

Special Council Meeting (29 January 2025) ATTACHMENTS

Title
State Administrative Orders
Fire Emergency Management and Assessment
Emergency Evacuation Management and Assessment
Schedule of Accounts Paid Under Delegation
Statement of Financial Activity November 2024
Statement of Financial Activity December 2024
Draft Licence – Pavilion 1 - Donnybrook Football & Sporting Club (Inc)
Draft Licence – Pavilion 2 - Donnybrook Tennis Club Inc
Management Agreement Draft Outline
Engagement Forum feedback and Submissions
Fees & Charges



Jurisdiction: Local Government Act 1995

Application: Review of the decision of a local government on

a lodged objection

Parties: Mark James HARDISTY 1st Applicant

Mark HARDISTY 2nd Applicant

SHIRE OF DONNYBROOK BALINGUP

(Respondent)

Matter Number: DR 183/2024

Application Lodged: 2 December 2024

Date of Decision: 20 December 2024

Decision of:Member Rochelle Lavery

The Tribunal orders:

- 1. The site inspection to be attended by the respondent and the applicant's fire consultant is to occur on 27 December 2024 at a convenient time for the parties.
- 2. The applicant is to provide additional information as discussed at mediation to the respondent by 6 January 2025.
- 3. Pursuant to s 31(1) of the State Administrative Tribunal Act 2004 (WA) the respondent is invited to reconsider the decision on or before 3 February 2025.
- 4. The matter is listed to a directions hearing to be conducted by teleconference at 9.30 am on 7 February 2025.



Fire Emergency Management and Assessment

SCOPE

Bliss Fest 2025 is taking place in a rural area of Western Australia, in one of the hottest month of the year when the risk of bushfire is high. There will be 500 attendees at the event including volunteer staff and organisers.

PURPOSE

This document will identify the fire risks associated with the event, the controls in place to prevent any incidents from occurring and the response procedure if an incident occurs.

BACKGROUND

The venue Berry Delightful is located in the Shire of Donnybrook Balingup, a rural area surrounded by agricultural land and native bushland. The event is scheduled for February 28th-March 3rd 2025. February and March are some of the historically hotter months of the year when the fire risk is high-extreme.

Further a high risk private forest (10+ year) fuel load, is present north east of the property. This document will cover why risk surrounding this forest can be mitigated, and the nature of the site substantially reduces the likelihood of the threat of this bushland.

KEY RISK MANAGEMENT PROTOCOLS

There will be a 'no naked flame' rule in effect for the duration of the event. This means the following will not be permitted for use:

- Candles, oil burners or gas cookers
- Fire twirling apparatus
- Pyrotechnics or other flammable performance equipment
- Smoking will only be permitted in designated fire safe areas

An approved Bushfire risk evacuation plan will be approved by our fire services contractor: WA-Fire. WA Fire have 10 years experience managing fire both risk management and operationally at Blazing Swan (an event of 3000 people and including high activity of pyrotechnics and large effigy-burn shows). They have experience in evacuation plans and risk mitigation plans for various sites and buildings. www.wa-fire.com.au

All cooking will take place in a commercial grade kitchen located within the venue's main building structure. This significantly reduces the need/incentive for participants to have any cooking facilities in the camp grounds.

The presence of a large catchment dam on the property (100m x 250m) will act as a natural firebreak and place of refuge from a fire incident. Other firebreaks already exist on the property as part of the venue owner's personal fire prevention strategy.

In the event of a total fire ban, vehicle movement may be restricted over open fields. In such an instance the equipment that the WA-Fire fire fighters will be supplying will be sufficient shall a total fire ban be declared for the region. Additionally, if a TFB is issued compliance will be

adhered to and managed by the Chief Warden. Vehicles that are parked in these fields will need to remain and access would be stopped. In an extreme circumstance a vehicle did need to be moved it would be followed by 1 of the fire appliances with 2000L of water and firefighting hoses and nozzles.

RISK MANAGEMENT SCENARIOS

Fire Starts at Bliss Festival				
Initial assessment	Likelihood – C: Possible to Occur at some time	Consequence – Catastrophic	Result – High	
Residual risk assessment	Likelihood – E: Very Unlikely to Occur	Consequence – Major	Result – Low	

PREVENTATIVE ACTIONS (Eliminate, Isolate, Engineering, Administrative) – To reduce Likelihood of fire related incident occurring

- Parking area and border of camping area to be cleared of dry grass as a firebreak.
- Other firebreaks already present on the property as standard rural land management
- 'No naked flame' rule in effect
- Fire wardens onsite at all times
- Smokers required to carry their own personal 'butt' disposal tools
- Patrons briefed on fire risk and controls via online communications and signage.
- All catering provided by the event to eliminate patron cooking
- 24h a day monitoring/patrol by on site fire management team (WA-Fire) to identify any hazards and manage them immediately

RESPONSE ACTIONS – To reduce consequence of fire related incident occurring

- 10 x public dry powder extinguishers located at the event, One at each of the stages (Waterfront, Workshop, Chill, Kitchen Tent and Main/Jewel Stage), 3 in the general camping area and 2 on either side of the parking area. All crew notified on the day as to emergency procedures. Fire extinguisher locations present on all maps around the venue for patrons.
- I utility vehicle with a 1000L IBC fitted with a hose and pump will act as a mobile fire fighting vehicle (fire hydrant on map)
- Additional 2x (2000L) fire fighting vehicles and 2 on-site 24h duty fire fighters provided by WA-Fire (4 fire fighting staff, with 2 on duty and 2 on call at all times) to assist in responding to fire emergency
- Staff and patrons briefed on procedures to fight fire with extinguishers 'if safe to do so'
- For all fires event staff to immediately call 000
- Follow emergency evacuation procedure and proceed to muster points, dam or full evacuation if required (refer to evacuation map below)
- Call for Assistance from on-site First Aid, to treat any injuries

Resource requirements:	 Extinguishers
	 Vehicle with IBC, pump and hose
	 Radios for comms
Responsibilities:	The Liberators
	WA-Fire
	The Berry Delightful
	Day Nite Security
Timing:	 Fire extinguishers and fire fighting vehicle checked on day
	of event

Reporting:	Missing or non functioning site equipment to The
	Liberators event management and/or The Berry Delightful
	management immediately
Monitoring:	Before, during and after the event

Regional Bushfire Requiring Emergency Response				
Initial assessment	Likelihood – D: Consequence – Result – High Unlikely to Occur			
Residual risk assessment	Likelihood – D: Unlikely to Occur	Consequence – Major	Result – Moderate	

PREVENTATIVE ACTIONS (Eliminate, Isolate, Engineering, Administrative) – To reduce Likelihood of fire related incident occurring

- Other firebreaks already present on the property as standard rural land management
- Water catchment dam acts as a large firebreak (100m x 250m)
- Additional empty fields act as further firebreaks (120m wide)
- 24h day monitoring of Emergency WA by chief fire warden (Star Link satellite internet available for all staff)

RESPONSE ACTIONS - To reduce consequence of fire related incident occurring

- Response planning by Chief Fire Warden (Level 2 Incident Controller), necessity of evacuation and suitable evacuation routes identified moment locality fire detected by Emergency Response channels
- 2x (2000L) + 1x (1000L) On site Fire fighting vehicles and 2 on-site 24h duty fire fighters provided by WA-Fire (4 fire fighting staff, with 2 on duty and 2 on call at all times) available to assist local fire fighting forces if required.
- Follow emergency evacuation procedure and proceed to muster points, dam or full evacuation if required (refer to evacuation maps in Evacuation risk management procedure)
- Berry Delightful Tearoom area can be used as shelter alternative to evacuation
- In the event of full evacuation, Chief Fire Warden will manage full occupancy of all vehicles out of the event (full evacuation possible with only 100 vehicles)
- Call for Assistance from on-site First Aid, to treat any injuries

Resource requirements:	WA Fire firefighting vehicles
	 Vehicle with IBC, pump and hose
	 Radios for comms
Responsibilities:	The Liberators
	WA-Fire
	The Berry Delightful
	Day Nite Security
Timing:	 Fire extinguishers and fire fighting vehicle checked on day
	of event
Reporting:	Missing or non functioning site equipment to The
	Liberators event management and/or The Berry Delightful
	management immediately
Monitoring:	Before, during and after the event

Total Fire Ban called immediately prior or during event, preventing vehicular movements

Initial assessment	Likelihood – C: Possible to Occur	Consequence – Major	Result – High
Residual risk assessment	Likelihood – C: Possible to Occur	Consequence – Minor	Result – Moderate

PREVENTATIVE ACTIONS (Eliminate, Isolate, Engineering, Administrative) – To reduce Likelihood of fire related incident occurring

• Put through application for exemption of vehicle movements during total fire ban (The equipment that the private fire fighters will be supplying will be sufficient shall a total fire ban be declared for the region.)

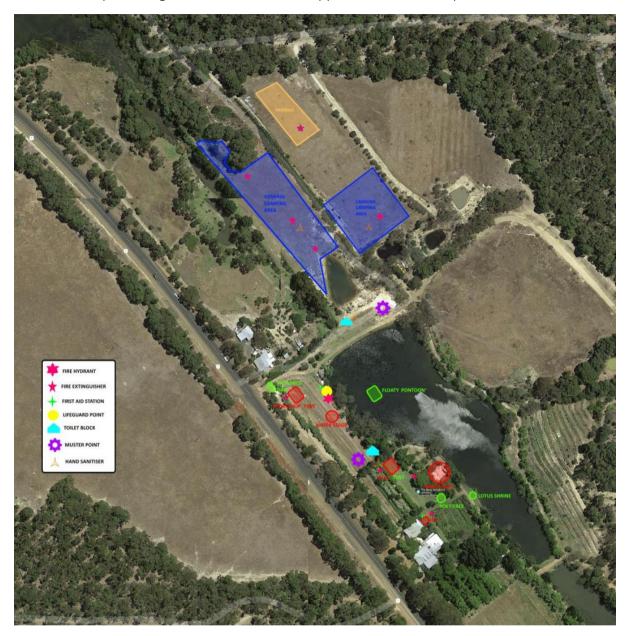
RESPONSE ACTIONS – To reduce consequence of fire related incident occurring

- If a Total Fire Ban is issued compliance will be adhered to and managed by the Chief Warden.
- Vehicles that are parked in these fields will need to remain and access would be stopped.
- In circumstance a vehicle did need to be moved it would be followed by 1 of the fire appliances either vehicle with 2000L of water and firefighting hoses and nozzles, or firefighters carrying fire extinguishers (large surplus will be available on site)

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Resource requirements:	 WA Fire firefighting vehicles
	 Vehicle with IBC, pump and hose
	 Radios for comms
Responsibilities:	The Liberators
	WA-Fire
	The Berry Delightful
	Day Nite Security
Timing:	 Fire extinguishers and fire fighting vehicle checked on day
	of event
Reporting:	 Missing or non functioning site equipment to The
	Liberators event management and/or The Berry Delightful
	management immediately
Monitoring:	Before, during and after the event

SITE MAP

Below Site Map showing location of fire control apparatus and muster points



WIDER SITE MAP - Bush Fire Response

Wider site Map shown below indicating the camping and main festival area. Note that between the high risk forest there are 2 main fields (120m wide) as well as a large dam (50-100m wide) that can act as a natural fire break. For evacuating festival goers. In the event of a Major bush fire, this areas can act as areas for shelter from fire fighting aircraft and fires in the event of a regional emergency. Due to the high risk bushland being present uphill to the event area, in addition to being separated by 200+ m of fire break, heat is unlikely to travel to the event area.

Due to 3 onsite exits, and 2 neighbouring exits, its possible to reserve a path for further emergency services to access the site. Historically prevailing winds and nature of the fire spread on slopes would cause the fire to travel uphill away from the property, therefore it is unlikely that in the event of a bushfire further emergency services are required to access property boundaries.

Having the WA-Fire chief warden on site with his level 2 Incident controller qualifications, Cert IV incident management (Firefighting) we believe the directions for early evacuation or strategic positioning with the property or surrounding properties that if major bush fire incident arises, we will be directed to the correct and safest location available to mitigate risk to the attendees of the festival. Prior to the festival strategic locations will be identified and communicated to all staff and attendees on arrival.



Emergency Evacuation Management and Assessment

SCOPE

Blissfest 2025 will have multiple vehicle and pedestrian movements during the festival, as well as a possible need to evacuate for a local emergency.

PURPOSE

This document will outline the risks associated with emergency evacuation procedures and the process to be followed in the event of an emergency.

BACKGROUND

The Evacuation plan (as per the map below) is to be implemented in case of a major emergency and all staff and personnel on-site will be briefed accordingly.

PROCEDURE

An assessment of the need to undertake an evacuation will be determined by the following persons, in liaison with (if required) WA-Fire, Day Nite Security, Police, and Emergency Services.

They will make up the Emergency Management Team:

- Festival Directors: Peter Sharp and Pasan Tennakoon
- Event Managers: Pasan Tennakoon
- Chief Fire Warden: Gareth Deeg (WA-Fire)
- Venue Manager: Mark Hardisty

All event personnel (including Fire management team, Marshals, Security, first aiders, etc) will be briefed on the evacuation plan as they sign on for the day or at a pre-event briefing.

The evacuation map will be clearly displayed in the toilets, all Stages, and the HQ.

In case of a major emergency, the event management team or Fire management team will instruct marshalls and security staff to begin crowd control measures.

Patrons will be encouraged to leave the current area and assemble at the appropriate assembly area/muster point where further instructions to evacuate will be given.

In the event of a forced evacuation, the responsibility of the evacuation is handed over to the appropriate Controlling Agency or HMA (Hazard Management Agency) most likely to be the on site fire management team (WA-Fire), the Police or Volunteer Fire Brigade.

Where appropriate and in accordance with the Emergency Management Act 2005 and Regulations 2006, a decision to evacuate and take control of the situation can be made without consultation with the organizers.

Following a decision to evacuate the festival precinct, the message will be relayed to traffic controllers, security, stage managers, and marshalls to guide festival attendees to the exits and toward the assembly areas.

The evacuation will be facilitated by staff and security away from the affected area/s and away from the event locale.

Depending on the nature and location of the emergency, patrons will be guided to the appropriate exit and restricted from approaching the incident location by staff and security, or advised to exit via private vehicle.

The muster points (or Assembly Areas) and evacuation routes are displayed in the map below.

EVACUATION PROCEDURE

A summary of the evacuation procedure is as follows:

- 1. Chief Fire Warden/Level 2 Incident Controller monitors both information from fire martials and event management staff (via Radio communications) as well as emergency WA channels (via on site satellite internet).
- 2. Chief Fire Warden, in liaise with Emergency Management Team (Or Emergency body) makes a decision to evacuate (and informs Emergency services if required) in the event of an on-site of off-site incident requiring evacuation
- All staff and patrons advised to assemble in relevant muster point via stage PA systems and radios. Muster point selected by incident controller depending on prevailing conditions
- 4. Need to evacuate communicated to all persons at the muster point, via Radios and PA systems
- 5. Marshalls, traffic wardens and security assume positions to direct traffic flow
- 6. Patrons exit venue by vehicle or foot, whichever is safest to do
- 7. In the event evacuation is urgent, vehicles evacuated with full occupancy (5 per vehicle), in this instance, entire site can be evacuated with 100 vehicles.
- 8. Lead vehicle or Lead on-foot martial will lead the evacuation routes with all participants and volunteers following
- 9. Marshalls and Emergency Management Team sweep venue to ensure no persons left behind
- 10. Emergency Management Team leaves site once satisfied no persons are still present at the venue

ITEM 5: TRAFFIC AND PUBLIC CONTROL DURING EVACUATION

Risk	Patrons not communicated to on need to evacuate
	 Traffic control inadequate to maintain safe exit of pedestrians and/or
	vehicles
	Patrons left in an unsafe area of the venue

Initial	Likelihood	Consequence: Catastrophic	Result -
assessment	-C:		High
	Possible		
	to Occur		
Residual	Likelihood	Consequence Major	Result -
risk	-D:		Medium
assessment	Unlikely		

PREVENTATIVE ACTIONS (Eliminate, Isolate, Engineering, Administrative) – To reduce Likelihood of fire related incident occurring

- Liaise with Council, Police, and other emergency services re-emergency access.
- Chief Fire Warden constantly monitoring emergency WA (Star Link internet connections provided)
- Fire and Evacuation procedure managed by WA-Fire
- Traffic control installed by competent personnel.
- Traffic Controllers, Fire Marshals and Chief in communication via 2 way radio
- Ensure emergency exits remain clear during the event.
- All traffic control and emergency exit signage to be installed prior to crowd arrival.
- Muster points and lines of communication clear to all stakeholders
- Inspect all controls and sign location prior to the event to ensure all in place.
- Test communication channels each day to ensure functioning adequately

RESPONSE ACTIONS – To reduce consequence of fire related incident occurring

- Communicate evacuation call to all stakeholders
- Provide maps for all relevant personnel
- Take instructions from Emergency bodies if required
- Evacuate as per Evacuation Procedure

 Signs
 Radios and PA systems
Traffic controllers
 Marshals
 Security
 Liberators staff
Grounds Team
WA-Fire
Day Nite Security
Fire Marshalls
 Police and emergency services
 Prior to the event with monitoring throughout the
event
 Reporting or removal of controls to festival HQ
During the grount of any many into
During the event as appropriate

EVACUATION ROUTES AND MUSTER POINTS

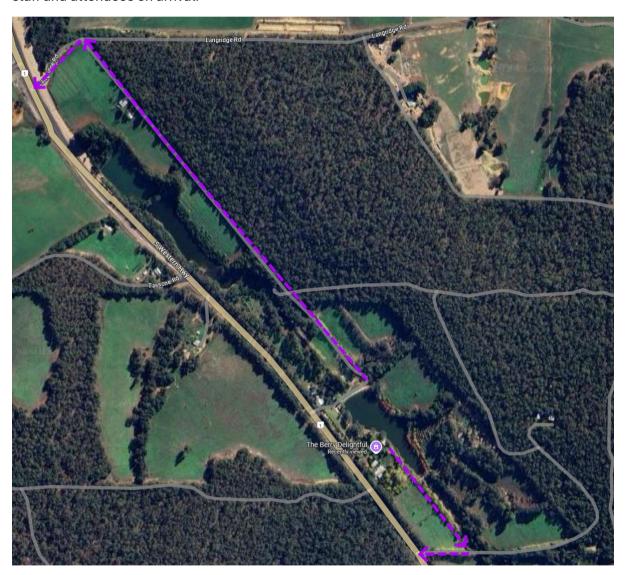
Below are the three standard evacuation routes out of the Berry Delightful event area, muster points are marked showing where crowd can gather under the direction of the chief fire warden and fire marshalls.



ALTERNATE EVACUATION ROUTES - Major Bush Fire

Two additional evacuation routes have been identified. These use public tracks along neighbourhood property boundaries, and can be utilized by the Chief Fire warden in the event of a Major Bush Fire in the region. The combination of Exit routes can be selected by the Chief Fire Warden (Level 2 incident controller) dependent on the condition and direction of such a fire. Consent has been received by the neighbouring properties for use of these routes in the event of an evacuation.

Having the WA-Fire chief warden on site with his level 2 Incident controller qualifications, Cert IV incident management (Firefighting) we believe the directions for early evacuation or strategic positioning with the property or surrounding properties that if major bush fire incident arises, we will be directed to the correct and safest location available to mitigate risk to the attendees of the festival. Prior to the festival strategic locations will be identified and communicated to all staff and attendees on arrival.



EVACUATION TRAFFIC MANAGEMENT PLAN

A Evacuation Traffic management plan will be developed and implemented by the incident controller. Liberators and WA-Fire staff will be briefed with specific roles as dedicated traffic wardens for emergency response.

- 1. Liaise with Council, Police and other emergency services re emergency access.
- 2. Traffic control installed by competent personnel.
- 3. Two emergency exits exists which allow for traffic to leave the area in two directions reducing the traffic jam potential.
- 4. Additional exits via neighbouring properties in the event they are required
- 5. Ensure emergency exits remain clear during event.
- 6. All traffic control and emergency exit signage to be installed prior to public arrival.
- 7. Event signage also installed on either side of the property
- 8. Muster points and lines of communication clear to all stakeholders
- 9. Traffic Wardens briefed on guiding required vehicles off the property via all exit path options. This includes ensuring full occupancy of vehicles in event this is required.
- 10. All controls and sign locations will be inspected prior to event to ensure all in place.

See Below for potential vehicular exit routes on the site, selected by incident controller dependent on the nature of the emergency (for example direction of advance of fire). There are multiple main exits on access track to increase flow of traffic onto the Main Roads, additionally secondary exit via house drive way. There are also 2 tertiary exits via neighbouring properties (Refer to Alternative evacuation routes in above section)



REFERENCE CREDIT CARD	DATE	PAYEE		INVOICE	DESCRIPTION		AMOUNT
3588	14/12/20	24 BENDIGO BANK					1,681.60
				AUST WIDE	TAXATION & PAYROLL MANUAL	365.00	
				LG PROFESSIONALS	LG PROFESSIONALS - ANNUAL STATE CONFERENCE	1,030.00	
				SENDGRID	DBK REC CTR - MONTHLY AUTOMATED EMAIL SERVICE LINKED TO ENVIBE FOR NOV 24	140.89	
				COLES	TRAVEL & ACCOMMODATION - FOOD	34.57	
				QUEST	CAR PARKING X 2 DAYS	25.49	
				CAFÉ 48	FIREFIGHTING SKILLS - REFRESHMENTS	9.50	
				MAILCHIMP	MOHTHLY MARKETING SUBSCRIPTION NOV 24	41.17	
				OFFICEWORKS	CAR CHARGER AND CABLE	18.98	
				BENDIGO	BENDIGO CARD FEE - NOV 24	16.00	
						TOTAL: CREDIT CARD PAYMENTS	\$1,681.60
EFT PAYMEN	TS						7-,
EFT29874D		24 WESTNET PTY LTD					97.71
	,,			142548390	NBN SERVICE - DBK LIBRARY/SCHOOL, DBK DEPOT & DBK ADMIN	97.71	
EFT29875	05/12/20	24 HARMONIC IT				37.71	9,147.49
	,, -0			2182	DBK DEPOT & BLN BFB - MODEM ROUTER	297.99	-,
				2198	BLOCK HOURS - SUPPORT	8,464.50	
				2205	MANAGED FORTANALYZER - 5 FIREWALLS - SITE LICENCE	385.00	
EFT29876	05/12/20	24 ALFS MACHINERY P	TYITD	2203	WANGED FOR MANEELER STREET STREET STREET	363.00	79.70
LI 123070	03/12/20	24 ALI S WIACIIINLINI I	11 210	A1618	P&R - WASHERS, NUTS, BOLTS	79.70	75.70
EFT29877	05/12/20	24 AUSTRALIA POST - A	ACCOLINTS	A1010	Take Washing, Nots, Boris	73.70	583.11
LI 123077	03/12/20	24 AUSTRALIA I UST - I	ACCOUNTS	1013671051	SHIRE POSTAGE - NOV 24	583.11	303.11
EFT29878	05/12/20	OA ALICTDALIANI CEDVI	CES UNION WESTERN AUSTRALIAN BRANCH	1013071031	STIRLE OSTAGE - NOV 24	363.11	159.00
LI 123878	03/12/20	24 AUSTRALIAN SERVI	CES UNION WESTERN AUSTRALIAN BRANCH	DEDUCTION	EMPLOYEE UNION DEDUCTIONS	159.00	139.00
EFT29879	05/12/20	24 AMD		DEDOCTION	EMIFLOTEE GINION DEDOCTIONS	139.00	2,310.00
LI 123873	03/12/20	24 AIVID		INV-10952	LRCI AUDIT 2024	2,310.00	2,310.00
EFT29880	05/12/20	24 AMITY SIGNS		1144-10332	ERCI AODIT 2024	2,310.00	227.15
LI 123880	03/12/20	24 AMITT SIGNS		17971	RURAL ROAD NUMBER SIGN PLATE	34.65	227.13
				17970	JONES ST & PRESTON RD - STREET SIGNS	192.50	
EFT29881	05/12/20	24 WINC AUSTRALIA P	TV LTD - ACCOUNTS	17970	JONES ST & FRESTON RD - STREET SIGNS	192.50	244.08
LI 123001	03/12/20	24 WINC AUSTRALIA I	TI EID - ACCOUNTS	9046586734	ADMIN - STATIONERY	244.08	244.00
EFT29882	05/12/20	24 AFGRI EQUIPMENT	ALISTRALIA DTV LTD	3040380734	ADIVIN - STATIONERI	244.08	236.45
LI 123882	03/12/20	24 AI GRI EQUIFIVIENT	AOSTRALIA FTT LTD	2908023	DB2462 - TRANSPORT GRADER - LAMP	236.45	230.43
EFT29883	05/12/20	24 ADVANCED HEARIN	IG WA	2308023	DBZ40Z - TRANSFORT GRADER - LAWIF	230.43	280.00
1123003	03/12/20	27 ADVANCED HEARIN	IV WA	9597	SAFE WORK HEARING ASSESSMENT	140.00	280.00
				9598	SAFE WORK HEARING ASSESSMENT	140.00	
EFT29884	05/12/20	24 BUNNINGS GROUP	LIMITED	3336	SALE WORK HEARING ASSESSIVENT	140.00	183.22
LI 123004	03/12/20	24 DOMININGS GROOT	LIMITED	2706/01205099	WATERPROOF MEMBRANE FOR BIN STANDS	73.28	103.22
				2179/01591718	TAPE MEASURES	109.94	
EFT29885	05/12/20	24 SOLITHWEST EIDE N	MITIGATION SERVICES	2173/01331710	TALE INLABORES	105.54	361.20
LI 123883	03/12/20	24 300 111WL31 1 IKL I	WITHOUTHOUT SERVICES	NO06	BLN TRANSFER STATION - MITIGATION - EQUIPMENT HIRE & DIESEL	361.20	301.20
EFT29886	05/12/20	OA DETTED TELCO SOLL	UTIONS PTY LTD - PHONE ACCOUNT	NOOU	BEN TRANSPER STATION - WITHGATION - EQUIPMENT THRE & DIESEE	301.20	932.71
LI 123000	03/12/20	27 BETTER TELCO SOLI	OTIONS FIT LID - FITONE ACCOUNT	434381-267	ADMIN - MONTHLY PHONE/SIP ACCOUNT - NOV 24	932.71	332./I
EFT29887	05/12/20	24 GEOGRAPHE FORD		+3+301-207	ADMIN MONTHER PROME/SIT ACCOUNT - NOV 24	932.71	92,415.08
LF12300/	03/12/20	24 GLUGNAPHE PUND		L2273	VEHICLE PURCHASE - DIR FINANCE & CORPORATE	32,166.17	32,413.08
				L22/3 L2269	VEHICLE PURCHASE - DIR FINANCE & CORPORATE VEHICLE PURCHASE - CEO	32,166.17	
				L2271	VEHICLE PURCHASE - CEO VEHICLE PURCHASE - DIR OPERATIONS	28,166.17	
EFT29888	05/12/20	24 ALISTRALIAN COVE	RNMENT - SERVICES AUSTRALIA - CHILD	L22/1	VEHICLE I ONCHASE - DIN OF ENATIONS	20,100.17	327.06
1123000	03/12/20	24 AUSTRALIAN GUVE	MINISTER - SERVICES AUSTRALIA - CHILD	DEDUCTION	PAYROLL DEDUCTION	327.06	327.00
				DEDUCTION	FAINOLL DEDUCTION	327.06	

REFERENCE	DATE PAYEE	INVOICE	DESCRIPTION		AMOUNT
EFT29889	05/12/2024 CAPEL CRANE HIRE				1,613.70
		200475	P&R - HIRE OF CRANE AND DOGMAN TO INSTALL WEIR GATES - PRESTON RIVER IRRIGATION	1,613.70	
EFT29890	05/12/2024 CORSIGN WA				744.70
		00090253	DBK DEPOT - CUSTOM PARKING SIGNAGE, CLAMP, BOLT SETUPS	744.70	
EFT29891	05/12/2024 CONWAY HIGHBURY PTY LTD				880.00
		891	REVIEW OF SHIRE LOCAL LAWS	640.00	
		891	WASTE AND ANIMALS AMENDMENT	240.00	
EFT29892	05/12/2024 DONNYBROOK MEDICAL SERVICES				480.00
		39391	PRE EMPLOYMENT MEDICAL	165.00	
		39685	PRE EMPLOYMENT FULL FUNCTION MEDICAL	315.00	
EFT29893	05/12/2024 DONNYBROOK DISTRICT HIGH SCHOOL				2,454.23
		11222	DBK LBRY - BOOK STOCK, MAGAZINE PURCHASES & SUBSCRIPTIONS	307.20	
		11241	DBK HIGH SCHOOL AWARDS - COLLINS BOOK VOUCHERS	150.00	
		11247	DBK LBRY - ELECTRICITY - MAY 24 TO NOV 24	1,997.03	
EFT29894	05/12/2024 DONNYBROOK BUILDING COMPANY				330.00
		00002419	VC MITCHELL - REMOVE AND RELOCATE PORTABLE TOILET	330.00	
EFT29895	05/12/2024 FAIRTEL PTY LTD				154.00
		406231-267	DONNYBROOK SES - PHONE AND NBN SERVICE - NOV 24	154.00	
EFT29896	05/12/2024 WG & GM FOSTER				809.60
		A2369	RATES REFUND	809.60	
EFT29897	05/12/2024 GARAGE DOORS SOUTH WEST				2,515.00
		00025434	SHERP - LANGLEY VILLAS U1, 2 & 3 - SUPPLY AND INSTALL ROLLMASTA ROLL-UP DOORS	2,515.00	
EFT29898	05/12/2024 MOORE AUSTRALIA (WA) PTY LTD				1,320.00
		4479	STAFF TRAINING - 2024 NUTS AND BOLTS WORKSHOP LIVESTREAM ATTENDANCE	1,320.00	
EFT29899	05/12/2024 HERSEY'S SAFETY PTY LTD				26.40
		S50624	DBK DEPOT - DANGER TAPE	26.40	
EFT29900	05/12/2024 RL & RM HILL				1,971.30
		A2977	RATES REFUND	1,971.30	
EFT29901	05/12/2024 INTERFIRE AGENCIES PTY LTD	WW 4 20025	FOL. ALL DEDG. CLOVES	2 200 72	2,009.70
55720002	05/40/2024 00/47/14/55	INV-20925	ESL - ALL BFBS - GLOVES	2,009.70	120 021 00
EFT29902	05/12/2024 SOUTH WEST ISUZU	4.020572	TRUCK BURGUAGE	422.024.02	120,824.00
FFT20002	OF 140 1000 A TONNIOLS THAT DAMP AND CARDENTEN CERTIFICA	1629573	TRUCK PURCHASE	120,824.00	2 406 25
EFT29903	05/12/2024 JONNO'S HANDYMAN AND CARPENTRY SERVICES	400	PRESTOUVILLAGE LANGUEVAWA & A MANIN COTTS - CROUNTS MAINTENANCE - NOVA	2 400 25	2,186.25
55T20004	OF 142 12224 LINUNG CORNINGS WATER STATE	438	PRESTON VILLAGE, LANGLEY VILLAS & MINN COTTS - GROUNDS MAINTENANCE - NOV 24	2,186.25	25.00
EFT29904	05/12/2024 LIVING SPRINGS WATER PTY LTD	475044	WATER MOVA	25.00	26.00
FFT2000F	OF /4 2 / 2024 A ARD TRAFFIC DI ANIANIAI C. B. MANIA CERAFAIT DTV I TR	175314	WATER - NOV 24	26.00	425.60
EFT29905	05/12/2024 MB TRAFFIC PLANNING & MANAGEMENT PTY LTD	0004740	CENTEDIC TO A FELC MANNA CENTENT DI ANI FOD COMMUNITY EVENTE	425.60	435.60
EFT29906	OF /42/2024 MATURALISTS LIVERNIS SERVICES	0001748	GENERIC TRAFFIC MANAGEMENT PLAN FOR COMMUNITY EVENTS	435.60	212.50
EF129906	05/12/2024 NATURALISTE HYGIENE SERVICES	INIV OOFO	CALLOUT TO ADEV DADY. DEDAID TIMO DAMACED CHARDS CONTAINEDS	212.50	312.50
FFT20007	05 /42 /2024 OFFICEWORKS	INV-0959	CALLOUT TO APEX PARK - REPAIR TWO DAMAGED SHARPS CONTAINERS	312.50	COC 40
EFT29907	05/12/2024 OFFICEWORKS	617522722	M/9.C ADMINI I AMINATING DOLIGHES	20.00	686.49
		617532723 617532497	W&S ADMIN - LAMINATOR	30.99 655.50	
EET20009	OF /12 /2024 OFFICE OF THE AUDITOR CENERAL	01/33249/	W&S ADMIN - LAMINATOR	055.50	44,000,00
EFT29908	05/12/2024 OFFICE OF THE AUDITOR GENERAL	INIV 1414	2022 2024 ANNITAL ALIDIT	44 000 00	44,000.00
EFT29909	OF /12/2024 NICHOLAS CRECORY O'CONNOR	INV-1414	2023-2024 ANNUAL AUDIT	44,000.00	16 50
EF129909	05/12/2024 NICHOLAS GREGORY O'CONNOR	REIMBURSE	REIMBURSEMENT FOR REFRESHMENTS	16.50	16.50
		KEIIVIBUKSE	REINIDORSEINEINI FOR KELKESUINENIS	16.50	

REFERENCE	DATE PAYEE	INVOICE	DESCRIPTION		AMOUNT
EFT29910	05/12/2024 PRESTON VALLEY MAINTENANCE				6,908.00
		INV-1934	SHERP - MINN COTTS - SUPPLY AND INSTALL GARDEN SHED	770.00	
		INV-1939	TRIGWELL ST PARK - REMOVE OLD FENCE AND REPLACE WITH BOLLARDS	1,980.00	
		INV-1940	INS CLAIM - BANK BUILDING FENCE DAMAGE - SUPPLY AND INSTALL COLORBOND BOUNDARY FENCE	638.00	
		INV-1945	INS CLAIM - ONGOING HIRE OF BRIDGE PROPS FOR IRISHTOWN BRIDGE	264.00	
		INV-1946	APPLE FUN PARK - REPAIR SPRING TOY PLAYGROUND EQUIPMENT	495.00	
		INV-1947	DBK STANDPIPE REPAIRS	440.00	
		INV-1948	DBK CEMETERY - CONCRETE SLAB AND SEAT INSTALLATION	1,650.00	
		INV-1949	COMMUNITY RESOURCE CENTRE - REHANG BATHROOM PELMET SLIDING DOOR	88.00	
		INV-1950	INS CLAIM - DBK TRANSIT PARK - TEMPORARY REPAIR OF DAMAGED SECTION OF KOPPERS LOG FENCE	165.00	
		INV-1951	INS CLAIM - BANK BUILDING FENCE DAMAGE - PROVIDE SAFETY BARRIER, COLLECT TEMPORARY FENCING PANELS	275.00	
		INV-1952	APPLE FUN PARK - REPLACE DAMAGED SOAP DISPENSERS, SECURE CCTV WIRING	143.00	
EFT29911	05/12/2024 PFD FOOD SERVICE PTY LTD				269.85
		LN675889	DBK REC CTR - KIOSK STOCK	269.85	
EFT29912	05/12/2024 PLE COMPUTERS PTY LTD				70.00
		SI-2836456	DBK DEPOT - PORTABLE DVD WRITER	70.00	
EFT29913	05/12/2024 P GREY OTOLARYNGOLOGY				900.00
		240034	WORKCOVER ASSESSMENT	900.00	
EFT29914	05/12/2024 ROYAL LIFE SAVING SOCIETY WA INC.				165.00
		RLSSWA INV2490	ANNUAL WATCH AROUND WATER SUBSCRIPTION	165.00	
EFT29915	05/12/2024 STEWART & HEATON CLOTHING CO. P/L				288.71
		SIN-3995391	VARIOUS BFB - PPE	288.71	
EFT29916	05/12/2024 SOUTHERN LOCK & SECURITY				4,060.00
		C35698	DBK DEPOT - SUPPLY AND INSTALL SECURITY ALARM	120.00	
		C35779	DBK DEPOT - SUPPLY AND INSTALL SECURITY ALARM	3,940.00	
EFT29917	05/12/2024 SOS OFFICE EQUIPMENT				1,286.19
		SOS649976	MONTHLY PRINTER METER READS - NOV 24	1,286.19	
EFT29918	05/12/2024 SETON AUSTRALIA				733.73
		9357581261	DBK REC CTR - PPE	36.30	
		9357648035	DBK REC CTR - PPE	557.88	
		9357666305	DBK REC CTR - PPE	139.55	
EFT29919	05/12/2024 SCOPE BUSINESS IMAGING				62.68
		683943	DBK SES - PREVENTATIVE SERVICE PLAN FOR PRINTER/COPIER	62.68	
EFT29920	05/12/2024 SAPIO PTY LTD				2,302.05
		287224	CCTV ANNUAL MAINTENANCE AGREEMENT	2,302.05	
EFT29921	05/12/2024 CR DEANNA RUTH SHAND				188.21
		CR ALLOW	CR TRAVEL ALLOW - OCT TO NOV 24	188.21	
EFT29922	05/12/2024 SOUTH WEST PROPERTY MANAGEMENT				869.05
		EMERALD38	RENTAL SUBSIDY FOR CHILD CARE WORKER - NOV 24 TO DEC 24	869.05	
EFT29923	05/12/2024 TELSTRA - MELBOURNE ACCOUNTS				1,723.95
		4144385830	SHIRE RETIC, RANGER, WMF - MOBILE/SIM CARD CHARGES - NOV 24	160.06	
		700000047535	SHIRE MOBILE/SIMS CARD CHARGES - NOV 24	1,318.23	
		2814191280	TELEPHONE - DBK SES	15.00	
		0288984600	ARGYLE/IRISHTOWN BFB - INTERNET & DATA SERVICES & EQUIPMENT RENTAL	99.99	
		0903546000	TELEPHONE - BLN LIBRARY	36.03	
		0609775000	TELEPHONE - DBK LIBRARY	94.64	
EFT29924	05/12/2024 TREEHOUSE CHILDCARE CENTRE INC.				2,182.08
		202493	REIMBURSEMENT OF ANNUAL MEMBERSHIP FOR DJMIR ADVISORY SERVICES	2,182.08	

REFERENCE	DATE PAYEE	INVOICE	DESCRIPTION		AMOUNT
EFT29925	05/12/2024 TIMBER INSIGHT PTY LTD				66,000.00
		00004693	WRIGHTS BRIDGE ROUTINE/PREVENTATIVE MAINTENANCE WORKS	66,000.00	
EFT29926	05/12/2024 TIMIAMA NOMINEES PTY LTD				5,673.25
		3893	GRAVEL USAGE FOR ROAD CONSTRUCTION	5,673.25	
EFT29927	05/12/2024 DAN HEIN VANAMSTEL				63.68
		REIMBURSE	DB460 - UPPER CAPEL BFB - REIMBURSEMENT FOR FUEL PURCHASE	63.68	
EFT29928	05/12/2024 VALVOLINE AUSTRALIA PTY LTD				2,681.39
		4498753	DBK DEPOT - WORKSHOP SUPPLIES	2,681.39	
EFT29929	05/12/2024 SYNERGY				3,301.55
		239461940	ELECTRICITY - RAC CHARGING STATION - 15.10.24 TO 18.11.24	1,275.02	
		935797700	ELECTRICITY - DBK DEPOT - 26.09.24 TO 22.11.21	845.42	
		574753070	ELECTRICITY - BLN OVAL - 16.10.24 TO 13.11.24	588.94	
		824977350	ELECTRICITY - STANDPIPE - WADE RD - THOMSON BROOK BFB - 27.09.24 TO 25.11.24	121.28	
		379206410	ELECTRICITY - ESL EXPENDITURE - LOWDEN BFB - 26.09.24 TO 22.11.24	319.50	
FFT20020	OF IA2 /2024 MISSTRAC FOLLIDATINE DEVILED	503145030	ELECTRICITY - DBK WASTE MANAGEMENT FACILITY - 28.09.24 TO 26.11.24	151.39	440.30
EFT29930	05/12/2024 WESTRAC EQUIPMENT PTY LTD	DI 0305500	DRANCO TRANCRORT LOADER DELT DRIEA TRANCRORT RACCULOE FILTER	440.20	149.20
FFT20024	OF /4.2 /2024 MOOD! ANDS DISTRIBUTORS DTV LTD	PI 0295588	DB1250 - TRANSPORT LOADER - BELT, DB754 - TRANSPORT BACKHOE - FILTER	149.20	4 400 00
EFT29931	05/12/2024 WOODLANDS DISTRIBUTORS PTY LTD	INV-0498	DBK POUND CONSUMABLES	1,100.88	1,100.88
EFT29932	05/12/2024 DEBRA WASHER	11117-0490	DBK POUND CONSUMABLES	1,100.00	801.50
EF129932	03/12/2024 DEBNA WASHEN	A1651	RATES REFUND	801.50	801.30
EFT29933	05/12/2024 YABBERUP COMMUNITY ASSOCIATION INC.	AIOJI	NATES NET OND	801.30	500.00
LI 129933	03/12/2024 TABBEROF COMMINIONITY ASSOCIATION INC.	24-78	2024 THANK A VOLUNTEER FUNCTION AT YABBERUP HALL	500.00	300.00
EFT29933A	12/12/2024 SHIRE OF DONNYBROOK BALINGUP	24-70	2024 HANKA VOLONILLIKI ONCHON ALI TABBLIOT HALL	300.00	157,480.24
L1 12555571	12/12/2024 STIME OF BOTHVIBROOK BILENGOT	PAYROLL	PAYROLL FOR THE PERIOD ENDING 11.12.24	157,480.24	137,400.24
EFT29933B	12/12/2024 SHIRE OF DONNYBROOK BALINGUP	TATROLE	TATIOLET ON THE FEMORE ENDING 11.12.24	137,400.24	112.20
21 1255550	12/12/2024 STINE OF BONNTBROOK BALINGOT	PAYROLL	PAYROLL FOR THE PERIOD ENDING 11.12.24	112.20	112.20
EFT29933C	12/12/2024 AUSTRALIAN TAX OFFICE	77111022	THINGE FOR THE FEMORE ENGINE ZEIZEE	112.20	42,354.00
	,,	PAYG - PE: 11.12.24	PAYG - PE: 11.12.24	42,354.00	12,00
EFT29933D	16/12/2024 SG FLEET AUSTRALIA PTY LIMITED			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1,018.60
		AUSG00839535	LEASE - CESM VEHICLE - 09.12.24 TO 08.01.25	1,018.60	
EFT29934	19/12/2024 HARMONIC IT				11,135.30
		2227	VC MITCHELL - FORTIGATE WAN PORTS & ANNUAL LICENCE FEE	4,306.50	
		2230	MICROSOFT 365 BUSINESS STANDARD	5,420.80	
		2016	MICROSOFT 365 E5 NCE 1 YEAR	1,023.00	
		2250	MANAGED FORTANALYZER FIREWALLS - SITE LICENCE	385.00	
EFT29935	19/12/2024 AUSTRALIAN SERVICES UNION WESTERN AUSTRALIAN BRANCH				159.00
		DEDUCTION	EMPLOYEE UNION DEDUCTIONS	159.00	
EFT29936	19/12/2024 A & R ENGINEERING				715.00
		00000136	FREIGHT COSTS - MILLED TIMBER, BROOKHAMPTON HALL REFURBISHMENT	715.00	
EFT29937	19/12/2024 WINC AUSTRALIA PTY LTD - ACCOUNTS				587.27
		9046748670	ADMIN - STATIONERY	400.64	
		9046803564	ADMIN - KEYBOARD	186.63	
EFT29938	19/12/2024 ALLENS TRAFFIC MANAGEMENT				20,236.70
		INV-328	UPPER CAPEL RD - TRAFFIC MANAGEMENT	1,111.00	
		INV-329	INS CLAIM - IRISHTOWN ROAD - TRAFFIC MANAGEMENT	19,125.70	
EFT29939	19/12/2024 ABCO PRODUCTS PTY LTD				6,232.91
		INV1006245	CONSUMABLES - CLEANING PRODUCTS	955.85	
		INV1006201	CONSUMABLES FOR PUBLIC TOILETS	5,277.06	

