

Ordinary Council Meeting Minutes

Venue	Council Chambers 75 Main Street, Meekatharra
-------	---

Date	Saturday 25 October 2025
------	--------------------------

Time	11:30am
------	---------

Disclaimer

Information contained in this document is subject to confirmation. Where required, meetings are recorded, and these recordings are provided on the official Shire website. Anyone who relies on information as presented or recorded does so at their own risk. Written verification of information contained in this document can be obtained by contacting the Chief Executive Officer. No responsibility whatsoever is implied, or accepted, by the Shire of Meekatharra for any act, omission, statement, or intimation which appears in this document or in any recordings.

Shire of Meekatharra

Ordinary Council Meeting

Please be advised an Ordinary Council Meeting will be held at 11:30 am Saturday 25 October 2025 in the Shire of Meekatharra Council Chambers, 75 Main Street, Meekatharra.



N Cain
Chief Executive Officer
20 October 2025

Contents

1	Declaration of opening.....	7
2	Attendance.....	7
2.1	Present.....	7
2.2	Apologies.....	8
2.3	Approved Leave of Absence.....	8
3	Applications for Leave of Absence	8
4	Interest Declarations by Members.....	8
5	Question time.....	8
5.1	Response to Previous Questions Taken on Notice	8
5.2	Public Question Time	8
6	Presiding Member Announcements.....	8
7	Petitions / Deputations / Presentations.....	9
7.1	Petitions	9
7.2	Deputations.....	9
7.3	Presentations	9
8	Confirmation of Minutes	10
8.1	Ordinary Council Meeting – Saturday 20 September 2025	10
8.2	Special Council Meeting – Friday 26 September 2025	10
9	Committee Minutes and Recommendations.....	11
10	Reports	11
10.1	Schedule of Payments – September 2025	12
10.2	Monthly Financial Report – September 2025.....	21
10.3	Mining Tenement Applications – October 2025.....	46
10.4	Contribution – Karalundi Aboriginal Education Community Interstate Travel Experience.....	90
10.5	Contribution Agreement – Murchison Regional Vermin Council.....	94
10.6	Lease – Lloyd’s Plaza Shop 2 Glass Jar Australia Limited.....	99
10.7	Road User Agreement Further Extension – Ashburton Downs-Meekatharra Road	187
10.8	Council Member Representation on External Groups and Positions	193
10.9	Contribution – Meekatharra Community Resource Centre 30 th Birthday	199

11	New Business of an Urgent Nature	202
12	Confidential Matters	202
13	Council Member Motions	202
13.1	Response to Previous Council Member Motions	202
13.2	Proposed Council Member Motions	202
14	Next Meeting	202
15	Closure of Meeting.....	202

1 Declaration of opening

The Chief Executive Officer declared the meeting open at 11.30am and called for nominations for the position of Shire President.

The Chief Executive Officer received one (1) nomination for the office of Shire President being for Cr H Nichols. Cr H Nichols accepted the nomination. There being no further nominations, the Chief Executive Officer declared Cr H Nichols elected unopposed as the Shire President for a term of two (2) years. Cr Nichols made a declaration in the prescribed form for the office of Shire President before the Shire Chief Executive Officer. Cr H Nichols assumed the chair and called for nominations for Deputy Shire President.

The Shire President received one (1) nomination for the office of Deputy Shire President being Cr M Smith. Cr M Smith accepted the nomination. There being no further nominations the Shire President declared Cr M Smith elected unopposed as the Deputy Shire President for a term of two (2) years. Cr M Smith made a declaration in the prescribed form for the office of Deputy Shire President before the Chief Executive Officer.

2 Attendance

2.1 Present

Council Members

H Nichols	Shire President
M Smith	Deputy Shire President
B Day	Councillor
W Ward	Councillor
R Anderson	Councillor
A Moses	Councillor

Employees

N Cain	Chief Executive Officer
A Giometti	Deputy Chief Executive Officer
P Chhunzom	Manager Community Services
F Anderson	Executive Assistant

Guests

Nil

Members of the Public

Nil

Members of the Media

Nil

2.2 Apologies

Nil

2.3 Approved Leave of Absence

M Hall

Councillor Elect

3 Applications for Leave of Absence

Nil

4 Interest Declarations by Members

Under section 5.67 of the Act, a member declaring an Impartiality, Proximity or Financial interest must disclose the nature of the interest in writing either prior to the meeting, or at the meeting immediately before the matter is discussed. The member is prohibited from participating in decisions on the matter in which they have the interest, unless the disclosing member is permitted to do so under Section 5.68 or Section 5.69 of the *Local Government Act 1995*.

There were no declarations made.

5 Question time

5.1 Response to Previous Questions Taken on Notice

Nil

5.2 Public Question Time

Nil

6 Presiding Member Announcements

Nil

7 Petitions / Deputations / Presentations

7.1 Petitions

Nil

7.2 Deputations

Nil

7.3 Presentations

Nil

8 Confirmation of Minutes

8.1 Ordinary Council Meeting – Saturday 20 September 2025

Recommendation

That the minutes from the Ordinary Council Meeting held on Saturday 20 September 2025 be confirmed.

Resolution	25/070
Moved	Cr Ward
Seconded	Cr Smith

That the minutes from the Ordinary Council Meeting held on Saturday 20 September 2025 be confirmed.

Vote Outcome	Carried 6/0
For	H Nichols, M Smith, W Ward, B Day, R Anderson, A Moses
Against	-
Variation Reason	-

8.2 Special Council Meeting – Friday 26 September 2025

Recommendation

That the minutes from the Special Council Meeting held on Friday 26 September 2025 be confirmed.

Resolution	25/071
Moved	Cr Smith
Seconded	Cr Ward

That the minutes from the Special Council Meeting held on Friday 26 September 2025 be confirmed.

Vote Outcome	Carried 6/0
For	H Nichols, M Smith, W Ward, B Day, R Anderson, A Moses
Against	-
Variation Reason	-

9 Committee Minutes and Recommendations

Nil

10 Reports

As follows -

10.1 Schedule of Payments – September 2025

File Reference	FM.RP.001
Author	D Christie, Finance Officer
Author's Interest	Nil
Authoriser	A Giometti, Deputy Chief Executive Officer
Authoriser's Interest	Nil
Applicant / Respondent	Nil
Report Date	21 October 2025

Summary

Council is required to consider a Schedule of Payments which is to be produced each month and is to contain relevant information regarding outgoing monies.

The purpose of this Report is to present the relevant information.

Council is requested to accept the Schedule of Payments, as presented.

Attachments

10.1.1 Schedule of Payments – September 2025

Background

The *Local Government (Financial Management) Regulations 1996* requires Shire officers, monthly and within a prescribed timeframe, to prepare a schedule of payments made from the Municipal Fund and the Trust Fund and present this to Council for confirmation.

Additionally, where credit, debit, or other purchasing cards are used, details regarding their use are also to be reported each month.

Each instance of outgoing monies is to be reported and include the –

- Payee,
- Payment amount,
- Date, and
- Sufficient information to identify the transaction.

Comment

Shire officers have prepared the Monthly Schedule of Payments, in accordance with legislative requirements.

Following is a summary of the payments incurred in the month under review –

Payments from Accounts

- | | |
|---------------------|----------------|
| • Municipal Account | \$1,004,562.04 |
| • Trust Account | \$0.00 |

<u>Total Payments from Accounts</u>	<u>\$1,004,562.04</u>
-------------------------------------	-----------------------

Payments Using Purchasing Cards

- | | |
|----------------|------------|
| • Credit Cards | \$1,336.41 |
| • Fuel Cards | \$2,993.28 |

<u>Total Payments Using Purchasing Cards</u>	<u>\$4,329.69</u>
--	-------------------

The Monthly Schedule of Payments is attached.

Consultation

Chief Executive Officer
Senior Management
Shire Officers

Statutory Implications

Local Government (Financial Management) Regulations 1996

Regulation 13 Payments from municipal fund or trust fund by Chief Executive Officer, Chief Executive Officer's duties as to etc.

Where the Chief Executive Officer has been delegated the exercise of power to make payments from the Municipal Fund or the Trust Fund, a list of accounts authorised for payment by the Chief Executive Officer is to be presented each month to Council.

Local Government (Financial Management) Regulation 1996

Regulation 13A Payments by employees via purchasing cards

If a local government has credit, debit, or credit card/s, a list of payments made using the card/s is to be presented each month to Council.

Policy Implications

Shire of Meekatharra Policy Manual 2023

04.02 Purchasing and Procurement

Shire officers will undertake purchasing activities which align with strategic and operational objectives, meet value for money objectives, and meet defined thresholds, quotation requirements, and practices.

Financial Implications

Payments included in the Schedule have been undertaken in accordance with appropriate processes and the Annual Budget.

Risk Implications

Risk is managed using financial controls and the regular internal review of the information contained within each payment.

Strategic Implications

Strategic Community Plan 2020 – 2030

Governance – Manage resources effectively

Ensure governance and legislative requirements are met.

Voting Requirements

Simple Majority

Recommendation

That Council, pursuant to Regulation 13 and Regulation 13A of the *Local Government (Financial Management) Regulations 1996*, confirms the Schedule of Payments, as attached, for September 2025.

Resolution	25/072
Moved	Cr Day
Seconded	Cr Smith

That Council, pursuant to Regulation 13 and Regulation 13A of the *Local Government (Financial Management) Regulations 1996*, confirms the Schedule of Payments, as attached, for September 2025.

Vote Outcome	Carried 6/0
For	H Nichols, M Smith, W Ward, B Day, R Anderson, A Moses
Against	-
Variation Reason	-

List of Accounts Due & Submitted to Committee

Chq/EFT	Date	Name	Description	Municipal
EFT23750	01/09/2025	Water Corporation	Shire Properties Water Invoices 11/6/25 -	\$9,862.25
EFT23751	01/09/2025	Water Corporation	Shire Properties Water Invoices 10/6/25 -	\$9,051.07
EFT23752	02/09/2025	Accwest Pty Ltd	Assistance in The Preparation of June 25 Financial Report	\$2,002.00
EFT23753	02/09/2025	Bunnings Group Limited	7 x 27L Storage Boxes and 2 x 38L Storage Boxes	\$103.01
EFT23754	02/09/2025	Canine Control	Ranger Services for 20 & 21 August 25	\$4,637.33
EFT23755	02/09/2025	Cemeteries & Crematoria Association	Ordinary Membership Renewal 2025/26	\$130.00
EFT23756	02/09/2025	Child Support Agency	Payroll deductions	\$130.00
EFT23757	02/09/2025	Elite Electrical Contracting	101 Hill St Remove old Rangehood and Replace with New Euro Slide Out	\$1,320.46
EFT23758	02/09/2025	Lo-Go Appointments	Contracting Services for D Lovett Week Ending	\$1,718.82
EFT23759	02/09/2025	Local Government Professionals Australia	25/26 Full Membership Dues A Giometti	\$560.00
EFT23760	02/09/2025	Mark Smith Pty Ltd	Pump Out Overflowing Dump Point on 22/8/25	\$6,174.05
EFT23761	02/09/2025	Norris & Hyde Pty Ltd	Cloud Hosting 3CX PBX 1/8/25 - 31/8/25	\$79.95
EFT23762	02/09/2025	Northampton Grader Hire	Maintenance Grading Yuno Downs Rd 102 Hours	\$43,956.00
EFT23763	02/09/2025	OZZ Resources Limited - Galignite Resources Pty Ltd	Rates refund for assessment A8203 P51/3025 Nannine Gold Field Meekatharra	\$383.13
EFT23764	02/09/2025	Perfect Computer Solutions Pty Ltd (PCS)	IT Assistance in The Month of August 25	\$552.50
EFT23765	02/09/2025	Pest A Kill WA	Ant Treatment to Airport Residence	\$275.00
EFT23766	02/09/2025	RMH Mechanical Pty Ltd	P659 Toyota Prado Filter Kit P663 Filter Kit & P653 Shockey and Spring Kit	\$3,502.01
EFT23767	02/09/2025	Refuel Australia (Geraldton Fuel)	40 x 15L Adblue Drums for P521& P522 Mack Prime Movers and P659 & P663 Toyota Prados	\$1,924.21
EFT23768	02/09/2025	Shire of Meekatharra	Payroll deductions	\$75.00
EFT23769	02/09/2025	Toll Transport Pty Ltd (Team Global Express)	Freight for Bucket P638 Mini Excavator from	\$196.49
EFT23770	02/09/2025	WINC Australia Pty Ltd (Staples)	Printing and Copying Charges for Office Printer x 2 and Youth Centre Printer 21/7/25 - 18/8/25	\$205.59
EFT23771	02/09/2025	Western Tyre Force	P508 Colorado 4 x Triangle 265/60R18 TR259	\$550.00
EFT23772	02/09/2025	Shona Kelly	Rates refund for assessment A4308 52 McCleary St Meekatharra	\$550.00
EFT23773	09/09/2025	Australasian Cemeteries & Crematoria Association	Renewal of 25/26 ACCA Full Membership Subscription	\$623.00
EFT23774	09/09/2025	Civil Sciences and Engineering	Survey and Design of Floodway's Technical Specification Deverall Creek, Cunjuna Creek, Turner Creek and Gascoyne River	\$20,485.30
EFT23775	09/09/2025	Cloutz Event Hire	Final Payment for Entertainment Festival Weekend 26&27 September 25	\$45,077.13
EFT23776	09/09/2025	Department of Fire & Emergency Services (DFES)	2025/26 ESL Quarter 1 in Accordance with The Department of Fire and Emergency Services WA Option B	\$28,243.20
EFT23777	09/09/2025	Dyanamic Sublimation WA	Staff Uniforms Pema & Andrea	\$2,314.40
EFT23778	09/09/2025	Elite Electrical Contracting	101 Hill St Replaced Faulty Smoke Alarm	\$228.07
EFT23779	09/09/2025	GFG Temp Assist	Temp Finance Coordinator J Bundela Period 18/8/25 - 31/8/25 37 Hours	\$5,238.75
EFT23780	09/09/2025	Melville Toyota	Transport Costs for P663 Toyota Prado and P654 Toyota Hilux from Perth to Meekatharra	\$3,636.40
EFT23781	09/09/2025	Paywise Pty Ltd	Novated Lease Charge for 1IBM773 D Christie	\$545.12
EFT23782	09/09/2025	Southern Cross Broadband	Southern Cross Broadband Internet Charges for	\$2,185.00
EFT23783	09/09/2025	Talis Consultants	Project TC24032 Meekatharra Landor Road Consultant Services to 31/7/25	\$30,250.00
EFT23784	09/09/2025	Wynne Mandy (Sole Trader)	General Accounting & Support Lodge July BAS, Reserve Transfers & Budget Unload and Load, Prepare Templates for 25/26 Templates and	\$4,222.35
EFT23785	09/09/2025	Australia Post	Australia Post Charges for August 25	\$1,197.84
EFT23786	09/09/2025	Broadcast Australia (BAI Communications)	Power Recovery 6FMS and 6SAT	\$328.65

Ordinary Council Meeting - Minutes - 25 October 2025

Chq/EFT	Date	Name	Description	Municipal
EFT23787	09/09/2025	Hersey's Safety Pty Ltd	Various Supplies for Road Crew Camp and	\$3,147.69
EFT23788	09/09/2025	Hopkins Aus Pty Ltd T/A J&K Hopkins	Furniture for Office Refurbishment	\$9,388.01
EFT23789	09/09/2025	Lo-Go Appointments	Contracting Services D Lovett Week Ending 23/8/25 Records Migration Officer	\$3,437.64
EFT23790	09/09/2025	MITCHELL & BROWN	1 x 98 Samsung Crystal Smart TV & Wall Mount + Delivery for Council Chambers"	\$4,040.00
EFT23791	09/09/2025	Market Creations Agency Pty Ltd	Phase 2 Website - Council Connect Refresh	\$17,858.50
EFT23792	09/09/2025	Meekatharra GP Clinic (PSM Country Health Pty Ltd)	PEM Kyrisha Curley Youth Centre	\$218.02
EFT23793	09/09/2025	Monarch 360 Pty Ltd	Monarch Training for Staff Records Management	\$8,283.00
EFT23794	09/09/2025	Norwest Minerals Limited	Rates refund for assessment A8786 E52/4164 Mining Tenement Meekatharra	\$884.68
EFT23795	09/09/2025	RMH Mechanical Pty Ltd	P635 Cat Loader Glass Door and Seal	\$2,404.03
EFT23797	09/09/2025	Shire of East Pilbara	Monthly Fee for Shared Service Agreement Provision of Environmental Health, Building and Town Planning for the Month of August 25	\$4,583.33
EFT23798	09/09/2025	Southern Rangelands Pastoral Alliance	Annual Financial Assistance for Southern Rangelands Pastoral Alliance Payment 4 of 5 as Per Item 9.3.1 Council Meeting Dated 17/12/21	\$22,000.00
EFT23799	09/09/2025	State Library of WA	Better Beginnings Packs 25/26	\$66.00
EFT23800	09/09/2025	Toll Transport Pty Ltd (Team Global Express)	Freight Charges P508 Colorado Tyres, P630 John Deere Tractor and Office Furniture	\$542.53
EFT23801	09/09/2025	Truckline Wholesale Specialists	1 x Fuel Cap FXR77 P452 Nissan Prime Mover	\$149.37
EFT23802	10/09/2025	Neville Raymond Sawtell	Rates refund for assessment A320 64 Queen Road Meekatharra	\$750.00
EFT23803	15/09/2025	Jidi Jidi Aboriginal Corporation	Survey - Shire of Meekatharra, Access Check - 3 X JJAC Participants and Vehicle -Admin Fee 15%	\$3,364.90
EFT23804	17/09/2025	Child Support Agency	Payroll deductions	\$206.97
EFT23805	17/09/2025	Custom Brands Pty Ltd	Hi Vis Vests for Festival Weekend Staff and Volunteers September 25	\$1,888.58
EFT23807	17/09/2025	Shire of Meekatharra	Payroll deductions	\$75.00
EFT23808	18/09/2025	Antonio Giometti	Reimbursement for 9L Watering Can	\$19.99
EFT23809	18/09/2025	Australia's Golden Outback	25/26 AGO Gold Annual Membership	\$350.00
EFT23810	18/09/2025	BOC Gases	Container Holdings Oxygen, Acetylene and Argoshield Size G - 29/7/25 - 28/8/25	\$53.36
EFT23811	18/09/2025	Elite Electrical Contracting	Airport Electrical Repairs Following Electrical	\$20,227.98
EFT23812	18/09/2025	Great Northern Rural Services (CRT)	Complete Replacement Unit Silv Boomless Nozzle Kit P630 John Deere Tractor	\$629.99
EFT23813	18/09/2025	IGA Meekatharra	Various Items for Road Crew Camp Bulk Shop	\$2,967.22
EFT23814	18/09/2025	Northampton Grader Hire	Maintenance Grading Nannie Gabanitha Road 48	\$15,059.00
EFT23815	18/09/2025	Old MacDonalds Travelling Farms	Old MacDonalds Travelling Farm for Festival Weekend September 25	\$2,800.00
EFT23816	18/09/2025	RMH Mechanical Pty Ltd	Various Repairs to P638 Mini Excavator, P542 Trailer, P653 Hilux, P480 Mack Superliner, P502 Trailer, P605 Everest, P425 Ranger, P663 Prado, P508 Colorado, P647 Hilux, P648 Hilux, P635 Cat	\$8,136.60
EFT23817	18/09/2025	Telstra Limited	Telstra Landline and Mobile Charges August 25	\$1,056.15
EFT23818	18/09/2025	The Luscombe Syndicate	Food Order for Road Crew Camp	\$975.04
EFT23819	18/09/2025	Western Communications	Youth Centre Installation of New CCTV Camera to North Side of Shed Covering Exit Door - Hikvision 6MP Colour Vu 3.0 Outdoor Turret	\$1,536.92
EFT23820	18/09/2025	Yulella Aboriginal Corporation	Cleaning Units 1&2 109 Hill St	\$435.60
EFT23821	19/09/2025	Afgri Equipment	P609 John Deere Tractor V Belt	\$395.48
EFT23822	19/09/2025	Antonio Giometti	Reimbursement for Items Purchased for 101 Hill St, Youth Centre and 3/8 Regan St	\$637.20
EFT23823	19/09/2025	BOC Gases	Container Holdings Acetylene, Oxygen and Argoshield Size G at 28/7/25	\$198.77

Ordinary Council Meeting - Minutes - 25 October 2025

Chq/EFT	Date	Name	Description	Municipal
EFT23824	19/09/2025	Batavia Furniture & Bedding (Comfort Style)	Furniture for 3/16 Regan St and Consultants	\$3,120.00
EFT23825	19/09/2025	Bobbi Lockyer Pty Ltd	Meet and Greet Workshop - Mural Quote Inclusive of Design Fee not Paint	\$11,000.00
EFT23826	19/09/2025	Breeze Connect Pty Ltd	Subscription Charges for Trunk ID 62205 1/8/25 -	\$117.50
EFT23827	19/09/2025	Brendan Hall Carpentry Pty Ltd	3/16 Regan St - Remove Existing Floor Coverings SAI Vinyl Plank to Bedrooms Lounge Passage	\$12,309.00
EFT23828	19/09/2025	Canine Control	Ranger Services for 1,2 & 3 September 25	\$4,637.33
EFT23829	19/09/2025	Chefmaster Australia	240Ltr Chefmaster White/Purple 1480x600 Bin	\$1,943.55
EFT23830	19/09/2025	Commercial Hotel	Meals and Refreshments 11/8 - 16/8 - 19/825	\$1,270.00
EFT23831	19/09/2025	Contract Property Services	Town Maintenance Contract 1/9/25 - 30/9/25	\$15,102.97
EFT23832	19/09/2025	Corsign WA Pty Ltd	Shire Logo Vehicle Decal for P654 Toyota Hilux	\$198.00
EFT23833	19/09/2025	Department of Human Services - Services Australia (Centrepay)	Centrepay Deductions 1/7/25 - 31/7/25 - 31 Deductions	\$62.37
EFT23834	19/09/2025	Elite Electrical Contracting	Renovation Works at Reception Area at Admin	\$3,438.56
EFT23835	19/09/2025	Fujifilm Business Innovation Australia Pty Ltd	Printing and Copying Charges for 1/8/25 - 12/8/25 Admin Printer and 1/8/25 - 31/8/25	\$179.93
EFT23836	19/09/2025	GFG Temp Assist	Temporary Contract Finance Coordinator J Bundela - 1/9/25 - 14/9/25	\$13,296.25
EFT23837	19/09/2025	Hopkins Aus Pty Ltd T/A J&K Hopkins	Office Furniture for Admin Office Refurbishment	\$5,156.02
EFT23838	19/09/2025	LGISWA	Employee Assistance Program Services for 1/7/25 - 31/12/25	\$2,454.10
EFT23839	19/09/2025	Lo-Go Appointments	Contracting Services for David Lovett Week Ending 6/9/25	\$1,718.82
EFT23840	19/09/2025	Malya Mayu	Master of Ceremony for Spirit of Meekatharra Festival 27/9/25 - 12pm to 10pm	\$1,500.00
EFT23841	19/09/2025	Meekatharra GP Clinic (PSM Country Health Pty Ltd)	PEM for Kevin Ochiel Youth Centre Recruitment	\$218.02
EFT23842	19/09/2025	Moore Australia WA Pty Ltd	Professional Services Provided in Relation to The Integrated Strategic Planning Services - Progressive Billing to 31/8/25	\$3,850.00
EFT23843	19/09/2025	Neuk Port Ad-Hair	Monthly Management Fee for Meekatharra Aerodrome for September 25	\$24,468.60
EFT23844	19/09/2025	Norris & Hyde Pty Ltd	Cloud Hosting for 3CX-PBX 1/9/25 - 30/9/25	\$79.95
EFT23845	19/09/2025	Paywise Pty Ltd	Novated Lease Charge for 1IBM733 - D Christie	\$545.12
EFT23846	19/09/2025	Perfect Computer Solutions Pty Ltd (PCS)	Annual Support and Provision in Months of August and September 25	\$892.50
EFT23847	19/09/2025	RMH Mechanical Pty Ltd	2 x Amaron Batteries for Complex BBQ - P503 Genset Event Trailer Jump Start Gen and Run and Check in Working Order for Festival Weekend	\$860.75
EFT23848	19/09/2025	Refuel Australia (Geraldton Fuel)	Delivery of 15,000Ltrs Diesel to Works Depot	\$25,996.50
EFT23849	19/09/2025	Rosie O Entertainment	Supply of Glitter Tattoo Artist and Balloon Twisting Artist Festival Weekend	\$3,300.00
EFT23850	19/09/2025	Shire of Three Springs	Reimburse Long Service Leave Entitlement Krys East 5.53 Weeks	\$15,640.03
EFT23851	19/09/2025	Skippers Aviation Pty Ltd	Return Flight for J Bundela 17/9/25 - 22/9/25	\$761.00
EFT23852	19/09/2025	Starr Special Events Australia	Balance of Payment Due Adam Brand Performing on 27/9/25	\$36,575.00
EFT23853	19/09/2025	Steven Tweedie	Review SOM Website for Compliance With Statutory Requirements	\$550.00
EFT23854	19/09/2025	Toll Transport Pty Ltd (Team Global Express)	Freight Charges for P630 Parts and Office	\$746.17
EFT23855	19/09/2025	WINC Australia Pty Ltd (Staples)	Galaxy E500 Electric Binding Machine for Admin	\$3,091.95
EFT23856	19/09/2025	We Do Print Pty Ltd	Printing of July/August Newsletter	\$644.00
EFT23857	19/09/2025	Western Independent Foods	Freight Charges for Washing Machine Collected from Harvey Norman and TV from Mitchell & Brown Delivered to Meekatharra	\$308.00
EFT23858	19/09/2025	Western Tyre Force	5 x BF Goodrich LT265/65R18 117/114S K03 Tyres for P658 Toyota Landcruiser	\$2,255.00

Ordinary Council Meeting - Minutes - 25 October 2025

Chq/EFT	Date	Name	Description	Municipal
EFT23859	19/09/2025	Yulella Aboriginal Corporation	Reimbursement of Bond for Darts Competition Held at Shire Hall 21/2/25 - 24/2/25	\$965.00
EFT23860	24/09/2025	Melville Toyota	New Vehicle Toyota Prado 2.8L Dsl Wagon GXL Engine # 1GD9595954 - Vin #	\$224,911.78
EFT23861	25/09/2025	Afgri Equipment	Nut and Screws for John Deere Mower P609	\$12.36
EFT23862	25/09/2025	Airways Engineering Service	Airport Weather Broadcasting Equipment	\$9,399.00
EFT23863	25/09/2025	Ampac Debt Recovery WA Pty Ltd	Debt Recovery Fees M234 A Dickens	\$434.50
EFT23864	25/09/2025	Barkley Day	Member Fees and Expenses for OCM 20/9/25 +	\$1,128.36
EFT23865	25/09/2025	Bobbi Lockyer Pty Ltd	Remaining 50% Deposit for Festival Weekend School Workshops	\$5,500.00
EFT23866	25/09/2025	Canine Control	Ranger Services for 17 & 18 September 25	\$4,637.33
EFT23867	25/09/2025	Child Support Agency	Payroll deductions	\$206.97
EFT23868	25/09/2025	Commercial Hotel	Accommodation for B Day 19/9/25 OCM 20/9/25	\$180.00
EFT23869	25/09/2025	Flag Motor Lodge	Accommodation for A Humphries 20/9/25 - 21/9/25 + Meal	\$223.00
EFT23870	25/09/2025	Fulton Hogan Industries Pty Ltd	30 x 20kg Buckets of EzStreet Cold Mix Bitumen	\$1,936.00
EFT23871	25/09/2025	Geraldton Mower & Repair Specialists	1/4 0.43 Mover Chain 64DL	\$230.40
EFT23872	25/09/2025	Geraldton Party Hire	Hire of Equipment for Festival Weekend Marquee, Hot Box with Gas Bottle Cleaning Fee, Loading & Labour, Travel, Meal Allowance	\$16,280.00
EFT23873	25/09/2025	Harvey James Nichols	Member Fees and Expenses for OCM 20/9/25	\$550.00
EFT23874	25/09/2025	Hi-Lite Security & Dog Control	Security for The Spirit of Meekatharra Festival September 25	\$15,611.20
EFT23875	25/09/2025	Judith Christine Holden	Member Fees and Expenses for OCM 20/9/25	\$465.00
EFT23876	25/09/2025	Lo-Go Appointments	Contracting Services D Lovett Week Ending 13/9/25 Migration Records Officer	\$1,718.82
EFT23877	25/09/2025	Mark Smith	Member Fees and Expenses for OCM 20/9/24	\$465.00
EFT23878	25/09/2025	Mark Smith Pty Ltd	Road Crew Camp Investigate and Repair Hot Water Problems P641 & P642 Accommodation	\$3,950.76
EFT23879	25/09/2025	Narryer Minerals Pty Ltd	Rates refund for assessment A8524 E52/3875 Mining Tenement Meekatharra	\$4,309.74
EFT23880	25/09/2025	Officeworks Business Direct	1 x DD Acer No 44.5 Curved Monitor	\$1,191.30
EFT23881	25/09/2025	PCC Productions Pty Ltd	Audio & Visual Equipment Hire for Festival Weekend September 25	\$44,000.00
EFT23882	25/09/2025	RMH Mechanical Pty Ltd	Repairs and Replacement Parts to P542 Trailer - P480 Mack Superliner - P660 Hino Road Sweeper - P521 Mack Prime Mover	\$3,044.25
EFT23883	25/09/2025	Sage Tourism Solutions	Shire Contribution To Gascoyne Murchison Outback Pathways	\$7,383.75
EFT23884	25/09/2025	Shire of Meekatharra	Payroll deductions	\$75.00
EFT23885	25/09/2025	Southern Cross Broadband	Southern Cross Broadband Internet Charges for October 25	\$2,185.00
EFT23886	25/09/2025	Toll Transport Pty Ltd (Team Global Express)	Freight Charges for J&K Hopkins - Chefmaster - Western Tyre Force and Truck Centre	\$2,413.47
EFT23887	25/09/2025	Wesley John Vincent Ward	Member Fees and Expenses for OCM 20/9/25	\$465.00
EFT23888	25/09/2025	Yulella Vision	14 x Pairs of Heavy Duty Gloves for Staff and Volunteers for Festival Weekend	\$70.00
EFT23889	25/09/2025	Zircon International Pty Ltd	Rates refund for assessment A8490 E52/3882 Mining Tenement Meekatharra	\$267.52
25917	24/09/2025	Yvonne Bowles	Rate Refund for Incorrect Rates Charged	\$2,500.00
DD15688.1	02/09/2025	Horizon Power	Shire Properties Electricity 17/6/25 - 14/8/25	\$23,385.67
DD15690.1	02/09/2025	Horizon Power	42 Main St 17/6/25 - 14/8/25	\$121.54
DD15709.1	10/09/2025	Aware Super (Accumulation)	Payroll deductions	\$7,086.22
DD15709.2	10/09/2025	HUB24 Super Fund	Superannuation contributions	\$573.32
DD15709.3	10/09/2025	AMP Superleader Super Directions Fund	Superannuation contributions	\$780.48
DD15709.4	10/09/2025	Australian Super	Superannuation contributions	\$4,931.72
DD15709.5	10/09/2025	Retail Employees Superannuation Trust	Superannuation contributions	\$856.94

Chq/EFT	Date	Name	Description	Municipal
DD15709.6	10/09/2025	Plum Super	Superannuation contributions	\$397.65
DD15709.7	10/09/2025	Hostplus	Superannuation contributions	\$590.96
DD15709.8	10/09/2025	Australian Retirement Trust	Superannuation contributions	\$293.04
DD15709.9	10/09/2025	Australian Ethical Super	Superannuation contributions	\$182.70
DD15719.1	18/09/2025	Horizon Power	Electricity Charges 270 x Streetlights & Airport	\$9,265.30
DD15722.1	21/09/2025	BP Oil (Air BP)	Avgas Sale in August 2025	\$9,885.38
DD15724.1	23/09/2025	Horizon Power	Lot 38127 Landor Meekatharra Road 5/7/25 -	\$3,722.01
DD15731.1	24/09/2025	Aware Super (Accumulation)	Payroll deductions	\$6,969.79
DD15731.2	24/09/2025	HUB24 Super Fund	Superannuation contributions	\$573.32
DD15731.3	24/09/2025	AMP Superleader Super Directions Fund	Superannuation contributions	\$780.48
DD15731.4	24/09/2025	Australian Super	Superannuation contributions	\$4,685.68
DD15731.5	24/09/2025	Retail Employees Superannuation Trust	Superannuation contributions	\$858.22
DD15731.6	24/09/2025	Plum Super	Superannuation contributions	\$425.10
DD15731.7	24/09/2025	Hostplus	Superannuation contributions	\$858.34
DD15731.8	24/09/2025	Australian Retirement Trust	Superannuation contributions	\$293.04
DD15731.9	24/09/2025	Australian Ethical Super	Superannuation contributions	\$229.68
DD15736.1	24/09/2025	Netstar Australia	P608 Bore Boss Satellite Fee Per 6 Monthly	\$137.28
DD15739.2	29/09/2025	Skippers Aviation Pty Ltd	Payment for Cancellation of Flight A Ritchie Credited to the Shire Alita Drove New Vehicle to Meekatharra Reversed Should Have Been On CC	-\$53.05
DD15759.1	10/09/2025	Australian Super	Superannuation contributions	\$349.35
DD15759.2	24/09/2025	Australian Super	Payroll deductions	\$102.75
			Total Municipal Including Air BP	\$1,004,562.04
Credit Card	Date	Virtual Credit Card - Supplier	Description	Amount
Direct Debit	30/08/2025	Facebook	Advertising for Spirit of Meekatharra Festival	\$5.15
Direct Debit	31/08/2025	Facebook	Advertising for Spirit of Meekatharra Festival	\$6.18
Direct Debit	01/09/2025	Starlink Internet Services	Internet Services Road Crew 1/9/25 - 1/10/25	\$195.00
Direct Debit	01/09/2025	Facebook	Advertising for Spirit of Meekatharra Festival	\$7.21
Direct Debit	02/09/2025	Facebook	Advertising for Spirit of Meekatharra Festival	\$8.24
Direct Debit	04/09/2025	Facebook	Advertising for Spirit of Meekatharra Festival	\$9.27
Direct Debit	06/09/2025	Facebook	Advertising for Spirit of Meekatharra Festival	\$11.33
Direct Debit	08/09/2025	Facebook	Advertising for Spirit of Meekatharra Festival	\$13.39
Direct Debit	09/09/2025	Starlink Internet Services	Internet Services WSM - RRS - RC 9/9/25 - 9/10/25	\$355.00
Direct Debit	10/09/2025	Facebook	Advertising for Spirit of Meekatharra Festival	\$15.45
Direct Debit	12/09/2025	Department of Transport	Registration Renewal of P664 MK5162 SES Vehicle	\$71.45
Direct Debit	13/09/2025	Facebook	Advertising for Spirit of Meekatharra Festival	\$17.51
Direct Debit	15/09/2025	Starlink Internet Services	Internet Services Camp Grader 14/9/25 - 14/10/25	\$195.00
Direct Debit	16/09/2025	Facebook	Advertising for Spirit of Meekatharra Festival	\$19.57
Direct Debit	17/09/2025	Starlink Internet Services	Internet Services Airport 17/9/25 - 17/10/25	\$108.00

Chq/EFT	Date	Name	Description	Municipal
Direct Debit	17/09/2025	Starlink Internet Services	Internet Services Admin 17/9/25 - 17/10/25	\$108.00
Direct Debit	17/09/2025	Starlink Internet Services	Internet Services Depot 17/9/25 - 17/10/25	\$108.00
Direct Debit	20/09/2025	Facebook	Advertising for Spirit of Meekatharra Festival	\$21.63
Direct Debit	21/09/2025	Facebook	Advertising for Spirit of Meekatharra Festival	\$6.18
Direct Debit	26/09/2025	Skippers Aviation	Cancellation Fee A Ritchie - Flight Credited to Shire	\$53.05
			Total Credit Card	<u>\$1,334.61</u>

P658	CEO	7071 3400 6134 0542	Description	Amount
	09/07/2025	Ampol Swagman	71.30 Ltrs Diesel	\$138.18
	10/07/2025	Muchea Unmanned	83.73 Ltrs Diesel	\$148.03
	11/07/2025	Ampol Cue	71.38 Ltrs Diesel	\$139.05
	28/07/2025	Ampol Swagman	77.65 Ltrs Diesel	\$152.82
				<u>\$578.08</u>
P645	CSM	7071 3400 8840 7456	Description	Amount
	12/07/2025	Independent Meekatharra	43.27 Ltrs ULP	\$99.05
				<u>\$99.05</u>
P659	DCEO	7071 3400 9239 7651	Description	Amount
	15/07/2025	EG Ampol Geraldton	85.21 Ltrs Premium Diesel	\$153.29
	31/07/2025		Annual Card Fee	\$36.30
				<u>\$189.59</u>
P508	YO	7071 3400 9713 0255	Description	Amount
	02/07/2025	Meekatharra OPT	111.48 Ltrs Diesel	\$210.25
				<u>\$210.25</u>
P538	Depot Spare	7071 3400 9950 8573	Description	Amount
	11/07/2025	Ampol Geraldton	254.12 Ltrs Diesel - Prime Mover	\$454.37
	11/07/2025	Ampol Geraldton	29.07 Ltrs AdBlue	\$61.05
P653	27/07/2025	Ampol Byford	57.50 Ltrs Premium Diesel - A Humphries	\$99.99
				<u>\$615.41</u>
P527	WSM	7071 3400 5489 9785	Description	Amount
	01/08/2025	EG Ampol Geraldton	85.21 Ltrs Premium Diesel	\$155.00
P426/P493	12/08/2025	Ampol Swagman	45.78 Ltrs Diesel - Vehicles to Smith Broughton	\$89.18
P647	13/08/2025	Ampol Swagman	39.12 Ltrs Diesel - New Vehicle	\$76.20
P648	13/08/2025	Ampol Swagman	39.12 Ltrs Diesel - New Vehicle	\$76.21
P647	13/08/2025	Ampol Dalwallinu	49.73 Ltrs Diesel	\$49.73
P648	13/08/2025	Ampol Dalwallinu	49.73 Ltrs Diesel	\$49.73
				<u>\$496.05</u>
P659	DCEO	7071 3400 9239 7651	Description	Amount
	09/08/2025	EG Ampol Geraldton	90.87 Ltrs Premium Diesel	\$167.11
	15/08/2025	EG Ampol Geraldton	87.09 Ltrs Premium Diesel	\$160.16
	30/08/2025	EG Ampol Geraldton	55.19 Ltrs Diesel	\$101.49
	30/08/2025	Ampol Cue	80.29 Ltrs Diesel	\$160.42
	31/08/2025		Card Fee	\$36.30
				<u>\$625.48</u>
P653	A Humphries	7071 3400 9950 8573	Description	Amount
	08/08/2025	Ampol North Dandelup	93.47 Ltrs Diesel	\$179.37
				<u>\$179.37</u>

Payments from Muni	\$1,004,562.04
Credit Card Purchases totalling	\$1,336.41
Fuel Card Purchases totalling	\$2,993.28
And was submitted to each member of Council on Saturday 25 October 2025	

10.2 Monthly Financial Report – September 2025

File Reference	FM.RP.001
Author	A Giometti, Deputy Chief Executive Officer
Author's Interest	Nil
Authoriser	A Giometti, Deputy Chief Executive Officer
Authoriser's Interest	Nil
Applicant / Respondent	Nil
Report Date	20 October 2025

Summary

Council is required to consider a Statement of Financial Activity which is to be produced each month and is to contain relevant information regarding the financial position and activity of the Shire.

The purpose of this Report is to present the relevant monthly information.

Council is requested to confirm the Monthly Financial Report, containing the Statement of Financial Activity, as presented.

Attachments

10.2.1 Monthly Financial Report – September 2025, to be provided under separate cover

Background

Legislation requires Shire officers to prepare financial reports covering prescribed information and present these to Council, where practicable, monthly.

Comment

Shire officers, in conjunction with local government finance and accounting consultants, have prepared the Statement of Financial activity, along with other prescribed information, in accordance with Australian Accounting Standards and legislative requirements.

Consultation

Chief Executive Officer

Senior Management

Shire Officers

Local Government Finance and Accounting Consultants

Statutory Implications

Local Government Act 1995

Section 6.4 (Financial report)

Local governments are required to prepare and present financial reports, on an annual basis and at any other time, and in any other format, as prescribed.

Local Government (Financial Management) Regulations 1996

Regulation 34 (Financial activity statement required each month (Act s. 6.4))

Shire officers are to prepare each month a statement of financial activity reporting on the revenue and expenditure as set out in the annual budget.

Each statement of financial activity is to be accompanied by information explaining the composition of net assets less committed and restricted assets, any material variances and any other supporting information considered relevant.

Policy Implications

Nil

Financial Implications

Commentary on the financial position is outlined within the body of the attached Monthly Financial Report.

Risk Implications

The risk of presenting inaccurate information is considered low due to the use of specialised financial systems and the review and assistance provided by experienced finance and accounting consultants.

The Monthly Financial Report leads to the generation of the Annual Financial Report which is audited for accuracy by the Office of the Auditor General.

Strategic Implications

Strategic Community Plan 2020 – 2030

Governance – Manage resources effectively

Ensure governance and legislative requirements are met.

Voting Requirements

Simple Majority

Recommendation

That Council, pursuant to Regulation 34 the *Local Government (Financial Management) Regulations 1996*, accepts the Monthly Financial Report, as attached, for September 2025.

Resolution	25/073
Moved	Cr Anderson
Seconded	Cr Ward

That Council, pursuant to Regulation 34 the *Local Government (Financial Management) Regulations 1996*, accepts the Monthly Financial Report, as attached, for September 2025.

Vote Outcome	Carried 6/0
For	H Nichols, M Smith, W Ward, B Day, R Anderson, A Moses
Against	-
Variation Reason	-

SHIRE OF MEEKATHARRA

MONTHLY FINANCIAL REPORT

**(Containing the required statement of financial activity and
statement of financial position)**

FOR THE PERIOD ENDED 30 SEPTEMBER 2025

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

TABLE OF CONTENTS

Statements required by regulation

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

These statements are prepared with data available at the time of preparation.

SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025

	30 September 2025	30 June 2025
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	37,436,276	35,067,002
Trade and other receivables	6,119,130	1,005,860
Inventories	284,222	280,337
TOTAL CURRENT ASSETS	43,839,628	36,353,199
NON-CURRENT ASSETS		
Other financial assets	59,715	59,715
Property, plant and equipment	27,421,538	27,416,603
Infrastructure	104,121,011	104,726,923
TOTAL NON-CURRENT ASSETS	131,602,264	132,203,241
TOTAL ASSETS	175,441,892	168,556,440
CURRENT LIABILITIES		
Trade and other payables	457,459	1,004,312
Other liabilities	215,779	215,779
Employee related provisions	273,619	273,619
TOTAL CURRENT LIABILITIES	946,857	1,493,710
NON-CURRENT LIABILITIES		
Employee related provisions	69,019	69,019
TOTAL NON-CURRENT LIABILITIES	69,019	69,019
TOTAL LIABILITIES	1,015,876	1,562,729
NET ASSETS	174,426,016	166,993,711
EQUITY		
Retained surplus	75,967,303	68,534,998
Reserve accounts	27,852,607	27,852,607
Revaluation surplus	70,606,106	70,606,106
TOTAL EQUITY	174,426,016	166,993,711

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 30 SEPTEMBER 2025

1 BASIS OF PREPARATION AND MATERIAL ACCOUNTING POLICIES

BASIS OF PREPARATION

The financial report of the Shire of Meekatharra which is a Class 3 local government comprises general purpose financial statements which have been prepared in accordance with the Local Government Act 1995 and accompanying regulations.

Local Government Act 1995 requirements

Section 6.4(2) of the Local Government Act 1995 read with the Local Government (Financial Management) Regulations 1996 prescribe that the financial report be prepared in accordance with the Local Government Act 1995 and, to the extent that they are not inconsistent with the Act, the Australian Accounting Standards. The Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board were applied except for disclosure requirements of:

- AASB 7 Financial Instruments Disclosures
- AASB 16 Leases paragraph 58
- AASB 101 Presentation of Financial Statements paragraph 61
- AASB 107 Cash Flows paragraphs 43 and 45
- AASB 116 Property, Plant and Equipment paragraph 79
- AASB 137 Provisions, Contingent Liabilities and Contingent Assets paragraph 85
- AASB 140 Investment Property paragraph 75(f)
- AASB 1052 Disaggregated Disclosures paragraph 11
- AASB 1054 Australian Additional Disclosures paragraph 16

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

The Local Government (Financial Management) Regulations 1996 provide that:

- land and buildings are to be classified as property, plant and equipment; or
- infrastructure; or
- vested minor improvements that the local government controls; and measured at reportable value, are only required to be revalued every five years. Revaluing these non-financial assets every five years is a departure from AASB 116 Property, Plant and Equipment, which would have required the Shire to assess at each reporting date whether the carrying amounts of the above mentioned non-financial assets materially differs from the fair value, and if so, revalue the class of non-financial assets.

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

Critical accounting estimates and judgements

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

As with all estimates, the use of different assumptions could lead to material changes in the amounts reported in the financial report.

