

APPENDICES INDEX

ORDINARY COUNCIL MEETING

24 March 2026

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Peel Country Zone Minutes

19 February 2026

Hosted by the City of Mandurah
3 Peel Street, Mandurah

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PRIORITISATION FRAMEWORK

How to use the Framework:

- If the majority of the factors are towards the left column, the issue is a high priority.
- If the majority of the factors are towards the middle, the issue requires action, but is not a high priority.
- If the majority of the factors are towards the right column, the issue is a low priority.

Impact on Local Government Sector Impact on Local Government sector without intervention	High	Medium	Low
Reach Number of member Local Governments affected	Sector-wide	Significant (multiple regions, Zones, or bands)	Few
Influence Capacity to influence decision makers	High	Medium	Low
Principles Alignment to core principles such as autonomy, funding, general competence	Strong	Partial	Peripheral
Clarity Policy change needed is clear and well-defined	Clear	Partial	Unclear
Decision-maker support Level of support among decision-makers (political and administrative)	High	Medium	Low
Public support Level of support among the public or other stakeholders	High	Medium	Low
Positive consequences for WALGA Prospect of positive consequences for WALGA. E.g. enhanced standing among members or leverage for other issues.	High	Medium	Low
Negative consequences for WALGA Prospect of negative consequences for WALGA for not undertaking the advocacy effort. E.g. diminished standing among members or other stakeholders.	High	Medium	Low
Partnerships Potential for partnerships with other stakeholders	Yes (3+)	Possibly (1-2)	No (0)

ANNOUNCEMENTS

Zone Delegates were requested to provide sufficient written notice, wherever possible, on amendments to recommendations within the State Council or Zone agenda to the Zone Chair and Secretariat prior to the Zone meeting.

Agenda Papers were emailed 7 days prior to the meeting date.

Confirmation of Attendance An attendance sheet was circulated prior to the commencement of the meeting.

ATTACHMENTS

1. Department of Local Government, Industry Regulation and Safety Update Report
2. Draft Minutes of previous meeting
3. Zone Status Report
4. President's Report

1 OPENING, ATTENDANCE AND APOLOGIES

1.1 OPENING

Zone Chair, President Cr Michael Walmsley, opened the meeting at 1:16pm.

1.2 ATTENDANCE

MEMBERS	2 Voting Delegates from each Member Local Government
Shire of Boddington	President Cr Eugene Smallberger Ms Cara Ryan, Acting Chief Executive Officer - non-voting
City of Mandurah	Mayor Amber Kearns Cr Shannon Wright Ms Casey Mihovilovich, Chief Executive Officer - non-voting
Shire of Murray	President Cr Douglas McLarty Cr Ange Rogers
Shire of Serpentine Jarrahdale	Mr Paul Martin, Chief Executive Officer - non-voting
Shire of Waroona	President Cr Michael Walmsley (Chair) Cr Brad Vitale Ms Ashleigh Nuttall, Director Corporate & Community Services - non-voting
WALGA Representatives	Cr Paul Kelly, Deputy President Ms Hannah Godsave, Policy Manager Community Ms Negar Nili, Policy Officer transport and Roads

1.3 APOLOGIES

Shire of Boddington	Cr Paul Carrots Ms Julie Burton, Chief Executive Officer - non-voting
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Shire of Serpentine Jarrahdale	President Cr Rob Coales Cr Courtney Mazzini Cr Reece Jarrett
Shire of Murray	Mr Dean Unsworth, Chief Executive Officer - non-voting
Shire of Waroona	Mr Mark Goodlet, Chief Executive Officer - non-voting
Minister for Peel	Hon Jessica Stojkovski MLA

2 ACKNOWLEDGEMENT OF COUNTRY

We, the delegates of the Peel Country Zone acknowledge the traditional owners of this land that we are meeting on today and pay our respects to Elders past, present and future.

3 DECLARATIONS OF INTEREST

Nil.

4 DEPUTATIONS

Nil.

5 AGENCY REPORTS

5.1 DEPARTMENT OF LOCAL GOVERNMENT, INDUSTRY REGULATION AND SAFETY UPDATE REPORT

The February 2026 report from the Department of Local Government, Industry Regulation and Safety (DLGIRS) was enclosed as an attachment within the Agenda.

Noted

6 CONFIRMATION OF MINUTES

The previous meeting Minutes of the Peel Country Zone have been circulated to Zone Delegates and was provided as an attachment to the Agenda.

RESOLUTION

Moved: Mayor Amber Kearns
Seconded: President Cr Eugene Smalberger

That the Minutes of the meeting of the Peel Country Zone held on 20 November 2025 be confirmed as a true and accurate record of the proceedings.

CARRIED

7 BUSINESS ARISING

7.1 STATUS REPORT

A Status Report outlining any recent updates and/or actions taken on the Zone's previous meetings resolutions for both State Council and Zone items was enclosed as an attachment within the agenda. These item updates will remain on the Status Report until completed or no further action is required by WALGA.

Noted

8 ZONE BUSINESS

8.1 DFES FUNDING FOR RURAL FIREFIGHTING WATER TANKS

By Shire of Murray

BACKGROUND

Bushfire risk across Western Australia continues to increase due to climate change, longer fire seasons and expanding rural-residential development. In non-reticulated areas, access to reliable water is often the single most critical factor in determining whether a fire can be contained quickly or escalates into a major incident.

Many rural areas contain extensive bushfire-prone land and numerous rural and rural-residential subdivisions without reticulated water supply. Recent bushfire events have demonstrated that inadequate access to water increases operational risk and places additional pressure on volunteer firefighters.

Local governments have statutory responsibilities to manage bushfire risk; however, current arrangements place a disproportionate financial burden on regional shires to provide critical firefighting infrastructure without corresponding State investment. While bushfire risks are clearly identified through State-led assessment processes, there is no dedicated/recurrent funding stream to deliver the water infrastructure required to treat those risks.

Attached to the Agenda was a full briefing paper.

SECRETARIAT COMMENT

WALGA acknowledges the Shire of Murray's recommendation and the significant challenges faced by rural and regional Local Governments in providing adequate firefighting water infrastructure in non-reticulated areas. Reliable access to water for suppression operations remains an ongoing concern, as demonstrated during recent bushfire events, and is consistent with broader sector advocacy for increased investment in disaster risk reduction.

Through the 2026–27 State Budget Submission, WALGA is advocating to increase the Mitigation Activity Fund Grant Program (MAFGP) to \$15 million per annum from 2026–27. Expanded funding would enable Local Governments with endorsed Bushfire Risk Management Plans to better implement strategic, locally-driven mitigation works.

Strengthening MAFGP aligns with the need to shift from reactive suppression to proactive risk reduction in the face of increasingly severe fire seasons.

Also, through the 2026–27 State Budget Submission, WALGA is advocating for a \$9 million per annum Local Government Disaster Risk Reduction Fund to support Local Government-led mitigation initiatives, including infrastructure that improves the resilience of essential public assets. Current funding through the AWARE program is insufficient, with only \$238,000 shared across 137 Local Governments.

Members are also advised that the Australian Government’s Disaster Ready Fund Round Four is expected to open in March 2026, with a strong focus on construction-ready mitigation projects. This may provide a potential pathway for Local Governments to progress eligible firefighting water infrastructure proposals. DFES will administer the State process, with further information to be provided when available.

WALGA will also be commencing a review of its emergency management advocacy positions during 2026, beginning with bushfire-related positions. This work will ensure that sector advocacy remains contemporary, evidence-based, and aligned to emerging risks and operational realities. The Shire of Murray case study will be considered in this review.

RESOLUTION

Moved: President Cr Douglas McLarty

Seconded: Cr Ange Rogers

That the Peel Country Zone requests WALGA to lobby for the State to establish a risk-based funding program to support the installation and renewal of static firefighting water infrastructure in rural and regional areas. This investment is essential to protect communities, support volunteers and ensure that bushfire risk management responsibilities are appropriately matched with funding.

CARRIED

8.2 2026 LOCAL GOVERNMENT HONOURS AWARDS

By Kathy Robertson, WALGA Manager Association and Corporate Governance

The Honours Program recognises and celebrates the outstanding achievements and lasting contributions made by Elected Members and officers to their respective Local Government, the Local Government sector, WALGA and the wider community.

There are five awards in the 2026 Program:

1. Local Government Medal
2. Life Membership
3. Eminent Service Award
4. Merit Award
5. Young Achievers Award

All Local Government Elected Members and officers are eligible for nomination for each award.

Nominations are open now and will close at **5:00pm on Thursday, 2 April 2026.**

Further information about the 2026 Honours Program, including the nomination form and guidelines for preparing nominations, are available on the [WALGA website](#).

All awards will be presented later this year at the WALGA Local Government Awards event. More details about the event will be announced shortly.

For more information contact Habiba Farrag, State Council Governance Officer, on 9213 2050 or via email honours@walga.asn.au.

Noted

8.3 WATER MANAGEMENT DISCUSSION PAPER UPDATE

By Rebecca Brown, WALGA Policy Manager Environment and Waste

EXECUTIVE SUMMARY

- WALGA has developed a Water Management in Western Australia Discussion Paper exploring issues for Local Governments in managing water resources.
- To inform the Discussion Paper, WALGA undertook research and direct engagement with the sector and reviewed existing Water Advocacy Positions and feedback from WALGA Zones.
- Based on this consultation, the Discussion Paper identifies water security and water efficiency as key themes.
- Feedback on the Discussion Paper will inform the development of a new water management advocacy position.
- Zones and Local Governments are encouraged to provide comments to WALGA by 12 March 2026.

POLICY IMPLICATIONS

This item relates to [WALGA Advocacy Positions](#) 3.1.1 Service Delivery to Aboriginal Communities, 4.3 Clearing Permits and Water Licenses and Permits, 6.10 Public Open Space (POS) and 6.14 Planning for Water.

ATTACHMENT

- [Water Management in Western Australia Discussion Paper](#)

BACKGROUND

Local Governments contribute to the management of water through strategic planning, land management, development approvals, community behaviour change and, in some cases, direct water service provision. Local Governments' role in water service provision includes drainage, water use and re-use and aspects of wastewater and sewerage services. The challenges for future water management are escalating across Western Australia due to population growth, climate change and increased competition for limited water resources.

To inform the Discussion Paper WALGA reviewed its existing Water Advocacy Positions and motions, feedback from WALGA Zones and undertook research and direct consultation with the sector. Consultation included workshops with both metropolitan and non-metropolitan Local Governments, an online session with 40 officers focused on water security and efficiency and a regionally focused session with 30 Local Government representatives exploring the barriers to being waterwise in a regional setting. In addition, WALGA conducted 14 one-on-one interviews with officers from 22 metropolitan, regional and

remote Local Governments to better understand key issues. Further insights were gained through meetings with officers from the Department of Water and Environmental Regulation and the Water Corporation, as well as internal discussions with WALGA.

COMMENT

From consultation and research WALGA has undertaken with Local Government, two key themes consistently emerged - water security and water efficiency.

Water security relates to the reliable availability, adequate quantity and acceptable quality of water needed to support human health, economic development and environmental amenity. Issues identified include:

- **Infrastructure:** Funding to repair and upgrade aging Local Government water infrastructure including irrigation, drainage and stormwater systems and to improve reliability of State-managed assets.
- **Alternative Sources:** Diversifying water supply through non-traditional sources such as recycled water, stormwater harvesting, or desalination to support community assets.
- **Licensing:** Reforming the current water licensing system, including equity, access and regulatory enforcement.
- **Access:** Addressing barriers to equitable water access, particularly for regional and remote communities.
- **Use:** Planning for water allocation and consumption across sectors.

Water efficiency is focused on reducing unnecessary water loss through better practices, technologies and infrastructure. Issues identified include:

- **Technology:** Adopting waterwise technologies to enhance water efficiency.
- **Water Literacy and behaviour change:** Increasing water literacy within Local Government and the community to support change management and adaptation within communities.
- **Water Sensitive Urban Design:** Improving understanding to encourage the adoption of efficient technologies and design standards to reduce water consumption across public and private infrastructure.

Local Governments across Western Australia are addressing water security and efficiency through various actions across strategic infrastructure planning, innovative water management practices and community awareness. A new Water Management Advocacy Position will ensure WALGA can effectively advocate on behalf of the sector in relation to this issue. The Discussion Paper includes options to address these issues and questions for the sector relating to each of the key areas.

Feedback on the Discussion Paper will inform the development of a new water management advocacy position. All Zones and Local Governments are encouraged to provide comments to WALGA by 12 March 2026.

Noted

8.4 CONSULTATION ON DRAFT CLIMATE CHANGE ADVOCACY POSITION

By Rebecca Brown, WALGA Policy Manager Environment and Waste

EXECUTIVE SUMMARY

- WALGA is undertaking consultation on a revised Climate Change Advocacy Position.
- This Draft was developed following initial consultation, consideration by State Council in March 2025 and feedback from the Environment Policy Team of State Council.
- Since WALGA's current Advocacy Position and Policy Statement were endorsed in 2018, there have been significant legislative, policy, technological and scientific changes.
- An updated climate change advocacy position, which complements other WALGA advocacy positions, will provide a sound basis for WALGA's advocacy.
- WALGA is seeking Council endorsed feedback by 1 May 2026.

POLICY IMPLICATIONS

This item is intended to replace WALGA's 2018 Climate Change [Advocacy Position](#) and [Policy Statement](#).

ATTACHMENT

The Consultation Paper is available [online](#).

BACKGROUND

Climate change, and related legislation, policy and action, have implications for many aspects of Local Governments' operations and services. More frequent and severe droughts, heatwaves, bushfires, extreme rainfall events and warming, rising sea levels are increasing the costs and complexity of delivering critical services, infrastructure and ensuring community wellbeing.

In 2018, State Council endorsed a [Climate Change Policy Statement](#) and advocacy position, following extensive sector consultation. Since this Advocacy Position was adopted there have been significant legislative, policy, technological and scientific changes, including:

- The national *Climate Change Act 2022* and the Western Australian Climate Change Bill 2023.
- The *Local Government Amendment Act 2023*, which expanded Western Australian Local Governments' general function to include planning for, and mitigating, the risks associated with climate change.
- The release of the Australian Government's [National Climate Risk Assessment](#) and [National Adaptation Plan](#) in 2025.
- Escalation of the transition to renewable energy, uptake of electric vehicles and energy efficiency standards under the National Construction Code.
- Climate science and projections ([international](#), [national](#) and [WA specific](#)) have also become clearer regarding the risks posed by climate change and the need for action to address the consequential impacts.

COMMENT

It is important that the WALGA climate change advocacy position is updated to reflect these changes and the consequent needs and priorities of Local Governments. An updated climate change advocacy position, which complements other WALGA advocacy positions, will provide a sound basis for WALGA's advocacy.

Following initial consultation, consideration by State Council in March 2025 and feedback from the Environment Policy Team, WALGA has developed a revised, draft Climate Change Advocacy Position for Local Government feedback.

WALGA Environment and Waste Team members will be attending Zone meetings in April 2026 to support zone discussions on the draft Advocacy Position.

WALGA is seeking Council endorsed feedback on the draft Climate Change Advocacy Position by **COB Friday, 1 May 2026**. Feedback can be provided to environment@walga.asn.au.

Following consideration of this feedback a final draft advocacy position will be developed and provided to Zones and State Council for consideration, expected to be in July 2026.

Noted

8.5 DISASTER READY FUND: ROUND 4 ANTICIPATED TO OPEN IN MARCH 2026

By Rachel Armstrong, WALGA Policy Manager Emergency Management

The Disaster Ready Fund (DRF) is the Australian Government's key funding program to support projects that reduce disaster risk and strengthen community resilience.

Round Four of the DRF is expected to open in March 2026 with approximately \$200 million available nationally. A strong focus on *construction-ready*, infrastructure-based mitigation projects with clear risk reduction benefits is expected. This is similar to Round 3 which prioritised infrastructure-based projects such as flood levees, cyclone shelters, warning systems. A list of Round 3 projects funded is available at [Disaster Ready Fund | NEMA](#)).

WALGA is providing early notice to Zones and member Local Governments to consideration of both individual and collaborative project opportunities, and pre-planning ahead of the formal announcement.

The DRF is administered by DFES, in Western Australia. Further information is available at [Disaster Resilience Grants - Department of Fire and Emergency Services](#) and by emailing DisasterResilienceGrants@dfes.wa.gov.au.

DRF Round 4 is likely to be released in March 2026, and encourage Local Governments to consider shared or individual disaster risk reduction projects

WALGA will advise the Sector when the DRF is formally announced.

Noted

8.6 DRAFT RENEWABLE ENERGY PLANNING CODE

By Kieran McGovern, WALGA Senior Policy Advisor, Planning

EXECUTIVE SUMMARY

- WALGA Advocacy Position 6.17 Renewable Energy Facilities calls for changes to the renewable energy State planning framework to ensure it is fit for purpose to guide the ongoing development of the sector.
- The State Government has released a draft Renewable Energy Planning Code and Guidelines with the aim of establishing a consistent assessment framework, clear

development standards, and improved certainty around impacts such as noise, landscape, environmental considerations, and safety.

- The Code initially focuses on wind farms but is designed to expand to other renewable technologies, requiring detailed technical reporting and encouraging (but not regulating) community benefit-sharing agreements.
- Proposed regulatory amendments would align local planning schemes with the Code and classify renewable energy projects valued at \$20 million or more as mandatory significant development, shifting decision-making authority to the WAPC.
- WALGA strongly encourages consideration of the draft Code by Zones. Local Governments should make their own submissions on the draft Code by 10 April 2026 and provide feedback to WALGA to inform our submission on behalf of the sector by 27 February 2026. Council endorsed submissions are preferred.

ATTACHMENT

- [Draft Renewable Energy Planning Code and Guidelines](#)
- [Information Sheet - Proposed Amendments to Local Planning Scheme Regulations](#)
- [Information Sheet - Proposed Amendments to Significant Development Regulations](#)
- [WALGA summary of the draft Renewable Energy Planning Code](#)

POLICY IMPLICATIONS

WALGA's proposed advocacy approach is consistent with WALGA [Advocacy Positions](#):

- 6.1 Planning Principles and Reform
- 6.4 State Development Applications and Decision Making
- 6.16 Energy Transition Engagement and Community Benefit Framework
- 6.17 Renewable Energy Facilities
- 6.18 Priority Agriculture.

BACKGROUND

The growth in the number, size, and complexity of renewable energy facilities across Western Australia is expected to continue as energy generation and other traditional industries de-carbonise their facilities and operations. As a result, the placement and management of renewable energy facilities have become contentious issues in local communities across Western Australia.

In September 2024, WALGA's State Council endorsed three advocacy positions to address concerns related to renewable energy. Advocacy Position 6.17 Renewable Energy Facilities noted that the existing Western Australian Planning Commission's (WAPC) Position Statement: Renewable energy facilities was inadequate to address these concerns, leading to inconsistent application and approvals of renewable energy facilities across the State.

The advocacy position calls for the existing Position Statement: Renewable Energy Facilities to be elevated to a State planning policy, to provide the highest level of planning policy control and ensure the state planning framework is fit for purpose to guide the ongoing development of the sector.

On 12 December 2025, the State Government released a draft Renewable Energy Planning Code (the Code) and associated Guidelines for public consultation. The Code has been prepared to provide guidance to industry, Local Government and communities by:

- introducing a consistent development assessment framework for renewable energy infrastructure across Western Australia.
- establishing clear development standards and application requirements.

- addresses potential land use and environmental impacts, such as noise and landscape considerations.

The initial focus of the Code is on wind farms, with flexibility to expand to other renewable energy developments, including solar farms and battery energy storage systems.

The draft Code covers key planning issues such as safety, noise, shadow flicker, landscape and visual impact, natural environment, natural hazards, aviation safety, electromagnetic interference, transport, construction, and decommissioning.

Under the proposed Code, development applications must include detailed technical reports, whilst community benefit-sharing agreements are encouraged, these agreements sit outside of the planning system.

To enable implementation of the Code, regulatory amendments are proposed to the *Planning and Development (Local Planning Schemes) Regulations 2015* to support incorporation of the Code into local planning schemes through Model Provisions, introduce standard land-use definitions that will apply to all local planning schemes and guide assessment of new noise-sensitive development near existing or approved wind farms.

There are also proposed reforms to the *Planning and Development (Significant Development) Regulations 2024*, which will classify renewable energy development applications valued at \$20 million or more as mandatory significant development. These projects will be assessed and determined by the WAPC under the State Significant Development Pathway (under Part 11B of the *Planning and Development Act 2005*), and Local Governments role will be to provide commentary to the development application, but final decision-making authority will rest with the WAPC.

Consultation on the draft Code and Guidelines closes 10 April 2026.

COMMENT

WALGA's has advocated for changes to the renewable energy State planning framework to ensure orderly and proper planning of renewable energy facilities and therefore welcomes the release of the draft Renewable Energy Planning Code and Guidelines by the State Government for public comment. This draft Code represents a significant step toward establishing a consistent planning framework to guide the ongoing development of renewable energy facilities across WA - providing important clarity and guidance to WA Local Governments.

The proposed amendments to classify renewable energy projects over \$20 million as 'mandatory significant development' that must be determined by WAPC does not align with WALGA's Advocacy Position 6.4 State Development Applications and Decision Making, as it has the potential to erode Local Government decision making powers and community input. WALGA's position is that Part 11B should be abolished, or, if it is retained, the cost threshold should be raised to \$50 million.

WALGA considers it is essential that the requirement for community benefits be mandated. There are several options that should be examined as potential mechanisms to mandate community benefit-sharing agreements, including (but not limited to) amendments to existing planning or energy legislation or new, standalone legislation.

There is also a lack of guidance regarding appropriate land uses in particular zones, specifically protecting rural land for agricultural purposes, instead stating that wind farms are generally compatible with agricultural land uses. WALGA's position is that regulatory amendments are required to create a model zone through the *Planning and Development (Local Planning Schemes) Regulations 2015* for land identified as high quality agricultural land (noting most of this land is located in the South West region) known as the 'Priority Agriculture'.

WALGA held two online information sessions on the Code alongside the Department of Planning, Lands and Heritage on 5 and 9 February 2026 for Local Government officers and Elected Members respectively.

WALGA will prepare a submission to the State on behalf of the sector to ensure the draft Code delivers positive outcomes for Member Local Governments, communities and industry.

WALGA strongly encourages consideration of the draft Code by Zones. Local Governments should make their own submissions on the draft Code by 10 April 2026 and provide feedback to WALGA to inform our submission on behalf of the sector by 27 February 2026. Council endorsed submissions are preferred.

WALGA's submission will be provided to State Council by flying agenda to meet the submission deadline.

Noted

8.7 REQUEST TO PRESENT

By Chantelle O'Brien, Zones Governance Officer

HC Construction Services Pty Ltd

WALGA was approached by HC Construction Services Pty Ltd requesting an opportunity to attend various Country Zone meetings to provide a deputation on how to navigate through the Disaster Recovery Funding Arrangement (DRFA).

HC Construction Services is a WA based company specialising in project management, consultancy and construction delivery. HC is a WALGA Preferred Supplier and has worked with several Local Governments to manage disaster relief funding claims. This includes by way of road condition video using their internally developed RF Vid Assist system.

The proposed presentation would include some tips, dos and don'ts, advice on pre disaster evidence requirements, and lessons learnt on three or four case studies where applicants have encountered problems. The presentation would also include information on how Local Governments can prepare a funding application, so they receive the maximum funding available in the event of a natural disaster.

Kolbany Yanginy – Local Government Reconciliation Resource

WALGA and Reconciliation WA are offering presentations to Zones on the new [Kolbang Yanginy website](#), a collaborative project between Reconciliation WA, WALGA, and State Agencies with support from Lotterywest.

The online platform is designed to support Local Governments across Western Australia to build strong relationships with Aboriginal and Torres Strait Islander Peoples. Focusing on key themes like reconciliation, partnerships and placemaking, Kolbang Yanginy provides advice, resources, case studies and an interactive map to build capability across Local Governments.

The website also provides information about legislative, regulatory and policy requirements with respect to Aboriginal heritage and native title, with links to further information from State Agencies.

RESOLUTION

Moved: Cr Shannon Wright

Seconded: Cr Brad Vitale

That the Peel Country Zone:

- 1. does not support a deputation from HC Construction Services Pty Ltd at a future meeting in 2026.**
- 2. does not support a deputation from Reconciliation WA/WALGA at a future meeting in 2026.**

CARRIED

8.8 LATE ITEM - WATER CORPORATION'S SWAN COASTAL PLAINS BRIDGES IN CRISIS

By the Shire of Waroona

BACKGROUND

Of 269 Water Corporation bridges on the Swan Coastal Plains nearly one in seven, or 14%, are either load limited or are about to be.

As re-routing solutions are sought for trucks, this is playing havoc with rural industry, leading to longer travel times, inability to access property, more fuel consumption and the hazards of having to navigate on roads of lower design capacity. This is a significant economic impost on rural industry across the mining, agriculture and renewable energy sectors.

This also places significant strain on local governments which are expected to support alternative routes to cope with heavy truck movements on roads not designed for this purpose. This will exacerbate deterioration of these local roads.

This problem is likely to become much worse, as the load limiting is due to the types of bridges that were constructed. There are 192 Inverted U Beam Water Corporation bridges, or 65% of all bridges between the Swan Coastal plains local governments. It is understood that Main Roads WA structural assessment and testing of these Inverted U Beam bridges has shown that they are subject to shear failure and don't meet current standards, meaning this problem is likely to expand quickly.

To add to this, the average age of the Water Corporation bridges is just over 50 years old, meaning many are approaching end of design life in any case. The load limiting that is now occurring indicates an unfolding asset crisis that is going to rapidly escalate.

The Bridges were built to past traffic volumes and standards. In the same way replacement of these bridges must meet current load standards, they must also meet the standards of today in terms of width to cater for current and future traffic demands. Like for like replacement is dangerous where traffic types and volumes have increased.

Water Corporation Responsibilities

The Water Corporation has a significant asset base to look after. In the 2025 Annual Report the Water Corporation CEO Pat Donovan stated in his CEO's report –

*At Water Corporation, our vision is focussed on shaping a thriving future, and this year has reinforced the importance of adaptability and forward-thinking in managing one of the largest water, wastewater, **drainage** and bulk irrigation networks in the world.¹*

It is noted that the Water Corporation bridges are an asset subset not identified in the Annual Report.

1

[https://www.parliament.wa.gov.au/publications/tables/papers.nsf/displaypaper/4210608ace2ef8b9fedb75aa48258d23001bcba1/\\$file/60163748.pdf](https://www.parliament.wa.gov.au/publications/tables/papers.nsf/displaypaper/4210608ace2ef8b9fedb75aa48258d23001bcba1/$file/60163748.pdf), accessed 13/02/2026, pg. 29.

With the state of the bridges now impacting the economy and in end of life status, there is a need to address this through a thorough assessment of the issue to develop a cost to replace the bridges and rectify the present disruption.

Funding Issues

Payments from Government to country water, sewerage and drainage operations were projected at \$475 million for 2024/45, while only \$397 million was actually paid, as shortfall of \$79 million which would have made a difference were those funds spent on bridge replacements.

With the 2025/26 budget promising \$545.6 million for this purpose², we urgently seek these funds be applied to these bridges where there are funds unspent.

It is likely that significant further funds may be required to address this matter and request the State Government support for this.

Licence Obligations

There are no requirements under the Water Corporation's Water Services Licence with respect to the operating standards, serviceability or maintenance of its bridges.³ This licence issued by the Economic Regulatory Authority.

Bridge Limit Loads

Between the following local government districts, The Water Corporation owns 269 bridges, many of which are on local roads, as shown below –

Local Government	No. of Water Corporation Bridges	Presently Load Limited	Soon to be Load Limited
Waroona	36	5	2
Serpentine-Jarrahdale	34	5	
Rockingham	9	0	
Murray	31	4	
Harvey	92	7	6
Dardanup	16	1	
Capel	20	2	2
Busselton	26	0	3
Armadale	5	0	
Total	269	24	13
TOTAL		37	

Of these bridges 24 have been load limited and it is understood that another 13 are due to be load limited. This represents one in seven bridge, or 14% of Water Corporation bridges under load limiting.

Existing Water Corporation Bridges Under Load Limits				
Structure Number	Road Name	Local Government	Gross Limit	Load
5111	Bell Rd	Capel	15	

² <https://www.ourstatebudget.wa.gov.au/2025-26/budget-papers/bp3/2025-26-wa-state-budget-bp3.pdf>, accessed 13/02/2026, pg. 321.

³ <https://www.erawa.com.au/sites/default/files/21848/Water-Services-Licence-32-Version-17-31-March-2021---WL032---Water-Corporation.pdf>, accessed 13/02/2026

3498A	Clarke Rd	Capel	13
5354	Blawearry Cl	Dardanup	10
3726	Riverdale Rd	Harvey	11
3727	Riverdale Rd	Harvey	11
5205	Eighth St	Harvey	11
3781A	Crampton Rd	Harvey	15
3809A	Rodgers Rd	Harvey	15
3813A	Jackson Rd	Harvey	16
3814A	Jackson Rd	Harvey	11
3539	Fishermans Rd	Murray	10
4004	Mayfield Rd	Murray	12
3573	Thompson Rd	Murray	15
3540	Fishermans Rd	Murray	10
		Serpentine	-
4552	Unknown Rd	Jarrahdale	12
		Serpentine	-
4376A	Hopeland Rd	Jarrahdale	15
		Serpentine	-
4387A	Utley Rd	Jarrahdale	15
		Serpentine	-
4433A	Orton Rd	Jarrahdale	16
		Serpentine	-
1402	Kingsbury Dr	Jarrahdale	18
5190	Trotter Rd	Waroona	10
4010	Dorsett Rd	Waroona	11
4824	Williamson Rd	Waroona	11
5188	Somers Rd	Waroona	20
4011A	Old Bunbury Rd Svc Rd (East)	Waroona	15
	TOTAL	24	bridges

Water Corporation Bridges Soon To Be Load Limited

MRWA No.	Bridge Road Name	LGA
3460A	Ruabon Rd	Busselton
3427	Chapman Hill Rd	Busselton
3419A	Acton Park Rd	Busselton
3491	Gavins Rd	Capel
3492	Gavins Rd	Capel
3838A	Bernies Rd	Harvey
3740A	Eckersley Rd	Harvey
3763A	River Rd	Harvey
3822	Swamp Rd	Harvey
3760A	Brockman Rd	Harvey
3780A	Wilson Rd	Harvey
4006	Somers Rd	Waroona
5313	McNeill Rd	Waroona

TOTAL	13	bridges
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It is understood (from discussion with Shire Engineers) that a number of additional bridges are to be closed to vehicular traffic, however, the exact number of these closures is unknown.

RESOLUTION

Moved: President Cr Mike Walmsley

Seconded: President Cr Doug McLarty

That the Peel Country Zone request WALGA to lobby for the State to:

1. **Urgently assess the state of Water Corporation bridges on the Swan Coastal Plains and implementation of a rapid replacement program.**
2. **Investigate solutions to keep load limits to a minimum and consider other timely and economical solutions to spanning the drains.**
3. **Ensure replacement to current fit for purpose standards, not like for like.**
4. **Recognise rural bridges in the Water Corporation's annual report and replacement program reporting.**
5. **Provide State Government funding support to address this hidden economic handbrake and dangerous state of Water Corporation bridge assets.**
6. **Include bridge standards and requirements in future Water Corporation Services Licence.**
7. **Refer the matter to the Office of Auditor General for a performance audit.**

CARRIED

9 WALGA STATE COUNCIL AGENDA

Zone Delegates are invited to read and consider the WALGA State Council Agenda which can be found via the link [here](#).

The Zone can provide comment or submit an alternative recommendation on any of the items, including the items for noting. The Zone comment will then be presented to the State Council for consideration at their meeting.

The State Council Agenda items requiring a decision of State Council are extracted for Zone consideration below.

9.1 AVIATION ADVOCACY POSITIONS

By Negar Nili, Policy Officer Transport and Roads

EXECUTIVE SUMMARY

- Two new Advocacy Positions are proposed to strengthen WALGA's aviation advocacy framework and to inform WALGA's response to future inquiries and/or consultation relating to aviation.
- The aim of the new positions is to provide clearer and more contemporary guidance on:
 - the sustainability and ongoing viability of Local Government-owned regional airports; and

- the affordability, reliability and accessibility of regional and remote air services for Western Australian communities.
- The proposed positions will assist WALGA to advocate more effectively on behalf of its Members by:
 - clearly articulating the essential service role of aviation in regional, rural and remote Western Australia;
 - strengthening WALGA's capacity to engage with State and Commonwealth governments on aviation policy and funding; and
 - supporting Local Governments facing regulatory, financial and service-delivery challenges associated with regional aviation.
- The development of the proposed Advocacy Positions has been informed by engagement with a sample of Local Governments, which highlighted shared concerns regarding high regional airfares, service reliability, capacity constraints and the role of aviation in supporting health access, emergency response and regional economic development.
- WALGA currently has two existing aviation Advocacy Positions; however, feedback from Local Governments clarified that the inclusion of additional, targeted policy positions is essential to better reflect contemporary challenges and to strengthen support for Councils.
- The proposed positions build on existing WALGA policy and provide a stronger basis for:
 - sector advocacy;
 - engagement with State Council and Zones to seek feedback; and
 - informing WALGA's potential submission to the Productivity Commission Inquiry into Regional Airfares.

POLICY IMPLICATIONS

The current [WALGA Advocacy Positions](#) relating to Aviation are positions 5.9 Aviation and 5.9.1 Airfare Pricing in Regional Western Australia. The proposed new positions would be in addition to these existing positions.

5.9 Aviation

Position Statement *The Local Government sector supports the Department of Transport's State Aviation Strategy 2020, with more focus required on non-RPT airports to ensure it is representative of all of WA, more focus on general aviation development across WA and noting that the preferred ownership and governance of Local Governments is Council Controlled Organisations. The Local Government sector advocates for a clear position on the economic benefit of airports in regional areas to be included in the future state wide Airports State Planning Policy.*

5.9.1. Airfare Pricing in Regional Western Australia

Position Statement *The Local Government sector supports:*

1. *An evidence-based assessment commissioned by the State Government to determine the degree to which market structure and other factors influence the cost of providing air services on each route, the pricing structure offered and the actual prices paid.*
2. *The State Government providing oversight of airfares ensuring transparency, encouraging partnerships between*

Local Governments and airline carriers to grow the market and the provision of subsidies in some situations.

BACKGROUND

Aviation plays a critical role in Western Australia, particularly for regional, rural, and remote communities, by providing essential connectivity for access to healthcare, education, employment, and social engagement. Reliable and affordable air services are also vital to regional economic development, workforce mobility, and community resilience, especially where alternative transport options are limited.

WALGA's advocacy on aviation is underpinned by its existing policy framework, which emphasises the need for safe, reliable, and cost-effective air services across regional and remote Western Australia. These policies highlight the critical role of aviation in enabling regional connectivity, supporting service delivery, and contributing to economic development, while recognising the operational and regulatory responsibilities faced by Local Government–managed airports.

WALGA has also contributed to State-level policy development including the State Aviation Strategy 2020. This strategy supports key initiatives including regulating certain routes to support a sustainable service, the Regional Airfare Zone Cap, Regional Airports Development Scheme and regulation of closed charters in some situations. It is anticipated that the Department of Transport and Major Infrastructure will review and refresh the State Aviation Strategy in 2026-27.

At the national level, WALGA engaged in consultation processes leading to the Green and White Papers on Regional Transport and Aviation, representing Local Government perspectives and regional needs.

Two recently initiated inquiries — the Productivity Commission Inquiry into the determinants of regional airfares and the Senate (Rural and Regional Affairs and Transport References Committee) Inquiry into the State of Australia's Aviation Sector and its ability to deliver reliable and affordable services to rural, regional and remote communities — provide important opportunities to review and improve policies supporting regional aviation. Both inquiries have overlapping focus areas, including affordability, government intervention, and impacts on regional communities.

To inform its responses to both inquiries, WALGA has engaged with a sample of Local Governments to understand their experiences, challenges, and priorities for regional air services. This engagement has clarified the needs of Local Governments and communities, forming the basis for developing two proposed new Advocacy Positions to support Members and advocate for improved connectivity, affordability, and service sustainability across regional Western Australia.

NEW ADVOCACY POSITIONS

Regional Airports

Position Statement *WALGA supports the sustainable operation of Local Government owned regional airports and advocates for proportionate regulatory frameworks, targeted funding, and operational guidance to ensure safe, efficient, and resilient airport infrastructure and services.*

Background Regional airports are vital for connectivity, economic development, tourism, health access, and emergency response in Western Australia. Local Governments operating regional airports face increasing regulatory and operational pressures, including aviation security requirements, compliance obligations, ageing infrastructure, and limited staffing capacity. Many Council-owned airports cover day-to-day operating costs but lack sufficient capital to fund major infrastructure renewal or security upgrades. Airports that support both community access and FIFO activity can face additional funding constraints despite their ongoing role in servicing regional communities. These challenges highlight the need for regulatory settings and funding arrangements that reflect airport scale, risk profile, and regional operating conditions.

Regional and Remote Air Services

Position Statement *WALGA advocates for reliable, affordable, and equitable regional air services, calling for greater oversight of airline pricing practices, including transparent fare structures and equitable access to discounted and lower-cost fares, to mitigate the impacts of limited competition and dynamic pricing on regional residents, businesses, and essential travel. WALGA also promotes the continued viability of essential routes and recognises regional aviation as an essential service supporting community access, workforce mobility, and regional economic development.*

Background Regional communities rely on air services for essential travel, including access to health care, employment, education, and family connections, particularly where alternative transport options are limited. High airfares, limited availability of lower-cost seats, and opaque pricing structures reduce affordability for residents and businesses, even in markets with more than one airline. Regional air services are also vulnerable to sudden service reductions or route withdrawals, which can isolate communities and disrupt economic and social activity. These challenges underscore the importance of policy settings that support affordability, service continuity, and equitable access.

COMMENT

Engagement with a sample of Local Governments operating airports with Regular Passenger Transport (RPT) services highlighted operational, financial, and service delivery issues affecting both Council-owned airports and regional air services.

Key matters raised by Councils include:

- Airline pricing and equitable access: Complex, opaque, and highly variable fare structures; limited availability of lower-cost seats; competition does not always deliver affordable or equitable outcomes.
- Aviation security requirements: Standards designed for larger airports impose significant operational and financial burdens, with outdated equipment, regulatory ambiguities, and high upgrade costs creating compliance challenges.

- Funding and resource constraints: Many Councils operate airports with limited staff and capital; while day-to-day operating costs may be covered, major infrastructure renewal or expansion and security upgrades are often unfunded.
- Service continuity and reliability: Regional air services are fragile, with sudden route reductions or withdrawals impacting essential travel, community connectivity, and local economies.
- Coordination across governments and industry: Fragmented policy, regulatory, and funding arrangements limit Local Governments' ability to respond quickly to changes, highlighting the need for improved collaboration.
- Regional aviation as an essential service: Airports and air services underpin health access, emergency response, tourism, economic development, and social cohesion, demonstrating their broader value beyond transport alone.

Based on these issues and priorities identified through Local Government engagement, WALGA has developed the two proposed Advocacy Positions above on aviation – one focusing on regional airports and the other on regional and remote air services – to address the challenges of affordability, accessibility, operational sustainability, and service continuity for regional communities.

WALGA RECOMMENDATION

That State Council endorse two new Advocacy Positions on Aviation as follows:

1. Regional Airports
WALGA supports the sustainable operation of Local Government owned regional airports and advocates for proportionate regulatory frameworks, targeted funding, and operational guidance to ensure safe, efficient, and resilient airport infrastructure and services.
2. Regional and Remote Air Services
WALGA advocates for reliable, affordable, and equitable regional air services, calling for greater oversight of airline pricing practices, including transparent fare structures and equitable access to discounted and lower-cost fares, to mitigate the impacts of limited competition and dynamic pricing on regional residents, businesses, and essential travel. WALGA also promotes the continued viability of essential routes and recognises regional aviation as an essential service supporting community access, workforce mobility, and regional economic development.

RESOLUTION

Moved: Cr Ange Rogers
Seconded: Mayor Amber Kearns

That the Peel Country Zone supports the WALGA recommendation for State Council Agenda item 9.1 as contained in the State Council Agenda and as provided above.

CARRIED

9.2 OTHER STATE COUNCIL AGENDA ITEMS

Zone Delegates are invited to raise for discussion, questions or decision any of the items in the State Council Agenda, including the items for noting, Policy Team and Committee Reports or the Key Activity Reports.

10 EXECUTIVE REPORTS

10.1 WALGA PRESIDENT'S REPORT

WALGA Deputy President, Cr Paul Kelly presented the President's Report. The report was enclosed as an attachment within the Agenda.

Noted

10.2 STATE COUNCILLOR'S REPORT TO THE ZONE

Peel Country Zone State Councillor, President Cr Michael Walmsley, provided an update on the activities of State Council since the last Zone meeting.

Noted

11 OTHER BUSINESS

11.1 WALGA DEPUTY PRESIDENT ACKNOWLEDGEMENT

The Zone extends their appreciation and thanks to Cr Paul Kelly for his contribution to WALGA as Deputy President for the past four years as his term draws to a close.

12 NEXT MEETING

The next meeting of the Peel Country Zone will be held on Thursday, 23 April 2026 via Teams, commencing at 1:00pm.

13 CLOSURE

There being no further business the Chair declared the meeting closed at 2:22pm.



**ALCOA WAROONA SUSTAINABILITY FUND
ADVISORY COMMITTEE**

MINUTES

**FRIDAY 6 MARCH 2026 2:00PM – 3:00PM
AT THE SHIRE OF WAROONA COUNCIL CHAMBERS**

1. MEETING OPEN

In the absence of the Chair, the Committee called for nominations for a Councillor to preside over the meeting.

COMMITTEE RESOLUTION

Moved: Tom Busher

Seconded: Vic Muller

That Cr Vitale be appointed to act as Chair for the meeting.

CARRIED 4/0

The meeting was declared open at 2:02pm.

2. RECORD OF ATTENDANCE

Committee (voting):

Vic Muller	Community Representative
Cr Brad Vitale	Shire of Waroona Councillor
Tom Busher	Manager Community Relations, Alcoa of Australia
Scott Hansen	Community Relations and Communications, Willowdale Bauxite Mine, Alcoa of Australia

Shire of Waroona staff (non-voting)

Patrick Cole	Manager Community Development, Shire of Waroona
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3. APOLOGIES

Cr Karlie Bartle	Shire of Waroona Councillor
Linda Butterly	Community Representative
Mark Goodlet	Chief Executive Officer, Shire of Waroona

4. DECLARATIONS OF INTEREST

Nil.



5. CONFIRMATION OF PREVIOUS MINUTES

COMMITTEE RESOLUTION:

Moved: Tom Busher

Seconded: Scott Hansen

That the minutes of the Advisory Committee meeting held on 3 December 2025 be confirmed as being a true and correct record of proceedings.

CARRIED 4/0

6. FINANCIAL REPORT

COMMITTEE RESOLUTION

Moved: Vic Muller

Seconded: Tom Busher

That the Financial Report be received.

CARRIED 4/0

7. REPORTS

7.1 Alcoa Waroona Micro Grant (2026 Round)	
File Ref:	GS.5
Previous Items:	Nil
Applicant:	Local Not-for Profit Community Organisations
Author and Title:	Patrick Cole Manager Community and Economic Development
Declaration of Interest:	Nil
Voting Requirements:	Simple Majority
Appendix Number	7.1

COMMITTEE RESOLUTION:

Moved: Tom Busher

Seconded: Scott Hansen

That standing orders be suspended for the purpose of frank and open discussion.

CARRIED 4/0

**COMMITTEE RESOLUTION:**

Moved: Tom Busher

Seconded: Vic Muller

That the Alcoa Waroona Sustainability Fund Advisory Committee:

1. supports a contribution of \$2,000.00 to INKA Respite for the Nursery Development project;
2. supports a contribution of \$1,998.26 to Waroona Playgroup Inc for the Growing Our Future Community Day project;
3. supports a contribution of \$2,000.00 to the Waroona Junior Football Club for the establishment of Junior Girls AFL teams;
4. supports a contribution of \$2,000.00 to the Preston Beach Golf Club for the Annual Spring Fete;
5. supports a contribution of \$2,000.00 to the Peel Archery Club for the Beginners' Programme Equipment Expansion project; and
6. supports a contribution of \$2,000.00 to the Waroona Poultry Club Inc for the Cage Enhancement – Part 2 project.

CARRIED 4/0

COMMITTEE RESOLUTION:

Moved: Tom Busher

Seconded: Scott Hansen

That standing orders be resumed.

CARRIED 4/0

8. OTHER BUSINESS**Multi-Year Support for Recurring Events**

The Committee discussed the possibility of allocating a portion of the Micro Grant funding pool to support certain established community events through multi-year funding commitments. It was agreed that Patrick Cole will prepare a list of potential events that may be suitable for this approach and present it to the Committee for consideration at the next meeting.

Future of the Alcoa Waroona Sustainability Fund

Tom Busher advised that discussions have commenced between Alcoa and the Shire of Waroona regarding the next agreement governing the Alcoa Waroona Sustainability Fund, noting that the current agreement concludes in 2028. The Committee noted the update.



9. NEXT MEETING

The next meeting date is currently TBA.

10. CLOSURE

There being no further business, the Chair declared the meeting closed at 2:39pm.

DRAFT



SHIRE OF
WAROONA
SEA TO SCARP

**PRESTON
BEACH
MANAGEMENT
PLAN**

February 2026

TOWARDS
2034

Document No: EL001



About this document

The Preston Beach Management Plan is a place-based, non-statutory framework prepared by the Shire of Waroona to guide the coordinated management, use and future planning of Preston Beach.

The Plan responds to increasing visitor pressure, environmental sensitivity and infrastructure demands, while recognising Preston Beach as both a valued coastal community and a popular destination. It brings together previous studies, technical assessments and community engagement into a single, integrated approach to managing public land, visitor behaviour, environmental protection, tourism activity and townsite amenity.

This document does not replace statutory planning instruments or State policies. Instead, it provides local guidance to inform decision-making, prioritise actions and support sustainable, well-managed outcomes that protect the character and values of Preston Beach over time.

Disclaimer

This report references a number of technical studies and background reports that were prepared as part of earlier planning and investigation processes relating to Preston Beach. These documents were commissioned either by the Preston Beach Joint Venture (which included the Shire of Waroona) or directly by the Shire of Waroona and were prepared by the respective authors identified in the references section of this report.

These documents have been referenced to inform the preparation of this report and to provide background technical context relating to the environmental, planning, infrastructure and economic characteristics of the Preston Beach area. The referenced reports remain the intellectual property of their respective authors and organisations.

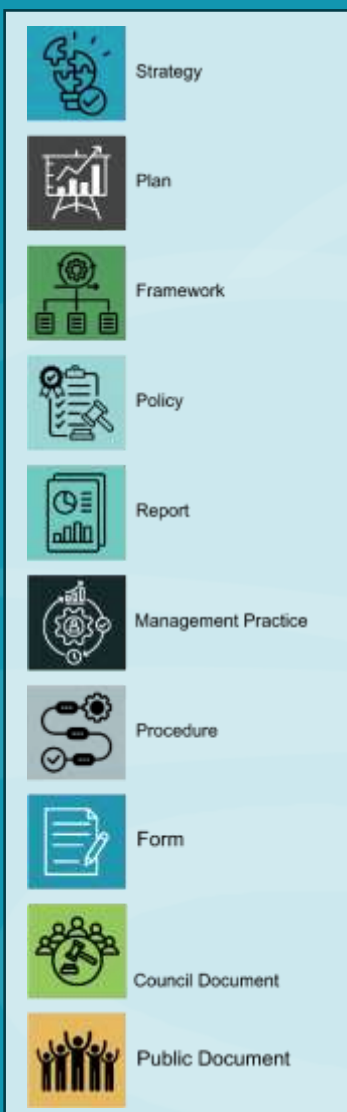
Where applicable, the original notices contained within those reports state that the documents may only be used for the purposes for which they were commissioned and in accordance with the Terms of Engagement under which they were prepared. Any use of these documents within this report has been undertaken solely for the purpose of informing strategic planning considerations relating to Preston Beach and acknowledging the technical work previously undertaken.

No part of those reports has been reproduced in full within this document. Users of this report should refer to the original reports for detailed technical analysis, assumptions and methodologies. The Shire of Waroona accepts no responsibility for the interpretation or use of those documents outside the context for which they were originally prepared.

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Document Control

Doc No.	Date Reviewed	Details	Author	File No.
EL001	Jan 2026	Plan creation.	DCDS	

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Executive Summary

The Preston Beach Management Plan provides an integrated framework to guide the future management, use and stewardship of Preston Beach. It responds to increasing pressures associated with visitation, infrastructure capacity, environmental protection and community expectations, while recognising Preston Beach as both a valued residential community and a highly accessible coastal destination within the Shire of Waroona.

Preston Beach has a long and distinctive history, evolving from an informal fishing and camping destination into a valued holiday settlement for local families, and more recently, a permanent and semi-permanent coastal community. Its identity is shaped by strong social connections, a culture of volunteering and stewardship, and a deep attachment to the surrounding coastal and wetland environment, including Lake Preston and Yalgorup National Park. These qualities underpin the community's consistent desire to retain Preston Beach's low-key, unpretentious character while managing change responsibly.

The Management Plan has been developed through a comprehensive, evidence-based methodology that consolidates a substantial body of previous studies, technical assessments and community engagement into a single, cohesive document. Rather than addressing individual issues in isolation, the Plan integrates foreshore management, visitor behaviour, environmental protection and tourism considerations and townsite planning to provide long-term clarity and coordination.

Extensive community engagement undertaken between 2021 and 2024 has consistently highlighted several priority issues, unmanaged visitor behaviour, vehicle and pedestrian safety, pressure on ageing foreshore amenities, protection of dune systems, and concern about change that could erode Preston Beach's character. At the same time, there is strong community support for improved management, clearer rules, better infrastructure where needed, and tourism that is modest, well-located and aligned with local values.

The Plan establishes a clear vision for Preston Beach as a distinctive, low-key coastal community defined by its natural setting, relaxed lifestyle and strong sense of stewardship. It seeks to maintain safe and equitable access to the coast, protect environmental values, support appropriate recreation and tourism, and ensure the town remains resilient, accessible and valued into the future.

The strategic framework of the Plan is built around six guiding principles and five interconnected themes:

1. Visitor Management and Safety
2. Environmental and Coastal Values
3. Sustainable Tourism and Accommodation
4. Townsite Development and Land Use
5. Governance, Partnerships and Stewardship

Together, these themes guide a practical Action Plan that prioritises staged, achievable initiatives, supported by partnerships and external funding where required.

The Preston Beach Management Plan is intended to function as a living document. Its implementation will be monitored and reviewed over time to ensure it remains responsive to changing conditions, emerging risks and community expectations. Through clear governance, strong partnerships and shared stewardship, the Plan provides a coordinated pathway to protect what makes Preston Beach unique while managing its future sustainably and responsibly.

CHAPTER 1 – History and Background

1.1 History & Cultural Significance

Preston Beach has long been woven into the coastal identity of Waroona, evolving from its early use as a fishing location into a cherished holiday settlement for generations of local families, and more recently into a permanent and semi-permanent coastal home for many long-term visitors and beachgoers. The wider coastal landscape, encompassing Lake Preston and the Yalgorup wetlands, is recognised for its cultural significance to Noongar people and provides an essential regional framework for contemporary planning and environmental management. Historical information in this section is informed by documented sources, including *Drakesbrook Days and Waroona Years* (2016) by Laurie Snell, supplemented by local historical knowledge.

In the early 1950s, Preston Beach became well known for its abundant herring runs and informal recreational fishing. Stories of successful fishing trips quickly circulated through the Waroona community, leading to increased visitation and the establishment of Preston Beach as a popular weekend and holiday camping destination.

In 1955, a group of Waroona residents, the majority of whom were long-term residents of the district, formed the Preston Beach Syndicate, establishing a cooperative landholding model that

laid the foundations for the modern settlement. The syndicate acquired coastal land and allocated the first residential lots by ballot in 1957. By the late 1950s, responsibility for the area had transitioned to the Drakesbrook Road Board (later the Shire of Waroona), marking an important step in formalising the settlement.

Access to Preston Beach in the early years was challenging, with vehicles required to cross Lake Preston until a permanent causeway was constructed in 1956. The causeway significantly improved access and connectivity and remains an important piece of local infrastructure. Early development was modest, with limited housing, basic services, and gradual improvements to water supply, roads, communications and transport links over subsequent decades.

In the 1970s, Preston Beach experienced further growth, including subdivisions, road upgrades and the establishment of a caravan park, which became a central social hub for residents and visitors. Additional recreational facilities, including a golf course and tennis court, reinforced Preston Beach's role as a family-oriented holiday destination. Although the caravan park later closed and the site was redeveloped, it remains a strong part of the community's collective memory. For many years, Preston Beach functioned primarily as a seasonal retreat, characterised by informal

recreation, strong social connections and a relaxed coastal lifestyle. These traditions have shaped the area's identity and continue to influence how the community values and uses the beach today.

Preston Beach retains much of the low-key coastal character that has defined it for generations. Protecting this sense of place, while planning for sustainable and well-managed use into the future, remains a key priority for the Shire of Waroona and underpins the objectives of the Preston Beach Management Plan.

Photo: Waroona Historical Society, Beach Fishing



1.2 Community Identity and Sense of Place

Preston Beach has a distinctive community identity shaped by its origins as a simple coastal holiday settlement and its enduring reputation for relaxed, family-centred recreation. While its early history continues to influence how people remember and value the place, today Preston Beach’s sense of community is defined by a blend of long-term residents with deep family connections to the area, retirees seeking a quieter coastal lifestyle, and newer residents attracted by the town’s natural setting and strong social cohesion.



Photo: Josh Cowling, Preston Beach Movie Under the Stars

Despite its small size, Preston Beach has a highly engaged and connected community. Local groups such as the Preston Beach Volunteer Rangers, Progress Association, Fire Brigade, and the

Community Garden play central roles in fostering connection, caring for the environment, and maintaining local amenities. These groups not only support practical outcomes, such as environmental management and emergency response, but also reinforce a strong culture of volunteering, shared responsibility, and neighbourly support that has long been part of Preston Beach’s character.

The town’s identity is closely linked to its coastal setting and traditional activities, including beach access, recreational fishing, four-wheel driving, and informal outdoor living. Many families who have visited Preston Beach for generations continue to return, maintaining strong emotional ties to the place. At the same time, new residents are drawn by the slower pace of life, the absence of urban pressures, and the opportunity to live close to the coast and surrounding natural areas. Social interactions remain informal and familiar, with everyday encounters at the beach, along walking routes, or through volunteering and community events reinforcing a strong sense of belonging.

A consistent theme expressed by the community is the desire to retain Preston Beach’s low-key, unpretentious and locally focused character. Residents value the town’s lack of large-scale commercialisation, its open coastal spaces, and its strong emphasis on community participation and environmental care. There is a shared expectation

that future change should be carefully managed to enhance amenity and safety without eroding the qualities that make Preston Beach feel distinct from larger or more intensively developed coastal towns.



Photo: Josh Cowling, Preston Beach Sun and Surf

This enduring culture of connection, stewardship and relaxed coastal living creates a powerful sense of place that residents value deeply. Retaining this essence is fundamental to future planning and management. As Preston Beach continues to evolve and attract visitors and new residents, maintaining its community spirit, lifestyle values and tradition of shared care will be essential to ensuring the town remains not just a destination, but a place people continue to feel proud to call home.

1.3 Coastal setting

The Shire of Waroona’s coastline is a relatively short but highly significant stretch of coast, extending approximately 15 kilometres between the City of Mandurah and the Shire of Harvey. Much of the coastline is undeveloped and managed as Shire reserves or as part of Yalgorup National Park. Regional land management planning for Yalgorup National Park recognises this coastal environment as part of a broader interconnected system of dunes, wetlands and recreational coastline, reinforcing the importance of coordinated and compatible coastal management across land tenure boundaries.

Preston Beach sits within a broader regional coastal setting, with beach access also occurring via White Hills within the City of Mandurah to the north and Myalup within the Shire of Harvey to the south. These alternative access points influence how visitors move along and access the coastline and are an important consideration for visitor management and beach safety.

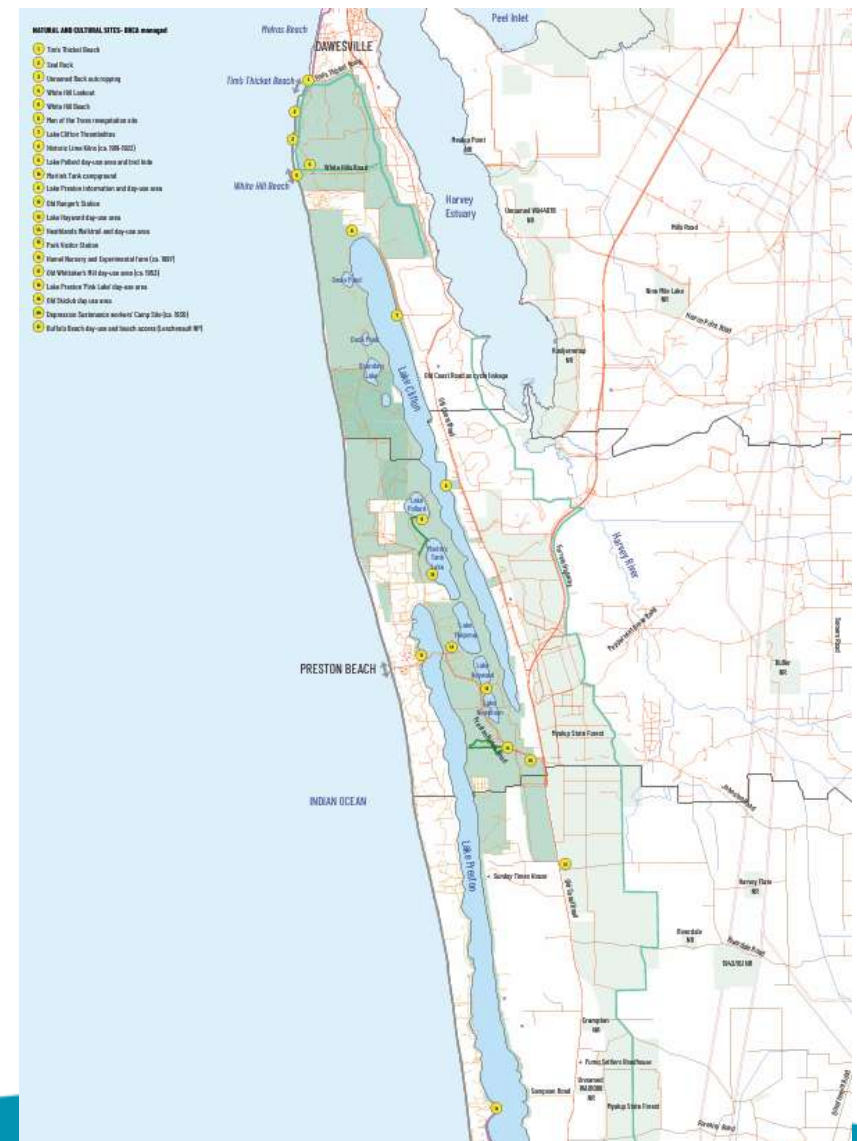
The area experiences a Mediterranean climate and is characterised by the Spearwood and Quindalup dune systems, which form broad sand barriers linked to the wider Coastal Lakes and Yalgorup wetland system inland. Offshore limestone reefs and shallow sandbanks provide partial protection from wave energy, while the beach itself is long, sandy and dynamic, widening in summer and narrowing in winter.

Wind and wave conditions are driven by regional weather systems, with winter storm events capable of causing short-term erosion. Studies undertaken for the Preston Beach Foreshore Management Plan indicate the shoreline has remained relatively stable over recent decades, with the existing foredune system, generally cresting at around 5 metres AHD, providing an effective buffer.

Within the 10-year planning horizon, the risk of widespread erosion or inundation affecting major assets is considered low, although localised impacts may occur at vulnerable locations such as vehicle beach access tracks.

Preston Beach forms part of a broader coastal sediment cell, requiring management decisions to consider the wider dune–beach system. Together, these characteristics underpin Preston Beach’s appeal as a natural coastal destination and reinforce the importance of protecting dune function, infrastructure and coastal values.

Map: Recreational Master Plan for Yalgorup National Park and Coastal Areas (2020)



CHAPTER 2 – Introduction to the Plan and Vision

2.1 Purpose of the Plan

The Preston Beach Management Plan has been prepared to provide a clear, shared direction for the future management of Preston Beach. The Plan responds to ongoing and emerging pressures associated with visitation, environmental protection, coastal processes, infrastructure capacity and community expectations, while recognising Preston Beach as both a valued residential community and a significant coastal destination.

The purpose of the plan is to support a coordinated approach to public land management, visitor use, environmental stewardship, tourism activation and townsite amenity, ensuring that actions taken over time are consistent, transparent and aligned with community values. It provides a long-term framework to manage change carefully and sustainably, protecting the character and environmental qualities that define Preston Beach while supporting appropriate use and enjoyment by residents and visitors.

2.2 Vision for Preston Beach

Preston Beach will continue to be a distinctive, low-key coastal community defined by its natural setting, relaxed lifestyle and strong sense of stewardship. It will remain a place where residents and visitors can enjoy safe and equitable access to the coast, experience a deep connection to the natural environment, and share in a respectful coastal culture shaped by generations of use, care and community involvement.

The vision for Preston Beach is one of careful balance, protecting sensitive coastal and environmental values while supporting appropriate recreation, modest tourism and a strong community life. Change will be managed deliberately and sustainably, in a way that reinforces local identity, enhances amenity and accessibility, and supports long-term resilience. Preston Beach will continue to be valued as both a place to live and a place to visit, retaining the qualities that make it unique while adapting responsibly to future needs.



Photo: Josh Cowling, Beach Sundowner

CHAPTER 3 – Methodology

3.1 Review of Existing Studies and Plans

The Preston Beach Management Plan has been developed through a structured and evidence-based methodology that emphasises integration, consistency and long-term clarity. Rather than preparing multiple standalone strategies for individual issues, the Shire of Waroona has taken a deliberate approach to consolidate existing work into a single, comprehensive management framework for Preston Beach.

As part of this process, the Shire initially investigated the preparation of a draft Preston Beach Visitor Management Strategy to respond to increasing visitation pressures and community concerns. However, through review and analysis it became clear that visitor management issues at Preston Beach are closely interrelated with broader matters such as foreshore management, environmental protection, tourism development, townsite planning and infrastructure capacity. Addressing visitor management in isolation was therefore unlikely to achieve effective or enduring outcomes.

Accordingly, the Shire determined that visitor management should be considered holistically and

embedded within a broader Management Plan, informed by the full suite of existing studies, technical assessments and community engagement outcomes relevant to Preston Beach.

The development of this Plan has been informed by a comprehensive review of existing local studies, strategic documents and technical reports relating to the townsite, foreshore and visitor experience. These documents provide the foundation for understanding existing conditions, historical planning intent, community priorities and long-term opportunities and constraints. Each has contributed important context, data and direction that have shaped the structure, themes and strategic focus of the Preston Beach Management Plan.

Photo: Preston Beach Volunteers, Craig Duncan - Harvey Waroona Reporter



Plans and strategies consolidated through this process include, but are not limited to:

- the Draft Preston Beach Townsite Strategy;
- the Preston Beach Caravan Park Study;
- the Preston Beach Foreshore Management Plan;
- the Shire of Waroona Destination Management Strategy and Destination Management Action Plan;
- elements of the draft Preston Beach Visitor Management Strategy; and
- the Shire of Waroona's Strategic Community Plan, Corporate Business Plan and associated informing strategies.

Where relevant, actions and recommendations from these earlier plans have been reviewed, refined and carried forward into this Management Plan to ensure continuity, avoid duplication and provide a clear, unified direction for implementation. This approach ensures that the Preston Beach Management Plan functions as the single, overarching document guiding future planning, management and investment decisions for Preston Beach.

3.1.1 Draft Preston Beach Townsite Strategy

The draft Preston Beach Townsite Strategy represents a significant and long-running strategic planning effort undertaken to explore the potential for the orderly and coordinated expansion of residential areas at Preston Beach. The draft strategy was not supported or adopted by the Western Australian Planning Commission (WAPC) and is no longer being pursued. Notwithstanding this outcome, the work undertaken as part of the Townsite Strategy process provides important historical, strategic and policy context that assists in understanding past planning directions, constraints and considerations relevant to Preston Beach.

Origins and strategic intent

Land to the north and south of the existing Preston Beach townsite was first identified for possible urban expansion in the Coastal and Lakelands Planning Strategy (1999) and subsequently in the Shire of Waroona Local Planning Strategy (2009). The Local Planning Strategy, endorsed by the WAPC in August 2009, identified these areas as “areas subject to Preston Beach Townsite Strategy”, signalling that any future consideration of urban expansion would require a coordinated, district-level planning approach prior to rezoning under the Peel Region Scheme or the Shire’s local planning scheme. While these designations reflected strategic thinking at the time, subsequent

State-level planning decisions have determined that urban expansion beyond the existing townsite is not supported.

In March 2006, the Shire of Waroona resolved to support preparation of a Preston Beach Townsite Strategy by way of a district structure plan. A formal project brief was approved in July 2006 to establish the objectives, scope and process for preparation of the Strategy, including the formation of a Steering Committee supported by a Technical Advisory Group. At that time, most of the private land within the Townsite Strategy area was held by two principal landowners, and significant progress was made between 2006 and 2009 toward preparation of draft strategic planning material.

Revised project brief and recommencement of the strategy

In early 2010, ownership of much of the land north and south of the existing townsite transferred to Preston Beach Development Joint Venture Pty Ltd (PBJV). While the original principal landowner remained involved, a new joint venture structure was established. In late 2010 and early 2011, PBJV engaged new lead consultants, retained selected existing consultants, and undertook a comprehensive review of earlier technical work. This process included continued investigations and the development of a refreshed approach to townsite design and sustainability.

Map: Preston Beach Townsite Strategy Draft Map (2013)



As a result, a revised project brief (June 2011) was prepared, replacing the 2006 version, reaffirming Council's commitment to the Townsite Strategy process and clarifying its purpose as a broad land use framework.

Progression of the Townsite Strategy remained subject to consistency with State planning policy and regional environmental constraints and did not imply State endorsement of urban expansion outcomes.

Scope, process and key matters

The Townsite Strategy area encompassed the existing Preston Beach townsite and surrounding land between the Indian Ocean and Yalgorup National Park, including portions of Lake Preston, covering approximately 2,364 hectares of land. Within this broader study area, a District Structure Plan area of approximately 1,092 hectares was identified to investigate potential development opportunities while protecting significant conservation lands and coastal reserves.

Preparation of the Strategy involved a substantial program of technical investigations, including environmental assessments, hydrology studies, transport modelling, economic and tourism analysis, Aboriginal heritage reviews, coastal setback assessments, bushfire management planning and community needs analysis. These investigations were supported by a range of specialist technical reports addressing issues such

as water management, environmental constraints, infrastructure servicing and economic development opportunities.

Preparation of the Townsite Strategy was supported by a number of specialist technical reports prepared in 2012 for the Preston Beach Joint Venture (which included the Shire of Waroona) and the Shire of Waroona. These reports examined environmental, infrastructure, transport, economic, heritage and servicing matters relevant to the long-term planning of Preston Beach.

Key documents included:

- Preston Beach Environmental Scoping Document;
- Preston Beach Landscape Strategy;
- Preston Beach District Water Strategy;
- Preston Beach Transport Assessment;
- Review of Aboriginal Heritage Surveys within the Preston Beach Structure Plan Area;
- Preston Beach Economic Development Strategy;
- Preston Beach Economic Development Review;
- Preston Beach Townsite Strategy Needs Assessment; and
- Preston Beach Servicing Report.

While these studies were originally prepared to inform the broader Townsite Strategy and potential

future urban expansion, they provide a substantial body of technical information relating to the environmental conditions, infrastructure capacity, servicing constraints and economic context of the Preston Beach locality.

Accordingly, these documents have also been referenced in preparing the Preston Beach Management Plan to inform the environmental baseline, site assessments and strategic considerations contained within this report.

Key matters considered through the Townsite Strategy included:

- potential scale and extent of townsite expansion;
- environmental constraints and protection of sensitive coastal and wetland systems;
- bushfire risk management and emergency access;
- infrastructure servicing including water supply, wastewater treatment and road access;
- provision of community facilities, activity centres and local services;
- tourism development opportunities; and
- integration of future development with the existing townsite.

Strategic vision and proposed development framework

The Townsite Strategy proposed a long-term planning framework intended to transform Preston Beach from a small coastal holiday settlement into a larger coastal community with improved services, infrastructure and economic activity. The strategy investigated the potential for an ultimate townsite population of approximately 8,900 residents and around 4,300 dwellings, supported by new activity centres, tourism accommodation, employment opportunities and expanded community facilities over a staged development period of approximately 20 to 30 years.

The proposed planning framework sought to balance environmental protection with economic and social sustainability. Significant areas of conservation land, wetlands, coastal dunes and habitat were identified for retention, with the strategy proposing that approximately 77% of the broader strategy area remain as conservation, landscape or open space areas, while development was concentrated within already cleared or disturbed land.

The strategy also identified a number of infrastructure improvements intended to address existing service limitations at Preston Beach, including potential wastewater treatment infrastructure, improved road access, upgraded

water supply connections and expanded community services.

WAPC policy advice and strategic constraints

Throughout the Townsite Strategy process, the WAPC provided formal policy advice regarding the strategic constraints affecting Preston Beach. The Commission advised that the future population of Preston Beach would be limited in the long term, having regard to the assumptions and constraints of the Coastal and Lakelands Planning Strategy. It noted that the ultimate size of the townsite should be determined through a strategic planning process seeking an optimal outcome based on regional priorities, environmental considerations and infrastructure capacity.

The WAPC identified a range of opportunities and constraints that would inform any consideration of townsite expansion, including potential impacts on Lake Preston and Yalgorup National Park, transport capacity, servicing limitations, bushfire risk, and the need to establish a permanent boundary between urban development and conservation areas.

Strategic outcome and ongoing relevance

Subsequent drafts of the Townsite Strategy proposed a substantially larger townsite than that contemplated in earlier regional strategies. Following detailed consideration, the WAPC

resolved in February 2015 not to support the Draft Preston Beach Townsite Strategy or to initiate the associated scheme amendments, citing inconsistency with State planning policy, insufficient demonstrated demand for substantial urban expansion, and potential environmental and bushfire risk impacts.

This decision effectively concluded the Townsite Strategy process and confirmed that urban expansion beyond the existing Preston Beach townsite would not proceed under the current planning framework.

While the Draft Preston Beach Townsite Strategy was not adopted, it remains a useful reference document. It demonstrates the scale of investigation, consultation and policy consideration undertaken over more than a decade and clearly illustrates the strategic and environmental constraints affecting Preston Beach.

For the purposes of the Preston Beach Management Plan, the Draft Townsite Strategy is referenced solely to provide historical and strategic context. It is not relied upon to support future urban expansion, which is not proposed. Instead, its legacy informs the Management Plan's focus on managing and enhancing Preston Beach within its existing townsite footprint, consistent with current State and regional planning policy.

3.1.2 Preston Beach Caravan Park Study (2012)

The Preston Beach Townsite Strategy Caravan Park Discussion Paper (2012) provides a comprehensive and still highly relevant examination of the need for, and potential siting of, a caravan park within Preston Beach.

The document was prepared in the context of the broader townsite strategy and rezoning process and reflects a strong alignment between community aspirations, tourism demand, and strategic planning objectives at the time.

Community demand and strategic rationale

A central and consistent theme throughout the discussion paper is the long-standing and unmet demand from the Preston Beach community and visitors for a caravan park. The paper clearly documents that, following the closure of the former caravan park (now occupied by Footprints Resort), Preston Beach has lacked formal short-stay accommodation catering to caravanners and campers.



Photo: Waroona Historical Society, Preston Beach Caravan Park, 1980's

This absence has resulted in informal and often inappropriate use of beach car parks and surrounding areas, as well as reliance on external facilities such as DBCA's camping area near Martins Tank, which was noted to regularly reach capacity during peak periods.

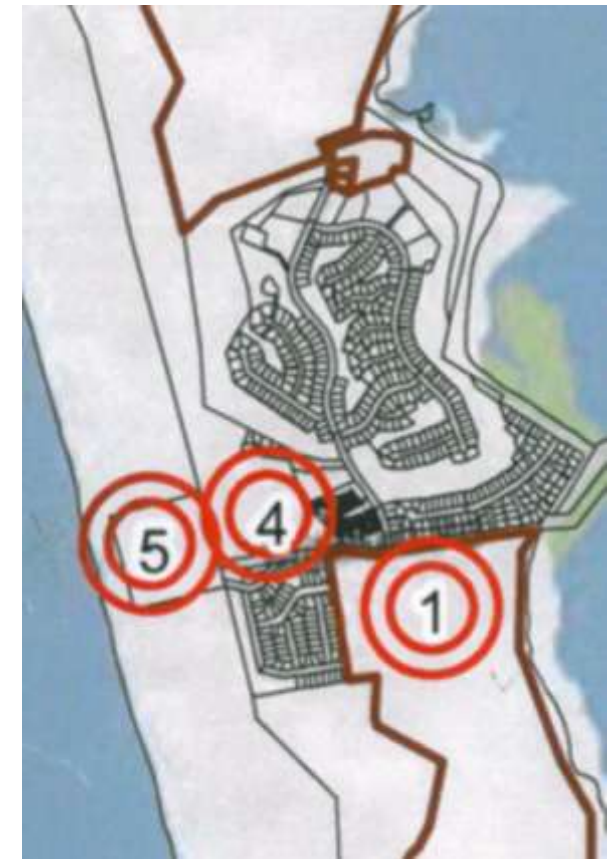
Assessment of potential caravan park sites

The discussion paper highlights that community sentiment, supported by the Shire of Waroona, tourism agencies, and the caravan industry, consistently favoured reinstating a caravan park as a priority piece of infrastructure to support tourism, economic activity, and orderly visitor management at Preston Beach. This demand was underpinned by broader industry trends, including strong overall growth in caravan and camper use across Western Australia and recognised shortage of coastal caravan parks in the Peel and Southwest regions.

The discussion paper detailed a methodical assessment of five potential caravan park sites, comprising three sites on private joint venture land and two sites on Crown land managed by the Shire of Waroona. Each site was assessed against a weighted set of criteria including access, proximity to amenities, availability of services, environmental constraints, exposure to coastal processes, land area, and long-term sustainability.

Of particular relevance to the current Management Plan, the assessment clearly identified Site 4, located on Crown Reserve 33345, as the preferred

option. This site achieved the highest overall rating due to its proximity to the beach, shops, and existing facilities, strong pedestrian and vehicle connectivity, location outside of the physical processes setback under State Coastal Planning Policy; and capacity to integrate with the townsite structure while remaining separate from residential areas.



Map: Preston Beach Caravan Park Discussion Paper, proposed Caravan Park locations (2012)

The discussion paper explicitly recognised that while privately owned sites offered short-term opportunities, Crown land provided a far more secure and defensible mechanism to ensure the caravan park would be retained in perpetuity for public benefit, avoiding the historical pattern of caravan parks being displaced by alternative development over time.



Map: Preston Beach Caravan Park Discussion Paper, preferred Caravan Park location (2012)

Land tenure and long-term sustainability

A critical conclusion of the discussion paper was that land tenure is fundamental to the long-term sustainability of a caravan park at Preston Beach. The paper strongly advocated for the caravan park to be located on land reserved or capable of being vested as Crown land and managed by the Shire of Waroona, either through a management order with leasing powers or a long-term ministerial lease under the Land Administration Act.

This approach was supported by the caravan industry, government agencies, and the Shire, recognising that:

- Crown reserve status provides certainty of land use over multiple decades,
- Long lease terms are essential to attract private investment in caravan park infrastructure; and
- Public ownership ensures alignment with community expectations and strategic planning objectives.

Implications for the Preston Beach Management Plan

While the 2012 discussion paper was prepared in the context of the Townsite Strategy and rezoning process, which did not eventuate, its findings remain highly instructive. The document clearly establishes:

- A demonstrated and enduring community desire for a caravan park,
- A robust, evidence-based assessment of potential sites; and
- A strong policy position that Crown reserve land is the preferred and most sustainable location for such a facility.

The Preston Beach Management Plan builds upon this earlier work by reaffirming the strategic intent to support a caravan park while refining the focus toward reserve-based sites that protect long-term public access, environmental values, and planning certainty. In doing so, the Management Plan shifts from site identification in isolation to an integrated coastal management framework that balances tourism, recreation, environmental protection, and infrastructure sustainability.