REFERENCE	DATE PAYEE	INVOICE	DESCRIPTION		AMOUNT
EFT29940	19/12/2024 ADAMS WINDOW CLEANING				2,970.00
		INV1664	PRESTON VILLAGE - ANNUAL EXTERNAL WINDOW CLEAN ALL UNITS AND COMMUNITY CENTRE	2,970.00	
EFT29941	19/12/2024 ARM SECURITY				142.78
		CINS3178127	BEELERUP BFB - QUARTERLY SECURITY MONITORING	142.78	
EFT29942	19/12/2024 ALTUS GROUP CONSULTING PTY LIMITED				3,747.34
		CI-0000157051	VC MITCHELL - PROFESSIONAL CONSTRUCTION QUANTITY SURVEYING SERVICES	3,747.34	
EFT29943	19/12/2024 AGTRAC MACHINERY				71.58
		SI02833	SUNDRY PLANT - OIL, FUEL FILTER	71.58	
EFT29944	19/12/2024 A.L.L BUILDING DESIGN & DRAFTING				3,442.50
		089	VC MITCHELL PROJECT - INFRASTRUCTURE DESIGN & DRAFTING SERVICES	3,442.50	
EFT29945	19/12/2024 BUNNINGS GROUP LIMITED				533.86
		2063/01152281	SHERP - MINN COTTS - SHOWER DOOR SEAL AND LAUNDRY BLIND	36.33	
		2179/01189805	SHERP - MINN COTTS - CONCENTRATED GARDEN GLUE, GAS CYLINDER	125.34	
		2706/00989691	DBK CBD - CHRISTMAS DECORATIONS	372.19	
EFT29946	19/12/2024 BELL FIRE EQUIPMENT COMPANY PTY LTD				2,345.20
		INV-21125	SHIRE VEHICLE FIRE EQUIPMENT SERVICE	342.10	
		INV-21125	SHIRE BUILDING FIRE EQUIPMENT SERVICE	1,422.30	
		INV-21124	BFB'S FIRE EQUIPMENT SERVICE	580.80	
EFT29947	19/12/2024 BDA TREE LOPPING				16,885.00
		858	TREE PRUNING - NOV 24	13,420.00	
		859	STAFF AND EQUIPMENT FOR CHRISTMAS LIGHTS/DECORATIONS INSTALLATION DBK TOWNSITE	3,465.00	
EFT29948	19/12/2024 WALTER JOHN BAILEY				973.15
		CR ALLOW DEC 24	CR MTG & ICT ALLOW - DEC 24	973.15	
EFT29949	19/12/2024 BUNBURY & BUSSELTON AIR				13,799.70
		24493	COMMERCIAL PREMISES - REPLACEMENT OF FAILED DUCTED AC SYSTEM	13,799.70	
EFT29950	19/12/2024 BALINGUP LIQUOR & GENERAL STORE				670.29
		NOV24	MULLALYUP BFB - DIESEL	178.85	
		NOV24	FERNDALE BFB - DIESEL	90.31	
		NOV24	BALINGUP BFB - DIESEL	401.13	
EFT29951	19/12/2024 BANKS PEST AND WEED CONTROL				1,265.00
		18606	LIONS CLUB - INVESTIGATE TERMITE ACTIVITY	275.00	
		18607	THOMSON BFB - TERMITE TREATMENT	990.00	
EFT29952	19/12/2024 BLUE FORCE PTY LTD				495.00
		220804	PRESTON VILLAGE - MONTHLY EMERGENCY HELP MONITORING - NOV 24	495.00	
EFT29953	19/12/2024 BUNBURY HARVEY REGIONAL COUNCIL				4,394.70
		INV-5333	ORGANICS DISPOSAL - NOV 24	4,394.70	
EFT29954	19/12/2024 BALINGUP WELDING & CIVIL PTY LTD				1,177.00
		00000765	BLN BUSH FIRE MITIGATION WORKS - AIRSTRIP RD - CHAINSAW HIRE	385.00	
		00000772	TOWING OF IMPOUNDED VEHICLE	264.00	
		00000771	PICK UP ABANDONED VEHICLE	264.00	
		00000770	COLLECTION OF VEHICLE	264.00	
EFT29955	19/12/2024 SOUTHWEST FIRE MITIGATION SERVICES				11,339.23
		NO42	MITIGATION WORKS - AIRSTRIP RD - TRUCK, EXCAVATOR & BOBCAT HIRE, DIESEL, LABOUR HIRE, & TRAFFIC MANAGEMENT	11,018.03	
		NO07	MITIGATION WORKS - BALINGUP - DEMOBILISATION EXPENSES	321.20	
EFT29956	19/12/2024 BRIGHTMARK GROUP PTY LTD				16,775.96
		0004102	PUBLIC TOILET, BBQ & OFFICE CLEANING - NOV 24	16,775.96	
EFT29957	19/12/2024 BRAYCO COMMERCIAL PTY LTD				18,117.00
		IN220219	VC MITCHELL PROJECT - FURNITURE	18,117.00	

REFERENCE	DATE PAYEE	INVOICE	DESCRIPTION		AMOUNT
EFT29958	19/12/2024 BUNBURY PLUMBING SERVICES PTY LTD				475.00
		00042523	AYRES GARDEN PRECINCT - DBK CENTRAL CARPARK TOILETS - UNBLOCK SEWER	475.00	
EFT29959	19/12/2024 MICHAEL BRAIN				801.50
		A410	RATES REFUND	801.50	
EFT29960	19/12/2024 COATES HIRE OPERATIONS PTY LTD - BUNBURY BRANCH				3,333.11
		23728643	VC MITCHELL - TOILET HIRE	1,573.00	
		23728644	IRISHTOWN ROAD BRIDGE - BARRIERS - CRASH RATED WATER FILLED FOR CLOSURE OF BRIDGE	1,078.11	
		23734180	VC MITCHELL - COATES TOILET HIRE	682.00	
EFT29961	19/12/2024 CITY & REGIONAL FUELS	DD050	PURCULARIS ON FUEL CARR. MOVA	272.54	17,917.61
		DB252	PURCHASES ON FUEL CARD - NOV 24	379.51	
		BULK FUEL	PURCHASE OF FUEL - NOV 24	15,435.71	
		DB8893	PURCHASES ON FUEL CARD - NOV 24	379.32	
		DB463	PURCHASES ON FUEL CARD - NOV 24	278.63	
		DB4384 DB009	PURCHASES ON FUEL CARD - NOV 24	204.47	
			PURCHASES ON FUEL CARD - NOV 24 PURCHASES ON FUEL CARD - NOV 24	168.61	
		DB8250 DB2222	PURCHASES ON FUEL CARD - NOV 24 PURCHASES ON FUEL CARD - NOV 24	99.31 61.13	
		DB2222 DB8891	PURCHASES ON FUEL CARD - NOV 24 PURCHASES ON FUEL CARD - NOV 24	388.10	
		DB8887	PURCHASES ON FUEL CARD - NOV 24 PURCHASES ON FUEL CARD - NOV 24	360.09	
		DB8894	PURCHASES ON FUEL CARD - NOV 24 PURCHASES ON FUEL CARD - NOV 24	162.73	
EFT29962	19/12/2024 CLIFFORD AUTO REPAIRS	DB0034	FORCHASES ON FULL CARD - NOV 24	102.73	813.21
LI 123302	13/12/2024 CENTOND ACTO NEI ANIO	H4272	DB346 - SERVICE	813.21	013.21
EFT29963	19/12/2024 DUG CROSS ELECTRICS	114272	DUJHO - JENVICE	013.21	1,745.00
21 125505	13/12/2024 BOO CROSS ELECTRICS	3801	DBK ADMIN CENTRE - AIRCON POWER SUPPLY, AYRES GARDEN PUBLIC TOILETS - RESET LIGHTING TIMERS, DBK	1,470.00	1,745.00
		3001	TRANSIT PARK - ISOLATE & MAKE SAFE DAMAGED BBQ SHELTER, DBK TRANSIT PARK - REPLACE FLOURESCENT	1,470.00	
			LAMPS, SW HIGHWAY CARPARK - ASSESS STREET LIGHTS DAMAGE		
		3802	LANGLEY VILLAS - UNIT 4 - INSPECT AND REPAIR POWERPOINT IN LAUNDRY	275.00	
EFT29964	19/12/2024 AUSTRALIAN GOVERNMENT - SERVICES AUSTRALIA - CHILD				327.06
		DEDUCTION	PAYROLL DEDUCTION	327.06	
EFT29965	19/12/2024 CLEANAWAY OPERATIONS PTY LTD.				833.36
		21819157	BLN TRANSFER STN - RECYCLING WASTE BINS - NOV 24	833.36	
EFT29966	19/12/2024 WESTERN AUSTRALIA POLICE				18.00
		127092185	ALL BRIGADES - POLICE CLEARANCE EXPENSES - NOV 24	18.00	
EFT29967	19/12/2024 DONNYBROOK BALINGUP CHAMBER OF COMMERCE INC				1,290.00
		INV-2036	DIRECTORY - COMMUNITY INFORMATION PAGE, ANNUAL CHAMBER MEMBERSHIP, BUSINESS BASE AD - TRANSIT PARK INFORMATION	1,290.00	
EFT29968	19/12/2024 CLEANAWAY				41,737.03
		21822274	REFUSE COLLECTION - NOV 24	41,737.03	,
EFT29969	19/12/2024 CORSIGN WA				666.60
		00090632	TRAFFIC SIGNS	666.60	
EFT29970	19/12/2024 CAFE 48				300.50
		00028775	ADMIN - GROCERIES	125.00	
		00028926	COUNCILLORS - WORKSHOP REFRESHMENTS	84.50	
		00029045	COUNCILLORS - REFESHMENTS WORKSHOP - VC MITCHELL PARK	91.00	
EFT29971	19/12/2024 CONNECT CALL CENTRE SERVICES				188.32
		00118350	AFTERHOURS CALL CENTRE - W&S, PA&G, RANGERS	188.32	
EFT29972	19/12/2024 CONWAY HIGHBURY PTY LTD				88.00
		891	GST CORRECTION - INV 891	64.00	
		891	GST CORRECTION - INV 891	24.00	

REFERENCE	DATE PAYEE	INVOICE	DESCRIPTION		AMOUNT
EFT29973	19/12/2024 CHG-MERIDIAN AUSTRALIA PTY LIMITED				5,587.99
	, ,	690006277	DBK REC CTR - MATRIX FITNESS - PRINCIPAL & INTEREST PAYMENT - 01.01.25 TO 31.03.25	5,587.99	,
EFT29974	19/12/2024 CLEANAWAY PTY LTD			-,	1,740.42
		21817935	DBK WMF - WASTE PROCESSING - RECYLING BINS - NOV 24	1,740.42	, -
EFT29975	19/12/2024 CORE HOSPITALITY GROUP PTY LTD T/AS ADAGE FURNITURE			, -	25,715.80
	., ,	29150	VC MITCHELL - FURNITURE	25,715.80	-,
EFT29976	19/12/2024 CLEANAWAY OPERATIONS PTY LTD			-,	5,426.62
	, ,	21817794	BLN TRANSFER STN - GENERAL WASTE BINS - NOV 24	5,426.62	,
EFT29977	19/12/2024 DONNYBROOK MEDICAL SERVICES			,	795.00
	· ·	40218	PRE EMPLOYMENT MEDICAL - FULL FUNCTIONAL	315.00	
		40323	PRE EMPLOYMENT MEDICAL	165.00	
		40614	PRE EMPLOYMENT MEDICAL - FULL FUNCTIONAL	315.00	
EFT29978	19/12/2024 DONNYBROOK PHARMACY				26.89
		308118	RESTOCK FIRST AID KITS	26.89	
EFT29979	19/12/2024 DONNYBROOK HARDWARE & GARDEN				1,324.37
		11240613	DBK & BLN HALL - KEY CUT	9.00	
		11240633	P&R - SCREWS, UTILITY KNIFE	80.50	
		11240797	VC MITCHELL - GALVERNISED BINS	638.55	
		11240807	P&R - TIMBER, SCREWS	180.52	
		11241133	INS CLAIM - IRISHTOWN RD BRIDGE - KWIKSET	18.50	
		11242774	DB4050 - PAINT, BRUSH	45.55	
		11242817	DBK DEPOT - PAINT	48.75	
		11242889	DBK DEPOT - CONSUMABLES	70.55	
		11243854	VC MITCHELL - MATS	67.00	
		11244016	LIGHT PROTECTION SHEET	3.20	
		11244815	DBK CEMETERY - KWIKSET	9.25	
		11244960	P&R - FUNGICIDE	28.65	
		11245067	P&R - RAKE	39.35	
		11245162	DBK REC CTR - TAPE, CABLE TIES	42.35	
		11245544	P&R - FERTILISER	42.65	
EFT29980	19/12/2024 DONNYBROOK FRUIT BARN PTY LTD				224.23
	, ,	107522	BFB - FUEL EXPENSES - NOV 24	103.07	
		108246	BFB - FUEL EXPENSES - NOV 24	121.16	
EFT29981	19/12/2024 DONNYBROOK BRIDGESTONE TYRE SERVICE				1,303.00
		44255	DB1024 - REPAIR FRONT LEFT TYRE & VALVE STEM	71.50	
		44339	DBK CEMETERY - EXCAVATOR HIRE	605.00	
		44400	DB112 - REPAIR RIGHT HAND REAR TYRE	38.00	
		44285	DB4170 - TRANSPORT TRUCK - NEW DRIVE TYRE & TYRE DISPOSAL	588.50	
EFT29982	19/12/2024 DONNYBROOK DISTRICT HIGH SCHOOL				1,778.36
		11264	DBK LBRY - ELECTRICITY & WATER USAGE	612.98	
		11263	DBK LBRY - BOOK STOCK, MAGAZINE PURCHASES & SUBSCRIPTIONS, STATIONERY	1,165.38	
EFT29983	19/12/2024 DONNYBROOK FARM SERVICE				3,041.35
		267277	P&R - SPRINKLERS	1,042.80	
		267494	DBK REC CTR - POOL CHEMICALS	415.80	
		267500	P&R - VARIOUS RETIC COMPONENTS	10.45	
		26787	P&R - VARIOUS RETIC COMPONENTS	16.06	
		267817	P&R - VARIOUS RETIC COMPONENTS	26.40	
		26718	P&R - SOLENOID VALVE, RETIC COMPONENTS	53.30	
		267923	P&R - PIPE CUTTER, RETIC COMPONENTS	62.48	
		267992	P&R - SOLENOID COILS	185.99	
		268006	P&R - CONTROL WIRE CONNECTORS	92.40	

REFERENCE	DATE	PAYEE	INVOICE	DESCRIPTION		AMOUNT
KEI EKEIVEE	DAIL	TAILE	268304	DBK REC CTR - POOL CHEMICALS	415.80	AMOUNT
			268359	DBK DEPOT - WOOLPACKS NYLON	39.60	
			268461	P&R - VARIOUS RETIC COMPONENTS	40.73	
			268458	P&R - VARIOUS RETIC COMPONENTS	14.74	
			268701	P&R - RETIC COMPONENTS	14.74	
			268736	P&R - HERBICIDE	159.50	
			268752	P&R - VARIOUS RETIC COMPONENTS	18.74	
			268760	P&R - VAROUS RETIC COMPONENTS	16.02	
			268896	DBK REC CTR - POOL CHEMICALS	415.80	
EFT29984	19/12/202	4 DONNYBROOK FRESH SUPA IGA				895.26
			04/5402	BEELERUP BFB - PRE SEASON GROCERIES	199.10	
			07/7520	DBK DEPOT - GROCERIES	8.64	
			06/6436	ADMIN - GROCERIES	8.80	
			04/6481	DBK REC CTR - GROCERIES	27.68	
			04/8185	ADMIN - GROCERIES	33.84	
			08/6399	W&S - GROCERIES	29.23	
			07/9948	DBK DEPOT - GROCERIES	41.14	
			08/7313	ADMIN - GROCERIES	91.01	
			07/407	W&S - GROCERIES	41.44	
			02/9488	DBK REC CTR - GROCERIES	4.32	
			04/1379	ESL - FIREFIGHTING SKILLS - GROCERIES	127.18	
			01/1553	ADMIN - GROCERIES	18.09	
			03/9628	DBK DEPOT - GROCERIES	8.64	
			04/1741	DBK DEPOT - GROCERIES	50.09	
			07/2707	ESL - FIREFIGHTING SKILLS - GROCERIES	77.79	
			04/2978	W&S - GROCERIES	12.70	
			03/1483	ADMIN - GROCERIES	12.06	
			08/745	DBK REC CTR - GROCERIES	4.43	
			02/1565	DBK DEPOT - GROCERIES	8.64	
			02/1807	W&S - GROCERIES	7.45	
			07/4387	ADMIN - GROCERIES	29.09	
			07/4502	DBK REC CTR - FOOD ITEMS FOR END OF YEAR SWIM CLUB PROGRAM	53.90	
EFT29985	19/12/202	4 DEPARTMENT OF ENERGY, MINES, INDUSTRY REGULATION AND SAFETY - BUILDING COMMISSION				1,840.47
			T79A	BSL LEVY COLLECTIONS	1,840.47	
EFT29986	19/12/202	4 DELL AUSTRALIA PTY LTD				2,301.65
			2412191300	DELL LATITUDE BASE & MONITOR	2,301.65	
EFT29987	19/12/202	4 DE LAGE LANDEN PTY LTD				670.12
			99938105137	CISCO CATALYST SWITCHS SUPPORT & LICENCES - PRINCIPAL & INTEREST - 21.11.24 TO 20.12.24	670.12	
EFT29988	19/12/202	4 DERRICK WILLIAM MCBEATH				335.16
			REIMBURSE	TRAVEL REIMBURSEMENT	335.16	
EFT29989	19/12/202	4 DBCEC (WA) PTY LTD				193,174.93
			00003371	VC MITCHELL CARPARK UPGRADE	193,174.93	
EFT29990	19/12/202	4 DONNYBROOK BALINGUP CHAMBER OF COMMERCE INC.				500.00
			INV-2092	STAFF RECOGNITION AWARDS & APPRECIATION FOR LONG SERVICE	500.00	
EFT29991	19/12/202	4 CR ALEXIS LOUISE DAVY				973.15
			CR ALLOW DEC 24	CR MTG & ICT ALLOW - DEC 24	973.15	
EFT29992	19/12/202	4 DEPARTMENT OF FIRE AND EMERGENCY SERVICES				116,012.91
			158433	ESL 2ND QUARTER CONTRIBUTION - 24/25	116,012.91	

REFERENCE	DATE PAYEE	INVOICE	DESCRIPTION		AMOUNT
EFT29993	19/12/2024 FRONTLINE FIRE & RESCUE				2,498.04
		84715	VARIOUS BFB - PPE	2,498.04	
EFT29994	19/12/2024 PETER CHRISTOPHER FOAN				3,006.45
		A5089	RATES REFUND	3,006.45	
EFT29995	19/12/2024 GJ FREIGHT				2,153.80
		00124588	VC MITCHELL - DELIVERY OF FURNITURE	1,089.00	
		00124791	VC MITCHELL - DELIVERY OF FURNITURE	1,064.80	
EFT29996	19/12/2024 CR LISA KATHLEEN GLOVER				1,198.81
		CR ALLOW DEC 24	CR MTG, ICT & DEPUTY PRES ALLOW - DEC 24	1,198.81	
EFT29997	19/12/2024 GEOGRAPHE CIVIL PTY LTD				67,071.15
		00174211	IRISHTOWN RD BRIDGE - GRADER HIRE	2,271.50	
		00174161	JOHNSTON ST - GRAVEL ROAD UPGRADE - DRAINAGE & GRAVEL	41,515.40	
		00174212	IRISHTOWN RD BRIDGE - GRADER HIRE	4,543.00	
		00174217	GREENBUSHES GRIMWADE RD - GRADER HIRE	18,741.25	
EFT29998	19/12/2024 PETER GEORGE GUBLER				973.15
FFT20000	40/40/2004 CDANTCUDU DTUTD	CR ALLOW DEC 24	CR MTG & ICT ALLOW - DEC 24	973.15	2 025 00
EFT29999	19/12/2024 GRANTGURU PTY LTD	47000004	ANNUAL CURCONITION CRANT CURL	2 225 22	3,025.00
FFT20000	40/42/2024 KAITUN CIANCONO	17892024	ANNUAL SUBSCRIPTION - GRANT GURU	3,025.00	50.00
EFT30000	19/12/2024 KAITLIN GIANCONO	DEELIND	DEFLINIO OF CAMA MATMADEDICHID	20.00	58.00
		REFUND	REFUND OF GYM MEMBERSHIP	29.00	
FFT20004	40 /42 /2024 MACORE ALICEDALIA (MAA) DTVLTD	REFUND	REFUND OF GYM MEMBERSHIP	29.00	4.050.00
EFT30001	19/12/2024 MOORE AUSTRALIA (WA) PTY LTD	420752	CLIDDLY 2025 (2C LONG TERM FINANCIAL DI ANIMODI/CLIFFT AND DAGE DATA CONFIGURATION	4.050.00	4,950.00
FFT20002	10/12/2024 HASTIS MASTE DTV LTD	439753	SUPPLY 2025/26 LONG TERM FINANCIAL PLAN WORKSHEET AND BASE DATA CONFIGURATION	4,950.00	40 725 50
EFT30002	19/12/2024 HASTIE WASTE PTY LTD	100898	DDI/ WACTE MANIACEMENT FACILITY MANIACEMENT, NOV. 24	26,107.57	40,735.50
		100898	DBK WASTE MANAGEMENT FACILITY - MANAGEMENT - NOV 24 BLN TRANSFER STATION - MANAGEMENT - NOV 24	13,807.93	
			CLIFFORD ST - SERVICING OF FRONTLIFT WASTE BIN - NOV 24		
		100899	SOUTH WEST HWY - SERVICING OF FRONTLIFT WASTE BIN - NOV 24	90.00 90.00	
		100900 101104	DBK & BLN WMF - PROCESSING OF MATTRESSES FOR RECYCLING - NOV24	640.00	
EFT30003	19/12/2024 SKIPPERS PLUMBING SERVICES	101104	DBK & BLIN WINIF - PROCESSING OF INIAT TRESSES FOR RECYCLING - NOV24	640.00	127.55
EF130003	19/12/2024 SKIPPERS PLOIVIBING SERVICES	AR004944	LANGLEY VILLAS - U4 - INSPECT AND REPAIR LEAKING TOILET	127.55	127.55
EFT30004	19/12/2024 HARDY SPICER	AN004944	LANGLET VILLAS - 04 - INSPECT AND REPAIR LEAKING TOILET	127.55	219.43
EF130004	19/12/2024 HANDT SPICEN	742952	TRANSPORT LOADER - DB2201 - HYDRAULIC HOSES & FITTINGS	219.43	219.45
EFT30005	19/12/2024 INSTITUTE OF PUBLIC WORKS AND ENGINEERING AUSTRALIA (WA)	742932	TRANSPORT LOADER - DB2201 - HTDRAOLIC HOSES & FITTINGS	219.45	2,040.00
LI 130003	19/12/2024 INSTITUTE OF FOBLIC WORKS AND ENGINEERING AUSTRALIA (WA)	BZNJQLD4XB5	IPWEA ANNUAL COUNTRY MEETING	2,040.00	2,040.00
EFT30006	19/12/2024 IT VISION	BZNJQLD4XB3	IFWLA ANNOAL COUNTRY MILLTING	2,040.00	2,286.90
LI 130000	IJI IJI IJI I VIJION	INITV41820	AMENDMENT TO GL CRYSTAL REPORT TO INCLUDE ALL PROGRAMMES	415.80	2,200.30
		INITV41820 INITV41841	PETS WA DATA COLLECTION PACK	1,039.50	
		INITV41841 INITV41868	MAPPING IMAGERY UPDATE	554.40	
		INITV41808 INITV41870	SYNERGYSOFT SUPPORT REQUEST	277.20	
EFT30007	19/12/2024 INTERFIRE AGENCIES PTY LTD		STILLIONS TO STILLION MEGOLOT	2,7,20	3,949.60
21 100007	25/ 22/ 2021 INTERNAL NOCINGES 111 215	INV-20965	VARIOUS BFB - PPE	1,292.38	3,3 13.00
		INV-20987	ESL - ALL BFBS - PISTOL GRIP BRANCH	871.52	
		INV-21192	ESL - ALL BFBS - PROTEK BRANCHES	1,785.70	
EFT30008	19/12/2024 INFIELD SERVICES PTY LTD			_,	821.54
	., ,	INV-0842	CESM VEHICLE - 000DB - KM SERVICE	538.40	222.0
		INV-0953	BEELERUP BFB - DB2523 - INVESTIGATE REPAIRS UNDERNEATH APPLIANCE	283.14	
EFT30009	19/12/2024 JONNO'S HANDYMAN AND CARPENTRY SERVICES				1,893.75
	, ,	439	DBK ADMIN CENTRE - PAINT FIBRE CEMENT CEILING AT COVERED ENTRY WALKWAY	1,000.00	,
		440	PRESTON VILLAGE, LANGLEY VILLAS, MINN COTTS - GROUND MAINTENANCE	778.25	
		441	DBK INFANT HEALTH CLINIC - INVESTIGATE DEAD RODENT SMELL	115.50	

Person	REFERENCE	DATE PAYEE	INVOICE	DESCRIPTION		AMOUNT
Property 19/1/2004 MARKEN SURFINE PROPERTY 19/1/2004 MARKEN	EFT30010	19/12/2024 JAMART SOUND LOUNGE				500.00
Page			T4	BOND REFUND	500.00	
Page 12 19 19 19 19 19 19 19	EFT30011	19/12/2024 WESFARMERS KLEENHEAT GAS P/L - ACC'S				50.60
1947/2006 LOUNG PROCESS AND ASSETT OF THE			66638747	DBK & BLN HALLS - GAS FACILITY FEE - NOV 24	50.60	
Property 19/1/2007 AURICANOME CAUCHY 1982 1	EFT30012	19/12/2024 KMART SOUTH BUNBURY - 1187				42.00
1977 1977			3091 1187 021	DBK REC CENTRE - CRECHE CRAFT SUPPLIES	42.00	
Page	EFT30013	19/12/2024 LANDGATE CUSTOMER ACCOUNT	4.40.4077	NA CERV CARTURE FOR ROW RIAL CHIPF	507.00	607.20
1932/2004 ER MITTE MAREE LINETHAMNE EL SPETITURE 1932 1932/2004 ER MITTE MERCE MARTE MAREE LINETHAMNE EL SPETITURE 1932 1932/2004 ER SENDINGS PLEASE SOULTIONS PLYLT DE 1932/2004 MICROS BRORRISTES & SOULTIONS PLYLT DE 1932/2004 MICROS BRORRISTES & SOULTIONS 1932/2004 MICROSOFT REGIONAL SALES CORPORATION 1932/2004	FFT2004.4	40/42/2024 LIVING CODINGS WATER REVIEW	1434377	IMAGERY CAPTURE FOR DBK BLN SHIRE	607.20	CF 00
Fig. 19/1/2004 ANTENMENT ENTREMEMBER CREATED CRE	EF130014	19/12/2024 LIVING SPRINGS WATER PTY LTD	175022	WATER DEC 24	CE 00	65.00
Page	EET2001E	10/12/2024 CD ANITA MADEE LINDEMANN	175922	WATER - DEC 24	65.00	072.15
Principation Prin	LI 130013	13/12/2024 CR ANTA WARLE LINDLINAIN	CR ALLOW DEC 24	CR MTG & ICT ALLOW - DEC 24	972 15	973.13
	FFT30016	19/12/2024 LGIS BROKING - ILT RISK SOLLITIONS PTY LTD	CR ALLOW DLC 24	CN WITG & ICT ALLOW - DLC 24	9/3.13	6 756 20
Fig. 10 17 17 17 17 17 17 17	11130010	13/12/2024 2013 BROKING 321 NISK 3020 HORS 111 215	062-217187	LGISWA REGIONAL RISK COORDINATOR PROGRAM - SERVICE PLAN & AGREEMENT - ILII. 24 TO DEC 24	6 756 20	0,750.20
14271 14270 142702 142	EFT30017	19/12/2024 MCLEODS BARRISTERS & SOLICITORS	002 217 107		0,730.20	998.14
Fig. 1007 19/12/2024 KRAINDUST SALES 2031 18/06/LIP CARPÉR PAR F. FLAGPOES INCLUDING FRIEGHT 11/15/12		,,	142271	ASSIGNMENT OF LEASE - LEGAL PREPARATIONS	998.14	
19/12/2024 MIRCROSOFT REGIONAL SALES CORPORATION 19/12/2024 MIRCROSOFT REGIONAL SALES CORPORATION 20,002,003 20,0000 20,0000 20,0000 20,0000 20,0000 20,0000 20,0000 20,0000 20,0000 20,0000 20,0000 20,0000 20,0000 20,00000 20,0000	EFT30018	19/12/2024 MARINDUST SALES				11.175.12
			25031	TRIGWELL PLACE/APEX PARK - FLAGPOLES INCLUDING FRIEGHT	11,175.12	, -
	EFT30019	19/12/2024 CR ANNE BEATRICE MITCHELL				973.15
MICHANDOR MICH			CR ALLOW DEC 24	CR MTG & ICT ALLOW - DEC 24, CR ICT ALLOW - DEC 24	973.15	
F270022	EFT30020	19/12/2024 MICROSOFT REGIONAL SALES CORPORATION				2,122.23
19/12/2024 CR VIVIENNE FRANCES MACCARTHY CR ALLOW DEC 24 CR MTG, ICT & SHIRE PRES ALLOW - DEC 24 CR MTG, I			E0700UMA4V	MICROSOFT 365 BUSINESS PREMIUM	2,062.83	
Part			E0700UMA4W	EXCHANGE ONLINE	59.40	
FET30022	EFT30021	19/12/2024 CR VIVIENNE FRANCES MACCARTHY				2,223.17
REIMBURSEMENT FOR POLICE CLEARANCE 63.80 1857.00			CR ALLOW DEC 24	CR MTG, ICT & SHIRE PRES ALLOW - DEC 24	2,223.17	
FET30023 91/12/2024 CHARLES L MILTON REFUND CANCELLATION DBK TRANSIT PARK FEES 10.50	EFT30022	19/12/2024 BENJAMIN JAMES MEADE				63.80
REFUND REFUND ANCELLATION DBK TRANSIT PARK FEES 80.00 REFUND ANCELLATION DBK TRANSIT PARK FEES 10.00 REFUND ANCELLATION DBK TRANSIT PARK FEES 10.00 REFUND ANCELLATION DBK TRANSIT PARK FEES 907.50 907			REIMB	REIMBURSEMENT FOR POLICE CLEARANCE	63.80	
REFUND REFUND CANCELLATION DBK TRANSIT PARK FEES 10.00	EFT30023	19/12/2024 CHARLES L MILTON				185.00
Page						
NV-4163 ATEND TO AFTER HOURS SECURITY TO EVALUATE ALARM INCIDENTS 907.50			REFUND	REFUND CANCELLATION DBK TRANSIT PARK FEES	105.00	
19/12/2024 NINGALOO ENTERPRISES T/A ECOBOND 19/10/2024 18/15/0WN ROAD BRIDGE - SUPPLY CONTAINER 1,485.0W	EFT30024	19/12/2024 NIGHTGUARD SECURITY SERVICE SW				907.50
REF130026 19/12/2024 ANGELA NYKVIST REFUND REFUND			INV-4163	ATTEND TO AFTER HOURS SECURITY TO EVALUATE ALARM INCIDENTS	907.50	
19/12/2024 ANGELA NYKVIST REFUND REFUND CANCELLATION DBK TRANSIT PARK FEES 134.00 1	EF130025	19/12/2024 NINGALOO ENTERPRISES T/A ECOBOND	10004	IDISTITATION DO AD DRIDGE SUPPLY SONTAINED	4 405 00	1,485.00
REFUND REFUND REFUND REFUND CANCELLATION DBK TRANSIT PARK FEES 134.00	EET2002C	40 /40 /2004 ANICELA NIVIOLICE	INV-0024	IRISHTOWN ROAD BRIDGE - SUPPLY CONTAINER	1,485.00	424.00
FT30027 19/12/2024 OMNICOM MEDIA GROUP AUSTRALIA PTY LTD	EF130026	19/12/2024 ANGELA NYKVIST	DEFLIND	DEFLUND CANCELL ATION DRY TRANSIT DARK FEEC	124.00	134.00
PART	EET20027	10/12/2024 OFFICEWORKS	KEFUND	REFUND CANCELLATION DBK TRANSIT PARK FEES	134.00	04.90
19/12/2024 OMNICOM MEDIA GROUP AUSTRALIA PTY LTD 198856 1798856 1798856 1798856 1798856 1798856 1798856 1798856 1798856 1798856 1798857 1798	EF130027	19/12/2024 OFFICEWORKS	617910452	DRY DEC CTD DEELCE STIDDLIES	04.90	94.60
1798856 1798856 1798855 ADVERTISEMENT - REVIEW OF ALL LOCAL LAWS 535.56 1798855 1798855 ADVERTISEMENT - DEVELOPMENT APPLICATIONS 411.29 1798857 ADVERTISEMENT - INS CLAIM - IRISHTOWN BRIDGE 561.77 506.96 19/12/2024 ORIGIN ENERGY 700.0000 19/12/2024 ORIGIN ENERGY 700.0000 19/12/2024 PERKINS BUILDERS 700.0000 19/12/2024 PERKINS BUILDERS 700.0000 19/12/2024 PERKINS BUILDERS 700.0000 19/12/2024 PRESTON VALLEY IRRIGATION 700.0000 19/12/2024 PRESTON VALLEY IRRIGATION 700.0000 19/12/2024 PRESTON VALLEY IRRIGATION 700.0000 19/12/2024 FULTON HOGAN INDUSTRIES PTY LTD 700.0000 700.0000 19/12/2024 FULTON HOGAN INDUSTRIES PTY LTD 700.0000 700.0000 700.0000 700.0000 700.0000 700.0000 700.00000 700.00000 700.0000	FFT30028	19/12/2024 OMNICOM MEDIA GROUP AUSTRALIA PTYLTD	317013432	DECREE OF OTHER DOTTERS	34.00	1 508 62
1798855 ADVERTISEMENT - DEVELOPMENT APPLICATIONS 411.29 1798857 ADVERTISEMENT - INS CLAIM - IRISHTOWN BRIDGE 561.77 506.96 1798857 ADVERTISEMENT - INS CLAIM - IRISHTOWN BRIDGE 561.77 506.96 1798857 17	11 130020	13/12/2024 CHINICON NIEDIA GROOF AGSTRALIA I I I ETD	1798856	ADVERTISEMENT - REVIEW OF ALL LOCAL LAWS	535 56	1,300.02
19/8857 ADVERTISEMENT - INS CLAIM - IRISHTOWN BRIDGE 561.77						
EFT30029 19/12/2024 ORIGIN ENERGY 506.96 EFT30029 19/12/2024 ORIGIN ENERGY VC MITCHELL PARK - COMMUNITY CLUB - LPG PROPANE 253.00 EFT30030 19/12/2024 PERKINS BUILDERS 344,793.22 EFT30031 19/12/2024 PRESTON VALLEY IRRIGATION 344,793.22 EFT30032 19/12/2024 PRESTON VALLEY IRRIGATION DKK P&R, APPLE FUN PARK, EGAN PARK - ANNUAL FIXED WATER RATE 7,350.00 EFT30032 19/12/2024 FULTON HOGAN INDUSTRIES PTY LTD 20,761.09						
NV06875077 VC MITCHELL PARK - COMMUNITY CLUB - LPG PROPANE 253.00 19/12/2024 PERKINS BUILDERS 19/12/2024 PREKINS BUILDERS 12823 VC MITCHELL PARK SPORTING AND RECREATION PRECINCT - PROGRESS CLAIM 344,793.22 19/12/2024 PRESTON VALLEY IRRIGATION 19/12/2024 PRESTON VALLEY IRRIGATION 00004834 DBK P&R, APPLE FUN PARK, EGAN PARK - ANNUAL FIXED WATER RATE 7,350.00 19/12/2024 FULTON HOGAN INDUSTRIES PTY LTD 20,761.09	EFT30029	19/12/2024 ORIGIN ENERGY			301,	506.96
NV0689393 VC MITCHELL PARK - COMMUNITY CLUB - LPG PROPANE 253.96			INV06875077	VC MITCHELL PARK - COMMUNITY CLUB - LPG PROPANE	253.00	
EFT30030 19/12/2024 PERKINS BUILDERS 344,793.22 EFT30031 19/12/2024 PRESTON VALLEY IRRIGATION 344,793.22 EFT30031 19/12/2024 PRESTON VALLEY IRRIGATION 7,350.00 EFT30032 19/12/2024 FULTON HOGAN INDUSTRIES PTY LTD DBK P&R, APPLE FUN PARK, EGAN PARK - ANNUAL FIXED WATER RATE 7,350.00 EFT30032 19/12/2024 FULTON HOGAN INDUSTRIES PTY LTD 20,761.09						
EFT30031 19/12/2024 PRESTON VALLEY IRRIGATION 7,350.00 00004834 DBK P&R, APPLE FUN PARK, EGAN PARK - ANNUAL FIXED WATER RATE 7,350.00 EFT30032 19/12/2024 FULTON HOGAN INDUSTRIES PTY LTD 20,761.09	EFT30030	19/12/2024 PERKINS BUILDERS				344,793.22
DBK P&R, APPLE FUN PARK, EGAN PARK - ANNUAL FIXED WATER RATE 7,350.00 EFT30032 19/12/2024 FULTON HOGAN INDUSTRIES PTY LTD 20,761.09			12823	VC MITCHELL PARK SPORTING AND RECREATION PRECINCT - PROGRESS CLAIM	344,793.22	
EFT30032 19/12/2024 FULTON HOGAN INDUSTRIES PTY LTD 20,761.09	EFT30031	19/12/2024 PRESTON VALLEY IRRIGATION				7,350.00
			00004834	DBK P&R, APPLE FUN PARK, EGAN PARK - ANNUAL FIXED WATER RATE	7,350.00	
19766874 UPPER CAPEL ROAD - BRIDGE - TWO COAT SEAL TREATMENT 20,761.09	EFT30032	19/12/2024 FULTON HOGAN INDUSTRIES PTY LTD				20,761.09
			19766874	UPPER CAPEL ROAD - BRIDGE - TWO COAT SEAL TREATMENT	20,761.09	

REFERENCE	DATE PAYEE	INVOICE	DESCRIPTION		AMOUNT
EFT30033	19/12/2024 PRESTON VALLEY MAINTENANCE				17,180.60
		INV-1942	PRESTON VILLAGE - U7 - CEILING REPAIRS TO EXTERNAL EAVES	2,684.00	
		INV-1955	DBK REC CENTRE - REPAIR BASKETBALL HOOP CONNECTING WIRE & BROKEN DOOR HINGE	561.00	
		INV-1959	DBK SES - REPAIR HDMI CABLE OUTLET	200.00	
		INV-1956	APPLE FUN PARK - REPAIR MUSICAL PLAY EQUIPMENT	100.00	
		INV-1954	BLN STANDPIPE - INSTALL NEW HOSE	165.00	
		INV-1953 INV-1958	BLN REC CENTRE - NEW PEDESTRIAN ACCESS RAMP, DIG TRENCH FOR CABLE BANK BUILDING FENCE DAMAGE - INSURANCE CLAIM - COLORBOND FENCING	2,145.00 3,993.00	
		INV-1958 INV-1957	DBK HALL - REPAIR, REPAINT AND REHANG DOOR	1,980.00	
		INV-1957	DBK TRANSIT PARK BBQ SHELTER REACTIVE REPAIRS - INSURANCE EXPENSES	660.00	
		INV-1961	KIRUP PUBLIC TOILETS - REPLACE TOILET ROLL HOLDER	127.60	
		INV-1962	VC MITCHELL PARK PROJECT - ASSEMBLE & LAYOUT FURNITURE	4,389.00	
		INV-1964	APPLE FUN PARK - REPAIR OUTER FENCE	176.00	
EFT30034	19/12/2024 PFD FOOD SERVICE PTY LTD				506.60
		LN895508	DBK REC CTR - KIOSK STOCK	506.60	
EFT30035	19/12/2024 PRESTON POWER EQUIPMENT				264.00
		18335 #2	P&R - LUBE	25.00	
		18340 #2	DBK DEPOT - CONSUMABLES	20.00	
		18377 #11	P&R - OIL	142.00	
		18434 #11	SUNDRY PLANT - PREWOUND SPOOL	21.00	
		18444 #2	P&R - EARMUFFS, BASIC HELMET	38.00	
		18451 #2	SUNDRY PLANT - EYELET - SUPERCUT	18.00	
EFT30036	19/12/2024 PRIME INDUSTRIAL PRODUCTS				120.67
55720027	40/40/2004 VVA DISTRIBUTORS DTV TD	240487085	ANGLE FOR CHRISTMAS DECORATIONS	120.67	1 10 65
EFT30037	19/12/2024 WA DISTRIBUTORS PTY LTD	1013939	DDV DEC CED. CLEANING CONCLINAADLEC	140.00	148.65
EFT30038	19/12/2024 CR GRANT PATRICK	1013939	DBK REC CTR - CLEANING CONSUMABLES	148.65	1,294.58
EF130036	19/12/2024 CR GRAINT PATRICK	CR ALLOW DEC 24	CR MTG & ICT ALLOW - DEC 24	973.15	1,294.56
		CR ALLOW	CR TRAVEL ALLOW - OCT 24 TO DEC 24	321.43	
EFT30039	19/12/2024 PRINT MEDIA GROUP	CITALLOW	CR TRAVEL ALLOW FOCT 24 TO BEC 24	321.43	91.41
2. 150055	15/12/2021 Timit M25/K GROOT	1991607	ALL BRIGADES - VEHICLE RESPONSE STICKERS	91.41	31.11
EFT30040	19/12/2024 HOLCIM (AUSTRALIA) PTY LTD				2,246.84
	-, , , (,	9409553057	INS CLAIM - IRISHTOWN RD BRIDGE - SCALPS - KELLY STREET	2,246.84	,
EFT30041	19/12/2024 STUART RUSSELL ROMERO				200.00
		1515	DB SES - ANNUAL MOVAT SOFTWARE HOSTING - 2025	200.00	
EFT30042	19/12/2024 REPCO - DONNYBROOK				195.50
		4380204744	SUNDRY PLANT - BATTERIES	10.07	
		4380204759	SUNDRY PLANT - BATTERY LEAD, WING NUT	56.71	
		4380205065	DBK DEPOT - CONSUMABLES	19.54	
		4380205090	DBK DEPOT - TERMINAL ASSORTMENT KIT	92.95	
		4380206271	DBK DEPOT - GREASE	16.23	
EFT30043	19/12/2024 SPRINT EXPRESS				60.50
		20052818	DB008 - FRIEGHT CHARGES FOR PARTS	60.50	
EFT30044	19/12/2024 RHYTHM CIVIL AND CONTRACTING	INIV 0003	DRIDGE 5224 DECETTING OF DRODG	1 700 00	31,994.16
		INV-0002	BRIDGE 5224 - RESETTING OF PROPS	1,760.00	
EET2004E	10/12/2024 STEWART & HEATON CLOTHING CO. D/I	INV-0003	BRIDGE 3621A - PROPS & INSTALLATION - EMERGENCY WORKS	30,234.16	2 070 75
EFT30045	19/12/2024 STEWART & HEATON CLOTHING CO. P/L	SIN-4000118	ESL - ALL BFB - PPE	269.14	2,079.75
		SIN-4000118 SIN-4000120	ESL - ALL BFB - PPE ESL - ALL BFB - PPE	269.14 538.27	
		SIN-4000120 SIN-4000121	ESL - ALL BFB - PPE	269.14	
		SIN-4000121 SIN-4003298	ALL BRIGADES - SHOULDER BADGES	1,003.20	
		3/14 -1003250	ALL SHOLDED CHOOLEEN BROOK	1,003.20	

REFERENCE	DATE PAYEE	INVOICE	DESCRIPTION		AMOUNT
EFT30046	19/12/2024 SOUTHERN LOCK & SECURITY				1,529.60
		C35909 C35953	DBK ADMIN CENTRE - SECURITY REACTIVE P&G - RESTRICTED KEY CUTTING	370.00 1,159.60	
EFT30047	19/12/2024 SPOTLIGHT PTY LTD	633333	TAG RESTRICTED RET COTTING	1,133.00	201.00
		84040064475	THANK A VOLUNTEER DAY EVENT - PAINT	201.00	
EFT30048	19/12/2024 SEEK LIMITED				269.50
		700925069	JOB ADVERTISEMENT - SUPERVISOR WORKS	269.50	
EFT30049	19/12/2024 SHRED-X PTY LTD & AUSTRALIAN PAPER RECYCLING				153.98
		02295757	ADMIN OFFICE - SHREDDING BIN PICKUP - NOV 24	153.98	
EFT30050	19/12/2024 SHAPE MANAGEMENT				7,499.80
		INV-0298	VC MITCHELL PARK - PROJECT MANAGEMENT AND SUPERINTENDENCY SERVICES - NOV 24	7,499.80	
EFT30051	19/12/2024 CHARL BRINAY SNYMAN				41.95
		REIMB	MIN COTTS SHERP - STREET NUMBERS	41.95	
EFT30052	19/12/2024 CR DEANNA RUTH SHAND				973.15
		CR ALLOW DEC 24	CR MTG & ICT ALLOW - DEC 24	973.15	
EFT30053	19/12/2024 SOUTH WEST PROPERTY MANAGEMENT				869.05
		EMERALD38	RENTAL SUBSIDY FOR CHILD CARE WORKER - DEC 24 TO JAN 25	869.05	
EFT30054	19/12/2024 TELSTRA - MELBOURNE ACCOUNTS				239.08
		1836928700	TELEPHONE - THOMSON BROOK BFB	69.89	
		4144385863	EMERGENCY COMMUNICATION SATELLITE PHONES X 3 - SATELLITE PLAN	169.19	
EFT30055	19/12/2024 TEAM GLOBAL EXPRESS PTY LTD				656.38
		0641-S391160	SIGNS, ESL PPE, POUND CONSUMABLES - FRIGHT EXPENSES	278.18	
		0642-S391160	WATER SAMPLES, BFB UNIFORM & PPE, SIGNS - FREIGHT EXPENSES	297.57	
		0643-S391160	ALL BRIGADES - PPE & EQUIPMENT - FREIGHT EXPENSES	80.63	
EFT30056	19/12/2024 TENDERLINK				180.40
FFT22257	40/40/2004 TUE DON'T CHOO DUNDHOV	AU-662510	INS CLAIM - ADVERTISING - IRISHTOWN RD	180.40	254.00
EFT30057	19/12/2024 THE PRINT SHOP BUNBURY	4670454	DDV DEC CENTRE DDOMOTIONAL ELVERS	264.00	261.80
EFT30058	10/12/2024 TDC NETWORK DTV LTD	1678451	DBK REC CENTRE - PROMOTIONAL FLYERS	261.80	1 204 60
EF130058	19/12/2024 TPG NETWORK PTY LTD	21289391	ADMIN - MONTHLY FAST FIBRE INTERNET AND LINE SERVICE - NOV 24	1,304.60	1,304.60
EFT30059	19/12/2024 TOTALLY WORKWEAR BUNBURY	21209591	ADIVIN - IVIDIVIALI FAST FIBRE INTERNET AND LINE SERVICE - NOV 24	1,304.60	348.81
EF130039	19/12/2024 TOTALLT WORKWEAR BUNBORT	007100373651	STAFF UNIFORM	348.81	340.01
EFT30060	19/12/2024 TELAIR PTY LTD	00/1003/3031	STAFF UNIFORM	340.01	157.23
LI 130000	13/12/2024 ILLAIN FIT LID	TA21350-065	BLN BFB - NBN EXPENSES - NOV/DEC 24	157.23	137.23
EFT30061	19/12/2024 LANDGATE - VALUATION SERVICES	1A21330 003	BEN BI B - NBN EAT ENGES - NOVI DEC 24	157.25	394.76
LI 130001	13/12/2024 ENNOUNTE VALUATION SERVICES	398899	INTERIM VALUATIONS	64.50	354.70
		399028	INTERIM VALUATIONS	141.54	
		399549	RATING VALUATION SCHEDULE	188.72	
EFT30062	19/12/2024 WATER CORPORATION - ACCOUNTS				17,628.95
	-, , -	9006851755	DBK RAILWAY STATION VISITOR CENTRE	54.82	,
		9006851624	STATIONMASTERS HOUSE/COMMUNITY RESOURCE CENTRE	83.52	
		9006851667	BANK AT 70 (LOT 58) SOUTH WESTERN HWY	557.60	
		9006851739	DBK PUBLIC TOILETS AYERS GARDEN	529.06	
		9008833649	MELDENE ESTATE PUBLIC OPEN SPACE	226.30	
		9014330263	PRESTON VILLAGE	2,376.37	
		9006856070	VC MITCHELL PARK	433.51	
		9016098437	APPLE FUN PARK & GOODS SHED	368.11	
		9006858543	DBK DEPOT	11.76	
		9010760936	MULLALYUP BFB	72.01	
		9006886747	KIRUP STANDPIPE	5.88	
		9006886739	KIRUP HALL	5.88	

