



Agenda

Tuesday, 26 November 2019 at 3.30pm

ATTACHMENTS		
9.4	CHIEF EXECUTIVE OFFICER/ADMIN	Page No
9.4.1	Shire of Dalwallinu – Re-branding	2
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9.4.4	Lease – Lots 254 – 255 (67-69) McNeill Street, Dalwallinu	41
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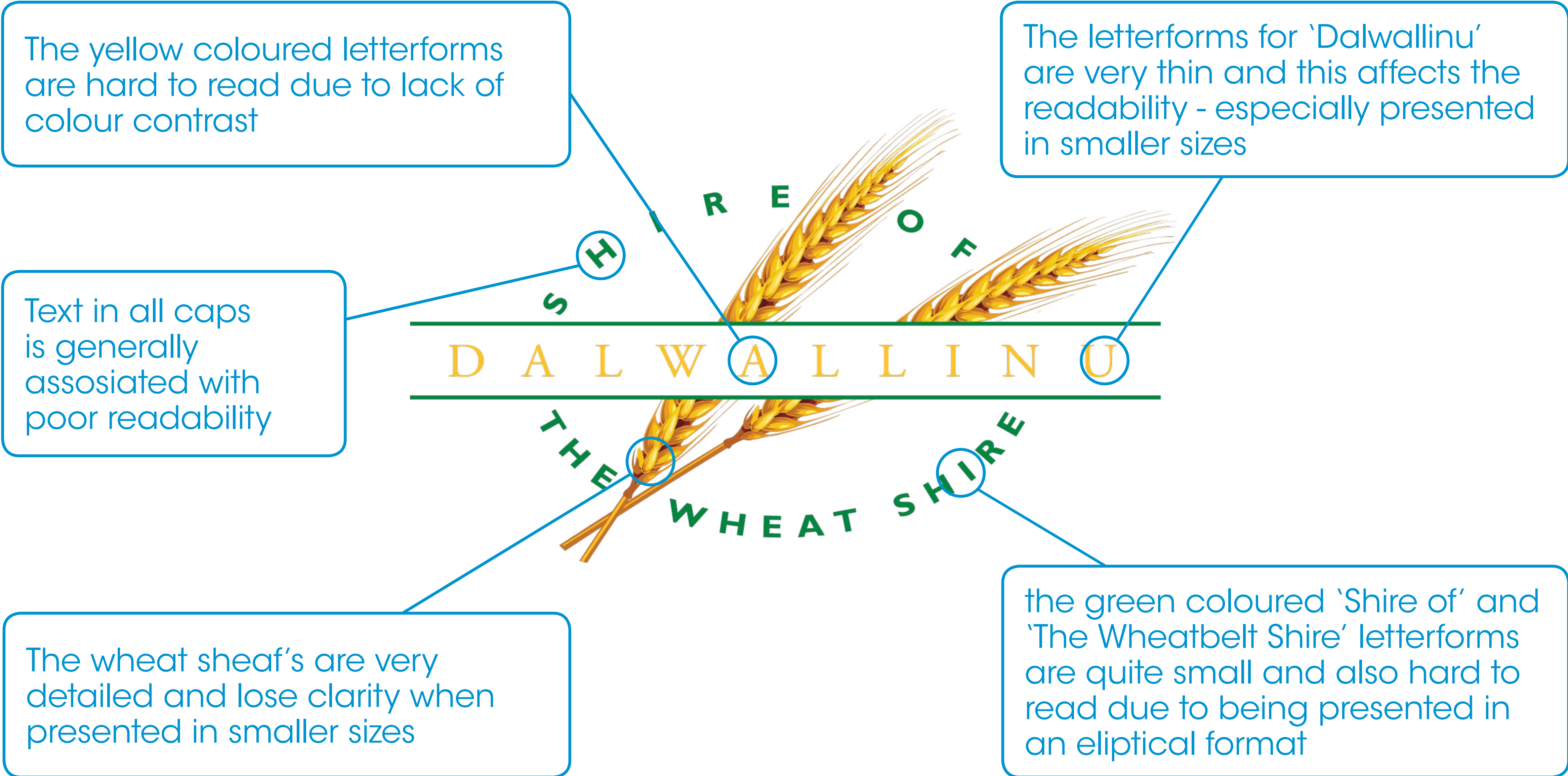
Shire of Dalwallinu

Marketing Matters

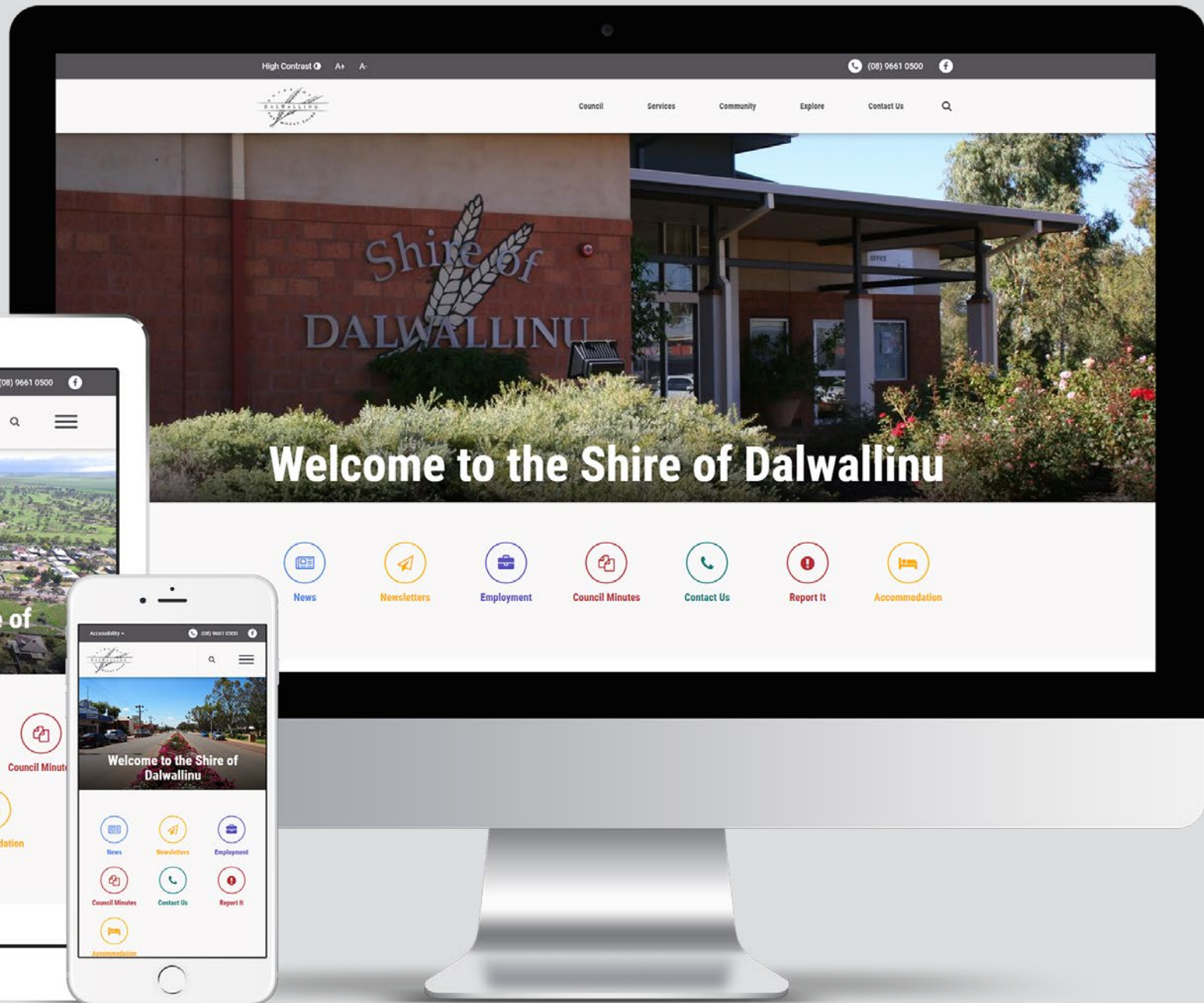
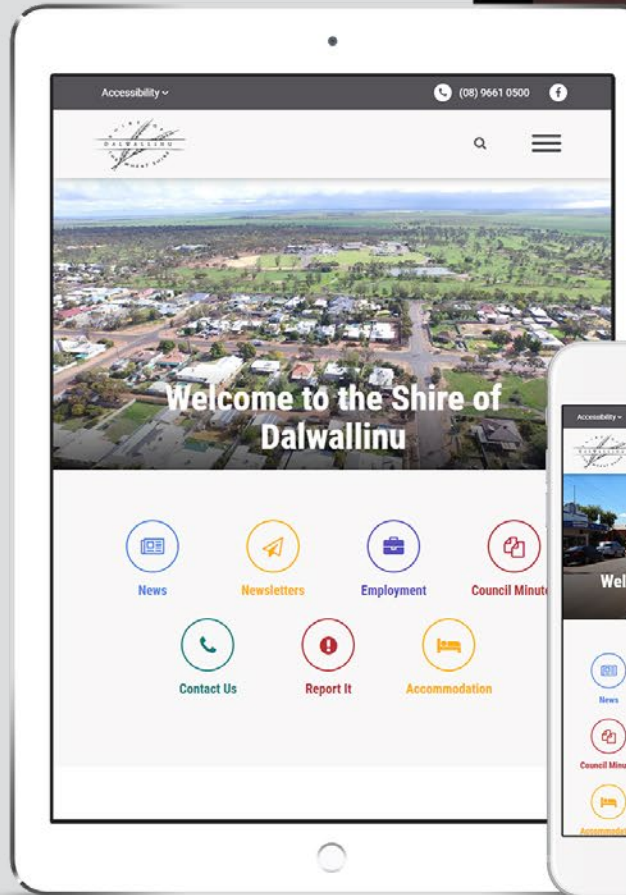
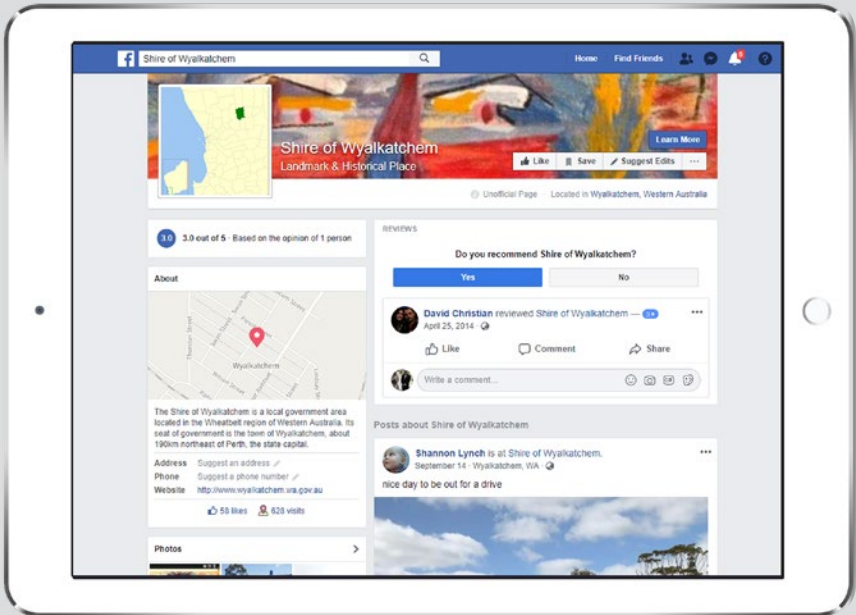
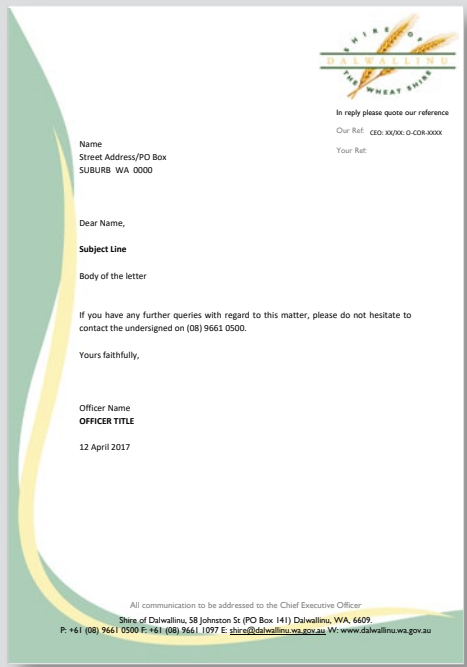
Realising the benefits of branding