The following are estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year and further information on their nature and impact can be found in the relevant note:

- Fair value measurement of assets carried at reportable value including:
 - Property, plant and equipment - Note 7
 - Infrastructure - Note 8
 - Expected credit losses on financial assets - Note 5
 - Impairment losses of non-financial assets - Notes 7 and 8
 - Measurement of employee benefits - Note 12
 - Measurement of provisions - Note 12
- Fair value hierarchy information can be found in Note 19

The local government reporting entity

All funds through which the Shire controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

Initial application of accounting standards

During the current year, the following new or revised Australian Accounting Standards and Interpretations were applied for the first time.

- AASB 2021-2 Amendments to Australian Accounting Standards - Disclosure of Accounting Policies or Definition of Accounting Estimates

This standard resulted in terminology changes relating to material accounting policies (formerly referred to as significant accounting policies).

New accounting standards for application in future years

The following new accounting standards will have application to local government in future years:

- AASB 2014-10 Amendments to Australian Accounting Standards - Sale or Contribution of Assets between an Investor and its Associate or Joint Venture
- AASB 2020-1 Amendments to Australian Accounting Standards - Classification of Liabilities as Current or Non-current
- AASB 2021-7c Amendments to Australian Accounting Standards - Effective Date of Amendments to AASB 10 and AASB 128 and Editorial Corrections [deferred AASB 10 and AASB 128 amendments in AASB 2014-10 apply]
- AASB 2022-5 Amendments to Australian Accounting Standards - Lease Liability in a Sale and Leaseback
- AASB 2022-6 Amendments to Australian Accounting Standards - Non-current Liabilities with Covenants
- AASB 2022-10 Amendments to Australian Accounting Standards - Fair Value Measurement of Non-Financial Assets of Not-for-Profit Public Sector Entities

These amendment may result in changes to the fair value of non-financial assets. The impact is yet to be quantified.

- AASB 2023-1 Amendments to Australian Accounting Standards - Supplier Finance Arrangements

These amendments may result in additional disclosures in the case of applicable finance arrangements.

Ordinary Council Meeting - Minutes - 25 October 2025

SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2025

	Supplementary Information	Adopted Budget Estimates (a) \$	Current Budget Estimates	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.	Explanation of Material Variance
OPERATING ACTIVITIES									
Revenue from operating activities									
General rates		8,450,000	8,450,000	2,112,504	8,573,726	6,461,222	305.86%	▲ Timing	
Grants, subsidies and contributions	11	3,329,000	3,329,000	832,236	1,409,137	576,901	69.32%	▲ Timing	
Fees and charges		1,605,000	1,605,000	401,205	546,709	145,504	36.27%	▲	Fees and charges collected is greater than anticipated due to Refuse drs
Interest revenue		1,022,000	1,022,000	255,495	66,397	(189,098)	(74.01%)	▼ Timing	
Other revenue		246,500	246,500	61,590	88,826	27,236	44.22%	▲ Timing	
		14,652,500	14,652,500	3,663,030	10,684,795	7,021,765	191.69%		
Expenditure from operating activities									
Employee costs		(4,321,000)	(4,321,000)	(1,080,006)	(874,425)	205,581	19.04%	▲ Timing	
Materials and contracts		(5,830,500)	(5,830,500)	(1,457,166)	(1,202,752)	254,414	17.46%	▲ Timing	
Utility charges		(437,500)	(437,500)	(109,308)	(97,769)	11,539	10.56%	▲	
Depreciation		(7,354,000)	(7,354,000)	(1,838,472)	(1,270,546)	567,926	30.89%	▲	
Insurance		(334,000)	(334,000)	(83,391)	(154,432)	(71,041)	(85.19%)	▼ Permanent	YTD insurance premium anticipated was less than actual
Other expenditure		(283,000)	(283,000)	(70,737)	(67,939)	2,798	3.96%	Timing	
		(18,560,000)	(18,560,000)	(4,639,080)	(3,667,863)	971,217	20.94%		
Non-cash amounts excluded from operating activities	Note 2(b)	7,354,000	7,354,000	1,838,472	1,270,546	(567,926)	(30.89%)	▼	
Amount attributable to operating activities		3,446,500	3,446,500	862,422	8,287,478	7,425,056	860.95%		

SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2025

Supplementary Information	Adopted Budget Estimates	Current Budget Estimates	YTD Budget Estimates	YTD Actual	Variance* \$	Variance* %	Var.	Explanation of Material Variance
	(a)	(b)	(b)	(c)	(c) - (b)	((c) - (b))/(b)		
	\$	\$	\$	\$	\$	%		
CONTINUED								
INVESTING ACTIVITIES								
Inflows from investing activities								
Proceeds from capital grants, subsidies and contributions	12	5,270,000	5,270,000	1,317,492	401,600	(915,892)	(69.52%) ▼	Timing
Proceeds from disposal of assets	6	392,500	392,500	98,115	13,777	(84,338)	(85.96%) ▼	Timing
		5,662,500	5,662,500	1,415,607	415,377	(1,000,230)	(70.66%)	
Outflows from investing activities								
Payments for property, plant and equipment	5	(5,021,000)	(5,111,000)	(1,345,188)	(287,997)	1,057,191	78.59% ▲	Timing
Payments for construction of infrastructure	5	(14,375,000)	(14,375,000)	(3,593,670)	(381,573)	3,212,097	89.38% ▲	Timing
		(19,396,000)	(19,486,000)	(4,938,858)	(669,571)	4,269,287	86.44%	
Amount attributable to investing activities		(13,733,500)	(13,823,500)	(3,523,251)	(254,194)	3,269,057	92.79%	
FINANCING ACTIVITIES								
Inflows from financing activities								
Transfer from reserves	4	14,676,000	14,766,000	14,766,000	0	(14,766,000)	(100.00%) ▼	Timing
		14,676,000	14,766,000	14,766,000	0	(14,766,000)	(100.00%)	
Outflows from financing activities								
Transfer to reserves	4	(11,545,000)	(11,545,000)	(11,545,000)	0	11,545,000	100.00% ▲	Timing
		(11,545,000)	(11,545,000)	(11,545,000)	0	11,545,000	100.00%	
Amount attributable to financing activities		3,131,000	3,221,000	3,221,000	0	(3,221,000)	(100.00%)	
MOVEMENT IN SURPLUS OR DEFICIT								
Surplus or deficit at the start of the financial year		7,156,000	7,156,000	7,156,000	7,280,501	124,501	1.74%	
Amount attributable to operating activities		3,446,500	3,446,500	862,422	8,287,478	7,425,056	860.95%	
Amount attributable to investing activities		(13,733,500)	(13,823,500)	(3,523,251)	(254,194)	3,269,057	92.79%	
Amount attributable to financing activities		3,131,000	3,221,000	3,221,000	0	(3,221,000)	(100.00%)	
Surplus or deficit after imposition of general rates		0	0	7,716,171	15,313,785	7,597,614	98.46%	

KEY INFORMATION

▲ ▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
 ▲ ▼ Better than budget (Income is higher, Expenditure is lower)/Worse than budget (Income is lower, expenditure is higher)
 This statement is to be read in conjunction with the accompanying Financial Statements and Notes.

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2025

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

		Adopted Budget Opening 30 June 2025	Last Year Audited Closing 30 June 2025	Year to Date 30 September 2025
(a) Net current assets used in the Statement of Financial Activity	Supplementary Information			
Current assets		\$	\$	\$
Cash and cash equivalents	3	35,067,003	35,067,002	37,436,276
Trade and other receivables	7	967,520	1,005,860	6,119,130
Inventories	8	280,336	280,337	284,224
		36,314,859	36,353,199	43,839,630
Less: current liabilities				
Trade and other payables	9	(1,109,760)	(1,004,312)	(457,459)
Other liabilities	10	0	(215,779)	(215,779)
Employee related provisions	10	(209,099)	(273,619)	(273,619)
		(1,318,859)	(1,493,710)	(946,857)
Net current assets		34,996,000	34,859,489	42,892,773
Less: Total adjustments to net current assets	Note 2(c)	(27,840,000)	(27,578,988)	(27,578,988)
Closing funding surplus / (deficit)		7,156,000	7,280,501	15,313,785

(b) Non-cash amounts excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with *Financial Management Regulation 32*.

		Adopted Budget	YTD Budget (a)	YTD Actual (b)
Non-cash amounts excluded from operating activities		\$	\$	\$
Adjustments to operating activities				
Add: Loss on asset disposals	6	0	0	0
Add: Depreciation		7,354,000	1,838,472	1,270,546
Total non-cash amounts excluded from operating activities		7,354,000	1,838,472	1,270,546

(c) Current assets and liabilities excluded from budgeted deficiency

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32* to agree to the surplus/(deficit) after imposition of general rates.

		Adopted Budget Opening 30 June 2025	Last Year Audited Closing 30 June 2025	Year to Date 30 September 2025
Adjustments to net current assets		\$	\$	\$
Less: Reserve accounts	4	(27,840,000)	(27,852,607)	(27,852,607)
Add: Current liabilities not expected to be cleared at the end of the year:				
- Current portion of employee benefit provisions	4	0	273,619	273,619
Total adjustments to net current assets	Note 2(a)	(27,840,000)	(27,578,988)	(27,578,988)

CURRENT AND NON-CURRENT CLASSIFICATION

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

SHIRE OF MEEKATHARRA

SUPPLEMENTARY INFORMATION

TABLE OF CONTENTS

	Statement by Program	8
3	Cash and Financial Assets	9
4	Reserve Accounts	10
5	Capital Acquisitions	11
5	Capital Works Roads	14
6	Disposal of Assets	15
7	Receivables	16
8	Other Current Assets	17
9	Payables	18
10	Other Current Liabilities	19
11	Grants and Contributions	20
12	Capital Grants and Contributions	21
13	Budget Amendments	22

SHIRE OF MEEKATHARRA
STATEMENT OF COMPREHENSIVE INCOME BY PROGRAM
FOR THE PERIOD ENDED 30 SEPTEMBER 2025

	Ref Note	Adopted Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$
OPERATING ACTIVITIES				
Income excluding grants, subsidies and contributions				
General purpose funding - other		9,517,500	2,379,372	8,643,133
Law, order and public safety	11	2,000	495	425
Health		4,500	1,122	1,491
Education and welfare		3,500	864	3,614
Housing		1,000	249	0
Community amenities		117,500	29,361	110,265
Recreation and culture	6	78,500	19,605	6,461
Transport		1,516,500	379,122	410,205
Economic services		13,500	3,369	36,697
Other property and services		69,000	17,235	63,367
		11,323,500	2,830,794	9,275,658
Grants, subsidies and contributions				
General purpose funding - other		2,550,500	637,623	804,502
Law, order and public safety		809,000	202,245	4,920
Education and welfare		127,500	31,872	25,098
Transport		4,586,500	1,146,621	930,514
Economic services		100,000	24,996	45,455
Other property and services		500	123	249
		8,599,000	2,149,728	1,810,738
Expenditure from operating activities (including depreciation)				
Governance		(931,000)	(232,725)	(226,629)
General purpose funding		(270,500)	(67,617)	(52,257)
Law, order and public safety		(239,000)	(59,709)	(60,249)
Health		(156,500)	(39,114)	(35,224)
Education and welfare		(1,554,500)	(388,494)	(248,025)
Housing		(10,000)	(2,313)	(8,296)
Community amenities		(891,000)	(222,672)	(164,767)
Recreation and culture		(2,035,500)	(508,680)	(380,903)
Transport		(10,850,500)	(2,712,561)	(2,112,794)
Economic services	6	(946,500)	(236,571)	(396,006)
Other property and services		(675,000)	(168,624)	17,286
		(18,560,000)	(4,639,080)	(3,667,864)
Net Operating Result		1,362,500	341,442	7,418,532

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

3 CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted	Restricted	Trust	Cash	Institution	Interest Rate	Maturity Date
		\$	\$		\$			
Cash on hand								
Municipal Bank Account	Cash and cash equivalents	6,869,573	0	0	6,869,573	Westpac	0.00%	At Call
Cash on Hand	Cash and cash equivalents	1,719	0	0	1,719			
Maxi Account	Cash and cash equivalents	2,712,382	27,852,607	0	30,564,989	Westpac	1.15%	At Call
Trust Account	Trust	0	0	494,730	494,730	Westpac	0.00%	At Call
Term Deposits								
	Financial assets at amortised cost	0	0	0	0			
Total		9,583,674	27,852,607	494,730	37,931,010			
Comprising								
Cash and cash equivalents		9,583,674	27,852,607		37,436,281			
Trust Account				494,730	494,730			
Financial assets at amortised cost		0	0		0			
		9,583,674	27,852,607		37,931,010			

KEY INFORMATION

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

SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025

4 RESERVE ACCOUNTS

Reserve name	Budget Opening Balance	Original Budget Transfers In (+)	Current Budget Transfers In (+)	Original Budget Transfers Out (-)	Current Budget Transfers Out (-)	Original Budget Closing Balance	Current Budget Closing Balance	Actual Opening Balance	Actual Transfers In (+)	Actual Transfers Out (-)	Actual YTD Closing Balance
	\$	\$		\$		\$		\$	\$	\$	\$
Restricted by Council				0							
Plant and Machinery reserve	1,013,300	1,500,000	1,500,000	(1,700,000)	(1,790,000)	813,300	723,300	1,013,300			1,013,300
Building Reserve	2,828,202	1,500,000	1,500,000	(2,800,000)	(2,800,000)	1,528,202	1,528,202	2,828,202			2,828,202
Airport Reserve	4,301,523	1,100,000	1,100,000	(510,000)	(510,000)	4,891,523	4,891,523	4,314,130			4,314,130
Lloyd'S Revitalisation Reserve	3,783,169	0	0	(250,000)	(250,000)	3,533,169	3,533,169	3,783,169			3,783,169
Industrial Park Reserve	1,166,163	250,000	250,000	0	0	1,416,163	1,416,163	1,166,163			1,166,163
Swimming Pool Reserve	239,060	250,000	250,000	0	0	489,060	489,060	239,060			239,060
Footpaths	565,984	250,000	250,000	0	0	815,984	815,984	565,984			565,984
Future Projects	1,677,469	0	0	0	0	1,677,469	1,677,469	1,677,469			1,677,469
Furniture and Equipment	250,000	150,000	150,000	(230,000)	(230,000)	170,000	170,000	250,000			250,000
Roads	11,517,304	1,295,000	1,295,000	(4,702,000)	(4,702,000)	8,110,304	8,110,304	11,517,304			11,517,304
Road Agreement - Westgold Mt Clere Rd	0	250,000	250,000	0	0	250,000	250,000	0			0
Other Infrastructure	497,826	5,000,000	5,000,000	(4,484,000)	(4,484,000)	1,013,826	1,013,826	497,826			497,826
	27,840,000	11,545,000	11,545,000	(14,676,000)	(14,766,000)	24,709,000	24,619,000	27,852,607	0	0	27,852,607

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS

	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Actual Variance
	\$		\$	\$	\$
Capital acquisitions					
Buildings - non-specialised	3,052,000	3,052,000	762,957	64,449	(698,508)
Furniture and equipment	269,000	269,000	67,242	19,069	(48,173)
Plant and equipment	1,700,000	1,790,000	514,989	204,480	(310,509)
Acquisition of property, plant and equipment	5,021,000	5,111,000	1,345,188	287,997	(1,057,191)
Infrastructure - roads	8,506,000	8,506,000	2,126,442	370,324	(1,756,118)
Infrastructure - footpaths	0	0	0	0	0
Infrastructure - Airport	510,000	510,000	127,494	11,249	(116,245)
Infrastructure - Other	5,359,000	5,359,000	1,339,734	0	(1,339,734)
Acquisition of infrastructure	14,375,000	14,375,000	3,593,670	381,573	(3,212,097)
Total capital acquisitions	19,396,000	19,486,000	4,938,858	669,571	(4,269,287)

MATERIAL ACCOUNTING POLICIES

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

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

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

Initial recognition and measurement for assets held at cost

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

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

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

5 CAPITAL ACQUISITIONS - DETAILED

GL Account	Job Number	Job/Account Description	Original Budget	Current Budget	YTD Budget	YTD Actual	YTD Actual Variance	Comments
Buildings - non-specialised								
2026	X1001	Ses Facilities - Renew Shed	41,000	41,000	10,248	-	10,248	
2704	X1004	Lot 294 (131) Hill Street - Renew General	-	-	-	52,140	(52,140)	
2704	X1008	Lot 877 (69) Mcleary Street - New Garage	30,000	30,000	7,500	-	7,500	
2704	X1010	Lot 304 (135) Darlot Street - New Residence	280,000	280,000	69,999	-	69,999	
2704	X1019	Airport Residence - Upgrade Security Screens	35,000	35,000	8,748	-	8,748	
2704	X1022	Staff Accommodation - New	1,400,000	1,400,000	349,998	-	349,998	
2704	X1029	Lot 877 (69) Mcleary Street - Renew General	100,000	100,000	24,999	-	24,999	
2704	X1032	Lot 2 (28) Connaughton Street - Renew External	15,000	15,000	3,750	-	3,750	
2704	X1033	Lot 2 (28) Connaughton Street - Renew Awnings	6,000	6,000	1,500	-	1,500	
2704	X1034	Lot 2 (28) Connaughton Street - Renew Cabinetry	6,000	6,000	1,500	-	1,500	
2704	X1035	Sports Complex Residence - Renew External Paint	15,000	15,000	3,750	-	3,750	
2704	X1036	Sports Complex Residence - Renew Internal Paint	8,000	8,000	1,998	-	1,998	
2704	X1037	Sports Complex Residence - Renew Security Screens	20,000	20,000	4,998	-	4,998	
2704	X1038	Sports Complex Residence - Renew Verandah	30,000	30,000	7,500	-	7,500	
2704	X1039	Lot 113 (81) Darlot Street - Renew Internal Paint	8,000	8,000	1,998	-	1,998	
2704	X1040	Lot 113 (81) Darlot Street - Renew Carpentry	6,000	6,000	1,500	-	1,500	
2704	X1041	Lot 113 (81) Darlot Street - Renew Flooring	10,000	10,000	2,499	-	2,499	
2704	X1042	Lot 303 (137) Darlot Street - Renew Internal Paint	8,000	8,000	1,998	-	1,998	
2704	X1043	Lot 220 (101) Darlot Street - Renew Internal Paint	8,000	8,000	1,998	-	1,998	
2704	X1044	Lot 408 (91) Hill Street - Renew External Paint	15,000	15,000	3,750	-	3,750	
2704	X1047	Lot 208 (2/109) Hill Street - Renew Internal Paint	8,000	8,000	1,998	-	1,998	
2704	X1048	Lot 294 (131) Hill Street - Renew Awnings	10,000	10,000	2,499	-	2,499	
2704	X1049	Airport Residence - Renew Internal Paint	8,000	8,000	1,998	-	1,998	
2704	X1050	Consultant Quarters - Renew Exterior	50,000	50,000	12,498	-	12,498	
2704	X1051	Lot 8 (3/16) Regan Street - Renew Internal Paint	8,000	8,000	1,998	-	1,998	
2704	X1052	Lot 8 (3/16) Regan Street - Renew Flooring	10,000	10,000	2,499	12,309	(9,810)	
2704	X1053	Lot 408 (91) Hill Street - Renew Internal Paint	8,000	8,000	1,998	-	1,998	
2704	X1055	Lot 208 (1/109) Hill Street - Renew Internal Paint	8,000	8,000	1,998	-	1,998	
2704	X2011	Lot 8 (3/16) Regan Street - New Furniture	15,000	15,000	3,750	-	3,750	
3680	X2010	Sports Complex - Renew Dishwasher	6,000	6,000	1,500	-	1,500	
4191	X1002	Lloyd's Plaza - New Extension	250,000	250,000	62,499	-	62,499	
5044	X1003	Depot - New Machinery Shed	400,000	400,000	99,999	-	99,999	
5044	X1045	Shire Depot - New Carport	40,000	40,000	9,999	-	9,999	
9681	X1015	Old Power Station - Renew Facility	50,000	50,000	12,498	-	12,498	
3666	X1024	Swimming Pool Building - Renew Paint	65,000	65,000	16,248	-	16,248	
3666	X1030	Swimming Pool - Renew Fence	10,000	10,000	2,499	-	2,499	
4191	X1031	Community Resource Centre - Upgrade Kitchen	15,000	15,000	3,750	-	3,750	
2094	X1046	Youth Focus - Renew Internal	50,000	50,000	12,498	-	12,498	
TOTAL Buildings			3,052,000	3,052,000	762,957	64,449	698,508	
Furniture and equipment								
1326	X2005	Administration Office - Renew Front Counter	70,000	70,000	17,499	14,032	3,467	
1326	X2012	Council Chambers - Renew Furniture	15,000	15,000	3,750	3,673	77	
1328	X1054	Shire Office - New Carport	60,000	60,000	15,000	-	15,000	
2438	X2001	Kids Zone - Renew Outdoor Furniture	10,000	10,000	2,499	-	2,499	
2445	X2002	Youth Centre - Renew Office Furniture	20,000	20,000	4,998	-	4,998	
2445	X2007	Youth Centre Dishwasher	6,000	6,000	1,500	-	1,500	
3534	X2003	Town Hall - Renew Audio Visual Equipment	50,000	50,000	12,498	1,365	11,133	
3534	X2008	Town Hall Dishwasher & Freezer	6,000	6,000	1,500	-	1,500	
3534	X2009	Sports Complex Dishwasher	6,000	6,000	1,500	-	1,500	
3974	X2004	Gym - Renew Gym Equipment	26,000	26,000	6,498	-	6,498	
TOTAL Furniture and Equipment			269,000	269,000	67,242	19,069	48,173	
Plant and equipment								
5475	X3001	Small Equipment Allocation - Renew	50,000	50,000	12,498	-	12,498	
5475	X3009	Single Cab 4x2 Utility P649	-	45,000	45,000	-	45,000	
5475	X3012	Youth Officer Vehicle P652	-	45,000	45,000	-	45,000	
5475	X3022	Prime Mover (P???) - Renew	500,000	500,000	124,998	-	124,998	
5475	X3023	Tipper Truck <10 Tonne (P???) - Renew	150,000	150,000	37,500	-	37,500	
5475	X3024	Tipper Truck <10 Tonne (P???) - Renew	150,000	150,000	37,500	-	37,500	
5475	X3025	Single Cab 4X2 Utility (P???) - Renew	50,000	50,000	12,498	-	12,498	
5475	X3026	Dual Cab 4X4 Utility (P???) - Renew	75,000	75,000	18,750	59,349	(40,599)	
5475	X3027	Single Cab 4X2 Utility (P???) - Renew	50,000	50,000	12,498	-	12,498	
5475	X3028	4X4 Sedan (P???) - Renew	85,000	85,000	21,249	84,986	(63,737)	
5475	X3033	Waste Compaction Truck (P???) - New	510,000	510,000	127,500	-	127,500	
5475	X3034	Dual Cab 4X4 Utility (P???) - Renew	80,000	80,000	19,998	60,145	(40,147)	
5475	X3011	Community Officer Vehicle P651 - Renew	-	-	-	-	-	
5475	X3007	Single Cab 4X2 Utility P647 - Renew	-	-	-	-	-	
5475	X3008	Single Cab 4X2 Utility P648 - Renew	-	-	-	-	-	
TOTAL Plant and Equipment			1,700,000	1,790,000	514,989	204,480	310,509	

5 CAPITAL ACQUISITIONS - DETAILED

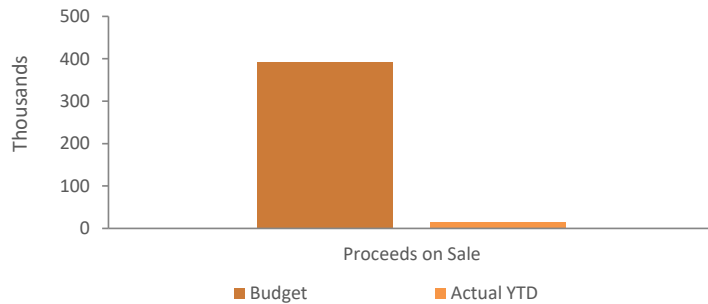
Infrastructure - roads						
4200		Road Construction Various	8,506,000	8,506,000	2,126,442	1,872,990
4250		Flood Damage Renewals - 24/25	-	-	-	(116,872)
		TOTAL Road Construction	8,506,000	8,506,000	2,126,442	1,756,118
Infrastructure - footpaths						
5046	X5001	Footpaths - New And Renewal	-	-	-	-
		TOTAL Footpath Construction	-	-	-	-
Infrastructure - Airport						
5104	X7007	Airport - Renew Gravel Runway	50,000	50,000	12,498	12,498
5219	X7002	Airport - Renew Leach Drains	100,000	100,000	24,999	24,999
5219	X7003	Airport - Renew Fuel Facility	300,000	300,000	75,000	75,000
5219	X7006	Airport - New Security Fencing	50,000	50,000	12,498	12,498
5219	X7008	Airport - Renew Weather Equipment	10,000	10,000	2,499	(6,900)
5218	X7004	Airport - Upgrade Audit Outcomes	-	-	-	(1,850)
		TOTAL Airport Construction	510,000	510,000	127,494	116,245
Infrastructure - Other						
2824	X6004	Refuse Site - Upgrade Facility	56,000	56,000	13,998	13,998
2027	X6022	Townsite - New Cctv System	1,500,000	1,500,000	375,000	375,000
2436	X6001	Kids Zone - Renew Courtyard Paving	27,000	27,000	6,750	6,750
2436	X6002	Kids Zone - Renew Reticulation And Lawn	20,000	20,000	4,998	4,998
2436	X6003	Kids Zone - Renew Playground Shade	40,000	40,000	9,999	9,999
2984	X6018	Sewage Ponds - Upgrade Facility	750,000	750,000	187,500	187,500
3274	X6005	Town Cemetery - Renew Facility	54,000	54,000	13,500	13,500
3274	X6012	Heritage Cemeteries - Renew Headstones	60,000	60,000	15,000	15,000
3638	X6019	Oval And Associated Infrastructure	200,000	200,000	49,998	49,998
3638	X6021	Sportsground - Upgrade Oval Lighting	200,000	200,000	49,998	49,998
4015	X6006	Lions Park - New Development	2,000,000	2,000,000	499,998	499,998
5045	X6016	Truck Ramps - New	250,000	250,000	62,499	62,499
5045	X6017	Works Depot - Renew Gates	42,000	42,000	10,500	10,500
5280	X6008	Peace Gorge - Renew General	50,000	50,000	12,498	12,498
5424	X6013	Entry Statement (East) - New	40,000	40,000	9,999	9,999
5424	X6014	Entry Statement (West) - New	40,000	40,000	9,999	9,999
5424	X6015	Murchison Geo Region - Renew Signage	30,000	30,000	7,500	7,500
		TOTAL Other Infrastructure	5,359,000	5,359,000	1,339,734	1,339,734
		TOTALS	19,396,000	19,486,000	4,938,858	4,269,287

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

OPERATING ACTIVITIES

6 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Original Budget				Current Budget				YTD Actual			
		Net Book		(Loss)	(Loss)	Net Book		(Loss)	(Loss)	Net Book		(Loss)	(Loss)
		Value	Proceeds			Value	Proceeds			Value	Proceeds		
		\$	\$	\$	\$					\$	\$	\$	\$
Plant and equipment													
P480	Prime Mover	50,000	50,000	0	0	50,000	50,000	0	0	0	0	0	0
P512	Small Truck	10,000	10,000	0	0	10,000	10,000	0	0	0	0	0	0
P488	Small Truck	10,000	10,000	0	0	10,000	10,000	0	0	0	0	0	0
P531	Dual Cab 4x4	30,000	30,000	0	0	30,000	30,000	0	0	0	0	0	0
P650	Extra Cab 4x4	50,000	50,000	0	0	50,000	50,000	0	0	0	0	0	0
P527	Dual Cab 4x4	40,000	40,000	0	0	40,000	40,000	0	0	0	0	0	0
P645	SUV	30,000	30,000	0	0	30,000	30,000	0	0	0	0	0	0
P452	Prime Mover	30,000	30,000	0	0	30,000	30,000	0	0	0	0	0	0
P525	Dual Cab 4x4	40,000	40,000	0	0	40,000	40,000	0	0	0	0	0	0
P605	Sedan 4x4	35,000	35,000	0	0	35,000	35,000	0	0	0	0	0	0
P427	Small Bus	7,500	7,500	0	0	7,500	7,500	0	0	0	0	0	0
P426	2010 Mazda - handyman	0	0	0	0	0	0	0	0	5,470	5,470	0	0
P493	2016 Mazda - operations	0	0	0	0	0	0	0	0	8,307	8,307	0	0
P529	Dual Cab 4x4	15,000	15,000	0	0	15,000	15,000	0	0	0	0	0	0
P634	Dual Cab 4x4	45,000	45,000	0	0	45,000	45,000	0	0	0	0	0	0
		392,500	392,500	0	0	392,500	392,500	0	0	13,777	13,777	0	0



Note

The disposal of these assets has yet to be processed in the financial system.

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

INVESTING ACTIVITIES

5 CAPITAL ROADWORKS - DETAILED

Job - Account	Job/Account Description	Original Budget	Current Budget	YTD Budget	YTD Actual	YTD Actual Variance	Comments
							Unfinished works to be budgeted in FY26
Infrastructure - roads							
X4008	Mingah Springs Road - New Bypass - 24/25	-	-	-	979	(979)	
X4009	Sandstone Road - Renew 97 - 100.72 Slk - 24/25	-	-	-	(1)	1	
X4061	Wiluna North Road - Renew 45.00 Slk To 50.00 Slk	450,000	450,000	112,494	140,841	(28,347)	
X4063	Ashburton Downs-Meekatharra Road - Renew Floodway 1	-	-	-	4,597	(4,597)	
X4064	Ashburton Downs-Meekatharra Road - Renew Floodway 2	-	-	-	4,597	(4,597)	
X4065	Ashburton Downs-Meekatharra Road - Renew Floodway 3	-	-	-	4,597	(4,597)	
X4066	Ashburton Downs-Meekatharra Road - Renew Floodway 4	-	-	-	4,597	(4,597)	
X4068	Floodway No5	-	-	-	3,295	(3,295)	
X4069	Wiluna North Road - Renew 50.00 Slk To 55.00 Slk	450,000	450,000	112,494	89,951	22,543	
X4070	Wiluna North Road - Renew 56.00 Slk To 61.00 Slk	450,000	450,000	112,494	-	112,494	
X4071	Gascoyne River - Renew Floodway	1,250,000	1,250,000	312,495	-	312,495	
X4072	Deverell Creek - Renew Floodway	1,250,000	1,250,000	312,495	-	312,495	
X4073	Turner Creek - Renew Floodway	1,250,000	1,250,000	312,495	-	312,495	
X4074	Cunjuna Creek - Renew Floodway	1,250,000	1,250,000	312,495	-	312,495	
X4075	Grid Program 2025-26 - Renew Grids	300,000	300,000	75,000	-	75,000	
X4076	Ethel River - Renew Floodway	1,250,000	1,250,000	312,495	-	312,495	
X4077	Wiluna North Road - Renew 66.00 Slk To 71.00 Slk	450,000	450,000	112,494	-	112,494	
X4078	Wiluna North Road - Renew 75.00 Slk To 77.00 Slk	156,000	156,000	38,991	-	38,991	
X4023	Annean Road - Renew Damage	-	-	-	27,500	(27,500)	
X4038	Mingah Springs Road - Renew Damage	-	-	-	89,372	(89,372)	
TOTAL Road Construction		8,506,000	8,506,000	2,126,442	370,324	1,756,118	

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

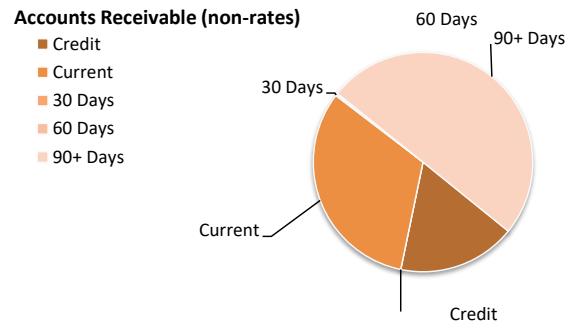
OPERATING ACTIVITIES

7 RECEIVABLES

Rates receivable	30 Jun 2025	30 Sep 2025
	\$	\$
Opening arrears previous years	1,184,269	891,825
Levied this year	5,697,848	8,573,726
Less - collections	(5,990,292)	(3,556,652)
Gross rates collectable	891,825	5,908,899
Allowance for impairment of rates receivable		(120,309)
Net rates collectable	891,825	5,788,590
% Collected	87.0%	37.6%

Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(56,072)	103,345	611	621	161,114	209,619
Percentage	(26.7%)	49.3%	0.3%	0.3%	76.9%	
Balance per trial balance						
Trade receivables						209,619
GST receivable						120,921
Allowance for credit losses of trade receivables						0
Total receivables general outstanding						330,540

Amounts shown above include GST (where applicable)



KEY INFORMATION

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

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

Classification and subsequent measurement

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

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

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

OPERATING ACTIVITIES

8 OTHER CURRENT ASSETS

	Opening Balance 1 July 2025	Asset Increase	Asset Reduction	Closing Balance 30 September 2025
	\$	\$	\$	\$
Other current assets				
Inventory				
Fuel and Oils	280,337	3,885	0	284,222
Total other current assets	280,337	3,885	0	284,222

Amounts shown above include GST (where applicable)

KEY INFORMATION

Inventory

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

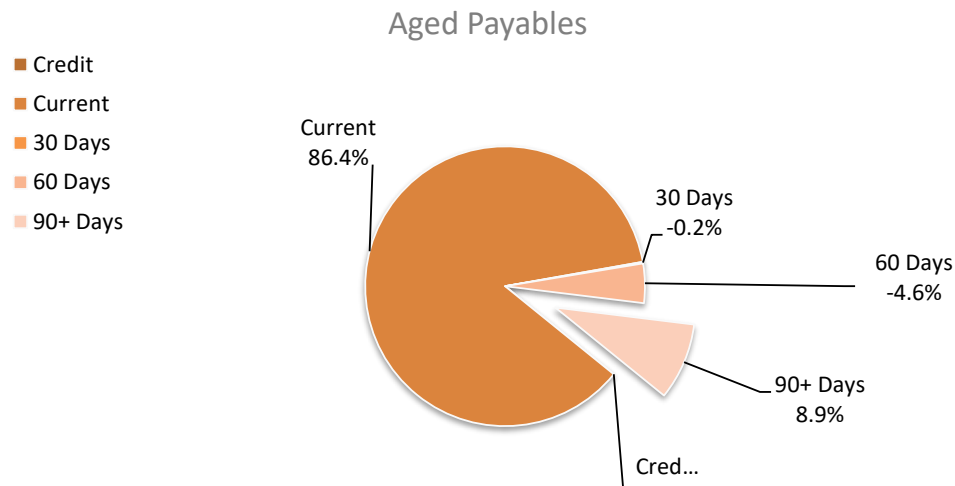
OPERATING ACTIVITIES

9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	118,502	(238)	(6,248)	12,199	124,215
Percentage	0.0%	95.4%	-0.2%	-5.0%	9.8%	
Balance per trial balance						
Sundry creditors	0	124,215	0	0	0	124,215
ATO liabilities	0	116,253	0	0	0	116,253
Bond Held	0	21,983	0	0	0	21,983
Excess rates	0	115,589	0	0	0	115,589
Other payables	0	79,419	0	0	0	79,419
Total payables general outstanding						457,459
Amounts shown above include GST (where applicable)						

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.



**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

OPERATING ACTIVITIES

10 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2025 \$	Liability transferred from/(to) non current \$	Liability Increase \$	Liability Reduction \$	Closing Balance 30 September 2025 \$
Other current liabilities						
Other liabilities						
Contract liabilities		215,779	0	0	0	215,779
Total other liabilities		215,779	0	0	0	215,779
Employee Related Provisions						
Provision for annual leave		204,471	0	0	0	204,471
Provision for long service leave		69,148	0	0	0	69,148
Total Provisions		273,619	0	0	0	273,619
Total other current liabilities		489,398	0	0	0	489,398

Amounts shown above include GST (where applicable)

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Employee Related Provisions

Short-term employee benefits

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

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

Other long-term employee benefits

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

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

Contract liabilities

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer.

Capital grant/contribution liabilities

Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

OPERATING ACTIVITIES

11 GRANTS, SUBSIDIES AND CONTRIBUTIONS

				Grants, subsidies and contributions revenue		
		Provider	Program	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
				\$	\$	\$
COA	IE					
0181	52	Financial Assistance Grant	General Purpose Funding	1,736,500	434,124	804,502
211	52	Local Road Grant	General Purpose Funding	814,000	203,499	0
1563	52	D.F.E.S. Operating Grant	Law, Order, Public Safety	8,000	1,998	0
2003	52	S.E.S. Operating Grant	Law, Order, Public Safety	10,000	2,499	4,920
2024	55	Reimbursments - Law Other	Law, Order, Public Safety	0	0	0
2419	52	Youth Grant - O.S.H.C. Program	Education And Welfare	27,500	6,873	25,098
2421	52	Youth Services Grant - D.C.P. - W.A.	Education And Welfare	100,000	24,999	0
4591	52	Mrwa - Direct Grant	Transport	525,000	131,250	528,914
4823	55	Reimbursements - Transport	Transport	0	0	0
4843	52	Street - Lighting - Operating Grant	Transport	7,500	1,875	0
8153	55	Reimbursement - Gst Free	Other Property And Services	500	123	249
5393	52	Festival Income Tourism	Other Property And Services	50,000	12,498	0
5393	55	Festival Income Tourism	Other Property And Services	50,000	12,498	45,455
				3,329,000	832,236	1,409,137

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025**

INVESTING ACTIVITIES

12 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

			Capital grants, subsidies and contributions revenue				Comment
			Adopted Budget	Current Budget	YTD	YTD Revenue	
COA	IE	Provider	Revenue	Revenue	Budget	Actual	
			\$		\$	\$	
4691	48	Mrwa Road Project Grant (Rrg)	1,304,000	1,304,000	325,998	401,600	
2008	48	Ses Capital Grant	41,000	41,000	10,248	0	
2013	48	Community Safety & Crime Prevention Grants	750,000	750,000	187,500	0	
2993	48	Contribution - Sewage Ponds Upgrade	375,000	375,000	93,750	0	
3713	48	Recreation Grants	50,000	50,000	12,498	0	
4672	49	Road Agreement - Westgold Mt Clere Road	250,000	250,000	62,499	0	
4671	49	Floodway Contributions	2,500,000	2,500,000	624,999	0	
			5,270,000	5,270,000	1,317,492	401,600	

SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2025

13 BUDGET AMENDMENTS

Amendments to original budget since budget adoption. Surplus/(Deficit)

Description	Council Resolution	Account	Original Budget	Classification	Current Budget	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
						\$	\$	\$	\$
Budget adoption closing Surplus/(Deficit)				Surplus/(Deficit)	0		0	0	0
Purchase of two extra vehicles	25/068	5475	1,700,000	Capital expenses	1,790,000			(90,000)	(90,000)
Transfer from Plant and Machinery Reserve	25/068	FR15	(1,700,000)	Capital revenue	-1,790,000		90,000		0
							90,000	(90,000)	0

10.3 Mining Tenement Applications – October 2025

File Reference	EM.NO.001
Author	A Giometti, Deputy Chief Executive Officer
Author's Interest	Nil
Authoriser	N Cain, Chief Executive Officer
Authoriser's Interest	Nil
Applicant / Respondent	Nil
Report Date	18 October 2025

Summary

Council is required to consider mining tenement applications for the district from authorised agents and / or relevant government agencies.

The purpose of this Report is to present the relevant monthly mining tenement applications for the district.

Council is requested to consider if it is opposed to any of the mining tenement applications.

Attachments

- 10.3.1 Application from APOA Pilbara Holding Pty Ltd (APA) for two section 91 Land Administration 1997 Licences.
- 10.3.2 Application for Mining Lease 51/926 by NM Gold Operations Pty Ltd.
- 10.3.3 Minister for Lands consent sought to Mining Lease 51/888, White Star Minerals Pty Ltd.

Background

The following applications and / or requests for comment have been received for mining tenements located in the district –

1. Application from APA Pilbara Holding Pty Ltd (APA) for two section 91 Land Administration 1997 Licences associated with the Southern transmission and Northern Transmission Lines for the Newman Renewable Energy Hub
APA have recently contacted the Department of Planning, Lands and Heritage with a request to expand the area of the Northern Transmission Licence from approximately 8,700 hectares to approximately 16,080 hectares.

The Great Northern Highway road corridor will continue to be excluded from the licence area.

The relevant land details are as follows -

Licence 1

- Lot 29 on Deposit Plan (DP) 238020, LR 3072-382 being Lease N049932 (Sylvania Station)
- Lot 22 DP 220355, LR 3072-374 being N049724 (Ethel Creek Station)
- Lot 100 DP 220355, LR 3064-443 being Lease N049724 (Ethel Creek Station)
- Unmanaged Reserve 9698 ('Fortescue Cu Stock Route')

Please note the portion Great Northern Highway is excluded from the proposed licence area, more particularly described as Lot 44 DP 217099, LR 3122-946.

Licence 2

- Lot 23 DP 220388, LR 3072-376 being Lease N05033 (Prairie Downs Station)
- Lot 29 DP 238020, LR 3072-382 being Lease N049932 (Sylvania Station)
- Lot 22 DP 220355, LR 3072-374 being Lease N049724 (Ethel Creek Station)

Please note the portion of Great Northern Highway is excluded from the proposed licence area, more particularly described as Lot 45 DP 217099, LR 3122-947 and Lot 44 DP 217099, LR 3122-946.

The licence is proposed to be granted for the purpose of "Investigatory works including environmental and cultural heritage surveys, geotechnical engineering investigations of ground conditions, temporary installation of wind and solar monitoring equipment, construction of temporary access tracks and laydown areas associated with the future development of a renewable energy project and other activities as are reasonably necessary for or incidental to these investigatory works."

The Shire of Meekatharra is asked to please provide their comments in relation to the proposed grant of the Licence, as two separate responses in respect of each application clearly labelled either 'Northern Transmission' or 'Southern Transmission'.

The Northern Transmission and Southern Transmission lines are within 9 kilometres of the Shire of Meekatharra's northern boundary.

2. Application for Mining Lease 51/926 by NM Gold Operations Pty Ltd situated on Recreation Reserve 10633

The Minister for Mines and Petroleum has directed the Department of Mines, Petroleum and Exploration - Resource Tenure Division to commence the consultation process and obtain the Shire of Meekatharra comments and recommendations regarding the impact of the application on the reserve listed above.

The Department of Mines, Petroleum and Exploration (DMPE) has requested the Minister for Lands comments and recommendations regarding Mining Lease M51/926 held by NM Gold Operations Pty Ltd over Reserve 10633.

Reserve 10633 is set aside for the purpose of Recreation and is managed by the Shire of Meekatharra.

The Department of Planning, Lands and Heritage have also requested from the shire of Meekatharra for any comments or objections to Mining Lease M51/926. This mining lease is located close to the Garden Gully Creek, 16 kilometres north of Meekatharra.

3. Minister for Lands consent sought to Mining Lease 51/888, White Star Minerals Pty Ltd, to mine on Racecourse Reserve 5847

Unmanaged Racecourse Reserve 5847 is in the Shire of Meekatharra and not within any townsite.

It comprises a legal land area of 72.8434 hectares.

The Department of Mines, Petroleum and Exploration have received an application for a permit to clear native vegetation under the Environmental Protection Act 1986 from White Star Minerals Pty Ltd for a clearing permit CPS 11183/1.

This mining lease is in the Gabanintha area, 42 kilometres southeast of Meekatharra.

Comment

Shire officers have considered each of the applications, with recommendations and comments below –

1. Application from APA Pilbara Holding Pty Ltd (APA) for two section 91 Land Administration 1997 Licences associated with the Southern transmission and Northern Transmission Lines for the Newman Renewable Energy Hub

Shire officers do not oppose the application and offer no additional comment.

2. Application for Mining Lease 51/926 by NM Gold Operations Pty Ltd situated on Recreation Reserve 10633

Shire officers do not oppose the application and offer no additional comment.

3. Minister for Lands consent sought to Mining Lease 51/888, White Star Minerals Pty Ltd, to mine on Racecourse Reserve 5847

Shire officers do not oppose the application and offer no additional comment.

Consultation

Applicants via attached correspondence

Statutory Implications

Mining Act 1978

Section 23 Mining on public reserves etc. and Commonwealth land

The holder of a mining tenement on public reserves etc. and Commonwealth land may not carry out mining on or under the land otherwise in accordance with a relevant consent having been obtained.

Mining Act 1978

Section 24 Classification of reserves

For Section 23 (above) public reserves include, although are not limited to, national parks, nature reserves, public utility land, townsites, roads, water and catchment reserves, and other defined land.

Mining Act 1978

Section 25 Mining on foreshore, seabed, navigable waters or townsite

Before approving a tenement application over a townsite, the Minister charged with the administration of the Mining Act 1978 is to consult with the local government before giving consent.

Mining Act 1978

Section 26 Terms and conditions

Requires any person carrying out mining operations to observe terms and conditions placed on the tenement application, which may include –

- The need to make good the surface of the land,
- Make payment to the person having control and management for the making good of the surface of the land, and / or
- Make compensation payment to the person having control and management of the land affected for any loss or damage caused by the mining operations.

Policy Implications

Nil

Financial Implications

New mining tenements will increase rate revenue, although the precise impact will not be known until the valuation of the tenement is provided by the Valuer General.