3.1.3 Preston Beach Foreshore Management Plan

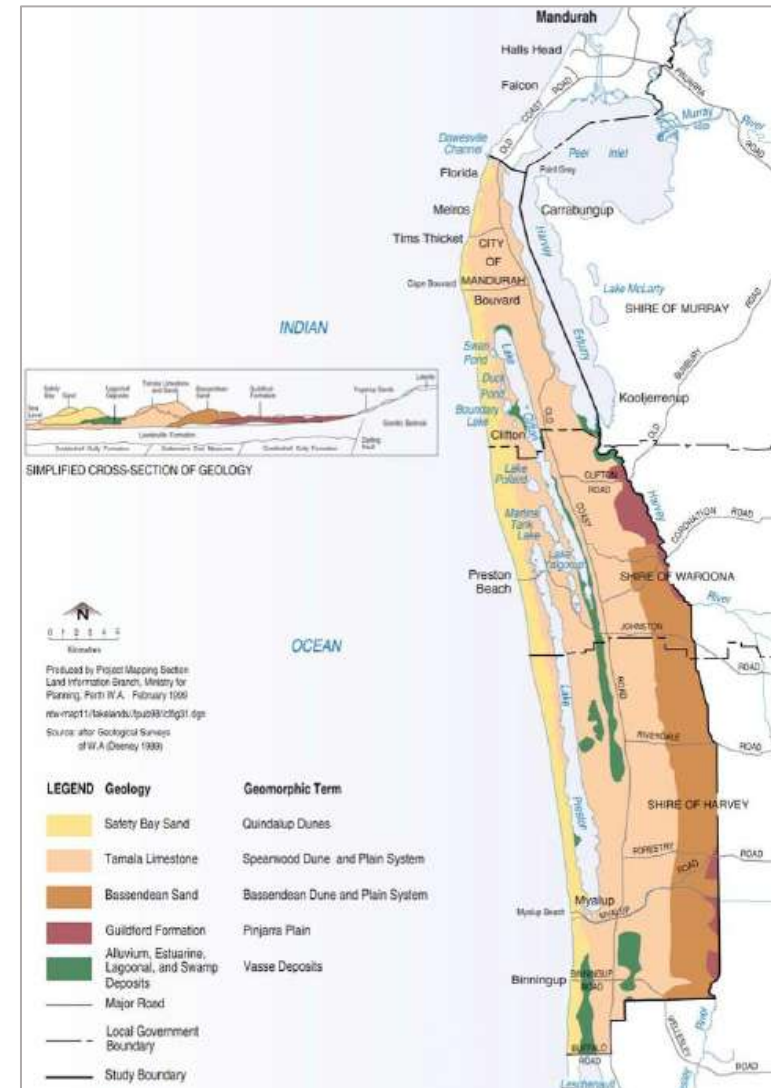
The Preston Beach Foreshore Management Plan (FMP) 2021 provides a detailed, evidence-based framework for the coordinated management of the Preston Beach foreshore over a ten-year period to 2030. Prepared for the Shire of Waroona by Water Technology, the Plan responds to increasing pressures associated with coastal processes, climate change, recreational use and growing visitation. It recognises the foreshore as a highly valued social, environmental and economic asset for both the local community and the wider region, and seeks to balance protection of coastal values with continued public access and recreational use

Purpose and strategic context

The primary purpose of the Foreshore Management Plan is to establish a long-term, integrated strategy for managing coastal risks, protecting environmental values and maintaining public access and recreational amenity. The Plan updates and replaces the earlier 2002 Foreshore Management Plan and aligns foreshore management at Preston Beach with contemporary State coastal planning policy, including State Planning Policy No. 2.6 – State Coastal Planning Policy, current climate change projections and best-practice coastal hazard assessment methodologies.

The FMP was developed through a comprehensive and structured process that included site inspections, detailed coastal and geomorphic investigations, ecological assessments, and extensive stakeholder and community engagement. Preparation of the Plan was overseen by a project steering committee comprising representatives from the Shire of Waroona, the Preston Beach Progress Association, relevant State agencies and regional coastal partnerships. This governance framework ensured that technical evidence, statutory planning requirements and community values were closely aligned throughout the development of the Plan.

Map: Preston Beach Foreshore Management Plan, Geology (2021)





Historic Shoreline - Southern Section



Historic Shoreline - Middle Section



Historic Shoreline - Northern Section

Photo: Preston Beach Foreshore Management Plan, Shorelines (2021)

Key findings – coastal processes and hazard risk

A core component of the Foreshore Management Plan is its detailed assessment of coastal processes, erosion potential and inundation risk to existing assets. Predicted impacts are largely limited to vehicle access tracks and low-lying areas near the existing car park during severe storm events, with impacts expected to be short-lived and episodic rather than progressive or chronic.

The Plan highlights the critical role of the existing foredune system as a natural buffer and emphasises the importance of ongoing dune management, vegetation protection and controlled access. It supports an adaptive management approach to address longer-term sea level rise beyond the immediate planning horizon, favouring staged and flexible responses over hard coastal protection measures that could interfere with natural coastal processes or diminish environmental and landscape values.

Community values and foreshore use

The Foreshore Management Plan places strong emphasis on understanding and responding to community values associated with the Preston Beach foreshore. Community engagement activities, including workshops, surveys and drop-in sessions, identified key concerns relating to antisocial behaviour by four-wheel drive vehicles, protection of dune systems, maintenance and

management of foreshore amenities, and a desire for improved pedestrian access, particularly for people with disability and older community members.

The community consistently expressed a preference for retaining the foreshore’s low-key, natural character while supporting modest, well-designed infrastructure that improves safety, accessibility and amenity without compromising environmental values. These preferences directly informed the prioritisation of recommended management actions, many of which focus on access management, signage, education, monitoring and incremental upgrades to existing facilities rather than large-scale development.

Land tenure and relationship to development

The Foreshore Management Plan includes a detailed review of land tenure and existing uses within the foreshore area, noting that much of the land is reserved as Crown land for recreation or conservation purposes and managed by the Shire of Waroona. This tenure arrangement is recognised as fundamental to safeguarding long-term public access, protecting environmental values and guiding appropriate recreational use of the foreshore.

As part of the study, the feasibility of locating a caravan park within foreshore reserve land, particularly Reserve 32010, was considered. While the technical assessment identified that erosion

and inundation risk to parts of this reserve is relatively low in the medium term, the Foreshore Management Plan noted that its foreshore setting introduces additional environmental, access and coastal management considerations that would need to be carefully addressed. The Plan therefore highlighted the importance of considering a range of potential locations through broader townsite planning processes, while recognising that any future proposal within the foreshore reserve would require detailed design, environmental assessment and coastal management responses to ensure compatibility with foreshore values.

Implementation and ongoing relevance

The Foreshore Management Plan provides a clear and prioritised implementation program, including indicative costs, timeframes and responsibilities for a wide range of management actions. Importantly, it establishes a monitoring and review framework to ensure that management responses remain adaptive to changing coastal conditions, usage patterns and community expectations over time.

Relevance to the Preston Beach Management Plan

The Preston Beach Foreshore Management Plan remains a critical reference document for the broader Preston Beach Management Plan. It provides a robust scientific and community-informed foundation for understanding coastal dynamics, foreshore values and appropriate land use within the coastal reserve. Importantly, its findings support a clear strategic distinction between:

- Foreshore areas, which should prioritise conservation, recreation access and public amenity; and
- Non-foreshore reserve land, which is more appropriate for longer-term visitor accommodation and supporting infrastructure.

The Preston Beach Management Plan builds on this work by integrating foreshore management principles into a wider place-based framework, ensuring that future initiatives, including consideration of a caravan park, are directed towards locations that support long-term sustainability, protect coastal values and reflect enduring community aspirations.

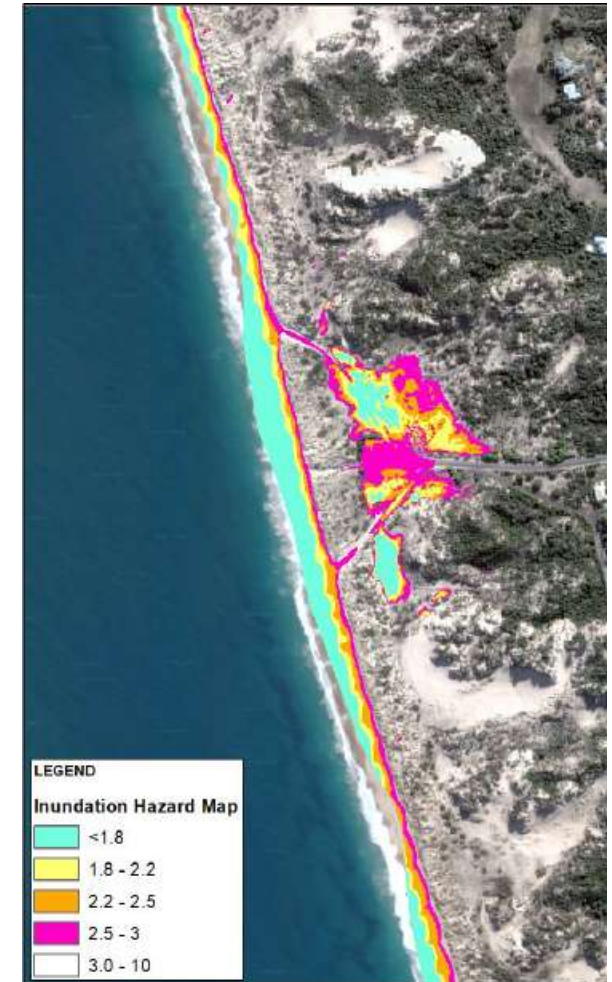


Photo: Preston Beach Foreshore Management Plan, Inundation Hazards (2021)

3.1.4 Destination Management Action Plan & Strategy 2025 - 2030

The Shire of Waroona Destination Management Strategy (DMS) and the accompanying Destination Management Action Plan (DMAP) together establish the Shire’s contemporary framework for tourism, investment attraction and destination development. While both documents apply across the entire Shire, their relevance to the



Preston Beach Management Plan is limited to matters relating to coastal tourism, visitor access, infrastructure, branding and accommodation supply.

The Destination Management Strategy was adopted by Council in December 2024 and provides the overarching strategic direction for tourism development. The Destination Management Action Plan 2025-2030 translates this strategy into prioritised, implementable actions with clear timeframes, responsibilities and resource considerations.

Strategic direction relevant to Preston Beach

The DMS identifies the Shire of Waroona and being the ‘exploration’ phase of destination development, with nature-based and adventure tourism forming the foundation of the visitor economy. Within this context, Preston Beach is recognised as part of the Shire’s coastal tourism offer, alongside Lake Clifton and Yalgorup National Park, contributing to experience centred on the natural environment, recreation and coastal lifestyle.

To better structure and communicate the Shire’s tourism offer, the DMS introduces location-driven precincts, presented to visitors as (1) coastal (water), (2) inland (wilderness) and (3) town (wander).

This framework is intended to guide destination marketing, infrastructure prioritisation and visitor movement, and is directly relevant to how Preston Beach is positioned and managed as part of the Shire’s coastal identity.



Visitor access, wayfinding and coastal experience

Both the DMS and DMAP identify limited wayfinding, signage and legibility between precincts as a key constraint on the visitor experience. The documents highlight the need to strengthen physical and perceptual connections between Waroona townsite and coastal destinations, including Preston Beach, through improved entry statements, directional signage and consistent branding.

These actions align closely with the Preston Beach Management Plan’s objectives around visitor access, safety, orientation and improved arrival experiences.

Accommodation and tourism product considerations

While not site specific, the DMS identifies accommodation supply as a critical constraint on the Shire’s ability to grow its visitor economy. The DMAP includes actions to:

- Identify priority locations for accommodation development,
- Undertake feasibility assessments for different accommodation types; and
- Support nature-based and coastal accommodation opportunities where appropriate and sustainable.

For Preston Beach, this provides important strategic context for future consideration of accommodation outcomes (including camping and caravanning), while reinforcing that such opportunities must be carefully planned, staged and aligned with environmental, servicing and land management constraints addressed in the Preston Beach Management Plan.

Relevance to the Preston Beach Management Plan

For the purposes of the Preston Beach Management Plan, the DMS and DMAP:

- Provide the strategic tourism context for Preston Beach as part of the Shire’s coastal precinct,
- Support improvements to visitor access, wayfinding and coastal experience quality,
- Reinforce the need for coordinated planning of accommodation and tourism infrastructure, without predetermining specific sites or outcomes; and
- Complement the Management Plan’s focus on balancing tourism activation with environmental protection and long-term sustainability.



Photos: Shire of Waroona, Preston Beach

3.2 Community and Stakeholder Engagement

Community and stakeholder engagement has been a consistent and ongoing component of planning and decision-making for Preston Beach over recent years. Between 2021 and 2024, the Shire of Waroona undertook multiple engagement processes relating to foreshore management, visitor behaviour, local regulation and broader strategic planning, including consultation for the Preston Beach Foreshore Management Plan, community engagement in 2024 regarding a potential Preston Beach Property Local Law and Visitor Management Strategy, and engagement associated with the review and update of the Shire's Strategic Community Plan.

Across these processes, feedback from residents, community groups, stakeholders and visitors has remained highly consistent, particularly in relation to the protection of coastal and environmental values, management of visitor impacts, retention of Preston Beach's relaxed coastal character, and the importance of community-led stewardship. Given the depth, recency and consistency of this engagement, and recognising the potential for community fatigue, the Shire determined that additional stand-alone engagement specifically for the preparation of the Preston Beach Management Plan was not required at the draft development stage.

Instead, this Management Plan has been informed by the outcomes of previous engagement

activities, together with ongoing informal interactions with the Preston Beach community. Once a draft Preston Beach Management Plan has been endorsed by Council, it will be released for community consultation and public comment to ensure that the information, priorities and actions it contains appropriately reflect community preference and expectations. A summary of key themes and feedback arising from earlier engagement processes is provided below to demonstrate how community values have shaped the direction of this plan.

3.2.1 Environment and Coastal Protection

Protection of the natural coastal environment is the strongest and most consistent theme across all the engagement processes. The Preston Beach community places very high value on dune systems, coastal vegetation, beach amenity and the broader coastal and wetland setting.

Residents consistently expressed concern about:

- Damage to dunes and vegetation caused by informal vehicle access and pedestrian tracks.
- Long-term impacts of erosion, storm events and climate change.
- Littering and degradation of sensitive coastal areas.

There is strong community support for proactive dune management, revegetation, access control and education-based approaches that protect environmental values while maintaining reasonable access to the beach. Across all engagement, there was limited support for hard coastal protection measures, with preference given to adaptive, nature-based management responses.

3.2.2 Visitation, visitor behaviour and use of the foreshore

Community feedback consistently recognises that Preston Beach is a popular destination for both residents and visitors, particularly during peak holiday periods. While visitation is generally welcomed, concerns were repeatedly raised about unmanaged impacts.

Key issues identified:

- Antisocial behaviour associated with some four-wheel drive use.
- Unsafe vehicle movements near pedestrians and families.
- Congestion at beach access points and the main car park during peak periods.
- Noise, camping behaviour and impacts on residential amenity.

The community broadly supports clearer rules, signage, enforcement and ranger presence to manage visitor behaviour. Importantly, engagement showed that residents do not seek to restrict access entirely, but rather want visitation managed in a way that protects safety, amenity and the natural environment.

3.2.3 Character, lifestyle and sense of place

A strong desire to retain Preston Beach’s relaxed, low-key coastal character is evident across all engagement. Residents consistently describe Preston Beach as peaceful, family-oriented and distinct from more intensively developed coastal towns.

Community feedback highlights:

- Strong attachment to the informal, small-scale nature of the townsite.
- Concern about overdevelopment or change that would erode local character.
- Preference for modest, well-designed infrastructure rather than large-scale development.

The community has repeatedly emphasised that future planning should respect Preston Beach’s origins as a simple coastal holiday town and avoid outcomes that would fundamentally alter its identity.

3.2.4 Access, infrastructure and amenity

Residents support improvements to access and amenity where they address safety, inclusivity and functionality, but not at the expense of environmental values.

Key themes include:

- Desire for safer, clearer pedestrian access to the beach.
- Improved accessibility for people with disability, older residents and families with young children.
- Ongoing maintenance of car park, ablutions and basic facilities.

There is broad support for incremental upgrades that improve usability and safety, provided they remain low-impact and consistent with the foreshore’s natural character. Large or visually dominant infrastructure was generally not supported during engagement activities.

3.2.5 Governance, management and enforcement

Community engagement indicates strong support for a clear and visible management presence at Preston Beach. Residents consistently expressed frustration where rules exist but are not clearly communicated or enforced.

Key expectations include:

- Clear signage explaining permitted and prohibited activities.
- Consistent enforcement of vehicle access rules.
- Education-focused approaches supported by Ranger patrols rather than punitive measures alone.

Feedback from Local Law and Visitor Management demonstrates that residents want clarity, consistency and fairness in how Preston Beach is managed, particularly during peak visitor periods.



Photo: Shire of Waroona, Movie under the Stars



3.2.6 Tourism and accommodation

Across engagement processes, the community acknowledged the role of tourism in supporting the local economy but expressed caution about its scale and location.

Key themes include:

- General support for tourism that aligns with Preston Beach’s character.
- Recognition of the historical and social value of a caravan park to the community.
- Strong preference that any future visitor accommodation be carefully located and well managed.

Engagement also highlighted community expectations that any future tourism or accommodation development should contribute positively to visitor behaviour and amenity outcomes, rather than exacerbate existing pressures. There was a clear desire for accommodation that provides structure to visitation, reduces informal camping and unmanaged vehicle stays, and supports respectful use of the foreshore and townsite.

Participants consistently emphasised that tourism outcomes should deliver shared benefits for residents, visitors and the Shire, without shifting undue costs or impacts onto the local community. Engagement outcomes indicate that while accommodation is not opposed in principle, the

community expects that environmental constraints, coastal risk and long-term sustainability guide site selection and design.

3.2.7 Community involvement and stewardship

Preston Beach residents consistently demonstrate a strong sense of stewardship. Engagement highlighted the importance of local volunteer groups, including the Progress Association, Volunteer Rangers, Fire Brigade and other community-led initiatives.

Residents expressed pride in:

- Community-led care for the foreshore and local environment.
- Strong social connection and volunteer participation.
- Ongoing collaboration between the Shire and the local community.

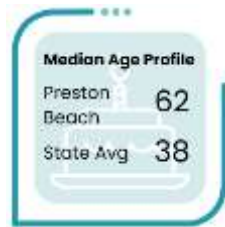
There is strong support for continued partnership-based management, where community knowledge and involvement complement formal planning and regulatory frameworks.

Photo 1 – Josh Cowling, Beach Toy Library

Photo 2 – Fundus Memories 4WD Preston Beach

Photo 3 – Catch of the Day, Tammy Smith

3.3 Data Collection



This section summarises the key data sources, site information and statistical insights that informed the Preston Beach Management Plan. It brings together demographic, housing, socio-economic and visitation data to provide an evidence-based understanding of the community profile, settlement characteristics and visitor context that underpin strategic directions and actions within the Plan.

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3.3.1 Data Sources

A range of primary and secondary data sources have been utilised in preparing this Plan, including:

- Australian Bureau of Statistics (ABS) (2021) Census data – providing demographic, housing, labour force and industry characteristics for Preston Beach.
- Tourism and visitation statistics from Tourism Western Australia and other relevant regional tourism sources to provide context for visitor use and economic impact (state-level).
- Planning and environmental documents such as local planning schemes and other statutory data where applicable.

These inputs have been interpreted with a focus on their relevance to Preston Beach’s community profile, settlement pattern, visitor dynamics and service demands.

3.3.2 Demographic and Community Profile

Population and Growth



ABS data indicates that Preston Beach has a relatively small but established resident population with a mature age profile. The community includes a high proportion of couples without children and older age groups compared with regional and State averages. A significant number of dwellings are unoccupied at census time, reflecting the seasonal and holiday-home character of the townsite.

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Labour Force and Employment

Participation in the labour force is lower than State averages, with a greater proportion of residents not in the workforce. This profile is consistent with the area’s higher median age and the presence of retirees and semi-retired residents. Among those employed, occupations span a range of sectors, including trades, machinery operators and drivers, labourers and professionals.

Income and Socioeconomic Characteristics

Median personal, family and household incomes in Preston Beach are lower than Western Australian averages. This aligns with the community’s demographic structure and lifestyle characteristics, including retirement, part-time employment and seasonal occupancy.

Together, this demographic data establishes a baseline understanding of the community’s size, composition and economic engagement, which informs planning considerations relating to services, infrastructure demand and visitor management.

3.3.3 Built Environment and Housing



ABS Census data shows that the vast majority of private dwellings in Preston Beach are separate houses, with a high proportion of owner-occupied dwellings relative to State averages. A notable number of dwellings are unoccupied at the time of the census, reinforcing the town’s dual role as both a permanent residential community and a seasonal holiday destination.

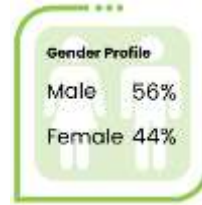
This housing pattern has implications for infrastructure planning, service provision, emergency management and the seasonal intensity of visitation and population fluctuation.

3.3.4 Tourism Visitation and Economic Context

While place-specific visitor statistics for Preston Beach are not routinely published at a suburb level, broader regional and State-level tourism data provides useful contextual information.

- Tourism Western Australia publishes periodic visitor statistics outlining domestic and international travel patterns, length of stay and visitor expenditure across the State.
- Regional tourism data for the Peel Region indicates strong visitation driven by coastal amenity, natural environments and proximity to the Perth metropolitan area, although precise figures for Preston Beach alone are not available.

Local visitation at Preston Beach is primarily nature-based and highly seasonal, with peaks during holiday periods and long weekends. Observations from local management, community engagement and stakeholder input consistently indicate that visitation levels during peak periods place pressure on access, amenities and public spaces.



This Management Plan does not rely on externally generated tourism figures to set numeric targets but uses available data to contextualise Preston Beach’s role within the broader regional visitor economy and to inform strategic visitor management responses.

3.3.5 Limitations and Data Gaps

There are inherent limitations in available data, including:

- ABS Census data is collected every five years and may not capture short-term population fluctuations or recent changes in visitation patterns.
- Tourism visitation data is generally not available at the suburb or townsite scale, requiring reliance on regional statistics and local observations.
- Detailed, site-specific data on visitor numbers, parking demand and facility usage is limited.

Accordingly, this Plan acknowledges the need for improved data collection over time, particularly in relation to visitor numbers, seasonal demand, parking usage and amenity capacity.

3.3.6 Integration into Strategic Planning

The data and technical inputs outlined above have directly informed the:

- Identification of key issues and pressures in Chapter 6;
- Development of themes and guiding principles in Chapter 5; and
- Prioritisation of actions in the Action Plan.

By grounding strategic directions in demographic, housing and visitation data, the Preston Beach Management Plan ensures that future decision-making is evidence-based, proportionate and responsive to the community and visitor context of Preston Beach.



Photo: Shire of Waroona, Volunteer Breakfast

3.4 Site Assessments and Technical Inputs

This section summarises the key environmental, physical and cultural characteristics Preston Beach based on previous technical investigations, environmental studies and strategic planning work. These site assessments provide an evidence-based understanding of the environmental systems, infrastructure and cultural landscape that inform the management directions contained within this Plan.

3.4.1 Environmental Zones

Preston Beach sits within a complex coastal and wetland landscape characterised by interactions between coastal dunes, coastal plain environments and the Yalgorup wetland system. Environmental investigations undertaken for the Preston Beach Townsite Strategy identified three broad environmental zones within the Preston Beach area, each characterised by distinct environmental conditions.

Coastal Zone

The coastal zone includes the foreshore reserve and dune systems adjacent to the Indian Ocean. These dunes contain both well-vegetated areas and locations affected by dune blowouts and sand movement. The coastal environment supports native coastal vegetation communities that play an important role in stabilising dune systems and

protecting inland environments from coastal processes.

Central Coastal Plain Zone

Behind the coastal dunes lies a central coastal plain area that historically contained a mixture of native vegetation and cleared land used for rural purposes. Large areas of this zone have been historically cleared for agriculture, resulting in vegetation conditions ranging from degraded to cleared. Remnant stands of native vegetation, including Tuart, Marri and Peppermint woodland communities, remain in some locations.

Lake Preston Wetland Zone

The eastern portion of the landscape transitions into the Lake Preston wetland system and associated riparian environments. Vegetation in this zone is dominated by Melaleuca shrublands and wetland vegetation communities, many of which are recorded as being in excellent ecological condition. These riparian zones form important habitat areas and contribute to the ecological function of the broader wetland system.

3.4.2 Coastal Processes and Dune Systems

Preston Beach is located along a dynamic section of the Swan Coastal Plain where coastal processes and dune systems shape the landscape and provide an important natural buffer between

the Indian Ocean and the inland wetland environments of the Yalgorup Lakes.

The coastline in the Preston Beach locality forms part of the Quindalup Dune System, which consists of relatively young coastal dunes formed through marine and wind-driven sediment transport processes. These dunes are characterised by sandy soils and are subject to ongoing movement through coastal and aeolian processes.

The dune system typically includes a sequence of foredunes located immediately behind the beach, with vegetated dune ridges extending inland. These foredunes act as the primary defence against coastal processes including wave action, storm surge and wind erosion.

Vegetation communities within the dunes play an important role in stabilising these landforms by trapping wind-blown sand and reducing dune mobility. Where vegetation cover is disturbed, areas of dune blowout and sand movement can occur, resulting in increased erosion and destabilisation of the coastal landform.

Environmental investigations undertaken within the Preston Beach locality have identified both well-vegetated dune areas and locations where historical disturbance has resulted in dune instability. Maintaining the integrity of the dune system is therefore important for protecting both the coastline and the inland coastal plain and wetland environments.

3.4.3 Yalgorup Lakes System

The Yalgorup Lakes form part of the Peel–Yalgorup Ramsar Wetland System, which was listed under the Ramsar Convention in 1990 due to its international significance as habitat for migratory waterbirds and its unique ecological values.

The Yalgorup lake system consists of a series of shallow wetlands including Lake Preston, Lake Yalgorup, Lake Clifton, Martins Tank Lake, Lake Hayward, Lake Pollard and Lake Newnham, all of which are located within Yalgorup National Park. These lakes are generally shallow, typically less than three metres deep, although depths of up to approximately four metres occur in parts of Lake Preston and up to approximately 4.7 metres in Lake Clifton.

Lake Preston is the largest water body in the system and is located immediately east of the Preston Beach townsite. It is a long, narrow lake extending approximately 27 kilometres in length and between 0.5 and 1.5 kilometres in width, running broadly parallel to the coastline. The lake is divided into northern and southern sections by the causeway associated with Preston Beach Road.

The lakes are typically hypersaline and exhibit seasonal fluctuations in water level and salinity. Water levels are influenced by rainfall, evaporation and groundwater inflows. Seasonal variations in salinity occur as relatively lower salinity conditions

develop in winter and spring due to rainfall and groundwater inflow, while higher salinity levels generally occur during late summer and autumn when evaporation rates are greatest.

3.4.4 Hydrology and Groundwater Systems

The hydrogeological setting of Preston Beach is a critical environmental factor due to the close interaction between groundwater systems, the Yalgorup Lakes and the surrounding coastal landscape. The townsite is located on the Swan Coastal Plain where shallow coastal aquifers, wetlands and coastal dune systems form an interconnected hydrological environment.

Environmental investigations undertaken as part of previous strategic planning work identified that the hydrology of the Preston Beach area is directly linked to the hydrology of the Yalgorup Lakes system, meaning that groundwater movement and recharge patterns within the coastal plain influence lake water levels and wetland ecological processes.

Groundwater systems

The regional groundwater system within the Preston Beach area occurs primarily within the superficial aquifer, which is associated with the sandy sediments of the coastal plain. Groundwater within this aquifer moves through highly permeable coastal sands and limestone formations and plays

a significant role in supporting wetland water levels across the Yalgorup Lakes system.

Hydrological investigations have identified that local groundwater flow systems support the Yalgorup Lakes, with groundwater generally flowing toward the lakes from surrounding areas of the coastal plain. West of the lake system, groundwater movement typically occurs in an easterly direction from the coastal dunes toward the lakes, forming distinct groundwater flow systems between the ocean and each individual lake.



Photo: Preston Beach Lakes System - Chris Ziatas

Groundwater Lake Interactions

Lake Preston and the other Yalgorup Lakes are strongly influenced by groundwater inputs. Modelling undertaken as part of the Preston Beach hydrology study conducted in 2012 estimated that approximately:

- 22.5 gigalitres per year of water enters Lake Preston through rainfall; and

- 17.5 gigalitres per year is contributed through groundwater flow.

This results in a total estimated inflow of approximately 40 gigalitres per year, which broadly corresponds with evaporation losses from the lake surface.

Groundwater Levels and Seasonal Variation

Groundwater levels across the Preston Beach area vary seasonally in response to rainfall and evaporation patterns. Monitoring data indicates that groundwater levels and lake water levels fluctuate throughout the year, with seasonal variation in Lake Preston typically ranging between approximately 0.7 metres and 1 metre.

Water Quality and Nutrient Dynamics

Water quality investigations undertaken as part of the hydrology studies indicate that groundwater within the region is influenced by nutrient inputs from surrounding land uses. Sampling of groundwater and lake water has identified that the Yalgorup Lakes system is generally phosphorus-limited, meaning that phosphorus availability is the key factor influencing algal growth within the lakes.

Climate Change and Long-Term Hydrological Trends

Hydrological modelling undertaken during previous environmental investigations has also considered potential climate change impacts.

Based on regional climate projections, modelling indicates that water levels within Lake Preston could decrease by approximately 0.2 metres under future climate scenarios, largely due to reductions in rainfall and increased evaporation.

Maintaining the hydrological integrity of the groundwater and wetland systems is therefore an important consideration for land use planning and environmental management within the Preston Beach locality.

3.4.5 Ecological Systems and Biodiversity Values

The Preston Beach locality forms part of a broader ecological landscape on the Swan Coastal Plain that includes coastal dune systems, remnant woodlands, wetlands and nationally significant conservation areas. These environments support a diverse range of flora and fauna communities and contribute to the ecological functioning of the Peel–Yalgorup region.

Vegetation Complexes

Regional vegetation mapping indicates that the Preston Beach locality contains several vegetation complexes typical of the Swan Coastal Plain, including the Quindalup Complex, Cottesloe Complex, Yoongarillup Complex and Vasse Complex. These vegetation complexes represent coastal dune systems, woodland communities and wetland-associated vegetation types.

Vegetation condition across the broader study area varies considerably. Areas historically cleared for agriculture generally exhibit vegetation conditions ranging from degraded to completely cleared, while remnant vegetation associated with coastal reserves, wetland margins and conservation areas is typically recorded as being in good to excellent condition.

Fauna Habitat

The Preston Beach area supports a range of fauna species typical of the Swan Coastal Plain and the Peel–Yalgorup region. Habitat types include coastal dune vegetation, woodland communities, wetlands and remnant vegetation patches.

The highest quality fauna habitat occurs within remnant vegetation adjacent to Lake Preston, coastal reserves and areas within Yalgorup National Park where vegetation condition and habitat complexity are greatest.

The coastal dunes and associated vegetation communities provide habitat for species adapted to sandy coastal environments, including the Graceful Sun Moth, which has been recorded within suitable vegetation communities in the Preston Beach area.

The wetlands and lakes of the Yalgorup system provide important habitat for waterbirds, including migratory species protected under international agreements.

Ecological Linkages

The Preston Beach locality forms part of an important ecological corridor linking the Indian Ocean coastline with inland wetlands and conservation areas. Maintaining ecological connectivity between habitats is critical for the movement of fauna species and the long-term resilience of ecological systems.

3.4.6 Conservation Landscape

The broader Preston Beach locality is characterised by a high proportion of conservation land and environmentally significant areas. Yalgorup National Park alone covers approximately 13,137 hectares, protecting the Yalgorup Lakes and surrounding ecosystems.

In addition to the National Park, coastal foreshore reserves, lake foreshore buffers and other conservation areas form part of an interconnected environmental landscape extending across the region. These areas protect remnant vegetation, support ecological linkages and maintain the environmental values associated with the Peel–Yalgorup wetland system.

3.4.7 Infrastructure and Servicing Context

Technical servicing investigations undertaken for Preston Beach identified that the townsite historically developed with relatively limited infrastructure and community services.

Water Supply

Potable water for Preston Beach is supplied via the Water Corporation regional scheme network, with the townsite connected to the Stirling Trunk Main located within the broader coastal corridor. Water is distributed to the townsite through local reticulation infrastructure extending along Preston Beach Road and through the residential street network.



Photo: Causeway & Lake Preston – Chris Ziatas

Wastewater and Effluent Management

Historically, Preston Beach has relied on on-site wastewater treatment systems, including septic tanks and effluent disposal fields associated with individual properties. This servicing arrangement reflects the town's small population, low-density development pattern and its historical development as a coastal holiday settlement.

Technical studies for the Townsite Strategy examined the potential for the introduction of reticulated sewerage infrastructure to service the

existing townsite, including the potential location of wastewater treatment infrastructure and opportunities for reuse of treated wastewater for irrigation of public open space.

While these investigations were associated with the previously proposed Townsite Strategy, they highlight the importance of wastewater management and environmental protection given the townsite's proximity to the Yalgorup Lakes system and surrounding wetlands.

Electricity and Telecommunications

Electricity infrastructure servicing Preston Beach is connected to the regional Western Power distribution network, with supply provided through overhead powerlines extending along Preston Beach Road into the townsite. Local distribution infrastructure within the settlement provides electricity to residential properties, community facilities and commercial premises.

Telecommunications infrastructure is also provided via services located within the road reserve corridor along Preston Beach Road and through the townsite street network.

Road Access and Transport Infrastructure

The townsite is serviced by a single primary access road via Preston Beach Road, which connects the township to the Forrest Highway. This road traverses Yalgorup National Park and crosses Lake Preston via a causeway located

immediately east of the townsite. The causeway incorporates culverts that allow for water movement beneath the roadway and represents a key infrastructure component of the transport network servicing Preston Beach.

Preston Beach Road forms the critical transport link for residents, visitors, emergency services and freight access to the township. As such, the reliability and safety of this connection are important considerations for ongoing management and resilience of the Preston Beach community.

3.4.8 Cultural Heritage

Aboriginal heritage investigations have been undertaken within the Preston Beach locality as part of archaeological and ethnographic surveys associated with the Preston Beach Townsite Strategy. These investigations included consultation with Aboriginal Elders representing the local Aboriginal community.

The broader Preston Beach area forms part of the traditional lands of the Noongar people of south-west Western Australia. Archaeological and ethnographic research indicates that Aboriginal occupation of the south-west extends back tens of thousands of years.

The lakes and wetlands of the Peel–Yalgorup system have historically formed an important cultural landscape, supporting seasonal movement, hunting and resource gathering. Heritage surveys undertaken within the Preston Beach area identified culturally significant

locations associated with freshwater sources and wetlands, including Nannup Spring, Preston Beach Spring and Yukka Swamp. These sites are associated with traditional camping, hunting and gathering activities and are considered to hold cultural significance under the Aboriginal Heritage Act 1972.

While archaeological surveys undertaken in the early 2000s did not identify registered Aboriginal heritage sites within the surveyed development areas, investigations confirmed that the broader Preston Beach landscape forms part of a wider cultural landscape associated with traditional Aboriginal use of the coastal plain and wetland systems.

The Preston Beach Management Plan does not propose any new land development; however, recognising and respecting the Aboriginal cultural heritage values of the area remains important when undertaking land management activities within the Preston Beach locality.

3.4.9 Bushfire Risk and Emergency Access

Preston Beach is located within a landscape characterised by extensive vegetation and a relatively isolated settlement pattern. These factors create an inherent bushfire risk environment that requires careful planning and management to ensure the safety of residents, visitors and emergency responders.

The Townsite Strategy and associated technical studies identified bushfire risk as a key consideration in the long-term planning of the townsite, particularly due to the interface between the existing settlement, surrounding conservation areas and coastal vegetation systems.

The townsite is bordered vegetated areas that contain continuous fuel loads capable of supporting bushfire spread under extreme weather conditions. Vegetation associated with coastal dunes, heathlands and woodland communities also contributes to elevated bushfire hazard levels within parts of the broader planning area. The presence of these fuel sources, combined with the exposed coastal climate and periodic strong easterly winds, can increase the potential for rapid fire movement toward the settlement.

A further constraint associated with bushfire risk at Preston Beach relates to the existing road network and evacuation capacity. The current townsite is primarily accessed via Preston Beach Road, which connects the settlement to Forrest Highway and the regional road network. The Townsite Strategy identified the need to consider alternative emergency access arrangements to improve evacuation capacity and reduce reliance on a single primary access route during emergency events.

Planning undertaken as part of the Townsite Strategy included development of a Fire Management Strategy which incorporates a range of mitigation measures designed to reduce



Photo: Preston Beach shore break – Chris Ziatas

bushfire risk. These measures include appropriate development setbacks from vegetation areas, the identification of neighbourhood safer places, strategic road connections to improve emergency access and the application of higher building construction standards in areas of elevated bushfire hazard.

Preston Beach has previously experienced significant bushfire events that highlight the vulnerability of the settlement to bushfire risk. In

January 2016 a major bushfire occurred in the surrounding Yalgorup National Park and coastal vegetation areas, resulting in evacuations of Preston Beach residents and visitors and temporary closure of access roads. The event demonstrated the importance of maintaining effective emergency access, evacuation planning and vegetation management within and surrounding the townsite. The experience of this event reinforces the need for ongoing consideration of bushfire risk in land management,

visitor access planning and infrastructure design within the Preston Beach coastal environment.

The bushfire risk context for Preston Beach also highlights the importance of emergency refuge planning within the townsite. Contemporary bushfire planning frameworks recognise the need to identify and maintain Neighbourhood Safer Places (Places of Last Resort) within communities located in bushfire-prone areas. These locations provide a temporary area of relative safety during a bushfire emergency where evacuation is not possible. Ongoing planning for Preston Beach should therefore consider the identification, maintenance and community awareness of appropriate Neighbourhood Safer Places in accordance with Department of Fire and Emergency Services (DFES) guidance and relevant State planning policy requirements.

While the Preston Beach Management Plan does not propose urban expansion or subdivision, bushfire risk remains an important consideration for land management, visitor access and infrastructure planning within the foreshore and coastal reserves. Management actions should continue to support appropriate vegetation management, maintain emergency access routes and ensure that visitor infrastructure is designed and located in a manner that does not increase bushfire exposure.

3.5 Planning and Legislative Framework

3.5.1 State Planning Policy

State Planning Policy No. 2.6 – State Coastal Planning Policy is the primary State planning policy guiding land use, development and management within Western Australia's coastal zone. Prepared under the *Planning and Development Act 2005*, the policy establishes a consistent, risk-based framework to ensure that coastal areas are planned and managed in a manner that protects environmental values, public safety, and long-term public benefit.

Purpose of SPP 2.6

The overarching objectives of SPP 2.6 are to:

- Protect, conserve and enhance the environmental, cultural and landscape values of the coast,
- Ensure public access to and along the coast is maintained and enhanced,
- Manage development to avoid or minimise exposure to coastal hazards, including erosion, inundation and sea level rise,
- Promote ecologically sustainable development within the coastal zone; and
- Provide clear guidance for State agencies and local governments in decision-making affecting coastal land.

A fundamental principle of SPP 2.6 is the precautionary approach, which requires coastal planning and development decisions to consider long-term coastal processes and climate change impacts over a 100-year planning horizon.

Application to Preston Beach

Preston Beach is located entirely within the coastal zone as defined by SPP 2.6 and is therefore subject to its provisions. The policy has direct relevance to the planning, development and ongoing management of Preston Beach due to the presence of:

- Dynamic dune systems and coastal landforms,
- Foreshore reserves and Crown land,
- Recreational and tourism activity concentrated near the shoreline; and
- Exposure to coastal hazards over time.

Under SPP 2.6, development at Preston Beach must be appropriately sited and designed to avoid areas subject to unacceptable coastal risk, particularly erosion and inundation. Where development is contemplated, the policy requires that it be located landward of identified coastal processes setback lines unless it can be clearly demonstrated that risks can be adequately managed and that development will not compromise coastal values or public access.

Relationship to development

SPP 2.6 does not prohibit development within coastal areas, rather, it provides a framework to ensure that development is:

- Located on suitable land having regard to coastal processes,
- compatible with the primary function of the coast as a public and environmental asset; and
- resilient to future coastal change, including sea level rise.

For Preston Beach, this means that decisions regarding new infrastructure, tourism facilities or accommodation must be informed by coastal hazard assessments, environmental considerations, and the cumulative impacts on the foreshore and dune systems. Development proposals are required to demonstrate consistency with the policy's objectives and to avoid reliance on future coastal protection works wherever possible.

Relationship to the management of the foreshore and reserves

SPP 2.6 also places strong emphasis on the role of foreshore management plans as a key tool for implementing coastal policy at the local level. The policy encourages local governments to prepare and maintain foreshore management plans that:

- Guide use and development of foreshore reserves,
- Identify and manage coastal hazards,
- Protect environmental and landscape values; and
- Support safe, equitable and sustainable public access.

At Preston Beach, SPP 2.6 underpins the management of foreshore reserves by reinforcing their primary role as areas for recreation, conservation and coastal protection. It supports adaptive management approaches, recognising that coastal conditions will change over time and that management responses may need to evolve accordingly.

Relevance to the Preston Beach Management Plan

The Preston Beach Management Plan has been developed within the policy framework established by SPP 2.6. The Management Plan does not replace the requirements of the State Coastal Planning Policy, but rather gives effect to it at a local scale by:

- Translating State policy objectives into place-specific guidance,
- Identifying areas suitable for different types of use based on coastal risk and environmental sensitivity; and

- Providing a clear basis for balancing community aspirations, tourism opportunities and long-term coastal sustainability.

In this way, SPP 2.6 forms a critical statutory foundation for both the development control and day-to-day management of Preston Beach.

3.5.2 Peel Region Scheme

The Peel Region Scheme (PRS) is the statutory regional planning framework prepared under the *Planning and Development Act 2005*. Its primary purpose is to provide a coordinated, long-term land use framework for the Peel Region by identifying regional reservations, setting broad land use zones, and protecting land required for public purposes of regional significance.

Purpose of the Peel Region Scheme

The PRS is intended to:

- Guide a coordinated land use and development at a regional scale, beyond individual local government boundaries,
- Reserve land for public purposes, such as regional open space, conservation, transport corridors and infrastructure,
- Protect areas of environmental, coastal and landscape significance,
- Support sustainable settlement patterns and regional economic development; and

- Ensure that local planning schemes and strategies are consistent with agreed regional objectives.

Where there is any inconsistency between a local planning scheme and the Peel Region Scheme, the PRS prevails.



Map: Peel Region Scheme (2025)

Application to Preston Beach

Preston Beach is located within the coastal portion of the Peel Region and is strongly influenced by the PRS due to its environmental sensitivity, foreshore setting, and relationship with regional coastal systems. Under the scheme, much of the land surrounding Preston Beach is reserved or zoned for purposes such as Regional Open Space, Parks and Recreation, or Conservation, reflecting the importance of protecting coastal foreshores and associated dune, wetland and lake systems.

These regional reservations play a critical role in:

- Safeguarding public access to the coast,
- Limiting inappropriate or premature development in environmentally sensitive areas,
- Ensuring that coastal land is managed in the public interest; and
- Providing a clear statutory basis for foreshore and reserve management by the Shire.

Relationship to development and management

The PRS establishes the strategic limits and opportunities for development at Preston Beach. While it does not regulate development at the detailed level, it sets the overarching framework within which local planning schemes, management plans, and site-specific proposals must operate. Any change in land use, rezoning, or development proposal, particularly on reserved land, must be

consistent with the intent of the PRS or be supported through a formal scheme amendment process.

In relation to the development of the Preston Beach Management Plan, the PRS is a key reference point in balancing:

- Protection of regional coastal and environmental values,
- Provision of recreation and tourism opportunities; and
- Consideration of appropriate, well-located development that supports the long-term sustainability of the townsite.

In this context the Preston Beach Management Plan does not seek to override the PRS, but rather to work within its statutory framework.

3.5.3 Shire of Waroona Local Planning Strategy and Scheme

The Shire of Waroona Local Planning Strategy (LPS) provides the overarching strategic planning framework for land use and development across the Shire, including Preston Beach. Endorsed by the WAPC in 2009, the Strategy establishes long-term planning directions, identifies areas subject to further investigation, and guides decision making under the Shire's statutory planning controls.

The Shire of Waroona Town Planning Scheme No.7 (Local Planning Scheme) gives statutory

effect to these strategic directions by regulating land use, development and subdivision through zoning, reserves, development standards and planning controls. Together the Local Planning Strategy and Scheme form the primary local planning instruments influencing development outcomes and land management at Preston Beach.

Strategic role of the Local Planning Strategy

The Local Planning Strategy identifies Preston Beach as a distinct coastal settlement with unique environmental, landscape and community characteristics. Key principles of the Local Planning Strategy that are directly relevant to the Preston Beach Management Plan include:

- Recognition of environmental constraints, including proximity to Yalgorup National Park, coastal processes, wetlands and dune systems,
- Support for limited and managed growth, subject to strategic justification and regional planning considerations,
- Emphasis on sustainability, balancing environmental protection, community needs and economic opportunities; and
- Integration of recreational and tourism, acknowledging Preston Beach's role as a coastal destination while maintaining its character.

The strategy does not pre-empt or approve urban expansion but instead establishes a framework for

investigation, ensuring that future proposals are informed by environmental, servicing, bushfire and coastal risk considerations.

Statutory framework under Town Planning Scheme No. 7

Town Planning Scheme No. 7 implements the Local Planning Strategy through statutory zoning and reserve designations that apply to Preston Beach and surrounding land.

Within the Preston Beach townsite, land is primarily zoned Urban 9 – Preston Beach, which accommodates residential development consistent with the existing settlement pattern. Surrounding areas are zoned and reserved for purposes including:

- Recreation and Conservation, particularly along the foreshore and adjoining natural areas;
- Rural and Coastal zones, reflecting environmental sensitivity and limited development capacity;
- Regional and Local Reserves, including foreshore reserves, road reserves and conservation areas.

The Scheme also incorporates special control mechanisms, environmental conditions and development requirements that are relevant to coastal management, including controls relating to:

- Coastal hazards and erosion risk;
- Protection of natural landforms and vegetation;
- Compatibility of development with surrounding environmental and recreational uses.

Importantly, TPS No. 7 does not currently provide zoning that would enable large-scale new development outside the existing townsite, reinforcing the role of strategic planning (such as a Townsite Strategy or Management Plan) as a prerequisite to any future scheme amendments



Map: Peel Region Scheme Map, Preston Beach (2025)

Relevance to the Preston Beach Management Plan

The Preston Beach Management Plan sits alongside the Local Planning Strategy and TPS No. 7, rather than replacing them. Its role is to provide place-specific guidance for the management, use and future planning of the Preston Beach area, particularly in relation to:

- Coastal foreshore management;
- Recreation and tourism use;
- Infrastructure and access;
- Environmental protection and resilience;
- Long-term sustainability of community and visitor facilities.

The Management Plan is informed by, and must be consistent with, the statutory framework established by TPS No. 7 and the strategic directions of the Local Planning Strategy. At the same time, it provides detailed guidance that can inform future strategic planning processes, including any future review of the Preston Beach Townsite Strategy or potential amendments to the Scheme.

In this context, the Preston Beach Management Plan supports a coordinated and evidence-based approach, ensuring that any future planning or development decisions align with both local planning controls and broader regional and State planning objectives.

3.5.4 Yalgorup National Park Recreation Master Plan

The Yalgorup National Park Recreation Master Plan, prepared by the Department of Biodiversity, Conservation and Attractions (DBCA), provides a strategic framework for managing visitor access, recreation use and environmental protection within Yalgorup National Park. The Plan responds to increasing visitor pressure along the Yalgorup coast and identifies the need for consistent approaches to access management, vehicle control, visitor safety and protection of sensitive coastal and wetland environments.

While the Recreation Master Plan applies only to DBCA managed land and does not have statutory effect over Shire managed reserves or the Preston Beach townsite, it provides important regional



Photo: Shire of Waroona, Martins Tank Campgrounds



Photo: Shire of Waroona, Lake Hayward

context for the management of visitor behaviour and access along the broader Yalgorup coastline.

The Preston Beach Management Plan acknowledges this regional context and seeks to align, where appropriate, with the Recreation Master Plan’s objectives by promoting compatible visitor management, clear access arrangements and protection of coastal values within Shire managed land. This alignment supports consistent visitor expectations across tenure boundaries while ensuring that decision-making for Preston Beach remains locally led and responsive to community values.

Importantly, this Management Plan does not rely on the Yalgorup National Park Recreation Master Plan to justify or constrain actions within Preston Beach. Instead, it recognises the Recreation

Master Plan as a complementary State led framework that informs regional coordination and reinforces the need for collaborative management across adjoining coastal areas.

Map: DBCA managed sites within Yalgorup National Park, Yalgorup National Park Recreation Master Plan (2020)



CHAPTER 4 – Strategic Framework

4.1 Role of the Preston Beach Management Plan

The Preston Beach Management Plan provides the overarching, place-based framework to guide the coordinated management, use and future planning of Preston Beach. It considers and builds upon a substantial body of previous studies, technical assessments, strategic documents and community engagement undertaken over many years, bringing them together into a single, integrated management document.

The Plan is intended to function as the primary guiding framework for Preston Beach management going forward. It does not replace existing statutory planning instruments or technical plans, but instead provides clear strategic direction to inform decision-making, prioritisation of actions, and allocation of resources by the Shire of Waroona and delivering partners and funding agencies.

The Preston Beach Management Plan is:

- Place-based – responding specifically to the environmental, coastal, community and townsite context of Preston Beach rather than applying generic planning approaches.
- Non-statutory but policy informing – providing strategic guidance that supports and informs decision-making under statutory instruments such as the Peel Region Scheme, the Shire of Waroona Local Planning Strategy and Scheme.
- Integrative – bringing together foreshore management, visitor management, environmental protection, tourism development, townsite considerations and community stewardship within a single coordinated framework.

Importantly, the Plan provides clarity around the scope of future planning and management at Preston Beach. It:

- Does not propose urban expansion beyond the existing Preston Beach townsite, noting that any future consideration would be contingent on a significant change in State Government Planning policy and the delivery of major enabling infrastructure, including a second access/egress route and substantial upgrades to water and sewerage services.
- Does not override or replace statutory planning instruments or State Planning Policies; and
- Guides priorities, sequencing, funding opportunities and investment, ensuring that future actions are evidence-based, aligned with community values, and responsive to environmental constraints.

In this way, the Preston Beach Management Plan operates in a similar manner to the Shire’s Strategic Community Plan, providing a long-term direction supported by a clear implementation pathway. The Plan is intended to be a living document, subject to regular monitoring, review and updating to ensure it remains responsive to changing environmental conditions, visitor patterns, community expectations and strategic priorities over time.

Through this role, the Preston Beach Management Plan provides clarity to the community, Council and stakeholders, supporting consistent, transparent and coordinated decision-making that protects the values of Preston Beach while enabling its sustainable development into the future.

4.2 Guiding Principles

The Preston Beach Management Plan is guided by a set of principles that reflect community values, environmental realities, and statutory planning requirements. These principles provide the foundation for all management directions and actions outlined in this plan and ensure that decision-making remains consistent, transparent and aligned with the long-term vision for Preston Beach.

Each guiding principle corresponds directly with the Management Plan themes set out in chapter 6 and collectively supports an integrated, place-based approach to managing Preston Beach.

Principle	Principle	Principle	Principle	Principle	Principle
1	2	3	4	5	6
<p>Visitor use of Preston Beach should be actively managed to ensure safety, protect environmental values and maintain residential amenity, while continuing to provide equitable access to the coast. Management responses should prioritise education, communication, consistent enforcement and infrastructure that guides behaviour particularly during peak periods.</p>	<p>The natural coastal environment is a defining asset of Preston Beach and must be protected and enhanced. Management decisions should be guided by a precautionary, risk-based approach that recognises coastal processes, climate change and long-term environmental sustainability, favouring adaptive and nature-based solutions over hard infrastructure where practicable.</p>	<p>Tourism development at Preston Beach should be low-impact, well-located and compatible with the area’s coastal character, environmental constraints and community expectations. Tourism initiatives should enhance the visitor experience, support the local economy and complement residential use, without compromising public access, environmental values or long-term sustainability.</p>	<p>Future change at Preston Beach should be carefully managed within the existing townsite footprint. Development and infrastructure should respect the established settlement pattern, scale and character of the townsite, respond to servicing and access constraints, and avoid outcomes that would require significant coastal protection works or undermine environmental resilience.</p>	<p>Effective management of Preston Beach relies on clear governance, strong partnerships and active community involvement. The Shire of Waroona will work collaboratively with State agencies, local groups and residents to implement this Plan, recognising the vital role of community stewardship, volunteer participation and shared responsibility in caring for Preston Beach.</p>	<p>Management decisions should be informed by sound evidence, including technical studies, monitoring data and community feedback. The plan should be implemented through staged actions and regularly reviewed to ensure it remains responsive to changing conditions, emerging risks and evolving community expectations.</p>

4.3 Opportunities and Constraints

This section outlines the key opportunities and constraints that influence the future management of Preston Beach. These factors arise from the physical environment, existing infrastructure, community values, governance arrangements and external policy settings.

The opportunities and constraints identified below provide the strategic context for the Management Plan themes introduced in Chapter 5. They are not proposed actions in themselves, but define the parameters within which future directions, priorities and investments must operate.

No.	Strategic Area	Key Opportunities	Key Constraints
4.3.1	Visitor use and access	<ul style="list-style-type: none"> Long-standing tradition of open beach access and informal recreation. Strong community stewardship and volunteer ranger presence. Improved visitor arrival experience, signage and orientation to guide behaviour. Formalised access points to improve safety and reduce environmental impact. Ability to better separate pedestrian, recreational and vehicle movements. Opportunities to support nature-based and low-impact recreation experiences. 	<ul style="list-style-type: none"> Safety risks from unmanaged interaction between vehicles and pedestrians. Limited access points and car parking capacity. Seasonal visitor peaks placing pressure on facilities and access points. Informal access tracks contributing to dune degradation. Community sensitivity to permits, fees or cost imposts. Limited enforcement capacity during peak periods.
4.3.2	Coastal and environmental setting	<ul style="list-style-type: none"> Generally stable coastline within the current planning horizon. Unique coastal location between the Indian Ocean and the Yalgorup Lakes system. Proximity to Yalgorup National Park and Peel-Yalgorup Ramsar wetlands supporting nature-based tourism and environmental education. Extensive surrounding conservation landscape including National Park, coastal reserves and lake foreshore areas. Healthy foredune systems providing natural coastal protection. Strong community support for environmental stewardship and dune rehabilitation. Established Foreshore Management Plan guiding coastal management decisions. 	<ul style="list-style-type: none"> Sensitivity of dune systems to vehicle and pedestrian damage. Environmental protection requirements associated with Ramsar wetlands and ecological habitats. Groundwater systems closely linked to the Yalgorup Lakes limiting activities that may alter hydrology or water quality. Climate change and long-term sea level rise risks. Competing recreational uses within foreshore and coastal reserves. Limited capacity for large infrastructure or hard coastal protection in environmentally sensitive areas.
4.3.3	Tourism and Visitor Economy	<ul style="list-style-type: none"> Strong historic association with low-key tourism and caravan-based visitation. 	<ul style="list-style-type: none"> Community concern about over-commercialisation and loss of character. Infrastructure servicing limitations within the townsite.

No.	Strategic Area	Key Opportunities	Key Constraints
		<ul style="list-style-type: none"> Existing visitor draw without the need for large-scale tourism infrastructure. Alignment with the Shire’s Destination Management Strategy. Potential for managed accommodation to support improved visitor behaviour and site management. Opportunities to support year-round visitation through nature-based experiences. Potential to support local businesses through modest visitor growth. 	<ul style="list-style-type: none"> Environmental and foreshore constraints limiting tourism expansion. Reliance on public land and leasing frameworks for tourism facilities. Seasonal fluctuations in visitor demand affecting economic viability. Dependence on regional tourism marketing and transport access.
4.3.4	Townsite and Land Use Context	<ul style="list-style-type: none"> Clear townsite boundaries and contained settlement footprint. Established coastal community character valued by residents. Opportunities for modest business expansion within the existing townsite. Potential for infill development and renewal within existing lots. Ability to strengthen Preston Beach as a small coastal community rather than a large tourism centre. Opportunities to improve townsite amenity and streetscape within the existing settlement footprint. 	<ul style="list-style-type: none"> State Government position limiting urban expansion and subdivision. Water and wastewater infrastructure sensitivity. Bushfire risk and emergency access and egress limitations. Limited uncommitted recreation land within the townsite. Single road access creating emergency management vulnerability. Limited capacity for large-scale tourism development within the existing townsite footprint.
4.3.5	Governance, Partnerships and Delivery	<ul style="list-style-type: none"> Strong community organisations and volunteer stewardship. Established working relationships with State agencies. Ability to leverage grant funding for coastal management and tourism projects. Alignment with the Strategic Community Plan and Foreshore Management Plan. Opportunities to strengthen partnerships in environmental stewardship and visitor education. 	<ul style="list-style-type: none"> Reliance on State Government for key infrastructure development and approvals. Limited local government financial capacity for major infrastructure investment. Multiple land tenures and agency responsibilities across the Preston Beach area. Long lead times for infrastructure planning and delivery. Regulatory requirements associated with coastal, environmental and heritage approvals.

CHAPTER 5 – Management Plan Themes

This chapter sets out the key management themes that guide the future management, use and development of Preston Beach. These themes reflect a synthesis of community feedback, technical studies, strategic planning documents and statutory requirements reviewed as part of the preparation of this Management Plan. Together, they provide a clear and integrated framework for responding to current issues, managing future pressures and protecting the values that define Preston Beach.

The Management Plan themes are not standalone strategies. Rather, they represent interconnected areas of focus that collectively support a balanced, place-based approach to managing Preston Beach. Each theme articulates the key issues, desired outcomes and strategic directions that inform the prioritisation of actions defined in the Action Plan at the end of this document.

The themes have been deliberately framed to:

- Respond directly to consistent community priorities identified through multiple engagement processes over recent years,
- Align with relevant State, regional and local planning and management frameworks, including coastal planning policy,
- Provide clarity around what is supported, what is constrained, and what is not proposed at Preston Beach; and
- Support practical, staged implementation by the Shire of Waroona in partnership with the community and other stakeholders.

The Management Plan themes recognise that Preston Beach is a valued coastal place with finite environmental capacity and a strong community identity. Accordingly, the focus of this plan is on managing use and change within the existing townsite footprint, protecting coastal and environmental values, and supporting appropriate visitor and tourism activity that aligns with the area’s character and long-term sustainability. The themes are outlined below and form the structure for the Action Plan that follows:



Each theme is addressed in turn, providing the strategic context for the actions required to achieve the vision and objectives of the Preston Beach Management Plan.



Focus

- Visitor behaviour
- Safety
- Access management
- Amenity protection



Photo: Shire of Waroona, Preston Beach Volunteer Rangers

Purpose of the theme

Visitor Management is a central theme of the Preston Beach Management Plan, reflecting Preston Beach's dual role as a valued residential community and a highly accessible coastal destination. The purpose of this theme is to ensure that visitor access and use of the beach and foreshore are managed in a way that protects public safety, environmental values and residential amenity, while continuing to provide equitable public access to the coast.

This theme establishes the strategic framework for managing visitor behaviour and access over time. It recognises that unmanaged or poorly directed visitation can undermine the qualities that make Preston Beach unique and therefore requires proactive, consistent and adaptable management approaches that balance community expectations, visitor experience and environmental constraints.

Key Issues and Pressures

Community engagement and technical studies consistently identify visitor-related pressures as one of the most significant management challenges at Preston Beach. These pressures are most pronounced during peak holiday periods but can also occur at other times due to the largely unrestricted nature of beach access.

Key issues include:

- Unsafe interactions between vehicles and pedestrians on the beach and at access points.
- Antisocial behaviour associated with some four-wheel drive use, including speeding, driving outside designated areas and damage to dunes.
- Congestion at beach access points and the main car park during peak periods of high visitation.
- Inadequate capacity and condition of foreshore amenities, with existing toilet and associated facilities being aged and no longer able to adequately service current visitor numbers, particularly during peak periods.
- Informal camping and extended vehicle stay impacting residential amenity and foreshore condition.
- Community perceptions regarding free RV parking and cost to the community; and
- Cumulative impacts on dune systems, vegetation and beach amenity from unmanaged access.

While visitation is generally welcomed by the community, there is strong and consistent support for clearer rules, better access control and more active management to ensure visitor behaviour aligns with coastal setting and community expectations.

Desired Outcomes

The desired outcomes for Visitor Management at Preston Beach are to:

- Maintain safe and equitable access to the beach for all users.
- Reduce conflict between vehicles and pedestrians.
- Improve visitor behaviour through clear expectations, education and consistent management.
- Protect environmental values and coastal landforms from avoidable damage.
- Safeguard residential amenity and the low-key coastal character of Preston Beach.
- Ensure visitor infrastructure and amenities are fit for purpose, appropriately scaled and capable of servicing peak visitation demands; and
- Support a positive and respectful visitor experience that aligns with community values.

Strategic Management Directions

a. Proactive and Visible On-Ground Management

Visitor management should be proactive rather than reactive, with a clear and visible management presence during peak periods. Education, signage and ranger engagement are to be prioritised to influence behaviour before enforcement becomes

necessary, supporting a culture of respectful use consistent with Preston Beach's long-standing recreational traditions.

b. Managed and Equitable Access to the Beach

Maintaining access to the beach is a fundamental part of Preston Beach's history, identity and appeal. For generations, open and informal access has shaped the community's relationship with the coast and remains highly valued by residents and visitors alike. Wherever practicable, management approaches should seek to retain this traditional access model while addressing contemporary safety, environmental and amenity challenges.

Visitor management at Preston Beach does not occur in isolation. The beach forms part of a broader coastal recreation system extending into adjoining DBCA-managed land within Yalgorup National Park and neighbouring local government areas. Regional planning undertaken by DBCA recognises increasing visitor pressure, unmanaged vehicle access and safety conflicts as shared challenges along the Yalgorup coast.

This Management Plan responds to those regional issues at a local scale by establishing place-specific access, behaviour and amenity management measures that align with, and complement, broader State land management objectives, while remaining grounded in Preston

Beach's unique community context and land tenure arrangements.

At the same time, unmanaged vehicle access has been identified as a contributor to safety risks, environmental damage and amenity impacts. The Shire will therefore investigate a range of access management options that balance continued access with responsible use, without creating an undue financial impost on Council or local ratepayers.

A permit-based access system has been discussed and, while it is not the preferred or default management approach, it may be considered as one of several possible tools if required to effectively manage behaviour, improve safety and protect environmental values, particularly during peak visitation periods. Any consideration of a permit system would need to be carefully designed to ensure it is proportionate, equitable, cost-effective and consistent with community expectations.

Access management options to be explored may include, but are not limited to:

- Enhanced education, signage and on-ground presence to influence behaviour.
- Seasonal or conditional access controls during high-risk periods.
- Clear delineation of access points and permitted driving areas.

- Targeted enforcement aligned with Local Law provisions; and
- Investigation of permit or registration-based systems only where other measures provide insufficient.

Any changes to beach access arrangements will be informed by further assessment, cost considerations and community consultation prior to implementation.

c. Behavioural Management Through Clear Rules and Expectations

Visitor behaviour should be guided primarily through clear expectations, education and consistent messaging that reinforces Preston Beach’s shared use environment. Enforcement mechanisms will support, rather than replace, education-based approaches and will be applied proportionately to protect safety, amenity and environmental values.

d. Protection and Renewal of Visitor Amenity Infrastructure

Visitor amenity infrastructure, particularly within the foreshore car park and primary beach access area, plays a critical role in shaping visitor behaviour, safety and overall experience. Recent upgrades to barbeque and playground facilities have improved recreational amenity and

demonstrate Council’s commitment to maintaining key foreshore assets. However, other core amenities in this location are aged and have not adequately serviced visitor demand for a number of years, contributing to ongoing pressures during peak periods.



Photo: Kelly Doye, Fishing Preston Beach

Strategic renewal of the foreshore car park and amenity precinct is therefore required to improve functionality, accessibility and capacity while protecting surrounding dune systems and foreshore values. This renewal also presents an opportunity to provide appropriate, low-impact facilities to support on-ground management functions, including provision for Volunteer Ranger operations such as secure storage for vehicles, equipment and all-terrain vehicles where appropriate.

Given the scale of works and the Shire’s financial constraints, any future foreshore redevelopment

would be expected to be supported through external grant funding and partnership opportunities where available. Upgrades will be guided by principles of low-impact design, consolidation of access, improved accessibility and alignment with the Foreshore Management Plan to ensure amenity improvements support, rather than undermine, the natural coastal setting.

e. Integration With Environmental and Amenity Objectives

Visitor management decisions will be closely aligned with environmental and coastal management objectives, recognising that access, behaviour and amenity are interconnected. Management responses will seek to minimise environmental damage while maintaining the relaxed, low-key coastal experience valued by the community.

f. Adaptive and Evidence-Based Approach

Visitor management at Preston Beach will remain adaptive and responsive, informed by monitoring, community feedback and changing visitation patterns. Management tools may evolve over time to ensure visitor behaviour is effectively managed without unnecessarily restricting access or imposing unreasonable costs on Council and the community.



Focus

- Dune systems.
- Foreshore reserves.
- Coastal Hazards.
- Climate Adaption.



Photo: Shire of Waroona, Preston Beach

Environmental Values

Preston Beach’s environmental values are defined by an interconnected coastal system comprising sandy beaches, vegetated foredunes, inland dune swales and adjoining conservation areas. The foreshore supports regionally significant dune systems, including the Spearwood and Quindalup dune formations, which provide essential ecological, landscape and protective functions. These systems contribute to habitat connectivity with nearby wetlands and Yalgorup National Park and underpin the scenic and natural character valued by both residents and visitors.

Foreshore reserves also play an important social and environmental role by accommodating low-impact recreation while buffering sensitive coastal environments from development pressure. Protecting the integrity of these natural systems is fundamental to maintaining Preston Beach as a low-key, nature-based coastal settlement.

Coastal risk context

Technical investigations undertaken as part of the Preston Beach Foreshore Management Plan confirm that the coastline has remained generally stable over recent decades, with no evidence of significant long-term shoreline recession. Within the ten-year planning horizon to 2030, the risk of widespread erosion or inundation affecting major assets is considered low, with potential impacts largely limited to vehicle access tracks and low-

lying areas near the main car park during severe storm events.

The coast is micro-tidal, meaning storm surge, wave action and atmospheric pressure play a greater role in coastal processes than tidal variation. While erosion following major storm events may occur, these impacts are expected to be episodic and short-lived rather than progressive. The existing foredune system, generally cresting at approximately 5 metres AHD, continues to provide an effective natural buffer for the townsite and foreshore infrastructure.

Management priorities

Environmental and coastal management at Preston Beach prioritises the protection and function of dune systems as the primary defence against coastal hazards. Maintaining vegetative cover, managing informal access and preventing damage from vehicles and pedestrian traffic are essential to sustaining dune integrity and long-term coastal stability.

The environmental values of Preston Beach are part of a wider coastal and wetland system extending into Yalgorup National Park. Regional planning for the park emphasises the protection of dune systems, minimisation of informal access and avoidance of cumulative recreational impacts on sensitive coastal environments. While detailed environmental management of DBCA managed land is addressed through separate State led planning processes, this Management Plan

supports those objectives by prioritising compatible use, access control and dune protection measures within Shire managed foreshore reserves, ensuring consistent outcomes across land tenure boundaries.

Foreshore reserves will continue to function as multi-purpose spaces that balance environmental protection with public access and recreation. Even where immediate coastal risk is low, unmanaged or incompatible uses can incrementally erode environmental values over time. As visitation increases, proactive and coordinated management is required to prevent cumulative impacts on dunes, vegetation and coastal landforms.

Within this context, the ongoing use of land near the main car park for green waste storage requires strategic consideration. While this facility has supported dune brushing and stabilisation activities, the capacity of the dune system to absorb additional material is increasingly constrained. In addition, the site is located on land reserved for recreation and has been identified in previous strategic work as having potential future visitor-related use.

This Management Plan establishes the basis for reviewing and rationalising green waste storage to

ensure it remains aligned with environmental outcomes, reserve purpose, visual amenity and long-term land use priorities.

Climate adaptation is a further priority under this theme. While sea level rise is expected to be modest in the foreseeable future, longer-term projections reinforce the need for a precautionary and adaptive approach over a 50 to 100-year timeframe. Protecting natural buffers, avoiding reliance on hard coastal protection measures and retaining flexibility in foreshore land use are central to long-term resilience.

Relationship to the Foreshore Management Plan

This theme is informed by, and aligned with, the Preston Beach Foreshore Management Plan (2021), which provides the detailed technical assessment of coastal processes, erosion and inundation risk, and environmental values.

The Preston Beach Management Plan does not duplicate this technical work. Instead, it integrates the Foreshore Management Plan's findings into a broader, place-based framework that considers environmental management alongside visitor behaviour, access, amenity, tourism and community expectations.

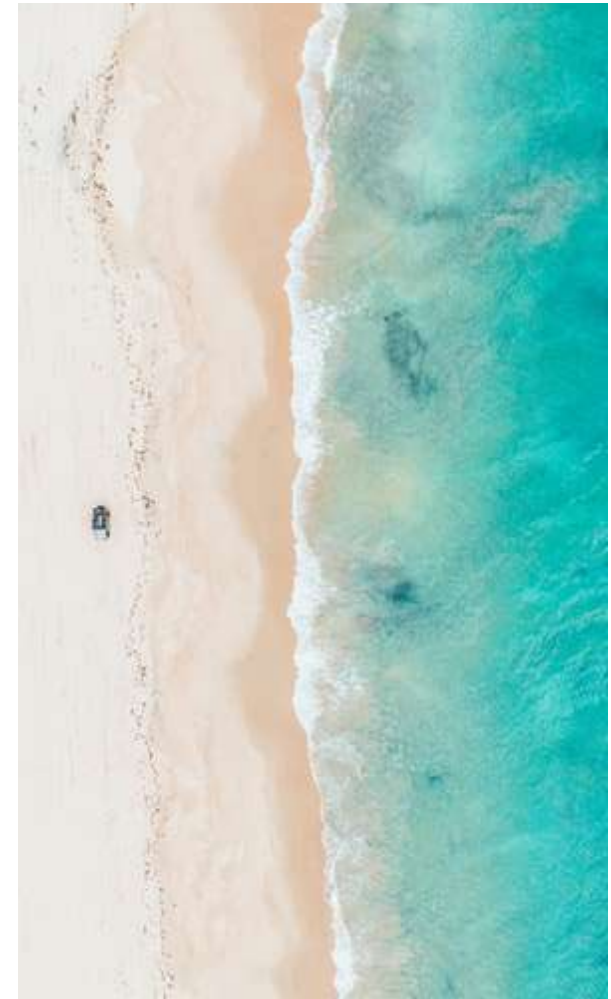


Photo: Josh Cowling, Preston Beach Drone View



Theme 3
Tourism Development & Visitor Economy

5.3

Focus

- Low-impact tourism
- Coastal experience
- Alignment with the Destination Management Strategy and Action Plan



Photo: Footprints Resort, Preston Beach

Role of tourism at Preston Beach

Tourism plays an important but secondary role in the life of Preston Beach. Unlike larger coastal destinations, Preston Beach has not developed as a commercial tourism hub, and this remains a defining quality valued by the community. Tourism activity has traditionally been characterised by informal, family-based visitation, seasonal use and a strong connection to the natural coastal environment.

Historically, the original caravan park was central to this experience, functioning as both visitor accommodation and a social focal point that supported interaction between residents and visitors. For many in the community, the caravan park represents the essence of Preston Beach’s coastal holiday character and remains an important reference point in shaping contemporary expectations.

The Management Plan recognises that appropriately planned tourism can support the local economy, improve the viability of services and facilities and strengthen the Shire’s broader coastal offer. Well-located and well-managed tourism infrastructure can also contribute to improved visitor behaviour by providing structure, clarity and appropriate alternatives to informal or unmanaged use.

Tourism at Preston Beach is therefore framed as a complementary activity that supports community life and environmental values rather than driving intensification or change in scale.

Appropriate tourism development

Tourism development at Preston Beach must be low-impact, well-located and consistent with the town’s existing scale and identity. Community feedback consistently supports tourism that respects environmental constraints, avoids over-commercialisation and does not compromise residential amenity or foreshore access.

Appropriate tourism development is characterised by compatibility with the natural environment, sensitivity to scale and visual impact, and alignment with reserve purpose and long-term land management objectives. Within this framework, tourism activation is also recognised for its role in improving the management of visitation by directing activity to appropriate locations and reducing pressure on sensitive areas.

Accommodation principles

A consistent theme across studies and engagement is the long-standing community desire for a caravan park or similar low-key visitor accommodation. The Management Plan recognises both this aspiration and the role that appropriate accommodation can play in supporting orderly visitation and positive visitor behaviour.

The Shire intends to initiate the process to re-establish a caravan park at Preston Beach, subject to further investigation, staging and statutory approvals. Consistent with previous studies, the preferred approach is for any future caravan park to be located on leased Crown reserve land to ensure long-term public benefit, certainty of use and alignment with community expectations.

The two Crown reserves located to the north-east of the main car park are identified as appropriate for further consideration, noting their location, reserve purpose, relationship to the townsite and consistency with existing planning frameworks.

Rather than identifying a final outcome, the Management Plan establishes principles to guide future investigation, ensuring accommodation is low-impact, avoids sensitive coastal systems, supports visitor management and aligns with environmental, access and servicing constraints.

Visitors experience enhancement

Visitor experience enhancement focuses on quality rather than quantity. Emphasis is placed on improving arrival, orientation, access and behaviour rather than increasing visitor numbers. Alignment with the Shire's Destination Management Strategy ensures Preston Beach is positioned as part of the coastal precinct within a broader, nature-based visitor offering.

Strategic intent

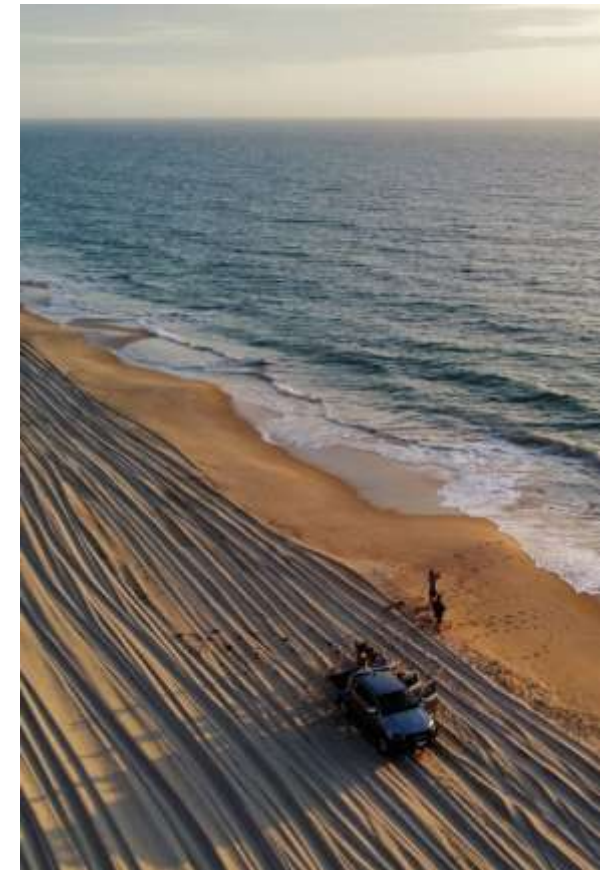
Regional visitor planning identifies the Yalgorup coast as a nature-based recreation destination where visitor experience quality is dependent on environmental protection, clear access arrangements and well-managed use rather than increased visitation volume.

In this context, tourism at Preston Beach is intentionally positioned as a low-key, complementary component of the broader coastal visitor offering. The Management Plan supports tourism outcomes that enhance structure, behaviour and amenity while avoiding intensification that would place pressure on sensitive coastal systems or undermine community character.

Tourism development at Preston Beach is intentionally modest, place-led and deliberate. By

acknowledging the historical role of the original caravan park while applying contemporary environmental and planning principles, tourism remains a balanced and sustainable contributor to Preston Beach's future.

Photo: Mike Walmsley, Preston Beach by drone



Theme 4



Townsite
Development
& Land Use



5.4

Focus

- Existing townsite
- Built form
- Infrastructure
- Land use certainty



Photo: Preston Beach Community Centre

Existing settlement pattern

Preston Beach is a small, clearly defined coastal townsite characterised by its original historical settlement to the south and the subsequent expansion to the north of Mitchell Road. Together, these areas form a compact coastal village with low-density residential development and a strong physical and visual relationship with the surrounding natural landscape.

The existing settlement pattern reflects Preston Beach’s origins as a holiday village, characterised by modest housing, informal streetscapes and a limited range of community and commercial facilities. Original beach shack-style dwellings remain a defining feature of the southern portion of the townsite, contributing to its historic character and sense of continuity. More recent beachside housing has been introduced over time through incremental development, resulting in a diverse yet cohesive mix of building forms. This blend of old and new reinforces Preston Beach’s informal, evolving coastal identity.

