



Shire of
Perenjori
Embrace Opportunity

Shire of Perenjori – Ordinary Meeting of Council
ATTACHMENTS

Thursday 20th July 2023

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 30th June 2023

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
33	29/06/2023	SHIRE OF PERENJORI	Petty Cash Transactions - 01/07/2022-26/05/2023	M		251.65
462	05/06/2023	BANK FEES - BANK FEES NO GST	CBA MERCHANT FEE 5353109691668425 CBA MERCHANT FEE 5353109691668425 CBA MERCHANT FEE 5353109691668425	M		152.85
462	05/06/2023	BANK FEES - BANK FEES NO GST	CBA MERCHANT FEE 5353109693574753	M		137.22
EFT16503	15/06/2023	ABROLHOS STEEL	Manufacture new sludge pit cover - Depot	M		3,250.21
EFT16504	15/06/2023	ACCWEST	Site visit for Council Budget Workshop Meeting 17-18/05/23, Travel costs, Budget prep 23/24 FY, April Financial Report & BAS Prep, 22/23 FBT Return	M		9,529.96
EFT16505	15/06/2023	APPLIED SATELLITE TECHNOLOGY AUSTRALIA PTY LTD	Monthly Charge 01/06/23-30/06/23	M		78.43
EFT16506	15/06/2023	AUSTRALIA DAY COUNCIL OF WA	Gold Membership Subscription	M		720.00
EFT16507	15/06/2023	AVON WASTE	Waste Collection - May 2023	M		2,741.60
EFT16508	15/06/2023	BALDWIN AND SONS PAINTING AND DECORATING	Paint laundry, storeroom and bathroom - REED & timber work - Caravan Park. Removal of 4 x Air Conditioning ducts, patch & paint – Council Chambers	M		10,890.00
EFT16509	15/06/2023	BCA CONSULTANTS (WA) PTY LTD	Electrical and Hydraulic Services - Perenjori Commercial & Community Hub Stage 1	M		2,112.00
EFT16510	15/06/2023	BITUTEK PTY LTD	Spray & cover using Bituminous products - Aubrey St, England Cr, PJ Standpipe	M		92,398.98
EFT16511	15/06/2023	BLUEHILL COURIERS	Freight charges - TWW 12/05/23, WA Machinery 24/05/23, Digga West 24/05/23, Geraldton Parts (Hoppy's) 26/05/23, Afgri 31/05/23, Westrac 31/05/23, Abrolhos Steel 31/05/23, Batavia E-Waste 05/05/23, Mooreview Nursey 17/05/23, ICT 17/05/23, Mitchell & Brown 26/05/23, Clean Pak 17 & 26/05/23	M		1,100.00
EFT16512	15/06/2023	BOC LIMITED	Oxygen Industrial E2, G, Dissolved Acetylene E, G & Argoshield Universal G - Depot. Oxygen Medical C, E & Inhalo CD -	M		102.19

Shire of Perenjori
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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT16513	15/06/2023	BROOKS HIRE SERVICE PTY LTD	Medical Centre Back hoe hire - 18/05/23-31/05/23	M		3,705.54
EFT16514	15/06/2023	BUNNINGS WAREHOUSE	Various tools - Community Toolbox Trailer, Moisture Resistant Wall cabinet & Tactix 9 box storage tower – Depot Workshop	M		1,743.48
EFT16515	15/06/2023	CHILD SUPPORT AGENCY	Payroll deductions	M		191.15
EFT16516	15/06/2023	CHRISTOPHER ROBERT KING	Travel for Special Meeting - 01/06/23	M		77.23
EFT16517	15/06/2023	COLIN MURRICE BRYANT	Travel for Special Meeting - 01/06/23	M		108.91
EFT16518	15/06/2023	CORE BUSINESS AUSTRALIA PTY LTD	Manager of Infrastructure & Services Professional Placement Claim 1 - FNE 2/02/23	M		5,082.00
EFT16519	15/06/2023	CURLAN HOLDINGS PTY LTD	Contract Financial/Admin Services 219.50hrs - May 2023	M		15,694.25
EFT16520	15/06/2023	DEPARTMENT OF FIRE & EMERGENCY SERVICES PERTH	2022/23 ESL Quarter 4 Contribution	M		4,036.20
EFT16521	15/06/2023	FRANK GILMOUR PEST CONTROL	Treat German Cockroaches - 9 Hirshauer St	M		330.00
EFT16522	15/06/2023	GERALDTON MOWER & REPAIR SPECIALIST	AP Holster with connecting cable - Depot	M		430.00
EFT16523	15/06/2023	GFG TEMP ASSIST	Plant Replacement Program 7hrs - 15/05/23-28/05/23	M		831.60
EFT16524	15/06/2023	INDEPENDENT RURAL PTY LTD	Sider Zipper Boots x 1 - Paul picked up. Cable ties – Caravan Park. Camlock female thread, thread tape, power jet nozzle – Parks & Gardens. Camlock coupler – Dams Maintenance	M		403.84
EFT16525	15/06/2023	INTEGRATED ICT	Adobe Acrobat Pro DC for Government Subscription - 12 months x 15. Del 27” Hub Monitor. Monthly Subscriptions for May including Starlink – Caravan Park, Managed Service Agreement, Exclaimer Cloud, M365 Licensing, Security as a Service, Single Touch Payroll, Records Management. Supply & Install new laptop including freight - Finance Manager	M		13,497.60
EFT16526	15/06/2023	IT VISION	Additional 3 x SynergySoft Database licences	M		2,997.26

**Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 30th June 2023**

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT16527	15/06/2023	JRC BUILDING & CONSTRUCTION PTY LTD	Travel - 15-19 May 2023 - PJ Oval Toilets	M		993.30
EFT16528	15/06/2023	JUDE Sutherland	Travel for Special Meeting - 01/06/23	M		37.62
EFT16529	15/06/2023	KOMATSU	Cartridge x 3, Element x 2, Filter - PJ1530	M		918.47
EFT16530	15/06/2023	LANDGATE - VALUATIONS	Rural UV General Revaluation 2022/2023	M		5,502.35
EFT16531	15/06/2023	LEISURE INSTITUTE OF WESTERN AUSTRALIA AQUATICS	WA Aquatic Recreation Conference 2023 - Lisa Campbell	M		737.00
EFT16532	15/06/2023	LESLIE DEREK HEPWORTH	Travel for Special Meeting - 01/06/23	M		29.70
EFT16533	15/06/2023	LYDIA HIGHFIELD	Recruitment for MIS position	M		5,000.00
EFT16534	15/06/2023	MARKET CREATIONS AGENCY	SSL Certificate - 1 Year synergyapi.perenjori.wa.gov.au, Setup & Renewal to 16/08/2024	M		220.00
EFT16535	15/06/2023	MARKETFORCE	The West Australian Lineage - Local Government Vacancies - Manager of Infrastructure Services Advert. Advert for Proposed Differential Rates 23/24	M		1,415.27
EFT16536	15/06/2023	MCLEODS BARRISTERS AND SOLICITORS	Road User Agreement - Extension Hill Road - 11/05/23-30/05/23 Review of local laws April & May 23. Deed of Gift of Land – 39 Livingstone St (The Lodge). Perenjori Shire Social Club - Advice	M		5,573.40
EFT16537	15/06/2023	MOOREVIEW PLANTS & TREES	Eremophila x 10 (Fairy Floss x 4, Magic Blush x 2, Summertime Blue x 4) - Parks & Gardens	M		163.80
EFT16538	15/06/2023	NEW SIGNS	Custom Aluminium Composite Panel 300mmx400mm x 4 - PJ Oval	M		421.24
EFT16539	15/06/2023	OAKSTAR ASSET PTY LTD	Hire of CAT D8T Dozer with operator to push up gravel includes hire of float with escort - Town/Oval Water Project	M		26,510.00
EFT16540	15/06/2023	ON HOLD ONLINE	Monthly Message on Hold - June 2023	M		77.00
EFT16541	15/06/2023	PATIENCE SANDLAND PTY LTD	Supply & delivery of 6m3 White Sand & Mulch picked up - Parks	M		1,605.80

Shire of Perenjori
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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
			& Gardens			
EFT16542	15/06/2023	PERENJORI MEDICAL CENTRE	Pre-employment Medical & Drug Test for Rachel Thompson - 16/05/23	M		253.00
EFT16543	15/06/2023	PERENJORI ROADHOUSE	Easter Eggs, Sausage Rolls, Steggles chicken, BBQ Foil tray, Roast Tray, Paper Plates, Alfoil, Paper Towel, Napkins, Water, Milk, Platter x 2 - CDO Events including Market Day Easter Hunt & Community Builders Cluster Day. Water (24 Pack) & Platter – Seniors Morning Tea @ The Lodge	M		421.66
EFT16544	15/06/2023	PJC SERVICES & CO PLUMBING & GAS	Repair/replace taps on caravan sites 13 & 16 - Caravan Park. Replaced sewer pump for Chalets. Repaired water leak/unblocked water main – Admin Office. Repaired water leak at Rec Centre in front of Public Toilets – Pavilion. Repairs to leaking sink in Men’s Toilets, check all toilet seats are secured to base – Fowler St Toilets	M		4,625.50
EFT16545	15/06/2023	QUALITAS COMMERCIAL SERVICES	Admin, Finance & Housing 12hrs - 16-31/05/23	M		660.00
EFT16546	15/06/2023	QUICK AND EASY FINANCE	Payroll deductions	M		130.00
EFT16547	15/06/2023	RJ & LJ KING	Supply & fit 205 R16 Kumho - PJ1568	M		460.00
EFT16548	15/06/2023	SILVER LAKE (ROTHSAY) PTY LTD	Rates refund for assessment A15163 E59/02183 MINING TENEMENT PERENJORI WA 6620	M		222.66
EFT16549	15/06/2023	SOLUTION 4 BUILDING PTY LTD	Perenjori Town Hall Awnings - Labour and materials	M		33,375.10
EFT16550	15/06/2023	TERRA FORM CONTRACTING	Roadside vegetation mulching on Rothsay Rd, Accommodation & Meals - 21-26/05/2023	M		18,810.00
EFT16551	15/06/2023	WESTRAC PTY LTD	Carry out 500hr Service - PJ1524	M		1,501.99
EFT16552	15/06/2023	WURTH AUSTRALIA PTY LTD	Cutting disc, hose reel, calliper, nut, cleaning paper & freight - Depot	M		521.03
EFT16553	26/06/2023	IMOGEN PALMER ART	Mural design fee for Telstra building Mural	M		663.00
EFT16554	27/06/2023	AUSTRALIAN TAXATION OFFICE	BAS - May 2023	M		36,508.32

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EFT16555	27/06/2023	AUSTRALIAN TAXATION OFFICE - FBT	2023 FBT Return	M		9,261.29
EFT16556	27/06/2023	TELSTRA CORPORATION LIMITED	Telephone charges to 15/05/23 - Fire Brigade	M		114.40
EFT16557	28/06/2023	AFGRI EQUIPMENT PTY LTD	Various filters - PJ1503	M		1,227.22
EFT16558	28/06/2023	ALLY BRYANT CONSULTING	Finance Assistance - 42hrs in May 23, 34hrs in June 23	M		6,536.00
EFT16559	28/06/2023	AUSTRALIA POST	Postage - May 23	M		63.32
EFT16560	28/06/2023	BLACKWOODS	Light Area Pivoting Milwaukee M18 - Depot	M		299.00
EFT16561	28/06/2023	CHILD SUPPORT AGENCY	Payroll deductions	M		384.67
EFT16562	28/06/2023	CLEANPAK SOLUTIONS	Oust x 10, 5L Rapid Extreme x 6, Guest Soap Box of 50 x 1, Toilet Roll 400's x 3, 5L Mountain Mist Eucalyptus x 3, 5L Lemon Disinfectant x 3, 5L Rapid Gentle Pearl x 3 - April 23 - Latham Community Centre & Hall, Depot, Caravan Park, Village, PJ Hall, Pavilion, Fowler St Toilets, PJ Oval Toilets. Cleaning products – Feb to June 2023	M		4,287.60
EFT16563	28/06/2023	DIRECT COMMUNICATIONS PTY LTD	2 x Labour Communications Technicians including parts - Two Way Radios	M		10,474.64
EFT16564	28/06/2023	ECONOMIC TRANSITIONS	Completion of Growing Regions Grant EOI for the Commercial Hub Project	M		2,112.00
EFT16565	28/06/2023	GH COUNTRY COURIER	Delivery for reticulation parts for the oval and fuel Surcharge - PJ Oval	M		36.96
EFT16566	28/06/2023	Greenfield Technical Services.	Kick off meetings with contractor, review of contractor documentation, chase up regulatory documentation, provide support for contractor on site during work, close out work with contractor including review of progress claim - PJ Standpipe Road Sealing	M		8,008.83
EFT16567	28/06/2023	HYBRID SYSTEMS PTY LTD	Refund of Overpayment on Debtor Account 80846	M		900.00

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT16568	28/06/2023	INDEPENDENT RURAL PTY LTD	Jacket x 5, Fleece Jumper x 2, Lightweight Shirt x 15 plus embroidery - Outside Staff Uniforms. Silvan 15L Spray Backpack x 2, rapid set concrete 20kg, sprinkler drippers – Parks & Gardens. Jumper Leads – 03PJ	M		2,090.68
EFT16569	28/06/2023	INTEGRATED ICT	Cloud Hosted Services - May 23	M		2,479.35
EFT16570	28/06/2023	J'S HARDWARE & GIFTS	Hardware & Garden Supplies - May 2023	M		2,653.70
EFT16571	28/06/2023	JMH MECHANICAL SERVICES	Hose Clamp - Dams	M		22.78
EFT16572	28/06/2023	JRC BUILDING & CONSTRUCTION PTY LTD	Removal of existing floor tiles, waterproofing & laying of new tiles to Laundry, Bathroom and Toilet - 4 John St. Travel for 6 Workers – 3 Livingstone & 2 John. Repair cracks in ensuite ceiling, bubbling paint on lounge room ceiling. Repair/replace Air Conditioning vent in lounge room, Additional works to ceilings – sanding/painting – 2 John St. Clear up building site prior to local event – transfer of building materials – Oval Toilets. Travel 13-17/06/23 & 20-23/06/23	M		22,499.40
EFT16573	28/06/2023	KINGS WA PTY LTD	Road Train Side Tippers Carting Gravel on Syson Rd - May 23. Wet hire of Grader for maintenance grading – Old Well Rd, Caron Rd, Otter Rd, Iona Rd, Old Perth Rd, Syson Rd, Oliver Rd, Smith Rd, Mason Rd, Bestry Rd, Rayner Rd, Spencer Rd, Moriarty Rd, Rabbit Proof Fence Rd, Karara Rd	M		80,773.00
EFT16574	28/06/2023	KOMATSU	Blade, Wiper Blade - PJ1530	M		158.31
EFT16575	28/06/2023	MCLEODS BARRISTERS AND SOLICITORS	SAT review by Carbon Neutral Pty Ltd - Proposed Tree Farm - Lots 8 & 11 Baxter Road	M		3,294.38
EFT16576	28/06/2023	PERENJORI COMMUNITY RESOURCE CENTRE	Catering for St Johns First Aid Training Course - 21-22/03/23 & 03-04/04/23. Cards & Display Folder – Admin. Mobile Mouse Excel & Word Manual x 3 each – Training. Cards, dual connection wall Charger & pencil sharpener – Depot & Admin	M		1,064.90
EFT16577	28/06/2023	PERENJORI HOTEL	Refund of Overpayment - Debtor Account 81210	M		110.00
EFT16578	28/06/2023	PERENJORI MEDICAL CENTRE	Pre-employment medical for Marteen Noordhof - 30/05/23 &	M		506.00

Shire of Perenjori
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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT16579	28/06/2023	PERENJORI ROADHOUSE	Aimee Kelly – 06/06/23 Water, Coke, Ginger Beer, Sprite, Aluminium Trays, Margarine, Ice, Newspapers, Milk, Sugar, Bread, Oil, Onions, Capsicum, Trays Butter, Spoons, Coffee, USB Cable, Oven Cleaner, Scourers, Exit Mould, Multipurpose Spray, Fluffy, Shower Power, Morning Fresh, Bin Bags for May 23 – Admin, Depot, Caravan Park, Village	M		583.24
EFT16580	28/06/2023	QUICK AND EASY FINANCE	Payroll deductions	M		130.00
EFT16581	28/06/2023	RAMSAY CONSTRUCTIONS PTY LTD	EHO Services including travel one way to Guildford - May 23	M		1,210.00
EFT16582	28/06/2023	RJ & LJ KING	1 x 215 85 R16 Toyo Tyre - PJ1549	M		324.94
EFT16583	28/06/2023	STATE WIDE TURF SERVICES	Overseed patches on hockey oval with couch seed, overseed entire oval with rye seed, rye seed around sports club and fertilise both ovals with emerald green	M		13,285.80
EFT16584	28/06/2023	TOLL GLOBAL EXPRESS (IPEC PTY LTD)	Freight charges - State Library 23/05/23 & Welshpool 29/05/23	M		42.16
EFT16585	28/06/2023	ZED ELECT	Electrical works for Various Locations	M		25,366.32
EFT16586	29/06/2023	ANDREW FRASER	Meeting Attendance Fees - Final Instalment	M		3,653.00
EFT16587	29/06/2023	BLACKWOODS	Ozzy Juice 20L - Depot	M		832.03
EFT16588	29/06/2023	CHRISTOPHER ROBERT KING	President's Allowance & Meeting Attendance Fees - Final Instalment	M		12,785.00
EFT16589	29/06/2023	COLIN MURRICE BRYANT	Meeting Attendance Fees - Final Instalment	M		3,653.00
EFT16590	29/06/2023	DAEL MICHELE SPARKMAN	Meeting Attendance Fees - Final Instalment	M		3,653.00
EFT16591	29/06/2023	DANIEL KEVIN BRADFORD	Meeting Attendance Fees - Final Instalment	M		3,653.00
EFT16592	29/06/2023	INDEPENDENT RURAL PTY LTD	Rapid set 20kg concrete - Traffic Signs	M		51.66
EFT16593	29/06/2023	JUDE Sutherland	Deputy President's Allowance & Meeting Attendance Fees - Final	M		6,223.63

**Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 30th June 2023**

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
			Instalment			
EFT16594	29/06/2023	LESLIE DEREK HEPWORTH	Meeting Attendance Fees - Final Instalment	M		3,653.00
EFT16595	29/06/2023	WATERFORD ENTERPRISES PTY LTD	Bond Refund for Bus Hire - 13/06/23	M		224.00
DD14333.1	06/06/2023	AUSTRALIAN SUPER	Superannuation contributions	M		1,058.86
DD14333.2	06/06/2023	ANZ SMART CHOICE SUPER	Payroll deductions	M		880.00
DD14333.3	06/06/2023	THE RL & JMA RYAN SUPERANNUATION FUND	Superannuation contributions	M		1,731.64
DD14333.4	06/06/2023	AWARE SUPER	Superannuation contributions	M		8,955.80
DD14333.5	06/06/2023	REST INDUSTRY SUPERANNUATION	Superannuation contributions	M		91.87
DD14333.6	06/06/2023	CLEARVIEW RETIREMENT PLAN	Superannuation contributions	M		14.70
DD14333.7	06/06/2023	HOST PLUS SUPER	Superannuation contributions	M		725.08
DD14333.8	06/06/2023	AUSTRALIAN RETIREMENT TRUST (SUPER SAVINGS)	Superannuation contributions	M		416.87
DD14333.9	06/06/2023	CATHOLIC SUPER FUND	Superannuation contributions	M		179.10
DD14340.1	13/06/2023	BANKWEST MASTERCARD	Mastercard Purchases for May 23	M		8,736.32
DD14340.2	08/06/2023	Synergy.	Electricity usage 18/04/23-17/05/23 - Caravan Park Village & Pool	M		4,266.32
DD14340.3	07/06/2023	TELSTRA CORPORATION LIMITED	Telstra Main Account to 15/05/23 & Internet charges – Medical Centre	M		3,298.17
DD14340.4	21/06/2023	REFUEL AUSTRALIA	Fuel Card Purchases for May 23	M		29,743.69
DD14340.5	01/06/2023	WESTNET	Monthly Internet Charge for Perenjori Shire, Museum, Library & Depot - May/June 23	M		340.85

**Shire of Perenjori
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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
DD14340.6	06/06/2023	RMS (Aust) P/L	RMS Online Fees - May 23	M		66.00
DD14340.7	09/06/2023	RMS (Aust) P/L	RMS Cloud and Support - June 23	M		416.90
DD14340.8	01/06/2023	NODE ONE	N1 Business Fibre - June 23	M		1,100.00
DD14340.9	02/06/2023	Synergy.	Electricity usage 18/02/23-21/04/23 - Caravan Park & Caretakers House	M		3,525.06
DD14343.1	20/06/2023	AUSTRALIAN SUPER	Superannuation contributions	M		1,067.38
DD14343.2	20/06/2023	THE RL & JMA RYAN SUPERANNUATION FUND	Superannuation contributions	M		921.56
DD14343.3	20/06/2023	AWARE SUPER	Superannuation contributions	M		8,992.08
DD14343.4	20/06/2023	ANZ SMART CHOICE SUPER	Payroll deductions	M		924.90
DD14343.5	20/06/2023	REST INDUSTRY SUPERANNUATION	Superannuation contributions	M		77.73
DD14343.6	20/06/2023	HOST PLUS SUPER	Superannuation contributions	M		691.52
DD14343.7	20/06/2023	AUSTRALIAN RETIREMENT TRUST (SUPER SAVINGS)	Superannuation contributions	M		385.90
DD14343.8	20/06/2023	PRIME SUPER PTY LTD	Superannuation contributions	M		208.22
DD14358.1	15/06/2023	SG FLEET AUSTRALIA PTY LIMITED	CESM FORD RANGER - June 2023	M		2,734.53
DD14358.2	15/06/2023	BOQ FINANCE (AUST) LTD	Ricoh MPC6004exSP - June 23	M		156.83
DD14358.3	22/06/2023	Synergy.	Electricity usage 25/04/23-24/05/23 - Streetlights	M		1,991.06
DD14333.10	06/06/2023	PRIME SUPER PTY LTD	Superannuation contributions	M		161.14
DD14340.10	06/06/2023	Synergy.	Electricity usage 01/03/23-21/04/23 - PJ Oval	M		105.82
DD14340.11	07/06/2023	Synergy.	Electricity usage 21/02/23-24/04/23 - Lot 11 & 51 Britt St, Latham	M		279.13

**Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 30th June 2023**

Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
			TOTAL FOR THE MONTH OF MAY			642,878.60



RECEIVED 30 JUN 2023



174BC3F 000041 (053N)

CARD ADMINISTRATOR
SHIRE OF PERENJORI
PO BOX 22
PERENJORI WA 6620

Account Name **SHIRE OF PERENJORI**

Period **25 May 23 - 23 Jun 23**

Facility Limit **\$20,000**

To pay by cheque, simply detach this cut off slip and refer to the instructions overleaf on how to return to Bankwest.