Risk Implications

Council's risk exposure is low by not opposing the applications.

Strategic Implications

Nil

Voting Requirements

Simple Majority

Recommendation

That Council, pursuant to the *Mining Act 1978*, –

1. Does not oppose application from APA Pilbara Holding Pty Ltd (APA) for two section 91 Land Administration 1997 Licences associated with the Southern transmission and Northern Transmission Lines for the Newman Renewable Energy Hub,
2. Does not oppose the application for Mining Lease 51/926 by NM Gold Operations Pty Ltd situated on Recreation Reserve 10633, and
3. Does not oppose the application from Minister for Lands consent sought to Mining Lease 51/888, White Star Minerals Pty Ltd, to mine on Racecourse Reserve 5847.

Resolution	25/074
Moved	Cr Moses
Seconded	Cr Day

That Council, pursuant to the *Mining Act 1978*, –

1. Does not oppose application from APA Pilbara Holding Pty Ltd (APA) for two section 91 Land Administration 1997 Licences associated with the Southern transmission and Northern Transmission Lines for the Newman Renewable Energy Hub,
2. Does not oppose the application for Mining Lease 51/926 by NM Gold Operations Pty Ltd situated on Recreation Reserve 10633, and
3. Does not oppose the application from Minister for Lands consent sought to Mining Lease 51/888, White Star Minerals Pty Ltd, to mine on Racecourse Reserve 5847.

Vote Outcome	Carried 6/0
For	H Nichols, M Smith, W Ward, B Day, R Anderson, A Moses
Against	-

Variation Reason -

Antonio Giometti

From: Generic Meeka
Sent: Thursday, 28 August 2025 2:00 PM
To: Nathan Cain; Antonio Giometti
Subject: FW: PROPOSED GRANT OF SECTION 91 LAND ADMINISTRATION ACT 1997 LICENCE TO APA PILBARA HOLDINGS PTY LTD – SHIRES OF MEEKATHARRA AND EAST PILBARA – NORTHERN AND SOUTHERN TRANSMISSION

Attachments: 20250825 Tenure Map - Amended Northern Transmission s91 Licence.pdf; 20250825 Aerial Map - Amended Northern Transmission s91 Licence.pdf; 20241220 Shapefile - Northern Transmission (Original - Note additional Shape File for Amendment).zip; 20250825 Shape File - NREH_s91_Increased_Areas (Northern Transmission s91 Licence).zip

Fyi

Kind regards

Felicity Anderson

Executive Assistant and Administration Supervisor



(08) 9980 0600



Main Street, Meekatharra WA



meekatharra.wa.gov.au



Shire of Meekatharra advises that precautions have been taken to minimise the risk of transmitting software viruses, but we advise you to carry out your own virus checks on any attachment to this email. Shire of Meekatharra does not accept liability for any loss or damage caused by software viruses. If you are not the intended recipient of this email, then you must not disseminate, copy or take any action in reliance on it and you must delete the email (and any attachment) from your computer memory and destroy all hard and other copies of it. If you have received this message in error please notify us immediately.

From: Matthew Rule <Matthew.Rule@dplh.wa.gov.au>
Sent: Wednesday, 27 August 2025 9:52 AM
To: Generic Meeka <ceo@meekashire.wa.gov.au>
Subject: RE: PROPOSED GRANT OF SECTION 91 LAND ADMINISTRATION ACT 1997 LICENCE TO APA PILBARA HOLDINGS PTY LTD – SHIRES OF MEEKATHARRA AND EAST PILBARA – NORTHERN AND SOUTHERN TRANSMISSION

OFFICIAL

Good Morning Mr Cain,

I refer to the below referral email from my colleague Rebecca Somerford dated 21 February 2025 regarding an application from APA Pilbara Holdings Pty Ltd (**APA**) for two section 91 *Land Administration Act 1997* Licences associated with the Southern Transmission and Northern Transmission Lines for the Newman Renewable Energy Hub.

APA have recently contacted the Department of Planning, Lands and Heritage with a request to expand the area of the Northern Transmission Licence from approximately 8,700 hectares to approximately 16,080 hectares. No additional land parcels are impacted by the updated request only larger areas of the affected pastoral leases, unallocated Crown land and unmanaged Reserve 9698. I can confirm that the Great Northern Highway road corridor will continue to be excluded from the licence area. No changes to the Southern Transmission Line Licence at this stage.

I have attached updated aerial and tenure maps for your information and reference along with a shape file for the new licence areas, which combined with the previous shape file make up the updated licence area.

If the Shire of Meekatharra (**Shire**) have any comments to make as a result of the updated request from APA it would be appreciated if comments could be provided within 42 days of this email (8 October 2025). If no comments are provided by this date it will be assumed the Shire have no comments to provide in regards to the updated proposal.

Please do not hesitate to contact me if you have any queries regarding the proposal.

Kind Regards,
Matt.

Matthew Rule

Project Officer | Land Management Central

Department of Planning, Lands and Heritage

140 William Street, Perth WA 6000

W: dplh.wa.gov.au | P: 6552 4435



The Department of Planning, Lands and Heritage acknowledges Aboriginal people as the traditional custodians of Western Australia. We pay our respects to the Ancestors and Elders, both past and present, and the ongoing connection between people, land, water, and community. We acknowledge those who continue to share knowledge, their traditions and culture to support our journey for reconciliation. In particular, we recognise land and cultural heritage as places that hold great significance for Aboriginal people. Learn more about our [Stretch Reconciliation Action Plan](#).

Disclaimer: This email and any attachments are confidential and may be legally privileged. If you are not the intended recipient, any disclosure, distribution or copying of this material is strictly prohibited. If you have received this email in error, please notify the sender immediately by replying to this email, then delete both emails from your system.

From: Rebecca Somerford

Sent: Friday, 21 February 2025 9:44 AM

To: ceo@meekashire.wa.gov.au

Subject: PROPOSED GRANT OF SECTION 91 LAND ADMINISTRATION ACT 1997 LICENCE TO APA PILBARA HOLDINGS PTY LTD – SHIRES OF MEEKATHARRA AND EAST PILBARA – NORTHERN AND SOUTHERN TRANSMISSION

Job No: 2500112 File No: L01175-2014

Dear Nathan Cain

PROPOSED GRANT OF SECTION 91 LAND ADMINISTRATION ACT 1997 LICENCES TO APA PILBARA HOLDINGS PTY LTD – SHIRES OF MEEKATHARRA AND EAST PILBARA – NORTHERN AND SOUTHERN TRANSMISSION

The Department of Planning, Lands and Heritage (**Department**) has received two applications from APA Pilbara Holdings Pty Ltd (ABN 33 126 822 802) (**APA**) requesting the grant of section 91 *Land Administration Act 1997* (**LAA**) Licences for its Northern and Southern Transmission corridors associated with the Newman Renewable Energy Hub (**NREH**) for a term of three years.

The NREH is proposed to include a wind farm, solar farm, battery energy storage systems and transmission infrastructure connecting generation facilities to APA's existing electricity network.

The relevant land details are as follows:

Licence 1

- Lot 29 on Deposited Plan (**DP**) 238020, LR 3072-382 being Lease N049932 (Sylvania Station)
- Lot 22 DP 220355, LR 3072-374 being Lease N049724 (Ethel Creek Station)
- Lot 100 DP 220355, LR 3064-443 being Lease N049724 (Ethel Creek Station)
- Unmanaged Reserve 9698 ('Fortescue Cue Stock Route')

Please note that the portion Great Northern Highway is excluded from the proposed licence area, more particularly described as Lot 44 DP 217099, LR 3122-946.

Licence 2

- Lot 23 DP 220388, LR 3072-376 being Lease N050533 (Prairie Downs Station)
- Lot 29 DP 238020, LR 3072-382 being Lease N049932 (Sylvania Station)
- Lot 22 DP 220355, LR 3072-374 being Lease N049724 (Ethel Creek Station)

Please note that the portion of Great Northern Highway is excluded from the proposed licence area, more particularly described as Lot 45 DP 217099, LR 3122-947 and Lot 44 DP 217099, LR 3122-946.

The licence is proposed to be granted for the purpose of *"Investigatory works including environmental and cultural heritage surveys, geotechnical engineering investigations of ground conditions, temporary installation of wind and solar monitoring equipment, construction of temporary access tracks and laydown areas associated with the future development of a renewable energy project and such other activities as are reasonably necessary for or incidental to these investigatory works."*

The grant of the Licence will facilitate feasibility studies in relation to APA's proposed establishment of a green hydrogen production facility. Please refer to the attached Tenure Maps, Aerial Maps and Shape Files for your information and reference.

The application for the Northern Transmission covers approximately 8700 hectares and is located approximately 2.5km south of the Newman townsite at its northern most point.

The application for the Southern Transmission covers approximately 9700 hectares and is located approximately 15km south of the Newman townsite at its northern most point.

To facilitate this proposal, I ask if the Shire of Meekatharra may please provide their comments in relation to the proposed grant of the Licence within 60 days of this email.

It would be appreciated if you could provide two separate responses in respect of each application clearly labelled either 'Northern Transmission' or 'Southern Transmission'.

Please note, APA may contact you directly to discuss its Project, the Licence and with any queries.

If you have any queries or require any further information, please contact me quoting the above reference and job number.

Kind regards

Rebecca Somerford

Project Officer | Land Management Central
Department of Planning, Lands and Heritage
140 William Street, Perth WA 6000
W: wa.gov.au/dplh | P: 6551 8125



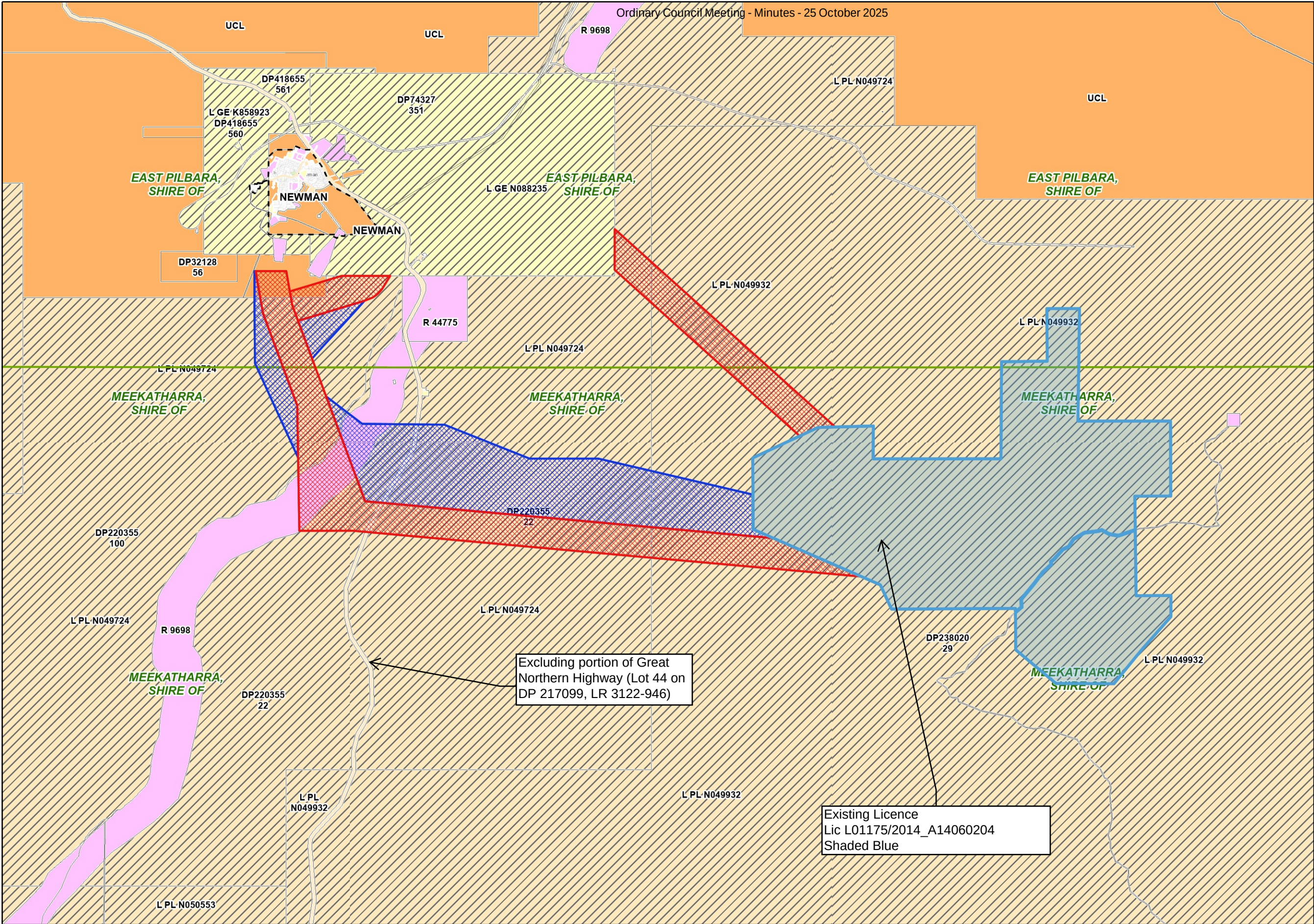
The Department of Planning, Lands and Heritage acknowledges Aboriginal people as the traditional custodians of Western Australia. We pay our respects to the Ancestors and Elders, both past and present, and the ongoing connection between people, land, water, and community. We acknowledge those who continue to share knowledge, their traditions and culture to support our journey for reconciliation. In particular, we recognise land and cultural heritage as places that hold great significance for Aboriginal people. Learn more about our [Reconciliation Action Plan](#).

Disclaimer: this email and any attachments are confidential and may be legally privileged. If you are not the intended recipient, any use, disclosure, distribution or copying of this material is strictly prohibited. If you have received this email in error, please notify the sender immediately by replying to this email, then delete both emails from your system.

This email and any attachments to it are also subject to copyright and any unauthorised reproduction, adaptation or transmission is prohibited.

There is no warranty that this email is error or virus free.

This notice should not be removed.



Legend

Local Government Area
Townsites
Cadastre (View 3)

Land Tenure Large Scale ALL

- Easements
- Other Interests
- Crown Lease
- Crown Reserve
- State Forest; Timber Reserve
- Marine Park
- Water Isolation
- Public Road
- Unallocated Crown Land; Closed Road
- Miscellaneous (Type 3)
- Crown Allotment (Type 2)
- Building, Survey Strata Lots
- Lot on Survey (Type 1)

Land Tenure Large Scale 256K

- Easements
- Other Interests
- Crown Lease
- Crown Reserve
- State Forest; Timber Reserve
- Marine Park
- Water Isolation
- Public Road
- Unallocated Crown Land; Closed Road
- Miscellaneous (Type 3)
- Crown Allotment (Type 2)
- Building, Survey Strata Lots
- Lot on Survey (Type 1)

Land Tenure Small Scale ALL

- Easements
- Other Interests
- Crown Lease
- Crown Reserve
- State Forest; Timber Reserve
- Marine Park
- Water Isolation
- Public Road
- Unallocated Crown Land; Closed Road

Notes:

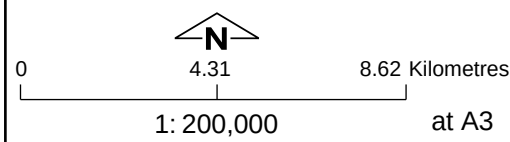
* The data that appears on the map may be out of date, not intended to be used at the scale displayed, or subject to license agreements. The map should only be used in matters related to Department of Planning, Lands and Heritage business.

* This map is not intended to be used for measurement purposes.

Proposed Addition to Section 91 Licence (Northern Transmission Corridor)

Original Section 91 LAA Licence Application (Hatched Red), New Section 91 LAA Licence Application (Hatched Blue)

DPLH BUSINESS USE ONLY

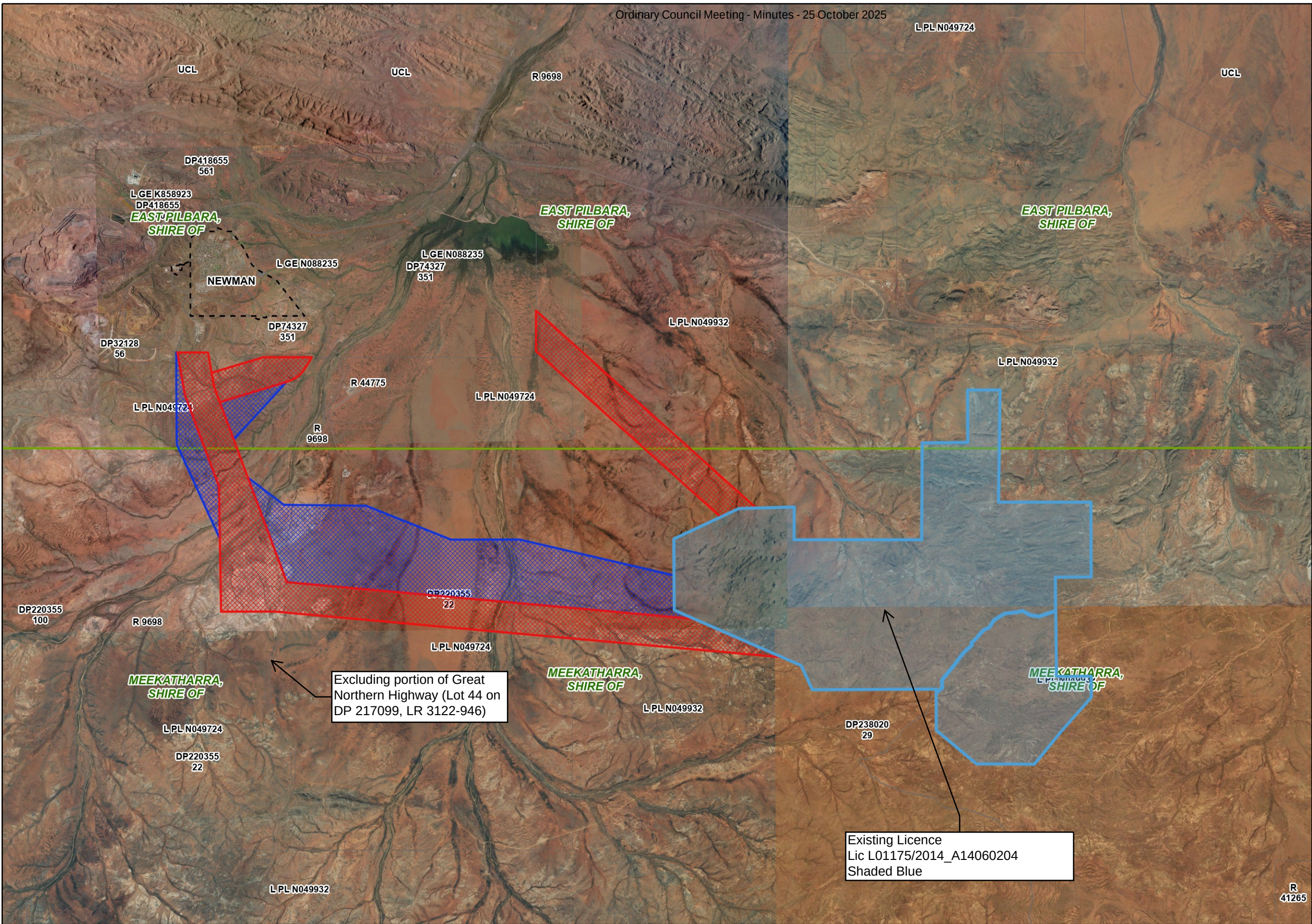


LPL N049724



Legend

- Local Government Area
- Townsites
- Cadastre (View 3)



Notes:

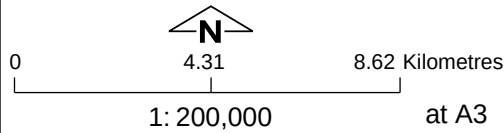
* The data that appears on the map may be out of date, not intended to be used at the scale displayed, or subject to license agreements. The map should only be used in matters related to Department of Planning, Lands and Heritage business.

* This map is not intended to be used for measurement purposes.

Proposed Addition to Section 91 Licence (Northern Transmission Corridor)

Original Section 91 LAA Licence Application (**Hatched Red**), New Section 91 LAA Licence Application (**Hatched Blue**)

DPLH BUSINESS USE ONLY



Antonio Giometti

From: MYBURGH, Jennifer <Jennifer.MYBURGH@dmpe.wa.gov.au>
Sent: Wednesday, 1 October 2025 3:08 PM
To: Meekatharra CSO
Subject: MTD-TEN - Referral to Shire - Recreation Reserve 10633 - Mining Lease 51-926
Attachments: MTD-TEN - Referral to Shire - M51-926.pdf; M51-926 - Plan.pdf; M51-926 - Application Form 21.pdf

Good afternoon

Please find attached correspondence in relation to the abovementioned matter for your consideration.

Kind regards

Jennifer

Jennifer Myburgh | Senior Tenure Officer
Resource Tenure Division

Department of Mines, Petroleum and Exploration

100 Plain Street EAST PERTH WA 6004

Tel: 9222 3836

jennifer.myburgh@dmpe.wa.gov.au | www.dmpe.wa.gov.au



**Department of Mines,
Petroleum and Exploration**

We respectfully acknowledge Aboriginal peoples as being the traditional custodians of Western Australia.

We acknowledge the enduring connection Aboriginal people continue to share with the land, sea and sky through both their ancestral ties and custodianship to Country.

We pay our respect to Elders both past and present, and acknowledge the value brought through the collective contribution of Aboriginal and Torres Strait Islander peoples across Western Australia.

DISCLAIMER: This email, including any attachments, is intended only for use by the addressee(s) and may contain confidential and/or personal information and may also be the subject of legal professional privilege. If you are not the intended recipient, you must not disclose or use the information contained in it. In this case, please let me know by return email, delete the message permanently from your system and destroy any copies. Before you take any action based upon advice and/or information contained in this email you should carefully consider the advice and information and consider obtaining relevant independent advice.



Department of Mines,
Petroleum and Exploration
Resource Tenure

Our ref M51/926
Enquiries Jennifer Myburgh
9222 3836
Jennifer.myburgh@dmpe.wa.gov.au

Chief Executive Officer
Shire of Meekatharra
PO Box 129
MEEKATHARRA WA 6642

By email: cso@meekashire.wa.gov.au

Dear Sir/Madam

**APPLICATION FOR MINING LEASE 51/926 BY NM GOLD OPERATIONS PTY LTD
SITUATED ON RECREATION RESERVE 10633**

Under Sections 23 to 26 of the *Mining Act 1978*, mining may be carried out on certain classes of land with the written consent of the Hon Minister for Mines and Petroleum.

In respect to reserves vested with local authorities, the Minister for Mines and Petroleum is to first consult and obtain the recommendation of the vested authority and the responsible Minister before he can grant consent to mine.

The Minister for Mines and Petroleum has therefore directed that I commence the consultation process and obtain your Council's comments and recommendation regarding the impact of the application on the reserve listed above.

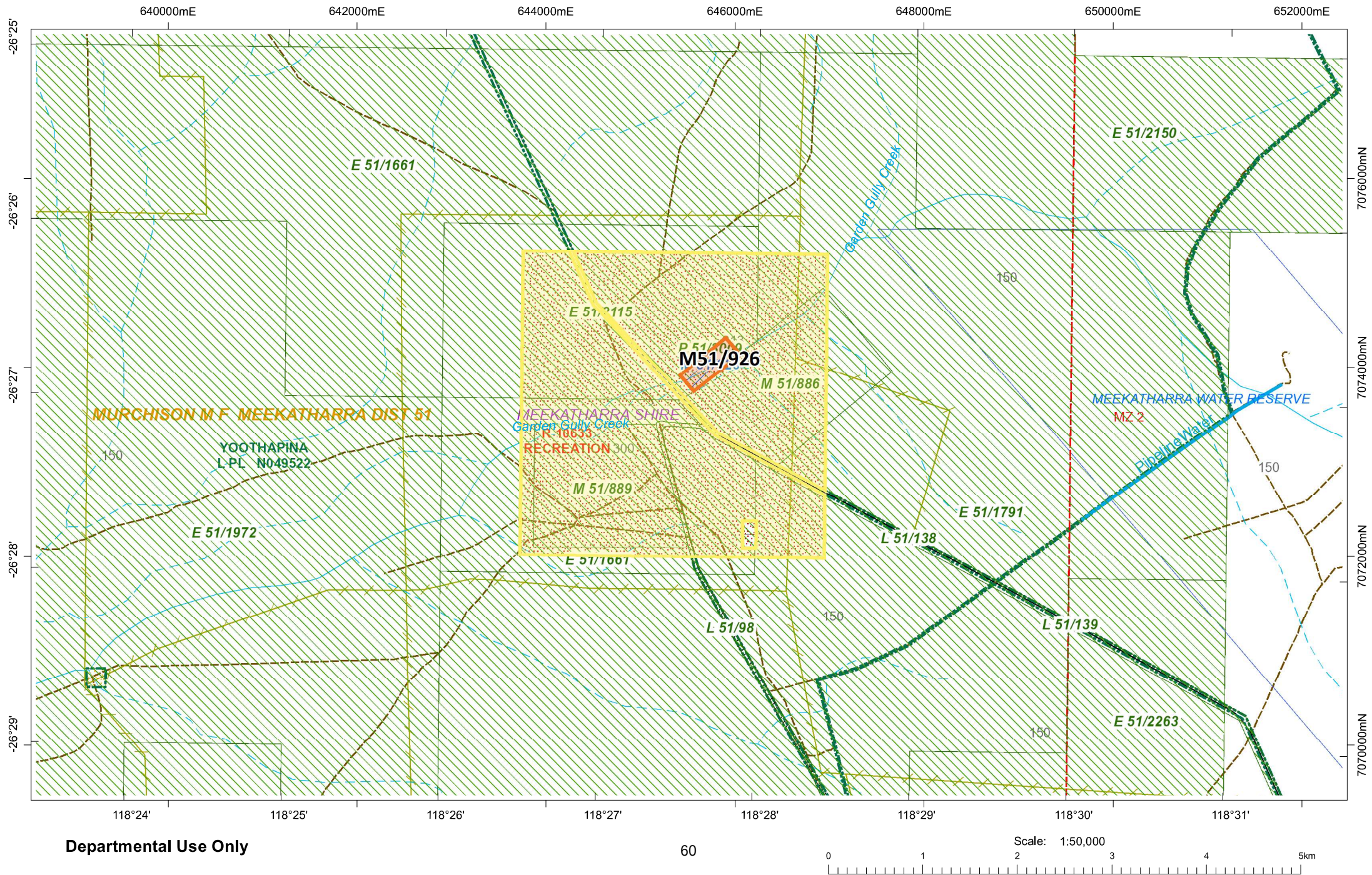
Enclosed is a copy and plan of the application for this purpose.

Your timely response would be greatly appreciated.

Yours faithfully

Jennifer Myburgh

Jennifer Myburgh | Senior Tenure Officer
Resource Tenure Division
01 October 2025



Form 21

WESTERN AUSTRALIA

Mining Act 1978

(Secs. 41, 58, 70C, 74, 86, 91, Reg. 64)

APPLICATION FOR MINING TENEMENT

(a) Type of tenement	(a) Mining Lease		No. M 51/926
(b) Time & Date marked out (where applicable)	(b) 16/08/2025 14:20:00	(c) MURCHISON	
(c) Mineral Field			
For each applicant:	(d) and (e)		(f) Shares
(d) Full Name and ACN/ABN	NM GOLD OPERATIONS PTY LTD (ACN: 113 854 596)		100
(e) Address	C/- MCMAHON MINING TITLE SERVICES PTY LTD, PO BOX 6301, EAST PERTH, WA, 6892		
(f) No. of shares			(g) Total 100
(g) Total No. of shares			
DESCRIPTION OF GROUND APPLIED FOR:	(h) KYARRA		
(For Exploration Licences see Note 1. For other Licences see Note 2. For all Licences see Note 3.)	(i) Datum situated at most western corner of late surveyed M51/324		
	(j) From Datum GDA 94 co-ordinates in Zone 50		
	Thence to most western corner of late surveyed GML51/2288		
	Thence to most western corner of late surveyed GML51/2282		
	Thence to most northern corner of late surveyed M51/324		
	Thence 7,074,139 mN 646,050 mE		
	Thence 7,073,750 mN 645,562 mE		
	BACK TO DATUM		
(h) Locality			
(i) Datum Peg			
(j) Boundaries			
(k) Area (ha or km ²)	(k) 15.00000 HA		
(l) Signature of applicant or agent (if agent state full name and address)	(l) Amy Probert PO BOX 6301, EAST PERTH, WA, 6892		Date: 26/08/2025

OFFICIAL USE

A NOTICE OF OBJECTION may be lodged at any mining registrar's office on or before the 30th day of September 2025 (See Note 4).

Where an objection to this application is lodged the hearing will take place on a date to be set.

Received at	09:47:08	on	26 August	2025	with fees of
Application	\$685.00				
Rent	\$439.50				
TOTAL	\$1,124.50				
Receipt No:	56401003326				

Mining Registrar

NOTES

Note 1: EXPLORATION LICENCE

- (i) Attachments 1 and 2 form part of every application for an exploration licence and must be lodged with this form in lieu of (h), (i), (j) and (k) above.
- (ii) An application for an Exploration Licence shall be accompanied by a statement specifying method of exploration, details of the proposed work programme, estimated cost of exploration and technical and financial ability of the applicant(s).

Note 2: PROSPECTING/MISCELLANEOUS LICENCE AND MINING/GENERAL PURPOSE LEASE

- (i) This application form shall be accompanied by a map on which are clearly delineated the boundaries of the area applied for.

Note 3: GROUND AVAILABILITY

- (i) The onus is on the applicant to ensure that ground is available to be marked out and/or applied for.
- (ii) The following action should be taken to ascertain ground availability:
 - (a) public plan search; (b) register search; (c) ground inspection.

Note 4: ALL APPLICATIONS OVER PRIVATE LAND

The period for lodgement of an objection is within 21 days of service of this notice, or the date noted above for lodging objections, whichever is the longer period.



Legend

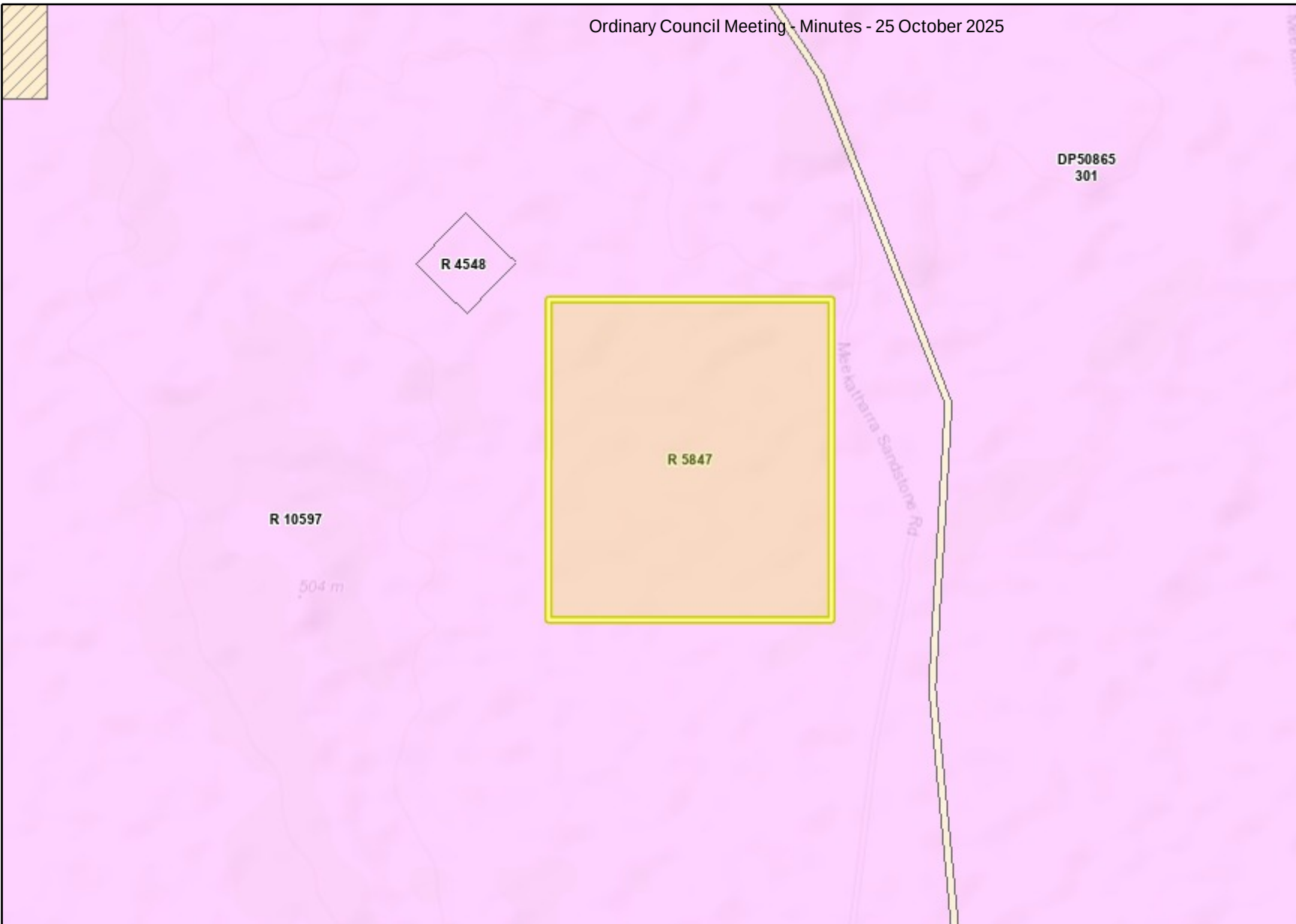
- ☐ Cadastre (View 1)
- Land Tenure Large Scale ALL**
- Easements
 - Other Interests
 - Crown Lease
 - Crown Reserve
 - State Forest; Timber Reserve
 - Marine Park
 - Water Isolation
 - Public Road
 - Unallocated Crown Land; Closed Road
 - Miscellaneous (Type 3)
 - Crown Allotment (Type 2)
 - Building, Survey Strata Lots
 - Lot on Survey (Type 1)
- Land Tenure Large Scale 256K**
- Easements
 - Other Interests
 - Crown Lease
 - Crown Reserve
 - State Forest; Timber Reserve
 - Marine Park
 - Water Isolation
 - Public Road

Notes:

* The data that appears on the map may be out of date, not intended to be used at the scale displayed, or subject to license agreements. The map should only be used in matters related to Department of Planning, Lands and Heritage business.

* This map is not intended for measurement purposes.

Map was produced using DPLH's InQuery.



InQuery Map

DPLH BUSINESS USE ONLY

Internal Spatial Viewer

Aerial photography © Nearmap and/or © Western Australian Land Information Authority (Landgate).
Location information data licensed from Western Australian Land Information Authority (WALIA) trading as Landgate. Copyright in the location information data remains with WALIA. WALIA does not warrant the accuracy or completeness of the location information data or its suitability for any particular purpose.



0 0.39 0.78 Kilometres

1: 18,056

at A4

Projection: WGS 1984 Web Mercator Auxiliary Sphere
Graticules (if visible): GDA 1994 Latitude/Longitude

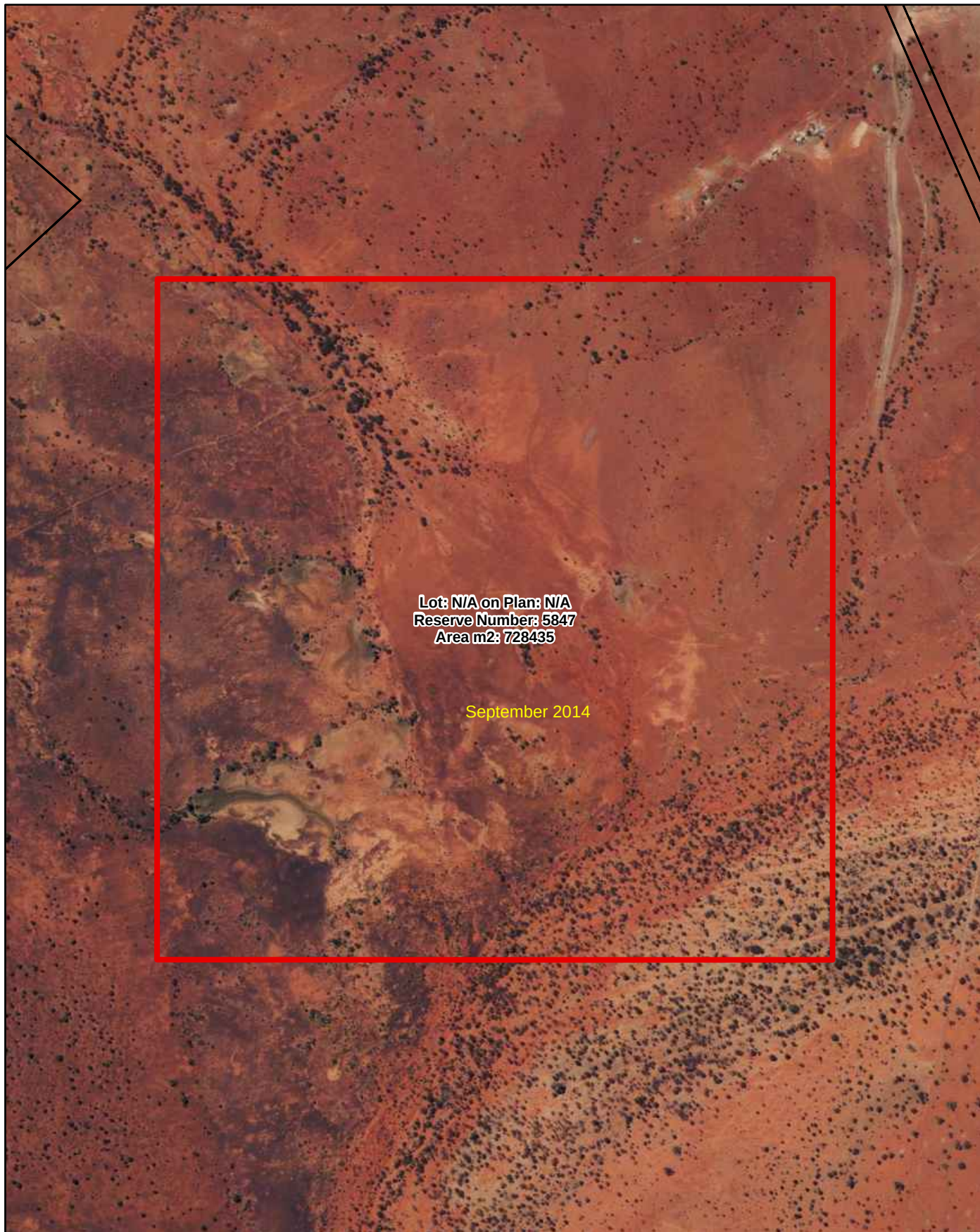
Date produced:

13-Oct-2025



Land Assessment Report Map: 1 Aerial and Land Details

Drone Data and Mapping Writings - 26/09/2025



INTERNAL USE ONLY

Produced by Data Analytics,
 Department of Planning, Lands and Heritage,
 on behalf of the Western Australian
 Planning Commission. Copyright © 26/09/2025

Legend

- Assessment Boundary
- Cadastre



Land Parcel Details

Reserve Number(s)	5847
Reserve Name	N/A
Reserve Purpose	RACECOURSE
Management Order 1 (MO1)	N/A
Management Order 2 (MO2)	N/A
Management Order 3 (MO3)	N/A
Management Order 4 (MO4)	N/A
Lot Number(s)	N/A
Street Address	N/A
Title Number	N/A
Graphic	N/A
Polygon Number	1018582
Tenure Type	Reserve (Type 3 R)
Lot Type	RESVE
Land Name	R 5847
Owner Name	N/A
Responsible Agency	DEPARTMENT OF PLANNING, LANDS AND HERITAGE (SLSD)
LGA	MEEKATHARRA, SHIRE OF
Within Townsite	N/A
Parcel Area m2	728435
Pastoral Lease	N/A
Pastoral Lease ID	N/A
LUM Active Consideration	Request for Comment
Lodged Survey	N/A
Lodged Status	N/A
Easement	N/A

**ALT Estate Details**

Land Reference No.	N/A
Land Name	N/A
Part 3	N/A

Mining Tenement Details

Tenement ID	See excel file for details
Tenement Type	See excel file for details
Survey Status	See excel file for details
Tenement Status	See excel file for details
Current Holder 1	See excel file for details
DMIRS s16(3) Zone	N/A

Environment and Coastal Details

DWER ESA	N/A
Cst Erosion Hotspot	N/A
Cst Erosion Watchlist	N/A
Plan For Our Parks	N/A

Aboriginal Cultural Heritage

ID	See excel file for details
Name	See excel file for details
Boundary Restricted	See excel file for details
Boundary Reliable	See excel file for details
Culturally Sensitive	See excel file for details
Culturally Sensitive Nature	See excel file for details
Status	See excel file for details
Place Type	See excel file for details

NOTE: This report is not intended as a substitute for carrying out a search for Aboriginal Heritage using the Aboriginal Cultural Heritage Inquiry System. For more information about Aboriginal Cultural Heritage, please contact the Aboriginal Heritage team (AboriginalHeritage@dplh.wa.gov.au).

Only Aboriginal heritage sites and other Aboriginal heritage places that have been reported to the Department are shown here. Please be advised that the *Aboriginal Heritage Act 1972* protects all Aboriginal heritage sites, whether or not they are known to the Department.

