



SHIRE OF CARNARVON

SCHEDULES

ORDINARY COUNCIL MEETING

TUESDAY 28 NOVEMBER 2023

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SHIRE OF CARNARVON AWARDS COMMITTEE

TERMS OF REFERENCE

NOVEMBER 2023

Objectives of the Awards Committee

The objectives of the Awards Committee are to consider the nomination of persons and organisations for awards and honours, including but not limited to the following:

- WA Citizenship of the Year Awards
- Nominations of persons and organisations for awards and honours
- Prestigious or other significant awards (i.e., Order of Australia)
- Honorary Freeman of the Shire of Carnarvon

Legislative Considerations

The Awards Committee is formed in accordance with S.5.8 of the *Local Government Act 1995* and has no delegated authority to make decisions. Recommendations of the Awards Committee must be presented to Council for consideration.

Membership

The Awards Committee (the committee) will consist of four (4) Elected Members plus one (1) proxy.

Membership will be reviewed biannually immediately following Local Government elections unless, by a decision of Council, an interim appointment is required. All members shall have full voting rights.

The meeting Chair shall be nominated by the Committee.

Meetings

The Committee will meet within two weeks following the closing of award nominations.

A quorum is obtained by the attendance of a majority of the membership of the Committee, i.e., three members.

Committee decisions are to be made by consensus in the first instance. If a consensus decision cannot be reached the Chair may request a vote by members in attendance. The Chair will cast the deciding vote if required. The details of any decision made will be recorded including any dissenting views.

Reporting

All secretariat tasks for the Committee will be undertaken by Shire officers appointed by the Chief Executive Officer. All minutes of the Committee meetings will be presented to Council at the earliest available Council meeting. Council officers will prepare a report to accompany the minutes of each meeting. Agendas and minutes of previous meetings shall be forwarded to members at least five working days before the meeting.

Publicity

Committee members must not make statements to the media or on social media about Council business or items discussed by the Committee. Instead, all media inquiries should be referred to the Shire of Carnarvon Council President for a response as per Council’s Code of Conduct.

Code of Conduct and Ethical Practices

Members of the Committee acknowledge that they are subject to the Shire of Carnarvon Code of Conduct for Elected Members, Committee Members and Candidates, and will in the discharge of their duties and responsibilities, exercise honesty, objectivity and probity and not engage knowingly in acts or activities that have the potential to bring discredit to Council.

Expiry and Review

The Committee will operate as per these Terms of Reference for two years unless, by decision of Council, it is disbanded prior to the expiry and/or the Terms of Reference need to be amended.

At Council’s discretion, the Committee may be reinstated at which time the Committee’s functions and Terms of Reference will be reviewed.

DOCUMENT CONTROL

VERSION	DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
One	November 2021	CEO	New Terms of Reference	November 2021
Two	November 2023	CEO	Formatting changes to aim for consistency with other Terms of Reference	
Three				



SHIRE OF CARNARVON AUDIT AND RISK COMMITTEE

TERMS OF REFERENCE

NOVEMBER 2023

Objectives of the Audit and Risk Committee

The primary objective of the Audit and Risk Committee (the Committee) is to accept responsibility for the annual external audit and liaise with the Shire's auditor and CEO so that Council can be satisfied with the performance of the Shire of Carnarvon (the Shire) in managing its financial affairs and risk matters.

Reports from the Committee will assist Council in discharging its legislative responsibilities of controlling the Shire's affairs, determining the Shire's policies, overseeing the allocation of its finances and resources and mitigating risk where possible. The Committee will ensure openness in the Shire's financial reporting and will liaise with the CEO to ensure the efficient and effective management of the Shire's financial and accounting systems, risk management systems and compliance with legislation.

The Committee is to:

- facilitate the enhancement of the credibility and objectivity of internal and external financial reporting; effective management of financial and other risks and the protection of Council assets;
- oversee compliance with laws and regulations as well as use of best practice guidelines relative to audit, risk management, internal controls, and legislative compliance;
- oversee the internal control functions in conjunction with the CEO;
- oversee the coordination of the internal audit (if required) and external audit and
- provide an effective means of communication between the external auditor, internal auditor, the CEO and Council.

Legislative Considerations

The Committee has been established by Council according to Division 1A of the *Local Government Act 1995* and the *Local Government (Audit) Regulations 1996*.

The Committee is a formally appointed committee of Council and is responsible to that body. The Committee does not have executive powers or authority to implement actions in areas over which the CEO has legislative responsibility but does have delegated authority to meet with the external Auditor.

The Committee does not have any management functions and cannot involve itself in management processes or procedures.

Membership

The Committee will consist of a minimum of five (5) members, including one independent person who will be the Chair of the Committee, plus four Elected Members of Council. All members shall have full voting rights.

Appointment of Elected Members will be reviewed biennially immediately following Local Government elections unless, by a decision of Council, an interim appointment is required.

Appointment of an Independent Chair shall be for a maximum of (2) two years endorsed by the Council following public advertisement, and recruitment. Council will take into consideration the recommendation of the Audit and Risk Committee regarding suitable candidates but will not be bound by any recommendation.

The term of the appointment of the Independent Chair should be arranged to ensure continuity of membership despite potential changes to the Council's elected representatives at each Local Government Election.

The Independent Chair will have advanced accounting, business, or financial management/reporting knowledge and experience and be conversant with the financial and other reporting requirements. The recruitment of the Independent Chair will be conducted by the Committee. The Committee will make a recommendation to Council for the appointment of the preferred candidate. Recommendations will take into consideration the candidate's work experience and their likely ability to apply appropriate analytical, strategic financial, and management skills.

The nature of independence regard to an Independent Chair is a person with no operating responsibilities or associations with the Shire. Associations refer to commitment and paid services to the Shire, directly or indirectly, for example, sporting clubs, regional committees, and participation on other Council committees. The exclusion does not include candidates who are associated only by virtue of being a ratepayer.

The Committee can seek advice from external sources when required.

The CEO and Deputy CEO or their nominees are to attend all meetings to provide advice and guidance to the Committee. Other Shire officers will attend where required. The CEO, Deputy CEO, and officers are not members of the Committee.

Meetings

The Committee shall meet at least four times a year in accordance with a schedule adopted and published by the Council. The schedule will be developed to coincide with Council reporting deadlines. In addition, the Committee Chairperson (or presiding person) may call such additional meetings as may be necessary to address any matters referred to the Committee or in respect of matters that the Committee wishes to pursue.

In the setting of the Committee agenda, there will be an emphasis on the most significant risk and threats to Council and the ongoing evaluation of what is being done to mitigate such risks.

A quorum shall consist of at least three members.

As far as practicable, decisions of the Committee shall be regarded as its collective decision or advice. However, where there is material dissension to a decision, a minority view may be placed before Council.

Reporting

Reports and recommendations of each Committee meeting shall be presented to the next Ordinary Meeting of the Council.

The Committee shall report annually to the Council summarising its activities during the previous financial year.

Duties and Responsibilities

The duties and responsibilities of the Committee will be to:

- a) Provide guidance and assistance to Council as to the carrying out the functions of the local government in relation to audits and matters related to financial management;
- b) Meet with the auditor at least once each year and provide a report to Council on the matters discussed and the outcome of those discussions;
- c) Liaise with the CEO to ensure that the local government does everything in its power to
 - assist the auditor to conduct the audit and carry out his or her other duties under the Local Government Act 1995; and
 - ensure that audits are conducted successfully and expeditiously;
- d) Examine the reports of the auditor after receiving a report from the CEO on the matters to:
 - determine if any matters raised require action to be taken by the local government; and
 - ensure that appropriate action is taken in respect of those matters;
- e) Review the report prepared by the CEO on any actions taken in respect of any matters raised in the report of the auditor and present the report to the Council for adoption prior to the end of the next financial year or 6 months after the last report prepared by the auditors is received, whichever is the latest time;
- f) Review the appropriateness of any special internal audit assignments undertaken at the request of Council or CEO;
- g) Review the level of resources allocated to internal audit and the scope of its authority;
- h) Review reports of internal audits, oversee the implementation of recommendations made by the audit, and review the extent to which Council and management react to matters raised;
- i) Review the local government's draft annual financial report, focusing on:
 - accounting policies and practices;
 - changes to accounting policies and practices;
 - the process used in making significant accounting estimates;
 - significant adjustments to the financial report (if any) arising from the audit process;
 - compliance with accounting standards and other reporting requirements; and
 - significant variances from prior years;
- j) Consider and recommend the adoption of the annual financial report to Council. Review any significant changes that may arise subsequent to any such recommendation but before the annual financial report is signed;

- k) Review the annual Compliance Audit Return and report to Council the results of that review, and
- l) Consider the CEO’s reviews of the appropriateness and effectiveness of the Shire’s systems and procedures in regard to risk management, internal control, and legislative compliance (Regulation 17 Review), required to be provided to the committee, and report to the Council.
- m) Review the Shires Risk Management framework, policies, and processes and their fitness for purpose including, IT provisions, Business continuity, and Internal controls.

Code of Conduct and Ethical Practices

Members of the Committee acknowledge that they are subject to the Shire of Carnarvon Code of Conduct for Elected Members, Committee Members and Candidates, and will in the discharge of their duties and responsibilities, exercise honesty, objectivity and probity and not engage knowingly in acts or activities that have the potential to bring discredit to Council.

Expiry and Review

The Committee will operate as per these Terms of Reference for two years at which time the Committee’s functions and Terms of Reference will be reviewed unless, by decision of Council, the Terms of Reference are amended prior to the expiry.

DOCUMENT CONTROL

VERSION	DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
One	October 2021	CEO	New Terms of Reference	November 2021
Two	March 2023	CEO	Include requirement for Independent Chair	March 2023
Three	November 2023	CEO	Additional information: Legislation – Division 1A Membership Meetings Reporting Duties & Responsibilities New information: Code of Conduct	TBC



SHIRE OF CARNARVON BEHAVIOUR COMPLAINTS COMMITTEE

TERMS OF REFERENCE

NOVEMBER 2023

Objectives of Behaviour Complaints Committee

The Behaviour Complaints Committee is a Committee of Council established for the purpose of dealing with complaints made under Division 3 of Shire of Carnarvon's Code of Conduct for Council Members, Committee Members and Candidates (Code of Conduct).

Legislative Considerations

The Behaviour Complaints Committee is a Committee of Council established in accordance with s.5.8 of the *Local Government Act 1995* (the Act) and the *Local Government (Model Code of Conduct) Regulations 2021*.

Membership

Membership of the Behaviour Complaints Committee will comprise of four (4) Elected Members. Two (2) Council Members will be appointed as Deputy Committee Members.

If an appointed Committee Member is identified in the Complaint as either the Complainant or the Respondent, they are to recuse themselves from the Committee's function by providing an apology. They are to be replaced for the duration of the handling of the subject Complaint by a Deputy Committee Member, selected by the Presiding Members of the Committee. Membership will be for a period of two years to coincide with Local Government Elections

The Committee Members shall elect a meeting Chairperson from the Group membership.

Meetings

A quorum is obtained by the Relevant Behaviour Complaints Officer plus three (3) Committee Members

Meetings are to be scheduled as required by the CEO or Behaviour Complaints Officer in consultation with the Committee Presiding Member.

Reporting

Committee Notice Papers and Agenda will be made publicly available [s.5.94(p), s.5.96A(f)], with the exception of agenda content that relates to that part of the meeting which will be closed to members of the public under s.5.23(2) [Admin.r.14]; and

Committee minutes will be made publicly available [s.5.94(n), s.5.96A(h)], with the exception of Minutes content that relates to that part of the meeting which was closed to the public or was determined as confidential under s.5.23(2).

Committee Functions

The Committee will make recommendations to Council in relation to:

- Dismissing a behaviour complaint in accordance with clause 13 of the Code of Conduct.
- Providing reasons for any such dismissal.
- Making a Finding as to whether an alleged complaint has or has not occurred.
- Determining reasons for such a Finding.
- Where a Finding is made that a breach has occurred, determining:
 - o To take no further action; or
 - o Prepare and implement a plan to address the behaviour of the person to whom the complaint relates.

Code of Conduct and Ethical Practices

Members of the Committee acknowledge that they are subject to the Shire of Carnarvon Code of Conduct for Elected Members, Committee Members and Candidates, and will in the discharge of their duties and responsibilities, exercise honesty, objectivity and probity and not engage knowingly in acts or activities that have the potential to bring discredit to Council.

Expiry and Review

The Committee will operate as per these Terms of Reference for two years at which time the Committee’s functions and Terms of Reference will be reviewed unless, by decision of Council, the Terms of Reference are amended prior to the expiry.

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SHIRE OF CARNARVON COMMUNITY GROWTH FUND COMMITTEE
TERMS OF REFERENCE
NOVEMBER 2023

Objectives of the Community Growth Fund Committee

The Community Growth Fund Committee has been established to consider and make recommendations to Council on funding allocations from the Community Growth Fund.

- To ensure that all applications for funding are considered and assessed in accordance with the principles, terms, and conditions of the Community Growth Fund Policy.
- To ensure unbiased assessment of the merits of each application.
- To ensure Shire funds for this program are well managed.
- To champion the program to the community and stakeholders.

Legislative Considerations

The Community Growth Fund Committee is established by Council in accordance with S.5.8 of the *Local Government Act 1995*. The Committee has no delegated authority.

Membership

The Community Growth Fund Committee (the Committee) will consist of four (4) Elected Members plus one (1) proxy.

Membership will be reviewed biannually immediately following Local Government elections unless, by a decision of Council, an interim appointment is required. All members shall have full voting rights.

The meeting Chair shall be nominated by the Committee Members.

Meetings

The Committee will meet three times per annum within six weeks of each funding round closing.

A quorum is obtained by the attendance of a majority of the membership of the Committee, i.e., three members.

Committee decisions are to be made by consensus in the first instance. If a consensus decision cannot be reached the Chair may request a vote by members in attendance. The Chair will cast the deciding vote if required. The details of any decision made will be recorded including any dissenting views.

Reporting

All secretariat tasks for the Committee will be undertaken by Shire officers appointed by the Chief Executive Officer. All minutes of the Committee meetings will be presented to Council at the earliest available Council meeting. Council officers will prepare a report to accompany the minutes of each meeting. Agendas and minutes of previous meetings shall be forwarded to members at least five working days before the meeting.

Community Functions

The Community Growth Fund Committee will:

- ensure that all applications for funding are considered and assessed in accordance with the principles, terms, and conditions of the Community Growth Fund Policy.
- provide unbiased assessment of the merits of each application.
- champion the program to the community and stakeholders.

Code of Conduct and Ethical Practices

Members of the Committee acknowledge that they are subject to the Shire of Carnarvon Code of Conduct for Elected Members, Committee Members and Candidates, and will in the discharge of their duties and responsibilities, exercise honesty, objectivity and probity and not engage knowingly in acts or activities that have the potential to bring discredit to Council.

Expiry and Review

The Committee will operate as per these Terms of Reference for two years unless, by decision of Council, it is disbanded prior to the expiry and/or the Terms of Reference need to be amended.

At Council’s discretion, the Committee may be reinstated at which time the Committee’s functions and Terms of Reference will be reviewed.



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Three				



LOCAL EMERGENCY MANAGEMENT COMMITTEE (LEMC)

TERMS OF REFERENCE

NOVEMBER 2023

OBJECTIVES

- To implement the objectives of the Western Australian Emergency Management Arrangements Public Statement number 7 as follows:
- To advise and assist the local government in ensuring that local emergency management arrangements (LEMA) are established for its district;
- To liaise with public authorities and other persons in the development, review and testing of local emergency management arrangements;
- The local emergency management arrangements are to set out the following:
 - a. the local government's policies for emergency management;
 - b. the roles and responsibilities of public authorities and other persons involved in emergency management in the local government district;
 - c. provisions about the coordination of emergency operations and activities relating to emergency management performed by the persons mentioned in paragraph (b);
 - d. a description of emergencies that are likely to occur in the local government district;
 - e. strategies and priorities for emergency management in the local government district;
 - f. other matters about emergency management in the local government district prescribed by the regulations; and
 - g. other matters about emergency management in the local government district the local government considers appropriate.
 - h. Local emergency management arrangements are to be consistent with the State emergency management policies and State emergency management plans.
 - i. Local emergency management arrangements are to include a recovery plan and the nomination of a local recovery coordinator.
- To carry out other emergency management activities as directed by the State Emergency Management Committee (SEMC) or prescribed by the Emergency Management Act or Regulations.

Legislative Considerations

The Shire of Carnarvon Local Emergency Management Committee (LEMC) is established in accordance with the *Emergency Management Act 2005* (the Act) section 38 which states that "local government is to establish one or more local emergency management committees for the local government's district."

Membership

In accordance with section 38 (3) (a) of the *Emergency Management Act 2005*, the following members are included:

POSITION	ORGANISATION
<i>Voting Members</i>	
Shire President / Chairperson	Shire of Carnarvon
Councillor	Shire of Carnarvon
Officer in Charge	Carnarvon Police Service
Chief Bush Fire Control Officer	Bushfire Advisory Committee
Director of Nursing	Carnarvon District Hospital
Centre Manager	Carnarvon Silver Chain
Unit Manager	Carnarvon State Emergency Service
Officer in Charge	Carnarvon St John Ambulance
Commander	Carnarvon Volunteer Marine Sea Rescue
Captain	Carnarvon Fire & Rescue Service
District Operations Officer	Dept. of Biodiversity, Conservation and Attractions
District Officer	Dept. of Communities
<i>Non-Voting Members</i>	
Community Emergency Services Manager	Shire of Carnarvon / DFES

With the exception of the Shire President (as this is covered by the Local Government Act 1995), each position holder is entitled to nominate a Deputy Delegate from their organisation for any individual meeting.

The Committee is authorised to co-opt standing ex-officio members not listed under the general membership as non-voting members.

Representation is valid for two years until the next Ordinary Local Government Election Day or until the person resigns.

The Chairperson of the Committee is appointed by the Local Government pursuant to Section 38(3) (a) of the *Emergency Management Act 2005*. Where Council has not nominated a chairperson, the default Chair will be the current serving Shire President of the Council.

Meetings

Meetings shall be held at least four times per year or more often as determined by the Committee and shall follow the minimum procedures as set out in State Emergency Management Policy 2.5.

The quorum for any meeting of the Local Emergency Management Committee is at least 50% of the number of member positions prescribed on the Committee, whether vacant or not.

All voting members of the Committee are required to vote, subject to financial and proximity interest provisions of the Shire.

Meetings are not open to the public as the Committee has no delegated authority.

Reporting

The Community Emergency Services Manager will fulfil the role of non-voting secretary who will also be responsible for preparation and distribution of agendas and minutes.

Minutes shall be in accordance with the *Local Government Act, Section 5.22*.

Committee Functions

The LEMC’s role is:

- o To assist in the preparation and endorsement of the Shire Local Emergency Management Arrangements (LEMA)
- o To review the LEMA in accordance with State Emergency Management Plan 2.4 and State Emergency Management Preparedness Procedure 8
- o To ensure appropriate exercising of the LEMA including the local recovery plan
- o To prepare an annual business plan of proposed committee emergency management strategies, activities and priorities.
- o To prepare an annual report of the Committee’s activities in accordance with State Emergency Management Policy 7.1 Annual Reporting.

Code of Conduct and Ethical Practices

Members of the Committee acknowledge that they are subject to the Shire of Carnarvon Code of Conduct for Elected Members, Committee Members and Candidates, and will in the discharge of their duties and responsibilities, exercise honesty, objectivity and probity and not engage knowingly in acts or activities that have the potential to bring discredit to Council.

Expiry and Review

The Committee will operate as per these Terms of Reference for two years at which time the Committee’s functions and Terms of Reference will be reviewed unless, by decision of Council, the Terms of Reference are amended prior to the expiry.

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MANAGEMENT REVIEW COMMITTEE

TERMS OF REFERENCE

NOVEMBER 2023

Objectives of the Management Review Committee

The objectives of the Management Review Committee are to assist Council to manage its responsibilities in relation to the recruitment, performance management and termination of the Shire's Chief Executive Officer.

Legislative Considerations

The Management Review Committee (the Committee) is established by Council according to:

- a. Schedule 2 of the *Local Government (Administration) Regulations 1996 Model standards for CEO recruitment, performance and termination*; and
- b. Section 5.8 of the *Local Government Act, 1995*.

The Committee does not have any delegated authority, other than performing the role and responsibilities, as outlined in this Terms of Reference. The Committee recommendations must be adopted by Council before identified actions can be implemented.

All recruitment and review processes must be conducted in line with procedural fairness principles under the *Fair Work Act, 2009* and *Equal Opportunity Act, 1984*,

Membership

The Committee will consist of at least (5) members with four (4) being elected members of the local government, including the Shire President, plus one independent member. The independent member cannot be a current elected member, human resources consultant, or staff member of the local government.

All members will have full voting rights.

For the purpose of this Committee the Shire President has been elected the Presiding Member. In the absence of the Shire President a Deputy Presiding Member is to be nominated and endorsed to preside at that meeting in accordance with Section 5.14 of the *Local Government Act, 1995*.

The role of the Presiding Member includes:

- a) Overseeing and facilitating the conduct of meetings in accordance with the Act and the Shire's Standing Orders Local Law; ensuring all Committee members have an opportunity to participate in discussions in an open and encouraging manner; and
- b) Where a matter has been debated significantly and no new information is being discussed, to call the meeting to order and ask for the debate to be finalised and the motion to be put.

A Facilitator is to assist the Committee in the recruitment or performance review processes but is not a member of the Committee and has no voting rights.

Appointment to the Committee is determined by Council following the Ordinary Local Government Elections, for a term to expire on the date of the subsequent Ordinary Local Government Elections in two years. If a member of the Committee resigns prior to an Ordinary Local Government Election, the Council will appoint a replacement.

Meetings

The Committee is to meet at least once a year to facilitate an annual assessment of the CEO's performance, and in relation to matters arising in relation to the CEO position.

A Committee meeting may also be held if called by Council, requested by the Shire President or requested by at least two (2) members of the Committee in writing to the CEO.

The Committee shall meet with the CEO on such dates and at such times as the Presiding Member determines, to receive and discuss an update on the progress of key performance indicators or other matters.

The following voting protocol applies:

Each member of the Committee at a meeting is to only have one vote.

- a) The Chairperson does not in the event of an equality of votes have a casting vote.
- b) In the event of a tied vote the matter will be referred to the Council for deliberation.

A quorum of the Committee is three (3) members.

Reporting

Minutes of Committee meetings will be kept in accordance with section 5.22 of the *Local Government Act, 1995*. The Committee is to close the meeting to members of the public if the meeting deals with any of the matters listed in section 5.23(2) of the *Local Government Act, 1995*.

Committee Functions

The Committee is to fulfill the following functions:

- a) Review the employment applications received through advertising of the CEO position and determine a short listing of applicants to be interviewed.
- b) Review draft interview questions as prepared by the Facilitator and establish the questions to be asked of the interviewees.
- c) Conduct initial interviews, and if determined by the Committee, second interviews with independent scoring of the candidates.
- d) Undertake negotiation with the preferred candidate to reach consensus on an agreed draft of the employment package and wording of the employment contract for consideration by Council.

- e) Provide a recommendation to Council on the preferred candidate for the position of CEO and agreed remuneration package, including employment contract, for Council’s acceptance and adoption.
- f) Further review and recommend changes to Council regarding the key performance indicators for the CEO to achieve the key priorities of the Corporate Business Plan, and any other means that will be used to assess the CEO’s future performance to meet the expectations of Council;
- g) In conjunction with a facilitator, undertake an assessment annually, or as requested by Council, of the CEO’s performance in accordance with the provisions of the CEO’s contract of employment and key performance indicators.
- h) Review the CEO’s remuneration package annually and make recommendations to Council in relation to remuneration in accordance with the CEO’s contract of employment, having consideration to the CEO’s performance, current level of remuneration, and the Salaries and Allowances Determination.
- i) Respond to matters raised by the CEO in the attainment of the performance objectives.
- j) Following each performance review committee meeting report any recommendations to the next Ordinary Council Meeting.

Code of Conduct and Ethical Practices

Members of the Committee acknowledge that they are subject to the Shire of Carnarvon Code of Conduct for Elected Members, Committee Members and Candidates, and will in the discharge of their duties and responsibilities, exercise honesty, objectivity and probity and not engage knowingly in acts or activities that have the potential to bring discredit to Council.

Expiry and Review

The Committee will operate as per these Terms of Reference for two years at which time the Committee’s functions and Terms of Reference will be reviewed unless, by decision of Council, the Terms of Reference are amended prior to the expiry.

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RECONCILIATION ACTION PLAN (RAP) REFERENCE GROUP

TERMS OF REFERENCE

NOVEMBER 2023

Objectives of the RAP Reference Group

The RAP Reference Group will inform and monitor the Shire of Carnarvon's Reconciliation Action Plan implementation through collaboration, communication, and positive relationships.

- Develop and maintain strong relationships between Council and the local Aboriginal community of Carnarvon.
- Provide feedback and comment in relation to Shire of Carnarvon's Reconciliation Action Plan.
- Assist with and monitor the progress of Shire of Carnarvon's Reconciliation Action Plan deliverables.
- Provide input into reviewing, evaluating, and developing future Reconciliation Action Plans developed by the Shire of Carnarvon.
- Inform and advise the community of actions that have taken place as a direct result of the Reconciliation Action Plan.
- Raise awareness and advocate for improved access to Council services by Aboriginal people, cultural relevance and appropriateness of all Council services, policies, and programs.
- Facilitate Council's access to Aboriginal and resident's businesses, stakeholders, and community leaders.
- Assist Council to identify and remove barriers to equal participation for Aboriginal people and community.
- Advocate for Aboriginal community, promoting recognition of contribution to community.

Legislative Considerations

The Community Growth Fund Committee is established by Council in accordance with S.5.8 of the *Local Government Act 1995*. The Committee has no delegated authority.

Membership

The RAP Reference Group will consist of:

- One (1) Elected Member of Council, the Chief Executive Officer and one (1) Council staff member, one of which shall be the Chairperson and Co-chairperson.
- One (1) Elected Member of the Yinggarda Aboriginal Corporation (PBC) and one (1) Elected Member of the Nganhurra Thanardi Garrbu Aboriginal Corporation (PBC).
- Up to five (5) community members consisting of Aboriginal residents and service providers/stakeholders.

The membership of the group should be diverse and reflect the Aboriginal and Torres Strait Island Community in the Carnarvon Region.

The group will seek to build and reflect diversity within its membership and have inclusive practice.

Meetings

The Shire of Carnarvon RAP Reference Group will meet a minimum of four times a year, with the possibility to arrange additional meetings as required.

Dates and times of the meetings will be set in advance at the first meeting of the Shire of Carnarvon RAP Reference Group.

Should a change in meeting or time be required, members of the Group will be notified by the Reconciliation Action Plan Officer.

Members unable to attend a scheduled meeting are required to notify the Reconciliation Action Plan Officer prior to the meeting.

Where specialist advice is required on a specific issue and the expertise is not available with the Reference Group, suitable stakeholder representatives will be invited to attend meetings on as needs basis.

A quorum of current group members is required for a meeting to take place, with a quorum being most of the current membership.

Voting at a meeting must be open and a question is decided by a majority of the votes of members present.

Each member present has a vote on each question to be decided, and if the votes are equal, the chairperson presiding has the casting vote and if a member fails to vote, the member is taken to have voted in the negative.

Reporting

All secretariat tasks for the Reference Group will be undertaken by Shire officers appointed by the Chief Executive Officer. Minutes of the meeting must include the names of Councillors and group members present at the meeting and if a division is called on a question, the names of all persons voting and how they voted must be included.

At each meeting the minutes of the previous meeting must be confirmed by the group members present.

Shire representatives attending the RAP Reference Group will report the advice of the Group back to Council in a timely manner.

Members of the RAP Reference Group are encouraged to report back to their respective community members on the group's advice and Council decisions.

The RAP Reference Group has no decision-making responsibilities over Council's operational function or staff. The role of the Group is to offer advice, support, and guidance to Council.

Where a decision of Council is required, the RAP Reference Group must make a recommendation which will be presented to the next Ordinary Meeting of Council for consideration.

Code of Conduct and Ethical Practices

Members of the Reference Group acknowledge that they are subject to the Shire of Carnarvon Code of Conduct for Elected Members, Committee Members and Candidates, and will in the discharge of their duties and responsibilities, exercise honesty, objectivity and probity and not engage knowingly in acts or activities that have the potential to bring discredit to Council.

Expiry and Review

The Reference Group will operate as per these Terms of Reference for two years unless, by decision of Council, it is disbanded prior to the expiry and/or the Terms of Reference need to be amended.

At Council’s discretion, the Reference Group may be reinstated at which time the Reference Group’s Terms of Reference will be reviewed.

DOCUMENT CONTROL

VERSION	DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
One	April 2023	CEO	New Terms of Reference	April 2023
Two	November 2023	CEO	Formatting changes to aim for consistency with other Terms of Reference	TBC
Three				

To: Andrea Shelvey
Chief Executive Officer
Shire of Carnarvon
PO BOX 459
CARNARVON 6701 WA



Dear Andrea,

30th Sept 2023

I am writing to extend a warm invitation on behalf of the WA Croatian Chamber of Commerce and within Croatia – the municipality of Antunovac to explore the possibility of establishing a sister city relationship between Carnarvon.

Having researched potential partners, we believe that forging a connection between Carnarvon and a city in Croatia would not only serve as a delightful cultural exchange but also foster mutually beneficial relationships in various fields, such as education, tourism, agriculture and economic development. Croatia, with its rich history, vibrant culture, and stunning landscapes, has long captured the imagination of residents of Croatian heritage within Carnarvon. We envision that a sister city relationship would provide an excellent platform for fostering cross-cultural understanding, promoting tourism and creating opportunities for educational and economic collaboration.

Moreover, this partnership aligns with our shared commitment to global cooperation and community development. We believe that we can create enduring friendships, encourage the exchange of ideas, and contribute to the prosperity of both communities. I propose that we initiate a dialogue to explore the practicalities of collaboration. We are enthusiastic about the idea of exchanging delegations to facilitate face-to-face discussions and to lay the groundwork for this venture and I discussed this with Ivan Anusic the county representative.

I look forward to the possibility of working together to make this vision a reality. Please let us know a convenient time for a discussion or meeting to explore this proposal further. Your consideration of this invitation is greatly appreciated, and we are hopeful for a positive response.

Thank you for your time and consideration.

Sincerely,
Luke Jurčević
Luke Jurčević
President
WA Croatian Chamber of Commerce
PO BOX 120
JOONDALUP DC 6919 WA. Ph: 0409 395 315
luke@croatiacommercewa.asn.au



≡ IZBORNIK

Economy and entrepreneurship

The Municipality of Antunovac pays special attention to encouraging a positive economic and entrepreneurial climate in its area. We strive to further strengthen our entrepreneurial potential by creating attractive business opportunities in the Antunovac Economic Zone, and with the special goal of strengthening small and medium-sized enterprises and helping entrepreneurs beginners, the Antunovac Business Incubator and accelerator operates. Additional support is provided by supporting institutions for economy and agriculture – Agency for Sustainable Development of Antunovac Municipality RODA d.o.o. and LAG Vuka-Dunav.

Antunovac Economic Zone

The Antunovac Economic Zone was built in 2012 according to a unique model of connecting private capital with public welfare, where a private investor invested its own funds in the construction of public infrastructure on 140,000 m² and after construction transferred the built infrastructure into the ownership of the Antunovac Municipality and other public law bodies. In 2015, the State Office for the Disposal of State Property for the purpose of expanding the Economic Zone donated an additional 58,042 m² to the Municipality of Antunovac. The new extension opened a new possibility for building large-scale production capacities and employing a larger number of employees.

Antunovac Economic Zone is equipped with energy infrastructure (electricity, public lighting, gas, gas substation, connections to the public network and/or built substation and other energy connections), utility infrastructure (water supply, water supply and storm installations, sewage and drainage – fecal, storm, technological, connections to the

public network), transport infrastructure (access roads, roads within the business zone, i.e. entrepreneurial support institutions, parking lots, loading ramps, etc.) and communication infrastructure (telephone and Internet, radio, TV network, etc.).

Due to the excellent business conditions, position and size, and due to the proximity of all major road traffic routes of the railway corridor, the proximity of the river and airport and the proximity of the highway and corridor 5C, all parcels of the Antunovac Economic Zone are currently filled. The interest of investors is still high, so the Municipality of Antunovac submitted a project application "Construction of infrastructure in the expansion of the Antunovac Economic Zone".

The implementation of the project worth HRK 3,911,670.56 will expand the construction area of the zone to a new 5.8 ha, which will develop and improve the quality and accessibility of the existing zone to entrepreneurs with the aim of attracting new investments and creating opportunities for job creation. This will increase the number of entrepreneurs operating in the Antunovac Economic Zone and will increase the intensity of activation of the zone at least to 95% of the available building area intended for entrepreneurs, by building basic utility infrastructure and accessibility of the same for new 17 plots.



Business Incubator and Accelerator Antunovac (PIA Antunovac)

The Antunovac Business Incubator and Accelerator is located in the Antunovac Economic Zone, and it is a 3,179 m² facility built with the aim of supporting small and medium-sized enterprises in the wider area. Business Incubator and Accelerator Antunovac is the result of the successful implementation of the capital project of the Municipality of Antunovac worth HRK 21,402,869.68, and approved and co-financed under the Operational

Programme "Competitiveness and Cohesion" in the amount of HRK 19,698,872.28. In addition to the favorable rental of business and production and business premises, PIA Antunovac offers institutional support of entrepreneurial support institutions for the initial start and acceleration development of entrepreneurship and high technological equipment.

The activities of the Business Incubator and accelerators are aimed at providing quality services of entrepreneurial institutions in terms of business support to small and medium-sized entrepreneurs, as well as those who want to start a business, mentoring, informing, recognizing innovative ideas, support in searching for financial instruments and connecting the activities of incubator tenants. There is also the possibility of using new technologies, innovative services of a virtual assistant and incubator of business ideas and additive technology of 3D printers.

Additional information, news and information on the lease of business premises in PIA Antunovac can be found on the official website [of the Antunovac Business Incubator and Accelerator](#).



Agency for Sustainable Development of Antunovac Municipality RODA d.o.o. for economic and rural development and entrepreneurship promotion

Agency for Sustainable Development of Antunovac Municipality – RODA d.o.o. for economic and rural development and promotion of entrepreneurship (Agency RODA d.o.o.) was founded in December 2013 as a company and is in charge of operational

implementation of measures for the development of the economy and entrepreneurship at the local level, encouraging and attracting investments and initiating and implementing projects to stimulate economic development and entrepreneurship, uniting the work of economic entities, local and regional entrepreneurial institutions and higher education institutions and knowledge centers. The activities of Agency RODA d.o.o. are primarily the design and development of programs and projects for the local self-government unit for obtaining grants through national and European funds and advisory and consulting services to entrepreneurs, family farms and all other entities from the Osijek-Baranja County. The Agency is registered as an entrepreneurial support institution in accordance with the Entrepreneurial Infrastructure Improvement Act and verified in the Single Register of Entrepreneurial Infrastructure – JRPI at the Ministry of Economy, Entrepreneurship and Crafts.

Precisely for the purpose of promoting entrepreneurial and economic potential and investment in the rural economy, the project of building the Antunovac Business Incubator and Accelerator, which is operationally implemented by Agency RODA d.o.o. from August 7, 2017 to August 7, 2019, has been launched. The objectives of launching the project are, along with the offer of business and production space and common services, market research and assistance in product development, offering various education for entrepreneurship, businessmen, agricultural producers and family farms, providing assistance to existing entrepreneurs and subsidized use of business premises for the purpose of strengthening entrepreneurship and economy.

Agency RODA d.o.o. provides support to the Municipality of Antunovac in activities of attracting domestic and foreign investors to the Antunovac Economic Zone, primarily through marketing activities of promoting the Antunovac Economic Zone and informing entrepreneurs, which ensures the growth and development of entrepreneurship, creating conditions for increasing entrepreneurial potential and increasing the number of employees.

Additional information and news can be found on the official website [of the Agency for Sustainable Development of antunovac municipality – RODA d.o.o.](#)



Agencija za održivi razvoj Općine **Antunovac** RODA d.o.o.
za gospodarski i ruralni razvoj i poticanje poduzetništva

LAG Vuka-Danube

Since its establishment in 2012, the Local Action Group Vuka-Danube has contributed to the sustainable development of the rural area of its spatial activity by providing quality and accessible services, ensuring the flow of information and knowledge transfer for progress in the development of the rural economy and the local community, and encouraging the exploitation of existing potentials for rural development and the development of tourist offer, making an effective and transparent local partnership. LAG Vuka-Danube includes the municipalities of Antunovac, Čepin, Erdut, Ernestinovo, Šodolovci, Vuka, Vladislavci and part of the city of Osijek, i.e. five local committees: Brijest, Josipovac, Sarvaš, Tenja and Višnjevac, within which a total of 32 settlements have been deployed.

LAG Vuka-Danube bases its activities on three main strategic goals – development and strengthening of economic potential, improving the state of the entire infrastructure and improving living conditions and quality of housing in settlements and protecting the environment, natural and cultural heritage, energy efficiency and rational use of natural resources and the use of renewable energy sources.

In March 2018, Davor Tubanjski became president of LAG Vuka-Dunav, continuing the continuous progress nurtured by the former president Nataša Tramišak. LAG Vuka-Dunav as a co-organizer participates in many traditional local events, within which workshops and education for farmers and businessmen were conducted. In addition, LAG Vuka-Dunav is a support to local businessmen, producers and craftsmen, making it easier for them to promote their own products by participating in various economic and local fairs throughout the Republic of Croatia.

In further work, LAG Vuka-Dunav plans to continue encouraging innovation and selecting projects that will be financed from the Rural Development Program of the Republic of Croatia for the period 2014-2020, as well as other funds at the national and international level. More information can be found on the official website [of LAG Vuka-Dunav](#).



INFORMATION

New website of Antunovac Municipality

31 May 2019

MORE NOTIFICATIONS



 **TIME**

Local time

5:09

Danas

20 November 2023



5°C
3m/s

Tuesday

21 November 2023



9°C
5m/s

Wednesday

22 November 2023



7°C
6m/s

Thursday

23 November 2023



6°C
2m/s

Weather data by [OpenWeatherMap.org](https://openweathermap.org)

 **FEATURED GALLERY**



JNF24 – PROGRAM OVERVIEW

JNF24 Festival Theme – ‘A GATHERING PLACE’ *(TBC Baiyungu trans.)*

The Jamba Nyinayi Festival (JNF) is a unique new community festival and local indigenous arts and cultural showcase event, hosted and held on Baiyungu Country at Cardabia (*Gunjayindiya*) Station, just outside Coral Bay, WA. Our aim in 2024, is to create new opportunities and connections by inviting all people interested in authentic experience, from all communities and nations to ‘come together’. Focus is on delivering intimate and inspirational cultural tourism activations shared by the Baiyungu people, Traditional Owners of the amazing World Heritage Ningaloo region in WA.

Proposed Date: Friday, 12 April 2024

All Attendees at JNF Mainstage Festival Site (Same as 2023).

Target attendance 2000-3000 pax (max.), incl. All Campers.

JNF24 Program - Mainstage Performances & Presentations (TBC)

9.35 – 10.15	Ziggy Ramo (10-15min possible encore after 10.15pm)
8.50 – 9.25	Emma Donovan & The Jamba Nyinayi Festival Band
8.10 – 8.40	Dave Milroy & Lucky Oceans
7.40 – 8.00	Razzy Mac/Fred Ryan
7.05 – 7.35	The Jamba Nyinayi Festival Band (+ Special Guests - Fred Ryan tbc.)
7.00 – 7.01	<i>Baiyungu silence & reflection</i>
6.50 – 7.00	Festival Presentation: First Lights – ‘Gunjayindiya’ (or alternate*)
6.35 – 6.50	Welcome to Country BAC Speeches incl. JNF Ambassador (tbc.)
6.15 – 6.35	Kankawa Nagarra (Olive Knight) (+ Special Guests)
5.40 – 6.10	Regional Dance Act (Binmaga tbc.) (JNF24 Theme, ‘A Gathering Place’)
5.15 – 5.35	Pundarra Guntharri/Coral Spawn Dancers (Local Dance presentation)
5.00 – 5.15	Welcome Performance (JNF24 Theme song & dance)
4.00 – 5.15	JNF24 Gates Open: Local Market Stalls & Vendors

JNF24 Program Notes –

- All acts ready to go prior to all previous acts finish, saving changeover time.
- 5 min changeover for Kankawa - onto stage and set up before RA Dance finishes.
- The JNF band and backline stays set up, to also minimize all changeover times.
- Headlines Acts – allow for changeover times be slightly longer, i.e., Fred Ryan, Emma D.

JNF24 – PROGRAM OVERVIEW (Draft)



JNF24 - On Country Camping & Experience Program

In 2024, we also take our first steps towards achieving the broader cultural tourism goals of the BAC at Cardabia (*Gunjayindiya*) Station by introducing a very limited number of paid On Country camping & experience packages. Offering a unique station stay including extended festival content as well as intimate cultural activities and experiences available for all those who'd like to come and sit with us and "rest a while" (*Jamba Nyinayi*) for a little longer on Gunjayindiya at JNF24.

Thursday, 11th April 2024 (Festival Eve)

Welcome Cook Up & Campfire Sessions: 5pm – 10pm

Campers Only (G Block Festival Hub). 500 pax (max.)

- 5.30 – 7.00 **Campfire Cook Up:** Traditional food & local produce, shared around the campfire
- 7.00 – 7.15 **Baiyungu Welcome:** WTC & TO's sharing the JNF24 theme, language & yarning
- 7.15 – 7.45 **Campfire Sessions, Dance:** Selected mainstage Contemporary & Traditional Dancers
- 7.45 – 7:30 **Campfire Sessions, Didgeridoo:** Local Performer (tbc.), performance & yarning
- 7:45 – 9.00 **Campfire Sessions, JNF 'Jam':** Select mainstage Artists presenting acoustic & intimate performance & yarning (David Milroy & Lucky Oceans, Kankawa Nagarra & guests)
- 9.00 – 9.30 **Campfire Sessions, Astrology:** TO's & leading WA astrologer 'duo', interactive.

Friday, 12th April 2024 (Festival Day)

JNF24 Workshops Program: 9am – 12pm

Campers Only (G Block Festival Hub). All optional and limited numbers, per offering. 500 pax (max.)

- 9.00 – 10.00 **Baiyungu Culture & Language (x1):** Cultural Facilitators (Hazel W. & Gwen P.)
- JNF24 Artist/Facilitators**
- 10.00 – 12.00 **Traditional Painting (x1):** Maureen Foster (nee Toms)
- 10.00 – 12.00 **Traditional Crafts (x2):** Antoinette (Toni) Roe & Karla Tittums
- 10.00 – 12.00 **Song Writing (x2):** Dave Milroy & Ziggy Ramo
- 10.00 – 12.00 **Instrumental Skills (x2):** Lucky Oceans & Roy Martinez
- 10.00 – 12.00 **Dance & Movement (x1):** Janine Oxenham & Candice Dia

JNF24 – PROGRAM OVERVIEW (Draft)



JNF24 - On Country Camping & Experience Program

(Cont.)

Baiyungu Long Table Lunch: 12.30pm – 2pm

JNF24 Campers & VIP Only (Old Shearing Shed). (Ltd. release for purchase - 150 pax (max.))

12.30 – 2.00 **Long Table Lunch (x1):** Traditional food & local produce showcased in a sit-down service delivered by local Chefs & Community w/JNF Kitchen Staff & Team Support.

JNF24 - Mainstage Performances & Presentations: 4pm – 10pm

(All Attendees, from 4pm) (AS ABOVE)

Saturday, 13th April 2024 (Festival Day After)

Cultural Breakfast & Ningaloo Tours & Experiences: 9am – 4pm

Campers Only (G Block Festival Hub). 500 pax (max.)

9.00 – 11.00 **Damper & Bush Honey Breakfast:** TO Campfire cook up & yarning with all on the morning after, sharing the intimate and inspirational experiences of JNF24.

12.00 – 4.00 **'On Country' Cultural Tours & Experiences*:** (BAC & Baiyungu Dreaming) Cardabia Station & Ningaloo Region cultural knowledge *(All Costs & Avail. - TBC)*

Coral Bay & Ningaloo Tours*: (Local Operators) *(All Costs & Avail. - TBC)*

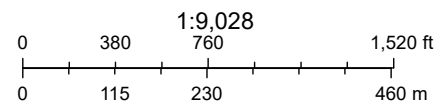
*All packages are subject to availability and must be either, pre-booked and/or purchased from a JNF24 Market Stallholder/Vendor, the previous day.

On Country Camping & Experience Program Notes

- All JNF24 Artists, Creatives & Vendor stallholders will be on-site, ready for the main stage event day, making the workshop program manageable in terms of capacity/experiences and delivery available for all JNF24 Camping attendees, w/packages.
- All Tours & Experiences offered as optional (majority of campers would pack and leave, as a tourism bundled 'extension' of the JNF experience. "On Country' Tours (offered and programmed around TO capacity, tbc.) and other Tour Operators (working w/TWA to package & bundle).

