



City of Nedlands

Corporate & Strategy Reports

Committee Consideration – 12 November 2019
Council Resolution – 26 November 2019

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CPS16.19	Western Suburbs Cricket Club Inc. – Management Licence of John Leckie Pavilion Clubrooms – Reserve 1670
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Committee	12 th November 2019
Council	26 th November 2019
Applicant	City of Nedlands
Employee Disclosure under section 5.70 Local Government Act 1995	Nil.
Director	Lorraine Driscoll – Director Corporate & Strategy
Attachments	1. Draft Management Licence

Executive Summary

A new management licence of a City facility located on Crown Reserve land requires both Council endorsement and Minister for Lands approval. This item now provides Council with the opportunity to review the draft management licence by Western Suburbs Cricket Club Inc. for their seasonal use of the clubrooms at John Leckie Pavilion, located at College Park, 100 Princess Road, Nedlands, being Crown Reserve 1670.

Recommendation to Committee

Council

1. **endorses the draft management licence by Western Suburbs Cricket Club Inc. for a portion of John Leckie Pavilion, College Park, 100 Princess Road, Nedlands as in Attachment 1.**
2. **requests that after receiving the Minister for Lands consent to the management licence, the Mayor and CEO sign the agreement and apply the City's common seal**

Discussion/Overview

The Western Suburbs Cricket Club Inc. (the Club) have been in seasonal licence of clubrooms at the John Leckie Pavilion (the Premises) since 1 November 2013. The Club have use of the Premises from 1 October until 30 March in each year of licence. The Club's management licence agreement has expired, and City staff have met with the Club to discuss the terms of a new licence agreement. The previous agreement followed an old version of the City's management licence which has been superseded with the introduction of a new framework for the City's Facilities Management for Licensing and Leasing (the Framework). The Framework was introduced at a Councillor briefing on the 17th April 2018. A copy of the table with a summary of the Framework is included below:

Facility Management Framework				
Item	Exclusive Use Management Licence (Annual)	Exclusive Use Management Licence (Seasonal)	Management Licence (Agreed hours during season)	Casual Hire
Annual Sinking Fund Fee	\$10,000 unless negotiated due to Club/Group financial contribution to renovation/rebuild	\$3,000 unless negotiated due to Club/Group financial contribution to renovation/rebuild	\$3,000 unless negotiated due to Club/Group financial contribution to renovation/rebuild	\$21 per hour or \$161 per day (current fees and charges)
Utilities	On charged to Club/Group	On charged to the Club/Group for the season only	Hourly rates at \$8.00 per hour or \$60.00 per day	NA
Bookings	Managed by Club/Group	Managed by Club but must be made available to the community	Managed by the City, Club/Group get first refusal at start of season and no limit on hours booked by Club/Group	Managed by the City
Cleaning	Managed by the Club/Group, must be professionally cleaned at least once a week and additional cleaning required after events	Managed by the Club/Group, must be professionally cleaned at least once a week, additional cleaning required after events and special clean at end of season	Managed by City and standard cleaning is 5 days per week	Managed by City and standard cleaning is 5 days per week
Maintenance	Managed by City	Managed by City	Managed by City	Managed by City
Storage	Available all year round	Can store during season but must remove all items at end of season	Can store during season but must remove all items at end of season	Storage agreement available for regular casual users.

Please note the above table was presented in April 2018 and the rate of casual hire has since increased to \$28 per hour or \$210 per day.

Contrasting the Club’s previous management licence with the new agreement now presented, the biggest change is the amount the Club as licensee pays. In discussions with the Club they requested two amendments. Details of their requests now follow:

1. In the Framework a seasonal licence fee of \$3000 is to be applied. The fee is to be reviewed by CPI annually with cost reviews every 5 years. The Club have requested this amount be reduced to acknowledge the significant impact this increased fee will have on the Club. The Club paid a licence fee of \$1536 (incl. GST) in 2018. To assist with the transition to this new licensing framework the Club requested to pay a licence fee of \$1500, to be reviewed by CPI annually with a cap on any increase of 2% annually.
2. The Club will have exclusive use of the clubrooms and so under the Framework the Club will now contribute to operational costs in addition to the licence fee. Under the previous licence the Club were not charged this fee. As the clubrooms are within a larger pavilion the operational costs must be apportioned. For the purpose of efficient administration, it is proposed that the City set a fee in the City’s Fees and Charges for each licensed premises where utilities are not easily calculated. For John Leckie clubrooms a fee of \$1,500 per season is appropriate. By comparison, the licensee at Adam Armstrong paid \$5,297 in running costs in 2018 and the Cricket Club in licence at Allen Park Lower pavilion paid \$2,890. These running costs are for a period of 6 months. Both of those licensees have exclusive use of the entire premises and receive revenue from third party hire. The John Leckie Clubrooms are smaller and have less potential for external hire. In negotiations with the Club they requested the operational costs be reduced to \$500 in year 1 and increase by \$500 in each subsequent year, reaching \$2500 in the final year of the licence.

For the purpose of comparison, included below is information regarding sports clubs in licence of City facilities and fees applicable:

Premises	Licensee Club	Licence Fee	Operational Costs paid
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Adam Armstrong Pavilion	Collegians Amateur Football Club Inc.	\$6420 + GST (2019 fee)	All utility costs and ESL incurred 1 Apr-30 Sept (In 2018 this amount was \$5297)
Allen Park Lower Pavilion	Swanbourne Cricket Club Inc.	\$2368 + GST (2018/19 fee)	All utility costs incurred 1 Nov – 30 Mar (In 2018 this amount was \$2890)
Allen Park Lower Pavilion	Swanbourne Tigers Junior Football Club Inc	\$2360 + GST (2018 fee)	In 2018 the Club paid \$1680 in operational costs at hourly rate of \$8 and daily rate of \$66 (per City Fees & Charges 2018/19)
JC Smith Pavilion	Suburban Lions Hockey Club Inc.	\$2500 + GST (2019 fee)	All utility costs incurred 1 Apr-30 Sept (to be calculated)
John Leckie Clubrooms	Claremont Junior Football Club Inc.	Club paid \$1250 + GST (2019 fee) Fee is reviewed annually by CPI.	No further fees paid. This licence is an old version of the agreement and commenced in 2013 with a term of 10 years. Prior to the licence the Club leased the clubrooms.

As we move this Club to the Framework for licensing the Club has requested a transitional format as noted above, to enable them to manage the shift and to ensure membership is not detrimentally affected by increased costs. For this reason, a middle ground approach is proposed and as set out below.

The Club will pay the following fee structure:

Year 1 – Licence fee of \$2000 + GST and Operational Costs of \$500

Year 2 – Licence fee of \$2500 + GST and Operational Costs of \$1000

Year 3 – Licence fee of \$3000 + GST and Operational Costs as set in the City's Fees & Charges and calculated in accordance with policy for this

Year 4 and on – Licence fee to be the prior year's fee reviewed by CPI and Operational Costs as in City's Fees and Charges.

While the Club advise that such a fee structure would mean they pay the highest fees of any cricket club locally, it is maintained that this schedule reflects a staged transition to the new model and should give the Club enough time to adjust. It also represents an approach to align all sporting club management licenses as much as possible. The Club have benefitted from very low fees during the preceding 6 years of their tenancy

at John Leckie Pavilion and have a liquor licence which we believe will ensure capacity to meet changed obligations. The proposed fees equate to a portion of the City's costs incurred to provide this facility and so represent only partial cost recovery.

The other terms of the management licence remain largely unchanged and the Club agree with these.

Key Relevant Previous Council Decisions:

Item PD14.13 was considered by Council on 23rd April 2013. In this item Council approved a non-standard management licence with the Western Suburbs Cricket Club for the clubrooms at John Leckie Pavilion. In this item Council reviewed the ability for the Club to have a liquor licence at John Leckie Pavilion and endorsed this. This management licence was the second of its kind, being a seasonal licence by a sporting club, previously they were only applied to toy libraries and playgroups. Hence the reference to it being "non-standard".

Consultation

The City has met with the Club to discuss the terms of their new management licence. The Club for the most part agrees to the terms however maintain their preference for lower fees, advising these terms of licence would see the Club paying the highest fees of any cricket club in the local area.

Budget/Financial Implications

This proposal represents an increased recovery of costs incurred by the City in providing this facility, although it is still a fraction of actual costs. This approach is consistent with other management licence models.

Management Licence for use of a Portion of John Leckie Pavilion, College Park

City of Nedlands

Western Suburbs Cricket Club Inc.



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:NEDL 41306

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Details

Parties

City of Nedlands

of 71 Stirling Highway, Nedlands, Western Australia, 6009
(City)

Western Suburbs Cricket Club Inc

of Post Office Box 499, Nedlands Western Australia, 6909
(Registration Number A1001633C)
(Licensee)

Background

- A The City is the management body of Reserve 1670, known as College Park (**Reserve**), on which the Facility is located.
- B The City has agreed to grant a licence to the Licensee for that part of the Facility, described in **Item 2** of the Schedule (**Licensed Area**), together with any additional rights that are specified in this agreement.
- C The terms of this Licence are intended to reflect the City's standard approach in granting facility licences to community groups, namely for the City to maintain the Facility, and to partially offset the cost of maintaining the Facility by charging user groups licence fees based on the costs incurred by the City in maintaining the Facility and each group's proportional use of the Facility.
- D The City and the Licensee enter into this Licence to set out the terms and conditions of their agreement.

Agreed terms

1. Definitions

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

CEO means the Chief Executive Officer of the City.

City means the City of Nedlands and its employees and agents.

Commencement Date means the date that the Licence commences, as specified in **Item 3** of the Schedule.

Cost Review means the Licence Fee review process described in **clause 5.4**.

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

CPI Review means the Licence Fee review process described in **clause 5.3**.

Extended Hours of Occupation means the hours of occupation following a function or special event at the Licensed Area by the Licensee or any third party in Hire of the Licensed Area. These hours being that all attendees at function must have vacated the premises by 12 midnight however cleaning and packing up after function or event may continue with only those directly involved in these activities remaining at the Licensed Area until 1am when Licensed Area must be completely vacated.

Facility means the facility described in **Item 1** of the Schedule.

Hire means the hiring of the Licensed Area (or any part thereof) on a temporary basis, for the purpose of providing a third party with temporary or shared use of the Licensed Area.

Hire by the Community means an arrangement for hire by a community group or individual for the purpose of a community activity, event or function at which the hiring party charges **no** attendance fee or entrance fee to attendees.

Hours of Occupation means the hours between 7am – 12 midnight on any day during the Term in which the Licensee or any third party Hirer of the Licensed Area, may occupy the Licensed Area.

Licence means the licence granted under this agreement.

Licence Fee means the fee stipulated in **Item 6** of the Schedule.

Licensed Area means the part of the Facility that the Licensee is permitted to use in accordance with the terms of this Licence, as specified in **Item 2** of the Schedule.

Licensed Area Condition Report means the report that is produced by the City in agreement with the Licensee after a site meeting regarding the condition of the Licensed Area at the commencement of each Summer Sports Season, and then reviewed at the end of each Summer Sports Season to determine any necessary action in accordance with the terms of the Licence.

Licensee means the Licensee or club to which this licence is granted.

Other Amenities means any part of the Facility or its surrounds that the Licensee is permitted to use in conjunction with the other users of the Facility.

Permitted Purpose means the purpose or purposes set out in **Item 7** of the Schedule;

Schedule means the schedule to this Licence.

Summer Sports Season means from 1 October to 31 March in each year.

Term means the period of time for which this Licence is granted, as specified in **Item 4** of the Schedule.

2. Grant of Licence

2.1 Conditional upon Minister for Lands' Consent

This Licence is subject to and conditional on the approval of the Minister for Lands under the *Land Administration Act 1997*. A copy of the Minister for Lands' consent is annexed hereto as **Annexure 3**.

2.2 Grant of Licence

The City grants an exclusive licence to the Licensee to use the Licensed Area and any Other Amenities for the Term, in accordance with the terms and conditions provided for in this Licence

3. Other Amenities

This Licence includes the right to use, in conjunction with other users of the Facility, the Other Amenities specified in **Item 5** of the Schedule in accordance with any particular conditions of use specified in **Item 5**.

4. Term

The Licensee is to use the Licensed Area and the Other Amenities only during the period specified in **Item 4** of the Schedule (**Term**).

5. Licence Fee, Review of Licence Fee & other payments

5.1 Payment of Licence Fee

The Licensee must pay within 30 days of receipt of the City's invoice at the commencement of each Summer Sports Season the Licence Fee.

5.2 Review of Licence Fee

The Licence Fee will be reviewed on the dates and in the manner specified in **Item 9** of the Schedule and this clause.

5.3 CPI Review

A Licence Fee review based on CPI (All Groups Perth) will increase the amount of the Licence Fee payable during the immediately preceding period by the percentage of any increase in CPI (All Groups Perth) having regard to the quarterly CPI (All Groups Perth) published immediately prior to the later of the Commencement Date or the last licence fee date, as the case may be, and the quarterly CPI (All Groups Perth) published immediately prior to the relevant licence fee date. If there is a decrease in CPI (All Groups Perth) having regard to the relevant CPI publications the Licence Fee payable from the relevant licence fee date will be the same as the Licence Fee date payable during the immediately preceding period

5.4 Cost Review

The Licence Fee will be reviewed by the City on a cost review basis, while acting reasonably, in accordance with requirements of the City's policy in respect of standard management licences (as amended from time to time). The Licensee acknowledges and agrees that the determination of the Licence Fee in accordance with the City's policy will be based on the operating costs of the Licensed Area and Other Amenities and apportioned by the City for the Licensee's use of the Licensed Area and Other Amenities as determined by the City. The Licensee acknowledges and agrees that the Licence Fee will also incorporate an administration fee. The Licensee and City acknowledge that the Licence Fee of \$2,500 as at the Commencement Date has been calculated on a cost review basis and the methodology of calculation will not be materially changed for future cost reviews. This method of review will replace the CPI review on that review date.

5.5 When Review takes effect

The reviewed Licence Fee shall take effect from the appropriate review date but until such time as a determination of the reviewed Licence Fee is made the Licensee shall pay on account thereof Licence Fee at the rate payable immediately prior to the appropriate review date until the date of

determination whereupon the Licensee shall pay to the City the amount by which such payment on account falls short of the amount.

5.6 Other payments

The Licensee must punctually pay to the City, when directed, the amount noted in **Item 10** of the Schedule for operational costs incurred by the City in respect to the Licensed Area during the Term of the Licence. Such costs include but are not limited to:

- (a) Waste collection charges and the emergency services levy;
- (b) Water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
- (c) Telephone, electricity, gas and other utility charges including but not limited to meter rents.

In the event that the Licensee has been given written notice of default pursuant to clause 12(2) on more than two (2) occasions during a Summer Sports Season, the Licensee must pay reasonable costs associated with the City engaging an independent property manager to manage the Licensed Area during the Term. Any appointment of a property manager by the City will follow consultation with the Licensee as to the necessity for such management and management costs passed on to the Licensee must be reasonable.

5.7 GST

If any GST is payable on the Licence Fee or any other supply made as a result of this Licence, the Licensee must, subject to receipt of a valid tax invoice, pay that GST.

6. Use of Licensed Area

- (1) The Licensee must use the Licensed Area only for the Permitted Purpose.
- (2) The Licensee must not use the Licensed Area outside of the Hours of Occupation, or the Extended Hours of Operation (where applicable).
- (3) The Licensee acknowledges the receipt of the keys, and any other security device, specified in **Item 8** of the Schedule.
- (4) The Licensee must use and keep the keys, and any other security device, strictly in accordance with any instructions specified in **Item 8** of the Schedule.
- (5) The Licensee must not copy any key or other security device, and must account for all keys and security devices at the end of the Term.
- (6) The Licensee must not use the Licensed Area, or any part of the Facility, for any purpose, or in any manner, that is not lawful and must comply with any statute, or lawful order, affecting its use of the Licensed Area and Other Amenities.
- (7) The Licensee shall use the Licensed Area and the Other Amenities only during the Term.

7. Condition of Facility and Licensed Area

- (1) The Licensed Area and the Other Amenities are made available to the Licensee in the condition that they are in at the Commencement Date.
- (2) Immediately prior to the commencement of each Summer Sports Season in the Term the City will meet onsite with the Licensee to agree the content of a Licensed Area Condition Report. Following

each meeting the City will provide the Licensee with a copy of the final Licensed Area Condition Report for that Summer Sports Season to be countersigned for verification by the Licensee.

- (3) At the end of each Summer Sports Season in the Term the City with the Licensee will review condition of the Licensed Area against the relevant season's Licensed Area Condition Report. Any items arising from review of the Licensed Area Condition Report will be handled in accordance with terms of this Licence.

8. Alterations

- (1) The City is not obliged to make any alterations to the Licensed Area or Other Amenities or install any fixtures or fittings that are additional to those installed at the Commencement Date.
- (2) The Licensee must not make any alterations to the Licensed Area or Other Amenities or install any fixtures, fittings, signs or advertisements without the prior written permission of the City, which may be withheld at the absolute discretion of the City.
- (3) To apply for the City's permission to do any of the things referred to in paragraph (2) above, the Licensee must submit an application in writing to the City at least one month prior to when the Licensee wishes to commence any work to effect the alteration or installation.
- (4) The Licensee must not commence any work to effect a proposed alteration or installation until it has received the City's written permission to do the work and, if such permission is granted, the Licensee must comply with any conditions specified in the permission.
- (5) Any alteration or installation effected by the Licensee will be at the sole cost of the Licensee.
- (6) The Licensee agrees that if it effects any alteration or installation in a manner that does not meet the City's standards, the City may, at the Licensee's cost, take any action the City considers necessary to remove or rectify the alteration or installation, and the cost of doing so will be a liquidated debt payable by the Licensee on demand and recoverable in a Court of competent jurisdiction.

9. Maintenance and Cleaning

9.1 City's obligations

- (1) Subject to the Licensee's payment of the Licence Fee, the City will maintain the Facility including the Licensed Area and Other Amenities in accordance with the City's maintenance standards.
- (2) Maintenance for the purposes of paragraph (1) above covers:
 - (a) all structural maintenance of the Facility;
 - (b) general building repairs; and
 - (c) the ongoing repair and replacement of fixtures and fittings.
- (3) The standard of the maintenance and the frequency of the repairs and replacements identified in paragraph (2) above will be dependent on the City's general building maintenance program and budgetary considerations and may vary from time to time.
- (4) Notwithstanding any other provision of this Licence, the Licensee shall be responsible for providing the required consumables at the Licensed Area during the Term. Consumables shall include, but are not limited to paper towels, soap, cleaning products and kitchen stores.

9.2 Licensee's Obligations

- (1) The Licensee must keep the Licensed Area clean, tidy and free from rubbish.
- (2) The Licensee, in common with other users of the Facility, must keep the Other Amenities clean, tidy and free from rubbish.
- (3) The Licensee must leave the Licensed Area and Other Amenities at the end of each period of use in the condition those areas were in at the beginning of the period of use.
- (4) The Licensee must comply with any additional requirements contained in **Annexure 2**.
- (5) The Licensee must report to the City any damage to the Licensed Area or any of the equipment, facilities and services provided by the City, sustained during the Licensee's use of the Licensed Area immediately upon becoming aware of the damage.
- (6) The Licensee must pay to the City the cost of repairing and making good any damage of the type referred to in paragraph (5) above where such damage is caused by the Licensee (or the Licensee's Agents) or related to the Licensee's use of the Licensed Area, including the cost of labour and materials and replacement equipment, and must, if required by the City, itself repair and make good any such damage.
- (7) The Licensee must ensure that the Licensed Area, and all of the City's fixtures and fittings, are appropriately secured at all times.
- (8) The Licensee will be responsible for any loss or damage to the Licensed Area, and the City's fixtures and fittings, to the extent that any loss or damage arises as a result of an act or omission of the Licensee.
- (9) The Licensee covenants and agrees to pay to the City or to such person as the City may nominate from time to time any security charges or call out charges which, in the City's reasonable opinion, relate to the Licensee, the Licensee's Agents or the Licensee's use of the Licensed Area.

10. Indemnity and Liability

10.1 Licensee to Indemnify

The Licensee agrees to indemnify the City and the Minister for Lands from and against all claims, demands, writs, actions and suits of any kind which may be brought or made against the City and/or the Minister for Lands as a result of the Licensee's use of the Licensed Area, Other Amenities or its access to the Facility.

10.2 No liability for Licensee's property

The Licensee agrees that the City or the Minister for Lands will not be responsible for, or liable in any way in regard to, any property of the Licensee or its members and invitees, that might be brought onto the Facility as a result of the Licensee's use of the Licensed Area and Other Amenities.

10.3 No Indemnity for City's Negligence

The parties agree that nothing in this clause shall required the Licensee to indemnify the City, its officers, servants, or agents against any loss, damage, expense, action or claim caused or contributed (to the extent of that contribution) by the negligent or wrongful act of omission of the City, or its servants, agents, contractors or invitees.

11. Insurance

- (1) The Licensee must effect and maintain for the Term, a public liability insurance policy with an insurer approved by the City (acting reasonably) noting the City and Licensee's respective rights and interest in the Licensed Area.
- (2) The insurance policy identified in paragraph (1) above must cover the Licensee (while noting the City's interests) for any public liability claim that arises out of, or is connected in any way with, the Licensee's use of the Licensed Area, Other Amenities or the Facility generally.
- (3) The amount of the cover given by the insurance policy identified in paragraph (1) above must be a minimum of \$20,000,000 for any one claim or such greater amount as the City may reasonably require from time to time.
- (4) The Licensee must not do anything in the Licensed Area, Other Amenities or the Facility generally that may affect any insurance taken out by the City, or render any such insurance void.

12. Default

- (1) This Licence is granted subject to the terms and conditions in this agreement and any failure by the Licensee to comply with any of those terms or conditions may result in the termination of the Licence by the City.
- (2) Where a default occurs, the City must give the Licensee a written notice stipulating the default and requiring the Licensee to remedy the default within one month of the service of the notice.
- (3) If the default is not remedied to the satisfaction of the City within one month of the service of a notice under paragraph (2) above the City will be entitled to terminate the Licence on the date of the expiration of the notice without prejudice to any rights the City may have under this agreement.
- (4) A notice under paragraph (2) above is to be sent by prepaid post to the Licensee at the address given in this agreement and will be deemed to have been served on the date it would have been delivered in the ordinary course of the post.
- (5) Each of the Licensee's covenants in clauses **6(1), 6(2), 6(4) and 6(6)** (Use of Licensed Area), **20** (Alcohol) and **21** (Minimise Nuisance to Neighbours) are essential terms of the Licence and any breach of these terms will be regarded as incapable of remedy thereby invoking a separate process for default of such breach. The process is noted in **clause 12(6)**.
- (6) If the Licensee breaches an essential term of this Licence then, in addition to any other remedy or entitlement of the City-
 - (a) If the breach is the first instance in a single Summer Sports Season of the Term the process applied will follow that noted in **clauses 12(2) and 12(3)**;
 - (b) If the breach is the second instance of breach in a single Summer Sports Season of the Term the City, acting reasonably, will be entitled to terminate the License immediately.
- (7) Where the breach is of a serious nature, causing serious damage to the Licensed Area requiring rebuild or substantial repair due to Licensees activities onsite the City will be entitled to terminate the Licence immediately.