**INTERNAL USE ONLY****State Heritage**

Place Name	See excel file for details
Place Number	See excel file for details
Location	See excel file for details
LGA	See excel file for details
Registered Place	See excel file for details

Cadastral Extent of the Dampier to Bunbury Natural Gas Pipeline (DBNGP)

Within Extent	N/A
----------------------	-----

Metronet 1km Buffer Details

Within Metronet 1km	N/A
Metronet Rail Name	N/A

Region Scheme Details

Zone Description	N/A
Region Scheme	N/A

Local Planning Scheme Details

LPS Zone	See excel file for details
Zone Category	See excel file for details
LGA	MEEKATHARRA, SHIRE OF
LPS Class	See excel file for details
Gazettal	See excel file for details

Separate Proceeding Area for Yamatji Nation Agreement

Claim Details	N/A
Area	N/A

**Native Title Determination Details**

Federal Court Ref	See excel file for details
Determination Name	See excel file for details
Land ID Number	See excel file for details
Registered NT Body	See excel file for details
Area km2	See excel file for details
Method	See excel file for details
Determined in-full	See excel file for details
Outcome	See excel file for details
Registration Date	See excel file for details
Determination Date	See excel file for details
Determination Ref	See excel file for details
Comments	See excel file for details

**Native Title Determination Outcomes Details**

Name	See excel file for details
Federal Court Ref	See excel file for details
Method	See excel file for details
Type	See excel file for details
Outcome	See excel file for details
RNTBC Name	See excel file for details
NT Hold	See excel file for details
Area km2	See excel file for details
Date Current	See excel file for details

RATSIB Details

Organisation	Yamatji Marlpa Aboriginal Corporation
Location	Geraldton
RATSIB Link	http://ymac.org.au/
Comments	N/A



Native Title ILUA Details

Agreement Authority	See excel file for details
Agreement Name	See excel file for details
Agreement Type	See excel file for details
Applicant Name	See excel file for details
Area km2	See excel file for details
Date Lodged	See excel file for details
Date Registered	See excel file for details
Land ID Number	See excel file for details
NNTT Number	See excel file for details
Status	See excel file for details
Comments	See excel file for details



Native Title Federal Court Details

NNTT Number	See excel file for details
Land ID Number	See excel file for details
Application Name	See excel file for details
Federal Court Ref	See excel file for details
Status	See excel file for details
Date Lodged/Filed	See excel file for details
Date Registered	See excel file for details
Date Unregistered	See excel file for details
Area km2	See excel file for details
Last Updated	See excel file for details
Comments	See excel file for details

**Native Title Registered Details**

Application Name	See excel file for details
Federal Court Ref	See excel file for details
Status	See excel file for details
Date Lodged/Filed	See excel file for details
Date Registered	See excel file for details
Passed Reg Test	See excel file for details
Date Unregistered	See excel file for details
Area km2	See excel file for details
Comments	See excel file for details

Proposed Conservation Lands - Assessment for Environmental Offsets FNA 17231

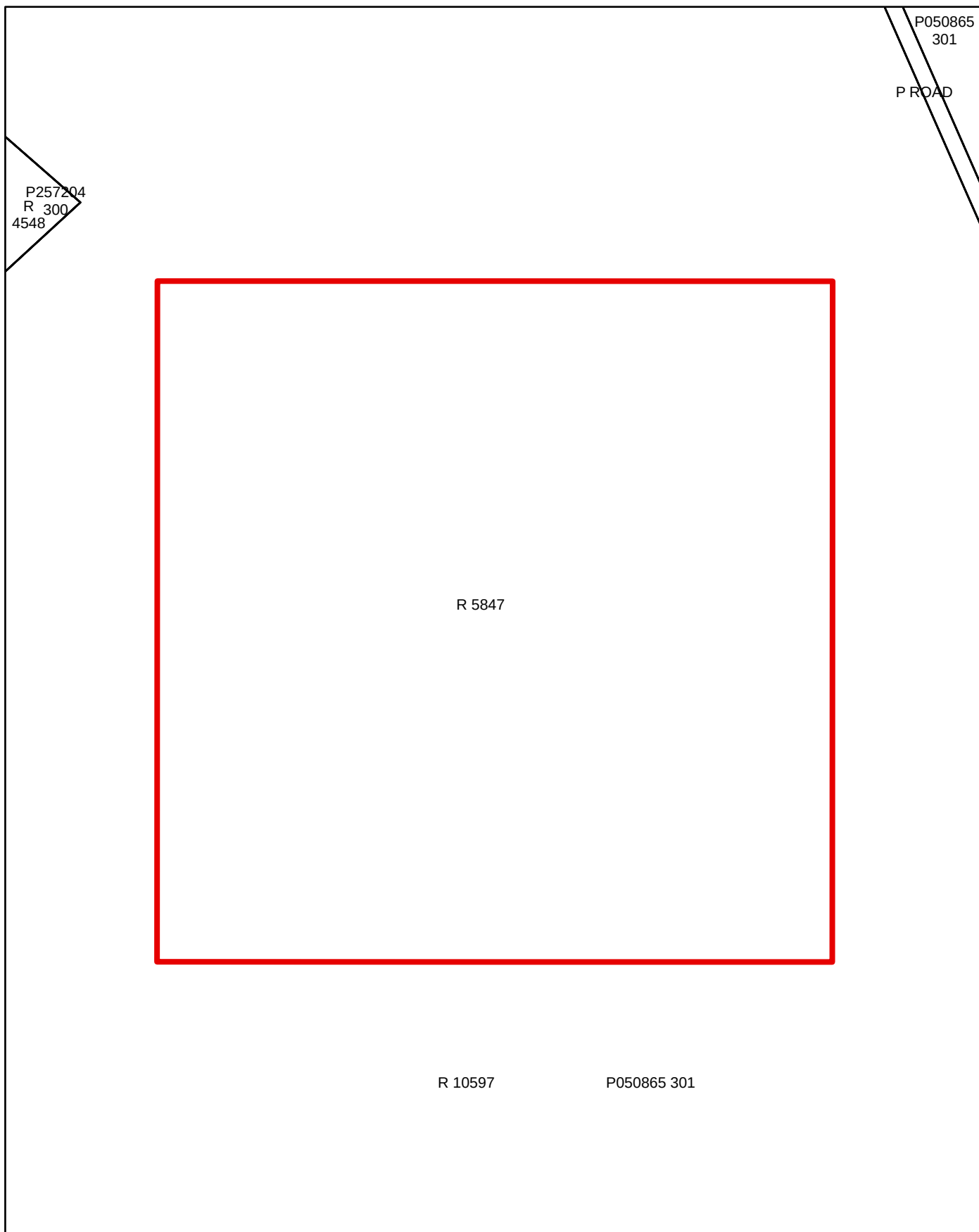
Impacted by FNA 17231	N/A
Comments	N/A



Land Assessment Report Map: 2

Cadastral Details

Original Scale: 1:100,000. Includes Footprint: 2025

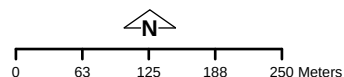


INTERNAL USE ONLY

Legend

-  Assessment Boundary
-  Cadastre

Produced by Data Analytics,
Department of Planning, Lands and Heritage,
on behalf of the Western Australian
Planning Commission. Copyright © 26/09/2025

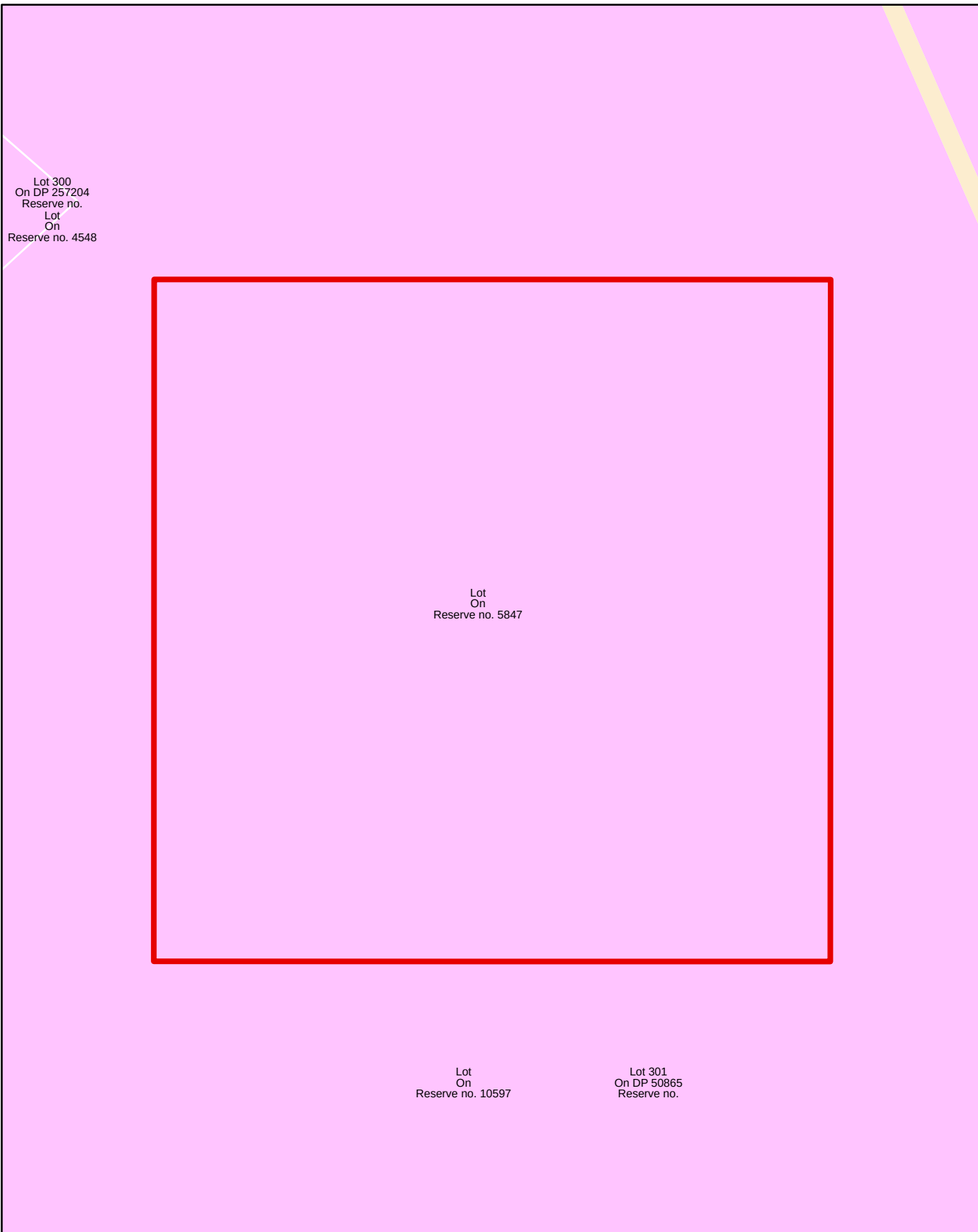




Land Assessment Report Map: 2-1

Land Tenure Map

Original Survey and Planning Minutes File No. 2609/2025



INTERNAL USE ONLY

Produced by Data Analytics,
Department of Planning, Lands and Heritage,
on behalf of the Western Australian
Planning Commission. Copyright © 26/09/2025

© 2025 Western Australian Land Information Authority
Location information data licensed from Western Australian Land Information Authority (WALIA) trading as
Landgate. Copyright in the location information data remains with WALIA. WALIA does not warrant the
accuracy or completeness of the location information data or it's suitability for any particular purpose.

Legend



Assessment
Boundary

Cadastre - Land Tenure



Lot on Survey
(Type 1)



Public Road



Reserve

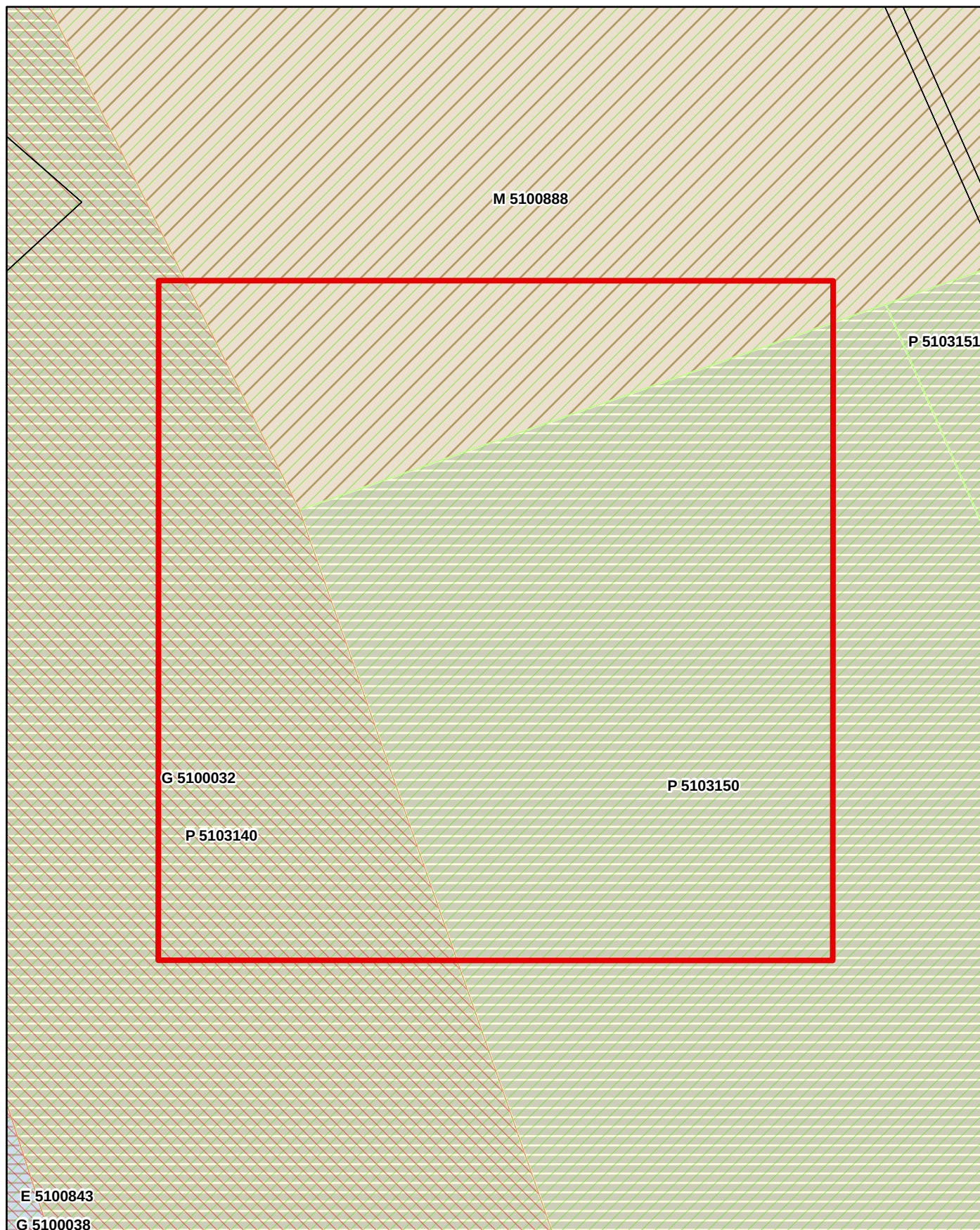


0 63 125 188 250 Meters



Land Assessment Report Map: 3 Mining Tenements

Prepared by Data Analytics, Department of Planning, Lands and Heritage, 26/09/2025



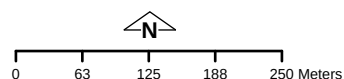
INTERNAL USE ONLY

Produced by Data Analytics,
Department of Planning, Lands and Heritage,
on behalf of the Western Australian
Planning Commission. Copyright © 26/09/2025

© 2025 Western Australian Land Information Authority
Location information data licensed from Western Australian Land Information Authority (WALIA) trading as
Landgate. Copyright in the location information data remains with WALIA. WALIA does not warrant the
accuracy or completeness of the location information data or it's suitability for any particular purpose.

Legend

	Assessment Boundary		PROSPECTING LICENCE
	Cadastral		Mining Status
	EXPLORATION LICENCE		LIVE
	GENERAL PURPOSE LEASE		PENDING
	MINING LEASE		

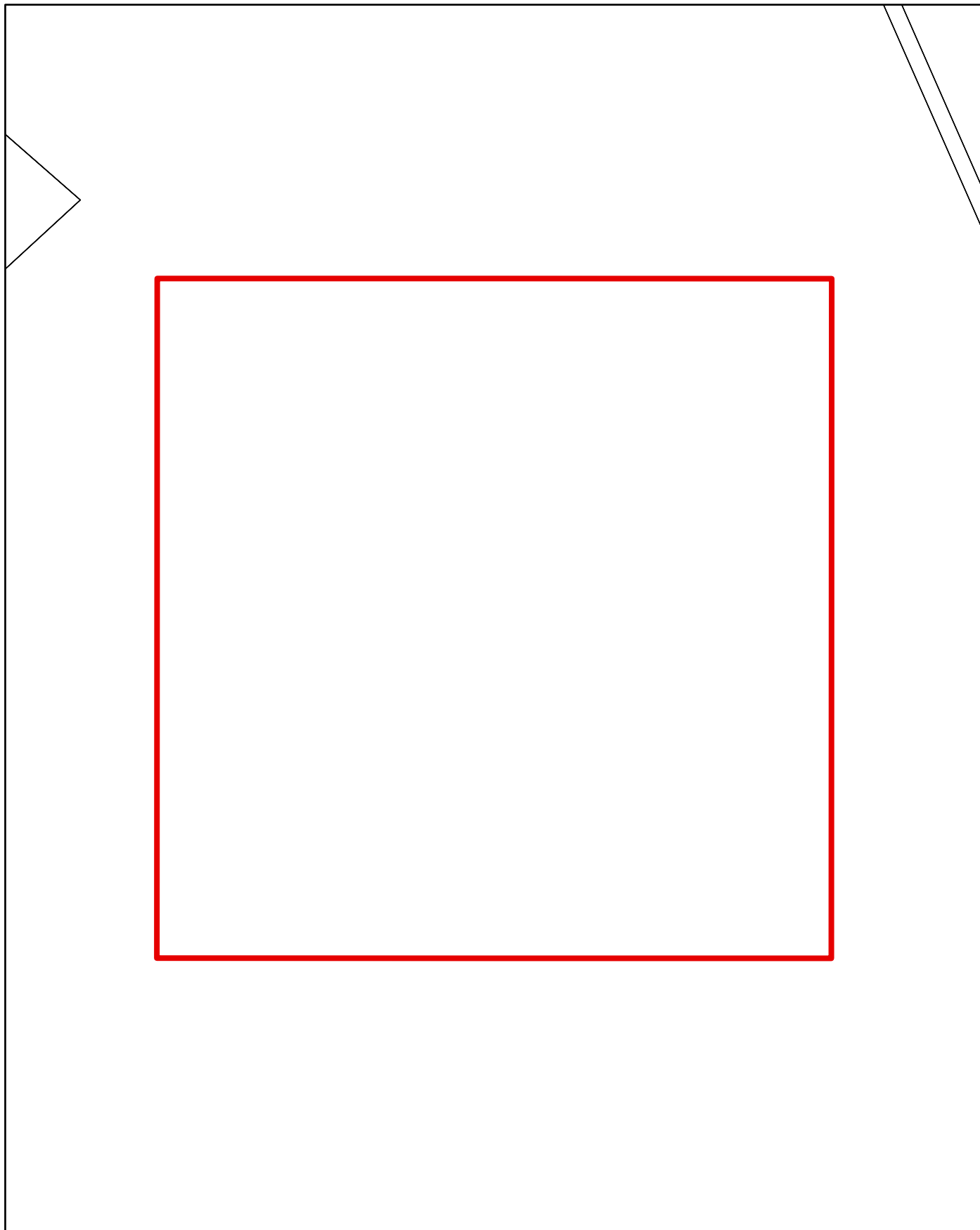




Land Assessment Report Map: 3-1

Native Title Registered

Original for public viewing purposes only. Expiry date 26/09/2025



INTERNAL USE ONLY

Produced by Data Analytics,
Department of Planning, Lands and Heritage,
on behalf of the Western Australian
Planning Commission. Copyright © 26/09/2025

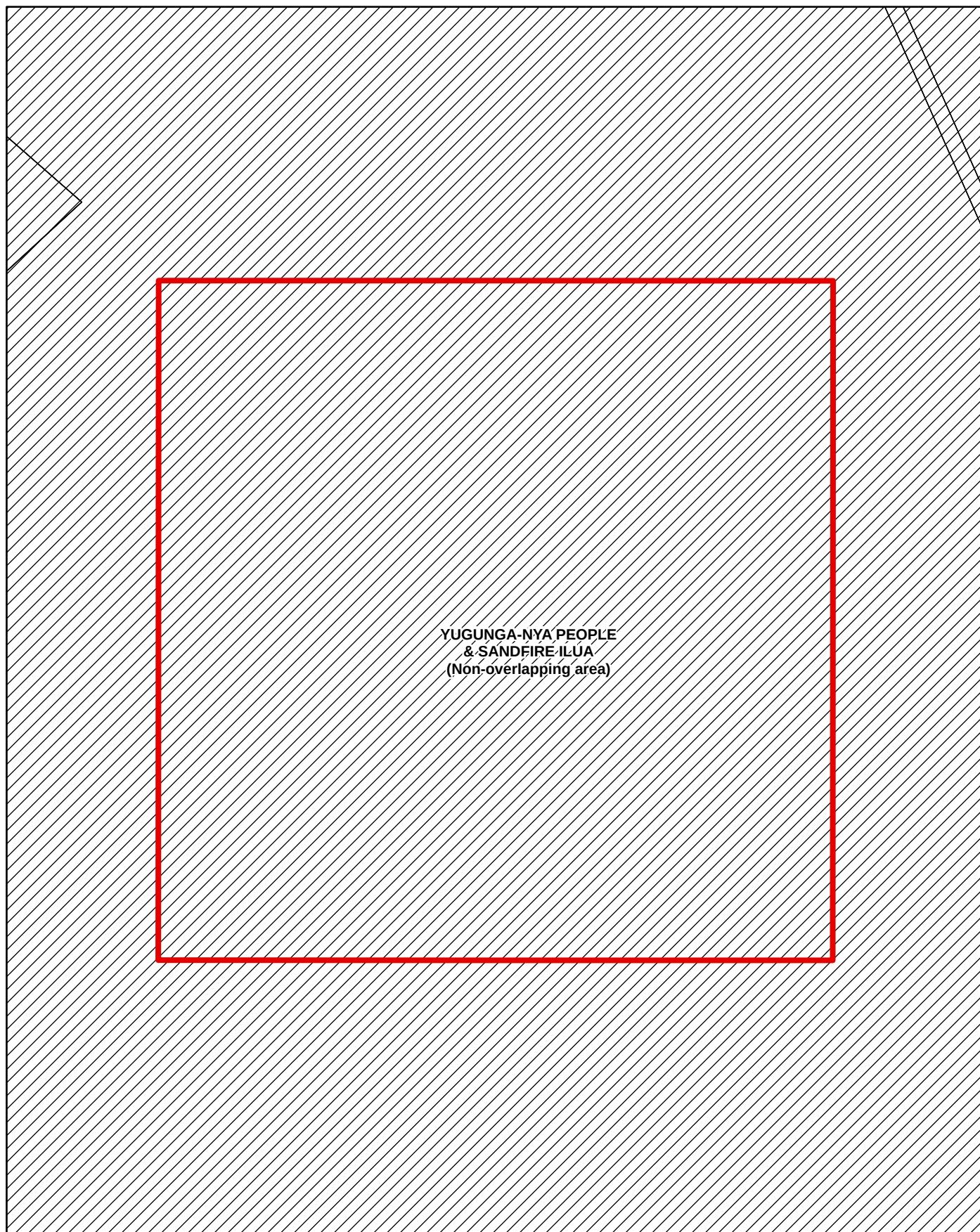
Legend

-  Assessment Boundary
-  Cadastre



Land Assessment Report Map: 3-2 Native Title ILUA

Originals and Working Minutes Report 2023



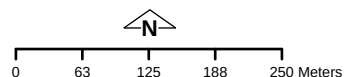
INTERNAL USE ONLY

Legend

-  Assessment Boundary
-  Cadastre
-  Native Title ILUA

Produced by Data Analytics,
 Department of Planning, Lands and Heritage,
 on behalf of the Western Australian
 Planning Commission. Copyright © 26/09/2025

© 2025 Western Australian Land Information Authority
 Location information data licensed from Western Australian Land Information Authority (WALIA) trading as
 Landgate. Copyright in the location information data remains with WALIA. WALIA does not warrant the
 accuracy or completeness of the location information data or it's suitability for any particular purpose.

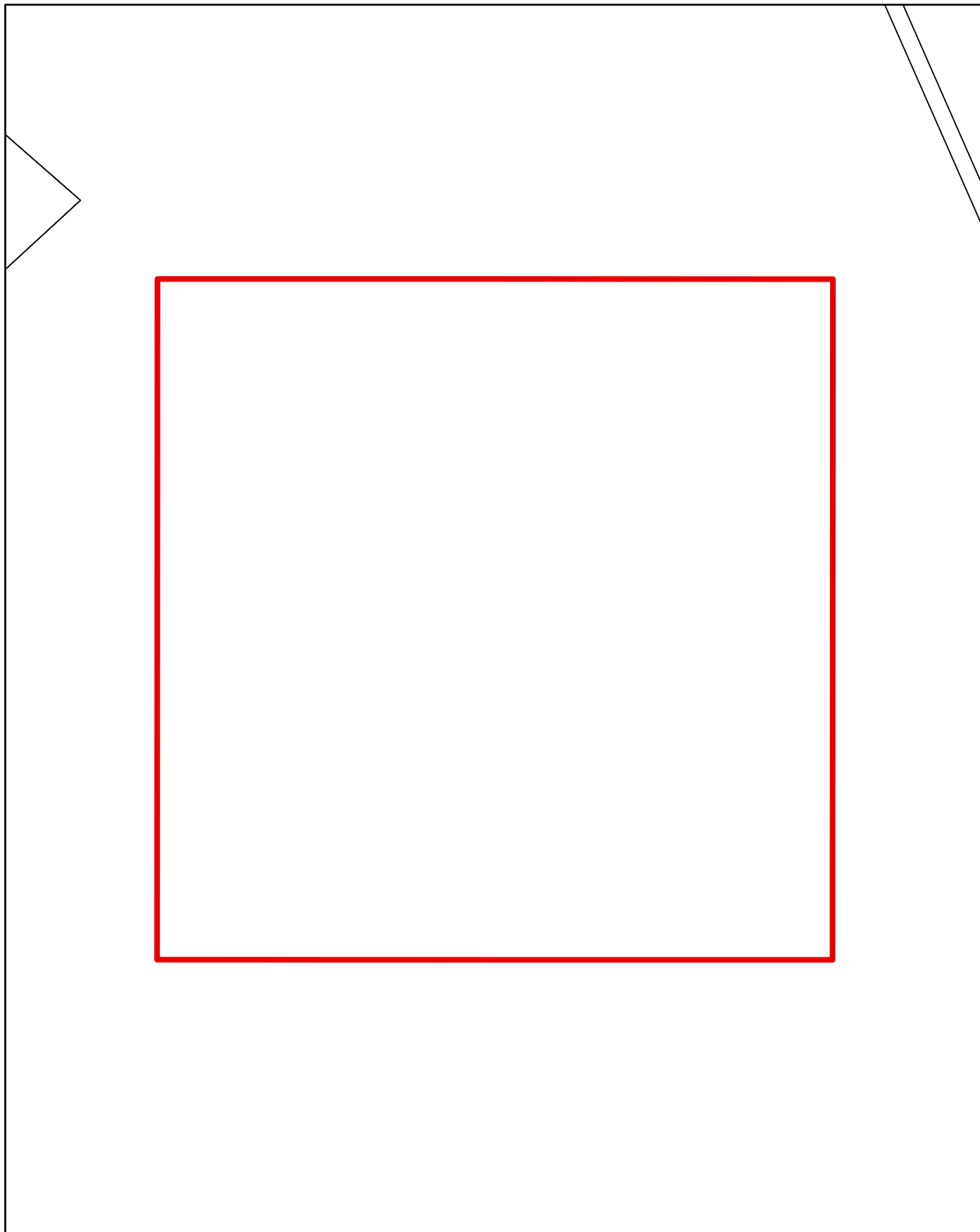




Land Assessment Report Map: 3-3

Native Title Federal Court

Original on Compulsory Mining Writs Exposed 2024



INTERNAL USE ONLY

Produced by Data Analytics,
Department of Planning, Lands and Heritage,
on behalf of the Western Australian
Planning Commission. Copyright © 2025

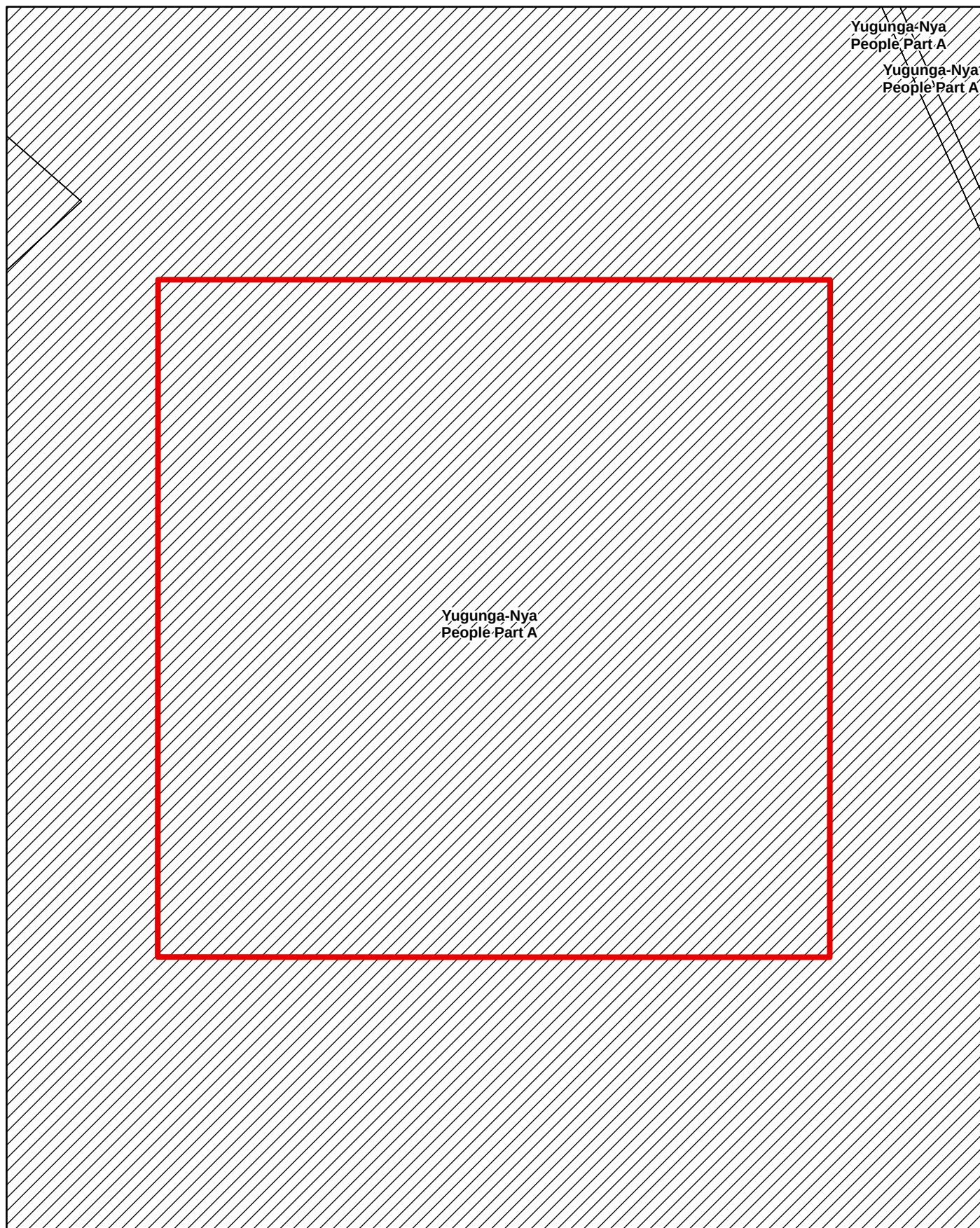
Legend

-  Assessment Boundary
-  Cadastre



Land Assessment Report Map: 3-4 Native Title Determination Outcomes

Originals and Working Minutes 26/09/2025



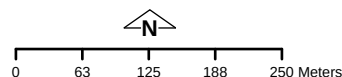
INTERNAL USE ONLY

Produced by Data Analytics,
 Department of Planning, Lands and Heritage,
 on behalf of the Western Australian
 Planning Commission. Copyright © 26/09/2025

Legend

-  Assessment Boundary
-  Cadastre
-  Native Title Determination Outcomes

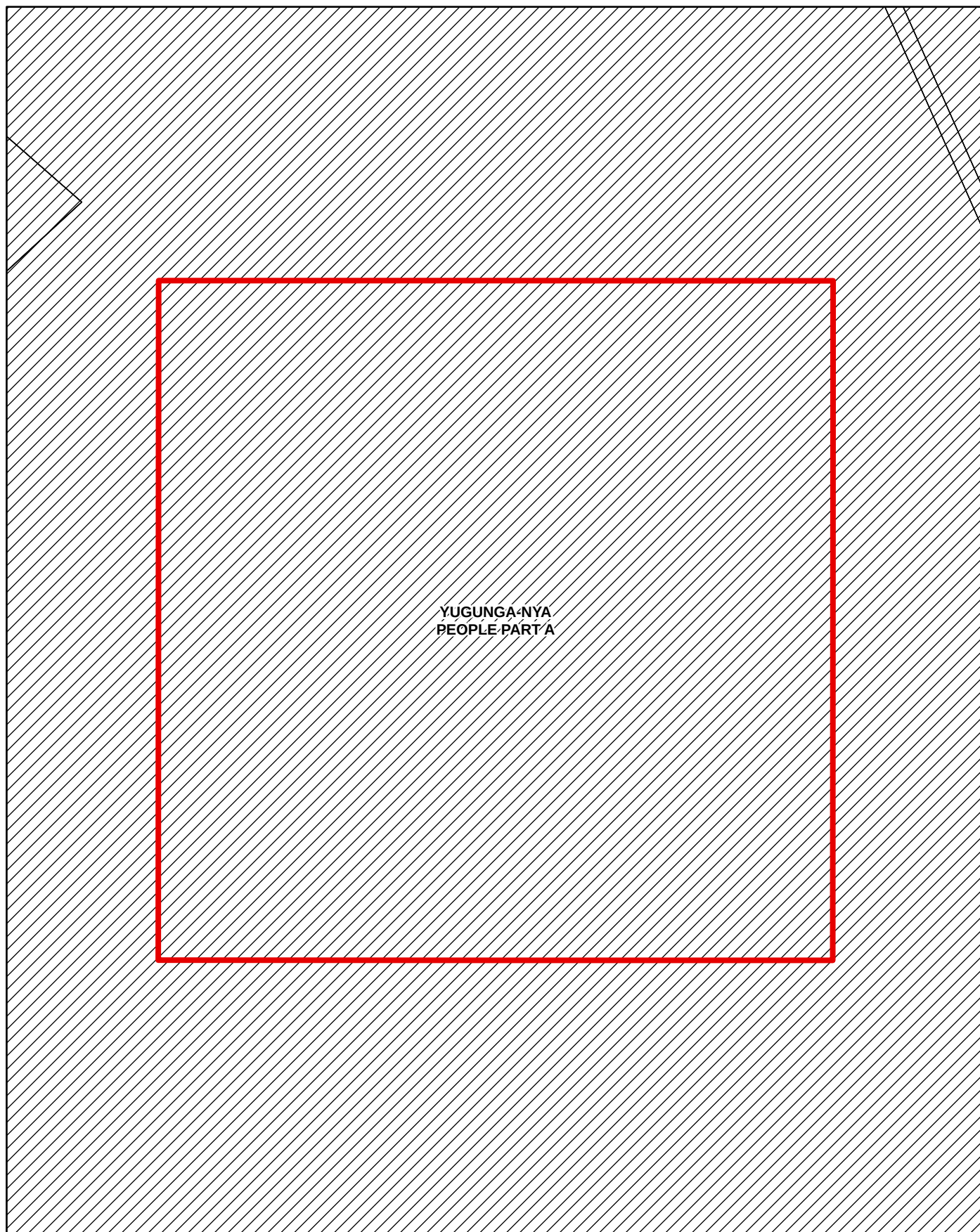
© 2025 Western Australian Land Information Authority
 Location information data licensed from Western Australian Land Information Authority (WALIA) trading as
 Landgate. Copyright in the location information data remains with WALIA. WALIA does not warrant the
 accuracy or completeness of the location information data or it's suitability for any particular purpose.





Land Assessment Report Map: 3-5 Native Title Determinations

Originals and Working Minutes Report 2023



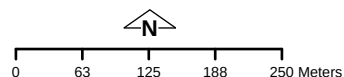
INTERNAL USE ONLY

Legend

-  Assessment Boundary
-  Cadastre
-  Native Title Determinations

Produced by Data Analytics,
 Department of Planning, Lands and Heritage,
 on behalf of the Western Australian
 Planning Commission. Copyright © 26/09/2025

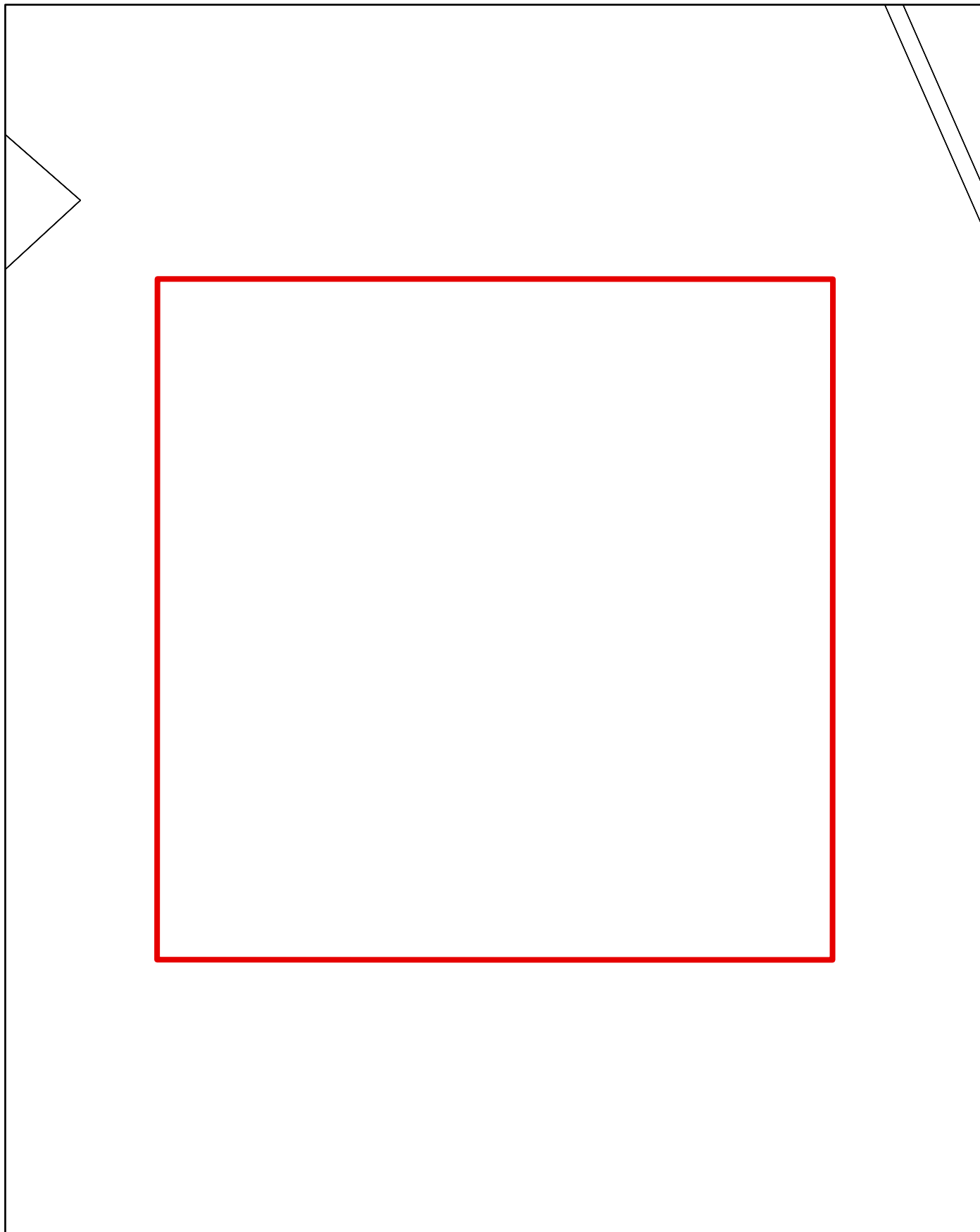
© 2025 Western Australian Land Information Authority
 Location information data licensed from Western Australian Land Information Authority (WALIA) trading as
 Landgate. Copyright in the location information data remains with WALIA. WALIA does not warrant the
 accuracy or completeness of the location information data or it's suitability for any particular purpose.





Land Assessment Report Map: 4 Aboriginal Cultural Heritage

Original Scale: 1:250,000. Includes Footprint: 2023



INTERNAL USE ONLY

Produced by Data Analytics,
 Department of Planning, Lands and Heritage,
 on behalf of the Western Australian
 Planning Commission. Copyright © 26/09/2025

Legend

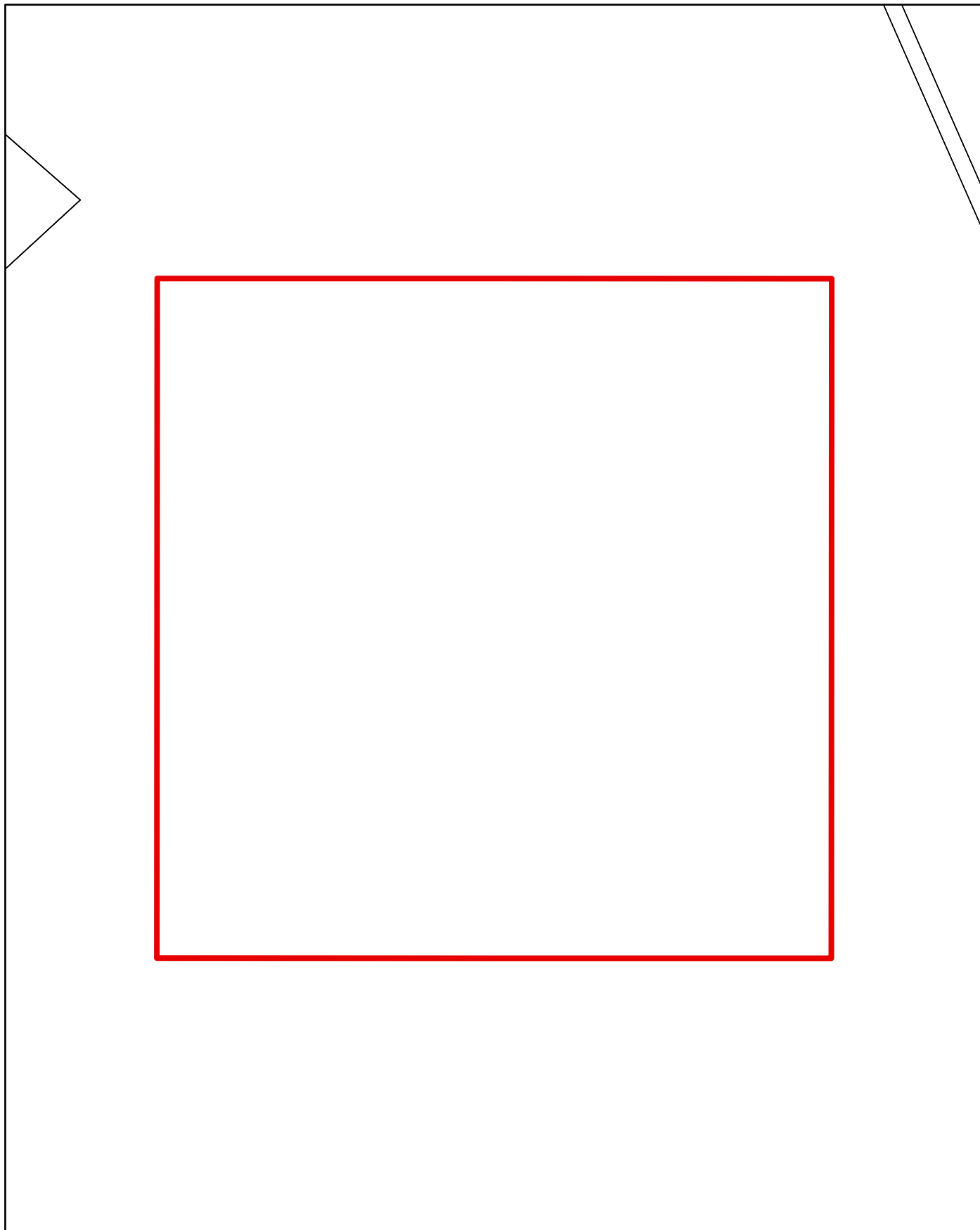
- Assessment Boundary
- Cadastre



Land Assessment Report Map: 5

State Heritage

Original Scale: 1:100,000. Includes Footings: 2025



INTERNAL USE ONLY

Produced by Data Analytics,
Department of Planning, Lands and Heritage,
on behalf of the Western Australian
Planning Commission. Copyright © 26/09/2025

Legend

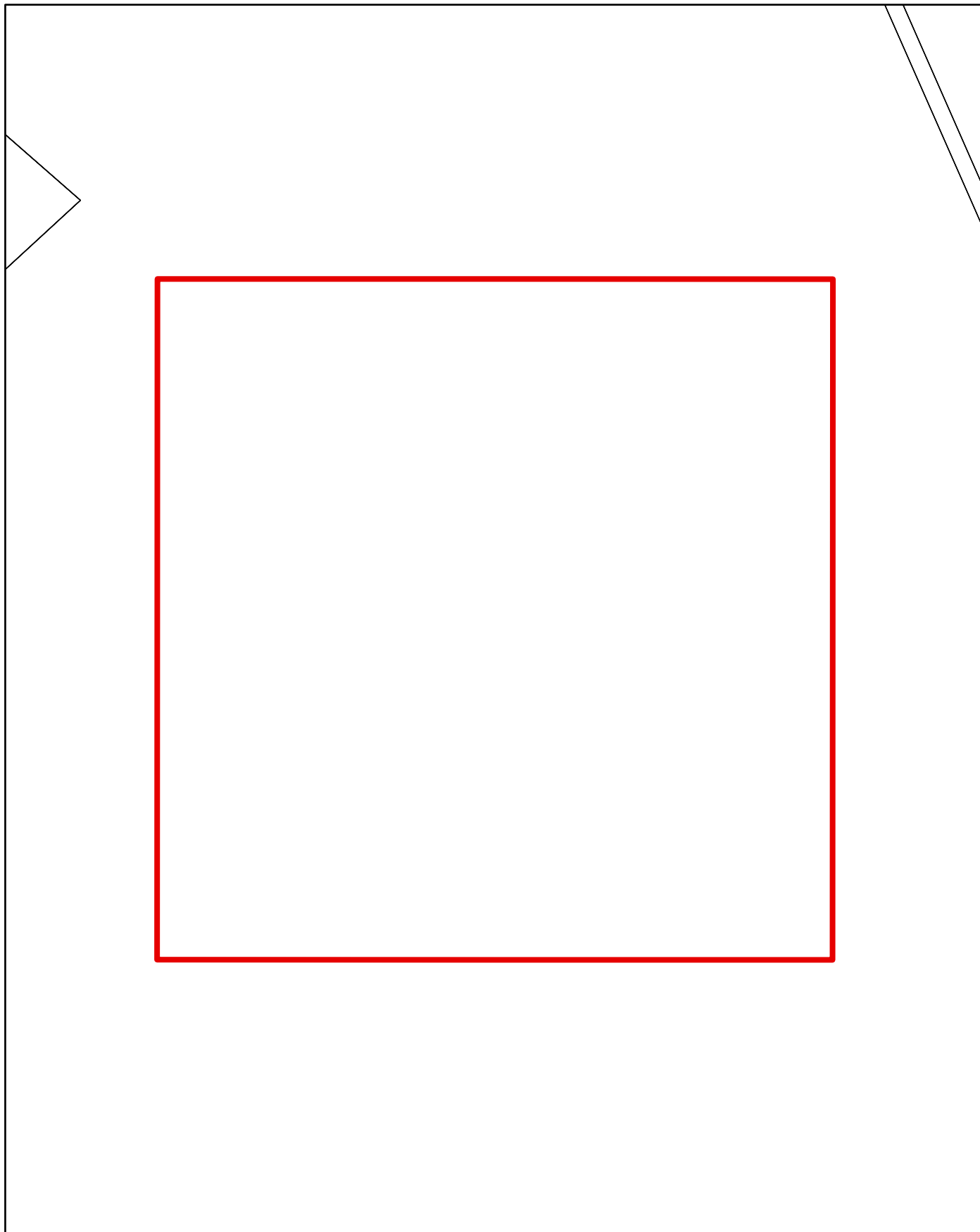
-  Assessment Boundary
-  Cadastre



Land Assessment Report Map: 6

Local Planning Schemes

Original Scale: 1:100,000. Includes Footprint: 2024



INTERNAL USE ONLY

Produced by Data Analytics,
Department of Planning, Lands and Heritage,
on behalf of the Western Australian
Planning Commission. Copyright © 26/09/2025

