



Minutes

Council Meeting held Thursday 22 March 2018

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Minutes

1. DECLARATION OF OPENING

The Shire President declared the meeting open at 4.31pm

2. RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE/VISITORS

ATTENDANCE:

Shire President: Cr A Dean

Councillors: R Mellema, C Buckland, R Longmore, N Steer, C Stevenson,
V Hansen and P Fraser

Tracie Bishop – Acting Chief Executive Officer
Jon Jones – Manager Infrastructure
Jane Buckland – Development Services Officer

APOLOGIES:

Nil

LEAVE OF ABSENCE:

Nil

VISITORS: Laurie Forbes, Jenny Forbes, Kaye Locke, Max Arvidson, Nancy Tang, Rob Taylor, Alan Hughes, Lynn Davidson, Darrin Sebo, Judy Kemp, Geoff Kemp, Anne Blackburne-Kane, Lindsay Blackburne-Kane, Julie Kaye, Kerri Firth, Mike Piper, Ian Gibb, Cheryle Brown, Laraine Raynel, Lynda Tully, Kim Heitman, Jennefer Shepherd, Gary Shepherd, James Trethowan, Phil Laird, Jean Petersen, Mick O'Callaghan, Martin McKie.

3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

4. PUBLIC QUESTION TIME

There were no questions posed within this time.

5. APPLICATION FOR LEAVE OF ABSENCE:

Cr Longmore has applied in writing for a Leave of Absence.

Cr Longmore has advised that he will be absent from Council committee duties from 28 May until 24 June 2018.

18046 STEER/MELLEMA

That Cr Longmore be granted Leave of Absence from the period 28 May until 24 June 2018.

CARRIED (8/0)

6. PETITIONS/DEPUTATIONS/PRESENTATIONS

6.1 Presentation by Mr Rob Taylor - Proposed Declared Pest Rate (DPR)

Mr Taylor made a presentation to Council in regards to the proposed introduction of a Declared Pest Rate (DPR) and his opposition to this introduction.

The basis of the presentation was around the case study completed on behalf of the Blackwood Biosecurity Inc. – Biosecurity Group Case Study 2017.

The presentation made reference to various components of the case study and was predominantly focused on the view that the introduction of this rate is a cost shifting measure from State Government to individual landowners who, for the most part, are already looking after their individual parcels of land.

There were concerns raised that the Blackwood Biosecurity Inc., in proposing the introduction of the DPR had not followed due process as public consultation had not occurred to an adequate level and that landowners for the most part were not well informed as to why this rate was required to be raised. There was concern that the reference within the document to the fact that the general public wanted this rate imposed falls short of the presenter's expectation as, for a significant proportion of ratepayers, there was no knowledge of who this group were, what their actions were or of the actual rate proposed.

At the end of the presentation, questions were presented from visitors to the meeting and Council acknowledged the concerns raised and gave assurance that there would be further actions taken on behalf of the ratepayers of the Shire of Nannup in response to the proposed DPR.

6.2 Presentation by Mrs Cheryle Brown, Manager, Nannup Community Resource Centre - Proposed Funding Cuts to Community Resource Centres

Mrs Cheryle Brown, presented to Council around concerns that the State Government is currently in the process of completing a review into Community Resource Centres (CRC's) which may result in cuts to funding for CRC's by 40%. At this point in time it has not been disclosed as to what this cut will look like in terms of if it will represent a 40% drop in external funding per CRC or if it will result in 40% of all CRC's being cut from funding altogether.

Mrs Brown made reference to the fact that the Nannup Community Resource Centre was considered a valuable asset to the community of Nannup and that if this resource was to close due to lack of funding there would be a significant impact to many residents, businesses and Council within this town.

At the end of the presentation, Council thanked Mrs Brown for her presentation and gave an assurance that Council would consider her request to contact the Minister of Regional Development, Agriculture and Food with a letter of support for the services that the Nannup Community Resource Centre currently provide to this community and that the loss of this service would be detrimental to the community at large.

7. DECLARATIONS OF INTEREST

The Shire President will read out any declarations received relating to financial, proximity or impartiality interests and ask for any further declarations to be made.

As a result of New Business of an Urgent Business being brought to this meeting Cr. Stevenson and Cr Longmore declared a financial interest in Item 13.2.

8. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

8.1 18047 HANSEN/STEER

That the Minutes of the Ordinary Council Meeting of the Shire of Nannup held in Council Chambers on 22 February 2018 be confirmed as a true and correct record.

CARRIED (8/0)

9. MINUTES OF COUNCIL COMMITTEES

9.1 Quannup Working Party

That the Notes from the Quannup Working Party meeting held on 21 February 2018 be received.

9.2 WALGA South West Zone

That the Minutes of the WALGA South West Zone meeting held on 23 February 2018 be received.

9.3 Business Initiative Group Nannup (BIGN)

That the Minutes of the BIGN meetings held on 8 March 2018 be received.

18048 BUCKLAND/MELLEMA

That the Minutes of Council Committees and other committees as presented be received by Council.

CARRIED (8/0)

10. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

11. REPORTS BY MEMBERS ATTENDING COMMITTEES

Date	Meeting	Councillor
27/02/2018	Lower Blackwood Landcare	Fraser
28/02/2018	Warren Blackwood Alliance of Councils – Local Tourism Organisation Steering Group	Longmore
06/03/2018	Warren Blackwood Alliance of Councils	Hansen, Dean

AGENDA NUMBER:	12.1
SUBJECT:	Request for Reduction in Town Hall hire fees – Nannup Markets Stallholders
LOCATION/ADDRESS:	Reserves 3708A, Town Hall, Warren Road, Nannup
NAME OF APPLICANT:	Mrs Gayle Vasey on behalf of the Nannup Stallholders
FILE REFERENCE:	FNC 10
AUTHOR:	Tracie Bishop – Acting Chief Executive Officer
REPORTING OFFICER:	Tracie Bishop – Acting Chief Executive Officer
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	7 March 2018
ATTACHMENT:	12.1.1 – Request for Fee Waiver for Town Hall

BACKGROUND:

A letter has been received from Mrs Gayle Vasey requesting a reduction in fees for the hire of the Town Hall for a two-month period over winter to allow the Nannup Markets to move indoors. Actual months requested are June and July 2018.

Mrs Vasey advises that last year the markets moved indoors for a similar period and that this move was coordinated by the BigN. This year the coordination of these markets is by the actual stallholders themselves. The committee for this group currently has four members who are in the initial stages of planning for 2018 as well as setting up a Facebook page to ensure that all stallholders can contact each other and advise the group of when they will be attending etc. To date, Mrs Vasey has already received confirmation from 12 store holders agreeing to regularly take part in the markets over this period.

The Nannup Market committee contacted the previous CEO in 2017 to ask for support in getting these markets up and running within the town hall. Based on the fact that, at the time, this was an introductory arrangement to test if customers and suppliers supported this move, Council support was given which allowed this facility to be used free of charge.

COMMENT:

The Stallholders within this group are made largely of local people including the Nannup Youth Advisory Group. At the point of writing this report there were 12 confirmations of which 10 participants are from the Nannup community. Therefore, this venture should be seen as a community business initiative and congratulated for looking at ways in which to support local business initiatives within the Nannup community. It is noted that there is a \$5 fee charged per stall holder per booking which is used to support community groups rostered on as coordinator for that particular day.

The above request to utilise the Town Hall for a total of 5 times during a period of time known to have inclement weather is understandable. By holding Saturday markets in this location it would be hoped that the main street traders can benefit from the passing trade on each market day.

The cost to Council would be a reduction of hall hire by 50% for this period. Current fees for the 2017/18 period are \$87 per half day. Therefore, the cost of agreeing to this request would be a reduction in income of \$217.50.

Fixed expenses for the same hire period would be cleaning costs and the cost of the utilities i.e. electricity, water and gas. At this point in time it would be hard to put an actual figure on these costs as a whole.

Officer recommendation would be to agree to the request on the condition that the hall is returned to a clean and tidy position at the end of each market day and that, given that the hall will be open for community members and visitors to enter and leave at their leisure, that the heating within the facility not be utilised. This should ensure that costs associated with using the hall are kept to a minimum and ratepayers are not left to cover costs of this event.

STATUTORY ENVIRONMENT:

Nil

POLICY IMPLICATIONS:

Policy BLD 1 – Relating to Use/Hire of Community Facilities:

“Council will charge all hirers of its facilities as per its list of fees and charges which is reviewed annually in line with the budget.

Should a “not for profit” community group/organisation seek the waiving of any fees and charges imposed for use/hire of a community facility, an application in writing is to be submitted and presented to Council for consideration”.

FINANCIAL IMPLICATIONS:

Reduction in income through fees and charges of \$217.50

STRATEGIC IMPLICATIONS:

Shire of Nannup Community Strategic Plan 2017-2027 – Our Community Leadership
- Strategy 5.1 Support Existing and Emerging Community Groups.

RECOMMENDATION:

That Council advises Mrs Vasey, representative of the Nannup Market Stallholders, that Council is prepared to allow the use of the Town Hall for the 5 dates requested at a reduced rate of 50% on the proviso that the hall be returned to a clean and tidy condition at the end of each hiring period and that the heating within the facility not be used to keep the costs associated with the hall hire to a minimum.

VOTING REQUIREMENTS:

Simple Majority

18049 LONGMORE/STEVENSON

That Council advises Mrs Vasey, representative of the Nannup Market Stallholders, that Council is prepared to allow the use of the Town Hall for the 5 dates requested at a reduced rate of 50% on the proviso that the hall be returned to a clean and tidy condition at the end of each hiring period and that the heating within the facility not be used to keep the costs associated with the hall hire to a minimum.

CARRIED (8/0)

AGENDA NUMBER:	12.2
SUBJECT:	Delegation 80 - Food Act 2008 Appointments
LOCATION/ADDRESS:	Whole of Shire
NAME OF APPLICANT:	Shire of Nannup
FILE REFERENCE:	ADM 22
AUTHOR:	Jane Buckland – Development Services Officer
REPORTING OFFICER:	Tracie Bishop – Acting Chief Executive Officer
DISCLOSURE OF INTEREST:	Nil
DATE OF REPORT	8 March 2018
PREVIOUS MEETING REFERENCE:	Nil
ATTACHMENT:	12.2.1 - Delegation 80 - Food Act 2008 Appointments

BACKGROUND:

Under Section 5.42 of the *Local Government Act 1995*, Council may delegate any of its duties or powers to the Chief Executive Officer (delegated authority).

The primary aim of delegated authority is to assist with improving the time taken to make decisions within the constraints allowed by relevant legislation. Having appropriate delegations in place allow day to day decisions to be made by the Chief Executive Officer, who in turn can sub-delegate these decisions to other staff if statutorily allowable.

Power from the *Food Act 2008* is originally assigned to the enforcement agency (Local Government). Section 118(2)(b) of the *Food Act 2008* allows the Local Government to delegate a function conferred on it.

The *Food Regulations 2009* do not provide for sub-delegations.

COMMENT:

The proposed changes to Delegation 80 will allow the Environmental Health Consultant or any other officer designated by the Chief Executive Officer to carry out the duties specified in Sections 122(1) and 126(2) of the *Food Act 2008*. These duties may include food sampling, water sampling, food premise inspections and the issuing of infringement notices.

The need to update the delegation was determined during a review of the *Food Act 2008* when it was discovered that the existing delegation did not refer to the correct sections of the Act.

The name of the delegation has also been changed to better reflect its purpose.

STATUTORY ENVIRONMENT:

Local Government Act 1995, Food Act 2008 and Food Regulations 2009.

POLICY IMPLICATIONS:

Where there is cross reference to a delegation from a Council Policy the delegation is noted as such.

FINANCIAL IMPLICATIONS:

Nil.

STRATEGIC IMPLICATIONS:

Nil

RECOMMENDATION:

That Council, pursuant to Section 5.42 of the *Local Government Act 1995*, approve the changes to Delegation 80 – Food Act 2008 Appointments.

VOTING REQUIREMENTS:

Absolute Majority

18050 HANSEN/BUCKLAND

That Council, pursuant to Section 5.42 of the Local Government Act 1995, approve the changes to Delegation 80 – Food Act 2008 Appointments.

CARRIED BY ABSOLUTE MAJORITY (8/0)

AGENDA NUMBER:	12.3
SUBJECT:	Department of Local Government, Sport & Cultural Industries CSRFF Grant
LOCATION/ADDRESS:	N/A
NAME OF APPLICANT:	Louise Stokes
FILE REFERENCE:	FNC 60
AUTHOR:	Louise Stokes – Economic & Community Development Officer
REPORTING OFFICER:	Tracie Bishop – Acting Chief Executive Officer
DISCLOSURE OF INTEREST:	Nil
DATE OF REPORT:	13 March 2018
ATTACHMENTS:	12.3.1 - Grant Application

BACKGROUND:

Funding is available through the Department of Local Government, Sport & Cultural Industries Community Sport & Recreation Facilities Fund (CSRFF) for projects with a total value of \$200,000 or less. Funding under the CSRFF will cover one third of the cost of the project.

The grant application process requires that Council endorses this application prior to submitting to the Department of Local Government, Sport & Cultural Industries.

This application is to renovate the existing toilets and change rooms in the Nannup Recreation Centre.

COMMENT:

This project has previously been submitted for funding support to the Department however has been unsuccessful due to an oversubscribed pool of applications. The project has been scaled down in its scope and cost.

Council in its 2017-2027 Strategic Planning process indicated this project as a high priority as part of the continued upgrade of the Nannup Recreation Centre precinct.

The project has been quoted at \$56,586 GST exclusive with a CSRFF grant contribution request of \$18,862 GST exclusive.

STATUTORY ENVIRONMENT:

Nil

POLICY AND CONSULTATION IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

Council's contribution of \$37,724 GST exclusive is available in Council's Asset Management Reserve Fund.

STRATEGIC IMPLICATIONS:

Community Strategic Plan 2017-2027 – Our Shire and Streetscape - Strategy 3.1 Well maintained quality infrastructure for our community and visitors and promote activity, Action Upgrade to Recreation Centre.

RECOMMENDATION:

That Council endorse the submission of the Shire of Nannup Recreation Centre change room upgrade project to the Department of Local Government, Sport & Cultural Industries through the current CSRFF funding round.

VOTING REQUIREMENTS:

Simple Majority

18051 STEER/LONGMORE

That Council endorse the submission of the Shire of Nannup Recreation Centre change room upgrade project to the Department of Local Government, Sport & Cultural Industries through the current CSRFF funding round.

CARRIED (8/0)

AGENDA NUMBER:	12.4
SUBJECT:	Monthly Accounts for Payment - February 2018
LOCATION/ADDRESS:	Nannup Shire
NAME OF APPLICANT:	N/A
FILE REFERENCE:	FNC 8
AUTHOR:	Robin Prime – Manager Corporate Services
REPORTING OFFICER:	Tracie Bishop – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
PREVIOUS MEETING REFERENCE:	None
DATE OF REPORT	15 March 2018
ATTACHMENT:	12.4.1 – Accounts for Payment – February 2018 12.4.2 – Credit Card Transactions – February 2018

BACKGROUND:

The Accounts for Payment for the Nannup Shire Municipal Account fund and Trust Account fund from 1 February 2018 to 28 February 2018 as detailed hereunder and noted on the attached schedule, are submitted to Council.

COMMENT:

If Councillors have questions about individual payments prior notice of these questions will enable officers to provide properly researched responses at the Council meeting.

There is currently one corporate credit card in use. A breakdown of this expenditure in the monthly financial report is required to comply with financial regulations. This breakdown is included within the attachments.

Municipal Account

Accounts paid by EFT	10262 – 10366	404,040.96
Accounts paid by cheque	20253 – 20260	1,775.43
Accounts paid by Direct Debit	DD10070.1 – DD10070.9	14,181.71
<i>Sub Total Municipal Account</i>		<u>\$419,998.10</u>

Trust Account

Accounts paid by EFT	10331 - 10331	169.95
Accounts Paid by cheque		0.00
<i>Sub Total Trust Account</i>		<u>\$169.95</u>
Total Payments		<u>\$420,168.05</u>

STATUTORY ENVIRONMENT:

LG (Financial Management) Regulation 13

POLICY IMPLICATIONS:

Nil.

FINANCIAL IMPLICATIONS:

As indicated in Schedule of Accounts for Payment.

STRATEGIC IMPLICATIONS:

Nil.

RECOMMENDATION:

That the List of Accounts for Payment for the Nannup Shire Municipal Account fund totalling \$420,168.05.16 1 February 2018 to 28 February 2018 in the attached schedule be endorsed.

VOTING REQUIREMENTS:

Simple Majority

18052 MELLEMA/STEVENSON

That the List of Accounts for Payment for the Nannup Shire Municipal Account fund totalling \$420,168.05.16 1 February 2018 to 28 February 2018 in the attached schedule be endorsed.

CARRIED (8/0)

18053 STEVENSON /STEER

That Late Item number 12.5 be considered

CARRIED (8/0)

AGENDA NUMBER:	12.5
SUBJECT:	Acting Fire Control Officer - Townsite
LOCATION/ADDRESS:	Nannup Shire
NAME OF APPLICANT:	N/A
FILE REFERENCE:	FRC 1
AUTHOR:	Tracie Bishop – Acting Chief Executive Officer
REPORTING OFFICER:	Tracie Bishop – Acting Chief Executive Officer
DISCLOSURE OF INTEREST:	None
DATE OF REPORT:	22 March 2018

BACKGROUND:

Under the Bush Fires Act 1954 (The Act), Section 38, there is a requirement for local governments to:

S38 (1) A local government may from time to time appoint such persons as it thinks necessary to be its bush fire control officers under and for the purposes of this Act.

Within the Shire of Nannup there are currently twelve Fire Control Officers (FCO). Of these there are ten different jurisdictions, each under the control of a different FCO determined by the different brigades. Rob Bootsma, Community Emergency Services Manager (CESM) is responsible for fulfilling the duties of FCO within the townsite. Rob is about to commence annual leave for a period of three weeks.

COMMENT:

Given that the current time of year is such that Council is in a Restricted Burn Period there is the implication that this position will be required to write permits over this period. As Councillors will be aware, before any fires can be lit in a Restricted Burning Period there is a need to obtain a fire permit from the FCO of the area in which the fire will be lit. Consequently, it is foreseeable that over this period there will be residents seeking a fire permit. By not having appointed a FCO for the townsite this could then create problems unnecessarily.

It is proposed that coverage of this position be allocated to Council's employee, Mr. Leigh Fletcher. Leigh has just completed the Fire Control Officer training and this acting position should help to consolidate learnings from this course. Actual dates required for coverage would be 24 March 2018 through to 16 April 2018. As is the case with Rob, this position and the requirement to write permits would be during work hours only so there are no implications in regards to overtime or additional allowances.

STATUTORY ENVIRONMENT:

Bush Fires Act 1954, Section 38

POLICY IMPLICATIONS:

None

FINANCIAL IMPLICATIONS:

None

STRATEGIC IMPLICATIONS:

Shire of Nannup Workforce Plan 2017/27 – 6-3

Implement a strategic training plan to identify training needs required for succession planning, and career development for purpose of retention.

RECOMMENDATION:

That for the period that the current Community Emergency Services Manager is on leave being from the 24 March 2018 through to 16 April 2018 that Mr Leigh Fletcher is appointed to act in the Fire Control Officer position and take on all duties associated with this position including writing of fire permits for the residents within the townsite of Nannup.

VOTING REQUIREMENTS:

Simple Majority

18054 BUCKLAND/STEVENSON

That for the period that the current Community Emergency Services Manager is on leave being from the 24 March 2018 through to 16 April 2018 that Mr Leigh Fletcher is appointed to act in the Fire Control Officer position and take on all duties associated with this position including writing of fire permits for the residents within the townsite of Nannup.

CARRIED (8/0)

13. NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING

13.1 OFFICERS

Nil

13.2 ELECTED MEMBERS

18055 STEVENSON/BUCKLAND

That Council allows new business to be introduced that is deemed to be considered as an urgent item for consideration.

CARRIED (8/0)

SUSPENSION OF STANDING ORDERS

18056 STEVENSON/BUCKLAND

That Standing Orders be suspended to allow for discussion of the presentation to Council earlier in the meeting in regards to the proposed Declared Pest Rate.

CARRIED (8/0)

RESUMPTION OF STANDING ORDERS

18057 STEVENSON/STEER

That Standing Orders be resumed.

CARRIED (8/0)

PROPOSED DECLARED PEST RATE INTRODUCTION

18058 HANSEN/STEVENSON

- 1. That the CEO, in consultation with Council write to the Minister of Agriculture, the Hon. Alannah MacTieran MLC voicing Council's concerns as to the way in which the Community Consultation Process has been completed in the lead up to this proposed Declared Pest Rate introduction into the Shire of Nannup.**
- 2. That the CEO, in consultation with Council, prepare a letter to be sent to all ratepayers within the Shire of Nannup that seeks Ratepayers feedback as to what their individual appetite is towards the proposed introduction of a Declared Pest Rate for the 2018/19 financial year.**
- 3. That once the responses have been collated from the community feedback these responses form the basis on which Council either supports/does not support the introduction of this Declared Pest Rate.**

4. *That the decision as to whether or not the Rate Book for the Shire of Nannup is given to the Department of Agriculture be based around the results of the Community Consultation and that, until authorised to do so, the CEO will not hand these records to the Department of Agriculture.*

CARRIED (8/0)

18059 STEVENSON/LONGMORE

That Council allows new business to be introduced that is deemed to be considered as an urgent item for consideration.

CARRIED (8/0)

Cr. Stevenson declared a financial interest and left the room at 6.10 p.m.

Cr. Longmore declared an impartiality interest but did not leave the room.

SUSPENSION OF STANDING ORDERS

18060 HANSEN/MELLEMA

That Standing Orders be suspended to allow for discussion of the presentation to Council earlier in the meeting in regards to the funding cuts proposed by State Government to Community Resource Centres and the implication of these cuts to the Nannup Community Resource Centre.

CARRIED (8/0)

RESUMPTION OF STANDING ORDERS

18061 HANSEN/MELLEMA

That Standing Orders be resumed.

CARRIED (8/0)

FUNDING CUTS PROPOSED BY STATE GOVERNMENT TO COMMUNITY RESOURCE CENTRES AND THE IMPLICATION OF THESE CUTS TO THE NANNUP COMMUNITY RESOURCE CENTRE.

18062 HANSEN/MELLEMA

That the CEO, in consultation with Council write to the Minister of Regional Development, Agriculture and Food, the Hon. Alannah MacTieran MLC and to the Hon. James Chown MLC, the Shadow Minister for Regional Development voicing Council's concerns as to proposed 40% cuts to funding to Community Resource Centre's and in particular to the value that the Nannup Community Resource Centre provides to individuals, businesses and local government within the Shire of Nannup.

CARRIED (8/0)

6.17 p.m. Cr. Stevenson re-entered the room.

14. MEETING CLOSED TO THE PUBLIC

14.1 MATTERS FOR WHICH THE MEETING MAY BE CLOSED

Nil

14.2 PUBLIC READING OF RESOLUTIONS THAT MAY BE MADE PUBLIC

Nil

15. ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

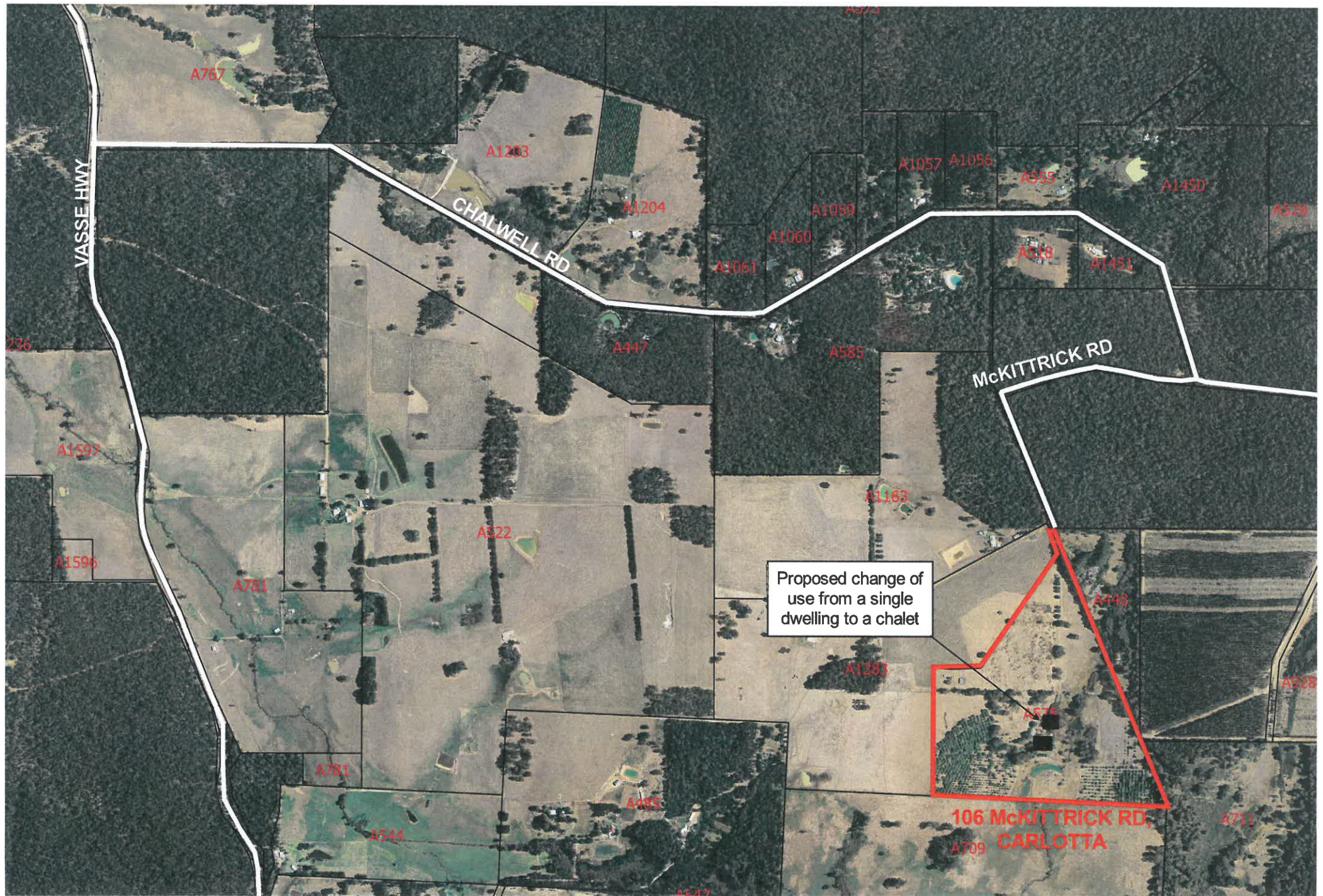
16. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

17. CLOSURE OF MEETING

There being no further business to discuss the Shire President declared the meeting closed at 6.20 pm.

Attachment 12.1.1





Attachment 12.1.2

Friday, 3 February 2017

The Shire of Nannup
Adam Street
Nannup WA 6275

Dear Sir / Madam

Change of use of existing building to become a chalet - 106 McKittrick Road, Carlotta, WA 6275

We would like to apply for our existing cottage to become a chalet. The chalet is a minor/incidental and complementary use with existing rural uses on the property. We will not be preparing food for guests in the holiday rental.

The cottage is an historic cottage made of weatherboard and stone with an iron roof. It was originally the dairy on the farm around 80 years ago. Over the years various owners of the property converted the dairy into accommodation adding rooms, balcony, verandahs and a deck. The existing cottage now comprises three bedrooms and one bathroom. The three bedrooms are two double bedrooms and one bunk room. The cottage now sleeps 8 people comfortably.

The chalet is located in the centre of the farm 10 metres from the new farm house and does not affect neighbouring properties. The property is within a priority agricultural area, with an on-going 'right' to farm on adjoining properties. The guest house is promoted as a farm stay on a working farm and guests are invited to experience life on a working sweet chestnut farm. It is promoted as a rural experience for families with children or couples to enjoy.

The landowner/manager lives on the property and manages visitor behaviour.

Bushfire risks are minimised by stock grazing keeping grasses low. The property is fed by several springs that keep the area in front of the chalet constantly moist. Water is pumped from a dam to a tank as well there being a rain water tank to supply water. A fire fighting trailer is set up for use and in the event of the need to evacuate, access and egress gates are in place on all external boundaries.

Thank you for your consideration of our application.

Sincerely,

Linda Stanley

Chestnut Brae Farm, 106 McKittrick Road, Carlotta, WA 6275
PO Box 200, Nannup, Western Australia, 6275
T: (08) 9756 0011
M: 0409 10 41 20
E: info@chestnutbrae.com.au

Chestnut Brae 106 McKittrick Rd, Carlotta.



Former dairy - now
old farm house.

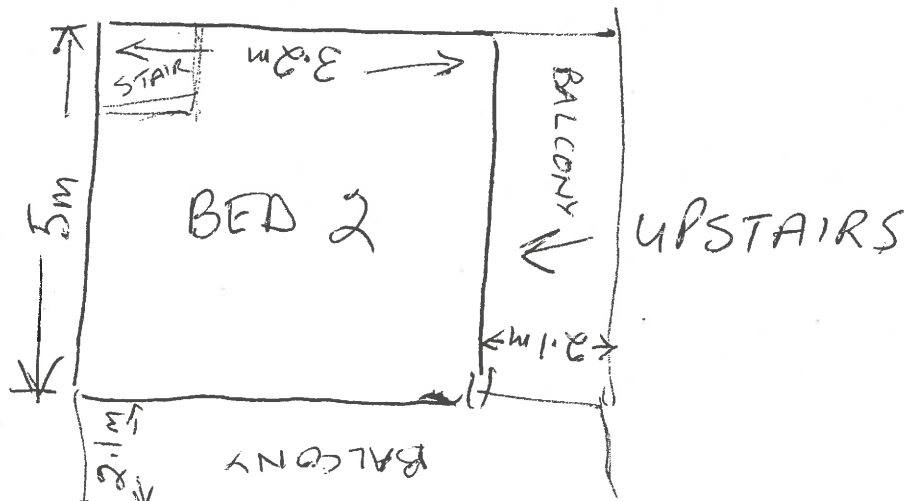
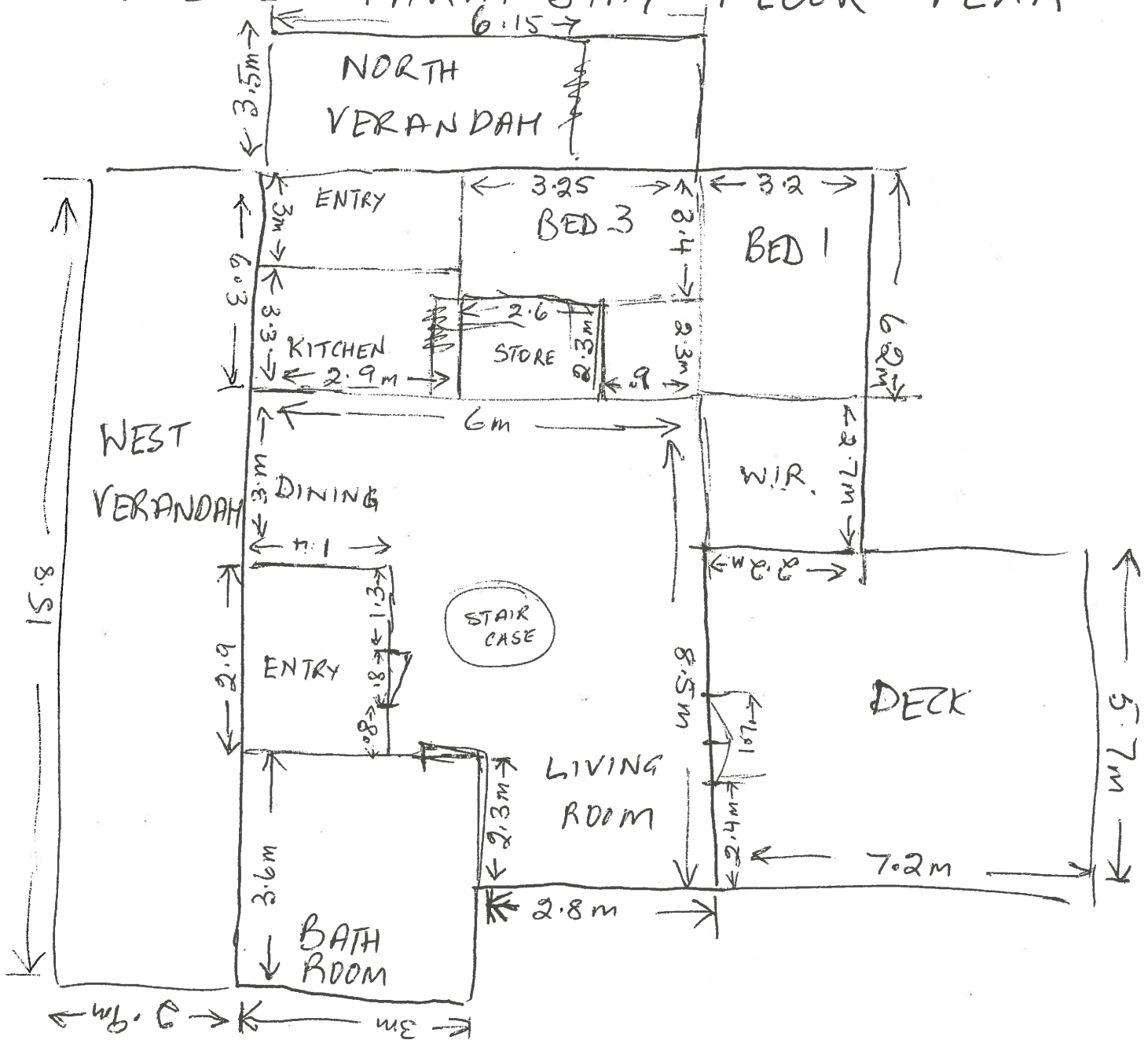
Chestnut Brae 106 McKittrick Rd, Carlotta



New farm house

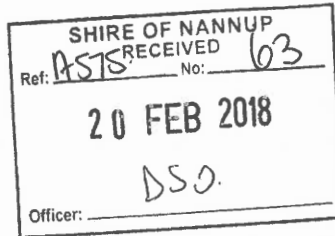
Old farm
house
(proposed holiday
rental)

RESIDENTIAL BRACE FARM STAY FLOOR PLAN





Department of
Primary Industries and
Regional Development



Your reference: A 575
Our reference: LUP 308
Enquiries: Leon van Wyk

Jane Buckland
Development Services Officer
PO Box 11
NANNUP WA 6275
nannup@nannup.wa.gov.au

Dear Jane

**COMMENT: DEVELOPMENT APPLICATION – LOT 21(106) MCKITTRICK ROAD,
CARLOTTA – PROPOSED CHANGE OF USE FROM A SINGLE DWELLING TO A
CHALET**

Thank you for the opportunity to comment on the proposed change of use from single dwelling to chalet at Lot 21(106) McKittrick road, Carlotta.

The Department of Primary Industries and Regional Development (DPIRD) does not object to the change of use from single dwelling to chalet at the abovementioned lot as the single dwelling is buffered from the surrounding properties.

I trust these comments inform your decision on this matter. If you have any queries regarding the comments, please contact Leon van Wyk at (08) 9780 6171 or leon.vanwyk@agric.wa.gov.au.

Yours sincerely

Neil Guise
Regional Director
Southern Region

Date: 13 February 2018

Jane Buckland

From: Patricia Fraser
Sent: Monday, 12 March 2018 3:19 PM
To: Jane Buckland
Subject: Development Application -Lot 21. (106) Mckittrick Road ,Carlotta

Development Application -Lot 21. (106) Mckittrick Road ,Carlotta John & Linda Stanley

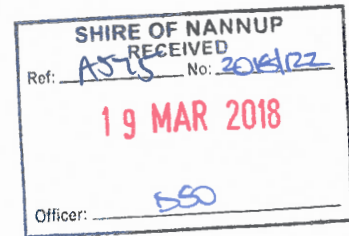
The applicant wants to change from a single dwelling to a chalet in an Agriculture Priority 2 area. Propose to use the old farm house as a guest house, which could accommodate up to 8 people. Want to use it as a farm stay on a working farm. The land owners/ manager lives on the property and will manage visitors' behaviour.

I have a concern with this farm being open as a farm stay property. I adjoin this property along the whole south side border. My main concerns are with noise, dogs and trespassing. I ran a beef cattle operation where I put fresh calves just weaned from their mums up on the property. Does my neighbour guarantee no dogs will be allowed onto my property or people straying. I have had a lot of fences smashed down by stampeding cattle in the past and I suppose in the future. January is my weaning time, that's when I would be having cattle out in a completely new place from where they were born and have lived their lives with their mothers. Now have to live without their mothers to keep them safe and calm.

But if my neighbour can guarantee me that they will do their utmost to keep people and especially unleashed dogs off my property and noise down to a bare minimum and especially no loud parties or noises at night and always keep the boundary gate closed between us. I would have no objections to the Stanley's having families stay at their place enjoying all that Nannup has to offer.

Yours Sincerely,
Patricia Fraser

Sent from my iPad



Adonia Delavigne
PO Box 360 Nannup, WA 6275
adonia@delavigne.com.au
March 18 2018

Jane Buckland
Development Services Officer at Shire Planning Unit
Shire of Nannup
15 Adam Street, Nannup, WA 6275
Nannup@nannup.wa.gov.au
Fax: 08 97561275

Dear Jane Buckland:

**Planning application number A575 Lot 21(106) McKittrick Road Carlotta –
“Proposed change of use from a single dwelling to a chalet”.**

This letter relates to the proposed conversion of existing farm outbuilding (Shearing Shed) into habitable short stay accommodation at 106 McKittrick Road, Carlotta, 6275 by John and Linda Stanley.

