



SHIRE OF PEPPERMINT GROVE

ATTACHMENTS

Ordinary Council Meeting

23rd April 2024

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Ordinary Council Meeting

8.3.1 List of Accounts Paid March 2024

8.3.1 (a)

Accounts Paid - March 2024

Payment / Invoice	Date	Description	Amount
EFT Payment			
EFT Payment - EFT00569			
1 - Australia Post			
1013008437	01/03/24	Postage Dec 2024	253.58
		Total 1	253.58
162 - Western Metropolitan Regional Council			
M-2403131	29/02/24	WMRC Tip Passes	4,463.14
		Total 162	4,463.14
21 - Construction Training Fund (CTF)			
INV-21323U-0001640	02/02/24	BA2024/00002 147B Forrest Street	391.75
INV-21323U-0001640	01/03/24	BA2024/00003 12 Bungalow Court	91.75
		Total 21	483.50
2233 - EASIFLEET			
PJ000846	07/03/24	FORTNIGHT 2024-18 - From Payroll	826.01
		Total 2233	826.01
2414 - Open Systems Technology Pty Ltd (Council First)			
SI008278	16/02/24	Microsoft 365 March 2024	2,158.78
SI008319	08/03/24	CouncilFirst Subscription April 2024	7,420.84
SI008307	22/02/24	STP Transactions - January 2024	33.00
SI008315	08/03/24	Microsoft Azure Feb 2024	848.97
		Total 2414	10,461.59
300 - VEOLIA RECYCLING & RECOVERY (PERTH) PTY LTD			
166968 PO03274	01/02/24	Residential Waste - MSW	15,923.63
		Total 300	15,923.63
3015 - CREATION LANDSCAPE SUPPLIES			
298840 PO03565	08/02/24	Landscaping mix	109.80
		Total 3015	109.80
3025 - TOTAL EDEN Pty Ltd T/A Nutrien Water			
413007289 PON3298	19/02/24	Reticulation maintenance - Manners Hill Park	196.10
		Total 3025	196.10
3051 - TEMPTATIONS CATERING			
E29724 PO03343	27/02/24	Council Meetings Catering 23/24	393.60
		Total 3051	393.60
3061 - DOT OPERATING ACCOUNT (DEPT OF TRANSPORT - DOI REGO SEARCHES)			
8051955	07/03/24	DOT Searches Feb 2024	17.60
		Total 3061	17.60
3071 - LOCAL GOVERNMENT PROFESSIONALS WA			
27990 PO03577	20/02/24	Finance Conference for J Clapham	1,410.00
		Total 3071	1,410.00
3191 - COTTESLOE PEST CONTROL			
450436 PO03590	26/02/24	pest treatment The Grove	990.00
450435 PO03406	26/02/24	Depot pest treatments	990.00

Accounts Paid - March 2024

Payment / Invoice	Date	Description	Amount
Total 3191			1,980.00
3261 - STEWART FARLEY E063			
Z40313 RFIMBURSFMFNT	13/03/24	Junior book acquisitions	441.00
Total 3261			441.00
3278 - LOTUS FOLDING WALLS & DOORS PTY LTD			
94549 PO03268	01/02/24	Operable wall system scheduled service	770.00
Total 3278			770.00
3458 - BEACON EQUIPMENT			
74399#Z1 P003587	27/02/24	Stihl HTA 135 cordless electric polesaw	2,258.00
Total 3458			2,258.00
3660 - Iconic Property Services			
P31034349 P003281	03/03/24	Cleaning of Depot Building	11,640.28
Total 3660			11,640.28
3735 - Vocus Ltd			
P1123775	01/03/24	Library Public WIFI March 2024	526.90
P1125133	01/03/24	Public Site A March 2024	1,043.90
P1124239	01/03/24	Shire Admin WIFI March	603.90
81094 MARCH	02/03/24	Yealink March 2024	596.72
Total 3735			2,771.42
3784 - Engixo Pty Ltd			
INV5486 PO03563	16/02/24	AC diagnostics, PCB replacement & filter clean	1,196.25
Total 3784			1,196.25
3786 - Profounder Turfmaster Pty Ltd			
INV-1419 PO03278	01/03/24	Mowing - Manners Hill Park	4,620.00
Total 3786			4,620.00
3832 - Forms Express Pty Ltd			
248168	01/02/24	Job:202401210035 Data Processing	655.71
Total 3832			655.71
3866 - Birdbooks Pty Ltd			
4212524 PO03582	28/02/24	Junior Books As selected	507.36
Total 3866			507.36
3878 - Market Creations Technology Pty Ltd T/as Intergrated ICT			
31203	29/02/24	Managed Service Agreement for February 2024	1,012.88
31315	29/02/24	Library Backup Storage February 2024	309.34
30939	01/02/24	Managed Endpoint Protection January 2024	701.25
31097	27/02/24	Ubiquiti UniFi Switch US-48-500W	1,927.20
31149	28/02/24	Engineer/ Business Hours WALGA	616.00
31202	29/02/24	Managed Service Agreement February	1,418.12
31270	29/02/24	Microsoft 365 Business Basic February	9.90
31415	29/02/24	Managed Endpoint Protection February	1,179.75
31416	29/02/24	Managed Endpoint Protection February	715.00
Total 3878			7,889.44

Accounts Paid - March 2024

Payment / Invoice	Date	Description	Amount
3892 - Telstra Limited			
4074199292 FEB	29/02/24	T Whitham February 2024	112.06
		Total 3892	112.06
3943 - Pay@bility Pty Ltd T/A Benefit@bility			
PJ000846	07/03/24	FORTNIGHT 2024-18 - From Payroll	661.11
		Total 3943	661.11
3978 - Hatch Pty Ltd			
90908074 P003597	05/02/24	Hatch Roberts Day Councilor presentation Cott Activity Centre Draft PSP	860.20
		Total 3978	860.20
3990 - Rooftech Building Co			
240314 BA2022/00047	14/03/24	BA2022/00047 Rooftech Building Refund 36 McNeil Street	2,500.00
		Total 3990	2,500.00
516 - McLeods Barristers & Solicitors			
51457	29/02/24	Matter NO. 51457 McComish V Shire - DR 116 OF 2023	359.70
		Total 516	359.70
598 - PHIL JOHNSON PLUMBING & GAS			
00018271 P003589	26/02/24	public drinking water dispenser leak attendance	110.00
		Total 598	110.00
804 - DEPT OF FIRE & EMERGENCY SERVICES (DFES)			
39563851304	21/02/24	2023/24 ESL QRT 3 Contribution	127,865.28
		Total 804	127,865.28
867 - Dept of Mines Industry Regulation & Safety (DMIRS)			
240301 BSL FEB	04/03/24	BA2024/00003 12 Bungalow Court	120.15
		Total 867	120.15
883 - FujiFilm Business Innovations Australia PtyLtd			
MW016571	01/02/24	Manifest 9 - Scanning RITM77143	5,556.63
		Total 883	5,556.63
		Total EFT00569	207,413.14
EFT Payment - EFT00566			
162 - Western Metropolitan Regional Council			
M-2401330	01/02/24	WMRC Tip Passes Green	5,341.19
M-2402331	15/02/24	WMRC Tip Passes	4,786.95
VV240131-4	01/02/24	Verge Valet January 2024	3,248.33
		Total 162	13,376.47
2233 - EASIFLEET			
PJ000844	22/02/24	FORTNIGHT 2024-17 - From Payroll	826.01
		Total 2233	826.01
2414 - Open Systems Technology Pty Ltd (Council First)			
SI008263	12/02/24	Admin Microsoft Azure Jan 2024	830.07
SI008270	15/02/24	CF Subscription March 2024	7,420.84
SI008290	20/02/24	Professional Services - January 2024	5,428.50
		Total 2414	13,679.41

Accounts Paid - March 2024

Payment / Invoice	Date	Description	Amount
300 - VEOLIA RECYCLING & RECOVERY (PERTH) PTY LTD			
167074 PO03274	01/02/24	Residential Waste - MSW	20,516.93
		Total 300	20,516.93
3013 - Heritage Tree Surgeons			
56973 PO03415	15/02/24	Street tree works as per audit	605.00
		Total 3013	605.00
3044 - DU Electrical Pty Ltd			
00017911 PO03584	27/02/24	VSD reprogramming & fault finding	187.00
		Total 3044	187.00
3048 - Western Australian Local Government Assoc. (WALGA)			
51-009298 PO03570	19/02/24	J Mahony Planning Essentials (EM)	638.00
		Total 3048	638.00
3050 - ENVIRO SWEEP PTY LTD (EWCS)			
118456 PO03279	09/02/24	Road Sweeping Contractor	2,471.61
		Total 3050	2,471.61
3051 - TEMPTATIONS CATERING			
E29713 PO03343	13/02/24	Council Meetings Catering 23/24	459.36
		Total 3051	459.36
3054 - Diamond Hire			
145304 PO03581	27/02/24	Trenching machine	180.00
		Total 3054	180.00
3056 - Baileys Fertilisers (AKC Pty Ltd)			
45536 PO03573	15/02/24	Seasorb with BioWish - 20 litre drums	4,936.80
		Total 3056	4,936.80
3061 - DOT OPERATING ACCOUNT (DEPT OF TRANSPORT - DOI REGO SEARCHES)			
8051302	05/02/24	DOT Searches - Feb 2024	8.80
		Total 3061	8.80
3120 - Westbooks			
340024 PO03499	16/02/24	Adult books selected online	673.28
340025 PO03499	16/02/24	Adult books selected online	202.38
		Total 3120	875.66
3135 - Envisionware Pty Ltd			
AU-6176	15/02/24	Envisionware Solutions Annual Renewal - Expires 30 April	4,031.13
		Total 3135	4,031.13
3146 - TOWN OF MOSMAN PARK			
371	16/02/24	Contribution to Senior's Week 2023	1,223.58
		Total 3146	1,223.58
3180 - RSEA SAFETY PTY LTD			
15081905 PO03558	12/02/24	PPE - Depot	159.46
		Total 3180	159.46
3357 - Fasta Couriers & Taxi Trucks			
294005	15/02/24	Courier of Adgenda to Subiaco February 2024	51.50

Accounts Paid - March 2024

Payment / Invoice	Date	Description	Amount
Total 3357			51.50
3375 - TESTEL AUSTRALIA PTY LTD			
WACUD430Z PO03434	01/02/24	Depot electrical safety tagging	369.60
Total 3375			369.60
3429 - DONALD BURNETT E005			
Z40Z1Z E005 DB RFIMRI IRSFMFNT	12/02/24	CEO DATA JAN & FEB 2024	423.90
Total 3429			423.90
3660 - Iconic Property Services			
P3IU33544 PO03281	01/02/24	Cleaning of Depot Building	11,640.28
Total 3660			11,640.28
3764 - Waterlogic Australia Pty.Ltd.			
CD-3665320	01/12/23	credit to agreement - Freestanding water cooler	9.93
LD-37 10228 PO03504	15/02/24	WL2 CA FS Firewall cooler rental Feb - Apr 24	136.29
Total 3764			126.36
3767 - Tudor House (WA) Pty Ltd			
8162 PO03540	07/02/24	Shire Pennant flags x 2	518.00
Total 3767			518.00
3892 - Telstra Limited			
4074199284 1U FFR 24	29/02/24	Works Admin DN February 2024	107.00
Total 3892			107.00
3943 - Pay@bilty Pty Ltd T/A Benefit@bilty			
PJ000844	22/02/24	FORTNIGHT 2024-17 - From Payroll	661.11
Total 3943			661.11
3983 - Dlux Builders Pty Ltd			
BA2022/00034 RFFIND DILIX	22/02/24	BA2022/00034 Dlux Builders Refund 28 View Street	5,000.00
Total 3983			5,000.00
3985 - Rossbrook Construction			
BA2023-00038 RFFIND	28/02/24	REFUND BA2023/00038 CTF LEVY	1,516.50
Total 3985			1,516.50
428 - TOWN OF CLAREMONT			
632	21/02/24	WESROC Annual Contribution	3,330.50
Total 428			3,330.50
448 - LANDGATE			
1353417 PO03462	01/02/24	Aerial inagery and property cadastre - Whadjuk Trail	737.00
Total 448			737.00
598 - PHIL JOHNSON PLUMBING & GAS			
00018174 PO03555	06/02/24	Plantroom flooding diagnostics attendance	384.00
00018234 PO03538	26/02/24	public toilet leak attendance	96.00
Total 598			480.00
693 - Clean City Group Pty Ltd			
1625 PO03276	19/02/24	Waste - Bin Return Service	825.00
1628 PO03276	26/02/24	Waste - Bin Return Service	825.00

Accounts Paid - March 2024

Payment / Invoice	Date	Description	Amount
		Total 693	1,650.00
		Total EFT00566	90,786.97

EFT Payment - EFT00574

162 - Western Metropolitan Regional Council

M-2403432	15/03/24	WMRC Tip Passes - Green	4,710.15
VV240229-4	01/03/24	Verge Valet February 2024	1,091.50
		Total 162	5,801.65