Shire of Dalwallinu Logo Audit:



Current Shire Key Branding Touchpoints:



COMMUNITY GRANT APPLICATION

Applications for assistance should be completed by an authorised officer of the Club or Organisation and be lodged at the Shire.

1. ORGANISATION DETAILS

Name of club/organisation _____
 Contact _____ Office held _____
 Address _____
 Telephone _____

2. BRIEF DESCRIPTION OF PROJECT

3. SITE DETAILS

1. Location _____
 2. Area (sqm) _____
 3. Clearing/strip _____
 4. Any unusual features (e.g. special earthworks because of slope etc.) _____

4. FUTURE IMPROVEMENTS

Indicate further improvements being considered by your group

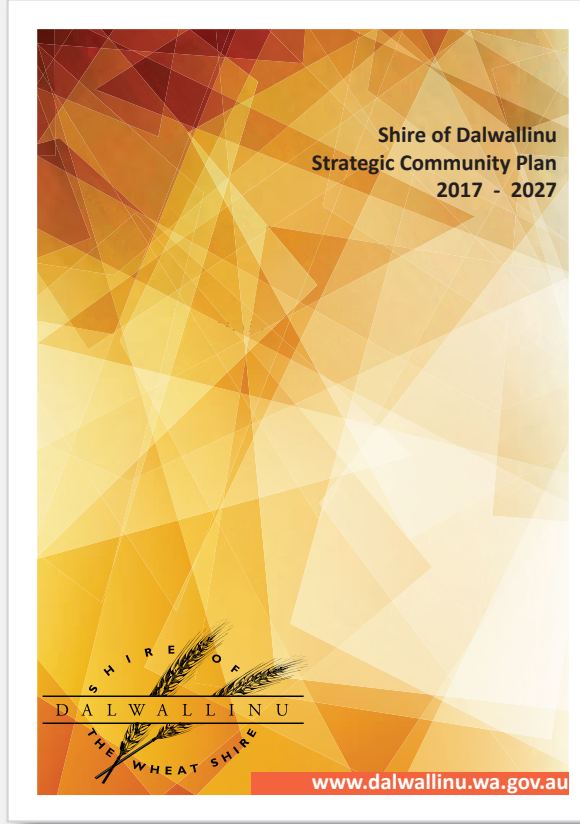
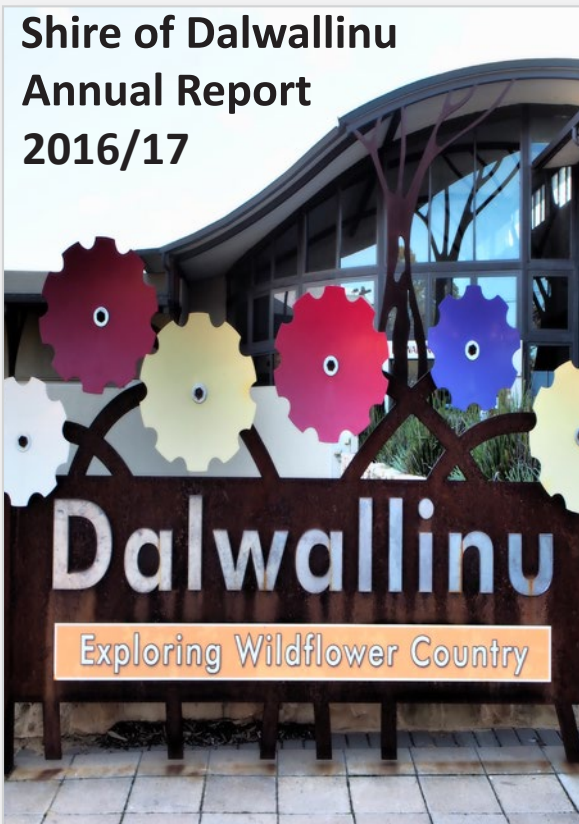
5. CURRENT MEMBERSHIP

MALE: Senior Junior FEMALE: Senior Junior

6. USAGE

6.1 Indicate the expected usage of the facility

6.2 Outline proposed arrangements to make facility available to members and others





Shire of
Dalwallinu

Place of wheat and wattle





Shire of
Dalwallinu

Place of wheat and wattle






Shire of
Dalwallinu

Place of wheat and wattle




RECOMMENDED

Letterhead



Shire of
Dalwallinu
Place of wheat and wattle

ABN: 999999 9999
58 Johnston Street, Dalwallinu WA 6609
P: (08) 9661 0500 | F: (08) 9661 0500
E: shire@dalwallinu.wa.gov.au
www.dalwallinu.wa.gov.au



Business Card (Back)



Shire of
Dalwallinu
Place of wheat and wattle

Name here
Position

P: (08) 9661 0500 | F: (08) 9661 0500
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www.dalwallinu.wa.gov.au



Business Card (Back)

Place of wheat and wattle



A4 Cover Page



Shire of
Dalwallinu
Place of wheat and wattle

Annual Report
2018-19






Shire of
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Place of wheat and wattle

Place of wheat and wattle

Shire of
Dalwallinu
Place of wheat and wattle

Name here
Position

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Geraldton, Western Australia, 6530

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Code of Conduct survey

As part of the McGowan Government's commitment to transforming local government in WA, the *Local Government Legislation Amendment Act 2019* introduces a mandatory code of conduct (Code) for all council members, committee members and candidates in local government elections.