JNF24 – PROGRAM OVERVIEW (Draft)

Coral Bay



CF001		PURCHASING AND PROCUREMENT	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:	27 May 2014	REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:	CF003 - Tenders Management Policy CF002 - Regional Price Preference Policy		
LEGISLATION:	s3.57 of LGA, Regulation 11A of Functions & General Regulations Local Government (Functions and General) Regulations 1996 Regulation 11 and Regulation 18(4) Local Government Act 1995 (“the Act”) and the Local Government Act (Functions and General) Regulations 1996 (“the Regulations”). State Records Act 2000 (WA) and associated records management practices and procedures of the Shire of Carnarvon. Relevant legislation, regulations, and requirements consistent with the Shire of Carnarvon’s policies and Code of Conduct State Government’s Regional Price Preference Policy		
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	XXX	XXX

CF001 Purchasing and Procurement

OBJECTIVES

To provide a clear goods and services purchasing framework to ensure the Shire of Carnarvon delivers purchasing regulatory compliance, value for money, efficiency, transparency, and integrity to its service delivery.

POLICY STATEMENT/S

1. Principles

Shire of Carnarvon purchasing shall:

- a) adhere to statutory obligations;
- b) seek value for money to achieve the most advantageous outcome for the Shire;
- c) be consistent, efficient, effective, and transparent;
- d) maintain fair and ethical practices;
- e) declare any conflicts of interest consistent with the Code of Conduct;
- f) maintain commercial confidentiality;
- g) be undertaken competitively and impartially; and
- h) seek to maximise local content.



2. Accountability

Shire of Carnarvon employees shall be accountable for their purchasing decisions under the provisions of the Code of Conduct.

3. Value for Money

Value for money accounts for:

- a) user requirements,
- b) quality standards,
- c) sustainability,
- d) life cycle costs; and
- e) service benchmarks.

Specification compliance and total ownership cost of goods and services outweigh obtaining lowest direct purchase price.

Where higher priced conforming offers are recommended, benefits shall be demonstrable.

Value for money assessment shall consider:

- a) total ownership cost including but not limited to transaction and acquisition costs, delivery costs, distribution costs, consumables, deployment, maintenance, and disposal;
- b) technical merit of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions, and any relevant methods of assuring quality;
- c) value adds offered, warranties, guarantees, repair and replacement policies, ease of inspection, after sales service and integration with existing systems; and
- d) financial viability and capacity of the supplier, supplier experience, financial viability, longevity, and default risk.

4. Sustainable Purchasing

The Shire is committed to sustainable purchasing, which is defined as the procurement of goods and services that have less environmental and social impacts than competing goods and services. Where appropriate, specifications shall seek to include goods, services and/or processes that minimise negative environmental and social impacts and embrace Corporate Social Responsibility (CSR).

The Shire will ensure that sustainable considerations, as well as CSR, are balanced against value for money outcomes.

5. Economic and Business Development for Aboriginal Businesses



The Shire is committed to creating a supportive and inclusive environment for Aboriginal businesses to thrive and contribute to the local economy. This not only benefits Aboriginal communities but can also lead to a more diverse and robust business landscape.

Steps that the Shire will take include:

- **Clear Communication:** Language used in seeking quotes or tenders will be inclusive and inviting to Aboriginal-owned businesses.
- **Accessible Information:** Information about tendering or quoting processes, requirements, and deadlines will be easily accessible to all interested parties, including Aboriginal businesses.

6. Purchasing Value

Purchasing value shall:

- a) be exclusive of Goods and Services Tax (GST),
- b) be the actual or estimated value over the full contract period; and
- c) incorporate any approved variation to the scope of the purchase.

7. Purchasing Under Established Shire Contracts

Goods and services purchased under established Shire contracts shall be limited to the Shire contract scope extent.

General trade services contracts (e.g., Electrician, plumbing cleaning, etc.) shall include a provision that an individual purchase exceeding the regulatory tender threshold shall be subject to an individual public tender process.

8. Purchasing Thresholds

Goods and/or services shall be purchased in accordance with the applicable Table 1 purchase threshold unless:

- a) exempted under the Local Government Act 1995 and associated regulations; or
- b) purchased from a WALGA Preferred Supplier Panel member; or
- c) under a current Shire contract for provision of those goods and/or services; or
- d) exempted under this policy.

Purchasing Value (Excl GST)	Required Purchasing Process
\$0 - \$2,500	Direct purchase from suppliers. No quotation required. Market testing is encouraged.
\$2,501 - \$6,000	Obtain at least one written quotation (includes copies of supplier catalogues or websites). Market testing is encouraged.



\$6,001 - \$25,000	Obtain at least two (2) written quotations from suppliers based upon a brief provided to suppliers outlining specified requirements. Supplier appointment directed by best value for money principle.
\$25,001 - \$75,000	Obtain at least three (3) written quotations from suppliers based upon a brief provided to suppliers outlining specified requirements. Supplier appointment directed by best value for money principle.
\$75,001 - \$249,999	Conduct a formal Request for Quotation (RFQ) process in accordance with the Shire’s Request for Quotation procedures. Obtain at least three written RFQ submissions. Procurement decision shall be based on pre-determined evaluation criteria that assesses value for money considerations.
\$250,000 and above.	Conduct a public Tender process in accordance with the Local Government Act 1995 and associated regulations. The purchasing decision shall be based on pre-determined evaluation criteria that assesses value for money considerations in accordance with Policy C013 Tender Selection Criteria

TABLE 1

Purchasing thresholds do not prevent the utilisation of requirements for a higher threshold bracket for a particular procurement when considered beneficial. In that case the purchasing process used shall be in accordance with the higher threshold band requirements.

9. Anti-Avoidance

The Shire shall not enter two or more contracts or create multiple purchase order transactions of a similar nature for the purpose of "splitting" the value of the purchase or contract to take the value of the purchase in consideration below a particular purchasing threshold.

10. Purchasing Threshold Exemptions

Goods and services in Table 2 shall be exempt from the Table 1 purchasing threshold requirements to the limit and extent nominated in Table 2.

Table 2

Exempt Goods and/or Service	Exemption Limit and Extent
<i>Live Shows, Artistic Performances, Art Work</i>	Exempt up to a maximum of \$150,000 in any one instance where the show, performance, or artwork is a unique product or service.



<i>Freight</i>	Exempt up to a maximum of \$20,000 in any one instance. Where possible market testing is encouraged.
<i>Travel/Airfares</i>	Exempt up to a maximum of \$10,000 in any one instance. Where possible market testing is encouraged. An equitable approach to purchasing this service from any local travel suppliers shall apply.
<i>Leasing of Property</i>	Exempt up to a maximum of \$75,000 p.a. in any one instance.
<i>Souvenirs and Tourism Merchandise</i>	Exempt up to a maximum of \$10,000 in any one instance where the merchandise is a unique product or service in accordance with s3.58 of the Local Government Act 1995.
<i>Software and other annual subscriptions</i>	No limit. Recurrent subscription costs shall be considered in the initial purchasing value for money assessment.
<i>Insurance Renewals</i>	No limit. Recurrent subscription costs shall be considered in the initial purchasing value for money assessment.
<i>Sole Source of Supply</i>	No limit. Sole source of supply validity must be demonstrated, documented, and approved by the CEO, Deputy CEO or Executive Manager Infrastructure Services.

11. Local Purchasing

Purchasing from local suppliers shall be sought where local supply of goods and services is available.

Regional price preference shall be applied to eligible local suppliers in accordance with the Council adopted Regional Price Preference Policy.

12. Purchasing Procedures

Purchasing procedures shall be maintained consistent with the operational implementation of this policy. Quotations and Tenders shall be obtained in accordance with the purchasing procedures.

13. Purchasing Records

All records associated with all purchasing categories will be recorded and retained in line with the provisions of the State Records Act 2000 and Shire of Carnarvon policies and procedures.



CF002		REGIONAL PRICE PREFERENCE	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:	23/08/2023	REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:	CF001 – Purchasing and Procurement Policy		
LEGISLATION:	LGA 1995 s. 3.57 LG F&G Reg. 1996 Part 4A – Regional price preference		
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	Definition of "Regional"	XXXX

CF002 Regional Price Preference

OBJECTIVES

To maximise the use of competitive local business in the procurement of goods and services and to encourage employment of local people to encourage economic growth within the town and the region.

Note: this policy should be read in conjunction with the following:

- CF001 Purchasing Policy
- CF003 Tender Management Policy

POLICY STATEMENT/S

This Policy applies to all purchases over \$75,000 (excluding GST) for goods or services under Purchasing Policy (CF001), except for quotations obtained from a supplier under an existing Preferred Supplier Contract of a Pre-Qualified Supplier.

On a case-by-case basis, the policy may be applied to purchases between \$6,000 to \$75,000.

Price Preference

A preference will be given to a regional tenderer/ respondent by assessing their tender/ quotation as if the price bids were reduced by:

- 10% (up to a maximum of \$50,000 excluding GST)) for goods and services,
- 5% (up to a maximum price reduction of \$50,000 (excluding GST)) for construction (building).

Definition of Regional

Regional is defined as a supplier who has been operating a business continuously out of premises located within the municipal boundaries of the Shires of Carnarvon, Exmouth, Upper Gascoyne, and



Shark Bay, and where local governments of those areas have a reciprocal policy that includes the Shire of Carnarvon.

Seeking Regional Price Preference Consideration and Proof of Eligibility

Regional tenderers or respondents to requests for quotations must indicate in writing that they wish the regional price preference to be considered in any one tender or quotation process.

Suitable proof of eligibility must be submitted with the tender or quotation process.

A supplier of goods or services who submits a tender is regarded as being a regional tenderer for the purposes of this Part as defined by the Part 4 Local Government Functions and General Regulations 1996.

Application of the Levels of Preference

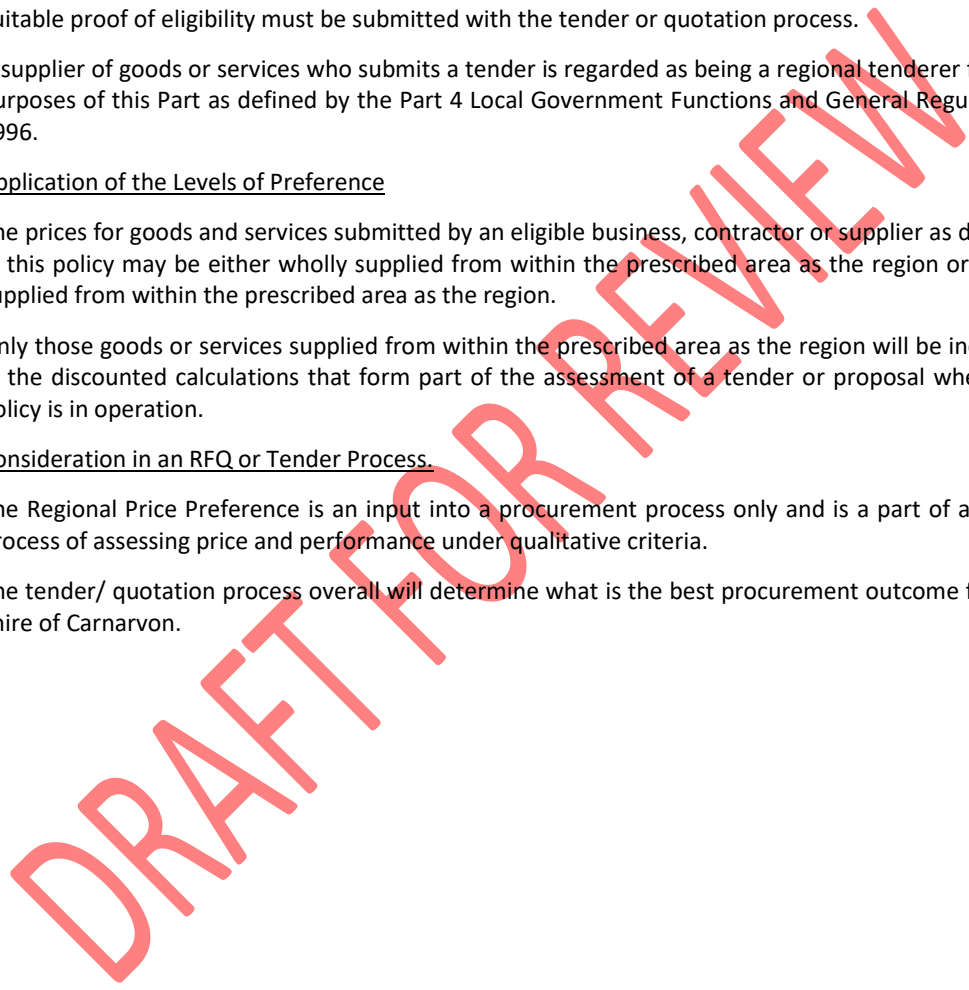
The prices for goods and services submitted by an eligible business, contractor or supplier as defined in this policy may be either wholly supplied from within the prescribed area as the region or partly supplied from within the prescribed area as the region.

Only those goods or services supplied from within the prescribed area as the region will be included in the discounted calculations that form part of the assessment of a tender or proposal when this policy is in operation.

Consideration in an RFQ or Tender Process

The Regional Price Preference is an input into a procurement process only and is a part of a wider process of assessing price and performance under qualitative criteria.

The tender/ quotation process overall will determine what is the best procurement outcome for the Shire of Carnarvon.



CF003		TENDER MANAGEMENT	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:	CF001 – Purchasing and Procurement Policy CF002 – Regional Price Preference Policy		
LEGISLATION:	Local Government Act 1995 s3.57 Local Government (Functions and General) Regulations 1996 Part 4		
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	Formalise Assessment Panel; and Formalise two-stage assessment process.	XXXX

CF003 Tenders Management Policy

OBJECTIVES

To:

- Ensure compliance with s3.57 of the Local Government Act 1995 and Part 4 of the *Local Government (Functions and General) Regulations 1996*.
- Establish generic assessment criteria for the evaluation of Tenders to streamline and standardise the Request for Tender process.
- Ensure that Shire procedures for selecting successful tenders are transparent and consistent, and results in best-value outcomes considering life-cycle costing, quality, and safety.
- This policy should be read in conjunction with the following:
 - CF001 Purchasing and Procurement Policy
 - CF002 Regional Pricing Policy

In the event of any conflict or inconsistency between these policies, the provisions of this Policy shall apply.

POLICY STATEMENT/S

Introduction

This Policy applies to all tenders determined by Council, or by the CEO under delegated authority.



It is essential that tender documents are structured to provide all relevant information to potential tenderers and achieve a good tender submission.

This includes information regarding the tender process, the draft contract, the scope of works and a pricing schedule. Whilst each scope of works and pricing schedule is unique, the structure of each tender document will be the same.

A well-structured tender document will guide the potential tenderer in providing a clear and complete tender submission.

A good tender submission will be vital for the panel to evaluate each submission to its full potential. The panel will need to ensure that the evaluation process is efficient and transparent.

Making assumptions about the information and pricing provided by the tenderers should be avoided.

Furthermore, the tender document must advise tenderers about the selection criteria and the weighting of each criterion.

These criteria assist the panel in evaluating each Submissions. By applying a weighting (in %) to each criteria the Panel can compare the received submissions. This policy sets out the standard criteria to be advised in the tender document and used for the tender evaluation.

Assessment Panel

An assessment panel shall be established prior to the closing of the tender.

The panel must contain a minimum of 3 members.

Tender Assessments

Tenders received are to be assessed using a two-stage process:

1. Administrative compliance – tenders must be rejected if received after the tender deadline. Tenders may be rejected for other reasons such as missing or incomplete submissions, depending on the extent and importance of the information required.
2. The published assessment criteria and weightings detailed within the tender document must then be assessed by the evaluation panel and a written assessment compiled by the authorizing officer.

This assessment report is to detail:

- The tender objective(s) and a description of the goods or services being purchased,
- Describe the process of obtaining tenders (i.e., from advertising through to assessment),
- Any clarifications sought from any tenderer that affected how a tender was assessed,
- Describe the tenders received how they were assessed against the selection criteria,



- A comparison between tendered amounts and budgetary provision; and
- A recommendation as to which tender should be accepted.

If no tender is recommended for acceptance, the report must detail reasons why and recommend any actions to progress the purchase of the service or goods.

Minor Variations

If after the tender has been publicly advertised and a successful Tenderer has been chosen but before the Contract is entered into, a minor variation may be made.

A minor variation will not alter the nature of the goods and/or services procured, nor will it materially alter the specification or structure provided for by the initial tender.

Standard Tender Selection Criteria

When calling for request for tender (RFT) and evaluating tender submissions the following criteria categories shall apply, along with weighting and/ or actions:

(a) Compulsory criteria

Tenders will be disqualified from evaluation if:

- It is not submitted before the deadline; or
- When required:
 - A pricing schedule is not provided and fully priced against pricing schedule; and/ or
 - Critical assumptions are not provided.

(b) Qualitative criteria

Criteria	Weighting	
	Goods & Services	Infrastructure/ Construction
Relevant Experience	25%	25%
Respondents' Resources	15%	15%
Key Personnel Skills	25%	15%
Demonstrated Understanding	15%	25%

Consideration of Regional Price Preference

A weighting as set out in the Regional Price Preference Policy will be considered, where relevant, in the tender evaluation process.

This will be applied as part of the price evaluation process.



The tenderer must formally seek consideration of the Regional Price Preference Policy in the evaluation process and must provide information as required under that policy.

Tender Preparation Guidelines

The Shire shall include, where relevant and appropriate, tender preparation guidelines in each tender to assist prospective tenderers’ understanding of the Shire’s broad approach for each compulsory and quality section criteria.

These guidelines will be provided as background information to the tender process but will be subsidiary to any specified requirements.

These guidelines will be included as Appendix 1 in this policy but may be changed from time to time outside any formal policy review.

Awarding of Contracts

All tenders are to be submitted to the Council for determination, except those determined by the CEO, under delegated authority.

A letter of award will be provided to the successful candidate. Following acceptance of a tender recommendation by the CEO or Council, each Tenderer shall be notified of the outcome of the tender.

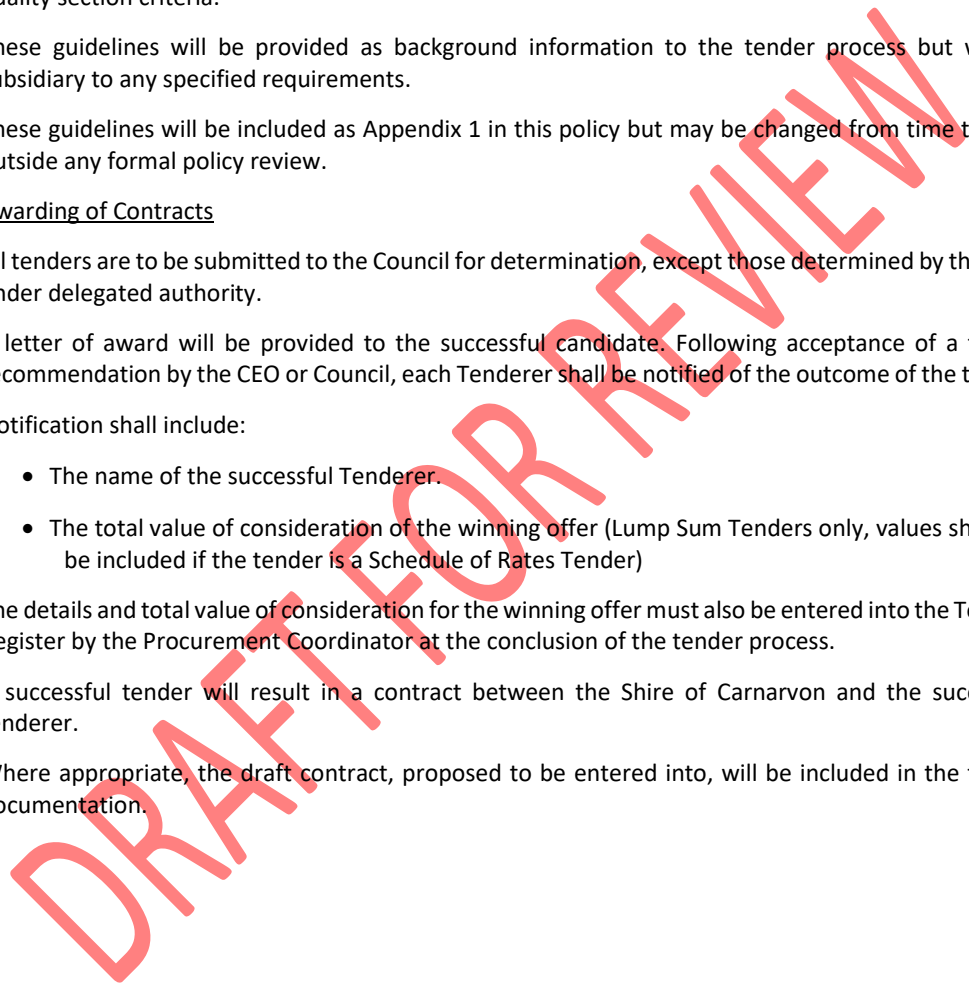
Notification shall include:

- The name of the successful Tenderer.
- The total value of consideration of the winning offer (Lump Sum Tenders only, values shall not be included if the tender is a Schedule of Rates Tender)

The details and total value of consideration for the winning offer must also be entered into the Tenders Register by the Procurement Coordinator at the conclusion of the tender process.

A successful tender will result in a contract between the Shire of Carnarvon and the successful tenderer.

Where appropriate, the draft contract, proposed to be entered into, will be included in the tender documentation.



Appendix One

Tender Preparation Guidelines

These Guidelines are provided to assist prospective tenderers to understand the information they need to supply in each of the tender Criteria categories.

These are Guidelines only and the formal tender documents will set out a specific, and appropriate scope of works and pricing schedule.

Full provision of information against the pricing schedule and scope of works information requirements will be a significant input into assessing the tender against these categories.

Compulsory	Considerations
Deadlines met	Was the tender delivered at the correct location before the deadline?
Scope of works addressed	Did the tender address all the scope of works set out in the tender documents? If it did not, did the tenderer explain why not, and how the issues are addressed in the tender?
Fully priced against pricing schedule	Is the pricing schedule fully priced, according to the categories set out? Has the tenderer combined categories and pricing in a way that makes it difficult to compare tenders?
Declaration Provided and Signed by Tenderer	<p>Tenderer Tenderer’s Declaration</p> <ul style="list-style-type: none"> • By indicating compliance I (The Tenderers Authorised Person) We (The Tenderer) agree that I /We are bound by, and will comply with the Conditions of Tender contained in this Request. • I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Request irrespective of its outcome. • By submitting this Response, I the person named as the authorised person, confirm my understanding that by lodging a Tender, in accordance with Part 1 of this Request, I understand no physical signature is required on this Declaration; that by lodging this Tender I am automatically providing an electronic signature for this Declaration in accordance with the Commonwealth Electronic Transactions Act, 1999 and any corresponding State legislation. Provide the above information as an Attachment marked ‘Tenderer’s Declaration’.



<p>Tenderers Profile Provided as Required</p>	<p>Tenderer’s Profile</p> <ul style="list-style-type: none"> • Provide the Tenderer’s Australian Business Number (ABN) and Registered Entity Name. • Provide details of the Tenderer’s person authorised to prepare your response to this Request including full name, position title, postal address, phone number and email address. • Is your organisation acting as a trustee of a trust? If yes, give the name of the trust. <p>Provide the above information as an Attachment marked ‘Tenderer Profile’.</p>
<p>Statement of Financial Position Provided</p>	<p>Financial Position</p> <ul style="list-style-type: none"> • Is your organisation able to pay all debts in full as and when they fall due? (If no, please provide details) • Does your organisation have any current litigation, claim or judgement because of which you may be liable for \$50,000 or more? (If yes, please provide details) • Will you co-operate with an independent financial assessor during the conduct of financial assessments? (If not please outline your reason why) <p>Provide the above information as an Attachment marked ‘Financial Position’</p>
<p>Conflict of Interest Statement Provided</p>	<p>Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?</p> <p>Provide the above information, if a conflict exists or may exist, as an Attachment marked ‘Conflict of Interest’</p>
<p>Insurance Details Provided</p>	<p>Please provide your Certificates of Currency for all the insurances as detailed to meet the requirements of the Request for the following:</p> <ul style="list-style-type: none"> • Motor Vehicle Insurance Insurer; Broker / Policy Number / Value (\$) / Expiry Date • Public and Products Liability Insurance Insurer; Broker / Policy Number / Value (\$) / Expiry Date



	<ul style="list-style-type: none"> Workers Compensation Insurance Insurer; Broker / Policy Number / Value (\$) / Expiry Date <p>Provide the above information as an Attachment marked 'Insurance Details'.</p>
Addenda/ Acknowledgement	<p>Addenda / Acknowledgement</p> <ul style="list-style-type: none"> Tenderers are to acknowledge receipt of any addenda issued and whether you have allowed for any price adjustments resulting in any issued addendum <p>Provide the above information as an Attachment marked 'Addenda Acknowledgement'. Indicate Compliance of Addenda Acknowledgement – Yes / No</p>
Critical Assumptions Provided	<p>Critical Assumptions</p> <p>State any assumptions made that are critical to your company's Proposal, including assumptions relating to pricing and ability to provide the requirements in the manner specified in this Request.</p> <p>Provide the above information as an Attachment marked 'Critical Assumptions'</p>
Registrations/ Licensing Requirements Provided	<p>Registrations/Licensing Requirements</p> <p>Provide details of the necessary licence requirements to undertake these Services, including person/organisation holding licence, currency of licence, licence number, licencing authority.</p> <p>Provide the above information as an Attachment marked 'Registrations/Licencing Requirements'.</p>
Pricing Schedule	<p>Pricing</p> <ul style="list-style-type: none"> Check that you have provided pricing information as per the pricing schedule. Complete and upload the Price Schedule in the format provided. <p>Provide the above information as an Attachment marked 'Pricing'</p>
Code of Conduct Position Provided	Code of Conduct



	<ul style="list-style-type: none"> • Are you prepared to sign the Shire of Carnarvon’s Code of Conduct? The Code of Conduct can be downloaded from the Shire of Carnarvon’s web site. • Do you have your own Code of Conduct and does it cover the Shire’s provisions. Do you wish to present that as an alternative? <p>Provide the relevant information (Yes/No as it relates to the Shires Code of Conduct) and any information on your own Code of Conduct you wish to present, as Attachment marked Code of Conduct.</p>
Statement of OSH/Work Health and Safety Policy Provided	<p>Occupational Safety and Health, Work Health and Safety Policy Provided</p> <p>Does your organisation have an OSH/Work Health and Safety policy compliant with State Legislation?</p> <p>Provide the relevant information (Yes/No) and the relevant policy as Attachment marked OSH/WHS policy</p>
Qualitative Criteria	Considerations
Relevant Experience	<p>Relevant Experience</p> <p>Describe your experience in completing/supplying similar services by providing:</p> <ul style="list-style-type: none"> a) Details of similar work /services performed, b) The scope of your company’s involvement and outcomes achieved, c) Whether these services were delivered on time and within budget, and if not, why not? d) A minimum of two (2) referees. <p>This information is to be provided as an attachment labelled ‘Relevant Experience’</p>
Respondents’ Resources	<p>Respondent’s Resources</p> <p>Outline your ability to supply and sustain the tendered/contracted service, including:</p> <ul style="list-style-type: none"> a) The provision of qualified personnel, plant, equipment, and materials, if required; and



	<p>b) Contingency measures to address interruption of service delivery, including personnel, plant, equipment, and material supplies, if required.</p> <p>This information is to be provided as an attachment labelled 'Respondent's Resources'</p>
Key Personnel Skills	<p>Key Personnel Skills</p> <p>Detail the personnel to be allocated in providing this Service, including:</p> <ul style="list-style-type: none"> a) Their role in the performance of the Contract; b) Current curriculum vitae, c) Membership to any professional or business association, d) Qualifications and experience in delivering services of the same or similar nature; and e) Any other information that maybe relevant. <p>This information is to be provided as an attachment labelled 'Key Personnel'</p>
Demonstrated Understanding	<p>Demonstrated Understanding</p> <p>Detail the process/methodology intended to deliver/achieve the Specification/Scope of Works. Areas to be addressed includes:</p> <ul style="list-style-type: none"> a) A Service Deliver or Project schedule/timeline (where applicable); b) The process for the delivery of the service including demonstrated understanding of the scope of work; and c) Projected outcomes at staged intervals (if applicable). <p>These details are to be provided as an attachment labelled 'Demonstrated Understanding'</p>
Price	Considerations
Pricing Performance	<p>Have you provided pricing information against the specific categories set out in the pricing schedule?</p> <p>Have you provided any statement of risk around your pricing?</p>



	Are these true prices which you are confident of achieving or have you assumed that you can return to costs via variations? If you are making that assumption, you need to be clear in your tender document.
Local Supplier	Considerations
Proof of Status for Regional Price Preference	If you are seeking consideration under Council Policy CF002 – Regional Price Preference, have you provided information which shows that you are a local supplier of services?

CF004		RATE PAYMENT PRIZES AND ELIGIBILITY	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:			
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	XXX	XXX

CF004 Rate payment prizes and eligibility

OBJECTIVES

To encourage ratepayers to pay the full amount of their assessed rates and charges by the due date.

POLICY STATEMENT/S

An annual Rate Incentive Prize/s may be offered by the Council, subject to the following conditions:

- Prizes will be awarded to first, second (and third if applicable) entries drawn at random.
- Only ratepayers with their rate account paid in full by the due date will be eligible.
- One entry per assessment notice (not per ratepayer) is to be entered into the draw.
- Rateable properties which any Elected Member, senior employee or manager has an ownership interest in will be ineligible.



- The Shire reserves the right to decide, in its absolute discretion whether the entry requirements have been fulfilled.
- The Shire may seek sponsorship from local organisations and others for the provision of rate incentive prizes.

DRAFT FOR REVIEW



CF005		DISPOSAL OF SURPLUS IT AND MINOR ASSETS	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:			
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	XXX	XXX

CF005 Disposal or surplus IT and minor assets

OBJECTIVES

To appropriately dispose of unwanted minor assets with no recognisable value whilst build the capacity of community groups and organisations as a beneficiary.

POLICY STATEMENT/S

The Shire will dispose of used computers and other minor assets when determined by the CEO to be obsolete, surplus to requirements and hold no real value to the organisation (as confirmed in writing by the Manager Finance).

The disposal of such assets shall be by offer to a community based or not for profit group(s) and/or registered educational entity(s) within the Shire of Carnarvon at no cost.

The method of disposal process may involve an offer to one or more of the entities at the discretion of the CEO.

In offering an asset(s) to a community entity the CEO will have regard to:

- the demonstrated need,
- proposed use of the minor asset; and
- financial capacity of the requesting entity.

Prior to disposal:

- If applicable, all software or copyright licences shall be removed from a minor asset.
- The recipient is to acknowledge in writing that no liability is accepted by the Shire for the minor asset.



CF006		FINANCIAL HARDSHIP	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:	Local Government Act 1995 Local Government (Financial Management) Regulations 1996		
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	XXX	XXX

CF006 Financial hardship

OBJECTIVES

To give effect to our commitment to support the whole community to meet unprecedented challenges. The Shire of Carnarvon recognises that these unprecedented challenges will result in financial hardship for our ratepayers.

This Policy is intended to ensure that we offer fair, equitable, consistent, and dignified support to ratepayers suffering hardship, while treating all members of the community with respect and understanding at difficult times.

POLICY STATEMENT/S

This policy applies to:

- Outstanding rates and service charges as at the date of adoption of this policy; and
- Rates and service charges levied

It is a reasonable community expectation, as we deal with the effects of the pandemic that those with the capacity to pay rates will continue to do so.

For this reason, the Policy is not intended to provide rate relief to ratepayers who are not able to evidence financial hardship and the statutory provisions of the Local Government Act 1995 and Local Government (Financial Management) Regulations 1996 will apply.

Payment difficulties, hardship, and vulnerability

Payment difficulties, or short-term financial hardship, occur where a change in a person’s circumstances result in an inability to pay a rates or service charge debt.



Financial hardship occurs where a person is unable to pay rates and service charges without affecting their ability to meet their basic living needs, or the basic living needs of their dependants.

The Shire of Carnarvon recognises the likelihood that COVID19 will increase the occurrence of payment difficulties, financial hardship, and vulnerability in our community.

This policy is intended to apply to all ratepayers experiencing financial hardship regardless of their status, be they a property owner, tenant, business owner etc.

Financial Hardship Criteria

While evidence of hardship will be required, we recognise that not all circumstances are alike.

We will take a flexible approach to a range of individual circumstances including, but not limited to, the following situations:

- Recent unemployment or under-employment
- Sickness or recovery from sickness
- Low income or loss of income
- Unanticipated circumstances such as caring for and supporting extended family

Ratepayers are encouraged to provide any information about their individual circumstances that may be relevant for assessment.

This may include demonstrating a capacity to make some payment and where possible, entering a payment proposal. We will consider all circumstances, applying the principles of fairness, integrity and confidentiality whilst complying our statutory responsibilities.

Payment Arrangements

Payment arrangements facilitated in accordance with s6.49 of the Act are of an agreed frequency and amount.

These arrangements will consider the following:

- That a ratepayer has made genuine effort to meet rate and service charge obligations in the past,
- The payment arrangement will establish a known end date that is realistic and achievable,
- The ratepayer will be responsible for informing the Shire of Carnarvon of any change in circumstance that jeopardises the agreed payment schedule.

In the case of severe financial hardship, we reserve the right to consider waiving additional charges or interest (excluding the late payment interest applicable to the Emergency Services Levy).

Interest Charges



A ratepayer that meets the Financial Hardship Criteria and enters a payment arrangement may request a suspension or waiver of interest charges. Applications will be assessed on a case-by-case basis.

Deferment of Rates

Deferment of rates may apply for ratepayers who have a Pensioner Card, State Concession Card or Seniors Card and Commonwealth Seniors Health Care Card registered on their property. The deferred rates balance:

- remains as a debt on the property until paid,
- becomes payable in full upon the passing of the pensioner or if the property is sold or if the pensioner ceases to reside in the property,
- may be paid at any time, BUT the concession will not apply when the rates debt is subsequently paid (deferral forfeits the right to any concession entitlement); and
- does not incur penalty interest charges

Debt recovery

We will suspend our debt recovery processes whilst negotiating a suitable payment arrangement with a debtor and if unable to make payments in accordance with the agreed payment plan and the debtor advises us and makes an alternative plan before defaulting on the 3rd due payment, then we will continue to suspend debt recovery processes.

Where a ratepayer has not reasonably adhered to the agreed payment plan, then for any Rates and Service Charge debts that remain outstanding at the end of the financial year, we will offer the ratepayer one further opportunity of adhering to a payment plan that will clear the total debt by the end of the following financial year.

Rates and service charge debts that remain outstanding at the end of the financial year, will then be subject to the rates debt recovery procedures prescribed in the Local Government Act 1995.

Review

We will establish a mechanism for review of decisions made under this policy and advise the applicant of their right to seek review and the procedure to be followed.

Communication and Confidentiality

We will always maintain confidential communications, and we undertake to communicate with a nominated support person or other third party at your request.

We will advise ratepayers of this policy and its application, when communicating in any format (i.e., verbal or written) with a ratepayer that has an outstanding rates or service charge debt.

We recognise that applicants for hardship consideration are experiencing additional stressors and may have complex needs. We will provide additional time to respond to communication and will



communicate in alternative formats where appropriate. We will ensure all communication with applicants is clear and respectful.

DRAFT FOR REVIEW



CF007		DEBT COLLECTION	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:	Local Government Act 1995 Local Government (Financial Management) Regulations 1996		
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	XXX	XXX

CF007 Debt Collection

OBJECTIVES

The objective of this policy is to ensure:

- an efficient, effective, and economical approach to debt collection; and
- timely control of overdue accounts and close monitoring aged accounts; and
- reduction in the likely occurrence of unrecoverable debts; and
- consistency and transparency for all debt collection activities.

Council will exercise its debt recovery powers, as outlined in Part 6 of the *Local Government Act 1995*, to reduce the overall debt burden on ratepayers. It will be guided by the principles of:

- Fairness and equity in debt recovery processes;
- Clarity and simplicity;
- Cost effectiveness to ensure the cost of collecting the debt, including staff time, does not outweigh the benefit;
- Transparency by making clear the obligations of its sundry debtors to the processes used by Council in ensuring that they meet their financial obligations;
- Flexibility by responding where necessary to changes in the local economy;
- Compliance with all regulatory obligations; and
- Effective governance and definition of roles and responsibilities.

POLICY STATEMENT/S

The following guidelines provide direction for the ethical and effective management of the Shire’s range of debtors:



- 1.1 The Shire of Carnarvon’s credit terms are as stated on the issued tax invoice.
 - (a) Payment is required within fourteen (14) days.
 - (b) Where payment has not been received
 - i. Reminder/ Statement is sent after fourteen (14) days after the due date (28 days after the initial invoice)
 - ii. An “Urgent Action” is sent at expiry of the Reminder/ Statement period. This reminder will be accompanied by a phone call which may include an offer of a payment arrangement if the debtor can demonstrate the need for extended terms. Minimum amount of \$300.
 - iii. A “Final Action” is sent at expiry of Urgent Action period, giving a final seven (7) days to pay.
 - iv. Debt still outstanding will be referred to a Debt Collection Agency.

- 1.2 Where payment is not received within twenty eight (28 days) from the date of the initial invoice, interest may be applied on money that remains outstanding. Interest is calculated on the number of days from the due date of payment until the day the payment is received by the Shire of Carnarvon.
 Note: Interest (percentage) charged on sundry debtors is the percentage as adopted by Council at the annual budget meeting in accordance with section 6.13(1) of the *Local Government Act 1995*. The rate authorized under section 6.13(1) of the *Local Government Act 1995* is not to exceed the maximum rate of interest as prescribed within regulation 19A of the *Local Government (Financial Management) Regulations 1996*.

- 1.3 A minimum debt equal to or less than \$10.00 is not to be recovered; instead, it will be written off as a doubtful debtor.

2.0 Bad Debts – Sundry Debtors

Where a sundry debtor has accounts unpaid for a period exceeding 3 months (90 days), and

- i) The debtor has provided documentary evidence of having filed for Bankruptcy/Insolvency; or
- ii) The debtor has moved and all reasonable attempts to locate the debtor have been unsuccessful;

Then, Council Officers shall prepare a report for the CEO listing the name of the debtor, the description of the debt, the amount outstanding, the period overdue and a reason for write off. Bad debts will be recognized when the sundry debt is seen to be no longer commercially collectable.



CF008		RISK MANAGEMENT	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:	Shire of Carnarvon Hazard Identification Form		
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:	Cl 17 Local Government (Audit) Regulations 1996		
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	XXX	XXX

CF008 Risk Management

OBJECTIVES

To ensure there are organisation wide principles, systems and processes that guarantee consistent, efficient, and effective assessment of risk in all planning, decision making and operational processes.

POLICY STATEMENT/S

Risk Management Principles and Framework

The Shire of Carnarvon considers risk management to be an essential management function in its operations and is committed to the principles, framework, and process of managing risk, as outlined in AS/NZS ISO 31000:2018 Guidelines; and AS/NZS ISO 31010:2019 Risk assessment techniques.

The Shire of Carnarvon will manage risks continuously using a process involving the identification, analysis, evaluation, treatment, monitoring, and review of risks.

These measures will be applied to decision making through all levels of the organisation in relation to planning or executing any function, service, or activity, including, but not limited to:

- Strategic planning
- Expenditure of large amounts of money
- New strategies and procedures
- Management of projects, tenders, and proposals
- Introducing significant change, and
- The management of sensitive issues.

Risk Management Objectives

The Councils key objectives in relation to risk management include:



- The achievement of organisational goals and objectives,
- The ongoing health and safety of all employees and contractors at the workplace,
- Ensuring public safety within the Council’s jurisdiction is not compromised,
- Limited loss or damage to property and other assets; (e) Limited interruption to business continuity,
- Positive public perception of Council and the Shire; and
- Application of equal opportunity principles in the workforce and the community.

Responsibilities within the Organisation

The level of responsibility across the organisation for risk management is as follows:

- Executives, managers, and supervisors have the responsibility and accountability for ensuring that all employees manage the risks within their own work areas. Risks should be anticipated, and reasonable protective measures taken.
- All managers will encourage openness and honesty in the reporting and escalation of risks.
- All employees will be encouraged to alert management to the risks that exist within their area, without fear of recrimination.
- All employees will, after appropriate training, adopt the principles of risk management and comply with all policies, procedures and practices relating to risk management.
- All employees and employees will, as required, conduct risk assessments during the performance of their daily duties.
- The level of sophistication of the risk assessment will be commensurate with the scope of the task and the associated level of risk identified.
- Failure by employees to observe reasonable directions from supervisors regarding the management of risks and/or failure of employees to take reasonable care in identifying and treating risks in the workplace may result in disciplinary action.
- It is the responsibility of every department to observe and implement this policy in accordance with procedures and initiatives that are developed by management.
- Council is committed morally and financially to the concept and resourcing of risk management.

Monitor and Review

Risk management key performance indicators, relating to both organisational and personal performance will be developed, implemented, and monitored, by the Shire.

Notes

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it.



An effect may be positive, negative, or a deviation from the expected.

An objective may be financial, related to health and safety, or defined in other terms.

DRAFT FOR REVIEW



CF009		LOANS AND BORROWING	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:	reg 38 (1) (f) Local Government (Financial Management) Regulations 1996		
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	XXX	XXX

CF009 Loans and borrowing

OBJECTIVES

To affirm that the preferred policy position of Council is to minimise debt, and should that not be practicable, to set out the circumstances in which Council may consider Borrowings or Other Financial Accommodation to fund the acquisition, renewal, or construction of specified assets and to provide guidance as to the appropriate terms of any such borrowing.

POLICY STATEMENT/S

Whilst the preferred policy position of the Shire of Carnarvon is to minimise debt (except for Self-Supporting loans), the Shire recognises that the acquisition, renewal, or construction of assets, it may require the prudent use of loan borrowings, debt instruments or other finance or capital raising methods from time to time.

The following principles are to be applied when considering undertaking borrowings or other asset financing:

Operating Expenditure

The Shire will not borrow money (other than by way of Excluded Borrowings) to fund operating expenditure.

This type of expenditure should be funded through operating revenue streams such as rates, fees and charges or operating grants.

Recurrent Capital Expenditure

The Shire will not borrow money or obtain debt finance (other than by way of Excluded Borrowings) to fund the acquisition, replacement or renewal of assets that is expected to occur on an annual or similar basis at approximately the same level each year i.e., recurrent capital works. Examples of this type of expenditure are road resurfacing, plant replacement, information technology and office equipment acquisitions and replacement.



This type of expenditure shall be funded through operating revenue streams such as rates and fees and charges.

Borrowing Term

The term of the Borrowing or Other Financial Accommodation shall be set having due regard to the Economic Life of the asset being acquired or constructed.

Should the Shire decide to borrow funds, the term of the borrowing shall generally not be greater than half of the Economic Life of the asset being acquired or constructed.

This is to enable the Shire to use the remaining economic half-life to set sufficient funds aside in a sinking or reserve fund to renew or replace that asset, should that be required, at the end of its Economic Life.

The Shire will not generally borrow funds (other than by way of Excluded Borrowings) to acquire an asset that has an economic life of less than five (5) years.

Borrowing Ratios

Prior to undertaking any borrowing, the Shire shall assess its capacity to pay, to ensure that the community is not burdened with unnecessary risk.

The Shire will report on its capacity to pay on an annual basis and publish the results in its annual report. When assessing the borrowing ratios, consideration will be given to the economic earnings potential of the asset being acquired or constructed.

Council will consider the debt serviceability ratios.

Borrowing Considerations

The Council will consider borrowing money for the acquisition or construction of an asset where:

- The asset to be acquired is a new addition to the Shire’s asset base or replaces an existing asset with one that is significantly larger and has an economic life of greater than 10 years; or
- All alternative options for undertaking the project without borrowing, have been investigated and proven less advantageous to the Shire; or
- The net income stream and cost savings can be considered from the asset to be acquired or constructed exceeds the cost of borrowing over the life of that asset; or
- Repayments will be met by a third party e.g., self-supporting loans; or
- The index of the cost of acquisition or construction is increasing at a rate that exceeds the cost of borrowing i.e., to “save” for the acquisition or construction will result in the actual cost being greater than the cost of borrowing the money and acquiring or constructing the asset today.



- As a rule, the benefits received (cost savings or income earned) from undertaking the borrowing should be greater, over the life of the borrowing, than the costs of borrowing.
- Proper and detailed analysis of the costs and benefits of the borrowing has been undertaken and documented.

DRAFT FOR REVIEW



CF010		CORPORATE CREDIT CARDS	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:			
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	XXX	XXX

CF010 Corporate credit cards

OBJECTIVES

To provide a clear framework to enable the use of corporate transaction cards by Shire employees and provide all cardholders with guidance for correct usage of corporate transaction cards.

POLICY STATEMENT/S

NOTE – For clarity, elected members are prohibited from using Shire transaction cards as the Local Government Act 1995 does not provide authority for an elected member to incur liabilities on behalf of the local government.

Definitions

Cardholder means an employee who has been authorised by the Chief Executive Officer to incur expenditure by means of a transaction card.

Transaction Card means a card facility (which may include credit, debit, store, parking, cab-charge, and fuel cards) approved for use in lieu of cash transactions, to incur expenditure for goods and services for the purposes of the Shire of Carnarvon business activities only in accordance with relevant Shire policies.

This Policy has been made by Council, and can only be amended, or revoked by it.

The CEO shall ensure the following practises are observed:

- The corporate transaction cards are kept secure.
- The corporate transaction cards are not to be used for personal expenses under any circumstances.
- All corporate transaction cards payments (included disputed transactions) are to be listed in the Schedule of Accounts and Transaction Card Purchases section of the monthly financial report to Council.