2233 - EASIFLEET

PJ000854	21/03/24	FORTNIGHT 2024-19 - From Payroll	1,519.86
		Total 2233	1,519.86

2414 - Open Systems Technology Pty Ltd (Council First)

SI008332	20/03/24	Microsoft 365 01/04/24 to 30/04/24	2,158.78
SI008342	20/03/24	Avepoint Cloud Backup March 2024	111.38
SI008344	20/03/24	Jet Reports Subscription 24/02/24 to 23/03/24	748.00
SI008345	20/03/24	Propertywise Fee increase of \$1,115.00 28/03/24 to 27/06/24	3,679.50
		Total 2414	6,697.66

3025 - TOTAL EDEN Pty Ltd T/A Nutrien Water

413080098 P003298	11/03/24	Reticulation maintenance - Manners Hill Park	449.80
		Total 3025	449.80

3047 - PERTH IRRIGATION CENTRE (PIC)

I3694 PO03567	10/03/24	Retic parts Library	589.30
		Total 3047	589.30

3050 - ENVIRO SWEEP PTY LTD (EWCS)

119436 PO03279	13/03/24	Road Sweeping Contractor	2,471.61
		Total 3050	2,471.61

3051 - TEMPTATIONS CATERING

E29714 PO03343	12/03/24	Council Meetings Catering 23/24	459.36
		Total 3051	459.36

3056 - Baileys Fertilisers (AKC Pty Ltd)

46036 PO03576	06/03/24	Grosorb application via float truck - MHP	6,230.04
		Total 3056	6,230.04

3067 - MURPHYS ELECTRICAL CO

00110271 P003550	01/03/24	Keanes Point - toilet sensor light repairs	1,419.55
		Total 3067	1,419.55

3106 - MIZCO PTY LTD

240442 PO03624	22/03/24	BMS system connectivity diagnostics onsite attendance	643.50
		Total 3106	643.50

3146 - TOWN OF MOSMAN PARK

386	25/03/24	Reimbursement for shared Citizenship Ceremony	1,687.42
		Total 3146	1,687.42

3241 - Fire Shield Services

INV40420 P003559	01/03/24	Bi-annual testing compliance actions	1,908.50
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Accounts Paid - March 2024

Payment / Invoice	Date	Description	Amount
INV40419 PO03580	01/03/24	Bi-annual compliance exit light	231.00
		Total 3241	2,139.50
3273 - APACE AID (INC).			
INV-0397 PO03611	13/03/24	APACE NPSS	375.00
		Total 3273	375.00
3357 - Fasta Couriers & Taxi Trucks			
295276	15/03/24	Agenda courier to Subiaco 8/3/24	47.65
		Total 3357	47.65
340 - TOWN OF COTTESLOE			
15686	07/03/24	Q1 2023/2024 Cottesloe Village	660.00
15384	07/03/24	Q4 2022/2023 Cottesloe Village	1,171.50
		Total 340	1,831.50
3597 - ADVANTEERING CIVIL ENGINEERS			
VF143141 PO03449	01/02/24	Freshwater Bay foreshore renourishment	13,354.44
		Total 3597	13,354.44
3604 - Officeworks			
013211410 PO03602	12/03/24	J.Burrows A4 Laminating Pouches 125 Micron 100 Pack Clear	538.55
		Total 3604	538.55
3660 - Iconic Property Services			
F31033834 PO03612	01/03/24	Consumables for office	875.70
F31034539 PO03612	15/03/24	Consumables for office	662.92
		Total 3660	1,538.62
3795 - Solmec Consultants			
Z3-100-03 PO03603	08/03/24	Separation of AC system technical support tender process	1,995.40
		Total 3795	1,995.40
3808 - Market Creations Agency			
JA79-28 PO03595	20/03/24	April 2024 edition of PepTalk Artwork	2,568.50
		Total 3808	2,568.50
3854 - Tim Davies Landscaping Pty Ltd			
SF-120090 PO03485	19/03/24	Freshwater Bay Memorial wall construction (CAPEX 0004)	1,991.00
		Total 3854	1,991.00
3869 - Jetty and Marine Construction			
UUUU1008 PO03426	19/03/24	Freshwater Bay Jetty - inspection report	2,805.00
		Total 3869	2,805.00
3892 - Telstra Limited			
4014199292 MARK 24	10/03/24	Solar bench March 2024	112.00
4014199284 MARK 24	10/03/24	DN WIFI 10 March 24	107.00
		Total 3892	219.00
3943 - Pay@bility Pty Ltd T/A Benefit@bility			
PJ000854	21/03/24	FORTNIGHT 2024-19 - From Payroll	661.11
		Total 3943	661.11
3947 - InnerVision Engineering Pty Ltd			

Accounts Paid - March 2024

Payment / Invoice	Date	Description	Amount
INV-0642 PO03472	18/03/24	Admin and Library carpark LED sign - CAPEX	9,570.00
		Total 3947	9,570.00
3988 - Hythe Enterprises T/A Cherrys Catering			
00010770 P003951	15/03/24	Deposits for Catering for Freeman certificate presentation	500.00
		Total 3988	500.00
3991 - Westline Nominees			
Z40313 RA2024/00004	13/03/24	BSL refund due to overpayment of BA2024/00004	544.95
		Total 3991	544.95
3992 - Diana and Peter Fryer			
BA2023-00031 REFUND DIANA	01/03/24	BA2023-00031 REFUND DIANA FRYER 24B JOHNSTON STRREET	1,000.00
		Total 3992	1,000.00
3993 - Bianca Balista			
Z40326 REFUND B RAI ISTA	28/03/24	Refund of MHP Bond from 24/03/24	550.00
		Total 3993	550.00
3994 - Reverence Events			
Z40326 REFUND REVERENCE	28/03/24	Refund due to event cancellation	180.00
		Total 3994	180.00
52 - Iron Mountain Australia Group Pty Ltd			
AUD440343	01/03/24	Storage Archive March 2024	15.77
		Total 52	15.77
693 - Clean City Group Pty Ltd			
1633 PO03276	11/03/24	Waste - Bin Return Service	825.00
1636 PO03276	18/03/24	Waste - Bin Return Service	825.00
1638 PO03276	26/03/24	Waste - Bin Return Service	825.00
1632 PO03276	01/03/24	Waste - Bin Return Service	825.00
		Total 693	3,300.00
883 - FujiFilm Business Innovations Australia PtyLtd			
QH349807	08/03/24	AP6C3371-4 SN. 523608 2/4/24-1/7/24	440.00
QH349907	08/03/24	AP6C3371-4 SN.523624 2/4/24-1/7/24	440.00
QH350007	08/03/24	AP6C5571-4T SN.563870 2/4/24-1/7/24	550.00
		Total 883	1,430.00
		Total EFT00574	75,125.74
EFT Payment - EFT00575			
2233 - EASIFLEET			
PJ000860	21/03/24	FORTNIGHT 2024-19 - From Payroll	826.01
		Total 2233	826.01
3081 - DATA DOCUMENTS			
13235 PO03533	29/03/24	Print SoPG Annual Report 2022-23 batch of 10	514.80
		Total 3081	514.80
3149 - Cr Charles Hohnen			
CR C HOHNEN 3RD QRT	30/03/24	CR C HOHNEN 3RD QRT 2023/2024 - Sitting Fee	2,445.00
		Total 3149	2,445.00

Accounts Paid - March 2024

Payment / Invoice	Date Description	Amount
3150 - Cr Karen Farley CR K FARLEY 3RD QRT 2023/2024	30/03/24 CR K FARLEY 3RD QRT 2023/2024 - Sitting Fees	8,820.00
	Total 3150	8,820.00
3152 - Cr Peter Macintosh CR P MACINTOSH 3RD QRT	30/03/24 CR P MACINTOSH 3RD QRT 2023/2024 - Sitting Fee	2,745.00
	Total 3152	2,745.00
3626 - Cr Doug Jackson CR D JACKSON 3RD QRT	30/03/24 CR D JACKSON 3RD QRT 2023/2024 - Sitting Fee	2,745.00
	Total 3626	2,745.00
3627 - Cr Patrick Dawkins CR P DAWKINS 3RD QRT	30/03/24 CR P DAWKINS 3RD QRT 2023/2024 -Sitting Fees	3,757.00
	Total 3627	3,757.00
3878 - Market Creations Technology Pty Ltd T/as Intergrated ICT 30464	29/03/24 Technician/ Business Hours WALGA	3,168.00
	Total 3878	3,168.00
3949 - Cr Emerald Bond CR E BOND 3RD QRT 2023/2024	30/03/24 CR E BOND 3RD QRT 2023/2024 - Sitting Fee	2,745.00
	Total 3949	2,745.00
3950 - Cr Jessamy Mahony CR J MAHONY 3RD QRT	30/03/24 CR J MAHONY 3RD QRT 2023/2024 - Sitting Fee	2,745.00
	Total 3950	2,745.00
	Total EFT00575	30,510.81
EFT Payment - EFT00568		
3000 - SuperChoice Aware Superannuation		
PJ000842	08/02/24 FORTNIGHT 2024-16 - From Payroll	4,646.49
PJ000844	22/02/24 FORTNIGHT 2024-17 - From Payroll	4,545.80
SUPER FEB 2024	22/02/24 Superannuation Contribution	24,679.14
	Total 3000	33,871.43
	Total EFT00568	33,871.43
EFT Payment - EFT00571		
3000 - SuperChoice Aware Superannuation		
PJ000846	07/03/24 FORTNIGHT 2024-18 - From Payroll	4,562.23
SUP MAR 2024 1	07/03/24 Superannuation Contribution	12,150.55
	Total 3000	16,712.78
	Total EFT00571	16,712.78
EFT Payment - EFT00572		
3000 - SuperChoice Aware Superannuation		
PJ000854	21/03/24 FORTNIGHT 2024-19 - From Payroll	4,676.31
SUPER MAR 2024 2	21/03/24 Superannuation Contribution	12,078.85
	Total 3000	16,755.16
	Total EFT00572	16,755.16
EFT Payment - EFT00570		

Accounts Paid - March 2024

Payment / Invoice	Date Description	Amount	
3029 - Australian Taxation Office			
PJ000842	08/02/24 FORTNIGHT 2024-16 - From Payroll	18,707.57	
PJ000844	22/02/24 FORTNIGHT 2024-17 - From Payroll	18,531.57	
	01/03/24 GST Settlement	551.00	
	01/03/24 GST Settlement	16,925.00	
	Total 3029	20,865.14	
	Total EFT00570	20,865.14	
EFT Payment - EFT00567			
3048 - Western Australian Local Government Assoc. (WALGA)			
AEF24-3U PO03592	06/03/24 Aboriginal Engagement Forum 2024	190.00	
	Total 3048	190.00	
	Total EFT00567	190.00	
EFT Payment - EFT00573			
3974 - LG Best Practices			
22395 PO03539	01/03/24 Rates service - initial trial 40 hours	1,848.00	
	Total 3974	1,848.00	
	Total EFT00573	1,848.00	
Grand Total - EFT Payment			Sub-total EFT
			\$ 494,079.17
Other			
Other - DD00495			
123 - Synergy			
3000215123	01/03/24 Depot 25 Nov 23 to 30 Jan 2024	2,529.72	
	Total 123	2,529.72	
	Total DD00495	2,529.72	
Other - DD00502			
123 - Synergy			
2006062798	12/02/24 Shire Office Electricity 23 Nov 23 to 24 Jan 24	361.36	
	Total 123	361.36	
	Total DD00502	361.36	
Other - DD00491			
123 - Synergy			
1001170546	01/02/24 Library Electricity 9/12/23-12/01/24	5,238.15	
	Total 123	5,238.15	
	Total DD00491	5,238.15	
Other - DD00493			
123 - Synergy			
2074045391	05/03/24 Streetlights (2) MHP 28 Jan to 27 Feb 2024	39.25	
	Total 123	39.25	
	Total DD00493	39.25	
Other - DD00494			
123 - Synergy			