I am writing in connection to the above planning application. I have examined the plans and I know the site well. I wish to **object strongly** to the redevelopment of this farm outbuilding in this location. Carlotta is a small dispersed settlement of working farms, bush blocks and hobby farms where redevelopment proposals should be considered very carefully to ensure that existing agricultural activities and lifestyles of residents are maintained to conserve the environment and character of the community.

The documents I make reference to are:

1. Shire of Nannup Local Planning Strategy (draft version March 2017)
2. Shire of Nannup Local Planning Scheme No. 3 (LPS3)

I will now bring to your attention the number of breaches to Nannup local planning policy that will occur if this proposal is given the go ahead.

- Conversion of existing farm outbuildings on working farms to purposes other than farming could ruin the character of the of community while short stay accommodation development would overwhelm it. Carlotta's current land use is

Jane Buckland

March 18 2018

Page 2

in conflict with this proposal as there is already an oversupply of short stay accommodation being under utilised in the immediate area with Mossbrook Country Estate located at 5 Roberts Road, Carlotta and Nannup Bush Retreat at Chalwell Road, Carlotta. I refer to the Nannup draft Local Planning Strategy *section 5.1 Promoting Economic Development part b*, where the council will “**support home based businesses subject to complying with the LPS and the business being a “good neighbor”**. Existing local accommodation businesses should be supported and not undercut by creating an oversupply in the small local market. This will cause financial hardship to residents already with their established businesses trying to generate an income with increased competition.

Houses



Nannup Bush Retreat

\$196 to \$292 • Book instantly • Features • Nannup Bush Retreat
4 star rated (2017) • Pets by arrangement • 100% available
No Smoking Allowed

An eco-friendly family retreat on the edge of the bush with lake and jetty, outdoor hot tubs, bush walks and great outdoor activities for kids. PLUS A FREE BOTTLE OF CHAMPAGNE AND CHOCOLATES ON ARRIVAL. [view more info](#)

[VIEW DETAILS](#)

[SHOW LOCATION](#)

[100% available](#)



Moss Brook Bed & Breakfast

From \$150 • Park proximity • Featured • 4.9/5 • 100% satisfaction
No Pets • WiFi available • Non-Smoking Rooms

A 100% SATISFIED TRIPADVISOR Award Winner with 100% Satisfaction
Excellence in 2016 from TripAdvisor. A truly relaxing, offering
boutique accommodation in a beautiful style home. [view more info](#)

[SHOW LOCATION](#)

I also refer to the Nannup draft Local Planning Strategy *section 9.0 Rural aims part a* section that **“Protect rural land from incompatible uses by iv) minimising land use conflicts that compromise agricultural land uses”** and *part b* of the same section **“preserve the productivity of agricultural land and water resources to maximize economic advantages to the Shire and ensure long term food security”**. In the strategies section *for 9.0 Rural part d, section 1*, I do not believe that this plan has addressed the real concern that **“suitable land or buildings are not available elsewhere or that the proponents have suitably demonstrated that there are exceptional circumstance to satisfy local government”**. At no point have John and Linda Stanley made regular contact with my mother Lesley Allen at 95 McKittrick Road, Carlotta to inform her of their farming activities which impact her as per the normal **“Good Neighbor”** concept. Being well aware of normal farming activities over many years next door we have had very limited direct contact but yet have been accommodating. After they initially moved into the property there has been almost no direct contact. However, a change to the volume and type of visitors next door is a matter of

This is a commercial farm as per the farm's website

I do not know any tourists who would want to vacation at a pig farm

What we produce

Our 30 year old sweet chestnut trees produce 9 tonnes of sweet chestnuts each year. Chestnut Bliss is Pre-Certification Organic and uses animals to help build soil health. Our animals are all pasture raised, and, being fed on sweet chestnuts, produce the sweetest flavoured meat you have ever tasted.

concern for both our personal safety and environmental concerns. *(Please refer to the satellite map at the bottom of the letter to see how close my mother's home is to the fence line and the neighboring driveway and also the native bush block that provides access to all the properties on road)*

- The Nannup Local Planning strategy *section 9.2 Dwellings in Rural Areas part a* **“supports only one dwelling per lot except as where justified by the proponent to manage the land for sustainable agricultural use”** 106
McKittrick Road, Carlotta has in the last two years had a new substantial residential building built at the location to house the owners John and Linda Stanley, while they have started providing farm stay accommodation at the older existing residential farmhouse located on the Chestnut Brae agricultural commercial farm. This redevelopment of land usage while new for the lot has still been in keeping with the existing Nannup local planning scheme number 3 of two residential houses per rural lot (as needed) and has not added to change the overall traffic movement or environmental impact to surrounding sensitive natural bush. Please refer screen capture from farm’s website below photo.





This property already has two residential houses

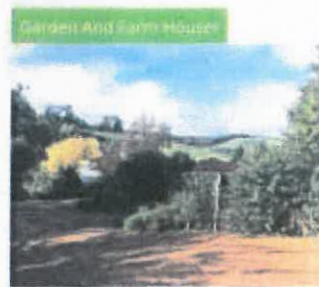
Accommodation on the Farm

In the heart of the Southern Forest south of Heemra, nestled between pristine jarrah forest and rolling hills of farm land, Chestnut Cottage is a peaceful rural retreat. Being the original farm house at Chestnut Brae, it's unique tucked away location offers privacy and tranquility and is ideal for relaxing, reading, and watching bush walking, exploring the south west region, or watching kangaroos and emus at the start and end of each day.

The cottage has pine raked ceilings, wide floor and comprises 2 queen size bedrooms, a separate bunk room with two double bunks complete with all bedding requirements and duvets. It has 1 bathroom with a shower and a spa bath to relax in with luxury handmade soap supplied. In the dining room a beautiful jaxon table and chairs are provided, while in the lounge room there is a double sofa bed where you can snuggle up in front of the wood burning fire to enjoy the ambience of flickering flames during a cosy romantic winter escape. There is a small library of books, board games and Satellite TV. The kitchen is fully equipped with crockery, cutlery, tea and coffee making facilities, four burner gas cooktop and fridge/freezer. There is a gas barbecue alongside the front deck and a Portacool and high chair are available at no charge. All you need to bring is your own food and refreshments.

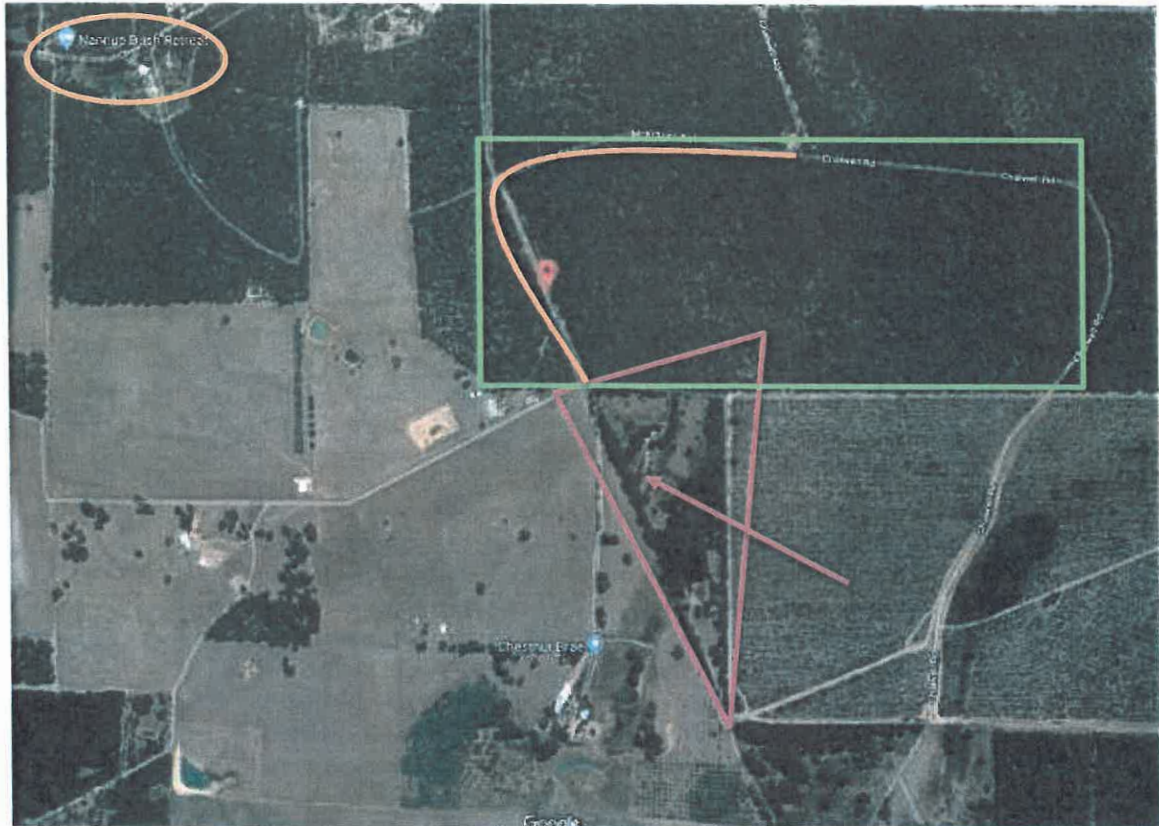
Panoramic views of the farm can be enjoyed from the upstairs double bedroom and on balcony where it is lovely to sit and relax at the end of the day enjoying your nibbles of chestnuts and a glass of local wine. Our air is so fresh you can smell the freshness. It is a perfect location to relax, relax and recharge.

The cottage and all rooms are non-smoking. Please remember that this is a Working Farm, we have three protected dams and free range animals, and your children and you, regardless of age, you must supervise your children at all times.



As stated this is a working farm

- Under Nannup Local Planning Strategy *section 5.4 part h)* says the shire will **“Not support tourist and recreational development, beyond low-key activities such as bed and breakfast establishments, for lots that do not have direct access to a constructed public road”**. This property is at the end of a dirt track that goes through a very environmentally sensitive area of unique western Australia flora and fauna. High traffic to this area would be a bushfire and environment hazard risk.



Key

- Orange oval - Nannup Bush Retreat (existing short stay accommodation)
- Orange curve folding McKittrick Road (gravel track to access local properties)
- Green rectangle – natural bush reserve with endangered flora and fauna identified by CALM eg local Orchid and black red-tailed cockatoos
- Red triangle – Lesley Allen's property at 95 McKittrick Road with red arrow showing location of homestead
- Google map pin – Chestnut Brae commercial agricultural farm

If this application is to be decided by councilors, please take this as notice that I would like this letter of objection to be tabled at the meeting of the committee at which this application is expected to be decided. Please let me know when this meeting is to occur ,

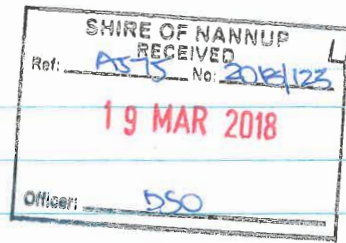
Sincerely,

Jane Buckland
March 18 2018
Page 7

Adonia Delavigne

W053

95 McKittrick road Carlotta
P.O. Box 360 Nannup 6275



4 3 2018

Dear Jane

Re development application Lot 21 (106) McKittrick Rd
Carlotta proposed change of use from single dwelling to Chalet.

I am very concerned about the increase in the crime rate that will
wobably occure with a high volume of strangers coming egging.
The noise rate will increase and echo throughout the valley
which is on solid rock. Plus more people will cause
constant traffic with more noise and pollution.

Carlotta and Nannup already have working farm style
accommodation available (Mossbrook.) Many of who
are struggling economically due to lack of occupancy
throughout most of the year. Seems to me there might be
an over supply of this type of accommodation.

By increasing the volume of chalets in Carlotta and
Nannup, the council is putting all those other people
who have spent their savings on their chalets into
economic hardship and possible bankruptcy.

If the Stanley's wanted farm stay accomidation then
why didnt they buy Mossbrook which has been for
sale for many years. The Stanley's spend very little
time living in Carlotta choosing to treat their property
as a bussness venture rather than a home and
life style. They will not be affected by the public
they choose to thrust upon me.

Also there are environmental factors to consider
I have enclosed a list of Life forms other than
human that live and hunt on my land in the
relative peace and tranquility of the Carlotta hills.

The noise pollution that is generated on the Stanley's property
is consistant and distressing. Forty odd years I have
paid my mortgage and in all that time the people staying

18 3 2018

on the Stanley's Land are by far the loudest noisiest I have ever known. The peace and serenity of this beautiful Carlotta valley is destroyed constantly to the detriment of myself and other valley home owners.

Irritating and relentless noise by the people next door is destroying the lifestyle of McKittrick valley residents.

The dog barks often hours at a time, day and in the middle of the night.

Every Saturday and Sunday this summer they had constant bulldozer noise all day.

The motor bike starts from the time the public arrive often until 3pm on the weekends.

Loud voices and sounds can be heard in my lounge room even with the windows closed.

Traffic is never ending, going in and out early in the morning and till late at night.

None of these sounds includes what one expects at harvest time or normal farm sounds.

Linda Stanley conversed in my home just after arriving in the valley. Linda told me her dreams for her property before even building the new house. I relayed my doubts and opinion about the public so close to my home. The Stanleys knew I was against a Chalet and public housing. At no time did they advise me to consult with my family or a legal adviser on the issue of a public Chalet.

Mr Stanley has this summer had 2 heart attacks and may be preparing to retire. I believe this proposal from single dwelling to Chalet is to enhance the SELLING POWER of their investment. I imagine a pig and chestnut tree farm might be hard to sell in today's market.

4 3 2018

Endangered species

Ringtailed Possums

Red and Yellow tailed Black cochotoco

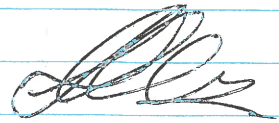
OTHERKangaroos Emus Racehorses Black skinks
Deagites, Tigersnakes, Python.Birds

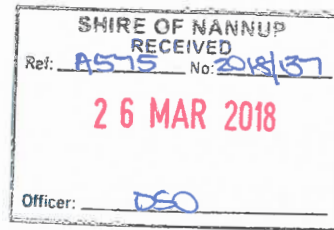
Kookaburras - Little Eagles - Stabbie Quail
 Frogmouths - Owls - Collard Sparrow Hawk
 Golden whistler - Western Spinebill - silvereye
 Scarlet Robin - Star finch - - magpie Larks
 Jacky winter - Wood ducks - Splendid fairy wren
 Red capped parrot - New Holland honeyeater
 Western Rosella - Black shouldered Kite
 Elegant parrot - Fantailed cockoo -
 Palled cockoo - Horsefield bronze cockoo
 Southern Boobock - Rufous Whistler

95 McKittrick road is an environment that gives
 sanctuary to all these and more creatures
 It is my endeavour to Preserve and Protect
 the uniqueness of all these West Australian
 life forms and the environment in which they live.

I do not want Strangers coming and going
 week after week Year after Year next to
 this fragile environment.

City people do not leave green footprints

Lifelong resident Lesley P. Allen 



Our Ref: D04707
Your Ref: DA17/0679

Jane Buckland
Shire of Nannup
nannup@nannup.wa.gov.au

Dear Ms Buckland

RE: VULNERABLE LAND USE – LOT 21 MCKITTRICK ROAD, CARLOTTA – CHANGE OF USE FROM SINGLE DWELLING TO A CHALET

I refer to your email dated 7 February 2018 regarding the submission of a Bushfire Management Plan (BMP) (Revision B), prepared by Ecosystem Solutions dated 18 December 2017, for the above development application.

DFES provide the following comments with regard to *State Planning Policy 3.7 Planning in Bushfire Prone Areas* (SPP3.7) and the *Guidelines for Planning in Bushfire Prone Areas* (Guidelines).

Comment

- DFES acknowledges that a private dwelling currently exists on the subject site and the development application seeks the diversification of use. However, the introduction of a vulnerable land use would constitute an intensification of development and trigger application of SPP 3.7.
- Therefore, the BMP requires further clarification of the requirements of SPP3.7 and the supporting Guidelines as outlined in our assessment below.

Tourism Land Uses

- Tourism land uses, such as short stay accommodation, are considered a vulnerable land use as prescribed by section 5.5.1 'Vulnerable Land Uses' of the Guidelines.
- Vulnerable land uses located in designated bushfire prone areas require special consideration, especially as the chalet is in remote location and visitors may be unfamiliar with bushfire impacts and their surroundings.
- The current provisions of SPP3.7 and the Guidelines do not provide for tourism land uses to be considered differently to any other vulnerable land use and as such, there is no further guidance or policy for DFES to refer when assessing this type of development.
- The Department of Planning, Lands and Heritage' (DPLH) are working, in consultation with DFES, to better facilitate tourism land uses within the scope of SPP3.7 and the Guidelines, where the tourism land use has been recognised in a local planning strategy or scheme.
- Consequently, the DFES advice provided relates to the Guidelines and compliance with the bushfire protection criteria to aid decision making.

Assessment

1. Policy measure 6.5 a) (i) BHL Assessment

Issue	Assessment	Action
BHL assessment	The BHL map at page 38 of the BMP and associated text at Section 4.4 are incorrect and do not apply the correct methodology in accordance with the Guidelines. A BHL should be pre-development. Class B Woodland can only be classified as moderate if it is demonstrated and evidence provided that the classification is consistent with Class B Woodland (06) to (09) in accordance with Table 2.3 of AS 3959.	Modification required. The BHL is not necessary for the proposal and deletion is recommended.

1. Policy measure 6.5 a) (ii) BAL Contour Map

Issue	Assessment	Action
BAL Contour Map	The BMP at page 17 details the accommodation is within an area of BAL-12.5 contrary to the BAL Contour Map which depicts the edge of the building in BAL-40. The extent of the BAL-40 affecting the vulnerable development is unclear. The BAL Contour Map should include additional maps at a scale for the buildings/development to clearly demonstrate compliance with Element 1 and 2. Additionally the required APZ for the building has not been depicted.	Clarification/ modification required.

2. Policy measure 6.5 c) Non-compliance with the Bushfire Protection Criteria

Element	Assessment	Action
Location	A1.1 – not demonstrated The proposed BAL ratings cannot be validated as the BAL Contour Map requires amendment as indicated in the table above.	Please demonstrate compliance.
Siting & Design	A2.1 – not demonstrated The proposed BAL ratings cannot be validated for the reasons outlined in the table above.	Please demonstrate compliance.
Vehicular Access	A3.1 – does not comply The BMP has not demonstrated that the intent of A3.1 has been achieved. McKattrick Road is an existing public road however it is ultimately a single access road, that adjoins another single access road namely Chalwell Road. Access to two destinations, in accordance with the acceptable solution, is not available until Vasse Highway approximately 3.7km from the site. This exceeds the acceptable maximum length of 200 metres for a dead-end road. The BMP/EEP require further refinement to consider contingencies as it does not appear the development	Modification required. Update the BMP to document the non-compliance with this acceptable solution. Public road access to/from the development should be demonstrated spatially.

Element	Assessment	Action
	can meet the intent of Element 3: Vehicular Access.	In response to non-compliance, DFES encourage the decision maker to ensure that contingencies are developed and detailed within the BMP/EEP.
Implementation	Section 7.2 of the BMP is required to detail both the installation and maintenance responsibilities for the risk management strategies. In particular the BMP requires revision to address the APZ, private driveway, fire breaks and water supply responsibilities.	Modification required.

3. Policy measure 6.6.1 Vulnerable or high-risk land uses

Issue	Assessment	Action
Bushfire Emergency Evacuation Plan (EEP)	<p>The referral has included a <i>"Bushfire Emergency Evacuation Plan"</i> for the purposes of addressing the policy requirements. It is recommended that further consideration be given to the Guidelines Section 5.5.2 'Developing a Bushfire Emergency Evacuation Plan (EEP)'. This contains further detail in regard to what an EEP should include and will ensure the appropriate content is detailed when finalising the EEP for submission to the City.</p> <p>DPLH and DFES have an agreed position where full compliance with the Bushfire Protection Criteria cannot be achieved for tourism development, in these circumstances it is suggested that contingencies are developed and strengthened within the EEP to consider the following:</p> <ul style="list-style-type: none"> • Closure of a Tourism Facility - temporary closure of a tourism facility during months of the year where the bushfire risk is elevated, such as the Local Government restricted and/or prohibited burning seasons. • Early Relocation of Occupants in the Event of a Fire - where it is not an option to close during months of the year where the bushfire risk is elevated, consideration should be given to closure of a tourism facility and/or early evacuation in response to a fire danger rating on any day. • Refuge Buildings and Refuge Open Space Areas - this is a last resort option when it is no longer safe to move to an area not prone to bushfire risk, but sufficiently safe to reach a refuge. 	Modification required.

	<ul style="list-style-type: none"> • Emergency Evacuation Plan - is critical in determining suitability of the proposal, it needs to be site specific and it is encouraged for this to be prepared by a Level 3 Bushfire Practitioner. <p>The following issues were noted in our assessment:</p> <ul style="list-style-type: none"> • The EEP has identified that if evacuation cannot occur then <i>"patrons will be instructed to Shelter in Place at the Emergency Evacuation Point for the duration of the bushfire event"</i>. This is an open-space area and DFES do not consider this acceptable as the only contingency in addressing the bushfire risk. 	
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Advice – modification required

DFES' assessment has identified areas of non-compliance with the bushfire protection criteria and the decision maker should consider if there are options for contingencies that will address the bushfire risk.

Modification to the BMP and EEP should respond to the non-compliance to influence the appropriate bushfire management measures to reduce vulnerability and to minimise the threat of bushfire to visitors and the site itself.

Should the decision maker be of a mind to approve the proposal, as it aligns to Shire's broader tourism strategy and is consistent with the Shire's local planning scheme, the above assessment of compliance with SPP 3.7 is provided to aid decision making.

If you require further information, please contact Land Use Planning Officer, Doug Van Bavel on telephone number 9780 1900.

Yours sincerely



Michelle Neil
DIRECTORY ADVISORY SERVICES

26 March 2018

Jane Buckland

From: Linda Stanley <linda@johnstanley.com.au>
Sent: Thursday, 22 March 2018 5:25 PM
To: Jane Buckland
Subject: Chestnut Brae Farm stay

Hi Jane,

Thanks for sending the letters through and the required changes to the BMP and BEEP. I have sent your requested changes back to Ecosystem Solutions and have asked them to make the required changes and return to me.

With regard to the comments received by the Shire, yes I do see that two of the submitters appear to have mistakenly interpreted our proposal as the change of use of an outbuilding into a new chalet as opposed to the use of the old dwelling as the farm stay. Thank you for noting this.

With the first letter from Ms Phil Allen, a number of points made do not relate to us at all, but I will address her concerns one by one in the order mentioned.

1. Firstly Phil's concern about protecting the environment – we farm using regenerative agriculture which is very hands-on and labour intensive and goes way beyond organic farming, and is primarily focused on restoring soil health by building the microbial activity in the soil. We are passionate about our environment and keep areas of native bush specifically for bird breeding habitats.
2. Noise created – Phil has complained to us about the noise when we use a chain saw along the boundary fence that borders our two properties. Since her complaint we no longer use the chain saw to prune the overhanging limbs on a Sunday, and we endeavour to do it only during the week. We need to prune the overhanging limbs from the trees on our neighbours property as there appears to be no firebreak along our neighbours boundary fence and the trees drop limbs that risk damaging the boundary fence.
3. Dog barks hours at a time day and night – we did in the past have a livestock guardian dog, that patrolled our property guarding our livestock which Phil told me she liked him to be around as it made her feel safe. However we sold the dog on 13th February this year and we no longer have a dog on our property.
4. Every Saturday and Sunday this summer constant bulldozer noise all day. This was not us. We have not had a bulldozer on our property this summer. However another nearby resident was working with a bulldozer on their property – Ben Worthy was building something on his farm, I presume it was Ben she could hear working on his property.
5. Motor bike starts from the time public arrives and continues until 3pm on weekends. Again this is not us. We do not own a motor bike. It must be another neighbour. We have a very old quad bike which has not been operational for some time. It has only just this week been repaired and it is used only for orchard work. It most certainly does not go all day, and is used to take us up to the orchard where it is turned off while we work. Our old quad bike is also used to take feed to the pigs each evening. We buy in 10 weaners during chestnut season and keep them for 10 weeks before they are sold to restaurants. We buy 2 lots and only during chestnut season. So the noise of our old quad bike taking feed to the pigs is for 20 weeks, and for probably about 5 minutes a day.
6. Loud voices being heard. Again I doubt very much that this is coming from us. Most of the time there is only John and I on the farm and we do not shout at each other. When we do have farm guests we specifically request guests to respect the fact that the farm stay is right next to our home and that they keep noise to a minimum and we stipulate that they are not to have any parties at night. Guests that we have had have been very respectful and we have not experienced any noise issues from them. So any loud voices heard are not coming from Chestnut Brae.
7. Traffic is never ending going in and out from early morning till late at night. Again I doubt this noise is from us as we can be on the farm for days before we leave the farm. The Tucker family go

to work early in the morning and the bus collects their small children from their gate. I assume the early morning noise she hears might be from the Tucker family. I do go to an art class in Nannup on a Monday night and return home around 9pm, so on a Monday night it would be me that she hears. Otherwise we very rarely go out at night. Occasionally our daughter and son-in-law come to stay with us and perhaps she might hear our son-in-law going to work in the morning.

8. Our neighbour Phil did mention to Linda that she was a “hermit” and was fearful of strangers, and she kindly warned Linda to be careful bringing strangers, such as volunteers, onto Chestnut Brae especially when John was away. This concern was appreciated.

With regard to the second letter, it seems that Nannup Bush Retreat considers an accommodation provider as competition to themselves. However I have often referred potential guests to Nannup Bush Retreat, and also to Moss Brook, as we believe that the Nannup community should work together to support each other and to grow the visitation and economy of Nannup. I note that the writer thinks we plan to convert the shearing shed to accommodation. This is not the case. We did restore the shearing shed when we first arrived on the farm as we want to preserve this beautiful historic building for future generations to enjoy and when we bought the farm the shearing shed was becoming dilapidated. It is now a workable shearing shed once again.

I see that the writer also doubts that tourists would want to vacation on a pig farm. Chestnut Brae is not a pig farm, it is a chestnut farm that raised heritage Berkshire pigs for between 10-20 weeks a year. Families are welcome to come to the farm to educate children where their food comes from, and the pigs are an attraction to small children, along with the sheep, alpaca, chickens, geese, guinea fowl and turkeys. We very much enjoy showing children the animals and allowing them to help feed the poultry and collect the eggs. It is particularly gratifying when we have Singaporean families come to visit and for some of the children it is the first time they walked on grass! The glow of joy on their parents face is very rewarding as the children experience a farm often for the first time.

On page 4 of the letter – it does not appear that the write objects to the fact that accommodation be provided at the older existing residential farm house. This building is the intended farm stay – not the shearing shed. Page 5 refers to high traffic – this is a low key activity and will not be a high traffic destination.

Patricia Fraser’s letter:

We do stipulate to our farm stay guests that “no pets” are allowed on the farm stay. We have free range poultry on the farm and therefore we request no pets be brought to the farm. On occasion we have had a family request that they be permitted to bring their dog. They have been informed of the free range poultry on the farm and requested that if they must bring their dog that the dog be kept on a lead at all times.

Our farm stay guests are also advised where our boundary fences are and told that they are free to walk on our property but must not go onto our neighbours properties.

We full appreciate the problems that Patricia has had with her cattle being spooked by marron poachers and bringing down her fences and respect her need to keep her cattle calm and happy.

Thank you for the opportunity to respond to the comments received by the Shire.

As soon as the BMP and BEEP have been returned to us with the requested corrections we will forward them on to you.

Many thanks

Best wishes

Linda

Linda Stanley

Chestnut Brae

Email: linda@johnstanley.com.au

PO Box 200, Nannup, Western Australia, 6275, Australia

Chestnut Brae Farm, 106 McKittrick Road, Carlotta, WA, 6275, Australia

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Bushfire Management Plan Coversheet

This Coversheet and accompanying Bushfire Management Plan has been prepared and issued by a person accredited by Fire Protection Association Australia under the Bushfire Planning and Design (BPAD) Accreditation Scheme.

Bushfire Management Plan and Site Details

Site Address / Plan Reference: 106 McKittrick Road

Suburb: Carlotta

State: WA

P/code: 6275

Local government area: Shire of Nannup

Description of the planning proposal: Use existing dwellings as farm stay accommodation and managers residence

BMP Plan / Reference Number: 17411

Version: RevC

Date of Issue: 23/03/2018

Client / Business Name: Chestnut Brae Farm Stay Att: John and Linda Stanley

Reason for referral to DFES	Yes	No
Has the BAL been calculated by a method other than method 1 as outlined in AS3959 (tick no if AS3959 method 1 has been used to calculate the BAL)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have any of the bushfire protection criteria elements been addressed through the use of a performance principle (tick no if only acceptable solutions have been used to address all of the BPC elements)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the proposal any of the following special development types (see SPP 3.7 for definitions)?		
Unavoidable development (in BAL-40 or BAL-FZ)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Strategic planning proposal (including rezoning applications)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Minor development (in BAL-40 or BAL-FZ)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
High risk land-use	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vulnerable land-use	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the development is a special development type as listed above, explain why the proposal is considered to be one of the above listed classifications (E.g. considered vulnerable land-use as the development is for accommodation of the elderly, etc.)?

Short stay accommodation

Note: The decision maker (e.g. local government or the WAPC) should only refer the proposal to DFES for comment if one (or more) of the above answers are ticked "Yes".

BPAD Accredited Practitioner Details and Declaration

Name	Accreditation Level	Accreditation No.	Accreditation Expiry
Gary McMahon	Level 3	35078	11/2019
Company	Contact No.		
Ecosystem Solutions	0427 59 1960		

I declare that the information provided within this bushfire management plan is to the best of my knowledge true and correct

Signature of Practitioner

Date 23/03/2018

Bushfire Management Plan

106 McKittrick Road, Carlotta

23 March 2018

Prepared for:
Chestnut Brae Farm Stay
Att: Linda & John Stanley



Limitations Statement

This report has been solely prepared for Chestnut Brae Farm Stay (Att: Linda & John Stanley). No express or implied warranties are made by Ecosystem Solutions Pty Ltd regarding the findings and data contained in this report. No new research or field studies were conducted other than those specifically outlined in this report. All of the information and details included in this report are based upon the research provided and obtained at the time Ecosystem Solutions Pty Ltd conducted its analysis.

In undertaking this work, the authors have made every effort to ensure the accuracy of the information used. Any conclusions drawn or recommendations made in the report are done in good faith and the consultants take no responsibility for how this information and the report are used subsequently by others.

Please note that the contents in this report may not be directly applicable towards another organisation's needs. Ecosystem Solutions Pty Ltd accepts no liability whatsoever for a third party's use of, or reliance upon, this specific report.

Document Control

Client - Chestnut Brae Farm Stay

Site - 106 McKittrick Road, Carlotta

Version	Revision	Purpose	Author	Reviewer	Submitted	
					Form	Date
Draft Report	Rev A	Draft Report	JN	KP	Electronic (email)	26/09/2017
Draft Report	Rev B	Update Draft	KP	DP	Electronic (email)	18/12/2017
Draft Report	Rev C	Shire of Nannup Comments	KP	DP	Electronic (email)	23/03/2018

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1 Introduction

This Bushfire Management Plan (BMP) has been prepared by Ecosystem Solutions Pty Ltd for 106 McKittrick Road, Carlotta (hereafter referred to as the 'Site') as part of the application for the property to include farm stay accommodation. There is an existing dwelling within the property that will be utilized for this purpose. This report has been prepared by Gary McMahon (B.Sc. M. Env Mgmt. PG Dip Bushfire Protection), Kelly Paterson (B.Sc. Hons. Nat Res Mgmt) and Jackie Nichol (B.Sc. Geol, Zool, PG Dip Env Sc). Ecosystem Solutions has also prepared a Bushfire Emergency Evacuation Plan (BEEP) for the site, which is to be used in conjunction with this BMP.

The purpose of this BMP is to detail the fire management methods and requirements that will be implemented within the site to reduce the threat to residents, visitors and fire fighters in the event of a fire within or near the Site.

2 Site Description

2.1 Location

The property is approximately 21 km to the south east of Nannup, Western Australia, within the Shire of Nannup (Map 1).

2.2 Landscape Elements

The total area of the Site is approximately 28 ha. The Site is mostly cleared paddocks used for agriculture, with some patches of remnant vegetation. The property is being run as a farm stay, with an existing dwelling being utilized for short term accommodation and an additional dwelling as the manager's residence. To the south east and west of the existing dwelling and infrastructure are two large chestnut orchards (Map 2). Two small dams lie south of the buildings, and a further two small dams lie to the north-west. This area is hereafter referred to as The Site.

The Site peaks to the north at approximately 245 m AHD (Australian Height Datum) and the topography is sloping down to the south at between >0 to 5 degrees, dropping to approximately 200 m AHD where the dam to the south of the property sits (Map 2).

3 Statutory Conditions

The Western Australian Planning Commission (WAPC) developed State Planning Policy 3.7: Planning in Bushfire Prone Areas and Guidelines for Planning in Bushfire Prone Areas (WAPC, 2015). The Guidelines for Planning in Bushfire Prone Areas was then updated in February, August and December 2017.

The objectives of this new policy are to:

- Avoid any increase in the threat of bushfire to people, property and infrastructure;
- Reduce the vulnerability to bushfire through the identification and consideration of bushfire risks in decision making at all stages of the planning and development process;
- Ensure higher order strategic planning documents, strategic planning proposals, subdivision and development applications take bushfire protection requirements into account; and

- Achieve an appropriate balance between bushfire risk management measures, biodiversity conservation values, environmental protection and landscape amenity.

The policy determines those areas that are most vulnerable to bushfire and where development is appropriate and not appropriate. The provisions and requirements contained in the new Guidelines for Planning in Bushfire Prone Areas (WAPC, 2017) are used for this determination.

These guidelines form the foundation for fire risk management planning in Western Australia (WA) at a community and land development level.

The *Bush Fires Act 1954* (WA) sets out provisions to reduce the dangers resulting from bushfires, prevent, control and extinguish bushfires and for other purposes. The Act addresses various matters such as prohibited burning times, and enables Local Government to require landowners/occupiers to maintain fire breaks, to control and extinguish bushfires and to establish and maintain Bushfire Brigades.

This Bushfire Management Plan (BMP) demonstrates that all fire protection requirements for issues including fire suppression response, development design, access, water supply, building locations and other relevant performance criteria contained in Guidelines for Planning in Bushfire Prone Areas (WAPC, 2015) can be achieved to the satisfaction of the WAPC.

4 Fire Risk

Numerous elements affect building survival in a bushfire event. Some of these factors relate to the bushfire behaviour experienced at the Site, others relate to the design and construction materials used in the building and the development's surrounding landscape. Infrastructure, utilities, climate and human behaviour also contribute to the overall risk.

Within this plan, the assessment of fire risk takes into account the layout of the development and the conditions that exist at the Site. These include:

- Vegetation type and cover;
- Topography, with particular reference to ground slopes and accessibility;
- Climate; and
- Relationship to surrounding development.

4.1 Vegetation and Topography

An assessment of the composition of the vegetation and the slope of the land under that vegetation was conducted on 21 August 2017 by Gary MacMahon from Ecosystem Solutions, for a minimum distance of 150 m from the edge of the proposed area of development.

Nine plots were identified within the assessment area. These are outlined in Table 1 and Figures 1 to 10. The vegetation classification is shown in Map 3.

Table 1 *Vegetation Classification and Slope*

PLOT NUMBER	SPECIES	CLASS	SLOPE	BAL SLOPE CATEGORY	FIGURE NUMBER/S
1a & 1b	Reticulated and maintained orchards in the south-east and south-west corners of the property.	Excluded under 2.2.3.2 (f)	Not assessable	Not assessable	Figure 1
2	Taxandria spp shrubs over sedges and grass in a winter wet area	Class D - Scrub	Flat	Flat upslope	Figure 2
3	Mostly cleared with some patches of low vegetation comprised mainly of sedges and grasses.	Class G - Grassland	Downslope 2°	Downslope >0 to 5 degrees	Figure 3
4	Row of trees of various species, mainly Jarrah and Marri (<i>Eucalyptus marginata</i> and <i>Corymbia calophylla</i>) with a grazed understory of introduced grasses.	Excluded under 2.2.3.2 (f)	Not assessable	Not assessable	Figure 4
5	Introduced planted trees of various species located adjacent the southwestern chestnut orchard in Plot 1	Excluded under 2.2.3.2 (f)	Not assessable	Not assessable	Figure 5

PLOT NUMBER	SPECIES	CLASS	SLOPE	BAL SLOPE CATEGORY	FIGURE NUMBER/S
6	Mixed overstory of Jarrah (<i>Eucalyptus marginata</i>) and Acacia species over grass	Class B - Woodland	Downslope 4°	Downslope >0 to 5 degrees	Figure 6
7	Low grasses and shrubs	Class D - Scrub	Flat	Flat or upslope	Figure 7
8	Dense forest Jarrah/Marri (<i>Eucalyptus marginata</i> and <i>Corymbia calophylla</i>) and associated understory north of the property	Class A - Forest	Upslope	Flat or upslope	Figure 8
9	Various tree species with minimal understorey	Class B - Woodland	Downslope 4°	Downslope >0 to 5 degrees	Figure 9
10	A small row of Taxandria species near plot 2b	Excluded under 2.2.3.2 (f)	Not assessable	Not assessable	Figure 10
11	Areas of the site managed in a low threat state	Excluded under 2.2.3.2 (f)	Not assessable	Not assessable	Figure 11



Figure 1 Plot 1a & 1b - orchard excluded from classification (Photo 1).



