



Shire of  
**Narrogin**  
*Love the life*

## AGENDA

### ORDINARY COUNCIL MEETING

25 FEBRUARY 2026

#### NOTICE OF ORDINARY COUNCIL MEETING

Dear Elected Member & Community Members

Pursuant to Resolution 221025.05 of 22 October 2025, an Ordinary Meeting of the Shire of Narrogin will be held on 25 February 2026, in the Shire of Narrogin Council Chambers, 89 Earl Street, Narrogin, commencing at 7:00 pm.

Dale Stewart  
**Chief Executive Officer**

### **Acknowledgement of Noongar People**

The Shire of Narrogin acknowledges the Noongar people as traditional custodians of this land and their continuing connection to land and community. We pay our respect to them, to their culture and to their Elders past and present.

Naatj ngiyen Birdiya Gnarojin kep unna nidja Noongar Moort ngaala maya nidja boodjera baarlap djoowak karlerl koolark. Ngalak niny ngullang karnan balang Bibolman baalap borong koora wer boorda.

**Electronic copies of minutes and agendas are available for download from the Shire of Narrogin website [www.narrogin.wa.gov.au](http://www.narrogin.wa.gov.au)**

**Alternative formats are also available upon request, including large print, electronic format (disk or emailed), audio or Braille**



Shire of  
**Narrogin**  
*Love the life*

# STRATEGIC COMMUNITY

SNAPSHOT

PLAN  
2017-27

## VISION

To be a leading regional economic driver and a socially interactive and inclusive community.

## MISSION

Provide leadership, direction and opportunities for the community.

## KEY PRINCIPLES

In achieving the Vision and Mission, we will set achievable goals and work with the community to maintain a reputation of openness, honesty and accountability. In doing so we will:

- Respect the points of view of individuals and groups;
- Build on existing community involvement;
- Encourage community leadership;
- Promote self-reliance and initiative;
- Recognise and celebrate achievement;
- Support the principles of social justice; and
- Acknowledge the value of staff and volunteers.

## OUR VALUES

### Care with Trust & Teamwork

**Caring** - We display kindness and concern for one another and our community

**Accountability** - We accept responsibility for our actions and outcomes

**Respect** - We treat everyone how we would like to be treated

**Excellence** - We go the extra mile to deliver outstanding services

**Trust** - We share without fear of consequences

**Team Work** - We work together for a common goal

## ECONOMIC



### Support growth and progress, locally and regionally...

#### Growth in revenue opportunities

- Attract new industry, business, investment and encourage diversity whilst encouraging growth of local business
- Promote Narrogin and the Region
- Promote Narrogin's health and aged services including aged housing

#### Increased Tourism

- Promote, develop tourism and maintain local attractions

#### An effective well maintained transport network

- Maintain and improve road network in line with resource capacity
- Review and implement the Airport Master Plan

#### Agriculture opportunities maintained and developed

- Support development of agricultural services

## SOCIAL



### Provide community facilities and promote social interaction...

#### Provision of youth services

- Develop and implement a youth strategy

#### Build a healthier and safer community

- Support the provision of community security services and facilities
- Advocate for mental health and social support services
- Continue and improve provision of in-home care services

#### Existing strong community spirit and pride is fostered, promoted and encouraged

- Develop and activate Sport and Recreation Master Plan
- Engage and support community groups and volunteers
- Facilitate and support community events
- Provide improved community facilities (eg library/recreation)
- Encourage and support continued development of arts and culture

#### Cultural and heritage diversity is recognised

- Maintain and enhance heritage assets
- Support our Narrogin cultural and indigenous community

#### A broad range of quality education services and facilities servicing the region

- Advocate for increased education facilities for the region
- Advocate for and support increased education services

## ENVIRONMENT



### Conserve, protect and enhance our natural and built environment...

#### A preserved natural environment

- Conserve, enhance, promote and rehabilitate the natural environment

#### Effective waste services

- Support the provision of waste services

#### Efficient use of resources

- Increase resource usage efficiency

#### A well maintained built environment

- Improve and maintain built environment

## CIVIC



### Continually enhance the Shire's organisational capacity to service the needs of a growing community...

#### An efficient and effective organisation

- Continually improve operational efficiencies and provide effective services
- Continue to enhance communication and transparency

#### An employer of choice

- Provide a positive, desirable workplace

## DISCLAIMER

Council and Committee agendas, recommendations, minutes, and resolutions are subject to confirmation by the Council or Committee and therefore, prior to relying on them, one should refer to the subsequent meeting of Council or the Committee with respect to their accuracy.

No responsibility whatsoever is implied or accepted by the Shire of Narrogin for any act, omission or statement or intimation occurring during Council/Committee meetings or during formal/informal conversations with staff.

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In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a license, any statement or limitation or approval made by a member or officer of the Shire of Narrogin during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of Narrogin. The Shire of Narrogin warns that anyone who has an application lodged with the Shire of Narrogin must obtain and should only rely on WRITTEN CONFIRMATION of the outcome of the application, and any conditions attached to the decision made by the Shire of Narrogin in respect of the application.

In accordance with Regulation 14I of the *Local Government (Administration) Regulations 1996*, the Shire of Narrogin records all Council Meetings. Recordings are publicly available within 14 days and retained for at least 5 years. Copies may be provided to the Departmental CEO upon request.

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# ORDINARY COUNCIL MEETING

17 DECEMBER 2025

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## 1. OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member, President Ballard, declared the meeting open at x:xx pm.

Before we begin, I remind Elected Members, Employees, and the public, that this meeting is being recorded in accordance with Regulation 14I of the *Local Government (Administration) Regulations 1996*. The recordings will be made publicly available and serve as a public record of proceedings.

While Section 9.57A of the *Local Government Act 1995* provides the Local Government with limited protection from defamation liability for content published on its official website as part of a broadcast or recording of Council proceedings, this does not extend to Elected Members or Employees and I encourage all participants to ensure their contributions are respectful, professional, and consistent with the standards expected of Council meetings. Please remember that all comments will form part of the public record.

## 2. RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

### Members (Voting)

Mr L Ballard – Shire President (Presiding Member)

Cr G Broad – Deputy Shire President

Cr M Fisher

Cr C Bartron

Cr J Pomykala

Cr T Wiese

Cr R McNab

### Employees

Mr D Stewart – Chief Executive Officer

Mr I Graham – Executive Manager Corporate & Community Services

Mr A Majid – Executive Manager Planning & Sustainability

Mr J Warburton – Executive Manager Infrastructure Services

Mrs L van Heerden – Executive Support Officer

### Leave of Absence

Nil

### Apologies

### Absent

### Visitors

**3. DECLARATION OF INTEREST BY ELECTED MEMBERS AND COUNCIL EMPLOYEES IN MATTERS INCLUDED IN THE MEETING AGENDA**

Name	Item No	Interest	Nature
Mr D Stewart	10.4.5	Financial and Impartiality	Relates to the Officers' Employment Contract
Mr D Stewart	10.4.6	Impartiality	The CEO knows the applicants for interim CEO.

**4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**

Nil

**5. PUBLIC QUESTION TIME**

Alicen Johnson  
On behalf of the Narrogin East Neighbour Collective  
PO Box 237  
Narrogin WA 6312

5th February 2026

To the Shire President and Councillors Shire of Narrogin

Subject: Request for Council to Communicate Community Concerns Regarding Proposed Lightsource BP Project

Dear Shire President and Councillors,

I am writing, as requested, to formally reiterate the question I raised during public question time at the November and December Shire of Narrogin council meetings, on behalf of the Narrogin East Neighbour Collective.

Given that the Shire of Narrogin may soon host 10 or 11 renewable energy projects and understanding that Council's position is to work in alignment with State Government requirements, we respectfully ask that, as our elected representatives, you write directly to Lightsource BP before their application is lodged.

We request that Council convey that the Narrogin East location is not suitable for this particular project, due to the large number of existing homes and neighbouring lifestyle properties and the significant community opposition that has been expressed.

As a collective, we have serious concerns about the proposed development and from our "live petition" we have collected over 350 signatures opposing the current site. At the public meeting held at the John Higgins Centre on Wednesday 19th of November from a show of hands, the majority of attendees indicated they were not in favour of the project proceeding at this location.

We believe the Narrogin Shire Councillors have expressed support for our community's concerns, and we view this formal request as an opportunity for the councillors to demonstrate and secure that support.

Encouraging Lightsource BP to consider a more suitable location would allow the Shire to continue benefiting from the remaining renewable energy proposals while ensuring this particular project is located away from existing homes and lifestyle properties.

Thank you for your consideration of this matter. We ask that our request as above be formally discussed by Council at the February 25th Council meeting.

Yours sincerely,

Alicen Johnson

On behalf of the Narrogin East Neighbour Collective

## **6. APPLICATIONS FOR LEAVE OF ABSENCE**

The next meeting is scheduled for 25 March 2026.

## **7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS**

### 7.1 Ordinary Council Meeting

#### **OFFICER'S RECOMMENDATION**

That the minutes of the Ordinary Council Meeting held on 17 December 2025 be confirmed as an accurate record of the proceedings.

## **8. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION**

## **9. PETITIONS, DEPUTATIONS, PRESENTATIONS OR SUBMISSIONS**

### **9.1. DOUG SAWKINS - RAILWAY DAM SUBMISSION**

The Shire President has agreed to a presentation from Mr Doug Sawkins regarding his submission previously provided to Elected Members regarding the declining water levels at Railway Dam and concerns about its long-term sustainability as a wildlife refuge and public amenity.

The submission outlines opportunities to improve runoff into the dam, reduce erosion and siltation, address fire access road and firebreak maintenance issues, and improve drainage and visitor amenity near the parking area.

The submission also raises concerns regarding water extraction practices and recommends clearer management measures to support the dam's future.

**SUBMISSION TO NARROGIN SHIRE COUNCIL – RAILWAY DAM from Doug Sawkins January 2026**

Dear councillors,

Railway Dam is at the lowest level that I have seen in my 40 years in Narrogin. I am extremely concerned about its future as a wildlife refuge and public amenity, and fear that it will reach a crisis unless there is much more runoff this year. The outlook for higher temperatures, lower rainfall (particularly in the growing season), and more variable summer rainfall increases the risk of severe erosion on unprotected exposed soil. The dam has no future unless it can receive more water from lighter rainfall events and be protected from siltation.

In 2024 I sent a submission to you with suggestions to increase runoff into the dam by redirecting water that was totally bypassing it.

My hope is that council will use this submission with the 2024 submission to

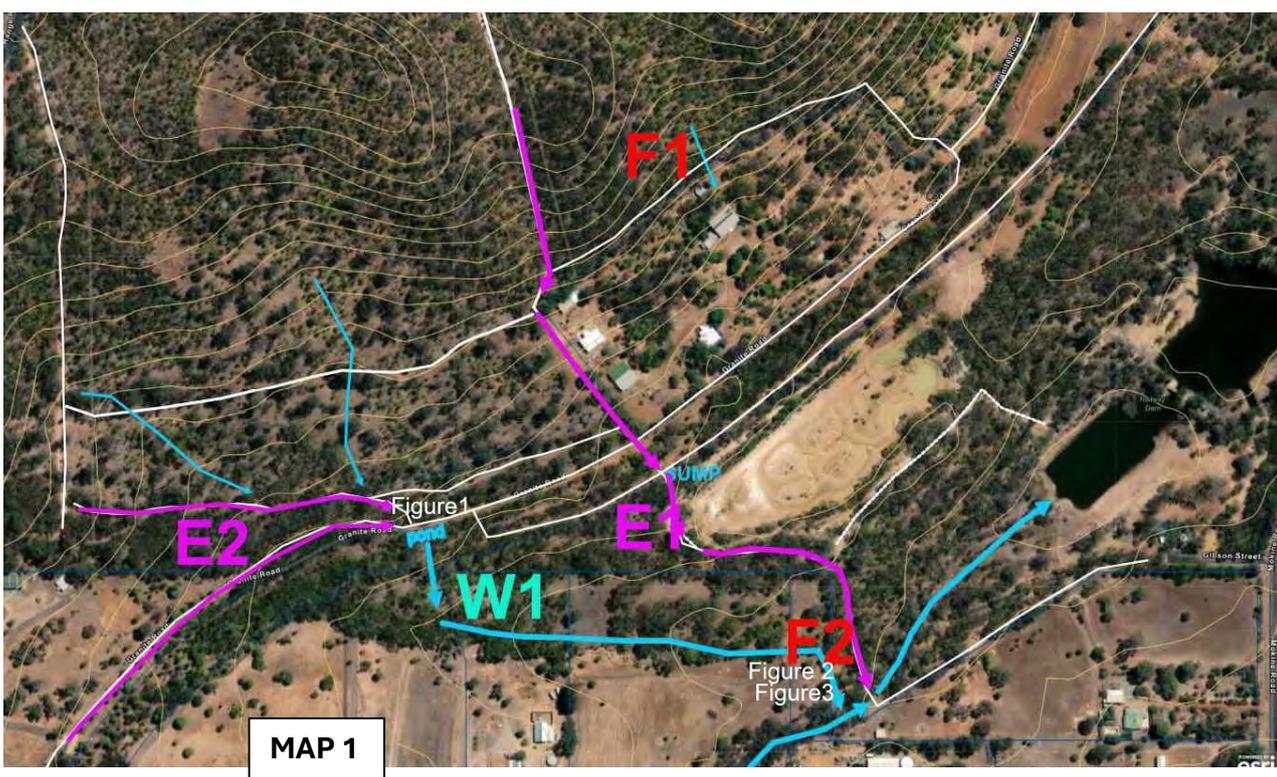
- Expand the existing management plan and
- Develop an integrated strategy to use as a blueprint for action to address these issues and capitalise on funding opportunities.

**Catchment Issues North and West of the Dam**

Over the past few months, I have examined the northwest catchment of the dam and have found several opportunities and threats.

1. There is considerable potential to increase runoff from low rainfall events using existing roads, reducing ponding and preventing loss from clogged waterways.
2. A number of the fire access roads present a high erosion risk and will dump large amounts of silt into dam channels and reduce runoff into the dam.
3. The fire risk to some properties west and north of Railway Dam is very high due to profuse grass growth, dead vegetation and inadequate or non-existent firebreaks.

Places requiring action are shown in Map 1. There is significant runoff after light rain in the eastern half of the diagram, which enters a historic drain leading to the inlet. Considerably more could be



generated by widening roads (particularly Granite Road) and eliminating losses from the road verge. There is already road erosion (see E2), which can be controlled by adding rock-lined spoon drains to these roads.

However, most runoff except after heavy rain is lost due to

1. Ponding to a depth of approximately 1 metre on the upside of the railway embankment before it exits via a 30cm pipe to the waterway. Figure 1. **High priority.**



2. A rock-lined drain and waterway (W1) leading from the pipe is broken in places and choked with detritus and dead trees. The drain is a historic structure, which is broken and eroded in sections. It would be expensive to restore the stone channel but needs to be unblocked and kept clear, or be bypassed by a diversion bank.



Figure 2 Intact drain section 2022



Figure 3 Blocked section 2026

E1 is a north-south fire access road, which erodes severely and dumps silt into Railway Dam. An inadequate sump has been constructed but erosion has not been addressed. This road is a valuable runoff source which needs to be stabilised. Figure 4 shows 2025 erosion.

Note that any runoff east of this road does not reach the dam. It runs into Archibald Park then into the dam's overflow or runs directly into the overflow. My 2024 submission contains suggestions to capture this water.

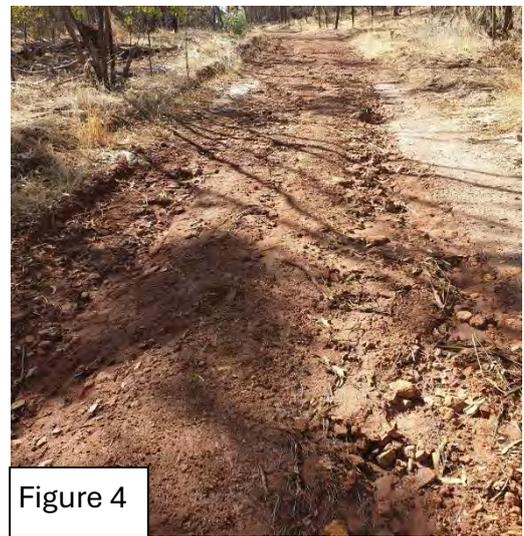


Figure 4

F1 indicates a serious fire hazard at the fire access road on the north side of the Bunker property, which has not been maintained and is too narrow for safe use by modern firefighting units. The bunker property is overgrown with weeds and scrub and lacks effective fire breaks. A fire either in the Commonage or this property could be devastating. Figure 5.



Figure 5

F2 indicates another very serious fire risk on the west side of Railway Dam due to rampant grass growth, fire prone scrub, and inadequate fire breaks. See map 2.



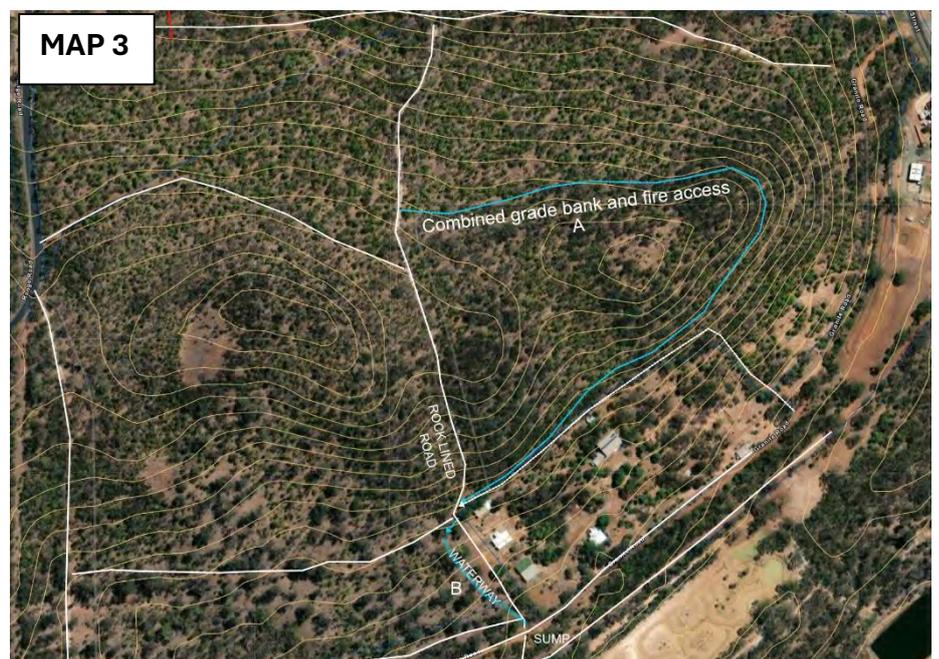
On the western side of the dams there is a 3.6-hectare land parcel, which incorporates a wedge of Railway Dam land to the dam's fire access road/ fenceline. The land parcel has no fire breaks, is unused and can only be accessed via Railway Dam. This land parcel appears to have no practical

value for the owner in the adjoining property on the eastern side, particularly if owners were required to maintain annual firebreaks. Perhaps the shire could investigate the possibility of acquiring this parcel to better manage the fire risk and construct a roaded catchment for the dam.

Dense grass growth must be reduced, particularly perennial veldt grass that is unaffected by fire. I have eliminated this and wild oats in Foxes Lair by spraying glyphosate in July for three consecutive years. A boom spray with a side sprayer would greatly reduce the fire hazard along fire access roads.



Map 3 shows suggestions for fire and water management in the Commonage. The Commonage is split into roughly quarters by fire access roads on the west side of the north-south fire access road, but not the east. If one is constructed on the east side to protect the Bunker property, I suggest that the feasibility of a graded contour bank/road (A) be investigated in order to provide extra runoff into Railway Dam.



There is a disused grassy track to the west of the north-south road on the west side of the bunkers (B) that may be suitable as a waterway to prevent further road erosion.

Map 4 shows suggestions to control erosion and improve water flow in the area south of Granite Road.



Water presently flows from a small sump down a fire access road, which is unsuitable for this purpose.

4a Last year Torre indicated that he intended to construct a diversion bank at this point to reduce road erosion downslope.

4b A V-drain has been constructed by the road, which will become a gully during the next rain. This gully and the road further downslope need to be protected using a rock-lined side drain ASAP.

4c at this point water can be diverted into a slight depression in bush downslope, to be collected by an extension of the diversion bank.

4d. Private land north of the historic drain is not being used or managed by landowners. Grades favour a diversion bank in this area, which would greatly increase water flow into Railway Dam at a much lower cost than repairing and maintaining the existing drain complex. I suggest that council obtain an engineer's assessment and if favourable, approach landowners to obtain permission to construct the bank.

### **Parking Area Issues**

Gullies leading into the southern side of the western dam are causing siltation and amenity issues. As a volunteer at the Narrogin and Dryandra Visitor Centre I receive comments from visitors regarding Wikicamps app warnings about gullies and the steep slope problem at the dam for caravan owners.

On Map 5 below severe gullying was evident in 2023 when this image was taken



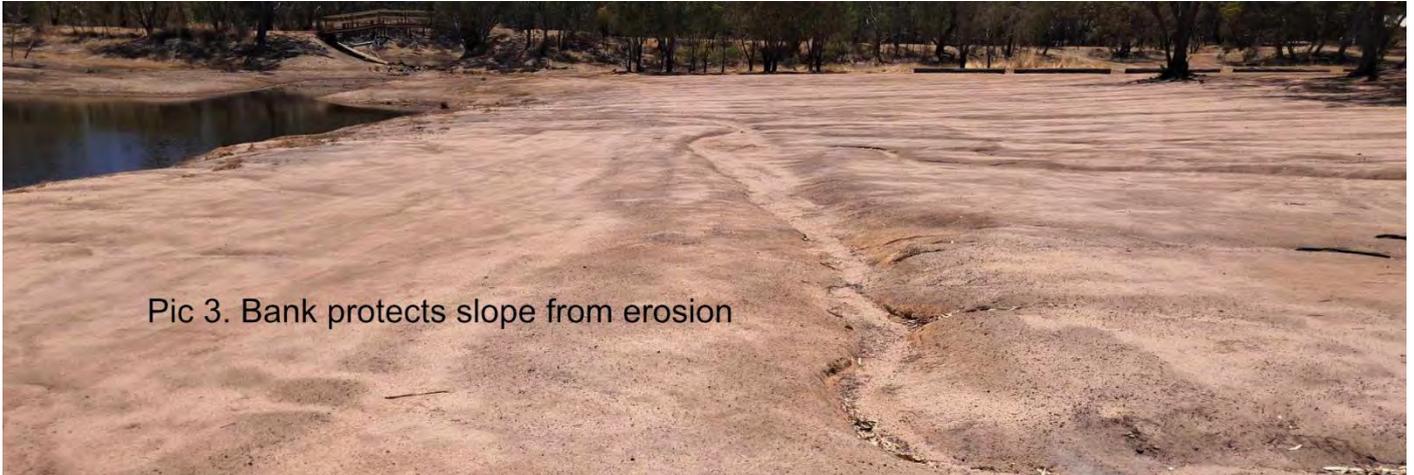
Pic 1 shows where water running down the entry road runs off the parking area exit has caused gullying down the eastern side of the picnic area. This can be easily corrected by making a low speed bump type bank on the road surface at the exit



At the end of the bitumen, runoff is diverted down the fire access road where it is largely lost by boggy patches or dense bush adjoining the road. Pic 2.



Extensive gullying below the parking area, and the protection provided by a low grade-bank which I had previously recommended is evident on Map 5. I recommended another bank be placed above, and Torre agreed. Unfortunately, the area above the bank was only graded. This was unfortunate as uncompacted graded soil washed out of the gullies the following year and was dumped into the dam. Pic3 shows the effectiveness of the bank continued in 2025, even though it had overtopped halfway along its length.



Pic 3. Bank protects slope from erosion

In the short term, grade banks which can be driven over need to be surveyed properly and built. Map 6 shows estimated grade banks which empty into a waterway on the eastern side.



If finances permit, a longer term solution may be to stabilise the slope , perhaps with concrete or bitumen.

Pic 4 shows the extent of gullies on the sides of the western dam tank, which will be an ongoing problem unless the dam fills more frequently.

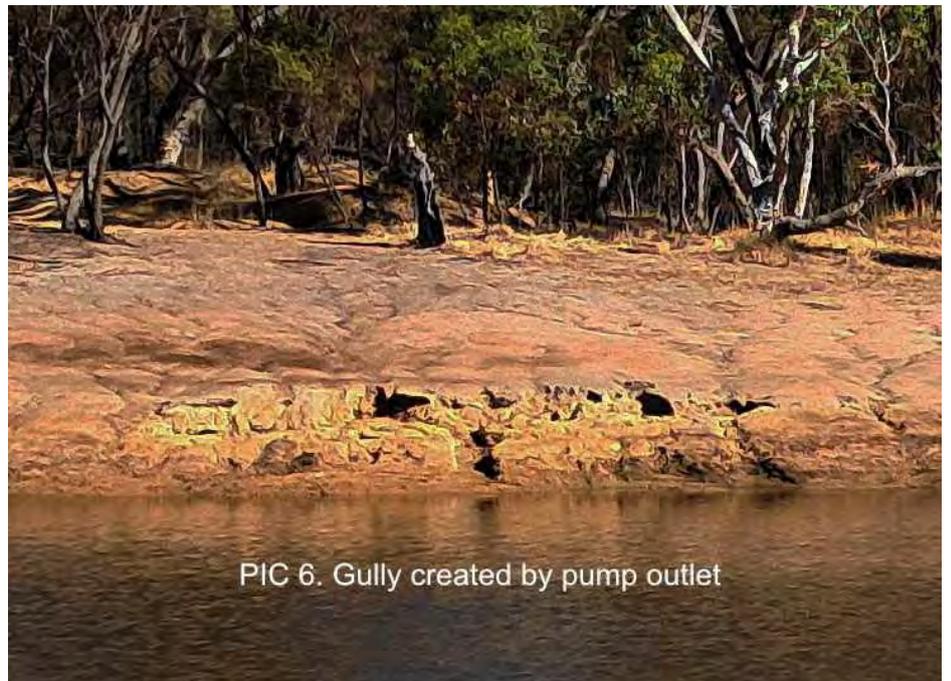


PIC 4. Gullies on excavated tank side

Pic 5 shows the extent of gully formation into the southwestern corner of the tank, which needs to be stopped.



Pic 6 shows erosion, which I think was created by the Narrogin Jetsprint Club. The club appears to have allowed water being pumped back into Railway Dam flow down the dam batters instead of extending the outlet pipe into the dam. If so, perhaps the club could rock line this gully.



Council appears to have no criteria to regulate extraction of water from the dam for Archibald Park. When Archibald Park is empty, I observed that the western dam level is reduced by about 15cm

after each event. For over a year I have asked for council to provide clear and measurable criteria to regulate water extraction for jet boat events. The current situation is clearly unsustainable.

I have also asked for a sign to stop people feeding ducks and turtles in the dam. I noticed a person tip a loaf of sliced bread into the dam recently. This food is not suitable for native animals: increased nutrients in the water increases the risk of a toxic algal bloom and botulism to them and dogs. Can a sign be erected as soon as possible?

I am happy to discuss these issues with you if you wish.

Yours sincerely

Doug Sawkins

41 Falcon St Narrogin

**10. MATTERS WHICH REQUIRE DECISIONS**

**10.1 PLANNING & SUSTAINABILITY**

Nil

**10.2 INFRASTRUCTURE SERVICES**

Nil

## 10.3 CORPORATE & COMMUNITY SERVICES

### 10.3.1 SCHEDULE OF ACCOUNTS PAID – DECEMBER 2025 & JANUARY 2026

File Reference	12.1.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	16 February 2026
Author	Belinda Knight, Manager Corporate Services
Authorising Officer	Ian Graham – Executive Manager Corporate & Community Services
Attachments	1. Schedule of Accounts Paid – December 2025 & January 2026

#### Summary

The Council is requested to note the payments as presented in the Schedule of Accounts Paid for December 2025 & January 2026.

#### Background

Pursuant to Local Government Act 1995, Section 6.8 (2)(b), where expenditure has been incurred by a local government, it is to be reported to the next Ordinary Meeting of Council.

#### Consultation

Consultation has been undertaken with the Executive Manager Corporate & Community Services.

Elected Members are encouraged to direct any queries regarding specific items within the Schedule of Accounts Paid to the Executive Manager Corporate & Community Services via email prior to the meeting. This approach allows sufficient time for thorough research and ensures that comprehensive responses can be provided to all Elected Members ahead of the meeting, facilitating informed discussion and decision-making.

#### Statutory Environment

The Local Government Act 1995, Section 6.8 (2)(b) and Local Government (Financial Management) Regulations 1996, clause 13 relates.

#### Policy Implications

The Council's Policy Manual contains no policies that relate and nor are there any proposed.

#### Sustainability & Climate Change Implications

*Environmental* – There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.

*Economic* – There are no significant identifiable economic impacts arising from adoption of the officer’s recommendation.

*Social* – There are no significant identifiable social impacts arising from adoption of the officer’s recommendation.

### Financial Implications

All expenditure has been approved via adoption of the 2025/2026 Annual Budget or resulting from a Council resolution.

### Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective:	4.	Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1	An efficient and effective organisation

### Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to present a detailed listing of payments in the prescribed form would result in non-compliance with the Local Government (Financial Management) Regulations 1996, clause 13, which may result in a qualified audit.	Rare (1)	Minor (2)	Low (1-4)	Compliance Requirements	Accept Officer Recommendation

### Risk Matrix

Consequence Likelihood		Consequence				
		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of two (2) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or

extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

**Comment/Conclusion**

The Schedule of Accounts Paid – December 2025 & January 2026 is presented to Council for notation. Below is a summary of activity:

December 2025 & January 2026 Payments		
Payment Type	\$	%
Cheque	\$4914.78	0%
EFT (incl Payroll)	\$3,899,401.79	74%
Direct Debit	\$1,345,285.82	26%
Credit Card	\$0.00	0%
Trust	\$0.00	0%
Total Payments	\$5,249,602.39	100%

Regional Payments	\$	%
Non-Local/Statutory	\$3,175,701.47	60%
Local Suppliers	\$780,213.64	15%
Payroll	\$1,293,687.28	25%
Total	\$5,249,602.39	100%

**Voting Requirements**

Simple Majority

**OFFICERS' RECOMMENDATION**

That with respect to the Schedule of Accounts Paid for December 2025 & January 2026, Council note the Report as presented.

Chq/EFT	Date	Name	Description	Payment Amount	Invoice Amount	Type
778	11/12/2025	Shire Of Narrogin - Petty Cash-admin		\$252.00		L
CATS NOV	30/11/2025		CATS - Petty cash recoup		\$252.00	
779	08/01/2026	Shire Of Narrogin - Petty Cash-admin		\$298.15		L
ADMIN DEC	31/12/2025		Admin - Petty cash recoup		\$298.15	
780	08/01/2026	Telstra		\$4,364.63		
K 895 397 061 5	12/10/2025		Telstra Charges Oct 2025		\$1,451.21	
K 345 873 951 6	12/11/2025		Telstra Charges Nov 2025		\$1,423.92	
K 366 136 661 0	12/12/2025		Telstra Charges Dec 2025		\$1,489.50	
EFT26817	05/12/2025	Aged Care Provider Assistance Pty Ltd		\$146.58		
INV-0386	28/11/2025		CHCP - Legislative queries		\$146.58	
EFT26818	05/12/2025	Air Response		\$41.25		L
TS	03/12/2025		Refund		\$41.25	
EFT26819	05/12/2025	Aquatic Services WA Pty Ltd		\$4,105.42		
AS 20250730	18/10/2025		NRLC - Valve replacement & filters		\$4,105.42	
EFT26820	05/12/2025	BKS Electrical Pty Ltd		\$660.00		L
5020	26/11/2025		Members - Goodshed Re-opening - Live Music		\$660.00	
EFT26821	05/12/2025	Ben Allinson		\$1,700.00		L
19	25/11/2025		Refuse Site - Whipper snipping 17Hrs		\$1,700.00	
EFT26822	05/12/2025	Best Office Systems		\$1,976.24		
652662	07/11/2025		OTHCUL - Handbook Printing		\$270.00	
653271	24/11/2025		Copier contracts		\$1,706.24	
EFT26823	05/12/2025	Brendan William John Firman		\$1,736.18		L
A112400	25/11/2025		Rates refund		\$1,736.18	
EFT26824	05/12/2025	CRISP Wireless		\$678.00		L
INV 19931	18/11/2025		CHCP - 2 x Replacement handset		\$678.00	
EFT26825	05/12/2025	CSSTech Pty Ltd		\$843.45		
I0004986	25/11/2025		MEHO - Mobile phone and accessories		\$843.45	
EFT26826	05/12/2025	Chris Cowcher Entertainment		\$600.00		
O3122025	03/12/2025		Members - Live entertainment - Christmas Party Dec 2025		\$600.00	
EFT26827	05/12/2025	Clive Malcolm Bartron		\$100.00		L
T6	03/12/2025		Refund Nomination Deposit		\$100.00	
EFT26828	05/12/2025	Cuballing Building Company		\$4,417.64		L
INV04205	28/11/2025		CHCP - Framed roof over wheelchair lift		\$4,417.64	
EFT26829	05/12/2025	Department of Fire & Emergency Services		\$101,355.55		
160383	21/11/2025		2025/2026 ESL - Quarter 2		\$101,355.55	
EFT26830	05/12/2025	Department of Human Services		\$1,717.96		
125	17/11/2025		Payroll Deductions		\$365.67	
125	17/11/2025		Payroll Deductions		\$493.31	
126	03/12/2025		Payroll Deductions		\$365.67	
126	03/12/2025		Payroll Deductions		\$493.31	
EFT26831	05/12/2025	Dormakaba Australia PTY LTD		\$264.00		
35WA1350362	18/06/2025		NRLC - Service automatic doors Apr 2025		\$264.00	
EFT26832	05/12/2025	Earl Street Physiotherapy		\$161.50		L
0056208	01/12/2025		CHCP - Standard physio consultation		\$90.00	
TS	03/12/2025		Refund overpayment		\$71.50	
EFT26833	05/12/2025	Easifleet		\$6,105.69		
03112025	03/11/2025		Employee deductions - Novated Lease		\$2,035.23	
17112025	17/11/2025		Employee deductions - Novated Lease		\$2,035.23	
03122025	01/12/2025		Employee deductions - Novated Lease		\$2,035.23	
EFT26834	05/12/2025	Edith Cowan University		\$375.00		
TS	03/12/2025		Bond Refund - Receipt 147082		\$375.00	
EFT26835	05/12/2025	Elgas		\$2,787.59		
0361125875	14/11/2025		NRLC - 2,800lt Gas		\$2,787.59	
EFT26836	05/12/2025	Eric Hood Painting		\$36,256.00		L
INV 102199	28/11/2025		39-45 Federal St - Painting of exterior surfaces		\$36,256.00	
EFT26837	05/12/2025	Fleet Commercial Gymnasiums Pty Ltd		\$2,832.50		
85200	19/11/2025		NRLC - Set of 5 Kettlebells - 4, 8, 12, 16 & 20kg		\$643.50	
85201	24/11/2025		NRLC - Concept 2 RowErg Machine		\$2,189.00	
EFT26838	05/12/2025	Fleetwood Building Solutions Pty Ltd		\$157,586.84		
S132255	26/11/2025		Caravan Park - Supply accommodation units - 3rd Payment		\$157,586.84	
EFT26839	05/12/2025	Great Southern Window Cleaning Services		\$550.00		L
026	26/11/2025		NRLC - Window cleaning		\$550.00	
EFT26840	05/12/2025	Guardian Safety Pendants		\$70.00		
INV 123899	01/12/2025		CHCP - Falls alarm SIM		\$70.00	
EFT26841	05/12/2025	Hancocks Home Hardware		\$39.95		L
10033764	28/11/2025		NRLC - Replacement air compressor tubing		\$39.95	
EFT26842	05/12/2025	Ikes Home Improvement & Glass Centre		\$827.53		L
00032026	26/11/2025		30 Gray St - Window repair		\$827.53	
EFT26843	05/12/2025	Initial Hygiene (Cannon)		\$653.66		
053202296	14/07/2025		NRLC - Sanitary & nappy unit service		\$653.66	
EFT26844	05/12/2025	Integrated ICT		\$215.71		
40467	27/11/2025		Admin - Exlaimer signature cloud Nov 2025		\$215.71	
EFT26845	05/12/2025	InterFire Agencies		\$2,157.32		
INV 24521	10/11/2025		BFB - Foam Concentrate		\$2,157.32	
EFT26846	05/12/2025	JH Computer Services		\$20,881.30		
007120 D01	30/11/2025		Admin - Microsoft 360 Nov 2025		\$2,423.30	
007122 D01	30/11/2025		Admin - Adobe Licences - Oct & Nov 2025		\$1,958.00	
007121 D01	30/11/2025		Admin - IT Contract - Dec 2025		\$16,500.00	
EFT26847	05/12/2025	Jordan Swadling		\$1,700.00		L
140020003	25/11/2025		Tip - Whipper snipping		\$1,700.00	
EFT26848	05/12/2025	Keeling Electrical Group		\$2,487.63		L
2094	25/11/2025		Railway Station Building - Electrical repairs		\$378.70	
2102	28/11/2025		NRLC - Electrical repairs		\$2,108.93	

84	EFT26849	05/12/2025	Leigh Norman Ballard		\$100.00		L
85	T6	03/12/2025		Refund Nomination Deposit		\$100.00	
86	EFT26850	05/12/2025	Lite n' Easy		\$1,363.42		
87	8307120	25/11/2025		CHCP - Lite n Easy		\$135.23	
88	8307123	25/11/2025		CHCP - Lite n Easy		\$135.23	
89	8307195	25/11/2025		CHCP - Lite n Easy		\$103.73	
90	8307661	25/11/2025		CHCP - Lite n Easy		\$167.40	
91	8309900	25/11/2025		CHCP - Lite n Easy		\$88.68	
92	8310076	25/11/2025		CHCP - Lite n Easy		\$204.85	
93	8310820	25/11/2025		CHCP - Lite n Easy		\$91.80	
94	8264214	25/11/2025		CHCP - Lite n Easy		\$195.01	
95	8286503	25/11/2025		CHCP - Lite n Easy		\$103.42	
96	8290457	25/11/2025		CHCP - Lite n Easy		\$138.07	
97	EFT26851	05/12/2025	Marketforce Pty Ltd		\$338.13		
98	1884944	30/09/2025		Members - Form 19 results of election		\$338.13	
99	EFT26852	05/12/2025	Murray John Fisher		\$100.00		L
100	T6	03/12/2025		Refund Nomination Deposit		\$100.00	
101	EFT26853	05/12/2025	NER Finance		\$270.41		
102	NA00217382	15/10/2025		NRLC - Monthly printer rental - Nov 2025		\$270.41	
103	EFT26854	05/12/2025	Narrogin Auto Centre		\$425.00		L
104	344685	08/08/2025		NGN219 - Nissan X-Trail - CATS Car service		\$425.00	
105	EFT26855	05/12/2025	Narrogin Betta Home Living		\$1,499.00		L
106	25710109621	28/11/2025		CESM - N05504 - Hilux - Engel 40L fridge		\$1,499.00	
107	EFT26856	05/12/2025	Narrogin Eagles Sporting Club		\$291.00		L
108	T5	03/12/2025		Refund overpayment		\$291.00	
109	EFT26857	05/12/2025	Narrogin Earthmoving & Concrete Pty Ltd		\$1,375.00		L
110	IV00000003801	19/11/2025		Cemetery - 25T Yellow Sand		\$825.00	
111	IV00000003767	25/11/2025		Caravan Park - Float Excavator from Depot to Caravan Park		\$550.00	
112	EFT26858	05/12/2025	Narrogin Gasworx		\$792.00		L
113	93847	27/11/2025		CHCP - Client goods		\$765.00	
114	93848	27/11/2025		CATS - Balloons and helium for display of CATS car		\$27.00	
115	EFT26859	05/12/2025	Narrogin Glass & Quick Fit Windscreens		\$1,338.81		L
116	00065105	30/07/2025		2017 Volvo Excavator - Replace laminated glass		\$117.10	
117	00065164	01/08/2025		N0084 - Komatsu Loader - Rear vision mirror		\$35.00	
118	00065624	31/10/2025		002NGN - Mitsubishi Eclipse - Windscreen replacemen		\$1,186.71	
119	EFT26860	05/12/2025	Narrogin Meals On Wheels		\$570.00		L
120	NOV 2025	29/11/2025		CHSP - Meals on Wheels - Nov 2025		\$570.00	
121	EFT26861	05/12/2025	Narrogin Newspower Newsagency		\$1,476.10		L
122	10000007732	11/11/2025		Admin - Stationery Order - Nov 2025		\$1,312.61	
123	SN00 1363 3011 2025	30/11/2025		Admin - Newspapers - Nov 2025		\$27.39	
124	SN00 1564 3011 2025	30/11/2025		CHSP - Newspapers - Nov 2025		\$136.10	
125	EFT26862	05/12/2025	Narrogin Packaging		\$1,164.82		L
126	00098139	24/11/2025		CBD Parks - trigger spray & spray bottles		\$8.95	
127	00098162	25/11/2025		Waste Water Treatment - Plumbing supplies		\$736.55	
128	00098158	25/11/2025		Toilets - Cleaning Goods		\$419.32	
129	EFT26863	05/12/2025	Narrogin Podiatry		\$82.50		L
130	0027100	25/11/2025		CHCP - Standard podiatry consultation		\$82.50	
131	EFT26864	05/12/2025	Narrogin Smash Repairs		\$141.50		L
132	T5	03/12/2025		Refund overpayment		\$141.50	
133	EFT26865	05/12/2025	Narrogin Toyota		\$16.50		L
134	PI23071427	19/11/2025		Small Plant - Spark plug		\$16.50	
135	EFT26866	05/12/2025	PFD Food Services Pty Ltd		\$252.95		
136	LS505614	25/11/2025		NRLC - Kiosk stock		\$252.95	
137	EFT26867	05/12/2025	Parry's Narrogin		\$64.60		L
138	1006842	28/11/2025		PWO - PPE 2 x I/s shirts		\$64.60	
139	EFT26868	05/12/2025	Public Transport Authority		\$609.40		
140	T2	30/11/2025		TransWA Payments		\$730.40	
141	20251130 RCTI	30/11/2025		TransWA Commission		-\$121.00	
142	EFT26869	05/12/2025	R Munns Engineering Consulting Services		\$907.50		
143	900	02/12/2025		Road Maintenance - Revision of drawings		\$907.50	
144	EFT26870	05/12/2025	Roxanne Rae McNab		\$100.00		L
145	T6	03/12/2025		Refund Nomination Deposit		\$100.00	
146	EFT26871	05/12/2025	Sapio Pty Ltd		\$2,893.14		
147	231478	27/03/2023		OLOPS - Q3 CCTV Maintenance		\$2,893.14	
148	EFT26872	05/12/2025	Sherrin Rentals Pty Ltd		\$8,893.50		
149	5232309	31/10/2025		Clayton Road RRG - Water truck hire - 21 days,		\$8,893.50	
150	EFT26873	05/12/2025	St John Ambulance - Narrogin Sub Centre		\$97.24		L
151	T5	03/12/2025		Refund overpayment		\$97.24	
152	EFT26874	05/12/2025	Stabilised Pavements of Australia		\$169,440.70		
153	WA-0001273	31/10/2025		RRG Clayton Road - Wet mixing of pavements		\$41,800.00	
154	WA-0001280	30/11/2025		RRG Narrogin-Harrismith Road - Cement stabilisation		\$127,640.70	
155	EFT26875	05/12/2025	Susan Farrell		\$50.00		L
156	22	21/11/2025		Members - Laundry - Nov 2025		\$50.00	
157	EFT26876	05/12/2025	T Quip		\$487.30		
158	144682 32	26/11/2025		N052 - Toro Groundmaster mower - Replacement Blades		\$487.30	
159	EFT26877	05/12/2025	Tourism Council Western Australia		\$1,760.00		
160	R 01226 275	12/11/2025		Visitor Centre - Membership Golden "I"		\$1,760.00	
161	EFT26878	05/12/2025	United Security Enforcement Corporation		\$316.80		
162	00013618	22/09/2025		CHCP - Late to Close 15/09/2025		\$158.40	
163	00013665	24/11/2025		CHCP - Late to Close 20/11/2025		\$158.40	
164	EFT26879	05/12/2025	WA Country Health Service		\$1,709.40		L
165	682473	12/11/2025		CHSP - Meals on Wheels - Aug 2025		\$1,709.40	
166	EFT26880	05/12/2025	Water Corporation		\$719.10		
167	90 25485 54 3 JUL	09/07/2025		NRLC - Trade waste permit		\$719.10	

168	EFT26881	05/12/2025	West Australian Newspapers Limited		\$2,504.70		
169	1028037520250731	31/07/2025		Members - Narrogin Narrative - Jul 2025		\$947.10	
	1028037520250831	31/08/2025		Narrogin Observer - Celebrating 120 Years, Narrogin Narrative - Aug 2025		\$877.80	
170	1028037520250930	30/09/2025		Members - Narrogin Narrative - Sep 2025		\$679.80	
171	EFT26882	11/12/2025	Lane Buck And Higgins		\$187,636.60		L
172	27780	05/12/2025		Furnival Street acquisition		\$187,636.60	
173	EFT26883	11/12/2025	Allworks Civil		\$725.00		
174	0313	17/11/2025		Caravan Park Accommodation Units - Line marking		\$725.00	
175	EFT26884	11/12/2025	Ampac Debt Recovery (WA)		\$115.50		
176	124821	30/11/2025		Debt Collection Fees - A340104		\$115.50	
177	EFT26885	11/12/2025	Australia Post		\$444.97		
178	1014403132	03/12/2025		Postage		\$444.97	
179	EFT26886	11/12/2025	BKS Electrical Pty Ltd		\$539.00		L
180	5050	04/12/2025		Town Hall - Mirror light installation		\$539.00	
181	EFT26887	11/12/2025	Ballroom Fit		\$400.00		
182	13171	16/10/2025		International Day of People with Disability - dance classes		\$400.00	
183	EFT26888	11/12/2025	Belinda Knight		\$5,720.00		
184	BK247	30/11/2025		Admin - Financial Services - Nov 2025		\$5,720.00	
185	EFT26889	11/12/2025	Big Ass Fans Australia Pty Ltd		\$32,533.60		
186	428300	08/12/2025		NRLC - Ceiling Fan to Court - 2x powerfoil and x4 fan installation		\$32,533.60	
187	EFT26890	11/12/2025	Cardering		\$1,946.00		L
188	449	12/10/2025		CHCP - Functional & cognitive assessment		\$582.00	
189	468	20/11/2025		CHCP - Functional assessment & equipment review		\$682.00	
190	469	20/11/2025		CHCP - Functional assessment & equipment review		\$341.00	
191	475	03/12/2025		CHCP - Equipment review		\$341.00	
192	EFT26891	11/12/2025	Centigrade Services		\$1,962.60		
193	425828	30/09/2025		NRLC - A/C Filtes & consumables		\$1,962.60	
194	EFT26892	11/12/2025	Chronicle RIP Pty Ltd		\$1,777.31		
195	INV 0836	24/11/2025		PWO - Chronicle software license renewal 2025/2026		\$1,777.31	
196	EFT26893	11/12/2025	Coca Cola Euro Pacific		\$450.64		
197	0238078356	26/11/2025		NRLC - Kiosk Stock		\$450.64	
198	EFT26894	11/12/2025	Corsign (WA) Pty Ltd		\$1,237.50		
199	00098504	08/10/2025		Signs - Grader Ahead x 4, Traffic cone orange x 30, School bus turning sign x 2		\$1,237.50	
200	EFT26895	11/12/2025	Cuballing Building Company		\$2,846.52		L
201	INV04208	08/12/2025		CHCP - Construct wall around stairs & stairlift		\$2,846.52	
202	EFT26896	11/12/2025	Dallcon		\$162,442.50		
203	345711	30/11/2025		R2R Havelock Street - Supply & deliver 25 box culverts		\$162,442.50	
204	EFT26897	11/12/2025	Dormakaba Australia PTY LTD		\$264.00		
205	35WA1405943	28/11/2025		NRLC - Service automatic doors - Oct 2025		\$264.00	
206	EFT26898	11/12/2025	Elite Global Supply Pty Ltd		\$1,760.00		
207	INV 0438	25/09/2025		NRLC - Water treatment & service - Sep 2025		\$880.00	
208	INV 0469	04/12/2025		NRLC - Water treatment & service - Dec 2025		\$880.00	
209	EFT26899	11/12/2025	Farmers Centre Narrogin Pty Ltd		\$443.78		L
210	97832	13/11/2025		NO5199 - Backhoe - Hydraulic hoses & oil		\$443.78	
211	EFT26900	11/12/2025	Farmworks Narrogin Pty Ltd		\$1,320.00		L
212	116229	27/11/2025		Caravan Park Accommodation Units - 1 pallet of rapid set concrete 20kg		\$1,320.00	
213	EFT26901	11/12/2025	Forms Express Pty Ltd		\$1,441.00		
214	256780	28/11/2025		Rates - Data processing annual rate notices		\$1,441.00	
215	EFT26902	11/12/2025	Goodyear Autocare Narrogin		\$70.00		L
216	106689	14/11/2025		NO4 - Nissan tip truck - Fit tyre		\$35.00	
217	106708	18/11/2025		NGN13362 - HACC Trailer - Tyre puncture repair		\$35.00	
218	EFT26903	11/12/2025	Great Southern Electrical Services		\$3,096.23		L
219	INV 00017437	25/11/2025		Housing Project - 31 Felspar St - Repairs and labour - consumer main pole		\$3,096.23	
220	EFT26904	11/12/2025	Great Southern Fuel Supplies		\$30,863.48		L
221	D2235952	24/11/2025		Bulk Deisel - 14,650ltrs		\$25,878.12	
222	NOV2025	30/11/2025		Fuel card purchases Nov 2025		\$4,985.36	
223	EFT26905	11/12/2025	Hammersley Building Co Pty Ltd		\$3,993.00		L
224	8925	06/12/2025		Town Hall - Double door and wall repairs		\$3,993.00	
225	EFT26906	11/12/2025	Hancocks Home Hardware		\$164.95		L
226	10028635	14/10/2025		CHCP - Plumbing supplies tap repairs		\$113.90	
227	10032587	18/11/2025		CHCP - Ramp hardware		\$37.10	
228	10032599	18/11/2025		CHCP - Socket adapto		\$13.95	
229	EFT26907	11/12/2025	lkes Home Improvement & Glass Centre		\$399.30		L
230	00032028	26/11/2025		Good Shed - Security screen		\$399.30	
231	EFT26908	11/12/2025	Independence Australia Group		\$322.00		
232	83226861 01	03/12/2025		CHSP - Continece products		\$322.00	
233	EFT26909	11/12/2025	InterFire Agencies		\$5,353.68		
234	INV 24496	07/11/2025		ESL - PPE		\$4,618.58	
235	INV 24519	10/11/2025		ESL - PPE - Fire helmet CBFCO, Fire helmet Deputy CBFCO		\$735.10	
236	EFT26910	11/12/2025	JCB Construction Equipment Australia		\$498.53		
237	J1R168460P	02/10/2025		NO5199 - JCB Backhoe - Supply service filters, air, oil & fuel		\$498.53	
238	EFT26911	11/12/2025	Komatsu Australia Pty Ltd		\$427.81		
239	004433209	08/12/2025		NO084 - Komatsu Loader - Komatsu power train 2x 20lt drum		\$427.81	
240	EFT26912	11/12/2025	Lite n' Easy		\$791.66		
241	8320897	02/12/2025		CHCP - Lite n Easy		\$183.85	
242	8318646	02/12/2025		CHCP - Lite n Easy		\$89.07	
243	8318868	02/12/2025		CHCP - Lite n Easy		\$105.80	
244	8319245	02/12/2025		CHCP - Lite n Easy		\$178.28	
245	8319332	02/12/2025		CHCP - Lite n Easy		\$82.03	
246	8320473	02/12/2025		CHCP - Lite n Easy		\$152.63	

248	EFT26913	11/12/2025	Makit Narrogin Hardware		\$158.00		L
249	116829	14/10/2025		CHCP - Plumbing supplies tap repairs		\$158.00	
250	EFT26914	11/12/2025	Melchiorre Plumbing & Gas		\$6,702.83		L
251	6407MPG	10/11/2025		Caravan Park Accommodation Units - Fix burst pipe		\$6,261.84	
252	6454MPG	11/11/2025		Caravan Park Accommodation Units - Plumbing works		\$440.99	
253	EFT26915	11/12/2025	Metal Artwork Badges		\$15.84		
254	35475	21/11/2025		Admin - Name badge		\$15.84	
255	EFT26916	11/12/2025	NER Finance		\$270.41		
256	NA00219416	08/12/2025		NRLC - Monthly printer rental - Jan 2026		\$270.41	
257	EFT26917	11/12/2025	Narrogin Bearing Service		\$224.40		L
258	IN234529	08/12/2025		ROADM - Adblue manual nozzle		\$224.40	
259	EFT26918	11/12/2025	Narrogin Betta Home Living		\$2,482.00		L
260	25710109037	17/11/2025		Admin - Imperial credenza, Admin - Electric Sit/stand		\$2,038.00	
261	25710109215	20/11/2025		CHCP - Desk for Jessie House office		\$444.00	
262	EFT26919	11/12/2025	Narrogin Eagles Sporting Club		\$627.00		L
263	900	05/12/2025		Members - WA Governor night bar service, Good Shed opening - bar service		\$627.00	
264	EFT26920	11/12/2025	Narrogin Fruit Market		\$1,091.75		L
265	97255	30/09/2025		Members - Catering dinner		\$548.75	
266	121921	05/12/2025		International Day of People with Disabilities - event catering		\$543.00	
267	EFT26921	11/12/2025	Narrogin Glass & Quick Fit Windscreens		\$900.18		L
268	00065010	14/07/2025		NGNO - Mitsubishi Eclipse - Windscreen replacement		\$900.18	
269	EFT26922	11/12/2025	Narrogin McIntosh & Sons		\$111.90		L
270	P15 3583	03/12/2025		Small Plant - Blades		\$111.90	
271	EFT26923	11/12/2025	Narrogin Newpower Newsagency		\$135.38		L
272	SN00 1606 0212 2025	02/12/2025		LIB - Newspapers Nov 2025		\$135.38	
273	EFT26924	11/12/2025	Narrogin Packaging		\$436.62		L
274	00097891	11/11/2025		Caravan Park - General purchases		\$26.80	
275	00098053	17/11/2025		Caravan Park - General purchases		\$32.62	
276	00098169	25/11/2025		CHCP - Cleaning goods, CHSP - Cleaning goods		\$263.20	
277	00098241	27/11/2025		Christmas Party disposable plates & cuttlery		\$114.00	
278	EFT26925	11/12/2025	Narrogin Podiatry		\$82.50		L
279	0027284	02/12/2025		CHCP - Standard podiatry consultation - Ronnie Titko		\$82.50	
280	EFT26926	11/12/2025	Narrogin Senior High School		\$1,300.00		L
281	9895	03/12/2025		CHSP - Christmas luncheon for clients		\$1,300.00	
282	EFT26927	11/12/2025	Narrogin Smash Repairs		\$821.83		L
283	34911	29/08/2025		NO05 - Hilux dual cab - Replace windscreen		\$821.83	
284	EFT26928	11/12/2025	Narrogin Toyota		\$242.32		L
285	P123071564	27/11/2025		NGN802 - Hilux - Supply service filters, air, oil & fuel		\$242.32	
286	EFT26929	11/12/2025	New Security Installations Pty Ltd		\$27,527.86		
287	4203	03/12/2025		NRLC - 50% Deposit - Gym access alarm system		\$27,527.86	
288	EFT26930	11/12/2025	Niche Diving Services Pty Ltd		\$5,883.79		
289	NDS188	24/10/2025		NRLC - 25M & leisure pool - patch repairs		\$5,883.79	
290	EFT26931	11/12/2025	Officeworks Ltd		\$668.09		
291	625056207	18/11/2025		NRLC - 4x UHF Two-Way Radio, NRLC - Chalk markers & delivery		\$668.09	
292	EFT26932	11/12/2025	OneMusic Australia		\$5,122.35		
293	1196326	01/11/2025		NRLC - Music Licence Fee 01/11/2025 - 31/10/2026		\$5,122.35	
294	EFT26933	11/12/2025	Perfect Gym Solutions		\$907.50		
295	INV270005711	01/12/2025		NRLC - Perfect Gym package - Dec 2025		\$907.50	
296	EFT26934	11/12/2025	Power Network		\$151.80		
297	INVOICE PNX22518	03/12/2025		Admin - Greeting message Nov 2025		\$151.80	
298	EFT26935	11/12/2025	REPCO		\$40.14		
299	4850131735	01/12/2025		ROADM - Air freshener for vehicles		\$40.14	
300	EFT26936	11/12/2025	RKS Building & Construction		\$693.96		L
301	INV 1133	06/12/2025		Town Hall - Emergency call out fee		\$693.96	
302	EFT26937	11/12/2025	Regional Communication Solutions		\$5,553.01		
303	INV 2797	27/11/2025		OLOPS - Replace camera - BP South & Skate Park		\$4,634.01	
304	INV 2800	28/11/2025		NOS504 - CESM Hilux - Starlink		\$919.00	
305	EFT26938	11/12/2025	SafeSmart Manual Handling		\$1,100.00		
306	1056	18/07/2025		CHSP - Medication management		\$1,100.00	
307	EFT26939	11/12/2025	Shire of Denmark		\$2,385.00		
308	29175	28/11/2025		BUILD - Building surveying services Nov 2025		\$2,385.00	
309	EFT26940	11/12/2025	St John Ambulance Western Australia Ltd		\$552.00		
310	CYINV00397733	19/11/2025		ESL - BFB Supplies - Defibrillator supplies		\$552.00	
311	EFT26941	11/12/2025	Team Global Express Pty Ltd		\$516.51		
312	0692 T740710	16/11/2025		Freight		\$516.51	
313	EFT26942	11/12/2025	The Narrogin Pharmacy		\$259.35		L
314	1196326	22/10/2025		CHCP - Client purchase		\$199.50	
315	1198902	05/11/2025		CHCP - Continence aid		\$59.85	
316	EFT26943	11/12/2025	United Security Enforcement Corporation		\$673.20		
317	00013664	24/11/2025		Admin - Early opening 17/11/25, 20/11/25		\$316.80	
318	00013675	01/12/2025		Town Hall - Single Alarm Activation 28/11/25, 29/11/25		\$356.40	
319	EFT26944	11/12/2025	Visimax		\$1,821.26		
320	INV 1841	21/11/2025		Animal - Infringment notice Dog Act book & other supplies		\$1,449.80	
321	INV 1840	28/11/2025		FIRE - Fire permit books		\$371.46	
322	EFT26945	11/12/2025	Water Corporation		\$675.19		
323	90 07714 111 NOV	05/12/2025		27 Egerton Street - Water service charge - 01/11/25 - 31/12/25		\$675.19	
324	EFT26946	11/12/2025	Woodlands Distributors Pty Ltd		\$5,340.50		
325	INV 1132	04/12/2025		Dog Park - Gnarojin Park - Pet friendly drink station		\$5,340.50	
326	EFT26947	18/12/2025	ASSA ABLOY Australia Pty Limited		\$871.37		
327	IN03131014	08/12/2025		Senior Citizen Centre - Door repairs		\$207.57	
328	IN03132012	09/12/2025		Admin - Door repairs		\$663.80	

329	EFT26948	18/12/2025	BKS Electrical Pty Ltd		\$176.00		L
330	4819	18/08/2025		Admin - Labour - Light repairs		\$176.00	
331	EFT26949	18/12/2025	Belvedere Homestead Nursery		\$180.00		L
332	000064	09/12/2025		Good Shed - Grevillea Showtime x 6		\$180.00	
333	EFT26950	18/12/2025	Ben Allinson		\$2,400.00		L
334	20	17/12/2025		Tip - Brush cutting / hazard reduction, 106 Northwood Street, 3 Campbell Street, 102 Northwood Street		\$1,150.00	
335	21	17/12/2025		Brush cutting / hazard reduction, 37 Forrest Street, 9 Kipling Street		\$1,250.00	
336	EFT26951	18/12/2025	Best Office Systems		\$95.70		
337	653864	08/12/2025		Caravan Park - Printer repair		\$95.70	
338	EFT26952	18/12/2025	Big Purple Phone		\$793.80		
339	14070	15/12/2025		CHCP - Big purple phone		\$793.80	
340	EFT26953	18/12/2025	Cardering		\$782.00		L
341	480	16/12/2025		CHCP - Home modification and safety revie		\$391.00	
342	482	16/12/2025		CHCP - Equipment review		\$391.00	
343	EFT26954	18/12/2025	Coca Cola Euro Pacific		\$820.97		
344	0238191798	10/12/2025		NRLC - Kiosk stock		\$820.97	
345	EFT26955	18/12/2025	Corasaniti Constructions		\$2,420.00		L
346	INV 0395	12/12/2025		Library - Gazebos repair		\$2,420.00	
347	EFT26956	18/12/2025	Department of Human Services		\$858.98		
348	128	17/12/2025		Payroll deductions		\$365.67	
349	128	17/12/2025		Payroll deductions		\$493.31	
350	EFT26957	18/12/2025	Department of Local Government, Industry Regulation and Safety		\$3,102.44		
351	T13	16/12/2025		Building Services Levy - Nov 2025		\$3,102.44	
352	EFT26958	18/12/2025	Derbahl		\$185.00		
353	00002351	20/10/2025		NRLC - Pump out grease trap - Oct 2025		\$185.00	
354	EFT26959	18/12/2025	Digga West & Earthparts WA		\$307.12		
355	68975	26/11/2025		NGN426 - Cat Skid steer - Replacement teeth for auger		\$307.12	
356	EFT26960	18/12/2025	E & Mj Roshier Pty Ltd		\$3,071.19		
357	1502815	11/12/2025		NO2768 - Sweeper - Wire segments		\$3,071.19	
358	EFT26961	18/12/2025	Earl Street Physiotherapy		\$90.00		L
359	0056543	15/12/2025		CHCP - Standard physio consultation		\$90.00	
360	EFT26962	18/12/2025	Fighting Strong Fitness		\$800.00		
361	000006	17/12/2025		OTHCUL - Ballroom fit health assessment and instructor fees		\$800.00	
362	EFT26963	18/12/2025	Fleet Commercial Gymnasiums Pty Ltd		\$493.90		
363	85153	24/09/2025		NRLC - Matrix seated row handle		\$53.90	
364	85211	03/12/2025		NRLC - Siam balls - 8kg, 10kg, 12kg, 15kg, 20kg		\$440.00	
365	EFT26964	18/12/2025	Goodyear Autocare Narrogin		\$1,745.00		L
366	106775	24/11/2025		NO4834 Hino Crewcab - Supply tyres & balancing		\$1,324.00	
367	106793	24/11/2025		NO5475 - Isuzu DMax - Supply & fit new tyre		\$376.00	
368	106806	26/11/2025		NGN10179 - Hiace - Puncture repair		\$45.00	
369	EFT26965	18/12/2025	Great Southern Electrical Services		\$21,219.00		L
370	INV 00017281	09/12/2025		Gnarojin Park - Renewal of 4 flood lights, 9 lights on footbridge		\$21,219.00	
371	EFT26966	18/12/2025	Hammersley Building Co Pty Ltd		\$16,503.96		L
372	3925 3	06/12/2025		Museum Building - Repairs to Narrogin Museum - 3rd Payment		\$16,503.96	
373	EFT26967	18/12/2025	Hancocks Home Hardware		\$314.00		L
374	10035796	15/12/2025		NRLC - Digital safe & fan		\$125.00	
375	10035797	15/12/2025		NRLC - Industrial fan		\$189.00	
376	EFT26968	18/12/2025	Independence Australia Group		\$1,888.61		
377	83240603 01	10/12/2025		CHCP - Continance products		\$170.25	
378	83242923 01	10/12/2025		CHCP - Dressings (Nursing Supplies), CHCP - Dressings (Nursing Supplies)		\$59.20	
379	83243020 01	10/12/2025		CHCP - Dressing products		\$130.46	
380	83245818 01	12/12/2025		CHCP - Continance products		\$361.30	
381	83245854 01	12/12/2025		CHCP - Continance products		\$657.60	
382	83245847 01	12/12/2025		CHCP - Continance products		\$509.80	
383	EFT26969	18/12/2025	Jason Signmakers		\$594.00		
384	52386	28/11/2025		ESL - Control magnets for BFB vehicles		\$594.00	
385	EFT26970	18/12/2025	John Warburton		\$236.64		L
386	18122025	18/12/2025		WORKS - Food for Depot toolbox meeting		\$236.64	
387	EFT26971	18/12/2025	Jordan Swadling		\$2,400.00		L
388	140020004	17/12/2025		Tip - Brush cutting / Hazard reduction, 106 Northwood Street, 3 Campbell Street, 102 Northwood Street		\$1,150.00	
389	140020005	17/12/2025		Fire hazard reduction, 37 Forrest Street, 9 Kipling Street		\$1,250.00	
390	EFT26972	18/12/2025	Lite n' Easy		\$1,761.19		
391	8329817	09/12/2025		CHCP - Lite n Easy		\$181.40	
392	8331962	09/12/2025		CHCP - Lite n Easy		\$88.68	
393	8332049	09/12/2025		CHCP - Lite n Easy		\$89.07	
394	8286476	09/12/2025		CHCP - Lite n Easy		\$167.40	
395	8327379	09/12/2025		CHCP - Lite n Easy		\$112.17	
396	8328585	09/12/2025		CHCP - Lite n Easy		\$198.13	
397	8328639	09/12/2025		CHCP - Lite n Easy		\$103.73	
398	8329080	09/12/2025		CHCP - Lite n Easy		\$316.01	
399	8329781	09/12/2025		Lite n Easy - Jessie house meals		\$504.60	
400	EFT26973	18/12/2025	Maggie Signs & Decals		\$475.00		
401	INV202147	10/12/2025		NGN219 - X-Trail - Supply & instal signage on CATS vehicle		\$475.00	
402	EFT26974	18/12/2025	Makit Narrogin Hardware		\$2,013.28		L
403	116868	03/11/2025		Caravan Park Units - Goods		\$525.60	
404	116875	06/11/2025		Caravan Park Units - Goods		\$424.30	
405	116891	17/11/2025		Caravan Park Units - Goods		\$672.60	
406	116906	25/11/2025		Christmas Lights - Goods		\$390.78	

