



City of Nedlands

AGENDA

Special Council Meeting

Wednesday 16 September 2026

Notice of Meeting

A Special Council Meeting of the City of Nedlands is to be held on Wednesday 16 September 2026 in the Council Chambers at 71 Stirling Highway, Nedlands commencing at 6:00 pm.

This meeting will be livestreamed [Livestreaming Council & Committee Meetings » City of Nedlands](#)

Paul Martin | Chief Executive Officer
Tuesday, 15 September 2026



Information

A Special Council Meeting Agenda are run in accordance with the City of Nedlands Standing Orders 2016. If you have any questions in relation to the agenda, procedural matters, addressing the Council or attending these meetings please contact the Governance Officer on 9273 3500 or governance@nedlands.wa.gov.au

Public Question Time

Public question time at a Special Council Meeting is available for members of the public to ask a question about items on the agenda. Questions asked by members of the public are not to be accompanied by any statement reflecting adversely upon any Council Member, Committee Member or Employee.

Questions should be submitted via the online form available on the City's website: [Public question time | City of Nedlands](#)

Questions may be taken on notice to allow adequate time to prepare a response and all answers will be published in the minutes of the meeting.

Disclaimer

Members of the public who attend Council Meetings should not act immediately on anything they hear at the meetings, without first seeking clarification of Council's position. For example, by reference to the confirmed Minutes of Council meeting. Members of the public are also advised to wait for written advice from the Council prior to taking action on any matter that they may have before Council.

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1 DECLARATION OF OPENING

The City of Nedlands acknowledges the traditional custodians of this land, the Whadjuk people of the Nyoongar Nation, and pay our respects to culture and Elders, past and present. The City of Nedlands also values the contributions made to the community over the years by people of diverse backgrounds and cultures, including those who have served and sacrificed.

2 PRESENT AND APOLOGIES AND LEAVE OF ABSENCE (PREVIOUSLY APPROVED)

This item will be dealt with at this point.

3 PUBLIC QUESTION TIME

This item will be dealt with at this point.

4 DISCLOSURES OF INTERESTS

Any disclosures of Financial Interests and Interests Affecting Impartiality will be dealt with at this point.

5 DECLARATIONS BY MEMBERS THAT THEY HAVE NOT GIVEN DUE CONSIDERATION TO PAPERS

This item will be dealt with at this point.

6 MATTERS FOR WHICH THE MEETING MAY BE CLOSED

This item will be dealt with at this point.



7 DIVISIONAL REPORTS - CITY DEVELOPMENT AND REGULATORY SERVICES

7.1 Perth Children Hospital Foundation - Access and maintenance agreements

Report Number	DRS16.09.26
Applicant	City of Nedlands
Disclosure of Interest	Nil
Voting Requirements	Simple Majority
Authority/Discretion	Executive
Contributing Officer	Anita Stirrat - Strategic Land and Property Coordinator David Banovic - Coordinator Planning Approvals
Responsible Officer	Emille van Heyningen - Manager Urban Planning & Development
A/Director	Alain Baldomero - Acting Director City Development & Regulatory Services
Attachments	1. Access Licence - PCHF (For Execution) [7.1.1] 2. Maintenance Agreement - PCHF (Final) [7.1.2] 3. Access Licence and Maintenance Agreement - PCHF [Final] [7.1.3]

Purpose

To seek Council consideration to enter into an Access Licence and Maintenance Agreement with Perth Children's Hospital Foundation (PCHF) Hospice Limited, and a related agreement with the West Australian Bridge Club, to facilitate the construction and long-term maintenance of the Swanbourne Parkland associated with the Sandcastles Children's Hospice development at 61 Clement Street, Swanbourne.

The agreements are required to satisfy Condition 6 of the Western Australian Planning Commission (WAPC) Metropolitan Region Scheme development approval.

Officer Recommendation

That Council:

1. Authorises the Chief Executive Officer and Mayor to execute under the Common Seal:
 - a. the Access Licence for Reserve 7804 (Lot 505 on Deposited Plan 432383) between the City of Nedlands and Perth Children's Hospital Foundation Hospice Limited (Attachment 1); and
 - b. the Maintenance Agreement for Reserve 7804 (Lot 505 on Deposited Plan 432383) between the City of Nedlands and Perth Children's Hospital Foundation Hospice Limited (Attachment)
2. Authorises the Chief Executive Officer and Mayor to execute under the Common Seal, the Access Licence and Maintenance Agreement for Reserve



7804 (Lot 505 on Deposited Plan 432383) between West Australian Bridge Club Inc., the City of Nedlands and Perth Children's Hospital Foundation Hospice Limited (Attachment 3).

Background

Hospice development

In July 2023, the WAPC approved a development application for a Children's Hospice at then Lot 503 (61) Clement Street, Swanbourne (see *Figure 1 below*).

Construction of the Hospice began in February 2024 and it is targeted for completion in late 2026. The Hospice, to be known as Sandcastles (Boodja Mia) will be Western Australia's first Hospice specifically dedicated to caring for children.



Figure 1. Hospice Development under construction (circa January 2026)

During the design and planning phase of the Hospice project, the Hospice Limited identified an opportunity to create a community park on vacant land to the south-west of the Hospice (*Figure 2 refers*). This would be of benefit to Hospice guests and the general public and responds to a recommendation in the City's Allen Park Master Plan, which shows the site as a 'Community Active Space'.



Figure 2. Location Plan

Development Application

In February 2026, a development application for landscaping works was lodged over the land which proposes a community park with a series of elements including pathways, small gathering spaces, extensive tree plantings and garden beds, and terraced retaining (*Figure 3 refers*).



Figure 3. Proposed Community Park Landscape Plan

Noting that the land on which the works were proposed is reserved for 'Regional Open Space' under the MRS, with the WAPC as the planning decision-maker, the City acted as a referral authority in relation to the proposal. As part of its recommendation to the WAPC, the City advised that it supported the proposed community park, however, it



recommended that a maintenance agreement condition be applied over Lots 501 and 502 to enable the proponent to manage and maintain the landscaping for an agreed period of 40 years, over portions of land in care and control of the City (*Figure 4 below refers*).

On 14 May 2026, WAPC approved the proposed development and the approved development included the following condition as requested by the City:

“A Maintenance and Management Agreement between the City of Nedlands and the Child and Adolescent Health Service is to be prepared and finalised in relation to the ongoing maintenance of the Swanbourne Parkland to the satisfaction of the Western Australian Planning Commission, on the advice of the City of Nedlands.”

Although it is noted that the planning condition refers to the Child and Adolescent Health Service, the intent is for the agreement to be between the City and the PCHF Hospice Limited.

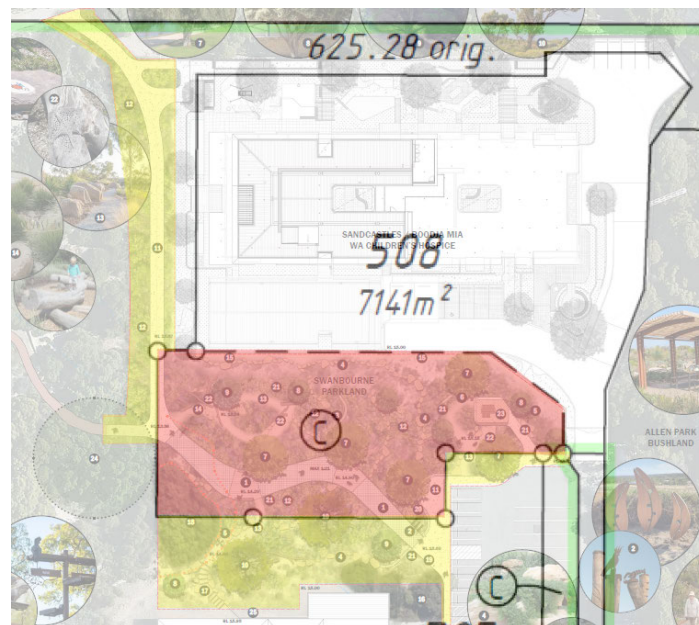


Figure 4. Land subject to maintenance agreement

Note: The land highlighted in yellow is the land under the care, control and management of the City land i.e. lot 501 and 502, subject to the maintenance agreement which forms part of the development approval condition.

A Maintenance and Management Agreement(s) between the City and the PCHF Hospice Limited has been drafted by the City's solicitors for the ongoing maintenance of the community park. The City requested the Department of Planning, Lands & Heritage (DPLH) whether the condition could be cleared prior to the finalisation of the agreements and was advised by the DPLH that the condition can be cleared by the WAPC and that this is not dependant on the finalisation of the agreements from a planning point of view. The applicant has been informed about this.

A Council resolution is required to authorise the execution of the following Agreements:

- **Access Licence**



Access Licence for Reserve 7804 (Lot 505 on Deposited Plan 432383) between the City and PCHF Hospice Limited (**Attachment 1**).

The access licence grants the PCHF Hospice Limited access to Reserve 7804 for a period of six months to undertake the approved landscaping works associated with the Children's Hospice development. The licence fee is satisfied through the delivery of the landscaping works at the cost of PCHF Hospice Limited.

Key provisions include:

- PCHF Hospice Limited is responsible for delivering all landscaping works at its cost.
- Public liability insurance of \$20 million must be maintained.
- PCHF Hospice Limited indemnifies the City and the Minister for Lands against claims arising from its activities.
- PCHF Hospice Limited is responsible for maintenance, repairs and site management during construction.
- The licence includes construction of a 7m x 5m vehicle turnaround area.

- **Maintenance agreement**

Maintenance Agreement for Reserve 7804 (Lot 505 on Deposited Plan 432383) between the City and the PCHF Hospice Limited (**Attachment 2**).

The maintenance agreement establishes the framework for the long-term establishment and maintenance of the landscaped parkland. The agreement requires PCHF Hospice Limited to complete the landscaping works and maintain the development for a period of 40 years from practical completion.

Key provisions include:

- PCHF Hospice Limited must undertake all landscaping works at its expense.
- PCHF Hospice Limited must maintain the landscaped area in accordance with approved plans and City maintenance specifications.
- A 12-month defects period applies following practical completion.
- PCHF Hospice Limited remains responsible for ongoing maintenance obligations throughout the 40-year maintenance period.
- The City may undertake default works if PCHF Hospice Limited fails to meet its obligations and recover associated costs.

- **West Australian Bridge Club Area**

Access Licence and Maintenance Agreement for Reserve 7804 (Lot 505 on Deposited Plan 432383) between West Australian Bridge Club Inc., the City and the PCHF Hospice Limited (**Attachment 3**).

A portion of the landscaping works extends into an area currently leased by the West Australian Bridge Club Inc. To accommodate these works, a separate tripartite Access Licence and Maintenance Agreement has been prepared between the City, the Club and PCHF Hospice Limited.

The agreement:



- Grants PCHF Hospice Limited access to the relevant leased area.
- Requires PCHF Hospice Limited to construct, establish and maintain the improvements.
- Requires maintenance works for a 40-year period.
- Runs until expiry of the Bridge Club lease on 30 June 2046, after which the parties must use best endeavours to negotiate an ongoing maintenance arrangement for the remainder of the maintenance period.
- Includes Minister for Lands consent for the licence arrangement.

Consultation

As part of the development application process, the PCHF Hospice Limited conducted community consultation for the landscaping and liaised with the West Australian Bridge Club Inc; McLeods Lawyers; and the City.

Strategic Implications

This item is strategically aligned to the City's Council Plan 2023-33 vision and desired outcomes as follows:

Vision: Sustainable and responsible for a bright future

People

3. A caring and supportive community for all ages and abilities.

Planet

4. Healthy and sustainable ecosystems.

Place

7. Attractive and welcoming places.

Financial Implications

During construction and the 40-year maintenance period, the costs associated with the landscaping works, establishment, defect rectification and ongoing maintenance will be borne by PCHF Hospice Limited. The City will retain responsibility for monitoring compliance with the agreements. At the conclusion of the 40-year maintenance period, the assets on City-managed land will become City assets and ongoing maintenance responsibility will transfer to the City.

Legislative and Policy Compliance

There are no direct policy implications arising from this report.

The proposed agreements relate to:



- *Local Government Act 1995*;
- *Land Administration Act 1997*;
- *Planning and Development Act 2005*; and
- Metropolitan Region Scheme Development Approval 08-50593-1.

There are currently no delegations which would allow the City to enter into these agreements without formal Council approval.

Risk Considerations

Risk Category	Risk Rating	Comment on Risk
Financial	Low	The landscaping works, establishment costs, defect rectification and ongoing maintenance obligations are the responsibility of PCHF Hospice Limited. The agreements also provide the City with rights to recover costs incurred in remedying default.
Service Delivery	Low	The proposal will enhance public open space and service delivery outcomes through the provision of improved community parkland. Maintenance obligations are clearly assigned to PCHF Hospice Limited for the maintenance period.
Compliance	Moderate	Failure to execute the agreements may prevent satisfaction of Condition 6 of the WAPC approval and delay completion of the Swanbourne Parkland works. This can also result in PCHF Hospice Limited applying to WAPC for clearance of the condition. The timely execution of the agreements mitigates this risk.
Reputational	Moderate	Failure to execute the agreements may prevent satisfaction of Condition 6 of the WAPC approval and could delay delivery of the Swanbourne Parkland works associated with the Sandcastles Children's Hospice project. This may create negative stakeholder and community perception regarding the City's support for a significant community facility and the enhancement of public open space.
Property/ICT/Infrastructure	Moderate	New parkland infrastructure, landscaping, pathways and associated improvements will be constructed on City-managed land. The agreements require PCHF Hospice Limited to



		rectify defects and maintain the assets for a 40-year period, reducing long-term exposure to the City.
Environment	Low	The project delivers revegetation and environmental enhancement outcomes in accordance with the approved landscape plan.

Analysis and Conclusion

The proposed agreements provide the legal mechanism required to enable the construction of the Swanbourne Parkland associated with the Sandcastles Children's Hospice development and satisfy the maintenance and management agreement requirement imposed by the WAPC approval. The agreements allocate construction, maintenance, insurance and liability responsibilities to PCHF Hospice Limited and are considered to appropriately protect the City's interests, while facilitating delivery of an important community asset.

Accordingly, it is recommended that Council approves and executes the agreements, which would enable the City to recommend to the WAPC that the condition be cleared.

Access Licence – Reserve 7804 (Lot 505 on Deposited Plan 432383)

City of Nedlands

PCHF Hospice Limited



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Details

Parties

City of Nedlands

of PO Box 9 NEDLANDS WA 6009

(Licensor)

PCHF Hospice Limited (ACN 667 723 300)

of Level 4 Perth Children's Hospital, 15 Hospital Avenue NEDLANDS WA 6009

(Licensee)

Background

- A The Licensor has the care, control and management of the Land pursuant to a Management Order.
- B The Licensee requires access to the Licensed Area for the purpose of carrying out the Landscaping Works on the Land which are required in connection with the Children's Hospice Development.
- C The Licensor has agreed to licence, and the Licensee has agreed to take a licence of the Licensed Area upon the terms and conditions contained in this Licence.

Agreed terms

1. Definitions

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

Amounts Payable means the Licence Fee and any other money payable by the Licensee under this Licence;

Authority means any government or any governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, committee, commission, authority, tribunal, agency, Minister, statutory body or entity and any utility provider;

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

CEO means the Chief Executive Officer for the time being of the Licensor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Licence;

Children's Hospice Development means the Sandcastles Children's Hospice Project, being a joint project between the Licensee and the Child and Adolescent Health Service;

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

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

Completion Date means the date the Landscaping Works are required to be completed, namely the date at which is six (6) months from the date of execution of this Licence;

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

Emergency means a serious, unexpected situation requiring immediate action;

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

Environmental Contamination has the same meaning as the word "contaminated" in the Contaminated Sites Act;

Fair Wear and Tear means the normal deterioration of property from ordinary, everyday use;

Further Term means the further term(s) specified in **Item 4** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

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

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

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

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

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

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

Interest Rate means the rate at the time the payment falls due being 2% greater than the Licensor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

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

Landscaping Works means the landscape works for the Children's Hospice Development to be undertaken on the Licensed Area by the Licensee;

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

Licence Fee means the licence fee specified in **Item 6** of the Schedule as varied from time to time under this Licence;

Licence Fee Review Date means a date identified in **Item 7** of the Schedule, if applicable;

Licensed Area means the area of the Land to be licensed to the Licensee as more particularly described at **Item 2** of the Schedule;

Licensee's Agents includes:

- (a) Sublessees, employees, agents, contractors, invitees and licensees of the Licensee; and
- (b) any person on the Licensed Area by the authority of a person specified in (a).

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

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

Main Roads means Main Roads Western Australia;

Management Order means the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Licensor for the purpose of Park and Recreation;

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

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

Party means the Licensor or the Licensee according to the context;

Permitted Purpose means the purpose set out in **Item 8** of the Schedule;

WAPC means the Western Australian Planning Commission;

Schedule means the Schedule to this Licence;

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

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

Term means the term of this Licence as specified in **Item 3** of the Schedule; and

Termination means the date of:

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

2. Grant of Licence

2.1 Generally

Subject to **clause 2.2** and **clause 2.3**, the Licensor licenses to the Licensee the Licensed Area for the Term subject to:

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

2.2 Consent of the Licensor

- (1) The Licensor consents to the grant of the Licence, subject to the following conditions:
 - (a) the Licence shall not derogate from, or adversely affect, the Licensor's rights, interests or obligations under the Management Order;
 - (b) the Licensor and Licensee comply with all applicable statutes, regulations, and local laws governing the Licensed Area; and
 - (c) the Licensee's activities under the Licence do not contravene any restriction, prohibition, or requirement imposed by the Management Order.
- (2) The Licensor reserves the right to revoke its consent at any time in the event that:
 - (a) the Licence, or any activities conducted under the Licence, contravene the conditions of the Management Order; and/or
 - (b) the Licensee fails to comply with any statutory or regulatory requirement applicable to the Licensed Area or use thereof.

2.3 Consent of the Minister for Lands

This Licence is conditional on the Licensor obtaining the Minister for Lands' consent. A copy of the Minister for Lands' consent is attached to this Licence as **Annexure 2**.

3. Quiet enjoyment

The Licensee acknowledges that the rights hereby conferred rest in contract only and nothing herein contained or implied shall be construed as granting or shall be deemed to grant to the Licensee any estate or interest in the Licensed Area or any right of exclusive possession.

4. Licence Fee and other payments

4.1 Licence Fee

The Licensee covenants with the Licensors to pay to the Licensors the Licence Fee in the manner set out at **Item 6** of the Schedule on and from the Commencement Date clear of any deductions.

4.2 Outgoings

- (1) The Licensee covenants with the Licensors to pay to the Licensors or to such person as the Licensors may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Licensed Area:
 - (a) security charges or call out charges which, in the Licensors' reasonable opinion, relate to the Licensee, the Licensee's Agents or the Licensee's use of the Licensed Area; and
 - (b) any other 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.
- (2) If the Licensed Area are not separately charged or assessed, the Licensors will determine (acting reasonably) a proportionate amount payable by the Licensee in respect of the Licensed Area and the Licensee must pay to the Licensors that amount within fourteen (14) days of receipt of a tax invoice from the Licensors.

4.3 Costs

- (1) The Licensee covenants with the Licensors to pay to the Licensors on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act 2008* (WA) and other statutory duties or taxes payable on or in connection with this Licence; and
 - (b) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Licence and all copies.
- (2) The Licensee covenants with the Licensors to pay to the Licensors all costs, legal fees, disbursements and payments incurred by or for which the Licensors is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Licence;
 - (b) any breach of covenant by the Licensee or the Licensee's Agents;
 - (c) any work done at the Licensee's request; and
 - (d) any action or proceedings arising out of or incidental to any matters referred to in this **clause 4.3** or any matter arising out of this Licence.

4.4 Payment of Money

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

4.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

5. Insurance

5.1 Public Liability Insurance

The Licensee must ensure that at all times, whether by the Licensee or by an agent or contractor engaged by the Licensee, adequate public liability insurance, covering all activities carried out by or on behalf of the Licensee in, about or from the Licensed Area, is effected and maintained with insurers approved by the Licensor (noting the Licensor's, the Minister for Lands and the Licensee's respective rights and interests in the Licensed Area) for the time being, for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim or such greater amount as the Licensor may from time to time reasonably require.

5.2 Volunteer insurance and workers compensation insurance

- (1) The Licensee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Licensee employed in, about or from the Licensed Area.
- (2) The Licensee must effect and maintain a policy of personal accident insurance including insurance in respect of all volunteers of the Licensee employed in, about or from the Licensed Area.

5.3 Details and receipts

In respect of the insurances required by **clauses 5.1 and 5.2** the Licensee must:

- (a) upon renewal of any insurance policy immediately forward to the Licensor copies of certificates of currency and details of the insurances as held by the Licensee or by an agent or contractor of the Licensee;
- (b) promptly pay all premiums and produce to the Licensor for each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Licensor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

5.4 Payment of excess on insurance

The Licensee agrees with the Licensor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clauses 5.1 and 5.2**.

5.5 Not to invalidate

The Licensee must not do or omit to do any act or thing or bring or keep anything on the Licensed Area which might:

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

5.6 Report

- (1) The Licensee must report to the Licensor promptly in writing and in an emergency verbally:
 - (a) any damage to the Licensed Area of which the Licensee is or might be aware; and
 - (b) any circumstances of which the Licensee is aware and which are likely to be a danger or cause any damage or danger to the Licensed Area or to any person in or on the Licensed Area.

5.7 Settlement of claim

The Licensor may, but the Licensee may not without prior written consent of the Licensor, settle or compromise any claims under any policy of insurance required by **clauses 5.1, 5.2 and 5.3**.

5.8 Licensee's equipment and possessions

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

6. Indemnity

6.1 Licensee responsibilities

The Licensee is responsible and liable for all acts or omissions of the Licensee's Agents on the Licensed Area and for any breach by them of any covenants or terms in this Licence required to be performed or complied with by the Licensee.

6.2 Indemnity

- (1) The Licensee indemnifies, and shall keep indemnified, the Licensor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Licensor and/or the Minister for Lands, or brought, maintained or made against the Licensor and/or the Minister for Lands, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
 - (d) the use or occupation of the Licensed Area by the Licensee or the Licensee's Agents;
 - (e) any work carried out by or on behalf of the Licensee on the Licensed Area;

- (f) the Licensee's activities, operations or business on, or other use of any kind of, the Licensed Area;
- (g) the presence of any Environmental Contamination or pollution in on or under the Licensed Area or adjoining land caused or contributed to by the act, neglect or omission of the Licensee or the Licensee's Agents;
- (h) any default by the Licensee in the due and punctual performance, observance and compliance with any of the Licensee's covenants or obligations under this Licence; or
- (i) an act or omission of the Licensee.