Figure 2 Plot 2a Row of Taxandria, Class D Scrub (Photo 2).



Figure 3 Plot 3 - Class G Grassland (Photo 3).



Figure 4 Plot 4. Row of mixed tree species excluded from classification (Photo 4).



Figure 5 Row of mixed tree species in the old garden area at Plot 5. Excluded from classification (Photo 5).



Figure 6 Plot 6 Class B Woodland (Photo 6).



Figure 7 Plot 7, Class D Scrub (Photo 7)



Figure 8 Plot 8, Class A Forest (Photo 8)



Figure 9 Plot 9 is a row of introduced tree species, Class B Woodland (Photo 9)



Figure 10 Plot 10. Row of *Taxandria* near plot 2b. Excluded from classification (Photo 10).



Figure 11 Plot 11 - Areas within the site to be managed in a low fuel state to be excluded from classification (Photo 11).

4.2 Fire Climate

Bushfire behaviour is significantly affected by weather conditions. They will burn more aggressively when high temperatures combine with low humidity and strong winds. Generally, the greatest fire risk occurs from summer through to autumn, when the moisture levels in the soil and vegetation are low.

The Site is located within the southern area of south-west Western Australia which experiences hot dry summers and cool wet winters (commonly called a Mediterranean climate). Data from the Bureau of Meteorology at Busselton Airport (approximately 70kms to the North of the Site) confirms that the area experiences hot dry summers with an average December to February temperature of 25-35°C with 12-15 mm of rain per month over summer. Winters are cooler with a mean maximum temperature through June, July and August of 16°C and an average July rainfall of 160mm (Figure 12 - BOM, accessed 15 September 2017).

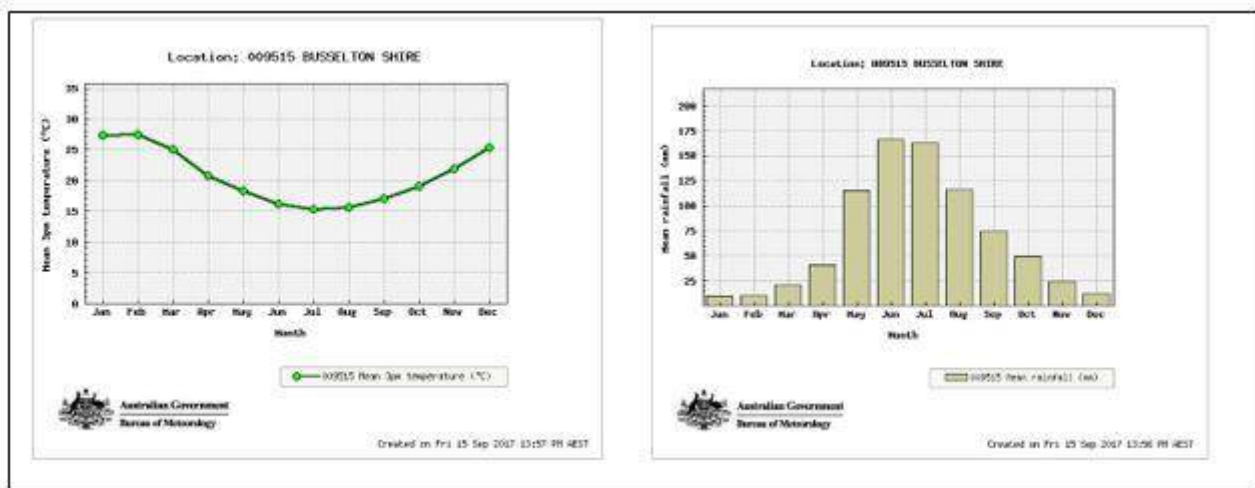


Figure 12 Mean maximum recorded temperatures and monthly rainfall for Busselton

The 3pm December, January and February wind rose for Busselton Airport shows that the afternoon sea breeze from the NW dominates 20-30 % of the time at between 20 and 30 km/h. Wind also comes from the south 20% of the time around 30-40 km/h (Figure 13).

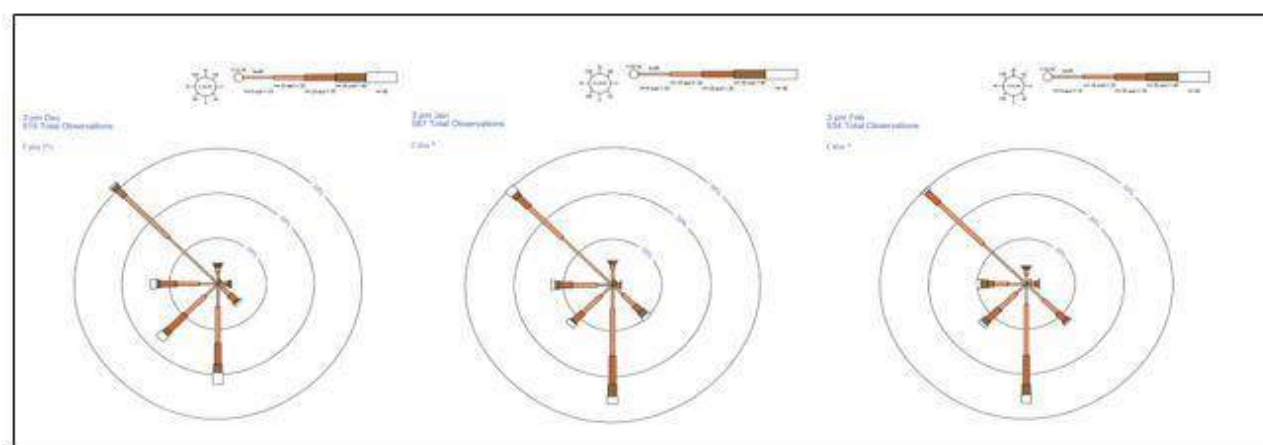


Figure 13 Wind Rose for Busselton Airport in km/h for December, January and February.

The combination of hot dry summers, prevailing winds and dry vegetation poses a bushfire risk. Bushfire prevention is considered essential for the protection of life and property and to ensure that frequent and uncontrolled burning does not degrade the vegetation and conservation values of the surrounding landscape.

4.3 Surrounding Landscape & History

The fire risk to people and property within the Site is considered Moderate due to the mixture of cleared areas and planted vegetation within the site. By complying with the requirements of this BMP, this risk can be appropriately managed.

4.4 Bushfire Hazard Level Assessment

Bushfire Hazard Level (BHL) Assessment is determined by rating the vegetation type against Tables 1-3. Hazard levels and characteristics of *Guidelines for Planning in Bushfire Prone Areas* (WAPC, 2015).

A Bushfire Hazard Level Assessment Map has been prepared which considers vegetation type and structure, and the topography of the Site (Map 4). Areas classified as Class A-Forest and Class D-Scrubland vegetation are classified as Extreme bushfire hazard. Vegetation plots that are Class B-Woodland and Class G-Grassland are considered Moderate bushfire hazard. Any areas within 100m of an Extreme or Moderate bushfire hazard are also considered to be a Moderate bushfire hazard to reflect the increase in risk due to proximity. Areas of vegetation that have been excluded from classification and are more than 100m from an Extreme or Moderate bushfire hazard are considered a Low bushfire hazard (Map 4).

Provided the requirements of this BMP are maintained, the fire risk to people and property within the proposed Site is considered moderate.

5 Bushfire Management Plan

The aim of the Bushfire Management Plan is to reduce the impacts to residents and fire fighters in the event of bushfire within or near the Site.

The Site will need to be developed to incorporate fire management measures outlined within this plan. This includes the following bushfire protection elements as outlined in Guidelines for Planning in Bushfire Prone Areas (WAPC, 2015):

- Location;
- Siting and Design of Development;
- Vehicular Access; and
- Water sources and storage;

Maps 5 and 6 show the elements of the Bushfire Management Plan as outlined below.

5.1 Element 1: Location

Performance Principle

The intent of this element may be achieved where the development is in an area where the bushfire hazard assessment is or will on completion, be moderate or low, or a BAL-29 or below and the risk can be managed.

Acceptable Solutions

To achieve compliance with this element using an acceptable solution approach, acceptable solutions A 1.1 must be met:

A1.1 - Development Location

Background

Australian Standard (AS) 3959-2009 requires that properties exposed to a potential bushfire risk, be assessed to determine a “Bushfire Attack Level” (BAL). The standard defines BAL as:

A means of measuring the severity of a building’s potential exposure to ember attack, radiant heat and direct flame contact, using increments of radiant heat expressed in kilowatts per metre squared, and the basis for establishing the requirements for construction to improve protection of building elements from attack by bushfire. (Standards Australia, AS 3959-2009).

Once assigned, a BAL will determine the appropriate construction requirements for a block or property.

AS 3959-2009 specifies 6 Bushfire Attack Levels (BAL), ranging from Low to Extreme. There are increasing construction requirements ranging from ember protection to direct flame contact protection as the BAL level increases. A BAL assessment determines the appropriate construction requirements for the property. The determination of a property’s BAL in accordance with AS 3959 for bushfire prone areas, is a site-specific assessment that considers a number of factors including the slope of the land, the types of surrounding vegetation and its proximity to other building or structures on the Site. A BAL-LOW rating is considered a low bushfire hazard land classification. BAL- 12.5, BAL-19 and BAL-29 ratings are considered to be areas with a moderate bushfire hazard and BAL-40 and BAL-FZ are rated as areas with extreme bushfire hazard levels and these are not normally approved as suitable building sites by the decision-making authorities.

Acceptable Solutions

The development is located in an area that is, or will be on completion, be subject to either a moderate bushfire hazard level or BAL-29 or lower.

A BAL contour for the site is shown in Map 5. Setbacks to achieve each BAL rating can be found in the tables below. The existing dwellings within the Site do not require BAL assessments unless extensions are planned, in which case the below setback distances will be required. The dwelling proposed for farm stay accommodation is within an area of BAL-12.5

The below tables outline the setbacks required from each vegetation type based on topography:

For Class A-Forest Upslope or Flat, the separation distances and BALs are shown in Table 2.

Table 2 BAL Separation Distances Class A- Forest Vegetation: Upslope or Flat.

Veg Class	BAL – FZ (m from veg)	BAL-40 (m from veg)	BAL-29 (m from veg)	BAL-19 (m from veg)	BAL-12.5 (m from veg)
Class A -Forest	<16m	16 - <21m	21 - <31m	31 - <42m	42-<100m

For Class B - Woodland Upslope or Flat, the separation distances and BALs are shown in Table 3.

Table 3 BAL Separation Distances Class B - Woodland Vegetation: Downslope 0 to 5 degrees.

Veg Class	BAL - FZ (m from veg)	BAL-40 (m from veg)	BAL-29 (m from veg)	BAL-19 (m from veg)	BAL-12.5 (m from veg)
Class B Woodland	<13m	13 - <17m	17 - <25m	25 - <35m	35-<100m

For Class D- Scrub, Upslope or Flat, the separation distances and BALs are shown in Table 4.

Table 4 Bal Separation Distances for Class D-Scrub Vegetation: Upslope or Flat.

Veg Class	BAL – FZ (m from veg)	BAL-40 (m from veg)	BAL-29 (m from veg)	BAL-19 (m from veg)	BAL-12.5 (m from veg)
Class D Scrub	<10m	10 - <13m	13 - <19m	19 - <27m	27-100m

For Class G Grassland, Upslope or Flat, the separation distances and BALs are shown in Table 5.

Table 5 BAL Separation Distances Class G-Grassland Vegetation: Upslope or Flat.

Veg Class	BAL - FZ (m from veg)	BAL-40 (m from veg)	BAL-29 (m from veg)	BAL-19 (m from veg)	BAL-12.5 (m from veg)
Class G Grassland	<7m	7 - <9m	9 - <14m	14 - <20m	20-<50m

The BAL contour for the site is shown in Map 5.

5.2 Element 2: Siting & Design of Development

Performance Principle

The intent of this element may be achieved where the siting and design of the development, including roads, paths and landscaping, is appropriate to the level of bushfire threat that applies to the site. That it minimizes the bushfire risk to people, property and infrastructure, including compliance with AS 3959 if appropriate.

Acceptable Solutions

To achieve compliance with this element acceptable solution A2.1 must be met to the extent that it satisfies Element 1 - Location.

A2.1 - Asset Protection Zone

Background

The WAPC (2015) states that the Asset Protection Zone (APZ) is a low fuel area immediately surrounding a habitable or specified building, and is designed to minimise the likelihood of flame contact with buildings. All the requirements prescribed in A2.1 are essential and must be achieved to ensure compliance. In addition, the APZ (referred to as the Building Protection Zone) requirements of the Shire of Nannup's 2017-2018 Firebreak Notice must also be achieved.

Non-flammable features such as driveways, lawns, landscaped gardens and vegetable patches can form part of the APZs. Isolated trees and shrubs may be retained within APZs.

All APZs should be accommodated within the boundaries of the subject lot, except in situations where the neighbouring lot or lots will be managed in a low-fuel state on an ongoing basis, in perpetuity. The presence of a wall between the bushfire hazard and the site does not alone preclude the need for an Asset Protection Zone (WAPC, 2015).

The size of the APZ from each external wall, supporting post or column of a dwelling needs to be sufficient to provide adequate protection to ensure the potential radiant heat impact of a fire does not exceed 29kW/m^2 . The size of the zone is dependent on the adjacent vegetation type and topography, with the distance increasing as the slope increases (WAPC, 2017).

Acceptable Solutions

Every building will be surrounded by an APZ, depicted on submitted plans, which meets the following requirements:

- a. Width: measured from any external wall or supporting post or column of the proposed building, and of sufficient size to ensure the potential radiant heat impact of a bushfire does not exceed 29kW/m² (BAL-29) in all circumstances.
- b. Location: the APZ should be contained solely within the boundaries of the lot on which the building is situated, except in situations where the neighbouring lot or lots will be managed in a low-fuel state on an ongoing basis, into perpetuity.
- c. Fences: within the APZ are constructed from non-combustible materials (eg. iron, brick, limestone, metal post and wire). It is recommended that solid or slatted non-combustible perimeter fences are used.
- d. Objects: within 10 metres of a building, combustible objects must not be located close to vulnerable parts of the building i.e. windows and doors.
- e. Fine Fuel load: combustible dead vegetation matter less than 6mm in thickness reduced to and maintained at an average of two tonnes per hectare.
- f. Trees (>5m in height): trunks at maturity should be a minimum distance of 6 metres from all elevations of the building, branches at maturity should not touch or overhang the building, lower branches should be removed to a height of 2 metres above the ground and/or surface vegetation, canopy cover should be less than 15% with tree canopies at maturity well spread to at least 5 metres apart as to not form a continuous canopy.
- g. Shrubs (0.5m - 5m in height): should not be located under trees or within 3 metres of buildings, should not be planted in clumps greater than 5m² in area, clumps of shrubs should be separated from each other and any exposed window or door by at least 10 metres. Shrubs greater than 5 metres in height are to be treated as trees.
- h. Ground covers (<0.5 m in height): can be planted under trees but must be properly maintained to remove dead plant material and any parts within 2 meters of a structure, but 3 metres from windows or doors if greater than 100 millimetres in height. Ground covers greater than 100 millimetres in height are to be treated as shrubs.
- i. Grass: should be managed to maintain a height of 100 millimetres or less.

Within this development, APZs will meet the acceptable solutions requirements of A2.1.

5.3 Element 3: Vehicular Access

Performance Principle

The intent of this element may be achieved where the internal layout, design and construction of public and private vehicular access and egress in the site allow emergency and other vehicles to move through it easily and safely at all times

Acceptable Solutions

To achieve the intent, all applicable ‘acceptable solutions’ must be addressed.

A3.1 - Two Access Routes

The site is access via McKittrick Road, Carlotta. McKittrick Road can be taken to the west to access Chalwell Road, which leads to Vasse Highway. McKittrick Road can also be taken to the east to head towards Brockman Highway. The Site itself has a number of gateways allowing alternate access and egress via neighbouring properties, these are illustrated on Map 6.

A3.2 - Public Roads

- **There are no public roads to be constructed for this development**

A3.4 - Battle-axe

There is a battle-axe driveway to access the Site. The battle-axe driveway will be required to meet the standards as outlined in Guidelines for Planning in Bushfire Prone Areas (WAPC, 2015) Table 4, Column 3:

- Minimum trafficable surface: 4 metres
- Horizontal clearance: 6 metres
- Vertical clearance: 4.5 metres
- Maximum grade over <50 metres: 1 in 10
- Minimum weight capacity: 15 tonnes
- Maximum crossfall: 1 in 33
- Curves minimum inner radius: 8.5 metres;
- And
- Maximum length: 600 metres; and
- Minimum width: six metres.

A 3.5 - Private Driveway Longer Than 50 m

The location of the dwellings within the site results in them being more than 50m from a public road. The resulting private driveways will be required to meet the standards as outlined in Guidelines for Planning in Bushfire Prone Areas (WAPC, 2015) Table 4, Column 3:

- required where house site is more than 50 metres from a public road
- Minimum trafficable surface: 4 metres
- Horizontal clearance: 6 metres
- Vertical clearance: 4.5 metres
- Maximum grade over <50 metres: 1 in 10
- Minimum weight capacity: 15 tonnes
- Maximum crossfall: 1 in 33
- Curves minimum inner radius: 8.5 metres;
- The driveway must be all weather surface (i.e. compacted gravel, limestone or sealed):
- Any bridges or culverts are able to support a minimum weight capacity of 15 tonnes.
- Passing bays constructed every 200m with a minimum length of 20 m and a minimum width of 2 m (resulting in a combined width of the passing bay and constructed private driveway to be a minimum of 6 metres). The locations of these passing bays have been indicated on Map 6. The final location of these is yet to be determined. They will be located in the most suitable areas where minimum impact to any native vegetation is required.
- Turn-around areas designed to accommodate type 3.4 fire appliances and to enable them to turn around safely every 500 metres. The location of the turn-around bay is indicated on Map 6, the final location of this is yet to be determined and may change.

The 2016/17 Bushfire Order time periods for the Shire of Nannup are:

Prohibited Burning Period 18th December - 28th February inclusive.

The Shire of Nannup in their 2017-2018 Fuel Hazard Reduction and Fire Break Notice define a firebreak as:

“A firebreak is an area or strip of land where flammable material has been removed or modified to reduce the risk of fires starting and reduce the intensity and rate of spread of fires that may occur. It also allows unrestricted access to all maintenance and fire fighting vehicles. The firebreak shall be constructed within 6 metres of the boundary of the property, must be a minimum of 3 metres wide of mineral earth and have all trees on both sides of the firebreak progressively pruned to a minimum height of 4 metres”.

The bushfire requirements for 106 McKittrick Road Carlotta, according to the Shire of Nannup’s Bushfire Notice are outlined below as per Agricultural land, which is defined as:

“Land that is being actively used for agriculture, viticulture, horticulture etc, and where such use is clearly evident but excluding plantations”.

Rural Land means “Land within the Shire of Nannup which is zoned ‘Agriculture’, ‘Agriculture Priority 1 - Scott Coastal Plain’, ‘Agriculture Priority 2’, ‘Coastal Landscape’, ‘Special Use’ (outside the Nannup townsite) and ‘Future Development’ and any freehold land outside the Nannup townsite that is a ‘Local Scheme Reserve’ in the Shire of Nannup Local Planning Scheme No. 3.” RURAL MANAGED LAND AND ACCOMMODATION VENUES. All rural holdings of land that allow access to the general public, e.g. chalet developments, bed and breakfast establishments, museums, door sale businesses etc are included in this Rural Land section.

- Minimum Standard: The requirements of this order are considered to be the minimum standard of fire prevention work required, protecting not only individual properties, but also the district generally. In addition to this order Council may issue special orders to owners/occupiers if hazard removal is considered necessary in some specific areas.
- There must be active fuel reduction carried out on the property throughout the period of this notice, by means such as grazing by an appropriate number of livestock, slashing and baling etc, or a fuel reduction plan which shows the means of fuel reduction on the land.
- All buildings must have an access track not less than 4 metres in width and vertical clearance of 4 metres to allow access by fire appliances • Around all buildings, haystacks and fuel storage areas, slash and remove all flammable materials likely to create a fire hazard, except living trees and shrubbery, for at least 10 metres around the Buildings, haystacks and fuel storage areas. Height of grass not to exceed 75mm.
- Managed land is not required to have perimeter firebreaks, although land owners and occupiers are encouraged to install them in strategic places to protect their property in

the event of a fire.

- Firebreaks (cleared of all flammable material) not less than 4 metres wide and 4 metres vertically shall be constructed immediately abutting all homesteads, buildings and fuel storage areas on the land. (Note: live standing trees may be permitted in this area).
- A Building Protection Zone extending 20 metres from the homestead / building / fuel storage area firebreak shall be maintained. (Note: live standing trees may be permitted in this area).
- A Trafficable Area shall be constructed inside and within 6 metres of the boundary for the whole of each lot. Further, a 3-metre mineral earth firebreak shall be constructed within this Trafficable Area.
- There is no requirement for firebreaks where the whole area is not covered by homestead and/or buildings and is kept mown or slashed or clear of Flammable Material, or is kept green by efficient water reticulation systems installed by the landowner.
- Plantations: Any area of trees, other than a windbreak exceeding 3 hectares, planted in pine, eucalypt or other trees that have been planted for commercial gain, excluding vineyards and fruit producing trees within orchards.
- Trafficable: Means to be able to travel from one point to another in a 4x4 fire vehicle on a firm and stable surface unhindered and without any obstruction.

During the field visit in August 2017, firebreaks had been maintained within the site.

5.4 Element 4: Water Sources and Storage.

Intent

To ensure that water is available to the site to enable people, property and infrastructure to be defended from bushfire.

Performance Principle

The site is provided with a permanent and secure water supply that is sufficient for firefighting purposes.

Background

Landowners on this site will be required to supply their own domestic water for potable use and emergency structural firefighting purposes.

Acceptable Solutions

A4.3 Individual lots within non-reticulated areas

- Single lots above 500 square metres need a dedicated static water supply on the lot that has the effective capacity of 10,000 litres.

Any water supply tanks installed will be fitted with a gate valve with 100mm female thread and a 75mm storz coupling to enable brigade appliances to draw water. The installation of these fittings should be positioned at the base of the water in the tank for the purpose of drawing water from in the event of a fire. A hardstand and turn around area with sufficient area should be installed at the tanks to allow a 4.4 fire appliance to manoeuvre.

The fire suppression requirements for any built asset/dwelling will be documented within the Building Licence application.

There are water tanks adjacent to the existing dwellings that can be utilized for firefighting purposes.

5.5 Dwelling Construction

Any dwelling that is to be constructed, or additions planned to existing dwellings shall be designed and built to conform with:

- The Shire of Nannup's specifications and requirements;

- Australian Standards AS3959-2009 (Recommendations)- with a BAL-29 rating, construction sections 3 & 7 of AS 3959-2009 apply; with a BAL-19 rating construction sections 3 & 6 of AS 3959-2009 apply; with a BAL 12.5 rating construction sections 3 & 5 apply; and
- The *Homeowners Bushfire Survival Manual* (FESA, 2007) & *Prepare, Act, Survive* (FESA, 2011) guidelines.

5.6 Fire-Fighting Facilities

The Site is located within the Nannup Volunteer Bushfire Brigade district. This brigade is volunteer based and response times can vary.

The current Fire Control Officer for the Nannup Volunteer Bushfire Brigade as at June 2017 is Ian Wishart, phone: 9756 1165.

The owners should make themselves aware of any changes to this by contacting the Shire of Nannup prior to each fire season or noting changes listed in the Shire's Annual Firebreak Notice and Bushfire Brigade Contact Information sheet, which are published each year in late September /early October.

It is recommended that representatives from the Nannup Volunteer Bushfire Brigade are invited to the property before the start of the fire season so that they are familiar with the internal access areas and firefighting resources (including water supplies), whenever prescribed burning or fire-fighting is conducted in the vicinity of the development.

6 Conclusion.

This plan provides acceptable solutions and responses to the relevant performance criteria outlined in Guidelines for Planning in Bushfire Prone Areas (WAPC, 2015).

The majority of the site is to be managed in a low fuel state, significantly reducing the risk of bushfire within the property. An Emergency Evacuation Plan has been prepared and should be used in conjunction with this BMP to further assist in reducing the risk to any guests within the site. The location of the accommodation building is within a Moderate bushfire hazard zone and is within a BAL-12.5 area.

Bushfire safety is a shared responsibility between governments, fire agencies, communities and landowners. The planning and building controls outlined in this plan will reduce the risk of bushfire to people and property. It will not remove all risk however. People interpret risk differently. The

way they prepare and maintain their properties, buildings and assets and the actions they take (e.g. evacuate early or stay and defend) greatly influence their personal safety. Should any guests or residents eventuate within the proposed Site, they need to maintain self-reliance and not wait or expect warnings or assistance from emergency services.

7 Summary

7.1 Overall Fire Threat

With the facilities to be established, and the implementation of this Bushfire Management Plan, fire threat to people and property within this development is significantly reduced.

7.2 Landowners' Responsibilities

The landowners' in succession will be responsible for:

- Being aware of the bushfire risk potentially affecting their property, with an understanding that bushfire threat can never be fully removed;
- Reading, understanding and complying with this Bushfire Management Plan;
- Ensuring the ongoing implementation of this Bushfire Management Plan, including providing successive landowners with a copy of this Bushfire Management Plan, and making them aware of the responsibilities outlined in this Bushfire Management Plan;
- Maintain Asset Protection Zones as specified in Section 5 (A2.1);
- Maintain Fire Breaks as specified in Section 5.3;
- Maintain Private Driveways as specified in Section 5 (A3.2);
- Preparing and implementing contingency measures in the event a bushfire should occur onsite;
- Responding to and complying with fire protection or hazard management notices issued by the local government;
- Maintaining, in good order and condition, all access gates and property fencing, ensuring that the fence does not encroach over the firebreak;
- Preparing a hazard reduction programme with planned rotation burning or physical removal of flammable material;

- Conducting hazard reduction burns or physical fuel removal, on bush areas where the fuel load exceeds eight tonnes per hectare;

7.3 Shire of Nannup's Responsibilities

The responsibility for compliance with the law rests with individual property owner and occupiers and the following conditions are not intended to necessarily transfer some to the responsibilities to the Shire of Nannup.

The Shire of Nannup shall be responsible for:

- Monitoring bush fuel loads in road reserve, public reserves, public open space areas and other areas of bushfire risk and maintaining fuel loads at safe levels;
- Maintaining public roads to appropriate standards ensuring compliance with standards.
- Developing and maintaining District Fire-Fighting Facilities.
- Maintaining, in good order, the condition of the district water tanks and fire hydrants and the apparatus for firefighting purposes.
- Enforcement of the Annual Firebreak Notice;
- Seeking comments and advice from the WAPC and DFES in relation to local bushfire planning policies, and;
- Provision of fire prevention and preparedness advice to landowners upon request.

8 Compliance Checklist

The following comprises the completed checklist for performance criteria and acceptable solutions as stipulated in Guidelines for Planning in Bushfire Prone Areas (WAPC, 2015).

Element			
1: Location	Yes	No	Comment
<i>Does the proposal comply with the performance criteria by applying acceptable solution A1.1?</i>	✓		
2: Siting and design of development	Yes	No	Comment
<i>Does the proposal comply with the performance criteria by applying acceptable solution A2.1</i>	✓		
3: Vehicular access	Yes	No	Comment
<i>Does the proposal comply with the performance criteria by applying acceptable solution A3.1</i>	✓		
<i>Does the proposal comply with the performance criteria by applying acceptable solution A3.2</i>	✓		
<i>Does the proposal comply with the performance criteria by applying acceptable solution A3.3</i>			N/A
<i>Does the proposal comply with the performance criteria by applying acceptable solution A3.4</i>	✓		
<i>Does the proposal comply with the performance criteria by applying acceptable solution A3.5</i>	✓		
<i>Does the proposal comply with the performance criteria by applying acceptable solution A3.6</i>			N/A
<i>Does the proposal comply with the performance criteria by applying acceptable solution A3.7</i>			N/A
<i>Does the proposal comply with the performance criteria by applying acceptable solution A3.8</i>	✓		
4: Water sources and storage	Yes	No	Comment
<i>Does the proposal comply with the performance criteria by applying acceptable solution A4.1</i>			N/A
<i>Does the proposal comply with the performance criteria by applying acceptable solution A4.2</i>			N/A
<i>Does the proposal comply with the performance criteria by applying acceptable solution A4.3</i>	✓		

Applicant Declaration

This Bushfire Management Plan meets the requirements of SPP 3.7 and the Guidelines for Planning in Bushfire Prone Areas (WAPC, 2015).

I declare that the information proposed within this plan is true and correct to the best of my knowledge.

Gary McMahon (B.Sc. M. Env Mgmt PG Dip Bushfire Protection)

for Ecosystem Solutions Pty Ltd.

BPAD Level 3. No. 35078

18th December 2017



9 References

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Tille, P.J. and Lantzke, N.C. (1990). *Busselton-Margaret River-Augusta land capability study*. Land Resources Series No. 5. Department of Agriculture, Western Australia.

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WAPC (2015a). *State Planning Policy 3.7: Planning in Bushfire Prone Areas (SPP 3.7)*. Western Australian Planning Commission, Perth. WA.

WAPC (2017) *Guidelines for Planning in Bushfire Prone Areas. Version 1.1 February 2017*. Western Australian Planning Commission, Perth. WA.

10 Glossary

AS 3959: Australian Standard 3959 Construction of Buildings in Bushfire-Prone Areas.

Asset Protection Zone (APZ): A low fuel area immediately surrounding a building.

BAL: Bushfire Attack Level (BAL) as set out in the Australian Standard 3959 Construction of Buildings in Bushfire-Prone Areas (AS 3959), as referenced in the Building Code of Australia (as amended).

BAL Assessment: An assessment prepared in a manner and form set out in AS 3959 to determine a BAL. It is strongly recommended that BAL assessments are prepared by accredited Level 1 BAL Assessors, unless otherwise exempted in these Guidelines.

BAL Contour Map: A BAL Contour Map is a scale map of the subject lot/s illustrating the potential radiant heat impact and associated indicative BAL ratings in reference to any classified vegetation remaining within 100 metres of the assessment area after the development is complete. The intent of the BAL contour map is to identify land suitable for development based on the indicative BAL rating. It is strongly recommended that BAL Contour Maps are prepared by an accredited Bushfire Planning Practitioner.

Bushfire: An unplanned fire burning in vegetation. A generic term which includes grass fires, forest fires and scrub fires not with and without a suppression objective.

Bushfire hazard: The potential or existing flammability of vegetation that, in association with topography and slope, when ignited may cause harm to people and/or damage property and/or infrastructure.

Bushfire Hazard Level (BHL) assessment: A BHL assessment provides a measure of the likely intensity of a bushfire and the likely level of a bushfire attack on a site determined by categorising and mapping land as having a low, moderate or extreme Bushfire Hazard Level in accordance with the methodology set out in the Guidelines. It is strongly recommended that Bushfire Hazard Level assessments are prepared by an accredited Bushfire Planning Practitioner.

Bushfire Management Plan (BMP): A document that sets out short, medium and long-term risk management strategies for the life of the development. It is strongly recommended that Bushfire Management Plans are prepared by accredited Bushfire Planning Practitioners in accordance with

the requirements set out in the Guidelines on behalf of the landowner/proponent with the assistance of the responsible authority for emergency services where required.

Bushfire Planning Practitioner: A person who holds Level Two or Level Three accreditation under the Western Australian Bushfire Association Framework.

Bushfire prone area: An area that has been designated by the Fire and Emergency Services Commissioner under s. 18P of the Fire and Emergency Services Act 1998 as an area that is subject, or likely to be subject, to bushfires. Such areas are identified on the Map of Bush Fire Prone Areas and can be found on the Department of Fire and Emergency Services website.

Bushfire Protection Criteria: A performance based system of assessing bushfire risk management measures contained in the Guidelines and applied to all strategic planning proposals, subdivisions and development applications.

Bushfire risk: The chance of a bushfire igniting, spreading and causing damage to people, property and infrastructure.

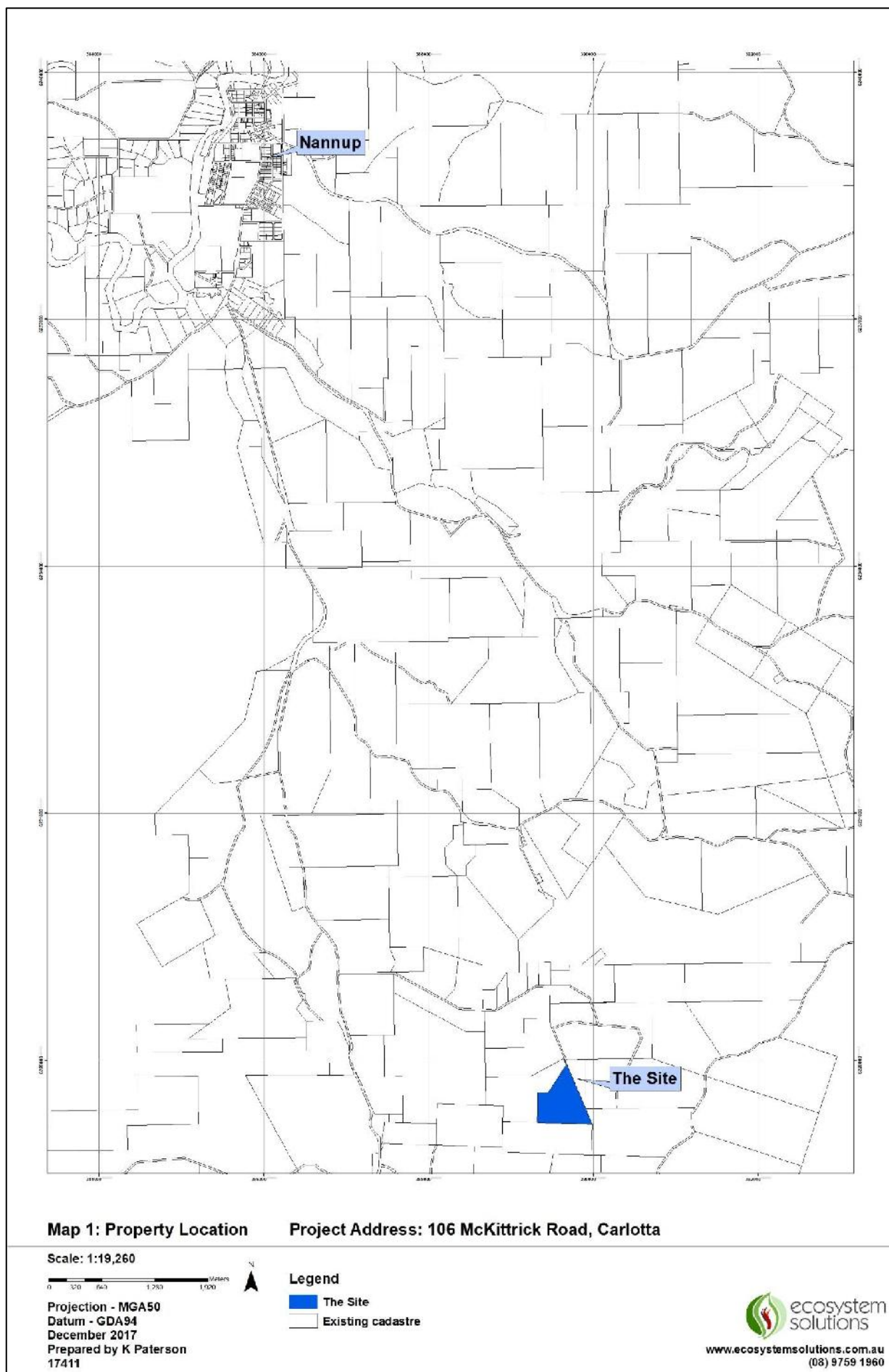
Bushfire risk management: Means the application of the bushfire protection criteria contained in the Guidelines.

Development application: An application for approval to carry out development or change a land use under either a local planning scheme or region planning scheme. This includes local development plans but excludes application for single houses and ancillary dwellings on a lot or lots less than 1,100m².

Guidelines: Refers to the Guidelines for Planning in Bushfire Prone Areas (WAPC 2015), as amended.

WAPC: Western Australian Planning Commission.