407	EFT26975	18/12/2025	MedAlert		\$1,738.00		
408	SPY MA10401	20/11/2025		CHCP - Personal medical alert watch		\$869.00	
409	SPY MA10460	24/11/2025		CHCP - Personal medical alert watch		\$869.00	
410	EFT26976	18/12/2025	Melchiorre Plumbing & Gas		\$440.99		L
411	6486MPG	20/11/2025		Gnarojin Park - Plumbing repairs		\$440.99	
412	EFT26977	18/12/2025	NER Finance		\$270.41		
413	NA00218383	07/11/2025		NRLC - Monthly printer rental - 01/12/2025 - 31/12/2025		\$270.41	
414	EFT26978	18/12/2025	Narrogin Auto Centre		\$463.00		L
415	347966	08/12/2025		NGN00 - Hyundai Santa Fe - 10,000km service		\$463.00	
416	EFT26979	18/12/2025	Narrogin Auto Electrics		\$796.68		L
417	271033	24/11/2025		Volvo Excavator - Battery x 2		\$796.68	
418	EFT26980	18/12/2025	Narrogin Betta Home Living		\$35.00		L
419	25710109827	03/12/2025		Admin - Delivery of Imperial Credenza		\$35.00	
420	EFT26981	18/12/2025	Narrogin Fruit Market		\$6,993.00		L
421	120863	02/12/2025		Christmas Party - catering		\$6,993.00	
422	EFT26982	18/12/2025	Narrogin Gasworx		\$60.00		L
423	94168	09/12/2025		Alby Park - Gas bottle x 2		\$60.00	
424	EFT26983	18/12/2025	Narrogin Newspower Newsagency		\$489.79		L
425	1000007841	11/12/2025		Admin - Stationery Order - Dec 2025		\$489.79	
426	EFT26984	18/12/2025	Narrogin Nursery Cafe & Gallery		\$408.00		L
427	00003393	20/10/2025		CITIZENSHIP - Conferee gift - Kangaroo Paw		\$408.00	
428	EFT26985	18/12/2025	Narrogin Packaging		\$3,049.82		L
429	00098083	17/11/2025		Christmas Party - Table hire and supplies		\$401.40	
430	00098338	01/12/2025		NRLC - Materials		\$28.50	
431	00098438	02/12/2025		NRLC - Materials		\$362.00	
432	00098475	04/12/2025		Clayton Oval - Reticulation supplies		\$2,257.92	
433	EFT26986	18/12/2025	Narrogin State Emergency Service		\$500.00		L
434	INV 0034	16/12/2025		Sponsorship - Santa Lolly Run 2025,		\$500.00	
435	EFT26987	18/12/2025	Narrogin Toyota		\$184.80		L
436	PI23071548	26/11/2025		SMALL PLANT - Orange nylon line		\$184.80	
437	EFT26988	18/12/2025	Office Of The Auditor General		\$102,746.60		
438	INV 1863	09/12/2025		OTHGOV - Audit Fees 2024/2025		\$102,746.60	
439	EFT26989	18/12/2025	FPD Food Services Pty Ltd		\$857.50		
440	LS581496	02/12/2025		NRLC - Kiosk stock		\$385.40	
441	LS660068	09/12/2025		NRLC - Kiosk stock		\$472.10	
442	EFT26990	18/12/2025	PG & JD Forrest		\$412.50		L
443	1326	12/12/2025		19 Dellar Street- Fire hazard reduction		\$412.50	
444	EFT26991	18/12/2025	Quest Innaloo		\$935.00		
445	845652	12/12/2025		DOT Training - 07/12/2025 -12/12/202		\$935.00	
446	EFT26992	18/12/2025	Stars Cleanin		\$592.00		L
447	INV 0045	29/11/2025		Members - Cleaners		\$592.00	
448	EFT26993	18/12/2025	Team Global Express Pty Ltd		\$866.31		
449	0693-1740710	23/11/2025		Freight		\$866.31	
450	EFT26994	18/12/2025	The Urinal Shop		\$229.90		
451	TUS13627	09/12/2025		NRLC - Aqualock oil 5lt		\$229.90	
452	EFT26995	18/12/2025	Uniforms At Work Australia Pty Ltd		\$88.95		
453	37000040 1	24/11/2025		Members - Uniform		\$88.95	
454	EFT26996	18/12/2025	United Security Enforcement Corporation		\$950.40		
455	00013679	08/12/2025		Town Hall - Single alarm activation 04/12/25, 03/12/25, Admin - Early opening 02/12/25		\$792.00	
456	00013681	08/12/2025		CHCP - Late to close 04/12/2025		\$158.40	
457	EFT26997	18/12/2025	WEX Australia Pty Ltd		\$1,145.45		
458	225	30/11/2025		Groceries		\$1,145.45	
459	EFT26998	18/12/2025	Western Australian Police Force		\$35.20		
460	127094630	08/12/2025		CATS - Police Clearances drivers - 2 Volunteers		\$35.20	
461	EFT26999	18/12/2025	YMCA Services Pty Ltd		\$359.92		
462	50044578	25/11/2025		NRLC - Lifeguard Polos, goggles & freight		\$359.92	
463	EFT27000	19/12/2025	Easifleet		\$2,202.48		
464	OCTOBER2025	31/10/2025		Novated Lease		\$58.00	
465	NOVEMBER2025	30/11/2025		Novated Lease		\$109.25	
466	15122025	15/12/2025		Novated Lease		\$2,035.23	
467	EFT27001	22/12/2025	Lane Buck And Higgins		\$123,297.85		L
468	27839	11/12/2025		Housing Project - 49 Clayton Road		\$123,297.85	
469	EFT27002	23/12/2025	ASSA ABLOY Australia Pty Limited		\$1,078.33		
470	IN03131444	09/12/2025		Waste Facilities - Brass body padlock		\$119.13	
471	IN03132129	09/12/2025		Senior Citizen Centre - Series turn escutcheon		\$59.54	
472	IN03133185	10/12/2025		Senior Citizen Centre - Mortice lock device		\$899.66	
473	EFT27003	23/12/2025	Air Liquide Australia Limited		\$398.38		
474	NX7491	30/11/2025		NRLC - Medical oxygen cylinders rental - Sep 2025		\$398.38	
475	EFT27004	23/12/2025	BCE Surveying		\$6,809.00		
476	00016169	30/11/2025		Narrogin Valley Road - Survey, design and peg out		\$6,809.00	
477	EFT27005	23/12/2025	Belvedere Homestead Nursery		\$150.95		L
478	000067	13/12/2025		Street Trees - Various plants		\$28.00	
479	000069	17/12/2025		Cemetery - Tree ties & fertiliser		\$122.95	
480	EFT27006	23/12/2025	Borahealth Pty Ltd		\$40.00		
481	137711	01/12/2025		CHCP - Falls alarm renewal		\$40.00	
482	EFT27007	23/12/2025	Corasaniti Constructions		\$3,454.00		L
483	INV-0394	12/12/2025		CHCP - Replace ramps		\$3,454.00	
484	EFT27008	23/12/2025	Country Paint Supplies		\$41.78		L
485	4801030972	26/11/2025		Narrogin Skate Park - Graffiti remover cans x2		\$41.78	
486	EFT27009	23/12/2025	Cutting Edges Equipment Parts Pty Ltd		\$4,966.40		
487	3397455	17/11/2025		NO4719 - Grader - Grader blades, NO4871- Grader - Grader blades		\$4,966.40	
488	EFT27010	23/12/2025	Digga West & Earthparts WA		\$3,377.00		
489	69009	02/12/2025		Caravan Park Units - Auger drive for landscaping		\$3,377.00	

490	EFT27011	23/12/2025	Earl Street Physiotherapy		\$90.00		
491	0056704	22/12/2025		CHCP - Standard physio consultation		\$90.00	
492	EFT27012	23/12/2025	Edwards Isuzu Ute		\$302.48		L
493	R 62417	05/11/2025		NGN12398 - Replace headlight globe		\$56.30	
494	37211	27/11/2025		NO592 - Isuzu DMax - Service filter & oil		\$246.18	
495	EFT27013	23/12/2025	Farmworks Narrogin Pty Ltd		\$1,873.63		L
496	117449	11/12/2025		Verge Maintenance - Hammer		\$726.00	
497	117510	11/12/2025		Narrogin Valley Road - Gripple and fencing wire		\$410.30	
498	117563	12/12/2025		Caravan Park Units - Rapid set concrete 20kg x 60		\$660.00	
499	117564	19/12/2025		Narrogin Valley Road - Steel fence posts x 10		\$77.33	
500	EFT27014	23/12/2025	Fulton Hogan		\$145,807.86		
501	20944992	21/11/2025		RRG Narrogin-Harrismith Road - Primer seal, RRG Narrogin-Harrismith Road - 2nd seal		\$145,807.86	
502	EFT27015	23/12/2025	GJ & SE Kulker Painting Contractors		\$539.00		L
503	INV 0066	17/12/2025		Library - Painting handrails & balustrades		\$539.00	
504	EFT27016	23/12/2025	Goodyear Autocare Narrogin		\$7,680.00		L
505	106820	27/11/2025		NO4 - Nissan Tip truck - Supply and fit 4x tyres NO3 - Nissan Tip truck - Supply and fit 4x tyres NO2 - Nissan Tip truck - Supply and fit 4x tyres NO1 - Nissan Tip truck - Supply and fit 4x tyres		\$7,680.00	
506	EFT27017	23/12/2025	Great Southern Fuel Supplies		\$340.29		L
507	D2238513	11/12/2025		Unleaded petrol 91 - 200lt		\$340.29	
508	EFT27018	23/12/2025	Hancocks Home Hardware		\$272.74		L
509	10035514	12/12/2025		Caravan Park Units - 36 Keys cut		\$151.80	
510	10036306	19/12/2025		Lydeker Depot - Cleaning supplies		\$120.94	
511	EFT27019	23/12/2025	Harcher Distributors (Wa Distributors P/L)		\$1,008.30		
512	1135514	04/11/2025		NRLC - Kiosk Stock		\$220.05	
513	1135515	04/11/2025		NRLC - Cleaning Supplies		\$265.75	
514	1138684	11/11/2025		NRLC - Cleaning Supplies		\$35.30	
515	1138686	11/11/2025		NRLC - Kiosk Stock		\$4.60	
516	1141532	18/11/2025		NRLC - Kiosk Stock		\$85.35	
517	1141533	18/11/2025		NRLC - Floor mop & handle		\$44.10	
518	1144456	25/11/2025		NRLC - Kiosk stock		\$194.95	
519	1144457	25/11/2025		NRLC - Kiosk stock		\$158.20	
520	EFT27020	23/12/2025	Holyoake		\$598.72		L
521	INV 03211	10/12/2025		OTHCUL - Narrogin older adults event - Merchandise		\$598.72	
522	EFT27021	23/12/2025	Independence Australia Group		\$2,018.75		
523	83250349.01	15/12/2025		CHCP - Continence products		\$681.00	
524	83254080.01	16/12/2025		CHCP - Continence products		\$116.25	
525	83256819.01	17/12/2025		CHCP - Continence products		\$668.70	
526	83256901.01	18/12/2025		CHCP - Continence products		\$221.80	
527	83260179.01	19/12/2025		CHCP - Continence products		\$331.00	
528	EFT27022	23/12/2025	Komatsu Australia Pty Ltd		\$213.91		
529	004448298	18/12/2025		NO084 - Komatsu Loader - 20L drum powertrain oil and oil filter		\$213.91	
530	EFT27023	23/12/2025	Landgate		\$65.20		
531	1530424	01/12/2025		PLAN - Copy of Certificate of title		\$65.20	
532	EFT27024	23/12/2025	Lite n' Easy		\$1,572.47		
533	8339671	16/12/2025		CHCP - Lite n Easy		\$112.17	
534	8339832	16/12/2025		CHCP - Lite n Easy		\$156.93	
535	8340745	16/12/2025		CHCP - Lite n Easy		\$89.07	
536	8341570	16/12/2025		CHCP - Lite n Easy		\$206.53	
537	8341829	16/12/2025		CHCP - Lite n Easy		\$76.47	
538	8316311	16/12/2025		CHCP - Lite n Easy		\$103.42	
539	8335553	16/12/2025		CHCP - Lite n Easy		\$135.23	
540	8335559	16/12/2025		CHCP - Lite n Easy		\$135.23	
541	8335934	16/12/2025		CHCP - Lite n Easy		\$89.07	
542	8337800	16/12/2025		CHCP - Lite n Easy		\$226.55	
543	8339118	16/12/2025		CHCP - Lite n Easy		\$103.73	
544	8339615	16/12/2025		CHCP - Lite n Easy		\$138.07	
545	EFT27025	23/12/2025	Makit Narrogin Hardware		\$476.00		L
546	116889	14/11/2025		Caravan Park Units - Goods, Memorial Park Maintenance/Operations - Goods, PWO - Goods		\$476.00	
547	EFT27026	23/12/2025	Narrogin Auto Electrics		\$825.80		L
548	271032	27/11/2025		NO686 - Cat Skid Steer - Supply and fit new alternator		\$825.80	
549	EFT27027	23/12/2025	Narrogin Chamber of Commerce		\$1,300.00		L
550	INV 0545	17/12/2025		Christmas Lights Competition Prize - 1st Prize Vouchers, Christmas Lights Competition Prize - 2nd Prize Vouchers, Christmas Lights Competition Prize - 3rd Prize Vouchers		\$600.00	
551	INV 0546	17/12/2025		Mermbers - Recognition of Service - Vouchers		\$700.00	
552	EFT27028	23/12/2025	Narrogin Gasworx		\$30.00		L
553	93234	04/11/2025		Caravan Park - gas bottle - swap n go		\$30.00	
554	EFT27029	23/12/2025	Narrogin Glass & Quick Fit Windscreens		\$530.00		L
555	00065767	28/11/2025		INO - Hilux - Supply and fit new front windscreen		\$530.00	
556	EFT27030	23/12/2025	Narrogin McIntosh & Sons		\$41.18		L
557	P15 3903	18/12/2025		Small Plant - Cutter head and blade kit		\$41.18	
558	EFT27031	23/12/2025	Narrogin Packaging		\$981.40		L
559	00098721	15/12/2025		CHCP - Cleaning supplies, CHSP - Cleaning supplies		\$216.50	
560	00098713	15/12/2025		Public Toilets - Cleaning goods		\$632.90	
561	00098722	15/12/2025		Sydney Hall Park - Sprinkler x 3		\$132.00	
562	EFT27032	23/12/2025	Narrogin Quarry Operations		\$426.36		L
563	00007874	02/12/2025		Road Maintenance - Rip rap (rock) 10.16t		\$426.36	
564	EFT27033	23/12/2025	Narrogin Towns Cricket Club Inc		\$2,083.62		L
565	T5	19/12/2025		Refund overpayment		\$2,083.62	
566	EFT27034	23/12/2025	Narrogin Tyrepower		\$802.00		L
567	114669	27/10/2025		NO2260 - Dog Trailer - Rim, tyre and disposal		\$802.00	

568	EFT27035	23/12/2025	Officeworks Ltd		\$646.55		
569	625295108	27/11/2025		Admin - Archive boxes pkt 10, Admin - Delivery Fee		\$255.05	
570	625295766	28/11/2025		Admin - Sit-stand desk, Admin - Delivery fee		\$391.50	
571	EFT27036	23/12/2025	PPD Food Services Pty Ltd		\$485.45		
572	LS738590	16/12/2025		NRLC - Kiosk stock		\$485.45	
573	EFT27037	23/12/2025	RJ Smith Engineering		\$36,343.52		L
574	D131186	11/11/2025		Good Shed - Accessible ramp		\$25,000.00	
575	D131442	18/11/2025		NO237 - CAT Roller - Drillbit & bolts		\$46.60	
576	D131518	20/11/2025		Caravan Park Accommodation Units - Generalised steel		\$198.00	
577	D131705	25/11/2025		Housing Project - Felspar St - Steel for landscaping		\$10,856.92	
578	D131877	28/11/2025		NO084 Komatsu loader - Supply hydraulic hose		\$242.00	
579	EFT27038	23/12/2025	Red Ochre Dreaming Cultural Tours		\$3,580.00		
580	36	23/12/2025		Public Art Strategy - Smith Street mural		\$3,580.00	
581	EFT27039	23/12/2025	Seven Network (Operations) Limited		\$2,200.00		
582	TV068799	31/10/2025		Promotional Adverts - 7 Network - Nov 2025		\$1,100.00	
583	TV076420	30/11/2025		Tour - Promotional adds		\$1,100.00	
584	EFT27040	23/12/2025	Team Global Express Pty Ltd		\$106.06		
585	0694-T740710	30/11/2025		Freight		\$106.06	
586	EFT27041	23/12/2025	The Bidet Shop		\$280.00		
587	69563	02/12/2025		CHCP - Filter twins pack		\$280.00	
588	EFT27042	23/12/2025	Tunstall Australia Pty Ltd		\$31.30		
589	INV1320878	01/12/2025		CHCP - Monitoring Alarm		\$31.30	
590	EFT27043	23/12/2025	United Security Enforcement Corporation		\$316.80		
591	00013687	15/12/2025		NRLC - Late to close 07/12/2025		\$158.40	
592	00013689	15/12/2025		Town Hall - Single Alarm Activation 13/12/2025		\$158.40	
593	EFT27044	23/12/2025	WA Country Health Service		\$4,391.20		L
594	683749	28/11/2025		CHSP - Meals on Wheels - Sep 2025		\$2,184.60	
595	683753	28/11/2025		CHSP - Meals on Wheels - Oct 2025		\$2,206.60	
596	EFT27045	23/12/2025	WML Consultants Pty Ltd		\$11,000.00		
597	33911	27/11/2025		Admin - Building Structural Assessment Report		\$11,000.00	
598	EFT27046	23/12/2025	West Australian Newspapers Limited		\$929.80		
599	1028037520251031A	31/10/2025		Fire - Bush fire information notice 2025/2026		\$250.00	
600	1028037520251031B	31/10/2025		Members - Narragin Narrative - Oct 2025		\$679.80	
601	EFT27047	08/01/2026	Ampac Debt Recovery (WA)		\$226.94		
602	125619	31/12/2025		Rates debt collection		\$226.94	
603	EFT27048	08/01/2026	Belinda Knight		\$4,290.00		
604	BK 252	31/12/2025		Financial Services - Dec 2025		\$4,290.00	
605	EFT27049	08/01/2026	Best Office Systems		\$1,617.53		
606	654579	22/12/2025		Copier contracts - Dec 2025		\$1,617.53	
607	EFT27050	08/01/2026	Centigrade Services		\$28,405.80		
608	426895	18/12/2025		NRLC - Install 3 x Mitsubishi A/C's units to Foyer		\$28,405.80	
609	EFT27051	08/01/2026	Country Paint Supplies		\$152.60		L
610	4801031555	23/12/2025		Caravan Park Units - Paint for decks		\$152.60	
611	EFT27052	08/01/2026	Department of Human Services		\$858.98		
612	130	31/12/2025		Payroll deductions		\$493.31	
613	130	31/12/2025		Payroll deductions		\$365.67	
614	EFT27053	08/01/2026	Earl Street Physiotherapy		\$180.00		L
615	0056787	29/12/2025		CHCP - Standard physio consultation		\$90.00	
616	0056866	05/01/2026		CHCP - Standard physio consultation		\$90.00	
617	EFT27054	08/01/2026	Earl Street Surgery		\$198.00		L
618	58009	21/10/2025		NRLC - Work medical		\$198.00	
619	EFT27055	08/01/2026	Educational Art Supplies		\$516.82		
620	3594942	26/05/2025		Library - Craft Supplies		\$244.66	
621	605416	20/10/2025		Library - Craft Supplies		\$272.16	
622	EFT27056	08/01/2026	Elgas		\$233.97		
623	0361126270	04/12/2025		Caravan Park - Gas supplied		\$77.22	
624	0364698920	01/01/2026		Caravan Park - Gas supplied		\$156.75	
625	EFT27057	08/01/2026	Fleetwood Building Solutions Pty Ltd		\$103,777.78		
626	S132332	15/12/2025		Caravan Park - Accommodation Units - 3rd Payment		\$103,777.78	
627	EFT27058	08/01/2026	Forms Express Pty Ltd		\$753.75		
628	256985	16/12/2025		Prepare Rates Notices - Instalment 3		\$635.20	
629	256995	18/12/2025		Print Notice - Rates Instalment 3		\$118.55	
630	EFT27059	08/01/2026	Hancocks Home Hardware		\$31.20		L
631	10038123	06/01/2026		CATS - Cleaning goods		\$31.20	
632	EFT27060	08/01/2026	Ian Graham		\$99.00		L
633	05012026	05/01/2026		CRISP Wireless Internet - 13 Hough St - Reimbursement		\$99.00	
634	EFT27061	08/01/2026	Independence Australia Group		\$401.90		
635	83265750 01	23/12/2025		CHCP - Continence aids		\$198.90	
636	83273319 01	30/12/2025		CHCP - Continence products		\$203.00	
637	EFT27062	08/01/2026	Integrated ICT		\$215.71		
638	40973	29/12/2025		Admin IT - Exlaimer Signature Cloud - Dec 2025		\$215.71	
639	EFT27063	08/01/2026	InterFire Agencies		\$953.37		
640	INV 25000	05/01/2026		ESL - Particulate filters 10box		\$953.37	
641	EFT27064	08/01/2026	JH Computer Services		\$22,418.00		
642	006889 D01	31/10/2025		Admin - MS Office 365		\$2,423.30	
643	007281 D01	31/12/2025		MS Office 365 Basic - Dec 2025		\$2,423.30	
644	007280 D01	31/12/2025		Adobe Licences - Dec 2025		\$1,071.40	
645	007282 D01	31/12/2025		IT Contract - Jan 2026		\$16,500.00	
646	EFT27065	08/01/2026	Keeling Electrical Group		\$882.38		L
647	2123	23/12/2025		Admin Office Building - Toilet maintenance		\$882.38	
648	EFT27066	08/01/2026	Landgate		\$96.96		
649	77160329	10/12/2025		Rates - UV Interim valuation,		\$96.96	

650	EFT27067	08/01/2026	Lite n' Easy		\$1,761.88		
651	8308585	23/12/2025		CHCP - Lite n Easy		\$167.40	
652	8316313	23/12/2025		CHCP - Lite n Easy		\$103.42	
653	8345594	23/12/2025		CHCP - Lite n Easy		\$76.47	
654	8348676	23/12/2025		CHCP - Lite n Easy		\$103.73	
655	8349001	23/12/2025		CHCP - Lite n Easy		\$167.40	
656	8349268	23/12/2025		CHCP - Lite n Easy		\$88.68	
657	8349922	23/12/2025		CHCP - Lite n Easy		\$142.20	
658	8350066	23/12/2025		CHCP - Lite n Easy		\$112.17	
659	8350224	23/12/2025		CHCP - Lite n Easy		\$138.07	
660	8351419	23/12/2025		CHCP - Lite n Easy		\$158.26	
661	8351496	23/12/2025		CHCP - Lite n Easy		\$89.07	
662	8340451	30/12/2025		CHCP - Lite n Easy		\$103.42	
663	8354441	30/12/2025		CHCP - Lite n Easy		\$76.47	
664	8354545	30/12/2025		CHCP - Lite n Easy		\$76.47	
665	8355630	30/12/2025		CHCP - Lite n Easy		\$158.65	
666	EFT27068	08/01/2026	MCG Fire Services		\$682.00		
667	INV 5229	17/12/2025		Town Hall - Site service fee - Dec 2025		\$341.00	
668	INV 5228	17/12/2025		Town Hall - Site service fee - Nov 2025		\$341.00	
669	EFT27069	08/01/2026	Melchiorre Plumbing & Gas		\$690.79		
670	6528MPG	05/12/2025		Admin - Toilet repair		\$325.70	
671	6532MPG	08/12/2025		Caravan Park Ablution Block - Installed new mixer		\$365.09	
672	EFT27070	08/01/2026	Narrogin Auto Centre		\$10,286.40		L
673	26158	11/12/2025		CATS vehicle replacement		\$10,286.40	
674	EFT27071	08/01/2026	Narrogin Community Pharmacy		\$38.85		L
675	1342153	24/12/2025		CHCP - Continence Aid		\$38.85	
676	EFT27072	08/01/2026	Narrogin Earthmoving & Concrete Pty Ltd		\$440.00		L
677	IV00000003674A	30/09/2025		Narrogin Valley Road - Demobilisation excavator to/from Depot - 3.5hrs		\$440.00	
678	EFT27073	08/01/2026	Narrogin Freightlines		\$92.73		L
679	167569	26/12/2025		Alby Park - Freight on Flag poles		\$92.73	
680	EFT27074	08/01/2026	Narrogin Fruit Market		\$1,565.53		L
681	99514	07/10/2025		ADMIN - Groceries		\$61.20	
682	100480	10/10/2025		ADMIN - Groceries		\$5.95	
683	103690	20/10/2025		ADMIN - Groceries		\$64.56	
684	103691	20/10/2025		ADMIN - Groceries		\$51.41	
685	111579	03/11/2025		ADMIN - Groceries		\$3.95	
686	121922	05/12/2025		Members - Groceries Dec 2025		\$186.07	
687	122823	08/12/2025		ADMIN - Groceries		\$67.79	
688	122825	08/12/2025		ADMIN - Groceries		\$71.77	
689	127558	22/12/2025		Admin - Groceries		\$60.32	
690	127560	22/12/2025		ADMIN - Groceries		\$45.76	
691	128371	24/12/2025		Tip Fire - Refreshments for Fire Fighters		\$293.80	
692	128382	24/12/2025		Catering - Ordinary Council Meeting 17/12/2025		\$600.00	
693	128380	24/12/2025		Members - Catering - Annual CEO Review		\$52.95	
694	EFT27075	08/01/2026	Narrogin Gasworx		\$6,250.00		L
695	94711	29/12/2025		CHCP - Bed, headboard, corners, mattress and rail		\$6,250.00	
696	EFT27076	08/01/2026	Narrogin McIntosh & Sons		\$1,880.46		L
697	P15 4047	23/12/2025		CHCP Expensed Minor Asset - Lawnmower		\$1,799.00	
698	P15 4166	02/01/2026		Small Plant Homecare - Lever assy		\$81.46	
699	EFT27077	08/01/2026	Narrogin Meals On Wheels		\$660.00		L
700	DEC 2025	06/01/2026		CHSP - Meals on wheels - Dec 2025		\$660.00	
701	EFT27078	08/01/2026	Narrogin Newspower Newsagency		\$119.39		L
702	SN00 1363 3112 2025	31/12/2025		Admin - Newspapers - Dec 2025		\$22.60	
703	SN00 1606 3112 2025	31/12/2025		Library Newspapers - Dec 2025		\$96.79	
704	EFT27079	08/01/2026	Narrogin Packaging		\$456.15		L
705	00098915	23/12/2025		Toilets - Cleaning goods		\$456.15	
706	EFT27080	08/01/2026	Narrogin Tyrepower		\$129.00		L
707	INV00013253	11/12/2025		Small Plant - Trimmer Line		\$129.00	
708	EFT27081	08/01/2026	Narrogin Valley Stockfeed		\$142.00		L
709	NVS182180	18/12/2025		Animal Pound Supplies - Dog food 20kg, Paddock tray		\$97.00	
710	NVS182575	22/12/2025		Animal Pound Supplies - Paddock tray		\$45.00	
711	EFT27082	08/01/2026	New Ground Water Services Pty Ltd		\$79,644.40		
712	1285582	20/12/2025		Caravan Park Units - Under road boring		\$79,644.40	
713	EFT27083	08/01/2026	Ninnys Yard Maintenance		\$1,155.00		L
714	140484951	23/12/2025		FIRE - Bushfire Clearing - 24 Northwood Street, 40 Havelock Street		\$1,155.00	
715	EFT27084	08/01/2026	Officeworks Ltd		\$399.12		
716	625636101	09/12/2025		NRLC - Kiosk stock		\$225.75	
717	625854605	16/12/2025		NRLC - AED Signage, NRLC - Band-aids		\$173.37	
718	EFT27085	08/01/2026	PG & JD Forrest		\$1,650.00		L
719	1330	21/12/2025		Parks & Gardens Maintenance - Slashing golf course		\$1,650.00	
720	EFT27086	08/01/2026	Power Network		\$151.80		
721	INVOICE PNX23088	02/01/2026		Greeting message - Jan 2026		\$151.80	
722	EFT27087	08/01/2026	Print Media Group		\$154.64		
723	2253390	31/12/2025		Fire - BKS IRS Support Report - Pack 5		\$154.64	
724	EFT27088	08/01/2026	Public Transport Authority		\$414.79		
725	T2	31/12/2025		TransWA Payment		\$459.20	
726	5619756 DEC	31/12/2025		TransWA Commission		-\$44.41	
727	EFT27089	08/01/2026	RJ Smith Engineering		\$406.00		L
728	D128056	21/07/2025		Library - Hot/cold water dispenser - benchtop		\$406.00	
729	EFT27090	08/01/2026	RKS Building & Construction		\$2,004.78		L
730	INV 1137	22/12/2025		Admin - Door closers		\$1,476.78	
731	INV 1139	22/12/2025		Senior Citizen Centre - Door repairs		\$528.00	
732	EFT27091	08/01/2026	Seton Australia Pty Ltd		\$433.18		
733	9360615662	08/12/2025		NRLC - Wipes for Gym Equipment		\$433.18	

734	EFT27092	08/01/2026	Skoolsport Equipment		\$1,148.00	
735	D70779	10/12/2025		NRLC - Equipment for sporting programs		\$1,148.00
736	EFT27093	08/01/2026	South West Recycling		\$88.00	
737	INV 11150	11/12/2025		Admin - Confidential bin collection for destruction		\$88.00
738	EFT27094	08/01/2026	Team Global Express Pty Ltd		\$471.99	
739	0695-T740710	07/12/2025		Freight		\$256.06
740	0696-T740710	14/12/2025		Freight		\$215.93
741	EFT27095	08/01/2026	Telair Pty Ltd		\$1,570.38	
742	TA10781-078	31/12/2025		Phone charges - Dec 2025		\$1,570.38
743	EFT27096	08/01/2026	The Narrogin Pharmacy		\$44.85	L
744	1201027	17/11/2025		CHCP - Continence products		\$44.85
745	EFT27097	08/01/2026	United Security Enforcement Corporation		\$752.40	
	00013642	28/10/2025		Admin - Single alarm activation - 20/10/2025, Additional time spent - 20/10/2025, Late to close - 26/10/2025, Single alarm activation - 26/10/2025		\$435.60
746	00013695	22/12/2025		Admin - Single alarm activation - 17/12/2025		\$158.40
747	00013697	22/12/2025		Admin - Single alarm activation - 21/12/2025		\$158.40
748	EFT27098	08/01/2026	WA Country Health Service		\$2,404.60	L
749	684835	17/12/2025		CHSP - Meals on Wheels Nov 2025		\$2,404.60
751	EFT27099	08/01/2026	WA Library Supplies & WA Ergo Supplies		\$138.50	
752	00143590	21/10/2025		LIB - Book covering supplies and bookmarks		\$138.50
753	EFT27100	08/01/2026	WML Consultants Pty Ltd		\$36,674.00	
754	33943	09/12/2025		NRLC - Structural Assessment Report,		\$36,674.00
755	EFT27101	08/01/2026	Water Corporation		\$2,613.40	
	90 07710 35 6 NOV	28/11/2025		14 McCormick Way - Water usage - 02/10/2025 - 26/11/2025		\$69.77
756	90 07798 90 9 NOV	10/12/2025		Standpipe - Williams-Kondinin Rd - Water Usage - 14/10/2025 - 09/12/2025		\$1,018.06
757	90 07798 96 8 DEC	16/12/2025		Standpipe - Williams-Kondinin Rd - Water usage - 01/12/2025 - 31/12/2025		\$210.84
758	90 07801 88 0 NOV	17/12/2025		Standpipe - Yilliminning Rd Narrogin - Water usage - 21/10/2025 - 16/12/2025		\$240.74
759	90 07802 88 3 DEC	29/12/2025		Standpipe - Read Rd - Water usage - 29/10/2025 - 22/12/2025		\$1,073.99
761	EFT27102	09/01/2026	Easifleet		\$2,569.32	
762	29122025	29/12/2025		Payroll deductions		\$2,569.32
763	EFT27103	13/01/2026	Adam Majid		\$388.44	L
764	05012026	05/01/2026		EMPS - Electricity reimbursement - 09/10/2025 - 05/12/2025		\$388.44
765	EFT27104	13/01/2026	Air Response		\$130.00	
766	159735A	20/12/2025		John Higgins - Repairs to coolroom		\$130.00
767	EFT27105	13/01/2026	Alan John Meiners		\$765.75	
768	A195300	07/01/2026		Overpaid rates refund		\$765.75
769	EFT27106	13/01/2026	Australia Post		\$1,073.96	
770	1014467425	03/01/2026		Postage		\$1,073.96
771	EFT27107	13/01/2026	Coca Cola Euro Pacific		\$278.31	
772	0238249475	17/12/2025		NRLC - Kiosk Stock		\$278.31
773	EFT27108	13/01/2026	Department of Local Government, Industry Regulation and Safety		\$391.53	
774	T13	31/12/2025		Building Services Levy - Dec 2025		\$391.53
775	EFT27109	13/01/2026	Derbahl		\$185.00	L
776	00001747	22/09/2023		NRLC - Pump out grease trap		\$185.00
777	EFT27110	13/01/2026	Elgas		\$4,856.08	
778	0361126287	18/12/2025		NRLC Gas supplied - 4,004L		\$4,068.03
779	0364698921	01/01/2026		NRLC - Service charge - 7500L tank x 2		\$788.05
780	EFT27111	13/01/2026	Farmers Centre Narrogin Pty Ltd		\$109.43	L
781	98520	20/12/2025		NO5199 - JCB Backhoe - Rear tail light covers		\$109.43
782	EFT27112	13/01/2026	Fleet Fitness		\$385.00	
783	85230	22/12/2025		NRLC - Plyo Box		\$385.00
784	EFT27113	13/01/2026	Great Southern Fuel Supplies		\$5,955.09	L
785	DEC 2025	31/12/2025		Fuel card purchases - Dec 2025		\$5,955.09
786	EFT27114	13/01/2026	Great Southern Window Cleaning Services		\$2,550.00	L
787	30	16/12/2025		NRLC - Window cleaning Dec 2025		\$2,000.00
788	32	22/12/2025		John Higgins - Window cleaning - Dec 2025		\$550.00
789	EFT27115	13/01/2026	InterFire Agencies		\$7,457.80	
790	INV 24846	10/12/2025		BFB - PPE - Helmet and boots		\$705.12
791	INV 24903	16/12/2025		BFB - PPE - Jackets		\$6,752.68
792	EFT27116	13/01/2026	Jason Signmakers		\$2,537.37	
793	52297	26/11/2025		NO5504 - Hilux CESM - DFES Livery & signage		\$2,537.37
794	EFT27117	13/01/2026	Kalinder Family Trust T/a Sports Power Narrogin		\$1,560.00	L
795	25 00011483	03/12/2025		NRLC - Staff uniform x 37 items		\$1,480.00
796	25 00011857	05/12/2025		NRLC - Staff uniform x 2		\$80.00
797	EFT27118	13/01/2026	Kulker Carpentry And Construction		\$5,005.00	L
798	IV00000001359	07/01/2026		Housing Project - Felspar St - Remove sheds from site		\$3,762.00
799	IV0000000 1361	07/01/2026		BMX - Supply and install new gate		\$583.00
800	IV00000001360	07/01/2026		Caravan Park Units - Backfill behind unit		\$660.00
801	EFT27119	13/01/2026	Landgate		\$271.44	
802	77233605	22/12/2025		Rates - GRV Interim Valuations X 2		\$77.52
803	77237109	24/12/2025		Rates - UV Interim - Rural Areas x 4		\$193.92
804	EFT27120	13/01/2026	Lite n' Easy		\$669.69	
805	8362693	06/01/2026		CHCP - Lite n Easy		\$103.73
806	8363672	06/01/2026		CHCP - Lite n Easy		\$76.47
807	8364484	06/01/2026		CHCP - Lite n Easy		\$89.07
808	8364781	06/01/2026		CHCP - Lite n Easy		\$129.60
809	8330084	06/01/2026		CHCP - Lite n Easy		\$167.40
810	8350914	06/01/2026		CHCP - Lite n Easy		\$103.42

811	EFT27121	13/01/2026	Makit Narrogin Hardware		\$2,964.60		L
812	116912	01/12/2025		Various goods		\$705.80	
813	116925	04/12/2025		Caravan Park Units - Goods		\$1,802.30	
814	116944	12/12/2025		Mackie Park - Goods		\$265.00	
815	116949	18/12/2025		Caravan Park Units - Goods		\$191.50	
816	EFT27122	13/01/2026	Metal Artwork Badges		\$15.84		
817	35987	18/12/2025		Admin - Fiberglass magnet incl freight		\$15.84	
818	EFT27123	13/01/2026	Monster Ball Amusements and Hire		\$2,325.00		
819	560805298	05/01/2026		Australia Day 2026 - Monsterball family entertainment		\$2,325.00	
820	EFT27124	13/01/2026	Narrogin Community Pharmacy		\$311.95		L
821	1340787	19/12/2025		PWO - Sunscreen		\$77.40	
822	1341357	22/12/2025		PWO - Sunscreen		\$111.65	
823	1341359	22/12/2025		PWO - Sunscreen		\$122.90	
824	EFT27125	13/01/2026	Narrogin Earthmoving & Concrete Pty Ltd		\$1,584.00		L
825	IV0000003841	26/11/2025		Caravan Park - Sand for landscaping		\$1,584.00	
826	EFT27126	13/01/2026	Narrogin Flying Club		\$63.24		L
827	INV0332	04/01/2026		Electricity - strip lights - 01/10/2025 - 12/11/2025, Electricity - service charge - 01/10/2025 - 12/11/2025		\$63.24	
828	EFT27127	13/01/2026	Narrogin Fruit Market		\$62.34		L
829	134194	06/01/2026		ADMIN - Groceries		\$62.34	
830	EFT27128	13/01/2026	Narrogin Gasworx		\$11,290.00		L
831	128380	06/01/2026		CHCP - Goods		\$7,090.00	
832	94921	08/01/2026		CHCP - Shoprider		\$4,200.00	
833	EFT27129	13/01/2026	Narrogin Packaging		\$1,546.45		L
834	00098899	22/12/2025		Memorial Park Maintenance - Goods		\$2.25	
835	00099044	23/12/2025		Caravan Park - General purchase		\$808.45	
836	00099080	06/01/2026		Toilets - Cleaning goods		\$529.90	
837	00099091	07/01/2026		CBD Parks - Goods		\$46.20	
838	00099092	07/01/2026		CBD Parks - Goods		\$69.00	
839	00099093	07/01/2026		Thomas Hogg Oval - Goods		\$90.65	
840	EFT27130	13/01/2026	Narrogin Toyota		\$84,121.25		L
841	PI23070842	13/10/2025		Small Plant - Elastostart assembly		\$33.34	
842	RI21100898	13/01/2026		CEO Vehicle - 2025 Toyota Prado 2.8L Dsl Wagon with accessorie		\$84,087.91	
843	EFT27131	13/01/2026	Niifisk Pty Ltd		\$1,842.12		
844	PSV1039722	02/10/2025		NRLC - Repairs - Floor scrubber and suction pump		\$1,141.80	
845	PSI0222347	14/10/2025		NRLC - Floor scrubber with extra battery		\$700.32	
846	EFT27132	13/01/2026	Officeworks Ltd		\$148.61		
847	625439067	02/12/2025		NRLC - Cleaning supplies		\$148.61	
848	EFT27133	13/01/2026	FPD Food Services Pty Ltd		\$741.55		
849	LS819948	23/12/2025		NRLC - Kiosk stock		\$339.90	
850	LS933810	06/01/2026		NRLC - Kiosk stock		\$401.65	
851	EFT27135	13/01/2026	RJ Smith Engineering		\$102.00		L
852	DI31612	21/11/2025		LIB - 15L Water bottles x 6		\$102.00	
853	EFT27136	13/01/2026	Readytech		\$2,920.50		
854	INITV042797	18/12/2025		Purchase orders - extended security annual licence, extended security implementation		\$2,920.50	
855	EFT27137	13/01/2026	Regional Communication Solutions		\$3,300.00		
856	INV 2816	01/01/2026		CCTV - onsite & remote support		\$3,300.00	
857	EFT27138	13/01/2026	Seton Australia Pty Ltd		\$1,229.80		
858	9360709203	18/12/2025		NRLC - AED Alarmed cabinet, NRLC - Changing table		\$1,229.80	
859	EFT27139	13/01/2026	Team Global Express Pty Ltd		\$505.07		
860	0697 T740710	21/12/2025		Freight		\$505.07	
861	EFT27140	13/01/2026	The Leisure Institute of Western Australia ( Aquatics ) Inc		\$351.45		
862	INV 4818	09/12/2025		NRLC - 2025 Aquatic Conference		\$351.45	
863	EFT27141	13/01/2026	Uniforms At Work Australia Pty Ltd		\$2,059.92		
864	37000038	04/09/2025		Uniforms		\$286.10	
865	37000039	31/10/2025		Uniforms		\$354.48	
866	37000040	31/10/2025		Uniforms		\$147.81	
867	37000040 1	24/11/2025		Uniforms		\$88.95	
868	37000041	15/12/2025		Uniforms		\$120.50	
869	37000043	15/12/2025		Uniforms		\$272.25	
870	37000044	15/12/2025		Uniforms		\$176.10	
871	37000045	15/12/2025		Uniforms		\$171.10	
872	37000046	15/12/2025		Uniforms		\$167.31	
873	37000041 1	18/12/2025		Uniforms		\$51.46	
874	37000043 1	18/12/2025		Uniforms		\$75.36	
875	37000045 1	23/12/2025		Uniforms		\$148.50	
876	EFT27142	13/01/2026	United Security Enforcement Corporation		\$475.20		
877	00013708	05/01/2026		Town Hall - Single Alarm Activation 04/01/2026, Railway Station - Single Alarm Activation - 31/12/2025, Admin - Multi Alarm Activation - 29/12/2025		\$475.20	
878	EFT27143	13/01/2026	WEX Australia Pty Ltd		\$1,149.78		
879	226	31/12/2025		Groceries		\$1,149.78	
880	EFT27144	13/01/2026	West Australian Newspapers Limited		\$214.50		
881	1039264520251206	06/12/2025		Carols by Candlelight - Advertisement		\$214.50	
882	EFT27145	23/01/2026	Big Purple Phone		\$743.90		
883	14545	16/01/2026		CHCP - Big Purple Phone		\$743.90	
884	EFT27146	23/01/2026	CJ & DM Prideaux ( Mister Yardman )		\$44.00		L
885	63	31/12/2025		NRLC - Tip fees - Oct 25 - Dec 25		\$44.00	
886	EFT27147	23/01/2026	Corsign (WA) Pty Ltd		\$1,512.50		
887	00100678	04/12/2025		Signs - Street name plates		\$1,512.50	
888	EFT27148	23/01/2026	Council on the Ageing (WA) Inc.		\$1,073.60		
889	7348	11/07/2025		NRLC - Strength for Life Annual Fee - 2025-2026		\$1,073.60	

890	EFT27149	23/01/2026	Department of Human Services		\$865.97		
891	132	12/01/2026		Payroll Deductions		\$500.30	
892	132	12/01/2026		Payroll Deductions		\$365.67	
893	EFT27150	23/01/2026	Earl Street Physiotherapy		\$90.00		L
894	57018	12/01/2026		Standard Physio Consultation		\$90.00	
895	EFT27151	23/01/2026	Earth 2 Ocean Communications		\$472.00		
896	INV 2025 02761	09/12/2025		NO5504 - Utility (CESM) - AVL installation		\$472.00	
897	EFT27152	23/01/2026	Elgas		\$5,248.95		
898	0361126258	28/11/2025		NRLC - Gas supplied - 2,710Lt		\$2,753.34	
899	0360893862	08/01/2026		NRLC - Gas supplied - 2,423Lt		\$2,495.61	
900	EFT27153	23/01/2026	Fulton Hogan		\$241,588.28		
901	20994772	09/12/2025		Clayton Road - 1st coat, 2nd coat		\$161,969.47	
902	20994773	09/12/2025		Clayton Road - 1st coat, 2nd coat		\$79,618.81	
903	EFT27154	23/01/2026	Girl Friday Books & Admin		\$669.35		L
904	INV 0287	05/01/2026		DCVC - Finance consultant - Xero setup		\$669.35	
905	EFT27155	23/01/2026	Great Southern Waste Disposal		\$72,111.52		
906	IV3635	05/12/2025		Refuse Contract - Nov 2025		\$72,111.52	
907	EFT27156	23/01/2026	Hancocks Home Hardware		\$322.72		
908	10038827	13/01/2026		CHCP - Key Safe		\$66.02	
909	10038831	13/01/2026		CHCP - Key cutting		\$9.40	
910	10038893	13/01/2026		CHCP - Staple Safety		\$4.80	
911	10038868	13/01/2026		Homecare - Oils & Lubricants, CHSP - Rubbish Bins & Locks & Gloves		\$168.80	
912	10038891	13/01/2026		NGN13362 Trailer - Maintenance		\$73.70	
913	EFT27157	23/01/2026	Harcher Distributors (Wa Distributors P/L)		\$956.80		
914	1147178	02/12/2025		NRLC - Kiosk stock delivery		\$6.60	
915	1147179	02/12/2025		NRLC - Cleaning supplies		\$78.15	
916	1149845	09/12/2025		NRLC - Kiosk stock		\$148.50	
917	1149846	09/12/2025		NRLC - Kiosk stock		\$101.45	
918	1152815	16/12/2025		NRLC - Kiosk stock		\$134.05	
919	1152816	16/12/2025		NRLC - Kiosk stock		\$113.85	
920	1154214	23/12/2025		NRLC - Kiosk stock		\$183.10	
921	1156837	30/12/2025		NRLC - Cleaning Supplies, NRLC - Kiosk supplies		\$107.70	
922	1156838	30/12/2025		NRLC - Kiosk Stock		\$83.40	
923	EFT27158	23/01/2026	Independence Australia Group		\$555.40		
924	83293282 01	12/01/2026		CHCP - Continence Aids		\$224.40	
925	83297103 01	13/01/2026		CHCP - Continence Aids		\$331.00	
926	EFT27159	23/01/2026	JH Computer Services		\$1,139.60		
927	6602 D01	30/09/2025		Monitors x 4, Keyboard & mouse x 4		\$1,139.60	
928	EFT27160	23/01/2026	JLT Risk Solutions Pty Ltd		\$8,250.00		
929	062 219146	11/12/2025		Regional Risk Coordinator - Jul - Dec 2025		\$8,250.00	
930	EFT27161	23/01/2026	Keeling Electrical Group		\$1,038.09		L
931	2140	14/01/2026		13 Hough St - Install oven & dispose waste		\$547.21	
932	2147	14/01/2026		Museum - Restore power		\$490.88	
933	EFT27162	23/01/2026	Lite n' Easy		\$976.48		
934	8367489	13/01/2026		CHCP - Lite n Easy		\$98.13	
935	8370982	13/01/2026		CHCP - Lite n Easy		\$135.23	
936	8370986	13/01/2026		CHCP - Lite n Easy		\$135.23	
937	8373121	13/01/2026		CHCP - Lite n Easy		\$76.47	
938	8375886	13/01/2026		CHCP - Lite n Easy		\$121.27	
939	8370922	13/01/2026		CHCP - Lite n Easy		\$410.15	
940	EFT27163	23/01/2026	MCG Fire Services		\$544.50		
941	INV 5261	15/01/2026		Town Hall - Service period - Jan 2026		\$341.00	
942	INV 5264	15/01/2026		NRLC - Service period - Dec 2025		\$203.50	
943	EFT27164	23/01/2026	Narrogin Auto Electrics		\$1,140.00		L
944	271190	15/12/2025		NO2 - Nissan Tip truck - Anderson Plug		\$95.00	
945	271191	19/12/2025		NO4 - Nissan Tip Truck - Heavy duty batteries		\$912.00	
946	271192	19/12/2025		NO4929 - Vibe Roller - Repair two-way radio		\$133.00	
947	EFT27165	23/01/2026	Narrogin Beta Home Living		\$1,534.00		L
948	25710111084	06/01/2026		13 Hough St - Westinghouse oven		\$1,534.00	
949	EFT27166	23/01/2026	Narrogin Community Pharmacy		\$219.85		L
950	1344248	08/01/2026		CHCP - Compression Stockings & Moogoo Cream		\$219.85	
951	EFT27167	23/01/2026	Narrogin Fruit Market		\$104.80		L
952	128376	24/12/2025		NRLC - Catering		\$104.80	
953	EFT27168	23/01/2026	Narrogin Gasworx		\$204.64		L
954	95068	14/01/2026		NO1225 - Forklift - Gas Bottles x 2		\$204.64	
955	EFT27169	23/01/2026	Narrogin McIntosh & Sons		\$257.32		L
956	P15 4280	13/01/2026		Homecare - Mower Blades & Air Filter		\$144.00	
957	P15 4331	16/01/2026		Homecare - Mower Blades & Air Filter		\$113.32	
958	EFT27170	23/01/2026	Narrogin Newpower Newsagency		\$2,448.11		L
959	SN00 1596 3112 2025	31/12/2025		Stationery Order - Jul - Dec 2025		\$2,410.01	
960	SN00 1564 3112 2025	31/12/2025		Newspapers - Dec 2025		\$38.10	
961	EFT27171	23/01/2026	Narrogin Packaging		\$737.30		L
962	98243	27/11/2025		Mackie Park - Nozzles		\$4.50	
963	99133	08/01/2026		CBD Parks - Sprinklers		\$732.80	
964	EFT27172	23/01/2026	Narrogin Podiatry		\$82.50		L
965	28011	13/01/2026		CHCP - Standard Consultation		\$82.50	
966	EFT27173	23/01/2026	Narrogin Toyota		\$423.57		L
967	JC24050440	12/01/2026		NGN324 Mazda BT-50 - Service		\$423.57	
968	EFT27174	23/01/2026	Parry's Narrogin		\$718.92		L
969	1008370	06/01/2026		PPE - Steel cap boots		\$277.00	
970	1008575	13/01/2026		PPE - Steel cap boots		\$237.96	
971	1008576	13/01/2026		PPE - Steel cap boots		\$203.96	
972	EFT27175	23/01/2026	Peerless Jal Pty Ltd		\$2,935.76		
973	S1355660	18/12/2025		Toilets - Cleaning products		\$2,935.76	

974	EFT27176	23/01/2026	Probus Club of Narrogin		\$2,000.00		L
975	20251105	05/11/2025		Community Chest Funding - 2025/2026		\$2,000.00	
976	EFT27177	23/01/2026	RJ Smith Engineering		\$7,466.00		L
977	D132024	05/12/2025		NO686 - Cat Skid Steer - Repair bent auger		\$1,420.00	
978	D132132	10/12/2025		Caravan Park Units - Cold saw and blade		\$3,529.00	
979	D132330	15/12/2025		Heavy duty grease cartridges x 6		\$75.00	
980	D132386	17/12/2025		Caravan Park Units - Patio tube and metal post cap		\$2,180.00	
981	D132389	17/12/2025		Caravan Park Units - Hex head screws box 100		\$92.00	
982	D132403	17/12/2025		Caravan Park Units - Auger tips x 2		\$58.00	
	D132526	22/12/2025		NO2260 - Dog trailer - Safety chain hook set, Quick release couplings		\$112.00	
983							
984	EFT27178	23/01/2026	Sparks Butchers		\$314.85		L
985	INV 0097	20/01/2026		Australia Day 2026 - Community Breakfast - Bacon		\$314.85	
986	EFT27179	23/01/2026	Successful Projects		\$2,601.50		
987	INV 14365	31/12/2025		NRLC Energy Efficiency Project - Project management services Dec 2025		\$2,601.50	
988	EFT27180	23/01/2026	T Quip		\$47.32		
989	145882 32	13/01/2026		NO52 - Toro Mower - Parts		\$47.32	
990	EFT27181	23/01/2026	The Narrogin Pharmacy		\$40.90		L
991	1205166	08/12/2025		CHCP - Continence Aids		\$40.90	
992	EFT27182	23/01/2026	United Security Enforcement Corporation		\$158.40		
993	00013716	12/01/2026		Railway station building - Single alarm activation 06/01/2026		\$158.40	
994	EFT27183	23/01/2026	Water Corporation		\$111.44		
995	90 07803 12 2	19/12/2025		Wagin-Wickepin Rd Standpipe - Water usage - 22/10/2025 - 18/12/2025		\$111.44	
996	EFT27184	23/01/2026	West Australian Newspapers Limited		\$412.50		
997	1028037520251231	31/12/2025		Narrogin Narrative - Dec 2025		\$412.50	
998	EFT27185	29/01/2026	A & A Corasaniti Building Contractors Pty Ltd		\$5,401.00		L
999	INV 0407	22/01/2026		John Higgin Centre kitchen renovation - Labour & materials		\$5,401.00	
1000	EFT27186	29/01/2026	ASSA ABLOY Australia Pty Limited		\$346.92		
1001	INO3146637	14/01/2026		Railway Station - Digital keypad with deadlatch		\$346.92	
1002	EFT27187	29/01/2026	Ausrecord Pty Ltd		\$121.00		
1003	99091	24/11/2025		Building - Full size number labels		\$121.00	
1004	EFT27188	29/01/2026	Basil Joseph Kickett		\$500.00		
1005	1	22/01/2026		Australia Day 2026 - Welcome to Country		\$500.00	
1006	EFT27189	29/01/2026	Bill & Ben Hot Bread Shop		\$84.00		L
1007	31	24/01/2026		Australia Day - Sliced bread		\$84.00	
1008	EFT27190	29/01/2026	Country Paint Supplies		\$450.54		L
1009	4899002168	18/12/2025		Caravan Park Units - Paint		\$450.54	
1010	EFT27191	29/01/2026	Custom Cutters (DCN Solutions)		\$38.25		L
1011	17012026	17/01/2026		Commission Payments for stock supplied - Sep 2025, Commission payments on stock supplied - Dec 2025		\$38.25	
1012	EFT27192	29/01/2026	David Evenis		\$17.00		L
1013	17012026	17/01/2026		Commission Payments for stock supplied - Dec 2025		\$17.00	
1014	EFT27193	29/01/2026	Deborah Jane Old		\$12.75		L
1015	17012026	17/01/2026		Commission Payments for stock supplied - Sep 2025, Commission Payments for stock supplied - Dec 2025		\$12.75	
1016	EFT27194	29/01/2026	Dependable Laundry Solutions		\$4,829.55		
1017	DO202506098	06/01/2026		Caravan Park Accommodation Units - User Interface		\$480.15	
1018	DO202506130	07/01/2026		Caravan Park Accommodation Units - Coin operated washing machine, Freight		\$4,349.40	
1019	EFT27195	29/01/2026	Djinda Kaal Dreaming		\$76.50		L
1020	17012026	17/01/2026		Commission Payments for stock supplied - Dec 2025		\$76.50	
1021	EFT27196	29/01/2026	Edwards Isuzu Ute		\$21,868.50		
1022	T 7937	21/08/2025		Isuzu MY25.5 DMax SX Dual Cab Pickup 3.0L 4x2, Trade existing Holden Colorado		\$21,868.50	
1023	EFT27197	29/01/2026	Elgas		\$1,661.33		
1024	0361126534	15/01/2026		Caravan Park - Gas supplied 198lt		\$203.93	
1025	0361126525	15/01/2026		NRLC - Gas supplied 1,415lt		\$1,457.40	
1026	EFT27198	29/01/2026	FD Heffernan		\$48.88		L
1027	17012026	17/01/2026		Commission Payments for stock supplied - Dec 2025		\$48.88	
1028	EFT27199	29/01/2026	Farmworks Narrogin Pty Ltd		\$264.00		L
1029	118006	20/01/2026		CHCP - Glyphosate, CHSP - Glyphosate		\$264.00	
1030	EFT27200	29/01/2026	Gemma Crafts		\$9.78		L
1031	17012026	17/01/2026		Commission Payments for stock supplied - Dec 2025		\$9.78	
1032	EFT27201	29/01/2026	Goodyear Autocare Narrogin		\$660.00		L
1033	107096	06/01/2026		NGN426 - Skid steer - Fitting of tube & strip replace with sealent bearcat		\$100.00	
1034	107106	07/01/2026		NO4929 - Vibe Roller - Transfer tyres & tubes		\$560.00	
1035	EFT27202	29/01/2026	Great Southern Fuel Supplies		\$23,388.30		L
1036	D2242116	12/01/2026		Bulk Diesel - 14,890lt		\$23,066.22	
1037	D2242356	15/01/2026		Unleaded petrol - 200lt		\$322.08	
1038	EFT27203	29/01/2026	Hancocks Home Hardware		\$168.90		L
1039	10039778	21/01/2026		Homecare - Rakes		\$168.90	
1040	EFT27204	29/01/2026	Helen Elliott		\$134.17		L
1041	17012026	17/01/2026		Commission Payments for stock supplied - Sep 2025, Commission Payments for stock supplied - Dec 2025		\$134.17	
1042	EFT27205	29/01/2026	Jax Music		\$175.00		
1043	INV 75	14/01/2026		Australia Day 2026 - Ceremony music entertainment		\$175.00	
1044	EFT27206	29/01/2026	Keeling Electrical Group		\$9,106.26		L
1045	2157	21/01/2026		NRLC - Annual Test and Tagging		\$3,446.30	
1046	2159	21/01/2026		NRLC - Annual Test and Tagging		\$2,824.80	
1047	2158	21/01/2026		John Higgins - Annual Test and Tagging		\$2,040.50	
1048	2161	21/01/2026		Admin - Replace panel lights, Admin - Spare panel lights		\$794.66	

1049	EFT27207	29/01/2026	Kelly Nelissen		\$410.55		L
1050	17012026	17/01/2026		Commission payments on stock supplied - Sep 2025, Commission payments on stock supplied - Dec 2025		\$410.55	
1051	EFT27208	29/01/2026	Kulker Carpentry And Construction		\$1,870.00		L
1052	IV1371	22/01/2026		CHCP - Supply and install new doors		\$1,870.00	
1053	EFT27209	29/01/2026	IGISWA		\$4,095.96		
1054	100 162404	11/09/2025		Workers Compensation Adjustment for Actual Wages - 2024/2025		\$4,095.96	
1055	EFT27210	29/01/2026	Lite n' Easy		\$1,714.53		
1056	8350887	20/01/2026		CHCP - Lite n Easy		\$167.40	
1057	8370677	20/01/2026		CHCP - Lite n Easy		\$103.73	
1058	8381666	20/01/2026		CHCP - Lite n Easy		\$197.81	
1059	8383138	20/01/2026		CHCP - Lite n Easy		\$346.42	
1060	8383374	20/01/2026		CHCP - Lite n Easy		\$167.40	
1061	8383643	20/01/2026		CHCP - Lite n Easy		\$103.73	
1062	8383734	20/01/2026		CHCP - Lite n Easy		\$76.47	
1063	8384273	20/01/2026		CHCP - Lite n Easy		\$103.73	
1064	8386098	20/01/2026		CHCP - Lite n Easy		\$184.86	
1065	8386880	20/01/2026		CHCP - Lite n Easy		\$262.98	
1066	EFT27211	29/01/2026	Lorraine Berenice Larmont		\$175.96		L
1067	17012026	17/01/2026		Commission payments on stock supplied - Sep 2025, Commission payments on stock supplied - Dec 2025		\$175.96	
1068	EFT27212	29/01/2026	MC & SP Russell		\$136.00		L
1069	17012026	17/01/2026		Commission payments on stock supplied - Sep 2025, Commission payments on stock supplied - Dec 2025		\$136.00	
1070	EFT27213	29/01/2026	MCG Fire Services		\$203.50		
1071	INV 5265	15/01/2026		NRLC - Site service fee, NRLC - Monthly EVAC panel		\$203.50	
1072	EFT27214	29/01/2026	Mensheds Narrogin Incorporated		\$76.50		L
1073	17012026	17/01/2026		Commission payments on stock supplied - Sep 2025, Commission payments on stock supplied - Dec 2025		\$76.50	
1074	EFT27215	29/01/2026	Merry Robertson		\$41.65		L
1075	17012026	17/01/2026		Commission payments on stock supplied - Sep 2025		\$41.65	
1076	EFT27216	29/01/2026	Metal Artwork Badges		\$27.50		
1077	36213	15/01/2026		Desk Name Plaque		\$27.50	
1078	EFT27217	29/01/2026	Narrogin Gasworx		\$30.00		L
1079	94997	12/01/2026		Yilliminning Rock Picnic Area - BBQ Gas Bottle		\$30.00	
1080	EFT27218	29/01/2026	Narrogin McIntosh & Sons		\$193.25		L
1081	P15 4328	16/01/2026		Mower Blades		\$193.25	
1082	EFT27219	29/01/2026	Narrogin Newspower Newsagency		\$1,625.67		L
1083	I8120	23/01/2026		Stationery Order - Jan 2026		\$1,625.67	
1084	EFT27220	29/01/2026	Narrogin Valley Stockfeed		\$194.00		L
1085	NVS183417	02/01/2026		Dog food		\$194.00	
1086	EFT27221	29/01/2026	Ninnys Yard Maintenance		\$1,072.50		L
1087	140484952	12/01/2026		Fire Prevention - 80 Northwood Street, 24 Roe Street, 8 Short Street		\$1,072.50	
1088	EFT27222	29/01/2026	Officeworks Ltd		\$140.11		
1089	626274541	07/01/2026		NRLC - Cleaning Supplies		\$140.11	
1090	EFT27223	29/01/2026	Parry's Narrogin		\$560.11		L
1091	1008554	13/01/2026		PWO - PPE - Shoe		\$127.46	
1092	1008573	13/01/2026		PWO - PPE - Shirts & Pants		\$170.00	
1093	1008618	14/01/2026		PWO - PEE - Shirts & trousers		\$262.65	
1094	EFT27224	29/01/2026	Paul H. Brown		\$470.05		L
1095	17012026	17/01/2026		Commission payments on stock supplied - Sep 2025, Commission payments on stock supplied - Dec 2025		\$470.05	
1096	EFT27225	29/01/2026	Perfect Gym Solutions		\$4,991.25		
1097	INV2700062234	22/01/2026		NRLC - 24 Hour Locks For Main Door and Gym Door		\$4,991.25	
1098	EFT27226	29/01/2026	Phlozone		\$1,650.00		
1099	INV 4629	21/01/2026		NRLC - Phlo Zone Onboarding		\$1,650.00	
1100	EFT27228	29/01/2026	ReKindled Metal		\$10,000.00		
1101	2601	20/01/2026		Train Artwork - Phase 2/4		\$10,000.00	
1102	EFT27229	29/01/2026	Reece Roy Andrews		\$319.00		L
1103	INV 0205	06/01/2026		NRLC - DrySide & Wetside Shower Repairs & Staff Toilet Repairs		\$319.00	
1104	EFT27230	29/01/2026	Tunstall Austalia Pty Ltd		\$31.30		
1105	INV1330653	01/01/2026		CHCP - Monitoring Alarm & Sim Charge		\$31.30	
1106	EFT27231	29/01/2026	Waterlogic Australia		\$66.41		
1107	5216317	01/01/2026		NRLC - Water Cooler Rental - Jan 2026		\$66.41	
1108	EFT27232	29/01/2026	Wirtgen Australia Pty Ltd		\$4,900.48		
1109	1900152013	07/01/2026		NO4929 - Vibe Roller - Disc wheels & Sleeves		\$4,900.48	
1110	EFT27233	30/01/2026	Department of Human Services		\$865.97		
1111	133	28/01/2026		Payroll deductions		\$500.30	
1112	133	28/01/2026		Payroll deductions		\$365.67	
1113	EFT27234	30/01/2026	Easifleet		\$5,138.64		
1114	12012026	12/01/2026		Novated lease		\$2,569.32	
1115	26/01/2026	26/01/2026		Novated lease		\$2,569.32	
1116				<b>TOTAL CHEQUE &amp; EFT PAYMENTS</b>		<b>\$2,610,629.29</b>	

1117

1118	Direct Debit	Date	Name	Description	Payment Total	Invoice Amount	Type
1119	DD11187.3 9007721610	05/12/2025 05/12/2024	Water Corporation	John Higgins Building - Water Charges 07/10/24 - 04/12/24, NRLC -Water Charges 07/10/24 - 04/12/24			
1120	DD12281.1	27/12/2025	WA Treasury Corporation		\$8,177.43		
1121	127	27/12/2025		Loan No. 127 Principal & interest		\$8,177.43	
1122	DD12281.2	01/12/2025	WA Treasury Corporation		\$25,811.84		
1123	128	01/12/2025		Loan No. 128 Principal & interest		\$25,811.84	
1124	DD12281.3	29/12/2025	WA Treasury Corporation		\$37,925.02		
1125	130	29/12/2025		Loan No. 130 Principal & interest		\$9,710.78	
1126	133	29/12/2025		Loan No. 133 Principal & interest		\$28,214.24	
1127	DD12281.4	31/12/2025	WA Treasury Corporation		\$19,631.05		
1128	132	31/12/2025		Loan No. 132 Principal & interest		\$19,631.05	
1129	DD12281.5	16/12/2025	WA Treasury Corporation		\$93,433.28		
1130	134	16/12/2025		Loan No. 134 Principal & interest		\$93,433.28	
1131	DD12290.1	01/12/2025	Shire of Narrogin - Credit Card Payments		\$7,406.71		
1132	20251130	30/11/2025		Credit card transactions - CEO - Nov 2025 (Reported December 2025)		\$7,406.71	
1133	DD12295.1	02/12/2025	Synergy		\$30,221.76		
1134	403 301 690 NOV	12/11/2025		NRLC - Electricity usage - 08/10/2025 - 11/11/2025		\$26,918.79	
1135	403 301 880 NOV	12/11/2025		Caravan Park - Electricity usage - 08/10/2025 - 11/11/2025		\$3,302.97	
1136	DD12297.1	01/12/2025	CRISP Wireless		\$1,455.80		
1137	202501009884	01/12/2025		Crisp - Dec 2025		\$1,455.80	
1138	DD12297.2	01/12/2025	Les Mills Asia Pacific		\$905.00		
1139	LMB1294580	01/12/2025		NRLC - Les Mills signature package - 01/12/2025 - 31/12/2025		\$905.00	
1140	DD12319.1	08/12/2025	Synergy		\$654.56		
1141	056 460 840 NOV	18/11/2025		John Higgins Building - Electricity usage - 21/10/2025 - 17/11/2025		\$654.56	
1142	DD12319.2	01/12/2025	Xero		\$75.00		
1143	INV 48233266	01/12/2025		CHSP - Xero Subscription Nov 25, CHCP - Xero Subscription Nov 25		\$75.00	
1144	DD12327.1	01/12/2025	Beam		\$31,505.64		
1145	01122025	01/12/2025		Superannuation contribution - Pay period ending - 01/12/2025		\$31,505.64	
1146	DD12336.1	11/12/2025	Beam		\$225.67		
1147	ADHOC01122025	11/12/2025		Superannuation contribution, Pay period ending - 01/12/2025		\$225.67	
1148	DD12341.1	01/12/2025	Australian Taxation Office		\$50,308.00		
1149	01122025	01/12/2025		PAYG - Pay period ending - 01/12/2025		\$50,308.00	
1150	DD12350.1	15/12/2025	Sandwai Pty Ltd		\$930.60		
1151	INV 5857	01/12/2025		Sandwai Admin User - Monthly - 01/12/2025 - 31/12/2025		\$930.60	
1152	DD12351.1	15/12/2025	Water Corporation		\$57.46		
1153	90 07708 35 2 NOV	28/11/2025		EMIS Staff House - Water usage - 03/10/2025 - 26/11/2025		\$57.46	
1154	DD12367.1	15/12/2025	Australian Taxation Office		\$58,376.00		
1155	15/12/2025	15/12/2025		PAYG, Pay period ending - 15/12/2025		\$58,376.00	
1156	DD12372.1	18/12/2025	Water Corporation		\$942.92		
1157	90 07710 93 8	27/11/2025		Lions Park - Water usage - 02/10/2025 - 26/11/2025		\$942.92	
1158	DD12375.1	19/12/2025	Beam		\$32,017.55		
1159	15122025	19/12/2025		Superannuation contribution, Pay period ending - 15/12/2025		\$32,017.55	
1160	DD12398.1	29/12/2025	Water Corporation		\$13,343.21		
1161	90 07708 13 3 DEC	05/12/2025		Fairway Depot - Water usage - 02/10/2025 - 04/12/2025		\$188.01	
1162	90 07714 14 6 DEC	05/12/2025		History Hall - Water usage - 30/09/2025 - 04/12/2025		\$9.04	
1163	90 07714 16 2 DEC	05/12/2025		Museum - Water usage - 30/09/2025 - 04/12/2025		\$422.95	
1164	90 07714 24 2 DEC	05/12/2025		Cemetery - Water usage - 30/09/2025 - 04/12/2025		\$490.96	
1165	90 07714 25 0 DEC	05/12/2025		Caravan Park - Water usage - 30/09/2025 - 04/12/2025		\$2,294.21	
1166	90 07715 11 4 DEC	05/12/2025		Smith St Public Toilets - Water usage - 30/09/2025 - 04/12/2025		\$250.56	
1167	90 07715 47 2 DEC	08/12/2025		Sydney Hall Park - Water usage - 03/10/2025 - 05/12/2025		\$849.38	
1168	90 07716 03 7 DEC	08/12/2025		13 Hough St - Water usage - 03/10/2025 - 05/12/2025		\$465.47	
1169	90 07725 55 8 DEC	09/12/2025		Gnarojin Park - Water usage - 09/10/2025 - 08/12/2025		\$1,532.27	
1170	90 22879 35 2 DEC	09/12/2025		48A Grant St - Water usage - 09/10/2025 - 08/12/2025		\$319.77	
1171	90 07713 11 9 DEC	05/12/2025		Railway Institute - Water usage - 02/10/2025 - 04/12/2025		\$208.60	
1172	90 07713 23 1 DEC	05/12/2025		Town Hall (Federal St) - Water usage - 02/10/2025 - 04/12/2025		\$580.51	
1173	90 07713 39 7 DEC	05/12/2025		Admin Building - Water usage - 02/10/2025 - 04/12/2025		\$806.70	
1174	90 07713 41 8 DEC	05/12/2025		Library - Sewer service charge - 02/10/2025 - 04/12/2025		\$53.18	
1175	90 07713 44 2 DEC	05/12/2025		Senior Citizen Centre - Water usage - 30/09/2025 - 04/12/2025		\$711.52	
1176	90 07713 74 1 DEC	05/12/2025		Memorial Park - Water usage - 30/09/2025 - 04/12/2025		\$2,772.31	
1177	90 07713 95 2 DEC	05/12/2025		Mackie Park - Water usage - 30/09/2025 - 04/12/2025		\$1,048.45	
1178	90 07713 98 7 DEC	05/12/2025		CSBP - Water usage - 30/09/2025 - 04/12/2025		\$339.32	
1179	DD12400.1	31/12/2025	Synergy		\$1,056.73		
1180	272 793 710 DEC	09/12/2025		Lions Park - Electricity usage - 10/10/2025 - 08/12/2025		\$142.82	
1181	403 301 740 DEC	09/12/2025		Admin Office - Electricity usage - 10/10/2025 - 08/12/2025		\$913.91	
1182							

1183	<b>DD12403.1</b>	<b>02/01/2026</b>	<b>Synergy</b>		<b>\$23,965.83</b>	
	211 651 630 DEC	10/12/2025		Sydney Hall Way Park - Electricity usage - 11/10/20252 - 09/12/2025		\$124.84
1184						\$148.12
1185	388 675 720 DEC	10/12/2025		Cemetery - Electricity usage - 11/10/20252 - 09/12/202		\$20,533.40
1186	403 301 690 DEC	10/12/2025		NRLC - Electricity usage - 12/11/2025 - 09/12/2025		
	403 301 880 DEC	10/12/2025		Caravan Park - Electricity usage - 12/11/2025 - 09/12/2025		\$1,991.36
1187						\$298.53
1188	404 395 070 DEC	10/12/2025		Memorial Park - Electricity usage - 10/10/2025 - 09/12/2025		
	407 021 070 DEC	10/12/2025		Shop 1/84 Federsl St - Electricity usage - 11/10/2025 - 09/12/2025		\$213.99
1189						\$256.85
1190	456 000 910 DEC	10/12/2025		Museum - Electricity usage - 11/10/2025 - 09/12/202		\$274.43
1191	614 718 030 DEC	10/12/2025		Library - Electricity usage - 11/10/2025 - 09/12/2025		
	636 073 950 DEC	10/12/2025		History Hall - Electricity supply charge - 11/10/2025 - 09/12/2025		\$124.31
1192						
1193	<b>DD12403.2</b>	<b>02/01/2026</b>	<b>Water Corporation</b>		<b>\$24,718.96</b>	
1194	90 07721 06 3 DEC	11/12/2025		Waste Facility - Water usage - 08/10/2025 - 10/12/2025		\$42.17
	90 07721 57 3 DEC	11/12/2025		May St Public Toilets - Water usage - 08/10/2025 - 10/12/202		\$471.35
1195						\$876.49
1196	90 07721 60 2 DEC	11/12/2025		Hockey field - Water usage - 08/10/2025 - 10/12/2025		\$11,878.69
1197	90 07721 61 0 DEC	11/12/2025		NRLC - Water usage - 08/10/2025 - 10/12/202		
	90 07721 62 9 DEC	11/12/2025		John Higgins Complex - Water usage - 08/10/2025 - 10/12/2025,		\$8,056.62
				Narrogin Racecourse Track - Water usage - 08/10/2025 - 10/12/2025		
1198						\$2,767.90
1199	90 07721 65 3 DEC	11/12/2025		Croquet Clubrooms - Water usage - 08/10/2025 - 10/12/202		
	90 07722 69 9 DEC	11/12/2025		Old Golf Course - Water usage - 08/10/2025 - 10/12/2025		\$24.31
1200						\$501.47
1201	90 07723 31 7 DEC	11/12/2025		Thomas Hogg Over - Water usage - 06/10/2025 - 10/12/2025		
1202						\$99.96
	90 07723 33 3 DEC	11/12/2025		Michael Brown Park - Sewer supply charge - 06/10/2025 - 10/12/2025		
1203	<b>DD12408.1</b>	<b>05/01/2026</b>	<b>Synergy</b>		<b>\$14,281.61</b>	
1204	436 089 900 DEC	11/12/2025		Lydeker Depot - Electricity usage - 09/10/2025 - 08/12/2025		\$731.23
1205						\$241.46
1206	466 353 500 DEC	11/12/2025		Ashworth Cres Park - Electricity usage - 14/10/2025 - 10/12/202		\$13,308.92
	649 918 430 DEC	15/12/2025		Street Lighting - Electricity usage - 25/10/2025 - 24/11/2025		
1207	<b>DD12408.2</b>	<b>05/01/2026</b>	<b>Water Corporation</b>		<b>\$884.80</b>	
1208	90 07669 30 6 DEC	15/12/2025		Highbury Hall - Water usage - 15/10/2025 - 12/12/2025		\$394.57
1209	90 07731 26 1 DEC	15/12/2025		Community Garden - Water usage - 08/10/2025 - 12/12/202		\$413.66
	90 07731 28 8 DEC	15/12/2025		Old Railway Tennis Building - Sewer supply charge - 08/10/2025 - 12/12/2025		\$76.57
1210	<b>DD12411.1</b>	<b>02/01/2026</b>	<b>Shire of Narrogin - Credit Card Payments</b>		<b>\$3,148.01</b>	
1211	20251231	31/12/2025		Credit card transactions - Dec 2025		\$3,148.01
1212						
1213	<b>DD12413.1</b>	<b>01/01/2026</b>	<b>CRISP Wireless</b>		<b>\$1,396.80</b>	
1214	202601000175	01/01/2026		Crisp - 01/01/2026 - 31/01/202		\$1,396.80
1215	<b>DD12414.1</b>	<b>31/12/2025</b>	<b>Beam</b>		<b>\$3,564.09</b>	
1216	31122025	31/12/2025		Superannuation contribution - Councillor Q2 - 31/12/2025		\$3,564.09
1217	<b>DD12414.2</b>	<b>29/12/2025</b>	<b>Beam</b>		<b>\$31,012.13</b>	
1218	29122025	29/12/2025		Superannuation contribution - Pay period ending - 29/12/2025		\$31,012.13
1219	<b>DD12416.1</b>	<b>06/01/2026</b>	<b>Synergy</b>		<b>\$1,530.53</b>	
1220	273 233 080 DEC	12/12/2025		13 Hough St - Electricity usage - 15/10/2025 - 11/12/2025		\$216.89
	317 492 130 DEC	12/12/2025		66 Williams St - Electricity usage - 11/10/2025 - 10/12/2025		\$133.93
1221						\$122.20
1222	379 132 790 DEC	12/12/2025		BMX park - Electricity usage - 15/10/2025 - 11/12/2025		\$1,057.51
1223	763 848 990 DEC	12/12/2025		Town Hall - Electricity usage - 10/11/2025 - 10/12/2025		
1224	<b>DD12416.2</b>	<b>06/01/2026</b>	<b>Water Corporation</b>		<b>\$240.83</b>	
1225	90 07729 22 5 DEC	16/12/2025		30 Gray St - Sewer supply charge - 01/11/2025 - 31/12/2025		\$123.36
1226						\$117.47
1227	90 13776 55 4 DEC	16/12/2025		Highbury Public Toilets - Water usage - 15/10/2025 - 12/12/2025		
1228	<b>DD12426.1</b>	<b>07/01/2026</b>	<b>Water Corporation</b>		<b>\$2,280.08</b>	
1229	90 10739 54 7 DEC	17/12/2025		Lydeker Depot - Water usage - 10/10/2025 - 16/12/2025		\$2,280.08
1230	<b>DD12438.1</b>	<b>29/12/2025</b>	<b>Australian Taxation Office</b>		<b>\$51,202.00</b>	
1231	29122025	29/12/2025		PAYG - Pay period ending - 29/12/2025		\$51,202.00
1232	<b>DD12440.1</b>	<b>08/01/2026</b>	<b>Synergy</b>		<b>\$1,909.61</b>	
1233	056 460 840 DEC	16/12/2025		John Higgins Building - Electricity usage - 18/11/2025 - 15/12/2025		\$1,522.90
	317 746 500 DEC	16/12/2025		Waste Facility - Electricity usage - 14/10/2025 - 10/12/2025		\$262.02
1234						\$124.69
1235	900 304 630 DEC	16/12/2025		Michael Brown Park - Electricity usage - 17/10/2025 - 15/12/2025		
1236	<b>DD12447.1</b>	<b>09/01/2026</b>	<b>Synergy</b>		<b>\$222.21</b>	
1237	294 951 900 DEC	17/12/2025		30 Gray St - Electricity usage - 18/10/2025 - 16/12/2025		\$147.32
	392 229 670 DEC	17/12/2025		48A Grant St - Electricity buyback - 18/10/2025 - 16/12/2025		\$74.89
1238	<b>DD12455.1</b>	<b>12/01/2026</b>	<b>Synergy</b>		<b>\$1,803.25</b>	
1239	208 441 840 DEC	18/12/2025		Community Garden - Electricity usage - 21/10/2025 - 17/12/2025		\$207.68
	759 507 150 DEC	18/12/2025		Thomas Hogg Oval - Electricity usage - 16/12/2025 - 12/12/2025		\$1,595.57
1240	<b>DD12469.1</b>	<b>15/01/2026</b>	<b>Synergy</b>		<b>\$531.27</b>	
1241	079 492 050 DEC	23/12/2025		Highbury Toilets - Electricity usage - 24/10/2025 - 22/12/2025		\$165.56
1242						\$365.71
1243	323 020 920 DEC	23/12/2025		Highbury Hall - Electricity usage - 23/10/2025 - 22/12/2025		



### 10.3.2 MONTHLY FINANCIAL REPORT – DECEMBER 2025 AND JANUARY 2026

File Reference	12.8.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	16 February 2026
Author	Belinda Knight - Manager Corporate Services
Authorising Officer	Ian Graham - Executive Manager Corporate & Community Services
Attachments	<ol style="list-style-type: none"><li>1. Monthly Financial Report for December 2025;</li><li>2. Monthly Financial Report for January 2026; and</li><li>3. Capital Projects Tracker for January 2026.</li></ol>

#### Summary

In accordance with the Local Government Financial Management Regulations (1996), Regulation 34, the Shire is to prepare a monthly Statement of Financial Activity for notation by the Council.