YOUR ACCOUNT SUMMARY

Opening Balance	\$8,736.32
Purchases	\$6,778.30
Withdrawals	\$0.00
(Cash Advances & Balance Transfers)	
Interest & Other Charges	\$0.00
Payments & Other Credits	\$9,016.32 CR
Closing Balance	\$6,498.30

PAYMENT REQUIRED

Account Name	SHIRE OF PERENJORI
Account Number	5586 0290 5107 7410
Payment Due Date	13 Jul 23
Minimum Payment	\$129.96
For details on how to make payments please see over	

YOUR CARDHOLDER ACTIVITY SUMMARY

Name	Account	Spending Limit	Purchases & Withdrawals	Interest & Other Charges	Payments & Other Credits
BILLING ACCOUNT	5586029051077410		\$0.00	\$0.00	\$8,736.32 CR
ANDERSON, PAUL G	5586022001171920	\$15,000.00	\$4,301.41	\$0.00	\$280.00 CR
COMERFORD, NOLA L	5586025801166792	\$5,000.00	\$2,476.89	\$0.00	\$0.00
TOTAL		\$20,000.00	\$6,778.30	\$0.00	\$9,016.32 CR

YOUR INTEREST RATES

Purchases	17.99% p.a.	Balance Transfers	17.99% p.a.	Cash Advances	17.99% p.a.
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YOUR TRANSACTION SUMMARY

Date	Description	Debit	Credit
13 JUN 23	PERIODICAL PAYMENTS 06		\$8,736.32
Total		\$0.00	\$8,736.32 CR

174BC3F 000041 000347



RECEIVED 30 JUN 2023

174BC3F 000041 (053N)

MR PAUL GREGORY ANDERSON
SHIRE OF PERENJORI
PO BOX 22
PERENJORI WA 6620

Account Number	5586 0220 0117 1920
Period	25 May 23 - 23 Jun 23
Monthly Spend Limit	\$15,000
SUMMARY OF YOUR SPEND	
Purchases	\$4,021.41
Cash Advances & Balance Transfers	\$0.00

YOUR TRANSACTION SUMMARY				
Date	Description		Debit	Credit
27 MAY 23	PERTH AIRPORT PTY LT	PERTH AIRPORT	\$100.16	
05 JUN 23	COUNTRYLINK	SYDNEY NSW	\$68.47	
05 JUN 23	QT CANBERRA OPI	CANBERRA ACT	\$1,212.93	
06 JUN 23	AUSTRALIAN LOCAL GOV	DEAKIN		\$280.00
06 JUN 23	QT CANBERRA OPI	CANBERRA ACT	\$970.34	
06 JUN 23	QT CANBERRA OPI	CANBERRA ACT	\$1,212.93	
12 JUN 23	COUNTRYLINK	SYDNEY NSW	\$40.67	
12 JUN 23	ACT CABS 0261030882	FYSHWICK AUS	\$27.98	
13 JUN 23	ACT CABS 0261030882	FYSHWICK AUS	\$26.83	
13 JUN 23	RUBICON	GRIFFITH ACT	\$294.00	
13 JUN 23	AERIAL CG 132227	FYSHWICK AUS	\$25.67	
16 JUN 23	ACT CABS 0261030882	FYSHWICK AUS	\$11.29	
16 JUN 23	ACT CABS 0261030882	FYSHWICK AUS	\$12.55	
16 JUN 23	ACT CABS 0261030882	FYSHWICK AUS	\$25.57	
17 JUN 23	QT CANBERRA OPI	CANBERRA ACT	\$272.02	
Total			\$4,301.41	\$280.00 CR

174BC3F 000041 000349

Account Number **5586 0258 0116 6792**

Period **25 May 23 - 23 Jun 23**

Monthly Spend Limit **\$5,000**

SUMMARY OF YOUR SPEND	
Purchases	\$2,476.89
Cash Advances & Balance Transfers	\$0.00

RECEIVED 30 JUN 2023

174BC3F 000041 (053N)

MS NOLA LEANNE COMERFORD
SHIRE OF PERENJORI
PO BOX 22
PERENJORI WA 6620

YOUR TRANSACTION SUMMARY

Date	Description		Debit	Credit
26 MAY 23	QUAY PERTH	PERTH	\$152.00	
26 MAY 23	BIG W 0454	KARRINYUP AUS	\$74.90	
29 MAY 23	PERENJORI SHIRE	PERENJORI	\$156.65	
29 MAY 23	EBAY O*20-10106-82537	SYDNEY AUS	\$9.98	
29 MAY 23	EBAY O*20-10106-82538	SYDNEY AUS	\$15.10	
29 MAY 23	EBAY O*20-10106-82539	SYDNEY AUS	\$6.99	
30 MAY 23	THREE SPRINGS IGA PL	THREE SPRINGS	\$52.30	
14 JUN 23	MESSAGEMEDIA	MELBOURNE AUS	\$387.35	
14 JUN 23	MITCHELL AND BROWN	GERALDTON	\$84.00	
16 JUN 23	OFFICEWORKS	BENTLEIGH EAS	\$787.95	
17 JUN 23	QT CANBERRA OPI	CANBERRA ACT	\$170.52	
22 JUN 23	DT PERTH NORTHBRIDGE	PERTH AUS	\$579.15	
Total			\$2,476.89	\$0.00

174BC3F 000041 000351

Shire of Perenjori
CREDIT CARD SUMMARY ONLY

Corporate Mastercard - 25 May 2023 to 23 June 2023 - Nola Comerford - MCCS

DATE	DESCRIPTION	ACCOUNT DESCRIPTION	PERSON CONTACTING SELLER	AMOUNT
26-May	Quay Perth	Accommodation & Meals during Training - N Comerford	MCCS	\$ 152.00
26-Jan	Big W	Office Stationery - Admin Office	MCCS	\$ 74.90
29-May	Perenjori Shire	DOT - Registrations brought in line with Fleet Licensing - PJ1585, PJ1574, PJ1570, PJ1565 & PJ1572	CSO	\$ 156.65
29-May	Ebay	Mobile Phone Accessories - Protective Phone Covers for new iPhones - Team Leaders	MCCS	\$ 9.98
29-May	Ebay	Mobile Phone Accessories - Protective Phone Covers for new iPhones - Team Leaders	MCCS	\$ 15.10
29-May	Ebay	Mobile Phone Accessories - Protective Phone Covers for new iPhones - Team Leaders	MCCS	\$ 6.99
30-May	Three Springs IGA	Supplies for CDO Aluel Mading Farewell	EA	\$ 52.30
14-Jun	Message Media	SMS Messaging Service	MCCS	\$ 387.35
14-Jun	Mitchell & Brown	Power Adaptors for Team Leaders iPhones	MCCS	\$ 84.00
16-Jun	Officeworks	New desks for the EA MIS & Gardener/Project Manager - Depot	CSO	\$ 787.95
17-Jun	QT Canberra	Meals during NGA Conference in Canberra - Cr Fraser		\$ 170.52
22-Jun	Double Tree Hilton	Accommodation during WALGA Training - R Young	CSO	\$ 579.15
MCCS Corporate Credit Card Purchases for 25 May 2023 to 23 June 2023				\$ 2,476.89

Corporate Mastercard - 25 May 2023 to 23 June 2023 - Paul Anderson - CEO

DATE	DESCRIPTION	ACCOUNT DESCRIPTION	PERSON CONTACTING SELLER	AMOUNT
27-May	Perth Airport	Parking at Perth Airport - Flew to Canberra for NGA Conference - P Anderson	CEO	\$ 100.16
5-Jun	Country Link	Travel by Train from Sydney to Canberra for NGA Conference - P Anderson	CEO	\$ 68.47
5-Jun	QT Canberra	Accommodation for NGA Conference in Canberra - P Anderson	EA	\$ 1,212.93
6-Jun	Australian Local Government	Credit for NGA Conference - P Anderson	EA	-\$ 280.00
6-Jun	QT Canberra	Accommodation for NGA Conference in Canberra - Cr Sutherland	EA	\$ 970.34
6-Jun	QT Canberra	Accommodation for NGA Conference in Canberra - Cr Fraser	EA	\$ 1,212.93
12-Jun	Country Link	Travel by Train from Canberra to Sydney for NGA Conference - P Anderson	EA	\$ 40.67
12-Jun	ACT Cabs	Travel during NGA Conference Week - P Anderson, Cr Sutherland & Cr Fraser	CEO	\$ 27.98
13-Jun	ACT Cabs	Travel during NGA Conference Week - P Anderson, Cr Sutherland & Cr Fraser	CEO	\$ 26.83
13-Jun	Rubicon	Meals during NGA Conference Week - P Anderson, Cr Sutherland & Cr Fraser	CEO	\$ 294.00
13-Jun	Aerial CG	Travel during NGA Conference Week - P Anderson, Cr Sutherland & Cr Fraser	CEO	\$ 25.67
16-Jun	ACT Cabs	Travel during NGA Conference Week - P Anderson, Cr Sutherland & Cr Fraser	CEO	\$ 11.29
16-Jun	ACT Cabs	Travel during NGA Conference Week - P Anderson, Cr Sutherland & Cr Fraser	CEO	\$ 12.55
16-Jun	ACT Cabs	Travel during NGA Conference Week - P Anderson, Cr Sutherland & Cr Fraser	CEO	\$ 25.57
17-Jun	QT Canberra			\$ 272.02
CEO Corporate Credit Card Purchases for 25 May 2023 to 23 June 2023				\$ 4,021.41
Total Payments of Corporate Credit Card				\$ 6,498.30
Interest & Other Charges				\$ -
Grand Total				\$ 6,498.30



Cyclone Seroja Community Benefit Fund

GUIDELINES

Opening date	15 June 2023
Closing date and time	12pm (midday) 30 September 2023
Total grant funding	\$200,000
Enquiries	seroja.recovery@dfes.wa.gov.au or call 0419 526 243

Cyclone Seroja Local Government Community Benefit Fund

The Community Benefit Fund will support and enable the five most affected local governments impacted by Cyclone Seroja to deliver locally led recovery activities within their communities.

Who can apply?

The following five local governments who have completed a Local Operational Recovery Plan following the impact of Cyclone Seroja are eligible to apply for the Community Benefit Fund:

Shire of Northampton	Shire of Chapman Valley	Shire of Morawa
Shire of Mingenew	Shire of Perenjori	

Project categories

To be eligible, projects should be aligned with programs and activities that have been identified in, or are associated with, the Local Operational Recovery Plan developed by the Shire.

Eligibility Checklist

The Eligibility Checklist outlines the requirements applicants must meet to apply for the Community Benefit Fund. Applicants must meet each requirement to be considered eligible to apply.

SECTION 1: My organisation

- Is a local government that has completed a Local Operational Recovery Plan following the impact of Cyclone Seroja in April 2021.
- Is willing to sign and comply with the Funding Agreement (see sample funding agreement).
- Has the capacity to deliver the projects identified or aligned with my Shire's Local Operational Recovery Plan, to be delivered through this funding measure.
- Has/will undertake project risk assessments for the delivery of projects funded through the Community Benefit Fund.

SECTION 2: My project

- Aligns with my Shire's Local Operational Recovery Plan.
- Will be sustainable once completed (will not require ongoing State Government funding).

SECTION 3: My application

- Requests funding of \$200,000.
- Will deliver projects that have realistic and credible outcomes, outputs, timeframes, milestones, and budgets.
- Delivers community outcomes and does not provide a commercial advantage.
- Has endorsement from the Chief Executive Officer or equivalent accountable authority.

How to apply

1. Complete an Application form (to be emailed to your local government)
2. Email the completed Application Form to seroja.recovery@dfes.wa.gov.au by **midday 12pm 30 September 2023**.
3. A confirmation email with your unique application reference number will be sent within three (3) days of your application submission.

Acceptance of Applications

Applications will not be accepted if the application is incomplete, or not executed by the Chief Executive Officer (or equivalent accountable authority)

Assistance for Applicants

For assistance, contact the Seroja Recovery team by emailing seroja.recovery@dfes.wa.gov.au or call 0419 526 243

RECOVERY NARRATIVE

About our community

The Shire of Perenjori was established off the back of Agriculture which remains the dominant industry. Other local industries include mining, transportation, conservation (450,000 ha managed conservation reserve) and to a smaller extent nature-based tourism. The Shire covers 8,611km² which encompasses the transition between the agricultural zone and the pastoral zone and is at the intersection of three biodiversity regions showcasing a significant lake system and unique geology.

The Perenjori townsite houses a number of service and supply businesses, the Shire's administration offices and depot, a Primary School, childcare centre and a CBH grain receival facility. The Latham townsite also contains a small amount of community and public infrastructure. At the 2016 Census, the Shire of Perenjori had a population of 617, with a median age of 42 and the most significant age range was 30-34 years.

Key challenges for the Shire of Perenjori are declining population numbers (driven by fluctuations in mining and expanding economies of scale in agriculture) and attraction and retention of appropriately qualified and skilled workforce and contractors.

The number of community groups and not-for-profit organisations and it has active amalgamated winter sporting teams with neighboring Shire of Carnamah. The Perenjori community has a high level of social capital as observed in the recovery planning process and demonstrates effective collaboration, community spirit and an innovative and positive culture.

About the disaster event

Severe Tropical Cyclone (STC) Seroja crossed the Western Australian coast south of Kalbarri on 11 April 2021, as a Category 3 system, bringing wind gusts of up to 170 kilometres per hour. STC Seroja is the strongest system recorded to have impacted the Midwest Gascoyne Region.

The cyclone impacted a population of almost 50,000 people and an area of more than 170,000 square kilometers and more than 16 local government areas.

The Shire of Perenjori experienced widespread damage across built and natural assets including significant impact on the townsite. The shire was without communication and power for many days and some areas experienced significant delays in power restoration.

State and nation-wide events, community priorities, and existing vulnerabilities continue to influence recovery. These include the complexity of insurance; sharing of data at local, state and federal levels; limited workforce accommodation; shortages in skilled tradespeople; COVID-19 restrictions; and seasonal weather patterns.

Local Recovery Coordination

The role of the LRCG is to provide advice to the Council to inform regional recovery strategies as part of a community-led recovery process. In this case, the Shire of Perenjori Local Emergency Management Committee (LEMC) has taken on the role of an LRCG. This Local Operational Recovery Plan is the outcome of a workshop held with the LEMC, community and other stakeholders on 4 May 2022.

Key recovery stakeholders:

- Shire of Perenjori
- Department of Fire and Emergency Services
- St John Ambulance
- Red Cross
- Rural Aid
- WAPOL
- Industry / local businesses
- Community members / groups



	SHORT TERM	MEDIUM/LONG	ONGOING
SOCIAL		Coordinate and promote external health services available to residents	
		Enhance and target wellbeing and psychological support for vulnerable groups	
		Coordinate community preparedness training and resources	
		Open day at Evacuation Centre	
ECONOMIC		Promote business investment in back-up power infrastructure	
		Regional advocacy for resilient power and comms infrastructure	
NATURAL		Funding and coordination of community replanting program	
		Environmental audit of nature-based infrastructure	
		Facilitate and implement cool burn program	
BUILT		Advocate for improved stand-alone emergency capacity for power and communications	
		Install back-up power infrastructure at 3 key community venues	
		Support cyclone damaged property owners to access funding	
		Engage with owners of derelict and damaged buildings to clean-up	

LOCAL OPERATIONAL RECOVERY PLAN

Shire of Perenjori



	KEY DAMAGE AND IMPACTS	RECOVERY OBJECTIVES	RECOVERY TASK/ACTIVITY	ACTIVITY PARTNERS	MEASURES OF SUCCESS
HUMAN AND SOCIAL ENVIRONMENT	<p>Groups, Institutions and Social Connection</p> <ul style="list-style-type: none"> Damage to community sporting facilities and Perenjori Day Care Centre has prevented use. Perenjori and Latham Golf Club impacted. Less people at community events due to increased work, recovery, and volunteer load. <p>Psychosocial and Wellbeing</p> <ul style="list-style-type: none"> Damage to heritage assets on private and public land, Lone Pine Tree-Binnu PS. Concern for others was for immediate family members and neighbours. People displaced from homes due to damage. Mental health and psychological support services are under-resourced and overcommitted. Difficult to break through the 'guilt and pride' barrier. Level of preparedness appears to have played a role in level of impact on wellbeing. <p>Health and Medical</p> <ul style="list-style-type: none"> High levels of volunteer fatigue. Impact of burnout effecting community services including essential services (no ambulance). <p>Cultural / Heritage</p> <ul style="list-style-type: none"> Damage to St Joseph's Church and St Christopher's Church. St Joseph's is part of Monsignor Hawe's Heritage Trail. 	<p>Emotional wellbeing connection and support Maintain and improve emotional and mental wellbeing of community.</p> <p>Building community preparedness</p> <ul style="list-style-type: none"> Increased household/ individual preparedness of community members. Knowledge of community emergency infrastructure and how community members access it appropriately <p>Support volunteers and community groups</p> <p>Creating vibrant communities</p>	<p>S1 Coordinate current external health services and promote available services in Perenjori and neighboring communities so residents have the option to utilise service locally or travel.</p>	LEMC	<p>S1 Resources to support emotional wellbeing and mental health have increased and can be sustained to June 2023 and beyond.</p>
			Advocate for locally based staff for key services, if possible: St John Ambulance, Silver Chain, Child health nurse.	Shire of Perenjori	Advocacy successful and service levels increased
			Reinstate HACC and locally contract Meals on Wheels to enable in home care for elderly members of the community.	Shire of Perenjori	Negotiations successful with HACC provider in Morawa and services recommenced to eligible members of the community
			S2 Community Champions - a program of support for volunteer-run community groups to reduce volunteer fatigue.	Community Resource Centre	S2 Visit statistics from service providers. No. of young people (and other vulnerable groups such as elderly and socially isolated) engaging in social activities.
			S3 Training and or resources around individual and community emergency readiness and planning (food, water, gensets, fuel, etc). Look to other communities (Kimberley, Pilbara) for key learnings and models that the community can adopt.	LEMC	S3 & 4 Number of readiness events, resources distributed and participation. % Participants who take / intend to take action to prepare following session
			S4 A community event at the new Evacuation Centre to promote facility and its role in emergency response.	LEMC	S3 Open day event held in June 2023. Attendance and % who intend to take action to prepare following event.
			Consolidate community groups where appropriate and provide administrative support.	Shire of Perenjori	Community groups working collaboratively and consolidation where appropriate
			Explore options for building capacity and drive of community groups eg: Community Builders program.	Shire of Perenjori	Investigate options and support the introduction of community building programs
			Explore strategies to attract and retain younger people into the community.	Shire of Perenjori	Strategies identified and implemented
			Identify professionals in the community, the skills they have to offer and opportunities to build their leadership capacity.	Shire of Perenjori	Skills audit undertaken
			Build support for community members working from home.	Shire of Perenjori	Increased telecommunications capacity to enable members of community to work from home

Shaded boxes highlight recovery related activities

LOCAL OPERATIONAL RECOVERY PLAN

Shire of Perenjori



	KEY DAMAGE AND IMPACTS	RECOVERY OBJECTIVES	RECOVERY TASK/ACTIVITY	ACTIVITY PARTNERS	MEASURES OF SUCCESS
ECONOMIC ENVIRONMENT	<p>Residential and Household</p> <ul style="list-style-type: none"> Availability and rising prices of trades and materials causing frustration. Time-frames & lack of communication from insurance major issue. Whether people were insured or not seems to be a leading factor in the level of financial impact. <p>Local and State Government Infrastructure /Resources</p> <ul style="list-style-type: none"> Limited LG resources and fatigue levels of LG employees. Use of Shire housing for displaced residents has impacted staff housing. <p>Primary Production</p> <ul style="list-style-type: none"> 19/21 primary producers in Perenjori were impacted. Impact of the cyclone on stock and crop programming/rotation. Balancing clean-up and farming activities as competing priorities (initially and ongoing). Significant loss and damage to critical infrastructure (sheds, equipment, stock, rural water infrastructure). <p>Tourism, Industry and Small Business</p> <ul style="list-style-type: none"> Concern that the Shire would experience reduced visitation due to concerns about cyclone impacts and access to services/sites. Damage to caravan park and hotel. Rothsay and Karara mines were closed for the duration of the cyclone. Difficulty obtaining goods and services (fuel, food, etc.) due to availability, impact to roads and extended power outages. 	Industry revitalisation	Encourage the development of a tree nursery to grow endemic seedlings and supply local revegetation projects.	Shire of Perenjori	Tree Nursery established
			Promote available jobs and work opportunities via different channels and to broader audiences.	Shire of Perenjori	Online notice board established for the posting of Perenjori specific employment opportunities
			Develop and promote opportunities for contract services to mining and agricultural industries.	Shire of Perenjori	Register of contract service providers developed
			Explore opportunities for housing and accommodation to attract new business to town.	Shire of Perenjori	Development of Housing in the Townsite, support for private accommodation ventures
		Business continuity and resilience Improved access to power and telecommunications during an emergency event.	E1 Support businesses to access funding for installation of back- up power (gensets) and or explore alternative power supply options (e.g., renewable power).	Shire of Perenjori	E1 No of businesses installing standalone power back-up.
				Shire of Perenjori	E2 Work with other LGA's and stakeholders to advocate for investment in power and telecommunications infrastructure and maintenance which provides reliable service and capacity.
		Tourism development	Create tourism economic development strategy, including Astro-tourism, to promote Perenjori as 'The gateway to the Karara Rangelands' and build content for 'Visit Perenjori' website.		
			Foster the development of unique accommodation options (e.g., farm stays, homestays, glamping, etc).	Shire of Perenjori	Amend Town Planning Scheme to enable capacity for unique accommodation options.
			Create linkages to Latham and tourism offerings in surrounding areas.	Shire of Perenjori	Include linkages to all identified tourism business and sites in publications and signage.