- Where applicable, purchases are to be made in accordance with the Shire of Carnarvon’s Purchasing Policy, and associated Procedures.
- Inappropriate purchases, even based on them being operationally related, may be recoverable from the cardholder. The cardholder is required to conclude that purchases are fair and reasonable business expenses.
- Where possible, purchases should be processed through the Purchase Order / Creditor’s system
- corporate transaction cards are not to be used for cash withdrawals at any facility
- Cardholders responsibilities, as outlined by the card provider (i.e., the Bank), are met at all times.
- corporate transaction cards limits are not to be exceeded.
- The Cardholder is responsible to pursue and resolve incorrect charges (as due to privacy legislation, only the cardholder can initiate any request for information from the bank).
- All relevant documentation regarding each transaction is retained by the cardholder and transactions are to be acquitted and reconciled monthly as per of the reconciliation procedure. A copy of all the corporate transaction cards statements and a summary thereof (including sufficient information to adequately articulate the purchase details) are to be incorporated as attachments to the signed financial statements submitted each month to Council).
- The use of the corporate transaction cards shall not be tied to any type of reward systems that provides cardholders with any personal benefit or reward.

Cardholder Agreement

- the Cardholder Agreement is as determined by the CEO.
- failure to comply with any of these requirements could result in the card being withdrawn from the employee.
- in the event of loss or theft through negligence or failure to comply with this Policy any liability arising may be passed on to the cardholder.

Principles for usage – Allowable transactions

a) Transaction card facilities may only be used where –

- the expenditure is directly arising from a Shire operational business activity for which there is an Annual Budget provision,
- the expenditure is in accordance with legislation, the Shire Purchasing Policy, Code of Conduct for Employees and any conditions or limitations applicable to the individual Cardholder,
- the procurement of the required goods or services is impractical or inefficient if undertaken via a purchase order or is not able to be obtained other than by a transaction card,
- supplier surcharges (fees) on transactions are minimised and only allowable where the alternative method of obtaining the supply (i.e., by purchase order) is more onerous, not cost effective or there is no alternative mode of supply,



- hospitality expenditure may only occur when it is in accordance with any Shire Hospitality Policy or is undertaken with the express permission of the Chief Executive Officer,
- official travel, accommodation and related expenses may only occur in accordance with Shire policies and procedures,
- a sufficient record of each transaction is obtained and retained in the local government record.

b) Allowable transaction modes include –

- in-person and over the counter retail purchases,
- telephone or facsimile purchasing,
- mail order purchasing and subscriptions,
- internet purchasing.

Principles for usage – Prohibited transactions

a) The Shire prohibits the use of transaction card facilities for –

- cash advances,
- incurring expenses which are personal or private (i.e., any expenditure which is not an approved local government activity),
- making deposits onto the card, whether to offset misuse or otherwise,
- incurring capital expenditure,
- incurring expenditure for goods or services which are subject to a current supplier contract,
- incurring expenses which are not in accordance with legislation, the Shire’s Purchasing Policy, the Annual Budget and / or the conditions or limitations relevant to the individual cardholder,
- apart from approved transaction cards, expenses cannot be incurred for which another transaction card is the approved facility,
- splitting expenditure to avoid compliance with the Purchasing Policy or to negate limits or conditions applicable to the Cardholder; and
- incurring expenses for the primary purpose of obtaining personal advantage through the transaction (i.e., membership or loyalty rewards).

Misuse, Misconduct and Fraudulent Use

Any alleged misuse of transaction cards will be investigated and may be subject to disciplinary procedures.

Where there is reasonable suspicion of misconduct or fraudulent activity arising from transaction card facilities the matter will be reported to the appropriate regulatory agency, subject to the requirements of the Public Sector Management Act 1994 and the Corruption, Crime and Misconduct Act 2003.

Cardholder duty of care and responsible use obligations

A cardholder is required to –



- keep the transaction card and access information in a safe manner; protected from improper use or loss.
- only use the transaction card for allowable purposes and not for prohibited purposes.
- obtain, create, and retain local government records that evidence transactions.
- acquit the reconciliation of transaction card usage in the required format and within required timeframes. The onus is on the cardholder to provide sufficient detail for each transaction to avoid any potential perception that a transaction may be of a personal nature.
- return the transaction card to the Shire before termination of employment, inclusive of reconciliation records.
- reimburse the Shire the full value of any unauthorised, prohibited or insufficiently reconciled expenditure.
- comply with all cardholder responsibilities as outlined by the card provider

Transaction evidence

a) A sufficient transaction record must include the following minimum information:

- invoice and / or receipt that includes the date, company name, address, ABN, amount, and any GST amount included,
- where an invoice and / or receipt cannot be obtained, the cardholder must provide a signed statement, detailing the nature of the expense and sufficient information to satisfy the requirements above.
- approval of the expense in (ii) above is to be referred to the Chief Executive Officer for a decision.

b) Where a transaction card is used to incur an expense for hospitality, the transaction record must include for the purposes of Fringe Benefits Tax calculations and probity:

- the number of persons entertained,
- the names of any employees in that number; and
- the purpose of providing the entertainment or hospitality.

Card Reconciliation Procedures

- card statement accounts will be issued to the relevant cardholder who will, within 7 days, acquit the transactions on the account.
- transactions will be supported by a GST invoice stating the type of goods purchased, amount of goods purchased, and the price paid for the goods. The receipt shall meet the requirements of the Goods and Services Tax Act 1999 to enable a GST rebate to be applied.
- transactions shall be accompanied by a job number for costing purposes.
- should approval of expenses be refused by the CEO recovery of the expense shall be met by the cardholder.
- the cardholder shall sign and date the card statement with supporting documentation attached stating all expenditure is of a business nature.

Disputed Transactions



- the Shire is responsible for paying all accounts on the monthly card statement and the bank processes a direct debit from the Shire’s operating bank account for such.
- when a Cardholder believes that charges are incorrect, they should first contact the supplier to determine the causes of the discrepancy and if necessary, the Corporate Services Department will notify the bank in writing.
- any amounts in dispute must be highlighted on the copy of the Cardholders statement and a copy of the written notification to the bank attached.

Cancelled Cards

Cancellation of a Card may be necessary where the –

- cardholder changes job function within the Shire,
- cardholder terminates employment with the Shire,
- the employment of the Cardholder is terminated,
- card is no longer required,
- cardholder has not adhered to set procedures,
- misuse of the Card; or
- other sufficient reason in the opinion of the CEO.

Review of Card Use

All receipts and documentation will be reviewed and any expenses that do not appear to represent fair and reasonable business expenses shall be referred to the Chief Executive Officer for a decision.

Procedures for Lost, Stolen and Damaged Cards

- the cardholder must formally advise the Director Corporate Services of the loss or theft without delay.
- the loss or theft of a transaction card must be reported to the card provider as a matter of priority
- advice of a damaged card is to be provided to the Director Corporate Services who will arrange a replacement.

Additional Cardholders

The CEO is the primary cardholder for the Shire and may delegate additional cardholders within the Shire’s approved total credit limit.

Total monthly credit card limit is \$20,000.



CF011		RECOVERY OF RATES	
POLICY OWNER:			
DEPARTMENT:	CORPORATE		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:	Local Government Act 6.45 (and others) Regulations		
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	XXX	XXX

CF011 Recovery of rates

OBJECTIVES

To ensure there is consistency in the advice given to ratepayers about the payment of rates and the recovery of outstanding rates, and any subsequent actions taken by the Shire.

POLICY STATEMENT/S

Payment of Rates by Instalments

Council accepts that there are ratepayers who cannot meet the instalment options as provided under s6.45 of the Local Government Act 1995.

The Shire may accept by application an alternative payment schedule (Henceforth called the “Direct Debit Agreement”).

For such an Agreement to be considered an Instalment Arrangement Form is to be completed and returned to the Shire.

The proponent is to specify the frequency of payments with the nominated amount sufficient to fulfil the rates and charges levied within a financial year.

Upon written acceptance of an Agreement by the Shire, written confirmation will be provided to the applicant. This formalises the agreement and will commit the ratepayer to the payment schedule.

Verbal agreements shall not be accepted.

Failure by the applicant to adhere to the payment schedule will result in the issue of a Final Notice for the total amount outstanding.

Final Notices

Final Notices will be issued during a period generally not exceeding 30 days after the due date of a notice for payment of rates.

Such notice will be issued when:



- a. No payment has been made,
- b. Insufficient payment to cover the first instalment has been made; or
- c. Where there is no current valid instalment option (i.e., persons who have paid their first instalment option late).

Final Notices will indicate that:

- a. Rates are now in arrears,
- b. Penalty interest is being charged at the rate set by Council; and
- c. Legal action may be taken without further notice, which will add extra costs to the account.

Final Notices will not be sent to registered pensioners.

Letter of Demand

Where a Final Notice has been issued:

- Mining Tenements - A Letter of Demand will be issued no later than 30 days after the due date and payment notice to the current owners of any registered lease within the Shire. The notice will provide up to 14 days to respond at which time a summons may be issued without any further notice.
- General and other Property - A Letter of Demand will be issued no later than 30 days after the final notice of current financial year to all owners of property (excluding pensioners) who have failed to make any payment within the financial year, and who have not contacted the Shire to make any special arrangement for payment or have defaulted on an approved payment option.

Issue of Summonses

Following issue of Letter of Demand:

- a. Rates remaining unpaid after the expiry date shown on the Letter of Demand will be examined for the purpose of determining whether a summons will be issued.
- b. The Shire may engage a Collection Agent or Solicitor(s) to issue General Procedure Claims to those ratepayers who failed to pay by the date indicated upon the Letter of Demand.
- c. Costs incurred because of the issue of a General Procedure Claim will be applied to the ratepayers' assessment immediately upon receipt by Council of such costs – refer s6.56 of the Act.
- d. Following issue of a General Procedure Claim, a reasonable offer to discharge a rate account (inclusive of the costs incurred through the issue of the General Procedure Claim) will be accepted.
- e. Where a General Procedure Claim has been issued and remains outstanding, action will be taken to pursue that summons by whatever means necessary to secure satisfaction of the debt.
- f. Legal proceedings will continue until payment of rates and any other outstanding costs are secured. This includes the issue of a Warrant of Execution against goods and land if necessary.
- g. In cases where the owner of a leased or rented property on which rates are outstanding cannot be located, or the owner refuses to settle amounts outstanding, notice will be served on the lessee. The lessee will then under the provisions of s6.60 of the Local Government Act 1995, be required to pay Council any rent due until such time as the amount in arrears has been fully paid



Sale of Property for non-payment of Rates

The Chief Executive Officer has delegated authority to initiate sale of property for non-payment of rates as per subdivision 6 of the Local Government Act 1995, action against land where rates or services charges are unpaid.

DRAFT FOR REVIEW



CF012		RATES CHARGES	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:			
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	XXX	XXX

CF012 Rates charges

OBJECTIVES

To provide equitable approaches for ratepayers in settling payment of their rates.

POLICY STATEMENT/S

In accordance with the Local Government Act 1995, charges relating to rates may be paid using instalments options within a prescribed timeframe. If payments are made outside the required timeframes, penalty interest rates will apply.

Furthermore, if a payment option and/or a payment arrangement are made with the Council then administration charges will apply. The administration charge on Pre-paid Direct Debit arrangements will be a one-off basis where the direct debit continues into the following year.

The following payments options, timeframes, discounts, charges, and interest rates shall apply to all rateable properties

Payment Options

Option 1 - One payment in full, consisting of rates and other Charges and due 35 Days following issue of rate notice.

Option 2 – Two Payments (50% each) and due by: 1st Instalment 35 Days following issue of rate notice
2nd Instalment 98 Days after due date of 1st Instalment.

The Shire must provide an option for four equal instalments and where a ratepayer elects to pay by instalments, an interval of at least 2 months must be given between the second and subsequent instalments.

1st Instalment due 35 Days following issue of rate notice

2nd Instalment due 63 Days after due date of 1st Instalment

3rd Instalment due 63 Days after due date of 2nd Instalment



4th Instalment due 63 Days after due date of 3rd Instalment

Late Payment Interest

A late payment interest charge is payable on outstanding rates and charges calculated at a rate set in the annual budget.

The late payment interest charge will apply to all current rates and charges remaining unpaid 35 days from the date of issue of the rate notice. Interest will be calculated and updated daily.

Unpaid rates and charges from previous years, i.e., rate arrears, will also attract late payment charges, calculated at the rate set in the annual budget if they remain unpaid.

Instalments and Arrangements Administration Fees and Interest Charges

The Council may impose administration fees and interest charges for payment of rates and charges by instalments.

Interest charges and administration fees will be at a rate set in the annual budget.

Direct Debit Option

An administration fee at a rate set in the annual budget will be charged on setting up of this option. Ongoing deductions will not incur any further administration charge in subsequent rating years.

No interest is charged on this option.

DRAFT FOR REVIEW



CF013		SIGNIFICANT ACCOUNTING	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:			
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	XXX	XXX

CF013 Significant Accounting

OBJECTIVES

To provide a framework for the financial management of the Shire that is clear, transparent, consistent and complies with statutory obligations and requisite Australian Accounting Standards.

POLICY STATEMENT/S

AAS means the Australian Accounting Standards.

AASB means Australian Accounting Standards Board.

IFRS means International Financial Reporting Standards.

The following significant accounting policies have been adopted by the Shire in the preparation of the Annual Financial Report.

- a. Basis of Preparation - The financial report is a general-purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), other mandatory professional reporting requirements and the Local Government Act 1995 (as amended) and accompanying regulations (as amended). The report has also been prepared on the accrual basis under the convention of historical cost accounting as modified by the accounting treatment relating to the revaluation of financial assets and liabilities at fair value through profit and loss and certain classes of non-current assets.
- b. Critical Accounting Estimates - The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income, and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances. The results of this experience and other factors combine to form the basis of making judgements about carrying



values of assets and liabilities not readily apparent from other sources. Actual results may differ from these estimates.

c. The Local Government Reporting Entity - All Funds through which the Council controls resources to carry on its functions have been included in the financial statements forming part of this financial report. In the process of reporting on the local government as a single unit, all transactions, and balances between those funds (for example, loans and transfers between Funds) have been eliminated. All monies held in the Trust Fund are excluded from the financial statements, but a separate statement of those monies appears at Note 20 to this financial report.

d. Goods and Services Tax - In accordance with recommended practice, revenues, expenses and assets capitalised are stated net of any GST recoverable. Receivables and payables in the Balance Sheet are stated inclusive of applicable GST.

e. Cash and Cash Equivalents - Cash and cash equivalents in the balance sheet comprise cash at bank and in hand and short-term deposits with an original maturity 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. For the purposes of the Cash Flow Statement, cash and cash equivalents consist of cash and cash equivalents as defined above, net of outstanding bank overdrafts. Bank overdrafts are included as short-term borrowings in current liabilities on the balance sheet.

f. Trade and Other Receivables - Trade receivables, which generally have 30 - 90-day terms, are recognised initially at fair value and subsequently measured at amortised cost using the effective interest rate method, less any allowance for uncollectible amounts. Collectability of trade receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

g. Inventories - General Inventories are valued at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale. Inventories held from trading are classified as current even if not expected to be realised in the next 12 months

Land Held for Resale - Land purchased for development and/or resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development and interest incurred on the financing of that land during its development. Interest and holding charges incurred after development is complete are recognised as expenses. Revenue arising from the sale of property is recognised in the Income Statement as at the time of signing a binding contract of sale. Land held for resale is classified as current except where it is held as non-current based on Council's intention to release for sale.

h. Fixed Assets - Initial Recognition - All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed includes the cost of all materials, direct labour and variable and fixed overheads.

Revaluation - Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. For infrastructure and other asset classes where no



active market exists, fair value is determined to be the current replacement cost of an asset less, where applicable, accumulated depreciation calculated on a basis to reflect the already consumed or expired future economic benefits. Those assets carried at a revalued amount, being their fair value at the date of revaluation less any subsequent accumulated depreciation and accumulated impairment losses, are to be revalued with sufficient regularity to ensure the carrying amount does not differ significantly from that determined using fair value at report date.

Land under Roads - Land under roads is excluded from infrastructure in accordance with the transition arrangements available under AASB 1045 and in accordance with legislative requirements.

i. Depreciation of Non-Current Assets - All non-current assets having a limited useful life are separately and systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets. Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period.

Major depreciation periods are:

Buildings 30 to 100 years

Furniture and Equipment 4 to 10 years

Plant and Equipment 5 to 15 years

Sealed roads and streets:

- clearing and earthworks not depreciated

- construction/road base 50 years

- original surfacing and major re-surfacing

- bituminous seals 20 years

- asphalt seals 25 years

Gravel roads

- clearing and earthworks not depreciated

- construction/road base 50 years

- gravel sheet 12 years

Formed roads (unsealed)

- clearing and earthworks not depreciated

- construction/road base 50 years

Footpaths - slab 40 years

Bridges 50 years

Levee System 50 years

Tools 5 years

Water supply piping & drainage systems 75 years

Other Infrastructure Various

(j) Investments and Other Financial Assets

Classification

Council classifies its investments in the following categories: financial assets at fair value through profit or loss, loans and receivables, held-to-maturity investments, and available-for-sale financial assets.



The classification depends on the purpose for which the investments were acquired.

Management determines the classification of its investments at initial recognition and, in the case of assets classified as held-to-maturity, re-evaluates this designation at each reporting date.

(i) Financial assets at fair value through profit and loss Financial assets at fair value through profit and loss are financial assets held for trading. A financial asset is classified in this category if acquired principally for the purpose of selling in the short term. Derivatives are classified as held for trading unless they are designated as hedges. Assets in this category are classified as current assets.

(ii) Loans and receivables Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are included in current assets, except for those with maturities greater than 12 months after the balance sheet date which are classified as non-current assets. Loans and receivables are included in trade and other receivables in the balance sheet.

(iii) Held-to-maturity investments Held-to-maturity investments are non-derivative financial assets with fixed or determinable payments and fixed maturities that the Council's management has the positive intention and ability to hold to maturity.

If Council were to sell other than an insignificant amount of held-to-maturity financial assets, the whole category would be tainted and reclassified as available-for-sale. Held-to-maturity financial assets are included in non-current assets, except for those with maturities less than 12 months from the reporting date, which are classified as current assets.

(iv) Available-for-sale financial assets Available-for-sale financial assets, comprising principally marketable equity securities, are non-derivatives that are either designated in this category or not classified in any of the other categories.

They are included in non-current assets unless management intends to dispose of the investment within 12 months of the balance sheet date. Investments are designated as available-for-sale if they do not have fixed maturities and fixed or determinable payments and management intends to hold them for the medium to long term.

Recognition and de-recognition

Regular purchases and sales of financial assets are recognised on trade-date – the date on which Council commits to purchase or sell the asset. Investments are initially recognised at fair value plus transaction costs for all financial assets not carried at fair value through profit or loss.

Financial assets carried at fair value through profit or loss are initially recognised at fair value and transaction costs are expensed in the income statement.

Financial assets are derecognised when the rights to receive cash flows from the financial assets have expired or have been transferred and Council has transferred substantially all the risks and rewards of ownership.



When securities classified as available-for-sale are sold, the accumulated fair value adjustments recognised in equity are included in the income statement as gains and losses from investment securities.

Subsequent measurement

Loans and receivables and held-to-maturity investments are carried at amortised cost using the effective interest method. Available-for-sale financial assets and financial assets at fair value through profit and loss are subsequently carried at fair value.

Gains or losses arising from changes in the fair value of the financial assets at fair value through profit or loss category are presented in the income statement within other income or other expenses in the period in which they arise.

Dividend income from financial assets at fair value through profit and loss is recognised in the income statement as part of revenue from continuing operations when Council’s right to receive payments is established.

Changes in the fair value of other monetary and non-monetary securities classified as available-for-sale are recognised in equity.

Impairment

Council assesses at each balance date whether there is objective evidence that a financial asset or group of financial assets is impaired. In the case of equity securities classified as available-for-sale, a significant or prolonged decline in the fair value of a security below its cost is considered as an indicator that the securities are impaired.

If any such evidence exists for available-for-sale financial assets, the cumulative loss- measured as the difference between the acquisition cost and the current fair value, less any impairment loss on that financial asset previously recognised in profit or loss – is removed from equity and recognised in the income statement.

Impairment losses recognised in the income statement on equity instruments classified as available-for-sale are not reversed through the income statement.

(k) Estimation of Fair Value

The fair value of financial assets and financial liabilities must be estimated for recognition and measurement or for disclosure purposes. The fair value of financial instruments traded in active markets is based on quoted market prices at the balance sheet date.

The fair value of financial instruments that are not traded in an active market is determined using valuation techniques. Council uses a variety of methods and makes assumptions that are based on market conditions existing at each balance date.



These include the use of recent arm’s length transactions, reference to other instruments that are substantially the same, discounted cash flow analysis, and option pricing models making maximum use of market inputs and relying as little as possible on entity-specific inputs.

Quoted market prices or dealer quotes for similar instruments are used for long-term debt instruments held.

Other techniques, such as estimated discounted cash flows, are used to determine fair value for the remaining financial instruments. The nominal value less estimated credit adjustments of trade receivables and payables are assumed to approximate their fair values.

The fair value of financial liabilities for disclosure purposes is estimated by discounting the future contractual cash flows at the current market interest rate that is available to the Council for similar financial instruments.

(l) Impairment

In accordance with Australian Accounting Standards the Council's assets, other than inventories are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an estimate of the recoverable amount of the asset is made in accordance with AASB 136 'Impairment of Assets' and appropriate adjustments made.

An impairment loss is recognised whenever the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. Impairment losses are recognised in the Income Statement.

For non-cash generating assets such as roads, drains, public buildings and the like, value in use is represented by the depreciated replacement cost of the asset.

(m) Trade and Other Payables

Trade and other payables are carried at amortised cost. They represent liabilities for goods and services provided to the local government prior to the end of the financial year that are unpaid and arise when the local government becomes obliged to make future payments in respect of the purchase of these goods and services.

The amounts are unsecured and are usually paid within 30 days of recognition.

(n) Employee Benefits

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages, and salaries and are calculated as follows:

- Wages, Salaries, Annual Leave and Long Service Leave (Short-term Benefits) The provision for employees’ benefits to wages, salaries, annual leave, and long service leave expected to be settled within 12 months represents the amount the municipality has a present obligation to pay resulting from employees services provided to balance date. The provision has been



calculated at nominal amounts based on remuneration rates the Council expects to pay and includes related on-costs.

- Long Service Leave (Long-term Benefits) The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the projected unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where Council does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

(o) Interest-bearing Loans and Borrowings

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs.

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method.

Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

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.

(p) Provisions

Provisions are recognised when: The council has a present legal or constructive obligation because of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated.

Provisions are not recognised for future operating losses. Where there are several similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations.

A provision is recognised even if the likelihood of an outflow with respect to any one item included in the same class of obligations may be small.

(q) Leases



Leases of fixed assets, where substantially all the risks and benefits incidental to the ownership of the asset, but not legal ownership, are transferred to the company, are classified as finance leases. Finance leases are capitalised recording an asset and a liability equal to the present value of the minimum lease payments, including any guaranteed residual value.

Leased assets are amortised over their estimated useful lives. Lease payments are allocated between the reduction of the lease liability and the lease interest expense for the period. Lease payments under operating leases, where substantially all the risks and benefits remain with the lessor, are charged as expenses in the periods in which they are incurred.

(r) Joint Venture

The Shire’s interest in a joint venture has been recognised in the financial statements by including its share of any assets, liabilities, revenues, and expenses of the joint venture within the relevant items reported in the Balance Sheet and Income Statement. Information about the joint venture is set out in Note 17.

(s) Rates, Grants, Donations and Other Contributions

Rates, grants, donations, and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions.

Control over assets acquired from rates is obtained at the commencement of the rating period or, if earlier, upon receipt of the rates. Where contributions recognised as revenues during the reporting period were obtained on the condition that they be expended in a particular manner or used over a particular period, and those conditions were undischarged as at the reporting date, the nature of and amounts pertaining to those undischarged conditions are disclosed in Note 2(c).

That note also discloses contributions recognised as revenues in a previous reporting period which were obtained in respect of the local government's operation for the current reporting period.

(t) Superannuation

The Shire of Carnarvon contributes to the Local Government Superannuation Scheme, the Occupational Superannuation Fund, and other approved and registered superannuation schemes.

Contributions to defined contribution plans are recognised as an expense as they become payable.

Prepaid contributions are recognised as an asset to the extent that a cash refund or a reduction in the future payments is available.



(u) Rounding Off Figures

All figures shown in this annual financial report, other than a rate in the dollar, are rounded to the nearest dollar.

(v) Comparative Figures

Where required, comparative figures have been adjusted to conform with changes in presentation for the current financial year.

(w) 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.

The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council’s operational cycle.

In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months.

Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non-current based on Council’s intentions to release for sale.

(x) New Accounting Standards and Interpretations

Australian Accounting Standards and Interpretations that have recently been issued or amended but are not yet effective have not been adopted by the Council.

DRAFT FOR REVIEW



CF014		INVESTMENTS	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:	s6.14 Local Government Act 1995 Trustees Amendment Act 1997 Reg 19 Local Government (Financial Management) Regulations 1996		
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	XXX	XXX

CF014 Investments

OBJECTIVES

To invest the Shire’s surplus funds, with consideration of risk and the most favourable rate of interest available to it at the time, for that investment type, whilst ensuring that the Shire’s liquidity requirements are being met.

POLICY STATEMENT/S

Authorised Institution - means an Australian registered bank in accordance with the Banking Act. While exercising the power to invest, consideration is to be given in preservation of capital, liquidity, and the return of investment.

Preservation of capital is the principal objective of the investment portfolio. Investments are to be performed in a manner that seeks to ensure security and safeguarding the investment portfolio. This includes managing credit and interest rate risk within identified thresholds and parameters.

The investment portfolio will ensure there is sufficient liquidity to meet all reasonably anticipated cash flow requirements, as and when they fall due, without incurring significant costs due to the unanticipated sale of investment.

The investment is expected to achieve a predetermined market average rate of return that considers the council’s risk tolerance. Any additional return target set by council will also consider the risk limitation and prudent investment principles.

Approved Investments

With approvals from Council, investments are limited to:

- State/Commonwealth Government Bonds with a term of maturity not exceeding three years,
- Fixed term deposits placed with an authorised institution for a term not exceeding 12 months,



- Interest bearing deposits placed with an authorised institution

Prohibited Investments

This Policy prohibits any investment carried out for speculative purposes including the following:

- Derivative based instruments,
- Principle only investments or securities that provide potentially nil or negative cash flow, and
- Stand-alone securities issued that have underlying futures, options, forward contracts, and swaps of any kind,
- The use of leverage (borrowing to invest) of any investment.
- Deposits with any institution other than an authorised institution.
- Deposits for a fixed term of more than 12 months.
- Investment in bonds that are not guaranteed by the Commonwealth Government, or a State or Territory Government.
- Investment in bonds with a term of maturity of more than three years.
- Investment in a foreign currency
- Investment opportunity to be considered by Council

Risk Management

Investments obtained are to comply with the following three criteria:

Overall Portfolio Limits

To control the credit quality on the entire portfolio, the following credit framework limits the percentage of the portfolio exposed to any credit rating category:

S&P LONG TERM RATING	S&P SHORT TERM RATING	DIRECT INVESTMENT MAXIMUM
AAA	A-1+	100%
AA	A-1	100%
A	A-2	100%

Counterparty Credit

Framework The Shire of Carnarvon will invest funds with authorised financial institutions that provide a service to the local community by establishing branches or agencies in the Shire of Carnarvon.

Such institutions must maintain a minimum Standard and Poors rating of A for short term investments.

Term to Maturity Framework

OVERALL PORTFOLIO TERM TO MATURITY LIMITS	
Portfolio % < 1 Year	100% maximum, 40% minimum



Portfolio % 1-3 Years	60%
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Performance Measurement

Performance benchmarks will be as follows:

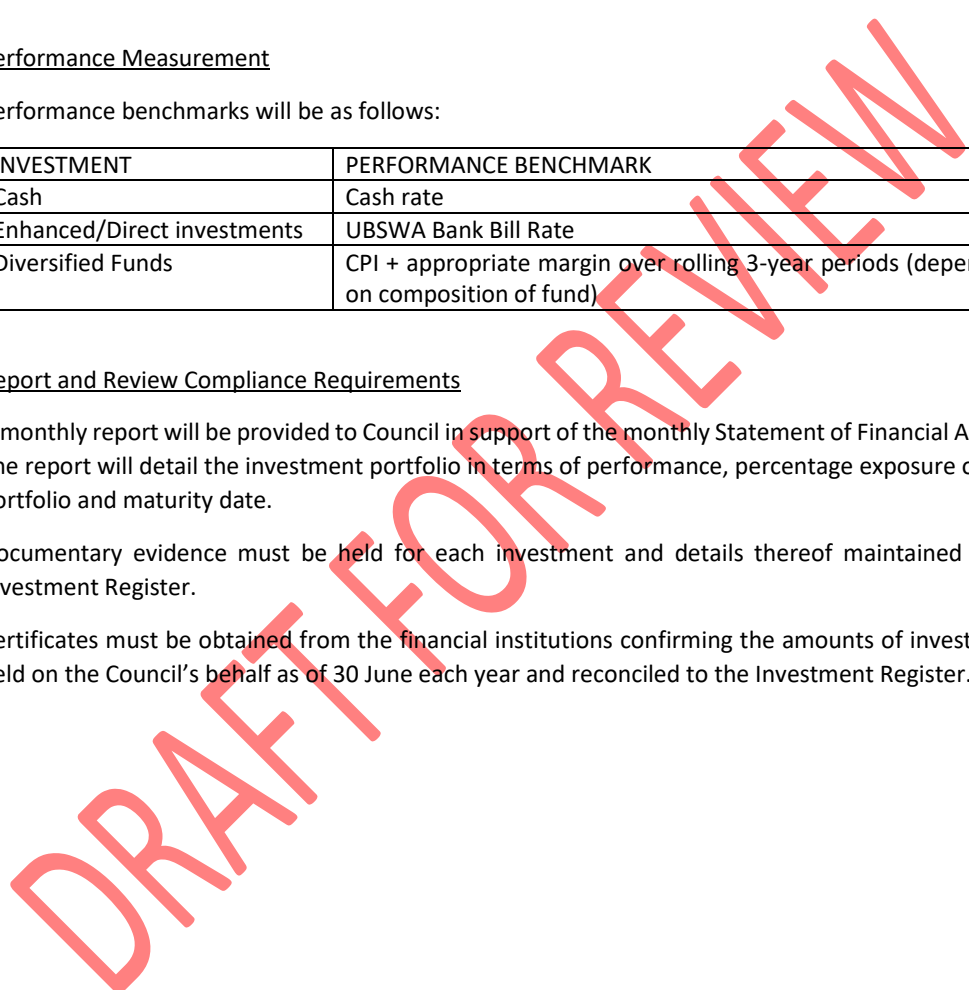
INVESTMENT	PERFORMANCE BENCHMARK
Cash	Cash rate
Enhanced/Direct investments	UBSWA Bank Bill Rate
Diversified Funds	CPI + appropriate margin over rolling 3-year periods (depending on composition of fund)

Report and Review Compliance Requirements

A monthly report will be provided to Council in support of the monthly Statement of Financial Activity. The report will detail the investment portfolio in terms of performance, percentage exposure of total portfolio and maturity date.

Documentary evidence must be held for each investment and details thereof maintained in the Investment Register.

Certificates must be obtained from the financial institutions confirming the amounts of investments held on the Council’s behalf as of 30 June each year and reconciled to the Investment Register.



CF015		PRIVATE WORKS	
POLICY OWNER:	Council		
DEPARTMENT:	Infrastructure Services		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:			
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	XXX	XXX

CF015 Private works

OBJECTIVES

To provide guidelines on the extent of private works the Shire will undertake.

POLICY STATEMENT/S

The Shire shall avoid where possible carrying out private works where involvement in such works would place it in competition with private supply.

Where the cost of private works is expected to be less than \$25,000 the CEO may approve the works.

Where the cost of the private works is likely to exceed \$25,000 a report must be submitted to Council for consideration.

Requests for private works are to be submitted on a completed Private Works Request – Authority form.

All costs reasonably attributed to the private works project including plant, labour, and materials (including overheads) are to be charged to the private works project in accordance with Council’s Fees and Charges.

This policy does not operate to prevent normal reinstatement works on behalf of Government organisations other than government business enterprises.

Private Works for Community Groups and Local Sporting Organisations

The CEO may determine applications from community groups and local sporting organisations for in-kind works contributions by the Shire on a case-by-case basis up to a value of \$1,000.



CF016		ASSET MANAGEMENT	
POLICY OWNER:	Council		
DEPARTMENT:	Infrastructure Services		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:			
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	XXX	XXX

CF016 Asset management

OBJECTIVES

To set guidelines for implementing consistent asset management processes throughout the Shire in support of Council’s vision – “the Shire of Carnarvon will remain a wonderful place of endless opportunity, with a pristine environment, where the desert meets the sea”.

POLICY STATEMENT/S

In accordance with the “International Infrastructure Management Manual”, the Policy considers an “Asset”, by definition, to be: “A physical component of a facility which has value, enables services to be provided, and has an economic life of greater than twelve (12) months.”

To ensure adequate provision is made for the long-term maintenance and replacement of assets by:

- Ensuring that Council’s services and infrastructure are provided in a sustainable manner, with the appropriate levels of service to residents, visitors, and the environment.
- Safeguarding Council assets including physical assets and employees by implementing appropriate asset management strategies and appropriate financial resources for those assets.
- Creating an environment where all Council employees take an integral part in overall management of Council assets by creating and sustaining an asset management awareness throughout the organisation via training and development.
- Meeting legislative requirements for asset management and continually improving asset management processes and performance.
- Ensuring resources and operational capabilities are identified and responsibility for asset management is allocated.
- Demonstrating transparent and responsible asset management processes that align with demonstrated best practice

The Shire will adhere to the following key principles in implementing its asset management policy:



- A consistent Asset Management Strategy must exist for implementing systematic asset management and appropriate asset management best-practice throughout all departments of Council.
- All relevant legislative requirements together with political, social and economic environments will be taken into account in managing assets.
- Asset management principles will be integrated within existing planning and operational processes.
- Asset Management Plans will be developed for major service and asset categories.
- An inspection regime will be used as part of asset management to ensure agreed service levels are maintained and assist in identifying asset renewal priorities.
- Asset renewals required to meet agreed service levels and identified in adopted asset management plans and long-term financial plans will be fully funded in the annual budget having regard for Council’s funding priorities and community consultation in the Strategic Community Plan.
- Service levels agreed through the budget process and defined in adopted asset management plans will be fully funded in the annual budget estimates.
- Asset renewal plans will be prioritised and will be implemented progressively based on agreed service levels and the effectiveness of the current assets to provide that level of service.
- Council will prioritise adequate resources to ensure appropriate asset management practices can be undertaken and to undertake the timely maintenance and renewal or upgrade of those assets so that “life cycle” costs are optimised.
- Systematic and cyclic reviews will be applied to all asset classes and will be managed, valued, and depreciated in accordance with appropriate best practice and applicable Australian Standards.
- Future life cycle costs will be reported and considered in all decisions relating to new services and assets and upgrading of existing services and assets.
- Future service levels will be determined in consultation with the community through the Strategic Community Plan.
- Training in asset and financial management will be provided for elected members and relevant employees as the Shire’s asset management environment evolves and matures.
- Opportunities for multiple use of assets will be sought.

Asset management will be undertaken in accordance with the objectives and outcomes identified in Council’s “Strategic Community Plan”, those contained in the “Corporate Business Plan” and informed by Council’s “Long Term Financial Plan” including any subsequent reviews or versions of these documents.

Council is responsible for adopting the policy and ensuring that sufficient resources are applied.

The Executive Manager, Infrastructure is responsible for implementing this policy and reporting on the status and effectiveness of asset management.

The Manager, Assets oversees asset management operations and has overall responsibility for administering the Asset Management Strategy including the development and maintenance of asset management plans for the major asset classes.



The Asset Strategy Officer assists the Manager, Assets with administrative and reporting functions, including the preparation of asset management plans and audit requirements.

The Asset Management Working Group (comprised of the CEO, and relevant employees from Infrastructure, Assets, Corporate Services and Building Services) guides asset management planning and implementation and report asset related activities and movements within their departments as they occur

DRAFT FOR REVIEW



CF017		RELATED PARTIES DISCLOSURES	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:	AASB 124 Related Party Disclosures Local Government Act 1995 Local Government (Financial Management) Regulations 1996 Corporations Act 2001		
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	XXX	XXX

CF017 Related Parties Disclosures

OBJECTIVES

To ensure that the Shire of Carnarvon’s financial statements contain disclosures necessary to draw attention to the possibility that its financial position and profit or loss may have been affected by the existence of related parties and transactions.

Potential effects on the financial statements need to be properly identified, recorded in Council’s systems, and need to be disclosed in Council’s general purpose financial statements in compliance with the AASB 124, the Information Privacy Act 2009 and the Right to Information Act 2009.

POLICY STATEMENT/S

The purposes of this policy are to:

- Identify all Related Parties,
- Identify Related Party Transactions,
- Highlight the disclosure requirements of all Key Management Personnel and elected members,
- Identify review responsibility,
- Identify Ordinary Citizen Transactions.

The disclosure requirements apply to the existence of relationships regardless of whether a transaction has occurred or not.

For each financial year, the Shire of Carnarvon must make an informed judgement as to who is considered a related party and what transactions need to be considered, when determining if disclosure is required.



Proper procedure is to be followed to enable an informed judgement to be made from the information requested from related parties.

This policy applies to all key management personnel, and elected members.

Local Government (Financial Management) Regulations 1996, Regulation 5A, requires Council to prepare its general financial statements in compliance with the Australian Accounting Standards, this now includes the AASB 124.

Requirements

- All key management personnel are to complete the Related Party Disclosures – Declaration form,
- All Related Party Transactions must be disclosed,
- Ordinary Citizen Transactions (OCTs) are to be reviewed every year by Management,
- Shire of Carnarvon has a legal obligation to report on Related Party Disclosures annually,
- Disciplinary action may occur for breach of this policy.

Identification of Related Parties

AASB 124 provides that local governments are to disclose in their Annual Financial reports, related party relationships, transactions, and outstanding balances.

Related parties include a person who has significant influence over the reporting entity (Shire of Carnarvon), a member of the key management personnel (KMP) of the entity, or a close family member of that person who may be expected to influence that person.

KMP are defined as persons having authority and responsibility for planning, directing, and controlling the activities of the entity, directly or indirectly.

For the purposes of determining the application of the standard, the Shire of Carnarvon has identified the following persons as meeting the definition of Related Party:

- An elected member of Council
- Key management personnel being a person employed under s5.36 of the Local Government Act 1995 in the capacity of Chief Executive Officer or Director, senior executive employees and managers.
- Close members of the family of any person listed above, including the person’s child, spouse or domestic partner, children of a spouse or domestic partner, dependents of that person or person’s spouse or domestic partner.
- Entities that are controlled or jointly controlled by a Elected Member, KMP or their close family members. (Entities include companies, trusts, joint ventures, partnerships, and non-profit associations such as sporting clubs).

The Shire of Carnarvon will therefore be required to assess all transactions made with these persons or entities.



Identification of related party transactions

A related party transaction is a transfer of resources, services, or obligations between the Shire of Carnarvon (reporting entity) and the related party, regardless of whether a price is charged.

To determine whether a related party transaction has occurred, the following transactions or provision of services have been identified as meeting these criteria:

- Paying rates
- Fines
- Use of Shire of Carnarvon owned facilities such as Civic Centre, library, parks, ovals and other public open spaces (whether charged a fee or not)
- Attending Council functions that are open to the public
- Employee compensation whether it is for KMP or close family members of KMP
- Application fees paid to the Shire of Carnarvon for licences, approvals or permits
- Lease agreements for housing rental (whether for a Shire owned property or property sub-leased by the Shire of Carnarvon through a Real Estate Agent)
- Lease agreements for commercial properties
- Monetary and non-monetary transactions between the Shire and any business or associated entity owned or controlled by the related party (including family) in exchange for goods and/or services provided by/to the Shire (trading agreement)
- Sale or purchase of any property owned by a person identified above, to the Shire of Carnarvon
- Sale or purchase of any property owned by the Shire, to a person identified above
- Loan agreements
- Contracts or agreements for construction, consultancy, or services

Some of the transactions listed above, occur on terms and conditions no different to those applying to the public and have been provided while delivering public service objectives.

These transactions are those that an ordinary citizen would undertake with Council and are referred to as an Ordinary Citizen Transaction (OCT).

Where the Shire of Carnarvon can determine that an OCT was provided at arm’s length, and in similar terms and conditions to other members of the public and, that the nature of the transaction is immaterial, no disclosure in the annual financial report will be required.

Disclosure Requirements

For the purposes of determining relevant transactions, elected members and key management personnel as identified below, will be required to complete a Related Party Disclosures – Declaration form for submission to financial services.



Ordinary Citizen Transactions (OCTs) Management will put forward a draft resolution every year to Council, declaring that in its opinion, based on the facts and circumstances, the following OCT are unlikely to influence the decisions that users of the Council’s financial statements make.

As such no disclosure in the quarterly Related Party Disclosures – Declaration form will be required:

- Paying rates,
- Fines,
- Use of Shire owned facilities such as the Civic Centre, library, aquatic centre, parks, ovals, and other public open spaces (whether charged a fee or not),
- Attending council functions that are open to the public,
- Any valid discounts and fee waivers that are available to the party as an ordinary citizen and is available to any ordinary citizen in the same circumstance; and
- Any service or benefit occurring within normal employee, customer, or supplier relationships and at arm’s length.

Where these services were not provided at arm’s length and not under the same terms and conditions applying to the public, elected members and KMP will be required to make a declaration in the Related Party Disclosures – Declaration form about the nature of any discount or special terms received.

All other transactions

For all other transactions listed, elected members and KMP will be required to make a declaration in the Related Party Disclosures – Declaration form.

Frequency of disclosures

Elected members and KMP will be required to complete a Related Party Disclosures – Declaration form annually. Disclosures must be made by all elected members immediately prior to any ordinary or extraordinary election. Disclosures must be made immediately prior to the termination of employment of/by a KMP.

Confidentiality

All information contained in a disclosure return, will be treated in confidence. Generally, related party disclosures in the annual financial reports are reported in aggregate and as such, individuals are not specifically identified.

Notwithstanding, management is required to exercise judgement in determining the level of detail to be disclosed based on the nature of a transaction or collective transactions and materiality. Individuals may be specifically identified if the disclosure requirements of AASB 124 so demands.

The following persons are permitted to access, use and disclose the information (including personal information) provided in a Related Party Disclosures – Declaration form or contained in a register of related party transactions for the purposes of assessing, reconciling, complying and verifying:

an elected member



- Chief Executive Officer
- Executive Manager of Corporate and Community Services and Manager of Finance being responsible for the preparation of financial reporting
- financial officers within the Shire’s unit of administration responsible for the preparation of financial reporting authorised by Management
- members of Council’s Audit Committee
- an auditor of Council

Materiality

Management will apply professional judgement to assess the materiality of transactions disclosed by related parties and their subsequent inclusion in the financial statements.

In assessing materiality, management will consider both the size and nature of the transaction, individually and collectively.

Register of Related Party Transactions

Maintain a Register

Finance employees must maintain and keep up to date a register of related party transactions that captures and records the information specified in the Declaration forms for each existing or potential related party transaction (including ordinary citizen transactions assessed as being material in nature) during a financial year.

Contents of Register

The contents of the register of related party transactions must detail for each related party transaction:

- the description of the related party transaction,
- the name of the related party,
- the nature of the related party’s relationship with Shire,
- whether the notified related party transaction is existing or potential,
- a description of the transactional documents the subject of the related party transaction,
- the information specified in the Declaration form.



CF018		LEASE AND LICENSING CLASSIFICATIONS	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:	s46 Land Administration Act 1997 s3.58 Local Government Act 1995 reg 30 Local Government (Functions & General) Regulations 1996		
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/11/2023	Council	XXX	XXX

CF018 Lease and licensing classifications

OBJECTIVES

To enable responsible management of community assets by use of an equitable methodology for calculating lease and licence charges according to their classification.

POLICY STATEMENT/S

Not-for-Profit Community Groups are defined as groups which are incorporated under the Associations Incorporation Act 1987 and have their primary base of operation located within the Shire of Carnarvon. As such, where appropriate, these organisations will be granted a lease or licence at a subsidised rate in recognition of their perceived benefit to the community and their ability to pay.

Concessions may be provided to community groups and organisations that enter lease or licence arrangements with the Shire of Carnarvon.

This policy applies to the Leasing and Licensing of all real property owned, or under the care, control, and management of the Shire of Carnarvon, including Crown Land.

All Lessees are to have Public Liability Insurance.

Classifications

Tier One - Peppercorn rent \$10/year

Not-for-profit community groups:

- Use approved by Council,
- Lessor pays for lease preparation,
- lessee pays for utilities and general garden maintenance,
- Provides significant community benefit; and
- Has limited revenue-raising ability (net of cost of service) e.g., community play group.



Tier Two Discounted rent \$300/year

Not-for-profit sporting

Use approved by Council,

- Lessee pays for lease preparation, utilities, and all maintenance,
- Has revenue raising capacity or receives external funding assistance (e.g., has a Sale of Liquor licence or receives some funding from State Government or from its members).