6.3 Obligations Continuing

- (1) The obligations of the Licensee under this clause:
 - (a) are unaffected by the obligation of the Licensee to take out insurance, and the obligations of the Licensee to indemnify are paramount, however if insurance money is received by the Licensor for any of the obligations set out in this clause then the Licensee's obligations under **clause 6.2** will be reduced by the extent of such payment; and
 - (b) continue after the expiration or earlier determination of this Licence in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Licence.

6.4 No indemnity for Licensor's negligence

The parties agree that nothing in this clause shall require the Licensee to indemnify the Licensor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Licensor, or their servants, agents, contractors or invitees.

6.5 Release

- (1) The Licensee:
 - (a) agrees to occupy and use the Licensed Area at the risk of the Licensee; and
 - (b) releases to the full extent permitted by law, the Licensor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Licensed Area or arising from the Licensee's use or occupation of the Licensed Area by the Licensee;
 - (ii) loss of or damage to the Licensed Area or personal property of the Licensee; and
 - (iii) any loss (including loss of profit) in anyway related to unavailability, breakdown, failure or defective operation of a mechanical service or any other service or in any way related to the repair and maintenance of the Licensed Area or the Licensor's fixtures and fittings;
 - (iv) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Environmental Contamination or pollution in, on or under the Licensed Area or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Licensor, or their servants, agents, contractors or invitees.

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

6.6 Limit of Licensor's liability

- (1) The Licensor is only liable for breaches of the Licensor's Covenants set out in this Licence which occur while the Licensor is the management body of the Licensed Area.
- (2) The Licensor will not be liable for any failure to perform and observe any of the Licensor's Covenants due to any cause beyond the Licensor's control.

7. Maintenance, repair and cleaning

7.1 Generally

- (1) Subject to **clause 7.2**, and on the understanding that the Licensed Area will be a construction site during the term of this Licence, the Licensee agrees during the Term and for so long as the Licensee uses the Licensed Area to maintain, replace, repair, clean and keep the Licensed Area, clean and keep in Good Repair having regard to the age of the Licensed Area at the Commencement Date provided that this subclause shall not impose on the Licensee any obligation to carry out repairs or replacement that are necessary as a result of Fair Wear and Tear, except when such repair or replacement is necessary because of any act or omission of or on the part of the Licensee or the Licensee's Agents, or the Licensor's insurances are invalidated by any act, neglect or default by the Licensee or the Licensee's Agents.
- (2) If any of the Landscaping Works are in need of repair, maintenance or replacement because of any act or omission of or on the part of the Licensee or the Licensee's Agents, or by the Licensee's particular use or occupancy of the Licensed Area, or the Licensor's insurances are invalidated by any act, neglect or default by the Licensee or the Licensee's Agents, the Licensor may require, by written notice to the Licensee, that the Licensee be fully responsible for the costs of such repair, maintenance or replacement.
- (3) Notwithstanding any other provision of this Licence, the Licensee will be responsible for any repair or replacement which is necessary because of any act or omission of or on the part of the Licensee or the Licensee's Agents, or the Licensor's insurances are invalidated by any act, neglect or default by the Licensee or the Licensee's Agents.

7.2 Acknowledgement

The Licensee acknowledges and agrees that the Licensor may have limited, or no, funds set aside within its budget for maintenance of the Licensed Area, and as a consequence the Licensor will not be able to rectify any major maintenance or problem unless it has sufficient monies set aside in its budget for such purpose and/or the Licensor's Council has approved such expenditure

7.3 Cleaning

The Licensee must at all times keep the Licensed Area clean, tidy, unobstructed and free from dirt and rubbish, as far as is reasonably practicable for a construction site.

7.4 Repair

Unless such damage is the Licensor's responsibility pursuant to the terms of the Licence, the Licensee must promptly repair at its own expense to the satisfaction of the Licensor, any damage to the Licensed Area regardless of how the damage is caused.

7.5 Responsibility for Securing the Licensed Area

The Licensee must ensure the Licensed Area is appropriately secured at all times during the Term.

7.6 Surroundings

- (1) The Licensee must regularly inspect and maintain in good condition any part of the Licensed Area, including but not limited to any flora, gardens lawns, shrubs, hedges and trees.
- (2) The Licensee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Licensor, except where necessary for urgent safety reasons.

7.7 Pest Control

The Licensee must keep the Licensed Area free of any pests and vermin and the cost of extermination will be borne by the Licensee.

7.8 Comply with all reasonable conditions

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

7.9 Drains

The Licensor is to keep and maintain the waste pipes drains and conduits originating in the Licensed Area or connected thereto in a clean clear and free flowing condition, clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Licensed Area and the point of entry thereof into any trunk drain unless such blockage has been caused by a negligent or wrongful act or omission of the Licensor, or its servants, agents, contractors or invitees.

7.10 Acknowledgement of state of repair of Licensed Area

- (1) The Licensee accepts the Licensed Area and the Land in its present condition relying upon its own enquiries and investigations.
- (2) The Licensor does not expressly or impliedly warrant that the Licensed Area are now or will remain suitable or adequate for all or any of the purposes of the Licensee or for the business which the Licensee is authorised to conduct thereon and to the extent permitted by law, all warranties (if any) as to suitability and adequacy of the Licensed Area implied by law are hereby expressly negated.

8. Alterations

8.1 Restriction

- (1) The Licensee must not without prior written consent:
 - (a)
 - (i) from the Licensor;
 - (ii) from any other person from whom consent is required under this Licence; or
 - (iii) as required under statute in force from time to time, including but not limited to the planning approval of the Licensee under a local planning scheme of the Licensee,
 - (b) install any new signage;
 - (c) make or allow to be made any alteration, addition or improvements to or demolish any part of the Licensed Area;

- (d) remove alter or add to any fixtures, fittings or facilities in or on the Licensed Area; or
- (e) subject to the performance of the Licensee's obligations in **clause 7**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Licensed Area.

8.2 Consent

- (1) If the Licensor and any other person whose consent is required under this Licence or at law consents to any matter referred to in **clause 8.1** the Licensor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Licensor or any other person giving consent;
 - (ii) require that work be carried out in accordance with the Building Code of Australia; and
 - (iii) require that any alteration be carried out to the satisfaction of the Licensor under the supervision of an engineer or other consultant; and
 - (b) if the Licensor consents to any matter referred to in **clause 8.1**:
 - (i) the Licensor gives no warranty that the Licensor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Licensee must apply for and obtain all such consent, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions and must strictly comply with such consents or approvals.

8.3 Cost of Works

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

8.4 Conditions

- (1) If any of the consents given by the Licensor or other persons whose consent is required under this Licence or at law require other works to be done by the Licensee as a condition of giving consent, then the Licensee must at the option of the Licensor either:
 - (a) carry out those other works at the Licensee's expense; or
 - (b) permit the Licensor to carry out those other works at the Licensee's expense,in accordance with the Licensor's requirements.

9. Use

9.1 Restrictions on use

- (1) The Licensee must not and must not suffer or permit a person to:
- (a)
 - (i) use the Licensed Area or any part of it for any purpose other than the Permitted Purpose; or
 - (ii) use the Licensed Area for any purpose which is not permitted under any local planning scheme or any law relating to health;
 - (b) do or carry out on the Licensed Area any harmful, offensive or illegal act, matter or thing;
 - (c) do or carry out on the Licensed Area anything which causes a nuisance, damage or disturbance to the Licensor or to owners or occupiers of adjoining properties;
 - (d) store any dangerous or illegal compound or substance on or in the Licensed Area;
 - (e) do any act or thing which might result in excessive stress or harm to any part of the Licensed Area;
 - (f) display from or affix any signs, notices or advertisements on the Licensed Area without the prior written consent of the Licensor;
 - (g) to use or allow the Licensed Area to be used for the consumption of alcohol without first obtaining the written consent of the Licensor; or
 - (h) use the Licensed Area as the residence or sleeping place of any person or for auction sales.

9.2 No Warranty

- (1) The Licensor gives no warranty:
- (a) as to the use to which the Licensed Area may be put; or
 - (b) that the Licensor will issue any consents, approvals, authorities, permits or licences required by the Licensee under any statute for its use of the Licensed Area

9.3 Licensed Area Subject to Restriction

The Licensee accepts the Licensed Area for the Term subject to any existing prohibition or restriction on the use of the Licensed Area.

9.4 Indemnity for Costs

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

10. Licensor's right of entry

10.1 Entry on Reasonable Notice

- (1) The Licensee must permit entry by the Licensor onto the Licensed Area without notice in the case of an Emergency, and otherwise upon reasonable notice:
 - (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials,
 - (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Licensed Area and to ensure compliance with the terms of this Licence;
 - (ii) to carry out any survey or works which the Licensor considers necessary, however the Licensor will not be liable to the Licensee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Licensee;
 - (iii) to comply with the Licensor's Covenants or to comply with any notice or order of any authority in respect of the Licensed Area for which the Licensor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Licensee of any term of this Licence but the Licensor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Licensor's other rights, remedies or powers under this Licence.
- (2) The Licensor must make good any damage caused to the Licensed Area or the Licensor's property as a result of the Licensor exercising the Licensor's power to enter the Licensed Area in the case of an Emergency.

10.2 Costs of Rectifying Breach

- (1) All costs and expenses incurred by the Licensor as a result of any breach referred to in **clause 10.1(1)(b)(iv)** together with any interest payable on such sums will be a debt due to the Licensor and payable to the Licensor by the Licensee on demand.

11. Statutory obligations and notices

11.1 Comply with Statutes

- (1) The Licensee must:
 - (a) comply promptly with all statutes, local laws, mandates and directives from time to time in force relating to the Licensed Area, including without limitation all relevant laws, mandates and directives relating to occupational health and safety and the health and safety of all persons entering upon the Licensed Area;
 - (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Licensed Area specified at **clause 9**;
 - (c) comply with all relevant state and commonwealth law and all relevant codes, including without limitation the Building Code of Australia, and all relevant standards published by Standards Australia;
 - (d) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Licensed Area; and
 - (e) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Licensed Area or to the business the Licensee carries on at the Licensed Area.

11.2 Indemnity if Licensee Fails to Comply

- (1) The Licensee indemnifies the Licenser against:
 - (a) failing to perform, discharge or execute any of the items referred to in **clause 11.1**; and
 - (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 11.1**.

11.3 No Fetter

- (1) Notwithstanding any other provision of this Licence, the parties acknowledge that the Licenser is a local government established by the *Local Government Act 1995*, and in that capacity, the Licenser may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Licenser shall not be taken to be in default under this Licence by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Licence fetter the Licenser in performing its statutory obligations or exercising any discretion.

12. Report to Licensor

The Licensee must immediately report to the Licensor:

- (a) any act of vandalism or any incident which occurs on or near the Licensed Area which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Licensee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Licensed Area of which it becomes aware, which might reasonably be expected to cause, in or on the Licensed Area, pollution of the environment;
- (c) all notices, orders and summonses received by the Licensee and which affect the Licensed Area and immediately deliver them to the Licensor; and
- (d) any incident, event or occurrence which has the potential to have an adverse impact upon the health and/or safety visitors or patrons of the Licensed Area or the wider community.

13. Default

13.1 Events of Default

A default occurs if:

- (a) the Licensee is in breach of any of the Licensee's Covenants for twenty-eight (28) days after a Notice has been given to the Licensee to rectify the breach or to pay compensation in money;
- (b) the association is wound up whether voluntarily or otherwise;
- (c) the Licensee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Licence;
- (d) a mortgagee takes possession of the property of the Licensee under this Licence;
- (e) any execution or similar process is made against the Licensed Area on the Licensee's property;
- (f) the Licensed Area is vacated, or otherwise not used, in the Licensor's reasonable opinion, for the Permitted Purpose for a six (6) month period; or
- (g) a person other than the Licensee or a permitted sublicensee or assignee is in occupation or possession or in use of the Licensed Area or in receipt of a licence fee and profits.

13.2 Forfeiture

On the occurrence of any of the events of default specified in clause 13.1 the Licensor may:

- (a) without notice or demand at any time enter the Licensed Area and on re-entry the Term will immediately determine;
- (b) by notice to the Licensee determine this Licence and from the date of giving such notice this Licence will be absolutely determined; and
- (c) by notice to the Licensee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Licence will be determined as from the giving of the notice and until the tenancy is determined the Licensee will hold the Licensed Area from the Licensor as a tenant from month to month under **clause 15**,

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

13.3 Licensor may remedy breach

If the Licensee:

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

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

13.4 Acceptance of Amount Payable by Licensor

Demand for or acceptance of the Amounts Payable by the Licensor after an event of default has occurred will not affect the exercise by the Licensor of the rights and powers conferred on the Licensor by the terms of the Licence or at law and will not operate as an election by the Licensor to exercise or not to exercise any right or power.

13.5 Essential Terms

Each of the Licensee's Covenants in **clauses 4** (Licence Fee and Other Payments), **5** (Insurance), **6** (Indemnity), **7** (Maintenance, Repair and Cleaning), **9** (Use), **16** (No Assignment, Subletting and Charging) and **19** (Goods and Services Tax) are essential terms of this Licence but this **clause 13.5** does not mean or imply that there are no other essential terms in this Licence.

13.6 Breach of Essential Terms

If the Licensee breaches an essential term of this Licence then, in addition to any other remedy or entitlement of the Licensor:

- (a) the Licensee must compensate the Licensor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Licensor will be entitled to recover damages against the Licensee in respect of the breach of an essential term; and
- (c) the Licensee covenants with the Licensor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Licensor of a repudiation of this Licence by the Licensee; or
 - (ii) following the failure by the Licensee to comply with any notice given to the Licensee to remedy any default,
- (d) the Licensee must pay to the Licensor on demand the total of the Amounts Payable under this Licence which would have been payable by the Licensee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Licensor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Licensed Area;
- (e) the Licensee agrees that the covenant set out in this **clause 13.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Licence;
- (f) the Licensee may deduct from the amounts referred to at **clause 13.6(c)** the Licence Fee and other money which the Licensor reasonably expects to obtain by re-letting the Licensed Area between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (g) the Licensor must take reasonable steps to mitigate its losses and endeavour to re-let the Licensed Area at a reasonable licence fee and on reasonable terms but the Licensor is not required to offer or accept a licence fee or terms which are the same or similar to the licence fee or terms contained or implied in this Licence.

14. Holding over

If the Licensee uses the Licensed Area after the expiry of the Term with the consent of the Licensor, the Licensee will be a monthly licensee of the Licensor at a licence fee equivalent to one twelfth of the Licence Fee for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Licence provided that all consents required under this Licence or at law have been obtained to the Licensee using the Licensed Area as a monthly licensee.

15. Obligation on Termination

15.1 Restore Licensed Area

- (1) The Licensee acknowledges that:
 - (a) once the Landscaping Works reach practical completion, the Licensed Area will be made accessible to the public; and
 - (b) 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 Licence.

15.2 Peacefully surrender

On Termination the Licensee must:

- (a) peacefully surrender and yield up to the Licensor the Licensed Area in a condition consistent with the observance and performance of the Licensee's Covenants under this Licence; and
- (b) surrender to the Licensor 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 Licensor.

15.3 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 other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Licensor form an integral part of the Licensed Area and promptly make good, to the satisfaction of the Licensor, any damage caused by the removal.

15.4 Licensor can remove property on re-entry

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

15.5 Clause to survive termination

The Licensee's obligations under this clause shall survive Termination.

16. No Assignment, sub-letting and charging

16.1 No Assignment or Subletting

The rights in this Licence are personal to the Licensee, and Licensee may not transfer, assign, sublicense, mortgage, charge, assign or otherwise part with possession or any way dispose of any of its rights or obligations under this Licence.

16.2 Property Law Act 1969

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

16.3 No mortgage or charge

The Licensee must not mortgage nor charge the Land.

17. Damage or Destruction

If the Licensed Area are at any time during the Term destroyed or damaged to an extent as to be unfit for the occupation and use of the Licensee, either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this Licence. The Term will terminate upon such notice being given and the Licensee must vacate the Licensed Area and surrender the same to the Licensor, but such termination will be without prejudice however to the liability of the Licensee under this Licence up to the date of termination.

18. Disputes

18.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Licence is to be referred in the first instance in writing to the Licensor's Representative as nominated in writing by the Licensor from time to time (**Licensor's Representative**) who shall convene a meeting within ten (10) days of receipt of such notice from the Licensee or such other period of time as is agreed to by the parties between the Licensor's Representative and an officer of the Licensee for the purpose of resolving the dispute (**Original Meeting**).

18.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 18.1** of this Licence then the dispute shall be referred in writing to the CEO of the Licensor and a senior representative of the Licensor who shall convene a meeting within ten (10) days of the Original Meeting or such other date as is agreed to by the parties between the CEO and a senior representative of the Licensee for the purpose of resolving the dispute.

18.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 18.2** of this Licence then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Licensor and the Licensee may each be represented by a legal practitioner.

18.4 Payment of Amounts Payable to Date of Award

The Licensee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Licensee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Licensor and the Licensee then the Licensor will refund to the Licensee the monies paid.

19. Goods and services tax

19.1 Licensee must Pay

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

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

19.2 Increase in GST

If, at any time, the GST Rate is increased, the Licensor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with **clause 19.1(b)**.

19.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 19.1** and **19.2** the Licensor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Licensee to submit a claim for a credit or refund of GST.

20. Notice

20.1 Form of delivery

A Notice to a party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Licence or any other address nominated by a Party by Notice to the other.

20.2 Service of notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 20.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and

- (c) if by post to an address specified in **clause 20.1(b)**, on the fourth business day following the date of posting of the Notice.

20.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

21. General Provisions

21.1 Caveat

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

21.2 Licensor's Consent

The Licensee acknowledges and agrees with the Licensor that:

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

21.3 Acts by agents

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

21.4 Statutory powers

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

21.5 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.

21.6 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.

21.7 Moratorium

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

21.8 Further assurance

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

21.9 Waiver

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

21.10 Non-Disparagement

The Parties shall refrain from:

- (a) making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks and derogatory statements or comments made to anyone with respect to the other Party; and
- (b) making a public or non-confidential statement relating to a claim or complaint against the other Party to this Licence without first obtaining that Party's consent.

21.11 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.

21.12 Interpretation

In this Licence, unless expressed to the contrary:

- (a) Words importing:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender include each gender;
- (b) A reference to:
 - (i) a natural person includes a body corporate or local government; and
 - (ii) a body corporate or local government includes a natural person;
- (c) A reference to a professional body includes a successor to or substitute for that body;
- (d) A reference to a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;

- (e) A reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements or consolidations of any of them from time to time in force;
- (f) A reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) A reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (h) A reference to this Licence or provisions or terms of this Licence or any other deed, agreement, instrument or contract include a reference to:
 - (i) both express and implied provisions and terms; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) Any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (k) If a Party comprises two or more persons, the obligations and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them;
- (l) The agreements and obligations on the part of the Licensee not to do or omit to do any act or thing include:
 - (i) an agreement not to permit that act or thing to be done or omitted to be done by the Licensee or any person authorised by the Licensee; and
 - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done;
- (m) Except in the Schedule headings do not affect the interpretation of this Licence.

22. Additional terms, covenants and conditions

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

Schedule

Item 1 Land

Reserve 7804, Lot 505 on Deposited Plan 432383 being the whole of the land comprised in Crown Land Title Volume LR3179 Folio 467.

Item 2 Licensed Area

That part of the Land depicted on the plan annexed hereto as **Annexure 1**, including all structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 3 Term

Six (6) months commencing on the Commencement Date.

Item 4 Further Term

Nil.

Item 5 Commencement Date

At the execution of this Licence or the date upon which the first soil is broken as part of the Landscaping Works, whichever is the latter.

Item 6 Licence Fee

Consideration for the Licence shall be the Landscaping Works on the Licensed Area at the cost of the Licensee.

Item 7 Licence Fee Review Date

Not applicable.

Item 8 Permitted Purpose

Access to the Land for Landscaping Works and uses reasonably ancillary thereto.

Item 9 Public Liability Insurance

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

Item 10 Additional terms, covenants and conditions

10.1 Landscape Concept Plan

- (1) Prior to the Commencement Date, a landscape concept plan must be submitted to and approved by the WAPC on advice from the Licensor (**Landscape Concept Plan**).
- (2) The approved Landscape Concept Plan must be implemented and adhered to at all times for the life of the development to the satisfaction of the WAPC.
- (3) A copy of the Landscape Concept Plan is annexed to this Agreement as **Annexure 3**.

10.2 Vehicle Turn Around Area

- (1) The Licensee is to construct a vehicle turn around area on Lot 502 with dimensions of 7 metres by 5 metres, immediately West of the Children's Hospice Development (**Vehicle Turn Around Area**)
- (2) The Vehicle Turn Around Area is to be constructed to the satisfaction of the Licensor and in compliance with the approved Landscape Concept Plan.

10.3 Maintenance Agreement

- (1) Prior to the Commencement Date, the Licensor and the Licensee shall enter into an agreement for the ongoing maintenance of the Licensed Area following the Completion Date for a period of forty (40) years (**Ongoing Maintenance Agreement**).
- (2) The Ongoing Maintenance Agreement shall provide for the establishment, management and ongoing maintenance of landscaping for the duration of forty (40) years.