Shaded boxes highlight recovery related activities

LOCAL OPERATIONAL RECOVERY PLAN

Shire of Perenjori



	KEY DAMAGE AND IMPACTS	RECOVERY OBJECTIVES	RECOVERY TASK/ACTIVITY	ACTIVITY PARTNERS	MEASURES OF SUCCESS
NATURAL ENVIRONMENT	<p>Plants and Animals</p> <ul style="list-style-type: none"> 30-40% natural environment impacted. Damage to some trees in public spaces. <p>Hazardous Vegetation</p> <ul style="list-style-type: none"> Perceived and actual increase to fuel loads because of defoliation. Perceived and actual increase to risk of structurally compromised (uprooted/defoliated) trees and widespread debris. <p>Public Land/Recreation</p> <ul style="list-style-type: none"> Damage to Orchid Ridge with fallen trees and concern for 2022 orchid season. 	<p>Recovery of biodiversity</p>	<p>N1 Work with key stakeholders to develop and implement community replanting programs (on private and public land) in priority locations such as nesting sites, hilltops.</p>	<p>LEMC NACC DBCA Greening Australia, Yarra Yarra Catchment Council</p>	<p>N1 At least 1 x community tree planning activity at priority location by June 2023. N2 Plan developed for revegetation and community engagement. N2 Key sites identified for environmental audit and funding secured to progress by June 2023.</p>
			<p>N2 Conduct environmental audit on existing nature-based infrastructure (eg: John Forrest lookout).</p>		
			<p>N3 Facilitate cool burns of bush reserves and mitigate risks associated with high density melaleuca</p>		

Recovery related activities highlighted

LOCAL OPERATIONAL RECOVERY PLAN

Shire of Perenjori



	KEY DAMAGE AND IMPACTS	RECOVERY OBJECTIVES	RECOVERY TASK/ACTIVITY	ACTIVITY PARTNERS	MEASURES OF SUCCESS
BUILT ENVIRONMENT	<p>Public and Private infrastructure</p> <ul style="list-style-type: none"> • Damage to private and public infrastructure including caravan park, hotel, shed behind tourism centre. • Damage in town and on farms, 9 residences deemed uninhabitable. • Some properties still tarped, possibly with uncleared cyclone debris. • Difficulty accessing building contractors, engineers, materials and an inflation of costs associated with rebuild. • Concern for damaged buildings being abandoned. <p>Essential Services</p> <ul style="list-style-type: none"> • Debris on roads and damage to road signs. • Significant damage to utility infrastructure with ongoing supply and reliability issues to most utilities (i.e., power, water, sewerage, telecommunication). <p>Clean up</p> <ul style="list-style-type: none"> • Damage to buildings with asbestos containing materials on private property. <p>Rapid Damage Assessments</p> <ul style="list-style-type: none"> • Completed Rapid Damage Assessments. Further assessments are ongoing to validate and identify additional needs. <p>Housing</p> <ul style="list-style-type: none"> • Shire owned housing is being used as temporary accommodation for cyclone impacted community members who are awaiting insurance works. 	<p>Housing Coordination</p>	Cooperation between Government Regional Officer Housing (GROH) and LGA to alleviate pricing pressure and provide more appropriate (smaller) housing to match need.	Shire of Perenjori GROH	Joint partnership with the State to develop a greater selection of housing options in the Shire
		<p>Stable power and telecommunications supply</p> <p>Establish stable and reliable emergency power and telecommunications access for community.</p>	<p>B1 Upgrade key utilities to be reliable standalone systems with built-in redundancy.</p> <p>B2 Advocate for utilities providers to utilise local service providers for maintenance to ensure timely and appropriate maintenance and operation.</p> <p>B3 Installation of back-up power (gensets) at the pavilion, CRC and Caravan Park.</p>	LEMC	<p>B1 & B2 Meeting with key utilities providers by Dec 2022 to progress advocacy.</p> <p>B3 Funding secured and 3 backup power systems installed by June 2023.</p>
		<p>Community Hub</p>	Create multiuse facility as an extension and to complement existing Café and other businesses. Facility to offer spaces for community and service providers.	Shire of Perenjori	Development of Community hub concept in Fowler street progressed
		<p>Rebuild support</p> <p>Increase rate of repair and rebuild to cyclone damaged housing.</p> <p>Alleviate pressure on Shire owned housing.</p>	<p>B4 Engage with cyclone impacted private property owners to extend funding opportunities and provide application support.</p> <p>B5 Source caravans to house visiting tradie and contractors engaged for rebuild.</p> <p>B6 Process to engage with owners of derelict or vacant cyclone damaged housing.</p>	LEMC DFES Department of Communities	<p>B4 No. of community members assisted in funding application process, no. of applications submitted by deadlines.</p> <p>B5 At least 2 Caravans sourced, funded and installed by Sept 2022.</p> <p>B6 No of cyclone damaged housing repaired/demolished/ rebuilt.</p>
				Shire of Perenjori	
				Shire of Perenjori	

Recovery related activities highlighted

This plan was developed with funding support through the Commonwealth-State Disaster Recovery Funding Arrangements and the support of the following organisations:



Department of Fire and Emergency Services
Department of Communities



Commercial Lease - 24 Fowler Street, Perenjori

Shire of Perenjori

Perenjori Community Resource Centre Inc.



McLEODS

Barristers & Solicitors

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FORM 4

Commercial Tenancy (Retail Shops) Agreements Act 1985

Section 6A

[r. 9]

LESSEE GUIDE

FOR NEW RETAIL SHOP LEASES FROM 1 JANUARY 2013

This guide is intended to assist you, as a Lessee, to understand some of your legal rights and obligations in relation to a retail shop lease under the *Commercial Tenancy (Retail Shops) Agreements Act 1985* (the *Act*). This guide does not replace financial, legal or business advice.

The Act and the regulations are available from the State Law Publisher at www.slp.wa.gov.au.

WHAT IS A RETAIL SHOP LEASE?

Entering into a lease for a retail shop means that you (the *Lessee* or *lessee*) are entering into a legally binding contract with the landlord (or *lessor*). The lease agreement sets out your rights and obligations in relation to the use of the retail shop.

A lease cannot override the requirements of the Act.

The Act regulates some of the provisions which may be contained in your lease agreement, including the following:

- rent reviews
- options to renew a lease
- terminating a lease
- operating expenses (or outgoings)
- trading hours.

Which leases are covered by the Act?

The Act generally applies to leases for premises with a lettable area of 1 000 m² or less:

- that are used for carrying on a business and that are in a retail shopping centre
- that are not in a retail shopping centre, but that are used (or predominantly used) for the sale of goods by retail
- that are used for conducting a ‘specified business’ — specified businesses include, drycleaning, hairdressing, beauty therapy, shoe repair and video or DVD stores (a list of all specified businesses is available from the Department of Commerce at www.commerce.wa.gov.au).

There are some retail shops with a lettable area greater than 1 000 m² that are also covered by the Act — a list of these premises can be obtained from the Department of Commerce at www.commerce.wa.gov.au.

The Act generally does not apply to leases to publicly listed companies.

(See section 3(1) of the Act, definition of retail shop lease.)

When is the lease “entered into”?

A lease is usually entered into when both parties have signed it. However, a lease is still valid even if the lease document hasn’t been signed by the parties if:

- the Lessee takes possession of the shop premises; or
- the Lessee starts paying rent.

(See section 3(4) of the Act.)

What you should do:

- *if necessary, seek advice as to whether your lease is covered by the Act*
- *establish the area of the retail shop under the lease and have this verified if necessary.*

INFORMATION YOU SHOULD HAVE BEFORE ENTERING INTO A LEASE

Before entering into a lease you should do the following:

- carefully read this *Lessee guide*
- carefully read the *disclosure statement* provided by the landlord or the landlord's agent
- carefully read any written *lease document (including any assignments, extensions or deeds of variation)*
- obtain *independent financial, legal and business advice.*

Rent, the term of the lease, options, outgoings and related costs are open to negotiation with the landlord. Make sure that you understand these, and all other aspects of the lease, before signing it. To avoid disputes at a later stage, you should make sure that all agreements that you have made are in writing and that the lease documents are consistent with any representations made by the landlord or the landlord's agents.

What you should do before signing or entering into a lease:

- *seek independent legal and business advice before entering into a lease*
- *make sure you understand the lease and your rights, liabilities and obligations before signing it*
- *seek advice from financial experts to ensure you understand the costs of running the business.*

Lessee Guide to be located in lease

A new retail shop lease must include this Lessee guide at the front of the lease.

If the landlord does not give you a Lessee guide, you may have the right to do either or both of the following:

- terminate (end) the lease at any time up to 60 days after the lease was entered into (after this time you may apply to the State Administrative Tribunal for an order to terminate the lease)
- apply to the State Administrative Tribunal for an order for compensation for any monetary loss suffered by you.

(See section 6A of the Act.)

Disclosure statement to be given to you by landlord

At least 7 days before a lease is entered into the landlord must give you a disclosure statement. The disclosure statement sets out important facts about the retail shop and the lease. A copy of this Lessee guide, the form of lease and annual estimates of expenditure in relation to operating expenses should be attached to the disclosure statement.

If the landlord does not give you a disclosure statement or gives you a disclosure statement that is incomplete or contains incorrect information you may have the right to do either or both of the following:

- terminate (end) the lease at any time up to 6 months after the lease was entered into
- apply to the State Administrative Tribunal for an order for compensation for any monetary loss you have suffered.

The disclosure statement should be in a prescribed form (this form is Form 1 of Schedule 2 to the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985* and is available from the Department of Commerce at www.commerce.wa.gov.au). It is important to read the statement carefully and make sure it includes all verbal and written agreements, promises or commitments made during negotiations with the landlord or the landlord's agent (for example, any representations about customer traffic).

The disclosure statement should also contain details about the following:

- the landlord's property, such as the total lettable area, tenancy mix and services provided
- the shop premises, such as location, area and services provided
- key terms and conditions of the lease such as rent, term of the lease, options to extend the term and rent review
- permitted use of the premises
- your contribution to the landlord's expenses (operating expenses)
- any additional charges payable by you, such as shop fitout or contributions to marketing and sinking funds.

By signing the disclosure statement you are acknowledging that you understand the basis for the retail shop lease with the landlord. If you do not understand or agree with anything in the disclosure statement you should advise the landlord immediately.

It is vital that you are satisfied that the disclosure statement sets out all relevant information regarding the retail shop and (where applicable) the shopping centre building and property. If necessary, you should check details by making relevant enquiries and by seeking appropriate independent legal or expert advice.

(See section 6 of the Act.)

What you should do:

- ***make sure that you understand the disclosure statement before signing it and ensure it includes any agreements you reached during negotiations and any promises made to you by the landlord or their agent.***

Disclosure by the Lessee

The landlord may ask for details of your retailing experience and financial capacity to establish and trade profitably and professionally. Any information provided to the landlord by you must also be correct and contain no misleading information.

PERMITTED USE OF THE RETAIL SHOP

The permitted use clause in a lease is very important as it sets out the type of business that you can run from the premises. You should ensure that the description of permitted use is broad enough to cover the type of business that you want to operate and, if anticipated, to allow you to expand the business.

The kind of things to consider about permitted use include:

- for a hairdresser, does the permitted use include providing beauty treatments?
- for a takeaway shop, can the type of food be changed?
- your future plans for the business.

You should also check that any local government approvals are in place for the type of business that you plan to operate. Avoid potential disputes by getting the approvals you need in writing.

A permitted use clause in a lease does not mean that you have the exclusive right to carry on a particular type of business in a shopping centre. Exclusivity is a separate issue that needs to be agreed separately with the landlord and included in the lease agreement.

What you should do:

- ***make sure the lease and the landlord’s disclosure statement describe the shop’s permitted use and that this description is broad enough so you can expand or sell the business***
- ***check that local government approvals are in place for the business you plan to conduct — get the approvals in writing***
- ***confirm whether or not you have an exclusive right to carry on your particular type of business.***

TERM OF THE RETAIL SHOP LEASE

The term of a lease is the length of time for which you can rent the shop. The lease must set out the lease term and may also include one or more options to renew or extend the term.

The length of the term of the lease is critical because it should be long enough to enable you to recover your investment, make a profit and sell the business, if you wish.

Minimum of 5 years

In most cases, the Act gives a Lessee who is entering into a new lease a right to a minimum 5 year lease term. The 5 year term can be a combination of the initial term and options to extend the lease (for example, an initial term of 2 years and an option to renew of 3 years). The initial term does not need to be 5 years.

If the lease does not provide for options to extend the lease to a 5 year term, you have a legal right to do so (often called a “statutory option”). You can exercise this option by giving the landlord written notice in the standard form at least 30 days prior to the expiry of the term of the lease (the standard form is Form 3 of Schedule 2 to the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985* and is available from the Department of Commerce at www.commerce.wa.gov.au). Although the Act allows you to extend the lease to a 5 year term, you do not need to extend the lease for the whole of this period if you choose not to.

The right to a 5 year term will only apply to retail shop leases with a term of more than 6 months (this includes any lease where the Lessee has been continuously in possession of the premises for more than 6 months).

(See section 13 of the Act.)

The term can be longer or shorter than 5 years

Even though the Act gives Lessees a right to a minimum 5 year term, you can negotiate a term that is longer than 5 years (for example, a 10 year term, or a 5 year initial term with 2 options to renew for a further 5 years each).

In some circumstances, you may agree to a term shorter than 5 years, but this must be your decision and needs to be approved by the State Administrative Tribunal.

(See section 13(7b) of the Act.)

Exercising an option to renew

It is important that you exercise an option to renew a lease in the way set out in the lease (you may need to let the landlord know in writing and within certain timeframes). If you do not exercise an option to renew properly the landlord may not be obliged to renew the lease.

The Act requires the landlord to give you written notice of the expiry date for any options to renew (the date on which the option to renew is no longer valid). You must receive this notice between 6 and 12 months before the expiry date. If the landlord fails to give you notice the option expiry date may be extended.

(See section 13C of the Act.)

At the end of the lease term

At the end of the term of the lease and the use of any options to renew the lease, the landlord does not have to renew the lease and you will have no further rights to occupy the premises. In some instances the landlord may allow you to continue to occupy the premises on a month to month basis.

Within 12 months before the end of the lease term you can make a written request to the landlord asking whether the landlord intends to renew the lease. The landlord must reply to such a request in writing within 30 days.

(See section 13B of the Act.)

What you should do:

- ***seek advice as to the appropriate lease term for your business***
- ***don't assume that you will get a new lease at the end of the lease term — you need to make sure that the term of your lease is appropriate for your business structure***
- ***seek advice as to the landlord's intentions at the end of the lease term as early as possible so that you can plan accordingly.***

Does the lease include redevelopment or relocation clauses?

Many leases include a clause allowing a landlord to terminate a lease before the end of the agreed lease term if the premises are to be redeveloped. In some instances the landlord may offer to relocate a Lessee to alternative premises.

For the initial 5 years of a lease term, a redevelopment or relocation clause may only be included in a lease if:

- it is in the prescribed form (see item 2 of Schedule 1 to the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985* and is available from the Department of Commerce at www.commerce.wa.gov.au); or
- it has been approved by the State Administrative Tribunal (if the parties have agreed to a provision that is different to the prescribed form).

If 5 years of the term have already expired, then the clause must be in accordance with the provisions of the Act — which sets out requirements in relation to notice, offer of alternative premises, payment of the Lessee's reasonable costs and payment of compensation.

(See section 14A of the Act.)

What you should do:

- ***carefully look at any redevelopment or relocation clause in the lease and consider:***
 - ***what commitment is the landlord giving about relocation of the shop – will the new location and rental be comparable to the current premises?***
 - ***what compensation is the landlord offering you if your trade is affected?***
 - ***what effect will it have on your business?***
- ***seek independent financial, legal and business advice on the clause.***

RENT

Rent is usually the largest ongoing payment required under a lease. The Act does not regulate what the rent should be. However, the Act includes some rules relating to rent based on turnover and review of rental.

Types of rent

The initial rent for a shop is a matter for negotiation between the landlord and the Lessee. Rental for retail shops can vary considerably depending on the location, the size of the shop, the term of the lease and the type of business.

Some common methods of determining rent are:

- net rent — an agreed base rent plus a contribution to the landlord's operating expenses or outgoings
- gross rent — an all inclusive payment for all the shop's occupancy costs
- semi-gross rent — an amount charged for rental inclusive of some outgoings (for example, the Lessee may pay the semi-gross rent plus its proportion of rates and taxes)
- turnover rent or percentage rent — a component of rent that is determined as a percentage of the Lessee's turnover during a specified period.

What you should do:

- ***seek expert advice as to the basis for determining rent that best suits your business operations***
- ***pay your rent on time — if you don't pay your rent, the landlord may be able to end your lease.***

Rent based on turnover

Some leases base rent (or a part of the rent) on a percentage of the turnover of the Lessee's business.

If you have agreed to a rent based on turnover, then:

- the lease must set out an agreed formula
- your agreement must be formalised in writing on the prescribed form before the lease is entered into (the prescribed form is Form 2 of Schedule 2 to the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985* and is available from the Department of Commerce at www.commerce.wa.gov.au).

The Act also recognises the confidentiality of turnover figures to a retail business and limits the use of this information.

(See section 7 of the Act.)

The landlord cannot require you to provide turnover figures unless your rent is to be based on turnover.

(See section 8 of the Act.)

RENT REVIEW

Most leases will state that the rent will be reviewed at regular intervals.

At each review time the lease must set out a single basis on which the rent is to be reviewed, this can include:

- the market rent
- an increase by reference to the Consumer Price Index (CPI)
- a set percentage increase
- an agreed formula or combination, for example, CPI + 2%.

The types of review may vary over the life of the lease (the lease may state that reviews are to alternate between CPI and market review). However, the lease cannot give the landlord the right to choose the greatest return from a range of rent types at any one review (for example, the lease cannot state that the increase is to be CPI or 5% whichever is higher).

The lease may specify only one method of review at a time.

Market rent

The Act provides that market rent is the rent obtainable for the retail shop in a free and open market if it were vacant and to be let on similar terms.

The market rent is not to take into account:

- the goodwill of the business
- any stock, fixtures or fittings that are not the property of the landlord
- any structural improvements paid for or carried out by the current Lessee.

Market rent review

If your lease specifies a market rent review, the Act provides that both parties can initiate the market rent review process and if the parties cannot agree on the rental:

- appoint a licensed valuer (agreed to by both parties) to determine the new rental; or
- request that the Small Business Commissioner appoint a valuer to determine the rental; or
- each appoint a valuer to determine the rental.

A landlord is required under the Act to provide a valuer with certain information in relation to retail shops in a shopping centre or in the same building in order to assist the valuer to decide the market rent. A valuer must keep this information confidential.

A disagreement regarding the new rent may be referred to the Small Business Commissioner for mediation or to the State Administrative Tribunal for determination. Until the new rent is agreed, the current rent continues to apply. Once the higher or lower rent is agreed, adjustments will be backdated to the review date.

No “ratchet” clauses

Any provision in a lease about a market review that seeks to prevent the rent from rising or falling above or below a certain level is void. The lease must allow the rent to rise or fall to a level supported by market evidence, for example, a clause cannot stop the rent from decreasing on a market review.

(See section 11 of the Act.)

What you should do:

- ***make sure that you understand how your rent is to be calculated and what other payments may be required***
- ***consider whether your business can sustain the current rent, rent increases and operating expenses over the term of the lease.***

CONTRIBUTION TO THE LANDLORD’S OPERATING EXPENSES OR OUTGOINGS

You may be required to contribute to a proportion of the landlord’s expenses. The landlord’s expenses are described in the Act as operating expenses. Leases can also refer to them as “outgoings or variable outgoings”.

Operating expenses are the costs of operating, repairing or maintaining the landlord's premises including any building common areas. Typically these costs include the rates and taxes, cleaning, air conditioning, security, insurances and other valid expenses of running the property.

Details about the operating expenses and their payment are to be set out in the lease and the disclosure statement.

No capital expenses or management fees

The landlord cannot recover the following from you as an operating expense:

- management fees
- capital expenditures in relation to a retail shopping centre (for example, asset replacement)

Operating expenses are not to exceed the “relevant proportion”

Your contributions to operating expenses are negotiable. The Act provides that a Lessee cannot be required to contribute more than the “relevant proportion” in relation to an operating expense. Nothing prevents you from negotiating with the landlord to pay less than the relevant proportion.

The relevant proportion is calculated by comparing the lettable area of your shop to the total lettable area of the shopping centre or the group of premises to which the expense relates.

$$\text{relevant proportion} = \frac{\text{lettable area of shop}}{\text{total lettable area}}$$

Referable expenses

In certain circumstances an operating expense may be incurred in relation to only some of the businesses in a centre or group of premises, for example, specialised cleaning used by only a few Lessees. This is called a “referable expense” and can be allocated using the total lettable area of only the shops to which the referable expense relates.

What you should do:

- ***make sure that you understand the operating expenses before signing the lease***
- ***budget to meet the operating expenses payments.***

Landlord to provide estimates and statements for operating expenses

In order to recover operating expenses from you, the landlord must provide you with:

- an annual estimate of expenditure for each operating expense
- an audited operating expenses statement for each accounting period detailing all expenditure by the landlord (this statement must be given within 3 months after the end of the accounting period).

(See section 12 of the Act.)

SINKING FUNDS

If your shop is in a shopping centre and you have agreed to contribute to a fund for major repair and maintenance works, your contributions are protected under the Act. These funds are subject to accounting and audit provisions and should not be spent by the landlord on anything other than the purpose for which they are collected. These costs may be in addition to operating expenses charged under the lease.

Capital works must be paid for by the landlord and would include such works as the construction of extensions to the shopping centre and the replacement of major plant and equipment.

(See section 12A of the Act.)

OTHER FUNDS AND RESERVES

The landlord is also required to properly account for the administration, expenditure and auditing of any other funds or reserves that you have agreed to contribute to for specific purposes such as for marketing or promotion. These costs may be in addition to operating expenses charged under the lease.

(See section 12B of the Act.)

FITOUT AND REFURBISHMENT

Lessees are usually responsible for the costs of installing fixtures and fittings in the shop (the *fitout*). There may be a standard of construction required for fitouts. You may also be responsible for some or all of the landlord's costs of preparing the shop for the fitout.

Fitout requirements must be detailed in the disclosure statement.

A provision in a lease requiring a Lessee to contribute to the cost of any of the landlord's finishes, fixtures, fittings, equipment or services will be void unless the disclosure statement notifies the Lessee about the effect of the provision.

(See section 12(3A) of the Act.)

The Act provides that a clause about refurbishment or refitting will be void unless it provides the Lessee with enough detail about the required refurbishment or refitting as is necessary to indicate the nature, timing and extent of work required.

(See section 14C of the Act.)

What you should do:

- *ensure that you understand your obligations with regards to the fitout of the premises*
- *if possible, obtain or prepare a condition report prior to entering into the lease so that you have evidence of its condition*
- *ensure you have a sufficient fitout budget as some fitout costs (for example cost of moving plumbing) are often overlooked*
- *discuss variations of standard fitout with the landlord — as this could cost you extra.*

LEGAL FEES

The Act prohibits the landlord from claiming legal or other expenses from you relating to:

- the negotiation, preparation or execution of the lease (or any renewal or extension of the lease)
- obtaining the consent of a mortgagee to the lease
- the landlord's compliance with the Act.