#### Background

Due to there being no Ordinary Council Meeting in January 2026, Council is requested to review the December 2025 and January 2026 Monthly Financial Reports.

#### Consultation

Consultation has been undertaken with the Chief Executive Officer and Manager Corporate Services.

#### Statutory Environment

The Local Government (Financial Management) Regulations 1996, Regulation 34 applies.

#### Policy Implications

The Council's Policy Manual contains no policies that relate and nor are there any proposed.

#### Sustainability & Climate Change Implications

*Environmental* - There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.

*Economic* - There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

*Social* - There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

## Financial Implications

All expenditure has been approved via adoption of the 2025/26 Annual Budget or resulting from a Council resolution.

Council is requested to review the December 2025 and January 2026 Monthly Financial Reports, noting that Council is advised of the following matters:

- Budgets have been updated in accordance with adopted budget amendments for the financial year up to 31 December 2025;
- The Executive Manager Corporate and Community Services (EMCCS) has engaged with Managers and the Chief Executive Officer as part of the statutory Annual Budget Review process; the outcome of which is presented as a separate agenda item for Council consideration;
- Rates received to 31 January 2026 is \$6.82m (80.9%) of the total to be collected, with \$1.40M (19.1%) to be collected, compared with \$6.49m (78%) and \$1.83M (22%) as at January 2025. It should be noted that of this amount there is approximately \$208k related to Pensioner Rate Deferments;
- 90+Days Receivables (Debtors) reduced from \$75k as at 30 November 2025 to \$59k as at 31 January 2026. Included in the total is an outstanding amount of approximately \$20k for the Upper Great Southern Hockey Association which remains in accordance with an agreed debt that will be carried until the end of the financial year. The remaining 90+ Days Debtors are subject to follow up action for collection;
- While the budget provides an annual allocation of funding, actual expenditure throughout the year may not always align perfectly with the anticipated monthly distribution. This is particularly relevant when considering the default phasing of expenditure, which is often spread evenly (at 1/12 per month or an initial 8.33% allocation) depending on the nature of the expenses.

For administrative efficiency, the predicted phasing or timing of expenditure is not adjusted on a month-by-month basis to reflect actual variations. This means that while the financial reports (and in particular the graphs) may show timing differences, these are not necessarily an indication of overspending or underspending, but rather a reflection of how expenses naturally fluctuate due to operational requirements, project timelines, and external factors.

It is important to view financial reports with this in mind and understand that variances are a normal part of financial management. The finance team continuously monitors and manages these variations to ensure overall budget integrity and adherence to Council's financial objectives.

Should any material changes arise that require formal budget adjustments, these will be brought to Council for consideration in the usual manner.

## Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective:	4.	Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1	An efficient and effective organisation

## Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to monitor the Shire's ongoing financial performance would increase the risk of a negative impact on the Shire's Financial position. As the monthly report is a legislative requirement, non-compliance may result in a qualified audit.	Rare (1)	Moderate (3)	Low (1-4)	Compliance Requirements	Accept Officer Recommendation

## Risk Matrix

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of three (3) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

## Comment/Conclusion

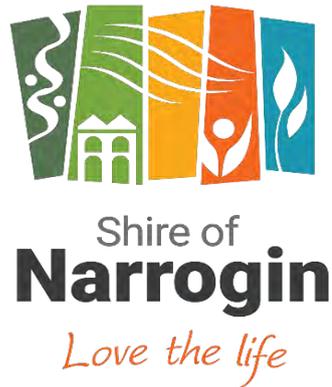
The December 2025 and January 2026 Monthly Financial Report is presented for review.

## Voting Requirements

Simple Majority

### OFFICERS' RECOMMENDATION

That with respect to the Monthly Financial Reports for December 2025 and January 2026, Council note the Report as presented.



## SHIRE OF NARROGIN

### MONTHLY FINANCIAL REPORT

(Containing the required statement of financial activity and statement of financial position)  
For the period ended 31 December 2025

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

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**SHIRE OF NARROGIN**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 DECEMBER 2025**

	Amended Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b) \$	Variance* % ((c) - (b))/(b) %	Var.
<b>OPERATING ACTIVITIES</b>						
<b>Revenue from operating activities</b>						
General rates	6,335,145	6,335,145	<b>6,333,551</b>	(1,594)	(0.03%)	
Rates excluding general rates	12,080	6,036	<b>16,273</b>	10,237	169.60%	
Grants, subsidies and contributions	3,626,860	1,357,330	<b>2,027,676</b>	670,346	49.39%	▲
Fees and charges	3,629,340	2,336,432	<b>2,147,208</b>	(189,224)	(8.10%)	
Interest revenue	645,850	208,986	<b>303,610</b>	94,624	45.28%	▲
Other revenue	535,820	276,058	<b>230,335</b>	(45,723)	(16.56%)	▼
Profit on asset disposals	100,000	50,000	<b>4,365</b>	(45,635)	(91.27%)	▼
	<b>14,885,095</b>	<b>10,569,987</b>	<b>11,063,018</b>	<b>493,031</b>	4.66%	
<b>Expenditure from operating activities</b>						
Employee costs	(7,455,910)	(3,703,110)	<b>(3,710,539)</b>	(7,429)	(0.20%)	
Materials and contracts	(4,169,005)	(2,009,306)	<b>(1,986,344)</b>	22,962	1.14%	
Utility charges	(1,309,760)	(654,645)	<b>(387,137)</b>	267,508	40.86%	▲
Depreciation	(4,632,150)	(2,316,084)	<b>(2,423,407)</b>	(107,323)	(4.63%)	
Finance costs	(491,380)	(66,926)	<b>(52,979)</b>	13,947	20.84%	
Insurance	(382,870)	(376,870)	<b>(381,407)</b>	(4,537)	(1.20%)	
Other expenditure	(397,140)	(198,348)	<b>(127,061)</b>	71,287	35.94%	▲
Loss on asset disposals	(91,400)	(45,700)	<b>(18,975)</b>	26,725	58.48%	▲
	<b>(18,929,615)</b>	<b>(9,370,989)</b>	<b>(9,087,849)</b>	<b>283,140</b>	3.02%	
Non cash amounts excluded from operating activities	2(c) 4,623,550	2,311,784	<b>2,438,017</b>	126,233	5.46%	
<b>Amount attributable to operating activities</b>	<b>579,030</b>	<b>3,510,782</b>	<b>4,413,186</b>	<b>902,404</b>	25.70%	
<b>INVESTING ACTIVITIES</b>						
<b>Inflows from investing activities</b>						
Proceeds from capital grants, subsidies and contributions	14,212,800	1,708,763	<b>3,915,941</b>	2,207,178	129.17%	▲
Proceeds from disposal of assets	437,000	90,000	<b>171,423</b>	81,423	90.47%	▲
Proceeds from financial assets at amortised cost - self supporting loans	3,329,915	0	<b>0</b>	0	0.00%	
	<b>17,979,715</b>	<b>1,798,763</b>	<b>4,087,364</b>	<b>2,288,601</b>	127.23%	
<b>Outflows from investing activities</b>						
Acquisition of property, plant and equipment	(29,459,105)	(8,461,751)	<b>(2,940,702)</b>	5,521,049	65.25%	▲
Acquisition of infrastructure	(4,253,385)	(2,062,705)	<b>(1,030,978)</b>	1,031,727	50.02%	▲
Payments for financial assets at amortised cost - self supporting loans	(3,329,915)	0	<b>0</b>	0	0.00%	
	<b>(37,042,405)</b>	<b>(10,524,456)</b>	<b>(3,971,681)</b>	<b>6,552,775</b>	62.26%	
<b>Amount attributable to investing activities</b>	<b>(19,062,690)</b>	<b>(8,725,693)</b>	<b>115,683</b>	<b>8,841,376</b>	101.33%	
<b>FINANCING ACTIVITIES</b>						
<b>Inflows from financing activities</b>						
Proceeds from new borrowings	15,623,195	265,000	<b>265,000</b>	0	0.00%	
Transfer from reserves	1,956,360	0	<b>0</b>	0	0.00%	
	<b>17,579,555</b>	<b>265,000</b>	<b>265,000</b>	<b>0</b>	0.00%	
<b>Outflows from financing activities</b>						
Payments for principal portion of lease liabilities	(22,330)	(31,700)	<b>(31,700)</b>	0	0.00%	
Repayment of borrowings	(671,135)	(148,131)	<b>(148,131)</b>	0	0.00%	
Transfer to reserves	(973,750)	0	<b>(115,782)</b>	(115,782)	0.00%	
	<b>(1,667,215)</b>	<b>(179,831)</b>	<b>(295,613)</b>	<b>(115,782)</b>	(64.38%)	
<b>Amount attributable to financing activities</b>	<b>15,912,340</b>	<b>85,169</b>	<b>(30,613)</b>	<b>(115,782)</b>	(135.94%)	
<b>MOVEMENT IN SURPLUS OR DEFICIT</b>						
<b>Surplus or deficit at the start of the financial year</b>	2(a) 2,571,320	2,571,320	<b>3,788,070</b>	1,216,750	47.32%	▲
Amount attributable to operating activities	579,030	3,510,782	<b>4,413,186</b>	902,404	25.70%	▲
Amount attributable to investing activities	(19,062,690)	(8,725,693)	<b>115,683</b>	8,841,376	101.33%	▲
Amount attributable to financing activities	15,912,340	85,169	<b>(30,613)</b>	(115,782)	(135.94%)	▼
<b>Surplus or deficit after imposition of general rates</b>	<b>0</b>	<b>(2,558,422)</b>	<b>8,286,326</b>	<b>10,844,748</b>	423.88%	▲

**KEY INFORMATION**

- ▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data outside the adopted materiality threshold.
  - ▼ Indicates a variance with a negative impact on the financial position.
  - ▲ Indicates a variance that is a timing matter and no long term impact on the financial position
  - ▲ Indicates a variance with a positive 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 NARROGIN**  
**STATEMENT OF FINANCIAL POSITION**  
**FOR THE PERIOD ENDED 31 DECEMBER 2025**

	Actual 30 June 2025	Actual as at 31 December 2025
	\$	\$
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	10,143,989	14,725,648
Trade and other receivables	898,372	2,252,725
Inventories	16,342	42,596
<b>TOTAL CURRENT ASSETS</b>	<b>11,058,703</b>	<b>17,020,969</b>
<b>NON-CURRENT ASSETS</b>		
Trade and other receivables	228,055	228,055
Other financial assets	119,609	119,609
Property, plant and equipment	69,865,070	71,408,447
Infrastructure	90,588,609	90,406,274
Right-of-use assets	21,421	21,421
<b>TOTAL NON-CURRENT ASSETS</b>	<b>160,822,764</b>	<b>162,183,806</b>
<b>TOTAL ASSETS</b>	<b>171,881,467</b>	<b>179,204,775</b>
<b>CURRENT LIABILITIES</b>		
Trade and other payables	723,117	906,997
Capital grant/contributions liabilities	1,047,245	2,212,058
Lease liabilities	22,330	(9,370)
Borrowings	298,990	150,859
Employee related provisions	777,072	777,072
<b>TOTAL CURRENT LIABILITIES</b>	<b>2,868,754</b>	<b>4,037,616</b>
<b>NON-CURRENT LIABILITIES</b>		
Lease liabilities	11,055	11,055
Borrowings	2,383,866	2,648,866
Employee related provisions	216,522	216,522
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>2,611,443</b>	<b>2,876,443</b>
<b>TOTAL LIABILITIES</b>	<b>5,480,197</b>	<b>6,914,059</b>
<b>NET ASSETS</b>	<b>166,401,270</b>	<b>172,290,716</b>
<b>EQUITY</b>		
Retained surplus	54,411,035	60,184,699
Reserve accounts	5,007,326	5,123,108
Revaluation surplus	106,982,909	106,982,909
<b>TOTAL EQUITY</b>	<b>166,401,270</b>	<b>172,290,716</b>

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

**SHIRE OF NARROGIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 DECEMBER 2025**

**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 January 2026

**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 POLICIES**

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
- Measurement of employee benefits
- Estimation uncertainties and judgements made in relation to lease accounting

**SHIRE OF NARROGIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 DECEMBER 2025**

**2 NET CURRENT ASSETS INFORMATION**

**(a) Net current assets used in the Statement of Financial Activity**

**Current assets**

Cash and cash equivalents  
Trade and other receivables  
Other financial assets  
Inventories

**Less: current liabilities**

Trade and other payables  
Other liabilities  
Lease liabilities  
Borrowings  
Employee related provisions  
Other provisions

Net current assets

Less: Total adjustments to net current assets

**Closing funding surplus / (deficit)**

Note	Amended Budget Opening	Actual as at	Actual as at
	1 July 2025	30 June 2025	31 December 2025
	\$	\$	\$
	9,981,002	10,143,989	14,725,648
	766,589	898,372	2,252,725
	124,756	0	0
	37,072	16,342	42,596
	10,909,419	11,058,703	17,020,969
	(395,313)	(723,117)	(906,997)
	(2,121,830)	(1,047,245)	(2,212,058)
	(22,330)	(22,330)	9,370
	(671,135)	(298,990)	(150,859)
	(813,630)	(777,072)	(777,072)
		0	(8,871)
	(4,024,238)	(2,868,754)	(4,046,487)
	6,885,181	8,189,949	12,974,482
2(b)	(4,313,861)	(4,401,879)	(4,688,156)
	<b>2,571,320</b>	<b>3,788,070</b>	<b>8,286,326</b>

**(b) Current assets and liabilities excluded from budgeted deficiency**

**Adjustments to net current assets**

Less: Reserve accounts  
Less: Current assets not expected to be received at end of year  
Add: Current liabilities not expected to be cleared at the end of the year  
- Current portion of lease liabilities  
- Current portion of borrowings  
- Current portion of employee benefit provisions held in reserve

**Total adjustments to net current assets**

	(5,007,326)	(5,007,326)	(5,123,108)
	0	(119,609)	(119,609)
	22,330	22,330	(9,370)
	671,135	298,990	150,859
	0	403,736	413,072
2(a)	<b>(4,313,861)</b>	<b>(4,401,879)</b>	<b>(4,688,156)</b>

**(c) Non-cash amounts excluded from operating activities**

**Adjustments to operating activities**

Less: Profit on asset disposals  
Add: Loss on asset disposals  
Add: Depreciation

**Total non-cash amounts excluded from operating activities**

Amended Budget Estimates	YTD Budget Estimates	YTD Actual
30 June 2026	31 December 2025	31 December 2025
\$	\$	\$
(100,000)	(50,000)	(4,365)
91,400	45,700	18,975
4,632,150	2,316,084	2,423,407
<b>4,623,550</b>	<b>2,311,784</b>	<b>2,438,017</b>

**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.

**SHIRE OF NARROGIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 DECEMBER 2025**

**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 material variance adopted by Council for the 2025-26 year is \$15,000 and 10.00% whichever is the greater.

Description	Var. \$	Var. %	
	\$	%	
<b>Revenue from operating activities</b>			
<b>Grants, subsidies and contributions</b>	670,346	49.39%	▲
<i>CHCP grants paid in advance. (timing)</i>			
<b>Interest revenue</b>	94,624	45.28%	▲
<i>Maximising of term deposits early in year. (Timing)</i>			
<b>Other revenue</b>	(45,723)	(16.56%)	▼
<i>Rates debt collection income lower due to debt collection yet to commence. Other Tourism revenue yet to be received (timing)</i>			
<b>Profit on asset disposals</b>	(45,635)	(91.27%)	▼
<i>Profit on asset disposals lower than anticipated (Timing)</i>			
<b>Expenditure from operating activities</b>			
<b>Utility charges</b>	267,508	40.86%	▲
<i>Costs lower than anticipated - to be included in budget review</i>			
<b>Other expenditure</b>	71,287	35.94%	▲
<i>Costs lower than anticipated. (Timing)</i>			
<b>Loss on asset disposals</b>	26,725	58.48%	▲
<i>Loss on asset disposals lower than anticipated (Timing)</i>			
<b>Inflows from investing activities</b>			
<b>Proceeds from capital grants, subsidies and contributions</b>	2,207,178	129.17%	▲
<i>See Note 13 for details</i>			
<b>Proceeds from disposal of assets</b>	81,423	90.47%	▲
<i>See Note 5 for details</i>			
<b>Outflows from investing activities</b>			
<b>Acquisition of property, plant and equipment</b>	5,521,049	65.25%	▲
<i>See Note 4 for details</i>			
<b>Acquisition of infrastructure</b>	1,031,727	50.02%	▲
<i>See Note 4 for details</i>			
<b>Surplus or deficit at the start of the financial year</b>	1,216,750	47.32%	▲
<i>Confirmed after Audit.</i>			
<b>Surplus or deficit after imposition of general rates</b>	10,844,748	423.88%	▲
<i>YTD - will fluctuate during year.</i>			

**SHIRE OF NARROGIN**  
**SUPPLEMENTARY INFORMATION**

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14	Budget amendments	16
15	Investments	17

**BASIS OF PREPARATION - SUPPLEMENTARY INFORMATION**

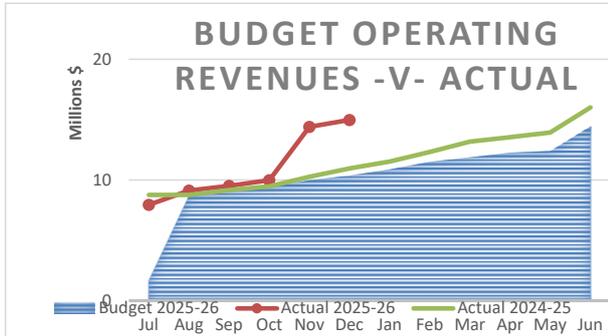
Supplementary information is presented for information purposes. The information does not comply with the disclosure requirements of the Australian Accounting Standards.

**SHIRE OF NARROGIN  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 DECEMBER 2025**

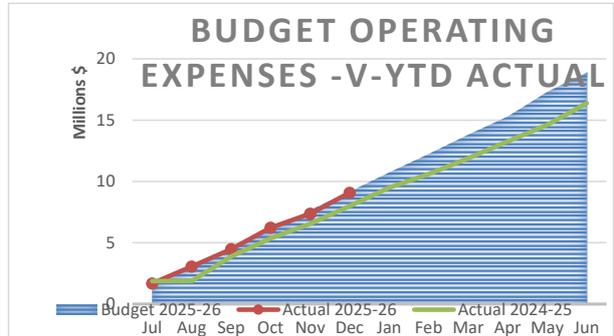
**1 KEY INFORMATION - GRAPHICAL**

**OPERATING ACTIVITIES**

**OPERATING REVENUE**

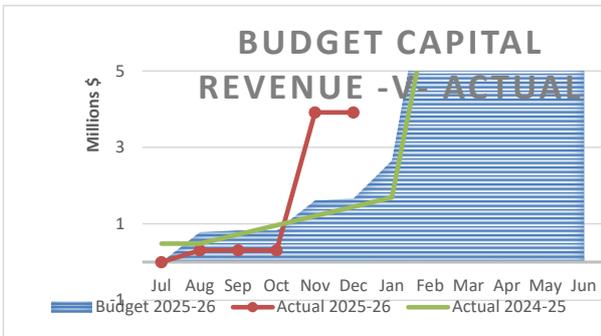


**OPERATING EXPENSES**

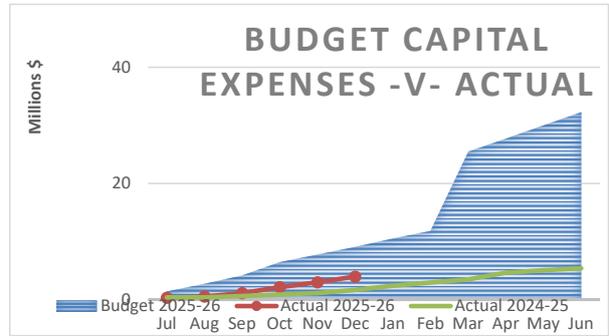


**INVESTING ACTIVITIES**

**CAPITAL REVENUE**

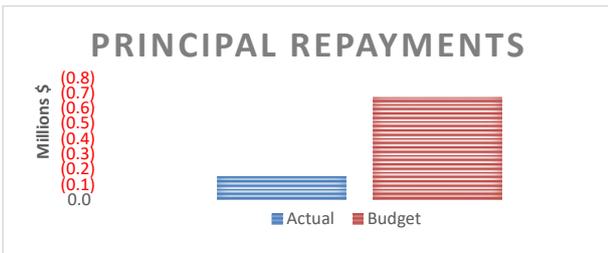


**CAPITAL EXPENSES**

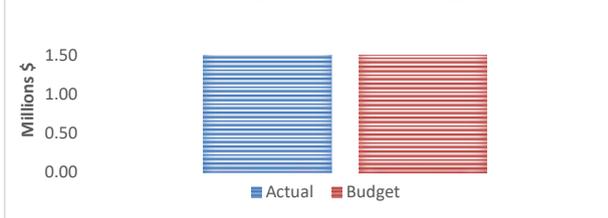


**FINANCING ACTIVITIES**

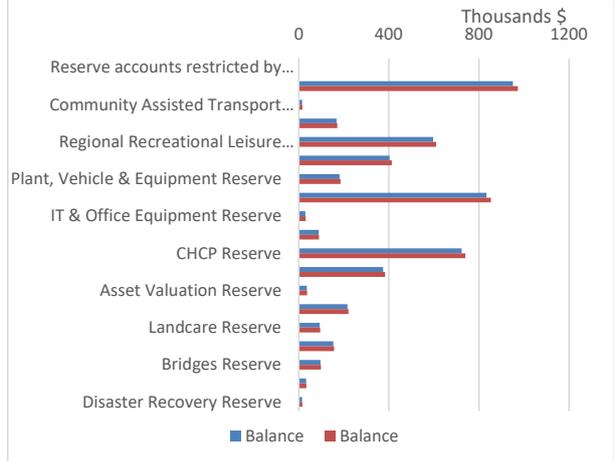
**BORROWINGS**



**PRINCIPAL OUTSTANDING**



**RESERVES**



**SHIRE OF NARROGIN  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 DECEMBER 2025**

**2 CASH AND FINANCIAL ASSETS AT AMORTISED COST**

Description	Classification	Reserve			Trust	Institution	Interest Rate	Maturity Date
		Unrestricted	Accounts	Total				
		\$	\$	\$	\$			
Cash at Bank	Cash and cash equivalents	2,040,373	0	2,040,373		NAB	0.20%	At call
Term Deposit - Muni	Cash and cash equivalents	782,957	0	782,957		NAB	4.15%	30/01/2026
Term Deposit - Muni	Cash and cash equivalents	779,209	0	779,209		CBA	3.81%	30/01/2026
Term Deposit - Muni	Cash and cash equivalents	1,500,000	0	1,500,000		CBA	3.81%	2/01/2026
Term Deposit - Muni	Cash and cash equivalents	1,500,000	0	1,500,000		CBA	3.81%	19/01/2026
Term Deposit - Reserves	Cash and cash equivalents	0	2,503,663	0		WPC	4.07%	4/01/2026
Term Deposit - Reserves	Cash and cash equivalents	0	2,503,663	0		NAB	4.15%	5/01/2026
Cash at Bank - Reserves	Cash and cash equivalents	0	115,782	0		NAB	0.20%	At call
<b>Total</b>		<b>9,602,540</b>	<b>5,123,108</b>	<b>14,725,648</b>	<b>0</b>			
<b>Comprising</b>								
Cash and cash equivalents		9,602,540	5,123,108	14,725,648	0			
		<b>9,602,540</b>	<b>5,123,108</b>	<b>14,725,648</b>	<b>0</b>			

**KEY INFORMATION**

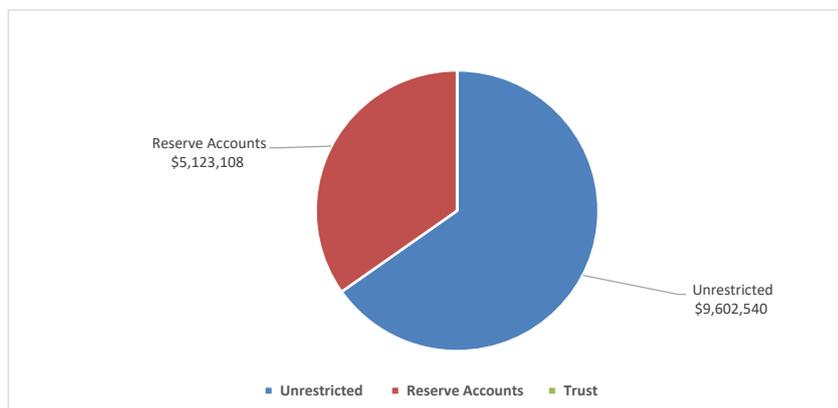
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of 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 7 - Other assets.



**SHIRE OF NARROGIN**  
**SUPPLEMENTARY INFORMATION**  
**FOR THE PERIOD ENDED 31 DECEMBER 2025**

**3 RESERVE ACCOUNTS**

Reserve account name	Budget				Actual			
	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Reserve accounts restricted by Council</b>								
Refuse Reserve	951,455	94,165	(85,000)	960,620	951,455	22,000	0	973,455
Community Assisted Transport (CAT) Vehicle Reserve	15,258	5,790	(15,000)	6,048	15,258	353	0	15,611
Building Reserve	167,636	8,665	0	176,301	167,636	3,876	0	171,512
Regional Recreational Leisure Centre Reserve	596,596	80,830	(150,000)	527,426	596,596	13,795	0	610,391
Employee Entitlement Reserve	403,736	20,870	0	424,606	403,736	9,336	0	413,072
Plant, Vehicle & Equipment Reserve	181,280	529,370	(445,500)	265,150	181,280	4,192	0	185,472
Economic Development Reserve	833,597	43,075	(697,000)	179,672	833,597	19,275	0	852,872
IT & Office Equipment Reserve	29,558	1,525	0	31,083	29,558	683	0	30,241
Tourism & Area Promotion Reserve	88,061	4,550	0	92,611	88,061	2,036	0	90,097
CHCP Reserve	723,623	37,390	(300,130)	460,883	723,623	16,732	0	740,355
Road Works Reserve	375,098	19,380	0	394,478	375,098	8,673	0	383,771
Asset Valuation Reserve	35,651	1,840	0	37,491	35,651	824	0	36,475
CHSP Reserve	215,904	11,155	(227,030)	29	215,904	4,992	0	220,896
Landcare Reserve	92,541	4,780	(5,000)	92,321	92,541	2,140	0	94,681
Narrogin Airport Reserve	153,602	32,935	0	186,537	153,602	3,551	0	157,153
Bridges Reserve	95,980	44,960	(31,700)	109,240	95,980	2,219	0	98,199
Water Reuse Scheme Reserve	32,750	16,690	0	49,440	32,750	758	0	33,508
Disaster Recovery Reserve	15,000	15,780	0	30,780	15,000	347	0	15,347
	<b>5,007,326</b>	<b>973,750</b>	<b>(1,956,360)</b>	<b>4,024,716</b>	<b>5,007,326</b>	<b>115,782</b>	<b>0</b>	<b>5,123,108</b>

4 CAPITAL ACQUISITIONS

Capital acquisitions	Amended		YTD Actual	YTD Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Land	200,000	0	0	0
Buildings - specialised	26,783,550	6,921,244	2,099,218	(4,822,027)
Furniture and equipment	315,955	258,245	106,305	(151,940)
Plant and equipment	2,109,600	1,257,266	731,600	(525,666)
Artwork & sculptures	50,000	24,996	3,580	(21,416)
<b>Acquisition of property, plant and equipment</b>	<b>29,459,105</b>	<b>8,461,751</b>	<b>2,940,702</b>	<b>(5,521,049)</b>
Infrastructure - roads	2,843,225	1,495,229	972,659	(522,570)
Infrastructure - footpaths	183,010	91,488	9,290	(82,198)
Infrastructure - drainage	10,000	4,998	5,643	645
Infrastructure - Parks, oval & other	530,150	127,490	43,386	(84,104)
Infrastructure - Bridges	687,000	343,500	0	(343,500)
<b>Acquisition of infrastructure</b>	<b>4,253,385</b>	<b>2,062,705</b>	<b>1,030,978</b>	<b>(1,031,727)</b>
<b>Total capital acquisitions</b>	<b>33,712,490</b>	<b>10,524,456</b>	<b>3,971,681</b>	<b>(6,552,775)</b>
<b>Capital Acquisitions Funded By:</b>				
Capital grants and contributions	14,212,800	1,708,763	3,915,941	2,207,178
Borrowings	15,623,195	265,000	265,000	0
Other (disposals & C/Fwd)	437,000	90,000	171,423	81,423
Reserve accounts				
Refuse Reserve	85,000	0	0	0
Community Assisted Transport (CAT) Vehicle Reserve	15,000	0	0	0
Regional Recreational Leisure Centre Reserve	150,000	0	0	0
Plant, Vehicle & Equipment Reserve	445,500	0	0	0
Economic Development Reserve	697,000	0	0	0
CHCP Reserve	300,130	0	0	0
CHSP Reserve	227,030	0	0	0
Landcare Reserve	5,000	0	0	0
Bridges Reserve	31,700	0	0	0
Contribution - operations	1,483,135	8,460,693	(380,683)	(8,841,376)
<b>Capital funding total</b>	<b>33,712,490</b>	<b>10,524,456</b>	<b>3,971,681</b>	<b>(6,552,775)</b>

**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.

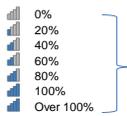
**Reportable Value**

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.

4 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

Capital expenditure total - Level of completion indicators  
 Level of completion indicators

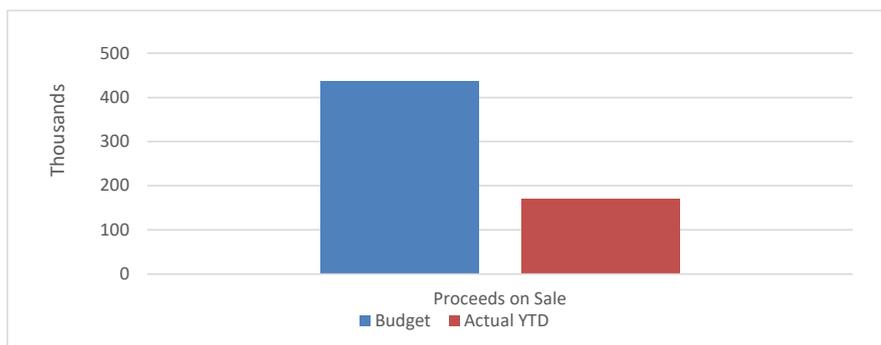


Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

	Account Description	Amended		Variance	
		Budget	YTD Budget	YTD Actual	(Under)/Over
		\$	\$	\$	\$
	4090255 Land - Capital	200,000	0	0	0
	BC265 Ses Training / Meeting Room	54,725	27,360	0	27,360
	BC280 Ses & Bfb Joint Facilities	3,087,000	0	0	0
	BC312 Housing Project - Capital	12,500,000	155,000	208,302	(53,302)
	BC274 Recycling Shed (Tip Shop) - Capital	50,000	24,996	0	24,996
	BC132 Smith St Public Toilets (Coles Carpark) Capital	6,000	0	3,000	(3,000)
	BC152 John Higgins Community Complex Building Capital	7,000	3,498	0	3,498
	BC181 Town Hall Upgrade - Capital	81,110	40,554	0	40,554
	BC300 Town Hall Improvements - Reverse Cycle A/C For Mayors Parlour - (Buildings) - Capital	10,000	10,000	4,787	5,213
	BC301 Town Hall Improvements - Main Switchboard Upgrade - (Buildings) - Capital	250,000	124,998	0	124,998
	BC302 Town Hall Improvements - Rigging Upgrade - (Buildings) - Capital	150,000	75,000	3,267	71,733
	BC160 Nrtc Building (Capital)	2,805,000	1,402,500	36,831	1,365,669
	BC296 Nrtc Energy Efficiency & Upgrade Project - Capital	1,070,715	535,356	2,365	532,991
	BC298 Nrtc - 24/7 Gym Access - (Buildings) - Capital	45,000	45,000	25,548	19,452
	BC310 Nrtc - Ceiling Fan To Court - Capital	25,000	25,000	29,576	(4,576)
	BC299 Hawks Football Pavilion - (Buildings) - Capital	4,000,000	1,999,998	0	1,999,998
	BC201 Museum Building (Capital)-Museum Restoration As Per Conservation Report	110,000	54,996	92,004	(37,008)
	BC236 Caravan Park Accommodation Units - Capital	1,500,000	1,500,000	956,846	543,154
	BC308 27 Egerton St Acquisition - Capital	265,000	265,000	266,797	(1,797)
	LB031 Furnival Street Acquisition - Capital	264,000	264,000	188,493	75,507
	BC278 Good Shed Roof And Wall Restoration - Capital	50,000	24,996	74,430	(49,434)
	BC304 45 Federal Street Renovations - (Buildings) - Capital	20,000	9,996	0	9,996
	BC306 Façade Refurbishments (Shire Owned Buildings) - (Buildings) - Capital	30,000	15,000	32,960	(17,960)
	BC309 29 Egerton Street - Rsl Building - Capital	233,000	233,000	22,277	210,723
	BC260 Admin Office Building - Capital	140,000	69,996	0	69,996
	BC307 Administration Office - Repair Cracks In Walls - (Buildings) - Capital	30,000	15,000	13,267	1,733
	FE041 Nrtc - Additional Cctv - (F&E) - Capital	15,000	7,500	0	7,500
	FE042 Nrtc - Foyer A/C - (F&E) - Capital	23,000	11,496	25,823	(14,327)
	FE043 Nrtc - Replace Change Room Seats - (F&E) - Capital	13,900	6,948	12,900	(5,952)
	FE044 Library - Interactive Panel - (F&E) - Capital	6,000	3,000	5,969	(2,969)
	FE109 Portable Library Shelving	12,500	6,246	11,875	(5,629)
	FE045 Pc'S/Laptops (Windows 11 Compatible) - (F&E) - Capital	15,000	7,500	2,300	5,200
	FE046 Records Management - (F&E) - Capital	30,000	15,000	0	15,000
	PA981 Drone (Ranger) - Capital	5,000	2,496	0	2,496
	PA982 Utility (Cesm) - Capital	60,000	60,000	56,620	3,380
	PA950 Acquisition Of Incident Control Vehicle	881,900	440,946	0	440,946
	PA951 Acquisition Of General Rescue Utility	110,200	55,098	0	55,098
	PA8163 Utility - Senior Ranger - Capital	45,000	22,500	65,700	(43,200)
	FE037 Additional Public Cctv Camera'S - Installation	100,000	49,998	0	49,998
	PA11 Replacement Homecare Minibus - Capital	90,000	45,000	0	45,000
	PA14 Replacement Cats Vehicle - Capital	35,000	17,496	30,260	(12,764)
	PA100 Utility (Construction) - Capital	35,000	17,496	33,441	(15,945)
	PA18 Utility (Turf Curator Parks) - Capital	35,000	0	0	0
	PA52 Trailer 6X4 (Works) - Capital	2,500	1,248	0	1,248
	PA66 Ride-On-Mower (Parks) - Capital	10,000	4,998	11,563	(6,565)
	PA74 Utility (Building Maint) - Capital	45,000	22,500	0	22,500
	PA980 Wheel Loader - Capital	380,000	380,000	327,000	53,000
	PE021 Mower Ride-On John Deere Jd130 (Caravan Park)	10,000	4,998	10,339	(5,341)
	PA6 Building Surveyor Vehicle - Capital	30,000	15,000	36,509	(21,509)
	PA12 Ceo Vehicle - (P&E) - Capital	70,000	34,998	0	34,998
	PA13 Emccs Vehicle - (P&E) - Capital	55,000	27,498	50,909	(23,411)
	PA15 Emtrs Vehicle - (P&E) - Capital	55,000	27,498	60,996	(33,498)
	PA16 Emdrs Vehicle - (P&E) - Capital	55,000	27,498	0	27,498
	PE064 Fertilizer Spreader - (P&E) - Capital	0	0	6,091	(6,091)
	PE084 NRLC - Upgrades (Pool, glazing) - (P&E) - Capital	0	0	42,171	(42,171)
	IR135 Argus Street Widening - Capital	27,605	13,800	9,482	4,318
	IR212 Narrogin Valley Road - Renewal (Rural) - Capital	358,365	179,190	74,577	104,613
	R2R001 Fortune Street - Renewal (Local) (R2R) - Capital	17,705	8,850	0	8,850
	R2R010 Furnival Street - Renewal (Local) (R2R) - Capital	7,920	3,960	0	3,960
	R2R019 Harris St Reseal 0.0 To 0.16 - Capital	7,395	3,696	0	3,696
	R2R025 Havelock Street - Renewal (Local) (R2R) - Capital	295,000	147,498	151,038	(3,540)
	R2R030 Fairway Street - Renewal (Local) (R2R) - Capital	16,335	8,166	0	8,166
	R2R068 James St Reseal 0.0 To 0.17 (R2R) - Capital	8,415	4,206	0	4,206
	R2R083 Halo St Reseal 0.0 To 0.1 (R2R) - Capital	3,960	1,980	0	1,980
	R2R084 Hive St Reseal 0.0 To 0.15 (R2R) - Capital	4,015	2,004	0	2,004
	R2R098 Dowsett St Reseal - 0.00 To 0.09 (R2R) - Capital	3,130	1,560	0	1,560
	R2R122 Harbour St Reseal 0.0 To 0.05 (R2R) - Capital	3,930	1,962	0	1,962
	R2R128 Lydeker Way Reseal 0.0 To 0.41 (R2R) - Capital	16,910	8,454	0	8,454
	R2R162 Pioneer Drive Sliplane (R2R) - Capital	165,745	82,878	0	82,878
	R2R202 Congelin Road - Silk 0.0 To 1.5 (R2R) - Capital	63,000	31,500	0	31,500
	R2R207 Wagin-Wickepin Road - Renewal (Rural) (R2R) - Capital	91,350	45,672	0	45,672
	R2R217 Cooramining Rd Resheet 2.8 To 12.2 (R2R) - Capital	198,875	99,438	0	99,438
	R2R220 Contine Rd Resheet 5.15 To 7.75 (R2R) - Capital	107,115	53,556	0	53,556
	R2R221 Narrakine Road South - Renewal (Rural) (R2R) - Capital	52,510	26,256	0	26,256
	R2R331 Narrogin-Harrismith Road - Renewal (Local) (R2R) - Capital	105,950	52,974	0	52,974
	RRG047 Clayton Road - Renewal (Local) (Rrg) - Capital	740,750	370,380	260,089	110,291
	RRG331 Narrogin-Harrismith Road - Renewal (Local) (Rrg) - Capital	400,000	200,004	324,977	(124,973)
	FP010 Narrogin Railway Precinct Pathway - (Footpaths) - Capital	65,000	32,496	0	32,496
	IB9250 Led Lighting Upgrade To Footbridge - Capital	20,000	9,996	9,290	706
	IF011 Footpath Construction Falcon St (Glyde To Johnston) - Capital	27,000	13,500	0	13,500
	IF018 Footpath Construction Narrakine Rd (Clayton To Elliot) - Capital	35,000	17,496	0	17,496
	IF019 Footpath Construction Grey St ( Hansard To Homer) - Capital	17,010	8,502	0	8,502
	IF024 Footpath Construction Homer St (Grey To Butler) - Capital	19,000	9,498	0	9,498
	DR010 Stormwater Diversion To Railway Dam - (Inf Oth) - Capital	10,000	4,998	5,643	(645)
	IO037 Boundary Fencing Bannister Reserve	32,250	21,500	14,363	7,137
	IO035 Dog Pound Improvements (Fencing, Hard Stand Area & Cameras) - (Inf Oth) - Capital	12,000	6,000	0	6,000
	IO071 Dog Park - Gnarroin Park - (Inf Oth) - Capital	30,000	15,000	17,019	(2,019)
	IO188 Liquid Waste Ponds - Capital	35,000	17,496	0	17,496
	IO026 Cemetery Upgrade	18,000	9,000	0	9,000
	IO201 Alby Park - Flag Poles X 3 - (Inf Oth) - Capital	10,000	4,998	84	4,914
	IO202 Thomas Hogg Oval - Light Pole Structure Upgrade - (Inf Oth) - Capital	10,000	4,998	1,921	3,078
	IO203 Alby Park Soundshell - (Inf Oth) - Capital	75,000	37,500	0	37,500
	IO204 Gnarroin Park - Lighting Upgrade - (Inf Oth) - Capital	12,000	6,000	10,000	(4,000)
	IO138 Narrogin Speedway Lighting Upgrade Project - Capital	285,900	0	0	0
	IO113 Public Art Strategy - Implementation	50,000	24,996	3,580	21,416
	IO209 Administration Office - Shade Structure At Rear Over Table - (Buildings) - Capital	10,000	4,998	0	4,998
	IB204 Tanwonga Rd Bridge 4551	687,000	343,500	0	343,500
	LRCI251 LRCI - Clayton Road - Capital	147,245	147,245	147,245	0
	R2R350 Narrogin Valley Road	0	0	406	(406)
	IR221 Narrakine Road South	0	0	778	(778)
	IR339 Narrogin Valley Road	0	0	1,035	(1,035)
	BC040 Child Care Centre	0	0	815	(815)
				0	0
	BC311 Housing Project - 49 Clayton Road	0	0	123,091	(123,091)
	BC314 Housing Project - Felspar St	0	0	14,563	(14,563)
	FE047 Caravan Park Accommodation Units - Fit out	200,555	200,555	47,437	153,118
		<b>33,712,490</b>	<b>10,524,456</b>	<b>3,971,681</b>	<b>6,552,775</b>

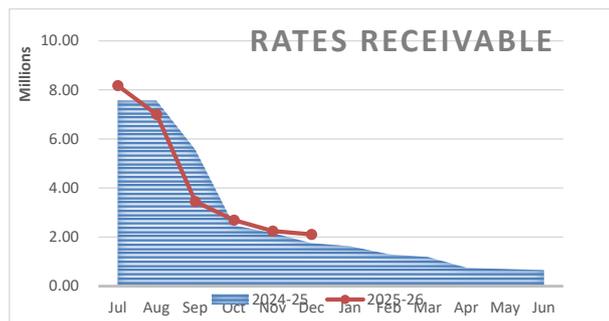
5 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book		Profit	(Loss)	Net Book		Profit	(Loss)
		Value	Proceeds			Value	Proceeds		
\$	\$	\$	\$	\$	\$	\$	\$		
<b>Plant and equipment</b>									
	Plant & Equipment	428,400	437,000	100,000	(91,400)	0	0	0	0
	Toyota Kluger			0	0	45,298	40,000	0	(5,298)
	Isuzu MUX			0	0	44,562	40,000	0	(4,562)
	JD Mower			0	0	8,294	4,150	0	(4,144)
	Toyota Hilux			0	0	47,146	49,091	1,945	0
	Toyota Corolla			0	0	14,853	17,273	2,420	0
	CATS Vehicle			0	0	25,880	20,909	0	(4,971)
		<b>428,400</b>	<b>437,000</b>	<b>100,000</b>	<b>(91,400)</b>	<b>186,033</b>	<b>171,423</b>	<b>4,365</b>	<b>(18,975)</b>



6 RECEIVABLES

Rates receivable	30 Jun 2025	31 Dec 2025
	\$	\$
Opening arrears previous year	513,250	646,736
Levied this year	7,392,801	7,780,098
Less - collections to date	(7,259,315)	(6,316,496)
Gross rates collectable	<b>646,736</b>	<b>2,110,338</b>
Allowance for impairment of rates receivable	(200,000)	(208,594)
<b>Net rates collectable</b>	<b>446,736</b>	<b>1,901,744</b>
% Collected	91.8%	75.0%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general (incl Pensioner Claims)	(4,910)	151,555	126,221	3,885	74,230	350,981
Percentage	(1.4%)	43.2%	36.0%	1.1%	21.1%	
<b>Balance per trial balance</b>						
Trade receivables	(4,910)	143,322	126,221	3,885	74,230	342,748
Pensioner Claims - Pending	0	8,233	0	0	0	8,233
<b>Total receivables general outstanding</b>						<b>350,981</b>

Amounts shown above include GST (where applicable)

KEY INFORMATION

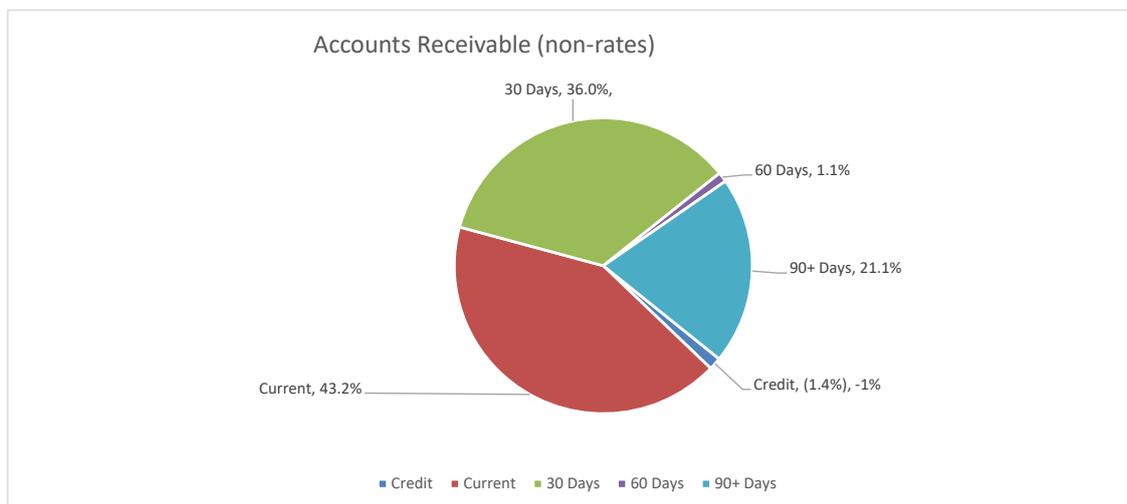
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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.



7 OTHER CURRENT ASSETS

	Opening Balance 1 July 2025	Asset Increase	Asset Reduction	Closing Balance 31 December 2025
	\$	\$	\$	\$
<b>Other current assets</b>				
<b>Inventory</b>				
Fuel	16,342	26,254	0	42,596
<b>Total other current assets</b>	<b>16,342</b>	<b>26,254</b>	<b>0</b>	<b>42,596</b>
<b>Amounts shown above include GST (where applicable)</b>				

KEY INFORMATION

**Inventory**

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

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

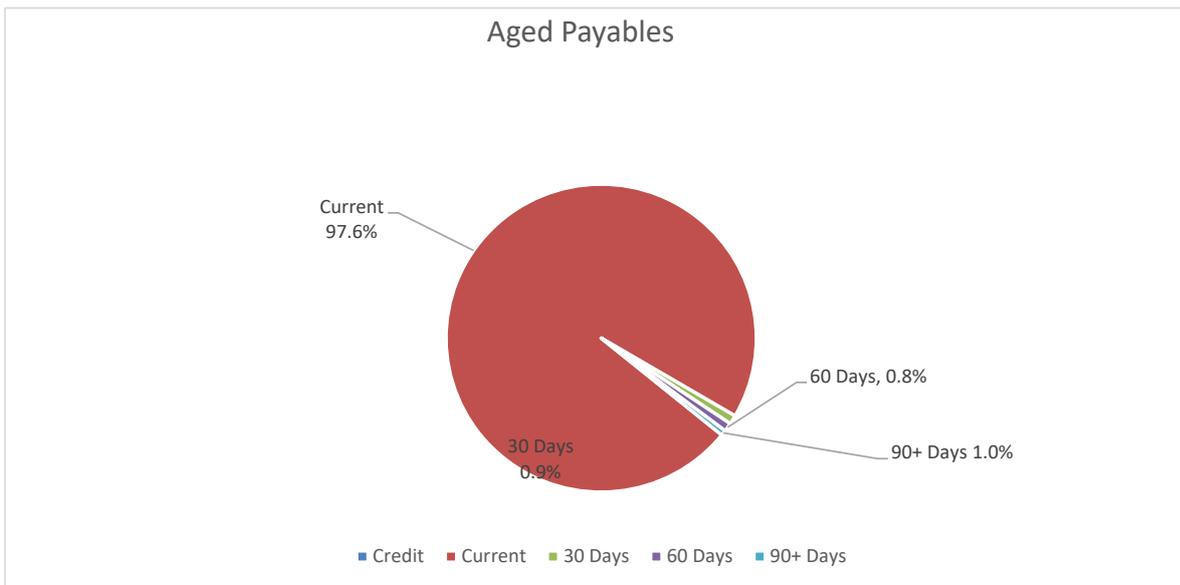
8 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	679,623	6,565	6,338	3,843	696,369
Percentage	0.0%	97.6%	0.9%	0.9%	0.6%	
<b>Balance per trial balance</b>						
Sundry creditors	0	679,623	6,565	6,338	3,843	696,369
Accrued salaries and wages	0	(31,723)	0	0	0	(31,723)
Other payables	0	134,015	0	0	0	134,015
Rates paid in advance	0	0	0	0	89,281	89,281
Bonds & deposits	0	0	0	0	19,055	19,055
<b>Total payables general outstanding</b>						<b>906,997</b>

Amounts shown above include GST (where applicable)

KEY INFORMATION

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



## 9 BORROWINGS

### Repayments - borrowings

Information on borrowings Particulars	Loan No.	New Loans			Principal Repayments		Principal Outstanding		Interest Repayments	
		1 July 2025	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Industrial Land	127	45,437	0	0	(7,160)	(14,480)	38,277	30,957	(990)	(2,285)
Administration Building	128	50,601	0	0	(25,132)	(50,600)	25,469	1	(565)	(1,525)
Accommodation Units	129	148,534	0	0	(17,917)	(36,015)	130,617	112,519	(1,229)	(3,965)
TWIS Distribution Pipeline	130	111,147	0	0	(8,894)	(17,850)	102,253	93,297	(790)	(2,400)
Staff Housing	132	451,809	0	0	(8,724)	(17,660)	443,085	434,149	(10,848)	(24,805)
Accommodation Units	133	375,328	0	0	(19,734)	(39,915)	355,594	335,413	(8,387)	(19,255)
NRLC Energy Efficiency	NEW	0	0	1,937,860	0	0	0	1,937,860	0	0
Caravan Park Units	134	1,500,000	0	1,500,000	(60,570)	(122,465)	1,439,430	2,877,535	(30,170)	(74,060)
Housing Project	NEW	0	0	7,500,000	0	(105,235)	0	7,394,765	0	(206,250)
Hawks Football Pavilion	NEW	0	0	1,333,335	0	0	0	1,333,335	0	0
27 Egerton Street purchase	NEW	0	265,000	265,000	0	(24,000)	265,000	241,000	0	(5,300)
		<u>2,682,856</u>	<u>265,000</u>	<u>12,536,195</u>	<u>(148,131)</u>	<u>(428,220)</u>	<u>2,799,725</u>	<u>14,790,831</u>	<u>(52,979)</u>	<u>(339,845)</u>
<b>Self supporting loans</b>										
SES & BFB Facilities		0	0	3,087,000	0	(242,915)	0	2,844,085	0	(151,265)
		0	0	3,087,000	0	(242,915)	0	2,844,085	0	(151,265)
<b>Total</b>		<u>2,682,856</u>	<u>265,000</u>	<u>15,623,195</u>	<u>(148,131)</u>	<u>(671,135)</u>	<u>2,799,725</u>	<u>17,634,916</u>	<u>(52,979)</u>	<u>(491,110)</u>
Current borrowings		298,990					150,859			
Non-current borrowings		<u>2,383,866</u>					<u>2,648,866</u>			
		<u>2,682,856</u>					<u>2,799,725</u>			

All debenture repayments were financed by general purpose revenue.

Self supporting loans are financed by repayments from third parties.

### New borrowings 2025-26

Particulars	Amount Borrowed	Amount Borrowed	Institution	Loan Type	Term Years	Total Interest & Charges	Interest Rate	Amount (Used)		Balance
	Actual	Budget				& Charges		Actual	Budget	Unspent
	\$	\$				\$	%	\$	\$	\$
NRLC Energy Efficiency	0	1,937,860	WATC	Debenture	10	0	4.90	0	1,937,860	0
Caravan Park Units	0	1,500,000	WATC	Debenture	10	74,060	4.38	0	1,500,000	0
Housing Project	0	7,500,000	WATC	Debenture	20	206,250	4.90	0	7,500,000	0
Hawks Football Pavilion	0	1,333,335	WATC	Debenture	10	0	4.90	0	1,333,335	0
27 Egerton Street purchase	265,000	265,000	WATC	Debenture	10	5,300	4.90	0	265,000	0
SES & BFB Facilities	0	3,087,000	WATC	Debenture	10	151,265	4.90	0	3,087,000	0
	<u>265,000</u>	<u>15,623,195</u>				<u>436,875</u>		<u>0</u>	<u>15,623,195</u>	<u>0</u>

### 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.

10 LEASE LIABILITIES

Movement in carrying amounts

Information on leases Particulars	Lease No.	1 July 2025	New Leases		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	
8 Parry Court, Narrogin	2	3,765	0	0	(9,880)	(3,765)	(6,115)	0	0	(20)
68 Williams Road, Narrogin	3	29,620	0	0	(8,320)	(18,565)	21,300	11,055	0	(250)
14 McCormic Way, Narrogin	4	0	0	0	(13,500)	0	(13,500)	0	0	0
<b>Total</b>		<b>33,385</b>	<b>0</b>	<b>0</b>	<b>(31,700)</b>	<b>(22,330)</b>	<b>1,685</b>	<b>11,055</b>	<b>0</b>	<b>(270)</b>
Current lease liabilities		22,330					-9,370			
Non-current lease liabilities		11,055					11,055			
		<b>33,385</b>					<b>1,685</b>			

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 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.