13. Restore premises

Prior to Termination, the Licensee at the Licensee's expense must restore the Licensed Area to a condition consistent with the observance and performance by the Licensee of the Licensee's

Covenants under this License (fair wear and tear excepted) and acknowledging that other users may use the Licensed Area at times outside each Summer Sports Season of the Term.

14. Yield up the premises

14.1 Peacefully surrender

On Termination the Licensee must -

- (a) peacefully surrender and yield up to the City the Licensed Area in a condition consistent with the observance and performance of the Licensee's Covenants under this License;
- (b) surrender to the City all keys and security access devices and combination for locks providing an access to or within the Licensed Area held by the Licensee whether or not provided by the City.

14.2 Clause 14.1 to survive termination

The Licensee's obligation under **clause 14.1** will survive termination.

15. Removal of property from Licensed Area

15.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Licensee must remove from the Licensed Area all property of the Licensee which is not a fixture or fitting and promptly make good, to the satisfaction of the City, any damage caused by the removal.

15.2 City can remove property on re-entry

On re-entry the City will have the right to remove from the Licensed Area any property of the Licensee and the Licensee indemnifies the City against all damage caused by the removal of and the cost of disposing of that property.

16. Dispute Resolution

- (1) Any dispute between the Licensee and the City in regard to anything arising from the Licence or this agreement is to be addressed in the first instance by a meeting between representatives of the Licensee, appointed for that purpose, and the officer of the City responsible for administering the Facility.
- (2) If the dispute cannot be resolved, in a manner that is satisfactory to both parties through such a meeting, the Licensee agrees that the CEO of the City (while acting reasonably) will have the power to make a non-binding determination in resolution of the dispute, but only after giving due consideration to all of the matters discussed at the meeting referred to in paragraph (1) above and setting out in writing the reasons for his or her decision.
- (3) If the Licensee or the City do not agree with the non-binding determination of the CEO of the City, either Party may seek to resolve the dispute by alternative dispute resolution or court proceedings.

17. Entry and Inspection

17.1 Entry and Inspection

The Licensee must permit entry by the City or anyone authorised by the City without notice in the case of an emergency, and otherwise upon reasonable notice to inspect and view the area, to carry out any maintenance work or to rectify any breach of the conditions of this Licence.

17.2 City's rights to utilise Facility in emergency

- (1) In the event of an emergency or natural disaster (including without limitation a bush fire) which has an actual or possible impact to residents of the City of Nedlands, the City may immediately, and without notice to the Licensee, have access to and use of the Licensed Area (or part thereof) for public purposes.
- (2) Should the City require use of some or all the Licenced Area in the case of an emergency or natural disaster the City shall be granted unfettered access to, and use of, the required Licenced Area to carry on its business for the period required by the City. Where such requirement exists the following will apply:
 - (i) proportionate licence fees, utilities costs and other costs shall be deducted from the licensee's costs payable to the City for that period of requirement;
 - (ii) the City will give notice to the Licensee as soon as practicable after it determines its need to use the building for emergency or disaster purposes; and
 - (iii) the City will use reasonable endeavours to accommodate the Licensee or assist to make other arrangements for the licensee during this period, subject to satisfactory mutual arrangements being determined.

18. Acknowledgements

The Licensee acknowledges and agrees that:

- (a) it only has use of the Licensed Area during the Term and that other users of the Facility may be permitted to use the Licensed Area at other times;
- (b) the Licensee must book its use of the Facility outside of the Term through the City's booking system;
- (c) the dates of a Summer Sports Season may be modified from time to time provided any proposed modification is agreed in advance with the City and recorded in the City's booking system;
- (d) parts of the area within the Facility include public toilets, community rooms, storerooms (Store 1 & 2) and changerooms as labelled in the Sketch of Licensed Area in Annexure 1. These areas will not form part of the Licensed Area. The public toilets will be accessed by members of the public. Store 1 and Store 2 will be used by other users year-round. The community rooms will be available for hire by the community. During the Term access by relevant parties to these areas must be maintained at all times;
- (e) Store 3 will be available for the Licensee to use for the full year including both the Summer and Winter Sports Seasons.
- (f) this Licence will automatically terminate if the management order that the City holds the Reserve under is revoked;
- (g) if the Licence is terminated in accordance with paragraph (f) above, the Licensee will not be entitled to any form of compensation or damages as a result of the termination;

- (h) the Licensee must not obstruct any person or other organisation from using the Licensed Area outside the Term;

19. Hire of Licensed Area

19.1 Hire Only

The Licensee may Hire out the Licensed Area or any part thereof on a Hire basis only during the Term PROVIDED –

- (a) Such use is consistent at all times with the terms of this Licence; and
- (b) Any Hirer must occupy the Licensed Area only during the Hours of Occupation or Extended Hours of Occupation where applicable.

19.2 Community Hire

The Licensee must set charges for Hire by the Community at a rate no higher than that charged by the City for the Facility outside the Term, as set in the City's Fees and Charges. For the avoidance of doubt, the Licensee can set charges in its absolute discretion for Hire of the Licensed area to users other than Hire by the Community.

19.3 Licensee remains responsible for the Licensed Area at all times

The Licensee ACKNOWLEDGES that at all times, including when the Licensed Area is hired to a third party, it remains responsible for the Licensed Area, including without limitation any damage that may be caused or occurs during any hire period.

20. Alcohol

20.1 Consumption of alcohol

The Licensee and the City agree:

- (a) The Licensee holds Club Restricted Liquor Licence -No. 6190147950.
- (b) Subject to paragraph (c), that the Licensee shall not apply for an amendment to the licence or permit it has been granted pursuant to the *Liquor Control Act 1988* for the Licensed Area, without first obtaining the written consent of the City;
- (c) consent is not required pursuant to paragraph (b), for the following amendments or variations to a licence or permit:
 - (i) change of the licensee or manager; or
 - (ii) approval of Responsible Service of Alcohol providers.

20.2 Liquor licence

The Licensee agrees that if a licence or permit is granted under the *Liquor Control Act 1988* for the Licensed Area it must:

- (c) comply with any requirements attaching to the licence or permit at its cost;

- (d) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following -
- (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Licensed Area, and such policies must be displayed in a prominent position on the Licensed Area at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Licensed Area.
- (e) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the City as soon as practicable after the date of grant; and
- (f) indemnify and keep indemnified the City from and against any breach of the Liquor Control Act 1988, Health (Food Hygiene) Regulations 1993, Liquor Control Regulations 1989 or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner or management body of the Facility.

21. Minimise nuisance to neighbours

- (1) The Licensee acknowledges that the Facility is located in close proximity to residential premises.
- (2) The Licensee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Facility.
- (3) The Licensee must comply with all reasonable conditions and directions that may be imposed by the City from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

22. Acknowledgement of other users of Licensed Area

(1) The Licensee acknowledges that other user groups may also be permitted to use the Facility and/or Licensed Area outside of the Term pursuant to similar agreements with the City, and the Licensee will have no right to access or use the Licensed Area during times which those other user groups are authorised to use the Licensed Area.

(+)(2) The Licensee agrees with the City to use its best endeavours to work co-operatively with other authorised users of the Facility.

23. Acts by Agents

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

24. Governing Law

This Licence 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.

25. Severance

If any part of this Licence is or becomes void or unenforceable, that part is or will be severed from this Licence 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.

26. Variation

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

27. Moratorium

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

28. Further Assurance

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

29. Interpretation

29.1 Interpretation

In this Licence, unless expressed to the contrary -

- (a) words importing -
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to -
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) 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;
 - (v) 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;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;

- (vii) 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;
 - (viii) this Licence or provisions of this Licence or any other deed, agreement, instrument or contract includes a reference to -
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a Licensee of things or persons is a reference to any one or more of them; and
 - (xi) 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 Licence;
- (d) the covenants and obligations on the part of the Licensee not to do or omit to do any act or thing include -
- (i) covenants not to permit that act or thing to be done or omitted to be done by an person authorised by the Licensee; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) 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.

29.2 Headings

Except in the Schedule, headings do not affect the interpretation of this Licence.

Schedule

Item 1 Facility

John Leckie Pavilion (located on Reserve No. 1670 known as College Park, and being Lot 103 on Deposited Plan 222793 being the whole of the land comprised in Crown Land Title LR3012 Folio 206).

Item 2 Licensed Area

The Clubrooms of the Facility as shown labelled and hachured with yellow ink on the sketch annexed hereto as **Annexure 1**.

Item 3 Commencement Date

1 October 2019.

Item 4 Term

Five consecutive Summer Sports Seasons commencing at the start of the 2019/20 Summer Sports Season (being 1 October 2019) and expiring at the conclusion of the 2024/25 Summer Sports Season (being 31 March 2025).

Item 5 Other Amenities

Changerooms, noted on the sketch in Annexure 1 as B02, B03, B04 and B05 – The Licensee will have access to and use of the changerooms when they have booked the grounds of College Park. At other times there may be other users of the changerooms. The Licensee is not allowed to store items in the changerooms.

Item 6 Licence Fee

The Licence Fee comprises an annual fee for use of the Licensed Area during the Summer Sports Season in each year of the Term. This annual fee will be varied as set out below:

Year 1 - Licence fee of \$2000;

Year 2 - Licence fee of \$2500;

Year 3 - Licence fee of \$3000;

Years 4 and 5 - Licence fee will be the prior year's fee reviewed by CPI.

Item 7 Permitted purpose

Cricket club and uses reasonably ancillary thereto.

Item 8 Keys and Security Devices

5 swipe access cards for the Facility to be utilised by the Licensee.

An additional swipe access card will only be provided at the Licensee's cost, calculated in accordance with the City's Schedule of Fees and Charges, and only in the event the key or card originally supplied is lost or stolen.

Item 9 Licence Fee Review Dates

CPI Review

CPI reviews are to be undertaken upon each anniversary of the Commencement Date for each year of the Term.

Cost Review

Cost reviews are to be undertaken on the fifth, anniversary of the Commencement Date in accordance with Clause 5.4.

Item 10 – Operational costs

The amount will be recorded in the City's Fees and Charges for each financial year and will be as follows:

Year 1 - Operational Costs of \$500;

Year 2 - Operational Costs of \$1000;

Year 3, 4 and 5 - Operational Costs as set in the City's Fees & Charges and calculated in accordance with the City's policy for this;

Signing page

EXECUTED

2019

THE COMMON SEAL of the **City of Nedlands** was affixed by authority of a resolution of the Council in the presence of -

Mayor

Chief Executive Officer

Executed by the Western Suburbs Cricket Club Inc in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Western Suburbs Cricket Club Inc indicated under his or her name-

Office Holder Sign

Office Holder Sign

Name:

Name:

Address:

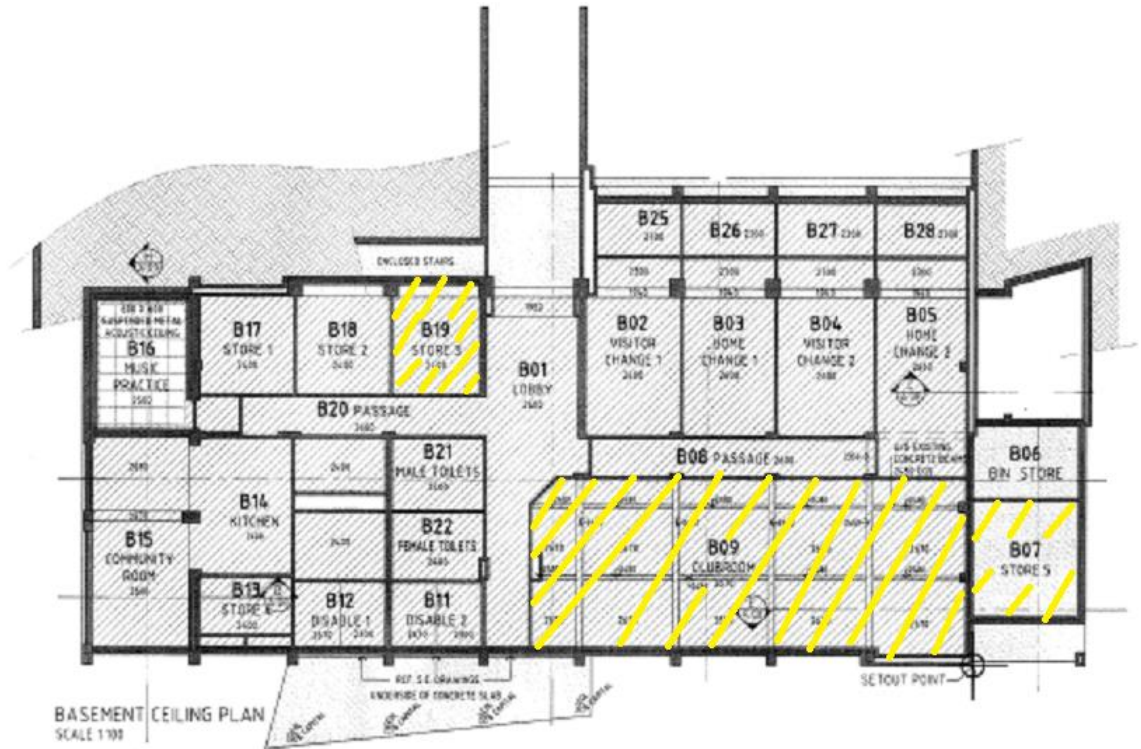
Address:

Office Held:

Office Held:

Minister for Lands Consent

Annexure 1 – Sketch of Licensed Area



Annexure 2 - Additional Requirements

Cleaning

- (1) Without limiting the Licensee's obligations under this Licence, the Licensee must ensure that:
- (a) the Licensed Area is cleaned at least once every week during the Summer Sports Season. No cleaning is required during periods of holiday where licensee does not use the Licensed Area. The Licensed Area will be deemed to be cleaned if:
 - (i) All floors, walls, windows, internal glass, public counters, doors, benches and furniture are free of dust, paint, marks and general residue;
 - (ii) All carpeted areas are visibly clean
 - (iii) All ledges, sills and skirting boards are free of dust and cobwebs;
 - (iv) All kitchen fixtures, cabinetry, adjoining kitchenettes, fittings, and Council owned appliances are free from visible dirt, cobwebs and general residue
 - (v) All door recesses and mats are free of dirt;
 - (vi) All rubbish bins have been emptied.
 - (vii) Entrances, walkways and verandas to buildings and amenities, are free of dust, cobwebs; stains and other debris;
 - (viii) Waste bins and lids are to be wiped cleaned
 - (ix) Removal of all rubbish, glass and debris within a two (2) meter boundary of the building
 - (x) All chairs and tables are properly stacked.
 - (b) the Licensed Area is thoroughly cleaned after special events;
 - (c) the Licensed Area is to be cleaned to a professional standard at the end of each Summer Sports Season. This will be achieved if all items listed in 1.1(a) are completed as well as the following:
 - (i) All floors cleaned including masonry and ceramic floor finishes
 - (ii) Floor coverings – Carpet, vinyl, floor and wall tiles professionally cleaned
 - (iii) All windows professionally cleaned
 - (iv) Servery areas and Stainless-steel surrounds
 - (v) Allocated Store rooms to be left neat and tidy
 - (vi) All kitchen, storeroom, changeroom cupboards and shelves in public areas, are to be emptied and cleaned – Council will remove or dispose of any items left at the end of the sporting season or leased period.
- (2) At the end of the Summer Sports Season where it is found that the Licensee has not completed works in (c) above to the necessary standard the City may elect to engage a professional cleaner of their choice to complete the work at the Licensee's cost.

8.2 Equipment and Furnishing

- (1) Without limiting the Licensee's obligations under this Licence, at the end of each Summer Sports Season the Licensee is required to remove the Licensee's equipment, including memorabilia.

- (2) The Licensee must obtain the City's written approval before installing any memorabilia at the Licensed Area. To obtain the City's approval, the Licensee must provide to the City a plan detailing how and where the proposed memorabilia will be installed at the Licensed Area during each Summer Sports Season of the Term.
- (3) The Licensee will only bring into the Licensed Area furnishings of a standard and quality acceptable to the City (acting reasonably). This includes but is not limited to couches, chairs, drapes, cushions and tables.
- (4) Any electrical equipment or devices brought into the Licensed Area must be tested and tagged by a registered electrician and maintained every 12 months to AS/NZS3760.

Use of specific parts of Licensed Area

Store 5 (B07) is primarily for the purpose of storing any overflow furniture for the Main Clubroom.

Store 3 (B19) is for year – round use by the Licensee to store club equipment.

Annexure 3 – Minister for Lands' consent

DRAFT

CPS17.19	Suburban Lions Hockey Club Inc. Management Licence of J.C. Smith Pavilion, Melvista Oval, Nedlands (Reserve 1669)
-----------------	--

Committee	12 th November 2019
Council	26 th November 2019
Applicant	City of Nedlands
Employee Disclosure under section 5.70 Local Government Act 1995	Nil.
Director	Lorraine Driscoll – Director Corporate & Strategy
Attachments	2. Draft Management Licence

Executive Summary

A new management licence of City facilities located on Crown Reserve land requires both Council endorsement and Minister for Lands approval. This item now provides Council with the opportunity to review the draft management licence by Suburban Lions Hockey Club Inc. for their seasonal use of J.C Smith Pavilion at Melvista Oval – being Crown Reserve 1669.

Recommendation to Committee

Council

- 1. endorses the draft management licence by Suburban Lions Hockey Club Inc. for J.C. Smith Pavilion, 140 Melvista Avenue, Nedlands as in Attachment 1.**
- 2. requests that after receiving the Minister for Lands consent to the management licence, the Mayor and CEO sign the agreement and apply the City’s common seal.**

Discussion/Overview

J.C. Smith Pavilion is a purpose-built, single story building constructed in 1956 and comprises a total floor area of 450m² (the Pavilion). The pavilion is located on Crown Reserve 1669 which is a Category A Reserve comprising a total of 23.9458 hectares and has been vested to the City since 1959 for the purpose of Recreation by way of a management order (Order). The Order grants the City the power to lease any portion of Reserve 1669 for the designated purpose for any term not exceeding 21 years subject to the consent of the Minister for Lands.

Riverside Lions Hockey Club occupied the pavilion since 9 April 1992 when the City granted a licence to the club for the use of the Pavilion for a period of five years.

The club applied and was granted a renewal of the license for a further five (5) years between “the Winter Sporting Season” from 1 April 1997 to 30 September 2001 with

an option to extend the license for a further five (5) year period. This included the use of the Melvista Oval during the “Winter Sporting Season” for the term of the license.

The club remained in licence of the Pavilion until the club were granted a lease on 1 April 2010. The lease had an initial term of 10 years with an option to renew for a further 5 years.

In 2012 the Riverside Lions Hockey Club merged with the Suburban Nedlands City Hockey Club to form the Suburban Lions Hockey Club (the Club).

In 2017 it was agreed that it would be a preferred for the pavilion to return to the City for control and management of maintenance. The Club had struggled to adequately maintain the premises and had made unauthorised alterations to the pavilion that were non-compliant.

In 2017 the City completed a refurbishment of the premises which cost just over \$100,000. In undertaking the refurbishment, the City and Club agreed that the Club would surrender their lease in favour of moving to a management licence arrangement. Negotiations of terms continued with the Club requesting amendments to the City’s standard terms and a concession on fees. The City’s standard terms are modelled on the Collegians agreement for Adam Armstrong Pavilion. The main terms (annual fee and process for on-charging utilities) were agreed but some final detail remained an issue. The Club commenced in licence at the pavilion in the 2018 season however a storm in June caused damage to the pavilion rendering it closed for the duration of the season. The Club were charged for half of the fee applicable to their first year of licence and outgoings were on-charged for half the season they occupied the premises.

City staff met with the Club in February 2019 to finalise the terms of the Licence. A summary of the draft Licence is now provided for Council’s reference.

Summary of the terms of the Licence:

Annual Licence Fee

\$2,500 + GST payable annually. The fee differs from that contained in the City’s Framework for Facility Management for Leased and Licensed Premises which is \$3000 p.a. It is considered that the Club’s circumstances warrant the \$500 concession with further detail in the Budget/ Financial Implications section of this report.

Review of Licence Fee

The licence fee will be reviewed by CPI annually with a cost review completed halfway through the term. The fee as reviewed via a cost review method is to be advised to the Club 12 months before fee is to be charged, to allow for budgeting purposes. The Club requested the licence fee not undergo a review after the first year however this has not been agreed as annual reviews are consistent with standard practice for the City’s management licences.

Term

10 Winter Sports Seasons – being 1 April – 30 September in each year.

The term of licence is consistent with other sporting clubs in licence of City facilities. Collegians Football Club at Adam Armstrong Pavilion have three terms of 7 years each being a total 21 years in licence. Swanbourne Cricket Club at Allen Park have a

licence term of 5 years and Claremont Nedlands Junior Football Club at John Leckie have a 10-year term. The longer term of licence is typically associated with Clubs who leased these premises prior to moving to a management licence. Typically, those leases were for an initial term of 10 years with a further term of 5 years, so a 10-year term of licence is consistent with their former tenure. None of the management licences contain a provision to enable the City or licensee to terminate the licence early and so any early termination would be by agreement between the parties. Where it is foreseen that a master planning process may take place at a City reserve, the City tends to include an early termination provision within the tenancy agreement and at present no such master planning process is planned for Melvista Oval.

Commencement Date

1 April 2019

Permitted Purpose

Hockey Club, community use and hire to third parties in accordance with requirements of the Lease

Hire

Club is required to make pavilion available for hire by the community when not used for hockey. When hiring, the Club always remains responsible for premises (i.e. any damage or nuisance issues is responsibility of Club to manage).

Alterations

The Club must not undertake any alterations to the premises without first obtaining written approval from the landlord. The City will respond to any application by the Club to undertake alterations within 1 month of receiving the application. The City must not unreasonably withhold its consent.

Cleaning

The Club is to clean the premises to a professional standard (as defined in the licence which includes a specification detailing items to be cleaned) at least once a week with additional cleaning after events. There are requirements on the Club for cleaning at the end of the season on vacating the premises. If standard of cleaning on vacating is unacceptable to the City the City may engage a commercial cleaner at the Club's expense.

Utilities

The Club will pay utility charges incurred during the Winter Sports season. Water and electricity are not separately metered for clubrooms, public toilets, water fountains and grounds lighting so the Licence includes a schedule of percentages of utility invoices to be on-charged to the Club.