11 Maps





Map 2: Site Details

Project Address: 106 McKittrick Road, Carlotta

Scale: 1:1,370

0 20 40 60 80 100 Meters

Projection - MGA50
Datum - GDA94
December 2017
Prepared by K Paterson
17411

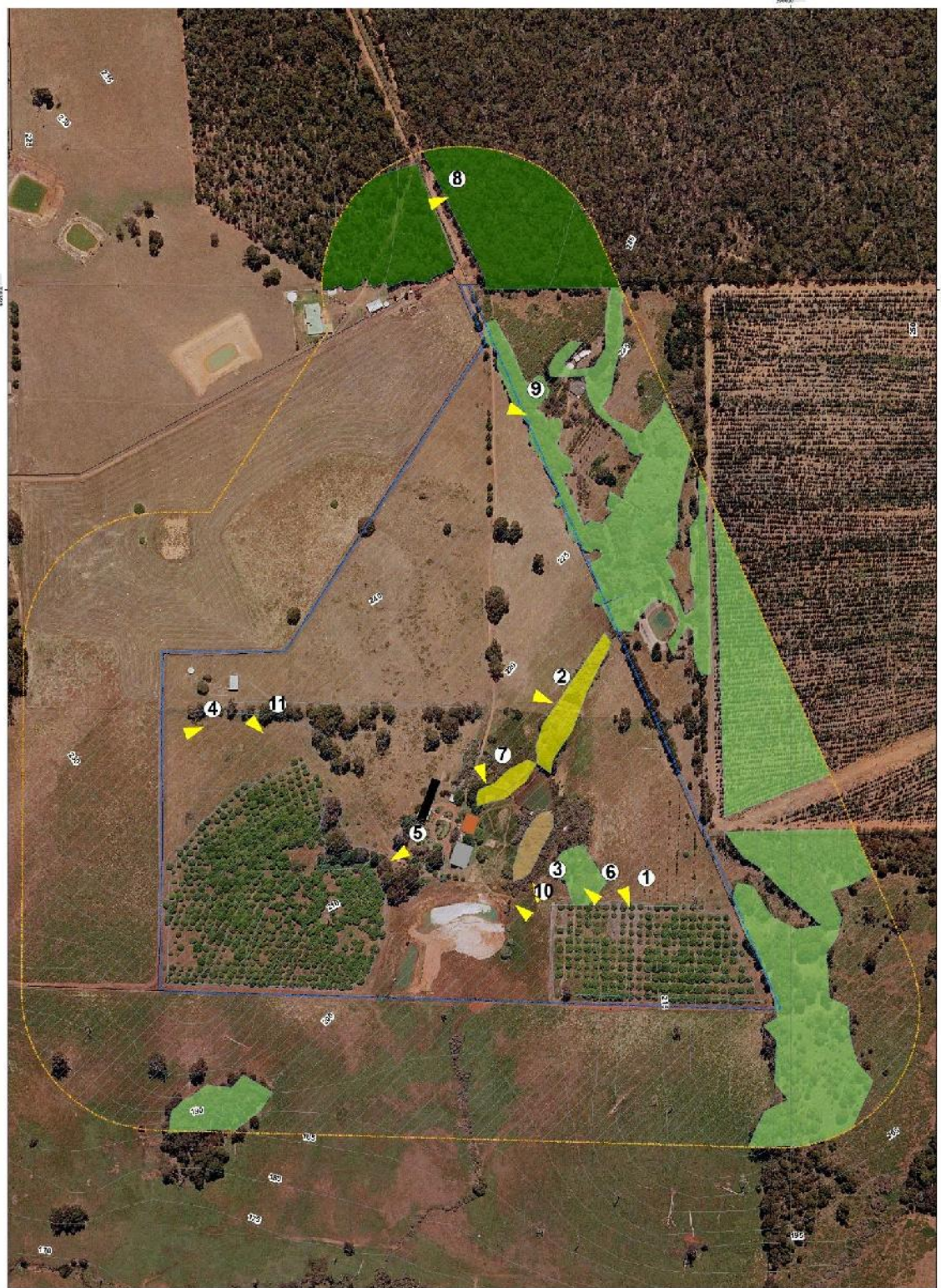


Legend

- The Site
- Elevation (m) AHD
- Existing cadastre
- Farm stay accommodation
- Manager's residence
- Out buildings
- Access



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Map 3: Vegetation Classification

Project Address: 106 McKittrick Road, Carlotta

Scale: 1:2,000

0 20 40 60 80 100 Meters

Projection - MGA50
Datum - GDA94
December 2017
Prepared by K Paterson
17411

Legend

- Assessment Area
- The Site
- Farm stay accommodation
- Manager's residence
- Out buildings
- ▶ Photo Points

Vegetation Classification

- Class A - Forest
- Class B - Woodland
- Class D - Scrub
- Class G - Grassland
- Excluded



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Map 4: Bushfire Hazard Level Assessment Map

Project Address: 106 McKittrick Road, Carlotta

Scale: 1:1,935

0 30 60 90 120 150 180 Meters



Projection - MGA50
Datum - GDA94
December 2017
Prepared by K Paterson
17411

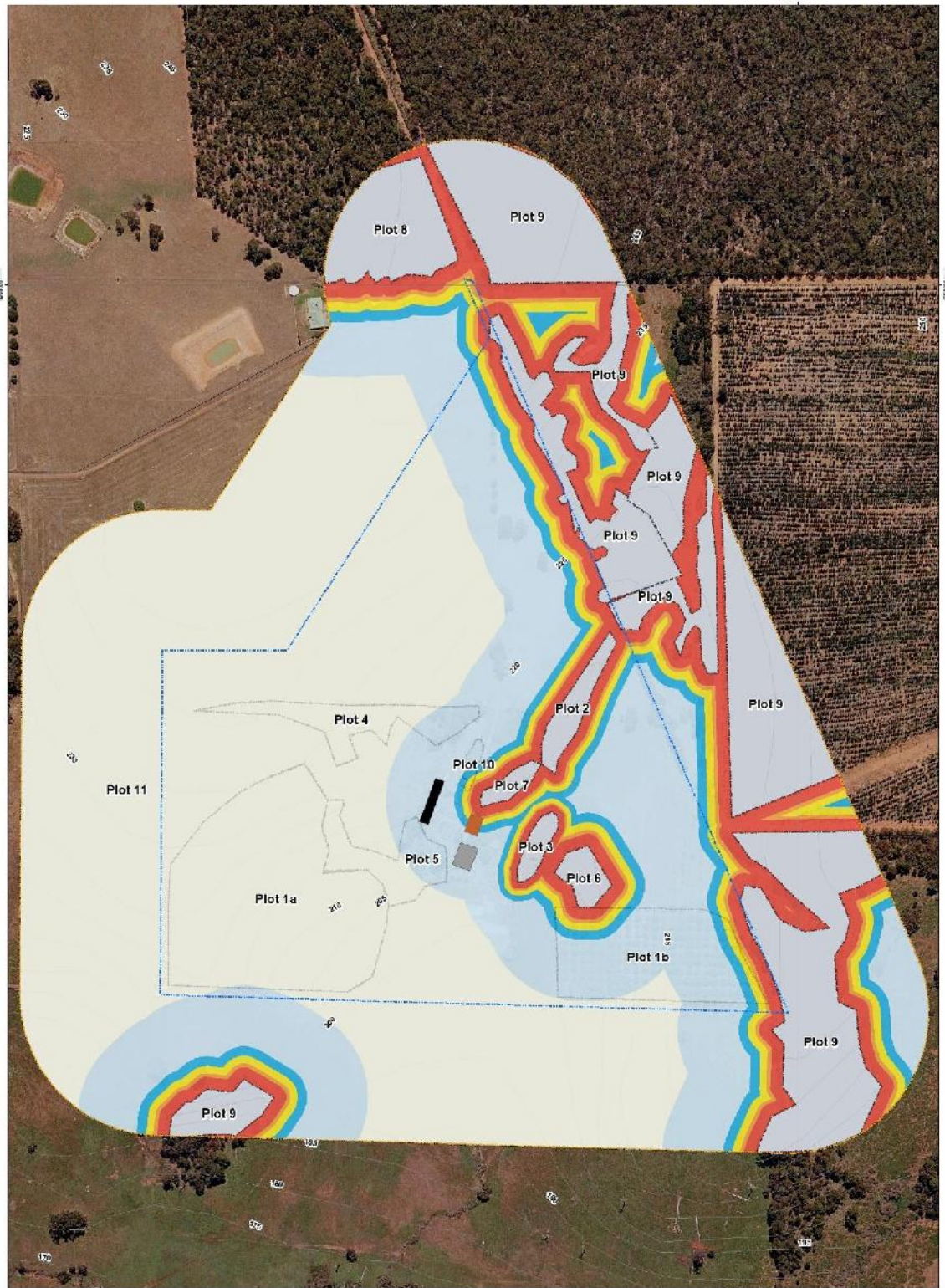
Legend

- Assessment Area
- The Site
- Farm stay accommodation
- Manager's residence
- Out buildings

- Hazard level**
- Extreme
 - Moderate
 - Low



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Map 5: BAL Contour

Project Address: 106 McKittrick Road, Carlotta

Scale: 1:2,000



Projection - MGA50
Datum - GDA94
December 2017
Prepared by K Paterson
17411



Legend

- Assessment Area
- The Site
- Farm stay accommodation
- Manager's residence
- Out buildings
- Vegetation plots

Indicative bushfire attack levels

- BAL-LOW
- BAL-12.5
- BAL-19
- BAL-29
- BAL-40
- BAL-FZ



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Map 6: Bushfire Management Strategies

Project Address: 106 McKittrick Road, Carlotta

Scale: 1:1,500

0 20 40 60 80 100 Metres

Projection - MGA50
Datum - GDA94
December 2017
Prepared by K Paterson
17411



Legend

The Site

Farm stay accommodation

Manager's residence

Out buildings

Emergency Evacuation Point

Access

Passing Bay

Turn Around Bay

Gates



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Bushfire Emergency Evacuation Plan

106 McKittrick Road, Carlotta

23 March 2018

Prepared for:
Chestnut Brae Farm Stay
Att: Linda & John Stanley



Limitations Statement

This report has been solely prepared for Chestnut Brae Farm Stay (Att: Linda & John Stanley). No express or implied warranties are made by Ecosystem Solutions Pty Ltd regarding the findings and data contained in this report. No new research or field studies were conducted other than those specifically outlined in this report. All of the information details included in this report are based upon the research provided and obtained at the time Ecosystem Solutions Pty Ltd conducted its analysis.

In undertaking this work the authors have made every effort to ensure the accuracy of the information used. Any conclusions drawn or recommendations made in the report are done in good faith and the consultants take no responsibility for how this information and the report are used subsequently by others.

Please note that the contents in this report may not be directly applicable towards another organisation's needs. Ecosystem Solutions Pty Ltd accepts no liability whatsoever for a third party's use of, or reliance upon, this specific report.

Disclaimer

Notwithstanding the precautions adopted within this report, it should always be remembered that bushfire behaviour varies under a wide range of condition. An element of risk, no matter how small, always remains.

Document Control

Client - Chestnut Brae Farm Stay

Site – 106 McKittrick Road, Carlotta

Version	Revision	Purpose	Author	Reviewer	Submitted	
					Form	Date
Draft Report	V1	Draft Report	JN	KP	Electronic (email)	26/09/2017
Draft Report	Rev B	Update Draft	KP	DP	Electronic (email)	18/12/2017
Draft Report	Rev C	Shire of Nannup Comments	KP	DP	Electronic (email)	23/03/2018

Filename: z:\projects\17411 106 mckittrick rd, carlotta bmp beep\reports\106 mckittrick rd, carlotta beep revc.docx

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1 Introduction

Chestnut Brae Farm Stay is an existing tourism development at 106 McKittrick Road, Carlotta, which requires the preparation of a Bushfire Emergency Evacuation Plan (BEEP) to ensure the safety of residents and guests within the Site. This plan has been prepared by Gary McMahon (B.Sc. M. Env Mgmt. PG Dip Bushfire Protection) and Kelly Paterson (B.Sc. Hons. Nat Rs Mgmt). Ecosystem Solutions has prepared a Bushfire Management Plan (BMP) for the site, which is to be used in conjunction with this BEEP.

Tourism development is classified as a vulnerable development under Policy Measure 6.6 of State Planning Policy 3.7: Planning in Bushfire Prone Areas (December 2015). As such a Bushfire Emergency Evacuation Plan for the site is required.

The site is located within a State Declared Bushfire Risk Area and includes vegetation within the site which is considered to be a Moderate Bushfire Risk.

The site will be utilised 24 hours a day, seven days a week.

2 Purpose of the Plan

This evacuation plan is designed to guide the operators and users of the site in the case that a bushfire event is imminent and outlines the procedures required to facilitate the quick and safe evacuation of people in the facility during that time.

3 Plan Documents control

At any given time, only one current version of the Bushfire Emergency Evacuation Plan (BEEP) should be in operation. Table 1 shows an example of keeping tabs on the version of the BEEP.

Table 1 Controlled copies of the BEEP (example)

Copy No	Company	Position	Name

4 Emergency Planning Committee - Roles and Responsibilities

An Emergency Planning Committee (EPC) will be established by owners/managers. This is a group comprised of people who may work, live or occupy the facility. Their role is to actively participate in the planning process and identify the roles and likely participants who will be responsible for implementing the Plan and its procedures during an emergency (Emergency Control Organisation - ECO). The people with the primary responsibilities of implementing this fire plan are the owners of the facility or their appointed managers/site manager. The ECO members need to ensure that whenever the site is occupied that there are members available to respond to an emergency, and enable the site to be evacuated quickly and efficiently if required.

Roles and responsibilities with this plan will need to be assigned to staff including:

- Coordinating and arranging transport;
- Physically relocating occupants from one place to another;

- Ensuring all buildings are properly prepared to limit the impact of a fire;
- Initiating any bushfire protection measures; and
- Liaising with emergency services.

These people will be trained in the use of the facilities fire protection equipment, being fire extinguishers, hose reels and/or pumps required under the Building Code of Australia and Local Government regulations for this type of facility.

As a minimum, members of the ECO should include:

- Site Manager;
- Site Operations representative, including a designated Chief Warden and/or Fire Wardens.

The positions and responsibilities should be kept in a register and updated and available for the Chief Warden when required.

The details will be displayed on an evacuation route map that will be prepared and installed in prominent places within the venue.

5 Risks

The area is within a Moderate bushfire risk area, with areas vegetation and grass fuels nearby. The Shire of Nannup has gazetted a Restricted and Prohibited Burning period from the 6th November 2017 to the 31st May Inclusive. The key bushfire risk is during through December to March. These dates can vary from year to year and will be confirmed thought Shire of Nannup annually. It is during these times that the operators should be aware of the increase of bushfire risk in the area.

Prior to the fire season, the site should be managed to minimise potential bushfire hazards. This includes maintaining firebreaks as required under the Shire's Bushfire Notice, reducing fire fuels as outlined in the approved Bushfire Management Plan, under pruning vegetation and removing any vegetation overhanging facilities.

During the fire season, specific triggers for heightened alert of the possibility of bushfire include:

- Fire Danger Rating Days of Severe, Extreme and Catastrophic.
- Days when a total fire ban is declared.

- Days when a harvest movement ban in the local government is declared.

These triggers indicate specific higher risks for bushfire. They can be obtained during the fire period by checking the websites of the Shire of Nannup (www.nannup.wa.gov.au) and the Department of Fire and Emergency Services (www.dfes.wa.gov.au). During summer, the local ABC radio has fire announcements and alerts at 15 minutes before and 15 minutes after the hour during fire events.

On these high-risk days, additional caution should be exercised.

The surrounding landscape to the south and west is mainly clear of standing vegetation and presents a Low to Moderate fire risk. To the north and east of the site are more extensive areas of forest, posing an Extreme bushfire risk. During the summer months, the afternoon wind conditions are predominantly from the south west, therefore a fire is more likely to impact the site from this direction. The public roading system is accessed by travelling 900m north on the public road before turning west onto McKittrick Rd. A further 600m leads to Chalwell Rd that provides safe egress to the north, east and west (Figure 1).

The priority will be to evacuate the site if able. Should this not be possible, as advised by DFES, an alternate shelter in place strategy is to move visitors/guests to the Emergency Evacuation Point west of the entrance driveway (Figure 1). People should use this location to Shelter in Place and remain within this area for the duration of the bushfire event, until advised that it is safe to leave by emergency services. While not ideal, this area provides the greatest potential separation from bushfire hazards if escape cannot be assured.

5.1 Initial detection and suppression equipment

Initial detection and suppression equipment will be provided in the form of fire alarms, hoses, fire extinguishers and fire blankets. Only personnel trained in the use of this equipment should utilise them and only if safe to do so.

5.2 Current Information

Bushfire information on the scale of the response will be available from the following sources:

- Emergency Services Personnel
- DFES Website (www.dfes.wa.gov.au)
- DFES Emergency Information telephone - 13 33 37
- State Alert Emergency warnings to phones and mobile phones

5.3 Fire Danger Ratings

There is a scale of Fire Danger Ratings (FDR) used by the Department of Fire and Emergency Services to provide guidance on the level of bushfire threat on a particular day. This information is based on weather conditions such as temperature, humidity, wind predictions and other predictors of bushfire behaviour.

This information is available from the Bureau of Meteorology and the DFES website, as well as from a number of applications that can be placed on computers or mobile phones (e.g. Emergency Aus).

The FDRs range from Low-Moderate to Catastrophic. Knowledge of the FDR categories and what they mean will assist personnel in making decisions about potential risks. Appendix A shows the Fire Danger Ratings and what they mean.

5.4 WA Emergency Warning System

During a bushfire, emergency services issue community alerts that reflect the increasing risks to life and property. Appendix B shows the Bushfire Warnings, what they mean and what to do about them.

DFES issue the following warnings:

Advice

This means that a fire has started but there is no immediate danger. This is general information to keep you informed. Visitors/guests should be advised that there is a fire in the area, but the danger is not imminent. They should be alert to any change of status.

Watch and Act

A fire is approaching and conditions are changing. The fire may be out of control and there is a high possibility there will be smoke and/or embers. If there is a safe egress and you have been advised by DFES that evacuation is possible, people should move to the assembly point where the fire warden will facilitate evacuation procedures or provide updated information. If advice is that the danger is not imminent, then resident/guests should prepare their vehicles for possible evacuation, when notified.

Emergency Warning

This is issued when the site is in danger and you need to take immediate action. This is the highest level of warning. If it is clear to leave, wardens should facilitate the evacuation of the site. If it is not safe to leave, visitors/guests should remain within the chalet, as this is the safest area to shelter in place (Refer to Figures 1 & 2).

All Clear

When the danger has passed and the fire is under control, this warning will be issued. It still may not be safe to return. You will need to remain vigilant in case the situation changes. Beware of dangers such as smoke, fallen trees, downed power lines on roads and be aware that emergency services may still be working in the area.

6 Emergency Action Procedures

1. The following are examples of potential evacuation triggers for the facility
 - Upon advice from the Shire of Nannup, a DFES/Emergency Service representative or a police officer advising that evacuation is required;
 - Upon the owners or the facility manager directly observing smoke or other signs alerting them that a bushfire is imminent
 - Upon receipt of information from other sources (such as ABC radio, or public communication systems) that a bushfire is imminent and evacuation is recommended.

Note that on days with a Catastrophic Fire Danger Rating, it may be prudent, depending on weather conditions, to closely monitor the conditions a number of times during the day.

2. The managers are to calmly notify all within the facility of the need to gather their belongings and to make their way to the Emergency Evacuation Point. The managers in charge of the evacuation may decide to have either a tabard or a helmet to assist in their identification. A register of patrons may be useful to identify and ensure all are present.
3. The Emergency Evacuation Point is to be located west of the entrance driveway, within the vicinity of the accommodation development. This location is indicated in Figure 1.

4. Any persons who can't make safe egress to the assembly point must be supervised and assisted. It may be prudent to maintain a register of Guests that require assistance in a format as outlined in Table 3.
5. All patrons will be instructed to leave the facility in a calm and controlled manner out the driveway and then west onto McKittrick Rd, depending on the advice received from DFES or the Shire of Nannup on the best egress path for patrons.
6. Once all patrons are evacuated, the owners/manager can then determine if they are to stay and defend the premises or to evacuate themselves. This will be based on their determination of the risk, their skills and capabilities and the advice given by the fire control officers, DFES, or the local government.

If evacuation cannot occur as advised by DFES, patrons will be instructed to Shelter in Place at the Emergency Evacuation Point for the duration of the bushfire event, until advised that it is safe to leave by emergency services (Figure 1).

Table 4 provides a checklist and guidance for these procedures.

Table 2 Guests Requiring Assistance Register

Name	Address/site number	Special needs	Person assisting	Accounted for

Table 3 *Evacuation Procedures*

Action	Person Responsible	Actioned (Yes/No)
Assess the situation - take charge of evacuation, brief and delegate actions to wardens	Chief Warden	
Call Emergency Services 000 and advise of evacuation or shelter-in-place to take place	Chief Warden	
Evacuate visitors/guests in orderly manner to direct them to nominated emergency evacuation point (taking instruction from Chief Warden)	Wardens	
Check site to determine whether all persons have evacuated and report back to chief warden	Wardens	
Turn off evaporative air conditioners, close windows and doors	Wardens	
At the Emergency Evacuation Point, account for presence of all evacuated personnel	Chief Warden/Wardens	
Report any unaccounted or injured persons to Emergency Services	Chief Warden	
If required, arrange for emergency transport	Chief Warden	
Maintain contact with on scene emergency services personnel (follow any instructions) and monitor DFES warnings	Chief Warden	
If unable to evacuate, advise guests/visitors to Shelter In Place at the Emergency Evacuation Point	Chief Warden	
Monitor progress of evacuation and record any action taken as part of an incident report	Chief Warden	
Following return to premise, account for presence of all evacuated personnel	Chief Warden/Wardens	

7 Information

A fire evacuation map will be prepared and displayed in a public area within the facility as required under AS 3745-2020. This will show:

- Diagrams to be located with a height not less than 1200mm and not more than 1600mm above the floor;
- Correct orientation to be shown with regards to directions of egress and its location with a “You Are Here” point;
- Overview map of the facility and nearby infrastructure (i.e. car parks, roading etc.);
- The number and location of each exit;
- The path of travel to each exit;
- The direction and path of travel to a designated Emergency Evacuation Point, to be located to the west of the driveway.
- The location and type of firefighting equipment installed on the facility are to be shown in red (for example, fire extinguishers and hose reels if required). This will also show the location of the external pumps for any external water tanks or alternative water sources.

8 Contacts

For Emergencies, Contact 000.

The site is within the Nannup Volunteer Bushfire Brigade. The fire control officer for the area as at June 2017 is **Ian Wishart**, phone: 9756 1165.

Key Bushfire Contacts within the Shire of Nannup are:

Table 4 Shire of Nannup Bushfire Contacts

Contact	Phone Number
Shire of Nannup - Community Emergency Services Officer	Ph: 08 9756 1018 Mob: 0429 318 763
Rural Areas	Bushfire Service - 000
Townsite	Fire & Rescue - 000
State Forest & FPC Pine Plantations	Kirup DBCA Office 9731 6232

Note this information should be updated annually and displayed within or near the Fire Evacuation Map. It is the owner's/manager's responsibility to ensure this information is current at the beginning of each fire season.

9 Recovery/Return

When the bushfire threat has passed and the area is deemed safe by emergency services, people can return to the site or leave the Shelter-In-Place under the following conditions:

- No person should re-enter the site or any evacuated building until advised it is safe to do so by emergency services.
- No person should leave the Shelter-In-Place until advised it is safe to do so by emergency services.
- The fire warden should account for all people on their return;
- Emergency services/police should be informed of the return of all persons to the site.

10 Training

All members of the EPC and ECO, must be trained in implementing the bushfire emergency evacuation procedures outlined in this plan.

An evacuation exercise should be conducted at least annually. All occupants and members of the emergency team are required to participate.

An observer should overview the training exercise and the outcomes analysed as part of the debrief and any deficiencies addressed in updated versions of the plan.

11 Distribution/Review

Hard copies of this BEEP are to be held in the office of the site and areas to be determined by the EPC.

The Chief Warden will be responsible for ensuring hard copies are current and maintained in the designated locations and that all people working within the site are aware of the procedures within the BEEP.

This plan should be reviewed and updated at least every five years following endorsement, or after major bushfire events or changes to the site conditions.

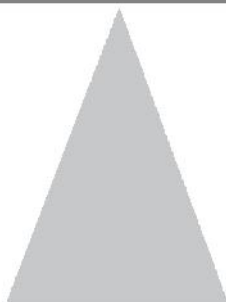
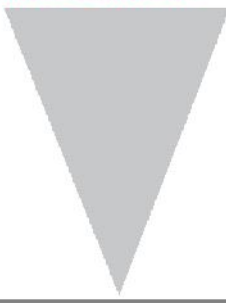
The EPC will be responsible for updating and revising the plan.



Figure 1 Chestnut Brae Farm Stay – BEEP Elements.

Appendix A Fire Danger Ratings

FIRE DANGER RATING AND WHAT IT MEANS TO YOU.

 <p>Fires can threaten suddenly and without warning.</p> <p>Watch for signs of fire, especially smoke and flames.</p> <p>Know your Fire Danger Rating and be aware of local conditions.</p> <p>Have your bushfire survival plan and kit ready.</p> <p>To seek information, listen to your radio or go to www.dfes.wa.gov.au or call the DFES information line on 13 DFES (13 3337).</p> <p>Call 000 to report a fire.</p> 	FIRE DANGER RATING	WHAT DOES IT MEAN?	WHAT SHOULD I DO?
	CATASTROPHIC 100+	<ul style="list-style-type: none"> These are the worst conditions for a bush or grass fire. If a fire starts and takes hold, it will be extremely difficult to control and will take significant firefighting resources and cooler conditions to bring it under control. Spot fires will start well ahead of the main fire and cause rapid spread of the fire. Embers will come from many directions. Homes are not designed or constructed to withstand fires in these conditions. The only safe place to be is away from bushfire risk areas. 	<p>YOU NEED TO ACT NOW</p> <ul style="list-style-type: none"> Put your survival kit and leave bushfire risk areas the night before or early in the day – this is your best option. Act immediately – do not wait and see: <ul style="list-style-type: none"> leave now avoid forested areas, thick bush or long, dry grass take shelter if you cannot leave
	EXTREME 75-99	<ul style="list-style-type: none"> These are very hot, dry and windy conditions for a bush or grass fire. If a fire starts and takes hold, it will be uncontrolled, move very fast and difficult for firefighters to bring under control. 	<p>YOU NEED TO GET READY TO ACT</p> <ul style="list-style-type: none"> Only stay with your property if you are prepared to the highest level. This means your home needs to have been constructed to bushfire protection levels (e.g. enclosed eaves covers over external air conditioning, metal flyscreens etc). You must be well prepared and able to actively defend your home if a fire starts. This means you have the right equipment and resources to put out fires around your home (e.g. enough water supply, petrol/diesel portable pump, generator, protective clothing etc). If you are not prepared to the highest level, leaving bushfire risk areas early in the day is your safest option.
	SEVERE 50-74	<ul style="list-style-type: none"> Spot fires will start and move quickly. Embers may come from many directions. 	
	VERY HIGH 32-49	<ul style="list-style-type: none"> These are hot, dry and possibly windy conditions for a bush or grass fire. If a fire starts and takes hold, it may be hard for firefighters to control. Well prepared homes that are actively defended can provide safety. You must be physically and mentally prepared to defend in these conditions. 	<p>YOU NEED TO BE AWARE</p> <ul style="list-style-type: none"> Well prepared homes that are actively defended can provide safety. This means you have the right equipment and resources to put out fires around your home (e.g. enough water supply, petrol/diesel portable pump, generator, protective clothing etc).
	HIGH 12-31	<ul style="list-style-type: none"> If a fire starts, it is likely to be controlled in these conditions and homes can provide safety. Controlled burning may occur in these conditions if it is safe – check to see if permits apply. 	<ul style="list-style-type: none"> Check your bushfire survival plan. Monitor conditions. Action may be needed. Leave if necessary.
	LOW-MODERATE 0-11	<ul style="list-style-type: none"> Be aware of how fires can start and reduce the risk. 	

PREPARE. ACT. SURVIVE.

PREPARE. ACT. SURVIVE.

Appendix B Bushfire Warning System Alerts



BUSHFIRE WARNINGS: WHAT SHOULD YOU DO?

ALERT LEVEL	WHEN WILL IT BE ISSUED?	WHAT SHOULD YOU DO?
ADVICE Be aware and keep up to date Issued at 11am and 4pm unless the situation changes	<ul style="list-style-type: none">When a fire has started but there is no immediate dangerThere is no known threat to lives and homesThe fire is likely to be small and may be causing smoke near homesFirefighters will be able to control the fire	You need to be aware <ul style="list-style-type: none">Stay alert and monitor your surroundings by watching for signs of a bushfire, especially smoke and flamesCheck the Fire Danger Rating for your areaClose all doors and windowsTurn off evaporative air conditioners but leave water running through the system if possibleRead through your bushfire survival plan. If you do not have one decide what you will do if the situation gets worse
WATCH AND ACT Put your preparations into action – do not wait and see Issued every two hours unless the situation changes	<ul style="list-style-type: none">When a fire is approaching and conditions are changingThere is a possible threat to lives and homesThe fire will be out of control. There may be smoke and embers around your home and roadsFirefighters will be working with machines to put in containment lines to stop the fire spreading	You need to leave or get ready to defend <ul style="list-style-type: none">Put your bushfire survival plan into actionIf you have decided to leave for a safer place, leave now and take your survival kit with youLeave well before roads are closed and full of smokeIf you are not prepared for a bushfire the safest place is to be away from the fireIf you plan to stay and actively defend make final preparations now
EMERGENCY WARNING Take immediate action to survive – you will be impacted by fire Issued every hour unless the situation changes	<ul style="list-style-type: none">When there is immediate danger and the fire will impact your homeThere is a threat to lives and homesThe fire will be out of control and moving very fast. This is the highest level of warningFirefighters will find it difficult to control the fire and it will take significant firefighting resources and a change in conditions to bring it under controlA siren sound called the Standard Emergency Warning Signal (SEWS) may be used to get your attention on radio and television	You need to act immediately to survive <ul style="list-style-type: none">If the way is clear leave immediately for your safer place and take your survival kit with youIf you have not prepared your home, it is too late to do it now. Your safest option is to leave for a safer place, if the way is clearDo not relocate at the last minute in a vehicle or on foot as this is deadly, leave immediately if the way is clearIf you are unable to leave you need to get ready to take shelter in your home and actively defend it
ALL CLEAR Take care to avoid any dangers and keep up to date Issued when the threat has passed	<ul style="list-style-type: none">When the danger has passed and the fire is under controlFirefighters will be working to put the last bits of the fire out and make the area safeIt may still not be safe to return home. Emergency services will advise when you can go home	You need to be careful <ul style="list-style-type: none">Remain vigilant in case the situation changesWhen driving in the fire area you should take extreme caution and drive slowlyDangers like smoke, fallen trees and downed power lines may be on roads and emergency services will still be working in the area

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Attachment 12.1.6

Policy Number:	LPP 012
Policy Type:	Local Planning Policy
Policy Name:	Tourist Accommodation in Rural Areas
Policy Owner:	Chief Executive Officer

Authority:
Shire of Nannup Local Planning Scheme No.3

OBJECTIVE

To approve high quality tourist accommodation in the non-urban areas whilst conserving the rural character and primary production values of the District.

DEFINITIONS

Nil

POLICY

Introduction

With regard to the broad objectives of this Policy the following specific objectives for the approval of tourist accommodation are:

- 1) To minimise conflict between rural and non-rural landowners.
- 2) To establish suitable guidelines and controls for tourist accommodation to ensure that development approval does not become a basis for future unplanned urban development with consequent demands on the local government for additional services.
- 3) To establish suitable guidelines and controls for tourist accommodation outlining minimal infrastructure standards required by the local government for development approval to be granted.
- 4) To encourage links between tourist accommodation and established rural pursuits so as to diversify economic base and retain development at a low key nature.

As set out in Local Planning Scheme No.3, in particular in the Zoning Table or in the Schedules for certain land, various types of tourist accommodation can be considered in most zones.

Guidelines for the Assessment and Approval of Tourist Accommodation

In determining an application, the local government will consider matters set out in clause 10.2 of the Scheme along with Scheme provisions relating to the zone. Depending on the site, key matters include:

- traffic safety and impact;
- access from a suitably dedicated and constructed public road;
- servicing;
- environmental impacts;
- fire management and impacts;
- visual impacts;
- appropriate setbacks and buffers to other uses;
- capability of the land for agriculture and rural pursuits;
- capability of the land to accept the use, by reason of soil type and stability; and
- density and scale of the proposed development.

Standard conditions

Standard conditions which will be imposed on Development Approvals for tourist accommodation are generally:

1. The preparation of plans to comply with the Building Code of Australia and the issuing of a Building Permit. Demonstration that satisfactory arrangement can be made for effluent disposal.
2. The design and materials of the tourist accommodation is to generally blend into the landscape of the area.
3. The position of access to the development on to the public road to be located in a position and of a standard satisfactory to the local government. This may require the dedication and upgrading of the public road to the satisfaction of the local government at the cost of the applicant.
4. Provision being made for fire protection to the satisfaction of the local government.
5. Tourist accommodation must be provided with a source of potable water for drinking and cooking purposes. Development applications should include preliminary details regarding the water source, storage and distribution conditions or treatment methods proposed.

Notes

Prior to occupation of the tourist accommodation, evidence of water supply suitability must be provided. In most cases supporting evidence of chemical and microbiological sample analysis, conducted by a NATA (National Association of Testing Authorities) approved laboratory will be required to show compliance with current Australian drinking water guidelines. Further routine sampling may be required by the local government to ensure compliance with the *Health Act 1911*.

These are standard conditions and it is to be noted that additional conditions may be imposed on a development approval if there is a need to address a particular circumstance.

Rating

If the development of tourist accommodation changes the predominant use of a lot from a rural agricultural base to a non-agricultural base the local government may change the rating of such a lot from Un-Improved Value to Gross Rental Value.

Related Policies:	LPP 004 Bed and Breakfast HLT 5 Bed & Breakfast LPP 020 Developer and Subdivider Contributions LPP 021 Bush Fire Management
Related Procedures/ Documents	
Delegation Level:	CEO, Executive Officer, Development Services Officer
Adopted:	OM 24 September 1992
Reviewed:	OM 22 February 1996 OM 22 April 2010 OM 24 September 2015 #9269



Government of **Western Australia**
Department of **Transport**

Attachment 12.2.1

DOT965117 AGREEMENT FOR THE PROVISION OF NON ROAD LAW FUNCTIONS IN SHIRE OF NANNUP

BETWEEN:

The Chief Executive Officer of the Department of Transport (titled the Director General)

and

The Shire of Nannup a body corporate with perpetual succession under the Local Government Act 1995 ("**the Agent**")

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This Agreement is made the _____ day of _____ 2017

RECITALS:

- A. The Chief Executive Officer (referred to as the Director General) of the Department has been assigned certain functions under the *Road Traffic Administration Act 2008*; the *Road Traffic Authorisation to Drive Act 2008*; the *Road Traffic Vehicles Act 2012* and the *Road Traffic (Vehicles) (Taxing) Act 2008* (the Road Laws).
- B. The Director General has issued for execution the Agreement for Provision of Licensing Services in terms of section 11 of the *Road Traffic Administration Act 2008* for the Agent to undertake certain Road Law relation functions on his behalf.
- C. The Director General also undertakes certain functions in licensing pleasure vessels in accordance with regulations made under section 99(1) (a) of *Western Australian Marine Act 1982*.
- D. The Director General also undertakes functions in accordance with the *Western Australian Photo card Act 2014* and the *Motor Vehicles Drivers Instructors Act 1963*.
- E. In addition the Director General on behalf of other parties undertakes certain functions. These are as follows:-
 - (a) On behalf of the Minister for Local Government, the Director General undertakes the licensing and renewal of licences for off road vehicles in accordance with the *Control of Vehicles (Off Road Areas) Act 1978*.
- F. In the past the Agent has undertaken certain functions on the Director General's behalf that the Director General was empowered to perform regarding the licensing of vessels, photo cards, firearm licenses, off road vehicles and motor vehicle driving instructor fees. These functions were undertaken by the Agent either under Memoranda of Understandings or in terms of conditions that were set out in the schedules to agreements made under section 6B of the *Road Traffic Act 1974*.
- G. On 27 April 2015 the Road Laws came into effect and it became necessary to enter into separate agreements for the Director General's non Road Law functions to be undertaken by the Agent.
- H. This Agreement formalises past arrangements for non-Road Law related functions and has commenced notwithstanding the date of execution of this Agreement.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:-

Agreement means this document and any Schedules and annexures hereto.

Auditor General means the Auditor General of Western Australia.

Authorised Employee means person the Agent determines are suitable and has trained to undertake the Services.

Business Day means any day, except a Saturday, Sunday or a Gazetted public holiday in Perth, Western Australia.

Business Rules means those business rules set out in Schedule 5 and those that the Director General informs the Agent in writing are applicable from time to time for undertaking the Services, and may be set out and described in other documents and agreements, including the Business Rules set out in the Road Law Agreement.

Chief Executive Officer or CEO means the Chief Executive Officer of the Department and is also known as the Director General.

Confidential Information means information that is set out in Clause 15 and includes the following:

- (a) is by its nature confidential; or
- (b) is specified by the Director General or the Agent to be confidential; or
- (c) the other party knows or reasonably ought to know is confidential; and
- (d) includes all details relating to Licensing undertaken by the Agent, including internal processes of the Director General, policies and procedures which are not otherwise able to be obtained publicly; personal details of Customers, financial details and payments that the Agent is provided either by the Director General or Customers, directly or indirectly, and are either directly, or indirectly related to the Services.

Consumer Price Index means the Perth Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0)): 1 All Groups, Index Numbers – Perth) from the preceding March quarter published by the Australian Bureau of Statistics.

Customer means the Director General's customers, being members of the public seeking to utilise the Services.

Database means the Director General's designated motor vehicle and driver licensing databases, including TRELIS.

Department means the Department of Transport or such other person or government agency which is responsible for assisting the Principal with the administration of this Agreement;

Director General means the Chief Executive Officer of the Department or an authorised representative of the Director General.

Employee means:

- (a) Where the Agent is a local government body, a person employed by the Agent under Section 5.36 of the Local Government Act 1995, or otherwise engaged by the Agent, and includes a chief employee, a chief executive officer, a senior executive officer, an executive officer, an employee, a public service officer, public officers or a respondent as defined under the Public Sector Management Act 1994 or a clerk or servant as defined under section 1 of the Criminal Code Act 1913; and
- (b) the Agent's employees, directors, officers, nominees, agent or subcontractor.

GST has the same meaning as in the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and, where the context permits, includes the Commissioner of Taxation's goods and services tax rulings and determinations and any other written law dealing with GST applying for the time being in the State of Western Australia.

Language Interpretation Facility means the facility established by State Government to meet the needs of people unable to communicate effectively in English.