Legend

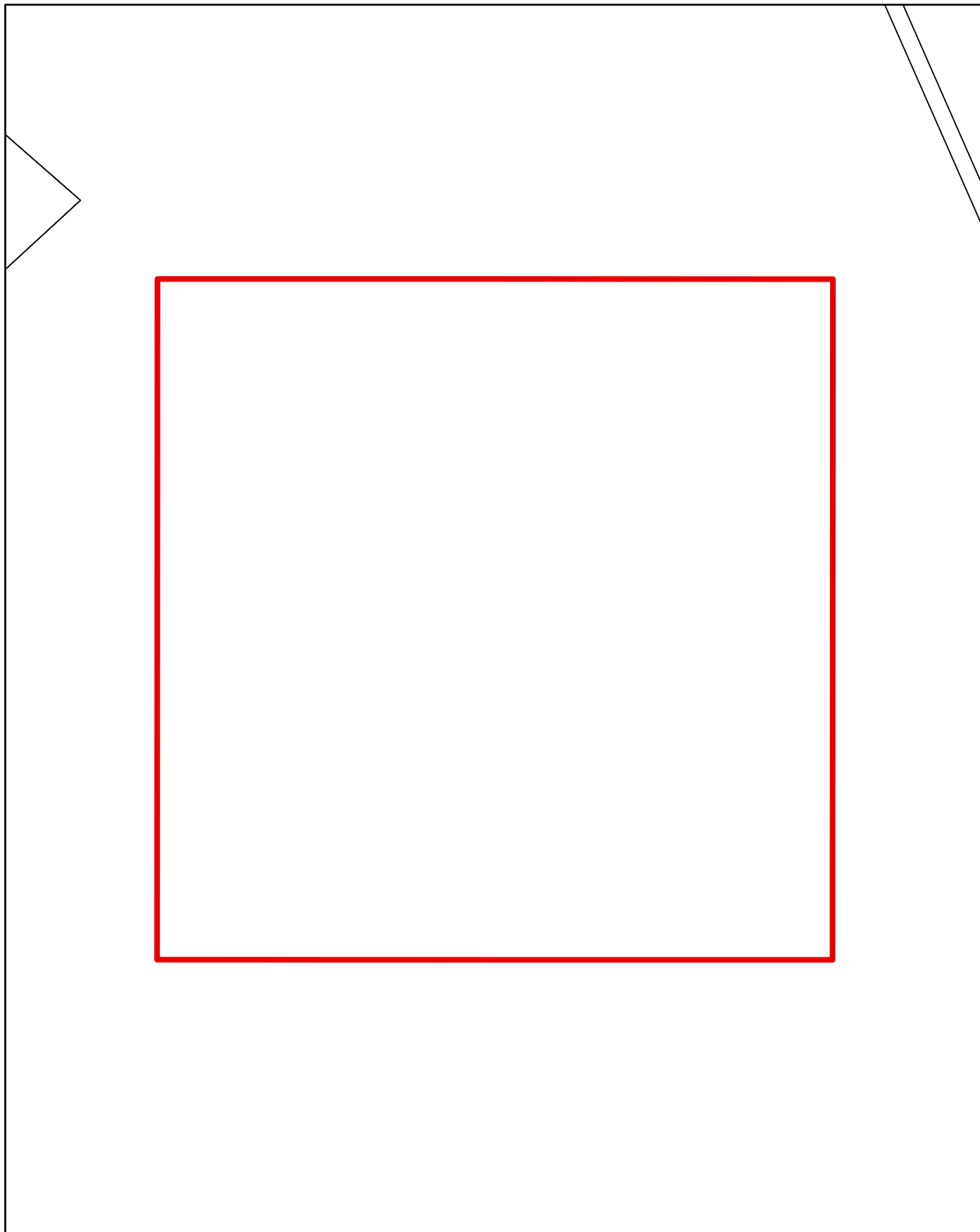
-  Assessment Boundary
-  Cadastre



Land Assessment Report Map: 7

Region Schemes

Original Scale: 1:100,000. Includes Footprint: 2023



INTERNAL USE ONLY

Produced by Data Analytics,
Department of Planning, Lands and Heritage,
on behalf of the Western Australian
Planning Commission. Copyright © 26/09/2025

Legend

-  Assessment Boundary
-  Cadastre

Reserve Details Report - 5847

Reserve	5847	Legal Area (ha)	72.8434
Name	N/A	Status	CURRENT
Type	N/A	Current Purpose	RACECOURSE
File Number	5439/98		
Notes	N/A		
Additional Reserve Information	N/A		

Class	Responsible Agency	Date of Last Change
C	DEPARTMENT OF PLANNING, LANDS AND HERITAGE (SLSD)	17/05/2017

Management Order	Document Number
N/A	N/A

Land Use
RACECOURSE

Local Government Authority
SHIRE OF MEEKATHARRA

CLT Number	Parcel Identifier	Street Address, Suburb	File Number	PIN	Area (m²)

Previous Certificates of Title	Status

Document Number/Gazette Page	Date	Type	Text
822	17/03/1899	Class	C
822	17/03/1899	Original Gazettal and page	ORIGINAL GAZETTE
N/A	17/03/1899	Current Area	180.0.0
N/A	17/03/1899	Current Purpose	RACECOURSE
N/A	17/03/1899	Correspondence File Number	5439/98
N/A	17/03/1899	Lot/Town Lot	GABAMINTHA,

Ordinary Council Meeting - Minutes - 25 October 2025

Document Number/Gazette Page	Date	Type	Text
N/A	17/03/1899	Public Plan	GABAMINTHA TOWNSITE
N/A	17/03/1899	Survey Number	1451

date: Oct 13, 2025, 11:43:17 AM

Antonio Giometti

From: Generic Meeka
Sent: Tuesday, 14 October 2025 9:11 AM
To: Nathan Cain; Antonio Giometti
Subject: FW: New Application Letter - Direct Interest Party - Application for a New Clearing Permit CPS 11183/1 – White Star Minerals Pty Ltd
Attachments: 11183 natmap.pdf; 11183 Photomap.pdf

Fyi

Kind regards

Felicity Anderson

Executive Assistant and Administration Supervisor



(08) 9980 0600



Main Street, Meekatharra WA



meekatharra.wa.gov.au

Shire of Meekatharra advises that precautions have been taken to minimise the risk of transmitting software viruses, but we advise you to carry out your own virus checks on any attachment to this email. Shire of Meekatharra does not accept liability for any loss or damage caused by software viruses. If you are not the intended recipient of this email, then you must not disseminate, copy or take any action in reliance on it and you must delete the email (and any attachment) from your computer memory and destroy all hard and other copies of it. If you have received this message in error please notify us immediately.

From: General Manager Resource and Environmental Compliance <GMEC@demirs.wa.gov.au>
Sent: Friday, 10 October 2025 8:59 AM
To: Generic Meeka <ceo@meekashire.wa.gov.au>
Subject: New Application Letter - Direct Interest Party - Application for a New Clearing Permit CPS 11183/1 – White Star Minerals Pty Ltd

Direct Interest Party – Shire of Meekatharra

Dear Sir/ Madam,

New Application to Clear Native Vegetation under the *Environmental Protection Act 1986*

The Department of Mines, Petroleum and Exploration has received the following application for a permit to clear native vegetation under the *Environmental Protection Act 1986* (the Act):

Advertisement Date
10/10/2025

Clearing Permit System Link	Related Documents	Applicant	Project	Permit Type
CPS 11183/1	11183/1	White Star Minerals Pty Ltd	Tumblegum South Project	Purpose Permit

In accordance with sub-section 51E(4) of the Act, I consider that you may have a direct interest in the subject matter of the application and wish to provide you with the opportunity to comment on the proposal should you consider it appropriate. I will then, after having taken into account any comments received and subject to sections 51O and 51P, either grant a clearing permit (including any specified conditions) or refuse to grant a permit.

Please forward your submission within 21 days from the advertising date stated above, quoting the provided CPS number to nvab@dmpe.wa.gov.au

OR

Resource and Environmental Compliance Division, Department of Mines, Petroleum and Exploration, 100 Plain St, EAST PERTH WA 6004.

If you have any queries regarding this matter, please contact the Native Vegetation Team in the Department's Resource and Environmental Compliance Division, at nvab@dmpe.wa.gov.au or 9222 0951. Please quote the provided CPS number in all future correspondence.

Yours sincerely

Danielle Risbey | General Manager Mine Closure and Environmental Services
Resource and Environmental Compliance Division

Department of Mines, Petroleum and Exploration
100 Plain Street East Perth WA 6004
Tel: +61 8 9222 3535



**Department of Mines,
Petroleum and Exploration**

We respectfully acknowledge Aboriginal peoples as being the traditional custodians of Western Australia.

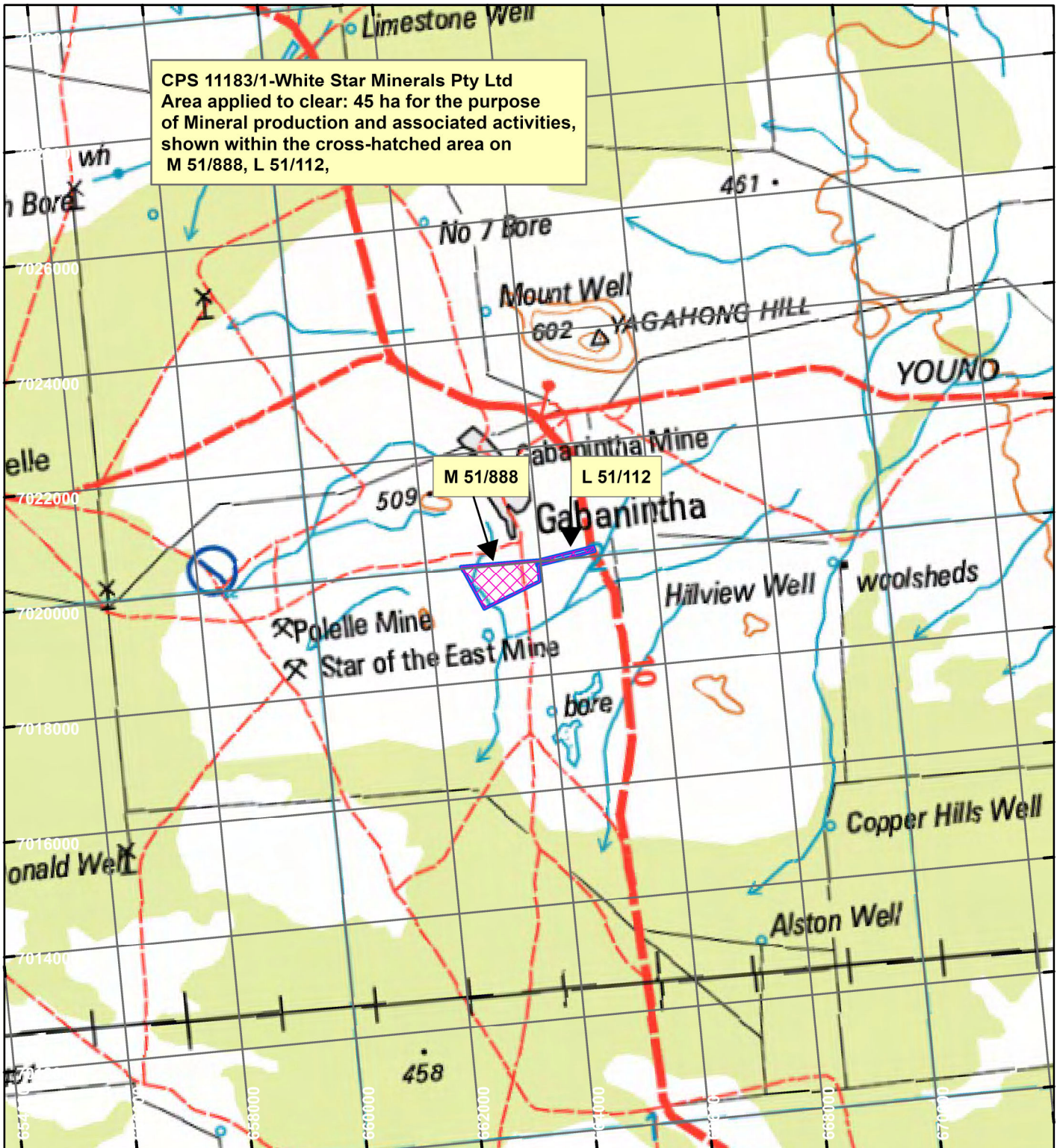
We acknowledge the enduring connection Aboriginal people continue to share with the land, sea and sky through both their ancestral ties and custodianship to Country.

We pay our respect to Elders both past and present, and acknowledge the value brought through the collective contribution of Aboriginal and Torres Strait Islander peoples across Western Australia.

DISCLAIMER: This email, including any attachments, is intended only for use by the addressee(s) and may contain confidential and/or personal information and may also be the subject of legal professional privilege. If you are not the intended recipient, you must not disclose or use the information contained in it. In this case, please let me know by return email, delete the message permanently from your system and destroy any copies. Before you take any action based upon advice and/or information contained in this email you should carefully consider the advice and information and consider obtaining relevant independent advice.

CPS 11183/1-White Star Minerals Pty Ltd

Ordinary Council Meeting - Minutes - 25 October 2025



LEGEND



Clearing Instruments



Mining Tenements



Scale 1:100,000

(Approximate when reproduced at A4)

Geocentric Datum Australia 2020

Note: the data in this map have not been projected. This may result in geometric distortion or measurement inaccuracies.

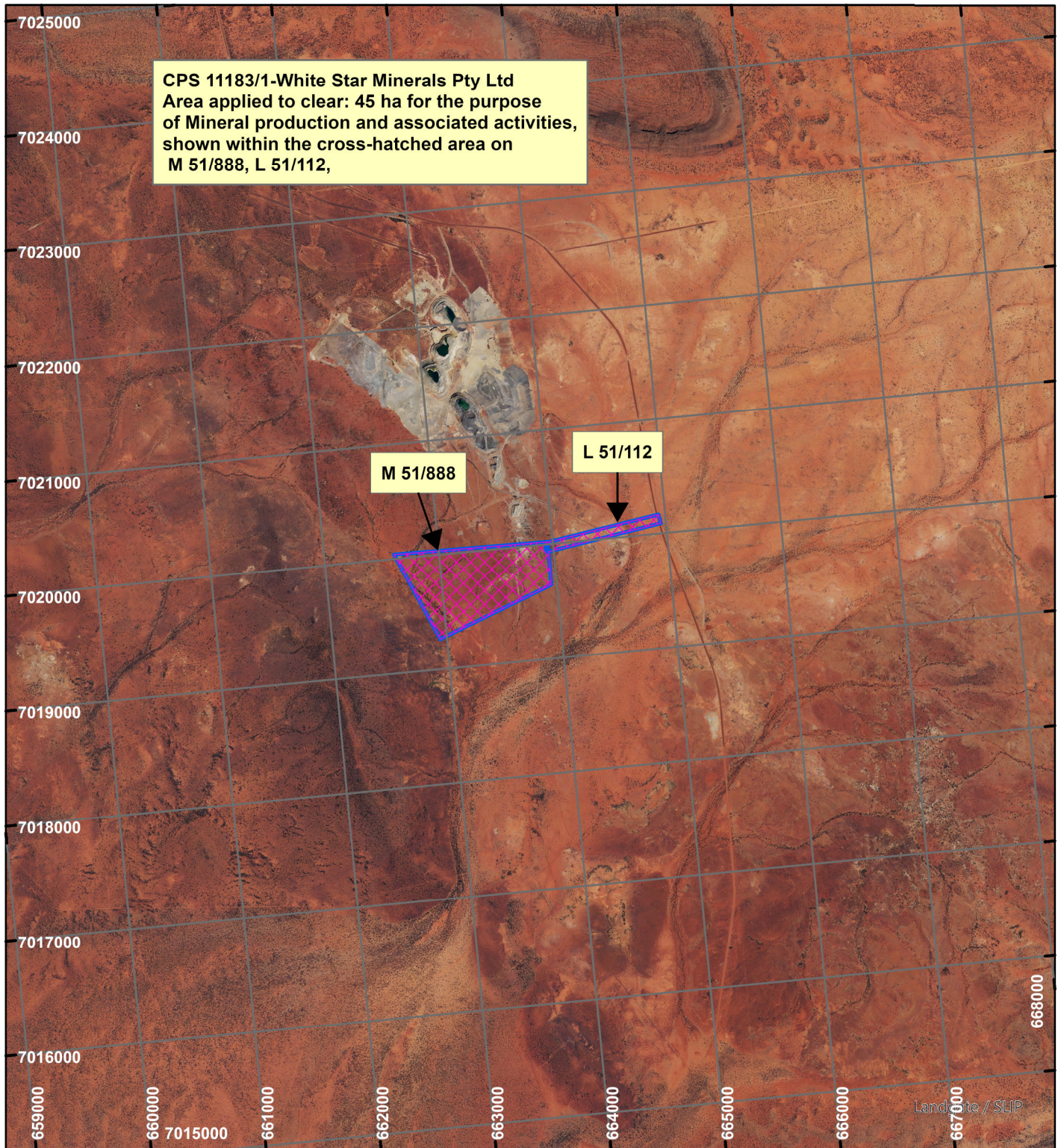
..... Date

Officer with delegated authority under Section 20 of the Environmental Protection Act 1986

Information derived from this map should be confirmed with the data custodian acknowledged by the agency acronym in the legend.

CPS 11183/1-White Star Minerals Pty Ltd

Ordinary Council Meeting - Minutes - 25 October 2025



LEGEND



Clearing Instruments



Mining Tenements



Scale 1:50,000

(Approximate when reproduced at A4)

Geocentric Datum Australia 2020

Note: the data in this map have not been projected. This may result in geometric distortion or measurement inaccuracies.

..... Date

Officer with delegated authority under Section 20 of the Environmental Protection Act 1986

Information derived from this map should be confirmed with the data custodian acknowledged by the agency acronym in the legend.

10.4 Contribution – Karalundi Aboriginal Education Community Interstate Travel Experience

File Reference	CR.SP.001
Author	N Cain, Chief Executive Officer
Author's Interest	Nil
Authoriser	N Cain, Chief Executive Officer
Authoriser's Interest	Nil
Applicant / Respondent	Karalundi Aboriginal Education Community
Report Date	20 October 2025

Summary

Council has been requested by the Karalundi Aboriginal Education Community to provide a one-off contribution towards an interstate educational experience for students and staff.

Council has provision to provide contributions and donations to groups and individuals as it deems suitable.

Council is requested to provide a \$5,000 contribution to the Karalundi Aboriginal Education Community Interstate Travel Experience.

Attachments

Nil

Background

The Karalundi Aboriginal Education Community (Karalundi) has written to the Shire requesting a financial contribution towards an interstate travel experience for 13 students and 4 staff members.

The Year 10 educational trip will be to Sydney, from 30 November 2025 to 7 December 2025, and will provide students with the opportunity to travel outside Western Australia and broaden their understanding of the opportunities available beyond their local community.

Karalundi students have been actively fundraising with over \$5,000 currently raised, and will be holding a series of fundraising events in Meekatharra, including –

- Car washes,
- Bottle collections, and
- Sausage sizzles.

The fundraising goal is \$35,000.

Karalundi is a co-educational boarding school for Aboriginal students situated as an 'oasis in the desert', 60kms north of Meekatharra, Western Australia.

It is a mandated drug and alcohol-free community.

The Community is built around an independent parent-controlled school, endeavouring to bring the best of education to students of surrounding towns to provide a unique experience and upbringing.

Karalundi is recognised as a leading indigenous boarding school and community in Western Australia, which came into existence in 1954 as an Aboriginal boarding school servicing the Murchison, Upper Gascoyne, Pilbara and Western Desert regions.

Classes began in September 1954, with a focus on literacy, numeracy and practical skills.

During its early years of operation, Karalundi was rated by the WA Department of Education as a "most efficient establishment" and commended for the "relatively high standard of attainment" by students.

Today it continues to serve the academic needs of the Aboriginal people of Western Australia.

Council contributed \$5,000 last year towards this experience last year.

Comment

Shire officers have assisted Karalundi by permitting fundraising activities at Welcome Park, and throughout the townsite.

Donations are at the discretion of Council, with Council having supported youth-focused opportunities previously.

This request would therefore be considered in the same manner.

Council could choose to –

- Not provide a donation,
- Provide a \$5,000 donation towards the travel experience,
- Provide a differing amount of donation towards the travel experience.

Shire officers have recommended a \$5,000 donation believing this to be a suitable donation, although this is not based on any precedent.

Consultation

Karalundi Aboriginal Education Community

Statutory Implications

Local Government Act 1995

Section 6.2 Local government to prepare annual budget

In preparing the annual budget the local government is to have regard to estimated expenditure proposed to be incurred by the local government.

Policy Implications

Council Policy 02.08 Donations

All donations are subject to Council consideration and approval, and all requests will be considered on their merits.

Financial Implications

Council has sufficient funds in the 2025-2026 Annual Budget to accommodate this request.

Risk Implications

Council's risk exposure is low by supporting this request.

Strategic Implications

Strategic Community Plan 2020 – 2030

Social – Contribute to a community that is connected, healthy and engaged in creating the future they want.

Relevant Council priorities include –

- Advocate for retention and improvement to health and education facilities.

Strategic Community Plan 2020-2030

Governance – Ensure effective, efficient use of Shire resources and provide leadership for the community.

Relevant Council priorities include –

- Advocate for the regional strengthening of health and education services.

Voting Requirements

Simple Majority

Recommendation

That Council, regarding a contribution to the Karalundi Aboriginal Education Community Interstate Travel Experience and pursuant to Council Policy 02.08, agrees to a donation of \$5,000.

Resolution	25/075
Moved	Cr Nichols
Seconded	Cr Day

That Council, regarding a contribution to the Karalundi Aboriginal Education Community Interstate Travel Experience and pursuant to Council Policy 02.08, agrees to a donation of \$10,000.

Vote Outcome	Carried 6/0
For	H Nichols, M Smith, W Ward, B Day, R Anderson, A Moses
Against	-
Variation Reason	To recognise and reward the Karalundi Aboriginal Education Community at a greater level than the recommendation.

10.5 Contribution Agreement – Murchison Regional Vermin Council

File Reference	GR.LR.006
Author	N Cain, Chief Executive Officer
Author's Interest	Nil
Authoriser	N Cain, Chief Executive Officer
Authoriser's Interest	Nil
Applicant / Respondent	Murchison Regional Vermin Council
Report Date	18 October 2025

Summary

Council has been requested by the Murchison Regional Vermin Council to enter a new contribution agreement with them to help maintain the Murchison Regional Vermin Cell.

The current contribution agreement ceases on 30 June 2026 (being the end of the 2025-2026 financial year).

Council is requested to enter a new 5-year contribution agreement with the Murchison Regional Vermin Council.

Attachments

Nil

Background

The Murchison Regional Vermin Council (MRVC) is a statutory organisation which operates under the provisions of the *Local Government Act 1995*.

Member councils are the Shires of Sandstone, Mount Magnet, Yalgoo and Cue.

Each member Council nominates two delegates to serve on the MRVC, and delegates elect from amongst themselves the Chairperson.

The MRVC was established in 1963 for the purpose of rehabilitation and maintenance of the Number 1 Vermin Fence and Number 2 Vermin Fence.

The Number 1 Vermin Fence is 559 kilometres in length commencing at the 80-mile peg south near Lake Moore and ending at a location approximately 20 kilometres north of the Meekatharra / Wiluna Road.

The Number 2 Vermin fence extends west from the Number 1 Vermin Fence for 163 kilometres terminating approximately 66.5 kilometres Southeast of the Great Northern Highway on the Northwestern boundary of the pastoral station “Beebyn”.

Both fences were established over one hundred years ago to prevent the movement of rabbits from the east.

Today control of rabbits is not the issue and the fence now plays a critical role in preventing the movement of wild dogs from the east into the Mid-West / Murchison region where the grazing of small stock has been the principal activity of many pastoral enterprises.

Both fences also play a role in preventing wild dogs and emus from moving into the Agricultural regions of the Mid West.

In 2014 the MRVC took over from the Shire of Mount Magnet the responsibility for arguing the case for government funding to construct the Murchison Region Vermin Cell.

This involved obtaining funding of some \$4.2 million to extend the Number 2 fence by approximately 275 km to join up with the State Barrier Fence.

The Murchison Region Vermin Cell encloses approximately 55 pastoral leases.

The MRVC works closely with the Meekatharra Rangelands Biosecurity Association (MRBA), the organisation responsible for the control of wild dogs within the area of the vermin cell.

The total length of fencing currently maintained by the MRVC, which encompasses the Vermin Cell, is approximately 839 kilometres of which 25% is located within the Shire of Meekatharra.

The Shire of Meekatharra was previously a member of the MRVC and Council withdrew membership on 30 June 2018.

In withdrawing membership, Council resolved to enter a 3-year contribution agreement, which ended 30 June 2021, and agreed to review any ongoing contributions.

In November 2020, Council resolved to enter a 5-year contribution agreement with the MRVC, ending 30 June 2026, and agreed to review any ongoing contributions.

The Chairman of the MRVC has recently written to the Shire requesting a further 5-year contribution agreement (commencing 1 July 2026 and ending 30 June 2031).

Unlike the previous contribution agreement which increased by 2% each year, the proposed new contribution agreement is to be based on the Western Australian Consumer Price Index movement.

Comment

As the Vermin Cell has now been completed, the MRVC's core function is the maintenance of the Cell to a wild dog proof standard.

Significant flooding has also damaged 168 kilometres of the fence, which is likely to be replaced.

Pastoralists with properties with the vermin fence as a boundary pay fence rentals at a rate per kilometre depending on whether they are inside or outside the Cell.

Total fence contributions paid directly in this manner are approximately \$7,500 per annum.

For the 2025-2026 financial year, the Shires of Cue, Mount Magnet and Yalgoo contributed approximately \$46,000 each, the Shire of Sandstone contributed approximately \$15,000, and the Shire of Meekatharra contributed approximately \$24,000.

A balanced budget was adopted, which included an allocation of \$25,000 to a Reserve Fund for the purpose of fence reinstatement in the event of significant flooding or fire.

The fence is constructed, and maintained, as per the below image –



Documentation produced by the MRBA indicates the fence, along with other implemented control measures (such as baiting), are having a positive impact on reducing the number of wild dog and other deemed pests in the region.

Any future funding commitments are to be included in Council's Plan for the Future.

Council could choose to –

- Not provide funding assistance after 30 June 2026,
- Alter the amount, timeframe, or annual indexation, or

- Agree to the proposed funding agreement (being approximately \$25,000 for first year, annually indexing by the Western Australian Consumer Price Index, and for a 5-year term).

It is recommended Council agrees to the proposed funding agreement (being approximately \$25,000 for first year, annually indexing by the Western Australian Consumer Price Index, and for a 5-year term).

As this represents a future financial commitment, requiring inclusion in the Annual Budget each year, it is recommended an Absolute Majority decision of Council occur if the Recommendation is to be adopted.

Consultation

Local pastoralists

Statutory Implications

Local Government Act 1995

Section 5.56 Planning for the future

A local government is to plan for the future of the district, which includes the need to resource future financial commitments.

Local Government Act 1995

Section 6.2 Local government to prepare annual budget

In preparing the annual budget the local government is to have regard to the plan for the future.

Policy Implications

Nil

Financial Implications

Council has included past commitments in each budget with little financial stress.

No material financial changes are expected by committing to the proposed new agreement.

Risk Implications

Council's risk exposure is low by committing to the proposed new agreement as the dollar value is considered minimal.

Strategic Implications

Nil

Voting Requirements

Absolute Majority

Recommendation

That Council, regarding the proposed contribution agreement with the Murchison Regional Vermin Council and pursuant to section 5.56 and section 6.2 of the *Local Government Act 1995*,

-

1. Agrees to a contribution agreement between the Murchison Regional Vermin Council and the Shire of Meekatharra, for the period 1 July 2026 to 30 June 3031, commencing at \$25,000 for the 2026-2027 financial year, with annual indexation equal to the most recently released Western Australia Consumer Price Index prior to each anniversary date of the agreement, being for assistance to help maintain the Murchison Regional Vermin Cell, and
2. Agrees to consider ongoing contributions to the Murchison Regional Vermin Council for the 5-year period immediately following 30 June 3031.

Resolution	25/076
Moved	Cr Nichols
Seconded	Cr Ward

That Council, regarding the proposed contribution agreement with the Murchison Regional Vermin Council and pursuant to section 5.56 and section 6.2 of the *Local Government Act 1995*, -

1. **Agrees to a contribution agreement between the Murchison Regional Vermin Council and the Shire of Meekatharra, for the period 1 July 2026 to 30 June 2031, commencing at \$40,000 per annum for the first two (2) years, and \$30,000 per annum for the remaining three (3) years, being for assistance to help maintain the Murchison Regional Vermin Cell, and**
2. **Agrees to consider ongoing contributions to the Murchison Regional Vermin Council for the 5-year period immediately following 30 June 3031.**

Vote Outcome	Carried 6/0
For	H Nichols, M Smith, W Ward, B Day, R Anderson, A Moses
Against	-
Variation Reason	To simplify expenditure for future budgeting purposes.

10.6 Lease – Lloyd’s Plaza Shop 2 Glass Jar Australia Limited

File Reference	CP.LO.005
Author	N Cain, Chief Executive Officer
Author’s Interest	Nil
Authoriser	N Cain, Chief Executive Officer
Authoriser’s Interest	Nil
Applicant / Respondent	Glass Jar Australia Limited
Report Date	20 October 2025

Summary

Council has been requested by Glass Jar Australia Limited to lease Lloyd’s Plaza Shop 2.

Glass Jar Australia Limited deliver the Shooting Stars program, which is focused on providing support to Aboriginal girls and women.

Council is requested to enter a 1-year lease, inclusive of 2 x 1-year lease extension options (a maximum of 3 years), with Glass Jar Australia Limited for Lloyd’s Plaza Shop 2.

Attachments

10.6.1 Draft Lease Agreement

Background

Glass Jar Australia Limited’s Shooting Stars educational engagement program was established out of a successful Netball WA pilot initiative in Halls Creek in 2014.

As a result of the positive community impact delivered, the Department of Prime Minister and Cabinet’s Indigenous Advancement Strategy directed funding to establish an independent, not for profit organisation – Glass Jar Australia Limited.

Glass Jar Australia Limited runs the program Shooting Stars, and its purpose is to empower Aboriginal people and communities, stay true to the Shooting Stars Way and challenge the status quo.

Based in host schools across Western and South Australia, Shooting Stars combines advocacy and support, engagement activities, motivators, and health and wellbeing sessions to strengthen participants' confidence, cultural identity, and positive outlooks, while promoting their health and wellbeing.

The Shooting Stars program has been in Meekatharra since 2016 and supported by the Shire of Meekatharra since 2018.

Traditionally accommodated at the Meekatharra District High School, a change in delivery outcomes at the School means the Shooting Stars program is now without an operational base.

Glass Jar Australia Limited's Operations Manager (South WA) has written to the Shire requesting leasing a space in Lloyd's Plaza to operate from in Meekatharra.

Glass Jar Australia Limited is a registered charity.

Comment

The Shooting Stars program has been successfully operated in Meekatharra for nearly a decade.

Coordinators of the program regularly work with Shire officers to deliver netball, and other programs at the Meekatharra Youth Centre, for the betterment of the girls and young women of Meekatharra.

Glass Jar Australia Limited also assisted in operating the Meekatharra Youth Centre by providing support to ensure the facility remained open during a period of Shire staff shortages.

A current valuation of the subject space is being undertaken, with the value estimated to be an annual commercial lease charge of \$3,500 (plus GST).

Council has a current arrangement with the Stephen Michael Foundation whereby the Foundation is charged a peppercorn lease (\$1 (plus GST) per annum) for the shared lease of Lloyd's Plaza Shop 1.

The values, mission, and operating model of the Stephen Michael Foundation and Glass Jar Australia Limited are very similar in so far as they are both charitable bodies seeking to empower indigenous youth through sport and other means.

The local Shooting Stars Program representative has indicated Lloyd's Plaza Shop 2 would be ideal as it is suitably sized and capable of holding small group sessions.

No other Shire facilities are deemed suitable.

If a suitable facility is not available, the program is unlikely to continue in Meekatharra.

As the group is charitable in nature, Council is exempt from certain legislative disposition requirements regarding advertising and formal valuations.

Council could choose to –

- Not provide Lloyd's Plaza Shop 2 for lease to Glass Jar Australia Limited for the Shooting Stars Program,
- Provide Lloyd's Plaza Shop 2 for lease to Glass Jar Australia Limited for the Shooting Stars Program for a commercial rate of approximately \$3,500 per annum (plus GST) and subject to a bona fide current valuation, or
- Provide Lloyd's Plaza Shop 2 for lease to Glass Jar Australia Limited for the Shooting Stars Program for a peppercorn lease (\$1 (plus GST) per annum).

Shire officers recommend providing Lloyd's Plaza Shop 2 for lease to Glass Jar Australia Limited for the Shooting Stars Program for a peppercorn lease (\$1 (plus GST) per annum).

Consultation

Glass Jar Australia Limited

Statutory Implications

Local Government Act 1995

Section 3.58 Disposing of property

A local government can only dispose of property via public auction or via public tender, unless the disposition is an exempt disposition.

Dispose includes to sell, lease, or otherwise dispose of, whether absolutely or not.

Local Government (Functions and General) Regulations 1996

Regulation 30 Dispositions of property excluded from Act s. 3.58

Certain types of disposition, and to who those dispositions are made, influences whether a disposition of property may be excluded from the normal terms and conditions of disposing of property.

Local Government Act 1995

Section 9.49A Execution of Documents

The Common Seal is to be affixed to a document in the presence of the Shire President and the Chief Executive Officer, each of whom is to sign the document to attest the Common Seal was so affixed.

Policy Implications

Council Policy 2.13 Execution of Documents and Affixing of Common Seal

This Policy provides guidance on the appropriate method of the execution for Shire of Meekatharra documents which ensures the Council's Common Seal is applied, and documents executed, in accordance with the provisions of Part 9, Division 3 of the *Local Government Act 1995*.

Financial Implications

Potential revenue of approximately \$3,500 (plus GST) will be foregone in rent and outgoings if the Recommendation is adopted.

Risk Implications

Council's risk exposure is low by committing to the proposed lease agreement as the dollar value is considered minimal.

Strategic Implications

Strategic Community Plan 2020-2030

Social – Contribute to a community that is connected, healthy and engaged in creating the future they want.

Relevant Council priorities include –

- Encourage and support community participation in sporting clubs, events and community activities.
- Prioritise projects that bring people together and strengthen community connectedness.
- Monitor operation of Youth Services to meet community needs.

Voting Requirements

Simple Majority

Recommendation

That Council, regarding the Lease of Lloyd's Plaza Shop 2 (64-66 Main Street, Meekatharra) and pursuant to section 3.58 and 9.49A of the *Local Government Act 1995*, -

1. Agrees to, and authorises, the execution of a lease between the Shire of Meekatharra and Glass Jar Australia Limited for the premises known as Lloyd's Plaza Shop 2 (64-66 Main Street, Meekatharra) for a 1-year lease, with 2 x 1-year lease extension options (a maximum of 3 years) for an annual rent of \$1 (plus GST) (as attached), and
2. Approves the affixing of Council's Common Seal and execution of the Lease by the Shire President and Chief Executive Officer.

Resolution	25/077
Moved	Cr Moses
Seconded	Cr Day

That Council, regarding the Lease of Lloyd's Plaza Shop 2 (64-66 Main Street, Meekatharra) and pursuant to section 3.58 and 9.49A of the *Local Government Act 1995*, -

- 1. Agrees to, and authorises, the execution of a lease between the Shire of Meekatharra and Glass Jar Australia Limited for the premises known as Lloyd's Plaza Shop 2 (64-66 Main Street, Meekatharra) for a 1-year lease, with 2 x 1-year lease extension options (a maximum of 3 years) for an annual rent of \$1 (plus GST) (as attached), and**
- 2. Approves the affixing of Council's Common Seal and execution of the Lease by the Shire President and Chief Executive Officer.**

Vote Outcome	Carried 6/0
For	H Nichols, M Smith, W Ward, B Day, R Anderson, A Moses
Against	-
Variation Reason	-

LEASE

SHOP 2, LLOYD'S PLAZA, 64-66 MAIN STREET, MEEKATHARRA WA 6642

Between

SHIRE OF MEEKATHARRA

(ABN 12 467 571 602)

Landlord

-and-

GLASS JAR AUSTRALIA LIMITED

(ABN 11 609 851 283)

Tenant

TABLE OF CONTENTS

No	DESCRIPTION	PAGE
	RECITALS:	1
	OPERATIVE PART:	1
1.	COMMERCIAL TERMS	1
1.1	Landlord	1
1.2	Tenant	1
1.3	Guarantor	1
1.4	Land	1
1.5	Premises.....	2
1.6	Term	2
1.7	Renewal Term	2
1.8	Commencement Date	2
1.9	Rent Commencement Date	3
1.10	Outgoings Commencement Date	3
1.11	Annual Rent	3
1.12	Market Review Dates	3
1.13	CPI Review Dates	3
1.14	Percentage Review Dates	3
1.15	Review Percentage	3
1.16	Permitted Use	3
1.17	Standard Trading Hours	3
1.18	Leased Landlord Property	4
2.	DEFINITIONS	4
3.	INTERPRETATION	10
3.1	Headings etc	10
3.2	Number and Gender	10
3.3	Persons and parties	11
3.4	Joint and Several	11
3.5	Covenants	11
3.6	Implied Provisions	11
3.7	Acts	11
3.8	Time.....	11
3.9	Whole includes Part	12

3.10	Including.....	12
3.11	Governing Law	12
3.12	Severance.....	12
4.	LEASE AND TERM.....	12
4.1	Grant of Lease.....	12
4.2	Tenant's Additional Rights	12
4.3	Renewal.....	13
4.4	Holding Over	13
4.5	Quiet Enjoyment	14
4.6	Landlord's Reserved Rights.....	14
4.7	Landlord's Control of Common Areas	15
4.8	Liability of Landlord	15
5.	RENT	15
5.1	Annual Rent	15
5.2	Rent Free Period.....	16
5.3	First Payment	16
6.	RENT REVIEW	16
6.1	CPI Rent Review	16
7.	OUTGOINGS.....	16
7.1	Payment of Operating Expenses.....	16
7.2	Payment of Outgoings	16
7.3	Adjustment of Outgoings	17
7.4	Outgoings Free Period	17
7.5	Alter Estimates.....	17
7.6	Payment for Services	17
7.7	Operating Expenses - Miscellaneous.....	17
8.	OTHER FINANCIAL PROVISIONS	18
8.1	Interest on Late Payments	18
8.2	GST.....	18
8.3	Landlord's Costs	18
9.	USE	19
9.1	Permitted Use	19
9.2	Trading Hours.....	20
9.3	Conditions of Use.....	20
9.4	Rules and Regulations	21

9.5	Compliance with Statute	21
9.6	Notice of Orders or Requisitions	21
9.7	Air Conditioning.....	21
9.8	Security.....	22
9.9	No Warranty by Landlord	22
10.	MAINTENANCE	22
10.1	Maintain Premises.....	22
10.2	Maintain Fixtures.....	22
10.3	Replacements.....	23
10.4	Exclusion from Maintenance and Replacement	23
10.5	Standard of Maintenance and Replacement	23
10.6	Decorate or Alterations.....	24
10.7	Acknowledgment of Condition	24
10.8	Minimise Wear and Tear or Damage	24
10.9	Notice of Damage.....	24
10.10	Landlord's Maintenance	24
11.	ALTERATIONS AND ADDITIONS	25
11.1	Alterations, Additions and Installations	25
11.2	Tenant's Works Conditions	25
11.3	Inconsistency with Approval	26
11.4	Removal of Unauthorised Alterations etc.	26
11.5	Landlord May Carry Out	26
11.6	Ownership of Tenant's Fixtures	27
12.	COMPULSORY ALTERATIONS.....	27
13.	INSURANCE AND INDEMNITIES.....	27
13.1	Tenant's Insurance	27
13.2	Terms of Insurance Policies	28
13.3	Evidence of Insurance	28
13.4	Landlord's Insurance Option.....	28
13.5	Landlord's Insurance	28
13.6	Landlord's Additional Insurance	28
13.7	Claims	29
13.8	Application of Insurance Proceeds.....	29
13.9	Preservation of Insurance	29
13.10	Indemnity by Tenant	30

13.11	Release by Tenant	30
13.12	Preservation of Indemnity and Release.....	31
14.	DAMAGE AND DESTRUCTION	31
14.1	Effect of Damage or Destruction	31
14.2	Rent Abatement	32
14.3	Tenant May Terminate	32
14.4	Effect of Termination	32
15.	ASSIGNMENT AND SUB-LETTING	32
15.1	Property Law Act Excluded	32
15.2	No Disposal	32
15.3	No Mortgage, Charge or Lien.....	32
15.4	Assignment with Consent.....	33
15.5	Retail Shops Act Deemed Consent to Assignment.....	34
15.6	Sub-letting with Consent	34
15.7	Retail Shops Act Deemed Consent to Sub-Lease.....	35
15.8	Directors'/Shareholders' Guarantees.....	35
15.9	Change in Control	35
15.10	No Possession Until Consent.....	35
16.	DEFAULT	36
16.1	Event of Default.....	36
16.2	Landlord's Rights on Default	37
16.3	Essential Terms.....	37
16.4	Damages	38
16.5	Damages Provisions.....	38
16.6	Landlord's Right to Remedy	39
16.7	Landlord's Entry	39
16.8	Acceptance of Rent Not Prejudicial.....	40
16.9	Effect of Waivers of Default.....	40
17.	END OF LEASE AND VACATING PREMISES.....	40
17.1	"To Let" and "For Sale" Signs	40
17.2	Vacate the Premises.....	40
17.3	Remove Tenant's Fixtures	41
17.4	Tenant's Fixtures left by Agreement.....	41
17.5	Tenant's Fixtures not Removed	41
17.6	Landlord May Make Good	42

17.7	Continuing Rent	42
17.8	Survival of Clause 17	42
18.	SPECIAL PROVISIONS	42
18.1	Special Conditions	42
18.2	Lease Variations	42
18.3	Inconsistency	42
19.	MISCELLANEOUS	43
19.1	Arbitration	43
19.2	Notices	43
19.3	Effect of Execution	43
19.4	Partnership	44
19.5	Further Assurances	44
19.6	Variations	44
19.7	Counterparts	44
19.8	Attorneys	44
19.9	Caveats	44
19.10	Power of Attorney	45
19.11	Registration of Lease	45
19.12	Entire Agreement	45
19.13	Representations	46
19.14	Trustee Warranties	46
19.15	Inconsistency with Retail Shops Act	47
20.	GUARANTEE	47
20.1	Entering into Guarantee	47
20.2	Guarantee and Indemnity	47
20.3	Scope of Guarantee	47
20.4	Liability of several Guarantors	48
20.5	Claim under Guarantee	49
20.6	Guarantee not discharged	49
20.7	Landlord's certificate	49
20.8	Payments	49
20.9	Disclaimer of Lease	50
21.	STATE ADMINISTRATIVE TRIBUNAL APPLICATION	50
21.1	Application	50
21.2	Amendment of Lease	50

22.	PERSONAL PROPERTY SECURITIES ACT 2009	50
22.1	Definitions	50
22.2	Security Interest	51
22.3	Registration	51
22.4	Costs of registration	51
22.5	Purchase Money Security Interest	51
22.6	Verification Statement.....	51
22.7	Other Notifications.....	51
22.8	Change of name	52
22.9	Landlord's rights	52
22.10	Non-disposal of Secured Property	52
	SCHEDULE 1	54
	SCHEDULE 2	55
	SCHEDULE 3	56
	SCHEDULE 4	57

THIS LEASE dated.....day of.....2025.

THE LANDLORD AND THE TENANT AND THE GUARANTOR (IF ANY) AGREE AND UNDERTAKE AS FOLLOWS:

RECITALS:

- A.** The Landlord is the registered proprietor of the Land and is entitled to lease the Land pursuant to the *Local Government Act 1995*.
- B.** The Landlord owns and operates the Complex known as “Lloyd’s Plaza” which is situated at the Land.
- C.** The Premises are situated in and form part of the Complex.
- D.** The Landlord has agreed to lease the Premises to the Tenant on the terms and conditions contained in this Lease, for the Permitted Use.
- E.** Prior to granting this Lease the Landlord has complied (or will comply) with the requirements of Section 3.58 of the *Local Government Act 1995*.

OPERATIVE PART:

1. COMMERCIAL TERMS

For ease of reference, the principal commercial terms applying to this Lease are:

1.1 Landlord

The Landlord is:

SHIRE OF MEEKATHARRA (ABN 12 467 571 602) of 75 Main Street, Meekatharra, Western Australia 6642.