Signing page

EXECUTED by the parties as a Deed on the _____ day of _____ 2026

THE COMMON SEAL of the **CITY OF NEDLANDS** was affixed by authority of a resolution of the Council in the presence of -

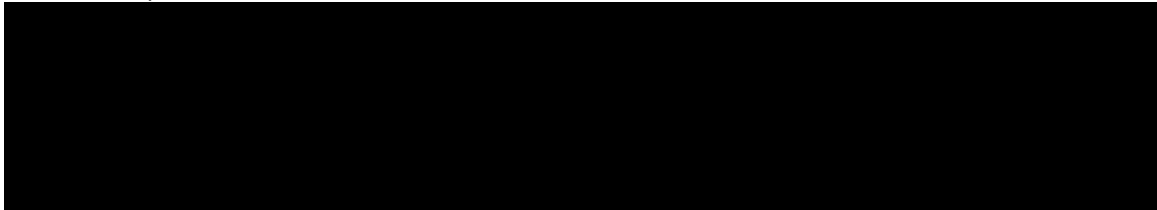
MAYOR

(Print Full Name)

CHIEF EXECUTIVE OFFICER

(Print Full Name)

Executed by **PCHF Hospice Limited (ACN 667 723 300)** in accordance with section 127 of the

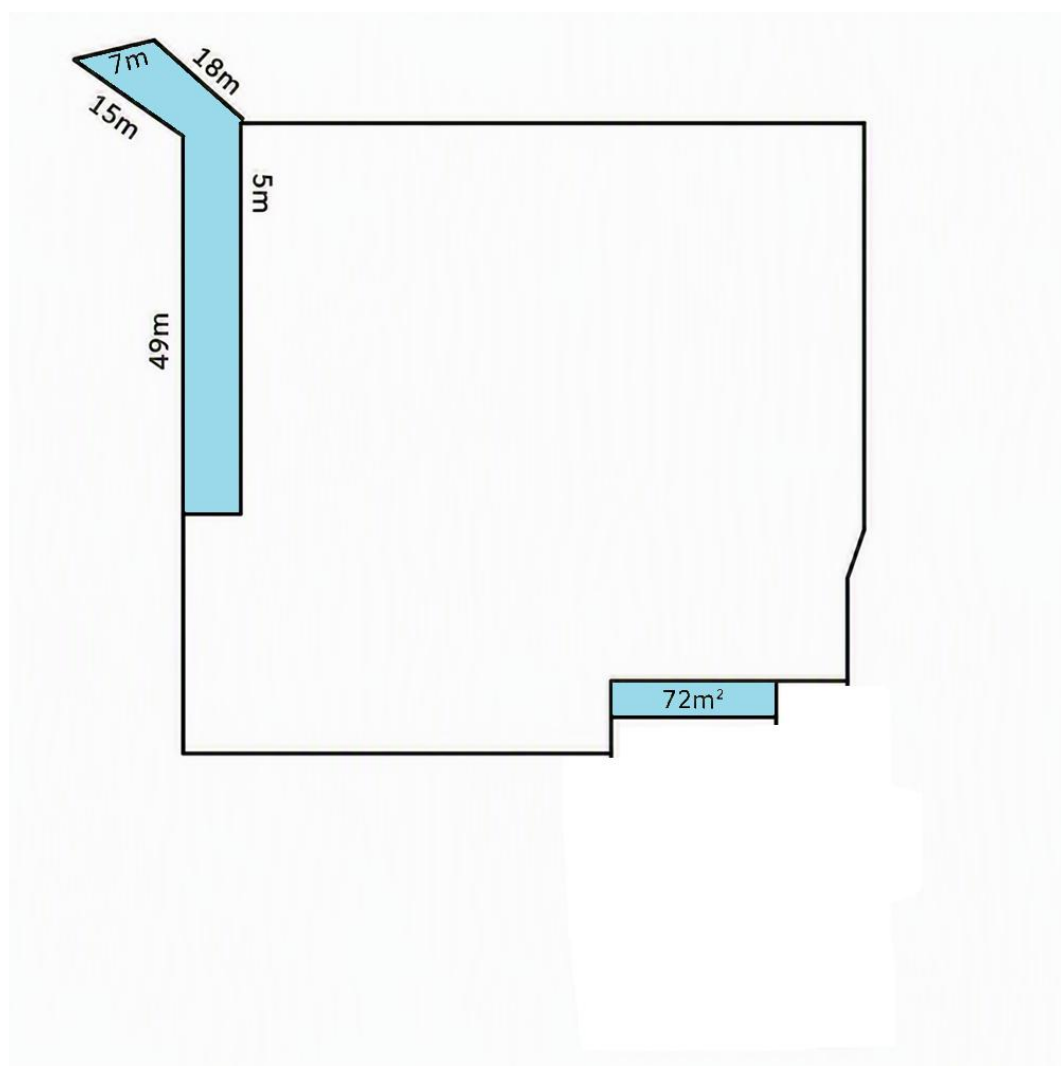


(Please delete as applicable)

Name of Director (print)

Name of director/company secretary (print)

Annexure 1– Sketch of Licensed Area



Annexure 2 – Minister for Lands' Consent



Department of Planning,
Lands and Heritage



OFFICIAL - Sensitive

Our ref: 09419-1900 Case: 2602181
Enquiries: [REDACTED]
Email: delivery@dplh.wa.gov.au

14 August 2026

[REDACTED]
McLeods Lawyers
220 Stirling Highway
CLAREMONT WA 6010

BY EMAIL ONLY: rmiller@mcleods.com.au

Dear Roland

SECTION 18 MINISTERS CONSENT TO A LICENCE BETWEEN CITY OF NEDLANDS (LICENSOR) AND PCHF HOSPICE LIMITED (LICENSEE)

Thank you for your recent correspondence regarding consent to a Licence over portion Class 'A' Reserve 7804 being Lot 505 on Deposited Plan 432383 which is set aside for the purpose of 'Park and Recreation' and managed by the City of Nedlands with power to lease (or sub-lease or licence) for any term subject to the consent of the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) approval from the Minister for Lands is granted to the proposed Licence provided to the Department of Planning, Lands and Heritage (Department) by email dated 14 August 2026 on the condition that the final Licence executed by the parties is on the same terms as that provided to the Department 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. The Department cannot provide any advice in respect of the Licence and recommends that each party obtain their own independent advice as to their rights and obligations under the Licence.

Should you have any enquiries please don't hesitate to contact me on any of the above details.

Yours sincerely



Senior State Land Officer
Delivery – Land Use Management

140 William Street Perth WA 6000 | Locked Bag 2506 Perth WA 6001 | (08) 655 18002
info@dplh.wa.gov.au | www.dplh.wa.gov.au
ABN 68 565 723 484

Annexure 3 – Landscape Concept Plan



Maintenance Agreement – Reserve 7804 (Lot 505 on Deposited Plan 432383)

City of Nedlands

PCHF Hospice Limited



McLEODS

Lawyers

Stirling Law Chambers | 220 Stirling Highway | CLAREMONT WA 6010

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

Email - mcleods@mcleods.com.au

Ref: FG:RM:NED:56319

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Details

Parties

City of Nedlands

of PO Box 9 NEDLANDS WA 6009

(City)

PCHF Hospice Limited (ACN 667 723 300)

of Level 4 Perth Children's Hospital, 15 Hospital Avenue NEDLANDS WA 6009

(PCHF)

Background

- A The City has the care, control and management of the Land pursuant to a Management Order.
- B PCHF required access to the Premises for the purpose of carrying out the Landscaping Works on the Land which are required in connection with the Children's Hospice Development. To obtain this access, PCHF entered into:
 - (a) an access licence agreement between the City as Licensor and PCHF as Licensee (**PCHF Access Licence**); and
 - (b) an access licence and maintenance agreement between the Western Australian Bridge Club (**WABC**) as Licensor and PCHF as Licensee, with the consent of the City (**WABC Licence**), for that portion of the Land leased from the City as lessor to WABC as lessee (**WABC Land**), by a lease dated 1 August 2019 (**WABC Lease**).
- C As part of the Children's Hospice Development, an application was made to the WAPC for approval to develop land, of which the Premises forms part.
- D The application was approved on 14 May 2026 subject to a number of conditions, including the Condition (**Approval**).
- E PCHF has requested that the City recommend clearance of the Approval for the Public Community Park associated with WA Children's Hospice (copy annexed to this Agreement as **Annexure 2**).
- F The City has agreed to the PCHF's request subject to the PCHF entering into an Agreement with the City whereby PCHF agrees to:
 - (i) carry out and complete the Landscaping Works for the Premises by the Completion Date; and
 - (ii) carry out the Maintenance Works during the Maintenance Period.
- G The Parties enter into this Agreement to set out the terms of the City's agreement to recommend clearance of the Condition of the Approval and to satisfy the City's requirements.

Agreed terms

1. Defined terms and interpretation

1.1 Defined Terms

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

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

Approval means WAPC Approval 08-50593-1, a copy of which is annexed to this Agreement as **Annexure 1**;

Approved Landscape Plan means the plan annexed hereto in **Annexure 3**;

Approved Plans means those plans and specifications annexed to this Agreement as **Annexure 3**, or any other plans or specifications detailing the Maintenance Works and the Works as required by the Condition and the Approved Landscape Plan, approved by the City and any other relevant Authority;

Authority means a government, semi government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body even if corporate or privatised;

Business Day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia;

Children's Hospice Development means the Sandcastles Children's Hospice Project, being a joint project between the Licensee and the Child and Adolescent Health Service;

City's Maintenance Specifications means the City's technical specifications (including maintenance checklists) annexed to this Agreement as **Annexure 4**, or any other maintenance specification or requirement implemented by the City;

Completion Date means for the Landscaping Works, the date at which Practical Completion is issued in relation to the Landscaping Works;

Condition means Condition 6 of the Approval, being as follows:

'6. A Maintenance and Management Agreement between the City of Nedlands and the Child and Adolescent Health Service is to be prepared and finalised in relation to the ongoing maintenance of the Swanbourne Parkland to the satisfaction of the Western Australian Planning Commission, on the advice of the City of Nedlands.'

Defects Period is defined in clause 2.4(1)(a);

Land means Reserve 7804, Lot 505 on Deposited Plan 432383 being the whole of the land comprised in Crown Land Title Volume LR3179 Folio 467;

Landscaping Works means any works and actions required to develop, landscape, irrigate and maintain the Premises to satisfy the Condition, including but not limited to, landscape, street tree and irrigation works to the Premises and in accordance with the Approved Plans, to the satisfaction of the City;

Maintenance Period means forty (40) years commencing on the date that the certificate of Practical Completion is issued in relation to the Landscaping Works;

Maintenance Works means all works and actions PCHF is required to undertake during the Maintenance Period to maintain the Landscaping Works and Premises in accordance with the Approved Plans and to the City's satisfaction;

Management Order means the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the City for the purpose of Park and Recreation;

Party means the City or PCHF according to the context;

Premises means those parts of the Land identified in the Approved Plans to be developed as a public community park/regional open space and as more particularly detailed at **Annexure 2**;

Practical Completion is defined in **clause 2.3(2)(a)**;

WAPC means the Western Australian Planning Commission;

Works means the Landscaping Works and the Maintenance Works;

Works Delay means delay for any reason beyond the reasonable control of PCHF, including:

- (i) bad weather;
- (ii) earthquake, explosion, fire, flood, lightning, storm, tempest, riot, civil commotion, terrorist action, war, theft, vandalism or malicious damage;
- (iii) worker disputes, lock-outs, strikes or similar events, which affect:
 - (i) the supply of labour, goods, equipment or materials;
 - (ii) a person or service involved in carrying out the Works; or
 - (iii) inability to obtain labour or materials;
- (iv) a variation to the Works agreed to by the parties in writing;
- (v) delay caused by the City or any other government authority; and
- (vi) proceedings being taken or threatened by or disputes with nearby or adjoining owners or occupiers; and

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

1.2 Interpretation

In this Agreement, unless inconsistent with the context:

- (i) headings, underlines, numbering and bolding are for convenience only and do not affect the interpretation of this Agreement;
- (ii) words importing the singular include the plural and vice versa;
- (iii) a reference to a gender includes a reference to each other gender;
- (iv) a reference to a person or individual includes a reference to a firm, corporation or other corporate body, authorities, governments and governmental agencies and vice versa;
- (v) where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning;
- (vi) a reference to any Written Law includes:
 - (i) all Written Laws amending, consolidating or replacing that Written Law; and
 - (ii) all regulations, proclamations, planning schemes or local laws made under that Written Law;
- (vii) a reference to a party includes that party, its successors, permitted assigns, receivers, administrators, executors, substitutes and liquidators;
- (viii) a reference to any document includes a reference to that document as amended, rectified or replaced from time to time and to any document so amending, rectifying or replacing the document;
- (ix) a reference to any thing (including any real property) or any amount is a reference to the whole and each part of it;
- (x) where a reference to a party includes more than one person the rights and obligations of those persons will be joint and several;
- (xi) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (xii) a reference to 'approved' means approved in writing;
- (xiii) a reference to '\$' or 'dollars' is a reference to Australian dollars; and
- (xiv) unless expressly stated otherwise, a reference to a clause, subclause, paragraph or part, is a reference to a clause, subclause, paragraph or part of this Agreement.

1.3 Guidance on construction of Agreement

- (1) This Agreement records the entire agreement between the Parties in relation to its subject matter.
- (2) A provision of this Agreement is not to be construed to the disadvantage of a party because the party proposed that provision or was responsible for the preparation of this Agreement or any part of it.

2. Works

2.1 PCHF's obligations

PCHF covenants and agrees with the City that it will at the PCHF's own expense carry out and complete:

- (a) the Landscaping Works for the Premises by the Completion Date or such other date as agreed to by the City in writing pursuant to **clause 2.5**; and
- (b) carry out the Maintenance Works during the Maintenance Period,

and in accordance with:

- (c) the Approved Plans;
- (d) the City's Maintenance Specifications; and
- (e) any approvals or permits issued by the City or any Authority.

2.2 Standard of Construction of Works

- (1) PCHF covenants and agrees with the City that:
 - (a) PCHF will complete the Works in accordance with the Approved Plans and to the satisfaction of the City (acting reasonably, having regard to the usual requirements of the City for works of this nature); and
 - (b) in the absence of any express provision made by the City or in the Approved Plans in respect of any material or standard of workmanship (as the case may be) that material or standard of workmanship will be of a kind which is both suitable for its purpose and consistent with the nature and character of that part of the Works for which it is used.
- (2) If the quality of the work or materials is not in accordance with the requirements of this clause then PCHF must remove and/or re-execute and/or replace any such work or materials and make good any defect at PCHF's expense.

2.3 Practical Completion

- (1) If PCHF considers that the Landscaping Works (as the case may be) are complete it must issue a notice of completion to the City along with any and all documentation to support completion, including but not limited to, A-spec data and engineering certificates.
- (2) Within a reasonable time of receipt of a notice pursuant to **clause 2.3(1)**, the City will:
 - (a) issue to PCHF a certificate of practical completion in the event that the Landscaping Works (as the case may be) have in the reasonable opinion of the City been carried out in accordance with the Approved Plans and terms of this Agreement to the City's reasonable satisfaction (**Practical Completion**); or
 - (b) issue to PCHF a written list of outstanding items that must be completed before the certificate of practical completion can be issued for the Landscaping Works (as the case may be). On the City being satisfied that the outstanding items have been completed, it will issue a certificate of practical completion for the Landscaping Works (as the case may be).

2.4 Defects

- (1) PCHF agrees with the City that any defects, shrinkages or other faults in the Works (**Defects**) which may be evident and be notified in writing by the City to PCHF:
 - (a) in respect of the Landscaping Works within 12 months after the date of Practical Completion for the Landscaping Works (**Defects Period**); or
 - (b) in respect of the Maintenance Works, at any time during the Maintenance Period,will on the issue of written notice from the City be made good by PCHF within the reasonable time specified in the written notice.
- (2) For the avoidance of doubt PCHF agrees with the City that PCHF will be responsible for any costs that may be incurred in completing any works necessary to remedy any defects or faults in any of the Works in accordance with **clause 2.4(1)**.

2.5 Extension of time for Completion Date

- (1) If the Works are delayed because of a Works Delay, a completion date may be extended by the City for a period equal to the period of the Works Delay determined by the City acting reasonably and in consultation in good faith with PCHF but without any obligation to agree to any request by PCHF for any extension. The new completion date as so determined by the City will be final and binding on PCHF. The Works may be delayed more than once.
- (2) To permit the City to consider extending a completion date for the Works in accordance with **clause 2.5(1)** PCHF must provide to the City reasonable evidence within a reasonable period of time, as to the reason for and the extent of the Works Delay and the reasonable steps taken by PCHF to overcome that Works Delay.

3. Landscape Plans

3.1 Landscaping Works

Without limiting any of PCHF's obligations under **clause 2.3**, PCHF covenants and agrees with the City that, at PCHF's cost, it will:

- (a) undertake and complete the Landscaping Works on the Premises by the relevant timeframes specified in the Approved Plans, unless otherwise agreed in writing by the City; and
- (b) carry out the Maintenance Works during the Maintenance Period to the City's satisfaction (acting reasonably) until handover of the Premises in accordance with **clause 3.5**.

3.2 Access to Premises

Until handover of maintenance of the Premises in accordance with **clause 3.5**, the City agrees to permit PCHF and its respective employees, agents and contractors to access the Premises for the sole purpose of PCHF complying with its obligations under this Agreement.

3.3 Risk and liability

PCHF covenants and agrees with the City that until handover of maintenance of the Premises in accordance with **clause 3.5**, the Landscaping Works and Premises will in all respects be at the sole risk and liability of PCHF.

3.4 Maintenance Obligations

Until handover of maintenance of the Premises in accordance with **clause 3.5**, PCHF must maintain the Landscaping Works and Premises in accordance with the City's Maintenance Specifications and the Approved Plans.

3.5 Handover of maintenance responsibility for Premises

The Parties agree that the City will assume responsibility for the maintenance of the Premises subject to:

- (i) there being no unremedied default or breach under this Agreement;
- (ii) satisfaction of the requirements set out in the Approved Landscape Plan; and
- (iii) expiration of the Maintenance Period to the satisfaction of the City.

4. Insurance and Indemnity

4.1 Insurances

- (1) Prior to the commencement of the Works, PCHF must take out, or ensure that its contractors take out:
 - (i) public risk insurance in connection with the Works for at least \$20,000,000 for each claim;
 - (ii) workers' compensation insurance for all persons employed in connection with the Works as required by law;
 - (iii) contractor's all risk insurance to the full value of the Works (including demolition, removal of debris, design costs, consultants' fees, goods and materials on site and reinstatement); and
 - (iv) all other insurances required by law.
- (2) Prior to the commencement of the Works, PCHF must give the City copies of the policies and certificates evidencing the currency of the policies taken out under this **clause 4.1(1)**. In connection with those policies, PCHF must:
 - (i) not, and must ensure that its contractors do not, allow any insurance to lapse or vary or cancel it without the City's consent; and
 - (ii) notify the City immediately if a policy is cancelled or if an event occurs which could prejudice or give rise to a claim under a policy and ensure that its contractors do the same.

4.2 Indemnity

PCHF indemnifies, and must keep indemnified, the City from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the City, or brought, maintained or made against the City, in respect of:

- (i) any loss whatsoever;
- (ii) injury or damage of, or to, any kind of property or thing; and
- (iii) the death, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (i) any work carried out by or on behalf of PCHF or its authorised officers, employees, contractors, sub-contractors or agents; or
- (ii) any default by PCHF in the due and punctual performance, observance and compliance with any of PCHF's covenants or obligations under this Agreement;

except to the extent directly caused by, or contributed to (to the extent of that contribution) by, the negligence of the City.

5. Default

- (1) In the event PCHF defaults in:

- (i) satisfying the obligations to complete any part of the Works, Maintenance Works or to rectify any Defects in accordance with the terms of this Agreement to the City's reasonable satisfaction; or
- (ii) complying with any of its covenants or obligations under this Agreement,

and that default is not remedied within 28 days after written notice from the City, the City may enter onto any part of the Premises and complete such works as the City deems reasonably necessary to complete any Works, Maintenance Works or any other works required to rectify any Defects or to rectify any non-compliance of any covenant or obligation under this Agreement (**Default Works**) and PCHF agrees to pay all costs reasonably incurred by the City in carrying out the Default Works.

- (2) A certificate of the Chief Executive Officer of the City will be adequate evidence of the amount expended by the City.

6. Recommendation

- (1) The City agrees with PCHF that on execution of this Agreement, it will promptly notify the WAPC that it recommends clearance of the Condition of the Approval.
- (2) PCHF acknowledges and agrees with the City that:
 - (a) if the City clears the Condition of the Approval, such clearance in no way absolves PCHF from the requirement to complete the Works to the specifications and satisfaction of the City in accordance with the terms of this Agreement; and
 - (b) if PCHF does not
 - (i) carry out and complete the Landscaping Works for Premises by the Completion Date or such other date agreed to by the City in accordance with **clause 2.5**; or
 - (ii) carry out the Maintenance Works during the Maintenance Period;it will be open to the City to take action to secure compliance with the terms of this Agreement, including (without limitation) completing the Landscaping Works or Maintenance Works and/or commencing an action for breach of contract, and/or obtaining an order for specific performance.

7. General Provisions

7.1 Costs

PCHF will pay the City's reasonable legal costs of and incidental to the preparation, negotiation, execution and stamping of this Agreement, all duty payable hereon.

7.2 Notices

Any notice or other communication under or in connection with this Agreement:

- (a) must be in writing in order to be valid;
- (b) must be addressed in the manner specified in Item 1 of the Schedule;
- (c) must be signed by the party making the communication or on its behalf by the solicitor for, or by any attorney, director, secretary, or authorised agent or officer of, any party;
- (d) must be given to a party as follows:
 - (i) delivered or sent by prepaid post to, or left at, the 'notice details' address of that party as set out in this Agreement;
 - (ii) sent to the facsimile number of that party as set out in this Agreement;
 - (iii) sent to the email address of that party; or
 - (iv) delivered or sent to another address or facsimile number as is notified in writing by that party to the other Parties from time to time; and
- (e) if given in accordance with **clause 7.2(d)**, will be deemed to take effect:
 - (i) in the case of prepaid post, on the second business day after the date of posting;

- (ii) in the case by email, on receipt of return email from the recipient acknowledging receipt of the email;
- (iii) in the case of facsimile, on receipt of a transmission report from the sending machine confirming successful transmission; and
- (iv) in the case of delivery by hand, on delivery.

7.3 Modification and waiver

- (1) This Agreement may not be modified, amended or varied except by a document in writing signed by or on behalf of each of the Parties.
- (2) Any modification to a term or condition of this Agreement, or waiver or relinquishment of the performance of any term or condition of this Agreement, will be effective only if made in writing and executed by or on behalf of the party granting the waiver.
- (3) A waiver of any one breach of any term or condition of this Agreement is not to operate as a waiver of any other breach of the same or other term or condition of this Agreement.

7.4 Further assurances

Each party must execute and deliver all such documents, instruments and writings and must do and must procure to be done all such acts and things as may be necessary or desirable to implement and give full effect to the provisions and purpose of this Agreement.

7.5 Severance

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

7.6 Laws of Western Australia apply

This Agreement is to be construed and interpreted in accordance with the laws of the State of Western Australia and the Parties agree to submit to the jurisdiction of the courts of that State and of courts competent to hear appeals from them.