Furnishing

Club to obtain written approval before installing memorabilia at the pavilion and to remove at the end of the season and make good any damage. Only furnishings of a good quality and standard are permitted in the pavilion (ie.no second-hand furniture).

Storage

The Club may store one refrigerator in a storeroom at the pavilion outside the Winter Sports Season. Fridge must be clean and turned off during this time.

Consumables

Club to provide its own consumables during the season (includes soap, paper towels, cleaning products, but excludes light bulbs)

The City will be responsible for insuring the building and for properly maintaining the premises. Maintenance includes all structural maintenance, general building repairs including electrical and plumbing and the ongoing repair and replacement of fixtures and fittings. The Club are responsible for damage to the premises but not for deterioration due to fair wear and tear.

On 11th April the City's Executive Management Team considered and endorsed the general terms of the new licence. The licence now requires Council endorsement and then will be sent to the Department of Planning Lands and Heritage to obtain Ministerial consent.

Key Relevant Previous Council Decisions:

On 27 April 2010 Council considered item D23.10 and approved an exclusive lease of J.C. Smith pavilion by the Riverside lions Hockey Club. The lease was for an initial term of 10 years with a further term of 5 years. In this item Council also considered the funding of electrical works at the Pavilion to ensure compliance for smoke alarms and residual current devices.

Consultation

The City's Administration staff have met with Club representatives on several occasions and traded much written communication regarding the terms of the management licence. City staff believe that the terms of the management licence contained in Attachment 1 represent an agreement with the Club over their terms of tenancy at J.C. Smith Pavilion.

Budget/Financial Implications

The return of the pavilion to the City for management represented efficiency in terms of facility management and therefore resource allocation by both the City and Club. While this means the City will now bear more of the burden in providing this facility, in terms of costs to manage and maintain, it will ensure that facility management is to the necessary standard. In the long term this represents a preferred resource management strategy and will be budgeted for accordingly. The Club will pay a licence fee to assist with cost sharing and will pay for running costs of the pavilion while they are in their season of use.

It is noted that the City's Framework for Facility Management for leased and licensed premises notes that a licence fee of \$3000 should apply to this licence arrangement. The Club's licence contains a fee of \$2500 being \$500 less than the Framework requires. This amount was negotiated with the Club during discussions in 2018 and represented an amount the Club could afford, particularly as they also lease premises at Highview Reserve being Max Brown Pavilion.

Under this lease the Club are responsible for all maintenance, repair and operational costs of the premises – being a lot more than expended on JC Smith through a licence arrangement. It is expected that through a cost review half-way through the licence term the fee will be brought into line with the City's facility management framework applicable at that time. The licence fee is due to undergo a cost review in time for the 2024 winter sports season with the City giving 12 months' notice of any new fee. The City is therefore due to advise the Club of the new fee on 31 March 2023.

Management Licence for use of J.C. Smith Pavilion, Melvista Oval

City of Nedlands

Suburban Lions Hockey Club Incorporated



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:NEDL 42702

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Details

Parties

City of Nedlands

of 71 Stirling Highway, Nedlands, Western Australia, 6009
(City)

Suburban Lions Hockey Club Incorporated

of PO Box 359, Subiaco, Western Australia, 6008
(Registration Number A0740152Y)
(Licensee)

Background

- A The City is the management body of the Reserve, known generally as the Melvista Park, on which the Facility is located.
- B The Licensee leased a portion of the Reserve from the City under the Lease. The Lease was due to expire on 31 March 2025.
- C The parties have agreed that:
- (a) Prior to the commencement of the 2018 Winter Sports Season the Licensee surrendered and the City accepted a surrender of the Lease;
 - (b) subject to the consent of the Minister for Lands, the City will grant to the Licensee a licence of the Licensed Area for the Term; and
 - (c) the Licensee occupied the Licensed Area for part of the 2018 Winter Sports Season on terms similar to this Licence. The Licensee was required to vacate the Licensed Area during the season due to damage to the Licensed Area rendering it unusable.
- D The terms of this Licence are intended to reflect the City's standard approach in granting facility licences to community groups, namely for the City to maintain the facilities, and to partially offset the cost of maintaining the facilities by charging user groups licence fees based upon the costs incurred by the City in maintaining the relevant facility and each group's use of the relevant facility.
- E The City and the Licensee enter into this Licence to set out the terms and conditions of their agreement.

Agreed terms

1. Definitions

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

CEO means the Chief Executive Officer of the City;

City means the City of Nedlands and its employees and agents;

Commencement Date means the date that the Licence commences, as specified in **Item 2** of the Schedule;

Cost Review means the Licence Fee review process described in **clause 4.3**;

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

CPI Review means the Licence Fee review process described in **clause 4.2**;

Extended Hours of Occupation means the hours of occupation following a function or special event at the Licensed Area by the Licensee or any third-party hire of the Licensed Area. These hours being that all attendees at the function must have vacated the Licensed Area by 12 midnight, however cleaning and packing up after the function or event may continue with only those directly involved in these activities remaining at the Licensed Area until 1am when the Licensed Area must be completely vacated;

Facility means the facility described in **Item 1** of the Schedule;

Hire by the Community means an arrangement for hire by a community group or individual for the purpose of a community activity, event or function at which the hiring party charges no attendance fee or entrance fee to attendees;

Hours of Occupation means the hours between 7am – 12 midnight on any day during the Term in which the Licensee or any third-party hirer of the Licensed Area, may occupy the Licensed Area;

Lease means:

- (a) the lease between the City of Nedlands (as lessor) and Riverside Lions Hockey Club (as lessee) dated 4 October 2010; and
- (b) the deed of assignment of lease between the City of Nedlands (as lessor), Riverside Lions Hockey Club Inc (as assignor) and Suburban Lions Hockey Club Inc (as assignee) dated 7 July 2016;

Licence means the licence granted under this agreement;

Licensed Area means the area described in **Item 1** of the Schedule;

Licence Fee means the fee stipulated in **Item 4** of the Schedule;

Permitted Purpose means the purpose or purposes set out in **Item 5** of the Schedule;

Reserve means that part of Reserve 1669 being:

- (a) Lot 120 on Deposited Plan 222793 being the whole of the land in Crown Land Title LR3145 Folio 504;
- (b) Lot 121 on Deposited Plan 222793 being the whole of the land in Crown Land Title LR3145 Folio 505; and
- (c) Lot 160 on Deposited Plan 222793 being the whole of the land in Crown Land Title LR3145 Folio 514;

Schedule means the schedule to this Licence;

Surrender Date means 30 September 2017;

Winter Sports Season means from 1 April until 30 September in each year of the Term; and

Term means the period for which this Licence is granted, as specified in **Item 4** of the Schedule.

2. Grant of Licence

2.1 Conditions Precedent

This Licence is subject to and conditional on the approval of the Minister for Lands under the *Land Administration Act 1997*. A copy of the Minister for Lands' consent is annexed hereto as **Annexure 2**.

2.2 Surrender of Lease

(1) From the Surrender Date, the Licensee hereby surrenders to the City all of the Licensee's rights, title and estate in and to the Lease and the unexpired residue of the term (or any period of holding over) of the Lease.

(2) The City and the Licensee hereby release each other from all actions, claims or demands of any kind which either party may have had against the other with respect to any breach or non-performance of any obligation at any time under the Lease.

2.3 Grant of Licence

Subject to **clause 2.1**, the City grants a licence to the Licensee to use the Licensed Area for the Term, in accordance with the terms and conditions provided for in this Licence.

3. Licence Fee and other payments

3.1 Payment of Licence Fee

The Licensee must pay the Licence Fee to the City within 30 days of receipt of the City's invoice.

3.2 Outgoings

(1) The Licensee must pay to City within 30 days of receipt of the City's invoice the proportion of operational costs for the Licensed Area as set out in **Item 9** of the Schedule.

(2) If the Licensed Area is separately charged or assessed for any other utility consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Licensee's use and occupation of the Licensed Area solely during any Winter Sports Season, the Licensee will pay such amount to the relevant provider.

3.3 GST

If any GST is payable on the Licence Fee or any other supply made as a result of this Licence, the Licensee must pay that GST.

4. Review of Licence fee

4.1 Review of Licence Fee

The Licence Fee will be reviewed on the dates and in the manner specified in **Item 7** of the Schedule and this clause.

4.2 CPI Review

A Licence Fee review based on CPI will increase the amount of the Licence Fee 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 licence fee date, as the case may be, and the quarterly CPI published immediately prior to the relevant licence fee date. If there is a decrease in CPI having regard to the relevant CPI publications the Licence Fee payable from the relevant licence fee date will be the same as the Licence Fee date payable during the immediately preceding period

4.3 Cost Review

The Licence Fee will be reviewed by the City, acting reasonably, in accordance with requirements of the City's policy in respect of standard management licences (as amended from time to time). The Licensee acknowledges and agrees that the determination of the Licence Fee in accordance with the City's policy will be based on the operating costs of the Licensed Area and apportioned by the City for the Licensee's use of the Licensed Area as determined by the City. The Licensee acknowledges and agrees that the Licence Fee will also incorporate an administration fee. The City will notify the licensee of the reviewed fee, when reviewed by the cost review method, at least 12 months in advance of the new fee being applied.

5. Use of Licensed Area

- (1) The Licensee must use the Licensed Area only for the Permitted Purpose.
 - (a) The Licensee must make the Licensed Area available for Hire by the Community at times when the Licensee is not using the Licensed Area for its own club purposes.
- (2) The Licensee must not use the Licensed Area outside of the Hours of Occupation, or the Extended Hours of Operation (where applicable).
- (3) The Licensee acknowledges the receipt of the keys, and any other security device, specified in **Item 6** of the Schedule.
- (4) The Licensee must use and keep the keys, and any other security device, strictly in accordance with any instructions specified in **Item 6** of the Schedule.
- (5) The Licensee must not copy any key or other security device and must account for all keys and security devices at the end of the Term.
- (6) The Licensee must not use the Licensed Area, or any part of the Licensed Area, for any purpose, or in any manner, that is not lawful and must comply with any statute, or lawful order, affecting its use of the Licensed Area.
- (7) The Licensee shall use the Licensed Area only during the Term.
- (8) The Licensee must not remove any of the City's fixtures, fittings or equipment from the Licensed Area.

6. Alterations

- (1) The City is not obliged to make any alterations to the Licensed Area or install any fixtures or fittings that are additional to those installed at the Commencement Date, other than to comply with legal regulation.
- (2) The Licensee must not make any alterations to the Licensed Area or install any fixtures, fittings, signs or advertisements without the prior written permission of the City, which shall not be unreasonably withheld.
- (3) To apply for the City's permission to do any of the things referred to in paragraph (2) above, the Licensee must submit an application in writing to the City at least one month prior to when the Licensee wishes to commence any work to effect the alteration or installation.
- (4) The Licensee must not commence any work to effect a proposed alteration or installation until it has received the City's written permission to do the work and, if such permission is granted, the Licensee must comply with any conditions specified in the permission.
- ~~(4)~~(5) Any alteration or installation effected by the Licensee will be at the sole cost of the Licensee.
- ~~(5)~~(6) The Licensee agrees that if it effects any alteration or installation in a manner that does not meet the City's standards, the City may, at the Licensee's cost, take any action the City considers necessary to remove or rectify the alteration or installation, and the cost of doing so will be a liquidated debt payable by the Licensee on demand and recoverable in a Court of competent jurisdiction.

7. Maintenance and Cleaning

7.1 City's obligations

- (1) Subject to the Licensee's payment of the Licence Fee, the City will maintain the Licensed Area in accordance with the City's maintenance standards.
- (2) Maintenance for the purposes of paragraph (1) above covers:
 - (a) all structural maintenance of the Licensed Area;
 - (b) general building repairs (including electrical and plumbing); and
 - (c) the ongoing repair and replacement of fixtures and fittings.
- (3) The standard of the maintenance and the frequency of the repairs and replacements identified in paragraph (2) above will be dependent on the City's general building maintenance program and budgetary considerations and may vary from time to time.

7.2 Licensee's Obligations

- (1) The Licensee must keep the Licensed Area clean, tidy and free from rubbish.
- (2) The Licensee must leave the Licensed Area at the end of each Winter Sports Season in the condition those areas were in at the beginning of each Winter Sports Season of use.
- (3) The Licensee is responsible for any damage caused to the Licensed Area and its fixtures and fittings when such damage is caused by the Licensee (or its agents) or related to the Licensee's use of the Licensed Area.

- (4) The Licensee's obligations referred to in paragraph (2) and (3) above do not extend to deterioration in condition due to fair wear and tear.

8. Indemnity and Liability

8.1 Licensee to Indemnify

The Licensee agrees to indemnify the City and the Minister for Lands from and against all claims, demands, writs, actions and suits of any kind which may be brought or made against the City and/or the Minister for Lands as a result of the Licensee's use of the Licensed Area or its access to the Licensed Area.

8.2 No liability for Licensee's property

The Licensee agrees that the City or the Minister for Lands will not be responsible for, or liable in any way in regard to, any property of the Licensee or its members and invitees, that might be brought onto the Facility as a result of the Licensee's use of the Facility.

9. Insurance

- (1) The Licensee must take out and maintain for the Term, a public liability insurance policy with an insurer approved by the City.
- (2) The insurance policy identified in paragraph (1) above must cover both the City and the Licensee for any public liability claim that arises out of, or is connected in any way with, the Licensee's use of the Facility.
- (3) The amount of the cover given by the insurance policy identified in paragraph (1) above must be a minimum of \$20,000,000 for any one claim or such greater amount as the City may reasonably require from time to time.
- (4) The Licensee must not do anything in the Facility that may affect any insurance taken out by the City, or render any such insurance void.

10. Entry and Inspection

10.1 Entry and Inspection

The Licensee must permit entry by the City or anyone authorised by the City without notice in the case of an emergency, and otherwise upon reasonable notice to inspect and view the area, to carry out any maintenance work or to rectify any breach of the conditions of this Licence.

10.2 City's rights to utilise Facility in emergency

- (1) In the event of an emergency or natural disaster (including without limitation a bush fire) which has an actual or possible impact to residents of the City of Nedlands, the City may immediately, and without notice to the Licensee, have access to and use of the Facility (or part thereof) for public purposes.
- (2) In the event the City exercises its right to use the Facility for an emergency or natural disaster, then the City agrees that:
 - (a) the Licence Fee and outgoings will abate during the period the City has access to the Facility;

- (b) the City will use its reasonable endeavours to accommodate the Licensee, or assist the Licensee to make other arrangements during the period the City has access to the Facility; and
- (c) the City will liaise with the Licensee to provide notice (if possible) of the City's need to use the Facility and the expected period of use of the Facility.

11. Hire of Facility

11.1 Hire of Facility

The Licensee may hire out the Facility or any part thereof on a casual hire basis during the Term PROVIDED:

- (a) such use is consistent at all times with the terms of this Licence; and
- (b) any hirer only uses the Facility during the Hours of Occupation or Extended Hours of Occupation, as applicable.

11.2 Hire Fees

The Licensee must set charges for Hire by the Community at a rate no higher than that charged by the City for the Facility outside the Term, as set in the City's Fees and Charges. For the avoidance of doubt, the Licensee can set charges, in its absolute discretion, for hire of the Facility to users other than community groups.

11.3 Licensee remains responsible for the Facility at all times

The Licensee acknowledges that at all times during each Winter Sports Season, including when the Facility is hired to a third party, it remains responsible for the Facility, including without limitation any damage that may be caused or occurs during any hire period.

12. Alcohol

12.1 Consumption of alcohol

The Licensee and the City agree:

- (a) subject to paragraph (b), that the Licensee shall not apply for an amendment to a licence or permit it has been granted pursuant to the *Liquor Control Act 1988* for the Facility, without first obtaining the written consent of the City, which shall not be unreasonably withheld;
- (b) consent is not required pursuant to paragraph (a), for the following amendments or variations to a licence or permit:
 - (i) change of the licensee or manager; or
 - (ii) approval of Responsible Service of Alcohol providers.

12.2 Liquor licence

The Licensee agrees that if a licence or permit is granted under the *Liquor Control Act 1988* for the Facility it must:

- (a) comply with any requirements attaching to the licence or permit at its cost;

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

13. Minimise nuisance to neighbours

- (1) The Licensee acknowledges that the Facility is located in close proximity to residential premises.
- (2) The Licensee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Facility.
- (3) The Licensee must comply with all reasonable conditions and directions that may be imposed by the City from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

14. Obligations at the end of each Winter Sports Season

- (1) The City acknowledges and agrees that the Licensee's obligations in respect of the Facility apply only during the Winter Sports Season, except in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration of the Winter Sports Season.
- (2) Prior to the conclusion of each Winter Sports Season, the Licensee must remove from the Facility all property of the Licensee unless otherwise agreed with the City.
- (3) At the conclusion of each Winter Sports Season, the Licensee must peacefully surrender and yield up to the City the Facility in a condition consistent with the condition of the Facility at beginning of that Winter Sports Season (fair wear and tear excepted).

15. Default

- (1) This Licence is granted subject to the terms and conditions in this agreement and any failure by the Licensee to comply with any of those terms or conditions may result in the termination of the Licence by the City.
- (2) Where a default occurs, the City must give the Licensee a written notice stipulating the default and requiring the Licensee to remedy the default within one month of the service of the notice.

- (3) If the default is not remedied to the satisfaction of the City within one month of service of a notice under paragraph (2) above the Licence will be entitled to terminate the Licence on the date of the expiration of the notice without prejudice to any rights the City may have under this Licence.
- (4) A notice under paragraph (2) above is to be sent by prepaid post to the Licensee at the address given in this agreement and will be deemed to have been served on the date it would have been delivered in the ordinary course of the post.
- (5) Each of the Licensee's covenants in clauses 5 (Use of Licensed Area), 12 (Alcohol) and 13 (Minimise Nuisance to Neighbours) are essential terms of this Licence and a breach of these terms will be regarded as incapable of remedy thereby invoking a separate process for default of such breach. The process is noted in clause 15(6).
- (6) If the Licensee breaches an essential term of this Licence then, in addition to any other remedy or entitlement of the City:
 - (a) if the breach is the first instance in a single Winter Sports Season of the Term the process will follow that noted in clauses 15(2) and 15(3);
 - (b) if the breach is the second instance of breach in a single Winter Sports Season of the Term the City, acting reasonably, will be entitled to terminate the Licence immediately.
- (7) If in the City's opinion (acting reasonably) the breach is of a serious nature, causing serious damage to the Licensed Area requiring rebuild or substantial repair due to the Licensee's activities onsite, the City will be entitled to terminate the Licence immediately.

16. Dispute Resolution

- (1) Any dispute between the Licensee and the City in regard to anything arising from the Licence or this agreement is to be addressed in the first instance by a meeting between representatives of the Licensee, appointed for that purpose, and the officer of the City responsible for administering the Facility.
- (2) If the dispute cannot be resolved, in a manner that is satisfactory to both parties through such a meeting, the Licensee agrees that the CEO of the City (while acting reasonably) will have the power to make a non-binding determination in resolution of the dispute, but only after giving due consideration to all of the matters discussed at the meeting referred to in paragraph (1) above and setting out in writing the reasons for his or her decision.
- (3) If the Licensee or the City do not agree with the non-binding determination of the CEO of the City, either party may seek to resolve the dispute by alternative dispute resolution or court proceedings.

17. Acknowledgements

17.1 Generally

The Licensee acknowledges and agrees that:

- (a) it only has use of the Facility during the Term and that other users of the Facility may be permitted to use the Facility at other times;
- (b) this Licence will automatically terminate if the management order that the City holds the Reserve under is revoked;
- (c) if the Licence is terminated in accordance with paragraph (b) above, the Licensee will not be entitled to any form of compensation or damages as a result of the termination; and

- (d) the Licensee must not obstruct any person or other organisation from using the Facility outside the Term.

17.2 Other users of Facility

- (1) The Licensee acknowledges that third parties may also be permitted to use and/or access the Reserve and/or areas of the Facility not included in the Licensed Area, and the Licensee will have no right to access or use the Licensed Area outside the Winter Sports Season unless prior approval is received from the City.
- (2) The Licensee agrees with the City to use its best endeavours to work co-operatively with other authorised users of the Reserve and areas of the Facility not included in the Licensed Area during the Winter Sports Season.

18. General Provisions

18.1 Acts by Agents

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

18.2 Governing Law

This Licence 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.

18.3 Severance

If any part of this Licence is or becomes void or unenforceable, that part is or will be severed from this Licence 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.

18.4 Variation

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

18.5 Moratorium

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

18.6 Further Assurance

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

19. Additional Terms, Covenants & Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 8** of the Schedule are part of this Licence and are binding on the City and Licensee as if incorporated into the body of this Licence.

20. Interpretation

20.1 Interpretation

In this Licence, unless expressed to the contrary -

- (a) words importing -
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to -
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) 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;
 - (v) 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;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) 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;
 - (viii) this Licence or provisions of this Licence or any other deed, agreement, instrument or contract includes a reference to -
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a Licensee of things or persons is a reference to any one or more of them; and
 - (xi) 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 Licence;

- (d) the covenants and obligations on the part of the Licensee not to do or omit to do any act or thing include -
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a person authorised by the Licensee; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) 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.

20.2 Headings

Except in the Schedule, headings do not affect the interpretation of this Licence.

Schedule

Item 1 Facility & Licensed Area

Facility

The J C Smith Pavilion Clubrooms and Changerooms (including all fixtures and fittings belonging to the City) located on the Reserve.

Licensed Area

Those parts of the Facility shown shaded in grey on the sketch annexed hereto as Annexure 1. To avoid doubt, the Licensed Area extends 1 metre in front of the Facility to include the front steps and excludes the public toilets and security room.

Item 2 Commencement Date

1 April 2019

Item 3 Term

Ten consecutive Winter Sports Seasons commencing at the start of the 2019 Winter Sports Season (being 1 April 2019) and expiring at the conclusion of the 2029 Winter Sports Season (being 30 September 2029).

Item 4 Licence Fee

\$2,500 plus GST to be paid annually in advance and varied in accordance with **clause 4**.

Item 5 Permitted Purpose

Hockey club, community use and hire to third parties in accordance with the requirements of this Licence.

Item 6 Keys and Security Devices

Five keys for the Facility to be utilised by the Licensee.

An additional key will only be provided at the Licensee's cost, calculated in accordance with the City's Schedule of Fees and Charges, and only in the event the key originally supplied is lost or stolen.