These reforms are intended to ensure that standards of behaviour are consistent between local governments and address community expectations.

The proposed Code will inform the drafting of regulations. This will be accompanied by guidelines that provides clarification and guidance in relation to compliance and enforcement with the Code.

This survey is intended to provide the Government with feedback regarding the proposed the content of the Code.

Thank you for taking the time to complete this survey.

1. Who are you completing this survey on behalf of?
 - a. Yourself
 - b. An organisation, including a local government, peak body, community organisation or a business**
2. What is the name of that organisation? **Shire of Dalwallinu**
3. What is your name? **N/A**
4. What best describes your relationship to local government?
 - a. Resident or ratepayer
 - b. Staff member
 - c. Council member (includes Mayor or President)
 - d. Survey responses are provided on behalf of a local government (council endorsed)**
 - e. Peak body
 - f. State Government agency
 - g. Community body
 - h. Other (please specify)
5. What best describes your gender?
 - a. Male
 - b. Female
 - c. Other
 - d. Not applicable/the survey responses are provided on behalf of an organisation**
6. What is your age?
 - a. Under 18
 - b. 18-24
 - c. 25-34
 - d. 35-44
 - e. 45-54
 - f. 55-64
 - g. 65+
 - h. Not applicable/the survey responses are provided on behalf of an organisation**

7. Which local government do you interact with most? **Shire of Dalwallinu**
8. Do you wish for your response to this survey to be confidential?
- Yes
 - No**
9. What is your email address? **ceo@dalwallinu.wa.gov.au**
10. Have you previously completed a survey or provided a submission regarding the review of the *Local Government Act 1995*?
- Yes**
 - No
 - Unsure
11. If no, what were your reasons for not previously providing your views to inform the Local Government Act review?
- I was not aware of the Local Government Act review
 - I was not interested in providing my views
 - I did not have time to provide my views
 - Other (please specify)

Part A - Principles

Council members, committee members and candidates are expected to adhere to and promote and support the following principles by example.

Adhering to these principles will ensure that council members and candidates can comply with the behaviours outlined in Part B or conduct as outlined in Part C. all behaviour should be considered against these principles, whether or not it is covered specifically in Part B or Part C.

12. Please indicate your support of the following *Personal Integrity Principles*

1.1 Act with care and diligence and participate in decision making in an honest, fair, impartial and timely manner, considering all relevant information.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

1.2 Act with honesty, integrity and uphold the concept of natural justice.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

1.3 Identify, declare and appropriately manage any conflicts of interest in the public interest and interests of the Council including not accepting gifts that may give the appearance of a conflict of interest or an attempt to corruptly influence behaviour.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

1.4 Uphold the law, and, on all occasions, act in accordance with the trust placed in council members.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

1.5 Avoid damage to the reputation of the local government.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

1.6 Not be impaired by mind effecting substances while performing official duties.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

Do you have any comments on these principles?

13. Please indicate your support of the following **Relationships With Others Principles**

1.7 Treat others with respect, courtesy and fairness.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

1.8 Maintain and contribute to a harmonious, safe and productive work environment for all.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

1.9 Respect and value diversity in the workplace and in the community.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

Do you have any comments on these principles?

14. Please indicate your support of the following **Accountability Principles**

1.10 Base decisions on relevant and factually correct information and make decisions on merit and in accordance with statutory obligations and good governance.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

1.11 Be open and accountable to the public, represent all constituents and make decisions in the public.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

Do you have any comments on these principles?

15. Should any additional principles be incorporated in Part A?

Part B – Behaviour

Part B sets out the standards of behaviour which enable and empower council members to meet the principles outlined in Part A. Behaviour is expected to be managed at the local level by the local government, so Part B also deals with how complaints are to be managed.

Failure to comply with this Part may give rise to a complaint against a council member’s conduct, followed by a subsequent investigation and possible corrective action by the local government. The emphasis should be on an educative role to establish sound working relationships and avoid repeated breaches, rather than punishment.

16. Please indicate your support for the following *Personal Integrity Behaviours*.

2.1 Act in line with the principles outlined in this Code when performing official duties.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

2.2 Attend and participate constructively in council meetings, briefings, relevant workshops and training opportunities.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

2.3 Respect and comply with all council policies, procedures and resolutions.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

2.4 Ensure professional behaviour is not compromised by the use of alcohol or drugs.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

2.5 Use all forms of media, including social media, in a way that complies with this Code.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

Do you have any comments on these behaviours?

--

17. Please indicate your support for the following ***Relationships with Others Behaviours***.

2.6 Treat other council members, council employees and members of the public with courtesy, respect, honesty and fairness.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

2.7 Do not bully or harass council staff, other council members or members of the public in any form, including social media.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

2.8 Deal with the media in a positive, informative and appropriate manner in accordance with the Local Government Act 1995 and relevant local government policies.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

2.9 While acting as a council member, do not:

- (i) Use offensive or pejorative language in reference to another council member, council employee or member of the public; or
- (ii) Disparage the character of any council member or council employee or impute dishonest or unethical motives to them in the performance of their duties.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

2.10 When attending a council or committee meeting, do not:

- (i) Behave in an abusive or threatening manner towards another council member or other person attending the meeting;
- (ii) Make statements that the person knows, or could be reasonably expected to know, that are false or misleading;
- Or
- (iii) Repeatedly disrupt the meeting

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

2.11 When attending a council or committee meeting:

- (i) Comply with the local law that relates to conduct of people at council or committee meetings;
- (ii) Promptly comply with any direction given by the presiding member at that meeting; and
- (iii) Immediately cease any conduct that has been ruled out of order by the presiding member in accordance with the local government's local law.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

2.12 Direct all requests for work or actions by council staff to the CEO or the CEO's nominated delegate.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

Do you have any comments on these behaviours?

--

18. Please indicate your support for the following **Accountability Behaviours**.

2.13 Make decisions honestly and impartially, considering all available information, legislation, policies and procedures.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

2.14 Take responsibility for decisions and actions.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

2.15 Abide by the decisions of council and publicly support the decisions even if of an alternative view.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

2.16 Adhere to the principles in the:

- (i) *Occupational Safety and Health Act 1984(WA)*;
- (ii) *Equal Opportunity Act 1984(WA)*;
- (iii) *Racial Discrimination Act 1975(Cth)*; and
- (iv) *Sex Discrimination Act 1984 (Cth)*.

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
				X

Do you have any comments on these behaviours?

No

19. Should any additional behaviours be incorporated in Part B?

No

20. Part B of the Code includes a complaint management process. Should this part include a time period in which complaints must be lodged after the alleged breach occurred?

- No time period
- 1 month
- 3 months**
- 6 months
- Other (please specify)

21. Who is the best person for Part B complaints to be directed to?

- Mayor or President

- Deputy Mayor or President
- Presiding member
- **Chief Executive Officer**
- Nominated local government employee
- Other (please specify)

22. What actions are appropriate for councils to impose if a Part B breach is found?

- **Apology**
- **Training**
- **Mediation**
- **Counselling**
- Other (please specify)

23. Do you have any suggestions for specific actions that could be incorporated into the guidelines?

No

24. Should recurrent breaches of behaviour be referred to the Local Government Standards Panel?

Yes

No

Please provide a reason(s) for your answer

25. Should Council be required to develop an action plan and give the council member an opportunity to resolve their behaviour before a third complaint is referred to the Standards Panel under Part C?

Yes

No

Other (please specify)

26. How beneficial would it be for local governments to engage an independent person to assist with the review of complaints?