DEFEDENCE	DATE	DAVES	INVOICE	DESCRIPTION		****
REFERENCE	DATE	PAYEE	INVOICE	DESCRIPTION DBK MEMORIAL HALL	COT F2	AMOUNT
			9006858535		685.52 249.82	
			9006858527 9006857348	DBK ADMIN CENTRE DBK COMMUNITY CENTRE - PLAYGROUP	188.10	
			9010760864	MULLALYUP PLAYGROUND	232.18	
			9010758932	MULLALYUP MEMORIAL PARK	552.53	
			9025237742	VC MITCHELL - TRADE WASTE - PERMIT	468.48	
			9006886851	MEMORIAL RSL PARK KIRUP	79.35	
			9006886560	JIM MCDONALD OVAL KIRUP	17.63	
			9006858885	EGAN PARK	1,861.98	
			9006861750	BLN DEPOT	164.58	
			9009451001	BLN VILLAGE GREEN	370.31	
			9006861216	BLN HALL AND LIBRARY	88.17	
			9006856118	DBK REC CTR	980.16	
			9006856054	VC MITCHELL PARK VIN FARLEY PLAYGROUND	8.82	
			9006861072	BLN OVAL	170.45	
			9006861187	BLN REC CTR	58.78	
			9006861662	BLN MEMORIAL PARK	499.63	
			9006862016	BLN VILLAGE GREEN	496.69	
			9020903072	BLN VILLAGE GREEN	67.60	
			9006862075	ESL BLN BFB	151.37	
			9019279487	DBK SES BUILDING	64.66	
			9012974073	DBK DEPOT	120.50	
			9006851923	DBK DENTAL SURGERY	455.24	
			9006851966	U1 - 4 MINN COTTS	234.97	
			9006851974	U5 - 8 MINN COTTS	314.32	
			9006851958	U9 - 12 MINN COTTS	329.02	
			9011082057	U1 LANGLEY VILLAS	81.27	
			9011082073	U3 LANGLEY VILLAS	128.29	
			9011082081	U4 LANGLEY VILLAS	134.17	
			9011082102	U5 LANGLEY VILLAS	90.09	
			9011082110	U6 LANGLEY VILLAS	84.21	
			9011777975	U7 LANGLEY VILLAS	84.21	
			9011777967	U8 LANGLEY VILLAS	122.42	
			9011520387	U9 LANGLEY VILLAS	81.27	
			9011137070	LANGLEY VILLAS GARDENS	428.57	
			9006851931	TRIGWELL PLACE/APEX PARK	212.14	
			9024113705	DBK STANDPIPE	2,546.63	
EFT30063	19/12/20	24 SYNERGY				31,562.22
			055137500	DBK REC CTR	7,225.60	
			232355950	EGAN PARK	670.74	
			229621950	STREET LIGHTING	8,399.15	
			803121400	PRESTON VILLAGE GROUNDS	269.42	
			376865630	MINN COTTS U1- 12	69.07	
			912696990	DBK WORKS DEPOT	254.80	
			885390030	AYERS GARDEN PRECINCT	774.46	
			559963630	9791 SOUTH WESTERN HWY	123.30	
			599999870	TRIGWELL PLACE/APEX PARK	323.41	
			958302280	OLD SES BUILDING	135.74	
			291498830	COUNCIL CHAMBER	315.67	
			231032970	STATION SQUARE	3,911.06	
			390763720	W&S ADMIN BUILDING	355.63	

REFERENCE	DATE PAYEE	INVOICE	DESCRIPTION		AMOUNT
NEI ENEIVEE	DAIL TAILE	938617600	COMMERCIAL PREMISES SOUTH WESTERN HWY	870.80	AMOUNT
		994663970	VICTORY LANE	95.00	
		238490800	LANGLEY VILLAS U1 - 9	69.52	
		834956110	MINN COTTS U9 - 12	121.28	
		111430430	LIONS CLUB BUILDING	254.75	
		340833640	AYRES GARDENS - PUBLIC TOILETS	846.93	
		152290350	DBK HALL	562.28	
		447069250	APPLE FUN PARK	458.47	
		427767470	LANGLEY VILLAS U2	67.94	
		049349040	DBK TRANSIT PARK	1,450.24	
		902167030	AYERS GARDEN PRECINCT	141.46	
		343860830	EGAN PARK	1,206.52	
		176292620	STANDPIPE - GEMMELL ROAD ARGYLE/IRISHTOWN BFB	119.26	
		527873830	STANDPIPE - HETHERINGTON RD - ARGYLE/IRISHTOWN BFB	119.26	
		417813870	VC MITCHELL PARK	142.53	
		123282840	ESL EXPENDITURE - THOMSON BROOK BFB	254.78	
		246960590	MEMORIAL RSL PARK, KIRUP	200.77	
		497576020	ESL EXPENDITURE - MULLALYUP BFB	152.33	
		513995850	STANDPIPE - MARSHALL RD - ARGYLE/IRISHTOWN BFB	116.79	
		630485710	KIRUP HALL	88.07	
		615654030	BLN HALL (AND LIBRARY)	188.86	
		358561530	PIONEER PARK MULLALYUP	154.53	
		239461940	RAC CHARGING STATION	869.54	
		193634300	ESL EXPENDITURE - BLN BFB	182.26	
EFT30064	19/12/2024 WA LOCAL GOVERNMENT ASSOCIATION (WALGA)				150.00
		RVMFD-30	WALGA ROADSIDE NATIVE VEGETATION MANAGEMENT FIELD DAY	150.00	
EFT30065	19/12/2024 VEOLIA ENVIRONMENTAL SERVICES				1,636.11
		2960248512	MAIN STREET (SOUTH) - ROAD AND CAR PARK SWEEPING	136.35	
		2960248513	MAIN STREET (NORTH) - ROAD AND CAR PARK SWEEPING	136.35	
		2960248514	AREA 6 - CBD DBK - ROAD AND CAR PARK SWEEPING	954.38	
		2960248515	APPLE FUN PARK (NORTH) - ROAD AND CAR PARK SWEEPING	272.68	
		2960248516	APPLE FUN PARK (SOUTH) - ROAD AND CAR PARK SWEEPING	136.35	
EFT30066	19/12/2024 WESTRAC EQUIPMENT PTY LTD				1,224.82
		PI 0368629	DB008 - BATTERIES, AIR CLEANER	892.52	
		PI 0393955	TRANSPORT LOADER - DB2201- BELT	113.07	
55720067	40 40 4004 WORK CLOPPER	PI 0396531	TRANSPORT LOADER - DB2201 - SWITCH & FILTER	219.23	507.00
EFT30067	19/12/2024 WORK CLOBBER	24 2222224	WAS DEF	607.00	697.80
FFT20060	40/40/0004 144 CHINEDY INFET	24-00023964	W&S - PPE	697.80	62.26
EFT30068	19/12/2024 MACHINERY WEST	150075	DEDI ACEMENT CHAINCAW CHAIN	62.26	63.36
EFT30069	22/42/2024 ALLENC TRAFFIC MANIACEMENT	150875	REPLACEMENT CHAINSAW CHAIN	63.36	1 111 00
EF130009	23/12/2024 ALLENS TRAFFIC MANAGEMENT	INIV 227	UPPER CAPEL RD - TRAFFIC MANAGEMENT	1 111 00	1,111.00
EFT30070	23/12/2024 AGRI SPARK AUTO ELECTRICS	INV-327	OPPER CAPEL RD - TRAFFIC IMANAGEMENT	1,111.00	649.00
EF130070	25/12/2024 AGNI SPANK AUTO ELECTRICS	INV-10545	P&G TRACTOR DB1027 - BATTERY	320.00	649.00
		INV-10545 INV-10620	P&G TRACTOR DB1027 - BATTERY P&G TRACTOR DB4806 - BATTERY	320.00	
EFT30071	23/12/2024 INFIELD SERVICES PTY LTD	114.4-10050	T AG TRACTOR DUTOUV - DATTERT	323.00	8,465.84
11300/1	EST TET FOR A HALLES SERVICES I II FID	INV-0939	KIRUP BFB - DB634 - SERVICE AND REPAIR EMERGENCY LIGHTS FAULT	8,465.84	0,403.04
EFT30072	23/12/2024 ISHA AUSTRALIA PTY LTD T/A DONNYBROOK HOTEL	114-0333	KINDI DI DI DOGGA SERVICE AND REI AIR EMERGENCI EIGITISTADEI	0,405.04	1,914.80
1133072	23, 22, 202 FISHIN HOSTINGHT IT ETO TJA DOMNIDNOOK HOTEL	TABLE29	STAFF RECGONITION FUNCTION - CATERING	1,494.80	1,514.00
		TABLE8	STAFF RECOGNITION FONCTION - CATERING	420.00	
		· 		0.00	

First 19/00/20 Minute Min	REFERENCE	DATE PAYEE	INVOICE	DESCRIPTION		AMOUNT
Page	EFT30073	23/12/2024 TELSTRA - MELBOURNE ACCOUNTS				34.95
Minimary			0941920300	TELEPHONE - DBK SES BULDING	34.95	
EFTORM Q1/2004 MORPOR MORTOR 6.0.4.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.	EFT30074	23/12/2024 THE TOWNSMORE INVESTMENT TRUST				2,112.00
Page			INV-0248	VC MITCHELL PROJECT - PROFESSIONAL ADVICE KITCHEN DESIGN	2,112.00	
Minimary	EFT30075	23/12/2024 SYNERGY				3,543.51
Part (1988) 1970/1970 (1980)						
First Day 1000 May 1000 M						
Page	55T20075 A	24/42/2024 (11)55 OF DOMINISTRACY PALINICIA	574753070	BLN OVAL	517.33	100 000 17
EMD 0000 10000	EF130075A	24/12/2024 SHIRE OF DONNYBROOK BALINGUP	DAVDOLL	DAVIOUL FOR THE DEDICE ENDING 24.42.24	100 000 17	188,860.17
PROFEMATION PROFEMATION PROFEMANT PROFEM	FFT2007FD	24/42/2024 AUCTRALIAN TAY OFFICE	PAYRULL	PAYROLL FOR THE PERIOD ENDING 24.12.24	188,860.17	C4 77F 00
Property	EF130075B	24/12/2024 AUSTRALIAN TAX OFFICE	DAVC DE. 24.12.24	DAVC DE 24.42.24	C4 775 00	64,775.00
Series (1988)			PATG - PE: 24.12.24	PATG - PE: 24.12.24		2 104 217 07
588 B 0/1/2002 PERTYASH-ADMIN OFFICE BAR RCTR BAR RCTR INDREAS FIATA CONTROL STANKER CONTR	CHEOLIE DAVI	MENTS			TOTAL: EFT PATMENTS \$	52,104,217.87
Page						50.00
583 bl 1/12/2024 DEPARTMENT OF TRANSPORT HIRE PLATE AS DESTRUMENTAGE OF MINE PLATE AS DESTRUMENTAG	33010	OUT 12/12024 ETTT COUTT ADMIN OF THE	DRK REC CTR	DRK REC CTR - INCREASE FLOAT	50.00	30.00
Mile Place Mil	53819	12/12/2024 DEPARTMENT OF TRANSPORT	DDK NEC CTN	DUCKES CITA INCKENDE FEORI	30.00	200.00
1	33013	12/12/2024 DEFARTIVE OF TRANSFORT	SHIRE PLATE 065DR	CUSTOMER PURCHASE OF SHIRE LOGO NUMBER PLATE	200.00	200.00
MICHICAN	53820	18/12/2024 SHIRE OF DONNYBROOK BALINGUP	STILL TEXTE GOODS	COSTONIENT ONCINISE OF STIME ECOCO NOMBERT ENTE	200.00	61 65
MAX STATE 19 19 19 19 19 19 19 1	33020	15/ 12/ 252 1 5 mm 2 61 5 6 mm 5 m 5 m 5 m 5 m 5 m 5 m 5 m 5 m	BL 202324046	VC MITCHELL PROJECT - BUILDING PERMIT	61.65	01.05
SAME			52 20232 10 10	TO MITORIZE FINOSCO. BOLESINO FERMINI	_	\$311.65
\$1/12/2024 PARPOL	BANK STATEN	/ENT				4011.00
BANK FEES 1,12/2024 BENDIGO 1,342.75	2711111 01711 211					4.461.46
1,12/2024 BRDIGO				BANK FEES	4.461.46	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
BANK FEES 1,342.75 1,000		31/12/2024 BENDIGO			,,	1.342.75
2,642,64 2,642,65				BANK FEES	1,342.75	,
11/2/2024 PAYPAL 13.62 1		31/12/2024 COMMONWEALTH BANK				2,648.26
BANK FES 13.02 1				BANK FEES	2,648.26	
SAME		31/12/2024 PAYPAL				13.62
BANK FEES 1,1/2 / 2,0 2 4 RMS PAY 23.07				BANK FEES	13.62	
SAME FEES SAME		31/12/2024 WA TREASURY CORPORATION				4.00
RANK FEES RANK				BANK FEES	4.00	
DIRECT DEBITS DD2815.1 1/12/2024 SPECTRUM SUPER DEDUCTION EMPLOYEE SUPER DEDUCTIONS 34.19		31/12/2024 RMS PAY				230.77
DIRECT DEBITS 1/12/2024 SPECTRUM SUPER				BANK FEES	230.77	
DD2815.1. 1/12/2024 SPECTRUM SUPER DEDUCTION EMPLOYEE SUPER DEDUCTIONS 34.19 DD2815.1. 2 1/12/2024 UNISUPER 655.63 DD2815.1. 3 1/12/2024 CBUS SUPER DEDUCTION EMPLOYEE SUPER DEDUCTIONS 288.29 DD2815.1. 4 1/12/2024 AUSTRALIAN RETIREMENT TRUST 400.20 DD2815.1. 5 1/12/2024 TATE SUPERANNUATION FUND EMPLOYEE SUPER DEDUCTIONS 447.71 DD2815.1. 6 1/12/2024 AWARE SUPER DEDUCTION EMPLOYEE SUPER DEDUCTIONS 22,706.06 DD2815.1. 6 1/12/2024 AWARE SUPER DEDUCTION EMPLOYEE SUPER DEDUCTIONS 500.00 DEDUCTION EMPLOYEE SUPER DEDUCTIONS 790.00					TOTAL: BANK FEES	\$8,700.86
DD28151.2 1/12/2024 UNISUPER DD28151.3 1/12/2024 CBUS SUPER DD28151.4 1/12/2024 AUSTRALIAN RETIREMENT TRUST DD28151.5 1/12/2024 TATE SUPERANNUATION FUND DD28151.6 1/12/2024 AWARE SUPER DD28151.6 1/12/2024 AWARE SUPER DD28151.6 1/12/2024 AWARE SUPER DD28151.6 DD28151.6 EMPLOYEE SUPER DEDUCTIONS DD28151.6 DEDUCTION EMPLOYEE SUPER DEDUCTIONS DEDUCTION EMPLOYEE SUPER DEDUCTIONS EMPLOYEE SUPER DEDUCTIONS DEDUCTION EMPLOYEE SUPER DEDUCTIONS DEDUCTION EMPLOYEE SUPER DEDUCTIONS DEDUCTION EMPLOYEE SUPER DEDUCTIONS TO 30.00 TO	DIRECT DEBIT	S				
DD28151.2 11/12/2024 UNISUPER 655.63 DEDUCTION EMPLOYEE SUPER DEDUCTIONS 655.63 DEDUCTION EMPLOYEE SUPER DEDUCTIONS 655.63 DD28151.4 11/12/2024 CBUS SUPER 11/12/2024 AUSTRALIAN RETIREMENT TRUST 288.29 DD28151.5 11/12/2024 TATE SUPERANNUATION FUND EMPLOYEE SUPER DEDUCTIONS 400.20 DD28151.6 11/12/2024 AWARE SUPER SUPER SUPER SUPER DEDUCTIONS 447.71 DD28151.6 11/12/2024 AWARE SUPER SUPER SUPER SUPER DEDUCTIONS 500.00 DEDUCTION EMPLOYEE SUPER DEDUCTIONS 600.00 DEDUCTION EMPLOYEE SUPER DEDUCTIONS 790.00	DD28151.1	11/12/2024 SPECTRUM SUPER				34.19
DD28151.3 11/12/2024 CBUS SUPER DEDUCTION EMPLOYEE SUPER DEDUCTIONS 288.29 DD28151.4 11/12/2024 AUSTRALIAN RETIREMENT TRUST 288.29 DD28151.5 11/12/2024 TATE SUPERANNUATION FUND EMPLOYEE SUPER DEDUCTIONS 400.20 DD28151.6 11/12/2024 AWARE SUPER DEDUCTION EMPLOYEE SUPER DEDUCTIONS 447.71 DD28151.6 11/12/2024 AWARE SUPER DEDUCTION EMPLOYEE SUPER DEDUCTIONS 500.00 DEDUCTION EMPLOYEE SUPER DEDUCTIONS 500.00 DEDUCTION EMPLOYEE SUPER DEDUCTIONS 500.00 DEDUCTION EMPLOYEE SUPER DEDUCTIONS 790.00			DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	34.19	
DD28151.3 11/12/2024 CBUS SUPER DEDUCTION EMPLOYEE SUPER DEDUCTIONS 288.29 DD28151.4 11/12/2024 AUSTRALIAN RETIREMENT TRUST 400.20 DD28151.5 11/12/2024 TATE SUPERANNUATION FUND EMPLOYEE SUPER DEDUCTIONS 447.71 DD28151.6 11/12/2024 AWARE SUPER DEDUCTIONS EMPLOYEE SUPER DEDUCTIONS 447.71 DD28151.6 DEDUCTION EMPLOYEE SUPER DEDUCTIONS 500.00 790.00	DD28151.2	11/12/2024 UNISUPER				655.63
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DEDUCTION EMPLOYEE SUPER DEDUCTIONS 790.00	DD28151.6	11/12/2024 AWARE SUPER	DEDUCE: 5.	ENANGOVES CURED DEDUCTIONS		22,706.06
DEDUCTION EMPLOYEE SUPER DEDUCTIONS /56.59						
			DEDUCTION	EINIPLOTEE SUPER DEDUCTIONS	756.59	

REFERENCE	DATE PAYEE	INVOICE	DESCRIPTION		AMOUNT
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	666.06	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	267.40	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	17,315.65	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	134.56	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	25.54	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	812.66	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	94.78	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	478.33	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	175.47	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	57.41	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	50.00	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	125.34	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	254.81	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	75.00	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	126.46	
DD28151.7	11/12/2024 AUSTRALIAN SUPER				4,947.52
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	137.88	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	4,809.64	
DD28151.8	11/12/2024 COLONIAL FIRSTCHOICE WHOLESALE PERSONAL SUPER				38.98
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	38.98	
DD28151.9	11/12/2024 REST SUPERANNUATION				888.36
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	888.36	
DD28151.10	11/12/2024 MERCER SUPER TRUST				315.45
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	315.45	
DD28151.11	11/12/2024 MLC PLUM SUPER				991.85
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	991.85	
DD28151.12	11/12/2024 AMP LIFE LIMITED				154.36
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	154.36	
DD28151.13	11/12/2024 MLC NOMINEES PTY LTD				83.72
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	83.72	
DD28174.1	25/12/2024 AWARE SUPER				23,948.55
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	18,674.64	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	500.00	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	790.00	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	1,182.49	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	645.96	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	257.90	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	137.00	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	25.29	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	260.05	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	92.31	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	494.80	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	175.47	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	57.41	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	50.00	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	125.49	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	278.28	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	75.00	
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	126.46	
DD28174.2	25/12/2024 TATE SUPERANNUATION FUND	DEDITION: 5.1	EMPLOYEE CURE REPUISIONS		288.29
		DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	288.29	

SHIRE OF DONNYBROOK BALINGUP SCHEDULE OF ACCOUNTS PAID UNDER DELEGATION (NO.1.2.23) IS PRESENTED FOR PUBLIC INFORMATION PAYMENTS FROM 1 DECEMBER TO 31 DECEMBER

REFERENCE	DATE	PAYEE	INVOICE	DESCRIPTION		AMOUNT
DD28174.3	25/12/202	24 AUSTRALIAN SUPER				4,509.10
			DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	138.04	
			DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	4,371.06	
DD28174.4	25/12/202	24 COLONIAL FIRSTCHOICE WHOLESALE PERSONAL SUPER				34.48
			DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	34.48	
DD28174.5	25/12/20	24 REST SUPERANNUATION				898.83
			DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	898.83	
DD28174.6	25/12/202	24 MERCER SUPER TRUST				209.18
			DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	209.18	
DD28174.7	25/12/202	24 MLC PLUM SUPER				1,050.81
			DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	1,050.81	
DD28174.8	25/12/202	24 UNISUPER				720.76
			DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	720.76	
DD28174.9	25/12/202	24 CBUS SUPER				288.29
			DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	288.29	
DD28174.10	25/12/202	24 AUSTRALIAN RETIREMENT TRUST				400.20
			DEDUCTION	EMPLOYEE SUPER DEDUCTIONS	400.20	
					TOTAL: DIRECT DERIT PAYMENTS	\$64 300 81

TOTAL: PAYMENTS FROM MUNICIPAL ACCOUNT \$2,179,212.79

CERTIFICATION BY MANAGER FINANCIAL SERVICES

This Schedule of Accounts Paid is submitted to the Council Meeting on 29 January 2025 in accordance with the Local Government (Financial Management) Regulations 1996 Section 13. These accounts have been checked and are fully supported by vouchers and invoices, which have been duly certified as to the receipts of goods and the rendition of services and as to prices, computations and costings.

S. Karafilis

Manager Financial Services

MONTHLY FINANCIAL REPORT

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

For the period ended 30 November 2024

LOCAL GOVERNMENT ACT 1995 LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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SHIRE OF DONNYBROOK-BALINGUP STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 30 NOVEMBER 2024

FOR THE PERIOD ENDED 30 NOVEMBER 2024		Amended	YTD				
		Budget	Budget	YTD	Variance*	Variance*	
		Estimates	Estimates	Actual	\$	%	Var.
	N-4-						var.
	Note	(a)	(b)	(c)		((c) - (b))/(b)	
		\$	\$	\$	\$	%	
OPERATING ACTIVITIES							
Revenue from operating activities							
General rates		7,840,319	7,834,484	7,839,519	5,035	0.06%	
Grants, subsidies and contributions		1,518,470	572,972	693,727	120,755	21.08%	A
Fees and charges		2,453,618	1,658,295	1,688,413	30,118	1.82%	A
Interest revenue		433,000	183,162	166,721	(16,441)	(8.98%)	•
Other revenue		0	0	1,238	1.238	0.00%	
Profit on asset disposals		0	0	31,032	31,032	100.00%	A
Front on asset disposals		12,245,407	10,248,913	10,420,650	171,737	1.68%	-
Figure 414 year from a constitution of the constitution		12,245,407	10,240,913	10,420,650	171,737	1.00%	
Expenditure from operating activities		(()					_
Employee costs		(6,080,123)	(2,789,354)	(2,971,942)	(182,588)	(6.55%)	•
Materials and contracts		(6,048,488)	(2,145,458)	(2,168,612)	(23,154)	(1.08%)	•
Utility charges		(466,418)	(194,200)	(146,965)	47,235	24.32%	_
Depreciation		(7,504,630)	(3,126,871)	(3,125,716)	1,155	0.04%	
Finance costs		(158,763)	(41,893)	(38,874)	3,019	7.21%	
Insurance		(497,538)	(497,102)	(489,266)	7,836	1.58%	
Other expenditure		(130,600)	(54,401)	(55,754)	(1,353)	(2.49%)	
Loss on asset disposals		(100,000)	(04,401)	(130,598)	(130,598)	0.00%	
Luss off asset dispusais							
		(20,886,560)	(8,849,279)	(9,127,727)	(278,448)	(3.15%)	
Non cash amounts excluded from operating activities	2(c)	7,504,630	3,126,871	3,225,282	98,411	3.15%	. 🔺
Amount attributable to operating activities		(1,136,523)	4,526,505	4,518,205	(8,300)	(0.18%)	
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions		7,766,713	316,855	316,884	29	0.01%	
Proceeds from disposal of assets		272.346	148,761	149.096	335	0.23%	
Proceeds from financial assets at amortised cost - self supporting loans		10.196	5.063	5.063	0	0.00%	
Proceeds from financial assets at amortised cost - commercial loans		13.333	3.333	5.556	2.223	66.70%	
Proceeds from financial assets at amortised cost - confinercial loans Proceeds from financial assets at amortised cost - other			1.800		400		
Proceeds from financial assets at amortised cost - other		5,200		2,200		22.22%	
		8,067,788	475,812	478,799	2,987	0.63%	
Outflows from investing activities							
Payments for property, plant and equipment		(8,784,256)	(4,922,762)	(4,935,968)	(13,206)	(0.27%)	•
Payments for construction of infrastructure		(5,429,625)	(618,027)	(263,743)	354,284	57.33%	A
		(14,213,881)	(5,540,789)	(5,199,710)	341,079	6.16%	
Amount attributable to investing activities		(6,146,093)	(5,064,977)	(4,720,911)	344,066	6.79%	
		(-, -,,	(-/ /- /	() -,- ,	,,,,,		
FINANCING ACTIVITIES							
Inflows from financing activities							
Transfer from reserves		5,792,760	3,423,630	3,423,630	0	0.00%	
transfer from reserves					0	0.00%	
		5,792,760	3,423,630	3,423,630	U	0.00%	
Outflows from financing activities							
Payments for principal portion of lease liabilities		(55,345)	(5,073)	(12,129)	(7,056)	(139.09%)	
Repayment of borrowings		(141,031)	(69,781)	(69,781)	0	0.00%	
Transfer to reserves		(1,155,865)	(65,398)	(65,398)	0	0.00%	
		(1,352,241)	(140,252)	(147,308)	(7,056)	(5.03%)	
Amount attributable to financing activities		4,440,519	3,283,378	3,276,322	(7,056)	(0.21%)	
		.,,	-,_50,0.0	-, -,	(.,000)	(3.2.70)	
MOVEMENT IN SURPLUS OR DEFICIT							
	2(0)	0.050.057	0.050.057	2 224 222	70 200	2.400/	A
Surplus or deficit at the start of the financial year	2(a)	2,252,957	2,252,957	2,331,339	78,382	3.48%	_
Amount attributable to operating activities		(1,136,523)	4,526,505	4,518,205	(8,300)	(0.18%)	
Amount attributable to investing activities		(6,146,093)	(5,064,977)	(4,720,911)	344,066	6.79%	A
Amount attributable to financing activities		4,440,519	3,283,378	3,276,322	(7,056)	(0.21%)	
Surplus or deficit after imposition of general rates		(589,141)	4,997,863	5,404,955	407,092	8.15%	A

KEY INFORMATION

- Net Information

 Indicates a variance between Year to Date (YTD) Budget and YTD Actual data outside the adopted materiality threshold.

 Indicates a variance with a positive impact on the financial position.

 Indicates a variance with a negative impact on the financial position.

 Refer to Note 3 for an explanation of the reasons for the variance.

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

SHIRE OF DONNYBROOK-BALINGUP STATEMENT OF FINANCIAL POSITION FOR THE PERIOD ENDED 30 NOVEMBER 2024

	Actual 30 June 2024	Actual as at 30 November 2024
CURRENT ACCES	\$	\$
CURRENT ASSETS Cash and cash equivalents	12 842 820	12 795 176
Trade and other receivables	12,842,829 4,638,906	12,785,176 3,383,860
Other financial assets	23,529	12,910
Inventories	167,983	150,457
Other assets	345,342	83,716
TOTAL CURRENT ASSETS	18,018,589	16,416,119
NON-CURRENT ASSETS		
Trade and other receivables	218,267	218,267
Other financial assets	207,363	207,363
Inventories	1,973,769	1,973,769
Other assets	600,186	600,186
Property, plant and equipment Infrastructure	47,854,189	51,884,853
Intangible assets	158,383,251 468,018	156,208,102 437,836
TOTAL NON-CURRENT ASSETS	209,705,043	211,530,376
TOTAL NON-CORRENT ASSETS	209,703,043	211,330,370
TOTAL ASSETS	227,723,632	227,946,495
CURRENT LIABILITIES		
Trade and other payables	2,664,213	1,324,006
Other liabilities	4,245,811	4,278,785
Lease liabilities	25,345	13,215
Borrowings	141,031	71,250
Employee related provisions	970,724	970,724
TOTAL CURRENT LIABILITIES	8,047,124	6,657,980
NON-CURRENT LIABILITIES		
Other liabilities	3,878,500	3,878,500
Lease liabilities	40,153	40,153
Borrowings	2,979,767	2,979,767
Employee related provisions	126,793	126,793
Other provisions TOTAL NON-CURRENT LIABILITIES	2,098,612 9,123,825	2,098,612 9,123,825
TOTAL LIABILITIES	17,170,949	15,781,805
	,,	10,101,000
NET ASSETS	210,552,683	212,164,690
EQUITY		
Retained surplus	29,828,319	34,798,558
Reserve accounts	7,800,473	4,442,241
Revaluation surplus	172,923,891	172,923,891
TOTAL EQUITY	210,552,683	212,164,690

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

SHIRE OF DONNYBROOK-BALINGUP NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 30 NOVEMBER 2024

1 BASIS OF PREPARATION AND MATERIAL ACCOUNTING POLICIES

BASIS OF PREPARATION

This prescribed financial report has 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 where no inconsistencies exist.

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.

Local Government (Financial Management) Regulations 1996, regulation 34 prescribes contents of the financial report. Supplementary information does not form part of the financial report.

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 30 November 2024

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.

All monies held in the Trust Fund are excluded from the financial statements

MATERIAL ACCOUNTING POLICES

Material accounting policies utilised in the preparation of these statements are as described within the 2024-25 Annual Budget. Please refer to the adopted budget document for details of these policies.

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 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
 - Infrastructure
- Impairment losses of non-financial assets
- Expected credit losses on financial assets
- · Assets held for sale
- · Investment property
- Estimated useful life of intangible assets
- Measurement of employee benefits
- · Measurement of provisions
- Estimation uncertainties and judgements made in relation to lease

SHIRE OF DONNYBROOK-BALINGUP NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 30 NOVEMBER 2024

2 NET CURRENT ASSETS INFORMATION

		Buaget	Actual	Actual
(a) Net current assets used in the Statement of Financial Activity		Opening	as at	as at
	Note	1 July 2024	30 June 2024	30 November 2024
Current assets		\$	\$	\$
Cash and cash equivalents		12,906,039	12,842,829	12,785,176
Trade and other receivables		4,645,391	4,638,906	· · · · · · · · · · · · · · · · · · ·
				3,383,860
Other financial assets		52,184	23,529	12,910
Inventories		167,983	167,983	150,457
Contract assets		283,417	0	0
Other assets	_	0	345,342	83,716
		18,055,014	18,018,589	16,416,119
Less: current liabilities				
Trade and other payables		(2,055,176)	(2,664,213)	(1,324,006)
Other liabilities		(4,975,684)	(4,245,811)	(4,278,785)
Lease liabilities		(57,720)	(25,345)	(13,215)
Borrowings		(141,031)	(141,031)	(71,250)
•				
Employee related provisions	_	(970,724)	(970,724)	(970,724)
	_	(8,200,335)	(8,047,124)	(6,657,980)
Net current assets		9,854,679	9,971,465	9,758,139
Less: Total adjustments to net current assets	2(b)	(7,601,722)	(7,640,126)	(4,353,186)
Closing funding surplus / (deficit)		2,252,957	2,331,339	5,404,955
(b) Current assets and liabilities excluded from budgeted deficiency				
Adjustments to net current assets				
Less: Cash - Restricted Reserves		(7,800,473)	(7,800,473)	(4,442,241)
Less: Financial assets at amortised cost - self supporting loans		Ó	(23,529)	(12,910)
Add: Current liabilities not expected to be cleared at the end of the year		-	(,)	(:=,:::)
- Current portion of lease liabilities		57,720	25,345	13,215
- Current portion of lease liabilities - Current portion of borrowings		141,031	141,031	71,250
Current portion of borrowings Current portion of employee benefit provisions held in reserve		141,031	17,500	17,500
	2(-)			
Total adjustments to net current assets	2(a)	(7,601,722)	(7,640,126)	(4,353,186)
		Adopted	YTD	
		Budget	Budget	YTD
		Estimates	Estimates	Actual
		30 June 2025	30 November 2024	30 November 2024
	-	\$	\$	\$
(c) Non-cash amounts excluded from operating activities		Ψ	Ψ	Ψ
Adjustments to operating activities				
		^	0	(21.022)
Less: Profit on asset disposals		0		(31,032)
Add: Loss on asset disposals		0	0	130,598
Add: Depreciation	_	7,504,630	3,126,871	3,125,716
Total non-cash amounts excluded from operating activities		7,504,630	3,126,871	3,225,282

Budget

Actual

Actual

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 local governments' operational cycle.

3 EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially.

The proposed material variance to be adopted by Council for the 2024-25 year is \$10,000

Description	Var. \$	Var. %	
Revenue from operating activities Grants, subsidies and contributions Diesel fuel rebate \$10,140 greater than estimated and 23-24 Bushfire Mitigation grant \$90,178, Workers compensation \$10,761 and Preston Village reimbursements \$18,105 offset by expenditure. Various property leases \$12,595 less than estimated at this time.	\$ 120,755	21.08% Permanent Timing	^
Balance relates to timing of other minor contributions. Fees and charges Building licence \$10,154, Planning fees \$12,025 and Donnybrook Recreation Centre \$11,915 income greater than estimated at this time. Balance relates to various other fees & charges.	30,118	1.82% Timing	•
Interest revenue Variance due to Municipal interest \$23,049 less than estimated at this time. Balance relates to reserves interest greater than estimated.	(16,441)	(8.98%) Timing	•
Profit on asset disposals Asset disposals greater than estimated. Non-cash adjustment to be amended at budget review.	31,032	100.00% Permanent	^
Expenditure from operating activities Employee costs Expenditure in the following areas are greater than estimated: 23-24 Bushfire Mitigation \$30,842 offset by grant income	(182,588)	(6.55%)	•
Staff resignations \$49,000 Workers compensation claims \$14,403 and Irish Town bridge insurance claims \$44,611, offset by reimbursements Economic Services \$12,856 Staff leave \$24,597		Permanent	
Expenditure in the following areas less than estimated: Communities amenities \$23,073 Recreation & Culture \$16,031 Balance relates to overhead recovery, to be monitored.		Timing	
Materials and contracts Bushfire mitigation expenditure \$117,788 offset by grant income Expenditure in the following areas are greater than estimated: Rates valuations, debt recovery \$22,265 Governance expenditure \$60,894 Balance relates to minor variances in other expenditure	(23,154)	(1.08%) Permanent Timing	•
Utility charges Variance due to timing of utilities accounts being received for various shire building and reserves.	47,235	24.32% Timing	^
Non cash amounts excluded from operating activities Depreciation \$1,155 greater than estimated at this time. Disposal of assets \$99,566	98,411	3.15% Timing Permanent	A
Outflows from investing activities Payments for property, plant and equipment Expenditure in the following areas are greater than estimated: VC Mitchell redevelopment \$21,660 Please refer to note 5 for further details.	(13,206)	(0.27%) Timing	•
Payments for construction of infrastructure Expenditure in the following areas are greater than estimated: Upper Capel Road bridge \$30,686 Expenditure in the following areas are less than estimated:	354,284	57.33% Permanent	A
South Hampton Road \$79,942 Balingup Nannup Road \$310,054 Please refer to note 5 for further details.		Timing	

SHIRE OF DONNYBROOK-BALINGUP SUPPLEMENTARY INFORMATION TABLE OF CONTENTS

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BASIS OF PREPARATION - SUPPLEMENTARY INFORMATION

Supplementary information is presented for information purposes. The information does not comply with the disclosure requirements of the Australian Accounting Standards.

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)								
	Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)				
Opening	\$2.25 M	\$2.25 M	\$2.33 M	\$0.08 M				
Closing Refer to Statement of Financial A	(\$0.59 M)	\$5.00 M	\$5.40 M	\$0.41 M				

Cash and ca	ash equiv	alents		Payables		R	eceivable	98
	\$12.79 M	% of total		\$1.32 M	% Outstanding		\$0.29 M	9
Unrestricted Cash	\$8.34 M	65.3%	Trade Payables	\$0.83 M		Rates Receivable	\$3.09 M	
Restricted Cash	\$4.44 M	34.7%	0 to 30 Days		99.1%	Trade Receivable	\$0.29 M	%
			Over 30 Days		0.8%	Over 30 Days		
			Over 90 Days		0.0%	Over 90 Days		
Refer to 3 - Cash and Fina	ancial Assets		Refer to 9 - Payables			Refer to 7 - Receivables		

Key Operating Activities

Amount attr	ibutable to	operatin	g activities
Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$1.14 M)	\$4.53 M	\$4.52 M	(\$0.01 M)
Refer to Statement of Fi	nancial Activity		

Refer	to Statement of Fi	nancial Activity							
	Ra	ates Reve	nue	Grants	and Contri	butions	Fee	s and Cha	rges
	YTD Actual YTD Budget	\$7.84 M \$7.83 M	% Variance 0.1%	YTD Actual YTD Budget	\$0.69 M \$0.57 M	% Variance 21.1%	YTD Actual YTD Budget	\$1.69 M \$1.66 M	% Variance 1.8%
				Refer to 13 - Grants a	nd Contributions		Refer to Statement of Fin	nancial Activity	

Key Investing Activities

Amount attr	ibutable t	o investing	activities
Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$6.15 M)	(\$5.06 M)	(\$4.72 M)	\$0.34 M
Refer to Statement of Fir	nancial Activity		

Pro	ceeds on	sale	Ass	set Acquisit	ion		apital Gran	nts
YTD Actual	\$0.15 M	%	YTD Actual	\$0.26 M	% Spent	YTD Actual	\$0.32 M	% Received
Budget	\$0.27 M	(45.3%)	Budget	\$5.43 M	(95.1%)	Budget	\$7.77 M	(95.9%)
Refer to 6 - Disposal of	Assets		Refer to 5 - Capital Ad	equisitions		Refer to 5 - Capital Acqu	isitions	

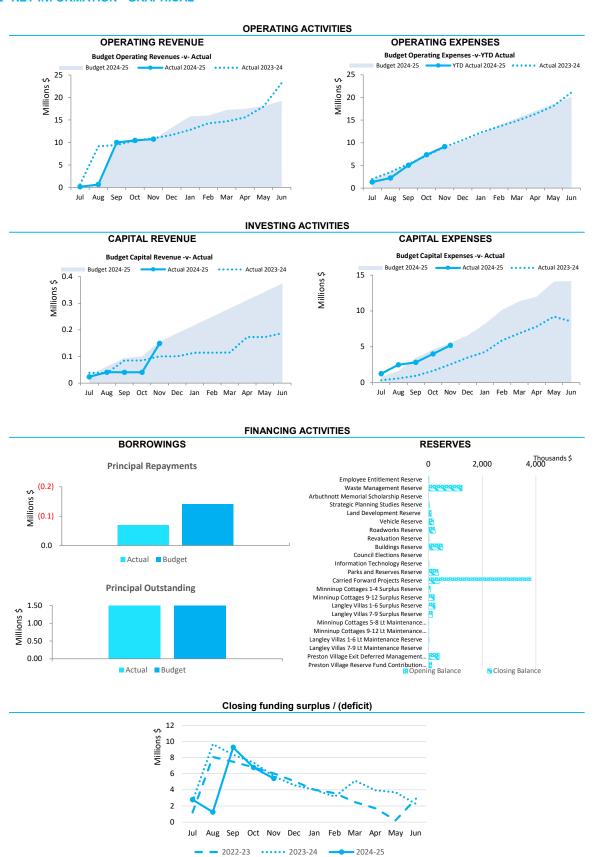
Key Financing Activities

Amount attr	ibutable to	o financin	g activities
	YTD	YTD	Van 6
Budget	Budget	Actual	Var. \$
	(a)	(b)	(b)-(a)
\$4.44 M	\$3.28 M	\$3.28 M	(\$0.01 M)
Refer to Statement of F	inancial Activity		· ,

Borrowings			Reserves	Le	Lease Liability		
Principal repayments	(\$0.07 M)	Reserves balance	\$4.44 M	Principal repayments	(\$0.01 M)		
Interest expense	(\$0.08 M)	Net Movement	(\$3.36 M)	Interest expense	(\$0.00 M)		
Principal due	\$3.05 M			Principal due	\$0.05 M		
Refer to 10 - Borrowings		Refer to 4 - Cash Reser	ves	Refer to Note 11 - Lease	Liabilites		

% Collected 67.9% % Outstanding 5.4% 2.4%

2 KEY INFORMATION - GRAPHICAL



This information is to be read in conjunction with the accompanying Financial Statements and Notes.

3 CASH AND FINANCIAL ASSETS AT AMORTISED COST

							Interest	Maturity
			Reserve					
Description	Classification	Unrestricted	Accounts	Total	Trust	Institution	Rate	Date
		\$	\$	\$	\$			
Floats/Petty Cash on Hand	Cash and cash equivalents	960	0	960	0		NIL	On hand
Municipal Bank Account	Cash and cash equivalents	1,799,999	0	1,799,999	0	Bank	Variable	Cheque Acc.
WA Treasury	Cash and cash equivalents	15,879	0	15,879	0	Bank	4.39%	At Call
Bendigo Bank TD	Cash and cash equivalents	1,007,183	0	1,007,183	0	Bank	4.37%	01/2025
Bendigo Bank TD	Cash and cash equivalents	2,000,000	0	2,000,000	0	Bank	4.90%	01/2025
Bendigo Bank TD	Cash and cash equivalents	1,018,914	0	1,018,914	0	Bank	4.85%	02/2025
Bendigo Bank TD	Cash and cash equivalents	500,000	0	500,000	0	Bank	4.90%	02/2024
Bendigo Bank TD	Cash and cash equivalents	1,000,000	0	1,000,000	0	Bank	4.42%	01/2025
Bendigo Bank TD	Cash and cash equivalents	1,000,000	0	1,000,000	0	Bank	4.26%	12/2024
Reserve Bank Account	Cash and cash equivalents	0	136,844	136,844	0	Bank	Variable	Cheque Acc.
NAB Bank Reserve TD	Cash and cash equivalents	0	1,250,000	1,250,000	0	Bank	4.90%	12/2025
Bendigo Bank Reserve TD	Cash and cash equivalents	0	3,055,397	3,055,397	0	Bank	4.72%	01/2025
Trust Fund Cash at Bank	Cash and cash equivalents	0	0	0	56,967	Bank	Variable	Cheque Acc.
Total		8,342,935	4,442,241	12,785,176	56,967			
Comprising								
Cash and cash equivalents		8,342,935	4,442,241	12,785,176	56,967			
·		8,342,935	4,442,241	12,785,176	56,967			

KEY INFORMATION

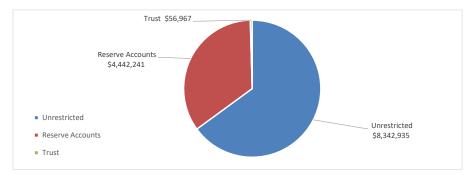
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of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

Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

The local government classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 8 - Other assets.