Item 7 Licence Fee Review Dates

1. First anniversary of the Commencement Date: CPI review.
2. Second anniversary of the Commencement Date: CPI Review.
3. Third anniversary of the Commencement Date: CPI Review
4. Fourth anniversary of the Commencement Date: CPI Review

- | | | |
|----|---|-------------|
| 5. | Fifth anniversary of the Commencement Date: | Cost Review |
| 6. | Sixth anniversary of the Commencement Date: | CPI Review |
| 7. | Seventh anniversary of the Commencement Date: | CPI Review |
| 8. | Eighth anniversary of the Commencement Date: | CPI Review |
| 9. | Ninth anniversary of the Commencement Date: | CPI Review |

Item 8 Additional Terms, Covenants & Conditions

8.1 Cleaning

- (1) Without limiting the Licensee's obligations under this Licence, the Licensee must ensure that:
- (a) the Licensed Area is cleaned at least once every week and after special events during the Winter Sports Season. The Licensed Area will be deemed to be cleaned if:
- (i) All floors, walls, windows, internal glass, public counters, doors, benches and furniture are free of dust, paint, marks and general residue;
 - (ii) All carpeted areas are visibly clean
 - (iii) All ledges, sills and skirting boards are free of dust and cobwebs;
 - (iv) All kitchen fixtures, cabinetry, adjoining kitchenettes, fittings, and Council owned appliances are free from visible dirt, cobwebs and general residue
 - (v) All door recesses and mats are free of dirt;
 - (vi) All rubbish bins have been emptied.
 - (vii) Entrances, walkways and verandas to buildings and amenities, are free of dust, cobwebs; stains and other debris;
 - (viii) Waste bins and lids are to be wiped cleaned
 - (ix) Removal of all rubbish, glass and debris within a two (2) meter boundary of the building
 - (x) All bathroom fixtures including dispensers and wash basins are free from dirt and general residue
 - (xi) All toilet and shower wall tiles, toilet partitions, vanity units clean and free of marks.
 - (xii) All toilet floors and shower areas are clean and disinfected;
 - (xiii) All chairs and tables are properly stacked in the designated storage area.
 - (xiv) All empty toilet paper and hand towel dispensers have been refilled, hand soap has been replenished.
- (b) the Licensed Area is comprehensively cleaned at the end of each Winter Sports Season. This will be achieved if all items listed in 8.1(a) are completed as well as the following:
- (i) All external floors cleaned including masonry and ceramic floor finishes
 - (ii) Internal floor coverings – Carpet, vinyl, floor and wall tiles cleaned
 - (iii) All windows cleaned
 - (iv) Served areas and stainless-steel surround cleaned
 - (v) Bin enclosures emptied of any rubbish or other materials
 - (vi) Allocated store rooms left neat and tidy
 - (vii) All kitchen, storeroom, changeroom cupboards and shelves in public areas, emptied and cleaned.
- (2) At the end of each Winter Sports Season, the City may elect to engage a professional cleaner of their choice to clean the Licensed Area to the required standard at the Licensee's cost.

8.2 Equipment and Furnishing

- (1) The Licensee must obtain the City's written approval before installing any memorabilia at the Licensed Area. To obtain the City's approval, the Licensee must provide to the City a plan detailing how and where the proposed memorabilia will be installed at the Licensed Area during each Winter Sports Season of the Term.
- (2) The Licensee will only bring into the Licensed Area furnishings of a standard and quality acceptable to the City (acting reasonably). This includes but is not limited to couches, chairs, drapes, cushions and tables.
- (3) Without limiting the Licensee's obligations under this Licence, at the end of each Winter Sports Season the Licensee is required to remove the Licensee's equipment, including memorabilia.

8.3 Consumables

The Licensee will be responsible for providing the required consumables at the Licensed Area during the Term. Consumables shall include but are not limited to; toilet paper, paper towels, soap, and other cleaning products.

8.4 Use of Specific Areas

The Licensee may store one refrigerator in that part of the Licensed Area identified as 'Storeroom 1' outside the Winter Sports Season. The refrigerator must be clean and switched off during this period.

Item 9 Portion of costs paid by Licensee

The Licensee will pay the following utilities in the noted proportion of utility invoices received by the City applicable to the Winter Sports Season each year in accordance with **clause 3.2(1)**:

1. Water – Licensee to pay 70% of total charges invoiced by Water Corp for Account No. 9001409415 – Park at Melvista Avenue Dalkeith Res 1669
2. Electricity - The Licensee will pay 70% of total charges invoiced on Synergy Account No. 123871600 – 140 Melvista Avenue Nedlands
3. Emergency Services Levy – The Licensee will pay 50% of the annual Levy attaching to the Facility
4. Waste Management Services – The Licensee will pay for 50% of the annual fee for a single standard bin service at the Facility. The Licensee will pay for any additional bin services required.

Signing page

EXECUTED

2019

THE COMMON SEAL of the **City of Nedlands** was affixed by authority of a resolution of the Council in the presence of -

 Mayor

 Chief Executive Officer

THE COMMON SEAL of **Suburban Lions Hockey Club Incorporated** was hereunto affixed pursuant to the constitution of the Suburban Lions Hockey Club Incorporated in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Suburban Lions Hockey Club Incorporated indicated under his or her name-

 Office Holder Sign

 Name:

 Address:

 Office Held:

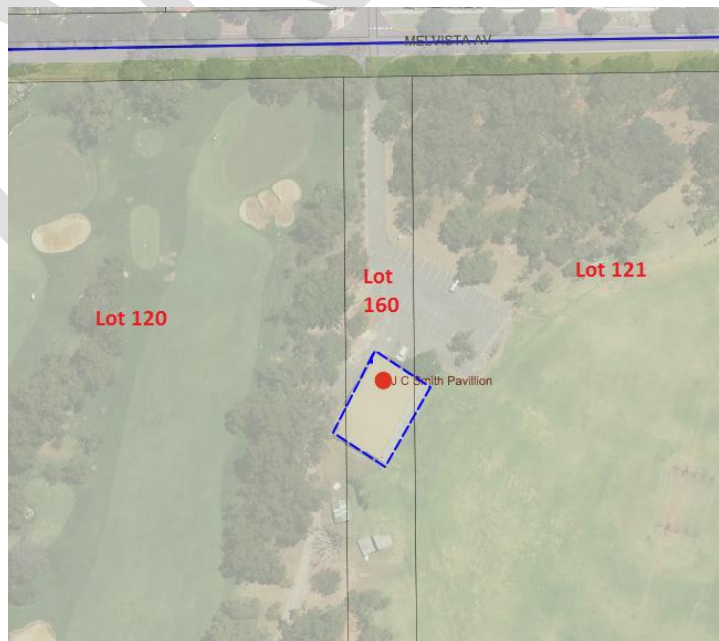
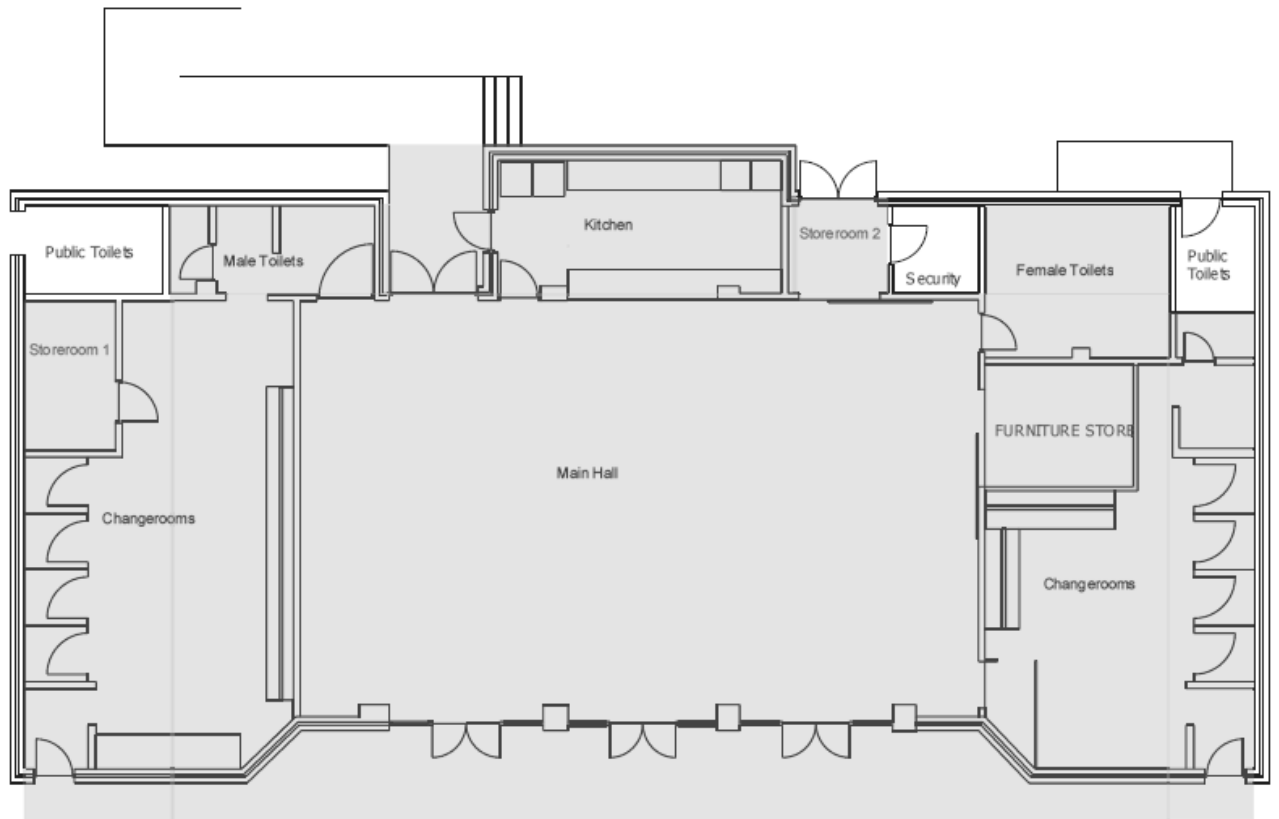
 Office Holder Sign

 Name:

 Address:

 Office Held:

Annexure 1 – Sketch of Licensed Area



Annexure 2 – Minister for Lands' consent

DRAFT

CPS18.19 List of Accounts Paid – September 2019	
Committee	12 November 2019
Council	26 November 2019
Applicant	City of Nedlands
Employee Disclosure under section 5.70 Local Government Act 1995	Nil.
Director	Lorraine Driscoll – Director Corporate & Strategy
Attachments	3. Creditor Payment Listing September 2019 4. Purchasing Card Payments September 2019 (29 th August 2019 – 28 th September 2019) 5. CEO Credit Card Listing June 2019 – September 2019

Executive Summary

In accordance with Regulation 13 of the *Local Government (Financial Management) Regulations 1996* Administration is required to present the List of Accounts Paid for the month to Council.

Recommendation to Committee

Council receives the List of Accounts Paid for the month of September 2019 (refer to attachments).

Discussion/Overview

Background

Regulation 13 of the *Local Government (Financial Management) Regulations 1996* requires a list of accounts paid to be prepared each month, showing each account paid since the last list was prepared. This list is to include the following information:

1. the payee's name;
2. the amount of the payment;
3. the date of the payment; and
4. sufficient information to identify the transaction.

The list is to be presented to the Council at the next ordinary meeting of the Council after the list is prepared and recorded in the minutes of that meeting.

Risk Management

The accounts payable procedures ensure that no fraudulent payments are made by the City, and these procedures are strictly adhered to by the officers. These include the final vetting of approved invoices by the Manager Finance and the Director Corporate and Strategy (or designated alternative officers).

Conclusion

The List of Accounts Paid for the month of September 2019 complies with the relevant legislation and can be received by Council (see attachments)

Consultation

Required by legislation:

Yes

No

Required by City of Nedlands policy:

Yes

No

Budget/Financial Implications

Nil.



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Westpac - Municipal Acct						
CHEQUE						
70321	I J COOK	06/09/2019	-1,700.00	RFND	VERGE BOND REFUND 6 WELD ST	1,700.00
70322	H NGUYEN	06/09/2019	-1,700.00	RFND	VERGE BOND REFUND 1/180 STIRLING HWY	1,700.00
70323	AMEREX PTY LTD	06/09/2019	-1,700.00	RFND	VERGE BOND REFUND 25 ORD ST	1,700.00
70324	RESIDENTIAL BUILDING WA	06/09/2019	-1,700.00	RFND	VERGE BOND REFUND 14 ALFRED ROAD	1,700.00
70325	DISTINCTIVE HOMES WA PTY LTD	06/09/2019	-1,700.00	RFND	VERGE BOND REFUND 9 WALBA	1,700.00
70326	G T CHONG	06/09/2019	-1,650.00	RFND	VERGE BOND REFUND 24 ARCHDEACON	1,650.00
70327	URBANE PROJECTS	06/09/2019	-1,650.00	RFND	VERGE BOND REFUND 11 ALLENBBY	1,650.00
70328	M W ROWNEY	13/09/2019	-56.00	INV	REFUND FOR OVERPAYMENT	56.00
70329	B W LAU & J A MAUREL & C M LAU	13/09/2019	-1,089.67	INV	RATES REFUND	1,089.67
70330	ALICE HOBSON ELLIS	13/09/2019	-150.00	INV	REFUND PARTIAL DOG REGISTRATION FEE. RCPT#560862	150.00
70331	K M MALISZEWSKI	13/09/2019	-1,560.00	RFND	VERGE BOND REFUND 70 VINCENT	1,560.00
70332	WEBB & BROWN NEAVES	13/09/2019	-1,560.00	RFND	VERGE BOND REFUND 70 VINCENT	1,560.00
70333	MS L CARROLL	13/09/2019	-231.00	RFND	HALL & KEY BOND REFUND	231.00
70334	CITY OF NEDLANDS - CASH CHEQUE / PE	13/09/2019	-384.80	INV	RECOUP PETTY CASH - ADMIN 04 SEPTEMBER 2019	384.80
70335	WATER CORPORATION	13/09/2019	-3,912.49	INV	TENNIS COURTS AT BRUCE ST- 4/6/19-2/8/19	242.41
				INV	54 BIRDWOOD PDE - 4/6/19-2/8/19	321.04
				INV	CLUB AT 140 MELVISTA AVE - 4/6/19-2/8/19	372.02
				INV	PARK AT MELVISTA AV- 4/6/19-2/8/19	619.76



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				INV	RD VERGE AT CNR STIRLING- 19/6/19-20/8/19	15.34
				INV	CENTRE AT MELVISAT AV - 19/6/19-20/8/19	742.39
				INV	DAYCARE CENTRE AT 100 PRINCESS RD 19/6/19-20/8/19	215.38
				INV	GARDEN AT 1-9 STIRLING HWY NEDLANDS -19/6/19-20/8/19	174.03
				INV	CENTRE AT MELVISTA AVENUE - 4/6/19-2/8/19	92.95
				INV	62 STIRLING HIGHWAY - 20/6/19-21/8/19	308.33
				INV	RESERVE AT 60 STIRLING HWAY - 20/6/19-21/8/19	303.63
				INV	21-23 TYRELL ST - 20/6/19-21/8/19	505.21
70337	MIA DAVIS	20/09/2019	-500.00	INV	EMERGE ART PRICE - WINNER - RESIDENTS AWARD	500.00
70338	HAWK CONSTRUCTIONS	20/09/2019	-37,500.00	RFND	WORKS BOND REFUND 2 JUTLAND PDE	37,500.00
70339	ESCAPE LANDSCAPE ARCHITECTURE	20/09/2019	-1,700.00	RFND	VERGE BOND REFUND 37 TYRELL	1,700.00
70340	T PIGDON	20/09/2019	-1,700.00	RFND	VERGE BOND REFUND 14 STRICKLAND	1,700.00
70341	S D BAILEY	20/09/2019	-1,700.00	RFND	VERGE BOND REFUND 77 THOMAS ST	1,700.00
70342	SUMMIT HOMES GROUP	20/09/2019	-1,700.00	RFND	VERGE BOND REFUND 36 LEON RD	1,700.00
70343	B P THOMSON	20/09/2019	-1,700.00	RFND	VERGE BOND REFUND 3 KINGSTON ST	1,700.00
70344	AUSCON BUILDERS PTY LTD	20/09/2019	-1,700.00	RFND	VERGE BOND REFUND 12 JAMES RD	1,700.00
70345	A J WINTER	20/09/2019	-1,700.00	RFND	VERGE BOND REFUND 73 ALDERBURY ST	1,700.00
70346	CITY OF NEDLANDS - PAYMENT TO MUNI	20/09/2019	-270.00	INV	LEAVING PRESENT FOR STAFF	100.00
				INV	CONTRIBUTION OF 17 YEARS OF SERVICE	170.00
70347	WATER CORPORATION	20/09/2019	-645.04	INV	HALL AT 45 MONASH AVENUE- 14/5/19-15/7/19	232.98
				INV	1/9/19-31/10/19 SMYTH RD SHENTON PARK	229.15
				INV	WATER CHARGES CROQUET CLUB, BRUCE ST, NEDLANDS	182.91
70348	MIA SAN MIA AUDREY GREIPL	23/09/2019	-105.00	INV	TRADING FEE	105.00



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70349	CITY OF NEDLANDS - CASH CHEQUE / PE	27/09/2019	-630.00	INV	RECOUPE PETTY CASH - TRESILLIAN - 25 SEPTEMBER 201	550.00
				INV	DEPARTURE GIFT FOR STAFF LEAVING	80.00
	Total CHEQUE		-\$72,294.00			
EFT						
PY01-05	WESTPAC - MUNICIPAL ACCT	03/09/2019	-365,583.22			
PY99-06	WESTPAC - MUNICIPAL ACCT	09/09/2019	-4,812.22			
PY01-06	WESTPAC - MUNICIPAL ACCT	17/09/2019	-368,271.98			
1161	EFT TRANSFER: - 06/09/2019	06/09/2019	-417,848.10	1161.100-01	Advantech Mobile Auto Electric	
				INV	Repair electro hydraulic control for trailer ramps	110.00
				INV	Remove faulty tail lamp clusters and fit and wire	275.00
				1161.10285-01	Horizons West Bus & Coachlines	
				INV	BUS TOURS	506.00
				1161.10731-01	Green Skills (Eco Jobs)	
				INV	Hire of ecojobs casual staff	2,394.56
				INV	Hire of ecojobs casual staff	2,356.22
				1161.10859-01	CSP Group Pty Ltd	
				INV	Buushcutter clutch springs. Fleet 445.	19.75
				1161.11410-01	Hays Specialist Recruitment Aust Pt	
				INV	Weekending 25/8/2019 Mower Operator	1,726.19
				INV	Landscape Gardener Week Ending 25 Aug 19	1,524.42
				INV	Landscape Gardener - W/E 25 Aug 19	1,120.90
				1161.11634-01	Ms N Horley	
				INV	Monthly allowance - September 2019	2,227.50
				1161.11693-01	Exteria Street + Park Outfitters	
				INV	Supply and Deliver HERITAGE GREEN Torrent	5,841.00
				INV	Supply and Deliver HERITAGE GREEN Torrent Drink	3,094.30
				1161.11723-01	Parks & Leisure Australia	
				INV	WA Curtin Uni grounds, garden & activation	484.00
				1161.11795-01	Mr J Donaldson	
				INV	RUBBISH COLLECTION	630.00
				1161.11804-01	WALGA	
				INV	LG Community Safety Conference 4th Sept 2019	99.00

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				INV	LG Community Safety Conference 4th Sept 2019	99.00
1161.12118-01	Mr I Argyle			INV	Monthly allowance - September 2019	2,227.50
1161.12120-01	Mr B G Hodsdon			INV	Monthly allowance - September 2019	2,227.50
1161.12278-01	Classic Tree Services			INV	Undertake PiCUS tomograph on Araucaria heterophyll	764.50
1161.12346-01	U N Nolli			INV	Tutor fee- art classes - 01/01-22/01 & 29/7-23/08	1,680.00
1161.12532-01	Total Eden Pty Ltd			INV	irrigation parts for Tresillian courtyard	507.31
1161.12544-01	Mrs T P James			INV	Monthly allowance - September 2019	2,227.50
1161.12563-01	AZ Clear			INV	Asbestos fragment emu pick Birdwood Parade	275.00
1161.12642-01	Domain Catering			INV	Catering Councillor Briefings	596.00
1161.12648-01	Mt Claremont Newsround			INV	Mt Claremont Newspapers July - December 2019	128.08
1161.12682-01	Synergy			INV	Electricity various leased buildings Jul/Aug 2019	2,138.00
				INV	ABerdare Rd - 22/6/19-19/8/19	419.18
				INV	Esplanade Nedlands -22/6/19-21/8/19	332.09
				INV	Electricity 22/06/19-21/08/2019 Esplanade Dalkeith	322.47
1161.12755-01	Irrigation Australia Ltd			INV	Irrigation Expo Attendance at Optus Stadium	588.50
1161.12826-01	C Schilizzi			INV	Tresillian Arts Centre - Tutor Fees - Term 3 2019	3,520.00
1161.12914-01	The Worm Shed			INV	Worm farm order - 2 locations	494.00
1161.12985-01	Mr R M Hipkins			INV	Monthly Allowance - September 2019	8,166.92
1161.13010-01	Spot on Print			INV	Staff business cards	86.90
1161.13093-01	D & T Asphalt Pty Ltd			INV	Various bitumen road repairs	4,308.78
1161.13267-01	Dept of Transport			INV	Disclosure of information fees	571.20



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				1161.13283-01	Databank Escrow Services Pty Ltd	
				INV	Escrow Annual Fee- Software agreement	190.60
				1161.133-01	Alinta Energy	
				INV	110 Smyth Rd - 23/5/19-21/8/19	58.05
				1161.13382-01	H & L Glass	
				INV	Repair chip in windscreen Fleet 1363.	110.00
				1161.13384-01	Harvey Fresh	
				INV	Standing Order - Weekly Milk Delivery	72.90
				1161.13412-01	Quick Corporate Australia	
				INV	Stationery supplies	56.25
				INV	Stationery supply	196.19
				1161.13437-01	Mowmaster Turf Equipment	
				INV	Supply & fit new carby to genset/compressor	471.06
				1161.13718-01	South East Regional Centre for Urba	
				INV	Maintenance Birdwood Parade	1,841.23
				INV	Weed Management- Hollywood reserve	2,731.17
				1161.13720-01	WA Bluemetal	
				INV	Supply of road base as per quotation # 2700	866.12
				1161.13733-01	West Coast Spring Water P/L	
				INV	15L Cooler bottle water supply to NCC	8.50
				1161.13741-01	Dave's Landscaping & Brickpaving	
				INV	Repair water damaged paving at cnr of Bulimba	1,378.00
				1161.13775-01	Australia Post - 604909	
				INV	Late payment charge	4.18
				1161.13812-01	Mrs N M Ceric	
				INV	Mobile reimbursement - August 2019	30.00
				1161.13846-01	Mr N W Shaw	
				INV	Monthly allowance - September 2019	2,227.50
				1161.13857-01	Mr L McManus	
				INV	Monthly allowance - September 2019	2,227.50
				1161.13932-01	The Information Management Group Pt	
				INV	Archives and Storage- 1/07/19-31/7/19	1,799.99
				1161.14001-01	Humaan Pty Ltd	
				INV	Upgrade Whadjuk Trails Website	6,600.00
				1161.14005-01	Perth Energy Pty Ltd	
				INV	Various locations - 25/7/19-22/8/19	7,445.57
				1161.14080-01	Randstad	
				INV	Payment for agency	343.86