## 11 OTHER CURRENT LIABILITIES

Other current liabilities	Note	Opening Balance 1 July 2025	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 1 December 202
		\$	\$	\$	\$	\$
<b>Other liabilities</b>						
Capital grant/contributions liabilities		1,047,245	0	1,556,813	(392,000)	2,212,058
<b>Total other liabilities</b>		1,047,245	0	1,556,813	(392,000)	2,212,058
<b>Employee Related Provisions</b>						
Provision for annual leave		423,338	0	0	0	423,338
Provision for long service leave		353,734	0	0	0	353,734
<b>Total Provisions</b>		777,072	0	0	0	777,072
<b>Total other current liabilities</b>		1,824,317	0	1,556,813	(392,000)	2,989,130

Amounts shown above include GST (where applicable)

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

### 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.

12 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and		
	Liability 1 July 2025	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Dec 2025	Current Liability 31 Dec 2025	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Grants and subsidies</b>								
GENGRANT - Financial Assistance Grant - General	0	0	0	0	0	1,070,000	210,000	421,003
GENGRANT - Financial Assistance Grant - Roads	0	0	0	0	0	570,000	107,250	214,516
ESL - SES Subsidy (Operating) Grant	0	0	0	0	0	15,530	7,764	0
ESL - Bush Fires Subsidy (Operating) Grant	0	0	0	0	0	67,280	33,640	40,121
ESL - SES/BFB Self Supporting Loan - Interest Incorr	0	0	0	0	0	151,265	0	0
LIB - Grant - Regional Library Services .	0	0	0	0	0	4,500	4,500	6,220
OTHCUL - Grants - Other Culture	0	0	0	0	0	50,000	25,002	13,000
ROADM - Direct Road Grant (MRWA)	0	0	0	0	0	240,100	240,100	240,100
ROADM - Street Lighting Subsidy	0	0	0	0	0	18,110	9,054	0
TOUR - Grants	0	0	0	0	0	1,000	500	0
CHCP - Recurrent Grant Funding	0	0	0	0	0	724,500	362,238	768,732
CHSP - Recurrent Grant Funding	0	0	0	0	0	570,400	285,198	301,966
WELFARE - Grants	0	0	0	0	0	0	0	2,247
REC - Grants - Kids Sports	0	0	0	0	0	0	0	3,085
WELFARE - Developmental Disability Council grant	0	0	0	0	0	0	0	4,000
	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,482,685</b>	<b>1,285,246</b>	<b>2,014,990</b>
<b>Contributions</b>								
CESM - Contributions & Reimbursements	0	0	0	0	0	137,965	68,982	0
CHSP - Contributions & Donations	0	0	0	0	0	100	48	5
REC - Contributions & Donations	0	0	0	0	0	3,110	1,554	0
LIB - Contributions & Donations	0	0	0	0	0	500	252	10,540
ADMIN - Contributions & Donations	0	0	0	0	0	2,500	1,248	0
OTHCUL - Contributions & Donations - Other Culture	0	0	0	0	0	0	0	2,141
	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>144,175</b>	<b>72,084</b>	<b>12,686</b>
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,626,860</b>	<b>1,357,330</b>	<b>2,027,676</b>

13 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities				Capital grants, subsidies and			
	Liability 1 July 2025	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Dec 2025	Current Liability 31 Dec 2025	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Capital grants and subsidies</b>								
ESL - Bush Fires Capital Grant	0	0	0	0	0	54,725	0	0
NRLC - Grants	0	160,608	0	160,608	160,608	1,937,860	0	41,191
ROADC - Regional Road Group Grants (MRWA)	0	0	0	0	0	760,500	608,400	304,201
ROADC - Roads to Recovery Grant	0	1,168,156	0	1,168,156	1,168,156	1,169,235	584,618	0
SES Capital Grant	0	0	0	0	0	992,100	0	0
OLOPS - Crime Prevention Grant	0	0	0	0	0	75,000	0	0
Housing Project Grant - CAPITAL INCOME	0	0	0	0	0	5,000,000	0	3,570,549
HALLS - Grants and Contributions	0	0	0	0	0	200,000	0	0
REC - Capital Grants (DLGSCI/CSRFF)	0	0	0	0	0	1,428,635	0	0
Public Art Strategy Grant - CAPITAL INCOME	0	0	0	0	0	25,000	0	0
ROADC - Capital Contributions	0	0	0	0	0	197,245	172,245	0
ROADC - Capital Grants( Bridges) WALGCG& \$ MRWA-AFP	0	0	0	0	0	687,000	343,500	0
LRCIP - Good Shed	50,000	0	0	50,000	50,000	0	0	0
LRCIP - Library	147,245	0	0	147,245	147,245	0	0	0
Bridge Grants	735,500	0	(392,000)	343,500	343,500	0	0	0
LRCI	0	228,049	0	228,049	0	0	0	0
	<b>932,745</b>	<b>1,556,813</b>	<b>(392,000)</b>	<b>2,097,558</b>	<b>1,869,509</b>	<b>12,527,300</b>	<b>1,708,763</b>	<b>3,915,941</b>
<b>Capital contributions</b>								
REC - Contribution and Donations	0	0	0	0	0	1,428,635	0	0
ESL - Self-Supporting Loan Principal Income	0	0	0	0	0	256,865	0	0
	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,685,500</b>	<b>0</b>	<b>0</b>
<b>TOTALS</b>	<b>932,745</b>	<b>1,556,813</b>	<b>(392,000)</b>	<b>2,097,558</b>	<b>1,869,509</b>	<b>14,212,800</b>	<b>1,708,763</b>	<b>3,915,941</b>

**SHIRE OF NARROGIN  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 DECEMBER 2025**

**14 BUDGET AMENDMENTS**

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

	Description	Council Resolution	Classification	Non Cash Adjustment \$	Increase in Available Cash \$	Decrease in Available Cash \$	Amended Budget Running Balance \$
<b>GL/Job</b>	<b>Budget adoption</b>						0
3050102	Bush Fire Mitigation Activity Grant	27-Aug	Operating expenses		0	(109,710)	(109,710)
2050192	Bush Fire Management Plan	27-Aug	Operating revenue		109,710	0	0
2050420	Natural Disaster Relief	27-Aug	Operating expenses		15,000	0	15,000
2110800	Indigenous Cultural Events	27-Aug	Operating expenses		0	(12,000)	3,000
2110801	Australia Day	27-Aug	Operating expenses		0	(20,000)	(17,000)
2110821	Event/Festival	27-Aug	Operating expenses		27,000	0	10,000
BC236	Caravan Park Accomodation Units	27-Aug	Capital expenses		0	(1,500,000)	(1,490,000)
FE047	Caravan Park Accomodation Units Fit out	27-Aug	Capital expenses		200,000		(1,290,000)
5130255	Caravan Park Loan	27-Aug	Capital revenue		1,500,000	0	210,000
3130203	Tourism Grants	27-Aug	Capital revenue		0	(200,000)	10,000
MONOB01	Monopoly Project	27-Aug	Operating revenue		0	(100,000)	(90,000)
3130204	Monopoly Project	27-Aug	Operating revenue		85,000	0	(5,000)
LB031	Acquisition of Furnival St	27-Aug	Capital expenses		0	(132,000)	(137,000)
4140851	Purchase of Fuels & Oils	27-Aug	Capital expenses		0	(250,000)	(387,000)
4140852	Less Fuels allocated	27-Aug	Capital revenue		250,000	0	(137,000)
5110601	Transfer from Reserves	27-Aug	Capital revenue		5,000	0	(132,000)
5130650	Transfer from Reserves	27-Aug	Capital revenue		132,000	0	0
IO080B	Sewerage Realignment	17-Dec	Capital expenses		147,245		147,245
5110560	LIB - Capital Grant - LRCIP	17-Dec	Capital revenue			(147,245)	0
LRCI251	Clayton Road Reseal	17-Dec	Capital expenses			(147,245)	(147,245)
5120165	ROADC - Capital Contributions	46,008	Capital revenue		147,245		0
					<b>2,618,200</b>	<b>(2,618,200)</b>	<b>0</b>



**Schedule of Investments**  
as at 31/12/2025

Investment of funds - Municipal Account								
Bank	Deposit number	Lodgement Date	Date of Maturity		Amount Deposited	Interest Rate	Estimated interest earned	TOTAL INVESTED
NAB		1/12/2025	2/01/2026		\$1,500,000.00	3.20%	\$0.00	<b>\$7,562,166.73</b>
NAB		31/12/2025	30/01/2026		\$782,957.32	4.15%	\$0.00	
NAB		18/12/2025	19/01/2026		\$1,500,000.00	3.30%	\$0.00	
CBA		31/12/2025	30/01/2026		\$779,209.41	3.81%	\$0.00	
CBA		2/12/2025	2/01/2026		\$1,500,000.00	3.81%	\$0.00	
CBA		18/12/2025	19/01/2026		\$1,500,000.00	3.81%	\$0.00	
Total Invested					\$7,562,166.73			

Investment of funds - Reserve Account								
Bank	Deposit number	Lodgement Date	Date of Maturity		Amount Deposited	Interest Rate	Estimated interest earned	TOTAL INVESTED
Westpac	28-7910	4/07/2025	4/01/2026		\$2,503,663.44	4.07%	\$51,368.32	<b>\$5,007,326.44</b>
NAB	10-9066503	4/07/2025	5/01/2026		\$2,503,663.00	4.15%	\$52,661.64	
Total Invested					\$5,007,326.44		\$104,029.96	

Investment Summary - Excluding at call deposits			
<b>Municipal Account</b>		<b>%</b>	<b>TOTAL INVESTED</b>
NAB		50%	\$3,782,957.32
CBA		50%	\$3,779,209.41
		<b>100.00%</b>	<b>\$7,562,166.73</b>
<b>Reserve Account</b>		<b>%</b>	<b>TOTAL INVESTED</b>
NAB		50%	\$2,503,663.00
Westpac		50%	\$2,503,663.44
		<b>100.00%</b>	<b>\$5,007,326.44</b>



## SHIRE OF NARROGIN

### MONTHLY FINANCIAL REPORT

(Containing the required statement of financial activity and statement of financial position)  
For the period ended 31 January 2026

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

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Note 3      Explanation of variances	6

**SHIRE OF NARROGIN**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

	Amended Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b) \$	Variance* % ((c) - (b))/(b) %	Var.
<b>OPERATING ACTIVITIES</b>						
<b>Revenue from operating activities</b>						
General rates	6,335,145	6,335,145	<b>6,333,551</b>	(1,594)	(0.03%)	
Rates excluding general rates	12,080	7,042	<b>16,273</b>	9,231	131.08%	
Grants, subsidies and contributions	3,626,860	1,501,040	<b>2,193,200</b>	692,160	46.11%	▲
Fees and charges	3,629,340	2,548,524	<b>2,278,848</b>	(269,676)	(10.58%)	▼
Interest revenue	645,850	215,367	<b>334,001</b>	118,634	55.08%	▲
Other revenue	535,820	411,001	<b>334,279</b>	(76,722)	(18.67%)	▼
Profit on asset disposals	100,000	75,000	<b>4,365</b>	(70,635)	(94.18%)	▼
	<b>14,885,095</b>	<b>11,093,119</b>	<b>11,494,517</b>	<b>401,398</b>	3.62%	
<b>Expenditure from operating activities</b>						
Employee costs	(7,455,910)	(4,327,869)	<b>(4,224,102)</b>	103,767	2.40%	
Materials and contracts	(4,169,005)	(2,363,346)	<b>(2,301,476)</b>	61,870	2.62%	
Utility charges	(1,309,760)	(805,419)	<b>(435,114)</b>	370,305	45.98%	▲
Depreciation	(4,632,150)	(2,702,098)	<b>(2,837,091)</b>	(134,993)	(5.00%)	
Finance costs	(491,380)	(66,947)	<b>(62,508)</b>	4,439	6.63%	
Insurance	(382,870)	(376,870)	<b>(381,407)</b>	(4,537)	(1.20%)	
Other expenditure	(397,140)	(233,506)	<b>(133,365)</b>	100,141	42.89%	▲
Loss on asset disposals	(91,400)	(45,700)	<b>(19,418)</b>	26,282	57.51%	▲
	<b>(18,929,615)</b>	<b>(10,921,755)</b>	<b>(10,394,481)</b>	<b>527,274</b>	4.83%	
Non cash amounts excluded from operating activities	2(c) 4,623,550	2,672,798	<b>2,852,144</b>	179,346	6.71%	
<b>Amount attributable to operating activities</b>	<b>579,030</b>	<b>2,844,162</b>	<b>3,952,180</b>	<b>1,108,018</b>	38.96%	
<b>INVESTING ACTIVITIES</b>						
<b>Inflows from investing activities</b>						
Proceeds from capital grants, subsidies and contributions	14,212,800	2,700,863	<b>3,915,941</b>	1,215,078	44.99%	▲
Proceeds from disposal of assets	437,000	90,000	<b>191,423</b>	101,423	112.69%	▲
Proceeds from financial assets at amortised cost - self supporting loans	3,329,915	0	<b>0</b>	0	0.00%	
	<b>17,979,715</b>	<b>2,790,863</b>	<b>4,107,364</b>	<b>1,316,501</b>	47.17%	
<b>Outflows from investing activities</b>						
Acquisition of property, plant and equipment	(29,459,105)	(9,551,779)	<b>(3,263,418)</b>	6,288,361	65.83%	▲
Acquisition of infrastructure	(4,253,385)	(2,484,415)	<b>(1,399,503)</b>	1,084,912	43.67%	▲
Payments for financial assets at amortised cost - self supporting loans	(3,329,915)	0	<b>0</b>	0	0.00%	
	<b>(37,042,405)</b>	<b>(12,036,194)</b>	<b>(4,662,922)</b>	<b>7,373,272</b>	61.26%	
<b>Amount attributable to investing activities</b>	<b>(19,062,690)</b>	<b>(9,245,331)</b>	<b>(555,558)</b>	<b>8,689,773</b>	93.99%	
<b>FINANCING ACTIVITIES</b>						
<b>Inflows from financing activities</b>						
Proceeds from new borrowings	15,623,195	265,000	<b>265,000</b>	0	0.00%	
Transfer from reserves	1,956,360	0	<b>0</b>	0	0.00%	
	<b>17,579,555</b>	<b>265,000</b>	<b>265,000</b>	<b>0</b>	0.00%	
<b>Outflows from financing activities</b>						
Payments for principal portion of lease liabilities	(22,330)	(36,887)	<b>(36,887)</b>	0	0.00%	
Repayment of borrowings	(671,135)	(148,131)	<b>(148,131)</b>	0	0.00%	
Transfer to reserves	(973,750)	0	<b>(115,782)</b>	(115,782)	0.00%	
	<b>(1,667,215)</b>	<b>(185,018)</b>	<b>(300,800)</b>	<b>(115,782)</b>	(62.58%)	
<b>Amount attributable to financing activities</b>	<b>15,912,340</b>	<b>79,982</b>	<b>(35,800)</b>	<b>(115,782)</b>	(144.76%)	
<b>MOVEMENT IN SURPLUS OR DEFICIT</b>						
<b>Surplus or deficit at the start of the financial year</b>	2(a) 2,571,320	2,571,320	<b>3,788,070</b>	1,216,750	47.32%	▲
Amount attributable to operating activities	579,030	2,844,162	<b>3,952,180</b>	1,108,018	38.96%	▲
Amount attributable to investing activities	(19,062,690)	(9,245,331)	<b>(555,558)</b>	8,689,773	93.99%	▲
Amount attributable to financing activities	15,912,340	79,982	<b>(35,800)</b>	(115,782)	(144.76%)	▼
<b>Surplus or deficit after imposition of general rates</b>	<b>0</b>	<b>(3,749,867)</b>	<b>7,148,893</b>	<b>10,898,759</b>	290.64%	▲

**KEY INFORMATION**

- ▲ Indicates a variance with a positive impact on the financial position.
  - ▼ Indicates a variance with a negative impact on the financial position.
  - ▲ Indicates a variance that is a timing matter and no long term 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 NARROGIN**  
**STATEMENT OF FINANCIAL POSITION**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

	Actual 30 June 2025	Actual as at 31 January 2026
	\$	\$
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	10,143,989	14,563,938
Trade and other receivables	898,372	1,676,843
Inventories	16,342	50,188
<b>TOTAL CURRENT ASSETS</b>	<b>11,058,703</b>	<b>16,290,969</b>
<b>NON-CURRENT ASSETS</b>		
Trade and other receivables	228,055	228,055
Other financial assets	119,609	119,609
Property, plant and equipment	69,865,070	71,500,737
Infrastructure	90,588,609	90,571,784
Right-of-use assets	21,421	21,421
<b>TOTAL NON-CURRENT ASSETS</b>	<b>160,822,764</b>	<b>162,441,606</b>
<b>TOTAL ASSETS</b>	<b>171,881,467</b>	<b>178,732,575</b>
<b>CURRENT LIABILITIES</b>		
Trade and other payables	723,117	1,082,451
Capital grant/contributions liabilities	1,047,245	2,443,058
Lease liabilities	22,330	(14,556)
Borrowings	298,990	150,859
Employee related provisions	777,072	777,072
<b>TOTAL CURRENT LIABILITIES</b>	<b>2,868,754</b>	<b>4,438,884</b>
<b>NON-CURRENT LIABILITIES</b>		
Lease liabilities	11,055	11,055
Borrowings	2,383,866	2,648,866
Employee related provisions	216,522	216,522
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>2,611,443</b>	<b>2,876,443</b>
<b>TOTAL LIABILITIES</b>	<b>5,480,197</b>	<b>7,315,327</b>
<b>NET ASSETS</b>	<b>166,401,270</b>	<b>171,417,248</b>
<b>EQUITY</b>		
Retained surplus	54,411,035	59,311,231
Reserve accounts	5,007,326	5,123,108
Revaluation surplus	106,982,909	106,982,909
<b>TOTAL EQUITY</b>	<b>166,401,270</b>	<b>171,417,248</b>

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

**SHIRE OF NARROGIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

**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 15 February 2026

**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 POLICIES**

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
- Measurement of employee benefits
- Estimation uncertainties and judgements made in relation to lease accounting

**SHIRE OF NARROGIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

**2 NET CURRENT ASSETS INFORMATION**

**(a) Net current assets used in the Statement of Financial Activity**

**Current assets**

Cash and cash equivalents  
Trade and other receivables  
Other financial assets  
Inventories

Note	Amended Budget Opening	Actual as at	Actual as at
	1 July 2025	30 June 2025	31 January 2026
	\$	\$	\$
	9,981,002	10,143,989	14,563,938
	766,589	898,372	1,676,843
	124,756	0	0
	37,072	16,342	50,188
	10,909,419	11,058,703	16,290,969

**Less: current liabilities**

Trade and other payables  
Other liabilities  
Lease liabilities  
Borrowings  
Employee related provisions

	(395,313)	(723,117)	(1,082,451)
	(2,121,830)	(1,047,245)	(2,443,058)
	(22,330)	(22,330)	14,556
	(671,135)	(298,990)	(150,859)
	(813,630)	(777,072)	(777,072)
	(4,024,238)	(2,868,754)	(4,438,884)

Net current assets

6,885,181 8,189,949 11,852,085

Less: Total adjustments to net current assets

2(b) (4,313,861) (4,401,879) (4,703,192)

**Closing funding surplus / (deficit)**

**2,571,320 3,788,070 7,148,893**

**(b) Current assets and liabilities excluded from budgeted deficiency**

**Adjustments to net current assets**

Less: Reserve accounts  
Less: Current assets not expected to be received at end of year  
Add: Current liabilities not expected to be cleared at the end of the year  
- Current portion of lease liabilities  
- Current portion of borrowings  
- Current portion of employee benefit provisions held in reserve  
- Current portion of rounding adjustment

	(5,007,326)	(5,007,326)	(5,123,108)
	0	(119,609)	(119,609)
	22,330	22,330	(14,556)
	671,135	298,990	150,859
	0	403,736	413,072
	0	0	(9,850)

**Total adjustments to net current assets**

2(a) **(4,313,861) (4,401,879) (4,703,192)**

Amended Budget Estimates	YTD Budget Estimates	YTD Actual
30 June 2026	31 January 2026	31 January 2026
\$	\$	\$

**(c) Non-cash amounts excluded from operating activities**

**Adjustments to operating activities**

Less: Profit on asset disposals  
Add: Loss on asset disposals  
Add: Depreciation

	(100,000)	(75,000)	(4,365)
	91,400	45,700	19,418
	4,632,150	2,702,098	2,837,091

**Total non-cash amounts excluded from operating activities**

**4,623,550 2,672,798 2,852,144**

**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.

**SHIRE OF NARROGIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

**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 material variance adopted by Council for the 2025-26 year is \$15,000 and 10.00% whichever is the greater.

Description	Var. \$	Var. %	
	\$	%	
<b>Revenue from operating activities</b>			
<b>Grants, subsidies and contributions</b>	692,160	46.11%	▲
<i>CHCP grants paid in advance. (timing)</i>			
<b>Fees and charges</b>	(269,676)	(10.58%)	▼
<i>Rental/lease income on housing project not yet realised. TWIS charges not yet realised. NRLC Membership fees lower than expected. (timing)</i>			
<b>Interest revenue</b>	118,634	55.08%	▲
<i>Maximising of term deposits early in year. (Timing)</i>			
<b>Other revenue</b>	(76,722)	(18.67%)	▼
<i>Rates debt collection income lower due to debt collection yet to commence. Other Tourism revenue yet to be received (timing)</i>			
<b>Profit on asset disposals</b>	(70,635)	(94.18%)	▼
<i>Profit on asset disposals lower than anticipated (Timing)</i>			
<b>Expenditure from operating activities</b>			
<b>Utility charges</b>	370,305	45.98%	▲
<i>Costs lower than anticipated - to be included in budget review</i>			
<b>Other expenditure</b>	100,141	42.89%	▲
<i>Costs lower than anticipated. (Timing)</i>			
<b>Loss on asset disposals</b>	26,282	57.51%	▲
<i>Loss on asset disposals lower than anticipated (Timing)</i>			
<b>Inflows from investing activities</b>			
<b>Proceeds from capital grants, subsidies and contributions</b>	1,215,078	44.99%	▲
<i>See Note 13 for details</i>			
<b>Proceeds from disposal of assets</b>	101,423	112.69%	▲
<i>See Note 5 for details</i>			
<b>Outflows from investing activities</b>			
<b>Acquisition of property, plant and equipment</b>	6,288,361	65.83%	▲
<i>See Note 4 for details</i>			
<b>Acquisition of infrastructure</b>	1,084,912	43.67%	▲
<i>See Note 4 for details</i>			
<b>Surplus or deficit at the start of the financial year</b>	1,216,750	47.32%	▲
<i>Confirmed after Audit.</i>			
<b>Surplus or deficit after imposition of general rates</b>	10,898,759	290.64%	▲
<i>YTD - will fluctuate during year.</i>			

**SHIRE OF NARROGIN**  
**SUPPLEMENTARY INFORMATION**

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**BASIS OF PREPARATION - SUPPLEMENTARY INFORMATION**

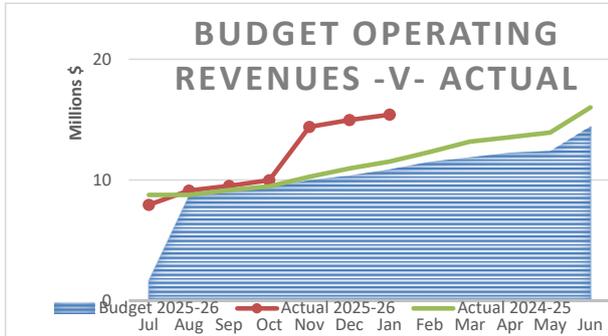
Supplementary information is presented for information purposes. The information does not comply with the disclosure requirements of the Australian Accounting Standards.

**SHIRE OF NARROGIN  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 JANUARY 2026**

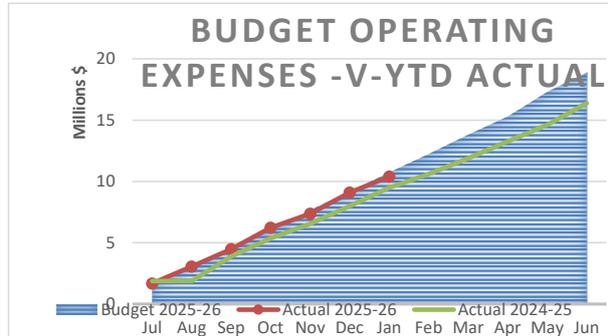
**1 KEY INFORMATION - GRAPHICAL**

**OPERATING ACTIVITIES**

**OPERATING REVENUE**

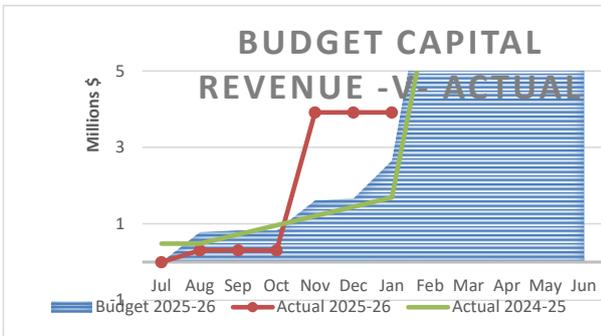


**OPERATING EXPENSES**

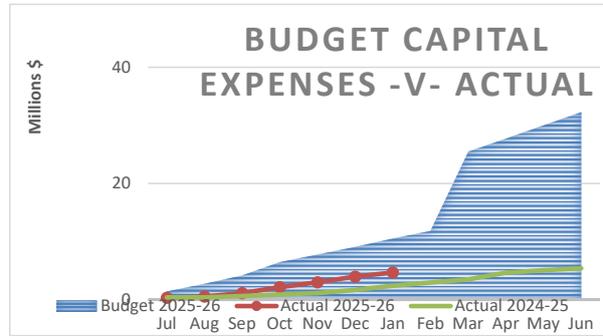


**INVESTING ACTIVITIES**

**CAPITAL REVENUE**

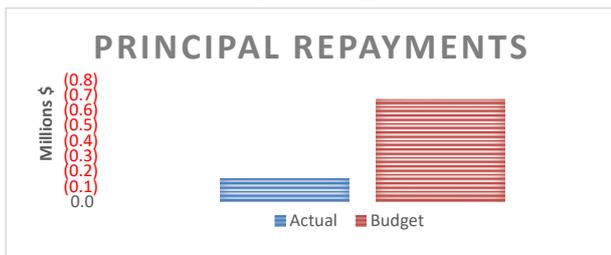


**CAPITAL EXPENSES**

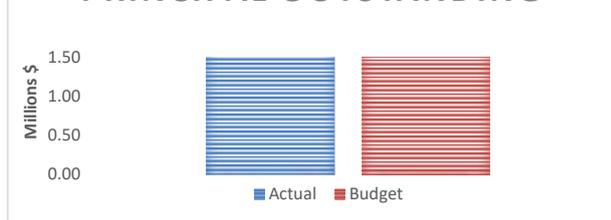


**FINANCING ACTIVITIES**

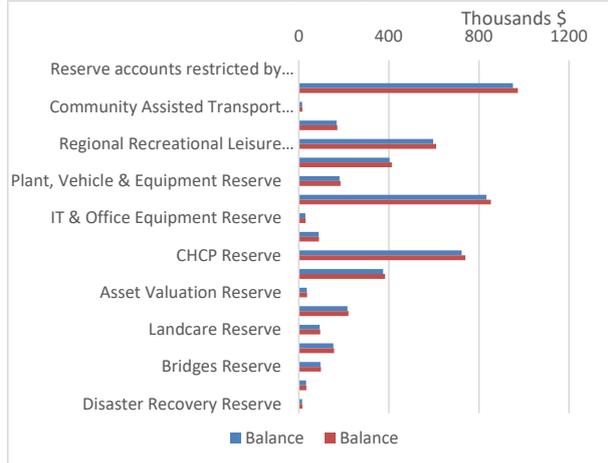
**BORROWINGS**



**PRINCIPAL OUTSTANDING**



**RESERVES**



**SHIRE OF NARROGIN  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 JANUARY 2026**

**2 CASH AND FINANCIAL ASSETS AT AMORTISED COST**

Description	Classification	Reserve			Trust	Institution	Interest Rate	Maturity Date
		Unrestricted	Accounts	Total				
		\$	\$	\$	\$			
Cash at Bank	Cash and cash equivalents	1,161,621	0	1,161,621		NAB	0.20%	At call
Term Deposit - Muni	Cash and cash equivalents	1,500,000	0	1,500,000		NAB	3.30%	19/02/2026
Term Deposit - Muni	Cash and cash equivalents	779,209	0	779,209		CBA	3.81%	30/01/2026
Term Deposit - Muni	Cash and cash equivalents	1,500,000	0	1,500,000		CBA	3.81%	2/01/2026
Term Deposit - Muni	Cash and cash equivalents	1,500,000	0	1,500,000		CBA	3.81%	19/01/2026
Term Deposit - Reserves	Cash and cash equivalents	0	2,556,326	0		NAB	4.35%	1/06/2026
Term Deposit - Reserves	Cash and cash equivalents	0	2,555,031	0		CBA	4.32%	1/06/2026
Cash at Bank - Reserves	Cash and cash equivalents	0	11,752	0		NAB	0.20%	At call
<b>Total</b>		<b>9,440,830</b>	<b>5,123,109</b>	<b>14,563,939</b>	<b>0</b>			
<b>Comprising</b>								
Cash and cash equivalents		9,440,830	5,123,109	14,563,939	0			
		<b>9,440,830</b>	<b>5,123,109</b>	<b>14,563,939</b>	<b>0</b>			

**KEY INFORMATION**

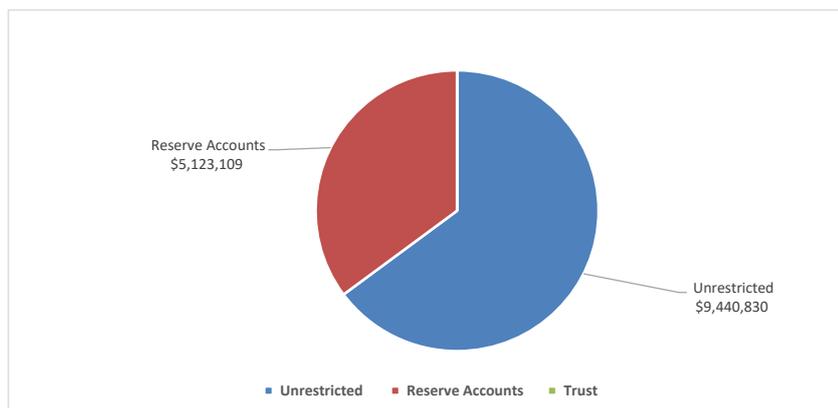
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of 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 7 - Other assets.



**SHIRE OF NARROGIN**  
**SUPPLEMENTARY INFORMATION**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

**3 RESERVE ACCOUNTS**

Reserve account name	Budget				Actual			
	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Reserve accounts restricted by Council</b>								
Refuse Reserve	951,455	94,165	(85,000)	960,620	951,455	22,000	0	973,455
Community Assisted Transport (CAT) Vehicle Reserve	15,258	5,790	(15,000)	6,048	15,258	353	0	15,611
Building Reserve	167,636	8,665	0	176,301	167,636	3,876	0	171,512
Regional Recreational Leisure Centre Reserve	596,596	80,830	(150,000)	527,426	596,596	13,795	0	610,391
Employee Entitlement Reserve	403,736	20,870	0	424,606	403,736	9,336	0	413,072
Plant, Vehicle & Equipment Reserve	181,280	529,370	(445,500)	265,150	181,280	4,192	0	185,472
Economic Development Reserve	833,597	43,075	(697,000)	179,672	833,597	19,275	0	852,872
IT & Office Equipment Reserve	29,558	1,525	0	31,083	29,558	683	0	30,241
Tourism & Area Promotion Reserve	88,061	4,550	0	92,611	88,061	2,036	0	90,097
CHCP Reserve	723,623	37,390	(300,130)	460,883	723,623	16,732	0	740,355
Road Works Reserve	375,098	19,380	0	394,478	375,098	8,673	0	383,771
Asset Valuation Reserve	35,651	1,840	0	37,491	35,651	824	0	36,475
CHSP Reserve	215,904	11,155	(227,030)	29	215,904	4,992	0	220,896
Landcare Reserve	92,541	4,780	(5,000)	92,321	92,541	2,140	0	94,681
Narrogin Airport Reserve	153,602	32,935	0	186,537	153,602	3,551	0	157,153
Bridges Reserve	95,980	44,960	(31,700)	109,240	95,980	2,219	0	98,199
Water Reuse Scheme Reserve	32,750	16,690	0	49,440	32,750	758	0	33,508
Disaster Recovery Reserve	15,000	15,780	0	30,780	15,000	347	0	15,347
	<b>5,007,326</b>	<b>973,750</b>	<b>(1,956,360)</b>	<b>4,024,716</b>	<b>5,007,326</b>	<b>115,782</b>	<b>0</b>	<b>5,123,108</b>

4 CAPITAL ACQUISITIONS

Capital acquisitions	Amended		YTD Actual	YTD Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Land	200,000	116,662	0	(116,662)
Buildings - specialised	26,783,550	7,709,618	2,264,005	(5,445,613)
Furniture and fittings	315,955	267,860	147,835	(120,025)
Plant and equipment	2,109,600	1,428,477	847,998	(580,479)
Artwork & sculptures	50,000	29,162	3,580	(25,582)
<b>Acquisition of property, plant and equipment</b>	<b>29,459,105</b>	<b>9,551,779</b>	<b>3,263,418</b>	<b>(6,288,361)</b>
Infrastructure - roads	2,843,225	1,719,893	1,331,184	(388,709)
Infrastructure - footpaths	183,010	106,736	19,290	(87,446)
Infrastructure - drainage	10,000	5,831	5,643	(188)
Infrastructure - Parks, oval & other	530,150	251,205	43,386	(207,819)
Infrastructure - Bridges	687,000	400,750	0	(400,750)
<b>Acquisition of infrastructure</b>	<b>4,253,385</b>	<b>2,484,415</b>	<b>1,399,503</b>	<b>(1,084,912)</b>
<b>Total capital acquisitions</b>	<b>33,712,490</b>	<b>12,036,194</b>	<b>4,662,922</b>	<b>(7,373,272)</b>
<b>Capital Acquisitions Funded By:</b>				
Capital grants and contributions	14,212,800	2,700,863	3,915,941	1,215,078
Borrowings	15,623,195	265,000	265,000	0
Other (disposals & C/Fwd)	437,000	90,000	191,423	101,423
Reserve accounts				
Refuse Reserve	85,000	0	0	0
Community Assisted Transport (CAT) Vehicle Reserve	15,000	0	0	0
Regional Recreational Leisure Centre Reserve	150,000	0	0	0
Plant, Vehicle & Equipment Reserve	445,500	0	0	0
Economic Development Reserve	697,000	0	0	0
CHCP Reserve	300,130	0	0	0
CHSP Reserve	227,030	0	0	0
Landcare Reserve	5,000	0	0	0
Bridges Reserve	31,700	0	0	0
Contribution - operations	1,483,135	8,980,331	290,558	(8,689,773)
<b>Capital funding total</b>	<b>33,712,490</b>	<b>12,036,194</b>	<b>4,662,922</b>	<b>(7,373,272)</b>

**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.

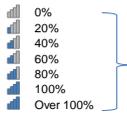
**Reportable Value**

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.

4 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

Capital expenditure total - Level of completion indicators  
 Level of completion indicators

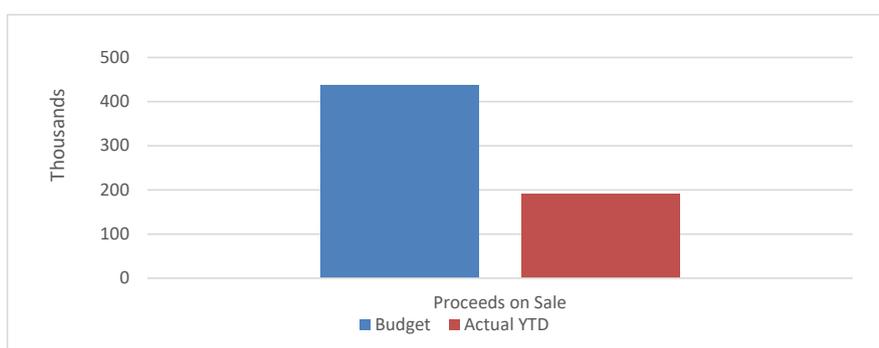


Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

	Account Description	Amended		Variance	
		Budget	YTD Budget	YTD Actual	(Under)/Over
		\$	\$	\$	\$
4090255	Land - Capital	200,000	116,662	0	116,662
BC265	Ses Training / Meeting Room	54,725	31,920	0	31,920
BC280	Ses & Bfb Joint Facilities	3,087,000	0	0	0
BC312	Housing Project - Capital	12,500,000	200,000	231,436	(31,436)
BC274	Recycling Shed (Tip Shop) - Capital	50,000	29,162	0	29,162
BC132	Smith St Public Toilets (Coles Carpark) Capital	6,000	6,000	3,000	3,000
BC152	John Higgins Community Complex Building Capital	7,000	4,081	4,910	(829)
BC181	Town Hall Upgrade - Capital	81,110	47,313	0	47,313
BC300	Town Hall Improvements - Reverse Cycle A/C For Mayors Parlour - (Buildings) - Capital	10,000	10,000	4,787	5,213
BC301	Town Hall Improvements - Main Switchboard Upgrade - (Buildings) - Capital	250,000	145,831	0	145,831
BC302	Town Hall Improvements - Rigging Upgrade - (Buildings) - Capital	150,000	87,500	17,874	89,626
BC160	Nrtc Building (Capital)	2,805,000	1,636,250	43,751	1,592,499
BC296	Nrtc Energy Efficiency & Upgrade Project - Capital	1,070,715	624,582	13,200	611,382
BC298	Nrtc - 24/7 Gym Access - (Buildings) - Capital	45,000	45,000	30,086	14,914
BC310	Nrtc - Ceiling Fan To Court - Capital	25,000	25,000	49,768	(24,768)
BC299	Hawks Football Pavilion - (Buildings) - Capital	4,000,000	2,333,331	0	2,333,331
BC201	Museum Building (Capital)-Museum Restoration As Per Conservation Report	110,000	64,162	92,004	(27,842)
BC236	Caravan Park Accommodation Units - Capital	1,500,000	1,500,000	1,019,833	480,167
BC308	27 Egerton St Acquisition - Capital	265,000	265,000	266,797	(1,797)
LB031	Furnival Street Acquisition - Capital	264,000	264,000	188,493	75,507
BC278	Good Shed Roof And Wall Restoration - Capital	50,000	29,162	74,430	(45,268)
BC304	45 Federal Street Renovations - (Buildings) - Capital	20,000	11,662	0	11,662
BC306	Facade Refurbishments (Shire Owned Buildings) - (Buildings) - Capital	30,000	17,500	32,960	(15,460)
BC309	29 Egerton Street - Rsl Building - Capital	233,000	233,000	22,277	210,723
BC260	Admin Office Building - Capital	140,000	81,662	0	81,662
BC307	Administration Office - Repair Cracks In Walls - (Buildings) - Capital	30,000	17,500	16,739	761
FE041	Nrtc - Additional Cctv - (F&E) - Capital	15,000	8,750	16,690	(7,940)
FE042	Nrtc - Foyer A/C - (F&E) - Capital	23,000	13,412	25,823	(12,411)
FE043	Nrtc - Replace Change Room Seats - (F&E) - Capital	13,900	8,106	12,900	(4,794)
FE044	Library - Interactive Panel - (F&E) - Capital	6,000	3,500	5,969	(2,469)
FE109	Portable Library Shelving	12,500	7,287	11,875	(4,588)
FE045	Pc'S/Laptops (Windows 11 Compatible) - (F&E) - Capital	15,000	8,750	2,300	6,450
FE046	Records Management - (F&E) - Capital	30,000	17,500	0	17,500
PA981	Drone (Ranger) - Capital	5,000	2,912	0	2,912
PA982	Utility (Cesm) - Capital	60,000	60,000	56,620	3,380
PA950	Acquisition Of Incident Control Vehicle	881,900	514,437	0	514,437
PA951	Acquisition Of General Rescue Utility	110,200	64,281	0	64,281
PA8163	Utility - Senior Ranger - Capital	45,000	26,250	65,700	(39,450)
FE037	Additional Public Cctv Camera'S - Installation	100,000	58,331	0	58,331
PA11	Replacement Homecare Minibus - Capital	90,000	52,500	0	52,500
PA14	Replacement Cats Vehicle - Capital	35,000	20,412	30,260	(9,848)
PA100	Utility (Construction) - Capital	35,000	20,412	33,441	(13,029)
PA18	Utility (Turf Curator Parks) - Capital	35,000	35,000	0	35,000
PA52	Trailer 6X4 (Works) - Capital	2,500	1,456	0	1,456
PA66	Ride-On-Mower (Parks) - Capital	10,000	5,831	11,563	(5,732)
PA74	Utility (Building Maint) - Capital	45,000	26,250	39,880	(13,630)
PA980	Wheel Loader - Capital	380,000	380,000	327,000	53,000
PE021	Mower Ride-On John Deere Jd130 (Caravan Park)	10,000	5,831	10,339	(4,508)
PA6	Building Surveyor Vehicle - Capital	30,000	17,500	36,509	(19,009)
PA12	Ceo Vehicle - (P&E) - Capital	70,000	40,831	76,517	(35,686)
PA13	Emccs Vehicle - (P&E) - Capital	55,000	32,081	50,909	(18,828)
PA15	Emtrs Vehicle - (P&E) - Capital	55,000	32,081	60,996	(28,915)
PA16	Emdrs Vehicle - (P&E) - Capital	55,000	32,081	0	32,081
PE064	Fertilizer Spreader - (P&E) - Capital	0	0	6,091	(6,091)
PE084	NRLC - Upgrades (Pool, glazing) - (P&E) - Capital	0	0	42,171	(42,171)
IR135	Argus Street Widening - Capital	27,605	16,100	9,482	6,618
IR212	Narrogin Valley Road - Renewal (Rural) - Capital	358,365	209,055	111,376	97,679
R2R001	Fortune Street - Renewal (Local) (R2R) - Capital	17,705	10,325	21,660	(11,335)
R2R010	Furnival Street - Renewal (Local) (R2R) - Capital	7,920	4,620	4,982	(3,62)
R2R019	Harris St Reseal 0.0 To 0.16 - Capital	7,395	4,312	8,166	(3,854)
R2R025	Havelock Street - Renewal (Local) (R2R) - Capital	295,000	172,081	151,038	21,043
R2R030	Fairway Street - Renewal (Local) (R2R) - Capital	16,335	9,527	23,826	(14,299)
R2R068	James St Reseal 0.0 To 0.17 (R2R) - Capital	8,415	4,907	10,122	(5,215)
R2R083	Halo St Reseal 0.0 To 0.1 (R2R) - Capital	3,960	2,310	5,198	(2,888)
R2R084	Hive St Reseal 0.0 To 0.15 (R2R) - Capital	4,015	2,338	7,906	(5,568)
R2R098	Dowsett St Reseal - 0.00 To 0.09 (R2R) - Capital	3,130	1,820	3,899	(2,079)
R2R122	Harbour St Reseal 0.0 To 0.05 (R2R) - Capital	3,930	2,289	2,960	(671)
R2R128	Lydeker Way Reseal 0.0 To 0.41 (R2R) - Capital	16,910	9,863	23,682	(13,819)
R2R162	Pioneer Drive Sliplane (R2R) - Capital	165,745	96,691	0	96,691
R2R202	Congelin Road - Silk 0.0 To 1.5 (R2R) - Capital	63,000	36,750	70,632	(33,882)
R2R207	Wagin-Wickepin Road - Renewal (Rural) (R2R) - Capital	91,350	53,284	57,743	(4,459)
R2R217	Cooramining Rd Resheet 2.8 To 12.2 (R2R) - Capital	198,875	116,011	0	116,011
R2R220	Contine Rd Resheet 5.15 To 7.75 (R2R) - Capital	107,115	62,482	0	62,482
R2R221	Narrakine Road South - Renewal (Rural) (R2R) - Capital	52,510	30,632	0	30,632
R2R331	Narrogin-Harrismith Road - Renewal (Local) (R2R) - Capital	105,950	61,803	70,686	(8,883)
RRG047	Clayton Road - Renewal (Local) (Rrg) - Capital	740,750	432,110	265,932	166,178
RRG331	Narrogin-Harrismith Road - Renewal (Local) (Rrg) - Capital	400,000	233,338	329,396	(96,058)
FP010	Narrogin Railway Precinct Pathway - (Footpaths) - Capital	65,000	37,912	0	37,912
IB9250	Led Lighting Upgrade To Footbridge - Capital	20,000	11,662	9,290	2,372
IF011	Footpath Construction Falcon St (Glyde To Johnston) - Capital	27,000	15,750	0	15,750
IF018	Footpath Construction Narrakine Rd (Clayton To Elliot) - Capital	35,000	20,412	0	20,412
IF019	Footpath Construction Grey St ( Hansard To Homer) - Capital	17,010	9,919	0	9,919
IF024	Footpath Construction Homer St (Grey To Butler) - Capital	19,000	11,081	0	11,081
DR010	Stormwater Diversion To Railway Dam - (Inf Oth) - Capital	10,000	5,831	5,643	188
IO037	Boundary Fencing Bannister Reserve	32,250	32,250	14,363	17,887
IO035	Dog Pound Improvements (Fencing, Hard Stand Area & Cameras) - (Inf Oth) - Capital	12,000	7,000	0	7,000
IO071	Dog Park - Gnarojin Park - (Inf Oth) - Capital	30,000	17,500	17,019	481
IO188	Liquid Waste Ponds - Capital	35,000	20,412	0	20,412
IO026	Cemetery Upgrade	18,000	10,500	0	10,500
IO201	Alby Park - Flag Poles X 3 - (Inf Oth) - Capital	10,000	5,831	84	5,747
IO202	Thomas Hogg Oval - Light Pole Structure Upgrade - (Inf Oth) - Capital	10,000	5,831	1,921	3,911
IO203	Alby Park Soundshell - (Inf Oth) - Capital	75,000	43,750	0	43,750
IO204	Gnarojin Park - Lighting Upgrade - (Inf Oth) - Capital	12,000	7,000	10,000	(3,000)
IO138	Narrogin Speedway Lighting Upgrade Project - Capital	285,900	95,300	0	95,300
IO113	Public Art Strategy - Implementation	50,000	29,162	3,580	25,582
IO209	Administration Office - Shade Structure At Rear Over Table - (Buildings) - Capital	10,000	5,831	0	5,831
IB204	Tanwonga Rd Bridge 4551	687,000	400,750	0	400,750
LRCI251	LRCI - Clayton Road - Capital	147,245	147,245	147,245	0
RRG337	Yilliminning Road	0	0	3,033	(3,033)
IR221	Narrakine Road South	0	0	778	(778)
IR339	Narrogin Valley Road	0	0	1,035	(1,035)
BC040	Child Care Centre	0	0	815	(815)
IF059	Railway Station Footpath	0	0	10,000	(10,000)
BC311	Housing Project - 49 Clayton Road	0	0	123,091	(123,091)
BC314	Housing Project - Felspar St	0	0	27,755	(27,755)
FE047	Caravan Park Accommodation Units - Fit out	200,555	200,555	72,277	128,278
		<b>33,712,490</b>	<b>12,036,194</b>	<b>4,662,922</b>	<b>7,373,272</b>

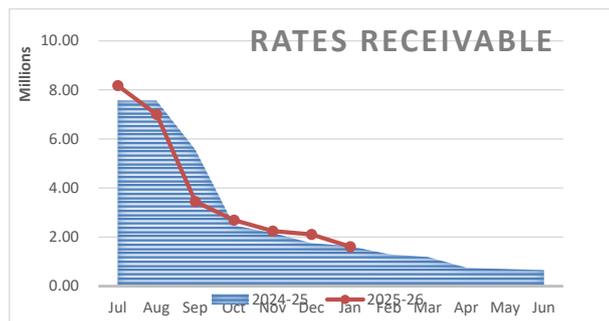
5 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book		Profit	(Loss)	Net Book		Profit	(Loss)
		Value	Proceeds			Value	Proceeds		
\$	\$	\$	\$	\$	\$	\$	\$		
	<b>Plant and equipment</b>								
	Plant & Equipment	428,400	437,000	100,000	(91,400)	0	0	0	0
	Toyota Kluger			0	0	45,298	40,000	0	(5,298)
	Isuzu MUX			0	0	44,562	40,000	0	(4,562)
	JD Mower			0	0	8,294	4,150	0	(4,144)
	Toyota Hilux			0	0	47,146	49,091	1,945	0
	Toyota Corolla			0	0	14,853	17,273	2,420	0
	CATS Vehicle			0	0	25,880	20,909	0	(4,971)
	2019 Holden Colorado			0	0	20,443	20,000	0	(443)
		<b>428,400</b>	<b>437,000</b>	<b>100,000</b>	<b>(91,400)</b>	<b>206,476</b>	<b>191,423</b>	<b>4,365</b>	<b>(19,418)</b>



6 RECEIVABLES

Rates receivable	30 June 2025	31 Jan 2026
	\$	\$
Opening arrears previous year	513,250	646,736
Levied this year	7,392,801	7,780,098
Less - collections to date	(7,259,315)	(6,817,524)
Gross rates collectable	<b>646,736</b>	<b>1,609,310</b>
Allowance for impairment of rates receivable	(200,000)	(208,594)
<b>Net rates collectable</b>	<b>446,736</b>	<b>1,400,716</b>
% Collected	91.8%	80.9%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general (incl Pensioner Claims)	(3,958)	62,695	57,551	3,962	59,523	179,773
Percentage	(2.2%)	34.9%	32.0%	2.2%	33.1%	
<b>Balance per trial balance</b>						
Trade receivables	(3,958)	53,364	57,551	3,962	59,523	170,442
Pensioner Claims - Pending	0	9,331	0	0	0	9,331
GST receivable	96,354	0	0	0	0	96,354
<b>Total receivables general outstanding</b>						<b>276,127</b>

Amounts shown above include GST (where applicable)

KEY INFORMATION

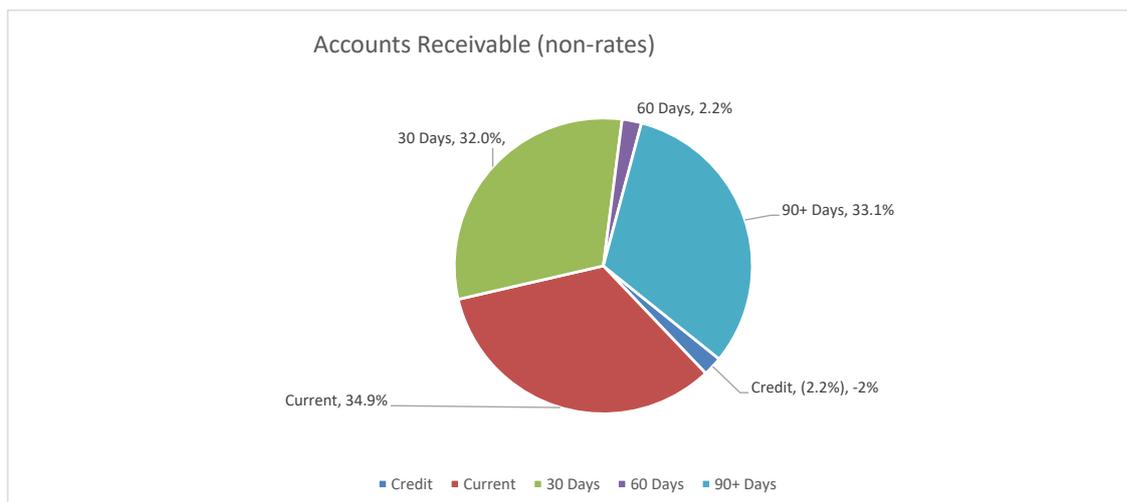
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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.



7 OTHER CURRENT ASSETS

Other current assets	Opening Balance 1 July 2025	Asset Increase	Asset Reduction	Closing Balance 31 January 2026
	\$	\$	\$	\$
<b>Inventory</b>				
Fuel	16,342	33,846	0	50,188
<b>Total other current assets</b>	<b>16,342</b>	<b>33,846</b>	<b>0</b>	<b>50,188</b>

Amounts shown above include GST (where applicable)

KEY INFORMATION

**Inventory**

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

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

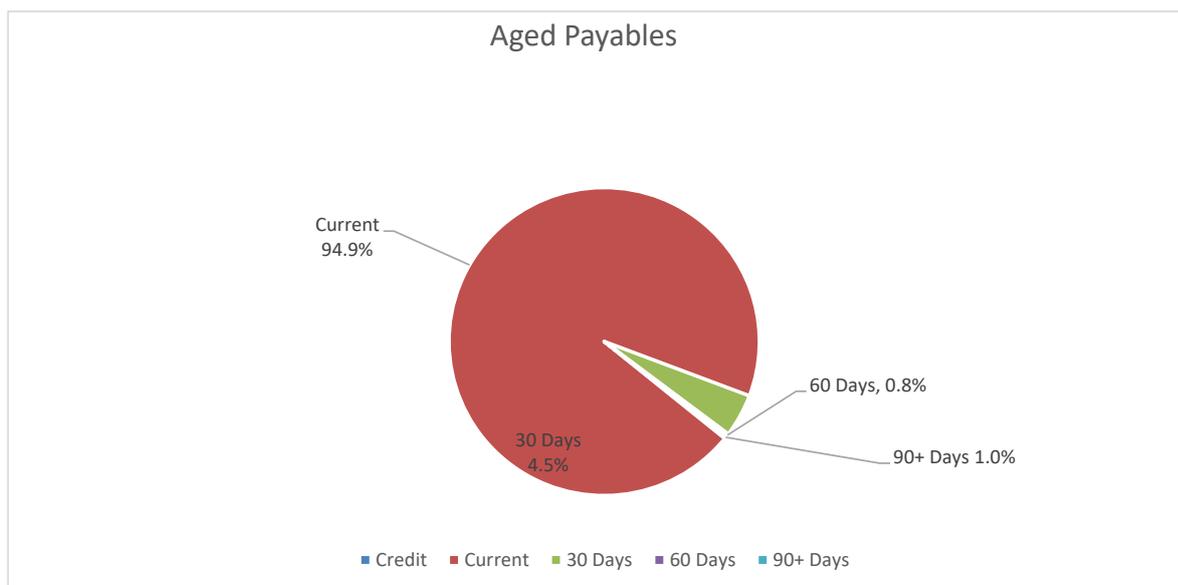
8 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	741,264	35,302	2,108	2,399	781,073
Percentage	0.0%	94.9%	4.5%	0.3%	0.3%	
<b>Balance per trial balance</b>						
Sundry creditors	0	741,264	35,302	2,108	2,399	781,073
Accrued salaries and wages	0	(31,323)	0	0	0	(31,323)
ATO liabilities	0	43,295	0	0	0	43,295
Other payables	0	130,685	0	0	0	130,685
Rates paid in advance	0	0	0	0	104,122	104,122
Bonds & deposits	0	0	0	0	54,599	54,599
<b>Total payables general outstanding</b>						<b>1,082,451</b>

Amounts shown above include GST (where applicable)

KEY INFORMATION

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



9 BORROWINGS

Repayments - borrowings

Information on borrowings Particulars	Loan No.	New Loans			Principal Repayments		Principal Outstanding		Interest Repayments	
		1 July 2025	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Industrial Land	127	45,437	0	0	(7,160)	(14,480)	38,277	30,957	(1,178)	(2,285)
Administration Building	128	50,601	0	0	(25,132)	(50,600)	25,469	1	(729)	(1,525)
Accommodation Units	129	148,534	0	0	(17,917)	(36,015)	130,617	112,519	(1,741)	(3,965)
TWIS Distribution Pipeline	130	111,147	0	0	(8,894)	(17,850)	102,253	93,297	(1,182)	(2,400)
Staff Housing	132	451,809	0	0	(8,724)	(17,660)	443,085	434,149	(12,442)	(24,805)
Accommodation Units	133	375,328	0	0	(19,734)	(39,915)	355,594	335,413	(9,711)	(19,255)
NRLC Energy Efficiency	NEW	0	0	1,937,860	0	0	0	1,937,860	0	0
Caravan Park Units	134	1,500,000	0	1,500,000	(60,570)	(122,465)	1,439,430	2,877,535	(35,444)	(74,060)
Housing Project	NEW	0	0	7,500,000	0	(105,235)	0	7,394,765	0	(206,250)
Hawks Football Pavilion	NEW	0	0	1,333,335	0	0	0	1,333,335	0	0
27 Egerton Street purchase	135	0	265,000	265,000	0	(24,000)	265,000	241,000	(81)	(5,300)
		<u>2,682,856</u>	<u>265,000</u>	<u>12,536,195</u>	<u>(148,131)</u>	<u>(428,220)</u>	<u>2,799,725</u>	<u>14,790,831</u>	<u>(62,508)</u>	<u>(339,845)</u>
<b>Self supporting loans</b>										
SES & BFB Facilities		0	0	3,087,000	0	(242,915)	0	2,844,085	0	(151,265)
		0	0	3,087,000	0	(242,915)	0	2,844,085	0	(151,265)
<b>Total</b>		<u>2,682,856</u>	<u>265,000</u>	<u>15,623,195</u>	<u>(148,131)</u>	<u>(671,135)</u>	<u>2,799,725</u>	<u>17,634,916</u>	<u>(62,508)</u>	<u>(491,110)</u>
Current borrowings		298,990					150,859			
Non-current borrowings		<u>2,383,866</u>					<u>2,648,866</u>			
		<u>2,682,856</u>					<u>2,799,725</u>			

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

New borrowings 2025-26

Particulars	Amount Borrowed	Amount Borrowed	Institution	Loan Type	Term Years	Total Interest	Interest Rate	Amount (Used)		Balance
	Actual	Budget				& Charges		Actual	Budget	Unspent
	\$	\$				\$	%	\$	\$	\$
NRLC Energy Efficiency	0	1,937,860	WATC	Debenture	10	0	4.90	0	1,937,860	0
Caravan Park Units	0	1,500,000	WATC	Debenture	10	74,060	4.38	0	1,500,000	0
Housing Project	0	7,500,000	WATC	Debenture	20	206,250	4.90	0	7,500,000	0
Hawks Football Pavilion	0	1,333,335	WATC	Debenture	10	0	4.90	0	1,333,335	0
27 Egerton Street purchase	265,000	265,000	WATC	Debenture	10	5,300	4.90	0	265,000	0
SES & BFB Facilities	0	3,087,000	WATC	Debenture	10	151,265	4.90	0	3,087,000	0
	<u>265,000</u>	<u>15,623,195</u>				<u>436,875</u>		<u>0</u>	<u>15,623,195</u>	<u>0</u>

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.

10 LEASE LIABILITIES

Movement in carrying amounts

Information on leases Particulars	Lease No.	New Leases			Principal Repayments		Principal Outstanding		Interest Repayments	
		1 July 2025	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
8 Parry Court, Narrogin	2	3,765	0	0	(11,780)	(3,765)	(8,015)	0	0	(20)
68 Williams Road, Narrogin	3	29,620	0	0	(9,707)	(18,565)	19,913	11,055	0	(250)
14 McCormic Way, Narrogin	4	0	0	0	(15,400)	0	(15,400)	0	0	0
<b>Total</b>		<b>33,385</b>	<b>0</b>	<b>0</b>	<b>(36,887)</b>	<b>(22,330)</b>	<b>-3,502</b>	<b>11,055</b>	<b>0</b>	<b>(270)</b>
Current lease liabilities		22,330					-14,556			
Non-current lease liabilities		11,055					11,055			
		<b>33,385</b>					<b>-3,501</b>			

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 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.

## 11 OTHER CURRENT LIABILITIES

Other current liabilities	Note	Opening Balance 1 July 2025 \$	Liability transferred from/(to) non current \$	Liability Increase \$	Liability Reduction \$	Closing Balance 31 January 2026 \$
<b>Other liabilities</b>						
Capital grant/contributions liabilities		1,047,245	0	1,787,813	(392,000)	2,443,058
<b>Total other liabilities</b>		1,047,245	0	1,787,813	(392,000)	2,443,058
<b>Employee Related Provisions</b>						
Provision for annual leave		423,338	0	0	0	423,338
Provision for long service leave		353,734	0	0	0	353,734
<b>Total Provisions</b>		777,072	0	0	0	777,072
<b>Total other current liabilities</b>		<b>1,824,317</b>	<b>0</b>	<b>1,787,813</b>	<b>(392,000)</b>	<b>3,220,130</b>

Amounts shown above include GST (where applicable)

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

### 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.

12 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and		
	Liability 1 July 2025	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Jan 2026	Current Liability 31 Jan 2026	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Grants and subsidies</b>								
GENGRANT - Financial Assistance Grant - General	0	0	0	0	0	1,070,000	210,000	421,003
GENGRANT - Financial Assistance Grant - Roads	0	0	0	0	0	570,000	107,250	214,516
ESL - SES Subsidy (Operating) Grant	0	0	0	0	0	15,530	9,058	3,875
ESL - Bush Fires Subsidy (Operating) Grant	0	0	0	0	0	67,280	50,460	60,121
ESL - SES/BFB Self Supporting Loan - Interest Incorr	0	0	0	0	0	151,265	0	0
LIB - Grant - Regional Library Services .	0	0	0	0	0	4,500	4,500	6,220
OTHCUL - Grants - Other Culture	0	0	0	0	0	50,000	29,169	13,000
ROADM - Direct Road Grant (MRWA)	0	0	0	0	0	240,100	240,100	240,100
ROADM - Street Lighting Subsidy	0	0	0	0	0	18,110	10,563	0
TOUR - Grants	0	0	0	0	0	1,000	500	0
CHCP - Recurrent Grant Funding	0	0	0	0	0	724,500	422,611	867,995
CHSP - Recurrent Grant Funding	0	0	0	0	0	570,400	332,731	307,088
WELFARE - Grants	0	0	0	0	0	0	0	2,247
REC - Grants - Kids Sports	0	0	0	0	0	0	0	3,212
WELFARE - Developmental Disability Council grant	0	0	0	0	0	0	0	4,000
	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,482,685</b>	<b>1,416,942</b>	<b>2,143,376</b>
<b>Contributions</b>								
CESM - Contributions & Reimbursements	0	0	0	0	0	137,965	80,479	36,832
CHSP - Contributions & Donations	0	0	0	0	0	100	56	5
REC - Contributions & Donations	0	0	0	0	0	3,110	1,813	0
LIB - Contributions & Donations	0	0	0	0	0	500	294	10,548
ADMIN - Contributions & Donations	0	0	0	0	0	2,500	1,456	0
OTHCUL - Contributions & Donations - Other Culture	0	0	0	0	0	0	0	2,141
AGEDOTHER - CATS Contributions & Donations	0	0	0	0	0	0	0	299
	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>144,175</b>	<b>84,098</b>	<b>49,824</b>
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,626,860</b>	<b>1,501,040</b>	<b>2,193,200</b>

13 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities				Capital grants, subsidies and			
	Liability 1 July 2025	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Jan 2026	Current Liability 31 Jan 2026	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Capital grants and subsidies</b>								
ESL - Bush Fires Capital Grant	0	0	0	0	0	54,725	0	0
NRLC - Grants	0	160,608	0	160,608	160,608	1,937,860	0	41,191
ROADC - Regional Road Group Grants (MRWA)	0	0	0	0	0	760,500	608,400	304,201
ROADC - Roads to Recovery Grant	0	1,168,156	0	1,168,156	1,168,156	1,169,235	584,618	0
SES Capital Grant	0	0	0	0	0	992,100	992,100	0
OLOPS - Crime Prevention Grant	0	0	0	0	0	75,000	0	0
Housing Project Grant - CAPITAL INCOME	0	0	0	0	0	5,000,000	0	3,570,549
HALLS - Grants and Contributions	0	0	0	0	0	200,000	0	0
REC - Capital Grants (DLGSCI/CSRFF)	0	0	0	0	0	1,428,635	0	0
Public Art Strategy Grant - CAPITAL INCOME	0	0	0	0	0	25,000	0	0
ROADC - Capital Contributions	0	0	0	0	0	197,245	172,245	0
ROADC - Capital Grants( Bridges) WALGCG& \$ MRWA-AFP	0	0	0	0	0	687,000	343,500	0
LRCIP - Good Shed	50,000	0	0	50,000	50,000	0	0	0
LRCIP - Library	147,245	0	0	147,245	147,245	0	0	0
Bridge Grants	735,500	0	(392,000)	343,500	343,500	0	0	0
LRCI	0	228,049	0	228,049	0	0	0	0
LotteryWest - Town Hall Upgrade	0	231,000	0	231,000	0	0	0	0
	<b>932,745</b>	<b>1,787,813</b>	<b>(392,000)</b>	<b>2,328,558</b>	<b>1,869,509</b>	<b>12,527,300</b>	<b>2,700,863</b>	<b>3,915,941</b>
<b>Capital contributions</b>								
REC - Contribution and Donations	0	0	0	0	0	1,428,635	0	0
ESL - Self-Supporting Loan Principal Income	0	0	0	0	0	256,865	0	0
	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,685,500</b>	<b>0</b>	<b>0</b>
<b>TOTALS</b>	<b>932,745</b>	<b>1,787,813</b>	<b>(392,000)</b>	<b>2,328,558</b>	<b>1,869,509</b>	<b>14,212,800</b>	<b>2,700,863</b>	<b>3,915,941</b>

**SHIRE OF NARROGIN  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 JANUARY 2026**

**14 BUDGET AMENDMENTS**

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

	Description	Council Resolution	Classification	Non Cash Adjustment \$	Increase in Available Cash \$	Decrease in Available Cash \$	Amended Budget Running Balance \$
<b>GL/Job</b>	<b>Budget adoption</b>						0
3050102	Bush Fire Mitigation Activity Grant	27-Aug	Operating expenses		0	(109,710)	(109,710)
2050192	Bush Fire Management Plan	27-Aug	Operating revenue		109,710	0	0
2050420	Natural Disaster Relief	27-Aug	Operating expenses		15,000	0	15,000
2110800	Indigenous Cultural Events	27-Aug	Operating expenses		0	(12,000)	3,000
2110801	Australia Day	27-Aug	Operating expenses		0	(20,000)	(17,000)
2110821	Event/Festival	27-Aug	Operating expenses		27,000	0	10,000
BC236	Caravan Park Accomodation Units	27-Aug	Capital expenses		0	(1,500,000)	(1,490,000)
FE047	Caravan Park Accomodation Units Fit out	27-Aug	Capital expenses		200,000		(1,290,000)
5130255	Caravan Park Loan	27-Aug	Capital revenue		1,500,000	0	210,000
3130203	Tourism Grants	27-Aug	Capital revenue		0	(200,000)	10,000
MONOB01	Monopoly Project	27-Aug	Operating revenue		0	(100,000)	(90,000)
3130204	Monopoly Project	27-Aug	Operating revenue		85,000	0	(5,000)
LB031	Acquisition of Furnival St	27-Aug	Capital expenses		0	(132,000)	(137,000)
4140851	Purchase of Fuels & Oils	27-Aug	Capital expenses		0	(250,000)	(387,000)
4140852	Less Fuels allocated	27-Aug	Capital revenue		250,000	0	(137,000)
5110601	Transfer from Reserves	27-Aug	Capital revenue		5,000	0	(132,000)
5130650	Transfer from Reserves	27-Aug	Capital revenue		132,000	0	0
IO080B	Sewerage Realignment	17-Dec	Capital expenses		147,245		147,245
5110560	LIB - Capital Grant - LRCIP	17-Dec	Capital revenue			(147,245)	0
LRCI251	Clayton Road Reseal	17-Dec	Capital expenses			(147,245)	(147,245)
5120165	ROADC - Capital Contributions	46,008	Capital revenue		147,245		0
					<b>2,618,200</b>	<b>(2,618,200)</b>	<b>0</b>



**Schedule of Investments**  
as at 31/01/2026

Investment of funds - Municipal Account								
Bank	Deposit number	Lodgement Date	Date of Maturity		Amount Deposited	Interest Rate	Estimated interest earned	TOTAL INVESTED
NAB		19/01/2026	18/02/2026		\$1,500,000.00	3.30%	\$4,068.49	<b>\$5,279,209.41</b>
CBA		31/12/2025	30/01/2026		\$779,209.41	3.81%	\$2,440.10	
CBA		2/01/2026	2/02/2026		\$1,500,000.00	3.81%	\$4,853.84	
CBA		20/01/2026	19/02/2026		\$1,500,000.00	3.81%	\$4,697.26	
	Total Invested				\$5,279,209.41		\$16,059.69	

Investment of funds - Reserve Account								
Bank	Deposit number	Lodgement Date	Date of Maturity		Amount Deposited	Interest Rate	Estimated interest earned	TOTAL INVESTED
NAB	10-9066503	5/01/2026	1/06/2026		\$2,556,325.67	4.35%	\$44,784.72	<b>\$5,111,356.40</b>
CBA	38186806	5/01/2026	1/06/2026		\$2,555,030.73	4.32%	\$44,453.33	
	Total Invested				\$5,111,356.40		\$89,238.05	

Investment Summary - Excluding at call deposits		
Municipal Account	%	TOTAL INVESTED
NAB	28%	\$1,500,000.00
CBA (timing with dates of Term Deposit redemptions)	72%	\$3,779,209.41
	<b>100.00%</b>	<b>\$5,279,209.41</b>
Reserve Account	%	TOTAL INVESTED
NAB	50%	\$2,556,325.67
CBA	50%	\$2,555,030.73
	<b>100.00%</b>	<b>\$5,111,356.40</b>



# Strategic Budget Projects Register 2025/26

AS AT 31 JANUARY 2026

Project Title/Task	COA	Job	Category	Original Budget Adopted by Council	Current Budget varied by Council	Actual Exp / Income to 31/01/2026	Outstanding PO Exp to 31/01/2026 (calc column)	Total Committed Exp or Income Rec'd (calc column)	Budget Remaining (incl P20) (calc column)	Risk of NOT completing by 30/6, H-Likely	Comments	Accountability	Responsible Exec	Responsible Officer	Status	% Complete	Start Date	Due Date
Thomas Hogg Reserve Boundary Fencing	4050165	K037	Other	\$32,250.00	\$32,250.00	\$14,363.00	\$0.00	\$14,363.00	\$17,887.00	Low	11/03/25 - Confirming with Surveyor of commencing date for the survey works and the contractors for the installation of the fencing. Letter sent to adjoining property DPHL notifying them of the proposed works. 10/05/25 - Fencing contractor commencing installation of fencing work and it is anticipated that the work will be completed by the end of this month.	Planning & Sustainability	Adam Majid	Guy Malby	On Track	20%	01/07/25	31/03/26
Acquisition of Incident Control Vehicle	4050255	PA950	Vehicle Acquisition	\$881,900.00	\$881,900.00	\$0.00	\$0.00	\$0.00	\$881,900.00	Low	10/05/2024 - still awaiting to be fabricated due to backlog of order from various L4. 6/10/2024 - No change to status. 5/12/2025 - Still in concept phase with DFES Fleet Development 18/2/2025 - No change to status. 11/03/2025 - The Intakegr Fleet Development at DFES has indicated that ICV build program has not progressed. They still have not undertaken the tendering process to enable bids to be completed. 08/05/2025 - Included in carryovers for 2025-26 budget in proposed CAPEX report to MBS May 2025. 28/05/2025 emailed DFES for update - waiting on response	Planning & Sustainability	Adam Majid	Adam Majid	On Track	20%	01/07/25	31/03/26
Acquisition of General Rescue Utility Vehicle	4050255	PA851	Vehicle Acquisition	\$110,200.00	\$110,200.00	\$0.00	\$0.00	\$0.00	\$110,200.00	Completed	Delivered October 2025. Awaiting recipient created tax invoice.	Planning & Sustainability	Adam Majid	Adam Majid	Complete	100%	01/07/25	31/01/26
Construction of SES & BFB Joint Facilities	4050260	BC260	Building Construction/Mtoe	\$3,087,002.00	\$3,087,002.00	\$0.00	\$0.00	\$0.00	\$3,087,002.00	High	Pending confirmation of process.	Planning & Sustainability	Adam Majid	Adam Majid	Off Track	0%	01/07/25	31/05/26
SES Building Project	4050260	BC265	Building Construction/Mtoe	\$54,725.00	\$54,725.00	\$0.00	\$0.00	\$0.00	\$54,725.00	Low	10/09/2024 - Pending grant funding approval. 6/10/2024 - LGOS IP 2023/2024 capital funding was unsuccessful. 5/11/2025 - no change to status. 18/2/2025 - No change to status. Will reply for the 2024/2025 LGOS round in March 2025. 11/03/2025 - Application to be submitted to LGOS due end of March 2025. 19/05/2025 - included in carryovers in 2025-26 proposed CAPEX report to May 2025 MBS.	Planning & Sustainability	Adam Majid	Adam Majid	On Track	0%	01/07/25	31/05/26
Drone Acquisition (Rangers)	4050155	PA981	Plant & Equip Acquisition	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	Low	11/03/25 - no change to status.	Planning & Sustainability	Adam Majid	Guy Malby	On Track	0%	01/08/25	27/02/26
Utility Acquisition (CESM)	4050155	PA982	Vehicle Acquisition	\$60,000.00	\$60,000.00	\$56,619.99	\$1,505.98	\$58,125.97	\$1,874.03	Completed	Completed.	Planning & Sustainability	Adam Majid	Adam Majid	Complete	100%	01/08/25	31/03/26
Utility Acquisition (Senior Ranger)	4050355	PA8163	Vehicle Acquisition	\$45,000.00	\$45,000.00	\$65,699.72	\$0.00	\$65,699.72	-\$20,699.72	Completed	Net changeover as per budget.	Planning & Sustainability	Adam Majid	Guy Malby	Complete	100%	01/08/25	30/11/25
Dog Pound Improvements	4050365	OI35	Other	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	Low		Planning & Sustainability	Adam Majid	Guy Malby	On Track	0%	01/08/25	28/02/26
Additional Public CCTV Cameras (Subject to Grant)	405455	FE037	Other	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	\$100,000.00	Medium	Subject to Grant funding.	Corporate & Community Services	Ian Graham	Ian Graham	On Track	0%	01/11/25	31/05/26
Acquire CATS Vehicle	4080455	PA14	Vehicle Acquisition	\$35,000.00	\$35,000.00	\$30,260.36	\$0.00	\$30,260.36	\$4,739.64	Completed	Completed.	Corporate & Community Services	Ian Graham	Ian Graham	Complete	100%	01/02/26	01/03/26
Acquire Homocare Minibus	4080455	PA11	Vehicle Acquisition	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$0.00	\$90,000.00	High	On hold pending decision regarding future of Manacran.	Corporate & Community Services	Ian Graham	Ian Graham	No Longer Processing This Budget	0%	01/02/26	30/04/26
Residential Land Acquisition	4090255		Land	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00	Low	Hough St lots x 2 - conversations continuing with DCEB, and draft offer made to acquire a lot within the Shire, awaiting acceptance.	Office of CEO	Dale Stewart	Dale Stewart	On Track	0%	01/08/25	31/05/26
Housing Project - 49 Clayton	4090250	BC311	Land	\$1,600,000.00	\$1,600,000.00	\$123,090.63	\$11,020.00	\$134,110.63	\$1,465,889.37	Medium	RFO for 4x 2x2 closes 10/12/25. Cash offer to acquire 49 Clayton accepted for \$120k settlement 23/2/25 payable thru Grant. 23/2/2025 - property acquired, Excavation /levelling next task.	Office of CEO	Dale Stewart	John Warburton	On Track	10%	01/08/25	31/05/26
Housing Project - 31 Ensign	4090250	BC315	Land	\$1,000,000.00	\$1,000,000.00	\$0.00	\$9,345.00	\$9,345.00	\$990,655.00	Medium	RFO for 2x 3x2 closes 10/12/25, covid thru grant. Reduction of galleon across boundary required.	Office of CEO	Dale Stewart	John Warburton	On Track	10%	01/08/25	31/05/26
Housing Project - 95 Luck	4090250	BC316	Land	\$1,000,000.00	\$1,000,000.00	\$0.00	\$9,345.00	\$9,345.00	\$990,655.00	Medium	RFO for 2x 3x2 closes 10/12/25, covid thru grant. Property cleared and now needs levelling.	Office of CEO	Dale Stewart	John Warburton	On Track	10%	01/08/25	31/05/26
Housing Project - site 8d	4090250	BC316	Land	\$4,400,000.00	\$4,400,000.00	\$0.00	\$0.00	\$0.00	\$4,400,000.00	Medium	Site to be determined, project to be determined post P20/26 decisions.	Office of CEO	Dale Stewart	Dale Stewart	On Track	0%	01/08/25	31/05/26
Housing Project - Caravan Park (Civics)	4090250	BC312	Land	\$500,000.00	\$500,000.00	\$231,436.47	\$3,027.41	\$234,463.88	\$265,536.12	Low	\$300k for Civics for 18 units, retaining, earthworks, clamping, sewer, water, headworks, fencing and landscaping.	Office of CEO	Dale Stewart	John Warburton	On Track	75%	01/08/25	31/05/26
Housing Project - Pelican St	4090250	BC314	Land	\$4,000,000.00	\$4,000,000.00	\$27,755.26	\$0.00	\$27,755.26	\$3,972,244.74	Medium	\$4.3m for Civics, retaining, earthworks, carparking, sewer, water, headworks, fencing and landscaping. 28/10/25 - property cleared but single asbestos toilet (pending).	Office of CEO	Dale Stewart	Dale Stewart	On Track	5%	01/08/25	31/05/26
Construction of Recycling Shed (1ip Sheep)	4100190	BC274	Building Construction/Mtoe	\$50,000.00	\$50,000.00	\$0.00	\$25,527.70	\$25,527.70	\$24,472.30	Low		Planning & Sustainability	Adam Majid	Peter Toboss	On Track	0%	01/08/25	31/05/26
Design & Construction new liquid waste ponds	4100195	PI168	Other	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	Low		Planning & Sustainability	Adam Majid	Peter Toboss	On Track	0%	01/08/25	31/05/26
Public Conveniences - Great Street Toilet Mural	4100850	BC132	Building Construction/Mtoe	\$6,000.00	\$6,000.00	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00	Completed	Completed.	Corporate & Community Services	Ian Graham	Regina Ruzumovskaya	Complete	100%	01/07/25	31/12/25
Narrogin Cemetery Upgrade	4100960	K026	Other	\$18,000.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00	Low		Infrastructure Services	John Warburton	John Warburton	On Track	0%	01/02/26	31/05/26
Town Hill Improvements - Rigging, Lights, Poles	4110160	BC181	Building Construction/Mtoe	\$81,110.00	\$81,110.00	\$0.00	\$1,849.09	\$1,849.09	\$79,260.91	Low		Planning & Sustainability	Adam Majid	Keith Ng	On Track	5%	01/08/25	31/05/26
Town Hill Improvements - Reverse Cycle AC Mopac Refurb	4110160	BC300	Building Construction/Mtoe	\$10,000.00	\$10,000.00	\$4,787.37	\$0.00	\$4,787.37	\$5,212.63	Completed	Completed.	Planning & Sustainability	Adam Majid	Keith Ng	Complete	100%	01/08/25	20/11/25
Town Hill Improvements - Main Switchboard	4110160	BC301	Building Construction/Mtoe	\$250,000.00	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	Low	Grant dependent to 125k 50% 20/1/26 - Grant advice success from Lotterywest \$230k so proceeding.	Planning & Sustainability	Adam Majid	Keith Ng	On Track	5%	01/08/25	31/05/26
Town Hill Upgrade Work - Rigging Upgrade	4110160	BC302	Building Construction/Mtoe	\$150,000.00	\$150,000.00	\$17,874.26	\$0.00	\$17,874.26	\$132,125.74	Low	Grant dependent to 125k 50% 20/1/26 - Grant advice success from Lotterywest \$230k so proceeding.	Planning & Sustainability	Adam Majid	Keith Ng	On Track	5%	01/08/25	31/05/26
NRLC - Additional CCTV	4050455	FE041	Building Construction/Mtoe	\$15,000.00	\$15,000.00	\$16,690.39	\$0.00	\$16,690.39	-\$1,690.39	Low	Obtaining quotes. 2 quotes have been received 03/12/2025 - PO issued. Installation January 2026.	Corporate & Community Services	Ian Graham	Brendan Fiman	On Track	75%	01/09/25	28/02/26
NRLC - Foyer AC Units	4110250	FE042	Building Construction/Mtoe	\$23,000.00	\$23,000.00	\$25,823.45	\$0.00	\$25,823.45	-\$2,823.45	Completed	Completed.	Corporate & Community Services	Ian Graham	Brendan Fiman	Complete	100%	01/09/25	31/12/25
NRLC - 24/7 Gym Access	4110260	BC298	Building Construction/Mtoe	\$45,000.00	\$45,000.00	\$30,085.56	\$31,253.39	\$61,338.95	-\$16,338.95	Low	Obtaining quotes. 2 quotes received layout and system identified. PO issued. To be included in 2025/26 Budget Review.	Corporate & Community Services	Ian Graham	Brendan Fiman	On Track	5%	01/09/25	28/02/26
NRLC - Replacement Changing Room Beach Side	4110250	FE043	Building Construction/Mtoe	\$13,900.00	\$13,900.00	\$12,900.00	\$0.00	\$12,900.00	\$1,000.00	Completed	Completed.	Corporate & Community Services	Ian Graham	Brendan Fiman	Complete	100%	01/08/25	31/12/25
NRLC - Energy Efficiency (Solar) Panel Project	4110260	BC296	Other	\$1,070,716.00	\$1,070,716.00	\$2,395.00	\$0.00	\$2,395.00	\$1,068,321.00	Low	CELF Grant application successful. RFO for Project Management issued 01/12/2025. In progress. RFT issued January 2026, closing 24/02/2026.	Corporate & Community Services	Adam Majid	Keith Ng	On Track	0%	01/08/25	31/05/26
NRLC - Upgrade Project (Pulera)	4110260	BC160	Building Construction/Mtoe	\$2,805,000.00	\$2,805,000.00	\$43,750.76	\$0.00	\$43,750.76	\$2,761,249.24	Low	Engineering report on roof put in requested, awaiting outcome.	Corporate & Community Services	Adam Majid	Keith Ng	On Track	0%	01/08/25	31/05/26
John Higgins Centre - Kitchen Redesign	4110160	BC152	Building Construction/Mtoe	\$7,000.00	\$7,000.00	\$4,910.00	\$0.00	\$4,910.00	\$2,090.00	Low	PO issued.	Corporate & Community Services	Ian Graham	Brendan Fiman	On Track	5%	01/12/25	30/04/26
Narrogin Speedway Lighting Upgrade Project	4110365	IO138	Other	\$285,900.00	\$285,900.00	\$0.00	\$0.00	\$0.00	\$285,900.00	High	No CRFF fund in September 2025 like normal, grant dependent. 11/12/25 - carryover project should they apply for CRFF.	Corporate & Community Services	Ian Graham	Ian Graham	No Longer Processing This Budget	0%	01/11/25	NA
Ride on Mower (Parks)	4120350	PA66	Vehicle Acquisition	\$10,000.00	\$10,000.00	\$11,562.73	\$0.00	\$11,562.73	-\$1,562.73	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	31/05/26
Utility (Turf) Pans	4120350	PA18	Vehicle Acquisition	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	Low	PO issued November 2025, to be installed prior to Australia Day 2026. Completed.	Planning & Sustainability	Adam Majid	Keith Ng	Complete	100%	28/08/25	18/12/25
Alky Park - Flagpoles	4110360	K0201	Other	\$10,000.00	\$10,000.00	\$84.30	\$5,170.00	\$5,254.30	\$4,745.70	Completed		Planning & Sustainability	Adam Majid	Keith Ng	Complete	100%	01/08/25	31/05/26
Thomas Hogg Oval - Light Pole Structure Upgrade	4110360	K0202	Other	\$10,000.00	\$10,000.00	\$1,920.50	\$0.00	\$1,920.50	\$8,079.50	Completed	PO advised works undertaken in 2024/25 year as urgent works. Completed.	Planning & Sustainability	Adam Majid	Keith Ng	Complete	100%	01/08/25	31/05/26
Alky Park - Covered Stage	4110360	K0203	Building Construction/Mtoe	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00	Low		Planning & Sustainability	Adam Majid	Keith Ng	On Track	0%	01/08/25	31/05/26
Dog Park - Gazebo	4050365	IO171	Other	\$30,000.00	\$30,000.00	\$17,018.65	\$0.00	\$17,018.65	\$12,981.35	Low	Works ready to proceed - all equipment / fencing acquired.	Planning & Sustainability	Adam Majid	Guy Malby, John Warburton, Tofino Yuen	On Track	20%	01/08/25	27/02/26