Schedule

Item 1 Notices

City

Post: PO Box 9 Nedlands WA 6909

Delivery: As above.

PCHF

Post: PCHF Hospice Limited, 15 Hospital Avenue, Nedlands WA 6009.

Delivery: As above.

Signing page

EXECUTED by the Parties as an Agreement

2026.

THE COMMON SEAL of the **CITY OF NEDLANDS** was affixed by authority of a resolution of the Council in the presence of -

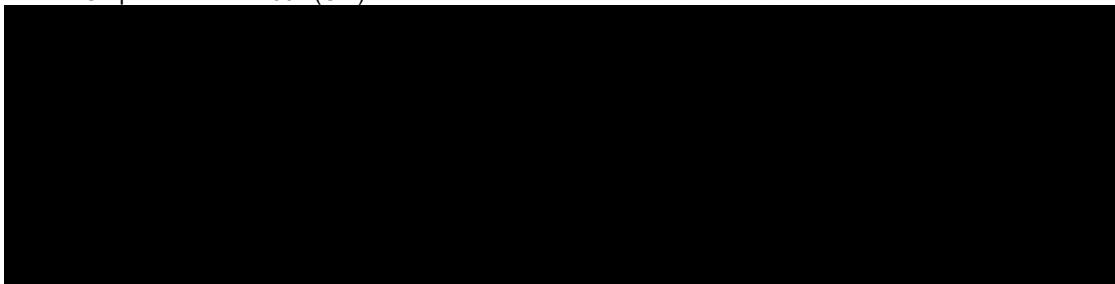
MAYOR

(Print Full Name)

CHIEF EXECUTIVE OFFICER

(Print Full Name)

Executed by **PCHF Hospice Limited (ACN 667 723 300)** in accordance with section 127 of the Corporations Act 2001 (Cth)



Name of Director (print)

Name of director/company secretary (print)

Annexure 1 – Approval



LEADING A
CONTEMPORARY
PLANNING SYSTEM

Our Ref: 08-50593-1 (for enquiries
please quote this number)
Enquiries: [REDACTED]

[REDACTED]
2 Abbotsford Street
West Leederville WA 6007

**Metropolitan Region Scheme (MRS)
NOTICE OF DETERMINATION
ON APPLICATION FOR DEVELOPMENT APPROVAL**

Application No: 08-50593-1

Planning and Development Act 2005

Applicant [REDACTED]
CLE Town Planning + Design
Owner : City of Nedlands

Location:
Lot: 501,502 Plan/Diagram: 410572
Volume/Folio LR3173/278,LR3173/279
Application Date: 18 March 2026

Description of proposed development: Metropolitan Region Scheme (MRS) - 61 Clement Street,
Nedlands

The application for development is:

Approved subject to the following conditions.

Date of determination: 14 May 2026

The Western Australian Planning Commission has considered the application referred to and has
resolved to approve subject to the following conditions:

Postal address: Locked Bag 2506 Perth WA Street address: 140 William Street Perth WA 6000
Tel: (08) 655 19000 Fax: (08) 655 19001 corporate@dph.wa.gov.au www.planning.wa.gov.au
ABN 35 482 341 483

OFFICIAL

CONDITIONS:

1. The development is to be carried out in accordance with the plan date stamped 18 March 2026 (attached) subject to any modifications as required by the conditions of approval.

(Western Australian Planning Commission)

2. This decision constitutes planning approval only and is valid for a period of two years from the date of approval. If the subject development is not substantially commenced within the specified period, the approval shall lapse and be of no further effect.

(Western Australian Planning Commission)

3. Prior to commencement of works, a stormwater management plan is to be submitted, approved and implemented to the specification of the City of Nedlands and the satisfaction of the Western Australian Planning Commission.

(Western Australian Planning Commission)

4. Prior to the commencement of works, a detailed landscape plan is to be submitted and approved to the specification of the City of Nedlands and the satisfaction of the Western Australian Planning Commission. Once approved, the detailed landscape plan is to be implemented in its entirety to the satisfaction of the Western Australian Planning Commission, on the advice of the City of Nedlands.

(Western Australian Planning Commission)

5. Prior to the completion of works, the recommendations of the Bushfire Management Assessment, prepared by JBS&G (Rev 0), shall be implemented in full to the specification of the City of Nedlands and the satisfaction of the Western Australian Planning Commission.

(Western Australian Planning Commission)

6. A Maintenance and Management Agreement between the City of Nedlands and the Child and Adolescent Health Service is to be prepared and finalised in relation to the ongoing maintenance of the Swanbourne Parkland to the satisfaction of the Western Australian Planning Commission, on the advice of the City of Nedlands.

(Western Australian Planning Commission)

ADVICE:

1. In regard to Condition 3, the stormwater management plan is to promote water sensitive urban design, including the use of swales.

Postal address: Locked Bag 2506 Perth WA Street address: 140 William Street Perth WA 6000
Tel: (08) 655 19000 Fax: (08) 655 19001 corporate@dph.wa.gov.au www.planning.wa.gov.au
ABN 35 482 341 493

OFFICIAL

2. 2. In regard to Condition 4:
 - a) The detailed landscape plan is to include:
 - i. appropriate irrigation details;
 - ii. appropriate lighting informed by the Lighting Strategy for the WA Children's Hospice;
 - iii. appropriate signage informed by the Signage Strategy for the WA Children's Hospice;
 - iv. A 7.0 metre by 5.0 metre trafficable vehicle manoeuvring area over the northern portion of the parkland, directly to the east of the proposed path and adjacent to the northern boundary and the hospice building;
 - v. priority for the use of endemic vegetation species and seasonable cycles; and
 - vi. Rainbow Bee-eater habitat, where possible.
 - b) The applicant is to liaise with the Coordinator Environmental Conservation team of the City of Nedlands to confirm vegetation species.

Notes

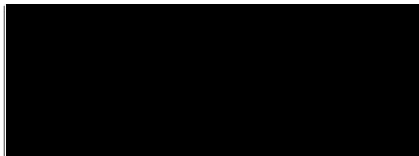
- If the development subject of this approval is not substantially commenced within a period of two years from the date of this letter, the approval shall lapse and be of no further effect.
- Where an approval has so lapsed, no development must be carried out without the further approval of the Western Australian Planning Commission having first been sought and obtained.
- You are advised of the need to consult with the local authority with regard to the gaining of all necessary approvals and the issuing of the requisite building licence.
- This decision is issued pursuant to the provisions of the Metropolitan Region Scheme (MRS) and has been made by the Commission after due consideration of the regional planning implications of the proposal. The development must also comply with the requirements of Council's Town Planning Scheme(s) and any determination in this regard must be made by Council. The Commission's decision, therefore, is made without prejudice to any others that may be separately required from Council.
- In keeping with Part 14 of the Planning and Development Act 2005, and clause 56 (2) of the Metropolitan Region Scheme, an affected person (applicant or landowner) may seek a review of the reviewable determination. Applications for review must be submitted to the State Administrative Tribunal in accordance with Part 14 of the Planning and Development Act 2005. It is recommended that you contact the State Administrative Tribunal for further details (telephone 9219 3111) or go to its website: <http://www.sat.justice.wa.gov.au>.
- In keeping with Section 252 of the Planning and Development Act 2005, where the responsible authority has refused the application; or granted it subject to any condition, an affected person (applicant or landowner) may seek a review of the reviewable determination. Applications for review must be submitted to the State Administrative Tribunal in accordance with Part 14 of the Planning and Development Act 2005. It is recommended that

Postal address: Locked Bag 2506 Perth WA Street address: 140 William Street Perth WA 6000
Tel: (08) 655 19000 Fax: (08) 655 19001 corporate@dph.wa.gov.au www.planning.wa.gov.au
ABN 35 482 341 493

OFFICIAL

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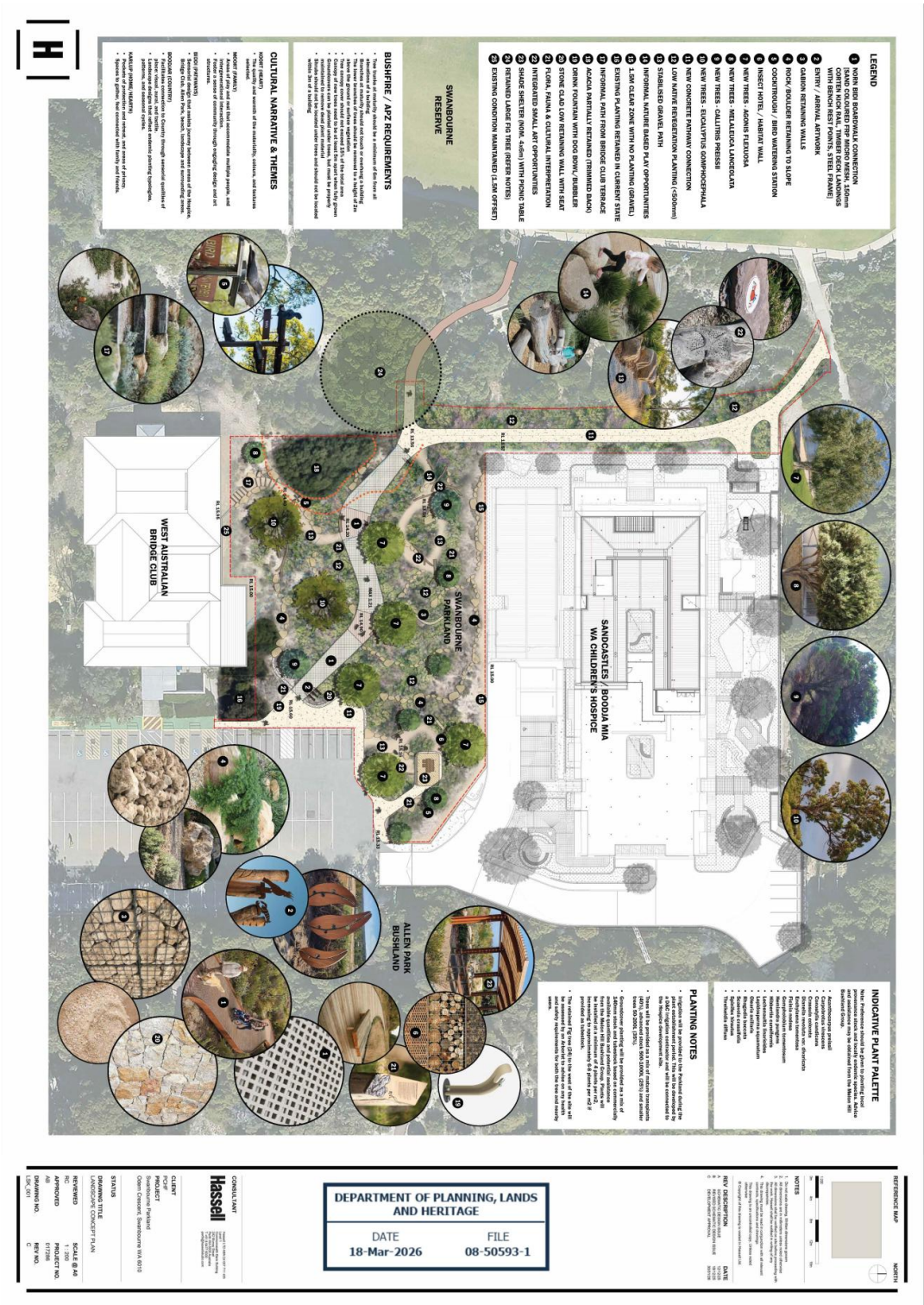
Yours sincerely



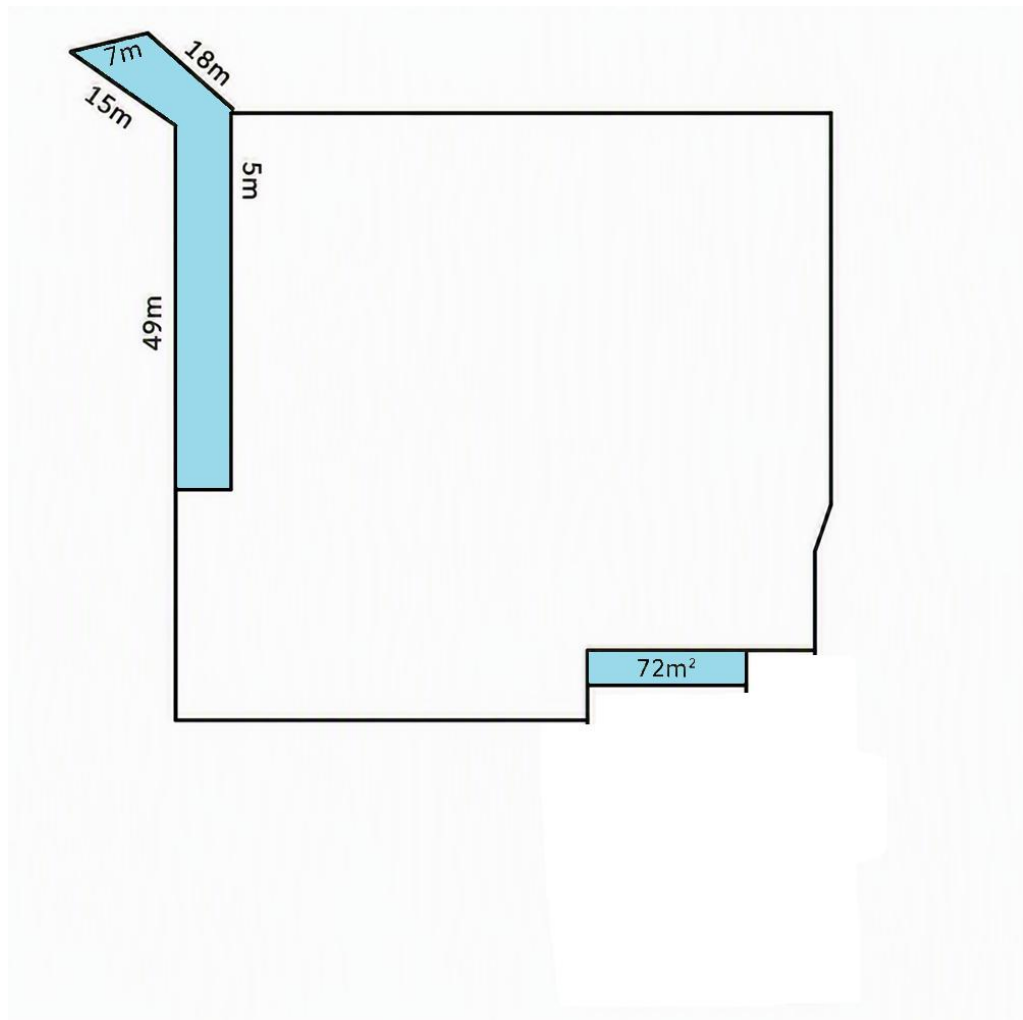
Secretary

14 May 2026

Postal address: Locked Bag 2506 Perth WA Street address: 140 William Street Perth WA 6000
Tel: (08) 655 19000 Fax: (08) 655 19001 corporate@dph.wa.gov.au www.planning.wa.gov.au
ABN 35 482 341 493



Annexure 2 – Premises



Annexure 3 – Approved Landscape Plan



Annexure 4 – City’s Technical Specifications and Maintenance Checklists

To be inserted and incorporated as part of this Agreement from time to time by notice from the City to PCHF.

Access Licence and Maintenance Agreement – Reserve 7804 (Lot 505 on Deposited Plan 432383)

City of Nedlands

West Australian Bridge Club Inc

PCHF Hospice Limited



McLEODS
Lawyers

Stirling Law Chambers | 220 Stirling Highway | CLAREMONT WA 6010

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

Email: mcleods@mcleods.com.au

Ref: RM:NEDL:56319

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Details

Parties

West Australian Bridge Club Inc

Registration Number A0600030V
of 7 Odern Crescent SWANBOURNE WA 6010
(Licensor)

PCHF Hospice Limited (ACN 667 723 300)

of Level 4 Perth Children's Hospital, 15 Hospital Avenue NEDLANDS WA 6009
(Licensee)

City of Nedlands

of PO Box 9 NEDLANDS WA 6009
(Lessor)

Background

- A The Lessor has the care, control and management of the Land pursuant to a Management Order.
- B The Lessor leased a portion of the Land (**Premises**) to the Licensor on the terms and conditions of a lease dated 1 August 2019 (**Lease**), a copy of which is annexed hereto as **Annexure 3**. The Licensed Area forms a portion of the Premises.
- C As part of the Children's Hospice Development, an application was made on 18 March 2026 to the WAPC for approval to develop land, of which the Licensed Area forms part.
- D The application was approved on 14 May 2026 subject to a number of conditions, including the Condition (**Approval**).
- E The Licensee has requested that the Lessor recommend to the WAPC for clearance of the Approval for the public community park associated with WA Children's Hospice (copy annexed to this Licence as **Annexure 6**).
- F The Lessor has agreed to the Licensee's request subject to the Licensee entering into an Agreement with the Licensor and the Lessor whereby the Licensee agrees to:
 - (i) carry out and complete the Landscaping Works for the Premises by the Completion Date; and
 - (ii) carry out the Maintenance Works during the Maintenance Period.
- G The Licensee requires access to the Licensed Area for the purpose of carrying out the Landscaping Works on the Land which are required in connection with the Children's Hospice Development.
- H In order to permit the Licensee to gain access to the Licensed Area for the purpose of carrying out the Landscaping Works on the Licensed Area, the Licensee has requested the Licensor grant it a maintenance and access licence over the Licensed Area.
- I The Licensor has agreed to licence, and the Licensee has agreed to take a maintenance and access licence of the Licensed Area upon the terms and conditions contained in this Licence, and the Lessor agrees to consent to the grant of the Licence.

Agreed terms

1. Definitions

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

Approval means WAPC Approval 08-50593-1, a copy of which is annexed to this Licence as **Annexure 6**;

Approved Landscape Plan means the plan annexed hereto in **Annexure 4**;

Amounts Payable means the Licence Fee and any other money payable by the Licensee under this Licence;

Approved Plans means those plans and specifications annexed to this Licence as **Annexure 4**, or any other plans or specifications detailing the Maintenance Works and the Works as required by the Condition and the Approved Landscape Plan, approved by the Lessor and any other relevant Authority;

Authority means any government or any governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, committee, commission, authority, tribunal, agency, Minister, statutory body or entity and any utility provider;

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

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Licence;

Children's Hospice Development means the Sandcastles Children's Hospice Project, being a joint project between the Licensee and the Child and Adolescent Health Service;

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

Completion Date means the date the Landscaping Works are required to be completed, namely the date at which is six (6) months from the date of execution of this Licence;

Condition means Condition 6 of the Approval, being as follows:

'6. A Maintenance and Management Agreement between the City of Nedlands and the Child and Adolescent Health Service is to be prepared and finalised in relation to the ongoing maintenance of the Swanbourne Parkland to the satisfaction of the Western Australian Planning Commission, on the advice of the City of Nedlands.'

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

Emergency means a serious, unexpected situation requiring immediate action;

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

Environmental Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

Fair Wear and Tear means the normal deterioration of property from ordinary, everyday use;

Further Term means the further term(s) specified in **Item 4** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

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

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

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

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

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

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

Interest Rate means the rate at the time the payment falls due being 2% greater than the Licensor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

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

Landscaping Works means the landscape works for the Children’s Hospice Development to be undertaken on the Licensed Area by the Licensee;

Lease means the Lease between the City of Nedlands and the West Australian Bridge Club Inc dated 1 August 2019 and annexed hereto as **Annexure 3**;

Lessor means the City of Nedlands as the lessor under the Lease;

Lessor’s Maintenance Specifications means the Lessor’s technical specifications (including maintenance checklists) annexed to this Licence as **Annexure 5**, or any other maintenance specification or requirement implemented by the Lessor from time to time;

Licence means this agreement as supplemented, amended or varied from time to time;

Licence Fee means the licence fee or other consideration specified in **Item 6** of the Schedule as varied from time to time under this Licence;

Licence Fee Review Date means a date identified in **Item 7** of the Schedule;

Licensed Area means the area of the Land to be licensed to the Licensee as more particularly described at **Item 2** of the Schedule;

Licensee’s Agents includes:

- (a) sublessees, employees, agents, contractors, invitees and licensees of the Licensee; and
- (b) any person on the Licensed Area by the authority of a person specified in (a).

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

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

Main Roads means Main Roads Western Australia;

Maintenance Period means forty (40) years commencing on the date that the certificate of Practical Completion is issued in relation to the Landscaping Works;

Maintenance Works means all works and actions the Licensee is required to undertake during the Maintenance Period to maintain the Landscaping Works and Licensed Area in accordance with the Approved Plans and to the Licensor's and the Lessor's satisfaction;

Management Order means the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor for the purpose of Children's Hospice;

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

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

Party means the Licensor or the Licensee according to the context;

Permitted Purpose means the purpose set out in **Item 8** of the Schedule;

Premises means that portion of the Land leased under the Lease, and more particularly described in **Annexure 3**;

WAPC means the Western Australian Planning Commission;

Schedule means the Schedule to this Licence;

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

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

Term means the term of years specified in **Item 3** of the Schedule;

Termination means the date of:

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

Works means the Landscaping Works and the Maintenance Works; and

Works Delay means delay for any reason beyond the reasonable control of the Licensee, including:

- (i) bad weather;
- (ii) earthquake, explosion, fire, flood, lightning, storm, tempest, riot, civil commotion, terrorist action, war, theft, vandalism or malicious damage;

- (iii) worker disputes, lock-outs, strikes or similar events, which affect:
 - (i) the supply of labour, goods, equipment or materials;
 - (ii) a person or service involved in carrying out the Works; or
 - (iii) inability to obtain labour or materials;
- (iv) a variation to the Works agreed to by the parties in writing;
- (v) delay caused by the City or any other government authority; and
- (vi) proceedings being taken or threatened by or disputes with nearby or adjoining owners or occupiers;

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

2. Grant of Licence

2.1 Generally

Subject to **clause 2.2** and **clause 2.3**, the Lessor licenses to the Licensee the Licensed Area for the Term subject to:

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

2.2 Consent of the Lessor

- (1) Pursuant to **clause 2.3** of the Lease, the Lessor consents to the grant of the Licence by the Lessor to the Licensee, subject to the following conditions:
 - (a) the Licence shall be consistent with the terms and conditions of the Lease;
 - (b) the Licence shall not derogate from, or adversely affect, the Lessor's rights, interests or obligations under the Management Order;
 - (c) the Licensee comply with all applicable statutes, regulations, and local laws governing the Licensed Area; and
 - (d) the Licensee's activities under the Licence do not contravene any restriction, prohibition, or requirement imposed by the Lease or Management Order.
- (2) The Lessor reserves the right to revoke its consent at any time in the event that:
 - (a) the Licence, or any activities conducted under the Licence, contravene the conditions of the Management Order or the Lease; and/or
 - (b) the Licensee fails to comply with any statutory or regulatory requirement applicable to the Licensed Area or use thereof.
- (3) Without affecting any right or remedy accrued under this Licence, upon revocation of the Lessor's consent under **clause 2.2(2)**, this Licence shall immediately determine, and the Licensee shall comply with its obligations under **clause 18**.