Tier Three

Commercial leases:

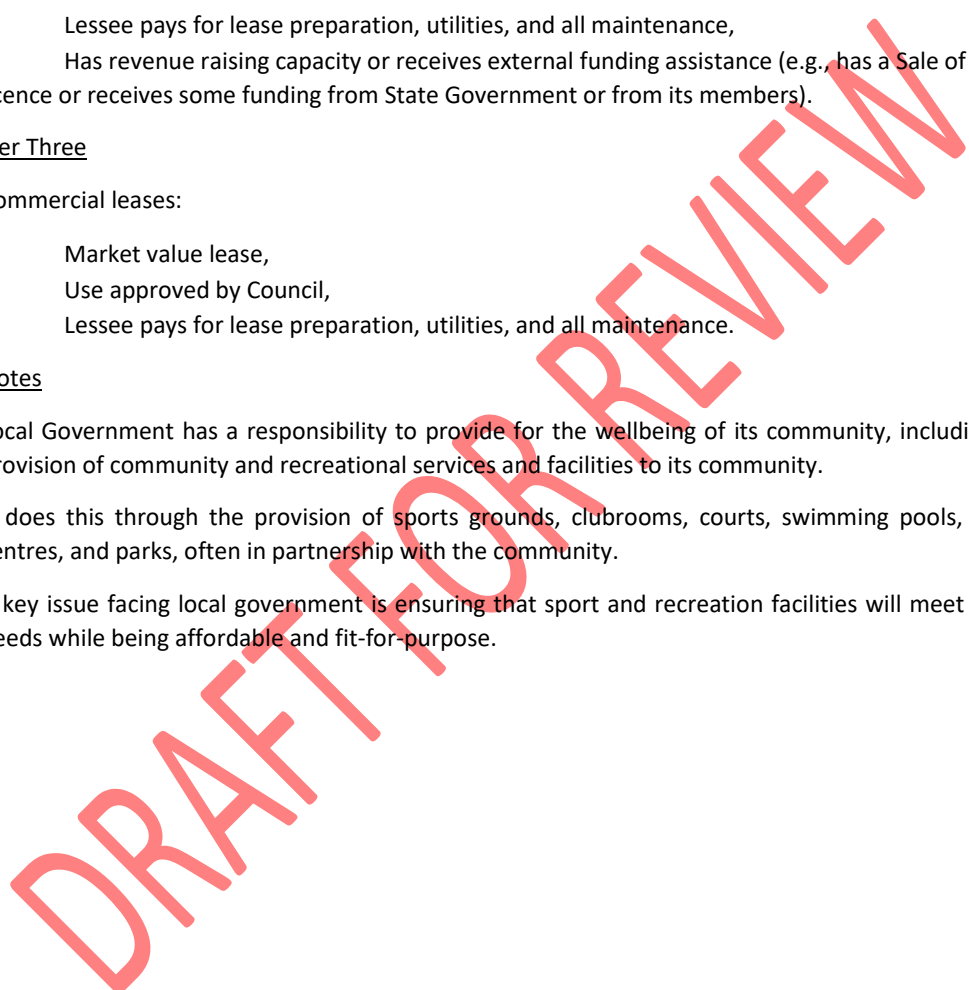
- Market value lease,
- Use approved by Council,
- Lessee pays for lease preparation, utilities, and all maintenance.

Notes

Local Government has a responsibility to provide for the wellbeing of its community, including the provision of community and recreational services and facilities to its community.

It does this through the provision of sports grounds, clubrooms, courts, swimming pools, sports centres, and parks, often in partnership with the community.

A key issue facing local government is ensuring that sport and recreation facilities will meet future needs while being affordable and fit-for-purpose.



CF019		RATES EXEMPTIONS FOR CHARITABLE PURPOSES	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:	23/05/2023	REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:			
RELATED FORMS:	Application for Rate Exemption		
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:	Local Government Act 1995 Charities Act 2013 (Commonwealth)		
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/05/2023	Council	Nil	FC11/5/23
28/11/2023	Council	XXX	XXX

CF019 Rates Exemptions for Charitable Purposes

OBJECTIVES

The purpose of this policy is to identify a process to be followed when an organisation wishes to apply for an exemption of rates pursuant to Section 6.26(2)(g) of the Local Government Act 1995 (the Act), where it is claimed the land is used exclusively for charitable purposes.

This Policy provides an equitable basis and administrative framework to assess applications for rates exemptions that is compliant with legislation and guided by best practice.

SCOPE

This policy applies to charitable and not-for-profit organisations that own land within the Shire of Carnarvon and are liable for payment of rates.

POLICY STATEMENT/S

Introduction

Section 6.26(2) of the Act identifies a number of situations where land is not rateable. Most are clearly defined and straightforward to apply. However, Section 6.26(2)(g) is open to some interpretation and therefore, this policy seeks to clearly define under what basis this section of the Act is to be applied by Council.

Council is committed to adhering to the Act and providing support and guidance to applicants who



provide assistance to members of the public and as such, a benefit to the community. Claimants are required to evidence their right to an exemption, and demonstrate the land is used exclusively for charitable purposes.

The Act does not define what a charitable purpose is, therefore, the definition under Commonwealth Law must be applied. Under Section 12(1) of the Charities Act 2013, a charitable purpose means any of the following:

- (a) the purpose of advancing health.
 - (b) the purpose of advancing education.
 - (c) the purpose of advancing social or public welfare.
 - (d) the purpose of advancing religion.
 - (e) the purpose of advancing culture.
 - (f) the purpose of promoting reconciliation, mutual respect and tolerance between groups of individuals that are in Australia.
 - (g) the purpose of promoting or protecting human rights.
 - (h) the purpose of advancing the security or safety of Australia or the Australian public.
 - (i) the purpose of preventing or relieving the suffering of animals.
 - (j) the purpose of advancing the natural environment.
- any other purpose beneficial to the general public that may reasonably be regarded as analogous to, or within the spirit of, any of the purposes mentioned in paragraphs (a) to (j).
- (k) the purpose of promoting or opposing a change to any matter established by law, policy or practice in the Commonwealth, a State, a Territory or another country, if:
 - (i) in the case of promoting a change—the change is in furtherance or in aid of one or more of the purposes mentioned in paragraphs (a) to (k).
 - (ii) in the case of opposing a change—the change is in opposition to, or in hindrance of, one or more of the purposes mentioned in those paragraphs.

The key considerations when assessing an application for exemption pursuant to Section 6.26(2)(g)



of the Act are:

- The use of the land, not the purpose of the applicant.
- The use must come under the provisions of the Charities Act 2013.
- The land must be used exclusively for a charitable purpose.
- The land use must be for a public benefit, where the benefit is available to members of the public generally or a particular section of the public.

When considering Australian case law, the proper test for determining whether land is used exclusively for charitable purposes is:

- (a) if land is used for a dual purpose, then it is not used exclusively for charitable purposes although one of the purposes is charitable.
- (b) if the use of the land for a charitable purpose produces a profitable by-product as a mere incident of that use, the exclusiveness of the charitable purpose is not thereby destroyed.

Principles

Rates exemptions are applied in a clear, transparent and equitable way to all eligible claimants, with relevant consideration given to the impact on other ratepayers and the sustainability of the Shire’s public finances.

Provisions:

1. Application for a Rates Exemption Under Section 6.26(2)(G) of the Act
 - 1.1. All applications must be made in writing by completing an Application for Rates Exemption Form (Appendix A) and provide any supporting documentation according to the checklist on the application form.
 - 1.2. If any information has not been provided or is unclear, the applicant may be required to provide additional information before the application will be assessed.
 - 1.3. If the property is leased, a copy of the lease is required with the application to ascertain if the lessee is liable for payment of the rates in the terms of the lease.
 - 1.4. Rates and charges must be paid on time until a determination is made. A refund may be made if the application is successful.



- 1.5. Applicants need to provide clear and concise information regarding the nature of their activities to illustrate eligibility for the exemption to facilitate Council’s decision making.

2. Making a Determination

- 2.1. An application will be initially assessed by Shire Officers and if it meets the criteria to be considered for an exemption, a report will be given to the CEO to table as an agenda item for Council at an Ordinary Council Meeting. (At the CEO’s discretion applications of a complex nature may be referred for legal advice or for a Council decision.)
- 2.2. The applicant must be a registered charity with Australian Charities and Not-for-profits Commission (ACNC) or an incorporated Not-for-Profit organisation.
- 2.3. The applicant must own the property on which rates are levied or be a tenant liable for payment of the rates under a lease.
- 2.4. The land must be used exclusively for charitable purposes, as defined in the Charities Act 2013.
- 2.5. The applicant must not conduct any commercial operation from the property.
- 2.6. The applicant must not hold a liquor licence for the provision of alcohol for sale to the public for profit.
- 2.7. Council may request additional information from an organisation making the application if it considers it necessary to do so in considering the application against this policy.
- 2.8. Information requested under clause 2.7 may include but, is not limited to copies of the Constitution of the organisation, recent financial statements of the organisation and information demonstrating precisely how any land that is subject of the application is used.

3. Grant of Rates Exemptions

- 3.1. An exemption shall only be granted if the applicant has demonstrated they are eligible under the relevant legislation, by completing the appropriate application form and providing supporting documentation.
- 3.2. Any exemptions granted will be until the expiration of the next triennium when all such current exemptions will next be reviewed.
- 3.3. The decision will be actioned by the officers and a note will be made against the property assessment.
- 3.4. Applicants will be notified in writing of a n y determination, with correspondence to include details of:
 - the date the exemption applies from.
 - the relevant section of the Act.
 - When next the approval will be reviewed; and,
 - the amount of general rates reversed.
- 3.5. An exemption is only applicable to the rates component of the annual rates and charges. Where exemption from rates is approved, the property will still be subject to the Emergency Services Levy and any other charges.



- 3.6. If the property has been used for the stated purpose as at 1 July of the relevant financial year, the exemption can be applied from that date and a refund given if rates have been paid prior to the determination.
- 3.7. Where the land use has changed during a financial year, any exemption granted is only applicable from the date of the change.
- 3.8. A partial exemption can be applied where only part of a defined lot is used for a charitable purpose.
- 3.9. The granting of an exemption in any year does not guarantee an ongoing exemption.
- 3.10. All exemptions are to be reviewed together every three years. In a few cases exemptions may cease prior to the three yearly review e.g. lease expiry. (Rating records will record such events).

4. Rejected Applications

4.1. Where an application is declined, the applicant has options to challenge the determination.

4.1.1. The applicant may object under Section 6.76 of the Act, on the basis that the land or part of the land was not rateable land.

4.1.2. The applicant has the right to appeal a decision made under Section 6.76 to the State Administrative Tribunal (SAT).

4.1.3. An applicant may apply for a concession under Section 6.47 of the Act. Such applications would be considered on a case-by-case basis and determined by Excellence Authenticity Courage 177 Passion Cohesion Humility Respect & Inclusion Council.

4.2. Where all appeals are not successful, the final option available to the applicant is to apply to the Minister for Local Government, to make a final determination, under Section 6.26(4) of the Act.

Roles and Responsibilities

The Chief Executive Officer shall be responsible for overall administration in regard to this policy.

The Deputy CEO shall be responsible for ensuring compliance with this policy.

The Rates Officer shall be responsible for the day-to-day operations of the policy.

Key Terms/Definitions

Charitable Purpose – As defined in the Charities Act 2013.



EME001		CODE OF CONDUCT FOR COUNCIL MEMBERS, COMMITTEE MEMBERS, AND CANDIDATES FOR ELECTION	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Annually, (NB: In election years, the review will follow commencement of new Council.
RELATED PROCEDURES:	Must be Adopted by Absolute Majority		
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:	Dealing with Complaints Appointment of Complaints Officer		
LEGISLATION:	s5.103, 104 Local Government Act 1995 Local Government (Model Code of Conduct) Regulations 2021		
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/03/2023	Council	Nil	FC 5/3/23
28/11/2023	Council	Nil	XXX

EME001 Code of Conduct for Council Members, Committee Members and Candidates
Purpose

This Code of Conduct for Shire of Carnarvon Council Members, Committee Members and Candidates has been adopted in compliance with s5.103, 5.104 of the Local Government Act 1995.

Policy Statement

This Code of Conduct for Council Members, Committee Members and Candidates was adopted by Council by Absolute Majority on 27 April 2021.

Division 1 — Preliminary provisions

1. Citation

This is the *Shire of Carnarvon Code of Conduct for Council Members, Committee Members and Candidates*.

2. Terms used

(1) In this code —

Act means the *Local Government Act 1995*.

candidate means a candidate for election as a council member.

complaint means a complaint made under clause 11(1).

publish includes to publish on a social media platform.

(2) Other terms used in this code that are also used in the Act have the same meaning as they have in the Act, unless the contrary intention appears.

Division 2 — General principles

3. Overview of Division

This Division sets out general principles to guide the behaviour of Council Members, committee members and candidates.

4. Personal integrity

- (1) A council member, committee member or candidate should —
 - (a) act with reasonable care and diligence; and
 - (b) act with honesty and integrity; and
 - (c) act lawfully; and
 - (d) identify and appropriately manage any conflict of interest; and
 - (e) avoid damage to the reputation of the local government.
- (2) A council member or committee member should —
 - (a) act in accordance with the trust placed in Council Members and committee members; and
 - (b) participate in decision-making in an honest, fair, impartial, and timely manner; and
 - (c) actively seek out and engage in training and development opportunities to improve the performance of their role; and
 - (d) attend and participate in briefings, workshops and training sessions provided or arranged by the local government in relation to the performance of their role.

5. Relationship with others

- (1) A council member, committee member or candidate should —
 - (a) treat others with respect, courtesy, and fairness; and
 - (b) respect and value diversity in the community.
- (2) A council member or committee member should maintain and contribute to a harmonious, safe, and productive work environment.

6. Accountability

A council member or committee member should —

- (a) base decisions on relevant and factually correct information; and
- (b) make decisions on merit, in the public interest and in accordance with statutory obligations and principles of good governance and procedural fairness; and
- (c) read all agenda papers given to them in relation to council or committee meetings; and
- (d) be open and accountable to, and represent, the community in the district.

Division 3 — Behaviour**7. Overview of Division**

This Division sets out —

- (a) requirements relating to the behaviour of Council Members, committee members and candidates; and
- (b) the mechanism for dealing with alleged breaches of those requirements.

8. Personal integrity

(1) A council member, committee member or candidate —

- (a) must ensure that their use of social media and other forms of communication complies with this code; and
- (b) must only publish material that is factually correct.

(2) A council member or committee member —

- (a) must not be impaired by alcohol or drugs in the performance of their official duties; and
- (b) must comply with all policies, procedures, and resolutions of the local government.

9. Relationship with others

A council member, committee member or candidate —

- (a) must not bully or harass another person in any way; and
- (b) must deal with the media in a positive and appropriate manner and in accordance with any relevant policy of the local government; and
- (c) must not use offensive or derogatory language when referring to another person; and
- (d) must not disparage the character of another council member, committee member or candidate or a local government employee in connection with the performance of their official duties; and
- (e) must not impute dishonest or unethical motives to another council member, committee member or candidate or a local government employee in connection with the performance of their official duties.

10. Council or committee meetings

When attending a council or committee meeting, a council member, committee member or candidate —

- (a) must not act in an abusive or threatening manner towards another person; and
- (b) must not make a statement that the member or candidate knows, or could reasonably be expected to know, is false or misleading; and
- (c) must not repeatedly disrupt the meeting; and
- (d) must comply with any requirements of a local law of the local government relating to the procedures and conduct of council or committee meetings; and
- (e) must comply with any direction given by the person presiding at the meeting; and
- (f) must immediately cease to engage in any conduct that has been ruled out of order by the person presiding at the meeting.

11. Complaint about alleged breach

- (1) A person may make a complaint, in accordance with subclause (2), alleging a breach of a requirement set out in this Division.
- (2) A complaint must be made —
 - (a) in writing in the form approved by the local government; and
 - (b) to a person authorised under subclause (3); and
 - (c) within 1 month after the occurrence of the alleged breach.
- (3) The local government must, in writing, authorise 1 or more persons to receive complaints and withdrawals of complaints.

12. Dealing with complaint

- (1) After considering a complaint, the local government must, unless it dismisses the complaint under clause 13 or the complaint is withdrawn under clause 14(1), make a finding as to whether the alleged breach the subject of the complaint has occurred.
- (2) Before making a finding in relation to the complaint, the local government must give the person to whom the complaint relates a reasonable opportunity to be heard.
- (3) A finding that the alleged breach has occurred must be based on evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur.
- (4) If the local government makes a finding that the alleged breach has occurred, the local government may —
 - (a) take no further action; or
 - (b) prepare and implement a plan to address the behaviour of the person to whom the complaint relates.
- (5) When preparing a plan under subclause (4)(b), the local government must consult with the person to whom the complaint relates.
- (6) A plan under subclause (4)(b) may include a requirement for the person to whom the complaint relates to do 1 or more of the following —
 - (a) engage in mediation.
 - (b) undertake counselling.
 - (c) undertake training.
 - (d) take other action the local government considers appropriate.
- (7) If the local government makes a finding in relation to the complaint, the local government must give the complainant, and the person to whom the complaint relates, written notice of —
 - (a) its finding and the reasons for its finding; and
 - (b) if its finding is that the alleged breach has occurred — its decision under subclause (4).

13. Dismissal of complaint

- (1) The local government must dismiss a complaint if it is satisfied that —
 - (a) the behaviour to which the complaint relates occurred at a council or committee meeting; and
 - (b) either —
 - (i) the behaviour was dealt with by the person presiding at the meeting; or
 - (ii) the person responsible for the behaviour has taken remedial action in accordance with a local law of the local government that deals with meeting procedures.
- (2) If the local government dismisses a complaint, the local government must give the complainant, and the person to whom the complaint relates, written notice of its decision and the reasons for its decision.

14. Withdrawal of complaint

- (1) A complainant may withdraw their complaint at any time before the local government makes a finding in relation to the complaint.
- (2) The withdrawal of a complaint must be —
 - (a) in writing; and
 - (b) given to a person authorised under clause 11(3).

15. Other provisions about complaints

- (1) A complaint about an alleged breach by a candidate cannot be dealt with by the local government unless the candidate has been elected as a council member.
- (2) The procedure for dealing with complaints may be determined by the local government to the extent that it is not provided for in this Division.

Division 4 — Rules of conduct

Notes for this Division:

1. Under section 5.105(1) of the Act a council member commits a minor breach if the council member contravenes a rule of conduct. This extends to the contravention of a rule of conduct that occurred when the council member was a candidate.
2. A minor breach is dealt with by a standards panel under section 5.110 of the Act.

16. Overview of Division

- (1) This Division sets out rules of conduct for Council Members and candidates.
- (2) A reference in this Division to a council member includes a council member when acting as a committee member.

17. Misuse of local government resources

- (1) In this clause —

electoral purpose means the purpose of persuading electors to vote in a particular way at an election, referendum or other poll held under the Act, the *Electoral Act 1907* or the *Commonwealth Electoral Act 1918*.

resources of a local government include —

- (a) local government property; and
 - (b) services provided, or paid for, by a local government.
- (2) A council member must not, directly or indirectly, use the resources of a local government for an electoral purpose or other purpose unless authorised under the Act, or by the local government or the CEO, to use the resources for that purpose.

18. Securing personal advantage or disadvantaging others

- (1) A council member must not make improper use of their office —
- (a) to gain, directly or indirectly, an advantage for the council member or any other person; or
 - (b) to cause detriment to the local government or any other person.
- (2) Subclause (1) does not apply to conduct that contravenes section 5.93 of the Act or *The Criminal Code* section 83.

19. Prohibition against involvement in administration

- (1) A council member must not undertake a task that contributes to the administration of the local government unless authorised by the local government or the CEO to undertake that task.
- (2) Subclause (1) does not apply to anything that a council member does as part of the deliberations at a council or committee meeting.

20. Relationship with local government employees

- (1) In this clause —
- local government employee** means a person —
- (a) employed by a local government under section 5.36(1) of the Act; or
 - (b) engaged by a local government under a contract for services.
- (2) A council member or candidate must not —
- (a) direct or attempt to direct a local government employee to do or not to do anything in their capacity as a local government employee; or
 - (b) attempt to influence, by means of a threat or the promise of a reward, the conduct of a local government employee in their capacity as a local government employee; or
 - (c) act in an abusive or threatening manner towards a local government employee.
- (3) Subclause (2)(a) does not apply to anything that a council member does as part of the deliberations at a council or committee meeting.
- (4) If a council member or candidate, in their capacity as a council member or candidate, is attending a council or committee meeting or other organised event (for example, a briefing or workshop), the council member or candidate must not orally, in writing or by any other means —
- (a) make a statement that a local government employee is incompetent or dishonest; or

- (b) use an offensive or objectionable expression when referring to a local government employee.
- (5) Subclause (4)(a) does not apply to conduct that is unlawful under *The Criminal Code* Chapter XXXV.

21. Disclosure of information

- (1) In this clause —
 - closed meeting** means a council or committee meeting, or a part of a council or committee meeting, that is closed to members of the public under section 5.23(2) of the Act.
 - confidential document** means a document marked by the CEO, or by a person authorised by the CEO, to clearly show that the information in the document is not to be disclosed.
 - document** includes a part of a document.
 - non-confidential document** means a document that is not a confidential document.
- (2) A council member must not disclose information that the council member —
 - (a) derived from a confidential document; or
 - (b) acquired at a closed meeting other than information derived from a non-confidential document.
- (3) Subclause (2) does not prevent a council member from disclosing information —
 - (a) at a closed meeting; or
 - (b) to the extent specified by the council and subject to such other conditions as the council determines; or
 - (c) that is already in the public domain; or
 - (d) to an officer of the Department; or
 - (e) to the Minister; or
 - (f) to a legal practitioner for the purpose of obtaining legal advice; or
 - (g) if the disclosure is required or permitted by law.

22. Disclosure of interests

- (1) In this clause —
 - interest** —
 - (a) means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest; and
 - (b) includes an interest arising from kinship, friendship or membership of an association.
- (2) A council member who has an interest in any matter to be discussed at a council or committee meeting attended by the council member must disclose the nature of the interest —
 - (a) in a written notice given to the CEO before the meeting; or
 - (b) at the meeting immediately before the matter is discussed.
- (3) Subclause (2) does not apply to an interest referred to in section 5.60 of the Act.
- (4) Subclause (2) does not apply if a council member fails to disclose an interest because the council member did not know —

- (a) that they had an interest in the matter; or
 - (b) that the matter in which they had an interest would be discussed at the meeting and the council member disclosed the interest as soon as possible after the discussion began.
- (5) If, under subclause (2)(a), a council member discloses an interest in a written notice given to the CEO before a meeting, then —
- (a) before the meeting the CEO must cause the notice to be given to the person who is to preside at the meeting; and
 - (b) at the meeting the person presiding must bring the notice and its contents to the attention of the persons present immediately before any matter to which the disclosure relates is discussed.
- (6) Subclause (7) applies in relation to an interest if —
- (a) under subclause (2)(b) or (4)(b) the interest is disclosed at a meeting; or
 - (b) under subclause (5)(b) notice of the interest is brought to the attention of the persons present at a meeting.
- (7) The nature of the interest must be recorded in the minutes of the meeting.

23. Compliance with plan requirement

If a plan under clause 12(4)(b) in relation to a council member includes a requirement referred to in clause 12(6), the council member must comply with the requirement.

DRAFT FOR REVIEW

EME003		ELECTED MEMBERS INDUCTION, PROFESSIONAL DEVELOPMENT, AND CONFERENCE ATTENDANCE POLICY	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:	Must be adopted by Absolute Majority		
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:	s5.126, 5.127, 5.128 Local Government Act 1995 Local Government (Administration) Regulations 1996 Part 10		
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/03/2023	Council	Update policy name to "Elected Members Induction, Professional Development and Conference Attendance Policy". Change to objectives to reflect intent of policy. Insertion of new text under 'Continuing Professional Development' insertion of new paragraph 'Elected Member training is..... to enable full participation within the Community' and add 'No training or PD to occur during caretaker period'	FC 5/3/23
28/11/2023	Council	Nil	XXX

EME003 Elected Members Induction, Professional Development, and Conference Attendance Policy

OBJECTIVES

- To provide a policy position on the induction and continuing professional development of elected members that is compliant with Section 5.128 of the *Local Government Act 1995* and articulates Council's commitment to best practice governance.

POLICY STATEMENT/S

Induction

- Elected Members need to develop a clear understanding of their role and responsibilities when first elected to Council. It is important that Elected Members understand key processes and deliverables required by statute, especially as with each new Council there will be a requirement to review strategic direction and key long-term planning documents.
- An accessible, informative induction program is essential to newly appointed Elected Members being able to understand their role and to be able to move quickly and easily into their governance responsibilities after being elected to Council.
- It is also important that returning members have their understanding refreshed and they are aware of any changes to statutory requirements, organisational direction and issues arising.
- It is equally important that new and returning members are provided with the same information.

- Sitting and returning Elected Members will support newly appointed Elected Members by participating in the induction process.

Subjects to be covered in Induction

- Elected Members' Responsibilities
- Elected Members Support
- Meeting Procedures and Protocols
- Decision-making Framework
- Integrated Planning and Reporting
- Financial Management Framework
- Professional Risk and Liability of an Elected Member
- Land Use Planning
- Ensure understanding of compulsory training and timeframes

Mandatory Training

- All Elected Members are to ensure they complete the prescribed training course, within 12 months of being elected in accordance with the requirements of the *Local Government Act 1995*. The course has been developed to provide members with the skills and knowledge to perform their roles as leaders in their district.

Continuing Professional Development

- The Shire supports the ongoing professional development of Elected Members, particularly in relation to roles, responsibilities, interests, individual conduct, and meeting procedure.
- Elected Member training is available to Diploma level through WALGA and, where possible, Elected Members will be supported to complete the training.
- External Committee Training If Elected Members are nominated and approved to sit on an external committee which requires training as part of the membership, this training to be carried out as soon as practicable to enable full participation within the Committee.
- Elected Members training, with the exception of the Mandatory Training, must be endorsed by Council in consideration of benefit to the Community and budgetary implications.
- Notices inviting Council to nominate delegates to conferences, meetings, and similar occasions to be circulated to all Elected Members.
- Any Elected Member who wishes to represent Council at such an event shall request nomination at a Council meeting and must demonstrate genuine value to the position as an Elected Member and the community in general to the satisfaction of Council.
- Council shall decide by resolution to nominate such representative/s as Council may consider is subject to budgetary constraints.
- Following attendance of a conference, the Elected Member/s having attended the conference shall present, in person to the Council a summary of the conference deliverables and the relevant benefit to the Shire.

Register of Professional Development

- As required by the *Local Government Act 1995*, the Shire will:
- maintain a Register of Professional Development undertaken by Elected Members and publish the Register on the Shire's website.
- disclose, in the Annual Report each year, the professional development undertaken by Elected Members in the relevant period.

Election Caretaker Period

- Professional Development is not to be scheduled and/or expenses expended during the election caretaker period. Any CPD or compulsory training stipulated in this policy is to be completed prior to the caretaker period. The caretaker period is in accordance with EME024 Caretaker Policy – Shire Elections.

DRAFT FOR REVIEW

EME005		CEO LEAVE, APPOINTMENT OF ACTING OR TEMPORARY CEO	
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Annually
RELATED PROCEDURES:	Must be adopted by Absolute Majority		
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:	s5.39C Local Government Act 1995		
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
23/08/2022	Council	Nil	FC7/8/22
28/03/2023	Council	Nil	FC 5/3/23
28/11/2023	Council	Minor changes: -Inserted definition of Acting CEO and Temporary CEO. -Updated position titles from Executive Managers to Deputy Chief Executive Officer (DCEO) and Executive Manager Infrastructure Services (EMIS). -Inserted clause should the CEO be incapacitated automatic appointment of DCEO or EMIS.	XXX

EME005 Chief Executive Officer (CEO) leave, appointment of Acting or Temporary

OBJECTIVES

To establish the processes for a CEO taking leave, the appointment of an Acting CEO or a Temporary CEO for periods of less than twelve months and to comply with the provisions of s5.39C of the Local Government Act 1995 regarding the appointment of an Acting CEO or Temporary CEO.

The intent of this policy is to ensure that the Deputy Chief Executive Officer (DCEO) or Executive Manager Infrastructure (EMI) can be appointed to act in the role of the CEO for periods of leave, or vacation of the position for up to six (6) weeks only. This fosters the professional development of the Executives who desire to gain experience in the Acting CEO role.

POLICY STATEMENT/S

CEO Taking of Leave

The employment contract of the CEO outlines any leave entitlements. All planned leave applications are to be submitted in writing by the CEO to the Shire President prior to the proposed leave dates.

Acting CEO or Temporary CEO

The CEO has the authority to delegate the appointment of either the DCEO or EMIS, who are eligible under s5.39(1a) of the Local Government Act 1995, as the Acting CEO for up to eight weeks when the CEO is on leave.

An Acting CEO is not required during periods when the CEO is away from the office on local government business, or for short periods of leave (1-5 days) when the CEO is contactable.

If the CEO becomes incapacitated the DCEO will be automatically appointed as the Acting CEO for up to eight weeks. If the DCEO is not available, then the EMIS will be appointed.

Remuneration and Conditions of Acting or Temporary CEO

Acting CEO: Unless Council otherwise resolves, an employee appointed as Acting CEO shall be remunerated a cash component at 80% of the cash component only of the Substantive CEO's total reward package.

Temporary CEO: Appointed by Council absolute majority resolution, the remuneration and benefits to be offered to a Temporary CEO when entering a contract in accordance with the requirements of s.39(1) and (2)(a) of the Act.

Subject to relevant advice, the Council retains the right to terminate or change by absolute majority resolution any Temporary CEO appointment.

DEFINITIONS

Acting CEO: Either the DCEO or EMIS who has been appointed by the CEO to perform the role and responsibilities of the CEO for a period of up to 8 weeks.

Temporary CEO: A person who has been appointed by Council resolution to perform the role and responsibilities of the CEO for any period longer than 8 weeks, but not exceeding 1 year.

Incapacitated: No longer able to perform their usual duties due to unplanned emergency, illness or medical episode.

Planned Leave: Annual Leave, Executive Leave, Leave Without Pay, Long Service Leave.

DRAFT FOR REVIEW



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Portion Of Lot 547, Carnarvon Airport
James Street
Carnarvon, Western Australia 6701

File Ref: 17322584



VALUATION REPORT



Portion Of Lot 547, Carnarvon Airport James Street Carnarvon, Western Australia 6701

Prepared For	Shire of Carnarvon
Valuation Purpose and Intended Use	Market Rent Review
Valuation Date	1 November 2023
Our Reference	17322584
Client Reference	Purchase Order No. 46526
Inspection Type	No physical inspection

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1. Deed of Extension of Lease
2. Purchase Order/Quote Acceptance

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1.0 Executive Summary

1.1 Instructions

Instructing Party	Caroline Ballard, Shire of Carnarvon
Client	Shire of Carnarvon
Other Intended Users/Additional Client Information	Nil
Client Reference	Purchase Order No. 46526
Property Address /Asset Valued	Portion Of Lot 547, Carnarvon Airport James Street, Carnarvon, Western Australia 6701
Valuation Purpose and Intended Use	Market Rent Review
Restrictions on Use	This report has been prepared for the private and confidential use of our Client, Shire of Carnarvon and the nominated other Intended Users, for the specified purpose and it should not be relied upon by any other party for any purpose and the valuer shall not have any liability to any party who does so. The report should not be reproduced in whole or part without the express written authority of Opteon Property Group Pty Ltd. Our warning is registered here, that any party, other than those specifically named in this report as our Client or Intended User should obtain their own valuation before acting in any way in respect of the subject property.
Inspection	In accordance with the client's instructions, no physical inspection of the property was completed by the valuer when preparing this report and determining the Market Value of the subject property. The valuer has formed their opinion of value based upon one or more of the following sources: information provided by the property owner or occupant or other third party such as a real estate agent; information already known to the valuer due to a previous inspection by Opteon; information that the valuer has obtained from public searches or other enquiries. The valuer has taken reasonable steps to verify information, documentation and data provided by third parties where the valuer considered it necessary, but otherwise the valuer has assumed that any information provided by third parties is accurate, complete and not misleading.

1.2 Property Details

Property Description	Comprises a ground lease site positioned within the Carnarvon Airport complex. The facility provides aircraft refuelling infrastructure with associated tanks and bowsers. The site is strategically located with direct access to the main aircraft parking apron and taxiways.
Demised Premises	As per the Lease Land and Premises: Land Lot 547 on Deposited Plan 205438 being part of the land comprised in Certificate of Title Volume 1971 Folio 644. Premises The area of the Land (being approximately 1,294m ²) as hachured on the plan annexed hereto as Annexure 1 . (refer attached Deed of Variation of Lease)
Title Reference	Portion of Lot 547 Deposited Plan 205438 Volume 1971 Folio 644
Tenure Type	Freehold
Registered Proprietor	Shire of Carnarvon

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Lettable Area	1,294 sqm
Zoning	Strategic Infrastructure

1.3 Property Profile

Market

Reletting	Re-letting prospects are difficult with few potential tenants in the current market given the use of the tenancy and its regional location.
Stock Levels	There are few comparable properties currently available for lease.
Vacancies	Leased on an initial 5+5+5 year term having commenced 1 February 2014.
Leasing Volumes	Few leasing transactions of this nature throughout the region and wider state due to its specialised nature/location within a regional airport
Leasing Demand	Leasing demand for the property is currently limited with a shallow depth of prospective tenants for the property due to the nature and location of the property being within a regional airport complex.
Incentives	Incentives do not appear to be prevalent within the current market for this type of property.

Assumptions & Recommendations:

Significant and Verifiable Assumptions	<ul style="list-style-type: none"> The instructions and information supplied contain a full disclosure of all information that is relevant. Our assessment of the market rent is as per the existing lease agreement in Item 6 (7) which defines <i>current market rent</i> and Item 8 within the Schedule specifying Rent Review Dates are at the commencement of the Further Terms. The client has confirmed their agreement at the time of instruction that Opteon will not carry out a full physical inspection of the property that a valuer is customarily required to complete under professional practice standards (as determined by the Australian Property Institute (API)) or at law (where applicable) and that the client fully understands the risks inherent in the valuer not undertaking a full physical inspection of the property.
Assumptions Requiring Further Consultancy	<ul style="list-style-type: none"> None Recommended

1.4 Key Valuation Outputs

Passing Net Income	\$11,172 pa reflecting \$8.63 /sqm
Market Net Income	\$12,940 pa reflecting \$10 /sqm

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1.5 Valuation

Market Rent

Market Net Rent:	\$12,940 pa
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This valuation is exclusive of GST

Date of Valuation	1 November 2023
Date Issued	7 November 2023
Expiry of Valuation	This valuation is current as at the Date of Valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value.

Signatories

Stephen Incerti AAPI CPV
 Director - Regional WA
 API No: 64930 WA Lic No: 37965
Primary Valuer
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 steve.incerti@opteonsolutions.com

Important	<i>This Executive Summary must be read in conjunction with the remainder of this report. The Executive Summary is only a synopsis designed to provide a brief overview and must not be acted upon in isolation to the contents of the valuation report.</i>
Digital Copies of Reports	<i>Where a report has been provided in digital copy and has not been received directly via our firm, the report contents, especially the valuations and critical assumptions, should be verified by contacting the issuing office to ensure the contents are bona fide. In particular if the reader of this report has suspicions that the report appears to be tampered or altered then we recommend the reader contact the issuing office.</i>
Reliance on Whole Report	<i>This valuation should be read in its entirety, inclusive of any summary and annexures. The valuer and valuation firm does not accept any responsibility where part of this report has been relied upon without reference to the full context of the valuation report.</i>

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2.0 Instructions

Instructing Party	Caroline Ballard, Shire of Carnarvon
Date of Instructions	8 August 2023
Client	Shire of Carnarvon
Other Intended Users/Additional Client Information	Nil
Property Address/Asset Valued	Portion Of Lot 547, Carnarvon Airport James Street, Carnarvon, Western Australia 6701
Valuation Purpose and Intended Use	Market Rent Review
Restrictions on Use	This report has been prepared for the private and confidential use of our Client, Shire of Carnarvon and the nominated other Intended Users, for the specified purpose and it should not be relied upon by any other party for any purpose and the valuer shall not have any liability to any party who does so. The report should not be reproduced in whole or part without the express written authority of Opteon Property Group Pty Ltd. Our warning is registered here, that any party, other than those specifically named in this report as our Client or Intended User should obtain their own valuation before acting in any way in respect of the subject property.
Inspection	In accordance with the client's instructions, no physical inspection of the property was completed by the valuer when preparing this report and determining the Market Value of the subject property. The valuer has formed their opinion of value based upon one or more of the following sources: information provided by the property owner or occupant or other third party such as a real estate agent; information already known to the valuer due to a previous inspection by Opteon; information that the valuer has obtained from public searches or other enquiries. The valuer has taken reasonable steps to verify information, documentation and data provided by third parties where the valuer considered it necessary, but otherwise the valuer has assumed that any information provided by third parties is accurate, complete and not misleading.

A copy of our instructions is attached to this report.

3.0 Basis of Value & Definitions

Market Rent	Market Rent is defined in the International Valuations Standards as: <i>The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.</i>
Rent Under Lease	Our valuation has been assessed pursuant to the definitions and terms of the lease. In particular we refer to Item 6 (7) of the lease which defines the rent to be assessed and the basis of assessment as – <i>“the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:</i> <i>(i) Any improvements made or effected to the Premises; and</i> <i>(ii) Any rent free periods, discounts or other rental concessions.”</i>

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Face Rent	<i>“The rent shown on a lease document which may include incentives.”</i>
Effective Rent	<i>“The actual liability for rent after adjustments for any incentives and costs to the face rent are taken into account.”</i>

4.0 Date of Valuation

Valuation Date	1 November 2023
Expiry of Valuation	This valuation is current as at the Date of Valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value.

5.0 Location

Location	Carnarvon is a northern coastal town, 902 km from Perth located on the Gascoyne River. Population as per 2021 census indicates 5,251 people within the Local Government Area. The townsite includes an airport, hospital/health campus, regional TAFE and schools. Main industries include intensive horticulture/agriculture, fishing and tourism.
Neighbourhood	More specifically, the Geraldton Airport complex is located within the locality of Moonyoonooka and is approximately 12 kms east of the Geraldton town centre/CBD.

Location Map



Sourced from maps.googleapis.com

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Specific Location Map



Sourced from maps.googleapis.com

6.0 Planning

Local Government Area	Shire of Carnarvon
Planning Scheme	Local Planning Scheme No.13
Current Zoning	Strategic Infrastructure
Existing Use	Aircraft Refuelling facilities
Zoning Effect	To set aside land required for port or airport facilities.
Heritage Issues	Not applicable

7.0 Site

7.1 Site Details

Site Description	Irregular shaped ground lease area parcel within the Carnarvon Airport Complex.
Dimensions	The shape and dimensions of the property are shown on the Sketch Plans in Annexure 1 of the Lease Agreement (appended to report).
Source of Site Area	Lease Agreement
Site Area	1,294 sqm
Identification	Lease plan, site plan of Airport complex and on line cadastral plans.

7.2 Services

Services	All necessary services are provided.
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8.0 Description of Premises

Comprises a ground lease site positioned within the Carnarvon Airport complex. Provides aircraft refuelling infrastructure with associated improvements. The improvements on site are not included in our valuation assessment.

9.0 Ground Lease

9.1 World Fuel Services (Australia) Pty Ltd Lease Area



9.2 Site Area

Total Lettable Area	1,294 sqm
Building Area	Land Area
Measurement Basis	
Source of Areas	As per existing Lease Agreement

Accommodation:	Measurement Basis:	Lettable Area:
World Fuel Services (Australia) Pty Ltd Lease Area	Land Area	1,294 sqm
Total Lettable Area:		1,294 sqm

Tenancy Configuration The above areas have been calculated based on the current building configuration. If the premises are occupied by multiple occupants or tenancy boundaries are varied, the lettable areas may vary due to the inclusion or exclusion of common areas.

10.0 Occupancy and Lease Details

Occupancy Status	Leased
Leases Sighted	We confirm having been provided with signed copies of the relevant Leases including the Deed of Variation of Lease which is dated 18 March 2019.

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10.1 Lease Summary

Lessee	World Fuel Services (Australia) Pty Ltd
Demised Premises	Portion of Lot 547 as hachured on lease plan (being approximately 1,294 sqm).
Commencement Date	1 February 2019
Year of Occupancy	2014
Initial Term	5 yrs
Options	5+5 yrs
Expiry Date	31 January 2024
Commencing Rent	\$9,482.60 pa
Current Rent	\$11,172 pa
Rent Includes GST	No
Rent Reviews	CPI at each anniversary of the Commencement Date except the dates which are a Market Review date which are at the commencement of the First and Second Further Terms.
Net or Gross	Net
Permitted Use	Storage, handling and sale of fuels, lubricants and related products.

11.0 General Comments

The Carnarvon Airport complex is conveniently located within a 2 km radius to the eastern periphery of the main Carnarvon town centre/CBD. The facility is owned and operated by the Shire of Carnarvon.

Currently Regional Express (Rex) Airlines are the only airline that flies direct to Carnarvon from Perth on Monday to Friday with an estimated flight time of 2 hours and 15 minutes. Additional flight option is available to make a stop at Monkey Mia (1 hour and 45 minutes from Perth) en-route to or from Carnarvon,

The rental assessed has regards to the lease which defines the current market rent as –

“the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:

- (i) Any improvements made or effected to the Premises; and*
- (ii) Any rent free periods, discounts or other rental concessions.”*

Accordingly our rental assessment is for the unimproved, vacant or ground leased nature of the property.

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12.0 Leasing Analysis

12.1 Market

Reletting	Re-letting prospects are difficult with few potential tenants in the current market given the use of the tenancy and its regional location.
Stock Levels	There are few comparable properties currently available for lease.
Vacancies	Leased on an initial 5+5+5 year term having commenced 1 February 2014.
Leasing Volumes	Few leasing transactions of this nature throughout the region and wider state due to its specialised nature/location within a regional airport
Leasing Demand	Leasing demand for the property is currently limited with a shallow depth of prospective tenants for the property due to the nature and location of the property being within a regional airport complex.
Incentives	Incentives do not appear to be prevalent within the current market for this type of property.

13.0 Market Evidence

13.1 Rental Evidence

Market Rents:

In forming our opinion of the Market Rent of the subject property, we have had regard to various lease transactions (a selection of which are detailed below:

Premises	Busselton Flyers Pty Ltd - Busselton-Margaret River Airport, 86 Neville Hyder Drive, Yalyalup, WA
Rent	\$12,147 pa
Net or Gross	Net
Date Rent Set	Feb 2023
Tenancy Area	1,200 sqm
Initial Term	10 yrs
Options	10 yrs
Rent Review Method	Annually - CPI. Reviewed to market every 5 years
Face Rent Analysis	\$10 /sqm
Comments	Ground lease of 1,200 sqm with metal and concrete tilt panel hangar constructed by the Lessee and comprising 6 equal hangar areas with a truss entry height of 3.5 metres rising to 5.2 metres at the apex. Suitable for personal use, not commercial.
Comparability	Similar sized tenancy within a small south west regional airport. The subject is considered to reflect a similar rental rate/sqm.

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Premises	Hangar Site 13, Lot 214 Albany Highway, Drome, WA
Rent	\$3,246 pa
Net or Gross	Net
Date Rent Set	Oct 2022
Tenancy Area	361 sqm
Initial Term	10 yrs
Options	10 yrs
Rent Review Method	The rent is reviewed annually in accordance with movements in the CPI. The rent is reviewed to market every 36 months from commencement.
Face Rent Analysis	\$9 /sqm
Comments	A rectangular shaped ground lease site located on Taxiway 'D' with apron access to the runway. Tenant improvements comprise a basic 1990's steel and metal clad aircraft hangar.
Comparability	Smaller sized tenancy in a southern regional airport complex. The subject is considered to reflect a slightly higher rental rate/sqm.

Premises	Lease Area 18, Derby Airport, Derby, WA
Rent	\$15,305 pa
Net or Gross	Net
Date Rent Set	Sep 2022
Tenancy Area	844 sqm
Initial Term	10 yrs
Options	10 yrs
Face Rent Analysis	\$18 /sqm
Comments	Comprises an approximate 844 sqm airside site positioned ground lease site located within the Derby Airport. The site is generally rectangular in shape being located adjacent the general aviation apron/parking area. The immediate area incorporates a number of aircraft hangers in conjunction with fuel storage facilities, terminal and commercial/office accommodation. The Derby Airport has had significant upgrades in recent times.
Comparability	Smaller tenancy within northern regional airport complex which has had recent upgrades and increased demand from resource industry providers. The subject is considered to reflect a lower rental rate/sqm.

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Premises	Lot 10 Lease Area Newman Airport, Newman, WA
Rent	\$13,197 pa
Net or Gross	Net
Date Rent Set	Sep 2021
Tenancy Area	1,044 sqm
Initial Term	10 yrs
Options	5+5 yrs
Rent Review Method	The rent is increased annually by 1%. The rent is reviewed to market at the commencement of the option(s).
Incentives	Nil
Face Rent Analysis	\$13 /sqm
Comments	Comprises an approximate 1,044 sqm airside accessed ground lease site positioned within the Newman Airport with a lessee improved hangar and office/amenities facility for a helicopter business. Separately accessed with access road frontage.
Comparability	Smaller tenancy area within a northern Pilbara regional airport complex. Demand from resource sector service providers and good separate access. The subject is considered to reflect a lower rental rate/sqm.

Premises	Lease Area 2, Fitzroy Crossing Airport, Scrivener Road, Fitzroy Crossing, WA
Rent	\$9,100 pa
Net or Gross	Net
Date Rent Set	Jul 2021
Tenancy Area	700 sqm
Initial Term	5 yrs
Options	5 yrs
Rent Review Method	The rent is reviewed annually in accordance with movements in the CPI. The rent is reviewed to market in 2026.
Face Rent Analysis	\$13 /sqm
Comments	Comprises a 700 sqm rectangular shaped ground lease site positioned adjacent/east of the general aviation apron at the Fitzroy Crossing Airport. We are advised that the previous tenant surrendered the lease and subsequently the ownership of the hangar. We understand this lease was struck on a ground lease basis only with the lessee's responsibility to maintain the hangar during the lease term and remove the hangar upon expiration and/or surrender of lease.
Comparability	Smaller tenancy within northern regional airport complex which although struck as a ground lease does provide the lessee with use of a hangar The subject is considered to reflect a lower rental rate/sqm.