Project Title/Task	COA	Job	Category	Original Budget Adopted by Council	Current Budget Varied by Council	Actual Exp / Income by 31/01/2026	Outstanding PO Exp to 31/01/2026 (calc column)	Total Committed Exp or Income Rec'd (calc column)	Budget Remaining (incl PO's) (calc column)	Risk of NOT completing by 30/6, H-Likely	Comments	Accountability	Responsible Exec	Responsible Officer	Status	% Complete	Start Date	Due Date
62 Hawke Football Clubrooms	4110375	BC299	Building Construction/Misc	\$4,000,000.00	\$4,000,000.00	\$0.00	\$0.00	\$0.00	\$4,000,000.00	High	No CSRF Fund round opened in September 2025, grant dependent. 4/12/25 - can cover project should they apply for CSRF.	Corporate & Community Services	Ian Graham	Ian Graham	No Longer Processing This Budget	0%	01/12/25	NA
63 Granvyn Park Lighting Upgrade	4110360	K204	Other	\$12,000.00	\$12,000.00	\$10,000.00	\$0.00	\$10,000.00	\$2,000.00	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	31/12/25
65 Library Interactive Panel	4110550	FE244	ITC Acquisition	\$6,000.00	\$6,000.00	\$5,969.09	\$34.00	\$5,969.09	\$30.91	Completed	Completed.	Corporate & Community Services	Ian Graham	Paula Roworth	Complete	100%	01/09/25	31/12/25
66 Mobile Library Shelving	4110550	FE100	Other	\$12,500.00	\$12,500.00	\$11,875.00	\$0.00	\$11,875.00	\$625.00	Completed	Completed.	Corporate & Community Services	Ian Graham	Paula Roworth	Complete	100%	01/09/25	31/12/25
67 Construction of Library Sewer Extension	4110560	K096B	Other	\$147,245.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	High	Project design to be reviewed. 4/12/25 - LCRP Funding reallocated to Clayton Road Reseal to accept complete OCM by 31/12/25. 4/12/25 - works underway to do more of pipeline and services are not blocked. Note - note also being received to replace section of earthware pipe with cement to complete under maintenance below capital threshold. Work Schedule Variation request sent to Infrastructure 24/11/2025 requesting transfer of the LCRP funding of \$147,245 to Clayton Road Reseal project. Budget Review item to December OCM.	Corporate & Community Services	Ian Graham	Ian Graham	No Longer Processing This Budget	0%	01/03/26	NA
69 Museum (Insurance Claim)	4110660	BC201	Building Construction/Misc	\$110,000.00	\$110,000.00	\$92,003.60	\$0.00	\$92,003.60	\$17,996.40	Completed	Completed. Insurance works all concluded - Museum back operational.	Planning & Sustainability	Adam Majd	Keith Ng	Complete	100%	15/09/25	07/01/26
71 Public Art Strategy Implementation	4110860	JD113	Other	\$50,000.00	\$50,000.00	\$3,580.00	\$0.00	\$3,580.00	\$46,420.00	Low	No: Net \$25k. If there is no grant	Corporate & Community Services	Ian Graham	Regina Razumovskaya	On Track	0%	01/08/25	27/02/26
75 Clayton Road Reseal/Refurb SLK 0.00 to 6.30	4120167	RFG047	Road Construction	\$740,750.00	\$740,750.00	\$260,088.85	\$218,630.12	\$478,718.97	\$262,031.03	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	On Track	75%	01/09/25	28/02/26
76 Nanang Hamamth Road Reseal/Refurb SLK 26.45/30.20	4120167	RFG331	Road Construction	\$400,000.00	\$400,000.00	\$329,395.80	\$51,000.00	\$380,395.80	\$19,604.20	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	03/11/25	30/12/25
77 Nanang Valley Road Construction SLK 6.30 to 8.30	4120165	RF212	Road Construction	\$358,365.00	\$358,365.00	\$111,376.30	\$144,636.00	\$256,012.30	\$102,352.70	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	On Track	0%	01/09/25	31/05/26
78 Argus Street Widening	4120165	R135	Road Construction	\$27,805.00	\$27,805.00	\$9,482.01	\$0.00	\$9,482.01	\$18,322.99	Low	Work Schedule Variation request sent to Infrastructure 24/11/2025, requesting transfer of the LCRP funding of \$147,245 from Library Sewer Extension to Clayton Road Reseal project. Budget Review item to December OCM. Completed.	Infrastructure Services	John Warburton	John Warburton	On Track	75%	01/08/25	31/05/26
79 Clayton Road Reseal (LCRP)	4120164	LRCR251	Road Reseal	\$0.00	\$147,245.00	\$147,245.97	\$0.00	\$147,245.97	\$0.00	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/11/25	31/12/25
81 Stormwater Diversion to Railway Dam	4120160	D0010	Other	\$10,000.00	\$10,000.00	\$5,642.88	\$0.00	\$5,642.88	\$4,357.12	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	03/11/25
83 Wynn Wickham Road Reseal SLK 0.00 to 2.50	4120166	RZ0207	Road Reseal	\$91,350.00	\$91,350.00	\$57,743.41	\$13,979.38	\$71,722.79	\$19,627.21	Completed	All RZR resseals completed, \$16.5k under budget net across all projects as at 31/01/2026, but note there are some final costs to come through.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	27/02/26
84 Nanang Hamamth Road Reseal SLK 4.30 TO 5.80	4120166	RZ0331	Road Reseal	\$105,950.00	\$105,950.00	\$70,668.00	\$2,106.00	\$72,782.00	\$33,158.00	Completed	All RZR resseals completed, \$16.5k under budget net across all projects as at 31/01/2026, but note there are some final costs to come through.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	27/02/26
85 Conplan Road Reseal SLK 4.30 to 5.80	4120166	RZ0202	Road Reseal	\$63,000.00	\$63,000.00	\$70,632.00	\$1,912.00	\$72,144.00	-\$9,144.00	Completed	All RZR resseals completed, \$16.5k under budget net across all projects as at 31/01/2026, but note there are some final costs to come through.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	27/02/26
86 Dowsett Road Reseal SLK 0.00 to 0.09	4120166	RZ0098	Road Reseal	\$3,130.00	\$3,130.00	\$3,886.80	\$1,949.40	\$5,842.20	-\$2,712.20	Completed	All RZR resseals completed, \$16.5k under budget net across all projects as at 31/01/2026, but note there are some final costs to come through.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	27/02/26
87 Halo Street Reseal SLK 0.00 to 0.10	4120166	RZ0083	Road Reseal	\$3,960.00	\$3,960.00	\$5,198.40	\$0.00	\$5,198.40	-\$1,238.40	Completed	All RZR resseals completed, \$16.5k under budget net across all projects as at 31/01/2026, but note there are some final costs to come through.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	27/02/26
88 Harbour Street Reseal SLK 0.00 to 0.05	4120166	RZ0122	Road Reseal	\$3,930.00	\$3,930.00	\$2,960.20	\$0.00	\$2,960.20	\$969.80	Completed	All RZR resseals completed, \$16.5k under budget net across all projects as at 31/01/2026, but note there are some final costs to come through.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	27/02/26
89 Harris Street Reseal 0.00 to 0.16	4120166	RZ0019	Road Reseal	\$7,395.00	\$7,395.00	\$8,165.82	\$1,537.86	\$9,703.68	-\$2,308.88	Completed	All RZR resseals completed, \$16.5k under budget net across all projects as at 31/01/2026, but note there are some final costs to come through.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	27/02/26
90 Hive Street Reseal SLK 0.0 to 0.15	4120166	RZ0084	Road Reseal	\$4,015.00	\$4,015.00	\$7,905.00	\$0.00	\$7,905.00	-\$3,890.00	Completed	All RZR resseals completed, \$16.5k under budget net across all projects as at 31/01/2026, but note there are some final costs to come through.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	27/02/26
91 James Street Reseal SLK 0.0 to 0.17	4120166	RZ0088	Road Reseal	\$8,415.00	\$8,415.00	\$10,122.44	\$924.16	\$11,046.60	-\$2,631.60	Completed	All RZR resseals completed, \$16.5k under budget net across all projects as at 31/01/2026, but note there are some final costs to come through.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	27/02/26
92 Lydaker Way Reseal SLK 0.0 to 0.41	4120166	RZ0128	Road Reseal	\$16,910.00	\$16,910.00	\$23,681.60	\$0.00	\$23,681.60	-\$6,771.60	Completed	All RZR resseals completed, \$16.5k under budget net across all projects as at 31/01/2026, but note there are some final costs to come through.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	27/02/26
93 Farway Street Reseal SLK 0.39 to 0.72	4120166	RZ0030	Road Reseal	\$16,335.00	\$16,335.00	\$23,826.00	\$0.00	\$23,826.00	-\$7,491.00	Completed	All RZR resseals completed, \$16.5k under budget net across all projects as at 31/01/2026, but note there are some final costs to come through.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	27/02/26
94 Fumval Street Reseal SLK 0.0 to 0.05	4120166	RZ0010	Road Reseal	\$7,920.00	\$7,920.00	\$4,981.80	\$0.00	\$4,981.80	\$2,938.20	Completed	All RZR resseals completed, \$16.5k under budget net across all projects as at 31/01/2026, but note there are some final costs to come through.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	27/02/26
95 Fortune Street Reseal 0.30 to 0.53	4120166	RZ0001	Road Reseal	\$17,705.00	\$17,705.00	\$21,660.00	\$0.00	\$21,660.00	-\$3,955.00	Completed	All RZR resseals completed, \$16.5k under budget net across all projects as at 31/01/2026, but note there are some final costs to come through.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	27/02/26
96 Cooramming Road Reseal SLK 2.80-12.20	4120166	RZ0217	Road Reseal	\$188,875.00	\$188,875.00	\$0.00	\$0.00	\$0.00	\$188,875.00	Low	Completed.	Infrastructure Services	John Warburton	John Warburton	On Track	0%	02/03/26	31/05/26
97 Corrine Road Reseal SLK 5.15 to 7.75	4120166	RZ0220	Road Reseal	\$107,115.00	\$107,115.00	\$0.00	\$0.00	\$0.00	\$107,115.00	Low	Completed.	Infrastructure Services	John Warburton	John Warburton	On Track	0%	02/03/26	31/05/26
98 Narrakin Road South Reseal SLK 0.0 to 0.5	4120166	RZ0221	Road Reseal	\$52,510.00	\$52,510.00	\$0.00	\$0.00	\$0.00	\$52,510.00	Low	Completed.	Infrastructure Services	John Warburton	John Warburton	On Track	0%	02/03/26	31/05/26
99 Pioneer Drive Sillpene Construction	4120166	RZ0162	Road Construction	\$165,745.00	\$165,745.00	\$0.00	\$0.00	\$0.00	\$165,745.00	Low	Completed.	Infrastructure Services	John Warburton	John Warburton	On Track	0%	02/03/26	31/03/26
101 Homer St (Grey to Butler) Footpath Construction	4120175	FD24	Footpath Construction	\$19,000.00	\$19,000.00	\$0.00	\$13,950.00	\$13,950.00	\$5,050.00	Low	PO issued October 2025	Infrastructure Services	John Warburton	John Warburton	On Track	0%	01/08/25	27/02/26
102 Falzon St (Silde to Johnson) Footpath Construction	4120175	FD11	Footpath Construction	\$27,000.00	\$27,000.00	\$0.00	\$22,550.00	\$22,550.00	\$4,450.00	Low	PO issued October 2025	Infrastructure Services	John Warburton	John Warburton	On Track	0%	01/08/25	27/02/26
103 Narrakin Rd (Clayton to Elliot) Footpath Construction	4120175	FD18	Footpath Construction	\$35,000.00	\$35,000.00	\$0.00	\$27,950.00	\$27,950.00	\$7,050.00	Low	PO issued October 2025	Infrastructure Services	John Warburton	John Warburton	On Track	0%	01/08/25	27/02/26
104 Grey St (Hansard to Homer) Footpath Construction	4120175	FD19	Footpath Construction	\$17,010.00	\$17,010.00	\$0.00	\$14,250.00	\$14,250.00	\$2,760.00	Low	PO issued October 2025	Infrastructure Services	John Warburton	John Warburton	On Track	0%	01/08/25	27/02/26
105 Railway Station Precinct Footpath	4120175	FP010	Footpath Construction	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$0.00	\$65,000.00	Low	Completed.	Corporate & Community Services	Ian Graham	Regina Razumovskaya	On Track	20%	01/09/25	31/05/26
107 Tawonga Bridge (055)	4120181	B024	Bridge Construction	\$897,000.00	\$897,000.00	\$0.00	\$0.00	\$0.00	\$897,000.00	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	31/05/26
108 Redfield St Bridge Replacement (to Culverts)	4120186	RZ0205	Bridge Construction	\$265,000.00	\$265,000.00	\$151,027.73	\$99,137.73	\$220,175.48	\$74,824.54	Low	RFQ out to identified trades	Infrastructure Services	John Warburton	John Warburton	On Track	25%	01/08/25	30/03/26
109 Pioneer Drive Footpath LED Lighting	4120175	B0250	Bridge Construction	\$20,000.00	\$20,000.00	\$9,290.00	\$0.00	\$9,290.00	\$10,710.00	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	31/12/25
111 Wheel Loader	4120350	PA860	Vehicle Acquisition	\$380,000.00	\$380,000.00	\$327,000.00	\$0.00	\$327,000.00	\$53,000.00	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	31/10/25
112 Utility (Construction)	4120350	PA100	Vehicle Acquisition	\$35,000.00	\$35,000.00	\$33,441.09	\$0.00	\$33,441.09	\$1,558.91	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	02/10/25
113 Utility Building Works	4120350	PA74	Vehicle Acquisition	\$45,000.00	\$45,000.00	\$39,880.45	\$318.19	\$40,198.64	\$4,801.36	Completed	PO issued October 2025.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	31/12/25
114 Trailer 6x4 (Works)	4120350	PS2	Vehicle Acquisition	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	High	Not required FY25/26.	Infrastructure Services	John Warburton	John Warburton	No Longer Processing This Budget	0%	01/08/25	01/10/26
117 Construction of Caravan Park Accommodation Units	4130260	BC236	Building Construction/Misc	\$0.00	\$1,500,000.00	\$1,018,933.20	\$482,220.82	\$1,501,153.82	-\$1,153.82	Low	BIA Required - \$1.6m Construction of buildings not civils tender	Infrastructure Services	John Warburton	John Warburton	On Track	75%	01/08/25	31/05/26
118 Flood of Caravan Park Accommodation Units (18)	4130260	FE047	Other	\$400,555.00	\$200,555.00	\$122,197.37	\$0.00	\$122,197.37	\$78,357.63	Low	Reduced to \$200,555 so that \$200,000 for civils is allocated to grant sch 9	Infrastructure Services	John Warburton	John Warburton	On Track	50%	01/08/25	31/05/26
119 Ride on Mower (Caravan Park)	4130255	FE021	Vehicle Acquisition	\$10,000.00	\$10,000.00	\$10,339.12	\$0.00	\$10,339.12	-\$339.12	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	31/05/26
121 Building Service Vehicle	4130350	PA6	Vehicle Acquisition	\$30,000.00	\$30,000.00	\$36,509.27	\$0.00	\$36,509.27	-\$6,509.27	Completed	Completed.	Planning & Sustainability	John Warburton	John Warburton	Complete	100%	01/08/25	31/10/25
123 45 Federal St Renovation	4130360	BC354	Building Construction/Misc	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	Low	RFQ out to identified trades	Planning & Sustainability	Adam Majd	Keith Ng	On Track	0%	01/08/25	31/05/26
124 Female Refurbishment (Share owned Buildings)	4130360	BC306	Building Construction/Misc	\$30,000.00	\$30,000.00	\$32,960.00	\$0.00	\$32,960.00	-\$2,960.00	Completed	15/09/2025 - Preferred contractor appointed and colour scheme approved. Awaiting commencement with completion expected by 30th November 2025. 4/12/25 - Completed by 30th Nov.	Planning & Sustainability	Adam Majd	Keith Ng	Complete	100%	01/08/25	30/11/25
125 Good Shed Roof & Wall Restoration	4130360	BC278	Building Construction/Misc	\$50,000.00	\$50,000.00	\$74,429.59	\$850.00	\$75,079.59	-\$25,079.59	Completed	Completed. To be included in Budget Review (potential \$50k savings in BM210)	Infrastructure Services	John Warburton	John Warburton	Complete			

Project Title/Task	CDA	Job	Category	Original Budget Adopted by Council	Current Budget varied by Council	Actual Exp / Income to 31/01/2026	Outstanding PO Exp to 31/01/2026 (calc column)	Total Committed Exp or Income Rec'd (calc column)	Budget Remaining (incl POs) (calc column)	Risk of NOT complying by 30/6, H-Likely	Comments	Accountability	Responsible Exec	Responsible Officer	Status	% Complete	Start Date	Due Date
136 CEO Vehicle Acquisition		4140585 PA12	Vehicle Acquisition	\$70,000.00	\$70,000.00	\$76,517.42	\$0.00	\$76,517.42	-\$6,517.42	Completed	PO Issued - delivery approx October. Like for like (Prado GLX) however over budget but expect trade to exceed budgeted income likewise. 15/1/26 - Vehicle received.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	15/01/26
137 EMCCS Vehicle Acquisition		4140585 PA13	Vehicle Acquisition	\$55,000.00	\$55,000.00	\$50,909.00	\$0.00	\$50,909.00	\$4,091.00	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	31/07/25
138 EMBS Vehicle Acquisition		4140585 PA15	Vehicle Acquisition	\$55,000.00	\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00	Low	On hold pending review of vehicles.	Infrastructure Services	John Warburton	John Warburton	On Track	0%	01/08/25	31/05/26
139 EMPS Vehicle Acquisition		4140585 PA16	Vehicle Acquisition	\$55,000.00	\$55,000.00	\$60,996.41	\$0.00	\$60,996.41	-\$5,996.41	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	31/08/25
142 Trade - Replacement of Senior Ranger Utility		5060350	Vehicle Disposal	-\$30,000.00	-\$30,000.00	-\$49,999.91	\$0.00	-\$49,999.91	\$19,999.91	Completed	Completed. Net changeover as per budget.	Planning & Sustainability	Adam Majid	Adam Majid	Complete	100%	01/08/25	31/05/26
143 Trade - Replacement of CATS Vehicle		5080450	Vehicle Disposal	-\$20,000.00	-\$20,000.00	-\$20,909.09	\$0.00	-\$20,909.09	\$909.09	Completed	Completed.	Corporate & Community Services	Ian Graham	Ian Graham	Complete	100%	01/02/26	01/03/26
144 Trade - Replacement of Homecare Minibus		5080450	Vehicle Disposal	-\$35,000.00	-\$35,000.00	\$0.00	\$0.00	\$0.00	-\$35,000.00	High	On hold pending decision regarding future of Homecare.	Corporate & Community Services	Ian Graham	Ian Graham	No Longer Proceeding This Budget	0%	01/02/26	30/04/26
145 Trade - Replacement of Parks Ride on Mower		5110350	Vehicle Disposal	-\$1,000.00	-\$1,000.00	-\$4,150.00	\$0.00	-\$4,150.00	\$3,150.00	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	31/05/26
146 Trade - Replacement Utility (Tarf)		5110350	Vehicle Disposal	-\$20,000.00	-\$20,000.00	\$0.00	\$0.00	\$0.00	-\$20,000.00	Low	Completed.	Infrastructure Services	John Warburton	John Warburton	On Track	0%	01/08/25	31/05/26
147 Trade - Replacement of Wheel Loader		5120350	Vehicle Disposal	-\$160,000.00	-\$160,000.00	\$0.00	\$0.00	\$0.00	-\$160,000.00	Low	To be auctioned indicative February 2026.	Infrastructure Services	John Warburton	John Warburton	On Track	0%	01/08/25	27/02/26
148 Trade - Replacement of Utility (Big Mico)		5120350	Vehicle Disposal	-\$20,000.00	-\$20,000.00	-\$20,000.00	\$0.00	-\$20,000.00	\$0.00	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	30/01/26
149 Trade - Replacement Ride on Mower (Caravan Park)		5130250	Vehicle Disposal	-\$1,000.00	-\$1,000.00	-\$5,600.00	\$0.00	-\$5,600.00	\$4,600.00	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	31/05/26
150 Trade - Replacement Vehicle Building Surveyor		5130350	Vehicle Disposal	-\$15,000.00	-\$15,000.00	-\$17,272.73	\$0.00	-\$17,272.73	\$2,272.73	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	01/12/25
151 Trade - Replacement CEO Vehicle		5140550	Vehicle Disposal	-\$40,000.00	-\$40,000.00	\$0.00	\$0.00	\$0.00	-\$40,000.00	Low	PO Issued October - Like for like (Prado GLX) however over budget but expect trade to exceed budgeted income likewise (as auction in due course). 15/1/26 - vehicle delivered now awaiting windscreen replacement of old one for auction	Infrastructure Services	John Warburton	John Warburton	On Track	50%	01/08/25	27/02/26
152 Trade - Replacement EMCCS Vehicle		5140550	Vehicle Disposal	-\$25,000.00	-\$25,000.00	-\$40,000.00	\$0.00	-\$40,000.00	\$15,000.00	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	31/05/26
153 Trade - Replacement EMBS Vehicle		5140550	Vehicle Disposal	-\$35,000.00	-\$35,000.00	\$0.00	\$0.00	-\$35,000.00	High	On hold pending review of vehicles.	Infrastructure Services	John Warburton	John Warburton	On Track	0%	01/08/25	31/05/26	
154 Trade - Replacement EMPS Vehicle		5140550	Vehicle Disposal	-\$35,000.00	-\$35,000.00	-\$40,000.00	\$0.00	-\$40,000.00	\$5,000.00	Completed	Completed.	Infrastructure Services	John Warburton	John Warburton	Complete	100%	01/08/25	31/05/26
157 Rod Munn Bypass P00 Report		2140239	DOPEX	\$59,805.00	\$59,805.00	\$175.00	\$8,328.95	\$8,503.95	\$51,301.05	Low	Nb: the Budget listed (PWO Consultancy) is not all for Rod Munn P00 Project	Infrastructure Services	John Warburton	John Warburton	On Track	0%	01/08/25	31/05/26
158 NDVC Monopoly Board Game Project		2130214 MON0801	DOPEX	\$0.00	\$100,000.00	\$600.00	\$0.00	\$600.00	\$99,400.00	Low	In progress.	Corporate & Community Services	Ian Graham	Regina Razumovskaya	On Track	30%	01/09/25	31/05/26
160																		
161																		
162																		
163																		
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165																		
166																		

### 10.3.3 BUDGET REVIEW 2025/26

File Reference	12.8.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Nil
Previous Item Numbers	Nil
Date	16 February 2026
Author	Belinda Knight - Manager Corporate Services
Authorising Officer	Ian Graham - Executive Manager Corporate & Community Services
Attachments	1. 2025/26 Annual Budget Review

#### Summary

Council is requested to consider the proposed budget amendments, as detailed in the attached spreadsheet, and adopt the Shire's 2025/26 Budget Review.

#### Background

The budget review is based on the Shire's January 2026 year to date actual financial balances and was completed on 17 February 2026. The Executive Manager Corporate and Community Services and Manager Corporate Services engaged the Executive and Managers to determine any significant budget variances. The outcome of these consultations has contributed to variations identified in the attached spreadsheet.

It is noted that Council has previously considered and adopted other minor amendments to the 2025/26 budget during the 2025/26 financial year.

#### Consultation

The Executive Manager Corporate & Community Services and the Manager Corporate Services engaged with the Chief Executive Officer and the Executive in undertaking the review during late January and early February 2026.

This review included an analysis of the actual year to date levels of expenditure and income in comparison to the original budget allocations and that which is forecast to 30 June 2026.

#### Statutory Environment

Regulation 33A of the Local Government (Financial Management) Regulations 1996 - Review of budget, requires:

- (1) *Between 1 January and the last day of February in each financial year a local government is to carry out a review of its annual budget for that year.*
- (2A) *The review of an annual budget for a financial year must —*
  - (a) *consider the local government's financial performance in the period beginning on 1 July and ending no earlier than 31 December in that financial year; and*

- (b) consider the local government’s financial position as at the date of the review; and
  - (c) review the outcomes for the end of that financial year that are forecast in the budget; and
  - (d) include the following —
    - (i) the annual budget adopted by the local government;
    - (ii) an update of each of the estimates included in the annual budget;
    - (iii) the actual amounts of expenditure, revenue and income as at the date of the review;
    - (iv) adjacent to each item in the annual budget adopted by the local government that states an amount, the estimated end-of-year amount for the item.
- (2) The review of an annual budget for a financial year must be submitted to the council on or before 31 March in that financial year.
- (3) A council is to consider a review submitted to it and is to determine\* whether or not to adopt the review, any parts of the review or any recommendations made in the review.
- (4) Within 14 days after a council has made a determination, a copy of the review and determination is to be provided to the Department.

### Policy Implications

The Council’s Policy Manual contains no policies that relate and nor are there any proposed.

### Sustainability & Climate Change Implications

*Environmental* - There are no significant identifiable environmental impacts arising from adoption of the officer’s recommendation.

*Economic* - There are no significant identifiable economic impacts arising from adoption of the officer’s recommendation.

*Social* - There are no significant identifiable social impacts arising from adoption of the officer’s recommendation.

### Financial Implications

The 2025/26 Budget materiality variance was adopted at Council’s Meeting held on 23 July 2025 (Council Resolution 230725.06). A variance of a percentage equal to or greater than 10% and a value equal to or greater than \$15,000 for the 2025/26 financial year must be reported. This Policy was applied in this Budget Review.

The 2025/26 amended budget closing surplus/(deficit) is \$0, unchanged from the 2025/26 adopted original budget closing surplus/(deficit) of \$0.

### Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Outcome:	4.	Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Strategy:	4.1	An efficient and effective organisation

Strategy:	4.1.1	Continually improve operational efficiencies and provide effective services
Strategy:	4.1.2	Continue to enhance communication and transparency

### Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to conduct a budget review would be in breach of legislation and would increase the risk of a negative impact on the Shire's end of year financial position. As the budget review is a legislative requirement, non-compliance may result in a qualified audit.	Rare (1)	Moderate (3)	Low (1-4)	Compliance Requirements	Adopt the budget review with amendments as proposed.

### Risk Matrix

Consequence Likelihood		Consequence				
		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of three (3) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

### Comment/Conclusion

The Budget has been reviewed to continue to deliver on strategies adopted by the Council and maintains a high level of service across all programs. Budget adjustments made throughout 2025/26, in accordance with previous Council resolutions, have been taken into account in the review and the attachment to this report outlines additional proposed budget variations.

The budget review, after allowing for all these adjustments, shows an estimated forecast surplus position/(deficit) position as at 30 June 2026 of \$0.

## Voting Requirements

Absolute Majority

### **OFFICERS' RECOMMENDATION**

That Council adopt the Budget Review, including endorsement of proposed amendments to the 2025/26 Municipal Budget as detailed in Attachment 1.

SHIRE OF NARROGIN  
2025/26 BUDGET REVIEW  
FOR THE PERIOD ENDED 31 JANUARY 2026

GL/Job	Description	Classification	Increase in		Decrease in	Amended	
			Non Cash	Available			
			Adjustment	Cash	Cash	Balance	
			\$	\$	\$	\$	
				1,216,750		1,216,750	Increase in Surplus B/fwd (2024/25 Audited Actual vs Budget)
5130255	TOUR - New Loan Borrowings (Caravan Park Units)	Capital revenue			(1,500,000)	(1,500,000)	Loan received in 2024/2025 year (prior to 30/06/2025)
3030120	RATES - Ex-Gratia Rates	Operating revenue		4,200		4,200	Increase in actual ex-Gratia Rates received against budget
3030129	RATES - Account Enquiry Charges	Operating revenue		16,000		16,000	Increase in property transfers
3030125	RATES - Penalty Interest Received	Operating revenue		16,810		16,810	Increase in actual interest on rates received against budget
3030200	GENGRANT - Financial Assistance Grant - General	Operating revenue			(227,995)	(227,995)	WALGGC Grant - adjustment to actual following final calculations
3030201	GENGRANT - Financial Assistance Grant - Roads	Operating revenue			(140,970)	(140,970)	WALGGC Grant - adjustment to actual following final calculations
3040201	OTHGOV - Reimbursements	Operating revenue		13,600		13,600	Contributions from other LG's (Advocacy) -WA Renewables CBF Guidelines
2050113	FIRE - ESL Payable on Shire Buildings	Operating expenses		10,000		10,000	ESL on Shire buildings allocated to individual buildings
3050204	LGGS Grant	Operating revenue		19,600		19,600	LGGS additional grant funding to cover 2024/25 overspend
2050316	ANIMAL - Fringe Benefits Tax (FBT)	Operating expenses		12,805		12,805	FBT exempt on Ranger vehicles
PA11	Replacement Homecare Minibus	Capital expenses		90,000		90,000	Minibus replacement not proceeding due to transition out of homecare
5080450	Proceeds on Disposal of Assets	Capital revenue			(35,000)	(35,000)	Minibus replacement not proceeding due to transition out of homecare
5080452	CHCP - Transfers From Reserve	Capital revenue			(55,000)	(55,000)	Minibus replacement not proceeding due to transition out of homecare
2100101	SAN - Waste - Landfill Management	Operating expenses			(130,000)	(130,000)	Increase in Landfill Management (new contract awarded Nov. 2025)
W010	Tip Maintenance (Shire)	Operating expenses			(25,000)	(25,000)	Increase in Works Tip operations costs
3100100	SAN - Domestic Refuse Collection Charges	Operating revenue		35,000		35,000	Increase in actual fees & charges collected against budget
3100105	SAN - Domestic Recycling Service	Operating revenue		11,500		11,500	Increase in actual fees & charges collected against budget
2100200	SAN - Other Collection	Operating expenses		12,500		12,500	Transfer to correct G/L
2100201	SANOTH - Street Bin Collections	Operating expenses		70,000		70,000	Transfer to correct G/L
5110152	LotteryWest - Town Hall Upgrade grant	Capital expenses		31,000		31,000	Increase in Grant funds against budget
BC301	Town Hall Improvements	Capital expenses			(241,110)	(241,110)	Combine all Town Hall Building Projects into Job BC301
BC181	Town Hall Upgrade	Capital expenses		81,110		81,110	Combine all Town Hall Building Projects into Job BC301
BC300	Town Hall Improvements - Reverse cycle A/C	Capital expenses		10,000		10,000	Combine all Town Hall Building Projects into Job BC301
BC302	Town Hall Improvements - Rigging Upgrade	Capital expenses		150,000		150,000	Combine all Town Hall Building Projects into Job BC301
PE084	NRLC Upgrade works (LRCIP Phase 4)	Capital expenses			(42,000)	(42,000)	2024/2025 project not carried forward, funded by Phase 1 funding below
3110228	NRLC - Grant (LRCIP Phase 1)	Capital revenue		42,000		42,000	Phase 1 LRCIP Grant funding for 2022/23 received 2025/26 (timing difference)
3120500	Licencing - Commissions	Operating revenue		37,000		37,000	Increase in DoT commissions against budget
3110503	LIB - Contributions & Donations	Operating revenue		9,500		9,500	Shire of Cuballing contribution (2 x years)
2120200	ROADM - Road Maintenance	Operating expenses		208,400		208,400	Predicted savings
2140523	ADMIN - Information Systems	Operating expenses			(120,000)	(120,000)	Transfer to correct G/L
2140528	ADMIN - Consultants	Operating expenses		120,000		120,000	Transfer to correct G/L
IO138	Narrogin Speedway Lighting Upgrade Project	Capital expenses		285,900		285,900	Project not proceeding in 2025/2026
5110344	Grant - Narrogin Speedway Lighting Upgrade Project	Operating revenue			(95,300)	(95,300)	Project not proceeding in 2025/2026
5110345	Contribution - Narrogin Speedway Lighting Upgrade Project	Operating revenue			(95,300)	(95,300)	Project not proceeding in 2025/2026
BC298	NRLC - 24 Hours Gym	Capital expenses			(32,000)	(32,000)	Insufficient budget following completion of project
BC310	NRLC - Fan to Courts	Capital expenses			(25,000)	(25,000)	Insufficient budget following completion of project
2110241	NRLC - Utility - Electricity	Operating expenses		105,000		105,000	Budget savings due to introduction of energy efficiency technology in prior year
2110242	NRLC - Utility - Gas	Operating expenses		205,000		205,000	Budget savings due to introduction of energy efficiency technology in prior year
PE073	NRLC - Pool Liner	Capital expenses			(250,000)	(250,000)	Replacement of swimming pool liner - urgent, unbudgeted
5110253	NRLC Reserve - Transfer from Reserve	Capital revenue		250,000		250,000	Replacement of swimming pool liner - urgent, unbudgeted
2040112	Election Expenses	Operating expenses			(29,000)	(29,000)	Expense missed in budget preparation process
BM210	Good Shed Building Maintenance	Operating expenses		25,000		25,000	Goods Shed - transfer from maintenance budget to fund overspend on capital project
BC278	Good Shed Roof and Wall Restoration	Capital expenses			(25,000)	(25,000)	Goods Shed - completed capital project over budget
2140506	ADMIN- Recruitment	Operating expenses			(20,000)	(20,000)	CEO Recruitment - not budgeted
FE048	CCTV Server Replacement	Capital expenses		14,000		14,000	CCTV Server replacement unbudgeted
5140560	IT and Office Equipment Reserve - Transfer from Reserve	Capital revenue			(14,000)	(14,000)	Transfer from Reserve for CCTV Server replacement
				5,720,875	(5,720,875)	0	

## 10.4 OFFICE OF THE CHIEF EXECUTIVE OFFICER

### 10.4.1 PROPOSED LEASE OF 30 GRAY STREET, NARROGIN TO ZAYDON GROUP (BARRA EARLY LEARNING)

File Reference	A319600
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Zaydon Group Pty Ltd (trading as Barra Early Learning)
Previous Item Numbers	240925.06
Date	4 February 2026
Author	Danielle van Rooyen - Business Development and Innovation Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	1. Draft Lease – 30 Gray Street

#### Summary

Council is requested to consider the leasing of 30 Gray Street, Narrogin, to Zaydon Group (Barra Early Learning) on negotiated lease terms.

#### Background

30 Gray Street, Narrogin is the former East Narrogin Primary School Kindergarten, comprising a 2,317m<sup>2</sup> site with a purpose-built early childhood education facility. The property has been vacant for many years and, due to its existing design and residential location, is well suited to childcare or similar community uses. A market rental valuation undertaken in 13 November 2025 assessed a fair annual rent of approximately \$15,800 + GST per annum plus outgoings.

To determine an appropriate future use for the property, the Shire undertook an Expressions of Interest process on 24 September 2025 where Council subsequently resolved as follows:

*“That with respect to proposed future use of 30 Gray Street, Narrogin, Council:*

- 1) Endorse Zaydon Group (Barra Early Learning) as the preferred applicant for the lease of 30 Gray Street, Narrogin;*
- 2) Request the Chief Executive Officer to seek a current commercial valuation to assess market rent versus discount sought;*
- 3) Request the Chief Executive Officer to negotiate draft lease terms and conditions with the preferred proponent, including matters relating to rent, maintenance, compliance, and financial obligations; and*
- 4) Request that the Chief Executive Officer present the negotiated draft lease to Council for final approval prior to execution.”*

## Consultation

The Business Development and Innovation Officer (BDIO) consulted with an independent licensed Valuer, the Chief Executive Officer and Zaydon Group.

## Statutory Environment

The following legislation is relevant to the proposal:

- Local Government Act 1995, section 3.58 (disposal of land by private treaty); and
- Local Government (Functions and General) Regulations 1996, regulation 30.

As a result of the above sections, the proposed lease will be advertised for 14 days, via local public notice, inviting submissions to the proposed lease, term, rent, and the market valuation. Any adverse submissions will be referred to Council for determination.

The property is subject to a Management Order in favour of the Shire of Narrogin over Reserve 22424, classified for the purpose of a Kindergarten Site.

Under the proposed Shire of Narrogin Local Planning Scheme No. 3, the land is zoned Public Purpose Education, which a Childcare Centre is considered an appropriate use, subject to the relevant planning approval and advertising requirements.

Prior to commencement of operations, the proponent will be required to obtain all necessary planning and statutory approvals, including:

- approval of a Development Application from the local authority;
- Minister for Lands' consent to the lease, as required for land held as Reserve/Crown land; and
- the relevant childcare service licence from the Department of Communities.

## Policy Implications

The Council's Policy Manual contains no policies that relate and nor are there any proposed.

## Sustainability & Climate Change Implications

*Environmental* – There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.

*Economic* – The proposed lease facilitates private investment of approximately \$100,000 into a Shire-owned asset, improving the condition and long-term value of the property. The establishment of a childcare facility is expected to support local employment and contribute to workforce participation by improving access to childcare services in Narrogin. The lease also enables activation of an otherwise vacant property, providing an ongoing economic benefit to the local community.

*Social* – The proposed lease supports the provision of childcare services within Narrogin, which contributes to community wellbeing and supports families by improving access to early childhood education and care. Activation of the site also enhances use of an existing community asset and supports local service availability.

## Financial Implications

The proposed lease will generate rental income of \$6,500 per annum plus GST, payable monthly in advance, following a six-month rent-free period. A market rental valuation dated 13 November 2025 assessed the market rent for the property at \$15,800 per annum plus GST.

The negotiated lease terms reflect the tenant's proposed capital investment of approximately \$100,000 in upgrading the premises to a compliant childcare facility, resulting in a reduced ongoing maintenance and capital upgrade burden for the Shire. The proposal also facilitates the activation of a currently vacant Shire-owned asset, generating ongoing revenue where none is currently received.

The lease provides for the rent to be reassessed at the conclusion of the initial 5-year lease period, ensuring the rental return may be reviewed in line with prevailing market conditions.

### Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective:	1.	Economic Objective (Support growth and progress, locally and regionally)
Outcome:	1.1	Growth in revenue opportunities
Strategy:	1.1.1	Attract new industry, business, investment and encourage diversity whilst encouraging growth of local business
Objective:	2.	Social Objective (To provide community facilities and promote social interaction)
Outcome:	2.5	A broad range of quality education services and facilities servicing the region
Strategy:	2.5.1	Advocate for increased education facilities for the region
Strategy:	2.5.2	Advocate for and support increased education services
Objective:	3.	Environment Objective (Conserve, protect and enhance our natural and built environment)
Outcome:	3.4	A well maintained built environment
Strategy:	3.4.1	Improve and maintain built environment
Objective:	4.	Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1	An efficient and effective organisation

### Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
That the lease of a second Shire-owned premises for childcare may impact the financial viability or sustainability of one or more existing childcare operators within the Shire.	Unlikely (2)	Moderate (3)	Medium (5-9)	Asset Sustainability	Anecdotal advice indicates that there is strong demand for additional Childcare and Outside of School Hours services, thus the residual risk is low and acceptable.

## Risk Matrix

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and risk rating of six (6) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

### Comment/Conclusion

The proposed lease for 30 Gray Street, Narrogin reflects the outcome of the Expressions of Interest process endorsed by Council and the subsequent negotiation of lease terms authorised under Council's resolution of 24 September 2025. The negotiated terms support the activation of a currently vacant Shire-owned asset for an appropriate community purpose and facilitate approximately \$100,000 in tenant-funded capital investment to upgrade the premises to a compliant childcare facility.

The proposed lease provides for an initial five-year term, including a six-month rent-free period and an ongoing rent of \$6,500 per annum plus GST payable monthly in advance, balancing financial return with reduced capital and maintenance obligations for the Shire. The proposal supports the delivery of additional childcare services within Narrogin, complementing existing provision.

Narrogin is currently serviced by Regional Early Education and Development Inc. (REED), which operates from Shire-owned premises at 6 William Kennedy Way, Narrogin under a lease extending to 2034. The proposed lease at 30 Gray Street would provide additional childcare service capacity and does not affect existing lease arrangements, having regard to identified demand for childcare services within the community.

Approval of the lease represents sound asset management, providing certainty of use and income, supporting essential community services, and enabling long-term improvement of a Shire-owned property.

It is noted that the Shire's standard lease template includes a provision allowing either party to terminate the lease for any reason on six (6) months' written notice. In this instance, that standard termination provision has been removed to align with the agreed lease period, having regard to the proposed tenant-funded capital investment of approximately \$100,000 and the intended long-term use of the property as a childcare facility. This approach provides greater certainty for both parties and appropriately reflects the level of investment being undertaken in the Shire-owned asset.

## Voting Requirements

Simple Majority

### **OFFICERS' RECOMMENDATION**

That with respect to proposed lease of 30 Gray Street, Narrogin, Council:

- 1) Approve the lease of 30 Gray Street, Narrogin to Zaydon Group (Barra Early Learning), for a ten-year term, at a rent of \$6,500 per annum plus GST, payable monthly in advance, including a six (6) month rent-free period, with rent to be reviewed at the conclusion of the initial five-year lease period, with occupation and lease to be subject to the following:
  - a) Approval of the Minister for Lands;
  - b) No adverse submissions being received during the local public notice advertising, pursuant to section 3.58 of the Local Government Act 1995; and
  - c) Development Approval from the Shire of Narrogin.
- 2) Subject to Part 1, authorise the Shire President and Chief Executive Officer to affix the Common Seal and execute the lease in the substantive form of Attachment 1.

# Lease Lot 1623, 30 Gray Street Narrogin on Reserve 22424

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Shire of Narrogin

&

Zaydon Group Pty Ltd (Trading as Barra Early  
Learning)

# Copyright notice

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# Details

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## Parties

### Shire of Narrogin

of PO Box 1145, Narrogin, Western Australia  
(Lessor)

### Zaydon Group Pty Ltd (ABN 56 682 301 908)

of PO XX  
(Lessee)

## Background

- A The Lessor has the care, control and management of the Land pursuant to a management order.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Lease.

## Agreed terms

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### 1. Definitions

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

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

**Basic Consideration** means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

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

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

**Common Areas** means the areas of the Land the Lessor provides for common use and includes car parks, footpaths, toilets, access ways, entrances and stairs;

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

**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 rent review process described in **clause 5.3**;

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

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

**Facilities** mean lavatories, sinks, drains, drainage or other sewerage or plumbing facilities, and gas or electrical fittings or appliances, telecommunications fittings or appliances, kitchen fittings and appliances, air-conditioning fittings and equipment, fire equipment and lifts and escalators (if any) and any other mechanical, electric, hydraulic or electronic service including pipes, wires, and cables the Lessor provides for the common use of users and occupiers of the Land, but does not include the services flowing or being conducted through those facilities;

**Further Terms** means the further terms (if any) specified in **Item 3** of the Schedule;

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

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

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

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

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

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

**Guarantor** means the person or persons listed in **Item 10** of the Schedule;

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

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

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

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

**Lessee’s Agents** includes:

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

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

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

**Lessor's Fixtures and Fittings** means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term, and includes without limitation the items (if any) listed in **Annexure 4**;

**Market Review** means the rent review process specified in **clause 5.4**;

**Mechanical Services** means all air conditioning, heating or ventilation equipment, fire protection systems, automatic door systems, lifts, elevators and public address and communication systems in the Premises or the Land;

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

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

**Permitted Purpose** means the purpose or purposes set out in **a)** of the Schedule;

**Premises** means the area of the Land to be leased to the Lessee as more particularly described at **Item 1** of the Schedule;

**Rent** means the rent specified in **Item 5** of the Schedule as varied from time to time under this Lease;

**Rent Review Date** means a date identified in **Item 8** of the Schedule;

**Reservations** means the right of the Lessor to use the exterior walls and the roof of the Premises for advertising and other purposes and the right of the Lessor to install, maintain, use, repair, alter and replace, pipes, ducts, conduits and wires leading through the Premises and to pass and run gas water heat oil electricity and other power telephone lines and air-conditioning through such pipes ducts and conduits and wires, and to enter and remain on the Premises with or without workmen, contractors, employees and materials, plant and equipment for such purposes;

**Schedule** means the Schedule to this Lease;

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

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

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

**Termination** means the date of:

- (a) expiry of the Term or any Further Term by effluxion of time;

- (b) sooner determination of the Term or any Further Term; or
- (c) determination of any period of holding over; 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. Grant of lease

- (1) Subject to paragraph (2), the Lessor leases to the Lessee the Premises for the Term subject to:
  - (a) all Encumbrances and Reservations;
  - (b) the payment of the Amounts Payable; and
  - (c) the performance and observance of the Lessee's Covenants.
- (2) This Lease 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 Lease annexed hereto as **Annexure 2**.

## 3. Quiet enjoyment

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

## 4. Rent and other payments

### 4.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

### 4.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
  - (a) local government rates, services and other charges, including but not limited to rubbish collection charges and the emergency services levy;
  - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
  - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring or telephone connection AND where possible the Lessee 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 Lessee; and

- (d) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 4.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

### **4.3 Interest**

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

### **4.4 Costs**

- (1) The Lessee covenants with the Lessor to pay to the Lessor on demand:
- (a) the Lessor's administration fee for preparation and execution of this Lease;
  - (b) the valuation fees (if any) incurred by the Lessor in determining the market review rent at the commencement of this Lease;
  - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies;
  - (d) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease; and
  - (e) all registration fees in connection with this Lease (if any).
- (2) The Lessee covenants with the Lessor to pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
  - (b) any breach of covenant by the Lessee or the Lessee's Agents;
  - (c) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
  - (d) any work done at the Lessee's request; and
  - (e) any action or proceedings arising out of or incidental to any matters referred to in this clause or any matter arising out of this Lease.

### **4.5 Payment of Money**

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

#### 4.6 Accrual of amounts payable

The parties agree that Amounts Payable accrue on a daily basis.

### 5. Rent Review

#### 5.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

#### 5.2 Methods of Review

The basis for each rent review is as identified for each Rent Review Date in **Item 8** of the Schedule.

#### 5.3 CPI Review

- (1) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date.
- (2) If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period.
- (3) Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 5.4(d)**.

#### 5.4 Market Review

A rent review based on a market review will establish the current market rent for the Premises by agreement between the Parties and failing agreement will be determined in accordance with the following provisions:

- (a) The Lessor shall notify the Lessee of the amount that it reasonably considers is the current market rent for the Premises.
- (b) If the Lessee does not dispute the amount notified, that amount becomes the Rent.
- (c) If the Lessee disputes the current market rent, it must notify the Lessor of that dispute (**Dispute Notice**) within 14 days after receiving the Lessee's notification. The Lessee must comply with this time limit to dispute the notified amount.
- (d) If the Lessee gives a Dispute Notice to the Lessor, then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978 (WA)*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).

- (e) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.
- (f) In this clause, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for rental for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
  - (i) any improvements made or effected to the Premises by the Lessee; and
  - (ii) any rent free periods, discounts or other rental concessions.

## **5.5 Rent will not decrease following Review**

Notwithstanding the provisions in this clause, the Rent following any Rent review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

## **5.6 Lessor’s right to review**

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

# **6. Insurance**

## **6.1 Public Liability Insurance**

The Lessee must effect and maintain with insurers approved by the Lessor noting the Lessor and the Lessee for their respective rights and interests in the Premises for the time being adequate public liability insurance for a sum not less than the sum set out at **Item 7** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

## **6.2 Lessor to obtain building insurance**

- (1) The Lessor will obtain building insurance for any of its buildings constructed on the Premises and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom. For the avoidance of doubt, the parties agree:
  - (a) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
  - (b) such insurance will include insurance for the full replacement value of such buildings.

## **6.3 Contents Insurance**

The Lessee must effect and maintain insurance to cover the Lessee’s fixtures and fittings against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

## **6.4 Details and receipts**

In respect of the insurances required by this clause, the Lessee must:

- (a) supply to the Lessor annually on each anniversary of the Commencement Date and upon written demand details of the insurances and copies of the certificates of currency in relation to those insurances; and
- (b) notify the Lessor immediately:
  - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
  - (ii) when a policy of insurance is cancelled.

## **6.5 Not to invalidate**

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

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

## **6.6 Report**

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

- (a) any damage to the 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 Premises or to any person in or on the Premises.

## **6.7 Lessee's equipment and possessions**

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

# **7. Indemnity**

## **7.1 Lessee responsibilities**

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

## 7.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor and/or the Minister for Lands, or brought, maintained or made against the Lessor and/or the Minister for Lands, in respect of:
- (a) any loss whatsoever (including loss of use);
  - (b) injury or damage of, or to, any kind of property or thing; and
  - (c) the death of, or injury suffered by, any person,
- caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
  - (e) any work carried out by or on behalf of the Lessee on the Premises;
  - (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
  - (g) the presence of any Environmental Contamination or pollution in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
  - (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
  - (i) an act or omission of the Lessee.

## 7.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 7.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease 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 Lease.

## 7.4 No indemnity for Lessor's negligence

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

## **7.5 Release**

- (1) The Lessee:
  - (a) agrees to occupy and use the Premises at the risk of the Lessee; and
  - (b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:
    - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by the Lessee;
    - (ii) loss of or damage to the Premises or personal property of the Lessee; and
    - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Environmental Contamination or pollution in, on or under the Premises or surrounding areaexcept to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.
- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease 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 Lease.

## **7.6 Limit of Lessor's liability**

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

# **8. Maintenance, repair and cleaning**

## **8.1 Maintenance generally**

- (1) Subject to paragraph (3) below, the Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
  - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents; and
  - (b) in respect of any structural or capital maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or

omission of or on the part of the Lessee or the Lessee's Agents, or by the Lessee's particular use or occupancy of the Premises.

(2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing or repairing in or on the Premises:

- (a) any electrical fittings and fixtures;
- (b) any plumbing;
- (c) any air-conditioning fittings and fixtures;
- (d) any gas fittings and fixtures; and
- (e) any painting

use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

(3) For the avoidance of doubt, the Lessee is responsible for minor internal repairs to the Premises. For example, repair and replacement of door handles, door locks, light fittings, globe replacement, and internal glass breakages.

(4) For the avoidance of doubt, the Lessor is responsible for all structural repairs, sewerage, plumbing, electrical, air-conditioning and external glass breakages to the Premises EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.

(5) Notwithstanding paragraph (4) above, the Lessee acknowledges and agrees that the Lessor may have limited, or no, funds set aside within its budget for structural maintenance of the Premises, and as a consequence the Lessor 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 Lessor's Council has approved such expenditure.

(6) Notwithstanding any other provision of this Lease, the Lessee will be responsible for any repair or replacement which is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.

## **8.2 Comply with all reasonable conditions**

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

## **8.3 Comply with all reasonable conditions**

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

#### **8.4 Cleaning**

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

#### **8.5 Pest control**

- (1) The Lessee must keep the Premises free of any vermin or any other recognised pests and the cost of extermination will be borne by the Lessee.
- (2) The Lessor will arrange for termite inspections to be undertaken and the cost will be borne by the Lessor.

#### **8.6 Lessor's Fixtures and Fittings**

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings:

- (a) will remain the property of the Lessor and must not be removed from the Premises at any time; and
- (b) must be present and accounted for at the termination of each twelve month period of the Term.

#### **8.7 Responsibility for Securing the Premises**

The Lessee must ensure the Premises, including Lessor's Fixtures and Fittings, are appropriately secured at all times.

#### **8.8 Maintain surroundings**

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings including but not limited to any flora, gardens lawns, shrubs, hedges and trees.
- (2) The Lessee must comply with and implement any landscaping, reticulation and similar plans approved by the Lessor (in its capacity as responsible local authority) pursuant to any condition or conditions of development approval for the Premises.
- (3) The Lessee must care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (4) Unless permitted to do so under a development approval, the Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

#### **8.9 Comply with Maintenance Schedule**

- (1) The Lessee shall comply with the Lessee's maintenance obligations as set out in the Maintenance Schedule annexed as **Annexure 3**.
- (2) The Lessor shall use reasonable endeavours, subject to any budgetary and resourcing constraints, to comply with the Lessor's maintenance obligations as set out in the Maintenance Schedule annexed as **Annexure 3**.

## 8.10 Acknowledgement of state of repair of Premises

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

## 9. Alterations

### 9.1 Restriction

- (1) The Lessee must not without prior written consent:
  - (a)
    - (i) from the Lessor;
    - (ii) from any other person from whom consent is required under this Lease;
    - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
  - (b) install any new signage;
  - (c) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
  - (d) remove alter or add to any fixtures, fittings or facilities in or on the Premises.
- (2) The Lessee acknowledges and agrees that all alterations must be in strict accordance with any planning or building approvals for such alterations.

### 9.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 9.1** the Lessor may:
  - (a) consent subject to conditions; and
    - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent;
    - (ii) require that work be carried out in accordance with the Building Code of Australia; and
    - (iii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
  - (b) if the Lessor consents to any matter referred to in **clause 9.1**:

- (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
- (ii) the Lessee must apply for and obtain all such consent, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions and must strictly comply with such consents or approvals.

### **9.3 Cost of Works**

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

### **9.4 Conditions**

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

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

## **10. Use**

### **10.1 Restrictions on use**

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

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

## **10.2 Keys and access**

- (1) The Lessee must take appropriate measures to ensure the security of keys and access cards to the Premises, at all times.
- (2) Unless otherwise approved by the Lessor in writing, the Lessee must not have additional sets of keys or access cards copied or cut.
- (3) The Lessee must notify the Lessor of any loss of keys or access cards immediately. The Lessor will arrange for replacement keys to be issued to the Lessee at the Lessee's cost, to ensure all keys conform to the Lessor's master keys.
- (4) The Lessee must not change any of the Premises' locks, without the prior approval of the Lessor. If the locks are changed the Lessee must provide the Lessor with keys to access all areas of the Premises.
- (5) If the Lessor requires access to the Premises pursuant to its powers under this Lease, and is unable to access the Premises due to an unauthorised change in locks, the Lessor may take all such measures to enter the Premises and to re-secure the Premises, and the Lessee will bear all costs associated with such measures.

## **10.3 Operation of Business**

- (1) The Lessee must:
  - (a) conduct its business on the Premises at all times in a proper efficient and reputable manner and must not use the Premises nor permit the Premises to be used for any illegal, immoral or improper use or purpose;
  - (b) not without the prior written consent of the Lessor use or permit to be used any other method in lighting the Premises other than by electricity and will not use or permit or suffer to be used any method of heating other than by electricity, gas or oil;
  - (c) keep in force all licences and permits required for the carrying on of any business conducted by it in or upon the Premises; and
  - (d) deliver to the Lessor any notices or orders served on or received by the Lessee in respect of the Premises or the conduct of the Lessee's business on the Premises.

## **10.4 Lessee to Observe Copyright**

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

## **10.5 Minimise nuisance to neighbours**

- (1) The Lessee acknowledges that the Premises are located in close proximity to other premises.
- (2) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding premises, particularly during and following social events held at the Premises.

- (3) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding premises.

## **10.6 No Warranty**

The Lessor gives no warranty:

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

## **10.7 Premises Subject to Restriction**

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

# **11. Common Areas**

## **11.1 Lessee's covenants and acknowledgements**

- (1) The Lessee may use the Common Areas in common with other tenants of the Land.
- (2) The Lessee shall not use the Common Areas or any Facility or any Mechanical Service, item of plant and equipment or Lessor's fixture for a purpose other than that for which was designed or for which it is designated by the Lessor.
- (3) The Lessee shall not do or omit to do any act or thing which might cause or allow the Common Areas or any Facility or any Mechanical Service:
  - (a) to deteriorate or become impaired except for fair wear and tear;
  - (b) to be in a condition other than a good and sanitary condition; or
  - (c) to be obstructed.

## **11.2 Lessor's reservations**

The Lessor may cancel, suspend, vary or restrict the Lessee's rights in relation to the Common Areas:

- (a) to enable work to be carried out;
- (b) to comply with the law or with the Lessor's obligations to any third party; or
- (c) in the interests of good building management,

but in so doing, the Lessor must not prevent access to the Premises or otherwise materially impair the Lessee's use and enjoyment of the Premises during the Lessee's normal hours of use of the Premises.

## **11.3 Lessee to comply with Lessor's directions**

The Lessee must:

- (a) comply with and observe the reasonable requirements of the Lessor in relation to the use and handling of the plant and equipment or any amenity or Facility; and
- (b) not do anything which might interfere with or impair the efficient operation of the plant and equipment or any amenity or Facility, unless as otherwise agreed between the parties.

#### **11.4 Comply with Rules and Regulations in relation to Common Areas**

The Lessee must comply with all rules and regulations made by the Lessor with respect to the Common Areas.

#### **11.5 Damage to Common Areas**

The Lessee must make good any breakage defect or damage to the Common Areas or to any other part of the Land or any appurtenance or equipment of Facility or Mechanical Service therein caused by want of care misuse or abuse on the part of the Lessee or the Lessee's Agents or by any breach of this Lease by the Lessee.

## **12. Lessor's right of entry**

### **12.1 Entry on Reasonable Notice**

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

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

### **12.2 Costs of Rectifying Breach**

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 12.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand

### 12.3 Notice to Relet

During the last three (3) months prior to the expiry of the Lease the Lessee must:

- (a) permit the Lessor to affix upon any part of the Premises a notice for reletting the same;
- (b) not remove, conceal or deface such notice to relet; and
- (c) permit intending tenants at all reasonable times to view the Premises.

## 13. Performance Bond

### 13.1 Performance Bond

Prior to execution of this Lease, the Lessee must give the Lessor:

- (a) an unconditional and irrevocable undertaking from a bank or financial institution authorised to carry on banking in Australia under the *Banking Act 1959* in favour of the Lessor and in a form reasonably satisfactory to the Lessor; or
- (b) a cash bond,

in the terms provided in **clauses 13.2 to 13.5 (Performance Bond)**.

### 13.2 Purpose of the Performance Bond

The Lessee covenants and agrees that in respect of the Performance Bond it authorises the Lessor to draw on the Performance Bond:

- (a) if any Amounts Payable remain unpaid for 7 days after becoming due whether or not a demand or Notice has been given to the Lessee; or
- (b) to recover the cost to the Lessor of rectifying any breach of any of the Lessee's Covenants (other than the covenant to pay the Amounts Payable) which has not been rectified by the Lessee within 14 days of being notified of the breach.

### 13.3 Term of Performance Bond

The Performance Bond must be enforceable at all times for:

- (a) the Term of the Lease;
- (b) any further term, extension or holding over; and
- (c) a period of three months after termination of the Lease.

### 13.4 Amount of Performance Bond

The amount of the Performance Bond shall be at any point in time during the Term or any Further Term be equal to the sum specified in **Item 9** of the Schedule. For the avoidance of doubt, the Lessee acknowledges that if the Rent is increased following a Rent Review, or if the Lessor draws upon the Performance Bond at any time during the Term, the Lessee will be

required to provide a supplementary or replacement Performance Bond such that the amount of the Performance Bond always equals the amount specified in **Item 9** of the Schedule

### **13.5 Cost of Performance Bond**

Any costs associated with meeting this obligation will be paid by the Lessee.

### **13.6 Return of Performance Bond**

The Lessor shall return the Performance Bond (or any remaining portion of the Performance Bond) after three months after termination of the Lease.

## **14. Personal Guarantee**

### **14.1 Personal Guarantee**

In consideration of the Lessor entering into a Lease with the Lessee at the request of the Guarantor, the Guarantor hereby jointly and severally:-

- (a) GUARANTEES payment by the Lessee of the Amounts Payable by the Lessee to the Lessor pursuant to this Lease and the observance and performance by the Lessee of the Lessee's Covenants;
- (b) AGREES that if any money payable by the Lessee to the Lessor pursuant to the terms of this Lease shall not be recoverable from the Guarantor under this Guarantee by reason of any legal limitation disability or incapacity on or of the Lessee or by reason of any avoidance of the liability of the Lessee or of any other fact or circumstances then the Guarantor will hold the Lessor fully indemnified at all times against all loss or damage which the Lessor may suffer or incur by reason of any limitation disability incapacity failure fact or circumstances.

**(Personal Guarantee)**

### **14.2 Guarantor's Covenants**

The Guarantor covenants and agrees with the Lessor as follows:

- (a) To pay all moneys due and payable to the Lessor by the Lessee under this Lease upon demand.
- (b) The liability of the Guarantor will not be affected by:
  - (i) the granting of any time or other indulgence by the Lessor to any person;
  - (ii) any compounding compromise release abandonment waiver variation or renewal of any term of this Lease or of the right of the Lessor or any omission;
  - (iii) the avoidance of any payment by the Lessee or the Guarantor to the Lessor;
  - (iv) any other dealing matter or thing which but for this provision operates to affect the liability of the Guarantor.
- (c) This Personal Guarantee is an irrevocable and continuing Personal Guarantee and will remain in effect for the benefit of the Lessor in respect of all liabilities of the Lessee arising from this Lease both before and after the determination of the Term.

- (d) All benefits or moneys received by the Lessor from or on account of the Lessee capable of being applied by the Lessor in reduction of any money owing to the Lessor will be taken and applied by the Lessor as payment in gross without any right of the Guarantor to claim any benefit from any moneys so received by the Lessor.
- (e) Upon liquidation or bankruptcy of the Guarantor the Lessor will be entitled to prove for the total indebtedness of the Lessee under this Lease for the Term notwithstanding that the Rent or other moneys payable by the Lessee to the Lessor under this Lease are not due and payable at the date of the liquidation or bankruptcy of the Guarantor.
- (f) The indemnity given in this clause by the Guarantor will be a principal obligation and may be enforced against the Guarantor without any responsibility on the part of the Lessor to proceed against the Lessee or any other person.
- (g) Upon liquidation or bankruptcy of the Lessee the Guarantor will not prove in competition with the Lessor and the Guarantor authorises the Lessor to provide for all moneys which the Guarantor has paid under this Lease and retain or to appropriate at the discretion of the Lessor any amount received by the Lessor.
- (h) To give effect to this Lease the Guarantor waives in favour of the Lessor all rights of the Guarantor against the Lessee.
- (i) The liabilities of the Guarantor created by this clause shall not be affected by reason of any security taken by the Lessor being or becoming void or defective.
- (j) In the event of any part of this Lease being severed in accordance with the provisions in that behalf contained or implied in this Lease then the Guarantor will not be entitled to rely on or claim the benefit of any severance.
- (k) This Personal Guarantee will remain in force and continue notwithstanding any extension, renewal or assignment of this Lease, and will continue during any period of holding over by the Lessee (whether or not with the Lessor's consent).

### **14.3 Obligations Effective in All Circumstances**

The obligations (expressed or implied) of the Guarantor in this Lease shall apply to and be fully effective in respect of the Lessee's Covenants whether or not:

- (a) the whole or any part of the Lessee's Covenants are enforceable at law or in equity or otherwise pursuant to any express or implied lease, tenancy or other right of occupancy of or interest in the Premises granted by or derived from the Lessor under this Lease or under or pursuant to any antecedent agreement or otherwise enjoyed by the Lessee at law or in equity;
- (b) the Lease is in a form such as to be capable of being registered in the manner referred to in the *Transfer of Land Act 1893*; or
- (c) it is the intention (expressed or implied) of either or both of the Lessor and the Lessee that the Lease be registered in the manner referred to in the *Transfer of Land Act 1893*.

## 15. Statutory obligations and notices

### 15.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises, including without limitation all relevant laws relating to occupational health and safety and the health and safety of all persons entering upon the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 10**;
- (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 Premises; and
- (e) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

### 15.2 Safety & Testing Obligations

- (1) The Lessee acknowledges and agrees that it is fully responsible at its cost for ensuring that the Premises, and any fixtures or fittings located on the Premises, are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
- (2) To comply with its obligation pursuant to **clause 15.2(1)** above, the Lessee acknowledges that it will be required to, amongst other things:
  - (a) comply with the requirements of the *Occupational Safety and Health Act 1984*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person;
  - (b) comply with all relevant requirements of the Department of Fire & Emergency Services (**DFES**), including without limitation the requirement to ensure that all fire protection and firefighting equipment located, or installed at or on the Premises, is tested regularly for compliance with Australian Standards and DFES's requirements; and
  - (c) ensure that the emergency/exit lighting systems on the Premises (if applicable) are adequately maintained in accordance with the requirements of the Building Code of Australia and relevant Australian Standards.

### 15.3 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clauses 15.1 and 15.2**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clauses 15.1 and 15.2**.

#### **15.4 No Fetter**

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

### **16. Report to Lessor**

The Lessee must immediately report to the Lessor:

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

### **17. Default**

#### **17.1 Events of Default**

- (1) Subject to **clause 17.1(2)**, a default occurs if:
  - (a) any Amounts Payable remain unpaid after becoming due and remains unpaid for one month after written notice has been given to the Lessee to pay such Amounts Payable;
  - (b) the Lessee is in breach of any of the Lessee's Covenants other than the covenant to pay the Amounts Payable for 28 days after written notice has been given to the Lessee to rectify the breach;
  - (c) an order is made or a resolution effectively passed for the winding up of the Lessee unless the winding up is for the purpose of amalgamation or reconstruction;
  - (d) a controller, as defined by the *Corporations Act 2001* is appointed in respect of the Lessee's interest in the Premises under this Lease;
  - (e) a mortgagee takes possession of the Lessee's interest in the Premises under this Lease;
  - (f) the Premises are vacated and remain so for a continuous period of 28 days;

- (g) the registration of the Lessee is cancelled or dissolved under the *Corporations Act 2001* or the *Associations Incorporation Act 2015*, as the case may be; or
  - (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.
- (2) For the purposes of **clause 17.1(1)** the Lessor agrees that the Lessee will not be in default under the Lease if, at any time, an administrator, as defined by the *Corporations Act 2001*, is appointed in respect of the Lessee except where the administration comes to an end by reason of the Lessee's creditors resolving that the Lessee should be wound up.