2.3 Consent of the Minister for Lands

This Licence is conditional on the Licensor obtaining the Minister for Lands consent. A copy of the Minister for Lands' consent is attached to this Licence as **Annexure 2**.

3. No estate or Interest

The Licensee acknowledges that the rights hereby conferred rest in contract only and nothing herein contained or implied shall be construed as granting or shall be deemed to grant to the Licensee any estate or interest in the Licensed Area or any right of exclusive possession.

4. Licence Fee and other payments

4.1 Licence Fee

The Licensee covenants with the Licensor to pay to the Licensor the Licence Fee in the manner set out at **Item 6** of the Schedule on and from the Commencement Date clear of any deductions.

4.2 Outgoings

- (1) The Licensee covenants with the Licensor to pay to the Licensor or to such person as the Licensor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Licensed Area:
 - (a) security charges or call out charges which, in the Licensor's reasonable opinion, relate to the Licensee, the Licensee's Agents or the Licensee's use of the Licensed Area;
 - (b) any other 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; and
 - (c) a fair proportion, as reasonably determined by the Licensor, of any outgoings payable by the licensor under the Lease to the extent those outgoings are referable to the Licensed Area.
- (2) If the Licensed Area are not separately charged or assessed, the Licensor will determine (acting reasonably) a proportionate amount payable by the Licensee in respect of the Licensed Area and the Licensee must pay to the Licensor that amount within fourteen (14) days of receipt of a tax invoice from the Licensor.

4.3 Costs

- (1) The Licensee covenants with the Licensor to pay to the Licensor on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act 2008* (WA) and other statutory duties or taxes payable on or in connection with this Licence; and
 - (b) all legal costs of and incidental to the instructions for the review, preparation, execution and stamping of this Licence and all copies.

- (2) The Licensee covenants with the Licensor to pay to the Licensor all costs, legal fees, disbursements and payments incurred by or for which the Licensor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Licence;
 - (b) any breach of covenant by the Licensee or the Licensee's Agents;
 - (c) any work done at the Licensee's request; and
 - (d) any action or proceedings arising out of or incidental to any matters referred to in this **clause 4.3** or any matter arising out of this Licence.

4.4 Payment of Money

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

4.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

5. Insurance

5.1 Public Liability Insurance

- (1) Until the date the certificate of Practical Completion is issued in relation to the Landscaping Works, the Licensee must effect and maintain with insurers approved by the Licensor (noting the Licensor's, Lessor's, the Minister for Lands and the Licensee's respective rights and interests in the Licensed Area) for the time being, adequate public liability insurance for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim or such greater amount as the Licensor may from time to time reasonably require.
- (2) From the date the certificate of Practical Completion is issued and for the remainder of the Maintenance Period, the Licensor must effect and maintain that public liability insurance (noting the Lessor's, the Minister for Lands' and the Licensee's respective rights and interests in the Licensed Area) for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim, or such greater amount as the Lessor may from time to time reasonably require, and must provide the Lessor and the Licensee with a certificate of currency for that insurance on request and upon each renewal.

5.2 Volunteer insurance and workers' compensation insurance

- (1) The Licensee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Licensee employed in, about or from the Licensed Area.
- (2) The Licensee must effect and maintain a policy of personal accident insurance including insurance in respect of all volunteers of the Licensee employed in, about or from the Licensed Area.

5.3 Details and receipts

In respect of the insurances required by **clauses 5.1(1) and 5.2** the Licensee must:

- (a) upon renewal of any insurance policy immediately forward to the Licensor and the Lessor copies of certificates of currency and details of the insurances as held by the Licensee;
- (b) promptly pay all premiums and produce to the Licensor or the Lessor for each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Licensor and the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

5.4 Payment of excess on insurance

The Licensee agrees with the Licensor and the Lessor that it shall be responsible to pay any excess payable in connection with the insurances it is required to maintain under **clauses 5.1 and 5.2**, and the Licensor shall be responsible for any excess payable in connection with the public liability insurance it is required to maintain under **clause 5.1** during the Maintenance Period .

5.5 Not to invalidate

The Licensee must not do or omit to do any act or thing or bring or keep anything on the Licensed Area which might:

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

5.6 Report

- (1) The Licensee must report to the Licensor and the Lessor promptly in writing and in an emergency verbally:
 - (a) any damage to the Licensed Area of which the Licensee is or might be aware; and
 - (b) any circumstances of which the Licensee is aware and which are likely to be a danger or cause any damage or danger to the Licensed Area or to any person in or on the Licensed Area.

5.7 Settlement of claim

The Licensor or the Lessor may, but the Licensee may not without prior written consent of the Licensor, settle or compromise any claims under any policy of insurance required by **clauses 5.1 and 5.2**.

5.8 Licensee's equipment and possessions

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

6. Indemnity

6.1 Licensee responsibilities

The Licensee is responsible and liable for all acts or omissions of the Licensee's Agents on the Licensed Area and for any breach by them of any covenants or terms in this Licence required to be performed or complied with by the Licensee.

6.2 Indemnity

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

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Licensed Area by the Licensee or the Licensee's Agents;
- (e) any work carried out by or on behalf of the Licensee on the Licensed Area;
- (f) the Licensee's activities, operations or business on, or other use of any kind of, the Licensed Area;
- (g) the presence of any Environmental Contamination or pollution in on or under the Licensed Area or adjoining land caused or contributed to by the act, neglect or omission of the Licensee or the Licensee's Agents;
- (h) any default by the Licensee in the due and punctual performance, observance and compliance with any of the Licensee's covenants or obligations under this Licence; or
- (i) an act or omission of the Licensee.

6.3 Obligations Continuing

- (1) The obligations of the Licensee under this clause:
- (a) are unaffected by the obligation of the Licensee to take out insurance, and the obligations of the Licensee to indemnify are paramount, however if insurance money is received by the Licensor or the Lessor for any of the obligations set out in this clause then the Licensee's obligations under **clause 6.2** will be reduced by the extent of such payment; and
 - (b) continue after the expiration or earlier determination of this Licence in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Licence.

6.4 No indemnity for Licensor's negligence

The Parties agree that nothing in this clause shall require the Licensee to indemnify the Licensor or the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim to the extent arising out of a negligent or wrongful act or omission of the Licensor or the Lessor, or their servants, agents, contractors or invitees.

6.5 No indemnity for public use of the Licensed Area

During the Maintenance Period, the Parties agree that nothing in this clause requires the Licensee to indemnify the Licensor, the Lessor or the Minister for Lands against any loss, damage, expense, action, claim or demand to the extent that it arises out of the use or occupation of the Licensed Area by members of the general public as a public community park, except to the extent that the loss, damage, expense, action, claim or demand is caused or contributed to by an act or omission of the Licensee or the Licensee's Agents, or by a breach of this Licence by the Licensee.

6.6 Release

(1) The Licensee:

- (a) agrees to occupy and use the Licensed Area at the risk of the Licensee; and
- (b) releases to the full extent permitted by law, the Licensor, the Lessor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Licensed Area or arising from the Licensee's use or occupation of the Licensed Area by the Licensee;
 - (ii) loss of or damage to the Licensed Area or personal property of the Licensee; and
 - (iii) any loss (including loss of profit) in anyway related to unavailability, breakdown, failure or defective operation of a mechanical service or any other service or in any way related to the repair and maintenance of the Licensed Area or the Licensor's fixtures and fittings;
 - (iv) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Environmental Contamination or pollution in, on or under the Licensed Area or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Licensor or the Lessor, or their servants, agents, contractors or invitees.

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

6.7 Limit of Lessor's and Licensor's liability

(1) The Licensor is only liable for breaches of the Licensor's Covenants set out in this Licence which occur while the Licensor holds an interest in the Licensed Area. The Licensor will not be liable for any failure to perform and observe any of the Licensor's Covenants due to any cause beyond the Licensor's control.

- (2) The Lessor is only liable for breaches of its obligations under this Licence which occur while the Lessor is the management body of the Licensed Area, being the holder of the Management Order. The Lessor will not be liable for any failure to perform and observe any of the Lessor's obligations due to any cause beyond the Lessor's control.

7. Works

7.1 Licensee's obligations

The Licensee covenants and agrees with the Licensor and the Lessor that it will at the Licensee's own expense carry out and complete:

- (a) the Landscaping Works for the Licensed Area by the Completion Date or such other date as agreed to by the Licensor and the Lessor in writing pursuant to **clause 7.5**; and
- (b) carry out the Maintenance Works during the Maintenance Period,
and in accordance with:
 - (c) the Approved Plans;
 - (d) the Lessor's specifications; and
 - (e) any approvals or permits issued by the Licensor, Lessor or any Authority.

7.2 Standard of Construction of Works

- (1) The Licensee covenants and agrees with the Licensor and the Lessor that:
- (a) the Licensee will complete the Works in accordance with the Approved Plans and to the satisfaction of the Licensor and the Lessor (acting reasonably, having regard to the usual requirements of the Licensor and the Lessor for works of this nature); and
 - (b) in the absence of any express provision made by the Licensor and the Lessor or in the Approved Plans in respect of any material or standard of workmanship (as the case may be) that material or standard of workmanship will be of a kind which is both suitable for its purpose and consistent with the nature and character of that part of the Works for which it is used.
- (2) If the quality of the work or materials is not in accordance with the requirements of this clause then the Licensee must remove and/or re-execute and/or replace any such work or materials and make good any defect at the Licensee's expense.

7.3 Practical Completion

- (1) If the Licensee considers that the Landscaping Works (as the case may be) are complete it must issue a notice of completion to the Licensor and the Lessor along with any and all documentation to support completion, including but not limited to, A-spec data and engineering certificates.
- (2) Within a reasonable time of receipt of a notice pursuant to **clause 7.3(1)**, the Lessor will:
 - (a) issue to the Licensee a certificate of practical completion in the event that the Landscaping Works (as the case may be) have in the reasonable opinion of the Licensee and the Lessor been carried out in accordance with the Approved Plans and terms of this Licence to the Licensor's and the Lessor's reasonable satisfaction (**Practical Completion**); or
 - (b) issue to the Licensee a written list of outstanding items that must be completed before the certificate of practical completion can be issued for the Landscaping Works (as the case may be). On the Licensor and the Lessor being satisfied that the outstanding items have been completed, it will issue a certificate of practical completion for the Landscaping Works (as the case may be).

7.4 Defects

- (1) The Licensee agrees with the Licensor and the Lessor that any defects, shrinkages or other faults in the Works (**Defects**) which may be evident and be notified in writing by the Licensor and the Lessor to the Licensee:
 - (a) in respect of the Landscaping Works within 12 months after the date of Practical Completion for the Landscaping Works (**Defects Period**); or
 - (b) in respect of the Maintenance Works, at any time during the Maintenance Period,will on the issue of written notice from the Licensor and the Lessor be made good by the Licensee within the reasonable time specified in the written notice.
- (2) For the avoidance of doubt the Licensee agrees with the Licensor and the Lessor that the Licensee will be responsible for any costs that may be incurred in completing any works necessary to remedy any defects or faults in any of the Works in accordance with **clause 7.4(1)**.

7.5 Extension of time for Completion Date

- (1) If the Works are delayed because of a Works Delay, a completion date may be extended by the Licensor and the Lessor for a period equal to the period of the Works Delay determined by the Licensor and the Lessor acting reasonably and in consultation in good faith with the Licensee but without any obligation to agree to any request by the Licensee for any extension. The new completion date as so determined by the Licensor and the Lessor will be final and binding on the Licensee. The Works may be delayed more than once.
- (2) To permit the Licensor and the Lessor to consider extending a completion date for the Works in accordance with **clause 7.5(1)** the Licensee must provide to the Licensor and the Lessor reasonable evidence within a reasonable period of time, as to the reason for and the extent of the Works Delay and the reasonable steps taken by the Licensee to overcome that Works Delay.

8. Landscape Plans

8.1 Landscaping Works

Without limiting any of the Licensee's obligations under the Licensee, the Licensee covenants and agrees with the Lessor and the Lessor that, at the Licensee's cost, it will:

- (a) undertake and complete the Landscaping Works on the Licensed Area by the relevant timeframes specified in the Approved Plans, unless otherwise agreed in writing by the Lessor and the Lessor; and
- (b) carry out the Maintenance Works during the Maintenance Period to the Lessor's and the Lessor's satisfaction (acting reasonably) until handover of the Licensed Area in accordance with **clause 8.5**.

8.2 Access to Licensed Area

Until handover of maintenance of the Licensed Area in accordance with **clause 8.5**, the Lessor and the Lessor agrees to permit the Licensee and its respective employees, agents and contractors to access the Licensed Area for the sole purpose of the Licensee complying with its obligations under this Licence.

8.3 Risk and liability

The Licensee covenants and agrees with the Lessor and the Lessor that until handover of maintenance of the Licensed Area in accordance with **clause 8.5**, the Landscaping Works and Licensed Area will in all respects be at the sole risk and liability of the Licensee.

8.4 Maintenance Obligations

- (1) Until handover of maintenance of the Licensed Area in accordance with **clause 8.5**, the Licensee must maintain the Landscaping Works and Licensed Area in accordance with the Lessor's and the Lessor's Maintenance Specifications and the Approved Plans.
- (2) Neither expiry of the Term nor any earlier termination of this Licence relieves the Licensee of its maintenance obligations under this **clause 8** until handover or any such election occurs. The Lessor is not obliged to assume responsibility for the maintenance of the Licensed Area before handover occurs in accordance with **clause 8.5**, but the Lessor may at its absolute discretion elect to assume that responsibility upon any earlier termination of this Licence.
- (3) Without limiting the Licensee's obligations under this **clause 8**, this Licence does not impose on the Lessor any obligation to assume responsibility for the maintenance of the Licensed Area if the Licensee is deregistered or otherwise ceases to exist before handover occurs, and any such responsibility is a matter for the Lessor and the Lessor under the Lease or any other agreement between them.

8.5 Handover of maintenance responsibility for Licensed Area

The parties agree that the Lessor will assume responsibility for the maintenance of the Licensed Area subject to:

- (i) there being no unremedied default or breach under this Licence;
- (ii) satisfaction of the requirements set out in the Approved Landscape Plan; and
- (iii) expiration of the Maintenance Period to the satisfaction of the Lessor.

9. Maintenance, repair and cleaning

9.1 Generally during the Landscaping Works

- (1) Subject to **clauses 8.4 and 9.2**, the Licensee agrees during the Term and for so long as the Licensee uses the Licensed Area to maintain, replace, repair, clean and keep the Licensed Area, clean and keep in Good Repair having regard to the age of the Licensed Area at the Commencement Date provided that this subclause shall not impose on the Licensee any obligation to carry out repairs or replacement that are necessary as a result of Fair Wear and Tear, except when such repair or replacement is necessary because of any act or omission of or on the part of the Licensee or the Licensee's Agents, or the Licensor's insurances are invalidated by any act, neglect or default by the Licensee or the Licensee's Agents.
- (2) If any of the Landscaping Works are in need of repair, maintenance or replacement because of any act or omission of or on the part of the Licensee or the Licensee's Agents, or by the Licensee's particular use or occupancy of the Licensed Area, or the Licensor's insurances are invalidated by any act, neglect or default by the Licensee or the Licensee's Agents, the Licensor may require, by written notice to the Licensee, that the Licensee be fully responsible for the costs of such repair, maintenance or replacement.
- (3) Notwithstanding any other provision of this Licence, the Licensee will be responsible for any repair or replacement which is necessary because of any act or omission of or on the part of the Licensee or the Licensee's Agents, or the Licensor's insurances are invalidated by any act, neglect or default by the Licensee or the Licensee's Agents.

9.2 Acknowledgement

The Licensee acknowledges and agrees that the Licensor may have limited, or no, funds set aside within its budget for maintenance of the Licensed Area, and as a consequence the Licensor will not be able to rectify any major maintenance or problem unless it has sufficient monies set aside in its budget for such purpose and/or the Licensor's Committee of Management and members have approved such expenditure.

9.3 Cleaning

The Licensee must at all times keep the Licensed Area clean, tidy, unobstructed and free from dirt and rubbish

9.4 Repair

Unless such damage is the Licensor's responsibility pursuant to the terms of the Licence, the Licensee must promptly repair at its own expense to the satisfaction of the Licensor, any damage to the Licensed Area regardless of how the damage is caused.

9.5 Responsibility for Securing the Licensed Area

The Licensee must ensure the Licensed Area is appropriately secured at all times.

9.6 Surroundings

- (1) The Licensee must regularly inspect and maintain in good condition any part of the Licensed Area, including but not limited to any flora, gardens lawns, shrubs, hedges and trees.
- (2) The Licensee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Licensor, except where necessary for urgent safety reasons.

9.7 Pest Control

The Licensee must keep the Licensed Area free of any pests and vermin and the cost of extermination will be borne by the Licensee.

9.8 Comply with all reasonable conditions

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

9.9 Drains

The Licensee is to keep and maintain the waste pipes drains and conduits originating in the Licensed Area or connected thereto in a clean clear and free flowing condition, clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Licensed Area and the point of entry thereof into any trunk drain unless such blockage has been caused by a negligent or wrongful act or omission of the Licensor, or its servants, agents, contractors or invitees.

9.10 Acknowledgement of state of repair of Licensed Area

- (1) The Licensee accepts the Licensed Area and the Land in its present condition relying upon its own enquiries and investigations.
- (2) The Licensor does not expressly or impliedly warrant that the Licensed Area are now or will remain suitable or adequate for all or any of the purposes of the Licensee or for the business which the Licensee is authorised to conduct thereon and to the extent permitted by law, all warranties (if any) as to suitability and adequacy of the Licensed Area implied by law are hereby expressly negated.

10. Alterations

10.1 Restriction

- (1) The Licensee must not without prior written consent:
 - (a)
 - (i) from the Licensor;
 - (ii) from any other person from whom consent is required under this Licence; or
 - (iii) as required under statute in force from time to time, including but not limited to the planning approval of the Licensee under a local planning scheme of the Licensee,
 - (b) install any new signage;
 - (c) make or allow to be made any alteration, addition or improvements to or demolish any part of the Licensed Area;
 - (d) remove alter or add to any fixtures, fittings or facilities in or on the Licensed Area; or
 - (e) subject to the performance of the Licensee's obligations in **clause 7** and **clause 8**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Licensed Area.

10.2 Consent

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

10.3 Cost of Works

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

10.4 Conditions

- (1) If any of the consents given by the Licensor or other persons whose consent is required under this Licence or at law require other works to be done by the Licensee as a condition of giving consent, then the Licensee must at the option of the Licensor either:
 - (a) carry out those other works at the Licensee's expense; or
 - (b) permit the Licensor to carry out those other works at the Licensee's expense,in accordance with the Licensor's requirements.

11. Use

11.1 Restriction on use

- (1) The Licensee must not and must not suffer or permit a person to:
 - (a)
 - (i) use the Licensed Area or any part of it for any purpose other than the Permitted Purpose; or
 - (ii) use the Licensed Area for any purpose which is not permitted under any local planning scheme or any law relating to health;
 - (b) do or carry out on the Licensed Area any harmful, offensive or illegal act, matter or thing;
 - (c) do or carry out on the Licensed Area anything which causes a nuisance, damage or disturbance to the Licensor or to owners or occupiers of adjoining properties;

- (d) store any dangerous or illegal compound or substance on or in the Licensed Area;
- (e) do any act or thing which might result in excessive stress or harm to any part of the Licensed Area;
- (f) display from or affix any signs, notices or advertisements on the Licensed Area without the prior written consent of the Licensor;
- (g) to use or allow the Licensed Area to be used for the consumption of alcohol without first obtaining the written consent of the Licensor; or
- (h) use the Licensed Area as the residence or sleeping place of any person or for auction sales.

11.2 No Warranty

- (1) The Licensor gives no warranty:
 - (a) as to the use to which the Licensed Area may be put; or
 - (b) that the Licensor will issue any consents, approvals, authorities, permits or licences required by the Licensee under any statute for its use of the Licensed Area

11.3 Licensed Area Subject to Restriction

The Licensee accepts the Licensed Area for the Term subject to any existing prohibition or restriction on the use of the Licensed Area.

11.4 Indemnity for Costs

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

12. Licensor's right of entry

12.1 Entry on Reasonable Notice

- (1) The Licensee must permit entry by the Licensor and/or the Lessor onto the Licensed Area without notice in the case of an Emergency, and otherwise upon reasonable notice:
 - (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials,
 - (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Licensed Area and to ensure compliance with the terms of this Licence and the Lease;
 - (ii) to carry out any survey or works which the Licensor and/or the Lessor considers necessary, however the Licensor and/or the Lessor will not be liable to the Licensee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Licensee;

- (iii) to comply with the Licensor's Covenants or to comply with any notice or order of any authority in respect of the Licensed Area for which the Licensor and/or the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Licensee of any term of this Licence but the Licensor and/or the Lessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Licensor's and/or the Lessor's other rights, remedies or powers under this Licence.
- (2) The Licensor and/or the Lessor must make good any damage caused to the Licensed Area or the Licensor's property as a result of the Licensor exercising the Licensor's or the Lessor's power to enter the Licensed Area in the case of an Emergency.

12.2 Costs of Rectifying Breach

- (1) All costs and expenses incurred by the Licensor and/or the Lessor as a result of any breach referred to in **clause 12.1(1)(b)(iv)** together with any interest payable on such sums will be a debt due to the Licensor and/or the Lessor and payable to the Licensor and/or the Lessor by the Licensee on demand.