SHIRE OF DONNYBROOK-BALINGUP SUPPLEMENTARY INFORMATION FOR THE PERIOD ENDED 30 NOVEMBER 2024

4 RESERVE ACCOUNTS

		Bud	dget			А	ctual	
	Opening	Transfers	Transfers	Closing	Opening	Transfers	Transfers	Closing
Reserve account name	Balance	In (+)	Out (-)	Balance	Balance	In (+)	Out (-)	Balance
	\$	\$	\$	\$	\$	\$	\$	\$
Reserve accounts restricted by Council								
Employee Entitlement Reserve	17,500	25,000	0	42,500	17,500	0	0	17,500
Waste Management Reserve	1,251,809	0	(206,000)	1,045,809	1,251,809	0	0	1,251,809
Arbuthnott Memorial Scholarship Reserve	2,685	0	(300)	2,385	2,685	0	0	2,685
Strategic Planning Studies Reserve	31,012	0	0	31,012	31,012	0	0	31,012
Land Development Reserve	100,271	0	(79,012)	21,259	100,271	0	0	100,271
Vehicle Reserve	185,556	520,000	(497,749)	207,807	185,557	14,146	0	199,703
Roadworks Reserve	234,001	43,750	(243,517)	34,234	234,001	14,146	0	248,147
Revaluation Reserve	20,000	40,000	0	60,000	20,000	0	0	20,000
Buildings Reserve	520,433	253,965	(488,526)	285,872	520,433	14,146	0	534,579
Council Elections Reserve	0	20,000	0	20,000	0	0	0	0
Information Technology Reserve	18,061	20,000	(38,061)	0	18,061	0	0	18,061
Parks and Reserves Reserve	359,280	223,750	(214,237)	368,793	359,280	14,146	0	373,426
Carried Forward Projects Reserve	3,819,935	0	(3,819,935)	0	3,819,934	0	(3,423,630)	396,304
Minninup Cottages 1-4 Surplus Reserve	67,987	0	(22,788)	45,199	67,987	0	0	67,987
Minninup Cottages 9-12 Surplus Reserve	221,388	0	(81,196)	140,192	221,388	0	0	221,388
Langley Villas 1-6 Surplus Reserve	243,439	0	(21,939)	221,500	243,439	0	0	243,439
Langley Villas 7-9 Surplus Reserve	146,755	0	0	146,755	146,755	0	0	146,755
Minninup Cottages 5-8 Lt Maintenance Reserve	11,669	0	0	11,669	11,669	0	0	11,669
Minninup Cottages 9-12 Lt Maintenance Reserve	10,628	0	0	10,628	10,628	0	0	10,628
Langley Villas 1-6 Lt Maintenance Reserve	21,023	0	0	21,023	21,023	0	0	21,023
Langley Villas 7-9 Lt Maintenance Reserve	7,200	0	0	7,200	7,200	0	0	7,200
Preston Village Exit Deferred Management Reserve	394,814	0	0	394,814	394,814	6,618	0	401,432
Preston Village Reserve Fund Contribution Reserve	115,027	0	(79,500)	35,527	115,027	2,197	0	117,224
Langley Villas 1-9 Long Term Maintenance Reserve	0	5,400	0	5,400	0	0	0	0
Minninup Cottages 5 12 Long Term Maintenance Reserve	0	4,000	0	4,000	0	0	0	0
	7,800,473	1,155,865	(5,792,760)	3,163,578	7,800,473	65,398	(3,423,630)	4,442,241

5 CAPITAL ACQUISITIONS

Capital acquisitions	Budget	YTD Budget	YTD Actual	YTD Variance
The second second	\$	\$	\$	\$
Buildings - non-specialised	7,702,318	4,512,877	4,529,085	16,208
Furniture and equipment	141,243	6,660	6,519	(141)
Plant and equipment	940,695	403,225	400,365	(2,860)
Acquisition of property, plant and equipment	8,784,256	4,922,762	4,935,968	13,206
Infrastructure - roads	2 650 464	EG4 000	176 040	(204.262)
	3,658,464	561,203	176,940	(384,263)
Infrastructure - other	345,160	2,575	1,800 68	(775)
Infrastructure - footpaths	165,000	54,249		68
Infrastructure - bridges	1,261,000		84,935	30,686
Acquisition of infrastructure	5,429,625	618,027	263,743	(354,284)
Total of PPE and Infrastructure.	14,213,881	5,540,789	5,199,710	(341,079)
		, ,		, , ,
Total capital acquisitions	14,213,881	5,540,789	5,199,710	(341,079)
Capital Acquisitions Funded By:				
Capital grants and contributions	7,766,713	316,855	316,884	29
Lease liabilities	100,000	0	0	0
Other (disposals & C/Fwd)	272,346	148,761	149,096	335
Reserve accounts				
Waste Management Reserve	45,000	0	0	0
Land Development Reserve	79,012	0	0	0
Vehicle Reserve	497,749	0	0	0
Roadworks Reserve	243,517	0	0	0
Buildings Reserve	244,023	0	0	0
Information Technology Reserve	50,455	0	0	0
Parks and Reserves Reserve	104,039	0	0	0
Carried Forward Projects Reserve	3,819,935	3,423,630	3,423,630	0
Langley Villas 1-6 Surplus Reserve	50,000	0	0	0
Langley Villas 7-9 Surplus Reserve	50,000	0	0	0
Contribution - operations	891,092	1,651,543	1,310,100	(341,443)
Capital funding total	14,213,881	5,540,789	5,199,710	(341,079)

KEY INFORMATION

Initial recognition

An item of property, plant and equipment or infrastructure that qualifies for recognition as an asset is measured at its cost.

Upon initial recognition, cost is determined as the amount paid (or other consideration given) to acquire the assets, plus costs incidental to the 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. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition.

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 *Local Government (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.

Individual assets that are land, buildings and infrastructure acquired between scheduled revaluation dates of the asset class in accordance with the Shire's revaluation policy, are recognised at cost and disclosed as being at reportable value.

Measurement after recognition

Plant and equipment including furniture and equipment and right-of-use assets (other than vested improvements) are measured using the cost model as required under *Local Government (Financial Management) Regulation 17A(2)*. Assets held under the cost model are carried at cost less accumulated depreciation and any impairment losses being their reportable value.

Reportable Value

In accordance with Local Government (Financial Management) Regulation 17A(2), the carrying amount of non-financial assets that are land and buildings classified as property, plant and equipment, investment properties, infrastructure or vested improvements that the local government controls.

Reportable value is for the purpose of *Local Government (Financial Management) Regulation 17A(4)* is the fair value of the asset at its last valuation date minus (to the extent applicable) the accumulated depreciation and any accumulated impairment losses in respect of the non-financial asset subsequent to its last valuation date.

5 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

Capital expenditure total Level of completion indicators



Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

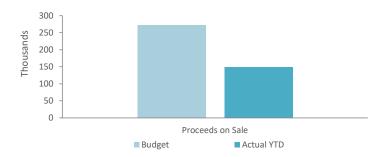
		Account Description	Budget	YTD Budget	YTD Actual	Variance (Under)/Over
	Capital Expenditure		\$	\$	\$	\$
	Buildings					
ď	B163	Public Hall - Balingup (and Library)	21,000	0	0	0
Щ	B164	Public Hall - Kirup	84,000	0	0	0
ď	B372	Public Hall - Brookhampton	78,350	0	975	(975)
ď	B369	Public Hall - Yabberup (and Tennis Shed)	35,000	0	400	(400)
	B375	Community Centre & Infant Health Clinic - Donnybrook	86,154	0	300	(300)
dl	B373	Community Resource Centre - Donnybrook	19,137	0	0	0
	B153	Public Toilets - Balingup Village Green	6,175	0	0	0
	B157	Public Toilets - Apex Park	48,967	0	0	0
	B379	Ablutions - Balingup Transit Park	27,548	0	0	0
dil	B385	Minninup Cottages - Unit 1 -4	16,480	0	0	0
ď	B368	Egan Park - Transit ablutions	0	0	1,633	(1,633)
	B386	Minninup Cottages - Unit 5 - 12	32,960	0	0	0
ď	B357	Minninup Cottages - Unit 1 -4 (SHERP)	2,813	0	7	(7)
	B358	Minninup Cottages - Unit 5 - 12 (SHERP)	13,041	10,081	9,385	696
	B359	Minninup Cottages 9-12	11,266	8,400	7,304	1,096
	B363	Minninup Cottages - Carports	702	0	0	0
	B360	Langley Villas 1-3	84,191	84,191	81,237	2,954
	B361	Langley Villas 4-6	38,400	38,400	34,743	3,657
	B362	Langley Villas 7-9	136,516	136,516	133,561	2,955
	B361A	Langley Villas 1-6 Reserve	22,981	22,981	21,600	1,381
	B362A	Langley Villas 7-9 Reserve	23,727	23,727	16,866	6,861
	B392	Depot - Donnybrook	18,231	0	3,691	(3,691)
ď	B394	Depot - Victory Lane	17,300	0	0	0
ď	B397	Balingup Recreation Centre	10,000	0	0	0
	7125	VC Mitchell Park - Pavillion	6,408,334	4,152,081	4,173,741	(21,660)
	B078	Donnybrook Recreation Centre	317,842	36,500	36,431	69
	B108	Administration Centre - Donnybrook	41,200	0	7,210	(7,210)
	B123	Council Chambers - (Church)	30,000	0	0	0
ď	B396	E-Waste storage shed - Balingup transfer station	70,003	0	0	0
			7,702,318	4,512,877	4,529,085	(16,208)
	Plant and Equipment					
d	0434	Vehicles - Parks & Gardens	236,900	129,240	129,240	0
4	0554	Vehicles - Administration	174,585	174,585	171,725	2,860
	3554	Purchase Plant & Equipment - Transport	478,950	99,400	99,400	0
Ш	4214	Vehicle - Works Supervisor	43,260	0	0	0
ď	2746	Fertiliser spreader - Parks & Gardens	7,000	0	0	0
			940,695	403,225	400,365	2,860

5 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

	Account Description	Budget	YTD Budget	YTD Actual	Variance (Under)/Over
Capital Expend		\$	\$	\$	\$
Furniture and I	Equipment				
2512	EDRMS Software	84,000	0	0	0
2512	Document migration to new EDRMS	20,000	0	0	0
8974	Christmas Decorations	27,243	6,660	6,519	141
4004	Air conditioner - Bendigo Bank	10,000	0	0	C
	•	141,243	6,660	6,519	141
l	041				
Infrastructure		400.000		0	
R188	Egan Park	103,000	0	0	0.575
R189	Donnybrook Townsite (General)	6,180	2,575	0	2,575
R190	Balingup Townsite (General)	10,000	0	0	(
R191	Apple Funpark	5,305	0	0	(
R192	Trigwell Place / Apex Park	28,065	0	0	C
R193	Trigwell Street Park	20,187	0	1,800	(1,800)
R194	Donnybrook Arboretum	21,911	0	0	C
R195	Balingup Cemetery	41,200	0	0	C
R196	Upper Preston Cemetery	10,300	0	0	C
R197	Balingup Skate Park	20,000	0	0	(
R198	9791 South West Highway Donnybrook	79,012	0	0	(
		345,160	2,575	1,800	77
Infrastructure	- Bridges				
3275	Bridge # 3275 Upper Capel Road - Repairs	70,000	54,249	84,935	(30,686)
B5185	Bridge #5185 Merrifield View	417,000	0	04,933	(30,000
B3617	3		0	0	
D3017	Bridge #3617 Bridge Street	774,000 1,261,000	54,249	84,935	(30,686
		, ,	•	ŕ	, ,
Infrastructure			_		
C2409	Preston River Path Loop	165,000	0	68	(68)
		165,000	0	68	(68)
Infrastructure	- Roads				
C1014	Johnston Street Yabberup	83,500	37,659	38,937	(1,278)
C1420	Preliminary Surveys & Designs / Permits	20,000	0	0	(
C1607	Gravel Stockpile Development	100,000	0	0	(
C2210	Southampton Road	510,000	122,915	42,973	79,942
C2304	Montgommery Road	54,999	0	0	. (
C2314	Balingup Nannup Road	804,697	270,097	13,565	256,532
C2315	Balingup Nannup Road (RRG)	175,000	61,764	8,242	53,522
C2401	Cundinup Kirup Road	756,000	0 .,. 0	0,2 .2	(00,022
C2402	Jayes Road	320,000	0	0	(
C2403	Greenbushes-Grimwade Road	35,000	0	0	(
C2404	Forrest Road - Thompson Brook		-	0	· · · · · · · · · · · · · · · · · · ·
	·	75,000	0		(
C2405	Smith & Timms Road	270,000	0	0	(
C2406	Airstrip Road	25,000	0	0	(4.407
C2407	Drainage upgrades - Bond, Fleet and Victoria Pde	68,768	68,768	70,205	(1,437
C2408	Greenbushes Grimwade Road updgade	360,500	0	3,017	(3,017)
		3,658,464	561,203	176,940	384,263
	Total Capital Acquisiti	ons 14,213,881	5,540,789	5,199,710	341,079
	i otai oupitai Acquisiti	JJ 17,210,001	0,040,100	5,155,110	341,073

6 DISPOSAL OF ASSETS

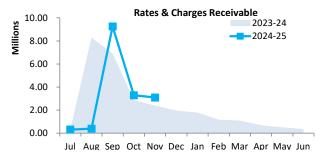
		Budget				YTD Actual			
Asset		Net Book				Net Book			
Ref.	Asset description	Value	Proceeds	Profit	(Loss)	Value	Proceeds	Profit	(Loss)
	•	\$	\$	\$	\$	\$	\$	\$	\$
	Buildings								
20237	VC Mitchell changerooms	0	0	0	0	88,288	0	0	(88,288)
	Plant and equipment								
61293	Toyota Prado - DB5	39,140	39,140	0	0	35,438	33,182	0	(2,256)
61297	Toyota Fortuner - DB009	25,750	25,750	0	0	23,288	25,909	2,621	0
61316	Mitsubishi Triton - DB112	20,600	20,600	0	0	0	0	0	0
61324	Mazda CX-8 - DB8250	25,235	25,235	0	0	35,837	29,545	0	(6,292)
61325	Kubota front mower - DB193	15,450	15,450	0	0	0	0	0	0
61254	Fuso cab truck - DB2134	20,000	20,000	0	0	23,287	20,000	0	(3,287)
61308	Kubota zero turn mower - DB898	10,300	10,300	0	0	0	0	0	0
P6292	Loadstar trailer - DB6292	2,575	2,575	0	0	0	0	0	0
61262	Caterpillar loader - DB1250	74,160	74,160	0	0	0	0	0	0
61251	Isuzu Truck - DB799	23,636	23,636	0	0	9,113	23,636	14,523	0
61221	Bogie semi trailer	15,000	15,000	0	0	2,936	16,824	13,888	0
P6008	Loadstar trailer - DB6008	500	500	0	0	0	0	0	0
	Infrastructure - Other								
859	VC Mitchell park drinking fountain	0	0	0	0	4,908	0	0	(4,908)
20271	VC Mitchell lighting towers x 4	0	0	0	0	20,547	0	0	(20,547)
20272	VC Mitchell lighting towers x 2	0	0	0	0	3,648	0	0	(3,648)
20274	VC Mitchell dugouts	0	0	0	0	1,372	0	0	(1,372)
	- -	272,346	272,346	0	0	248,662	149,096	31,032	(130,598)



7 RECEIVABLES

Rates & charges receivable
Opening arrears previous year Levied this year Less - collections to date Net rates collectable % Collected

30 Jun 2024	30 Nov 2024
\$	\$
260,641	370,380
8,480,631	9,258,817
(8,370,892)	(6,534,402)
370,380	3,094,795
95.8%	67.9%



Receivables - general	Credit	Current 30 Days 60		60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(6,151)	142,916	1,605	2,769	3,451	144,590
Percentage	(4.3%)	98.8%	1.1%	1.9%	2.4%	
Balance per trial balance						
Trade receivables						144,590
Other receivables						3,000
GST receivable						141,475
Total receivables general outstar	nding					289,065

Amounts shown above include GST (where applicable)

KEY INFORMATION

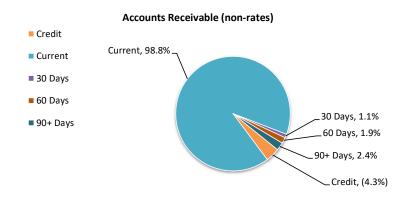
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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 DONNYBROOK-BALINGUP SUPPLEMENTARY INFORMATION FOR THE PERIOD ENDED 30 NOVEMBER 2024

8 OTHER CURRENT ASSETS

Other current assets	Opening Balance 1 July 2024	Asset Increase	Asset Reduction 30	Closing Balance November 202
	\$	\$	\$	\$
Other financial assets at amortised cost				
Financial assets at amortised cost - self supporting loans	10,196	0	(5,064)	5,132
Financial assets at amortised cost - commercial loans	13,333	0	(5,555)	7,778
Inventory				
Stock on hand	167,983	0	(17,526)	150,457
Other assets				
Accrued income	61,925	0	(61,925)	0
Contract assets	283,417	0	(199,701)	83,716
Total other current assets Amounts shown above include GST (where applicable)	536,854	0	(289,771)	247,083

KEY INFORMATION

Other financial assets at amortised cost

The Shire classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

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.

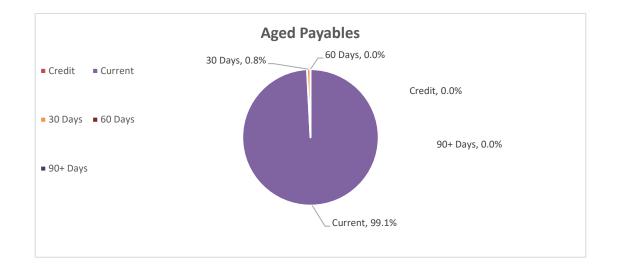
9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
_	\$	\$	\$	\$	\$	\$
Payables - general	0	824,842	6,830	307	0	831,980
Percentage	0.0%	99.1%	0.8%	0.0%	0.0%	
Balance per trial balance						
Sundry creditors						831,980
Other payables						50,000
Prepaid rates						105,826
Bonds and deposits held						336,200
Total payables general outstanding						1,324,006
Amounts shown above include GST (v	vhere 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.



10 BORROWINGS

Repayments - borrowings

					Principal		Princ	cipal	Inte	Interest	
Information on borrowings			New L	oans.	Repay	/ments	Outsta	nding	Repay	ments	
Particulars	Loan No.	1 July 2024	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	
		\$	\$	\$	\$	\$	\$	\$	\$	\$	
Dental Surgery Extensions	74	14,715	0	0	(7,252)	(14,715)	7,463	0	(429)	(646)	
Tuia Lodge Fire Supression System	93	180,064	0	0	(14,364)	(28,842)	165,700	151,222	(1,422)	(2,732)	
VC Mitchell Park	94	2,900,000	0	0	(43,102)	(87,278)	2,856,898	2,812,722	(74,263)	(145,455)	
		3,094,779	0	0	(64,718)	(130,835)	3,030,061	2,963,944	(76,114)	(148,833)	
Self supporting loans											
Donnybrook Country Club	90	26,019	0	0	(5,063)	(10,196)	20,956	15,823	(356)	(644)	
		26,019	0	0	(5,063)	(10,196)	20,956	15,823	(356)	(644)	
Total		3,120,798	0	0	(69,781)	(141,031)	3,051,017	2,979,767	(76,470)	(149,477)	
Current borrowings		141,031					71,250				
Non-current borrowings		2,979,767					2,979,767				
		3,120,798					3,051,017				

All debenture repayments were financed by general purpose revenue. Self supporting loans are financed by repayments from third parties.

KEY INFORMATION

The Shire has elected to recognise borrowing costs as an expense when incurred regardless of how the borrowings are applied.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature.

11 LEASE LIABILITIES

Movement in carrying amounts

					Pri	ncipal	Prir	ncipal	Int	erest
Information on leases			New	Leases	Repa	yments	Outst	anding	Repa	ıyments
Particulars	Lease No.	1 July 2024	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Laptops	New	0	0	100,000	0	(30,000)	0	70,000	0	(7,000)
Network Switches	214-0439437001	8,253	0	0	(2,888)	(7,043)	5,365	1,210	(157)	(268)
Matrix Fitness Equipment	A6ZBG64105	57,245	0	0	(9,241)	(18,302)	48,004	38,943	(919)	(2,018)
Total		65,498	0	100,000	(12,129)	(55,345)	53,368	110,153	(1,076)	(9,286)
Current lease liabilities		25,345					13,215			
Non-current lease liabilities		40,153					40,153			
		65,498					53,368			

All lease repayments were financed by general purpose revenue.

KEY INFORMATION

At inception of a contract, the Shire assesses if the contract contains or is a lease. A contract is or contains a lease, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. At the commencement date, a right of use asset is recognised at cost and lease liability at the present value of the lease payments that are not paid at that date. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the Shire uses its incremental borrowing rate.

All contracts classified as short-term leases (i.e. a lease with a remaining term of 12 months or less) and leases of low value assets are recognised as an operating expense on a straight-line basis over the term of the lease.

12 OTHER CURRENT LIABILITIES

Other current liabilities	Note	Opening Balance 1 July 2024	Liability transferred from/(to) non current	Liability Increase \$	Liability Reduction \$	Closing Balance 30 November 2024
Other liabilities						
Contract liabilities		9,215	0	0	(9,215)	0
Capital grant/contributions liabilities		3,776,578	0	601,865	(340,236)	4,038,207
Contract liability - contribution to works		460,018	0	45,455	(264,895)	240,578
Total other liabilities		4,245,811	0	647,320	(614,346)	4,278,785
Employee Related Provisions						
Provision for annual leave		453,209	0	0	0	453,209
Provision for long service leave		517,515	0	0	0	517,515
Total Provisions		970,724	0	0	0	970,724
Total other current liabilities		5,216,535	0	647,320	(614,346)	5,249,509
Amounts shown above include GST (where applicable)						

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 13 and 14

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.

13 GRANTS, SUBSIDIES AND CONTRIBUTIONS

	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue			
Provider	Liability 1 July 2024	Increase in Liability	Decrease in Liability (As revenue)	Current Liability 30 Nov 2024	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual		
	\$	\$	\$	\$	\$	\$	\$		
ants and subsidies									
Grants - LGGC Financial Assistance Grants	0	0	0	0	189,906	94,953	94,953		
Grants - LGGC Local Road	0	0	0	0	77,754	38,875	38,877		
ESL Operating Grant - SES	0	0	0	0	19,940	9,970	7,858		
ESL Operating Grant - VBFB	0	0	0	0	240,160	120,080	117,670		
ESL Non-recurrent Grant - SES	0	0	0	0	0	0	5,379		
Attraction & retention of child care workers	0	25,000	0	25,000	25,000	0	0		
Bushfire Mitigation Grant	130,054	0	(90,178)	39,876	0	0	90,178		
Kidsport grant	0	0	0	0	500	500	909		
Biodiversity Management Program	8,516	0	0	8,516	0	0	0		
Youth Week Grant	0	0	0	0	3,000	0	0		
Bike rescue program	0	0	0	0	10,000	0	0		
Australia Day	0	8,000	0	8,000	10,000	0	0		
Main Roads Direct Grant	0	0	0	0	246,102	246,102	246,102		
Electronic Fire Danger Rating Signs x 3	15,750	0	0	15,750	0	0	0		
Natural Resource Recovery Program	7,039	79,367	0	86,406	0	0	0		
Reimbursements & Recoveries	0	0	0	0	196,359	62,492	91,801		
Donations	0	0	0	0	1,000	0	0		
Thank a Volunteers grant	0	1,000	0	1,000	1,000	0	0		
	161,359	113,367	(90,178)	184,548	1,020,721	572,972	693,727		

14 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

	Capital grant/contribution liabilities				cont	Capital grants, subsidies and contributions revenue			
		Increase in	Decrease in	Current	Adopted		YTD		
	Liability	Liability	Liability	Liability	Budget	YTD	Revenue		
Provider	1 July 2024		(As revenue)		Revenue	Budget	Actual		
Caultal amounts and subsidies	\$	\$	\$	\$	\$	\$	\$		
Capital grants and subsidies	47.007	0		47.007	0	0	0		
Bridgeworks - Special Projects Grant Social Housing Economic Recovery Package Grant	17,007		(224,222)	,	-	0	0		
	270,753	0	(221,030)		286,929	221,000	221,030		
VC Mitchell Park (Government Grant)	156,346		0	,	156,346	0	0		
LRCI Grant Income - Donnybrook Recreation Centre	29,028	0	(29,028)		88,255	29,030	29,029		
Blackspot	48,665	0	0	,	407,267	0	0		
Commodity Route Funding	0	0	0	_	275,000	0	0		
LGGC Special Projects Bridges	560,000	0	0	,	564,667	0	0		
MRWA Special Project Bridges	0	0	0		659,784	0			
Regional Road Group	5,382	446,000	0	,	944,000	66,825	66,825		
Roads to Recovery	0	0	0		725,000	0	0		
VC Mitchell - Talison	2,528,038	0	0	_,,	2,841,988	0	0		
LRCI Grant Income - Balingup Recreation Centre	0	0	0	-	10,000	0	0		
LRCI Grant Income - Public Halls	0	0	0		209,487	0	0		
LRCI Grant Income - Public Conveniences	0	0	0	0	6,175	0	0		
Department of Water & Environment - E-Waste storage shed	0	0	0	0	64,003	0	0		
Department of Transport - Preston Loop Pathway	0	42,500	0	42,500	82,500	0	0		
	3,615,219	488,500	(250,058)	3,853,661	7,321,401	316,855	316,884		
Capital contributions									
CTW0001 Contribution to works - Palmer St	1,500	0	0	1,500	0	0	0		
CTW0007 Contribution to works - Palmer St	1,500	0	0	1,500	0	0	0		
CTW0011 Contribution to works - Palmer St	1,500	0	0	1,500	0	0	0		
CTW0022 Contribution to works - Drainage - Victoria Pde	12,889	0	0	12,889	0	0	0		
CTW0023 Contribution to works - Pathway - Victoria Pde	11,900	0	0	11,900	0	0	0		
CTW0025 Contribution to works - Donnybrook CBD Upgrades	13,175	0	0	13,175	0	0	0		
CTW0026 Contribution to works - Drainage - Ecclestone St Fairway	37,286	0	0	37,286	0	0	0		
CTW0027 Contribution to works - Palmer St (09/10)	3,000	0	0	3,000	0	0	0		
CTW0031 Contribution to works - Mitchell & Grimwade Rd	24,444	0	0	24,444	0	0	0		
CTW0032 Contribution to works - Palmer/Smith St	3,051	0	0	3,051	0	0	0		
CTW0034 Contribution to works - Carey St	3,014	0	0	3,014	0	0	0		
CTW0035 Contribution to works - Hunter St	6,028	0	0	6,028	0	0	0		
CTW0036 Contribution to works - Drainage - Bentley St	49,716	0	0	49,716	0	0	0		
CTW0041 Contribution to works - Bridge & Palmer St	3,050	0	0	3,050	0	0	0		
CTW0047 Contribution to works - Chapman St	3,477	0	0	3,477	0	0	0		
CTW0048 Contribution to works - Footpath Fleet St	1,509	0	0	1,509	0	0	0		
CTW0049 Contribution to works - Mead St	18,084	0	0		0	0	0		
CTW0053 Contribution to works - Tuia Lodge Extension	264.895	0	(264,895)		0	0	0		
Contribution to works - Montgomery Road	0	0	(=0.,000)		18.000	0	0		
CTW0056 Contribution to works - Johnston Street Yabberup[0	45,455	0	-	50,000	0	0		
Contribution to works - Bond, Fleet and Victoria Parade	0	0	0	-,	26,298	0	0		
VC Mitchell contributions	0	0	0		160,000	0	0		
. S OUTBINGHOUS	460,018	45,455	(264,895)	_	254,298	0	0		
TOTALS	4,075,237	533.955	(514,953)	4,094,239	7,575,699	316.855	316.884		
TOTALO	7,010,201	555,555	(517,333)	7,007,200	1,010,033	310,000	010,004		

SHIRE OF DONNYBROOK-BALINGUP SUPPLEMENTARY INFORMATION FOR THE PERIOD ENDED 30 NOVEMBER 2024

15 BUDGET AMENDMENTS

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

				Increase in	Decrease in	Amended
	Council		Non Cash	Available	Available	Budget Running
Description	Resolution	Classification	Adjustment	Cash	Cash	Balance
			\$	\$	\$	\$
Budget adoption						0
J513 - Irishtown Road Bridge	174/10-24	Operating expenses			(340,000)	(340,000)
J518 - Irishtown Road Bridge - design & planning	174/10-24	Operating expenses			(200,000)	(540,000)
9032 - ICT Disaster - consultants	185/10-24	Operating expenses			(7,800)	(547,800)
2512 - Network switch	185/10-24	Capital expenses		7,800		(540,000)
2062 - BGTP subscription	191/10-24	Operating expenses			(20,000)	(560,000)
B396 - E-Waste storage shed	206/11-24	Capital expenses			(70,003)	(630,003)
1111 - Dep of Water & Environment	206/11-24	Operating revenue		64,003		(566,000)
Res 4721 - Waste management reserve	206/11-24	Reserve		6,000		(560,000)
9092 - Thank a Volunteer	209/11-24	Operating expenses			(1,000)	(561,000)
4962 - Education & Welfare grants	209/11-24	Operating revenue		1,000		(560,000)
4004 - Air conditioner Bendigo Bank	215/11-24	Capital expenses			(10,000)	(570,000)
Res 4761 - Building reserve	215/11-24	Reserve		10,000		(560,000)
C2401- Cundinup Kirup Road	217/11-24	Capital expenses			(156,000)	(716,000)
3291 - Regional Road Group grants	217/11-24	Operating revenue		104,000		(612,000)
C2408 - Greenbushes Grimwade Road	217/11-24	Capital expenses		52,000		(560,000)
			0	244,803	(804,803)	(560,000)

SHIRE OF DONNYBROOK-BALINGUP SUPPLEMENTARY INFORMATION FOR THE PERIOD ENDED 30 NOVEMBER 2024

16 TRUST FUND

Funds held at balance date which are required by legislation to be credited to the trust fund and which are not included in the financial statements are as follows:

	Opening Balance	Amount	Amount	Closing Balance
Description	1 July 2024	Received	Paid	30 November 2024
	\$	\$	\$	\$
Cash in Lieu of Public Open Space Funds	56,967	0	0	56,967
	56,967	0	0	56,967

SHIRE OF DONNYBROOK-BALINGUP

MONTHLY FINANCIAL REPORT

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

For the period ended 31 December 2024

LOCAL GOVERNMENT ACT 1995 LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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SHIRE OF DONNYBROOK-BALINGUP STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 DECEMBER 2024

FOR THE PERIOD ENDED 31 DECEMBER 2024		Amended	YTD				
		Budget	Budget	YTD	Variance*	Variance*	
		Estimates	Estimates	Actual	\$	%	Var.
	Note	(a)	(b)	(c)	(c) - (b)	((c) - (b))/(b)	·ui.
	Note	\$	\$	\$	\$	((C) - (D))/(D) %	
OPERATING ACTIVITIES		Ψ	Ψ	Ψ	Ψ	70	
Revenue from operating activities		7 0 4 0 0 4 0	7.005.047	- 000 -40	4.000	0.050/	
General rates		7,840,319	7,835,317	7,839,519	4,202	0.05%	
Grants, subsidies and contributions		1,518,470	590,722	761,844	171,122	28.97%	A
Fees and charges		2,453,618	1,779,020	1,790,365	11,345	0.64%	A
Interest revenue		433,000	209,540	181,490	(28,050)	(13.39%)	\blacksquare
Other revenue		0	0	1,311	1,311	0.00%	
Profit on asset disposals		0	0	31.032	31.032	100.00%	A
·		12,245,407	10,414,599	10,605,561	190,962	1.83%	
Expenditure from operating activities		,,	,,	,,	,		
Employee costs		(6,080,123)	(3,219,429)	(3,465,803)	(246,374)	(7.65%)	_
							•
Materials and contracts		(6,048,488)			6,176	0.24%	
Utility charges		(466,418)	(233,040)	(192,787)	40,253	17.27%	_
Depreciation		(7,504,630)	(3,752,245)		(4,386)	(0.12%)	
Finance costs		(158,763)	(42,999)	(39,565)	3,434	7.99%	
Insurance		(497,538)	(497,162)	(489,266)	7,896	1.59%	
Other expenditure		(130,600)	(65,281)	(66,859)	(1,578)	(2.42%)	
Loss on asset disposals		Ó	Ó	(130,598)	(130,598)	0.00%	
		(20 886 560)		(10,741,531)	(325,177)	(3.12%)	
		(=0,000,000)	(10,110,001,	(,,,	(020,,	(0.1270)	
Non cash amounts excluded from operating activities	2(c)	7.504.630	3.752.245	3.856.197	103.952	2.77%	A
Amount attributable to operating activities	2(0)	(1,136,523)	3,750,490	3,720,227	(30,263)	(0.81%)	-
Amount attributable to operating activities		(1,136,523)	3,750,490	3,720,227	(30,203)	(0.61%)	
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions		7,766,713	2,239,355	2,242,545	3,190	0.14%	
Proceeds from disposal of assets		272,346	148,761	149,096	335	0.23%	
Proceeds from financial assets at amortised cost - self supporting loans		10,196	5,063	5,063	0	0.00%	
Proceeds from financial assets at amortised cost - commercial loans		13.333	6.667	6,667	0	0.00%	
Proceeds from financial assets at amortised cost - other		5,200	2,600	2,600	0	0.00%	
Trooped from mandal accord at amoracoa cost. Carol		8,067,788	2,402,446	2,405,971	3,525	0.15%	
Outflows from investing activities		0,001,100	2,402,440	2,400,011	0,020	0.1070	
		(0.704.050)	(5.040.055)	(5.470.750)	338.097	5.81%	
Payments for property, plant and equipment		(8,784,256)	(5,816,855)				•
Payments for construction of infrastructure		(5,429,625)	(672,016)	(423,997)	248,019	36.91%	
		(14,213,881)	(6,488,871)	(5,902,755)	586,116	9.03%	
Amount attributable to investing activities		(6,146,093)	(4,086,425)	(3,496,784)	589,641	14.43%	
FINANCING ACTIVITIES							
Inflows from financing activities							
Transfer from reserves		5,821,901	3,423,630	3.423.630	0	0.00%	
Transfer from reserves		5,821,901	3,423,630	3,423,630	0	0.00%	
Outflows from financing activities		3,021,301	3,423,030	3,423,030	U	0.0070	
		(55.045)	(47.400)	(47.400)	0	0.000/	
Payments for principal portion of lease liabilities		(55,345)	(17,128)	(17,128)		0.00%	
Repayment of borrowings		(141,031)	(69,781)	(69,781)	0	0.00%	
Transfer to reserves		(1,155,865)	(66,032)	(66,032)	0	0.00%	
		(1,352,241)	(152,941)	(152,941)	0	0.00%	
Amount attributable to financing activities		4,469,660	3,270,689	3,270,689	0	0.00%	
•							
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus or deficit at the start of the financial year	2(a)	2,252,957	2,252,957	2,331,339	78,382	3.48%	A
Amount attributable to operating activities	_(u)	(1,136,523)		3,720,227	(30,263)	(0.81%)	-
					589,641	14.43%	X
Amount attributable to investing activities		(6,146,093)					_
Amount attributable to financing activities		4,469,660	3,270,689		0	0.00%	
Surplus or deficit after imposition of general rates		(560,000)	5,187,711	5,825,475	637,764	12.29%	_

Amended

VTD

KEY INFORMATION

- Net Information

 Indicates a variance between Year to Date (YTD) Budget and YTD Actual data outside the adopted materiality threshold.

 Indicates a variance with a positive impact on the financial position.

 Indicates a variance with a negative impact on the financial position.

 Refer to Note 3 for an explanation of the reasons for the variance.

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

SHIRE OF DONNYBROOK-BALINGUP STATEMENT OF FINANCIAL POSITION FOR THE PERIOD ENDED 31 DECEMBER 2024

	Actual 30 June 2024	Actual as at 31 December 2024
OURDENT ASSETS	\$	\$
Coch and each equivalents	12,842,829	11 565 105
Cash and cash equivalents Trade and other receivables	4,638,906	11,565,405 2,905,565
Other financial assets	23,529	11,799
Inventories	167,983	146,670
Other assets	345,342	83,716
TOTAL CURRENT ASSETS	18,018,589	14,713,155
NON-CURRENT ASSETS		
Trade and other receivables	218,267	218,267
Other financial assets	207,363	207,363
Inventories	1,973,769	1,973,769
Other assets Property, plant and equipment	600,186 47,854,189	600,186 52,290,588
Infrastructure	158,383,251	155,880,613
Intangible assets	468,018	431,720
TOTAL NON-CURRENT ASSETS	209,705,043	211,602,506
TOTAL ASSETS	227,723,632	226,315,661
CURRENT LIABILITIES		
Trade and other payables	2,664,213	963,536
Other liabilities	4,245,811	2,516,248
Lease liabilities	25,345	8,217
Borrowings	141,031	71,250
Employee related provisions	970,724	970,724
TOTAL CURRENT LIABILITIES	8,047,124	4,529,975
NON-CURRENT LIABILITIES		
Other liabilities	3,878,500	3,878,500
Lease liabilities	40,153	40,153
Borrowings	2,979,767	2,979,767
Employee related provisions	126,793	126,793
Other provisions TOTAL NON-CURRENT LIABILITIES	2,098,612 9,123,825	2,098,612 9,123,825
TOTAL LIABILITIES	17,170,949	13,653,800
NET ASSETS	210,552,683	212,661,861
EQUITY		
Retained surplus	29,828,319	35,295,093
Reserve accounts	7,800,473	4,442,876
Revaluation surplus	172,923,891	172,923,892
TOTAL EQUITY	210,552,683	212,661,861

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

SHIRE OF DONNYBROOK-BALINGUP NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 DECEMBER 2024

1 BASIS OF PREPARATION AND MATERIAL ACCOUNTING POLICIES

BASIS OF PREPARATION

This prescribed financial report has 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 where no inconsistencies exist.

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.

Local Government (Financial Management) Regulations 1996, regulation 34 prescribes contents of the financial report. Supplementary information does not form part of the financial report.

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 31 December 2024

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.

All monies held in the Trust Fund are excluded from the financial statements.

MATERIAL ACCOUNTING POLICES

Material accounting policies utilised in the preparation of these statements are as described within the 2024-25 Annual Budget. Please refer to the adopted budget document for details of these policies.

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 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
 - Infrastructure
- Impairment losses of non-financial assets
- Expected credit losses on financial assets
- · Assets held for sale
- · Investment property
- Estimated useful life of intangible assets
- Measurement of employee benefits
- · Measurement of provisions
- Estimation uncertainties and judgements made in relation to lease

SHIRE OF DONNYBROOK-BALINGUP NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 DECEMBER 2024

2 NET CURRENT ASSETS INFORMATION

		Budget	Actual	Actual
(a) Net current assets used in the Statement of Financial Activity		Opening	as at	as at
	Note	1 July 2024	30 June 2024	31 December 2024
Current assets	_	\$	\$	\$
Cash and cash equivalents		12,906,039	12,842,829	11,565,405
Trade and other receivables		4,645,391	4,638,906	2,905,565
Other financial assets		52,184	23,529	11,799
Inventories		167,983	167,983	146,670
Contract assets		283,417	0	0
Other assets		0	345,342	83,716
		18,055,014	18,018,589	
Less: current liabilities				
Trade and other payables		(2,055,176)	(2,664,213)	(963,536)
Other liabilities		(4,975,684)	(4,245,811)	(2,516,248)
Lease liabilities		(57,720)	(25,345)	(8,217)
Borrowings		(141,031)	(141,031)	(71,250)
Employee related provisions		(970,724)	(970,724)	` '
	-	(8,200,335)	(8,047,124)	
Net current assets		9,854,679	9,971,465	,
Less: Total adjustments to net current assets	2(b)	(7,601,722)	(7,640,126)	(4,357,707)
Closing funding surplus / (deficit)		2,252,957	2,331,339	5,825,475
(b) Current assets and liabilities excluded from budgeted deficiency				
Adjustments to net current assets				
Less: Cash - Restricted Reserves		(7,800,473)	(7,800,473)	(4,442,875)
Less: Financial assets at amortised cost - self supporting loans		0	(23,529)	(11,799)
Add: Current liabilities not expected to be cleared at the end of the year				
- Current portion of lease liabilities		57,720	25,345	8,217
- Current portion of borrowings		141,031	141,031	
 Current portion of employee benefit provisions held in reserve 	_	0	17,500	17,500
Total adjustments to net current assets	2(a)	(7,601,722)	(7,640,126)	(4,357,707)
		Adopted	YTD	
		Budget	Budget	YTD
		Estimates	Estimates 31 December	Actual
		30 June 2025	2024	31 December 2024
(c) Non-cash amounts excluded from operating activities		\$	\$	\$
Adjustments to operating activities				
Less: Profit on asset disposals		0	0	(31,032)
Add: Loss on asset disposals		0	0	\ ' '
		7,504,630	3,752,245	.00,000
Add: Depreciation	_	7,304,030	3,132,245	3,730,031

Budget

7,504,630

3,752,245

Actual

Actual

CURRENT AND NON-CURRENT CLASSIFICATION

Total non-cash amounts excluded from operating activities

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 local governments' operational cycle.

3,856,197

3 EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially.

The proposed material variance to be adopted by Council for the 2024-25 year is \$10,000

Description	Var. \$	Var. %	
Revenue from operating activities	\$	%	
Grants, subsidies and contributions	171,122	28.97%	
Income in the following areas greater than estimated:			
Bushfire Mitigation grant \$130,054, offset by expenditure			
Diesel fuel rebate \$12,733		Permanent	
Preston Village reimbursements \$18,105 Workers compensation and insurance claims reimbursements \$30,514			
Income in the following areas less than estimated:		-	
Commercial property leases \$11,161		Timing	
Balance relates to timing of other minor income.			
Fees and charges	11,345	0.64%	•
Income in the following areas greater than estimated:	11,343	0.04 /6	
Planning and development \$13,391			
Building licences \$10,792		Timing	
Income in the following areas less than estimated:			
Standpipe water \$13,247			
Balance relate to timing of various other fees and charges.			
Interest revenue	(28,050)	(13.39%)	\blacksquare
Variance due to Municipal interest \$33,502 less than estimated at this time.		Timing	
Balance relates to reserves interest greater than estimated.			
Profit on asset disposals	31,032	100.00%	•
Asset disposals greater than estimated. Non-cash adjustment to be amended at	0.,002		
budget review.		Permanent	
Fune additions from an authorities			
Expenditure from operating activities Employee costs	(246,374)	(7.65%)	_
Employee costs Expenditure in the following areas are greater than estimated:	(240,374)	(7.05/0)	•
23-24 Bushfire Mitigation \$33,151, offset by grant income			
Staff resignations \$99,504			
Workers compensation claims \$66,273 and Irish Town bridge insurance claims		Permanent	
\$56,920, offset by reimbursements			
Economic Services \$14,854 Staff leave \$24,896			
Expenditure in the following areas less than estimated:			
Communities amenities \$35,599		Time in a	
Recreation & Culture \$23,508		Timing	
Capital projects \$33,071			
Balance relates to overhead recovery, to be monitored.			
Utility charges	40,253	17.27%	•
Variance due to timing of utilities accounts being received for various shire	.0,200		
building and reserves.		Timing	
Non-cools are surely and all forms are surely as a still date.	402.052	2.770/	
Non cash amounts excluded from operating activities Depreciation \$4,386 greater than estimated at this time.	103,952	2.77% Timing	
Disposal of assets \$99,566.		Permanent	
, , , , , , , , , , , , , , , , , , , ,			
Outflows from investing activities			
Payments for property, plant and equipment	338,097	5.81%	A
Expenditure in the following areas are less than estimated: Public Halls \$17,462			
Housing \$49,440			
VC Mitchell \$239,951		Timing	
SHERP buildings \$25,495			
Please refer to note 5 for further details.			
Payments for construction of infrastructure	248,019	36.91%	•
Expenditure in the following areas are greater than estimated:	240,013		
Upper Capel Road bridge \$28,439		Permanent	
Greenbushes Grimwade Road \$121,618		Timing	
Expenditure in the following areas are less than estimated:			
South Hampton Road \$104,525		Timing	
Balingup Nannup Road \$315,367 Please refer to note 5 for further details.			
riease reier to note 3 for further details.			

SHIRE OF DONNYBROOK-BALINGUP SUPPLEMENTARY INFORMATION TABLE OF CONTENTS

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BASIS OF PREPARATION - SUPPLEMENTARY INFORMATION

Supplementary information is presented for information purposes. The information does not comply with the disclosure requirements of the Australian Accounting Standards.

1 KEY INFORMATION

Funding Surplus or Deficit Components

	Funding sur	olus / (defic	it)	
	Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$2.25 M	\$2.25 M	\$2.33 M	\$0.08 M
Closing	(\$0.56 M)	\$5.19 M	\$5.83 M	\$0.64 M
Refer to Statement of Financial Act	ivitv			

Cash and ca	ash equiv	alents	
	\$11.57 M	% of total	
Unrestricted Cash	\$7.12 M	61.6%	Trade Payables
Restricted Cash	\$4.44 M	38.4%	0 to 30 Days
			Over 30 Days
			Over 90 Days
Refer to 3 - Cash and Fina	ancial Assets		Refer to 9 - Payables

R	eceivable	es es
	\$0.33 M	% Collected
Rates Receivable	\$2.57 M	73.3%
Trade Receivable	\$0.33 M	% Outstanding
Over 30 Days		4.9%
Over 90 Days		1.6%
Refer to 7 - Receivables		

Key Operating Activities

Payables \$0.96 M

\$0.46 M

% Outstanding

98.2% 1.7% 0.0%

Amount attri	butable to	operatin	g activities
Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$1.14 M)	\$3.75 M	\$3.72 M	(\$0.03 M)
Refer to Statement of Fin	ancial Activity		

tes Revei	nue
\$7.84 M	% Variance
\$7.84 M	0.1%
	• -

Grants and Contributions YTD Actual \$0.76 M % Variance YTD Budget \$0.59 M 29.0%

Refer to 13 - Grants and Contributions

Fees and Charges							
YTD Actual	\$1.79 M	% Variance					
YTD Budget	\$1.78 M	0.6%					
Refer to Statement of Fir	nancial Activity						

Key Investing Activities

Amount attr	ibutable t	o investing	g activities
Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$6.15 M)	(\$4.09 M)	(\$3.50 M)	\$0.59 M
Refer to Statement of Fir	nancial Activity		

Dona		1-						
Pro	Proceeds on sale							
YTD Actual	\$0.15 M	%						
Budget	\$0.27 M	(45.3%)						
Refer to 6 - Disposal of Assets								

Asset Acquisition									
YTD Actual \$0.42 M % Spent									
Budget	\$5.43 M	(92.2%)							
efer to 5 - Capital Acquisitions									

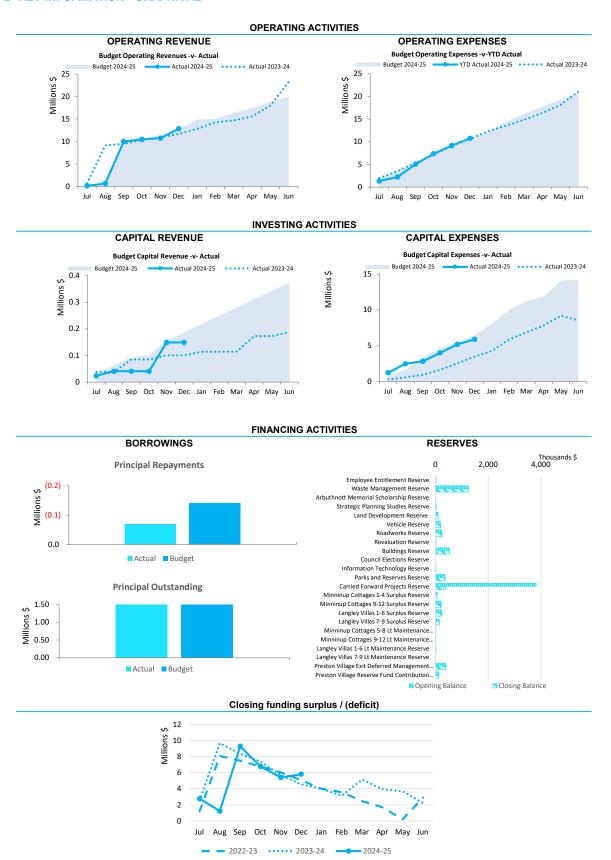
C	apital Gran	nts					
YTD Actual	\$2.24 M	% Received					
Budget	\$7.77 M	(71.1%)					
Refer to 5 - Capital Acquisitions							

Key Financing Activities

Amount	attributable	to financing	activities
Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$4.47 N	• -	\$3.27 M	\$0.00 M
Refer to Stateme	nt of Financial Activity		

E	Borrowings	Res	erves	Lea	ase Liability
Principal repayments	(\$0.07 M)	Reserves balance \$4.	.44 M	Principal repayments	(\$0.02 M)
Interest expense	(\$0.08 M)	Net Movement (\$3	.36 M)	Interest expense	(\$0.00 M)
Principal due	\$3.05 M			Principal due	\$0.05 M
Refer to 10 - Borrowings		Refer to 4 - Cash Reserves		Refer to Note 11 - Lease Li	abilites

2 KEY INFORMATION - GRAPHICAL



This information is to be read in conjunction with the accompanying Financial Statements and Notes.