Accounts Paid - March 2024

Payment / Invoice	Date	Description	Amount
2066052943	05/03/24	Streetlights March 2024	2,156.67
Total 123			2,156.67
Total DD00494			2,156.67
Other - DD00500			
123 - Synergy			
2042045091	16/02/24	Library 13/01/24 to 09/02/24	4,955.51
Total 123			4,955.51
Total DD00500			4,955.51
Other - DD00492			
123 - Synergy			
2018060458	05/03/24	Streetlights 25 Dec to 24 Jan 24	3,446.78
Total 123			3,446.78
Total DD00492			3,446.78
Other - CCP00049			
3084 - Shire Credit Cards -NAB Visa flexi purchase			
NAB VISA FEES 29 JAN TO 28 FEB 2024	01/03/24	NAB VISA FEES 29 JAN TO 28 FEB 2024	110.00
DN MIS 30 JAN TO 28 FEB 2024	01/03/24	DN MIS 30 JAN TO 28 FEB 2024	834.89
DB CEO 30 JAN TO 28 FEB 2024	01/03/24	DB CEO 30 JAN TO 28 FEB 2024	130.82
TW DEPOT 30 JAN TO 28 FEB 2024	01/03/24	TW DEPOT 30 JAN TO 28 FEB 2024	371.78
RY DEPOT 30 JAN TO 28 FEB 2024	01/03/24	RY DEPOT 30 JAN TO 28 FEB 2024	822.70
ALS LH 30 JAN TO 28 FEB 2024	01/03/24	ALS LH 30 JAN TO 28 FEB 2024	3,193.37
JG MDS 30 JAN TO 28 FEB 2024	01/03/24	JG MDS 30 JAN TO 28 FEB 2024	703.81
JC MSSC 30 JAN TO 28 FEB 2024	01/03/24	JC MSSC 30 JAN TO 28 FEB 2024	136.82
SF CLS 30 JAN TO 28 FEB 2024	01/03/24	SF CLS 30 JAN TO 28 FEB 2024	1,972.15
Total 3084			8,276.34
Total CCP00049			8,276.34
Other - DD00501			
3377 - WESTNET PTY LTD T/AS inet			
139875989	01/03/24	Annual charge for mailbox service	25.00
Total 3377			25.00
Total DD00501			25.00
Other - DD00496			
3995 - Fines Enforcement Registry (FER)			
32454237 2	01/03/24	LODGEMENT FEE RECEIPT NO. FER13852198 25155	83.50
Total 3995			83.50
Total DD00496			83.50
Other - DD00497			
3995 - Fines Enforcement Registry (FER)			
32479683	07/03/24	LODGMET FEE REC NO. 13876669 25060	83.50
32479702	07/03/24	LODGMET FEE REC NO.13876683 25081	83.50
32479897	07/03/24	LODGMET FEE REC NO.13876839 25080	83.50
32479946	07/03/24	LODGMET FEE REC NO. 13876877 25157	83.50

Accounts Paid - March 2024

Payment / Invoice	Date	Description	Amount
32479984	07/03/24	LODGEMENT FEE REC NO. 13876915 25097	83.50
32480009	06/03/24	LODGMET FEE REC NO. 13876936 25093	83.50
32480027	07/03/24	LODGMET FEE REC NO. 13876955 25102	83.50
Total 3995			584.50
Total DD00497			584.50
Other - DD00498			
3995 - Fines Enforcement Registry (FER)			
32486549	08/03/24	LODGMET FEE REC NO.13883282 25126	83.50
32486584	08/03/24	LODGMET FEE REC NO. 13883314 25009	83.50
Total 3995			167.00
Total DD00498			167.00
Other - DD00499			
3995 - Fines Enforcement Registry (FER)			
32507004	13/03/24	LODGMET FEE REC NO. 13902861 25112	83.50
32507025	13/03/24	LODGMET FEE REC NO.13902877 25109	83.50
32507096	13/03/24	LODGMET FEE REC NO.13902924 25051	83.50
32507123	13/03/24	LODGMET FEE REC NO.13902949 25052	83.50
Total 3995			334.00
Total DD00499			334.00
Grand Total - Other			Sub-total DD
			\$ 28,197.78
Grand Total Accounts paid - March 2024			\$ 522,276.95

8.3.1 (b)



FlexiPurchase Account Statement

Statement for NAB

Statement Period: 30 Jan 2024 to 28 Feb 2024

Cardholder Name: Donald Burnett



JSKR VISA Purchasing Card (Client Expenses)

Date	Details		Approval	Receipt Amount (\$AUD)		
	GL Code	CC Code		Department	Net	Tax
13 Feb 2024	28280	190	0401	Approval Req'd	<input checked="" type="checkbox"/>	\$124.00
	Purchase Cellarbrations Catering			\$112.73	\$11.27	\$124.00
28 Feb 2024	27130	190	0403	No Appr Req'd	<input checked="" type="checkbox"/>	\$6.82
	Account Fees Cc Fp User Fee Account fee			\$6.20	\$0.62	\$6.82
Total for this period:						\$130.82

Cardholder Declaration

I declare that all purchases were authorised or necessarily incurred on behalf of the company.

Signature [Signature]

Dated 5/15/24

Employee ID: 5

Approved By

Signature [Signature]

Dated 11/13/24

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



Statement for NAB

Statement Period: 30 Jan 2024 to 28 Feb 2024

Cardholder Name: Donovan Norgard



JSKR VISA Purchasing Card (Client Expenses)

Date	Details		Approval	Receipt Amount (\$AUD)		
	GL Code	CC Code	Department	Net	Tax	Gross
31 Jan 2024	Rapid Medical	Hope Island	Approval Req'd	<input checked="" type="checkbox"/>		\$329.00
	28840	129	1104	\$299.09	\$29.91	\$329.00
	Purchase Rapid Medical RATS COVID-19 testing kits					
01 Feb 2024	Bp Exp Myaree	1840 Myaree	Approval Req'd	<input checked="" type="checkbox"/>		\$98.17
	28360	129	1104	\$89.25	\$8.92	\$98.17
	Purchase Bp Exp Myaree 1840 Fuel					
09 Feb 2024	Bp Exp Myaree	1840 Myaree	Approval Req'd	<input checked="" type="checkbox"/>		\$120.34
	28360	129	1104	\$109.40	\$10.94	\$120.34
	Purchase Bp Exp Myaree 1840 Fuel					
15 Feb 2024	Ampol Mosman Pa	55363f	Approval Req'd	<input checked="" type="checkbox"/>		\$152.94
	28360	129	1104	\$139.04	\$13.90	\$152.94
	Purchase Ampol Mosman Pa 55363f Fuel					
22 Feb 2024	Ampol Oconnor	55366f Oconnor	Approval Req'd	<input checked="" type="checkbox"/>		\$127.62
	28360	129	1104	\$116.02	\$11.60	\$127.62
	Purchase Ampol Oconnor 55366f Fuel					
28 Feb 2024	Account Fees		No Appr Req'd	<input checked="" type="checkbox"/>		\$6.82
	27130	129	1104	\$6.20	\$0.62	\$6.82
	Account Fees Cc Fp User Fee Bank fees					
Total for this period:						\$834.89

Cardholder Declaration

I declare that all purchases were authorised or necessarily incurred on behalf of the company.

Signature _____

Dated 06 / 03 / 2024

Employee ID: 169

Approved By

Signature _____

Dated 6/3/2024 /

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



Statement for NAB

Statement Period: 30 Jan 2024 to 28 Feb 2024
Cardholder Name: Jeremy Clapham



JSKR VISA Purchasing Card (Client Expenses)

Date	Details		Approval	Receipt Amount (\$AUD)		
	GL Code	CC Code		Department	Net	Tax
31 Jan 2024	27140	Demmer Galleries 129	Osborne Park	Approval Req'd	<input checked="" type="checkbox"/>	\$130.00
		Purchase Demmer Galleries Photo frame of EM and CEO - Feb 24	0403	\$118.18	\$11.82	\$130.00
28 Feb 2024	27130	Account Fees 129		No Appr Req'd	<input checked="" type="checkbox"/>	\$6.82
		Account Fees Cc Fp User Fee Bank fees	0403	\$6.20	\$0.62	\$6.82
Total for this period:						\$136.82

Cardholder Declaration

I declare that all purchases were authorised or necessarily incurred on behalf of the company.

Signature _____

Dated 26/03/2024

Employee ID: E0031

Approved By

Signature _____

Dated 26/3/2024

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



FlexiPurchase Account Statement

Statement for NAB

Statement Period: 30 Jan 2024 to 28 Feb 2024
Cardholder Name: Joel Lee Gajic



JSKR VISA Purchasing Card (Client Expenses)

Table with columns: Date, Details (GL Code, CC Code, Department), Approval, Receipt Amount (\$AUD) (Net, Tax, Gross). Rows include transactions for Kelly Bucksey Photo, Woolworths/Cottesloe Grov, Myo*enviro Paul, Department Of Transpor, Bunnings 483000, and Account Fees.

Cardholder Declaration

I declare that all purchases were authorised or necessarily incurred on behalf of the company.

Signature [Handwritten Signature]

Dated 5 / 4 / 24

Employee ID: E0020

Approved By

Signature [Handwritten Signature]

Dated 5 / 4 / 24

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



Statement for NAB

Statement Period: 30 Jan 2024 to 28 Feb 2024
Cardholder Name: Lance Hopkinson



JSKR VISA Purchasing Card (Client Expenses)

Table with columns: Date, Details (GL Code, CC Code, Department), Approval, Receipt Amount (\$AUD) (Net, Tax, Gross). Rows include transactions from 01 Feb 2024 to 26 Feb 2024, such as Woolworths/Cottesloe Grov, Peppermint News Agc, Jaycar Pty Ltd, Bigw Online, St John Ambulance, Jb Hi-Fi Online, and Account Fees.

28770 139
Purchase Freshwaters
WSLG managers meeting

1106

\$12.91

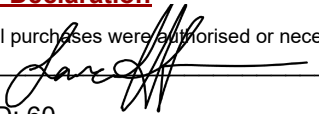
\$1.29

\$14.20

Total for this period: \$3,193.37

Cardholder Declaration


I declare that all purchases were authorized or necessarily incurred on behalf of the company.

Signature 

Dated 29 / 02 / 2024

Employee ID: 60

Approved By

Signature 

Dated 29/2/24 /

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



Statement for NAB

Statement Period: 30 Jan 2024 to 28 Feb 2024

Cardholder Name: Robert Young



JSKR VISA Purchasing Card (Client Expenses)

Date	Details		Approval	Receipt Amount (\$AUD)			
	GL Code	CC Code		Department	Net	Tax	Gross
01 Feb 2024	28360	139	6919 Mosman Park	Approved	\$123.05	\$12.31	\$135.36
	Purchase Coles Express 6919 Ute Fuel						
12 Feb 2024	28360	139	6919 Mosman Park	Approved	\$135.55	\$13.56	\$149.11
	Purchase Coles Express 6919 ute fuel						
14 Feb 2024	28270	139	Jaycar Electronics O'Connor	Approved	\$17.68	\$1.77	\$19.45
	Purchase Jaycar Electronics Office Retic						
12 Feb 2024	28270	139	Bunnings 453000 O'Connor	Approved	\$68.48	\$6.85	\$75.33
	Purchase Bunnings 453000 Office retic						
13 Feb 2024	28270	139	Bunnings 453000 O'Connor	Approved	\$37.08	\$3.71	\$40.79
	Purchase Bunnings 453000 Office Retic						
15 Feb 2024	28500	139	Bunnings 453000 O'Connor	Approved	\$28.56	\$2.86	\$31.42
	Purchase Bunnings 453000 Street Signs						
20 Feb 2024	28500	139	Bob Jane T Mart Clar Claremont	Approved	\$31.82	\$3.18	\$35.00
	Purchase Bob Jane T Mart Clar Back Hoe tyre						
22 Feb 2024	28360	139	6919 Mosman Park	Approved	\$144.93	\$14.49	\$159.42
	Purchase Coles Express 6919 Ute Fuel						
23 Feb 2024	28350	139	Oconnor L/Mwr&c/Saw O Connor	Approved	\$154.55	\$15.45	\$170.00
	Purchase Oconnor L/Mwr&c/Saw Whipper Snipper Heads						
28 Feb 2024			Account Fees	No Appr Req'd			\$6.82

27130	190	1201	\$6.20	\$0.62	\$6.82
Account Fees Cc Fp User Fee					
Bank fee's					
Total for this period:					\$822.70

Cardholder Declaration

I declare that all purchases were authorised or necessarily incurred on behalf of the company.