1.2 Tenant

The Tenant is:

GLASS JAR AUSTRALIA LIMITED (ABN 11 609 851 283) of 200 Selby Street, Jolimont, Western Australia 6014.

1.3 Guarantor

The Guarantor is:

Not applicable

1.4 Land

The Land is:

64-66 Main Street, Meekatharra, being more particularly described as:

- (a) Lot 501 on Deposited Plan 301526 and being the whole of the land in Certificate of Title Volume 1669 Folio 200; and
- (b) Lot 40 on Deposited Plan 222789 and being the whole of the land in Certificate of Title Volume 1113 Folio 966.

1.5 Premises

The Premises is:

That part of the Lloyds Plaza Complex known as Shop 2 as shown in Annexure A.

The Premises extends to:

- (a) the upper surface of the floor plate or pad of the Premises;
- (b) the lower surface of the structural ceiling plate of the Premises;
- (c) the outer surface of any plate glass;
- (d) the inner surface of any window frame, door frame and door where the window or doorway forms part of the boundary of the Premises;
- (e) the middle point of any non-load bearing inter-tenancy walls;
- (f) the inner surface of any load bearing inter-tenancy walls; and
- (g) the inner surface of any walls of the Premises that:
 - (i) form part of the exterior of the Complex; or
 - (ii) divide the Premises from the Common Areas.

1.6 Term

The Term is:

One (1) year fixed term period and two (2) additional optional periods of one (1) year from the Commencement Date at clause 1.8.

1.7 Renewal Term

This Lease contains options for the following Renewal Term(s):

Two (2) one (1) year Options, with the first Option applicable from the final day of the Fixed Term Date in clause 1.6.

1.8 Commencement Date

The Commencement Date is:

3 November 2025.

1.9 Rent Commencement Date

The Rent Commencement Date is:

One (1) month following the execution of this Lease.

1.10 Outgoings Commencement Date

The Outgoings Commencement Date is:

Not applicable.

1.11 Annual Rent

Annual Rent is \$1.00 (plus GST).

1.12 Market Review Dates

The Market Review Dates are:

Not Applicable.

1.13 CPI Review Dates

The CPI Review Dates are:

Not applicable.

1.14 Percentage Review Dates

The Percentage Review Dates are:

Not applicable.

1.15 Review Percentage

The Review Percentage is:

Not applicable.

1.16 Permitted Use

The Permitted Use is:

Administration and activation of the Shooting Stars Program.

1.17 Standard Trading Hours

The standard trading hours of the Complex are:

8.30am to 4.30pm.

1.18 Leased Landlord Property

The Leased Personal Property for the purposes of Clause 22.1(b) includes without limitation the following specific property:

- (a) Air conditioning split system(s).
- (b) Hand wash basin x 1 – hot and cold water, and
- (c) Double glass doors from the Mall and fixed double glass full length window.

2. DEFINITIONS

In this Lease, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

ABS means the Australian Bureau of Statistics or such other body or person as shall carry out the functions of the Australian Bureau of Statistics from time to time.

Acts includes all acts and statutes (State or Federal) for the time being enacted or modifying any Acts and all regulations by-laws requisitions or orders made under any Act by any Authority and Act means any one of them.

Additional Rights means the Tenant's additional rights detailed in Clause 4.2

Air Conditioning Equipment means all air conditioning plant and equipment installed in or used by the Premises that is not a Tenant's Fixture.

Annual Rent means the rent detailed in Clause 1.11

API means the Australian Property Institute Limited (WA Division).

Authority means any federal, state, local or quasi-governmental body or authority or any other public body or authority.

Business Day means a day which is not a Saturday, Sunday, public holiday or bank holiday in Western Australia.

Commencement Date means the date detailed in Clause 1.8

Common Areas means the parts of the Complex set aside by the Landlord:

- (a) for the common use of the Tenants of the Complex and their visitors and Employees; and
- (b) for use by the Landlord for the benefit of the Tenants of the Complex and their visitors and Employees,

including all (if any) roads, driveways, common parking areas, entrance and exit ways, walkways, malls, corridors, passageways, stairways, toilets, washrooms, rubbish storage areas and common storage facilities in the Complex.

Complex means the commercial complex and building or buildings erected on the Land.

Corporations Law means the Corporations Act 2001 (Cth).

CPI means:

- (a) Consumer Price Index, Table 1, All Groups for the City of Perth prepared by the ABS, provided that if the ABS updates the reference base of such Consumer Price Index, due conversion shall be made to preserve the intended continuity of calculation by using the appropriate factor determined by the ABS; or
- (b) if that Consumer Price Index is no longer published, then the index that an actuary of the Institute of Actuaries of Australia considers most closely reflects the changes in the cost of living in Perth. The actuary shall be appointed by the Landlord.

CPI Review Date means a date detailed in, or calculated in accordance with, Clause 1.13

Dispose means assign, transfer, sub-let, part with, share possession of (including by licence or concession) or dispose in any way of an interest in the Premises.

Employees means employees, agents, professional consultants, contractors, Tenants, licensees or invitees.

Event of Default means an event of default detailed in Clause 16.1

Group of Premises has the meaning given to that term in the Retail Shops Act, and more particularly refers to the Group of Premises of which the Premises is a part.

GST means goods and services tax, consumption tax, value added tax or like tax imposed on the sale of goods and supply of services.

Guarantee means the guarantee detailed in Clause 20

Guarantor means any person detailed in Clause 1.3

Insurance Costs means and includes:

- (a) the whole costs of the Landlord complying with Clause 13.4; and
- (b) the Tenant's Proportion of the Landlord complying with Clauses 13.5 and 13.6,

in each case including:

- (c) valuation costs;
- (d) inspection and assessment costs;
- (e) the whole cost of complying with any insurers' requirements;
- (f) all premiums and excesses (except to the extent recoverable from any other Tenant of the Complex); and

- (g) taxes, charges and levies imposed on insurance policies or payments made for or by them

Insured Risks means risk of damage or destruction by aircraft, earthquake, explosion, fire, flood, riot, civil commotion, burglary, lightning, storm and tempest and such other normal commercial risks as the Landlord may nominate by notice to the Tenant.

Land means the land detailed in clause 1.4

Landlord means the person/organisation detailed in Clause 1.1

Landlord's Fixtures means any fittings, fixtures, furnishings, living flora, plant, machinery and equipment in, on or attached to the Premises that are not Tenant's Fixtures, including any item referred to in Clause 11.6

Landlord's Reserved Rights means the rights reserved by the Landlord as referred to in Clause 4.6.

Lease means the lease constituted by this document and any valid amendments made to it and **this Lease** has a corresponding meaning.

Lease Rate means the rate equal to 2% above the prime lending rate then charged by the Landlord's principal bankers on overdraft facilities of \$100,000 or more.

Lease Year means the period:

- (a) from the Commencement Date until the next 30 June (inclusive);
- (b) of each 12 months from 1 July until the next 30 June during the Term; and
- (c) from 1 July immediately preceding the end of this Lease and ending at the end of this Lease (inclusive)

Leased Landlord Property has the meaning given to that term in Clause 22.1(b).

Lettable Area means the lettable floor area in square metres, calculated in accordance with the relevant method of measurement promoted by the Property Council of Australia Limited, or, where the Retail Shops Act applies, calculated in accordance with the relevant method of measurement as required by the Retail Shops Act from time to time, for the calculation of 'lettable area' as defined in the Retail Shops Act.

Liability means and includes claims, costs (including penalties, fines and legal costs), demands, damages, expenses, losses or other liability of any type.

Managing Agent means any managing agent employed by the Landlord for the management of the Premises or the Complex.

Market Rent means the rent obtainable for the Premises at the Market Review Date in question in a free and open market as if, all the relevant factors, matters or variables used in proper land valuation practice having been taken into account, the Premises were vacant and to let on similar terms as are contained in this Lease, and is not to take into account the value of:

- (a) the goodwill of the business carried on at the Premises; or
- (b) any stock, fixtures or fittings in the Premises that are not the property of the Landlord; or
- (c) any structural improvement, or alteration, of the Premises carried out, or paid for, by the current Tenant;

or such other definition of Market Rent as may be contained in the Retail Shops Act from time to time

Market Review Date means any date detailed in, or calculated in accordance with, Clause 1.12

Operating Expenses means and includes all outgoings, costs and expenses (including any GST on any of them) incurred by the Landlord in relation to the leased area in the Complex (excluding the Common Areas) and including (if applicable):

- (a) maintaining, repairing, refurbishing, renovating or replacing the Land or the leased Complex area:
- (b) providing, operating, maintaining, repairing, refurbishing, renovating, replacing, controlling and securing:
 - (i) the Services;
 - (ii) any consumable item or service provided by the Landlord to or for the leased Complex area for the benefit of the Tenants of the leased Complex area (as a whole);
 - (iii) any services or facilities provided to or at the leased Complex area, including:
 - (A) lighting and signage (whether illuminated or not);
 - (B) ventilation, air conditioning, heating and cooling services and facilities;
 - (C) lifts (both for passengers and goods) if applicable;
 - (D) washing and sanitary services and facilities;
 - (E) firefighting and prevention services and facilities;
 - (F) music, public address and customer information services and facilities;
 - (iv) security and emergency systems, services and facilities for the Land and the leased Complex area;
- (c) cleaning and decoration of the Land and the leased Complex area;
- (d) garbage collection, compacting, storage and removal services and facilities;

- (e) landscaping of and maintaining any landscaping at the Land or the leased Complex area;
- (f) policing and regulating traffic, parking and deliveries at the Land and the Complex;
- (g) providing, constructing, installing and then maintaining, repairing, refurbishing, decorating, renovating, replacing, controlling and securing any item, thing, facility or service which the Landlord considers necessary for the benefit of the Common Areas or for the benefit of the Tenants at the Complex (as a whole)
- (h) one half of the cost of audit of any Operating Expenses Statement; and;
- (i) anything ancillary to providing all the above including:
 - (i) the purchase or hire of motor vehicles, plant, equipment, tools and materials;
 - (ii) the employing of personnel (including all associated costs such as employer's superannuation contributions, sick pay, holiday pay and maternity benefits);
 - (iii) postage, photocopying and stationery costs; and
 - (iv) any taxes and statutory charges so far as not included in the Rates and Taxes,

but **excluding** any cost

- (j) to the extent that is the responsibility of any individual Tenant or Tenants at the remainder of the Complex; and
- (k) to the extent that it relates to any part of the remainder of the Complex that is intended by the Landlord for letting but is not let.

Operating Expenses Statement means an operating expenses statement as defined in Section 12(1)(d)(ii) of the Retail Shops Act, subject to the operation of Section 12(1c) of the Retail Shops Act.

Outgoings means and includes the sums payable by the Tenant to the Landlord in terms of Clause 7.1

Outgoings Commencement Date means the date detailed in Clause 1.11

Percentage Review Date means any date detailed in, or calculated in accordance with, Clause 1.14

Permitted Use means the use detailed in Clause 1.16

Plan means the plan (if any) attached to this Lease as Annexure A

Premises means the premises detailed in Clause 1.5 and the Landlord's Fixtures

Rates and Taxes means all municipal rates, water rates, taxes (including Federal or State Land Tax and Metropolitan Region Improvement Tax calculated on a single land holding basis), charges and other assessments and impositions of any type which may be assessed, charged or imposed on land and buildings or the owner or occupier of land and buildings

Renewal Term means any period detailed in Clause 1.7

Rent Commencement Date means the date detailed in Clause 1.9

Retail Shops Act means the Commercial Tenancy (Retail Shops) Agreements Act 1985 (WA) (as amended)

Review Date means any Market Review Date, CPI Review Date or Percentage Review Date

Review Percentage means the percentage detailed in Clause 1.15

Rules and Regulations means the rules and regulations (if any) that apply to the use of the Complex, a print of those current as at the Commencement Date being attached to this Lease as Annexure B

Services means water, drainage, sewerage, gas, electricity, heating, cooling, telephone, electronic media or other services and all conducting media and plant and equipment relating to them other than the Air Conditioning Equipment in so far as it does not serve the Premises alone

Standard Trading Hours means the hours referred to in Clause 1.17 or any alternative hours stipulated in a notice to the Tenant by the Landlord acting reasonably having regard to normal opening hours of equivalent premises in the locality of the Complex

Strata Titles Act means the Strata Titles Act 1985 (WA)

Tenant means the person/organisation detailed in Clause 1.2

Tenant's Fixtures means any fittings, fit out, fixtures, furnishings, living flora, plant, machinery and equipment placed in, on or attached to, the Premises at the cost, and for the sole benefit, of the Tenant which:

- (a) have not been placed in or on or attached to the Premises because of a Tenant's Obligations;
- (b) are not referred to in Clause 11.6; or
- (c) are not to be left in, on or attached to the Premises at the end of this Lease due to:
 - (i) any agreement between the Landlord and the Tenant under Clause 17.4; or
 - (ii) a condition of any consent given by the Landlord under Clause 11.1

Tenant's Obligations mean and include any obligation on, undertaking by or covenant of the Tenant to do or not do something, arising out of this Lease, any other deed or document ancillary to this Lease or imposed by law

Tenant's Proportion means the proportion due by the Tenant of an item of expenditure which relates jointly to the Premises and the Group of Premises, such proportion being the proportion that the Lettable Area of the Premises bears to the Total Lettable Area of the Group of Premises (but excluding any Common Areas) calculated at the commencement of the relevant accounting year

Tenant's Works means any:

- (a) works consented to by the Landlord in terms of Clause 11.1; or
- (b) works to be carried out by the Tenant in terms of Clause 10

Term means the duration of this Lease detailed in Clause 1.6

Total Lettable Area has the same meaning as given to the term 'total lettable area' in the Retail Shops Act (from time to time)

Unusable means where the Premises is so damaged or destroyed that:

- (a) it is substantially unfit for occupation or use by the Tenant;
- (b) it is not accessible by the Tenant for the Permitted Use

Valuer means a person who:

- (a) is licensed under the Land Valuers Licensing Act 1978 (WA);
- (b) is a full member of not less than three (3) years standing of the API; and
- (c) has been actively engaged in Western Australia for not less than three (3) years and is actively engaged at the time of appointment under this Lease in valuing similar premises to the Premises

3. INTERPRETATION

3.1 Headings etc.

- (a) The cover, warning, index and headings in this Lease are to be disregarded in interpreting this Lease.
- (b) Reference to a **Recital**, **Clause**, **Schedule** or **Annexure** is a reference to a recital, clause, schedule or annexure of this Lease.

3.2 Number and Gender

- (a) Words importing the singular include the plural and vice versa.
- (b) Reference to any gender includes all genders.

3.3 Persons and parties

- (a) Reference to a person includes a corporation, firm, unincorporated association or Authority.
- (b) Reference to a party means and includes a reference to that party, its successors, personal representatives and permitted transferees.

3.4 Joint and Several

- (a) Any obligation or undertaking entered, or a warranty given by more than one person or party is entered into or given by them jointly and severally.
- (b) The benefit of any obligation, undertaking or a warranty given to more than one person or party is given to them jointly and severally.

3.5 Covenants

- (a) Any obligation or undertaking entered, or warranty given by any party is a covenant by that party to the person with whom such obligation or undertaking is entered into or to whom the warranty was given.
- (b) A provision of this Lease prohibiting the Tenant or Guarantor from doing a thing shall require the Tenant or Guarantor to ensure compliance with it by the Tenant's employees or Guarantor's employees (as appropriate).
- (c) Where anything may be done by the Landlord in terms of this Lease, it may competently be done by the Landlord's Employees.

3.6 Implied Provisions

Where an Act implies or incorporates a provision into this Lease which:

- (a) affects any Tenant's Obligations;
 - (b) imposes any obligation onto the Landlord not envisaged by this Lease; or
 - (c) is inconsistent with this Lease as written,
- such provision shall not apply to this Lease unless it is mandatory.

3.7 Acts

References to any Act includes all Acts amending or consolidating it.

3.8 Time

- (a) If the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the next succeeding Business Day.
- (b) Reference to time is to the local time in Perth.
- (c) Reference to a month is to a calendar month.

- (d) In calculating any period expressed in months or years, if the corresponding day of the month does not exist in the month at the end of the period, the period shall end on the last day of that month.

3.9 Whole includes Part

Reference to any place, matter or thing includes a reference to any part of that place, matter or thing.

3.10 Including

The word **including** shall be construed as meaning including without prejudice to the foregoing generality.

3.11 Governing Law

- (a) This Lease shall be governed by and be interpreted in accordance with the laws of Western Australia.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

3.12 Severance

If any provision of this Lease is void or unenforceable, other provisions which are self-sustaining and capable of separate enforcement with regard to the void or unenforceable provision, are and continue to be valid and enforceable.

4. LEASE AND TERM

4.1 Grant of Lease

Subject to the provisions of this Lease, the Landlord leases the Premises to the Tenant for the Term.

4.2 Tenant's Additional Rights

Subject to the Tenant complying with every Tenant's Obligations, the Landlord grants to the Tenant the Additional Rights to:

- (a) use (on a non-exclusive basis) the Common Areas during Standard Trading Hours and other times permitted in this Lease;
- (b) use all Services serving the Premises;
- (c) use the Landlord's Fixtures; and
- (d) use the Air Conditioning Equipment.

4.3 Renewal

(a) If the Tenant wishes to lease the Premises for any Renewal Term and:

- (i) gives the Landlord notice in writing of such wish not less than 3 months before the end of the Term;
- (ii) (when giving such notice) has fully complied with every Tenant's Obligations; and
- (iii) continues to comply fully with every Tenant's Obligations until the end of the Term,

then the Landlord will lease the Premises to the Tenant for that Renewal Term at an initial annual rent equal to:

- (A) the Annual Rent payable immediately before that Renewal Term; or (if any)
- (B) the Annual Rent payable immediately before that Renewal Term as reviewed (at the sole option of the Landlord) on the date of commencement of that Renewal Term in accordance with Clause 6,

provided that the Guarantor (or any substitute or replacement Guarantor of the Tenant) guarantees the new lease created.

(b) The parties acknowledge that the Landlord must comply with section 13C of the Retail Shops Act (if applicable), to give the Tenant notice in writing of the date after which the option for any Renewal Term is no longer exercisable, with such notice to be given by the Landlord in accordance with the timing requirements of section 13C(1). If the Landlord fails to comply with the requirements of section 13C(1), then section 13C(2) of the Retail Shops Act shall apply.

(c) Until the review of Annual Rent referred to in Clause 4.3(a)(iii)(B) has been completed, the Tenant shall pay Annual Rent at the rate stipulated in Clause 4.3(a)(iii)(A) to account of the Annual Rent payable for the new lease of the Premises and then an adjustment shall be made.

(d) The Landlord, the Tenant and the Guarantor shall execute a deed renewing this Lease (prepared and completed by the Landlord) incorporating the provisions of this Lease.

4.4 Holding Over

If the Tenant with the consent of the Landlord continues to occupy the Premises after the end of this Lease, then the Tenant is a monthly Tenant of the Premises and:

- (a) the tenancy may be terminated by the Landlord or the Tenant giving to the other at least one month's notice which may expire on any day;
- (b) the monthly rent is an amount equal to 1/12th of the total of the Annual Rent and Outgoings payable for the 12 months immediately preceding the end of this Lease; and

- (c) all of the provisions of this Lease apply (with necessary modifications) to the monthly tenancy except any option for a new lease of the Premises.

4.5 Quiet Enjoyment

Provided that the Tenant punctually and fully complies with every Tenant's Obligations the Tenant shall and may peaceably possess and enjoy the Premises for the Term without any interruption or disturbance from the Landlord or any person lawfully claiming by, from or under the Landlord.

4.6 Landlord's Reserved Rights

The Landlord reserves the right to:

- (a) create or remove easements and restrictive covenants in any way affecting the Premises;
- (b) subdivide the Land;
- (c) grant or discharge any mortgage or other charge affecting the Land or the Complex;
- (d) run, maintain, alter or remove Services on, in, over or under the Land or the Complex;
- (e) permit others to run, maintain, alter or remove Services on, in, over or under the Land or the Complex;
- (f) grant and accept leases, including concurrent leases, and surrenders of leases affecting the Land or the Complex;
- (g) grant or deny consent or approval to any Tenant for any proposed assignment, sub-lease, change of use, alteration, addition or other matter affecting any part of the Land, the Complex or any other land belonging to the Landlord;
- (h) use any part of the Complex not included in the Premises for the purpose of advertising;
- (i) appoint a Managing Agent;
- (j) make, vary, revoke, enforce, waive, apply or not apply any Rules and Regulations provided that:
 - (i) any new or varied rule or regulation is consistent with the Tenant's rights under this Lease;
 - (ii) any variation to the Rules and Regulations has regard to the interests of both:
 - (A) the Landlord; and
 - (B) the Tenant's and occupiers of, and visitors to, the Complex as a whole; and
 - (iii) the Tenant is given at least 30 days prior notice of any variation to the Rules and Regulations.

4.7 Landlord's Control of Common Areas

The Landlord also reserves the right to control the maintenance, operation and use of the Common Areas including by:

- (a) making, varying, enforcing, waiving, applying or not applying any Rules and Regulations;
- (b) changing the area, level, location and arrangement of the Common Areas;
- (c) closing temporarily the Common Areas for the purpose of carrying out maintenance or construction works;
- (d) closing temporarily the Common Areas to avoid the accrual of any right or interest in the Common Areas by any person;
- (e) constructing, maintaining and operating lighting, heating, ventilation, public address or piped music facilities in the Common Areas; and
- (f) constructing, maintaining and operating common parking areas, including:
 - (i) the imposition of charges for parking;
 - (ii) the allocation of specified areas for the parking of vehicles by Tenants of the Complex and their Employees; and
 - (iii) the allocation of specified areas for the exclusive parking of vehicles by any specified person on such conditions as the Landlord, in its absolute discretion, thinks fit.

4.8 Liability of Landlord

Any person who is the Landlord at any time shall cease to have any liability to the Tenant in terms of this Lease immediately upon that person ceasing to be the landlord of the Premises.

5. RENT

5.1 Annual Rent

The Tenant shall pay the Annual Rent during the Term:

- (a) On the annual anniversary of the Rent Commencement Date, if applicable;
- (b) without demand for payment being made; and
- (c) without deduction or right of set-off (equitable or otherwise),

to the Landlord at the address given for the Landlord in this Lease or at such other address or in such other manner as the Landlord shall from time to time direct in writing.

5.2 Rent Free Period

The Tenant is not required to pay Annual Rent to the Landlord for the period (if any) between the Commencement Date and the Rent Commencement Date.

5.3 First Payment

The first instalment of Annual Rent shall be paid by the Tenant to the Landlord on the Rent Commencement Date.

6. RENT REVIEW

6.1 CPI Rent Review

On each CPI Review Date, the Annual Rent may be reviewed to the amount determined in the following manner:

(a) Basis of Review

The Annual Rent payable immediately before the CPI Review Date shall be increased by the percentage by which the CPI in respect of the quarter immediately preceding that CPI Review Date is increased over the CPI in respect of the quarter immediately preceding the previous Review Date (or where the relevant CPI Review Date is the first Review Date, the Commencement Date).

(b) Upwards Only

The Annual Rent payable after a CPI Review Date will not be less than the Annual Rent payable immediately before that CPI Review Date.

(c) Late CPI Review

The Landlord will not be prevented from reviewing the Annual Rent with effect from a CPI Review Date if the Landlord does so at any time before the next Review Date (if any) and the reviewed Annual Rent shall be payable from the relevant CPI Review Date.

7. OUTGOINGS

7.1 Payment of Operating Expenses

Subject to the rest of Clause 7, the tenant shall pay to the Landlord on demand the Tenant's proportion of the Operating Expenses.

7.2 Payment of Outgoings

The Tenant shall pay instalments to account of Outgoings in arrears on the same dates and in the same manner as payments of Annual Rent, each instalment being the amount estimated by the Landlord for the month as notified to the Tenant at the

commencement of, or as soon as reasonably practicable after that in, each Lease Year.

7.3 Adjustment of Outgoings

- (a) The Landlord shall, as soon as reasonably practicable after the end of each Lease Year, give notice to the Tenant detailing AO and PO.
- (b) Where AO exceeds PO, the Tenant shall pay the difference to the Landlord within 14 days after receiving the Landlord's notice.
- (c) Where PO exceeds AO, the Landlord shall, at its sole option either:
 - (i) pay the difference to the Tenant within 14 days after giving the Landlord's notice; or
 - (ii) retain the difference to account of the payments to account to be made by the Tenant under Clause 7.2, in which case, the Tenant may deduct the difference from those payments.

- (d) In this Clause 7.3, the following expressions shall have the following meanings:

AO means the Actual Outgoings due by the Tenant for the Lease Year in question; and

PO means the total of the Payments (to account of) Outgoings for the Lease Year in question actually paid by the Tenant.

7.4 Outgoings Free Period

The Tenant need not pay Outgoings for the period (if any) between the Commencement Date and the Outgoings Commencement Date.

7.5 Alter Estimates

The Landlord may, by notice to the Tenant, alter the estimate of Outgoings for any Lease Year at any time during that Lease Year and the payments to be made by the Tenant under Clause 7.2 shall be adjusted accordingly.

7.6 Payment for Services

The Tenant shall pay for all Services used solely at the Premises directly to the providers of any Service used or, if the Tenant fails to pay directly to any provider within 30 days after demand by any such provider, to the Landlord on demand.

7.7 Operating Expenses - Miscellaneous

- (a) Despite anything to the contrary in the definition of **Operating Expenses**, Operating Expenses shall not include any cost in relation to:
 - (i) the management of the Premises, the Strata Company or the Complex;

- (ii) the construction and/or capital alterations of the Complex;
 - (iii) the extension or structural improvement of the Complex;
 - (iv) any plant or equipment that is or will become the property of the Landlord, or
 - (v) excludes any payment of outgoings related to the Common Areas where Council has responsibility.
- (b) The Tenant may withhold payment of Outgoings:
 - (i) until one month after the Landlord has provided the Tenant with an estimate of the Outgoings for the Lease Year in question; or
 - (ii) (apart from in the first Lease Year) where an Operating Expenses Statement has not been given to the Tenant within 3 months after the end of the previous Lease Year, for the period from the expiry of three months after the previous Lease Year until the Landlord has produced such an Operating Expenses Statement.

8. OTHER FINANCIAL PROVISIONS

8.1 Interest on Late Payments

If the Tenant is more than 7 days late in paying any money due to the Landlord under this Lease, the Tenant shall also pay to the Landlord interest at the Lease Rate on such sum computed from the due date for payment until payment in full, including payment of the interest.

8.2 GST

The parties agree that while a goods and services tax, consumption tax, value added tax or like tax imposed on the sale of goods and/or the supply of services (**GST**) is in effect, the Tenant shall, in addition to the other sums detailed in this Lease, pay on demand:

- (a) the amount of GST validly charged by any person (including the Landlord) on the cost of the supply of any goods or services by that person to the Tenant; and
- (b) by way of reimbursement to the Landlord, the amount of GST paid by the Landlord to any person (including any Authority) in relation to a matter or thing (including rent and outgoings) that, or the cost of which, is the responsibility of the Tenant in terms of this Lease.

8.3 Landlord's Costs

The Tenant shall pay on demand:

- (a) the Landlord's legal costs (if any) for:
 - (i) the preparation, negotiation and completion of any deed or document assigning, varying or surrendering this Lease or sub-

letting the Premises (including any guarantees or other security relating to any of them); and

(ii) enforcing and seeking advice on enforcement of this Lease.

(b) the Landlord's costs charges and expenses for:

(i) the obtaining of any consent or approval from the Landlord and from any head landlord or other person which is required under this Lease;

(ii) the obtaining of any permission or consent in terms of any Act required in connection with or because of this Lease;

(iii) the negotiation and preparation of all documents relating to any consent or approval required by the Tenant (including consent under Clause 15), including all costs incurred by the Landlord and by any other person whose consent or approval is required, whether or not a consent is given, refused or the application for consent or approval is withdrawn;

(iv) supervising and inspecting any Tenant's Works (both during and at the end of the carrying out of those Tenant's Works);

(v) the preparation of any plan needed in connection with this Lease;

(vi) any work done by the Landlord at the request of the Tenant;

(vii) any breach of this Lease by the Tenant;

(viii) the exercise or attempted exercise by the Landlord of any right, power, privilege, authority or remedy against the Tenant or the Guarantor to enforce any Tenant's Obligations or to terminate this Lease due to an Event of Default; and

(ix) any action, suit or proceedings arising out of, concerned with or incidental to this Lease (unless costs are awarded to the Tenant against the Landlord in that action, suit or proceeding),

including all fees and costs of the Landlord's Employees and the Landlord's own reasonable administrative costs (except in so far as recovery is prohibited by law).

(c) any duty assessed under the Duties Act 2008 (including fines and penalties under the Duties Act 2008) and any registration fees in relation to any of the documents referred to in Clauses 8.3(a) and 8.3(b) (including any counterparts of them).

9. USE

9.1 Permitted Use

The Tenant shall only use the Premises for the Permitted Use.

9.2 Trading Hours

- (a) The Tenant acknowledges that the Common Areas (if any) are fully open to the public during the Standard Trading Hours.
- (b) If the Tenant takes access to the Complex or the Common Areas (if any) outside of the Standard Trading Hours or any other period permitted in terms of this Lease, the Tenant acknowledges that it:
 - (i) is responsible for the security of the Complex or the Common Areas (if any) during such out of hours access; and
 - (ii) must indemnify the Landlord on demand against any Liability incurred by the Landlord directly or indirectly arising from the Tenant taking access to the Complex or the Common Areas outside of the Standard Trading Hours (or other permitted period).
- (c) The Tenant shall not trade from the Premises at any time that is not permitted by law.

9.3 Conditions of Use

The Tenant shall not:

- (a) use the Premises for any noxious, noisy, hazardous, illegal, immoral or offensive purpose;
- (b) sleep at or use the Premises as a residence;
- (c) keep any animals in the Premises;
- (d) cause disturbance or damage to any neighbour (whether within or outside of the Complex);
- (e) obstruct the Common Areas;
- (f) smoke or allow smoking (cigarettes or e-cigarettes) in any enclosed part of the Premises or the Complex (other than in any room legally designated for that purpose);
- (g) burn waste except at a place approved by the Landlord and any relevant Authority for that purpose;
- (h) store or dispose of waste except in a manner or at a place approved by any relevant Authority for that purpose or by using a properly accredited waste disposal contractor approved by the Landlord;
- (i) bring to the Premises any plant, machinery or equipment likely to cause damage to the structure (including the floors) of the Premises or the Complex;
- (j) install at the Premises any public address or music system or loudspeakers of any other type which can be heard outside of the Premises;

- (k) use (negligently or otherwise) any toilets, sinks, water, drainage and other plumbing facilities in the Premises or the Complex for any purposes or in any manner other than those for which they were designed, constructed or provided;
- (l) use (negligently or otherwise, including overloading) any Services in the Premises or the Complex for any purposes or in any manner other than those for which they were designed, constructed or provided;
- (m) permit rodents, vermin, insects (including white ants) and other pests to infest the Premises and the Tenant shall have them exterminated at its sole cost; and
- (n) store or use (including for heating or lighting) any hazardous, inflammable or explosive chemicals or substances at the Premises unless:
 - (i) ordinarily required for the Permitted Use;
 - (ii) details have been provided to the Landlord and all insurers of the Premises or the Complex;
 - (iii) any increase in insurance premium charged by any insurer has been paid; and
 - (iv) such storage or use complies in every respect with the requirements of any applicable Acts or any relevant Authority.

9.4 Rules and Regulations

The Tenant shall fully comply with the Rules and Regulations (if any), and the Tenant agrees that a failure to comply with any of the Rules and Regulations is a breach of this Lease.

9.5 Compliance with Statute

The Tenant shall fully comply with:

- (a) any Act affecting or relating to the use of the Premises by the Tenant; and
- (b) any direction, requirement order or requisition of any competent Authority in relation to the Premises or its use (or the use of the Complex) by the Tenant,

and shall maintain all necessary licences and permits in relation to the Tenant's business at the Premises.

9.6 Notice of Orders or Requisitions

The Tenant shall immediately give to the Landlord a copy of any direction, requirement, order or requisition referred to in Clause 9.5(b) that is received by the Tenant.

9.7 Air Conditioning

- (a) The Tenant shall use and regulate the Air Conditioning Equipment to its best advantage in the prevailing weather conditions.

- (b) The Tenant must not run the Air Conditioning Equipment at a temperature that is noticeably different from the temperature of any airconditioned Common Areas.
- (c) The Tenant must not install in and, if required by notice from the Landlord, must remove from the Premises any equipment or appliance which, in the Landlord's reasonable opinion, is interfering with the performance of the Air Conditioning Equipment.
- (d) The Tenant has no claim against the Landlord arising out of from the Landlord's inability or failure to operate or maintain the Air Conditioning Equipment at any time or for any reason and, to the extent to which the Landlord has control over the Air Conditioning Equipment, the use and operation of the Air Conditioning Equipment is at all times at the discretion of the Landlord.

9.8 Security

- (a) In addition to Clause 9.2(b)(i), the Tenant shall ensure that the Premises are kept secure from theft, vandalism or fire at all times when the Premises are not open for trading.
- (b) The Tenant shall immediately advise the Landlord or the Managing Agent of any threat to the safety or security of the Complex or people using the Complex (including any bomb threat, fire or fire hazard or mob) of which the Tenant or any of the Tenant's employees becomes aware.
- (c) In the event of the Landlord identifying a threat to the safety or security of the Complex or the people using the Complex, the Tenant shall immediately comply with all directions given by the Landlord for the temporary closure or evacuation of the Complex.

9.9 No Warranty by Landlord

The Landlord does not warrant in any way that the Premises or the Complex are suitable or adequate for the Permitted Use or the Tenant's business.

The Tenant acknowledges that it must satisfy itself as to the suitability and adequacy of the Premises and the Complex for those purposes.

10. MAINTENANCE

10.1 Maintain Premises

The Tenant shall maintain the Premises in a state of condition and repair that is good, safe, clean, rubbish free, obstruction free and tidy.

10.2 Maintain Fixtures

The Tenant shall maintain:

- (a) the Landlord's Fixtures;

- (b) any Services serving only the Premises (including any connections linking such Services to common Services whether lying inside or outside of the Premises);
- (c) all floor coverings in the Premises (regardless of ownership); and
- (d) the Tenant's Fixtures,

in a state of condition and repair that is good, safe, clean, rubbish free, obstruction free and tidy.

10.3 Replacements

The Tenant shall, replace all broken, damaged or worn (noting reference to clause 10.4) where damage is demonstrated at the cause by the Tenant:

- (a) windows or plate glass;
- (b) Landlord's Fixtures (including any heating, lighting, electrical or gas equipment, fittings and consumables);
- (c) all floor coverings in the Premises (regardless of ownership); and
- (d) Tenant's Fixtures (other than stock in trade),

with replacements of equivalent design and quality to the broken, damaged or worn item when it was new and of a colour and type approved by the Landlord (such approval not to be unreasonably withheld).

10.4 Exclusion from Maintenance and Replacement

Clauses 10.1, 10.2 and 10.3 do not include maintenance or replacement due to:

- (a) fair wear and tear; or
- (b) damage caused by an Insured Risk except where:
 - (i) the damage was caused or contributed to by the negligence of the Tenant or any Tenant's Employee; or
 - (ii) the insurance moneys claimed cannot be recovered or are reduced due to any act or omission of the Tenant or any Tenant's Employee.

10.5 Standard of Maintenance and Replacement

All maintenance and replacement in terms of Clauses 10.1, 10.2 or 10.3 shall be carried out:

- (a) promptly;
- (b) by suitably qualified tradespersons;
- (c) with high class workmanship and good quality materials; and
- (d) to the satisfaction of the Landlord.

10.6 Decorate or Alterations

The Tenant shall not decorate (by painting, papering or varnishing) or alter any part of the Premises without the express permission and approval of the Landlord where the Landlord where such approval will not be unreasonably withheld.

10.7 Acknowledgment of Condition

The Tenant acknowledges that the Premises and the Landlord's Fixtures were in a good, safe, clean, rubbish free, obstruction free and tidy state of condition and repair at the Commencement Date.

10.8 Minimise Wear and Tear or Damage

The Tenant shall take all reasonable steps to minimise wear and tear or damage to:

- (a) the Premises;
- (b) the Landlord's Fixtures;
- (c) the Services (including the Air Conditioning Equipment);
- (d) all floor coverings in the Premises (regardless of ownership); and
- (e) the Tenant's Fixtures,

including any such steps requested by the Landlord or any Managing Agent, acting reasonably.

10.9 Notice of Damage

The Tenant must give immediate notice to the Landlord of:

- (a) any damage to or defect in the Premises, the Landlord's Fixtures or the Tenant's Fixtures;
- (b) any occurrence of a notifiable infectious disease at the Premises; and
- (c) any other events or circumstances likely to be or cause damage or risk to the Premises or any person in the Premises.

10.10 Landlord's Maintenance

Except to the extent where it is the responsibility of the Tenant or any other Tenant at the Complex, the Landlord shall maintain the structure of the Complex and the Common Areas in a state of condition and repair that is good, safe, clean, rubbish free, obstruction free and tidy but excluding work due to damage caused by an Insured Risk (except where the insurance moneys claimed cannot be recovered due to any act, omission, fact or circumstance beyond the direct control of the Landlord).

11. ALTERATIONS AND ADDITIONS

11.1 Alterations, Additions, and Installations

The Tenant shall not:

- (a) make any alteration or addition to:
 - (i) the Premises;
 - (ii) the Landlord's Fixtures;
 - (iii) any Services serving the Premises;
 - (iv) the Complex; or
 - (v) the Tenant's Fixtures (other than chattels and stock in trade); or
- (b) install any fitting, fixture, Services, awning, canopy, advertisement, antenna, pole, sign, plant, machinery or equipment in or on the Premises,

without the prior written approval of the Landlord which the Landlord may refuse, grant or grant subject to conditions at its sole discretion.

11.2 Tenant's Works Conditions

In carrying out any Tenant's Works, the Tenant shall:

- (a) at least 30 days before anticipated commencement of the Tenant's Works, provide the Landlord with detailed drawings and specifications of the Tenant's Works for consent in terms of Clause 11.1;
- (b) commence the Tenant's Works no later than 3 months after the date of the Landlord's consent to the Tenant's Works;
- (c) carry out the Tenant's Works:
 - (i) promptly;
 - (ii) using suitably qualified tradespersons;
 - (iii) using high class workmanship and good quality materials; and
 - (iv) to the satisfaction of the Landlord.
- (d) make good any damage caused to:
 - (i) any other part of the Premises;
 - (ii) any Landlord's Fixture;
 - (iii) the property of any other person,to the absolute satisfaction of the Landlord.

- (e) fully comply with every condition of the Landlord's consent to the Tenant's Works;
- (f) give notice to the Landlord once the Tenant considers the Tenant's works to be complete;
- (g) allow a representative of the Landlord to inspect the Tenant's Works:
 - (i) at any time during the carrying out of the Tenant's Works; and
 - (ii) after the Tenant has given notice to the Landlord that it considers the Tenant's Works to be complete;
- (h) comply with any reasonable directions of any such representative of the Landlord, including any alteration to the carrying out of the Tenant's Works to make the Tenant's Works comply with:
 - (i) the provisions of this Clause 11.2; or
 - (ii) any conditions or requirements contained in the Landlord's consent to the Tenant's Works; and
- (i) ensure that the Tenant's Works are completed within 6 months after the date of the Landlord's consent to the Tenant's Works.

11.3 Inconsistency with Approval

If there is any inconsistency between:

- (a) any condition attached by the Landlord to any approval given under Clause 11.1; and
- (b) any provision of Clause 11.2,

the condition attached by the Landlord to the approval under Clause 11.1 shall prevail.

11.4 Removal of Unauthorised Alterations etc.

The Tenant shall:

- (a) remove any alteration, addition or installation that does not fully comply with Clauses 11.1 and 11.2; and
 - (b) restore the Premises, the Landlord's Fixtures, the Services and the Tenant's Fixtures to the condition that they were in before such alteration, addition or installation,
- to the absolute satisfaction of the Landlord

11.5 Landlord May Carry Out

If the Tenant fails to fully comply with this Clause 11 within 14 days (or such longer time period as may be specified in the notice) after receipt by it of a notice from the Landlord requiring compliance, the Landlord may at its sole option (but at the cost of the Tenant, which cost the Tenant shall pay to the Landlord on demand) remedy such failure by doing anything that the Tenant has omitted or refused to do.

11.6 Ownership of Tenant's Fixtures

All Tenant's Fixtures are to remain the property of the Tenant other than (to the extent not already excluded from the definition of Tenant's Fixtures contained in Clause 2) any shop front, air conditioning equipment, toilets or other plumbing fixtures and any other Tenant's Fixture which has become an integral part of the Premises that would cause damage to the Premises if removed, which Tenant's Fixtures shall become the property of the Landlord and shall for the purposes of this Lease be treated as Landlord's Fixtures.

12. COMPULSORY ALTERATIONS

If any Authority competently requires any alterations, additions, installations or other works to or at the Premises for which the Tenant is not liable under this Lease, the Landlord may enter the Premises at all reasonable times (and causing the minimum practicable inconvenience or disturbance to the Tenant) for the purpose of carrying out any such structural alterations, additions, installations or other works without being liable for any loss or damage sustained by the Tenant.

13. INSURANCE AND INDEMNITIES

13.1 Tenant's Insurance

The Tenant shall affect and constantly maintain the following insurances:

- (a) public liability insurance for at least \$20,000,000 (or such higher figure as the Landlord may reasonably require by notice to the Tenant) for any one event relating in any way to the Premises or the use to which the Premises is put;
- (b) plate glass insurance against breakage or damage to any type of glass at the leased area of the Premises in accordance with clause 13.6(a)
- (c) any other insurance required by law of the occupier of premises;
- (d) worker's compensation insurance with unlimited cover and extension cover for common law liability for at least the same amount per event as detailed in Clause 13.1(a);
- (e) breakdown insurance for any plant, equipment or machinery at the Premises regarding the Tenant's ownership); and
- (f) comprehensive insurance against the Insured Risks in relation to:
 - (i) the Landlord's Fixtures;
 - (ii) the Services so far as serving the Premises only; and
 - (iii) the Tenant's Fixtures (which includes the Tenant's fit out),for the full reinstatement value (including site clearance costs and professional consultant fees) of them.

13.2 Terms of Insurance Policies

Every insurance policy effected and maintained in terms of Clause 13.1 shall:

- (a) be affected with a reputable insurance company approved by the Landlord (such approval not to be unreasonably withheld);
- (b) be on terms and conditions approved by the Landlord (such approval not to be unreasonably withheld); and
- (c) incorporate a cross liability and waiver of subrogation clause.

13.3 Evidence of Insurance

Within 5 Business Days after a request by the Landlord to do so, the Tenant shall give the Landlord written evidence of full compliance with Clause 13.1.

13.4 Landlord's Insurance Option

The Landlord may, at its option, elect (by notice to the Tenant) to effect any of the insurances referred to in Clause 13.1 and the Tenant shall, upon receipt of such notice and in liaison with the Landlord, terminate any policy of the same type effected by it so as to avoid double insurance.

13.5 Landlord's Insurance

The Landlord shall affect and constantly maintain the following insurances:

- (a) public liability insurance for at least \$20,000,000 for any one event relating in any way to the Complex and the Common Areas or the use to which the Common Areas are put;
- (b) any other insurance required by law of the owner of premises; and
- (c) comprehensive insurance against the Insured Risks in relation to:
 - (i) the structure of the Complex (including the Premises);
 - (ii) the Common Areas; and
 - (iii) the Services so far as serving:
 - (A) more than one premises in the Complex; or
 - (B) serving the Common Areas,for the full reinstatement value (including site clearance costs and professional consultant fees) of them.

13.6 Landlord's Additional Insurance

In addition to Clauses 13.4 and 13.5, the Landlord may, at its option, effect the following insurances, in such amounts and on such terms as the Landlord may reasonably determine:

- (a) plate glass insurance against breakage or damage (of any cause) to any type of glass in the Common Areas that includes the facia area of the Tenant's premises;
- (b) breakdown insurance for any plant, equipment or machinery belonging to the Landlord in the Common Areas; and
- (c) worker's compensation insurance (including common law liability cover) for the Landlord's Employees (if any) engaged in employment at the Premises.

13.7 Claims

The Tenant shall:

- (a) immediately give the Landlord notice of any event that may result in a claim being made against any of the insurance policies effected in terms of Clauses 13.1 or 13.4;
- (b) not make, agree, settle or compromise any claim against any of the insurance policies effected in terms of Clauses 13.1 or 13.4 without the written consent of the Landlord; and
- (c) allow the Landlord to make, agree, settle or compromise any such claim on behalf of the insured if the Landlord gives notice to that effect to the Tenant.

13.8 Application of Insurance Proceeds

Subject to Clause 14.4, the Landlord and the Tenant must both apply the whole proceeds, received by them, of any claim made against any of the insurances referred to in Clause 13.1 towards the damage, destruction, or other Liability in respect of which the claim was made, the Tenant being responsible for any shortfall.