However, if you assign your lease or sub-let the premises, the landlord may claim from you any reasonable legal or other expenses incurred in connection with the assignment or sub-letting.

(See section 14B of the Act.)

TRADING HOURS

The trading hours for your shop may be affected by a number of matters.

Retail trading hours legislation in Western Australia sets out those hours that retailers may open (this can vary depending on the type of business you operate).

If your retail shop is located inside a shopping centre then for practical reasons the opening and closing times for the centre (*core hours*) may be different to the trading hours permitted by law. This should be set out in the disclosure statement by the landlord.

When do you have to open your shop?

A clause in a lease which requires you to open your premises at specified hours or for specified times is void under the Act. For example, you cannot be required to open your shop for the core hours for a centre. You can choose which hours to open your shop.

If you believe that your lease has not been renewed because you did not open at certain times you can apply to the State Administrative Tribunal for compensation.

(See section 12C of the Act.)

What you should do:

- ***if your premises are in a shopping centre you should check that the core hours are suitable for your business***
- ***find out whether you can open your shop at any times outside of the core hours and find out about what costs are involved***
- ***remember that the lease can't require you to open your shop for specified hours or during specified times.***

Standard trading hours and operating expenses

The Act also sets out “standard trading hours” which are used only for the purposes of allocating operating expenses.

For the purposes of allocation of operating expenses “standard trading hours” are:

- 8.00 a.m. to 6.00 p.m. Monday, Tuesday, Wednesday and Friday
- 8.00 a.m. to 9.00 p.m. Thursday
- 8.00 a.m. to 5.00 p.m. Saturday.

The Act provides that if you do not open outside standard trading hours, then you cannot be charged operating expenses related to the extended hours (for example, additional security costs).

If, however, you do open outside the standard trading hours, you may be required to pay operating expenses related to the extended hours. These expenses should be calculated based on the lettable area of those shops which were open during the extended hours.

If you are closed for a period during the standard trading hours (for example, if you do not open your shop until 10 a.m.), you may still be charged operating expenses for the time that you are closed, that is, between 8.00 a.m. and 10.00 a.m..

(See section 12(1)(c) of the Act.)

Retail trading hours law may allow you to open at times outside of the standard trading hours (for example, Sunday trading) - however:

- ***you can't be forced to open your business***
- ***you are not required to make a contribution to operating expenses relating to non-standard hours if you choose not to open during those times.***

VOID CLAUSES

The lease agreement and any other verbal or written agreements cannot include clauses that are contrary to any provision in the Act.

In addition, the Act specifically precludes the lease or any other agreement from containing clauses that:

- require a Lessee to pay key money, which is any money or other benefit in addition to rent paid to the landlord or others for the right to lease retail shop premises (*See section 9 of the Act.*)

- prevent the Lessee disclosing the rent it has agreed to third parties, such as other retail Lessees or their valuers (*See section 11(2a) of the Act.*)
- require the Lessee to contribute to any fund that applies moneys to capital expenditure in a shopping centre, such as new building works (*See section 12(2) of the Act.*)
- require a Lessee to open for specified hours or during specified times (*See section 12C of the Act.*)
- prevent a Lessee from joining a Lessee’s association or similar body (*See section 12D of the Act.*)
- require a Lessee to provide turnover figures to the landlord, unless the Lessee has agreed to pay rent based on turnover (*See section 8 of the Act.*)

A clause in a lease that is contrary to the provisions of the Act is void and has no effect.

DISRUPTIONS — COMPENSATION BY THE LANDLORD

The Act states that, if your shop is in a shopping centre, you are entitled to seek reasonable compensation from the landlord if the landlord:

- inhibits or prevents your, or customer, access to the shop premises
- disrupts trading conditions, causing loss of profits to your business
- does not properly repair, maintain or clean the shopping centre premises or common areas.

You will only be entitled to compensation from the landlord if you have given the landlord notice in writing to rectify the problem and the landlord has not done so.

If you cannot agree the amount of compensation with the landlord, you can make an application to the State Administrative Tribunal for a decision as to the amount payable.

In most cases, before making an application to the State Administrative Tribunal you must attempt to resolve the matter through the Small Business Commissioner’s dispute resolution processes.

(See section 14 of the Act.)

UNCONSCIONABLE CONDUCT AND MISLEADING AND DECEPTIVE CONDUCT

The Act provides that neither the landlord nor the Lessee can engage in conduct that is:

- unconscionable (conduct that is so harsh, oppressive or unreasonable that it goes against good conscience)
- misleading or deceptive.

The State Administrative Tribunal can hear a claim for unconscionable conduct or misleading and deceptive conduct and may make an order for payment of compensation or another appropriate order (such as an order to vary a lease or an order that a party stop doing something).

In most cases, before making an application to the State Administrative Tribunal you must attempt to resolve the matter through the Small Business Commissioner’s dispute resolution processes.

(See Part IIA of the Act.)

ASSIGNMENT AND SUB-LEASING

During the term of the lease, your circumstances may change and you may want to sell your business and assign your lease or sub-let all or part of the premises.

Your responsibilities if you assign your lease

If you assign your lease the new Lessee “takes over” and assumes all your rights and responsibilities including rent and any other obligations under the lease from the date of assignment.

Although the Act gives you a right to assign your lease, the landlord may withhold consent on reasonable grounds. Examples of reasonable grounds include:

- if the landlord believes that the new Lessee would not be able to meet their financial obligations;
or
- if the proposed use of the premises is contrary to the use permitted in the lease.

You will need to write to the landlord seeking consent for assignment of the lease. If the landlord doesn't reply within 28 days, you are entitled to assume the landlord has consented to the assignment.

You may have to pay the landlord's reasonable expenses for assessing a prospective Lessee to take over your lease.

Your responsibilities if you sub-lease your shop

If you sub-let all or part of your premises you effectively become the landlord and the person you sub-let to is your Lessee. Sub-leasing means that you will still be responsible under the lease to your landlord (for example, you may be liable for the rent if the sub-lessee does not pay).

You will also have obligations to the person you sub-let to, for example, you will need to provide a Lessee guide and disclosure statement to your sub-Lessee.

Your lease may include restrictions on sub-leasing. You should check your lease and seek advice as to its requirements on sub-leasing.

You may need to write to the landlord seeking consent to sub-lease. If the landlord doesn't reply within 28 days, you are entitled to assume the landlord has consented to the sub-lease.

(See section 10 of the Act.)

What you should do:

- ***seek independent legal advice as to the requirements of the Act and your obligations on assignment or sub-leasing.***

DEFAULT OR BREACH OF LEASE

Most leases allow the landlord to terminate (or end) the lease on a breach or default by the Lessee (for example, failure to pay rent). You should ensure that you understand the procedures set out in the lease in relation to default. For example, in many instances, your obligation to pay future rent will continue even after a lease has been terminated.

DISPUTES BETWEEN THE LESSEE AND LANDLORD

State Administrative Tribunal

If you are unable to resolve a dispute with your landlord over any aspect of your retail shop lease the Act allows the State Administrative Tribunal to deal with these disputes.

Either you or the landlord may initiate this action with the Tribunal by making an application and paying the appropriate fee. The Tribunal generally deals with matters through an initial directions hearing, a mediation process or in a hearing.

(See section 16 of the Act.)

Small Business Commissioner

In most cases, before making an application to the State Administrative Tribunal you must attempt to resolve the matter through the Small Business Commissioner's dispute resolution processes.

(See Part III of the Act and regulation 10.)

Advice about a dispute can be obtained from lawyers with property experience, the Small Business Development Corporation, industry sources, Lessee advocates and retail representative groups.

KEEP RECORDS

You should make sure that you keep records of all agreements, undertakings, correspondence (including emails) and other communications with the landlord. Where possible you should confirm things in writing.

Make sure that you diarise important dates in relation to your lease.

If you need to make a claim in the Tribunal you will need to provide appropriate evidence to support your claim.

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Details

Parties

Shire of Perenjori

of 56 Fowler Street, Perenjori, Western Australia 6620
(Lessor)

Perenjori Community Resource Centre Inc. (ABN 63 943 737 987)

of 4 Fowler Street, Perenjori, Western Australia 6620
(Lessee)

Background

- A The Lessor is the registered proprietor of the land described in **Item 1(1)** of the Schedule (**Land**).
- B The Lessee has requested that the Lessor grant it a lease of the whole of the Land, and the Lessor has agreed subject to the Parties entering into this agreement.

Agreed terms

1. Grant of Lease

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

- (a) any Encumbrances and the Reservations;
- (b) the payment of the Amounts Payable; and
- (c) the performance of the Lessee's Obligations.

2. Quiet enjoyment

Except as provided in the Lease, subject to the performance 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.

Lessee's rights and obligations

3. Rent and other payments

3.1 Rent

The Lessee agrees with the Lessor to pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule from the Commencement Date clear of any deductions whatsoever.

3.2 Outgoings

- (1) The Lessee agrees with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of the Premises:
 - (a) charges for disposal of stormwater, meter rent and excess water charges;
 - (b) telephone, internet, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection AND the Lessee shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Lessee;
 - (c) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (d) the costs of any lighting of, supply of internal security and toilet requisites to, and maintenance and repair of the Premises;
 - (e) premiums, excesses and other costs arising from the insurance obtained by the Lessor pursuant to **clause 23**; and
 - (f) 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 **clause 3.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.
- (3) For clarity and without detracting from **clause 3.2(1)** the Lessor shall bear the cost of:
 - (a) local government rates, taxes and charges;
 - (b) water drainage and sewage rates;
 - (c) emergency service levy;
 - (d) waste and rubbish removal charges;
 - (e) ground repairs and maintenance;
 - (f) water consumption; and
 - (g) termite inspection and control.

3.3 Operating Expenses

The Lessee shall pay to the Lessor the Lessee's Operating Expenses in the manner provided for in **clause 3.4**.

3.4 Payment of Operating Expenses

- (1) Prior to or at the commencement of a Lease year, the Lessor may make an estimate of the expected Aggregate of Operating Expenses for the ensuing Lease year and deliver to the Lessee written notification of –
 - (a) that estimate;
 - (i) the consequent estimate of the Lessee's Operating Expenses payable by the Lessee (**Estimated Operating Expenses**); and
 - (ii) the Estimated Operating Expenses divided into monthly instalments (**monthly instalments**).
- (2) The Lessee must one month after receiving an estimate in accordance with **sub-clause (i)**, and thereafter on the 1st day of each ensuing month, without any necessity for any account, invoice or demand by the Lessor, pay to the Lessor the monthly instalments of the Estimated Operating Expenses.
- (3) As soon as reasonably possible after each Lease year, but no later than three (3) months after each Lease year, the Lessor will cause the Lessor's auditors to investigate and certify as to –
 - (a) the actual amount of the Operating Expenses incurred by the Lessor during the lease year;
 - (b) the consequent calculation of the actual amount of the Lessee's Operating Expenses payable by the Lessee during that Lease year (**Actual Operating Expenses**)and the Lessor will deliver that certificate (**Audit Certificate**) to the Lessee.
- (4) Upon receipt of the Audit Certificate the Lessee will forthwith pay the amount (if any) by which the Actual Operating Expenses exceeds the total monthly instalments paid by the Lessee in respect of that Lease year or the Lessor will credit against future monthly instalments (or if the Lease has

been determined, pay to the Lessee) any amount by which the total monthly instalments exceeds the Actual Operating Expenses.

3.5 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, the Lessee agrees with the Lessor to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 30 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.

3.6 Costs

- (1) The Lessee agrees 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 an obligation or agreement by the Lessee or an Authorised Person;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 3.6** or any matter arising out of this Lease.

4. Rent review

4.1 Rent to be reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

4.2 Methods of review

The review will be either based on CPI, Market Review, Fixed Percentage Increase or a Fees and Charges Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

4.3 CPI review

- (1) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 4.4(3)** below. A rent review may be based on the increase in CPI plus a stipulated percentage.

4.4 Market review

- (1) A rent review based on market rent will establish the current market rent for the Premises on the relevant Rent Review Date.
- (2) In order to determine the current market rent for the Premises the Lessor will first obtain an independent market valuation at its expense (“Lessor’s valuation”). If the Lessee accepts the Lessor’s valuation then the current market rent will be determined in accordance with the Lessor’s valuation. If the Lessee disputes the valuation obtained by the Lessor it may obtain an independent valuation at its own expense (“Lessee’s valuation”), which the Lessor may at its discretion accept as the current market rent or the parties may negotiate and agree on a current market rent having regard to both the Lessor’s valuation and the Lessee’s valuation.
- (3) If agreement as to the current market rent for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the joint expense of the parties by a valuer (**Valuer**) licensed under the Land Valuers Licensing Act 1978, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (4) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (5) In this **clause 4.4**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for rental for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

4.5 Fixed Percentage Increase

A rent review based on a Fixed Percentage Increase will increase the annual rent by the fixed percentage stipulated in **Item 6** of the Schedule.

4.6 Fees and Charges Review

- (1) A rent review based on the Fees and Charges Review will establish the annual rent for the Premises on the relevant Rent Review Date.
- (2) In accordance with section 6.16 of the *Local Government Act 1995* (WA), the Lessor may impose (by absolute majority) a fee or charge for providing the use of, or allowing admission to, any property or facility wholly or partly owned, controlled, managed or maintained by the Lessor.
- (3) In determining the amount of the fee or charge for a service or for goods the Lessor is required to take into consideration the following factors:
 - (a) the cost to the lessor of providing the service of goods; and
 - (b) the importance of the service or goods to the community; and
 - (c) the price at which the service or goods could be provided by an alternative provider.
- (4) Where the Lessor exercises this power, the fees and charges are to be imposed once the Council adopts the annual budget and the Lessor has given the Lessee and the local public notice of –

- (a) its intention to do so; and
- (b) the date from which it is proposed the fee or charge will be imposed.

4.7 Lessor's right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

5. Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

6. Payment of money

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

7. Insurance

7.1 Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (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 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.

7.2 Details and Receipts

In respect of the insurances required by **clause 7.1** the Lessee must:

- (a) on demand supply to the Lessor details of the insurances and give to the Lessor copies of the certificates of currency in relation to those insurances;
- (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) not amend the terms of any of the insurance policies without the Lessor's prior written consent;
- (d) 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.

- (e) apply the proceeds of any claim made under any of such policies to the purpose for which the insurance was effected on terms first approved by the Lessor in writing.

7.3 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 **clause 7.1** or **clause 23** void or voidable;
- (b) cause the rate of a premium on any insurance effected under **clause 7.1** or **clause 23** to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.4 Reports

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

- (a) any damage to the Premises of which the Lessee is or might be aware; and
- (b) any circumstances of which the Lessee is aware and which is likely to be a danger or cause any damage or danger to the Premises or to any person who is lawfully using or may lawfully use the Premises.

7.5 Lessee to pay excess on insurances

The Lessee agrees with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 7.1**.

7.6 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

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

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

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) 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:

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;

- (e) any work carried out by or on behalf of the Lessee on the Premises;
- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's Obligations under this Lease; or
- (h) an 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 or any Authorised Person against any loss, damage, expense, action or claim to the extent caused or contributed (to the extent of that contribution) by a negligent or wrongful act or omission of the Lessor or any Authorised Person.

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 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; and
 - (ii) loss of or damage to the Premises or personal property of the Lessee;

except to the extent that such loss or damage is caused or contributed (to the extent of that contribution) by a negligent or wrongful act or omission of the Lessor or any Authorised Person.

(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.

9. Use

9.1 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 it for any use or purpose other than the Permitted Use; or
- (b) use the Premises for any purpose which is not permitted under any local planning scheme, local laws, acts, statutes 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 any thing 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 shall not unreasonably be withheld.

(7) No smoking

The Lessee must not suffer or permit a person to smoke in any building on the Premises.

(8) Sale of alcohol

The Lessee covenants and agrees:

- (a) not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises;
- (b) not to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and
- (c) 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.

(9) Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles, which shall be emptied at intervals sufficiently regular to prevent the accumulation of waste or garbage.

(10) 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.

(11) No breach of copyright

The Lessee shall not do any act, nor authorise or permit any person to do any act, that constitutes a breach or infringement of copyright under the *Copyright Act 1968* (Cth).

(12) Toilets

The Lessee must not use or permit toilets or 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 act or thing to be done that might obstruct or otherwise affect or damage the same.

9.2 No warranty

The Lessor gives no warranty:

- (a) as to the suitability of the Premises for the Permitted Use; 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.

9.3 Premises subject to restriction

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

9.4 Indemnity for costs

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

10. Keys and access

10.1 No additional copies without approval

Unless otherwise approved by the Lessor in writing, the Lessee must not:

- (a) have additional sets of keys copied or cut; or

- (b) remove the keys from the tag issued by the Lessor.

10.2 Notify the Lessor of lost keys

- (1) The Lessee must notify the Lessor of any loss of keys immediately.
- (2) To ensure all keys conform with the Lessor's master keys, the Lessor will arrange for replacement keys to be issued to the Lessee at the Lessee's cost.

10.3 No change of locks without approval

- (1) The Lessee must not change any of the Premises' locks, without the prior approval of the Lessor.
- (2) If the locks are changed the Lessee must provide the Lessor with keys to access all areas of the Premises.

10.4 Cost of re-entry

If the Lessor requires access to the Premises pursuant to its powers under this Lease, and is unable to access the Premises due to the Lessee making a change in locks, but not providing a key or keys to such locks to the Lessor, the Lessor may take all such measures to enter the Premises and to re-secure the Premises, and the Lessee will bear all costs associated with such measures.

11. Maintenance, Repair and Cleaning

11.1 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) in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.
- (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;
 - (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.

11.2 Cleaning of Premises

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

11.3 Repair Damage

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, 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 and replace any of the Lessor's Fixtures and Fittings which are or which become damaged.

11.4 Lessor's Fixtures and Fittings

- (1) The Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.
- (2) The Lessor's Fixtures and Fittings must be present and accounted for at the termination of each Term.

11.5 Pest Control

Pest Control is to be conducted every three (3) months at the responsibility and cost of the Lessee.

11.6 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.

11.7 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.

11.8 Maintenance Schedule

- (1) Notwithstanding any other provision of this Lease, the Lessee covenants and agrees to comply with and be responsible for those items listed as the responsibility of the Lessee/occupant in the Maintenance Schedule.
- (2) The Lessee and the Lessor agree that the provisions of the Maintenance Schedule, and responsibilities listed in the Maintenance Schedule, will prevail over any contrary provision in this Lease.

12. Lessee's Works

12.1 Definition of Lessee's Works

For the purposes of this clause, "**Lessee's Works**" includes:

- (a) any alteration, improvement or development of the Premises including but not limited to the erection of any building, structure or fixture on the Premises;
- (b) the excavation or demolition of any part of the Premises; or
- (c) the removal, sale or disposal of any materials from the Premises.

12.2 Approval of Lessee's Works

- (1) The Lessee shall not undertake any Lessee's Works unless the Lessee first:
 - (a) submits to the Lessor:
 - (i) a detailed description and design of the proposed Lessee's Works; and
 - (ii) a certified quantity surveyor estimate of the cost of the proposed Lessee's Works;
 - (b) obtains the written consent of the Lessor, which consent may be withheld in the absolute discretion of the Lessor or granted subject to such conditions as the Lessor sees fit including but not limited to any condition requiring amendment of the plans for the proposed Lessee's Works in a manner deemed appropriate by the Lessor; and
 - (c) obtains any statutory approval, consent or permit required for the Lessee's Works including but not limited to:
 - (i) planning approval of the Lessor under a local planning scheme of the Lessor; and
 - (ii) a building permit under the *Building Act 2011*.
- (2) If the Lessor does not agree with the quantity surveyor estimate of the cost of the proposed Lessee's Works submitted under subclause (1)(a), then the parties shall agree on an independent quantity surveyor to provide an estimate of the Lessee's Works having regard to the estimate submitted by the Lessee. The determination of the independent quantity surveyor shall be final and binding. The parties shall bear equally the costs of the independent quantity surveyor.

12.3 Completion of Lessee's Works

The Lessee's Works shall be undertaken and completed:

- (a) in accordance with the Lessor's consent, including any condition of such consent;
- (b) in accordance with statutory approval, consent or permit applicable to the Lessee's Works; and
- (c) to the satisfaction of the Lessor.

12.4 Costs of Lessee's Works

The Lessee shall be responsible for all costs of, or associated with, the Lessee's Works including but not limited to costs of or associated with:

- (a) an application for planning consent;
- (b) an application for a building permit;
- (c) obtaining any other statutory approval required, including Water Corporation approval where necessary;

- (d) construction or installation of the Lessee's Works; and
- (e) installation or upgrade of any services.

12.5 Supervision of Lessee's Works

The Lessor reserves the right to appoint a representative of the Lessor to oversee all Lessee's Works at the Premises and sign off on the completion of key items within the Lessee's proposed design.

12.6 Lessee's contractors

The Lessee will provide to the Lessor:

- (a) trade or other relevant professional certifications; and
- (b) confirmation of public liability insurance cover,

in respect of all contractors of the Lessee undertaking the Lessee's Works at the Premises.

12.7 Ownership of Lessee's Works

The parties acknowledge and agree that any Lessee's Works shall vest to the Lessor upon Termination of the Lease without cost to the Lessor.

13. Report to Lessor

The Lessee must immediately report to the Lessor:

(a) Vandalism

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) Pollution

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;

(c) Notices, etc

All notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor;

(d) Defects

Any accident to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the Premises and of any circumstances known to the Lessee that may be or may cause a risk or hazard to the Premises or to any person on the Premises.

14. Assignment, subletting and charging

14.1 No assignment or subletting without consent

The rights in this Lease are personal to the Lessee, and Lessee may not transfer, assign, sublet, assign or otherwise part with possession or any way dispose of any of its rights or obligations under

this Lease without the written consent of the Lessor, which consent shall not be unreasonably withheld, subject to the Lessee's compliance with **clause 14.3**.

14.2 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 Law will be deemed to be an assignment of the leasehold estate created by this Lease.