3 CASH AND FINANCIAL ASSETS AT AMORTISED COST

							Interest	Maturity
			Reserve					
Description	Classification	Unrestricted	Accounts	Total	Trust	Institution	Rate	Date
		\$	\$	\$	\$			
Floats/Petty Cash on Hand	Cash and cash equivalents	1,010	0	1,010	0		NIL	On hand
Municipal Bank Account	Cash and cash equivalents	574,676	0	574,676	0	Bank	Variable	Cheque Acc.
WA Treasury	Cash and cash equivalents	17,245	0	17,245	0	Bank	4.39%	At Call
Bendigo Bank TD	Cash and cash equivalents	1,007,184	0	1,007,184	0	Bank	4.37%	01/2025
Bendigo Bank TD	Cash and cash equivalents	2,000,000	0	2,000,000	0	Bank	4.90%	01/2025
Bendigo Bank TD	Cash and cash equivalents	1,018,914	0	1,018,914	0	Bank	4.85%	02/2025
Bendigo Bank TD	Cash and cash equivalents	500,000	0	500,000	0	Bank	4.90%	02/2024
Bendigo Bank TD	Cash and cash equivalents	1,000,000	0	1,000,000	0	Bank	4.42%	01/2025
Bendigo Bank TD	Cash and cash equivalents	1,003,501	0	1,003,501	0	Bank	4.26%	12/2024
Reserve Bank Account	Cash and cash equivalents	0	137,478	137,478	0	Bank	Variable	Cheque Acc.
NAB Bank Reserve TD	Cash and cash equivalents	0	1,250,000	1,250,000	0	Bank	4.90%	12/2025
Bendigo Bank Reserve TD	Cash and cash equivalents	0	3,055,397	3,055,397	0	Bank	4.72%	01/2025
Trust Fund Cash at Bank	Cash and cash equivalents	0	0	0	56,967	Bank	Variable	Cheque Acc.
Total		7,122,530	4,442,875	11,565,405	56,967			
Comprising								
Cash and cash equivalents		7,122,530	4,442,875	11,565,405	56,967			
·		7,122,530	4,442,875	11,565,405	56,967			

KEY INFORMATION

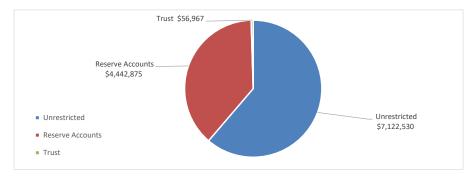
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of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

Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

The local government classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 8 - Other assets.



SHIRE OF DONNYBROOK-BALINGUP SUPPLEMENTARY INFORMATION FOR THE PERIOD ENDED 31 DECEMBER 2024

4 RESERVE ACCOUNTS

	Budget				Α	ctual		
	Opening	Transfers	Transfers	Closing	Opening	Transfers	Transfers	Closing
Reserve account name	Balance	In (+)	Out (-)	Balance	Balance	In (+)	Out (-)	Balance
	\$	\$	\$	\$	\$	\$	\$	\$
Reserve accounts restricted by Council								
Employee Entitlement Reserve	17,500	25,000	0	42,500	17,500	0	0	17,500
Waste Management Reserve	1,251,809	0	(206,000)	1,045,809	1,251,809	0	0	1,251,809
Arbuthnott Memorial Scholarship Reserve	2,685	0	(300)	2,385	2,685	0	0	2,685
Strategic Planning Studies Reserve	31,012	0	0	31,012	31,012	0	0	31,012
Land Development Reserve	100,271	0	(79,012)	21,259	100,271	0	0	100,271
Vehicle Reserve	185,556	520,000	(497,749)	207,807	185,557	14,304	0	199,861
Roadworks Reserve	234,001	43,750	(272,658)	5,093	234,001	14,304	0	248,305
Revaluation Reserve	20,000	40,000	0	60,000	20,000	0	0	20,000
Buildings Reserve	520,433	253,965	(488,526)	285,872	520,433	14,304	0	534,737
Council Elections Reserve	0	20,000	0	20,000	0	0	0	0
Information Technology Reserve	18,061	20,000	(38,061)	0	18,061	0	0	18,061
Parks and Reserves Reserve	359,280	223,750	(214,237)	368,793	359,280	14,304	0	373,584
Carried Forward Projects Reserve	3,819,935	0	(3,819,935)	0	3,819,934	0	(3,423,630)	396,304
Minninup Cottages 1-4 Surplus Reserve	67,987	0	(22,788)	45,199	67,987	0	0	67,987
Minninup Cottages 9-12 Surplus Reserve	221,388	0	(81,196)	140,192	221,388	0	0	221,388
Langley Villas 1-6 Surplus Reserve	243,439	0	(21,939)	221,500	243,439	0	0	243,439
Langley Villas 7-9 Surplus Reserve	146,755	0	0	146,755	146,755	0	0	146,755
Minninup Cottages 5-8 Lt Maintenance Reserve	11,669	0	0	11,669	11,669	0	0	11,669
Minninup Cottages 9-12 Lt Maintenance Reserve	10,628	0	0	10,628	10,628	0	0	10,628
Langley Villas 1-6 Lt Maintenance Reserve	21,023	0	0	21,023	21,023	0	0	21,023
Langley Villas 7-9 Lt Maintenance Reserve	7,200	0	0	7,200	7,200	0	0	7,200
Preston Village Exit Deferred Management Reserve	394,814	0	0	394,814	394,814	6,618	0	401,432
Preston Village Reserve Fund Contribution Reserve	115,027	0	(79,500)	35,527	115,027	2,197	0	117,224
Langley Villas 1-9 Long Term Maintenance Reserve	0	5,400	0	5,400	0	0	0	0
Minninup Cottages 5 12 Long Term Maintenance Reserve	0	4,000	0	4,000	0	0	0	0
	7,800,473	1,155,865	(5,821,901)	3,134,437	7,800,473	66,032	(3,423,630)	4,442,875

5 CAPITAL ACQUISITIONS

Capital acquisitions	Budget	YTD Budget	YTD Actual	YTD Variance
	\$	\$	\$	\$
Buildings - non-specialised	7,702,318	5,396,970	5,059,330	(337,640)
Furniture and equipment	141.243	16,660	19,064	2,404
Plant and equipment	940,695	403,225	400,365	
Acquisition of property, plant and equipment	8,784,256	5,816,855	5,478,758	(, ,
rioquiomon or proporty, pranti anta oquipmont	5,. 5 .,255	5,515,555	0, 0,. 00	(000,001)
Infrastructure - roads	3,658,464	612,430	326,871	(285,559)
Infrastructure - other	345,160	3,090	12,123	9,033
Infrastructure - footpaths	165,000	0	68	68
Infrastructure - bridges	1,261,000	56,496	84,935	28,439
Acquisition of infrastructure	5,429,625	672,016	423,997	(248,019)
Total of PPE and Infrastructure.	14,213,881	6,488,871	5,902,755	(586,116)
Total capital acquisitions	14,213,881	6,488,871	5,902,755	(586,116)
Capital Acquisitions Funded By:				
Capital grants and contributions	7,766,713	2,239,355	2,242,545	3,190
Lease liabilities	100,000	_,,_0	0	0
Other (disposals & C/Fwd)	272,346	148,761	149,096	335
Reserve accounts	•	,	•	
Waste Management Reserve	45,000	0	0	0
Land Development Reserve	79,012	0	0	0
Vehicle Reserve	497,749	0	0	0
Roadworks Reserve	272,658	0	0	0
Buildings Reserve	244,023	0	0	0
Information Technology Reserve	50,455	0	0	0
Parks and Reserves Reserve	104,039	0	0	0
Carried Forward Projects Reserve	3,819,935	3,423,630	3,423,630	0
Contribution - operations	961,951	677,125	87,484	, ,
Capital funding total	14,213,881	6,488,871	5,902,755	(586,116)

KEY INFORMATION

Initial recognition

An item of property, plant and equipment or infrastructure that qualifies for recognition as an asset is measured at its cost.

Upon initial recognition, cost is determined as the amount paid (or other consideration given) to acquire the assets, plus costs incidental to the 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. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition.

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 *Local Government (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.

Individual assets that are land, buildings and infrastructure acquired between scheduled revaluation dates of the asset class in accordance with the Shire's revaluation policy, are recognised at cost and disclosed as being at reportable value.

Measurement after recognition

Plant and equipment including furniture and equipment and right-of-use assets (other than vested improvements) are measured using the cost model as required under *Local Government (Financial Management) Regulation 17A(2)*. Assets held under the cost model are carried at cost less accumulated depreciation and any impairment losses being their reportable value.

Reportable Value

In accordance with *Local Government (Financial Management) Regulation 17A(2)*, the carrying amount of non-financial assets that are land and buildings classified as property, plant and equipment, investment properties, infrastructure or vested improvements that the local government controls.

Reportable value is for the purpose of *Local Government (Financial Management) Regulation 17A(4)* is the fair value of the asset at its last valuation date minus (to the extent applicable) the accumulated depreciation and any accumulated impairment losses in respect of the non-financial asset subsequent to its last valuation date.

5 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

Capital expenditure total Level of completion indicators



Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

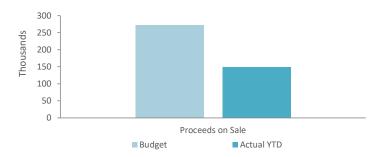
		Account Description	Budget	YTD Budget	YTD Actual	Variance (Under)/Over
	Capital Expenditure	·	\$	\$	\$	\$
	Buildings					
аſ	B163	Public Hall - Balingup (and Library)	21.000	0	0	0
4	B164	Public Hall - Kirup	84,000	0	0	0
All	B372	Public Hall - Brookhampton	78,350	0	975	(975)
4	B369	Public Hall - Yabberup (and Tennis Shed)	35,000	0	400	(400)
ď	B375	Community Centre & Infant Health Clinic - Donnybrook	86,154	0	300	(300)
аſ	B373	Community Resource Centre - Donnybrook	19,137	19,137	0	19,137
4	B153	Public Toilets - Balingup Village Green	6,175	6,175	0	6,175
Пh	B157	Public Toilets - Apex Park	48,967	0	0	0
ď	B379	Ablutions - Balingup Transit Park	27,548	0	0	0
d	B385	Minninup Cottages - Unit 1 -4	16,480	16,480	0	16,480
аſ	B368	Egan Park - Transit ablutions	0	0	1,633	(1,633)
ď	B386	Minninup Cottages - Unit 5 - 12	32,960	32,960	0	32,960
ď	B357	Minninup Cottages - Unit 1 -4 (SHERP)	2,813	2,813	7	2,806
	B358	Minninup Cottages - Unit 5 - 12 (SHERP)	13,041	13,041	10,235	2,806
	B359	Minninup Cottages 9-12	11,266	11,266	8,192	3,074
ď	B363	Minninup Cottages - Carports	702	702	0	702
	B360	Langley Villas 1-3	84,191	84,191	81,237	2,954
	B361	Langley Villas 4-6	38,400	38,400	35,593	2,807
	B362	Langley Villas 7-9	136,516	136,516	134,411	2,105
	B361A	Langley Villas 1-6 Reserve	22,981	22,981	21,600	1,381
	B362A	Langley Villas 7-9 Reserve	23,727	23,727	16,866	6,861
d	B392	Depot - Donnybrook	18,231	0	0	0
d	B394	Depot - Victory Lane	17,300	0	0	0
	B397	Balingup Recreation Centre	10,000	10,000	1,200	8,800
	7125	VC Mitchell Park - Pavillion	6,408,334	4,942,081	4,702,130	239,951
	B078	Donnybrook Recreation Centre	317,842	36,500	36,431	69
	B108	Administration Centre - Donnybrook	41,200	0	8,120	(8,120)
	B123	Council Chambers - (Church)	30,000	0	0	0
	B396	E-Waste storage shed - Balingup transfer station	70,003	0	0	0
			7,702,318	5,396,970	5,059,330	337,640
	Plant and Equipment					
	0434	Vehicles - Parks & Gardens	236,900	129,240	129,240	0
	0554	Vehicles - Administration	174,585	174,585	171,725	2,860
	3554	Purchase Plant & Equipment - Transport	478,950	99,400	99,400	0
d	4214	Vehicle - Works Supervisor	43,260	0	0	0
	2746	Fertiliser spreader - Parks & Gardens	7,000	0	0	0
			940,695	403,225	400,365	2,860

5 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

		Account Description	Budget	YTD Budget	YTD Actual	Variance (Under)/Over
	Capital Expen		\$	\$	\$	\$
	Furniture and	Equipment				
all.	2512	EDRMS Software	84,000	0	0	0
-dl	2512	Document migration to new EDRMS	20,000	0	0	0
-1	8974	Christmas Decorations	27,243	6,660	6,519	141
	4004	Air conditioner - Bendigo Bank	10,000	10,000	12,545	(2,545)
	_	· ·	141,243	16,660	19,064	(2,404)
		Out.				
-0	Infrastructure		400.000		•	•
	R188	Egan Park	103,000	0	0	0
all l	R189	Donnybrook Townsite (General)	6,180	3,090	0	3,090
all l	R190	Balingup Townsite (General)	10,000	0	0	0
all .	R191	Apple Funpark	5,305	0	0	0
4	R192	Trigwell Place / Apex Park	28,065	0	10,159	(10,159)
щ	R193	Trigwell Street Park	20,187	0	1,800	(1,800)
щ	R194	Donnybrook Arboretum	21,911	0	0	0
dl	R195	Balingup Cemetery	41,200	0	164	(164)
ď	R196	Upper Preston Cemetery	10,300	0	0	0
dh	R197	Balingup Skate Park	20,000	0	0	0
dh	R198	9791 South West Highway Donnybrook	79,012	0	0	0
			345,160	3,090	12,123	(9,033)
	Infrastructure	Bridge				
-dl	3275	Bridge # 3275 Upper Capel Road - Repairs	70,000	56,496	84,935	(28,439)
-41	B5185	Bridge #5185 Merrifield View		0 30,490	04,933	(20,439)
	B3617	•	417,000	0	0	0
	D3017	Bridge #3617 Bridge Street	774,000 1,261,000	56,496	84,935	(28,439)
-11	Infrastructure		405.000			(00)
	C2409	Preston River Path Loop	165,000	0	68	(68)
			165,000	0	68	(68)
	Infrastructure	- Roads				
	C1014	Johnston Street Yabberup	83,500	58,990	65,292	(6,302)
пIII	C1420	Preliminary Surveys & Designs / Permits	20,000	0	0	0
пП	C1607	Gravel Stockpile Development	100,000	0	1,076	(1,076)
аſ	C2210	Southampton Road	510,000	147,498	42,973	104,525
all	C2304	Montgomery Road	54,999	0	0	0
all	C2314	Balingup Nannup Road	804,697	271,970	13,565	258,405
Пh	C2315	Balingup Nannup Road (RRG)	175,000	65,204	8,242	56,962
All	C2401	Cundinup Kirup Road	756,000	0	0,2.2	0
-41	C2402	Jayes Road	320,000	0	3,900	(3,900)
4	C2403	Greenbushes-Grimwade Road	35,000	0	0,500	(0,500)
است آام	C2404	Forrest Road - Thompson Brook	75,000	0	0	0
, mil	C2405	Smith & Timms Road	270,000	0	0	0
	C2406	Airstrip Road	25,000	0	0	0
	C2407	Drainage upgrades - Bond, Fleet and Victoria Pde	68,768	68,768		(1,437)
	C2407 C2408	Greenbushes Grimwade Road upgrade	360,500	00,700	70,205	(1,437) (121,618)
	J2700	Crocinatines Chimwade Mad upgrade	3,658,464	612,430	121,618 326,871	285,559
					.,	
		Total Capital Acquisiti	ions 14,213,881	6,488,871	5,902,755	586,116

6 DISPOSAL OF ASSETS

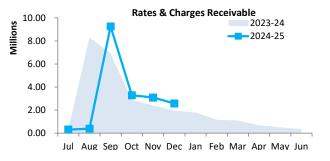
			1	Budget			Y	TD Actual	
Asset		Net Book				Net Book			
Ref.	Asset description	Value	Proceeds	Profit	(Loss)	Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	Buildings								
20237	VC Mitchell changerooms	0	0	0	0	88,288	0	0	(88,288)
	Plant and equipment								
61293	Toyota Prado - DB5	39,140	39,140	0	0	35,438	33,182	0	(2,256)
61297	Toyota Fortuner - DB009	25,750	25,750	0	0	23,288	25,909	2,621	0
61316	Mitsubishi Triton - DB112	20,600	20,600	0	0	0	0	0	0
61324	Mazda CX-8 - DB8250	25,235	25,235	0	0	35,837	29,545	0	(6,292)
61325	Kubota front mower - DB193	15,450	15,450	0	0	0	0	0	0
61254	Fuso cab truck - DB2134	20,000	20,000	0	0	23,287	20,000	0	(3,287)
61308	Kubota zero turn mower - DB898	10,300	10,300	0	0	0	0	0	0
P6292	Loadstar trailer - DB6292	2,575	2,575	0	0	0	0	0	0
61262	Caterpillar loader - DB1250	74,160	74,160	0	0	0	0	0	0
61251	Isuzu Truck - DB799	23,636	23,636	0	0	9,113	23,636	14,523	0
61221	Bogie semi trailer	15,000	15,000	0	0	2,936	16,824	13,888	0
P6008	Loadstar trailer - DB6008	500	500	0	0	0	0	0	0
	Infrastructure - Other								
859	VC Mitchell park drinking fountain	0	0	0	0	4,908	0	0	(4,908)
20271	VC Mitchell lighting towers x 4	0	0	0	0	20,547	0	0	(20,547)
20272	VC Mitchell lighting towers x 2	0	0	0	0	3,648	0	0	(3,648)
20274	VC Mitchell dugouts	0	0	0	0	1,372	0	0	(1,372)
	-	272,346	272,346	0	0	248,662	149,096	31,032	(130,598)



7 RECEIVABLES

Rates & charges receivable				
Opening arrears previous year				
Levied this year				
Less - collections to date				
Net rates collectable				
% Collected				

30 Jun 2024	31 Dec 2024
\$	\$
260,641	370,380
8,480,631	9,258,817
(8,370,892)	(7,054,722)
370,380	2,574,475
95.8%	73.3%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(6,201)	237,932	6,438	1,748	3,998	243,915
Percentage	(2.5%)	97.5%	2.6%	0.7%	1.6%	
Balance per trial balance						
Trade receivables						243,915
Other receivables						2,600
GST receivable						84,575
Total receivables general outstanding						331,090
						,

Amounts shown above include GST (where applicable)

KEY INFORMATION

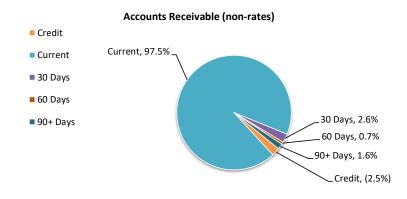
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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 DONNYBROOK-BALINGUP SUPPLEMENTARY INFORMATION FOR THE PERIOD ENDED 31 DECEMBER 2024

8 OTHER CURRENT ASSETS

Other current assets	Opening Balance 1 July 2024	Asset Increase	Asset Reduction 31	Closing Balance December 202
	\$	\$	\$	\$
Other financial assets at amortised cost	·	·	·	·
Financial assets at amortised cost - self supporting loans	10,196	0	(5,064)	5,132
Financial assets at amortised cost - commercial loans	13,333	0	(6,666)	6,667
Inventory				
Stock on hand	167,983	0	(21,313)	146,670
Other assets				
Accrued income	61,925	0	(61,925)	0
Contract assets	283,417	0	(199,701)	83,716
Total other current assets Amounts shown above include GST (where applicable)	536,854	0	(294,669)	242,185

KEY INFORMATION

Other financial assets at amortised cost

The Shire classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

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.

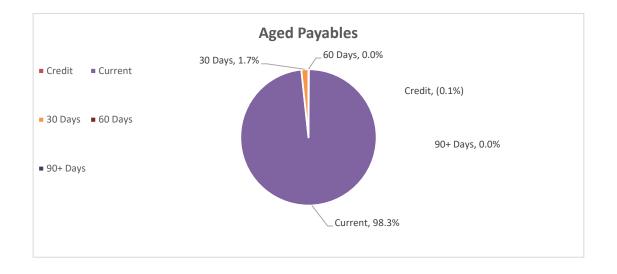
9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	(458)	450,555	7,967	0	220	458,284
Percentage	(0.1%)	98.3%	1.7%	0.0%	0.0%	
Balance per trial balance						
Sundry creditors						458,284
Other payables						50,000
Prepaid rates						116,924
Bonds and deposits held						338,328
Total payables general outstanding						963,536
Amounts shown above include GST (w	here 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.



10 BORROWINGS

Repayments - borrowings

					Princ	cipal	Princ	ipal	Inte	rest
Information on borrowings			New L	oans	Repay	ments	Outsta	nding	Repay	ments
Particulars	Loan No.	1 July 2024	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Dental Surgery Extensions	74	14,715	0	0	(7,252)	(14,715)	7,463	0	(429)	(646)
Tuia Lodge Fire Supression System	93	180,064	0	0	(14,364)	(28,842)	165,700	151,222	(1,422)	(2,732)
VC Mitchell Park	94	2,900,000	0	0	(43,102)	(87,278)	2,856,898	2,812,722	(74,263)	(145,455)
		3,094,779	0	0	(64,718)	(130,835)	3,030,061	2,963,944	(76,114)	(148,833)
Self supporting loans										
Donnybrook Country Club	90	26,019	0	0	(5,063)	(10,196)	20,956	15,823	(356)	(644)
		26,019	0	0	(5,063)	(10,196)	20,956	15,823	(356)	(644)
Total		3,120,798	0	0	(69,781)	(141,031)	3,051,017	2,979,767	(76,470)	(149,477)
Current borrowings		141,031					71,250			
Non-current borrowings		2,979,767					2,979,767			
		3,120,798					3,051,017			

All debenture repayments were financed by general purpose revenue. Self supporting loans are financed by repayments from third parties.

KEY INFORMATION

The Shire has elected to recognise borrowing costs as an expense when incurred regardless of how the borrowings are applied.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature.

11 LEASE LIABILITIES

Movement in carrying amounts

					Pri	ncipal	Prir	ncipal	Int	erest
Information on leases			New	Leases	Repa	yments	Outst	anding	Repa	yments
Particulars	Lease No.	1 July 2024	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Laptops	New	0	0	100,000	0	(30,000)	0	70,000	0	(7,000)
Network Switches	214-0439437001	8,253	0	0	(3,474)	(7,043)	4,779	1,210	(181)	(268)
Matrix Fitness Equipment	A6ZBG64105	57,245	0	0	(13,654)	(18,302)	43,591	38,943	(1,586)	(2,018)
Total		65,498	0	100,000	(17,128)	(55,345)	48,370	110,153	(1,767)	(9,286)
Current lease liabilities		25,345					8,217			
Non-current lease liabilities		40,153					40,153			
		65,498					48,370			

All lease repayments were financed by general purpose revenue.

KEY INFORMATION

At inception of a contract, the Shire assesses if the contract contains or is a lease. A contract is or contains a lease, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. At the commencement date, a right of use asset is recognised at cost and lease liability at the present value of the lease payments that are not paid at that date. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the Shire uses its incremental borrowing rate.

All contracts classified as short-term leases (i.e. a lease with a remaining term of 12 months or less) and leases of low value assets are recognised as an operating expense on a straight-line basis over the term of the lease.

Amounts shown above include GST (where applicable)

12 OTHER CURRENT LIABILITIES

Other current liabilities	Note	Opening Balance 1 July 2024 \$	Liability transferred from/(to) non current	Liability Increase \$	Liability Reduction \$	Closing Balance 31 December 2024
Other liabilities						
Contract liabilities		9,215	0	0	(9,215)	0
Capital grant/contributions liabilities		3,776,578	0	804,866	(2,305,774)	2,275,670
Contract liability - contribution to works		460,018	0	45,455	(264,895)	240,578
Total other liabilities		4,245,811	0	850,321	(2,579,884)	2,516,248
Employee Related Provisions						
Provision for annual leave		453,209	0	0	0	453,209
Provision for long service leave		517,515	0	0	0	517,515
Total Provisions		970,724	0	0	0	970,724
Total other current liabilities		5,216,535	0	850,321	(2,579,884)	3,486,972

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 13 and 14

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 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.

13 GRANTS, SUBSIDIES AND CONTRIBUTIONS

	Unspent grant, subsidies and contributions liability				Grants, subsidies and contributions revenue			
Providen	l iabilit.	Increase in Liability		Current Liability	Adopted	•		
Provider	Liability 1 July 2024	Liability	Liability (As revenue)	31 Dec 2024	Revenue	Budget	Revenue Actual	
	\$	\$	\$	\$	\$	\$	\$	
Grants and subsidies	•	•	•	•	•	•	•	
Grants - LGGC Financial Assistance Grants	0	0	0	0	189,906	94,952	94,953	
Grants - LGGC Local Road	0	0	0	0	77,754	38,876	,	
ESL Operating Grant - SES	0	0	0	0	19,940	9,970	7,858	
ESL Operating Grant - VBFB	0	0	0	0	240,160	120,080	117,670	
ESL Non-recurrent Grant - SES	0	0	0	0	0	0		
Attraction & retention of child care workers	0	25,000	0	25,000	25,000	5,000	0	
Bushfire Mitigation Grant	130,054	0	(130,054)		0	0	130,054	
Kidsport grant	0	0	Ó	0	500	500	909	
Biodiversity Management Program	8,516	0	0	8,516	0	0	0	
Youth Week Grant	0	3,000	0	3,000	3,000	0	0	
Bike rescue program	0	0	0	0	10,000	0	0	
Australia Day	0	8,000	0	8,000	10,000	3,000	0	
Main Roads Direct Grant	0	0	0	0	246,102	246,102	246,102	
Electronic Fire Danger Rating Signs x 3	15,750	0	0	15,750	0	0	0	
Natural Resource Recovery Program	7,039	79,367	0	86,406	0	0	0	
Reimbursements & Recoveries	0	0	0	0	196,359	70,742	120,042	
Donations	0	0	0	0	1,000	500	0	
Thank a Volunteers grant	0	1,000	0	1,000	1,000	1,000	0	
	161,359	116,367	(130,054)	147,672	1,020,721	590,722	761,844	
Contributions								
Insurance reimbursement - Irishtown Bridge	0	0	0	0	497.749	0	0	
insurance reimbursement - insutown bridge	0	0	0		497,749	0		
	U	U	U	U	497,749	U	U	
TOTALS	161,359	116,367	(130,054)	147,672	1,518,470	590,722	761,844	

14 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

		granivcontino	ution liabilities		CONT	ributions rev	enue
	•	Increase in	Decrease in	Current	Adopted		YTD
	Liability	Liability	Liability	Liability	Budget	YTD	Revenue
Provider	1 July 2024		(As revenue)	31 Dec 2024	Revenue	Budget	Actual
	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies	•		•			·	
Bridgeworks - Special Projects Grant	17,007	0	0	17,007	0	0	(
Social Housing Economic Recovery Package Grant	270,753	0	(262,284)	8,469	286.929	262,530	262,284
VC Mitchell Park (Government Grant)	156,346	0	0	156,346	156,346	0	(
LRCI Grant Income - Donnybrook Recreation Centre	29,028	0	(29,028)	0	88,255	29,000	29,028
Blackspot	48,665	0	(==;===)	48,665	407,267	0	
Commodity Route Funding	0	110,000	(81,078)	28,922	275,000	81,000	81,078
LGGC Special Projects Bridges	560,000	0	(0.,0.0)	560.000	564,667	0.,000	(
MRWA Special Project Bridges	0	0	0	000,000	814,434	0	· ·
Regional Road Group	5,382	336,000	0	341,382	944,000	66,825	66,825
Roads to Recovery	0,302	0.00,000	0	041,002	725,000	00,023	(00,020
VC Mitchell - Talison	2,528,038	0	(1,803,330)	724,708	2,641,988	1,800,000	1,803,330
LRCI Grant Income - Balingup Recreation Centre	2,326,036	0	(1,603,330)	724,708	10,000	1,000,000	1,000,000
LRCI Grant Income - Public Halls	0	0	0	0	209,487	0	(
LRCI Grant Income - Public Conveniences	0	0	0	0		0	(
Department of Water & Environment - E-Waste storage shed	0	0	0		6,175	0	(
	0	-	-	0	64,003	-	(
Department of Transport - Preston Loop Pathway		42,500	0		82,500	0	
VC Mitchell - changerooms	0	200,000	0		200,000	0	(
	3,615,219	688,500	(2,175,720)	2,127,999	7,476,051	2,239,355	2,242,545
Capital contributions CTW0001 Contribution to works - Palmer St	1,500	0	0	1,500	0	0	(
CTW0007 Contribution to works - Palmer St	1,500	0	0	1,500	0	0	(
CTW0011 Contribution to works - Palmer St	1,500	0	0	1,500	0	0	(
CTW0022 Contribution to works - Drainage - Victoria Pde	12,889	0	0	12,889	0	0	(
CTW0023 Contribution to works - Pathway - Victoria Pde	11,900	0	0	11,900	0	0	(
CTW0025 Contribution to works - Donnybrook CBD Upgrades	13,175	0	0	13,175	0	0	(
CTW0026 Contribution to works - Drainage - Ecclestone St Fairway	37,286	0	0	37,286	0	0	(
CTW0027 Contribution to works - Palmer St (09/10)	3,000	0	0	3,000	0	0	(
CTW0031 Contribution to works - Mitchell & Grimwade Rd	24,444	0	0	24,444	0	0	(
CTW0032 Contribution to works - Palmer/Smith St	3,051	0	0	3,051	0	0	(
CTW0034 Contribution to works - Carey St	3,014	0	0	3,014	0	0	(
CTW0035 Contribution to works - Hunter St	6,028	0	0	6,028	0	0	(
CTW0036 Contribution to works - Drainage - Bentley St	49,716	0	0	49,716	0	0	(
CTW0041 Contribution to works - Bridge & Palmer St	3,050	0	0	3,050	0	0	(
CTW0047 Contribution to works - Chapman St	3,477	0	0	3,477	0	0	(
CTW0048 Contribution to works - Footpath Fleet St	1,509	0	0	1,509	0	0	(
CTW0049 Contribution to works - Mead St	18,084	0	0	18,084	0	0	(
CTW0053 Contribution to works - Tuia Lodge Extension	264,895	0	(264,895)	0	0	0	(
Contribution to works - Montgomery Road	0	0	0	0	18,000	0	(
CTW0056 Contribution to works - Johnston Street Yabberup[0	45,455	0	45,455	50,000	0	(
Contribution to works - Bond, Fleet and Victoria Parade	0	0	0	0	26,298	0	(
VC Mitchell contributions	0	0	0	0	160,000	0	(
Contribution - Bridge 5224	0	0	0		36.364	0	(
_	460,018	45,455	(264,895)	240,578	290,662	0	Ò
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SHIRE OF DONNYBROOK-BALINGUP SUPPLEMENTARY INFORMATION FOR THE PERIOD ENDED 31 DECEMBER 2024

15 BUDGET AMENDMENTS

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

	Council		Non Cash	Increase in Available	Decrease in Available	Amended Budget Running
Description	Resolution	Classification	Adjustment	Cash	Cash	Balance
Budget adoption			Ф	\$	Þ	\$
J513 - Irishtown Road Bridge	174/10-24	Operating expenses			(340,000)	(340,000)
J518 - Irishtown Road Bridge - design & planning	174/10-24	Operating expenses			(200,000)	(540,000)
9032 - ICT Disaster - consultants	185/10-24	Operating expenses			(7,800)	(547,800)
2512 - Network switch	185/10-24	Capital expenses		7,800	(1,000)	(540,000)
2062 - BGTP subscription	191/10-24	Operating expenses		7,000	(20,000)	
B396 - E-Waste storage shed	206/11-24	Capital expenses			(70,003)	(630,003)
1111 - Dep of Water & Environment	206/11-24	Operating revenue		64,003	(. 0,000)	(566,000)
Res 4721 - Waste management reserve	206/11-24	Reserve		6,000		(560,000)
9092 - Thank a Volunteer	209/11-24	Operating expenses		-,	(1,000)	
4962 - Education & Welfare grants	209/11-24	Operating revenue		1,000	(, ,	(560,000)
4004 - Air conditioner Bendigo Bank	215/11-24	Capital expenses		,	(10,000)	(570,000)
Res 4761 - Building reserve	215/11-24	Reserve		10,000	(-,,	(560,000)
C2401- Cundinup Kirup Road	217/11-24	Capital expenses			(156,000)	(716,000)
3291 - Regional Road Group grants	217/11-24	Operating revenue		104,000	, , ,	(612,000)
C2408 - Greenbushes Grimwade Road	217/11-24	Capital expenses		52,000		(560,000)
B5224 - Emergency Bridge works	244/12-24	Operating expenses			(220,155)	, , ,
Res 4741 - Roadworks Reserve	244/12-24	Reserve		29,141	, ,	(751,014)
1063 - Main Roads contribution	244/12-24	Operating revenue		154,650		(596,364)
3191 - Bridge contribution	244/12-24	Operating revenue		36,364		(560,000)
J520 - Irishtown Road Bridge - repairs	244/12-24	Operating expenses			(497,749)	(1,057,749)
5403 - Insurance reimbursements	244/12-24	Operating revenue		497,749		(560,000)
		· ·				(560,000)
			0	962,707	(1,522,707)	(560,000)

SHIRE OF DONNYBROOK-BALINGUP SUPPLEMENTARY INFORMATION FOR THE PERIOD ENDED 31 DECEMBER 2024

16 TRUST FUND

Funds held at balance date which are required by legislation to be credited to the trust fund and which are not included in the financial statements are as follows:

Description	Opening Balance 1 July 2024	Amount Received	Amount Paid	Closing Balance 31 December 2024
	\$	\$	\$	\$
Cash in Lieu of Public Open Space Funds	56,967	0	0	56,967
	56,967	0	0	56,967



Licence VC Mitchell Park – Pavilion 1

Shire of Donnybrook Balingup

Donnybrook Football & Sporting Club Incorporated

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Details

Parties

Shire of Donnybrook-Balingup

of PO Box 94, Donnybrook, Western Australia 6239 (Licensor)

Donnybrook Football & Sporting Club Incorporated

Registration Number A0770198K of PO Box 117, Donnybrook, Western Australia 6239 (**Licensee**)

Background

- A The Licensor has the care, control and management of the Land pursuant to a management order.
- B The Licensor has agreed to licence and the Licensee has agreed to take a licence of the Licensed Premises upon the terms and conditions contained in this licence.

Agreed terms

1. Definitions

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

Agreed Hours means the times that the Licensee may utilise the Licensed Premises under the terms of this Licence, as specified in **Item 3** of the Schedule;

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

Centre means the centre or the building where the Licensed Premises are located;

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

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

Commencement Date means the date of commencement of the Term specified in **Item 6** of the Schedule;

Common Areas means all those parts of the Centre not exclusively leased or licensed to any tenant and intended for use by the tenants, licensees and/or users of the Centre and their respective invitees in common with each other including all parking areas, roads, walkways, kitchens, corridors, passageways, stairways, elevators, toilets and washrooms in on or about the centre and/or building;

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

CPI Review means the licence fee process described in clause 3.2;

Further Term means the further term (if any) specified in Item 5 of the Schedule;

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

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

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

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

Licence Fee means the Licence Fee specified in **Item 7** of the Schedule as varied from time to time under this Licence;

Licensed Premises means the premises described in Item 2 of the Schedule;

Licensee's Agents includes:

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

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

Licensee's Share means the proportion that the area of the Licensed Premises bears to the total area of other premises which enjoy or share a benefit resulting from the relevant Non-specific Outgoing and where relevant taking into account the type of outgoing, adjusted by the Licensor (acting reasonably) to take into account relative usage by each tenant or user enjoying that benefit;

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

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

Non-specific Outgoings means all costs the Licensor incurs in relation to the use, conduct, operation, repair and maintenance of the Land, the Centre and/or the Common Areas (whether or not by direct charge or assessment and determined by reference to the amounts paid by the Licensor or if payment has not then been made by reference to the relevant invoice, assessment or statement of liability received by the Licensor or, if none has been received, by reference to the relevant third party agreement which creates the Licensor's obligation to pay) including:

- rates or assessments or other fees payable to an authority (for example water rates, electricity, gas, sewerage);
- (b) costs relating to the provision of water, gas, electricity, telephone, power, and other services;
- (c) costs the Licensor incurs in the maintenance of and repairs to the Land and the Centre;
- (d) costs of operating, repairing, and servicing any mechanical services;
- (e) costs relating to cleaning, pest control, liquid removal, waste removal and fire prevention for the Land and the Centre;
- (f) costs of heating and air conditioning for the Land and the Centre (including costs of repairs and maintenance);

BUT does not include:

- (i) any costs due solely to the Licensee's use of the Licensed Premises;
- (ii) any costs due solely to any other tenant's use of its premises; and
- (iii) expenditure on capital account or of a capital nature;

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

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

Schedule means the Schedule to this Licence;

Term means the term of years specified in Item 4 of the Schedule and any Further Term; and

Termination means the date of:

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

Written Law includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority.

Grant of licence

2.1 Grant of licence

- (1) Subject to paragraph (2), the Licensor grants a licence to the Licensee to use the Licensed Premises for the Agreed Hours for the Term, on the terms and conditions provided for in this Licence.
- (2) This Licence is subject to and conditional on the approval of the Minister for Lands under the Land Administration Act 1997. The parties acknowledge that the Minister for Lands' consent to this Licence annexed hereto as **Annexure 2**.

2.2 Agreed Hours

- (1) The Licensee's use of the Licensed Premises is strictly limited to the Agreed Hours.
- (2) The Licensee may only use the Licensed Premises outside the Agreed Hours with the written consent of the Licensor, which consent shall be subject to the Licensee giving the Licensor seven (7) days written notification of such request and the Licensor having no existing commitment with any other licensee or person. The Licensor's normal hire fees may apply for such additional use; however, the Parties acknowledge and agree that terms and conditions of this Licence will apply to such additional use of the Licensed Premises.
- (3) If the Licensee uses the Licensed Premises outside of the Agreed Hours without the prior consent of the Licensor, the Licensor may issue the Licensee an invoice for such use in accordance with its normal fees and charges and the Licensee must pay such fee within 14 days of receipt.

3. Licence Fee and other Payments

3.1 Licence Fee

The Licensee covenants with the Licensor to pay to the Licensor the Licence Fee in the manner set out at **Item 7** of the Schedule on and from the Commencement Date clear of any deductions.

3.2 Licence Fee Review

The Licence Fee will be reviewed for each of the years of the Term (including any period of holding over) on the dates specified in **Item 10** of the Schedule. The reviewed Licence Fee will be determined by upon the basis of the minimum Gross Rental Value each financial year as adopted by the Licensor in its annual Budget.

3.3 Outgoings

- (1) The Licensee covenants with the Licensor to pay to the Licensor or to such person as the Licensor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Licensed Premises:
 - (a) auxiliary power supply and costs;
 - (b) consumables;
 - (c) charges for sewerage disposal;
 - (d) rubbish and recycling collection charges;
 - (e) telephone, electricity, gas and other power and light charges and including but not limited to meter rents and the cost of installation of any meter, wiring or connections AND where possible the Licensee shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Licensee; and
 - (f) excesses arising from the building insurance obtained by the Licensor in respect of the Licensed Premises.
 - (g) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Licensee's use and occupation of the Licensed Premises.
- (2) If the Licensed Premises are not separately charged or assessed the Licensee will pay to the Licensor a proportionate part of any charges or assessments referred to paragraph (1) above, being the proportion that the Licensed Premises bears to the total area of the land or premises included in the charge or assessment, and in relation to such charges the Licensor may for such outgoings to be paid in advance by way of instalments.

3.4 Non-specific Outgoings

- (1) The Licensee must pay the Licensor the Licensee's Share of each Non-specific Outgoing on a quarterly basis.
- (2) The Licensee must pay the Licensor the Licensee's Share of the Non-Specific Outgoings no later than 1 month after the Licensor gives the Licensee a notice asking for payment.
- (3) The Licensor agrees to provide the Licensee with a written statement detailing all of the Licensor's expenditure on account of Non-Specific Outgoings to which the Licensee is liable to contribute, and the Licensee's Share of such outgoings.
- (4) The parties acknowledge and agree that the Licensee's Share and other tenants share towards the Non-Specific Outgoings may take into account relative use by each tenant, and in

that regard the Licensee agrees to provide the Licensee with all relevant information in respect of the Licensee's use (including operating hours and use) of the Licensed Premises to permit the Licensor to make any necessary adjustments in relation to relative use.

(5) Notwithstanding any other provision of this Licence, in the event that the Licensor determines (acting reasonably), at any time during the Term, that the methodology as set out in this Licence for the sharing or recovery of Non-specific outgoings for the Land and/or Centre does not appropriately reflect tenants' respective consumption or use of the Land and/or Centre, the Licensor may upon three months' written notice to the Licensee outlining the changes to the cost sharing arrangements.

3.5 Interest

Without affecting the rights, power and remedies of the Licensor under this Licence, the Licensee covenants to pay to the Licensor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

3.6 Costs

- (1) The Licensee covenants with the Licensor to pay to the Licensor all costs, legal fees, disbursements, and payments incurred by or for which the Licensor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Licence;
 - (b) any breach of covenant by the Licensee or the Licensee's Agents
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Licensee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Licensee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this clause 3.6 or any matter arising out of this Licence.

3.7 Payment of money

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

3.8 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

4. Insurance

4.1 Insurance to be effected

The Licensee must effect and maintain with insurers approved by the Licensor (noting the Licensor's and the Licensee's respective rights and interest in the Licensed Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out **Item 9** of the Schedule in respect of any one claim or such greater amount as the Licensor may from time to time reasonably require;
- (b) insurance to cover the Licensee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Licensee can and does ordinarily insure in their full replacement value, and loss from theft or burglary; and
- (c) a policy of employers' indemnity insurance, including workers' compensation insurance, against any liability under common law or statute to pay damages to an employee in respect of all employees of the Licensee employed in, about or from the Licensed Premises.

4.2 Licensor to obtain building insurance

The Licensor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Land and/or Centre against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.

4.3 Details and receipts

In respect of the insurances required to be obtained by the Licensee pursuant to this clause the Licensee must:

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

4.4 Not to invalidate

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

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

4.5 Report

Each Party must report to the other promptly in writing, and in addition verbally in an emergency:

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

4.6 Settlement of claim

The Licensor may, but the Licensee may not without prior written consent of the Licensor, settle or compromise any claims under any policy of insurance required by this clause.

4.7 Licensor as attorney

The Licensee irrevocably appoints the Licensor as the Licensee's attorney during the Term:

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

4.8 Licensee's equipment and possessions

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

5. Indemnity

5.1 Licensee responsibilities

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

5.2 Indemnity

- (1) The Licensee indemnifies, and shall keep indemnified, the Licensor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Licensor and/or the Minister for Lands, or brought, maintained or made against the Licensor and/or the Minister for Lands, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,

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

- (d) the use or occupation of the Licensed Premises by the Licensee or the Licensee's Agents;
- (e) any work carried out by or on behalf of the Licensee on the Licensed Premises;
- (f) the Licensee's activities, operations or business on, or other use of any kind of, the Licensed Premises;
- (g) any default by the Licensee in the due and punctual performance, observance and compliance with any of the Licensee's covenants or obligations under this Licence; or
- (h) an act or omission of the Licensee.

5.3 Obligations continuing

The obligations of the Licensee under this clause:

- (a) are unaffected by the obligation of the Licensee to take out insurance, and the obligations of the Licensee to indemnify are paramount, however if insurance money is received by the Licensor for any of the obligations set out in this clause then the Licensee's obligations under clause 5.2 will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Licence in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Licence.

5.4 No indemnity for Licensor's negligence

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

5.5 Release

- (1) The Licensee:
 - (a) agrees to use the Licensed Premises at the risk of the Licensee; and
 - (b) releases to the full extent permitted by law, the Licensor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Licensed Premises or arising from the Licensee's use or occupation of the Licensed Premises by the Licensee; and
 - (ii) loss of or damage to the Licensed Premises or personal property of the Licensee; and

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

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

5.6 Limit of Licensor's liability

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

6. Condition of Licensed Premises

6.1 Condition of Licensed Premises

The Licensed Premises are made available to the Licensee in the condition that they are in at the Commencement Date.

6.2 Maintenance and Cleaning

- (1) The Licensee must keep the Licensed Premises clean, tidy and free from rubbish.
- (2) The Licensee in common with other users of the Licensed Premises must keep Common Areas clean, tidy and free from rubbish.

(3) The Licensee must leave the Licensed Premises and Common Areas at the end of each period of use in the condition those areas were in at the beginning of the period of use.

6.3 Damage to the Licensed Premises

- (1) The Licensee must report to the Licensor any damage to the Licensed Premises, the Centre and/or Common Areas, or any of the equipment, facilities and services provided by the Licensor, sustained during the Licensee's use of the Licensed Premises immediately upon becoming aware of the damage.
- (2) The Licensee must pay to the Licensor the cost of repairing and making good any damage of the type referred to in paragraph (1) above where such damage is caused whether directly or otherwise by the Licensee or the Licensee's Agents, including the cost of labour and materials and replacement equipment, and must if required by the Licensor, itself repair and make good any such damage.
- (3) The Licensee must pay to the Licensor costs incurred by the Licensor in repairing and making good of any such damage.