Extremely useful

Very useful

Somewhat useful

Not so useful

Not at all useful

- Other (please specify)

27. What should happen if a council cannot agree on an investigation or course of action following an alleged breach of Part B?

- **An independent person should be engaged to conduct a review**
- The complaint should be dismissed
- The Mayor or President makes the decision
- The CEO makes the decision
- Other (please specify)

Part C – Rules of Conduct

Rules of conduct breaches are matters that:

- **Negatively affect the honest or impartial performance of a council member;**
- **Involve a breach of trust placed in the council member; or**
- **Involve the misuse of information or material.**

Alleged breaches of this part can be referred to the Local Government Standards Panel (Standards Panel) in accordance with the *Local Government Act 1995* (the Act). A breach of this Part is a “minor breach”.

36. Do you have any comments or feedback on Part C?

No

Guidelines

Guidelines have been prepared to accompany the Code the Conduct. The guidelines are intended to provide clarification and guidance in relation to complain and enforcement.

37.Are the guidelines a useful tool to accompany the Code?

- Extremely useful
- Very useful
- Somewhat useful**
- Not so useful
- Not at all useful

Please specify why

38.Do you have any suggestions for additional inclusions in the guidelines?

No

CEO standards consultation survey

As part of the McGowan Government's commitment to transforming local government in WA, the *Local Government Legislation Amendment Act 2019* introduces model standards covering the recruitment and selection, performance review and early termination of local government Chief Executive Officers (CEOs). These reforms are intended to ensure best practice and greater consistency in these processes among local governments.

It is intended that the standards will be mandatory and inform the drafting of regulations. These will be accompanied by guidelines outlining the recommended practice for local governments undertaking these processes.

This survey is intended to provide the Government with feedback regarding the proposed content of the standards and the guidelines.

Thank you for taking the time to complete this survey.

1. Who are you completing this survey on behalf of?
 - a. Yourself
 - b. An organisation, including a local government, peak body, community organisation or a business**
2. What is the name of that organisation? **Shire of Dalwallinu**
3. What is your name? **N/A**
4. What best describes your relationship to local government?
 - a. Resident or ratepayer
 - b. Staff member
 - c. Council member (includes Mayor or President)
 - d. Survey responses are provided on behalf of a local government (council endorsed)**
 - e. Peak body
 - f. State Government agency
 - g. Community body
 - h. Other (please specify)
5. What best describes your gender?
 - a. Male
 - b. Female
 - c. Other
 - d. Not applicable/the survey responses are provided on behalf of an organisation**
6. What is your age?
 - a. Under 18
 - b. 18-24
 - c. 25-34
 - d. 35-44
 - e. 45-54

- f. 55-64
 - g. 65+
 - h. Not applicable/the survey responses are provided on behalf of an organisation**
7. Which local government do you interact with most? **Shire of Dalwallinu**
8. Do you wish for your response to this survey to be confidential?
- a. Yes
 - b. No**
9. What is your email address? **ceo@dalwallinu.wa.gov.au**
10. Have you previously completed a survey or provided a submission regarding the review of the *Local Government Act 1995*?
- a. Yes
 - b. No**
 - c. Unsure
11. If no, what were your reasons for not previously providing your views to inform the Local Government Act review?
- a. I was not aware of the Local Government Act review
 - b. I was not interested in providing my views**
 - c. I did not have time to provide my views
 - d. Other (please specify)

Recruitment and selection

12. How frequently should a council be required to re-advertise the CEO position?
- a. At the conclusion of the term of the CEO's contract
 - b. Where a person has occupied the CEO position for two (2) consecutive terms
 - c. Where a person has occupied the CEO position for ten (10) consecutive years
 - d. When council determines**
 - e. Unsure
 - f. Other (please specify)

13. To what extent do you support the following statement?

“A local government should be required to undertake ‘blind CV recruitment’ (i.e. redacting personal details and any diversity specific information from curriculum vitae) to avoid bias in the early stages of the recruitment process.”

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
X				

It is proposed that a council will be required to appoint a selection panel made up of council members to conduct and facilitate the CEO recruitment and selection process.

The selection panel would be responsible for assessing applicants and making a recommendation to council regarding the most suitable applicant.

14. To what extent do you support the following statement?

“The selection panel must include at least one person who is independent of the council to assist the council in selecting the CEO”

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
X				

15. If a council is required to have an independent person on the selection panel to assist them in selecting a CEO, who should the independent person be? (please choose one or more of the following options)

<input checked="" type="checkbox"/>	A recruitment/human resources consultant
<input type="checkbox"/>	A community member
<input checked="" type="checkbox"/>	A person with experience in local government
<input type="checkbox"/>	A person with experience in appointing senior executives
<input type="checkbox"/>	Unsure
<input type="checkbox"/>	Other (please specify)

16. To what extent do you support the following statement?

“If a council is required to have an independent person on the selection panel to assist them in selecting a CEO, the independent person must not be a current council member or staff member of any local government”

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
X				

17. Should there be any other restrictions on who the independent person on a selection panel should be?

- a. Yes
- b. No
- c. If yes, please specify

Performance review

The *Local Government Act 1995* currently requires a council to review the performance of the CEO annually.

18. How frequently should a council review the performance of the CEO?

- a. **Annually**
- b. Twice annually

- c. Quarterly
- d. Every two years
- e. When council determines a performance review is required

19. To what extent do you support the following statement?

“A local government should be required to establish a performance review panel, which must include at least one person who is independent of the council, to assist the council in assessing the performance of a CEO”

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
X				

20. If a council is required to have an independent person assist them in assessing the performance of a CEO as part of a performance review panel, who should the independent person be? (please choose one or more of the following options)

<input type="checkbox"/>	A recruitment/human resources consultant
<input type="checkbox"/>	A community member
<input type="checkbox"/>	A person with experience in local government
<input type="checkbox"/>	A person with experience in appointing senior executives
<input checked="" type="checkbox"/>	Unsure
<input type="checkbox"/>	Other (please specify)

21. Should there be any restrictions on who the independent person should be?

- a. Yes
- b. No
- c. If yes, please specify

Termination

22. To what extent do you support the following statement:

“The legislation should provide a minimum notice period that the council provides to the CEO if the council terminates the CEO’s employment before the expiry date of the employment contact”

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
		X		

23. If the legislation required council to provide the CEO with a minimum notice period of the early termination of the CEO’s employment, what should the minimum notice period be?

- a. Two (2) weeks
- b. Four (4) weeks**
- c. Other (please specify)

Monitoring and enforcement

To ensure that councils are complying with the standards and to address any alleged non-compliance, a process will need to be established to monitor and enforce the standards.

Feedback is sought on potential models and processes for monitoring and enforcement.

24. Who should be responsible for monitoring and enforcing the CEO standards?

- a. Public Sector Commission or other integrity agency
- b. Department of Local Government, Sport and Cultural Industries
- c. Independent office of Local Government Commissioner**
- d. Joint Panel consisting of nominees from the WA Local Government Association (WALGA) and the Local Government Professionals WA (LGPro WA)
- e. Local Government Standards Panel (expanded role)
- f. Other (please specify)

25. To what extent do you support the following statement?

“If a Local Government Commissioner were to be established, local governments should be required to pay a levy to fund its establishment and operation”

Very unsupportive	Unsupportive	Neutral	Supportive	Very supportive
X				

26. What powers should the body responsible for monitoring and enforcing the standards have? (please choose one or more of the following options)

<input type="checkbox"/>	To order a local government to restart a process (recruitment, selection, performance review or termination) or remedy a defect
<input type="checkbox"/>	To order that a third party be involved in the performance review process
<input type="checkbox"/>	To order that a local government engages in mediation or arbitration to resolve a dispute (this could be disputes between council members or between council members and the CEO)
<input type="checkbox"/>	To arbitrate or make a ruling on a matter
<input type="checkbox"/>	To prepare a report on contract termination (for potential referral for industrial relations action)
<input type="checkbox"/>	To provide a report to the Minister for Local Government or the Director General of the Department of Local Government, Sport and Cultural Industries for consideration in relation to powers to suspend, dismiss or order remedial action whether in regards to the entire council or individual council members

<input type="checkbox"/>	To order that a local government seeks professional advice or assistance from an independent person
<input type="checkbox"/>	Unsure
<input checked="" type="checkbox"/>	Other (please specify)

27. To what extent do you support the following statement?

“If the body responsible for monitoring and enforcing the CEO standards directed a local government to undertake mediation or arbitration to resolve a dispute, the costs of the dispute resolution should be borne by the local government.”