14.3 Requirements for assignment or subletting of Lease

If the Lessee wishes to assign this Lease or sublet the Premises the Lessee shall request the Lessor in writing to consent to an assignment or sublease of the Premises, and such consent shall not be unreasonably withheld, subject to:

- (a) the proposed assignee or sublessee being a respectable and financially sound person, experienced and having a good reputation in conducting a business permitted under the provisions of the Lease, which the Lessee must demonstrate to the Lessor's reasonable satisfaction, and the onus of proof shall be on the Lessee to the reasonable satisfaction of the Lessor;
- (b) the Lessee paying the Lessor's reasonable legal costs and expenses incurred in relation to the assignment or sublease, and all costs for stamping and registration of documents relating to the proposed assignment or sublease;
- (c) the Lessee paying all Rent and other moneys properly due and payable to the Lessor as at the date of assignment and remedying any existing unremedied breach of the Lease; and
- (d) the Lessee complying with any condition of the assignment or sublease imposed by the Lessor that the proposed assignee or sublessee:
 - (i) enters into a deed to covenant to observe the terms and conditions of the Lease in such form as may be required by the Lessor; and/or
 - (ii) provides reasonable security by way of bank guarantee or other form acceptable to the Lessor.

14.4 Property Law Act 1969

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

14.5 No mortgage or charge

The Lessee must not mortgage nor charge the leasehold interest in the Premises.

15. No caveat or other interest

15.1 No caveat or other interest

The Lessee nor any person on behalf of the Lessee must not lodge any absolute caveat, subject to claim or any other interest including any lease, sublease, mortgage, charge over the Land or Premises or part thereof, without the prior written consent of the Lessor.

15.2 Removal of interest

If any caveat or other interest is lodged without the consent of the Lessor, the Lessee irrevocably appoints the Lessor (or any person authorised by the Lessor for that purpose) jointly and severally:

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

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

15.3 Costs of removal, indemnity and ratification

- (1) 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.
- (2) The Lessee indemnifies the Lessor against:
 - (a) any loss arising from any act done under **clause 15**; and
 - (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee including the withdrawing of any caveat effecting the Land the registration of this Lease to exercise the power of attorney set out in **clause 15**.

16. Statutory obligations and notices

16.1 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 Permitted Use to be undertaken on the Premises;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

16.2 Indemnity if fails to comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 16.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 16.1**.

17. Obligations on expiry or termination of Lease

17.1 Peacefully Surrender

On Termination the Lessee must:

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

17.2 Remove Lessee's property prior to termination

Prior to Termination, the Lessee must, unless otherwise approved by the Lessor:

- (a) remove from the Premises all property of the Lessee including the Lessee's signs, fixtures, fittings, plant, equipment and other articles upon the Premises in the nature of trade or Lessee's fixtures brought upon the Premises by the Lessee (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
- (b) make good any damage caused by such removal and if required by the Lessor must remove any alterations made by the Lessee so that the Premises are restored to their original condition.

17.3 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 17.2** by Termination, 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.

17.4 Obligations to continue

The Lessee's obligations under this clause will continue, notwithstanding the end or Termination of this Lease.

18. Bank Guarantee

18.1 Bank Guarantee

The Lessee must give the Lessor an unconditional and irrevocable undertaking (**Bank Guarantee**) from a bank or financial institution authorised to carry on banking in Australia under the *Banking Act 1959* in the terms provided in **clauses 18.2 to 18.6**.

18.2 Purpose of the Guarantee

The Bank Guarantee will authorise the Lessor to draw on the money guaranteed:

- (a) if any Amounts Payable remain unpaid for fourteen (14) days after becoming due whether or not a demand or Notice has been given to the Lessee; or
- (b) to recover the cost to the Lessor of rectifying any breach of any of the Lessee's Obligations (other than the covenant to pay the Amounts Payable) which has not been rectified by the Lessee within twenty-eight (28) days of being notified of the breach.

18.3 Form of the Guarantee

The Bank Guarantee must be in favour of the Lessor and in a form that is reasonably satisfactory to the Lessor.

18.4 Term of Guarantee

The Bank Guarantee must be enforceable at all times for:

- (a) the Term of the Lease;
- (b) any further term, extension or holding over; and
- (c) a period of three (3) months after termination of the Lease.

18.5 Amount of Bank Guarantee

- (1) The amount of the Bank Guarantee shall be at any point in time during the Term or any Further Term be equal to the sum specified in **Item 9** of the Schedule.
- (2) The Lessee shall promptly replace any part of the Bank Guarantee that is called upon during the Term or any Further Term.

18.6 Review of Bank Guarantee

The amount of the Bank Guarantee shall be reviewed on each Rent Review Date and where in the Lessor's reasonable opinion it is necessary increased by the same percentage at which the Rent increases for the Rent period commencing on that Rent Review Date.

18.7 Cost of Bank Guarantee

Any costs associated with meeting this obligation will be paid by the Lessee.

Lessor's rights and obligations

19. Provide keys

The Lessor will provide the Lessee with one (1) set of keys for access to the Premises upon the signing of the Lease, unless keys to the Premises have previously been provided to the Lessee.

20. Lessor's right of entry

20.1 Entry on reasonable notice

The Lessee must permit entry by the Lessor or any Authorised Person without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a) at all reasonable times;

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

20.2 Costs of rectifying breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 20.1(d)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

21. Lessor's right to install services

- (1) The Lessor reserves to itself and to any Authorised Person the right:
 - (a) to enter the Premises at all reasonable times with all necessary materials and appliances to erect, make, excavate, lay or install in, on, over, through or under the Premises any posts, drains, pipes, conduits, ducts, cables, wires or other things required for any existing or future service to the Building including to pass running water, heat, oil, electricity and other power, telephone lines and conditioned air;
 - (b) to enter the Premises for the purpose of inspecting, removing, maintaining, altering or adding to any such things relating to an existing or future service to the Premises.
- (2) In each case mentioned in subclause (1) above, the Lessor or any Authorised Person must cause as little inconvenience and damage to the Lessee as is reasonably practicable in the circumstances and must make good any damage so caused.
- (3) The Lessor is not liable to the Lessee for any loss or damage caused to the Premises, or to the Lessee, by reason of any interruption to the Lessee's business, or any interference in the use or enjoyment of the Premises by the Lessee, during the course of or as a result of the doing of any of the acts or things reserved to the Lessor or any Authorised Person under this Lease.

22. Limit of Lessor's liability

22.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring, except to the extent caused by the negligence of the Lessor.

22.2 Limit on liability for breach of Lessor's obligations

- (1) The Lessor is only liable for breaches of the Lessor's Obligations set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple of the Premises.
- (2) 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.

23. Building insurance

- (1) The Lessor shall effect and keep effected policies of insurance in relation to any risk relating to the Lessor's ownership or interest in the Land and the Premises including, without limitation, insurance for fire, Lessor's fixtures and fittings, and the Lessee will reimburse the Lessor for any premiums or other costs arising therefrom in accordance with **clause 3.2(1)(e)**.
- (2) Any damage to the building exterior by way of vandalism, inclement weather, accidental or wilful damage is to be covered by the Lessor's insurance.
- (3) Any damage to the building interior and equipment (excluding fair wear and tear) is to be covered by the Lessee.

Mutual agreements

24. Damage or destruction of premises

24.1 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.

24.2 Dispute as to Abatement of Rent

Any dispute arising in relation to the abatement of rent pursuant to **clause 24.1** shall be determined in accordance with **clause 28** 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.

24.3 Termination

In the event that fifty per cent (50%) or more of the gross lettable area of the Premises is damaged or destroyed by fire or any like casualty the Lessor will have the option to be exercised by notice in writing delivered to the Lessee within sixty (60) days of such occurrence, to elect to cancel and terminate this Lease. The Term will terminate upon the third day after such notice is given and the Lessee must vacate the Premises and surrender the same to the Lessor but such termination will be without prejudice to the Lessor's rights in respect of any antecedent breach of this Lease.

25. Option to Renew

25.1 Exercise of option

If the Lessee at least one month, but not earlier than 6 months, prior to the date for commencement of a Further Term gives the Lessor a Notice to grant the Further Term as specified in **Item 3** of the Schedule (if any) and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (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,

the Lessor shall grant to the Lessee a lease for the Further Term in question as specified in **Item 3** of the Schedule at the Rent and on terms and conditions similar to this Lease other than this **clause 25** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

26. 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.

27. Default

27.1 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;

27.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 27.1** 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 Lessee from month to month under **clause 26**,

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.

27.3 Lessor may remedy Lessee's default

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.

27.4 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 of 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.

27.5 Essential terms

Each of the Lessee's Obligations in clauses **3** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **9** (Use), **11** (Maintenance, Repair and Cleaning), **14** (Assignment, Subletting and Charging) and **30** (Goods and Services Tax) is an essential term of this Lease but this clause **27.5** does not mean or imply that there are no other essential terms in this Lease.

27.6 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; and
- (c) the Lessee AGREES 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 lapse 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 obligation set out in **clause 27.6(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.

28. Disputes

28.1 Referral of Dispute: Phase 1

Except as otherwise provided under this Lease or pursuant to the provisions of the *Commercial Tenancy (Retail Shops) Agreements Act 1985*, any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**Lessor's Representative**) who shall convene a meeting within ten (10) days of receipt of such notice from the Lessee 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**).

28.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 28.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within ten (10)

days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the Lessee for the purpose of resolving the dispute.

28.3 Appointment of Expert: Phase 3

In the event the dispute is not resolved in accordance with **clause 28.2** of this Lease then unless otherwise required pursuant to the provisions of the *Commercial Tenancy (Retail Shops) Agreements Act 1985* either party may by written notice to the other party (**Referral Notice**) refer the dispute for written determination by a person (**Expert**) appointed under **clause 28.4**.

28.4 Appointment of Expert

- (1) The expert acts as an expert and not as an arbitrator.
- (2) The expert's determination is conclusive and binds both parties except in the case of a manifest error and matters of law.
- (3) The expert must practise in Western Australia.
- (4) The expert must have at least 5 years current and continuous standing in the expert's profession at the date of appointment.
- (5) The Lessor and the Lessee may each be represented by a legal practitioner at any time during the determination of the dispute.
- (6) If the parties cannot agree on an expert within ten (10) Business Days service of the relevant Referral Notice, either party may apply for the expert to be appointed as follows:
 - (a) for a matter of law, a practising barrister or solicitor appointed by the President of the Law Society of Western Australia;
 - (b) for a financial or accountancy matter, a practising chartered accountant appointed by the President of the Western Australian Regional Council of the Institute of Chartered Accountants in Australia; or
 - (c) for any other matter, a qualified person appointed by the senior officer of an appropriate association, institute, society or board.
- (7) If appropriate and if the parties agree, the dispute may be referred to a panel of experts representing more than one of the appropriate skills.

28.5 Expert's Fees

Each party must pay one half of the expert's fees and expenses, irrespective of the result of the determination.

28.6 Parties to Comply with Lease During Dispute

To the extent that the parties are able to do so, pending determination of the expert's decision they must continue to perform their obligations contained in this Lease.

28.7 Interlocutory Relief

Nothing in this clause prejudices the right of a party to institute proceedings to seek injunctive or urgent declaratory relief.

28.8 Payment of Amounts Payable to Date of Determination

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

29. Consents

29.1 Western Australian Planning Commission's consent

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*.

30. Goods and Services Tax

30.1 Lessee must pay

If GST is payable on the Basic Consideration or any part thereof or if the Lessor is liable to pay GST in connection with the lease of the Premises or any goods, services or other Taxable Supply supplied under this Lease then, unless the Lessor is liable for the payment of a given Taxable Supply, as from the date of any such introduction or application:

- (a) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (b) the Lessee shall pay the increased Basic Consideration on the due date for payment by the Lessee of the Basic Consideration.

30.2 Increase in GST

If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with **clause 30.1**.

30.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 30.2**, the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

31. 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

32. Additional terms and conditions

Each of the terms 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.

General provisions

33. Notice

33.1 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 by prepaid post 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 faxing it to the facsimile number appearing in this Lease or any other facsimile number nominated by a Party by Notice to the other; or
- (d) 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.

33.2 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 33.1(b)**, 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 33.1(b)**, on the fourth Business Day following the date of posting of the Notice;
- (d) if by facsimile, when despatched by facsimile to a facsimile number specified in **clause 33.1(c)** 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; and
- (e) if by email, when despatched by email to an email address specified in **clause 33.1(d)** 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.

33.3 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 or a person authorised by Council of the local government or the CEO;

- (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; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

34. Amendments to Lease

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

35. Waiver

35.1 No general waiver

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.

35.2 Partial exercise of right power or privilege

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

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

Definitions and interpretation

42. Definitions

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

Absolute majority means a majority comprising enough of the members for the time being of the council for their number to be more than 50% of the number of offices (whether vacant or not) of the council;

Aggregate of Operating Expenses means the total amount of Operating Expenses expended or to be expended by the Lessor in any year of the Term;

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

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).

Basic Consideration means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

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 4** of the Schedule;

Council means the council of the Shire of Perenjori as established under the *Local Government Act 1995* (WA);

Councillor means a person who holds the office of councillor on the council (including a person who holds another office under section 2.17(2)(a) or (b) of the *Local Government Act 1995* (WA) as well as the office of councillor).

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

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Title for the Land;

Further Term means each further term specified in **Item 3** of the Schedule;

GST has the meaning that it bears in the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any legislation substituted for, replacing or amending that Act;

GST Adjustment Rate means the amount of any increase in the rate of tax imposed by the GST Law;

GST Law has the meaning that it bears in section 195-1 of the GST Act;

GST Rate means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

Input Tax Credit has the meaning that it bears in section 195-1 of the GST Act.

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, which rate cannot exceed the rate prescribed by, and imposed in accordance with, section 6.13 of the *Local Government Act 1995*;

Land means the land described at **Item 1(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, customers, 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 agreements and obligations set out or implied in this Lease or imposed by law to be performed by any person other than 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, and includes without limitation the items (if any) listed in **Annexure 3**;

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

Maintain and Repair means keeping the Premises at all times in a state of good and substantial tenantable repair and in clean, good working order and condition including but not limited to by undertaking the maintenance tasks for which the Lessee is responsible in accordance with the Lease;

Maintenance Schedule means the maintenance and repair schedule annexed to this Lease as **Annexure 2**;

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

Operating Expenses means any amount expended by or on behalf of the Lessor, including provisions and adjustments appropriate for the Lease year in respect of the whole of the Premises (and not otherwise the direct responsibility of the Lessee or any other Lessee of the Premises) on the following items:

- (c) insurance premiums on:

- (i) all buildings, structures, improvements, plate glass and plant on the Land not being the property of the Lessee or any other lessee and machinery breakdown insurance;
 - (ii) workers compensation insurance in respect of employees employed in respect of the Common Areas;
 - (iii) loss of rent insurance and any other insurance effected by the Lessor in relation to any risk relating to the Lessor's ownership or interest in the Premises;
- (d) the running, lighting, cleaning, repair, maintenance, servicing and replacement of the Premises or for the general benefit of lessees of the Premises including signs, toilets and bathrooms, car parking areas and wages or salaries of staff employed by the Lessor, the cost of materials, and contract charges;
 - (e) supplying electricity, gas, telephone, sewerage, water and other services to the Common Areas or for the general benefit of lessees of the Premises;
 - (f) the supply, repair, maintenance, servicing and replacement of all fire equipment in the Premises and all charges rendered any responsible authority for the supply, maintenance, servicing and monitoring of any fire equipment, including alarms;
 - (g) the maintenance and servicing of air conditioning equipment in the Premises;
 - (h) cleaning of gutters for the Premises;
 - (i) rubbish and trade waste disposal;
 - (j) the repair, maintenance, renovation and replacement of the buildings and other improvements comprising the Premises (including the Common Areas) except structural repairs;
 - (k) audit fees and charges in connection with verification of the Operating Expenses and provision of the Audit Certificate referred to in **clause 3.4(3)**;
 - (l) any other expenditure reasonably and properly incurred by the Lessor in the operation and promotion of the Premises (whether of the kind listed above or otherwise);

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

Permitted Use means the use stipulated at **Item 7** of the Schedule;

Premises means the premises described at **Item 1(2)** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means a date identified in **Item 6** 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;

Tax Invoice has the meaning which it bears in section 195-1 of the GST Act;

Taxable Supply has the meaning which it bears in section 195-1 of the GST Act.

Term means the term of years specified in **Item 2** of the Schedule and any Further Term, where the context permits; and

Termination means expiry of the Lease by lapse of time or sooner determination whether during the Term including any Further Term or any period of holding over.

43. Interpretation

In this Lease, unless expressed to the contrary:

- (a) Words using:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender includes each gender;
- (b) A reference to:
 - (i) a natural person includes a body corporate or local government; and
 - (ii) a body corporate or local government includes a natural person;
- (c) A reference to a professional body includes a successor to or substitute for that body;
- (d) A reference to a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- (e) A reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements of any of them from time to time in force;
- (f) A reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) A reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (h) A reference to this Lease or provisions or terms of this Lease or any other deed, agreement, instrument or contract include a reference to:
 - (i) both express and implied provisions and terms; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) Any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;

- (k) If a Party comprises two or more persons the obligations and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them;
- (l) The agreements and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) an agreement not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
 - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done;
- (m) Except in the Schedule headings do not affect the interpretation of this Lease.

Schedule

Item 1 Land and Premises

(1) Land

Lot 4 on Deposited Plan 226908 being the whole of the land comprised in Certificate of Title 1707 Folio 700.

(2) Premises

The whole of the Land together with all buildings, structures, alterations, additions and improvements on the Land or erected on the Land during the Term as highlighted in red on **Annexure 1**.

Item 2 Term

5 years commencing on the Commencement Date and expiring on 30 June 2028.

Item 3 Further Term

Two options of 5 years each.

Item 4 Commencement Date

1 July 2023.

Item 5 Rent

\$1.00 inclusive of GST per annum payable in advance, with the first payment due on the Commencement Date, and reviewed annually in accordance with the terms of this Lease.

Item 6 Rent Review

Fees and Charges Review: Each anniversary of the Commencement Date during the Term and Further Terms, including the commencement of the Further Term.

Item 7 Permitted Use

Café and coffee shop, post office, office space and uses reasonably ancillary thereto.

Item 8 Public liability insurance

\$20,000,000 (Twenty Million Dollars)

Item 9 Bank Guarantee Amount

N/A

Item 10 Additional terms and conditions

10.1 Lessee's Responsibilities

Without detracting from clause 11, the Lessee is responsible for the maintenance and costs associated with the following—

- (a) grease trap and waste management maintenance, service and removal;
- (b) gas installation including maintenance and service;
- (c) industrial exhaust, fans and kitchen equipment maintenance and service;
- (d) all fit out and property maintenance works including window treatment and maintenance, floor covering and finished, wall lining and internal panels, painting, air conditioning service and lighting;
- (e) all signage on the Premises;
- (f) building cleaning, including the toilets; and
- (g) general cleaning and maintenance, including and if applicable the outdoor alfresco area.

10.2 Safety and Security

- (1) Fire presentation and safety equipment systems are to be installed by the Lessor.
- (2) Fire extinguisher tagging and testing are the responsible of the Lessee, as applicable under the *Work Health and Safety Act 2020*.
- (3) Fencing and the outdoor seating area is a requirement of the licensing authority and is at the expense of the Lessee.
- (4) Fencing design and structure is to be presented to the Lessor by the Lessee for approval prior to installation.

Signing page

EXECUTED on the

day of

2023

THE COMMON SEAL of the **SHIRE OF PERENJORI** was hereunto affixed by authority of a resolution of the Council in the presence of -

President

Print full name

Chief Executive Officer

Print full name

Executed by **PERENJORI COMMUNITY RESOURCE CENTRE INC. (ABN 63 943 737 987)** pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name

Name of Director

Signature of Director

Name of Secretary

Signature of Secretary

Annexure 1 - Plan of Premises



Annexure 2 – Maintenance Schedule

If this Maintenance Schedule is silent, the provisions of the Lease will apply.

If an item of repair, maintenance or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee Agents, or by the Lessees particular use or occupancy of the Premises, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents, the Lessor may require, by written notice to the Lessee, that the Lessee be fully responsible for the costs of such repair, maintenance of replacement.

Occupant Responsibilities

- General cleaning of the building and/or premises
- Removal of excess rubbish
- Repairs and replacement of light bulbs and tubes
- Replacement of window glass resulting from internal impacts.
- Repair of all plumbing, such as: washer replacements, leaking taps, blockages, tapware, toilet cisterns.
- Removal of internal graffiti where no break in has occurred and repaint if necessary
- Replacement of lost/stolen air conditioning control units
- Repair damage to any fitting, doors, door handles, door hinges, floor covering, wall, ceiling, installation, equipment etc. which have been damaged as a result of incidental or malicious actions, or negligence – as determined by Shire of Perenjori's Property Condition Report.
- Replacement keys/access swipes if lost or stolen including locks if replaced – must be arranged by the Shire's
- Air conditioning units cleaning / inspections.
- Professional carpet cleaning bi-annually.
- Clearing and removal of debris in gutters bi-annually
- All grease trap cleaning & filter replacements as required to maintain effective operation
- Internal painting every five years

Annexure 3 – Lessor’s Fixtures and Fittings

Not applicable.