6.4 Security of Licensed Premises

- (1) The Licensee must ensure that the building or buildings, and all of the Licensor's fixtures and fittings, are appropriately secured at all times during the Agreed Hours and at the conclusion of the Agreed Hours.
- (2) The Licensee will be responsible for any loss or damage to the Licensed Premises, and the Licensor's fixtures and fittings during the Agreed Hours and at the conclusion of the Agreed Hours, to the extent that any loss or damage was caused or contributed by an act or omission of the Licensee.
- (3) The Licensee covenants and agrees to pay to the Licensor or to such person as the Licensor may from time to time direct any security charges or call out charges which, in the Licensor's reasonable opinion, relate to the Licensee, the Licensee's Agents or the Licensee's use of the Licensed Premises.
- (4) The Licensee must not copy any key, or other security device, and must account for all keys and security devices upon Termination of this Licence.

6.5 Return of Licensed Premises to Licensor at conclusion of each period of use

- (1) The Licensee must vacate the Licensed Premises and remove all of the Licensee's equipment at the conclusion of each period of use, unless the Licensor otherwise agrees that such equipment may remain.
- (2) The Licensee must leave the Licensed Premises in a clean, safe and proper condition and the conclusion of each period of use.
- (3) Where the Licensee fails to remove its equipment, the Licensor may store such equipment at the Licensee's cost and the Licensee acknowledges and agrees that the Licensor may dispose of such equipment where the Licensee fails to collect such equipment within a reasonable period of time.

7. No Alterations without prior written consent

The Licensee must not make any alterations to the Licensed Premises or install any fixtures, partitions, fittings, signs or advertisements without the prior written permission of the Licensor, which may be withheld at the absolute discretion of the Licensor.

8. Use

8.1 Restrictions on use

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

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

8.2 Sale of alcohol

The Licensee must not sell or supply liquor from the Licensed Premises or allow liquor to be sold or supplied from the Licensed Premises without the prior written consent of the Licensor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Liquor Licensing Regulations 1989 and Food Act 2008* and any other relevant written laws that may be in force from time to time.

8.3 No warranty

The Licensor gives no warranty:

(a) as to the use to which the Licensed Premises may be put; or

(b) that the Licensor will issue any consents, approvals, authorities, permits or licences required by the Licensee under any statute for its use of the Licensed Premises.

8.4 Licensed Premises subject to restriction

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

8.5 Indemnity for costs

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

9. Entry and Inspection

9.1 Lessor's right of entry

The Licensee must permit the Licensor to enter the Licensed Premises at any reasonable time to inspect and view the area, to carry out any maintenance work or to rectify any breach of the conditions of this Licence.

9.2 Lessor's rights to utilise the Premises in emergency

In the event of an emergency or natural disaster which has an actual or possible impact on residents of the Shire of Donnybrook Balingup, the Lessor may issue a notice requiring the Lessee to immediately permit the Lessor to have access to and use of the Premises for public purposes.

10. Statutory obligations and notices

10.1 Comply with statutes

The Licensee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Licensed Premises, including without limitation all relevant laws relating to occupational health and safety and the health and safety of all persons entering upon the Licensed Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the Permitted Purpose;
- (c) comply with all relevant state and commonwealth law and all relevant codes, including without limitation the Building Code of Australia, and all relevant standards published by Standards Australia;
- (d) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Licensed Premises; and

(e) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Licensed Premises or to the business the Licensee carries on at the Licensed Premises.

10.2 Safety and testing obligations

The Licensee acknowledges and agrees that it is fully responsible at its cost for ensuring that any of the Licensee's fixtures or fittings located on the Licensed Premises, are regularly tested, maintained and inspected to ensure that such fixtures and fittings comply with all statutory requirements and are safe for use.

10.3 Indemnity if Licensee fails to comply

The Licensee indemnifies the Licensor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clauses 10.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clauses 10.1**.

10.4 No fetter

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

11. Report to Licensor

The Licensee must immediately report to the Licensor:

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

12. Default

- (1) This Licence is granted subject to the terms and conditions in this Licence and any failure by the Licensee to comply with any of those terms or conditions may result in the Termination of the Licence by the Licensor.
- (2) To terminate this Licence, the Licensor must give the Licensee a written notice stipulating the default and requiring the Licensee to remedy the default within one month of the service of the Notice.
- (3) If the default is not remedied to the satisfaction of the Licensor within one month of the service of a Notice under paragraph (2) above, the Licensor may terminate this Licence on the date of the expiration of the notice without prejudice to any rights the Licensor may have under this agreement.

13. Option to renew

If the Licensee at least three months, but not earlier than twelve months, prior to the date for commencement of the Further Term gives the Licensor a Notice to grant the Further Term and:

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

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

14. Holding over

- (1) If the Licensee uses the Licensed Premises after the expiry of the Term with the consent of the Licensor, the Licensee will be a monthly licensee of the Licensor at a licence fee equivalent to one twelfth of the Licence Fee for the period immediately preceding expiry of the Term and subject to paragraph (2) below otherwise on the same terms and conditions of this Licence provided that all consents required under this Licence or at law have been obtained to the Licensee being in possession of the Licensed Premises as a monthly licensee.
- (2) In the event that the Licensee is permitted to hold over the Licensed Premises pursuant to paragraph (1) above, the parties acknowledge and agree that the Licence Fee will continue to be reviewed in accordance with the terms of this Licence.
- (3) Either the Licensee or the Licensor may give notice to the other, at any time, to terminate the monthly licence and termination will take effect one month after the date of service of that notice.

(4) If the Licensee is granted a new licence of the Licensed Premises following the expiration of the Term of this Licence, the parties acknowledge and agree that the Licensee will as a condition of the grant of the new licence be required to pay the new rental amount payable under the new licence from the date of expiration of this Licence, and in that regard the Licensee must pay to the Licensor any difference or shortfall between the licence fee amount paid under the holding over provision of this Licence and the new licence fee amount payable under the new licence, at the time of executing the new licence.

15. Obligations upon Termination

15.1 Peacefully surrender

On Termination the Licensee must:

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

15.2 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Licensee must remove from the Licensed Premises all property of the Licensee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Licensor form an integral part of the Licensed Premises and promptly make good, to the satisfaction of the Licensor, any damage caused by the removal.

15.3 Licensor can remove property on re-entry

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

15.4 Clause to survive termination

The Licensee's obligation under this clause will survive Termination.

16. No assignment, sublicensing, or hire

The Licensee must not assign its interest in the Licensed Premises nor sub-licence, hire to a third party, part with possession, or dispose of the Licensed Premises or any part of the Licensed Premises, except in accordance with the terms and conditions set out in this Licence and the Management Agreement.

17. Licensee's acknowledgements

17.1 Nature of Licence

The Licensee acknowledges that:

- (a) this Licence does not grant exclusive possession of the Licensed or confer any estate or interest in the Licensed Premises;
- (b) other than the rights granted under this Licence, the grant of this Licence does not create or confer upon the Licensee any tenancy or any other estate or interest in the Licensed Premises; and
- (c) the rights of the Licensee lie in contract only.

17.2 Agreed Hours

The Licensee acknowledges that:

- (a) it only has use of the Licensed Premises during the Agreed Hours and that other users of the Licensed Premises may be permitted to use the Licensed Premises at other times;
- (b) the Agreed Hours may be modified from time to time provided any proposed modification is agreed in advance with the Licensor and recorded in the Licensor's booking system; and
- (c) the Licensee must not obstruct any person or other organisation from using the Licensed Premises outside the Agreed Hours.

18. Provision of information

18.1 Provision of information

The Licensee agrees to provide to the Licensor:

- (a) a copy of the Licensee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any other information on the Licensee reasonably required by the Licensor.

18.2 Prior notice of proposal to change rules

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

19. Damage or destruction

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

20. Disputes

20.1 Referral of dispute: phase 1

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

20.2 Referral of dispute: phase 2

In the event the dispute is not resolved in accordance with **clause 20.1** of this Licence then the dispute shall be referred in writing to the CEO of the Licensor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and a senior representative of the Licensee for the purpose of resolving the dispute.

20.3 Appointment of arbitrator: phase 3

In the event the dispute is not resolved in accordance with clause 20.2 of this Licence then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Licensor and the Licensee may each be represented by a legal practitioner.

20.4 Payment of Amounts Payable to date of award

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

21. Goods and services tax

21.1 Licensee must Pay

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

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

21.2 Increase in GST

If, at any time, the GST Rate is increased, the Licensor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with clause 21.1(b).

21.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 21.2** the Licensor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Licensee to submit a claim for a credit or refund of GST.

22. Notice

22.1 Form of delivery

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

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

22.2 Service of notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 22.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 22.1(b)**, on the fourth business day following the date of posting of the Notice.

22.3 Signing of notice

A Notice to a Party may be signed:

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

23. General Provisions

23.1 Licensor's Consent

The Licensee acknowledges and agrees with the Licensor that:

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

23.2 Acts by agents

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

23.3 Statutory powers

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

23.4 Severance

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

23.5 Variation

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

23.6 Moratorium

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

23.7 Further assurance

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

23.8 Waiver

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

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

23.9 Governing law

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

24. Additional terms, covenants and conditions

Each of the terms, covenants, and conditions (if any) specified in **Item 11** of the Schedule are part of this Licence and are binding on the Licensor and the Licensee as if incorporated into the body of this Licence. If there is any inconsistency between the provisions of **Item 11** of the Schedule and the remaining provisions of this Licence, the provisions of **Item 11** of the Schedule will prevail to the extent of that inconsistency.

Schedule

Item 1 Land and Centre

Land

Part of Reserve 23890, Lot 493 on Deposited Plan 183806 comprised in Certificate of Crown Land Title LR3106/474, as detailed on the plan annexed hereto as **Annexure 1**.

Centre

VC Mitchell Park - Pavilion 1

Item 2 Licensed Premises

That part of the Building constructed on the Land, and known as VC Mitchell Park – Pavilion 1, as detailed on the plan annexed hereto as **Annexure 1**.

Item 3 Agreed Hours

As stipulated in the Management Agreement annexed hereto as **Annexure 3** between the Licensor and the Licensee.

Item 4 Term

5 years*

Item 5 Further Term

5 years*

Item 6 Commencement Date

To be confirmed.

Item 7 Licence Fee

- (a) Subject to paragraph (b) below, \$1,667.00* plus GST per annum, payable annually in advance with the first payment due on the Commencement Date. The parties acknowledge that this amount has been determined upon the basis of the gross rental value for the Licensed Premises determined by the Valuer General.
- (b) Given the community benefits the Licensee provides to the community, the Licensee has agreed to provide a rent subsidy of 79%* on the following terms and conditions:
 - (i) the Licensee must continue to provide the community benefits and be eligible for such subsidy in accordance with the Licensor's policies; and

- (ii) the Licensee must complete to the Licensor's satisfaction a health check document, in the form required by the Licensor, annually on each anniversary of the Commencement Date or otherwise within a reasonable time upon written request from the Licensor, which document will include (without limitation) contact details and information on committee contacts, committee, membership, and financial management; and
- (iii) in the event the Licensee fails to comply with paragraphs (i) and (ii) above, the Licensor may withdraw the subsidy and the Licensee will be required to pay full Licence Fee in accordance with clause paragraph (a) above.

*Final figures to be confirmed

Item 8 Permitted Purpose

Community and sporting activities and uses reasonably ancillary thereto.

Item 9 Public Liability Insurance

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

Item 10 Review of Licence Fee

Annually on each anniversary of the Commencement Date.

Item 11 Additional terms and conditions

1. Management Agreement

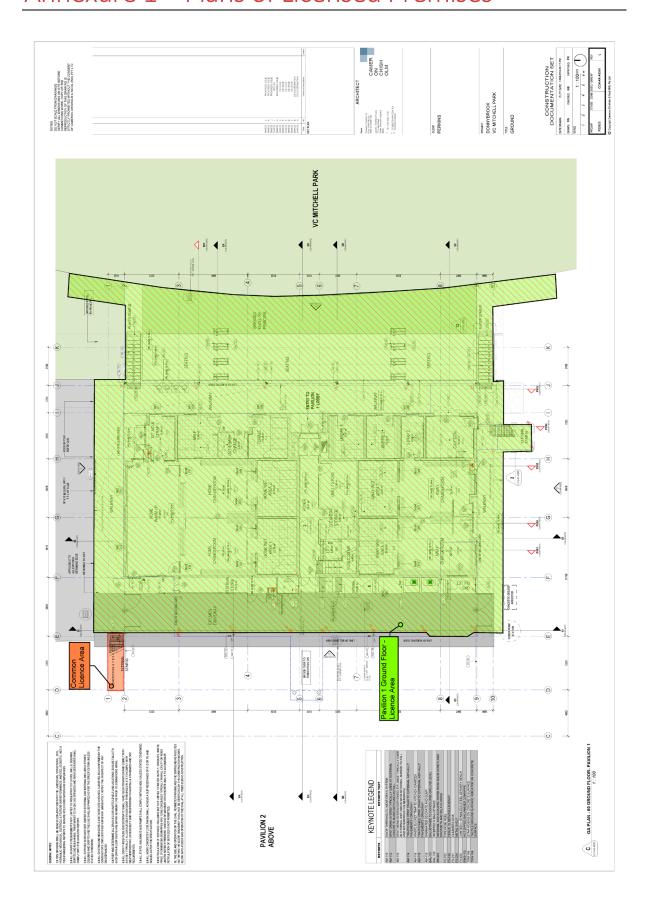
As stipulated in the Management Agreement annexed hereto as **Annexure 3** between the Licensor and the Licensee.

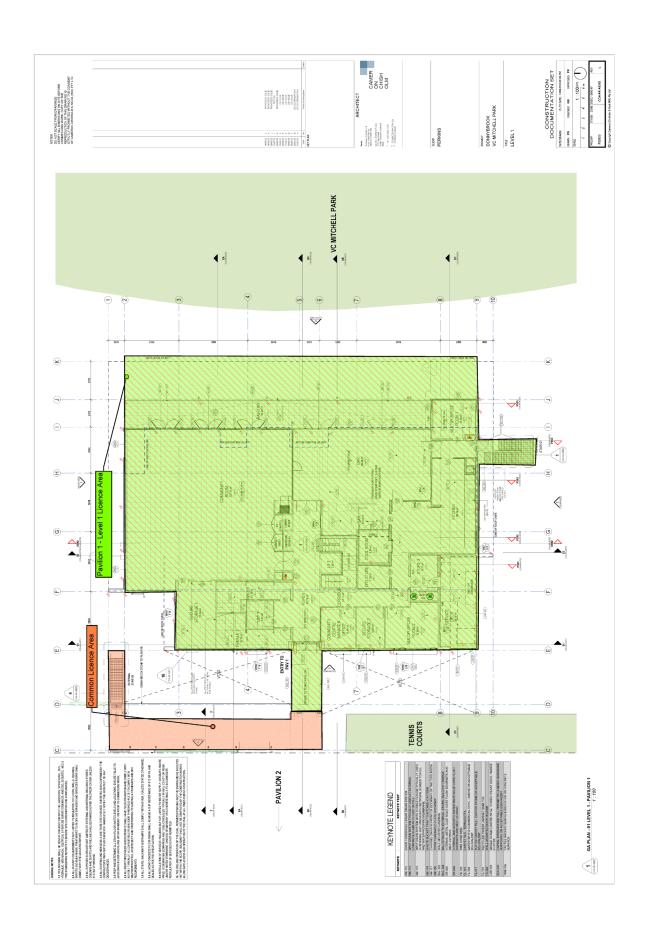
Signing page

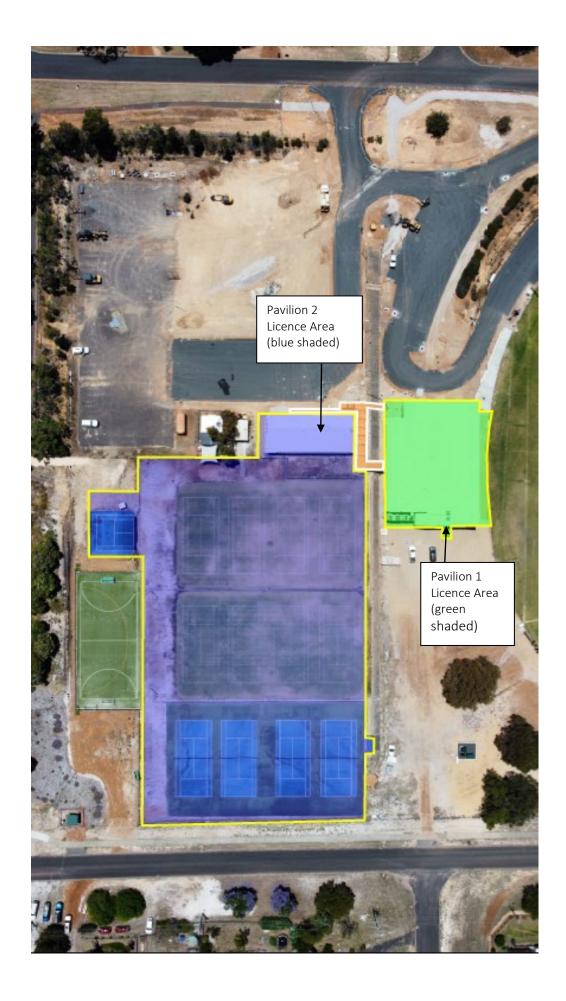
EXECUTED by the parties as a Deed

Executed by the Shire of Donnybrook Balingup in accordance with section 9.49A of the <i>Local Government Act 1995</i> -	
Signature of Authorised Signatory	Full name of Authorised Signatory
Signature of Authorised Signatory	Full name of Authorised Signatory
Executed by the Donnybrook Football & Sporting Club Incorporated in accordance with the requirements of the constitution of the Licensee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Licensee indicated under his or her name-	
Office Holder Sign	Office Holder Sign
Name:	Name:
Address:	Address:
Office Held:	Office Held:

Annexure 1 – Plans of Licensed Premises







Annexure 2 – Minister for Lands' consent

Minister for Lands' consent letter for Reserve/Crown Land to be inserted. Consent must be obtained prior to the Commencement Date.

Annexure 3 – Management Agreement

Management Agreement to be inserted. Draft summary of proposal outlined below:



- Shira (Jassor) Notes on hams (21) n/2) est cost cost pa	\$1000 \$1,000 Establishment of a Shier wide booking jabform that provides formagnency across all hindle assets for all rick payers and patential users. Including booking requests, approval process, optional cleaners and on the payments. Amusi florner lee is \$1,000 plus 16% lee on booking revenue.	\$0.00 She managed with considerable approximately that inflander persons community of the destried friend good have do been been delibered by other community. Other destrictions are other usage (including by the content of the cont	\$0.00 \$0.00 To be determined by Council and adopted in the Feres and Changes Schedule. Rates for Community organisations to significantly less than private or commercial users. Licensess receive all evenue, unless booked by the Shre.	\$0.00 (\$0.0) Licensee will use by this yearonic because he had not because the and books an annual countries of the charge freading by the licensees) will need to backed though the Shres booking year. The Shre will have united accordanced and usage, all known the Shres had been appropriately and usage, all known the Shres had been appropriately the Shresh and S	\$0.00 Community and alternative the Absolute Abs	\$0.00 (\$0.00) To be carried out all ego for internals by the Shire. All be sorted to be remoded by the Tomeres promptly within a reasonable find ame. Existing staff to manager if applicable.	\$0.00 \$0.00 lead to by the between vill result in Shire action to remedy the breach with costs and one threads back charged to the formere - Cost recovery back including stall one thread	-\$700.00 3.024-2002 in CRN with CRN will be \$1500.00. As per Council Resolution, the annual bear will be maintained by 6 years with annual CPI increases from practical commendation the new practical manual cases. The commendation of the new practical per	\$1,316.76 (\$2,088.83 Their is the sum that dubts are currently paying on top of current Property Management Farmework calculation. CP1 per annum will be applicable to this sum ton years from packable on pietion of the partitions.	\$0.00 \$0.00 Linkmann coords - As and when required	\$0.00 \$0.00 Utage will be changed as per Council adopted Peers and Changer. Suggested amount for one fights is \$30 hours and suggested amount for referring counts lights is \$60 per hour (per 2 counts) for 2004-2005 budget period. This hoomewill be changed out by the Shie	30.00 \$0.00 Not required for incentive carlegaty	\$0.00 \$9.00 As determined by Councit AMP - The risk of mechanical breakdown or nervoal in the tiest 10 years is very bry. Major equipment will have manufacture as warned to explain lappachers in Eight united in the extri 10 year prof. Reversalville despetation or winner of use, care and planned maintenance. Any planned careful visit is to a sociolate with the Asset Menagement Plan and todget as determined by Cauncit.	\$1,019.00 \$10.0 This amount is an estimate by any and excitent the most significant to the Author Carlot Wellersance and Spart Perts, line 21 & 2.0,3 applied per and the property of the Author Carlot Wellersance and Spart Perts, line 21 & 2.0,3 applied to the Author Carlot Wellersance and Spart Perts, line 21 & 2.0,3 applied to the Author Carlot Wellersance and the Author Carlot Wellersance Author Carlot	\$0.00 \$0 00 See Nem 14 notes - service quotes are currently being sought from the installation sub-contractor. As a minimum servicing will be required amountly plus periodic received. Partian Lapprac. \$3,000 per annum, Partian Capprac. \$3,000 per annum, Partian Capprac.	\$0.00 \$0.00 See Nem 14 no Year.	\$0.00 \$0.00 Shire Steff Time - Prior Approval by the Shire is mandatory. Existing steff to manage flapplicable its. Issuering / stefutory applications.	\$0.00 \$0.00 Shire Staff Time - Prior Approval by the Shire is mandatory. Citcling staff to manage if applicable inc. Learning J-Stafutory applications.	\$0.00 (\$0.00 Emergency related only, Libery to be Nil. Note - in the event of an emergency the Shire will take control of the building and pay for any associated costs, this is a standard datase of each license agreement.	30.00 30.00 Not required as per the Property Management Farmework	\$000 \$0.00 When here to an incurance event, that is not actived result of the Libertoects actions, usage or fault.	\$0.00 \$0.00 Licenze to defermine out, Shire Staff Time - When there is an insurance event, that is a direct result of the Licenze and one, usage or buil. Debut events for a shire finishing that ships to a \$1.000 per other. Existing staff is removed it applicable.	\$0.00 \$0.00 has determined by Councile AMP - Capital upgrades are highly unified in the next 10 year period. Renewal will be dependant on volume, one and planned of maintenance. Any planned capital tworks to be in accordance with the Asset Namagement Plan and budget as determined by Council.	\$0.00 License to determine ozal Coroumables to very broad but includes are nity and cleaning products. Parvitions have been designed to avoid wazer and minimize energy use. Likely costs to include WC paper, hand worsh song, bits lines, cleaning products, and any Licensee defined coroumables.	\$0.00 \$0.00 Loanese to determine cost, Shine Staff Tine - Low risk, applicable all end of license only. Existing staff to manage dapplicable.
(1270m2) est. (217m2 cost pa cost pa	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	00'096\$	\$774.17	\$0.00	\$0.00	\$0.00	\$000	\$ 00.000.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Responsible Party (1	Shiri	Sh in	Shi in	Lizensee	Mixed	ni HS	Licenson	Lizensee	Licensee	Shire	Licenson	Shi ii	Shin	Lizensee	Licensee	Licensee	Licenson	Licensee	Lizenson	Lizensee	SP.	Licensee	Shi fi	Lizenson	Licensee
Item/Responsibility	Boaking System	Bookings	Bookings Pakes / Hire Fees Schooluke	Shire Use of Facilities	Community usage and exponsibility.	Compliance inspections	Compliance remedial actions and oxets.	Ann will bense Fee (minnum GRV)	Annual Management Agreement Fee (Proposed)	Lighting Maintenance (Oval/Tennis Courts)	Lighting usage (Oval/Termis Courts)	Market Rental Valuation Costs	Air-conditioning Capital Repairs	General Servicing, Markenance & Minor Repairs (Scheduled - Edimated)	Air-conditioning Servicing, Maintenance & Repairs (Scheduled - Estimated)	Gas System Service & Repails	Alterations & Additions - prior Principle Approval Mandatory	New Fixlures & Fillings, including wall hangings, memos billia, sports equipment, fraining equipment, stonage excelera - prior Approval by the Shire is manabatoy.	Auriliary Power Supply & Coats	Bank Guarantee Kash Bond	Building Insurance Excess - Shire related event	Building Insurance Excess - Use related event (Only applicable in the event of a claim)	Capital Upgrades	Consumables (Scheduled - Estimated)	Costs to Restore Premises on Termination
PIMF						С		>				٤	5		>		>		۲	>		D	>		>
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Page 1 of 4

Management Model Draft Outline inc. costs

Notes on Items	00. The new buildings will be connected to deep sewer via a lift pump and Shires stormwater drainage system. Recent accounts inficate cass (\$252 bi-monthy.	\$3.00 Currenty and applicable however in the event that meter costs are charged by the utility providers, utility meter costs will be accounted to each Licensee prorata. Consumption cost are transpels separately.	\$5.00 License to determine cost, Shire Staff Time - Both pavilions have been designed for efficient use of energy with timers and motion activation. Oxist are unknown, and sub-metric free been installed for monitoring and constraintiplion back charged to staff with the required to read meters for each failing selected and issue innoice for perhaps energy.	00°	\$0.00 Licensees to establish accounts with Cass suppliers and negotiate ongoing usage costs. Initial connection costs are included in fullifing yorks budget.	\$0.00 Licensees to establish accounts with Gass suppliers and negotiate ongoing hire coats. Initial romedotin costs are included in building works budget.	\$20,237.00 Only 50% of this sum is applicable for current FY.	\$0.00 Licensee to determine cost	\$0.00 Licensee to determine cost	80.00 Licensee to determine cost	\$0.00 included at item 32	\$0.00 Included at item 32	50,000 included at item 32	\$0.00 Shire Staff Time - Initial cost only and existing staff cost. Cost risk is very low as standard license is proposed with this matrix spreadsheet as an annexure.	\$0.00 Shire Staff Time - Initial cost only and existing staff cost.	\$0.00 See separate costs for waste charges.	\$0.00 As per accounts established by the Licensee.	\$0.00 Shire will procure and coordinate inspections and treatments for all applicable Shire assets and back charge the Licensees. Shire staff time required (Administration).	\$0.00 Not required for Pawilion 1 and 2, commercial construction, no timber structure.	\$0.00 Shife will procure and coordinate NBN, Licensees to reinfourse the Shire prorata See hem 48a Infrastructure costs included in TCIP.	00 Shire will procure and coordinate enterprise internet at a cost of \$589 (2002)0MBPS) per month. This includes bean width for this Managed OVC Charteas, security and from propriet and for propriet in the second of the second	-\$2,160.00 Licensees to reinburse the Shire at nominal monthly rate i.e. Pavilion 1-\$120/month and Pavilion 2-\$60/month.	\$11.00 As determined by Councils AMP - Redecorating / upgrades are highly unlikely in the nex, 10 year period. Reneval will be dependant on volume of use, care and planned maintenance. Any planned works to be in accordance with the Asset Management Plan and budget as determined by Council.	\$0.00 Prior Approval by the Shire is mandatory, whole if life costs to be considered.	\$0.00 Pawilun 2 - 120 lire bins as per Council adopted Fees and Charges Schedule 2024-2025. Pawilion 1 - 1100 lire book bins as per commercial operators fees and charges (estimate).	\$0.00 See breakdown for RODs, Emergency Lighting, Smoke Detectors and the like.	\$560.00 Account established under Shire group account.	-\$560.00 Annual montoring fee is currently \$560, puis cal out costs @ \$2000 per event (staff or Nught Quard). Licensees to ensure alarms are managed to avoid call out costs being oncharged.	\$1,000.00 There is annual service and maintenance costs for the lift pump. Estimate only - service quates are currently being sought from the installation sub- contractor.	\$0.00 Stormwater managed using existing infrastructure.	\$0.00 As determined by Councils AMP - Requirements for structural maintenance is highly unlikely in the next 10 year period. Maintenance will be dependant on volume of use, care and planned maintenance. Any planned works to be in accordance with the Asset Management Plan and budget as determined by Council.	00 Meters and sub-meters have been installed for monitoring and consumption back changing. Internal principles of the property	\$0.00 Shire managed - integrated into Shire's existing network.
Shire (Lessor)	\$312.00			\$425.00																	\$2,268.00								0,			\$0.00	
Pavilion 2 (217m2) est.	\$0.00	00:00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	00:00	\$0.00	00:00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175.00	00.00\$	\$0.00	\$720.00	\$0.00	\$0.00	\$0.00	\$417.00	\$0.00	\$0.00	\$ \$81.72	00:00	\$0.00	\$0.00	\$600.00	00:00
Pavilion 1 (1270m2) est.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$1,668.00	\$0.00	\$0.00	\$478.28	\$0.00	\$0.00	\$0.00	\$2,400.00	\$0.00
Responsible Party	Shire	Licensee	Licensee	Shire	Licensee	Licensee	Shire	Licensee	Licensee	Licensee	Shire	Shire	Shire	Shire	Shire	Shire	Licensee	Licensee	Shire	Shire	Mxed	Mixed	Shire	Licensee	Licensee	Licensee	Shire	Licensee	Shire	Shire	Shire	Licensee	Shire
Item/Responsibility	Drainage and Sewerage Rates	Meter Rent	Electricity Usage	Emergency Services Levy	Gas Supply	Gas Bottle Hire Costs	Insurance - Building	Insurance – Licensee's Fixtures & Fittings, Equipment & Stock	Insurance - Licensee's Public Liability	Insurance - Licensee's Workers Compensation	Insurance - Shire's Fixtures & Fittings, Equipment & Stock	Insurance - Shire's Public Liability	Insurance - Shire's Workers Compensation	Legal Costs – Lease Drafting	Legal Costs - Sub-Lease Drafting	Local Government Rates & Service Charges	Other Consumption Charges	Pest Inspection and Treatment (Rodents/Insects - Estimate)	Termite Inspections	NBN Service Provider	Phone/Internet - NBN	Phone/Internet - NBN cost reimbursement estimate	Redecorating	Redecorating - requested by User	Rubbish/ Recycling Bins, Waste Management	Safety & Testing Obligations - WHS	Security Systems Manitoring	Prorata reimbursement for Security Systems (Estimated)	Sewage Disposal (Deep Sewer)	Stormwater Disposal	Structural Maintenance	Water & Associated Water Charges to Buildings	Security OCTV
P M	>	>	>	>	>	>	D	>	D	>				>	>	>		>	>		>		>				D		>	>	>	D	>
₩	56	27	58	58	30	3	32	33	34	32	38	37	38	38	40	4	45	43	4	45	46	46a	47	49	49	20	20	52	23	92	28	24	88

			As determined in Councils AAP - Requirements for painting renewal is highly unlikely in the nex. 10 year period. Renewal will be dependant on volume of use, care and planned maintenance. Any planned works to be in accordance with the Asset Management Plan and budget as determined by Council.	As determined in Councils ANP - Requirements for flooring renewal is highly unlikely in the next 10 year period. Maintenance will be dependant on volume of use, care and planned maintenance. Any planned works to be in accordance with the Asset Management Plan and budget as determined by Council.	Applicable.	\$1,200.00 Estimate only - Service quotes are currently being sought from the installation sub-contractor.	\$1.00 As determined by Councils AMP - Requirements for devator capital repairs highly unlikely in the next 10 year period. Repairs will be dependant on volume of use, care and planned maintenance. Any planned works to be in accordance with the Asset Management Ran and budget as determined by Council.	\$700.00 Licensees must not have access to roa'r-include as notation in license agreement. Procurement and attendance to be coondinated for single annual visit in conjunction with Pecreation Centre.	\$0.00 Required as scheduled, clearance costs likely to be \$300 per visit per trap, assume 2 per annum per trap.	ilty can be proven (OCTV or attestation). Pavilions (combined sum).	hirer or a result of break-in.	orks	\$0.00 A person competent can test the RCDs and record test date. In the event of a fail, the Licensee is to notify the Shire.	\$0.00. A person competent can test the smake detectors and record test date. In the event of a fail, the Licensee is to notify the Shire.	rdinated for single annual visit.				\$0.00 Generator is Shire asset and will only be used at this facility in the event of an emergency.	\$0.00 Generator is Shire asset and will only be used at this facility in the event of an emergency.	\$0.00 Testing and tagging is not mandatory - Licensee to pay if deemed necessary under their WHS Plan.	\$0.00. Testing and tagging is not mandatory - Licensee to pay if deemed necessary under their WHS Plan.		eaning - No access to roof by Licensee.	\$0.00 As determined by Obunciis AMP - Requiements for replacement of equipment is highly unlikely in the next 10 year perhod. Replacement will be dependant on volume of use, care and planned maintenance. Any planned works to be in accordance with the Asset Management Flan and budget as determined by Council,	\$0.00 Licensee to determine - Maintenance and servicing will dependant on usage and competency of Licensee.	\$0.00 Oost estimate only (may be carried out by Licensee). Licensee to establish service provider and pay on account. Cleaning is mandatory under Health Act.			\$0.00 Procurement and attendance to be managed by the Shire staff and back charged to the Licensee, this will ensure compliance.		Uniquent - Euchidea to determine - Griff et will pdg (u) with ude Doormoont and abbordoos to be measured by the Chira cheff and hoste charact to that I ison on this cill annua connellance	ופקטרו אין נודר כיווור טוניוו מודע שמכיר גרומו שליג זכ נודר ווינטרו סיני, מווס זיחוו טרוסמוני כינוון אומוריכי	and associated oosts	Oost estimate only - Licensee to establish account with service provider. Shite Administration cost is \$450 per annum and Rec Centre is \$900 per annum.		ıl of portable / cordless equipment.
	\$0.00 Licensee to determine	\$0.00 Licensee to determine	\$0.00 As determined in Councils AMP - Req care and planned maintenance. Any p	\$0.00 As determined in Councils AMP - Req care and planned maintenance. Any p	\$800.00 Only Function Room Operable Wall is Applicable.	.00 Estimate only - Service quotes are cur	.00 As determined by Councils AMP - Re use, care and planned maintenance.	.00 Licensees must not have access to ro Procurement and attendance to be co	.00 Required as scheduled, clearance cos	\$1,000.00 Licensee to pay if vandalism responsibility can be proven (OCTV or attestation.) Proposed 'Peactive' budget \$1,000 for Pavillons (combined sum).	\$0.00 Unless under the control of the Shire or hirer or a result of break-in	\$0.00 Salar not included in current scape of works.	.00 A person competent can test the RCD	.00 A person competent can test the smol	\$1,500.00 Procurement and attendance to be coordinated for single annual visit.	\$0.00 Included in Item 73	\$0.00 Included in item 73	\$0.00 Included in item 73	.00 Generator is Shire asset and will only	.00 Generator is Shire asset and will only	.00 Testing and tagging is not mandatory	.00 Testing and tagging is not mandatory	\$300.00 Infrastructure service cost.	\$0.00 Low risk, gutters are unlikely to need cleaning - No access to roof by Licensee	.00 As determined by Councils AMP - Rec volume of use, care and planned mair	.00 Licensee to determine - Maintenance	.00 Cost estimate only (may be carried ou	\$0.00 Licensee to determine	\$150.00 Community asset - mounted externally	.00 Procurement and attendance to be ma		60.00 December and attendence to present by the Chine to		\$0.00 Unknown - Licensee to determine use and associated costs	\$0.00 Cost estimate only - Licensee to estat Shire Administration cost is \$450 per a	\$0.00 Unknown - Licensee to determine	\$0.00 In addition, licensees to include renewal of portable / cordless equipment
est. Shire (Lessor)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,200.	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$100.00					\$150.00 \$0.	\$0.00	\$0.00
Pavilon 2 (217m2) est. cost pa																																6	•				
Favilion 1 (1270m2) est. cost pa	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900:00	\$0.00	\$0.00	\$300.00	000	40.00 00.04 00.00		\$0:00	\$450.00	\$0.00	\$900.00
Responsible Party	Licensee	Licensee	Shire	Shire	Shire	Shire	Shire	Shire	Licensee	Shire	Licensee	Shire	Licensee	Licensee	Shire	Shire	Shire	Shire	Shire	Shire	Licensee	Licensee	Shire	Shire	Shire	Licensee	Licensee	Licensee	Shire	Licensee		Licensee	2001	Licensee	Licensee	Licensee	Licensee
	Liquor License	EFTPOS / Cash System	Painting renewal (AMP)	Flooring renewal (AMP)	Sliding Door Servicing & Repairs (Scheduled)	Elevator Service (Scheduled)	Elevator Capital Repairs	Roof Anchors Service & Certification (Annual)	Grease Trap Service & Clearances (Scheduled)	Vandalism - External	Vandalism - Internal	Solar System Service & Repairs (Annual)	RCD Testing - Competent Person (6 monthly)	Smoke Detector Testing - Competent Person (6 monthly)	RCD Testing - Electrical (Annual)	Smoke Detector Testing & Certification (Annual)	Emergency & Exit Lighting Testing & Certification (Annual)	Early Warning Fire Indication System (Annual) (FIP, Detection)	Generator Service (Scheduled)	Generator Capital Works & Repairs	Testing & Tagging - Licensee's equipment	Testing & Tagging - Principle's equipment (being used by tenant)	Backflow Prevention Device Service (Scheduled)	Outter Cleaning (Scheduled)	Catering Equipment Replacement	Catering Equipment Service & Maintenance	Extraction Hood Service & Maintenance (Scheduled deaning & filters)	First Ald Equipment & Kits	Defibrillator Service & Maintenance	Fire Extinguishers		Occaming - Lagrand Jana Stand (actions)	(ANNI INCA) I BANA ANAN INDI III ANAN INDI II BANA	Floor Cleaning	Sanitary Bins	Sharps Containers	Servicing and Maintenance of Audio Visual Equipment
							>	>					D	D																							
**	29	99	19	82	63	94	99	99	19	89	69	02	71	72	73	74	75	76	77	92	92	08	18	82	83	84	85	88	87	88	8	3 8	3	91	85	93	94





Licence VC Mitchell Park – Pavilion 2

Shire of Donnybrook Balingup

Donnybrook Tennis Club Incorporated

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Details

Parties

Shire of Donnybrook-Balingup

of PO Box 94, Donnybrook, Western Australia 6239 (Licensor)

Donnybrook Tennis Club Incorporated

Registration Number 82609706374 of PO Box 197, Donnybrook, Western Australia 6239 (Licensee)

Background

- A The Licensor has the care, control and management of the Land pursuant to a management order.
- B The Licensor has agreed to licence and the Licensee has agreed to take a licence of the Licensed Premises upon the terms and conditions contained in this licence.

Agreed terms

1. Definitions

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

Agreed Hours means the times that the Licensee may utilise the Licensed Premises under the terms of this Licence, as specified in **Item 3** of the Schedule;

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

Centre means the centre or the building where the Licensed Premises are located;

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

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

Commencement Date means the date of commencement of the Term specified in **Item 6** of the Schedule;

Common Areas means all those parts of the Centre not exclusively leased or licensed to any tenant and intended for use by the tenants, licensees and/or users of the Centre and their respective invitees in common with each other including all parking areas, roads, walkways, kitchens, corridors, passageways, stairways, elevators, toilets and washrooms in on or about the centre and/or building;

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

CPI Review means the licence fee process described in clause 3.2;

Further Term means the further term (if any) specified in Item 5 of the Schedule;

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

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

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

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

Licence Fee means the Licence Fee specified in **Item 7** of the Schedule as varied from time to time under this Licence;

Licensed Premises means the premises described in Item 2 of the Schedule;

Licensee's Agents includes:

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

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

Licensee's Share means the proportion that the area of the Licensed Premises bears to the total area of other premises which enjoy or share a benefit resulting from the relevant Non-specific Outgoing and where relevant taking into account the type of outgoing, adjusted by the Licensor (acting reasonably) to take into account relative usage by each tenant or user enjoying that benefit;

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

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

Non-specific Outgoings means all costs the Licensor incurs in relation to the use, conduct, operation, repair and maintenance of the Land, the Centre and/or the Common Areas (whether or not by direct charge or assessment and determined by reference to the amounts paid by the Licensor or if payment has not then been made by reference to the relevant invoice, assessment or statement of liability received by the Licensor or, if none has been received, by reference to the relevant third party agreement which creates the Licensor's obligation to pay) including:

- rates or assessments or other fees payable to an authority (for example water rates, electricity, gas, sewerage);
- (b) costs relating to the provision of water, gas, electricity, telephone, power, and other services;
- (c) costs the Licensor incurs in the maintenance of and repairs to the Land and the Centre;
- (d) costs of operating, repairing, and servicing any mechanical services;
- (e) costs relating to cleaning, pest control, liquid removal, waste removal and fire prevention for the Land and the Centre;
- (f) costs of heating and air conditioning for the Land and the Centre (including costs of repairs and maintenance);

BUT does not include:

- (i) any costs due solely to the Licensee's use of the Licensed Premises;
- (ii) any costs due solely to any other tenant's use of its premises; and
- (iii) expenditure on capital account or of a capital nature;

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

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

Schedule means the Schedule to this Licence;

Term means the term of years specified in Item 4 of the Schedule and any Further Term; and

Termination means the date of:

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

Written Law includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority.

Grant of licence

2.1 Grant of licence

- (1) Subject to paragraph (2), the Licensor grants a licence to the Licensee to use the Licensed Premises for the Agreed Hours for the Term, on the terms and conditions provided for in this Licence.
- (2) This Licence is subject to and conditional on the approval of the Minister for Lands under the Land Administration Act 1997. The parties acknowledge that the Minister for Lands' consent to this Licence annexed hereto as **Annexure 2**.

2.2 Agreed Hours

- (1) The Licensee's use of the Licensed Premises is strictly limited to the Agreed Hours.
- (2) The Licensee may only use the Licensed Premises outside the Agreed Hours with the written consent of the Licensor, which consent shall be subject to the Licensee giving the Licensor seven (7) days written notification of such request and the Licensor having no existing commitment with any other licensee or person. The Licensor's normal hire fees may apply for such additional use; however, the Parties acknowledge and agree that terms and conditions of this Licence will apply to such additional use of the Licensed Premises.
- (3) If the Licensee uses the Licensed Premises outside of the Agreed Hours without the prior consent of the Licensor, the Licensor may issue the Licensee an invoice for such use in accordance with its normal fees and charges and the Licensee must pay such fee within 14 days of receipt.

3. Licence Fee and other Payments

3.1 Licence Fee

The Licensee covenants with the Licensor to pay to the Licensor the Licence Fee in the manner set out at **Item 7** of the Schedule on and from the Commencement Date clear of any deductions.

3.2 Licence Fee Review

The Licence Fee will be reviewed for each of the years of the Term (including any period of holding over) on the dates specified in **Item 10.** of the Schedule. The reviewed Licence Fee will be determined by upon the basis of the minimum Gross Rental Value each financial year as adopted by the Licensor in its annual Budget.

3.3 Outgoings

- (1) The Licensee covenants with the Licensor to pay to the Licensor or to such person as the Licensor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Licensed Premises:
 - (a) auxiliary power supply and costs;
 - (b) consumables;
 - (c) charges for sewerage disposal;
 - (d) rubbish and recycling collection charges;
 - (e) telephone, electricity, gas and other power and light charges and including but not limited to meter rents and the cost of installation of any meter, wiring or connections AND where possible the Licensee shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Licensee; and
 - (f) excesses arising from the building insurance obtained by the Licensor in respect of the Licensed Premises.
 - (g) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Licensee's use and occupation of the Licensed Premises.
- (2) If the Licensed Premises are not separately charged or assessed the Licensee will pay to the Licensor a proportionate part of any charges or assessments referred to paragraph (1) above, being the proportion that the Licensed Premises bears to the total area of the land or premises included in the charge or assessment, and in relation to such charges the Licensor may for such outgoings to be paid in advance by way of instalments.

3.4 Non-specific Outgoings

- (1) The Licensee must pay the Licensor the Licensee's Share of each Non-specific Outgoing on a quarterly basis.
- (2) The Licensee must pay the Licensor the Licensee's Share of the Non-Specific Outgoings no later than 1 month after the Licensor gives the Licensee a notice asking for payment.
- (3) The Licensor agrees to provide the Licensee with a written statement detailing all of the Licensor's expenditure on account of Non-Specific Outgoings to which the Licensee is liable to contribute, and the Licensee's Share of such outgoings.
- (4) The parties acknowledge and agree that the Licensee's Share and other tenants share towards the Non-Specific Outgoings may take into account relative use by each tenant, and in

that regard the Licensee agrees to provide the Licensee with all relevant information in respect of the Licensee's use (including operating hours and use) of the Licensed Premises to permit the Licensor to make any necessary adjustments in relation to relative use.

(5) Notwithstanding any other provision of this Licence, in the event that the Licensor determines (acting reasonably), at any time during the Term, that the methodology as set out in this Licence for the sharing or recovery of Non-specific outgoings for the Land and/or Centre does not appropriately reflect tenants' respective consumption or use of the Land and/or Centre, the Licensor may upon three months' written notice to the Licensee outlining the changes to the cost sharing arrangements.

3.5 Interest

Without affecting the rights, power and remedies of the Licensor under this Licence, the Licensee covenants to pay to the Licensor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

3.6 Costs

- (1) The Licensee covenants with the Licensor to pay to the Licensor all costs, legal fees, disbursements, and payments incurred by or for which the Licensor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Licence;
 - (b) any breach of covenant by the Licensee or the Licensee's Agents
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Licensee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Licensee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this clause 3.6 or any matter arising out of this Licence.

3.7 Payment of money

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

3.8 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

4. Insurance

4.1 Insurance to be effected

The Licensee must effect and maintain with insurers approved by the Licensor (noting the Licensor's and the Licensee's respective rights and interest in the Licensed Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out **Item 9** of the Schedule in respect of any one claim or such greater amount as the Licensor may from time to time reasonably require;
- (b) insurance to cover the Licensee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Licensee can and does ordinarily insure in their full replacement value, and loss from theft or burglary; and
- (c) a policy of employers' indemnity insurance, including workers' compensation insurance, against any liability under common law or statute to pay damages to an employee in respect of all employees of the Licensee employed in, about or from the Licensed Premises.

4.2 Licensor to obtain building insurance

The Licensor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Land and/or Centre against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.

4.3 Details and receipts

In respect of the insurances required to be obtained by the Licensee pursuant to this clause the Licensee must:

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

4.4 Not to invalidate

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

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

4.5 Report

Each Party must report to the other promptly in writing, and in addition verbally in an emergency:

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

4.6 Settlement of claim

The Licensor may, but the Licensee may not without prior written consent of the Licensor, settle or compromise any claims under any policy of insurance required by this clause.