13.9 Preservation of Insurance

- (a) The Tenant shall not do or omit to do anything which will or might:
 - (i) cancel, replace or alter any insurance policy effected in terms of Clause 13.1 without obtaining the Landlord's prior approval (such approval not to be unreasonably withheld);
 - (ii) render void, voidable or unenforceable (to any extent):
 - (A) any insurance policy effected in terms of Clauses 13.1, 13.4, 13.5 or 13.6; or
 - (B) any other insurance policy effected by the Landlord in relation to the Premises or any other land owned by the Landlord; or
 - (iii) cause any increase in the premium payable in relation to:
 - (A) any insurance policy effected in terms of Clauses 13.1, 13.4, 13.5 or 13.6; or

- (B) any other insurance policy effected by the Landlord in relation to the Premises or any other land owned by the Landlord.
- (b) The Tenant shall, at its own cost, fully comply with all requirements of any insurer providing insurance cover pursuant to Clauses 13.1, 13.4, 13.5 or 13.6.

13.10 Indemnity by Tenant

The Tenant indemnifies the Landlord from and against all Liability in respect of or resulting from:

- (a) damage to or destruction of any property, or the death of or injury to any person, no matter how or where this occurs:
 - (i) caused or contributed to in any way by:
 - (A) the Tenant;
 - (B) any Tenant's Employee; or
 - (C) any other person at the Premises with the express or implied consent of the Tenant;
 - (ii) caused or contributed to by the occupation or use of the Premises; or
 - (iii) resulting from a breach by the Tenant of any Tenant's Obligations, except to the extent caused by the negligence of the Landlord;
- (b) a breach by the Tenant of any provision of Clause 13;
- (c) misuse (negligent or otherwise) of any Services or other facilities at the Premises by the Tenant or any Tenant's Employee;
- (d) any overflow, leakage or escape of water, gas, electricity, fire, or other thing at or from the Premises caused or contributed to by the Tenant or any Tenant's Employee;
- (e) faulty installation of any Landlord's Fixture or Tenant's Fixture by the Tenant or any Tenant's Employee; and
- (f) any claim by, death of or injury to any person because of passive smoking in the Premises.

13.11 Release by Tenant

The Tenant acknowledges that it occupies and uses the Premises and the Landlord's Fixtures at its own risk and releases the Landlord from all Liability in connection with:

- (a) the death of or injury to any person (unless caused by the negligence of the Landlord);

- (b) damage to or destruction of any property (unless caused by the negligence of the Landlord);
- (c) failure by the Landlord, for reasons beyond the Landlord's direct control, to comply with this Lease;
- (d) the exercise by the Landlord of any right, entitlement or requirement in terms of this Lease (including the carrying out of works at the Premises for whatever reason); or
- (e) any deficiency in the Premises, the Landlord's Fixtures or the Services (unless caused by the negligence of the Landlord).

13.12 Preservation of Indemnity and Release

- (a) Despite anything to the contrary expressed or implied in this Lease or at law, the Tenant's Obligations under Clause 13.10 are unaffected by the provisions relating to insurance in Clauses 13.1 to 13.9 (inclusive).
- (b) Clauses 13.10 and 13.11 shall survive the expiry or termination of this Lease and shall remain enforceable in full.

14. DAMAGE AND DESTRUCTION

14.1 Effect of Damage or Destruction

If the Complex is so damaged or destroyed that:

- (a) the Premises become Unusable;
 - (b) customers of the Tenant's business at the Premises cannot properly access the Premises; or
 - (c) the Complex requires major rebuilding works,
- then the Landlord:
- (d) may, within 3 months after such damage or destruction, terminate this Lease by 7 days' notice to the Tenant;
 - (e) is not obliged to rebuild the Complex; and
 - (f) shall, within 3 months after such damage or destruction, give notice to the Tenant advising the Tenant:
 - (i) whether or not the Landlord intends to rebuild the Complex; and
 - (ii) if the Landlord intends to rebuild, how long that rebuilding is estimated to take,

unless the Landlord has terminated this Lease under Clause 14.1(d).

14.2 Rent Abatement

This clause is not applicable in accordance with clause 1.11 of this Lease.

14.3 Tenant May Terminate

If the Premises are Unusable and:

- (a) the Landlord has given the Tenant notice under Clause 14.1(f)(i) that it does not intend to rebuild; or
- (b) the Landlord has given the Tenant no notice under Clause 14.1(f) and the Premises remains Unusable for more than 3 months; or
- (c) the Premises remain Unusable for more than 3 months,

then the Tenant may give the Landlord 7 days' notice to terminate this Lease but without affecting any rights of the Landlord in relation to any prior breach by the Tenant of any Tenant's Obligations.

14.4 Effect of Termination

If this Lease is terminated under Clauses 14.1 or 14.3:

- (a) all insurance money paid to the Landlord or to the Tenant (other than that in relation to the Tenant's Fixtures) because of the damage or destruction causing the Premises to be Unusable shall become the property of the Landlord; and
- (b) so far as not already paid to the Landlord, shall be paid by the Tenant to the Landlord on demand.

This Clause 14.4 shall survive termination of this Lease.

15. ASSIGNMENT AND SUB-LETTING

15.1 Property Law Act Excluded

Sections 80 and 82 of the Property Law Act 1969 do not apply to this Lease.

15.2 No Disposal

Except as set out in this Clause 15, the Tenant shall not Dispose of any part of this Lease or the Premises.

15.3 No Mortgage, Charge or Lien

The Tenant shall not mortgage, charge or otherwise encumber in any way (including by way of lien) any interest in the Premises, the Landlord's Fixtures or the Tenant's Fixtures without obtaining the Landlord's prior written consent.

15.4 Assignment with Consent

The Tenant may assign the whole of its interest in this Lease after obtaining the written consent of the Landlord which consent shall not be unreasonably withheld where:

(a) **Financial Requirements**

The Tenant proves to the Landlord that the proposed assignee is:

- (i) respectable, responsible and of good financial standing;
- (ii) capable of fully performing every Tenant's Obligations; and
- (iii) capable of carrying on its proposed business at the Premises.

(b) **No Arrears**

The Annual Rent and all other moneys then due and payable to the Landlord under this Lease have been paid in full.

(c) **No Default**

There is no un-remedied Event of Default.

(d) **Adequate Security**

Subject to Clause 15.8, the proposed assignee has provided to the Landlord:

- (i) a security deposit;
- (ii) a bank guarantee; or
- (iii) a personal guarantee from a third party

for the full performance of every Tenant's Obligations on terms acceptable to the Landlord.

(e) **Deed of Assignment**

The Tenant and the proposed assignee have executed and delivered to the Landlord an assignment to which the Landlord is a party in a form prepared and completed by the Landlord's lawyers at the Tenant's cost (which shall incorporate a covenant by the proposed assignee to fully perform every Tenant's Obligations).

(f) **Caveat**

The Tenant has withdrawn any caveat lodged by it affecting the title to the Complex.

(g) **Landlord's Costs**

The Tenant has paid to the Landlord all costs, charges and expenses payable by the Tenant in terms of Clause 8.3.

15.5 Retail Shops Act Deemed Consent to Assignment

Even if consent to an assignment is deemed to have been given by the Landlord by virtue of the Retail Shops Act, the Tenant must still fully comply with the criteria contained in Clauses 15.4(a) to 15.4(g) inclusive and 15.9, which the Tenant covenants with the Landlord that it will do.

15.6 Sub-letting with Consent

The Tenant may sub-lease the whole of the Premises after obtaining the written consent of the Landlord which consent shall not be unreasonably withheld where:

(a) **Financial Requirements**

The Tenant proves to the Landlord that the proposed sub-Tenant is:

- (i) respectable, responsible and of good financial standing;
- (ii) capable of fully performing every Tenant's Obligations applied to the proposed sub-Tenant by the sub-lease; and
- (iii) capable of carrying its proposed business at the Premises.

(b) **No Premium**

No fine or premium must be paid for granting of the sub-lease.

(c) **Rent Limitation**

The rent payable under the sub-lease must be the same as the Annual Rent payable under this Lease.

(d) **Sub-Lease**

Subject to Clause 15.8, the Tenant and proposed sub-Tenant have executed and delivered to the Landlord a sub-lease to which the Landlord is a party in a form approved or prepared by the Landlord's lawyers at the Tenant's cost which will contain:

- (i) covenants, terms and conditions that are consistent with this Lease and which oblige the sub-Tenant to act not inconsistently with any Tenant's Obligations;
- (ii) provision for review of the rent payable under the sub-lease at the same times and in the same manner as provided for in this Lease; and
- (iii) provisions limiting the sub-Tenant's power to Dispose of the sub-let premises on the same terms as appear in this Lease.

(e) **Landlord's Costs**

The Tenant has paid to the Landlord all costs, charges and expenses payable by the Tenant in terms of Clause 8.3.

15.7 Retail Shops Act Deemed Consent to Sub-Lease

Even if consent to a sub-lease is deemed to have been given by the Landlord by virtue of the Retail Shops Act, the Tenant must still fully comply with the criteria contained in Clauses 15.6(a) to 15.6(e) inclusive and 15.8, which the Tenant covenants with the Landlord that it will do.

15.8 Directors'/Shareholders' Guarantees

Where the proposed assignee or sub-Tenant is a corporation (other than a corporation listed in the Australian Stock Exchange), it is a term of the Landlord's consent to any assignment or sub-lease that, at the sole option of the Landlord, the directors or substantial shareholders of that corporation shall:

- (a) in the case of an assignment, guarantee the full performance of every Tenant's Obligations by the assignee; or
- (b) in the case of a sub-lease, guarantee the full performance of every Tenant's Obligations by the sub-Tenant other than those relating to payments of money by the Tenant under Clauses 5 to 8,

in each case, such guarantee to be in a form to be approved or produced by the Landlord's lawyer at the Tenant's cost.

15.9 Change in Control

If the Tenant is a corporation (other than a corporation listed in the Australian Stock Exchange) any Change in Control of the Tenant (or if the Tenant is a subsidiary, any Change in Control of its holding company) is taken to be an assignment of the Tenant's interest in this Lease. In this Clause:

- (a) **Change in Control** means control of the composition of the board of directors or control of more than 50% of the shares with the right to vote at general meetings of the company; and
- (b) words used in this clause and defined in the Corporations Law have the meanings given to them in the Corporations Law.

15.10 No Possession Until Consent

The Tenant may not permit any proposed assignee or sub-Tenant to occupy the Premises unless and until the Landlord gives its written consent (or is deemed by the Retail Shops Act to have given its consent) and all of the other provisions of Clauses 15.4, 15.5 and 15.8 or 15.6, 15.7 and 15.8 (as appropriate) have been fully complied with.

16. DEFAULT

16.1 Event of Default

An Event of Default is where:

- (a) any part of the Annual Rent or Outgoings remains unpaid for 7 days after becoming due;
- (b) the Tenant is in breach of any other Tenant's Obligations and fails to remedy such breach within 14 days after notice under Section 81 of the Property Law Act 1969 (WA) by the Landlord has been given to the Tenant requiring remedy of the breach;
- (c) an application is made to a court for an order, or an order is made that the Tenant or Guarantor be wound up;
- (d) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Tenant or Guarantor or one of them is appointed, whether or not under an order;
- (e) a meeting is convened, or a resolution is passed to appoint an administrator of the Tenant or Guarantor;
- (f) except to reconstruct or amalgamate while solvent on terms approved by the Landlord, the Tenant or Guarantor enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration or arrangement involving any of them;
- (g) the Tenant or Guarantor proposes to or enters into a deed of company arrangement with or for the benefit of all or any class of its creditors without the consent of the Landlord;
- (h) a resolution is passed to wind up or dissolve the Tenant or Guarantor, or the Tenant or Guarantor is dissolved;
- (i) an application is made or notice given or other procedure commenced for the dissolution or cancellation of the registration of the Tenant or the Guarantor under the Corporations Law or by analogous process;
- (j) the Tenant or Guarantor is insolvent within the meaning of "insolvent" in section 95A(2) of the Corporations Law;
- (k) any of the events mentioned in paragraphs (a) to (f) inclusive of section 459C(2) of the Corporations Law occurs in relation to the Tenant or Guarantor;
- (l) the appointment of an administrator or a controller, as defined by the Corporations Law, in respect of the Tenant or Guarantor, or a receiver, or manager, or receiver and manager of the whole or part of the assets and undertaking of the Tenant or Guarantor;

- (m) the Tenant or Guarantor proposes or enters into a deed of arrangement, composition with or deed of assignment or an assignment for the benefit of all or any of the Tenant's or Guarantor's creditors or any class of creditors;
- (n) a mortgagee takes possession of any of the Tenant's property or assets;
- (o) anything analogous or having a substantially similar effect to any of the events specified in Clauses 16.1(c) to 16.1(n) (inclusive);
- (p) the Guarantor seeks to exercise a right of subrogation against the Tenant;
- (q) execution is levied against the Tenant and not discharged within thirty (30) days; or
- (r) the Premises are deserted and/or vacated.

16.2 Landlord's Rights on Default

Where there is an Event of Default the Landlord may at its option and without prejudice to any other right, claim or remedy which the Landlord has against the Tenant, the Guarantor or any other person in respect of such Event of Default:

- (a) terminate this Lease by:
 - (i) re-entering into and taking possession of the Premises (by force if necessary); or
 - (ii) notice in writing to the Tenant to that effect; or
- (b) by notice in writing to the Tenant elect to convert the Term into a tenancy from week to week in which event this Lease shall be terminated as from the date of service of such notice and then the Tenant shall hold the Premises as a Tenant from week to week at a weekly rental equal to 1 week's proportion of the Annual Rent (payable weekly in advance) but otherwise on the terms and conditions of this Lease so far as they can be applied to a weekly tenancy.

16.3 Essential Terms

Each Tenant's Obligations listed in this Clause 16.3 is an essential term of this Lease:

- (a) Clause 5.1 – payment of Annual Rent;
- (b) Clause 7 – payment of Outgoings and for Services;
- (c) Clause 8.2 – payment of GST;
- (d) Clause 9.1 – Permitted Use of the Premises;
- (e) Clause 10 – maintenance of the Premises;
- (f) Clause 11 – alterations to the Premises;
- (g) Clause 13 – insurance of the Premises; and
- (h) Clause 15 – Disposal of the Premises or this Lease.

This Clause 16.3 does not prevent any other Tenant's Obligations being an essential term of this Lease.

16.4 Damages

Subject to Clause 16.5, if the Landlord terminates this Lease following:

- (a) a breach of an essential term of the Lease; or
- (b) the failure by the Tenant to comply with a notice given to the Tenant to remedy any default,

the Landlord shall, without prejudice to any other remedy available to the Landlord, be entitled to recover damages from the Tenant, including, by way of liquidated damages for such breach the sum calculated by the formula:

AR – ML

Where:

AR means the aggregate of:

- (i) the Annual Rent and all other moneys (including the Landlord's reasonable estimate of future Rates and Taxes) which would have been payable by the Tenant for the remainder of the Term had it run until expiry by passing of time; and
- (ii) all Liability incurred or expected to be incurred by the Landlord because of the early termination of this Lease, including the costs of re-letting of the Premises.

ML means the aggregate of the Annual Rent and all other moneys (including the Landlord's reasonable estimate of future Rates and Taxes) which the Landlord by taking proper steps to re-let the Premises obtains or could reasonably be expected to obtain by re-letting the Premises for the remainder of the Term had it run until expiry by passing of time.

16.5 Damages Provisions

(a) Discount of Damages

To the extent that damages under Clause 16.4 represent an acceleration of payments which would otherwise have been received over a period of time, the damages received may be discounted accordingly at a rate of five per cent (5%) per annum and the discount will be calculated with effect from the date on which those damages in full (less any discount) are received by the Landlord.

(b) Saving Provisions

The Landlord's entitlement to recover damages is not affected or limited by:

- (i) the Tenant abandoning or vacating the Premises;

- (ii) the Landlord electing to re-enter the Premises or to terminate the Lease;
- (iii) the Landlord accepting the Tenant's repudiation; or
- (iv) any conduct of the Landlord and the Tenant constituting a surrender by operation of law.

(c) **Period to Which Damages Apply**

The Landlord may claim damages against the Tenant in respect of the entire Term of this Lease including the period before and after the Tenant has vacated the Premises and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in Clause 16.5(b) whether the proceedings are instituted either before or after such conduct.

(d) **Mitigation of Loss**

The Landlord must take reasonable steps to mitigate its Liability because of the early termination of this Lease and try to re-let the Premises at a reasonable rent and on reasonable terms.

(e) **Acceptance of Rent on Re-letting**

Nothing shall require the Landlord to offer or accept rent or terms on re-letting that are the same or like the rent or terms contained in this Lease.

16.6 Landlord's Right to Remedy

The Landlord may at its option remedy, at any time without notice, any failure by the Tenant to comply with any Tenant's Obligations and whenever the Landlord so elects all costs and expenses incurred by the Landlord (including legal costs and expenses) in remedying a failure shall be paid by the Tenant to the Landlord on demand.

16.7 Landlord's Entry

The Landlord or any Landlord's Employee may at any reasonable time after giving the Tenant reasonable notice (except in case of emergency when no notice shall be required) enter the Premises:

- (a) to inspect the state of condition and repair of the Premises;
- (b) to serve on the Tenant a notice requiring the Tenant to fully comply with any Tenant's Obligations; or
- (c) to do anything that the Landlord may require to be done (including anything that the Tenant has failed to do) at the Premises in exercise of the Landlord's powers, rights and entitlements under this Lease;

16.8 Acceptance of Rent Not Prejudicial

The acceptance of Annual Rent or other money under this Lease or an attempt by the Landlord to mitigate its loss:

- (a) is not a waiver of a preceding breach by the Tenant of any Tenant's Obligations;
- (b) is not a surrender of this Lease by operation of law; and
- (c) does not affect the rights of the Landlord under this Lease or operate as a release of the Tenant or Guarantor from liability in respect of any Tenant's Obligations.

16.9 Effect of Waivers of Default

No consent or waiver expressed or implied by the Landlord to or of any breach of any Tenant's Obligations shall be construed as a consent to or waiver of any other breach of the same Tenant's Obligations or any breach of any other Tenant's Obligations.

17. END OF LEASE AND VACATING PREMISES

17.1 "To Let" and "For Sale" Signs

The Tenant shall permit the Landlord to:

- (a) show the Premises to prospective Tenants or purchasers of the Premises at all reasonable times;
- (b) during the 3 months prior to the end of this Lease, affix and exhibit on the Premises where the Landlord shall think fit (other than in such position as shall materially obscure any window of the Premises) "For Let" signs which the Tenant shall not remove without the written consent of the Landlord; and
- (c) affix and exhibit on the Premises where the Landlord shall think fit (other than in such position as shall materially obscure any window of the Premises) "For Sale" signs which the Tenant shall not remove without the written consent of the Landlord.

17.2 Vacate the Premises

At the end of this Lease (no matter how that arises) the Tenant shall:

- (a) vacate the Premises;
- (b) give the Landlord all keys for the Premises;
- (c) give the Landlord the combinations to any locks, safes or vaults in the Premises;
- (d) leave the Premises and the Landlord's Fixtures in a condition that is:
 - (i) clean;
 - (ii) rubbish free; and

- (iii) consistent with full compliance by the Tenant with every Tenant's Obligations.

17.3 Remove Tenant's Fixtures

Before the end of this Lease (no matter how that arises) the Tenant shall:

- (a) remove all the Tenant's Fixtures from the Premises; and
- (b) make good any damage caused by such removal to:
 - (i) the Premises;
 - (ii) any Landlord's Fixture;
 - (iii) any Services serving the Premises;
 - (iv) the Complex; or
 - (v) the property of any other person,

to the absolute satisfaction of the Landlord.

17.4 Tenant's Fixtures left by Agreement

Before the end of this Lease (no matter how that arises), the Landlord and the Tenant may agree in writing that some or all of the Tenant's Fixtures shall remain on the Premises at the end of this Lease, in which event, such part of the Tenant's Fixtures shall become part of the Landlord's Fixtures.

17.5 Tenant's Fixtures not Removed

- (a) Any Tenant's Fixtures not removed from the Premises by 7 days after the end of this Lease (no matter how that arises) (the "**Abandoned Tenant's Fixtures**") shall be held to have been abandoned by the Tenant and the Landlord may then, at the sole risk and cost of the Tenant:

- (i) remove the Abandoned Tenant's Fixtures from the Premises;
- (ii) deposit the Abandoned Tenant's Fixtures in a public warehouse or other suitable storage facility in the name of the Tenant; and
- (iii) if the Abandoned Tenant's Fixtures are not collected by the Tenant from such warehouse or storage facility by 14 days after their deposit there, the Landlord may sell all such Abandoned Tenant's Fixtures, in which case the Landlord shall account for the proceeds of sale to the Tenant after deduction of:
 - (A) the costs of sale; and
 - (B) any unpaid moneys due by the Tenant under the Lease.

- (b) For the avoidance of doubt, the Landlord's interest in the Abandoned Tenant's Fixtures created by this Clause 17.3 constitutes a security interest under the

Personal Property Securities Act 2009 and as such the Abandoned Tenant's Fixtures are included in the definition of Leased Personal Property in Clause 22.1(b) of this Lease.

17.6 Landlord May Make Good

Where:

- (a) the Tenant fails to fully comply with Clause 17.3(b); or
- (b) the Landlord removes any Tenant's Fixtures under Clause 17.5,

the Landlord may at its sole option but at the cost of the Tenant carry out or complete the making good of any damage caused to the Premises, the Landlord's Fixtures or the property of any other person.

17.7 Continuing Rent

During any period until the later of:

- (a) the Landlord removing any Tenant's Fixtures under Clause 17.5; and
- (b) all damage caused by the removal of any Tenant's Fixtures has been made good,

the Tenant shall pay by way of damages an amount equal to the Annual Rent and Outgoings which would have been payable by the Tenant had the Tenant been holding over the Premises in terms of this Lease for that period noting the provisions of clause 1.11 of this lease.

17.8 Survival of Clause 17

Clause 17 shall survive the expiry or termination of this Lease and shall remain enforceable in full by the parties against each other.

18. SPECIAL PROVISIONS

18.1 Special Conditions

The special conditions contained in Schedule 1 shall apply to and form part of this Lease.

18.2 Lease Variations

The provisions of this Lease are varied to the effect and to the extent detailed in Schedule 2 and the parties agree that, except to the extent amended by Schedule 2, the remainder of this Lease remains in full force and effect.

18.3 Inconsistency

- (a) In the event of any inconsistency between the contents of Schedule 1 or Schedule 2 and any provision of the remainder of this Lease, the contents of Schedule 1 or Schedule 2 as appropriate shall prevail.

- (b) In the event of any inconsistency between the contents of Schedule 1 and Schedule 2, unless the contrary is expressly stated or is implied by law, the contents of Schedule 2 shall prevail.

19. MISCELLANEOUS

19.1 Arbitration

- (a) Unless otherwise provided in this Lease, any dispute arising out of any provision of this Lease shall be determined by a single arbitrator under the provisions of the Commercial Arbitration Act 2012(as amended or replaced from time to time).
- (b) In any arbitration, the Landlord, Tenant or any Guarantor may each be represented by a lawyer.
- (c) Pending a decision in any arbitration, the Tenant shall not be entitled to withhold any payment due to the Landlord in terms of this Lease.

19.2 Notices

- (a) Any notice to be given to a party under this Lease shall be in writing and may be:
 - (i) delivered personally;
 - (ii) sent by pre-paid mail; or
 - (iii) sent by facsimile

in each case addressed to the party at its address set out in this Lease, or to such other address as it may from time to time notify to the other party.
- (b) Each party may change its address by giving notice to all other parties.
- (c) Any notice given under this Clause shall be conclusively deemed to have been received:
 - (i) in the case of personal delivery, on the actual day of delivery if delivered prior to 5.00 p.m. on a Business Day or on the next following Business Day if delivered after 5.00 p.m. on a Business Day or on other than a Business Day;
 - (ii) if sent by mail, on the second clear Business Day after the day of posting; or
 - (iii) if sent by facsimile, on the day of receipt by the sender of the answerback code of the addressee at the conclusion of the transmission if received prior to 5.00 p.m. on a Business Day or on the next following Business Day if received after 5.00 p.m. on a Business Day or on other than a Business Day.

19.3 Effect of Execution

This Lease shall be binding upon each person who has executed it despite:

- (a) the failure of any person (other than the Landlord) to execute it;
- (b) the unenforceability of any part of this Lease; or
- (c) the unenforceability of any part of this Lease against any signatory or intended signatory of this Lease.

19.4 Partnership

This Lease is not a partnership or joint venture between the Landlord, the Tenant and the Guarantor.

19.5 Further Assurances

The Landlord, Tenant and Guarantor shall execute all documents and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Lease.

19.6 Variations

This Lease may only be varied by Deed executed by the then Landlord and Tenant.

19.7 Counterparts

This Lease may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

19.8 Attorneys

Where this Lease is executed by an attorney, that attorney by executing declares that it has no notice of the revocation of the power of attorney under which it is acting.

19.9 Caveats

- (a) The Tenant shall not lodge an absolute caveat over the Premises.
- (b) The Tenant may lodge a maximum of one subject to claim caveat over the Premises only.
- (c) The Tenant shall, at its own cost, remove any caveat lodged over the Premises contrary to Clauses 19.9(a) and 19.9(b) within 7 days after receipt of notice from the Landlord to do so.
- (d) The Tenant shall, at its own cost, remove any subject to claim caveat lodged over the Premises under Clause 19.9(b):
 - (i) prior to the end of this Lease; or (if later)
 - (ii) within 14 days after receipt of notice from the Landlord to do so.
- (e) The Tenant shall, at the cost of the Landlord, remove any subject to claim caveat lodged over the Premises under Clause 19.9(b), within 14 days after receipt from the

Landlord of notice so to do, where necessary to enable the Landlord to exercise any of the Landlord's Reserved Rights.

- (f) If the Tenant fully complies with Clause 19.9(e), on completion of the Landlord's exercise of the Landlord's Reserved Rights, the Tenant may re-lodge a subject to claim caveat against the Premises only.

19.10 Power of Attorney

The Tenant irrevocably appoints the Landlord and the Landlord's nominees to be the true and lawful attorney for the Tenant in its name and on its behalf to execute and to lodge at Landgate:

- (a) a withdrawal of any absolute caveat over the Premises;
- (b) a withdrawal of any subject to claim caveat over the Premises which the Tenant has failed to withdraw when required to do so in terms of Clause 19.9(e);
- (c) a withdrawal of any caveat over the Premises once the Tenant ceases to occupy the Premises; or
- (d) a transfer or surrender of this Lease once this Lease is at an end (no matter how that may arise)

and the Tenant ratifies and confirms and agrees to ratify and confirm all that the attorney shall do by virtue of this Clause and indemnifies the Landlord from and against:

- (e) any loss arising from any act done by virtue of this Clause; and
- (f) all costs and expenses (including legal fees and disbursements) incurred in relation to:
 - (i) the withdrawing of any caveat lodged by the Tenant affecting title to the Premises; and
 - (ii) registering this Lease to facilitate exercise of the power of attorney contained in this Clause 19.10.

19.11 Registration of Lease

The Tenant shall not register this Lease against the title to the Complex.

19.12 Entire Agreement

- (a) Subject to Clause 19.12(b), this Lease comprises the whole of the agreement between the parties and:
 - (i) supersedes all prior communications, agreements or contracts between the parties; and
 - (ii) excludes any implied agreement between the parties,

relating to the Premises or the Tenant's occupation of it.

- (b) The parties agree and acknowledge that, despite Clause 19.12(a), the collateral agreements detailed in Schedule 3 affecting this Lease, the Premises or the Tenant's occupation of it shall have effect.

19.13 Representations

- (a) The Tenant warrants to the Landlord that, except as disclosed in Schedule 4, in entering into this Lease it has:
 - (i) not relied upon any representations by the Landlord or any Landlord's Employee;
 - (ii) relied on its own enquiries in relation to the Premises and this Lease; and
 - (iii) sought or, of its own free will, elected not to seek independent legal advice as to the meaning and effect of this Lease including this Clause.
- (b) The Landlord advises and the Tenant acknowledges that the Landlord has entered into this Lease in exchange for and in full reliance upon the warranties by the Tenant contained in Clause 19.13(a).

19.14 Trustee Warranties

Where any Tenant or Guarantor executes this Lease as a trustee under any trust deed, will, deed of settlement or other instrument (**Trust Deed**) such party (**Trustee**) warrants and undertakes to the Landlord that:

- (a) As Trustee it has power under the Trust Deed;
 - (i) to enter and execute this Lease; and
 - (ii) to accept liability for every Tenant's Obligations either as Tenant or as Guarantor (as appropriate).
- (b) It is not a party to any partnership, joint venture or any profit sharing or like arrangement with any other person.
- (c) It is not now a Trustee and during the currency of this Lease it will not act as Trustee of any trust or settlement other than that constituted by the Trust Deed without the written consent of the Landlord.
- (d) It is the Sole Trustee of the Trusts created by the Trust Deed.
- (e) During the Lease Period it will not without the prior written consent of the Landlord:
 - (i) cause to vest or distribute prior to the final date for distribution under the Trust Deed any part of the trust property other than income;

- (ii) vary, alter or revoke either wholly or in part any of the terms of or powers under the Trust Deed;
 - (iii) appoint, or allow the appointment of any person as a new trustee under the Trust Deed;
 - (iv) delegate any power or duty conferred upon it under the Trust Deed; and
 - (v) do or omit to do any act or thing which may adversely affect this Lease or its terms and conditions.
- (f) In the event of a breach of Clause 19.14(e)(iii) it will procure that such new Trustee shall enter into a lease deed in the same form as this Lease, which deed shall be prepared and stamped by the Landlord's solicitors at the sole cost of the Tenant.

19.15 Inconsistency with Retail Shops Act

If there is any inconsistency between:

- (a) any provision of this Lease; and
- (b) any provision of the Retail Shops Act that applies to this Lease,

the relevant provision of the Retail Shops Act prevails and is incorporated into this Lease **unless** it is lawful for the Landlord and the Tenant to contract out of that provision of the Retail Shops Act when this Lease shall prevail.

20. GUARANTEE

20.1 Entering into Guarantee

In consideration of the Landlord leasing the Premises to the Tenant at the request of the Guarantor the Guarantor enters this Guarantee in favour of the Landlord on the terms specified in this Clause.

20.2 Guarantee and Indemnity

The Guarantor:

- (a) guarantees the payment of Annual Rent and the full compliance with all any Tenant's Obligations by the Tenant; and
- (b) indemnifies the Landlord from and against any claim, damage, loss or liability of any nature arising directly or indirectly out of a non-compliance with any Tenant's Obligations by the Tenant.

20.3 Scope of Guarantee

- (a) This Guarantee covers the whole period that the Tenant occupies or is entitled to occupy the Premises:

- (i) under this Lease as the Tenant; or
 - (ii) by having an equitable interest in the Premises under an agreement for lease or as a periodical Tenant.
- (b) This Guarantee extends to claims by the Landlord:
 - (i) for damages for breaches of lease covenants;
 - (ii) for breaches of any essential terms of the Lease;
 - (iii) for repudiation of this Lease;
 - (iv) for the Landlord's loss or damage in the event of the Tenant abandoning or vacating the Premises;
 - (v) in the event of the Landlord electing to re-enter or to terminate this Lease;
 - (vi) for the Landlord's legal and other expenses of:
 - (A) seeking to enforce any Tenant's Obligations against the Tenant and the Guarantor;
 - (B) recovering possession of the Premises; and
 - (C) terminating the Lease,on a common fund basis, to provide full indemnity to the Landlord; and
 - (vii) for loss or damage consequent on disclaimer of this Lease on the Tenant's insolvency, as if this Lease had not been disclaimed.
- (c) This Guarantee is in favour of the Landlord and its successors and assigns as the owner of the Premises during the period of this Guarantee and may be assigned without the Guarantor's consent.

20.4 Liability of several Guarantors

When more than one person executes this Guarantee:

- (a) any notice or demand may be served on all of them by serving on any one of them; and
- (b) this Guarantee remains binding on the other Guarantors, even if:
 - (i) any Guarantor failed to execute this Guarantee;
 - (ii) this Guarantee is not binding on any Guarantor; or
 - (iii) the Landlord releases any Guarantor from liability under this Guarantee.

20.5 Claim under Guarantee

The Landlord is entitled to require the Guarantor to pay to the Landlord any outstanding rent or other amount or to compensate the Landlord for any loss or damage without the Landlord having made any claim or instituted any proceedings against the Tenant in respect of such claims or breaches.

20.6 Guarantee not discharged

This Guarantee is not discharged and the Landlord's rights against the Guarantor are not affected by any of the following:

- (a) the granting of any indulgence or extension of time by the Landlord to the Tenant or to the Guarantor;
- (b) the Landlord's neglect or failure to enforce lease covenants against the Tenant or waiver of any breaches or defaults under the Lease;
- (c) the total or partial release of liability of the Tenant or of a Guarantor by the Landlord;
- (d) the assignment or sub-lease of any part of this Lease or the Premises;
- (e) the Landlord's re-entry to the Premises or the termination of this Lease (no matter how that occurs);
- (f) the entry into any arrangement, composition or compromise relating to this Lease between the Landlord and the Tenant or any other person;
- (g) the variation of any provision of this Lease between the Landlord and the Tenant without the Guarantor's consent but only if they are minor and are not prejudicial to the Guarantor;
- (h) the death, bankruptcy, winding up, putting into liquidation, receivership, receivership and management of or appointment of an administrator to the Tenant or the Guarantor or any change to the constitution of the Tenant or the Guarantor;
- (i) the Tenant's liability under this Lease, or this Lease, being or becoming invalid, illegal, or unenforceable for any reason; or
- (j) the disclaimer of this Lease following the Tenant's insolvency.

20.7 Landlord's certificate

For this Guarantee, a certificate or statement signed by or on behalf of the Landlord or the Landlord's solicitors relating to any sum of money claimed by the Landlord to be due from the Tenant under this Lease is prima facie evidence of the amount claimed, and the facts stated in such certificate or statement.

20.8 Payments

- (a) If any payment made by or on behalf of the Tenant under this Lease is void or is avoided for any reason, the Guarantor remains liable under this Guarantee as if that payment had not been made.

- (b) Until the Landlord's claims against the Tenant and against the Guarantor have been fully satisfied, the Guarantor will hold in trust for the Landlord any money received by the Guarantor under any arrangement, composition, assignment, liquidation or bankruptcy of the Tenant.

20.9 Disclaimer of Lease

In the event of this Lease being terminated by disclaimer by a trustee, liquidator, administrator, receiver or receiver and manager of the Tenant, the Guarantor agrees that, upon being required by the Landlord within 90 days after the date of the disclaimer to do so, the Guarantor will enter into a lease of the Premises for a term commencing from the date of the disclaimer to the end of the Term at the cost of the Guarantor and on the terms and conditions of this Lease but without containing any provision for a guarantee of that lease.

21. STATE ADMINISTRATIVE TRIBUNAL APPLICATION

21.1 Application

The Tenant and the Guarantor agree to promptly do all things required by the Landlord to obtain the approval of the State Administrative Tribunal (**SAT**) to any application provided by the Landlord pursuant to section 13(7) of the Act (the **Application**), including signing and returning the Application to the Landlord.

21.2 Amendment of Lease

If SAT orders that a clause in an Application is approved only if certain changes are made to the clause, and if those changes are approved at any time by the Landlord (**Approved Changes**), then those Approved Changes will be deemed made to this Lease.

22. PERSONAL PROPERTY SECURITIES ACT 2009

22.1 Definitions

- (a) All terms in this clause not otherwise defined in this Lease have the meaning given to them in the *Personal Property Securities Act 2009 (Cth)* as amended from time to time (the **PPSA**).
- (b) **Leased Landlord Property** means any property that is personal property and:
 - (i) which the Landlord leases to the Tenant by virtue of this Lease; or
 - (ii) owned by the Landlord and located at the Premises from time to time; or
 - (iii) over which the Landlord obtains a security interest by virtue of this Lease; or
 - (iv) described in Clause 1.18.

22.2 Security Interest

The interest of the Landlord in the Leased Personal Property and all proceeds flowing from any disposal of or dealing with the Leased Personal Property to a third party (whether such disposal or dealing is authorised or not) is a security interest.

22.3 Registration

- (a) The Tenant consents to the Landlord registering a financing statement on the Personal Property Securities Register to protect its interest in any Leased Personal Property.
- (b) The Tenant must promptly, at its own cost, do anything that the Landlord asks it to do to achieve effective registration and ensure that it has a perfected security interest under the PPSA which has priority over all other security interests in relation to any Leased Personal Property.

22.4 Costs of registration

The Tenant must pay all fees and expenses incurred by the Landlord in relation to the registration of a financing statement or a financing change statement on the Personal Property Securities Register in connection with this clause.

22.5 Purchase Money Security Interest

The Tenant agrees that the Landlord may register its interest in the Leased Personal Property as a purchase money security interest on the Personal Property Securities Register.

22.6 Verification Statement

Unless prohibited by the PPSA, the Tenant waives any rights to receive a notice of a verification statement under the PPSA.

22.7 Other Notifications

Unless the Leased Personal Property is used predominantly for personal, domestic or household purposes, the Tenant and Landlord agree each of the following requirements or rights under the PPSA do not apply to the enforcement of the Landlord's security interest in the Leased Personal Property or of any security agreement formed by this Lease:

- (a) any requirement for the Landlord to give the Tenant a notice of removal of accession pursuant to section 95 of the PPSA;
- (b) any requirement for the Landlord to give notice of the Landlord's intention to retain any Leased Personal Property pursuant to section 135 of the PPSA;
- (c) any requirement for the Landlord to give the Tenant a notice of the Landlord's proposed disposal of any Leased Personal Property pursuant to section 130 of the PPSA;

- (d) any requirement for the Landlord to include in a statement of account, after disposal of any Leased Personal Property, the details of any amounts paid to other secured parties pursuant to section 130(2)(d) of the PPSA;
- (e) any requirement for the Landlord to give the Tenant a statement of account if the Landlord does not dispose of any Leased Personal Property pursuant to section 130(4) of the PPSA;
- (f) any right the Tenant must redeem any Leased Personal Property before the Landlord exercises a right of disposal pursuant to section 142 of the PPSA;
- (g) any right the Tenant must reinstate the security agreement formed by this Lease before the Landlord exercises a right of disposal of any Leased Personal Property pursuant to section 143 of the PPSA.

22.8 Change of name

The Tenant must notify the Landlord within 5 Business Days after any change in the Tenant's name or any trading name.

22.9 Landlord's rights

Where the Landlord has rights in addition to those in Chapter 4 of the PPSA, those rights shall continue to apply.

22.10 Non-disposal of Secured Property

The Tenant agrees that it must not, without the prior written consent of the Landlord which may be withheld at the Landlord's sole discretion, dispose, sell, transfer, lease, charge, lend, part with possession of or in any other way deal with the Leased Personal Property or any part thereof.

EXECUTED by the parties as a Deed

THE COMMON SEAL of)
SHIRE OF MEEKATHARRA)
was hereunto affixed by authority of a)
resolution of the Shire in the presence of:)

Shire President (signature)

Harvey Nichols
Shire President

Chief Executive Officer (signature)

Nathan Cain
Chief Executive Officer

(Note: signing clauses for Tenant and Guarantor will be inserted as appropriate)

EXECUTED by **GLASS JAR ASUTRALIA LIMITED** in accordance with section 127(1) of the
Corporations Act 2001 (Cth):

SIGNED as a Deed Lease by)
GLASS JAR AUSTRALIA LIMITED)
)

Name of Signatory:

SIGNED as a Deed)
in the presence of:)
)

Name of Witness:

SCHEDULE 1

SPECIAL CONDITIONS

1. EARLY ACCESS FOR TENANT'S FITOUT WORKS

- (a) The Parties agree and acknowledge that subject to the Tenant first:
- (i) signing this Lease;
 - (ii) delivering to the Landlord written evidence that all necessary insurances required to be maintained by the Tenant under Clause 13.1 are in place; and
 - (iii) delivering to the Landlord any Bank Guarantee or Bond as required under this Lease,

then the Landlord will grant the Tenant early access to the Premises prior to the Commencement Date, for the purposes of undertaking fit out and pre-opening preparation and set-up works. These works shall be "Tenant's Works" for the purposes of this Lease.

For avoidance of doubt, the Tenant is only permitted early access for the purpose of undertaking fit out of the Premises and finalising any equipment set-up – the Tenant is not permitted to commence trading until the Commencement Date.

- (b) The Tenant acknowledges that it must not commence any such fit out and pre-opening preparation and set-up works at the Premises until the Tenant has obtained the Landlord's prior consent to the fit out works in accordance with the provisions and requirements of Clause 11 of this Lease for Tenant's Works.
- (c) The Landlord and Tenant agree that during the period from the date on which the Tenant is given possession of the Premises under this special condition, until the Commencement Date, the Tenant:
- (i) is not liable to pay Annual Rent for the amount in accordance with clause 1.11 of this lease;
 - (ii) must make all other payments in accordance with this Lease, if required by the Landlord – including but not limited to all Outgoings and for any Services used in the Premises;
 - (iii) is not permitted to assign this Lease; and
 - (iv) must otherwise comply with all provisions of the Lease as if the Term had commenced.

SCHEDULE 2

LEASE VARIATIONS

None

SCHEDULE 3

ANCILLARY AGREEMENTS

None

SCHEDULE 4

FORM 4

Commercial Tenancy (Retail Shops) Agreements Act 1985

Section 6A

[r. 9]

TENANT GUIDE

FOR NEW RETAIL SHOP LEASES FROM 1 JANUARY 2013

This guide is intended to assist you, as a tenant, to understand some of your legal rights and obligations in relation to a retail shop lease under the *Commercial Tenancy (Retail Shops) Agreements Act 1985* (the **Act**). This guide does not replace financial, legal or business advice.

The Act and the regulations are available from the State Law Publisher at www.slp.wa.gov.au.

WHAT IS A RETAIL SHOP LEASE?

Entering into a lease for a retail shop means that you (the **tenant** or **lessee**) are entering into a legally binding contract with the landlord (or **lessor**). The lease agreement sets out your rights and obligations in relation to the use of the retail shop.

A lease cannot override the requirements of the Act.

The Act regulates some of the provisions which may be contained in your lease agreement, including the following:

- rent reviews
- options to renew a lease
- terminating a lease
- operating expenses (or outgoings)
- trading hours.

Which leases are covered by the Act?

The Act generally applies to leases for premises with a lettable area of 1 000 m² or less:

- that are used for carrying on a business and that are in a retail shopping centre

- that are not in a retail shopping centre, but that are used (or predominantly used) for the sale of goods by retail
- that are used for conducting a ‘specified business’ — specified businesses include, dry cleaning, hairdressing, beauty therapy, shoe repair and video or DVD stores (a list of all specified businesses is available from the Department of Commerce at www.commerce.wa.gov.au).

There are some retail shops with a lettable area greater than 1 000 m² that are also covered by the Act — a list of these premises can be obtained from the Department of Commerce at www.commerce.wa.gov.au.

The Act generally does not apply to leases to publicly listed companies.

(See section 3(1) of the Act, definition of retail shop lease.)

When is the lease “entered into”?

A lease is usually entered into when both parties have signed it. However, a lease is still valid even if the lease document hasn’t been signed by the parties if:

- the tenant takes possession of the shop premises; or
- the tenant starts paying rent.

(See section 3(4) of the Act.)

What you should do:

- ***if necessary, seek advice as to whether your lease is covered by the Act***
- ***establish the area of the retail shop under the lease and have this verified if necessary.***

INFORMATION YOU SHOULD HAVE BEFORE ENTERING INTO A LEASE

Before entering into a lease, you should do the following:

- carefully read this ***tenant guide***
- carefully read the ***disclosure statement*** provided by the landlord or the landlord’s agent
- carefully read any written ***lease document (including any assignments, extensions or deeds of variation)***
- obtain ***independent financial, legal and business advice.***

Rent, the term of the lease, options, outgoings and related costs are open to negotiation with the landlord. Make sure that you understand these, and all other aspects of the lease, before signing it. To avoid disputes at a later stage, you should make sure that all agreements that you have made are in writing and that the lease documents are consistent with any representations made by the landlord or the landlord’s agents.

What you should do before signing or entering into a lease:

- ***seek independent legal and business advice before entering into a lease***
- ***make sure you understand the lease and your rights, liabilities and obligations before signing it***
- ***seek advice from financial experts to ensure you understand the costs of running the business.***

Tenant Guide to be located in lease

A new retail shop lease must include this tenant guide at the front of the lease.

If the landlord does not give you a tenant guide, you may have the right to do either or both of the following:

- terminate (end) the lease at any time up to 60 days after the lease was entered into (after this time you may apply to the State Administrative Tribunal for an order to terminate the lease)
- apply to the State Administrative Tribunal for an order for compensation for any monetary loss suffered by you.

(See section 6A of the Act.)

Disclosure statement to be given to you by landlord

At least 7 days before a lease is entered into the landlord must give you a disclosure statement. The disclosure statement sets out important facts about the retail shop and the lease. A copy of this tenant guide, the form of lease and annual estimates of expenditure in relation to operating expenses should be attached to the disclosure statement.

If the landlord does not give you a disclosure statement or gives you a disclosure statement that is incomplete or contains incorrect information you may have the right to do either or both of the following:

- terminate (end) the lease at any time up to 6 months after the lease was entered into
- apply to the State Administrative Tribunal for an order for compensation for any monetary loss you have suffered.

The disclosure statement should be in a prescribed form (this form is Form 1 of Schedule 2 to the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985* and is available from the Department of Commerce at www.commerce.wa.gov.au). It is important to read the statement carefully and make sure it includes all verbal and written agreements, promises or commitments made during negotiations with the landlord or the landlord's agent (for example, any representations about customer traffic).