SHIRE OF PERENJORI
MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For The Period Ended 30 June 2023

LOCAL GOVERNMENT ACT 1995

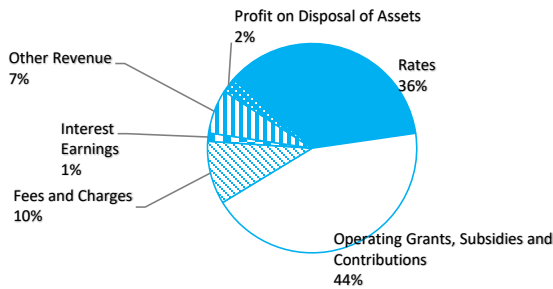
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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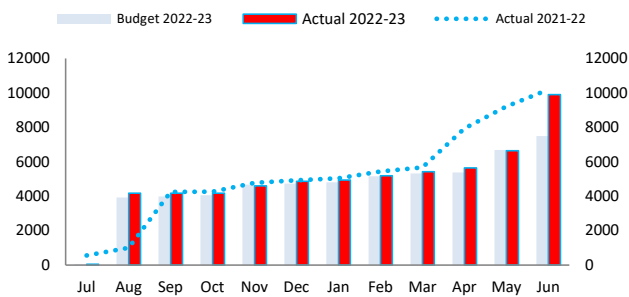
Summary Graphs	2
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OPERATING ACTIVITIES

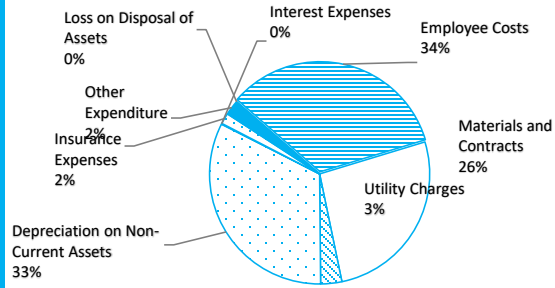
OPERATING REVENUE



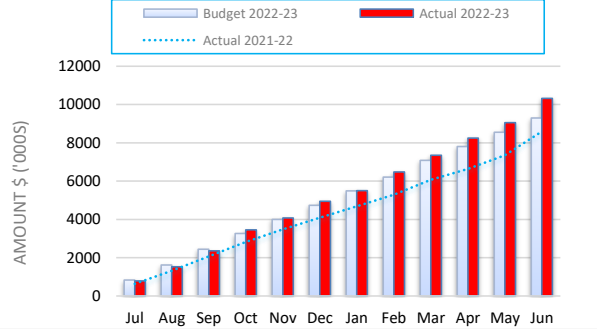
Budget Operating Revenues -v- Actual



OPERATING EXPENSES

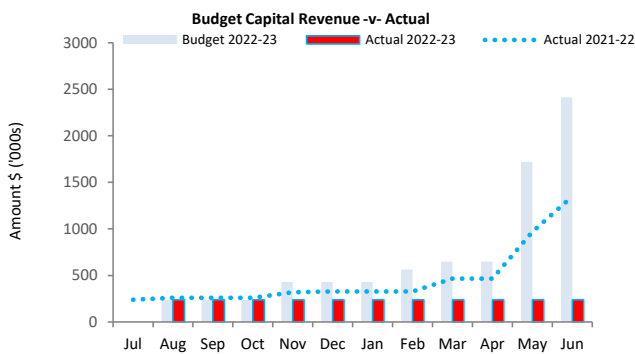


Budget Operating Expenses -v- Actual

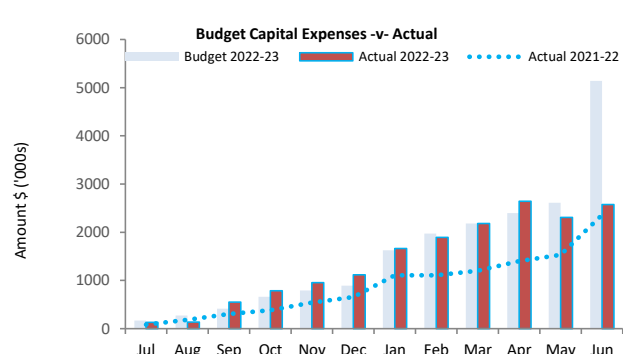


INVESTING ACTIVITIES

CAPITAL REVENUE



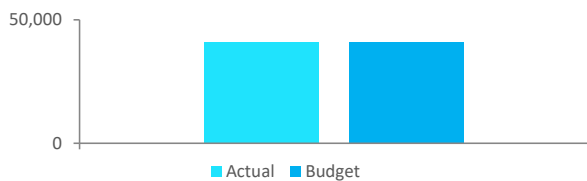
CAPITAL EXPENSES



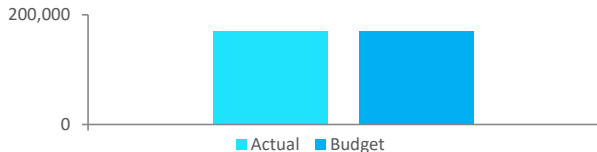
FINANCING ACTIVITIES

BORROWINGS

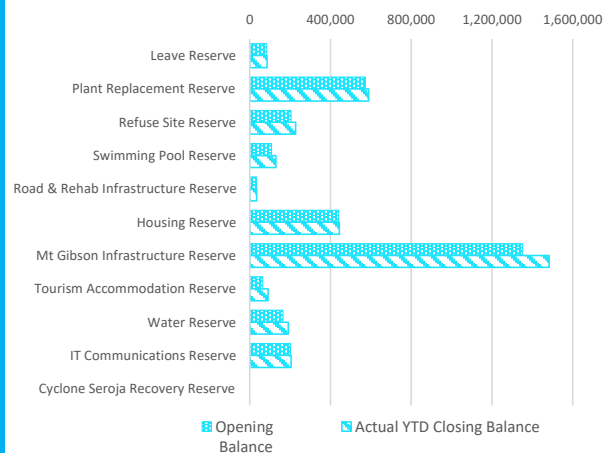
Principal Repayments



Principal Outstanding



RESERVES



Funding surplus / (deficit) Components

Funding surplus / (deficit)				
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$4.64 M	\$4.64 M	\$4.68 M	\$0.04 M
Closing	\$0.00 M	\$0.66 M	\$3.72 M	\$3.06 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	Amount	% of total
Unrestricted Cash	\$7.80 M	55.4%
Restricted Cash	\$4.32 M	44.6%

Refer to Note 2 - Cash and Financial Assets

Payables		
	Amount	% Outstanding
Trade Payables	\$0.79 M	
Over 30 Days	\$0.64 M	0.0%
Over 90 Days		0%

Refer to Note 5 - Payables

Receivables		
	Amount	% Collected
Rates Receivable	\$0.33 M	98.6%
Trade Receivable	\$0.05 M	
Over 30 Days	\$0.28 M	15.3%
Over 90 Days		12.6%

Refer to Note 3 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.87 M)	(\$1.03 M)	\$1.40 M	\$2.43 M

Refer to Statement of Financial Activity

Rates Revenue		
	YTD Actual	% Variance
YTD Actual	\$3.11 M	
YTD Budget	\$3.11 M	0.2%

Refer to Note 6 - Rate Revenue

Operating Grants and Contributions		
	YTD Actual	% Variance
YTD Actual	\$3.73 M	
YTD Budget	\$1.00 M	272.4%

Refer to Note 12 - Operating Grants and Contributions

Fees and Charges		
	YTD Actual	% Variance
YTD Actual	\$0.84 M	
YTD Budget	\$0.72 M	15.8%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$3.86 M)	(\$2.91 M)	(\$2.22 M)	\$0.70 M

Refer to Statement of Financial Activity

Proceeds on sale		
	YTD Actual	%
YTD Actual	\$0.27 M	
Amended Budget	\$0.17 M	59.0%

Refer to Note 7 - Disposal of Assets

Asset Acquisition		
	YTD Actual	% Spent
YTD Actual	\$3.81 M	
Amended Budget	\$5.48 M	(30.6%)

Refer to Note 8 - Capital Acquisition

Capital Grants		
	YTD Actual	% Received
YTD Actual	\$1.32 M	
Amended Budget	\$2.41 M	(45.1%)

Refer to Note 8 - Capital Acquisition

Key Financing Activities

Amount attributable to financing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.17 M	(\$0.04 M)	(\$0.15 M)	(\$0.10 M)

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	\$0.04 M
Interest expense	\$0.01 M
Principal due	\$0.17 M

Refer to Note 9 - Borrowings

Reserves	
Reserves balance	\$3.48 M
Interest earned	\$0.15 M

Refer to Note 10 - Cash Reserves

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

STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2023

BY NATURE OR TYPE

	Ref Note	Adopted Budget	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.	Timing/ Permanent	Explanation of Variance
		\$		\$	\$	\$	%			
Opening funding surplus / (deficit)	1(c)	4,640,253	4,640,253	4,640,253	4,676,768	36,515	0.79%			
Revenue from operating activities										
Rates	6	3,105,644	3,105,644	3,105,644	3,112,811	7,167	0.23%			
Specified area rates	6	0	0	0	0	0	0.00%			
Operating grants, subsidies and contributions	12	1,195,327	1,002,830	1,002,830	3,734,602	2,731,772	272.41%	▲	Permanent	2023-24 Financial assistance grants received on 30 June \$2.8m.
Fees and charges		721,510	721,510	721,510	835,553	114,043	15.81%	▲	Permanent	Housing revenue \$62k, planning fees \$13k and standpipe water charges \$26k better than the YTD budget.
Service charges		0	0	0	0	0	0.00%			
Interest earnings		17,100	17,100	17,100	109,997	92,897	543.26%	▲	Permanent	Interest revenue higher than the year budget as a result of improved interest rates and a high investment holding.
Other revenue		178,000	178,000	178,000	582,409	404,409	227.20%	▲	Permanent	Final Cyclone Seroja insurance claim \$212k received in Dec, unbudgeted workers compensation recoveries for the year of \$150k and sale of sundry plant not capitalised via auction \$29k.
Profit on disposal of assets	7	52,609	52,609	52,609	192,381	139,772	265.68%			
		5,270,190	5,077,693	5,077,693	8,567,753	3,490,060				
Expenditure from operating activities										
Employee costs		(3,252,669)	(3,252,669)	(3,252,669)	(3,500,611)	(247,942)	(7.62%)	▼	Permanent	Key programs where costs exceed the budget are caravan park (\$94k), recreation and culture (mostly grounds - \$263k). Roads maintenance (\$146k). These are partially offset by savings in administration (\$212k mostly due to work being done by contractors) and childcare (\$87k).
Materials and contracts		(2,062,361)	(2,062,361)	(2,062,361)	(2,730,238)	(667,877)	(32.38%)	▼	Permanent	Admin costs are worse than budget by \$396k, of which consultants fees (offsetting reduced employee costs) contribute \$154k IT related expenses \$121k and building maintenance \$57k. Road maintenance costs (mostly due to unbudgeted contractor maintenance) are \$544k worse than budget. Savings in other key program variances include community amenities \$72 housing \$58k and plant operating costs \$186k.
Utility charges		(285,220)	(285,220)	(285,220)	(320,684)	(35,464)	(12.43%)	▼		Standpipe water expenses \$20k worse than budget, offset by additional standpipe water revenue and unbudgeted pool costs \$30k, partially offset by savings elsewhere.
Depreciation on non-current assets		(3,242,861)	(3,242,861)	(3,242,861)	(3,365,658)	(122,797)	(3.79%)	▼	Permanent	Actual depreciation was run in January for the first time after the finalisation of the 2021-22 financial statements. The increased cost is the result of the unbudgeted upward revaluation of building and infrastructure assets as a result of the revaluation finalised in December 2022.
Interest expenses		(41,868)	(13,868)	(13,868)	(12,590)	1,278	9.22%			
Insurance expenses		(169,859)	(169,859)	(169,859)	(165,007)	4,852	2.86%			
Other expenditure		(270,717)	(270,717)	(270,717)	(227,256)	43,461	16.05%	▲	Permanent	Savings mostly in administration costs for IT services expensed in materials and contracts.
Loss on disposal of assets	7	0	0	0	0	0	0.00%			
		(9,325,555)	(9,297,555)	(9,297,554)	(10,322,044)	(1,024,490)				
Non-cash amounts excluded from operating activities	1(a)	3,190,252	3,190,252	3,190,252	3,158,153	(32,099)	(1.01%)			
Amount attributable to operating activities		(865,113)	(1,029,610)	(1,029,609)	1,403,862	2,433,471				

Investing activities										
Proceeds from non-operating grants, subsidies and contributions	13	4,620,119	2,414,119	2,414,119	1,324,559	(1,089,560)	(45.13%)	▼	Permanent	Acquittals for RRG funding are still being worked on. It is estimated that an additional \$180k will be received for works done in 2022-23. R2R grant is \$425k lower than year budget as is LRCI funding (\$239k). Unbudgeted grants for other capital purposes are \$129k. Refer Note 7 for further details.
Proceeds from disposal of assets	7	167,000	167,000	102,000	265,481	163,481	160.28%	▲	Permanent	
Proceeds from financial assets at amortised cost - self supporting loans	9	0		0	0	0	0.00%			
Payments for financial assets at amortised cost - self supporting loans	9	0		0	0	0	0.00%			
Payments for infrastructure, property, plant and equipment	8	(8,644,252)	(5,482,794)	(5,427,794)	(3,806,031)	1,621,763	29.88%	▲	Permanent	Refer Note 8 for further details.
		(3,857,133)	(2,901,675)	(2,911,675)	(2,215,991)	695,684				
Non-cash amounts excluded from investing activities		(84,303)	(84,303)	(84,303)	0					
Amount attributable to investing activities		(3,941,436)	(2,985,978)	(2,995,978)	(2,215,991)	695,684				
Financing Activities										
Proceeds from new debentures	9	800,000	0	0	0	0	0.00%			
Transfer from reserves	10	385,522	385,522	0	0	0	0.00%			
Payments for principal portion of lease liabilities		0		0	0	0	0.00%			
Repayment of debentures	9	(49,997)	(40,958)	(40,958)	(40,958)	0	0.00%			
Transfer to reserves	10	(969,229)	(969,229)	0	(104,478)	(104,478)	0.00%	▼		
Amount attributable to financing activities		166,296	(624,665)	(40,958)	(145,436)	(104,478)				
Closing funding surplus / (deficit)	1(c)	0	0	658,011	3,719,203	3,061,192				

KEY INFORMATION

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

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

KEY TERMS AND DESCRIPTIONS

FOR THE PERIOD ENDED 30 JUNE 2023

NATURE OR TYPE DESCRIPTIONS

REVENUE

RATES

All rates levied under the *Local Government Act 1995*. Includes general, differential, specified area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts and concessions offered. Exclude administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Refers to all amounts received as grants, subsidies and contributions that are not non-operating grants.

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of identifiable non financial assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

REVENUE FROM CONTRACTS WITH CUSTOMERS

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

FEES AND CHARGES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

SERVICE CHARGES

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995*. *Regulation 54 of the Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

INTEREST EARNINGS

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

OTHER REVENUE / INCOME

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

PROFIT ON ASSET DISPOSAL

Excess of assets received over the net book value for assets on their disposal.

EXPENSES

EMPLOYEE COSTS

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

LOSS ON ASSET DISPOSAL

Shortfall between the value of assets received over the net book value for assets on their disposal.

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets.

INTEREST EXPENSES

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

OTHER EXPENDITURE

Statutory fees, taxes, allowance for impairment of assets, member's fees or State taxes. Donations and subsidies made to community groups.

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2023**

STATUTORY REPORTING PROGRAMS

	Ref Note	Adopted Budget	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)
		\$		\$	\$	\$	%
Opening funding surplus / (deficit)	1(c)	4,640,253	4,640,253	4,640,253	4,676,768	36,515	0.79%
Revenue from operating activities							
Governance		27,100	27,100	27,100	147,462	120,362	444.14%
General purpose funding - general rates	6	3,105,644	3,105,644	3,105,644	3,112,811	7,167	0.23%
General purpose funding - other		713,006	515,150	515,150	3,250,792	2,735,642	531.04%
Law, order and public safety		171,600	171,600	171,600	177,174	5,574	3.25%
Health		2,500	2,500	2,500	3,937	1,437	57.48%
Education and welfare		1,000	1,000	1,000	2,781	1,781	178.10%
Housing		122,000	122,000	122,000	393,254	271,254	222.34%
Community amenities		37,510	37,510	37,510	78,642	41,132	109.66%
Recreation and culture		206,000	206,000	206,000	216,323	10,323	5.01%
Transport		309,830	315,189	315,189	427,022	111,833	35.48%
Economic services		525,500	525,500	525,500	553,988	28,488	5.42%
Other property and services		48,500	48,500	48,500	203,567	155,067	319.73%
		5,270,190	5,077,693	5,077,693	8,567,753	3,490,060	
Expenditure from operating activities							
Governance		(311,061)	(311,061)	(311,061)	(374,843)	(63,782)	(20.50%)
General purpose funding		(205,661)	(205,661)	(205,661)	(208,371)	(2,710)	(1.32%)
Law, order and public safety		(570,139)	(570,139)	(570,139)	(507,114)	63,025	11.05%
Health		(201,876)	(201,876)	(201,876)	(195,760)	6,116	3.03%
Education and welfare		(305,739)	(305,739)	(305,739)	(176,997)	128,742	42.11%
Housing		(530,785)	(502,785)	(502,785)	(444,654)	58,131	11.56%
Community amenities		(764,215)	(764,215)	(764,215)	(726,858)	37,357	4.89%
Recreation and culture		(1,503,930)	(1,503,930)	(1,503,930)	(2,058,791)	(554,861)	(36.89%)
Transport		(3,396,566)	(3,396,566)	(3,396,566)	(4,067,507)	(670,941)	(19.75%)
Economic services		(1,158,558)	(1,158,558)	(1,158,558)	(1,360,932)	(202,374)	(17.47%)
Other property and services		(377,025)	(377,025)	(377,025)	(200,218)	176,807	46.90%
		(9,325,555)	(9,297,555)	(9,297,554)	(10,322,045)	(1,024,491)	
Non-cash amounts excluded from operating activities	1(a)	3,190,252	3,190,252	3,190,252	3,158,153	(32,099)	(1.01%)
Amount attributable to operating activities		(865,113)	(1,029,610)	(1,029,609)	1,403,861	2,433,470	
Investing Activities							
Proceeds from non-operating grants, subsidies and contributions	13	4,620,119	2,414,119	2,414,119	1,324,559	(1,089,560)	(45.13%)
Proceeds from disposal of assets	7	167,000	167,000	102,000	265,481	163,481	160.28%
Payments for property, plant and equipment and infrastructure	8	(8,644,252)	(5,482,794)	(5,427,794)	(3,806,031)	1,621,763	29.88%
		(3,857,133)	(2,901,675)	(2,911,675)	(2,215,991)	695,684	
Non-cash amounts excluded from investing activities		(84,303)	(84,303)	0	0		
Amount attributable to investing activities		(3,941,436)	(2,985,978)	(2,911,675)	(2,215,991)	695,684	
Financing Activities							
Proceeds from new debentures	9	800,000	0	0	0	0	0.00%
Transfer from reserves	10	385,522	385,522	0	0	0	0.00%
Repayment of debentures	9	(49,997)	(40,958)	(40,958)	(40,958)	0	0.00%
Transfer to reserves	10	(969,229)	(969,229)	0	(104,478)	(104,478)	0.00%
Amount attributable to financing activities		166,296	(624,665)	(40,958)	(145,436)	(104,478)	
Closing funding surplus / (deficit)	1(c)	0	0	658,011	3,719,203	3,061,192	

Shire operations as disclosed in these financial statements encompass the following service orientated activities/programs.

KEY TERMS AND DEFINITIONS - REPORTING PROGRAMS

In order to discharge its responsibilities to the community, Council has developed a set of operational and financial objectives. These objectives have been established both on an overall basis, reflected by the Shire of Perenjori's Community Vision, and for each of its broad activities/programs.

Council has adopted a 'Plan for the future' comprising a Strategic Community Plan and Corporate Business Plan to provide the long term community vision, aspirations and objectives.

Based upon feedback received from the community the vision of the Shire is:

"A wonderful place to live, work, invest and visit with the community working together to achieve shared objectives"

The Strategic Community Plan defines the key objectives of the Shire as:

"Economic: A strong, resilient and balanced economy.

Environment: Our unique natural and built environment is protected and enhanced.

Social: Our community enjoys a high quality of life.

Civic Leadership: A collaborative and engaged community."

PROGRAM NAME AND OBJECTIVES

GOVERNANCE

Activities:

Expenses associated with provision of services to members of council and elections. Also included are costs associated with computer operations, corporate accounting, corporate records and asset management. Costs reported as administrative expenses are redistributed in accordance with the principle of activity based costing (ABC).

GENERAL PURPOSE FUNDING

Activities:

Rates and associated revenues, general purpose government grants, interest revenue and other miscellaneous revenues such as commission on police licensing. The costs associated with raising the above mentioned revenues, eg. valuation expenses, debt collection and overheads.

LAW, ORDER, PUBLIC SAFETY

Activities:

Enforcement of local laws, fire prevention, animal control and provision of ranger services.

HEALTH

Activities:

Health inspection services, food quality control, mosquito control and contributions towards provision of medical health services.

EDUCATION AND WELFARE

Activities:

Donations to local education facilities, Perenjori Early Childhood Centre .

HOUSING

Activities:

Provision of maintenance for staff and private housing.

COMMUNITY AMENITIES

Activities:

Rubbish collection services, operation and maintenance of refuse sites, cemetery maintenance and improvements, flood mitigation, public convenience maintenance.

RECREATION AND CULTURE

Activities:

Maintenance of halls, swimming pool, recreation centres, parks and gardens, ovals and various reserves, operation of library services.

TRANSPORT

Activities:

Maintenance of roads, drainage, footpaths, parking facilities, traffic control, street cleaning, maintenance of airstrip

ECONOMIC SERVICES

Activities:

Tourism, community development, pest control, building services, caravan parks and private works.

OTHER PROPERTY AND SERVICES

Activities:

Plant works, plant overheads and stock of materials.

BASIS OF PREPARATION

REPORT PURPOSE

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996, Regulation 34*. Note: The statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

BASIS OF ACCOUNTING

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying regulations.

The *Local Government (Financial Management) Regulations 1996* take precedence over Australian Accounting Standards. Regulation 16 prohibits a local government from recognising as assets Crown land that is a public thoroughfare, such as land under roads, and land not owned by but under the control or management of the local government, unless it is a golf course, showground, racecourse or recreational facility of State or regional significance. Consequently, some assets, including land under roads acquired on or after 1 July 2008, have not been recognised in this financial report. This is not in accordance with the requirements of *AASB 1051 Land Under Roads paragraph 15* and *AASB 116 Property, Plant and Equipment paragraph 7*.

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

SIGNIFICANT ACCOUNTING POLICES

CRITICAL ACCOUNTING ESTIMATES

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

THE LOCAL GOVERNMENT REPORTING ENTITY

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

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between funds) have been eliminated.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 14 to these financial statements.

GOODS AND SERVICES TAX

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

ROUNDING OFF FIGURES

All figures shown in this statement are rounded to the nearest dollar.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2023**

**NOTE 1
STATEMENT OF FINANCIAL ACTIVITY INFORMATION**

(a) Non-cash items excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with Financial Management Regulation 32.

	Notes	Amended Budget	YTD Budget (a)	YTD Actual (b)
Non-cash items excluded from operating activities				
		\$	\$	\$
Adjustments to operating activities				
Less: Profit on asset disposals	7	(52,609)	(52,609)	(192,381)
Less: Reversal of prior year interest accrual		0	0	(1,202)
Less: Fair value adjustments to financial assets at amortised cost				(3,686)
Movement in employee benefit provisions (non-current)				(10,236)
Add: Depreciation on assets		3,242,861	3,242,861	3,365,658
Total non-cash items excluded from operating activities		3,190,252	3,190,252	3,158,153

(b) Adjustments to net current assets in the Statement of Financial Activity

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation* 32 to agree to the surplus/(deficit) after imposition of general rates.