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				INV	Payment for the agency staff	275.09
				INV	Payment for the agency staff	298.01
				INV	payment for agency staff	275.09
1161.14123-01	Mr J D Wetherall			INV	Monthly allowance - September 2019	2,227.50
1161.14164-01	Ms S Hibbert			INV	Tresillian Arts Centre - Term 3 9/07/2019 - 20/09	2,394.00
1161.14170-01	Civcon Civil & Project Management			INV	Project No: C8292 - Progress Claim 1	5,627.38
1161.14232-01	Mr G Hay			INV	Monthly allowance - September 2019	2,227.50
1161.14233-01	Ms K A Smyth			INV	Monthly allowance -September 2019	2,227.50
1161.14386-01	Adelphi Apparel			INV	Ranger Uniform Shirt, Ranger Uniform Jacket, etc	737.32
1161.14392-01	Rob Forlani Art			INV	Tresillian Arts Centre - Tutor Fees - Term 3 2019	2,160.00
1161.14407-01	BCE Surveying			INV	Initial investigation and survey - Easement Crea	1,595.00
1161.14417-01	Esafe Services Pty Ltd			INV	Annual testing and tagging of City Equipment	2,079.33
1161.14462-01	Ms N Grant			INV	Tresillian Arts Centre - Tutor Fees - Term 3 2019	1,308.00
1161.14602-01	Professional Tree Surgeons			INV	Pruning close to the residential areas	4,048.00
1161.14693-01	Easi			INV	Tree work carried	2,882.00
				INV	Payroll Deduction	870.29
				INV	Payroll Deduction	1,617.11
1161.14840-01	Domain Glass Pty Ltd			INV	Remove and replace existing windows with 2 double	3,107.50
1161.14888-01	Corsign WA Pty Ltd			INV	parking sign order for depot parking upgrades	352.00
				INV	street blade repair for Kennedia Lane	76.73
1161.14932-01	Aus Chill Technical Services Pty Lt			INV	Nedlands Library - Humidyfier servicing	198.00
1161.14952-01	Mr W R Hassell			INV	Monthly Allowance - September 2019	3,547.38



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				1161.14960-01	Anna Ruocco	
				INV	Tresillian Arts Centre - Tutor Fees - Term 3 2019	1,240.00
				1161.14972-01	Allwestplant hire Australia Pty Ltd	
				INV	Remove broken manhole cover and install new cover	1,689.60
				1161.14992-01	Aspiring Art - Natalie Zuchetti	
				INV	Term 3 Weekend Workshop	520.00
					Sculpture - Tutor fee	
				1161.15005-01	Beclarwise	
				INV	FNE 01 September 2019- INV- 128922	729.99
				1161.15010-01	AHG Trade Parts Pty Ltd	
				INV	Ford filter kits 15 each as per quote #208007T.	1,276.61
				1161.15082-01	Ms M Benitez Ines	
				INV	Tutor fee - Week 1-4 - 01/01-22/01 2019	840.00
				1161.15122-01	CTI Couriers Pty Ltd	
				INV	Courier between Western Suburbs libraries July 19	459.95
				1161.15125-01	Selectus Pty Ltd	
				INV	Payment for novated car lease- FNE 01 Sept 2019	427.26
				1161.15211-01	Officeworks Ltd	
				INV	Aqua To Go 12L Spring Water Cooler Bottle - ASAQ2G	88.32
				1161.15224-01	Boyan Electrical Services	
				INV	Supply and replace old light fitting with LED	582.24
				INV	Cruikshank Oval - Reset RCD in sports pole	267.08
				INV	Cruikshank Oval - Reset RCD in sports pole	95.82
				INV	Replaced lamp to pole number 7	441.19
				INV	Replaced street light number 1	441.19
				INV	Replaced lamp to light out in medium strip	509.39
				INV	Supply and replace old light fitting with LED	254.86
				INV	Cruikshank Oval - Reset RCD in sports pole	243.48
				INV	Supply and replace dishwasher outlet -	122.86
				INV	Supply and replace old light fitting with LED	76.66
				INV	Supply and replace old light fitting with LED	263.51
				1161.15236-01	Suez Recycling & Recovery (Perth) P	
				INV	Waste disposal- Putrescible- July 2019	21,699.30
				INV	Waste services - July 2019	41,287.22
				INV	General waste collection service July 2019	1,629.38
				INV	Greenwaste and Recycling materials- July 2019	1,601.91
				1161.15388-01	Landscape and Maintenance Solutions	
				INV	Verge Mowing Services as per contract - RFQ	6,928.35



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				1161.15401-01	WINC Australia Pty Ltd (Previous na	
				INV	Depot Kitchen supplies	153.88
				INV	Nedlands library stationary order	205.41
				1161.15426-01	Ms C M De Lacy	
				INV	Monthly allowance - September 2019	2,227.50
				1161.15427-01	Mr A W Mangano	
				INV	Monthly allowance - September 2019	2,227.50
				1161.15428-01	Miss K Gillespie	
				INV	Sale of artwork # 182, 223,224,245	105.00
				1161.15468-01	Street Hassle Events	
				INV	Consultant Event Services for the City of Nedlands	11,706.20
				1161.15588-01	JP Pallets	
				INV	Secondhand 1 Tonne Rated Pallet SH1734	588.50
				1161.15611-01	Living Turf	
				INV	Supply & apply 1,020L of 'Ironman' fertiliser	6,594.50
				1161.15630-01	Spookfish Australia Pty Ltd	
				INV	Orthoconnect Aerial Photography- 8/8/19-8/8/20	10,731.60
				1161.15638-01	Advanced Traffic Management (WA) Pt	
				INV	Standing order to provide Traffic Management	1,230.42
				INV	Standing order to provide Traffic Management	1,487.92
				INV	Standing order to provide Traffic Management	674.74
				INV	Traffic Management greenways maintenance	1,781.96
				INV	Standing order to provide Traffic Management	1,151.03
				INV	Standing order to provide Traffic Management	992.41
				1161.15685-01	Smart Office Systems	
				INV	Share point professional Services- David Dunn	6,572.50
				INV	Share point professional Services- David Haywood	5,435.83
				1161.15768-01	Premier Tools - Red Cortina Pty Ltd	
				INV	SGDX60BR Screwdriver Combi Set.	258.50
				1161.15774-01	Cloud Collections Pty Ltd	
				INV	Rates outstanding debt collection for 2018-19	212.19
				1161.15858-01	Richards Tyrepower	
				INV	Journey 26x12.00-12 8 ply tyre. Fleet 321.	225.00
				1161.15931-01	Aqua Filter Services	
				INV	Hot water maintenance - MTCC Hakea Hall	284.90
				INV	Annual Filter water hire and service- Tresillian	38.50
				INV	Hot water unit maintenance - Tuart Room	284.90
				1161.15933-01	CMS Electracom	



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				INV	Power supplies and rail replacements public area	772.50
1161.15946-01	Apache Plumbing and Gas			INV	Attend to external blocked drain - MTCC	220.00
1161.15947-01	Diamond Dry Cleaners			INV	ongoing standing order for new supplier	50.00
1161.15960-01	Active Pest Management WA Pty Ltd			INV	PRCC Child Care - August	154.00
				INV	NCC monthly pest control	297.00
				INV	Adam Armstrong Pavilion	297.00
				INV	NCC monthly pest control	264.00
				INV	NCC monthly pest control	154.00
1161.15988-01	Mrs R J Mitchell			INV	Refund partial dog registration fee	150.00
1161.2030-01	Child Support Registrar			INV	Payroll Deduction	581.70
1161.2257-01	Ellenby Tree Farm Pty Ltd			INV	30 x Pistacia chiensis, Chinese pistachio 400 Ltr	19,800.00
				INV	10 Kg Bucket of MycoApply Mycorrhizal Fungi	797.50
1161.2690-01	Galvins Plumbing Supplies			INV	3x EZY SATL604515 to raise Comms lids at John XXI	256.58
1161.360-01	Australia Post			INV	Total supply for period ending 30/6/19	21.19
				INV	Total supplies ending 31/5/19	18.65
1161.3616-01	J & K Hopkins			INV	Supply new office chair at Depot for works dept	159.00
1161.380-01	Australian Taxation Office			INV	Payroll Deduction	231.00
				INV	Payroll Deduction	126,240.50
1161.4020-01	L & T Venables Pty Ltd			INV	8mm X 75mm full thread cad plated bolts & nuts	395.01
1161.4040-01	The Lane Bookshop			INV	Adult local stock as selected on web order	143.85
1161.5850-01	Soundpack Solutions			INV	Nedlands library stationary order	876.70
1161.6983-01	Telstra Corporation Ltd			INV	Asset adjustment - Raise Level and replace asbest	1,948.10
1161.7675-01	Landgate - GRV			INV	2019/20 GRV Interim Valuation Schedules	374.97



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				1161.8110-01	Wattleup Tractors	
				INV	Repairs on site to high/low range shifter on Iseki	506.00
				1161.8242-01	Western Metropolitan Regional Council	
				INV	WASTE DISPOSAL	309.12
				INV	WASTE DISPOSAL	1,064.00
1162	EFT TRANSFER: - 13/09/2019	13/09/2019	-195,825.12	1162.100-01	Advantech Mobile Auto Electrics	
				INV	Download engine fault codes on Toyota Bus Flt 916	110.00
				1162.10731-01	Green Skills (Eco Jobs)	
				INV	Spring weed control maintenance 24, 25 & 29 July19	1,511.73
				INV	Greenways maintenance various locations 1 & 2 Aug	3,234.19
				INV	Fuel load reduction Shenton Bushland	4,020.17
				1162.10895-01	State Library of WA	
				INV	Annual fee for lost and damaged material-2019-2020	2,970.00
				1162.11284-01	Australia Post	
				INV	POSTAGE	4,864.22
				1162.11954-01	Carealot Home Health Services Pty L	
				INV	Provision of casual domestic, personal and social	401.50
				1162.12563-01	AZ Clear	
				INV	Maisonettes Carpark Project	550.00
					Removal of 10m of Asbe	
				1162.12644-01	Connect Call Centre Services (Previ	
				INV	After hours calls - July 2019	429.00
				1162.12682-01	Synergy	
				INV	Group electricity 26/07/2019 - 28/8/2019	388.95
				INV	Electricity UMS assets 1/8/2019 - 2/9/2019	1,508.38
				INV	Group electricity charges 27/8/19 - 30/8/19	9,297.41
				1162.12777-01	Perth Irrigation Centre	
				INV	Irrigation parts for David Cruickshank oval	172.15
				1162.13042-01	Totally Workwear - Mount Hawthorn	
				INV	PPE	171.00
				INV	PPE	523.32
				INV	1 pair of work boots	153.00
				INV	PPE	626.32
				INV	PPE 00061097	527.59
				1162.13064-01	Colleagues Nagels Pty Ltd	
				INV	Infringement Tickets - 2000 - Bixolon SPP R310	1,982.69
				1162.13093-01	D & T Asphalt Pty Ltd	
				INV	Road repair including truk hires & asphalt supply	3,107.25



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				1162.133-01	Alinta Energy	
				INV	GAS CHARGES 123 Melvista Av 31/5/19-28/8/19	35.95
				INV	21 Tyrell St - 30/5/19-28/8/19	188.00
				1162.13382-01	H & L Glass	
				INV	Supply & fit new windscreen to Hino Fleet 118.	440.00
				1162.13384-01	Harvey Fresh	
				INV	Standing Order - Weekly Milk Delivery	75.06
				1162.13412-01	Quick Corporate Australia	
				INV	Stationery	21.08
				INV	Office supplies	509.44
				1162.13443-01	Centurion Temporary Fencing	
				INV	Allen Park - Supply deliver and install 17.5 linea	385.00
				1162.13506-01	C Marinovich	
				INV	Tresillian Arts Centre - Tutor Fees - Term 3 2019	1,774.00
				1162.13718-01	South East Regional Centre for Urba	
				INV	Reversing Credit Note A0003102 (PO538426)	163.00
				1162.13741-01	Dave's Landscaping & Brickpaving	
				INV	3 tree pits with porous paving	990.00
				1162.13775-01	Australia Post - 604909	
				INV	Standing order - Reply Paid Letters - Small	45.14
				1162.13793-01	The Beeman	
				INV	Treatment for bees in tree	220.00
				1162.13842-01	Tree Amigos Tree Surgeons Pty Ltd	
				INV	Refer to quote 170619-3. Arboricultural services	671.00
				INV	Refer to quote 170619-5. Arboricultural services	671.00
				INV	Refer to quote 170619-7. Arboricultural services	959.20
				INV	Refer to quote 170619-6. Arboricultural services	1,174.25
				INV	Refer to quote 170619-2. Arboricultural services	510.13
				1162.13946-01	Plants and Garden Rentals	
				INV	Plant rental - Admin - September 2019	256.58
				INV	Plant rental - DEPOT - September 2019	210.65
				1162.14004-01	Drainflow Services Pty Ltd	
				INV	City wide road sweeping including paths	16,390.00
				INV	Provide eduction services to citywide drainage pit	3,755.90
				INV	Provide eduction services to citywide drainage pit	4,888.24
				INV	Standing order for eduction and jetting of distrib	15,312.00
				1162.14080-01	Randstad	
				INV	Pay for agency staff	229.24



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				INV	Pay for agency staff	275.09
				1162.14164-01	Ms S Hibbert	
				INV	Artwork sales	1,512.00
				1162.14170-01	Civcon Civil & Project Management	
				INV	Project No: C8294 Progress Claim 1	13,203.44
				1162.14238-01	Ms J Rogers	
				INV	Colour Theory and Practice Basics Workshop 24/08/2	208.00
				1162.14243-01	Hudson Global Resources	
				INV	Agency staff Mary Hopper for Finance department	2,202.37
				INV	Agency staff Mary Hopper for Finance department	2,202.37
				1162.14252-01	All Fencing Perth	
				INV	Supply & install new colorbond fencing for Maisone	1,400.00
				1162.14602-01	Professional Tree Surgeons	
				INV	Pruning at Allen Park Reserve as Quote T1041	5,918.00
				1162.14681-01	Internode Pty Ltd	
				INV	Internode IDC COLO: Full Rack Next DC Sept Charges	2,950.50
				1162.14774-01	T J Depiazzi & Sons	
				INV	Supply and deliver 20m2 of coarse bushland mulch a	1,133.00
				1162.14874-01	Junk Removal	
				INV	Collection of illegally dumped rubbish	100.00
				INV	Collection of illegally dumped rubbish	100.00
				1162.14895-01	Data Documents	
				INV	Supply of August to December 2019 Subjects	467.50
				1162.15019-01	Moore Stephens (WA) Pty Ltd	
				INV	2018/19 Financial Workshop materials	1,045.00
				1162.15097-01	Central Regional TAFE	
				INV	Ranger Services - Gerard Cole - Certificate IV Loc	673.44
				1162.15193-01	Great Southern Fuel Supplies	
				INV	Bulk delivery of 4,200 litres diesel fuel to tank	5,913.20
				INV	Bulk delivery of 4,204 litres unleaded fuel to tan	5,570.55
				1162.15211-01	Officeworks Ltd	
				INV	General Office Stationery Items for Depot	457.23
				1162.15224-01	Boyan Electrical Services	
				INV	Supply and replace the lamp Vincent and Melvista	214.59
				INV	Supply and replace the lamp - Melvista Car Park	509.39
				INV	Various electrical works - Remove and replace	7,769.28
				INV	Supply and replace street lights- Melvista Car Par	818.58
				INV	Supply and replace faulty ballast - Princess&Taulo	351.58



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				INV	Supply and replace faulty lamp- Princess and Bruce	424.78
				INV	Check the uplights - Princess and Vincent	214.59
				INV	Attend to Northern BBQ not working	114.99
				INV	Refer to PO 538873. CN34030	214.16
				INV	Mt Claremont Community Centre - Upgrade of Electri	2,700.50
				INV	Supply and replace the lamp - Princess & Taylor	776.78
				INV	Supply and replace the lamp -Peace memorial rose g	509.39
				INV	Supply and replace the lamp MTCC	441.19
				INV	Attend to carpark light - Swanbourne Reserve	509.39
				INV	Attend to damaged light at Swanbourne Beach	553.81
				1162.15249-01	Cobblestone Concrete	
				INV	Repair damaged footpath and kerb- PO 538811	898.59
				1162.15297-01	Mrs C Monro	
				INV	Yoga and Chair Yoga for Seniors Classes in August	350.00
				1162.15428-01	Miss K Gillespie	
				INV	Tresillian Arts Centre - Tutor Fees - Term 3 2019	2,184.00
				1162.15539-01	Southern Cross Protection Pty Ltd	
				INV	Monthly secure banking service fee for July 2019	566.50
				1162.15564-01	Cascada (Access Icon Pty Ltd)	
				INV	Supply of 406W12 drainage materials for city, etc	5,984.00
				1162.15636-01	New Style Carpentry	
				INV	Hang new doors - College Park Family Centre	250.00
				1162.15638-01	Advanced Traffic Management (WA) Pt	
				INV	4 traffic controllers with signs and cones	1,327.33
				1162.15662-01	S Anderson	
				INV	Oral history	900.00
				1162.15689-01	Carroll Leesa	
				INV	Zumba Gold Cover for August 14 class @ \$80	80.00
				1162.15769-01	Top of the Ladder Gutter Cleaning	
				INV	Autumn / August Monthly gutter clean and main, etc	880.00
				1162.15858-01	Richards Tyrepower	
				INV	400x5 Turf tyres and tubes. Fleet 311.	146.00
				INV	Puncture repair 195-85-16. Hino Flt 107.	35.00
				1162.15878-01	Westend Plumbing & Gas	
				INV	Attend to toilet blockage public toilets	121.00
				INV	After hours call out for running tap, isolate leak	634.04
				INV	Install pre-lays for concrete pad and install	2,795.10
				INV	Swanbourne Beach Oval - Supply and install stainle	132.00



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				1162.15897-01	QTM Pty Ltd	
				INV	Traffic Management Plan for Summer Concerts 2020	596.20
				1162.15915-01	A Curtin	
				INV	Subjects of Note Author talk - Tuesday 13 August 2	350.00
				1162.15928-01	Colour Flow Painting Services	
				INV	Re-paint office ceiling after hours - Administrati	385.00
				INV	Strip, patch and re-paint 2 bays of double windows	1,400.00
				1162.15939-01	J Marron	
				INV	Tresillian Arts Centre - Tutor Fees - Term 2 2019	208.00
				1162.15946-01	Apache Plumbing and Gas	
				INV	Plumbing works - Maisonettes	115.50
				1162.15951-01	Dog Whispering	
				INV	Professional Advice - Dog Barking Investigation	160.00
				1162.15957-01	Watertight Plumbing & Gas	
				INV	Attend to toilet blockage in staff toilet	330.00
				INV	Attend to Blocked hand Basin	561.00
				1162.15960-01	Active Pest Management WA Pty Ltd	
				INV	Charles Court Reserve Public Toilets - August	88.00
				INV	Memorial Rose Garden Public Toilets - August	88.00
				INV	John Leckie Pavilion - August	330.00
				INV	Mt Claremont Oval Change Rooms - August	154.00
				INV	Hollywood Tennis Courts Public Toilets - August	88.00
				INV	All abilities play space public toilets - August	88.00
				INV	Friends of Allen Park Cottage - August	132.00
				INV	Nedlands Library - August Pest Control	330.00
				INV	Beaton Park Public Toilets - August	88.00
				INV	Mt Claremont Community Centre - August	275.00
				INV	John XXIII Yard - August Pest Control	121.00
				INV	Drabble House Pest Control - August	297.00
				INV	The Cottage - August Pest Control	176.00
				1162.15987-01	Harvey Norman AV/IT Superstore Osbo	
				INV	New dishwasher for Nedlands Library	1,180.00
				1162.15989-01	H F Park	
				INV	Infringement Notice 3039972 refund payment	70.00
				1162.15990-01	E Rayner	
				INV	Band for Emerge Art Award	150.00
				1162.15991-01	Gary Shaw & Craig Baker	
				INV	Refund partial dog registration fee - Recpt 564757	150.00



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				1162.15996-01	Leanne Smith	
				INV	Proceeds from sale of artwork # 43, 45, 57	927.50
				1162.210-01	Apace Aid Inc	
				INV	Shenton Bushland local provenance seedlings	731.54
				INV	Plant stock Mooro Park, Heritage Lane and Pine	356.40
				INV	Tre Shenton Bushland local provenance seedlings	1,413.50
				1162.2690-01	Galvins Plumbing Supplies	
				INV	Annie Dorrington Park (St Johns Wood Bld POS)	178.23
				1162.3475-01	J Blackwood & Son Ltd	
				INV	PPE work uniform	123.96
				1162.3840-01	Kenyon & Company Pty Ltd	
				INV	Narva switches, open door switches. trailer lamps,	396.99
				1162.4120-01	Lightning Laundry	
				INV	laundry from the 15th- 31st July	324.72
				1162.4500-01	McLeods Barristers & Solicitors	
				INV	Legal matter	464.73
				INV	Legal Matter	800.65
				INV	Legal Matter	305.93
				INV	Legal Matter	489.97
				INV	Legal Matter	200.86
				1162.5682-01	Sale & Service	
				INV	Filter kit as per quotes #66865	333.82
				INV	Hino filter kit as per quote # 66864.	880.68
				INV	Hino filter kit as per quote # 66863	538.83
				1162.8169-01	Westbooks	
				INV	Adult local stock as selected on Web order - Mt C	292.93
				INV	Nedlands Library adult local stock orders as selec	170.02
				INV	Junior local stock as selected on web order - MtC	11.19
				INV	Junior local stock as selected on web order - Nedl	72.55
				INV	Adult local stock as selected on web order - Nedl	666.75
				1162.8242-01	Western Metropolitan Regional Council	
				INV	WASTE DISPOSAL	572.32
				INV	WASTE DISPOSAL	646.16
				INV	WASTE DISPOSAL	643.52
				INV	WASTE DISPOSAL	209.28
				INV	WASTE DISPOSAL	115.68
				INV	WASTE DISPOSAL	493.00
				1162.855-01	Dept of Mines, Industry Regulations	