4.7 Licensor as attorney

The Licensee irrevocably appoints the Licensor as the Licensee's attorney during the Term:

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

4.8 Licensee's equipment and possessions

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

5. Indemnity

5.1 Licensee responsibilities

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

5.2 Indemnity

- (1) The Licensee indemnifies, and shall keep indemnified, the Licensor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Licensor and/or the Minister for Lands, or brought, maintained or made against the Licensor and/or the Minister for Lands, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,

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

- (d) the use or occupation of the Licensed Premises by the Licensee or the Licensee's Agents;
- (e) any work carried out by or on behalf of the Licensee on the Licensed Premises;
- (f) the Licensee's activities, operations or business on, or other use of any kind of, the Licensed Premises;
- (g) any default by the Licensee in the due and punctual performance, observance and compliance with any of the Licensee's covenants or obligations under this Licence; or
- (h) an act or omission of the Licensee.

5.3 Obligations continuing

The obligations of the Licensee under this clause:

- (a) are unaffected by the obligation of the Licensee to take out insurance, and the obligations of the Licensee to indemnify are paramount, however if insurance money is received by the Licensor for any of the obligations set out in this clause then the Licensee's obligations under clause 5.2 will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Licence in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Licence.

5.4 No indemnity for Licensor's negligence

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

5.5 Release

- (1) The Licensee:
 - (a) agrees to use the Licensed Premises at the risk of the Licensee; and
 - (b) releases to the full extent permitted by law, the Licensor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Licensed Premises or arising from the Licensee's use or occupation of the Licensed Premises by the Licensee; and
 - (ii) loss of or damage to the Licensed Premises or personal property of the Licensee; and

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

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

5.6 Limit of Licensor's liability

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

6. Condition of Licensed Premises

6.1 Condition of Licensed Premises

The Licensed Premises are made available to the Licensee in the condition that they are in at the Commencement Date.

6.2 Maintenance and Cleaning

- (1) The Licensee must keep the Licensed Premises clean, tidy and free from rubbish.
- (2) The Licensee in common with other users of the Licensed Premises must keep Common Areas clean, tidy and free from rubbish.

(3) The Licensee must leave the Licensed Premises and Common Areas at the end of each period of use in the condition those areas were in at the beginning of the period of use.

6.3 Damage to the Licensed Premises

- (1) The Licensee must report to the Licensor any damage to the Licensed Premises, the Centre and/or Common Areas, or any of the equipment, facilities and services provided by the Licensor, sustained during the Licensee's use of the Licensed Premises immediately upon becoming aware of the damage.
- (2) The Licensee must pay to the Licensor the cost of repairing and making good any damage of the type referred to in paragraph (1) above where such damage is caused whether directly or otherwise by the Licensee or the Licensee's Agents, including the cost of labour and materials and replacement equipment, and must if required by the Licensor, itself repair and make good any such damage.
- (3) The Licensee must pay to the Licensor costs incurred by the Licensor in repairing and making good of any such damage.

6.4 Security of Licensed Premises

- (1) The Licensee must ensure that the building or buildings, and all of the Licensor's fixtures and fittings, are appropriately secured at all times during the Agreed Hours and at the conclusion of the Agreed Hours.
- (2) The Licensee will be responsible for any loss or damage to the Licensed Premises, and the Licensor's fixtures and fittings during the Agreed Hours and at the conclusion of the Agreed Hours, to the extent that any loss or damage was caused or contributed by an act or omission of the Licensee.
- (3) The Licensee covenants and agrees to pay to the Licensor or to such person as the Licensor may from time to time direct any security charges or call out charges which, in the Licensor's reasonable opinion, relate to the Licensee, the Licensee's Agents or the Licensee's use of the Licensed Premises.
- (4) The Licensee must not copy any key, or other security device, and must account for all keys and security devices upon Termination of this Licence.

6.5 Return of Licensed Premises to Licensor at conclusion of each period of use

- (1) The Licensee must vacate the Licensed Premises and remove all of the Licensee's equipment at the conclusion of each period of use, unless the Licensor otherwise agrees that such equipment may remain.
- (2) The Licensee must leave the Licensed Premises in a clean, safe and proper condition and the conclusion of each period of use.
- (3) Where the Licensee fails to remove its equipment, the Licensor may store such equipment at the Licensee's cost and the Licensee acknowledges and agrees that the Licensor may dispose of such equipment where the Licensee fails to collect such equipment within a reasonable period of time.

7. No Alterations without prior written consent

The Licensee must not make any alterations to the Licensed Premises or install any fixtures, partitions, fittings, signs or advertisements without the prior written permission of the Licensor, which may be withheld at the absolute discretion of the Licensor.

8. Use

8.1 Restrictions on use

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

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

8.2 Sale of alcohol

The Licensee must not sell or supply liquor from the Licensed Premises or allow liquor to be sold or supplied from the Licensed Premises without the prior written consent of the Licensor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Liquor Licensing Regulations 1989 and Food Act 2008* and any other relevant written laws that may be in force from time to time.

8.3 No warranty

The Licensor gives no warranty:

(a) as to the use to which the Licensed Premises may be put; or

(b) that the Licensor will issue any consents, approvals, authorities, permits or licences required by the Licensee under any statute for its use of the Licensed Premises.

8.4 Licensed Premises subject to restriction

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

8.5 Indemnity for costs

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

9. Entry and Inspection

9.1 Lessor's right of entry

The Licensee must permit the Licensor to enter the Licensed Premises at any reasonable time to inspect and view the area, to carry out any maintenance work or to rectify any breach of the conditions of this Licence.

9.2 Lessor's rights to utilise the Premises in emergency

In the event of an emergency or natural disaster which has an actual or possible impact on residents of the Shire of Donnybrook Balingup, the Lessor may issue a notice requiring the Lessee to immediately permit the Lessor to have access to and use of the Premises for public purposes.

10. Statutory obligations and notices

10.1 Comply with statutes

The Licensee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Licensed Premises, including without limitation all relevant laws relating to occupational health and safety and the health and safety of all persons entering upon the Licensed Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the Permitted Purpose;
- (c) comply with all relevant state and commonwealth law and all relevant codes, including without limitation the Building Code of Australia, and all relevant standards published by Standards Australia;
- (d) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Licensed Premises; and

(e) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Licensed Premises or to the business the Licensee carries on at the Licensed Premises.

10.2 Safety and testing obligations

The Licensee acknowledges and agrees that it is fully responsible at its cost for ensuring that any of the Licensee's fixtures or fittings located on the Licensed Premises, are regularly tested, maintained and inspected to ensure that such fixtures and fittings comply with all statutory requirements and are safe for use.

10.3 Indemnity if Licensee fails to comply

The Licensee indemnifies the Licensor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clauses 10.1** and **10.2**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clauses 10.1** and **10.2**.

10.4 No fetter

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

11. Report to Licensor

The Licensee must immediately report to the Licensor:

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

12. Default

- (1) This Licence is granted subject to the terms and conditions in this Licence and any failure by the Licensee to comply with any of those terms or conditions may result in the Termination of the Licence by the Licensor.
- (2) To terminate this Licence, the Licensor must give the Licensee a written notice stipulating the default and requiring the Licensee to remedy the default within one month of the service of the Notice.
- (3) If the default is not remedied to the satisfaction of the Licensor within one month of the service of a Notice under paragraph (2) above, the Licensor may terminate this Licence on the date of the expiration of the notice without prejudice to any rights the Licensor may have under this agreement.

13. Option to renew

If the Licensee at least three months, but not earlier than twelve months, prior to the date for commencement of the Further Term gives the Licensor a Notice to grant the Further Term and:

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

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

14. Holding over

- (1) If the Licensee uses the Licensed Premises after the expiry of the Term with the consent of the Licensor, the Licensee will be a monthly licensee of the Licensor at a licence fee equivalent to one twelfth of the Licence Fee for the period immediately preceding expiry of the Term and subject to paragraph (2) below otherwise on the same terms and conditions of this Licence provided that all consents required under this Licence or at law have been obtained to the Licensee being in possession of the Licensed Premises as a monthly licensee.
- (2) In the event that the Licensee is permitted to hold over the Licensed Premises pursuant to paragraph (1) above, the parties acknowledge and agree that the Licence Fee will continue to be reviewed in accordance with the terms of this Licence.
- (3) Either the Licensee or the Licensor may give notice to the other, at any time, to terminate the monthly licence and termination will take effect one month after the date of service of that notice.

(4) If the Licensee is granted a new licence of the Licensed Premises following the expiration of the Term of this Licence, the parties acknowledge and agree that the Licensee will as a condition of the grant of the new licence be required to pay the new rental amount payable under the new licence from the date of expiration of this Licence, and in that regard the Licensee must pay to the Licensor any difference or shortfall between the licence fee amount paid under the holding over provision of this Licence and the new licence fee amount payable under the new licence, at the time of executing the new licence.

15. Obligations upon Termination

15.1 Peacefully surrender

On Termination the Licensee must:

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

15.2 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Licensee must remove from the Licensed Premises all property of the Licensee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Licensor form an integral part of the Licensed Premises and promptly make good, to the satisfaction of the Licensor, any damage caused by the removal.

15.3 Licensor can remove property on re-entry

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

15.4 Clause to survive termination

The Licensee's obligation under this clause will survive Termination.

16. No assignment, sublicensing, or hire

The Licensee must not assign its interest in the Licensed Premises nor sub-licence, hire to a third party, part with possession, or dispose of the Licensed Premises or any part of the Licensed Premises, except in accordance with the terms and conditions set out in this Licence and the Management Agreement.

17. Licensee's acknowledgements

17.1 Nature of Licence

The Licensee acknowledges that:

- (a) this Licence does not grant exclusive possession of the Licensed or confer any estate or interest in the Licensed Premises;
- (b) other than the rights granted under this Licence, the grant of this Licence does not create or confer upon the Licensee any tenancy or any other estate or interest in the Licensed Premises; and
- (c) the rights of the Licensee lie in contract only.

17.2 Agreed Hours

The Licensee acknowledges that:

- (a) it only has use of the Licensed Premises during the Agreed Hours and that other users of the Licensed Premises may be permitted to use the Licensed Premises at other times;
- (b) the Agreed Hours may be modified from time to time provided any proposed modification is agreed in advance with the Licensor and recorded in the Licensor's booking system; and
- (c) the Licensee must not obstruct any person or other organisation from using the Licensed Premises outside the Agreed Hours.

18. Provision of information

18.1 Provision of information

The Licensee agrees to provide to the Licensor:

- (a) a copy of the Licensee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any other information on the Licensee reasonably required by the Licensor.

18.2 Prior notice of proposal to change rules

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

19. Damage or destruction

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

20. Disputes

20.1 Referral of dispute: phase 1

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

20.2 Referral of dispute: phase 2

In the event the dispute is not resolved in accordance with clause 20.1 of this Licence then the dispute shall be referred in writing to the CEO of the Licensor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and a senior representative of the Licensee for the purpose of resolving the dispute.

20.3 Appointment of arbitrator: phase 3

In the event the dispute is not resolved in accordance with clause 20.2 of this Licence then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Licensor and the Licensee may each be represented by a legal practitioner.

20.4 Payment of Amounts Payable to date of award

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

21. Goods and services tax

21.1 Licensee must Pay

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

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

21.2 Increase in GST

If, at any time, the GST Rate is increased, the Licensor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with clause 21.1(b).

21.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 21.2** the Licensor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Licensee to submit a claim for a credit or refund of GST.

22. Notice

22.1 Form of delivery

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

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

22.2 Service of notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 22.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 22.1(b)**, on the fourth business day following the date of posting of the Notice.

22.3 Signing of notice

A Notice to a Party may be signed:

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

23. General Provisions

23.1 Licensor's Consent

The Licensee acknowledges and agrees with the Licensor that:

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

23.2 Acts by agents

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

23.3 Statutory powers

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

23.4 Severance

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

23.5 Variation

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

23.6 Moratorium

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

23.7 Further assurance

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

23.8 Waiver

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

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

23.9 Governing law

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

24. Additional terms, covenants and conditions

Each of the terms, covenants, and conditions (if any) specified in **Item 11** of the Schedule are part of this Licence and are binding on the Licensor and the Licensee as if incorporated into the body of this Licence. If there is any inconsistency between the provisions of **Item 11**. of the Schedule and the remaining provisions of this Licence, the provisions of **Item 11** of the Schedule will prevail to the extent of that inconsistency.

Schedule

Item 1 Land and Centre

Land

Part of Reserve 23890, Lot 493 on Deposited Plan 183806 comprised in Certificate of Crown Land Title LR3106/474, as detailed on the plan annexed hereto as **Annexure 1**.

Centre

VC Mitchell Park - Pavilion 2

Item 2 Licensed Premises

That part of the Building constructed on the Land, and known as VC Mitchell Park – Pavilion 2, as detailed on the plan annexed hereto as **Annexure 1**.

Item 3 Agreed Hours

As stipulated in the Management Agreement annexed hereto as **Annexure 3** between the Licensor and the Licensee.

Item 4 Term

5 years*

Item 5 Further Term

5 years*

Item 6 Commencement Date

To be confirmed.

Item 7 Licence Fee

- (a) Subject to paragraph (b) below, \$1,667.00* plus GST per annum, payable annually in advance with the first payment due on the Commencement Date. The parties acknowledge that this amount has been determined upon the basis of the gross rental value for the Licensed Premises determined by the Valuer General.
- (b) Given the community benefits the Licensee provides to the community, the Licensee has agreed to provide a rent subsidy of 77%* on the following terms and conditions:
 - (i) the Licensee must continue to provide the community benefits and be eligible for such subsidy in accordance with the Licensor's policies; and

- (ii) the Licensee must complete to the Licensor's satisfaction a health check document, in the form required by the Licensor, annually on each anniversary of the Commencement Date or otherwise within a reasonable time upon written request from the Licensor, which document will include (without limitation) contact details and information on committee contacts, committee, membership, and financial management; and
- (iii) in the event the Licensee fails to comply with paragraphs (i) and (ii) above, the Licensor may withdraw the subsidy and the Licensee will be required to pay full Licence Fee in accordance with clause paragraph (a) above.

*Final figures to be confirmed

Item 8 Permitted Purpose

Community and sporting activities and uses reasonably ancillary thereto.

Item 9 Public Liability Insurance

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

Item 10 Review of Licence Fee

Annually on each anniversary of the Commencement Date.

Item 11 Additional terms and conditions

1. Reticulation

Licensor: Responsibility up to, and including, the solenoid

Licensee: Responsibility past the solenoid

2. Tennis Courts (all surfaces - turf and hard) and Hit-Up Wall

Licensor: No responsibility

Licensee: Responsibility for care and maintenance

3. Management Agreement

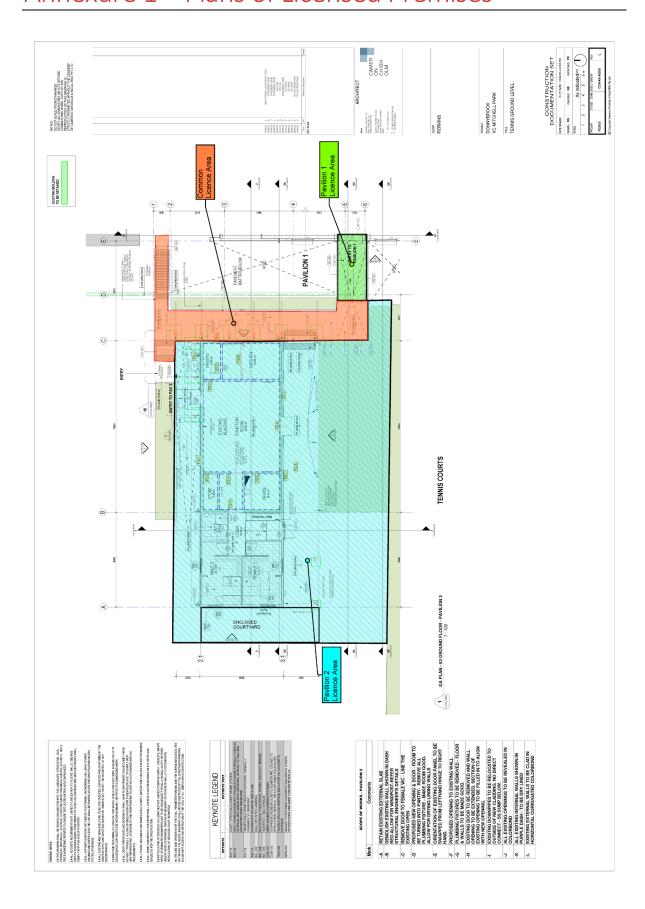
As stipulated in the Management Agreement annexed hereto as **Annexure 3** between the Licensor and the Licensee.

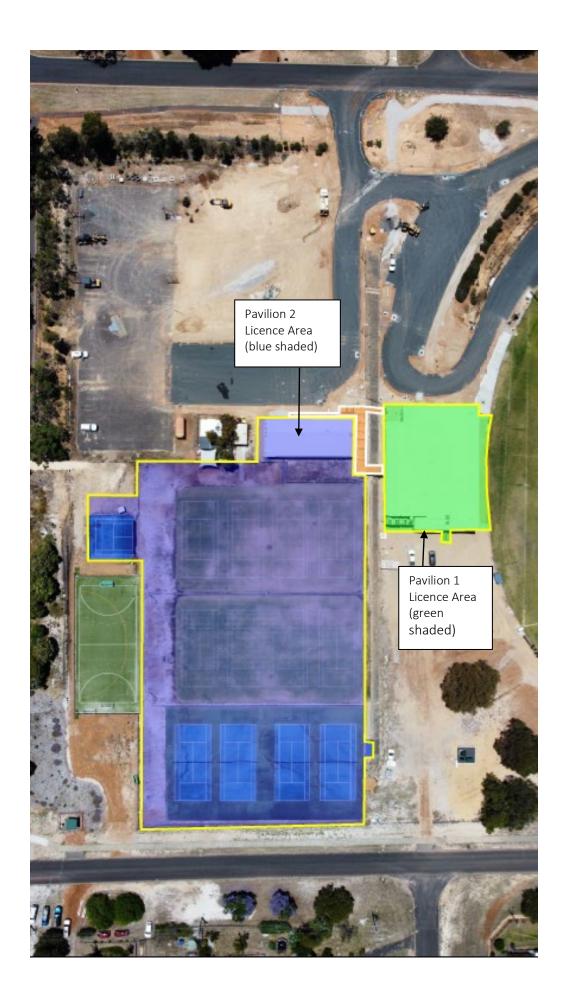
Signing page

EXECUTED by the parties as a Deed

Executed by the Shire of Donnybrook Balingup in accordance with section 9.49A of the <i>Local Government Act 1995</i> -	
Signature of Authorised Signatory	Full name of Authorised Signatory
Signature of Authorised Signatory	Full name of Authorised Signatory
Executed by the Donnybrook Tennis Club Incorporated in accordance with the requirements of the constitution of the Licensee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Licensee indicated under his or her name-	
Office Holder Sign	Office Holder Sign
Name:	Name:
Address:	Address:
Office Held:	Office Held:

Annexure 1 – Plans of Licensed Premises





Annexure 2 – Minister for Lands' consent

Minister for Lands' consent letter for Reserve/Crown Land to be inserted. Consent must be obtained prior to the Commencement Date.

Annexure 3 – Management Agreement

Management Agreement to be inserted. Draft summary of proposal outlined below:



Notes on Itams	Establishment of a Shire wide booking pathom that provides fransparency across all hirable assets for all rade payers and potential users. Including booking requests, approval process, optional cleaners and online payments. Annual license teets \$1,800 plus 16% becondooking evenue.	the mapped with consolidated and workedthew that ultimately carrier counting access providing the decision from the carbon blood of the carbon blo	To be determined by Council and adopted in the Feets and Charges Schedule. Rates tor Community organisations to significantly tess than private or comments. Licenseess receive all revenue, unless booked by the Shire.	there will be not in grazonia bedings that will be exhabited and boths annually, children for these profits are principles, and profits the profits of the profits and the pro	community and delimited calls (i.e., the check) access while managed vide the obstity speer. It is the undoctor the cores with the concerning of the cores will be expensed to commercial cleaners vite the obstity speelle. Les over will be responsible for no viding access to therefore many in our failuring not post law impostion of the obstity speelle. Les over will be responsible for no viding access of all posts on other clean and river of damage. The Shite will be responsible for necessary of any costs rebring to use it neaches other than both for many costs of the check of the Leaners.	To be carried out at regular internate by the Shire. All breaches to be remedied by the licensees promptly within a reasonable limetrame. Existing staff to mana It applicable.	I lead in the kenzee will result in Shire action to remedy the breach with costs and one head charged to the benzee - Cost recovery have including stall one mead	Accordance (Appl. 1964; \$75.00. As per Councel Resolution, the annual tees will be maintained to 6 years with annual CPI increases from practical competition of the new practical scales and the season of the seas	This is the sum that cluts are currently paying on top of current Property Management Farmework cabulation. CPI per annum will be applicable to this sum ton years from practical completion of the payings.	Unknown ozets - As and when required	Usage will be charged as per Council adopted. Feer and Charges. Suggested a nount for one lights is \$30 hour and suggested amount for remisionurb lights \$16 per hour (per 2 counts) for 2024-2026 budget period. This income will be charged out by the Shier.	Not required for licenspec category	As determined by Councile AMP: The risk of mechanical handdown or nerwall in the find 10 years is very low, belon equipment will have manufacture to any horizontal controlled Capital International Council and the controlled Capital International Properties of the Capital Capital International Council Capital International Council Capital International Council Capital Capital International Council Capital Capita	It has more as engineed only and constraint the most spinished for the constraint to	See hen it notes service quotes an currently beig sought from the installation sub-contracts. As a minimum servicing wild be required annually plus perior sixting geled to brolline of use to marken health complemes. Aironicalizating cellundes received, Parlian I approx. 33,000 perannum, Parlian Zapprox. 3,1/10 perannum.	See Nem 14 notes.	(3).00) Shire Staff Time - Prior Approval by the Shire is mandatory. Extering staff to manage diapplicable id. Accreting /stafutory applications.	Shire Staff Time - Prizr Approval by the Shire is mandatory. Existing 144th to manage flapplicable i.e. Keenning / 14th bry applications.	Emergency related only, Litely to be NII. Note - in the event of an emergency the Shire will take control of the building and pay for any associated costs, this is shandard clause of each lizence agreement.	\$3.00. Not required as per the Property klanagement Formework	(\$).00) When there is an incurance event, that is not addined result of the Licensees addisms, usage or fault.	Liennee bidden mine coxt (Shie Staffmie - When there is an insurance even that is a direct result of the Lienneers adions, usage or but I. Ended rooms to not building assets 6 \$1,000 perchim. Ending staff or na nog fapticale.	(3) 00. As determined by Councile AMP - Capital upgades are highly in the next 10 year period. Renewal will be dependant on volume of use, care and plann maintenance. Any planned capital vertes to be in accordance with the Asset Management Plan and budget as determined by Council.	Licensee to defermine cost, Consumables is very broad but includes amenify and cleaning products. Pavilia to have been designed to avoid waste and minimis energy use. Likely costs to include WC paper, hand waste son, bit line to, cleaning products, and any Licensee defined consumables.	\$1.00 Licenses to defend mine cost, iS line Stell Time - Low rist, a spilica ble and on licenses only. Exciting stell to manager it applicable.
Shira (Lassor) cost	\$1,800.00	0008	80.00	80 08	8	80.00	80 08	00.0878-	-\$2,089,83	80.00	80 08	80.08	00'08	80 88	8	80.08	80.00	80 08	00.08	80.00	80.08	80 08	90.00¢	90.00¢	00.08
(217m2) est. cost pa	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$420.00	\$1,315.76	\$0.00	\$0.00	\$0.00	\$0.00	\$1,519.00	\$0.00	\$0.00	\$0.00	\$000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(1270mZ) est. cost pa	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38000	\$774.17	\$0.00	\$0.00	\$0.00	\$0.00	98,350,00	\$000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	80,00	\$0.00	\$0.00	\$000
Responsible Party (1270m2) est.	Shire	ig E	Shin	Lizensee	Mixed	shi in	Licenses	Lizensee	Licensee	Shin	Lizenson	Shire	i k	Lizensoe	Licensee	Licensee	Licensee	Licensee	Licensee	Licensee	i k	Licensee	Shire	Licensee	Licensee
Itam/Rasponsibility	Booking System	Bookings	Bookings Pakes / Hire Fees Schedule	Shire Use of Facilities	Community usage and responsibility.	Compliance irrepedions	Compliance remedial actions and ocets.	Annual Lizanze Fee (minimum GRV)	Annual Management Agreement Fee (Proposed)	Lighting Maintenance (Oval / Tennis Courts)	Lighting usage (Oval/Tennis Courts)	Market Rental Valuation Costs	Air-conditioning Capital Repairs	General Serving, Markenance & Miror Repairs {School ubd - Erimaled}	Air-conditioning Servicing, Maintenance & Perpairs (Scheduled - Estimated)	Gas System Service & Perpaid	Alterations & Additions - prior Principle Approval Mandatory	New Fielures & Fillings, including wall hangings, memos billis, sports equipment, fraining equipment, shange excelera - pror Approval by the Shire is mandabay.	Auxiliary Power Supply & Cooks	Bank Guaranfee/Cash Bond	Building Insurance Excess - Shire related event	Building Insurance Excess - Use related event (Only applicable in the event of a claim)	Capital Upgrades	Consumables (Scheduled - Estimated)	Costs to Restore Premises on Termination
PIMF						С		5				5	5		>		>		۶	5		>	>		D
*	-	71	n	4	ю	σ	۲-	σ	o	₽	Ξ	현	ā.	#	\$	₽	4	Ē	₽	ន	2	81	8	র	×

Page 1 of 4

Management Model Draft Outline inc. costs

Notes on Items	The new buildings will be connected to deep sewer via a lift pump and Shires stormwater drainage system. Recent accounts indicate costs (@\$62 bi-mothly.		Useroes to determine cost Shire Staff Time - Both pavillons have been designed for efficient use of energy with timers and motion activation. Oxiss are unknown, as determine cost Shire Staff in more more and and construction that characteristic authorization staff with the required to read meres for each billing period and issue invoice for eight-usersert.		Licensees to establish accounts with Cass suppliers and negotiate ongoing usage costs. Initial connection costs are included in building works budget.	Licensees to establish accounts with Gas suppliers and negotiate ongoing hire costs. Initial connection costs are included in building works budget.	\$20,237.00 Only 50% of this sum is applicable for current FY.	\$0.00 Licensee to determine cost	\$0.00 Licensee to determine cost	\$0.00 Licensee to determine cost	\$0.00 Included at item 32	\$0.00 included at item 32	\$0.00 Included at item 32	\$0.00 Shire Staff Time - Initial cost only and existing staff cost. Cost risk is very low as standard license is proposed with this matrix spreadsheet as an annexure.	\$0.00 Shire Staff Time - Initial cost only and existing staff cost.	\$0.00 See separate costs for waste charges.	\$0.00. As per accounts established by the Licensee.	\$0.00 Shire will procure and coordinate inspections and treatments for all applicable Shire assets and back charge the Licensees. Shire staff time required (Administration).	\$0.00 Not required for Pavilion 1 and 2, commercial construction, no timber structure.	\$0.00 Shirte will procure and coordinate NBN, Licensees to reinhouse the Shire prorata See Nem 48a Infrastructure costs included in TOJP.	Shire will prouze and coordinate enterprise internet at a cost of \$369 (2002)0046PS) per month. This includes band what has 20m to Marten as, ascuring and flute profession when the second control of the control of th	-\$2,160.00 Licensees to reimburse the Shire at nominal monthly rate i.e. Pavilion 1-\$120/month and Pavilion 2-\$60/month.	\$0.00 As determined by Councils AMP - Redecorating Uugrades are highly unlikely in the next 10 year period. Renewal will be dependant on volume of use, care and planned maintenance. Any planned works to be in accordance with the Asset Management Plan and budget as determined by Council.	\$0.00 Prior Approval by the Shire is mandatory, whole if life costs to be considered.	\$0.00 Pavillon 2 - 120 lire bins as per Obundi adopted Fees and Charges Schedule 2024-2025. Pavillon 1 - 1100 lire hook bins as per commercial operators fees and charges (estimate).	\$0.00 See breakdown for RODs, Emergency Lighting, Smoke Detectors and the like.	\$560.00 Account established under Shire group account.	-\$560.00 Annual montoring fee is currently \$560, puis call out costs @ \$200 per event (staff or Night Guard). Licensees to ensure alarms are managed to avoid call out costs being oncharged.	\$1,000.00 There is annual service and maintenance costs for the lift pump. Estimate only - service quotes are currently being sought from the installation sub-contractor.	Stormwater managed using existing infrastructure.	As determined by Opuncis AMP - Requirements for structural maintenance is highly unlikely in the next 10 year period. Maintenance will be dependant on volume of use, care and planned maintenance. Any planned works to be in accordance with the Asset Management Plan and budget as determined by Obundl.	Meters and sub-meters have been installed for monitoring and consumption back charging. Internal building sugged on Lagge 2023 was \$3,000 for original forbidal and tenting believed the Reculation is from separate supply (bore). Simil Solar former the required to reach furnity period and issue invoice for reinfurner with the required to reach furnity.	\$0.00 Shire managed - integrated into Shire's existing network.
Shire (Lessor)	\$312.00	\$0.00	\$0.00	\$425.00	\$0.00	\$0.00	\$20,237.00														\$2,268.00				\$0.00						\$0.00	\$0.00	\$0.00
Pavilion 2 (217m2) est. cost pa	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175.00	\$0.00	\$0.00	\$720.00	\$0.00	\$0.00	\$0.00	\$417.00	\$0.00	\$0.00	\$81.72	\$0.00	\$0.00	\$0.00	\$600.00	\$0.00
Pavilion 1 (1270m2) est.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$1,668.00	\$0.00	\$0.00	\$478.28	\$0.00	\$0.00	\$0.00	\$2,400.00	\$0.00
Responsible Party	Shire	Licensee	Licensee	Shire	Licensee	Licensee	Shire	Licensee	Licensee	Licensee	Shire	Shire	Shire	Shire	Shire	Shire	Licensee	Licensee	Shire	Shire	Mxed	Mixed	Shire	Licensee	Licensee	Licensee	Shire	Licensee	Shire	Shire	Shire	Licensee	Shire
tem/Responsibility	Drainage and Sewerage Rates	Meter Rent	Electricity Usage	Emergency Services Levy	Gas Supply	Gas Bottle Hire Costs	Insurance - Building	Insurance – Licensee's Fixtures & Fittings, Equipment & Stock	Insurance - Licensee's Public Liability	Insurance - Licensee's Workers Compensation	Insurance - Shire's Fixtures & Fittings, Equipment & Stock	Insurance - Shire's Public Liability	Insurance - Shire's Workers Compensation	Legal Costs - Lease Draffing	Legal Costs - Sub-Lease Drafting	Local Government Rates & Service Charges	Other Consumption Charges	Pest Inspection and Treatment (Rodents/Insects - Estimate)	Termite Inspections	NBN Service Provider	Phonefitternet - NBN	Phone/Internet - NBN cost reimbursement estimate	Redecorating	Redecorating - requested by User	Rubbish/ Recycling Bins, Waste Management	Safety & Testing Obligations - WHS	Security Systems Monitoring	Prorata reimbursement for Security Systems (Estimated)	Sewage Disposal (Deep Sewer)	Stormwater Disposal	Structural Maintenance	Water & Associated Water Charges to Buildings	Security OCTV
PMF	>	>	>	>	>	>	>	>	>	>				>	>	>		>	>		D	œ.	>				>		>	>	>	.	>
*	56	27	28	58	30	31	32	33	34	32	38	37	88	38	40	4	45	43	4	45	46	46a	47	48	64	90	51	52	53	92	99	25	99

	9	0	As determined in Coundis AMP - Requirements for painting renewal is highly unlikely in the next 10 year period. Renewal will be dependant on volume of use, care and planned maintenance, him planned works to be in accordance with the Asset Nanagement Than and budget as determined by Council.	As determined in Councils ANA"- Bequirements for flooring renewal is highly unlikely in the nex 10 year period Mainten ance will be dependant on volume of use, care and planned maintenance. Any planned vorks to be in accordance with the Asset Management Plan and budget as determined by Council.	\$800.00 Only Function Room Operable Wall is Applicable.	Estirrate only - Service quotes are currently being sought from the installation sub-contractor.	As determined by Councils AMP - Requirements for devator capital repairs highly unlikely in the next 10 year period. Repairs will be dependant on volume of use, care and planned maintenance. Any planned works to be in accordance with the Asset Management Plan and budget as determined by Council.	Licensees must not have access to roof- include as notation in license agreement. Procurement and attendance to be coordinated for single amount wish in conjunction with Pecreation Centre.	\$0.00 Required as scheduled, clearance costs likely to be \$300 per visit per trap, assume 2 per annum per trap.	\$1,000.00 License to pay if vandalism responsibility can be proven (OCTV or attestation) Proposed "Reactive" budget \$1,000 for Pavilions (comfined sum).	\$0.00. Unless under the control of the Shire or hiter or a result of break-in.	Solar not included in current scape of works.	\$0.00 A person competent can test the RCDs and record test date. In the event of a fail, the Licensee is to notify the Shire.	\$0.00 A person competent can test the smake detectors and record test date. In the event of a fall, the Licensee is to notify the Shire.	\$1,500.00 Procurement and attendance to be coordinated for single annual visit.				50.00 Generator is Shire asset and will only be used at this facility in the event of an errergency.	\$0.00 (Generator is Shire asset and will only be used at this facility in the event of an emergency.	50.00 Testing and tagging is not mandatory - Licensee to pay if deemed necessary under their WHS Plan.	60.00 Testing and lagging is not mandatory - Licensee to pay if deemed necessary under their WHS Plan.) cost	\$0.00 Low risk, gutters are unlikely to need cleaning - No access to roof by Licensee.	\$0.00 As determined by Councils ANP - Pequirements for replacement of equipment is highly unlikely in the nex 10 year period. Replacement will be dependent on volume of use, care and planned maintenance. Any planned works to be in accordance with the Asset Management Plan and budget as determined by Council.	\$0.00 Licensee to determine - Maintenance and servicing will dependant on usage and competency of Licensee.	\$0,00 Cost estimate only (may be carried out by Licensee). Licensee to establish service provider and pay on account. Cleaning is mandatory under Health Act.	a.	\$150.00 Cormunity asset - mounted externally.	\$0.00 Procurement and attendance to be managed by the Shire staff and back charged to the Licensee, this will ensure compliance.	\$0.00 Unknown - Licensee to determine - Shire will pay for own use	Procurement and attendance to be managed by the Shire staff and back charged to the Licensee, this will ensure compilance.	\$0.00 Unknown - Licensee to determine use and associated costs	Oost estimate only - Litensee to establish account with service provider. Shire Administration cost is \$450 per amuum and Plec Centre is \$5000 per amuum.	to determine	\$0.00 in addition, licensees to include renewal of portable / cordees equipment.
Notes on Items	\$0.00 Licensee to determine	Licensee to determine	As determined in	As determined in tare and planned	Only Function Ro	Estimate only - Se	As determined by use, care and plan	icensees must n Procurement and	Required as sche	licensee to pay if Proposed "Reacti	Jnless under the	Solar not included	A person compete	A person compete	Procurement and	\$0.00 Included in item 73	Included in item 73	\$0.00 Included in item 73	Senerator is Shire	Senerator is Shire	Festing and taggi	Testing and taggi	\$300.00 Infrastructure service cost	ow risk, gutters	As determined by volume of use, ca	icensee to deten	Cost estimate only	\$0.00 Licensee to determine	Community asset	Procurement and	Jnknown - Licens	Procurement and	Jnknown - Licens	Sost estimate only Shire Administrati	\$0.00 Unknown - Licensee to determine	n addition, licens
Shire (Lessor)	ı	\$0.00	\$0.00	\$0.00		\$1,200.00	\$0.00	\$700.00	\$0.00			\$0.00					\$0.00										\$0.00					\$0.00		\$0.00	\$0.00	
Pavilion 2 (217m2) est.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$100.00	\$0.00	\$434.00	\$0.00	\$150.00	\$0.00	\$0.00
Pavilion 1 (1270m2) est.	00:0\$	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$0.00	\$300.00	\$0.00	\$2,540.00	\$0.00	\$450.00	\$0.00	\$900.00
Responsible Party	Licensee	Licensee	Shire	Shire	Shire	Shire	Shire	Shire	Licensee	Shire	Licensee	Shire	Licensee	Licensee	Shire	Shire	Shire	Shire	Shire	Shire	Licensee	Licensee	Shire	Shire	Shire	Licensee	Licensee	Licensee	Shire	Licensee	Licensee	Licensee	Licensee	Licensee	Licensee	Licensee
Item/Responsibility	Liquar License	EFTPOS / Oash System	Painting renewal (AMP)	Flooring renewal (AMP)	Sliding Door Servicing & Repairs (Scheduled)	Elevator Service (Scheduled)	Elevator Capital Repairs	Roof Anchors Service & Certification (Annual)	Grease Trap Service & Clearances (Scheduled)	Vandalism - External	Vandalism - Internal	Solar System Service & Repairs (Annual)	ROD Testing - Competent Person (6 monthly)	Smoke Detector Testing - Competent Person (6 monthly)	ROD Testing - Electrical (Annual)	Smoke Detector Testing & Certification (Annual)	Emergency & Exit Lighting Testing & Certification (Annual)	Early Warning Fire Indication System (Annual) (FIP, Detection)	Generator Service (Scheduled)	Generator Capital Works & Repairs	Testing & Tagging - Licensee's equipment	Testing & Tagging - Principle's equipment (being used by tenant)	Backflow Prevention Device Service (Scheduled)	Outter Cleaning (Scheduled)	Catering Equipment Replacement	Catering Equipment Service & Maintenance	Extraction Hood Service & Maintenance (Scheduled deaning & filters)	First Aid Equipment & Kits	Defibrillator Service & Maintenance	Fire Extinguishers	Oleaning - Day-to-Day / Incidental / Post Hire - All Areas	Oleaning - Annual deep clean (estimate)	Floor Cleaning	Sanitary Bins	Sharps Containers	Servicing and Maintenance of Audio Visual Equipment and Hardware
PMF							>	>					D	D																						
*	28	99	19	82	63	94	99	99	29	89	69	2	77	72	73	74	75	76	11	78	92	8	18	85	83	84	82	98	87	88	68	06	16	85	83	94



Preliminary Draft – 23 January 2025

Management Agreement – Pavilion 1, VC Mitchell Park

Shire of Donnybrook Balingup

Donnybrook Football & Sporting Club Incorporated



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Details

Parties

Shire of Donnybrook Balingup

of PO Box 94, Donnybrook, Western Australia 6239 (**Shire**)

Donnybrook Football & Sporting Club Incorporated

Registration Number A0770198K of PO Box 117, Donnybrook, Western Australia 6239 (**Club**)

Background

- A The Shire has care, control, and management, of the Land, which is generally known as VC Mitchell Park sporting precinct.
- B The Club has been granted a licence of Pavilion 1, which is located on the Land.
- C The parties enter into this Agreement to record the Shire's and the Club's obligations in respect of the use and management of the Pavilion 1, and financial obligations in respect of Pavilion 1.

Agreed Terms

Defined terms

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

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

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

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

Club's Agents includes:

- (a) the employees, agents, contractors, invitees and Clubs of the Club; and
- (b) any person on the Shire's Land by the authority of a person specified in paragraph (a);

Club's Property means anything placed, erected, constructed or located in Pavilion 1 by the Club or for and on behalf of the Club;

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

Further Term means each further term specified in Item 4 of the Schedule;

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

Land means the land set out in Item 1 of the Schedule;

Licence means the licence agreement between the Club and the Shire for the licence of Pavilion 1;

Management Fee means the fee specified in Item 6 of the Schedule;

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

Party means the Shire or the Club according to the context;

Pavilion 1 is described in Item 2 of the Schedule

Priority Access Periods means the dates and times which the Club will have priority seasonal access to Pavilion 1, as agreed by the Shire and Club annually in advance

Permitted Purpose means the purpose or purposes described in Item 7 of the Schedule;

Schedule means the Schedule to Agreement;

Shire's Property means all fixtures, fittings and equipment installed in or provided to Pavilion 1 by the Shire at the commencement of this Agreement or at any time during the Term. An initial list of the Shire's Property installed at the commencement of this Agreement is annexed hereto as **Annexure 2**;

Term means the term set out in **Item 3** of the Schedule. Where the context permits, it includes the Further Term (if granted); and

Written Law includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority.

2. Appointment

2.1 Appointment

- (1) The Shire appoints the Club, and the Club accepts the appointment, to manage Pavilion 1 for the Term under the terms and conditions provided by this Agreement.
- (2) The Club in managing Pavilion 1 agrees to:
 - (a) perform its obligations under this Agreement in a competent and professional manner; and
 - (b) to comply with all reasonable instructions and directions issued by the Shire in relation to management of Pavilion 1 having regard to the terms of this Agreement.

2.2 Further term

If the Club at least six months, but not earlier than 12 months, prior to the date for commencement of the Further Term, gives the Shire a Notice to grant a Further Term:

page 5

- (a) there is no subsisting default by the Club at the date of service of the Notice; and
- (b) the Club has not persistently breached this Agreement during the Term and the Shire has given the Club Notice of such breaches;
- (c) the Shire consents to the grant of the Further Term (in its absolute discretion);

this Agreement shall continue on the same terms and conditions as this Agreement, other than this clause in respect of the Further Term.

2.3 Agreement to terminate if Licence ends

Notwithstanding any other provision of this Agreement, the parties agree that if the Licence is terminated for any reason, this Agreement will also terminate automatically.

2.4 Agreement Review

The parties covenant and agree that this Agreement, and the Club's management of Pavilion 1, will be reviewed at the end of the second year. The review process will include, the following steps:

- (a) <u>Review Notice</u> notice of the review will be given to the Club at least three months prior to the review date to ensure adequate preparation time;
- (b) <u>Performance Evaluation</u> the CEO will determine how the performance will be evaluated, including the effectiveness of the management model, financial performance, and community benefits;
- (c) <u>Community Evaluation</u> the evaluation as determined by the CEO will be advertised on the Shire's website for community comment. Feedback from key stakeholders, including facility users, volunteers, and community members, will be gathered to assess satisfaction and identify areas for improvement;
- (d) <u>Compliance Check</u> a review of compliance with the terms and conditions set out in the agreement, ensuring that all obligations have been met by both parties;
- (e) <u>Future Planning</u> the Shire and the Club will meet to discuss and agree any necessary adjustments to the Agreement to better align with the goals and needs of both the Shire and Club for the remaining term;
- (f) <u>Council Meeting & Review</u> a report will be prepared and submitted to the Council, which will consider any necessary adjustments. The parties acknowledge that Council will have the determining say in the adjustments, after consultation with the Club and after reviewing community comments; and
- (g) <u>Second Review Period</u> during the initial review, the parties will also set the date for the next review period; and
- (h) <u>Documentation:</u> All findings and agreed-upon changes will be documented and signed by both parties to formalise the review outcomes.
- (1) In the event that the parties cannot agree to the adjustments required to the Agreement within 90 days of the Council Meeting, then either party may terminate this Agreement upon 14 days' notice to the other party.
- (2) If a party terminates this Agreement pursuant to this clause, that party will not be responsible for any compensation, loss or damage occasioned by such termination

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3. Bookings and use of Pavilion 1

3.1 Bookings

The Shire will:

- (a) establish a booking platform for the hire of facilities located at the Land, including Pavilion 1; and
- (b) manage and coordinate the hire of the facilities located at the Land, including Pavilion 1.

3.2 Club Use

- (1) The Shire will ensure that that the booking system takes into account the Priority Access Periods.
- (2) For use outside of the Priority Access Periods, the Club may book Pavilion 1, via the booking system and subject to the Shire's normal booking requirements. The hire will be free of cost, and no bond will be required for Club use.

3.3 Community and Shire use of Pavilion 1

- (1) The parties acknowledge that:
 - (a) other users may hire Pavilion 1, using the Shire's booking system, outside of the Priority Access Periods; and
 - (b) the Shire may use Pavilion 1 for its own use outside of the Club's Priority Access Periods. In relation to the Shire's use, the Shire will be responsible for associated cleaning and consumption costs of such use, and use of the bar facilities will be coordinated with the Club, subject to the payment of staff and consumption costs at Club member rates. The parties agree that the Shire will be entitled annually to four free hires of Pavilion 1, and thereafter the Shire will pay community hire fees for any hires in excess of such amount.
- (2) The Shire will encourage hirers, via the booking system, to use commercial cleaners for large functions.
- (3) The Club agrees with the Shire to co-ordinate access to Pavilion 1, orientation inspections (where necessary) and post use inspections to ensure that Pavilion 1 is left in good order, clean and free from damage.

3.4 Club entitled to hire fees

Council of the Shire will set the fees and charges schedules for the use of the facilities annually (including Pavilion 1), and subject to the Club complying with its obligations under this Agreement, the Club will be entitled to all revenue generated from the hire of Pavilion 1.

4. Management Fee

4.1 Club to pay Management Fee

The Club agrees to pay to the Shire annually, on each anniversary of the Commencement Date, the Management Fee.

4.2 Management Fee to increased annually by CPI

(1) On each anniversary of the Commencement Date, the Management Fee will be increased by CPI on and as of that date to a new Management Fee calculated by using the following formula:

NMF: CMF x A/B

Where:

NMF is the new Management Fee;

- is the Management Fee payable immediately before the CPI review date; CR
- A is the level of the CPI at the end of the calendar quarter immediately preceding the CPI review date;
- В is the level of the CPI at the end of the calendar quarter immediately preceding the date which is 12 months before the CPI review date.
- (2) The Club must pay the new Management Fee from the relevant CPI Review Date.

5. Maintenance and financial responsibilities

5.1 Schedule of Responsibilities

- The Parties acknowledge and agree that Schedule of Responsibilities sets out the Club and Shire's (1) respective responsibilities for:
 - the repair and maintenance of Pavilion 1; and (a)
 - the payment of utilities and other outgoings. (b)
- (2) The Club covenants and agrees with the Shire to strictly comply with its obligations specified in the Schedule of Responsibilities, including without limitation:
 - undertaking and bearing full responsibility for any maintenance, repair and/or cleaning item (a) that the Schedule of Responsibilities requires the Club to undertake and/or be responsible for; and
 - paying for any utility, expense, rates, tax, insurance excess or other cost that the Club that (b) the Schedule of Responsibilities requires the Club to be responsible for.
- (3) The Shire covenants and agrees with the Club to comply with its obligations specified in the Schedule of Responsibilities, including without limitation:
 - undertaking and bearing full responsibility for any maintenance, repair and/or cleaning item (a) that the Schedule of Responsibilities requires the Club to undertake and/or be responsible for: and
 - (b) paying for any utility, expense, rates, tax, insurance excess or other cost that the Shire that the Schedule of Responsibilities requires the Shire to be responsible for.
- **(4)** The Parties agree that the provisions of the Schedule of Responsibilities, and responsibilities listed in the Schedule of Responsibilities, will prevail over any contrary provision in this Agreement unless otherwise specified.