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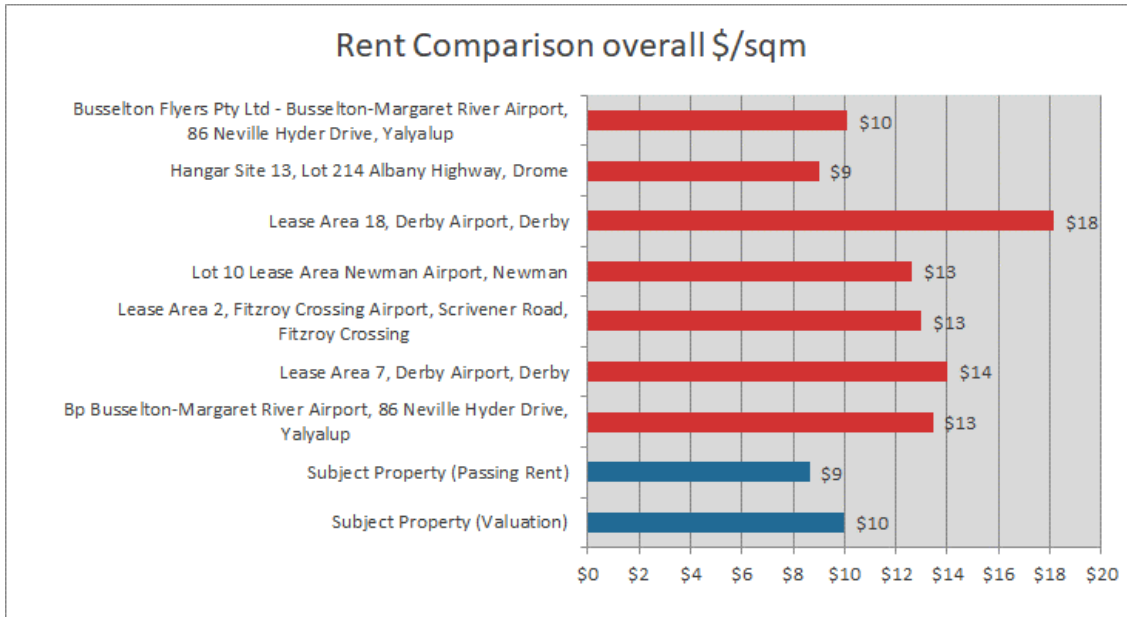
Premises	Lease Area 7, Derby Airport, Derby, WA
Rent	\$20,500 pa
Net or Gross	Net
Date Rent Set	Jan 2021
Tenancy Area	1,462 sqm
Initial Term	10 yrs
Rent Review Method	The rent is reviewed annually in accordance with movements in the CPI. Market review end of year 5.
Face Rent Analysis	\$14 /sqm
Comments	The property comprises a generally regular shaped ground lease site located adjacent the general aviation apron at the Derby Airport. The property is improved with a lessee-built aircraft hangar, which is (subject to the terms of the lease) to remain the property of the lessee.
Comparability	Similar sized tenancy within northern regional airport complex which has had recent upgrades and increased demand from resource industry providers. The subject is considered to reflect a lower rental rate/sqm.

Premises	Bp Busselton-Margaret River Airport, 86 Neville Hyder Drive, Yalyalup, WA
Rent	\$17,896 pa
Net or Gross	Net
Date Rent Set	Jan 2018
Tenancy Area	1,332 sqm
Initial Term	10
Options	10 yrs
Rent Review Method	Annually - CPI. Reviewed to market every 5 years.
Incentives	Rent free period from commencement until Practical Completion. 50% rent from Practical Completion until Operations Date.
Face Rent Analysis	\$13 /sqm
Comments	Ground lease of 1,332 sqm of vacant land with power available located on the western side of the runway apron and adjacent to the Airport Terminal. Tenants infrastructure includes a concrete hardstand with 2 large above ground fuel tanks and associated pumps, a further smaller fuel tank surrounded by a 50cm concrete bund wall, a small shed, perimeter steel post cyclone mesh fencing with barbed wire with safety signage and fuel bowsers that are situated on the apron adjacent to the lease area.
Comparability	Similar sized tenancy within a small south west regional airport complex having a similar refuelling use. The subject is considered to reflect a lower rental rate/sqm.

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Market Rent Conclusions:



Available rental evidence for ground leases is in the main difficult to source. Of the evidence gathered within other similar type WA regional airport complexes we note a rental rate range of between \$9 to \$18 /sqm is indicated.

Variation in rental rates is attributed to property factors such as locational attributes, land area, configuration and shape of area and its accessibility. In terms of locational factors to consider regional airports within resource sector regions are considered to generate a higher level of demand for ground lease sites and therefore are considered to achieve higher rental rates.

Considering the property attributes of the subject ground lease tenancy we are of the opinion a rent rate towards the lower end of the indicated range of \$9 to \$11 / sqm is applicable. For finite purposes we have adopted the mid-point of this range at \$10 /sqm.

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14.0 Valuation Methodology

14.1 Adopted Valuation Approach and Method

The most appropriate valuation approach for a rental valuation of premises of this nature is the market approach whereby the subject premises are compared with rents of comparable properties.

14.2 Valuation Calculations

Rental Valuation - Lettable Area Basis (and Sensitivity Analysis)			
			Market Rent
Lettable Area:	1,294 sqm	@ \$9	\$11,646
	1,294 sqm	@ \$10	\$12,940
	1,294 sqm	@ \$11	\$14,234
Indicates Market Rent:			\$12,940

14.3 Conclusion

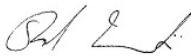
Having regard to the market evidence and the above calculations, from an objective and balanced point of view, we are of the opinion that the Market Rent of the premises is \$12,940 pa

15.0 Market Rent

15.1 Rent – Subject to Existing Lease

The Rent of the premises subject to the existing lease, is:

\$12,940 pa

Date of Valuation	1 November 2023
Date Issued	7 November 2023
Signatories	 Stephen Incerti AAPI CPV Director - Regional WA API No: 64930 WA Lic No: 37965 Primary Valuer PH 0417 997 531 steve.incerti@opteonsolutions.com

Important *This valuation is subject to the definitions, qualifications and disclaimers and other comments contained within this report.*

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16.0 Scope of Work

Independence of Valuer/Disclosure	Unless otherwise disclosed, the valuer does not have any material connection or involvement with the subject property or the parties to the valuation that could limit the valuer’s ability to provide an unbiased and objective valuation. The valuation has been assessed independently by the valuer without material assistance from others.
Valuation Currency	This valuation has been assessed in Australian dollars (\$AUD).
Restrictions on Use	This report has been prepared for the private and confidential use of our Client, Shire of Carnarvon and the nominated other Intended users, for the specified purpose and it should not be relied upon by any other party for any purpose and the valuer shall not have any liability to any party who does so. The report should not be reproduced in whole or part without the express written authority of Opteon Property Group Pty Ltd. Our warning is registered here, that any party, other than those specifically named in this report as our Client or Intended user should obtain their own valuation before acting in any way in respect of the subject property.
Basis of Value	Market Rent
Extent of Valuers’ Work and Limitations	This valuation has been based on information supplied which is assumed to have been provided in good faith and contain a full and frank disclosure of all information that is relevant to the valuation of the property. The valuer has not undertaken due diligence or verification of the information supplied.
Nature and Source of Information	Information we have been provided with and relied upon in undertaking our valuation includes: Lease documents; and Instructions
Compliance/Departures with Valuation Standards	This valuation has been prepared in accordance with the International Valuation Standards (IVS) and other applicable Valuation Standards.

17.0 Assumptions, Conditions & Limitations

Area	<i>In the event actual surveyed areas of the property are different to the areas adopted in this valuation the survey should be referred to the valuer for comment on any valuation implications. We reserve the right to amend our valuation in the event that a formal survey of areas differs from those detailed in this report.</i>
Environmental	<i>This valuation assumes there are no environmental issues with the property or hazardous or toxic materials present unless specifically identified within the valuation report. We are not experts in environmental matters and make no representations about any environmental matters relating to the property. If an environmental assessment is subsequently carried out, or the property is otherwise found to contain contamination or other environmental hazards, we reserve the right to review and, if necessary, amend this valuation.</i>
Full Disclosure	<i>This valuation assumes that any information, documentation and data provided by you or any third parties is accurate and is a full disclosure of information which may impact on the value of the property. Whilst the Valuer has taken reasonable steps to verify the information supplied, we do not accept any liability whatsoever for any information being insufficient, inaccurate or misleading. If inaccuracies in the information are subsequently discovered, we reserve the right to review and, if necessary, amend our valuation.</i>

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Geotechnical	<i>Our valuation assumes there are no adverse geotechnical conditions affecting the property. We are not experts in civil or geotechnical engineering and do not make any comment as to the geotechnical integrity of the property. If it is subsequently determined that there are adverse geotechnical conditions, we reserve the right to review and, if necessary, amend this valuation.</i>
GST	<i>All amounts and values quoted are exclusive of GST unless otherwise specified. If you are uncertain about GST and the property, we recommend you seek advice from a qualified accountant. In analysing sales and/or leasing evidence we have attempted to ascertain whether the price/rent is exclusive or inclusive of GST. We reserve the right to review and, if necessary, amend our valuation in the event subsequent information becomes available which identifies the GST treatment is different.</i>
Identification	<i>The property has been identified as per details provided within this report. The identification comments are not provided in the capacity of an expert, and a surveyor (not a valuer) would be able to confirm the identification of the property and/or any encroachments by way of undertaking a site survey.</i>
Leases and Rents	<i>This valuation is based on the lease terms and conditions summarised within this report sourced from a review of the available lease documentation or tenancy information provided. This valuation is made on the basis that the tenants are paying rent in accordance with the lease agreements and there are no undisclosed rental subsidies, or other incentives that have been provided by the lessor. Our valuation assumes there are no material breaches of the essential terms of existing Leases by the existing Lessees and no material rental arrears at the date of Valuation.</i>
Market Change	<i>This valuation is current as at the Date of Valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. Where the valuation is being relied upon for mortgage purposes, without limiting the generality of the above comment, we do not assume any responsibility or accept any liability where this valuation is relied upon after the expiration of 90 days from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation. We recommend the valuation be reviewed at regular intervals.</i>
Market Evidence Information Availability	<i>In preparing this valuation we have undertaken those investigations reasonably expected of a professional valuer having regard to normal industry practice so as to obtain the most relevant, available, comparable market evidence. Whilst we believe the market information obtained to be accurate, all details may not have been formally verified.</i>
Partial or No Physical Inspection	<p><i>A full physical inspection of the property was not completed by the Valuer when preparing this valuation. The Valuer formed an opinion of value based upon one or more of the following sources: an external physical inspection of the property; a limited kerbside inspection of the property; information provided by the property owner or occupant or other third party such as a real estate agent; information already known to the Valuer due to a previous inspection by Opteon; information that the Valuer has obtained from public searches or other enquiries.</i></p> <p><i>When a valuation is completed without a full physical inspection of the property there is some inherent risk of diminished accuracy as the Valuer has not confirmed physical aspects of the property which could have an impact on value. The client confirmed the limited scope of work at the time of our instructions and that Opteon would not carry out a full physical inspection of the property that a Valuer is customarily required to complete.</i></p>

Portion Of Lot 547, Carnarvon Airport James Street
 Carnarvon, Western Australia 6701
 Our Reference: 17322584



<p>Planning and Building Approvals</p>	<p><i>Town planning and zoning information was informally obtained from the relevant local and State Government authorities or online sources which should be verified if considered necessary. This valuation assumes all necessary and appropriate town planning and/or building, consents, approvals and certifications have been issued unless specified otherwise within the valuation report. If formal searches subsequently obtained contains additional or contrary information, we reserve the right to review and, if necessary, amend the valuation.</i></p>
<p>Publication of Report</p>	<p><i>The publication of the valuation or report in whole or any part, or any reference thereto, or the names and professional affiliations of the valuers is prohibited without the prior written approval of the valuer as to the form and context in which it is to appear.</i></p>
<p>Site Survey</p>	<p><i>This report is not a site survey and any comments relating to survey matters are not given in the capacity as an expert surveyor.</i></p> <p><i>Unless specified otherwise, the valuation is made on the basis that there are no encroachments by or upon the property and this should be confirmed by a current survey report if considered necessary. If any encroachments are noted by a survey we reserve the right to review and, if necessary, amend this valuation.</i></p>
<p>Structural</p>	<p><i>This report is not a structural survey and any comments relating to the condition of the improvements on the property are not given in the capacity as an expert.</i></p> <p><i>Unless specified otherwise, we have not sighted a structural report nor have we inspected unexposed or inaccessible parts of the premises. We therefore cannot comment on the structural integrity, defects, rot or infestation of the improvements nor can we comment on any knowledge of the use in construction materials such as asbestos or other materials which are considered hazardous, other than matters which are obvious.</i></p> <p><i>This valuation assumes the building is structurally sound; building services are adequate and appropriately maintained; the building complies with applicable building, health, safety and fire laws and regulations. If an expert's report establishes structural issues we reserve the right to review and, if necessary, amend this valuation.</i></p>

Portion Of Lot 547, Carnarvon Airport James Street
 Carnarvon, Western Australia 6701
 Our Reference: 17322584



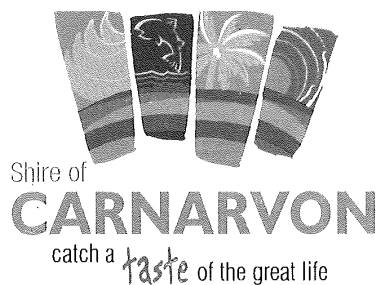
<p>Third Party</p>	<p><i>This report has been prepared for the private and confidential use of our Client, Shire of Carnarvon and the nominated other Intended Users, for the specified purpose and it should not be relied upon by any other party for any purpose and the valuer shall not have any liability to any party who does so. The report should not be reproduced in whole or part without the express written authority of Opteon Property Group Pty Ltd. Our warning is registered here, that any party, other than those specifically named in this report as our Client or Intended User should obtain their own valuation before acting in any way in respect of the subject property.</i></p> <p><i>If the report has been prepared for multiple parties, including a syndicated lending group or managed investment scheme the Client and Intended Users acknowledge and agree that they may use and rely on the valuation report for the specified purpose on the following basis and no responsibility is accepted by Opteon Property Group Pty Ltd to any other parties who receive, rely on or use the valuation for any purpose in the event of distribution or publication by the Client or Intended Users:</i></p> <ul style="list-style-type: none"> <i>(a) Their interests are a joint interest under the applicable Professional Standards Legislation, in all states and territories of Australia, and any claim by one or more of the parties will be dealt with as a single claim with the intention of joining all the Intended Users to a single claim where that claim was related to reliance on the valuation report. For the avoidance of doubt, a joint interest cannot be split and are to be treated as a single claim. Only an Intended User as stated in the valuation report is entitled to bring a claim for and on behalf of the Intended Users.</i> <i>(b) The interests of the Intended Users are a joint interest in a cause of action founded on the same act or omission and any claim by one or more of the Intended Users will be dealt with as a single claim including for the purpose of any applicable professional standards legislation.</i>
<p>Third Party Information</p>	<p><i>In preparing the valuation report the valuer may have relied on information, documents and data provided by third parties (Third Party Information). Whilst the valuer has taken reasonable steps to verify the accuracy and completeness of the Third Party Information, the valuer does not make any warranties or representations about the accuracy or completeness of that Third Party Information and will not be liable for any loss that may arise as a direct or indirect consequence of any Third Party Information being incomplete, inaccurate or misleading due to the fraud or recklessness of a provider of the Third Party Information.</i></p>

Portion Of Lot 547, Carnarvon Airport James Street
Carnarvon, WA 6701
Our Reference: 17322584



APPENDIX 1

DEED OF EXTENSION OF LEASE



Shire of CARNARVON

Ref: OCC1919125
Enquiry: Nicole Astley

19 March 2019

World Fuel Services (Australia) Pty Ltd
Davin Magee
Level 2, 179 Queen Street
MELBOURNE VIC 3000

Dear Davin,

Deed of Extension of Lease: Portion of Lot 547 James Street, Carnarvon

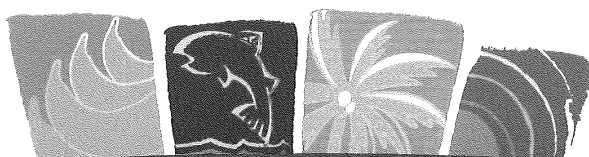
Please find enclosed the fully executed lease between the Shire of Carnarvon and World Fuel Services (Australia) Pty Ltd for your records.

We trust this sufficiently details the information required at this time. However, should you require any clarification please contact me by phone: 9941 0027 or by email: astley.n@carnarvon.wa.gov.au.

Yours faithfully

Nicole Astley
GOVERNANCE SUPPORT OFFICER

3 Francis Street
PO Box 459
Carnarvon WA 6701



Phone (08) 9941 0000
Fax (08) 9941 0000
Email shire@carnarvon.wa.gov.au
Web www.carnarvon.wa.gov.au

Deed of Extension of Lease: Portion of Lot 547 James Street, Carnarvon

Shire of Carnarvon

World Fuel Services (Australia) Pty Ltd



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

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

Email: mcleods@mcleods.com.au

Ref: LMC:CARN-33860

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Details

Parties

Shire of Carnarvon

of PO Box 459, Carnarvon, Western Australia
(Lessor)

World Fuel Services (Australia) Pty Ltd (ACN 150 375 063)

of Level 2, 179 Queen Street, Melbourne, Victoria
(Lessee)

Background

- A. Pursuant to the Lease, the Lessor leased to the Lessee the Premises for a term of five years, together with two options to renew for five years.
- B. The Lessee has exercised its option under the Lease to extend the term of the Lease for the First Further Term.
- C. The Lessor has agreed to extend the Lease for the First Further Term on the terms and conditions contained in this Deed.

Agreed terms

1. Definitions and Interpretation

1.1 Definitions

Unless otherwise required by the context or subject matter the following words have these meanings in this Deed:

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

First Further Term means the term described in **Item 3** of the Schedule.

Lease means the Lease specified in **Item 1** of the Schedule;

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

Premises means the Premises more particularly described in **Item 2(b)** of the Schedule; and

Schedule means the Schedule to this Deed.

1.2 Same meaning as Lease

Unless the contrary intention appears words defined in the Lease have the same meaning when used in this Deed.

1.3 Interpretation

Unless expressed to the contrary:

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

- (k) If a Party comprises two or more persons the covenants and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them.
- (l) Except in the Schedule headings do not affect the interpretation of this Deed.

2. Extension & Variation of Lease

- (1) The Lessor extends the Lease for the First Further Term on the terms of this Deed and the Lessee accepts the extension.
- (2) The Parties agree that the description of the "Land" in Item 1 of the Schedule to the Lease is to be read as the description contained in **Item 2(a)** of the Schedule to this Deed.

3. Terms of Extension

All the provisions of the Lease apply during the First Further Term except to the extent that the terms of the Lease are varied by this Deed.

4. Lessee's Covenants

- (1) The Lessee shall during the First Further Term:
 - (a) pay the Rent as varied from time to time and all other monies payable by the Lessee under the Lease in the manner specified in the Lease; and
 - (b) subject to this Deed comply with all the Lessee's other obligations under the Lease.
- (2) The Lessee acknowledges that in respect of the First Further Term the Lessor has all the rights and powers and may exercise all the remedies as are contained in the Lease.

5. Confirmation of Rental

The parties agree that the rental payable under the Lease for the lease year commencing on 1 February 2019 is \$9,482.60 per annum (excluding GST).

6. Lessor's Covenants

The Lessor shall during the First Further Term comply with observe and perform all the Lessor's covenants and obligations under the Lease.

7. Mutual Covenants

- (1) Except as varied by this Deed the terms and conditions contained or implied in the Lease apply during the Further Term.
- (2) This Deed does not affect the rights or obligations of the Lessee or the Lessor under the terms of any Lease or tenancy that existed prior to the commencement of the First Further Term.
- (3) The Parties have agreed that a market review will not be carried out on the commencement of the First Further Term and the Rent will remain the same as it was in the immediately preceding period.

8. Severance

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

9. Costs

The Lessee shall pay the costs in relation to the preparation and execution of this Deed.

Schedule

Item 1: Lease

- (a) A lease between the Shire of Carnarvon as the Lessor and Mobil Oil Australia Pty Ltd (ACN 004 052 984) as the Lessee, commencing 1 February 2014; and
- (b) A Deed of Variation and Assignment of Lease between the Shire of Carnarvon as the Lessor, Mobil Oil Australia Pty Ltd (ACN 004 052 984) as the Assignor and World Fuel Services (Australia) Pty Ltd (ACN 150 375 063) as the Assignor, dated 19 October 2016,

copies of which are annexed to this Deed as **Annexure 1**.

Item 2: Land & Premises

- (a) **Land**

Lot 547 on Deposited Plan 205438 being the whole of the land comprised in Certificate of Title Volume 2886 Folio 502.

- (b) **Premises**

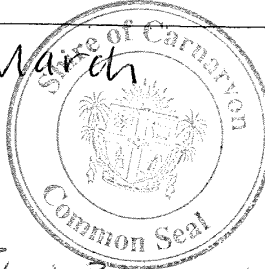
The premises as described in the Lease.

Item 3: First Further Term

Five years commencing on 1 February 2019 and expiring on 30 January 2024.

Signing page

EXECUTED on the 18th day of March 2019



THE COMMON SEAL of the SHIRE OF CARNAVON was hereunto affixed in the presence of:

[Signature]
PRESIDENT

Karl Brandenburg
(PRINT FULL NAME)

[Signature]
CHIEF EXECUTIVE OFFICER

David Burton
(PRINT FULL NAME)

EXECUTED BY WORLD FUEL SERVICES (AUSTRALIA) PTY LTD (ACN 150 375 063) pursuant to Section 127 of the Corporations Act:

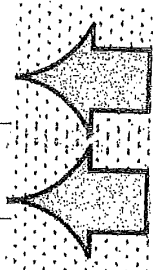
[Signature]
Signature of Director

DAVIN MAGEE
(Print Full Name)

[Signature]
Signature of Director/Secretary*

RICHARD D. McMICHAEL
(Print Full Name)

(*Delete whichever designation is incorrect)



Annexure 1 – Lease

Date: Do not date 20

SHIRE OF CARNARVON
(ABN 89 534 312 469)

and

MOBIL OIL AUSTRALIA PTY LTD
(formerly Mobil Oil Australia Limited)
(ACN 004 052 984)

and

WORLD FUEL SERVICES (AUSTRALIA) PTY LTD
(ACN 150 375 063)

**DEED OF VARIATION AND ASSIGNMENT OF
LEASE**

PREMISES: LOT 547 JAMES STREET, CARNARVON, WESTERN AUSTRALIA

HFWMBN1597358-2

holman fenwick willan 

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Schedule 14

THIS DEED OF ASSIGNMENT OF LEASE is made on the date specified in **Item 1** of the Schedule

PARTIES

1. The party named in **Item 2** ("**the Lessor**")
2. The party named in **Item 3** ("**Mobil**")
3. The party named in **Item 4** ("**WFS**")

BACKGROUND

- A. Mobil is entitled to possession of the Premises under the Lease, as varied and restated by this Deed.
- B. Mobil has agreed to assign its interest in the Lease and the Premises to WFS and WFS has agreed to take this assignment, in each case, subject to the Lessor's consent.
- C. The Lessor consents to the assignment of Mobil's interest in the Lease and the Premises on the terms of this Deed.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, defined terms have the following meaning:

Assignment Date means the date specified in **Item 5**.

Business Day means a day on which banks are open for general banking business in the state or territory where the Premises are located.

Deed means **this Deed**.

Lease means the lease set out in **Item 6** made between the Lessor and Mobil in respect of the Premises as varied, renewed or assigned at any time prior to the Assignment Date and includes all the covenants which touch and affect the reversion of the Premises and the personal obligations under it.

Lessor means the person for the time being entitled to the reversion of the Premises as set out in **Item 2**.

Lessee means the lessee under the Lease whether described as "the Lessee", "lessee", "Mobil" or howsoever described and being the person set out in **Item 3**.

Lessee's Covenants means all the covenants, obligations and agreements of the Lessee under the Lease whether or not they touch and concern the land.

Liability means any debt liability, obligation, or responsibility of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become

due, vested or unvested, executory, determined or determinable or otherwise, and whether or not the same is required to be accrued and includes all costs and expenses relating thereto

Premises means the premises described in the Lease.

Schedule means the schedule to this Deed.

SPA means the sale and purchase agreement dated 10 February 2016 between Mobil and others and an entity related to WFS relating to the sale by Mobil and the purchase by WFS and other related entities of WFS of certain assets related to part of Mobil's aviation fuels business.

Titles Office means the land registry in the state or territory in which the Premises are situated, specified in **Item 7**.

1.2 Interpretation

In this Deed unless the context requires otherwise:

- (a) unless defined in clause 1.1, a word or phrase has the same meaning as in the Lease;
- (b) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (c) the singular includes the plural and vice versa;
- (d) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (e) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced time to time;
- (f) a reference to any party to this Deed or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (g) a reference to 'dollars' or '\$' is to Australian currency; and
- (h) a reference to an 'Item' is to the relevant item in the Schedule.

1.3 Multiple parties

If any party is made up of more than one person:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

2. VARIATION OF LEASE

2.1 Variation and restatement

With effect on and from the Assignment Date, the Lease will be deemed to have been varied and restated by:

- (a) Deleting the words "*in the joint names*" in clause 8.1;
- (b) Inserting the words "*with the Lessor named as an additional insured with respect to the occupancy and activities of the Lessee on the Premises*" at the end of clause 8.1 (a); and
- (c) Inserting the words "*with the Lessor named as a loss payee as their interest may appear*" at the end of clause 8.1 (b).

2.2 Confirmation

Except where varied by this Deed, the terms and conditions and the rights and obligations of the parties under the Lease are hereby confirmed.

3. ASSIGNMENT OF LEASE

3.1 Condition Precedent

The assignment of Mobil's interest in the Lease and the Premises to WFS is subject to the satisfaction of the following conditions precedent:

- (a) completion under the SPA in respect of the Premises;
- (b) the Lessor consenting to the assignment in writing, by executing this Deed;
- (c) compliance and observance of the terms of clause 3(a) of this Deed; and
- (d) Mobil being provided with the consent in writing of any third party required to the assignment by the Lessor, including but not limited to:
 - (i) the Commonwealth, whether as head lessor of the Lessor or as required under the *Airports Act 1996* (Cth);
 - (ii) any head lessor or any concurrent lessor of the Lessor other than the Commonwealth;
 - (iii) any mortgagee of any concurrent lessor's or of any of the Lessor's or any head lessor's interest in the Lease or the Premises;
 - (iv) the holder of any security interest (as that term is defined in the *Personal Property Securities Act 2009* (Cth)), granted by the Lessor, any concurrent lessor or any head lessor over the Lease; or
 - (v) any other party that must consent to the assignment for it be effective.

3.2 **Assignment**

Mobil and WFS disclose to the Lessor that under the terms of the SPA, subject to the Lessor's consent, from the Assignment Date it has been agreed that Mobil will assign to WFS and WFS will accept Mobil's interest in the Lease and the Premises from the Assignment Date.

3.3 **Lessor's consent**

Subject to the terms of this Deed, the Lessor consents to the assignment of Mobil's interest in the Lease and the Premises to WFS.

4. **WFS BOUND BY LEASE**

WFS covenants with the Lessor that it will:

- (a) on or before the Assignment Date deliver to the Lessor:
 - (i) copies of certificates of currency for any insurance policy required under the Lease which confirm that such policies are effective on and from the Assignment Date and otherwise comply with the requirements of the Lease;
 - (ii) copies of any permits or licences WFS requires to operate at the Premises;
 - (iii) pay any bond or security deposit which the Lessor is entitled to acquire under the terms of the Lease;
- (b) from the Assignment Date duly perform and observe the Lessee's Covenants that arise or relate to the period after the Assignment Date whether or not they touch and concern the land.

5. **ENVIRONMENTAL AND OTHER LIABILITY MATTERS**

5.1 WFS agrees to assume all obligations related to and be responsible for:

- (a) the remediation of, and any Liability arising in respect of any contamination, including but not limited to contamination of the soil, sub soil, drains, sewers, pipes, water courses and water tables on or under the Premises, and any contamination of any groundwater or any land in relation to which any contamination has migrated from the Premises, to the extent required under the terms of the Lease or caused by Mobil or WFS or as otherwise required under any law; and
- (b) any and all other Liability of Mobil arising under or in connection with the Lease or the performance or observance of the Lessee's Covenants whether or not they touch and concern the land.

5.2 In addition to and notwithstanding the obligation of WFS set out in clause 3 of this Deed, WFS covenants in favour of the Lessor that it will duly perform and observe the Lessee's Covenants and assume any Liability for any act or omission or for any failure to perform or observe the Lessee's Covenants whether any such Liability arises before or after the Assignment Date in respect of any of the matters set out in clause 4.1.

6. **RELEASE**

The Lessor and Mobil release each other from and against any and all claims and obligations under or arising from or in connection with the Lease that each might have had against the other of them prior to the Assignment Date.

7. **WFS OBLIGATIONS**

With effect from the Assignment Date, the Lessor and the WFS acknowledge and agree that the Lease will be read and construed as though the Lease had at all times been a direct lease between the Lessor and WFS.

8. **LESSOR'S RELIANCE**

Subject to the terms of this Deed, each of Mobil and WFS acknowledge and agree that any clause in this Deed which is or is expressed to be or may be construed in favour of or for the benefit of the Lessor is able to be relied upon and enforced against the relevant party to this Deed by the Lessor.

9. **PROCEDURAL**

If the Lease is a registered lease, then:

- (a) on or prior to the Assignment Date, Mobil must prepare, execute and deliver to WFS an instrument of transfer in registrable form to effect the transfer of Mobil's registered leasehold interest to WFS; and
- (b) as soon as practicable after the Assignment Date, WFS must do all things necessary to procure (at its cost):
 - (i) the marking with stamp duty, if applicable; and
 - (ii) the registration at the Titles Office,

of the instrument of transfer referred to in sub-clause (a) and must provide written confirmation of registration to both the Lessor and Mobil after the instrument is registered.

10. **COSTS**

Mobil must pay the Lessor's costs and expenses (including legal costs and expenses, duty and other costs) in relation to the negotiation and execution of this Deed and any consent required to this Deed, up to a maximum of \$3,000, within a reasonable period after the Lessor requires Mobil to do so.

11. **INTERPRETATION OF LEASE**

For the avoidance of doubt any reference to "Mobil" in the Lease (wherever appearing) shall as from the Assignment Date be read and construed as a reference to WFS.

12. THIRD PARTY CONSENT(S)

The Lessor must (at Mobil's reasonable cost) use reasonable endeavours to procure the consent of any third party specified in clause 2.1(c) that is necessary for the assignment of Mobil's interest in the Lease and the Premises to be effective, as soon as reasonably practicable after the execution of this Deed and, in any case, on or before the Assignment Date.

13. NOTICES**13.1 Notices**

For the purposes of this clause, notice means a notice, consent, approval or other communication under this Deed.

13.2 How to give a notice

A notice must be signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- (a) delivered to that person's address; or
- (b) sent by pre-paid mail to that person's address.

13.3 When a notice is given

A notice given to a person in accordance with this clause is treated as having been given and received:

- (a) if delivered, on the day of delivery if delivered before 5.00 pm on a Business Day, otherwise on the next business day; or
- (b) if sent by pre-paid mail, on the third Business Day after posting.

13.4 Address for notices

For the purposes of this clause the address of a person is:

- (a) in the case of Mobil or WFS, the address set out below that person's name in the relevant Item in the Schedule; and
- (b) in the case of the Lessor, the Lessor's address for service in the Lease;

or such other address as a person notifies as its address for service of notices from time to time.

14. GST**14.1 Rules for interpreting this clause**

Words defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 13.

14.2 Payment of GST

A recipient of a taxable supply under this Deed must:

- (a) pay to the supplier an amount equal to any GST for which the supplier is liable on any supply by the supplier under this Deed, without deduction or set-off of any other amount; and
- (b) make that payment as and when the consideration or part of it must be paid or provided for any supply.

14.3 Tax Invoice

Each party making a taxable supply under this Deed must issue a tax invoice to the other party for each taxable supply at or before the time it makes the taxable supply.

14.4 Indemnities and Reimbursements

If a party is obliged to make a payment under an indemnity or is required to reimburse a party for a cost (for example, a party's obligation to pay another party's legal costs) on which that other party must pay GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that party can claim an input tax credit).

15. GENERAL**15.1 Waiver**

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

15.2 Amendments

This Deed may only be amended by deed.

15.3 Attorneys

Each attorney who executes this Deed on behalf of a party declares that the attorney has no notice of the revocation or suspension by the grantor or in any manner of the power of attorney under the authority of which the attorney executes this Deed and has no notice of the death of the grantor.

15.4 Severability

Any provision in this Deed which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Deed or affecting the validity or enforceability of that provision in any other jurisdiction.

15.5 Counterparts

This Deed may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

15.6 Further Assurance

Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from another party to carry out and give full effect to this Deed and the rights and obligations of the parties under it.

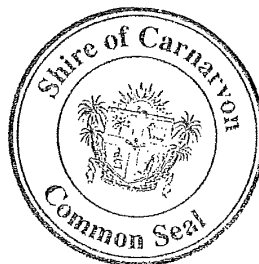
15.7 Entire Agreement

As between the Lessor and Mobil and as between the Lessor and WFS, this Deed is the entire agreement of the parties on the subject matter. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in this Deed. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Deed.

EXECUTED on the date set out below.

Date: 19 October 2016

The Seal of Shire of Carnarvon ABN 89 534 312)
469 is duly affixed in the presence of:)
)
)
)



Signature of Witness

Carolwen Claassens

Name of Witness (Print Name)

Signature of Authorised Officer

IAN LINDSAY D'ARCY

Name of Authorised Officer

Executed for and on behalf of Mobil Oil)
Australia Pty Ltd ACN 004 052 984 under a)
Power of Attorney dated 6 September 2007 by its)
duly authorised attorney in the presence of:)

Signature of Witness

Alex Robinson

Name of Witness (Print Name)

Signature of Attorney
Sally Florence Jones Moon

Name of Attorney (Print Name)

~~Executed by World Fuel Services (Australia) Pty)
Ltd ACN 150 375 063 in accordance with section)
127 of the Corporations Act 2001.)~~

~~.....
Director~~

~~Full name (please print)~~

~~.....
Director/Secretary~~

~~Full name (please print)~~

Executed for and on behalf of **World Fuel**)
Services (Australia) Pty Ltd ACN 150 375 063)
under a Power of Attorney dated)
by its duly authorised attorney in the presence of:)

.....
Signature of Witness

TREVOR ROGERS.....

Name of Witness (Print Name)

.....
Signature of Attorney

DAVIN MAGEE.....

Name of Attorney (Print Name)

Schedule

Item 1	Date of Deed	
Item 2	Lessor	Shire of Carnarvon
		ABN 89 534 312 469
	Address:	PO Box 459, Carnarvon WA 6701
	Attention:	Director Corporate and Community Services
Item 3	Mobil	Mobil Oil Australia Pty Ltd (formerly Mobil Oil Australia Limited)
		ABN 88 004 052 984
	Address:	12 Riverside Quay, Southbank, Vic 3006
	Attention:	Company Secretary
Item 4:	WFS	World Fuel Services (Australia) Pty Ltd
		ABN 99 150 375 063
	Address:	Level 12, 10-16 Queen Street, Melbourne, VIC 3000
	Attention:	Davin Magee, Director – Aviation Market Development, ANZ
	Copy to:	Level 12, 77 Castlereagh Street, Sydney, NSW 2000
	Attention:	Vice President, Legal (Asia)
Item 5:	Assignment Date	
		The date on which completion under the SPA occurs in respect of the Premises.
Item 6:	Lease	
		Lease dated 12 November 2014
		Lease registered dealing number: Not applicable
Item 7:	Titles Office	
		Not applicable



Lease of Land at Carnarvon Airport: Portion of Lot 547 James Street, Carnarvon

Shire of Carnarvon

Mobil Oil Australia Pty Ltd



McLEODS
Barristers & Solicitors
Stirling Law Chambers | 220-222 Stirling Highway
CLAREMONT WA 6010
Tel: (08) 9383 3133 | Fax: (08) 9383 4935
Email: mcleods@mcleods.com.au
Ref: TF:CARN 33860

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Details

Parties

Shire of Carnarvon

of PO Box 459, Carnarvon, Western Australia 6701
(Lessor)

Mobil Oil Australia Pty Ltd (ACN 004 052 984)

of 12 Riverside Quay, Southbank, Victoria, 3006
(Lessee)

Background

- A The Lessor is registered as proprietor of an estate in fee simple in the Land.
- B The Lessee has requested that the Lessor grant it a lease of the Premises and the Lessor has agreed, subject to the parties entering into this lease agreement.

Agreed terms

1. Definitions

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

Alterations means any of the acts referred to in **clauses 12.1(a) to (c)**.

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

Authorised Person means an agent, employee or licensee of the Lessee.

Authorisation includes:

- (a) a consent, authorisation, registration, agreement, certificate, permission, licence approval or exemption from an Authority; or
- (b) in relation to anything which will be prohibited or restricted in whole or part by law if an Authority intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action,

under Environmental Law.

Authority means a government, government or semi-governmental entity or authority, and includes a statutory body having lawful authority.

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

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule.

Contaminant means a noxious or hazardous substance which, having regard to the quantity and location of the substance and other substances in conjunction with which it is stored or used, is capable of causing material harm to the Environment.

Contamination means material harm caused by a Contaminant to the Environment.

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics or its equivalent determined in accordance with clause 6(c).

Dispute means a dispute referred to in **clause 32.1**;

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.

Environment has the same meaning as that term as defined in the Environmental Protection Act 1986 (Western Australia).

Environmental Assessment means the environmental assessment referred to in **clause 18.4**.

Environmental Harm means any material adverse effect, or potential material adverse effect on a quality or a characteristic of the Environment that is conducive to ecological health or public amenity and which effect is a contravention of an Environmental Law or an Authorisation.

Environmental Law means:

- (a) all present and future legislation, regulations and local laws either of Western Australia or the Commonwealth concerning matters relating to the Environment; and
- (b) any common law relating to the Environment.

Further Terms means the further terms specified in **Item 3** of the Schedule.

First Further Term means the further term specified in **Item 3(a)** of the Schedule.

Fuel Facility means all plant, equipment, facilities now or in the future constructed in or upon the Premises by or for the Lessee or delivered to or implemented in or upon or to the Leased Premises by or for the Lessee necessary for or incidental for or ancillary to the storage of fuel.

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

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

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

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

Lessee's 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.

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

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

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

Permitted Purpose means the purpose set out in **Item 6** of the Schedule.

Pollute means to cause Pollution and Polluted has the corresponding meaning.

Pollution means degradation of or adverse affectation of air, land or water or other harm to the Environment caused by the introduction of any substance (including, without limitation, chemicals, sediments, gas, mud, pesticides and dangerous and hazardous substances) that gives rise to Environmental Harm.

Premises means the premises described in **Item 1** of the Schedule.

Rent means the rent specified in **Item 5** of the Schedule as varied from time to time under this Lease.

Rent Period means each period from the Commencement Date or a Rent Review Date to the next Rent Review Date or Termination.

Rent Review Date means the dates identified in **Item 8** of the Schedule.

Second Further Term means the further term specified in **Item 3(b)** of the Schedule.

Schedule means the Schedule to this Lease.

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

whichever is the earlier.

2. Interpretation

(1) In this Lease, unless expressed to the contrary:

- (a) Words importing:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender includes each gender.

(2) A reference to:

- (a) a natural person includes a body corporate or local government;
- (b) a body corporate or local government includes a natural person;
- (c) a professional body includes a successor to or substitute for that body;
- (d) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- (e) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
- (f) a right includes a benefit, remedy, discretion, authority or power;
- (g) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (h) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (i) both express and implied provisions; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (k) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (3) The covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (a) covenants not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
 - (b) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (4) Except in the Schedule, headings do not affect the interpretation of this Lease; an
- (5) If a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of Lease

3.1 Grant of Lease

The Lessor leases to the Lessee the Premises for the Term.

3.2 Conditions of Lease

The Lease is subject to:

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

3.3 Lessee Acceptance

The Lessee accepts the Lease granted by the Lessor under this clause.

4. Quiet enjoyment

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

5. Rent and other payments

5.1 Amounts to be Paid by Lessee

The Lessee covenants with the Lessor:

(a) **Rent**

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

(b) **Outgoings**

(i) To pay all of the outgoings or charges, assessed or incurred in respect of the Premises, including telephone, electricity, gas and other power and light charges (including but not limited to meter rents and the cost of the installation of any meter, wiring or telephone connection), and all other consumption charges or costs, statutory imposts or other obligations incurred or payable by reason of the Lessee's use and occupation of the Premises.

(ii) 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 5.1(b)(i)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

(c) **Interest**

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days

computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

(d) **Costs**

- (i) To pay to the Lessor on demand:
- (A) any statutory duties or taxes payable on or in connection with this Lease;
 - (B) all registration fees in connection with this Lease;
 - (C) all reasonable legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies to a maximum amount of \$5,000 plus GST;
 - (D) all reasonable valuation fees incurred in determining the market rent for the Premises at the commencement of this Lease and at any time during the Term or any Further Term whether obtained by agreement or because the parties cannot agree on the market rent to a maximum amount of \$2,500 plus GST; and
 - (E) any survey fees incurred in regard to the preparation of this Lease to a maximum amount of \$1,000 plus GST.
- (ii) To pay to the Lessor all costs, reasonable legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (A) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (B) any breach of covenant by the Lessee or an Authorised Person; and
 - (C) any work done at the Lessee's request which the Lessor is not responsible for under the terms of this Lease or at law.

5.2 Payment of Money

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

6. Rent review

- (1) 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.
- (2) The review will be either based on CPI or on market rent. The basis for each rent review is as identified for each Rent Review Date in **Item 8** of the Schedule.
- (3) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the

CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6(5)** below.

- (4) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (5) If agreement as to the current market rent for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the Land Valuers Licensing Act 1978, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (6) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (7) In this clause, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for rental for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (a) any improvements made or effected to the Premises; and
 - (b) any rent free periods, discounts or other rental concessions.
- (8) Notwithstanding the provisions of 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.
- (9) The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

8. Insurance

8.1 Insurance to be Effected

The Lessee must effect and maintain with insurers approved by the Lessor and noting the interests in the joint names of the Lessor and the Lessee for their respective rights and interest in the Premises for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 7** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require; and
- (b) insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, 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;

8.2 Details and Receipts

In respect of the insurance required by **clause 8.1** the Lessee must:

- (a) on demand supply to the Lessor details of the insurance and give to the Lessor copies of certificates of currency;
- (b) promptly pay all premiums and produce to the Lessor each certificate of currency and each receipt for premiums paid; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim; or
 - (ii) any cancellation of the policy.

8.3 Not to Invalidate

The Lessee must:

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

8.4 Report

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

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

8.5 Settlement of Claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8.1**.

8.6 Right to Self Insure

- (1) Notwithstanding anything in **clause 8**, while the Lessee is a subsidiary of ExxonMobil Australia Pty Ltd, the Lessee at its option and in accordance with law may elect to self-insure all or any portion of the insurance coverage required by this Lease with Mobil's affiliated insurance company or companies which insurance coverage and insurers will be deemed approved by the Lessor.
- (2) If the Lessee self-insures:

- (a) the Lessee must provide upon written notice of the Lessor details in relation to its self-insurance; and
- (b) the self-insurance must include adequate public liability protection to ensure coverage for a sum not less than the sum set out at **Item 7** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

9. Indemnity

9.1 Indemnity

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

- (a) any loss (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,
- caused by, contributed to, or arising out of, or in connection with directly:
- (d) the use or occupation of the Premises by the Lessee;
 - (e) any work carried out by or on behalf of the Lessee on the Premises;
 - (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
 - (g) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
 - (h) an negligent act or omission of the Lessee.

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of any act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.2 Indemnity Unaffected by Insurance

The Lessee's obligation to indemnify the Lessor under this Lease or at law is not affected by the Lessee's obligation to insure under **clause 8** or at law and the indemnity under **clause 9.1** is paramount.

9.3 Receipt of Insurance Money

If insurance money is received by the Lessor for any of the obligations set out in this clause, then the Lessee's obligations under **clause 9.1** will be reduced by the extent of such payment.

10. Limit of Lessor's liability

10.1 Liabilities to Third Parties

Each party is fully responsible to third parties for its negligence and strict liability. Except as provided elsewhere in this Agreement, nothing in this Agreement is intended to impair a party's contribution and indemnity rights under law with respect to third party claims.

10.2 Gross Negligence and Wilful Misconduct

Despite anything in this Agreement to the contrary, each party is fully responsible for gross negligence or wilful misconduct of its managerial and senior supervisory personnel and is not entitled to a release or indemnity from the other party for this conduct.

10.3 Consequential loss

The Lessee shall not be liable to the Lessor for special, indirect or consequential, punitive or exemplary damages or loss of anticipated profit. The Lessor shall not be liable to the Lessee for special, indirect or consequential, punitive or exemplary damages or loss of anticipated profit except for amounts recoverable by the Lessor or its subcontractors under valid and collectable insurance carried by Lessor or its subcontractors.