The older southern section of the townsite, the location of the majority of the original Preston Beach syndicate land, is situated on undulating terrain, with housing designed to respond to hillside slopes and natural contours. Many dwellings in both the southern and northern areas enjoy coastal views to the west or outlooks over Lake Preston to the east, strengthening residents’

connection to the surrounding environment and contributing to the townsite’s high amenity value.

The townsite is bounded by coastal reserves, conservation areas and land subject to environmental and planning constraints, creating a clear and deliberate edge between developed land and surrounding natural areas. This containment has played a key role in preserving Preston Beach’s low-key character, limiting urban sprawl and protecting the environmental values that define the town’s setting.



Photo: Shire of Waroona, Preston Beach Residential Street.

Recreation is a defining element of land use within the townsite. A significant portion of formal recreation land is occupied by the Preston Beach Golf Course, which provides an important social, recreational and community function for both residents and visitors. Outside the golf course, opportunities for additional recreational uses within the townsite are limited, and competing demands on public land must be carefully balanced to ensure alignment with community needs, reserve purposes and long-term land use objectives.

Growth and Change

Growth and change at Preston Beach is expected to occur in a limited, incremental and carefully managed manner within the existing townsite footprint. The settlement is clearly defined and physically contained by coastal reserves, conservation areas and land subject to environmental and planning constraints. These boundaries establish a permanent and deliberate edge to development and play a critical role in protecting Preston Beach's low-key coastal character and surrounding natural values.

No urban expansion beyond the existing townsite is proposed or supported under this Management Plan. This position reflects established State and regional planning outcomes, including the Western Australian Planning Commission's decision not to support the Draft Preston Beach Townsite Strategy or associated scheme amendments, based on strategic, environmental, infrastructure and bushfire risk considerations. Future change is therefore anticipated to occur primarily through modest infill, renovation and replacement of existing dwellings over time within the current townsite footprint, consistent with Preston Beach's evolution from a seasonal holiday settlement to a small, permanent coastal community.

This gradual pattern of change reflects the town's history, where older beach shack-style dwellings co-exist with more contemporary housing forms. Rather than large-scale redevelopment or

intensification, growth is expected to be incremental and responsive to site conditions, landscape context and existing neighbourhood character. The Management Plan supports this organic evolution, provided it does not erode the visual openness or coastal amenity that define Preston Beach.

Change within the townsite must recognise infrastructure capacity, environmental constraints and community expectations. While the Shire of Waroona is generally supportive of small-scale, low-impact subdivision within the existing townsite where it aligns with local character and infrastructure capacity, such development is subject to State Government approval. At present, subdivision and intensification are not supported by the State Government due to constraints associated with sewer sensitivity, water infrastructure capacity and servicing limitations.

Accordingly, development pressure that would require significant upgrades to access, servicing or coastal protection infrastructure is not anticipated under the current planning framework. Any future consideration of growth beyond incremental change would be dependent on changes to State Government policy positions and the provision of supporting infrastructure, which is not a present consideration.

In this context, the Preston Beach Management Plan reinforces a settlement model focused on consolidation rather than expansion, sensitive

adaption rather than transformation, and long-term stewardship of both the built and natural environment.

Character and Design Principles

The built form and design of development within Preston Beach should continue to reflect its coastal village character.

Community feedback consistently highlights the importance of retaining a low-scale, informal and visually understated built environment that sits comfortably within the surrounding landscape.

Key design principles to guide future development and upgrades include:

- Low-rise, low-density development consistent with existing scale.
- Simple, coastal-appropriate materials and forms.
- Minimal visual dominance within streetscapes and reserves.
- Integration with natural features and vegetation; and
- Protection of coastal amenity.

Commercial activity within Preston Beach is currently limited to two established businesses, the Preston Beach General Store and Footprints Resort, which includes a restaurant. The Management Plan recognises opportunities for modest expansion or diversification of existing businesses to support tourism activation, improve services and enhance visitor experience, provided such changes are consistent with local character and amenity.



Photo: Shire of Waroona, Preston Beach General Store

Requests from the community for additional recreational facilities, including a dog park, are acknowledged. Given the limited availability of uncommitted recreation land, any consideration of new recreational uses must be carefully assessed in terms of land availability, compatibility with surrounding uses, and alignment with reserve purposes.

Infrastructure considerations

Infrastructure capacity is a key constraint influencing land use and development at Preston Beach. Sewerage, water supply, road access and emergency egress all limit the scale and intensity of development that can be supported within the townsite. These constraints reinforce the need for a cautious and managed approach to change.

The Management Plan recognises that future initiatives, including tourism activation or enhancement of facilities, must work within existing infrastructure capacity or be staged to align with feasible upgrades. In particular:

- No assumptions are made regarding sewer or water infrastructure upgrades.
- Access and emergency management considerations remain critical; and
- Investment should prioritise upgrades that improve safety, amenity and functionality.

By acknowledging these constraints, the Plan ensures that townsite development remains realistic, deliverable and aligned with long-term sustainability.

Strategic Intent

The containment of the Preston Beach townsite is reinforced by surrounding conservation and reserve land managed under State and regional planning frameworks. Regional land management

planning for Yalgorup National Park confirms the long-term role of these surrounding areas for conservation and low-impact recreation, rather than urban expansion. This broader planning context provides a clear and enduring boundary to development and informs the long-term management of Preston Beach as a contained coastal settlement.

Under this theme, townsite development and land use at Preston Beach is guided by certainty, containment and enhancement. The Management Plan provides a clear framework that:

- Operates within the existing townsite footprint;
- Protects Preston Beach’s established character, scale and identity;
- Supports appropriate use, adaptation and renewal of existing land and businesses; and
- Aligns land use decisions with infrastructure capacity, environmental constraints and regional planning objectives.

By focusing on consolidation rather than outward growth, and enhancement rather than transformation, this approach ensures that Preston Beach continues to evolve in a way that strengthens its community, protects its coastal and environmental setting, and delivers practical, place-based outcomes that are consistent with both local aspirations and broader regional objectives.



Focus

- How is the plan delivered?
- Who is responsible?
- Community Partnership.



Photo: Shire of Waroona, Preston Beach Foreshore Upgrades

Roles and responsibilities

Effective delivery of the Preston Beach Management Plan relies on clear governance arrangements and a shared understanding of roles and responsibilities across multiple levels of government, service providers and the local community.

The Shire of Waroona is responsible for the day-to-day management of Preston Beach, including foreshore reserves, public infrastructure, local roads, visitor behaviour management and community facilities. The Shire also plays a coordinating role in implementing this Management Plan by setting priorities, advocating for investment, seeking grant funding, and working collaboratively with State agencies and stakeholders.

However, many of the strategic constraints and opportunities affecting Preston Beach sit beyond local government control. Matters such as major infrastructure upgrades, subdivision approval, servicing capacity, regional access and emergency egress are subject to State Government policy, agency approval and investment decisions. The Management Plan recognises this shared responsibility and is structured to align local actions with broader State and regional frameworks.

Partnerships and Interagency Coordination

The effective management of Preston Beach requires ongoing coordination between the Shire of Waroona, State agencies and neighbouring local governments. Preston Beach forms part of a broader coastal recreation and conservation system extending into DBCA-managed land within Yalgorup National Park and across local government boundaries. Regional planning for Yalgorup National Park highlights the importance of consistent visitor messaging, access management and compliance across tenure boundaries to achieve meaningful and lasting outcomes.

This Management Plan provides the local implementation framework to support that coordination. It enables shared regional priorities to be translated into practical, place-based actions within Shire-managed land, while respecting the statutory roles, responsibilities and management frameworks of State agencies and adjoining authorities.

Strong partnerships are essential to achieving the objectives of the Preston Beach Management Plan.

Key partnerships include:

a. State Government Agencies

The Shire works closely with State Government agencies, including the Department of Planning, Lands and Heritage, Department of Biodiversity, Conservation and Attractions (DBCA), Water Corporation, Department of Fire and Emergency Services (DFES) and the Western Australian Planning Commission. These agencies play a critical role in decisions relating to land use planning, coastal management, environmental protection, servicing infrastructure, bushfire risk and emergency access.

Future consideration of matters such as infrastructure upgrades to sewerage and water systems, or the investigation of a second egress to and from Preston Beach, will require State Government support, technical assessment and funding. The Management Plan provides a strategic framework to support advocacy and coordination on these matters but does not assume their delivery.



Photo: Shire of Waroona, Preston Beach Fire Shed Opening

b. Department of Biodiversity, Conservation and Attractions (DBCA)

Yalgorup National Park forms a significant part of the surrounding landscape and visitor experience at Preston Beach. Ongoing collaboration with DBCA is essential to ensure consistent management of visitor behaviour, access, environmental protection and enforcement across tenure boundaries. Coordinated approaches to signage, education, access management and visitor messaging are particularly important where foreshore and national park use intersect.

c. Neighbouring local governments

The Shire will continue to engage with neighbouring local governments where regional issues arise, including coastal access, emergency management, visitor movement and potential long-term considerations for alternative access routes. While no additional egress is currently proposed, regional collaboration provides an important forum for information sharing and strategic alignment should circumstances change.

Funding Partnerships and Investment

Delivery of the Preston Beach Management Plan will be dependent on a combination of Shire resources, external funding and strategic partnerships. Given the scale, complexity and coastal setting of many proposed initiatives, the Shire recognises that delivery of key actions, particularly those relating to foreshore upgrades, visitor infrastructure, environmental management

and access improvements, will require support beyond Council’s operational budget.

The Shire will actively pursue funding partnerships with State and Commonwealth Government agencies, regional organisations and relevant funding bodies to support implementation of priority actions. This includes, but is not limited to, grant programs related to coastal management, tourism infrastructure, environmental restoration, climate adaptation, community facilities, accessibility and emergency management.

Key funding and partnership considerations include:

- Alignment of proposed projects with State and regional policy priorities to strengthen funding eligibility;
- Collaboration with State agencies to support co-funded infrastructure and management initiatives;
- Staging of projects to match funding availability and delivery capacity; and
- Leveraging community and volunteer contributions where appropriate to complement funded works.

The Management Plan provides the strategic justification and policy framework required to support funding applications and advocacy. While the Plan identifies priority initiatives, implementation will be subject to funding availability, partnership arrangements and Council

decision-making through annual budgeting processes.

By adopting a partnership-based funding approach, the Shire seeks to deliver improvements at Preston Beach in a financially responsible manner that minimises impacts on ratepayers while maximising long-term community and environmental benefit.

Community Partnership and Stewardship

Community stewardship is a defining strength of Preston Beach and a critical component of effective governance. Local volunteer groups, including the Preston Beach Volunteer Ranger Program, Progress Association, Fire Brigade and other community-led initiatives, play an active role in caring for the environment, supporting visitor management and fostering community connection.

The Shire recognises the value of these partnerships and is committed to supporting community involvement through collaboration, information sharing and practical support where appropriate. The Management Plan reinforces a shared-care model, where formal regulatory frameworks are complemented by local knowledge, volunteer presence and community pride in place.

Compliance and Enforcement

Compliance and enforcement form an important part of effective management but are most

successful when integrated with education and clear communication. The Shire's approach to compliance at Preston Beach emphasises:

- Clear and consistent rules supported by signage and education;
- A visible on-ground presence, particularly during peak periods; and
- Proportionate enforcement focused on safety, environmental protection and amenity.

Enforcement actions will be aligned with local laws, foreshore management objectives and State legislation, and will support, not replace, broader visitor management and education initiatives.

Monitoring, Review and Adaptive Management

The Preston Beach Management Plan is intended to be a living document. Its implementation will be monitored through ongoing observation, community feedback, incident reporting and review of visitation patterns and environmental conditions.

The Shire will periodically review progress against the Action Plan, adjusting priorities and responses where necessary to reflect changing circumstances, emerging risks or new opportunities. This adaptive approach mirrors the Shire's Strategic Community Plan framework and ensures that management remains responsive,

evidence-based and aligned with community expectations.

Through clear governance, strong partnerships and shared stewardship, the Management Plan provides a practical and collaborative pathway to managing Preston Beach sustainably into the future.

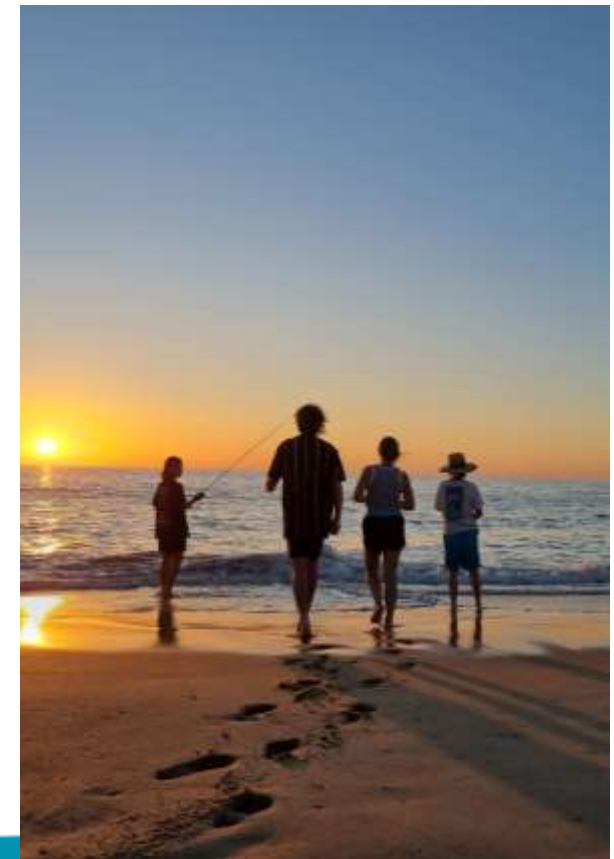


Photo: Nathan Nottle, Sunset Fishing at Preston Beach

CHAPTER 6 – Action Plan and Implementation Framework

The Preston Beach Management Plan is supported by a structured implementation framework designed to translate strategic directions into practical, staged actions over time. Actions identified in the Plan have been drawn from previous studies, technical plans and community engagement outcomes and refined to ensure they are deliverable, coordinated and aligned with the Shire's broader strategic and financial planning processes.

Each action has been prioritised having regard to urgency, potential impact, risk, resource availability and alignment with community expectations. This approach enables the Shire to manage competing priorities, respond proactively to emerging issues and opportunities, and ensure that implementation remains realistic and sustainable.

Actions are grouped into four priority levels to guide sequencing, budgeting and decision-making. This prioritisation supports staged delivery and ensures that high-risk or high-impact matters are addressed early, while allowing flexibility for longer-term initiatives.

Level	Label	Definition
1	Immediate / High	Critical to effective management outcomes and risk mitigation. Intended for delivery within 0 to 12 months.
2	Short-term / Medium	Important actions that support priority outcomes but are not time critical. Intended for delivery within 12 to 24 months.
3	Medium-term / Low	Actions that contribute to longer term improvement or preparedness. Intended for delivery within 24 to 36 months.
★	Ongoing / Opportunistic	Continual or adaptable actions as resources allow.

To assist with implementation planning, actions are also marked to identify key dependencies that may affect delivery timing. These indicators highlight where actions rely on factors beyond routine operational capacity.

Icon	Label	Definition
\$	Funding dependent	Delivery is contingent on securing external grant funding or co-investment.
👤	Resource dependent	Delivery requires additional internal resourcing, specialist expertise or staffing capacity.

The delivery of each project/action over the next six years has been considered and categorised using three indicators:

Icon	Label	Definition
●	Plan	Action is in the planning, investigation or concept development stage.
●	Action	Action is actively being implemented or progressed.
●	Monitor / Review	Action is being monitored, refined or has achieved its intended outcome

Together, these indicators provide a clear and consistent framework for tracking progress, reporting to Council and the community, and adapting priorities over time.

Theme 1 Visitor Management

Obj 1.1 Maintain safe and equitable access to the beach for all users.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
1.1.1	Maintain clearly defined pedestrian and vehicle beach access points, including fencing, delineation and regular maintenance.	★	DIS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
1.1.2	Continue demarcation of swimming and non-vehicle areas on the beach using low-impact methods.	★	DIS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
1.1.3	Review location, condition and safety of vehicle access tracks to reduce conflict and storm vulnerability.	★	DIS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
1.1.4	Improve universal access outcomes through staged investigation of accessible paths and view opportunities consistent with Foreshore Management principles.	3 \$	DIS			● Plan	● Plan	● Plan	● Action

Obj 1.2 Reduce conflict between vehicles and pedestrians.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
1.2.1	Strengthen signage, education and on-ground presence at beach entry points to reinforce shared use expectations, speed limits, pedestrian priority areas and vehicle exclusion zones.	1	DIS	● Plan	● Action	● Monitor	● Monitor	● Monitor	● Monitor
1.2.2	Continue and, where required, strengthen enforcement of vehicle exclusion zones adjacent to swimming areas and high pedestrian use locations.	★	DIS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
1.2.3	Investigate/trial options for monitoring and managing vehicle access to the beach, including: <ul style="list-style-type: none"> • Permit-based systems (resident, visitor or seasonal); • Paid access or contribution-based models to support management costs; • Number plate recognition or registration-based monitoring; and • Hybrid approaches combining education, monitoring and targeted enforcement. 	2 \$	DCDS	● Plan	● Plan	● Action	● Action	● Monitor	● Monitor

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
1.2.4	Assess the operational, financial, equity and community impacts of vehicle access management options, including implementation costs, enforcement requirements, exemptions and consistency with Preston Beach's low-key access traditions.	2	DCDS	● Plan	● Plan	● Action	● Action	● Monitor	● Monitor
1.2.5	Undertake community consultation prior to implementation of any new vehicle access monitoring or control mechanism to ensure approaches are proportionate, cost-effective and aligned with community expectations.	2	DCDS	● Plan	● Plan	● Action	● Action	● Monitor	● Monitor

Obj 1.3 Improve visitor behaviour through clear expectations, education and consistent management.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
1.3.1	Install and maintain targeted educational signage, supported by a broader visitor awareness campaign, to promote appropriate 4WD behaviour, dune protection and responsible waste management.	1 \$	DCDS/DCS	● Plan	● Action	● Action	● Monitor	● Monitor	● Monitor
1.3.2	Continue to support the role of Preston Beach Volunteer Ranger Program as a key education and engagement mechanism.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
1.3.3	Ensure compliance activities remain proportionate, education-led and focused on safety and environmental protection.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor

Obj 1.4 Safeguard residential amenity and Preston Beach's low-key character.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
1.4.1	Monitor and manage informal camping and extended vehicle stays impacting residential amenity.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
1.4.2	Continue communication with the community regarding free RV provisions and self-contained vehicle requirements.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
1.4.3	Ensure visitor management measures avoid unnecessary financial imposts on Council and ratepayers.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor

Obj 1.5 Ensure visitor infrastructure and amenities are fit for purpose and capable of servicing peak demand.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
1.5.1	Prepare a staged concept plan for renewal of foreshore car park and amenity precinct integrating access design, pedestrian safety, disability access, dune protection, visitor flow and logical staging to match funding availability.	3 \$	Exec			● Plan	● Action		
1.5.2	Undertake a car parking and peak demand assessment to establish a baseline and inform the concept plan. Include assessment of overflow behaviour (informal parking).	3	Exec		● Plan	● Action			
1.5.3	Identify and assess options for additional parking capacity and improved layout efficiency.	3	Exec			● Plan	● Action		
1.5.4	Prioritise replacement or upgrade of ageing toilet and amenity facilities to meet current demand, improve accessibility, and reduce peak-period operational pressures, including servicing requirements (water, wastewater, cleaning/maintenance), resilience to peak loads, and siting consistent with environmental constraints.	2 \$	Exec			● Plan	● Action		
1.5.5	Investigate inclusion of low-impact facilities to support Volunteer Ranger operations (storage, vehicles, equipment).	3 \$	Exec				● Plan	● Plan	● Action
1.5.6	Actively pursue external grant funding to support foreshore infrastructure upgrades, including packaging 'shovel ready' stages with concept designs, cost estimates, and alignment to the Preston Beach Management Plan.	2	DCDS	● Plan	● Plan	● Plan	● Plan	● Plan	● Plan

Theme 2 Environmental and Coastal Management

Obj 2.1 Protect and enhance dune systems and coastal landforms.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
2.1.1	Continue dune stabilisation, revegetation and brushing programs where required.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
2.1.2	Maintain access controls to prevent informal vehicle and pedestrian damage to dunes.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
2.1.3	Maintain dune condition and identify priority areas for intervention.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor








Obj 2.2 Manage foreshore reserves to balance environmental protection and public access.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
2.2.1	Ensure foreshore reserve use remains aligned with reserve purposes.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
2.2.2	Review informal uses that may incrementally degrade environmental values.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
2.2.3	Prepare and implement a coordinated response protocol for whale strandings and large marine carcass disposal, outlining agency roles, public safety measures, environmental considerations, communication processes and cost responsibilities.	1	DCDS	● Plan	● Action	● Monitor	● Monitor	● Monitor	● Monitor








Obj 2.3 Respond adaptively to coastal hazards and climate change.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
2.3.1	Apply a precautionary, adaptive approach to coastal risk management over a 50-to-100-year timeframe.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
2.3.2	Avoid reliance on hard coastal protection measures where nature-based solutions are viable.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
2.3.3	Incorporate climate risk considerations into all foreshore and infrastructure investment decisions.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor

Obj 2.4 Protect the ecological integrity of adjacent RAMSAR listed wetlands.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
2.4.1	Work collaboratively with relevant State agencies to ensure that land use, access management, visitor behaviour and infrastructure planning at Preston Beach avoid adverse impacts on the adjacent RAMSAR listed wetlands, including Lake Preston and the Yalgorup wetland system.		DCDS	 Monitor	 Monitor	 Monitor	 Monitor	 Monitor	 Monitor

Obj 2.5 Review and rationalise green waste management to align with long-term land use objectives.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
2.5.1	Review the scale, location and ongoing role of green waste storage near the main car park balancing dune management benefits against reserve purpose, visual amenity and future land use needs. Identify alternative approaches where current practices are no longer suitable.		Exec	 Plan	 Plan	 Action	 Monitor	 Monitor	 Monitor

Theme 3 Tourism Development and Visitor Economy

Obj 3.1 Support low-impact tourism that complements community life and environmental values.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
3.1.1	Align tourism initiatives with the Shire's Destination Management Strategy and Action Plan.	★	Exec	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
3.1.2	Ensure tourism development avoids over-commercialisation and protects residential amenity.	★	Exec	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor

Obj 3.2 Re-establish appropriate visitor accommodation to support orderly visitation.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
3.2.1	Prepare a project plan to guide the investigation of a potential caravan park at Preston Beach.	1	DCDS	● Plan	● Action				
3.2.2	Undertake site specific investigations of suitable Crown reserve land, focusing investigations on reserves north-east of the main car park, including environmental constraints, access, servicing capacity, reserve purpose and alignment with State and local planning frameworks.	1	DCDS	● Plan	● Action				
3.2.3	Develop and release an Expression of Interest (EOI) process to test market interest from suitably experience operators for the potential development and operation of a low-impact caravan park, subject to Council endorsement.	1	DCDS	● Plan	● Action				
3.2.4	Use outcomes of investigations and the EOI process to inform Council decision-making regarding feasibility, delivery models, staging and next steps.	2	DCDS		● Plan	● Action			
3.2.5	Review the ongoing provision of free RV camping at Preston Beach in the event that a caravan park is established, including consideration of impacts on visitor behaviour, amenity, demand management and equity and necessity of accommodation options.	2	DCDS		● Plan	● Action			
3.2.6	Investigate Crown land leasing arrangements and tenure requirements with DPLH to support potential caravan park establishment, including lease terms, conditions, governance models and reinvestment opportunities.	2	DCDS		● Plan	● Action			

Obj 3.3 Enhance the visitor experience through quality, not quantity.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
3.3.1	Improve arrival, orientation and wayfinding to guide visitor behaviour.	2	DCS		● Plan	● Action			
3.3.2	Reinforce Preston Beach's identity as a low-key, nature-based destination.	★	Exec	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor

Theme 4 Townsite Development and Land Use

Obj 4.1 Manage growth within the existing townsite in line with current State planning outcomes.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
4.1.1	Manage growth and change within the existing Preston Beach townsite footprint in accordance with current State planning outcomes.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
4.1.2	Acknowledge that while the Shire is supportive of future growth in principle, urban expansion is not currently an available option due to State Government planning positions, infrastructure capacity and servicing constraints.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
4.1.3	Focus development activity on modest infill, renewal and adaption within the existing townsite where consistent with character, amenity and infrastructure capacity.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
4.1.4	Monitor changes to State planning policy, infrastructure investment and strategic directions that may affect future growth considerations.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor

Obj 4.2 Emergency Access and Resilience

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
4.2.1	Undertake a high-level investigation of emergency egress options for Preston Beach, including constraints, feasibility and alignment with State planning and environmental frameworks.	2 \$	CEO/ES (DIS)		● Plan	● Plan	● Action	● Action	● Action
4.2.2	Identify and assess suitable locations within or adjacent to the townsite that could function as a Place of Last Resort (PLR) during emergency events.	1	CEO/ES	● Plan	● Action	● Action			
4.2.3	Work with DFES to clarify emergency management roles, triggers and expectations for Preston Beach, including evacuation procedures, shelter-in-place considerations and visitor management during peak periods.	1	CEO/ES	● Plan	● Action	● Action			
4.2.4	Advocate to State Government for coordinated consideration of emergency access and egress as part of any future infrastructure investment or policy change affecting Preston Beach.	2	CEO/ES		● Plan	● Plan	● Action	● Action	● Action

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
4.2.5	Ensure outcomes of emergency access and PLR investigations inform visitor management, townsite planning and infrastructure prioritisation.	2	CEO/ES		● Plan	● Plan	● Action	● Action	● Action
4.2.6	Implement a coordinated bushfire mitigation program for Preston Beach, including fuel reduction and strategic vegetation management, and collaborate with the Bushfire Mitigation Coordinator to ensure Preston Beach priorities are reflected in the Shire's Bushfire Mitigation Plan and associated funding submissions.	2	DCDS / MDS		● Plan	● Plan	● Action		

Obj 4.3 Protect Preston Beach's coastal village character and built form.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
4.3.1	Apply coastal-appropriate design principles to new development and upgrades.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
4.3.2	Support modest expansion of existing businesses where compatible with character.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor

Obj 4.4 Ensure land use decisions align with infrastructure capacity.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
4.4.1	Continue to recognise servicing constraints as a key determinant of land use outcomes.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
4.4.2	Avoid development that would require major infrastructure upgrades not supported by State Government.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor

Obj 4.5 Support community recreation and amenity needs within the existing townsite.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
4.5.1	Work with the Preston Beach community to identify recreation and amenity needs within the existing townsite, including investigation of opportunities for informal and formal dog walking areas, shared-use open space, and enhancements to existing recreation land.	2	DCS		● Plan	● Plan	● Action		

Obj 4.6 Ensure Shire managed townsite infrastructure and services support safety, amenity and long-term sustainability within the existing Preston Beach townsite.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
4.6.1	Undertake a review of townsite road condition, function and hierarchy to inform future maintenance and renewal priorities, including consideration of visitor traffic and seasonal demand.	2	DIS	● Plan	● Plan	● Action			
4.6.2	Review kerbing, drainage and stormwater infrastructure within the townsite to identify areas where ageing assets, erosion or runoff affect safety, access or amenity.	2	DIS	● Plan	● Plan	● Action			
4.6.3	Assess waste collection, recycling and verge-side service arrangements in the context of peak visitation periods and seasonal population fluctuation.	2	DIS	● Plan	● Plan	● Action			
4.6.4	Ensure townsite infrastructure considerations are integrated into any future townsite improvement, tourism activation or amenity upgrade projects, including car park, foreshore and public space works.	★	DIS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
4.6.5	Use findings from townsite infrastructure reviews to inform asset renewal programming and funding priorities through the Corporate Business Plan and Long-Term Financial Plan.	2	DIS			● Plan	● Action		

Theme 5 Governance, Partnerships and Stewardship

Obj 5.1 Deliver the Plan through clear governance and shared responsibility.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
5.1.1	Use the Preston Beach Management Plan as the primary coordinating framework for Preston Beach.	★	Exec	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
5.1.2	Integrate Plan priorities into annual budgeting and business planning.	★	Exec	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor












Obj 5.2 Strengthen partnerships with State agencies and neighbouring LGA's.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
5.2.1	Advocate for State support on infrastructure, access and emergency management.	★	CEO	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
5.2.2	Coordinate with DBCA on beach and national park visitor management.	★	DCDS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor

Obj 5.3 Support community stewardship and volunteer participation.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
5.3.1	Continue to support the Preston Beach Volunteer Rangers through coordination, training, equipment provision and operational guidance, recognising their important role in visitor education, environmental stewardship and responsible coastal use.	★	DCDS/DCS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
5.3.2	Continue to support the Preston Beach Bushfire Brigade through provision of resources, training support, infrastructure maintenance and operational coordination, recognising its critical role as a Shire volunteer brigade in protecting life, property and the local environment.	★	DCDS/DCS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
5.3.3	Continue to support Preston Beach community groups, including the Community Garden Group, Golf Club and other local organisations, through engagement, coordination and facilitation of appropriate use of Shire-managed land and facilities.	★	DCDS/DCS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor
5.3.4	Incorporate community feedback into monitoring and review.	★	DCDS/DCS	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor	● Monitor

Obj 5.4 Ensure monitoring, review and adaptive management.

Action	Detail	Priority	Lead	25/26	26/27	27/28	28/29	29/30	30/31
5.4.1	Monitor implementation progress and update priorities as required.		DCDS/DCS	 Monitor	 Monitor	 Monitor	 Monitor	 Monitor	 Monitor
5.4.2	Review the Plan alongside the Strategic Community Plan cycle.		Exec		 Action		 Action		 Action

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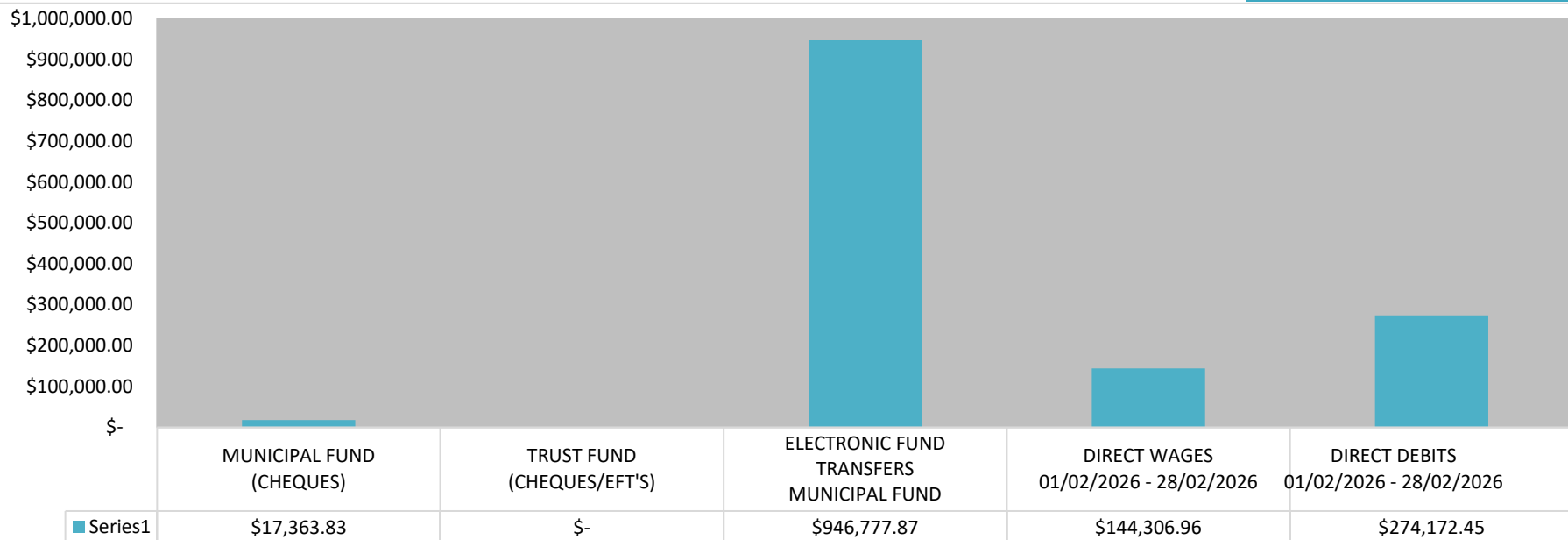


SUMMARY OF PAYMENTS FOR THE PERIOD

01/02/2026 TO 28/02/2026

ACCOUNT	CHEQUE NO'S	TOTAL
MUNICIPAL FUND (CHEQUES)	10482 - 10489	\$ 17,363.83
TRUST FUND (CHEQUES/EFT'S)	N/A	\$ -
ELECTRONIC FUND TRANSFERS MUNICIPAL FUND	44538 - 44704	\$ 946,777.87
DIRECT WAGES 01/02/2026 - 28/02/2026	N/A	\$ 144,306.96
DIRECT DEBITS 01/02/2026 - 28/02/2026	N/A	\$ 274,172.45

GRAND TOTAL: \$ 1,382,621.11



Appendix 11.3.1

List of Accounts Due & Submitted to Committee March 2026				
Municipal Funds Cheques February 2026				
In	Date	Name		Amount
10482	06/02/2026	SHIRE OF WAROONA - SUNDRY DEBTORS		-699.00
10483	06/02/2026	SYNERGY		-146.99
10484	06/02/2026	SHIRE OF WAROONA		-68.23
10485	13/02/2026	SHIRE OF WAROONA		-63.25
10486	20/02/2026	SHIRE OF WAROONA - SUNDRY DEBTORS		-699.00
10487	20/02/2026	SHIRE OF WAROONA		-68.23
10488	27/02/2026	SYNERGY		-15579.13
10489	27/02/2026	ROBERT JAMES WATT		-40.00
				-\$ 17,363.83
Trust Fund Cheques/EFTs				
Chq/EFT	Date	Name		Amount
NIL				
				\$ -
Direct Debit Payments				
Direct Debit	Date	Name		Amount
DD25209.2	04/02/2026	WA TREASURY CORPORATION		-21754.87
DD25279.1	22/02/2026	WEX AUSTRALIA PTY LTD (CALTEX STAR CARD)		-246.06
		Preston Beach Volunteer Bushfire Brigade		
	28/11/2025	Fuel - Ref: 1EGZ071	\$ 132.16	
	08/12/2025	Fuel - Ref: 1EGZ071	\$ 108.90	
	31/12/2025	Fuel Card Fee - Ref: 5476	\$ 2.50	
		Total	\$ 243.56	
		Waroona West Volunteer Bushfire Brigade		
	31/12/2025	Fuel Card Fee - Ref: 1369	\$ 2.50	
		Total	\$ 2.50	
DD25318.1	02/02/2026	DEPARTMENT OF TRANSPORT		-3036.00
DD25320.1	02/02/2026	DEPARTMENT OF TRANSPORT		-6483.30
DD25328.1	27/02/2026	COLONIAL FIRST STATE FIRSTCHOICE WHOLESALE PERSONAL SUPER		-729.15
DD25329.1	10/02/2026	AMP SUPER FUND		-1372.28

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DD25335.1	04/02/2026 BEAM SUPERANNUATION FUND			-28090.78
DD25339.1	06/02/2026 BEAM SUPERANNUATION FUND			-97.55
DD25353.1	07/02/2026 FLEET CARE PTY LTD			-2169.92
DD25359.1	04/02/2026 DEPARTMENT OF TRANSPORT			-8304.10
DD25361.1	05/02/2026 DEPARTMENT OF TRANSPORT			-504.25
DD25363.1	06/02/2026 DEPARTMENT OF TRANSPORT			-949.55
DD25365.1	09/02/2026 DEPARTMENT OF TRANSPORT			-9021.70
DD25367.1	10/02/2026 DEPARTMENT OF TRANSPORT			-6715.45
DD25369.1	11/02/2026 DEPARTMENT OF TRANSPORT			-4911.30
DD25373.1	12/02/2026 DEPARTMENT OF TRANSPORT			-14786.70
DD25375.1	13/02/2026 DEPARTMENT OF TRANSPORT			-10427.40
DD25378.1	16/02/2026 DEPARTMENT OF TRANSPORT			-5546.70
DD25380.1	17/02/2026 TELAIR PTY LTD			-875.01
DD25384.1	17/02/2026 DEPARTMENT OF TRANSPORT			-2169.45
DD25387.1	19/02/2026 BEAM SUPERANNUATION FUND			-27469.28
DD25390.1	18/02/2026 DEPARTMENT OF TRANSPORT			-3725.10
DD25400.1	20/02/2026 FINES ENFORCEMENT AGENCY			-619.50
DD25402.1	19/02/2026 DEPARTMENT OF TRANSPORT			-4383.00
DD25404.1	20/02/2026 DEPARTMENT OF TRANSPORT			-4210.60
DD25408.1	24/02/2026 IINET TECHNOLOGIES			-89.99
DD25410.1	24/02/2026 WEX AUSTRALIA PTY LTD (CALTEX STAR CARD)			-156.67
DD25412.1	24/02/2026 AMPOL CARD			-194.39
	Lake Clifton Volunteer Bushfire Brigade			
	03/12/2025 Fuel - Ref: ICVF316	\$	114.56	
	22/01/2026 Fuel - Ref: ICVF316	\$	79.83	
		Total \$	194.39	
DD25414.1	23/02/2026 DEPARTMENT OF TRANSPORT			-20934.45
DD25416.1	17/02/2026 TELAIR PTY LTD			-2570.00
DD25421.1	24/02/2026 DEPARTMENT OF TRANSPORT			-2673.35
DD25427.1	25/02/2026 DEPARTMENT OF TRANSPORT			-12357.40
DD25429.1	27/02/2026 FINES ENFORCEMENT AGENCY			-88.50
DD25431.1	26/02/2026 DEPARTMENT OF TRANSPORT			-4693.95
DD25433.1	27/02/2026 DEPARTMENT OF TRANSPORT			-61814.75
				-\$ 274,172.45

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Municipal Electronic Funds Transfers			
Chq/EFT	Date	Name	Amount
EFT44538	06/02/2026	ROSEANNE KEARING	-24.65
EFT44539	06/02/2026	MANDURAH GRAPHICS	-555.50
EFT44540	06/02/2026	KLEEN WEST DISTRIBUTORS	-315.32
EFT44541	06/02/2026	RENIER & CHRISTINE THEELEN	-278.57
EFT44542	06/02/2026	COATES CIVIL CONSULTING	-7590.00
EFT44543	06/02/2026	ESTUARY BOBCATS	-67246.05
EFT44544	06/02/2026	HEATLEYS SAFETY & INDUSTRIAL	-178.75
EFT44545	06/02/2026	SEEK	-958.65
EFT44546	06/02/2026	CARMEN TYRER	-79.13
EFT44547	06/02/2026	KATHLEEN NORMA KRAUTH	-94.34
EFT44548	06/02/2026	BUNBURY CITY MOTORCYCLES	-1999.60
EFT44549	06/02/2026	JEANETTE STAMPONE	-21.71
EFT44550	06/02/2026	TECHNOLOGY ONE	-295.63
EFT44551	06/02/2026	BILL VANDERSTEEN	-18.13
EFT44552	06/02/2026	PETER FOEKEN	-17.40
EFT44553	06/02/2026	SJ TRAFFIC MANAGEMENT	-53343.34
EFT44554	06/02/2026	DAVREY GROWERS	-159.83
EFT44555	06/02/2026	KATHLEEN ELIZABETH COLE	-14.20
EFT44556	06/02/2026	ALANA RAINER	-289.25
EFT44557	06/02/2026	SCOPE BUSINESS IMAGING	-1732.87
EFT44558	06/02/2026	LITTLE FARM HONEY - MAREE ELLIS	-390.12
EFT44559	06/02/2026	LETITIA CLIFTON	-18.13
EFT44560	06/02/2026	BARBARA MILLAR	-88.82
EFT44561	06/02/2026	LISA GAYE WALKER	-77.96
EFT44562	06/02/2026	HELEN THERESE HENDERSON	-20.30
EFT44563	06/02/2026	NICK KIDD FAMILY TRUST	-239.96
EFT44564	06/02/2026	AUSTRALIA POST (NEW)	-274.69
EFT44565	06/02/2026	EARTHLY RAINBOW CREATIONS	-72.51
EFT44566	06/02/2026	CLAUDIA FRANKS	-266.82
EFT44567	06/02/2026	MICHELLE O'NEILE	-43.76
EFT44568	06/02/2026	TREVOR JAMES FLOYD	-122.90

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EFT44569	06/02/2026 PM TREASURE	-26589.00
EFT44570	06/02/2026 OFFICEASY	-7000.00
EFT44571	06/02/2026 SUPAGAS PTY LTD	-98.01
EFT44572	06/02/2026 CHARLES HULL CONTRACTING	-5654.00
EFT44573	06/02/2026 JASON SIGNMAKERS	-114.03
EFT44574	06/02/2026 LIONS CLUB OF WAROONA	-20.00
EFT44575	06/02/2026 PLANT INVESTMENTS PTY LTD	-470.25
EFT44576	06/02/2026 PISCONERI FAMILY TRUST	-12182.09
EFT44577	06/02/2026 THE WEST AUSTRALIAN (HARVEY REPORTER)	-189.94
EFT44578	06/02/2026 SHIRE OF WAROONA STAFF LOTTO SYNDICATE	-158.00
EFT44579	06/02/2026 ST JOHN AMBULANCE (BELMONT)	-540.00
EFT44580	06/02/2026 SOUTHERN STAR CEILING	-1232.00
EFT44581	06/02/2026 BJW (WA) PTY LTD T/AS RG UPTON	-2361.90
EFT44582	06/02/2026 MITRE 10	-288.93
EFT44583	06/02/2026 DENISE ANNETTE MASON	-14.14
EFT44584	06/02/2026 JEANETTE AUDINO (Beadsparklez)	-209.67
EFT44585	06/02/2026 GAIL DIANNE CURTIS	-7.25
EFT44586	06/02/2026 CHRISTINE HYDE	-218.52
EFT44587	06/02/2026 SANDRA HEPTON	-10.68
EFT44588	06/02/2026 VICKI MARIE LORRAWAY	-18.13
EFT44589	06/02/2026 TAMRA HULL	-20.03
EFT44590	13/02/2026 KLEEN WEST DISTRIBUTORS	-305.14
EFT44591	13/02/2026 PETES TREEWORX	-20907.95
EFT44592	13/02/2026 DEPARTMENT OF LOCAL GOVERNMENT, INDUSTRY REGULATION &	-3367.64
EFT44593	13/02/2026 HARVEY TOWING SERVICE	-292.16
EFT44594	13/02/2026 SHRED X PTY LTD	-173.25
EFT44595	13/02/2026 KATHLEEN NORMA KRAUTH	-62.30
EFT44596	13/02/2026 CITY & REGIONAL FUELS	-14632.31
EFT44597	13/02/2026 SURVEYING SOUTH	-1650.00
EFT44598	13/02/2026 DAVES RETRAVISION HARVEY (KAMBO'S)	-278.00
EFT44599	13/02/2026 RON BELLAIRS	-25434.20
EFT44600	13/02/2026 SJ TRAFFIC MANAGEMENT	-69449.59
EFT44601	13/02/2026 THE DISTRIBUTORS PERTH	-438.40
EFT44602	13/02/2026 NATALIE WOODS	-100.00

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EFT44603	13/02/2026 AMPAC DEBT RECOVERY	-3164.70
EFT44604	13/02/2026 HARVEY PLUMBING AND GAS	-1894.95
EFT44605	13/02/2026 JOSH COWLING PHOTOGRAPHY	-825.00
EFT44606	13/02/2026 AQUAMONIX PTY LTD	-739.20
EFT44607	13/02/2026 SCAVENGER FIRE & SAFETY	-286.00
EFT44608	13/02/2026 FLEX EVENTS	-2915.00
EFT44609	13/02/2026 TRAILER PARTS PTY LTD	-27.37
EFT44610	13/02/2026 THE WHEELER FAMILY TRUST ATF WAROONA ELECTRICAL SERVICES	-2145.81
EFT44611	13/02/2026 FOCUS NETWORKS	-8938.60
EFT44612	13/02/2026 TREVOR JAMES FLOYD	-25.38
EFT44613	13/02/2026 TOTAL HYGIENE SERVICES	-3412.49
EFT44614	13/02/2026 BOUVARD MARINE	-1191.96
EFT44615	13/02/2026 MARTIN RUTHERFORD	-61.65
EFT44616	13/02/2026 JENKINS MECHANICAL	-3987.50
EFT44617	13/02/2026 ARCTIC AIR REFRIGERATION & ELECTRICAL SERVICES BUNBURY	-18300.00
EFT44618	13/02/2026 BUNBURY BATMAN	-450.00
EFT44619	13/02/2026 BAGS O' RAGS	-89.10
EFT44620	13/02/2026 BCITF	-591.75
EFT44621	13/02/2026 FREESTYLE NOW	-1320.00
EFT44622	13/02/2026 GOLDEN GLASS	-638.00
EFT44623	13/02/2026 ISWEEP TOWN & COUNTRY	-3234.00
EFT44624	13/02/2026 KENNARDS HIRE	-308.00
EFT44625	13/02/2026 LEISURE INSTITUTE OF W.A. AQUATICS (INC)	-1200.00
EFT44626	13/02/2026 MANDURAH MAZDA	-419.00
EFT44627	13/02/2026 OFFICEWORKS	-1141.05
EFT44628	13/02/2026 SYNERGY - STREETLIGHT ACCOUNT	-9286.66
EFT44629	13/02/2026 D & A ENTERPRISES (WA) PTY LTD T/AS T & V FENCING	-2180.19
EFT44630	13/02/2026 BJW (WA) PTY LTD T/AS RG UPTON	-628.47
EFT44631	13/02/2026 MITRE 10	-510.39
EFT44632	19/02/2026 NATIONAL AUSTRALIA BANK	-7833.07
Chief Executive Officer		
	27/01/2026 Wilson Parking - Ref:74564456023	\$ 11.00
	28/01/2026 NAB Card Fee - Ref: 74557046028	\$ 9.00
	Total CEO	\$ 20.00

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Director Corporate and Community Services		
07/01/2026 Waroona Roadhouse - Ref: 24109336006	\$	81.71
14/01/2026 Waroona Roadhouse - Ref: 24109336013	\$	95.06
27/01/2026 Waroona Roadhouse - Ref: 24109336024	\$	77.59
27/01/2026 Aussie Telecom - Ref: 74940526023	\$	539.13
28/01/2026 NAB Card Fee - Ref: 74557046028	\$	9.00
Total DCCS	\$	802.49
Director Customer and Development Services		
05/01/2026 Google Australia - Ref: 74773886001	\$	429.18
14/01/2026 Waroona Roadhouse - Ref: 24109336013	\$	83.01
28/01/2026 NAB Card Fee - Ref: 74557046028	\$	9.00
Total DCDS	\$	521.19
Manager Corporate Services		
12/01/2026 Waroona Roadhouse - Ref: 24109336009	\$	75.00
23/01/2026 Ergonomic Office - Ref: 02717579389	\$	324.00
28/01/2026 NAB Card Fee - Ref: 74557046028	\$	9.00
Total MCS	\$	408.00
Executive Assistant		
06/01/2026 Shire of Waroona - Ref: 02639896010	\$	375.00
16/01/2026 Shire of Waroona - Ref: 00072858452	\$	50.00
28/01/2026 NAB Card Fee - Ref: 74557046028	\$	9.00
Total EA	\$	434.00
Building Maintenance Coordinator		
28/01/2026 NAB Card Fee - Ref: 74557046028	\$	9.00
Total BMC	\$	9.00
Visitor Centre Manager		
28/01/2026 NAB Card Fee - Ref: 74557046028	\$	9.00
Total VCM	\$	9.00
Manager Community and Economic Development		
08/01/2026 St John Ambulance - Ref: 74229856007	-\$	180.00
09/01/2026 Workshop Tickets - Ref: 74069886007	\$	169.63
12/01/2026 DVD Land - Ref: 74940526009	\$	39.90
12/01/2026 Workshop Tickets - Ref: 74069886009	\$	169.63
12/01/2026 Canva - Ref: 74071916010	\$	167.88

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12/01/2026 Coles - Ref: 74363966010	\$	100.70
14/01/2026 Workshop Tickets - Ref: 74069886012	\$	169.63
19/01/2026 Facebook Ads - Ref: 74987506016	\$	6.61
19/01/2026 Facebook Ads - Ref: 74987506017	\$	17.00
20/01/2026 Officeworks - Ref: 74363966019	\$	38.00
20/01/2026 Facebook Ads - Ref: 74987506018	\$	18.00
21/01/2026 JB HiFi - Ref: 74564456020	\$	19.98
21/01/2026 Facebook Ads - Ref: 74987506019	\$	19.00
23/01/2026 Facebook Ads - Ref: 74987506022	\$	23.00
23/01/2026 Facebook Ads - Ref: 74987506021	\$	21.00
27/01/2026 Auot One - Ref: 74940526023	\$	49.90
27/01/2026 Adobe In Design - Ref: 74773886025	\$	35.99
27/01/2026 Facebook Ads - Ref: 74987506027	\$	31.89
27/01/2026 Facebook Ads - Ref: 74987506026	\$	27.00
27/01/2026 Facebook Ads - Ref: 74987506024	\$	25.00
27/01/2026 Coastal Bean - Ref: 74064146026	\$	50.50
27/01/2026 Coastal Bean - Ref: 74064146026	\$	232.00
28/01/2026 Vibe Waroona - Ref: 74564456027	\$	16.95
28/01/2026 Coles - Ref: 74363966027	\$	934.30
28/01/2026 NAB Card Fee - Ref: 74557046028	\$	9.00

Total MCED \$ 2,212.49

Manager Development Services

15/01/2026 The Shooters Shop - Ref: 01008325591	\$	195.00
21/01/2026 Pinjarra Bakery - Ref: 74201336020	\$	244.46
23/01/2026 Emerg Solutions - Ref: 74245376021	\$	40.00
23/01/2026 Emerg Solutions - Ref: 74245376021	\$	510.00
23/01/2026 Emerg Solutions - Ref: 74245376021	\$	459.00
23/01/2026 Emerg Solutions - Ref: 74245376021	\$	289.00
28/01/2026 NAB Card Fee - Ref: 74557046028	\$	9.00

Total MDS \$ 1,746.46

Manager Recreation Centre

06/01/2026 Waroona Roadhouse - Ref: 24109336005	\$	94.18
13/01/2026 Waroona Roadhouse - Ref: 24109336012	\$	78.42
19/01/2026 Waroona Roadhouse - Ref: 24109336016	\$	89.75

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	23/01/2026 Waroona Roadhouse - Ref: 24109336022	\$ 75.43	
	28/01/2026 NAB Card Fee - Ref: 74557046028	\$ 9.00	
	Total MRC	\$ 346.78	
	Director Infrastructure Services		
	08/01/2026 Snatch Straps Australia - Ref: 74201336007	\$ 1,309.00	
	28/01/2026 NAB Card Fee - Ref: 74557046028	\$ 9.00	
	Total DIS	\$ 1,318.00	
	Other Charges		
	28/01/2026 International Transaction Fees - 19/01/26 to 28/01/26	\$ 5.66	
	Total Other Charges	\$ 5.66	
EFT44633	19/02/2026 AUSTRALIAN TAXATION OFFICE		-8015.00
EFT44634	20/02/2026 ANTHONY FRIEDRICH		-1000.00
EFT44635	20/02/2026 PATRICIA LANA KING		-804.00
EFT44636	20/02/2026 PETES TREEWORX		-10293.25
EFT44637	20/02/2026 ESTUARY BOBCATS		-115843.20
EFT44638	20/02/2026 HEATLEYS SAFETY & INDUSTRIAL		-284.02
EFT44639	20/02/2026 HUCKLEBERRY'S TANK AND WATER SERVICE		-260.00
EFT44640	20/02/2026 HARVEY MEDICAL GROUP (WAROONA BRANCH)		-185.00
EFT44641	20/02/2026 COMMERCIAL CLEANING EQUIPMENT		-947.50
EFT44642	20/02/2026 SJ TRAFFIC MANAGEMENT		-20445.89
EFT44643	20/02/2026 NAPA AUTO PARTS		-264.00
EFT44644	20/02/2026 HARVEY PLUMBING AND GAS		-4010.69
EFT44645	20/02/2026 FLICK ANTICIMEX PTY PTD T/A ADVANCED PEST CONTROL		-982.85
EFT44646	20/02/2026 SEASCAPES PAINTING		-10450.00
EFT44647	20/02/2026 AMAZON WEB SERVICES AUSTRALIA PTY LTD		-529.02
EFT44648	20/02/2026 THE WHEELER FAMILY TRUST ATF WAROONA ELECTRICAL SERVICES		-264.00
EFT44649	20/02/2026 FOCUS NETWORKS		-6993.86
EFT44650	20/02/2026 PM TREASURE		-20691.00
EFT44651	20/02/2026 GOLDEN GLASS		-1350.00
EFT44652	20/02/2026 HARVEY COURIER		-64.06
EFT44653	20/02/2026 LANDGATE		-130.40
EFT44654	20/02/2026 LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA		-3510.00
EFT44655	20/02/2026 ORBIT HEALTH & FITNESS SOLUTIONS		-3700.95
EFT44656	20/02/2026 PRESTIGE PRODUCTS		-585.55

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EFT44657	20/02/2026 SUBARU MANDURAH	-18242.82
EFT44658	20/02/2026 SHIRE OF WAROONA STAFF LOTTO SYNDICATE	-160.00
EFT44659	20/02/2026 BJW (WA) PTY LTD T/AS RG UPTON	-445.33
EFT44660	20/02/2026 WA ELECTORAL COMMISSION	-25448.76
EFT44661	20/02/2026 WA LOCAL GOVERNMENT ASSOCIATION (WALGA)	-200.00
EFT44662	20/02/2026 WAROONA RURAL SERVICES	-12515.86
EFT44663	20/02/2026 IAN DIFFEN CITY DISCOUNT TYRES WAROONA (WAROONA TYRE	-1417.35
EFT44664	20/02/2026 WAROONA IGA	-657.82
EFT44665	20/02/2026 MITRE 10	-420.71
EFT44666	20/02/2026 CAFE WAROONA	-253.00
EFT44667	27/02/2026 SNAP PRINTING MANDURAH	-2302.52
EFT44668	27/02/2026 PETES TREEWORX	-6101.37
EFT44669	27/02/2026 ESTUARY BOBCATS	-24629.00
EFT44670	27/02/2026 HEATLEYS SAFETY & INDUSTRIAL	-21.20
EFT44671	27/02/2026 HAMILTONS LANDSCAPE SUPPLIES	-4020.00
EFT44672	27/02/2026 HARVEY MEDICAL GROUP (WAROONA BRANCH)	-370.00
EFT44673	27/02/2026 XTREME BOUNCE PARTY HIRE	-1950.00
EFT44674	27/02/2026 DE NADA ENGINEERING SURVEYS PTY LTD	-5885.00
EFT44675	27/02/2026 CLEANAWAY INDUSTRIAL SOLUTIONS PTY LTD	-4257.00
EFT44676	27/02/2026 TEAM GLOBAL EXPRESS PTY LTD	-279.75
EFT44677	27/02/2026 AMPAC DEBT RECOVERY	-631.55
EFT44678	27/02/2026 HARVEY PLUMBING AND GAS	-465.09
EFT44679	27/02/2026 CORSIGN	-1485.00
EFT44680	27/02/2026 FLICK ANTICIMEX PTY PTD T/A ADVANCED PEST CONTROL	-876.65
EFT44681	27/02/2026 WAROONA ROADHOUSE	-1409.69
EFT44682	27/02/2026 PEEL WA PTY LTD T/A MANDURAH ISUZU UTE, SUBARU, SKODA AND	-2295.00
EFT44683	27/02/2026 TOTAL GREEN RECYCLING	-867.25
EFT44684	27/02/2026 SIMPLE BEN STORIES	-440.00
EFT44685	27/02/2026 THE WHEELER FAMILY TRUST ATF WAROONA ELECTRICAL SERVICES	-976.64
EFT44686	27/02/2026 FOCUS NETWORKS	-2156.00
EFT44687	27/02/2026 EARTH GREETINGS PTY LTD	-526.50
EFT44688	27/02/2026 TRAVIS ARON	-500.00
EFT44689	27/02/2026 CLEANAWAY	-36575.49
EFT44690	27/02/2026 WINC AUSTRALIA PTY LIMITED	-115.40
EFT44691	27/02/2026 CHARLES HULL CONTRACTING	-18876.00

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EFT44692	27/02/2026 HARVEY WATER	-3144.74
EFT44693	27/02/2026 JETLINE CORPORATION PTY LTD	-132893.20
EFT44694	27/02/2026 LAKE CLIFTON - HERRON PROGRESS & SPORTING ASSOCIATION (INC)	-275.00
EFT44695	27/02/2026 A1 LOCKSMITHS (MANDURAH LOCK & KEY)	-1249.00
EFT44696	27/02/2026 PRESTON BEACH PROGRESS ASSOCIATION INC	-275.00
EFT44697	27/02/2026 PFD FOOD SERVICES PTY LTD	-3691.10
EFT44698	27/02/2026 RIGGS AUTO CENTRE	-376.00
EFT44699	27/02/2026 TELSTRA LIMITED	-378.47
EFT44700	27/02/2026 TUCKEYS HARDWARE MITRE 10	-1250.00
EFT44701	27/02/2026 WAROONA BOWLING CLUB	-550.00
EFT44702	27/02/2026 WESTRAC EQUIPMENT PTY LTD	-340.21
EFT44703	27/02/2026 WA LOCAL GOVERNMENT ASSOCIATION (WALGA)	-3780.70
EFT44704	27/02/2026 MITRE 10	-134.77
-\$		946,777.87
Electronic Fund Transfer - Direct Salaries & Wages		
Date	Name	Amount
03/02/2026	NATIONAL AUSTRALIA BANK	- 143,756.08
03/02/2026	NATIONAL AUSTRALIA BANK	- 550.88
17/02/2026	NATIONAL AUSTRALIA BANK	- 140,670.46
-\$		144,306.96
Total Municipal Fund Cheques		- 17,363.83
Total Trust Fund Cheques		-
Total Direct Debit		- 274,172.45
Total Electronic Funds		- 946,777.87
Total Direct Wages		- 144,306.96
-\$		1,382,621.11



MONTHLY FINANCIAL REPORT

FOR THE PERIOD ENDED 28 FEBRUARY 2026

SHIRE OF WAROONA

MONTHLY FINANCIAL REPORT



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Note 13 Budget amendments	18 - 19
Note 14 Trust fund	20

The financial statements presented for the month of February are in draft format and are subject to amendments. All reasonable care is taken to ensure these statements reflect accurate records at the time of preparation; however, they remain subject to adjustment as the month has not yet been finalised and further checks, reconciliations and end of month review processes may identify amendments. The finalised financial results, including a true and complete reflection of the Shire's financial activity and year-end position, will be provided in the audited Financial Statements.

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

SHIRE OF WAROONA
STATEMENT OF FINANCIAL ACTIVITY BY NATURE OR TYPE



FOR THE PERIOD ENDED 28 FEBRUARY 2026

Details	Note	Original Budget	YTD Budget	YTD Actual	Var. \$ (b)-(a)	Var. % (b)-(a)/(b)	Var.
		\$	\$	\$			
OPERATING ACTIVITIES							
Revenue from operating activities							
General rates	8	6,525,928	6,525,928	6,536,127	10,199	0%	
Grants, Subsidies and Contributions	8	1,127,349	1,274,200	882,045	(392,155)	(44%)	▼
Fees and Charges		2,066,605	1,826,917	1,968,328	141,411	7%	▲
Interest Earnings		271,400	55,079	21,087	(33,992)	(161%)	▼
Other Revenue		200,000	126,715	143,293	16,578	12%	▲
Profit on Asset Disposal	10	1,032	0	0	0		
Fair value adjustments to financial assets at fair value		0	0	0	0		
		10,192,314	9,808,839	9,550,880			
Expenditure from operating activities							
Employee Costs		(5,332,214)	(3,501,065)	(3,362,520)	(138,545)	(4%)	▼
Materials and Contracts		(4,423,333)	(2,909,992)	(2,570,934)	(339,058)	(13%)	▼
Utilities Charges		(434,152)	(302,202)	(259,984)	(42,218)	(16%)	▼
Depreciation (Non-Current Assets)		(2,717,486)	(1,811,640)	(1,662,806)	(148,834)	(9%)	▼
Finance Costs		(52,365)	(25,575)	(24,794)	(781)	(3%)	
Insurance Expenses		(313,786)	(313,784)	(273,597)	(40,187)	(15%)	▼
Other Expenditure		(256,707)	(180,586)	(132,998)	(47,588)	(36%)	▼
Loss on Asset Disposal	10	(31,526)	(31,526)	(5,715)	(25,811)	(452%)	▼
		(13,561,569)	(9,076,370)	(8,293,348)	783,022		
Non-cash amounts excluded from operating activities		2,871,360	0	1,668,521	1,668,521		
Amount attributable to operating activities		(497,895)	732,469	2,926,053	2,193,584		
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions		3,315,271	3,597,321	2,081,118	(1,516,203)	(73%)	▼
Proceeds from disposal of assets	10	140,000	50,000	57,318	(7,318)	13%	
		3,455,271	3,647,321	2,138,436	1,508,885		
Outflows from investing activities							
Payments for property, plant and equipment		(535,340)	(499,541)	(253,458)	(246,083)	(97%)	▼
Payments for construction of infrastructure		(4,396,951)	(4,563,078)	(2,188,991)	(2,374,087)	(108%)	▼
		(4,932,291)	(5,062,619)	(2,442,449)	2,620,170		
Non-cash amounts excluded from investing activities		0	233,072	233,072	0		
Amount attributable to investing activities		(1,477,020)	(1,415,298)	(70,941)	1,344,357		
FINANCING ACTIVITIES							
Inflows from financing activities							
Proceeds from new debentures		0	0	0	0		
Lease liabilities recognised		0	0	0	0		
Transfer from reserve		25,000	0	0	0		
		25,000	0	0	0		
Outflows from financing activities							
Repayment of borrowings		(65,424)	0	(32,439)	(32,439)	100%	▼
Payments for principal portion of lease liabilities		0	0	0	0		
Transfer to reserves		(279,655)	0	0	0		
		(345,079)	0	(32,439)	(32,439)	100%	
Non-cash amounts excluded from financing activities		0	(233,072)	(233,072)	0		
Amount attributable to financial activities		(320,079)	0	(265,511)	(265,511)	100%	
MOVEMENT IN SURPLUS DEFICIT							
Surplus or deficit at the start of the financial year		2,294,994	0	2,316,145	2,316,145		
Amount attributable to operating activities		(497,895)	732,469	2,926,053	2,193,584		
Amount attributable to investing activities	0	(1,477,020)	(1,415,298)	(70,941)	1,344,357		
Amount attributable to financing activities		(320,079)	0	(265,511)	(265,511)	100%	
Surplus or deficit after imposition of general rates		0	(682,829)	4,905,747	5,588,576		

SHIRE OF WAROONA
STATEMENT OF FINANCIAL POSITION



FOR THE PERIOD ENDED 28 FEBRUARY 2026

	Note	30-Jun-25	28-Feb-26
Current Assets			
Cash and cash equivalents	2	6,086,560	9,296,456
Trade and other receivables		560,897	1,343,331
Inventories		19,138	0
Other assets		250,588	173,645
Total Current Assets		6,917,183	10,813,432
Non-Current Assets			
Trade and other receivables		30,022	30,022
Other financial assets		59,715	59,715
Property, plant and equipment		48,886,393	48,480,703
Infrastructure		109,504,790	110,627,091
Right of use assets		233,072	233,072
Total non-current assets		158,713,992	159,430,602
TOTAL ASSETS		165,631,175	170,244,034
Current Liabilities			
Trade and other payables		1,420,214	2,273,887
Other liabilities		299,737	752,711
Lease liabilities		97,433	97,433
Borrowings	12	94,441	62,002
Employee related provisions		752,038	752,038
Total Current Liabilities		2,663,863	3,938,071
Non-current Liabilities			
Lease liabilities		135,639	135,639
Borrowings	12	1,339,246	1,339,246
Employee related provisions		148,367	148,367
Total non-current Liabilities		1,623,252	1,623,252
TOTAL LIABILITIES		4,287,115	5,561,323
NET ASSETS		161,344,060	164,682,711
Equity			
Retained surplus		20,347,631	23,686,282
Surplus/Defecit Ytd		1,242,146	3,338,650
Revaluation surplus		138,085,320	138,085,320
Total Equity		161,344,060	164,682,711

FOR THE PERIOD ENDED 28 FEBRUARY 2026

NOTE 1 - Basis of preparation and significant 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 interpretation 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 to be considered a zero cost concessionary lease. All right-of-use assets under zero cost concessionary leases are measured at zero cost rather than 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 of Waroona to measure any vested improvements at zero cost.

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

Accounting policies which has 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.

The Local Government Reporting Entity

All funds through which the Shire of Waroona 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.

Critical accounting and judgement estimates

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 those estimates.

The balances, transactions and disclosures impacted by accounting estimates are as follows:

- estimated fair value of certain financial assets
- impairment of financial assets
- estimation of fair values of land and buildings, infrastructure and investment property
- estimation uncertainties made in relation to lease accounting
- estimated useful life of intangible assets

MATERIAL ACCOUNTING POLICIES

Material accounting policies utilised in the preparation of these statements are as described within the 2025-26 annual budget. Please refer to the adopted budget document for details of these policies.

SHIRE OF WAROONA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY



FOR THE PERIOD ENDED 28 FEBRUARY 2026

NOTE 2: Statement of Financial Activity Information

2a. Net current assets used in the Statement of Financial Activity	Last Year Closing 30 June 2025	28/02/2026
Current assets		
Cash and cash equivalents	6,086,560	9,296,456
Trade and other receivables	376,018	1,238,751
Inventories	19,138	0
Contract assets	244,457	173,645
Other assets	2,160	0
Total current assets	6,728,333	10,708,852
Current liabilities		
Trade and other payables	(1,201,342)	(2,139,285)
Contract liabilities	(298,580)	(752,711)
Total current liabilities	(1,499,922)	(2,891,996)
Net current assets	5,228,411	7,816,856
Less: Total adjustments to net current assets	(2,941,131)	(2,911,109)
Net current assets used in the Statement of Financial Activity	2,287,280	4,905,747

2b. Current assets and liabilities excluded from budgeted deficiency

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

Adjustments to net current assets

Less: Cash - reserve accounts	(2,911,109)	(2,911,109)
Add: Deferred pensioners	(30,022)	0
less: Total adjustments to net current assets	(2,941,131)	(2,911,109)

EXPLANATION OF DIFFERENCE IN NET CURRENT ASSETS AND SURPLUS/(DEFICIT)

Items excluded from calculation of budgeted deficiency

When calculating the budget deficiency for the purpose of Section 6.2 (2)(c) of the *Local Government Act 1995* the following amounts have been excluded as provided by the *Local Government (Financial Management) Regulation 32*.

2c. Non-cash amounts excluded from operating activitiesYTD
Budget (a)YTD
Actual (b)

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

Adjustments to operating activities

Less: Profit on asset disposals	(1,032)	0
Less: Fair value adjustment to financial assets	0	0
Add: Loss on asset disposals	31,526	5,715
Add: Depreciation	2,717,486	1,662,806
Add: Movement in employee provisions	123,380	0
Total current assets	2,871,360	1,668,521

2d. Non-cash amounts excluded from investing activitiesYTD
Budget (a)YTD
Actual (b)

The following non-cash revenue or expenditure has been excluded from amounts attributable to investing activities within the Statement of Financial Activity in accordance with *Financial Management Regulation 32*.

Adjustments to investing activities

Right of use assets recognised	233,072	233,072
Total current assets	233,072	233,072

2e. Non-cash amounts excluded from financing activitiesYTD
Budget (a)YTD
Actual (b)

The following non-cash revenue or expenditure has been excluded from amounts attributable to financing activities within the Statement of Financial Activity in accordance with *Financial Management Regulation 32*.

Adjustments to financing activities

Less: Lease liability recognised	(233,072)	(233,072)
Total current assets	(233,072)	(233,072)

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

Adjustments to net current assets

Less: Reserve accounts	(2,911,109)	(2,911,109)
Total adjustments to net current assets	(2,911,109)	(2,911,109)

CURRENT AND NON-CURRENT CLASSIFICATION

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

FOR THE PERIOD ENDED 28 FEBRUARY 2026

NOTE 3: Explanation of Material Variances**Comments/Reason for Variance**

Council policy in relation to materiality states that for highlighting variances (budget to actual) the factor shall be 10% with a minimum of \$30,000.

3.1 Revenue from operating activities

The following activities were identified as having a material variance in accordance with Council Policy:

Grants, subsidies and contributions

Income is lower than budgeted due to lower than expected income for grants.

Fees and Charges

Income is higher than budgeted due to higher than expected income from fees and charges including payment of Planning fines.

Interest Revenue

Income is lower than anticipated due municipal term deposits not yet matured.

Other Revenue

Income is higher than budgeted due to higher than expected income and proceeds of sale not yet processed.

3.2 Expenditure from operating activities

The following activities were identified as having a material variance in accordance with Council Policy:

Employee costs

Employee costs are lower than budgeted due budget profile settings.

Materials and contracts

Expenses are lower than budgeted due to lower than expected expenditure for materials and contracts.

Utility charges

Utility charges are lower due to budget profile settings.

Depreciation

Depreciation costs are lower than expected due February depreciation not yet calculated.

Insurance

Insurance costs are lower due to insurance expenditure for Plant Operations Costs allocated in different IE code.

Other expenditure

Other expenditure are lower than budgeted due to lower than expected expenditure.

Loss on asset disposal

Expenditure funds are lower than budgeted due to delay in sale of assets.

3.3 Inflows from investing activities

The following activities were identified as having a material variance in accordance with Council Policy:

Proceeds from capital grants, subsidies and contributions

Income is lower than budgeted due to lower than expected proceeds from capital grants, subsidies and contributions.

3.4 Outflows from investing activities

The following activities were identified as having a material variance in accordance with Council Policy:

Payments for property, plant and equipment

Expenditure is lower than budgeted due to lower than expected expenditure and delay in purchase of plant.

Payments for construction of infrastructure

Expenditure is lower than budgeted due to lower than expected expenditure.

3.5 Inflows from financing activities

The following activities were identified as having a material variance in accordance with Council Policy:

Nil

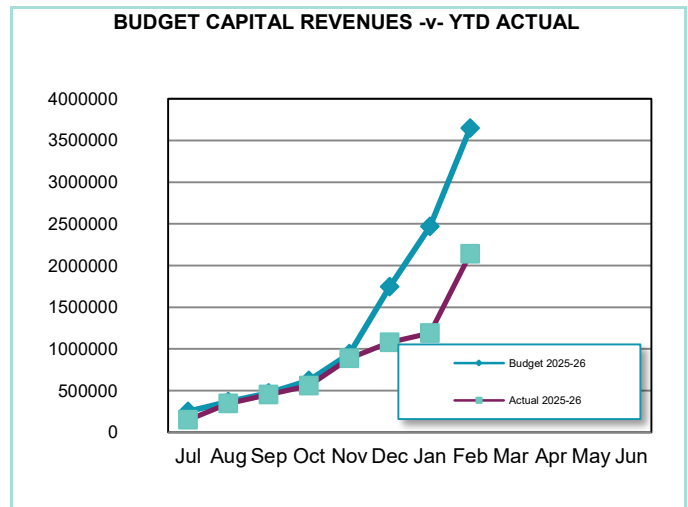
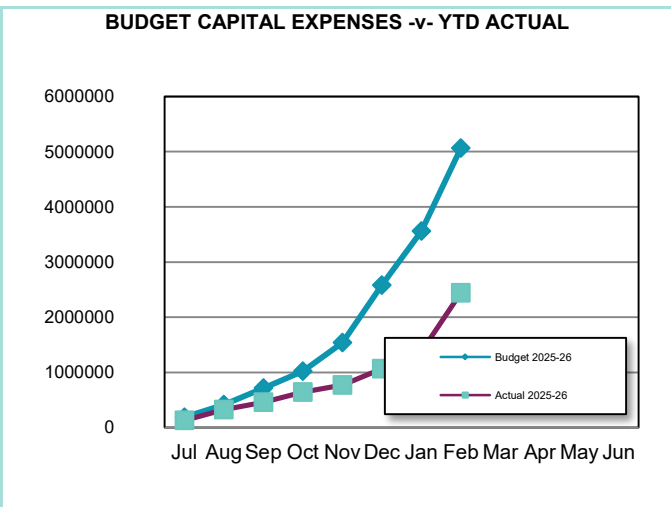
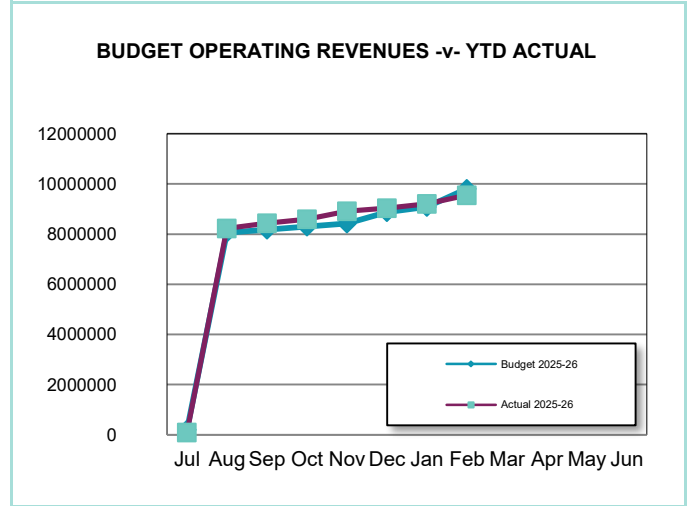
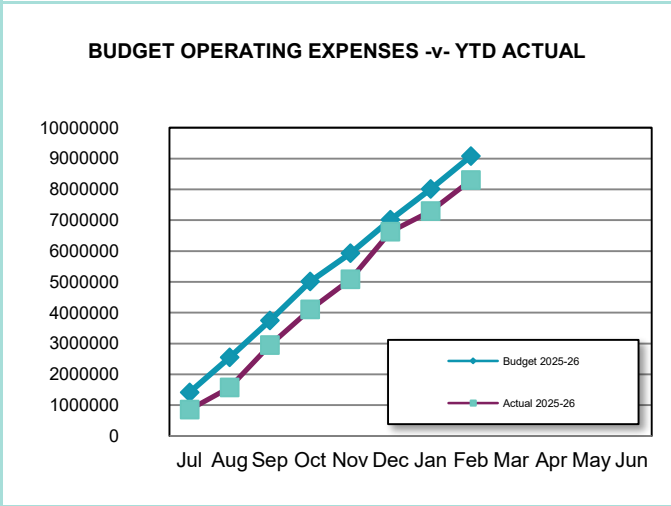
3.6 Outflows from financing activities

The following activities were identified as having a material variance in accordance with Council Policy:

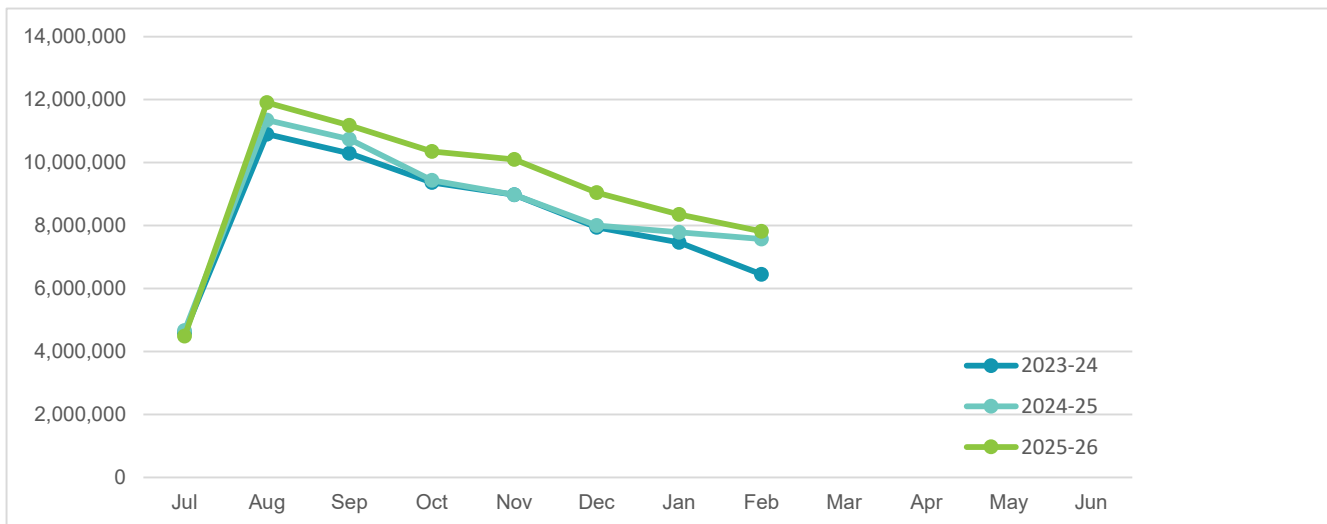
Nil

NOTE 4 - Graphical Representation - Source Statement of Financial Activity

OPERATING EXPENSES & REVENUE - GRAPHICAL REPRESENTATION



NET CURRENT FUNDING POSITION (Note 2a)



SHIRE OF WAROONA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY



FOR THE PERIOD ENDED 28 FEBRUARY 2026

NOTE 5: Cash and Financial Assets

Details	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Investments \$	Total Amount \$	Bank	Maturity Date
(a) Cash Deposits								
Municipal Account	N/A	1,864,454	0	0	0	1,864,454	NAB	N/A
Cash on Hand	N/A	1,750	0	0	0	1,750	NAB	N/A
Trust Account	N/A	0	0	758,929	0	758,929	NAB	N/A
(b) Reserve Term Deposit								
Reserve Term Deposit	4.30%	0	2,973,414	0	0	2,973,414	NAB	26/06/2026
(c) Investments								
Trust Term Deposit 1	4.05%			1,000,000		1,000,000		3/03/2026
Trust Term Deposit 2	4.00%			800,000		800,000		4/05/2026
Muni Term Deposit 1	4.10%				500,000	500,000		3/03/2026
Muni Term Deposit 2	4.10%				500,000	500,000		2/04/2026
Muni Term Deposit 3	4.00%				500,000	500,000		10/04/2026
Muni Term Deposit 4	4.20%				1,000,000	1,000,000		4/05/2026
Muni Term Deposit 5	4.25%				1,000,000	1,000,000		18/05/2026
Muni Term Deposit 6	4.10%				500,000	500,000		17/03/2026
Muni Term Deposit 7	4.20%				800,000	800,000		28/04/2026
TOTAL		1,866,204	2,973,414	2,558,929	4,800,000	12,198,547		

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 six 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 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 us rise to cash flows that are solely payments of principal and interest.