		Last Year Closing 30 June 2022	This Time Last Year 30 June 2022	Year to Date 30 June 2023
Adjustments to net current assets				
Less: Reserves - restricted cash	10	(3,230,044)	(3,230,044)	(3,483,677)
Movement in other current liabilities		0	0	131,900
Add: Borrowings	9	40,958	179,582	43,791
Add: Provisions - employee	11	274,536	274,536	267,965
Total adjustments to net current assets		(2,914,550)	(2,775,926)	(3,040,021)

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

Current assets

Cash and cash equivalents	2	8,326,537	5,096,493	7,803,774
Rates receivable	3	32,462	0	45,134
Receivables	3	697,284	652,272	284,870
Other current assets	4	360	360	136,308
Less: Current liabilities				
Payables	5	(541,711)	(183,754)	(786,705)
Borrowings	9	(40,958)	(179,582)	(43,791)
Contract liabilities	11	(608,120)	0	(412,401)
Provisions	11	(274,536)	(274,536)	(267,965)
Less: Total adjustments to net current assets	1(b)	(2,914,550)	(2,775,926)	(3,040,021)
Closing funding surplus / (deficit)		4,676,768	2,335,327	3,719,203

CURRENT AND NON-CURRENT CLASSIFICATION

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

Description	Classification	Totals as per th Financial Statements			Actual Bank Balance	Institution	Interest Rate	Maturity Date
		Unrestricted	Restricted	Cash				
		\$	\$	\$	\$			
Cash on hand								
Bankwest Municipal Account	Cash and cash equivalents	4,052,337	0	4,052,337	4,052,563	Bank	0.00%	On Call
Petty Cash & Till Float	Cash and cash equivalents	450	0	450	450	Bank	0.00%	On Hand
Bankwest Municipal Telenet Saver Account	Cash and cash equivalents	267,310	0	267,310	267,310	Bank	0.05%	On Hand
Reserve Funds - Restricted Cash		0	3,479,602	3,483,677	0			
- Operating Bank Account 816902	Cash and cash equivalents				119,403	Bank	0.00%	On Call
- Mt Gibson Mining Reserve Account 1665372	Cash and cash equivalents				17,275	Bank	0.05%	On Hand
- Mt Gibson Mining Telenet Saver 1665372	Cash and cash equivalents				110,000			
- Mt Gibson Mining Term Deposit 0023019	Financial assets at amortised cost				1,356,000	Bank	3.70%	17/07/2023
- Special Term Deposit 951395	Financial assets at amortised cost				700,000	Bank	3.70%	17/07/2023
- Special Term Deposit 0023001	Financial assets at amortised cost				1,181,000	Bank	3.70%	17/07/2023
Total		4,320,097	3,479,602	7,803,774	7,804,001			
Cash and cash equivalents		4,320,097	3,479,602	7,803,774	7,804,001			
Financial assets at amortised cost (term investments with minimum 3 months to maturity)		0	0	0	0			
		4,320,097	3,479,602	7,803,774	7,804,001			

The variation between the Municipal Account actual bank balance and financial statements mostly reflects Mount Gibson Public Benefit Funds of \$155,000 received to the Municipal Account in the general ledger but deposited into the Trust Account. This will be corrected for May.

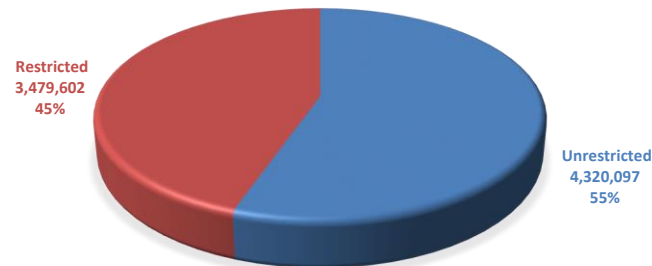
These balances do not include the amount currently held in the Mount Gibson Public Benefit Fund of \$312,937.

KEY INFORMATION

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

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

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



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2023**

**OPERATING ACTIVITIES
NOTE 3
RECEIVABLES**

Rates receivable	30 June 2022	30 Jun 2023
	\$	\$
Opening arrears previous years	0	29,462
Levied this year		3,112,811
Less - collections to date	29,462	(3,097,139)
Equals current outstanding	29,462	45,134
Net rates collectable	29,462	45,134
% Collected	0	98.6%

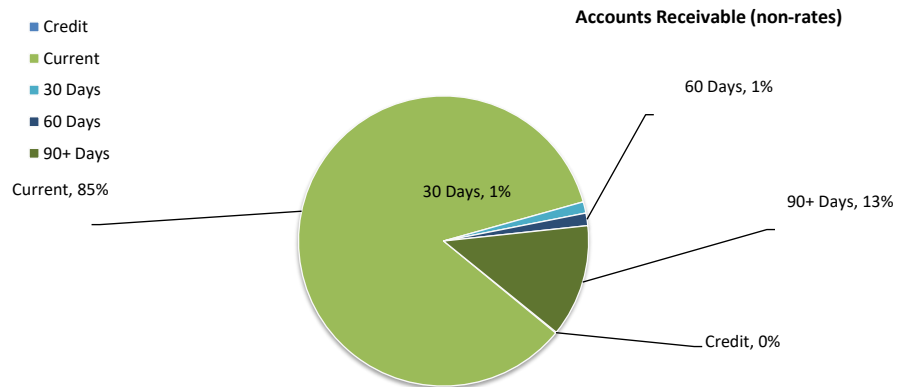
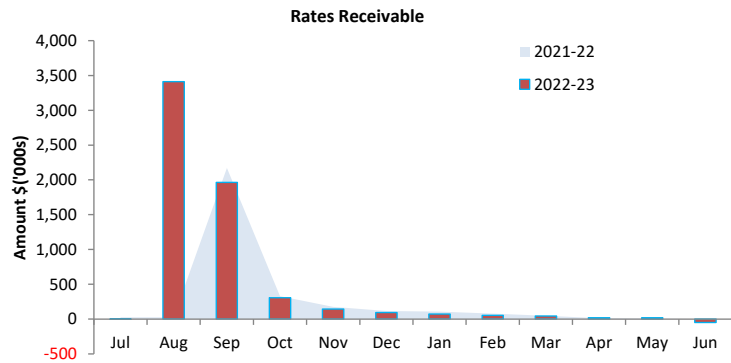
Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(225)	184,973	2,756	3,053	27,350	217,907
Percentage	(0.1%)	84.9%	1.3%	1.4%	12.6%	
Balance per trial balance						
Sundry receivables						217,907
GST receivable						66,963
Owing (to)/from the Trust Fund						0
Total receivables general outstanding						284,870

Amounts shown above include GST (where applicable)

Please note that the debtors greater than 90 days have either paid since 28 February or have committed to pay by the end of March.

KEY INFORMATION

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for impairment of receivables is raised when there is objective evidence that they will not be collectible.



	Opening Balance 1 July 2022	Asset Increase	Asset Reduction	Closing Balance 30 June 2023
	\$	\$	\$	\$
Other current assets				
Inventory				
Stock on Hand	360	315,871	(179,923)	136,308
Prepayments				
Prepayments	0	4,978	(4,978)	0
Total other current assets	360	320,849	(184,901)	136,308
Amounts shown above include GST (where applicable)				

KEY INFORMATION

Asset increase as a result of the bulk purchase of road materials that will be allocated to jobs as consumed.

Inventory

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

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

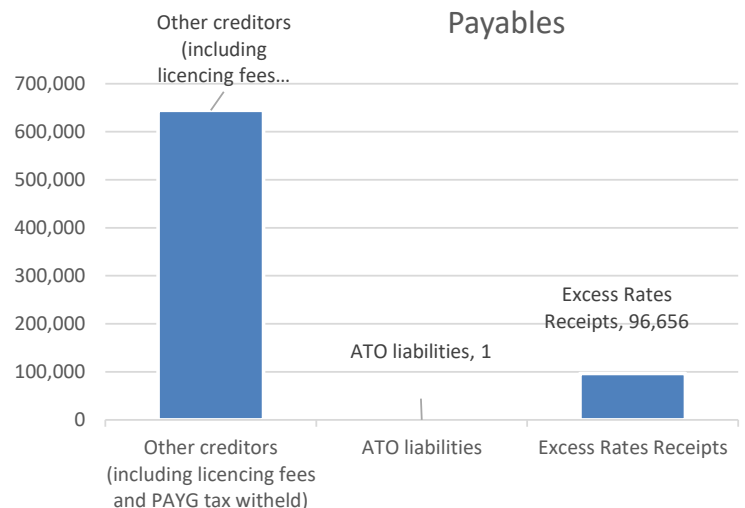
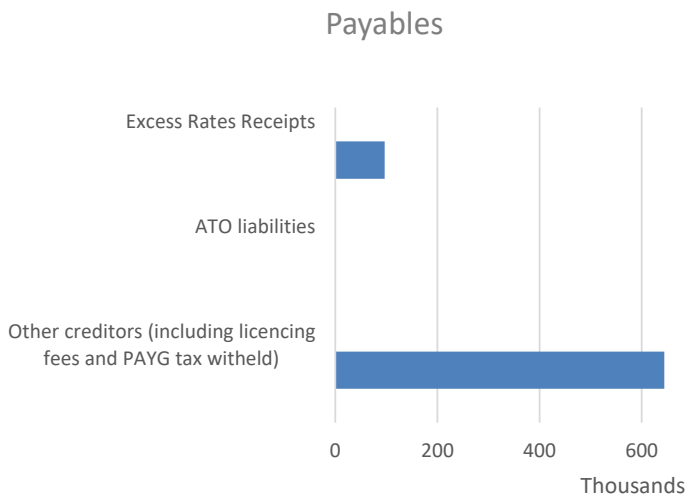
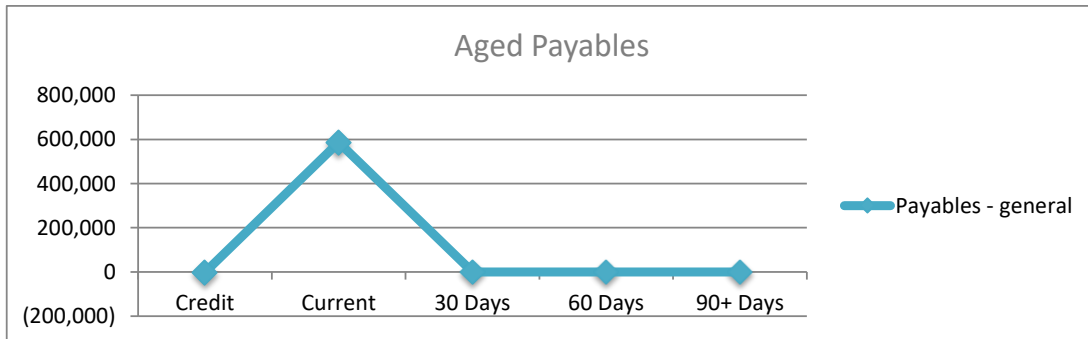
Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general ¹	(1,460)	586,425	0	0	0	584,965
Percentage	0%	100.2%	0%	0%	0%	
Balance per trial balance						
Other creditors (including licencing fees and PAYG tax withheld)						644,640
ATO liabilities						1
Excess Rates Receipts						96,656
Total payables general outstanding						786,705

Amounts shown above include GST (where applicable)

¹ Credit relates to holding tax amounts withheld from payments to suppliers

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.



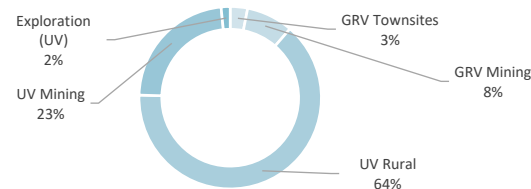
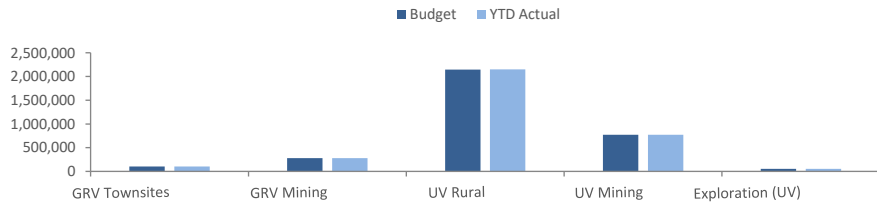
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2023

OPERATING ACTIVITIES
NOTE 6
RATE REVENUE

General rate revenue	Budget							YTD Actual			
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
RATE TYPE				\$	\$	\$	\$	\$	\$	\$	\$
Gross rental value											
GRV Townsites	8.8858	107	1,167,143	103,390	0	0	103,390	103,390	0	0	103,390
GRV Mining	8.8858	1	3,144,000	278,508	0	0	278,508	278,508	0	0	278,508
Unimproved value											
UV Rural	1.6972	256	126,448,000	2,146,075	0	0	2,146,075	2,146,076	4,752	169	2,150,997
UV Mining	32.350900	39	2,379,797	769,886	0	0	769,886	769,886	0	0	769,886
Exploration (UV)	24.850100	33	215,788	53,624	0	0	53,624	53,624	0	0	53,624
Sub-Total		436	133,354,728	3,351,483	0	0	3,351,483	3,351,483	4,752	169	3,356,405
Minimum payment	Minimum \$										
Gross rental value											
GRV Townsites	374	30	0	11,220	0	0	11,220	11,220	0	0	11,220
GRV Mining	374	1	0	374	0	0	374	374	0	0	374
UV Rural	374	11	0	4,114	0	0	4,114	4,114	0	0	4,114
UV Mining	374	6	0	2,244	0	0	2,244	2,244	0	0	2,244
Exploration (UV)	374	24	0	8,976	0	0	8,976	8,976	0	0	8,976
Sub-total		72	0	26,928	0	0	26,928	26,928	0	0	26,928
Discount							(272,767)				(295,411)
Concession											
Amount from general rates							3,105,644				3,087,922
Ex-gratia rates							0				24,890
Total general rates							3,105,644				3,112,811
Specified area rates	Rate in \$ (cents)										
							0				0
Total							3,105,644				3,112,811

KEY INFORMATION

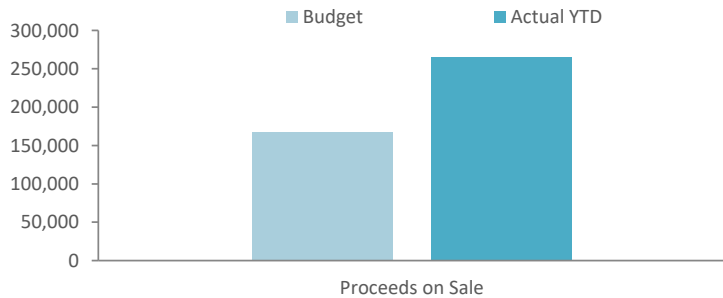
Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July 2020 the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability and no income was recognised. When the taxable event occurs the financial liability is extinguished and income recognised for the prepaid rates that have not been refunded.



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2023

OPERATING ACTIVITIES
NOTE 7
DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	Plant and equipment								
	Recreation and Culture								
	Normat Reach Mower			0	0	0	15,693	15,693	0
	Lotterywest Trailer			0	0	11,504	22,323	10,820	0
	Transport								
	MCCS Vehicle – 04 PJ	14,803	\$22,000	7,197	0	12,044	30,909	18,865	0
	MIS Vehicle – 1500 PJ	0	\$20,000	20,000	0	0	0	0	0
	CDO Vehicle – 02 PJ	7,937	\$18,000	10,063	0	0	0	0	0
	Volvo Grader – PJ 1524	47,333	\$80,000	32,667	0	47,280	152,506	105,226	0
	Mitsubishi Triton – PJ 1562	19,342	\$9,000	0	(10,342)	0	0	0	0
	Mitsubishi Triton – PJ 1570	12,488	\$9,000	0	(3,488)	0	0	0	0
	Mitsubishi Triton – PJ 1572	12,488	\$9,000	0	(3,488)	0	0	0	0
	Mitsubishi Fuso Canter	0	\$0	0	0	2,273	35,909	33,636	0
	Toro Master 2000 Series Mower	0	0	0	0	0	8,141	8,141	0
		114,391	167,000	69,927	(17,318)	73,101	265,481	192,381	0



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2023

Capital acquisitions

Job - Account	Job/Account Description	Asset Class	Program	Original Budget	Amended Budget	YTD Budget	YTD Actual	YTD Actual Variance	Comments
BC01	Perenjori Pavilion Upgrade	Buildings - non-specialised	Recreation & culture	17,000	17,000	17,000	78,249	(61,249)	
BC02	Caravan Park Chalet Building	Buildings - non-specialised	Economic services	25,000	25,000	25,000	22,973	2,027	
BC03	Refurbishment of Perenjori Oval public toilets	Buildings - non-specialised	Recreation & culture	12,300	12,300	12,300	60,974	(48,674)	
BC04	Refurbishment of Perenjori Sports Club male toilets	Buildings - non-specialised	Recreation & culture	14,300	14,300	14,300	29,453	(15,153)	
BC05	Refurbishment of Perenjori Oval public toilets	Buildings - non-specialised	Recreation & culture	20,500	20,500	20,500	5,064	15,436	
BC06	Refurbishment of Fowler St toilets	Buildings - non-specialised	Recreation & culture	21,300	21,300	21,300	51,067	(29,767)	
BC07	Refurbishment of ablutions at Caravan Park	Buildings - non-specialised	Recreation & culture	40,000	40,000	40,000	-	40,000	
BC08	Refurbishment of Latham Hall	Buildings - non-specialised	Recreation & culture	80,200	80,200	80,200	-	80,200	
BC09	Dump Point at RV Parking near Pavilion	Infrastructure - Other	Recreation & culture	8,000	8,000	8,000	7,080	920	
BC10	Pavilion Coolroom	Buildings - non-specialised	Recreation & culture	40,000	40,000	40,000	55,229	(15,229)	
BC11	Replacement of Town Hall roof	Buildings - non-specialised	Governance	500,000	500,000	500,000	349,137	150,863	
BC12	Construction of shelter at Cemetery	Buildings - non-specialised	Community amenities	14,000	14,000	14,000	14,747	(747)	
BC13	Installation of toilet at Perenjori Rothsays Rd junction	Buildings - non-specialised	Community amenities	45,000	45,000	45,000	-	45,000	
BC14	Airconditioning in Town Hall	Plant and equipment	Governance	40,000	40,000	40,000	41,284	(1,284)	
BC15	Installation of solar lights at Latham Community Centre	Buildings - non-specialised	Recreation & culture	28,000	28,000	28,000	-	28,000	
BC16	Solar lights at Cemetery	Buildings - non-specialised	Community amenities	24,000	24,000	24,000	470	23,530	
BC17	Solar street lighting of North Rd from Downer St to Crossing St	Infrastructure - Other	Transport	24,000	24,000	24,000	31,012	(7,012)	
BC18	Latham Community Centre Table and Chair Upgrade	Furniture and equipment	Recreation & culture	13,000	13,000	13,000	-	13,000	
BC19	Upgrade Chalets and New Flooring	Buildings - non-specialised	Economic services	23,000	23,000	23,000	40,687	(17,687)	
BC20	Business Incubator	Buildings - non-specialised	Other property and services	55,000	55,000	55,000	45,570	9,430	
BC21	Caron Dam Re-Roofing	Buildings - non-specialised	Economic services	324,000	324,000	324,000	87,276	236,724	Reviewing Project
BC22	Latham Cemetery Fencing	Infrastructure Assets - Parks	Community amenities	15,000	15,000	15,000	-	15,000	Quote pending
BC23	Pavillion Evacuation Centre Upgrade	Buildings - non-specialised	Recreation & culture	90,000	90,000	90,000	81,212	8,788	
BC24	Caravan Park Kitchen Upgrade	Buildings - non-specialised	Economic services	-	-	-	97,286	(97,286)	
BC25	Museum/Tourist Information Centre Improvements	Buildings - non-specialised	Recreation & Culture	-	-	-	13,545	(13,545)	
BC26	The Lodge Improvements	Buildings - non-specialised	Recreation & Culture	-	-	-	30,688	(30,688)	
CC25	Fowler Street	Infrastructure - Roads	Transport	72,000	72,000	72,000	-	72,000	Subject to power upgrading Scope of works being undertaken. PO for \$9850 issued.
CC29	Warriedar/Copper Mine - Seal Widen	Infrastructure - Roads	Transport	450,000	450,000	450,000	36,542	413,458	
CC31	Taylor Road - Gravel	Infrastructure - Roads	Transport	-	-	-	28,655	(28,655)	
CC32	Rabbit Proof Fence ROad	Infrastructure - Roads	Transport	-	-	-	1,516	(1,516)	
CC34	Taylor Rd	Infrastructure - Roads	Transport	-	-	-	25,305	(25,305)	
CC59	Perenjori Rothsays Road	Infrastructure - Roads	Transport	-	-	-	4,098	(4,098)	
CC33	Caron Road	Infrastructure - Roads	Transport	58,000	58,000	58,000	-	58,000	
CC76	Solomon Road	Infrastructure - Roads	Transport	-	-	-	100,000	(100,000)	
CC90	Carnamah Perenjori Rd	Infrastructure - Roads	Transport	153,040	153,040	153,040	22,247	130,793	Preliminary works underway
CC98	Syson Road	Infrastructure - Roads	Transport	340,000	340,000	340,000	160,674	179,326	
CF23	Settlement Road Gravel	Infrastructure - Roads	Transport	100,000	100,000	100,000	-	100,000	
CF24	Forte Road Gravel	Infrastructure - Roads	Transport	115,000	115,000	115,000	68,594	46,406	
CF25	Loading Street- reconstruct and Asphalt	Infrastructure - Roads	Transport	330,000	330,000	330,000	-	330,000	
CF26	England Cr Reseal	Infrastructure - Roads	Transport	20,000	20,000	20,000	32,035	(12,035)	
CF27	Seal Cemetery Car Park	Infrastructure - Roads	Transport	85,000	85,000	85,000	22,398	62,602	Consultant approached and investigation underway
CF28	Seal standpipe area opposite roadhouse	Infrastructure - Roads	Transport	70,000	70,000	70,000	111,807	(41,807)	Investigation underway
CF29	Footpath and kerbing North side Fowler Street	Infrastructure - Footpaths	Transport	250,000	250,000	250,000	-	250,000	Subject to power upgrading
CF30	Footpaths- Hirshauer, Hesford,John & Downer streets	Infrastructure - Footpaths	Transport	110,000	110,000	110,000	94,890	15,110	PO Issued \$35000 Oakstar
CF31	Aubrey Street- Reseal 180m x 8m	Infrastructure - Roads	Transport	8,500	8,500	8,500	24,629	(16,129)	
CP05	Caravan park office Capital.	Buildings - non-specialised	Economic services	3,000	3,000	3,000	2,705	295	PO Issued Choices Flooring 29/8/22 \$2705
CP06	Caravan Park.	Infrastructure - Other	Economic services	-	-	-	618	(618)	
CP10	Caravan Park - Septic Upgrade.	Infrastructure - Other	Economic services	10,000	10,000	10,000	-	10,000	
CP11	Furniture & Equipment	Furniture and equipment	Economic services	12,500	12,500	12,500	9,690	2,810	PO's Issued \$1243- Batavia, Afgri.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2023