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				INV	Return and reconciliation - August 2019	5,588.19
				1162.860-01	Bunnings Group Limited	
				INV	Open order for Parks Division - Irrigation Unit	79.70
				INV	Open order for Parks Division - Irrigation Unit fo	238.96
				1162.880-01	Bunzl Limited	
				INV	Hygienic supplies for various buildings	1,471.57
				1162.9876-01	Priestman & Sharp	
				INV	Panel and paint repairs as per quote 21051. Fleet1	3,012.31
1163	EFT TRANSFER: - 13/09/2019	13/09/2019	-16,684.95	1163.15651-01	B Lai	
				INV	Rates Refund	58.45
				1163.15981-01	F L Sweeney	
				INV	Rates Refund	324.24
				1163.15982-01	U P Arunasalam	
				INV	Rates Refund	5,647.00
				1163.15983-01	Ms S W Neo	
				INV	Rates Refund	70.00
				1163.15994-01	Ramsay Health - Hollywood Hospital	
				INV	Rates Refund	4,475.07
				INV	Rates Refund	6,110.19
1164	EFT TRANSFER: - 20/09/2019	20/09/2019	-1,708,456.24	1164.10056-01	City of Nedlands - Social Club	
				INV	Payroll Deduction	294.00
				INV	Payroll Deduction	294.00
				1164.10394-01	Western Power Corporation - Undergr	
				INV	CS000039 City of Nedlands Hollywood East Enquiryfe	3,850.00
				INV	CS000038 City of Nedlands Floreat- Enquiry fee	3,850.00
				INV	CS000037 City of Nedlands Mt Claremont- Enquiry fe	3,850.00
				1164.11410-01	Hays Specialist Recruitment Aust Pt	
				INV	Landscape Gardener	1,883.11
				INV	Landscape Gardener - W/E 1/09/19	1,883.11
				INV	Landscape Gardener - W/E 08/09/19	381.11
				1164.11760-01	Forcorp Pty Ltd	
				INV	LED traffic director 24 volt .. Fleet 104.	1,309.00
				1164.11975-01	JLR Pumps	
				INV	Lawler Park - The Southern Cross LA-A 41/11stg	7,554.80
				1164.11985-01	Budget Kerbing WA	
				INV	Minimum charge to remove and replace damaged kerbi	660.00
				1164.12120-01	Mr B G Hodsdon	



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				INV	Reimbursement of legal fees	3,173.88
1164.12350-01	Capital Recycling			INV	Standing order for waste removal from John XXIII	1,173.93
1164.12532-01	Total Eden Pty Ltd			INV	Irrigation fittings for Allen Park	612.31
1164.12642-01	Domain Catering			INV	Catering Councillor Briefings	564.00
1164.12682-01	Synergy			INV	John Xxiii Mt Claremont - 4/7/19-28/8/19	117.34
				INV	Total streetlights - 2336 - 1/8/19-2/9/19	42,459.38
1164.13280-01	Accessible Transit Specialists			INV	Repair to wheelchair lift on Mercedes bus Fit 217	352.00
1164.133-01	Alinta Energy			INV	95 WaratahAve 11 June 2019-5 Sept 2019	39.15
				INV	Gas charges 97 Waratah Ave 11/6/19-5/9/19	24.95
				INV	GAS CHARGES - 12/6/19-6/9/19	426.30
1164.13327-01	By Word of Mouth Catering			INV	Catering for Council Meeting 27 August 2019	693.00
1164.13404-01	Apple Pty Ltd			INV	IPhone 8 64GB Rose Gold	920.70
1164.13428-01	Lock Stock & Farrell Locksmith Pty			INV	Supply lock for Tresillian Art Centre	146.55
1164.13652-01	Sustainable Outdoors			INV	Greenways maintenance various location	22,890.45
1164.13713-01	Sonic HealthPlus Pty Ltd			INV	Pre-employment medical - PRCC - LS	249.70
1164.13733-01	West Coast Spring Water P/L			INV	15L Cooler bottle water supply to NCC	8.50
1164.13842-01	Tree Amigos Tree Surgeons Pty Ltd			INV	Grind stump at 9 Bedford St NEDLANDS - 48cm	1,248.96
1164.14002-01	Tunnel Vision WA Pty Ltd			INV	Inspected blocked drains	473.00
1164.14004-01	Drainflow Services Pty Ltd			INV	The Cleaning of the top ponds at Daran Park	4,149.75
				INV	Provide education services to citywide drainage pit	1,227.26
1164.14075-01	Austin Computers			INV	2 X Ubiquiti US-24-250W-AU UniFi 24-port Managed	1,398.00
1164.14234-01	Insight Enterprises Australia Pty L					



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				INV	Software License-Microsoft Project Online	2,901.89
1164.14252-01	All Fencing Perth			INV	Fencing repairs at Maisonettes	250.00
1164.14510-01	JB Hi-Fi Group Pty Ltd			INV	Mobile Phone- Huawei Mate 20 Pro	811.00
1164.14670-01	Protek 24/7			INV	Urgent repair of hazardous playground fence	1,562.00
1164.14693-01	Easi			INV	Payroll Deduction	870.29
				INV	Payroll Deduction	1,617.11
1164.14731-01	Newton-Burriss Carpentry			INV	Repair of park furniture at various sites	495.00
1164.14874-01	Junk Removal			INV	Collection of 17 trestle tables from the Mt Clarem	120.00
1164.15000-01	SantePlus -Smith, Christine Denis A			INV	Chair Yoga cover on 6 August	60.00
1164.15005-01	Becarwise			INV	Novated car lease - FNE 15 Sept 2019	729.99
1164.15074-01	Bandit Tree Equipment			INV	Sharpen chipper knives+hardware. Fleet 319.	500.72
1164.15125-01	Selectus Pty Ltd			INV	Novated car lease payment - FNE 15 Sept 2019	427.26
1164.15166-01	WA Shotcrete Services Pty Ltd			INV	Pressure clean and prepare both the inner and oute	11,660.00
1164.15167-01	Elmari Steyn Trading as Wonky Moon			INV	Tresillian Arts Centre - Tutor Fees - Term 3 2019	1,040.00
1164.15193-01	Great Southern Fuel Supplies			INV	Bulk delivery of 4,2002tres unleaded fuel	5,603.91
1164.15211-01	Officeworks Ltd			INV	General Office Stationery Items for Depot	4.22
1164.15224-01	Boyan Electrical Services			INV	Mt Claremont Community Centre - Upgrade of Se	7,650.50
				INV	Asquith Park - To supply a custom aluminium lockab	2,987.60
1164.15401-01	WINC Australia Pty Ltd (Previous na			INV	Replacement toilet roll dispensers - Mt Claremont	137.74
				INV	Depot Kitchen supplies	237.95
1164.15507-01	Global Food Safety Auditing			INV	Food auditing fees	451.00



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				1164.15554-01	Signify Australia Ltd (Old Name:	
				INV	Central Management Software	2,310.00
					Philips City Touch Con	
				1164.15564-01	Cascada (Access Icon Pty Ltd)	
				INV	Supply of 406W12 drainage materials for city	1,375.00
				1164.15592-01	Native Plant WA	
				INV	Plant stock greenways, Plant stock Montgomery	700.00
				INV	Plant stock greenways, Plant stock Montgomery	475.00
				1164.15638-01	Advanced Traffic Management (WA) Pt	
				INV	Standing order to provide Traffic Management	2,230.54
				INV	Standing order to provide Traffic Management	1,825.78
				INV	Standing order to provide Traffic Management	635.05
				INV	Standing order to provide Traffic Management	1,108.80
				1164.15643-01	Mowmentum	
				INV	Fortnightly mowing services -Beaton Park	154.00
				1164.15655-01	Mr R Jutras-Minett	
				INV	Annual membership - 2019-2020	632.00
				1164.15715-01	Noel D Miller	
				INV	Consultant services to provide electrical sub-mete	200.00
				1164.15717-01	Source Foods - Tyrant Holdings Pty	
				INV	Catering for Volunteer Management Training Worksho	307.90
				1164.15763-01	Specialized Tilt Tray & Towing	
				INV	Towing of abandoned Vehicle Y3386	165.00
				1164.15779-01	CSCH Pty Ltd T/A Charles Service Co	
				INV	CleEmergency Call out - JC smith Public Toilet	90.20
				1164.15802-01	New Ground Water Services	
				INV	Irrigation design changes to the existing design	1,166.00
				1164.15858-01	Richards Tyrepower	
				INV	Puncture repair 255/70R16. Ford Fleet 216.	30.00
				1164.15931-01	Aqua Filter Services	
				INV	Allen Park - Hot water boiling unit - 6 month	38.50
				1164.15947-01	Diamond Dry Cleaners	
				INV	Drycleaning services	50.00
				1164.15960-01	Active Pest Management WA Pty Ltd	
				INV	NCC monthly pest control	88.00
				INV	Allen Park Lower Pavilion - August	154.00
				INV	Tersillian Community Centre - August	440.00
				INV	Depot - Aug Pest Control	440.00



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				INV	Hackett Playgroup - Aug	154.00
				INV	Administration Building - August	440.00
				1164.15966-01	Imprint Rubber Stamps(Rubber Stamps	
				INV	Trodat 4750 - Self Inking Date Stamp	83.50
				INV	Trodat 4926 - 75mm x 38mm - Self Inking Stamp	218.30
				INV	Custom Self inking rubber date stamp with Signatur	73.10
				1164.15970-01	Michelle Kelly	
				INV	Yoga/chair Yoga for seniors classes x11,13,18	180.00
				INV	Yoga for seniors classes x 2 on August 29 & Sep 5	120.00
				1164.15972-01	Roadshow Public Performance Licensi	
				INV	Blanket licence for movies - July 2019 to June2020	275.00
				1164.15992-01	Ned's Cafe	
				INV	Refund for 2019-2020 outdoor dining licence fee	395.46
				1164.15995-01	Helen McLennan	
				INV	Hall Booking refund	206.00
				1164.2030-01	Child Support Registrar	
				INV	Payroll Deduction	668.05
				1164.2048-01	Tillys Home Helpers	
				INV	Provision of Gardening Service to HACC Clients	396.00
				1164.2600-01	Forpark Australia	
				INV	Removal and disposal of existing 'Ezy Rider'	33,550.00
				1164.345-01	Environmental Health Aust WA Inc	
				INV	Environmental Health Australia EHA Conference 2019	2,710.00
				1164.380-01	Australian Taxation Office	
				INV	Payroll Deduction	129,542.00
				INV	Payroll Deduction	2,097.00
				1164.400-01	Australian Services Union	
				INV	Payroll Deduction	67.70
				INV	Payroll Deduction	67.70
				1164.4040-01	The Lane Bookshop	
				INV	Adult local stock as selected on web order	191.94
				1164.4150-01	LO-GO Appointments	
				INV	Weekending 22/12/2018 Mower Operator	1,968.12
				1164.5080-01	Oce Australia Ltd	
				INV	SO 2019-20 Basic Charges for Admin OCE Color Wave	227.30
				INV	SO 2019 Basic charges at Depot OCE Color Wave 550	227.30
				1164.640-01	Benara Nurseries	
				INV	ficinia nodos 140mm \$4.94 + gst. qty 35	231.06



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				INV	\$5.98 + gst. 10x alternanthera little ruby 14, etc	65.78
				1164.6983-01	Telstra Corporation Ltd	
				INV	PHONE CHARGES - 21 Sept 2019	550.49
				1164.7840-01	Dept of Fire and Emergency Services	
				INV	2019/20 ESL Quarter 1 contribution	1,338,162.11
				1164.8169-01	Westbooks	
				INV	Junior local stock as selected on web order - Nedl	84.64
				INV	Adult local stock as selected on web order - Nedl	104.95
				INV	Nedlands Library adult local stock	90.27
				INV	Adult local stock as selected on Web order - Mt C	23.09
				INV	Adult local stock as selected on Web order - Mt C	23.09
				INV	Adult local stock as selected on web order - Nedl	24.50
				INV	Adult local stock as selected on web order - Nedl	55.98
				INV	Junior local stock as selected on web order - Nedl	24.50
				INV	Junior local stock as selected on web order - MtC	34.98
				INV	Adult local stock as selected on Web order - Mt C	19.59
				1164.8242-01	Western Metropolitan Regional Council	
				INV	WASTE DISPOSAL	790.18
				1164.840-01	Construction Training Fund	
				INV	Payments for - July 2019	19,413.46
				INV	Payment for - August 2019	4,992.82
				1164.860-01	Bunnings Group Limited	
				INV	standing order for maintenance supplies 24/7/19	71.68
				1164.880-01	Bunzl Limited	
				INV	Hygienic supplies for various buildings	1,490.26
				1164.9872-01	Civica Pty Ltd	
				INV	CVR and HR training	5,452.15
1165	EFT TRANSFER: - 20/09/2019	20/09/2019	-6,421.33	1165.15997-01	R J Atkinson	
				INV	Rates Refund	4,276.66
				1165.15998-01	L Norman	
				INV	Rates Refund	2,144.67
1166	EFT TRANSFER: - 27/09/2019	27/09/2019	-561,214.02	1166.10428-01	Roads 2000	
				INV	ROAD/FOOTPATH MTCE/CONSTRUCTION	77,702.75
				1166.10731-01	Green Skills (Eco Jobs)	
				INV	Greenways maintenance various locations	2,921.34
				INV	Mulching around soak wells along Kirkwood St	638.55
				INV	Fuel load reduction Allen Park & Mt Claremont Oval	4,886.04



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				1166.11107-01	Western Chainwire	
				INV	Urgent repair to boundary chainwire fence Leura Pk	704.00
				1166.11410-01	Hays Specialist Recruitment Aust Pt	
				INV	Pay for agency staff	1,883.11
				1166.11760-01	Forcorp Pty Ltd	
				INV	NLM2 Custom Amber LED Module.. Fleet 104.	654.50
				1166.11766-01	Dix Marketing	
				INV	Rt angle & straight air die grinder x 1 each..	240.00
				1166.11985-01	Budget Kerbing WA	
				INV	Supply of kerbing repairs following drainage repl	2,296.80
				1166.12023-01	Terrace Photographers Pty Ltd	
				INV	Councillor & Executive Staff Group Photo & require	588.50
				1166.12067-01	M Kelly	
				INV	Tutor Fees - Term 3 2019 - 29/7/19-20/9/19	660.00
				1166.12246-01	Donegan Enterprises Pty Ltd	
				INV	Repairs to Hand rails, raised bolts, exposed sprin	792.00
				1166.12517-01	C White	
				INV	Tresillian Arts Centre - Tutor Fees - Term 3 29/07	912.00
				1166.12682-01	Synergy	
				INV	84 Beatrice rd Dalkeith - 9/8/19/12/9/19	650.85
				INV	U 1 Esplanade Dalkeith - 9/8/19-12/9/19	100.62
				INV	Moss vale floreat - 19/7/19-13/9/19	126.96
				1166.12695-01	Adroit Consulting Pty Ltd	
				INV	Consultancy Services	1,636.25
				1166.12776-01	Swanbourne Cricket Club	
				INV	Turf Wicket Agreement Subsidy Allen Park	28,201.00
				1166.12785-01	Claremont Nedlands Cricket Club	
				INV	Turf Services Agreement Subsidy-Melvista & College	62,649.00
				1166.1280-01	Chubb Fire & Security Pty Ltd	
				INV	Fire equipment safety testing Dalkeith Hall	116.90
				INV	Fire equipment safety testing NCC	197.55
				INV	Fire equipment safety testing Allen Park Pavilion	28.90
				1166.12825-01	A Evans	
				INV	Tresillian Arts Centre - Tutor Fees - Term 3 2019	425.00
				1166.12885-01	Raeco/CEI Pty Ltd	
				INV	Nedlands library processing order	349.51
				INV	Nedlands library processing order	76.34



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				1166.13081-01	Green Steam Australia Pty Ltd	
				INV	Carry out 1 complete Laneway Slashing round	6,600.00
				1166.13217-01	J Brown	
				INV	Tresillian Arts Centre - Tutor Fees - Term 3 29/07	1,000.00
				1166.13327-01	By Word of Mouth Catering	
				INV	Catering for Council & Committee Meetings - Sept19	693.00
				1166.13384-01	Harvey Fresh	
				INV	Standing Order - Weekly Milk Delivery	75.06
				INV	Standing Order - Weekly Milk Delivery	75.06
				1166.13412-01	Quick Corporate Australia	
				INV	Office supplies	48.24
				INV	Mineral water pk 24	27.65
				1166.13437-01	Mowmaster Turf Equipment	
				INV	Mowmaster 12" edger blades. Fleet No 440.	1,275.00
				1166.13652-01	Sustainable Outdoors	
				INV	Hand weed and spray David Cruickshank Reserve	1,925.00
				1166.13741-01	Dave's Landscaping & Brickpaving	
				INV	Repair trip hazards in brick paving at Nedlan, etc	1,870.00
				INV	Removal of clear trip hazards in brick paving	2,594.00
				INV	Repair brick paving at Gallop House Car park path	330.00
				1166.13793-01	The Beeman	
				INV	Removal of Bees at Bromilow Green, Mt Claremont	220.00
				1166.13841-01	Commercial & Industrial Mowing	
				INV	Slash vacant land on Birdwood Pde, Dalkeith	495.00
				1166.13880-01	RTKnetwest	
				INV	Subscription 0 2/8/19-1/12/19	1,466.80
				1166.13895-01	Ms M B Hulls	
				INV	Mobile phone reimbursement - 3 Aug 2019-2 Sept2019	88.00
				1166.13952-01	Inclusive Building Consultants	
				INV	Allen Park Sports Lighting Project - Certificate	495.00
				INV	Compliance and design for Maisonettes Carports	385.00
				1166.14004-01	Drainflow Services Pty Ltd	
				INV	Provide education services to citywide drainage pit	982.31
				INV	Provide education services to citywide drainage pit	1,830.49
				INV	Provide education services to citywide drainage pit	395.22
				INV	Standing order for education and jetting of distrib	7,524.00
				INV	Provide education services to citywide drainage pit	3,120.15



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				INV	Standing order for eduction and jetting of distrib	4,620.00
				1166.14080-01	Randstad	
				INV	Pay for agency staff	275.09
				1166.1427-01	City of Stirling	
				INV	Meals to be delivered- 31/08/2019	946.00
				1166.14358-01	Ms N Butcher	
				INV	Tutor Fees - Term 3 2019- 30/8/19-12/9/19	4,240.00
				1166.14412-01	P V Hall	
				INV	Vol vehicle reimbursement	71.28
				1166.14417-01	Esafe Services Pty Ltd	
				INV	Tagging and Testing 2019 - additional tags for 5ye	1,049.49
				1166.14528-01	Ms S Macleay	
				INV	Tresillian Arts Centre - Tutor Fees - Term 3	400.00
				1166.14677-01	Environmental Site Services	
				INV	Attend to site and collect samples of potential	572.00
				1166.14732-01	Ms M Smith	
				INV	Tresillian Arts Centre - Tutor Fees - Term 3 29/0	1,368.00
				1166.14810-01	Eastern Metropolitan Regional Council	
				INV	mattress collection - July 2019	330.00
				1166.14856-01	Quik Impressions	
				INV	10,000 Letterheads printing	892.42
				1166.14874-01	Junk Removal	
				INV	Collection of fridge dumped at Paul Hasluck Reserv	100.00
				1166.14888-01	Corsign WA Pty Ltd	
				INV	50x traffic cones	880.00
				INV	4x JOHN 23RD DEPOT signs	435.60
				INV	cyclists be quiet signs	250.80
				INV	street blade repairs for Claremont UPP	769.83
				1166.14895-01	Data Documents	
				INV	Health Service Newsletter printing x100 copies - c	275.00
				1166.14964-01	Lenzo Plasterers	
				INV	Leopold Street Road Rehabilitation. Plastering rep	302.50
				1166.14992-01	Aspiring Art - Natalie Zuchetti	
				INV	Tresillian Arts Centre - Tutor Fees - Term 3 2019	780.00
				1166.14993-01	Marketforce	
				INV	Adverts for Policies approved by Council in July	604.41
				INV	Newspaper adverts	1,352.62
				INV	Newspapaer ads for advertisement of DA's No. 135 B	918.24



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				INV	Nedlands News - advertisements3/8/19	2,392.50
				INV	Advertisement for Post Newspaper - Development App	504.68
				1166.15211-01	Officeworks Ltd	
				INV	General Office Stationery	573.31
				1166.15217-01	Robertson Hayles Lawyers Pty Ltd	
				INV	Legal Matter	6,900.00
				1166.15224-01	Boyan Electrical Services	
				INV	John Leckie pavilion Green Shed	211.96
				INV	Webster St Library - Install new ceiling fan	1,958.00
				INV	Make Earth Pit safe at Masons Gardens	76.66
				INV	Tresillian - Replace Faulty switch	92.06
				INV	Light audit for August, October and December 2019	550.00
				INV	Allen Park - Check and Test control board	76.66
				INV	Tresillian - Supply & Install GPO	225.92
				INV	Princess & Stanley - Attended Lights, etc.	119.99
				INV	Supply and replace 3 lamp in the pole lights	709.77
				INV	Supply and replace 3 lamp in the pole lights	140.76
				INV	Mt Claremont Oval Top - Attended light	216.36
				INV	Admin - Replace transformer to light in chamber	250.09
				INV	Mount Claremont change Rooms (Oval)	76.66
				INV	Depot - Attend and fix faulty lamp	171.26
				INV	NCC Admin - Replaced Lighting	211.96
				INV	John Leckie Pavillion - replaced fluoro globes	111.86
				1166.15236-01	Suez Recycling & Recovery (Perth) P	
				INV	Prepay September 2019	80,750.00
				1166.15237-01	StrataGreen	
				INV	Terracottem Arbor 20kg bag Product Code: TCA20	704.00
				1166.15249-01	Cobblestone Concrete	
				INV	Install concrete pad at Bus Stop at 54 warata, etc	1,797.18
				INV	Reconstruct tree damaged footpath as marked	2,506.79
				1166.15302-01	Ms V Soto	
				INV	Zumba Gold classes x 13 in August 2019	1,300.00
				INV	Zumba Gold classes in Aug 2019 for DRC.	195.00
				1166.15358-01	Renrui Ventures Pty Ltd	
				INV	Science Week presenter - Nedlands Library	300.00
				1166.15367-01	TechnologyOne	
				INV	Intramaps Administrator- 13-15 Aug 2019	3,296.70
				INV	IntraMaps Administrator - 13-15 August 2019	3,296.70