Please note: All Reserve accounts have been placed into one term deposit. All interest accrued will be split proportionally over the individual reserves once received.

SHIRE OF WAROONA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY



FOR THE PERIOD ENDED 28 FEBRUARY 2026

NOTE 6: Cash Backed Reserve

Reserve Name	Budget Opening Balance	Budget Interest Earned	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Actual Interest Earned	Actual Transfers In (+)	Actual Transfers Out (-)	Actual YTD Closing Balance
	\$	\$	\$			\$	\$	\$	\$	\$
Sporting	82,857	0	0	0	82,857	82,857	1,773	0	0	84,630
Council Building Maintenance	207,305	0			207,305	207,305	4,437	0	0	211,742
Rec Centre Building Maintenance	105,693	0			105,693	105,693	2,262	0	0	107,955
Preston Beach Volunteer Rangers	61,039	0	13,905		74,944	61,039	1,306	0	0	62,345
Emergency Assistance	122,196	0			122,196	122,196	2,615	0	0	124,811
Works Depot Redevelopment	92,563	0			92,563	92,563	1,981	0	0	94,544
Council Building Construction	74,415	0			74,415	74,415	1,593	0	0	76,008
Information Technology	131,687	0			131,687	131,687	2,818	0	0	134,505
Footpath Construction	36,741	0			36,741	36,741	786	0	0	37,527
Plant Replacement	375,829	0	100,000		475,829	375,829	8,044	0	0	383,873
Staff Leave	30,408	0	10,000		40,408	30,408	651	0	0	31,058
Strategic Planning	3,020	0			3,020	3,020	65	0	0	3,084
Waste Management	1,278,264	0	135,450	(25,000)	1,388,714	1,278,264	27,358	0	0	1,305,623
History Book Reprint	12,787	0	300		13,087	12,787	274	0	0	13,060
Risk & Insurance	10,628	0			10,628	10,628	227	0	0	10,855
Drakesbrook Cemetery	47,178	0	20,000		67,178	47,178	1,010	0	0	48,188
Waroona North Development	238,500	0	0	0	238,500	238,500	5,105	0	0	243,605
Total	2,911,109	0	279,655	(25,000)	3,165,764	2,911,109	62,306	0	0	2,973,415

FOR THE PERIOD ENDED 28 FEBRUARY 2026

NOTE 7: Capital Disposals and Acquisitions

Profit(Loss) of Asset Disposal				Disposals		Current Budget		
Account	WDV	Proceeds	(Loss)			Budget	Actual	Variance
	\$	\$	\$	Prog	\$	\$	\$	
0574	0	0	0	Gov	Officer vehicle (MCS)	39,500	0	(39,500) ▼
4164	20,203	20,000	(203)	Econ	Officer vehicle (BMC)	55,000	43,795	(11,205) ▼
7154	35,724	21,818	(13,906)	Rec	Officer vehicle (MRS)	32,500	38,152	5,652 ▲
3554	0	0	0	Trans	Toro 3280 Mower (P71)	62,000	0	(62,000) ▼
3554	16,796	15,500	(1,296)	Trans	Toro PLH800 Mower (P73)	49,000	36,525	(12,475) ▼
	72,723	57,318	(15,405)		TOTALS	238,000	118,472	(119,528)

Contributions Information				Summary Acquisitions		Current Budget		
Grants	Reserve	Borrow	Total			Budget	Actual	Variance
\$	\$	\$	\$		\$	\$	\$	
					Property, Plant & Equipment			
0	0	0	0	0	Land and Buildings	227,500	37,275	(190,225) ▼
0	0	0	0	0	Plant & Equipment	238,000	118,472	(119,528) ▼
0	0	0	0	0	Furniture & Equipment	13,900	7,179	(6,721) ▼
					Infrastructure			
1,615,252	0	0	1,615,252		Roadworks	2,198,254	272,607	(1,925,647) ▼
0	0	450,000	450,000		Other Infrastructure	2,160,397	362,398	(1,797,999) ▼
1,615,252	0	450,000	2,065,252		Totals	4,838,051	797,932	(4,040,119)

Contributions				Land & Buildings		Current Budget		
Grants/Cont	Reserve	Borrow	Total			Budget	Actual	Variance
\$	\$	\$	\$	Prog	Description	\$	\$	\$
0	0	0	0	Gov	Administration Office - disability access etc	42,600	0	(42,600) ▼
0	0	0	0	Health	Community Resource Centre - Internal repairs	9,200	0	(9,200) ▼
0	0	0	0	E & W	Playgroup Roof Repairs	10,000	0	(10,000) ▼
0	0	0	0	Comm	PB Toilets - Plumbing Upgrades	10,000	11,130	1,130 ▲
0	0	0	0	R & C	Football Club, PB Golf Club Repairs	43,000	0	(43,000) ▼
0	0	0	0	R & C	Jims Kitchen - Remove Gutters	4,000	18,052	14,052 ▲
0	0	0	0	R & C	PB Community Hall - Remove interal wall	14,000	0	(14,000) ▼
0	0	0	0	R & C	WRAC - Install patio, repair leaks, painting etc	80,700	0	(80,700) ▼
0	0	0	0	Trans	Depot - Replace roller doors	14,000	8,093	(5,907) ▼
0	0	0	0		Totals	227,500	37,275	(190,225)

FOR THE PERIOD ENDED 28 FEBRUARY 2026

NOTE 7: Capital Disposals and Acquisitions

Contributions				Plant & Equipment		Current Budget		
Grants	Reserve	Borrow	Total			This Year		Variance (Under)Over
\$	\$	\$	\$	Prog	Description	Budget	Actual	
0	0	0	0	Gov	Replace MCS Vehicle	39,500	0	(39,500) ▼
0	0	0	0	Econ	Replace BMC Vehicle	55,000	43,795	(11,205) ▼
0	0	0	0	Rec	Replace MRS Vehicle	32,500	38,152	5,652 ▲
0	0	0	0	Trans	Replace Toro 3280 Mower	62,000	0	(62,000) ▼
0	0	0	0	Trans	Replace Toro PLH800 Mower	49,000	36,525	(12,475) ▼
0	0	0	0		Totals	238,000	118,472	(119,528)

Contributions				Furniture & Equipment		Current Budget		
Grants	Reserves	Borrow	Total			This Year		Variance (Under)Over
\$	\$	\$	\$	Prog	Description	Budget	Actual	
0	0	0	0	L,O & PS	Law, Order, Public Safety	0	0	0
0	0	0	0	R & C	WRAC - Replace various equipment	13,900	7,179	(6,721) ▼
0	0	0	0	Econ	Visitor Centre	0	0	0
0	0	0	0	L,O & PS	Law, Order, Public Safety	0	0	0
0	0	0	0		Totals	13,900	7,179	(6,721)

Contributions				Infrastructure - Roads		Current Budget		
Grants	Reserves	Borrow	Total			This Year		Variance (Under)Over
\$	\$	\$	\$			Budget	Actual	
449,252	0	0	449,252	Trans	Roads to Recovery	449,251	18,905	430,346 ▼
1,166,000	0	0	1,166,000	Trans	Roads Works Total Construction	1,749,003	253,702	1,495,301 ▼
1,615,252	0	0	1,615,252		Totals	2,198,254	272,607	1,925,647

Contributions				Other Infrastructure		Current Budget		
Grants	Reserve	Borrow	Total			This Year		Variance (Under)Over
\$	\$	\$	\$			Budget	Actual	
18,885	0	0	18,885	L,O & PS	Evacuation Centre Upgrade (grant dependent)	54,794	0	(54,794) ▼
0	0	0	0	CA	Buller Rd - Transfer Station construction	0	0	0
0	0	0	0	CA	Townsite drainage works	155,000	0	(155,000) ▼
0	0	0	0	R & C	Parks - Capital upgrades	22,800	0	(22,800) ▼
0	0	0	0	R & C	Ovals - New pump & extend reticulation	0	0	0
166,456	0	0	166,456	R & C	Drakesbrook Weir Upgrades / PB Carpark	22,800	0	(22,800) ▼
0	0	0	0	Trans	Footpath construction & upgrades	251,763	552	(251,211) ▼
0	0	450,000	450,000	Econ	Railside Park - Phase 2	450,000	354,075	(95,925) ▼
1,203,240	0	0	1,203,240	Econ	Peel Regional Trails development	1,203,240	7,771	(1,195,469) ▼
1,388,581	0	450,000	1,838,581		Totals	2,160,397	362,398	(1,797,999)

SHIRE OF WAROONA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY



FOR THE PERIOD ENDED 28 FEBRUARY 2026

NOTE 8: Grants, subsidies and contributions (Contract Liabilities & Contract Assets)

NOTE 8a: Operating grants subsidies and contributions

Name of Grant	Provider	Liability at 1 July 2025	Increase in liability	Spent Funds	Current Contract Asset/Liability	Annual Budget	Budget variations	YTD Revenue Actual	Remaining expected funds
		\$	\$	\$	\$	\$	\$	\$	\$
Library LBW Trust Learning	Friends of Libraries	0	500	(475)	25	500	0	500	0
Technology and Digital Inclusion Grant	State Library WA	0	5,000	(5,000)	0	0	0	5,000	0
Community Engagement Program	Alcoa of Australia	2,427	15,000	(13,088)	4,339	2,427	0	0	0
Mitigation Activity Grant Funding RD1	DFES	0	49,500	(49,500)	0	49,500	0	49,500	0
Evacuation Centre Backup Power Supply	DFES	(4,090)	0	(1,200)	(5,290)	57,794	0	0	18,885
Streets Alive - Safer Crossings	Town Team Movement	200	0	0	200	200	0	0	0
Urban Greening Program	WALGA	3,775	0	0	3,775	3,775	0	0	0
Waste Sorted Community Education	Waste Sorted	697	0	(697)	0	697	0	0	0
Seniors Week	COTA WA	0	0	0	0	1,000	0	0	1,000
Youth Week	Dept of Communities	0	3,000	(1,950)	1,050	3,000	0	0	3,000
Volunteer Breakfast	Dept of Communities	0	1,000	(1,000)	0	1,500	0	0	1,500
Public Health Initiative	Public Health	12,103	0	(8,606)	3,497	12,103	0	0	0
Australia Day 2025	Australia Day Council	0	12,000	(12,736)	(736)	15,000	0	12,000	3,000
Ebb & Flow	Ebb & Flo	2,331	0	0	2,331	2,332	0	0	0
Drakebrook Cemetery NRM Funding	DPIRD	9,856	0	(3,500)	6,356	9,856	0	0	0
Total		27,300	86,000	(97,752)	9,192	159,685	0	67,000	27,385

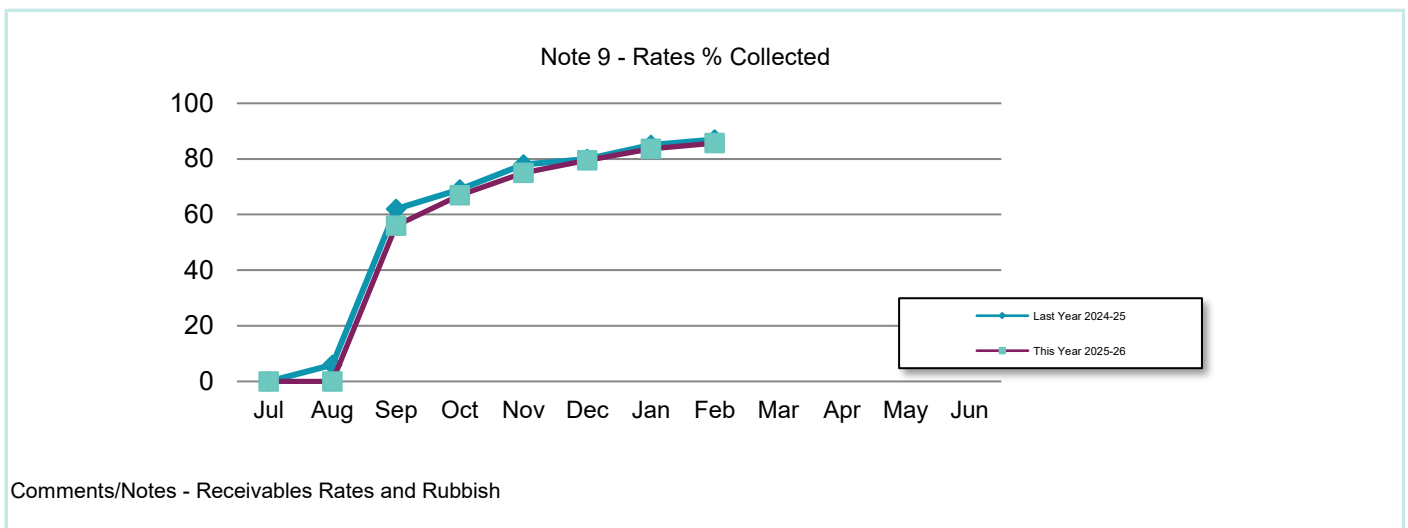
NOTE 8b: Capital grants subsidies and contributions

Name of Grant	Provider	Liability at 1 July 2025	Increase in liability	Spent Funds	Current Contract Asset/Liability	Adopted budget revenue	Budget variations	YTD Revenue Actual	Remaining expected funds
		\$	\$	\$	\$	\$	\$	\$	\$
Peel Regional Trails Grant - Start Up	Peel Development Comm	86,516	0	(7,771)	78,745	1,203,240	0	0	983,129
Peel Regional Trails Grant - Milestone 2	Peel Development Comm	133,595	0	0	133,595	0	0	0	0
LRCI Phase 4	Dept Infrastructure	(182,498)	182,498	0	0	0	0	182,498	0
LRCI Phase 3	Dept Infrastructure	(57,869)	57,869	0	0	0	0	57,869	0
Pinjarra Community Grant - BF Brigades	Bendigo Bank	1,867	0	0	1,867	1,867	0	0	0
Shared Path Upgrade	Dept of Transport	0	35,000	(40,000)	(5,000)	0	0	35,000	5,000
Roads to Recovery	Main Roads WA	46,369	91,972	(253,702)	(115,361)	449,252	0	0	0
Road Safety Program (Lake Clifton Rd)	Main Roads WA	0	145,424	0	145,424	0	0	145,424	218,136
Road Safety Program (Nanga Brook Rd)	Main Roads WA	0	93,070	0	93,070	0	0	93,070	139,605
Regional Road Group (RC87)	Main Roads WA	0	200,000	(215,888)	(15,888)	375,001	0	200,000	50,000
Regional Road Group (RC05)	Main Roads WA	0	120,000	(151,370)	(31,370)	225,001	0	120,000	30,000
Regional Road Group (RC82)	Main Roads WA	0	800,000	(603,667)	196,333	750,000	0	800,000	200,000
Regional Road Group (RC47)	Main Roads WA	0	80,000	(17,797)	62,203	300,000	0	80,000	120,000
Regional Road Group (RC20)	Main Roads WA	0	26,400	(6,500)	19,900	99,001	0	26,400	39,600
Total		27,980	1,832,233	(1,296,695)	563,518	3,403,362	0	1,740,261	1,785,470
Total contract asset					(173,645)				
Total contract liability					752,710				

FOR THE PERIOD ENDED 28 FEBRUARY 2026

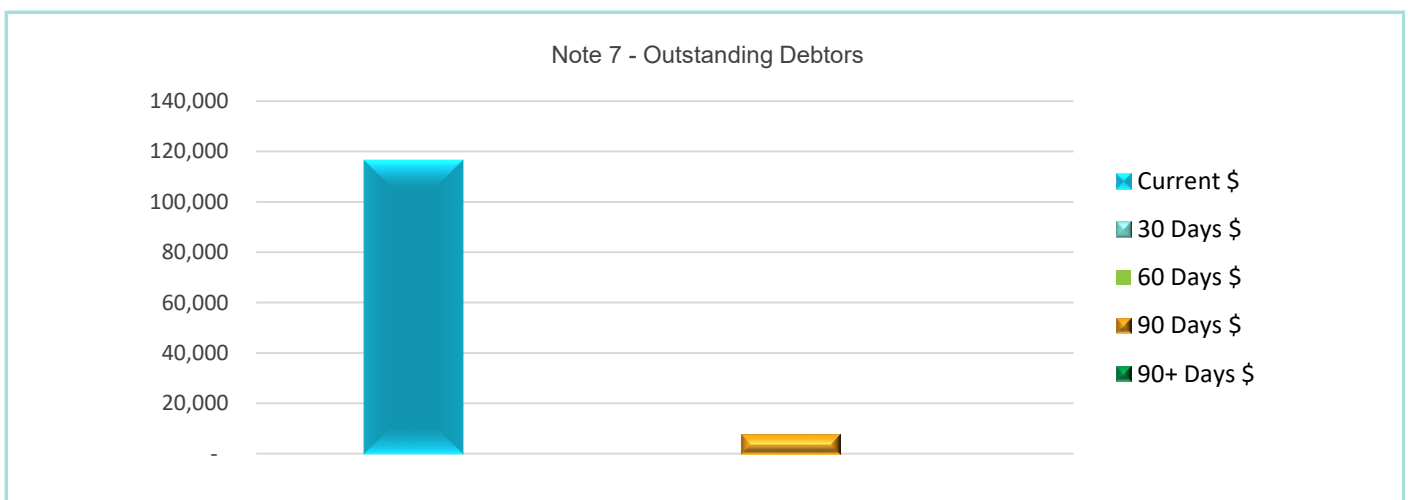
NOTE 9: Receivables

Receivables - Rates & Rubbish	Current 2025-26	Previous 2024-25
	\$	\$
Opening Arrears Previous Years	145,720	151,325
Rates, Service Charges & Waste Levy this year	7,984,309	7,393,609
Less Collections to date	(6,967,439)	(7,247,889)
Equals Current Outstanding	1,016,870	145,720
Net Rates Collectable	1,016,870	145,720
% Collected	85.70%	96.06%



Receivables - General	Current	30 Days	60 Days	90 Days	90+ Days
	\$	\$	\$	\$	\$
Aged Trial Balance	116,423	168	-	7,819	
Total Outstanding					124,409

Amounts show above include GST (where applicable).



SHIRE OF WAROONA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

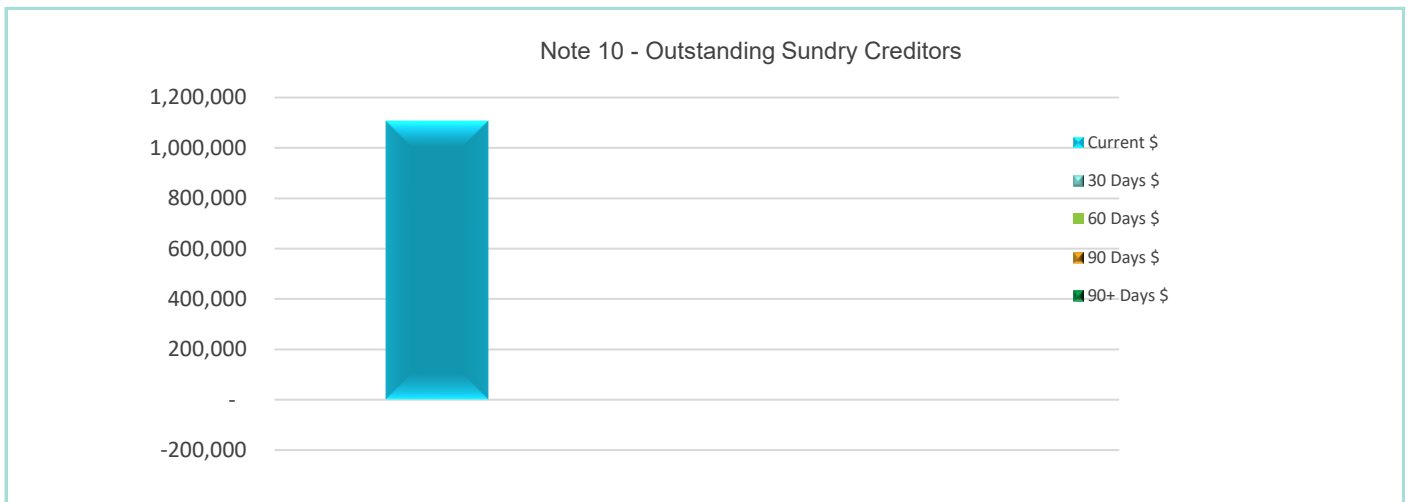


FOR THE PERIOD ENDED 28 FEBRUARY 2026

NOTE 10: Payables

Sundry Creditors	Current	30 Days	60 Days	90 Days	90+ Days
	\$	\$	\$	\$	\$
Aged Trial Balance	1,103,933	1,045	-	151	-
Total Outstanding	1,104,766				

Amounts show above include GST (where applicable).



SHIRE OF WAROONA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY



FOR THE PERIOD ENDED 28 FEBRUARY 2026

NOTE 11: Rating Information

Rate Type	Basis of valuation	Rate in	Number of Properties	2025/26 Actual Rateable Value	2025/26 Actual Rate Revenue	2025/26 Actual Interim Rates	2025/26 Actual Total Revenue	2025/26 Budget Rate Revenue	2025/26 Budget Interim Rate	2025/26 Budget Total Revenue	2024/25 Actual Total Revenue
		\$	\$	\$	\$	\$	\$	\$		\$	\$
General rates											
Gross rental valuation	Gross rental value	0.109905	1,533	29,268,384	3,214,916	\$10,025	3,224,941	3,214,916	0	3,214,916	3,189,429
Unimproved valuation	General farming	0.006054	511	322,634,084	1,951,683	\$174	1,951,857	1,951,683	0	1,951,683	1,825,255
Unimproved valuation	Industry and mining	0.012107	5	27,114,000	328,269	\$0	328,269	328,269	0	328,269	301,384
Unimproved valuation	Intensive agriculture	0.009081	4	5,016,000	45,550	\$0	45,550	45,550	0	45,550	42,710
Total general rates			2,053	384,032,468	5,540,418	\$10,199	5,550,617	5,540,418	0	5,540,418	5,358,778
Minimum payment		Minimum									
Gross rental valuation	Gross rental value	1,390	607	4,897,676	863,190	\$0	863,190	863,190	0	863,190	821,890
Unimproved valuation	Unimproved value	1,390	91	10,839,844	122,320	\$0	122,320	122,320	0	122,320	124,899
Total general rates			698	15,737,520	985,510	\$0	985,510	985,510	0	985,510	946,789
Total rates			2,751	399,769,988	6,525,928	\$10,199	6,536,127	6,525,928	0	6,525,928	6,305,567

FOR THE PERIOD ENDED 28 FEBRUARY 2026

Note 12: Information on Borrowings**(a) Debenture Repayments**

Loan Details	Loan No.	Principal 1-Jul-25	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$	\$	\$
Town Centre Park Land Purchase	122	529,244	0	0	(15,115)	(30,350)	514,129	498,894	(4,225)	(8,330)
Waroona Community Precinct Development	123	406,999	0	0	(7,796)	(15,783)	399,203	391,216	(10,004)	(19,816)
Town Centre Land Purchase 26 & 28 Fouracre Street	124	497,444	0	0	(9,528)	(19,291)	487,916	478,153	(12,227)	(24,219)
TOTAL		1,433,687	0	0	(32,439)	(65,424)	1,401,248	1,368,263	(26,455)	(52,365)

All debenture repayments were financed by general purpose revenue.

(b) Unspent borrowings

Particulars	Date Borrowed	Unspent Balance 30 June 2023	Borrowed During the Year	Expended During the Year	Unspent Balance 30 June 2025
Loan 123 - Waroona Community Precinct		450,000	0	(354,075)	95,925
TOTAL		450,000	0	(354,075)	95,925

KEY INFORMATION

Borrowing costs are recognised as an expense when incurred.

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. Non-current borrowings fair values are based on discounted cash flows using a current borrowing rate.

FOR THE PERIOD ENDED 28 FEBRUARY 2026

NOTE 13: Budget Amendments

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

GL Account Code	Description	Council Resolution	Classification	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$
	Opening Balance - Difference between budget surplus and actual surplus					21,147
3585	Increase transfer of funds from plant reserve for repairs to CAT 120H Grader	OCM25/08/119	Reserve Transfer	21,800	0	42,947
3554	Increase capital expenditure for repairs to CAT 120H Grader	OCM25/08/119	Capital Expenses	0	(21,800)	21,147
3275	Increase capital income to account for additional income from Regional Road Group	OCM25/10/166	Capital Revenue	500,000	0	521,147
3355	Increase capital income to account for loan income for Preston Beach Road	OCM25/10/166	Capital Revenue	250,000	0	771,147
3204 (RC82)	Increase capital expenditure to account for increase in road expenditure for Preston Beach Road	OCM25/10/166	Capital Expenses	0	(750,000)	21,147
0091	Adjustment of General purpose Financial Assistance grant	OCM25/11/185	Operating Revenue	112,867	0	134,014
3265	Adjustment of Local Roads Financial Assistance grant	OCM25/11/185	Capital Revenue	25,768	0	159,782
3295	Increase income for the inclusion of special project Lake Clifton Bridge works	OCM25/11/185	Capital Revenue	514,000	0	673,782
3514 (BR03)	Increase in expenditure to account for Lake Clifton Bridge works	OCM25/11/185	Capital Expenses	0	(514,000)	159,782
2353	Increase in planning fines and infringement income	OCM25/11/185	Operating Revenue	67,000	0	226,782
3514 (BR03)	Increase expenditure for Lake Clifton Bridge propping and safety	OCM25/11/185	Capital Expenses	0	(20,000)	206,782
0452	Decrease expenditure to move funds from audit expenses to other expenses	OCM25/11/185	Operating Expenses	5,000	0	211,782
0432	Increase expenditure to move funds from audit expenses to other expenses	OCM25/11/185	Operating Expenses	0	(5,000)	206,782
3203	Reduction of reimbursement income from 23/24 LGGS overspend	OCM25/11/185	Operating Revenue	0	(3,114)	203,668
0544	Increase capital expenditure to replace ducted air conditioning system in Administration Office.	OCM25/11/185	Capital Expenses	0	(15,000)	188,668
2983	Income received from Library grant.	OCM25/11/185	Operating Revenue	2,500	0	191,168
3014	Increase expenditure for Library inventory to satisfy grant co-funding	OCM25/11/185	Operating Expenses	0	(5,000)	186,168
3002	Increase IT expenditure for Library to cover imaging and install of PC's	OCM25/11/185	Operating Expenses	0	(2,500)	183,668
0582	Increase expenditure for new chairs for staff as per ergonomic assessment	OCM25/11/185	Operating Expenses	0	(5,600)	178,068
0544	Funding for donga power, air con, data and electrical at Depot	OCM25/11/185	Capital Expenses	0	(15,000)	163,068
2162	Increase expenditure to complete Planning Strategy and Scheme	OCM25/11/185	Operating Expenses	0	(8,000)	155,068
2052 (C005)	Increase expenditure for dune brushing at Preston Beach	OCM25/11/185	Operating Expenses	0	(8,000)	147,068
3634 (PK04)	Increase expenditure for Lake Clifton master plan and works	OCM25/11/185	Capital Expenses	0	(80,000)	67,068
7104	Increase expenditure for roof fans for stadium courts	OCM25/11/185	Capital Expenses	0	(19,000)	48,068
3912	Increase expenditure to host industry and community motivational workshops (C1.2.3)	OCM25/11/185	Operating Expenses	0	(10,000)	38,068
3912	Increase expenditure for digital content creation (photos, videos) (D1.1.2)	OCM25/11/185	Operating Expenses	0	(3,068)	35,000
4794	Transfer to IT Reserve	OCM25/11/185	Reserve Transfer	0	(25,000)	10,000
7144	Increase expenditure for new chairs for the Recreation Centre	OCM25/11/185	Capital Expenses	0	(10,000)	0
3225	Increase income for regional road safety program - Nanga Brook Road	OCM25/11/185	Capital Revenue	93,070	0	93,070
3225	Increase income for regional road safety program - Lake Clifton Road	OCM25/11/185	Capital Revenue	145,424	0	238,494
3204 (RC89)	Increase expenditure for Nanga Brook Road - Install AEC & ACL	OCM25/11/185	Capital Expenses	0	(93,070)	145,424
3204 (RC88)	Increase expenditure for Lake Clifton Road - Seal shoulder	OCM25/11/185	Capital Expenses	0	(145,424)	0
7162 (AQ02)	Transfer funding from Rec Centre maintenance to capital account for plant repairs	OCM25/11/185	Operating Expenses	18,875	0	18,875
7154	Increase expenditure for Rec Centre plant upgrade	OCM25/11/185	Capital Expenses	0	(18,875)	0
2983	Increase income for Library grant	OCM25/12/201	Operating Revenue	2,500		2,500
3044	Increase expenditure for Library grant	OCM25/12/201	Capital Expenses		(-2,500)	0
3014	Move funds from operating expenses to capital expenses for Library grant	OCM25/12/201	Operating Expenses	5,000		5,000

NOTE 13: Budget Amendments (cont)

GL Account Code	Description	Council Resolution	Classification	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
3044	Move funds from operating expenses to capital expenses for Library grant	OCM25/12/201	Capital Expenses		(5,000)	0
5202	Reallocate funding from Project Officer to Community & Economic Development	OCM26/02/018	Operating Expenses		(47,359)	(47,359)
0092	Reallocate funding from Project Officer to Community and Economic Development	OCM26/02/018	Operating Expenses	47,359		0
7282	Reallocate funding from building maintenance to Cleaner wages	OCM26/02/018	Operating Expenses		(10,000)	(10,000)
0544	Reduce funding for Donga floor repair	OCM26/02/018	Capital Expenses	4,000		(6,000)
2474	Reduce funding for Preston Beach Community Hall - Remove Non-compliance internal wall (Old Fire Shed)	OCM26/02/018	Capital Expenses	6,000		0
4423	Increase income account to workers compensation reimbursements received from LGIS	OCM26/02/018	Operating Revenue	120,000		120,000
4402	Increase PWO leave expense to allow for substantial Workers Compensation expenditure	OCM26/02/018	Operating Expenses		(120,000)	0
3564	Reallocate funding from capital P&E to non-capital P&E - Infrastructure expenses	OCM26/02/018	Operating Expenses		(12,000)	(12,000)
3524	Reallocate funding from capital P&E to non-capital P&E - Infrastructure expenses	OCM26/02/018	Capital Expenses	12,000		0
7772	Reduce business case funding account to reallocate funds to the Enviro Centre	OCM26/02/018	Operating Expenses	30,000		30,000
3812	Reduce Noxious Plant Control expenditure	OCM26/02/018	Operating Expenses	30,500		60,500
0503	Increase income received from other LG's for LSL entitlements paid out	OCM26/02/018	Operating Revenue	11,700		72,200
2394	Increase funding for installation of a dump at Preston Beach	OCM26/02/018	Capital Expenses		(20,000)	52,200
7762	Increase expenditure to the Enviro Centre building maintenance account	OCM26/02/018	Operating Expenses		(52,200)	0
2812	Decrease in Visitor Centre operation expenditure	OCM26/02/018	Operating Expenses	750		750
2772	Decrease in Visitor Centre project costs	OCM26/02/018	Operating Expenses	750		1,500
2872	Increase in training and conference expenses for Visitor Centre	OCM26/02/018	Operating Expenses		(1,500)	0
3204 (RC89)	Decrease expenditure for Nanga Brook Road	OCM26/02/018	Capital Expenses	93,070		93,070
3204 (RC88)	Increase expenditure to Lake Clifton Road	OCM26/02/018	Capital Expenses		(93,070)	0
0592	Increase in expenditure for Bushfire Mitigation Risk Coordinator	OCM26/02/018	Operating Expenses		(77,757)	(77,757)
0723	Increase income received for Bushfire Mitigation Risk Coordinator	OCM26/02/018	Operating Expenses	77,757		0
2834	Reallocate project savings from Cricket Club plumbing	OCM26/02/018	Capital Expenses	5,323		5,323
3754	Increase expenditure to fix drainage surrounding Jims Kitchen	OCM26/02/018	Capital Expenses		(5,323)	0

SHIRE OF WAROONA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY



FOR THE PERIOD ENDED 28 FEBRUARY 2026

NOTE 14: Trust Fund

Funds held at balance date over which the Shire has no control and which are not included in this statement are as follows:

Description	Opening Balance	Amount	Amount	Closing Balance
	1-Jul-25	Received	Paid	28-Feb-26
ALCOA WAROONA SUSTAINABILITY	2,146,506	237,768	0	2,384,274
PUBLIC OPEN SPACE	140,571	179	0	140,750
EXTRACTIVE INDUSTRIES	19,470	25	0	19,495
COMMERCIAL BOND	15,390	20	0	15,410
SECURITY BOND	0	0	0	0
TOTAL	2,321,937	237,992	0	2,559,929



COUNCIL POLICY

CP004 – Australia Day Awards



1. Intention

To provide for the recognition of individuals and organisations who have made significant contributions to the Shire of Waroona community, through annual Australia Day awards presented on Australia Day.

2. Scope

This policy applies throughout the district.

3. Statement

1. The Shire of Waroona will invite nominations for the awards through the local media, including the Drakesbrook Despatch and from local community organisations and clubs in September, with the closing date aligning with the date provided by Australia Day Council of Western Australia.
2. Individuals and organisations may submit nominations using the relevant nomination form for the Shire of Waroona Meritorious Community Service Awards and/or Australia Day Council of Western Australia Citizen of the Year Awards.
3. Only individuals and organisations working in a voluntary capacity are eligible for nomination.
4. The Australia Day Awards will be conducted on a Shire basis, and not an individual town/locality basis.
5. Nominations will be considered by the Awards Advisory Group for recommendation to Council.
6. The number of Shire of Waroona Meritorious Community Service Awards for both categories to be presented each year will be determined by Council on a case-by-case basis.
7. Persons who have already received a Premier's Australia Day Award or Citizen of the Year Award from the Shire of Waroona will be ineligible to receive a Shire of Waroona Meritorious Community Service Award.
8. The awards will be presented during the Shire of Waroona Australia Day Celebrations on an annual basis.
9. Award recipients will be presented an appropriate gift~~ed~~ or voucher up to the value of \$100 and purchased from a local business where practicable~~a potted native plant.~~

4. Legislative and Strategic Context

Nil

5. Review

This policy is to be reviewed triennially.

6. Associated Documents

Nil

7. Document Control

Division	Community		
Policy Number	CP003		
Contact Officer	Manager Community Development		
Related Legislation	Nil		
Related Shire Documents	CM001 – Australia Day Awards		
File Number	RC.1		
Risk Rating	Low	Review Frequency	Triennially
Next Review	April 28	Date Adopted	26/10/2010
OCM Number	OCM10/10/163	Previous Policy No.	COM003

8. Amendments

Date	Details of Amendment	Reference	Record Number
24/11/2015	Updated as part of major review.	OCM15/11/138	
22/11/2016	Updated as part of major review.	OCM16/11/123	
18/12/2018	Updated as part of major review.	OCM18/12/126	
22/06/2021	Updated as part of major review and reformatted.	OCM21/06/071	
26/11/2024	Added requirement to advertise annually in the Drakesbrook Despatch newsletter, and for award recipients to receive a native plant.	OCM24/11/181	
27/05/2025	Changed name of Australia Day Awards Committee to Awards Advisory Group. Reformatted into new template.	OCM25/05/070	CM.7

24/03/2026Amended award recipient gift to an appropriate
gift up to value of \$100.00.<OCM ref>CM.7



CODE OF CONDUCT

for Council Members,
Committee Members
and Candidates

FRAMEWORK

2026

TOWARDS
2034

Document No: ELFW001



About this document

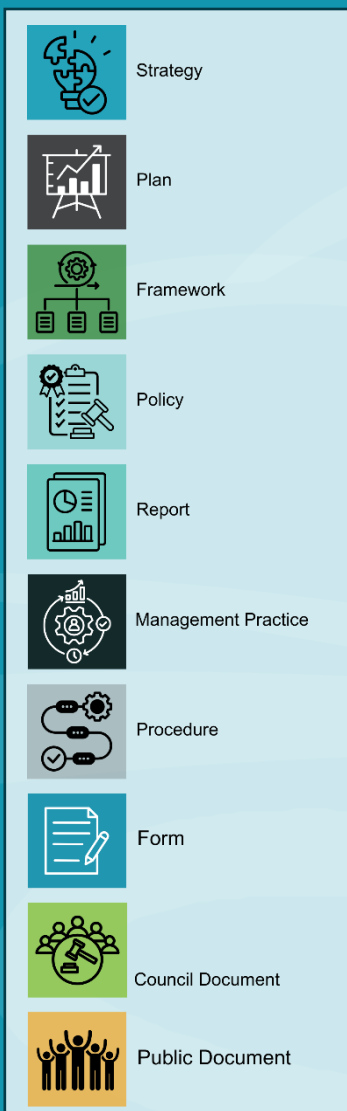
The Code of Conduct for Council Members, Committee Members and Candidates has been adopted in accordance with, and satisfying the requirements of, [section 5.104 of the Local Government Act 1995](#) and [Schedule 1 to the Local Government \(Model Code of Conduct\) Regulations 2021](#).

Disclaimer

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Accessibility

This document is available in alternative formats such as large print, electronic, audio or Braille, on request.



Document Control

Doc No.	Date Reviewed	Details	Author	File No.
N/A	23/03/2021	Adopted by Council	Corporate Compliance Officer	Nil
ELFW001	<date>	Amended to reflect updated Model Code of Conduct	Senior Governance Officer	GR.25

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Local Government (Model Code of Conduct) Regulations 2021

Schedule 1 — Model Code of Conduct

[r. 3]

Division 1 — Preliminary Provisions

1. Citation

This is the *Shire of Waroona 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.

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.

(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).

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.

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).

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.

Division 4 — Rules of conduct

Notes for this Division:

~~4.—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. Under section 5.105(1) of the Act a council member commits a minor breach if the council member contravenes a rule of conduct. This extends to the contravention of a rule of conduct that occurred when the council member was a candidate.~~

- ~~1.~~
2. A conduct breach is dealt with under Part 8A Division 5 of the Act.

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.

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.



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WA Police Force Ref: 0691-2024

OVERARCHING MEMORANDUM OF UNDERSTANDING

BETWEEN

WESTERN AUSTRALIA POLICE FORCE

AND

WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION

IN RELATION TO

ACCESS TO LOCAL GOVERNMENT AREAS' LIVE CCTV FEEDS

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1. Background

- 1.1. The Western Australia Police Force (**WA Police Force**) is committed to building partnerships to enhance capability to deliver community safety outcomes. A key capability used by WA Police Force is the ability to visualise incidents through access to live CCTV feeds. An inhibitor to WA Police Force using this capability more widely is the disparate nature of interfacing existing donor systems, with a separate log-in required for each.
- 1.2. WA Police Force has engaged with the Vendor who will provide a solution to aggregate and display a vast source of visual data from any donor video management system into a single agnostic video solution. This consolidated system will improve situational awareness, enhance decision-making and support WA Police Force's response in emergencies and investigation into serious crime.
- 1.3. The WA Local Government Association (**WALGA**), is an independent, member based, not-for-profit organisation representing and supporting the WA Local Government sector. WALGA shares a commitment to creating safer communities.
- 1.4. The intent of this memorandum of understanding (**MOU**) is to allow WA Police Force to better support the prevention and detection of criminal activities and maintain community safety within local government areas (**LGAs**) – through the provision of access to live CCTV feed.
- 1.5. This MOU will not supersede, but will work alongside, any existing MOUs between local police stations and respective LGAs relating to CCTV sharing, to the extent that such MOUs relate to direct access to CCTV feeds at the local police station. In the event of any inconsistency, this MOU shall prevail to the extent of the inconsistency.

2. Honour Clause

- 2.1. While nothing in this MOU is legally binding, the Parties undertake to carry out their responsibilities and obligations under this MOU in good faith to achieve the purpose and objective of this MOU.

3. Definitions

In this MOU, unless the context otherwise requires:

CCTV	means Closed Circuit Television.
CCTV Sharing Scheme	means the scheme to be established under this MOU whereby WA Local Governments may provide access to their live CCTV feeds to WA Police Force (through the Vendor's Platform).
CCTV System	means physical cameras, network and server infrastructure that support livestreaming or recording of video streams for security and surveillance purposes.
Commencement date	means the date this MOU is endorsed by the Parties.

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Gateway Device	means a small-form-factor barebone computer kit connected to the Vendor's Platform or such other technology.
Participants	means the Parties to this MOU and any Third-Party Provider that agrees to participate in the CCTV Sharing Scheme through a schedule to this MOU.
Parties	means WA Police Force and WALGA, and Party is a reference to either of them.
Schedules	means any schedules to this MOU entered into in accordance with clause 5 of this MOU, and Schedule is a reference to one of them.
Third-Party Provider	means a WA Local Government that has signed a Schedule to this MOU to share their live CCTV feed with WA Police Force.
Vendor	means SaferCities Pty Ltd ABN 44 674 682 654 (SaferCities), or any other entity that may be engaged by WA Police Force in place of SaferCities to provide a Vendor's Platform for the purposes of the CCTV Sharing Scheme.
Vendor's Platform	means the video convergence platform developed and maintained by the Vendor, utilised by WA Police Force for the purposes of the CCTV Sharing Scheme.
WA Police Force staff	means all police officers and intelligence analysts.
Warranty Period	means 5 years from the date of installation of the Vendor's Platform.

4. Scope

- 4.1. This MOU and Schedules are intended:
- a. To provide a framework to which Schedules can be added to formalise any future arrangements between WA Police Force and LGAs for participation in the CCTV Sharing Scheme.
 - b. To enhance community safety through the sharing of WA Local Government CCTV vision with WA Police Force, to better collaborate, improve situational awareness, and enable the capacity for visual verification during a police operation.
 - c. To set out appropriate parameters around how, when and for what purposes WA Police Force may use any data obtained or retained under this MOU.
 - d. To detail the benefits of, and particulars of the proposed implementation for, the CCTV Sharing Scheme, enabling real-time access to, and sharing of, live CCTV feeds from existing public-facing LGAs CCTV Systems with WA Police Force.
- 4.2. This MOU will continue in the event any Party has a name change, subject to clause 16.

5. Schedules to MOU

- 5.1. The Parties agree that WA Police Force may prepare and finalise Schedules to this MOU.
- 5.2. Any Schedule entered into will be annexed to, and will be read with, this MOU.
- 5.3. WALGA acknowledges that it does not need to agree to the individual content of, or endorse, any Schedule entered into under this MOU.
- 5.4. WALGA will be provided a copy of each Schedule entered into under this MOU within a month of the Schedule being signed by WA Police Force and the Third-Party Provider.

6. Roles and Responsibilities

- 6.1. WA Police Force will:
 - a. coordinate the installation of a Gateway Device, or any similar device utilised by the Vendor for the purposes of linking a Third-Party Provider's CCTV System to the Vendor's Platform, at any site where the control centre of a participating Third-Party Provider's CCTV System is located;
 - b. meet all the reasonable costs of installation (not including bandwidth) and maintenance during the Warranty Period of the Gateway Device;
 - c. adhere to any additional terms specified in the relevant Schedule by a Third-Party Provider relating to the ability to move or adjust the Third-Party Provider's CCTV System;
 - d. ensure that all necessary liaison, assistance and cooperation is provided to the Third-Party Provider's staff to facilitate the successful operation of the CCTV Sharing Scheme;
 - e. access and utilise the Vendor's Platform and data contained within for the purposes of, or in connection with, the performance or exercise of its official functions, duties or powers, and for the purposes for which the data was obtained; and
 - f. be solely responsible for the use of any data obtained or retained in accordance with this MOU.
- 6.2. WA Police Force will not be responsible for the day-to-day monitoring of the CCTV System.
- 6.3. Notwithstanding clause 6.2, WA Police Force, in consultation with the relevant Third-Party Provider, may monitor the relevant CCTV System to the extent that is consistent with clause 9.3 if required, however such monitoring is not to interfere with the activities of the staff of other Third-Party Providers.

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6.4. WALGA will:

- a. assist WA Police Force with establishing the framework to enable LGA participation in the CCTV Sharing Scheme, providing input as set out in this MOU; and
- b. provide encouragement, guidance and support to WA Local Governments who are WALGA members that propose to be Participants, including with respect to the process, purpose and effect of entering into a Schedule to this MOU and participating in the CCTV Sharing Scheme.

6.5. It is intended that any Third-Party Provider will:

- a. allow the installation of the Gateway Device or any similar device utilised by the Vendor for the purposes of linking a Third-Party Provider's CCTV System to the Vendor's Platform, subject to the outcome of the Discovery Process as outlined in clause 6.6;
- b. allow WA Police Force access to a Third-Party Provider's CCTV System using the Vendor's Platform;
- c. be responsible for maintenance, repair or replacement of the Gateway Device after the Warranty Period has expired (as outlined in 6.1 a.);
- d. collaborate with the Vendor and WA Police Force to either perform (if requested) or provide assistance (if required) to configure the appropriate 'camera profile' on nominated CCTV cameras, to enable secondary streams to be sent on request to the Gateway Device, or any similar device utilised by the Vendor for the purposes of linking a Third-Party Provider's CCTV System to the Vendor's Platform;
- e. liaise with WA Police Force prior to upgrading or altering their CCTV System in any way that may impair the compatibility of facilities installed at their premises with the Vendor's Platform; and
- f. report to the WA Police Force liaison officer at clause 17.1, in writing as soon as practicable, any issues that are affecting or may affect the CCTV access being provided e.g., camera faults or removal.

6.6. Discovery Process

- a. Prior to the installation of the Gateway Device or before the upgrade or alteration of the Third-Party Provider's CCTV System, the Vendor and the Third-Party Provider will undergo a discovery process to define and understand:
 - i. The CCTV System used by the Third-Party Provider;
 - ii. Agreement on which CCTV cameras can be shared with WA Police Force;
 - iii. Agreement on the bandwidth to be made available by the Third-Party Provider;

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- iv. The resolution to be used for streaming the CCTV cameras; and
 - v. The physical location where the Gateway Device will be installed.
- b. After consultation and agreement with the Third-Party Provider, the Vendor will develop a 'low-level' architecture that will detail installation and connection in a manner that does not impact the operations of the Third-Party Provider.
 - c. The intent of the discovery process is to minimise or eliminate any impact on the Third-Party Provider's operations, infrastructure or software. Acceptance of the plan includes acceptance of any risk.
 - d. During the discovery process, the Vendor can address any particular queries that the Third-Party Provider may have.
 - e. Installation of the Gateway Device will only proceed if all Parties are satisfied with the discovery process and after endorsement by the Vendor and the Third-Party Provider.

7. Principles

- 7.1. The Participants will take all reasonable steps to ensure that any data shared between any of the Participants under the auspices of this MOU will be:
 - a. shared securely, safely and lawfully;
 - b. consistent with the legal, privacy and security obligations applicable to each of the Participants; and
 - c. managed as set out in this MOU and Schedules.

8. Funding

- 8.1. Except as provided for in clause 6 of this MOU or any Schedule to this MOU, all Participants will meet their own operational costs (including bandwidth) associated with the activities stemming from the operation of this MOU.

9. Intended Data Sharing Process

- 9.1. Third-Party Providers shall nominate which public-facing CCTV cameras and/or live streams within their jurisdiction will be viewable by WA Police Force.
- 9.2. WA Police Force will have access to the nominated live CCTV feeds of Participants at all times for the duration of the relevant Schedule and/or this MOU.
- 9.3. Unless otherwise agreed by a relevant Third-Party Provider, WA Police Force will not have operative control of any mechanical pan/tilt/zoom (PTZ) CCTV cameras.
- 9.4. WA Police Force may use the Vendor's Platform to take an image of any person/s or thing captured by the Third-Party Provider's CCTV System which is of interest in relation to a law enforcement or community safety issue; for the purpose of further police investigation; or for the purpose of intelligence-gathering, including dissemination internally within WA Police Force.

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- 9.5. WA Police Force may use the Vendor's Platform to release an image of any person or thing captured by the Third-Party Provider's CCTV System externally to media outlets for the purpose of law enforcement or community safety; further police investigation; or for the purpose of intelligence-gathering. This will not be released without prior approval, in writing, from the Third-Party Provider.
- 9.6. WA Police Force may share any live CCTV feed available through the Vendor's Platform on the basis of this MOU with other Australian law enforcement agencies for the purposes of community safety, maintaining law and order or investigating alleged criminal behaviour or activity under Australian law, including the law of any Australian State or Territory.
- 9.7. Where WA Police Force requires the retrieval or use of any footage captured by a Third-Party Provider's CCTV System for evidential purposes or for further investigation, a request will be made to the Third-Party Provider directly for export of the relevant footage in accordance with any applicable legislation and WA Police Force operating procedures.

10. Vendor and WA Police Force Access and IT Security

- 10.1. The Vendor will implement a single sign-on (**SSO**) function for WA Police Force staff to access the Vendor's Platform. The SSO function will make the Vendor's Platform a Restricted Access Computer system and therefore any unlawful access or use of data from the CCTV System may constitute a criminal offence under s 440A of the *Criminal Code (WA)*.
- 10.2. The role of the Vendor is to link data systems between WA Police Force and Third-Party Providers. The Vendor does not store any data and is not appraised of the purpose of any data sharing on the Vendor's Platform in accordance with this MOU.
- 10.3. The Vendor's Platform will operate on an Australian based server, and at no time will data move off-shore.
- 10.4. WA Police Force staff will access the Vendor's Platform through their police computer network logon and can only access that network consistent with the security controls that are in place. All access to the Vendor's Platform and activities conducted within are logged and can be audited at any time by WA Police Force, if required.
- 10.5. The Vendor's Platform will not be accessible on the internet.

11. Security of Data

- 11.1. The Participants will take appropriate measures to secure any data collected or retained in accordance with this MOU, as applicable, in accordance with relevant legislation and internal policies, and agree to ensure:
 - a. appropriate security measures are in place to protect data provided by any other Participant from unauthorised use, access, modification or disclosure;
 - b. that any of their personnel who are authorised to access data provided by any other Participant will not record, disclose or communicate such data except in

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the performance of official duties, or as otherwise set out in this MOU or any Schedule or as agreed between the relevant Participants or where permitted by law.

- c. the provisions of this MOU governing the use, protection, and handling of data collected or retained in accordance with this MOU will survive the termination of this MOU.

12. Third Party Access to Data

12.1. Other than as provided for in clauses 9.4 to 9.7, and unless required by any applicable law, any data collected or retained in accordance with this MOU shall not be shared with, or transferred to any third party without the prior written consent of the Third-Party Provider from whom the data originated.

13. Conflict of Interest

13.1. If a conflict of interest arises in respect to or between any Participants, the relevant Participants must:

- a. promptly notify the other Participant/s that the conflict has arisen and provide full details; and
- b. take reasonable steps in consultation with the other Participant/s to resolve or remove the conflict as soon as possible.

14. Dispute Resolution

14.1. Any dispute that arises between the Parties in relation to the content or operation of this MOU will be referred to the respective Liaison Officers, nominated in clause 17, and the applicable Schedule for resolution. Where the Liaison Officers are unable to resolve the dispute, the matter may be referred to the signatories to this MOU for resolution.

15. Commencement and Duration

15.1. This MOU comes into effect on the Commencement date.

15.2. This MOU remains in effect until it is cancelled in writing by either Party, providing a minimum of 30 days' notice.

15.3. This MOU may be executed in any number of counterparts which, when taken together will be considered as one document.

16. Review and Variation

16.1. This MOU is to be reviewed within a period of two years after the Commencement date, and every two years thereafter. This MOU may be reviewed at any other time at the request of either Party. This MOU, excluding the Schedules, may only be varied by written agreement of the Parties.

16.2. In the event of an inconsistency between this MOU and a Schedule to this MOU, the inconsistency shall be resolved in favour of the Schedule.

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17. Liaison Officers

17.1. The following positions are the first point of contact for the Parties for any queries relating to this MOU:

WA Police Force

Divisional Superintendent
State Operations Command Centre
(08) 9263 2492
SOCCDivisionalOffice@police.wa.gov.au

WALGA

Tony Brown
Executive Director Member Services
(08) 9213 2051
tbrown@walga.asn.au

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ENDORSEMENT



SIGNED FOR AND ON BEHALF OF

WESTERN AUSTRALIA POLICE FORCE by:

Arlene Mavratsou APM

Assistant Commissioner

State Intelligence and Command

18 October 2024

**SIGNED FOR AND ON BEHALF OF
WESTERN AUSTRALIAN LOCAL
GOVERNMENT ASSOCIATION** by:



Nick Sloan

Chief Executive Officer

Date: 25 October 2024

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WA Police Force Ref: 0691-2024-**

OVERARCHING MEMORANDUM OF UNDERSTANDING

BETWEEN

WESTERN AUSTRALIA POLICE FORCE

AND

WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION

IN RELATION TO

ACCESS TO LOCAL GOVERNMENT AREAS' LIVE CCTV FEEDS

SCHEDULE 0691-2024-- Shire of Waroona**

xxx

Commented [TC1]: LGA to insert logo

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1. INTRODUCTION

- 1.1 This Schedule is made pursuant to clause 5.1 of the Overarching Memorandum of Understanding between the Western Australia Police Force and Western Australian Local Government Association (**WALGA**), 'in relation to Access to Local Government Areas' Live CCTV Feeds' (reference 0691-2024) (**Overarching MOU**).
- 1.2 This Schedule is to be read in conjunction with the Overarching MOU.
- 1.3 In the event of an inconsistency between the Overarching MOU and this Schedule, the inconsistency shall be resolved in favour of this Schedule.
- 1.4 This Schedule forms the basis of an understanding between the WA Police Force, and the Shire of Wyndham
- 1.5 The purpose of this Schedule is to:
- a. acknowledge the ownership of CCTV data being with the Shire of Waroona and to facilitate the sharing of that data with the WA Police Force for the purpose as outlined in clause 1.4 of the Overarching MOU; and
 - b. formalise the roles and responsibilities of the WA Police Force and Shire of Waroona] as at clauses 6.1, 6.5 and 6.6 of the Overarching MOU.

2. DEFINITIONS AND INTERPRETATION

For the purposes of this Schedule, the following definitions apply:

Parties Means the WA Police Force and Shire of Waroona, and **Party** is a reference to either of them.

The remainder of the terms of this Schedule shall be interpreted in accordance with the Overarching MOU.

3. AGREEMENT TO SHARE CCTV

- 3.1 The Shire of Waroona agrees to share its live CCTV feed with the WA Police Force, subject to clause 4 of this Schedule.
- 3.2 The Shire of Waroona confirms it has reviewed the terms of the Overarching MOU and accepts those terms, including that the Shire of Waroona agrees to the roles and responsibilities of a 'Third-Party Provider' (and Participant) as set out in the Overarching MOU.

4. SPECIFIC CONTENT

- 4.1. Add content or Not Applicable

5. DURATION

- 5.1. This Schedule takes effect on the date of execution by the Parties and remains in effect until cancelled in writing by either Party, providing a minimum of 30 days' notice.

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5.2. This Schedule will otherwise automatically terminate in the event that the Overarching MOU is terminated unless otherwise agreed by the Parties.

6. REVIEW OF THE SCHEDULE

6.1. This Schedule is to be reviewed every 2 years from the date of execution by the Parties or at any other time at the request of either Party.

6.2. This Schedule may be executed in any number of counterparts which, when taken together will be considered as one document.

7. LIAISON OFFICERS

7.1. The following delegated authority positions are the first point of contact for any queries relating to this Schedule:

WA Police Force
Divisional Superintendent
State Operations Command Centre
(08) 9263 2492
SOCCDivisionalOffice@police.wa.gov.au

Shire of Waroona
[Rank / Position]
[Division / Portfolio]
PH
Email

8. COSTS

8.1. Each Party agrees to bear its own costs in relation to fulfilling the objectives and responsibilities under this Schedule.

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9. ENDORSEMENT

SIGNED FOR AND ON BEHALF OF THE
WESTERN AUSTRALIA POLICE FORCE by:

SIGNED FOR AND ON BEHALF OF
[LGA] by:

[NAME]
[TITLE]

[NAME]
[TITLE]

Date:

Date:

Our ref: A14801490
Enquiries: Kristi Clarke, 0466 940 197

Mr Mark Goodlet
Chief Executive Officer
Shire of Waroona
Via email to: ceo@waroona.wa.gov.au

Dear Mr Goodlet

ABORIGINAL HERITAGE PROCESSES IN THE SOUTH WEST REGION

The State Government is committed to the continued growth of our world class South West region, partnering with local government authorities, Aboriginal organisations and industry to deliver long-term benefits for the community.

The South West Native Title Settlement (Settlement) is an integral component of this objective, delivering important benefits to Aboriginal people of the Noongar nation. Under the Settlement, six Regional Corporations were established as key partners to, among other functions, support the management and protection of Aboriginal heritage across the region.

There has been some recent confusion about how Aboriginal heritage processes work and the role of Regional Corporations and options for agreement making. Like all other native title parties, the Regional Corporations play an important role in protecting Aboriginal heritage and – along with other Traditional Owners and knowledge holders – should be consulted when planning activities that may impact on their Aboriginal Heritage.

A Noongar Standard Heritage Agreement (NSHA) developed under the six Settlement Indigenous Land Use Agreements (ILUAs) sets heritage requirements for State Government Proponents on how they engage with the Regional Corporations. While local government authorities are not a party to the Settlement ILUAs, and are not bound to enter into and follow the NSHA, a modified version of the agreement tailored for local government regulations was developed with the Western Australian Local Government Association. Some local governments and Regional Corporations have entered into a partnership through that Noongar Heritage Agreement for Local Government (NHALG). The Department can assist with more information and a copy of the NHALG.

It should be noted that while some Regional Corporations have developed alternative heritage agreements, the NSHA and the NHALG remain the only Government endorsed form of heritage agreements. When negotiating agreements for Aboriginal heritage, other forms may seek to contract a broader range of services than the standard provided for in the Settlement, or as required under the *Aboriginal Heritage Act 1972*.

Each local government is encouraged to seek independent advice to ensure that any such agreement meets their requirements.

If a local government chooses to enter a new Aboriginal heritage agreement, consultation should happen directly with the Regional Corporation in the first instance. Some of the Regional Corporations have taken up the task of entering new agreements, while others have asked that the South West Aboriginal Land and Sea Council (SWALSC) manage agreement making on their behalf. If you have an existing NSHA or NHALG, then the contact point should be the party the agreement has been signed with.

A statutory or regulatory consent is only required where harm to Aboriginal heritage cannot be avoided. When planning activities that may impact Aboriginal heritage, consult the [Aboriginal Heritage Act 1972 Guidelines](#) or contact the Department's Aboriginal heritage team for advice. Please note that consent of the respective landowner must be obtained prior to submitting an Aboriginal heritage application. We have recently published additional information on our website clarifying the roles and responsibilities of native title parties and decision makers, and the role of heritage agreements. This information can be found at www.wa.gov.au/aboriginal-heritage.

I encourage all local governments to continue engaging and procuring the services of the Regional Corporations and supporting Aboriginal groups and Traditional Owners who hold local knowledge and rights and can provide cultural heritage, community and professional services to support your events and projects on Country.

Yours sincerely



Anthony Kannis PSM
Director General

28 July 2025

Noongar Heritage Agreement for Local Government

**South West Aboriginal Land & Sea Council
Aboriginal Corporation, ICN 3832** for and on
behalf of the **Gnaala Karla Booja People
Agreement Group.**

Name of Local Government: Shire of Waroona

NHALG Reference Number: Enter number here

Date: Select date

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Local Government: Enter details here — Noongar Heritage Agreement for Local Government

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Date

THIS AGREEMENT is made on [Click here to enter a date.](#)

Parties

South West Aboriginal Land & Sea Council Aboriginal Corporation, ICN 3832 (SWALSC) for and on behalf of the **Gnaala Karla Booja Agreement Group.**

Local Government: [Enter details here](#)

ABN or ACN: [Click here to enter text.](#)

Recitals

- A. SWALSC represents the Gnaala Karla Booja Agreement Group in relation to Aboriginal Heritage matters in the Agreement Area.
- B. The Local Government may wish to conduct Activities in the Agreement Area.
- C. The Parties have entered into this Agreement to ensure that the Activities are carried out in a manner that does not damage or destroy Aboriginal Sites and Aboriginal Objects.
- D. Under the *Aboriginal Heritage Act 1972 (WA)* the Minister for Aboriginal Affairs and his delegated officers have the responsibility for recording, preserving and protecting places that are of significance in Western Australia. Officers in DPLH may provide the Parties with information about the evaluation and recording of sites upon request to assist with the processes set out in this NHALG.

The Parties agree as follows:

Agreed Terms

1. Definitions and interpretation

1.1 Definitions

In this NHALG, unless the contrary intention appears:

Aboriginal Consultants means:

- (a) those members of the Agreement Group or Noongar persons who have been identified by SWALSC as persons who can speak about the Survey Area; and, where applicable
- (b) persons identified by DPLH in consultation with SWALSC who have previously been recorded on the Aboriginal Heritage Act Register in relation to particular sites in the Survey Area.

Aboriginal Cultural Business means a funeral, event or other ceremony that, in accordance with traditional laws and customs, the members of the Agreement Group are required to attend or that prevents the members of the Agreement Group from attending to day to day business.

Aboriginal Heritage means the cultural heritage value of an Aboriginal Site or of an Aboriginal Object.

Aboriginal Heritage Act means the *Aboriginal Heritage Act 1972 (WA)*.

Aboriginal Heritage Act Minister means the Minister in the Government of the State from time to time responsible for the administration of the Aboriginal Heritage Act.

Aboriginal Heritage Act Register means the register of places and objects established and maintained under section 38 of the Aboriginal Heritage Act.

Aboriginal Heritage Act Registrar means the 'Registrar of Aboriginal Sites' appointed under section 37(1) of the Aboriginal Heritage Act.

Aboriginal Heritage Act Section 16 Application means an application to the Aboriginal Heritage Act Registrar for authorisation under section 16 of the Aboriginal Heritage Act to enter upon an Aboriginal Site and to excavate the site or to examine or remove anything on or under the site.

Aboriginal Heritage Act Section 18 Application means an application to the Aboriginal Heritage Act Minister for consent under section 18 of the Aboriginal Heritage Act to use land.

Aboriginal Heritage Agreement means an agreement with SWALSC or one or more members of the Agreement Group concerning Aboriginal Heritage Surveys in the Agreement Area. To avoid doubt, this NHALG is a form of Aboriginal Heritage Agreement.

Aboriginal Heritage Liaison Officer means the person appointed under clause 10.1(a)(ii).

Aboriginal Heritage Service Provider means the person or company engaged by SWALSC, or by the Local Government, to plan and carry out a Survey or Surveys in the Agreement Area. The Aboriginal Heritage Service Provider may be the same as the Principal Aboriginal Heritage Consultant, or may be a separate entity or person. The Aboriginal Heritage Service Provider may also be SWALSC.

Aboriginal Heritage Survey means a survey conducted to assess the potential impacts of Activities on Aboriginal Heritage, whether or not conducted under this NHALG and may include anthropological, ethnographic or archaeological investigations as appropriate. To avoid doubt, an Aboriginal Heritage Survey includes a Survey.

Aboriginal Object means an object to which the Aboriginal Heritage Act applies by operation of section 6 of the Aboriginal Heritage Act.

Aboriginal Site means a place to which the Aboriginal Heritage Act applies by operation of section 5 of the Aboriginal Heritage Act, including sites that are not on the Aboriginal Heritage Act Register.

ACMC means the Aboriginal Cultural Material Committee established under section 28 of the Aboriginal Heritage Act.

Activity means physical works or operations, involving entry onto the Agreement Area (whether on the surface of the land or waters, or under or over that surface).

Activity Notice means a notice issued by the Local Government to SWALSC under clause 8.2.

Activity Notice Response means notice given by SWALSC to the Local Government under clause 8.3(a).

Activity Program means all Activities described in an Activity Notice.

Agreement Area means the area to which this NHALG applies, being the land and waters described in Schedule 3.

Agreement Group means the Native Title Agreement Group as defined in the ILUA.

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

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

Confidential Information has the meaning given in clause 19.1.

CPI means the Consumer Price Index, All Groups Index, number for Perth, Western Australia, published from time to time by the Australian Bureau of Statistics (catalogue number 6401.0). If that index ceases to be published by the Australian Bureau of Statistics then CPI shall mean such other index as represents the rise in the cost of living in Perth, Western Australia, as the State reasonably determines after consulting with SWALSC.

CPI Calculation means:

$$\frac{CPI_n}{CPI_{base}}$$

A
x
w
h
e
r
e
:

A = the initial base payment under this NHALG as set out in Schedule 5;

CPI_n = the latest June quarterly CPI number as published each year by the Australian Bureau of Statistics;

CPI_{base} = the June 2014 quarterly CPI number as published by the Australian Bureau of Statistics in the second half of the 2014 calendar year.

DPLH has the meaning given to Department in section 4 of the Aboriginal Heritage Act and as at the Effective Date is the State's Department of Planning, Lands and Heritage.

DPLH Guidelines means the Guidelines with respect to preparing Aboriginal Heritage Survey reports and applications to the ACMC under section 18 of the Aboriginal Heritage Act published on the DPLH website as modified from time to time.

Due Diligence Guidelines means the current Aboriginal heritage due diligence guidelines issued by the DPLH as amended from time to time.

Effective Date means the date on which this NHALG comes into force and effect as an agreement between the Parties, as more particularly described in clause 4.1.

Estimated Survey Costs has the meaning given in clause 9.5(b).

Event of Default means any of the events described in clause 17.1(b).

Force Majeure means an event or cause beyond the reasonable control of the Party claiming force majeure comprising any of the following:

- (a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone or wind and wave conditions associated with a cyclone, tidal wave, landslide, adverse weather conditions;
- (b) strike, lockout or other labour difficulty;

- (c) act of public enemy, war, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, terrorism; or
- (d) the effect of any law or authority exercised by a government authority or official by law.

GPS means a global positioning system device.

Ground Disturbing Activity means any Activity that is not Low Ground Disturbance Activity or Minimal Impact Activity.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes all associated legislation and regulations and any legislation or regulations substituting for or amending any of the foregoing.

Heritage Information Submission Form means the form referred to in Schedule 7 and, if that form is up-dated by DPLH, that form as set out at the relevant time on the DPLH website.

ILUA means the Indigenous Land Use Agreement described in items 1 to 4 of Schedule 2.

Insolvency Event means where a Party:

- (a) commits an act of insolvency under and for the purposes of the Corporations Act 2001 (Cth) or the CATSI Act; or
- (b) is placed under external administration under and for the purposes of Chapter 5 of the Corporations Act 2001 (Cth); or
- (c) is placed under external administration under and for the purposes of Chapter 11 of the CATSI Act; or
- (d) is unable to pay all its debts as and when they become due and payable.

Last Fieldwork Day has the meaning given in clause 12.1.

Local Government Procurement Requirements means the Local Government Act 1995 (WA), the Local Government (Functions and General) Regulations 1996 (WA), and the Local Government Purchasing Policy, as amended from time to time.

Local Government Purchasing Policy means a purchasing policy adopted by the Local Government under regulation 11A of the Local Government (Functions and General) Regulations 1996 (WA).

Low Ground Disturbance Activity means any Activity that involves only minor ground disturbance. Low Ground Disturbance Activity includes the following:

- (a) sampling using hand methods (including hand augering); and
- (b) geophysical, biological, environmental or conservation surveys, including installing monitoring plots and marker posts; and

- (c) establishing temporary camps for exploration, environment or conservation purposes, where the establishment of the temporary camp does not require the removal of trees or shrubs and does not require any earthworks; and
- (d) reconnaissance and patrol in light vehicles; and
- (e) drilling using hand held rig or rig mounted on 4 wheel vehicle and only on cleared tracks; and
- (f) drilling using existing access and without the construction of new roads and tracks (and where use of the existing roads or tracks involves no disturbance to plant roots); and
- (g) digging pitfall traps and temporary trenches for small animals; baiting and installation of temporary fences and nest boxes; and removing soil and flora samples and cores up to 20 kilograms, and up to a depth of two metres from the natural surface; and
- (h) collecting and removing loose rocks, firewood, flora or fauna; and
- (i) fossicking for rocks and gemstones; and
- (j) conducting tests for water, site contamination, or other scientific or conservation purposes; and
- (k) maintaining and refurbishing existing facilities, including recreation and camping facilities, water points, signs and other structures; and
- (l) maintaining but not widening existing roads, drains, culverts, bridges, trails, tracks, fence lines and firebreaks; and
- (m) erecting signage and barriers using hand and mechanical augers; and
- (n) revegetating of degraded areas, including fencing areas of vegetation; and
- (o) rehabilitating previously disturbed areas, including ripping, scarifying, matting, brushing, seeding and planting; and
- (p) carrying out species recovery programs; and
- (q) erosion control activities around existing roads, infrastructure or facilities; and
- (r) weed control using hand, mechanical and chemical methods of control excluding excavation or furrowing of soil; and
- (s) conducting tourism operations that:
 - (i) are based in established facilities; or
 - (ii) require the establishment of new facilities that require no, or only minor, ground disturbance; and

- (t) any other use of hand-held tools, not referred to in the preceding paragraphs; and
- (u) events such as car rallies and marathons using existing roads, stock routes or pastoral lease tracks; and
- (v) walking, driving or riding tours using existing roads, stock routes, pastoral lease tracks or historical trails (official or unofficial); and
- (w) exercise of grazing rights permitted under Division 3, Subdivision G of the *Native Title Act 1993*; and
- (x) the laying of water pipelines across the ground where no excavation is required; and
- (y) any other Activities agreed in writing by the Parties to be Low Ground Disturbance Activities.

Minimal Impact Activity means any Activity that involves minimal or no ground disturbance. Minimal Impact Activity includes the following:

- (a) Walking, photography, filming; and
- (b) Aerial surveying and magnetic surveys; and
- (c) Use of existing tracks and water courses; and
- (d) Environmental monitoring; and
- (e) Water and soils sampling; and
- (f) Fossicking using hand held instruments; and
- (g) Spatial measurement; and
- (h) Scientific research, using hand held tools; and
- (i) Cultivation and grazing in previously cultivated/grazed areas; and
- (j) Maintenance of existing paths, walls, fences, roads, tracks, bridges, public infrastructure (e.g. electrical, water, sewage) and community utilities within the existing footprint and adjacent service areas; and
- (k) Feral animal eradication, weed, vermin and pest control, vegetation control and fire prevention; but excluding construction of fences, infrastructure and clearing of native vegetation; and
- (l) Light vehicular access and camping using existing tracks and involving no clearance of vegetation.

Noongar Boodja Trust Deed means the Trust Deed as defined in the ILUA.

Noongar Boodja Trustee means the Trustee appointed under the Noongar Boodja Trust Deed from time to time.

NHALG means this Noongar Heritage Agreement for Local Government.

Party means a party to this NHALG and **Parties** mean any 2 or more of them as the case requires.

Preliminary Advice means advice, in writing, complying with clause 12.3(a).

Principal Aboriginal Heritage Consultant means the anthropologist, archaeologist or other appropriately qualified professional nominated and agreed under clauses 8.3(d) or 9.6.

Program of Proposed Works means the program of proposed works for a specified period prepared by a Local Government that will be carried out, wholly or partially, in the Agreement Area.

Regional Corporation has the meaning given in the Noongar Boodja Trust Deed.

Related Agreement Areas has the same meaning as given in the ILUA.

Related Agreement Group means the Related Native Title Agreement Group as defined in the ILUA.

Sensitive Heritage Information means culturally restricted information about Aboriginal Sites or any other items of Aboriginal Heritage, provided by the Aboriginal Consultants during the course of or in relation to a Survey, including where such information is contained in any Survey Report.

Site Avoidance Model means a Survey methodology involving the identification of areas where Activity should not be undertaken because of the presence of an Aboriginal Site within that area.

Site Avoidance Survey means a Survey carried out using the Site Avoidance Model.

Site Identification Model means a Survey methodology involving the identification of Aboriginal Sites.

Site Identification Survey means a Survey carried out using the Site Identification Model.

Survey means an Aboriginal Heritage Survey conducted under this NHALG.

Survey Agreement Date has the meaning given in clauses 9.1(a) or 9.1(b).

Survey Agreement Period has the meaning given in clause 9.1(d).

Survey Area means the area of land or waters the subject of a Survey, or proposed to be the subject of a Survey.

Survey Methodology means either a Site Avoidance Model or a Site Identification Model.

Survey Report means a report of the results of a Survey, containing the information set out in clause 12.4 and Schedule 6.

Survey Team has the meaning given in clause 10.1.

1.2 Interpretation — general

In this NHALG, unless the contrary intention appears:

- (a) the headings and subheadings in this NHALG are inserted for guidance only and do not govern the meaning or construction of any provision of this NHALG;
- (b) words expressed in the singular include the plural and vice versa;
- (c) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to this NHALG and a reference to this NHALG includes any recital, schedule or annexure;
- (d) a reference to a document, agreement (including this NHALG) or instrument is to that document, agreement or instrument as varied, amended, supplemented, or replaced;
- (e) a 'person' includes a company, partnership, firm, joint venture, association, authority, corporation or other body corporate, trust, public body, Local Government or Government Proponent;
- (f) a reference to a 'person' (including a Party to this NHALG) includes a reference to the person's executors, administrators, successors and permitted assigns, transferees or substitutes (including persons taking by permitted novation);
- (g) a reference to a person, statutory authority or government body (corporate or unincorporate) established under any statute, ordinance, code, legislation or other law includes a reference to any person (corporate or unincorporate) established or continuing to perform the same or substantially similar function;
- (h) a reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not it is in writing;
- (i) 'including' means 'including but not limited to';
- (j) a reference to a statute, ordinance, code, legislation or other law includes regulations and other instruments under it and amendments, re-enactments, consolidations or replacements of any of them;
- (k) a reference to dollars or \$ is a reference to the currency of Australia;
- (l) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (m) a reference to a month is to be interpreted as the period of time commencing at the start of any day in one of the calendar months and ending immediately before the start of the corresponding day of the next calendar month or if there is no such day, at the end of the next calendar month;

- (n) references to time are to local time in Perth, Western Australia;
- (o) where time is to be reckoned from a day or event, that day or the day of that event is excluded;
- (p) if the day on or by which a person must do something under this NHALG is not a Business Day, the person must do it on or by the next Business Day; and
- (q) if any conflict arises between the terms and conditions contained in the clauses of this NHALG and any recitals, schedules or annexures to this NHALG, the terms and conditions of the clauses of this NHALG shall prevail.

1.3 Interpretation — liabilities and benefits

In this NHALG, unless the contrary intention appears:

- (a) any agreement, representation, warranty or indemnity set out in this NHALG which is in favour of SWALSC and the members of the Agreement Group or their entities is for the benefit of them jointly and severally; and
- (b) any agreement, representation, warranty or indemnity set out in this NHALG in favour of the Local Government, where the Local Government comprises more than one entity, is for the benefit of them jointly and severally; and
- (c) any agreement, representation, warranty or indemnity set out in this NHALG which is given by SWALSC and the members of the Agreement Group or their entities, binds them jointly and severally.
- (d) any agreement, representation, warranty or indemnity set out in this NHALG which is given by the Local Government, where the Local Government comprises more than one entity, binds them jointly and severally.