Signature _____ Dated 6 / 3 / 2024

Employee ID: RY

Approved By

Signature _____ Dated 06 / 03 2024

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



Statement for NAB

Statement Period: 30 Jan 2024 to 28 Feb 2024

Cardholder Name: Stewart Farley



JSKR VISA Purchasing Card (Client Expenses)

Date	Details		Approval	Receipt Amount (\$AUD)			
	GL Code	CC Code		Department	Net	Tax	Gross
08 Feb 2024	Big W/High Road And Wille Willetton		Approved		<input checked="" type="checkbox"/>	\$93.00	
	28471	139		1106	\$84.55	\$8.45	\$93.00
	Purchase Big W/High Road And Wille junior book purchases						
08 Feb 2024	Booktopia Pty Ltd Rhodes		Approved		<input checked="" type="checkbox"/>	\$301.66	
	28471	139		1106	\$274.24	\$27.42	\$301.66
	Purchase Booktopia Pty Ltd junior book purchases						
08 Feb 2024	Booktopia Pty Ltd Rhodes		Approved		<input checked="" type="checkbox"/>	\$86.84	
	28471	139		1106	\$78.95	\$7.89	\$86.84
	Purchase Booktopia Pty Ltd junior book purchases						
10 Feb 2024	Target 5076 Bull Creek		Approved		<input checked="" type="checkbox"/>	\$72.00	
	28471	139		1106	\$65.45	\$6.55	\$72.00
	Purchase Target 5076 junior book purchases						
09 Feb 2024	Big W/Rockingham Road Spearwood		Approved		<input checked="" type="checkbox"/>	\$151.00	
	28471	139		1106	\$137.27	\$13.73	\$151.00
	Purchase Big W/Rockingham Road junior book purchases						
12 Feb 2024	Booktopia Pty Ltd Rhodes		Approved		<input checked="" type="checkbox"/>	\$292.58	
	28471	139		1106	\$265.98	\$26.60	\$292.58
	Purchase Booktopia Pty Ltd junior book purchases						
12 Feb 2024	Officeworks 0616 O'Connor		Approved		<input checked="" type="checkbox"/>	\$40.96	
	27250	139		1106	\$37.24	\$3.72	\$40.96
	Purchase Officeworks 0616 Stationary supplies for book maintenance						
13 Feb 2024	Target Australia Pty L Williams Land		Approved		<input checked="" type="checkbox"/>	\$79.00	
	28471	139		1106	\$71.82	\$7.18	\$79.00
	Purchase Target Australia Pty L junior book purchases						
14 Feb 2024	Clever Patch Beresfield		Approved		<input checked="" type="checkbox"/>	\$295.87	
	28340	139		1106	\$268.97	\$26.90	\$295.87
	Purchase Clever Patch craft supplies for kids activities						
15 Feb 2024	Booktopia Pty Ltd Rhodes		Approved		<input checked="" type="checkbox"/>	\$302.73	

28471	139	1106	\$275.21	\$27.52	\$302.73
Purchase Booktopia Pty Ltd junior book purchases					
20 Feb 2024	Booktopia Pty Ltd Rhodes		Approved	<input checked="" type="checkbox"/>	\$117.83
28471	139	1106	\$107.12	\$10.71	\$117.83
Purchase Booktopia Pty Ltd junior book purchases					
19 Feb 2024	Booktopia Pty Ltd Rhodes		Approved	<input checked="" type="checkbox"/>	\$131.86
28471	139	1106	\$119.87	\$11.99	\$131.86
Purchase Booktopia Pty Ltd Junior book purchases					
28 Feb 2024	Account Fees		No Appr Req'd	<input checked="" type="checkbox"/>	\$6.82
27130	139	1106	\$6.20	\$0.62	\$6.82
Account Fees Cc Fp User Fee account fees					
Total for this period:					\$1,972.15

Cardholder Declaration

I declare that all purchases were authorised or necessarily incurred on behalf of the company.

Signature 

Dated 29 / 2 / 2024

Employee ID: 63

Approved By

Signature 

Dated 29 / 2 / 2024

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



Statement for NAB

Statement Period: 30 Jan 2024 to 28 Feb 2024

Cardholder Name: Tim Whitham



JSKR VISA Purchasing Card (Client Expenses)

Date	Details		Approval	Receipt Amount (\$AUD)		
	GL Code	CC Code		Department	Net	Tax
31 Jan 2024	Ampol Mosman Pa 55363f Mosman Park		Approved		<input checked="" type="checkbox"/>	\$38.00
	28360	139	1104	\$34.55	\$3.45	\$38.00
	Purchase Ampol Mosman Pa 55363f Depot Fuel.					
07 Feb 2024	Ampol Mosman Pa 55363f Mosman Park		Approved		<input checked="" type="checkbox"/>	\$145.00
	28360	139	1104	\$131.82	\$13.18	\$145.00
	Purchase Ampol Mosman Pa 55363f Ute Fuel					
13 Feb 2024	Bunnings 483000	Claremont	Approval Req'd		<input checked="" type="checkbox"/>	\$181.96
	28270	139	1104	\$165.42	\$16.54	\$181.96
	Purchase Bunnings 483000 Hardware					
28 Feb 2024	Account Fees		No Appr Req'd		<input checked="" type="checkbox"/>	\$6.82
	27130	190	0403	\$6.20	\$0.62	\$6.82
	Account Fees Cc Fp User Fee Account fees					
Total for this period:						\$371.78

Cardholder Declaration

I declare that all purchases were authorised or necessarily incurred on behalf of the company.

Signature _____

Dated 1 /3 /2024

Employee ID: TW

Approved By

Signature _____

Dated 01 /03 / 2024

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



Ordinary Council Meeting

8.3.2 - Financial Statements for the period ending
31st March 2024

SHIRE OF PEPPERMINT GROVE**MONTHLY FINANCIAL REPORT**

**(Containing the required statement of financial activity and statement of financial position)
For the period ended 31 March 2024**

**LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996**

TABLE OF CONTENTS***Statements required by regulation***

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

SHIRE OF PEPPERMINT GROVE
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2024

	Supplementary Information	Amended Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
OPERATING ACTIVITIES							
Revenue from operating activities							
General rates	9	3,670,054	3,666,053	3,653,803	(12,250)	(0.33%)	
Grants, subsidies and contributions	12	1,399,442	958,538	1,022,679	64,141	6.69%	
Fees and charges		319,195	288,283	283,792	(4,491)	(1.56%)	
Interest revenue		193,836	160,336	97,349	(62,987)	(39.28%)	▼
Other revenue		7,600	6,850	12,839	5,989	87.43%	
Profit on asset disposals	6	6,112	6,112	13,715	7,603	124.39%	
Fair value adjustments to financial assets at fair value through profit or loss		0	0	403	403	0.00%	
		5,596,239	5,086,172	5,084,580	(1,592)	(0.03%)	
Expenditure from operating activities							
Employee costs		(2,488,668)	(1,881,885)	(1,842,130)	39,755	2.11%	
Materials and contracts		(2,365,012)	(1,804,935)	(1,506,228)	298,707	16.55%	▲
Utility charges		(123,593)	(91,341)	(91,575)	(234)	(0.26%)	
Depreciation		(1,012,312)	(866,734)	(771,373)	95,361	11.00%	▲
Finance costs		(50,643)	(25,651)	(24,883)	768	2.99%	
Insurance		(118,902)	(118,102)	(121,320)	(3,218)	(2.72%)	
Other expenditure		(133,356)	(87,617)	(86,549)	1,068	1.22%	
		(6,292,486)	(4,876,265)	(4,444,058)	432,207	8.86%	
Non-cash amounts excluded from operating activities	Note 2(b)	1,006,200	860,622	757,255	(103,367)	(12.01%)	▼
Amount attributable to operating activities		309,953	1,070,529	1,397,777	327,248	30.57%	
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions	13	60,162	60,162	29,786	(30,376)	(50.49%)	▼
Proceeds from disposal of assets	6	33,000	33,000	36,653	3,653	11.07%	
		93,162	93,162	66,439	(26,723)	(28.68%)	
Outflows from investing activities							
Payments for property, plant and equipment	5	(268,700)	(92,600)	(81,699)	10,901	11.77%	▲
Payments for construction of infrastructure	5	(647,000)	(65,000)	(55,004)	9,996	15.38%	
		(915,700)	(157,600)	(136,703)	20,897	13.26%	
Amount attributable to investing activities		(822,538)	(64,438)	(70,264)	(5,826)	(9.04%)	
FINANCING ACTIVITIES							
Inflows from financing activities							
Transfer from reserves	4	513,284	0	0	0	0.00%	
		513,284	0	0	0	0.00%	
Outflows from financing activities							
Repayment of borrowings	10	(38,885)	(19,113)	(19,113)	0	0.00%	
Transfer to reserves	4	(471,922)	0	0	0	0.00%	
		(510,807)	(19,113)	(19,113)	0	0.00%	
Amount attributable to financing activities		2,477	(19,113)	(19,113)	0	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus or deficit at the start of the financial year							
Amount attributable to operating activities		526,883	526,883	526,883	0	0.00%	
Amount attributable to operating activities		309,953	1,070,529	1,397,777	327,248	30.57%	▲
Amount attributable to investing activities		(822,538)	(64,438)	(70,264)	(5,826)	(9.04%)	
Amount attributable to financing activities		2,477	(19,113)	(19,113)	0	0.00%	
Surplus or deficit after imposition of general rates		16,775	1,513,861	1,835,284	321,423	21.23%	▲

KEY INFORMATION

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

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

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

**SHIRE OF PEPPERMINT GROVE
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 MARCH 2024**

	Supplementary Information	30 June 2023	31 March 2024
		\$	\$
CURRENT ASSETS			
Cash and cash equivalents	3	2,550,422	3,577,129
Trade and other receivables		658,685	367,772
TOTAL CURRENT ASSETS		3,209,107	3,944,901
NON-CURRENT ASSETS			
Trade and other receivables		98,625	98,625
Other financial assets		20,390	20,793
Investment in associate	14	121,015	121,016
Property, plant and equipment		16,433,836	16,332,676
Infrastructure		17,091,017	16,534,570
Right-of-use assets		15,047	15,047
TOTAL NON-CURRENT ASSETS		33,779,930	33,122,727
TOTAL ASSETS		36,989,037	37,067,628
CURRENT LIABILITIES			
Trade and other payables	8	680,986	108,383
Lease liabilities		11,785	11,785
Borrowings	10	38,885	19,772
Employee related provisions	11	175,345	175,345
TOTAL CURRENT LIABILITIES		907,001	315,285
NON-CURRENT LIABILITIES			
Lease liabilities		6,007	6,007
Borrowings	10	615,807	615,807
Employee related provisions		41,314	41,314
TOTAL NON-CURRENT LIABILITIES		663,128	663,128
TOTAL LIABILITIES		1,570,129	978,413
NET ASSETS		35,418,908	36,089,215
EQUITY			
Retained surplus		9,864,520	10,534,827
Reserve accounts	4	1,988,559	1,988,560
Revaluation surplus		23,565,829	23,565,827
TOTAL EQUITY		35,418,908	36,089,215

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 MARCH 2024

1 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PREPARATION

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

Local Government Act 1995 requirements

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

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

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

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

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.

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

Judgements and 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 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 balances, transactions and disclosures impacted by accounting estimates are as follows:

- estimated fair value of certain financial assets
- impairment of financial assets
- estimation of fair values of land and buildings, infrastructure and investment property
- estimation uncertainties made in relation to lease accounting
- estimated useful life of intangible assets

SIGNIFICANT ACCOUNTING POLICIES

Significant accounting policies utilised in the preparation of these statements are as described within the 2023-24 Annual Budget. Please refer to the adopted budget document for details of these policies.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 16 April 2024

SHIRE OF PEPPERMINT GROVE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2024

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

(a) Net current assets used in the Statement of Financial Activity	Supplementary Information	Amended Budget	Last Year	Year to Date
		Opening 30 June 2023	Closing 30 June 2023	31 March 2024
Current assets		\$	\$	\$
Cash and cash equivalents	3	1,995,773	2,550,422	3,577,129
Trade and other receivables		500,000	658,685	367,772
		2,495,773	3,209,107	3,944,901
Less: current liabilities				
Trade and other payables	8	(301,582)	(680,986)	(108,383)
Lease liabilities		(5,000)	(11,785)	(11,785)
Borrowings	10	(38,885)	(38,885)	(19,772)
Employee related provisions	11	(175,345)	(175,345)	(175,345)
		(520,812)	(907,001)	(315,285)
Net current assets		1,974,961	2,302,106	3,629,616
Less: Total adjustments to net current assets	Note 2(c)	(1,958,186)	(1,775,223)	(1,794,332)
Closing funding surplus / (deficit)		16,775	526,883	1,835,284

(b) Non-cash amounts 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*.

Non-cash amounts excluded from operating activities	Amended Budget	YTD Budget (a)	YTD Actual (b)
	\$	\$	\$
Adjustments to operating activities			
Less: Profit on asset disposals	6	(6,112)	(6,112)
Less: Fair value adjustments to financial assets at amortised cost		0	0
Add: Depreciation		1,012,312	866,734
Total non-cash amounts excluded from operating activities		1,006,200	860,622
			757,255

(c) Current assets and liabilities excluded from budgeted deficiency

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.

Adjustments to net current assets	Amended Budget	Last Year	Year to Date
	Opening 30 June 2023	Closing 30 June 2023	31 March 2024
	\$	\$	\$
Less: Reserve accounts	4	(1,988,560)	(1,988,559)
Add: Current liabilities not expected to be cleared at the end of the year:			
- Current portion of borrowings	10	(2,550)	38,885
- Current portion of lease liabilities			11,785
- Current portion of employee benefit provisions held in reserve	4	32,924	162,666
Total adjustments to net current assets	Note 2(a)	(1,958,186)	(1,775,223)
			(1,794,332)

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.

SHIRE OF PEPPERMINT GROVE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2024

3 EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially.
The material variance adopted by Council for the 2023-24 year is \$10,000 and 10.00% whichever is the greater.