Personnel means all Employees engaged in relation to the supply of the Services.

Physical Stock means any items provided by the Director General to the Agent for the purpose of facilitating the Agent to undertake the Services.

Performance Measures means the criteria specified in Schedule 10 against which the Agent's delivery of Services will be measured.

Premises means any premises listed in Schedule 6 which are owned or occupied by the Agent on or from which the Services are to be supplied or to which the Agent has access in order to supply the Services, and includes anything on those premises.

Prescribed Fee means any statutory fee applicable to vessel licenses, photo cards, off road vehicle licenses and driving instructor fees; that appear in the Government Gazette from time to time.

Principal means the CEO of the Department of Transport.

Purpose means the provision of Services.

Records means records and information of any kind, including originals and copies of all accounts, financial statements, books, files, reports, records, correspondence, documents and other materials created for, or relating to, or used in connection with, the supply of the Services, whether or not containing Confidential Information, and whatever format in which such records and information are held, stored or recorded.

Representative(s) means either or both the Agent's Representative or the Principal's Representative set out in Schedule 3 as the context requires.

Road Laws means one or more of the Acts referred in Recital A of this Agreement.

Road Law Agreement means the agreement concluded under section 11 of the *Road Traffic (Administration) Act 2008* between the CEO and the Agent for the performing of Road Law functions.

Services means tasks that the Agent undertakes to perform on the Director General's behalf as outlined in Schedule 1.

Service Fee means those fees that the Director General will pay the Agent for undertaking the Services and set out in Schedule 2.

Term means the length of time that this Agreement is valid.

1.2 In this Agreement, unless the context otherwise requires:-

- (a) words importing the singular include the plural and vice versa
- (b) words importing any gender include the other genders;
- (c) words importing persons include corporations, governments and government bodies and vice versa;
- (d) references to Clauses and subsidiary parts of Clauses are to Clauses and parts of Clauses in this Agreement;
- (e) terms such as "herein", "hereby", "hereunder", and "hereof" refer to this Agreement as a whole and not to the Clause or subsidiary part where those terms appear;
- (f) references herein to any deed, agreement or other instrument are references to that deed, agreement or other instrument as it may from time to time be amended or extended in accordance with its terms; and
- (g) references to a party mean a party to this Agreement, and include the successors and permitted assigns of a party.

2 APPOINTMENT OF AGENT

- 2.1 The Director General appoints the Agent to act on behalf of the Director General for the Purpose for the Term.
- 2.2 The Agent accepts the appointment and shall perform its duties under this Agreement to the best of their ability and strictly in accordance with the relevant legislation.
- 2.3 The Agent will act in accordance with the Business Rules as they apply from time to time.

3 APPLICABLE LAW

This Agreement shall be subject to the laws of the State of Western Australia.

4 TERM OF AGREEMENT

- 4.1 This Agreement will begin on the Commencement Date as specified in Item 2 of Schedule 9 for the term specified in Item 1 of Schedule 9. The Principal may by notice in writing to the Agent extend the term at his entire discretion for a further period or periods up to the maximum period set out in Item 3 of Schedule 9.
- 4.2 This Agreement does not create or otherwise confer upon the Agent an enforceable right to be offered an extension of this Agreement.

5 SERVICES

The Agent undertakes the Services on behalf of the Director General as set out in Schedule 1 in accordance with the Business Rules.

6 DUTIES OF AGENT

- 6.1 The Agent covenants and agrees with the Director General:
 - (a) to collect the Prescribed Fees payable for transactions in relation to the Services; and
 - (b) to notify the Department of any moneys banked for the credit of the Department's account.
- 6.2 The Agent shall not have authority to undertake any other functions that are not set out in this Agreement.

7 LIABILITY AND INDEMNITY

- (a) The Agent indemnifies the Director General, the State of Western Australia and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities (including, legal costs and expenses) as a result of any action, suit, claim, demand or proceeding taken or made by any third party arising from or in connection with:
 - (i) any breach of an obligation under the Agreement by the Agent or any Employee; or
 - (ii) any wilful, tortious or unlawful act or omission of the Agent or any Employee; or
 - (iii) any breach of a State or Commonwealth law relevant to the Agreement by the Agent or any Employee.
- (b) The Agent's liability under the indemnity in Clause 7 (a) shall be reduced proportionally to the extent that any costs, losses, expenses, claims, damages or other liabilities result

from the negligence of the Director General, the State of Western Australia or their respective officers, employees or agents.

- (c) The Director General agrees to use his best endeavours to cooperate with the Agent, in respect of the conduct of any defence, or the agreement of any settlement, of any third party action, suit, claim, demand or proceeding the subject of the indemnity under Clause 7 (a).

8 PUBLICITY

8.1 Unless the Director General gives his prior written consent, the Agent shall not:

- (a) use the Department's or State of Western Australia's name and/or logo or coat of arms.
- (b) make any statement concerning the Agreement, in any publication, advertisement or media release other than its annual report, annual financial statement, annual budget or other documentation necessary under statutory reporting requirements.

8.2 The Director General may use the Agent's name and logo for reasonable promotional or publicity purposes (regarding this Agreement) at the Director General's discretion, and the Director General shall acknowledge the role of the Agent to the extent that is reasonable within the circumstances.

9 AUDITS AND ACCESS TO RECORDS

(a) The Agent shall:

- (i) allow the Director General or his authorised representative to have reasonable access to inspect any Premises and equipment (where applicable) used or occupied in connection with this Agreement;
- (ii) allow the Director General or his authorised representative to have reasonable access to all Records pertaining to this Agreement in the custody or control of the Agent;
- (iii) allow the Director General or his authorised representative to examine, audit, copy and use any Records pertaining to this Agreement in the custody or control of the Agent;
- (iv) maintain accurate and complete records of all work pertaining to this Agreement carried out during the Term;
- (v) allow the Auditor General, or an authorised representative of the Auditor General, to have access to and examine the Agent's Records concerning the Agreement; and
- (vi) provide for the care, safety, security and protection of all Records (whether created by the Director General, the Agent or any other person) that are in the custody or control of the Agent, and all property supplied by the Director General to the Agent in connection with the Agreement.

(b) The powers and duties of the Auditor General under law are not limited or otherwise affected by the terms and conditions of the Agreement.

(c) This Clause survives expiration or termination of the Agreement.

10 REDUCTION, SUSPENSION AND TERMINATION

10.1 Notwithstanding any other provisions of this Agreement, the Director General may by notice to the Agent at any time and in his sole discretion do any of the following including taking more than one of the following actions.

- (a) reduce the scope of Services;
- (b) temporarily suspend this Agreement;
- (c) terminate this Agreement by notice.

10.2 In exercising the powers under Clause 10.1:

- (a) upon receiving notice under Clause 10.1, the Agent must immediately cease the provision of all Services within time period set forth in the notice;
- (b) the Agent will not be entitled to compensation for loss of prospective profits or on any other basis.

10.3 Notice by the Director General in accordance with this Clause does not relieve the Agent of any of its warranties and obligations set out in this Agreement including those that continue after termination.

10.4 In the event of suspension of this Agreement by the Director General, the Agent must immediately cease performing all Services for the duration of the suspension period.

10.5 The suspension, reduction or termination of this Agreement does not affect any rights, liabilities or obligations under this Agreement as a result of anything occurring before the expiration, reduction or termination.

10.6 On termination of this Agreement, whether at the Director General's discretion or at the end of the Term, the Agent must as soon as practicable and within ten (10) working days following notice:

- (a) deliver to the Director General's nominated representatives all Records as required by the Director General;
- (b) in every other respect cooperate with the Director General and nominated representatives as reasonably required by the Director General in order to minimise any loss, damage or inconvenience to the Director General resulting from the expiration or termination of this Agreement. If this Agreement is terminated without default, then subject to the requirements of the Director General and notwithstanding any due date laid down for the termination of this Agreement, the Agent shall complete all the Services in accordance with the terms and conditions of this Agreement.

10.7 The Director General and Agent may terminate the Agreement by mutual agreement. If the Agreement is terminated by mutual agreement, and on the initiation of the Agent, the Agent agrees to continue to perform the Services for a period required by the Director General to enable the Director General to establish alternative arrangements for the performance of the Services.

10.8 In the event of an alleged breach by the Director General of this Agreement, the Agent's sole remedy is a claim for damages.

11 EVENTS AFFECTING PERFORMANCE OF SERVICES

11.1 This Agreement may be terminated by the Director General in writing if any incapacitating event occurs including but not limited to:

- (a) a breach of the Agent's obligations under the Agreement;
- (b) failure to pay any of the applicable Prescribed Fees and charges;
- (c) failure to be registered for GST;
- (d) if for any reason whatsoever the Agent is unable or unwilling to commence or continue providing the Services;
- (e) if the Agent does not promptly inform the Director General of any occurrence which may adversely affect the Agreement in a material way or the ability of the Agent to deliver the Services;
- (f) if the Agent does not, in providing the Services, act with integrity, good faith and probity in accordance with good corporate governance practices;
- (g) if the Agent attempts to sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of their rights, entitlements and powers under this Agreement;
- (h) if the Agent does not comply with all State or Commonwealth laws;
- (i) if the Agent refuses upon reasonable notice to provide the Director General with access at any reasonable time and from time to time to the Agent's Premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Director General in order to verify compliance by the Agent with this Agreement;
- (j) if the Agent does not reasonably cooperate with the Director General in the administration of this Agreement;
- (k) if the Agent also provides services under the Road Law Agreement and that agreement is terminated in accordance with the breach provisions of that agreement.

11.2 If the Agent breaches this Agreement and the Director General in his discretion considers it appropriate, the Director General may first send the Agent a written notice specifying the breach and calling upon the Agent to rectify the breach within ten (10) Business Days of receipt of the notice or such other time period as specified by the Director General.

11.3 The Agent must notify the Director General in the event of the occurrence of any event that could in whole or in part impede the ability of the Agent to perform the Services under this Agreement including one or more of the following events:

- (a) an order is made, or an application is made to a court for an order, that a body corporate be wound up; or
- (b) except to reconstruct or amalgamate while solvent, a body corporate:

- (i) is wound up or dissolved; or
- (ii) resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so; or
- (iii) enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or
- (c) a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- (d) a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the Corporations Act 2001 (Cth)) or similar officer is appointed, or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate or any asset or undertaking of a body corporate; or
- (e) any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against any asset or undertaking of a body corporate; or
- (f) the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgment or order for the payment of money or the recovery of any property;
- (g) a body corporate:
 - (i) takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation; or
 - (ii) stops or suspends payment of all, or a class of, its debts; or
 - (iii) is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:
 - (A) insolvent or unable to pay its debts when they fall due; or
 - (B) the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001 (Cth)*; or
 - (iv) 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 2001 (Cth); or
 - (v) ceases, or threatens to cease, to carry on all or a material part of its business; or
- (h) a person becomes an insolvent under administration as defined in section 9 of the Corporations Act 2001 (Cth) or action is taken which could result in that event; or
- (i) a person dies, ceases to be of full legal capacity or otherwise becomes incapable, for any reason, of managing his own affairs; or
- (j) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

12 POLICE CLEARANCE

- 12.1 The Director General may request the Agent at any time, to obtain and provide to the Director General an Australia-wide police clearance in respect of any of the Agent's Authorised Employees.
- 12.2 In addition to the obligations set out in this Agreement, in the event that the Agent becomes aware that a criminal charge has been laid or may be laid against it or its Employees, it will immediately notify the Director General.

13 EMPLOYEES

The Agent must ensure that only Authorised Employees carry out the Services.

- (a) Notwithstanding other rights and remedies or actions available to it, the Director General may require the removal from the undertaking of Services of any Employees.
- (b) The Agent must immediately comply with a request under Clause 13 (a) and ensure that the Employee does not access the Director General's Physical Stock, Records and Database.

14 NON-ASSIGNMENT

- (a) The Agent shall not assign any of its obligations, rights, benefits or interests under this Agreement.
- (b) The Agent shall not sub-contract the Services to another person or entity.

15 CONFIDENTIALITY

- 15.1 The Agent acknowledges that during this Agreement, the Agent will have access to Confidential Information, both oral and written or in other material form, belonging to members of the public that the Director General is required to keep confidential. The Agent may use Confidential Information solely for the purpose of performing its obligations under this Agreement and the obligation to maintain confidentiality continues after termination of this Agreement.
- 15.2 The Agent will ensure that its Personnel have signed a Confidentiality Deed Poll to cover the Services described in this Agreement which Deed poll is set out in Schedule 4.
- 15.3 Use of Confidential Information

The Agent must:

- (a) use Confidential Information solely for the purpose of providing the Services under the Agreement and for no other purpose;
- (b) not allow or assist a third party to access or use, or publish or disclose Confidential Information for any other purpose;
- (c) take and cause its Employees to take all steps and do all things necessary to safeguard the confidentiality of Confidential Information;
- (d) ensure the proper and secure storage of Confidential Information;
- (e) protect Confidential Information from unauthorised access, disclosure or use.

15.4 Misuse of Confidential Information

The Agent must notify the Director General immediately upon becoming aware of a suspected or actual breach of this Clause by any of the Agent's Employees.

15.5 Privacy

The Agent agrees to:

- (a) comply with all privacy laws in relation to personal information, whether or not the Agent is an organisation bound by the privacy laws;
- (b) indemnify the Director General and the State of WA, their officers and agents against liability or loss arising from, and any costs, charges and expenses incurred in connection with the use or misuse of the Confidential Information and / or breach.

15.6 The Agent must ensure that its Employees fully comply with this Clause.

15.7 Where a person discloses Confidential Information to another person pursuant to this Clause, the disclosing person must notify the receiving person of the existence and content of this Clause and the sensitivity of the information being disclosed.

15.8 Where the Agent's Employee breaches this Clause and discloses Confidential Information other than in the manner required, the Director General reserves the right to request that the relevant Personnel cease providing the Services.

15.9 The information contained in this Agreement is subject to the Freedom of Information Act 1992 (WA) and Financial Management Act 2006 and may also be disclosed by the Director General or the State under a court order or upon request by Parliament or any committee of Parliament or as otherwise required.

16 RETURN OF CONFIDENTIAL INFORMATION AND PHYSICAL STOCK

The Agent will return all Records containing the Director General's Confidential Information and Physical Stock immediately:-

- (a) at the expiration or termination of the Agreement; or
- (b) as scheduled by the Principal through Business Rules; or
- (c) on demand by the Director General.

17 LIMITATION OF LIABILITY AND NO GUARANTEE OF WORK

17.1 The Director General, and the State of Western Australia, are not liable for any losses or damages which may be suffered by the Agent in undertaking its functions as an Agent under this Agreement.

17.2 The Director General does not underwrite, guarantee or accept any liability for the volume and value of the Services performed under this Agreement.

18 VARIATIONS

Except as provided in Clause 19.2(c), Clause 19.2(d) and Clause 19.3, any variation to this Agreement shall only be valid if approved by the Director General and executed by the Parties in writing.

19 GENERAL

- 19.1 If any provision of this Agreement is held unenforceable or void, the remaining provisions must be enforced in accordance with their terms.
- 19.2 This Agreement:
- (a) constitutes the entire agreement between the Parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter;
 - (b) may only be varied or altered in writing executed by the Parties;
 - (c) The Schedules 2, 3, 4, 5, 7 and 11 may be varied at the sole discretion of the Principal by the issuing of a Notice of Variation to Schedule in the format in Schedule 11; and
 - (d) the Business Rules may be varied unilaterally from time to time by the Director General.
- 19.3 Either Party may, at any time, by notice in writing to the other Party vary or terminate the appointment of its Representative; or appoint any other person to act as its Representative in relation to the Agreement.

20 INSURANCE REQUIREMENTS

In the event that the Agent has not already obtained relevant and sufficient insurances under the Road Law Agreement to also cover the provision of Services in this Agreement, then the Agent must take out and maintain all insurances required by law and any other insurances in relation to liabilities of the Agent under this Agreement.

21 AGENT'S GENERAL WARRANTIES AND UNDERTAKINGS

21.1 Agent's General Warranties

Except where the Agent has otherwise disclosed in writing to the Director General, and the Director General has given prior written consent to the matter disclosed, the Agent warrants in favour of the Director General that:

- (a) the Agent has no conflict of interest arising out of the Agreement;
- (b) the Agent is properly authorised and has the power to enter into the Agreement and perform the Agent's obligations under the Agreement;
- (c) the Agent's obligations under the Agreement are valid and binding and are enforceable against the Agent;
- (d) all information provided by the Agent to the Director General in connection with the Agreement is true and correct;
- (e) there is no litigation or arbitration, and there are no administrative proceedings, taking place, pending or threatened against the Agent which could have a materially adverse effect on the Agent's ability to supply the Services in accordance with the Agreement;
- (f) no Personnel performing the Services has been convicted of a criminal offence that is punishable by imprisonment or detention; and
- (g) there is nothing that prevents the Agent from complying with any obligation under the Agreement.

21.2 General Warranties Made Continuously

The warranties made by the Agent under clause 21.1 are taken to be made continuously throughout the Term.

21.3 Agent's Undertakings

The Agent must:

- (a) properly provide for the care, safety, security and protection of:
 - (i) all Records (whether created by the Director General, the Agent or any other person) that are in the custody or control of the Agent; and
 - (ii) all property, information technology equipment and software applications supplied by the Director General to the Agent in connection with the Agreement;
- (b) promptly notify the Director General if any warranty in clause 21.1 is breached or becomes untrue within two (2) business days of the identification of the breach;
- (c) securely manage and destroy any waste documentation;
- (d) securely return by the Director General's approved courier or nominated representative, at the Director General's cost, all obsolete vehicle number plates to the Director General's nominated contractor for destruction;
- (e) securely manage all new and retained vehicle number plates at all times and only return or transfer those plates through the Director General's approved courier or representative;
- (f) always act ethically in connection with the Agreement and in accordance with good corporate governance practices;
- (g) comply with all State and Commonwealth laws relevant to the Agreement;
- (h) if the Agent obtains or has custody or control of State Records as a result of its activities under this Agreement, comply with the Director General's record keeping plan to the extent necessary under the State Records Act 2000;
- (i) cooperate fully with the Director General in respect of the administration of the Agreement;
- (j) ensure that no Personnel causes the Agent to breach the Agreement; and
- (k) except as otherwise specified in the Agreement, provide everything necessary to fully comply with all of its obligations under the Agreement.

21.4 Warranties and Indemnity

- (a) The Agent must give, or ensure the Director General has the benefit of, any warranties specified in the Agreement.
- (b) The Agent must do everything necessary to obtain the benefit of all third party warranties and must ensure that the Director General has the benefit of those warranties.
- (c) The Agent indemnifies the Director General against any loss or liability that results from the Agent not complying with sub-clauses 21.4(a) or (b).

21.5 Conflict of Interest

- (a) Without limiting the meaning of conflict of interest, a conflict of interest may arise in the following circumstances:
 - (i) when the Agent, or a person associated with the Agent, is in a position to benefit directly or indirectly from the actions of the Agent through an unfair or unintended imposition or loss on the Principal or some third party; or
 - (ii) when, due to a personal interest or a conflicting business arrangement, an Agent's honesty, objectivity or fairness in performing the Services is open to question.
- (b) If a conflict of interest arises in respect of the Agent or the Agent's Employees, in respect of the supply of the Services under the Agreement, the Agent must:
 - (i) promptly notify the Director General that the conflict has arisen and provide full details; and
 - (ii) take reasonable steps in consultation with the Director General to manage or resolve the conflict.
- (c) Without limiting the meaning of conflict of interest, a perceived conflict of interest may arise when an Agent or the Agent's Personnel accesses the Principal's Database or undertakes a transaction on behalf of a friend or relative or the Personnel's own record, without first obtaining the Principal's approval.

21.6 Agent's Obligation for Services Directly to the Public

The Agent must:

- (a) to the extent practicable, implement the Director General's 'Disability Access and Inclusion Plan' (DAIP) prepared under the Disability Services Act 1993 and available at the Director General's website: <http://www.transport.wa.gov.au/aboutus/disability-access-and-inclusion-plan.asp>
- (b) provide a report to the Director General by 30 June in each year of the Term reporting on the extent to which the Agent has implemented the Director General's DAIP.
- (c) advise Customers that they may make use of the Language Interpretation Facility if they require such assistance.

22 BANK FEES AND CHARGES

The Director General will reimburse the Agent for specified bank fees and charges, being:

- (a) charges incurred in relation to dishonoured cheques received from the Director General's Customers.

23 PERFORMANCE AND COMPLIANCE MANAGEMENT

23.1 Audit and Review

- (a) The Director General will conduct regular auditing, performance review and compliance activities, including, but not limited to:
 - (i) a daily electronic audit of all licensing transactions performed on the Database by the Agent;

- (ii) a daily audit of all transaction supporting documentation received and processed by the Agent (refer to Schedule 10);
 - (iii) a monthly audit and review of the Agent's performance and compliance in key Agreement areas including but not limited to:
 - A) the Processing Errors;
 - B) compliance with the Business Rules;
 - C) timeliness of transactions;
 - D) daily receipt by the Director General of transaction supporting documents;
 - E) Reconciliation of revenue collection against the Department of Transport TRELIS bank account; and
 - F) the Agent's performance generally.
- (b) The Director General may engage an independent qualified auditor to conduct a quality audit of the Services.
- (c) The Agent must:
 - (i) assist in the conduct of any audit, performance and compliance reviews undertaken in accordance with this Clause 23.1; and
 - (ii) provide all and any information, including documentation, at the request of the Director General or the Director General's appointed auditor within fifteen (15) days of the request.
- (d) In instances of significant non-compliance, the Director General may issue a notice seeking an explanation or information regarding the non-compliance and/or details of how the Agent would prevent further non-compliance. The Agent shall provide a written response within seven (7) business days.
- (e) In requesting a written response under 23.1 (d), the Director General in no way limits his capacity under section 10.
- (f) The Director General shall be entitled to rely on the results of audits, performance and compliance reviews in the event of any breach and or default by the Agent and when considering any extension of the Agreement.
- (g) Notwithstanding the preceding provisions of this Clause 23.1, auditing, performance and compliance reviews will be undertaken at the Director General's sole and absolute discretion.

23.2 Performance Review Meetings

- (a) Performance review meetings may be held between the Agent and the Director General as determined by the Director General in consultation with the Agent to discuss performance and other issues associated with the Services which may be identified through auditing, performance and compliance review, or any other means of performance monitoring undertaken by the Director General.
- (b) Performance and compliance review meetings will be held at a location agreeable to the Parties.

- (c) Should the Representatives be unable to meet, any issues of non-compliance will be detailed by the Principal's Representative through written notice. The Agent's Representative shall respond in writing accordingly detailing what action the Agent shall undertake.

24 INFORMATION TECHNOLOGY, EQUIPMENT AND PREMISES.

24.1 Supply by Principal

The Principal will supply the Agent with the following:

- (a) telecommunications hardware and software, the nature of which is subject to the availability of telecommunications technology in the Agent's locality, linking the Agent's transaction processing equipment supplied by the Principal to the Database;
- (b) transaction processing hardware to the extent necessary to operate the software applications required by the Principal being:
 - (i) PC/s;
 - (ii) printer/s (excluding consumables); and
 - (iii) image capture unit.
- (c) transaction processing software, being the Principal's software applications that enable the Agent to access the Principal's Database and any third party software applications required by the Principal;
- (d) hardware and software to the extent necessary for the Agent to provide CTT/HPT and testing required by the Principal;
- (e) the Physical Stock required by the Agent to perform this Agreement; and
- (f) Vehicle licence plates.

24.2 Supply by Agent

- (a) The Agent must supply and maintain all hardware and software, not otherwise specified in the Agreement as the Principal's responsibility, to the extent required to enable the Agent to perform the Services. The Agent shall ensure that such hardware and software is compatible in all respects with the Principal's hardware and software.
- (b) Except as otherwise expressly provided in this Agreement, the Agent must provide, at its cost all office consumables.

24.3 Installation of Additional Hardware or Software (other than supplied by the Principal)

- (a) The Agent must make written application to the Principal, and obtain the Principal's written approval before installing any additional hardware or software to a PC designated for transaction processing.
- (b) Subject to clause (a) above:
 - (i) the installation of any additional hardware or software on the Principal's designated PC will be entirely at the Agents risk and the Principal will not be responsible for any hardware or software failure or resultant loss of the Agents data; and

- (ii) the Agent will be responsible for and at its own cost to address any support issues, security breaches, network vulnerabilities, including increases in PCI DSS scope or loss of data resulting in the installation of the additional hardware or software.
- (c) The Agent will uninstall any additional hardware or software that the Agent installs on a PC designated for transaction processing by prior agreement with the Principal, when the PC is required to be replaced or returned to the Principal.

24.4 Compliance with Principal's Requirements

All information technology, whether supplied by the Principal or the Agent, must comply with the information technology policies and specification requirements as provided by the Principal from time to time.

24.5 Maintenance of Equipment

- (a) The Agent will ensure all equipment including, but not limited to, information technology hardware and software is:
 - (i) maintained in good, safe and proper working condition, and capable of reliably performing the Services at all times; and
 - (ii) housed at the Agent's customer service area where the Services are provided.
- (b) All equipment provided by the Principal including, but not limited to, information technology hardware and software remains the property of the Principal and will be returned to the Principal on demand, at the Principal's cost and by the Principal's approved courier or nominated representative.
- (c) The Agent will provide any information required by the Principal relating to the audit and tracking of the Principal's equipment.
- (d) In the event that equipment supplied by the Principal requires maintenance, the Agent will contact the Principal to discuss the maintenance options for the equipment as detailed in Schedule 7.
- (e) If any equipment supplied by the Principal requires repairs or replacement, the Principal will then organise at its cost.
- (f) In the event equipment supplied by the Principal requires off-site maintenance, and that maintenance results in equipment not being available to the Agent for more than five (5) Business Days, the Principal will supply the Agent with equivalent replacement equipment for the duration of the period the equipment is unavailable to the Agent.

24.6 Premises

The Agent will:

- (a) ensure all areas in which the Services are to be performed are suitable for the purpose;
- (b) provide a secure and confidential environment to ensure protection of the Principal's interests against outside intrusion, improper or unauthorised use or access;
- (c) ensure security complies with any reasonable Direction given by the Principal;
- (d) do everything reasonably necessary to protect people and property on the Premises, as they relate to the delivery of the Services; and
- (e) ensure compliance with Requirement 9 of the PCI DSS at Schedule 8.

25 NOTICE

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (i) hand delivered; or
 - (ii) sent by prepaid post; or
 - (iii) sent by facsimile; or
 - (iv) sent by email;

to the Representative of the respective Party specified in this Agreement.

- (d) subject to clause 25(e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the fifth Business Day after posting; and
 - (iii) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted;
 - (iv) in the case of email, on the date on which the receiver's email server records that the email was received; and
- (e) if received after 5:00pm or on a day other than a Business Day, is taken to be received on the next Business Day.

26 RELATIONSHIPS – NO PARTNERSHIP

- (a) The Agent is an independent Contractor, and nothing in the Agreement may be construed to make the Agent a partner, representative, employee or joint venturer of the Principal.
- (b) The Agent must not represent that the Agent or any of its Personnel are the employees, partners or joint venturers of the Principal.
- (c) The Principal shall have no responsibility to the Agent or Agent's Personnel in respect of remuneration for annual leave, sick leave, long service leave, public holidays, redundancy payments, superannuation contributions or any other benefits for Personnel providing the Services.

Executed as an Agreement on the date written at the beginning of this document:

Executed for and on behalf of the CEO, Department of Transport by his Delegate

_____ Name of Delegate (please print)	_____ Name of Witness (please print)
_____ Signature	_____ Signature

Executed for and on behalf of the Shire of Nannup, as a body corporate under section 2.5 of the Local Government Act 1995 by:

_____ Shire Mayor (Please Print)	_____ Name of Chief Executive Officer (Please Print)
_____ Signature	_____ Signature

Or

The COMMON SEAL of the)
Shire of Nannup)
Was hereunto affixed by)
Authority of a resolution of the)
Council in the presence of)

Affix Common Seal

_____ Shire Mayor (Please Print)	_____ Name of Chief Executive Officer (Please Print)
_____ Signature	_____ Signature

SCHEDULE 1: SERVICES TO BE PROVIDED BY THE AGENT

Definitions

Driving Instructor Fee Agents means the Agent responsible for licensing driving instructors.

Maritime Collections Agents means the Agent who is responsible for vessel registration.

Off Road Vehicle New Registration Agents means the Agent responsible for off road vehicle registrations.

Photo Card Agents means the Agent who is responsible for proof of age Licenses.

- 1) Maritime Collections Agents shall in accordance with the Business Rules:-
 - a) collect boat renewal payments; and
 - b) collect boat transfer payments; and
 - c) collect commercial vessel survey payments; and
 - d) collect hire vessel survey payments; and
 - e) collect marine payment – miscellaneous; and
 - f) collect maritime pen duty payments; and
 - g) collect slipway fees.
- 2) Photo Card Agents shall in accordance with the Business Rules
 - a) process applications; and
 - b) process replacement copy; and
 - c) provide certified copy.
- 3) Off Road Vehicle New Registration Agents shall in accordance with the Business Rules
 - a) process new registrations (includes new registration updates); and
 - b) process renewals; and
 - c) process plate changes; and
 - d) process transfers; and
 - e) process plate receipt – manual.
- 4) Driving Instructor Fee Agents shall in accordance with the Business Rules
 - a) collect fees from driving instructors

SCHEDULE 2: SOUTHERN REGION SERVICE FEES: 1 JANUARY 2018**FEES PER TRANSACTION PAID BY THE DEPARTMENT OF TRANSPORT**

Category	Average Transaction Time	Commissions less than predetermined volume	Commissions greater than predetermined volume
		Transaction volume will be aggregated with the Road Law Agreement to determine the rate payable.	
Scale of Fees for On-line Processing - Monetary Transactions (M)			
Category 1	0 – 3.5 minutes	\$9.71	\$7.01
Category 3	5.6 – 8.5 minutes	\$15.72	\$10.93
Scale of Fees for On-line Processing - Non Monetary Transactions (NM)			
Category – updates		\$3.26	\$3.26
Category 9	0 - 3.5 minutes	\$6.49	\$4.90

Transaction Type	Time (min)	(M/ NM)	Cat.	Commission payable	Commission payable
Photo Card					
Application	3	M	1	\$9.71	\$7.01
Replacement copy	2	M	1	\$9.71	\$7.01
Certified copy	2	NM	9	\$6.49	\$4.90
Off Road Vehicle New Registrations					
New registrations (includes new registration update)	6	M	3	\$15.72	\$10.93
Renewals	2.5	M	1	\$9.71	\$7.01
Plate change	2.5	M	1	\$9.71	\$7.01
Transfers	2.5	M	1	\$9.71	\$7.01
Plate receipt - manual	2.5	NM	9	\$6.49	\$4.90
Maritime Collections					
Boat renewal payments	2	M	1	\$9.71	\$7.01
Boat transfer payments	2	M	1	\$9.71	\$7.01
Commercial vessel survey payments	2	M	1	\$9.71	\$7.01
Hire vessel survey payments	2	M	1	\$9.71	\$7.01

Marine payment - miscellaneous	2	M	1	\$9.71	\$7.01
Maritime pen duty payments	2	M	1	\$9.71	\$7.01
Slipway fees	2	M	1	\$9.71	\$7.01
Driving Instructor Fee Agent				\$9.71	\$7.01
Instructor Fees	2	M	1	\$9.71	\$7.01

SCHEDULE 3: AGREEMENT REPRESENTATIVES AND ADDRESSES FOR NOTICES

1. PRINCIPAL'S REPRESENTATIVE

- (a) The Principal's Representatives are:
 - (i) Director Commercial and Partnerships, or
 - (ii) Assistant Director Commercial and Partnerships, or
 - (iii) Manager Statutory Agency Agreements; or
 - (iv) the person/s who for the time being, for all intents and purposes, occupies those offices; or
 - (v) the person acting in the office that substitutes for any of the above-described offices; or
 - (vi) any officer of the Department of Transport exercising powers under an appropriate Instrument of Delegation.
- (b) The Principal will not be bound by any representations made to the Agent other than those made by the Principal's Representative.
- (c) The Principal's address for notices:

Manager, Statutory Agency Agreements,
Commercial and Partnerships
Department of Transport
GPO Box R1290
Perth WA 6844
Telephone: 08 6551 6378
Facsimile: 08 6551 7022
Email: SAA@transport.wa.gov.au

2. AGENT'S REPRESENTATIVES

- (a) The Agent's Representatives are:
 - (i) The CEO.
 - (ii) or the person/s who for the time being, for all intents and purposes, occupy those offices.
- (b) The Agent's address for notices is the Agent's postal box address or, where the Agent does not maintain a postal box, the Agent's street address.

3. PERSONNEL AUTHORISED TO ISSUE NOTICES

The Principal and Agent's respective Representatives listed at clauses 1 and 2 of this Schedule 3 are authorised to issue notices under the Agreement.

SCHEDULE 4: AGENT'S EMPLOYEE CONFIDENTIALITY DEED POLL

CONFIDENTIALITY DEED POLL

CEO's particulars

Name	The CEO (the Director General), Department of Transport		
ABN	27 285 643 255		
Address	140 William Street, Perth, Western Australia 6000		
Contact	Access Management	Email	access.management@transport.wa.gov.au
Phone	6551 6881	Fax	9227 3416

Agent's Employee's particulars

Name			
Address			
Contact person			
Phone		Email	

RECITALS

- A. In order to be able to carry out the Services, the Agent's Employees will require access to Confidential Information and the CEO has agreed to disclose Confidential Information to the Agent's Employees on the strict understanding that the Confidential Information is provided solely to enable the Agent's Employees to carry out the Services.
- B. This Confidentiality Deed Poll must be executed by the Agent's Employees and returned to the CEO before the CEO will disclose Confidential Information to the Agent's Employees.

SERVICES

THE AGENT'S EMPLOYEE AGREES:

In consideration of, amongst other things, being granted access to the Confidential Information on the terms contained in this deed, the Agent's Employee undertakes and agrees that he is subject to the following obligations:

1 DEFINITIONS AND INTERPRETATION

In this deed:

Agent means Shire of Nannup ABN 43 038 160 786

Agent's Employee means a person who supplies Services to the CEO's Customers under the Agreement made between the CEO and the Agent.

Agreement, Business Rules and CEO have the meanings given in the Agreement made between the Agent and the CEO.

CEO's Customers means those persons who use the Services supplied by the Agent under an Agreement made between the CEO and the Agent.

Confidential Information includes but is not limited to:

- (a) information regarding personal details of the CEO's Customers including, but not limited to, driver's licence number, name, date of birth, address and all other contact details of the CEO's Customers;
- (b) any information which pertains to the conduct of the CEO's business which is not public knowledge or which is not publicly available;
- (c) information regarding business or system processes that the Agent's Employee has obtained, or which may be provided by the CEO, whether directly or indirectly;
- (d) information relating to the internal management and structure of the CEO, or the personnel, policies and strategies of the CEO;
- (e) policies, strategies, practices and procedures of the CEO and any sensitive information which the Agent's Employee may come to obtain or have access to relating to the Western Australian Public Service;
- (f) information which the Agent's Employee may come to obtain or have access to relating to the CEO, the CEO's Customer or suppliers, and like information; and
- (g) information which is commercially sensitive information or personal information, but does not include Excepted Information.

Driving Instructor Fee Agents means the Agent responsible for licensing driving instructors.

Excepted Information means information which:

- (a) is available or becomes available in the public domain other than by breach of this deed;
- (b) is known to the Agent's Employee before receiving it from the CEO and is not subject to an existing obligation of confidence between the parties;
- (c) is provided to the Agent's Employee by a third party whose use and disclosure of the information is not subject to any restrictions.

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether State, Federal or otherwise.

Maritime Collections Agents means the Agent who is responsible for vessel registration and maritime transactions.

Off Road Vehicle New Registration Agents means the Agent responsible for off road vehicle registrations.

Photo Card Agents means the Agent who is responsible for proof of age Licenses.

Services means as follows:

1. Maritime Collections Agents shall in accordance with the Business Rules:
 - a) collect boat renewal payments; and

- b) collect boat transfer payments; and
 - c) collect commercial vessel survey payments; and
 - d) collect hire vessel survey payments; and
 - e) collect marine payment – miscellaneous; and
 - f) collect maritime pen duty payments; and
 - g) collect slipway fees.
2. Photo Card Agents shall in accordance with the Business Rules:
- a) process applications; and
 - b) process replacement copy; and
 - c) provide certified copy.
3. Off Road Vehicle New Registration Agents shall in accordance with the Business Rules:
- a) process new registrations (includes new registration updates); and
 - b) process renewals; and
 - c) process plate changes; and
 - d) process transfers; and
 - e) process plate receipt – manual.
4. Driving Instructor Fee Agents shall in accordance with the Business Rules:
- a) collect fees from driving instructors.

A reference to a gender includes other genders.

2 USE AND RETURN OF CONFIDENTIAL INFORMATION AND ACKNOWLEDGMENTS

2.1 Use of Confidential Information

The Agent's Employee agrees that, in consideration of the CEO disclosing Confidential Information to him, he will:

- a) keep the Confidential Information secret and confidential;
- b) use the Confidential Information solely for supplying the Services and for no other purpose;
- c) not allow or assist a third party to access or use, publish or release the Confidential Information for any purpose;
- d) take all steps and do all things necessary to safeguard the confidentiality of the Confidential Information including:
 - i) keeping the Confidential Information within his possession confidential;
 - ii) not making, or permitting to be made, any copy, note or memorandum of the Confidential Information;

- iii) ensuring that proper and secure storage is provided for the Confidential Information; and
- iv) protecting the Confidential Information from unauthorised access, disclosure or use in breach of this deed;
- e) co-operate with the CEO if the CEO commences proceedings in respect of the unauthorised access, use, copying or disclosure of Confidential Information; and
- f) immediately notify the CEO if he becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 2.