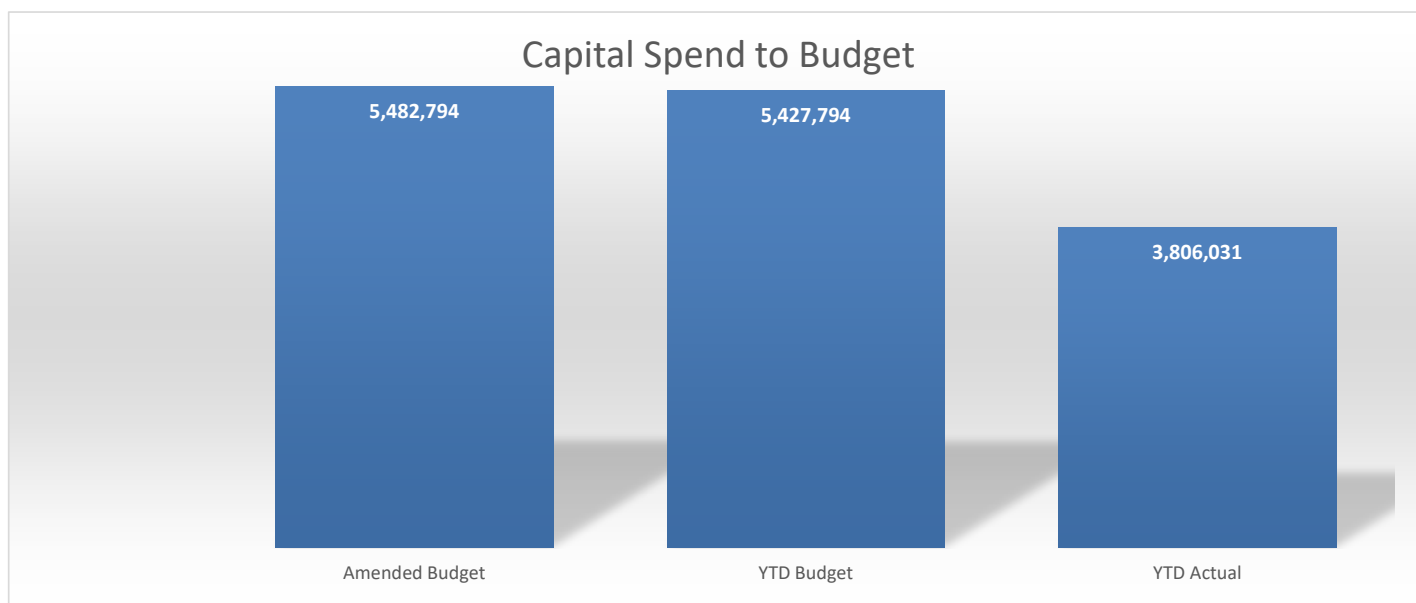
Capital acquisitions

Job - Account	Job/Account Description	Asset Class	Program	Original Budget	Amended Budget	YTD Budget	YTD Actual	YTD Actual Variance	Comments
CP12	Caravan Park - Site Caravans	Buildings - non-specialised	Economic services	-	-	-	96,994	(96,994)	
D001	Depot Workshop	Buildings - non-specialised	Economic services	-	-	-	11,727	(11,727)	
FE01	Capital - Gym Equipment	Furniture and equipment	Recreation & culture	5,000	5,000	5,000	6,345	(1,345)	
FE02	Capital - Furniture & Equipment.	Furniture and equipment	Governance	25,000	25,000	25,000	-	25,000	
FE03	Capital - IT Vision Software.	Furniture and equipment	Governance	75,000	75,000	75,000	-	75,000	
HC27	Installation of solar panels on Council properties	Buildings - non-specialised	Housing	100,000	100,000	100,000	106,180	(6,180)	
HC28	Additional Housing	Buildings - non-specialised	Housing	800,000	400,054	400,054	71,418	328,636	
HC29	36 Livingstone St, Perenjori	Buildings - non-specialised	Housing	-	-	-	8,500	(8,500)	
HC30	50 Russell St, Perenjori	Buildings - non-specialised	Housing	-	-	-	16,943	(16,943)	
HC31	Unit 1, 42 Russell St, Perenjori	Buildings - non-specialised	Housing	-	-	-	56,514	(56,514)	
I001	Perenjori Oval Water Project	Infrastructure Assets - Parks &	Recreation & culture	150,000	150,000	150,000	80,274	69,726	
I002	Community hub project	Infrastructure - Other	Economic services	500,000	-	-	-	-	
I003	Static Water Supply Project	Infrastructure - Other	Law, Order & Public Safety	-	-	-	80,129	(80,129)	
I004	Static Water Supply Project	Infrastructure - Other	Law, Order & Public Safety	-	-	-	55,860	(55,860)	
LA01	Purchase of Industrial Land.	Land	Community amenities	20,000	20,000	20,000	-	20,000	
LR16	Perenjori Oval Fencing	Infrastructure Assets - Parks &	Transport	-	-	-	10,000	(10,000)	
LRC8	Project 8	Infrastructure Assets - Parks &	Transport	-	-	-	-	-	
P001	Capital - Road Equipment	Plant and equipment	Transport	15,000	15,000	15,000	-	15,000	
P002	Capital - Workshop Equipment	Plant and equipment	Other property and services	15,000	15,000	15,000	-	15,000	
RC07	North Road Seal Widening 4.2Km - Road Construction 14/15	Infrastructure - Roads	Transport	-	-	-	59,402	(59,402)	
RC11	Landscaping along Fowler St	Infrastructure Assets - Parks &	Transport	55,512	-	-	-	-	Subject to power upgrading
RC12	Hill Rd, Boundary Rd to Morawa South Road resheet form & seal	Infrastructure - Roads	Transport	82,000	-	-	-	-	
RC13	Morawa South Road, Hill Rd to Shire boundary widen formation	Infrastructure - Roads	Transport	74,000	-	-	-	-	
RC14	Morawa South Road, Hill Rd to Shire boundary widen shoulders	Infrastructure - Roads	Transport	490,000	-	-	-	-	
RC15	Boundary Rd, Perenjori Three Springs Rd to Hill Rd widen and seal	Infrastructure - Roads	Transport	574,000	-	-	-	-	
RC16	Boundary Rd, Perenjori Three Springs Rd to Hill Rd widen and seal	Infrastructure - Roads	Transport	156,000	-	-	-	-	
RC17	Boundary Rd, Perenjori Three Springs Rd to Hill Rd widen and seal	Infrastructure - Roads	Transport	830,000	-	-	733	(733)	
RC18	Carnamah Perenjori line marking	Infrastructure - Roads	Transport	30,000	30,000	30,000	9,950	20,050	
RC19	Solomon Rd	Infrastructure - Roads	Transport	-	-	-	538,721	(538,721)	Unbudgeted - Urgent works required
RG24	Warriedar Coppermine Road	Infrastructure - Roads	Transport	101,500	101,500	101,500	15,576	85,924	Investigation and design underway
4258	Reallocate Glass door supply and installation from F&E to Building Capital	Capital		-	-	-	13,160	(13,160)	
4259	MCCS Vehicle – 04 PJ	Plant and equipment	Transport	42,000	42,000	42,000	40,431	1,569	Youngs - Includes trade-in for Holden Trailblazer
11283	Elite 2 seat LWB Utility	Plant and equipment	Transport	-	-	-	-	-	
12283	MIS Vehicle – 1500 PJ	Plant and equipment	Transport	48,000	48,000	-	-	-	
12283	CDO Vehicle – 02 PJ	Plant and equipment	Transport	38,000	38,000	-	29,077	(29,077)	
12283	New Prime Mover	Plant and equipment	Transport	260,000	260,000	-	-	-	
12283	Mitsubishi Triton – PJ 1562	Plant and equipment	Transport	29,000	29,000	-	-	-	
12283	Mitsubishi Triton – PJ 1570	Plant and equipment	Transport	29,000	29,000	-	-	-	
12283	Mitsubishi Triton – PJ 1572	Plant and equipment	Transport	27,000	27,000	-	-	-	
12283	Electric 2-Seater Utility	Plant and equipment	Transport	17,600	17,600	-	19,168	(19,168)	
12283	Nifty 120T 2 man 12.2m trailer mounted Work platform	Plant and equipment	Transport	-	-	-	36,950	(36,950)	
12283	Fuso Canter Wide Cab Truc	Plant and equipment	Transport	-	-	-	81,821	(81,821)	
12283	Pool backup genset	Plant and equipment	Transport	-	-	-	21,980	(21,980)	
12286	Volvo Grader – PJ 1524	Plant and equipment	Transport	395,000	395,000	395,000	436,319	(41,319)	
14920	Die Crimper	Plant and equipment	Transport	-	-	-	12,457	(12,457)	
TOTAL				8,644,252	5,482,794	5,034,194	3,806,031	1,228,163	

Capital acquisitions	Amended		YTD Budget	YTD Actual	YTD Actual Variance
	Original Budget	Amended Budget			
	\$		\$	\$	\$
Land - industrial	20,000	20,000	20,000	0	(20,000)
Buildings	1,881,500	1,481,554	1,426,554	1,062,626	(363,928)
Furniture and equipment	105,000	105,000	105,000	6,345	(98,655)
Plant and equipment	915,600	915,600	915,600	678,202	(237,398)
Infrastructure - roads	4,258,040	2,052,040	2,052,040	1,159,688	(892,352)
Infrastructure - footpaths	55,512	0	0	0	0
Infrastructure - other	765,000	265,000	265,000	309,224	44,224
Infrastructure - Caravan Park	113,500	113,500	113,500	270,952	157,452
Infrastructure - Parks & Ovals	530,100	530,100	530,100	318,994	(211,106)
Total Capital Acquisitions	8,644,252	5,482,794	5,427,794	3,806,031	(1,621,763)
Capital Acquisitions Funded By:					
	\$	\$	\$	\$	\$
Capital grants and contributions	0	2,414,119	2,414,119	1,324,559	(1,089,560)
Borrowings	9	800,000	0	0	0
Other (disposals & C/Fwd)	7	167,000	102,000	265,481	163,481
Cash backed reserves					
Plant Replacement Reserve	(14,478)	385,522	0	0	0
Contribution - operations	8,748,730	1,716,153	2,911,675	2,215,991	(695,684)
Capital funding total	8,644,252	5,482,794	5,427,794	3,806,031	(1,621,763)

SIGNIFICANT ACCOUNTING POLICIES

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2023**

**FINANCING ACTIVITIES
NOTE 9
BORROWINGS**

Repayments - borrowings

Information on borrowings Particulars	Loan No.	1 July 2022	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Housing										
CHA Housing	96	33,365	0	0	16,146	16,146	17,219	17,219	1,457	1,893
Flat Pack Housing	97	0	0	0	0	0	0	0	0	0
New Housing				0	0	0	0	0		0
Community amenities										
John Street Subdivision	98	177,899	0	0	24,812	24,812	153,087	153,087	11,133	11,975
Economic services										
Caravan Park Chalets *	103	0	0	0	0	0	0	0	0	0
Total		211,264	0	0	40,958	40,958	170,306	170,306	12,590	13,868
Current borrowings		40,958					43,791			
Non-current borrowings		170,306					126,515			
		211,264					170,306			

* This loan was removed from the Budget at MYR

All debenture repayments were financed by general purpose revenue.

New borrowings 2022-23

Particulars	Amount Borrowed	Amount Borrowed	Institution	Loan Type	Term Years	Total Interest & Charges	Interest Rate	Amount (Used)		Balance Unspent
	Actual	Budget						Actual	Budget	
	\$	\$				%	\$	\$	\$	
New Housing	0	0	WATC	Fixed	20	0	7	0	0	0
	0	0				0		0	0	0

Included in the original budget was a loan for \$800,000 for new housing, which was removed as part of the mid-year budget review in February 2023.

KEY INFORMATION

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2023

OPERATING ACTIVITIES
NOTE 10
CASH RESERVES

Cash backed reserve

Reserve name	Opening Balance	Budget Transfer to (+)	Actual Interest Earned	Actual Transfers To (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$
Leave Reserve	84,718	333	827	0	0	0	85,051	85,545
Plant Replacement Reserve	573,156	400,000	1,362	14,478	(385,522)	0	587,634	588,996
Refuse Site Reserve	205,147	20,805	1,990	20,000	0	0	225,952	227,137
Swimming Pool Reserve	108,639	20,348	1,054	20,000	0	0	128,987	129,693
Road & Rehab Infrastructure Reserve	33,691	132	327	0	0	0	33,823	34,018
Housing Reserve	440,214	1,728	4,271	0	0	0	441,942	444,485
Mt Gibson Infrastructure Reserve	1,352,343	205,328	131,056	0	0	0	1,557,671	1,483,399
Tourism Accommodation Reserve	65,047	25,255	631	25,000	0	0	90,302	90,678
Water Reserve	164,903	25,647	1,600	25,000	0	0	190,550	191,503
IT Communications Reserve	202,186	794	1,962	0	0	0	202,980	204,148
Cyclone Seroja Recovery Reserve	0	268,859	0	0	0	0	268,859	0
	3,230,044	969,229	145,080	104,478	(385,522)	0	3,813,751	3,479,602

KEY INFORMATION

All the reserve accounts are supported by money held in financial institutions and match the amount shown as restricted cash in Note 2 to this financial report

Other current liabilities	Note	Opening Balance 1 July 2022	Liability Increase	Liability Reduction	Closing Balance 30 June 2023
		\$	\$	\$	\$
Contract liabilities					
Unspent grants, contributions and reimbursements					
- operating	12	0	0	0	0
- non-operating	13	608,120	533,607	(729,326)	412,401
Total unspent grants, contributions and reimbursements		608,120	533,607	(729,326)	412,401
Provisions					
Annual leave		237,976	3597	0	241,573
Long service leave (current)		36,561	0	(10,168)	26,393
Long service leave (non-current)		76,407	10,236	0	86,643
Total Provisions		350,943	13,833	(10,168)	354,608
Total other current liabilities		959,063	547,440	(739,494)	767,009

Amounts shown above include GST (where applicable)

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

KEY INFORMATION

Contract liabilities

Amount received in Jun 22 for to LCRI Phase 3 projects of \$571,756 was transferred to revenue in May 23 with Phase 3 works completed.

Amount received in May 22 for the Perenjori Evacuation Centre to be spent in 2022-23 of \$36,364.

Amount received in Dec 22 for SHERP Grant \$175,740.

RRG and R2R projects not completed at 30 June \$200,297

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

A reduction was made in July 2022 resulting from the departure of the Manager of Works and Services and the termination payout.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2023

NOTE 12

OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent operating grant, subsidies and contributions liability					Operating grants, subsidies and contributions revenue		
	Liability 1 July 2022	Increase in Liability	Liability Reduction (As revenue)	Liability 30 Jun 2023	Current Liability 30 Jun 2023	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Operating grants and subsidies								
General purpose funding								
Grants Commission Grant	0	0	0	0	0	383,426	383,426	2,082,374
Untied Road Grant	0	0	0	0	0	126,924	126,924	1,237,781
Law, order, public safety								
DFES Operating Grant	0	0	0	0	0	35,000	35,000	28,539
Community amenities								
National Australia Day Council	0	0	0	0	0	0	0	10,000
Local Government Heritage Consultancy Funding Pilot Grant	0	0	0	0	0	0	0	8,350
Recreation and culture								
Mt Gibson Funding Allocation				0		200,000	200,000	100,000
Education & Welfare								
Transport								
Direct Grant	0	0	0	0	0	254,500	254,500	254,500
Economic services								
Employee incentive grant				0		0	0	10,000
	0	0	0	0	0	999,850	999,850	\$ 3 731 544
Operating contributions								
Transport								
MRD Street Lighting Subsidy	0	0	0	0	0	2,980	2,980	3,058
	0	0	0	0	0	2,980	2,980	3,058
TOTALS	0	0	0	0	0	1,002,830	1,002,830	3,734,602

NOTES

Grants Commission grant for 2023-24 received in June 2023 is \$1,698,948.

Untied Road grant for 2023-24 received in June 2023 is \$1,110,857.

Total operating grants received in June 23 relating to 2023-24 are \$2,809,805.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2023

NOTE 13

NON-OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent non operating grants, subsidies and contributions liability					Non operating grants, subsidies and contributions revenue		
	Liability 1 July 2022	Increase in Liability	Liability Reduction (As revenue)	Liability 30 Jun 2023	Current Liability 30 Jun 2023	Amended Budget Revenue	YTD Budget	YTD Revenue Actual (b)
	\$	\$	\$	\$	\$	\$	\$	\$
Non-operating grants and subsidies								
General purpose funding								
LCRI Program	571,756	0	0	571,756	571,756	1,143,512	1,143,512	904,783
Law, order, public safety								
Static Water Project	0	0	0	0	0	0	0	90,988
Community amenities								
National Australia Day Council				0		0	0	9,091
Transport								
Regional Road Group	0	0	0	0	0	635,667	635,667	80,164
Roads to Recovery	0	0	0	0	0	534,940	534,940	110,160
Economic services								
Community Water Supply Program	0	0	0	0	0	100,000	100,000	20,000
	571,756	0	0	571,756	571,756	2,414,119	2,414,119	1,215,186
Non-operating contributions								
Recreation and culture								
Perenjori Evacuation Centre Upgrade	36,364			36,364		0	0	109,373
	36,364	0	0	36,364	0	0	0	109,373

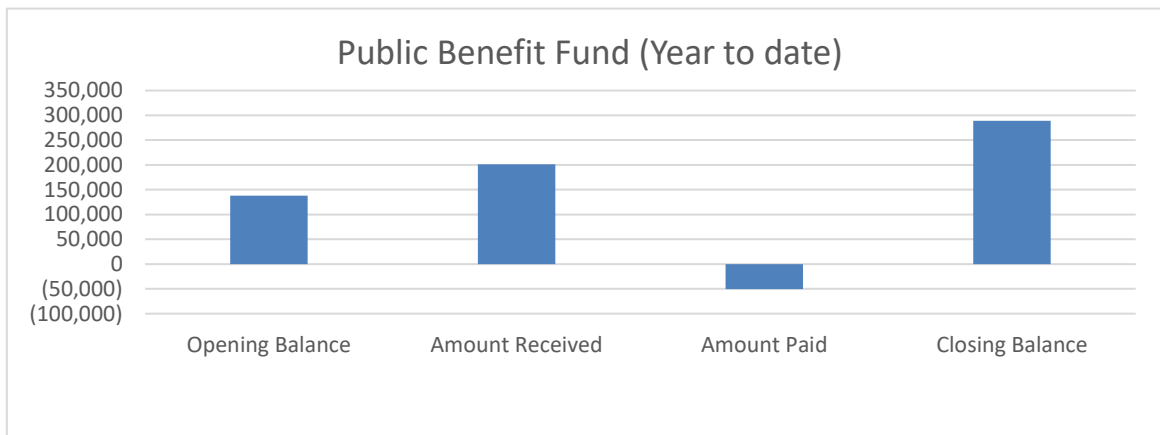
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2023**

**NOTE 14
MT GIBSON PUBLIC BENEFIT FUND**

Funds held at balance date for the Public Benefit Fund which are not included in this statement are as follows:

Description	Opening Balance 1 July 2022	Amount Received	Amount Paid	Closing Balance 30 Jun 2023
Mt Gibson Public Benefit Fund	\$ 137,955	\$ 201,358	\$ (50,675)	\$ 288,638
	137,955	201,358	(50,675)	288,638

KEY INFORMATION



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2023

NOTE 15
BUDGET AMENDMENTS

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

GL Code	Description	Council Resolution	Classification	Adopted Budget	Amendments	Amended Budget	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
							\$	\$	\$	\$
	Budget adoption	180822.6, 18 August 2022	Surplus/(Deficit)							0
	Budget amendments									
3300	Grants Commission Grant	170322.20, 17 March 2022	Operating Income	403,669	(20,243)	383,426			(20,243)	(20,243)
3301	Untied Road Grant	170322.20, 17 March 2022	Operating Income	304,537	(177,613)	126,924			(177,613)	(197,856)
12300	Direct Grant	170322.20, 17 March 2022	Operating Income	249,141	5,359	254,500		5,359		(192,497)
9229	Loan 97 Housing Interest	170322.20, 17 March 2022	Operating Expenditure	(28,000)	28,000	0		28,000		(164,497)
12311	Mid West Secondary Grain Freight Network Grant	170322.20, 17 March 2022	Non-Operating Grants	2,206,000	(2,206,000)	0			(2,206,000)	(2,370,497)
I002	Community Hub Project	170322.20, 17 March 2022	Capital Expenses			0		500,000		(1,870,497)
16097	Loan 97 Repayment	170322.20, 17 March 2022	Capital Expenses	(9,039)	9,039	0		9,039		(1,861,458)
RC11	Landscaping along Fowler St	170322.20, 17 March 2022	Capital Expenses	(55,512)	55,512	0		55,512		(1,805,946)
RC12	Hill Rd, Boundary Rd to Morawa South Road resheet form & seal	170322.20, 17 March 2022	Capital Expenses	(82,000)	82,000	0		82,000		(1,723,946)
RC13	Morawa South Road, Hill Rd to Shire boundary widen formation, resheet, form & seal	170322.20, 17 March 2022	Capital Expenses	(74,000)	74,000	0		74,000		(1,649,946)
RC14	Morawa South Road, Hill Rd to Shire boundary widen shoulders & seal	170322.20, 17 March 2022	Capital Expenses	(490,000)	490,000	0		490,000		(1,159,946)
RC15	Boundary Rd, Perenjori Three Springs Rd to Hill Rd widen and seal shoulders	170322.20, 17 March 2022	Capital Expenses	(574,000)	574,000	0		574,000		(585,946)
RC16	Boundary Rd, Perenjori Three Springs Rd to Hill Rd widen and seal shoulders	170322.20, 17 March 2022	Capital Expenses	(156,000)	156,000	0		156,000		(429,946)
RC17	Boundary Rd, Perenjori Three Springs Rd to Hill Rd widen and seal shoulders	170322.20, 17 March 2022	Capital Expenses	(830,000)	830,000	0		830,000		400,054
HC28	Additional Housing	170322.20, 17 March 2022	Capital Expenses	(800,000)	399,946	(400,054)		399,946		800,000
	Housing Loan	170322.20, 17 March 2022	Capital Revenue	800,000	(800,000)	0			(800,000)	0