## 17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1(1)**, the Lessor may:

- (a) upon written notice to the Lessee, at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 20**,

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

## 17.3 Lessor may Remedy Lessee's default

If the Lessee:

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

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

## 17.4 Acceptance of Amount Payable By Lessor

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

## 17.5 Essential Terms

Each of the Lessee's Covenants in **4** (Rent and Other Payments); **5** (Insurance); **6** (Indemnity); **8** (Maintenance, Repair and Cleaning), **10** (Use) and **23** (Assignment, Subletting and

Charging) is an essential term of this Lease but this clause does not mean or imply that there are no other essential terms in this Lease.

## 17.6 Breach of Essential Terms

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

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

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

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

## 18. Repudiation by Lessee

### 18.1 Compensation

In the event that the Lessee's conduct (whether by acts or omissions) constitutes a repudiation of the Lease (or of the Lessee's obligations under the Lease) or constitutes a breach of any Lease covenants, it is agreed that:

- (a) the Lessee shall compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach; and

- (b) the Lessor shall be entitled to recover damages against the Lessee in respect of the repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term of this Lease.

## 18.2 Entitlement to Recover Damages

The Lessor's entitlement to recover damages shall not be affected or limited in the event that:

- (a) the Lessee abandons or vacates the Premises;
- (b) the Lessor elects to re-enter or to terminate the Lease;
- (c) the Lessor accepts the Lessee's repudiation; or
- (d) the Parties' conduct constitutes a surrender by operation of law.

## 18.3 Legal Proceedings

The Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire Term, including the periods before and after the Lessee has vacated the Premises, and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in **clause 18.2**, whether the proceedings are instituted either before or after such conduct.

## 19. Option to renew

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

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

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

## 20. Holding over

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

## 21. Obligations on Termination

### 21.1 Restore Premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease and repair, replace or make good to the satisfaction of the Lessor any of the Premises (which for the avoidance of doubt includes the exterior façade, the walls, the exterior and interior of all windows, doors, all other glass and other fixtures) where they have been damaged by the Lessee or any of the Lessee's Agents.

### 21.2 Remove Lessee's Property prior to Termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture including without limitation any signs (other than air-conditioning plant and fire equipment, security alarms, window treatments, carpets and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises) and promptly make good to the satisfaction of the Lessor any damage caused by the removal.

### 21.3 Peacefully Surrender

On Termination, the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- (b) surrender to the Lessor all keys, swipe cards, and security access devices held by the Lessee.

### 21.4 Lessor can Remove Lessee's Property on Re-Entry

If the Lessee fails to remove any such fixtures or fittings and any other chattels, stock or goods belonging to the Lessee in accordance with **clause 21.2** within fourteen (14) days from the determination of the Term, the Lessor may at its option:

- (a) cause any such fixtures or fittings to be removed and stored at the cost of the Lessee and any such damage to be made good and any such alterations to be so re-altered and may recover the costs thereof from the Lessee as a liquidated debt payable on demand; or
- (b) elect to treat any such fixtures or fittings and any other chattels, stock or goods of the Lessee to be deemed abandoned by the Lessee and such property shall then be and become the property of the Lessor absolutely.

### 21.5 Lessor may require Lessee to remove all buildings and improvements

- (1) Notwithstanding any other provision of this Lease, the Lessor may, by written notice with six months prior to Termination or within 30 days after the earlier determination of this Lease (**Removal Notice**), require the Lessee at its cost and to the Lessor's satisfaction:
  - (a) remove any improvements, the buildings and fixtures constructed or located on the Premises; and

- (b) following the removal of any improvements, the buildings and fixtures in accordance with paragraph (a) restore the Premises the same or substantially the same condition as it was immediately prior to the erection or construction of such improvements, buildings and fixtures.
- (2) If the Lessee fails to comply with paragraph (1) above within 90 days of the Removal Notice, the Lessor may at its option:
  - (a) remove all structures, the building, fixtures and property and recover the cost of doing so from the Lessee as a liquidated debt payable on demand; and
  - (b) rehabilitate and restore the Premises and recover the cost of doing so from the Lessee as a liquidated debt payable on demand.

## **21.6 Obligations to continue**

The Lessee's obligations under this clause will survive termination.

## **21.7 Right to terminate upon notice**

Deleted

## **22. Damage or Destruction of Premises**

- (1) If the Premises or any part thereof is totally or partially destroyed so as to require major rebuilding either party may within 2 months of the destruction, or the damage terminate the Term with immediate effect by giving Notice to the other party.
- (2) If this Lease is terminated in accordance with this clause, **clause 21** will apply.

## **23. Assignment, sub-letting and charging**

### **23.1 No assignment or sub-letting without consent**

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

### **23.2 Change in Ownership of Shares**

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act 2001* (Cth) the Lessee must give the Lessor written notification of the change in ownership of shares within 14 days of the change.

### **23.3 Lessor's Consent to Assignment**

Provided all parties whose consent is required under this Lease or at law to an assignment give their consent, then the Lessor may not unreasonably withhold its consent to the assignment of the leasehold estate created by this Lease if:

- (a) the proposed assignee being a respectable and financially sound person, experienced and having a good reputation in conducting a business permitted under the provisions of the Lease, which the Lessee must demonstrate to the Lessor's reasonable satisfaction, and the onus of proof shall be on the Lessee to the reasonable satisfaction of the Lessor;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by the proposed assignee of a deed of assignment to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors;
- (d) the proposed assignee provides to the Lessor any personal guarantees, or any other security the Lessor reasonably requires;
- (e) the deed of assignment contains a covenant by the assignee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants; and
- (f) the Lessor's consent to assignment of the Lease, where provided, may be given subject to such reasonable conditions as the Lessor sees fit.

### **23.4 Subletting requirements**

Provided all parties whose consent is required under this Lease or at law to a sublease give their consent, then the Lessor may not unreasonably withhold its consent to sublease of the Premises if:

- (a) the proposed use of the Premises is consistent with the Permitted Purpose;
- (b) the terms of the sublease are consistent with the terms of this Lease; and
- (c) rent for the sublease of the Premises or part thereof is less than the pro rata \$/m<sup>2</sup> payable by the lessee to the Lessor under this Lease.

### **23.5 Property Law Act 1969**

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

### **23.6 Costs for Assignment or Sublease**

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

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee;

- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sublease, whether or not the assignment or sublease proceeds.

### **23.7 No Mortgage or Charge**

The Lessee must not, without first obtaining the Lessor and Minister for Land's consent, mortgage or charge the Premises.

### **23.8 Casual hire of Premises**

- (1) Notwithstanding any other provision of this Lease, the Lessee may hire out the Premises or any part thereof on a casual basis only PROVIDED:
  - (a) such use is consistent at all times with the Permitted Purpose;
  - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease; and
  - (c) the hirer has appropriate insurances (including in particular public liability insurance) and the Lessee has obtained copies of the certificates of currency for such insurances prior to the hire taking place.
- (2) For the purposes of this Lease, "casual hire" means any hire of the Premises by the Lessee to a third party for a temporary or short term period of time and does not include any regular use of the Premises or formal transfer, assignment or sublease of the Premises.
- (3) The Lessee acknowledges that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

## **24. Disputes**

### **24.1 Referral of Dispute: Phase 1**

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

### **24.2 Referral of Dispute: Phase 2**

In the event the dispute is not resolved in accordance with **clause 24.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and or director of the Lessee or a senior representative of the Lessee for the purpose of resolving the dispute.

### **24.3 Appointment of Arbitrator: Phase 3**

In the event the dispute is not resolved in accordance with **clause 24.2** of this Lease 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 Lessor and the Lessee may each be represented by a legal practitioner.

### **24.4 Payment of Amounts Payable to Date of Award**

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

## **25. Goods and services tax**

### **25.1 Lessee must Pay**

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

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

### **25.2 Increase in GST**

If, at any time, the GST Rate is increased, the Lessor 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 25.1(b)**.

### **25.3 GST invoice**

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 25.2** the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

## **26. Notice**

### **26.1 Form of delivery**

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

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

## 26.2 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 26.1(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 26.1(b)**, on the fifth business day following the date of posting of the Notice.

## 26.3 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 or their delegate;
- (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.

## 27. Additional terms, covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **0** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease. If there is any inconsistency between the provisions of **0** of the Schedule and the remaining provisions of this Lease, the provisions of **0** of the Schedule will prevail to the extent of that inconsistency

## 28. Trustee Provisions

If the Lessee enters into this Lease as trustee of a trust:

- (a) the Lessee does so both for itself and as trustee of the trust and in this Lease, each reference to the Lessee has effect as a reference to it in each capacity;
- (b) the Lessee warrants to the Lessor that:
  - (i) it is the only trustee of the trust; and
  - (ii) no action has been taken or proposed to remove it as trustee of the trust; and
  - (iii) it has power under the trust deed of the trust to enter into this lease and it has entered into this lease for the benefit of the beneficiaries of the trust; and

- (iv) it has a right to be fully indemnified out of the assets of the trust in respect of obligations incurred by it under this lease; and
- (v) the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the Lessee has a right to be indemnified out of those assets; and
- (vi) it is not in default under the trust deed; and
- (vii) no action has been taken or is proposed to terminate the trust; and
- (viii) it has complied with its obligations in connection with the trust; and
- (ix) the Lessor's rights under this Lease rank in priority to the interests of the beneficiaries of the trust.

## 29. General Provisions

### 29.1 Lessor's Consent

The Lessee acknowledges and agrees with the Lessor that:

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

### 29.2 Acts by agents

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

### 29.3 Statutory powers

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

### 29.4 Severance

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

### 29.5 Variation

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

### 29.6 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 Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

### **29.7 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 Lease.

### **29.8 No Absolute Caveat**

The Lessee must not lodge an absolute caveat at Landgate against the Certificate of Title for the Premises, unless the Lessee has first obtained the written consent of the Lessor.

### **29.9 Waiver**

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

### **29.10 Governing law**

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

### **29.11 Interpretation**

In this Lease, unless expressed to the contrary:

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

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

# Schedule

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## Item 1 Land and Premises

### Land

Reserve 22424, Lot 1623 on Deposited Plan 186079, being the whole of the land comprised in 1623/DP186079 Volume LR3023 Folio 659.

### Premises

The whole of the Land together with all buildings, structures, alterations, additions and improvements on the Land or erected on the Land during the Term.

## Item 2 Term

5 years commencing on [insert date] and expiring on [insert date].

## Item 3 Further Terms

5 years commencing on [insert date] and expiring on [insert date]

## Item 4 Commencement Date

[to be inserted]

## Item 5 Rent

### a) Rent-free period

Rent Free for a maximum period of six (6) months from the commencement date, or until the premises first open for business (whichever occurs first) has been granted to allow for licensing, fit-out, and compliance works to be completed prior to operation.

### b) Initial fixed rent

Following the rent-free period, the Rent is set and fixed at \$6,500 per annum plus GST, payable in equal monthly installments in advance, for the remainder of the initial five (5) year term.

This represents approximately 42% of the assessed (valuation dated 13 November 2025) market rent and reflects the scale of tenant-funded capital investment, the transfer of fit-out and compliance risk to the Lessee, and the long-term benefit to the Lessor of a significantly improved asset without capital outlay.

Over the initial term, the reduced rent and rent-free period together represent a total concession of \$48,800, equivalent to approximately 49% of the Lessee's proposed capital investment.

**c) Rent review**

The reduced rent applies only to the Initial Term. Further term will be subject to a market rent review at the time of exercise, ensuring the Premises reverts to market value.

**Item 6 Permitted Purpose**

The Premises may be used only for a licensed childcare and early learning facility, including Long Day Care and Outside School Hours Care, and for activities incidental to that use, in accordance with all applicable approvals and legislation.

**Item 7 Public Liability Insurance**

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

**Item 8 Rent Review Dates**

**CPI Reviews**

The Rent will remain fixed for the Initial Term.

**Market Reviews**

At the commencement of the Further Term.

**Item 9 Amount of Performance Bond**

Not applicable

**Item 10 Guarantor**

Not applicable

**Item 11 Additional terms and conditions**

- a) The Lessors Building Surveyor or appointed agents or shall, at least on an annual basis (in conjunction with the Lessee) inspect all leased buildings and land to ascertain their state of maintenance pursuant to the lease to determine the priority future and long term maintenance to be undertaken by either party pursuant to the lease.

# Signing page

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**EXECUTED by the parties as a Deed**

2028

THE COMMON SEAL of THE SHIRE OF )  
NARROGIN was hereunto affixed by ) authority  
of a resolution of the Council in the ) presence of:

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

(Print Full Name) \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT

(Print Full Name) \_\_\_\_\_

**EXECUTED by Zaydon Group Pty Ltd (ABN  
56 682 301 908)** pursuant to Section 127 of the  
Corporations Act:

\_\_\_\_\_  
Full Name of Director

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Full Name of Director/Secretary

\_\_\_\_\_  
Signature of Director/Secretary

# Annexure 1 – Sketch of Premises

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## Annexure 2 – Minister for Lands’ consent

Minister for Lands’ consent is required for this Lease. The consent will be sought through the Department of Planning, Lands and Heritage following Council approval and must be obtained prior to execution of the Lease.

# Annexure 3 – Maintenance obligations

## Maintenance Responsibilities – Shire Owned Building Leases

<b>Responsibility of Lessee</b>
General Cleaning
Window Cleaning
Portable Appliance Testing
Carpet Cleaning
RCD Testing
Grease Trap Service
Filters / UV Lamps
Heating Ventilation and Cooling (Air conditioner/heater) - Cleaning
Heating Ventilation and Cooling (Air conditioner/heater) - Maintenance
All Plumbing Repairs
All Electrical Repairs
All Fixing Repairs
Vinyl Floor cut & polish
Emergency/Exit Light Testing
Fire equipment testing
RPZD & Check Valves
<b>Responsibility of Lessor</b>
Annual Building Inspection
Pest Control – termites only
Structural Repairs
Roofing Repairs

# Annexure 4 – Lessor’s Fixtures and Fittings

Nil

## 10.4.2 39 FEDERAL STREET LEASE

File Reference	A340210
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Lucky Cat Trading Pty Ltd
Previous Item Numbers	Nil
Date	16 February 2026
Author	Danielle van Rooyen – Business Development and Innovation Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	1. 39 Federal Street Draft Lease

### Summary

This report seeks Council consideration of a proposed lease agreement for the Shire-owned property at 39 Federal Street, Narrogin to Lucky Cat Trading Pty Ltd for an Asian Grocery Store. The report provides context regarding the property's previous use, the proposed future use, and a lease framework intended to guide Council's decision-making in relation to occupation of the premises.

### Background

The property at 39 Federal Street, Narrogin is a Shire-owned commercial building located within the town centre precinct. Historically, the premises have been utilised primarily for office-based and administrative purposes.

The Shire undertook an Expression of Interest process to identify a suitable tenant for the property. One (1) application was received from Lucky Cat Trading Pty Ltd proposing the retail sale of Asian food products and specialty food items.

The applicant has lodged a Development Application with the Shire in relation to the proposed use of the premises.

This report relates to the proposed lease framework for the property. Consideration of the lease arrangement is separate from, and does not determine, the outcome of any regulatory assessment processes.

### Consultation

Internal consultation has been undertaken with relevant Shire officers to inform the recommendation to Council, including:

- Planning Services – noting that a Development Application has been lodged in relation to the proposed use of the premises;
- Chief Executive Officer – regarding governance considerations and alignment with Council expectations for Shire-owned assets.

- Business Development and Innovation Officer – in relation to preparation and structuring of the proposed lease agreement.

### Statutory Environment

The following legislation relates to the proposal:

- The Local Government Act 1995 S3.58 (disposal of land by private treaty); and
- The Local Government (Function and General) Regulations 1996 Regulation 30.
- The Council’s Delegation Register No. 3.4 – Disposing of Land – Leases, Rentals etc. is applicable in this instance, and the Chief Executive Officer holds the delegated authority to approve the lease. However, as the proposed use differs from that of the previous tenancy, the officer has elected not to exercise the delegation and has instead referred the matter to Council for determination.

### Policy Implications

The Council’s Policy Manual contains no policies that directly relate to this matter, nor are there any proposed.

### Sustainability & Climate Change Implications

*Environmental* – There are no significant identifiable environmental impacts arising from adoption of the officer’s recommendation.

*Economic* – There are no significant identifiable economic impacts arising from adoption of the officer’s recommendation.

*Social* – The proposal introduces a specialty multicultural food retail offering within the town centre, contributing to the diversity of goods available to the community.

### Financial Implications

If the proposed lease proceeds, the Shire will receive annual rental income of \$21,250.00 plus CPI, with no responsibility for operational outgoings. This represents a full commercial return in accordance with independent valuation advice.

### Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Objective:	1. Economic Objective (Support growth and progress, locally and regionally)
Outcome:	1.1 Growth in revenue opportunities
Strategy:	1.1.1 Attract new industry, business, investment and encourage diversity whilst encouraging growth of local business
Strategy:	1.1.2 Promote Narrogin and the Region
Objective:	3. Environment Objective (Conserve, protect and enhance our natural and built environment)
Outcome:	3.4 A well maintained built environment
Strategy:	3.4.1 Improve and maintain built environment

## Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
There is a potential risk of concern or dissatisfaction from existing grocery businesses within the community regarding the Shire leasing the premises to a new grocer, which may give rise to perceptions of increased competition within the local market.	Possible (3)	Minor (2)	Medium (5-9)	Engagement Practices	The proposal was publicly advertised through an open Expression of Interest (EOI) process to ensure transparency and equal opportunity. The Shire has followed a fair and competitive process, and it is not the role of local government to restrict lawful commercial competition within the marketplace.

## Risk Matrix

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of six (6) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

## Comment/Conclusion

The proposed lease relates to the Shire-owned property at 39 Federal Street, Narrogin and involves use of the premises for the retail sale of Asian food products and specialty food items.

The building has historically been utilised for office-based purposes. The proposed retail food use represents a change in the operational nature of the tenancy, including increased public access, refrigeration and food storage requirements. These factors have been considered in the development of the proposed lease framework.

Progressing the lease as proposed would secure market-based rental income, activate a Shire-owned commercial asset, and support retail diversification within the town centre. The lease conditions

allocate responsibility for operational matters, outgoings, and compliance requirements to the tenant, thereby mitigating asset and compliance risks associated with the change in use.

Occupation of the premises supports ongoing maintenance of the building and contributes to the vibrancy of the town centre. The proposed lease framework has been structured to achieve an appropriate commercial return while managing asset and compliance risks.

## Voting Requirements

Simple Majority

### **OFFICERS' RECOMMENDATION**

That with respect to the proposed lease of 39 Federal Street, Narrogin, Council:

- 1) Request the Chief Executive Officer to advertise the proposed lease via local public notice in accordance with Section 3.58(1)(a) of the Local Government Act 1995;
- 2) Subject to no adverse submissions being received during the advertising period and Development Approval being obtained, agree to enter into a Lease Agreement between the Shire of Narrogin and Lucky Cat Trading Pty Ltd for a term of two (2) years in accordance with the substantive form of Attachment 1; and
- 3) Subject to Part 2), authorise the Shire President and Chief Executive Officer to affix the Common Seal and execute the lease.

# Lease Part 3, Lot 36, 39 Federal Street, Narrogin

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Shire of Narrogin

Lucky Cat Trading Pty Ltd

# Copyright notice

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## FORM 4

### *Commercial Tenancy (Retail Shops) Agreements Act 1985*

#### Section 6A

[r. 9]

## **TENANT GUIDE**

### FOR NEW RETAIL SHOP LEASES FROM 1 JANUARY 2013

This guide is intended to assist you, as a tenant, to understand some of your legal rights and obligations in relation to a retail shop lease under the *Commercial Tenancy (Retail Shops) Agreements Act 1985* (the *Act*). This guide does not replace financial, legal or business advice.

The Act and the regulations are available from the State Law Publisher at [www.slp.wa.gov.au](http://www.slp.wa.gov.au).

### **WHAT IS A RETAIL SHOP LEASE?**

Entering into a lease for a retail shop means that you (the *tenant* or *lessee*) are entering into a legally binding contract with the landlord (or *lessor*). The lease agreement sets out your rights and obligations in relation to the use of the retail shop.

A lease cannot override the requirements of the Act.

The Act regulates some of the provisions which may be contained in your lease agreement, including the following:

- rent reviews
- options to renew a lease
- terminating a lease
- operating expenses (or outgoings)
- trading hours.

### **Which leases are covered by the Act?**

The Act generally applies to leases for premises with a lettable area of 1 000 m<sup>2</sup> or less:

- that are used for carrying on a business and that are in a retail shopping centre
- that are not in a retail shopping centre, but that are used (or predominantly used) for the sale of goods by retail
- that are used for conducting a ‘specified business’ — specified businesses include, drycleaning, hairdressing, beauty therapy, shoe repair and video or DVD stores (a list of all specified businesses is available from the Department of Commerce at [www.commerce.wa.gov.au](http://www.commerce.wa.gov.au)).

There are some retail shops with a lettable area greater than 1 000 m<sup>2</sup> that are also covered by the Act — a list of these premises can be obtained from the Department of Commerce at [www.commerce.wa.gov.au](http://www.commerce.wa.gov.au).

The Act generally does not apply to leases to publicly listed companies.

*(See section 3(1) of the Act, definition of retail shop lease.)*

### **When is the lease “entered into”?**

A lease is usually entered into when both parties have signed it. However, a lease is still valid even if the lease document hasn’t been signed by the parties if:

- the tenant takes possession of the shop premises; or
- the tenant starts paying rent.

*(See section 3(4) of the Act.)*

***What you should do:***

- *if necessary, seek advice as to whether your lease is covered by the Act*
- *establish the area of the retail shop under the lease and have this verified if necessary.*

**INFORMATION YOU SHOULD HAVE BEFORE ENTERING INTO A LEASE**

Before entering into a lease you should do the following:

- carefully read this *tenant guide*
- carefully read the *disclosure statement* provided by the landlord or the landlord's agent
- carefully read any written *lease document (including any assignments, extensions or deeds of variation)*
- obtain *independent financial, legal and business advice*.

Rent, the term of the lease, options, outgoings and related costs are open to negotiation with the landlord. Make sure that you understand these, and all other aspects of the lease, before signing it. To avoid disputes at a later stage, you should make sure that all agreements that you have made are in writing and that the lease documents are consistent with any representations made by the landlord or the landlord's agents.

***What you should do before signing or entering into a lease:***

- *seek independent legal and business advice before entering into a lease*
- *make sure you understand the lease and your rights, liabilities and obligations before signing it*
- *seek advice from financial experts to ensure you understand the costs of running the business.*

**Tenant Guide to be located in lease**

A new retail shop lease must include this tenant guide at the front of the lease.

If the landlord does not give you a tenant guide, you may have the right to do either or both of the following:

- terminate (end) the lease at any time up to 60 days after the lease was entered into (after this time you may apply to the State Administrative Tribunal for an order to terminate the lease)
- apply to the State Administrative Tribunal for an order for compensation for any monetary loss suffered by you.

*(See section 6A of the Act.)*

**Disclosure statement to be given to you by landlord**

At least 7 days before a lease is entered into the landlord must give you a disclosure statement. The disclosure statement sets out important facts about the retail shop and the lease. A copy of this tenant guide, the form of lease and annual estimates of expenditure in relation to operating expenses should be attached to the disclosure statement.

If the landlord does not give you a disclosure statement or gives you a disclosure statement that is incomplete or contains incorrect information you may have the right to do either or both of the following:

- terminate (end) the lease at any time up to 6 months after the lease was entered into
- apply to the State Administrative Tribunal for an order for compensation for any monetary loss you have suffered.

The disclosure statement should be in a prescribed form (this form is Form 1 of Schedule 2 to the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985* and is available from the Department of Commerce at [www.commerce.wa.gov.au](http://www.commerce.wa.gov.au)). It is important to read the statement carefully and make sure it includes all verbal and written agreements, promises or commitments made during negotiations with the landlord or the landlord's agent (for example, any representations about customer traffic).

The disclosure statement should also contain details about the following:

- the landlord's property, such as the total lettable area, tenancy mix and services provided
- the shop premises, such as location, area and services provided
- key terms and conditions of the lease such as rent, term of the lease, options to extend the term and rent review
- permitted use of the premises
- your contribution to the landlord's expenses (operating expenses)
- any additional charges payable by you, such as shop fitout or contributions to marketing and sinking funds.

By signing the disclosure statement you are acknowledging that you understand the basis for the retail shop lease with the landlord. If you do not understand or agree with anything in the disclosure statement you should advise the landlord immediately.

It is vital that you are satisfied that the disclosure statement sets out all relevant information regarding the retail shop and (where applicable) the shopping centre building and property. If necessary, you should check details by making relevant enquiries and by seeking appropriate independent legal or expert advice.

*(See section 6 of the Act.)*

***What you should do:***

- ***make sure that you understand the disclosure statement before signing it and ensure it includes any agreements you reached during negotiations and any promises made to you by the landlord or their agent.***

## **Disclosure by the tenant**

The landlord may ask for details of your retailing experience and financial capacity to establish and trade profitably and professionally. Any information provided to the landlord by you must also be correct and contain no misleading information.

## **PERMITTED USE OF THE RETAIL SHOP**

The permitted use clause in a lease is very important as it sets out the type of business that you can run from the premises. You should ensure that the description of permitted use is broad enough to cover the type of business that you want to operate and, if anticipated, to allow you to expand the business.

The kind of things to consider about permitted use include:

- for a hairdresser, does the permitted use include providing beauty treatments?
- for a takeaway shop, can the type of food be changed?
- your future plans for the business.

You should also check that any local government approvals are in place for the type of business that you plan to operate. Avoid potential disputes by getting the approvals you need in writing.

A permitted use clause in a lease does not mean that you have the exclusive right to carry on a particular type of business in a shopping centre. Exclusivity is a separate issue that needs to be agreed separately with the landlord and included in the lease agreement.

***What you should do:***

- ***make sure the lease and the landlord’s disclosure statement describe the shop’s permitted use and that this description is broad enough so you can expand or sell the business***
- ***check that local government approvals are in place for the business you plan to conduct — get the approvals in writing***
- ***confirm whether or not you have an exclusive right to carry on your particular type of business.***

## **TERM OF THE RETAIL SHOP LEASE**

The term of a lease is the length of time for which you can rent the shop. The lease must set out the lease term and may also include one or more options to renew or extend the term.

The length of the term of the lease is critical because it should be long enough to enable you to recover your investment, make a profit and sell the business, if you wish.

### **Minimum of 5 years**

In most cases, the Act gives a tenant who is entering into a new lease a right to a minimum 5 year lease term. The 5 year term can be a combination of the initial term and options to extend the lease (for example, an initial term of 2 years and an option to renew of 3 years). The initial term does not need to be 5 years.

If the lease does not provide for options to extend the lease to a 5 year term, you have a legal right to do so (often called a “statutory option”). You can exercise this option by giving the landlord written notice in the standard form at least 30 days prior to the expiry of the term of the lease (the standard form is Form 3 of Schedule 2 to the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985* and is available from the Department of Commerce at [www.commerce.wa.gov.au](http://www.commerce.wa.gov.au)). Although the Act allows you to extend the lease to a 5 year term, you do not need to extend the lease for the whole of this period if you choose not to.

The right to a 5 year term will only apply to retail shop leases with a term of more than 6 months (this includes any lease where the tenant has been continuously in possession of the premises for more than 6 months).

*(See section 13 of the Act.)*

### **The term can be longer or shorter than 5 years**

Even though the Act gives tenants a right to a minimum 5 year term, you can negotiate a term that is longer than 5 years (for example, a 10 year term, or a 5 year initial term with 2 options to renew for a further 5 years each).

In some circumstances, you may agree to a term shorter than 5 years, but this must be your decision and needs to be approved by the State Administrative Tribunal.

*(See section 13(7b) of the Act.)*

### **Exercising an option to renew**

It is important that you exercise an option to renew a lease in the way set out in the lease (you may need to let the landlord know in writing and within certain timeframes). If you do not exercise an option to renew properly the landlord may not be obliged to renew the lease.

The Act requires the landlord to give you written notice of the expiry date for any options to renew (the date on which the option to renew is no longer valid). You must receive this notice between 6 and 12 months before the expiry date. If the landlord fails to give you notice the option expiry date may be extended.

*(See section 13C of the Act.)*

## At the end of the lease term

At the end of the term of the lease and the use of any options to renew the lease, the landlord does not have to renew the lease and you will have no further rights to occupy the premises. In some instances the landlord may allow you to continue to occupy the premises on a month to month basis.

Within 12 months before the end of the lease term you can make a written request to the landlord asking whether the landlord intends to renew the lease. The landlord must reply to such a request in writing within 30 days.

*(See section 13B of the Act.)*

### **What you should do:**

- *seek advice as to the appropriate lease term for your business*
- *don't assume that you will get a new lease at the end of the lease term — you need to make sure that the term of your lease is appropriate for your business structure*
- *seek advice as to the landlord's intentions at the end of the lease term as early as possible so that you can plan accordingly.*

## Does the lease include redevelopment or relocation clauses?

Many leases include a clause allowing a landlord to terminate a lease before the end of the agreed lease term if the premises are to be redeveloped. In some instances the landlord may offer to relocate a tenant to alternative premises.

For the initial 5 years of a lease term, a redevelopment or relocation clause may only be included in a lease if:

- it is in the prescribed form (see item 2 of Schedule 1 to the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985* and is available from the Department of Commerce at [www.commerce.wa.gov.au](http://www.commerce.wa.gov.au)); or
- it has been approved by the State Administrative Tribunal (if the parties have agreed to a provision that is different to the prescribed form).

If 5 years of the term have already expired, then the clause must be in accordance with the provisions of the Act — which sets out requirements in relation to notice, offer of alternative premises, payment of the tenant's reasonable costs and payment of compensation.

*(See section 14A of the Act.)*

### **What you should do:**

- *carefully look at any redevelopment or relocation clause in the lease and consider:*
  - *what commitment is the landlord giving about relocation of the shop – will the new location and rental be comparable to the current premises?*
  - *what compensation is the landlord offering you if your trade is affected?*
  - *what effect will it have on your business?*
- *seek independent financial, legal and business advice on the clause.*

## RENT

Rent is usually the largest ongoing payment required under a lease. The Act does not regulate what the rent should be. However, the Act includes some rules relating to rent based on turnover and review of rental.

## Types of rent

The initial rent for a shop is a matter for negotiation between the landlord and the tenant. Rental for retail shops can vary considerably depending on the location, the size of the shop, the term of the lease and the type of business.

Some common methods of determining rent are:

- net rent — an agreed base rent plus a contribution to the landlord's operating expenses or outgoings
- gross rent — an all inclusive payment for all the shop's occupancy costs
- semi-gross rent — an amount charged for rental inclusive of some outgoings (for example, the tenant may pay the semi-gross rent plus its proportion of rates and taxes)
- turnover rent or percentage rent — a component of rent that is determined as a percentage of the tenant's turnover during a specified period.

### ***What you should do:***

- *seek expert advice as to the basis for determining rent that best suits your business operations*
- *pay your rent on time — if you don't pay your rent, the landlord may be able to end your lease.*

## Rent based on turnover

Some leases base rent (or a part of the rent) on a percentage of the turnover of the tenant's business.

If you have agreed to a rent based on turnover, then:

- the lease must set out an agreed formula
- your agreement must be formalised in writing on the prescribed form before the lease is entered into (the prescribed form is Form 2 of Schedule 2 to the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985* and is available from the Department of Commerce at [www.commerce.wa.gov.au](http://www.commerce.wa.gov.au)).

The Act also recognises the confidentiality of turnover figures to a retail business and limits the use of this information.

*(See section 7 of the Act.)*

***The landlord cannot require you to provide turnover figures unless your rent is to be based on turnover.***

*(See section 8 of the Act.)*

## RENT REVIEW

Most leases will state that the rent will be reviewed at regular intervals.

At each review time the lease must set out a single basis on which the rent is to be reviewed, this can include:

- the market rent
- an increase by reference to the Consumer Price Index (CPI)
- a set percentage increase
- an agreed formula or combination, for example, CPI + 2%.

The types of review may vary over the life of the lease (the lease may state that reviews are to alternate between CPI and market review). However, the lease cannot give the landlord the right to choose the greatest return from a range of rent types at any one review (for example, the lease cannot state that the increase is to be CPI or 5% whichever is higher).

***The lease may specify only one method of review at a time.***

### **Market rent**

The Act provides that market rent is the rent obtainable for the retail shop in a free and open market if it were vacant and to be let on similar terms.

The market rent is not to take into account:

- the goodwill of the business
- any stock, fixtures or fittings that are not the property of the landlord
- any structural improvements paid for or carried out by the current tenant.

### **Market rent review**

If your lease specifies a market rent review, the Act provides that both parties can initiate the market rent review process and if the parties cannot agree on the rental:

- appoint a licensed valuer (agreed to by both parties) to determine the new rental; or
- request that the Small Business Commissioner appoint a valuer to determine the rental; or
- each appoint a valuer to determine the rental.

A landlord is required under the Act to provide a valuer with certain information in relation to retail shops in a shopping centre or in the same building in order to assist the valuer to decide the market rent. A valuer must keep this information confidential.

A disagreement regarding the new rent may be referred to the Small Business Commissioner for mediation or to the State Administrative Tribunal for determination. Until the new rent is agreed, the current rent continues to apply. Once the higher or lower rent is agreed, adjustments will be backdated to the review date.

### **No “ratchet” clauses**

Any provision in a lease about a market review that seeks to prevent the rent from rising or falling above or below a certain level is void. The lease must allow the rent to rise or fall to a level supported by market evidence, for example, a clause cannot stop the rent from decreasing on a market review.

*(See section 11 of the Act.)*

#### ***What you should do:***

- ***make sure that you understand how your rent is to be calculated and what other payments may be required***
- ***consider whether your business can sustain the current rent, rent increases and operating expenses over the term of the lease.***

### **CONTRIBUTION TO THE LANDLORD’S OPERATING EXPENSES OR OUTGOINGS**

You may be required to contribute to a proportion of the landlord’s expenses. The landlord’s expenses are described in the Act as operating expenses. Leases can also refer to them as “outgoings or variable outgoings”.

Operating expenses are the costs of operating, repairing or maintaining the landlord’s premises including any building common areas. Typically these costs include the rates and taxes, cleaning, air conditioning, security, insurances and other valid expenses of running the property.

Details about the operating expenses and their payment are to be set out in the lease and the disclosure statement.

**No capital expenses or management fees**

The landlord cannot recover the following from you as an operating expense:

- management fees
- capital expenditures in relation to a retail shopping centre (for example, asset replacement)

**Operating expenses are not to exceed the “relevant proportion”**

Your contributions to operating expenses are negotiable. The Act provides that a tenant cannot be required to contribute more than the “relevant proportion” in relation to an operating expense. Nothing prevents you from negotiating with the landlord to pay less than the relevant proportion.

The relevant proportion is calculated by comparing the lettable area of your shop to the total lettable area of the shopping centre or the group of premises to which the expense relates.

$$\text{relevant proportion} = \frac{\text{lettable area of shop}}{\text{total lettable area}}$$

**Referable expenses**

In certain circumstances an operating expense may be incurred in relation to only some of the businesses in a centre or group of premises, for example, specialised cleaning used by only a few tenants. This is called a “referable expense” and can be allocated using the total lettable area of only the shops to which the referable expense relates.

<p><b><i>What you should do:</i></b></p> <ul style="list-style-type: none"><li>• <b><i>make sure that you understand the operating expenses before signing the lease</i></b></li><li>• <b><i>budget to meet the operating expenses payments.</i></b></li></ul>
--

**Landlord to provide estimates and statements for operating expenses**

In order to recover operating expenses from you, the landlord must provide you with:

- an annual estimate of expenditure for each operating expense
- an audited operating expenses statement for each accounting period detailing all expenditure by the landlord (this statement must be given within 3 months after the end of the accounting period).

*(See section 12 of the Act.)*

**SINKING FUNDS**

If your shop is in a shopping centre and you have agreed to contribute to a fund for major repair and maintenance works, your contributions are protected under the Act. These funds are subject to accounting and audit provisions and should not be spent by the landlord on anything other than the purpose for which they are collected. These costs may be in addition to operating expenses charged under the lease.

Capital works must be paid for by the landlord and would include such works as the construction of extensions to the shopping centre and the replacement of major plant and equipment.

*(See section 12A of the Act.)*

## OTHER FUNDS AND RESERVES

The landlord is also required to properly account for the administration, expenditure and auditing of any other funds or reserves that you have agreed to contribute to for specific purposes such as for marketing or promotion. These costs may be in addition to operating expenses charged under the lease.

*(See section 12B of the Act.)*

## FITOUT AND REFURBISHMENT

Tenants are usually responsible for the costs of installing fixtures and fittings in the shop (the *fitout*). There may be a standard of construction required for fitouts. You may also be responsible for some or all of the landlord's costs of preparing the shop for the fitout.

Fitout requirements must be detailed in the disclosure statement.

A provision in a lease requiring a tenant to contribute to the cost of any of the landlord's finishes, fixtures, fittings, equipment or services will be void unless the disclosure statement notifies the tenant about the effect of the provision.

*(See section 12(3A) of the Act.)*

The Act provides that a clause about refurbishment or refitting will be void unless it provides the tenant with enough detail about the required refurbishment or refitting as is necessary to indicate the nature, timing and extent of work required.

*(See section 14C of the Act.)*

### *What you should do:*

- *ensure that you understand your obligations with regards to the fitout of the premises*
- *if possible, obtain or prepare a condition report prior to entering into the lease so that you have evidence of its condition*
- *ensure you have a sufficient fitout budget as some fitout costs (for example cost of moving plumbing) are often overlooked*
- *discuss variations of standard fitout with the landlord — as this could cost you extra.*

## LEGAL FEES

The Act prohibits the landlord from claiming legal or other expenses from you relating to:

- the negotiation, preparation or execution of the lease (or any renewal or extension of the lease)
- obtaining the consent of a mortgagee to the lease
- the landlord's compliance with the Act.

However, if you assign your lease or sub-let the premises, the landlord may claim from you any reasonable legal or other expenses incurred in connection with the assignment or sub-letting.

*(See section 14B of the Act.)*

## TRADING HOURS

The trading hours for your shop may be affected by a number of matters.

Retail trading hours legislation in Western Australia sets out those hours that retailers may open (this can vary depending on the type of business you operate).

If your retail shop is located inside a shopping centre then for practical reasons the opening and closing times for the centre (*core hours*) may be different to the trading hours permitted by law. This should be set out in the disclosure statement by the landlord.

## When do you have to open your shop?

A clause in a lease which requires you to open your premises at specified hours or for specified times is void under the Act. For example, you cannot be required to open your shop for the core hours for a centre. You can choose which hours to open your shop.

If you believe that your lease has not been renewed because you did not open at certain times you can apply to the State Administrative Tribunal for compensation.

*(See section 12C of the Act.)*

### ***What you should do:***

- *if your premises are in a shopping centre you should check that the core hours are suitable for your business*
- *find out whether you can open your shop at any times outside of the core hours and find out about what costs are involved*
- *remember that the lease can't require you to open your shop for specified hours or during specified times.*

## Standard trading hours and operating expenses

The Act also sets out “standard trading hours” which are used only for the purposes of allocating operating expenses.

For the purposes of allocation of operating expenses “standard trading hours” are:

- 8.00 a.m. to 6.00 p.m. Monday, Tuesday, Wednesday and Friday
- 8.00 a.m. to 9.00 p.m. Thursday
- 8.00 a.m. to 5.00 p.m. Saturday.

The Act provides that if you do not open outside standard trading hours, then you cannot be charged operating expenses related to the extended hours (for example, additional security costs).

If, however, you do open outside the standard trading hours, you may be required to pay operating expenses related to the extended hours. These expenses should be calculated based on the lettable area of those shops which were open during the extended hours.

If you are closed for a period during the standard trading hours (for example, if you do not open your shop until 10 a.m.), you may still be charged operating expenses for the time that you are closed, that is, between 8.00 a.m. and 10.00 a.m..

*(See section 12(1)(c) of the Act.)*

### ***Retail trading hours law may allow you to open at times outside of the standard trading hours (for example, Sunday trading) - however:***

- *you can't be forced to open your business*
- *you are not required to make a contribution to operating expenses relating to non-standard hours if you choose not to open during those times.*

## VOID CLAUSES

The lease agreement and any other verbal or written agreements cannot include clauses that are contrary to any provision in the Act.

In addition, the Act specifically precludes the lease or any other agreement from containing clauses that:

- require a tenant to pay key money, which is any money or other benefit in addition to rent paid to the landlord or others for the right to lease retail shop premises (*See section 9 of the Act.*)

- prevent the tenant disclosing the rent it has agreed to third parties, such as other retail tenants or their valuers (*See section 11(2a) of the Act.*)
- require the tenant to contribute to any fund that applies moneys to capital expenditure in a shopping centre, such as new building works (*See section 12(2) of the Act.*)
- require a tenant to open for specified hours or during specified times (*See section 12C of the Act.*)
- prevent a tenant from joining a tenant’s association or similar body (*See section 12D of the Act.*)
- require a tenant to provide turnover figures to the landlord, unless the tenant has agreed to pay rent based on turnover (*See section 8 of the Act.*).

*A clause in a lease that is contrary to the provisions of the Act is void and has no effect.*

## **DISRUPTIONS — COMPENSATION BY THE LANDLORD**

The Act states that, if your shop is in a shopping centre, you are entitled to seek reasonable compensation from the landlord if the landlord:

- inhibits or prevents your, or customer, access to the shop premises
- disrupts trading conditions, causing loss of profits to your business
- does not properly repair, maintain or clean the shopping centre premises or common areas.

You will only be entitled to compensation from the landlord if you have given the landlord notice in writing to rectify the problem and the landlord has not done so.

If you cannot agree the amount of compensation with the landlord, you can make an application to the State Administrative Tribunal for a decision as to the amount payable.

In most cases, before making an application to the State Administrative Tribunal you must attempt to resolve the matter through the Small Business Commissioner’s dispute resolution processes.

*(See section 14 of the Act.)*

## **UNCONSCIONABLE CONDUCT AND MISLEADING AND DECEPTIVE CONDUCT**

The Act provides that neither the landlord nor the tenant can engage in conduct that is:

- unconscionable (conduct that is so harsh, oppressive or unreasonable that it goes against good conscience)
- misleading or deceptive.

The State Administrative Tribunal can hear a claim for unconscionable conduct or misleading and deceptive conduct and may make an order for payment of compensation or another appropriate order (such as an order to vary a lease or an order that a party stop doing something).

In most cases, before making an application to the State Administrative Tribunal you must attempt to resolve the matter through the Small Business Commissioner’s dispute resolution processes.

*(See Part IIA of the Act.)*

## **ASSIGNMENT AND SUB-LEASING**

During the term of the lease, your circumstances may change and you may want to sell your business and assign your lease or sub-let all or part of the premises.

### **Your responsibilities if you assign your lease**

If you assign your lease the new tenant “takes over” and assumes all your rights and responsibilities including rent and any other obligations under the lease from the date of assignment.

Although the Act gives you a right to assign your lease, the landlord may withhold consent on reasonable grounds. Examples of reasonable grounds include:

- if the landlord believes that the new tenant would not be able to meet their financial obligations;  
or
- if the proposed use of the premises is contrary to the use permitted in the lease.

You will need to write to the landlord seeking consent for assignment of the lease. If the landlord doesn't reply within 28 days, you are entitled to assume the landlord has consented to the assignment.

You may have to pay the landlord's reasonable expenses for assessing a prospective tenant to take over your lease.

### **Your responsibilities if you sub-lease your shop**

If you sub-let all or part of your premises you effectively become the landlord and the person you sub-let to is your tenant. Sub-leasing means that you will still be responsible under the lease to your landlord (for example, you may be liable for the rent if the sub-lessee does not pay).

You will also have obligations to the person you sub-let to, for example, you will need to provide a tenant guide and disclosure statement to your sub-tenant.

Your lease may include restrictions on sub-leasing. You should check your lease and seek advice as to its requirements on sub-leasing.

You may need to write to the landlord seeking consent to sub-lease. If the landlord doesn't reply within 28 days, you are entitled to assume the landlord has consented to the sub-lease.

*(See section 10 of the Act.)*

#### ***What you should do:***

- ***seek independent legal advice as to the requirements of the Act and your obligations on assignment or sub-leasing.***

## **DEFAULT OR BREACH OF LEASE**

Most leases allow the landlord to terminate (or end) the lease on a breach or default by the tenant (for example, failure to pay rent). You should ensure that you understand the procedures set out in the lease in relation to default. For example, in many instances, your obligation to pay future rent will continue even after a lease has been terminated.

## **DISPUTES BETWEEN THE TENANT AND LANDLORD**

### **State Administrative Tribunal**

If you are unable to resolve a dispute with your landlord over any aspect of your retail shop lease the Act allows the State Administrative Tribunal to deal with these disputes.

Either you or the landlord may initiate this action with the Tribunal by making an application and paying the appropriate fee. The Tribunal generally deals with matters through an initial directions hearing, a mediation process or in a hearing.

*(See section 16 of the Act.)*

### **Small Business Commissioner**

In most cases, before making an application to the State Administrative Tribunal you must attempt to resolve the matter through the Small Business Commissioner's dispute resolution processes.

*(See Part III of the Act and regulation 10.)*

***Advice about a dispute can be obtained from lawyers with property experience, the Small Business Development Corporation, industry sources, tenant advocates and retail representative groups.***

## **KEEP RECORDS**

You should make sure that you keep records of all agreements, undertakings, correspondence (including emails) and other communications with the landlord. Where possible you should confirm things in writing.

Make sure that you diarise important dates in relation to your lease.

If you need to make a claim in the Tribunal you will need to provide appropriate evidence to support your claim.

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# Details

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## Parties

### **Shire of Narrogin**

of PO Box 1145, Narrogin, Western Australia  
**(Lessor)**

### **Lucky Cat Trading Pty Ltd** (ABN 99 690 613 506)

of 83 Clayton Road Narrogin  
**(Lessee)**

## Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Lease.

# Agreed terms

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## 1. Definitions

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

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

**Basic Consideration** means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

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

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

**Common Areas** means the areas of the Land the Lessor provides for common use and includes car parks, footpaths, toilets, access ways, entrances and stairs;

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

**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 rent review process described in **clause 5.3**;

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

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

**Facilities** mean lavatories, sinks, drains, drainage or other sewerage or plumbing facilities, and gas or electrical fittings or appliances, telecommunications fittings or appliances, kitchen fittings and appliances, air-conditioning fittings and equipment, fire equipment and lifts and escalators (if any) and any other mechanical, electric, hydraulic or electronic service including pipes, wires, and cables the Lessor provides for the common use of users and occupiers of the Land, but does not include the services flowing or being conducted through those facilities;

**Further Terms** means the further terms (if any) specified in **Item 3** of the Schedule;

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

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

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

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

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

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

**Guarantor** means the person or persons listed in **Item 10** of the Schedule;

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

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

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

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

**Lessee's Agents** includes:

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

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

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

**Lessor's Fixtures and Fittings** means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term, and includes without limitation the items (if any) listed in **Annexure 4**;

**Market Review** means the rent review process specified in **clause 5.4**;

**Mechanical Services** means all air conditioning, heating or ventilation equipment, fire protection systems, automatic door systems, lifts, elevators and public address and communication systems in the Premises or the Land;

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

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

**Permitted Purpose** means the purpose or purposes set out in **Item 6** of the Schedule;

**Premises** means the area of the Land to be leased to the Lessee as more particularly described at **Item 1** of the Schedule;

**Rent** means the rent specified in **Item 5** of the Schedule as varied from time to time under this Lease;

**Rent Review Date** means a date identified in **Item 8** of the Schedule;

**Reservations** means the right of the Lessor to use the exterior walls and the roof of the Premises for advertising and other purposes and the right of the Lessor to install, maintain, use, repair, alter and replace, pipes, ducts, conduits and wires leading through the Premises and to pass and run gas water heat oil electricity and other power telephone lines and air-conditioning through such pipes ducts and conduits and wires, and to enter and remain on the Premises with or without workmen, contractors, employees and materials, plant and equipment for such purposes;

**Retail Shops Act** means the *Commercial Tenancy (Retail Shops) Agreements Act 1985*;

**Schedule** means the Schedule to this Lease;

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

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

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

**Termination** means the date of:

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

- (1) the Lessor leases to the Lessee the Premises for the Term subject to:
  - (a) all Encumbrances and Reservations;
  - (b) the payment of the Amounts Payable; and
  - (c) the performance and observance of the Lessee's Covenants.

### 3. Quiet enjoyment

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

### 4. Rent and other payments

#### 4.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

#### 4.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
  - (a) local government rates, services and other charges, including but not limited to rubbish collection charges and the emergency services levy;
  - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
  - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring or telephone connection AND where possible the Lessee 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 Lessee; and
  - (d) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 4.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

#### 4.3 Interest

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

#### 4.4 Costs

- (1) The Lessee covenants with the Lessor to pay to the Lessor on demand:
  - (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease; and

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

#### **4.5 Payment of Money**

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

#### **4.6 Accrual of amounts payable**

The parties agree that Amounts Payable accrue on a daily basis.

### **5. Rent Review**

#### **5.1 Rent to be Reviewed**

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

#### **5.2 Methods of Review**

The basis for each rent review is as identified for each Rent Review Date in **Item 8** of the Schedule.

#### **5.3 CPI Review**

- (1) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date.
- (2) If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period.

- (3) Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 5.4(d)**.

#### **5.4 Market Review**

A rent review based on a market review will establish the current market rent for the Premises by agreement between the Parties and failing agreement will be determined in accordance with the following provisions:

- (a) The Lessor shall notify the Lessee of the amount that it reasonably considers is the current market rent for the Premises.
- (b) If the Lessee does not dispute the amount notified, that amount becomes the Rent.
- (c) If the Lessee disputes the current market rent, it must notify the Lessor of that dispute (**Dispute Notice**) within 14 days after receiving the Lessee's notification. The Lessee must comply with this time limit to dispute the notified amount.
- (d) If the Lessee gives a Dispute Notice to the Lessor, then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978 (WA)*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (e) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.
- (f) In this clause, "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for rental for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
  - (i) any improvements made or effected to the Premises by the Lessee; and
  - (ii) any rent free periods, discounts or other rental concessions.

#### **5.5 Lessor's right to review**

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

## **6. Insurance**

### **6.1 Public Liability Insurance**

The Lessee must effect and maintain with insurers approved by the Lessor noting the Lessor and the Lessee for their respective rights and interests in the Premises for the time being

adequate public liability insurance for a sum not less than the sum set out at **Item 7** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

## **6.2 Lessor to obtain building insurance**

- (1) The Lessor will obtain building insurance for any of its buildings constructed on the Premises and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom. For the avoidance of doubt, the parties agree:
  - (a) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
  - (b) such insurance will include insurance for the full replacement value of such buildings.

## **6.3 Contents Insurance**

The Lessee must effect and maintain insurance to cover the Lessee's fixtures and fittings against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

## **6.4 Details and receipts**

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

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

## **6.5 Not to invalidate**

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

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

## **6.6 Report**

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

- (a) any damage to the 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 Premises or to any person in or on the Premises.

## **6.7 Lessee's equipment and possessions**

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

# **7. Indemnity**

## **7.1 Lessee responsibilities**

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

## **7.2 Indemnity**

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the, 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 Premises by the Lessee or the Lessee's Agents;
    - (e) any work carried out by or on behalf of the Lessee on the Premises;
    - (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
    - (g) the presence of any Environmental Contamination or pollution in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;

- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

### **7.3 Obligations Continuing**

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 7.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease 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 Lease.

### **7.4 No indemnity for Lessor's negligence**

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

### **7.5 Release**

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor 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 Premises or arising from the Lessee's use or occupation of the Premises by the Lessee;
  - (ii) loss of or damage to the Premises or personal property of the Lessee; and
  - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Environmental Contamination or pollution in, on or under the Premises or surrounding area

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

(2) The release by the Lessee continues after the expiration or earlier determination of this Lease 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 Lease.

## **7.6 Limit of Lessor's liability**

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

## **8. Maintenance, repair and cleaning**

### **8.1 Maintenance generally**

- (1) Subject to paragraph (3) below, the Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
  - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents; and
  - (b) in respect of any structural or capital maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing or repairing in or on the Premises:
  - (a) any electrical fittings and fixtures;
  - (b) any plumbing;
  - (c) any air-conditioning fittings and fixtures;
  - (d) any gas fittings and fixtures; and
  - (e) any painting

use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.
- (3) For the avoidance of doubt, the Lessee is responsible for minor internal repairs to the Premises. For example, repair and replacement of door handles, door locks, light fittings, globe replacement, and internal glass breakages.
- (4) For the avoidance of doubt, the Lessor is responsible for all structural repairs, sewerage, plumbing, electrical, air-conditioning and external glass breakages to the Premises EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part

of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.

- (5) Notwithstanding paragraph (4) above, the Lessee acknowledges and agrees that the Lessor may have limited, or no, funds set aside within its budget for structural maintenance of the Premises, and as a consequence the Lessor 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 Lessor's Council has approved such expenditure.
- (6) Notwithstanding any other provision of this Lease, the Lessee will be responsible for any repair or replacement which is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.

## **8.2 Comply with all reasonable conditions**

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

## **8.3 Comply with all reasonable conditions**

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

## **8.4 Cleaning**

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

## **8.5 Pest control**

- (1) The Lessee must keep the Premises free of any vermin or any other recognised pests and the cost of extermination will be borne by the Lessee.
- (2) The Lessor will arrange for termite inspections to be undertaken and the cost will be borne by the Lessor.

## **8.6 Lessor's Fixtures and Fittings**

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings:

- (a) will remain the property of the Lessor and must not be removed from the Premises at any time; and
- (b) must be present and accounted for at the termination of each twelve month period of the Term.

## **8.7 Responsibility for Securing the Premises**

The Lessee must ensure the Premises, including Lessor's Fixtures and Fittings, are appropriately secured at all times.

## **8.8 Maintain surroundings**

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings including but not limited to any flora, gardens lawns, shrubs, hedges and trees.
- (2) The Lessee must comply with and implement any landscaping, reticulation and similar plans approved by the Lessor (in its capacity as responsible local authority) pursuant to any condition or conditions of development approval for the Premises.
- (3) The Lessee must care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (4) Unless permitted to do so under a development approval, the Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

## **8.9 Comply with Maintenance Schedule**

- (1) The Lessee shall comply with the Lessee's maintenance obligations as set out in the Maintenance Schedule annexed as **Annexure 3**.
- (2) The Lessor shall use reasonable endeavours, subject to any budgetary and resourcing constraints, to comply with the Lessor's maintenance obligations as set out in the Maintenance Schedule annexed as **Annexure 3**.

## **8.10 Acknowledgement of state of repair of Premises**

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

# **9. Alterations**

## **9.1 Restriction**

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

part of the Premises; or

- (d) remove alter or add to any fixtures, fittings or facilities in or on the Premises.
- (2) The Lessee acknowledges and agrees that all alterations must be in strict accordance with any planning or building approvals for such alterations.

## **9.2 Consent**

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 9.1** the Lessor may:
- (a) consent subject to conditions; and
    - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent;
    - (ii) require that work be carried out in accordance with the Building Code of Australia; and
    - (iii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
  - (b) if the Lessor consents to any matter referred to in **clause 9.1**:
    - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
    - (ii) the Lessee must apply for and obtain all such consent, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions and must strictly comply with such consents or approvals.

## **9.3 Cost of Works**

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

## **9.4 Conditions**

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

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

## 10. Use

### 10.1 Restrictions on use

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

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

### 10.2 Keys and access

- (1) The Lessee must take appropriate measures to ensure the security of keys and access cards to the Premises, at all times.
- (2) Unless otherwise approved by the Lessor in writing, the Lessee must not have additional sets of keys or access cards copied or cut.
- (3) The Lessee must notify the Lessor of any loss of keys or access cards immediately. The Lessor will arrange for replacement keys to be issued to the Lessee at the Lessee's cost, to ensure all keys conform to the Lessor's master keys.
- (4) The Lessee must not change any of the Premises' locks, without the prior approval of the Lessor. If the locks are changed the Lessee must provide the Lessor with keys to access all areas of the Premises.
- (5) If the Lessor requires access to the Premises pursuant to its powers under this Lease, and is unable to access the Premises due to an unauthorised change in locks, the Lessor may take all such measures to enter the Premises and to re-secure the Premises, and the Lessee will bear all costs associated with such measures.

### **10.3 Operation of Business**

- (1) The Lessee must:
  - (a) conduct its business on the Premises at all times in a proper efficient and reputable manner and must not use the Premises nor permit the Premises to be used for any illegal, immoral or improper use or purpose;
  - (b) not without the prior written consent of the Lessor use or permit to be used any other method in lighting the Premises other than by electricity and will not use or permit or suffer to be used any method of heating other than by electricity, gas or oil;
  - (c) keep in force all licences and permits required for the carrying on of any business conducted by it in or upon the Premises; and
  - (d) deliver to the Lessor any notices or orders served on or received by the Lessee in respect of the Premises or the conduct of the Lessee's business on the Premises.

### **10.4 Lessee to Observe Copyright**

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

### **10.5 Minimise nuisance to neighbours**

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

### **10.6 No Warranty**

The Lessor gives no warranty:

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

### **10.7 Premises Subject to Restriction**

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

## 11. Common Areas

### 11.1 Lessee's covenants and acknowledgements

- (1) The Lessee may use the Common Areas in common with other tenants of the Land.
- (2) The Lessee shall not use the Common Areas or any Facility or any Mechanical Service, item of plant and equipment or Lessor's fixture for a purpose other than that for which was designed or for which it is designated by the Lessor.
- (3) The Lessee shall not do or omit to do any act or thing which might cause or allow the Common Areas or any Facility or any Mechanical Service:
  - (a) to deteriorate or become impaired except for fair wear and tear;
  - (b) to be in a condition other than a good and sanitary condition; or
  - (c) to be obstructed.

### 11.2 Lessor's reservations

The Lessor may cancel, suspend, vary or restrict the Lessee's rights in relation to the Common Areas:

- (a) to enable work to be carried out;
- (b) to comply with the law or with the Lessor's obligations to any third party; or
- (c) in the interests of good building management,

but in so doing, the Lessor must not prevent access to the Premises or otherwise materially impair the Lessee's use and enjoyment of the Premises during the Lessee's normal hours of use of the Premises.

### 11.3 Lessee to comply with Lessor's directions

The Lessee must:

- (a) comply with and observe the reasonable requirements of the Lessor in relation to the use and handling of the plant and equipment or any amenity or Facility; and
- (b) not do anything which might interfere with or impair the efficient operation of the plant and equipment or any amenity or Facility, unless as otherwise agreed between the parties.

### 11.4 Comply with Rules and Regulations in relation to Common Areas

The Lessee must comply with all rules and regulations made by the Lessor with respect to the Common Areas.

### 11.5 Damage to Common Areas

The Lessee must make good any breakage defect or damage to the Common Areas or to any other part of the Land or any appurtenance or equipment of Facility or Mechanical Service

therein caused by want of care misuse or abuse on the part of the Lessee or the Lessee's Agents or by any breach of this Lease by the Lessee.

## 12. Lessor's right of entry

### 12.1 Entry on Reasonable Notice

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

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

### 12.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 12.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand

### 12.3 Notice to Relet

During the last three (3) months prior to the expiry of the Lease the Lessee must:

- (a) permit the Lessor to affix upon any part of the Premises a notice for reletting the same;
- (b) not remove, conceal or deface such notice to relet; and
- (c) permit intending tenants at all reasonable times to view the Premises.

## 13. Performance Bond

### 13.1 Performance Bond

Prior to execution of this Lease, the Lessee must give the Lessor:

- (a) an unconditional and irrevocable undertaking from a bank or financial institution authorised to carry on banking in Australia under the *Banking Act 1959* in favour of the Lessor and in a form reasonably satisfactory to the Lessor; or
- (b) a cash bond,

in the terms provided in **clauses 13.2 to 13.5 (Performance Bond)**.

### 13.2 Purpose of the Performance Guarantee

The Lessee covenants and agrees that in respect of the Performance Bond it authorises the Lessor to draw on the Performance Bond:

- (a) if any Amounts Payable remain unpaid for 7 days after becoming due whether or not a demand or Notice has been given to the Lessee; or
- (b) to recover the cost to the Lessor of rectifying any breach of any of the Lessee's Covenants (other than the covenant to pay the Amounts Payable) which has not been rectified by the Lessee within 14 days of being notified of the breach.

### 13.3 Term of Guarantee

The Performance Bond must be enforceable at all times for:

- (a) the Term of the Lease;
- (b) any further term, extension or holding over; and
- (c) a period of three months after termination of the Lease.

### 13.4 Amount of Performance Bond

The amount of the Performance Bond shall be at any point in time during the Term or any Further Term be equal to the sum specified in **Item 9** of the Schedule. For the avoidance of doubt, the Lessee acknowledges that if the Rent is increased following a Rent Review, or if the Lessor draws upon the Performance Bond at any time during the Term, the Lessee will be required to provide a supplementary or replacement Performance Bond such that the amount of the Performance Bond always equals the amount specified in **Item 9** of the Schedule

### 13.5 Cost of Performance Bond

Any costs associated with meeting this obligation will be paid by the Lessee.

### 13.6 Return of Performance Bond

The Lessor shall return the Performance Bond (or any remaining portion of the Performance Bond) after three months after termination of the Lease.

## 14. Personal Guarantee

### 14.1 Personal Guarantee

In consideration of the Lessor entering into a Lease with the Lessee at the request of the Guarantor, the Guarantor hereby jointly and severally:-

- (a) GUARANTEES payment by the Lessee of the Amounts Payable by the Lessee to the Lessor pursuant to this Lease and the observance and performance by the Lessee of the Lessee's Covenants;
- (b) AGREES that if any money payable by the Lessee to the Lessor pursuant to the terms of this Lease shall not be recoverable from the Guarantor under this Guarantee by reason of any legal limitation disability or incapacity on or of the Lessee or by reason of any avoidance of the liability of the Lessee or of any other fact or circumstances then the Guarantor will hold the Lessor fully indemnified at all times against all loss or damage which the Lessor may suffer or incur by reason of any limitation disability incapacity failure fact or circumstances.

**(Personal Guarantee)**

### 14.2 Guarantor's Covenants

The Guarantor covenants and agrees with the Lessor as follows:

- (a) To pay all moneys due and payable to the Lessor by the Lessee under this Lease upon demand.
- (b) The liability of the Guarantor will not be affected by:
  - (i) the granting of any time or other indulgence by the Lessor to any person;
  - (ii) any compounding compromise release abandonment waiver variation or renewal of any term of this Lease or of the right of the Lessor or any omission;
  - (iii) the avoidance of any payment by the Lessee or the Guarantor to the Lessor;
  - (iv) any other dealing matter or thing which but for this provision operates to affect the liability of the Guarantor.
- (c) This Personal Guarantee is an irrevocable and continuing Personal Guarantee and will remain in effect for the benefit of the Lessor in respect of all liabilities of the Lessee arising from this Lease both before and after the determination of the Term.
- (d) All benefits or moneys received by the Lessor from or on account of the Lessee capable of being applied by the Lessor in reduction of any money owing to the Lessor will be taken and applied by the Lessor as payment in gross without any right of the Guarantor to claim any benefit from any moneys so received by the Lessor.
- (e) Upon liquidation or bankruptcy of the Guarantor the Lessor will be entitled to prove for the total indebtedness of the Lessee under this Lease for the Term notwithstanding that the Rent or other moneys payable by the Lessee to the Lessor under this Lease are not due and payable at the date of the liquidation or bankruptcy of the Guarantor.

- (f) The indemnity given in this clause by the Guarantor will be a principal obligation and may be enforced against the Guarantor without any responsibility on the part of the Lessor to proceed against the Lessee or any other person.
- (g) Upon liquidation or bankruptcy of the Lessee the Guarantor will not prove in competition with the Lessor and the Guarantor authorises the Lessor to provide for all moneys which the Guarantor has paid under this Lease and retain or to appropriate at the discretion of the Lessor any amount received by the Lessor.
- (h) To give effect to this Lease the Guarantor waives in favour of the Lessor all rights of the Guarantor against the Lessee.
- (i) The liabilities of the Guarantor created by this clause shall not be affected by reason of any security taken by the Lessor being or becoming void or defective.
- (j) In the event of any part of this Lease being severed in accordance with the provisions in that behalf contained or implied in this Lease then the Guarantor will not be entitled to rely on or claim the benefit of any severance.
- (k) This Personal Guarantee will remain in force and continue notwithstanding any extension, renewal or assignment of this Lease, and will continue during any period of holding over by the Lessee (whether or not with the Lessor's consent).

### 14.3 Obligations Effective in All Circumstances

The obligations (expressed or implied) of the Guarantor in this Lease shall apply to and be fully effective in respect of the Lessee's Covenants whether or not:

- (a) the whole or any part of the Lessee's Covenants are enforceable at law or in equity or otherwise pursuant to any express or implied lease, tenancy or other right of occupancy of or interest in the Premises granted by or derived from the Lessor under this Lease or under or pursuant to any antecedent agreement or otherwise enjoyed by the Lessee at law or in equity;
- (b) the Lease is in a form such as to be capable of being registered in the manner referred to in the *Transfer of Land Act 1893*; or
- (c) it is the intention (expressed or implied) of either or both of the Lessor and the Lessee that the Lease be registered in the manner referred to in the *Transfer of Land Act 1893*.

## 15. Statutory obligations and notices

### 15.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises, including without limitation all relevant laws relating to occupational health and safety and the health and safety of all persons entering upon the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 10**;

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

## 15.2 Safety & Testing Obligations

- (1) The Lessee acknowledges and agrees that it is fully responsible at its cost for ensuring that the Premises, and any fixtures or fittings located on the Premises, are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
- (2) To comply with its obligation pursuant to **clause 15.2(1)** above, the Lessee acknowledges that it will be required to, amongst other things:
  - (a) comply with the requirements of the *Occupational Safety and Health Act 1984*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person;
  - (b) comply with all relevant requirements of the Department of Fire & Emergency Services (**DFES**), including without limitation the requirement to ensure that all fire protection and firefighting equipment located, or installed at or on the Premises, is tested regularly for compliance with Australian Standards and DFES's requirements; and
  - (c) ensure that the emergency/exit lighting systems on the Premises (if applicable) are adequately maintained in accordance with the requirements of the Building Code of Australia and relevant Australian Standards.

## 15.3 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

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

## 15.4 No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or

exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

## 16. Report to Lessor

The Lessee must immediately report to the Lessor:

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

## 17. Default

### 17.1 Events of Default

- (1) Subject to **clause 17.1(2)**, a default occurs if:
  - (a) any Amounts Payable remain unpaid after becoming due and remains unpaid for one month after written notice has been given to the Lessee to pay such Amounts Payable;
  - (b) the Lessee is in breach of any of the Lessee's Covenants other than the covenant to pay the Amounts Payable for 28 days after written notice has been given to the Lessee to rectify the breach;
  - (c) an order is made or a resolution effectively passed for the winding up of the Lessee unless the winding up is for the purpose of amalgamation or reconstruction;
  - (d) a controller, as defined by the *Corporations Act 2001* is appointed in respect of the Lessee's interest in the Premises under this Lease;
  - (e) a mortgagee takes possession of the Lessee's interest in the Premises under this Lease;
  - (f) the Premises are vacated and remain so for a continuous period of 28 days;
  - (g) the registration of the Lessee is cancelled or dissolved under the *Corporations Act 2001* or the *Associations Incorporation Act 2015*, as the case may be; or
  - (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.
- (2) For the purposes of **clause 17.1(1)** the Lessor agrees that the Lessee will not be in default under the Lease if, at any time, an administrator, as defined by the *Corporations Act 2001*, is appointed in respect of the Lessee except where the administration comes to an end by reason of the Lessee's creditors resolving that the Lessee should be wound up.

## 17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1(1)**, the Lessor may:

- (a) upon written notice to the Lessee, at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 20**,

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

## 17.3 Lessor may Remedy Lessee's default

If the Lessee:

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

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

## 17.4 Acceptance of Amount Payable By Lessor

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

## 17.5 Essential Terms

Each of the Lessee's Covenants in **4** (Rent and Other Payments); **5** (Insurance); **6** (Indemnity); **8** (Maintenance, Repair and Cleaning), **10** (Use) and **23** (Assignment, Subletting and Charging) is an essential term of this Lease but this clause does not mean or imply that there are no other essential terms in this Lease.

## 17.6 Breach of Essential Terms

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

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;

- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee AGREES with the Lessor that if the Term is determined:
  - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
  - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,  
  
the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by lapse of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;
- (d) the Lessee agrees that the obligation set out in this **clause 17.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 17.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by lapse of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

## 18. Repudiation by Lessee

### 18.1 Compensation

In the event that the Lessee's conduct (whether by acts or omissions) constitutes a repudiation of the Lease (or of the Lessee's obligations under the Lease) or constitutes a breach of any Lease covenants, it is agreed that:

- (a) the Lessee shall compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach; and
- (b) the Lessor shall be entitled to recover damages against the Lessee in respect of the repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term of this Lease.

### 18.2 Entitlement to Recover Damages

The Lessor's entitlement to recover damages shall not be affected or limited in the event that:

- (a) the Lessee abandons or vacates the Premises;
- (b) the Lessor elects to re-enter or to terminate the Lease;

- (c) the Lessor accepts the Lessee's repudiation; or
- (d) the Parties' conduct constitutes a surrender by operation of law.

### **18.3 Legal Proceedings**

The Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire Term, including the periods before and after the Lessee has vacated the Premises, and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in **clause 18.2**, whether the proceedings are instituted either before or after such conduct.

## **19. Option to renew**

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

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

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

## **20. Holding over**

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

## **21. Obligations on Termination**

### **21.1 Restore Premises**

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease and repair, replace or make good to the satisfaction of the Lessor any of the Premises (which for the avoidance of doubt includes the exterior façade, the walls, the exterior and interior of all windows, doors, all other glass and other fixtures) where they have been damaged by the Lessee or any of the Lessee's Agents.