11. Maintenance, repair and cleaning

11.1 Maintenance and Repair

The Lessee must maintain, at its own expense, the Premises in good, safe order, repair and condition, having regard to the condition of the Premises at the Commencement Date (save for fair wear and tear), and always in accordance with the standards and protocols adopted by the Lessee in relation to repair and maintenance if sites used for the Permitted Purpose and the Lessee must take reasonable action as is necessary to prevent the effects or erosion, odour, drift or movement of sand, soil, dust or water on or from the Premises, but only if it has occurred as a result of the Lessee's use of the Premises.

11.2 Cleaning

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

12. Alterations

12.1 Restriction

The Lessee must not:

- (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises;
- (b) erect or construct any building on the Premises; or
- (c) remove, alter or add to any fixtures, fittings or facilities in or on the Premises;

unless the Lessee has obtained the prior written consent of:

- (d) the Lessor;
 - (e) any other person from whom consent is required under this Lease,
- and the Parties agree that any consent may be given upon certain conditions.

12.2 Consent

- (1) If the Lessor:

- (a) and all other persons whose consent is required under this Lease or at law consents to any matter referred to in **clause 12.1** the Lessor may, acting reasonably:
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the reasonable satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) consents to any matter referred to in **clause 12.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.
- (2) Subject to the proper performance of any duty, the Lessor agrees to give the Lessee all reasonable assistance to obtain any consents, approvals, authorities, permits or policies as are required at law, referred to in this subclause.

12.3 Work to be at Lessee's Expense

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

12.4 Conditions

- (1) Subject to paragraph (2) below, if any of the persons referred to in **clause 12.1** impose conditions with respect to the proposed Alterations, the Lessee must comply with the conditions if it is entitled at law to proceed to make the Alterations and does so proceed
- (2) If any of the conditions require other works to be done by the Lessee, then the Lessee must at the option of the Lessor either:
 - (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 reasonable requirements.

12.5 Right to remove fixtures and fittings

The Lessee may at any time, and from time to time, before the expiry or sooner determination of this Lease take down and remove and carry away any fixtures, improvements or additions erected or constructed upon the Premises during the Term created by this Lease.

13. Use

13.1 Restrictions on Use

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

- (a) use the Premises for any purpose other than for the Permitted Purpose;
- (b) inhabit the Premises as a dwelling or accommodation for any period of time;

- (c) use the Premises for any purpose which is not permitted under any town planning scheme or any law relating to health;
- (d) do or carry out on the Premises any harmful, offensive, or illegal act, matter or thing;
- (e) do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
- (f) keep or permit any animal to be on the Premises, except any livestock temporarily located on the Premises for the purpose of being transported by air pursuant to a contract of carriage; or
- (g) display from or affix any signs, notices or advertisements on the Premises (save and except for danger and hazchem signs) without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

13.2 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.

13.3 Premises Subject to Restriction

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

13.4 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in clauses 13.1 to 13.3.

14. Lessor's right of entry

14.1 Entry on Reasonable Notice

The Lessee or any Authorised Person must permit entry by the Lessor or any person authorised by the Lessor, on reasonable notice and following compliance with the Lessee's Site Induction, except in the case of an emergency, onto the Premises:

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

works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;

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

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to in **clause 14.1(d)(iv)** together with any interest payable on such sums, will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

15. Statutory obligations & notice

15.1 Comply with Statutes

The Lessee must:

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

15.2 Indemnity if Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1** and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1** (but excluding indirect and consequential losses),

except to the extent that any claim, demand, costs or other payments is caused or contributed to by the negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

16. Report to Lessor

The Lessee must as soon as reasonably practicable report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police;

- (b) any occurrence or circumstances in or near the Premises, of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and as soon as reasonably practicable give them to the Lessor.

17. No warranty by Lessor

The Lessee acknowledges and declares that in entering into this Lease the Lessee has:

- (a) accepted the Premises as it stands with all existing faults, defects, and characteristics whether they are apparent or ascertainable on inspection or not; and
- (b) inspected the Premises and that it has not relied on any promise, representation, warranty or undertaking given by or on behalf of the Lessor in respect to the suitability of the Premises for the Lessee’s intended use and all warranties (if any) implied by law are hereby so far as legally possible expressly negative.

18. Environmental obligations

18.1 Acknowledgement

The Lessee acknowledges and agrees that the Premises is:

- (a) leased on an “as is, where is” basis; and
- (b) may contain Contaminants.

18.2 Intention

The Lessor and Lessee agree

- (a) the Lessee will be responsible for all Contamination and Pollution on, from or affecting the Premises whether such Contamination or Pollution occurred prior to the Commencement Date or during the Term;
- (b) the Lessee will be responsible for all remediation required as a result of any Contaminant or Pollution on, from or affecting the Premises as a result of the Lessees activities on the Premises;
- (c) the Lessee will be responsible for all Contamination and Pollution on or from the Premises as a result of the activities of the Lessee, its representatives, invitees or contractors and their employees.

18.3 Lessee’s Obligations

The Lessee covenants and agree:

- (a) take all necessary precautions and conduct all its activities and operations on the Premises in such a manner and with such due diligence so as to ensure that the Premises, and any water or air, on or in the vicinity of the Premises, does not become, and are not likely to become, as a result of the Lessee's use of the Premises, Polluted or a source of Pollution;
- (b) be responsible for all Contamination and Pollution on or from the Premises as a result of the activities of the Lessee, its representatives, invitees or contractors and their employees,

and shall indemnify the Lessor in respect of liability that the Lessor incurs in relation to such Contamination and Pollution;

- (c) use the Premises in a manner which complies with each Environmental Law and each Authorisation; and
- (d) ensure that each Authorisation, of any conduct or activity in relation to the Premises is obtained before that conduct or activity and kept in full force and effect.

18.4 Final Environmental Assessment

The Lessee covenants and agrees to at its expense at least one month but no more than three months before the expiry of the Term (if the Lessee exercises its right to a Further Term then only at the end of the last exercised Further Term) to cause a reputable environmental consultant, approved by the Lessor in writing (acting reasonably), to carry out an Environmental Assessment of the Premises and land within the proximity of the Premises (including an assessment of the groundwater) to determine the degree of environmental contamination of the Premises and from the Premises.

18.5 Remediation

The Lessee will, upon the expiration or soon determination of the Lease, be responsible for any Contamination of the Premises as a result of its operations and occupation and will commission an environmental report to be prepared by a firm of consulting environmental engineers confirming that the level of contamination, if any, of the Premises has been remediated, if required, so as to be consistent with the use of the Premises for general non-sensitive commercial purposes in accordance with the *Airports (Environmental) Protection Regulations 1997*.

18.6 Lessor's Obligations

The Lessor covenant and agrees to not knowingly Pollute the Premises.

19. Lessee's responsibility for safety

19.1 Sole Responsibility for safety

The Lessee agrees:

- (a) to be subject to the same responsibilities to which it would be subject to in relation to the safety of persons and property at the Premises, if it was the owner and occupier of the freehold of the Premises during the Term; and
- (b) for the purposes of the *Occupational Safety and Health Act 1984 (WA)* the Lessee has sole control of the Premises.

19.2 Indemnity

The Lessee releases and indemnifies and agrees to keep indemnified the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Lessor is or may become liable by reasons of the *Occupational Safety and Health Act 1984 (WA)* in respect of the Premises.

19.3 Reasonable Precautions

The Lessee agrees to:

- (a) take all necessary precautions and appropriate action as required by law to avoid and prevent the uncontrolled escape of any matter including petroleum or any other inherently dangerous or flammable liquid from the Premises or the Fuel Facility or other equipment of the Lessee on the Premises;
- (b) in the event of escape of petroleum or other liquid or matter (whether with or without fault or negligence on the part of the Lessee or its employees, agents or contractors) and if required by law, the Lessee must at its own cost and expense take immediate action to stop the escape of petroleum or other liquid or matter and rectify and repair any injury or damage whatsoever causes and clean up and reinstate the Premises to its former condition;
- (c) take all reasonable precautions against causing an outbreak of fire on the Premises and must comply with all laws and all lawful requirements, notices or order of any Lawful Authority relating to the construction of fire breaks on the Premises;
- (d) install and maintain fire fighting equipment on the Premises as required by law; and
- (e) implement all reasonable measures, as required by law, to ensure the Fuel Facility and all operations on the Premises will be at all times safe.

20. Default

20.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 7 days after becoming due written notice has been give to the Lessee to pay such Amounts Payable has been given to the Lessee;
- (b) the Lessee is in breach of any of the Lessee’s Covenants (other than the covenant to pay the Amounts Payable) for 14 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) an order is made or a resolution effectively passed for the winding up of the Lessee unless the winding up is for the purpose of amalgamation or reconstruction;
- (d) a controller, as defined by the Corporations Act (Cth) 2001, is appointed in respect of the property of the Lessee under this Lease;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Lessee’s property on the Premises;
- (g) the Premises are vacated by the Lessee prior to Termination;
- (h) a person other than the Lessee or a permitted sub-lessee or assignee is in occupation or possession of the Premises or in receipt of rents or profits; or
- (i) any application is made or notice given or any other procedure started by which the registration of the Lessee is to be cancelled or dissolved under the Corporations Act (Cth) 2001.

20.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 20.1** the Lessor may:

- (a) on 7 days’ Notice 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; or
 - (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 22**;
- 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.

20.3 Lessor May Remedy Breach

If the Lessee:

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

then the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's costs and expenses of remedying each breach or default.

20.4 Acceptance of Amounts Payable By Lessor

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

20.5 Essential Provisions

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **8** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **13** (Use), **18** (Environmental Obligations) **26** (Assignment, Subletting and Charging) and **38** (Goods and Services Tax) is an essential provision of this Lease, but this subclause does not mean or imply that there are no other essential provisions in this Lease.

20.6 Breach of Essential Provisions

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

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential provision;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential provision; and
- (c) subject to **clause 20.9**, the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential provision or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or

- (ii) following the failure by the Lessee to comply with any Notice given to the Lessee to remedy any default,

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

20.7 Clause to Survive Termination

The Lessee agrees that the covenant set out in **clause 20.6** will survive Termination or any deemed surrender at law of the estate granted by this Lease.

20.8 Lessee may Deduct Amounts for Re-letting

The Lessee may deduct from the amounts referred to in **clause 20.2(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of the determination of this Lease and the date on which the Term would have expired by effluxion of time.

20.9 Lessor to Mitigate its Losses

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

21. Option to renew

21.1 Exercise of Option

If the Lessee at least three months, but not earlier than six months, prior to the commencement of the First Further Term or the Second Further Term (as the case may be) gives the Lessor a Notice to grant the First Further Term or the Second Further Term and:

- (a) all consents and approvals required by the provisions 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; and

the Lessor will grant the Lessee a lease for the First Further Term or the Second Further Term (as the case may be) at the Rent and on the same terms as this Lease other than this clause in respect of the Further Terms previously taken.

21.2 Execution of Deed of Extension of Lease

Upon the valid exercise of the option to extend this Lease for the First Further Term or the Second Further Term (as the case may be) under **clause 21.1**, the Lessee shall prior to the expiration of the Term by effluxion of time, execute a deed recording the extension of this Lease prepared by the Lessor's solicitors.

21.3 Costs of Deed of Extension

The Lessee shall pay to the Lessor on demand:

- (a) the costs of the Lessor's solicitors in preparing the deed of extension of this Lease referred to in **clause 21.2**; and
- (b) all stamp duty and any late payment fines payable on the deed of extension of this Lease, and any copies, except to the extent that such payments are caused by the delay of the Lessor.

22. Holding over

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

23. Lessee's Termination Rights

- (1) Notwithstanding any other provision of this Lease, the Lessee may terminate this Lease and the Lessee must vacate the Premises upon six months written notice to the Lessor, if the Premises, its fixtures or buildings are damaged or destroyed and as a result the Lessee is unable to use or gain access to the Premises for the Permitted Purpose.
- (2) If the Lessee terminates the Lease in accordance with paragraph (1) above, the provisions of **clauses 24 and 25** will apply.

24. Yield up the premises

24.1 Peacefully Surrender

On Termination the Lessee must:

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

24.2 Clause to Survive Termination

The Lessee's obligation under this clause shall survive Termination.

25. Removal of improvements, structures, property and contaminated soil from premises

25.1 Removal all improvements, structures, and Contaminants

In the event this Lease is terminated or otherwise determined the Lessee must at its cost and to the Lessor's reasonable satisfaction:

- (a) decommission the Fuel Facility;

- (b) remove any improvements, buildings and fixtures constructed or located on the Premises, including without limitation all concrete floors and asbestos sheeting, if any. The removal of any asbestos must be in strict accordance with the Health (Asbestos) Regulations 1992;
- (c) following the removal of any improvements, buildings and fixtures in accordance with paragraph (b) restore the Premises to the same or substantially the same condition as it was immediately prior to the erection or construction of such improvements, buildings and fixtures; and
- (d) In accordance with Clause 18.5 remove any and all Contaminants as a result of the Lessee's operations and occupation and from the Premises and adjoining land or water which have arisen as a result of the activities of the Lessee, its representatives, invitees or contractors and their employees.

25.2 Failure to remove or restore

If the Lessee fails to comply with **clause 25.1** within 60 days following termination or determination of the Lease the Lessor may at its option:

- (a) decommission the Fuel Facility and recover the cost of doing so from the Lessee as a liquidated debt payable on demand;
- (b) remove all structures, fixtures and property and recover the cost of doing so from the Lessee as a liquidated debt payable on demand;
- (c) rehabilitate and restore the Premises and recover the cost of doing so from the Lessee as a liquidated debt payable on demand; or
- (d) remove any Contaminants and recover the cost of doing so from the Lessee as a liquidated debt payable on demand.

25.3 Clauses to Survive Termination

The Lessee's obligations under this clause shall survive Termination.

26. Assignment, subletting and charging

26.1 No Assignment or Subletting without Consent

The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other person whose consent is required under this Lease or at law.

26.2 Change in Ownership of Shares

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

26.3 Lessor's Consent to Assignment and Subletting

Provided all parties whose consent is required under this Lease or at law to an assignment or subletting give their consent, then the Lessor may not unreasonably withhold its consent to the assignment or subletting 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;
- (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 deed of assignment contains a covenant by the assignee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants or the deed of sublease contains a covenant by the sublessee with the Lessor to pay all the Amounts Payable and to perform and observe all of the Lessee's Covenants in respect of the subleased area of the Premises.

26.4 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.

26.5 Property Law Act 1969

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

26.6 Costs for Assignment and Subletting

If the Lessee wishes to assign or sublet 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 subletting,
- whether or not the assignment or subletting proceeds.

26.7 No Mortgage or Charge

The Lessee must not mortgage or charge the Premises.

27. 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. 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. Statutory powers

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

30. Notice

30.1 Form of Delivery

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

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

30.2 Service of Notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 30.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 30.1(b)**, on the second business day following the date of posting of the Notice.

30.3 Signing of Notice

A Notice to a Party may be signed:

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

31. 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.

32. Disputes

32.1 Referral of Dispute: Phase 1

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

32.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 32.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the Chief Executive Officer of the Lessee or his or her representative for the purpose of resolving the dispute.

32.3 Referral of Dispute to an Expert: Phase 3

In the event the dispute is not resolved in accordance with **clause 32.2** of this Lease, then either party may by notice in writing to the other specify the nature of the dispute or difference and call for its submission to an independent expert for determination (**Expert**).

32.4 Nomination of Expert

The Expert to be appointed shall be as agreed between the parties. If the parties do not reach agreement on the Expert within 7 Business Days after receipt of the notice referred to in **clause 32.3**, the Expert will be appointed by the President for the time being of the Law Society of Western Australia Inc. on the application of either party.

32.5 Expert to have appropriate experience

The Expert shall be required to have a reasonable commercial, technical and practical experience in the area of dispute. The Expert shall be required to undertake to keep confidential matters coming to his or her knowledge by reason of his or her appointment and carrying out his or her determination.

32.6 Powers of Expert

The Expert shall have the powers to:

- (a) inform himself or herself independently as to facts and if necessary technical matters to which the dispute relates;
- (b) receive written submissions, sworn and unsworn written statements, photocopy documents and to act upon the same; and
- (c) take such measures as he or she thinks fit to expedite the completion of the dispute resolution including finding adversely to any party who fails to comply with a timetable reasonably set by the Expert.

32.7 Expert not an arbitrator

The Expert shall act as an expert and not as an arbitrator. The determination of the Expert shall be final and binding on the parties.

32.8 Procedures

Unless the parties otherwise agree, the Expert will accept submissions from the parties as to the subject matter of the dispute within 14 days of his or her appointment and will state his or her determination in writing within 14 days thereafter.

32.9 Costs

All costs of the Expert appointed pursuant to this clause shall be paid by the parties as determined by the Expert.

33. Caveat

33.1 No Absolute Caveat or other interest

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

33.2 Subject to Claim Caveat

Nothing in this clause prevents the Lessee from lodging a caveat expressed to be subject to claim to protect the Lessee's interest under this Lease. Any caveat lodged by the Lessee in accordance with this clause must be withdrawn by the Lessee upon the expiration or earlier determination of this Lease.

33.3 Removal of interest

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

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

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

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

33.4 Registration

The Lessor must at the Lessee's cost, do all things necessary to assist the Lessee to register this lease under the *Transfer of Land Act 1893 (WA)*, including, where applicable, obtaining the consent of any registered mortgagee to this Lease and arranging for the duplicate Certificate of Title to the Land to be produced at the Western Australian Land Authority.

33.5 Costs of removal, Indemnity and Ratification

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

34. 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.

35. Moratorium

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

36. Further assurance

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

37. Waiver

37.1 No General Waiver

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

37.2 Partial Exercise of Right Power or Privilege

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

38. Goods and services tax

38.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;

- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

38.2 Lessee to Pay GST

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

38.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 38.237.2(b)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

38.4 No Contribution from Lessor

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

38.5 Statement of GST paid is Conclusive

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

38.6 Tax Invoices

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

38.7 Reciprocity

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

39. Commercial Tenancy Act

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

Schedule

Item 1 Land and Premises

Land

Lot 547 on Deposited Plan 205438 being part of the land comprised in Certificate of Title Volume 1971 Folio 644.

Premises

The area of the Land (being approximately 1,294m²) as hachured on the plan annexed hereto as **Annexure 1**.

Item 2 Term

5 years.

Item 3 Further Term

First Further Term

5 years.

Second Further Term

5 years

Item 4 Commencement Date

1 February 2014.

Item 5 Rent

\$8,970 (eight thousand nine hundred and seventy dollars) per annum plus GST, payable annually in advance commencing on the Commencement Date.

Item 6 Permitted Purpose

Storage, handling and sale of fuels, lubricants and related products.

Item 7 Public Liability Insurance

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

Item 8 Rent Review Dates

CPI Variation Dates

Each anniversary of the Date of Commencement except the dates which are a Market Review Date.

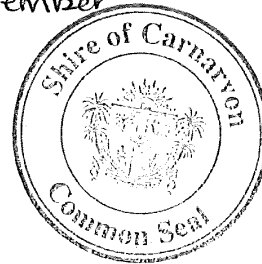
Market Review Date

At the commencement of the First Further Term and the Second Further Term.

Signing page

EXECUTED by the parties as a Deed 12 November 2014

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



Karl Brandenburg

PRESIDENT

KARL BRANDENBURG

PRINT FULL NAME

Ian D'Arcy

CHIEF EXECUTIVE OFFICER

IAN D'ARCY

PRINT FULL NAME

EXECUTED BY MOBIL OIL AUSTRALIA PTY)
LTD (ACN 004 052 984) pursuant to section 127 of)
the Corporations Act:)

Sally Florence Jones Moon

~~DIRECTOR~~
pursuant to power of attorney
dated 6 Sept 2007

DIRECTOR/SECRETARY

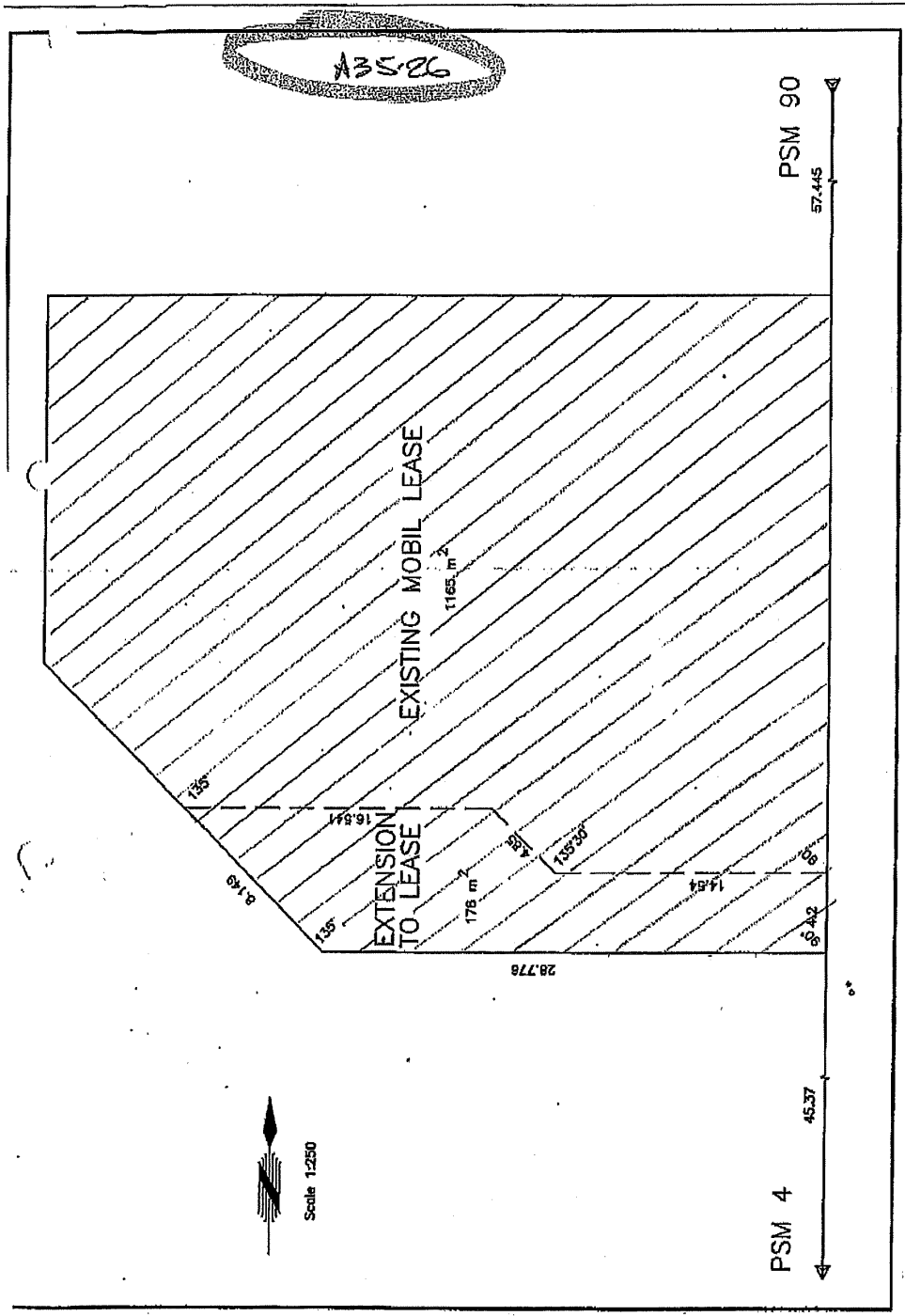
Sally Florence Jones Moon

PRINT FULL NAME

PRINT FULL NAME

(delete whichever designation is not applicable)

Annexure 1 – Sketch of Premises



Portion Of Lot 547, Carnarvon Airport James Street
Carnarvon, WA 6701
Our Reference: 17322584



APPENDIX 2

PURCHASE ORDER/QUOTE ACCEPTANCE

SOLUTIONS WITH EXCELLENCE

Liability limited by a scheme approved under Professional Standards Legislation

Page 1

20230808



SHIRE OF CARNARVON

ABN 89 534 312 469

FRANCIS STREET, CARNARVON WA

PO Box 459, Carnarvon WA 6701

Tel: (08) 9941 0000 Fax (08) 9941 0099

Email: shire@carnarvon.wa.gov.au

PURCHASE ORDER

CR NO. **OPTPRO**

Purchase Order No 46526

SUPPLIER COPY

To : DOCKLANDS OPTEON PROPERTY GROUP PTY LTD
4/75 LORIMER STREET
DOCKLANDS VIC 3008

PAGE 1 of 1
DATE 08/08/2023
REQUIRED BY
FAX TO

Please provide the following:

Quantity	Description	Reference	Unit Value	Line Value
1.00	DESKTOP MARKET VALUATION (RENTAL) FOR THE (DEED OF EXTENSION) OF LEASE PORTION OF LOT 547, JAMES STREET, CARNARVON AIRPORT - WORLD FUEL SERVICES (AUSTRALIA) PTY LTD		\$1,650.0000	\$1,650.00

TOTAL INCLUDING GST **\$1,650.00**

STAFF CONTACT: CAROLINE BALLARD P: 9941 0023 E: Ballard.c@carnarvon.wa.gov.au

Deliver To :

This Order Number must be quoted on all suppliers invoices and packing slips.

Please forward all invoices to: Creditors@carnarvon.wa.gov.au

Authorising Officer: Amanda Leighton - Mgr People, culture & Systems

Schedule 7.2.1 (A)

List of Accounts submitted to the ordinary Council Meeting to be held on 28 November 2023 for information in respect to accounts already paid in October 2023 (Local Government Financial Management Regulations 1996)

VOUCHER NUMBER	DATE PAID	PAYEE	Description	MUNI BANK EFTPOS	DIRECT DEBITS MUNI	CHEQUES
EFT39544	10/10/2023	AMPOL AUSTRALIA PETROLEUM PTY LTD	FUEL FOR FLEET VEHICLES FOR THE PERIOD 01/09/23 TO 30/09/23	\$ 4,558.15		
EFT39545	10/10/2023	ANDREW TYSON	RELOCATION EXPENSE & REIMBURSEMENT OF AIRFARES FOR AIRPORT MANAGER	\$ 793.60		
EFT39546	10/10/2023	AQUA TERRA OIL AND MINERAL SERVICE AND SUPPLY COMPANY PTY LTD T/S ATOM SUPPLY	NITRILE CHEMICAL GLOVES. INC FREIGHT FOR WORKSHOP	\$ 559.37		
EFT39547	10/10/2023	AUSTRALIS ADVISORY GROUP PTY LTD T/AS AUSTRALIS ASSET ADVISORY GROUP	FY23 REVALUATION OF OTHER INFRASTRUCTURE ASSETS 30% DELIVERY OF DRAFT REPORT	\$ 9,075.00		
EFT39548	10/10/2023	AVELING	5 x AVELING TRAINING MODULES FOR NEW STARTERS	\$ 1,760.00		
EFT39549	10/10/2023	CMM MAINTENANCE SOLUTIONS	MOW & WHIPPER SNIP FOR U20/19 MARMION & 95 OLIVIA TCE	\$ 300.00		
EFT39550	10/10/2023	CARNARVON CENTRAL APARTMENTS 2	ACCOMMODATION FOR LADYBIRD ENTERTAINMENT - BAXTER PARK OPENING	\$ 330.00		
EFT39551	10/10/2023	CARNARVON CLEANERS PTY LTD	AS PER CONTRACT RFT 03/2022 PROVISION OF CLEANING SERVICES FOR CARNARVON AIRPORT FOR THE PERIOD OF 01 OCTOBER TO 31 OCTOBER 2023	\$ 5,722.70		
EFT39552	10/10/2023	BARRY EVANS FURNITURE & FLOOR COVERINGS	12 BALLS OF WOOL FOR SENIORS - WOOL FOR POPPY WRAP FOR 100TH ANNIVERSARY FOR CENTOPATH 11/11/23	\$ 54.00		
EFT39553	10/10/2023	CARNARVON MENSWEAR	SUPPLY OLIVER ZIP BOOT FOR DEPOT STAFF	\$ 225.00		
EFT39554	10/10/2023	THE TRUSTEE FOR DN KEARNEY FAMILY TRUST T/A CARNARVON ELECTRICS	CHECK FLASHING LIGHT AT VISITOR CENTRE. INC SERVICE FEE & LABOUR	\$ 143.00		
EFT39555	10/10/2023	CHAPPY & KAREN'S DIESEL DETAILING	FULL DETAIL ON TOYOTA HILUX PUTE35	\$ 440.00		
EFT39556	10/10/2023	CITY OF COCKBURN	RENUMERATION FOR COMMUNITY DEVELOPMENT OFFICER	\$ 1,648.35		
EFT39557	10/10/2023	CS LEGAL	ONGOING LEGAL CASE LGA SALE FOR A1466	\$ 1,539.89		
EFT39558	10/10/2023	CARNARVON MEDICAL CENTRE	TWINRIX INJECTION FOR GENERAL SERVICE OFFICER	\$ 99.50		
EFT39559	10/10/2023	A.C.P. INDUSTRIES PTY LTD T/AS CARNARVON FRESH IGA	FOOD FOR SEPTEMBER SCHOOL HOLIDAY PROGRAM	\$ 591.98		
EFT39560	10/10/2023	THE TRUSTEE FOR CHAPMAN TRUST T/A CARNARVON MITRE 10	STEEL 4 DOOR CABINET FOR BUSH FIRE BRIGADE, 50 METERS BLACK POLYTHENE FILM FOR SEPTEMBER SCHOOL HOLIDAY PROGRAM, 15 X COMPOSTING BINS FOR SEPTEMBER SCHOOL HOLIDAY PROGRAM, DEPOT STANDING ORDER FOR SMALL ITEMS: ZBLADE HACKSAW, MARINE SEALANT, SNAP OFF BLADES, SNAP 25MM KNIFE	\$ 1,751.11		
EFT39561	10/10/2023	DEPARTMENT OF TRANSPORT	PRIVATE JETTY RENEWAL FEE JETTY NO. 1560	\$ 155.00		
EFT39562	10/10/2023	WALT DISNEY STUDIOS MOTION PICTURES, AUSTRALIA	HAUNTED MANSION FILM SEPT 29	\$ 111.18		
EFT39563	10/10/2023	MANGILI, DORIANA ROSARIO T/A 8 MARLIN COURT	OPERATOR PAYMENT FOR THE PERIOD 01/08/2023 TO 31/08/2023	\$ 2,090.00		
EFT39564	10/10/2023	DUN DIRECT PTY LTD	FUEL FOR WORK VEHICLES FOR THE PERIOD 18/09/23 TO 24/09/23	\$ 17,508.50		
EFT39565	10/10/2023	GOODFORM HOLDINGS PTY LTD T/A EVERYWHERE TRAVEL	FLIGHT ON 21/09/23 PERTH/CARNARVON/PERTH FOR ROBERT WEYMOUTH- FACILITATOR & DELIBERATOR OFFICER TO FACILITATE THE CANDIDATES TO ELECTION FORUM, FLIGHT ON 25/10/23 PERTH/CARNARVON/PERTH FOR MR LESLEY SMITH-TRAINING INSTRUCTOR FOR WRITING SKILLS FOR GOVERNMENT TRAINING.	\$ 2,459.50		
EFT39566	10/10/2023	FIRST CLASS CONSTRUCTIONS (WA) PTY LTD	PROJECT RFT 02/2023 ROBINSON STREET RECONSTRUCTION. CONTRACT WORKS CLAIM 3 FOR THE PERIOD SEPTEMBER 2023	\$ 511,372.13		
EFT39567	10/10/2023	GAVIN GRIFFITHS INVESTMENTS PTY LTD	PRE EMPLOYMENT ASSESSMENT FOR CUSTOMER SERVICE OFFICER	\$ 286.00		
EFT39568	10/10/2023	GASCOYNE OFFICE EQUIPMENT	A1 GLOSS POSTER PRINTING FOR SCHOOL HOLIDAY PROGRAM POSTER PRINT	\$ 70.00		
EFT39569	10/10/2023	WR & BD BOVELL T/A GERALDTON MOWER AND REPAIR SPECIALISTS	SUPPLY OF 1X STARTER ASSY RECOIL FOR MOWER	\$ 52.20		
EFT39570	10/10/2023	ROADSTONE WEST PTY LTD	PROVISION OF ENGINEERING SERVICES, SUPERVISION AND ADMINISTRATIVE SUPPORT FOR DRFAWA - AGRN1021(ESTIMATE TOTAL VALUE) AS PER CONTRACT RFQ 03/2023	\$ 15,134.63		
EFT39571	10/10/2023	WARREN HATT	REIMBURSEMENT OF DIESEL EXPENSES FOR FIRE UNIT 29/08/23 CORAL BAY	\$ 387.48		
EFT39572	10/10/2023	HR PARTNER SOFTWARE PTY LTD	HR PARTNER PREMIUM PLAN SUBSCRIPTION (ANNUAL)	\$ 5,118.30		
EFT39573	10/10/2023	INDEPENDENT FUEL SOLUTIONS PTY LTD	FUEL FOR WORK VEHICLES FOR THE PERIOD 26/09/23 TO 28/09/23	\$ 521.92		
EFT39574	10/10/2023	JOLLY'S AUTO CENTRE (JOLLY'S TYRE SERVICE)	1X MAXAM TYRE FOR KOMATSU LOADER P304 AS PER QUOTE 102843	\$ 3,881.00		
EFT39575	10/10/2023	KOMATSU AUSTRALIA PTY LTD	VALVE ASSEMBLY & FREIGHT FOR KOMATSU	\$ 580.69		
EFT39576	10/10/2023	LANDGATE ACCOUNTS	GROSS RENTAL VALUATIONS CHARGEABLE SEPTEMBER 2023	\$ 97.65		
EFT39577	10/10/2023	MARGARET ST CLAIR	REIMBURSEMENT FOR SUPPLIES FOR CAMPHOST FOR THE PERIOD 11/09/23 TO 24/09/23	\$ 400.00		
EFT39578	10/10/2023	MCLEODS BARRISTERS AND SOLICITORS	REVIEW OF BUILDING ORDERS FOR BLOWHOLE SHACKS	\$ 9,670.60		
EFT39579	10/10/2023	OFFICEWORKS LTD	AUGUST STATIONERY ORDER	\$ 1,949.17		
EFT39580	10/10/2023	OUTBACK COAST PROPERTY PTY LTD	RENT FOR U20/19 MARMION STREET FOR THE PERIOD 22/10/23 TO 21/11/23	\$ 3,476.18		

EFT39581	10/10/2023	PINOCHLE HOLDINGS PTY LTD T/A LANDSCAPE AUSTRALIA CONSTRUCTION	YOUTH PRECINT REVITATISATION PROJECT - PROGRESS CLAIM SEPTEMBER 2023	\$ 255,847.33		
EFT39582	10/10/2023	REPCO PTY LTD	RYCO SERVICE KIT FOR ISUZU DMAX P354, FILTERS AND KIT FOR TOYOTA PRADO P349, HEAVY DUTY FUEL WATER SEPERATOR FOR P337, AIR FILTER FOR TORO MOWER P333, FUEL FILTER WATER AND LUBE FILTER FOR TORO MOWER P333, FUEL FILTER FOR P122, GLOBE-HI 12V FOR P343	\$ 321.22		
EFT39583	10/10/2023	R & L COURIERS	FREIGHT SERVICES FOR THE PERIOD 01/08/23 TO 30/08/23	\$ 193.05		
EFT39584	10/10/2023	ROAD RUNNER MECHANICAL SERVICES	SUPPLY PARTS - BREAK MASTER CYLINDER ASSEMBLY FOR ISUZU DUAL CAB TRUCK PTRU2	\$ 437.91		
EFT39585	10/10/2023	SANDHURST SECURITY SERVICES PTY LTD	STATIC GUARD FOR MAIN STREET WORKS FOR THE PERIOD 19/09/23 TO 22/09/23	\$ 1,056.00		
EFT39586	10/10/2023	SEA CONTRACTING PTY LTD	QUARTERLY MONITORING FEES FOR THE PERIOD OCTOBER TO DECEMBER 2023	\$ 2,133.03		
EFT39587	10/10/2023	RIP IT SECURITY SHREDDING AND RECYCLERS	SUPPLY/COLLECTION/EXCHANGE & PROCESSING OF 240LTR DOC BIN FOR COLLECTION OF PAPER FOR DESTRUCTION	\$ 603.00		
EFT39588	10/10/2023	CARNARVON SPORTS	FISHING GEAR RESTOCK FOR SEPTEMBER SCHOOL HOLIDAY PROGRAM ACTIVITIES	\$ 200.00		
EFT39589	10/10/2023	THE TRUSTEE FOR STP UNIT TRUST T/AS STP CONSULTANTS	STRUCTURAL DESIGN AND DOCUMENTATION FOR PROPOSAL 023-00215 FOR STAND ALONE BLOWHOLES STAIRCASE AT BLOWHOLES LOCATION. SEPTEMBER PROGRESS CLAIM	\$ 3,520.00		
EFT39590	10/10/2023	TELSTRA LIMITED	TELSTRA ACCOUNT 780 3346 000 - OVERDUE HARDWARE CHARGES & SERVICE CHARGES FOR PERIOD 20/07/23 TO 19/08/23	\$ 43,242.33		
EFT39591	10/10/2023	TOYWORLD \$ CARNARVON	POOL INFLATABLES AND GAMES FOR SEPTEMBER SCHOOL HOLIDAY PROGRAM ACTIVITIES	\$ 349.87		
EFT39592	10/10/2023	VANGUARD PRESS	BROCHURE DISPLAY & TRANSPORT & WAREHOUSING FEE	\$ 749.00		
EFT39593	10/10/2023	WATER CORPORATION	WATER ACCOUNT FOR 9006758403 FOR THE PERIOD 01 SEPTEMBER 2023 TO 31 OCTOBER 2023 95 OLIVIA TERRACE, CARNARVON	\$ 267.32		
EFT39594	13/10/2023	ADAM COTTRELL	MONTHLY COUNCILLOR SITTING FEE AND TRAVELLING FEE FOR 26 SEPTEMBER 2023 AND FEE RISE BACKDATED JULY & AUG 2023	\$ 1,885.50		
EFT39595	13/10/2023	ASM ECLIPSE PTY LTD	SOUVENIR ORDER FOR RESTOCK & RETAIL AT THE VISITOR CENTRE	\$ 434.49		
EFT39596	13/10/2023	BOC LIMITED (AUST)	GAS FOR WORKSHOP - DISOLVED ACETYLENE, OXYGEN INDUST	\$ 294.39		
EFT39597	13/10/2023	BARRY EVANS FURNITURE & FLOOR COVERINGS	OFFICE FURNITURE FOR DEVELOPMENT DEPARTMENT 4 X CHAIRS, 1 X TABLE	\$ 1,440.00		
EFT39598	13/10/2023	CENTRAL REGIONAL TAFE	COURSE FEES HEALTH & SAFETY REP TRAINING	\$ 1,297.00		
EFT39599	13/10/2023	CORAL COAST VETERINARY HOSPITAL	3 X CAT EUTHANASIA 01/09/23	\$ 929.98		
EFT39600	13/10/2023	JM AND VL FARNE T/A CORAL BAY CONTRACTING	MAINTENANCE OF LANDFILL SITE, ROADSIDE BINS, FISH OFFAL BINS FOR SEPTEMBER 2023	\$ 23,724.86		
EFT39601	13/10/2023	ALEXANDER FULLARTON	MONTHLY COUNCILLOR SITTING FEE FOR 26 SEPTEMBER AND FEE RISE BACKDATED FOR JULY & AUG 2023	\$ 1,773.50		
EFT39602	13/10/2023	GASCOYNE FUNERAL DIRECTORS & MONUMENTALS	GARDEN MAINTENANCE & AMENITY CLEANING BROWNS RANGE CEMETARY AUGUST 2023	\$ 3,881.00		
EFT39603	13/10/2023	GASCOYNE OFFICE EQUIPMENT	4 X CORFLUTE SIGNS 1200X600 FOR MEDICAL CENTRE PARKING AND 4 X CORFLUTE SIGNS WITH DIRECTIONAL ARROW 1200 X 300	\$ 320.00		
EFT39604	13/10/2023	ROADSTONE WEST PTY LTD	JOB NO. J0991 MANAGE THE SHIRES CONSTRUCTION WORKS FOR ROBINSON STREET RECONSTRUCTION FOR THE PERIOD 14/09/23 TO 15/09/23	\$ 5,442.25		
EFT39605	13/10/2023	ANDREOLI HOLDINGS PTY LTD T/A AUTOPRO CARNARVON	DAMAGE FROM BUSHFIRE DFES AT THE HILLSRING FIRE DFES REF: 603334. INSURANCE CLAIM MO0064009. REPLACE ENGINE MOUNTS/FAN BLADE & HUB, FAN SHROUD, EXPANSION COOLANT TANK, LEFT REAR TAIL LIGHT.	\$ 2,025.40		
EFT39606	13/10/2023	JOLLY'S AUTO CENTRE (JOLLY'S TYRE SERVICE)	INSPECT REAR LHS TYRE FOR LEAK REGISTRATION 1HHK652	\$ 90.00		
EFT39607	13/10/2023	KLEENIT PTY LTD	PUBLIC SPACE & FOOTPATH CLEANING FOR PERIOD ENDING 24/09/23	\$ 15,158.00		
EFT39608	13/10/2023	LUKE SKENDER	MONTHLY COUNCILLOR SITTING FEE FOR 26 SEPTEMBER 2023 AND SITTING FEE RISE BACKDATED FOR JULY & AUG 2023	\$ 1,773.50		
EFT39609	13/10/2023	MARCO PAULO FERREIRINHA	MONTHLY COUNCILLOR SITTING FEE FOR 26 SEPTEMBER 2023 AND SITTING FEE RISE BACKDATED FOR JULY & AUG 2023	\$ 1,773.50		
EFT39610	13/10/2023	BURKE MASLEN	MONTHLY COUNCILLOR SITTING FEE AND MONTHLY DEPUTY ALLOWANCE FOR 26 SEPTEMBER 2023 AND FEE RISE BACKDATED JULY & AUG 2023	\$ 2,838.49		
EFT39611	13/10/2023	REPCO PTY LTD	ENVIRO+ 5W40 205L DRUM, LUBRICANT OIL PRO HYDRAUL 20LT FOR WORKSHOP	\$ 2,844.88		
EFT39612	13/10/2023	RICHER888 PTY LTD	CATERING FOR 10 PEOPLE FOR COUNCIL MEETING HELD ON 26/09/23	\$ 220.00		
EFT39613	13/10/2023	SMITH, EDWARD	MONTHLY COUNCILLOR SITTING FEE AND PRESIDENTS ALLOWANCE FOR 26 SEPTEMBER 2023, MONTHLY COUNCILLOR SITTING FEE AND PRESIDENTS ALLOWANCE RISE BACKDATED JULY & AUG 2023.	\$ 6,033.25		
EFT39614	13/10/2023	SOUTHERN CROSS AUSTEREO PTY LTD	RADIO ADVERTISEMENT FOR GASCOYNE GAMES 2023	\$ 495.00		
EFT39615	13/10/2023	ST JOHN AMBULANCE ASSOCIATION IN WA INC	STANDBY AMBULANCE SERVICES FOR 2023 GASCOYNE GAMES	\$ 885.50		
EFT39616	13/10/2023	THE TRUSTEE FOR THE SWEETMAN NO 2 TRUST T/A SWEET AS CONCRETE	SUPPLY & DELIVERY 1.2M3 OF TYPE 1 CONCRETE AND FIBREMESH TO EGAN STREET	\$ 1,016.00		