The disclosure statement should also contain details about the following:

- the landlord's property, such as the total lettable area, tenancy mix, and services provided
- the shop premises, such as location, area and services provided
- key terms and conditions of the lease such as rent, term of the lease, options to extend the term and rent review
- permitted use of the premises
- your contribution to the landlord's expenses (operating expenses)
- any additional charges payable by you, such as shop fit out or contributions to marketing and sinking funds.

By signing the disclosure statement, you are acknowledging that you understand the basis for the retail shop lease with the landlord. If you do not understand or agree with anything in the disclosure statement you should advise the landlord immediately.

It is vital that you are satisfied that the disclosure statement sets out all relevant information regarding the retail shop and (where applicable) the shopping centre building and property. If necessary, you should check details by making relevant enquiries and by seeking appropriate independent legal or expert advice.

(See section 6 of the Act.)

What you should do:

- ***make sure that you understand the disclosure statement before signing it and ensure it includes any agreements you reached during negotiations and any promises made to you by the landlord or their agent.***

Disclosure by the tenant

The landlord may ask for details of your retailing experience and financial capacity to establish and trade profitably and professionally. Any information provided to the landlord by you must also be correct and contain no misleading information.

PERMITTED USE OF THE RETAIL SHOP

The permitted use clause in a lease is very important as it sets out the type of business that you can run from the premises. You should ensure that the description of permitted use is broad enough to cover the type of business that you want to operate and, if anticipated, to allow you to expand the business.

The kind of things to consider about permitted use include:

- for a hairdresser, does the permitted use include providing beauty treatments?
- for a takeaway shop, can the type of food be changed?

- your future plans for the business.

You should also check that any local government approvals are in place for the type of business that you plan to operate. Avoid potential disputes by getting the approvals you need in writing.

A permitted use clause in a lease does not mean that you have the exclusive right to carry on a particular type of business in a shopping centre. Exclusivity is a separate issue that needs to be agreed separately with the landlord and included in the lease agreement.

What you should do:

- ***make sure the lease and the landlord's disclosure statement describe the shop's permitted use and that this description is broad enough so you can expand or sell the business***
- ***check that local government approvals are in place for the business you plan to conduct — get the approvals in writing***
- ***confirm whether or not you have an exclusive right to carry on your particular type of business.***

TERM OF THE RETAIL SHOP LEASE

The term of a lease is the length of time for which you can rent the shop. The lease must set out the lease term and may also include one or more options to renew or extend the term.

The length of the term of the lease is critical because it should be long enough to enable you to recover your investment, make a profit and sell the business, if you wish.

Minimum of 5 years

In most cases, the Act gives a tenant who is entering into a new lease a right to a minimum 5-year lease term. The 5-year term can be a combination of the initial term and options to extend the lease (for example, an initial term of 2 years and an option to renew of 3 years). The initial term does not need to be 5 years.

If the lease does not provide for options to extend the lease to a 5-year term, you have a legal right to do so (often called a “statutory option”). You can exercise this option by giving the landlord written notice in the standard form at least 30 days prior to the expiry of the term of the lease (the standard form is Form 3 of Schedule 2 to the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985* and is available from the Department of Commerce at www.commerce.wa.gov.au). Although the Act allows you to extend the lease to a 5-year term, you do not need to extend the lease for the whole of this period if you choose not to.

The right to a 5-year term will only apply to retail shop leases with a term of more than 6 months (this includes any lease where the tenant has been continuously in possession of the premises for more than 6 months).

(See section 13 of the Act.)

The term can be longer or shorter than 5 years

Even though the Act gives tenants a right to a minimum 5-year term, you can negotiate a term that is longer than 5 years (for example, a 10-year term, or a 5-year initial term with 2 options to renew for a further 5 years each).

In some circumstances, you may agree to a term shorter than 5 years, but this must be your decision and needs to be approved by the State Administrative Tribunal.

(See section 13(7b) of the Act.)

Exercising an option to renew

It is important that you exercise an option to renew a lease in the way set out in the lease (you may need to let the landlord know in writing and within certain timeframes). If you do not exercise an option to renew properly the landlord may not be obliged to renew the lease.

The Act requires the landlord to give you written notice of the expiry date for any options to renew (the date on which the option to renew is no longer valid). You must receive this notice between 6 and 12 months before the expiry date. If the landlord fails to give you notice the option expiry date may be extended.

(See section 13C of the Act.)

At the end of the lease term

At the end of the term of the lease and the use of any options to renew the lease, the landlord does not have to renew the lease, and you will have no further rights to occupy the premises. In some instances, the landlord may allow you to continue to occupy the premises on a month-to-month basis.

Within 12 months before the end of the lease term you can make a written request to the landlord asking whether the landlord intends to renew the lease. The landlord must reply to such a request in writing within 30 days.

(See section 13B of the Act.)

What you should do:

- ***seek advice as to the appropriate lease term for your business***
- ***don't assume that you will get a new lease at the end of the lease term — you need to make sure that the term of your lease is appropriate for your business structure***
- ***seek advice as to the landlord's intentions at the end of the lease term as early as possible so that you can plan accordingly.***

Does the lease include redevelopment or relocation clauses?

Many leases include a clause allowing a landlord to terminate a lease before the end of the agreed lease term if the premises are to be redeveloped. In some instances, the landlord may offer to relocate a tenant to alternative premises.

For the initial 5 years of a lease term, a redevelopment or relocation clause may only be included in a lease if:

- it is in the prescribed form (see item 2 of Schedule 1 to the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985* and is available from the Department of Commerce at www.commerce.wa.gov.au); or
- it has been approved by the State Administrative Tribunal (if the parties have agreed to a provision that is different to the prescribed form).

If 5 years of the term have already expired, then the clause must be in accordance with the provisions of the Act— which sets out requirements in relation to notice, offer of alternative premises, payment of the tenant's reasonable costs and payment of compensation.

(See section 14A of the Act.)

What you should do:

- ***carefully look at any redevelopment or relocation clause in the lease and consider:***
 - ***what commitment is the landlord giving about relocation of the shop – will the new location and rental be comparable to the current premises?***
 - ***what compensation is the landlord offering you if your trade is affected?***
 - ***what effect will it have on your business?***
- ***seek independent financial, legal and business advice on the clause.***

RENT

Rent is usually the largest ongoing payment required under a lease. The Act does not regulate what the rent should be. However, the Act includes some rules relating to rent based on turnover and review of rental.

Types of rent

The initial rent for a shop is a matter for negotiation between the landlord and the tenant. Rental for retail shops can vary considerably depending on the location, the size of the shop, the term of the lease and the type of business.

Some common methods of determining rent are:

- net rent — an agreed base rent plus a contribution to the landlord's operating expenses or outgoings

- gross rent — an all-inclusive payment for all the shop's occupancy costs
- semi-gross rent — an amount charged for rental inclusive of some outgoings (for example, the tenant may pay the semi-gross rent plus its proportion of rates and taxes)
- turnover rent or percentage rent — a component of rent that is determined as a percentage of the tenant's turnover during a specified period.

What you should do:

- ***seek expert advice as to the basis for determining rent that best suits your business operations***
- ***pay your rent on time — if you don't pay your rent, the landlord may be able to end your lease.***

Rent based on turnover

Some leases base rent (or a part of the rent) on a percentage of the turnover of the tenant's business.

If you have agreed to a rent based on turnover, then:

- the lease must set out an agreed formula
- your agreement must be formalised in writing on the prescribed form before the lease is entered into (the prescribed form is Form 2 of Schedule 2 to the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985* and is available from the Department of Commerce at www.commerce.wa.gov.au).

The Act also recognises the confidentiality of turnover figures to a retail business and limits the use of this information.

(See section 7 of the Act.)

The landlord cannot require you to provide turnover figures unless your rent is to be based on turnover.

(See section 8 of the Act.)

RENT REVIEW

Most leases will state that the rent will be reviewed at regular intervals.

At each review time the lease must set out a single basis on which the rent is to be reviewed, this can include:

- the market rent
- an increase by reference to the Consumer Price Index (CPI)

- a set percentage increase
- an agreed formula or combination, for example, CPI + 2%.

The types of review may vary over the life of the lease (the lease may state that reviews are to alternate between CPI and market review). However, the lease cannot give the landlord the right to choose the greatest return from a range of rent types at any one review (for example, the lease cannot state that the increase is to be CPI or 5% whichever is higher).

Market rent

The Act provides that market rent is the rent obtainable for the retail shop in a free and open market if it were vacant and to be let on similar terms.

The market rent is not to take into account:

- the goodwill of the business
- any stock, fixtures or fittings that are not the property of the landlord
- any structural improvements paid for or carried out by the current tenant.

Market rent review

If your lease specifies a market rent review, the Act provides that both parties can initiate the market rent review process and if the parties cannot agree on the rental:

- appoint a licensed valuer (agreed to by both parties) to determine the new rental; or
- request that the Small Business Commissioner appoint a valuer to determine the rental; or
- each appoint a valuer to determine the rental.

A landlord is required under the Act to provide a valuer with certain information in relation to retail shops in a shopping centre or in the same building in order to assist the valuer to decide the market rent. A valuer must keep this information confidential.

A disagreement regarding the new rent may be referred to the Small Business Commissioner for mediation or to the State Administrative Tribunal for determination. Until the new rent is agreed, the current rent continues to apply. Once the higher or lower rent is agreed, adjustments will be backdated to the review date.

No “ratchet” clauses

Any provision in a lease about a market review that seeks to prevent the rent from rising or falling above or below a certain level is void. The lease must allow the rent to rise or fall to a level supported by market evidence, for example, a clause cannot stop the rent from decreasing on a market review.

(See section 11 of the Act.)

What you should do:

- ***make sure that you understand how your rent is to be calculated and what other payments may be required***
- ***consider whether your business can sustain the current rent, rent increases and operating expenses over the term of the lease.***

CONTRIBUTION TO THE LANDLORD'S OPERATING EXPENSES OR OUTGOINGS

You may be required to contribute to a proportion of the landlord's expenses. The landlord's expenses are described in the Act as operating expenses. Leases can also refer to them as "outgoings or variable outgoing".

Operating expenses are the costs of operating, repairing or maintaining the landlord's premises including any building common areas. Typically, these costs include the rates and taxes, cleaning, air conditioning, security, insurances and other valid expenses of running the property.

Details about the operating expenses and their payment are to be set out in the lease and the disclosure statement.

No capital expenses or management fees

The landlord cannot recover the following from you as an operating expense:

- management fees
- capital expenditures in relation to a retail shopping centre (for example, asset replacement)

Operating expenses are not to exceed the "relevant proportion"

Your contributions to operating expenses are negotiable. The Act provides that a tenant cannot be required to contribute more than the "relevant proportion" in relation to an operating expense. Nothing prevents you from negotiating with the landlord to pay less than the relevant proportion.

The relevant proportion is calculated by comparing the lettable area of your shop to the total lettable area of the shopping centre or the group of premises to which the expense relates.

$$\text{relevant proportion} = \frac{\text{lettable area of shop}}{\text{total lettable area}}$$

Referable expenses

In certain circumstances an operating expense may be incurred in relation to only some of the businesses in a centre or group of premises, for example, specialised cleaning used by

only a few tenants. This is called a “referable expense” and can be allocated using the total lettable area of only the shops to which the referable expense relates.

What you should do:

- ***make sure that you understand the operating expenses before signing the lease***
- ***budget to meet the operating expenses payments.***

Landlord to provide estimates and statements for operating expenses

In order to recover operating expenses from you, the landlord must provide you with:

- an annual estimate of expenditure for each operating expense
- an audited operating expenses statement for each accounting period detailing all expenditure by the landlord (this statement must be given within 3 months after the end of the accounting period).

(See section 12 of the Act.)

SINKING FUNDS

If your shop is in a shopping centre and you have agreed to contribute to a fund for major repair and maintenance works, your contributions are protected under the Act. These funds are subject to accounting and audit provisions and should not be spent by the landlord on anything other than the purpose for which they are collected. These costs may be in addition to operating expenses charged under the lease.

Capital works must be paid for by the landlord and would include such works as the construction of extensions to the shopping centre and the replacement of major plant and equipment.

(See section 12A of the Act.)

OTHER FUNDS AND RESERVES

The landlord is also required to properly account for the administration, expenditure and auditing of any other funds or reserves that you have agreed to contribute to for specific purposes such as for marketing or promotion. These costs may be in addition to operating expenses charged under the lease.

(See section 12B of the Act.)

FITOUT AND REFURBISHMENT

Tenants are usually responsible for the costs of installing fixtures and fittings in the shop (the ***fit out***). There may be a standard of construction required for fit outs. You may also be responsible for some or all of the landlord’s costs of preparing the shop for the fit out.

Fit out requirements must be detailed in the disclosure statement.

A provision in a lease requiring a tenant to contribute to the cost of any of the landlord's finishes, fixtures, fittings, equipment or services will be void unless the disclosure statement notifies the tenant about the effect of the provision.

(See section 12(3A) of the Act.)

The Act provides that a clause about refurbishment or refitting will be void unless it provides the tenant with enough detail about the required refurbishment or refitting as is necessary to indicate the nature, timing and extent of work required.

(See section 14C of the Act.)

What you should do:

- ***ensure that you understand your obligations with regards to the fit out of the premises***
- ***if possible, obtain or prepare a condition report prior to entering into the lease so that you have evidence of its condition***
- ***ensure you have a sufficient fit out budget as some fit out costs (for example cost of moving plumbing) are often overlooked***
- ***discuss variations of standard fit out with the landlord — as this could cost you extra.***

LEGAL FEES

The Act prohibits the landlord from claiming legal or other expenses from you relating to:

- the negotiation, preparation or execution of the lease (or any renewal or extension of the lease)
- obtaining the consent of a mortgagee to the lease
- the landlord's compliance with the Act.

However, if you assign your lease or sub-let the premises, the landlord may claim from you any reasonable legal or other expenses incurred in connection with the assignment or sub-letting.

(See section 14B of the Act.)

TRADING HOURS

The trading hours for your shop may be affected by a number of matters.

Retail trading hours legislation in Western Australia sets out those hours that retailers may open (this can vary depending on the type of business you operate).

If your retail shop is located inside a shopping centre, then for practical reasons the opening and closing times for the centre (**core hours**) may be different to the trading hours permitted by law. This should be set out in the disclosure statement by the landlord.

When do you have to open your shop?

A clause in a lease which requires you to open your premises at specified hours or for specified times is void under the Act. For example, you cannot be required to open your shop for the core hours for a centre. You can choose which hours to open your shop.

If you believe that your lease has not been renewed because you did not open at certain times you can apply to the State Administrative Tribunal for compensation.

(See section 12C of the Act.)

What you should do:

- ***if your premises are in a shopping centre you should check that the core hours are suitable for your business***
- ***find out whether you can open your shop at any times outside of the core hours and find out about what costs are involved***
- ***remember that the lease can't require you to open your shop for specified hours or during specified times.***

Standard trading hours and operating expenses

The Act also sets out “standard trading hours” which are used only for the purposes of allocating operating expenses.

For the purposes of allocation of operating expenses “standard trading hours” are:

- 8.00 a.m. to 6.00 p.m. Monday, Tuesday, Wednesday and Friday
- 8.00 a.m. to 9.00 p.m. Thursday
- 8.00 a.m. to 5.00 p.m. Saturday.

The Act provides that if you do not open outside standard trading hours, then you cannot be charged operating expenses related to the extended hours (for example, additional security costs).

If, however, you do open outside the standard trading hours, you may be required to pay operating expenses related to the extended hours. These expenses should be calculated based on the lettable area of those shops which were open during the extended hours.

If you are closed for a period during the standard trading hours (for example, if you do not open your shop until 10 a.m.), you may still be charged operating expenses for the time that you are closed, that is, between 8.00 a.m. and 10.00 a.m.

(See section 12(1)(c) of the Act.)

Retail trading hours law may allow you to open at times outside of the standard trading hours (for example, Sunday trading) - however:

- ***you can't be forced to open your business***
- ***you are not required to make a contribution to operating expenses relating to non-standard hours if you choose not to open during those times.***

VOID CLAUSES

The lease agreement and any other verbal or written agreements cannot include clauses that are contrary to any provision in the Act.

In addition, the Act specifically precludes the lease or any other agreement from containing clauses that:

- require a tenant to pay key money, which is any money or other benefit in addition to rent paid to the landlord or others for the right to lease retail shop premises (See section 9 of the Act.)
- prevent the tenant disclosing the rent it has agreed to third parties, such as other retail tenants or their valuers (See section 11(2a) of the Act.)
- require the tenant to contribute to any fund that applies moneys to capital expenditure in a shopping centre, such as new building works (See section 12(2) of the Act.)
- require a tenant to open for specified hours or during specified times (See section 12C of the Act.)
- prevent a tenant from joining a tenant's association or similar body (See section 12D of the Act.)
- require a tenant to provide turnover figures to the landlord, unless the tenant has agreed to pay rent based on turnover (See section 8 of the Act.).

A clause in a lease that is contrary to the provisions of the Act is void and has no effect.

DISRUPTIONS — COMPENSATION BY THE LANDLORD

The Act states that, if your shop is in a shopping centre, you are entitled to seek reasonable compensation from the landlord if the landlord:

- inhibits or prevents your, or customer, access to the shop premises
- disrupts trading conditions, causing loss of profits to your business

- does not properly repair, maintain or clean the shopping centre premises or common areas.

You will only be entitled to compensation from the landlord if you have given the landlord notice in writing to rectify the problem and the landlord has not done so.

If you cannot agree the amount of compensation with the landlord, you can make an application to the State Administrative Tribunal for a decision as to the amount payable.

In most cases, before making an application to the State Administrative Tribunal you must attempt to resolve the matter through the Small Business Commissioner's dispute resolution processes.

(See section 14 of the Act.)

UNCONSCIONABLE CONDUCT AND MISLEADING AND DECEPTIVE CONDUCT

The Act provides that neither the landlord nor the tenant can engage in conduct that is:

- unconscionable (conduct that is so harsh, oppressive or unreasonable that it goes against good conscience)
- misleading or deceptive.

The State Administrative Tribunal can hear a claim for unconscionable conduct or misleading and deceptive conduct and may make an order for payment of compensation or another appropriate order (such as an order to vary a lease or an order that a party stop doing something).

In most cases, before making an application to the State Administrative Tribunal you must attempt to resolve the matter through the Small Business Commissioner's dispute resolution processes.

(See Part IIA of the Act.)

ASSIGNMENT AND SUB-LEASING

During the term of the lease, your circumstances may change, and you may want to sell your business and assign your lease or sub-let all or part of the premises.

Your responsibilities if you assign your lease

If you assign your lease the new tenant "takes over" and assumes all your rights and responsibilities including rent and any other obligations under the lease from the date of assignment.

Although the Act gives you a right to assign your lease, the landlord may withhold consent on reasonable grounds. Examples of reasonable grounds include:

- if the landlord believes that the new tenant would not be able to meet their financial obligations; or

- if the proposed use of the premises is contrary to the use permitted in the lease.

You will need to write to the landlord seeking consent for assignment of the lease. If the landlord doesn't reply within 28 days, you are entitled to assume the landlord has consented to the assignment.

You may have to pay the landlord's reasonable expenses for assessing a prospective tenant to take over your lease.

Your responsibilities if you sub-lease your shop

If you sub-let all or part of your premises, you effectively become the landlord and the person you sub-let to is your tenant. Sub-leasing means that you will still be responsible under the lease to your landlord (for example, you may be liable for the rent if the sub-lessee does not pay).

You will also have obligations to the person you sub-let to, for example, you will need to provide a tenant guide and disclosure statement to your sub-tenant.

Your lease may include restrictions on sub-leasing. You should check your lease and seek advice as to its requirements on sub-leasing.

You may need to write to the landlord seeking consent to sub-lease. If the landlord doesn't reply within 28 days, you are entitled to assume the landlord has consented to the sub-lease.

(See section 10 of the Act.)

What you should do:

- ***seek independent legal advice as to the requirements of the Act and your obligations on assignment or sub-leasing.***

DEFAULT OR BREACH OF LEASE

Most leases allow the landlord to terminate (or end) the lease on a breach or default by the tenant (for example, failure to pay rent). You should ensure that you understand the procedures set out in the lease in relation to default. For example, in many instances, your obligation to pay future rent will continue even after a lease has been terminated.

DISPUTES BETWEEN THE TENANT AND LANDLORD

State Administrative Tribunal

If you are unable to resolve a dispute with your landlord over any aspect of your retail shop lease the Act allows the State Administrative Tribunal to deal with these disputes.

Either you or the landlord may initiate this action with the Tribunal by making an application and paying the appropriate fee. The Tribunal generally deals with matters through an initial directions hearing, a mediation process or in a hearing.

(See section 16 of the Act.)

Small Business Commissioner

In most cases, before making an application to the State Administrative Tribunal you must attempt to resolve the matter through the Small Business Commissioner's dispute resolution processes.

(See Part III of the Act and regulation 10.)

<i>Advice about a dispute can be obtained from lawyers with property experience, the Small Business Development Corporation, industry sources, tenant advocates and retail representative groups.</i>

KEEP RECORDS

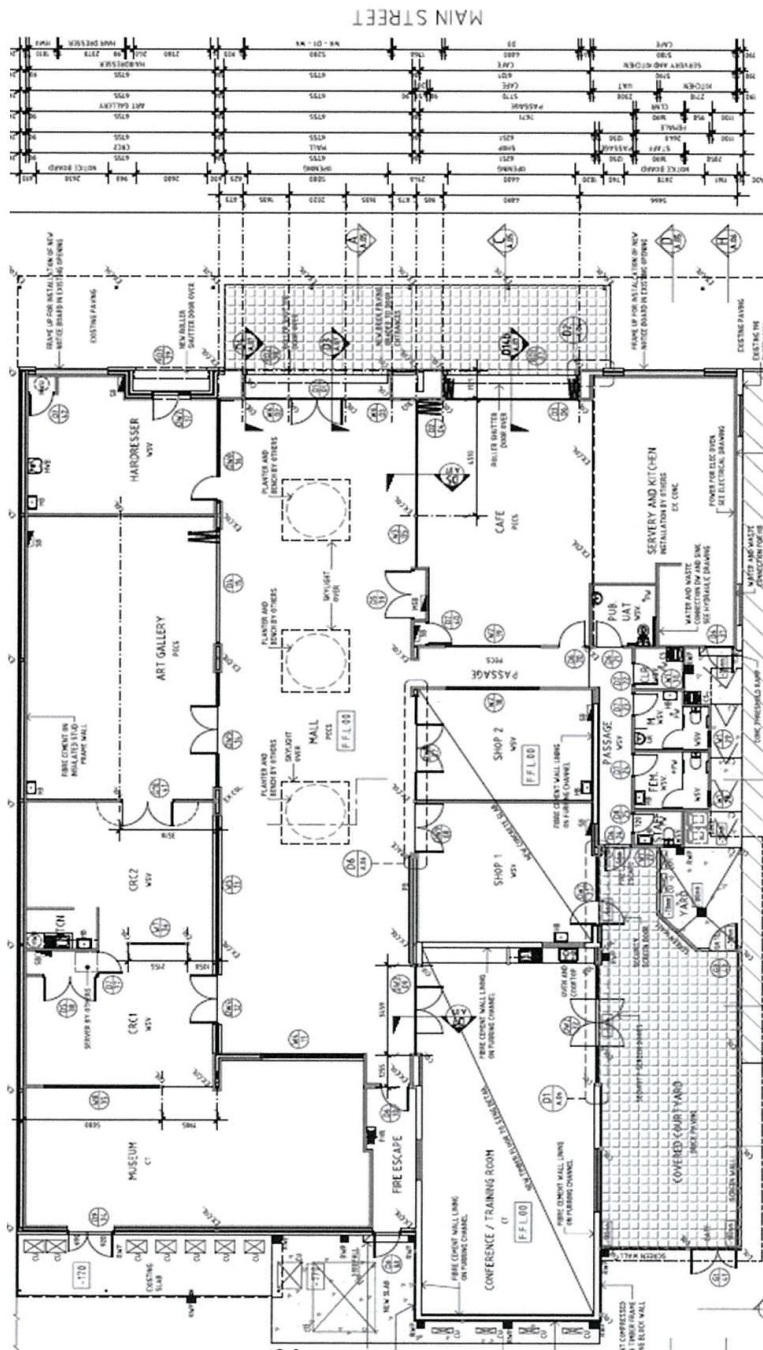
You should make sure that you keep records of all agreements, undertakings, correspondence (including emails) and other communications with the landlord. Where possible you should confirm things in writing.

Make sure that you diarise important dates in relation to your lease.

If you need to make a claim in the Tribunal, you will need to provide appropriate evidence to support your claim.

ANNEXURE A

FLOOR PLAN



ANNEXURE B

RULES and REGULATIONS

10.7 Road User Agreement Further Extension – Ashburton Downs-Meekatharra Road

File Reference	RD.AN.001
Author	N Cain, Chief Executive Officer
Author's Interest	Nil
Authoriser	N Cain, Chief Executive Officer
Authoriser's Interest	Nil
Applicant / Respondent	Westgold Resources Ltd
Report Date	20 October 2025

Summary

Westgold Resources Ltd have requested a further extension of their current Road User Agreement for the Ashburton Downs-Meekatharra Road (from SLK 0 to SLK 76).

The purpose of this Report is to present the request for Council consideration.

Council is requested to approve the Road User Agreement Further Extension.

Attachments

Nil

Background

Council previously considered a request to approve a Road User Agreement for Westgold Resources Ltd at the May 2024 Ordinary Council Meeting and resolved –

That Council approve the request from Westgold Resources Ltd for use of the Ashburton Downs Road SLK 0 to SLK 44 to haul their mineral products in accordance with the terms and conditions of the attached Road User and Maintenance Agreement between the Shire of Meekatharra and Westgold Resources Ltd.

Following the resolution above, Westgold Resources Ltd requested a change to the road length and at the August 2024 Ordinary Council Meeting Council resolved –

That Council approve the variation request from Westgold Resources Ltd for use of the Ashburton Downs Road SLK 0 to SLK 76 to haul their mineral products in accordance with the terms and conditions of the attached Road User and Maintenance Agreement between the Shire of Meekatharra and Westgold Resources Ltd.

In addition, the Agreement was extended from 6 months to 9 months at their request.

In April 2025, Westgold Resources Ltd requested an extension to the Agreement to transport low grade ore for processing.

At the April 2025 Ordinary Council Meeting Council resolved –

That Council, regarding the Road User Agreement Extension for Ashburton Downs-Meekatharra Road (SLK 0 to SLK 76) with Westgold Resources Ltd, and pursuant to section 132 of the Road Traffic (Administration) Act 2008, –

- 1. Agrees to the extension of the current Agreement to 19 August 2025, and*
- 2. Requests the Chief Executive Officer to advise Westgold Resources Ltd any future Agreements or extensions impacting post 19 August 2025 will be subject to additional works requirements and financial compensation payable to Council.*

In late-June 2025 Westgold Resources Ltd requested a further short-term extension to the agreement noting “... we are hauling low-grade ore, and under the terms of the existing agreement, coupled with the current gold price, it’s economical. If the road user agreement were to be revised for this extension, it would become sub-economic, and we would cease haulage operations from Starlight on the 19th of August as per the current terms.”

At the July 2025 Ordinary Council Meeting Council resolved –

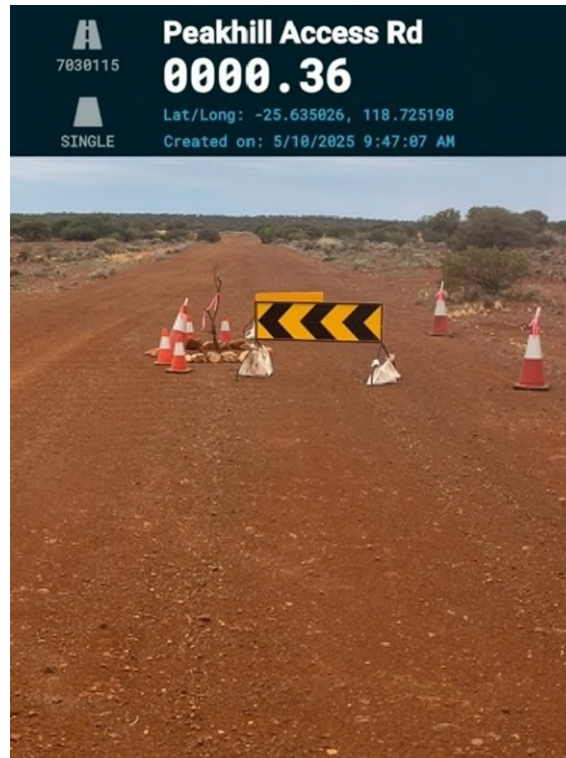
That Council, regarding the Road User Agreement Further Extension for Ashburton Downs-Meekatharra Road (SLK 0 to SLK 76) with Westgold Resources Ltd, and pursuant to section 132 of the Road Traffic (Administration) Act 2008, –

- 1. Agrees to the extension of the current Agreement to 31 October 2025,*
- 2. Agrees to not seek any financial compensation payable to Council (as per the direction provided via previous Council resolution), and*
- 3. Requests the Chief Executive Officer to advise Westgold Resources Ltd there will be no further extensions beyond 31 October 2025 without financial compensation payable to Council.*

In early-October 2025 Westgold Resources Ltd requested a further short-term extension to the agreement noting “... due to recent staffing constraints within our haulage contractor, we have been unable to complete the haulage of the stockpile at Fortnum. An extension would therefore be greatly appreciated to allow sufficient time to finalise this work ...”

Council will recall resolving for there to be no further extensions without financial compensation payable to Council.

In late-September 2025 Shire officers, during a routine road inspection, identified a sinkhole on the Peak Hill Access Road which required urgent remediation (photos below).



The depth of the sinkhole could not be reliably determined.

Contractors for Westgold Resources Ltd (who were working nearby) were requested to attend the location and build a small bypass road.

Westgold Resources Ltd have since refused to charge the Shire for the works (valued between \$15,000 to \$20,000, which does not include mobilisation / demobilisation costs).

Comment

Shire officers have previously supported the extension of the Road User Agreement as contractors for Westgold Resources Ltd continue to maintain the roads, albeit to debateable standards.

Previously, Shire officers instructed more work be undertaken and, in recent months, additional contractor resources in the form of increased water application and grading have occurred which has resulted in a better quality of road maintenance, although work is still required to bring the road back to a good standard.

Indeed, it was these contractors who aided the Shire in addressing the urgent need to install a short bypass road to avoid a sinkhole on the Peak Hill Access Road, with Westgold Resources Ltd refusing to charge the Shire for the services provided.

Shire officers feel this act of kindness could be construed as financial compensation and therefore Shire officers are not against a further extension of the Agreement noting it is for a reasonably short time.

Council could resolve to –

- not grant an extension of the Agreement,
- grant an extension to the Agreement, or
- create a new Agreement with different terms.

Given the short-term nature of the request, Shire officers recommend a further extension to the current Agreement, with this being the final extension given regardless of any future situation which may arise.

Consultation

Westgold Resources Ltd

Statutory Implications

Land Administration Act 1997

Section 55 Property in and management etc. of roads

Subject to other legislation, by default, the local government within the district of which a road is situated has the care, control and management of the road.

Road Traffic (Administration) Act 2008

Section 132 Road authority may recover expenses of damage caused by heavy traffic

A local government may recover expenses incurred in repairing road infrastructure because of damage caused by heavy traffic and / or enter an agreement for payment or other compensation so as not to be subject to any proceeding under this section.

Policy Implications

05.09 Road Use Access and Maintenance Agreement

Establishes guidelines and procedures for the development of Road User Agreements.

Financial Implications

The Agreement is already in place and an extension has only minimal expenses associated with it.

Risk Implications

Risk is managed by using a certified Agreement, which has been established by Council's legal representatives.

Strategic Implications

Strategic Community Plan 2020 – 2030

Built Environment – Deliver and maintain assets and infrastructure which respond to community needs

Voting Requirements

Simple Majority

Recommendation

That Council, regarding the Road User Agreement Further Extension for Ashburton Downs-Meekatharra Road (SLK 0 to SLK 76) with Westgold Resources Ltd, and pursuant to section 132 of the *Road Traffic (Administration) Act 2008*, –

1. Agrees to the extension of the current Agreement to 31 December 2025,
2. Acknowledges the act of assisting the Shire with urgent remediation works on the Peak Hill Access Road from Westgold Resources Ltd contractors, and then Westgold Resources Ltd refusing to charge for the services, as being suitable financial compensation towards an Agreement extension, and
3. Requests the Chief Executive Officer to advise Westgold Resources Ltd there will be no further extensions beyond 31 December 2025.

Resolution	25/078
Moved	Cr Day
Seconded	Cr Smith

That Council, regarding the Road User Agreement Further Extension for Ashburton Downs-Meekatharra Road (SLK 0 to SLK 76) with Westgold Resources Ltd, and pursuant to section 132 of the *Road Traffic (Administration) Act 2008*, –

- 1. Agrees to the extension of the current Agreement to 31 December 2025,**
- 2. Acknowledges the act of assisting the Shire with urgent remediation works on the Peak Hill Access Road from Westgold Resources Ltd contractors, and then Westgold Resources Ltd refusing to charge for the services, as being suitable financial compensation towards an Agreement extension, and**
- 3. Requests the Chief Executive Officer to advise Westgold Resources Ltd there will be no further extensions beyond 31 December 2025.**

Vote Outcome	Carried 6/0
For	H Nichols, M Smith, W Ward, B Day, R Anderson, A Moses
Against	-
Variation Reason	-

10.8 Council Member Representation on External Groups and Positions

File Reference	GV.CM.001
Author	N Cain, Chief Executive Officer
Author's Interest	Nil
Authoriser	N Cain, Chief Executive Officer
Authoriser's Interest	Nil
Applicant / Respondent	Nil
Report Date	20 October 2025

Summary

Council has previously provided Council Member representation on external groups.

Council is requested to confirm continuing participation requirements on external groups and to nominate which Council Members will represent Council on those groups.

Attachments

Nil

Background

Council currently has Council Member representation to the following external groups / positions –

- Local Emergency Management Committee
- Western Australian Local Government Association (WALGA) Murchison Country Zone
- Regional Road Group and Murchison Subgroup
- Meekatharra Liquor Accord
- Local Recovery Coordinating Committee Chairperson
- Bush Fire Control Deputy Officer
- Murchison GeoRegion Group

Council has previously provided Council Member representation to the following external groups / positions, although does not currently do so –

- Meekatharra Agency Leadership Group (MALG)
- Meekatharra Aboriginal Reference Group

Council has previously provided Council Member representation to the following external groups and positions, which are recommended to have no further Council Member representation –

- Development Assessment Panel
- Meekatharra Outback Festival / Events Reference Group
- Doray Meekatharra Community Development Trust

The details of each of the groups for Council Member representation is as follows –

- Local Emergency Management Committee
 - o The general purpose is to undertake the task of overseeing the legislative function of prescribed local emergency management for the area.
 - o Previous Council representation – Councillor Holden.
 - o Requested – 1 x Council Member.
 - o Shire officer/s assigned – Chief Executive Officer and Manager Communities.
 - o Meeting cycle – As required.
- Western Australian Local Government Association (WALGA) Murchison Country Zone
 - o The general purpose is to provide a regional position on state matters, by consensus with other Councils, to the Western Australian Local Government Association.
 - o Previous Council representation – Shire President and Councillor Holden.
 - o Requested – Shire President and 1 x Council Member.
 - o Shire officer/s assigned – Chief Executive Officer.
 - o Meeting cycle – As required, at least 2 x per annum.
- Regional Road Group and Murchison Subgroup
 - o The general purpose is to oversee the allocation of funds for the Murchison region road network.
 - o Previous Council representation – Shire President.
 - o Requested – Shire President.
 - o Shire officer/s assigned – Chief Executive Officer.
 - o Meeting cycle – As required, at least 2 x per annum.
- Meekatharra Liquor Accord
 - o The general purpose is to minimise the harm caused in the local community by the excessive consumption of liquor and promoting responsible practices in the sale, supply, and service of liquor in the local community.
 - o Previous Council representation – Shire President.
 - o Requested – Shire President.
 - o Shire officer/s assigned – Chief Executive Officer.
 - o Meeting cycle – As required.

- Local Recovery Coordinating Committee Chairperson
 - o The general purpose is to assist the community recover from a disaster.
 - o Previous Council representation – Shire President.
 - o Requested – Shire President.
 - o Shire officer/s assigned – Chief Executive Officer.
 - o Meeting cycle – As required.
- Deputy Bush Fire Control Officer
 - o The general purpose is to assist the Chief Bush Fire Control Officer in the mitigation, response, and response of bush fire activity.
 - o Previous Council representation – Shire President.
 - o Requested – Shire President.
 - o Shire officer/s assigned – Chief Executive Officer.
 - o Meeting cycle – As required.
- Murchison GeoRegion Group
 - o The general purpose is to assist in the promotion of the Murchison region as a GeoRegion tourism destination.
 - o Previous Council representation – Councillor Smith.
 - o Requested – 1 x Council Member.
 - o Shire officer/s assigned – Manager Communities.
 - o Meeting cycle – As required.
- Meekatharra Agency Leadership Group (MALG)
 - o The general purpose is to provide leadership decision and recommend actions for the betterment of Meekatharra.
 - o Previous Council representation – Nil.
 - o Requested – 1 x Council Member.
 - o Shire officer/s assigned – Chief Executive Officer and Manager Communities.
 - o Meeting cycle – As required.
- Meekatharra Aboriginal Reference Group
 - o The general purpose is to seek to understand, and aid, jointly, the aboriginal groups of the district.
 - o Previous Council representation – Nil.
 - o Requested – 1 x Council Member.
 - o Shire officer/s assigned – Manager Communities.
 - o Meeting cycle – As required.

Comment

Representation on external groups and positions is considered an integral part of Council supporting the community and region.

Representation on most of the groups is at the discretion of Council, although non-representation on some groups may disadvantage the Shire as funding opportunities are generated through them.

It is recommended the following groups have no Council Member representation –

- Development Assessment Panel
Reason – Any requirement can be dealt with by reference to a future Council meeting.
- Meekatharra Outback Festival / Events Reference Group
Reason – This is an operational group and therefore not in the remit of Council's strategic function.
- Doray Meekatharra Community Development Trust
Reason – Any requirement can be dealt with by reference to a future Council meeting.

Consultation

Shire officers

Statutory Implications

Emergency Management Act 2005

Section 38 Local emergency management committees

A local government is to establish one or more local emergency management committees for the district.

Policy Implications

Council Policy 01.05 Elected Member Meeting Fees and Reimbursement of Expenses

Council members will be reimbursed for attending meetings where they are the nominated Council Member representative.

Financial Implications

Expenditure for meetings fees and costs associated with external groups and positions is included in the annual budget each year and is considered minimal.

Risk Implications

Council's risk exposure is low due to the routine nature of participation and nomination.

Strategic Implications

Strategic Community Plan 2020 – 2030

Economic – Encourage diverse business and maximise employment opportunities.

Relevant Council priorities include –

- Develop the Murchison GeoRegion in collaboration with participating shires.

Strategic Community Plan 2020 – 2030

Governance – Ensure effective, efficient use of Shire resources and provide leadership for the community.

Relevant Council priorities include –

- Develop partnerships with stakeholders to enhance community services and infrastructure.

Voting Requirements

Simple Majority

Recommendation

That Council, regarding Council Member Representation on External Groups and Positions, -

1. Appoints the following Council Member representatives to the following external groups and positions –
 - a. Councillor _____ to the Local Emergency Management Committee,
 - b. Shire President and Councillor _____ to the Western Australian Local Government Association (WALGA) Murchison Country Zone,
 - c. Shire President to the Regional Road Group and Murchison Subgroup,
 - d. Shire President to the Meekatharra Liquor Accord,
 - e. Shire President to be the Local Recovery Coordinating Committee Chairperson,
 - f. Shire President to be the Deputy Bush Fire Control Officer,
 - g. Councillor _____ to the Murchison GeoRegion Group,
 - h. Council chose not to nominate a Councillor to the Meekatharra Agency Leadership Group,
 - i. Councillor _____ to the Meekatharra Aboriginal Reference Group, and
2. Agrees to not provide Council Member representation to the following external groups and positions –
 - a. Development Assessment Panel,
 - b. Meekatharra Outback Festival / Events Reference Group, and
 - c. Doray Meekatharra Community Development Trust.

Resolution **25/079**
Moved **Cr Anderson**
Seconded **Dr Smith**

That Council, regarding Council Member Representation on External Groups and Positions,

-

- 1. Appoints the following Council Member representatives to the following external groups and positions –**
 - a. Councillor Anderson to the Local Emergency Management Committee,**
 - b. Shire President and Councillor Smith to the Western Australian Local Government Association (WALGA) Murchison Country Zone,**
 - c. Shire President to the Regional Road Group and Murchison Subgroup,**
 - d. Shire President to the Meekatharra Liquor Accord,**
 - e. Shire President to be the Local Recovery Coordinating Committee Chairperson,**
 - f. Shire President to be the Deputy Bush Fire Control Officer,**
 - g. Councillor Smith to the Murchison GeoRegion Group,**
 - h. Councillor Moses to the Meekatharra Aboriginal Reference Group, and**
- 2. Agrees to not provide Council Member representation to the following external groups and positions –**
 - a. Development Assessment Panel,**
 - b. Meekatharra Outback Festival / Events Reference Group, and**
 - c. Doray Meekatharra Community Development Trust,**
 - d. Council chose not to nominate a Councillor to the Meekatharra Agency Leadership Group.**

Vote Outcome **Carried 6/0**
For **H Nichols, M Smith, W Ward, B Day, R Anderson, A Moses**
Against **-**
Variation Reason **-**

10.9 Contribution – Meekatharra Community Resource Centre 30th Birthday

File Reference	CR.SP.001
Author	N Cain, Chief Executive Officer
Author's Interest	Nil
Authoriser	N Cain, Chief Executive Officer
Authoriser's Interest	Nil
Applicant / Respondent	Nil
Report Date	20 October 2025

Summary

Council has been requested by the Meekatharra Community Resource Centre to provide a one-off contribution towards their 30th birthday event.

Council has provision to provide contributions and donations to groups and individuals as it deems suitable.

Council is requested to provide a \$3,500 contribution to the Meekatharra Community Resource Centre 30th birthday events.

Attachments

Nil

Background

The Manager of the Meekatharra Community Resource Centre (CRC) has written to the Shire requesting a financial contribution towards their 30th birthday event, to be held in Lloyd's Plaza on 30 October 2025.

The CRC is a public institution which has the charitable purpose of advancing social and public welfare by –

- Advancing mental health and general wellbeing and preventing social isolation,
- Providing a physical location which supports individuals to undertake activities, work on projects and engage in learning in the company of others, and
- Providing accessible, innovative, and inclusive services and programs which support all aspects of our community and address issues of disadvantage within the community including, although not limited to poverty, health, isolation and unemployment.

The CRC is used as a resource by other towns and communities outside of the district, particularly as some government and services close or scale down.

Some of the services provided include –

- Free online access to state and local government information,
- Business and social development activities and services,
- Support information for Veterans,
- Department of Transport Driver and Vehicle Licensing,
- Printing and administrative services,
- Teleconference services, and
- Tourism information.

The CRC is a not-for-profit organisation.

The Shire of Meekatharra will be acknowledged as a primary benefactor of the CRC at the event.

Comment

The Shire of Meekatharra has provided support to the CRC for the entire life of the organisation, in varying forms, including –

- Premises provision,
- Annual financial contributions,
- Administration support, and
- Contractor support.

Council could choose to –

- Not provide a donation,
- Provide a \$3,500 donation towards the event,
- Provide a differing amount of donation towards the event.

Shire officers have recommended donating \$3,500 as per the request.

Consultation

Manager Meekatharra Community Resource Centre

Statutory Implications

Local Government Act 1995

Section 6.2 Local government to prepare annual budget

In preparing the annual budget the local government is to have regard to estimated expenditure proposed to be incurred by the local government.

Policy Implications

Council Policy 02.08 Donations

All donations are subject to Council consideration and approval, and all requests will be considered on their merits.

Financial Implications

Council has sufficient funds in the 2025-2026 Annual Budget to accommodate this request.

Risk Implications

Council's risk exposure is low by supporting this request.

Strategic Implications

Strategic Community Plan 2020 – 2030

Social – Contribute to a community that is connected, healthy and engaged in creating the future they want.

Relevant Council priorities include –

- Encourage and support the community to volunteer and self-manage new sporting and community activities.
- Prioritise projects that bring people together and strengthen community connectedness.

Voting Requirements

Simple Majority

Recommendation

That Council, regarding the proposed contribution to the Meekatharra Community Resource Centre 30th Birthday Event and pursuant to Council Policy 02.08, agrees to a donation of \$3,500.

Resolution

Moved Nil

Seconded Nil

No Council Member moved the motion and therefore the item lapsed.

11 New Business of an Urgent Nature

Nil

12 Confidential Matters

Nil

13 Council Member Motions

13.1 Response to Previous Council Member Motions

Nil

13.2 Proposed Council Member Motions

Nil

14 Next Meeting

The next Ordinary Council Meeting will be held at 11:30am Saturday 15 November 2025 at the Shire of Meekatharra Council Chambers, 75 Main Street, Meekatharra.

15 Closure of Meeting

The meeting was closed at 11.47am.