Description	Var. \$	Var. %	
	\$	%	
Revenue from operating activities			
Interest revenue	(62,987)	(39.28%)	▼
Interest received less than budgeted for			
Expenditure from operating activities			
Materials and contracts	298,707	16.55%	▲
Consulting fees less than budgeted \$104k, Drainage Maintenance less than budgeted \$36k, Records Management less than budgeted \$22k, Library less than budgeted \$18.5k, ROW Maint less than budgeted \$37k, Parking Control less than budgeted \$31k, Street Tree under budget \$25k			
Depreciation	95,361	11.00%	▲
Depreciation on road infrastructure higher than budgeted, as budget was prepared before revaluation was completed.			
Non-cash amounts excluded from operating activities	(103,367)	(12.01%)	▼
Depreciation -see above			
Inflows from investing activities			
Proceeds from capital grants, subsidies and contributions	(30,376)	(50.49%)	▼
Timing of LRCI grant funding.			
Outflows from investing activities			
Payments for property, plant and equipment	10,901	11.77%	▲
Timing of capital acquisitions			
Surplus or deficit after imposition of general rates	321,423	21.23%	▲
Due to variances described above			

SHIRE OF PEPPERMINT GROVE
SUPPLEMENTARY INFORMATION

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SHIRE OF PEPPERMINT GROVE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MARCH 2024

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)				
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$0.53 M	\$0.53 M	\$0.53 M	\$0.00 M
Closing	\$0.02 M	\$1.51 M	\$1.84 M	\$0.32 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$	% of total
Unrestricted Cash	\$1.59 M	44.4%
Restricted Cash	\$1.99 M	55.6%

Refer to 3 - Cash and Financial Assets

Payables		
	\$	% Outstanding
Trade Payables	\$0.08 M	
0 to 30 Days		98.7%
Over 30 Days		1.3%
Over 90 Days		0.1%

Refer to 8 - Payables

Receivables		
	\$	% Collected
Rates Receivable	\$0.13 M	96.5%
Trade Receivable	\$0.24 M	% Outstanding
Over 30 Days		99.7%
Over 90 Days		22.0%

Refer to 7 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.31 M	\$1.07 M	\$1.40 M	\$0.33 M

Refer to Statement of Financial Activity

Rates Revenue		
	\$	% Variance
YTD Actual	\$3.65 M	
YTD Budget	\$3.67 M	(0.3%)

Refer to 9 - Rate Revenue

Grants and Contributions		
	\$	% Variance
YTD Actual	\$1.02 M	
YTD Budget	\$0.96 M	6.7%

Refer to 12 - Grants and Contributions

Fees and Charges		
	\$	% Variance
YTD Actual	\$0.28 M	
YTD Budget	\$0.29 M	(1.6%)

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)
(\$0.82 M)	(\$0.06 M)	(\$0.07 M)	(\$0.01 M)

Refer to Statement of Financial Activity

Proceeds on sale		
	\$	%
YTD Actual	\$0.04 M	
Amended Budget	\$0.03 M	11.1%

Refer to 6 - Disposal of Assets

Asset Acquisition		
	\$	% Spent
YTD Actual	\$0.06 M	
Amended Budget	\$0.65 M	(91.5%)

Refer to 5 - Capital Acquisitions

Capital Grants		
	\$	% Received
YTD Actual	\$0.03 M	
Amended Budget	\$0.06 M	(50.5%)

Refer to 5 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.00 M	(\$0.02 M)	(\$0.02 M)	\$0.00 M

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	(\$0.02 M)
Interest expense	(\$0.02 M)
Principal due	\$0.64 M

Refer to 10 - Borrowings

Reserves	
Reserves balance	\$1.99 M
Interest earned	\$0.00 M

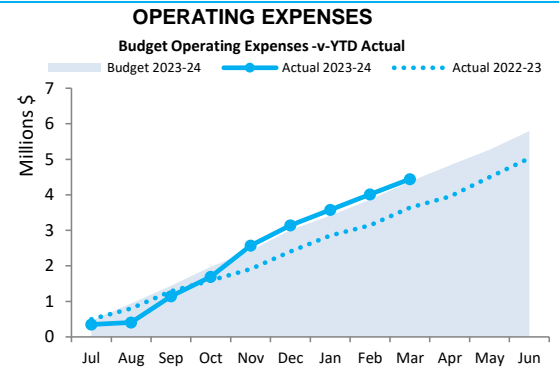
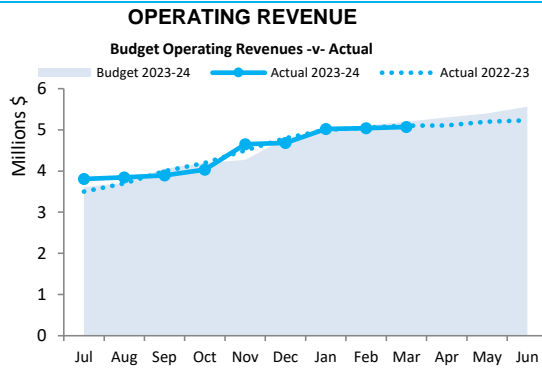
Refer to 4 - Cash Reserves

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

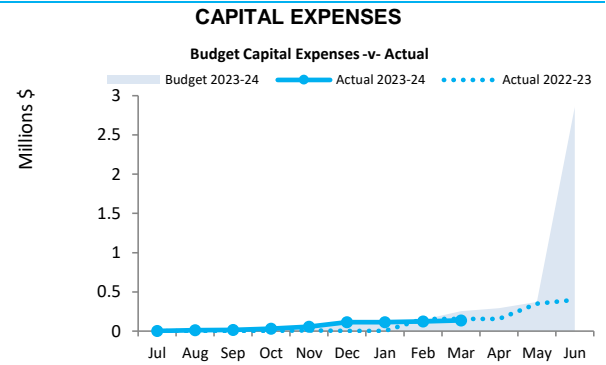
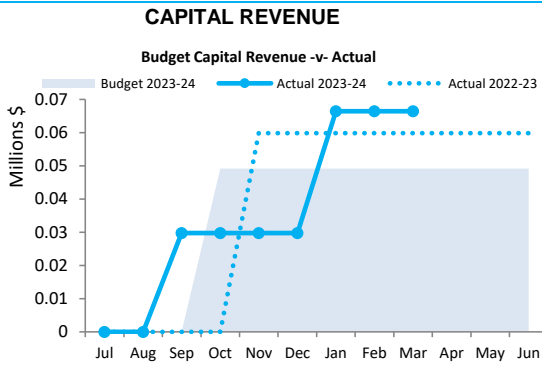
**SHIRE OF PEPPERMINT GROVE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MARCH 2024**

2 KEY INFORMATION - GRAPHICAL

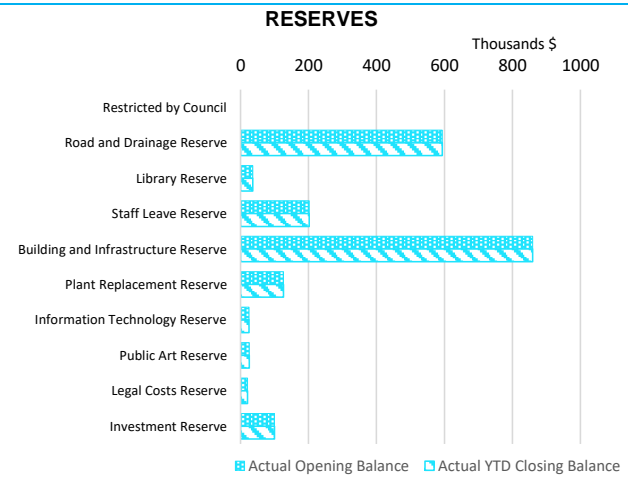
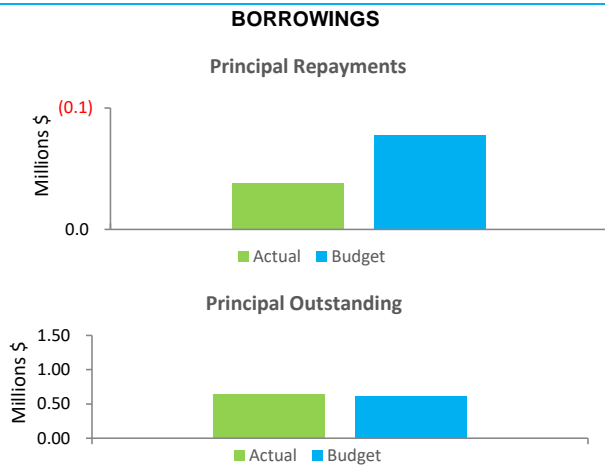
OPERATING ACTIVITIES



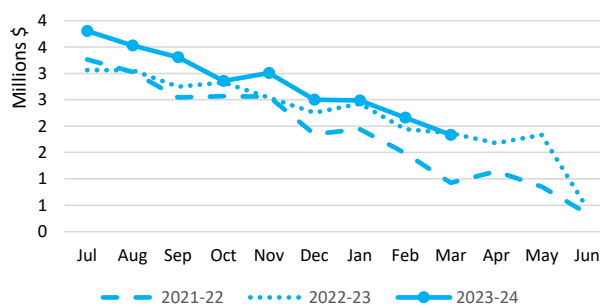
INVESTING ACTIVITIES



FINANCING ACTIVITIES



Closing funding surplus / (deficit)



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

**SHIRE OF PEPPERMINT GROVE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MARCH 2024**

3 CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
Municipal Fund	Cash and cash equivalents	1,588,569	0	1,588,569				
Reserve Fund		0	1,988,560	1,988,560				
Total		1,588,569	1,988,560	3,577,129	0			
Comprising								
Cash and cash equivalents		1,588,569	1,988,560	3,577,129	0			
		1,588,569	1,988,560	3,577,129	0			

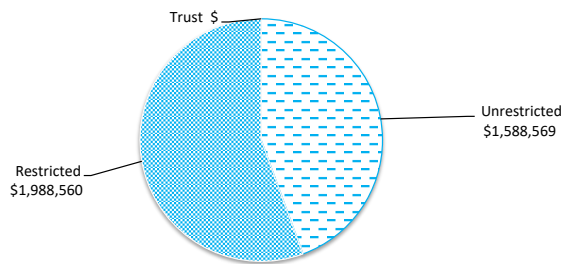
KEY INFORMATION

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

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

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

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 4 - Other assets.



SHIRE OF PEPPERMINT GROVE
 SUPPLEMENTARY INFORMATION
 FOR THE PERIOD ENDED 31 MARCH 2024

4 RESERVE ACCOUNTS

Reserve name	Budget	Budget	Budget	Budget	Budget	Actual	Actual	Actual	Actual	Actual YTD	SOFP
	Opening Balance	Interest Earned	Transfers In (+)	Transfers Out (-)	Closing Balance	Opening Balance	Interest Earned	Transfers In (+)	Transfers Out (-)	Closing Balance	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Restricted by Council											
Road and Drainage Reserve	595,117	30,292	37,700	(5,000)	658,109	593,360				593,360	593360
Library Reserve	56,455	2,399		(43,284)	15,570	36,344				36,344	36344
Staff Leave Reserve	182,188	7,743	30,000		219,931	201,697				201,697	201697
Building and Infrastructure Reserve	851,025	47,492	81,826	(430,000)	550,343	859,281				859,281	859281
Plant Replacement Reserve	126,616	5,381			131,997	126,310				126,310	126310
Information Technology Reserve	25,108	1,067			26,175	25,036				25,036	25036
Public Art Reserve	31,313	1,331	20,000	(35,000)	17,644	25,852				25,852	25852
Legal Costs Reserve	20,738	881			21,619	20,679				20,679	20680
Investment Reserve	100,000	4,250	201,560		305,810	100,000				100,000	100000
	1,988,560	100,836	371,086	(513,284)	1,947,198	1,988,559	0	0	0	1,988,559	1,988,560

5 CAPITAL ACQUISITIONS

Capital acquisitions	Amended		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Buildings - specialised	198,000	86,500	27,802	(58,698)
Furniture and equipment	9,700			0
Plant and equipment	61,000	6,100	53,897	47,797
Acquisition of property, plant and equipment	268,700	92,600	81,699	(10,901)
Infrastructure - roads	77,000		14,517	14,517
Infrastructure - Recreation	350,000			0
Infrastructure - Other	220,000	65,000	40,487	(24,513)
Acquisition of infrastructure	647,000	65,000	55,004	(31,798)
Total capital acquisitions	915,700	157,600	136,703	(42,699)
Capital Acquisitions Funded By:				
Capital grants and contributions	60,162	60,162	29,786	(30,376)
Borrowings	(1,700,000)	0	0	0
Other (disposals & C/Fwd) (exc sale of sump)	33,000	33,000	36,653	3,653
Reserve accounts				
Road and Drainage Reserve	5,000		0	0
Library Reserve	43,284		0	0
Building and Infrastructure Reserve	430,000		0	0
Public Art Reserve	35,000		0	0
Contribution - operations	2,009,254	64,438	70,264	5,826
Capital funding total	915,700	157,600	136,703	(20,897)

SIGNIFICANT ACCOUNTING POLICIES

Each class of fixed assets within either plant and equipment or infrastructure, is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation and impairment losses.