2.2 Return of Confidential Information

The Agent's Employee acknowledges and agrees that:

- a) immediately on request, he must deliver up to the CEO and cease to access and use all Confidential Information, including any copies of the Confidential Information (stored in any medium) which is in his possession as soon as practicable after the date when the Agent completes the Services or the relevant part of the Services; and
- b) the return of Confidential Information does not release him from his other obligations under this deed.

2.3 Acknowledgments

The Agent's Employee acknowledges and agrees that:

- a) the Confidential Information provided by the CEO is secret and confidential;
- b) the Confidential Information is the property of the CEO, and this deed does not convey any proprietary interest in the Confidential Information to him;
- c) he is liable to the CEO for any unauthorised access, use or disclosure of the CEO's Confidential Information by him or by any third party as a result of his act or neglect to act;
- d) disclosure of the Confidential Information in breach of this deed may cause considerable detriment to third parties and to the commercial, financial, regulatory affairs and reputation of the CEO; and
- e) damages may not be a sufficient remedy for the CEO for any breach of this deed and the CEO may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by him in addition to any other remedies available to the CEO.

3 CRIMINAL CODE, ROAD TRAFFIC ACT AND STATE RECORDS ACT

The Agent's Employee acknowledges and agrees that:

- a) as a '*government contractor*', the contractor is under a duty not to make an '*unauthorised disclosure*' (as those terms in italics are defined in section 81 of the *Criminal Code*) and he is guilty of a crime if he does so - Maximum penalty: 3 years imprisonment;
- b) the contractor is under a duty not to unlawfully use a '*restricted access computer system*' (as that term in italics is defined in section 440A of the *Criminal Code*) and he is guilty of a crime if he does so - Maximum penalty: 10 years imprisonment;
- c) the contractor is under a duty not to, directly or indirectly, record, disclose or make use of information obtained while carrying out the Services except for those purposes set out in 103 (1) (a) to (d) and (2) of the *Road Traffic Act 1974* - Penalty: a fine of 100 PU or imprisonment for 12 months; and

- d) the contractor is employed by the Agent who is engaged under an Agreement for services by the State Government to carry out the Services and that he comes within the definition of 'government organization employee' (as that term in italics is defined in section 3 of the *State Records Act 2000*) and that he may be subject to a maximum penalty of \$10,000 if found guilty of an offence under section 78 (1) to (5) of the *State Records Act 2000*.

4 SURVIVAL OF THE OBLIGATIONS

The obligations of the Agent's Employee under this deed commence on the date of this deed and will survive and will continue in force until the CEO releases him from his obligations by means of a written release.

5 GOVERNING LAW

This deed is governed by the laws of the State of Western Australia and the Agent's Employee irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that state and courts entitled to hear appeals from those courts.

IMPORTANT - THIS DOCUMENT HAS LEGAL IMPLICATIONS AND YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING IT

EXECUTED AS A DEED POLL ON THE _____ DAY OF _____ 201_

SIGNED and DELIVERED)

by.....)(Signature and job title)

the Agent's Employee

in the presence of:

Signature of witness:.....

Full name of witness

(PLEASE WRITE IN BLOCK OR CAPITAL LETTERS)

Address of witness:.....

SCHEDULE 5: BUSINESS RULES

1. DEFINITIONS

In this Schedule all definitions have the same meaning as in the Agreement.

2. PAYMENT

2.1. Commissions Payable

Subject to the provisions of sub-clause 2.2, the Director General must pay the Agent Commissions to the value of the Services performed under the Agreement in accordance with the Schedule of Service Fees as set out in Schedule 2, as certified by the Director General, less any overpayment in Commissions or any other payment made to the Agent as advised in writing to the Agent by the Director General.

2.2. Variations to Commissions Payable

- (a) On July 1 of each year of the Term, the Director General will review the Commissions specified in the Schedule of Service Fees in accordance with annual changes in the Consumer Price Index and the Commission's payable to the Agent will be increased accordingly, except in the instance where there is no movement in the CPI.
- (b) Where the CPI is a negative 'downward' movement, the Commission's payable to the Agent shall remain at the rate applicable for the previous year.
- (c) The Director General will forward the Agent a revised Schedule of Service Fees in accordance with clause 2.2(a) no later than 30 Business Days after the Commission review date.

2.3. Invoices

- (a) The Director General will issue the Agent Transaction and Payment Summary reports which include, inter-alia:
 - (i) tabulations to show all licensing transactions processed and the corresponding Commissions payable; and
 - (ii) confirmation the Commissions payable have been reconciled and authorised by the Director General.
- (b) The Director General will issue the Agent tax invoices, being Recipient Created Tax Invoices (RCTI), in respect of Commissions payable, on the basis of the Transaction and Payment Summary report for the corresponding period.
- (c) The Director General will issue a Transaction and Payment Summary Report and RCTI to the Agent:
 - (i) for each calendar month; and
 - (ii) not more than thirty (30) Business Days after the last day of the invoice period.
- (d) The Agent agrees it will not issue tax invoices in respect of the Services.
- (e) The Agent acknowledges that it is registered for GST when it agrees for the Director General to issue RCTI for the Services and will notify the Director General if it ceases to

be registered or if it ceases to satisfy any of the requirements imposed by the Commissioner for Taxation.

- (f) The Director General acknowledges that it is registered for GST when it agrees to issue RCTI for the Services and will notify the Agent if it ceases to be registered or if it ceases to satisfy any of the requirements imposed by the Commissioner for Taxation.

2.4. Payment of Invoices

The Director General will pay the amount specified in a RCTI within thirty (30) days of the last day of the month to which it relates.

2.5. Method of Payment

The Director General will directly credit Commissions payable to the Agent's nominated bank account.

2.6. No Obligation to Pay

The Director General has no obligation to make any payment to the Agent unless and until:

- (a) the Services have been supplied in accordance with the Agreement; and
- (b) the Director General is satisfied that no default has occurred.

2.7. Incorrect Payment

- (a) If the Agent finds an amount paid based on the RCTI is incorrect and the Director General has paid, the Agent is responsible for issuing an Adjustment Note to the Director General. If the amount is:
 - (i) less than the amount that should have been paid, the Director General must pay the difference to the Agent within twenty (20) days after the date the Adjustment Note is received;
 - (ii) more than the amount that should have been paid, the Director General may:
 - A) debit the difference from the Agent's nominated account within twenty (20) days after the date the Adjustment Note is received; or
 - B) offset the difference against any amount subsequently payable by the Director General to the Agent.
- (b) If the Director General finds that the amount paid based on the RCTI was incorrect and the Director General has overpaid, the Director General is entitled to take the steps outlined in sub-clause 2.7(a)(ii) (A) or (B), without receipt of an Adjustment Note from the Agent.

2.8. GST and other duties, taxes and charges

- (a) In this clause (2.8) the expressions 'consideration', 'recipient', 'supply', 'tax invoice' and 'taxable supply' have the meanings given to those expressions in the GST Act
- (b) All amounts in the Schedule of Fees are expressed exclusive of GST.
- (c) If GST is imposed on any supply made under the Agreement, the Principal will pay to the Agent an amount equal to the GST payable on the taxable supply.

- (d) The amount referred to in clause 2.8 (c) must be paid in addition to, and at the same time as, payment for the taxable supply is required to be made under the Agreement.
- (e) If a GST-inclusive price is charged or varied under the Agreement, the Principal will provide the Agent with a valid RCTI at or before the time of payment or variation.
- (f) If the amount of GST paid or payable by the Agent on any supply made under the Agreement differs from the amount of GST paid by the Principal, because the Commissioner of Taxation lawfully adjusts the value of the taxable supply for the purpose of calculating GST, then the amount of GST paid by the Principal will be adjusted accordingly by a further payment by the Principal to the Agent or the Agent to the Principal, as the case requires.
- (g) The Principal indemnifies the Agent for any liability for GST and penalty that may arise from an understatement of the GST payable on any supply for which it issues a RCTI where the understatement arises from fault on the part of the Principal.
- (h) All duties, taxes and charges (other than GST) imposed or levied in Australia or overseas in connection with the supply of the Services or any additional work undertaken by the Agent are payable by the Agent.

3. COLLECTION OF REVENUE

3.1. Forms of Payment

- (a) The Agent must accept from the CEO Customers and process all forms of payment acceptable to the CEO for the processing of licensing transactions, being cash, EFTPOS, credit cards (except Diners Club and American Express) debit cards, cheque and money order.
- (b) If a customer cheque or other payment is dishonoured or is otherwise not credited to the Agent's bank account, the relevant provisions set out in the Business Rules will apply.

3.2. No Surcharge

The Agent must not impose a surcharge, or any other form of cost recovery, on the CEO or the CEO's Customers for Services performed pursuant to this Agreement.

3.3 Direct Debit

- (a) The Agent will use its own EFTPOS terminal and funds will be banked directly into the Agents nominated bank account.
- (b) The Agent will bank on a daily basis revenue collected (cash/cheques/money orders) into the Agents nominated bank account.
- (c) The Agent will prior to the commencement of Service provide the CEO with a Direct Debit Request and the CEO will debit the Agents bank account two business days after collection to the value of transactions processed on the Database. Note: the Agent will ensure that sufficient funds are available at the time of the direct debit.
- (d) The Agent will comply with the Payment Card Industry Data Security Standards (PCI DSS) as set out in the Business Rules of the Road Law Agreement.

SCHEDULE 6: LOCATION OF PREMISES FOR SERVICE PROVISION

The Agent shall provide the Services under the Agreement from the following Premises:

Nannup

Address	15 Adam Street NANNUP WA 6275		
Contact	The CEO	Email	peter.clarke@nannup.wa.gov.au
Phone	9756 1018	Fax	

SCHEDULE 7: EQUIPMENT MAINTENANCE

This Equipment Maintenance Schedule is the procedure for Agents to follow in the event Department of Transport supplied information technology hardware requires repairs or replacement.

Step	Process
Repair or Replacement Issue	<p>Agent Personnel are to contact Transport's Customer Service Phone-Support only.</p> <p>Please do not contact the Business Information Systems (B.I.S) <i>Helpdesk</i> directly.</p> <p>1800 354 928 Phonesupport@transport.wa.gov.au</p>
Job/Incident Logged	<p>Agent Personnel must provide details of the faulty equipment including the LF number (yellow sticker) and DP number (white sticker) and details of the problem. Customer Service Phone-Support will log the incident with Helpdesk.</p> <p>**Please Note** When logging an issue, the Agent will be provided a <u>job/incident number which will need to be reference for any subsequent enquiries</u>. Always record this number.</p>
Courier	<p>Transport's Customer Phone-Support or B.I.S Helpdesk will instruct the Agent Personnel to courier the equipment if it needs to be returned for repair/replacement.</p>
Courier details	<p>The Agent is to immediately arrange for the return of the equipment item by calling Toll Ipec ☎ 13 18 85. Quote account number XV1437.</p> <p>The cost of the courier will be charged to the Department of Transport.</p> <p>Courier to Department of Transport B.I.S Level 3, 2 Tassels Place. Innaloo WA 6018.</p>
Repair and/or Replacement	<p>The Department of Transport will organise the repair and/or replacement of the equipment item.</p>
Return Courier	<p>B.I.S will arrange for the equipment item to be returned by courier to the Agent's Site.</p>
Follow Up	<p>If the Agent's Personnel require any follow-up assistance, Transport's Customer Service Phone-Support can be contacted for further instruction. Please quote the job/incident number.</p>
Escalation	<p>If the Agent experiences any delay or has any unresolved issues, an email should be sent to phonesupport@transport.wa.gov.au with all details, including the job/incident number. Attention to: Customer Service Phone Support Manager.</p>

SCHEDULE 8: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS)

OVERVIEW - The Payment Card Industry Data Security Standard (PCI DSS) was developed to encourage and enhance cardholder data security and facilitate the broad adoption of consistent data security measures globally. PCI DSS provides a baseline of technical and operational requirements designed to protect account data. PCI DSS applies to **all** entities involved in payment card processing—including merchants, processors, acquirers, issuers, and service providers. PCI DSS also applies to **all** other entities that store, process or transmit cardholder data (CHD) and/or sensitive authentication data (SAD). More detailed information is available at the Payment Card Industry Security Standards Council's website at: <https://www.pcisecuritystandards.org/merchants/index.php>

PCI DSS Objectives and Requirements

Objective	Requirement No.	Requirements
Build and Maintain a Secure Network and Systems	1	Install and maintain a firewall configuration to protect cardholder data
	2	Do not use vendor-supplied defaults for system passwords and other security parameters
Protect Cardholder Data	3	Protect stored cardholder data
	4	Encrypt transmission of cardholder data across open, public networks
Maintain a Vulnerability Management Program	5	Protect all systems against malware and regularly update anti-virus software or programs
	6	Develop and maintain secure systems and applications
Implement Strong Access Control Measures	7	Restrict access to cardholder data by business need to know
	8	Identify and authenticate access to system components
	9	Restrict physical access to cardholder data
Regularly Monitor and Test Networks	10	Track and monitor all access to network resources and cardholder data
	11	Regularly test security systems and processes
Maintain an Information Security Policy	12	Maintain a policy that addresses information security for all personnel

SCHEDULE 9: AGREEMENT TERM AND CONTACT DETAILS

Item No	Item Description	Details
1	Agreement Term	The appointment of the Agent by the CEO is for an initial term expiring 31 December 2020.
2	Commencement Date	The Commencement Date is the date the Agreement is made.
3	MAXIMUM TERM	The appointment of the Agent by the CEO will expire on 31 December 2020.

SCHEDULE 10: PERFORMANCE MEASURES

No.		Qualitative Matrix
1	Daily Audit	<p>A report of transactions conducted by the Agent is forwarded daily to the allocated Transport Services Centre (TSC) office for audit. All documentation supporting each transaction processed must be forwarded by the Agent to the TSC within 2 business days of processing to assist with the audit process.</p> <p>The TSC will audit all the licensing transactions and notify the Agent in writing of the errors.</p> <p>The allocated site for the Agent is Bunbury</p>
2	Identified errors	<p>Errors identified through an audit are corrected and returned to Bunbury within seven (7) Business Days.</p>
3	Recurrent or significant errors	<p>In instances where there are recurring errors or where an error requires significant rework, the Principal may issue a notice seeking an explanation from the Agent including advice on how the Agent will prevent future instances, or may request the Agent to implement processes intended to eliminate the incidence of errors.</p> <p>The Agent is to respond within seven (7) business days of this notice.</p>
4	Zero breach of TRELIS data security.	<p>Suspected breaches of TRELIS data security, within two (2) Business Days of the identification of the suspected breach, are to be communicated in writing to the:</p> <ol style="list-style-type: none"> 1. SAA@transport.wa.gov.au; or 2. Manager Statutory Agency Agreements Department of Transport GPO R1290 Perth WA 6844
5	Written customer complaints	<p>Customer complaints are discussed with the Manager Statutory Agency Agreements and responded to in writing within 14 Business Days.</p> <p>Proposed strategies for service improvement are discussed with the Manager Statutory Agency Agreements and implemented within a mutually agreed timeframe.</p> <p>Should any strategies or timeframes not be agreed on, the Agent may escalate to the Assistant Director Commercial Management.</p>

6	Compliance Escalation	<p>The Agent must address initial concerns with compliance requirements to the Manager Statutory Agency Agreements.</p> <p>The escalation process for any Agreement compliance requirements, are to be issued in writing, as follows:</p> <ol style="list-style-type: none">1. Manager Statutory Agency Agreements2. Assistant Director Commercial Management3. Director Commercial & Partnerships <p>The Director Commercial & Partnerships is the final escalation level.</p>
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SCHEDULE 11: NOTICE OF VARIATION TO SCHEDULE FORM

NOTICE OF VARIATION TO SCHEDULE

Agreement No.:

Title:

Schedule:

Agent:

Variation No.:

Variation Date:

Date of Variation Effect:

VARIATION TO SCHEDULE:

The Principal, pursuant to Clause 19.2(c) of the Agreement, hereby provides the Agent notice of the following variation(s) in relation to the above Schedule:

Except as expressly varied, the terms and conditions of the Agreement, remain unaltered and in full force and effect.

*<Name and Title of authorised
officer in DVS>*

<Date>

Attachment 12.2.2



Government of **Western Australia**
Department of Transport

DOT965117 AGREEMENT FOR THE PROVISION OF LICENSING SERVICES IN SHIRE OF NANNUP IN TERMS OF SECTION 11 OF THE ROAD TRAFFIC (ADMINISTRATION) ACT 2008

BETWEEN:

The Chief Executive Officer of the Department of Transport of 140 William St, Perth, Western Australia 6000 (**"the CEO"**)

AND:

The Shire of Nannup a body corporate with perpetual succession under the Local Government Act 1995 (**"the Agent"**)

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THIS AGREEMENT is made the _____ day of _____ 201_.

BETWEEN:

The Chief Executive Officer (CEO) of the Department of Transport, under the *Road Traffic (Administration Act) 2008*, of 140 William Street, Perth Western Australia 6000 (**the Principal**)

and

Shire of Nannup (ABN 43 038 160 786), of 15 Adam Street NANNUP WA 6275 (**the Agent**)

RECITALS

- A. Under section 11 of the Road Traffic (Administration) Act 2008, the CEO may enter into an agreement providing for the CEO's functions under a Road Law that are described in the agreement to be performed on behalf of the CEO.
- B. The CEO wishes to enter into an agreement for the performance of certain of his licensing functions under Road Laws described in this Agreement.
- C. The Agent is prepared to perform the licensing functions described in the Agreement on behalf of the CEO and the CEO is prepared to remunerate the Agent accordingly.
- D. The CEO and Agent have also separately entered into an agreement for the Agent to perform certain Non-Road Law Services. The Agent will be acting in accordance with the Business Rules and utilising the same information technology infrastructure, software applications and transactional arrangements for the performance of both the Road-Law and Non Road Law Services.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the context otherwise requires:

Adjustment has the same meaning as in the *GST Act*.

Adjustment Note has the same meaning as in the *GST Act*.

Agent means the Party to this Agreement who is authorised by the CEO to perform the CEO's functions under section 11 of the Road Traffic (Administration) Act 2008 as set out in this Agreement.

Agent's Representative means the person(s) so identified in Schedule C to this Agreement, and includes any person(s) for the time being acting in the place of such a person.

Agreement means this Agreement between the Principal and the Agent for the supply of Services by the Agent and includes the schedules attached hereto.

Business Day means any day, except a Saturday, Sunday or a Gazetted public holiday in Perth, Western Australia.

Business Rules means the rules set by the CEO from time to time regarding business processes, guidelines and policies including but not limited to instructions (known as Administrative Instruction's and Licensing Information's) which deal with amongst other things document handling, financial, banking and/or electronic operating procedures, developed by the CEO to ensure the integrity of the Services provided; including but not limited to Schedule E.

Chief Executive Officer or CEO means the Chief Executive Officer as defined in the *Road Traffic (Administration) Act 2008* and is also known as the Director General.

Commission means the amount payable by the Principal to the Agent for the performance of a specified activity forming part of the Services, as set out in the *Schedule of Rates* at Schedule B to this Agreement.

Commissioner of Taxation means the person so appointed pursuant to section 4 of the *Taxation Administration Act 1953*.

Conditions means the terms and conditions set out in this Agreement.

Confidential Information means information in respect of the Agreement that:

- (a) is by its nature confidential; or
- (b) is specified by the Principal or the Agent to be confidential, including any information specified at Schedule D to this Agreement to be confidential; or
- (c) the Principal or the Agent knows or reasonably ought to know is confidential.

Consumer Price Index means the Perth Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0)): 1 All Groups, Index Numbers – Perth) from the preceding March quarter published by the Australian Bureau of Statistics.

Copyright Act means the *Copyright Act 1968 (Cth)*.

CTT means the Computerised Theory Test that forms the part of the requirements of the Principal's Graduated Driver Training and Licensing System.

Common Use Arrangement means common use procurement arrangements established by the Department of Finance for the use of State Government departments.

DAIP means the Disability Access and Inclusion Plan that must be prepared under the *Disability Services Act 1993*.

Database means the Principal's designated motor vehicle and driver licensing databases, including TRELIS.

Department means the Department of Transport or such other person or government agency which is responsible for assisting the Principal with:

- (a) the administration of this Agreement; and / or
- (b) the provision of Licensing Services.

Direction includes agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, rejection, request or requirement of the Principal.

Employee means

- (a) Where the Agent is a local government body, a person employed by the Agent under Section 5.36 of the Local Government Act 1995, or otherwise engaged by the Agent, and includes a chief employee, a chief executive officer, a senior executive officer, an executive officer, an employee, a public service officer, public officers or a respondent as defined under the Public Sector Management Act 1994 or a clerk or servant as defined under section 1 of the Criminal Code Act 1913; and
- (b) the Agent's employees, directors, officers, nominees, agent or subcontractor.

Error Rate means the percentage of errors made when determining compliance with KPI 1 in Schedule H.

Event of Default means the occurrence of any one of the following events:

- (a) the Agent breaches an obligation under the Agreement that cannot be remedied, including a breach of its confidentiality obligations; or
- (b) the Agent breaches any other obligation under the Agreement and that breach is not remedied within two (2) Business Days after the Principal gives a notice to the Agent requiring the breach to be remedied, or within a later period specified by the Principal in the notice; or
- (c) the Agent commits three (3) separate breaches of its obligations under the Agreement over any twelve (12) month period, whether or not the Principal has given the Agent notice of any such breaches and whether or not the Agent has rectified such breaches; or
- (d) a representation or warranty made by the Agent under the Agreement is or becomes untrue or is breached; or
- (e) an Insolvency Event occurs in respect of the Agent; or
- (f) the Agent ceases, or, in the reasonable opinion of the Principal will likely imminently cease, to carry on business; or
- (g) any of the Agent's Personnel is or has at any time been convicted of a criminal offence that is punishable by imprisonment or detention that has not been disclosed to the Principal and the Principal has given its prior written consent; or
- (h) if the Agent is a body corporate, the Agent is convicted of a criminal or statutory offence that is punishable by a fine or penalty of, or exceeding, \$10,000; or
- (i) in the reasonable opinion of the Principal, the reputation of the Principal, the State of Western Australia or the Government of Western Australia is, or is likely to be, damaged by any act or omission of the Agent; or
- (j) any of the Agent's Personnel disclose the Principal's Confidential Information under Schedule D Confidential Information; or
- (k) the Agent refuses to comply with any reasonable Direction given by the Principal; or
- (l) where applicable, the Agent breaches its duty under the Local Government Act 1995; or
- (m) If the Agent also provides Non Road Law Services under a separate agreement to this Agreement and that agreement is terminated in accordance with the breach provisions of that agreement.

Graduated Driver Training and Licensing System means the system that allows new drivers to acquire their driver's licence by completing a number of assessments, including the

CTT and HPT, and by gaining experience by driving under supervision in a wide range of conditions.

GST has the same meaning as in the *GST Act*.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and, where the context permits, includes the Commissioner of Taxation's goods and services tax rulings and determinations and any other written law dealing with GST applying for the time being in the State of Western Australia.

HPT means the Hazard Perception Test that forms part of the requirements of the Principal's Graduated Driver Training and Licensing System.

Insolvency Event means the happening of any of these events:

- (a) an order is made, or an application is made to a court for an order, that a body corporate be wound up; or
- (b) except to reconstruct or amalgamate while solvent, a body corporate:
 - i. is wound up or dissolved; or
 - ii. resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so; or
 - iii. enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or
- (c) a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- (d) a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the Corporations Act 2001 (Cth)) or similar officer is appointed, or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate or any asset or undertaking of a body corporate; or
- (e) any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against any asset or undertaking of a body corporate; or
- (f) the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgment or order for the payment of money or the recovery of any property;
- (g) a body corporate:
 - i. takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation; or
 - ii. stops or suspends payment of all, or a class of, its debts; or
 - iii. is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:
 - a. insolvent or unable to pay its debts when they fall due; or

- b. the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001 (Cth)*; or
- iv. 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 2001 (Cth)*; or
- v. ceases, or threatens to cease, to carry on all or a material part of its business; or
- (h) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Intellectual Property Rights means:

- (a) patents, copyright, rights in circuit layouts, registered designs, trade-marks and the right to have Confidential Information kept confidential; and
- (b) any application or right to apply for registration of any of the rights described in (a) above,

but does not include Moral Rights.

Language Interpretation Facility means the facility established by State Government to meet the needs of people unable to communicate effectively in English.

Logbook means the Logbook that forms part of the requirements of the Principal's Graduated Driver Training and Licensing System.

Moral Right has the same meaning as in the *Copyright Act*.

Non Road Law Services means transactions related to Maritime, WA Photo Card, Off Road Vehicles, and Driving Instructor and other services as detailed in a separate agreement.

Party means a party to this Agreement and Parties means both parties to this Agreement.

PCI DSS means the Payment Card Industry Data Security Standard being a baseline of technical and operational requirements designed to protect account data.

PC means personal computer and includes a central processing unit, monitor, mouse and keyboard.

Performance Measures means the criteria specified in Schedule H against which the Agent's delivery of Services will be measured.

Personnel means all Employees engaged in relation to the supply of the Services.

Physical stock means any items provided by the Principal to the Agent for the purpose of facilitating the Agent to undertake the Services, including but not limited to:

- (a) forms for completion by the Principal's Customers;
- (b) printer base stock;
- (c) vehicle licence plates;
- (d) 'P' plates
- (e) financial banking books;
- (f) Logbooks;

- (g) licensing publications and information material; and
- (h) any other stock as detailed by the Principal in Schedule M.

Premises means any premises listed in Schedule I which are owned or occupied by the Agent on or from which the Services are to be supplied or to which the Agent has access in order to supply the Services, and includes anything on those premises.

Principal means the CEO of the Department of Transport.

Principal's Customers means those persons who use the Services supplied by the Agent under the Agreement.

Principal's Property means all Records supplied for, or created by, the provision of the Services, all physical stock and equipment provided by the Principal.

Principal's Representative means the person(s) so identified at Schedule C to this Agreement, and includes any person(s) for the time being acting in the place of such a person.

Processing Errors has the meaning assigned in the *Service Specification* at Schedule A of this Agreement.

Recipient Created Tax Invoice has the same meaning as in the *GST Act*.

Records means records and information of any kind, including originals and copies of all accounts, financial statements, books, files, reports, records, correspondence, documents and other materials created for, or relating to, or used in connection with, the supply of the Services, whether or not containing Confidential Information, and whatever format in which such records and information are held, stored or recorded.

Representative(s) means either or both the Agent's Representative or the Principal's Representative as the context requires.

Road Law means the Road Traffic Act 1974, the Road Traffic (Administration Act) 2008; the Road Traffic (Authorisation to Drive) Act 2008; the Road Traffic (Vehicles) Act 2012 and the Road Traffic (Vehicles) (Taxing) Act 2008.

Schedule of Rates means the Commission payable to the Agent for the performance of Services as detailed at Schedule B to this Agreement.

Services means the licensing functions described in the *Service Specification* at Schedule A to this Agreement, to be supplied by the Agent in accordance with this Agreement.

Specification means the specification of the Services described in the *Service Specification* at Schedule A to this Agreement.

State means the State of Western Australia.

State Records has the same meaning as in the *State Records Act 2000*.

Term means the period from the date of commencement provided in clause 2 to the date when the Agreement expires or terminates, and includes any extension agreed by the Parties in writing.

1.2. Interpretation

In the Agreement Documents, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;

- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a gender includes other genders;
- (d) a reference to a person includes a public authority, a public body, a company and an incorporated or unincorporated association or body of persons;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
- (f) an agreement, representation or warranty on the part of, or in favour of, 2 or more persons binds, or is for the benefit of, them jointly and severally;
- (g) a reference to the Agreement or another instrument includes all variations and replacements of any of them despite any change of, or any change in the identity of, the Principal or the Agent;
- (h) a reference to a clause, schedule, attachment or appendix is a reference to a clause in, or a schedule, attachment or appendix to this Agreement;
- (i) all the provisions in any schedule, attachment or appendix to this Agreement are incorporated in, and form part of, this Agreement and bind the Principal and the Agent;
- (j) headings are included for convenience and do not affect the interpretation of this Agreement;
- (k) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (l) no rule of interpretation is to be applied to disadvantage the Principal or the Agent on the basis that it was responsible for preparing the Agreement;
- (m) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (n) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;
- (o) a reference to writing includes all means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (p) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
- (q) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (s) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day; and
- (t) a reference to a monetary amount means that amount in Australian currency.

2. TERM

2.1 This Agreement will begin on the Commencement Date as specified in Item 2 of Schedule L for the term specified in Item 1 of Schedule L. The Principal may by notice in writing to the Agent extend the term at his entire discretion for a further period or periods up to the maximum period set out in Item 3 of Schedule L.

2.2 This Agreement does not create or otherwise confer upon the Agent an enforceable right to be offered an extension of this Agreement.

3. SUPPLY OF SERVICES

3.1. Supply of Services

The Agent must supply the Services on each Business Day during the Term in accordance with the Agreement.

3.2. Scope and Quality of Services

- (a) The Agent must supply the Services in accordance with the Specification.
- (b) The Services include any reasonable Direction given by the Principal in relation to performance of Services in this Agreement.
- (c) If no standards for the Services are specified in the Agreement, then the Agent must supply the Services in accordance with the highest reasonable standards that usually apply to the supply of the Services and in any event with proper skill, care and diligence.
- (d) The Agent must save and file all Business Rules, policies, guidelines, procedures Administrative Instruction's and Licensing Information's developed and distributed by the Principal so that they can be retrieved for ease of reference.
- (e) The Agent must observe, perform and comply with any Business Rules, policies, guidelines, procedures, Administrative Instruction's and Licensing Information's developed by the Principal to ensure the integrity of the Services provided.
- (f) The Principal does not underwrite, guarantee or accept any liability for the volume and value of the Services performed under the Agreement.

3.3. Additional Work

If, at the written request of the Principal, the Agent performs work that is additional to the Services, then the Principal must pay the Agent for the additional work:

- (a) at the rate of a similar Service specified in the Schedule of Rates; or
- (b) if no rate is specified in the Schedule of Rates, at a rate agreed between the Principal and the Agent; or
- (c) if no rate is agreed under clause 3.3(a) or (b) within ten (10) Business Days from the date of the Principal's request, at the reasonable rate determined by the Principal.

3.4. Unsatisfactory Services

- (a) If any of the Services have not been supplied in accordance with this clause 3 then, without limiting any other remedy available to the Principal, the Principal may by notice to the Agent require the Agent to re-supply those Services and the Agent must re-supply those Services at no cost to the Principal or the Principal's Customers.

- (b) If, on receipt of a notice under clause 3.4(a), the Agent considers that it has supplied the Services in accordance with this clause 3, then the Parties must attempt to resolve the dispute by following the dispute resolution process set out in clause 16.

3.5. Value for Money Policy

- (a) The Principal has access to State Government common use arrangements which provide for discounted rates for specified goods and services. Where it is deemed by the Principal that better value for money can be achieved through the use of such common use arrangements, the Agent must access such services. The Principal will be responsible for organising approvals for the Agent to access Common Use Arrangements (CUA).
- (b) Where the Principal has access to other service contracts the Agent must access and use such contracts as advised by the Principal.

4. COLLECTION OF REVENUE

4.1. Familiarity with Treasurer's Instructions and *Financial Management Act 2006*

It is the Agent's responsibility to ensure that they are familiar with, and knowledgeable on, the *Financial Management Act 2006* and Treasurer's Instructions relating to the collection and banking of public monies.

4.2. Forms of Payment

- (a) The Agent must accept from the Principal's Customers and process all forms of payment acceptable to the Principal for the processing of licensing transactions.
- (b) If a customer cheque or other payment is dishonoured or is otherwise not credited to the Agent's bank account, the relevant provisions set out in the Business Rules in Schedule E will apply.

4.3. No Surcharge

The Agent must not impose a surcharge, or any other form of cost recovery, on the Principal or the Principal's Customers for Services performed pursuant to this Agreement.

5. PAYMENT

5.1. Commissions Payable

Subject to the provisions of sub-clause 5.2, the Principal must pay the Agent Commissions to the value of the Services performed under the Agreement in accordance with the Schedule of Rates, as certified by the Principal, less any overpayment in Commissions or any other payment made to the Agent as advised in writing to the Agent by the Principal.

5.2. Variations to Commissions Payable

- (a) On July 1 of each year of the Term, the Principal will review the Commissions specified in the Schedule of Rates in accordance with annual changes in the Consumer Price Index and the Commission's payable to the Agent will be increased accordingly, except in the instance where there is no movement in the CPI.
- (b) Where the CPI is a negative 'downward' movement, the Commission's payable to the Agent shall remain at the rate applicable for the previous year.
- (c) The Principal will forward the Agent a revised Schedule of Rates in accordance with clause (a) above no later than 30 Business Days after the Commission review date.

5.3. Invoices

- (a) The Principal will issue the Agent Transaction and Payment Summary reports which include, inter-alia:
 - (i) tabulations to show all licensing transactions processed and the corresponding Commissions payable; and
 - (ii) confirmation the Commissions payable have been reconciled and authorised by the Principal.
- (b) The Principal will issue the Agent tax invoices, being Recipient Created Tax Invoices (RCTI), in respect of Commissions payable, on the basis of the Transaction and Payment Summary report for the corresponding period.
- (c) The Principal will issue a Transaction and Payment Summary Report and RCTI to the Agent:
 - (i) for each calendar month; and
 - (ii) not more than thirty (30) Business Days after the last day of the invoice period.
- (d) The Agent agrees it will not issue tax invoices in respect of the Services.
- (e) The Agent acknowledges that it is registered for GST when it agrees for the Principal to issue RCTI for the Services and will notify the Principal if it ceases to be registered or if it ceases to satisfy any of the requirements imposed by the Commissioner for Taxation.
- (f) The Principal acknowledges that it is registered for GST when it agrees to issue RCTI for the Services and will notify the Agent if it ceases to be registered or if it ceases to satisfy any of the requirements imposed by the Commissioner for Taxation.

5.4. Payment of Invoices

The Principal will pay the amount specified in a RCTI within thirty (30) days of the last day of the month to which it relates.

5.5. Method of Payment

The Principal will directly credit Commissions payable to the Agent's nominated bank account.

5.6. No Obligation to Pay

The Principal has no obligation to make any payment to the Agent unless and until:

- (a) the Services have been supplied in accordance with clause 3; and
- (b) the Principal is satisfied that no Event of Default has occurred.

5.7. Incorrect Payment

- (a) If the Agent finds an amount paid based on the RCTI is incorrect and the Principal has paid, the Agent is responsible for issuing an Adjustment Note to the Principal. If the amount is:
 - (i) less than the amount that should have been paid, the Principal must pay the difference to the Agent within twenty (20) days after the date the Adjustment Note is received;
 - (ii) more than the amount that should have been paid, the Principal may:

- a. debit the difference from the Agent's nominated account within twenty (20) days after the date the Adjustment Note is received; or
 - b. offset the difference against any amount subsequently payable by the Principal to the Agent.
- (b) If the Principal finds that the amount paid based on the RCTI was incorrect and the Principal has overpaid, the Principal is entitled to take the steps outlined in sub-clause 5.7(a)(ii) a. or b., without receipt of an Adjustment Note from the Agent.

5.8. GST and other duties, taxes and charges

- (a) In this clause (5.8) the expressions '**consideration**', '**recipient**', '**supply**', '**tax invoice**' and '**taxable supply**' have the meanings given to those expressions in the *GST Act*.
- (b) All amounts in the Schedule of Rates are expressed exclusive of GST.
- (c) If GST is imposed on any supply made under the Agreement, the Principal will pay to the Agent an amount equal to the GST payable on the taxable supply.
- (d) The amount referred to in clause 5.8 (c) must be paid in addition to, and at the same time as, payment for the taxable supply is required to be made under the Agreement.
- (e) If a GST-inclusive price is charged or varied under the Agreement, the Principal will provide the Agent with a valid RCTI at or before the time of payment or variation.
- (f) If the amount of GST paid or payable by the Agent on any supply made under the Agreement differs from the amount of GST paid by the Principal, because the Commissioner of Taxation lawfully adjusts the value of the taxable supply for the purpose of calculating GST, then the amount of GST paid by the Principal will be adjusted accordingly by a further payment by the Principal to the Agent or the Agent to the Principal, as the case requires.
- (g) The Principal indemnifies the Agent for any liability for GST and penalty that may arise from an understatement of the GST payable on any supply for which it issues a RCTI where the understatement arises from fault on the part of the Principal.
- (h) All duties, taxes and charges (other than GST) imposed or levied in Australia or overseas in connection with the supply of the Services or any additional work undertaken by the Agent are payable by the Agent.

6. AGENT'S GENERAL WARRANTIES AND UNDERTAKINGS

6.1. Agent's General Warranties

Except where the Agent has otherwise disclosed in writing to the Principal, and the Principal has given prior written consent to the matter disclosed, the Agent warrants in favour of the Principal that:

- (a) the Agent has no conflict of interest arising out of the Agreement;
- (b) the Agent is properly authorised and has the power to enter into the Agreement and perform the Agent's obligations under the Agreement;
- (c) the Agent's obligations under the Agreement are valid and binding and are enforceable against the Agent;
- (d) all information provided by the Agent to the Principal in connection with the Agreement is true and correct;

- (e) there is no litigation or arbitration, and there are no administrative proceedings, taking place, pending or threatened against the Agent which could have a materially adverse effect on the Agent's ability to supply the Services in accordance with the Agreement;
- (f) no Personnel performing the Services have been convicted of a criminal offence that is punishable by imprisonment or detention; and
- (g) there is nothing that prevents the Agent from complying with any obligation under the Agreement.