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				1166.15383-01	Bore Stain West /Powell's Pressure	
				INV	High Pressure Cleaning and Bore Stain Removal	800.00
				1166.15401-01	WINC Australia Pty Ltd (Previous na	
				INV	Library stationary order	148.03
				INV	Library stationery order	27.87
				INV	Depot Kitchen supplies, Depot Kitchen supplies	32.23
				INV	Cleaning materials, Stationery and disposable	80.92
				1166.15548-01	Ream Clean Property Service	
				INV	Removal of illegal dumping various locations	616.00
				1166.15564-01	Cascada (Access Icon Pty Ltd)	
				INV	Supply of 406W12 (1200 x 150 Non Trafficable	2,750.00
				1166.15611-01	Living Turf	
				INV	Supply and deliver total of 2 x 10L container	1,045.00
				1166.15616-01	Ilsa Smith	
				INV	Choir classes x 4 in August 2019 @ \$50 each	200.00
				INV	Senior Pilates classes x9, Chair Pilates x4 in Aug	910.00
				INV	Chair Pilates classes x 4 in Aug 2019 @ \$70 each	280.00
				1166.15638-01	Advanced Traffic Management (WA) Pt	
				INV	Supply of TMP for Irrigation repair works	718.08
				INV	Standing order to provide Traffic Management	707.42
				INV	Standing order to provide Traffic Management	510.51
				INV	Standing order to provide Traffic Management	860.57
				INV	Standing order to provide Traffic Management	787.77
				1166.15643-01	Mowmentum	
				INV	Fortnightly mowing sevicees - Beaton Park	154.00
				1166.15695-01	Cloud Nine Dry Cleaners	
				INV	Table Cloth and laundry for 10 Item	56.75
				1166.15708-01	Plantrite	
				INV	15x 18L Grafted Corymbia Summer red \$45 + each	797.50
				INV	60x conostylis candicans- Available in Forest	571.45
				1166.15747-01	Ahern Australia Pty Ltd	
				INV	Scheduled 3 month service. Squirrel EWP.	316.25
				1166.15751-01	GPC Asia Pacific Pty Ltd - Repco	
				INV	DE Water 020 x 2. H1 12v 55w Globes x 6.	66.02
				1166.15763-01	Specialized Tilt Tray & Towing	
				INV	Standing Order for Towing of Abandoned Vehicles 20	140.80
				1166.15768-01	Premier Tools - Red Cortina Pty Ltd	
				INV	3/4 / 1/2" impact adaptor.	34.47



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				1166.15771-01	System Maintenance - Ballantyne	
				INV	Service to D/E fire pump set & water storage tanks	504.79
				1166.15802-01	New Ground Water Services	
				INV	New irrigation system at Point Resolution Reserve	86,009.00
				INV	Point Resolution Reserve - Install of Irrigation	919.60
				1166.15858-01	Richards Tyrepower	
				INV	Wheel balance and full alignment. Forester Fleet 1	110.00
				1166.15864-01	L R Meeks	
				INV	Vehicle Reimbursement	137.94
				1166.15878-01	Westend Plumbing & Gas	
				INV	Clear blockage - Maisonettes	198.00
				1166.15891-01	Erutan Pty Ltd T/A Nature Playground	
				INV	Progress claim # 2 required bulk earthworks	24,970.22
				INV	Upgrade of Brockman Reserve Playground	12,787.28
				1166.15936-01	Broadtrans Civil Pty Ltd	
				INV	Supply 1600 truck m3 fill sand Swanbourne Oval	43,450.00
				1166.15940-01	V Bauch	
				INV	Vol vehicle reimbursement	194.04
				1166.15945-01	Fiona Buchanan Art	
				INV	Painting with pastels classes July 31 to Aug 21	570.00
				1166.15957-01	Watertight Plumbing & Gas	
				INV	Send camera down drains to locate cause of block	275.00
				INV	Attend to blockage in male toilet basin - JC Smit	132.00
				INV	Send camera down drains to locate cause of blockag	330.00
				1166.15985-01	Expo Signage and Digital Pty Ltd	
				INV	4 X Evacuation Signs	968.00
				1166.16001-01	Norman Jorgensen	
				INV	VARIOUS BOOKS	1,430.00
				1166.16003-01	The Crema Cruiser	
				INV	Refund of food notification fee	68.00
				1166.16006-01	Mr M T Rowe	
				INV	Refund for overpayment	77.50
				1166.16007-01	Natalie Allen and Nicholas Sewell	
				INV	Refund partial registration fee	51.66
				1166.1813-01	Creation Landscape Supplies	
				INV	Maisonettes Carpark Rainbow Stone 16 to 25mm	378.00
				1166.1900-01	Dalkeith Nedlands Bowling Club	
				INV	Kindergarten electricity - 28/6/19-27/8/19	643.47



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				1166.210-01	Apace Aid Inc	
				INV	Banksia attenuata, Eucalyptus	9.50
				1166.254-01	Artek Signs	
				INV	Trophy and signage	415.00
				1166.2600-01	Forpark Australia	
				INV	Supply and deliver 10 x S615 ST BOLT 10 x 25	66.00
				1166.3173-01	Mrs B L Hunt	
				INV	Tutor fee - Term 3 - 27/9/19/20/08/19	1,368.00
				1166.3475-01	J Blackwood & Son Ltd	
				INV	PPE boots, shirts, pants and Delivery	178.93
				INV	Standing order for PPE	238.19
				1166.350-01	AIM - Australian Institute of Manag	
				INV	AIM - 2 day training course - 'Conflict Resolution	1,012.00
				1166.3580-01	Jason Signmakers	
				INV	Park Name sign for Asquith Park	4,581.50
				1166.370-01	ARRB Group Ltd	
				INV	FWD survey on Brockway Road (between Alfred R	3,038.64
				1166.4020-01	L & T Venables Pty Ltd	
				INV	Boxed 450 quantity 10mm x 25mm zinc plated bolts.	123.26
				1166.4040-01	The Lane Bookshop	
				INV	Books for a Day of literary feasting - promo items	47.99
				INV	Adult local stock as selected on web order - Nedla	23.99
				1166.5133-01	Optus Billing Services Pty Ltd	
				INV	SO Optus Mobile & Data services Monthly Invoice	2,616.37
				1166.6983-01	Telstra Corporation Ltd	
				INV	PHONE CHARGES- 02 Sept 2019	306.35
				1166.711-01	Boc Limited	
				INV	Container rental charge for August 2019.	22.53
				1166.7675-01	Landgate - GRV	
				INV	2019/20 GRV Interim Valuation Schedules	579.54
				1166.8242-01	Western Metropolitan Regional Council	
				INV	WASTE DISPOSAL	744.12
				INV	WASTE DISPOSAL	594.64
				INV	WASTE DISPOSAL	418.56
				1166.860-01	Bunnings Group Limited	
				INV	Maintenance supplies	109.05
				INV	Open order for Parks Division - Irrigation Unit	41.43



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				1166.9872-01	Civica Pty Ltd	
				INV	GIS Integration licence, support & maint 2019/20	3,758.73
	Total EFT		<u>-\$3,645,117.18</u>			
	TOTAL PAYMENTS		<u><u>-\$3,717,411.18</u></u>			

City of Nedlands

Purchasing Card Payments - Sep 2019 (Statement period 28 Aug 2019 to 29 Sep 2019)

Date	Supplier	Description	AUD
4/09/2019	DOMINOS ESTORE 0279	IM Aware Month Catering	148.95
4/09/2019	CAPTAIN STIRLING IGA	IM Aware Month Catering - Chocolates	18.40
5/09/2019	COLES 0299	Catering for FOI Training	51.92
11/09/2019	CAPTAIN STIRLING IGA	Im Aware Month - Vegetarian Options Lunch	36.10
11/09/2019	SUBWAY CLAREMONT	Im Aware Month Subway	143.00
16/09/2019	CAPTAIN STIRLING NEW	card for Nat Wilson farewell	10.00
17/09/2019	WOOLWORTHS 4359	plastic plates, cups, serviettes for FOI training	31.95
18/09/2019	COLES 0299	FOI Training morning tea 19092019	65.95
23/09/2019	V/CELLARS 3224	Alcohol for Councillor Meeting	79.99
24/09/2019	SUBWAY RESTAURANT, MOS	Lunch for IM Aware Month in September	147.00
25/09/2019	WOOLWORTHS 4359	Chocolates for IM Aware Month in September	17.35
26/09/2019	XIANG RUI PTY LTD	Sushi IM Aware Month in September	104.50
29/09/2019	CARD FEE	CARD FEE	5.00
29/09/2019	CARD FEE	CARD FEE	5.00
28/08/2019	BUNNINGS 389000	Router bit repair timber frame	31.55
2/09/2019	BUNNINGS 483000	Materials for Mayors office repair works	65.46
4/09/2019	MM ELECTRICAL - JOON	Cabling works	32.02
6/09/2019	BUNNINGS 483000	Materials repair work	101.22
9/09/2019	BUNNINGS 483000	Sliding door replacement tracks storeroom	167.20
11/09/2019	BUNNINGS 483000	Repainting anti slip treds	58.73
16/09/2019	Jaycar - Joondalup	Replacement cables for workstations	40.90
16/09/2019	OFFICEWORKS 0607	Replacement cables workstations	64.28
17/09/2019	Jaycar - Joondalup	Cables usb and audio workstation	29.80
18/09/2019	A.J. BAKER AND SONS PT	Ice machine cleaner	43.10
19/09/2019	BUNNINGS 309000	Pull handles new sliding door	27.26
23/09/2019	BUNNINGS 483000	Ceiling repairs	43.61
26/09/2019	BUNNINGS 483000	Ceiling repair storeroom	40.00
27/09/2019	BUNNINGS 483000	Door hardware replacement	45.58
29/09/2019	CARD FEE	CARD FEE	5.00
29/09/2019	CARD FEE	CARD FEE	5.00
29/09/2019	CARD FEE	CARD FEE	5.00
12/09/2019	COLES 0299	Catering - Craig New Farewell	34.65
12/09/2019	COLES 0299	Catering - Craig New Farewell	72.21
23/09/2019	CAPTAIN STIRLING IGA	Catering - MRWA Meeting	3.50
24/09/2019	COLES 0299	Catering - Joint Morning tea Aron & Natalie	176.66
29/09/2019	CARD FEE	CARD FEE	5.00
6/09/2019	ROWE SCIENTIFIC PTY	WP 81 used to measure TDS & pH of bore water	999.90
29/09/2019	CARD FEE	CARD FEE	5.00
29/09/2019	CARD FEE	CARD FEE	5.00
2/09/2019	THE SUSHI 2016	Catering for PLWA training day - 4 staff 29/8/19	42.22
2/09/2019	FIRST JUNCTION GROUP P	Catering for PLWA training day 28/8/19	4.80
9/09/2019	NESPRESSO	Equipment maintenance - descaling kit	16.00
9/09/2019	NESPRESSO	Consumables - coffee Nedlands Library	155.65
9/09/2019	NESPRESSO	Consumables - coffee Mt Claremont Library	155.65
10/09/2019	St John of God Health	Parking visit volunteer	3.60
11/09/2019	INNOVATIONS DIRECT	Local stock DVDs - Nedlands Library	31.90
16/09/2019	WANESWDTI	Local stock newspapers - Nedlands Library	325.20
16/09/2019	BOOKTOPIA PTY LTD	Local stock - Nedlands Library	91.55
16/09/2019	BOOKTOPIA PTY LTD	Local stock refund - Nedlands Library	- 69.45
16/09/2019	BOOKTOPIA PTY LTD	Local stock refund - Nedlands Library	- 68.45
19/09/2019	ACADEMY COFFE KITCHEN	Catering off site meeting 18/9/19	23.30
23/09/2019	THE REJECT SHOP 6618	Craft material children's story dog events 19/9/19	6.00
29/09/2019	CARD FEE	CARD FEE	5.00
12/09/2019	AIM INTERNET	Training	367.00
29/09/2019	CARD FEE	CARD FEE	5.00
29/09/2019	CARD FEE	CARD FEE	5.00
29/09/2019	CARD FEE	CARD FEE	5.00
30/08/2019	WOOLWORTHS 4363	Ranger Administration Officer farewell card	10.99
3/09/2019	WOOLWORTHS 4363	Farewell Recognition for Ranger Admin Officer	9.80
29/09/2019	CARD FEE	CARD FEE	5.00

City of Nedlands

Purchasing Card Payments - Sep 2019 (Statement period 28 Aug 2019 to 27 Sep 2019)

Date	Supplier	Description	AUD
2/09/2019	COLES 0299	Food for monthly Depot meeting	214.24
9/09/2019	Roger's Newagency	Leaving card for Craig New	9.99
13/09/2019	POST NEDLANDS POST SNE	Postage receipt for bulk rubbish contract	9.70
16/09/2019	Roger's Newagency	Tony Fawcett leaving card	9.99
26/09/2019	COLES 0299	Food for Tony Fawcett retirement afternoon tea	101.25
29/09/2019	CARD FEE	CARD FEE	5.00
2/09/2019	COLES 0489	Coffee for office supplies 31.08.19	31.40
13/09/2019	SNDC WA PTY LTD	Morning tea for Social Support clients	7.58
24/09/2019	CAPTAIN STIRLING IGA	Milk for office supplies	4.69
26/09/2019	NEDLANDS LIBRARY	Book hire for use in client book clubs x 2	40.00
27/09/2019	SNDC WA PTY LTD	Items for clients morning tea	22.44
29/09/2019	CARD FEE	CARD FEE	5.00
10/09/2019	KEYSTAR CLEANING	Screen cover for loader operators iPhone	20.00
10/09/2019	COLES 0302	Air Freshener	29.00
18/09/2019	TOTALLY WORKWEAR MT	Leather Belt	34.95
29/09/2019	CARD FEE	CARD FEE	5.00
28/08/2019	TWO BANANA BOOKS PTY L	Prize for CBW scavenger hunt	20.00
28/08/2019	TWO BANANA BOOKS PTY L	Prize for CBW scavenger hunt	20.00
29/08/2019	BUNNINGS 309000	Science equipment 5 September	29.80
2/09/2019	FIRST JUNCTION GROUP P	Refreshments staff for off-site training 30 Aug	52.35
2/09/2019	COLES 0270	Supplies for ILM 5 September	20.00
26/09/2019	BOOKTOPIA PTY LTD	Junior local stock	83.20
29/09/2019	CARD FEE	CARD FEE	5.00
29/08/2019	BUNNINGS 309000	Disposable overalls for chemical work for ECTL	28.40
30/08/2019	COLES 0299	Refreshment for Friends of Allen Park	14.00
2/09/2019	BUNNINGS 483000	Nippers for rubbish picking in bushland	71.26
17/09/2019	THE MARKET PLACE MT LA	Milk and soft drinks for Bushcare Big Day Out	21.72
18/09/2019	BUNNINGS 483000	Tools equipment for chemical weeding	45.13
29/09/2019	CARD FEE	CARD FEE	5.00
29/08/2019	JACK'S WHOLEFOODS &	Staff Breakfast Post Council Meeting	18.60
3/09/2019	LGPA	Kate Bainbridge LGPA Legal Update Registration	85.00
10/09/2019	TOWN TEAM CONFERENCE 2	Ronni & Fiona tickets for Town Team Conference	506.97
24/09/2019	PLANNING INSTITUTE OF	Refund for Bonnie Butler PIA Shaping Places to rem	- 450.00
25/09/2019	AIM INTERNET	Bonnie Butler - AIM InDesign Course Fee	367.00
25/09/2019	EB *Placemaking Master	Ronnie & Bonnie Placemaking masterclass - Armadale	80.00
26/09/2019	EB *Placemaking Master	Ronnie Bonnie - Placemaking masterclass East Freo	80.00
26/09/2019	EB *Placemaking Master	Refund (Bonnie & Ronni for Placemaking masterclass	- 80.00
29/09/2019	CARD FEE	CARD FEE	5.00
29/09/2019	CARD FEE	CARD FEE	5.00
2/09/2019	COLES 0342	DRC Monthly Groceries and supplies 2.09.19	79.75
2/09/2019	COLES 0342	DRC Monthly Groceries and supplies 2.09.19	102.46
2/09/2019	COLES 0306	DRC Monthly Groceries and Supplies f	11.99
2/09/2019	COLES 0306	DRC Monthly Groceries and Supplies f	47.46
5/09/2019	SOUTH BEACH HOTEL	DRC Client's Lunches 3.9.19	60.00
12/09/2019	INGLEWOOD HOTEL	DRC Clients lunches that are on account 10.9.19	67.50
17/09/2019	CANNING VALE IGA	DRC Clients' lunch supplies for BBQ 16.09.19	3.96
17/09/2019	CANNING VALE IGA	DRC Clients' lunch supplies for BBQ 16.09.19	82.81
18/09/2019	THE BEST DROP TAVERN	DRC Catering Clients' on account lunches 17.09.19	64.02
18/09/2019	THE BEST DROP TAVERN	DRC Catering Clients' on account lunches 17.09.19	0.46
25/09/2019	HAROLD HAWTHORNE SENIO	DRC show and lunch @ Harold Hawthorne Centre	65.00
27/09/2019	RED ROOSTER	DRC Client's on account lunches 27.9.19	22.22
27/09/2019	RED ROOSTER	DRC Client's on account lunches 27.9.19	6.97
29/09/2019	CARD FEE	CARD FEE	5.00
2/09/2019	ANTONS MOULDINGS PTY L	Foam core board for exhibition labelling	231.96
9/09/2019	ALDI STORES - SOUTH FR	classroom cleaning supplies & milk	33.02
18/09/2019	AQUA FILTER SERVICES	consumables water dispenser cups	100.00
18/09/2019	BALE DATA SERVICES	office stationery receipt rolls	49.90
19/09/2019	WOOLWORTHS 4356	consumables classroom cleaning supplies	16.00
23/09/2019	BUNNINGS 453000	consumables classroom supplies	75.87
27/09/2019	NESPRESSO AUSTRALIA	staff coffee supplies	113.90

City of Nedlands

Purchasing Card Payments - Sep 2019 (Statement period 28 Aug 2019 to 27 Sep 2019)

Date	Supplier	Description	AUD
27/09/2019	JANE BROOK ESTATE WINE	Exhibition wine order, Student and Tutor	360.00
29/09/2019	CARD FEE	CARD FEE	5.00
30/08/2019	SNDC WA PTY LTD	Positive Ageing weekly catering	3.59
9/09/2019	DOMINOS ESTORE 0279	PA Monthly activity catering	52.00
9/09/2019	COLES 0392	PA weekly activities catering	27.00
17/09/2019	LUNA PALACE JOINT V	PA monthly activity	29.00
17/09/2019	COLES 0392	PA Weekly Catering for activities	4.50
17/09/2019	COLES 0392	PA Weekly Catering for activities	3.59
24/09/2019	COLES 0392	PA weekly catering for activities	71.94
24/09/2019	COLES 0392	PA weekly catering for activities	27.16
27/09/2019	TICKETMASTER GROUPS	Positive Ageing social activity	729.60
29/09/2019	CARD FEE	CARD FEE	5.00
20/09/2019	FISHPOND LIMITED	Library stock adult Nedlands	27.46
29/09/2019	CARD FEE	CARD FEE	5.00
29/08/2019	GM CABS PTY LTD	Commute Hobart to Airport	45.18
29/09/2019	CARD FEE	CARD FEE	5.00
30/08/2019	LOCAL GOVERNEMENT MANA	Elysha Milthorpe - LGPWA Network Forum - 13/9/2019	480.00
20/09/2019	FIRST 5 MINUTES PL	10 SPOT Training Credits	121.00
29/09/2019	CARD FEE	CARD FEE	5.00
30/08/2019	BUNNINGS 454000	Minor tools	205.61
2/09/2019	BUNNINGS 483000	Backing plate	7.81
16/09/2019	BUNNINGS 456000	Lantern and lighting	55.88
17/09/2019	SQ *SWEETFAYZ CAKE DES	Anniversary cake	255.00
20/09/2019	BUNNINGS 456000	Lighting	86.35
29/09/2019	CARD FEE	CARD FEE	5.00
30/08/2019	LOCAL GOVERNEMENT MANA	N Ceric 2019 LG Professionals WA Network Forum	400.00
30/08/2019	WOOLWORTHS 4350	Staff & Councillor Kitchen	30.00
2/09/2019	LGPA	LGPA Legal Update - Mayor - 10 Sept 2019	85.00
3/09/2019	THE CHAMBER OF ARTS AN	Mayor - Event Reg Review 16 Sept 2019	55.00
17/09/2019	PAYPAL	Social Impact Measurement Network Australia	60.00
23/09/2019	ROSES ONLY PTY LTD	Passing of Freeman of City - Dr Hal Colebatch	162.80
25/09/2019	SQ *CHATSWORTH FLOWERS	Farewell Flowers	29.00
27/09/2019	NATIONAL CRIME CHECK P	Updated Police Clearance for CEO for PRCC	50.65
29/09/2019	CARD FEE	CARD FEE	5.00
13/09/2019	BUNNINGS 483000	Key for Lucy Fairhurst	3.00
13/09/2019	CITY OF FREMANTLE	Parking - off-site conference - City of Fremantle	11.50
16/09/2019	CITY OF FREMANTLE	Parking - off-site conference - City of Fremantle	11.50
25/09/2019	POST NEDLANDS POST SNE	Registered Post - 2 Landon Way 25092019	20.10
25/09/2019	POST NEDLANDS POST SNE	Registered Post for FOI - 25092019	25.60
26/09/2019	Sebel Mandurah	Training - Lauren Brayford - part expense see Note	916.00
29/09/2019	CARD FEE	CARD FEE	5.00
28/08/2019	DOME NEDLANDS	Interview follow up with Haylee for Cadet Building Surveyor	12.60
29/08/2019	DOME NEDLANDS	Interview follow up with Grachel for Cadet Building Surveyor	16.30
9/09/2019	LOCAL GOVERNEMENT MANA	Intro to LG Seminar Haylee Di Gregorio	350.00
9/09/2019	TRYBOOKING TIMBER INSI	Training Seminar J Lamont	99.50
10/09/2019	AUSTRALIAN INSTITUTE	Conference attendance for J Lamont and A Gow	1,095.00
29/09/2019	CARD FEE	CARD FEE	5.00
6/09/2019	KMART 1229	Kettle for Cottage kitchen to replace hired boiler	39.00
9/09/2019	FRIGMAC PTY LTD	Depot drinking water unit	3,281.30
29/09/2019	CARD FEE	CARD FEE	5.00
23/09/2019	BARRETT'S BREAD	Caering for staff meeting	30.00
29/09/2019	CARD FEE	CARD FEE	5.00
30/08/2019	MULTI FIX BOLTS SCRE	Silicone	23.54
6/09/2019	A.J. BAKER AND SONS PT	Water Filter	220.00
29/09/2019	CARD FEE	CARD FEE	5.00
9/09/2019	CAPTAIN STIRLING IGA	Catering Quarterly Volunteer Supervisors Meeting	22.35
12/09/2019	STK*Shutterstock	Photo Image for Promotional Publicity	55.51
29/09/2019	CARD FEE	CARD FEE	5.00
27/09/2019	ARCHIVAL SURVIVAL PT	Polypropelene covering material	168.30
27/09/2019	WESTCARE INCORPORATED	Custom newspaper archive boxes	241.76

City of Nedlands

Purchasing Card Payments - Sep 2019 (Statement period 28 Aug 2019 to 27 Sep 2019)