2. No Application of this NHALG to Emergency Activities

This Agreement does not apply to Activities which are urgently required to secure life, health or property, or to prevent or address an imminent hazard to life, health or property of any person.

3. Execution and effect of this NHALG

- (a) Execution of this NHALG may take place by SWALSC and the Local Government executing any number of counterparts of this NHALG, with all counterparts together constituting the one instrument.
- (b) If this NHALG is to be executed in counterparts, the Parties must execute sufficient numbers for each of them to retain one instrument (constituted by the counterparts).
- (c) Notwithstanding the prior provisions of this clause 3, the Parties acknowledge that, in order to avoid possible confusion, it is their intention that all Parties shall execute one instrument (in sufficient copies for each Party to retain an executed copy).

Local Government: Enter details here — Noongar Heritage Agreement for Local Government

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4. Term and termination

4.1 Commencement

This NHALG comes into force and effect as between the Local Government and SWALSC on the date that the last of those Parties executes this NHALG.

4.2 Termination

This NHALG shall terminate on the occurrence of whichever of the following events is first to occur:

- (a) all Parties agree in writing to end this NHALG;
- (b) as referred to in clause 17.2(d), a court order is made to wind up either Party as the result of an Event of Default.
- (c) At any time following the commencement of the NHALG under clause 4.1 either party may, at its sole discretion, terminate this NHALG for its convenience by giving the other Party 30 days' written notice (in which case the NHALG will terminate upon the expiry of that notice period).

4.3 Termination or de-registration of ILUA does not affect NHALG

Notwithstanding the termination or de-registration of the ILUA, this NHALG shall continue to apply to the Parties with full force and effect, to the extent that this NHALG has commenced under clause 4.1.

4.4 Survival of provisions and entitlements upon termination

This NHALG ceases to have any force or effect on and from the date of termination, save that:

- (a) any entitlements, obligations or causes of action which accrued under this NHALG prior to termination survive termination;
- (b) clauses 1, 4.4, 6, 12.7, 13, 18, 19, 21, 22, 25.2, 25.3, 25.4 and 25.6 survive termination.

5. Area to which this NHALG applies

This NHALG applies to the Agreement Area.

6. Authority, representations and warranties

6.1 SWALSC representations and warranties

SWALSC represents and warrants, for the benefit of the Local Government, that:

- (a) it represents the members of the Agreement Group in respect of Aboriginal Heritage matters within the Agreement Area; and

Local Government: Enter details here — Noongar Heritage Agreement for Local Government

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- (b) all conditions and things required by applicable law to be fulfilled or done (including the obtaining of any necessary authorisations) in order to enable it lawfully to enter into, exercise its rights and perform its obligations under, this NHALG have been fulfilled or done; and
- (c) it knows of no impediment to it performing its obligations under this NHALG.

6.2 Local Government representations and warranties

The Local Government represents and warrants, for the benefit of SWALSC and the members of the Agreement Group, that:

- (a) it is authorised to enter into this NHALG; and
- (b) all conditions and things required by applicable law to be fulfilled or done (including the obtaining of any necessary authorisations) in order to enable the Local Government lawfully to enter into, exercise its rights and perform its obligations under, this NHALG have been fulfilled or done; and
- (c) it knows of no impediment to the Local Government performing its obligations under this NHALG.

6.3 Reliance on warranties

Each Party acknowledges that the other Parties have relied on the warranties provided in clauses 6.1 or 6.2 (as the case may be) to enter into this NHALG.

6.4 Acknowledgement regarding legal advice

Each Party acknowledges that it has:

- (a) had the benefit of legal advice in respect of this NHALG and the effect of it on the rights, obligations and liabilities of each of the Parties to it; and
- (b) been provided with an opportunity to consider that advice and all of the provisions of this NHALG before entering into it.

7. Cooperation regarding Aboriginal Sites and proposed Activities

7.1 Early exchange of information — Program of Proposed Works

The Parties acknowledge the importance of an early exchange of information between the Local Government and SWALSC about proposed Activities in the Agreement Area to enable informed decisions to be made. In accordance with this objective:

- (a) wherever practical, the Local Government shall provide SWALSC with a Program of Proposed Works for which Activity Notices are likely to be provided in the foreseeable future; and

- (b) where, as a result of receiving the Program of Proposed Works SWALSC becomes aware of any particular cultural heritage concern arising from a proposal to conduct an Activity (including concerns as to the extent of the proposed Activity and the number of sites that may be affected), SWALSC will use its best endeavours to raise those concerns with the Local Government within 60 days after receipt of the Program of Proposed Works.

7.2 Due Diligence Guidelines

- (a) The Parties acknowledge the application of the Due Diligence Guidelines as part of the assessment process for considering the impact of any proposed Activity on Aboriginal Heritage; and
- (b) Following the issuing of the Activity Notice if there is any doubt as to the impact of any proposed Activity on Aboriginal Heritage after considering the Due Diligence Guidelines, the Parties may seek the advice and assistance of the Aboriginal Heritage Act Registrar or other relevant officer from DPLH, with respect to the provision of further information if appropriate.

7.3 No breach of Heritage Act

- (a) Nothing in this NHALG purports to authorise any act or omission that would be in breach of the Aboriginal Heritage Act.
- (b) If the Local Government carries out any Activities through contractors, then the Local Government shall ensure that such contractors are made aware of the obligations of the Aboriginal Heritage Act and of this NHALG.

8. The Activity Notice

8.1 Circumstances where no Activity Notice needs to be given

- (a) If the Local Government has reasonable grounds to form the opinion that no Survey is required (taking into account the matters referred to in clause 8.1(b) and the Due Diligence Guidelines), the Local Government may elect not to issue an Activity Notice in respect of a proposed Activity Program.
- (b) The Local Government does not have to issue an Activity Notice where the Activities proposed to be conducted consist entirely of:
 - (i) Minimal Impact Activities; or
 - (ii) Low Ground Disturbance Activities of a class that SWALSC has notified in writing to the Local Government need not be the subject of an Activity Notice.
- (c) If the Local Government has any doubt, including because of consideration of the Due Diligence Guidelines, as to whether clauses 8.1(a) and 8.1(b) operate to exempt the Local Government from issuing an Activity Notice, then the Local Government shall issue the Activity Notice in any event.

8.2 Giving the Activity Notice

- (a) Except where clause 8.1(a) or (b) applies, if the Local Government intends to undertake an Activity in the Agreement Area, it shall issue a notice in writing to SWALSC in accordance with this clause 8.2 (Activity Notice).
- (b) The main purposes of an Activity Notice are:
 - (i) to provide adequate information to assist SWALSC to make an assessment as to whether a Survey is required and if so, whether a Site Identification Survey or a Site Avoidance Survey; and
 - (ii) if a Survey is required, to provide information relevant to the conduct of that Survey.
- (c) The Activity Notice shall contain:
 - (i) the basic information specified in part 1.1 of Schedule 4; and
 - (ii) the key statements and nominations specified in part 1.2 and the detailed contents specified in part 1.3 of Schedule 4; and may also contain:
 - (iii) the additional contents specified in part 2 of Schedule 4.
- (d) If the Local Government omits to specify or nominate, in an Activity Notice, any of the particular items referred to in parts 1.2 and 1.3 of Schedule 4, then the default provisions provided in part 3 of Schedule 4 shall apply.
- (e) The Parties acknowledge that the Local Government may require compliance with the DPLH Guidelines where the Local Government envisages that it may wish to file an Aboriginal Heritage Act Section 18 Application or Aboriginal Heritage Act Section 16 Application.
- (f) SWALSC acknowledges that the inclusion in an Activity Notice of the matters described in parts 1.2(c) to (f) of Schedule 4 does not prejudice any statement by the Local Government that it considers that no Survey is required.
- (g) To avoid doubt, the Local Government may modify any aspect of the Activity Notice up to the time of receiving the Activity Notice Response. Proposed modifications to the Activity Notice after receipt of the Activity Notice Response shall be discussed between the Parties but, acting reasonably, SWALSC shall have the right to request a fresh Activity Notice instead of dealing with the proposed modified Activity Notice. If a fresh Activity Notice is issued the time limits in clause 16.1(a) shall apply as if that were a new Activity Notice. The Local Government may also request any of the items referred to in part 1.2(f) of Schedule 4 at any later time, in accordance with clause 12.2.

8.3 Considering the Activity Notice and deciding whether a Survey is required

- (a) SWALSC will consider the Activity Notice and shall, within 15 Business Days after receipt of such Activity Notice or modified Activity Notice, notify the Local Government in writing as to whether SWALSC considers that a Survey is required (**Activity Notice Response**). In coming to its decision SWALSC shall take into account:
- (i) the extent to which the Activity Program described in the Activity Notice consists of Low Ground Disturbance Activities; and
 - (ii) the extent to which the land and waters the subject of the Activity Notice have been the subject of a previous Aboriginal Heritage Survey. In considering this factor, SWALSC will consider whether it is clear from the reported results of the previous Aboriginal Heritage Survey that the Activities disclosed in the Activity Notice can be carried out without damaging Aboriginal Heritage; and
 - (iii) any relevant previous decisions by SWALSC under clause 8.3(b); and
 - (iv) any other matter SWALSC reasonably considers relevant, including if appropriate a visit to the Agreement Area with representatives from the Local Government and from DPLH.
- (b) The Local Government shall be free to carry out any Activity in the Agreement Area without conducting a Survey where:
- (i) SWALSC so agrees in writing; or
 - (ii) SWALSC waives its right under this NHALG to require a Survey of the proposed Activity; whether in an Activity Notice Response or otherwise.
- (c) Either Party may request additional information from the other at any time to enable discussion and proper consideration of the Activity Notice.
- (d) If in its Activity Notice Response SWALSC indicates that it considers that a Survey is required, then the Activity Notice Response shall set out the following additional information:
- (i) if different to the opinion given by the Local Government in the Activity Notice in accordance with part 1.2(a) of Schedule 4 a statement of the extent to which the Activity Program consists of Low Ground Disturbance Activity, in SWALSC's opinion; and
 - (ii) if different to the nomination by the Local Government in the Activity Notice in accordance with part 1.2(c) Schedule 4, a nomination of SWALSC's proposed Survey Methodology; and
 - (iii) if different to the date or dates nominated by the Local Government in the Activity Notice in accordance with part 1.2(e) of Schedule 4, a

nomination of a proposed Survey start date or finish date taking into account the availability of the Aboriginal Heritage Service Provider, if contracted by SWALSC; and

- (iv) if practicable, and subject to clause 9.5(a), an estimate of costs to conduct the Survey; and
- (v) where consistent with the Local Government Procurement Requirements for direct contracting of SWALSC, an election, or not, by SWALSC as to whether it will:
 - (A) contract the Aboriginal Heritage Service Provider; or
 - (B) perform the functions of the Aboriginal Heritage Service Provider itself and, if so, whether it will need to contract a Principal Aboriginal Heritage Consultant; and
- (vi) where consistent with the Local Government Procurement Requirements for direct contracting of SWALSC, if electing to contract the Aboriginal Heritage Service Provider, a nomination of SWALSC's preferred proposed Aboriginal Heritage Service Providers and (if different to the Aboriginal Heritage Service Provider,) Principal Aboriginal Heritage Consultants; and
- (vii) SWALSC will provide the names and contact details of the proposed Aboriginal Consultants for the Survey to the Local Government. If these details are not provided to the Local Government either in the Activity Notice Response or within 10 Business Days after the Survey Agreement Date, the Local Government may contact DPLH for details of persons identified by DPLH who have previously been recorded on the Aboriginal Heritage Register in relation to particular sites in the Survey Area.

Commented [MG1]: This is not consistent with the Shire's Procurement Policy or with the LG F&G Regs.

8.4 Disagreements following Activity Notice Response

If, following receipt by the Local Government of the Activity Notice Response, the Parties are in disagreement on any matter concerning the conduct of a proposed Survey, the Parties shall then endeavour to agree on all outstanding matters by following the provisions of clause 9. To avoid doubt, until the Parties have consulted under clause 9 during the period of 20 Business Days referred to in clause 9.1(d), no Party is entitled to invoke the dispute resolution provisions of clause 18 in respect of any matter the subject of this clause 8.

9. Survey agreement and planning

9.1 Operation of this clause 9 – Survey Agreement Date

- (a) Subject to clause 9.1(b), the date on which agreement is reached on all matters referred to in clauses 9.2 to 9.7 (inclusive) is the **Survey Agreement Date**.

- (b) If after receipt by the Local Government of the Activity Notice Response under clause 8.3(a) the Parties are in agreement about all matters regarding a proposed Survey, then the date of receipt of the Activity Notice Response shall be deemed to be the Survey Agreement Date referred to in clause 9.1(a).
- (c) The Parties' discussions under this clause 9 shall be conducted reasonably and in good faith.
- (d) The Parties shall ensure that the Survey Agreement Date occurs within 20 Business Days after the date of receipt by the Local Government of the Activity Notice Response (**Survey Agreement Period**).
- (e) If any of the matters referred to in clauses 9.2 to 9.7 (inclusive) cannot be agreed during the Survey Agreement Period, then either Party may serve a notice of Dispute in accordance with clause 18.9(a) on or after the first Business Day after the expiry of the 20 Business Days comprising the Survey Agreement Period referred to in 9.1(d).

9.2 Whether a Survey is required

- (a) The Parties' discussions regarding whether a Survey is required will be guided by the matters in clauses 8.3(a), and 9.2(b).
- (b) The following provisions shall apply to the Parties' discussions about whether a Survey is required.
 - (i) Where no previous Aboriginal Heritage Survey (whether under this NHALG or otherwise) has been undertaken in relation to the area of land and waters the subject of the Activity Notice, there is no presumption that a Survey is required.
 - (ii) Where this NHALG does not deal with the particular circumstance as to whether a Survey is required, there is no presumption that a Survey is required.
 - (iii) Where a previous Aboriginal Heritage Survey (whether conducted under this NHALG or otherwise) has, or if not clear, reasonably appears to have, covered the area the subject of the Activity Notice, there is no presumption either way as to whether a Survey is required. Subject to confidentiality provisions, the each Party must (if it is in their possession or control) provide by way of notice a copy of the written report of the previous Aboriginal Heritage Survey to the other Party (if such copy has not already been provided).
 - (iv) Subject to the presumptions in clauses 9.2(b)(i) and 9.2(b)(ii), and the matters described in clause 9.2(b)(iii), in determining whether a Survey is required, the Parties will have regard to the following matters:
 - (A) the nature of the Activities outlined in the Activity Notice; and

- (B) whether there has been any previous Aboriginal Heritage Survey and the age, methodology, participants, standard and results of that survey; and
- (C) the extent to which the land has been affected by previous ground disturbing activities; and
- (D) whether the Aboriginal Heritage Act Register discloses any Aboriginal Sites on the land the subject of the Activity Notice; and
- (E) any relevant matters relating to Noongar practices, laws and customs; and
- (F) any other relevant matters raised by any of the Parties.

9.3 Agreements regarding Low Ground Disturbance Activity

- (a) The Parties' discussions to confirm the extent of Low Ground Disturbance Activity, and whether a Survey is required in respect of such Activity, will be guided by the definition of Low Ground Disturbance Activity in this NHALG.
- (b) If SWALSC considers that a Survey in respect of any Low Ground Disturbance Activity is required, then SWALSC and the Local Government will each use their reasonable endeavours to address the concerns of SWALSC, by modifying the proposed Low Ground Disturbance Activity to limit the impact it may have on Aboriginal Heritage to the extent necessary to remove the need to conduct a Survey.

9.4 Selection of Survey Methodology

The discussions between SWALSC and the Local Government about Survey Methodology shall be conducted with a view to reaching agreement on a Survey Methodology that is fit for purpose, having regard to SWALSC's concerns for the Survey Area and the Activities proposed by the Local Government.

9.5 Estimate of costs of Survey when SWALSC is contracting

Aboriginal Heritage Service Provider

Where the local government has, or intends to, procure SWALSC to be the Aboriginal Heritage Service Provider or to contract an Aboriginal Heritage Service Provider under 8.3(d)(v), the following provisions apply:

- (a) the Parties acknowledge that it may not always be possible for SWALSC or SWALSC's nominated Aboriginal Heritage Service Provider to provide an accurate cost estimate at the time of providing an Activity Notice Response, and that a cost estimate in many cases may need to be provided, or revised, following resolution of all other matters under this clause 9.
- (b) if an estimate of Survey costs has not been provided earlier, then SWALSC must ensure that by the end of the Survey Agreement Period, the Aboriginal

Commented [MG2]: The original does not meet procurement requirements.

Heritage Service Provider submits a written and itemised estimate of Survey costs to the Local Government for approval by the Local Government (the **Estimated Survey Costs**).

- (c) upon provision of the Estimated Survey Costs to the Local Government, the Local Government may determine whether to proceed with the contract as value for money or may elect to seek alternative quotations for the service.

9.6 Selection of Aboriginal Heritage Service Provider and Principal

Aboriginal Heritage Consultant

- (a) If SWALSC is contracting an Aboriginal Heritage Service Provider, and SWALSC's Activity Notice Response does not identify SWALSC's nominated Aboriginal Heritage Service Provider and (if different to the Aboriginal Heritage Service Provider) the Principal Aboriginal Heritage Consultant, then SWALSC will advise the Local Government of these nominations during the Survey Agreement Period.
- (b) The Parties acknowledge that, if SWALSC is contracting an Aboriginal Heritage Service Provider, the Local Government will not usually have any role in nominating an Aboriginal Heritage Service Provider or a Principal Aboriginal Heritage Consultant (if different), subject however to the rights of the Local Government under clauses 9.5 in consideration of value of the service, and 16.1(e) in the event of delays.
- (c) If the Local Government or SWALSC has reasonable concerns about the expense, competence or impartiality of the Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant (as the case may be) to be contracted by SWALSC or the Local Government (as the case may be), it may request the other Party to consider another anthropologist, archaeologist or appropriately qualified professional to act as Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant (as the case may be).
- (d) **If the Parties cannot reach agreement on the Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant (as the case may be) to be contracted by SWALSC or the Local Government within the Survey Agreement Period, then in addition to and without limiting the Local Government's rights under clauses 9.5 and 16.1(e), SWALSC or the Local Government (whichever is the non-contracting party) may nominate an alternative proposed Aboriginal Heritage Service Provider or Principal Aboriginal Heritage Consultant and the other Party shall promptly respond to any such nomination and shall ensure that it does not unreasonably withhold its approval to appointing such nominee as the Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant (as the case may be).**

Commented [MG3]: This applies an exclusive negotiation process to procurement and is against the principle of fair and transparent procurement by monopolising the supplier arrangements through SWALSC.

9.7 Estimate of time for Survey commencement or completion

If following the Activity Notice Response and where SWALSC is contracting the Aboriginal Heritage Service Provider the Parties are not in agreement about the date of commencement of fieldwork for the Survey or the date of completion of fieldwork for the Survey (as the case may be), then during the Survey Agreement Period, the Parties shall agree on such date or dates.

10. Survey Team and commencement of Survey

10.1 Survey team

- (a) As soon as possible after the Survey Agreement Date, and where either SWALSC or the Local Government is contracting the Aboriginal Heritage Service Provider, the Aboriginal Heritage Service Provider, in conjunction with the Principal Aboriginal Heritage Consultant if appointed, after receiving names and contact details of the Aboriginal Consultants from SWALSC or DPLH in accordance with 8.3(d)(vii), the contracting Party will organise a Survey Team (Survey Team), which shall consist of:
 - (i) between 2 and 8 Aboriginal Consultants, with appropriate experience and authority, as are necessary, in the opinion of the Aboriginal Heritage Service Provider in consultation with SWALSC and agreed to by the Parties, to examine the Survey Area and assist in the Survey; and
 - (ii) if considered necessary by the Aboriginal Heritage Service Provider and agreed to by the Parties, an Aboriginal Heritage Liaison Officer, who will be responsible for Survey logistics and on-ground operations; and
 - (iii) where considered necessary by the Aboriginal Heritage Consultants, SWALSC or the Aboriginal Heritage Service Provider, and agreed to by the Parties, another anthropologist of a specific gender; and
 - (iv) where the Survey being conducted is a Site Identification Survey, or where considered necessary by the Aboriginal Heritage Service Provider and agreed to by the Parties, including during the course of the Survey, an archaeologist.
- (b) Where considered necessary by the Aboriginal Heritage Service Provider and agreed to by SWALSC and the Local Government, more than one archaeologist may be appointed to the Survey Team.
- (c) The number of paid Aboriginal Consultants to be appointed to the Survey Team will not be more than the number specified in clause 10.1(a)(i) unless particular circumstances can be demonstrated to exist including, for example:
 - (i) a large number of registered Aboriginal Sites are known to exist within a Survey Area and the number of Aboriginal people who have authority to speak for those Aboriginal Sites and should be consulted about them is greater than 8; and/or

- (ii) the Survey Area crosses the boundary of the Agreement Area and one or more Related Agreement Areas; and

in these circumstances the Local Government and SWALSC must agree on the number of additional Aboriginal Consultants for the Survey Team.

- (d) Additional Aboriginal Consultants may accompany the Survey Team but the Local Government will not be liable for additional costs.
- (e) The Local Government may send one or two nominees with appropriate authority on the Survey to assist the Survey Team conducting the Survey with provision of information and requests where required.
- (f) In meeting the requirements of item 10.1(a) the Aboriginal Heritage Service Provider shall:
 - (i) to the extent practicable use local Aboriginal Consultants; and
 - (ii) shall provide a list of the names and contact details of the proposed Aboriginal Consultants to the local government for its approval.

Commented [MG4]: This clause ensures local Aboriginal involvement and hopefully better outcomes.

10.2 Commencement and conduct of Survey

- (a) If SWALSC is contracting the Aboriginal Heritage Service Provider, SWALSC will use its, and must ensure that the Aboriginal Heritage Service Provider and the Principal Aboriginal Heritage Consultant (if different to the Aboriginal Heritage Service Provider) each uses its best endeavours to commence the Survey within the time agreed by the Parties, or in the absence of agreement within 30 Business Days after the Survey Agreement Date unless clauses 11(c) and 18.9 apply, in which case the time for commencement of the Survey will be extended in accordance with the timeframes set out in the relevant clauses if the Dispute is resolved.
- (b) SWALSC and/or the Local Government (depending upon which is contracting the Aboriginal Heritage Service Provider) will ensure that the Survey Team observes and complies with any safety and other procedures and policies implemented from time to time by SWALSC or the Local Government, as the case may be, over the Survey Area. The Local Government will provide SWALSC with details of and explain these procedures and policies in order for SWALSC to provide these details and explain the procedures and policies to the Aboriginal Consultants before the Survey commences. The Party which engages the Survey Team it shall ensure that the members of the Survey Team (and any other attending members of the Agreement Group) are provided with protective clothing and equipment if reasonably necessary in all the circumstances. To the extent that the Local Government has control of the Survey Area, the Local Government shall take such measures as are practicable to ensure that the members of the Survey Team are not exposed to hazards.

- (c) SWALSC acknowledges that the members of the Survey Team are not employees of the Local Government. The Party contracting the Aboriginal Heritage Service Provider shall ensure that the Aboriginal Heritage Service Provider has insurance in place to adequately cover the Survey Team.
- (d) The Survey Team will as appropriate in the circumstances:
 - (i) visit the Survey Area; and
 - (ii) identify any Aboriginal Sites in the Survey Area or, in the case of a Site Avoidance Survey, determine the area to be avoided due to the presence of an Aboriginal Site; and
 - (iii) provide sufficient information to the Aboriginal Heritage Service Provider, or any other heritage consultant accompanying the Survey Team, to enable them to:
 - (A) record the external boundaries of all Aboriginal Sites or, in the case of a Site Avoidance Survey, the area to be avoided due to the presence of an Aboriginal Site, using a GPS; and
 - (B) record relevant Aboriginal Site information or, in the case of a Site Avoidance Survey, the area to be avoided, on a Heritage Information Submission Form; and
 - (C) mark the external boundaries of identified Aboriginal Sites or, in the case of a Site Avoidance Survey, the external boundaries of the area to be avoided due to the presence of an Aboriginal Site, on a map; and
 - (D) make recommendations for the protection and management of any Aboriginal Site identified by the Survey Team; and
 - (E) generally, prepare a Survey Report that complies with the requirements of clause 12.
- (e) When in the field, and in response to Aboriginal Heritage concerns raised by the Aboriginal Consultants, the representatives of the Local Government nominated under clause 10.1(e):
 - (i) shall withdraw from discussion and inspections in order to ensure the confidentiality of Sensitive Heritage Information or other information pertaining to Aboriginal Sites; and
 - (ii) may make modifications to the Activity Program and the Survey Team will then proceed to assess the Aboriginal Heritage significance of the modified Activity Program in accordance with the applicable Survey Methodology.

11. Payment for Surveys when SWALSC is contracting the Aboriginal Heritage Service Provider

Where SWALSC has elected to contract an Aboriginal Heritage Service Provider or to perform the functions of the Aboriginal Heritage Service Provider under clause 8.3(d)(v), the following provisions apply:

- (a) The Local Government shall pay the costs and expenses of the Survey at the rates set out in Schedule 5.
- (b) The Local Government agrees to pay 30% of the approved Estimated Survey Costs, subject to provision of an invoice, to SWALSC:
 - (i) within 10 Business Days before the commencement of the Survey, or
 - (ii) within 10 Business Days after the approval of the Estimated Survey Costs under clause 9.5(b), whichever is the earlier (the Relevant Period);

and the balance within 30 days after the final Survey Report has been provided to the local government, subject to provision of an invoice
- (c) If the Local Government, having been provided with an invoice, fails to pay the Estimated Survey Costs within the Relevant Period, SWALSC may serve a notice of Dispute in accordance with clause 18.9(a) on or after the first Business Day following the end of the Relevant Period.
- (d) The monies constituting the Estimated Survey Costs must be:
 - (i) held by SWALSC in an account established specifically for survey costs at a bank and must be kept separate from all other bank accounts of, or monies received or held by, SWALSC; and
 - (ii) used only for the payment of the Estimated Survey Costs and any repayment to the Local Government under clause 11(e) or 11(g).
- (e) If the Survey is cancelled by the Local Government before it is completed, the part of the Estimated Survey Costs that has been expended and any of the disbursements that have been paid and cannot be recovered will be forfeited and the balance will be refunded to the Local Government.
- (f) SWALSC must provide a tax invoice of the Survey costs to the Local Government that reconciles the Estimated Survey Costs with the costs incurred. This tax invoice must be accompanied by all relevant receipts and invoices, and any other relevant supporting documentation, and must be certified as correct by the chief executive officer of SWALSC or their delegate.

- (g) If the costs incurred are less than the Estimated Survey Costs, SWALSC shall refund the balance of the monies paid in accordance with clause 11(b) to the Local Government.
- (h) If the costs incurred exceed the Estimated Survey Costs by 5% or less, the Local Government shall pay the additional amount to SWALSC within 20 Business Days of receiving a tax invoice (accompanied by all relevant receipts and invoices and any other relevant supporting documentation) that must be certified as correct by the chief executive officer of SWALSC or their delegate. The Local Government shall not be liable to pay SWALSC for any Survey costs exceeding this capped amount, except in accordance with clause 11(i).
- (i) If the Local Government receives notification of revised costs from SWALSC under clause 12.2(b), the Local Government will pay 100% of any additional costs to SWALSC within 30 Business Days of the work having been completed, subject to provision of an invoice. Once paid, these monies will be added to the Estimated Survey Costs and dealt with in accordance with (c) – (h) above.

12. Survey Report

12.1 Timing of Preliminary Advice and Survey Report

After the last day of fieldwork for a Survey (**Last Fieldwork Day**) if either the Local Government or SWALSC is contracting the Aboriginal Heritage Service Provider, the Local Government or SWALSC, as the case may be, will ensure that Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant provides the Parties with:

- (a) Preliminary Advice (if requested by the Local Government in the Activity Notice or at any other time under clause 12.2), as soon as reasonably practicable, and in any event to SWALSC within 5 Business Days after the Last Fieldwork Day and, after taking into account any comments from SWALSC, to the Local Government within 12 Business Days after the Last Fieldwork Day;
- (b) a draft Survey Report (if requested by the Local Government in the Activity Notice or at any other time under clause 12.2), as soon as reasonably practicable, and in any event to SWALSC within 15 Business Days after the Last Fieldwork Day, to enable SWALSC to comment on it; and after taking into account any comments from SWALSC, to the Local Government within 25 Business Days after the Last Fieldwork Day;
- (c) a final Survey Report, taking into account any comments from the Local Government about any identified technical, factual or typographical errors or any issues of non-compliance with the guidelines in part 1, part 2 and/or part 3 of Schedule 6, within 35 Business Days after the Last Fieldwork Day.

12.2 Requests for reports and compliance with DPLH Guidelines at any time

- (a) Notwithstanding the relevant nominations by the Local Government in the Activity Notice under:
- (i) part 1.2(f)(i) and (ii) of Schedule 4 the Local Government may by notice in writing at any time ask that SWALSC (if contracting the Aboriginal Heritage Service Provider) request the Aboriginal Heritage Service Provider to provide a Preliminary Advice or draft Survey Report.
 - (ii) part 1.2(f)(iii) of Schedule 4, the Local Government may by notice in writing at any time advise SWALSC that it has become aware that an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application may need to be made and ask that SWALSC (if contracting the Aboriginal Heritage Service Provider) request the Aboriginal Heritage Service Provider to comply with the DPLH Guidelines when preparing the Survey Report. The Parties shall discuss any changes required to matters previously agreed under clause 9 and clause 10, to enable the Aboriginal Heritage Service Provider to comply with the DPLH Guidelines when preparing the Survey Report. If the Parties cannot agree on any changes required, then either Party may serve a notice of Dispute in accordance with clause 18.9(a) 5 Business Days after receiving the notice in writing.
 - (iii) part 1.2(f)(iii) of Schedule 4, if the party contracting the Aboriginal Heritage Service Provider is notified by the Aboriginal Heritage Service Provider that they have become aware that an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application may need to be made, the contracting Party shall by notice in writing advise the other Party, and the Parties shall discuss any changes required to matters previously agreed under clause 9 and clause 10, to enable the Aboriginal Heritage Service Provider to comply with the DPLH Guidelines when preparing the Survey Report. If the Parties cannot agree on any changes required, then either Party may serve a notice of Dispute in accordance with clause 18.9(a) up to five Business Days after receiving the notice in writing.
- (b) The Local Government acknowledges that a notification under clause 12.2(a)(i) – (iii), may impact on the times and costs for the Survey, and, if SWALSC is contracting the Aboriginal Heritage Service Provider, SWALSC shall ensure that any revised times and costs (together with supporting documentation) are notified promptly to the Local Government. If the Local Government does not agree with the revised time and costs, then it may serve a notice of Dispute in accordance with clause 18.9(a) up to five Business Days after receiving the revised times and costs.

12.3 Preliminary Advice

- (a) The Preliminary Advice should provide sufficient information (without disclosing any Sensitive Heritage Information) to allow the Local Government to know whether to proceed or not with any Activities, with or without conditions.
- (b) Upon receipt by the Local Government of the Preliminary Advice, and subject to any reasonable recommendations in the Preliminary Advice, the Local Government may commence the Activities described in the relevant Activity Program (except any Activities indicated in the Preliminary Advice as potentially resulting in a breach of the Aboriginal Heritage Act).

12.4 Contents of Survey Report

The Party contracting the Aboriginal Heritage Service Provider must ensure the following:

- (a) that the Aboriginal Heritage Service Provider or Principal Aboriginal Heritage Consultant will, in consultation with the Survey Team, prepare a Survey Report in accordance with the guidelines:
 - (i) in part 1 and part 2 of Schedule 6, where the Survey being conducted is a Site Avoidance Survey; or
 - (ii) in part 1 and part 3 of Schedule 6, where the Survey is a Site Identification Survey.
- (b) where the Local Government has requested in writing (whether in the Activity Notice or at any other time allowable under clause 12.2) that the Survey Report complies with the DPLH Guidelines and the Local Government envisages that it may wish to file an Aboriginal Heritage Act Section 18 Application or Aboriginal Heritage Act Section 16 Application, that the Aboriginal Heritage Service Provider or Principal Aboriginal Heritage Consultant includes sufficient information in the Survey Report to assist:
 - (i) the ACMC in considering an Aboriginal Heritage Act Section 18 Application; or
 - (ii) the Aboriginal Heritage Act Registrar in considering an Aboriginal Heritage Act Section 16 Application.
- (c) that in addition to the matters described in Schedule 6, the Survey Report:
 - (i) describes which aspects (if any) of the Activity Program described in an Activity Notice, if carried out, would be likely to result in a breach of the Aboriginal Heritage Act;
 - (ii) records sufficient information to enable the Local Government to plan and, subject to the law and this NHALG to comply with the Aboriginal Heritage Act in the course of undertaking the things that are the subject of the Activity Notice; and

(iii) complies with the DPLH Guidelines.

12.5 Provision of Aboriginal Heritage Information to DPLH

Following the preparation of the Survey Report:

- (a) if SWALSC is the Aboriginal Heritage Service Provider it must provide: or
- (b) if SWALSC is not the Aboriginal Heritage Service Provider the Party contracting the Aboriginal Heritage Service Provider must ensure that the Aboriginal Heritage Service Provider provides,

the following information to the Aboriginal Heritage Act

Registrar:

- (c) a copy of the Survey Report; and
- (d) if Aboriginal Sites have been identified during the Survey, a Heritage Information Submission Form (as attached at Schedule 7, or as amended from time to time) with respect to each site.

12.6 Provision of Survey Information to DPLH

- (a) If the Local Government contracted the Aboriginal Heritage Service Provider, the Local Government may, subject to commercial in confidence, within 15 Business Days after the preparation of the Survey Report, provide to SWALSC, in writing, the details required by items 24 and 25 of Schedule 8.
- (b) Subject to clause 12.6(a), following the preparation of the Survey Report SWALSC must ensure that the information set out in Schedule 8 is provided to the Aboriginal Heritage Act Registrar.

12.7 Reliance on Survey Report

The Parties each acknowledge that they may rely upon the contents of a Survey Report.

13. Intellectual property and copyright

13.1 Intellectual property assignment and copyright of the Local Government

If the Local Government is contracting the Aboriginal Heritage Service Provider, the Local Government owns all intellectual property rights and copyright in the Survey Report upon its creation. SWALSC may offer to purchase the local government intellectual property and the local government may agree to sell the intellectual property to SWALSC, subject to agreed terms and price.

13.2 Licence to use Survey Report

Subject to clause 19, the local government may grant to SWALSC an irrevocable, transferable, non exclusive, royalty-free licence to use any Survey Report, subject to agreed remuneration to the local government, for the purposes of SWALSC,;

- (a) conducting its cultural practices relevant to the identified Aboriginal site in the Survey Report; or
- (b) registering the identified Aboriginal site in the Survey Report; or
- (c) enforcing, defending or establishing its rights, including through court proceedings, and complying with its obligations, under this NHALG or any relevant statutory approvals.

14. Effect of NHALG on other Aboriginal Heritage Agreements

If the Local Government:

- (a) has entered into one or more Aboriginal Heritage Agreements (other than this NHALG) prior to the Effective Date (including ones entered into prior to the ILUA, and which is or are specified in item 5 of Schedule 2; and
- (b) the pre-existing Aboriginal Heritage Agreement applies to an Activity to which this NHALG relates,

then the provisions of this NHALG shall prevail over the provisions of any such preexisting Aboriginal Heritage Agreement unless otherwise provided in item 6 of Schedule 2.

15. Local Government must consult about Aboriginal Heritage Act applications

- (a) The Local Government shall not lodge an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application in respect of any area within the Agreement Area without first giving SWALSC at least 30 Business Days' notice of its intention to do so, unless it determines this to be reasonably impracticable.
- (b) The Local Government must consult, including by making reasonable efforts to meet with SWALSC, about any proposal that is the subject of such an Aboriginal Heritage Act Section 16 Application or Aboriginal Heritage Act Section 18 Application, unless it determines this to be reasonably impracticable.
- (c) SWALSC must:
 - (i) acknowledge receipt of the Local Government's notice of intention in clause 15(a); and

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- (d) respond to the Local Government within 30 days in respect to clauses 15(a) and 15(b). Subject to clause 15(a), nothing in this NHALG prevents the Local Government lodging an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application.

16. Time limits

16.1 Time for compliance and consequences of non-compliance

- (a) The Parties, as applicable, must each meet the time limits imposed under the following provisions of this NHALG:
 - (ii) the receipt by the Local Government of an Activity Notice Response (clause 8.3(a)); and
 - (iii) subject to clauses 9.1(e) and 18.9, the reaching of the Survey Agreement Date within the Survey Agreement Period (clause 9.1(d)); and
 - (iv) the commencement of fieldwork for a Survey (clause 10.2(a)) and the agreed date (if any) for completion of the fieldwork for a Survey (clauses 8.3(d)(iii) or 9.7; and
 - (iv) the receipt by the Local Government of the Preliminary Advice following completion of a Survey (clause 12.1(a)); and
 - (v) the receipt by SWALSC and by the Local Government of the draft Survey Report (clause 12.1(b));
 - (vi) the receipt by the Local Government of the final Survey Report (clause 12.1(c)).
- (b) The time limits on the steps referred to in clause 16.1(a) may be extended by agreement in writing between the Parties. Any such agreed extension will apply only to a single Activity Program, unless expressly agreed otherwise in the written agreement under this clause.
- (c) To avoid doubt, any failure to comply with the time limits for the steps described in clause 16.1(a) does not give a Party a right to terminate this NHALG, but failure to comply with those time limits has the consequences described in the following provisions of this clause 16.1.
- (d) If SWALSC does not meet, or, if SWALSC is contracting the Aboriginal Heritage Service Provider, and fails to ensure that the Aboriginal Heritage Service Provider meets, any applicable time limits on the steps listed in clause 16.1(a), then the Local Government may provide a written notice to SWALSC, with such a notice to nominate a date by which the noncompliance with the time limits must be rectified. The date nominated by the Local Government must allow a reasonable period, in all the circumstances, for rectification of the non-compliance with the time limits,

and in any event the date must not be less than 10 Business Days after the date on which the notice of non-compliance is sent.

- (e) If SWALSC fails to comply with a notice sent by the Local Government under clause 16.1(d), then the Local Government may notify SWALSC that the Local Government is no longer bound by clauses 9 to 12 inclusive of this NHALG in respect of the relevant Activity Program with effect from the date on which SWALSC receives the latter notice. The Local Government may then at its election:
 - (i) decide not to proceed with the relevant Activity Program; or
 - (ii) after seeking the advice and assistance of the Aboriginal Heritage Act Registrar or other relevant officer from DPLH if appropriate, make alternative arrangements for the carrying out of Aboriginal Heritage Surveys, including appointing an independent anthropologist or archaeologist, or other appropriately qualified professional, to conduct such surveys.
- (f) If the Parties to a Dispute referred to mediation under clause 18.9 fail to resolve that Dispute, then the Local Government may notify SWALSC that the Local Government is no longer bound by clauses 9 to 12 inclusive of this NHALG in respect of the relevant Activity Program with effect from the date on which SWALSC receives the latter notice. The Local Government may then at its election:
 - (i) decide not to proceed with the relevant Activity Program; or
 - (ii) after seeking the advice and assistance of the Aboriginal Heritage Act Registrar or other relevant officer from DPLH if appropriate, make alternative arrangements for the carrying out of Aboriginal Heritage Surveys, including appointing an independent anthropologist or archaeologist, or other appropriately qualified professional, to conduct such surveys.
- (g) In the circumstances described in clauses 16.1(e) and (f), where the Local Government makes arrangements for an Aboriginal Heritage Survey to be conducted by an independent anthropologist, archaeologist or other professional, then:
 - (i) the Local Government shall inform SWALSC of the alternative arrangements made (including any advice and assistance obtained from DPLH); and
 - (ii) SWALSC shall not have any claim against the Local Government arising from the making of those alternative arrangements.
- (h) To avoid doubt:
 - (i) the effect of this clause 16.1 is not limited by any dispute resolution processes under clause 18 of this NHALG other than those set out in clause 18.9, and in particular the time limits on the steps referred to

in clause 16.1 continue to apply where a dispute resolution process is commenced under clause 18.1; and

- (ii) the dispute resolution provisions in clause 18 of this NHALG do not apply to any decision by the Local Government to issue a notice of noncompliance under clause 16.1(d). However, the Local Government may elect, by notice in writing to SWALSC, to allow use of the dispute resolution provisions in clause 18.
- (i) The Local Government will act reasonably in asserting its rights under this clause 16.1.

16.2 Justifiable delay

- (a) Delay caused by any event of Force Majeure or Aboriginal Cultural Business notified under clause 24 will be excluded from the time limits referred to in clause 16.1.
- (b) A Party asserting the existence of a delay to which clause 16.2(a) applies must advise the other Party of that delay and take reasonable steps to mitigate that delay.

17. Default and enforcement

17.1 Interpretation

- (a) In this clause 17 a reference to a Party means a party to the default or dispute.
- (b) An **Event of Default** occurs where a Party: (i) breaches an obligation under this NHALG; or (ii) commits an Insolvency Event.

17.2 Default

- (a) If a Party (the **Defaulting Party**) commits an Event of Default, the other Party (the **Non-defaulting Party**) may serve a notice (**Default Notice**) on the Defaulting Party specifying the Event of Default and, on receiving the Default Notice, the Defaulting Party must remedy the Event of Default within 5 Business Days after receiving the Default Notice.
- (b) If the Event of Default is of the kind described in clause 17.1(b)(ii) and applies to SWALSC, then SWALSC shall as soon as possible notify the Local Government:
 - (i) that the Event of Default has occurred; and
 - (ii) of the appointment of any administrator, receiver or manager to manage the affairs of SWALSC; and

- (iii) when the relevant Event of Default ceases to exist.
- (c) If the Event of Default is of the kind described in clause 17.1(b)(ii) and applies to the Local Government, then the Local Government shall as soon as possible notify SWALSC:
 - (i) that the Event of Default has occurred; and
 - (ii) of the appointment of any administrator, receiver or manager to manage the affairs of the Local Government; and
 - (iii) when the relevant Event of Default ceases to exist.
- (d) Where the Event of Default results in a court order to wind up either Party, this NHALG shall by force of this clause terminate with effect from the date of the court order.
- (e) The Non-defaulting Party may, by notice in writing to the Defaulting Party, suspend the performance of its obligations and the Defaulting Party's rights under this NHALG until either clause 17.2(a) is complied with or the Event of Default no longer exists, as applicable.
- (f) Any remedy exercised under this clause 17 is without prejudice to any other rights a Party may have under this NHALG or otherwise at law (including the right to seek interlocutory relief and specific performance).

18. Dispute resolution

18.1 No arbitration or court proceedings

- (a) Subject to clause 18.1(b) and 18.9, if a dispute arises under this NHALG including a dispute in respect of this clause 18.1 (Dispute), a Party must comply with clauses 18.2 to 18.4 before commencing arbitration or court proceedings (except proceedings for urgent interlocutory relief).
- (b) The provisions of this clause 18 are subject to clause 8.4.

18.2 Notification

A Party claiming a Dispute has arisen must give the other Parties to the Dispute notice setting out details of the Dispute.

18.3 Parties to resolve Dispute

During the 20 Business Days after a notice is given under clause 18.2 (or longer period if the Parties to the Dispute agree in writing), each Party to the Dispute must use its reasonable endeavours to resolve the Dispute. If the Parties cannot resolve the Dispute within that period, any Party to the Dispute may request that the Dispute be referred to a mediator and, if a Party so requests, the Dispute must be referred to mediation in accordance with clause 18.4.

18.4 Mediation

- (a) If the Parties to the Dispute cannot agree on a mediator within 10 Business Days after a request under clause 18.3, the chair of the Resolution Institute will appoint a mediator at the request of either Party.
- (b) The role of the mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a Party to the Dispute except if the Party agrees in advance in writing.
- (c) Any information or documents disclosed by a Party under this clause 18:
 - (i) must be kept confidential; and
 - (ii) may only be used to attempt to resolve the Dispute.
- (d) Each Party to a Dispute must pay its own costs of complying with this clause 18.4. The Parties to the Dispute must equally pay the costs of any mediator.
- (e) The Parties will engage in the mediation process in good faith and with the aim of reaching a resolution of the Dispute. If the Parties fail to achieve a resolution of the Dispute by mediation within 20 Business Days of the appointment of a mediator under this clause, or such further time as is agreed by the Parties, any Party may take such action as it considers appropriate, including (subject to clause 18.6) referring the matter to arbitration or commencing legal proceedings.

18.5 Arbitration

- (a) If the Parties to a Dispute have complied with clauses 18.2 to 18.4 then the Dispute may be referred to arbitration by either Party under the *Commercial Arbitration Act 2012 (WA)*.
- (b) The arbitration will be held within the Agreement Area or any other place agreed by the Parties.
- (c) The Parties shall appoint a person agreed between them to be the arbitrator of the Dispute.
- (d) If the Parties fail to agree on a person to be the arbitrator under clause 18.5(c), then the Parties shall request the President of the Law Society of Western Australia to appoint an arbitrator who has experience in the area of the Dispute and in Indigenous cultural matters.
- (e) Any Party to a Dispute may appeal to the Supreme Court of Western Australia on any question of law arising out of an interim or final award in the arbitration.

18.6 Breach of this clause

If a Party to a Dispute breaches clauses 18.1 to 18.4, the other Parties to the Dispute do not have to comply with those clauses in relation to the Dispute before starting court proceedings.

18.7 Obligations continue

Subject to clause 18.8, if a Dispute is referred for mediation or arbitration under any part of this clause 18 or court proceedings are started in respect of it, the Parties must, during the period of such mediation, arbitration or litigation and pending the making of a decision, determination or judgment as the case may be, continue to perform their respective obligations under this NHALG so far as circumstances will allow and such performance will be without prejudice to the final decision, determination or judgment made in respect of the matter in dispute.

18.8 Extension of time

Without prejudice to the power of a mediator, arbitrator or court to grant any extension of any period or variation of any date referred to in this NHALG, in order to preserve the rights of a Party to a Dispute, the Parties to the Dispute will consult with each other and use all reasonable endeavours to agree such extension or variation so required.

18.9 Dispute in relation to clauses 9, 11(b) or 12.2(a)(ii) and (iii)

- (a) A Party claiming a Dispute has arisen in relation to any matter to be agreed under clauses 9, 11(b), or 12.2(a)(ii) and (iii) must give the other Parties to the Dispute notice setting out details of the Dispute, and at the same time as the notice is served upon the other Parties must request the chair of the Resolution Institute to appoint a mediator within 5 Business Days.
- (b) The role of the mediator with respect to a Dispute arising in relation to any matter to be agreed under clauses 9, 11(b), or clause 12.2(a)(ii) and (iii), is to assist in negotiating a resolution of the Dispute. A mediator cannot make a binding decision on a Party to the Dispute except if the Party agrees in advance in writing.
- (c) Any information or documents disclosed by a Party under this clause 18.9:
 - (i) must be kept confidential; and
 - (ii) may only be used to attempt to resolve the Dispute.
- (d) Each Party to a Dispute must pay its own costs of complying with this clause 18.9. The Parties to the Dispute must equally pay the costs of any mediator.
- (e) The Parties will engage in the mediation process in good faith and with the aim of reaching a resolution of the Dispute. To the extent possible, all

issues identified under clauses 9, 11(b), and 12.2(a)(ii) and (iii) should be dealt with and resolved in the one mediation.

- (f) If the Parties fail to achieve a resolution of the Dispute by mediation within 15 Business Days of the appointment of a mediator under this clause, or such further time as is agreed by the Parties, the provisions of clause 16.1(f) – (g) will apply.

19. Confidentiality

19.1 Confidential information for consideration

Each Party agrees that the following information disclosed by one Party (**Disclosing Party**) to another Party (**Receiving Party**) is confidential (**Confidential Information**) and may not be disclosed except in accordance with clause 19.2:

- (a) information disclosed during the course of a Survey and the contents of any Survey Report provided under this NHALG, including any Sensitive Heritage Information; and
- (b) information given by the Local Government to SWALSC in respect of the Activities of the Local Government where the Local Government advises SWALSC that the relevant information is confidential; and
- (c) any other information disclosed by one Party to another under this NHALG which is identified by the Disclosing Party as confidential,

but not including information:

- (d) the Receiving Party, prior to disclosure, already knew or created (whether alone or jointly with any third person) independently of the Disclosing Party; or
- (e) that is public knowledge (otherwise than as a result of a breach of confidentiality by the Receiving Party or any of its permitted disclosees).

19.2 Permitted disclosure

- (a) Subject to clauses 19.2(b) and 19.2(c), a Receiving Party may disclose Confidential Information:
 - (i) if it has the prior consent of the Party which provided the information;
 - (ii) to the extent required by any law or applicable securities regulation or rule;
 - (iii) to the extent that the information is reasonably necessary for any processes or applications or related to any statutory approvals;
 - (iv) in connection with any dispute or litigation concerning this NHALG or its subject matter;

- (v) to the Receiving Party's members, officers, employees, agents, auditors, advisers, financiers, consultants, contractors, joint venturers, partners and related bodies corporate, or an Aboriginal Heritage Service Provider or Principal Aboriginal Heritage Consultant appointed under this NHALG;
 - (vi) where the Receiving Party is the Local Government, to a bona fide proposed assignee of the Local Government's rights or obligations under this NHALG;
 - (vii) where the disclosure is for the purpose of managing or planning any existing, planned or potential Activity;
 - (viii) to a proposed Regional Corporation assignee of SWALSC's rights, title and interests under this NHALG;
 - (ix) in accordance with clauses 12.5 and 12.6;
 - (x) where disclosure is required by the Local Government to any judicial, legislative or executive arm of the Government of Western Australia or of the Commonwealth of Australia; and
 - (xi) as otherwise permitted or required by the terms of this NHALG.
- (b) To avoid doubt, where the Confidential Information is contained in a Survey Report, then the Local Government may disclose that Confidential Information to the DPLH and APMC, including for the purposes of the Local Government:
- (i) making an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application;
 - (ii) providing a copy of each Survey Report to the DPLH for DPLH's collection of Aboriginal Heritage Survey reports; and
 - (iii) seeking any necessary or desirable statutory approvals or enforcing, defending or establishing its rights, including through court proceedings, under this NHALG or any relevant statutory approvals, including under the Aboriginal Heritage Act.
- (c) To avoid doubt, except for the circumstances described in clause 19.2(b), disclosure of Sensitive Heritage Information may only occur if SWALSC consents to the form and content of the disclosure or the disclosure is required by any law or applicable securities regulation or rule.
- (d) SWALSC must inform the Local Government of any information contained in a Survey Report, which comprises Sensitive Heritage Information.

19.3 Disclosure requirements

Before making any disclosure to a person under clause 19.2, the Receiving Party must:

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- (a) in each case, inform the entity or person to whom the Confidential Information is being disclosed of the Receiving Party's obligations under this NHALG;
- (b) at least 10 Business Days before any disclosure, notify the Disclosing Party of its intention to disclose the Confidential Information and give the Disclosing Party a reasonable opportunity to take any steps that that Party considers necessary to protect the confidentiality of that information; and
- (c) in the case of a disclosure to a person or entity under clauses 19.2(a)(v), 19.2(a)(vi), 19.2(a)(vii), or 19.2(a)(viii), but with the exception of employees or officers of a Receiving Party, procure that the person or entity executes a deed with the Disclosing Party in such form acceptable to the Disclosing Party (acting reasonably) imposing on the person or entity an undertaking of confidentiality having substantially similar effect as this clause 19.

20. Assignment

20.1 Generally

Neither SWALSC nor the Local Government may assign, transfer, novate or otherwise dispose of its rights, title, obligations or interests under this NHALG except in accordance with this NHALG.

20.2 Assignment or Novation by Local Government

- (a) The Local Government may from time to time assign or transfer all or part of its rights, title, and interests under this NHALG to any person (whether by farm out, joint venture, sale or otherwise) where the Local Government is assigning all or part of its interest in the tenure in the Agreement Area to which this NHALG applies.
- (b) Before such assignment or novation, the Local Government must:
 - (i) give SWALSC at least 20 Business Days' notice prior to the proposed assignment or novation;
 - (ii) provide a draft of the proposed deed of assignment or novation for SWALSC's approval, which approval must not be unreasonably withheld, and the Local Government must consider any reasonable amendments put forward by SWALSC;
 - (iii) within 20 Business Days after receiving SWALSC's approval to the terms of the draft deed of assignment or novation provide to SWALSC either:
 - (A) the deed of assignment in the form approved by SWALSC executed by the outgoing Local Government and the incoming Local Government in favour of SWALSC by which the assignee agrees to be bound, alone or jointly with the Local Government, by the provisions of this NHALG and to assume, observe and

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perform (alone or jointly with the Local Government) the rights and obligations of the Local Government under this NHALG to the extent of the rights, title and interest assigned in accordance with clause 20.2(a); or

- (B) the deed of novation in the form approved by SWALSC executed by the outgoing Local Government and the incoming Local Government in which the incoming Local Government agrees to obtain the rights and obligations of the Local Government under this NHALG, the incoming Local Government being bound by this NHALG and the outgoing Local Government being released from its obligations under this NHALG to the extent of the rights, title and interest transferred in accordance with clause 20.2(a); and
- (c) SWALSC will then execute the deed of assignment or the deed of novation as the case may be and return copies of the fully executed deed to both the outgoing Local Government and the incoming Local Government.

20.3 Assignment by SWALSC

- (a) SWALSC must assign its rights (including intellectual property rights assigned to SWALSC pursuant to clause 13.1), title and interests under this NHALG to a Regional Corporation if:
 - (i) a Regional corporation is appointed by the Noongar Boodja Trustee as the Regional Corporation for land and waters including the land and waters within the Agreement Area; and
 - (ii) the Regional Corporation agrees to enter into a deed, in a form acceptable to the Local Government (each acting reasonably), by which it agrees to be bound by this NHALG and to assume all of SWALSC's obligations under this NHALG, and provides a copy of that deed to the Local Government.
- (b) If the requirements of clause 20.3(a)(i) and (ii) are satisfied, SWALSC must do all other things necessary to give effect to the assumption by the Regional Corporation of the obligations under this NHALG.

20.4 Effect of Assignment or Novation

- (a) Once an assignment or novation by a Local Government of all or any part of its rights, title and interests under this NHALG has occurred under clause 20.2, then the assigning or outgoing Local Government will be deemed to have been released to the extent of the assignment or transfer from all claims and liabilities arising under or in respect of this NHALG arising after the effective date of the assignment or novation, but without affecting any claim or liability arising prior to such date.
- (b) Once an assignment of this NHALG has occurred under clause 20.3, SWALSC will be deemed to have been released, to the extent of the

assignment from all claims and liabilities arising under or in respect of this NHALG arising after the effective date of the assignment, but without affecting any claim or liability arising prior to such date.

- (c) Unless otherwise agreed by the Parties in writing or required by law, an assignment under this clause 20 shall not affect the operation of this NHALG.

20.5 No encumbrance

- (a) Except as permitted by clause 20.5(b), no Party may grant an encumbrance, mortgage or charge in respect of the whole or any part of its rights, title and interests under this NHALG.
- (b) The Local Government may with the prior written consent of SWALSC grant an encumbrance, mortgage or charge in respect of the whole or any part of its rights, title and interests under this NHALG provided that clause 20.2 shall apply with necessary changes to any assignment upon enforcement of such encumbrance, mortgage or charge.

21. Notices

Any notice:

- (a) must be in writing and signed by a person duly authorised by the sender; and
- (b) must be delivered to the intended recipient by registered post or by hand or email to the intended recipient's address or email address specified in Schedule 1 (or the address in Western Australia or email address last notified in writing by the intended recipient to the sender, including where so notified in an Activity Notice given to SWALSC under clause 8.2);
- (c) will be taken to be received by the recipient:
 - (i) in the case of delivery in person, when delivered; and
 - (ii) in the case of delivery by post, 2 Business Days after the date of posting; and

or made on a day that is not a Business Day or at a time that is later than 4.00pm (local time), it will be taken to have been duly given or made at 9.00am on the next Business Day.
 - (iii) In the case of delivery by email, at the time shown in the delivery confirmation report generated by the sender's email system which indicates that the email was sent to the recipient's email address, but where an email has been sent after 4.00 pm on a Business Day (the receiving party's local time) or on a non-Business Day, it will be deemed to have been received at 9.00 am on the next Business Day.

22. GST

22.1 Interpretation

Words capitalised in this clause 22 and not otherwise defined have the meaning given in the GST Act.

22.2 GST Payable

- (a) Where an amount of Consideration is payable for a Taxable Supply made under this NHALG (whether that amount is specified or can be calculated in accordance with this NHALG), it does not include GST and must be increased by the GST Rate.
- (b) The Party making a Taxable Supply under this NHALG must issue a Tax Invoice or Adjustment Note to the Recipient in accordance with the GST Act. Notwithstanding any provision to the contrary in this NHALG, payment will be due within 20 Business Days of a Party receiving a Tax Invoice in accordance with this clause 22.
- (c) If any Party has a right to be reimbursed or indemnified for any cost or expense incurred under this NHALG, that right does not include the right to be reimbursed or indemnified for that component of a cost or expense for which the indemnified Party can claim an Input Tax Credit.
- (d) A Party may issue a Recipient-created Tax Invoice in respect of payment made to it by the other Party.

23. Costs and duties

- (a) The Local Government shall bear any duties or fees or taxes of a similar nature associated with this NHALG.
- (b) Each Party shall bear their own costs including legal costs associated with the negotiation, drafting and execution of this NHALG.

24. Force Majeure and Aboriginal Cultural Business

- (a) If a Party is prevented in whole or in part from carrying out its obligations under this NHALG as a result of an event of Force Majeure or Aboriginal Cultural Business, it must promptly notify the other Party accordingly. The notice must:
 - (i) specify the obligations it cannot perform;
 - (ii) sufficiently describe the event of Force Majeure or Aboriginal Cultural Business;
 - (iii) estimate the time during which the Force Majeure or Aboriginal Cultural Business will continue;

- (iv) specify the cost reduction due to the non-performance of obligations; and
 - (v) specify the measures proposed to be adopted to remedy or abate the Force Majeure or the delay caused by the Aboriginal Cultural Business.
- (b) Following this notice, and while the Force Majeure or Aboriginal Cultural Business continues, this NHALG shall nevertheless continue and remain in force and effect but the obligations which cannot be performed because of the Force Majeure or Aboriginal Cultural Business will be suspended, and any time limit for performance of those obligations will be extended by the period of the Force Majeure or Aboriginal Cultural Business.
- (c) The Party that is prevented from carrying out its obligations under this NHALG as a result of an event of Force Majeure or Aboriginal Cultural Business must take all action reasonably practicable to mitigate any loss suffered by the other Party as a result of its failure to carry out its obligations under this NHALG.

25. General

25.1 Review and variation

Where this NHALG is to be amended or varied, then this NHALG may only be amended or varied by a document in writing signed by each of the Parties to the agreed amendment or variation.

25.2 Entire agreement

Subject to clause 14, this NHALG constitutes the entire agreement between all of the Parties as to its subject matter and, in relation to that subject matter, supersedes any prior understanding or agreement between any of the Parties and any prior condition, warranty, indemnity or representation imposed, given or made by a Party.

25.3 Governing law and jurisdiction

- (a) This NHALG is governed by the law applicable in the State of Western Australia.
- (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.

25.4 Severance

If any provisions of this NHALG is void, voidable by any Party, unenforceable or illegal according to the law in force in the State of Western Australia, it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this NHALG to the extent necessary unless it would materially change the intended effect and objectives of this NHALG.

25.5 Waiver

A right or power under this NHALG shall only be deemed to be waived by notice in writing, signed by the Party waiving the right or power, and:

- (a) no other conduct of a Party (including a failure to exercise, a delay in exercising or a partial exercise of a right or power or any forbearance or indulgence granted by one Party to another Party in respect of a right or power) operates as a waiver of the right or power or otherwise prevents the exercise of that right or power; and
- (b) a waiver of a right or power on one or more occasions by a Party does not operate as a waiver of that right or power if it arises again in the future or prejudices that Party's other rights or powers or future rights or powers in respect of the right or power waived; and
- (c) the exercise of a right or power does not prevent any further exercise of that right or power or of any other right or power.

25.6 No merger

The rights and obligations of the Parties will not merge on the completion of any transaction contemplated by this NHALG. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

25.7 Further action

Each Party must use all reasonable efforts to do all things necessary or desirable to give full effect to this NHALG and the matters contemplated by it.

Schedule 1 Party Details

(Clause 21 – Notices)

South West Aboriginal Land & Sea Council Aboriginal Corporation Notice Details

Address Level 2, 100 Royal Street
EAST PERTH WA 6004

Fax (08) 9358 7499
Email [Click here to enter text](#)

Local Government Notice Details

Local Government Shire of
Waroona

Address 52 Hesse Street, Waroona WA 6215.

Email warshire@waroona.wa.gov.au

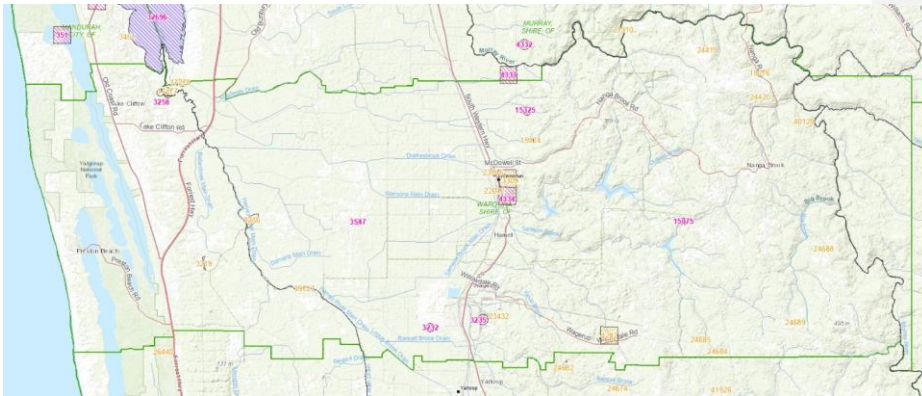
Schedule 2 Details of ILUA and Pre-existing Aboriginal Heritage Agreements

Item No.	Item Description	Details
Details of ILUA		
Item 1	Short name of ILUA	Gnaala Karla Booja ILUA
Item 2	National Native Title Tribunal file number	WI2015/005
Item 3	Date registered	17/10/2018
Item 4	Local government region(s)	Shire of Waroona.
Pre-existing Aboriginal Heritage Agreements		
Item 5	Details of all pre-existing Aboriginal Heritage Agreements to which clause 14 applies.	Nil.
Item 6	List of provisions of a pre-existing Aboriginal Heritage Agreement which will prevail over this NHALG (if the entire pre-existing Aboriginal Heritage Agreement prevails, write 'whole agreement').	Nil.

Schedule 3 Agreement Area

(Clause 1.1 Definition of Agreement Area)

Insert map and written description which clearly identifies the area to which this NHALG relates



The Agreement Area is the land and water of the identified Aboriginal Sites only in the Aboriginal Heritage Act Register within the district of the Shire of Waroona on the date that this Agreement is entered into and may include other sites as agreed by the parties, where identified after this Agreement has been entered into. The Agreement Area may also include a specific location or locations nominated by the Shire of Waroona where it provides notice of this to SWLASC.

Schedule 4 Contents of Activity Notice

Part 1 — Primary contents of Activity Notice

(Clause 8.2 Giving the Activity Notice)

1.1 Basic information

Every Activity Notice must contain:

- (a) a statement that it is an Activity Notice issued under this NHALG (by reference to the name of the ILUA as set out in item 1 of Schedule 2);
- (b) the name of the Local Government, and:
 - (i) an address in Western Australia for service of notices, under this NHALG, on the Local Government (if no address for service has previously been given by the Local Government); and
 - (ii) full contact details for a primary contact person within the Local Government (if a body corporate).

1.2 Key statements and nominations under clause 8.2

(Clause 8.2(c)(ii))

Every Activity Notice must, subject to clause 8.2(f), contain the following required key statements:

- (a) a statement of the extent to which the Activity Program consists of Low Ground Disturbance Activity, in the opinion of the Local Government; and
- (b) a statement of whether the Local Government considers that a Survey is required (taking into consideration the matters referred to in clauses 8.1(b) and 8.3); and
- (c) a nomination, by the Local Government, of a preferred Survey Methodology, being either a Site Avoidance Model or a Site Identification Model; and
- (d) where a Site Avoidance Model is nominated, a statement of whether the Local Government requires any Survey to be conducted in respect of:
 - (i) only the area or areas to be impacted by specific Activities as described and mapped in the Activity Notice; or
 - (ii) a broader area or areas, encompassing the Activities and surrounding land as described and mapped in the Activity Notice; and

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- (e) a nomination, by the Local Government, of a proposed Survey fieldwork start date or end date; and
- (f) a nomination, by the Local Government, as to whether it requires:
 - (i) a Preliminary Advice (see clause 12.1(a));
 - (ii) a draft of the Survey Report (see clause 12.1(b));
 - (iii) an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application (if known at the relevant time) (see clause 8.2(e)).

Where any of those key statements are omitted, Part 3 of this Schedule 4 provides default provisions.

1.3 – Detailed contents of Activity Notice

(Clause 8.2(c)(ii))

In accordance with clause 8 of this NHALG, the purpose of the information provided in and with the Activity Notice is to determine whether a Survey is required and if so, its nature and extent. In order to facilitate this objective, an Activity Notice must contain the following additional details where applicable:

- (a) a map showing clearly the area the subject of the Activity Notice, identifying the location of the area the subject of the Activity Notice within the Agreement Area and including scale, zone and north point, as well as nearby towns, roads and landscape features; and
- (b) aerial photographs (if available) or smaller scale maps of the area the subject of the Activity Notice which must contain UTM Grid Coordinates (eastings and northings), datum, north point and, where applicable, land tenure details such as parcel identifier, plan or lot, reserve numbers, and coordinates and/or polygon defining the area the subject of the Activity Notice; and
- (c) where applicable, identifying numbers (or other identifying information) of each tenure to which the Activity Notice relates; and
- (d) all known vehicular access routes to the area the subject of the Activity Notice; and
- (e) any ground disturbing notice provided to any government agency including (where mining exploration Activities are proposed) to the District Mining Engineer; and
- (f) details of any Activity Program, and the area and level of potential Activity, on the area the subject of the Activity Notice; and

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- (g) the techniques and types of infrastructure, items of equipment and vehicles to be used in relation to any proposed Activity; and
- (h) the approximate number of personnel who will be involved in any proposed Activity; and
- (i) any water, biological or other materials or resources proposed to be obtained from the area the subject of the Activity Notice, in relation to any proposed Activity.
- (j) Where any of the detailed content is omitted, the default provisions of Part 3 of this Schedule 4 will apply.

Part 2 – Additional contents of Activity Notice

(Clause 8.2(c)(iii))

An Activity Notice may also set out:

- (a) whether there has been any previous Aboriginal Heritage Survey and, subject to any confidentiality restrictions, the age, methodology, participants, standard and results of that survey. If a written report of that previous Aboriginal Heritage Survey is in the possession or control of the giver of the Activity Notice, then (subject to confidentiality provisions) the Activity Notice shall be accompanied by a copy of the written report; and
- (b) the extent to which the area the subject of the Activity Notice has been affected by previous ground disturbing activities; and
- (c) whether the Aboriginal Heritage Act Register discloses any Aboriginal Sites on the area the subject of the Activity Notice; and
- (d) any additional information which explains what sort of Survey outcome is being sought (if a Survey is required), including whether an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application is intended to be made (if known at the relevant time) (see clause 8.2(e)); and
- (e) any other background material which will better help SWALSC to understand the potential impacts of what is proposed.

Part 3 – Default provisions of Activity Notice

(Clauses 8.2(c)(ii) and 8.2(d))

For the purposes of clause 8.2(d), the following default provisions apply in respect of any item in part 1.2 of this Schedule 4 that is not specified or nominated in the Activity Notice.

Clause No. Default Provision

Item (a)	The Activity Program contains Ground Disturbing Activity.
Item (b)	A Survey is not required.
Item (c)	Site Avoidance Model.
Item (d)	Only the areas of specific Activities described in the Activity Notice are required to be Surveyed.
Item (e)	Not applicable (Parties to discuss and agree proposed Survey fieldwork start date or end date).
Item (f)	There is a requirement for a Preliminary Advice or a draft of the Survey Report.

Schedule 5 — Costs for conduct of a Survey

(Clauses 8.3(d)(iv), 9.5 and 11)

No.	Item	Rate	GST	Description
Ethnographic Assessment				
1	Aboriginal Heritage Service Provider	At cost [Usually \$900-\$1000 (Indexed to CPI)] + Administration Fee of 15% of total expenditure capped at \$5,000 (Indexed to CPI) + Disbursements At cost	+GST	per person per day or pro rata for part thereof
2	Principal Aboriginal Heritage Consultant	At cost [Usually \$900-\$1000 (Indexed to CPI)]	+GST	per person per day or pro rata for part thereof
3	Aboriginal Heritage Liaison Officer (if necessary and agreed)	\$500 (Indexed to CPI)	+GST	per person per day or pro rata for part thereof
Archaeological Assessment (if necessary and agreed)				
4	Archaeologist (archaeological team external contractors)	At cost [Usually \$900 - \$1000] (Indexed to CPI)]	+GST	per person per day or pro rata for part thereof
5	Fieldwork and reporting	At cost [Usually \$900 - \$1000] (Indexed to CPI)]	+GST	per person per day or pro rata for part thereof
Aboriginal Consultants				

6	Aboriginal Consultants – between 2 and 8 unless otherwise agreed	\$500 (max) (Indexed to CPI)	+GST	per person per day or pro rata for part thereof
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No.	Item	Rate	GST	Description
Field Expenses				
7	Aboriginal Heritage Liaison Officer or Anthropologist accommodation/meals	At cost	+GST	
8	Archaeologist or Archaeological Team accommodation/meals	At cost	+GST	
9	Aboriginal Consultants accommodation/meals	At cost	+GST	
Travel Expenses				
10	Vehicle mileage km	As per Australian Taxation Office tax schedule for location	+GST	per km
11	Hire Vehicle (if survey vehicle is hired)	commercial rates, plus fuel	+GST	

12	<p>Aboriginal Consultants' motor vehicle travel expenses (if required) to be calculated as follows.</p> <p>(a) If usual residence within the boundary of the ILUA area - at Distance travelled for return journey from place of usual residence to the survey area.</p> <p>(b) If usual residence outside the boundary of the ILUA area - Distance travelled for return journey within the boundary of the ILUA area plus up to a maximum of 200km return (100km each way) for distance travelled for return journey from place of usual residence outside the ILUA area, to the survey area.</p> <p>(c) Where a particular Aboriginal Consultant is</p>	As per Australian Taxation Office tax schedule for location	+GST	per km
No.	Item	Rate	GST	Description
	considered a 'key knowledge holder' who is essential for the conduct of the survey, and whose usual place of residence is beyond the distances provided for in (b) above, additional motor vehicle expenses can be paid by agreement between the parties.			
13	Airfares	At cost	+GST	
14	Taxi travel (to and from airports or meetings)	At cost	+GST	
Incidental Expenses				

15	Film, maps, report production and expendables	At cost	+GST	
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Initials: Aboriginal Heritage Service Provider: _____

Initials: Local Government/Authorised officer of the Local Government: _____

CPI Indexation

Where a rate listed in this annexure is indicated to be "*Indexed to CPI*" it shall be varied annually on 31 August of each year in accordance with the WA CPI Calculation.

Schedule 6 — Contents of Survey Report

(Clause 12.4)

Part 1 – Guidelines for all Survey Reports

1.1 Copyright and confidentiality

Insert a statement to the effect that the report may only be copied in accordance with this NHALG and subject to any other restrictions agreed to, from time to time, by the Local Government and SWALSC.

1.2 Survey personnel

- (a) Author's name in full and occupation and author's business or company name.
- (b) Full name and gender of each Aboriginal Consultant, and the group they represent.
- (c) Full names and gender of other personnel participating in the Survey and their role.
- (d) Explanation as to how Aboriginal Consultants were selected.

1.3 Survey date(s)

Insert the date(s) on which fieldwork was conducted.

1.4 Spatial information

- (a) The general location of the area within which the Survey was undertaken (e.g. title numbers 'x' to 'z', or the 'abc' pastoral lease, or the area shown on a map contained in the Survey Report).
- (b) Grid references of the Survey Area.
- (c) A map of the Survey Area.

1.5 Other information

- (a) Summary of results of searches of the Aboriginal Heritage Act Register at the DPLH including the site number and name, if given, and the reference number.
- (b) A general description of the fieldwork undertaken.
- (c) Details of ethnographic and (if relevant) archaeological work carried out during the Survey.

- (d) Description of the Survey Methodology used by the Survey Team (that is, a Site Avoidance Model or a Site Identification Model) and any other relevant methodological notes.
- (e) In respect of any Aboriginal Objects identified:
 - (i) a description of such Aboriginal Objects;
 - (ii) the location of any Aboriginal Objects so identified; and (iii) the date on which each Aboriginal Object was identified.
- (f) Any discussion and recommendations.

Part 2 – Additional guidelines for Survey Reports where Site Avoidance Model is used

2.1 Details of areas where Activity should not be undertaken (because of the presences of an Aboriginal Site within that area) and other Survey information

- (a) Description of any areas where Activity should not be carried out because of the presence of an Aboriginal Site within that area.
- (b) Grid references of the area where Activity should not be carried out, i.e. Eastings and Northings (of the coordinate description e.g. AMG/MGA), the AMG Zone (i.e. Zone 51) and the type of equipment used – GPS or DGPS or other.
- (c) Dimensions of the area, e.g. approximately 100m east-west and 50m northsouth.
- (d) Location, i.e. where the area to be avoided is located in relation to tenure or significant topographical feature, e.g. the northern corner of mining lease X about 100m east of the prominent hill.
- (e) Full names of person(s) who identified each Aboriginal Site and other persons present when site identified, and date site identified.

Part 3 – Additional guidelines for Survey Reports where Site Identification Model is used

3.1 Details of new or registered Aboriginal Sites recorded during the Survey and other Survey information

- (a) Site name and number, if given to existing sites, and DPLH reference number, if known.
- (b) Site type, e.g. archaeological or ethnographic or both.

- (c) Grid references of the site, i.e. Eastings and Northings (of the coordinate description e.g. AMG/MGA), the AMG Zone (i.e. Zone 51) and the type of equipment used – GPS or DGPS or other.
- (d) Dimensions of the site, e.g. approximately 10m east-west and 5m northsouth.
- (e) Location, i.e. where the site is located in relation to tenure or significant topographical feature, e.g. the northern corner of mining lease X about 100m east of the prominent hill.
- (f) Description, e.g. rock pool, granite outcrop.
- (g) Full names of person(s) who identified each Aboriginal Site and other persons present when site identified and date site identified.
- (h) Significance, if known.

3.2 Recommendations and comments

Recommendations regarding the Aboriginal Site, e.g. whether the site is:

- (a) a place of importance or significance where persons of Aboriginal descent have, or appear to have left any object used for or made or adapted for use for any purpose connected with traditional cultural life of Aboriginal people (past or present); and/or
- (b) a sacred/ ritual or ceremonial site of importance and special significance to persons of Aboriginal descent; and/or
- (c) a place of historical, anthropological, archaeological or ethnographic importance and/or significance; and/or
- (d) a place where Aboriginal objects are traditionally stored.

For each potential Aboriginal Site identified, please complete and attach a copy of the *Heritage Information Submission Form*

3.3 Impact on Aboriginal Sites

- (a) Description of any Aboriginal Sites in the Survey Area that may be affected by the Activity.
- (b) Description of how the Activity is likely to impact on the Aboriginal Site(s) within the Survey Area.
- (c) Description of any practical measures that may be taken to avoid or mitigate potential harm to an Aboriginal Site(s) within the Survey Area.

Local Government: Enter details here — Noongar Heritage Agreement for Local Government

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(d) Recommendations for how the Aboriginal Site(s) may be protected.