13. Statutory obligations and notices

13.1 Comply with Statutes

- (1) The Licensee must:
 - (a) comply promptly with all statutes, local laws, mandates and directives from time to time in force relating to the Licensed Area, including without limitation all relevant laws, mandates and directives relating to occupational health and safety and the health and safety of all persons entering upon the Licensed Area;
 - (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Licensed Area specified at **clause 11**;
 - (c) comply with all relevant state and commonwealth law and all relevant codes, including without limitation the Building Code of Australia, and all relevant standards published by Standards Australia;
 - (d) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Licensed Area; and
 - (e) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Licensed Area or to the business the Licensee carries on at the Licensed Area.

13.2 Safety & Testing Obligations

- (1) The Licensee acknowledges and agrees that it is fully responsible at its cost for ensuring that any fittings located on the Licensed Area, are regularly tested, maintained and inspected to ensure that the fittings comply with all statutory requirements and are safe for use.

13.3 Indemnity if Licensee Fails to Comply

The Licensee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clauses 13.1 and 13.2**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clauses 13.1 and 13.2**.

13.4 No Fetter

- (1) Notwithstanding any other provision of this Licence, the Parties acknowledge that the Lessor is a local government established by *the Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Licence by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Licence fetter the Lessor in performing its statutory obligations or exercising any discretion.

14. Report to Lessor and the Lessor

The Licensee must immediately report to the Lessor and the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Licensed Area which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Licensee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Licensed Area of which it becomes aware, which might reasonably be expected to cause, in or on the Licensed Area, pollution of the environment;
- (c) all notices, orders and summonses received by the Licensee and which affect the Licensed Area and immediately deliver them to the Lessor and the Lessor; and
- (d) any incident, event or occurrence which has the potential to have an adverse impact upon the health and/or safety visitors or patrons of the Licensed Area or the wider community.

15. Default

15.1 Events of Default

A default occurs if:

- (a) the Licensee is in breach of any of the Licensee's Covenants for twenty-eight (28) days after a Notice has been given to the Licensee to rectify the breach or to pay compensation in money;
- (b) the Licensee is wound up or dissolved (whether voluntarily or otherwise), is deregistered or otherwise ceases to exist, becomes an externally-administered body corporate within the meaning of the *Corporations Act 2001 (Cth)*, or is unable to pay its debts as and when they fall due;
- (c) the Licensee passes a special resolution under the *Corporations Act 2001 (Cth)*, if required, altering its Constitution in a way that makes its objects or purposes inconsistent with the use permitted by this Licence;

- (d) a mortgagee takes possession of the property of the Licensee under this Licence;
- (e) any execution or similar process is made against the Licensed Area on the Licensee's property;
- (f) the Licensed Area is vacated, or otherwise not used, in the Licensor's reasonable opinion, for the permitted purpose for a six (6) month period; or
- (g) a person other than the Licensee or a permitted sublicensee or assignee is in occupation or possession or in use of the Licensed Area or in receipt of a licence fee and profits.

15.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 15.1** the Licensor and/or the Lessor may:

- (a) without notice or demand at any time enter the Licensed Area and on re-entry the Term will immediately determine;
- (b) by notice to the Licensee determine this Licence and from the date of giving such notice this Licence will be absolutely determined; and
- (c) by notice to the Licensee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Licence will be determined as from the giving of the notice and until the tenancy is determined the Licensee will hold the Licensed Area from the Licensor as a tenant from month to month under **clause 17**,

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

15.3 Licensor and/or the Lessor may remedy breach

If the Licensee:

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

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

15.4 Acceptance of Amount Payable by Licensor and/or the Lessor

Demand for or acceptance of the Amounts Payable by the Licensor and/or the Lessor after an event of default has occurred will not affect the exercise by the Licensor of the rights and powers conferred on the Licensor and/or the Lessor by the terms of the Licence or at law and will not operate as an election by the Licensor and/or the Lessor to exercise or not to exercise any right or power.

15.5 Essential Terms

Each of the Licensee's Covenants in **clauses 4** (Licence Fee and Other Payments), **5** (Insurance), **6** (Indemnity), **7** (Works), **8** (Landscape Plans), **9** (Maintenance, Repair and Cleaning), **11** (Use), **19** (No Assignment, Subletting and Charging) and **22** (Goods and Services Tax) are essential terms of this Licence but this **clause 15.5** does not mean or imply that there are no other essential terms in this Licence.

15.6 Breach of Essential Terms

If the Licensee breaches an essential term of this Licence then, in addition to any other remedy or entitlement of the Lessor and/or the Lessor:

- (a) the Licensee must compensate the Lessor and/or the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor and/or the Lessor will be entitled to recover damages against the Licensee in respect of the breach of an essential term; and
- (c) the Licensee covenants with the Lessor and/or the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor and/or the Lessor of a repudiation of this Licence by the Licensee; or
 - (ii) following the failure by the Licensee to comply with any notice given to the Licensee to remedy any default,
- (d) the Licensee must pay to the Lessor and/or the Lessor on demand the total of the Amounts Payable under this Licence which would have been payable by the Licensee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor and/or the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Licensed Area;
- (e) the Licensee agrees that the covenant set out in this **clause 15.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Licence;
- (f) the Licensee may deduct from the amounts referred to at **clause 15.6(c)** the Licence Fee and other money which the Lessor and/or the Lessor reasonably expects to obtain by re-letting the Licensed Area between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (g) the Lessor and/or the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Licensed Area at a reasonable licence fee and on reasonable terms but the Lessor is not required to offer or accept a licence fee or terms which are the same or similar to the licence fee or terms contained or implied in this Licence.

16. Option to renew

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

- (a) all consents and approvals required by the terms of this Licence or at law have been obtained;
- (b) there is no subsisting default by the Licensee at the date of service of the Notice in :
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Licensee's Covenants;
- (c) the Lessor agrees in its absolute discretion to the grant of the Further Term; and
- (d) the Lessor agrees in its absolute discretion to provide its consent to the grant of the Further Term,

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

17. Holding over

If the Licensee uses the Licensed Area after the expiry of the Term with the consent of the Lessor and the Lessor, the Licensee will be a monthly licensee of the Lessor at a licence fee equivalent to one twelfth of the Licence Fee for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Licence provided that all consents required under this Licence or at law have been obtained to the Licensee using the Licensed Area as a monthly licensee.

18. Obligation on Termination

18.1 Restore Licensed Area

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 Licence.

18.2 Peacefully surrender

On Termination the Licensee must:

- (a) peacefully surrender and yield up to the Lessor the Licensed Area in a condition consistent with the observance and performance of the Licensee's Covenants under this Licence; and
- (b) surrender to the Lessor 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 Lessor.

18.3 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 other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Licensor form an integral part of the Licensed Area and promptly make good, to the satisfaction of the Licensor, any damage caused by the removal.

18.4 Licensor can remove property on re-entry

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

18.5 Clause to survive termination

The Licensee's obligations under this clause shall survive Termination.

19. No Assignment, sub-letting and charging

19.1 No Assignment or Subletting

The rights in this Licence are personal to the Licensee, and Licensee may not transfer, assign, sublicense, mortgage, charge, assign or otherwise part with possession or any way dispose of any of its rights or obligations under this Licence.

19.2 Property Law Act 1969

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

19.3 No mortgage or charge

The Licensee must not mortgage nor charge the Land.

20. Damage or Destruction

If the Licensed Area are at any time during the Term destroyed or damaged to an extent as to be unfit for the occupation and use of the Licensee, either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this Licence. The Term will terminate upon such notice being given and the Licensee must vacate the Licensed Area and surrender the same to the Licensor, but such termination will be without prejudice however to the liability of the Licensee under this Licence up to the date of termination.

21. Disputes

21.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Licence is to be referred in the first instance in writing to the Licensor's Representative as nominated in writing by the Licensor from time to time (**Licensor's Representative**) and/or the Lessor's Representative as nominated in writing by the Lessor from time to time (**Lessor's Representative**) who shall convene a meeting within ten (10) days of receipt of such notice from the Licensee or such other period of time as is agreed to by the parties between the Licensor's Representative and/or the Lessor's Representative and an officer of the Licensee for the purpose of resolving the dispute (**Original Meeting**).

21.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 21.1** of this Licence then the dispute shall be referred in writing to the CEO and a senior representative of each of the Licensor and the Licensee, who shall convene a meeting within ten (10) days of the Original Meeting or such other date as is agreed to by the parties between the CEO and a senior representative of the Licensee for the purpose of resolving the dispute.

21.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 21.2** of this Licence then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Licensor, the Lessor and the Licensee may each be represented by a legal practitioner.

21.4 Payment of Amounts Payable to Date of Award

The Licensee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Licensee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Licensor and/or the Lessor and the Licensee then the Licensor and/or the Lessor will refund to the Licensee the monies paid.

22. Goods and services tax

22.1 Licensee must Pay

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

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

22.2 Increase in GST

If, at any time, the GST Rate is increased, the Licensor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with **clause 22.1(b)**.

22.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 22.2** the Licensor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Licensee to submit a claim for a credit or refund of GST.

23. Notice

23.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally;
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Licence or any other address nominated by a Party by Notice to the other; or
- (c) by email to the email address of the Party appearing in this Licence or any other email address nominated by a Party by Notice to the other.

23.2 Service of notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 23.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 23.1(b)**, on the fourth business day following the date of posting of the Notice; and
- (d) if by email to an email address specified in **clause 23.1(c)**, at the time of sending the email if sent before 5.00pm on a business day, or at 9.00am on the following business day if sent after 5.00pm or on a non-business day, unless the sender receives an automated message that the email has not been delivered.

23.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

24. General Provisions

24.1 Caveat

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

24.2 Licensor's Consent

The Licensee acknowledges and agrees with the Licensor and the Lessor that:

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

24.3 Acts by agents

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

24.4 Statutory powers

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

24.5 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.

24.6 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.

24.7 Moratorium

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

24.8 Further assurance

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

24.9 Waiver

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

24.10 Non-Disparagement

The Parties shall refrain from:

- (a) making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks and derogatory statements or comments made to anyone with respect to the other Party; and
- (b) making a public or non-confidential statement relating to a claim or complaint against the other Party to this Licence without first obtaining that Party's consent.

24.11 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.

24.12 Interpretation

In this Licence, unless expressed to the contrary:

- (a) Words importing:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender include each gender;
- (b) A reference to:
 - (i) a natural person includes a body corporate or local government; and
 - (ii) a body corporate or local government includes a natural person;
- (c) A reference to a professional body includes a successor to or substitute for that body;
- (d) A reference to a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- (e) A reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements or consolidations of any of them from time to time in force;
- (f) A reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) A reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;

- (h) A reference to this Licence or provisions or terms of this Licence or any other deed, agreement, instrument or contract include a reference to:
 - (i) both express and implied provisions and terms; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) Any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (k) If a Party comprises two or more persons, the obligations and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them;
- (l) The agreements and obligations on the part of the Licensee not to do or omit to do any act or thing include:
 - (i) an agreement not to permit that act or thing to be done or omitted to be done by the Licensee or any person authorised by the Licensee; and
 - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done;
- (m) Except in the Schedule headings do not affect the interpretation of this Licence.

25. Additional terms, covenants and conditions

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

Schedule

Item 1 Land

Reserve 7804, Lot 505 on Deposited Plan 432383 being the whole of the land comprised in Crown Land Title Volume LR3179 Folio 467.

Item 2 Licensed Area

That part of the Land depicted on the plan annexed hereto as **Annexure 1**, including all structures, pathways, boardwalks, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 3 Term

The period commencing on the Commencement Date and expiring on 30 June 2046, being the date of expiry of the Lease.

Item 4 Further Term

Further Term to be considered by the Parties in good faith at the expiration of the Term, in accordance with **Item 10.3** of the Schedule.

Item 5 Commencement Date

At the execution of this Licence or the date upon which the first soil is broken as part of the Landscaping Works, whichever is the latter.

Item 6 Licence Fee

Nil Licence Fee.

Consideration for the Licence shall be the Landscaping Works on the Licensed Area at the cost of the Licensee.

Item 7 Licence Fee Review Date

Not applicable.

Item 8 Permitted Purpose

Access to the Land for Landscaping Works and Maintenance Works and uses reasonably ancillary thereto.

Item 9 Public Liability Insurance

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

Item 10 Additional terms and conditions

10.1 Landscape Concept Plan

- (1) Prior to the Commencement Date, an amended landscape concept plan must be submitted to and approved by the WAPC on advice from the Lessor (**Landscape Concept Plan**).
- (2) The approved Landscape Concept Plan must be implemented and adhered to at all times for the life of the Children's Hospice Development to the satisfaction of the WAPC.
- (3) A copy of the Landscape Concept Plan is annexed to this Licence as part of the Approved Plans in **Annexure 4**.

10.2 Vehicle Turn Around Area

- (1) The Licensee is to construct a vehicle turn around area on Lot 502 with dimensions of 7 metres by 5 metres, immediately West of the Children's Hospice Development (**Vehicle Turn Around Area**)
- (2) The Vehicle Turn Around Area is to be constructed to the satisfaction of the Lessor and in compliance with the approved Landscape Concept Plan.

10.3 Further Maintenance Agreement at End of Term

- (1) The Licensee acknowledges that at the end of the Term it shall use its best endeavours to enter into a new maintenance agreement for the Licensed Area for the remainder of the lifespan of the Children's Hospice Development, being the balance of the Maintenance Period remaining at the expiration of the Term.

Signing page

EXECUTED by the parties as a Licence on the _____ day of _____ 2026

THE COMMON SEAL of the **CITY OF NEDLANDS** was affixed by authority of a resolution of the Council in the presence of -

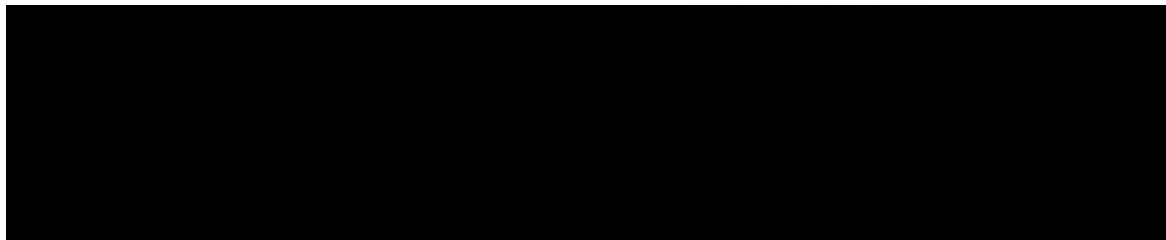
MAYOR

(Print Full Name)

CHIEF EXECUTIVE OFFICER

(Print Full Name)

Executed by **PCHF Hospice Limited (ACN 667 723 300)** in accordance with section 127 of the Corporations Act 2001 (Cth)



Name of Director (print)

Name of director/company secretary (print)

THE COMMON SEAL of **WEST AUSTRALIAN BRIDGE CLUB INC** was hereunto affixed pursuant to the constitution of the West Australian Bridge 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 West Australian Bridge Club Inc indicated under his or her name -

Special Council Meeting | Agenda | 16 September 2026

Office Holder Sign

Office Holder Sign

Name:

Name:

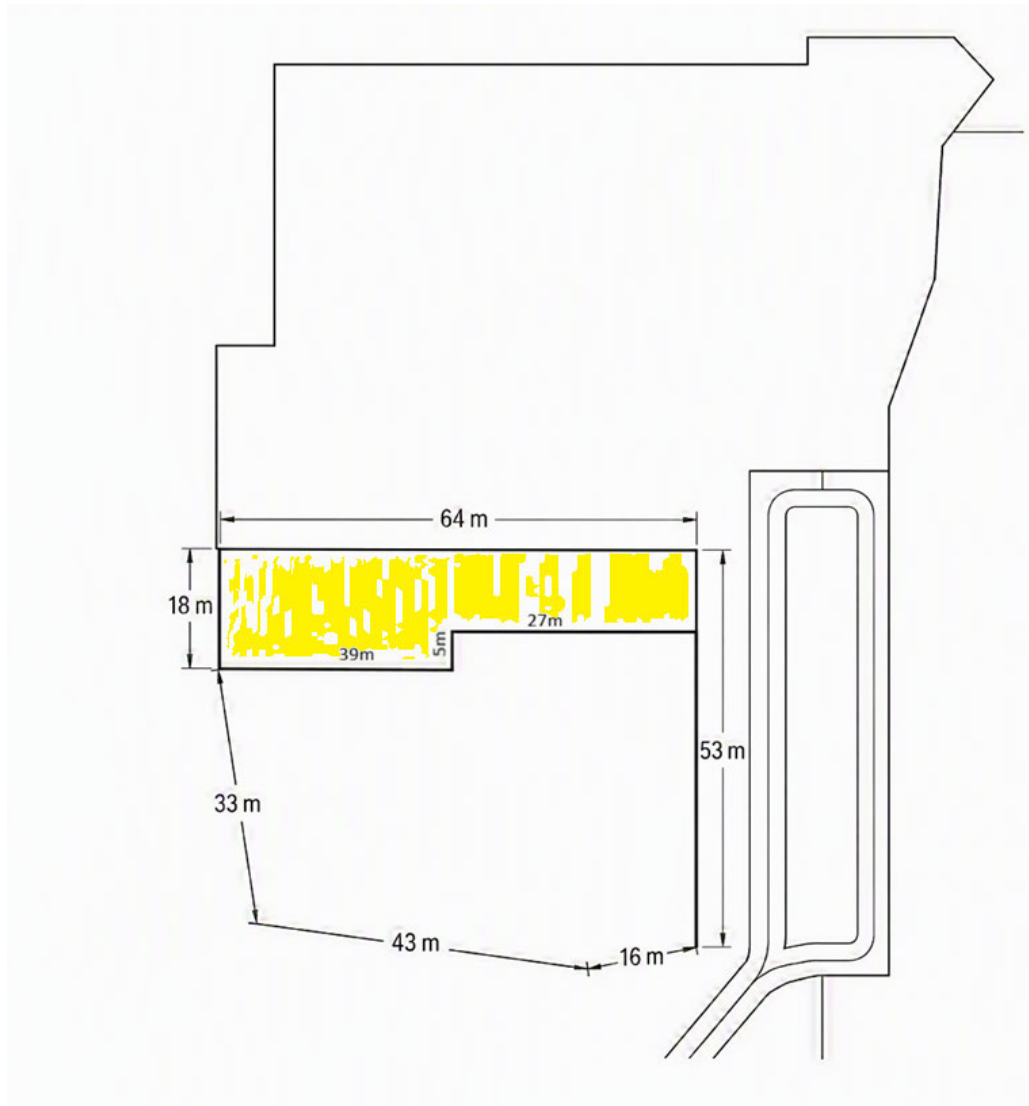
Address:

Address:

Office Held:

Office Held:

Annexure 1– Sketch of Licensed Area



Annexure 2 – Minister for Lands' Consent



Department of Planning,
Lands and Heritage



OFFICIAL - Sensitive

Our ref: 09419-1900 Case: 2602315
Enquiries: [REDACTED]
Email: delivery@dph.wa.gov.au

26 August 2026

[REDACTED]
220 Stirling Highway
CLAREMONT WA 6010

BY EMAIL ONLY: rmiller@mcleods.com.au

Dear Roland

**SECTION 18 MINISTERS CONSENT TO A LICENCE BETWEEN CITY OF NEDLANDS (LESSOR),
WEST AUSTRALIAN BRIDGE CLUB INC. (LICENSOR) AND PCHF HOSPICE LIMITED
(LICENSEE) – PORTION OF RESERVE 7804, CITY OF NEDLANDS**

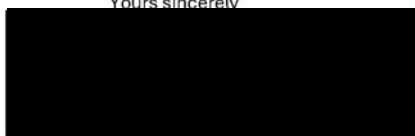
Thank you for your recent correspondence regarding consent to a Licence over Reserve 7804, Lot 505 on Deposited Plan 432383 which is set aside for the purpose of 'Park and Recreation' and managed by the City of Nedlands with power to lease (or sub-lease or licence) for any term not exceeding 21 years subject to the consent of the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) approval from the Minister for Lands is granted to the proposed Licence provided to the Department of Planning, Lands and Heritage (Department) by email dated 24 August 2026 on the condition that the final Licence executed by the parties is on the same terms as that provided to the Department 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. The Department cannot provide any advice in respect of the Licence and recommends that each party obtain their own independent advice as to their rights and obligations under the Licence.

Should you have any enquiries please don't hesitate to contact me on any of the above details.

Yours sincerely



Senior State Land Officer
Delivery – Land Use Management

140 William Street Perth WA 6000 | Locked Bag 2506 Perth WA 6001 | (08) 6551 8002
info@dph.wa.gov.au | www.dph.wa.gov.au
ABN 69 565 723 484

Annexure 3 – Lease

FORM LCI

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 as amended

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)

That part of Reserve 7804, Lot 500 on Deposited Plan 73170 as shown on the plan annexed to the Lease as Annexure 1.

EXTENT
FOLIO

Part

VOLUME

LR3169

88

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS (NOTE 2)

Reserve 7804 for the purpose of 'Park & Recreation'; J498304 Management Order; K718980 Memorial

LESSOR (NOTE 3)

CITY OF NEDLANDS of 71 Stirling Highway NEDLANDS WA

LESSEE (NOTE 4)

WEST AUSTRALIAN BRIDGE CLUB INC of 7 Odern Crescent SWANBOURNE WA

TERM OF LEASE (NOTE 5)

26 years and 11 months commencing on the Commencement Date and expiring on the Expiry Date as specified in Item 4 of the Schedule.

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

For the above term for the clear yearly rental of (Note 7): As specified in Item 5 of the Schedule

payable (Note 8): per annum

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.