6.2. General Warranties Made Continuously

The warranties made by the Agent under clause 6.1 are taken to be made continuously throughout the Term.

6.3. Agent's Undertakings

The Agent must:

- (a) properly provide for the care, safety, security and protection of:
 - (i) all Records (whether created by the Principal, the Agent or any other person) that are in the custody or control of the Agent; and
 - (ii) all property, information technology equipment and software applications supplied by the Principal to the Agent in connection with the Agreement;
- (b) promptly notify the Principal if any warranty in clause 6.1 is breached or becomes untrue within two (2) business days of the identification of the breach;
- (c) securely manage and destroy any waste documentation;
- (d) securely manage all new and retained vehicle number plates at all times and only return or transfer those plates through the Principal's approved courier or representative;
- (e) securely return by the Principal's approved courier or representative all obsolete vehicle number plates to the Principal's nominated contractor for destruction;
- (f) always act ethically in connection with the Agreement and in accordance with good corporate governance practices;
- (g) comply with all State and Commonwealth laws relevant to the Agreement;
- (h) if the Agent obtains or has custody or control of State Records as a result of its activities under this Agreement, comply with the Principal's record keeping plan to the extent necessary under the *State Records Act 2000*;
- (i) cooperate fully with the Principal in respect of the administration of the Agreement;
- (j) ensure that no Personnel causes the Agent to breach the Agreement; and
- (k) except as otherwise specified in the Agreement, provide everything necessary to fully comply with all of its obligations under the Agreement.

6.4. Warranties and Indemnity

- (a) The Agent must give, or ensure the Principal has the benefit of; any warranties specified in the Agreement.

- (b) The Agent must do everything necessary to obtain the benefit of all third party warranties and must ensure that the Principal has the benefit of those warranties.
- (c) The Agent indemnifies the Principal against any loss or liability that results from the Agent not complying with sub-clauses 6.4(a) or (b).

6.5. Conflict of Interest

6.5.1. Without limiting the meaning of conflict of interest, a conflict of interest may arise in the following circumstances:

- (a) when the Agent, or a person associated with the Agent, is in a position to benefit directly or indirectly from the actions of the Agent through an unfair or unintended imposition or loss on the Principal or some third party; or
- (b) when, due to a personal interest or a conflicting business arrangement, an Agent's honesty, objectivity or fairness in performing the Services is open to question.

6.5.2. If a conflict of interest arises in respect of the Agent or the Agent's Personnel, in respect of the supply of the Services under the Agreement, the Agent must:

- (a) promptly notify the Principal that the conflict has arisen and provide full details; and
- (b) take reasonable steps in consultation with the Principal to manage or resolve the conflict.

6.5.3. Without limiting the meaning of conflict of interest, a perceived conflict of interest may arise when an Agent or the Agent's Personnel accesses the Principal's Database or undertakes a transaction on behalf of a friend or relative or the Personnel's own record, without first obtaining the Principal's approval.

6.6. Agent's Obligation for Services Directly to the Public

The Agent must:

- (a) to the extent practicable, implement the Principal's 'Disability Access and Inclusion Plan' (DAIP) prepared under the Disability Services Act 1993 (available at the Principal's website:

<http://www.transport.wa.gov.au/aboutus/disability-access-and-inclusion-plan.asp>);
- (b) provide a report to the Principal prior to 30 June in each year of the Term reporting on the extent to which the Agent has implemented the Principal's DAIP; and
- (c) advise Customers that they may make use of the Language Interpretation Facility if they require such assistance.

7. INFORMATION TECHNOLOGY, EQUIPMENT AND PREMISES

7.1. Supply by Principal

The Principal will supply the Agent with the following:

- (a) telecommunications hardware and software, the nature of which is subject to the availability of telecommunications technology in the Agent's locality, linking the Agent's transaction processing equipment supplied by the Principal to the Database;
- (b) transaction processing hardware to the extent necessary to operate the software applications required by the Principal being:

- (i) PC/s;
- (ii) printer/s (excluding consumables); and
- (iii) image capture unit.
- (c) transaction processing software, being the Principal's software applications that enable the Agent to access the Principal's Database and any third party software applications required by the Principal;
- (d) hardware and software to the extent necessary for the Agent to provide CTT/HPT and testing required by the Principal;
- (e) the Physical Stock required by the Agent to perform this Agreement; and
- (f) Vehicle licence plates.

7.2. Supply by Agent

- (a) The Agent must supply and maintain all hardware and software, not otherwise specified in the Agreement as the Principal's responsibility, to the extent required to enable the Agent to perform the Services. The Agent shall ensure that such hardware and software is compatible in all respects with the Principal's hardware and software.
- (b) Except as otherwise expressly provided in this Agreement, the Agent must provide, at its cost all office consumables.

7.3. Installation of Additional Hardware or Software (other than supplied by the Principal)

- (a) The Agent must make written application to the Principal, and obtain the Principal's written approval before installing any additional hardware or software to a PC designated for transaction processing.
- (b) Subject to clause (a) above:
 - (i) the installation of any additional hardware or software on the Principal's designated PC will be entirely at the Agents risk and the Principal will not be responsible for any hardware or software failure or resultant loss of the Agents data; and
 - (ii) the Agent will be responsible for and at its own cost to address any support issues, security breaches, network vulnerabilities, including increases in PCI DSS scope or loss of data resulting in the installation of the additional hardware or software.
- (c) The Agent will uninstall any additional hardware or software that the Agent installs on a PC designated for transaction processing by prior agreement with the Principal, when the PC is required to be replaced or returned to the Principal.

7.4. Compliance with Principal's Requirements

All information technology, whether supplied by the Principal or the Agent, must comply with the information technology policies and specification requirements as provided by the Principal from time to time.

7.5. Maintenance of Equipment

- (a) The Agent will ensure all equipment including, but not limited to, information technology hardware and software is:

- (i) maintained in good, safe and proper working condition, and capable of reliably performing the Services at all times; and
 - (ii) housed at the Agent's customer service area where the Services are provided.
- (b) All equipment provided by the Principal including, but not limited to, information technology hardware and software remains the property of the Principal and will be returned to the Principal on demand, at the Principal's cost and by the Principal's approved courier or representative.
 - (c) The Agent will provide any information required by the Principal relating to the audit and tracking of the Principal's equipment.
 - (d) In the event that equipment supplied by the Principal requires maintenance, the Agent will contact the Principal to discuss the maintenance options for the equipment as detailed in Schedule F.
 - (e) If any equipment supplied by the Principal requires repairs or replacement, the Principal will then organise at its cost.
 - (f) In the event equipment supplied by the Principal requires off-site maintenance, and that maintenance results in equipment not being available to the Agent for more than five (5) Business Days, the Principal will supply the Agent with equivalent replacement equipment for the duration of the period the equipment is unavailable to the Agent.

7.6. Premises

The Agent will:

- (a) ensure all areas in which the Services are to be performed are suitable for the purpose;
- (b) provide a secure and confidential environment to ensure protection of the Principal's interests against outside intrusion, improper or unauthorised use or access;
- (c) ensure security complies with any reasonable Direction given by the Principal;
- (d) do everything reasonably necessary to protect people and Property on the Premises, as they relate to the delivery of the Services; and
- (e) ensure compliance with Requirement 9 of the PCI DSS at Schedule J.

8. EXPENSES

8.1. Bank Fees and Charges

The Principal will reimburse the Agent for specified bank fees and charges, being:

- (a) charges incurred in relation to dishonoured cheques received from the Principal's Customers.

8.2. Training

The Principal will reimburse the Agent for specified expenses incurred for Personnel attending the Principal's mandatory training in the Perth metropolitan area in accordance with this clause 8.2, being:

- (a) accommodation costs, to a maximum equal to the applicable accommodation allowance specified in schedule I of the current West Australian Public Service Award, Travelling, Transfer and Relieving Allowance, made under *Public Sector Management Act 1994*;

- (b) meal costs, to a maximum equal to the applicable meal allowance specified in schedule I of the current West Australian Public Service Award, Travelling, Transfer and Relieving Allowance, made under *Public Sector Management Act 1994*;
- (c) vehicle mileage costs only associated with travel to and from the Principal's training site, (not including personal use of the vehicle during the training course) to a maximum equal to the applicable vehicle mileage allowance specified in schedule F of the current West Australian Public Service Award, Motor Vehicle Allowance, made under *Public Sector Management Act 1994*;
- (d) return economy airfares; and
- (e) subject to the Principal's approval, taxi/ride sharing fees incurred to and from the training only.

8.3. Telecommunications

The Principal will reimburse the Agent for specified telecommunications expenses, being:

- (a) charges incurred for one dedicated telecommunications line used solely for the purpose of providing a credit card payment facility, being:
 - (i) initial standard set-up costs of up to \$300; but
 - (ii) excluding any additional telecommunications infrastructure costs unless negotiated with the Principal prior to the commencement of Services; and
 - (iii) line rental.
- (b) charges incurred for any dedicated telecommunications line used solely for the purpose of dial-up network access to the Principal's Database on the basis of either:
 - (i) all STD call charges and line rental;
 - (ii) \$1.01 for each connection to the Principal's Database and line rental, whichever is the lesser; or
- (c) charges incurred for any telecommunications line used jointly for the purpose of dial-up network access to the Principal's Database and unrelated business of the Agent on the basis of either:
 - (i) STD call charges for each connection to the Principal's Database; or
 - (ii) \$1.01 for each connection to the Principal's Database, whichever is the lesser.
- (d) all charges incurred for the purpose of accessing the Principal's database through a specified dedicated ADSL Broadband connection.

8.4. Evidence

The Agent must submit a statement and supporting evidence to the Principal when claiming reimbursement for expenses specified in the Agreement as the responsibility of the Principal.

8.5. Reimbursement

The Principal will pay the Agent's claim for reimbursement within thirty (30) days from the date the claim in writing is received, if the amount claimed is:

- (a) properly payable;

- (b) correctly calculated in accordance with the Agreement; and
- (c) accompanied by sufficient supporting evidence.

9. PERSONNEL

9.1. General Provisions of the Agent's Personnel

- (a) All Personnel must be Employees of the Agent.
- (b) All prospective Personnel must be approved by the Principal for appointment prior to supplying the Services;
- (c) The Principal may direct the Agent to temporarily suspend the Personnel's access to the Principal's Database and Property and direct the Personnel to undertake immediate retraining.
- (d) The Agent must, at its expense, provide the Principal with a current (not more than three months old) Australia-wide police clearance for all prospective Personnel intended by the Agent for appointment as Personnel prior to the commencement of their involvement in supplying the Services.
- (e) The Principal may, at its discretion and expense, at any time and from time to time request the Agent to undertake further Australia-wide police clearance with respect to any prospective Personnel. The Agent must comply with the Principal's request within twenty (20) Business Days of such request.
- (f) If police clearance evidence provided by the Agent pursuant to clause 9.1(d) or 9.1(e) reveals that a prospective Personnel, or reveals that Personnel, has committed a criminal offence punishable by imprisonment or detention, then the Principal may, without prejudice to his other rights under the Agreement:
 - (i) refuse approval for the person to be appointed as Personnel; or
 - (ii) revoke its approval and require the removal of the Personnel in question from any involvement in the supply of the Services,

as the case may be, and the Principal may do so solely in reliance on the police clearance evidence.
- (g) The Agent and its Employees must not, during the Term, have any affiliations, associations, connections, or professional engagements with any companies, agencies, organisations, clubs, associations, or other business or charitable institutions which have or have been found to have or proven to have any involvement in any disreputable, criminal or illegal business dealings or transactions.
- (h) The Principal will terminate this Agreement effective immediately, upon becoming aware of any such affiliations, associations, connections, or professional engagements referred to in 9.1 (g).
- (i) Notwithstanding other rights and remedies or actions available to it, the Principal may require the removal from the Services of any Personnel.
- (j) The Agent must immediately comply with a request under 9.1 (i).
- (k) Where the Agent continues to engage or retains the engagement of Employees contrary to the provisions of this clause 9, in addition to any other rights and actions available to the Principal, the Principal may terminate this Agreement immediately without notice.

- (l) In addition to the provisions of clauses 9.1(d) to (f), the Principal may withhold approval for the appointment of a prospective Employee as Personnel or require the Agent to remove any Personnel from involvement with supplying the Services if the Principal reasonably believes that the prospective Employee or Personnel, as the case may be, is unsuitable.
- (m) In the event that the Principal withholds approval of a prospective Employee or requests removal of any Personnel, in accordance with clause 9.1(f) or 9.1(l), the Principal shall, at the request of the Agent, provide reasons for its decision, unless to provide reasons would, in the reasonable view of the Principal, be contrary to the public interest.
- (n) In the event that any Personnel is required to be removed from supplying the Services pursuant to this clause 9.1, the Agent must at its own cost:
 - (i) ensure that the Personnel in question immediately ceases all involvement with the supply of the Services; and
 - (ii) replace the Personnel with other Personnel, approved by the Principal, of the highest skills and experience available to the Agent.
- (o) In addition to the obligations set out in this Agreement, in the event that the Agent becomes aware that a criminal charge has been laid or may be laid against it or its Personnel, it will immediately notify the Principal in writing.

9.2. Qualifications

- (a) The Agent must ensure that all Personnel are properly qualified and suitable for the tasks allocated to them and that Personnel conduct themselves in all circumstances and at all times, in a fit and proper manner.
- (b) The Agent must ensure that all Personnel:
 - (i) attend mandatory training provided by the Principal, at a location determined by the Principal, prior to supplying the Services;
 - (ii) undertake e-learning training as directed by the Principal;
 - (iii) upon reasonable notice, undertake any additional training required by the Principal subsequent to any new policy or procedures adopted by the Principal; and
 - (iv) participate in a continuous education program relevant to the Services.

9.3. Use of Lobbyists

The Agent warrants and represents that none of its officers, employees, agents or sub-contractors has employed, engaged or has otherwise been involved, directly or indirectly, in connection with the Agreement, with a person who is acting as a Lobbyist (as that term is defined in Public Sector Commissioner's Circular 2016 "Circular 2016") unless such person is duly registered as a Lobbyist in terms of Circular 2016 and that person has complied with his or her obligations under Circular 2016 as amended from time to time.

9.4. Awards, Workplace Agreements

The Agent must ensure that the remuneration and terms of employment of all Personnel for the duration of the Agreement are consistent with the remuneration and terms of employment that reflect the industry standard as expressed in awards and agreements and any code of practice that may apply to a particular industry.

10. ACCESS AND CONFIDENTIALITY

10.1. Access and Records

- (a) The Agent will allow the Principal:
 - (i) reasonable access to inspect any Premises and equipment used or occupied in connection with this Agreement;
 - (ii) reasonable access to all Records in the custody or control of the Agent; and
 - (iii) to examine, audit, copy and use any Records in the custody or control of the Agent.
- (b) The Agent will:
 - (i) keep accurate, complete and current written Records in respect of the Agreement including maintaining adequate audit controls of finances and Services provided to the Principal related to the Agreement;
 - (ii) comply with the directions of the Principal in relation to the keeping of Records whether those directions relate to the period before or after the expiry of the Term;
 - (iii) keep all Records for at least seven (7) years after:
 - a. the expiry of the Term; or
 - b. termination of the Agreement, if the Agreement is terminated before the end of the Term; and
 - (iv) do everything necessary to obtain any third party consents which are required to enable the Principal to have access to Records under this clause 10.1.
- (c) This clause 10.1 survives expiration or termination of the Agreement.

10.2. Agreement Disclosure

The Agent acknowledges that:

- (a) the Agreement; and/or
- (b) information held or compiled by the Principal or the State of Western Australia in relation to the Agreement or the Services supplied under the Agreement,

may be subject to the *Freedom of Information Act 1992*, Parliamentary reporting requirements, other statutory reporting requirements and examination, and/or court orders.

10.3. Use of the Principal's Systems and Database

- (a) The Principal will, subject to availability, permit the Agent to access the Database for the purposes of and to the extent necessary for the Agent to meet its obligations under this Agreement.
- (b) The Principal will require all of the Agent's Personnel, who are to be granted access to the Database, to sign the Confidentiality Deed Poll (Schedule G) that will be issued at the time of the Personnel undertaking the mandatory training in the use of the Database or on demand by the Principal.
- (c) The Agent will:

- (i) ensure all use of the Database is solely and exclusively for the purpose of supplying the Services;
 - (ii) comply with all data security requirements in respect of access to and use of data relevant to the Agreement, in addition to any statutory obligation relevant to data security;
 - (iii) prohibit and prevent any Employee(s) who has/have not been expressly approved to do so by the Principal from gaining access to the Database or any data relevant to the Agreement;
 - (iv) without limiting clause 10.3(c)(iii), use reasonable endeavours to prevent any unauthorised person from gaining access to the Database or any data relevant to the Agreement;
 - (v) prevent unauthorised and improper use of the Database;
 - (vi) prevent unauthorised and improper use of the software or hardware relating to the CTT and HPT;
 - (vii) notify the Principal immediately and comply with all directions of the Principal if the Agent becomes aware of any contravention of this clause 10.3 or any other of the Principal's data security requirements; and
 - (viii) comply with any security instructions or guidelines issued by the Principal.
- (d) Personnel will not:
- (i) divulge their authorised user identification to any other Personnel or person; or
 - (ii) while logged into the Principal's Database, allow any other Personnel or person to access the Principal's Database; or
 - (iii) leave the Principal's database unattended while they are logged in.
- (e) In the event of any occurrence described herein at clauses 10.3 (c) or (d) or any other use of the Database contrary to the provisions of the Agreement or reasonably deemed inappropriate by the Principal, the Principal will be entitled to:
- (i) immediately suspend the Agent's access to the Database with or without notice, in which case the provisions in clause 18 apply; and
 - (ii) notify the Agent of the breach by notice in writing.
- (f) The Agent must provide a written response within two (2) Business Days of receipt of the notice referred to in clause 10.3(e)(ii) stating the reasons for such breach.
- (g) In the event of the commission or attempted commission of any theft or fraudulent transaction by Personnel, the Agent must provide all possible assistance to the Principal and/or its nominated Agents or Representatives.
- (h) The provisions of this clause 10.3 are in addition to the Principal's other rights at law.

10.4. Confidentiality

- (a) The Agent will not use or disclose to any person the Principal's Confidential Information including but not limited to Schedule D, except:
 - (i) where necessary for the purpose of supplying the Services; or
 - (ii) as authorised in writing by the Principal; or
 - (iii) to the extent that the Confidential Information is public knowledge (other than because of a breach of this clause 10.4 by the Agent); or
 - (iv) as required by any law, judicial or parliamentary body or government agency; or
 - (v) when required (and only to the extent required) to the Agent's professional advisers, and the Agent must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Agent under this clause 10.4.
- (b) The Agent will provide a secure storage environment for all Confidential Information and institute and maintain an effective form of control of access to ensure that the Confidential Information is only accessible by Personnel authorised to undertake the Services, and occurs exclusively in the context of the provisions of the Services.
- (c) The Agent will restrict access to payment cardholder data by business need to know.
- (d) The operation of this Clause 10.4 will survive the completion, expiry or termination of the Agreement.

10.5. Return of Confidential Information

The Agent will return all Records containing the Principal's Confidential Information immediately:

- (a) at the expiration or termination of the Agreement; or
- (b) as scheduled by the Principal through Business Rules; or
- (c) on demand by the Principal.

10.6. Publicity

- (a) Unless the Principal gives its prior written consent, the Agent will not:
 - (i) use the Agreement or the Principal's name or logo;
 - (ii) use the name or logo of any person specified in the Agreement;
 - (iii) refer to the Agent's association with the State of Western Australia or the Government of Western Australia which results from the Agreement; or
 - (iv) make any statement concerning the Agreement,

in any publication, advertisement or media release other than its annual report, annual financial statement, annual budget or other documents necessary under statutory reporting requirements.
- (b) The Principal may use the Agent's name and logo for reasonable promotional or publicity purposes at the Principal's discretion, but if the Principal uses the Agent's name or logo for such purposes, then the Principal must acknowledge the role of the Agent to the extent that is reasonable in the circumstances.

11. AUDITOR GENERAL

- (a) The powers and duties of the Auditor General are not limited or otherwise affected by the terms and conditions of the Agreement.
- (b) The Agent will allow the Auditor General, or an authorised representative of the Auditor General, to have access to and examine the Agent's Records concerning the Agreement.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Principal Supplied Property and Intellectual Property Rights

The Principal is acknowledged to be the sole owner of all personal property and all Intellectual Property Rights in all matters, things or processes including hardware, software, logos and information concerning the Principal's Customers supplied by the Principal to the Agent to enable the Agent to supply the Services (**Principal Supplied Property**).

12.2. Agent Supplied Property and Intellectual Property Rights

The Agent is acknowledged to be the sole owner of all personal property and all Intellectual Property Rights in all matters, things or processes including hardware, software and logos, utilised by the Agent for, or in connection with, the provision of the Services under this Agreement, other than Principal Supplied Property (**Agent Supplied Property**).

12.3. Intellectual Property Rights in modifications, enhancements, adaptations and developments

Unless otherwise agreed by the parties in writing, the Principal will own all Intellectual Property Rights in any modification, enhancement, adaptation or development of any matter, thing or process utilised by the Agent (**other than Agent Supplied Property**) for, or in connection with, the provision of the Services under the Agreement, irrespective of whether such modification, enhancement, adaptation or development has arisen because of the provision of the Services to the Principal or otherwise.

12.4. Indemnity – Third Party Intellectual Property Rights

- (a) A Party will indemnify the other Party and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities including legal costs and expenses as a result of any action, suit, claim, demand or proceeding taken or made by a third party (**Third Party Claim**) alleging that any Agent Supplied Property (with respect to Third Party Claims made against the Principal) or Principal Supplied Property (with respect to Third Party Claims made against the Agent) infringes the Intellectual Property Rights or the Moral Rights of that third party.
- (b) The obligations of the parties under this clause 12.4 are continuing obligations and survive expiration or termination of the Agreement.

13. INSURANCE

13.1. Insurance Requirements

- (c) The Agent must take out and maintain all insurances required by law and any other insurances in relation to liabilities of the Agent under the Agreement, for the benefit of the Parties named in the Agreement, including but not limited to:
 - (i) public liability insurance covering any legal liability of the Agent and the Agent's Personnel that may arise from the Agreement for an amount of not less than twenty million dollars (\$20,000,000) for any one occurrence and unlimited in the aggregate; and

- (ii) workers compensation insurance in accordance with the provisions of the *Workers Compensation and Injury Management Act 1981 (WA)*, including cover for common law liability for an amount of not less than fifty million dollars (\$50 million) for any one occurrence in respect of the Agent's Personnel. The insurance policy must be extended to cover any claims or liability that may arise with respect to an indemnity under section 175(2) of the *Workers Compensation and Injury Management Act 1981*.
- (d) The Principal in specifying the types and levels of insurance coverage in the Agreement, incurs no responsibility or liability for the completeness of its list of insurances, the adequacy of the sum insured, the limit of liability, the scope of coverage, the conditions or exclusions of those insurances nor the manner or extent of the Principal's response to any loss, damage or liability.

13.2. Reputable and Solvent Insurer

Any policy of insurance taken out by the Agent with respect to the Agreement must be taken out with a reputable and solvent insurer acceptable to the Principal which carries on business in Australia and is authorised in Australia to operate as an insurance company.

13.3. Maintenance of Insurance

The Agent will:

- (a) punctually pay all premiums and amounts necessary for effecting and keeping current the insurance required under clause 13.1;
- (b) not vary or cancel any insurance required under clause 13.1 or as otherwise required under the Agreement or allow it to lapse during the Term or otherwise do or allow to be done anything which may vitiate, invalidate, prejudice or render ineffective the insurance or entitle the insurer to refuse a claim; and
- (c) without limiting clause 13.3(b), promptly reinstate any insurance required under clause 13.1 if it lapses or if cover is exhausted or is or becomes ineffectual for any reason.

13.4. Evidence of Insurance

The Agent will give to the Principal sufficient evidence of the insurance required under clause 13.1 (including, if requested, a copy of any policy) and provide a certificate of currency of insurance as requested by the Principal at any time.

13.5. Failure to Prove Insurance

If the Agent does not comply with clauses 13.1, 13.2, 13.3 and 13.4, then without limiting any other remedy available to the Principal, the Principal may suspend or terminate the Agreement under clause 18.

13.6. Incidents and claims

- (a) If either Party becomes aware of any event or incident occurring which gives rise or is likely to give rise to a claim under any insurance required under clause 13.1, it must as soon as reasonably practicable notify the other Party in writing of that event or incident.
- (b) Failure to comply with this clause 13.6 shall not invalidate or otherwise affect the rights of the Principal, or the obligations of the Agent, under clause 14.

13.7. Continuing obligation

- (a) The Agent must maintain the insurances required under clause 13.1 throughout the Term.

- (b) The obligations of the Agent under this clause 13 are continuing obligations and survive suspension, expiration or termination of the Agreement for so long as the obligations of the Agent under this clause 13.7 continue.

13.8. No Limitation of Other Liabilities

It is exclusively the Agent's responsibility to assess and consider the risks, types, extent and scope of insurance cover to accommodate all potential risks under this Agreement. Nothing in this clause 13, contained or implied, will relieve, release, reduce or limit the Agent's liabilities under the Agreement or restrict the Agent from insuring for sums or risks greater than those required under the Agreement.

14. INDEMNITY

- (a) The Agent indemnifies the Principal, the State of Western Australia and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities (including, legal costs and expenses) as a result of any action, suit, claim, demand or proceeding taken or made by any third party arising from or in connection with:
 - (i) any breach of an obligation under the Agreement by the Agent or any Employee; or
 - (ii) any wilful, tortious or unlawful act or omission of the Agent or any Employee; or
 - (iii) any breach of a State or Commonwealth law relevant to the Agreement by the Agent or any Employee.
- (b) The Agent's liability under the indemnity in clause 14 (a) shall be reduced proportionally to the extent that any costs, losses, expenses, claims, damages or other liabilities result from the negligence of the Principal, the State of Western Australia or their respective officers, employees or agents.
- (c) The Principal agrees to use its best endeavours to cooperate with the Agent, at the Agent's cost, in respect of the conduct of any defence, or the agreement of any settlement, of any third party action, suit, claim, demand or proceeding the subject of the indemnity under clause 14 (a).

15. PERFORMANCE and COMPLIANCE MANAGEMENT

15.1. Audit and Review

- (a) The Principal will conduct regular auditing, performance review and compliance activities, including, but not limited to:
 - (i) a daily electronic audit of all licensing transactions performed on the Database by the Agent;
 - (ii) a daily audit of all transaction supporting documentation received and processed by the Agent;
 - (iii) a monthly audit and review of the Agent's performance and compliance in key Agreement areas including but not limited to:
 - a. the Processing Errors;
 - b. compliance with the Business Rules;
 - c. timeliness of transactions;

- d. daily receipt by the Principal of transaction supporting documents;
 - e. Reconciliation of revenue collection against the Department of Transport TRELIS bank account; and
 - f. the Agent's performance generally.
- (b) The Principal may engage an independent qualified auditor to conduct a quality audit of the Services.
- (c) The Agent must:
 - (i) assist in the conduct of any audit, performance and compliance reviews undertaken in accordance with this Clause 15.1; and
 - (ii) provide all and any information, including documentation, at the request of the Principal or the Principal's appointed auditor within fifteen (15) days of the request.
- (d) The Principal shall be entitled to rely on the results of audits, performance and compliance reviews in the event of any breach and or default by the Agent and when considering any extension of the Agreement.
- (e) Notwithstanding the preceding provisions of this Clause 15.1, auditing, performance and compliance reviews will be undertaken at the Principal's sole and absolute discretion.

15.2. Performance and Compliance Review Meetings

- (a) Performance and/or compliance review meetings may be held between the Agent and the Principal as determined by the Principal in consultation with the Agent to discuss performance, compliance and other issues associated with the Services which may be identified through auditing, performance or compliance review, or any other means of performance monitoring undertaken by the Principal.
- (b) Performance and compliance review meetings will be held at a location agreeable to the Parties.
- (c) The following Personnel are required to attend the performance and compliance reviews, as a minimum:
 - (i) the Principal's Representative; and
 - (ii) the Agent's Representative; or
 - (iii) the proxies that may be delegated or sent by the Parties.
- (d) The Principal will, prior to the performance or compliance review meeting, provide the Agent with a written statement setting out all of the matters which the Principal has reviewed pursuant to Clause 15.1 and which the Principal considers are not being carried out by the Agent to the Principal's satisfaction or in accordance with the Agreement.
- (e) The Representatives will attempt to reach agreement as to what action the Agent is required to take to remedy those matters raised pursuant to clause 15.2(d) herein. If agreement is reached, the Parties will produce a statement in writing setting out the agreed remedial action the Agent is required to take and the Agent will comply therewith.

16. DISPUTES

- (a) The Parties agree to use reasonable efforts to resolve by negotiation any problem relating to Services that arise between them under the Agreement
- (b) If a problem relating to Services arises, including a breach or an alleged breach, under the Agreement which is not resolved at an operational level or which is sufficiently serious that it cannot be resolved at an operational level, the Agent's Representative and the Principal's Representative will then arrange to meet and endeavour in good faith to agree upon a resolution.
- (c) Both Parties will continue to perform their obligations under the Agreement while negotiations under subclauses 16 (a) or (b) are exercised.

17. DEFAULT

Notwithstanding any other provisions of this Agreement, if an Event of Default occurs, the Principal will be entitled to:

- (a) suspend payment of all sums due or becoming due to the Agent under the Agreement until such failure is rectified; and
- (b) rectify such failure itself whether by use of the Principal's employees or other agents and the Principal shall be entitled to deduct the cost of such rectification from all sums due to the Agent under the Agreement.

18. SUSPENSION AND TERMINATION

18.1. Suspension and Termination

Notwithstanding any other provisions of this Agreement the Principal may at any time after an Event of Default occurs, by notice to the Agent:

- (a) suspend the Agent's access to the Database for a period not exceeding 3 months, in which case and during which period the Agent shall not be entitled to perform the Services or be remunerated accordingly; or
- (b) terminate the Agreement, either immediately or after the period of suspension referred to in sub-clause 18.1(a).

18.2. Ending of Suspension

- (a) The Principal may end the suspension at any time by written notice to the Agent.
- (b) At the end of the suspension, the Agent's access to the Database will be restored and therefore all rights and obligations of the Principal and the Agent under the Agreement recommence.

18.3. Consequences of Expiration or Termination

- (a) The expiration or termination of the Agreement does not affect any rights, liabilities or obligations of the Principal or the Agent as a result of anything occurring before the expiration or termination.
- (b) On expiration or termination of the Agreement, the Agent must as soon as practicable:
 - (i) deliver to the Principal all Records as required by the Principal;
 - (ii) cease all access by the Agent and the Agent's Personnel to the Database;
 - (iii) cease to provide the Services;

- (iv) return all the Principal's Property including information technology hardware (excluding printers); and
- (v) in every other respect cooperate with the Principal as reasonably required by the Principal in order to minimise any loss, damage or inconvenience to the Principal resulting from the expiration or termination of the Agreement.

18.4. Termination by Mutual Agreement

If the Agreement is terminated by mutual agreement, and on the initiation of the Agent, the Agent agrees to continue to perform the Services for a period agreed by the Agent and the Principal to enable the Principal to establish alternative arrangements for the performance of the Services.

18.5. Limited Liability

Other than where the Principal has repudiated the Agreement or damages are not an appropriate remedy, if the Principal breaches the Agreement, then the remedies of the Agent are limited to damages.

19. REPRESENTATIVES OF THE PARTIES

- (a) Any person described in the Agreement as the Principal's Representative or the Agent's Representative may act as the Representative of the respective Party in relation to the Agreement.
- (b) The Representatives of the Parties must:
 - (i) be available at all reasonable times for consultation in connection with any matter arising under the Agreement; and
 - (ii) have the necessary authority to deal with those matters.
- (c) Either Party may at any time, by notice in writing to the other Party:
 - (i) vary or terminate the appointment of its Representative; or
 - (ii) appoint any other person to act as its Representative in relation to the Agreement.

20. NOTICE

Each notice or other communication given under the Agreement:

- (a) must be in writing;
- (b) may be given by either Party's Representative, a person authorised by the Party's Representative, or solicitor of the Principal or the Agent (as applicable);
- (c) must be:
 - (i) hand delivered; or
 - (ii) sent by prepaid post; or
 - (iii) sent by facsimile; or
 - (iv) sent by email;

to the Representative of the respective Party specified in this Agreement.

- (d) subject to clause 20(e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the fifth Business Day after posting;
 - (iii) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted;
 - (iv) in the case of email, on the date on which the receiver's email server records that the email was received; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

21. MISCELLANEOUS

21.1. Consent

Whenever the consent of the Principal is required under the Agreement:

- (a) that consent may be given or withheld by the Principal in the Principal's absolute discretion and may be given subject to such conditions as the Principal may determine;
- (b) the Principal is not required to provide a reason or reasons for giving or refusing its consent; and
- (c) the Agent agrees that any failure by it to comply with or perform a condition imposed under clause 21.1(a) shall constitute a breach of a term of this Agreement.

21.2. No Dealing or Subcontracting

The Agent must not:

- (a) sell, transfer, assign, novate, mortgage, charge or otherwise dispose of or deal with any of its rights or obligations under the Agreement; or
- (b) subcontract any of its rights or obligations under the Agreement.

21.3. Further Assurance

The Principal and the Agent must do everything reasonably necessary, including signing further documents if appropriate, to give full effect to the Agreement.

21.4. Relationships – No Partnership

- (a) The Agent is an independent Contractor, and nothing in the Agreement may be construed to make the Agent a partner, representative, employee or joint venturer of the Principal.
- (b) The Agent must not represent that the Agent or any of its Personnel are the employees, partners or joint venturers of the Principal.
- (c) The Principal shall have no responsibility to the Agent or Agent's Personnel in respect of remuneration for annual leave, sick leave, long service leave, public holidays, redundancy payments, superannuation contributions or any other benefits for Personnel providing the Services.

21.5. Rights and Remedies

The rights, powers and remedies in the Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

21.6. Right of Set Off

The Principal may set off or deduct any amount claimed by the Principal, including any amount claimed under the indemnity in clause 14, from any amount owing by the Principal to the Agent on any account under the Agreement.

21.7. Entire Agreement

The Agreement supersedes all prior negotiations, understandings and agreements between the Principal and the Agent relating to the matters covered by the Agreement and constitutes the full and complete agreement between the Principal and the Agent relating to the matters covered by the Agreement.

21.8. Variations

- (a) Subject to 21.8(b) below, the Agreement may only be varied in writing by mutual agreement of the Parties.
- (b) The Schedules B, C, E, F, I, J and M may be varied at the sole discretion of the Principal by the issuing of a Notice of Variation to Schedule in the format in Schedule K.

21.9. Waiver

- (a) Any waiver by the Principal or the Agent must be in writing and signed by the Party waiving the right.
- (b) Any waiver by the Principal or the Agent does not affect its rights in respect of any other breach of the Agreement by another party.
- (c) Subject to clause 21.9(a), any failure by the Principal or the Agent to enforce any right under the Agreement must not be construed as a waiver of their respective rights under the Agreement.

21.10. Costs

- (a) Unless otherwise stated, the Agent must comply with all obligations of the Agent at the Agent's cost.
- (b) Unless otherwise stated, the Principal must comply with all obligations of the Principal at the Principal's cost.
- (c) The Principal and the Agent must pay their own costs including legal and other costs in connection with the preparation, negotiation, and signing of the Agreement.

21.11. Governing Law

The Agreement is governed by the laws of the State of Western Australia. The Principal and the Agent irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

21.12. Government Policy

If any obligations relating to State government procurement policies are specified in the Agreement, then those obligations form part of the Agreement and the Agent must comply with them.

21.13. Authority to complete blanks etc.

The Principal may date the Agreement and complete any blanks left by the Agent, provided that the obligations of the Agent are not thereby materially increased.

21.14. Severability

Each clause and sub-clause of the Agreement is severable from each other clause or sub-clause, and the invalidity or unenforceability of any clause or sub-clause will not prejudice or affect the validity or enforceability of any other clause or sub-clause.

Executed as an Agreement on the date written at the beginning of this document:

THE CEO, DEPARTMENT OF TRANSPORT, (ABN 27 285 643 255) PURSUANT TO THE POWERS OF THE CEO UNDER SECTION 11 OF THE ROAD TRAFFIC (ADMINISTRATION) ACT 2008

Name of Delegate (please print)

Name of Witness (please print)

Signature

Signature

Executed for and on behalf of the Shire of Nannup, a body corporate under section 2.5 of the *Local Government Act 1995* by

Shire Mayor (Please Print)

Name of Chief Executive Officer
(Please Print)

Signature

Signature

Or

The COMMON SEAL of the)
Shire of Nannup)
Was hereunto affixed by)
Authority of a resolution of the)
Council in the presence of)

Affix Common Seal

Shire Mayor (Please Print)

Chief Executive Officer (Please Print)

Signature

SCHEDULE A: SERVICE SPECIFICATION

1. DEFINITIONS

In this service specification, the following definitions apply:

Online means the telecommunications link and associated computer hardware and software that enables the Agent to access the Principal's Database and process licensing transactions directly onto the Database.

Processing Errors means the errors which occur in the course of performing the Services, including but not limited to, errors in:

- (a) information entered onto the Database;
- (b) providing receipts;
- (c) providing the correct Vehicle Number Plate;
- (d) payment processing accuracy, including as to amounts levied and records made; and
- (e) customer identification verification and management.

Transport Service Centre means any of the Department's regional and metropolitan locations which are responsible for provision of auditing and support for their designated Agents.

2. SCOPE OF SERVICES

The Agent will undertake Road Law licensing functions of the Principal by processing licensing transactions Online for the Principal's Customers.