Date	Supplier	Description	AUD
29/09/2019	CARD FEE	CARD FEE	5.00
9/09/2019	SECURE PARKING - COLLI	Colli St Car Parking	9.22
11/09/2019	CPP HIS MAJESTYS	Car Parking City of Perth	9.09
29/09/2019	CARD FEE	CARD FEE	5.00
29/08/2019	BUNNINGS 454000	programme activites- father's day	17.98
29/08/2019	TAYLOR RD IGA	children's lunches	3.10
29/08/2019	COLES ONLINE 0342	monthly non perishables & cleaning products(FSP)	102.63
29/08/2019	COLES ONLINE 0342	monthly non perishables & cleaning products(FSP)	237.06
30/08/2019	SPUDSHED	children's lunch	1.99
3/09/2019	TAYLOR RD IGA	monthly lunches-	49.99
3/09/2019	HOUSE CORPORATE PTY	childrens meal utensils	31.96
3/09/2019	COLES 0299	childrens lunch/morning/afternoon tea	93.27
4/09/2019	TAYLOR RD IGA	children's lunches	5.95
4/09/2019	JACK'S WHOLEFOODS &	childrens lunches- monthly	40.64
5/09/2019	FUSION CUISINE PTY L	staff meeting	24.00
10/09/2019	FARMER JACKS WOODLAN	morning/afternoon/lunch meals	63.20
17/09/2019	COLES 0299	afternoon tea for children	11.55
17/09/2019	COLES 0299	afternoon tea for children	68.07
19/09/2019	JACK'S WHOLEFOODS &	childrens fort nightly morning/afternoon tea	54.20
27/09/2019	CAPTAIN STIRLING IGA	lunche/afternoon tea	16.05
27/09/2019	COLES ONLINE 0342	monthly lunch, morning ,afternoon meals	40.48
27/09/2019	COLES ONLINE 0342	monthly lunch, morning ,afternoon meals	215.71
27/09/2019	COLES 0299	afternoon tea	6.00
29/09/2019	CARD FEE	CARD FEE	5.00
2/09/2019	MSFT *<E02008SRL2>	Software- MS Azure	208.58
6/09/2019	MSFT *<E07008YQUK>	Software MS Azure	215.05
5/09/2019	WWW.RECKON.COM	Software -EFTPOS	29.00
10/09/2019	ESEL Pty Ltd	Hardware- Epson Projector Lamp	93.88
18/09/2019	MSFT *<E070096NXB>	Software- office F1 Lic	333.85
18/09/2019	NANDOS CATERING	Refreshment Nandos	316.40
18/09/2019	GOOGLE*ADS3750319658	Software - Google Ads	74.70
18/09/2019	MICROSOFT*OFFICE 365	Software- refund	- 2.54
20/09/2019	BUNNINGS 483000	Hardware - Cable & screwdriver	44.43
24/09/2019	MSFT *<E020090MDO>	Software- ms AZURE	215.02
29/09/2019	CARD FEE	CARD FEE	5.00
29/08/2019	WOOLWORTHS 4392	Alcohol catering - Artwork Opening Tresillian Arts Centre	75.00
29/08/2019	WOOLWORTHS 4392	Soft drink - Woolworths	30.10
12/09/2019	COLES 0270	Soft Drink - Citizenship Ceremony 19092019	18.25
13/09/2019	CELLARBTRATIONS SUBIA	Beverages - Citizenship Ceremony 19092019	156.50
19/09/2019	V/CELLARS 3278	Beverages Citizenship Ceremony 19092019	33.30
19/09/2019	COLES EXPRESS 6902	Ice - Citizenship Ceremony 19092019	10.00
29/09/2019	CARD FEE	CARD FEE	5.00
29/09/2019	CARD FEE	CARD FEE	5.00
6/09/2019	THE CHAMBER OF ARTS AN	Events training for Sam and Rose	198.00
10/09/2019	COLES 0299	AAPS final partnership team meeting event	2.97
10/09/2019	COLES 0299	AAPS final partnership team meeting event	6.03
13/09/2019	MARTINEAUS PATISSERI	Catering for final AAPS Partnership meeting	80.00
16/09/2019	CAPTAIN STIRLING IGA	Ice for AAPS Partnership final meeting	4.10
29/09/2019	CARD FEE	CARD FEE	5.00
29/09/2019	CARD FEE	CARD FEE	5.00
29/09/2019	CARD FEE	CARD FEE	5.00
28/08/2019	AHRI LTD	Australian Human Resources Institute professional fee	390.50
29/09/2019	CARD FEE	CARD FEE	5.00
4/09/2019	COLES 0299	Nedlands Library events catering	5.00
4/09/2019	COLES 0299	Cleaning equipment	24.20
4/09/2019	COLES 0299	Nedlands Library events catering	98.50
4/09/2019	COLES 0299	Cleaning equipment	14.00
4/09/2019	COLES 0299	Mt Claremont Library events catering	77.98
11/09/2019	LIZZI BEE	Get wel flowers for volunteer	50.00
13/09/2019	THE BOULEVARD IGA	Catering - MTC SofN author talk	34.09

City of Nedlands

Purchasing Card Payments - Sep 2019 (Statement period 28 Aug 2019 to 27 Sep 2019)

Date	Supplier	Description	AUD
16/09/2019	THE BOULEVARD IGA	Catering - MTC SofN author talk 13 Sept 2019	3.75
16/09/2019	WOOLWORTHS 4359	Antibacterial wipes- MTC Public activity Storydogs	12.00
16/09/2019	WOOLWORTHS 4359	Antibacterial wipes- NED Public activity Storydogs	12.00
25/09/2019	COLES 0299	Catering - All Staff Meeting 27 Sept 2019	80.39
25/09/2019	COLES 0299	Catering - All Staff Meeting 27 Sept 2019	23.75
25/09/2019	COLES 0299	Pens (Mt Claremont library)	14.00
25/09/2019	COLES 0299	Catering (SofN MTC library 1 October)	28.00
26/09/2019	WOOLWORTHS 4359	Catering (Sunday movies @ Nedlands Lib)	5.50
27/09/2019	MARTINEAUS PATISSERI	Catering - All staff meeting 27 September 2019	95.00
29/09/2019	CARD FEE	CARD FEE	5.00
29/09/2019	CARD FEE	CARD FEE	5.00
29/09/2019	CARD FEE	CARD FEE	5.00
29/09/2019	CARD FEE	CARD FEE	5.00
29/09/2019	CARD FEE	CARD FEE	5.00
17/09/2019	CITY OF SUBIACO	CEO Tawarri Meeting	1.20
29/09/2019	CARD FEE	CARD FEE	5.00
28/08/2019	COLES 0299	Post Council Staff Breakfast	126.89
16/09/2019	TELSTRA	Telstra top up credit September	50.00
25/09/2019	COTAGE & ENGRING SUR	Boundary Repeg @ 42 Minora complaint @ 40 Minora R	1,126.00
29/09/2019	CARD FEE	CARD FEE	5.00
			<u>22,702.90</u>

City of Nedlands**CEO Credit Card Payments - Jul-Sep 2019 (Transaction period 28 Jun 2019 to 29 Sep 2019)**

Statement Date	Commit Merchant Name	Line Description	AUD
12/07/2019	MILLBROOK WINERY	Catering Executive Strategy Day 11 July 2019	35.00
28/07/2019	CARD FEE	CARD FEE	5.00
7/08/2019	WILSON PARKING AUSTRAL	Professionals CEO Connections Seminar 6 Aug 2019	30.38
27/08/2019	CARD FEE	CARD FEE	5.00
17/09/2019	CITY OF SUBIACO	CEO Tawarri Meeting	1.20
29/09/2019	CARD FEE	CARD FEE	5.00
			<u>81.58</u>

CPS19.19	Perth Flying Squadron Yacht Club Inc. – Right of Entry (Business and Goods) Document for Execution to Support Mortgage to Fund Works
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Committee	12 November 2019
Council	26 November 2019
Applicant	Perth Flying Squadron Yacht Club Inc.
Employee Disclosure under section 5.70 Local Government Act 1995	Nil.
Director	Lorraine Driscoll – Director Corporate & Strategy
Attachments	1. Right of Entry (Business and Goods) 2. Letter with Ministerial Approval to Mortgage dated 12 September 2019

Executive Summary

On the 19th of December 2017 Council considered an item relating to non-compliance issues by the Perth Flying Squadron Yacht in locating infrastructure in the public access area of the foreshore reserve. Council required certain actions of the Club to resolve these issues. The Club have since provided the City with an application for development approval for works which satisfies the City’s requirement to resolve outstanding compliance issues. The application has been processed and development approval has been provided by the Department of Biodiversity, Conservation and Attractions. To fund the project the Club requires mortgage funding. To finalise the mortgage of lease the City as landlord has been asked to execute documentation, now the subject of this report.

Recommendation to Committee

Council

- 1. Subject to the condition in clause 2 below, agrees to execute the Right of Entry – Goods and Business as in Attachment 1 and approves the City’s common seal be applied to the document and the Mayor and Chief Executive Officer to sign the document as required.**
- 2. The condition of the City executing the Right of Entry- Goods and Business is that the Club will use a portion of the mortgage funds to resolve all compliance issues noted in Council’s earlier item PD58.17. The Club must confirm this undertaking in writing before the City executes the Right of Entry – Goods and Business in Attachment 1.**

Discussion/Overview

On December 19th, 2017 Council considered an application by the Perth Flying Squadron Yacht Club Inc. (the Club) for development approval to install a wave attenuator device in the river at the Club’s premises to protect vulnerable Club assets.

This item provided Council the opportunity to understand legacy issues the City's Administration had been liaising with the Club to resolve. The issues related to Club infrastructure obstructing the public's safe access to the public area of the river foreshore – being an area of approximately 20 metres from the edge of the Club's lease premises to the river's edge. Since this Council item was considered the Club reformatted plans for the project and submitted to the City for landlord approval an application for development approval to install the wave attenuator, remove the Club's slipway, install fencing along the boundary of the lease premises, landscape and construct a public shared path along the river foreshore. As authorised by Council in its resolution of 19th December 2017 the City's former Chief Executive Officer signed the application on the 24th May 2018 and development approval for the works was provided by the Department of Biodiversity, Conservation and Attractions on 3rd April 2019. The works are estimated to cost \$3.68 million. The report to Council on this item noted the Club would require mortgage funds to complete the works.

As part of the process to finalise a mortgage of lease the lending bank requires the City as landlord to sign a document known as a Right of Entry – Goods and Business (the RoE). The RoE is included in Attachment 1. The RoE is in draft format and requires detail of the lease agreement to be inserted before execution.

The City sought legal advice from McLeods Barristers & Solicitors on the RoE document and were advised the following:

The terms of the RoE are acceptable and there is nothing which appears to expose the City to any unreasonable risk. Generally, the grant of a mortgage may actually assist in ensuring compliance with the terms of the Lease as the bank has a strong incentive to keep the lease on foot. Under the RoE, the City agrees (amongst other things) that:

- *it will not be an 'event of default' under cl 16.1 of the Lease if the lending bank exercises any of its rights or powers ie taking possession;*
- *to give the lending bank written notice of any default prior to:*
 - *terminating the Lease;*
 - *refusing to renew the Lease;*
 - *withholding consent to any transfer or assignment of the Lease;*
 - *re-entering the leased premises; or*
 - *converting the tenancy; and*
- *it will obtain the consent of the lending bank prior to varying, amending, agreeing to an assignment of Lease or accepting the surrender of Lease.*

Prior to signing the RoE, the City should be satisfied that the Club does not consider that any of the City's property or fixtures or fittings are the property of the Club and, consequently, classed as 'Goods' under the RoE or other mortgage documents. The Minister for Lands' consent to the RoE, is not required however, the Minister's consent to the mortgage of lease is required under the Land Administration Act 1997. The Club should provide evidence to confirm that it has obtained the Minister's consent to the mortgage of lease prior to the City signing the RoE.

The mortgage of lease cannot apply beyond the lease term, so the City would not be required to obtain the consent of the Bank if the parties are re-negotiating the terms of a new lease when the current lease (and consequently the mortgage of lease) expires on 31 December 2031.

The City’s obligations in terms of the mortgage facility will be set out in the RoE, not the mortgage documents. It may be beneficial for the City to request a copy of the mortgage documents to ensure that the club is not including any of the City’s property as security under the terms of the mortgage. The City should be aware that it is unlikely to be in a position to amend the terms of the mortgage documents as it is not a party to the documents however, if the City is concerned that the mortgage documents expose the City to any unreasonable risk, the City may elect to withhold its consent to the mortgage documents pursuant to cl 23.7 of the Lease. As a condition of providing its consent to the mortgage, the City may request that the Club provide written assurance that the mortgage funds will be used to complete the works and rectify the compliance issues and how this will be achieved (ie evidence that contractors have been engaged and a timeframe for the completion of the works).

In terms of “Goods” included in the RoE the Club has confirmed Goods “*only includes the Club’s goods located on the Premises and does not include any of the City’s property. This is defined in the RoE document under “Goods” as in the snapshot below:*”

PREMISES:	That part of Lot 254 on deposited plan 37070 depicted with the letter A on Deposited plan 65818 annexed to the lease
BUSINESS:	The business known as Perth Flying Squadron Yacht Club Inc operated by the Tenant at the Premises.
LEASE:	A lease between the Landlord and the Tenant dated [redacted] in respect of the Premises.
SECURITY:	1. A Mortgage of Lease over the Premises.
GOODS:	All of the Tenant’s goods, inventory, stock, chattels, plant and equipment located at the Premises.

The Lease agreement defines the Lease Premises as the land, buildings, structures, alterations, additions and improvements erected on the noted portion of Crown Reserve 17391 during the term of lease.

As referenced in McLeods advice above, section 18 of the *Land Administration Act 1997* requires the Club as lessee of Crown land to obtain consent from the Minister for Lands to a mortgage over a portion of Crown Reserve 17391. The Club provided the City with a copy of a letter dated 12 September 2019 from the Department of Planning Lands & Heritage granting Ministerial approval to the Club’s proposed mortgage. A copy of this letter is included in **Attachment 2**.

Key Relevant Previous Council Decisions:

On 19 December 2017 Council considered item PD58.17 which presented an application by the Club for development approval to a proposed redevelopment of the Club’s in-water infrastructure. This item raised a legacy issue associated with ongoing presence of unapproved Club infrastructure located in the public access area of the foreshore reserve, outside the Club’s lease premises. In item PD58.17 Council

resolved to require the Club be served with a Notice under the Lease requiring the Club, within 12 months remove and make good, the slipway and all other impediments by the Club to public access through the public access area of the river foreshore reserve. Council refused to sign the application for development approval until the City received from the Club a plan of works (to the satisfaction of the City's Chief Executive Officer and by 31 March 2018) to provide safe and unhindered pedestrian access along the public river foreshore. Council also required the Club to apply for and receive the necessary statutory approvals to do the work required above and requested the Club include in any new application for development approval a commitment to install the shared public footpath by 19 December 2019.

Consultation

The City has liaised with the Club and McLeods Barristers & Solicitors to review the detail of this request and the associated document. The Club has provided evidence of Ministerial consent to the proposed mortgage. There is no further consultation required.

Budget/Financial Implications

The Club's proposed mortgage is a financial burden for the Club to manage and must be assessed by the bank lending the funds. The obligation for loan repayment sits solely with the Club. The City is not a party to the mortgage. By signing the RoE the City is permitting the lending bank entry to the Club's goods and business at the lease premises in so far as set out in the RoE. The City is not providing any financial commitment to the Bank but allowing access and so there are no budget implications for the City to consider. The risk associated with permitting the lending bank the right of access is as advised by McLeods being a reasonable assumption in order to enable the Club to obtain funds to further its operations and to reach compliance through removal of the non-compliant infrastructure and construction of the public shared path.



Right of Entry (Business and Goods)

LANDLORD:	City of Nedlands Perth Flying Squadron Yacht Club Inc
TENANT:	
BANK:	Commonwealth Bank of Australia trading as Bankwest ABN 48 123 123 124 AFSL / Australian credit licence 234945
PREMISES:	That part of Lot 254 on deposited plan 37070 depicted with the letter A on Deposited plan 65818 annexed to the lease
BUSINESS:	The business known as Perth Flying Squadron Yacht Club Inc operated by the Tenant at the Premises.
LEASE:	A lease between the Landlord and the Tenant dated _____ in respect of the Premises.
SECURITY:	1. A Mortgage of Lease over the Premises.
GOODS:	All of the Tenant's goods, inventory, stock, chattels, plant and equipment located at the Premises.

The Landlord has entered into or intends to enter into the Lease with the Tenant in relation to the Premises. The Bank has provided or will provide financial accommodation to the Tenant secured by the Security. At the request of the Bank and the Tenant and subject to the terms of this document:

1. The Landlord consents to the Security and, where applicable, to the registration of the Security or the lodgement of a caveat relating to the Security.
2. The Landlord agrees:
 - 2.1 to the installation and use of the Goods on the Premises;
 - 2.2 that the Bank or a controller (within the meaning of that term in the Corporations Act) appointed by the Bank or any of its agents, may:
 - 2.2.1 exercise the Bank's rights, powers and authorities under the Security whether or not the Tenant is in default under the Lease;
 - 2.2.2 enter the Premises at any time or times and remain on the Premises for a reasonable time for the purpose of inspecting, repairing or maintaining the Premises or the Goods or removing or carrying away the Goods from the Premises; and
 - 2.2.3 sell, assign or transfer the Tenant's interest in the Lease pursuant to the terms of the Security subject to compliance with the terms of the Lease dealing with a transfer or assignment of the Lease;
 - 2.3 that the exercise of any such rights, powers or authorities by the Bank or any controller appointed by the Bank does not constitute a default by the Tenant under the Lease;
 - 2.4 that the Goods belong to the Tenant subject to any rights of the Bank under the Security and that they are not and will not be treated as fixtures to the Premises or otherwise as Landlord's fixtures and fittings under the Lease;
 - 2.5 that if the Bank only removes the Goods, it does not constitute taking possession of the Premises or an adoption of the Lease by the Bank;
 - 2.6 that it will not grant a lease of the Premises to any other person or corporation except the Tenant prior to the expiry of any right the Tenant has under the Lease for a further lease;
 - 2.7 that it has no present right to terminate, rescind, repudiate or vary the Lease or refuse to perform any of the Landlord's obligations under the Lease;
 - 2.8 that it will not, as a result of any default by the Tenant under the Lease, whether or not the default has been remedied by the Tenant:
 - 2.8.1 terminate the Lease; or
 - 2.8.2 refuse to renew the Lease; or
 - 2.8.3 withhold consent to the transfer or assignment of the Lease or grant of a sub-lease; or

- 2.8.4 re-enter the Premises; or
- 2.8.5 convert the Lease to a tenancy at will or tenancy determinable at short notice, prior to giving the Bank written notice of any such default and allowing the Bank a period of not less than fourteen (14) business days (or such other time as may subsequently be agreed) within which to rectify the default or, where rectification is not possible, to pay to the Landlord reasonable compensation in respect of the default; and
- 2.9 that it will not:
- 2.9.1 vary or amend the Lease; or
- 2.9.2 accept any surrender of the Lease; or
- 2.9.3 allow the Tenant to assign the Lease; or
- 2.9.4 fail to renew the Lease,
- without the prior written consent of the Bank.
- 2.10 that if the Bank enters into possession of the Lease under the Security (either as mortgagee or other controller (within the meaning of that terms in the Corporations Act)) and continues to comply with its obligations under clause 4.1 it will not:
- 2.10.1 terminate the Lease; or
- 2.10.2 re-enter the Premises; and
- 2.11 that if it sells or otherwise disposes of its interest in the Premises:
- 2.11.1 it will use its reasonable endeavours to ensure that any purchaser, assignee or transferee of its interest in the Premises enters into a form of deed acceptable to the Bank pursuant to which such purchaser, assignee or transferee agrees to be bound by the terms and conditions of this Deed; and
- 2.11.2 it will otherwise provide a copy of this Deed to any purchaser, assignee or transferee prior to the settlement of such sale or disposal.
3. The Bank agrees:
- 4.1 that, if it enters into possession of the Premises, it will:
- 4.1.1 pay the rental and outgoings payable under the Lease which accrue during the period that the Bank is in possession of the Premises; and
- 4.1.2 comply with the terms of Lease.
- The Bank's obligations under this clause will apply during the period of possession only and will terminate at the end of any such period of possession;
- 4.2 to make good any damage directly caused to the Premises by the removal of the Goods by the Bank or any of its agents; and
- 4.3 that where it lodges a caveat to protect its Security and on the written request of the Landlord (or the Mortgagee, as the case maybe), promptly provide a caveator's consent to any subsequent interest provided that such interest does not adversely affect the Bank's interest.
4. This Deed may be executed in any number of counterparts. All of those counterparts together will constitute one instrument.
5. **Bankwest or the Bank** means Commonwealth Bank of Australia trading as Bankwest ABN 48 123 123 124 AFSL / Australian credit licence 234945.

All notices to the Bank are to be sent to:

Attention:

Executed as a Deed

Dated

Executed by the Landlord

Executed by the Tenant

Executed by the Bank

EXECUTED by Commonwealth Bank of Australia trading
as Bankwest ABN 48 123 123 124 by its duly constituted
Attorney under Power of Attorney No. dated
who has no notice of revocation of such Power of
Attorney in the presence of:

)
)
)
)
)
)
)

The Bank by its Attorney:

Signature

Print full name of Witness

Print full name and title of Attorney



GOVERNMENT OF
WESTERN AUSTRALIA

Land Use Management

Department of Planning,
Lands and Heritage

Our Ref: 08270-1911 Case No: 1902116

Email: kevin.harrison@dplh.wa.gov.au

Telephone: (08) 9791 0860

Enquiries: Kevin Harrison

12 September 2019

Dentons Australia
St Georges Terrace
Perth WA 6000By email only eric.emmett@dentons.com

ATTENTION ERIC EMMETT

**SECTION 18 APPROVAL – MORTGAGE OVER LEASE L621909 RESERVE
17391 PERTH FLYING SQUADRON YACHT CLUB**

Thank you for your recent correspondence regarding permission for a Mortgage over Lease L621909 portion of Reserve 17391 which is set aside for the purpose of "Recreation" and managed by the City of Nedlands with power to lease for any term not exceeding 21 years subject to the consent of the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) the Minister for Lands approval is granted to the proposed Mortgage provided to the Department of Planning Lands and Heritage (DoPLH) by email dated 6th September 2019 on the condition that the final Mortgage executed by the parties is on the same terms as that provided to DoPLH with that email. If the final document executed by the parties is not on the approved terms, then it may be void under section 18 LAA.

Please note that this approval is for the purposes of section 18 LAA only and does not constitute an endorsement as to the terms and effect of the document. DoPLH cannot provide any advice in respect of the Lease and recommends that each party obtain their own independent advice as to their rights and obligations under the Lease.

This approval is subject to the registration requirements of the Transfer of Land Act 1893. You will need to provide a copy of this letter to Landgate if the documents are to be lodged for registration at Landgate.

Should you have any queries please contact me on the above telephone number or e-mail address.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'K. Harrison'.

Kevin Harrison

Senior State Lands Officer (Pos. 25295)**Delivery**

IDA10727809