Lease of Pt Reserve 7804 - WA Bridge Club Final
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Lease of Pt Reserve 7804

City of Nedlands

West Australian Bridge Club Inc



McLEODS
Barristers & Solicitors
Stirling Law Chambers | 220 Stirling Highway
CLAREMONT WA 6010
Tel: (08) 9383 3133 | Fax: (08) 9383 4935
Email: mcleods@mcleods.com.au
Ref: LMC:NEDL-14694

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Details

City of Nedlands

of 71 Stirling Highway, Nedlands, Western Australia
(Lessor)

West Australian Bridge Club Inc

Registration Number A0600030V
of 7 Odern Crescent, Swanbourne, Western Australia
(Lessee)

Background

- A The Lessor is the management body of the Land under the Order.
- B Under the Order, the City has the power to lease the Land for any term, subject to the approval of the Minister for Lands being first obtained.
- C The Lessor has agreed to grant a lease of the Premises on the terms and conditions of this Lease

Agreed terms

The Parties agree:

1. Definitions

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

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

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **Item 4(a)** of the Schedule;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

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Commencement Date means the date specified in **Item 4(b)** of the Schedule;

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

Interest Rate means the rate at the time the payment falls due being the interest rate adopted by the Lessor on money owing to the local government each year for its annual budget. The Lessee acknowledges that for the 2018-2019 financial year the Interest Rate is 11%;

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

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

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

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

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

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

Order means the vesting order published in the Government Gazette under the former *Land Act 1933* (and which now has the status of a Management Order made by the Minister under section 46 of the *Land Administration Act 1997*), or the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose of "Park and Recreation";

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

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

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

Schedule means the Schedule to this Lease;

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

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

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2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender include each gender;
- (b) a reference to:
 - (i) a natural person includes a body corporate or local government; and
 - (ii) a body corporate or local government includes a natural person;
- (c) a reference to a professional body includes a successor to or substitute for that body;
- (d) a reference to a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- (e) a reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements of any of them from time to time in force;
- (f) a reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) a reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (h) a reference to this Lease or provisions or terms of this Lease or any other deed, agreement, instrument or contract include a reference to:
 - (i) both express and implied provisions and terms; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) a reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (k) if a Party comprises two or more persons the covenants and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them;
- (l) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:

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- (i) covenants not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
- (ii) a covenant to do everything necessary to ensure that that act or thing is not done or omitted to be done; and
- (m) except in the Schedule headings do not affect the interpretation of this Lease.

3. Conditions

This Lease 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 letter is annexed to this Lease as **Annexure 2**.

4. Grant of Lease

The Lessor, subject to **clause 3** of this Lease, leases to the Lessee the Premises for the Term subject to:

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

5. Quiet Enjoyment

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

6. Rent and other Payments

The Lessee covenants with the Lessor:

(a) Rent

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

(b) Outgoings

- (i) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:

(A) local government service and other charges;

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- (B) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
- (C) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring or telephone connection;
- (D) land tax and metropolitan regional improvement tax on a single ownership basis; and
- (E) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.

- (ii) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 6(b)(i)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

(c) **Interest**

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 14 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

(d) **Costs**

- (i) To pay to the Lessor on demand:
 - (A) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (B) all registration fees in connection with this Lease; and
 - (C) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (ii) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (A) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (B) any breach of covenant by the Lessee or an Authorised Person;

- (C) the preparation and service of a notice under Section 81 of the Property Law Act 1969 requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
- (D) any work done at the Lessee's request; and
- (E) any action or proceedings arising out of or incidental to any matters referred to in this **clause 6(d)** or any matter arising out of this Lease.

7. Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

8. Insurance

8.1 Public Insurances to be Effected by Lessee in Joint Names

The Lessee must effect and maintain with insurers approved by the Lessor in the joint names of the Lessor and the Lessee for their respective rights and interests in the Premises for the time being adequate public liability insurance for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably required.

8.2 Building Insurance to be Effected and Paid by Lessee

The Lessee will effect and maintain insurance of the building on the Premises, with an insurance company acceptable to the Lessor, and to a value agreed by the parties.

8.3 Details and Receipts

In respect of the insurance required by **clause 8.1** the Lessee must:

- (a) on demand supply to the Lessor details of the insurances and give to the Lessor copies of the certificates of currency in relation to those insurances;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

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8.4 Not to Invalidate

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

- (a) render any insurance effected under **clause 8.1** or **8.2** on the Premises, or any adjoining premises, void or voidable;
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

8.5 Reports

Each party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in order on the Premises.

8.6 Settlement of Claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any insurance required by **clause 8.1**.

8.7 Lessor as Attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 8.1**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 8.1**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

9.1 Indemnity

The Lessee indemnifies the Lessor and the Minister for Lands against any liability or loss arising from and any costs, charges and expenses incurred in connection with:

- (a) any damage to the Premises, or any loss of or damage to anything on it; and
- (b) any injury to any person on the Premises,
- (c) and for which the Lessor or the Minister for Lands becomes liable.

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9.2 Indemnity Unaffected by Insurance

- (a) The Lessee's obligation to indemnify the Lessor and the Minister for Lands under this Lease or at law is not affected by any insurance maintained by the Lessor in respect of the Premises and the indemnity under **clause 9.1** is paramount; and
- (b) if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9.1** will be reduced by the extent of such payment.

10. Limit of Lessor's Liability

10.1 No Liability for Loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

10.2 Limit on Liability for Breach of Lessor's Covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is the management body of the Premises under the Order.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Maintenance, Repair and Cleaning

11.1 Maintenance

- (1) The Lessee will maintain at its own expense the Premises including but not limited to any structural parts, plate glass, electrical installations, gas and water pipes and fittings, toilets, sanitary appliances, drains, septic tanks, leach drains, paths, paving, park or garden furniture, retaining walls, fences and reticulation in good, safe order repair and condition.
- (2) The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises.
- (3) The Lessee must take such reasonable action as is necessary to:
 - (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
 - (b) rectify or otherwise amelioratethe effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

11.2 Repair

The Lessee must promptly repair at its own expense to the satisfaction of the Lessor any damage to the Premises including damage of a structural nature, regardless of how it is caused.

11.3 No Obligation on Lessor to Repair or Maintain

- (1) The Lessee is wholly and solely responsible for the maintenance and repair of all buildings and improvements comprising the Premises, regardless of the cause of the need to repair or maintain,

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and regardless of the type of repair or maintenance required. The Lessor has no obligation whatsoever to repair or maintain any buildings or improvements comprising the Premises.

- (2) Any further development proposed on the Premises during the Term shall be the responsibility of and carried out by (and at the cost of) the Lessee, subject to the Lessee having obtained the prior consent of the Lessor, and all necessary statutory approvals.

11.4 Cleaning

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

11.5 Maintain Surroundings

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens lawns, shrubs, hedges and trees, including the boundary hedge;
- (2) If there is any remnant natural bushland in the surrounds the Lessee must not remove or do anything to damage such bushland without written consent from the Lessor and the Lessee must maintain any such bushland, at its cost, in accordance with a maintenance programme agreed with the Lessor's Parks Manager;
- (3) Subject to **clause 11.5(2)**:
 - (a) any pruning of trees must be undertaken by a qualified tree surgeon;
 - (b) if any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense; and
 - (c) the Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.
- (4) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.

11.6 Pest Control

- (1) The Lessee must keep the Premises free of any vermin and the cost of extermination will be borne by the Lessee.
- (2)
 - (a) The Lessee must undertake, annually, an inspection by a licensed pest controller for termite infestation;
 - (b) This inspection must be carried out and any pest control treatment required as a result of the inspection must be undertaken by a licensed pest controller within two weeks of the inspection;
 - (c) The Lessee must provide to the Lessor a copy of the certificate issued by the licensed pest controller by May 1 annually; and
 - (d) All costs and expenses arising from the inspection and any work undertaken as a result will be the responsibility of the Lessee.

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11.7 Structural State of Premises

The Lessee acknowledges that it has inspected the structure of the Premises internally and externally prior to the execution of this Lease and enters into the Lease with full knowledge of the structural state and state of repair of the Premises.

11.8 Maintenance Fund

- (1) The intention of this subclause is to ensure that the Lessee establishes a reserve fund and sets aside sufficient funds to maintain the Premises in accordance with this Lease and for the replacement of any structures or improvements on the Premises which will require eventual replacement. The fund may also be used for capital development of the Premises.
- (2) The Lessee must:
 - (a) establish and maintain a fund to be retained under its own management for the purpose of providing adequate funds for ongoing maintenance of the Premises and to allow for the depreciation of structures or improvements forming part of the Premises (the **Fund**);
 - (b) keep the Fund in an interest bearing bank account as a separate fund to other monies held by the Lessee;
 - (c) ensure that the Fund is clearly identified, as a distinct and separate fund in the Lessee's accounting records and is reported as such in all general financial statements produced by the Lessee;
 - (d) ensure that the Fund is audited in accordance with the Lessee's audit requirements and that the Lessor is provided at least once in each year of the Term with a copy of an audited financial statement showing the amount in the Fund; and
 - (e) make regular contributions to the Fund in accordance with this subclause (**Fund Contributions**).
- (3) The amount of money the Lessee will deposit in the Fund by the first anniversary date is specified in **Item 8** of the Schedule.
- (4) The amount of money the Lessee will deposit in the Fund each subsequent year and frequency of Fund contributions will be reviewed annually.
- (5) Before each annual review of the Fund Contributions, the Lessor's Building Services will meet with the Lessee to review the maintenance requirements for the Premises. The intention of the meeting will be for the Lessor's Building Services and the Lessee to reach agreement on the amount and frequency of Fund Contributions for the next twelve months.
- (6) The Lessee must only use the Fund for purposes and on specific items agreed between the parties.
- (7) The Lessee agrees to use the Fund to rectify all items identified by the Lessor as in need of repair, replacement or reconstruction.
- (8) The Lessee agrees to use the Fund to rectify all items identified by the Lessor as in need of repair, replacement or reconstruction, in preference to using the Fund for capital development of the Premises. The Fund may be used for capital development of the Premises, but only if all maintenance items as identified by the Lessor have been completed.

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12. Alterations

12.1 Restriction

The Lessee must not without prior written consent:

- (a) (i) from the Lessor;
- (ii) from any other person from whom consent is required under this Lease; and
- (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (c) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

12.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 12.1** the Lessor may:
 - (a) consent subject to conditions; and
 - (b) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (c) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (2) If the Lessor consents to any matter referred to in **clause 12.1**:
 - (a) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (b) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

12.3 Cost of Works

All works undertaken under this **clause 12** will be carried out at the Lessee's expense.

12.4 Conditions

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

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

13. Use

13.1 Restrictions on Use

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

- (a)
 - (i) use the Premises or any part of it for any purpose other than for the purposes for which the Premises are held by the Lessor, as set out at **Item 6** of the Schedule; or
 - (ii) use the Premises for any purpose which is not permitted under any town planning scheme or any law relating to health;
- (b) do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;
- (c) do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
- (d) store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:
 - (i) any such storage must comply with all relevant statutory provisions;
 - (ii) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
 - (iii) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
 - (iv) upon the request of the Lessor, the Lessee will provide a manifest of all dangerous compounds or substances stored on the Premises;
- (e) do any act or thing which might result in excessive stress or harm to any part of the Premises; or
- (f) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

13.2 No Warranty

The Lessor gives no warranty:

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

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13.3 Premises Subject to Restriction

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

13.4 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in this clause 13.

14. Lessor's Right of Entry

14.1 Entry on Reasonable Notice

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

- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause 14.1(iv) is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

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14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 14.1(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

15. Statutory Obligations & Notices

15.1 Comply with Statutes

The Lessee must:

- (i) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (ii) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 13**;
- (iii) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (iv) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

15.2 Indemnity if Fails to Comply

The Lessee indemnifies the Lessor and the Minister for Lands against:

- (i) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- (ii) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

16. Report to Lessor

The Lessee must immediately report to the Lessor:

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

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17. Default

17.1 Events of Default

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (b) the association is wound up whether voluntarily or otherwise;
- (c) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated; or
- (g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** the Lessor may:

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

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

17.3 Lessor May Remedy Breach

If the Lessee:

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

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

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17.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

17.5 Essential Terms

Each of the Lessee's Covenants in **clauses 6** (Rent and Other Payments), **8** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **13** (Use), **24** (Assignment, Subletting and Charging) and **36** (Goods and Services Tax) is an essential term of this Lease but this **clause 17.5** does not mean or imply that there are no other essential terms in this Lease.

17.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

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

- (d) the Lessee agrees that the covenant set out in this **clause 17.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 17.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

18. Damage or Destruction

18.1 Damage or Destruction

If the Premises or any part of the Premises are totally or partially destroyed so as to require major rebuilding the Lessee:

- (a) may within two (2) months of the destruction or the damage terminate the Term with immediate effect by giving Notice to the Lessor; or
- (b) must within 2 years from the date of destruction or damage rebuild the Premises to its original state and condition to the satisfaction of the Lessor and in accordance with the requirements of all relevant authorities.

18.2 Insurance Proceeds

- (1) if the Lessee terminates the Term in accordance with **clause 18.1** all insurance proceeds in respect of the Premises will be paid to and retained by the Lessor; or
- (2) if the Lessee rebuilds the Premises, all insurance proceeds will be applied to the rebuilding with any shortfall paid by the Lessee.

19. Option to Renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 19** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

20. Holding Over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

21. Restore Premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

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22. Yield up the Premises

22.1 Peacefully Surrender

On Termination the Lessee must:

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

22.2 Clause 22.1 to Survive Termination

The Lessee's obligation under clause 22.1 will survive termination.

23. Removal of Property from Premises

23.1 Remove Property prior to Termination

Prior to Termination, the Lessee must remove from the Premises all property of the Lessee including the Lessee's fixtures and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

23.2 Lessor can Remove Property on Re-Entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

24. Assignment, Sub-letting and Charging

24.1 No Assignment or Sub-letting without Consent

The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor, the Minister for Lands and any other persons whose consent is required under the terms of this Lease or at law.

24.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or sub-letting of the leasehold estate created by this Lease if:

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

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

24.3 Where Sublessee is a Community Group

If the proposed sublessee is a community group, whether or not a body corporate or unincorporate, the Lessor may not require a deed of sublease under **clause 24.2(c)**.

24.4 Consents of Assignee Supplementary

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

24.5 Property Law Act 1969

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

24.6 Costs for Assignment and Sub-letting

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

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

24.7 No Mortgage or Charge

The Lessee must not mortgage nor charge the Premises.

25. Acts by Agents

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

26. Governing Law

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

27. Statutory Powers

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

28. Notice

28.1 Form of Delivery

A Notice to a person must be in writing and may be given or made:

- (a) by a delivery to the person personally; or
- (b) by addressing it to the person and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by notice to the other.

28.2 Service of Notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in clause 28.1, at the time of leaving the Notice provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in clause 28.1, on the second business day following the date of posting of the Notice.

28.3 Signing of Notice

A Notice to a person may be signed:

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

29. Severance

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

30. Disputes

30.1 Appointment of Arbitrator

Except as otherwise provided any dispute arising out of this Lease is to be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

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30.2 Payment of Amounts Payable to Date of Award

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

31. Variation

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

32. Moratorium

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

33. Further Assurance

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

34. Payment of Money

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

35. Waiver

35.1 No General Waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

35.2 Partial Exercise of Right Power or Privilege

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

36. Goods and Services Tax

36.1 Definitions

Unless the contrary attention appears in this clause:

- (a) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease;
- (b) **GST** means a tax under the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999 (Act)* levied on a Supply including but not limited to the Amounts Payable or

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other money payable to the Lessor for goods or services or property or any other thing under this Lease.

- (c) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

36.2 Lessee to Pay GST

- (a) The Consideration will be increased by the amount of GST, if any, which the Lessor is required by legislation to pay on any Supply made under the terms of this Lease;
- (b) The Lessee must pay any increase referred to at paragraph (a) whether it is the Lessee or any other person who takes the benefit of any Supply; and
- (c) The Lessee must pay the amount of GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration.

36.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease the GST amount payable to the Lessor under **clause 36.2(b)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

36.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

36.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

36.6 Tax Invoices

For each payment by the Lessee under this **clause 36** the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

36.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this lease then the requirements set out in this **clause 36** with respect to the Lessee will apply to the Lessor with the necessary changes.

37. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

38. Caveat

38.1 No Absolute Caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor and the Minister for Lands, lodge any absolute caveat to protect the interests of the Lessee under this Lease.

38.2 CEO & Lessor as Attorney

If any caveat is lodged the Lessee, in consideration of the Lessor having granted this Lease to the Lessee, irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
 - (b) for any holding over under this Lease; and
 - (c) for a period of six (6) months after Termination of this Lease
- to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate;
- (d) a withdrawal of any absolute caveat lodged by or behalf of the Lessee;
 - (e) a withdrawal of any caveat lodged by on or behalf of the Lessee and not withdrawn on Termination; and
 - (f) a surrender of the estate granted by this Lease.

The costs of withdrawing any caveat or surrendering this Lease will be borne by the Lessee.

39. Indemnity and Ratification

- (1) The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under **clause 38**.
- (2) The Lessee indemnifies the Lessor and the Minister for Lands against:
 - (a) any loss arising from any act done under **clause 38**; and
 - (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee including the withdrawing of any caveat effecting the Land the registration of this Lease to exercise the power of attorney set out in **clause 38**.

40. Prior Notice of Proposal to Change Rules

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

41. Provision of Information

The Lessee agrees to provide to the City:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;

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

42. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 7** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

43. Statement of Support

The Lessor, as part of its general function to provide for the good government of persons in its district, is supportive of community groups and associations whose activities make a positive contribution to the district of the Lessor. The Lessor is of the view that the Lessee is an association that makes a positive contribution to the district of the Lessor, and is deserving of its support. To that end, whilst the Lessor cannot, and does not, make any advance commitment that a new lease of the Premises will certainly be granted to the Lessee at the expiration of this Lease, the Lessor expresses its present view that provided the Lessee:

- (a) is not in breach of the Lease immediately prior to its expiration;
- (b) has conducted itself properly and has been a good tenant throughout the term of the Lease; and
- (c) remains an association which in the view of the Lessor makes a positive contribution to the district of the Lessor,

it is likely the Lessor will look favourably upon a request to grant a further lease to the Lessee on the same or similar terms to this Lease.

44. Access to Bore, Electrical Cubicle, Irrigation Pipework and Fire Hydrant

The Lessee AGREES with the Lessor THAT:

- (a) the existing bore, electrical cubicle, irrigation pipework and fire hydrant (the **City's Infrastructure**) located on the Premises shall remain within the control of the Lessor and shall not form part of the Premises for the purposes of this Lease;
- (b) it shall ensure the Lessor, its agents, employees, contractors, invitees and any other person authorised by the Lessor is provided with clear and unimpeded access to the City's Infrastructure and shall not construct or place nor permit to be constructed or placed any building, structure or thing, nor plant nor suffer to plant any vegetation on the Premises which would prevent access to the City's Infrastructure;
- (c) the Lessor shall be permitted to excavate, repair, remove or replace any of the City's Infrastructure located on the Premises; and
- (d) it shall permit the Department of Fire and Emergency Services or other emergency services to gain access to the Premises for the purposes of drawing water from any bore comprising the City's Infrastructure or to use the City's Infrastructure.

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Schedule

Item 1 Land and Premises

(a) Land

Reserve 7804, Lot 500 on Deposited Plan 73170 and being the whole of the land comprised in Crown Land Title LR3169 Folio 88.

(b) Premises

That portion of the Land, together with the building thereon, comprising an area of approximately 3,370 m² as more particularly shown shaded and defined as the 'WA Bridge Club Lease Area' on the sketch annexed to this Lease as **Annexure 1**.

Item 2 Term

26 years and 11 months.

Item 3 Further Term

Not applicable.

Item 4 Commencement Date and Expiry Date

(a) Commencement Date

1 August 2019.

(b) Expiry Date

30 June 2046.

Item 5 Rent

One dollar per annum payable on the Lessor's demand.

Item 6 Use

Bridge Club.

Item 7 Additional Terms Covenants and Conditions

Nil.

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Lease of R Reserve 7804 - WA Bridge Club Final
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Item 8 Maintenance Bond

\$500.00

Item 9 Public Liability Insurance

\$10,000,000

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Signing page

EXECUTED by the parties as a deed

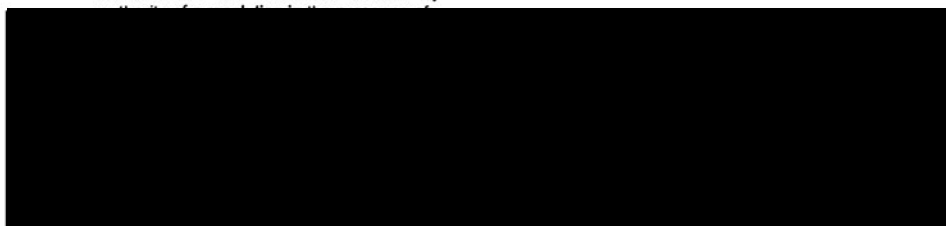
18th



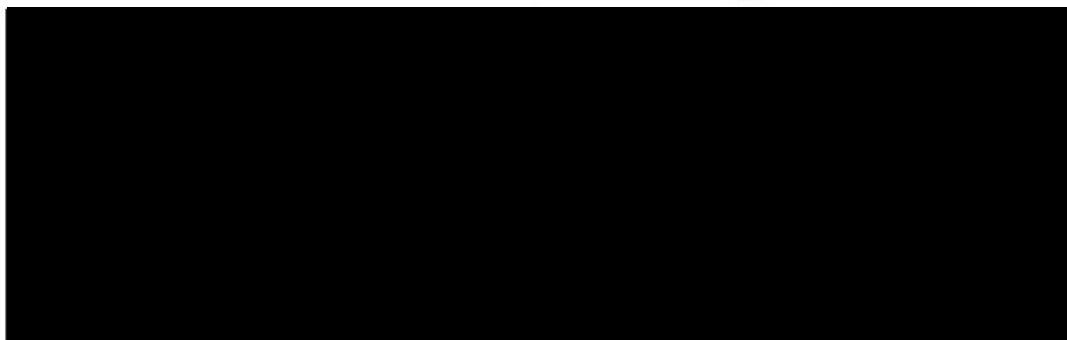
Nov

2019

THE COMMON SEAL of the CITY OF
NEDLANDS was hereunto affixed by



THE COMMON SEAL of WEST
AUSTRALIAN BRIDGE CLUB INC was
hereunto affixed pursuant to the
constitution of the Club in the presence of
each of the undersigned each of whom
hereby declares by the execution of this
document that he or her holds the office in
the Club indicated under his or her name:



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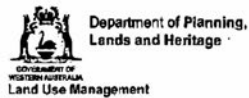

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Annexure 2 – Minister for Lands' consent



City of Nedlands
PO Box 9
NEDLANDS WA 6008

Our ref. No: 09419-1800
Job: 1803716
Enquiries: Terry Newman
Ph: 9522 4800
Fax: 9522 4432

Dear Madam

**REQUEST FOR SECTION 18 MINISTERS CONSENT FOR SURRENDER OF LEASE
L939478 OVER PART RESERVE 7804, PART LOT 500 ON DEPOSITED PLAN 73170 —
CITY OF NEDLANDS**

**REQUEST FOR SECTION 18 MINISTERS CONSENT FOR LEASE OVER PART RESERVE
7804, FOR THE PURPOSE OF "BRIDGE CLUB", PART LOT 500 ON DEPOSITED PLAN
73170 — CITY OF NEDLANDS**

Thank you for your correspondence seeking permission of the Minister for Lands to provide consent to the proposed Surrender of Lease L939478, and consent for the proposed new Lease between City of Nedlands (Lessor) and the West Australian Bridge Club Incorporated (Lessees).