Schedule 7 — DPLH Heritage Information Submission Form

(Clause 12.5 Provision of Aboriginal Heritage Information to DPLH)

Complete and submit the form entitled 'Heritage Information Submission Form' that is available on the DPLH website (www.DPLH.wa.gov.au):

Schedule 8 — Noongar Standard Heritage Process Information

(Clause 12.6 Provision of Survey Information to DPLH)

SWALSC will report the following information to DPLH:

Details of the person filling in this form and the Agreement Group SWALSC is acting on behalf of

1. Name:
2. Job Title:
3. Name of Agreement Group SWALSC is acting on behalf of:

About the Local Government

4. Local Government Name: Shire of Waroona
5. Contact phone number:
6. Brief summary of the project or activity:
7. Does the Project also fall within one or more Related Agreement Areas: Y/N
8. Please list any affected Related Agreement Group:

Activity Notice

9. Did the Activity Notice contain all requisite information (As per Schedule 4):
Y/N
10. If not did SWALSC:
 - (c) Utilise the Default Provisions:
 - (d) Request a new notice:
11. When considering whether or not a survey was required did SWALSC seek advice from the DPLH:

Survey

12. Select the survey methodology used: Site ID/Site Avoidance

Composition of the Survey Team

13. Name of the Aboriginal Heritage Service Provider:
14. Name of the Principal Aboriginal Heritage Consultant:
15. Number of paid Aboriginal Consultants (If more than eight, detail why):
16. Number of additional (unpaid) Aboriginal Consultants (detail why there was additional Consultants):
17. Was an Aboriginal Heritage Liaison Officer appointed: Y/N
18. Was an additional anthropologist/archaeologist or heritage specialist appointed:
19. Were there any Local Government nominees on the survey team:

Local Government: Enter details here — Noongar Heritage Agreement for Local Government

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Survey Reporting

- 20. If Preliminary Advice was requested was it received by SWALSC within the time period of 5 days after the last day of fieldwork:
- 21. Did SWALSC provide any additional comments about the Preliminary Advice:
- 22. If a draft Survey Report was requested was it received by SWALSC within 15 Business Days after the last day of Fieldwork:
- 23. Did SWALSC provide any additional comments:

Cost and Payments

- 24. What was the total cost paid to the Aboriginal Heritage Service Provider (if SWALSC was acting as the Aboriginal Heritage Service Provider or was contracting them):
- 25. What was the total cost of the Aboriginal Consultants:

Other Circumstances

- 26. Do you know if the Local Government lodged or intended to lodge a section 16 or section 18 application under the Aboriginal Heritage Act 1972:
- 27. If yes, did SWALSC receive a Notice of this intention at least 30 days before the approval was lodged with the DPLH:
- 28. During the process did either party access the dispute resolution process: Y/N
- 29. Did SWALSC access the provisions under 'Dispute in relation to clauses 9, 11(b) or 12.2(a)(ii) and (iii)':

Additional Comments

- 30. Please provide any additional details about the process worth noting. All comments welcomed.

Signing Pages

EXECUTED as a deed

Executed by South West Aboriginal Land & Sea Council Aboriginal

Corporation ICN 3832 in accordance with
its constitution in the presence of:

Signature of authorised representative

Click here to enter text.

Full name of authorised representative

Click here to enter text.

Date

Signature of authorised representative

Click here to enter text.

Full name of authorised representative

Click here to enter text.

Date

Executed by Local Government – where applying common seal

The common seal of the [*insert local
government*] was hereunto affixed on [*insert
date*] by authority of a resolution of the
Council in the presence of:

sign here ►

President

print name

sign here ►

Chief Executive Officer

print name

Local Government: Enter details here — Noongar Heritage Agreement for Local Government

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Noongar Heritage Agreement for Local Government

South West Aboriginal Land & Sea Council Aboriginal Corporation, ICN 3832 for and on behalf of the Gnaala Karla Booja People Agreement Group.

Name of Local Government: Shire of Waroona

NHALG Reference Number: Enter number here

Date: Select date

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Date

THIS AGREEMENT is made on [Click here to enter a date.](#)

Parties

South West Aboriginal Land & Sea Council Aboriginal Corporation, ICN 3832 (SWALSC)
for and on behalf of the **Gnaala Karla Booja Agreement Group.**

Local Government: Enter details here

ABN or ACN: [Click here to enter text.](#)

Recitals

- A. SWALSC represents the Gnaala Karla Booja Agreement Group in relation to Aboriginal Heritage matters in the Agreement Area.
- B. The Local Government [may wishes](#) to conduct Activities in the Agreement Area.
- C. The Parties have entered into this Agreement to ensure that the Activities are carried out in a manner that [protects-does not damage or destroy](#) Aboriginal Sites and Aboriginal Objects [to the greatest extent possible](#).
- D. Under the *Aboriginal Heritage Act 1972 (WA)* the Minister for Aboriginal Affairs and his delegated officers have the responsibility for recording, preserving and protecting places that are of significance in Western Australia. Officers in DPLH may provide the Parties with information about the evaluation and recording of sites upon request to assist with the processes set out in this NHALG.

The Parties agree as follows:

Agreed Terms

1. Definitions and interpretation

1.1 Definitions

In this NHALG, unless the contrary intention appears:

Aboriginal Consultants means:

- (a) those members of the Agreement Group or Noongar persons who have been identified by SWALSC as persons who can speak about the Survey Area; and, where applicable

- (b) persons identified by DPLH in consultation with SWALSC who have previously been recorded on the Aboriginal Heritage Act Register in relation to particular sites in the Survey Area.

Aboriginal Cultural Business means a funeral, event or other ceremony that, in accordance with traditional laws and customs, the members of the Agreement Group are required to attend or that prevents the members of the Agreement Group from attending to day to day business.

Aboriginal Heritage means the cultural heritage value of an Aboriginal Site or of an Aboriginal Object.

Aboriginal Heritage Act means the *Aboriginal Heritage Act 1972 (WA)*.

Aboriginal Heritage Act Minister means the Minister in the Government of the State from time to time responsible for the administration of the Aboriginal Heritage Act.

Aboriginal Heritage Act Register means the register of places and objects established and maintained under section 38 of the Aboriginal Heritage Act.

Aboriginal Heritage Act Registrar means the 'Registrar of Aboriginal Sites' appointed under section 37(1) of the Aboriginal Heritage Act.

Aboriginal Heritage Act Section 16 Application means an application to the Aboriginal Heritage Act Registrar for authorisation under section 16 of the Aboriginal Heritage Act to enter upon an Aboriginal Site and to excavate the site or to examine or remove anything on or under the site.

Aboriginal Heritage Act Section 18 Application means an application to the Aboriginal Heritage Act Minister for consent under section 18 of the Aboriginal Heritage Act to use land.

Aboriginal Heritage Agreement means an agreement with SWALSC or one or more members of the Agreement Group concerning Aboriginal Heritage Surveys in the Agreement Area. To avoid doubt, this NHALG is a form of Aboriginal Heritage Agreement.

Aboriginal Heritage Liaison Officer means the person appointed under clause 10.1(a)(ii).

Aboriginal Heritage Service Provider means the person or company engaged by SWALSC, or by the Local Government, to plan and carry out a Survey or Surveys in the Agreement Area. The Aboriginal Heritage Service Provider may be the same as the Principal Aboriginal Heritage Consultant, or may be a separate entity or person. The Aboriginal Heritage Service Provider may also be SWALSC.

Aboriginal Heritage Survey means a survey conducted to assess the potential impacts of Activities on Aboriginal Heritage, whether or not conducted under this NHALG and may include anthropological, ethnographic or archaeological investigations as appropriate. To avoid doubt, an Aboriginal Heritage Survey includes a Survey.

Aboriginal Object means an object to which the Aboriginal Heritage Act applies by operation of section 6 of the Aboriginal Heritage Act.

Aboriginal Site means a place to which the Aboriginal Heritage Act applies by operation of section 5 of the Aboriginal Heritage Act, including sites that are not on the Aboriginal Heritage Act Register.

ACMC means the Aboriginal Cultural Material Committee established under section 28 of the Aboriginal Heritage Act.

Activity means physical works or operations, involving entry onto the Agreement Area (whether on the surface of the land or waters, or under or over that surface).

Activity Notice means a notice issued by the Local Government to SWALSC under clause 8.2.

Activity Notice Response means notice given by SWALSC to the Local Government under clause 8.3(a).

Activity Program means all Activities described in an Activity Notice.

Agreement Area means the area to which this NHALG applies, being the land and waters described in Schedule 3.

Agreement Group means the Native Title Agreement Group as defined in the ILUA.

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

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

Confidential Information has the meaning given in clause 19.1.

CPI means the Consumer Price Index, All Groups Index, number for Perth, Western Australia, published from time to time by the Australian Bureau of Statistics (catalogue number 6401.0). If that index ceases to be published by the Australian Bureau of Statistics then CPI shall mean such other index as represents the rise in the cost of living in Perth, Western Australia, as the State reasonably determines after consulting with SWALSC.

CPI Calculation means:

$$A \frac{CPI_n}{CPI_{base}}$$

× where:

A = the initial base payment under this NHALG as set out in Schedule 5;

CPI_n = the latest June quarterly CPI number as published each year by the Australian Bureau of Statistics;

CPI_{base} = the June 2014 quarterly CPI number as published by the Australian Bureau of Statistics in the second half of the 2014 calendar year.

DPLH has the meaning given to Department in section 4 of the Aboriginal Heritage Act and as at the Effective Date is the State's Department of Planning, Lands and Heritage.

DPLH Guidelines means the Guidelines with respect to preparing Aboriginal Heritage Survey reports and applications to the ACMC under section 18 of the Aboriginal Heritage Act published on the DPLH website as modified from time to time.

Due Diligence Guidelines means the current Aboriginal heritage due diligence guidelines issued by the DPLH as amended from time to time.

Effective Date means the date on which this NHALG comes into force and effect as an agreement between the Parties, as more particularly described in clause 4.1.

Estimated Survey Costs has the meaning given in clause 9.5(b).

Event of Default means any of the events described in clause 17.1(b).

Force Majeure means an event or cause beyond the reasonable control of the Party claiming force majeure comprising any of the following:

- (a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone or wind and wave conditions associated with a cyclone, tidal wave, landslide, adverse weather conditions;
- (b) strike, lockout or other labour difficulty;
- (c) act of public enemy, war, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, terrorism; or
- (d) the effect of any law or authority exercised by a government authority or official by law.

GPS means a global positioning system device.

Ground Disturbing Activity means any Activity that is not Low Ground Disturbance Activity or Minimal Impact Activity.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes all associated legislation and regulations and any legislation or regulations substituting for or amending any of the foregoing.

Heritage Information Submission Form means the form referred to in Schedule 7 and, if that form is up-dated by DPLH, that form as set out at the relevant time on the DPLH website.

ILUA means the Indigenous Land Use Agreement described in items 1 to 4 of Schedule 2.

Insolvency Event means where a Party:

- (a) commits an act of insolvency under and for the purposes of the Corporations Act 2001 (Cth) or the CATSI Act; or
- (b) is placed under external administration under and for the purposes of Chapter 5 of the Corporations Act 2001 (Cth); or
- (c) is placed under external administration under and for the purposes of Chapter 11 of the CATSI Act; or
- (d) is unable to pay all its debts as and when they become due and payable.

Last Fieldwork Day has the meaning given in clause 12.1.

Local Government Procurement Requirements means the Local Government Act 1995 (WA), the Local Government (Functions and General) Regulations 1996 (WA), and the Local Government Purchasing Policy, as amended from time to time.

Local Government Purchasing Policy means a purchasing policy adopted by the Local Government under regulation 11A of the Local Government (Functions and General) Regulations 1996 (WA).

Low Ground Disturbance Activity means any Activity that involves only minor ground disturbance. Low Ground Disturbance Activity includes the following:

- (a) sampling using hand methods (including hand augering); and
- (b) geophysical, biological, environmental or conservation surveys, including installing monitoring plots and marker posts; and
- (c) establishing temporary camps for exploration, environment or conservation purposes, where the establishment of the temporary camp does not require the removal of trees or shrubs and does not require any earthworks; and
- (d) reconnaissance and patrol in light vehicles; and
- (e) drilling using hand held rig or rig mounted on 4 wheel vehicle and only on cleared tracks; and
- (f) drilling using existing access and without the construction of new roads and tracks (and where use of the existing roads or tracks involves no disturbance to plant roots); and
- (g) digging pitfall traps and temporary trenches for small animals; baiting and installation of temporary fences and nest boxes; and

- (h) removing soil and flora samples and cores up to 20 kilograms, and up to a depth of two metres from the natural surface; and
- (i) collecting and removing loose rocks, firewood, flora or fauna; and
- (j) fossicking for rocks and gemstones; and
- (k) conducting tests for water, site contamination, or other scientific or conservation purposes; and
- (l) maintaining and refurbishing existing facilities, including recreation and camping facilities, water points, signs and other structures; and
- (m) maintaining but not widening existing roads, drains, culverts, bridges, trails, tracks, fence lines and firebreaks; and
- (n) erecting signage and barriers using hand and mechanical augers; and
- (o) revegetating of degraded areas, including fencing areas of vegetation; and
- (p) rehabilitating previously disturbed areas, including ripping, scarifying, matting, brushing, seeding and planting; and
- (q) carrying out species recovery programs; and
- (r) erosion control activities around existing roads, infrastructure or facilities; and
- (s) weed control using hand, mechanical and chemical methods of control excluding excavation or furrowing of soil; and
- (t) conducting tourism operations that:
 - (i) are based in established facilities; or
 - (ii) require the establishment of new facilities that require no, or only minor, ground disturbance; and
- (u) any other use of hand-held tools, not referred to in the preceding paragraphs; and
- (v) events such as car rallies and marathons using existing roads, stock routes or pastoral lease tracks; and
- (w) walking, driving or riding tours using existing roads, stock routes, pastoral lease tracks or historical trails (official or unofficial); and
- (x) exercise of grazing rights permitted under Division 3, Subdivision G of the *Native Title Act 1993*; and
- (y) the laying of water pipelines across the ground where no excavation is required; and

- (z) any other Activities agreed in writing by the Parties to be Low Ground Disturbance Activities.

Minimal Impact Activity means any Activity that involves minimal or no ground disturbance. Minimal Impact Activity includes the following:

- (a) Walking, photography, filming; and
- (b) Aerial surveying and magnetic surveys; and
- (c) Use of existing tracks and water courses; and
- (d) Environmental monitoring; and
- (e) Water and soils sampling; and
- (f) Fossicking using hand held instruments; and
- (g) Spatial measurement; and
- (h) Scientific research, using hand held tools; and
- (i) Cultivation and grazing in previously cultivated/grazed areas; and
- (j) Maintenance of existing paths, walls, fences, roads, tracks, bridges, public infrastructure (e.g. electrical, water, sewage) and community utilities within the existing footprint and adjacent service areas; and
- (k) Feral animal eradication, weed, vermin and pest control, vegetation control and fire prevention; but excluding construction of fences, infrastructure and clearing of native vegetation; and
- (l) Light vehicular access and camping using existing tracks and involving no clearance of vegetation.

Noongar Boodja Trust Deed means the Trust Deed as defined in the ILUA.

Noongar Boodja Trustee means the Trustee appointed under the Noongar Boodja Trust Deed from time to time.

NHALG means this Noongar Heritage Agreement for Local Government.

Party means a party to this NHALG and **Parties** mean any 2 or more of them as the case requires.

Preliminary Advice means advice, in writing, complying with clause 12.3(a).

Principal Aboriginal Heritage Consultant means the anthropologist, archaeologist or other appropriately qualified professional nominated and agreed under clauses 8.3(d) or 9.6.

Program of Proposed Works means the program of proposed works for a specified period prepared by a Local Government that will be carried out, wholly or partially, in the Agreement Area.

Regional Corporation has the meaning given in the Noongar Boodja Trust Deed.

Related Agreement Areas has the same meaning as given in the ILUA.

Related Agreement Group means the Related Native Title Agreement Group as defined in the ILUA.

Sensitive Heritage Information means culturally restricted information about Aboriginal Sites or any other items of Aboriginal Heritage, provided by the Aboriginal Consultants during the course of or in relation to a Survey, including where such information is contained in any Survey Report.

Site Avoidance Model means a Survey methodology involving the identification of areas where Activity should not be undertaken because of the presence of an Aboriginal Site within that area.

Site Avoidance Survey means a Survey carried out using the Site Avoidance Model.

Site Identification Model means a Survey methodology involving the identification of Aboriginal Sites.

Site Identification Survey means a Survey carried out using the Site Identification Model.

Survey means an Aboriginal Heritage Survey conducted under this NHALG.

Survey Agreement Date has the meaning given in clauses 9.1(a) or 9.1(b).

Survey Agreement Period has the meaning given in clause 9.1(d).

Survey Area means the area of land or waters the subject of a Survey, or proposed to be the subject of a Survey.

Survey Methodology means either a Site Avoidance Model or a Site Identification Model.

Survey Report means a report of the results of a Survey, containing the information set out in clause 12.4 and Schedule 6.

Survey Team has the meaning given in clause 10.1.

1.2 Interpretation — general

In this NHALG, unless the contrary intention appears:

- (a) the headings and subheadings in this NHALG are inserted for guidance only and do not govern the meaning or construction of any provision of this NHALG;
- (b) words expressed in the singular include the plural and vice versa;
- (c) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to this NHALG and a reference to this NHALG includes any recital, schedule or annexure;

- (d) a reference to a document, agreement (including this NHALG) or instrument is to that document, agreement or instrument as varied, amended, supplemented, or replaced;
- (e) a 'person' includes a company, partnership, firm, joint venture, association, authority, corporation or other body corporate, trust, public body, Local Government or Government Proponent;
- (f) a reference to a 'person' (including a Party to this NHALG) includes a reference to the person's executors, administrators, successors and permitted assigns, transferees or substitutes (including persons taking by permitted novation);
- (g) a reference to a person, statutory authority or government body (corporate or unincorporate) established under any statute, ordinance, code, legislation or other law includes a reference to any person (corporate or unincorporate) established or continuing to perform the same or substantially similar function;
- (h) a reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not it is in writing;
- (i) 'including' means 'including but not limited to';
- (j) a reference to a statute, ordinance, code, legislation or other law includes regulations and other instruments under it and amendments, re-enactments, consolidations or replacements of any of them;
- (k) a reference to dollars or \$ is a reference to the currency of Australia;
- (l) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (m) a reference to a month is to be interpreted as the period of time commencing at the start of any day in one of the calendar months and ending immediately before the start of the corresponding day of the next calendar month or if there is no such day, at the end of the next calendar month;
- (n) references to time are to local time in Perth, Western Australia;
- (o) where time is to be reckoned from a day or event, that day or the day of that event is excluded;
- (p) if the day on or by which a person must do something under this NHALG is not a Business Day, the person must do it on or by the next Business Day; and
- (q) if any conflict arises between the terms and conditions contained in the clauses of this NHALG and any recitals, schedules or annexures to this NHALG, the terms and conditions of the clauses of this NHALG shall prevail.

1.3 Interpretation — liabilities and benefits

In this NHALG, unless the contrary intention appears:

- (a) any agreement, representation, warranty or indemnity set out in this NHALG which is in favour of SWALSC and the members of the Agreement Group or their entities is for the benefit of them jointly and severally; and
- (b) any agreement, representation, warranty or indemnity set out in this NHALG in favour of the Local Government, where the Local Government comprises more than one entity, is for the benefit of them jointly and severally; and
- (c) any agreement, representation, warranty or indemnity set out in this NHALG which is given by SWALSC and the members of the Agreement Group or their entities, binds them jointly and severally.
- ~~(b)~~(d) any agreement, representation, warranty or indemnity set out in this NHALG which is given by the Local Government, where the Local Government comprises more than one entity, binds them jointly and severally.

2. No Application of this NHALG to Emergency Activities

This Agreement does not apply to Activities which are urgently required to secure life, health or property, or to prevent or address an imminent hazard to life, health or property of any person.

3. Execution and effect of this NHALG

- (a) Execution of this NHALG may take place by SWALSC and the Local Government executing any number of counterparts of this NHALG, with all counterparts together constituting the one instrument.
- (b) If this NHALG is to be executed in counterparts, the Parties must execute sufficient numbers for each of them to retain one instrument (constituted by the counterparts).
- (c) Notwithstanding the prior provisions of this clause 3, the Parties acknowledge that, in order to avoid possible confusion, it is their intention that all Parties shall execute one instrument (in sufficient copies for each Party to retain an executed copy).

4. Term and termination

4.1 Commencement

This NHALG comes into force and effect as between the Local Government and SWALSC on the date that the last of those Parties executes this NHALG.

4.2 Termination

This NHALG shall terminate on the occurrence of whichever of the following events is first to occur:

- (a) all Parties agree in writing to end this NHALG;
- (b) as referred to in clause 17.2(d), a court order is made to wind up either Party as the result of an Event of Default.
- (c) At any time following the commencement of the NHALG under clause 4.1 either party may, at its sole discretion, terminate this NHALG for its convenience by giving the other Party 30 days' written notice (in which case the NHALG will terminate upon the expiry of that notice period).

4.3 Termination or de-registration of ILUA does not affect NHALG

Notwithstanding the termination or de-registration of the ILUA, this NHALG shall continue to apply to the Parties with full force and effect, to the extent that this NHALG has commenced under clause 4.1.

4.4 Survival of provisions and entitlements upon termination

This NHALG ceases to have any force or effect on and from the date of termination, save that:

- (a) any entitlements, obligations or causes of action which accrued under this NHALG prior to termination survive termination;
- (b) clauses 1, 4.4, 6, 12.7, 13, 18, 19, 21, 22, 25.2, 25.3, 25.4 and 25.6 survive termination.

5. Area to which this NHALG applies

This NHALG applies to the Agreement Area.

6. Authority, representations and warranties

6.1 SWALSC representations and warranties

SWALSC represents and warrants, for the benefit of the Local Government, that:

- (a) it represents the members of the Agreement Group in respect of Aboriginal Heritage matters within the Agreement Area; and
- (b) all conditions and things required by applicable law to be fulfilled or done (including the obtaining of any necessary authorisations) in order to enable it lawfully to enter into, exercise its rights and perform its obligations under, this NHALG have been fulfilled or done; and
- (c) it knows of no impediment to it performing its obligations under this NHALG.

6.2 Local Government representations and warranties

The Local Government represents and warrants, for the benefit of SWALSC and the members of the Agreement Group, that:

- (a) it is authorised to enter into this NHALG; and
- (b) all conditions and things required by applicable law to be fulfilled or done (including the obtaining of any necessary authorisations) in order to enable the Local Government lawfully to enter into, exercise its rights and perform its obligations under, this NHALG have been fulfilled or done; and
- (c) it knows of no impediment to the Local Government performing its obligations under this NHALG.

6.3 Reliance on warranties

Each Party acknowledges that the other Parties have relied on the warranties provided in clauses 6.1 or 6.2 (as the case may be) to enter into this NHALG.

6.4 Acknowledgement regarding legal advice

Each Party acknowledges that it has:

- (a) had the benefit of legal advice in respect of this NHALG and the effect of it on the rights, obligations and liabilities of each of the Parties to it; and
- (b) been provided with an opportunity to consider that advice and all of the provisions of this NHALG before entering into it.

7. Cooperation regarding Aboriginal Sites and proposed Activities

7.1 Early exchange of information — Program of Proposed Works

The Parties acknowledge the importance of an early exchange of information between the Local Government and SWALSC about proposed Activities in the Agreement Area to enable informed decisions to be made. In accordance with this objective:

- (a) wherever practical, the Local Government shall provide SWALSC with a Program of Proposed Works for which Activity Notices are likely to be provided in the foreseeable future; and
- (b) where, as a result of receiving the Program of Proposed Works SWALSC becomes aware of any particular cultural heritage concern arising from a proposal to conduct an Activity (including concerns as to the extent of the proposed Activity and the number of sites that may be affected), SWALSC will use its best endeavours to raise those concerns with the Local Government ~~as soon as practicable~~ within 60 days after receipt of the Program of Proposed Works.

7.2 Due Diligence Guidelines

- (a) The Parties acknowledge the application of the Due Diligence Guidelines as part of the assessment process for considering the impact of any proposed Activity on Aboriginal Heritage; and
- (b) Following the issuing of the Activity Notice if there is any doubt as to the impact of any proposed Activity on Aboriginal Heritage after considering the Due Diligence Guidelines, the Parties may seek the advice and assistance of the Aboriginal Heritage Act Registrar or other relevant officer from DPLH, with respect to the provision of further information if appropriate.

7.3 No breach of Heritage Act

- (a) Nothing in this NHALG purports to authorise any act or omission that would be in breach of the Aboriginal Heritage Act.
- (b) If the Local Government carries out any Activities through contractors, then the Local Government shall ensure that such contractors are made aware of the obligations of the Aboriginal Heritage Act and of this NHALG.

8. The Activity Notice

8.1 Circumstances where no Activity Notice needs to be given

- (a) If the Local Government has reasonable grounds to form the opinion that no Survey is required (taking into account the matters referred to in clause 8.1(b) and the Due Diligence Guidelines), the Local Government may elect not to issue an Activity Notice in respect of a proposed Activity Program.
- (b) The Local Government does not have to issue an Activity Notice where the Activities proposed to be conducted consist entirely of:
 - (i) Minimal Impact Activities; or
 - (ii) Low Ground Disturbance Activities of a class that SWALSC has notified in writing to the Local Government need not be the subject of an Activity Notice.
- (c) If the Local Government has any doubt, including because of consideration of the Due Diligence Guidelines, as to whether clauses 8.1(a) and 8.1(b) operate to exempt the Local Government from issuing an Activity Notice, then the Local Government shall issue the Activity Notice in any event.

8.2 Giving the Activity Notice

- (a) Except where clause 8.1(a) or (b) applies, if the Local Government intends to undertake an Activity in the Agreement Area, it shall issue a notice in writing to SWALSC in accordance with this clause 8.2 (Activity Notice).
- (b) The main purposes of an Activity Notice are:

- (i) to provide adequate information to assist SWALSC to make an assessment as to whether a Survey is required and if so, whether a Site Identification Survey or a Site Avoidance Survey; and
 - (ii) if a Survey is required, to provide information relevant to the conduct of that Survey.
- (c) The Activity Notice
- shall contain:
- (i) the basic information specified in part 1.1 of Schedule 4; and
 - (ii) the key statements and nominations specified in part 1.2 and the detailed contents specified in part 1.3 of Schedule 4; and may also contain:
 - (iii) the additional contents specified in part 2 of Schedule 4.
- (d) If the Local Government omits to specify or nominate, in an Activity Notice, any of the particular items referred to in parts 1.2 and 1.3 of Schedule 4, then the default provisions provided in part 3 of Schedule 4 shall apply.
- (e) The Parties acknowledge that the Local Government may require compliance with the DPLH Guidelines where the Local Government envisages that it may wish to file an Aboriginal Heritage Act Section 18 Application or Aboriginal Heritage Act Section 16 Application.
- (f) SWALSC acknowledges that the inclusion in an Activity Notice of the matters described in parts 1.2(c) to (f) of Schedule 4 does not prejudice any statement by the Local Government that it considers that no Survey is required.
- (g) To avoid doubt, the Local Government may modify any aspect of the Activity Notice up to the time of receiving the Activity Notice Response. Proposed modifications to the Activity Notice after receipt of the Activity Notice Response shall be discussed between the Parties but, acting reasonably, SWALSC shall have the right to request a fresh Activity Notice instead of dealing with the proposed modified Activity Notice. If a fresh Activity Notice is issued the time limits in clause 16.1(a) shall apply as if that were a new Activity Notice. The Local Government may also request any of the items referred to in part 1.2(f) of Schedule 4 at any later time, in accordance with clause 12.2.

8.3 Considering the Activity Notice and deciding whether a Survey is required

- (a) SWALSC will consider the Activity Notice and shall, within 15 Business Days after receipt of such Activity Notice or modified Activity Notice, notify the Local Government in writing as to whether SWALSC considers that a Survey

is required (**Activity Notice Response**). In coming to its decision SWALSC shall take into account:

- (i) the extent to which the Activity Program described in the Activity Notice consists of Low Ground Disturbance Activities; and
 - (ii) the extent to which the land and waters the subject of the Activity Notice have been the subject of a previous Aboriginal Heritage Survey. In considering this factor, SWALSC will consider whether it is clear from the reported results of the previous Aboriginal Heritage Survey that the Activities disclosed in the Activity Notice can be carried out without damaging Aboriginal Heritage; and
 - (iii) any relevant previous decisions by SWALSC under clause 8.3(b); and
 - (iv) any other matter SWALSC reasonably considers relevant, including if appropriate a visit to the Agreement Area with representatives from the Local Government and from DPLH.
- (b) The Local Government shall be free to carry out any Activity in the Agreement Area without conducting a Survey where:
- (i) SWALSC so agrees in writing; or
 - (ii) SWALSC waives its right under this NHALG to require a Survey of the proposed Activity; whether in an Activity Notice Response or otherwise.
- (c) Either Party may request additional information from the other at any time to enable discussion and proper consideration of the Activity Notice.
- (d) If in its Activity Notice Response SWALSC indicates that it considers that a Survey is required, then the Activity Notice Response shall set out the following additional information:
- (i) if different to the opinion given by the Local Government in the Activity Notice in accordance with part 1.2(a) of Schedule 4 a statement of the extent to which the Activity Program consists of Low Ground Disturbance Activity, in SWALSC's opinion; and
 - (ii) if different to the nomination by the Local Government in the Activity Notice in accordance with part 1.2(c) Schedule 4, a nomination of SWALSC's proposed Survey Methodology; and
 - (iii) if different to the date or dates nominated by the Local Government in the Activity Notice in accordance with part 1.2(e) of Schedule 4, a nomination of a proposed Survey start date or finish date taking into account the availability of the Aboriginal Heritage Service Provider, if contracted by SWALSC; and
 - (iv) if practicable, and subject to clause 9.5(a), an estimate of costs to conduct the Survey; and

- (v) where consistent with the Local Government Procurement Requirements for direct contracting of SWALSC, an election, or not, by SWALSC as to whether it will:
 - (A) contract the Aboriginal Heritage Service Provider; or
 - (B) perform the functions of the Aboriginal Heritage Service Provider itself and, if so, whether it will need to contract a Principal Aboriginal Heritage Consultant; and
- (vi) where consistent with the Local Government Procurement Requirements for direct contracting of SWALSC, if electing to contract the Aboriginal Heritage Service Provider, a nomination of SWALSC's preferred proposed Aboriginal Heritage Service Providers and (if different to the Aboriginal Heritage Service Provider,) Principal Aboriginal Heritage Consultants; and
- (vii) ~~if SWALSC does not elect either to be the Aboriginal Heritage Service Provider or to contract the Aboriginal Heritage Survey Provider under clause 8.3(d)(v),~~ it will provide the names and contact details of the proposed Aboriginal Consultants for the Survey to the Local Government. If these details are not provided to the Local Government either in the Activity Notice Response or within 10 Business Days after the Survey Agreement Date, the Local Government may contact DPLH for details of persons identified by DPLH who have previously been recorded on the Aboriginal Heritage Register in relation to particular sites in the Survey Area.

8.4 Disagreements following Activity Notice Response

If, following receipt by the Local Government of the Activity Notice Response, the Parties are in disagreement on any matter concerning the conduct of a proposed Survey, the Parties shall then endeavour to agree on all outstanding matters by following the provisions of clause 9. To avoid doubt, until the Parties have consulted under clause 9 during the period of 20 Business Days referred to in clause 9.1(d), no Party is entitled to invoke the dispute resolution provisions of clause 18 in respect of any matter the subject of this clause 8.

9. Survey agreement and planning

9.1 Operation of this clause 9 – Survey Agreement Date

- (a) Subject to clause 9.1(b), the date on which agreement is reached on all matters referred to in clauses 9.2 to 9.7 (inclusive) is the **Survey Agreement Date**.
- (b) If after receipt by the Local Government of the Activity Notice Response under clause 8.3(a) the Parties are in agreement about all matters regarding a proposed Survey, then the date of receipt of the Activity Notice Response shall be deemed to be the Survey Agreement Date referred to in clause

9.1(a).

- (c) The Parties' discussions under this clause 9 shall be conducted reasonably and in good faith.
- (d) The Parties shall ensure that the Survey Agreement Date occurs within 20 Business Days after the date of receipt by the Local Government of the Activity Notice Response (**Survey Agreement Period**).
- (e) If any of the matters referred to in clauses 9.2 to 9.7 (inclusive) cannot be agreed during the Survey Agreement Period, then either Party may serve a notice of Dispute in accordance with clause 18.9(a) on or after the first Business Day after the expiry of the 20 Business Days comprising the Survey Agreement Period referred to in 9.1(d).

9.2 Whether a Survey is required

- (a) The Parties' discussions regarding whether a Survey is required will be guided by the matters in clauses 8.3(a), and 9.2(b).
- (b) The following provisions shall apply to the Parties' discussions about whether a Survey is required.
 - (i) Where no previous Aboriginal Heritage Survey (whether under this NHALG or otherwise) has been undertaken in relation to the area of land and waters the subject of the Activity Notice, there is ~~a non-binding~~no presumption that a Survey is required. ~~unless otherwise agreed or waived in accordance with clause 8.3(b).~~
 - (ii) Where this NHALG does not deal with the particular circumstance as to whether a Survey is required, there is ~~a non-binding~~no presumption that a Survey is required.
 - (iii) Where a previous Aboriginal Heritage Survey (whether conducted under this NHALG or otherwise) has, or if not clear, reasonably appears to have, covered the area the subject of the Activity Notice, there is no presumption either way as to whether a Survey is required. Subject to confidentiality provisions, the ~~Local Government~~each Party must (if it is in their possession or control) provide by way of notice a copy of the written report of the previous Aboriginal Heritage Survey to ~~SWALSC~~the other Party (if such copy has not already been provided ~~with the Activity Notice~~).
 - (iv) Subject to the presumptions in clauses 9.2(b)(i) and 9.2(b)(ii), and the matters described in clause 9.2(b)(iii), in determining whether a Survey is required, the Parties will have regard to the following matters:
 - (A) the nature of the Activities outlined in the Activity Notice; and
 - (B) whether there has been any previous Aboriginal Heritage Survey and the age, methodology, participants, standard and results of that survey; and

- (C) the extent to which the land has been affected by previous ground disturbing activities; and
- (D) whether the Aboriginal Heritage Act Register discloses any Aboriginal Sites on the land the subject of the Activity Notice; and
- (E) any relevant matters relating to Noongar practices, laws and customs; and
- (F) any other relevant matters raised by any of the Parties.

9.3 Agreements regarding Low Ground Disturbance Activity

- (a) The Parties' discussions to confirm the extent of Low Ground Disturbance Activity, and whether a Survey is required in respect of such Activity, will be guided by the definition of Low Ground Disturbance Activity in this NHALG.
- (b) If SWALSC considers that a Survey in respect of any Low Ground Disturbance Activity is required, then SWALSC and the Local Government will each use their reasonable endeavours to address the concerns of SWALSC, by modifying the proposed Low Ground Disturbance Activity to limit the impact it may have on Aboriginal Heritage to the extent necessary to remove the need to conduct a Survey.

9.4 Selection of Survey Methodology

The discussions between SWALSC and the Local Government about Survey Methodology shall be conducted with a view to reaching agreement on a Survey Methodology that is fit for purpose, having regard to SWALSC's concerns for the Survey Area and the Activities proposed by the Local Government.

9.5 Estimate of costs of Survey when SWALSC is contracting

Aboriginal Heritage Service Provider

Where the local government has, or intends to, procure SWALSC ~~has elected~~ to be the Aboriginal Heritage Service Provider or to contract an Aboriginal Heritage Service Provider under 8.3(d)(v), the following provisions apply:

- (a) the Parties acknowledge that it may not always be possible for SWALSC or SWALSC's nominated Aboriginal Heritage Service Provider to provide an accurate cost estimate at the time of providing an Activity Notice Response, and that a cost estimate in many cases may need to be provided, or revised, following resolution of all other matters under this clause 9.
- (b) if an estimate of Survey costs has not been provided earlier, then SWALSC must ensure that by the end of the Survey Agreement Period, the Aboriginal Heritage Service Provider submits a written and itemised estimate of Survey costs to the Local Government for approval by the Local Government (the **Estimated Survey Costs**).

~~(b)~~(c) upon provision of the Estimated Survey Costs to the Local Government, the Local Government may determine whether to proceed with the contract as value for money or may elect to seek alternative quotations for the service.

9.6 Selection of Aboriginal Heritage Service Provider and Principal

Aboriginal Heritage Consultant

- (a) If SWALSC is contracting an Aboriginal Heritage Service Provider, and SWALSC's Activity Notice Response does not identify SWALSC's nominated Aboriginal Heritage Service Provider and (if different to the Aboriginal Heritage Service Provider) the Principal Aboriginal Heritage Consultant, then SWALSC will advise the Local Government of these nominations during the Survey Agreement Period.
- (b) The Parties acknowledge that, if SWALSC is contracting an Aboriginal Heritage Service Provider, the Local Government will not usually have any role in nominating an Aboriginal Heritage Service Provider or a Principal Aboriginal Heritage Consultant (if different), subject however to the rights of the Local Government under clause [s 9.5 in consideration of value of the service, and](#) 16.1(e) in the event of delays.
- (c) If the Local Government or SWALSC has reasonable concerns about the expense, competence or impartiality of the Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant (as the case may be) to be contracted by SWALSC or the Local Government (as the case may be), it may request the other Party to consider another anthropologist, archaeologist or appropriately qualified professional to act as Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant (as the case may be).
- (d) If the Parties cannot reach agreement on the Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant (as the case may be) to be contracted by SWALSC or the Local Government within the Survey Agreement Period, then in addition to and without limiting the Local Government's ~~general~~ rights under clause [s 9.5 and](#) 16.1(e), SWALSC or the Local Government (whichever is the non-contracting party) may nominate an alternative proposed Aboriginal Heritage Service Provider or Principal Aboriginal Heritage Consultant and the other Party shall promptly respond to any such nomination and shall ensure that it does not unreasonably withhold its approval to appointing such nominee as the Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant (as the case may be).

9.7 Estimate of time for Survey commencement or completion

If following the Activity Notice Response and where SWALSC is contracting the Aboriginal Heritage Service Provider the Parties are not in agreement about the date of commencement of fieldwork for the Survey or the date of completion of fieldwork

for the Survey (as the case may be), then during the Survey Agreement Period, the Parties shall agree on such date or dates.

10. Survey Team and commencement of Survey

10.1 Survey team

- (a) As soon as possible after the Survey Agreement Date, and where either SWALSC or the Local Government is contracting the Aboriginal Heritage Service Provider, the Aboriginal Heritage Service Provider, in conjunction with the Principal Aboriginal Heritage Consultant if appointed, after receiving names and contact details of the Aboriginal Consultants from SWALSC or DPLH in accordance with 8.3(d)(vii), [the contracting Party](#) will organise a Survey Team (Survey Team), which shall consist of:
- (i) ~~b~~Between 2 and 8 Aboriginal Consultants, with appropriate experience and authority, as are necessary, in the opinion of the Aboriginal Heritage Service Provider in consultation with SWALSC and agreed to by the Parties, to examine the Survey Area and assist in the Survey; and
 - (ii) if considered necessary by the Aboriginal Heritage Service Provider and agreed to by the Parties, an Aboriginal Heritage Liaison Officer, who will be responsible for Survey logistics and on-ground operations; and
 - (iii) where considered necessary by the Aboriginal Heritage Consultants, SWALSC or the Aboriginal Heritage Service Provider, and agreed to by the Parties, another anthropologist of a specific gender; and
 - (iv) where the Survey being conducted is a Site Identification Survey, or where considered necessary by the Aboriginal Heritage Service Provider and agreed to by the Parties, including during the course of the Survey, an archaeologist.
- (b) Where considered necessary by the Aboriginal Heritage Service Provider and agreed to by SWALSC and the Local Government, more than one archaeologist may be appointed to the Survey Team.
- (c) The number of paid Aboriginal Consultants to be appointed to the Survey Team will not be more than the number specified in clause 10.1(a)(i) unless particular circumstances can be demonstrated to exist including, for example:
- (i) a large number of registered Aboriginal Sites are known to exist within a Survey Area and the number of Aboriginal people who have authority to speak for those Aboriginal Sites and should be consulted about them is greater than 8; and/or
 - (ii) the Survey Area crosses the boundary of the Agreement Area and one or more Related Agreement Areas; ~~and-~~

- in these circumstances the Local Government and SWALSC must agree on the number of additional Aboriginal Consultants for the Survey Team.
- (d) Additional Aboriginal Consultants may accompany the Survey Team but the Local Government will not be liable for additional costs.
- (e) The Local Government may send one or two nominees with appropriate authority on the Survey to assist the Survey Team conducting the Survey with provision of information and requests where required.
- (f) In meeting the requirements of item 10.1(a) the Aboriginal Heritage Service Provider shall:
- (i) to the extent practicable use local Aboriginal Consultants; and
- (ii) shall provide a list of the names and residential postcodes of the proposed Aboriginal Consultants to the local government for its approval.

10.2 Commencement and conduct of Survey

- (a) If SWALSC is contracting the Aboriginal Heritage Service Provider, SWALSC will use its, and must ensure that the Aboriginal Heritage Service Provider and the Principal Aboriginal Heritage Consultant (if different to the Aboriginal Heritage Service Provider) each uses its best endeavours to commence the Survey within the time agreed by the Parties, or in the absence of agreement within 30 Business Days after the Survey Agreement Date unless clauses 11(c) and 18.9 apply, in which case the time for commencement of the Survey will be extended in accordance with the timeframes set out in the relevant clauses if the Dispute is resolved.
- (b) SWALSC and/or the Local Government (depending upon which is contracting the Aboriginal Heritage Service Provider) will ensure that the Survey Team observes and complies with any safety and other procedures and policies implemented from time to time by SWALSC or the Local Government, as the case may be, over the Survey Area. The Local Government will provide SWALSC with details of and explain these procedures and policies in order for SWALSC to provide these details and explain the procedures and policies to the Aboriginal Consultants before the Survey commences. The Party which engages the Survey Team it shall ensure that The Local Government will also provide the members of the Survey Team (and any other attending members of the Agreement Group) are provided with protective clothing and equipment if reasonably necessary in all the circumstances. To the extent that the Local Government has control of the Survey Area, the Local Government shall take such measures as are practicable to ensure that the members of the Survey Team are not exposed to hazards.
- (c) SWALSC acknowledges that the members of the Survey Team are not employees of the Local Government, and that the Local Government is not

~~required to have insurance in place for the protection of Survey Team members.~~ The ~~onus is on the~~ Party contracting the Aboriginal Heritage Service Provider ~~shall~~ ensure that the Aboriginal Heritage Service Provider has insurance in place to adequately cover the Survey Team.

- (d) The Survey Team will as appropriate in the circumstances:
- (i) visit the Survey Area; and
 - (ii) identify any Aboriginal Sites in the Survey Area or, in the case of a Site Avoidance Survey, determine the area to be avoided due to the presence of an Aboriginal Site; and
 - (iii) provide sufficient information to the Aboriginal Heritage Service Provider, or any other heritage consultant accompanying the Survey Team, to enable them to:
 - (A) record the external boundaries of all Aboriginal Sites or, in the case of a Site Avoidance Survey, the area to be avoided due to the presence of an Aboriginal Site, using a GPS; and
 - (B) record relevant Aboriginal Site information or, in the case of a Site Avoidance Survey, the area to be avoided, on a Heritage Information Submission Form; and
 - (C) mark the external boundaries of identified Aboriginal Sites or, in the case of a Site Avoidance Survey, the external boundaries of the area to be avoided due to the presence of an Aboriginal Site, on a map; and
 - (D) make recommendations for the protection and management of any Aboriginal Site identified by the Survey Team; and
 - (E) generally, prepare a Survey Report that complies with the requirements of clause 12.
- (e) When in the field, and in response to Aboriginal Heritage concerns raised by the Aboriginal Consultants, the representatives of the Local Government nominated under clause 10.1(e):
- (i) shall withdraw from discussion and inspections in order to ensure the confidentiality of Sensitive Heritage Information or other information pertaining to Aboriginal Sites; and
 - (ii) may make modifications to the Activity Program and the Survey Team will then proceed to assess the Aboriginal Heritage significance of the modified Activity Program in accordance with the applicable Survey Methodology.

11. Payment for Surveys when SWALSC is contracting the Aboriginal Heritage Service Provider

Where SWALSC has elected to contract an Aboriginal Heritage Service Provider or to perform the functions of the Aboriginal Heritage Service Provider under clause 8.3(d)(v), the following provisions apply:

- (a) The Local Government shall pay the costs and expenses of the Survey at the rates set out in Schedule 5.
- (b) The Local Government agrees to pay ~~30~~40% of the approved Estimated Survey Costs, subject to provision of an invoice, to SWALSC:
 - (i) within 10 Business Days before the commencement of the Survey, or
 - (ii) within 10 Business Days after the approval of the Estimated Survey Costs under clause 9.5(b), whichever is the earlier (the Relevant Period);

and the balance within 30 days after the final Survey Report has been provided to the local government, subject to provision of an invoice.
- (c) If the Local Government, having been provided with an invoice, fails to pay the Estimated Survey Costs within the Relevant Period, SWALSC may serve a notice of Dispute in accordance with clause 18.9(a) on or after the first Business Day following the end of the Relevant Period.
- (d) The monies constituting the Estimated Survey Costs must be:
 - (i) held by SWALSC in an account established specifically for survey costs at a bank and must be kept separate from all other bank accounts of, or monies received or held by, SWALSC; and
 - (ii) used only for the payment of the Estimated Survey Costs and any repayment to the Local Government under clause 11(e) or 11(g).
- (e) If the Survey is cancelled by the Local Government before it is completed, the part of the Estimated Survey Costs that has been expended and any of the disbursements that have been paid and cannot be recovered will be forfeited and the balance will be refunded to the Local Government.
- (f) SWALSC must provide a tax invoice of the Survey costs to the Local Government that reconciles the Estimated Survey Costs with the costs incurred. This tax invoice must be accompanied by all relevant receipts and invoices, and any other relevant supporting documentation, and must be certified as correct by the chief executive officer of SWALSC or their delegate.

- (g) If the costs incurred are less than the Estimated Survey Costs, SWALSC shall refund the balance of the monies paid in accordance with clause 11(b) to the Local Government.
- (h) If the costs incurred exceed the Estimated Survey Costs by 5% or less, the Local Government shall pay the additional amount to SWALSC within 20 Business Days of receiving a tax invoice (accompanied by all relevant receipts and invoices and any other relevant supporting documentation) that must be certified as correct by the chief executive officer of SWALSC or their delegate. The Local Government shall not be liable to pay SWALSC for any Survey costs exceeding this capped amount, except in accordance with clause 11(i).
- (i) If the Local Government receives notification of revised costs from SWALSC under clause 12.2(b), the Local Government will pay 100% of any additional costs to SWALSC within ~~30~~ 40 Business Days of ~~the their approval by the Local Government~~ work having been completed, subject to provision of an invoice. Once paid, these monies will be added to the Estimated Survey Costs and dealt with in accordance with (c) – (h) above.

12. Survey Report

12.1 Timing of Preliminary Advice and Survey Report

After the last day of fieldwork for a Survey (**Last Fieldwork Day**) if either the Local Government or SWALSC is contracting the Aboriginal Heritage Service Provider, the Local Government or SWALSC, as the case may be, will ensure that Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant provides the Parties with:

- (a) Preliminary Advice (if requested by the Local Government in the Activity Notice or at any other time under clause 12.2), as soon as reasonably practicable, and in any event to SWALSC within 5 Business Days after the Last Fieldwork Day and, after taking into account any comments from SWALSC, to the Local Government within 12 Business Days after the Last Fieldwork Day;
- (b) a draft Survey Report (if requested by the Local Government in the Activity Notice or at any other time under clause 12.2), as soon as reasonably practicable, and in any event to SWALSC within 15 Business Days after the Last Fieldwork Day, to enable SWALSC to comment on it; and after taking into account any comments from SWALSC, to the Local Government within 25 Business Days after the Last Fieldwork Day;
- (c) a final Survey Report, taking into account any comments from the Local Government about any identified technical, factual or typographical errors or any issues of non-compliance with the guidelines in part 1, part 2 and/or part 3 of Schedule 6, within 35 Business Days after the Last Fieldwork Day.

12.2 Requests for reports and compliance with DPLH Guidelines at any time

- (a) Notwithstanding the relevant nominations by the Local Government in the Activity Notice under:
- (i) part 1.2(f)(i) and (ii) of Schedule 4 the Local Government may by notice in writing at any time ask that SWALSC (if contracting the Aboriginal Heritage Service Provider) request the Aboriginal Heritage Service Provider to provide a Preliminary Advice or draft Survey Report.
 - (ii) part 1.2(f)(iii) of Schedule 4, the Local Government may by notice in writing at any time advise SWALSC that it has become aware that an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application may need to be made and ask that SWALSC (if contracting the Aboriginal Heritage Service Provider) request the Aboriginal Heritage Service Provider to comply with the DPLH Guidelines when preparing the Survey Report. The Parties shall discuss any changes required to matters previously agreed under clause 9 and clause 10, to enable the Aboriginal Heritage Service Provider to comply with the DPLH Guidelines when preparing the Survey Report. If the Parties cannot agree on any changes required, then either Party may serve a notice of Dispute in accordance with clause 18.9(a) 5 Business Days after receiving the notice in writing.
 - (iii) part 1.2(f)(iii) of Schedule 4, if the party contracting the Aboriginal Heritage Service Provider is notified by the Aboriginal Heritage Service Provider that they have become aware that an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application may need to be made, the contracting Party shall by notice in writing advise the other Party, and the Parties shall discuss any changes required to matters previously agreed under clause 9 and clause 10, to enable the Aboriginal Heritage Service Provider to comply with the DPLH Guidelines when preparing the Survey Report. If the Parties cannot agree on any changes required, then either Party may serve a notice of Dispute in accordance with clause 18.9(a) up to five Business Days after receiving the notice in writing.
- (b) The Local Government acknowledges that a notification under clause 12.2(a)(i) – (iii), may impact on the times and costs for the Survey, and, if SWALSC is contracting the Aboriginal Heritage Service Provider, SWALSC shall ensure that any revised times and costs (together with supporting documentation) are notified promptly to the Local Government. If the Local Government does not agree with the revised time and costs, then it may serve a notice of Dispute in accordance with clause 18.9(a) up to five Business Days after receiving the revised times and costs.

12.3 Preliminary Advice

- (a) The Preliminary Advice should provide sufficient information (without disclosing any Sensitive Heritage Information) to allow the Local Government to know whether to proceed or not with any Activities, with or without conditions.
- (b) Upon receipt by the Local Government of the Preliminary Advice, and subject to any reasonable recommendations in the Preliminary Advice, the Local Government may commence the Activities described in the relevant Activity Program (except any Activities indicated in the Preliminary Advice as potentially resulting in a breach of the Aboriginal Heritage Act).

12.4 Contents of Survey Report

The Party contracting the Aboriginal Heritage Service Provider must ensure the following:

- (a) that the Aboriginal Heritage Service Provider or Principal Aboriginal Heritage Consultant will, in consultation with the Survey Team, prepare a Survey Report in accordance with the guidelines:
 - (i) in part 1 and part 2 of Schedule 6, where the Survey being conducted is a Site Avoidance Survey; or
 - (ii) in part 1 and part 3 of Schedule 6, where the Survey is a Site Identification Survey.
- (b) where the Local Government has requested in writing (whether in the Activity Notice or at any other time allowable under clause 12.2) that the Survey Report complies with the DPLH Guidelines and the Local Government envisages that it may wish to file an Aboriginal Heritage Act Section 18 Application or Aboriginal Heritage Act Section 16 Application, that the Aboriginal Heritage Service Provider or Principal Aboriginal Heritage Consultant includes sufficient information in the Survey Report to assist:
 - (i) the ACMC in considering an Aboriginal Heritage Act Section 18 Application; or
 - (ii) the Aboriginal Heritage Act Registrar in considering an Aboriginal Heritage Act Section 16 Application.
- (c) that in addition to the matters described in Schedule 6, the Survey Report:
 - (i) describes which aspects (if any) of the Activity Program described in an Activity Notice, if carried out, would be likely to result in a breach of the Aboriginal Heritage Act;
 - (ii) records sufficient information to enable the Local Government to plan and, subject to the law and this NHALG to comply with the Aboriginal Heritage Act in the course of undertaking the things that are the subject of the Activity Notice; and

(iii) complies with the DPLH Guidelines.

12.5 Provision of Aboriginal Heritage Information to DPLH

Following the preparation of the Survey Report:

- (a) if SWALSC is the Aboriginal Heritage Service Provider it must provide: or
- (b) if SWALSC is not the Aboriginal Heritage Service Provider the Party contracting the Aboriginal Heritage Service Provider must ensure that the Aboriginal Heritage Service Provider provides, ~~the~~ [the](#) following information to the Aboriginal Heritage Act

Registrar:

- (c) a copy of the Survey Report; and
- (d) if Aboriginal Sites have been identified during the Survey, a Heritage Information Submission Form (as attached at Schedule 7, or as amended from time to time) with respect to each site.

12.6 Provision of Survey Information to DPLH

- (a) If the Local Government contracted the Aboriginal Heritage Service Provider, the Local Government ~~may, subject to commercial in confidence must~~, within 15 Business Days after the preparation of the Survey Report, provide to SWALSC, in writing, the details required by items 24 and 25 of Schedule 8.
- (b) Subject to clause 12.6(a), following the preparation of the Survey Report SWALSC must ensure that the information set out in Schedule 8 is provided to the Aboriginal Heritage Act Registrar.

12.7 Reliance on Survey Report

The Parties each acknowledge that they may rely upon the contents of a Survey Report.

13. Intellectual property [and copyright](#)

13.1 Intellectual property [assignment and copyright](#) of the Local Government ~~to be assigned to SWALSC~~

If the Local Government is contracting the Aboriginal Heritage Service Provider, the Local Government ~~assigns-owns~~ all intellectual property rights [and copyright it holds](#) in the Survey Report ~~to SWALSC~~ upon its creation. [SWALSC may offer to purchase the local government intellectual property and the local government may agree to sell the intellectual property to SWALSC, subject to agreed terms and price.](#)

13.2 Licence to use Survey Report

Subject to clause 19, ~~the local government~~ ~~SWALSC shall may~~ grant to ~~SWALSC the Local Government~~ an irrevocable, transferable, non exclusive, royalty-free licence to use any Survey Report, ~~subject to agreed remuneration to the local government,~~ for the purposes of ~~SWALSC the Local Government~~:

- (a) conducting its ~~cultural practices relevant to the identified Aboriginal site in the Survey Report~~ ~~Activities as set out in the Activity Notice~~; or
- (b) ~~registering the identified Aboriginal site in the Survey Report~~ ~~seeking any necessary or desirable statutory approvals relevant to its Activities including under the Aboriginal Heritage Act~~; or
- (c) enforcing, defending or establishing its rights, including through court proceedings, and complying with its obligations, under this NHALG or any relevant statutory approvals.

14. Effect of NHALG on other Aboriginal Heritage Agreements

If the Local Government:

- (a) has entered into one or more Aboriginal Heritage Agreements (other than this NHALG) prior to the Effective Date (including ones entered into prior to the ILUA, and which is or are specified in item 5 of Schedule 2; and
- (b) the pre-existing Aboriginal Heritage Agreement applies to an Activity to which this NHALG relates,

then the provisions of this NHALG shall prevail over the provisions of any such preexisting Aboriginal Heritage Agreement unless otherwise provided in item 6 of Schedule 2.

15. Local Government must consult about Aboriginal Heritage Act applications

- (a) The Local Government shall not lodge an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application in respect of any area within the Agreement Area without first giving SWALSC at least 30 Business Days' notice of its intention to do so, ~~unless it determines this to be reasonably impracticable.~~
- ~~(b)~~ The Local Government must consult, including by making reasonable efforts to meet with SWALSC, about any proposal that is the subject of such an Aboriginal Heritage Act Section 16 Application or Aboriginal Heritage Act Section 18 Application, ~~unless it determines this to be reasonably impracticable.~~
- ~~(b)~~ ~~Prior to the ACMC considering the Aboriginal Heritage Act Section 18 Application or the Aboriginal Heritage Act Registrar considering the~~

~~Aboriginal Heritage Act Section 16 Application, as the case may be, the Local Government must give reasonable notice to the ACGM (or the (c) Aboriginal Heritage Act Registrar as the case may be) and to the Aboriginal Heritage Service Provider of the detail of the consultation that has taken place. SWALSC must:~~

~~(i) acknowledge receipt of the Local Government's notice of intention in clause 15(a); and~~

~~(i) respond to the Local Government within 30 days in respect to clauses 15(a) and 15(b).~~

~~(e)(d)~~ Subject to clause 15(a), nothing in this NHALG prevents the Local Government lodging an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application.

16. Time limits

16.1 Time for compliance and consequences of non-compliance

- (a) The Parties, as applicable, must each meet the time limits imposed under the following provisions of this NHALG:
- (ii) the receipt by the Local Government of an Activity Notice Response (clause 8.3(a)); and
 - (iii) subject to clauses 9.1(e) and 18.9, the reaching of the Survey Agreement Date within the Survey Agreement Period (clause 9.1(d)); and
 - (iv) the commencement of fieldwork for a Survey (clause 10.2(a)) and the agreed date (if any) for completion of the fieldwork for a Survey (clauses 8.3(d)(iii)) or 9.7; and
 - (iv) the receipt by the Local Government of the Preliminary Advice following completion of a Survey (clause 12.1(a)); and
 - (v) the receipt by SWALSC and by the Local Government of the draft Survey Report (clause 12.1(b));
 - (vi) the receipt by the Local Government of the final Survey Report (clause 12.1(c)).
- (b) The time limits on the steps referred to in clause 16.1(a) may be extended by agreement in writing between the Parties. Any such agreed extension will apply only to a single Activity Program, unless expressly agreed otherwise in the written agreement under this clause.
- (c) To avoid doubt, any failure to comply with the time limits for the steps described in clause 16.1(a) does not give a Party a right to terminate this NHALG, but failure to comply with those time limits has the consequences described in the following provisions of this clause 16.1.

- (d) If SWALSC does not meet, or, if SWALSC is contracting the Aboriginal Heritage Service Provider, [and](#) fails to ensure that the Aboriginal Heritage Service Provider meets, any applicable time limits on the steps listed in clause 16.1(a), then the Local Government may provide a written notice to SWALSC, with such a notice to nominate a date by which the non-compliance with the time limits must be rectified. The date nominated by the Local Government must allow a reasonable period, in all the circumstances, for rectification of the non-compliance with the time limits, and in any event the date must not be less than 10 Business Days after the date on which the notice of non-compliance is sent.
- (e) If SWALSC fails to comply with a notice sent by the Local Government under clause 16.1(d), then the Local Government may notify SWALSC that the Local Government is no longer bound by clauses 9 to 12 inclusive of this NHALG in respect of the relevant Activity Program with effect from the date on which SWALSC receives the latter notice. The Local Government may then at its election:
- (i) decide not to proceed with the relevant Activity Program; or
 - (ii) after seeking the advice and assistance of the Aboriginal Heritage Act Registrar or other relevant officer from DPLH if appropriate, make alternative arrangements for the carrying out of Aboriginal Heritage Surveys, including appointing an independent anthropologist or archaeologist, or other appropriately qualified professional, to conduct such surveys.
- (f) If the Parties to a Dispute referred to mediation under clause 18.9 fail to resolve that Dispute, then the Local Government may notify SWALSC that the Local Government is no longer bound by clauses 9 to 12 inclusive of this NHALG in respect of the relevant Activity Program with effect from the date on which SWALSC receives the latter notice. The Local Government may then at its election:
- (i) decide not to proceed with the relevant Activity Program; or
 - (ii) after seeking the advice and assistance of the Aboriginal Heritage Act Registrar or other relevant officer from DPLH if appropriate, make alternative arrangements for the carrying out of Aboriginal Heritage Surveys, including appointing an independent anthropologist or archaeologist, or other appropriately qualified professional, to conduct such surveys.
- (g) In the circumstances described in clauses 16.1(e) and (f), where the Local Government makes arrangements for an Aboriginal Heritage Survey to be conducted by an independent anthropologist, archaeologist or other professional, then:
- (i) the Local Government shall inform SWALSC of the alternative arrangements made (including any advice and assistance obtained from DPLH); and

- (ii) SWALSC shall not have any claim against the Local Government arising from the making of those alternative arrangements.
- (h) To avoid doubt:
 - (i) the effect of this clause 16.1 is not limited by any dispute resolution processes under clause 18 of this NHALG other than those set out in clause 18.9, and in particular the time limits on the steps referred to in clause 16.1 continue to apply where a dispute resolution process is commenced under clause 18.1; and
 - (ii) the dispute resolution provisions in clause 18 of this NHALG do not apply to any decision by the Local Government to issue a notice of noncompliance under clause 16.1(d). However, the Local Government may elect, by notice in writing to SWALSC, to allow use of the dispute resolution provisions in clause 18.
- (i) The Local Government will act reasonably in asserting its rights under this clause 16.1.

16.2 Justifiable delay

- (a) Delay caused by any event of Force Majeure or Aboriginal Cultural Business notified under clause 24 will be excluded from the time limits referred to in clause 16.1.
- (b) A Party asserting the existence of a delay to which clause 16.2(a) applies must advise the other Party of that delay and take reasonable steps to mitigate that delay.

17. Default and enforcement

17.1 Interpretation

- (a) In this clause 17 a reference to a Party means a party to the default or dispute.
- (b) An **Event of Default** occurs where a Party: (i) breaches an obligation under this NHALG; or (ii) commits an Insolvency Event.

17.2 Default

- (a) If a Party (the **Defaulting Party**) commits an Event of Default, the other Party (the **Non-defaulting Party**) may serve a notice (**Default Notice**) on the Defaulting Party specifying the Event of Default and, on receiving the Default Notice, the Defaulting Party must remedy the Event of Default within 5 Business Days after receiving the Default Notice.

- (b) If the Event of Default is of the kind described in clause 17.1(b)(ii) and applies to SWALSC, then SWALSC shall as soon as possible notify the Local Government:
 - (i) that the Event of Default has occurred; and
 - (ii) of the appointment of any administrator, receiver or manager to manage the affairs of SWALSC; and
 - (iii) when the relevant Event of Default ceases to exist.
- (c) If the Event of Default is of the kind described in clause 17.1(b)(ii) and applies to the Local Government, then the Local Government shall as soon as possible notify SWALSC:
 - (i) that the Event of Default has occurred; and
 - (ii) of the appointment of any administrator, receiver or manager to manage the affairs of the Local Government; and
 - (iii) when the relevant Event of Default ceases to exist.
- (d) Where the Event of Default results in a court order to wind up either Party, this NHALG shall by force of this clause terminate with effect from the date of the court order.
- (e) The Non-defaulting Party may, by notice in writing to the Defaulting Party, suspend the performance of its obligations and the Defaulting Party's rights under this NHALG until either clause 17.2(a) is complied with or the Event of Default no longer exists, as applicable.
- (f) Any remedy exercised under this clause 17 is without prejudice to any other rights a Party may have under this NHALG or otherwise at law (including the right to seek interlocutory relief and specific performance).

18. Dispute resolution

18.1 No arbitration or court proceedings

- (a) Subject to clause 18.1(b) and 18.9, if a dispute arises under this NHALG including a dispute in respect of this clause 18.1 (Dispute), a Party must comply with clauses 18.2 to 18.4 before commencing arbitration or court proceedings (except proceedings for urgent interlocutory relief).
- (b) The provisions of this clause 18 are subject to clause 8.4.

18.2 Notification

A Party claiming a Dispute has arisen must give the other Parties to the Dispute notice setting out details of the Dispute.

18.3 Parties to resolve Dispute

During the 20 Business Days after a notice is given under clause 18.2 (or longer period if the Parties to the Dispute agree in writing), each Party to the Dispute must use its reasonable endeavours to resolve the Dispute. If the Parties cannot resolve the Dispute within that period, any Party to the Dispute may request that the Dispute be referred to a mediator and, if a Party so requests, the Dispute must be referred to mediation in accordance with clause 18.4.

18.4 Mediation

- (a) If the Parties to the Dispute cannot agree on a mediator within 10 Business Days after a request under clause 18.3, the chair of the Resolution Institute will appoint a mediator at the request of either Party.
- (b) The role of the mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a Party to the Dispute except if the Party agrees in advance in writing.
- (c) Any information or documents disclosed by a Party under this clause 18:
 - (i) must be kept confidential; and
 - (ii) may only be used to attempt to resolve the Dispute.
- (d) Each Party to a Dispute must pay its own costs of complying with this clause 18.4. The Parties to the Dispute must equally pay the costs of any mediator.
- (e) The Parties will engage in the mediation process in good faith and with the aim of reaching a resolution of the Dispute. If the Parties fail to achieve a resolution of the Dispute by mediation within 20 Business Days of the appointment of a mediator under this clause, or such further time as is agreed by the Parties, any Party may take such action as it considers appropriate, including (subject to clause 18.6) referring the matter to arbitration or commencing legal proceedings.

18.5 Arbitration

- (a) If the Parties to a Dispute have complied with clauses 18.2 to 18.4 then the Dispute may be referred to arbitration by either Party under the *Commercial Arbitration Act 2012 (WA)*.
- (b) The arbitration will be held within the Agreement Area or any other place agreed by the Parties.
- (c) The Parties shall appoint a person agreed between them to be the arbitrator of the Dispute.
- (d) If the Parties fail to agree on a person to be the arbitrator under clause 18.5(c), then the Parties shall request the President of the Law Society of Western Australia to appoint an arbitrator who has experience in the area of the Dispute and in Indigenous cultural matters.

- (e) Any Party to a Dispute may appeal to the Supreme Court of Western Australia on any question of law arising out of an interim or final award in the arbitration.

18.6 Breach of this clause

If a Party to a Dispute breaches clauses 18.1 to 18.4, the other Parties to the Dispute do not have to comply with those clauses in relation to the Dispute before starting court proceedings.

18.7 Obligations continue

Subject to clause 18.8, if a Dispute is referred for mediation or arbitration under any part of this clause 18 or court proceedings are started in respect of it, the Parties must, during the period of such mediation, arbitration or litigation and pending the making of a decision, determination or judgment as the case may be, continue to perform their respective obligations under this NHALG so far as circumstances will allow and such performance will be without prejudice to the final decision, determination or judgment made in respect of the matter in dispute.

18.8 Extension of time

Without prejudice to the power of a mediator, arbitrator or court to grant any extension of any period or variation of any date referred to in this NHALG, in order to preserve the rights of a Party to a Dispute, the Parties to the Dispute will consult with each other and use all reasonable endeavours to agree such extension or variation so required.

18.9 Dispute in relation to clauses 9, 11(b) or 12.2(a)(ii) and (iii)

- (a) A Party claiming a Dispute has arisen in relation to any matter to be agreed under clauses 9, 11(b), or 12.2(a)(ii) and (iii) must give the other Parties to the Dispute notice setting out details of the Dispute, and at the same time as the notice is served upon the other Parties must request the chair of the Resolution Institute to appoint a mediator within 5 Business Days.
- (b) The role of the mediator with respect to a Dispute arising in relation to any matter to be agreed under clauses 9, 11(b), or clause 12.2(a)(ii) and (iii), is to assist in negotiating a resolution of the Dispute. A mediator cannot make a binding decision on a Party to the Dispute except if the Party agrees in advance in writing.
- (c) Any information or documents disclosed by a Party under this clause 18.9:
 - (i) must be kept confidential; and
 - (ii) may only be used to attempt to resolve the Dispute.
- (d) Each Party to a Dispute must pay its own costs of complying with this clause 18.9. The Parties to the Dispute must equally pay the costs of any mediator.

- (e) The Parties will engage in the mediation process in good faith and with the aim of reaching a resolution of the Dispute. To the extent possible, all issues identified under clauses 9, 11(b), and 12.2(a)(ii) and (iii) should be dealt with and resolved in the one mediation.
- (f) If the Parties fail to achieve a resolution of the Dispute by mediation within 15 Business Days of the appointment of a mediator under this clause, or such further time as is agreed by the Parties, the provisions of clause 16.1(f) – (g) will apply.

19. Confidentiality

19.1 Confidential information for consideration

Each Party agrees that the following information disclosed by one Party (**Disclosing Party**) to another Party (**Receiving Party**) is confidential (**Confidential Information**) and may not be disclosed except in accordance with clause 19.2:

- (a) information disclosed during the course of a Survey and the contents of any Survey Report provided under this NHALG, including any Sensitive Heritage Information; and
- (b) information given by the Local Government to SWALSC in respect of the Activities of the Local Government where the Local Government advises SWALSC that the relevant information is confidential; and
- (c) any other information disclosed by one Party to another under this NHALG which is identified by the Disclosing Party as confidential,

but not including information:

- (d) the Receiving Party, prior to disclosure, already knew or created (whether alone or jointly with any third person) independently of the Disclosing Party; or
- (e) that is public knowledge (otherwise than as a result of a breach of confidentiality by the Receiving Party or any of its permitted disclosees).

19.2 Permitted disclosure

- (a) Subject to clauses 19.2(b) and 19.2(c), a Receiving Party may disclose Confidential Information:
 - (i) if it has the prior consent of the Party which provided the information;
 - (ii) to the extent required by any law or applicable securities regulation or rule;
 - (iii) to the extent that the information is reasonably necessary for any processes or applications or related to any statutory approvals;

- (iv) in connection with any dispute or litigation concerning this NHALG or its subject matter;
 - (v) to the Receiving Party's members, officers, employees, agents, auditors, advisers, financiers, consultants, contractors, joint venturers, partners and related bodies corporate, or an Aboriginal Heritage Service Provider or Principal Aboriginal Heritage Consultant appointed under this NHALG;
 - (vi) where the Receiving Party is the Local Government, to a bona fide proposed assignee of the Local Government's rights or obligations under this NHALG;
 - (vii) where the disclosure is for the purpose of managing or planning any existing, planned or potential Activity;
 - (viii) to a proposed Regional Corporation assignee of SWALSC's rights, title and interests under this NHALG;
 - (ix) in accordance with clauses 12.5 and 12.6;
 - (x) where disclosure is required by the Local Government to any judicial, legislative or executive arm of the Government of Western Australia or of the Commonwealth of Australia; and
 - (xi) as otherwise permitted or required by the terms of this NHALG.
- (b) To avoid doubt, where the Confidential Information is contained in a Survey Report, then the Local Government may disclose that Confidential Information to the DPLH and ACMC, including for the purposes of the Local Government:
- (i) making an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application;
 - (ii) providing a copy of each Survey Report to the DPLH for DPLH's collection of Aboriginal Heritage Survey reports; and
 - (iii) seeking any necessary or desirable statutory approvals or enforcing, defending or establishing its rights, including through court proceedings, under this NHALG or any relevant statutory approvals, including under the Aboriginal Heritage Act.
- (c) To avoid doubt, except for the circumstances described in clause 19.2(b), disclosure of Sensitive Heritage Information may only occur if SWALSC consents to the form and content of the disclosure or the disclosure is required by any law or applicable securities regulation or rule.
- (d) SWALSC must inform the Local Government of any information contained in a Survey Report, which comprises Sensitive Heritage Information.

19.3 Disclosure requirements

Before making any disclosure to a person under clause 19.2, the Receiving Party must:

- (a) in each case, inform the entity or person to whom the Confidential Information is being disclosed of the Receiving Party's obligations under this NHALG;
- (b) at least 10 Business Days before any disclosure, notify the Disclosing Party of its intention to disclose the Confidential Information and give the Disclosing Party a reasonable opportunity to take any steps that that Party considers necessary to protect the confidentiality of that information; and
- (c) in the case of a disclosure to a person or entity under clauses 19.2(a)(v), 19.2(a)(vi), 19.2(a)(vii), or 19.2(a)(viii), but with the exception of employees or officers of a Receiving Party, procure that the person or entity executes a deed with the Disclosing Party in such form acceptable to the Disclosing Party (acting reasonably) imposing on the person or entity an undertaking of confidentiality having substantially similar effect as this clause 19.

20. Assignment

20.1 Generally

Neither SWALSC nor the Local Government may assign, transfer, novate or otherwise dispose of its rights, title, obligations or interests under this NHALG except in accordance with this NHALG.

20.2 Assignment or Novation by Local Government

- (a) The Local Government may from time to time assign or transfer all or part of its rights, title, and interests under this NHALG to any person (whether by farm out, joint venture, sale or otherwise) where the Local Government is assigning all or part of its interest in the tenure in the Agreement Area to which this NHALG applies.
- (b) Before such assignment or novation, the Local Government must:
 - (i) give SWALSC at least 20 Business Days' notice prior to the proposed assignment or novation;
 - (ii) provide a draft of the proposed deed of assignment or novation for SWALSC's approval, which approval must not be unreasonably withheld, and the Local Government must ~~take into account~~consider any reasonable amendments put forward by SWALSC;
 - (iii) within 20 Business Days after receiving SWALSC's approval to the terms of the draft deed of assignment or novation provide to SWALSC either:

- (A) the deed of assignment in the form approved by SWALSC executed by the outgoing Local Government and the incoming Local Government in favour of SWALSC by which the assignee agrees to be bound, alone or jointly with the Local Government, by the provisions of this NHALG and to assume, observe and perform (alone or jointly with the Local Government) the rights and obligations of the Local Government under this NHALG to the extent of the rights, title and interest assigned in accordance with clause 20.2(a); or
 - (B) the deed of novation in the form approved by SWALSC executed by the outgoing Local Government and the incoming Local Government in which the incoming Local Government agrees to obtain the rights and obligations of the Local Government under this NHALG, the incoming Local Government being bound by this NHALG and the outgoing Local Government being released from its obligations under this NHALG to the extent of the rights, title and interest transferred in accordance with clause 20.2(a); and
- (c) SWALSC will then execute the deed of assignment or the deed of novation as the case may be and return copies of the fully executed deed to both the outgoing Local Government and the incoming Local Government.

20.3 Assignment by SWALSC

- (a) SWALSC must assign its rights (including intellectual property rights assigned to SWALSC pursuant to clause 13.1), title and interests under this NHALG to a Regional Corporation if:
 - (i) a Regional corporation is appointed by the Noongar Boodja Trustee as the Regional Corporation for land and waters including the land and waters within the Agreement Area; and
 - (ii) the Regional Corporation agrees to enter into a deed, in a form acceptable to the Local Government (each acting reasonably), by which it agrees to be bound by this NHALG and to assume all of SWALSC's obligations under this NHALG, and provides a copy of that deed to the Local Government.
- (b) If the requirements of clause 20.3(a)(i) and (ii) are satisfied, SWALSC must do all other things necessary to give effect to the assumption by the Regional Corporation of the obligations under this NHALG.

20.4 Effect of Assignment or Novation

- (a) Once an assignment or novation by a Local Government of all or any part of its rights, title and interests under this NHALG has occurred under clause 20.2, then the assigning or outgoing Local Government will be deemed to have been released to the extent of the assignment or transfer from all

claims and liabilities arising under or in respect of this NHALG arising after the effective date of the assignment or novation, but without affecting any claim or liability arising prior to such date.

- (b) Once an assignment of this NHALG has occurred under clause 20.3, SWALSC will be deemed to have been released, to the extent of the assignment from all claims and liabilities arising under or in respect of this NHALG arising after the effective date of the assignment, but without affecting any claim or liability arising prior to such date.
- (c) Unless otherwise agreed by the Parties in writing or required by law, an assignment under this clause 20 shall not affect the operation of this NHALG.

20.5 No encumbrance

- (a) Except as permitted by clause 20.5(b), no Party may grant an encumbrance, mortgage or charge in respect of the whole or any part of its rights, title and interests under this NHALG.
- (b) The Local Government may with the prior written consent of SWALSC grant an encumbrance, mortgage or charge in respect of the whole or any part of its rights, title and interests under this NHALG provided that clause 20.2 shall apply with necessary changes to any assignment upon enforcement of such encumbrance, mortgage or charge.

21. Notices

Any notice:

- (a) must be in writing and signed by a person duly authorised by the sender; and
- (b) must be delivered to the intended recipient by registered post or by hand ~~or fax~~ or email to the intended recipient's address or ~~fax number~~ email address specified in Schedule 1 (or the address in Western Australia or ~~fax number~~ email address last notified in writing by the intended recipient to the sender, including where so notified in an Activity Notice given to SWALSC under clause 8.2);
- (c) will be taken to be received by the recipient:
 - (i) in the case of delivery in person, when delivered; and
 - (ii) in the case of delivery by post, 2 Business Days after the date of posting; and
 - ~~(iii) in the case of delivery by fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax machine number of~~

~~name of recipient and indicating that the transmission has been made without error, but if the result is that a notice would be taken to be given~~

or made on a day that is not a Business Day or at a time that is later than 4.00pm (local time), it will be taken to have been duly given or made at 9.00am on the next Business Day.

~~(iv)~~(iii) _____ In the case of delivery by email, at the time shown in the delivery confirmation report generated by the sender's email system which indicates that the email was sent to the recipient's email address, but where an email has been sent after 4.00 pm on a Business Day (the receiving party's local time) or on a non-Business Day, it will be deemed to have been received at 9.00 am on the next Business Day.

22. GST

22.1 Interpretation

Words capitalised in this clause 22 and not otherwise defined have the meaning given in the GST Act.

22.2 GST Payable

- (a) Where an amount of Consideration is payable for a Taxable Supply made under this NHALG (whether that amount is specified or can be calculated in accordance with this NHALG), it does not include GST and must be increased by the GST Rate.
- (b) The Party making a Taxable Supply under this NHALG must issue a Tax Invoice or Adjustment Note to the Recipient in accordance with the GST Act. Notwithstanding any provision to the contrary in this NHALG, payment will be due within 20 Business Days of a Party receiving a Tax Invoice in accordance with this clause 22.
- (c) If any Party has a right to be reimbursed or indemnified for any cost or expense incurred under this NHALG, that right does not include the right to be reimbursed or indemnified for that component of a cost or expense for which the indemnified Party can claim an Input Tax Credit.
- (d) A Party may issue a Recipient-created Tax Invoice in respect of payment made to it by the other Party.