Very unresponsive	Unsupportive	Neutral	Supportive	Very supportive
		X		

28. To what extent do you support the following statement?

“If a council has not complied with the standard for a particular process, they should be required to recommence the process”

Very unresponsive	Unsupportive	Neutral	Supportive	Very supportive
	X			

29. To what extent do you support the following statement?

“Local governments should be subject to penalties if they do not comply with the CEO standards”

Very unresponsive	Unsupportive	Neutral	Supportive	Very supportive
	X			

30. Do you have any additional comments in relation to the CEO standards? **No**

Guidelines accompanying the CEO standards

The mandatory CEO standards will be accompanied by guidelines outlining the recommended practice for local governments undertaking the processes of recruitment and selection, performance review and early termination of CEOs.

31. How useful are the proposed guidelines?

Extremely useful	Very useful	Moderately useful	Slightly useful	Not at all useful
		X		

Please specify why:

32. Do you have any suggestions regarding any changes that need to be made to the proposed guidelines or is there anything else you think should be included in the guidelines? (please specify) **No**

33. Do you have any additional comments in relation to the guidelines? **No**

SHIRE OF DALWALLINU

31 OCT 2019

RECEIVED

DJ. PAINTER

45 BRIDGEWOOD RD.

LESMURDIE WA 6076

29-10-2019

SHIRE OF DALWALLINU

REF. CEO.A65210-COR-11713

RE AIR STRIP LEASE

I am writing to confirm a new lease agreement for the above.

As of the 12/11/2019 our new address will be
12 WINDSOR COURT - EASTWOOD - BAINSDALE VIC, 3875

Yours faithfully

DOUG PAINTER

DJ Painter

SHIRE OF DALWALLINU

RECORD NO: 1-COR-13857

OFFICER: CEO

FILE NO: A65210

X REF: 0-COR-11713

DATE: 31-10-2019

AGREEMENT TO PROVIDE LEASE OF LAND – KALANNIE AIRSTRIP

BETWEEN: Douglas James Painter
Of 12 Windsor Court
EASTWOOD VIC 3875
("the Landlord")
AND: Shire of Dalwallinu
Of PO Box 141
DALWALLINU WA 6609
("the Tenant")

WHEREAS:

1. The Landlord and the Tenant enter into a written agreement of lease at Dalwallinu WA 6009 on _____ ("the Lease")
2. The parties have agreed to accept the period of the lease upon the terms and conditions set out below:

IT IS THEREFORE AGREED THAT:

1. The Lease is hereby provided for a period of ten (10) years commencing with the effect from twenty fifth (25) day of February 2020 and terminating on the twenty fourth (24) day of February 2030;
2. The rental payable by the Tenant to the Landlord during the provided period of the lease shall be the sum of \$1,500 payable annually in advance commencing on the twenty fifth day of February 2020 and payable thereafter on the same day of each succeeding year during the term of the lease;
3. The Tenant will be using the land owned by the Landlord for an airstrip being portion of Ninghan Location 2167 and being the whole land comprised in Certificate of Title Volume 1682 Folio 30. It is to be used only for an airstrip and not for any other purpose;
4. The Tenant must punctually pay any rates or charges that may become necessary due to the operation of the airstrip;
5. The Tenant is to obtain written consent from the Landlord prior to erecting, fixing or changing any fixtures, fittings and improvements to the said land;
6. The Tenant is to keep the land in good repair and condition. Any damage or anything destroyed, shall be fixed and/or replaced by the Tenant for equal value or similar quality;
7. That the Landlord may at all times graze and/or crop that part of the Landlord's land as does not include the said land without the Landlord being required to fence off the said land from the adjoining Landlord's land;
8. The parties agree that the Landlord/Tenant can terminate the lease before the expiry of the term provided that the Landlord/Tenant gives the other party written notice of at least one (1) month from the date of the early termination of the lease (break date).

EXECUTED at _____

On the _____ day of _____ 20_____.

Name of the Landlord

Signature of Landlord

Name of Witness

Signature of Witness

**The common seal of the
Shire of Dalwallinu was hereunto
Affixed by authority of a resolution of Council
And in the presence of;**

Cr Steven Carter
Shire President

Mrs Jean Knight
Chief Executive Officer

Name of Witness

Signature of Witness

Dated

2019

SHIRE OF DALWALLINU

and

REGIONAL EARLY EDUCATION AND DEVELOPMENT INC

LEASE

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LEASE

This Lease dated

2019

PARTIES **SHIRE OF DALWALLINU** of 58 Johnson Street Dalwallinu, Western Australia ("**the Lessor**")

and

REGIONAL EARLY EDUCATION AND DEVELOPMENT INC
of 43 Federal Street Narrogin Western Australia 6312 ("**the Lessee**")

RECITALS

- A. The Lessor has the Lessor's Interest in the Land.
- B. The Lessor has agreed to lease the Premises to the Lessee on and subject to the terms and conditions of this Lease.

OPERATIVE PROVISIONS

1. **INTERPRETATION**

1.1 **Definitions**

In this Lease, unless the contrary intention appears:

"Building" means the building or buildings and all other fixed improvements erected on the Land and includes any additions or alterations;

"Commencement Date" means the commencement date of the Term specified in Item 3 of Schedule 1;

"Land" means the land described in Item 2 of Schedule 1;

"Lessee" if only one Lessee is a party means the Lessee and the executors, administrators and permitted assignees of the Lessee and if there are two or more Lessee parties means the Lessees and each of them and each of their executors, administrators and permitted assigns and if the Lessee or any of the Lessees is a corporation includes the successors and permitted assigns of the Lessee;

"Lessee's Covenants" means the covenants, terms and conditions expressed or implied in this Lease and on the part of the Lessee to be performed and observed;

"Lessor" if only one Lessor is a party means the Lessor and the executors, administrators and assigns of the Lessor and if there are two or more Lessors parties hereto means the Lessors and each of them and each of their executors, administrators and assigns and if the Lessor or any of the Lessors is a corporation includes the corporation and its successors and assigns;

"Lessor's Interest" means the Lessor's interest in the Land which interest is described in Item 2 of Schedule I;

"Permitted Purpose" means the purpose specified in Item 6 of Schedule 1;

"Premises" means the premises described in Item 2 of Schedule 1 including all the Lessor's fixtures and appurtenances;

"Rate of Interest" means the general maximum rate of interest charged from time to time by the Lessor on outstanding rates;

"Rent" means the Rent payable by the Lessee pursuant to this Lease;

"Term" means the term of this Lease as specified in Item 3 of Schedule 1 commencing on the Commencement Date and any shorter period in the event of the early determination of the Term.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) words suggesting the singular include the plural and vice versa;
- (b) words suggesting any gender include any other gender;
- (c) reference to a person include a company, corporation, and unincorporated or incorporated association or statutory authority;
- (d) references to clauses, paragraphs, subparagraphs and Schedules are to clauses, paragraphs, and subparagraphs of, and schedules to, this Agreement as amended from time to time in accordance with the terms of this Agreement;
- (e) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and will not affect the interpretation of this Agreement;
- (f) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for those laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;
- (g) where the words "includes" or "including" are used, they are to be taken to be followed by the words "without limitation", unless the contrary intention appears;
- (h) a reference to any body is:
 - (i) if that body is replaced by another organisation, deemed to refer to that organisation; and

- (ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body; and

- (i) all dollar amounts specified in this Agreement are in Australian dollars.

2. LEASE

2.1 Lease

The Lessor grants a lease to the Lessee and the Lessee takes a lease of the Premises on and subject to the terms of this Lease.

2.2 Term

The Premises are to be held by the Lessee as tenant for the Term commencing on the Commencement Date and expiring on the expiry date specified in Item 3 of Schedule 1.

2.3 Rent

- (1) The Lessee must pay to the Lessor for the first and each subsequent year of the Term, the Rent specified in Item 4 of Schedule 1.
- (2) The Rent is payable in the manner set out in Item 5 of Schedule 1.

3. OBLIGATIONS

3.1 Rates and taxes

The Lessor must punctually pay all rates, refuse removal charges, assessments, levies or taxes levied or assessed or to be levied or assessed by the Commonwealth, the State, the local government, any water supply authority, any sewerage authority or by any other authority whether statutory, governmental, or otherwise which:

- (a) are at any time during the Term or any holding over to any extent charged on the Premises or on the Lessor in respect of the Premises or both; or
- (b) arise out of or by reason of the method or kind of business carried on by the Lessee.

3.2 Services

The Lessee must punctually pay for all gas, electricity, telephone and other utility services which are either provided to or used on the Premises.