## 21.2 Remove Lessee's Property prior to Termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture including without limitation any signs (other than air-conditioning plant and fire equipment, security alarms, window treatments, carpets and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises) and promptly make good to the satisfaction of the Lessor any damage caused by the removal.

## 21.3 Peacefully Surrender

On Termination, the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- (b) surrender to the Lessor all keys, swipe cards, and security access devices held by the Lessee.

## 21.4 Lessor can Remove Lessee's Property on Re-Entry

If the Lessee fails to remove any such fixtures or fittings and any other chattels, stock or goods belonging to the Lessee in accordance with **clause 21.2** within fourteen (14) days from the determination of the Term, the Lessor may at its option:

- (a) cause any such fixtures or fittings to be removed and stored at the cost of the Lessee and any such damage to be made good and any such alterations to be so re-altered and may recover the costs thereof from the Lessee as a liquidated debt payable on demand; or
- (b) elect to treat any such fixtures or fittings and any other chattels, stock or goods of the Lessee to be deemed abandoned by the Lessee and such property shall then be and become the property of the Lessor absolutely.

## 21.5 Lessor may require Lessee to remove all buildings and improvements

- (1) Notwithstanding any other provision of this Lease, the Lessor may, by written notice with six months prior to Termination or within 30 days after the earlier determination of this Lease (**Removal Notice**), require the Lessee at its cost and to the Lessor's satisfaction:
  - (a) remove any improvements, the buildings and fixtures constructed or located on the Premises; and
  - (b) following the removal of any improvements, the buildings and fixtures in accordance with paragraph (a) restore the Premises the same or substantially the same condition as it was immediately prior to the erection or construction of such improvements, buildings and fixtures.
- (2) If the Lessee fails to comply with paragraph (1) above within 90 days of the Removal Notice, the Lessor may at its option:
  - (a) remove all structures, the building, fixtures and property and recover the cost of doing so from the Lessee as a liquidated debt payable on demand; and

- (b) rehabilitate and restore the Premises and recover the cost of doing so from the Lessee as a liquidated debt payable on demand.

## **21.6 Obligations to continue**

The Lessee's obligations under this clause will survive termination.

## **22. Damage or Destruction of Premises**

- (1) If the Premises or any part thereof is totally or partially destroyed so as to require major rebuilding either party may within 2 months of the destruction, or the damage terminate the Term with immediate effect by giving Notice to the other party.
- (2) If this Lease is terminated in accordance with this clause, **clause 21** will apply.

## **23. Assignment, sub-letting and charging**

### **23.1 No assignment or sub-letting without consent**

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

### **23.2 Change in Ownership of Shares**

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act 2001* (Cth) the Lessee must give the Lessor written notification of the change in ownership of shares within 14 days of the change.

### **23.3 Lessor's Consent to Assignment**

Provided all parties whose consent is required under this Lease or at law to an assignment give their consent, then the Lessor may not unreasonably withhold its consent to the assignment of the leasehold estate created by this Lease if:

- (a) the proposed assignee being a respectable and financially sound person, experienced and having a good reputation in conducting a business permitted under the provisions of the Lease, which the Lessee must demonstrate to the Lessor's reasonable satisfaction, and the onus of proof shall be on the Lessee to the reasonable satisfaction of the Lessor;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by the proposed assignee of a deed of assignment to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors;
- (d) the proposed assignee provides to the Lessor any personal guarantees, or any other security the Lessor reasonably requires;

- (e) the deed of assignment contains a covenant by the assignee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants; and
- (f) the Lessor's consent to assignment of the Lease, where provided, may be given subject to such reasonable conditions as the Lessor sees fit.

#### **23.4 Subletting requirements**

Provided all parties whose consent is required under this Lease or at law to a sublease give their consent, then the Lessor may not unreasonably withhold its consent to sublease of the Premises if:

- (a) the proposed use of the Premises is consistent with the Permitted Purpose;
- (b) the terms of the sublease are consistent with the terms of this Lease; and
- (c) rent for the sublease of the Premises or part thereof is less than the pro rata \$/m<sup>2</sup> payable by the lessee to the Lessor under this Lease.

#### **23.5 Property Law Act 1969**

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

#### **23.6 Costs for Assignment or Sublease**

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

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sublease,

whether or not the assignment or sublease proceeds.

#### **23.7 No Mortgage or Charge**

The Lessee must not, without first obtaining the Lessor mortgage or charge the Premises.

#### **23.8 Casual hire of Premises**

- (1) Notwithstanding any other provision of this Lease, the Lessee may hire out the Premises or any part thereof on a casual basis only PROVIDED:
  - (a) such use is consistent at all times with the Permitted Purpose;
  - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease; and

- (c) the hirer has appropriate insurances (including in particular public liability insurance) and the Lessee has obtained copies of the certificates of currency for such insurances prior to the hire taking place.
- (2) For the purposes of this Lease, “casual hire” means any hire of the Premises by the Lessee to a third party for temporary, short term or ad hoc periods of time and does not include any exclusive use of the Premises in excess of one month or the formal transfer, assignment or sublease of the Premises. Exclusive use of the Premises for a period in excess of one month will be considered a ‘sublease’ or ‘assignment’ of the Premises.
- (3) The Lessee acknowledges that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.
- (4) The Lessee must keep accurate and comprehensive records of all hire arrangements. The Lessee must provide to the Lessor, annually and on written demand, a report outlining all hires within the relevant specified period of time. The format of the report and the content of the report must be to the Lessor’s reasonable satisfaction.

## 24. Disputes

### 24.1 Referral of Dispute: Phase 1

Except as otherwise provided in the Lease or the Retail Shops Act, any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor’s Representative as nominated in writing by the Lessor from time to time (**Lessor’s Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor’s Representative and an employee of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

### 24.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 24.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and or director of the Lessee or a senior representative of the Lessee for the purpose of resolving the dispute.

### 24.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 24.2** of this Lease 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 Lessor and the Lessee may each be represented by a legal practitioner.

## **24.4 Payment of Amounts Payable to Date of Award**

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

## **25. Goods and services tax**

### **25.1 Lessee must Pay**

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

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

### **25.2 Increase in GST**

If, at any time, the GST Rate is increased, the Lessor 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 25.1(b)**.

### **25.3 GST invoice**

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 25.2** the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

## **26. Notice**

### **26.1 Form of delivery**

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

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

### **26.2 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 26.1(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 26.1(b)**, on the fifth business day following the date of posting of the Notice.

### 26.3 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 or their delegate;
- (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.

## 27. 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 Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease. If there is any inconsistency between the provisions of **Item 11** of the Schedule and the remaining provisions of this Lease, the provisions of **Item 11** of the Schedule will prevail to the extent of that inconsistency

## 28. Trustee Provisions

If the Lessee enters into this Lease as trustee of a trust:

- (a) the Lessee does so both for itself and as trustee of the trust and in this Lease, each reference to the Lessee has effect as a reference to it in each capacity;
- (b) the Lessee warrants to the Lessor that:
  - (i) it is the only trustee of the trust; and
  - (ii) no action has been taken or proposed to remove it as trustee of the trust; and
  - (iii) it has power under the trust deed of the trust to enter into this lease and it has entered into this lease for the benefit of the beneficiaries of the trust; and
  - (iv) it has a right to be fully indemnified out of the assets of the trust in respect of obligations incurred by it under this lease; and
  - (v) the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the Lessee has a right to be indemnified out of those assets; and

- (vi) it is not in default under the trust deed; and
- (vii) no action has been taken or is proposed to terminate the trust; and
- (viii) it has complied with its obligations in connection with the trust; and
- (ix) the Lessor's rights under this Lease rank in priority to the interests of the beneficiaries of the trust.

## 29. General Provisions

### 29.1 Lessor's Consent

The Lessee acknowledges and agrees with the Lessor that:

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

### 29.2 Acts by agents

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

### 29.3 Statutory powers

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

### 29.4 Severance

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

### 29.5 Variation

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

### 29.6 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 Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

## **29.7 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 Lease.

## **29.8 No Absolute Caveat**

The Lessee must not lodge an absolute caveat at Landgate against the Certificate of Title for the Premises, unless the Lessee has first obtained the written consent of the Lessor.

## **29.9 Waiver**

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

## **29.10 Governing law**

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

## **29.11 Interpretation**

In this Lease, unless expressed to the contrary:

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

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

# Schedule

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## Item 1 Land and Premises

### Land

Portion of Lot 36 being the whole of the land comprised in Certificate of Title Volume 411 Folio 169, known as 39 Federal Street as depicted in Annexure 1.

### Premises

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

## Item 2 Term

2 years commencing on [insert date] and expiring on [insert date].

## Item 3 Further Terms

Not applicable

## Item 4 Commencement Date

[to be inserted]

## Item 5 Rent

\$21,250.00 per annum plus GST, payable in advance by equal monthly instalments, with the first instalment due on the Commencement Date.

## Item 6 Permitted Purpose

The Premises may only be used for the retail sale of Asian food products and related specialty goods, including ancillary retail activities reasonably associated with that use, and for no other purpose without the prior written consent of the Shire.

## Item 7 Public Liability Insurance

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

## Item 8 Rent Review Dates

### **CPI Reviews**

CPI Reviews are to be undertaken on each anniversary of the Commencement Date for each year of the Term (including any Further Term and period of holding over, if applicable) except for years where a Market Review is required to be carried out.

### **Market Reviews**

Not applicable

## Item 9 Amount of Performance Bond

Not applicable

## Item 10 Guarantor

Not applicable

## Item 11 Additional terms and conditions

- a) The Lessee acknowledges that pursuant to the Commercial Tenancy (Retail Shops) Agreements Act 1985:
  - i. It has received a Tenant Guide (Form 4); and
  - ii. It has requested a 24 month lease with no further options, which is less than the minimum 5 year lease under the Commercial Tenancy (Retail Shops) Agreements Act 1985 and agrees to sign a waiver acknowledgement pursuant to section 13 of that Act (Section 13 Form) to which the Lessor will send to the Commercial Registrar of the Department of Mines & Industry Regulation.
- b) Water utility charges and electricity charges will be reimbursed by the Lessee to the Lessor in an agreed percentage by the Lessee, as no sub meters can be utilised for the water utilities, the agreed upon percentage for the leased property will be 30 per cent of the total water bill received bi-monthly.
- c) Notwithstanding clause 6.2 of the lease, the Lessor will meet all costs of Building Insurance, other than excesses on insurance claims, with respect to the demised premises.
- d) The Lessors Building Surveyor or appointed agents or shall, at least on an annual basis (in conjunction with the Lessee) inspect all leased buildings and land to ascertain their state of maintenance pursuant to the lease to determine the priority future and long term maintenance to be undertaken by either party pursuant to the lease.

# Signing page

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**EXECUTED by the parties as a Deed**

2026

THE COMMON SEAL of THE SHIRE OF )  
NARROGIN was hereunto affixed by )  
authority of a resolution of the Council in the )  
presence of:

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
Dale Stewart

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
Leigh Ballard

**EXECUTED by Lucky Cat Trading Pty Ltd**  
**ABN 99 690 613 506** pursuant to Section 127  
of the Corporations Act:

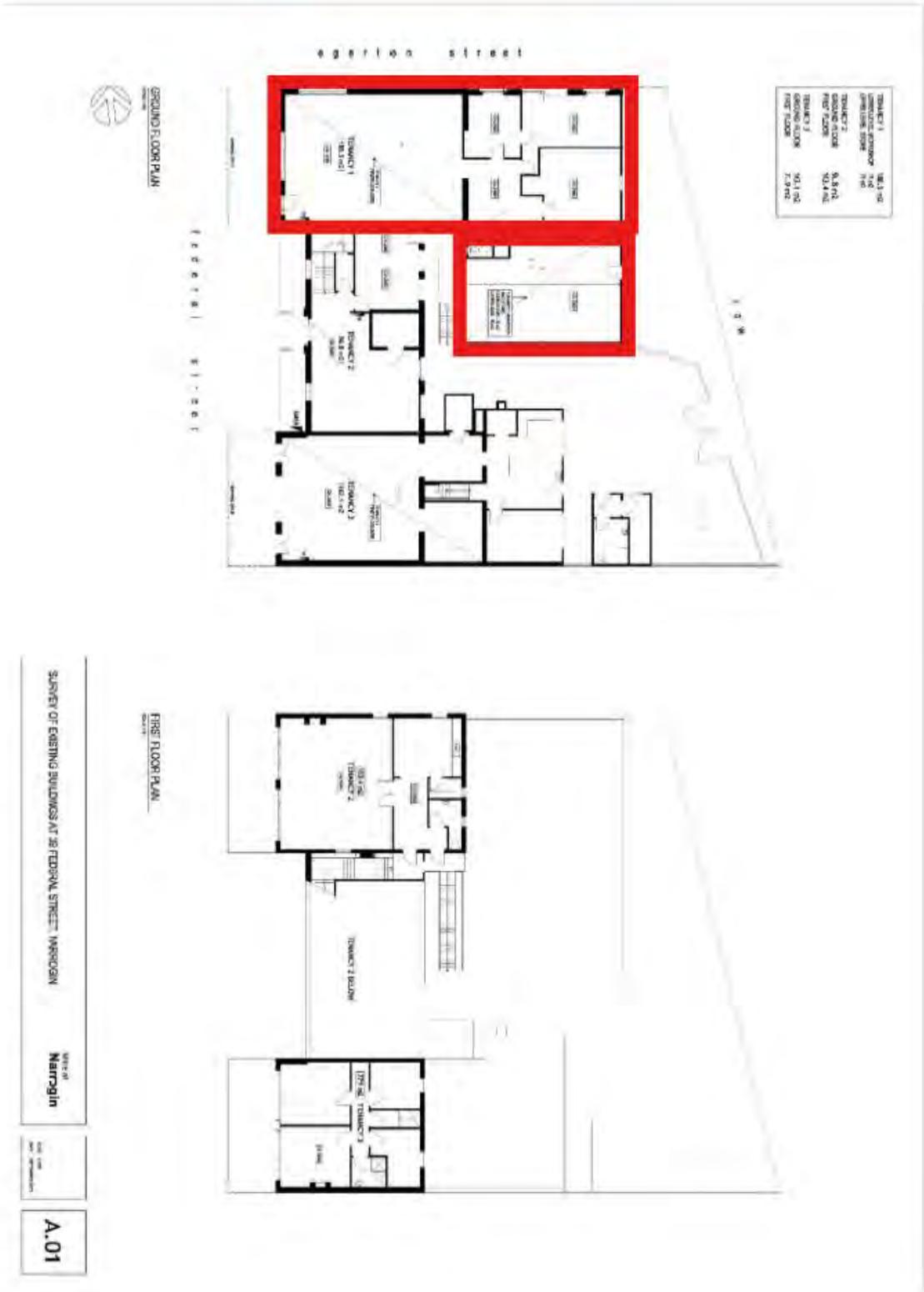
\_\_\_\_\_  
Full Name of Director

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Full Name of Director/Secretary

\_\_\_\_\_  
Signature of Director/Secretary

# Annexure 1 – Sketch of Premises



# Annexure 2 – Minister for Lands' consent

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N/a

# Annexure 3 – Maintenance obligations

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## Maintenance Responsibilities – Shire Owned Building Leases

<b>Responsibility of Lessee</b>
General Cleaning
Window Cleaning
Portable Appliance Testing
Carpet Cleaning
RCD Testing
Grease Trap Service
Filters / UV Lamps
Heating Ventilation and Cooling (Air conditioner/heater) - Cleaning
Vinyl Floor cut & polish
Emergency/Exit Light Testing
Fire equipment testing
Painting
All Plumbing repairs
All Electrical repairs
All Fixings repair
Auto Door Servicing
Heating Ventilation and Cooling (Air conditioner/heater) - Maintenance (Shire Owned)
RPZD & Check Valves
<b>Responsibility of Lessor</b>
Annual Building Inspection
Pest Control – termites only
Structural Repairs
Roofing Repairs

# Annexure 4 – Lessor's Fixtures and Fittings

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Nil

### 10.4.3 45 FEDERAL STREET - LEASE TO FEDDY'S DINER AND REFURBISHMENT CONTRIBUTION

File Reference	A340209
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Feddy's Diner
Previous Item Numbers	Nil
Date	18/02/2026
Author	Danielle van Rooyen – Business Development Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	1. 45 Federal Street – Draft Lease

#### Summary

This report seeks approval for the Chief Executive Officer to execute a new commercial lease with Feddy's Diner for the premises at 45 Federal Street, Narrogin.

The proposed lease term is three (3) years with a two (2) year option. For the initial three (3) year term, rent is proposed be set at market value for the café component only. The arrangement also includes a shared contribution toward tenant-delivered refurbishment works to the upstairs residential component of the Shire asset.

Upon completion of the refurbishment works and commencement of use of the upstairs residence, rent during the two (2) year option period is proposed to increase to reflect market rent for both the café and residential components of the premises.

#### Background

The premises at 45 Federal Street, Narrogin is a commercially zoned property owned by the Shire of Narrogin and comprises a ground floor café component and an upstairs residential component.

Feddy's Diner has occupied the premises under the current lease since 25 April 2024 and has requested a new lease term of three (3) years with a two (2) year option.

Independent market advice obtained by the Shire confirms that the café component supports a rental of \$17,760 per annum (plus GST). The proposed lease arrangement will result in an increase in rental income from \$15,600 per annum (plus GST) to \$17,760 per annum (plus GST) for the initial three (3) year term. This represents an increase of \$2,160 per annum (plus GST) compared to the current lease.

The upstairs residential component is not currently fully operational and requires refurbishment to make it more suitable for occupation. A quotation for refurbishment works estimated at approximately \$53,000 was provided by Town and Country Improvements, a business owned by Kevin, who is also the proprietor of Feddy's Diner. Officers have noted this related-party arrangement and, in recognition of appropriate governance principles, have structured the proposed Shire contribution to be limited to materials only, with no reimbursement for labour.

Following discussions, officers developed a shared arrangement whereby:

- the Shire of Narrogin will reimburse for the cost of materials only, capped at \$20,000, upon provision of receipts;
- no payment will be made for labour; and
- all refurbishment works must be completed within four (4) months to a trade standard and to the satisfaction of the Shire.

Under the proposed lease structure:

- Years 1 to 3 – Rent will be set at \$17,760 per annum (plus GST) for the café component only, with no rent charged for the upstairs residence during this period.
- Years 4 and 5 (if the option is exercised and once the upstairs accommodation is upgraded and available for occupation) – Rent will increase to \$25,260 per annum (plus GST), reflecting use of both the café and residential components.

Execution of any new lease will be conditional upon all outstanding rent being paid in full prior to commencement. Any outstanding rates and charges associated with the tenancy are to continue to be paid in accordance with the existing repayment arrangement or otherwise brought to a satisfactory position as determined by the Shire of Narrogin.

### Consultation

Consultation has been undertaken with:

- Elected Members via the MBS of December 2025
- The Chief Executive Officer; and
- The tenant.

### Statutory Environment

The following legislation relates to the proposal:

- The Local Government Act 1995 S3.58 (disposal of land by private treaty); and
- The Local Government (Function and General) Regulations 1996 Regulation 30.
- The Council's Delegation Register No. 3.4 – Disposing of Land – Leases, Rentals etc. is applicable in this instance, and the Chief Executive Officer holds the delegated authority to approve the lease. However, as the proposed use differs from that of the previous tenancy, the officer has elected not to exercise the delegation and has instead referred the matter to Council for determination.

### Policy Implications

The Council's Policy Manual contains no policies that relate and nor are there any proposed.

### Sustainability & Climate Change Implications

*Environmental* – The upgrade of the upstairs residential component will improve the condition and usability of the built asset, contributing to better utilisation of existing infrastructure.

*Economic* – The availability of on-site accommodation may improve the tenant's capacity to attract and retain staff by providing accessible housing options.

*Social* – There are no significant identifiable social impacts arising from adoption of the officer's recommendation.

## Financial Implications

The market rent is based on a valuation received on November 2025. The proposed lease arrangement will result in an increase in rental income from \$15,600 per annum (plus GST) to \$17,760 per annum (plus GST) for the initial three (3) year term. This represents an increase of \$2,160 per annum (plus GST) compared to the current lease.

If the two (2) year option is exercised and the upstairs residential component is upgraded and operational, rental income will increase to \$25,260 per annum (plus GST), reflecting use of both the café and residential components.

The 2025/2026 Budget includes an allocation of \$20,000 for contribution toward refurbishment works to the upstairs residential component of the property. The Shire's contribution is proposed to be capped at \$20,000 and limited to materials only, subject to receipts and satisfactory completion of works. No labour costs are proposed to be reimbursed.

Execution of the lease is conditional upon all outstanding rent being paid in full, and existing rates repayment arrangements continuing, thereby mitigating financial exposure.

## Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective:	1.	Economic Objective (Support growth and progress, locally and regionally)
Outcome:	1.1	Growth in revenue opportunities
Strategy:	1.1.1	Attract new industry, business, investment and encourage diversity whilst encouraging growth of local business
Strategy:	1.1.2	Promote Narrogin and the Region
Objective:	3.	Environment Objective (Conserve, protect and enhance our natural and built environment)
Outcome:	3.4	A well maintained built environment
Strategy:	3.4.1	Improve and maintain built environment

## Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Refurbishment works not completed, delayed or completed to substandard level.	Unlikely (2)	Minor (2)	Low (1-4)	Asset Sustainability	Treat through limiting reimbursement to receipted materials only; excluding labour costs; requiring completion within four (4) months; and requiring works to be completed to a tradesman like standard and to the satisfaction of the Shire prior to reimbursement.

## Risk Matrix

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of four (4) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

## Comment/Conclusion

The proposal presents a structured and balanced approach to managing a Shire-owned commercial asset while supporting local business continuity.

Independent market advice confirms that \$17,760 per annum (plus GST) represents appropriate market rent for the café component of the premises. Achieving market rent is an important governance consideration to ensure the Shire of Narrogin meets its financial stewardship obligations and avoids underutilisation of community-owned assets.

The proposed lease secures this market rent for the initial three (3) year term, resulting in an immediate uplift in revenue compared to the current lease. Should the two (2) year option be exercised and the upstairs residential component become operational, rent will increase to \$25,260 per annum (plus GST), reflecting full use of both the commercial and residential components. This staged

approach ensures that rental income aligns with the functionality and income-generating capacity of the building.

The upstairs residential component is currently underutilised and requires refurbishment to make it suitable for occupation. The proposed materials contribution, capped at \$20,000 and funded within the 2025/2026 Budget, represents a controlled investment in improving the condition and usability of a Shire-owned asset. The Shire's contribution is proposed to be limited to materials only, excludes labour, and is subject to receipted expenditure and satisfactory completion of works. These controls mitigate financial and governance risks, particularly noting the related-party nature of the quotation provided.

Upgrading the residential component enhances the overall value of the building, improves asset utilisation, and increases its long-term income-generating potential. In addition, provision of on-site accommodation may assist the tenant in attracting and retaining staff, which is a recognised challenge in regional areas and contributes to business sustainability.

The risks associated with delivery of works, financial exposure, and probity have been identified and are considered manageable through the conditions embedded within the lease and reimbursement structure.

On balance, the proposal:

- Secures market rent in accordance with independent advice;
- Provides staged revenue growth over the lease term;
- Improves the functionality and long-term value of a Shire-owned asset;
- Maintains appropriate governance controls; and
- Supports continued activation of the Narrogin town centre.

For these reasons, the proposed lease and associated materials reimbursement arrangement are considered to represent a reasonable and commercially sound outcome for the Shire of Narrogin.

## Voting Requirements

Simple Majority

### **OFFICERS' RECOMMENDATION**

That with respect to the proposed lease of 45 Federal Street, Council:

- 1) Request the Chief Executive Officer to advertise the proposed lease via local public notice in accordance with Section 3.58 of the Local Government Act 1995;
- 2) Subject to no adverse submissions being received during the advertising period, agree to enter into a lease agreement between the Shire of Narrogin and Feddy's Diner for a term of three (3) years with a two (2) year option, in accordance with the substantive form of Attachment 1; and
- 3) Subject to Part 2), authorise the Shire President and Chief Executive Officer to affix the Common Seal and execute the lease.

# Lease Part 1, Lot 36, 45 Federal Street, Narrogin

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Shire of Narrogin

Kevin Neil Staggard (*Trading as Feddy's Diner*)

# Copyright notice

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## FORM 4

### *Commercial Tenancy (Retail Shops) Agreements Act 1985*

#### Section 6A

[r. 9]

## **TENANT GUIDE**

### FOR NEW RETAIL SHOP LEASES FROM 1 JANUARY 2013

This guide is intended to assist you, as a tenant, to understand some of your legal rights and obligations in relation to a retail shop lease under the *Commercial Tenancy (Retail Shops) Agreements Act 1985* (the *Act*). This guide does not replace financial, legal or business advice.

The Act and the regulations are available from the State Law Publisher at [www.slp.wa.gov.au](http://www.slp.wa.gov.au).

#### **WHAT IS A RETAIL SHOP LEASE?**

Entering into a lease for a retail shop means that you (the *tenant* or *lessee*) are entering into a legally binding contract with the landlord (or *lessor*). The lease agreement sets out your rights and obligations in relation to the use of the retail shop.

A lease cannot override the requirements of the Act.

The Act regulates some of the provisions which may be contained in your lease agreement, including the following:

- rent reviews
- options to renew a lease
- terminating a lease
- operating expenses (or outgoings)
- trading hours.

#### **Which leases are covered by the Act?**

The Act generally applies to leases for premises with a lettable area of 1 000 m<sup>2</sup> or less:

- that are used for carrying on a business and that are in a retail shopping centre
- that are not in a retail shopping centre, but that are used (or predominantly used) for the sale of goods by retail
- that are used for conducting a ‘specified business’ — specified businesses include, drycleaning, hairdressing, beauty therapy, shoe repair and video or DVD stores (a list of all specified businesses is available from the Department of Commerce at [www.commerce.wa.gov.au](http://www.commerce.wa.gov.au)).

There are some retail shops with a lettable area greater than 1 000 m<sup>2</sup> that are also covered by the Act — a list of these premises can be obtained from the Department of Commerce at [www.commerce.wa.gov.au](http://www.commerce.wa.gov.au).

The Act generally does not apply to leases to publicly listed companies.

*(See section 3(1) of the Act, definition of retail shop lease.)*

#### **When is the lease “entered into”?**

A lease is usually entered into when both parties have signed it. However, a lease is still valid even if the lease document hasn’t been signed by the parties if:

- the tenant takes possession of the shop premises; or
- the tenant starts paying rent.

*(See section 3(4) of the Act.)*

***What you should do:***

- *if necessary, seek advice as to whether your lease is covered by the Act*
- *establish the area of the retail shop under the lease and have this verified if necessary.*

**INFORMATION YOU SHOULD HAVE BEFORE ENTERING INTO A LEASE**

Before entering into a lease you should do the following:

- carefully read this *tenant guide*
- carefully read the *disclosure statement* provided by the landlord or the landlord's agent
- carefully read any written *lease document (including any assignments, extensions or deeds of variation)*
- obtain *independent financial, legal and business advice*.

Rent, the term of the lease, options, outgoings and related costs are open to negotiation with the landlord. Make sure that you understand these, and all other aspects of the lease, before signing it. To avoid disputes at a later stage, you should make sure that all agreements that you have made are in writing and that the lease documents are consistent with any representations made by the landlord or the landlord's agents.

***What you should do before signing or entering into a lease:***

- *seek independent legal and business advice before entering into a lease*
- *make sure you understand the lease and your rights, liabilities and obligations before signing it*
- *seek advice from financial experts to ensure you understand the costs of running the business.*

**Tenant Guide to be located in lease**

A new retail shop lease must include this tenant guide at the front of the lease.

If the landlord does not give you a tenant guide, you may have the right to do either or both of the following:

- terminate (end) the lease at any time up to 60 days after the lease was entered into (after this time you may apply to the State Administrative Tribunal for an order to terminate the lease)
- apply to the State Administrative Tribunal for an order for compensation for any monetary loss suffered by you.

*(See section 6A of the Act.)*

**Disclosure statement to be given to you by landlord**

At least 7 days before a lease is entered into the landlord must give you a disclosure statement. The disclosure statement sets out important facts about the retail shop and the lease. A copy of this tenant guide, the form of lease and annual estimates of expenditure in relation to operating expenses should be attached to the disclosure statement.

If the landlord does not give you a disclosure statement or gives you a disclosure statement that is incomplete or contains incorrect information you may have the right to do either or both of the following:

- terminate (end) the lease at any time up to 6 months after the lease was entered into
- apply to the State Administrative Tribunal for an order for compensation for any monetary loss you have suffered.

The disclosure statement should be in a prescribed form (this form is Form 1 of Schedule 2 to the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985* and is available from the Department of Commerce at [www.commerce.wa.gov.au](http://www.commerce.wa.gov.au)). It is important to read the statement carefully and make sure it includes all verbal and written agreements, promises or commitments made during negotiations with the landlord or the landlord's agent (for example, any representations about customer traffic).

The disclosure statement should also contain details about the following:

- the landlord's property, such as the total lettable area, tenancy mix and services provided
- the shop premises, such as location, area and services provided
- key terms and conditions of the lease such as rent, term of the lease, options to extend the term and rent review
- permitted use of the premises
- your contribution to the landlord's expenses (operating expenses)
- any additional charges payable by you, such as shop fitout or contributions to marketing and sinking funds.

By signing the disclosure statement you are acknowledging that you understand the basis for the retail shop lease with the landlord. If you do not understand or agree with anything in the disclosure statement you should advise the landlord immediately.

It is vital that you are satisfied that the disclosure statement sets out all relevant information regarding the retail shop and (where applicable) the shopping centre building and property. If necessary, you should check details by making relevant enquiries and by seeking appropriate independent legal or expert advice.

*(See section 6 of the Act.)*

***What you should do:***

- ***make sure that you understand the disclosure statement before signing it and ensure it includes any agreements you reached during negotiations and any promises made to you by the landlord or their agent.***

## **Disclosure by the tenant**

The landlord may ask for details of your retailing experience and financial capacity to establish and trade profitably and professionally. Any information provided to the landlord by you must also be correct and contain no misleading information.

## **PERMITTED USE OF THE RETAIL SHOP**

The permitted use clause in a lease is very important as it sets out the type of business that you can run from the premises. You should ensure that the description of permitted use is broad enough to cover the type of business that you want to operate and, if anticipated, to allow you to expand the business.

The kind of things to consider about permitted use include:

- for a hairdresser, does the permitted use include providing beauty treatments?
- for a takeaway shop, can the type of food be changed?
- your future plans for the business.

You should also check that any local government approvals are in place for the type of business that you plan to operate. Avoid potential disputes by getting the approvals you need in writing.

A permitted use clause in a lease does not mean that you have the exclusive right to carry on a particular type of business in a shopping centre. Exclusivity is a separate issue that needs to be agreed separately with the landlord and included in the lease agreement.

***What you should do:***

- ***make sure the lease and the landlord’s disclosure statement describe the shop’s permitted use and that this description is broad enough so you can expand or sell the business***
- ***check that local government approvals are in place for the business you plan to conduct — get the approvals in writing***
- ***confirm whether or not you have an exclusive right to carry on your particular type of business.***

## **TERM OF THE RETAIL SHOP LEASE**

The term of a lease is the length of time for which you can rent the shop. The lease must set out the lease term and may also include one or more options to renew or extend the term.

The length of the term of the lease is critical because it should be long enough to enable you to recover your investment, make a profit and sell the business, if you wish.

### **Minimum of 5 years**

In most cases, the Act gives a tenant who is entering into a new lease a right to a minimum 5 year lease term. The 5 year term can be a combination of the initial term and options to extend the lease (for example, an initial term of 2 years and an option to renew of 3 years). The initial term does not need to be 5 years.

If the lease does not provide for options to extend the lease to a 5 year term, you have a legal right to do so (often called a “statutory option”). You can exercise this option by giving the landlord written notice in the standard form at least 30 days prior to the expiry of the term of the lease (the standard form is Form 3 of Schedule 2 to the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985* and is available from the Department of Commerce at [www.commerce.wa.gov.au](http://www.commerce.wa.gov.au)). Although the Act allows you to extend the lease to a 5 year term, you do not need to extend the lease for the whole of this period if you choose not to.

The right to a 5 year term will only apply to retail shop leases with a term of more than 6 months (this includes any lease where the tenant has been continuously in possession of the premises for more than 6 months).

*(See section 13 of the Act.)*

### **The term can be longer or shorter than 5 years**

Even though the Act gives tenants a right to a minimum 5 year term, you can negotiate a term that is longer than 5 years (for example, a 10 year term, or a 5 year initial term with 2 options to renew for a further 5 years each).

In some circumstances, you may agree to a term shorter than 5 years, but this must be your decision and needs to be approved by the State Administrative Tribunal.

*(See section 13(7b) of the Act.)*

### **Exercising an option to renew**

It is important that you exercise an option to renew a lease in the way set out in the lease (you may need to let the landlord know in writing and within certain timeframes). If you do not exercise an option to renew properly the landlord may not be obliged to renew the lease.

The Act requires the landlord to give you written notice of the expiry date for any options to renew (the date on which the option to renew is no longer valid). You must receive this notice between 6 and 12 months before the expiry date. If the landlord fails to give you notice the option expiry date may be extended.

*(See section 13C of the Act.)*

## At the end of the lease term

At the end of the term of the lease and the use of any options to renew the lease, the landlord does not have to renew the lease and you will have no further rights to occupy the premises. In some instances the landlord may allow you to continue to occupy the premises on a month to month basis.

Within 12 months before the end of the lease term you can make a written request to the landlord asking whether the landlord intends to renew the lease. The landlord must reply to such a request in writing within 30 days.

*(See section 13B of the Act.)*

### **What you should do:**

- *seek advice as to the appropriate lease term for your business*
- *don't assume that you will get a new lease at the end of the lease term — you need to make sure that the term of your lease is appropriate for your business structure*
- *seek advice as to the landlord's intentions at the end of the lease term as early as possible so that you can plan accordingly.*

## Does the lease include redevelopment or relocation clauses?

Many leases include a clause allowing a landlord to terminate a lease before the end of the agreed lease term if the premises are to be redeveloped. In some instances the landlord may offer to relocate a tenant to alternative premises.

For the initial 5 years of a lease term, a redevelopment or relocation clause may only be included in a lease if:

- it is in the prescribed form (see item 2 of Schedule 1 to the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985* and is available from the Department of Commerce at [www.commerce.wa.gov.au](http://www.commerce.wa.gov.au)); or
- it has been approved by the State Administrative Tribunal (if the parties have agreed to a provision that is different to the prescribed form).

If 5 years of the term have already expired, then the clause must be in accordance with the provisions of the Act — which sets out requirements in relation to notice, offer of alternative premises, payment of the tenant's reasonable costs and payment of compensation.

*(See section 14A of the Act.)*

### **What you should do:**

- *carefully look at any redevelopment or relocation clause in the lease and consider:*
  - *what commitment is the landlord giving about relocation of the shop – will the new location and rental be comparable to the current premises?*
  - *what compensation is the landlord offering you if your trade is affected?*
  - *what effect will it have on your business?*
- *seek independent financial, legal and business advice on the clause.*

## RENT

Rent is usually the largest ongoing payment required under a lease. The Act does not regulate what the rent should be. However, the Act includes some rules relating to rent based on turnover and review of rental.

## Types of rent

The initial rent for a shop is a matter for negotiation between the landlord and the tenant. Rental for retail shops can vary considerably depending on the location, the size of the shop, the term of the lease and the type of business.

Some common methods of determining rent are:

- net rent — an agreed base rent plus a contribution to the landlord's operating expenses or outgoings
- gross rent — an all inclusive payment for all the shop's occupancy costs
- semi-gross rent — an amount charged for rental inclusive of some outgoings (for example, the tenant may pay the semi-gross rent plus its proportion of rates and taxes)
- turnover rent or percentage rent — a component of rent that is determined as a percentage of the tenant's turnover during a specified period.

### ***What you should do:***

- *seek expert advice as to the basis for determining rent that best suits your business operations*
- *pay your rent on time — if you don't pay your rent, the landlord may be able to end your lease.*

## Rent based on turnover

Some leases base rent (or a part of the rent) on a percentage of the turnover of the tenant's business.

If you have agreed to a rent based on turnover, then:

- the lease must set out an agreed formula
- your agreement must be formalised in writing on the prescribed form before the lease is entered into (the prescribed form is Form 2 of Schedule 2 to the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985* and is available from the Department of Commerce at [www.commerce.wa.gov.au](http://www.commerce.wa.gov.au)).

The Act also recognises the confidentiality of turnover figures to a retail business and limits the use of this information.

*(See section 7 of the Act.)*

***The landlord cannot require you to provide turnover figures unless your rent is to be based on turnover.***

*(See section 8 of the Act.)*

## RENT REVIEW

Most leases will state that the rent will be reviewed at regular intervals.

At each review time the lease must set out a single basis on which the rent is to be reviewed, this can include:

- the market rent
- an increase by reference to the Consumer Price Index (CPI)
- a set percentage increase
- an agreed formula or combination, for example, CPI + 2%.

The types of review may vary over the life of the lease (the lease may state that reviews are to alternate between CPI and market review). However, the lease cannot give the landlord the right to choose the greatest return from a range of rent types at any one review (for example, the lease cannot state that the increase is to be CPI or 5% whichever is higher).

***The lease may specify only one method of review at a time.***

### **Market rent**

The Act provides that market rent is the rent obtainable for the retail shop in a free and open market if it were vacant and to be let on similar terms.

The market rent is not to take into account:

- the goodwill of the business
- any stock, fixtures or fittings that are not the property of the landlord
- any structural improvements paid for or carried out by the current tenant.

### **Market rent review**

If your lease specifies a market rent review, the Act provides that both parties can initiate the market rent review process and if the parties cannot agree on the rental:

- appoint a licensed valuer (agreed to by both parties) to determine the new rental; or
- request that the Small Business Commissioner appoint a valuer to determine the rental; or
- each appoint a valuer to determine the rental.

A landlord is required under the Act to provide a valuer with certain information in relation to retail shops in a shopping centre or in the same building in order to assist the valuer to decide the market rent. A valuer must keep this information confidential.

A disagreement regarding the new rent may be referred to the Small Business Commissioner for mediation or to the State Administrative Tribunal for determination. Until the new rent is agreed, the current rent continues to apply. Once the higher or lower rent is agreed, adjustments will be backdated to the review date.

### **No “ratchet” clauses**

Any provision in a lease about a market review that seeks to prevent the rent from rising or falling above or below a certain level is void. The lease must allow the rent to rise or fall to a level supported by market evidence, for example, a clause cannot stop the rent from decreasing on a market review.

*(See section 11 of the Act.)*

#### ***What you should do:***

- ***make sure that you understand how your rent is to be calculated and what other payments may be required***
- ***consider whether your business can sustain the current rent, rent increases and operating expenses over the term of the lease.***

### **CONTRIBUTION TO THE LANDLORD’S OPERATING EXPENSES OR OUTGOINGS**

You may be required to contribute to a proportion of the landlord’s expenses. The landlord’s expenses are described in the Act as operating expenses. Leases can also refer to them as “outgoings or variable outgoings”.

Operating expenses are the costs of operating, repairing or maintaining the landlord’s premises including any building common areas. Typically these costs include the rates and taxes, cleaning, air conditioning, security, insurances and other valid expenses of running the property.

Details about the operating expenses and their payment are to be set out in the lease and the disclosure statement.

**No capital expenses or management fees**

The landlord cannot recover the following from you as an operating expense:

- management fees
- capital expenditures in relation to a retail shopping centre (for example, asset replacement)

**Operating expenses are not to exceed the “relevant proportion”**

Your contributions to operating expenses are negotiable. The Act provides that a tenant cannot be required to contribute more than the “relevant proportion” in relation to an operating expense. Nothing prevents you from negotiating with the landlord to pay less than the relevant proportion.

The relevant proportion is calculated by comparing the lettable area of your shop to the total lettable area of the shopping centre or the group of premises to which the expense relates.

$$\text{relevant proportion} = \frac{\text{lettable area of shop}}{\text{total lettable area}}$$

**Referable expenses**

In certain circumstances an operating expense may be incurred in relation to only some of the businesses in a centre or group of premises, for example, specialised cleaning used by only a few tenants. This is called a “referable expense” and can be allocated using the total lettable area of only the shops to which the referable expense relates.

<p><b><i>What you should do:</i></b></p> <ul style="list-style-type: none"><li>• <b><i>make sure that you understand the operating expenses before signing the lease</i></b></li><li>• <b><i>budget to meet the operating expenses payments.</i></b></li></ul>
--

**Landlord to provide estimates and statements for operating expenses**

In order to recover operating expenses from you, the landlord must provide you with:

- an annual estimate of expenditure for each operating expense
- an audited operating expenses statement for each accounting period detailing all expenditure by the landlord (this statement must be given within 3 months after the end of the accounting period).

*(See section 12 of the Act.)*

**SINKING FUNDS**

If your shop is in a shopping centre and you have agreed to contribute to a fund for major repair and maintenance works, your contributions are protected under the Act. These funds are subject to accounting and audit provisions and should not be spent by the landlord on anything other than the purpose for which they are collected. These costs may be in addition to operating expenses charged under the lease.

Capital works must be paid for by the landlord and would include such works as the construction of extensions to the shopping centre and the replacement of major plant and equipment.

*(See section 12A of the Act.)*

## OTHER FUNDS AND RESERVES

The landlord is also required to properly account for the administration, expenditure and auditing of any other funds or reserves that you have agreed to contribute to for specific purposes such as for marketing or promotion. These costs may be in addition to operating expenses charged under the lease.

*(See section 12B of the Act.)*

## FITOUT AND REFURBISHMENT

Tenants are usually responsible for the costs of installing fixtures and fittings in the shop (the *fitout*). There may be a standard of construction required for fitouts. You may also be responsible for some or all of the landlord's costs of preparing the shop for the fitout.

Fitout requirements must be detailed in the disclosure statement.

A provision in a lease requiring a tenant to contribute to the cost of any of the landlord's finishes, fixtures, fittings, equipment or services will be void unless the disclosure statement notifies the tenant about the effect of the provision.

*(See section 12(3A) of the Act.)*

The Act provides that a clause about refurbishment or refitting will be void unless it provides the tenant with enough detail about the required refurbishment or refitting as is necessary to indicate the nature, timing and extent of work required.

*(See section 14C of the Act.)*

### *What you should do:*

- *ensure that you understand your obligations with regards to the fitout of the premises*
- *if possible, obtain or prepare a condition report prior to entering into the lease so that you have evidence of its condition*
- *ensure you have a sufficient fitout budget as some fitout costs (for example cost of moving plumbing) are often overlooked*
- *discuss variations of standard fitout with the landlord — as this could cost you extra.*

## LEGAL FEES

The Act prohibits the landlord from claiming legal or other expenses from you relating to:

- the negotiation, preparation or execution of the lease (or any renewal or extension of the lease)
- obtaining the consent of a mortgagee to the lease
- the landlord's compliance with the Act.

However, if you assign your lease or sub-let the premises, the landlord may claim from you any reasonable legal or other expenses incurred in connection with the assignment or sub-letting.

*(See section 14B of the Act.)*

## TRADING HOURS

The trading hours for your shop may be affected by a number of matters.

Retail trading hours legislation in Western Australia sets out those hours that retailers may open (this can vary depending on the type of business you operate).

If your retail shop is located inside a shopping centre then for practical reasons the opening and closing times for the centre (*core hours*) may be different to the trading hours permitted by law. This should be set out in the disclosure statement by the landlord.

## When do you have to open your shop?

A clause in a lease which requires you to open your premises at specified hours or for specified times is void under the Act. For example, you cannot be required to open your shop for the core hours for a centre. You can choose which hours to open your shop.

If you believe that your lease has not been renewed because you did not open at certain times you can apply to the State Administrative Tribunal for compensation.

*(See section 12C of the Act.)*

### ***What you should do:***

- *if your premises are in a shopping centre you should check that the core hours are suitable for your business*
- *find out whether you can open your shop at any times outside of the core hours and find out about what costs are involved*
- *remember that the lease can't require you to open your shop for specified hours or during specified times.*

## Standard trading hours and operating expenses

The Act also sets out “standard trading hours” which are used only for the purposes of allocating operating expenses.

For the purposes of allocation of operating expenses “standard trading hours” are:

- 8.00 a.m. to 6.00 p.m. Monday, Tuesday, Wednesday and Friday
- 8.00 a.m. to 9.00 p.m. Thursday
- 8.00 a.m. to 5.00 p.m. Saturday.

The Act provides that if you do not open outside standard trading hours, then you cannot be charged operating expenses related to the extended hours (for example, additional security costs).

If, however, you do open outside the standard trading hours, you may be required to pay operating expenses related to the extended hours. These expenses should be calculated based on the lettable area of those shops which were open during the extended hours.

If you are closed for a period during the standard trading hours (for example, if you do not open your shop until 10 a.m.), you may still be charged operating expenses for the time that you are closed, that is, between 8.00 a.m. and 10.00 a.m..

*(See section 12(1)(c) of the Act.)*

### ***Retail trading hours law may allow you to open at times outside of the standard trading hours (for example, Sunday trading) - however:***

- *you can't be forced to open your business*
- *you are not required to make a contribution to operating expenses relating to non-standard hours if you choose not to open during those times.*

## VOID CLAUSES

The lease agreement and any other verbal or written agreements cannot include clauses that are contrary to any provision in the Act.

In addition, the Act specifically precludes the lease or any other agreement from containing clauses that:

- require a tenant to pay key money, which is any money or other benefit in addition to rent paid to the landlord or others for the right to lease retail shop premises *(See section 9 of the Act.)*

- prevent the tenant disclosing the rent it has agreed to third parties, such as other retail tenants or their valuers (*See section 11(2a) of the Act.*)
- require the tenant to contribute to any fund that applies moneys to capital expenditure in a shopping centre, such as new building works (*See section 12(2) of the Act.*)
- require a tenant to open for specified hours or during specified times (*See section 12C of the Act.*)
- prevent a tenant from joining a tenant’s association or similar body (*See section 12D of the Act.*)
- require a tenant to provide turnover figures to the landlord, unless the tenant has agreed to pay rent based on turnover (*See section 8 of the Act.*).

*A clause in a lease that is contrary to the provisions of the Act is void and has no effect.*

## **DISRUPTIONS — COMPENSATION BY THE LANDLORD**

The Act states that, if your shop is in a shopping centre, you are entitled to seek reasonable compensation from the landlord if the landlord:

- inhibits or prevents your, or customer, access to the shop premises
- disrupts trading conditions, causing loss of profits to your business
- does not properly repair, maintain or clean the shopping centre premises or common areas.

You will only be entitled to compensation from the landlord if you have given the landlord notice in writing to rectify the problem and the landlord has not done so.

If you cannot agree the amount of compensation with the landlord, you can make an application to the State Administrative Tribunal for a decision as to the amount payable.

In most cases, before making an application to the State Administrative Tribunal you must attempt to resolve the matter through the Small Business Commissioner’s dispute resolution processes.

*(See section 14 of the Act.)*

## **UNCONSCIONABLE CONDUCT AND MISLEADING AND DECEPTIVE CONDUCT**

The Act provides that neither the landlord nor the tenant can engage in conduct that is:

- unconscionable (conduct that is so harsh, oppressive or unreasonable that it goes against good conscience)
- misleading or deceptive.

The State Administrative Tribunal can hear a claim for unconscionable conduct or misleading and deceptive conduct and may make an order for payment of compensation or another appropriate order (such as an order to vary a lease or an order that a party stop doing something).

In most cases, before making an application to the State Administrative Tribunal you must attempt to resolve the matter through the Small Business Commissioner’s dispute resolution processes.

*(See Part IIA of the Act.)*

## **ASSIGNMENT AND SUB-LEASING**

During the term of the lease, your circumstances may change and you may want to sell your business and assign your lease or sub-let all or part of the premises.

### **Your responsibilities if you assign your lease**

If you assign your lease the new tenant “takes over” and assumes all your rights and responsibilities including rent and any other obligations under the lease from the date of assignment.

Although the Act gives you a right to assign your lease, the landlord may withhold consent on reasonable grounds. Examples of reasonable grounds include:

- if the landlord believes that the new tenant would not be able to meet their financial obligations;  
or
- if the proposed use of the premises is contrary to the use permitted in the lease.

You will need to write to the landlord seeking consent for assignment of the lease. If the landlord doesn't reply within 28 days, you are entitled to assume the landlord has consented to the assignment.

You may have to pay the landlord's reasonable expenses for assessing a prospective tenant to take over your lease.

### **Your responsibilities if you sub-lease your shop**

If you sub-let all or part of your premises you effectively become the landlord and the person you sub-let to is your tenant. Sub-leasing means that you will still be responsible under the lease to your landlord (for example, you may be liable for the rent if the sub-lessee does not pay).

You will also have obligations to the person you sub-let to, for example, you will need to provide a tenant guide and disclosure statement to your sub-tenant.

Your lease may include restrictions on sub-leasing. You should check your lease and seek advice as to its requirements on sub-leasing.

You may need to write to the landlord seeking consent to sub-lease. If the landlord doesn't reply within 28 days, you are entitled to assume the landlord has consented to the sub-lease.

*(See section 10 of the Act.)*

#### ***What you should do:***

- ***seek independent legal advice as to the requirements of the Act and your obligations on assignment or sub-leasing.***

## **DEFAULT OR BREACH OF LEASE**

Most leases allow the landlord to terminate (or end) the lease on a breach or default by the tenant (for example, failure to pay rent). You should ensure that you understand the procedures set out in the lease in relation to default. For example, in many instances, your obligation to pay future rent will continue even after a lease has been terminated.

## **DISPUTES BETWEEN THE TENANT AND LANDLORD**

### **State Administrative Tribunal**

If you are unable to resolve a dispute with your landlord over any aspect of your retail shop lease the Act allows the State Administrative Tribunal to deal with these disputes.

Either you or the landlord may initiate this action with the Tribunal by making an application and paying the appropriate fee. The Tribunal generally deals with matters through an initial directions hearing, a mediation process or in a hearing.

*(See section 16 of the Act.)*

### **Small Business Commissioner**

In most cases, before making an application to the State Administrative Tribunal you must attempt to resolve the matter through the Small Business Commissioner's dispute resolution processes.

*(See Part III of the Act and regulation 10.)*

***Advice about a dispute can be obtained from lawyers with property experience, the Small Business Development Corporation, industry sources, tenant advocates and retail representative groups.***

## **KEEP RECORDS**

You should make sure that you keep records of all agreements, undertakings, correspondence (including emails) and other communications with the landlord. Where possible you should confirm things in writing.

Make sure that you diarise important dates in relation to your lease.

If you need to make a claim in the Tribunal you will need to provide appropriate evidence to support your claim.

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# Details

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## Parties

### **Shire of Narrogin**

of PO Box 1145, Narrogin, Western Australia  
**(Lessor)**

### **Kevin Neil Staggard (Trading as Feddy's Diner) (ABN 47 190 536 250)**

of 5 Sager Street Narrogin  
**(Lessee)**

## Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Lease.

# Agreed terms

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## 1. Definitions

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

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

**Basic Consideration** means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

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

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

**Common Areas** means the areas of the Land the Lessor provides for common use and includes car parks, footpaths, toilets, access ways, entrances and stairs;

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

**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 rent review process described in **clause 5.3**;

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

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

**Facilities** mean lavatories, sinks, drains, drainage or other sewerage or plumbing facilities, and gas or electrical fittings or appliances, telecommunications fittings or appliances, kitchen fittings and appliances, air-conditioning fittings and equipment, fire equipment and lifts and escalators (if any) and any other mechanical, electric, hydraulic or electronic service including pipes, wires, and cables the Lessor provides for the common use of users and occupiers of the Land, but does not include the services flowing or being conducted through those facilities;

**Further Terms** means the further terms (if any) specified in **Item 3** of the Schedule;

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

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

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

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

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

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

**Guarantor** means the person or persons listed in **Item 10** of the Schedule;

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

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

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

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

**Lessee's Agents** includes:

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

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

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

**Lessor's Fixtures and Fittings** means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term, and includes without limitation the items (if any) listed in **Annexure 4**;

**Market Review** means the rent review process specified in **clause 5.4**;

**Mechanical Services** means all air conditioning, heating or ventilation equipment, fire protection systems, automatic door systems, lifts, elevators and public address and communication systems in the Premises or the Land;

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

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

**Permitted Purpose** means the purpose or purposes set out in **0** of the Schedule;

**Premises** means the area of the Land to be leased to the Lessee as more particularly described at **Item 1** of the Schedule;

**Rent** means the rent specified in **Item 5** of the Schedule as varied from time to time under this Lease;

**Rent Review Date** means a date identified in **Item 8** of the Schedule;

**Reservations** means the right of the Lessor to use the exterior walls and the roof of the Premises for advertising and other purposes and the right of the Lessor to install, maintain, use, repair, alter and replace, pipes, ducts, conduits and wires leading through the Premises and to pass and run gas water heat oil electricity and other power telephone lines and air-conditioning through such pipes ducts and conduits and wires, and to enter and remain on the Premises with or without workmen, contractors, employees and materials, plant and equipment for such purposes;

**Retail Shops Act** means the *Commercial Tenancy (Retail Shops) Agreements Act 1985*;

**Schedule** means the Schedule to this Lease;

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

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

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

**Termination** means the date of:

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

- (1) the Lessor leases to the Lessee the Premises for the Term subject to:
  - (a) all Encumbrances and Reservations;
  - (b) the payment of the Amounts Payable; and
  - (c) the performance and observance of the Lessee's Covenants.

### 3. Quiet enjoyment

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

### 4. Rent and other payments

#### 4.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

#### 4.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
  - (a) local government rates, services and other charges, including but not limited to rubbish collection charges and the emergency services levy;
  - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
  - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring or telephone connection AND where possible the Lessee 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 Lessee; and
  - (d) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 4.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

#### 4.3 Interest

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

#### 4.4 Costs

- (1) The Lessee covenants with the Lessor to pay to the Lessor on demand:
  - (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease; and

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

#### **4.5 Payment of Money**

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

#### **4.6 Accrual of amounts payable**

The parties agree that Amounts Payable accrue on a daily basis.

### **5. Rent Review**

#### **5.1 Rent to be Reviewed**

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

#### **5.2 Methods of Review**

The basis for each rent review is as identified for each Rent Review Date in **Item 8** of the Schedule.

#### **5.3 CPI Review**

- (1) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date.
- (2) If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period.

- (3) Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 5.4(d)**.

#### **5.4 Market Review**

A rent review based on a market review will establish the current market rent for the Premises by agreement between the Parties and failing agreement will be determined in accordance with the following provisions:

- (a) The Lessor shall notify the Lessee of the amount that it reasonably considers is the current market rent for the Premises.
- (b) If the Lessee does not dispute the amount notified, that amount becomes the Rent.
- (c) If the Lessee disputes the current market rent, it must notify the Lessor of that dispute (**Dispute Notice**) within 14 days after receiving the Lessee's notification. The Lessee must comply with this time limit to dispute the notified amount.
- (d) If the Lessee gives a Dispute Notice to the Lessor, then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978 (WA)*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (e) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.
- (f) In this clause, "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for rental for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
  - (i) any improvements made or effected to the Premises by the Lessee; and
  - (ii) any rent free periods, discounts or other rental concessions.

#### **5.5 Lessor's right to review**

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

## **6. Insurance**

### **6.1 Public Liability Insurance**

The Lessee must effect and maintain with insurers approved by the Lessor noting the Lessor and the Lessee for their respective rights and interests in the Premises for the time being

adequate public liability insurance for a sum not less than the sum set out at **Item 7** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

## **6.2 Lessor to obtain building insurance**

- (1) The Lessor will obtain building insurance for any of its buildings constructed on the Premises and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom. For the avoidance of doubt, the parties agree:
  - (a) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
  - (b) such insurance will include insurance for the full replacement value of such buildings.

## **6.3 Contents Insurance**

The Lessee must effect and maintain insurance to cover the Lessee's fixtures and fittings against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

## **6.4 Details and receipts**

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

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

## **6.5 Not to invalidate**

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

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

## **6.6 Report**

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

- (a) any damage to the 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 Premises or to any person in or on the Premises.

## **6.7 Lessee's equipment and possessions**

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

# **7. Indemnity**

## **7.1 Lessee responsibilities**

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

## **7.2 Indemnity**

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the, 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 Premises by the Lessee or the Lessee's Agents;
    - (e) any work carried out by or on behalf of the Lessee on the Premises;
    - (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
    - (g) the presence of any Environmental Contamination or pollution in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;

- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

### **7.3 Obligations Continuing**

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 7.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease 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 Lease.

### **7.4 No indemnity for Lessor's negligence**

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

### **7.5 Release**

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor 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 Premises or arising from the Lessee's use or occupation of the Premises by the Lessee;
  - (ii) loss of or damage to the Premises or personal property of the Lessee; and
  - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Environmental Contamination or pollution in, on or under the Premises or surrounding area

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

(2) The release by the Lessee continues after the expiration or earlier determination of this Lease 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 Lease.

## **7.6 Limit of Lessor's liability**

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

## **8. Maintenance, repair and cleaning**

### **8.1 Maintenance generally**

- (1) Subject to paragraph (3) below, the Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
  - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents; and
  - (b) in respect of any structural or capital maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing or repairing in or on the Premises:
  - (a) any electrical fittings and fixtures;
  - (b) any plumbing;
  - (c) any air-conditioning fittings and fixtures;
  - (d) any gas fittings and fixtures; and
  - (e) any painting

use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.
- (3) For the avoidance of doubt, the Lessee is responsible for minor internal repairs to the Premises. For example, repair and replacement of door handles, door locks, light fittings, globe replacement, and internal glass breakages.
- (4) For the avoidance of doubt, the Lessor is responsible for all structural repairs, sewerage, plumbing, electrical, air-conditioning and external glass breakages to the Premises EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part

of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.

- (5) Notwithstanding paragraph (4) above, the Lessee acknowledges and agrees that the Lessor may have limited, or no, funds set aside within its budget for structural maintenance of the Premises, and as a consequence the Lessor 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 Lessor's Council has approved such expenditure.
- (6) Notwithstanding any other provision of this Lease, the Lessee will be responsible for any repair or replacement which is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.

## **8.2 Comply with all reasonable conditions**

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

## **8.3 Comply with all reasonable conditions**

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

## **8.4 Cleaning**

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

## **8.5 Pest control**

- (1) The Lessee must keep the Premises free of any vermin or any other recognised pests and the cost of extermination will be borne by the Lessee.
- (2) The Lessor will arrange for termite inspections to be undertaken and the cost will be borne by the Lessor.

## **8.6 Lessor's Fixtures and Fittings**

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings:

- (a) will remain the property of the Lessor and must not be removed from the Premises at any time; and
- (b) must be present and accounted for at the termination of each twelve month period of the Term.

## **8.7 Responsibility for Securing the Premises**

The Lessee must ensure the Premises, including Lessor's Fixtures and Fittings, are appropriately secured at all times.

## **8.8 Maintain surroundings**

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings including but not limited to any flora, gardens lawns, shrubs, hedges and trees.
- (2) The Lessee must comply with and implement any landscaping, reticulation and similar plans approved by the Lessor (in its capacity as responsible local authority) pursuant to any condition or conditions of development approval for the Premises.
- (3) The Lessee must care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (4) Unless permitted to do so under a development approval, the Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

## **8.9 Comply with Maintenance Schedule**

- (1) The Lessee shall comply with the Lessee's maintenance obligations as set out in the Maintenance Schedule annexed as **Annexure 3**.
- (2) The Lessor shall use reasonable endeavours, subject to any budgetary and resourcing constraints, to comply with the Lessor's maintenance obligations as set out in the Maintenance Schedule annexed as **Annexure 3**.

## **8.10 Acknowledgement of state of repair of Premises**

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

# **9. Alterations**

## **9.1 Restriction**

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

part of the Premises; or

- (d) remove alter or add to any fixtures, fittings or facilities in or on the Premises.
- (2) The Lessee acknowledges and agrees that all alterations must be in strict accordance with any planning or building approvals for such alterations.

## **9.2 Consent**

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 9.1** the Lessor may:
- (a) consent subject to conditions; and
    - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent;
    - (ii) require that work be carried out in accordance with the Building Code of Australia; and
    - (iii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
  - (b) if the Lessor consents to any matter referred to in **clause 9.1**:
    - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
    - (ii) the Lessee must apply for and obtain all such consent, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions and must strictly comply with such consents or approvals.

## **9.3 Cost of Works**

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

## **9.4 Conditions**

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

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

## 10. Use

### 10.1 Restrictions on use

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

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

### 10.2 Keys and access

- (1) The Lessee must take appropriate measures to ensure the security of keys and access cards to the Premises, at all times.
- (2) Unless otherwise approved by the Lessor in writing, the Lessee must not have additional sets of keys or access cards copied or cut.
- (3) The Lessee must notify the Lessor of any loss of keys or access cards immediately. The Lessor will arrange for replacement keys to be issued to the Lessee at the Lessee's cost, to ensure all keys conform to the Lessor's master keys.
- (4) The Lessee must not change any of the Premises' locks, without the prior approval of the Lessor. If the locks are changed the Lessee must provide the Lessor with keys to access all areas of the Premises.
- (5) If the Lessor requires access to the Premises pursuant to its powers under this Lease, and is unable to access the Premises due to an unauthorised change in locks, the Lessor may take all such measures to enter the Premises and to re-secure the Premises, and the Lessee will bear all costs associated with such measures.

### **10.3 Operation of Business**

- (1) The Lessee must:
- (a) conduct its business on the Premises at all times in a proper efficient and reputable manner and must not use the Premises nor permit the Premises to be used for any illegal, immoral or improper use or purpose;
  - (b) not without the prior written consent of the Lessor use or permit to be used any other method in lighting the Premises other than by electricity and will not use or permit or suffer to be used any method of heating other than by electricity, gas or oil;
  - (c) keep in force all licences and permits required for the carrying on of any business conducted by it in or upon the Premises; and
  - (d) deliver to the Lessor any notices or orders served on or received by the Lessee in respect of the Premises or the conduct of the Lessee's business on the Premises.

### **10.4 Lessee to Observe Copyright**

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

### **10.5 Minimise nuisance to neighbours**

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

### **10.6 No Warranty**

The Lessor gives no warranty:

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

### **10.7 Premises Subject to Restriction**

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

## 11. Common Areas

### 11.1 Lessee's covenants and acknowledgements

- (1) The Lessee may use the Common Areas in common with other tenants of the Land.
- (2) The Lessee shall not use the Common Areas or any Facility or any Mechanical Service, item of plant and equipment or Lessor's fixture for a purpose other than that for which was designed or for which it is designated by the Lessor.
- (3) The Lessee shall not do or omit to do any act or thing which might cause or allow the Common Areas or any Facility or any Mechanical Service:
  - (a) to deteriorate or become impaired except for fair wear and tear;
  - (b) to be in a condition other than a good and sanitary condition; or
  - (c) to be obstructed.

### 11.2 Lessor's reservations

The Lessor may cancel, suspend, vary or restrict the Lessee's rights in relation to the Common Areas:

- (a) to enable work to be carried out;
- (b) to comply with the law or with the Lessor's obligations to any third party; or
- (c) in the interests of good building management,

but in so doing, the Lessor must not prevent access to the Premises or otherwise materially impair the Lessee's use and enjoyment of the Premises during the Lessee's normal hours of use of the Premises.

### 11.3 Lessee to comply with Lessor's directions

The Lessee must:

- (a) comply with and observe the reasonable requirements of the Lessor in relation to the use and handling of the plant and equipment or any amenity or Facility; and
- (b) not do anything which might interfere with or impair the efficient operation of the plant and equipment or any amenity or Facility, unless as otherwise agreed between the parties.

### 11.4 Comply with Rules and Regulations in relation to Common Areas

The Lessee must comply with all rules and regulations made by the Lessor with respect to the Common Areas.

### 11.5 Damage to Common Areas

The Lessee must make good any breakage defect or damage to the Common Areas or to any other part of the Land or any appurtenance or equipment of Facility or Mechanical Service

therein caused by want of care misuse or abuse on the part of the Lessee or the Lessee's Agents or by any breach of this Lease by the Lessee.

## 12. Lessor's right of entry

### 12.1 Entry on Reasonable Notice

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

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

### 12.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 12.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand

### 12.3 Notice to Relet

During the last three (3) months prior to the expiry of the Lease the Lessee must:

- (a) permit the Lessor to affix upon any part of the Premises a notice for reletting the same;
- (b) not remove, conceal or deface such notice to relet; and
- (c) permit intending tenants at all reasonable times to view the Premises.

## 13. Performance Bond

### 13.1 Performance Bond

Prior to execution of this Lease, the Lessee must give the Lessor:

- (a) an unconditional and irrevocable undertaking from a bank or financial institution authorised to carry on banking in Australia under the *Banking Act 1959* in favour of the Lessor and in a form reasonably satisfactory to the Lessor; or
- (b) a cash bond,

in the terms provided in **clauses 13.2 to 13.5 (Performance Bond)**.

### 13.2 Purpose of the Performance Guarantee

The Lessee covenants and agrees that in respect of the Performance Bond it authorises the Lessor to draw on the Performance Bond:

- (a) if any Amounts Payable remain unpaid for 7 days after becoming due whether or not a demand or Notice has been given to the Lessee; or
- (b) to recover the cost to the Lessor of rectifying any breach of any of the Lessee's Covenants (other than the covenant to pay the Amounts Payable) which has not been rectified by the Lessee within 14 days of being notified of the breach.

### 13.3 Term of Guarantee

The Performance Bond must be enforceable at all times for:

- (a) the Term of the Lease;
- (b) any further term, extension or holding over; and
- (c) a period of three months after termination of the Lease.

### 13.4 Amount of Performance Bond

The amount of the Performance Bond shall be at any point in time during the Term or any Further Term be equal to the sum specified in **Item 9** of the Schedule. For the avoidance of doubt, the Lessee acknowledges that if the Rent is increased following a Rent Review, or if the Lessor draws upon the Performance Bond at any time during the Term, the Lessee will be required to provide a supplementary or replacement Performance Bond such that the amount of the Performance Bond always equals the amount specified in **Item 9** of the Schedule

### 13.5 Cost of Performance Bond

Any costs associated with meeting this obligation will be paid by the Lessee.

### 13.6 Return of Performance Bond

The Lessor shall return the Performance Bond (or any remaining portion of the Performance Bond) after three months after termination of the Lease.

## 14. Personal Guarantee

### 14.1 Personal Guarantee

In consideration of the Lessor entering into a Lease with the Lessee at the request of the Guarantor, the Guarantor hereby jointly and severally:-

- (a) GUARANTEES payment by the Lessee of the Amounts Payable by the Lessee to the Lessor pursuant to this Lease and the observance and performance by the Lessee of the Lessee's Covenants;
- (b) AGREES that if any money payable by the Lessee to the Lessor pursuant to the terms of this Lease shall not be recoverable from the Guarantor under this Guarantee by reason of any legal limitation disability or incapacity on or of the Lessee or by reason of any avoidance of the liability of the Lessee or of any other fact or circumstances then the Guarantor will hold the Lessor fully indemnified at all times against all loss or damage which the Lessor may suffer or incur by reason of any limitation disability incapacity failure fact or circumstances.

**(Personal Guarantee)**

### 14.2 Guarantor's Covenants

The Guarantor covenants and agrees with the Lessor as follows:

- (a) To pay all moneys due and payable to the Lessor by the Lessee under this Lease upon demand.
- (b) The liability of the Guarantor will not be affected by:
  - (i) the granting of any time or other indulgence by the Lessor to any person;
  - (ii) any compounding compromise release abandonment waiver variation or renewal of any term of this Lease or of the right of the Lessor or any omission;
  - (iii) the avoidance of any payment by the Lessee or the Guarantor to the Lessor;
  - (iv) any other dealing matter or thing which but for this provision operates to affect the liability of the Guarantor.
- (c) This Personal Guarantee is an irrevocable and continuing Personal Guarantee and will remain in effect for the benefit of the Lessor in respect of all liabilities of the Lessee arising from this Lease both before and after the determination of the Term.
- (d) All benefits or moneys received by the Lessor from or on account of the Lessee capable of being applied by the Lessor in reduction of any money owing to the Lessor will be taken and applied by the Lessor as payment in gross without any right of the Guarantor to claim any benefit from any moneys so received by the Lessor.
- (e) Upon liquidation or bankruptcy of the Guarantor the Lessor will be entitled to prove for the total indebtedness of the Lessee under this Lease for the Term notwithstanding that the Rent or other moneys payable by the Lessee to the Lessor under this Lease are not due and payable at the date of the liquidation or bankruptcy of the Guarantor.

- (f) The indemnity given in this clause by the Guarantor will be a principal obligation and may be enforced against the Guarantor without any responsibility on the part of the Lessor to proceed against the Lessee or any other person.
- (g) Upon liquidation or bankruptcy of the Lessee the Guarantor will not prove in competition with the Lessor and the Guarantor authorises the Lessor to provide for all moneys which the Guarantor has paid under this Lease and retain or to appropriate at the discretion of the Lessor any amount received by the Lessor.
- (h) To give effect to this Lease the Guarantor waives in favour of the Lessor all rights of the Guarantor against the Lessee.
- (i) The liabilities of the Guarantor created by this clause shall not be affected by reason of any security taken by the Lessor being or becoming void or defective.
- (j) In the event of any part of this Lease being severed in accordance with the provisions in that behalf contained or implied in this Lease then the Guarantor will not be entitled to rely on or claim the benefit of any severance.
- (k) This Personal Guarantee will remain in force and continue notwithstanding any extension, renewal or assignment of this Lease, and will continue during any period of holding over by the Lessee (whether or not with the Lessor's consent).

### 14.3 Obligations Effective in All Circumstances

The obligations (expressed or implied) of the Guarantor in this Lease shall apply to and be fully effective in respect of the Lessee's Covenants whether or not:

- (a) the whole or any part of the Lessee's Covenants are enforceable at law or in equity or otherwise pursuant to any express or implied lease, tenancy or other right of occupancy of or interest in the Premises granted by or derived from the Lessor under this Lease or under or pursuant to any antecedent agreement or otherwise enjoyed by the Lessee at law or in equity;
- (b) the Lease is in a form such as to be capable of being registered in the manner referred to in the *Transfer of Land Act 1893*; or
- (c) it is the intention (expressed or implied) of either or both of the Lessor and the Lessee that the Lease be registered in the manner referred to in the *Transfer of Land Act 1893*.