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

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

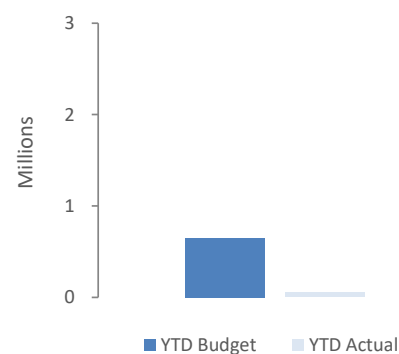
Initial recognition and measurement for assets held at cost

Plant and equipment including furniture and equipment is recognised at cost on acquisition in accordance with *Financial Management Regulation 17A*. Where acquired at no cost the asset is initially recognised at fair value. Assets held at cost are depreciated and assessed for impairment annually.

Initial recognition and measurement between mandatory revaluation dates for assets held at fair value

In relation to this initial measurement, cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Shire includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads.

Payments for Capital Acquisitions



5 CAPITAL ACQUISITIONS - DETAILED

Capital expenditure total

Level of completion indicators



0%
 20%
 40%
 60%
 80%
 100%
 Over 100%

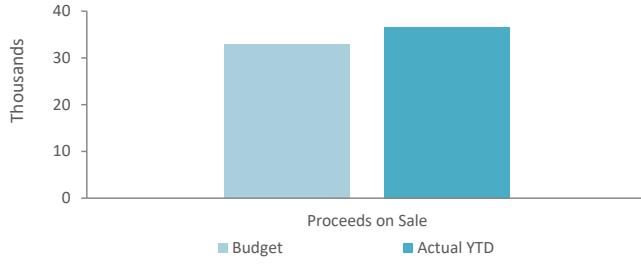
Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

Level of completion indicator, please see table at the end of this note for further detail.

			Amended			Variance
Account Description			Budget	YTD Budget	YTD Actual	(Under)/Over
			\$	\$	\$	\$
Land and Buildings						
	B001	Renewal Design main entry weather protection structure - Library	7,000			0
	B002	Renewal Painting works - Library	5,000	5,000	2,576	2424
	B003	Renewal Renewal Works - Library	15,000	9,500	8,597	902.71
	B004	Renewal Composite material - Library	55,000	45,000		45000
	B005	New Solar - Depot	10,000	10,000		10000
	B006	Renewal Airconditioning replacement	100,000	15,000	14,945	54.6
	B009	Renewal Painting works and sundry furniture	6,000	2,000	1,683	317
			198,000	86,500	27,802	58,698
Plant and Equipment						
	P001	Renewal Vehicle replacement	38,000	38,000	39,508	-1508
	P004	New Hydraulic sweeper attachment	15,000	15,000		15000
	P002	Renewal Minor plant	8,000	8,000	7,484	516
			61,000	61,000	46,992	14,008
Infrastructure - Roads						
	I003	Renewal Minor kerb renewal	10,000		950	-950
	I002	Renewal Minor footpath works	20,000		7,900	-7900
	I001	Renewal Minor drainage works	10,000		5,667	-5667
	I005	Renewal Crossland Court -paving replacement	37,000			0
			77,000	0	14,517	(14,517)
Infrastructure - Recreation						
	O006	Renewal Playground equipment - Keanes Point	350,000			0
			350,000	0	0	0
Infrastructure - Other						
	O001	New VMS - carpark	60,000	60,000	30,450	29550
	O003	New Mural - Manners Hill	5,000	5,000	7,180	-2180
	O004	New Memorial wall	80,000			0
	O007	New EV charging stations	25,000			0
	O005	Renewal Foreshore works	50,000		2,857	-2857.48
			220,000	65,000	40,487	24,513
Furniture and Equipment						
	F001	New Chambers - recording equipment	9,700		6,905	-6905
			915,700	212,500	136,703	75,797

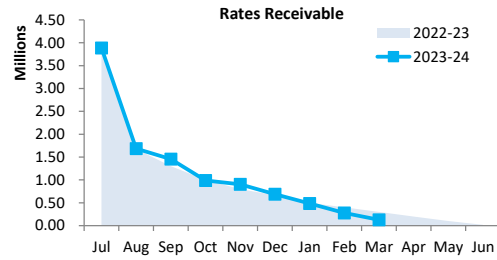
6 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	Property, Plant and Equipment								
	Plant and Equipment	26,888	33,000	6,112	0	22,938	36,653	13,715	0
		26,888	33,000	6,112	0	22,938	36,653	13,715	0



7 RECEIVABLES

Rates receivable	30 June 2023	31 Mar 2024
	\$	\$
Opening arrears previous years	57,524	19,144
Levied this year	3,345,071	3,653,803
Less - collections to date	(3,383,451)	(3,544,581)
Gross rates collectable	19,144	128,366
Net rates collectable	19,144	128,366
% Collected	99.4%	96.5%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	0	532	144,452	500	41,129	186,613
Percentage	0.0%	0.3%	77.4%	0.3%	22.0%	
Balance per trial balance						
Trade receivables						186,613
Other receivables						52,793
Total receivables general outstanding						239,406

Amounts shown above include GST (where applicable)

KEY INFORMATION

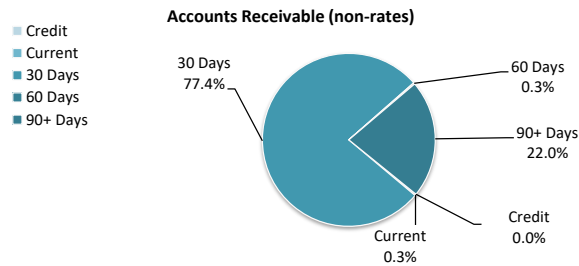
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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

Classification and subsequent measurement

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

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



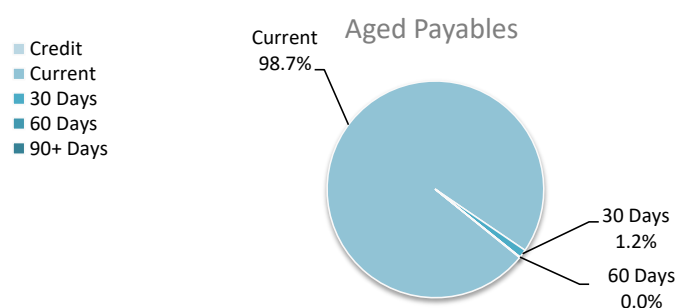
8 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	79,955	1,000	20	55	81,031
Percentage	0.0%	98.7%	1.2%	0.0%	0.1%	
Balance per trial balance						
Sundry creditors						81,031
ATO liabilities						(20,222)
Other payables						47,574
Total payables general outstanding						108,383

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period 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. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.



9 RATE REVENUE

General rate revenue

RATE TYPE	Rate in	Number of	Rateable	Rate	Budget	Total	Rate	Interim	YTD Actual
	\$(cents)	Properties	Value	Revenue	Interim	Revenue	Revenue	Rate Revenue	Total
				\$	\$	\$	\$	\$	\$
Gross rental value									
Gross Rental Value	0.0756	589	46,988,483	3,549,980	14,000	3,563,980	3,648,204	5,599	3,653,803
Sub-Total		589	46,988,483	3,549,980	14,000	3,563,980	3,648,204	5,599	3,653,803
Minimum payment									
Gross rental value									
Gross Rental Value	1,494	71		106,074		106,074			0
Sub-total		71	0	106,074	0	106,074	0	0	0
Total general rates						3,670,054			3,653,803

10 BORROWINGS

Repayments - borrowings

Information on borrowings	Loan No.	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments		
		1 July 2023	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
Particulars		\$	\$	\$	\$	\$	\$	\$	\$	
Library/Community Centre	41	654,693		0	(19,113)	(38,885)	635,580	615,808	(22,587)	(45,143)
Total		654,693	0	0	(19,113)	(38,885)	635,580	615,808	(22,587)	(45,143)
Current borrowings		38,886					19,772			
Non-current borrowings		615,807					615,808			
		654,693					635,580			

All debenture repayments were financed by general purpose revenue.

KEY INFORMATION

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset until such time as the asset is substantially ready for its intended use or sale.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature. Non-current borrowings fair values are based on discounted cash flows using a current borrowing rate.

11 OTHER CURRENT LIABILITIES

Other current liabilities	Note	Opening Balance 1 July 2023 \$	Liability transferred from/(to) non current \$	Liability Increase \$	Liability Reduction \$	Closing Balance 31 March 2024 \$
Employee Related Provisions						
Provision for annual leave		112,607	0			112,607
Provision for long service leave		62,738	0			62,738
Total Provisions		175,345	0	0	0	175,345
Total other current liabilities		175,345	0	0	0	175,345

Amounts shown above include GST (where applicable)

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

KEY INFORMATION

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.

Employee Related Provisions

Short-term employee benefits

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

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

Other long-term employee benefits

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

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

12 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue		
	Liability	Increase in Liability	Decrease in Liability	Liability	Current Liability	Amended Budget	YTD	YTD
	1 July 2023		(As revenue)	31 Mar 2024	31 Mar 2024	Revenue	Budget	Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Grants and subsidies								
Grove Contributions				0		1,327,700	926,094	941,169
Grants Commission - General				0		43,000	10,500	47,131
Grants Commission - Roads				0		23,000	16,202	25,710
MRWA - Direct Grant				0		5,742	5,742	6,170
Building digital skills				0				2,500
	0	0	0	0	0	1,399,442	958,538	1,022,679

13 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and contributions revenue		
	Liability 1 July 2023	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Mar 2024	Current Liability 31 Mar 2024	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies								
LRCI - 4				0		49,162	49,162	29,786
Deptment of Mines - EV charging station grant				0		11,000	11,000	
	0	0	0	0	0	60,162	60,162	29,786

**SHIRE OF PEPPERMINT GROVE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MARCH 2024**

14 INVESTMENT IN ASSOCIATES

(a) Investment in associate

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

Carrying amount at 1 July
Carrying amount at 30 June

Amended Budget Revenue	YTD Budget	YTD Revenue Actual
\$	\$	\$
		121,015
0	0	121,015

SIGNIFICANT ACCOUNTING POLICIES

Investments in associates

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

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



Ordinary Council Meeting

8.4.1 – Peppermint Grove Tennis Club Lease

Lease of a portion of Reserve 7802: Lot 160 Bay View Terrace, Peppermint Grove

Shire of Peppermint Grove

Peppermint Grove Tennis Club



McLEODS

Lawyers

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Details

Parties

Shire of Peppermint Grove

of 1 Leake Street, Peppermint Grove, Western Australia, 6011

Contact: Chief Executive Officer

Phone: (08) 9286 8600

Email: don.burnett@peppermintgrove.wa.gov.au

(Lessor)

Peppermint Grove Tennis Club (Incorporated Association No. A0340009K)

of PO Box 81, Cottesloe, Western Australia, 6911

ABN: 33 959 826 770

Contact: Simonne Ventouras (Club President)

Email: presidentpgtc@gmail.com

(Lessee)

Background

- A The Lessor has the care, control and management of the Land pursuant to a Management Order.
- B Subject to the prior written approval of the Minister for Lands, the Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises on the terms and conditions contained in this Deed.

Agreed terms

1. Defined terms and interpretation

1.1 Definitions

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

Alterations means any of the acts referred to in clauses 10.1(1)(b), 10.1(1)(c), 10.1(1)(d) and 10.1(1)(e);

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

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;

Claim means each and every claim, demand, writ, summons, action, suit, statutory obligation or requirement, direction, prosecution, proceeding, judgment, order, decree, damages, costs (including legal costs), loss and expense of any nature;

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

Contaminated Sites Act means the *Contaminated Sites Act 2003* (WA);

Contamination has the same meaning as the word “contaminated” in the *Contaminated Sites Act 2003* (WA);

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 the further term(s) specified in **Item 4** 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;

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

Lease means this lease and any equitable or common law tenancy evidenced by deed as supplemented, amended or varied from time to time;

Lessee’s Agents includes:

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

Lessee’s Buildings means those buildings, structures and improvements on the Premises which are owned by the Lessee and described in **clause 9.1(1)**;

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

Management Order means the Management Order made under section 46 of the *Land Administration Act 1997*, under which Reserve 18417 was vested in the Lessor for the purposes of Hall and Reserve 15088 was vested in the Lessor for the purposes of Recreation;

Minister for Lands means the Minister for Lands in her or his capacity as the body corporate continued under section 7 of the *Land Administration Act 1997* (WA);

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

Party means the Lessor or the Lessee according to the context and Parties means both the Lessor and the Lessee according to the context;

Permitted Purposes means the purposes set out in **Item 7** of the Schedule;

Premises means the area of the Land to be leased to the Lessee as more particularly described at **Item 2** of the Schedule;

Rent means the rent specified in **Item 6** of the Schedule as varied from time to time under this Lease;

Rent Review Date means a date identified in **Item 9** of the Schedule;

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 3** of the Schedule;

Termination means the date of:

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

Written Law has the same meaning given to that term in the *Interpretation Act 1984*.