23. Costs and duties

- (a) The Local Government shall bear any duties or fees or taxes of a similar nature associated with this NHALG.
- (b) Each Party shall bear their own costs including legal costs associated with the negotiation, drafting and execution of this NHALG.

24. Force Majeure and Aboriginal Cultural Business

- (a) If a Party is prevented in whole or in part from carrying out its obligations under this NHALG as a result of an event of Force Majeure or Aboriginal Cultural Business, it must promptly notify the other Party accordingly. The notice must:
- (i) specify the obligations it cannot perform;
 - (ii) sufficiently describe the event of Force Majeure or Aboriginal Cultural Business;
 - ~~(iii)~~ estimate the time during which the Force Majeure or Aboriginal Cultural Business will continue;
 - ~~(iii)~~(iv) specify the cost reduction due to the non-performance of obligations; and
 - ~~(iv)~~(v) specify the measures proposed to be adopted to remedy or abate the Force Majeure or the delay caused by the Aboriginal Cultural Business.
- (b) Following this notice, and while the Force Majeure or Aboriginal Cultural Business continues, this NHALG shall nevertheless continue and remain in force and effect but the obligations which cannot be performed because of the Force Majeure or Aboriginal Cultural Business will be suspended, and any time limit for performance of those obligations will be extended by the period of the Force Majeure or Aboriginal Cultural Business.
- (c) The Party that is prevented from carrying out its obligations under this NHALG as a result of an event of Force Majeure or Aboriginal Cultural Business must take all action reasonably practicable to mitigate any loss suffered by the other Party as a result of its failure to carry out its obligations under this NHALG.

25. General

25.1 Review and variation

Where this NHALG is to be amended or varied, then this NHALG may only be amended or varied by a document in writing signed by each of the Parties to the agreed amendment or variation.

25.2 Entire agreement

Subject to clause 14, this NHALG constitutes the entire agreement between all of the Parties as to its subject matter and, in relation to that subject matter, supersedes any prior understanding or agreement between any of the Parties and any prior condition, warranty, indemnity or representation imposed, given or made by a Party.

25.3 Governing law and jurisdiction

- (a) This NHALG is governed by the law applicable in the State of Western Australia.
- (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.

25.4 Severance

If any provisions of this NHALG is void, voidable by any Party, unenforceable or illegal according to the law in force in the State of Western Australia, it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this NHALG to the extent necessary unless it would materially change the intended effect and objectives of this NHALG.

25.5 Waiver

A right or power under this NHALG shall only be deemed to be waived by notice in writing, signed by the Party waiving the right or power, and:

- (a) no other conduct of a Party (including a failure to exercise, a delay in exercising or a partial exercise of a right or power or any forbearance or indulgence granted by one Party to another Party in respect of a right or power) operates as a waiver of the right or power or otherwise prevents the exercise of that right or power; and
- (b) a waiver of a right or power on one or more occasions by a Party does not operate as a waiver of that right or power if it arises again in the future or prejudices that Party's other rights or powers or future rights or powers in respect of the right or power waived; and
- (c) the exercise of a right or power does not prevent any further exercise of that right or power or of any other right or power.

25.6 No merger

The rights and obligations of the Parties will not merge on the completion of any transaction contemplated by this NHALG. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

25.7 Further action

Each Party must use all reasonable efforts to do all things necessary or desirable to give full effect to this NHALG and the matters contemplated by it.

Schedule 1 Party Details

(Clause 21 – Notices)

South West Aboriginal Land & Sea Council Aboriginal Corporation Notice Details

Address Level 2, 100 Royal Street
EAST PERTH WA 6004

Fax (08) 9358 7499
Email [Click here to enter text](#)

Local Government Notice Details

Local Government [Enter details here](#)
Name [Shire of Waroona](#)

Address [Click here to enter text](#) [52 Hesse Street, Waroona WA 6215.](#)

Email [Click here to enter text](#) warshire@waroona.wa.gov.au

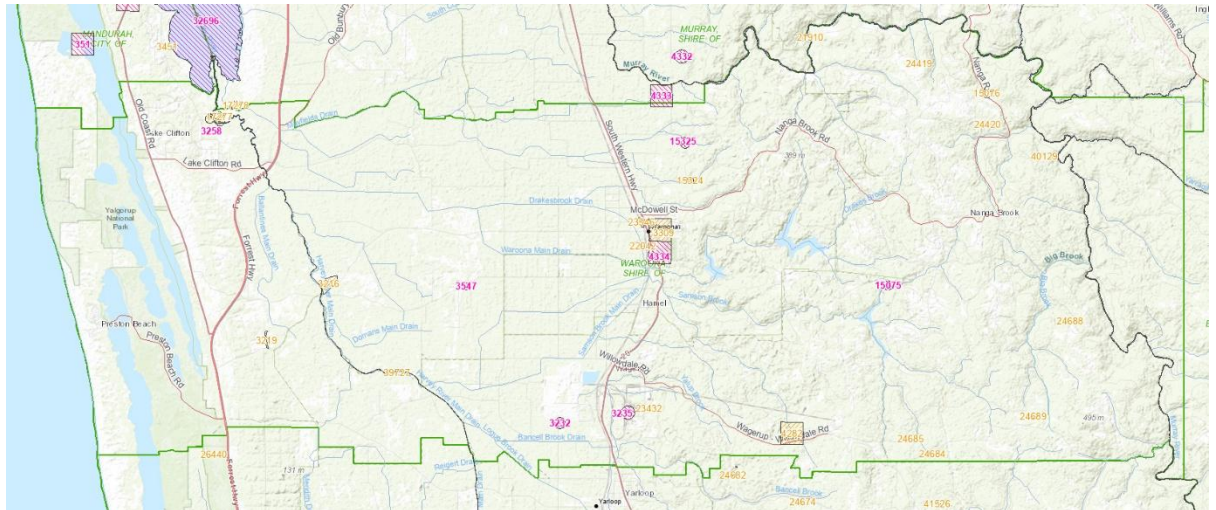
Schedule 2 Details of ILUA and Pre-existing Aboriginal Heritage Agreements

Item No.	Item Description	Details
Details of ILUA		
Item 1	Short name of ILUA	Gnaala Karla Booja ILUA
Item 2	National Native Title Tribunal file number	WI2015/005
Item 3	Date registered	17/10/2018
Item 4	Local government region(s)	Click here to enter text Shire of Waroona.
Pre-existing Aboriginal Heritage Agreements		
Item 5	Details of all pre-existing Aboriginal Heritage Agreements to which clause 14 applies.	Click here to enter text Nil.
Item 6	List of provisions of a pre-existing Aboriginal Heritage Agreement which will prevail over this NHALG (if the entire pre-existing Aboriginal Heritage Agreement prevails, write 'whole agreement').	Click here to enter text Nil.

Schedule 3 Agreement Area

(Clause 1.1 Definition of Agreement Area)

Insert map and written description which clearly identifies the area to which this NHALG relates



The Agreement Area is the land and water of the identified Aboriginal Sites only in the Aboriginal Heritage Act Register within the district of the Shire of Waroona on the date that this Agreement is entered into and may include other sites as agreed by the parties, where identified after this Agreement has been entered into. [The Agreement Area may also include a specific location or locations nominated by the Shire of Waroona where it provides notice of this to SWLASC.](#)

Schedule 4 Contents of Activity Notice

Part 1 — Primary contents of Activity Notice

(Clause 8.2 Giving the Activity Notice)

1.1 Basic information

Every Activity Notice must contain:

- (a) a statement that it is an Activity Notice issued under this NHALG (by reference to the name of the ILUA as set out in item 1 of Schedule 2);
- (b) the name of the Local Government, and:
 - (i) an address in Western Australia for service of notices, under this NHALG, on the Local Government (if no address for service has previously been given by the Local Government); and
 - (ii) full contact details for a primary contact person within the Local Government (if a body corporate).

1.2 Key statements and nominations under clause 8.2

(Clause 8.2(c)(ii))

Every Activity Notice must, subject to clause 8.2(f), contain the following required key statements:

- (a) a statement of the extent to which the Activity Program consists of Low Ground Disturbance Activity, in the opinion of the Local Government; and
- (b) a statement of whether the Local Government considers that a Survey is required (taking into consideration the matters referred to in clauses 8.1(b) and 8.3); and
- (c) a nomination, by the Local Government, of a preferred Survey Methodology, being either a Site Avoidance Model or a Site Identification Model; and
- (d) where a Site Avoidance Model is nominated, a statement of whether the Local Government requires any Survey to be conducted in respect of:
 - (i) only the area or areas to be impacted by specific Activities as described and mapped in the Activity Notice; or
 - (ii) a broader area or areas, encompassing the Activities and surrounding land as described and mapped in the Activity Notice; and

-
- (e) a nomination, by the Local Government, of a proposed Survey fieldwork start date or end date; and
 - (f) a nomination, by the Local Government, as to whether it requires:

- (i) a Preliminary Advice (see clause 12.1(a));
- (ii) a draft of the Survey Report (see clause 12.1(b));
- (iii) an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application (if known at the relevant time) (see clause 8.2(e)).

Where any of those key statements are omitted, Part 3 of this Schedule 4 provides default provisions.

1.3 – Detailed contents of Activity Notice

(Clause 8.2(c)(ii))

In accordance with clause 8 of this NHALG, the purpose of the information provided in and with the Activity Notice is to determine whether a Survey is required and if so, its nature and extent. In order to facilitate this objective, an Activity Notice must contain the following additional details where applicable:

- (a) a map showing clearly the area the subject of the Activity Notice, identifying the location of the area the subject of the Activity Notice within the Agreement Area and including scale, zone and north point, as well as nearby towns, roads and landscape features; and
- (b) aerial photographs (if available) or smaller scale maps of the area the subject of the Activity Notice which must contain UTM Grid Coordinates (eastings and northings), datum, north point and, where applicable, land tenure details such as parcel identifier, plan or lot, reserve numbers, and coordinates and/or polygon defining the area the subject of the Activity Notice; and
- (c) where applicable, identifying numbers (or other identifying information) of each tenure to which the Activity Notice relates; and
- (d) all known vehicular access routes to the area the subject of the Activity Notice; and
- (e) any ground disturbing notice provided to any government agency including (where mining exploration Activities are proposed) to the District Mining Engineer; and
- (f) details of any Activity Program, and the area and level of potential Activity, on the area the subject of the Activity Notice; and
- (g) the techniques and types of infrastructure, items of equipment and vehicles to be used in relation to any proposed Activity; and
- (h) the approximate number of personnel who will be involved in any proposed Activity; and

- (i) any water, biological or other materials or resources proposed to be obtained from the area the subject of the Activity Notice, in relation to any proposed Activity.
- (j) Where any of the detailed content is omitted, the default provisions of Part 3 of this Schedule 4 will apply.

Part 2 – Additional contents of Activity Notice

(Clause 8.2(c)(iii))

An Activity Notice may also set out:

- (a) whether there has been any previous Aboriginal Heritage Survey and, subject to any confidentiality restrictions, the age, methodology, participants, standard and results of that survey. If a written report of that previous Aboriginal Heritage Survey is in the possession or control of the giver of the Activity Notice, then (subject to confidentiality provisions) the Activity Notice shall be accompanied by a copy of the written report; and
- (b) the extent to which the area the subject of the Activity Notice has been affected by previous ground disturbing activities; and
- (c) whether the Aboriginal Heritage Act Register discloses any Aboriginal Sites on the area the subject of the Activity Notice; and
- (d) any additional information which explains what sort of Survey outcome is being sought (if a Survey is required), including whether an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application is intended to be made (if known at the relevant time) (see clause 8.2(e)); and
- (e) any other background material which will better help SWALSC to understand the potential impacts of what is proposed.

Part 3 – Default provisions of Activity Notice

(Clauses 8.2(c)(ii) and 8.2(d))

For the purposes of clause 8.2(d), the following default provisions apply in respect of any item in part 1.2 of this Schedule 4 that is not specified or nominated in the Activity Notice.

Clause No. Default Provision

Item (a)	The Activity Program contains Ground Disturbing Activity.
Item (b)	A Survey is <u>not</u> required.

Item (c)	Site Avoidance Model.
Item (d)	Only the areas of specific Activities described in the Activity Notice are required to be Surveyed.
Item (e)	Not applicable (Parties to discuss and agree proposed Survey fieldwork start date or end date).
Item (f)	There is an requirement for a Preliminary Advice or a draft of the Survey Report.

Schedule 5 — Costs for conduct of a Survey

(Clauses 8.3(d)(iv), 9.5 and 11)

No.	Item	Rate	GST	Description
Ethnographic Assessment				
1	Aboriginal Heritage Service Provider	At cost [Usually \$900-\$1000 (Indexed to CPI)] + Administration Fee of 15% of total expenditure capped at \$5,000 (Indexed to CPI) + Disbursements At cost	+GST	per person per day or pro rata for part thereof
2	Principal Aboriginal Heritage Consultant	At cost [Usually \$900-\$1000 (Indexed to CPI)]	+GST	per person per day or pro rata for part thereof
3	Aboriginal Heritage Liaison Officer (if necessary and agreed)	\$500 (Indexed to CPI)	+GST	per person per day or pro rata for part thereof
Archaeological Assessment (if necessary and agreed)				
4	Archaeologist (archaeological team external contractors)	At cost [Usually \$900 - \$1000] (Indexed to CPI)]	+GST	per person per day or pro rata for part thereof
5	Fieldwork and reporting	At cost [Usually \$900 - \$1000] (Indexed to CPI)]	+GST	per person per day or pro rata for part thereof
Aboriginal Consultants				

6	Aboriginal Consultants – between 2 and 8 unless otherwise agreed	\$500 (max) (Indexed to CPI)	+GST	per person per day or pro rata for part thereof
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No.	Item	Rate	GST	Description
Field Expenses				
7	Aboriginal Heritage Liaison Officer or Anthropologist accommodation/meals	At cost	+GST	
8	Archaeologist or Archaeological Team accommodation/meals	At cost	+GST	
9	Aboriginal Consultants accommodation/meals	At cost	+GST	
Travel Expenses				
10	Vehicle mileage km	As per Australian Taxation Office tax schedule for location	+GST	per km
11	Hire Vehicle (if survey vehicle is hired)	commercial rates, plus fuel	+GST	

12	<p>Aboriginal Consultants' motor vehicle travel expenses (if required) to be calculated as follows.</p> <p>(a) If usual residence within the boundary of the ILUA area - at Distance travelled for return journey from place of usual residence to the survey area.</p> <p>(b) If usual residence outside the boundary of the ILUA area - Distance travelled for return journey within the boundary of the ILUA area plus up to a maximum of 200km return (100km each way) for distance travelled for return journey from place of usual residence outside the ILUA area, to the survey area.</p> <p>(c) Where a particular Aboriginal Consultant is</p>	As per Australian Taxation Office tax schedule for location	+GST	per km
No.	Item	Rate	GST	Description
	considered a 'key knowledge holder' who is essential for the conduct of the survey, and whose usual place of residence is beyond the distances provided for in (b) above, additional motor vehicle expenses can be paid by agreement between the parties.			
13	Airfares	At cost	+GST	
14	Taxi travel (to and from airports or meetings)	At cost	+GST	
Incidental Expenses				

15	Film, maps, report production and expendables	At cost	+GST	
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Initials: Aboriginal Heritage Service Provider: _____

Initials: Local Government/Authorised officer of the Local Government: _____

CPI Indexation

Where a rate listed in this annexure is indicated to be "*Indexed to CPI*" it shall be varied annually on 31 August of each year in accordance with the [WA](#) CPI Calculation.

Schedule 6 — Contents of Survey Report

(Clause 12.4)

Part 1 – Guidelines for all Survey Reports

1.1 Copyright and confidentiality

Insert a statement to the effect that the report may only be copied in accordance with this NHALG and subject to any other restrictions agreed to, from time to time, by the Local Government and SWALSC.

1.2 Survey personnel

- (a) Author's name in full and occupation and author's business or company name.
- (b) Full name and gender of each Aboriginal Consultant, and the group they represent.
- (c) Full names and gender of other personnel participating in the Survey and their role.
- (d) Explanation as to how Aboriginal Consultants were selected.

1.3 Survey date(s)

Insert the date(s) on which fieldwork was conducted.

1.4 Spatial information

- (a) The general location of the area within which the Survey was undertaken (e.g. title numbers 'x' to 'z', or the 'abc' pastoral lease, or the area shown on a map contained in the Survey Report).
- (b) Grid references of the Survey Area.
- (c) A map of the Survey Area.

1.5 Other information

- (a) Summary of results of searches of the Aboriginal Heritage Act Register at the DPLH including the site number and name, if given, and the reference number.
- (b) A general description of the fieldwork undertaken.
- (c) Details of ethnographic and (if relevant) archaeological work carried out during the Survey.

- (d) Description of the Survey Methodology used by the Survey Team (that is, a Site Avoidance Model or a Site Identification Model) and any other relevant methodological notes.
- (e) In respect of any Aboriginal Objects identified:
 - (i) a description of such Aboriginal Objects;
 - (ii) the location of any Aboriginal Objects so identified; and (iii) the date on which each Aboriginal Object was identified.
- (f) Any discussion and recommendations.

Part 2 – Additional guidelines for Survey Reports where Site Avoidance Model is used

2.1 Details of areas where Activity should not be undertaken (because of the presences of an Aboriginal Site within that area) and other Survey information

- (a) Description of any areas where Activity should not be carried out because of the presence of an Aboriginal Site within that area.
- (b) Grid references of the area where Activity should not be carried out, i.e. Eastings and Northings (of the coordinate description e.g. AMG/MGA), the AMG Zone (i.e. Zone 51) and the type of equipment used – GPS or DGPS or other.
- (c) Dimensions of the area, e.g. approximately 100m east-west and 50m northsouth.
- (d) Location, i.e. where the area to be avoided is located in relation to tenure or significant topographical feature, e.g. the northern corner of mining lease X about 100m east of the prominent hill.
- (e) Full names of person(s) who identified each Aboriginal Site and other persons present when site identified, and date site identified.

Part 3 – Additional guidelines for Survey Reports where Site Identification Model is used

3.1 Details of new or registered Aboriginal Sites recorded during the Survey and other Survey information

- (a) Site name and number, if given to existing sites, and DPLH reference number, if known.
- (b) Site type, e.g. archaeological or ethnographic or both.

- (c) Grid references of the site, i.e. Eastings and Northings (of the coordinate description e.g. AMG/MGA), the AMG Zone (i.e. Zone 51) and the type of equipment used – GPS or DGPS or other.
- (d) Dimensions of the site, e.g. approximately 10m east-west and 5m northsouth.
- (e) Location, i.e. where the site is located in relation to tenure or significant topographical feature, e.g. the northern corner of mining lease X about 100m east of the prominent hill.
- (f) Description, e.g. rock pool, granite outcrop.
- (g) Full names of person(s) who identified each Aboriginal Site and other persons present when site identified and date site identified.
- (h) Significance, if known.

3.2 Recommendations and comments

Recommendations regarding the Aboriginal Site, e.g. whether the site is:

- (a) a place of importance or significance where persons of Aboriginal descent have, or appear to have left any object used for or made or adapted for use for any purpose connected with traditional cultural life of Aboriginal people (past or present); and/or
- (b) a sacred/ ritual or ceremonial site of importance and special significance to persons of Aboriginal descent; and/or
- (c) a place of historical, anthropological, archaeological or ethnographic importance and/or significance; and/or
- (d) a place where Aboriginal objects are traditionally stored.

For each potential Aboriginal Site identified, please complete and attach a copy of the *Heritage Information Submission Form*

3.3 Impact on Aboriginal Sites

- (a) Description of any Aboriginal Sites in the Survey Area that may be affected by the Activity.
- (b) Description of how the Activity is likely to impact on the Aboriginal Site(s) within the Survey Area.
- (c) Description of any practical measures that may be taken to avoid or mitigate potential harm to an Aboriginal Site(s) within the Survey Area.

- (d) Recommendations for how the Aboriginal Site(s) may be protected.

Schedule 7 — DPLH Heritage Information Submission Form

(Clause 12.5 Provision of Aboriginal Heritage Information to DPLH)

Complete and submit the form entitled 'Heritage Information Submission Form' that is available on the DPLH website (www.DPLH.wa.gov.au):

Schedule 8 — Noongar Standard Heritage Process Information

(Clause 12.6 Provision of Survey Information to DPLH)

SWALSC will report the following information to DPLH:

Details of the person filling in this form and the Agreement Group SWALSC is acting on behalf of

1. Name:
2. Job Title:
3. Name of Agreement Group SWALSC is acting on behalf of:

About the Local Government

4. Local Government Name: [Shire of Waroona](#)
5. Contact phone number:
6. Brief summary of the project or activity:
7. Does the Project also fall within one or more Related Agreement Areas: Y/N
8. Please list any affected Related Agreement Group:

Activity Notice

9. Did the Activity Notice contain all requisite information (As per Schedule 4):
Y/N
10. If not did SWALSC:
 - (c) Utilise the Default Provisions:
 - (d) Request a new notice:
11. When considering whether or not a survey was required did SWALSC seek advice from the DPLH:

Survey

12. Select the survey methodology used: Site ID/Site Avoidance

Composition of the Survey Team

13. Name of the Aboriginal Heritage Service Provider:
14. Name of the Principal Aboriginal Heritage Consultant:
15. Number of paid Aboriginal Consultants (If more than eight, detail why):
16. Number of additional (unpaid) Aboriginal Consultants (detail why there was additional Consultants):
17. Was an Aboriginal Heritage Liaison Officer appointed: Y/N
18. Was an additional anthropologist/archaeologist or heritage specialist appointed:
19. Were there any Local Government nominees on the survey team:

Survey Reporting

20. If Preliminary Advice was requested was it received by SWALSC within the time period of 5 days after the last day of fieldwork:
21. Did SWALSC provide any additional comments about the Preliminary Advice:
22. If a draft Survey Report was requested was it received by SWALSC within 15 Business Days after the last day of Fieldwork:
23. Did SWALSC provide any additional comments:

Cost and Payments

24. What was the total cost paid to the Aboriginal Heritage Service Provider (if SWALSC was acting as the Aboriginal Heritage Service Provider or was contracting them):
25. What was the total cost of the Aboriginal Consultants:

Other Circumstances

26. Do you know if the Local Government lodged or intended to lodge a section 16 or section 18 application under the Aboriginal Heritage Act 1972:
27. If yes, did SWALSC receive a Notice of this intention at least 30 days before the approval was lodged with the DPLH:
28. During the process did either party access the dispute resolution process: Y/N
29. Did SWALSC access the provisions under 'Dispute in relation to clauses 9, 11(b) or 12.2(a)(ii) and (iii)':

Additional Comments

30. Please provide any additional details about the process worth noting. All comments welcomed.

Signing Pages

EXECUTED as a deed

**Executed by South West Aboriginal
Land & Sea Council Aboriginal**

Corporation ICN 3832 in accordance with
its constitution in the presence of:

Signature of authorised representative	Signature of authorised representative
Click here to enter text.	Click here to enter text.
Full name of authorised representative	Full name of authorised representative
Click here to enter text.	Click here to enter text.
Date	Date

Executed by Local Government – where applying common seal

The common seal of the [*insert local government*] was hereunto affixed on [*insert date*] by authority of a resolution of the Council in the presence of:

sign here ►

Mayor/President (~~delete whichever is not applicable~~)

print name

sign here ►

Chief Executive Officer

print name

INFOPAGE

To: All Local Governments **From:** Kirsty Martin,
Executive Manager Member Services

Date: 13 February 2026

Subject: Sector Consultation – Electoral Reform Discussion Paper

Operational Area:	Governance
Key Issues:	Local Governments are requested to provide Council-endorsed feedback to inform WALGA's advocacy on Local Government electoral reforms expected to be proposed by the State Government, specifically: <ul style="list-style-type: none"> • full spill elections every 4 years; and • compulsory voting at Local Government elections
Action Required:	Response to WALGA by 4:00pm Friday 27 March 2026

WALGA is undertaking sector engagement regarding Local Government electoral reforms expected to be proposed by the State Government.

In June 2025, Hon Hannah Beazley MLA, Minister for Local Government, expressed support for a four-year election cycle, citing concerns about voter fatigue and the rising costs of conducting biennial elections. These messages were repeated in Minister Beazley's address at WALGA's 2025 Local Government Convention, which also raised the possibility of compulsory voting. These comments have prompted renewed interest and discussion across the sector.

WALGA has contacted both the Department of Local Government, Industry Regulations and Safety (LGIRS) and the Minister's office seeking details of any consultation on these matters, but no further information has been provided.

By proactively progressing this consultation, WALGA is seeking to obtain sector feedback that will ensure WALGA's positions reflect the sector's current views and enable timely, well-informed and effective engagement with the anticipated State Government reform proposals.

Attached to this Infopage is a brief Discussion Paper. The Discussion Paper outlines some example considerations that Local Governments may choose to address when preparing their feedback. It is not intended to present an exhaustive or prescriptive list.

Local Governments are requested to provide Council endorsed responses to the Discussion Paper by 27 March 2026. This feedback will inform an item to be presented to State Council.

For more information, please contact Kirsty Martin on 9213 2051 or Felicity Morris on 9213 2093. Please send responses to governance@walga.asn.au

Electoral Reform Discussion Paper

1. Background

1.1. Purpose

The purpose of this discussion paper is to request Council-endorsed Local Government feedback to inform WALGA's advocacy on Local Government electoral reforms expected to be proposed by the State Government, specifically:

- full spill elections every 4 years; and
- compulsory voting at Local Government elections

These options have been raised in statements by the Minister for Local Government, Hon Hannah Beazley MLA, but no formal proposals have yet been provided for consultation. While WALGA has relevant advocacy positions (discussed further below), the purpose of this discussion paper is to undertake early sector engagement to ensure WALGA's positions reflect the sector's current views and enable timely, well-informed and effective engagement with the anticipated State Government reform proposals.

1.2. WALGA existing advocacy positions

1.2.1. Elections

WALGA has established advocacy positions reflecting the sector's support of voluntary voting and elections of half the offices on Council every two years. These advocacy positions are provided in Appendix 1.

In late 2024 WALGA conducted a review of its Elections Advocacy Positions to ensure they reflected the sector's contemporary view.

Local Government responses at that time indicated strong (98%) support for half spills every two years, which was reflected in the adopted Advocacy Position [2.5.16 Elections](#).

While voluntary voting was supported by an overall majority of responses (74%), compulsory voting was supported by a majority (64%) of metropolitan respondents and a majority (61%) of Class 1 and 2 respondents.

State Council requested that the WALGA secretariat undertake further investigation of the implications of compulsory and voluntary participation in Local Government elections before reporting back to State Council.

In the interim, Advocacy Position [2.5.15 Participation in Local Government Elections](#) was retained, expressing support for voluntary voting with a note that further work was being undertaken.

This investigation was ongoing when the Minister for Local Government raised the prospect of further Local Government election reform.

A State by State comparison of electoral statistics is provided in Appendix 2.

1.2.2. Election costs

In 2024, WALGA conducted a review of five Local Government biennial election cycles up to and including the 2023 Local Government elections. The review demonstrated significant cost increases and concerns about the lack of transparency in costings provided by the Western Australian Electoral Commission (WAEC).

In September 2024, State Council adopted Advocacy Position [2.5.18 Local Government Elections Analysis 2015-2023](#), calling for an independent audit of the WAEC's cost allocation methods and the introduction of Service Level Agreements to ensure transparency of costing methodology.

Cost implications are a relevant consideration in assessing the appropriateness of any proposed electoral reform. However, the current lack of transparency in costing methodology makes it impossible to confidently forecast cost impacts.

This discussion paper seeks to identify the factors associated with each reform proposal that may affect election costs. This is further complicated by the interaction of possible reform options and external economic factors.

WALGA has requested that the Department of Local Government, Regulation and Industry Safety (LGIRS) and the Western Australian Electoral Commission, undertake modelling to identify the cost implications of any proposed reforms.

A comparison of available electoral costs data, State by State, is included as Table 4 in Appendix 2.

WALGA has contacted other Local Government associations to ask if they have experienced changes in costs associated with [compulsory four-year, all-in all-out](#), local government elections. As this has been the approach in most jurisdictions for some time, responses were largely unable to address changes in cost.

2. Election Frequency

Current situation

Western Australia holds biennial elections, with half of the offices on Council elected every two years for four-year terms. All other Australian jurisdictions hold full spill elections every four years (four-year terms).

Considerations

Considerations include:

- Voter participation and fatigue
- Continuity, knowledge retention and mentorship for new Council Members
- Stable whole-of-Council mandate and collective accountability
- Capacity for candidate recruitment
- Administrative requirements
- Extraordinary vacancies and backfilling
- Timing and transitional arrangements

Re-election rates

WALGA has analysed the composition of Councils following the last two Local Government elections in other Australian jurisdictions, all of which have full spill elections. A comparison of available data on re-election rates is included as Table 2 in Appendix 2.

This data suggests that on average, re-elected Council Members make up between 47% and 57% of Council following full spill elections.

By comparing over 700 consecutive ordinary election results, the review identified nine occasions when the membership of Council following an ordinary election was 100% different from the Council following the previous ordinary election. However, four of these local governments held mid-term extraordinary elections, meaning the changes in membership occurred over two or more elections within a four-year period.

Costs

In one respect, a change to a four-year cycle would reduce costs by reducing the number of elections. However, the cost of each election may increase. The WAEC uses the number of vacancies to inform quotations for the conduct of elections. Full spill elections would double the number of vacancies, with possible increased costs associated with printing and postage and increased staffing for the count.

WALGA cannot definitively determine an overall cost impact to Local Government without the requisite cost-modelling from the WAEC. WALGA has requested that the WAEC provide this modelling to LGIRS. The cost impact of a change in election frequency may also vary between Local Governments.

Questions

1. Does your Local Government support half spill elections every two years or full spill elections every four years?
2. What are the key considerations informing this view?
3. If full spill elections every four years were introduced, what transitional arrangements and consequential amendments may be required?
4. Any other comments?

3. Compulsory or Voluntary Voting

Current situation

Voting in Local Government elections is voluntary in Western Australia and South Australia. All other Australian jurisdictions have compulsory voting.

Considerations

Considerations include:

- Voter participation and democratic legitimacy
- Voter engagement, awareness and/or fatigue
- Administrative and enforcement requirements
- Application to owner and occupier rolls

Participation rates

A comparison of available participation data is included as Table 3 in Appendix 1.

Costs

The WAEC uses expected participation rates to inform quotations for the conduct of elections. It is likely that an increased participation rate would increase election costs through higher reply-paid charges and increased staffing for the count. However, in-person elections become more cost effective than postal elections at higher participation rates.

WALGA cannot definitively determine an overall cost impact to Local Government without the requisite cost-modelling from the WAEC. WALGA has requested that the WAEC provide this modelling to LGIRS. The cost impact of compulsory voting may also be different for each Local Government depending on their current participation rates and methods for holding elections, and whether these would change significantly.

Tasmania implemented compulsory voting in Local Government elections in 2022. Local Government Association Tasmania (LGAT) advised that this resulted in reasonably significant cost increases. The Tasmanian Electoral Commission reported a \$9.32 per elector cost for the first compulsory Local Government elections in 2022, a 35% increase from \$6.92 in 2018. An analysis of the factors contributing to this increase is not available and it may be challenging to draw direct comparisons between Tasmania and WA.

It is likely that the cost impact of compulsory voting would be moderated if elections also transition to a 4 yearly cycle.

Questions

5. Does your Local Government support compulsory voting or voluntary voting in Local Government elections?
6. If the frequency of Local Government elections were changed to every 4 years, would your Local Government support compulsory or voluntary voting?
7. What are the key considerations informing this view?
8. Any other comments?

DRAFT

Appendix 1- WALGA Elections Advocacy Positions

2.5.15 Participation in Local Government Elections

Position Statement	<p>The Local Government sector supports voluntary participation in Local Government elections.</p> <p><i>Noting that State Council at its 6 December 2024 State Council meeting resolved that the WALGA Secretariat further investigate implications of compulsory and voluntary participation in Local Government elections and report back to State Council.</i></p>
Background	<p>Voluntary participation in Local Government elections is a long-established position of the Local Government sector, and was confirmed as a result of sector feedback received during the Local Government reform process.</p>
State Council Resolution	<p>December 2024 - 090.5/2024</p> <p>February 2022 – 312.1/2022</p> <p>December 2020 – 142.6/2020</p> <p>March 2019 – 06.3/2019</p> <p>December 2017 – 121.6/2017</p> <p>October 2008 – 427.5/2008</p>
Supporting Documents	<p>Advocacy Positions for a New Local Government Act</p> <p>WALGA submission: Local Government Reform Proposal (February 2022)</p>

2.5.16 Elections

Position Statement	<p>The Local Government sector supports:</p> <ol style="list-style-type: none"> 1. Councillors serve four-year terms with elections every two years and half of the Council positions spilled at each election. 2. First-Past-The-Post (FPTP) voting system for Local Government elections. If Optional Preferential Voting (OPV) remains as the primary method of voting, the sector supports the removal of the 'proportional' part of the voting method for general elections. 3. First-Past-The-Post (FPTP) voting system for internal Council elections.
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4. Councils holding elections by means of in-person, postal and/or electronic voting.
5. Current legislative provisions of Mayor/President of Class 1 and Class 2 Local Governments being directly elected by the community and Class 3 and Class 4 Local Governments determining whether its Mayor or President is elected by the Council or by the community.

Background

The sector positions on Local Government elections have been long-established. This was confirmed as a result of sector feedback received during the Local Government reform process.

Following the 2023 Local Government Elections where legislative reforms to Local Government elections processes were first implemented, sector wide consultation was conducted on key elements of the elections advocacy positions to determine if they accurately reflected the sector's contemporary view.

State Council Resolution

December 2024 - 091.5/2024

February 2022 – 312.1/2022

December 2020 – 142.6/2020

March 2019 – 06.3/2019

December 2017 – 121.6/2017

October 2008 – 427.5/2008

2.5.18 Local Government Elections Analysis 2015-2023

Position Statement

That WALGA advocate to the State Government:

1. For an independent Local Government election audit, focusing on the Western Australia Electoral Commission's (WAEC) service delivery and cost allocation methods and costing applications used, to confirm that marginal cost recovery principles are applied and that the costing program is being effectively managed.
2. For the requirement for the WAEC to develop and implement Service Level Agreements with Local Governments, similar to those agreements currently used in New South Wales and Victorian Local Government elections and that includes:
 - a. transparency of costing methodology,
 - b. direct engagement with Local Governments pre and post elections, and
 - c. the roles and responsibilities of the WAEC and Local Governments in the conduct of elections.

3. For a review of the legislative framework that would allow for more than one election services provider to conduct Local Government elections.
4. For a mandated WAEC Report to Parliament specific to Local Government elections post each election cycle, outlining costs, results, voter turnout and matters for improvement both in the conduct of elections and the legislation, if relevant.

Background

A comprehensive review and analysis of five election cycles up to and including the 2023 Local Government election against the backdrop of legislative reforms to the Local Government electoral process in Western Australia was carried out by WALGA.

With a focus on postal elections conducted exclusively by the Western Australian Electoral Commission (WAEC), the analysis has found evidence of the rising cost and reduced service level of conducting Local Government elections in Western Australia.

Elected Member feedback, costs vs service comparisons and engagement by the sector with WALGA's governance services over the 2023 Local Government election period, are the basis for the position outlined above.

State Council Resolution

September 2024 - 065.4/2024

Appendix 2 - Election Statistics

The data in the following tables is derived from publicly available reports issued by the respective State Electoral Commissions for the elections they conducted. The different content and format of reporting in each jurisdiction can make direct comparisons challenging.

Table 1: Comparative overview

Jurisdiction	Compulsory/optional voting	Frequency	Postal/In Person
Western Australia	Optional	Half spill every 2 years	Postal or in person
South Australia	Optional	Full spill every 4 years.	Postal.
Northern Territory	Compulsory	Full spill every 4 years	Postal or in person.
Queensland	Compulsory	Full spill every 4 years.	Postal or in person.
New South Wales	Compulsory	Full spill every 4 years.	In person.
Victoria	Compulsory	Full spill every 4 years.	Postal
Tasmania	Compulsory	Full spill every 4 years.	Postal

Table 2: Average percentage of returning Council Members (at individual Council level)

States with full spills only. Calculated using publicly reported ordinary election results including elections conducted by private providers.

State	Most recent election year Average % of Council Members who were Council Members the previous term	Previous election year Average % of Council Members who were Council Members the previous term
Queensland	2024 47%	2021 49%
New South Wales	2024 54%	2021 49%
Victoria	2024 46%	2020 47%
South Australia	2022 57%	2018 48%
Tasmania	2022 53%	2018 54%

Table 3: Percentage of all elected candidates who were returning Council Members (at State level)

States with full spills only. Official state level percentage reported by electoral commissions for elections they conducted.

State	Most recent election year % of returning Council Members	Previous election year % of returning Council Members
Queensland	2024 43.2%	2021 46.0%
New South Wales	2021 56.8%	2016/17 (amalgamations) 60.6%
Victoria	2024 43.0%	2020 51.9%
South Australia	2022 50.0%	2018 55.3%
Tasmania	2022 46.0%	2018 48.0%

Table 4: Election participation rates

State	Election Year	Election Year	Election Year
WA	2023 31.2%	2021 30.2%	2019 29.1%
NSW	2024 84.54%	2021 (2020 postponed) 83.56%	2016/2017 (amalgamations) 2017: 79.58% 2016: 79.27%
NT	2025 <i>Official report not yet available.</i>	2021 61.3%	2017 58.5%
QLD	2024 82.31%	2020 (COVID impacted) 77.71%	2016 83.04%
SA	2022 32.9%	2018 31.6%	2014 31.99%
TAS	2022 (First election with compulsory voting) 84.79%	2018 58.72%	2014 54.58%
VIC	2024 81.46%	2020 81.47%	2016 72.15%

Table 5: Election costs

Election costs invoiced to Local Governments.

State	Election Year	Election Year	Election Year
WA	2023 <i>postal elections only</i> \$5.17 per elector 1,763,392 electors (115 districts)	2021 <i>postal elections only</i> \$4.06 per elector 1,727,712 electors (92 districts)	2019 <i>postal elections only</i> \$3.70 per elector 1,619,431 electors (86 districts)
NSW	2024 \$55.67million 5,242,086 electors (125 councils)	2021 \$46million (<i>budgeted</i>) 4,838,137 electors (122 councils)	2016/2017 2017 \$19.17 million 2.73 million electors (45 councils) 2016 \$14.11 million 1.97million electors (76 councils)
NT	2025 NA	2021 \$1,864,193 142,546 electors	2017 \$1,593,775 133,927 electors
SA	2022 \$8.93million (ex GST) \$6.93 per elector (ex GST)	2018 \$6.57million (ex GST) \$5.41 per elector (ex GST)	2014 \$4.36million (ex GST) \$3.77 per elector (ex GST)
TAS	2022 <i>voting became compulsory</i> \$9.32 per elector 410,975 electors	2018 \$6.92 per elector 356,810 electors	2014 <i>first all-in all-out</i> \$5.59 per elector 375,355 electors

Note: Data in this table is taken from reports published by the relevant Electoral Commissions. Due to differences in the ways electoral costs are apportioned, a per elector cost is only provided if it was reported. Data for QLD and VIC is not clearly discernible in Election Reports, and therefore not presented in this table.

WAROONA FOOTBALL CLUB INC

ABN. 30 626 941 521



Mark Goodlet
 Chief Executive Officer
 Shire of Waroona
 PO Box 20
 Waroona WA 6215

Dear Mark

Election Commitment - Waroona Football and Netball Club Upgrades

The Waroona Football and Netball Club (WFNC) extends its gratitude to the Waroona Shire Council and its staff for project-managing the upgrades to the changerooms at the main oval. The project is much needed and will provide the womens team with a safe and private environment for training and game days.

The WFNC Committee is available to assist the Shire in the design of the upgrades at any time. The Committee understands that there will be a grant agreement in place with the Department of Creative Industries, Tourism and Sport and the Committee acknowledges that there are conditions within the agreement that must be adhered to.

Please note that I am an employee of the Shire of Waroona and I recognise that my role as Club President and my employment with the Shire may present a perceived conflict of interest, and accordingly I will declare this conflict and abstain from any deliberations or decision-making of the project.

If you have any queries regarding the matter please call me on 0458048844 or email the WFNC at waroonafc@gmail.com.

Yours faithfully



Rhys Bloxsidge
President

11 March 2026

South West Highway
 PO Box 186
 WAROONA WA 6215
 Email waroonafc@gmail.com
 Telephone 0417 189 131
 Facebook www.facebook.com/Waroonafc/

All correspondence to;
The secretary
PO Box 179
WAROONA WA 6215



Ph: 08 9733 1092
secretary@waroonashow.com.au
www.waroonashow.com.au
ABN: 92 692 081 524

22nd January 2026

The President
Rhys Bloxside
Waroona Football & Netball Club Inc.
Waroona WA 6215

To Whom it may concern,

Re: Letter of Support for building extension.

I am writing to express my strong support for Waroona Demons Football Club in their proposal to construct new changeroom facilities for female players at Waroona Town Oval

The growth of female participation in football within our community has increased significantly in recent years. Unfortunately, existing facilities were not designed to adequately support this growth and do not currently provide suitable, safe or dignified changerooms for girls and women.

The proposed development of dedicated female changerooms will:

- Promote equality and inclusion in sport
- Provide a safe and respectful environment for female participants
- Support ongoing growth in girls' and women's football

Improve the club's capacity to accommodate umpires, host competitions and community events

In regard to the impact of the proposed works on the operation and delivery of the Waroona Show. The club has confirmed that the project will be planned and managed to ensure continued access to the grounds and facilities during this important annual community event.

This project represents a positive investment in community infrastructure and will deliver long-term benefits for players, families, volunteers and the wider Waroona community.

We commend Waroona Demons for their proactive approach to inclusivity and community development and strongly support their application for funding for this important facility upgrade.

Please do not hesitate to contact me should you require any further information.

Yours sincerely

Simone Magno

Digitally signed by Simone Magno
DN: cn=Simone Magno, c=AU,
o=Waroona Football Club Inc.
Reason: I am approving this document
Date: 2026.01.27 08:03:16 +0800

Simone Magno

PRESIDENT



Department of
**Creative Industries,
Tourism and Sport**

The State of Western Australia

Shire of Waroona

Financial Assistance Agreement

Grant title: Shire of Waroona – Waroona Football
Club Upgrades

Grant number: GR-06-00002180

Content Manager No: 25/2294

File ref: E26010163

Ref: RF/TN DEPA29525-9205257 3443-3530-5528v22

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Date The date on which the State has received this document executed by each party being:

Parties

The party described in Reference Item 1 (State)

The party described in Reference Item 2 (Recipient)

Agreed terms

- 1 The parties agree to the terms set out in:
 - (a) this **clause 1**, **clause 2** and **clause 3**;
 - (b) the terms set out in **schedule 2** (*Special Terms*);
 - (c) the terms set out in **schedule 3** (*General Terms*); and
 - (d) the terms set out in **schedule 1** (*Reference Items*).
- 2 Each schedule to this document forms part of this document and, accordingly, its terms are binding on the parties to this document.
- 3 Unless otherwise stated, to the extent of any ambiguity or inconsistency (in the sense that it is impossible to comply with both), each set of terms in a sub-paragraph of **clause 1** prevails over each lower listed set of terms.

Schedule 1

Reference Items

No.	Description
1	<p>State</p> <hr/> <p>The State of Western Australia acting through the Department of Creative Industries, Tourism and Sport ABN 14 445 022 107</p> <p>Notice details</p> <p>Delivery address: 246 Vincent Street Leederville WA 6007</p> <hr/> <p>Postal address: PO Box 8349 Perth Business Centre WA 6849</p> <p>State's Contact Officer</p> <p>Name: Joanne Woodbridge</p> <hr/> <p>Position: Senior Project Manager - Election Commitments</p> <hr/> <p>Telephone: 9492 9830</p> <hr/> <p>Email: communityinfrastructure@cits.wa.gov.au</p>
2	<p>Recipient</p> <hr/> <p>Shire of Waroona a body corporate being a local government established under the <i>Local Government Act 1995 (WA)</i></p> <p>Trustee of a trust? No</p> <p>Registered for GST? Yes ABN 22 9024 742 01</p> <p>Notice details</p> <p>Delivery address: 52 Hesse Street, Waroona WA 6215</p> <hr/> <p>Postal address: PO Box 20, Waroona WA 6215</p> <p>Recipient's Contact Officer</p> <p>Name: Daniel Cools</p>

No.	Description									
	Position: Manager Recreation Services									
	Telephone: 9733 2389 or 0432 502556									
	Email: rcdm1@waroona.wa.gov.au									
3	Project									
	<p>The Project is an upgrade to changerooms and ablution facilities at the Waroona Football and Netball Club, Waroona Town Oval, Corner Southwest Highway and Parnell Street, Waroona, including planning, design, site preparation, construction and renovations to improve amenity and useability of the site for women's sport and recreation, and to support the Recipient's activities and objectives for the site for sporting and community use.</p> <p>The Project includes achieving each Project Milestone and using reasonable endeavours to achieve each Project Outcome, including as measured by the Project Measurement.</p> <p>The State may add to, amend or delete any part of the Project description in accordance with Special Term 5.2.</p>									
4	Project Outcomes									
	<table border="1"> <thead> <tr> <th style="background-color: #c6e0e0;">Outcome</th> <th style="background-color: #c6e0e0;">Measurement</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Improved amenity and useability of the site for women's sport and recreation</td> <td>Method: Number of women's changerooms and ablution facilities renovated</td> </tr> <tr> <td>Target: 2</td> </tr> <tr> <td rowspan="2"></td> <td>Method: Number of women's changerooms and ablution facilities constructed</td> </tr> <tr> <td>Target: 1</td> </tr> </tbody> </table> <p>The State may add to, amend or delete the Project Outcomes (and associated method and target) in accordance with Special Term 5.2.</p>	Outcome	Measurement	Improved amenity and useability of the site for women's sport and recreation	Method: Number of women's changerooms and ablution facilities renovated	Target: 2		Method: Number of women's changerooms and ablution facilities constructed	Target: 1	
Outcome	Measurement									
Improved amenity and useability of the site for women's sport and recreation	Method: Number of women's changerooms and ablution facilities renovated									
	Target: 2									
	Method: Number of women's changerooms and ablution facilities constructed									
	Target: 1									
5	Funding Milestones									
	<table border="1"> <thead> <tr> <th style="background-color: #c6e0e0;">Funding Milestone</th> <th style="background-color: #c6e0e0;">Milestone Latest Date</th> <th style="background-color: #c6e0e0;">Funding Instalment</th> </tr> </thead> <tbody> <tr> <td>On execution of this agreement</td> <td>31 March 2026</td> <td>\$100,000</td> </tr> <tr> <td>Other Funding Milestones as the State may determine in</td> <td>To be determined</td> <td>\$700,000</td> </tr> </tbody> </table>	Funding Milestone	Milestone Latest Date	Funding Instalment	On execution of this agreement	31 March 2026	\$100,000	Other Funding Milestones as the State may determine in	To be determined	\$700,000
Funding Milestone	Milestone Latest Date	Funding Instalment								
On execution of this agreement	31 March 2026	\$100,000								
Other Funding Milestones as the State may determine in	To be determined	\$700,000								

No.	Description				
	accordance with Special Term 5.2				
	The State may add to, amend or delete the Funding Milestones, the Milestone Latest Dates for the Funding Milestones and the Funding Instalments in accordance with Special Term 5.2.				
	Total Funding			\$800,000 (eight hundred thousand dollars only)	
6	Other Project Milestones				
	In addition to the Funding Milestones and Milestone Latest Dates for the Funding Milestones, the milestones and dates below are also Project Milestones and Milestone Latest Dates.				
	Other Project Milestone		Milestone Latest Date		
	The delivery of: <ul style="list-style-type: none"> • a set of draft drawings, plans and specifications for the Project that the Recipient proposes to be the Project Specifications, • proposed Project Budgeted Costs, and • proposed Project Milestones, proposed Milestone Latest Dates, and the proposed Funding Instalments, in accordance with Special Term 5.2.		31 March 2027		
	The State may add to, amend or delete the Project Milestones and the Milestone Latest Dates for the Project Milestones in accordance with Special Term 5.2.				
7	Project Budgeted Costs				
	Project Item	Funding under this document	Other funding amount	Other funding source	Budgeted costs
	Planning and design costs (including planning fees, professional and associated costs)	\$100,000			\$100,000

No.	Description			
	Other costs (including Construction or Renovation and Contingency)	\$700,000	\$ To be determined	\$700,000
	TOTAL	\$800,000	\$ To be determined	\$ 800,000

This is a preliminary Project Budget Costs table. The State may add to, amend or delete the Project Budget Costs table in accordance with Special Term 5.2.

8 Permitted Project Amendments

Permitted in accordance with Special Term 5.8.

Permitted Contingency Allowance	The amount being 5% of the total budgeted costs and expenses set out in Reference Item 7 (<i>Project Budget</i>)
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Permitted Cost Increase (Single) within Total Funding	\$50,000
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Permitted Cost Increase (Aggregate) within Total Funding	\$100,000
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Permitted Time Increase (Single)	20 Business Days
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Permitted Time Increase (Aggregate)	40 Business Days
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The State may add to, amend or delete any amount or period above in accordance with Special Term 5.2.

9 Reporting

Report	Reporting Period	Report Due Date
(a) For each Reporting Period, a Progress Report	Each 3-month period ending on 31 March, 30 June, 30 September and 31 December in each year	The date falling 20 Business Days after the end of the Reporting Period

No.	Description		
(b)	For each Reporting Period, an Annual Report	Each 12 month period ending on 30 June in each year	The date falling 3 months after the end of the Reporting Period
(c)	An Acquittal Report	Not applicable	The date falling 3 months after the earlier of (a) the completion of the Project, (b) the Milestone Latest Date for the completion of the Project and (c) the cancellation, termination or expiry of this document
10	Initial conditions precedent to the first Funding Instalment		
(a)	Evidence that the Recipient has appointed a Project Manager in accordance with Special Term 5.3.		
(b)	Evidence that the Recipient has established a Project Control Group and details of the members of the group.		
(c)	Evidence that the Recipient is managing its obligations regarding General Term 11.1 Conflicts of interest.		
(d)	The details of Recipient Bank Account.		
11	Further conditions precedent to each Funding Instalment		
(a)	For a Funding Instalment and the Funding Milestone for that Funding Instalment, evidence that the Milestone Completion Date for the Funding Milestone has occurred by no later than the Milestone Latest Date for the Funding Milestone.		
(b)	The State is satisfied as to its ongoing assessment of the Project expenditure and cash available to the Recipient to fund the Project (including Funding previously paid).		
(c)	Evidence that the State has received a <i>tax invoice</i> for the Funding Instalment and each <i>supply</i> from the Recipient in accordance with General Term 17.1(e).		
The State may add to, amend or delete the further conditions precedent in accordance with Special Term 5.2.			

Schedule 2

Special Terms

1 Reporting

1.1 Definitions

In this document, these terms have the following meanings:

Acquittal Report A report, signed by the Accountable Officer (and audited by an Auditor), containing the details required to be provided as part of an Annual Report plus the following details (subject to Special Term 1.2(c)):

- (a) description of the Project, the Project Milestones and Project Outcomes;
- (b) description of the governance and management of the Project and risks;
- (c) description of arrangements for future funding for Project (if applicable);
- (d) description of key learnings from the Project;
- (e) details of any upcoming media opportunities;
- (f) evidence that the Project is complete;
- (g) photographic evidence of any Works forming part of the Project being complete;
- (h) certification that the Funding was used for the Project;
- (i) a general ledger transaction report evidencing all payments and receipts in connection with the Project;
- (j) copies of all invoices and remittance advices in connection with the Project for amounts above a threshold amount notified by the State; and
- (k) true and complete copies of the bank account statements for the Recipient Bank Account.

Annual Report A report, for a Reporting Period, signed by the Accountable Officer, containing the following details (subject to Special Term 1.2(c)):

- (a) details of the extent to which each Project Milestone has been completed or not;

- (b) details of the extent to which each Project Outcome has been achieved or not (including the results of the Project Measurements);
- (c) where a Project Milestone has not been completed by its Milestone Latest Date, details of the reasons and steps taken or proposed steps to remediate;
- (d) where a Project Milestone has not been completed but its Milestone Latest Date has not passed or a Project Outcome has not been achieved, details of any potential risks to completion or achievement (including reasons and steps taken or proposed steps to remediate);
- (e) actual expenditure and projected expenditure of Project Costs, including actual expenditure and projected expenditure of Funding and other funding for the Project and an allocation for each Project item against the Project Budgeted Costs;
- (f) details of any other funding for the Project, including any new funding sources or changes to existing funding sources;
- (g) details of any interest that has accrued on the Funding paid to the Recipient;
- (h) details of any savings associated with the Project Costs;
- (i) details of any Cost Overruns;
- (j) the Contingency spent and remaining unallocated Contingency; and
- (k) copies of agreements entered into between the Recipient and any other party in relation to the Project, not previously provided to the State.

Progress Report A report, for a Reporting Period, signed by the Accountable Officer, containing the following details (subject to Special Term 1.2(c)):

- (a) details of the extent to which each Project Milestone has been completed or not;
- (b) details of the extent to which each Project Outcome has been achieved or not (including the results of the Project Measurements);
- (c) where a Project Milestone has not been completed by its Milestone Latest Date, details of the reasons and steps taken or proposed steps to remediate;

- (d) details of Project Milestones expected to be completed in the next Reporting Period;
- (e) where a Project Milestone has not been completed but its Milestone Latest Date has not passed or a Project Outcome has not been achieved, details of any potential risks to completion or achievement (including reasons and steps taken or proposed steps to remediate);
- (f) details of total actual expenditure to the end of the period and projected expenditure of Project Costs;
- (g) details of any Cost Overruns;
- (h) the Contingency spent and remaining unallocated Contingency;
- (i) details of any upcoming media opportunities; and
- (j) copies of agreements entered into between the Recipient and any other party in relation to the Project, not previously provided to the State.

Report	A report referred to in Reference Item 9 (<i>Reporting</i>).
Report Due Date	For a Report, the date described as the 'Report Due Date' in Reference Item 9 (<i>Reporting</i>) for that Report.
Reporting Period	For a Report, the period described as the 'Reporting Period' in Reference Item 9 (<i>Reporting</i>) (if any) for that Report.
Start Date	The date of this document.

1.2 Reporting obligations

- (a) The Recipient must ensure that the State receives each Report by no later than the Report Due Date for that Report.
- (b) The Recipient must ensure that each Report is in a form acceptable to the State.
- (c) The State may provide the Recipient with reporting templates to assist the Recipient with its reporting obligations set out in this Special Term 1. Notwithstanding any of this Special Term 1, the State may amend the form of any Report (including by adding additional information requirements) at any time by notice to the Recipient.
- (d) To the extent that this Special Term 1 applies to an Acquittal Report, this Special Term 1 survives the cancellation, termination or expiry of any Funding Document.

2 Project Assets and Project Services

2.1 Definitions

In this document, these terms have the following meanings:

Project Asset Any good or item of property (including any interest in that good or item) that is acquired, created or otherwise brought into existence in connection with the Project using the Funding. It includes any goods or items of property that the State provides to the Recipient in connection with the Project.

Project Service Any service that is provided, created or otherwise brought into existence in connection with the Project using the Funding. It includes any services that the State provides to the Recipient in connection with the Project.

2.2 Procurement

Where the Recipient procures any Project Asset or Project Service from any person (other than the State), unless the State consents otherwise, the Recipient must:

- (a) ensure that all contracts having a value of:
 - (i) \$50,000 or less, are awarded on the basis that the Recipient has obtained at least three verbal quotes;
 - (ii) more than \$50,000 but less than or equal to \$250,000, are awarded on the basis that the Recipient obtained at least three written quotes; and
 - (iii) more than \$250,000, are awarded after a public tendering process;
- (b) not 'contract split' or use other methods to avoid the intent of this Special Term; and
- (c) comply with the Western Australian Government's Buy Local, Use of Aboriginal Business and waste minimisation policies or any other government policy of the State (in any capacity) as notified, referred or made available by the State to the Recipient (including by reference to an internet site) from time to time (available on request from the Department).

2.3 Use of Project Asset or Project Service

Unless the State consents otherwise (not to be unreasonably withheld), the Recipient must:

- (a) not use any Project Asset or any Project Service other than for the purposes of the Project;
- (b) not create or permit to subsist any Security Interest over any Project Asset or any Project Service;

- (c) not sell, transfer or otherwise dispose of any Project Asset or any Project Service other than for the purposes of the Project;
- (d) if applicable, the Recipient must register each Project Asset in its name; and
- (e) maintain in good working order and condition (ordinary wear and tear excepted) and keep safe and secure all Project Assets.

This Special Term 2.3 survives the cancellation, termination or expiry of this document for a period of five years.

3 Child safeguarding

- (a) If the Project involves 'child-related work' (as that term is defined in the *Working with Children (Screening) Act 2004 (WA) (WWC Act)*) then the Recipient must:
 - (i) receive an assessment notice under section 12 of the WWC Act for each person who will undertake 'child-related work' in connection with the Project before that person commences work in connection with the Project; and
 - (ii) comply, and ensure that all persons in connection with the Project comply, with the provisions of the WWC Act, at all times.
- (b) A breach of Special Term 3(a) is an Event of Default.
- (c) The Recipient must:
 - (i) implement the National Principles for Child Safe Organisations in relation to this document and the transactions contemplated by this document (see [Download the National Principles \(humanrights.gov.au\)](https://www.humanrights.gov.au));
 - (ii) undertake a child safe self-assessment in relation to this document and the transactions contemplated by this document (see <https://www.cits.wa.gov.au/department/child-safeguarding> or such other website as the Department notifies to the Recipient for this purpose from time to time); and
 - (iii) provide the State with a statement of compliance with Special Term 3(a) and Special Term 3(c), in form acceptable to the State, promptly following a request by the State and at the cost of the Recipient.

4 Bank Accounts

- (a) The Recipient must:
 - (i) maintain the Recipient Bank Account;

- (ii) ensure that the Funding, any *GST refund* referable to the Project and other amounts to be applied toward the Project (including any interest which accrued on the amount) are promptly upon receipt paid into the Recipient Bank Account and thereafter remain standing to the credit of the Recipient Bank Account until the amounts are applied toward the Project; and
- (iii) ensure that the Recipient Bank Account does not go into overdraft.
- (b) The Recipient must not enter into any arrangement under which the Funding or the benefit of the Recipient Bank Account may be applied, set-off or made subject to a combination of accounts.
- (c) If any interest accrues on the Funding and is paid to the Recipient, the State may direct the Recipient:
 - (i) to allocate and apply an amount equivalent to the interest towards Project Costs;
 - (ii) to pay an amount equivalent to the interest to the State; or
 - (iii) to retain an amount equivalent to the interest for its own purposes.
- (d) The Recipient must comply with any direction by the State pursuant to Special Term 4(c).

5 Project oversight

5.1 Definitions

In this document, these terms have the following meanings:

Contingency	The amount provided for 'Contingency' in the Project Budgeted Costs to the extent not allocated to any other item of Project Costs or funding in accordance with Special Term 5.7.
Cost Overrun	<p>At any time, the amount by which A exceeds B where:</p> <p>A is the latest estimate by the State of the aggregate projected Project Costs (plus any unallocated Contingency) to complete the Project; and</p> <p>B is the aggregate (without double counting) of the latest estimate by the State of the amount of unexpended funding that has been or will be received by the Recipient for Project Costs (plus any unallocated Contingency) and the amount standing to the credit of the Recipient Bank Account that is earmarked for Project Costs.</p>
Project Control Group	A group of persons (including an authorised representative of the Recipient and if applicable, an authorised representative of any contractor and any Project Manager)

expected to attend regular project control meetings in relation to the Project.

5.2 Development of Project Documents

- (a) The Recipient must promptly and in consultation with the State (including any State Monitor):
- (i) develop each of the following:
 - (A) the Project Budgeted Costs or an updated Project Budgeted Costs (as applicable); and
 - (B) the proposed Project Milestones, the proposed Milestone Latest Dates, the proposed Funding Instalments, the proposed further conditions precedent to each Funding Instalment and the method for achieving each Project Milestone by its Milestone Latest Date;
 - (ii) develop a set of draft drawings, plans and specifications for the Project that the Recipient proposes to be the Project Specifications;
- and submit each of the documents and information to the State for acceptance by no later than the date falling 10 Business Days before the Milestone Latest Date specified in the relevant Reference Item.
- (b) If the State accepts:
- (i) the draft documents referred to in Special Term 5.2(a)(ii), the draft document is the Project Specifications.
- (c) If the State does not accept any of the draft documents and information referred to in Special Term 5.2(a):
- (i) the State may give notice to the Recipient of the reasons for not accepting the draft document or information; and
 - (ii) the Recipient must revise the draft document or information to address the reasons given by the State (if any) and resubmit the draft document or information to the State for acceptance by no later than the date falling 20 Business Days after the State gives the notice referred to in Special Term 5.2(c)(i).
- (d) Following resubmission of any draft document or information pursuant to Special Term 5.2(c):
- (i) if the State accepts any draft document or information, Special Term 5.2(b) applies to that document or information; and
 - (ii) if the State does not accept any draft document or information, it is a Cancellation Event.
- (e) If the State accepts any document or information submitted to it pursuant to Special Term 5.2(a), the State may amend any part of the Reference Items (other than Reference Item 1 (*State*) or Reference Item 2

(*Recipient*) (including by adding, amending or deleting any part of any Reference Item) to reflect the documents and information accepted by the State (including the Project Business Case, the Project Specifications or the Project Documents, as applicable) in accordance with Special Term 5.2(f).

- (f) If this Special Term 5.2(f) applies, the State may give notice to the Recipient of the amended Reference Items (other than Reference Item 1 (*State*) or Reference Item 2 (*Recipient*)) (as applicable).
- (g) The parties must comply with this document as amended on and from the date specified in the notice referred to in Special Term 5.2(f) or, where there is no date specified, immediately.
- (h) Nothing in this Special Term limits the rights of the State under this document or at law.

5.3 Project Manager

- (a) The Recipient must promptly appoint a Project Manager in compliance with Special Term 5.3(d).
- (b) The Recipient must not change the terms of the appointment of the Project Manager unless the State has provided its prior consent to the change.
- (c) The Recipient must not terminate the appointment of any Project Manager unless:
 - (i) the Recipient appoints a replacement Project Manager in compliance with Special Term 5.3(d); or
 - (ii) the State gives its prior consent to the termination.
- (d) The Recipient must not appoint a Project Manager unless:
 - (i) the State has received evidence, in form and substance acceptable to the State, of the identity, experience and qualifications of the person to be appointed as Project Manager that demonstrates the person's suitability to act as a Project Manager; and
 - (ii) the State has provided its prior consent to the terms of the appointment.
- (e) The Recipient must pay the costs of any Project Manager. The Recipient may apply the Funding towards the costs of the Project Manager to the extent that the costs are Project Budgeted Costs and the Funding is allocated to those Project Budgeted Costs.
- (f) The Recipient must pass on to the Project Manager, and ensure the Project Manager has regard to, any recommendations of the State or any State Monitor as to the carrying out of the Project or the performance of any Project Document (including any transactions contemplated in those documents).

5.4 State Monitor

- (a) The State may appoint a State Monitor in connection with the Project or the performance of any Project Document (including any transactions contemplated in those documents).
- (b) If the State appoints a State Monitor:
 - (i) the State Monitor's services are provided solely for the benefit of the State;
 - (ii) the Recipient may not engage the State Monitor to provide any services in connection with the Project or any Project Document (including any transactions contemplated in those documents), without the prior consent of the State; and
 - (iii) the State Monitor has the same rights to information or access under this document as the State. If requested by the State, the Recipient must provide that information to the State Monitor.

5.5 Project Control Group undertakings

The Recipient must ensure that:

- (a) a Project Control Group is promptly established and thereafter maintained;
- (b) Project Control Group meetings are held at least monthly (or at such other times as the State may approve);
- (c) the State and the State Monitor (if any) receive not less than five Business Days' notice of any Project Control Group meeting (or, in the case of emergency, such notice as is practicable in the circumstances) including any meeting agenda;
- (d) an authorised representative of the State and the State Monitor (if any) is permitted to attend and make representations at each Project Control Group meeting;
- (e) all substantial issues relating to the Project or the performance of any Project Document (including any transactions contemplated in those documents) are raised for discussion at each Project Control Group meeting;
- (f) no material decision is taken with respect to such issues without prior discussion at a Project Control Group meeting;
- (g) the Project Control Group has due regard to any representations made by the State and the State Monitor (if any) at any Project Control Group meeting; and
- (h) the State and the State Monitor (if any) receives minutes of each Project Control Group meetings no later than five Business Days after the Project Control Group meeting.

5.6 Cost Overrun

- (a) If, at any time, a Cost Overrun occurs, the Recipient must ensure that the Cost Overrun is funded as and when it is determined.
- (b) A Cost Overrun shall be regarded as '**funded**' to the extent the Recipient provides evidence acceptable to the State that either the Recipient has:
 - (i) received additional committed funding for that Cost Overrun; or
 - (ii) deposited an amount into the Recipient Bank Account for that Cost Overrun.

5.7 Contingency

- (a) The Recipient may not utilise the Contingency except in accordance with this Special Term 5.7.
- (b) The Recipient may utilise an amount of the Contingency by allocating the amount to another item of Project Costs or funding in the Project Budgeted Costs where:
 - (i) the amount (together with each other amount utilised under this paragraph (i)) is no more than the Permitted Contingency Allowance (referred to in Reference Item 8 (*Permitted Project Amendments*)) in aggregate, without the consent of the State; or
 - (ii) the State gives its prior consent.
- (c) Where the Recipient utilises an amount of the Contingency in accordance with this Special Term 5.7, the relevant amount of Contingency is allocated and the Project Budgeted Costs is amended accordingly.

5.8 Permitted amendments

Notwithstanding General Term 7.2(b), the Recipient may amend a Project Document (other than the Project Budgeted Costs or the Project Business Case) where that amendment does not:

- (a) result in an increase in the Project Costs of more than the Permitted Cost Increase (Single) (referred to in Reference Item 8 (*Permitted Project Amendments*)) for any single change nor more than the Permitted Cost Increase (Aggregate) (referred to in Reference Item 8 (*Permitted Project Amendments*)) in aggregate;
- (b) increase the time to achieve any Project Milestone by more than the Permitted Time Increase (Single) (referred to in Reference Item 8 (*Permitted Project Amendments*)) for any single change nor more than the Permitted Time Increase (Aggregate) (referred to in Reference Item 8 (*Permitted Project Amendments*)) in aggregate nor, in any event, to a date being later than the Milestone Latest Date for the relevant final Project Milestone;
- (c) result in a Cost Overrun;

- (d) reduce the quality of the Works, render the Project unsuitable for the purpose for which it was originally intended or materially and adversely affect the likelihood of achieving any Project Outcome; and
- (e) require any new Project Authorisation to be obtained or breach the terms or conditions of any existing Project Authorisation.

5.9 Project Milestone completion notice

For each Project Milestone, the Recipient must give the State notice of the expected Milestone Completion Date as soon as reasonably practicable before the Milestone Completion Date (and the Recipient must use reasonable endeavours to give the notice no less than 10 Business Days prior to the Milestone Completion Date).

6 Step-in rights

6.1 Definitions

In this document, these terms have the following meanings:

Step-in Date	Has the meaning given in Special Term 6.2.
Step-in Notice	Has the meaning given in Special Term 6.2.
Step-in Period	The period starting on the Step-in Date and ending on the Step-out Date.
Step-out Date	Has the meaning given in Special Term 6.4(a).
Step-out Period	Has the meaning given in Special Term 6.4(a).

6.2 Step-in Notice

If an Event of Default subsists or the Recipient requests that the State exercises its rights under this Special Term, the State may, by giving notice to the Recipient (**Step-in Notice**), exercise its rights under this Special Term 6 on and from the date specified in the Step-in Notice or, where there is no date specified, immediately (**Step-in Date**).

6.3 Step-in Period

During a Step-in Period:

- (a) the State may take any step to manage and carry out the Project as determined by the State and having regard to the Project Outcomes and the events or circumstances giving rise to the relevant Step-in Notice;
- (b) if the State makes any payment to any third party pursuant to Special Term 6.3(a), the amount of the payment will be taken to be Funding made to the Recipient for the purposes of this document;
- (c) the Recipient may not exercise any right or perform any obligation in relation to the Project or the Project Documents, other than as directed by the State;

- (d) the Recipient must provide all reasonable assistance and comply with any direction of the State to enable the State to exercise its rights under this Special Term 6 and manage and carry out the Project; and
- (e) the State is not obliged to pay any Funding to the Recipient.

6.4 Step-out Notice

- (a) At any time after the State has issued a Step-in Notice, the State may, by giving notice to the Recipient (**Step-out Notice**), cease exercising its rights under this Special Term 6 on and from the date specified in the Step-out Notice or, where there is no date specified, immediately (**Step-out Date**).
- (b) The Step-out Notice may specify that the whole or any part of any Funding Instalment not made to the Recipient is cancelled or reduced whereupon the Funding Instalment is cancelled or reduced (and the Total Funding is cancelled or reduced by the same amount) on and from the date specified in the notice or, where there is no date specified, immediately.
- (c) On and from the Step-out Date, the Recipient has all the rights that it had before the relevant Step-in Notice was given, except that all steps taken by the State under Special Term 6.3 during the Step-in Period will be taken to have been taken by the Recipient.
- (d) Nothing in this Special Term prevents the State from giving further Step-in Notices or limits the rights of the State under this document or at law.

6.5 Indemnity

- (a) The Recipient indemnifies, must keep indemnified, and holds harmless, the State and its officers, employees and agents against any Claim, Liability, costs, charges or expenses arising out of or relating to the State exercising or attempting to exercise a right or remedy in connection with this Special Term 6.
- (b) The Recipient releases the State and its officers, employees and agents from all Liability incurred by the Recipient in relation to the State exercising or attempting to exercise a right or remedy in connection with this Special Term 6 and agrees that it will not make a Claim against the State or any State Associate in relation to the State exercising or attempting to exercise a right or remedy in connection with this Special Term 6.
- (c) This Special Term 6.5 may be pleaded by the State or any State Associate as a bar to any proceedings commenced by the Recipient against them in relation to the State exercising or attempting to exercise a right or remedy in connection with this Special Term 6.

7 Additional Project Documents

For the purposes of the definition of 'Project Document', each of the following documents is an additional Project Document:

- (a) Any document which describes an agreement between the Recipient and a third party to carry out works associated with the Project.

8 Additional Funding Documents

For the purposes of the definition of 'Funding Document', each of the following documents is an additional Funding Document:

- (a) Any document which describes an agreement between the Recipient and a third party for additional funding specifically allocated towards any works associated with the Project.

The parties agree that each Funding Document is a 'Funding Document' under and for the purposes of each other Funding Document.

9 Amendments to General Terms

No amendments to General Terms.

Schedule 3

General Terms (version January 2026)

Certain words and expressions are defined in General Term 22.

1 Funding available

1.1 Grant of Funding

Subject to the terms of this document, the State makes Funding available to the Recipient in an aggregate amount equal to the Total Funding.

1.2 Purpose

- (a) The Recipient must apply the Funding towards the Project and, if applicable, the Project Budgeted Costs, in accordance with this document. The Recipient may not apply the Funding for any other purpose.
- (b) The State is not bound to monitor or verify the application of any Funding.

1.3 No indexation

None of the Total Funding is subject to indexation.

2 Conditions precedent to Funding

The State will only be obliged to comply with General Term 3 (*Making Funding*) if on the date that the State is otherwise obliged to provide the Funding:

- (a) in the case of the first Funding, the State has received all of the documents and other evidence listed in Reference Item 10 (*Initial conditions precedent to the first Funding Instalment*), in form and substance acceptable to the State;
- (b) in the case of each Funding, the State has received all of the documents and other evidence listed in Reference Item 11 (*Further conditions precedent to each Funding Instalment*) for that Funding, in form and substance acceptable to the State; and
- (c) no Default nor Cancellation Event is continuing or would result from the Funding.

3 Making Funding

- (a) If the conditions set out in this document have been met, the State must provide each Funding Instalment for each Funding Milestone by no later than the date falling 40 Business Days after the date that the conditions precedent in General Term 2 (*Conditions precedent to Funding*) for that Funding Instalment and Funding Milestone were first met.
- (b) The payment of the Funding under this document at any time is conditional upon the State determining that it has sufficient monies available for the making of the Funding in whole or in part, at that time.

4 Representations

The Recipient makes the representations and warranties set out in this General Term 4 (*Representations*) to the State on the date of this document (except to the extent that the Recipient has disclosed to the State and the State has given its prior consent to the matter disclosed):

4.1 Status

- (a) It is a corporation, duly incorporated and validly existing under the laws of its jurisdiction of incorporation.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

4.2 Binding obligations

The obligations expressed to be assumed by it in each Material Document to which it is a party are (subject to any necessary stamping and Authorisations, equitable principles and laws generally affecting creditors' rights) legal, valid, binding and enforceable obligations, admissible in evidence in its jurisdiction of incorporation and all such Authorisations have been obtained or effected and are in full force and effect.

4.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Material Documents do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets where to do so would or is reasonably likely to be materially adverse to the interests of the State under the Material Documents,

and, other than as notified to the State in accordance with General Term 11.1(a), does not give rise to any actual, perceived or potential conflict of interest for the Recipient or its officers or any of its employees, agents, contractors or volunteers connected to the Project.

4.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Material Documents to which it is a party and the transactions contemplated by those Material Documents.

4.5 No default

No Event of Default nor Cancellation Event is continuing or might reasonably be expected to result from providing any Funding or the entry into, the performance of, or any transaction contemplated by, any Material Document.

4.6 Disclosure

- (a) It has disclosed in writing to the State all facts known to it which it believes would reasonably be expected to be material to its ability to perform its obligations under the Material Documents.
- (b) Any factual information provided by or on behalf of it (excluding projections) in writing to the State in connection with the Material Documents and the transactions they contemplate was true and accurate in all material respects and not misleading as at the date it was provided or as at the date (if any) at which it is stated.

4.7 No proceedings

- (a) No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency nor any investigations by any Governmental Agency nor any audit qualification are (to the best of its knowledge and belief) current, threatened or pending against it which are reasonably likely to be determined adversely and if adversely determined, would reasonably be expected to have a Material Adverse Effect.
- (b) No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any Governmental Agency has (to the best of its knowledge and belief) been made against it and which has or is reasonably likely to have a Material Adverse Effect.
- (c) Neither the Recipient nor any officer of the Recipient has been convicted of a criminal offence that is punishable by imprisonment or detention.

4.8 Contact Officer

Any person specified as a Contact Officer is authorised to sign and give notices on its behalf except where it has previously notified the State that the authority has been revoked.

4.9 GST status

The Recipient is either registered for *GST* or not registered for *GST*, as specified in Reference Item 2 or as most recently notified by the Recipient to the State under General Term 5.1(a).

4.10 Trust

- (a) If the Recipient is not described in Reference Item 2 (*Recipient*) as acting as trustee of a trust, it does not enter into any Material Document as trustee of any trust.
- (b) If the Recipient is described in Reference Item 2 (*Recipient*) as acting as trustee of the Trust:
 - (i) it is the only trustee of the Trust and (to the best of its knowledge and belief) no action has been taken to remove it as trustee of the Trust or to appoint an additional trustee to the Trust;
 - (ii) it has the power under its Trust constituent documents and it has obtained all necessary Authorisations to enter into the Material Documents and the transactions they contemplate, exercise its rights under them and comply with its obligations in connection with them as trustee of the Trust and in doing so it has acted in the proper performance of its duties;
 - (iii) the Trust is properly constituted and no action has been taken to terminate or resettle the Trust;
 - (iv) each copy of its Trust constituent documents given to the State on or before the date of this document is a true and up to date copy and discloses all the terms of the Trust, other than those implied by law and constitute legal, valid, binding and enforceable obligations of the parties to them; and
 - (v) it has the right to be indemnified and reimbursed out of the Trust assets to satisfy its obligations arising under or in connection with the Material Documents to which it is a party and the transactions they contemplate without reduction or restriction.

4.11 Repetition

The representations and warranties are deemed to be made by the Recipient by reference to the facts and circumstances then existing on each day until the cancellation, termination or expiry of this document.

5 Information undertakings

5.1 Provide information

The Recipient must provide to the State:

- (a) notice of any change to the GST registration status of the Recipient, promptly (and no later than 5 Business Days) after becoming aware of its occurrence;
- (b) notice of any Default or Cancellation Event (and the steps, if any, being taken to remedy it), promptly upon becoming aware of its occurrence;

- (c) notice if, in the opinion of the Recipient, the Recipient will not, or is unlikely to, comply with any provision of any Funding Documents, promptly upon becoming aware of its occurrence;
- (d) the details of any litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency or any investigations by any Governmental Agency or any audit qualification which are current, threatened or pending against it, and which, if adversely determined, would reasonably be expected to have a Material Adverse Effect, promptly upon becoming aware of them;
- (e) the details of any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any Governmental Agency or other regulatory body which is made against it and which has or is reasonably likely to have a Material Adverse Effect, promptly upon becoming aware of them;
- (f) the details of any fraud, corruption or unlawful or malicious act or omission with regards to the Project, the Funding, any Material Document (including any transactions contemplated in those documents) or, in general, by any of its officer or by any of its employees, agents, contractors or volunteers connected to the Project, promptly upon becoming aware of its occurrence; and
- (g) such further information or records regarding its financial condition, business or operations, the Project (including implementation, performance and progress), any Material Document (including any transactions contemplated in those documents), any subcontracting arrangements for the Project, the availability or timing of other funding for the Project, Funding expenditure or the Project Costs, as the State may reasonably request, promptly following request.