3.3 Maintenance

- (1) The Lessor must keep and maintain every part of the Premises and all lighting and electrical installations and all drainage and septic systems and all other fixtures and fittings in good and substantial repair, order and condition, fair wear and tear excepted.

(2) The Lessee need not carry out repairs of a structural nature.

3.4 Cleaning

The Lessee must keep and maintain the Premises well cleansed and drained in good sanitary condition and properly disinfected, free from rubbish, refuse and disused material of any kind and the Lessee must observe, perform, discharge, execute and take such sanitary measures and precautions and subject to clause 3.21, construct such works and make such amendments, alterations and additions to the Premises at any time as are during the Term be required by or under any written law.

3.5 Make good damage

At the Lessee's own expense from time to time the Lessee must make good any breakage, defect or damage to the Premises or any adjoining premises or facilities or any other property caused by want of care, misuse or abuse on the part of the Lessee or the Lessee's employees, agents, contractors, invitees, licensees, sub-tenants, or other persons claiming through or under the Lessee or otherwise occasioned by any breach or default of the Lessee under this Lease.

3.6 Entry by Lessor to view and to repair

- (1) The Lessee must permit the Lessor, the Lessor's architects, agents and contractors at all reasonable times to enter into and upon the Premises in order to view and examine the state of repair, order and condition and to leave upon the Premises notice of any lack of repair, order, condition, neglect or defect for which the Lessee is liable and requiring the Lessee to make good the same within the time specified in the notice and the Lessee must make good the same in accordance with the notice to the satisfaction of the Lessor.
- (2) The Lessee must permit the Lessor, the Lessor's agents and contractors at all reasonable times and, in the case of emergency, at any time to enter into and remain upon the Premises with all necessary plant, equipment and materials to carry out any works or make any repairs or alterations or additions to the Premises provided that the Lessor will not cause unnecessary interference with the use of the Premises by the Lessee.

3.7 Abatement of nuisances

- (1) The Lessee must not do or omit to do any act matter or thing which may be or be deemed to be a nuisance within the meaning of any Act or under any planning scheme, local law or regulation applicable to the Premises or the use or occupation of the Premises by the Lessee and the Lessee must immediately abate any such nuisance or alleged nuisance.
- (2) The Lessee must ensure that the Premises are not used in any manner which may be or become a nuisance, disturbance or annoyance to the quiet and comfort of any occupier of any premises in the vicinity of the Premises and on being required to do so by the Lessor or any employee or agent of the Lessor the Lessee must immediately abate the nuisance, disturbance or annoyance.

3.8 Pests

The Lessee must keep the Premises free of ants, cockroaches, termites, rodents, pests and vermin.

3.9 No living in premises

The Lessee must not use or permit the use of any part of the Premises for living or sleeping for any unlawful purpose.

3.10 Defacing

The Lessee must not mark, paint, drill, write on or in any way deface any wall, ceiling, floor, wood, stone or ironwork of the Premises unless permitted by the Lessor.

3.11 Rubbish

The Lessee must not permit any rubbish or garbage to accumulate on the Premises unless confined in suitable containers which are located so as not to be visible to members of the public.

3.12 Disorderly Behaviour

The Lessee must prevent disorderly behaviour and indecent language at the Premises.

3.13 Compliance with written laws

The Lessee must comply with, carry out and perform the requirements of any Act, ordinance, town planning scheme, local law, regulation or written law or of any notice, requisition or order under a written law applicable to the Premises or the use or occupation of the Premises.

3.14 Permitted Purpose

The Lessee must use the Premises only for the Permitted Purpose or for any other purpose first approved in writing by the Lessor.

3.15 Insurances

The Lessee must, at the Lessee's expense, effect and keep current, with an insurance company approved by the Lessor the following insurances in relation to the Premises:

3.16 Public risk

- (a) A policy covering public risk which will:
 - (i) be in the name of the Lessee, and provide for a minimum cover of ten million dollars (\$10,000,000.00) for each accident, claim or event or such higher amount as the Lessor specifies; and

- (ii) extend to cover any liability for the death of, or injury to, any person or damage to any person's property sustained when such person is using or entering or near any entrance, passage, stairway, display or display window to into or of the Premises, or sustains the injury or damage as a result of an act or omission of the Lessee, its agent, licensee, employee or representative operating a business on or from the Premises, or sustains the injury or damage as a result of consuming food or drink supplied on or from the Premises or as a result of goods sold on or from the Premises; and
- (iii) require the insurance company and the Lessee to give the Lessor at least 30 days written notice before either cancellation of the policy or a reduction in its level or extent of cover; and
- (iv) contain a clause which provides that any claims made by any of the insured parties against any other will be treated as though the claimant were not an insured party and in such instances provide that the insurance company waives its right of subrogation; and
- (v) provide cover which is primary and not contributory with any policies effected by the Lessor or the Lessor's managers, agents, employees, representatives or contractors;

3.17 Fittings and chattels

- (a) a policy covering the Lessee's fittings, fixtures and chattels contained in or about the Premises for its full insurable value against loss or damage resulting from fire and extraneous risks including but not limited to water, storm and rainwater damage.

3.18 Evidence of insurance cover

- (1) Before taking possession of the Premises, the Lessee must deliver the insurance policies required under this Lease to the Lessor.
- (2) The Lessee must give satisfactory evidence to the Lessor that the policies have been renewed within 7 days after the expiration of each policy term.

3.19 Not to void insurances

The Lessee must not at any time do or allow anything which may either render the insurances on the Premises or any part of it void or voidable.

3.20 Compliance with insurance regulations

- (1) The Lessor must comply with insurance, sprinkler and fire alarm regulations as they relate to the use of the Premises.

3.21 Indemnity

The Lessee must indemnify the Lessor and keep the Lessor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with loss of life, personal injury or damage to property arising from or out of any occurrence in upon or at the Premises or the use by the Lessee of the Premises or to any person or the property of any person using or entering or near any entrance to the Premises or occasioned (wheresoever it may occur) wholly or in part by any act, neglect, default or omission by the Lessee its agents, contractors, servants, workmen, customers, members or any other person or persons using or upon the Premises with its consent or approval expressed or implied.

3.22 Alterations and improvements

The Lessee must not, without the prior written consent of the Lessor, make or permit to be made any alteration in or additions to the Premises or remove from the Premises any improvement and the Lessee must not cut, maim, or injure, or suffer to be cut maimed or injured, any of the walls, floors, ceilings, plumbing, gas or electrical fixture or fittings or timbers.

3.23 Notice of defects

The Lessee must give to the Lessor immediate notice in writing of any damage to or defect in the Premises or the water or sewerage pipes, gas pipes, electrical light fixtures or any plant fittings or equipment in the Premises.

3.24 No security

The Lessee must not mortgage, encumber or change the Premises on this Lease.

3.25 Assignment or subletting

- (1) The Lessee must not without the consent of the Lessor, assign, sublet, transfer or part with possession of the whole or any part of the Premises or the benefit of this Lease or any estate or interest in the Premises or this Lease;
- (2) The provisions of sections 80 and 82 of the *Property Law Act 1969* do not apply to this Lease.

3.26 Lessee to make good

- (1) At the expiration or sooner determination of this Lease:
 - (a) the Lessee must yield up the Premises to the Lessor in the condition required by this Lease; and
 - (b) the Lessee must remove from the Premises all fixtures, fittings and chattels brought onto the Premises by or for the use of the Lessee except for any structural improvements and any fixtures, fittings and chattels provided for the use of the Lessee and which the Lessor determines should remain in the Premises. The Lessee must not do or allow any damage to the Premises in such removal. If however any

damage occurs the Lessee must immediately make it good; and

- (c) the Lessee must remove any lettering, signs, names, advertisements and notices erected, painted, displayed or affixed onto or within the Premises and make good any damage caused by reason of such erection, painting, displaying, affixing or removal. If the Lessee defaults under this clause the Lessor may remove and make good at the Lessee's expense.
- (2) If the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option do either or both of the following:
- (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
 - (b) treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor may then deal with them in such manner as the Lessor determines. If the Lessor sells them it need not account to the Lessee for the proceeds of sale but may apply the proceeds of sale as it see fit.

3.27 No registration or caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

3.28 Interest on arrears

The Lessee must pay to the Lessor on demand interest at the Rate of Interest plus 2% on all moneys owing by the Lessee but unpaid in breach of the provisions of this Lease for more than 30 days from and including the due date for payment such interest to be calculated on a daily basis on the total of the moneys owing from time to time and computed from and including the due date for payment until the date of actual payment.