1.2 Interpretation

In this Lease, unless inconsistent with the context:

- (a) headings and bolding are for convenience only and do not affect the interpretation of this Lease;
- (b) words importing the singular include the plural and vice versa;
- (c) a reference to a gender includes a reference to each other gender;

- (d) a reference to a person or individual includes a reference to a firm, corporation or other corporate body, local government, authorities and vice versa;
- (e) where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning;
- (f) a reference to any Written Law includes:
 - (i) all Written Laws amending, consolidating or replacing that Written Law; and
 - (ii) all regulations, proclamations, planning schemes or local laws made under that Written Law;
- (g) a reference to a Party includes that Party, its legal personal representatives, successors, permitted assigns, receivers, administrators, executors, substitutes and liquidators;
- (h) a reference to this Lease includes a reference to both express and implied provisions;
- (i) a reference to this Lease, or any other document includes a reference to the Lease or other document as amended, rectified or replaced from time to time and to any document so amending, rectifying or replacing the document;
- (j) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (k) a reference to 'approved' means approved in writing;
- (l) a reference to '\$' or 'dollars' is a reference to Australian dollars;
- (m) a reference to a right includes a benefit, remedy, discretion, authority or power;
- (n) 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;
- (o) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (p) unless expressly stated otherwise, a reference to a clause, subclause, paragraph or part, is a reference to a clause, subclause, paragraph or part of this Lease; and
- (q) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them; and
- (r) the Schedule and Annexures (if any) form part of the Lease.

1.3 Guidance on construction of Lease

- (1) This Lease records the entire agreement between the Parties in relation to its subject matter.
- (2) As far as possible, all provisions of this Lease are to be construed so as not to be void or otherwise unenforceable.
- (3) If anything in this Lease is void or otherwise unenforceable it is to be severed and the rest of the Lease remains in force.

- (4) A provision of this Lease is not to be construed to the disadvantage of a Party because the Party proposed that provision or was responsible for the preparation of this Lease or any part of it.

2. Minister for Lands' Consent

This Lease is subject to and conditional on the approval of the Minister for Lands under the *Land Administration Act 1997*. The Parties acknowledge that a copy of the Minister's Consent Letter is attached to this Lease at **Annexure 1**.

3. Grant of lease

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

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet enjoyment

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

5. Rent and other payments

5.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor the Rent in the manner set out at **Item 6** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all outgoings or charges, assessed or incurred in respect of the Premises, including:
- (a) local government rates, services and other charges, including but not limited to rubbish collection charges and the emergency services levy;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent, water consumption charges including excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring or telephone connection and where possible the Lessee will 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; and

- (d) 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 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

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

5.4 Costs

- (1) The Lessee covenants with the Lessor to pay to the Lessor on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
 - (c) an equal half share of legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) The Lessee covenants with the Lessor to pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

5.5 Payment of Money

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

5.6 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 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.

6.2 Methods of review

The review will be based on CPI. The basis for each rent review is as identified for each Rent Review Date in **Item 9** of the Schedule.

6.3 CPI review

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 will endeavour to agree on the substitution of the CPI with an equivalent index.

6.4 Rent will not decrease following rent review

Despite the provisions in this clause, the Rent payable from any rent review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

7. Insurance

7.1 Insurance required

- (1) The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's, the Minister for Lands and the Lessee's respective rights and interests 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 (**Public Liability Insurance**);
 - (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value (**Plate Glass Insurance**);
 - (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary (**Contents Insurance**);
 - (d) adequate workers' compensation insurance in respect of all employees employed by the Lessee in, about or from the Premises (**Workers Compensation Insurance**); and

- (e) a policy of personal accident insurance including insurance in respect of all volunteers of the Lessee employed in, about or from the Premises.
- (2) The Lessee is responsible for all excess payments in connection with the insurances referred to in this clause in connection with this Lease.

7.2 Building Insurance

- (1) The Lessee must effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Lessee's Buildings and tennis courts on the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.
- (2) If any new building or buildings are constructed on the Premises, the Lessee must effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of any building, structures, tennis courts and improvements constructed on the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.

7.3 Lessee to pay excess on insurance

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

7.4 Details and receipts

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

- (a) on demand supply to the Lessor details of the insurances and give to the Lessor, annually, copies of the certificates of currency in relation to those insurances; and
- (b) notify the Lessor immediately:
 - (i) when a material event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

7.5 Not to invalidate

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

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

7.6 Report

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

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

7.7 Lessee's equipment and possessions

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

8. Indemnity

8.1 Lessee responsibilities

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

8.2 Indemnity

The Lessee indemnifies, and must keep indemnified, the Lessor and the Minister for Lands from and against any Claim which may be commenced or brought against those Parties or which those Parties may suffer or incur in connection with:

- (a) any loss whatsoever (including loss of use);
- (b) any loss, use, destruction of, or injury or damage to, any real or personal property (including property of the Lessor; and
- (c) any personal injury including illness to, or death of, 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) the presence of any Contamination, pollution or environmental harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;

- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) 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; 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 requires the Lessee to indemnify the Lessor, its officers, servants, or agents to the extent any Claim is directly caused by a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

8.5 Release

(1) The Lessee:

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

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

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

8.6 Limit of Lessor's liability

(1) The Lessor is only liable for breaches of the Lessor's obligations set out in this Lease which occur while the Lessor is the management body or registered proprietor of the Premises.

- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's obligations under this Lease due to any cause beyond the Lessor's control.

9. Maintenance, repair and cleaning

9.1 Generally

- (1) The Lessor acknowledges that all of the buildings, structures and improvements on the Premises are owned by the Lessee (**Lessee's Buildings**).
- (2) During the Term and for so long as the Lessee remains in possession or occupation of the Premises, the Lessee must maintain, paint (if necessary), replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessee's Buildings) clean and in a habitable and presentable condition.
- (3) For the avoidance of doubt, the Parties covenant and agree that the Lessee is fully responsible for maintaining the Lessee's Buildings and the Lessor is not responsible for any structural maintenance or repair of the Lessee's Buildings.
- (4) Despite any other provision of this Lease, the Parties covenant and agree that the Lessee is fully responsible for maintaining the tennis courts at its own cost.
- (5) In discharging the obligations imposed on the Lessee under this subclause, the Lessee will where maintaining, replacing or repairing 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 will not be unreasonably withheld.

9.2 Comply with all reasonable conditions

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

9.3 Damage to Premises

- (1) The Lessee must report to the Lessor any breakage or damage to the Premises, or any other part of the Premises or any appurtenance or equipment located on the Premises, immediately on becoming aware of the damage.
- (2) The Lessee covenants and agrees to pay cost of repairing, replacing and/or making good any breakage or damage of the type referred to in **clause 9.3(1)** where the breakage or damage arises as a result of an act or omission of the Lessee (or any the Lessee's Agents) or is related to the Lessee's particular use and occupation of the Premises, including the cost of labour and materials and replacement equipment, and must, if required by the Lessor, itself repair and make good any such damage.

9.4 Cleaning

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

9.5 Pest control

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

9.6 Responsibility for Securing the Premises

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

9.7 Maintain surroundings

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises, including, but not limited to any flora, gardens, lawns, shrubs, hedges and trees.
- (2) The Lessee agrees that any pruning of trees must be undertaken by a qualified tree surgeon.
- (3) If any flora, lawn or tree dies the Lessee must replace the flora, lawn or tree at their own expense.
- (4) The Lessee must comply with and implement any landscaping, reticulation and similar plans approved by the Lessor (in its capacity as responsible local authority) pursuant to any condition or conditions of development approval for the Premises.
- (5) The Lessee must care for such flora, lawns, trees on the Premises as the Lessor may from time to time reasonably require.
- (6) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

9.8 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 on demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

9.9 Acknowledgement of state of repair of Premises

- (1) The Lessee accepts the Premises in its present condition relying on its own enquiries and investigations.
- (2) The Lessee acknowledges that it has inspected the structure of the Premises internally and externally prior to the execution of this Lease and enters into this Lease with full knowledge of the structural state and state of repair of the Premises.
- (3) The Lessor does not expressly or impliedly warrant that the Premises is or will remain suitable or adequate for all or any of the purposes of the Lessee or for the business which the Lessee is authorised to conduct thereon and to the extent permitted by law, all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negated.

10. Alterations

10.1 Restriction

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

10.2 Consent

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

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

10.3 Cost of Works

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

10.4 Conditions

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

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

11. Use

11.1 Restrictions on use

(1) Generally

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

- (a) use the Premises or any part of it for any purpose other than the Permitted Purposes; or
- (b) use the Premises for any purpose which is not permitted under any local or town 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 acknowledges that:

- (a) the Premises are located in close proximity to residential premises;
- (b) 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, disruption, damage or disturbance to the Lessor or to owners or occupiers of the surrounding residential premises particularly during and following social events held at the Premises; and
- (c) the Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of any nuisance, disruption, damage or disturbance to the Lessor or to owners or occupiers of the surrounding residential premises.

(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) on 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

- (a) The Lessee must not and must not suffer or permit a person to display from or affix any permanent signs, notices or advertisements on the Premises without the prior written consent of the Lessor, which may be withheld or granted subject to conditions, at the absolute discretion of the Lessor.
- (b) The Lessee may display or affix temporary signs on the Premises when hosting an event provided that those signs do not cause nuisance to adjoining land, is not offensive and all statutory requirements pertaining to those signs are complied with under the relevant written law (**Temporary Signs**).
- (c) The Lessee agrees to remove all Temporary Signs immediately after the conclusion of the event and the Lessee agrees to comply with all direction by the Lessor to remove the Temporary Signs at any time, including prior to the conclusion of the event.

(7) No smoking

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

(8) No alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(9) Removal of rubbish

The Lessee must not allow accumulation of dirt and rubbish on the Premises or fail to store and keep all trade waste and garbage in proper receptacles.

(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 Residence/Auction sales

The Lessee must not and must not suffer or permit a person to use the Premises as the residence or sleeping place of any person or for auction sales.

11.2 No Warranty

The Lessor gives no warranty:

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

11.3 Lessee to Observe Copyright

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

11.4 Premises Subject to Restriction

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

11.5 Handling of Food on the Premises

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

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

11.6 Indemnity for Costs

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

12. Alcohol

12.1 Consumption of alcohol

The Lessee covenants and agrees:

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

12.2 Liquor licence

The Lessee covenants and agrees that if a licence or permit is granted under the *Liquor Control Act 1988* for the Premises it must:

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 10** will apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Health (Food Hygiene) Regulations 1993*, *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed for which it may be liable as the owner of the Premises.

13. Lessor's right of entry

13.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor onto the Premises without notice in the case of an emergency, and otherwise on reasonable notice:

- (a) (i) at all reasonable times;
- (ii) with or without workmen and others; and

- (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) 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 under this Lease or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any 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.

13.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to in **clause 13.1(b)(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.

14. Statutory obligations and notices

14.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all Written Laws from time to time in force relating to the Premises, including without limitation all relevant laws relating to occupational health and safety and the health and safety of all persons entering on the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any Written Law for the Lessee's use of the Premises or any directly or indirectly associated activity;
- (c) comply with all relevant state and commonwealth law and all relevant codes, including without limitation the Building Code of Australia, and all relevant standards published by Standards Australia;
- (d) 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
- (e) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

14.2 Safety & Testing Obligations

- (1) The Lessee acknowledges and agrees that it is fully responsible at its cost for ensuring that the Premises, and any fixtures or fittings located on the Premises, are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
- (2) To comply with its obligation pursuant to **clause 14.2(1)** above, the Lessee acknowledges that it will be required to, amongst other things:
 - (a) comply with the requirements of the *Occupational Safety and Health Act 1984*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person;
 - (b) comply with all relevant requirements of the Department of Fire & Emergency Services (**DFES**), including without limitation the requirement to ensure that all fire protection and firefighting equipment located, or installed at or on the Premises, is tested regularly for compliance with Australian Standards and DFES's requirements; and
 - (c) ensure that the emergency/exit lighting systems on the Premises (if applicable) are adequately maintained in accordance with the requirements of the Building Code of Australia and relevant Australian Standards.

14.3 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clauses 14.1 and 14.2**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clauses 14.1 and 14.2**.

15. Report to Lessor

The Lessee must immediately report to the Lessor:

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

16. Default

16.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for fourteen (14) days after a due date for their payment;
- (b) the Lessee is in breach of any of the Lessee's Covenants for thirty (30) days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the association is wound up whether voluntarily or otherwise;
- (d) 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, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purposes for six (6) month period;
- (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.

16.2 Forfeiture

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

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 20**,

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

16.3 Lessor may remedy breach

If the Lessee:

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

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

16.4 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 conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

16.5 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **11** (Use), **22** (Assignment, Subletting and Charging) and **26** (Goods and Services Tax) are essential terms of this Lease but this clause **16.5** does not mean or imply that there are no other essential terms in this Lease.