5.2 Meeting

If the State requests that the Recipient attend a meeting (on reasonable notice, at a reasonable time and at a reasonable location), the parties must attend and participate in good faith in that meeting to discuss any item referred to in General Term 5.1(g). The Recipient must be represented by its Contact Officer and any other person that the State requests (acting reasonably).

5.3 Keep records

The Recipient must:

- (a) keep and maintain accurate, complete, up-to-date, properly detailed information and written records of income, funding, expenditure, works, activities, progress, setbacks, problems and business and commercial arrangements and dealings in connection with the Project or any Material Document (including any transactions contemplated in those documents) and ensure that financial statements can be prepared in accordance with GAAP; and

- (b) ensure that an Auditor can audit the records required in General Term 5.1 and this General Term 5.3 in accordance with Australian Auditing Standards.

6 General undertakings

6.1 Authorisations

The Recipient must promptly obtain, comply with and do all that is necessary to maintain in full force and effect any Authorisation required under any law or regulation of a relevant jurisdiction:

- (a) to enable it to perform its obligations under the Material Documents and to ensure the legality, validity, enforceability or admissibility in evidence of any Material Document;
- (b) to own its assets and carry on its business as it is being conducted; and
- (c) to carry out the Project.

6.2 Compliance with laws and policies

- (a) The Recipient must comply in all respects with all laws which are relevant to the Project or any Material Document (including any transactions contemplated in those documents). The Recipient must comply in all material respects with all other laws.
- (b) The Recipient must, in carrying out its obligations under any Funding Document, comply with any of the government policies of the State (in any capacity) as notified, referred or made available by the State to the Recipient (including by reference to an internet site) from time to time.

6.3 Use of Funding

Notwithstanding General Term 1.2(a), the Recipient must:

- (a) not create or permit to subsist any Security Interest over any Funding;
- (b) not use the Funding for investment purposes, to provide a loan to any person, to give any form of credit or other financial support;
- (c) not use any Funding for any purpose relating to any litigation, arbitration or administrative proceedings or investigations or any audit qualification or any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any Governmental Agency or other regulatory body;
- (d) only spend Funding in a commercially prudent, sensible, efficient, effective and reasonable manner;
- (e) spend the Funding in accordance with any reasonable direction from the State;
- (f) ensure that no misappropriation of funds occurs; and

- (g) establish a separate account or cost centre within its financial system to record transactions associated with the Project and the Funding.

6.4 Conduct

The Recipient must:

- (a) carry out its obligations under the Funding Documents with integrity, good faith and probity in accordance with good corporate governance practices; and
- (b) cooperate fully with the State in the administration of the Funding Documents.

6.5 Trust

If the Recipient is described in Reference Item 2 (*Recipient*) as acting as trustee of the Trust, it must take all steps available to it to ensure it is actually indemnified out of its Trust assets to discharge any liability arising under or in connection with the Funding Documents or the transactions they contemplate when that liability is payable.

7 Project undertakings

7.1 Project

- (a) The Recipient must ensure that the Project is promptly commenced and is diligently carried out and is completed:
 - (i) in accordance with the Project Authorisations, applicable law, the Project Specifications, the Funding Documents and (to the extent not inconsistent with the Funding Documents) the Project Documents;
 - (ii) in a competent, diligent and professional manner, using materials of good quality which are fit for their respective purposes; and
 - (iii) otherwise in a manner acceptable to the State.
- (b) The Recipient must ensure that each Project Milestone occurs by no later than the Milestone Latest Date for that Project Milestone.
- (c) If the Recipient subcontracts any obligation under this document, the Recipient remains responsible for that obligation to the State.
- (d) The Recipient must ensure each of the State and its authorised representative has access to any property in connection with the Project, at all reasonable times and subject to compliance with any safety requirements, for the purpose of the Project.
- (e) The Recipient must not make any changes to the Project without the prior consent of the State.
- (f) The Recipient agrees that:
 - (i) nothing in any Funding Document; and

- (ii) no act or omission (including any consent, approval, acceptance or satisfaction) by the State or any State Associate in connection with the Project or any Material Document (including any transactions contemplated in those documents) or any appointment in connection with the Project,

in any event, will:

- (iii) constitute an endorsement by the State or its representatives of any goods or services provided to or by the Recipient, any Works or undertakings by or on behalf of the Recipient or the Project or any Project Document (including any transactions contemplated in those documents);
- (iv) excuse the Recipient from the due performance of any of its obligations under the Material Documents; nor
- (v) be acceptance of responsibility for, nor any representation to the Recipient about, the suitability, experience, or qualifications of any appointment nor any Project Document (including the transactions contemplated in those documents) nor the completion of any of the Works or the Project.

7.2 Project Documents

- (a) The Recipient must:
 - (i) exercise its rights and comply with its obligations under each Project Document, in all material respects; and
 - (ii) take all commercially reasonable steps to ensure (so far as this is within its control) that others comply with their obligations under each Project Document,

in a manner consistent with the Recipient's obligations under the Funding Documents and in a proper and timely manner.

- (b) The Recipient must not make or agree to any amendment, supplement, waiver, release or termination in respect of any Project Document without the prior consent of the State.
- (c) The Recipient must promptly:
 - (i) notify the State of any proposed amendment, supplement, waiver, release or termination in respect of any Project Document; and
 - (ii) supply to the State copies of any such amendment, supplement, waiver, release or termination made or given.

7.3 Project Costs

- (a) The Recipient is responsible for and must pay all Project Costs when due and payable.

- (b) If any savings associated with the Project Costs arise, the State may direct the Recipient:
 - (i) to reallocate and apply an amount of the savings to another Project Cost; or
 - (ii) to pay an amount equivalent to the savings to the State.
- (c) The Recipient must comply with any direction by the State pursuant to General Term 7.3(b).
- (d) The Recipient acknowledges that the Total Funding is the maximum total commitment towards the Project by the State (acting through the Department) and that the Recipient is responsible for any shortfall in funding to complete the Project.

7.4 Intellectual Property rights

- (a) Subject to General Term 7.4(b), the Intellectual Property Rights in the Project IP Material vests in the Recipient.
- (b) Nothing in this document affects the ownership of any Intellectual Property Rights in any Non-Project IP Material or State IP Material.
- (c) The State grants to the Recipient a non-exclusive, royalty-free licence to use, exploit, adapt, modify, publish, reproduce, communicate and distribute any State IP Material solely for the purpose of performing the obligations of the Recipient under this document. The Recipient must return or destroy (at the State's option) all State IP Material to the State at the cancellation, termination or expiry of this document.
- (d) The Recipient grants, and must ensure that any other owner of any Intellectual Property Rights in any Project IP Materials grants, to the State, an unconditional, irrevocable, perpetual, non-exclusive, free licence to use, exploit, adapt, modify, publish, reproduce, communicate, distribute and commercialise all Project IP Materials (including the right to sub-licence) (**State IP Licence**). Promptly following a request from the State, the Recipient must provide the State with a copy of the Project IP Material in the format that the State reasonably requests.
- (e) The Recipient represents and warrants that:
 - (i) it has the right to grant the State IP Licence;
 - (ii) the use of the Project IP Materials as contemplated in this document (including the grant of the State IP Licence) does not and will not infringe any Intellectual Property Rights of any person; and
 - (iii) in respect of any Project IP Material that comprises Intellectual Property Rights in paragraph (c) of that defined term, the Recipient has or will obtain the written consent from the author of those rights to the grant of the State IP Licence.

8 Insurance

8.1 Insurance cover

The Recipient must ensure that at all times from the date of the first Funding, insurance policies are taken out and thereafter maintained in full force and effect, which:

- (a) insure the Recipient in respect of its interests in the Project and the property, plant and machinery that it uses to carry out the Project (including for all commercial normal insurable risks of loss or damage) for their full replacement value;
- (b) provide for contractor's all risks insurance covering contractors and sub-contractors in respect of the Project;
- (c) provide for professional indemnity insurance covering contractors, sub-contractors and consultants with a design responsibility in respect of the Project;
- (d) include public liability and third party liability insurance;
- (e) include workers' compensation insurance; and
- (f) insure such other risks as a prudent and responsible person carrying out the same business or ordinary activities as the Recipient and the Project would insure,

in each case with a reputable insurer in the manner and to the extent which is in accordance with prudent and responsible practices having regard to the nature of the business or ordinary activities and assets of the Recipient and the Project (including all insurance required by applicable law).

8.2 Insurance policy requirements

The Recipient must provide:

- (a) a written statement by the Recipient of the applicable insurance cover held by the Recipient; and
- (b) a copy of any policy of insurance, a certificate of currency, and receipts for premiums in connection with any policy of insurance,

promptly following a request from the State.

9 Indemnity and release

- (a) The Recipient indemnifies, must keep indemnified, and holds harmless, the State and its officers, employees and agents against any Claim or Liability arising out of or relating to:
 - (i) any breach of any Funding Document by the Recipient;
 - (ii) any act or omission of the Recipient or its officers, employees, agents, contractors or volunteers which relates to the Project or

- any Material Document (including any transactions contemplated in those documents); or
- (iii) any breach of a law by the Recipient or any of its officers, employees, agents, contractors or volunteers which relates to the Project or any Material Document (including any transactions contemplated in those documents).
- (b) The State is not responsible for the success or otherwise of the Project or for any Losses suffered or incurred by the Recipient in undertaking the Project.
 - (c) The Recipient releases the State and its officers, employees and agents from all Liability incurred by the Recipient in relation to the Project or any Material Document (including any transactions contemplated in those documents) and agrees that it will not make a Claim against the State or any State Associate in relation to the Project or any Material Document (including any transactions contemplated in those documents).
 - (d) This General Term 9 may be pleaded by the State or any State Associate as a bar to any proceedings commenced by the Recipient against them in relation to the Project or any Material Document (including any transactions contemplated in those documents).

10 Co-operation

Without limiting any other obligation of the Recipient under any Funding Document, the parties must:

- (a) work co-operatively at the senior management and officer levels;
- (b) maintain open communication, both formal and informal, to progress the objectives of the Material Documents, to enhance the knowledge of the parties in service delivery practices and to ensure effective expenditure of public moneys;
- (c) share information and knowledge as practicable; and
- (d) advise any shared stakeholders about arrangements between the parties.

11 Conflicts of interest and probity

11.1 Conflicts of interest

- (a) If any actual, perceived or potential conflict of interest for the Recipient or its officer or its employees, agents, contractors or volunteers connected to the Project arises, the Recipient must:
 - (i) promptly notify the State that the conflict of interest has arisen and provide full details; and

- (ii) take steps, in consultation with the State, to resolve or otherwise deal with the conflict of interest, to the State's satisfaction.
- (b) The Recipient must not offer or give or agree to give any State Associate any gift or consideration of any kind as an inducement or reward for doing or forbearing to do any act in relation to the entering into or performance of any Funding Document (including any transactions contemplated in those documents).
- (c) If:
 - (i) the Recipient or any of its officers, employees, agents, contractors or volunteers has employed, engaged or has otherwise involved any person, directly or indirectly, in connection with any Funding Document; and
 - (ii) that person is required to be registered as a 'lobbyist' in accordance with the *Integrity (Lobbyist) Act 2016 (WA)*,
the Recipient must ensure that that person is duly registered as a 'lobbyist' and has fully complied with its obligations under it in connection with any Funding Document.

11.2 Probity

- (a) If the Recipient considers that a Probity Event has occurred or may occur, the Recipient must promptly notify the State including a description of the event or circumstances giving rise to the occurrence (or possible occurrence) of the Probity Event.
- (b) The State may enquire with the Recipient in relation to any event or circumstances which in the opinion of the State may constitute a Probity Event by giving notice to the Recipient and the Recipient must provide the State with full details of the event or circumstances or other matters requested by the State promptly, and in any event no later than five Business Days following a notice under this General Term 11.2(b).
- (c) At any time following a notice under General Term 11.2(a) or General Term 11.2(b), if the State considers, on reasonable grounds, that a Probity Event has occurred, the State may issue a notice to the Recipient requiring a meeting on or before a specified date. By no later than the specified date, the Recipient must meet with the State in good faith and discuss the relevant event, circumstances or matters to agree on a course of actions (including a timeframe) to be taken by the Recipient to resolve such Probity Event. If the parties agree on a course of action, then the Recipient must ensure that the actions are taken within the timeframe.
- (d) If:
 - (i) the Recipient fails to attend the meeting referred to in General Term 11.2(c); or

- (ii) the parties are unable to agree on a course of actions (including a timeframe) within five Business Days of the meeting referred to in General Term 11.2(c),

then the State may give notice to the Recipient setting out the course of actions (including timeframe) that the State requires the Recipient to take to address the adverse effects of the Probity Event which may include any of the following:

- (iii) terminating any contract, arrangement or understanding;
- (iv) procuring that a person ceases to have shares, membership interests, entitlements, contracts, arrangements, understandings, significant influence or power of control over the Recipient; or
- (v) removing a person from any involvement with the Project.

12 Review

- (a) The State may carry out, or appoint a third party reviewer to carry out, a Review at any time.
- (b) If the State exercises its rights under General Term 12(a):
 - (i) the State will notify the Recipient that the State has exercised its rights; and
 - (ii) the Recipient must do everything in its power to ensure any Review can be carried out promptly, completely and accurately. Without limitation, it must co-operate fully with the Review and ensure that the State and its reviewer are given access to all premises and records of the Recipient and are given all information concerning the Recipient which they require from time to time.

13 Events of Default

Each of the events or circumstances set out in this General Term 13 is an Event of Default.

13.1 Non-compliance

- (a) The Recipient does not comply with General Term 7.1(b).
- (b) The Recipient persistently, regularly, consistently or continually does not comply with any provision of the Funding Documents.
- (c) In the opinion of the State (acting reasonably), the Recipient will not, or is unlikely to, comply with any provision of the Funding Documents.
- (d) The Recipient does not comply with any provision of the Funding Documents (other than a provision contained in General Term 7.1(b)) or with any condition of any waiver or consent by the State under or in

connection with any Funding Document which the Recipient has accepted as a condition.

- (e) No Event of Default under General Term 13.1(d) will occur if the failure to comply is capable of remedy and is remedied within 10 Business Days of the State giving notice to the Recipient.

13.2 Misrepresentation

- (a) Any representation or statement made or deemed to be made by the Recipient in the Funding Documents is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.
- (b) No Event of Default under General Term 13.2(a) will occur in relation to a representation or statement made or deemed to be made if the incorrect or misleading representation or statement is capable of remedy and is remedied within 10 Business Days of the State giving notice to the Recipient.

13.3 Insolvency

An Insolvency Event occurs in relation the Recipient.

13.4 Unlawfulness and invalidity

Due to any act or omission of the Recipient:

- (a) it is or becomes unlawful for any party to perform any of its obligations under the Funding Documents; or
- (b) a provision of a Funding Document is not or ceases to be legal, valid, binding, enforceable or effective (or is alleged to be so by a party to it (other than the State)) and the cessation has a Material Adverse Effect.

13.5 Cessation or abandonment

- (a) The Recipient suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business or ordinary activities.
- (b) The Recipient abandons all or a significant part of the Project.
- (c) No Event of Default under General Term 13.5(b) will occur if the Project Business Case provides for a projected abandonment period and the actual abandonment period does not exceed the projected abandonment period.

13.6 Criminal activity

- (a) Any officer of the Recipient is convicted of a criminal offence that is punishable by imprisonment or detention.
- (b) The Recipient is convicted of a criminal or statutory offence that is punishable by a fine or penalty of \$10,000 or more.

13.7 Conflict of interest or Probity Event

- (a) If the Recipient does not comply with General Term 11.1(a) or the conflict of interest (as notified to the State under General Term 11.1(a)) is not resolved or otherwise dealt with to the State's satisfaction.
- (b) The Recipient fails to comply with a course of action agreed under General Term 11.2(c) or notified to the Recipient under General Term 11.2(d).
- (c) A Probity Event occurs which, in the opinion of the State, is not capable of resolution.
- (d) Any event or circumstance occurs which, in the opinion of the State, has or is reasonably likely to have a material adverse effect on the reputation of the State (in any capacity) in connection with the Project or any Material Document (including any transactions contemplated in those documents).

13.8 Trust

If the Recipient is described in Reference Item 2 (*Recipient*) as acting as trustee of the Trust, the Trust is terminated or wound up or a resolution is passed or an order is made or the Recipient is obliged to terminate or wind up the Trust.

13.9 Material Adverse Effect

Any event or circumstance occurs which, in the opinion of the State, has or is reasonably likely to have a Material Adverse Effect.

13.10 Other Event of Default

Any event or circumstance which is an 'Event of Default' in the Special Terms or any Funding Document.

14 Cancellation Events

Each of the events or circumstances set out in this General Term 14 is a Cancellation Event.

14.1 Unlawfulness and invalidity

- (a) It is or becomes unlawful for any party to perform any of its obligations under the Funding Documents; or
- (b) a provision of a Funding Document is not or ceases to be legal, valid, binding, enforceable or effective (or is alleged to be so by a party to it (other than the State)) and the cessation has a Material Adverse Effect, other than due to any act or omission of the Recipient.

14.2 Force Majeure

A Force Majeure which results in the Recipient being prevented or delayed from performing any of its obligations under this document for a period of more than 6 months.

14.3 Change in law

There is a change in law or government policy applicable to any Funding Document.

14.4 Other Cancellation Event

Any event or circumstance which is a 'Cancellation Event' in the Special Terms or any Funding Document.

15 Rights on particular events**15.1 Rights trigger**

- (a) On and at any time after the occurrence of an Event of Default which is continuing:
 - (i) the State may, by notice to the Recipient, exercise any of the Cancellation Rights and the Repayment Rights; and
 - (ii) the State has no further obligation to pay the Recipient any part of the Total Funding which has not yet been paid to the Recipient.
- (b) On and at any time after the occurrence of a Cancellation Event which is continuing, the State may, by notice to the Recipient, exercise any of the Cancellation Rights.
- (c) If the State makes a determination under General Term 3(b), the State may (acting reasonably), by notice to the Recipient, exercise any of the Cancellation Rights.

15.2 Cancellation Rights

- (a) If the State is entitled to exercise any Cancellation Rights or any Repayment Rights, the State may, do any or all of the following:
 - (i) terminate any Funding Document, in whole or in part, whereupon the document or that part of the document terminates on and from the date specified in the notice (**Cancellation Notice**) or, where there is no date specified, immediately (**Cancellation Date**);
 - (ii) if the State gives a Cancellation Notice to the Recipient, demand repayment to the State of any Funding, in whole or in part, paid to the Recipient (including any interest which accrued on that Funding) and that has not been spent or committed in accordance with this document by the Cancellation Date specified in the Cancellation Notice, and the Recipient must repay that amount to the State by the date falling 20 Business Days after the Cancellation Date specified in the Cancellation Notice (or such later repayment date, if any, specified in the Cancellation Notice);
 - (iii) suspend the performance of any Funding Document, in whole or in part, whereupon the State is no longer obliged to perform its obligations under any Funding Document or that part of any

Funding Document on and from the date specified in the notice or, where there is no date specified, immediately;

- (iv) cancel or reduce any unpaid Funding Instalment, in whole or in part, whereupon that amount of the Funding Instalment is cancelled or reduced (and the Total Funding is cancelled or reduced by the same amount) on and from the date specified in the notice or, where there is no date specified, immediately; or
 - (v) amend any part of the Reference Items (other than Reference Item 1 (*State*) or Reference Item 2 (*Recipient*)) (including by adding, amending or deleting any part of any Reference Item) to mitigate the event or circumstance giving the State the right to exercise a Cancellation Right (in the State's determination) in accordance with General Term 15.2(b).
- (b) If this General Term 15.2(b) applies, the State may give notice to the Recipient of the amended Reference Items (other than Reference Item 1 (*State*) or Reference Item 2 (*Recipient*)) (as applicable).
 - (c) The parties must comply with this document as amended on and from the date specified in the notice referred to in General Term 15.2(a)(v) or, where there is no date specified, immediately.

15.3 Repayment Rights

If the State is entitled to exercise any Repayment Rights and the State gives a Cancellation Notice to the Recipient, the State may, by notice to the Recipient, demand repayment to the State of any Funding, in whole or in part, paid to the Recipient (including any interest which accrued on that Funding) and that has been spent or committed and the Recipient must repay that amount to the State by the date falling 20 Business Days after the Cancellation Date specified in the Cancellation Notice (or such later repayment date, if any, specified in the Cancellation Notice).

15.4 Repayment or cancellation of Funding

If:

- (a) any Funding paid to the Recipient (including any interest which accrued on that Funding) has not been spent or committed in accordance with this document as at the cancellation, termination or expiry of this document;
- (b) any Funding paid to the Recipient (including any interest which accrued on that Funding) cannot, by reconciliation or audit of the records maintained by the Recipient or as reported by the Recipient to the State, be shown to the satisfaction of the State to have been spent or committed in accordance with this document;
- (c) any Funding paid to the Recipient (including any interest which accrued on that Funding) is additional to the requirements of the Project; or

- (d) any unpaid Funding Instalment, in whole or in part, is additional to the requirements of the Project,

the State may, by notice to the Recipient:

- (e) in the case of paragraph (a) to paragraph (c):
 - (i) require the Recipient to repay that amount to the State; or
 - (ii) require the Recipient to deal with that amount as directed by the State,

and the Recipient must do so by the date falling 20 Business Days after the date of the notice (or such later date, if any, specified in the notice);
or

- (f) in the case of paragraph (d), cancel or reduce any unpaid Funding Instalment by that additional amount. If any Funding Instalment is cancelled or reduced, the Total Funding is also cancelled or reduced by the same amount.

15.5 Continuing performance

If the State terminates any Funding Document or suspends performance of any Funding Document, in part, each party must continue to perform its obligations that are not terminated or suspended.

15.6 No limitation

Nothing in this General Term 15 limits the rights of the State under this document or at law.

16 Payments

- (a) If the State is obliged to make any payment to the Recipient under this document, the State must make the payment by electronic funds transfer to the Recipient Bank Account.
- (b) If the Recipient is obliged to make any payment to the State under this document, the Recipient must make the payment to the State in the manner that the State notifies to the Recipient from time to time.
- (c) All amounts payable under this document must be paid in Australian dollars.
- (d) If a party accepts a payment under this document in a currency other than Australian dollars, that payment will not satisfy the amount due for payment except to the extent that the accepting party could in the ordinary course of its business buy with the payment received Australian dollars for the total amount due for payment (after the deduction of all costs relating to the purchase) within a reasonable time of receipt.
- (e) If the Recipient fails to pay any amount payable by it under any Funding Document on its due date and in the manner provided in the Funding Document, the Recipient must pay the State interest on such sum from

the due date of payment until but excluding the date such sum is paid in full (both before and after judgment), at the rate that is 6.00% (per annum) above the cash rate target (per annum) last published by the Reserve Bank of Australia, calculated on the actual number of days elapsed on the basis of a 365 day year. Interest accrues and compounds daily and is payable on demand.

- (f) A party may appropriate any payment towards the satisfaction of any money payable by the other party in relation to this document in any way that the first-mentioned party decides and despite any purported appropriation by the other party.
- (g) The State may, but need not, set off any matured obligation due from the Recipient to the State under the Funding Documents against any obligation owed (whether matured or not) by the State to the Recipient.

17 Tax

17.1 GST general

- (a) Expressions relating to *GST* or the GST Act, set out in italics in this document, bear the same meaning as those expressions in the GST Act.
- (b) The Recipient agrees to pay all taxes, duties and government charges imposed or levied in Australia in connection with the performance of this document, except as provided by this document.
- (c) If *GST* is payable by a supplier on any *supply* made under this document, the *recipient* of the *supply* will pay to the supplier an amount equal to the *GST* payable on the *supply*, in addition to and at the same time that the *consideration* for the *supply* is to be provided under this document.
- (d) If the Recipient is not registered for *GST* and does not have an Australian Business Number, the Recipient must investigate their eligibility to obtain an Australian Business Number with the Australian Tax Office. If the Recipient does not have an Australian Business Number, an amount of each Funding Instalment will be withheld and forwarded to the Australian Tax Office on behalf of the Recipient, as per tax legislation.
- (e) Notwithstanding any other provision of this document or any law, the obligation of the State to pay any *GST* on any *supply* by the Recipient under this document is conditional upon the prior issue by the Recipient to the State of a *tax invoice* or, at the State's election, the State raising a *recipient created tax invoice*, for the *supply*, in accordance with General Term 17 (*Tax*).

17.2 Recipient created tax invoice

- (a) If the Recipient is registered for *GST*, the State may raise a *recipient created tax invoice* for any Funding Instalment. If so, this General

Term 17.2 applies to govern the terms of the *recipient created tax invoice*.

- (b) If this General Term 17.2 applies:
- (i) if any *supply* is made by the Recipient after the date of this document in connection with the Funding, the State may issue a *recipient created tax invoice* in respect of the *supply* and the Recipient will not issue a *tax invoice* in respect of that *supply*;
 - (ii) the Recipient and the State may agree that the provisions of the agreement to use *recipient created tax invoices* will not apply in respect of a particular *supply*, in which case the Recipient must issue a *tax invoice* in respect of that *supply*; and
 - (iii) the State or the Recipient may terminate an agreement to use *recipient created tax invoices* at any time by giving notice to the other party.

17.3 Duty

- (a) As between the parties, the Recipient is liable for, must pay, and indemnify the other party for, all stamp duty, duty, or like duties or imposts (**Duty**) (including any fine, interest or penalty) payable or assessed on or in connection with:
- (i) any Funding Document;
 - (ii) any document executed under or required by or contemplated by any Funding Document; and
 - (iii) any transaction evidenced, effected or contemplated by a document referred to in General Term 17.3(a)(i) or General Term 17.3(a)(ii).
- (b) If a party other than the Recipient pays any Duty referred to in General Term 17.3(a) (including any fine, interest or penalty), in whole or in part, the Recipient must reimburse the paying party without set-off or deduction immediately on demand.

18 Notices

18.1 General

A notice, demand, certification, process or other communication relating to any Funding Document must be in writing in English and, where to be given by a party, must be given by that party's Contact Officer or other authorised signatory. If the receiving party requests the sending party to provide evidence of a signatory's authority (acting reasonably), the sending party must promptly provide such evidence.

18.2 How to give a communication

In addition to any other lawful means, a communication relating to any Funding Document may be given by being:

- (a) personally delivered;
- (b) left at the party's current delivery address for notices;
- (c) sent to the party's current postal address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) emailed to the current email address for notices (as a portable document format file).

18.3 Particulars for delivery of notices

- (a) The particulars for delivery of notices relating to any Funding Document for a party are initially set out in the Reference Item for that party.
- (b) Any party may change its particulars for delivery of notices relating to any Funding Document by no less than five Business Days' notice to the other party.

18.4 Communications by post

Subject to General Term 18.6, a communication relating to any Funding Document is given if posted:

- (a) within Australia to an Australian postal address, seven Business Days after posting; or
- (b) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, ten Business Days after posting.

18.5 Communications by email

Subject to General Term 18.6, a communication relating to any Funding Document sent by email is taken to be received at the time the email was sent, as recorded on the device from which the sender sent the email (provided the sender does not receive a delivery failure message).

18.6 After hours communications

If a communication relating to any Funding Document is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is not a Business Day in the place of receipt, it is taken as having been given at 9.00 am on the next Business Day.

18.7 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings relating to any Funding Document may be served by any method contemplated by this General Term 18 or in accordance with any applicable law.

18.8 Contact Officer

- (a) Each party must ensure that, at all times, an officer or employee is appointed as a Contact Officer in relation to the Funding Documents.
- (b) Each party acknowledges that a Contact Officer for a party is authorised to act for that party in relation to any Funding Document and is the first point of contact for the other party in relation to any disputes or other matters arising under any Funding Document.
- (c) The details of each party's nominated Contact Officer as at the date of this document are set out in the Reference Item for that party.
- (d) Any party may change its nominated Contact Officer by no less than five Business Days' notice to the other party.

19 Freedom of Information and Auditor General

- (a) Each Funding Document and any information regarding it is subject to the *Freedom of Information Act 1992 (WA)*.
- (b) The State may publicly disclose information in relation to any Funding Document, including its terms and the details of the Recipient in accordance with the *Freedom of Information Act 1992 (WA)*.
- (c) Notwithstanding any provision of any Funding Document, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006 (WA)* and the *Auditor General Act 2006 (WA)* are not limited nor affected by any Funding Document.
- (d) The Recipient must allow the Auditor General or an authorised representative of the Auditor General to have access to and examine the Recipient's records and information concerning any Funding Document.

20 Confidentiality

20.1 Confidential Information

- (a) Each party agrees not to disclose any Confidential Information of a disclosing party except that the receiving party may disclose:
 - (i) to any officer, employee, agent, contractor or advisor of the receiving party solely in order for the receiving party to exercise its rights or perform its obligations under this document;
 - (ii) in the case of the State as the receiving party, to any State Associate;
 - (iii) to any person to whom information is required or requested to be disclosed by any court or tribunal of competent jurisdiction or parliament or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

- (iv) to any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
 - (v) to any person to whom information is required to be disclosed in connection with any insurance; or
 - (vi) to any person with the consent of the disclosing party, such Confidential Information as the receiving party considers appropriate provided that any person to whom the Confidential Information is to be given is informed in writing of its confidential nature except where the person is subject to obligations to maintain confidentiality of the information or (in the case of paragraph (iii) to paragraph (v)) where, in the opinion of the receiving party, it is not practicable so to do in the circumstances.
- (b) Notwithstanding General Term 20.1(a), the State may publicly disclose the identity of the Recipient, the Total Funding and a description of the Project.

20.2 Personal Information

The Recipient must comply with all laws relating to personal information and privacy including (as applicable) under the *Privacy Act 1988* (Cth) and the *Privacy and Responsible Information Sharing Act 2024* (WA).

20.3 Publicity

- (a) Except as required by law, the Recipient must not make any public announcement, press release, promotion relating to the negotiations of the parties or the existence, subject matter or terms of any Funding Document without the prior written consent of the State.
- (b) If the State gives its consent under General Term 20.3(a):
 - (i) any Project or publication including presentations, signage, articles, newsletters or other literary works relating to the Project must:
 - (A) give equal representation to the parties in the display of logos and party names where agreed and as deemed appropriate; and
 - (B) be consistent with the Department's Marketing, Communications and Acknowledgements Guidelines (see <https://cits.wa.gov.au/playon-wa-guidelines> or such other website as the Department notifies to the Recipient for this purpose from time to time); and
 - (ii) the respective roles of the parties must be acknowledged at relevant forums, conferences, and project launches where the Project is promoted.

- (c) The Recipient must remove all references to the Department or the State and all Department or State logos from all programs, promotional material and other printed or electronic material and publications relating to the whole or any part of the Project promptly following notice from the State.

21 General

21.1 Relationship between the parties

- (a) This document is not intended to create a partnership, joint venture, agency relationship or employment relationship between the parties.
- (b) No party is authorised to legally commit or represent the other party in any way.
- (c) Neither the State nor any State Associate has given any representation or warranty or other assurance to the Recipient in relation to the Funding Documents and the transactions they contemplate, including as to tax or other effects. The Recipient has not relied on any of them or on any conduct (including any recommendation) by any of them. The Recipient has had the opportunity to obtain their own tax and legal advice.
- (d) Nothing in any Funding Document relieves the Recipient from performing any obligation under any Funding Document or complying with any law because of:
 - (i) the grant or withholding of any Authorisation or the exercise or non-exercise of any right of the State (in any capacity); or
 - (ii) the payment to, or withholding of any payment from, the Recipient under any Funding Document.
- (e) Nothing in any Funding Document has the effect of fettering the exercise of any executive or statutory right, power, duty or function by the State or any State Associate.

21.2 Amendment

A Funding Document may only be amended or replaced in accordance with that Funding Document or otherwise by a document executed by the parties to that Funding Document.

21.3 Waiver and exercise of rights

- (a) No failure to exercise, nor any delay in exercising, on the part of the State, any right or remedy under a Funding Document operates as a waiver of any such right or remedy or constitute an election to affirm any of the Funding Documents.
- (b) No election to affirm any Funding Document on the part of the State is effective unless it is in writing.
- (c) No single or partial exercise of any right or remedy prevents any further or other exercise or the exercise of any other right or remedy.

- (d) The rights and remedies provided in each Funding Document are cumulative and not exclusive of any rights or remedies provided by law.
- (e) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

21.4 Consents

Except as expressly stated otherwise in any Funding Document, the State may conditionally or unconditionally give or withhold any consent, approval or acceptance to be given or make any determination or exercise any right under the Funding Document, in its absolute discretion, and is not obliged to give its reasons for doing so.

21.5 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to any Funding Document and to perform its obligations under it.

21.6 Assignment and change of control

- (a) The Recipient may not assign, novate, encumber or deal with any right or obligation under any Funding Document without the prior consent of the State. Any purported dealing in breach of this General Term is of no effect.
- (b) The Recipient must ensure that there is no material change in the legal or beneficial ownership, management or control of the Recipient, directly or indirectly, without the prior consent of the State.
- (c) The State may assign, novate, encumber or deal with any right or obligation under any Funding Document without the consent of the Recipient. The State may change the department or Governmental Agency through which it acts under any Funding Document by notice to the Recipient.

21.7 Capacity of Recipient

If the Recipient is described in Reference Item 2 (*Recipient*) as acting as trustee of the Trust:

- (a) the Recipient is liable under the Funding Documents to which it is a party, as trustee of the Trust and in its own right; and
- (b) a reference in any Funding Documents to:
 - (i) the Recipient includes the Recipient as trustee of the Trust and the Recipient in its own right; and
 - (ii) the Recipient's property includes property owned by the Recipient as trustee of the Trust and property owned by the trustee in its own right.

21.8 References to Recipient

- (a) If two or more Recipients are expressed to be parties to any Funding Document:
 - (i) a reference to a Recipient is a reference to each Recipient severally as well as to all Recipients jointly; and
 - (ii) the Funding Document binds all Recipients jointly and each Recipient severally.
- (b) If only one Recipient is expressed to be a party to any Funding Document references to 'a Recipient', 'the Recipients', 'each Recipient', 'any Recipient' and 'the relevant Recipient' must be construed as a reference to the single Recipient.

21.9 Counterparts

Unless expressed to the contrary, each Funding Document may be executed in any number of counterparts, with signatures appearing on different counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Funding Document. A party who has executed a counterpart of a Funding Document may exchange it with another party to that Funding Document by faxing, or by emailing a pdf (portable document format) copy of, the executed counterpart to that other party.

21.10 Entire understanding

- (a) The Funding Documents contain the entire understanding between the parties as to the subject matter of the Funding Documents.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of the Funding Documents are merged in and superseded by the Funding Documents and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of any Funding Document; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

21.11 Severability

Any provision of a Funding Document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make the Funding Document enforceable, unless this would materially change the intended effect of the Funding Document.

21.12 Survival

The following clauses of this document survive the cancellation, termination or expiry of any Funding Document:

- (a) General Term 5.3 (*Keep records*) for a period of seven years or such longer period for retaining records as may be required by law;

- (b) General Term 7.4 (*Intellectual Property rights*);
- (c) General Term 8 (*Insurance*) for a period of six years;
- (d) General Term 9 (*Indemnity and release*);
- (e) General Term 12 (*Review*) for a period of five years;
- (f) General Term 15 (*Rights on particular events*);
- (g) General Term 16 (*Payments*);
- (h) General Term 17 (*Tax*);
- (i) General Term 18 (*Notices*);
- (j) General Term 19 (*Freedom of Information and Auditor General*);
- (k) General Term 20 (*Confidentiality*);
- (l) General Term 22 (*Interpretation*);
- (m) any clause being a Special Term that is expressed to survive; and
- (n) any other clause which is expressly or by implication from its nature is intended to survive.

21.13 Dispute resolution

- (a) Subject to General Term 21.13(j), unless and until a party has complied with the requirements of this General Term 21.13, a party may not commence any court proceedings in respect of any dispute.
- (b) If at any time a dispute exists:
 - (i) between the State (acting through the Department) and the Recipient, either party may refer the dispute to the relevant Contact Officers for resolution; and
 - (ii) the relevant Contact Officers will consider the dispute referred to them and in doing so, give due consideration to submissions by the parties in connection with the dispute.
- (c) If a dispute remains unresolved 10 Business Days after the referral of the dispute to the relevant Contact Officers under General Term 21.13(b), a party may give a notice to other party in accordance with this General Term 21.13(c) (**Dispute Notice**).
- (d) The Dispute Notice must:
 - (i) state that the notice is given under this General Term 21.13;
 - (ii) describe the nature of the dispute; and
 - (iii) nominate the party's authorised officer for resolution of the dispute (**Dispute Officer**).
- (e) Within five Business Days after receipt of a Dispute Notice, the party that received the Dispute Notice must give a notice to the other party nominating its Dispute Officer.

- (f) The parties must ensure that their Dispute Officers meet and negotiate with a view to resolving the dispute within five Business Days after the receipt of the Dispute Notice.
- (g) If the parties' Dispute Officers fail to resolve the dispute within 10 Business Days after receipt of the Dispute Notice, the parties' Dispute Officers may agree a dispute resolution process for the resolution of the dispute in which case the dispute will be resolved in accordance with such process.
- (h) Either party may commence litigation if:
 - (i) the parties fail to resolve the dispute in accordance with General Term 21.13(f) and fail to agree a dispute resolution process in accordance with General Term 21.13(g) within 10 Business Days after the receipt of a Dispute Notice given by a party;
 - (ii) either party fails to comply with any of the requirements of this General Term 21.13; or
 - (iii) either party fails to comply with any dispute resolution process agreed in accordance with General Term 21.13(g).
- (i) The parties must continue to perform their obligations under each Funding Document despite the existence of any dispute between the parties.
- (j) This General Term 21.13 does not apply:
 - (i) if a party considers it necessary to seek an urgent interim determination; or
 - (ii) where the State considers that an Event of Default has occurred.

21.14 Governing law and jurisdiction

- (a) Unless expressed to the contrary, each Funding Document is governed by and is to be construed in accordance with the laws applicable in Western Australia.
- (b) Unless expressed to the contrary, on entry into each Funding Document, each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

22 Interpretation

22.1 Definitions

In this document, these terms have the following meanings:

Accountable Officer	The Chief Executive Officer, the Chief Financial Officer or any other officer of the Recipient, in each case, acceptable to the State.
Auditor	A person who is independent of the Recipient, is qualified for appointment as an auditor under any law relating to an audit of the Recipient's records and is a member of CPA Australia, the Institute of Public Accountants, Australia or the Chartered Accountants Australia and New Zealand or any successor body.
Auditor General	The Auditor General for Western Australia.
Australian Auditing Standards	The standards of the Auditing and Assurance Standards Board created by section 227A of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth).
Authorisation	(a) An authorisation, consent, approval, resolution, licence, exemption, filing or registration; or (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.
Business Day	A day which is not a Saturday, Sunday or bank or public holiday in Perth, Western Australia.
Cancellation Date	Has the meaning given in General Term 15.2.
Cancellation Event	Any event or circumstance specified as such in General Term 14.
Cancellation Notice	Has the meaning given in General Term 15.2.
Cancellation Rights	Any right or power of the State under General Term 15.2.
Chief Executive Officer	The person under the Recipient's enabling legislation or constituent documents who is responsible for the administrative, operations and general management of the Recipient. This could include a person who is delegated such responsibility by the Recipient's board or management committee.

Chief Financial Officer	The person under the Recipient's enabling legislation or constituent documents who is responsible for certifying the accuracy of the Recipient's financial statements. This could include a person who is delegated such responsibility by the Recipient's board or management committee.
Claim	Any claim, proceeding, action, cause of action, demand or suit (including by way of contribution or indemnity).
Confidential Information	<p>Any information in relation to this document or the Project from a party (disclosing party), in whatever form, of which the other party becomes aware in its capacity as a party to this document (receiving party) from the disclosing party or its officer, employee, agent, contractor or volunteer, that is:</p> <ul style="list-style-type: none"> (a) by its nature confidential; (b) expressly identified as confidential by the disclosing party or its officer, employee, agent, contractor or volunteer when received by the receiving party; or (c) agreed between the disclosing party and the receiving party to be confidential, <p>other than information that:</p> <ul style="list-style-type: none"> (d) is or becomes public information other than as a direct or indirect result of any breach of any duty or obligation by the receiving party; or (e) is known by the receiving party before the date the information is disclosed to it by the disclosing party or its officer, employee, agent, contractor or volunteer or is lawfully obtained by the receiving party after that date, from a source which is, as far as the receiving party is aware, unconnected with the disclosing party and which, in either case, as far as the receiving party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.
Contact Officer	For a party, any person from time to time nominated as a Contact Officer for that party under General Term 18.8 (<i>Contact Officer</i>) and in respect of which the other party has not received notice of revocation of the nomination.
Corporations Act	The <i>Corporations Act 2001</i> (Cth).
Default	An Event of Default or any event or circumstance specified in General Term 13 which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Funding Documents or any

	combination of any of the foregoing) be an Event of Default.
Department	The department or Governmental Agency of the State through which it acts under this document being, as at the date of this document, the department described in Reference Item 1 (<i>State</i>).
Dispute Notice	Has the meaning given in General Term 21.13(c).
Dispute Officer	Has the meaning given in General Term 21.13(d).
Event of Default	Any event or circumstance specified as such in General Term 13.
Force Majeure	<p>Any event or circumstance that directly or indirectly resulted in the party relying on the event or circumstance being prevented from or delayed in performing any of its obligations under this document and that is beyond the reasonable control and foresight of that party, including:</p> <ul style="list-style-type: none"> (a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone, tidal wave, landslide or adverse weather conditions; (b) strike, lock-out or other industrial action; (c) restrictions or prohibitions imposed by any Governmental Agency or under law; (d) act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic or pandemic; or (e) embargo, water shortage, lack of transportation or inability to obtain power.
Funding	An amount paid or to be paid to the Recipient under General Term 3 (<i>Making Funding</i>).
Funding Document	<ul style="list-style-type: none"> (a) This document; (b) any document referred to in the Special Terms as a 'Funding Document'; (c) any document that amends, supplements, replaces or novates any Funding Document; or (d) any other document designated as such by the State and the Recipient.
Funding Instalment	For a Funding Milestone, the amount described as the 'Funding Instalment' in Reference Item 5 (<i>Funding Milestones</i>) for that Funding Milestone, to the extent not cancelled or reduced under this document.

Funding Milestone	An event or circumstance described as a 'Funding Milestone' in Reference Item 5 (<i>Funding Milestones</i>).
GAAP	Generally accepted accounting principles, standards and practices in Australia.
Governmental Agency	Any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self regulatory organisation established under statute or any stock exchange.
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and includes all associated legislation.
Insolvency Event	<p>Any of the following events occurs in relation to any person:</p> <ul style="list-style-type: none"> (a) a person is dissolved (whether pursuant to Chapter 5A of the Corporations Act or otherwise); (b) a controller (as defined in the Corporations Act), liquidator, provisional or interim liquidator, statutory manager, trustee or administrator or analogous person is appointed in respect of the person or any of its assets; (c) an application or order is made, proceedings are commenced, a meeting is convened or a resolution is passed, an application to a court or other steps are taken for the winding up, cancellation, dissolution or administration of the person or for the appointment of a controller (as defined in the Corporations Act), liquidator, provisional or interim liquidator, statutory manager, trustee or administrator or analogous person to the person or any of its assets; (d) the person: <ul style="list-style-type: none"> (i) resolves to enter into, or enters into, a scheme of arrangement, a deed of company arrangement or other arrangement, compromise or composition with its creditors or an assignment for their benefit (other than to carry out a reconstruction or amalgamation while solvent); (ii) proposes or is subject to a moratorium or suspends payments of all or a class of its debts; or (iii) takes proceedings or actions similar to those mentioned in this paragraph as a result of

which the person's assets are, or are proposed to be, submitted to the control of its creditors;

- (e) the person seeks or obtains protection from its creditors under any statute or any other law;
- (f) the person is or is taken by any applicable legislation to be or makes a statement from which it may be reasonably deduced that it is:
 - (i) unable to pay all of its debts as and when they become due and payable, is insolvent within the meaning of section 95A of the Corporations Act, insolvent under administration within the meaning of section 9 of the Corporations Act or any analogous circumstances arises under any other statute or law;
 - (ii) the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act or any analogous circumstances arises under any other statute or law; or
- (g) the person is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the Corporations Act;
- (h) any step is taken to enforce security over or any attachment, distress, execution or other process is made or levied against any asset of the person;
- (i) the process of any court, arbitral tribunal or other tribunal is invoked against the person, or any asset or undertaking of the person, to enforce any judgment or order for the payment or money or the recovery of any property; or
- (j) an event occurs in relation to the person which is analogous to anything referred to above or which has a substantially similar effect.

**Intellectual
Property Rights**

Any intellectual or industrial property including:

- (a) a patent, trade mark or service mark, copyright, registered design, trade secret or confidential information;
- (b) a licence or other right to use or to grant the use of any of the above or to be the registered proprietor or user of any of the above; or
- (c) any moral rights (as defined in the *Copyright Act 1968* (Cth)), the right of integrity of authority (that is, not to have a work subjected to derogatory

treatment), the right of attribution of authorship of a work and the right not to have authorship of a work falsely attributed.

IP Material	Any data, document, goods, information, name, object, software, thing, works or other material, of whatsoever kind, in whatever medium, including any copy or extract.
Liability	Any debt, obligation, Loss, compensation or charge of any kind, including those that are prospective or contingent and those the amount of which is not ascertained or ascertainable.
Loss	Any loss, cost (including legal costs), expense, liability (whether arising in negligence or otherwise) or damage whether direct, indirect or consequential (including pure economic loss), present or future, ascertained, unascertained, actual, prospective or contingent or any fine or penalty.
Material Adverse Effect	A material adverse effect on: <ul style="list-style-type: none"> (a) the ability of the Recipient to perform its obligations under the Funding Documents; or (b) the rights or remedies of the State under the Funding Documents.
Material Document	A Project Document or a Funding Document.
Milestone Completion Date	For a Project Milestone, the date on which the Project Milestone occurs.
Milestone Latest Date	<ul style="list-style-type: none"> (a) For a Funding Milestone, the date described as the 'Milestone Latest Date' in Reference Item 5 (<i>Funding Milestones</i>) for that Funding Milestone; or (b) for a Project Milestone (other than a Funding Milestone), the date described as the 'Milestone Latest Date' in Reference Item 6 (<i>Other Project Milestones</i>) for that Project Milestone.
Non-Project IP Material	Any IP Material which has not been developed by or on behalf of the Recipient as part of the Project. It does not include any State IP Material.
Probity Event	Any event or circumstance that, in respect of the Recipient or its officer or its employees, agents, contractors or volunteers connected to the Project: <ul style="list-style-type: none"> (a) has a material adverse effect upon the character, honesty and integrity of that person;

	<ul style="list-style-type: none"> (b) has a material adverse effect upon the public interest; (c) involves a material failure to achieve or maintain reasonable standards of ethical behaviour; (d) involves a material failure to achieve or maintain good corporate citizenship; (e) involves a material failure to prevent any conflicts of interest; or (f) involves a material failure to achieve or maintain standards of behaviour expected of a person engaged in a government funded project.
Project	The activity, project or transaction described in Reference Item 3 (<i>Project</i>) and as more particularly set out in the Project Specifications (if any).
Project Authorisation	Any development approval or consent, planning approval or building approval (including all associated plans, specifications and conditions and any associated Authorisation) given or prepared by a Governmental Agency in relation to all or any part of the Project.
Project Bank Account	The transaction bank account with an Australian authorised deposit-taking institution, acting through an Australian branch, designated by the Recipient as the Project Bank Account.
Project Budgeted Costs	The itemised budgeted costs and expenses and funding set out in Reference Item 7 (<i>Project Budget</i>) (if any) as may be amended in accordance with this document.
Project Business Case	<p>A business case and feasibility report (if any) for the carrying out of the Project, including:</p> <ul style="list-style-type: none"> (a) the Project Budgeted Costs; (b) the method for achieving each Project Milestone by its Milestone Latest Date; and (c) the method for achieving the Project Outcomes, <p>prepared by or on behalf of the Recipient, that the State has received under this document and is acceptable to the State, as it may be amended in accordance with this document.</p>
Project Costs	At any time, all fees, costs and expenses paid or payable in connection with completing the Project, including any goods or services provided to or by the Recipient or any Works by the Recipient, as part of the Project.

- Project Document** (a) Any building contract, trade agreement or other agreement between the Recipient and a contractor to carry out the whole or any material part of Works or the Project that the State has received under this document and is acceptable to the State;
- (b) any agreement between the Recipient and another person where the other person agrees to provide any funding for the Project (other than the Funding) that the State has received under this document and is acceptable to the State;
- (c) any Project Authorisation;
- (d) the Project Budgeted Costs;
- (e) the Project Business Case;
- (f) the Project Specifications;
- (g) any document referred to in the Special Terms as a 'Project Document';
- (h) any document that amends, supplements, replaces or novates any Funding Document, permitted in accordance with this document; or
- (i) any other document designated as such by the State and the Recipient.
- Project IP Material** Any IP Material which has been developed by or on behalf of the Recipient as part of the Project. It includes any Non-Project IP Material that is incorporated in or supplied with the Project IP Material.
- Project Manager** A person appointed by the Recipient to manage the carrying out of the Project or the performance of any Project Document (including any transactions contemplated in those documents).
- Project Measurement** For a Project Outcome (if any), the method of measurement and the performance indicator target described as 'Measurement' in Reference Item 4 (*Project Outcomes*) for that Project Outcome (if any).
- Project Milestone** (a) A Funding Milestone; or
- (b) an event or circumstance described as a 'Other Project Milestone' in Reference Item 6 (*Other Project Milestones*).
- Project Outcome** An outcome described as an 'Outcome' in Reference Item 4 (*Project Outcomes*) (if any).

Project Specifications	The drawings, plans and specifications for the Project, that the State has received under this document and is acceptable to the State, as they may be amended in accordance with this document.
Recipient	The party described in Reference Item 2 (<i>Recipient</i>).
Recipient Bank Account	The transaction bank account with an Australian authorised deposit-taking institution, acting through an Australian branch, most recently notified by the Recipient to the State with not less than 40 Business Days' notice (including the details of the account name, the BSB and account number).
Repayment Rights	Any right or power of the State under General Term 15.3.
Review	An audit, evaluation, examination, inspection, investigation, report or review of any Project, the performance of any Material Document (including the transactions contemplated in those documents) or the affairs, performance, financial condition or business of the Recipient.
Security Interest	A mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, including any 'security interest' as defined in sections 12(1) or (2) of the <i>Personal Property Securities Act 2009</i> (Cth).
State	The party described in Reference Item 1 (<i>State</i>).
State Associate	Any officer, employee, agent, consultant, contractor, nominee, licensee or adviser of the State (in any capacity), including any governmental, semi-governmental or local government authority, minister, department, statutory corporation, instrumentality or government owned corporation.
State IP Licence	Has the meaning given in General Term 7.4(d).
State IP Material	Any IP Material that the State provides to the Recipient for the purposes of this document.
State Monitor	A person appointed by the State and notified to the Recipient, to oversee the carrying out of the Project or the performance of any Project Document (including any transactions contemplated in those documents), on behalf of the State.
Total Funding	The aggregate of each Funding Instalment being, as at the date of this document, the amount described as 'Total

	Funding' in Reference Item 5 (<i>Funding Milestones</i>), to the extent not cancelled or reduced under this document.
Trust	If the Recipient is described in Reference Item 2 (<i>Recipient</i>) as acting as trustee of a trust, that trust.
Works	Any sub-division, infrastructure, civil, construction or building works (including the supply of any related goods and services), being part of the Project.

22.2 Construction

Unless expressed to the contrary, in any Funding Document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) headings do not affect the interpretation of the Funding Document;
- (g) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation and if not having the force of law, with which responsible entities in the position of the relevant party would normally comply;
 - (v) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (vi) a right includes a benefit, remedy, discretion or power;
 - (vii) time is to local time in Perth;

- (viii) '\$' or 'dollars' is a reference to Australian currency;
 - (ix) any Funding Document or any other document includes the document as novated, amended or replaced and despite any change in the identity of the parties;
 - (x) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
 - (xi) a Funding Document includes all schedules and annexures to it;
 - (xii) a clause, item, term, schedule or annexure is a reference to a clause, item, term, schedule or annexure, as the case may be, of the Funding Document;
 - (xiii) 'form' of a document is a reference to the form and format of the document and the document being duly completed in sufficient detail;
 - (xiv) a 'General Term' is a reference to a clause in **schedule 3** and a reference to 'General Terms' is to all of the clauses in **schedule 3**;
 - (xv) a 'Reference Item' is a reference to an item in **schedule 1** and a reference to 'Reference Items' is to all of the items in **schedule 1**; and
 - (xvi) a 'Special Term' is a reference to a clause in **schedule 2** and a reference to 'Special Terms' is a reference to all of the clauses in **schedule 2**;
- (h) if the date on or by which any act must be done under a Funding Document is not a Business Day, the act must be done on or by the next Business Day;
 - (i) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded; and
 - (j) a Default or Cancellation Event is '**continuing**' or '**subsisting**' if it has not been remedied (to the satisfaction of the State) or waived by the State.

Execution

Executed as an agreement.

THE STATE

Signed for and on behalf of the **State of**)
Western Australia by a duly authorised)
officer of the Department of Creative)
Industries, Tourism and Sport (ABN 14)
445 022 107):)

.....
Signature

Tim Swart

.....
Name of Officer (print)

Director Programs

.....
Title of Officer (print)

Date:

THE RECIPIENT

Signed for and on behalf of **Shire of**)
Waroona by its duly authorised signatory:)
)

.....
Signature

.....
Name of Officer (print)

.....
Title of Officer (print)

Date:



EFFECTIVE MARKETING FOR TOURISM BUSINESSES

MARKETING STRATEGICALLY

CURRENT AS AT 20/02/26

Proudly sponsored by



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MARKETING IS

Anticipating the needs and wants of targeted customers and managing the process through which these needs and wants are satisfied . . . Profitably.

MARKETING BASICS

The selection of a course of action from among several alternatives that involves specific customer groups, communication methods, distribution channels, and pricing structures. It is a combination of target markets and marketing mixes. It allows you to find and use what really works, a strategy is focused.

A Marketing Plan is:

Allocating marketing resources using sales response functions. A marketing plan is a comprehensive blueprint, which outlines an organisation's overall marketing efforts.

A Marketing Strategy Is:

The selection of a course of action from among several alternatives that involves specific customer groups, communication methods, distribution channels, and pricing structures. It is a combination of target markets and marketing mixes. It allows you to find and use what really works, a strategy is focused.

3 STEPS TO A MARKETING STRATEGY

1. Plan – formulating your marketing strategy
2. Implement – compiling a working marketing plan
3. Control – monitor and measure





1. Planning

- Situation Analysis
 - Market Research
 - Research Customers
 - Internal/external assessments
- Market-product focus & goal setting
- Define Mission
- Develop market planning framework
- SMART goal setting
- Marketing Program
 - Develop marketing mix
 - Develop budget

2. Implementation

- Obtain resources
- Design marketing organisation
- Develop schedules
- Execute marketing program

3. Control

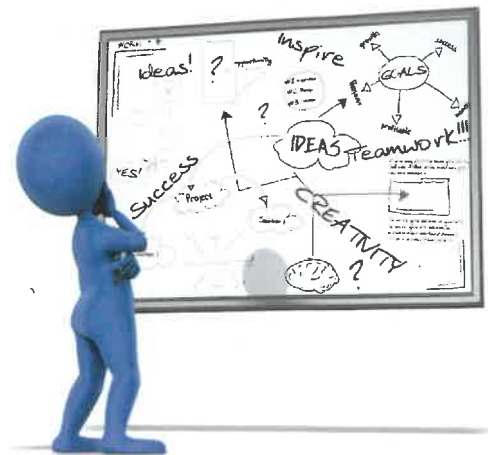
- Compare results with plans
- Correct negative deviations
- Exploit positive ones

STEP 1: PLANNING

WHY STRATEGICALLY PLAN?

Composes the big picture through:

- Pinpointing the specific target markets you will serve.
- Determines customer needs and wants through market research.
- Analyses your competitive advantages and builds a marketing strategy around them.
- Creates a marketing mix that meets customer needs and wants.



IMPORTANT CONSIDERATIONS TO STRATEGICALLY PLANNING

- Your strategic planning must match your resources and capabilities to its market opportunities for long- term growth and survival
- You must factor in all components to get a true 'big picture'
- Strategic planning is an integrated activity – involve many areas of your business Marketers must fully understand how they fit with the organization's direction and resources

MARKET RESEARCH

- Market research is the vehicle for gathering the information that serves as the foundation for the marketing plan.
- Never assume that a market exists for your company's product or service; prove it!
- Market research does not have to be time consuming, complex, or expensive to be useful.
 - Industry based market research
 - Web based market research
 - Online surveys
 - Trend-tracking

BE A TREND-TRACKER EVERYDAY

- Read many diverse but related current publications.
- Subscribe to tourism or marketing specific blogs, social media pages or email databases;
 - Tourism WA's Talking Tourism and social media pages
 - Tourism Council WA newsletters and social media pages
 - Tourism Australia newsletters
 - Other industry specific publications
- Talk to your customers, regularly.
- Talk with the smartest people you know.
- Listen to your family, friends and people you come in your day to day life.

HOW TO CONDUCT SIMPLE MARKET RESEARCH

Define the problem then collect the data.

- Data mining from your own CRM.
- Utilise existing research documents and data.
- Analyse and interpret multiple pieces of data.
- Draw conclusions and act.



DEFINE YOUR TARGET MARKET

A target market is a market segment selected by a business organisation for marketing attention.

Market segmentation involves dividing customers into groups (market segments) with common characteristics. There may be target segments that no one is reaching or communicating to. There may be target markets that are being served by competitors, but not very well. Other target markets may be saturated with options. Part of the decision on target markets is the segmentation approach that will be used and the product positioning strategy.

While there may be some flexibility with some target markets, others will require a specific positioning strategy because of competitors. To be a viable market segment, it must meet four criteria.

1. The individuals or businesses within the segment should be homogeneous, that is they should be alike.
2. The market segment must differ from the general population and also be different than other market segments.
3. The market segment has to be large enough to be financially viable to support a separate marketing campaign.
4. The market segment must be reachable through some type of media or marketing communications method.

While some market segments meet the first two criteria, they are too small to support a different campaign. Consumer markets can be segmented, or divided, along a number of dimensions.

The most common is demographics because it is the easiest. Other methods used include psychographics, generations, geographic, geodemographics, benefits, and usage.

PINPOINTING THE TARGET MARKET

One objective of market research is to pinpoint your company's target market, the specific group of customers at whom the company aims its products or services.

Marketing strategy must be built on clear definition of your company's target customers. Mass marketing techniques no longer work.

Target customers must permeate the entire business including:

- Branding – logo/colours/style
- Web design and functionality
- Product design and range of packages
- Merchandise sold
- Shop front/office design, layout, background music, décor, and other features.

Without a clear image of its target market, a small company tries to reach almost everyone and ends up appealing to almost no one!

We look at this as a bulls eye – this is your primary target audience that have a distinct set of characteristics and represents the majority of your revenue stream. You will of course have other customers around this 'bulls eye' however this customer is who your marketing is focused towards. You should be able to describe this person.

Knowing this information allows you to precisely develop advertising but also to know where and how to advertise!



ACTIVITY

Using the blank page provided, create a collage that describes your 'bulls eye' customer. Once you have defined exactly who your business is targeting you will present a verbal description and your collage.

SWOT
Analysis

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ASSESS YOUR OWN COMPANY

The next step in your marketing strategy is to conduct an assessment of your internal and external environments

- Internal environment: Controllable elements inside your business
- External environment: Uncontrollable elements outside of an organisation that may affect your performance either positively or negatively

This is done by using several analysis tools and investigative techniques as described below:

COMPETITOR ANALYSIS

An assessment of the strengths and weaknesses of current and potential competitors. Starting with this allows you to effectively gain an understanding of the market you are in or preparing to enter, it is vital to have an in-depth knowledge of your competitors. It also helps to compare how your company rates against your competitors across a wide range of aspects including who they are, notes about them and things you pick up during the research process, their size or capacity, their current % market share, the value they offer to customers, their strengths and their weaknesses. Factors to consider are:

- Who are they
- Notes about them
- Size/capacity
- % market share
- Value to customers
- Strengths
- Weaknesses

PEST ANALYSIS

A PEST is a framework of macro-environmental factors used assessment stages of strategic planning, with this we are looking at the internal and external areas that may affect your business:

- Political factors
- Economical factors
- Social factors
- Technological

You can further expand to be PESTLE by adding legal and environmental factors.

The PEST factors, combined with external micro-environmental factors and internal drivers, can be classified as opportunities and threats in a SWOT analysis. A PEST Analysis is completed considering what you currently know about the political, economical, social and technological factors that may affect your business combined with what you have learned through research. A typical PEST Analysis layout looks like this:

PEST ANALYSIS

POLITICAL

ECONOMICAL

SOCIAL

TECHNOLOGICAL

SWOT ANALYSIS

An analysis of an organization's strengths (S) and weaknesses (W) and the opportunities (O) and threats (T) in the external environment. SWOT enables your business to develop strategies that maximize strengths and capitalize upon opportunities.

Internal Environment (strengths and weaknesses)

Controllable elements inside a business that influence how well the business operates include:

People (human capital), physical facilities, financial stability, corporate reputation, quality products, strong brands, technologies, etc. These elements represent key strengths and weaknesses of the business.

External Environment (opportunities and threats)

Elements outside the firm that may affect it either positively or negatively:

Economic, competitive, technological, legal/political/ethical, and sociocultural trends.

Trends manifest as opportunities or threats companies cannot directly control external factors but can respond to them via planning.

Translating SWOT into Action!	Strengths (internal elements)	Weaknesses (internal elements)
Opportunities (external elements)	<i>Maximise strengths to take advantage of opportunities</i>	<i>Resolve weaknesses, take advantage of opportunities</i>
Threats (external elements)	<i>Maximise strengths to mitigate threats</i>	<i>Minimise weaknesses to reduce threats</i>

MISSION STATEMENT

A mission statement is a formal statement that describes the company's overall purpose and what it hopes to achieve in terms of its customers, products, and resources.

The mission statement concentrates on the present; it defines the customer(s), critical processes and it informs you about the desired level of performance.

This is different to a vision statement, which focuses on the future; it is a source of inspiration and motivation. Often it describes not just the future of the organization but the future of the industry or society in which the organisation hopes to effect change.

To create your mission statement answer three key questions:

- What business are we in?
- What customers should we serve?
- How do we develop our businesses capabilities and focus its efforts?

MARKETING PLANNING FRAMEWORKS

Before setting goals, you first need to consider where you can grow your profits. Described below we have the four growth strategies of the Product-Market Growth Matrix (as defined by Ansoff), these are:

		PRODUCT	
		EXISTING	NEW
MARKET	EXISTING	Penetration Sell more of your product to existing customers	Product Development Develop a new product for existing, loyal customers
	NEW	Market Development Introduce your product to a new market	Diversification Enter a new market with a newly developed product

GOAL SETTING

Set marketing objectives that are specific your company's brands and other marketing mix-related elements and that state what the marketing function must accomplish if your company is to achieve its overall business objectives.

Need to be specific, time-bound and measurable as stated below but they may relate to sales, profitability, product development, market share, productivity, ROI, customer satisfaction, or social responsibility.

Specific:

A specific goal has a much greater chance of being accomplished than a general goal. To set a specific goal you must answer the six "W" questions:

- Who: Who is involved?
- What: What do I want to accomplish?
- Where: Identify a location.
- When: Establish a time frame.
- Which: Identify requirements and constraints.
- Why: Specific reasons, purpose or benefits of accomplishing the goal.

Measurable:

Establish concrete criteria for measuring progress toward the attainment of each goal you set. When you measure your progress, you stay on track, reach your target dates, and experience the exhilaration of achievement that spurs you on to continued effort required to reach your goal.

To determine if your goal is measurable, ask questions such as...

How much?

How many?

How will I know when it is accomplished?

Attainable:

When you identify goals that are most important to you, you begin to figure out ways you can make them come true. You develop the attitudes, abilities, skills, and financial capacity to reach them. You begin seeing previously overlooked opportunities to bring yourself closer to the achievement of your goals.

You can attain most any goal you set when you plan your steps wisely and establish a time frame that allows you to carry out those steps. Goals that may have seemed far away and out of reach eventually move closer and become

attainable, not because your goals shrink, but because you grow and expand to match them. When you list your goals you build your self-image. You see yourself as worthy of these goals, and develop the traits and personality that allow you to possess them.

Realistic:

To be realistic, a goal must represent an objective toward which you are both willing and able to work. A goal can be both high and realistic; you are the only one who can decide just how high your goal should be. But be sure that every goal represents substantial progress.

A high goal is frequently easier to reach than a low one because a low goal exerts low motivational force. Some of the hardest jobs you ever accomplished actually seem easy simply because they were a labour of love. Your goal is probably realistic if you truly believe that it can be accomplished. Additional ways to know if your goal is realistic is to determine if you have accomplished anything similar in the past or ask yourself what conditions would have to exist to accomplish this goal.

Time Bound:

A goal should be grounded within a time frame. With no time frame tied to it there's no sense of urgency. If you want to increase profits by 3%, when do you want achieve that by?

If you anchor it within a timeframe, "by May 1st", then you've set your unconscious mind into motion to begin working on the goal.

SMART GOAL SETTING TEMPLATE

GOALS	SPECIFIC	MEASUREABLE	ACHIEVABLE	REALISTIC	TIMELY
				C	

MARKETING MIX

Define marketing mix strategies to achieve goals/objectives based on target market(s) where your company's offerings are best suited, looking at 4 p's:

Product strategies

Product - Price – Promotion - Place (distribution)

Include product design, packaging, branding, support services, and product variations and features.

Consider your product range which is the group of different products or brands owned by your company and having different income-generating and growth capabilities.

Also consider your portfolio of products fits your strengths and weaknesses, provides acceptable risk/return tradeoff and meets needs of a particular customer segment.

Pricing strategies

Price is the cost the customer must bear in order to obtain the product. It includes:

- gross price
- discounts/commissions
- payment periods of contract agreements
- credit terms

This includes setting prices for final consumers, wholesalers, and retailers based on costs, demand, or competitors' prices. You should consider the following pricing strategies:

Value-Based Pricing

Set price based on buyers' perception of value (rather than on the seller's costs)

Cost-Based Pricing

Add a standard markup to the cost of the product

Competition-Based Pricing

Set price based on following competitors' prices

Cost-based pricing generally results in competitive prices. Companies that use this strategy may attract consumers who are looking for inexpensive products and services. Value-based pricing companies often earn high profits on each item sold, but some consumers may not be willing to pay the high price and purchase from a competitor.

Which is best?

Promotional Strategies

TYPES OF PROMOTION	
Advertising	Any non personal paid form of communication using any form of mass media.
Public Relations	Involves developing positive relationships with the organisation media public. The art of good public relations is not only to obtain favourable publicity within the media, but it is also involves being able to handle successfully negative attention.
Sales Promotion	Commonly used to obtain an increase in sales short term. Could involve using money off coupons or special offers and discounting.
Personal Selling	Selling a product service one to one.
Direct Mail	Is the sending of publicity material to a named person within an organisation Direct mail allows an organisation to use their resources more effectively by allowing them to send publicity material to a named person within their target segment. By personalising advertising, response rates increase thus increasing the chance of improving sales
Internet Marketing	Promoting and selling your services online using various forms of online marketing techniques such as your search engine marketing, banner advertisements, videos or social media.
Sponsorship	Where you pay an organisation to use your brand or logo. This organisation usually has a high profile so that you know that your brand will be seen by a large audience.

MODERN PROMOTIONAL ACTIVITIES FOR TOURISM

- Online Marketing;
 - Search Engine Optimisation – ranking well on Google, Bing etc
 - Search Engine Marketing – pay per click advertising on search engines, including Adwords, Google Remarketing, Display Advertising
 - Content Marketing – produce compelling content on a regular basis for use across online platforms and curating existing content
 - Social Media Marketing – paid social advertising and video content
- Influencer marketing – Leveraging influencers and content influencers have produced.
- Famils – approaching key buyers and/or influencers to experience your product or experience first hand.
- Sponsorships of relevant and/or key events that result in exposure to your specific target audience.
- Tracking of all promotional activities.

What are your top promotional activities?

Distribution Strategies

This refers to how your business will distribute the product or service you are offering to the end user. You must distribute the product to the user at the right place at the right time. Efficient and effective distribution is important if the organisation is to meet its overall marketing objectives.

Two types of channel of distribution methods are available. Indirect distribution involves distributing your product by the use of an intermediary for example a wholesaler and then on to the retailer. Direct distribution involves distributing direct to the consumer.

Competition, a global marketplace, electronic distribution techniques have increased the importance of distribution in tourism. Tourism Marketing intermediaries or distributors:

- Online Travel Agents / Wholesalers / Inbound Tour Operators
- Hotel tour desks and concierges
- Specialist (brokers)
- National, state and regional agencies (visitor centres)
- Global distribution systems (GDS)
- Internet

UNIQUE SELLING PROPOSITION

Before you can begin to sell your product or service to anyone else, you have to sell yourself on it. This is especially important when your product or service is similar to those around you. Very few businesses are one- of-a-kind.

The key to effective selling in this situation is what advertising and marketing professionals call a “unique selling proposition” (USP). Unless you can pinpoint what makes your business unique in a world of homogeneous competitors, you cannot target your sales efforts successfully.

One way to start is to analyze how other companies use their USPs to their advantage. This requires careful analysis of other companies’ ads and marketing messages. If you analyze what they say they sell, not just their product or service characteristics, you can learn a great deal about how companies distinguish themselves from competitors.

The steps to define your USP are:

- Whose needs am I addressing? (see your target market)
- What do I offer that no one else can?

- Why should people buy from me and not another company?

The process of creating a USP involves brainstorming and refining. When brainstorming, get down as many ideas as possible and don't worry about which ones are good and which ones aren't. The goal is to come up with quantity. Later you'll narrow it down, and the more you have to consider, the better.

Tips:

- Keep it short and compelling
- Talk to Your Market.
- Test It

What is your USP?

FINANCIAL ANALYSIS AND BUDGETING

How do you determine what to spend on marketing? You need to consider the following points:

- Estimate the demand given the pricing and promotion strategy.
- Determine expenses associated with production and marketing.
- Determine anticipated cash flows.
- Will strategy cash flow? When?
- What are the critical assumptions of the financial analysis and what are the impacts of changes in those assumptions?

As a general rule a business can expect to spend between 4%-10% of revenue on marketing. It is said that 4% will maintain market share whereas 10% will grow your market share.

Your marketing plan is a key area to consider your budgeting.

THE STRATEGIC PLAN AND THE MARKETING PLAN

The first step is relating the marketing plan to the overall strategic plan. Remember, the business plan establishes our overall strategy, while the marketing plan implements the strategy. You need to consider how will the marketing plan fulfill the business plan's objectives? How do the marketing plan's objectives relate to the business plan's strategy?

Another thing to consider is your company's business plan...The marketing plan needs to be consistent with the business plan's long term objectives and short term goals.

The following marketing plan format will ensure you are factoring in all areas of your strategy.

STEP 2: IMPLEMENTATION

To improve the implementation of marketing program significantly you need everyone on board. To do this you can;

- Communicate goals and the means of achieving them
- Have a responsible program champion willing to act
- Reward successful program implementation
- Take action and avoid paralysis by analysis
- Foster open communication to surface problems
- Avoid the "NIH" (not invented here) syndrome
- Schedule precise tasks, responsibilities and deadlines:
 - Action item list
 - Program schedules
 - Gantt chart
 - Sequentially / concurrently

NIH – not invented here - the reasons for not wanting to use the work of others are varied, but can include fear through lack of understanding, an

unwillingness to value the work of others, or forming part of a wider “turf war”.

STEP 3: CONTROL & MEASURE

Focus attention of everyone on delivering what the customer wants through the:

- Management of people and
- Monitoring and control of the marketing

This can sometimes feel like herding cats when you have both people and the actual marketing to control and measure.

The Marketing Control Process

- Management of campaigns
- Measuring of results through sales analysis and profitability analysis
- Taking marketing actions as/when needed
- Compare goals and results to identify deviations
- Identify causes of deviations
- Formulate new plans and actions
 - Correct problems
 - Exploit opportunities

When analysing sales consider sales component (Microsales) analysis rather than overall sales.

Marketing Metrics

Some examples of metrics are:

- cost of an enquiry/lead
- customer acquisition cost
- click through rate
- response rate,
- voucher redemption rate,
- sales calls perday
- customer retention rate,etc.

Some metrics are based on survey data that requires systematic, ongoing marketing research (customer satisfaction, perceived product quality, perceived service quality, company/product reputation).

List any other metrics you use:

KEY RULES FOR EVALUATION AND REVIEW

- Stay disciplined!
- Evaluate your actions
- Are conditions changing?

Be sure to stay disciplined and follow the price and quantity objectives. But if conditions change, take note of this and adapt the marketing plan to fit conditions. For instance, bad weather may make you revise the quantity objectives in tour sales if you fail to achieve the sales target.

PULLING THE STRATEGY TOGETHER

With the knowledge you have obtained you can create a significant strategic plan to present to your business partner, manager, board, bank etc. Whilst there is no strict format in which you present this you may like to consider the following sample contents page:

EXECUTIVE SUMMARY

MARKET ANALYSIS

Market Description, Market Position, Market Share

Competitor Analysis, SWOT Analysis, PEST Analysis

Opportunity Analysis

CUSTOMER ANALYSIS

Segment 1

Segment 2

Segment 3

Ideal Customer

MARKETING PROMOTION

Direct Marketing, Online Marketing, Public Relations, Advertising

Market Budget and Plan

MARKETING STRATEGY

Product Price

Place (Distribution), Unique Selling Proposition

S.M.A.R.T GOALS

Specific Goals, Strategies, Tactics Action Plan

KEY PERFORMANCE INDICATORS

Monitoring/Measurement Activities, Market Targets

KEY TERMS AND DEFINITIONS

Advertising. Any form of marketing communication in the paid media.

Attitudes and values. A predisposition towards a person or object based on cultural mores and values which is a precursor of behaviour.

Budget. An amount of money set aside to cover the total cost of a communication campaign or other marketing activity.

Comparative advantage. One country enjoying a lower production ratio (input to outputs) than another country under total specialisation.

Comparative analysis. Comparing the same set of statistics within a category of one country with another for the purpose of estimating potential demand.

Competition. A product, organisation or individual, in either the same or another category which can be directly substituted one for the other in fulfilling the same needs or wants.

Competitive strategy. The adoption of a specific target market and marketing mix stance in the market place.

Cooperative. A collection of organisations or individuals, pooling their resources in order to gain commercial or non-commercial advantage in buying, selling or processing goods and/or services.

Distribution channel. An institution through which goods or services are marketed giving time and place utilities to users.

Exporting. The marketing of surplus goods produced in one country into another country.

Hierarchy of needs. The ordering of a person's needs into hierarchy of relative potency such that as lower order needs are fulfilled higher, unfulfilled order needs emerge, which require fulfillment.

Market positioning. The adoption of a specific market stance, either leader, challenger, follower, flanker or adopter, vis a vis competition.

Marketing. Planning, executing and controlling the conception, pricing, promotion and distribution of ideas, goods and services in order to build lasting, mutually profitable exchange relationships satisfying individual and organisational objectives.

Marketing strategy. The selection of a course of action from among several alternatives that involves specific customer groups, communication methods, distribution channels, and pricing structures. It is a combination of target markets and marketing mixes. Marketing plan. An outline of price, date and quantity objectives used to generate a reasonable return for the business given the existing market conditions.

Marketing objective. A measurable goal that a hospitality or travel organization attempts to achieve for a target market within a specific time period.

Product strategy. A set of decisions regarding alternatives to the target market and the marketing mix given a set of market conditions.

Product. A good or service offered by an organisation which affords a bundle of benefits both objective (physical) and subjective (image) to a user.

Promotion. The offer of an inducement to purchase, over and above the intrinsic value or price of a good service.

Retailer. A channel institution which acts as an intermediary between other channel institutions and the end user and who usually breaks bulk, charging a margin for its services.

Wholesaler. A channel institution which purchases and sells in bulk from either original suppliers and/or other channel intermediaries, charging a margin for its services.

Unique selling proposition. The factor or consideration presented by a seller as the reason that one product or service is different from and better than that of the competition.

TO DO LIST

Lots of information has been thrown at you in this session. What are the top things on your list to do/check?

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____