3.29 Vandalism

The Lessee must immediately report to the Lessor any acts of vandalism or any incident which occurs on or adjacent to the Premises which is, or is likely to involve, a breach of the peace or become the subject of a report to the police.

3.30 Storage of dangerous materials

Except in accordance with the prior written consent of the Lessor, the Lessee must not store or keep on the Premises any inflammable liquids, acetylene gas, dangerous chemicals or volatile or explosive oils, compounds or substances.

3.31 Special Conditions

The Lessee must observe and perform the special conditions set out in Schedule 2

4. QUIET POSSESSION

If the Lessee pays the Rent and performs its covenants contained in this Lease it will peaceably possess and enjoy the Premises for the Term without any interruption from the Lessor or any person lawfully claiming through, from or under its subject always to the rights, powers, remedies and reservations of the Lessor contained in this Lease.

5. MUTUAL AGREEMENTS

5.1 Default

If:

- (a) the Rent or any part of it is in arrears for 14 days even if it has not been formally demanded;
- (b) the Lessee breaches or does not comply with any provision whether expressed or implied in this Lease;
- (c) repairs required by any notice given by the Lessor under this Lease are not completed within the time specified in the notice;
- (d) the Lessee defaults in the payment of any moneys owing to the Lessor other than rent whether under this Lease or any other account after 14 days written demand for payment has been made by the Lessor on the Lessee; the Lessee is a corporation and an order is made or a resolution is passed for the winding up of the Lessee except for the purpose of reconstruction or amalgamation with the written consent of the Lessor which consent will not unreasonably be withheld;
- (e) the Lessee is a corporation and ceases or threatens to cease to carry on business or goes into liquidation whether voluntary or otherwise or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
- (f) the Lessee is a corporation and is placed under official management or an administrator is appointed under or pursuant to the provisions of the relevant Corporations Law or enters into a composition or scheme of arrangement;
- (g) the interest of the Lessee under this Lease is taken in execution;
- (h) the Lessee or any person claiming through the Lessee conducts any business from the Premises after the Lessee has committed an act of bankruptcy;
- (j) the Lessee abandons or vacates the Premises; or
- (k) the Lessee being an incorporated association is wound up or resolves to be dissolved or wound up voluntarily;

then the Lessor may in addition to its other powers either:

- (i) re-enter on the Premises or any part of them with force if necessary and

eject the Lessee and all other persons from and repossess the Premises;
or

- (ii) by notice in writing to the Lessee terminate this Lease,

or both.

5.2 Lessor's powers

If the Lessor exercises its powers under clause 5.1, this Lease is to terminate but the Lessee will not be released from liability for any breach of or non-compliance with any provision of this Lease and the remedies available to the Lessor for recovery of arrears of rent or for prior breach or non-compliance will not be affected. On such determination if the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option do either or both of the following:

- (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
- (b) if the Lessee does not remove or recover them within a month after termination of the Lease, treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor and the Lessor may then deal with them in such a manner as the Lessor determines. If the Lessor sells them, it need not account to the Lessee for the proceeds of sale but may apply the proceeds of sale as it sees fit.

5.3 Destruction of the Premises

- (1) Where the Premises or any part of the Premises are at any time damaged or destroyed by fire, flood, lightning, storm or tempest so as to make them unfit for the occupation and use of the Lessee, then the Rent or a proportionate part of the Rent, according to the nature and extent of the damage sustained is to abate and all remedies for recovery of the rent or such proportionate part of the rent are to be suspended until the Premises are rebuilt or made fit for the occupation and use of the Lessee.
- (2) If the Lessor does not rebuild the Premises or make them fit for the use and occupation of the Lessee within a reasonable time then either party may terminate this Lease by one month's notice in writing to the other without right or claim for damage by reason of the termination of the Lease but without prejudice to the rights of either party for any prior breach of or failure to comply with a provision of this Lease.
- (3) Nothing in this Lease imposes on the Lessor any obligation to rebuild the Premises or to make the Premises fit for the use and occupation of the Lessee.

5.4 Entry by Lessor

If the Lessee fails to duly and punctually observe or perform any provision of this Lease the Lessor is entitled to carry out the observance or performance of the provision and for that purpose the Lessor or the Lessor's architects, servants, agent, or workmen may if necessary enter the Premises and the cost and expense incurred in the observance or performance together with interest thereon at a rate of 2% per annum

greater than the Rate of Interest is to be a debt due by the Lessee to the Lessor and is to be payable on demand and may be recovered by the Lessor in the same manner as if the debt were for rent due under this Lease in arrears by action in law and such cost expense and interest is to be a charge on the term.

5.5 Works by Lessor

(1) The Lessor may by itself or its agents at all reasonable times enter the Premises or any part of the Premises for any one or more of the following purposes:

- (a) complying with the terms of any legislation affecting the Premises and any notices served on the Lessor or Lessee by any statutory, licensing, municipal or other competent authority;
- (b) carrying out any repairs, alterations or works of a structural nature;
- (c) installing any services such as air-conditioning apparatus, automatic fire sprinklers, gas pipes, water pipes, drainage pipes, cables or electrical wiring;
- (d) making any repairs which the Lessor may think necessary to the Premises;
- (e) making any improvements or alterations to the adjoining Premises which the Lessor may consider necessary;
- (f) taking inventories of fixtures;
- (g) exercising the powers and authorities of the Lessor under this Lease,

provided that, except in the case of an emergency, the Lessor is to give to the Lessee at least 7 days' prior notice orally or in writing.

(2) In carrying out the works referred to in this clause the Lessor is not to cause unnecessary interference with the use of the Premises by the Lessee.

5.6 Holding over

If the Lessee holds over the Premises upon the expiry of the Term then a tenancy from year to year is not to be presumed but the tenancy in that event is to be and continue to be a tenancy from month to month at the rental then payable but otherwise upon the terms and conditions contained in this Lease insofar as they are applicable and is to be determinable at the expiration of one month's notice by either party to the other at any time.

5.7 No waiver

(1) No waiver (whether express or implied) by the Lessor of any breach of any covenant, obligation or provision contained or implied in this Lease is to operate as a waiver of any other breach of the same or any other covenant, obligation or provision contained or implied in this Lease it is not to operate as a waiver of the essentiality of any obligation which by virtue of this Lease is an essential term of this Lease.

- (2) In particular, any demand by the Lessor for, or any acceptance by the Lessor of, rent or other moneys payable under this Lease will not constitute a waiver by the Lessor of any breach of any provision in this Lease and is not to create any new tenancy between the parties.
- (3) No custom or practice which has grown up between the parties in the course of administering this Lease is to be construed so as to waive or lessen the right of the Lessor to insist on the performance by the Lessee of all or any of the Lessee's obligations under this Lease.

5.8 No warranty

- (1) This document embodies the whole transaction of leasing made by this Lease and all warranties, conditions and representations collateral or otherwise concerning the leasing whether written, oral, express or implied and whether consistent with this document or not are cancelled.
- (2) This Lease may be amended only by instruments in writing executed by the Lessor and the Lessee.
- (3) The Lessee acknowledges that it has entered into this Lease without relying on any representation or warranty by the Lessor except as stated in this clause and after satisfying itself as to the suitability of the Premises for the purpose of which the Premises are leased.

5.9 Lessor's right to install services

The Lessor reserves to itself and to its employees, agents and contractors the right to enter upon the Premises at all reasonable times with all necessary materials and appliances to erect, make, excavate, lay, or install in, on, over or under the Premises any posts, drains, pipes, conduits, cables, wires, or other things requisite for any existing or future service to the Premises together with the right to enter upon the Premises for the purpose of inspecting, removing, maintaining, altering or adding to any such things in relation to an existing service to the Premises and, in each such case the Lessor is to cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

5.10 Execution of works by Lessor

If the Lessor desires or is required to:

- (a) execute any works which by law the Lessor is bound and has been required to execute on the Premises or the Building; or
- (b) build any further storeys upon the Building; or
- (c) alter, repair, add to or re-build any part of the Premises or the Building; or
- (d) construct, erect, lay down, alter, repair, cleanse or maintain any drain ventilator, shaft, water pipe, electric wires or gas pipes in connection with or for the accommodation of the Building or any adjoining property; or
- (e) underpin; or

- (f) reinstate or re-build in case of fire,

then and in any such case the Lessor may with or without employees, agents, workmen and contractors, and appliances, enter upon the Premises and carry out such works, doing as little damage to the Premises as is reasonably possible and restoring them without unreasonable delay, but without making compensation for any damage or inconvenience to the Lessee, provided that in each case the Lessor is to cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

5.11 Notices

- (1) Any notice or demand from the Lessor to the Lessee is to be taken to be duly served if left for the Lessee on the Premises, if posted by prepaid letter addressed to the Lessee at the address set in this Lease or if sent by facsimile machine to the Lessee's facsimile machine.
- (2) Any notice or demand from the Lessee to the Lessor is to be taken to be duly served if posted by prepaid letter addressed to the Lessor at its office.
- (3) A notice or demand posted is to be taken to be duly served at the expiration of 48 hours after the time of posting and any notice given by one party to the other may be signed on behalf of the party giving it by a director, secretary, chief executive officer or solicitor.