In accordance with section 18 of the *Land Administration Act 1997* (LAA) the Minister for Lands approval is granted to the Surrender of Lease L939478 as provided on 5 August 2019. Additionally the Minister for Lands Consent is given to the proposed new Lease provided to the Department of Planning, Lands and Heritage (DPLH) by email dated 30 July 2019. This consent is conditional upon the final Surrender of Lease and Lease documents executed by the parties is on all terms and conditions as that provided to DPLH on the specified dates. If the final documents executed by the parties is not on the approved terms, then they 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 documents. DPLH cannot provide any advice in respect of the documents and recommends that each party obtain their own independent advice as to their rights and obligations under the Surrender of Lease and Lease document.

Should you have any enquiries please don't hesitate to contact me on any of the above details.

Case Delivery
5 August 2019

Gordon Streatonson House, 140 William Street Perth Western Australia 6000 PO Box 1223 West Perth Western Australia 6872
Telephone (08) 6552 6400 Facsimile (08) 6552 4432 Freecall: 1800 725 784 (Country only)
Email: info@lands.wa.gov.au Website: www.lands.wa.gov.au
MIM: 05 265 722 654

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INSTRUCTIONS	OFFICE USE ONLY		
1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..." 2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties. 3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses. 4. Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. NOTES 1. DESCRIPTION OF LAND Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated. Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch. The Volume and Folio number to be stated. 2. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the certificate(s) of title: (a) in the Second Schedule; (b) If no Second Schedule, there are encumbrances. (Unless to be removed by action or document before registration hereof) Do not show any: (a) Easement Benefits or Restrictive/Covenant Benefits; or (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg. if a mortgage is shown, do not show any partial discharges or any document affecting either). The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "interests on strata/survey-strata plan". If none show "nil". 3. LESSOR State the full name of the Lessor/Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent. 4. LESSEE State full name of the Lessee/Lesseees and the address/addressee to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares. 5. TERM OF LEASE Must exceed 3 years. Term to be stated in years, months and days or as the case may be. Commencement date to be stated. Options to renew to be shown. 6. RECITE ANY EASEMENTS TO BE CREATED Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to". 7. State amount in words. 8. State term of payment. 9. Insert any Covenants required. 10. LESSOR/LESSEE EXECUTION A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.	0289007 L 25 Nov 2019 15:03:29 Perth LODGED BY McLeods Barristers & Solicitors ADDRESS 220 Stirling Highway, Claremont WA 6010 PHONE No. (08) 9383 3133 FAX No. (08) 9383 4935 REFERENCE No. RAW-1234 14694 ISSUING BOX No. 346K PREPARED BY McLeods Barristers & Solicitors ADDRESS 220 Stirling Highway Claremont WA 6010 PHONE No. (08) 9383 3133 FAX No. (08) 9383 4935 INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY 2/2 TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> 1. <u>Stat dec x 4</u> 2. <u>Dep lease</u> 3. _____ 4. _____ 5. _____ 6. _____ </td> <td style="width: 50%; vertical-align: top; padding-left: 10px;"> Received Items Nos <u>5</u> Receiving Clerk </td> </tr> </table> Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.	1. <u>Stat dec x 4</u> 2. <u>Dep lease</u> 3. _____ 4. _____ 5. _____ 6. _____	Received Items Nos <u>5</u> Receiving Clerk
1. <u>Stat dec x 4</u> 2. <u>Dep lease</u> 3. _____ 4. _____ 5. _____ 6. _____	Received Items Nos <u>5</u> Receiving Clerk		
EXAMINED			

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FORM B3

FORM APPROVED
NO. B4804

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED
OATHS, AFFIDAVITS AND STATUTORY DECLARATIONS ACT 2005

EV001240908 SDEC



STATUTORY DECLARATION

I/WE **RICHARD JOHN BASHAM** of 6A Grange Street, Claremont, Western Australia, Retired

(name, address and occupation of person(s) making the declaration)

Sincerely declare as follows

1. I am the Treasurer of the West Australian Bridge Club Inc (**Club**) and am authorised by the rules of the Constitution of the Club to affix or countersign the affixing of the Common Seal of the Club to documents.

2. At the time I affixed or countersigned the affixing of the Common Seal of the Club to the below listed document I was duly authorised to do so and I signed in the capacity of the Treasurer of the Club:

Description of Document

Lease of Portion of Reserve 7804

3. The Club is the lessee and the City of Nedlands is the lessor of that part of Reserve 7804 being the land more particularly described as:

(a) Lot 500 on Deposited Plan 73170 and being the whole of the land comprised in Crown Land Title Volume LR 3169 Folio 88,

as shown on the plan annexed to the Lease as Annexure 1.

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INSTRUCTIONS

1. If insufficient space hereon Form B2 should be used.

NOTES

1. A Person making a declaration should ensure it is sworn under the relevant Act applying to the State or Country. The Oaths, Affidavits and Statutory Declarations Act 2005 applies only to a declaration declared in the in the State of Western Australia.
2. If more than one declarant, each signature must have a separate attestation.
3. No person under eighteen years of age may be a witness.
4. A complete list of authorised witnesses for statutory declarations is contained in Schedule 2 of the Oaths, Affidavits and Statutory Declarations Act 2005.

Item	Formal description	Informal description
1.	A member of the academic staff of an institution established under any of the following Acts — • <i>Curtin University of Technology Act 1966</i>; • <i>Edith Cowan University Act 1984</i>; • <i>Murdoch University Act 1973</i>; • <i>University of Notre Dame Australia Act 1989</i>; • <i>University of Western Australia Act 1911</i>; • <i>Vocational Education and Training Act 1996</i>.	Academic (post-secondary institution)
2.	A member of any of the following bodies — • Association of Taxation and Management Accountants (ACN 002 876 208); • CPA Australia (ACN 008 392 452); • The Institute of Chartered Accountants in Australia (ARBN 084 642 571); • National Institute of Accountants (ACN 004 130 643); • National Tax & Accountants' Association Limited (ACN 057 551 854).	Accountant
3.	A person who is registered under the <i>Architects Act 2004</i> .	Architect
4.	An Australian Consular Officer within the meaning of the <i>Consular Fees Act 1955</i> of the Commonwealth.	Australian Consular Officer
5.	An Australian Diplomatic Officer within the meaning of the <i>Consular Fees Act 1955</i> of the Commonwealth.	Australian Diplomatic Officer
6.	A bailiff appointed under the <i>Civil Judgments Enforcement Act 2004</i> .	Bailiff
7.	A person appointed to be in charge of the head office or any branch office of an authorised deposit-taking institution carrying on business in the State under the <i>Banking Act 1959</i> of the Commonwealth.	Bank manager
8.	A member of Chartered Secretaries Australia Limited (ACN 008 615 950).	Chartered secretary
9.	A pharmaceutical chemist within the meaning of the <i>Pharmacy Act 1964</i> .	Chemist
10.	A chiropractor within the meaning of the <i>Chiropractors Act 1964</i> .	Chiropractor
11.	A person registered as an auditor or a liquidator under the <i>Corporations Act 2001</i> of the Commonwealth.	Company auditor or liquidator
12.	A judge, master, magistrate, registrar or clerk, or the chief executive officer, of any court of the State or the Commonwealth.	Court officer
13.	A member of the Australian Defence Force who is — • an officer within the meaning of the <i>Defence Force Discipline Act 1982</i> • of the Commonwealth; • a non-commissioned officer within the meaning of that Act with 5 or • more years of continuous service; or • a warrant officer within the meaning of that Act.	Defence force officer

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Special Council Meeting | Agenda | 16 September 2026

Item	Formal description	Informal description
14.	A dentist within the meaning of the <i>Dental Act 1939</i> .	Dentist
15.	A medical practitioner within the meaning of the <i>Medical Act 1894</i> .	Doctor
16.	A member of the Institution of Engineers, Australia, other than at the grade of student.	Engineer
17.	The secretary of an organisation of employees or employers that is registered under one of the following Acts — <i>Industrial Relations Act 1979</i>; <i>Workplace Relations Act 1996</i> of the Commonwealth.	Industrial organisation secretary
18.	A member of the National Insurance Brokers Association of Australia (ACN 006 093 849).	Insurance broker
19.	A Justice of the Peace.	Justice of the Peace
20.	A legal practitioner within the meaning of the <i>Legal Practice Act 2003</i> .	Lawyer
21.	The chief executive officer or deputy chief executive officer of a local government.	Local government CEO or deputy CEO
22.	A member of the council of a local government within the meaning of the <i>Local Government Act 1995</i> .	Local government councillor
23.	A member of the Australasian Institute of Chartered Loss Adjusters (ACN 074 804 167).	Loss adjuster
24.	An authorised celebrant within the meaning of the <i>Marriage Act 1961</i> of the Commonwealth.	Marriage celebrant
25.	A member of either House of Parliament of the State or of the Commonwealth.	Member of Parliament
26.	A minister of religion registered under Part IV Division 1 of the <i>Marriage Act 1961</i> of the Commonwealth.	Minister of religion
27.	A nurse within the meaning of the <i>Nurses Act 1992</i> .	Nurse
28.	A registered optometrist within the meaning of the <i>Optometrists Act 1940</i> .	Optometrist
29.	A registered patent attorney under the <i>Patents Act 1990</i> of the Commonwealth.	Patent attorney
30.	A physiotherapist within the meaning of the <i>Physiotherapists Act 1950</i> .	Physiotherapist
31.	A podiatrist within the meaning of the <i>Podiatrists Registration Act 1984</i> .	Podiatrist
32.	A police officer.	Police officer
33.	The person in charge of an office established by, or conducted by an agent of, Australia Post within the meaning of the <i>Australian Postal Corporation Act 1989</i> of the Commonwealth.	Post office manager
34.	A registered psychologist within the meaning of the <i>Psychologists Registration Act 1976</i> .	Psychologist
35.	A public notary within the meaning of the <i>Public Notaries Act 1979</i> .	Public notary
36.	An officer of the Commonwealth public service.	Public servant (Commonwealth)
37.	A person who is employed under the <i>Public Sector Management Act 1994</i> Part 3.	Public servant (State)
38.	The holder of a licence under the <i>Real Estate and Business Agents Act 1978</i> .	Real estate agent
39.	The holder of a licence under the <i>Settlement Agents Act 1981</i> .	Settlement agent
40.	The Sheriff of Western Australia and any deputy sheriff appointed by the Sheriff of Western Australia.	Sheriff or deputy sheriff
41.	A licensed surveyor within the meaning of the <i>Licensed Surveyors Act 1909</i> .	Surveyor
42.	A person employed as a member of the teaching staff within the meaning of the <i>School Education Act 1999</i> or as a teacher of a non-government school within the meaning of that Act.	Teacher
43.	A member, registrar or clerk, or the chief executive officer, of any tribunal of the State or the Commonwealth.	Tribunal officer
44.	A registered veterinary surgeon within the meaning of the <i>Veterinary Surgeons Act 1960</i> .	Veterinary surgeon

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FORM B3
FORM APPROVED
NO. B 4804
WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1993 AS AMENDED
OATHS, AFFIDAVITS AND STATUTORY DECLARATIONS ACT 2005

EV001240910 SDEC

STATUTORY DECLARATION

I/WE DOROTHY RUTH SINTON of 3/105 Bindaring Parade, Claremont, Western Australia, Retired
(name, address and occupation of person(s) making the declaration)

Sincerely declare as follows

1. I am the President of the West Australian Bridge Club Inc (Club) and am authorised by the rules of the Constitution of the Club to affix or countersign the affixing of the Common Seal of the Club to documents.

2. At the time I affixed or countersigned the affixing of the Common Seal of the Club to the below listed document I was duly authorised to do so and I signed in the capacity of the President of the Club:

Description of Document

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3. The Club is the lessee and the City of Nedlands is the lessor of that part of Reserve 7804 being the land more particularly described as:

(a) Lot 500 on Deposited Plan 73170 and being the whole of the land comprised in Crown Land Title Volume LR 3169 Folio 88,

as shown on the plan annexed to the Lease as Annexure 1.

This declaration is true and I/WE know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the Oaths, Affidavits and Statutory Declarations Act 2005 at (place) PERTH, WESTERN AUSTRALIA

on 5th day 2019 by -

Signature(s) of person(s) making

In the presence of -

Signature of author

Full Name of witness

Full Address of Witness

Qualification of Witness

(Print the full name, address and occupation of witness)

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2. If more than one declarant, each signature must have a separate attestation.
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5.	An Australian Diplomatic Officer within the meaning of the <i>Consular Fees Act 1955</i> of the Commonwealth.	Australian Diplomatic Officer
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9.	A pharmaceutical chemist within the meaning of the <i>Pharmacy Act 1964</i> .	Chemist
10.	A chiropractor within the meaning of the <i>Chiropractors Act 1964</i> .	Chiropractor
11.	A person registered as an auditor or a liquidator under the <i>Corporations Act 2001</i> of the Commonwealth.	Company auditor or liquidator
12.	A judge, master, magistrate, registrar or clerk, or the chief executive officer, of any court of the State or the Commonwealth.	Court officer
13.	A member of the Australian Defence Force who is — • an officer within the meaning of the <i>Defence Force Discipline Act 1982</i> • of the Commonwealth; • a non-commissioned officer within the meaning of that Act with 5 or more years of continuous service; or • a warrant officer within the meaning of that Act.	Defence force officer

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Special Council Meeting | Agenda | 16 September 2026

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16.	A member of the Institution of Engineers, Australia, other than at the grade of student.	Engineer
17.	The secretary of an organisation of employees or employers that is registered under one of the following Acts — <i>Industrial Relations Act 1979</i>, <i>Workplace Relations Act 1996</i> of the Commonwealth.	Industrial organisation secretary
18.	A member of the National Insurance Brokers Association of Australia (ACN 006 093 849).	Insurance broker
19.	A Justice of the Peace.	Justice of the Peace
20.	A legal practitioner within the meaning of the <i>Legal Practice Act 2003</i> .	Lawyer
21.	The chief executive officer or deputy chief executive officer of a local government.	Local government CEO or deputy CEO
22.	A member of the council of a local government within the meaning of the <i>Local Government Act 1995</i> .	Local government councillor
23.	A member of the Australasian Institute of Chartered Loss Adjusters (ACN 074 804 167).	Loss adjuster
24.	An authorised celebrant within the meaning of the <i>Marriage Act 1961</i> of the Commonwealth.	Marriage celebrant
25.	A member of either House of Parliament of the State or of the Commonwealth.	Member of Parliament
26.	A minister of religion registered under Part IV Division 1 of the <i>Marriage Act 1961</i> of the Commonwealth.	Minister of religion
27.	A nurse within the meaning of the <i>Nurses Act 1992</i> .	Nurse
28.	A registered optometrist within the meaning of the <i>Optometrists Act 1940</i> .	Optometrist
29.	A registered patent attorney under the <i>Patents Act 1990</i> of the Commonwealth.	Patent attorney
30.	A physiotherapist within the meaning of the <i>Physiotherapists Act 1950</i> .	Physiotherapist
31.	A podiatrist within the meaning of the <i>Podiatrists Registration Act 1984</i> .	Podiatrist
32.	A police officer.	Police officer
33.	The person in charge of an office established by, or conducted by an agent of, Australia Post within the meaning of the <i>Australian Postal Corporation Act 1989</i> of the Commonwealth.	Post office manager
34.	A registered psychologist within the meaning of the <i>Psychologists Registration Act 1976</i> .	Psychologist
35.	A public notary within the meaning of the <i>Public Notaries Act 1979</i> .	Public notary
36.	An officer of the Commonwealth public service.	Public servant (Commonwealth)
37.	A person who is employed under the <i>Public Sector Management Act 1994</i> Part 3.	Public servant (State)
38.	The holder of a licence under the <i>Real Estate and Business Agents Act 1978</i> .	Real estate agent
39.	The holder of a licence under the <i>Settlement Agents Act 1981</i> .	Settlement agent
40.	The Sheriff of Western Australia and any deputy sheriff appointed by the Sheriff of Western Australia.	Sheriff or deputy sheriff
41.	A licensed surveyor within the meaning of the <i>Licensed Surveyors Act 1909</i> .	Surveyor
42.	A person employed as a member of the teaching staff within the meaning of the <i>School Education Act 1999</i> or as a teacher of a non-government school within the meaning of that Act.	Teacher
43.	A member, registrar or clerk, or the chief executive officer, of any tribunal of the State or the Commonwealth.	Tribunal officer
44.	A registered veterinary surgeon within the meaning of the <i>Veterinary Surgeons Act 1960</i> .	Veterinary surgeon

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Annexure 4 – Approved Plans



Annexure 5 – City’s Technical Specifications and Maintenance Checklists

To be inserted and incorporated as part of this Licence from time to time by notice from the City to PCHF.

Annexure 6 – WAPC Approval



LEADING A
CONTEMPORARY
PLANNING SYSTEM

Our Ref: 08-50593-1 (for enquiries
please quote this number)

Enquiries: [REDACTED]

[REDACTED]
2 Abbotsford Street
West Leederville WA 6007

**Metropolitan Region Scheme (MRS)
NOTICE OF DETERMINATION
ON APPLICATION FOR DEVELOPMENT APPROVAL**

Application No: 08-50593-1

Planning and Development Act 2005

Applicant [REDACTED]
CLE Town Planning + Design
Owner : City of Nedlands

Location:
Lot: 501,502 Plan/Diagram: 410572
Volume/Folio LR3173/278,LR3173/279
Application Date: 18 March 2026

Description of proposed development: Metropolitan Region Scheme (MRS) - 61 Clement Street, Nedlands

The application for development is:

Approved subject to the following conditions.

Date of determination: 14 May 2026

The Western Australian Planning Commission has considered the application referred to and has resolved to approve subject to the following conditions:

Postal address: Locked Bag 2506 Perth WA Street address: 140 William Street Perth WA 6000
Tel: (08) 655 19000 Fax: (08) 655 19001 corporate@dpw.wa.gov.au www.planning.wa.gov.au
ABN 35 482 341 493

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CONDITIONS:

1. The development is to be carried out in accordance with the plan date stamped 18 March 2026 (attached) subject to any modifications as required by the conditions of approval.

(Western Australian Planning Commission)

2. This decision constitutes planning approval only and is valid for a period of two years from the date of approval. If the subject development is not substantially commenced within the specified period, the approval shall lapse and be of no further effect.

(Western Australian Planning Commission)

3. Prior to commencement of works, a stormwater management plan is to be submitted, approved and implemented to the specification of the City of Nedlands and the satisfaction of the Western Australian Planning Commission.

(Western Australian Planning Commission)

4. Prior to the commencement of works, a detailed landscape plan is to be submitted and approved to the specification of the City of Nedlands and the satisfaction of the Western Australian Planning Commission. Once approved, the detailed landscape plan is to be implemented in its entirety to the satisfaction of the Western Australian Planning Commission, on the advice of the City of Nedlands.

(Western Australian Planning Commission)

5. Prior to the completion of works, the recommendations of the Bushfire Management Assessment, prepared by JBS&G (Rev 0), shall be implemented in full to the specification of the City of Nedlands and the satisfaction of the Western Australian Planning Commission.

(Western Australian Planning Commission)

6. A Maintenance and Management Agreement between the City of Nedlands and the Child and Adolescent Health Service is to be prepared and finalised in relation to the ongoing maintenance of the Swanbourne Parkland to the satisfaction of the Western Australian Planning Commission, on the advice of the City of Nedlands.

(Western Australian Planning Commission)

ADVICE:

1. In regard to Condition 3, the stormwater management plan is to promote water sensitive urban design, including the use of swales.

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2. In regard to Condition 4:
 - a) The detailed landscape plan is to include:
 - i. appropriate irrigation details;
 - ii. appropriate lighting informed by the Lighting Strategy for the WA Children's Hospice;
 - iii. appropriate signage informed by the Signage Strategy for the WA Children's Hospice;
 - iv. A 7.0 metre by 5.0 metre trafficable vehicle manoeuvring area over the northern portion of the parkland, directly to the east of the proposed path and adjacent to the northern boundary and the hospice building;
 - v. priority for the use of endemic vegetation species and seasonable cycles; and
 - vi. Rainbow Bee-eater habitat, where possible.
 - b) The applicant is to liaise with the Coordinator Environmental Conservation team of the City of Nedlands to confirm vegetation species.

Notes

- If the development subject of this approval is not substantially commenced within a period of two years from the date of this letter, the approval shall lapse and be of no further effect.
- Where an approval has so lapsed, no development must be carried out without the further approval of the Western Australian Planning Commission having first been sought and obtained.
- You are advised of the need to consult with the local authority with regard to the gaining of all necessary approvals and the issuing of the requisite building licence.
- This decision is issued pursuant to the provisions of the Metropolitan Region Scheme (MRS) and has been made by the Commission after due consideration of the regional planning implications of the proposal. The development must also comply with the requirements of Council's Town Planning Scheme(s) and any determination in this regard must be made by Council. The Commission's decision, therefore, is made without prejudice to any others that may be separately required from Council.
- In keeping with Part 14 of the Planning and Development Act 2005, and clause 56 (2) of the Metropolitan Region Scheme, an affected person (applicant or landowner) may seek a review of the reviewable determination. Applications for review must be submitted to the State Administrative Tribunal in accordance with Part 14 of the Planning and Development Act 2005. It is recommended that you contact the State Administrative Tribunal for further details (telephone 9219 3111) or go to its website: <http://www.sat.justice.wa.gov.au>.
- In keeping with Section 252 of the Planning and Development Act 2005, where the responsible authority has refused the application; or granted it subject to any condition, an affected person (applicant or landowner) may seek a review of the reviewable determination. Applications for review must be submitted to the State Administrative Tribunal in accordance with Part 14 of the Planning and Development Act 2005. It is recommended that

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you contact the State Administrative Tribunal for further details (telephone 9219 3111) or go to its website: <http://www.sat.justice.wa.gov.au>.

Yours sincerely



Secretary

14 May 2026

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8 CONFIDENTIAL ITEMS

Nil



9 DECLARATION OF CLOSURE

There being no further business, the Presiding Member will declare the meeting closed.