16.6 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 covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 16.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 16.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and

- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

17. Damage or Destruction of Premises

17.1 Abatement of Rent

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

17.2 Total damage or destruction

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

18. Option to renew

If the Lessee at least three (3) months, but not earlier than six (6) months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

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

the Lessor will grant to the Lessee a lease for the Further Term at the Rent and on the same terms and conditions other than this clause in respect of any Further Terms previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

19. Termination of management order

- (1) This Lease will automatically terminate if the Management Order is revoked.
- (2) If the Lease is terminated in accordance with **clause 19(1)**, the Lessee will not be entitled to any form of compensation or damages as a result of the termination.

20. Holding over

- (1) 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.
- (2) In the event the Lessee is permitted to hold over the Premises pursuant to **clause 20.1** the Lessee is obliged during any holding over period to pay any Amounts Payable under this Lease as if the holding over was included in the Term.
- (3) Either the Lessor or the Lessee may give Notice to the other, at any time, to terminate the monthly tenancy and termination will take effect one (1) month after the date of Service of that Notice.

21. Obligation on Termination

21.1 Yielding up

On the expiration of the Term or within one (1) month after the earlier determination of this Lease, the Lessee must:

- (a) surrender peaceably and yield up the Premises to the Lessor:
 - (i) clean;
 - (ii) free from rubbish, debris and other material; and
 - (iii) in a state of repair and condition,

consistent with the performance by the Lessee of the Lessee's Covenants, under this Lease and give to the Lessor all keys and security devices and combinations for locks providing access to or within the Premises held by the Lessee whether or not provided by the Lessor;
- (b) fill in, consolidate and level off any unevenness, excavation or hole caused by the Lessee or by the Lessee's use of the Premises;
- (c) unless otherwise required by the Lessor and subject to any statutory approval under any written law, remove all property of the Lessee including the Lessee's Buildings, signs, fittings, plant, equipment and other articles on the Premises in the nature of trade or tenant's fixtures brought on the Premises by the Lessee (except air-conditioning plant and fire equipment, security alarms and security systems and any other fixtures, fittings or other property which in the opinion of the Lessor forms an integral part of the Premises, unless otherwise required by the Lessor) (**Lessee's Property**);
- (d) promptly make good to the reasonable satisfaction of the Lessor any damage caused by the removal of the Lessee's Property in accordance with **clause 21.1(b)**; and
- (e) promptly make good and rehabilitate the Premises and remediate any Contamination, pollution and environmental harm of or to the Premises or the surrounding land to the extent arising from, or connected with, the use and occupation of the Premises by the Lessee from the Commencement Date.

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

- (a) On re-entry the Lessor will have the right to remove from the Premises the Lessee's Property (remaining on the Premises or Land) and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing the Lessee's Property.
- (b) The Lessor may, at any time after the expiration or sooner determination of the Term, give the Lessee a Notice (**Abandonment Notice**) requiring the Lessee to remove all Lessee's Property not previously removed by the Lessee in accordance with the requirement of this clause (**Remaining Items**).
- (c) On the Lessee's receipt of an Abandonment Notice, the Lessee shall have seven (7) days within which to remove all Remaining Items and failing removal within that seven (7) day period, all Remaining Items still on the Land or in the Lessor's custody shall be deemed absolutely abandoned by the Lessee and shall automatically become the absolute property of the Lessor and may be sold by the Lessor or disposed of at any time and without further notice or obligation to the Lessee. The Lessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Lessee may be liable.

21.3 Failure to remove or restore

If the Lessee fails to comply with **clause 21.1**, the Lessor may at its option:

- (a) remove any improvements, fixtures and fittings and recover the cost of doing so from the Lessee as a liquidated debt payable on demand;
- (b) rehabilitate and restore the Premises and recover the cost of doing so from the Lessee as a liquidated debt payable on demand; and
- (c) remove any contaminated soil, where such Contamination is caused as a result of the Lessee's use and occupation of the Premises, and recover the cost of doing so from the Lessee as a liquidated debt payable on demand.

21.4 Obligations to continue

The Parties' rights and obligations under this **clause 21** will survive Termination of this Lease.

22. Assignment, sub-letting and charging

22.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises or sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and the Minister for Lands and any other persons whose consent is required under the terms of this Lease or at law.

22.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor and the Minister for Lands

may not unreasonably withhold its consent to the assignment or sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,

to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

22.3 Casual Hire

- (1) The Lessee may hire out the Premises or any part thereof on a casual basis only provided:
 - (a) such use is consistent at all times with the Permitted Purposes;
 - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease; and
 - (c) the Lessee obtains the prior written consent for any hire arrangements, which consent may be withheld by the Lessor in its absolute discretion.
- (2) For the purposes of this Lease, "casual hire" means any hire of the Premises by the Lessee to a third party for a period of no more than 150 hours in any calendar month and does not include any formal transfer, assignment or sublease of the Premises.
- (3) The Lessee acknowledges that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

22.4 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

22.5 Property Law Act 1969

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

22.6 Costs for assignment and sub-letting

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

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sub-letting, whether or not the assignment or sub-letting proceeds.

22.7 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

23. Provision of information

23.1 Provision of information

The Lessee agrees to provide to the Lessor:

- (a) advice of any changes in its office holders during the Term; and
- (b) any other information on the Lessee reasonably required by the Lessor

23.2 Prior notice of proposal to change rules

The Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

24. Disputes

- (1) Until the Parties have complied with this **clause 24**, a Party must not commence any action, bring any proceedings or seek any relief or remedy in a court, except seeking interlocutory or equitable relief from a court.
- (2) Subject to **clause 24(6)**, where any dispute arises between the Parties under or in association with this Lease (**Dispute**), a Party may give notice in writing of the dispute to the other Party's representative setting out the material particulars of the Dispute (**Dispute Notice**). Within ten (10) days of receipt of the Dispute Notice, the appointed representative from each Party shall convene a meeting and act in good faith to try to resolve the dispute quickly.
- (3) If the Parties have not:
 - (a) resolved the Dispute; or
 - (b) agreed to an alternative method of resolving the Dispute,within fourteen (14) days after the Dispute meeting referred to in **clause 24(2)**, either Party may submit the Dispute to mediation.
- (4) If the Dispute is submitted to mediation and the Parties do not, within fourteen (14) days (or any longer period the Parties agree) thereafter, agree on:
 - (a) a mediator and the mediator's compensation;

- (b) the procedure for the mediation; or
- (c) the timetable of each step of the procedure,

the mediation will be conducted in accordance with the Australian Commercial Dispute Centre's Mediation Guidelines in force at the time that the dispute is referred.

- (5) If a dispute is not resolved within thirty (30) days after the Dispute Notice or, where a Party has submitted the Dispute to mediation, sixty (60) days after the Dispute Notice (or any longer period the Parties agree), either Party who has complied with this **clause 23** may end this dispute resolution process and commence court proceedings in relation to the Dispute.
- (6) The Parties acknowledge and agree that this **clause 24** does not affect the Lessor's rights under **clause 13** and is not applicable to an event of default by the Lessee.

25. Caveat

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

26. Goods and services tax

26.1 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 Land 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.

26.2 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 26.1(b)**.

26.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 26.2** 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.

27. Notice

27.1 Form of delivery

Any notice, direction or other communication which must or may be given in connection with this Lease:

- (a) must be in writing in order to be valid; and
- (b) in order to be valid must be given to a Party as follows:
 - (i) delivered or sent by prepaid post to, or left at, the 'notice details' address of that Party as set out in this Lease;
 - (ii) sent to the email address of that Party; or
 - (iii) delivered or sent to another address as is notified in writing by that Party to the other Parties from time to time.

27.2 Service of notice

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

- (a) in the case of prepaid post, on the second business day after the date of posting;
- (b) in the case by email, on receipt of return email from the recipient acknowledging receipt of the email; and
- (c) in the case of delivery by hand, on delivery.

27.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (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.

28. General Provisions

28.1 Lessor's Consent

The Lessee acknowledges and agrees with the Lessor that:

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

28.2 Acts by agents

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

28.3 Statutory powers

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

28.4 No fetter

Despite any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor will not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, and a provision of this Lease will not fetter the Lessor in performing its statutory obligations or exercising any discretion.

28.5 Severance

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

28.6 Variation

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

28.7 Moratorium

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

28.8 Further assurance

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

28.9 Waiver

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

28.10 Governing law

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

29. Additional terms, covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease. If there is any inconsistency between the provisions of **Item 10** of the Schedule and the remaining provisions of this Lease, the provisions of **Item 10** of the Schedule will prevail to the extent of that inconsistency.

Schedule

Item 1 Land

Reserve 7802 and more particularly Lot 160 on Deposited Plan 143539 being the whole of the land comprised in Crown Land Title Volume LR3038 Folio 830.

Item 2 Premises

The portion of the Land delineated in _____ on the sketch annexed hereto as **Annexure 2**.

Item 3 Term

21 years commencing on the Commencement Date.

Item 4 Further Term

Nil.

Item 5 Commencement Date

The date of the consent of the Minister for Lands.

Item 6 Rent

\$100.00 per annum, payable annually in advance with the first payment due on the Commencement Date and reviewed annually in accordance with the terms of this Lease.

Item 7 Permitted Purposes

Tennis club and uses reasonably ancillary to.

Item 8 Public Liability Insurance

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

Item 9 Rent Review Date

CPI Review

On the first anniversary of the Commencement Date and annually on that date for the duration of the Term, Further Terms and any period of holding over a CPI Review will be undertaken.

Item 10 Additional terms and conditions

10.1 Water supply

- (1) The Parties acknowledge that a water supply and an underground bore water source is connected to the Premises (**Water Supply**).
- (2) The Shire does not warrant or guarantee the:
 - (a) Lessee's ability or right to draw water from the Water Supply under any Written Law;
 - (b) quality of the Water Supply on the Premises; and
 - (c) the suitability of the Water Supply for the watering of the tennis courts or any other purpose required by the Lessee.
- (3) The Lessee is fully responsible at its cost for acquiring any permits or licences required by Written law for the use of the Water Supply.
- (4) The Lessee must comply with all instructions and restrictions by any relevant authority for the use of the Water Supply.
- (5) The Lessee is fully responsible and liable for any breaches, penalties, fines, personal injury and property damage pertaining to the use of the Water Supply and the Lessee agrees to hold harmless the Lessor and the Minister for Lands from all non-compliance, breaches, penalties, fines, damage and injury pertaining to the use of the Water Supply.
- (6) The Lessee must pay an annual fee of [X], reviewed annually by the Lessor, on a date agreed to by the Parties, for the Lessor's operating and maintenance costs of the bore water and general water supply and reticulation costs for the Premises.

Signing page

EXECUTED by the Parties as a Deed

2023

THE COMMON SEAL of the SHIRE OF PEPPERMINT GROVE was hereunto affixed by the authority of a resolution of the Council in the presence of:

Signature of Shire President

(Print Full Name)

Signature of Chief Executive Officer

(Print Full Name)

THE COMMON SEAL of PEPPERMINT GROVE TENNIS CLUB was hereunto affixed 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-

Office Holder Sign

Office Holder Sign

Name:

Name:

Address:

Address:

Office Held:

Office Held:

Annexure 1 – Minister for Lands Consent

Annexure 2 – Premises



Ordinary Council Meeting

8.4.2 – Matters for Information and Noting

- Planning Approvals
- Infringements
- Library Statistics
- Recycling

Matters for Information and Noting

Building Permits Issued March 2024

Application Number	Location	Description	Decision
BA2023/00034	25 Irvine Street	BA19 – Amendment to Single House and Ancillary Works	Approved
BA2024/00005	460 Stirling Highway	Bin Store (Retrospective)	Approved
BA2024/00007	52 The Esplanade	Siteworks and Retaining Walls Associated with Alterations and Additions to a Single House, and a Swimming Pool	Approved

Development Applications Determined March 2024

Application Number	Location	Description	Discretion Sought	Decision
DA2023/00036	14 McNeil Street	Junior Playground and Ancillary Works	N/A	Delegation Approved
DA2024/00003	20 Hurstford Close	Alterations and Additions to a Single House	Rear Lot Boundary Setback	Delegation Approved

Infringements March 2024

Breach	Amount
Obstructing Path Or Driveway	\$100.00

Library Statistics

Library Statistics	March 2024	March 2023	March 2022
Loans	17838	20359	17702
New Borrowers	165	333	210

Recycling Recovery



February 2024

PRODUCT	Product - Percentage	Product - Tonnes
AL CANS	0.58	0.07
MIXED PAPER	17.91	2.21
ONP	0.00	0.00
OCC - CARDBOARD	26.07	3.21
STEEL	3.03	0.37
GLASS	23.19	2.86
MIXED PLASTICS	1.11	0.14
PET	2.18	0.27
HDPE	1.36	0.17
TOTAL RECOVERED	75.43	9.29
WASTE / CONTAMINATION	24.57	3.03
MONTHLY TOTAL	100.00	12.32