6. ESSENTIAL TERMS

The Lessee and the Lessor agree that each of clauses 2.3, 3.1, 3.2, 3.3, 3.14, 3.15 and 3.23 are essential terms of this Lease, and any breach or failure by the Lessee to comply with any of those clauses is to entitle the Lessor to all rights and remedies available to it in respect of breach of or failure to comply with an essential term.

7. GST

- (1) If GST is imposed or levied in respect of any supply by a party under or in accordance with this Lease (including the supply of the Premises or the supply of any goods, services, rights, benefits or other things) then the party making the supply may recover the GST Amount from the party receiving the supply in addition to the Consideration. The party making the supply must provide such invoices to the party receiving the supply as are required pursuant to the GST Legislation.
- (2) In sub-clause (1):

"Consideration" means any amount or consideration payable or to be provided pursuant to any provision of this Lease other than this clause;

"GST" means any form of goods and services tax or similar value added tax;

"GST Amount" means the Consideration (after deducting the GST Exempt Component) multiplied by the Rate;

"GST Exempt Component" means any part of the Consideration which solely relates to a supply that is free or exempt from the imposition of GST;

"GST Legislation" means A New Tax System (Goods and Services Tax) Act 1999 and any other legislation or regulation which imposes, levies, implements or varies a GST or any applicable ruling issued by the Commissioner of Taxation;

"Rate" means the rate at which GST Legislation from time to time imposes or levies GST on the relevant supply under this Lease;

"supply" includes supply as defined under GST Legislation.

SCHEDULE 1

Item 1	Lessee's Name and Address:	REGIONAL EARLY EDUCATION AND DEVELOPMENT INC 43 Federal Street Narrogin WA 6312
Item 2	Land: Premises: Lessor's Interest	All that piece of land being Lot 254 on Deposited Plan 167746 comprised in Certificate of Title Volume LR3151 Folio 577 (67 McNeill Street, Dalwallinu) and The Land and all improvements on the Land Owner is fee simple
Item3	Term: Commencement Date: Expiry Date: Further Term: Commencement Date: Expiry Date:	Ten (10 Years) Ten (10) Years
Item 4	Annual Rent payable during the Term:	\$1.00
Item 5	Manner of Payment of Rent:	As and when demanded
Item 6	Permitted purpose	Early education and childcare services

SCHEDULE 2 SPECIAL CONDITIONS

1. Maintenance, repair and cleaning

1.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and Appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Lessor under this subclause, the Lessor shall where maintaining, replacing, repairing or cleaning:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures;
 - (d) any gas fittings and fixtures,

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

1.2 Cleaning

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

1.3 Repair

Unless such damage is the Lessee's responsibility pursuant to the terms of the Lease, the Lessor must promptly repair any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

1.4 Responsibility for Securing the Premises

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

1.5 Maintain surroundings

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings including but not limited to any flora, gardens lawns, shrubs, hedges and trees.

- (2) The Lessor will undertake a quarterly inspection of trees to assess risk to safety and take remedial action as necessary at the Lessor's expense.
- (3) The Parties agree that with the exception of minor pruning, any pruning of trees must be undertaken by the Lessor.
- (4) If any flora, trees or lawn dies the Lessor and Lessee will agree on the appropriate course of action which may include replacement.
- (5) The Lessee must plant and care for such 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.
- (7) If the Lessor provides any gardening service at the request of the Lessee, the Lessor may invoice the Lessee at a rate agreed by the Lessor and Lessee.

1.6 Lessor's Fixtures and Fittings

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

1.7 Pest control

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

1.8.1 Drains

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

2. Insurances

- (1) The Lessor will invoice the Lessee on an annual basis to cover reimbursement of the cost of building insurances.

3. Signage

- (1) The Lessor authorises appropriate signage relevant to demonstrate the premises undertakes the business of the Lessee, subject to any signage being removed and the premises made good at the conclusion of the use of the Premises.

4. Resources

- (1) The Lessee acknowledges that assets located at 67-69 McNeill Street Dalwallinu on the date of agreed transfer are shared with Dalwallinu Playgroup.
- (2) The Lessee is willing to liaise with Dalwallinu Playgroup to discuss appropriate funding of shared assets once they reach the end of their useful life.
- (3) Assets purchased by the Lessee will remain the sole property of the Lessee.

5. Use by others

- (1) The Lessee agrees to make the Premises available for the use of the Dalwallinu Playgroup on every Friday for the period between 8:00am and 1:00pm, or at other times as mutually agreed between the Lessee and Dalwallinu Playgroup.
- (2) The Lessee may make the Premises available for use by other persons or organisations during such period or periods as may be agreed between the Lessee and such other person or organisation provided such use is consistent with the Permitted Purpose.
- (3) The Lessee shall be entitled to require such other person or organisation as shall utilise the Premises as aforesaid to pay to the Lessee a reasonable fee to cover costs associated with the use of the Premises.
- (4) The Lessee must enter all bookings in a register kept for the purpose together with details of the name of the person or organisation, the hours during which the Premises were used by the other person or organisation and any other details which the Lessor may require.
- (5) The Lessee must keep the register referred to in subclause (3) available for the Lessor to view at the Premises or forthwith upon request by the Lessor the Lessee must provide the Lessor with the register for viewing by the Lessor.

EXECUTED by the parties

THE COMMON SEAL of **SHIRE OF DALWALLINU**)
was hereunto affixed in the presence of:)
)

Chief Executive Officer

Date:

Shire President

Date:

CHAIRPERSON, REGIONAL EARLY EDUCATION AND DEVELOPMENT INC

Date:

Jean Knight

From: Cr Karen Christian
Sent: Tuesday, 15 October 2019 5:04 PM
To: Jean Knight
Subject: Fwd: Classes for Dalwallinu Gym Members

Sent from my iPad

Begin forwarded message:

From: Nikki McCuish <Becomingyoufitness@outlook.com>
Date: 29 July 2019 at 10:13:55 am AWST
Subject: Classes for Dalwallinu Gym Members

Dear Steven & Councillors,

I have been speaking to people and looking at the feedback on the pricing for the gym and I noticed that people have asked about classes being available.

I wanted to put something forward to see if you would be interested as I think it may help in promoting the gym and memberships.

I would be willing to offer Metafit sessions for gym members as part of their membership for a fee of \$30 to the shire per session. I understand that you are trying to keep the cost low and as has been said have the gym be financial in it's own right and not be a cost passed on to rate payers.

These sessions would be 'free' for members as part of their membership and could be run on the indoor basketball court or oval on a nice day.

Non members could attend for a fee of \$15 (example) which would go directly back to the shire. If 2 casuals come per class it would cover the cost of my fee.

Metafit is a half hour High Intensity Interval Training (HIIT) that is a fantastic workout and something that is possible for all fitness levels. So it's something all members will be able to participate in if they wish.

I am also able to offer other HIIT classes if needed or the demand is there.

I am happy to discuss this further and work together to discuss a timetable and venue that will work best for members. I am thinking 1 early morning, 1 evening & 1 daytime session a week. However it may be something to put to members to get preferred times and see if there is an interest there. Even if we ran it as a trial for a month to see what the numbers are like and go from there.

I put this proposal forward to Emily & Jean and they replied that members had 24/7 gym access and that was enough at this stage they weren't interested in employing anyone. Which I understand as it is a new venture for the Shire of Dalwallinu. I have however since been speaking to a lot of community members who say that classes as part of a membership would encourage them to take out a membership.

I am currently training 2 members of the gym. One of these people joined the gym just so that I could train them in the gym using the fantastic facilities in there. It really is a great gym and I would love to see it thrive. I think a great way to do this is to add classes, that way people are getting more value for their money.

Thank You for taking the time to read and consider my proposal. Please contact me if you would like to discuss this further. I look forward to hearing from you soon.

Nikki McCuish
Personal Trainer
Becoming You Fitness
0429184572