5.2 Club Outgoings generally

Subject to the Schedule of Responsibilities, the Club agrees to pay to the Shire or to such person as the Shire may from time to time direct punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of Pavilion 1:

rubbish removal charges; (a)

- (b) water consumption charges;
- (c) telephone, electricity, gas and other power and light charges and other services including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection, only if such charges are not in the name of the Club. The Club shall where possible ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Club; and
- (d) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Club's use and occupation of Pavilion 1.

5.3 Shire maintenance and repair obligations generally

- (1) Subject always to the Schedule of Responsibilities and paragraph (2) below, the Shire will be responsible for all major structural repairs to Pavilion 1 EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Club or the Club's Agents, or the Shire's insurances are invalidated by any act, neglect or default by the Club or the Club's Agents.
- (2) The Club acknowledges and agrees that the Shire may have limited, or no, funds set aside within its budget for structural maintenance of the Pavilion and as a consequence the Shire will not be able to rectify any major maintenance or structural defect or problem unless it has sufficient monies set aside in its budget for such purpose and/or the Shire's Council has approved such expenditure.

5.4 Club's maintenance and repair obligations generally

- (1) Subject to the requirements of the Schedule of Responsibilities, the Club AGREES during the Term to maintain, replace, repair, clean and keep Pavilion 1 (which for the avoidance of doubt includes the Shire's Property) in Good Repair PROVIDED THAT this subclause shall not impose on the Club any obligation in respect of any major structural repairs or items listed as the Shire's responsibility within the Schedule of Responsibilities EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Club or the Club's Agents.
- (2) In discharging the obligations imposed on the Club under this subclause, the Club shall where maintaining, replacing, repairing or cleaning:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures;
 - (d) any gas fittings and fixtures,

in or on Pavilion 1 use only licensed trades persons, or such trades persons as may be approved by the Shire and notified to the Club, which approval shall not be unreasonably withheld.

(3) All maintenance and servicing of air-conditioning and mechanical services (which includes without limitation refrigeration, heating and mechanical ventilation) exclusively servicing Pavilion 1 must be carried out at the Club's expense and in strict accordance with manufacturer's recommendation. The Club must provide to the Shire, upon request, details and evidence of current servicing arrangements.

5.5 Shire's Property

The Club covenants and agrees that the Shire's Property:

- (e) will remain the property of the Shire and must not be removed from Pavilion 1 at any time; and
- (f) must be present and accounted for at the termination of each twelve-month period of the Term.

5.6 Light usage

The parties acknowledge that any user (including the Club) requiring use of the lights located at the tennis courts or the oval will be charged hourly fees for such use as determined annually in Council's Fees and Charges Schedule.

6. Damage

6.1 Damage by the Club

- (1) The Club must report to the Shire any damage to the Pavilion, the Shire's Property, or any of the equipment, facilities and services provided by the Shire, sustained during the Club's use of the Pavilion immediately upon becoming aware of the damage.
- (1) The Club must pay to the Shire the cost of repairing and making good any damage of the type referred to in paragraph (1) above where such damage is caused whether directly or otherwise by the Club or the Club's Agents, including the cost of labour and materials and replacement equipment, and must if required by the Shire, itself repair and make good any such damage.
- (2) The Club must pay to the Shire costs incurred by the Shire in repairing and making good of any such damage.

6.2 Damage by other users

- (1) The Club must report to the Shire:
 - (a) any damage to the Pavilion, the Shire's Property, or any of the equipment, facilities and services provided by the Shire, sustained during third party use of the Pavilion immediately upon becoming aware of the damage; and
 - (b) if the Pavilion is left not left in a clean and tidy condition following third party use of the Pavilion as soon as possible.
- (2) The Shire will be responsible to recover from third party any costs associated with damage to the Pavilion or the Shire's Property and cleaning costs.

7. Use restrictions

7.1 Permitted Purpose

The Club agrees to ensure that the use of Pavilion 1 is at all times consistent with the Permitted Purpose.

7.2 No alterations without Shire approval

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

- (c) not make or allow to be made any alteration, addition, extension, or improvement to the Pavilion; or
- (d) display from or affix any signs, notices, or advertisements on the Pavilion

without the prior written consent from the Shire.

7.3 Security of Pavilion 1

The Club is responsible for securing Pavilion 1 and its contents adequately.

7.4 Storage

The Shire may consent in writing to the Club storing items (including memorabilia) at Pavilion 1. If the Shire agrees the Club acknowledges and agrees that the storing of such items will be at the sole risk of the Club and the Shire may require other regular users of Pavilion 1 to consent to such use.

7.5 Liquor licence

The Club may seek and obtain liquor licences for the Pavilion.

8. Shire's right of entry

The Club must permit entry by the Shire or any person authorised by the Shire onto any part of Pavilion 1 without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a) at all reasonable times;
- (b) with or without workmen and others; and
- (c) with or without plant, equipment, machinery and materials;
- (d) for each of the following purposes:
 - (i) to inspect and audit Pavilion 1 including all safety related equipment and systems associated documentation;
 - (ii) to undertake property inspections to inspect the state of repair of Pavilion 1 and Pavilion 1 and to ensure compliance with the terms of this Agreement;
 - (iii) to undertake safety related inspections including reviewing any relevant documentation
 - (iv) to carry out any survey or works which the Shire considers necessary, however the Shire will not be liable to the Club for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Club;
 - (v) to comply with the Shire's obligations (including without limitation to undertake any ground maintenance) or to comply with any notice or order of any authority in respect of Pavilion 1 for which the Shire is liable; and
 - (vi) to do all matters or things to rectify any breach by the Club of any term of this Agreement but the Shire is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Shire's other rights, remedies or powers under this Agreement. All costs and expenses incurred by the Shire as a result of any breach referred to in respect of this clause will be a debt due to the Shire and payable to the Shire by the Club on demand.

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9. Termination

9.1 Termination for default

- (2) In the event of non-compliance by the Club with any of its obligations pursuant to this Agreement, the Shire may issue a notice to the Club requiring the Club to remedy such default within a period of time being not less than 7 days (**Default Notice**).
- (3) If the Club fails to remedy the default within the time specified in the Default Notice, then the Shire may by giving written notice to the Club terminate this Agreement and require the Club to remove the Club's Property and cease using Pavilion 1 in accordance with the requirements of **clause 10**.

9.2 No responsibility for loss or damage

If the Shire terminates this Agreement pursuant to this clause, the Shire will not be responsible for any compensation, loss or damage occasioned by such termination.

10. Obligations upon termination

10.1 Cease using Pavilion 1

Upon termination of the Term or earlier determination of the Term in accordance with the terms of this Agreement, the Club must immediately cease using the Pavilion 1 for the Permitted Purpose.

10.2 Removal of Club's Property

The Club must prior to the expiration of the Term, and in any event within 7 days of earlier termination:

- (a) remove the Club's Property from the Pavilion 1; and
- (b) following the removal of the Club's Property in accordance with paragraph (a), restore the Pavilion 1, to the Shire's reasonable satisfaction, to the same or substantially the same condition as it was immediately prior to the use of the Pavilion 1 (fair wear and tear excepted) for the Permitted Purpose.

10.3 Failure to remove

- (1) If the Club fails to comply with its obligation to remove the Club's Property and/or restore the Pavilion 1 within the timeframe provided for in **clause 10.2** above, then the Shire may, in addition to any other rights it may have pursuant to any Written Law:
 - (a) remove the Club's Property; and
 - (b) restore the Pavilion 1; and

recover the cost of doing as a liquidated debt payable on demand.

- (4) If the Club fails to remove the Club's Property in accordance with **clause 10.2**, the Shire may at its option:
 - (a) cause any such property to be removed and stored at the cost of the Club; or
 - (b) elect to treat any such property as abandoned and such property shall then be and become the property of the Shire absolutely.

11. General provisions

11.1 No Assignment

The Shire and the Club acknowledge and agree that this Agreement is personal to the parties and is not transferable without the express written agreement of both parties.

11.2 No fetter

The Club acknowledges that the Shire is a local government established by the *Local Government Act 1995*, and in that capacity, the Shire may need to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications. The Shire shall not be in default under this Agreement by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Agreement fetter the Shire in performing its statutory obligations or exercising any discretion.

11.3 Notice

- (1) All Notices must be in writing to be effective.
- (2) A Notice to a party must be in writing and may be given or made:
 - (a) by delivery to the party personally; or
 - (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Agreement or any other address nominated by a Party by Notice to the other; or
 - (c) emailed to that person at the email address appearing in this Agreement, or such other address that has been notified by that party to the other party in writing, from time to time.
- (3) A Notice to a Party may be signed:
 - (a) if given by an individual, by the person giving the Notice;
 - (b) if given by a corporation, by a director, secretary, or manager of that corporation;
 - (c) if given by a local government, by an officer of the local government;
 - (d) if given by an incorporated association by any person authorised to do so by the board or committee of management of the association; or
 - (e) by a solicitor or other agent of the individual, corporation, local government, or association giving the Notice.
- (4) Subject to paragraph (5) below, a Notice to a Party is deemed to be given or made:
 - (a) if by personal delivery, when delivered;
 - (b) if by leaving the Notice at the time of leaving the Notice; and
 - (c) if by post on the fifth business day following the date of posting of the Notice;
 - (d) if by email on receipt of a return email from the recipient, or the recipient's information system, acknowledging delivery or receipt of the email.
- (5) If a notice or email is delivered after normal business hours of the party to whom it is delivered or sent, it is to be treated as having been given or made at 9:00am the next Business Day.

11.4 Variation

Subject to such consents as are required by this Agreement or at law, this Agreement may be varied by the agreement of the parties in writing.

11.5 Waiver

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

11.6 Acts by agents

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

11.7 Statutory powers

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

11.8 Further assurance

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

11.9 Severance

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

11.10 Moratorium

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

11.11 Counterparts

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed is deemed an original but all of which together constitute one and the same instrument.

11.12 Governing law

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

11.13 Interpretation

(7) In this Agreement:

- (a) the agreements and obligations on the part of the Club not to do or omit to do any act or thing include:
 - (i) an agreement not to permit that act or thing to be done or omitted to be done by the Club's agents, contractors, employees, or anyone authorised by the Club; and
 - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done; and
- (b) words denoting:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (c) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (d) a reference to:
 - (i) a person includes a firm, an unincorporated association, an incorporated association, a corporation and a government or statutory body or authority;
 - (ii) a person includes their legal personal representatives, successors and assigns;
 - (iii) a statute, regulation, local law or any other written law, code or policy includes subsidiary legislation or an instrument made under it, and consolidations, amendments, re-enactments or replacements of any of them;
 - (iv) a right includes a benefit, remedy, discretion, authority or power;
 - (v) an obligation includes a warranty or representation, and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (vi) provisions or terms of this Agreement, or another document, agreement, understanding or arrangement, include a reference to both express and implied provisions and terms;
 - (vii) time is to local time in Perth, Western Australia;
 - (viii) \$ or dollars is a reference to the lawful currency of Australia;
 - (ix) this Agreement or any other document includes this Agreement or other document as amended or replaced and despite any change in the identity of the parties;
 - (x) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmissions or other electronic mail or transmissions;
 - (xi) any thing (including any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
 - (xii) a clause, paragraph, Schedule or Annexure is a reference to a clause or paragraph of or Schedule or Annexure to, this Agreement; and
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions.

(8)	Headings do not affect the interpretation of this Agreement.

Schedule

Item 1 Land

Part of Reserve 23890, Lot 493 on Deposited Plan 183806 comprised in Certificate of Crown Land Title being the whole of the land comprised in Crown Land Title LR3106 Folio 474.

Item 2 Pavilion 1

The building constructed on the Land and known as "Pavilion 1" (and as more particularly identified in the Licence), and including the Shire's Property installed or located therein.

Item 3 Term

5 years commencing on the Commencement Date.

Item 4 Further Term

5 years.

Item 5 Commencement Date

[to be inserted]

Item 6 Management Fee

\$774.17 plus GST per annum, payable annually in advance with the first payment due on the Commencement Date, and reviewed on each anniversary of the Commencement Date in accordance with **clause 4.2**.

Item 7 Permitted Purpose

- Member and guest facility for use by the Club
- Use for commercial and community functions and events
- Catering for functions or events held at Pavilion 1
- Use of bar facilities in accordance with liquor(s) licence held by the Club.

Signing page

EXECUTED by the parties as a deed on [insert date] Executed SHIRE on behalf of OF DONNYBROOK BALINGUP pursuant to s9.49A(A) of the Local Government Act 1995 (Signed) (Position) (Print Full Name) THE COMMON SEAL of Donnybrook Football & Sporting Club Incorporated was hereunto affixed pursuant to the constitution of the Club in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Club indicated under his or her name: Office Holder Sign Office Holder Sign Name: Name: Address: Address: Office Held: Office Held:

Annexure 1 – Schedule of Responsibilities

This Schedule is to be used as a guide, as not all items of repair, maintenance, replacement, costs, fees or charges are listed.

If the Schedule is silent, the provisions of the Agreement and/or Licence apply.

If an item of repair, maintenance or replacement is necessary because of any act or omission of or on the part of the Club or the Club's Agents, or the Shire's insurances are invalidated by any act, neglect or default by the Club or the Club's Agents, the Shire may require, by written notice to the Club, that the Club be fully responsible for the costs of such repair, maintenance of replacement.

In respect of costs payable by the Club, if those costs are not separately assessed on Pavilion 1, those costs will, where applicable, be charged by the Shire on a pro-rata basis based on the area that Pavilion 1 bears to the area the subject of the charge.

Repairs and Maintenance	Shire	Club
Lighting Maintenance (Oval / Tennis Courts)	100%	
Air-conditioning Capital Repairs	100%	
General Servicing, Maintenance & Minor Repairs Maintenance		100%
including maintenance and repair of fridges, TVs, ovens, doors, windows, UAT push buttons, Baby Change Tables, pavements, decking, plug-in appliances, taps, toilets, fixtures, fittings, hardware and the like excludes structural repairs or maintenance, and replacement of hard wired/plumbed plant and equipment which is the Shire's responsibility Air-conditioning Servicing, Maintenance & Repairs		100%
Gas System Service & Repairs		100%
Capital Upgrades	100%	
Pest Inspection and Treatment (Rodents/Insects)		100%
 Shire will procure and coordinate inspections and treatments and on- charge to Club 		
Redecorating	100%	
Redecorating - requested by User		100%
Statutory Compliance of building	100%	
Structural Maintenance	100%	
Painting renewal (AMP)	100%	
Flooring renewal (AMP)	100%	
Sliding Door Servicing & Repairs (Scheduled)	100%	
Elevator Service (Scheduled)		100%
Elevator Capital Repairs	100%	
Roof Anchors Service & Certification (Annual)	100%	
Grease Trap Service & Clearances (Scheduled)		100%
Vandalism - External	100%	
Vandalism - Internal (unless due to Shire hire or break-in)		100%
RCD Testing - Competent Person (6 monthly)		100%

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Repairs and Maintenancecont	Shire	Club
Smoke Detector Testing - Competent Person (6 monthly)		100%
RCD Testing - Electrical (Annual)	100%	
Smoke Detector Testing & Certification (Annual)	100%	
Emergency & Exit Lighting Testing & Certification (Annual)	100%	
Backflow Prevention Device Service (Scheduled)	100%	
Gutter Cleaning (Scheduled)	100%	
Catering Equipment Replacement	100%	
Catering Equipment Service & Maintenance		100%
Extraction Hood Service & Maintenance (Scheduled cleaning & filters)		100%
First Aid Equipment & Kits		100%
Defibrillator Service & Maintenance	100%	
Fire Extinguishers		100%
Procurement and attendance to be managed by the Shire and on charged to Club		
Cleaning - Day-to-Day / Incidental / Post Hire - All Areas		100%
Cleaning - Annual deep clean		100%
Procurement and attendance to be managed by the Shire and on charged to Club		
Floor Cleaning		100%
Sanitary Bins		100%
Sharps Containers		100%
Servicing and Maintenance of Audio-Visual Equipment and Hardware		100%
Security keys	100%	
Replacement of lost keys		100%
Costs, Fees and Outgoings	Shire	Club
Building insurance	100%	
Building Insurance Excess - Shire related event	100%	
Building Insurance Excess – Club event		100%
When there is an insurance event, that is a direct result of the Club's actions, usage or fault the Club will be required to pay the excess that the Shire's		
Consumables related to the running and operation of Pavilion 1		100%
-including by not limited to cleaning supplies, toilet supplies (hand wash, toilet paper), bin liners, and similar such amenities required for the operation of the Pavilion		
Drainage and Sewerage Rates	100%	
Meter rent -		100%
Currently not applicable however in the event that meter costs are charged by the utility providers, utility meter costs will be accounted to each management club on pro rata basis.		
Electricity consumption (separate meters installed)		100%
	1	

Costs, Fees and Outgoingscont	Shire	Club
Emergency Services Levy	100%	
Gas supply		100%
- Club to establish accounts with Gas suppliers		
Gas Bottle Hire Costs		100%
Insurance – Club Fixtures & Fittings, Equipment & Stock		100%
Insurance - Club Public Liability		100%
Insurance – Club Workers Compensation		
Insurance – Shire's Fixtures & Fittings, Equipment & Stock	100%	
Insurance - Shire's Public Liability	100%	
Insurance – Shire's Workers Compensation	100%	
Local Government rates	100%	
Other Consumption Charges -separate accounts to be established where possible		100%
NBN Service Provider Shire will procure and coordinate NBN, Club to reimburse the Shire on a pro- rata basis.	100%	
Phone/Internet – NBN Shire will procure and coordinate enterprise internet at a cost of \$369 (200/200MBPS) per month. This includes band width for Shire Managed CCTV Cameras, security, and future proofing. Club to reimburse the Shire at nominal monthly rate of \$120 per month	Shared	Shared – Club to contribute \$120 per month
Rubbish/ Recycling Bins, Waste Management Price annually determined by Council adopted Fees and Charges Schedule 2024-2025		100%
Safety & Testing Obligations - WHS		100%
Security Systems Monitoring		100%
- Shire to organise under group account; Club to reimburse pro-rata amount; Club responsible for any call-out fee that is a direct result of the Club's actions, usage or fault the		
Sewage Disposal (Deep Sewer)	100%	
Stormwater Disposal	100%	
Water & Associated Water Charges to Pavilion 1		100%
Meters and sub-meters have been installed for monitoring and consumption back charging. Internal building usage only. Reticulation is from separate supply (bore) and Shire is responsible for such cost.		
Liquor License		100%
EFTPOS / Cash System		100%
Security CCTV	100%	

Annexure 2 – Shire Property

[Complete inventory of Shire's Property to be inserted]

VC Mitchell Park Community Engagement Forum Feedback – 14 December 2024



Shire of Donnybrook Balingup

Questions	Feedback	Administration Response
Any other ideas or	1. First aid sign from ceiling of balcony on ground floor.	•
comments that you would like Council to	2. Who is contact group for hire.	•
know/Consider?	3. What FT/PT jobs are created to operate the facility?	•
	4. What is it officially named? VC Mitchell for the oval, Donnybrook Community and Sports Hub?	•
	5. Promotion – Local, sub regional, regional and state	•
	6. Traffic directional flow for oval, carpark/driveway	•
	7. On concrete tiers at ground level – permanent bench/seat only on top tier below rail. Keep rest open.	•
	8. Please check the finish on outside tennis/hockey club	•
	9. Bar sink/tap combination may need to be modified to maximise serving area.	•
What events or experiences could we hold here?	 Community Christmas/Easter events Weddings Engagements Emergency communication centre/ DFES (large emergencies) Awards nights Birthdays Work Christmas parties Leadership forums Market days Circus Car shows 	Bulk response provided to say that all these event types will be able to be held. Bookings will be made via an online booking system for the facility and via the Shire for the Oval hire.



Questions	Feedback	Administration Response
	12. School graduations	
	13. Show ground	
	14. School balls	
	15. Interschool sport carnivals	
	16. Regional/country championships	
	17. BINGO, trivia	
	18. Conventions	
	19. State sporting events – soccer, AFL, cricket, softball, WAFL	
	20. Cabinet meeting	
	21. Meliora	
	22. Concerts, apple festival	
	23. Keynote speakers – Ted talk 24. Jamborees	
	24. Jamborees 25. Josh Sheehan – Freestyle motocross	
	26. Pilates, yoga	
	27. Funerals/wakes	
	28. Rodeo	
In your opinion, what is	1. Sealed carpark	•
missing from this pavilion that would make it more	2. Dance floor	•
attractive to other users	3. VIP section	•
or hirers?	4. Playground	•
	5. Trees	•
	6. Photos	•
	7. Picture rail	•



Questions	Feedback	Administration Response
	8. It has been built; all other needs will come to mind over	•
	time.	
	9. Seating and dance floor	•
	10. Walking from the tennis pav 1 to pav 2, a strip across the step would be great.	•
	11. Please check the finish on the outside of the tennis/hockey club. Especially for cracked concrete etc	•
	12. Club/sporting memorabilia	•
	13. A railing is needed to the right as you walk from pav 2 to pav 1 to prevent children from falling/climbing into cement below.	•
	14. Additional signage on bins	•
	15. Whiteboards, kettles, rubbish bins	•
	16. Hang rails – to personalise user groups, individuals etc	•
	17. Upstairs room	•
	18. More outside shade for seating/tables	•
	19. Outside shade over deck	•
	20. Exterior speakers for tournaments or even music	•
	21. Washing machine – eg for fire fighters. Blaze aid workers in the event of fire or similar. One was hooked up manually when they were here 2 years ago.	•
	22. Shade over the planned jarrah decking area.	•
What other club, group, community members or	1. Soccer/hockey	 Bulk response to be provided regarding the Licence holder being encouraged to share the



Questions	Feedback	Administration Response
organisations could use	2. Emergency services – emergency management, training,	facility with other groups/ possible annual EOI
this facility?	functions	could be sent out?
	3. Schools	
	4. Local business for corporate events	
	5. Rugby	
	6. Scouts	
	7. Whatever is located within the shire district needs to be	
	allowed easy access.	
	8. Youth cooking group	
	9. Training facility/education (Tafe course or other training	
	organisation)	
	10. Schools end of year, mid-year events	
	11. Birthday parties	
	12. Schools, hospitals, businesses, cricket, soccer.	
	13. ABCR Events	
	14. Everyone!	
	15. Every club or group	
	16. Car clubs x2	
	17. Children's groups activities	
	18. Anyone that chooses.	
What's your first	1. Very impressive	Noted
impression?	2. Beautiful	
	3. Great space	
	4. So many options for use!	
	5. Very well thought out	
	6. Perfecto!	
	7. Lots of potential for community groups	



Questions	Feedback	Administration Response
	8. A fabulous space for the community to access for social	
	and corporate gatherings	
	9. Amazing – wow factor	
	10. Fabulous, right on, great!	
	11. Sensational – can't wait to use it	
	12. Amazing! Very grateful	
	13. Spoilt	
	14. Such a fantastic venue for so many clubs/ associations in	
	town.	
	15. Spectacular	
	16. Fantastic, beyond all expectations	
	17. Love it! So good! Long time coming	
	18. Incredible facility – the best in WA	
	19. Amazing, way better than I imagines, makes me feel proud.	
	20. An absolutely amazing facility for now and many years to come! Generational use to come.	
	21. Worth the effort – beautiful	
	22. Very impressive, stunning, versatile, practical	
	23. Absolutely amazing	
What else could this	- Family gatherings	Bulk response provided to say that all these
space be used for?	- Craft retreats	event types will be able to be held. Bookings will
	- Birthdays	be made via an online booking system for the
	- Community group meetings	facility and via the Shire for the Oval hire.
	- Training facility	
	- Meditation/yoga	

Shire of Donnybrook Balingup

The submissions outlined below will be considered prior to the approval of the draft Licences and Management Model.

Submitter Type	Submission	Administration Response
Business Case	(Business Plan)	
Rate Payer (ICOR106866)	Can you confirm item 4 (VMCP Business Case) is the correct document attached to the consultation page? Consultation Detail- VC Mitchell Park (VCMP) Business Plan » Shire of Donnybrook Balingup	Yes, attachment 4 is the Business Case (Business Plan) as presented to Council. The submission focuses on the forecast for future usage, costs, marketing, management and the like. However, the Business Case (Business Plan) verifies the project feasibility ahead of it happening, the Business Case (Business Plan) is being provided to the Community past
	I'd expect that if the Shire wanted feedback on the 'business plan' then the document provided should be	tense.
	forward facing and define what 'success' looks like (and how success will be achieved)? Item 4 is largely a collection of all the old information already given to residents. In my view, I'd have hoped to see 3x Business Plans (Tennis, Footy, Shire) including things like: • planned activities across 12months up to the 5yr term	As the facilities are new or renewed, there isn't any data for "actual" P&L. Forecast costs are included in the draft Management Model and Life Cycle plan (Attachment 7 of the Business Case (Business Plan). The proposed management model reflects that, staffing, volunteer plans, and legal compliance will be the responsibility of the license holder as per the Shire's Property Management Framework. Fees and charges for access / hire will be determined by Council post
	 strategy and vision for the upcoming year(s) new business initiatives to attract community/customers actual P&L statement of previous years, and what the forecast will be confirmed activities in the near and long term example of events, their cost to run, and expected revenue generation back to Shire 	community feedback, as a product of the consultation and benchmarking.



Submitter Type	Submission	Administration Response
Rate Payer (ICOR107022)	 staffing and volunteer plan KPI's pricing structures for hiring spaces in the new VCMP how they are complying to all legal requirements (Clubs WA, HACCP, Liquor Act etc) applicable to their use or permitting others to use the facility COMMENT 1- this is not a Business Plan The VC Mitchell Business Case document of 400-pages is mostly not applicable for this point of the project because a 'Business Case' is not a 'Business Plan'. Shire should be laser focussed on describing (and selling) the precinct benefits and impacts when in operations, not re-hashing the original business case. The VC Mitchell Business Case gives the naysayers just more reason to look backwards, instead of looking forwards. From the Shire website asking for submissions: "The Business Plan outlines a comprehensive plan to redevelop VC Mitchell Park into a modern, multi-use community, sporting and recreation precinct, which aims to enhance local amenities, support community health and well-being, and drive economic growth through improved facilities and increased participation in sports and events. The Plan includes an overall assessment of the major trading undertaking and addresses expected 	As above



Submitter Type	Submission	Administration Response
	If this truly was a business plan, then it should read to the effect of: "The Business Plan outlines how the redeveloped VC Mitchell Park will be utilised so that our modern, multiuse community, sporting and recreation precinct, best enhances local amenities, supports community health and well-being, and drives economic growth through improved facilities and increased participation in sports and events. The Plan includes the governance and facility management arrangements agreed (in principle) by the Shire and Licensees so that the large investment made by the Shire and its residents is used responsibly, provides the biggest impact to the community, and is financially sustainable for the next 50 years." It would then be expected that from the details within a Business Plan compiled to answer those questions, that I (and residents) could provide better commentary as to what our thoughts are for the future-state.	
Draft Licences	and Management Model	
Rate Payer (ICOR107022)	COMMENT 2- the management model failed in Eaton only a few years ago	The proposed Management Agreement differs from the model referenced by the submitter. Various models and variations were
	The proposed management model failed at in 2021 at the Eaton Sports Club. The Shire of Dardanup extinguished	discussed and workshopped with the council and primary facility users.



Submitter Type	Submission	Administration Response
	the Eaton Boomers Football Club licence in December 2021 for their pavilion (Source: Shire of Dardanup OCM 20211215-minutes.pdf) and I know from experience (my wife was the facility manager for the Boomers in 2019/20) there were alot of problems with the arrangement.	The proposed model incorporates a blend of paid and volunteer efforts, which is essential for its success. Consequently, the Council has had to balance the needs of the Council with those of the volunteers and community groups. The facility's completion has already generated significant economic benefits, and it continues to provide ongoing economic advantages from its visiting users.
	Please take note of the following quote by the Boomers President around the time this was happening, as this is what I believe surmises well the risk to the DFC (focussed on facility instead of club):	The incentive for the licensee is the revenue generated from hire fees. The draft licence ensures clear accountability, and the terms and conditions of the Management Agreement shift costs, which would otherwise be payable by the Council, onto the licensee.
	Source: News Story- Eaton sports club is open for bookings! » Shire of Dardanup	The licence will have a duration of five years, with a review period of the Management Agreement and Licence scheduled at the two-year mark.
	Some additional reasons why I don't support this proposed management model: (1) it directly acts against a claim within the 'Business Case's Cost Benefit Analysis' by negatively impacting job generation during its operating period. If volunteers are going to do everything required that would otherwise be	Council acknowledges the importance of maintaining its role as a prominent beneficiary of the community's investment. The new facility is a significant milestone for Donnybrook and is expected to drive positive change across the region.
	a paid job, what else is left aside from the occasional maintenance call-out? (2) A footy club does not have the skills or experience to run a multi-million-dollar facility all year round, especially if their reliance is on volunteers and not paid personnel that can manage their obligations to WHS Act, Health Act,	In developing the management model, Council has carefully balanced its needs and overall direction with those of the volunteers, community groups and ratepayers. Mechanisms have been put in place to ensure that the overall outcome benefits all stakeholders. For example, bookings are managed via an online booking portal rather than directly through individual licensees, ensuring transparency and efficiency.



Submitter Type	Submission	Administration Response
/ /	Local Government Act, Food Act, Liquor Licence, or other	
	legislative requirements.	The Shire's Property Management Framework enables all community
	(3) The management model gives the feeling that the	groups to be assessed for eligibility for a rent reduction through the
	Shire is driving with no hands on the wheel. There are no incentives or requirements for the licensee to act in the	Community Benefit Subsidy. This subsidy rewards community groups that demonstrate compliance with legislative requirements, provide local
	interests of the community and market/sell the space for	support, and proactively offer services that benefit the community as a
	other events. If that's not what's expected of them, then	whole.
	why not? The lines or responsibility need to be better	
	defined in respect to achieving the goals and vision of the	The Management model ensures that all individuals and community
	precinct for sustained financial returns to pay down the	groups can benefit from the new facility, as it is available for hire. The
	loan.	hiring process will be easy as it will utilise an online booking system.
	(4) The Licence document Schedule shows an immediate	
	5yr term. This seems highly risky for the Shire. There are	During its consultation phase, Council considered various management
	no protections should the DFC quickly realise they are out of their depth and fail to meet expected standards. I	models, including a Shire-run model; however, this was not the preferred approach.
	propose an escape clause in that at 12 months, the Shire	арргоаст.
	will review the performance metrics and completion of	Concerns regarding the booking fees and the cost of the new system are
	policies, procedures, business plans etc. The 12months	noted. There is an establishment fee and a minimal ongoing fee for the
	also is able to be used by DFC to walk away. Only from	service. However, this system will be utilised for all Shire facilities,
	then should the extended term be in effect.	ensuring automation and accessibility while allowing the Shire to remain
		in control of bookings. This approach streamlines the process and
	COMMENT 3- Shire is giving up the best vehicle to lead	provides a consistent and efficient booking experience for all users.
	change toward a more connected community and a unique revenue stream	Implementing this online booking system aligns with the Council Plan
	Following on from my sentiment in COMMENT 2, the	priority project 12.1.1, Provide an improved booking system for Shire
	management model could be perceived as the Shire	services,



Submitter Type Subr	omission	Administration Response
givin this is the decay across needs bequested bequested by the disconstruction of the disc	Ing up its rightful place as the prominent beneficiary of a investment back into the community. The new facility he biggest and best thing to happen to Donnybrook in cades and it will be the catalyst for positive change loss the region. For the change to be successful it eds constant and solid leadership it can rely on, yet by queathing much of the control to the licensee, the re limits the benefits this unique new revenue stream ald add back into the community. Truggle to see how in any way this 'gives back' to local ups except for the licensee. The licensee benefits from counted rent rates, all the revenue generated from lity use (except for Shire booked events), and even the re paying the licensee staff and consumption rates en holding an event. If there is no disbursement of enue back to community groups that use the facility, in this model will severely limit their benefit should y wish to host an event. Also, according to the Liquor introl Act, the licensee cannot profit share (source: fit sharing and management agreements DLGSC) ess it's applied for and agreed upon. The analternative to this "Only the Licensee Wins Model", we about a model where the Shire hires a Community velopment Officer to act in the interests of the whole	events and facilities (including transit parks, sporting ovals, community halls etc). We believe this investment will ultimately benefit the community by making the booking process more straightforward and reliable.



Submitter Type	Submission	Administration Response
	community and is supported by the hiring of a full-time Facility Manager (also acting as Bar Licensed Manager). Those two roles, working in tandem with the Rec Centre, and able to better navigate the cohabitation and optimal use of the precinct. And instead of going to one club, the revenue goes into a pool of which sustainable asset management investments can be met, and a % of the same pool funds go into many more grant opportunities across the Shire. Obviously, this is a very rudimentary idea, but I know which one would be better received by the community.	
	COMMENT 4- losing 15% of all booking fees is not ideal Surely the workflow for community bookings could be simpler. Why the immediate need to go to a bells-and-whistles option that costs \$1,800/yr plus loses 15% of all booking revenue. Seems like the Shire is giving away money for free when it could have added a page to its website with a shared calendar updated by Shire Admin for the first year. Upgrade to an automated solution once demand takes off.	
Community Group (ICOR107461)	Attachment #	Presentation has been provided as an attachment for public viewing.



Submitter Type	Submission	Administration Response
Community Group (ICOR107459)	Attachment #	 Licence holders will pay for all outgoings inc. security lighting for the term of the licence regardless of who is booking the facility. Special circumstances would be if the Shire had to use the facility for an extended period of time for emergency purposes. The Shire will be able to book the facility (pav 1 and 2) via the booking system. If the booking is used for Council only session (no external parties) then it will be booked free of charge, capped at 4 booking. After this the Shire can make bookings and will be charged the Community rate of hire. Agreed hours – The Licensee will nominate its intended times at the commencement of the licence and at annually at an agreed time with the CEO. These will serve as the base bookings and will be blocked out in the booking system. These dates can be added to or changed throughout the year. Unbooked dates present an advantage to the Licensee, as they can generate income by hiring out the facility on these days. This will be reflected in the Management Agreement at Annexure 3. The licensee in not required to pay drainage or sewerage charges as per the Management Agreement – Annexure 3. Non-specific outgoings – All costs have been outlined in the Management Agreement – Annexure 3. Insurance – the clause regarding the requirement to hold employers' indemnity insurance will remain in case the licensee's employment circumstances change.



Submitter Type	Submission	Administration Response
		 Return of licensed Premises to licensor at the conclusion of each period of use – Clause 6.5 will be waived in the Management Agreement – Annexure 3. No alterations without prior written consent – This clause will remain. Consent can be given over email. Restrictions on use 8.1(g) – The Management Agreement – Annexure 3 will allow consent for the licensee to use the premises to be used for the consumption of alcohol for the duration of the licence term. 8.1(h) will be reworded to allow for auctions as long as they do not breach any applicable laws, e.g. Auction Sales Act 1973 and regulations. CI 17. Will be changed to reflect that the premises cannot be hired except in accordance with the terms and conditions set out in the Licence and Management Agreement. CI 21.4 remains as it means that the Licensee has to keep paying as usual until a decision or agreement is made, and if they paid too much, they'll get a refund. Schedule – Item 1 the tennis courts will be reflected in the plan on Annexure 1 Schedule- Item 2 this will not be changed. When hiring out the facility via the booking system the licensee will determine the booking spaces. Schedule- Item 7 Licence Fee – This fee has been determined by the Property Management Framework. The fee is based on the annual minimum GRV rate (\$1,667) for all Shire leased or



Submitter Type	Submission	Administration Response
		licenced properties. Of which a Community Benefit Subsidy of 75% will be applied based on the Annual Health check submitted to the Shire, further reducing the Licence Fee to \$416.75. • Without waiving the moratorium, the licence fee will be \$1669.80 + CPI. No Community Benefit Subsidy can be applied. • The Management Agreement fee is offset by the terms and conditions outlined in the agreement. This means that the overall costs of running and managing the facility have been shifted to the licensee, rather than being borne by the Shire. • Schedule – Item 10- the licence fee will be reviewed as per the PMF. – This is based on the minimum GRV levied by Council and then the subsidy will be applied based on the information contained in the Annual Health Check. • Annexure 1 will include the licence perimeter including the courts etc. • Annexure 3 – The Shire will be setting the fees and charges for all hire charges. This income will go directly to the licensee. • Annexure 3 – Security lighting will be paid for by the licensee. • Annexure 3 – Termite inspections are not required for the timber decking and pergola. • Other minor edits have been amended.
State	I took x3 District Officers from the Department Fire	The licence agreements allow for the Shire to access and use the facility
Government Department	Emergency Services, Lower South West region for a tour of the recently upgraded VC Mitchell Park, as I think that	in case of an emergency.
(NCOR13720)	the facility has potential to be utilised for an Incident	
(14001113720)	Control Centre (ICC) for more complex emergencies. The	



Submitter Type	Submission	Administration Response
	Shires SES will still be utilised as the Incident Control Centre for more complex level 1 incidents and smaller, less complex level 2 incidents, however anything beyond that, VC Mitchell would be seriously considered. Overall, their feedback was very positive and agreed that the space could be utilised effectively and regularly. Some key points they raised (informally) were:	
	 Umpire Change Rooms good space for aircraft personnel to have a break away from an Incident Management Team (IMT) separate showers reasonably secure for personal items Kitchen on bottom level Good area to brief & feed incoming/outgoing 	
	crews Good separation from incoming crews and IMT (less IMT interruptions) Cool room/commercial kitchen space Good size Save the incident money by requiring less portable cool rooms	
	 Acoustics Not much echo in the second storey, which is good when there is aircraft outside and 20 other people on the phone inside 	



Submitter Type	Submission	Administration Response
	 Appropriate distance from evacuation centre (less travel for the Incident controller = more time focussing on the incident itself!) Good number of smaller offices throughout facility – most would be utilised Ability to partition the main function room – positive Other possible uses that were discussed from an EM perspective were: Regional forums & meetings Regional Leadership forums for each service (BFB, VFRS, SES) Regional Operations Advisory Committee Regional Trainer Assessor Forums Interagency Forums (WAPol, DBCA, DFES, LG) Regional training – everything from introductory 	
	courses to the more advanced 4-day courses Also, given that SoDB shares boundaries with the South West DFES Region (Shires of Capel, Dardanup & Collie) and the Wellington Blackwood District, this would be a reasonably central location when both regions meet/train together. I've shared some info with the Bunbury DFES Office this morning.	



Information set out below has been prepared as a result of discussions had to date between representatives from the Donnybrook & Balingup Shire and Donnybrook Football Club (DFC). This information provides the readers with an overview of DFCs support and commitment towards operating the new Community Centre at VC Mitchell Park

Comments		DFC Statistics	Information Sources	
Number of paid members,		490 playing members	From 2024 DFC Data	
life members and total		35 Life members	Base	
number of members		Volunteers = 300+		
	4)	Total circa 890 people from within the Donnybrook and Balingup Shire and surrounding district		
Number of players, all	1)	Auskick participants = 71,	From PlayHQ 2024	
inclusive; including Auskick	2)	Juniors' both DFC and Preston Thunder participants = 264,	Data Base	
	3)	Colts, Reserves, Women, League teams combined participants = 155		
	4)	Total participants = 490		
Home games for all including	1)	9 or 10 per season depends on Roster that year for Colts, Reserves, Women and League	Based on SWFL	
women, juniors etc	2)	Juniors predominately weekly at VC Mitchell with similar 9 to 10 home games a season	Fixtures historical	
	3)	Auskick players every Friday night during their season	data	
Attendance figures for home	1)	Average of 600 people visit Donnybrook per league playing day and this can increase to 800+	Based on historical	
games		plus on some days. Home finals see 2,000+ supporters attend the games over the course of the	data and AFL	
		day.	bulletins	
	2)	during the course of Saturday DFC Junior games another 400+ would be supporting their teams		
	3)	Western Australia Football Commission data shows that Donnybrook, in terms of per head of		
		population, has the highest % of junior player participating in the Southwest		
	4)	The latest review by the AFL indicates that for every \$1 spent locally by a Football Club generates		
		in the vicinity of \$4.50 within the community		





Events and Room Hire	Generally, past history has shown there have been 7 events held annually within the Centre Based on history	rical
Opportunities	Based on the change in venue since 2023 it is expected that the number of events being held	
	would increase and cross over into private to community groups functions as well as DFC	
	planned events	
Social Benefits	1) There is an additional social benefit that are likely to be generated by participation in organised, Western Austra	alian
	club-based sport and in this case football. Football Comm	nission
	a. Social Inclusion (WAFC)	
	b. Civic Pride	
	c. Empowerment	
	d. Social Connectedness	
	e. Regional Population Stability	
	f. Cultural Integration	
	g. Personal Wellbeing	
	2) Football, and or any sport provides a unique social environment that brings kids together, AFL Bulletin	
	allowing them to form friendships and develop social skills. Team sports like football encourage	
	children to communicate effectively, resolve conflicts, and empathise with others.	
	Girls who play sports develop self-esteem, confidence, resilience, and learn to work in teams.	
	They tend to stay in school longer, and work towards improved ability to deal with pressure,	
	better academic performance, sports teach teamwork, healthy lifestyles improved self-	
	confidence.	
Community Centre	The overall facilities operations management model would follow the DFC management	
Operational Plan	structure and delegation of duties portfolio plus alignment with Shire policies and procedures as	
	set out in the Licence Agreement	
	The core aspects of the plan are setting clear and achievable objectives within our capabilities	
	and volunteer support group	
	Engage community group input and feedback to assist in supporting the use of the community	
	centre	







DFC contributes to the greater community.

The following are but some of the activities the DFC is involved in as part of our commitment to the community

- SW Football League DFC foster the sport of football for all ages, gender, and ability, and allow them to participate, pathway to the WAFL, AFL levels of competition
- 2) Leschenault Land Commission (LLC) Preston River Revegetation Program (Donnybrook)
- 3) Heart Hub Southwest Inc, Road Trauma Support fund raising events
- Motor Neurone Disease (MND) Fundraising events
- 5) Donnybrook Senior High School donations, equipment and playing uniforms
- 6) CWA donation of equipment
- 7) Donnybrook Apple Festival donations, and loan of equipment
- 8) **16 Days in WA, International Day for the Elimination of Violence Against Women** is an affiliate charity, with annual event as a major fundraiser for the event.
- 9) White Ribbon Day, part of the SWFL annual event fundraiser for the event
- 10) Run DIPG/DMG, a charity dedicated to improving outcomes for patients and their families impacted by the deadliest form of childhood cancer. Club members ride to raise funds.
- 11) Community, attracting others from the broader SW community to visit Donnybrook whilst attending scheduled Junior and SWFL matches, many of those who come to support their team/s visit local business and other places of interest.
- 12) Buy Local, DFC buy local and promote local within our operations to support the canteen/kitchen, on special event days, the bar and operate successfully.
- 13) Belt Up is a road safety awareness campaign to promote wearing seat belts on WA roads to reduce the severity of injury in a crash.
- 14) Annual Car Rally Event support and facilities
- 15) Bibbulmum Track Trek support and facilities

From 2024 and past historical data



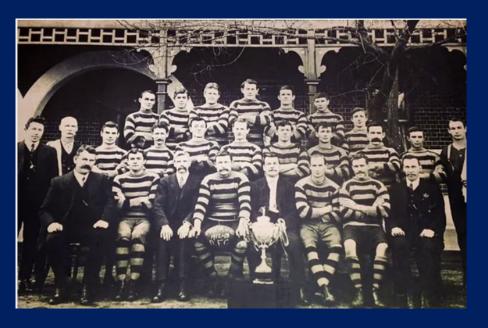






DFC Structure and Subcommittees

The following is a high-level structure established by the DFC Board to manage the 3 Pillars to Success. These pillars focus on the game of Football, the Clubs Financial and Commercial responsibilities and our Community and Infrastructure commitment. Within the structure sub committees are established to provide support to each part of the club and work towards achieving the combined objects and make sure they have resources to do so. Members of these sub-committees apply a hands-on approach and make things happen for the Club.

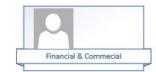






Donnybrook Football Club Board



































Community

- Our community takes pride in our actions that positively contribute and make a meaningful difference to our town
- Better people make better footballers, develop great footballers & outstanding people
- We will grow participation in our game
- We will support our affiliated charities
- We will regularly communicate & show gratitude to our sponsors & members
- We will be the SWFL leaders in digital media innovation and communication





Attachment - 8.1.1(5) Fees & Charges					
	Community		Commercial		
Pavillion 1	All Day	p/hr	All Day	p/hr	
Community Room	\$428	\$42.80	\$680	\$68.80	
Bar	\$214	\$21.40	\$344	\$34.40	
Kitchen	\$214	\$21.40	\$344	\$34.40	
Multi-Purpose Room 1 (siren room)	\$110	\$11.00	\$180	\$18.00	
Multi-Purpose Room 2 (overlooking tennis)	\$150	\$15.00	\$230	\$23.00	
Canteen	\$150	\$15.00	\$230	\$23.00	
Away Changerooms	\$150	\$15.00	\$230	\$23.00	
Home Changerooms & first aid room	\$214	\$21.40	\$344	\$34.40	
Ground floor toilets	\$100	\$10.00	\$170	\$17.00	
Umpire room 1 or 2	\$110	\$11.00	\$180	\$18.00	
cleaning fee - if not left in the same condition as prior to use	at cost +	-25%			
bond (to be paid for all bookings over 2hrs) \$500				1	
Pavilion 2					
Amenities section only		\$10.00	\$170	\$17.00	
Function room with amenities	\$214	\$21.40	\$344	\$34.40	
Function room with amenities + Kitchen/Alfresco		\$25.00	\$390	\$39.00	
Amenities + Kitchen and Alfresco	\$214	\$21.40	\$344	\$34.40	
Amenities and Alfresco	\$130	\$13.00	\$220	\$22.00	