## 15. Statutory obligations and notices

### 15.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises, including without limitation all relevant laws relating to occupational health and safety and the health and safety of all persons entering upon the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 10**;

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

## 15.2 Safety & Testing Obligations

- (1) The Lessee acknowledges and agrees that it is fully responsible at its cost for ensuring that the Premises, and any fixtures or fittings located on the Premises, are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
- (2) To comply with its obligation pursuant to **clause 15.2(1)** above, the Lessee acknowledges that it will be required to, amongst other things:
  - (a) comply with the requirements of the *Occupational Safety and Health Act 1984*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person;
  - (b) comply with all relevant requirements of the Department of Fire & Emergency Services (**DFES**), including without limitation the requirement to ensure that all fire protection and firefighting equipment located, or installed at or on the Premises, is tested regularly for compliance with Australian Standards and DFES's requirements; and
  - (c) ensure that the emergency/exit lighting systems on the Premises (if applicable) are adequately maintained in accordance with the requirements of the Building Code of Australia and relevant Australian Standards.

## 15.3 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

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

## 15.4 No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or

exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

## 16. Report to Lessor

The Lessee must immediately report to the Lessor:

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

## 17. Default

### 17.1 Events of Default

- (1) Subject to **clause 17.1(2)**, a default occurs if:
  - (a) any Amounts Payable remain unpaid after becoming due and remains unpaid for one month after written notice has been given to the Lessee to pay such Amounts Payable;
  - (b) the Lessee is in breach of any of the Lessee's Covenants other than the covenant to pay the Amounts Payable for 28 days after written notice has been given to the Lessee to rectify the breach;
  - (c) an order is made or a resolution effectively passed for the winding up of the Lessee unless the winding up is for the purpose of amalgamation or reconstruction;
  - (d) a controller, as defined by the *Corporations Act 2001* is appointed in respect of the Lessee's interest in the Premises under this Lease;
  - (e) a mortgagee takes possession of the Lessee's interest in the Premises under this Lease;
  - (f) the Premises are vacated and remain so for a continuous period of 28 days;
  - (g) the registration of the Lessee is cancelled or dissolved under the *Corporations Act 2001* or the *Associations Incorporation Act 2015*, as the case may be; or
  - (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.
- (2) For the purposes of **clause 17.1(1)** the Lessor agrees that the Lessee will not be in default under the Lease if, at any time, an administrator, as defined by the *Corporations Act 2001*, is appointed in respect of the Lessee except where the administration comes to an end by reason of the Lessee's creditors resolving that the Lessee should be wound up.

## 17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1(1)**, the Lessor may:

- (a) upon written notice to the Lessee, at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 20**,

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

## 17.3 Lessor may Remedy Lessee's default

If the Lessee:

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

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

## 17.4 Acceptance of Amount Payable By Lessor

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

## 17.5 Essential Terms

Each of the Lessee's Covenants in **4** (Rent and Other Payments); **5** (Insurance); **6** (Indemnity); **8** (Maintenance, Repair and Cleaning), **10** (Use) and **23** (Assignment, Subletting and Charging) is an essential term of this Lease but this clause does not mean or imply that there are no other essential terms in this Lease.

## 17.6 Breach of Essential Terms

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

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;

- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee AGREES with the Lessor that if the Term is determined:
  - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
  - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,  
  
the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by lapse of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;
- (d) the Lessee agrees that the obligation set out in this **clause 17.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 17.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by lapse of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

## 18. Repudiation by Lessee

### 18.1 Compensation

In the event that the Lessee's conduct (whether by acts or omissions) constitutes a repudiation of the Lease (or of the Lessee's obligations under the Lease) or constitutes a breach of any Lease covenants, it is agreed that:

- (a) the Lessee shall compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach; and
- (b) the Lessor shall be entitled to recover damages against the Lessee in respect of the repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term of this Lease.

### 18.2 Entitlement to Recover Damages

The Lessor's entitlement to recover damages shall not be affected or limited in the event that:

- (a) the Lessee abandons or vacates the Premises;
- (b) the Lessor elects to re-enter or to terminate the Lease;

- (c) the Lessor accepts the Lessee's repudiation; or
- (d) the Parties' conduct constitutes a surrender by operation of law.

### **18.3 Legal Proceedings**

The Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire Term, including the periods before and after the Lessee has vacated the Premises, and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in **clause 18.2**, whether the proceedings are instituted either before or after such conduct.

## **19. Option to renew**

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

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

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

## **20. Holding over**

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

## **21. Obligations on Termination**

### **21.1 Restore Premises**

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease and repair, replace or make good to the satisfaction of the Lessor any of the Premises (which for the avoidance of doubt includes the exterior façade, the walls, the exterior and interior of all windows, doors, all other glass and other fixtures) where they have been damaged by the Lessee or any of the Lessee's Agents.

## 21.2 Remove Lessee's Property prior to Termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture including without limitation any signs (other than air-conditioning plant and fire equipment, security alarms, window treatments, carpets and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises) and promptly make good to the satisfaction of the Lessor any damage caused by the removal.

## 21.3 Peacefully Surrender

On Termination, the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- (b) surrender to the Lessor all keys, swipe cards, and security access devices held by the Lessee.

## 21.4 Lessor can Remove Lessee's Property on Re-Entry

If the Lessee fails to remove any such fixtures or fittings and any other chattels, stock or goods belonging to the Lessee in accordance with **clause 21.2** within fourteen (14) days from the determination of the Term, the Lessor may at its option:

- (a) cause any such fixtures or fittings to be removed and stored at the cost of the Lessee and any such damage to be made good and any such alterations to be so re-altered and may recover the costs thereof from the Lessee as a liquidated debt payable on demand; or
- (b) elect to treat any such fixtures or fittings and any other chattels, stock or goods of the Lessee to be deemed abandoned by the Lessee and such property shall then be and become the property of the Lessor absolutely.

## 21.5 Lessor may require Lessee to remove all buildings and improvements

- (1) Notwithstanding any other provision of this Lease, the Lessor may, by written notice with six months prior to Termination or within 30 days after the earlier determination of this Lease (**Removal Notice**), require the Lessee at its cost and to the Lessor's satisfaction:
  - (a) remove any improvements, the buildings and fixtures constructed or located on the Premises; and
  - (b) following the removal of any improvements, the buildings and fixtures in accordance with paragraph (a) restore the Premises the same or substantially the same condition as it was immediately prior to the erection or construction of such improvements, buildings and fixtures.
- (2) If the Lessee fails to comply with paragraph (1) above within 90 days of the Removal Notice, the Lessor may at its option:
  - (a) remove all structures, the building, fixtures and property and recover the cost of doing so from the Lessee as a liquidated debt payable on demand; and

- (b) rehabilitate and restore the Premises and recover the cost of doing so from the Lessee as a liquidated debt payable on demand.

## **21.6 Obligations to continue**

The Lessee's obligations under this clause will survive termination.

## **22. Damage or Destruction of Premises**

- (1) If the Premises or any part thereof is totally or partially destroyed so as to require major rebuilding either party may within 2 months of the destruction, or the damage terminate the Term with immediate effect by giving Notice to the other party.
- (2) If this Lease is terminated in accordance with this clause, **clause 21** will apply.

## **23. Assignment, sub-letting and charging**

### **23.1 No assignment or sub-letting without consent**

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

### **23.2 Change in Ownership of Shares**

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act 2001* (Cth) the Lessee must give the Lessor written notification of the change in ownership of shares within 14 days of the change.

### **23.3 Lessor's Consent to Assignment**

Provided all parties whose consent is required under this Lease or at law to an assignment give their consent, then the Lessor may not unreasonably withhold its consent to the assignment of the leasehold estate created by this Lease if:

- (a) the proposed assignee being a respectable and financially sound person, experienced and having a good reputation in conducting a business permitted under the provisions of the Lease, which the Lessee must demonstrate to the Lessor's reasonable satisfaction, and the onus of proof shall be on the Lessee to the reasonable satisfaction of the Lessor;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by the proposed assignee of a deed of assignment to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors;
- (d) the proposed assignee provides to the Lessor any personal guarantees, or any other security the Lessor reasonably requires;

- (e) the deed of assignment contains a covenant by the assignee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants; and
- (f) the Lessor's consent to assignment of the Lease, where provided, may be given subject to such reasonable conditions as the Lessor sees fit.

#### **23.4 Subletting requirements**

Provided all parties whose consent is required under this Lease or at law to a sublease give their consent, then the Lessor may not unreasonably withhold its consent to sublease of the Premises if:

- (a) the proposed use of the Premises is consistent with the Permitted Purpose;
- (b) the terms of the sublease are consistent with the terms of this Lease; and
- (c) rent for the sublease of the Premises or part thereof is less than the pro rata \$/m<sup>2</sup> payable by the lessee to the Lessor under this Lease.

#### **23.5 Property Law Act 1969**

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

#### **23.6 Costs for Assignment or Sublease**

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

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sublease,

whether or not the assignment or sublease proceeds.

#### **23.7 No Mortgage or Charge**

The Lessee must not, without first obtaining the Lessor mortgage or charge the Premises.

#### **23.8 Casual hire of Premises**

- (1) Notwithstanding any other provision of this Lease, the Lessee may hire out the Premises or any part thereof on a casual basis only PROVIDED:
  - (a) such use is consistent at all times with the Permitted Purpose;
  - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease; and

- (c) the hirer has appropriate insurances (including in particular public liability insurance) and the Lessee has obtained copies of the certificates of currency for such insurances prior to the hire taking place.
- (2) For the purposes of this Lease, “casual hire” means any hire of the Premises by the Lessee to a third party for temporary, short term or ad hoc periods of time and does not include any exclusive use of the Premises in excess of one month or the formal transfer, assignment or sublease of the Premises. Exclusive use of the Premises for a period in excess of one month will be considered a ‘sublease’ or ‘assignment’ of the Premises.
- (3) The Lessee acknowledges that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.
- (4) The Lessee must keep accurate and comprehensive records of all hire arrangements. The Lessee must provide to the Lessor, annually and on written demand, a report outlining all hires within the relevant specified period of time. The format of the report and the content of the report must be to the Lessor’s reasonable satisfaction.

## 24. Disputes

### 24.1 Referral of Dispute: Phase 1

Except as otherwise provided in the Lease or the Retail Shops Act, any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor’s Representative as nominated in writing by the Lessor from time to time (**Lessor’s Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor’s Representative and an employee of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

### 24.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 24.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and or director of the Lessee or a senior representative of the Lessee for the purpose of resolving the dispute.

### 24.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 24.2** of this Lease 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 Lessor and the Lessee may each be represented by a legal practitioner.

## **24.4 Payment of Amounts Payable to Date of Award**

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

## **25. Goods and services tax**

### **25.1 Lessee must Pay**

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

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

### **25.2 Increase in GST**

If, at any time, the GST Rate is increased, the Lessor 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 25.1(b)**.

### **25.3 GST invoice**

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 25.2** the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

## **26. Notice**

### **26.1 Form of delivery**

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

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

### **26.2 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 26.1(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 26.1(b)**, on the fifth business day following the date of posting of the Notice.

### 26.3 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 or their delegate;
- (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.

## 27. 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 Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease. If there is any inconsistency between the provisions of **Item 11** of the Schedule and the remaining provisions of this Lease, the provisions of **Item 11** of the Schedule will prevail to the extent of that inconsistency

## 28. Trustee Provisions

If the Lessee enters into this Lease as trustee of a trust:

- (a) the Lessee does so both for itself and as trustee of the trust and in this Lease, each reference to the Lessee has effect as a reference to it in each capacity;
- (b) the Lessee warrants to the Lessor that:
  - (i) it is the only trustee of the trust; and
  - (ii) no action has been taken or proposed to remove it as trustee of the trust; and
  - (iii) it has power under the trust deed of the trust to enter into this lease and it has entered into this lease for the benefit of the beneficiaries of the trust; and
  - (iv) it has a right to be fully indemnified out of the assets of the trust in respect of obligations incurred by it under this lease; and
  - (v) the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the Lessee has a right to be indemnified out of those assets; and

- (vi) it is not in default under the trust deed; and
- (vii) no action has been taken or is proposed to terminate the trust; and
- (viii) it has complied with its obligations in connection with the trust; and
- (ix) the Lessor's rights under this Lease rank in priority to the interests of the beneficiaries of the trust.

## 29. General Provisions

### 29.1 Lessor's Consent

The Lessee acknowledges and agrees with the Lessor that:

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

### 29.2 Acts by agents

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

### 29.3 Statutory powers

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

### 29.4 Severance

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

### 29.5 Variation

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

### 29.6 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 Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

## **29.7 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 Lease.

## **29.8 No Absolute Caveat**

The Lessee must not lodge an absolute caveat at Landgate against the Certificate of Title for the Premises, unless the Lessee has first obtained the written consent of the Lessor.

## **29.9 Waiver**

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

## **29.10 Governing law**

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

## **29.11 Interpretation**

In this Lease, unless expressed to the contrary:

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

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

# Schedule

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## Item 1 Land and Premises

### **Land**

Portion of Lot 36 being the whole of the land comprised in Certificate of Title Volume 411 Folio 169, known as 45 Federal Street as depicted in Annexure 1.

### **Premises**

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

## Item 2 Term

3 years commencing on 25 April 2026 and expiring on 24 April 2029.

## Item 3 Further Terms

Two (2) years commencing 25 April 2029 and expiring on 24 April 2031

## Item 4 Commencement Date

25 April 2026

## Item 5 Rent

### **Initial Term**

\$17,760 per annum plus GST, payable in advance by equal monthly instalments.

During the Initial Term, no rent shall be charged for the upstairs residential component. This concession is provided on the basis that the residential component is not yet fully habitable and the Tenant will undertake refurbishment works to make it suitable for occupation.

The Tenant is responsible for completing the refurbishment works at its own cost, with the exception that the Shire will reimburse the cost of materials only, capped at \$20,000, upon provision of receipts and subject to the works being completed within four (4) months to a trade standard and to the satisfaction of the Shire.

### **Further Term**

\$25,260 per annum plus GST, payable in advance by equal monthly instalments. The rent during the Further Term reflects use of both the café and the upstairs residential component following completion of the refurbishment works and the residential component becoming fully habitable.

## Item 6 Permitted Purpose

The Premises shall be used for the operation of a café, restaurant or diner and upstairs only accommodation.

## Item 7 Public Liability Insurance

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

## Item 8 Rent Review Dates

### **CPI Reviews**

Not applicable

### **Market Reviews**

Not applicable

## Item 9 Amount of Performance Bond

Not applicable

## Item 10 Guarantor

Not applicable

## Item 11 Additional terms and conditions

- a) The Lessee acknowledges that pursuant to the Commercial Tenancy (Retail Shops) Agreements Act 1985:
  - i. It has received a Tenant Guide (Form 4); and
  - ii. It has requested a 24 month lease with no further options, which is less than the minimum 5 year lease under the Commercial Tenancy (Retail Shops) Agreements Act 1985 and agrees to sign a waiver acknowledgement pursuant to section 13 of that Act (Section 13 Form) to which the Lessor will send to the Commercial Registrar of the Department of Mines & Industry Regulation.
- b) Water utility charges and electricity charges will be reimbursed by the Lessee to the Lessor in an agreed percentage by the Lessee, as no sub meters can be utilised for the water utilities, the agreed upon percentage for the leased property will be 30 per cent of the total water bill received bi-monthly.
- c) Notwithstanding clause 6.2 of the lease, the Lessor will meet all costs of Building Insurance, other than excesses on insurance claims, with respect to the demised premises.
- d) The Lessors Building Surveyor or appointed agents or shall, at least on an annual basis (in conjunction with the Lessee) inspect all leased buildings and land to ascertain their state of maintenance pursuant to the lease to determine the priority future and long term maintenance to be undertaken by either party pursuant to the lease.

e) Refurbishment Works

The refurbishment works to the upstairs residential component of the Premises, including the Lessee's obligations, the Lessor's capped materials contribution of \$20,000, completion timeframe, inspection requirements and associated conditions, are governed by the terms set out in Appendix 5 – Refurbishment Works Agreement, which forms part of this Lease.

# Signing page

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**EXECUTED by the parties as a Deed**

2026

THE COMMON SEAL of THE SHIRE OF )  
NARROGIN was hereunto affixed by )  
authority of a resolution of the Council in the )  
presence of:

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
Dale Stewart

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
Leigh Ballard

**EXECUTED by Kevin Neil Staggard (**  
**Trading as Feddy's Diner) ABN 47 190 536**  
**250** pursuant to Section 127 of the  
Corporations Act:

\_\_\_\_\_  
Full Name of Director

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Full Name of Director/Secretary

\_\_\_\_\_  
Signature of Director/Secretary

# Annexure 1 – Sketch of Premises

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# Annexure 2 – Minister for Lands' consent

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N/a

# Annexure 3 – Maintenance obligations

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## Maintenance Responsibilities – Shire Owned Building Leases

<b>Responsibility of Lessee</b>
General Cleaning
Window Cleaning
Portable Appliance Testing
Carpet Cleaning
RCD Testing
Grease Trap Service
Filters / UV Lamps
Heating Ventilation and Cooling (Air conditioner/heater) - Cleaning
Vinyl Floor cut & polish
Emergency/Exit Light Testing
Fire equipment testing
Painting
All Plumbing repairs
All Electrical repairs
All Fixings repair
Auto Door Servicing
Heating Ventilation and Cooling (Air conditioner/heater) - Maintenance (Shire Owned)
RPZD & Check Valves
<b>Responsibility of Lessor</b>
Annual Building Inspection
Pest Control – termites only
Structural Repairs
Roofing Repairs

# Annexure 4 – Lessor's Fixtures and Fittings

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Nil

# Annexure 5 – Refurbishment Works Agreement

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## REFURBISHMENT WORKS AGREEMENT

This Appendix forms part of the Lease between the Shire of Narrogin (Lessor) and Feddy's Diner (Lessee).

### 1. Purpose

1.1 The Lessee has agreed to undertake refurbishment works to the upstairs residential component of the Premises to make it suitable for residential occupation.

1.2 The Lessor has agreed to contribute toward the cost of materials only, subject to the terms and conditions set out in this Appendix.

### 2. Scope of Works

2.1 The refurbishment works shall include upgrading the upstairs residential component sufficient to render the premises suitable for lawful residential occupation.

2.2 All works must:

- a) comply with all applicable legislation, including but not limited to the Building Act 2011, health legislation, and any relevant planning requirements;
- b) be completed in a proper and workmanlike manner;
- c) be completed to a trade standard;
- d) not adversely affect the structural integrity of the building; and
- e) not interfere unreasonably with the operation of the café component.

### 3. Completion Period

3.1 The refurbishment works must be completed within four (4) months from the Lease commencement date, unless otherwise agreed in writing by the Lessor.

3.2 Time is of the essence in respect of completion.

### 4. Materials Contribution

4.1 The Lessor agrees to reimburse the Lessee for the cost of materials only, capped at \$20,000 (plus GST if applicable).

Reimbursement is strictly conditional upon:

- a) provision of valid tax invoices and receipts clearly identifying materials purchased;
- b) completion of the works in accordance with this Appendix; and
- c) written confirmation by the Lessor that the works have been completed to its satisfaction.

4.3 The Lessor shall not be responsible for:

- a) labour costs;
- b) cost overruns;
- c) variations not approved in writing by the Lessor;
- d) financing costs; or
- e) any amount exceeding \$20,000.

4.4 The Lessor's liability under this Appendix is strictly limited to the capped amount stated in clause 4.1.

## **5. Inspection and Certification**

5.1 Upon completion of the works, the Lessee must notify the Lessor in writing.

5.2 The Lessor may inspect the works and may require reasonable rectification of any defective or incomplete work prior to confirming satisfactory completion.

## **6. Failure to Complete Works**

6.1 If the works are not completed within the required timeframe or are not completed to the satisfaction of the Lessor, the Lessor may:

- a) refuse reimbursement of materials;
- b) require rectification within a specified period; and/or
- c) exercise any rights available under the Lease.

## **7. Ownership of Improvements**

7.1 All improvements undertaken pursuant to this Appendix shall immediately become the property of the Lessor upon installation.

7.2 The Lessee shall have no claim for compensation in respect of those improvements at the expiration or termination of the Lease.

## **8. No Waiver or Precedent**

8.1 The materials contribution provided under this Appendix is specific to this Lease and does not create any ongoing entitlement to contributions, concessions or variations in future lease arrangements.

## OFFICERS' RECOMMENDATION

That, with respect to the discussion on the report relating to the Chief Executive Officer's Annual Appraisal, the meeting be closed to the public, pursuant to Section 5.23(2)(b) of the Local Government Act 1995.

### 10.4.4 CHIEF EXECUTIVE OFFICER'S ANNUAL APPRAISAL

File Reference	Personal File
Disclosure of Interest	The Authorising Officer has a Financial & Impartiality Interest that requires disclosure being the person's contract of employment and remuneration.
Applicant	Dale Stewart and Leigh Ballard, Shire President
Previous Item Numbers	Item 10.4.7 19 February 2025 Resolution 190225.19
Date	16 February 2026
Author	Lily Webb – Executive Support Coordinator
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	<ol style="list-style-type: none"><li>1. CONFIDENTIAL Chief Executive Officer's Contract of Employment (provided under separate cover)</li><li>2. CONFIDENTIAL attachment Memo to CEO (provided under separate cover)</li></ol>

#### Summary

The Chief Executive Officer seeks agreement from the Council as to the officer's annual appraisal coordinated by the Shire President in December 2025 and conducted with Elected Members.

#### Background

The Chief Executive Officer commenced employment with the Shire of Narrogin on 31 May 2018, on a five-year fixed term performance-based Employment Contract, with an annual requirement for appraisal by the Council.

#### Consultation

The Chief Executive Officer has consulted with the Shire President and Deputy Shire President.

The Shire President consulted with and sought feedback from the Elected Members.

The outcome is a new set of agreed Key Performance Indicators for the coming 12 months, together with a review of the annual remuneration package of the Chief Executive Officer as required by the contract, as per confidential attachment. The appraisal was concluded on Thursday 18 December 2025.

## Statutory Environment

The Chief Executive Officer's Contract of Employment (Attachment 1), contract law, employment law and relevant taxation law relates. Section 5.38 of the Local Government Act 1995 requires the local government to review the performance of the CEO at least once per annum.

Sections 5.39A and B of that Act specify regulations in relation to reviewing performance of a Chief Executive Officer.

Local Government (Administration) Regulations 1996, regulation 18FA also relates.

## Policy Implications

The Council's Policy Manual contains no policies that relate and nor are there any proposed.

The Council's adopted '*Standards for CEO Recruitment, Performance and Termination*' pursuant to Schedule 2 — Model standards for CEO recruitment, performance and termination [Local Government Act 1995 S5.39A & Local Government (Administration) Regulations 1996 R18FA] also relates as follows:

*"16. Performance review process to be agreed between local government and Chief Executive Officer*

*(1) The local government and the CEO must agree on — (a) the process by which the CEO's performance will be reviewed; and (b) any performance criteria to be met by the CEO that are in addition to the contractual performance criteria.*

*(2) Without limiting subclause (1), the process agreed under subclause (1)(a) must be consistent with clauses 17, 18 and 19.*

*(3) The matters referred to in subclause (1) must be set out in a written document.*

*17. Carrying out a performance review (1) A review of the performance of the CEO by the local government must be carried out in an impartial and transparent manner. (2) The local government must — (a) collect evidence regarding the CEO's performance in respect of the contractual performance criteria and any additional performance criteria in a thorough and comprehensive manner; and (b) review the CEO's performance against the contractual performance criteria and any additional performance criteria, based on that evidence.*

*18. Endorsement of performance review by local government Following a review of the performance of the CEO, the local government must, by resolution of an absolute majority of the council, endorse the review.*

*19. CEO to be notified of results of performance review After the local government has endorsed a review of the performance of the CEO under clause 18, the local government must inform the CEO in writing of — (a) the results of the review; and (b) if the review identifies any issues about the performance of the CEO — how the local government proposes to address and manage those issues".*

## Sustainability & Climate Change Implications

*Environmental* – There are no significant identifiable environmental impacts arising from adoption of the officer's recommendation.

*Economic* – There are no significant identifiable economic impacts arising from adoption of the officer's recommendation.

*Social* – The endorsement of the CEO’s performance appraisal supports strong leadership and effective governance, which contribute to the Shire’s ability to deliver services and programs that positively impact the social well-being of the community.

### Financial Implications

The provisions of the Chief Executive Officer’s Remuneration Package are contained within the Council’s Budget and any variations to the Remuneration Package, pursuant to the outcomes of appraisal, must not exceed the value (inclusive of superannuation, salary, vehicle etc), laid out by the State Government’s Salaries and Allowances Tribunal for local government Chief Executive Officer’s on salary band 3 (Narrogin).

Details of the Tribunal’s latest determination, of 4 April 2025, is available here: [Local Government Chief Executive Officers and Elected Members Determination No 1 of 2025](#).

### Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective	4.	Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1	An efficient and effective organisation
Strategy:	4.1.1	Continually improve operational efficiencies and provide effective services
Strategy:	4.1.2	Continue to enhance communication and transparency
Outcome:	4.2	An employer of choice
Strategy:	4.2.1	Provide a positive, desirable workplace

### Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Rejecting the President's recommendation to adopt a CEO's performance review poses governance, operational, legal, and strategic risks. Key concerns include strained relationships, perceptions of bias, non-compliance with regulations, CEO morale impacts, decision-making delays, potential	Unlikely (2)	Major (4)	Medium (5-9)	Employment Practices	To mitigate risks, ensure transparent communication, compliance with policies, independent mediation, and engagement while maintaining focus on strategic priorities. Proactive

litigation, reputational damage, and leadership instability.					conflict resolution can preserve trust and Council effectiveness.
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### Risk Matrix

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of eight (8) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

### Comment/Conclusion

Clause 3.3 of the officer's Employment Contract requires the Council and the Chief Executive Officer to agree who the Reviewer of the officer is to be. The Chief Executive Officer agreed with the Council as a whole being the Reviewer and utilising an internal process for this year's review.

Clauses 3 and 6 deal with the annual review and variations to the Officer's Remuneration Package.

For the Council's consideration and review.

### Voting Requirements

Whilst the Local Government Act 1995 does not specify that the Chief Executive Officer's review is to be by an absolute majority, the Model Standards, to which the Council has adopted, does specify that such reviews must be adopted by Absolute Majority (clause 18). Appointment and renewals of contracts of Chief Executive Officer's must also be made by an absolute majority decision.

**OFFICERS' RECOMMENDATION**

That, with respect to the Chief Executive Officer's annual appraisal provided to Elected Members under confidential cover, the Council, pursuant to section 5.38, 5.39A and 5.39B of the Local Government Act 1995, and clauses 3 and 6 of the officer's employment contract, Council:

- 1) Note that the appraisal of Mr. Dale Stewart, Chief Executive Officer, has been completed;
- 2) Endorse the findings and thank Mr. Dale Stewart for his efforts;
- 3) Approve an increase to the salary component of the Chief Executive Officer's Total Remuneration Package, in accordance with Attachment 2; and
- 4) Approve the Chief Executive Officer's Performance Criteria for the next period, as per Attachment 2, noting that it will inform priorities for any potential interim Chief Executive Officer and the subsequent incumbent Chief Executive Officer.

**OFFICERS' RECOMMENDATION**

That the meeting be re-opened to the public.

#### 10.4.5 ADOPTION OF UPDATED MODEL CODE OF CONDUCT - COUNCIL MEMBERS, COMMITTEE MEMBERS AND CANDIDATES

File Reference	13.3.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Nil
Previous Item Numbers	Item 10.4.1 24 February 2021 Resolution 0221.016
Date	9 January 2026
Author	Lily Webb – Executive Support Coordinator
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	1. Local Government Regulations Amendment (Local Government Amendment Act 2024) Regulations 2025 (Published 17 December 2025)

#### Summary

This report seeks Council's adoption of the updated Model Code of Conduct for Council Members, Committee Members and Candidates, as required under the Local Government Act 1995 and new supporting regulations introduced following the Local Government Amendment Act 2024. The amended regulations were gazetted on 17 December 2025 and commenced on 1 January 2026, with a State-provided transition period requiring all local governments to adopt the updated Code by 1 April 2026.

#### Background

The State Government has introduced reforms to strengthen local government oversight, including changes to complaint handling and the conduct framework that applies to Elected Members, Committee Members and Candidates.

To support these reforms, the Local Government Regulations Amendment (Local Government Amendment Act 2024) Regulations 2025 were gazetted on 17 December 2025 and relevant provisions commenced from 1 January 2026.

These amendments update the Model Code of Conduct framework to align with the new complaints handling system.

The Model Code of Conduct relates only to Council Members, Committee Members, and Candidates and does not apply to employees. There is a separate requirement for the Chief Executive Officer to have a Code of Conduct in place for employees and volunteers, which is not impacted by this regulatory change.

The State has provided a three-month transition period. By 1 April 2026, all local governments must adopt the updated Model Code of Conduct to ensure compliance and alignment with the revised oversight and complaints handling system.

## Consultation

- Internal consultation was undertaken with the Chief Executive Officer regarding the statutory requirement and timing for compliance.
- The requirement and proposed approach have also been communicated to Elected Members and the Executive Leadership Team to ensure awareness of the upcoming compliance deadline and transition period.
- External consultation is not required, as this report relates to a statutory compliance requirement introduced by State legislation and regulation.
- Community engagement is not required, as the matter relates to governance and conduct standards applying to Elected Members, Candidates and Committee Members.

## Statutory Environment

The statutory provisions applicable to this item include:

- Local Government Act 1995, section 5.103 (*Codes of conduct — council members, committee members and candidates*);
- Local Government Act 1995, section 5.104 (*Adoption and application of codes of conduct*); and
- Local Government (Model Code of Conduct) Regulations 2021, as amended by the Local Government Regulations Amendment (Local Government Amendment Act 2024) Regulations 2025.

The amendments to the Model Code framework are contained within the attached regulations, including Part 6, Regulation 43, which clarifies when complaints must proceed through the local government complaints process versus being referred to the Inspector under the reformed oversight framework commencing 1 January 2026.

Extract from Part 6, Regulation 43 — Local Government Regulations Amendment (Local Government Amendment Act 2024) Regulations 2025:

*“43. Schedule 1 clause 11 amended*

*After Schedule 1 clause 11(3) insert:*

*(4) A complaint must be dealt with under clauses 12 to 15 unless —*

- (a) the complaint is referred to the Inspector in accordance with subclause (5); and*
- (b) the Inspector refers the complaint to be dealt with under Part 8A Division 5 of the Act.*

*Note for this subclause:*

*See section 5.105(1) of the Act.”*

## Policy Implications

Adoption of the updated Model Code of Conduct will require the Shire to undertake a minor administrative review of any relevant corporate governance documents, policies, procedures, guidance material, and induction or training resources that reference Councillor, Committee Member, or Candidate conduct and complaint handling, to ensure alignment with the amended statutory framework.

These implications are not considered major and are expected to be addressed through routine document maintenance and governance updates to maintain compliance and consistency with the updated complaints handling system.

### Sustainability & Climate Change Implications

*Environmental* – There are no significant identifiable environmental impacts arising from adoption of the officer’s recommendation.

*Economic* – There are no significant identifiable economic impacts arising from adoption of the officer’s recommendation.

*Social* – There are no significant identifiable social impacts arising from adoption of the officer’s recommendation.

### Financial Implications

There are no known meaningful financial implications relative to this matter in excess of officer time and minor administrative cost.

### Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective:	4.	Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1	An efficient and effective organisation
Strategy:	4.1.1	Continually improve operational efficiencies and provide effective services
Strategy:	4.1.2	Continue to enhance communication and transparency

### Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to adopt updated Model Code of Conduct by 1 April 2026 resulting in non-compliance with State regulations.	Unlikely (2)	Moderate (3)	Medium (5-9)	Compliance Requirements	Adopt the updated Model Code of Conduct within the State transition period and ensure communication to Elected Members and Committee Members.

## Risk Matrix

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of six (6) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

### Comment/Conclusion

Council is required to adopt an updated Model Code of Conduct due to the introduction of reforms arising from the Local Government Amendment Act 2024, supported by the Local Government Regulations Amendment (Local Government Amendment Act 2024) Regulations 2025, gazetted on 17 December 2025 and effective from 1 January 2026.

The updated Model Code of Conduct applies only to Council Members, Committee Members, and Candidates, and does not apply to employees.

The State has provided a transition period; however, compliance is mandatory and must be achieved by 1 April 2026. Adoption of the updated Model Code of Conduct at the February 2026 Ordinary Council Meeting ensures the Shire meets its statutory obligations in advance of the deadline and aligns with the new complaints handling system and oversight framework.

### Voting Requirements

Absolute Majority

#### OFFICERS' RECOMMENDATION

That with respect to the Adoption of Updated Model Code of Conduct – Council Members, Committee Members and Candidates, Council:

- 1) Adopt the updated Model Code of Conduct for Council Members, Committee Members and Candidates, in accordance with:
  - a) The Local Government Act 1995, section 5.103 and section 5.104, and
  - b) The Local Government (Model Code of Conduct) Regulations 2021, as amended by the Local Government Regulations Amendment (Local Government Amendment Act 2024) Regulations 2025 (effective 1 January 2026);

- 2) Note that the updated Model Code of Conduct applies only to Council Members, Committee Members and Candidates, and does not apply to employees and volunteers, as a separate Code applies; and
- 3) Note that all local governments are required to adopt the updated Model Code of Conduct by 1 April 2026, in accordance with the State-provided transition period and compliance arrangements.



Western Australia

Local Government Act 1995

**Local Government (Model Code of Conduct)  
Regulations 2021**



# Local Government (Model Code of Conduct) Regulations 2021

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# **Local Government (Model Code of Conduct) Regulations 2021**

## **Part 1 — Preliminary**

### **1. Citation**

These regulations are the *Local Government (Model Code of Conduct) Regulations 2021*.

### **2. Commencement**

These regulations come into operation as follows —

- (a) Part 1 — on the day on which these regulations are published in the *Gazette*;
- (b) the rest of the regulations — on the day on which the *Local Government Legislation Amendment Act 2019* sections 48 to 51 come into operation.

## **Part 2 — Model code of conduct**

### **3. Model code of conduct (Act s. 5.103(1))**

The model code of conduct for council members, committee members and candidates is set out in Schedule 1.

### **3A. Referral of complaint to Inspector (Act s. 5.105(3))**

For the purposes of section 5.105(3) of the Act, a complaint must be referred to the Inspector if the person who is the subject of the complaint has, on at least 2 previous occasions, been found under a local government's adopted code of conduct (as defined in section 8A.2(1) of the Act) to have committed, on or after 1 January 2026, a behavioural breach.

*[Regulation 3A inserted: SL 2025/208 r. 42.]*

## **Part 3 — Repeal and consequential amendments**

### **Division 1 — Repeal**

**4. *Local Government (Rules of Conduct) Regulations 2007*  
repealed**

The *Local Government (Rules of Conduct) Regulations 2007* are repealed.

### **Division 2 — Other regulations amended**

**5. *Local Government (Administration) Regulations 1996*  
amended**

- (1) This regulation amends the *Local Government (Administration) Regulations 1996*.
- (2) After regulation 34C insert:

## **Part 9A — Minor breaches by council members**

**34D. *Contravention of local law as to conduct*  
(Act s. 5.105(1)(b))**

- (1) In this regulation —  
*local law as to conduct* means a local law relating to the conduct of people at council or committee meetings.
- (2) The contravention of a local law as to conduct is a minor breach for the purposes of section 5.105(1)(b) of the Act.

**Local Government (Model Code of Conduct) Regulations 2021**

**Part 3** Repeal and consequential amendments

**Division 2** Other regulations amended

**r. 6**

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**6. Local Government (Audit) Regulations 1996 amended**

- (1) This regulation amends the *Local Government (Audit) Regulations 1996*.
- (2) In regulation 13 in the Table:
  - (a) under the heading “**Local Government Act 1995**” delete “s. 5.103” and insert:

s. 5.104

- (b) delete:

<b>Local Government (Rules of Conduct) Regulations 2007</b>		
r. 11		

**7. Local Government (Constitution) Regulations 1998 amended**

- (1) This regulation amends the *Local Government (Constitution) Regulations 1998*.
- (2) In Schedule 1 Form 7 delete “*Local Government (Rules of Conduct) Regulations 2007.*” and insert:

code of conduct adopted by the <sup>3</sup> ..... under section 5.104 of the *Local Government Act 1995*.

## **Schedule 1 — Model code of conduct**

[r. 3]

### **Division 1 — Preliminary provisions**

#### **1. Citation**

This is the *[insert name of local government] Code of Conduct for Council Members, Committee Members and Candidates*.

#### **2. Terms used**

(1) In this code —

*Act* means the *Local Government Act 1995*;

*candidate* means a candidate for election as a council member;

*complaint* means a complaint made under clause 11(1);

*publish* includes to publish on a social media platform.

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

### **Division 2 — General principles**

#### **3. Overview of Division**

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

#### **4. Personal integrity**

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

(a) act with reasonable care and diligence; and

(b) act with honesty and integrity; and

(c) act lawfully; and

(d) identify and appropriately manage any conflict of interest;  
and

(e) avoid damage to the reputation of the local government.

- (2) A council member or committee member should —
- (a) act in accordance with the trust placed in council members and committee members; and
  - (b) participate in decision-making in an honest, fair, impartial and timely manner; and
  - (c) actively seek out and engage in training and development opportunities to improve the performance of their role; and
  - (d) attend and participate in briefings, workshops and training sessions provided or arranged by the local government in relation to the performance of their role.

**5. Relationship with others**

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

**6. Accountability**

A council member or committee member should —

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

### **Division 3 — Behaviour**

#### **7. Overview of Division**

This Division sets out —

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

#### **8. Personal integrity**

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

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

(2) A council member or committee member —

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

#### **9. Relationship with others**

A council member, committee member or candidate —

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

government employee in connection with the performance of their official duties.

**10. Council or committee meetings**

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

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

**11. Complaint about alleged breach**

- (1) A person may make a complaint, in accordance with subclause (2), alleging a breach of a requirement set out in this Division.
- (2) A complaint must be made —
  - (a) in writing in the form approved by the local government; and
  - (b) to a person authorised under subclause (3); and
  - (c) within 1 month after the occurrence of the alleged breach.
- (3) The local government must, in writing, authorise 1 or more persons to receive complaints and withdrawals of complaints.
- (4) A complaint must be dealt with under clauses 12 to 15 unless —
  - (a) the complaint is referred to the Inspector in accordance with subclause (5); and

- (b) the Inspector refers the complaint to be dealt with under Part 8A Division 5 of the Act.

Note for this subclause:

See section 5.105(1) of the Act.

- (5) If the *Local Government (Model Code of Conduct) Regulations 2021* regulation 3A applies to a complaint, a person authorised under subclause (3) must refer the complaint to the Inspector under section 5.105(3) of the Act.

- (6) A complaint must also be dealt with under clauses 12 to 15 if the Inspector refers the complaint to the local government under the *Local Government (Local Government Inspector) Regulations 2025* regulation 6.

[Clause 11 amended: SL 2025/208 r. 43.]

## **12. Dealing with complaint**

- (1) After considering a complaint, the local government must, unless it dismisses the complaint under clause 13 or the complaint is withdrawn under clause 14(1), make a finding as to whether the alleged breach the subject of the complaint has occurred.

Note for this subclause:

See also clause 14A in relation to the appointment of a monitor to assist the local government to deal with matters raised by a complaint.

- (2) Before making a finding in relation to the complaint, the local government must give the person to whom the complaint relates a reasonable opportunity to be heard.
- (3) A finding that the alleged breach has occurred must be based on evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur.
- (4) If the local government makes a finding that the alleged breach has occurred, the local government may —
- (a) take no further action; or
  - (b) prepare and implement a plan to address the behaviour of the person to whom the complaint relates.

**Local Government (Model Code of Conduct) Regulations 2021**

**Schedule 1** Model code of conduct

**Division 3** Behaviour

**cl. 12**

---

- (5) When preparing a plan under subclause (4)(b), the local government must consult with the person to whom the complaint relates.
- (6) A plan under subclause (4)(b) may include a requirement for the person to whom the complaint relates to do 1 or more of the following —
- (a) engage in mediation;
  - (b) undertake counselling;
  - (c) undertake training;
  - (d) take other action the local government considers appropriate.
- (7) If the local government makes a finding in relation to the complaint, the local government must give the complainant, and the person to whom the complaint relates, written notice of —
- (a) its finding and the reasons for its finding; and
  - (b) if its finding is that the alleged breach has occurred — its decision under subclause (4).

*[Clause 12 amended: SL 2025/208 r. 44.]*

**13. Dismissal of complaint**

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

**14. Withdrawal of complaint**

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

**14A. Appointment of monitor**

- (1) The Inspector may appoint a monitor for the local government to assist the local government to deal with matters raised by a complaint.
- (2) If the Inspector appoints a monitor —
  - (a) the Inspector may direct the local government to defer further dealing with the complaint until the monitor reports to the Inspector on the outcome of the monitoring assignment; and
  - (b) the local government must comply with the direction.

*[Clause 14A inserted: SL 2025/208 r. 45.]*

**14B. Performance of local government's functions under cl. 12 and 13**

- (1) The local government's functions under clauses 12 and 13 must be performed by the council.
- (2) Despite subclause (1), the council may, by resolution carried with an absolute majority of the council, authorise a committee of the council comprising council members only to perform a function for and on behalf of the local government.
- (3) Despite subclause (1), the council may, by resolution carried with an absolute majority of the council, authorise a person who is none of the following to perform a function for and on behalf of the local government —
  - (a) a member of the council of any local government;
  - (b) a member of the governing body of any regional subsidiary;
  - (c) an employee of any local government or regional subsidiary;
  - (d) an employee of WALGA or the Local Government Professionals Australia (WA);
  - (e) a member of the governing body of, or an employee of, a body corporate the activities of which are, wholly or partly, advocating or otherwise acting for, or on behalf of, 1 or more of the following —
    - (i) local governments;
    - (ii) members of councils;
    - (iii) employees of local governments.
- (4) A resolution made under subclause (3) must include the following —
  - (a) a statement to the effect that the council is satisfied that the person being authorised is suitably qualified and experienced to perform the function;
  - (b) an explanation as to why the council is satisfied as referred to in paragraph (a);
  - (c) a statement to the effect that the council is satisfied that the person being authorised is impartial and has no close association with any member of the council or any employee of the local government.

- (5) Nothing in this clause prevents an employee of the local government from providing, in relation to the performance of a function, any advice or other assistance to the council, a committee authorised under subclause (2) or a person authorised under subclause (3).

*[Clause 14B inserted: SL 2025/208 r. 45.]*

**15. Other provisions about complaints**

- (1) A complaint about an alleged breach by a candidate cannot be dealt with by the local government unless the candidate has been elected as a council member.
- (2) The procedure for dealing with complaints may be determined by the local government to the extent that it is not provided for in this Division.
- (3) Clauses 14A and 14B do not apply in relation to a complaint made before 1 January 2026.

Note for this clause:

See also section 5.105(4) and (5) of the Act for restrictions on the activities of a person who makes a complaint or who is alleged to have breached a requirement set out in this Division.

*[Clause 15 amended: SL 2025/208 r. 46.]*

**Division 4 — Rules of conduct**

Notes for this Division:

1. Under section 8A.3(1) of the Act, a council member commits a conduct breach if the council member contravenes a rule of conduct. Section 8A.3(2) of the Act extends this to the contravention of a rule of conduct that occurred when the council member was a candidate.
2. A conduct breach is dealt with under Part 8A Division 5 of the Act.

*[Notes inserted: SL 2025/208 r. 47.]*

**16. Overview of Division**

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

**17. Misuse of local government resources**

(1) In this clause —

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

*resources of a local government* includes —

- (a) local government property; and
- (b) services provided, or paid for, by a local government.

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

**18. Securing personal advantage or disadvantaging others**

(1) A council member must not make improper use of their office —

- (a) to gain, directly or indirectly, an advantage for the council member or any other person; or
- (b) to cause detriment to the local government or any other person.

(2) Subclause (1) does not apply to conduct that contravenes section 5.93 of the Act or *The Criminal Code* section 83.

**19. Prohibition against involvement in administration**

(1) A council member must not undertake a task that contributes to the administration of the local government unless authorised by the local government or the CEO to undertake that task.

(2) Subclause (1) does not apply to anything that a council member does as part of the deliberations at a council or committee meeting.

**20. Relationship with local government employees**

(1) In this clause —

*local government employee* means a person —

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

## **21. Disclosure of information**

- (1) In this clause —
- closed meeting*** —
- (a) means a part of a council or committee meeting that is closed to members of the public under section 5.23(2), (3) or (4) of the Act; and
  - (b) includes a council or committee meeting held before 1 January 2026, or a part of a council or committee meeting

held before 1 January 2026, that was closed to members of the public under section 5.23(2) of the Act as in force before 1 January 2026;

**confidential document** means a document marked by the CEO, or by a person authorised by the CEO, to clearly show that the information in the document is not to be disclosed;

**document** includes a part of a document;

**non-confidential document** means a document that is not a confidential document.

- (2) A council member must not disclose information that the council member —
- (a) derived from a confidential document; or
  - (b) acquired at a closed meeting other than information derived from a non-confidential document.
- (3) Subclause (2) does not prevent a council member from disclosing information —
- (a) at a closed meeting; or
  - (b) to the extent specified by the council and subject to such other conditions as the council determines; or
  - (c) that is already in the public domain; or
  - (d) to an officer of the Department; or
  - (e) to the Minister; or
  - (f) to a legal practitioner for the purpose of obtaining legal advice; or
  - (g) if the disclosure is required or permitted by law.

*[Clause 21 amended: SL 2025/208 r. 48.]*

## **22. Disclosure of interests**

- (1) In this clause —
- interest** —
- (a) means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest; and

- (b) includes an interest arising from kinship, friendship or membership of an association.
- (2) A council member who has an interest in any matter to be discussed at a council or committee meeting attended by the council member must disclose the nature of the interest —
  - (a) in a written notice given to the CEO before the meeting; or
  - (b) at the meeting immediately before the matter is discussed.
- (3) Subclause (2) does not apply to an interest referred to in section 5.60 of the Act.
- (4) Subclause (2) does not apply if a council member fails to disclose an interest because the council member did not know —
  - (a) that they had an interest in the matter; or
  - (b) that the matter in which they had an interest would be discussed at the meeting and the council member disclosed the interest as soon as possible after the discussion began.
- (5) If, under subclause (2)(a), a council member discloses an interest in a written notice given to the CEO before a meeting, then —
  - (a) before the meeting the CEO must cause the notice to be given to the person who is to preside at the meeting; and
  - (b) at the meeting the person presiding must bring the notice and its contents to the attention of the persons present immediately before any matter to which the disclosure relates is discussed.
- (6) Subclause (7) applies in relation to an interest if —
  - (a) under subclause (2)(b) or (4)(b) the interest is disclosed at a meeting; or
  - (b) under subclause (5)(b) notice of the interest is brought to the attention of the persons present at a meeting.
- (7) The nature of the interest must be recorded in the minutes of the meeting.

**23. Compliance with plan requirement**

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



## Notes

This is a compilation of the *Local Government (Model Code of Conduct) Regulations 2021* and includes amendments made by other written laws. For provisions that have come into operation see the compilation table.

### Compilation table

Citation	Published	Commencement
<i>Local Government (Model Code of Conduct) Regulations 2021</i>	SL 2021/15 2 Feb 2021	Pt. 1: 2 Feb 2021 (see r. 2(a)); Regulations other than Pt. 1: 3 Feb 2021 (see r. 2(b) and SL 2021/13 cl. 2)
<i>Local Government Regulations Amendment (Local Government Amendment Act 2024) Regulations 2025 Pt. 6</i>	SL 2025/208 17 Dec 2025	1 Jan 2026 (see r. 2(c))

## Defined terms

*[This is a list of terms defined and the provisions where they are defined.  
The list is not part of the law.]*

<b>Defined term</b>	<b>Provision(s)</b>
Act.....	Sch. 1 cl. 2(1)
candidate .....	Sch. 1 cl. 2(1)
closed meeting .....	Sch. 1 cl. 21(1)
complaint .....	Sch. 1 cl. 2(1)
confidential document.....	Sch. 1 cl. 21(1)
document.....	Sch. 1 cl. 21(1)
electoral purpose .....	Sch. 1 cl. 17(1)
interest.....	Sch. 1 cl. 22(1)
local government employee .....	Sch. 1 cl. 20(1)
non-confidential document .....	Sch. 1 cl. 21(1)
publish.....	Sch. 1 cl. 2(1)
resources of a local government.....	Sch. 1 cl. 17(1)

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## OFFICERS' RECOMMENDATION

That, with respect to the discussion on the report relating to the recruitment of an interim and permanent Chief Executive Officer, the meeting be closed to the public, pursuant to Section 5.23(2)(b) of the Local Government Act 1995.

### 10.4.6 RECRUITMENT OF CHIEF EXECUTIVE OFFICER

File Reference	22.7.3
Disclosure of Interest	The Authorising Officer has an Impartiality Interest that requires disclosure, as the Chief Executive Officer is personally acquainted with applicants for the Interim Chief Executive Officer position.
Applicant	Nil
Previous Item Numbers	Nil
Date	17 February 2026
Author	Lily Webb – Executive Support Coordinator
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	<ol style="list-style-type: none"><li>1. Council Policy 1.18 – Standards for CEO Recruitment, Performance and Termination</li><li>2. CONFIDENTIAL Attachments provided under separate cover</li></ol>

#### Summary

Council has been formally advised of the resignation of the Chief Executive Officer, effective Friday, 1 May 2026. Therefore, Council is requested to initiate the recruitment process for the incoming Chief Executive Officer (CEO) by establishing a CEO Selection Panel, appointing an independent panel member, and engaging an external recruitment consultant to assist with the recruitment process.

These actions are required to ensure a timely and compliant process with the Shire's adopted CEO Recruitment Standards and relevant legislative requirements.

#### Background

Elected Members have been briefed on the statutory, policy and governance framework applicable to the recruitment of a new Chief Executive Officer. Elected Members, at the Monthly Briefing Session on the 11 February 2026, noted that a report would be prepared for the Ordinary Council Meeting of 25 February 2026 considering the:

- Establishment of a CEO Recruitment Panel (Panel of the Whole / Committee of Council);
- Appointment of an independent panel member (name to be confirmed);
- Appointment of an interim CEO; and
- Quotations received and appointment of a recruitment/HR firm to manage the CEO recruitment process.

The recruitment and appointment of a new CEO is a statutory function of Council pursuant to the Local Government Act 1995, the Local Government (Administration) Regulations 1996, and the Shire of Narrogin's adopted CEO Recruitment Standards (Policy 1.18).

The adopted Standards require that:

- A selection panel be established;
- The panel include at least one independent person;
- Selection criteria and the job description form be approved by absolute majority of Council; and
- The recruitment process be conducted in a transparent, merit-based and defensible manner.

The CEO Selection Panel is proposed to comprise all Elected Members, together with an independent panel member appointed by Council in accordance with Policy 1.18.

The Shire President will provide advice to Elected Members prior to the Council meeting of a potential candidate for the independent panel member.

Quotations were sought from executive recruitment providers with demonstrated experience in Western Australian Local Government CEO recruitment. Formal proposals were received from:

- Lester Blades Executive Search & Board Advisory;
- Mills Recruitment;
- McArthur;
- Beilby Downing Teal; and
- LO-GO Appointments.

All providers were afforded the opportunity to submit a capability statement and fee proposal for Council's consideration. The seeking of multiple quotations supports Council's commitment to transparency, value for money and procedural fairness in accordance with good governance practice.

### **Consultation**

Internal consultation has occurred with governance and administration staff to confirm statutory requirements, probity considerations and policy compliance.

External consultation has occurred through the seeking of quotations from executive recruitment firms with relevant Local Government CEO recruitment experience.

Proposals were received from Lester Blades Executive Search & Board Advisory, Mills Recruitment, McArthur, and LO-GO Appointments.

Each proposal has been reviewed for scope of services, demonstrated Local Government experience, methodology, probity safeguards and fee structure.

No community consultation is considered required.

### **Statutory Environment**

The recruitment and appointment of a CEO must comply with:

Local Government Act 1995:

- Section 5.36 – Employment of CEO;
- Section 5.37 – CEO to be appointed by Council;
- Section 5.39B – Contract of employment (CEO); and
- Section 5.39C – Standards for CEO recruitment and performance.

Local Government (Administration) Regulations 1996:

- Regulation 18A – Selection panel requirements and advertising; and
- Regulation 18FB(3) and (4) – Certification requirement following employment of CEO.

Regulation 18FB(3) provides that:

*“As soon as practicable after the person is employed in the position of CEO, the local government must, by resolution, certify that the person was employed in accordance with the local government’s adopted standards in relation to the recruitment of CEOs.”* (Absolute majority required.)

Regulation 18FB(4) requires that a copy of the resolution be provided to the Local Government Inspector within fourteen (14) days after the resolution is passed.

Council must therefore ensure that the entire recruitment process strictly complies with its adopted Standards (Policy 1.18) to enable lawful certification following appointment.

### **Policy Implications**

This report aligns with Policy 1.18 – Standards for CEO Recruitment, Performance and Termination, which establishes mandatory requirements for:

- Selection panel composition;
- Independent panel member inclusion;
- Approval of selection criteria and job description form;
- Advertising requirements; and
- Merit-based assessment and probity.

No amendments to existing policy are proposed.

### **Sustainability & Climate Change Implications**

*Environmental* – There are no significant identifiable environmental impacts arising from adoption of the officer’s recommendation.

*Economic* – There are no significant identifiable economic impacts arising from adoption of the officer’s recommendation.

*Social* – There are no significant identifiable social impacts arising from adoption of the officer’s recommendation.

### **Financial Implications**

The engagement of an external recruitment consultant will incur costs in accordance with the selected provider’s quotation (provided under separate cover).

Council is requested to determine its preferred provider based on experience, methodology and value for money. A Budget provision for recruitment has been included in Item 10.3.3 Budget Review 2025/26 for the sum of \$20,000.

The proposal has no impact on the Long-Term Financial Plan beyond normal CEO remuneration budgeting.

## Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027		
Objective	4.	Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1	An efficient and effective organisation
Strategy:	4.1.1	Continually improve operational efficiencies and provide effective services
Strategy:	4.1.2	Continue to enhance communication and transparency

## Risk Implications

Risk	Risk Likelihood	Risk Impact / Consequence	Risk Rating	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Recruitment process fails to comply with legislation and adopted standards.	Unlikely (2)	Major (4)	Medium (5-9)	Compliance Requirements	Establish compliant selection panel, appoint independent member, engage experienced recruitment consultant and ensure appropriate governance processes are complied with.

## Risk Matrix

Consequence		Likelihood				
		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating of eight (8) has been determined for this item. Any items with a risk rating over 10 or greater (considered to be high or extreme risk) will be added to the Risk Register, and any item with a risk rating of 16 or greater will require a specific risk treatment plan to be developed.

## Comment/Conclusion

Council is required to commence the recruitment process for the incoming CEO in a timely and compliant manner.

This report seeks Council approval to:

- Establish the CEO Selection Panel (recommended as a Panel of the Whole);
- Appoint an independent panel member in accordance with Policy 1.18;
- Appoint an interim CEO during the period where the current CEO departs and a permanent CEO commences; and
- Engage an external executive recruitment firm to manage and support the recruitment process.

It is noted that Council will subsequently be requested to:

- Approve the final selection criteria and job description form (absolute majority required);
- Appoint the preferred CEO candidate and approve contract terms (absolute majority required); and
- Certify compliance with adopted standards under Regulation 18FB and provide that certification to the Inspector within fourteen (14) days of appointment (absolute majority required).

The nominated independent panel member must satisfy the independence requirements under Policy 1.18 and is not an Elected Member, employee of the Shire (or any other Local Governments in Western Australia), or engaged recruitment consultant. The independent panel member will not be entitled to remuneration.

All quotations received have been provided to Elected Members for consideration. Council is required to determine its preferred provider by resolution.

## Voting Requirements

Absolute Majority

### OFFICERS' RECOMMENDATION

That with respect to the recruitment of a Chief Executive Officer, Council:

- 1) Note the resignation of the Chief Executive Officer effective Friday, 1 May 2026;
- 2) Establish a CEO Selection Panel for the recruitment and appointment of a new Chief Executive Officer, comprising all Elected Members;
- 3) Appoint \_\_\_\_\_ as the independent member of the CEO Selection Panel, in accordance with Policy 1.18 – Standards for CEO Recruitment, Performance and Termination;
- 4) Appoint \_\_\_\_\_ as the recruitment consultant to assist Council and the CEO Selection Panel with the recruitment process;
- 5) Note the desire to appoint an interim Chief Executive Officer and:
  - a) Authorise the Shire President to make an offer to employ Applicant A in the position of interim Chief Executive Officer from the agreed commencement date (ideally early May 2026) for a maximum period of 12 months or until a permanent Chief Executive Officer is appointed (whichever occurs first), anticipated to be indicatively August 2026, and if the offer to employ Applicant A is not accepted or does not otherwise result in the employment of Applicant A, approve the making of the offer to employ Applicant B in the position;
  - b) Believes that both Applicants A & B are suitably qualified for the position;
  - c) Is satisfied with the provisions of the proposed employment conditions;
  - d) Authorise the Shire President to conduct any negotiations with Applicant A or Applicant B in relation to the proposed employment conditions, including any minor amendments that are

consistent with the approved remuneration band applicable to the Shire of Narrogin and maximum salary component agreed to behind closed doors;

- 6) Authorise the Shire President to liaise with the Executive Manager Corporate & Community Services to procure the recruitment consultant and to liaise with the interim CEO and/or an appropriate Senior Employee of Council in relation to administrative tasks associated with the recruitment of a permanent CEO; and
- 7) Confirm that the CEO recruitment process is to be undertaken in accordance with:
  - a) Sections 5.36, 5.37, 5.39B and 5.39C of the Local Government Act 1995;
  - b) Regulations 18A and 18FB of the Local Government (Administration) Regulations 1996; and
  - c) Council's adopted Policy 1.18 – Standards for CEO Recruitment, Performance and Termination.

#### **OFFICERS' RECOMMENDATION**

That the meeting be re-opened to the public.

## 1.18 Standards for CEO Recruitment, Performance and Termination

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**Responsible Executive** Chief Executive Officer

**Statutory context** Local Government Act 1995, Section 5.39B;  
Local Government (Administration) Amendment Regulations 2021; and  
Local Government (Administration) Regulations 1996.

**Corporate context** Nil

**History**

Adopted	24 February 2021
Reviewed	26 April 2023
Reviewed	28 May 2025

**Statutory requirement –**

**The Local Government Act requires that the standards may only be adopted or amended by absolute majority.**

-- See over --

## Policy Schedule 1.18 Standards for CEO Recruitment, Performance and Termination

# Adopted Standards for CEO Recruitment, Performance and Termination



Schedule 2 — Model standards for CEO recruitment, performance and termination [Local Government Act 1995 S5.39A & Local Government (Administration) Regulations 1996 R18FA].

## 1. Citation

These are the Shire of Narrogin Standards for CEO Recruitment, Performance and Termination.

## 2. Terms used

(1) In these standards —

**Act** means the Local Government Act 1995;

**additional performance criteria** means performance criteria agreed by the local government and the CEO under clause 16(1)(b);

**applicant** means a person who submits an application to the local government for the position of CEO;

**CEO** means the local government's Chief Executive Officer;

**contract of employment** means the written contract, as referred to in section 5.39 of the Act, that governs the employment of the CEO;

**contractual performance criteria** means the performance criteria specified in the CEO's contract of employment as referred to in section 5.39(3)(b) of the Act;

**job description form** means the job description form for the position of CEO approved by the local government under clause 5(2);

**local government** means the [insert name of local government];

**selection criteria** means the selection criteria for the position of Chief Executive Officer determined by the local government under clause 5(1) and set out in the job description form;

**selection panel** means the selection panel established by the local government under clause 8 for the employment of a person in the position of CEO.

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

## Division 2 — Standards for recruitment of CEOs

### 3. Overview of Division

This Division sets out standards to be observed by the local government in relation to the recruitment of CEOs.

### 4. Application of Division

(1) Except as provided in subclause (2), this Division applies to any recruitment and selection process carried out by the local government for the employment of a person in the position of CEO.

(2) This Division does not apply —

(a) if it is proposed that the position of CEO be filled by a person in a class prescribed for the purposes of section 5.36(5A) of the Act; or

(b) in relation to a renewal of the CEO's contract of employment, except in the circumstances referred to in clause 13(2).

### 5. Determination of selection criteria and approval of job description form

(1) The local government must determine the selection criteria for the position of CEO, based on the local government's consideration of the knowledge, experience, qualifications and skills necessary to effectively perform the duties and responsibilities of the position of CEO of the local government.

(2) The local government must, by resolution of an absolute majority of the council, approve a job description form for the position of Chief Executive Officer which sets out —

(a) the duties and responsibilities of the position; and

(b) the selection criteria for the position determined in accordance with subclause (1).

### 6. Advertising requirements

(1) If the position of CEO is vacant, the local government must ensure it complies with section 5.36(4) of the Act and the Local Government (Administration) Regulations 1996 regulation 18A.

(2) If clause 13 applies, the local government must advertise the position of CEO in the manner referred to in the Local Government (Administration) Regulations 1996 regulation 18A as if the position was vacant.

### 7. Job description form to be made available by local government

If a person requests the local government to provide to the person a copy of the job description form, the local government must —

(a) inform the person of the website address referred to in the

Local Government (Administration) Regulations 1996 regulation 18A(2)(da); or

(b) if the person advises the local government that the person is unable to access that website address —

(i) email a copy of the job description form to an email address provided by the person; or

(ii) mail a copy of the job description form to a postal address provided by the person.

#### **8. Establishment of selection panel for employment of CEO**

(1) In this clause —

**independent person** means a person other than any of the following —

(a) a council member;

(b) an employee of the local government;

(c) a human resources consultant engaged by the local government.

(2) The local government must establish a selection panel to conduct the recruitment and selection process for the employment of a person in the position of CEO.

(3) The selection panel must comprise —

(a) council members (the number of which must be determined by the local government); and

(b) at least 1 independent person.

#### **9. Recommendation by selection panel**

(1) Each applicant's knowledge, experience, qualifications and skills must be assessed against the selection criteria by or on behalf of the selection panel.

(2) Following the assessment referred to in subclause (1), the selection panel must provide to the local government —

(a) a summary of the selection panel's assessment of each applicant; and

(b) unless subclause (3) applies, the selection panel's recommendation as to which applicant or applicants are suitable to be employed in the position of CEO.

(3) If the selection panel considers that none of the applicants are suitable to be employed in the position of CEO, the selection panel must recommend to the local government —

(a) that a new recruitment and selection process for the position be carried out in accordance with these standards; and

(b) the changes (if any) that the selection panel considers should be made to the duties and responsibilities of the position or the selection criteria.

(4) The selection panel must act under subclauses (1), (2) and (3) —

(a) in an impartial and transparent manner; and

(b) in accordance with the principles set out in section 5.40 of the Act.

(5) The selection panel must not recommend an applicant to the local government under subclause (2)(b) unless the selection panel has —

(a) assessed the applicant as having demonstrated that the applicant's knowledge, experience, qualifications and skills meet the selection criteria; and

(b) verified any academic, or other tertiary level, qualifications the applicant claims to hold; and

(c) whether by contacting referees provided by the applicant or making any other inquiries the selection panel considers appropriate, verified the applicant's character, work history, skills, performance and any other claims made by the applicant.

(6) The local government must have regard to, but is not bound to accept, a recommendation made by the selection panel under this clause.

#### **10. Application of cl. 5 where new process carried out**

(1) This clause applies if the local government accepts a recommendation by the selection panel under clause 9(3)(a) that a new recruitment and selection process for the position of CEO be carried out in accordance with these standards.

(2) Unless the local government considers that changes should be made to the duties and responsibilities of the position or the selection criteria —

(a) clause 5 does not apply to the new recruitment and selection process; and

(b) the job description form previously approved by the local government under clause 5(2) is the job description form for the purposes of the new recruitment and selection process.

#### **11. Offer of employment in position of CEO**

Before making an applicant an offer of employment in the position of CEO, the local government must, by resolution of an absolute majority of the council, approve —

(a) the making of the offer of employment to the applicant; and

(b) the proposed terms of the contract of employment to be entered into by the local government and the applicant.

#### **12. Variations to proposed terms of contract of employment**

(1) This clause applies if an applicant who is made an offer of employment in the position of CEO under clause 11 negotiates with the local government a contract of employment (the negotiated contract) containing terms different to the proposed terms approved by the local government under clause 11(b).

(2) Before entering into the negotiated contract with the applicant, the local government must, by resolution of an absolute majority of the council, approve the terms of the negotiated contract.

#### **13. Recruitment to be undertaken on expiry of certain CEO contracts**

(1) In this clause —

commencement day means the day on which the Local Government (Administration) Amendment Regulations 2021 regulation 6 comes into operation.

(2) This clause applies if —

(a) upon the expiry of the contract of employment of the person (the incumbent CEO) who holds the position of CEO —

(i) the incumbent CEO will have held the position for a period of 10 or more consecutive years, whether that period commenced before, on or after commencement day; and

(ii) a period of 10 or more consecutive years has elapsed since a recruitment and selection process for the position was carried out, whether that process was carried out before, on or after commencement day; and

(b) the incumbent CEO has notified the local government that they wish to have their contract of employment renewed upon its expiry.

(3) Before the expiry of the incumbent CEO's contract of employment, the local government must carry out a recruitment and selection process in accordance with these standards to select a person to be employed in the position of CEO after the expiry of the incumbent CEO's contract of employment.

(4) This clause does not prevent the incumbent CEO's contract of employment from being renewed upon its expiry if the incumbent CEO is selected in the recruitment and selection process referred to in subclause (3) to be employed in the position of CEO.

#### **14. Confidentiality of information**

The local government must ensure that information provided to, or obtained by, the local government in the course of a recruitment and selection process for the position of CEO is not disclosed, or made use of, except for the purpose of, or in connection with, that recruitment and selection process.

### **Division 3 — Standards for review of performance of CEOs**

#### **15. Overview of Division**

This Division sets out standards to be observed by the local government in relation to the review of the performance of CEOs.

#### **16. Performance review process to be agreed between local government and CEO**

(1) The local government and the CEO must agree on —

(a) the process by which the CEO's performance will be reviewed; and

(b) any performance criteria to be met by the CEO that are in addition to the contractual performance criteria.

(2) Without limiting subclause (1), the process agreed under subclause (1)(a) must be consistent with clauses 17, 18 and 19.

(3) The matters referred to in subclause (1) must be set out in a written document.

#### **17. Carrying out a performance review**

(1) A review of the performance of the CEO by the local government must be carried out in an impartial and transparent manner.

(2) The local government must —

(a) collect evidence regarding the CEO's performance in respect of the contractual performance criteria and any additional performance criteria in a thorough and comprehensive manner; and

(b) review the CEO's performance against the contractual performance criteria and any additional performance criteria, based on that evidence.

#### **18. Endorsement of performance review by local government**

Following a review of the performance of the CEO, the local government must, by resolution of an absolute majority of the council, endorse the review.

#### **19. CEO to be notified of results of performance review**

After the local government has endorsed a review of the performance of the CEO under clause 18, the local government must inform the CEO in writing of —

(a) the results of the review; and

(b) if the review identifies any issues about the performance of the CEO — how the local government proposes to address and manage those issues.

### **Division 4 — Standards for termination of employment of CEOs**

#### **20. Overview of Division**

This Division sets out standards to be observed by the local government in relation to the termination of the employment of CEOs.

#### **21. General principles applying to any termination**

(1) The local government must make decisions relating to the termination of the employment of a CEO in an impartial and transparent manner.

(2) The local government must accord a CEO procedural fairness in relation to the process for the termination of the CEO's employment, including —

(a) informing the CEO of the CEO's rights, entitlements and responsibilities in relation to the termination process; and

(b) notifying the CEO of any allegations against the CEO; and

(c) giving the CEO a reasonable opportunity to respond to the allegations; and

(d) genuinely considering any response given by the CEO in response to the allegations.

#### **22. Additional principles applying to termination for performance-related reasons**

(1) This clause applies if the local government proposes to terminate the employment of a CEO for reasons related to the CEO's performance.

(2) The local government must not terminate the CEO's employment unless the local government has —

(a) in the course of carrying out the review of the CEO's performance referred to in subclause (3) or any other review of the CEO's performance, identified any issues (the performance issues) related to the performance of the CEO; and

(b) informed the CEO of the performance issues; and

(c) given the CEO a reasonable opportunity to address, and implement a plan to remedy, the performance issues; and  
(d) determined that the CEO has not remedied the performance issues to the satisfaction of the local government.

(3) The local government must not terminate the CEO's employment unless the local government has, within the preceding 12-month period, reviewed the performance of the CEO under section 5.38(1) of the Act.

**23. Decision to terminate**

Any decision by the local government to terminate the employment of a CEO must be made by resolution of an absolute majority of the council.

**24. Notice of termination of employment**

(1) If the local government terminates the employment of a CEO, the local government must give the CEO notice in writing of the termination.

(2) The notice must set out the local government's reasons for terminating the employment of the CEO.

– End of Schedule

A copy of these Standards is to be placed on the local government's official website, pursuant to Section 5.39B(6) of the Local Government Act 1995.

**11. ELECTED MEMBERS' MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

Nil

**12. NEW BUSINESS OF AN URGENT NATURE APPROVED BY THE PERSON PRESIDING OR BY DECISION OF THE MEETING**

**13. CLOSURE OF MEETING**

There being no further business to discuss, the Presiding Member declared the meeting closed at [REDACTED] pm and, pursuant to resolution 221025.05 of 22 October 2025, reminded Councillors of the next Ordinary Meeting of the Council, scheduled for 7.00 pm on Wednesday 25 March 2026, at this same venue.



Shire of  
**Narrogin**  
*Love the life*

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