EFT39617	13/10/2023	TELSTRA LIMITED	SERVICE CHARGES DEPOT SAT PHONES X 2, RANGER SAT PHONES	\$ 165.00		
EFT39618	13/10/2023	TEAM GLOBAL EXPRESS PTY LTD	FREIGHT SERVICES FOR COMMUNITY & HEALTH	\$ 178.46		
EFT39619	13/10/2023	THOMAS LANGLEY	MONTHLY COUNCILLOR SITTING FEE FOR 26 SEPTEMBER 2023 AND SITTING FEE RISE BACKDATED FOR JULY & AUG 2023	\$ 1,773.50		
EFT39620	13/10/2023	UNIFORMS AT WORK AUSTRALIA PTY LTD	STAFF UNIFORMS ORDERS FOR THE MONTH OF SEPTEMBER 2023	\$ 873.65		
EFT39621	13/10/2023	LUKE VANDELEUR	MONTHLY COUNCILLOR SITTING FEE FOR 26 SEPTEMBER 2023 AND SITTING FEE RISE BACKDATED FOR JULY & AUG 2023	\$ 1,773.50		
EFT39622	13/10/2023	D & J UNIT TRUST THE T/AS WESTQUEST PTY LTD	RENT DUE OCTOBER 2023 FOR 95 OLIVIA TERRACE, CARNARVON	\$ 2,383.33		
EFT39623	20/10/2023	AQUA TERRA OIL AND MINERAL SERVICE AND SUPPLY COMPANY PTY LTD T/S ATOM SUPPLY	SUPPLY OF CHEMICAL RESISTANT GLOVES, AIR FRESHENER LITTLE TREES, EARMUFF HEADBANDS	\$ 677.58		
EFT39624	20/10/2023	AUSTRALIA POST	AUSTRALIA POST POSTAGE FEES FOR THE MONTH SEPTEMBER 2023	\$ 119.86		
EFT39625	20/10/2023	BUILDING & CONSTRUCTION INDUSTRY TRAINING	BUILDING & CONSTRUCTION INDUSTRY TRAINING FUND LEVY FOR THE PERIOD SEPTEMBER 2023. REFERENCE: INV 197970 C3P3C2	\$ 105.75		
EFT39626	20/10/2023	G BISHOPS TRANSPORT SERVICES PTY LTD AFT GBT SERVICES TRUST	FREIGHT SERVICES PROVIDED, JASON SIGNMAKERS TO DEPOT	\$ 70.55		
EFT39627	20/10/2023	BOC LIMITED (AUST)	HIRE CHARGES OF GAS CYLINDERS FOR WORKSHOP AND HEALTH DEPARTMENT	\$ 74.77		
EFT39628	20/10/2023	BOOEASY TOURISM SOLUTIONS	BOOKINGS, MINIMUM MONTHLY FEE 2023	\$ 220.00		
EFT39629	20/10/2023	DEPARTMENT OF MINES, INDUSTRY REGULATION AND SAFETY	BUILDING SERVICES LEVY FOR THE PERIOD 01/09/23 TO 30/09/23	\$ 226.60		
EFT39630	20/10/2023	CABCHARGE PAYMENTS PTY LTD	TAXIFARE CHARGES FOR THE MONTH OF SEPTEMBER	\$ 232.57		
EFT39631	20/10/2023	CARNARVON LADIES DARTS ASSOCIATION	COMMUNITY GROWTH FUND ROUND 1 JULY 2023 FUNDING, AS PER COUNCIL MEETING ON 02/08/23, GASCOYNE GAMES PARTICIPATION FOR THE CARNARVON LADIES DARTS ASSOCIATION	\$ 3,440.00		
EFT39632	20/10/2023	CARNARVON MOTOR GROUP PTY LTD	CHECK ASSY FR DOOR TO TOYOTA REGO:C28452 P342	\$ 187.32		
EFT39633	20/10/2023	CMM MAINTENANCE SOLUTIONS	MOW & WHIP U20/19 MARMION STREET, 95 OLIVIA TERRACE	\$ 300.00		
EFT39634	20/10/2023	CANINE CONTROL	PROVIDE RELIEF RANGER SERVICES FOR CARNARVON SHIRE IN CORAL BAY 07/09/23 TO 19/09/23	\$ 11,000.00		
EFT39635	20/10/2023	CARNARVON MENSWEAR	SAFETY BOOT - OLIVER ZIP BOOT FOR DEPOT STAFF	\$ 225.00		
EFT39636	20/10/2023	KEMPTON FAMILY TRUST T/A CARNARVON GLASS & WINDOW TINT	SUPPLY & FIT WINDSCREEN TO TOYOTA HILUX UTE REGO: C29095 P382	\$ 1,017.75		
EFT39637	20/10/2023	CENTRAL REGIONAL TAFE	COMPLIANCE OFFICER, HEALTH & SAFETY REP TRAINING OCTOBER 2023	\$ 1,297.00		
EFT39638	20/10/2023	CORAL COAST VETERINARY HOSPITAL	EUTHANASIA 2 X FELINE	\$ 249.99		
EFT39639	20/10/2023	CONTROLLED IRRIGATION SUPPLIES	300 X DBY/Y WATERPROOF CONNECTORS FOR MAIN STREET RETICULATION	\$ 1,350.00		
EFT39640	20/10/2023	RK & LJ SMITH CORPORATION PTY LTD T/A CARNARVON AUTO ELECTRICS	2 X BATTERY AC DELCO TO SUIT ISUZU P291	\$ 470.00		
EFT39641	20/10/2023	CARNARVON GROWERS ASSOCIATION INC	ALERT DOG FOOD 20KG FOR POUND	\$ 98.34		
EFT39642	20/10/2023	A.C.P. INDUSTRIES PTY LTD T/AS CARNARVON FRESH IGA	RESTOCK OF GROCERY SUPPLIES FOR CINEMA KIOSK	\$ 710.89		
EFT39643	20/10/2023	THE TRUSTEE FOR CHAPMAN TRUST T/A CARNARVON MITRE 10	RAKE ALUMIN CONCRETE X 2, SHOWEL D HANDLE FOR DEPOT	\$ 210.90		
EFT39644	20/10/2023	THE TRUSTEE FOR SILVERSPRING TRUST T/A TJ DEPIAZZI & SONS	DELIVERY OF SOIL CONDITIONER TO CARNARVON AIRPORT	\$ 46,784.42		
EFT39645	20/10/2023	DIRECT SMS PTY T/A DIRECT SMS PTY LTD	ONLINE SMS COMMUNICATION SERVICE USED TO MARKET & PROMOTE EVENTS, BOOEASY	\$ 53.90		
EFT39646	20/10/2023	DUN DIRECT PTY LTD	DUNNINGS FUEL SUPPLIES FOR WORK VEHICLES FOR THE MONTH OF OCTOBER 2023	\$ 4,403.71		
EFT39647	20/10/2023	ECOSCAPE AUSTRALIA PTY LTD	JOB NO 23.4839 PHASE 2 FRAMEWORK AND SITE ASSESSMENT, SITE VISIT COST SEPTEMBER	\$ 9,258.66		
EFT39648	20/10/2023	GOODFORM HOLDINGS PTY LTD T/A EVERYWHERE TRAVEL	AIR TRAVEL 26/11/23 FOR MR STEVEN TWEEDIE - GOVERNESS CONSULTANT AND TRAINER.	\$ 1,195.00		
EFT39649	20/10/2023	GASCOYNE BAKERY CAFE	CATERING ON 18/08/23 FOR TRAINER AND TRAINEES FOR RANGER TRAINING 21/08/23 TO 24/08/23	\$ 690.00		
EFT39650	20/10/2023	GAVIN GRIFFITHS INVESTMENTS PTY LTD	PRE EMPLOYMENT ASSESSMENT FOR RANGER	\$ 286.00		
EFT39651	20/10/2023	GASCOYNE MACHINING PTY LTD	SUPPLY 1 X COUPLING FOR TRANSPORTING OFFICE FROM WASTE FACILITY TO DEPOT	\$ 177.86		
EFT39652	20/10/2023	GASCOYNE OFFICE EQUIPMENT	RICOH SERVICE AGREEMENT FOR THE MONTH OF AUGUST 2023	\$ 6,869.32		
EFT39653	20/10/2023	WR & BD BOVELL T/A GERALDTON MOWER AND REPAIR SPECIALISTS	SUPPLY OF ROVER ZERO TURN 46FAB DECK MOWER AND FREIGHT TO DEPOT	\$ 10,462.80		
EFT39654	20/10/2023	ROADSTONE WEST PTY LTD	JOB NO: J0718 CLIENT REF:PO43287 SCA AGRN951 FLOOD DAMAGE CONSTRUCTION PACKAGE 6 FOR THE PERIOD 18/09/23 TO 01/10/23	\$ 110,852.64		
EFT39655	20/10/2023	GHD PTY LTD	FLOOD PREPAREDNESS TOWN LEEVEE PERIOD ENDING 30/09/23	\$ 36,300.48		
EFT39656	20/10/2023	HORIZON POWER (BENTLEY OFFICE)	ELECTRICITY ACCOUNT FOR 168944 FOR THE PERIOD 01/09/23 TO 30/09/23	\$ 54,089.55		
EFT39657	20/10/2023	INFOCOUNCIL PTY LTD	ANNUAL LICENSE FEE 31/08/23 TO 30/06/2024	\$ 4,859.25		
EFT39658	20/10/2023	INDEPENDENT FUEL SOLUTIONS PTY LTD	FUEL FOR WORK VEHICLES FOR THE PERIOD 02/10/23 TO 08/10/23	\$ 9,402.53		
EFT39659	20/10/2023	INTEGRATED ICT	MANAGE SERVICE AGREEMENT PER USER FOR THE MONTH OF SEPTEMBER	\$ 15,100.69		

EFT39660	20/10/2023	JOLLY'S AUTO CENTRE (JOLLY'S TYRE SERVICE)	SUPPLY AND FIT 2 TYRES FOR ISUZU DMAX P354	\$ 974.00		
EFT39661	20/10/2023	JTAGZ PTY LTD	200 X 2024 BLUE WRAP STRAP DOG REGISTRATION TAGS, INC FREIGHT	\$ 110.00		
EFT39662	20/10/2023	KLEENIT PTY LTD	RFT 03/2022 PROVISION OF CLEANING SERVICES NETBALL FACILITIES 01/09/23 TO 30/09/23	\$ 3,124.00		
EFT39663	20/10/2023	KOMATSU AUSTRALIA PTY LTD	SUPPLY AND DELIVER INTAKE HOSE & CLAMP FOR LOADER REGISTRATION WA3806 INCLUDES FREIGHT	\$ 1,757.63		
EFT39664	20/10/2023	KYLE WILLIAMS	REIMBURSEMENT FOR DEVELOPMENT COORDINATOR FOR COST OF WATER BOTTLES AND PAPER CUPS FOR COACHING WORKSHOP	\$ 12.60		
EFT39665	20/10/2023	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	2023 2024 SILVER LOCAL GOVERNMENT SUBSCRIPTION	\$ 2,200.00		
EFT39666	20/10/2023	MICROCOM PTY LTD T/A METROCOUNT	3 X ROADPOD VTS900 PLUS TRAFFIC COUNTERS AND ASSOCIATED HARDWARE	\$ 17,781.50		
EFT39667	20/10/2023	THE TRUSTEE FOR KIMAL TRUST T/A MKB SKIP BINS	WEEKLY HIRE AND SERVICE OF FRONT LIFT BINS AT BLOWHOLES AND 3RD BIN HIRE FOR WEEK ENDING 11/10/23	\$ 945.00		
EFT39668	20/10/2023	NO DIG EQUIPMENT PTY LTD	SUPPLY HIGH PRESSURE WATER PUMP FOR DEPOT WORKS INCLUDING FREIGHT	\$ 836.00		
EFT39669	20/10/2023	NORTHERN GOLDFIELDS EARTHMOVING PTY LTD	LRC026 QUOBBA GNARLOO RFT05/2023 RESHET QUOBBA/GNARLOO ROAD FOR THE MONTH OF SEPTEMBER 2023	\$ 268,336.75		
EFT39670	20/10/2023	RIDJEDIJ FAMILY TRUST	SUPPLY OF 500 WORMS FOR COMPOSTING WORKSHOP FOR OCTOBER SCHOOL HOLIDAY PROGRAM	\$ 110.00		
EFT39671	20/10/2023	ROAD RUNNER MECHANICAL SERVICES	SUPPLY FIRST SERVICE KIT FOR P384	\$ 936.62		
EFT39672	20/10/2023	SHIRE OF CARNARVON MUNICIPAL FUND	COMMISSION ON BUILDING SERVICES LEVY FOR THE PERIOD 01/09/23 TO 30/09/23	\$ 28.25		
EFT39673	20/10/2023	SOUTHERN CROSS AUSTEREO PTY LTD	RADIO ADVERTISING WEEKEND MARKETS FOR THE MONTH OF SEPTEMBER	\$ 330.00		
EFT39674	20/10/2023	STEPHANIE LECA	REIMBURSEMENT OF PURCHASE OF \$200 VOUCHER FOR THOMAS DODD WHO DID WELCOME TO COUNTRY FOR THE BAXTER PARK NATURE PLAY OPENING ON 08/09/23 AS REQUESTED BY CEO	\$ 200.00		
EFT39675	20/10/2023	THE TRUSTEE FOR THE SWEETMAN NO 2 TRUST T/A SWEET AS CONCRETE	SUPPLY 3.8M3 CONCRETE WITH EXPOSED SUPREME BLACK, SUPREME BLACK WITH RAINBOW STONE FOR VERGE IMPROVEMENTS FRANCIS STREET. 02/10/23 SUPPLY 6M3 TYPE 4 CONCRETE TO SHIRE DEPOT. 04/10/23 SUPPLY 6M3 TYPE 1 CONCRETE TO SHIRE DEPOT	\$ 6,844.72		
EFT39676	20/10/2023	TELSTRA LIMITED	ACCOUNT 7803346000 TELSTRA FOR LIBRARY NEW PHONE SYSTEM,INTERNET & DATA	\$ 6,851.81		
EFT39677	20/10/2023	THREE CHILLIES DESIGN PTY LTD TRADING AS TILT PLANT HIRE	MINI DIGGER WET HIRE HOURLY FOR ROBINSON STREET RETICULATION WORKS	\$ 2,337.50		
EFT39678	20/10/2023	TEAM GLOBAL EXPRESS PTY LTD	FREIGHT SERVICE PROVIDED FOR THE FOLLOWING DATES 17/08, 01/09, 06/09/23	\$ 501.46		
EFT39679	20/10/2023	TQUIP	1 X SHOCK ABSORBER FOR TORO RIDE ON MOWER AS PER QUOTE 22998#10	\$ 641.70		
EFT39680	20/10/2023	TOTALLY WORKWEAR GERALDTON	INFRASTRUTURE ANNUAL PPE UNIFORM ORDER	\$ 10,984.93		
EFT39681	20/10/2023	TROPICS HARDWARE	1 X 10LT TUB OF HAYMES DEXPRESS WOODCARE FOR DEPOT	\$ 286.00		
EFT39682	20/10/2023	THE TRUSTEE FOR VICKERY FAMILY TRUST T/AS TROPHY SHOP AUSTRALIA	SUPPLY GOLD,SILVER, BRONZE MEDALS WITH LOGOS FOR GASCOYNE GAMES	\$ 1,909.46		
EFT39683	20/10/2023	THE TRUSTEE FOR UDLA UNIT TRUST	LANDSCAPE ARCHITECTURAL DESIGN SERVICES ON CARNARVON CBD REVITALISATION PROJECT	\$ 12,650.00		
EFT39684	20/10/2023	VALERIA LUCCHITTO	CATERING FOR BUSH FIRE BRIGADE AGM MONDAY 11TH SEPTEMBER 2023	\$ 300.00		
EFT39685	20/10/2023	WESTON, CHERYL	REIMBURSEMENT OF LIGHT REFRESHMENTS FOR ART GALLERY EXHIBITION EVENT ON 13/10/23	\$ 113.92		
EFT39686	20/10/2023	WHITBURN RURAL SERVICES	SUPPLY OF HONDA AIR BROOM & FREIGHT	\$ 537.49		
EFT39687	27/10/2023	ABC FOUNDATION LTD	COMMUNITY GROWTH FUND ROUND 1 JULY 2023 FUNDING. AS PER COUNCIL MEETING ON 22/08/23. LETS TALK BASKETBALL SEPTEMBER 2023	\$ 1,650.00		
EFT39688	27/10/2023	ANDREW TYSON	ANNUAL LEAVE TRAVEL ASSISTANCE FOR AIRPORT MANAGER FOR THE PERIOD 24/08/23 TO 08/09/23	\$ 669.00		
EFT39689	27/10/2023	APPLE PTY LIMITED	2 X IPHONE 15 BLACK FOR RANGER SERVICES	\$ 2,998.01		
EFT39690	27/10/2023	ARCHERY SKIRMISH	SCHOOL HOLIDAY PROGRAM - THE ULTIMATE EXPERIENCE. ARCHERY SKIRMISH & BUBBLE BASH SOCCER, INCLUDES TRANSPORT FEE. 4 DAYS YOUTH ACTIVITIES FOR SEPT /OCT SCHOOL HOLIDAYS	\$ 4,720.00		
EFT39691	27/10/2023	AUSTRALIAN HUMAN RESOURCES INSTITUTE LIMITED	AHRI ASSOCIATE MEMBERSHIP 2023/24	\$ 735.00		
EFT39692	27/10/2023	AVELING	5 AVELING TRAINING MODULES FOR NEW STARTERS	\$ 1,760.00		
EFT39693	27/10/2023	BAYVIEW CORAL BAY	OPERATOR PAYMENT FOR THE PERIOD OF 31/08/23 TO 02/10/23	\$ 5,031.25		
EFT39694	27/10/2023	BDP DISTRIBUTION PTY LTD T/AS MCDONALDS WHOLESALERS	200 X SNACK BOXESFOR CHILDRENS WEEK. REAL FUTURES PREPARING FOOD BOXES	\$ 81.60		
EFT39695	27/10/2023	BLUE SINGLET PTY LTD T/A RACKMAN AUSTRALIA	SUPPLY AND DELIVERY OF RACKMAN FIRESPAN SHELIVING FOR BFB STATION	\$ 4,132.83		
EFT39696	27/10/2023	BOC LIMITED (AUST)	CONTAINER SERVICE FOR THE PERIOD 29.03.23 TO 27.04.23 - OXYGEN INDUST, DISS ACETYLENE, ARGOSHIELD,CO2 FOOD FRESH, OXYGEN MEDICAL	\$ 92.64		
EFT39697	27/10/2023	BTX CONTRACTING	MANAGEMENT OF CARNARVON AQUATIC CENTRE AS PER SCHEDULE NOVEMBER 2023	\$ 33,640.00		

EFT39698	27/10/2023	SUMMERSTAR PTY LTD T/A CAPRICORN HOLIDAY PARK	OPERATOR PAYMENT FOR THE PERIOD 31/08/23 TO 02/10/23	\$ 115.01		
EFT39699	27/10/2023	CALL ASSOCIATES PTY LTD	CONNECT CALL CENTRE SERVICES FOR SHIRE OF CARNARVON FOR THE MONTH OF JULY 2023	\$ 209.53		
EFT39700	27/10/2023	CANINE CONTROL	MURDOCH UNIVERSITY CANINE STERISATION PROGRAM 46 X MICROCHIPPING PROCEDURES, ACCOMODATION & MEALS, FUEL	\$ 8,833.00		
EFT39701	27/10/2023	CARNARVON CENTRAL APARTMENTS 2	OPERATOR PAYMENT FOR THE PERIOD 31/08/23 TO 02/10/23	\$ 140.00		
EFT39702	27/10/2023	CARNARVON TENNIS CLUB	COMMUNITY GROWTH FUND ROUND 2 JULY 2023 AS PER COUNCIL MEETING 22/08/23 RATES CONCESSION & GASCOYNE GAMES 2023 PARTICIPATION	\$ 2,000.00		
EFT39703	27/10/2023	CARNARVON YACHT CLUB	COMMUNITY GROWTH FUND ROUND 3 JULY 2023 FOR THE GASCOYNE GAMES PARTICIPATION	\$ 3,150.00		
EFT39704	27/10/2023	THE TRUSTEE FOR DN KEARNEY FAMILY TRUST T/A CARNARVON ELECTRICS	REPAIR LIGHTING IN THE SHIRE ADMIN BUILDING. 16XSTARTER FLUOR, 16XLAMP FLUOR, SERVICE FEE & TRADESMAN	\$ 499.05		
EFT39705	27/10/2023	CENTRAL REGIONAL TAFE	HEALTH & SAFETY REP TRAINING 18 ON 21 SEPTEMBER 2023. \$1297 PER PERSON. RANGER COORDINATOR, VISITOR CENTRE COORDINATOR, COMMUNITY DEVELOPMENT OFFICER, AIRPORT MANAGER, WASTE LEADING HAND, MANAGER OF ECONOMICS & DEVELOPMENT, PARKS & GARDENS LEADING HAND	\$ 5,426.90		
EFT39706	27/10/2023	CITY OF GREATER GERALDTON	BUILDING CERTIFICATION SERVICES FOR THE MONTH OF SEPTEMBER 2023	\$ 4,610.64		
EFT39707	27/10/2023	CARNARVON FISHING CLUB INC.	SPONSORSHIP OF THE CARNARFIN FISHING COMPETITION. COMMUNITY GROWTH FUND ROUND 2 FOR JULY 2023 AS PER COUNCIL MEETING 22/08/23. CARNARFIN FISHING COMPETITION 2024	\$ 5,000.00		
EFT39708	27/10/2023	JRM OPERATIONS PTY LTD T/A CORAL COAST TOURIST PARK	OPERATOR PAYMENT FOR THE PERIOD 31/08/23 TO 02/10/23	\$ 196.87		
EFT39709	27/10/2023	CORAL COAST WATER PTY LTD	COMMERCIAL WATER SALES ACCT 10220 FOR THE MONTH OFAUGUST 2023	\$ 16.83		
EFT39710	27/10/2023	CONTROLLED IRRIGATION SUPPLIES	RETICULATION SUPPLIES 30 X ICD100 HUNTER DECODER FOR MAIN STREET REFURBISHMENT	\$ 6,210.00		
EFT39711	27/10/2023	CONDO PRODUCE PTY LTD T/A AL'S LIQUOR STORE	PURCHASE OF ALCOHOL FOR THE THIS LIFE MUSIC FESTIVAL JULY 2022. INVOICE DELAYED IN PAYMENT DUE TO DISCREPANCY WITH CREDITS. NEW CORRECTED INVOICE ISSUED OCTOBER 2023	\$ 9,267.61		
EFT39712	27/10/2023	RK & LJ SMITH CORPORATION PTY LTD T/A CARNARVON AUTO ELECTRICS	TRAILER PLUG WIRE AND PARTS. INSTALL NEW UHF, ANTENNA, CHECK TRAILER SOCKET AND PARTS FOR P384	\$ 643.61		
EFT39713	27/10/2023	CARNARVON GROWERS ASSOCIATION INC	SUPPLY ROUNDUP ULTRAMAX 1000LTR, BROMICIDE 20LTS, KAMBA 20LTR, METSULFURON 500GM, BINDI KILLER 5LTR	\$ 13,859.88		
EFT39714	27/10/2023	A.C.P. INDUSTRIES PTY LTD T/AS CARNARVON FRESH IGA	FOOD SUPPLIES FOR NIGHT PATROL MEAL DELIVERY FOR YOUTH PROGRAMS PERIOD ENDING SEPT	\$ 135.24		
EFT39715	27/10/2023	THE TRUSTEE FOR CHAPMAN TRUST T/A CARNARVON MITRE 10	5 X SHEETS OF MESH FOR CONCRETE POUR, GARRISON FENCING HEAVY GALVANISED FOR SKIPWORTH STREET STORM WATER PUMP UPGRADES. AJA PREP 10LTR & FAN EXHAUST ROUND WHITE 200MM, CONCRETE MIX 20KG AND ROD FOR BUILDING MAINTENANCE AT AQUATIC CENTRE. 8 X TEE REDUCING 25X20MM & 4 BAGS OF CONCRETE MIX, 1 X GAS KWIK BOTTLE 8.5KG	\$ 10,052.87		
EFT39716	27/10/2023	DENIKA SWEETMAN	ANNUAL LEAVE TRAVEL ASSISTANCE FOR PEOPLE & CULTURE AND SYSTEMS COORDINATOR FOR THE PERIOD 07/08/23 TO 18/08/23	\$ 440.00		
EFT39717	27/10/2023	DEPARTMENT OF TRANSPORT	REGISTRATION RENEWAL FEES FOR JETTY NO: 4052 51 (LOT 819) YARDI QUAYS, BROCKMAN	\$ 163.80		
EFT39718	27/10/2023	THE TRUSTEE FOR SILVERSPRING TRUST T/A TJ DEPIAZZI & SONS	SUPPLY OF 50 WOODLANDS CHIPS BLACK & 50 WOODLANDS CHIPS RED TO CARNARVON AIRPORT	\$ 13,856.70		
EFT39719	27/10/2023	DISCOVERY PARKS CARNARVON (DISCOVERY HOLIDAY PARKS PTY LIMITED)	OPERATOR PAYMENT FOR THE PERIOD 31/08/23 TO 02/10/23	\$ 223.99		
EFT39720	27/10/2023	DUN DIRECT PTY LTD	FUEL SUPPLIES FOR VARIOUS PLANT FOR THE PERIOD 09/10/23 TO 15/10/23	\$ 3,405.93		
EFT39721	27/10/2023	JOHN DWYER	CROSSOVER SUBSIDY PAYMENT IN ACCORDANCE WITH CURRENT SCHEDULED FEES & CHARGES FOR THE PROPERTY AT 10A BROWN STREET, CARNARVON	\$ 900.00		
EFT39722	27/10/2023	EQUIFAX AUSTRALIASIA WORKFORCE SOLUTIONS PTY LTD	3 X AUSTRALIAN CRIMINAL HISTORY CHECKS FOR NEW STAFF	\$ 148.50		
EFT39723	27/10/2023	EDGE DIGITAL TECHNOLOGY PTY LTD	1 X REPLACEMENT BATTERY CARTRIDGE #123 & FREIGHT FOR CINEMA PROJECTOR	\$ 254.10		
EFT39724	27/10/2023	ELDERS RURAL SERVICES AUSTRALIA LIMITED	ANIMAL POUND FOOD - DOG ALERT PLUS 20KG	\$ 105.66		
EFT39725	27/10/2023	EVENTS CARNARVON INC	CHRISTMAS STREET PARTY 2023 COMMUNITY GROWTH FUND ROUND 2 FOR JULY 2023 AS PER COUNCIL MEETING ON 22ND AUGUST 2023	\$ 8,000.00		
EFT39726	27/10/2023	GOODFORM HOLDINGS PTY LTD T/A EVERYWHERE TRAVEL	RETURN FLIGHTS FOR THE JOE WILLIAMS SUICIDE PREVENTION WORKSHOPS FRIDAY 3/11/23	\$ 1,340.00		
EFT39727	27/10/2023	FIVE ELEMENTS INTERNATIONAL PTY LTD T/AS JOHANN KLOECKER SPECIALISED MATERIALS & CO	12 TONNES OF POLYCHLOR STABILISER INCLUDING DELIVERY TO CARNARVON FOR QUOBBA - GNARLOO ROAD WORKS	\$ 89,925.00		

EFT39728	27/10/2023	THE TRUSTEE FOR THE SIMON O'HART FAMILY TRUST T/A FRONTLINE FIRE & RESCUE EQUIPMENT	PROTECTIVE WEAR FOR STAFF IN FIRE OPERATIONS 5 X S&H CARGO REFLECTIVE TAPE PROTEX LEVEL 1, NOMEX LENSING STRUCTURAL FLASH HOOD, MAGNUM VULCAN LITE SIZE 10 & 11	\$ 3,952.31		
EFT39729	27/10/2023	GALLERIESWEST INC	GALLERIES WEST MEMBERSHIP FOR THE FINANCIAL YEAR 2023/24	\$ 50.00		
EFT39730	27/10/2023	GASCOYNE PLUMBING SOLUTIONS	PUMP OUT SEPTIC TANKS AND DUMP POINTS AT BLOW HOLES CAMPING GROUNDS	\$ 2,547.27		
EFT39731	27/10/2023	GASCOYNE OFFICE EQUIPMENT	SUPPLY RICOH IM C2010 A3 COLOUR PRINTER TO BUSHFIRE BRIGADE LOCATION	\$ 4,064.50		
EFT39732	27/10/2023	GERALDTON AIR COMPRESSORS	SERVICE AIR COMPRESSORS, WORKSHOP CECATTO CSA20, VEHICLE COMPRESSOR AKKO, LANDFILL COMPRESSOR WESTAIR. VESSELL/PRV INSPECTIONS & REPORTS	\$ 1,573.00		
EFT39733	27/10/2023	ROADSTONE WEST PTY LTD	JOB NO: J0718 PROJECT MANAGEMENT OF THE SHIRES AGRN951 FLOOD DAMAGE REINSTATEMENT WORKS. PROJECT MANAGER SITE INSPECTIONS, REVIEW OF WORKS/BUDGET, ONGOING PROJECT ADMINISTRATION, FOR THE PERIOD 01/09/23 TO 30/09/23	\$ 65,813.01		
EFT39734	27/10/2023	HARRIET MURPHY	ANNUAL LEAVE TRAVEL ASSISTANCE FOR MANAGE OF ECONOMICS & DEVELOPMENT FOR THE PERIOD 24/10/23 TO 30/10/23	\$ 440.00		
EFT39735	27/10/2023	WA HOLIDAY GUIDE PTY LTD	COMPLETED BOOKINGS MARKETING FEE FOR BOOEASY FOR SEPTEMBER 2023	\$ 352.70		
EFT39736	27/10/2023	ANDREOLI HOLDINGS PTY LTD T/A AUTOPRO CARNARVON	SYRINGE OIL INJECTOR 80ML FOR WORKSHOP TO CONDUCT SERVICING	\$ 16.36		
EFT39737	27/10/2023	HORIZON POWER (BENTLEY OFFICE)	SUPPLY UPGRADES TO 18 BABBBAGE ISLAND ROAD, HUTCHINSON PARK PUMP STATION	\$ 3,449.72		
EFT39738	27/10/2023	HOSPITALITY PTY LTD T/AS HOSPITALITY INN CARNARVON	OPERATOR PAYMENT FOR THE PERIOD 31/08/23 TO 02/10/23	\$ 153.03		
EFT39739	27/10/2023	INDEPENDENT FUEL SOLUTIONS PTY LTD	DIESEL FUEL FOR WORK VEHICLES FOR THE PERIOD 16/10/23 TO 22/10/23	\$ 4,774.93		
EFT39740	27/10/2023	IN THE LIGHT CREATIONS	18 X ASSORTED STANDARD CANDLES, 8 X REED DIFFUSERS, 4 X CAR DIFFUSERS FOR VISITOR CENTRE	\$ 540.00		
EFT39741	27/10/2023	INTEGRATED ICT	MANAGED SERVICE AGREEMENT PER USER PER MONTH FOR THE PERIOD 01/09/23 TO 30/09/23	\$ 13,576.01		
EFT39742	27/10/2023	INTREPID MINDS PTY LTD	WHS LAW CONGRESS VIRTUAL REGISTRATION FOR STAFF	\$ 984.50		
EFT39743	27/10/2023	AIRPORT TECHNICAL AND TRAINING SERVICES PTY LTD T/A JASKO AIRPORT SERVICES	CONDUCT 2023 ANNUAL AERODROME TECHNICAL INSPECTION AND OLS SURVEY OF CARNARVON AERODROME	\$ 9,012.50		
EFT39744	27/10/2023	JOLLY'S AUTO CENTRE (JOLLY'S TYRE SERVICE)	2 X MAXXIS LT235/85R16 TYRES INCLUDING BALANCE FOR TOYOTA LANDCRUISER 1EMQ224	\$ 800.00		
EFT39745	27/10/2023	KLEENIT PTY LTD	RFT 07/2023 PUBLIC SPACE & FOOTPATH CLEANING FOR FORTNIGHT ENDING 22/10/23	\$ 13,915.00		
EFT39746	27/10/2023	KOMATSU AUSTRALIA PTY LTD	TRANSPORT KOMATSU LOADER WA250P26 TO AND FROM KOMATSU GERALDTON FOR REPAIRS	\$ 7,840.80		
EFT39747	27/10/2023	LADYBIRD ENTERTAINMENT	CHILDREN'S ENTERTAINMENT FOR THE BAXTER PARK OPENING 2023	\$ 4,554.00		
EFT39748	27/10/2023	LGISWA	INSURANCE: LGIS PROPERTY 2ND INSTALLMENT FOR THE PERIOD 30/06/2023 TO 30/06/2024	\$ 459,676.99		
EFT39749	27/10/2023	THE TRUSTEE FOR THE LITTLE RED HEN TRUST	OPERATOR PAYMENT FOR THE PERIOD 31/08/23 TO 02/10/23	\$ 100.62		
EFT39750	27/10/2023	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	COMTELLIGENCE FORUM 2023 - MEDIA ENGAGEMENT OFFICER & COMMUNICATIONS ENGAGEMENT OFFICER	\$ 640.00		
EFT39751	27/10/2023	L A ALFORD & B W WHITCROFT	5 X CARDIO GROUP FITNESS INSTRUCTING CLASSES FOR WOMENS HEALTH WEEK 04/09/23 TO 08/09/23	\$ 250.00		
EFT39752	27/10/2023	K & M GANE FAMILY TRUST T/A MARIE GANE NUTRITIONIST	5 X HEALTHY BREAKFAST & INGREDIENTS FOR WOMENS HEALTH WEEK, 04/09/23 TO 09/09/23	\$ 350.00		
EFT39753	27/10/2023	MARKETFORCE PTY LTD	PUBLIC NOTICE FOR DISPOSAL OF SHIRE PROPERTY	\$ 282.75		
EFT39754	27/10/2023	MCLEODS BARRISTERS AND SOLICITORS	ANNUAL AUDIT FOR SHIRE OF CARNARVON 2023	\$ 187.00		
EFT39755	27/10/2023	MESSAGES ON HOLD AUSTRALIA PTY LTD	PROVISION OF AUDIO PRODUCTIONS FOR AUGUST TO NOVEMBER 2023	\$ 324.99		
EFT39756	27/10/2023	MALGORZATA TAYLOR T/AS @G STOP	SEPTEMBER SCHOOL HOLIDAY PAINTING PROGRAM UP TO 16 HOURS	\$ 1,440.00		
EFT39757	27/10/2023	C COOPER & MCCOLL FAMILY PTY LTD LI MCCOLL T/AS MIDWEST TURF SUPPLIES	SUPPLY OF 1300M2 OF LAWN KIKUYU AND NPK FERTILISER AND DELIVERY FOR ROBINSON STREET UPGRADE	\$ 16,792.50		
EFT39758	27/10/2023	GARY MILLS	RETURN OF BOND PAID FOR CAT TRAP ICS2346308	\$ 60.00		
EFT39759	27/10/2023	THE TRUSTEE FOR KIMAL TRUST T/A MKB SKIP BINS	4/10/23 WEEKLY EMPTY OF 9CM2 BINS AT BLOWHOLES CAMPING GROUNDS, EXTRA 4.5M3 PICKUP	\$ 3,193.00		
EFT39760	27/10/2023	CARNARVON CAPITAL HOLDINGS PTY LTD T/A NORWESTA LIFESTYLE PARK	OPERATOR PAYMENT FOR THE PERIOD 31/08/23 TO 02/10/23	\$ 47.25		
EFT39761	27/10/2023	NORWEST PROJECT SOLUTIONS	CARNARVON CEMETERY COLUMBARIUM (NICHE WALL) PRELIMINARYS, MATERIALS, CONCRETE FOOTING AND EARTH WORKS, FREIGHT, BRICKS, LABOUR, SITE CLEAN	\$ 39,472.07		
EFT39762	27/10/2023	NUTRIEN AG SOLUTIONS LIMITED	SUPPLY OF BUSH FIRE BRIGADE WATER TANKS AND FITTING, COER WATER STORAGE TANK FLAT WALLED. FOR 14/07/23	\$ 37,192.39		
EFT39763	27/10/2023	OCTAGON LIFTS PTY LTD	COMPLETE MAINTENANCE AND SAFETY CHECKS ON LIBRARY LIFT ASSET ID171	\$ 3,469.40		
EFT39764	27/10/2023	OUTBACK OASIS CARAVAN PARK	OPERATOR PAYMENT FOR THE PERIOD 31/08/23 TO 02/10/23	\$ 267.73		
EFT39765	27/10/2023	PARKWOOD UPHOLSTERY	RECOVERED TRACTOR SEAT FOR MASSEY FERGUSON PTC2	\$ 160.00		
EFT39766	27/10/2023	FULTON HOGAN INDUSTRIES PTY LTD	SUPPLY 10 X 1 TONNE BAGS OF EZSTREET	\$ 7,040.00		

EFT39767	27/10/2023	PJA HOLDINGS (AUSTRALIA) PTY LTD	RSI X 2 AND RSA X 1, INCLUDES EXTRA ALLOWANCE FOR TRAVELLING AND ACCOMODATION IN CORAL BAY AND SURROUNDS	\$ 12,760.00		
EFT39768	27/10/2023	KIMMARC PTY LTD T/A PORTSIDE ENGINEERING AND CRANE SERVICES	SMALL PLANT TRENCH DIGGER 5204-2RS DOUBLE ROW BEARINGS	\$ 62.51		
EFT39769	27/10/2023	QUEERNARVON	COMMUNITY GROWTH FUND - ROUND 1 JULY 2023 FUNDING, AS PER COUNCIL MEETING ON 22/08/23 QUEERNARVON 2023	\$ 2,000.00		
EFT39770	27/10/2023	RAC TOURISM ASSETS PTY LTD T/A NINGALOO REEF RESORT	OPERATOR PAYMENT FOR THE PERIOD 31/08/23 TO 02/10/23	\$ 2,379.99		
EFT39771	27/10/2023	REPCO PTY LTD	9 X 3W LED WORKLAMP SQR FLOOD FOR P372	\$ 1,357.20		
EFT39772	27/10/2023	RIDJEDIJ FAMILY TRUST	WORKSHOP FOR 15 KIDS TO BUILD A WORM FARM FOR SCHOOL HOLIDAY PROGRAM	\$ 1,397.00		
EFT39773	27/10/2023	ROAD RUNNER MECHANICAL SERVICES	SUPPLY OF 4 X FRONT WHEEL CYLINDERS PTRU2, SUPPLY 2 X FRONT HUB SEALS PTRU2, FREIGHT INCLUDED	\$ 816.37		
EFT39774	27/10/2023	ROWE GROUP PTY LTD T/A AIRTOOLS WA	PHP15 FLATBOY PEERLESS COMPRESSOR 3.5HP, AIR AUTO REWIND HOSE REEL, INCLUDES FREIGHT	\$ 3,688.79		
EFT39775	27/10/2023	SANDHURST SECURITY SERVICES PTY LTD	PATROLS FOR THE PERIOD 01/09/23 TO 30/09/23 FOR SHIRE ADMIN CENTRE, CARNARVON AIRPORT, VISITORS CENTRE, AQUATIC CENTRE, SHIRE DEPOT, BROWNS RANGE WASTE FACILITY, ACTIVE ALARM RESPONSE	\$ 3,300.70		
EFT39776	27/10/2023	SHIRE OF CARNARVON MUNICIPAL FUND	ONLINE BOOKING COMMISSION PAYMENTS FROM 31/08/23 TO 02/10/23	\$ 1,236.60		
EFT39777	27/10/2023	SEA CONTRACTING PTY LTD	SUPPLY INSTALL ADDITIONAL CAMERA IN RECEPTION, ADDITIONAL CAMERAL LICENCE FOR THE CCTV SERVER	\$ 4,409.05		
EFT39778	27/10/2023	SHERYL RICHARDS	REFUND OF RESERVATION FEE FOR NICHE WALL THAT IS NO LONGER REQUIRED. NICHE WALL NO 53	\$ 52.53		
EFT39779	27/10/2023	SOUTHERN CROSS AUSTEREO PTY LTD	RADIO ADVERTISING FOR WEEKEND EVENTS IN SEPTEMBER 2023	\$ 231.00		
EFT39780	27/10/2023	ST MARY STAR OF THE SEA CATHOLIC SCHOOL	PRIMARY SCHOOL END OF YEAR BOOK AWARDS 2023	\$ 50.00		
EFT39781	27/10/2023	STUART MALCOLM PARKER	SUPPLY LABOUR, MACHINERY & ANY MATERIALS REQUIRED TO INSTALL LARGE STREET SIGN & STREET FURNITURE AT NWCH INFORMATION BAY	\$ 5,830.00		
EFT39782	27/10/2023	THE TRUSTEE FOR THE SWEETMAN NO 2 TRUST T/A SWEET AS CONCRETE	32MPA CONCRETE, RETARDER DELIVERED TO DEPOT	\$ 2,562.56		
EFT39783	27/10/2023	TELSTRA LIMITED	ACCOUNT NO: 2678247400 FINAL ACCOUNT FOR TELSTRA SERVICES VISITOR CENTRE	\$ 8,111.21		
EFT39784	27/10/2023	THEM EARTHMOVING PTY LTD	AGRN951 RFT 15/2022 SUPPLY OF EQUIPMENT AND LABOUR FOR FLOOD DAMAGE REPAIRS 18/09/23 TO 01/10/23. BUSH BAY ROAD, HILL SPRINGS RD, WOORAMEL RD	\$ 565,631.00		
EFT39785	27/10/2023	THE LULUS PTY LTD	CHILDRENS WEEK ENTERTAINMENT IN CONJUNCTION WITH 10YR LIBRARY AND ART GALLERY CELEBRATIONS, 28/10/23	\$ 5,500.00		
EFT39786	27/10/2023	TEAM GLOBAL EXPRESS PTY LTD	FREIGHT CHARGES 16/10/23 PARCELS TO PATHWEST	\$ 37.31		
EFT39787	27/10/2023	TOYWORLD CARNARVON	POOL INFLATABLES AND GAMES FOR SCHOOL HOLIDAY PROG ACTIVITIES	\$ 452.81		
EFT39788	27/10/2023	NEW IMAGE HOLDINGS PTY LTD T/A TRAC BUILDING SERVICES	REPAIRS TO WATERFRONT CAFÉ, SUPPLIED NEW PLYWOOD TO COVER CEILING HOLE AND NEW COLOURBOND SHEET FOR ROOF EXTENSION	\$ 385.00		
EFT39789	27/10/2023	WEST AUSTRALIAN NEWSPAPER LTD	ADVERTISING IN MIDWEST TIMES CLASSIFIED, PUBLIC NOTICE 02/08/23	\$ 230.56		
EFT39790	27/10/2023	WESTON, CHERYL	REIMBURSEMENT FOR LIGHT REFRESHMENTS SUPPLIES FOR YOUNG PEOPLES SERVICE EVENT ON 17/10/23 (THE MAKERS HUB)	\$ 74.99		
EFT39791	27/10/2023	WESTERLY CONTRACTORS	PRUNE TREES ON MARGARET ROW, MORGAN WAY, PINCOMBE ST, MCLEOD ST, CRAWFORD WAY, ALEXANDRA ST, DOUGLAS ST	\$ 5,432.90		
EFT39792	27/10/2023	WURTH AUSTRALIA PTY LTD	SUPPLY VARIOUS CLEANERS, CUTTING DISCS, TAPES, NUTS, BOLTS AND PINS	\$ 1,174.28		
EFT39793	27/10/2023	BRYDIE RACHAEL O'HALLORAN T/AS YOUNION YOGA	WOMENS HEALTH WEEK 5 X YOGA CLASSES FOR THE PERIOD 04/09/23 TO 08/09/23	\$ 250.00		
DD40394.4	14/10/2023	MAXXIA PTY LTD	SALARY DEDUCTION - MAXXIA TAX - PAYROLL PR177 FOR THE PERIOD 28/08/23 TO 10/09/23	\$ 1,070.16		
DD40432.5	28/10/2023	MAXXIA PTY LTD	PAYROLL DEDUCTION - MAXXIA TAX - PAYROLL PR180 FOR THE PERIOD 11/9/23 TO 24/9/23	\$ 1,070.16		
DD40468.1	02/10/2023	TOYOTA FLEET MANAGEMENT	MONTHLY LEASE FEE FOR THE MONTH OF SEPTEMBER 2023	\$ 1,875.04		
DD40470.1	02/10/2023	ANZ BANK LIMITED	ANZ MERCHANT FEES FOR THE MONTH OF OCTOBER 2023	\$ 3,826.84		
DD40470.2	02/10/2023	WESTNET PTY LTD	WESTNET CHARGES FOR THE MONTH OF OCTOBER 2023	\$ 23.95		
DD40473.1	09/10/2023	PIVOTEL SATELLITE PTY LTD	SATELLITE PHONE ACCOUNT FOR THE PERIOD 15.09.23 TO 14.10.23	\$ 75.00		
DD40473.2	04/10/2023	AUSTRALIAN TAXATION OFFICE (PAYG)	TAXATION - PAYROLL TAX ADHOC FOR THE PERIOD 25/09/23 TO 02/10/23	\$ 52.00		
DD40473.3	03/10/2023	BEAM CLEARING HOUSE	SUPERANNUATION - PAYROLL ADHOC PR181 FOR THE PERIOD 25/09/23 TO 02/10/23	\$ 40.52		
DD40473.4	04/10/2023	SHIRE OF CARNARVON MUNICIPAL FUND	STANDARD NET \$ PAYROLL ADHOC PR181 FOR THE PERIOD 25/09/23 TO 02/10/23	\$ 486.92		
DD40475.1	05/10/2023	ANZ BANK LIMITED	ANZ TRANSACTION FEES 01/09/23 TO 30/09/23	\$ 858.83		
DD40477.1	06/10/2023	IINET LIMITED	IINET ACCOUNT 119766191 FOR DEPUTY CEO PHONE ACCOUNT 21/09/23 TO 20/10/23	\$ 29.99		
DD40484.1	12/10/2023	IINET LIMITED	IINET ACCOUNT 1197615196 FOR IT COORDINATOR PHONE ACCOUNT 19/10/23 TO 18/11/23	\$ 29.99		

DD40484.2	12/10/2023	SHIRE OF CARNARVON MUNICIPAL FUND	STANDARD NET - PAYROLL PR182 FOR THE PERIOD 25/09/23 TO 08/10/23		\$ 222,697.57	
DD40484.3	12/10/2023	AUSTRALIAN TAXATION OFFICE (PAYG)	TAXATION - PAYROLL PR182 FOR THE PERIOD 25/09/23 TO 08/10/23		\$ 78,832.00	
DD40484.4	12/10/2023	ATO & CHILD SUPPORT AGENCY	SALARY DEDUCTION - CHILD SUPPORT - PAYROLL PR182 FOR THE PERIOD 25/09/23 TO 08/10/23		\$ 1,348.60	
DD40484.5	12/10/2023	AUSTRALIAN SERVICES UNION	SALARY DEDUCTION - UNION A.S.U - PAYROLL PR182 FOR THE PERIOD 25/09/23 TO 08/10/23		\$ 26.50	
DD40486.1	13/10/2023	ANZ BANK LIMITED	ACCOUNTS SERVICE FEES FOR THE MONTH OF OCTOBER 2023		\$ 88.00	
DD40488.1	18/10/2023	AUSTRALIAN TAXATION OFFICE (PAYG)	TAXATION - ADHOC PAYROLL PR183 FOR THE PERIOD 16/10/23 TO 16/10/23		\$ 52.00	
DD40488.2	18/10/2023	BEAM CLEARING HOUSE	SUPERANNUATION - ADHOC PAYROLL PR183 FOR THE PERIOD 16/10/23 TO 16/10/23		\$ 1.05	
DD40488.3	18/10/2023	SHIRE OF CARNARVON MUNICIPAL FUND	STANDARD NET - ADHOC PAYROLL PR183 FOR THE PERIOD 16/10/23 TO 16/10/23		\$ 131.65	
DD40506.1	09/10/2023	ANZ BANK LIMITED	CORPORATE CREDIT CARD RECONCILIATION FO THE PERIOD 23/08/23 TO 24/09/23		\$ 4,260.14	
DD40508.1	18/10/2023	IINET LIMITED	IINET ACCOUNT 1197615741 FOR MANAGER OF PLANNING & BUILDING PHONE ACCOUNT FOR THE 13/10/23 TO 12/11/23		\$ 29.99	
DD40510.1	23/10/2023	3E Advantage Pty Limited	RICOH RENTAL PAYMEN FOR THE MONTH OF OCTOBER 2023		\$ 410.30	
DD40512.1	26/10/2023	AUSTRALIAN TAXATION OFFICE (PAYG)	TAXATION - PAYROLL PR184 FOR THE PERIOD 09/10/23 TO 22/10/23		\$ 77,506.00	
DD40512.2	26/10/2023	ATO & CHILD SUPPORT AGENCY	SALARY DEDUCTION - CHILD SUPPORT - PAYROLL PR184 FOR THE PERIOD 09/10/23 TO 22/10/23		\$ 1,348.60	
DD40512.3	26/10/2023	AUSTRALIAN SERVICES UNION	SALARY DEDUCTION - UNION A.S.U - PAYROLL PR184 FOR THE PERIOD 09/10/23 TO 22/10/23		\$ 26.50	
DD40512.4	26/10/2023	MAXXIA PTY LTD	SALARY DEDUCTION - MAXXIA TAX - PAYROLL PR184 FOR THE PERIOD 09/10/23 TO 22/10/23		\$ 1,070.16	
DD40512.5	26/10/2023	SHIRE OF CARNARVON MUNICIPAL FUND	STANDARD NET - PAYROLL PR184 FOR THE PERIOD 09/10/23 TO 22/10/23		\$ 216,276.37	
DD40512.6	26/10/2023	BEAM CLEARING HOUSE	SUPERANNUATION - PAYROLL PR184 FOR THE PERIOD 09/10/23 TO 22/10/23		\$ 35,974.13	
DD40515.1	15/10/2023	SG FLEET AUSTRALIA PTY LTD	MONTHLY LEASE FEE FOR SHIRE VEHICLES - FOR THE MONTH OF SEPTEMBER 2023		\$ 27,941.54	
DD40519.1	30/10/2023	DE LAGE LANDEN PTY LIMITED	IT EQUIPMENT LEASE PAYMENT FOR THE MONTH OF OCTOBER 2023		\$ 6,786.45	
DD40519.2	30/10/2023	BEAM CLEARING HOUSE	SUPERANNUATION - ADHOC PAYROLL PR186 FOR THE PERIOD 09/10/23 TO 22/10/23		\$ 1,118.76	
DD40521.1	11/10/2023	BEAM CLEARING HOUSE	SUPERANNUATION - PAYROLL PR182 FOR THE PERIOD 25/09/23 TO 08/10/23		\$ 37,572.97	
DD40525.1	31/10/2023	SHIRE OF CARNARVON MUNICIPAL FUND	STANDARD NET - ADHOC PAYROLL PR186 FOR THE PERIOD 09/10/23 TO 22/10/23		\$ 8,427.09	
DD40525.2	31/10/2023	AUSTRALIAN TAXATION OFFICE (PAYG)	TAXATION - ADHOC PAYROLL PR186 FOR THE PERIOD 09/10/23 TO 22/10/23		\$ 5,464.00	
TOTAL					\$ 3,255,682.53	\$ 736,829.77 \$ -
TOTAL MUNI EFT					\$ 3,255,682.53	
TOTAL BANK DIRECTS					\$ 736,829.77	
CHEQUES					\$ -	
TOTAL					\$ 3,992,512.30	

RECEIVED
 07 NOV 2023
 BY: *KA*



ANZ CORPORATE CARD

STATEMENT PERIOD: 25/09/23 to 22/10/23
 ACCOUNT NUMBER: 4564-8002-9909-9005

Cards Enquiries: 1800 032 481 Lost/Stolen Cards: 1800 033 844

053/51



SHIRE OF CARNARVON
 SHIRE OF CARNARVON
 CHIEF EXECUTIVE OFFICER
 PO BOX 459
 CARNARVON WA 6701

STATEMENT OF ACCOUNT	
Opening Balance	\$4,260.14
Payment Due (Date)	06/11/2023
Closing Balance	\$4,915.63

Date	Description	Amount \$A
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IMPORTANT MESSAGES

YOUR AGREED PAYMENT WILL BE DEBITED FROM YOUR ACCOUNT 016610 00433409426 ON 06/11/23

09/10/2023	PAYMENT - THANK YOU	4,260.14CR
22/10/2023	PURCHASES	4,915.63

END OF STATEMENT

General Information

Please keep cards secure and PINs confidential at all times.

Please check this Statement of Account and ensure all Cardholders check their Cardholder Activity Reports carefully. Immediately advise us of any unauthorised use of any cards linked to this Billing Account (or Card PIN where applicable), any disputed transactions, or any other error by calling the ANZ Commercial Cards Customer Service Centre on the number above.

YOUR PAYMENT OPTIONS



ANZ Internet Banking
 www.anz.com Payments made after 10pm (EST) will be processed the next business day.



By Mail
 Tear off this slip and mail to GPO BOX 607, Melbourne, VIC 3001



BPAY Payments - Biller Code 6007
 BPAY payments from ANZ accounts made after 6pm (EST) will be processed the next business day. Check with your institution for cut-off times. Your bill reference number is your ANZ account number.



CardPay Direct
 To ask about setting up a convenient direct debit payment please call 13 22 73.



ANZ Phone Banking
 13 22 73 Payments made after 10pm (EST) will be processed the next business day.



Direct Credit via EFT
 Payments to your Account can be made via Electronic Funds Transfer (EFT) from your nominated account.

Account Number	4564-8002-9909-9005
Account Name	SHIRE OF CARNARVON
Amount Paid	
Due Date	06/11/2023

1 661 800 3888 8888 6 6

1010201 EFT-IMPORT-ANZ
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THE BANK OF NEW ZEALAND LIMITED



Cardholder Summary Report

STATEMENT PERIOD: 25/09/2023 to 22/10/2023
 Cards Enquiries: 1800 032 481 Lost/Stolen Cards: 1800 033 844

SHIRE OF CARNARVON
 SHIRE OF CARNARVON
 Billing Account Credit Limit: 13,000
 Nominated Financial Year End: 06/24

Cardholder Details	Credit Limit	Transaction Limit	Total Purchases		Total Cash Advances		Other CR/DR & Payments	Total Month Expenditure	YTD Expenditure
			\$A	No.	\$A	No.			
DAVID NIELSEN 000XXXXXXXXXX493418	3,000		0.00	0	0.00	0	0.00	0.00	0.00
ANDREA SELVEY 000XXXXXXXXXX867909	5,000	2,000	0.00	0	0.00	0	0.00	0.00	2,027.00
KIERAN COOMEY 000XXXXXXXXXX016910	2,000	1,500	0.00	0	0.00	0	0.00	0.00	921.63
DANNIELLE HILL 000XXXXXXXXXX197900	3,000		2,334.63	10	0.00	0	0.00	2,334.63	7,470.91
STEPHANIE LECA 000XXXXXXXXXX413075	2,000		1,642.55	9	0.00	0	0.00	1,642.55	5,002.67
ALAN JOHN THORNTON 000XXXXXXXXXX443585	5,000	5,000	938.45	3	0.00	0	0.00	938.45	4,180.40
SUB-TOTAL (\$A)								4,915.63	19,602.61
Account Fee Summary		Number							
Annual Card Fee		0 cards							
Rewards Fee		0 cards							
Cash Advance (over-the-counter)		0 withdrawals							
Cash Advance (ATM)		0 withdrawals							
Cash Advance (Other)		0 withdrawals							
All other fees and charges									
			4,915.63		0.00		0.00	4,915.63	19,602.61



Cardholder Activity Report

STATEMENT PERIOD: 25/09/2023 to 22/10/2023
 Cards Enquiries: **1800 032 481** Lost/Stolen Cards: **1800 033 844**

STEPHANIE LECA
 SHIRE OF CARNARVON
 3 FRANCIS ST
 CARNARVON WA 6701

Credit Limit 2,000
 Transaction Limit
 Cash Advance Limit (ATM)
 Cash Advance Limit (over-the-counter)

Card Number 000XXXXXXXXXX413075

Date	Transaction Details	Purchases	Cash Advances	Cardholder Payments & Adjustments	Estimated GST*	Remarks		
						Actual GST Amount	GST Code	FBT
26/09/2023	FACEBK 8U4R7U7LX2 fb.me/ads	543.50			49.40			
26/09/2023	INCL OVERSEAS TXN FEE 15.83 AUD							
30/09/2023	FACEBK 2FBQNTPKX2 fb.me/ads	41.24			3.74			
30/09/2023	INCL OVERSEAS TXN FEE 1.20 AUD							
01/10/2023	RED DOT STORES HIGH WYCOMBE	64.98			5.90			
02/10/2023	SP MYFONTS INC HTTPWWW.MYFO	71.02			6.45			
02/10/2023	INCL OVERSEAS TXN FEE 2.07 AUD							
04/10/2023	CARNARVON FRESH IGA EAST CARNARVO	67.66			6.15			
06/10/2023	AMAZON MARKETPLACE AU SYDNEY SOUTH	318.59			28.96			
11/10/2023	Vistaprint Australia PTY Derrimut	119.99			10.90			
12/10/2023	KMART MULGRAVE	293.00			26.63			
18/10/2023	EVENTBRITE.COM ORG FEE HTTPWWW.EVEN	122.57			11.14			
18/10/2023	INCL OVERSEAS TXN FEE 3.57 AUD							
TOTAL (\$A)		1,642.55	0.00	0.00	149.27			

Opening Expenditure Nominated Financial YTD	3,360.12	Certified by (Cardholder Name)	Date
Total for this month	1,642.55	Authorised by	Date
Total Expenditure Nominated Financial YTD	5,002.67		

*This calculation is an estimate amount only and is not to be relied upon as an accurate GST calculation.

DANNIELLE HILL
SHIRE OF CARNARVON
PO BOX 459
CARNARVON WA 6701

Credit Limit 3,000
Transaction Limit
Cash Advance Limit (ATM)
Cash Advance Limit (over-the-counter)

STATEMENT PERIOD: 25/09/2023 to 22/10/2023



Cardholder Activity Report

STATEMENT PERIOD: 25/09/2023 to 22/10/2023
Cards Enquiries: 1800 032 481 Lost/Stolen Cards: 1800 033 844

Card Number 000XXXXXXXXXX197900

Date	Transaction Details	Purchases	Cash Advances	Cardholder Payments & Adjustments	Estimated GST*	Remarks		
						Actual GST Amount	GST Code	FBT
21/09/2023	WOOLWORTHS/CARNARVON BVD CARNARVON	154.50			14.04			
21/09/2023	GASCOYNE OFFICE EQUIPM CARNARVON	153.80			13.98			
22/09/2023	Aloft Perth FDI Rivervale	140.58			12.78			
26/09/2023	WOOLWORTHS/CARNARVON BVD CARNARVON	82.81			7.52			
26/09/2023	BWS LIQUOR/CARNARVON BVD CARNARVON	135.00			12.27			
03/10/2023	SMARTSHEET INC. SMARTSHEET.CO	407.88			37.08			
03/10/2023	INCL OVERSEAS TXN FEE 11.88 AUD							
05/10/2023	BAYVIEW CRL BAY PL COTTESLOE	444.40			40.40			
12/10/2023	MULPHA SIGNAL GROUP PT UPPER COOMERA	131.05			11.91			
12/10/2023	SEEK AU 61834482 MELBOURNE	368.50			33.50			
12/10/2023	DROPBOX*XHQ138NYC8QP D02FD79	316.11			28.73			
12/10/2023	INCL OVERSEAS TXN FEE 9.21 AUD							
TOTAL (\$A)		2,334.63	0.00	0.00	212.21			

Opening Expenditure Nominated Financial YTD	5,136.28	Certified by (Cardholder Name)	Date
Total for this month	2,334.63	Authorised by	Date
Total Expenditure Nominated Financial YTD	7,470.91		

*This calculation is an estimate amount only and is not to be relied upon as an accurate GST calculation.



Cardholder Activity Report

STATEMENT PERIOD: 25/09/2023 to 22/10/2023
 Cards Enquiries: **1800 032 481** Lost/Stolen Cards: **1800 033 844**

ALAN JOHN THORNTON
 SHIRE OF CARNARVON
 3 FRANCIS ST
 CARNARVON WA 6701

Credit Limit 5,000
 Transaction Limit 5,000
 Cash Advance Limit (ATM)
 Cash Advance Limit (over-the-counter)

Card Number 000XXXXXXXXXX443585

Date	Transaction Details	Purchases	Cash Advances	Cardholder Payments & Adjustments	Estimated GST*	Remarks		
						Actual GST Amount	GST Code	FBT
10/10/2023	WOOLWORTHS/CARNARVON BVD CARNARVON	57.60			5.23			
13/10/2023	WOOLWORTHS/CARNARVON BVD CARNARVON	66.02			6.00			
16/10/2023	REX AIRLINES MASCOT	814.83			74.07			
TOTAL (\$A)		938.45	0.00	0.00	85.30			

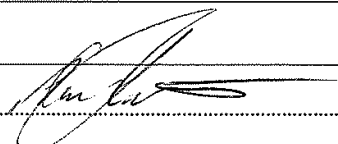

Opening Expenditure Nominated Financial YTD	3,241.95	Certified by (Cardholder Name)	Date
Total for this month	938.45	Authorised by	Date
Total Expenditure Nominated Financial YTD	4,180.40		

*This calculation is an estimate amount only and is not to be relied upon as an accurate GST calculation



CORPORATE CREDIT CARD RECONCILIATION

TRANS DATE	CREDITOR	DESCRIPTION	COA/JOB	CC	ET	AMOUNT (\$)
10/10/23	WOOLWORTHS	PROVISIONS FOR STAFF HOUSING.	154520			\$57.60
13/10/23	WOOLWORTHS	MORNING TEA FOR SFO REPORTING.	103920			\$66.02
16/10/23	REGIONAL EXPRESS AIRLINES	RETURN AIRFARES FOR MEDIA OFFICERS TO ATTEND	111920			\$814.83
					TOTAL	938.45

Signed: (Cardholder)  Date: (insert date) 9/11/23 Verified: (Finance Officer) 

Please attach all invoices to this template, noting the following:

1. Must be a valid tax invoice (please contact Creditors if you have any queries regarding this)
2. A job number, cost centre and element type must be allocated for each invoice
3. Please state what each invoice is for i.e. flights to Melbourne for Water Conference, lunch for supervisors
4. If item is food/beverage/entertainment related please record who was in attendance i.e. 2 staff members, 4 elected members, 2 others

** If no tax invoice is supplied a Statutory Declaration of expenditure must be provided for consideration to the Chief Executive Officer to certify that all the purchases are of a business nature.

Corporate Finance Template – Form Number F056



CORPORATE CREDIT CARD RECONCILIATION

STATEMENT PERIOD: FROM 25.09.23 TO 22.10.23 NAME CREDIT CARD HOLDER: DANNIELLE HILL						
TRANS DATE	CREDITOR	DESCRIPTION	COA/JOB	CC	ET	AMOUNT (\$)
21.09.23	WOOLWORTHS	CATERING – MEET THE CANDIDATES FUNCTION	101420			154.50
21.09.23	GASCOYNE OFFICE EQUIPMENT	TRIPODS FOR MEDIA EQUIPMENT	105320			153.80
22.09.23	ALOFT PERTH	VISA CARD CHARGE – ACCOMMODATION - SELVEY	101020			140.58
26.09.23	WOOLWORTHS	CATERING FOR OUTGOING COUNCILLOR FUNCTION	101420			82.81
26.09.23	BWS LIQUOR	REFRESHMENTS FOR OUTGOING COUNCILLOR FUNCTION	101420			135.00
03.10.23	SMARTSHEET	SOFTWARE FOR FIRE PERMITS – YEARLY SUBSCRIPTION	105320			407.88
05.10.23	BAYVIEW	ACCOMODATION - MURPHY	111920			444.40
12.10.23	MULPHA SIGNAL GROUP	STAFF BADGES	102520.44			131.05
12.10.23	SEEK	ADVERTISING – LEADING HAND POSITION	15420			368.50
12.10.23	DROPBOX	ANNUAL SUBSCRIPTION	105320			316.11
						\$2,334.63

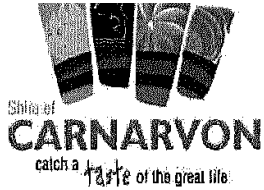
Name (cardholder) Dannielle
 Date: (insert date) 3 11 23

Signed: (cardholder) [Signature]
 Finance Officer (Verified) [Signature]

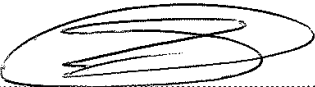


CORPORATE CREDIT CARD RECONCILIATION

TRANS DATE	CREDITOR	DESCRIPTION	COA/IOB	CC	ET	AMOUNT (\$)
26.09.2023	Facebook Ads	Payment for digital ads on Facebook to promote Shire of Carnarvon events	1951	367	510	\$543.50
30.09.2023	Facebook Ads	Payment of digital ads on Facebook to promote Shire of Carnarvon events	1951	367	510	\$41.24
01.10.2023	Red dot	Purchase of Halloween Decorations for the Halloween Disco	169720.04			\$64.98
2.10.2023	My Fonts	Purchase of the Shire of Carnarvon's branding fonts for future marketing material	101920.04			\$71.02
4.10.2023	Carnarvon IGA - misplace receipt	<i>Purchase of food for nightfield's after school program.</i>	3570	409	510	\$67.66
6.10.2023	Amazon	Purchase of Halloween Decorations for Halloween Disco	169720.04			\$318.59
11.10.2023	Vistaprint	Purchase of 1000 stickers for the Children's Week Festival - to be reimbursed by the Gascoyne Early Years Network.	3570	409	510	\$119.99
12.10.2023	Kmart	Purchase of kits for the Girls Group programming - After school youth programming.	169720.04			\$293.00
18.10.2023	Eventbrite	Monthly subscription to promote and sell tickets for Shire of Carnarvon events.	101920.04			\$122.57
					TOTAL	\$1642.55



CORPORATE CREDIT CARD RECONCILIATION

Signed: (cardholder) 

Date: (insert date) 7.11.2023

Please attach all invoices to this template, noting the following:

1. Must be a valid tax invoice (please contact Creditors if you have any queries regarding this)
2. A job number, cost centre and element type must be allocated for each invoice
3. Please state what each invoice is for i.e. flights to Melbourne for Water Conference, lunch for supervisors
4. If item is food/beverage/entertainment related please record who was in attendance i.e. 2 staff members, 4 elected members, 2 others

** If no tax invoice is supplied a Statutory Declaration of expenditure must be provided for consideration to the Chief Executive Officer to certify that all the purchases are of a business nature.

Signed (Finance Officer)

9/11/23

S. Stinson

SHIRE OF CARNARVON									
Budget Adjustments for Council Approval - October 2023									
Funds allocated to							Comments		
Item #	Account/Job	Description	Classification	Opening Budget	Amended Budget	Impact on Budget	Running total Impact on Budget Surplus/(Deficit)	Reason	Authorising Officer
07/24	4123	AIRPORT LEASE PAYMENTS MUN	OPREV	995,000	1,005,600	10,600	10,600	Old terminal building renewal works. Replace flooring and complete external painting. Partially offset by new lease at higher rental. Annual rental to increase by \$11,305 p.a. ex GST	D Neilsen
07/24	Job 0419	Old Terminal Building	CAPEX	0	(25,000)	(25,000)	(14,400)	Old terminal building renewal works. Replace flooring and complete external painting. Partially offset by new lease at higher rental. Annual rental to increase by \$11,305 p.a. ex GST	D Neilsen
08/24	Job 9010	Temporary Budget Job No - Roads to Recovery	CAPEX	(152,815)	0	152,815	138,415	Allocate R2R Budget funds of \$152,815 to Main Street Construction Project as per Council Resolution OCM 10/10/23	D Neilsen
08/24	Job 3622	MAIN STREET RETICULATION	CAPEX	(118,000)	(103,000)	15,000	153,415	Allocate Main Street Reticulation budget funds of \$15,000 to Main Street Construction Project as per Council Resolution OCM 10/10/23	D Neilsen
08/24	Job R2R241	Main Street - Roads to Recovery	CAPEX	(961,650)	(1,129,465)	(167,815)	(14,400)	Allocate R2R Budget funds of \$152,815 and Main Street Reticulation to Main Street Construction Project as per Council Resolution OCM 10/10/23	D Neilsen
09/24	4253	Other Grants & Contributions MUN	OPREV	1,000	6,000	5,000	(9,400)	Gascoyne Dark Sky - Receipt of grant funding	H Murphy
09/24	Job 1951	Area Promotions	OPEX	(60,426)	(65,426)	(5,000)	(14,400)	Allocation of funding from Gascoyne Dark Sky Grant to expenditure account	H Murphy
10/24	4253	Other Grants & Contributions MUN	OPREV	6,000	46,140	40,140	25,740	Carnarvon Trail Project Business Case - Receipt of Grant Funding	H Murphy
10/24	Job 4312	Carnarvon Heritage Trail	OPEX	(25,000)	(65,140)	(40,140)	(14,400)	Allocation of funding from Carnarvon Trail Project Business Case to expenditure account	H Murphy

LEGEND

Key to Classification

- Revenue from Operating Activities
- Expenditure from Operating Activities
- Revenue from Investing Activities
- Non- Operating Expenditure
- Transfer from reserves (Revenue)
- Transfer to reserves (Expenditure)
- Other Financing Revenue
- Other Financing Expenditure

OPREV

OPEX

CAPEX

CAPEX

TFRR

TTRE

OFR

OFE

Impact on Budget

(\$100) = reduced income or increased expenditure

\$100 = Increased revenue or increased expenditure





Shire of Carnarvon

Local Planning Scheme No. 13

Amendment No. 7

Summary of Amendment Details

Modifying Special Use Zone (Special Use 1) to accommodate the **'Hotel'** land use, correcting the land description reference of the Wooramel roadhouse in Schedule 4, inserting new conditions and renumber accordingly, and rezoning Lot 1, North West Coastal Highway from Rural Zone to Special Use Zone (Special Use 1) and rezoning Lot 12 North West Coastal Highway from Special Use Zone (Special Use 1) to Rural Zone and updating the scheme maps accordingly.

Planning and Development Act 2005**RESOLUTION TO PREPARE AMENDMENT
TO LOCAL PLANNING SCHEME****Shire of Carnarvon
Amendment Number 7**

Resolved that the Local Government pursuant to section 75 of the *Planning and Development Act 2005*, amend the above Local Planning Scheme by:

Modifying Special Use Zone (Special Use 1) to accommodate the 'Hotel' land use, correcting the land description reference of the Wooramel roadhouse in Schedule 4, inserting new conditions and renumber accordingly, and rezoning Lot 1, North West Coastal Highway from Rural Zone to Special Use Zone (Special Use 1) and rezoning Lot 12 North West Coastal Highway from Special Use Zone (Special Use 1) to Rural Zone and updating the scheme maps accordingly.

The amendment is standard under the provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015* for the following reason(s):

- (i) The amendment will have minimal impact on land within the scheme area, being confined to only 2 sites within the scheme area.
- (ii) The amendment will not result in any significant environmental, social, economic or governance impacts on land in the scheme area.
- (iii) The amendment is consistent with the Shire's Local Planning Strategy in that:
 - a. The Strategy identifies a lack of hotel land uses, with less than 30% of accommodation options being hotels; and
 - b. The Strategy identifies the need to support the development and growth of local businesses and brands through appropriately zoned land.

Dated this _____ day of _____ 20__

(Chief Executive Officer)

1.0 INTRODUCTION

On 3 November 2020 the Shire of Carnarvon Local Planning Scheme No. 13 (LPS 13) was published in the Government Gazette and came into operation. LPS 13 incorporates the Scheme text and Scheme maps. It controls and guides development and growth within the Shire of Carnarvon.

The proposed amendment has come about following a request from the operator of the Minilya Bridge Roadhouse to obtain a Hotel Licence under the Liquor Control Act 1988. The intent of this is to be able to sell liquor to lodgers and sell take away liquor.

Lodgers are already able to stay at the Roadhouses, as short-term accommodation forms part of the Roadhouse definition – however they cannot purchase alcohol unless the premises is licensed as a hotel.

Under LPS 13 the subject land is zoned Special Use Zone 1 which only allows for a Roadhouse land use; Hotel is not a permitted use.

It is intended that the ability to serve liquor will only apply to roadhouses outside of the Carnarvon Townsite (namely the Minilya Bridge and Wooramel Roadhouses).

2.0 BACKGROUND

The intent and scope of the proposed changes are as follows:

- Modifying Schedule 4 by inserting the 'Hotel' use, correction of the property description in relation to the Wooramel roadhouse, inserting new conditions specific to the 'Hotel' use for the two road houses and renumber the conditions accordingly.

The ability of roadhouses to sell liquor is not unlike other roadhouses in the region, with the Planning Schemes of the Shires of Shark Bay, Ashburton and the City of Karratha allowing for service stations/roadhouse sites to sell liquor in some capacity.

Adding 'Hotel' to the list of special uses in Schedule 4 will not automatically allow roadhouses to sell liquor. They will first need to apply to the Shire for development approval (planning application) to support the additional Hotel use. A liquor license will then need to be obtained from Racing, Gaming and Liquor (Under the Department of Local Government, Sport, and Cultural Industries).

This amendment allows for the operators to begin that process if they wish.

3.0 LOCAL PLANNING CONTEXT

3.1 Planning and Development Act 2005 and Planning and Development (Local Planning Schemes) Regulations 2015

The Planning and Development Act 2005 ('P&D Act'), and the Regulations set the procedure to amend a local planning scheme.

3.2 Shire of Carnarvon Local Planning Strategy

The Shire's Local Planning Strategy identifies a lack of accommodation options that fall within the definition of 'Hotel', noting that less than 30% of accommodation stock can comfortably fit within the category.

Allowing for diverse land uses is recognised as a potential opportunity in the strategy, with the document noting *'It is important that a business environment is fostered that encourages and facilitates investment and local employment opportunities. A diverse/broad economic base should be viewed as a strength'*.

3.3 Shire of Carnarvon Local Planning Scheme No. 13

The Shire of Carnarvon Local Planning Scheme No. 13 (LPS 13) was gazetted on 3 November 2020.

The affected sites fall within Special Use 1 (as prescribed in Schedule 4) which stipulates the following:

No.	Description of Land	Special Use	Conditions
1	(a) Lot 12 North West Coastal Highway, Wooramel (Wooramel Roadhouse) (b) Lot 50 (No 13000) North West Coastal Highway, Minilya (Minilya Bridge Roadhouse) (c) Lot 1 (No 1122) and Lot 2 (No 1134) North West Coastal Highway, Brown Range (BP OPT) (d) Lot 8 (No 1014) North West Coastal Highway, Brown Range (Shell)	Roadhouse	1. All facilities and services that form part of the definition for 'Roadhouse' are considered to be discretionary uses by the Scheme. All other uses are not permitted by this Scheme. 2. The local government may require the preparation of a local development plan (LDP) to co-ordinate development of the land. The LDP shall respond to and be consistent with the policy objectives and general and roadhouse specific policy measures identified in Development Control Policy 1.10 Freeway service centres and roadhouses, including signage. 3. Where development standards are not prescribed in a LDP prepared and approved under Part 6 of the deemed provisions, the general development standards of the Scheme shall apply. 4. The local government may require the applicant to advertise an application for development

	<p>(e) Lot 1 (No 595 Robinson Street, Kingsford (Caltex Star Mart))</p>		<p>approval in accordance with Clause 64 of the deemed provisions.</p> <p>5. When considering a development application, the local government shall have due regard to the policy objectives and the general and roadhouse specific policy measures identified in Development Control Policy 1.10 Freeway service centres and roadhouses, including signage.</p>
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Roadhouse is defined under the Scheme as:

Roadhouse means premises that has direct access to a State Road other than a freeway and which provides all or some of the following services or facilities but does not provide bulk fuel services —

- (a) service station facilities;
- (b) emergency breakdown and a full range of automotive repair services;
- (c) charging points for electric vehicles;
- (d) facilities for cyclists;
- (e) restaurant or café, excluding the sale or consumption of alcohol under the Liquor Control Act 1988;
- (f) take-away food retailing, without a drive-through facility;
- (g) public ablution facilities, including provision for truckers, disabled access and infant changing rooms;
- (h) parking for passenger and freight vehicles;
- (i) outdoor rest stop facilities such as picnic tables and shade areas;
- (j) dump points for the disposal of black and/or grey water from recreational vehicles;
- (k) wrecking, panel beating and spray-painting services;
- (l) transport depot facilities;
- (m) short-term accommodation for guests; and
- (n) facilities for being a muster point in response to accidents, natural disasters, and other emergencies;

The above definition excludes the service or consumption of alcohol under the Liquor Control Act and does not provide operators to obtain Hotel License under that Act. Hotel is defined by the scheme as:

‘Hotel’ means premises the subject of a hotel licence other than a small bar or tavern licence granted under the Liquor Control Act 1988 including any betting agency on the premises.

3.4 WAPC Development Control Policy 1.10 – Freeway Service Centres and Roadhouses

The WAPC’s Development Control Policy 1.10 provides guidance and standards for the development of roadhouses within the State.

Importantly, the policy differentiates between *Freeway Service Centres* (FSC) and *Roadhouses*. The policy specifies that FSCs are excluded from the sale or consumption of alcohol. No such

restriction is placed on the standards for Roadhouses, meaning that the policy allows for operators to obtain licensing.

The policy makes no other mention to liquor licensing. As such, this proposal is not counter to the state planning framework as it pertains to roadhouse standards.

4.0 PROPOSAL

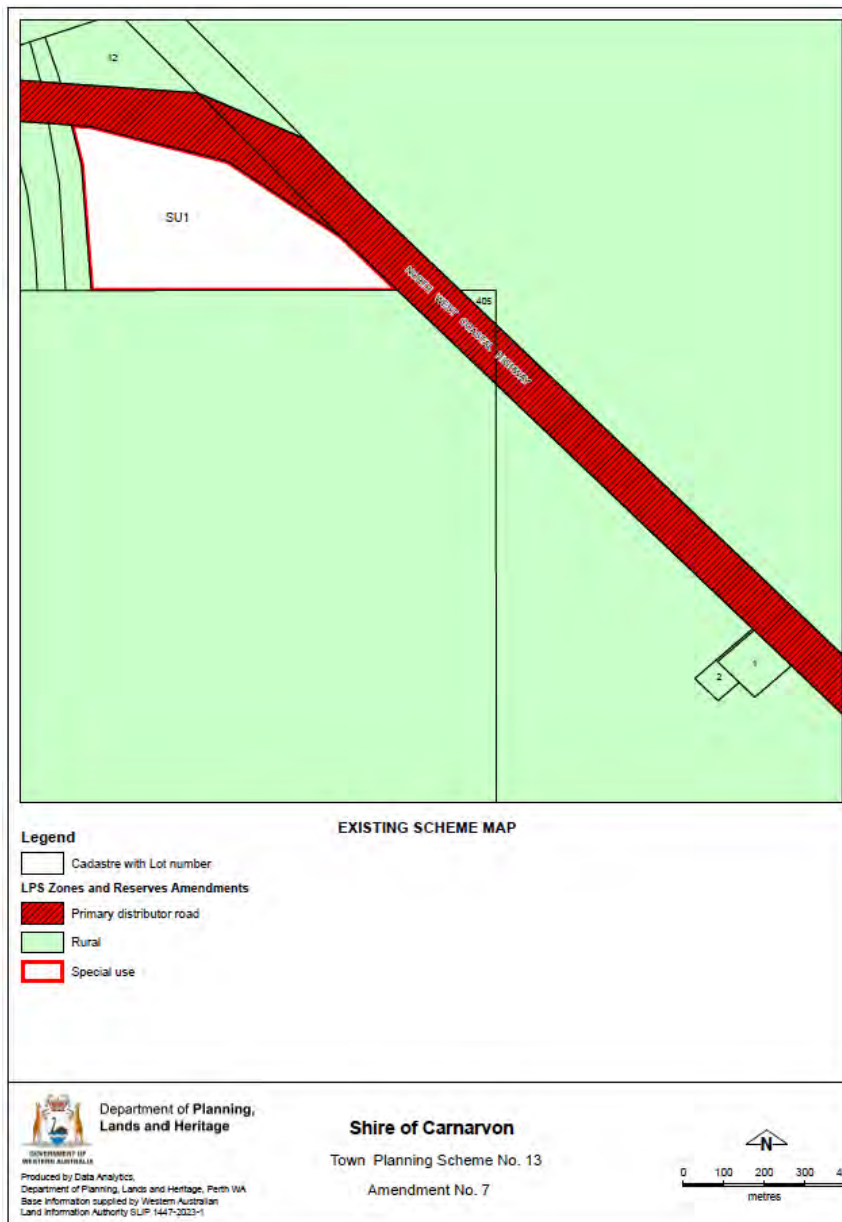
It is proposed that Schedule 4 of the Scheme be amended to read:

No.	Description of Land	Special Use	Conditions
1	(a) Lot 1 North West Coastal Highway, Wooramel (Wooramel Roadhouse) (b) Lot 50 (No 13000) North West Coastal Highway, Minilya (Minilya Bridge Roadhouse) (c) Lot 1 (No 1122) and Lot 2 (No 1134) North West Coastal Highway, Brown Range (BP OPT) (d) Lot 8 (No 1014) North West Coastal Highway, Brown Range (Shell) (e) Lot 1 (No 595) Robinson Street, Kingsford (Caltex Star Mart)	Roadhouse Hotel	1. All facilities and services that form part of the definition for 'Roadhouse' are considered to be discretionary uses by the Scheme. All other uses are not permitted by this Scheme. 2. The local government may require the preparation of a local development plan (LDP) to co-ordinate development of the land. The LDP shall respond to and be consistent with the policy objectives and general and roadhouse specific policy measures identified in Development Control Policy 1.10 Freeway service centres and roadhouses, including signage. 3. Where development standards are not prescribed in a LDP prepared and approved under Part 6 of the deemed provisions, the general development standards of the Scheme shall apply. 4. The local government may require the applicant to advertise an application for development approval in accordance with Clause 64 of the deemed provisions. 5. When considering a development application, the local government shall have due regard to the policy objectives and the general and roadhouse specific policy measures identified in Development Control Policy 1.10 Freeway service centres and roadhouses, including signage. 6. 'Hotel' use only applies to Lots 1 and 50 North West Coastal Highway (Roadhouses) 7. 'Hotel' is considered to be an 'A' use pursuant to Part 3 of the Scheme. 8. The local government may require the preparation of a local development plan (LDP) to co-ordinate development of the land. The LDP shall respond to and be consistent with the policy objectives and general and roadhouse specific policy measures identified in Development Control

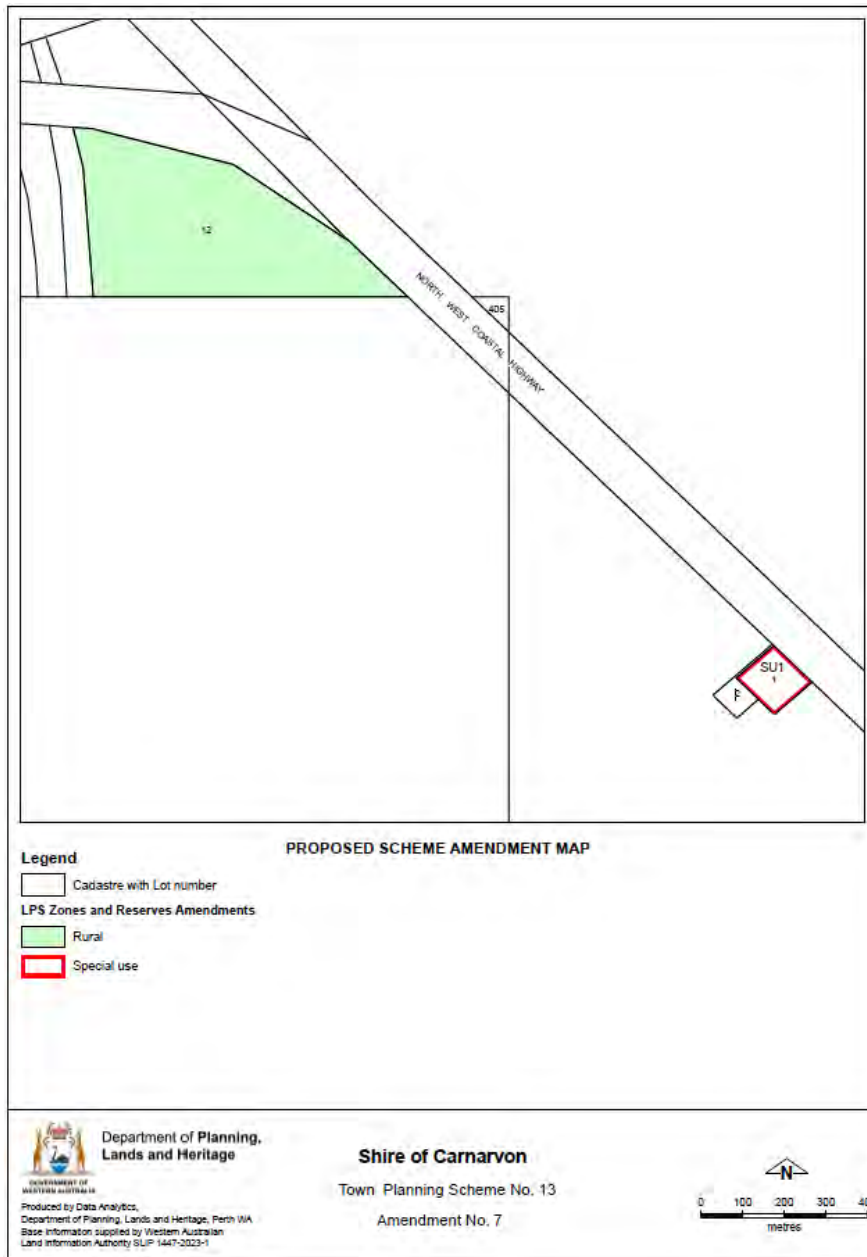
		Policy 1.10 Freeway service centres and roadhouses, including signage.
--	--	--

With the description of land relating to special use 1(a) corrected and new special use zone conditions inserted and renumbered accordingly.

It is further proposed to amend the scheme maps in the following way:



Existing Scheme Map



Proposed Scheme Map

5.0 Planning Justification

As it stands, the roadhouses are currently permitted to allow for lodgers or provide short term accommodation to guests - this is a listed use under the roadhouse definition. As such, the additional 'Hotel' land use will not result in these sites being able to accommodate travellers where they could not previously.

The 'Hotel' land use is listed as an 'A' use in all zones where it is permitted, meaning that the use is not permitted unless the Shire has used its discretion to grant development approval and the

application was advertised in accordance with clause 64 of the Planning and Development (Local Planning Scheme) Regulations 2015. In order to maintain consistency within the Scheme, it is proposed that the 'Hotel' land use remain as an 'A' use in Special Use Zone 1 (hence the insertion of condition 2).

The intent of the amendment is to allow for the roadhouses along North West Coastal Highway (namely Wooramel and Minilya Bridge) to serve liquor to lodgers and take away packaged liquor. The intent is not to have this service within the townsite – given the roadhouses in the townsite are all within proximity to existing liquor stores.

The ability to provide liquor will enable the roadhouses to further diversify their businesses and provide additional convenience to travellers.

The existing Special Use Zone 1 has been modified to allow the permissibility of the 'Hotel' land use for roadhouses outside of the Carnarvon Townsite only, as well as correcting the land description detail of the Wooramel roadhouse as it refers to a different parcel of land. Scheme Map No. 5 is also being amended to rectify the mapping error relating to the incorrect land description of the Wooramel roadhouse.

This proposal to allow for liquor service is not unlike other local governments in the region.

SHIRE OF SHARK BAY

The Overlander and Billabong roadhouses fall within their own special use zones under the Shire of Shark Bay's Local Planning Scheme 4 which list Restaurant/Café as possible uses. This land use definition allows for the service of liquor.

SHIRE OF ASHBURTON

The Shire's Local Planning Scheme 7 treats roadhouses as *Motor Vehicle Service Stations*. The definition allows for restaurants and cafes which specifically allow for the service of liquor under the scheme. The Nanutarra and Auski roadhouses are currently licenced to serve liquor to visitors.

SHIRE OF EAST PILBARRA

The Shire's Local Planning Scheme 7 allows for restaurant uses within Roadhouse sites. The restaurant definition stipulates that premises approved as restaurant may be licensed to serve liquor. The Pardoo Roadhouse is currently licensed and is able to serve liquor to visitors.

6.0 CONCLUSION

In allowing the roadhouses to obtain approval as a hotel, the Scheme will support further economic potential for the operators and allow them to diversify their business models. The proposed amendment does not automatically allow for the roadhouses to serve liquor; rather, it provides for them to seek development approval and subsequent liquor licenses. This is currently not a possibility under the current scheme.

Currently, the definition of roadhouse permits operators to offer short term accommodation on-site. Adding hotel to the list of permitted uses will not modify current lodging arrangements. Modification to the Scheme Map No. 5 is also being proposed through this amendment, as well as correcting land description detail and administrative changes.

COUNCIL ADOPTION

This Standard Amendment was adopted by resolution of the Council of the Shire of Carnarvon at the Ordinary Meeting of the Council held on the 28th day of November 2023.

.....
MAYOR/SHIRE PRESIDENT

.....
CHIEF EXECUTIVE OFFICER

COUNCIL RESOLUTION TO ADVERTISE

by resolution of the Council of the Shire of Carnarvon at the Ordinary Meeting of the Council held on the 28th day of November 2023, proceed to advertise this Amendment.

.....
MAYOR/SHIRE PRESIDENT

.....
CHIEF EXECUTIVE OFFICER

COUNCIL RECOMMENDATION

This Amendment is recommended [for support/ not to be supported] by resolution of the [LOCAL GOVERNMENT] at the [NAME] Meeting of the Council held on the [number] day of [month], 20[year] and the Common Seal of the [LOCAL GOVERNMENT] was hereunto affixed by the authority of a resolution of the Council in the presence of:

.....
MAYOR/SHIRE PRESIDENT

.....
CHIEF EXECUTIVE OFFICER

WAPC ENDORSEMENT (r.63)

.....

**DELEGATED UNDER S.16 OF
THE P&D ACT 2005**

DATE.....

APPROVAL GRANTED

.....

MINISTER FOR PLANNING

DATE.....

FRIENDS of CITIZENS UNDER STRESS

P.O. Box 999, Carnarvon, W.A. 6701

Telephone No.:

CSR

CEO,
Shire of Carnarvon,
P.O. Box 459,
CARNARVON, WA. 6701

21st September 2023

Dear Andrea,

ANNUAL FEE FOR REMOVAL OF RUBBISH FROM FOCUS Op-SHOP

We are once again writing to Council to plead our case for a reduction in waste removal fees.

Focus is charged for 3 rubbish bins at \$504 each. We find this so unfair as Focus is disposing of and paying for the removal of the community's rubbish. Ideally Focus should only receive good quality recyclable clothing suitable for sale in the Op-Shop. This, however, is not the case, as probably half of what is received is rubbish that people find easier to dump at Focus rather than take it to the tip or make other arrangements to dispose of it.

The Shire provides street bins for the free disposal of public rubbish to keep the town tidy as a community service but Focus is stuck with a large annual fee for providing a similar community service. We believe it would be fair to pay for one bin that would be reasonable for the operation of our charitable organisation, the Focus Op-Shop.

We, the Focus volunteers, look forward to our Council's favourable consideration of this matter.

Yours faithfully,

Shirley Slatter

SECRETARY
FOCUS



Trish Langdon
Chief Executive Officer
Country Women's Association of WA
1176 Hay Street
WEST PERTH WA 6872
Email: ceo@cwaofwa.asn.au
Phone: 9321 6041

Ms Andrea Selvey
Chief Executive Officer
Shire of Carnarvon

Dear Andrea

Re: Country Women's Association Hall and Duplex Demolition

I would also like to thank you and your team for the provision of ongoing support to the CWA of WA after our buildings in Carnarvon were vandalised. I am very pleased to report that the circumstances around the CWA Hall and Duplex are now very close to being resolved.

As you know the Shire sent the CWA of WA a Notice of Intent to issue a building order to demolish the buildings. To that end we have received two quotes from suitable demolition companies and have accepted the quote from Paul Porter (Trac Building Service Builders Registration 12839). I have let Paul know that we would like him to undertake the job and am now awaiting potential start dates. I will let you and your team know those start dates as soon as I have them.

The other reason for my letter is to request that the Shire of Carnarvon consider waiving the tip and disposal fees for the demolition of the CWA of WA Hall and duplex. This would be very much appreciated as the CWA of WA is not-for-profit organisation, formed some 99 years ago and receives no government funding.

Please let me know if that is a possibility. If you require any further information I would be happy to provide it.

A handwritten signature in black ink that reads 'Trish Langdon'.

Trish Langdon
Chief Executive Officer
21st October 2023

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