3. TRANSACTION PROCESSING REQUIREMENTS

- (a) The Agent will perform the following functions as part of the Service:
 - (i) perform all of the Services listed under 'Transaction Type' in the Schedule of Rates at Schedule B to this Agreement;
 - (ii) create and update records for the Principal's Customers on the Database as required;
 - (iii) collect the Principal's revenue;
 - (iv) produce receipts for every payment accepted by the Agent;
 - (v) provide assistance to the Principal's Customers to facilitate transactions; and
 - (vi) perform any other necessary and reasonable activities required to undertake the Services.
- (b) The Agent will accept from the Principal's Customers and process all forms of payment acceptable to the Principal for the processing of licensing transactions, being cash, EFTPOS, credit cards (except Diners Club and American Express), debit cards, cheque and money order.

4. DIRECT DEBIT

The Agent will:

- (a) use its own EFTPOS terminal and funds will be banked directly into the Agents nominated bank account.
- (b) bank on a daily basis revenue collected (cash/cheques/money orders) into the Agents nominated bank account.
- (c) prior to the commencement of Service provide the Principal with a Direct Debit Request and the Principal will debit the Agents bank account two business days after collection to the value of transactions processed on the TRELIS database. Note: the Agent will ensure that sufficient funds are available at the time of the direct debit.
- (d) comply with the Payment Card Industry Data Security Standards (PCI DSS) as set out in Schedule J. No annual reporting is required by the Agent.

5. PHYSICAL STOCK REQUIREMENTS

The Agent will:

- (a) issue to the customer the Physical Stock that meets the information, process, policy and legislative requirements of specific customer transactions;
- (b) implement inventory controls and ordering processes to ensure sufficient stocks of all categories of Physical Stock are maintained to fulfil the Agent's requirements to the Principal's satisfaction; and
- (c) ensure and account for the physical security of Physical Stock.

6. FINANCIAL RECONCILIATION AND REPORTING REQUIREMENTS

The Agent must:

- (a) balance remittance collections daily;
- (b) reconcile licensing transactions on the Database no later than 5.30 pm on the day of the transaction, or as otherwise directed by the Principal;
- (c) produce daily transaction audit reports;
- (d) record the corresponding vehicle licence number or driver's licence number, where payment is made by cheque, on the cheque;
- (e) dispatch transaction supporting documentation and daily transaction audit reports to the Agent's designated Transport Service Centre, on a daily basis; and
- (f) maintain a full audit trail to ensure that all transactions processed are easily traceable and identifiable.

7. TIMELINESS OF SERVICE

- (a) The Agent must:
 - (i) process all in-person monetary and non-monetary transactions onto the Database at the point of transaction;
 - (ii) process all monetary and non-monetary transactions, required by documentation and other information received in the mail, onto the Database no later than the next Business Day; and

- (iii) forward all required documentation and receipts as scheduled by the Principal to the designated Transport Service Centre or as directed by the Principal.
- (b) In the event of the Agent's computer equipment failing or non-availability of the telecommunication link with the Database, the Agent must:
 - (i) manually process all transactions and receipts as instructed by the Principal; and
 - (ii) dispatch all documentation for manually processed transactions to the Agent's designated Transport Service Centre for re-processing onto the Database daily; or
 - (iii) if unable to process transactions manually, the Principal shall provide written instruction to the Agent who will then provide advice to the Principal's Customers of the nearest available Transport Services Centre or alternate Agent of the Principal and any other specified information as required to minimise inconvenience to the Principal's Customers.
- (c) For the purposes of clause 7(b) in this Schedule A, non-availability of the telecommunication link, unless such non-availability was occasioned by the Agent, will not prejudice the Principal's assessment of timeliness.
- (d) In the event any transaction cannot be processed on the day it is received, the Agent must immediately notify the Principal.

8. QUALITY OF SERVICE

In addition to the provisions of clause 3.2 of this Agreement, the Agent must:

- (a) perform all transactions in accordance with the Business Rules; and
- (b) perform the Services while adhering to the Performance Measures set by the Principal in a manner that will not cause increased costs, delay or undue impact to the Principal or the Principal's Customers.

9. AUDITING BY TRANSPORT SERVICE CENTRES

The Principal may alter the designated Transport Service Centre for an Agent or specify an alternate location by notice to the Agent of no less than ten (10) Business Days.

10. PRACTICAL DRIVING ASSESSMENTS

- (a) The Agent agrees to provide a meeting point for the provision of practical driving assessments by the Principal's staff or contractors and agrees to the Agents staff conducting a proof of identity verification (POI) upon the arrival of applicants for a Practical Driving Assessment (PDA).
- (b) The Principal's staff as a part of the proof of identity process are to endorse the PDA scoresheet that the applicants POI has been verified prior to the PDA taking place. The PDA scoresheet is to be endorsed 'POI sighted' and the signature of the Principals' staff member sighting the documents is also to be made on the scoresheet.
- (c) The meeting point may be the Agent's Premises or a point agreed by the Parties.
- (d) The provision of a meeting point may include:
 - (i) A driving assessor parking on the Premises;
 - (ii) The Principal's clients, who will undergo a driving assessment, parking on the Agent's Premises; and

- (iii) Minimal use of the Agent's office facilities.

The Agent agrees to use the Practical Driving Assessment booking system as contained within the Principal's Database.

11. HAZARD PERCEPTION TEST (HPT) AND COMPUTER THEORY TEST (CTT)

The Agent agrees to make available a suitable area for computer testing that provides the following:

- (a) visibility to staff to deter cheating and is situated away from main public areas to allow protection from distractions; or
- (b) other appropriate arrangement as agreed by the Principal.

SCHEDULE B: SCHEDULE OF RATES

SOUTHERN REGION COMMISSION SCHEDULE 1: 1 JANUARY 2018

This Schedule 1 relates to Commission payment category rates for processing licensing cash receipts and non-cash information data input (includes non-transaction allowance and credit card merchant fees).

Commission Payment Category Rates

Scale of Fees for On-line Processing - Monetary Transactions:

Category	Average Transaction Time	Commission (Volume ≤ 19,300)	Commission (Volume ≥ 19,301)
Category 1	0 – 3.5 minutes	\$9.71	\$7.01
Category 2	3.6 – 5.5 minutes	\$12.54	\$8.86
Category 3	5.6 – 8.5 minutes	\$15.72	\$10.93
Category 4	8.6 – 10.5 minutes	\$18.88	\$13.03
Category 5	10.6 – 14.5 minutes	\$22.68	\$15.51
Category 6	14.6 – 20.5 minutes	\$29.03	\$19.64
Category 7	20.6 – 29.5 minutes	\$38.48	\$25.89
Category 8	29.6 – 35.5 minutes	\$48.01	\$32.10

Scale of Fees for On-line Processing - Non Monetary Transactions:

Category	Average Transaction Time	Commission (Volume ≤ 19,300)	Commission (Volume ≥ 19,301)
Category – updates		\$3.26	\$3.26
Category 9	0 - 3.5 minutes	\$6.49	\$4.90
Category 10	3.6 - 5.5 minutes	\$9.36	\$6.74
Category 11	5.6 - 8.5 minutes	\$12.45	\$8.80
Category 12	8.6 - 10.5 minutes	\$15.60	\$10.86
Category 13	10.6 - 14.5 minutes	\$19.40	\$13.33
Category 14	14.6 - 20.5 minutes	\$25.67	\$17.48
Category 15	20.6 - 29.5 minutes	\$35.10	\$23.68
Category 16	29.6 - 35.5 minutes	\$44.52	\$29.87
Category 17	45.0 - 50.0 minutes	TBD	TBD
Category 18	120.0 - 125.0 minutes	TBD	TBD

SOUTHERN REGION COMMISSION SCHEDULE 2: 1 JANUARY 2018

Southern Commission Payment Rates for Individual Licensing Transactions

This Schedule 2 relates to Commission payment rates for individual licensing transactions processed including cash receipts and non-cash information data input (includes non-transaction allowance and credit card merchant fees).

Classification of Transactions

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Commission (Volume < 19,300) (Includes 1.00% Increase)	Commission (Volume > 19,300) (Includes 1.00% Increase)
Vehicle Renewals					
Straight Renewal	2	M	1	9.71	7.01
Renewal - with concession update	3	M	1	9.71	7.01
Renewal - with change of address	2.5	M	1	9.71	7.01
Renewal - with change of name	2.5	M	1	9.71	7.01
Renewal - with inspection form (details to be checked)	3	M	1	9.71	7.01
Renewal - with change of plate	3	M	1	9.71	7.01
Renewal - to uniform date	2	M	1	9.71	7.01
Renewal - with transfer infringement	2.5	M	1	9.71	7.01
Renewal - with plate infringement	2.5	M	1	9.71	7.01
Renewal - with variation (change of colour, engine number, body type, make, horsepower, tare, insurance)	3	M	1	9.71	7.01
Renewal - with multiple updates	3	M	1	9.71	7.01
Heavy vehicles - renewal	2	M	1	9.71	7.01
Heavy vehicles - change of nominated use	2	M	1	9.71	7.01
Heavy vehicles - change of concession	2	M	1	9.71	7.01
Heavy vehicles - fixed nominated use advice	2	NM	update	3.26	3.26
Duplicate copy of licence papers	2	M	1	9.71	7.01
Renewal and change of address with no payment	1.75	NM	9	6.49	4.90
Change of Plates					
Straight change of plate	2	M	1	9.71	7.01
Lost or stolen plate change (statutory declaration)	2	M	1	9.71	7.01
Retained plate (to be issued at a later date)	2	M	1	9.71	7.01
Change plate for original issue of personalised, special series or remake	2	M	1	9.71	7.01
Variation to Vehicle Details					
Change of colour, model, engine number (no fee adjustment)	2	NM	9	6.49	4.90
Change of insurance class (fee adjustment - up or down)	2	M or NM	1 or 9	\$9.71 or \$6.49	\$7.01 or \$4.90
Change of horse power or tare (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$9.71 or \$6.49	\$7.01 or \$4.90
Change of fee type (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$9.71 or \$6.49	\$7.01 or \$4.90
Change in nominated use (possible fee adjustment - up or down)	2	M or NM	1 or 9	\$9.71 or \$6.49	\$7.01 or \$4.90
Vehicle Updates					
Add condition	2	NM	9	6.49	4.90
Delete condition	2	NM	9	6.49	4.90
Add concession	2	NM	9	6.49	4.90
Delete concession	2	NM	9	6.49	4.90
New Registration					
Basic new registration	5	M	2	12.54	8.86
New registration with concession/condition update	5	M	2	12.54	8.86
New registration for heavy vehicle	6	M	3	15.72	10.93
Plate Receipts					

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Commission (Volume < 19,300) (Includes 1.00% Increase)	Commission (Volume > 19,300) (Includes 1.00% Increase)
Eastern State plate return	2	NM	9	6.49	4.90
Western Australian plate return - no refund	2	NM	9	6.49	4.90
Western Australian plate return - refund	2.5	NM	9	6.49	4.90
Plate infringements	2	NM	9	6.49	4.90
Transfers					
Transfer details update (multi notification)	0.75	NM	update	3.26	3.26
Transfer update and payment	2.5	M	1	9.71	7.01
Transfer update, transfer payment and adjustment payment	3	M	1	9.71	7.01
Transfer update, transfer, adjustment and renewal payment	4	M	2	12.54	8.86
Transfer update, transfer, payment and infringement payment	3	M	1	9.71	7.01
Transfer update, concession update and transfer payment	2.5	M	1	9.71	7.01
Transfer update, transfer and renewal payment	3	M	1	9.71	7.01
Deceased estate transfer update and payment	2.5	M	1	9.71	7.01
Divorce settlement transfer update and payment	2.5	M	1	9.71	7.01
First and Final demand letter payment	1.5	M	1	9.71	7.01
Transfer infringement payment	1.5	M	1	9.71	7.01
Eastern States Registration with no inspection required	5	NM	11	12.45	8.80
Dealer Acquisitions					
One to five in one transaction	2	M	1	9.71	7.01
Adjustment Payment					
System generated notification	2	M	1	9.71	7.01
Created by update or variation plus update time	2	M	1	9.71	7.01
Driver Renewal					
Renewal with photograph	2	M	1	9.71	7.01
Renewal without photograph (data card still requires photographing)	2	M	1	9.71	7.01
Renewal with concession application	2	M	1	9.71	7.01
Renewal with concession deleted	2.5	M	1	9.71	7.01
Renewal with change of address	2.5	M	1	9.71	7.01
Change of name or date of birth	2.5	M	1	9.71	7.01
Renewal without payment	1.5	NM	9	6.49	4.90
Renewal and change of address without payment	2	NM	9	6.49	4.90
Duplicate copy of licence	2	M	1	9.71	7.01
Certified copy of licence	2	NM	9	6.49	4.90
Change of Address (multi advice)					
Motor driver licence	0.5	NM	update	3.26	3.26
Motor vehicle registration	0.5	NM	update	3.26	3.26
Special Plate Applications					
Personalised plates	2	M	1	9.71	7.01
Sporting plates	2.5	M	1	9.71	7.01
Local Authority	2.5	M	1	9.71	7.01
Special Series	2.5	M	1	9.71	7.01
Plate Remake Applications	2	M	1	9.71	7.01

Transaction Type	Time (min)	Monetary/ Non Monetary (M/ NM)	Cat.	Commission (Volume < 19,300) (Includes 1.00% Increase)	Commission (Volume > 19,300) (Includes 1.00% Increase)
Special Plate Transfers	2	M	1	9.71	7.01
Temporary Permits	3	M	1	9.71	7.01
Suspense Receipts	2	M	1	9.71	7.01
Vehicle Modification Permit	2	M	1	9.71	7.01
Dishonoured cheque payments	2	M	1	9.71	7.01
Instructors Fees	2	M	1	9.71	7.01
Original Driver Licence					
New application and application fee payment	5	M	2	12.54	8.86
Issue of Learners Permit	1.5	M	1	9.71	7.01
Update to practical driving assessment incorporating booking the practical driving assessment and provision of meeting point for driving assessment	14	NM	13	19.40	13.33
Practical test update and renewal or duplicate	2	M	1	9.71	7.01
Transfer application, application fee and renewal payment	6	M	3	15.72	10.93
Additional class updates and application fee payment	4	M	2	12.54	8.86
Additional class learner permit	1.5	NM	9	6.49	4.90
Extra practical test payment	2	M	1	9.71	7.01
Extraordinary licence - original application	7	M	3	15.72	10.93
Extraordinary licence - renewal	2	M	1	9.71	7.01
Reissue of lapsed licence and payment of renewal	4	M	2	12.54	8.86
Issue of Medical Assessment	3	NM	9	6.49	4.90
Conducting Computerised Theory Test (CTT) - General	15	M	MDL	24.26	No volume rate is applicable and the four transactions will be processed as separate MDL Commission payment
Conducting Computerised Theory Test (CTT) - Heavy	15	M	MDL	16.72	
Conducting Computerised Theory Test (CTT) - Rider	15	M	MDL	16.72	
Practical test - light vehicle	50	NM	17	TBD	
Practical test - heavy vehicle	125	NM	18	TBD	TBD
Conducting Hazard Perception Test (HPT)	17	M	6	29.03	19.64
Practical Test update pass - issue Phase II permit and Log Book	3	M	1	9.71	7.01
Phase II application fee payment	3	M	1	9.71	7.01
Supplementary Phase II application fee payment	3	M	1	9.71	7.01
Verify Log Book details and update Licence record	5	NM	10	9.36	6.74
Issue replacement Log Book	3	NM	9	6.49	4.90
Service of Demerit Point Suspension	5	NM	10	9.36	6.74
Processing of good behaviour period elections	5	NM	10	9.36	6.74
Service of breach notices for good behaviour period	5	NM	10	9.36	6.74

SCHEDULE C: AGREEMENT REPRESENTATIVES AND ADDRESSES FOR NOTICES

1. PRINCIPAL'S REPRESENTATIVE

- (a) The Principal's Representatives are:
 - (i) Director Commercial and Partnerships; or
 - (ii) Assistant Director Commercial Management, or
 - (iii) Manager Statutory Agency Agreements; or
 - (iv) the person/s who for the time being, for all intents and purposes, occupies those offices; or
 - (v) the person acting in the office that substitutes for any of the above-described offices; or
 - (vi) any officer of the Department of Transport exercising powers under an appropriate Instrument of Delegation.
- (b) The Principal will not be bound by any representations made to the Agent other than those made by the Principal's Representative.
- (c) The Principal's address for notices:

Manager, Statutory Agency Agreements,
Commercial and Partnerships
Department of Transport
GPO Box R1290
Perth WA 6844
Telephone: 08 6551 6378
Facsimile: 08 6551 7022
Email: SAA@transport.wa.gov.au

2. AGENT'S REPRESENTATIVES

- (a) The Agent's Representatives are:
 - (i) The CEO.
 - (ii) or the person/s who for the time being, for all intents and purposes, occupy those offices.
- (b) The Agent's address for notices is the Agent's postal box address or, where the Agent does not maintain a postal box, the Agent's street address.

3. PERSONNEL AUTHORISED TO ISSUE NOTICES

The Principal and Agent's respective Representatives listed at clauses 1 and 2 of this Schedule C are authorised to issue notices under the Agreement.

SCHEDULE D: CONFIDENTIAL INFORMATION

1. PRINCIPAL'S CONFIDENTIAL INFORMATION

Subject to any change(s) effected by notice in writing from the Principal to the Agent, the Principal's Confidential Information includes:

- (a) all information provided to the Agent from and relating to the Database or which can be accessed or extracted from the Database or other similar system, including information relating to the Principal's Customers or data provided to the Agent for the purposes of supplying the Services under this Agreement;
- (b) any other data or information which is provided to the Agent by the Principal or by the Principal's Customers or potential customers in the course of performing this Agreement;
- (c) any internal Department of Transport (Transport) information (including Departmental procedures, policies and instructions or similar documents or material) that the Agent may have, or has come to have, access to in the course of performing this Agreement;
- (d) computer programs, information about the Principal's Customers or potential customers or details of the Principal's methods of operation;
- (e) information comprised in, or relating to, any Intellectual Property of the Principal;
- (f) information relating to the internal management or structure of the Principal, or the personnel, policies and strategies of the Principal;
- (g) information of the Principal that has actual, or potential, commercial value to the Principal or to any person or corporation which has supplied that information;
- (h) information relating to the policies, strategies, practices and procedures of the Government of Western Australia or any information in the Agent's possession arising out of this Agreement relating to the Western Australian Public Service;
- (i) information in the Agent's possession relating to the Principal's suppliers, or like information;
- (j) information relating to the financial position or reputation of the Principal and/or the Department including information relating to assets and liabilities; and
- (k) information which is commercially sensitive or personal.

1.1. Confidentiality Deed Poll

The Agent's Personnel shall be required to sign a Confidentiality Deed Poll. These Confidentiality Deed Polls must be executed by the Agent's Personnel and returned to the Principal before the Principal will disclose Confidential Information to the Agent's Personnel.

2. AGENT'S CONFIDENTIAL INFORMATION

Subject to any change(s) effected by notice in writing from the Agent to the Principal, the Agent's Confidential Information includes:

- (a) information relating to the financial position or reputation of the Agent including information relating to banking details and assets and liabilities.

SCHEDULE E: BUSINESS RULES

1. BUSINESS RULES APPLICABLE TO THIS AGREEMENT

The Agent must observe, perform and comply with Business Rules including, but not limited to:

- (a) Licensing Information documents issued by the Principal;
- (b) Administration Instructions issued by the Principal;
- (c) Reasonable directives or advices issued via writing by the Principal;
- (d) Financial Business Rules issued by the Principal. Financial Business Rules includes the procedure for dealing with situations when the Principal's customers payment method does not result in a payment being made; and
- (e) Other policies and procedures issued by the Principal.

SCHEDULE F: EQUIPMENT MAINTENANCE

This Equipment Maintenance Schedule is the procedure for Agents to follow in the event Department of Transport supplied information technology hardware requires repairs or replacement.

Step	Process
Repair or Replacement Issue	<p>Agent's Personnel are to contact Transport's Customer Service Phone-Support only.</p> <p>Please do not contact the Business Information Systems (BIS) <i>Helpdesk (Helpdesk)</i> directly.</p> <p>1800 354 928 Phonesupport@transport.wa.gov.au</p>
Job/Incident Logged	<p>Agent's Personnel must provide details of the faulty equipment including the LF number (yellow sticker) and DP number (white sticker) and details of the problem. Customer Service Phone-Support will log the incident with Helpdesk.</p> <p>**Please Note** When logging an issue, the Agent will be provided a <u>job/incident number which will need to be reference for any subsequent enquiries</u>. Always record this number.</p>
Courier	<p>Transport's Customer Phone-Support or BIS Helpdesk will instruct Agent's Personnel to courier the equipment if it needs to be returned for repair/replacement.</p>
Courier details	<p>The Agent is to immediately arrange for the return of the equipment item by calling Toll Ipec ☎ 13 18 85. Quote account number XV1437.</p> <p>The cost of the courier will be charged to the Department of Transport.</p> <p>Courier to Department of Transport BIS. 2 Tassel Place, Osborne Park, WA 6018.</p>
Repair and/or Replacement	<p>The Department of Transport will organise the repair and/or replacement of the equipment item.</p>
Return Courier	<p>BIS. will arrange for the equipment item to be returned by courier to the Agent.</p>
Follow Up	<p>If the Service Staff require any follow-up assistance, Transport's Customer Service Phone-Support can be contacted for further instruction. Please quote the job/incident number.</p>
Escalation	<p>If the Agent site experiences any delay or has any unresolved issues, an email should be sent to phonesupport@transport.wa.gov.au with all details, including the job/incident number. Attention to: Customer Service Phone Support Manager.</p>

SCHEDULE G: AGENT'S EMPLOYEE CONFIDENTIALITY DEED POLL

CONFIDENTIALITY DEED POLL	
ACCESS TO INFORMATION HELD BY THE DEPARTMENT OF TRANSPORT PURSUANT TO THE ROAD TRAFFIC ACT 1974	

1. PRINCIPAL'S PARTICULARS

Name	The CEO, Department of Transport		
ABN	27 285 643 255		
Address	140 William Street, Perth, Western Australia 6000		
Contact	Access Management	Email	access.management@transport.wa.gov.au
Phone	6551 6881	Fax	9227 3416

2. AGENT'S EMPLOYEE'S PARTICULARS

Name			
Address			
Contact			
Phone		Email	

3. SERVICES

The Agent will undertake Road Law licensing functions of the Principal by processing licensing transactions on-line for the Principal's Customers including:

- creating and updating records for the Principal's Customers on the Database as required;
- collecting the Principal's revenue;
- producing receipts for every payment accepted by the Agent;
- providing assistance to the Principal's Customers to facilitate transactions;
- providing HPT/CTT testing facilities; and
- performing any other necessary and reasonable activities required to undertake the Services.

4. BACKGROUND

- A. The Principal is responsible for the administration of the licensing provisions of the *Road Traffic Act 1974*.
- B. Section 11 of the *Road Traffic (Administration) Act 2008* empowers the Principal to enter into agreements for the performance of the Principal's functions under that Act.
- C. The Services are some of the functions of the Principal under the *Road Traffic Act 1974*.
- D. The Principal has entered into an Agreement with the Agent for the Agent to supply Services to the Principal's Customers.
- E. In order to be able to carry out the Services, the Agent's Personnel will require access to Confidential Information and the Principal has agreed to disclose Confidential Information to the Agent's Personnel on the strict understanding that the Confidential Information is provided solely to enable the Agent's Personnel to carry out the Services.
- F. This Confidentiality Deed Poll must be executed by the Agent's Employees and returned to the Principal before the Principal will disclose Confidential Information to the Agent's Employees.

5. THE AGENT'S EMPLOYEE AGREES:

In consideration of, amongst other things, being granted access to the Confidential Information on the terms contained in this deed, the Agent's Employee undertakes and agrees that he is subject to the following obligations:

6. DEFINITIONS AND INTERPRETATION

In this deed:

Agent means Shire of Nannup – ABN 43 038 160 786.

Agent's Employee means a person who supplies Services to the Principal's Customers under the Agreement made between the Principal and the Agent.

Confidential Information includes but is not limited to:

- (a) information regarding personal details of the Principal's Customers including, but not limited to, driver's licence number, name, date of birth, address and all other contact details of the Principal's Customers;
- (b) details of the vehicle number plates associated with the Principal's Customers;
- (c) any information which pertains to the conduct of the Principal's business which is not public knowledge or which is not publicly available;
- (d) information regarding business or system processes that the Agent's Employee has obtained, or which may be provided by the Principal, whether directly or indirectly;
- (e) information relating to the internal management and structure of the Principal, or the personnel, policies and strategies of the Principal;
- (f) policies, strategies, practices and procedures of the Principal and any sensitive information which the Agent's Employee may come to obtain or have access to relating to the Western Australian Public Service;
- (g) information which the Agent's Employee may come to obtain or have access to relating to the Principal, the Principal's Customer or suppliers, and like information; and
- (h) information which is commercially sensitive information or Personal Information, but does not include Excepted Information.

Excepted Information means information which:

- (a) is available or becomes available in the public domain other than by breach of this deed;
- (b) is known to the Agent's Employee before receiving it from the Principal and is not subject to an existing obligation of confidence between the parties;
- (c) is provided to the Agent's Employee by a third party whose use and disclosure of the information is not subject to any restrictions

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether State, Federal or otherwise.

Principal's Customers means those persons who use the Services supplied by the Agent under an Agreement made between the Principal and the Agent.

Services means the services listed in the box headed "Services" on the front page of this deed.

A reference to a gender includes other genders.

7. USE AND RETURN OF CONFIDENTIAL INFORMATION AND ACKNOWLEDGMENTS

7.1. Use of Confidential Information

The Agent's Employee agrees that, in consideration of the Principal disclosing Confidential Information to him, he will:

- (a) keep the Confidential Information secret and confidential;
- (b) use the Confidential Information solely for supplying the Services and for no other purpose;
- (c) not allow or assist a third party to access or use, publish or release the Confidential Information for any purpose;
- (d) take all steps and do all things necessary to safeguard the confidentiality of the Confidential Information including:
 - (i) keeping the Confidential Information within his possession confidential;
 - (ii) not making, or permitting to be made, any copy, note or memorandum of the Confidential Information;
 - (iii) ensuring that proper and secure storage is provided for the Confidential Information; and
 - (iv) protecting the Confidential Information from unauthorised access, disclosure or use in breach of this deed;
- (e) co-operate with the Principal if the Principal commences proceedings in respect of the unauthorised access, use, copying or disclosure of Confidential Information; and
- (f) immediately notify the Principal if he becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 7.

7.2. Return of Confidential Information

The Agent's Employee acknowledges and agrees that:

- (a) immediately on request, he must deliver up to the Principal and cease to access and use all Confidential Information, including any copies of the Confidential Information (stored in any medium) which is in his possession as soon as practicable after the date when the Agent completes the Services or the relevant part of the Services; and
- (b) the return of Confidential Information does not release him from his other obligations under this deed.

7.3. Acknowledgments

The Agent's Employee acknowledges and agrees that:

- (a) the Confidential Information provided by the Principal is secret and confidential;
- (b) the Confidential Information is the property of the Principal, and this deed does not convey any proprietary interest in the Confidential Information to him;
- (c) he is liable to the Principal for any unauthorised access, use or disclosure of the Principal's Confidential Information by him or by any third party as a result of his act or neglect to act;

- (d) disclosure of the Confidential Information in breach of this deed may cause considerable detriment to third parties and to the commercial, financial, regulatory affairs and reputation of the Principal; and
- (e) damages may not be a sufficient remedy for the Principal for any breach of this deed and the Principal may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by him in addition to any other remedies available to the Principal.

8. CRIMINAL CODE, ROAD TRAFFIC ACT AND STATE RECORDS ACT

The Agent's Employee acknowledges and agrees that:

- (a) as a 'government contractor', the contractor is under a duty not to make an 'unauthorised disclosure' (as those terms in italics are defined in section 81 of the Criminal Code) and he is guilty of a crime if he does so - Maximum penalty: 3 years imprisonment;
- (b) the contractor is under a duty not to unlawfully use a 'restricted access computer system' (as that term in italics is defined in section 440A of the Criminal Code) and he is guilty of a crime if he does so - Maximum penalty: 10 years imprisonment;
- (c) the contractor is under a duty not to, directly or indirectly, record, disclose or make use of information obtained while carrying out the Services except for those purposes set out in 103 (1) (a) to (d) and (2) of the Road Traffic Act 1974 - Penalty: a fine of 100 PU or imprisonment for 12 months; and
- (d) the contractor is employed by the Agent who is engaged under an Agreement for services by the State Government to carry out the Services and that he comes within the definition of 'government organization employee' (as that term in italics is defined in section 3 of the State Records Act 2000) and that he may be subject to a maximum penalty of \$10,000 if found guilty of an offence under section 78 (1) to (5) of the State Records Act 2000.

9. SURVIVAL OF THE OBLIGATIONS

The obligations of the Agent's Employee under this deed commence on the date of this deed and will survive and will continue in force until the Principal releases him from his obligations by means of a written release.

10. GOVERNING LAW

This deed is governed by the laws of the State of Western Australia and the Agent's Employee irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that state and courts entitled to hear appeals from those courts.

IMPORTANT - THIS DOCUMENT HAS LEGAL IMPLICATIONS AND YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING IT

EXECUTED AS A DEED POLL ON THE

DAY OF

201_

SIGNED and DELIVERED)

by.....)(Signature and job title)

the Agent's Employee

in the presence of:

Signature of witness:.....

Full name of witness
(PLEASE WRITE IN BLOCK OR CAPITAL LETTERS)

Address of witness:.....

SCHEDULE H: PERFORMANCE MEASURES

No.		Qualitative Matrix
1	Daily Audit	<p>A report of transactions conducted by the Agent is forwarded daily to the allocated Transport Services Centre (TSC) office for audit. All documentation supporting each transaction processed must be forwarded by the Agent to the TSC within 2 business days of processing to assist with the audit process.</p> <p>The TSC will audit all the licensing transactions and notify the Agent in writing of the errors.</p> <p>The allocated site for the Agent is Bunbury.</p>
2	Identified errors	<p>Errors identified through an audit are corrected and returned to Bunbury within seven (7) Business Days.</p>
3	Recurrent or significant errors	<p>In instances where there are recurring errors or where an error requires significant rework, the Principal may issue a notice seeking an explanation from the Agent including advice on how the Agent will prevent future instances, or may request the Agent to implement processes intended to eliminate the incidence of errors.</p> <p>The Agent is to respond within seven (7) business days of this notice.</p>
4	Zero breach of TRELIS data security.	<p>Suspected breaches of TRELIS data security, within two (2) Business Days of the identification of the suspected breach, are to be communicated in writing to the:</p> <ol style="list-style-type: none"> 1. SAA@transport.wa.gov.au; or 2. Manager Statutory Agency Agreements <p style="text-align: center;">Department of Transport GPO R1290 Perth WA 6844</p>
5	Written customer complaints	<p>Customer complaints are discussed with the Manager Statutory Agency Agreements and responded to in writing within 14 Business Days.</p> <p>Proposed strategies for service improvement are discussed with the Manager Statutory Agency Agreements and implemented within a mutually agreed timeframe.</p> <p>Should any strategies or timeframes not be agreed on, the Agent may escalate to the Assistant Director Commercial Management.</p>
6	Compliance Escalation	<p>The Agent must address initial concerns with compliance requirements to the Manager Statutory Agency Agreements.</p> <p>The escalation process for any Agreement compliance requirements, are to be issued in writing, as follows:</p> <ol style="list-style-type: none"> 1. Manager Statutory Agency Agreements 2. Assistant Director Commercial Management 3. Director Commercial & Partnerships <p>The Director Commercial & Partnerships is the final escalation level.</p>

SCHEDULE I: LOCATION OF PREMISES FOR SERVICE PROVISION

The Agent shall provide the Services under the Agreement from the following Premises:

NANNUP

Address	15 Adam Street NANNUP WA 6275		
Contact	CEO	Email	peter.clarke@nannup.wa.gov.au
Phone	9756 1018	Fax	

SCHEDULE J: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS)

OVERVIEW - The Payment Card Industry Data Security Standard (PCI DSS) was developed to encourage and enhance cardholder data security and facilitate the broad adoption of consistent data security measures globally. PCI DSS provides a baseline of technical and operational requirements designed to protect account data. PCI DSS applies to **all** entities involved in payment card processing—including merchants, processors, acquirers, issuers, and service providers. PCI DSS also applies to **all** other entities that store, process or transmit cardholder data (CHD) and/or sensitive authentication data (SAD). More detailed information is available at the Payment Card Industry Security Standards Council's website at: <https://www.pcisecuritystandards.org/merchants/index.php>

PCI DSS Objectives and Requirements

Objective	Requirement No.	Requirements
Build and Maintain a Secure Network and Systems	1	Install and maintain a firewall configuration to protect cardholder data
	2	Do not use vendor-supplied defaults for system passwords and other security parameters
Protect Cardholder Data	3	Protect stored cardholder data
	4	Encrypt transmission of cardholder data across open, public networks
Maintain a Vulnerability Management Program	5	Protect all systems against malware and regularly update anti-virus software or programs
	6	Develop and maintain secure systems and applications
Implement Strong Access Control Measures	7	Restrict access to cardholder data by business need to know
	8	Identify and authenticate access to system components
	9	Restrict physical access to cardholder data
Regularly Monitor and Test Networks	10	Track and monitor all access to network resources and cardholder data
	11	Regularly test security systems and processes
Maintain an Information Security Policy	12	Maintain a policy that addresses information security for all personnel

SCHEDULE K: NOTICE OF VARIATION TO SCHEDULE FORM

NOTICE OF VARIATION TO SCHEDULE

Agreement No.:

Title:

Schedule:

Agent:

Variation No.: _____

Variation Date: _____

Date of Variation Effect: _____

VARIATION TO SCHEDULE:

The Principal, pursuant to Clause 21.8 of the Agreement, hereby provides the Agent notice of the following variation(s) in relation to the above Schedule:

Except as expressly varied, the terms and conditions of the Agreement, remain unaltered and in full force and effect.

*<Name and Title of authorised
officer in DVS>*

<Date>

SCHEDULE L: AGREEMENT TERM AND CONTACT DETAILS

Item No	Item Description	Details
1	Agreement Term	The appointment of the Agent by the CEO is for an initial term expiring 31 December 2020.
2	Commencement Date	The Commencement Date is the date the Agreement is made.
3	Maximum Term	The appointment of the Agent by the CEO will expire on 31 December 2020.

SCHEDULE M: CONDITIONS SPECIFIC TO THIS AGENT SITE <SITE> <Or SITES>



Attachment 12.3.2

Ratepayer feedback requested

At the March 2018 Ordinary Meeting of Council, Council decided that in the interest of ensuring that all ratepayers were consulted a mail out would be completed to ascertain what the community appetite was towards the proposed Declared Pest Rate (DPR) being introduced for the upcoming 2018/19 financial year.

All ratepayers are urged to participate as the responses received back from the community will form the basis of the submission Council make on behalf of the residents of the Shire of Nannup.

Under the Western Australian Biosecurity and Agriculture Management Act 2007 (*BAM Act*), landowners and land occupiers are responsible for declared pest species control on their own properties. The Blackwood Biosecurity Inc. are an organisation recognised under this BAM Act by the Minister for Agriculture and are eligible to receive financial support through a Declared Pest Rate, which ***all landowners within the prescribed area are required to pay***. Rates collected are matched dollar for dollar with State Government Funds and are returned to the recognised group for the purposes of control of declared pests within the region. I.e. Feral Pigs, Rabbits, Cotton Bush etc.

The proposed Declared Pest Rate that would be charged on **all ratepayers** within the Blackwood Biosecurity Inc. catchment area for the 2018/19 financial year is yet to be approved by the Minister, the draft recommendation is that all properties with a Gross Rental Valuation i.e. those properties within the townsite and Special Rural areas, would have a flat rate of \$40 imposed and all ratepayers within the Unimproved Valuation would have a rate of \$50 imposed. For more information relating to the Blackwood Biosecurity Group and the work that this group do please go to <https://www.blackwoodbiosecurity.org.au/about-us>

To have your say as to whether or not you support the instigation of a Declared Pest Rate being raised within the Shire of Nannup, to support the operational costs of the Blackwood Biosecurity Inc, please tick either YES or NO in one of the boxes below and return in the envelope provided to the Shire of Nannup by the 16th of April.

All responses will be collated and a report will be made to Council at the April 2018 Ordinary Meeting of Council stating the preferred option of the majority of Nannup ratepayers. These letters will also be forwarded to the Minister as a basis of why Council has supported/not supported the introduction of a Declared Pest Rate within the Shire of Nannup.

I urge all Ratepayers to consider this issue as a matter of urgency and respond with their preference by the due date, the 16th of April 2018.

Tony Dean
SHIRE PRESIDENT

I,of wish to state
that in regards to the introduction of a Declared Pest Rate (DPR) I vote in the following way.

YES,
I support the
introduction of the DPR

☐

NO,
I do not support the
introduction of the DPR

☐

Signed:

.....



**MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the Period Ended 28 February 2018**

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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SHIRE OF NANNUP
Information Summary
For the Period Ended 28 February 2018

Key Information

Report Purpose

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996, Regulation 34*.

Overview

Summary reports and graphical progressive graphs are provided on pages 2 - 3.

Statement of Financial Activity by reporting program

Is presented on page 3 and shows a surplus as at 28 February 2018 of \$809,712.

Items of Significance

The material variance adopted by the Shire of Nannup for the 2017/18 year is \$30,000 or 10% whichever is the greater. The following selected items have been highlighted due to the amount of the variance to the budget or due to the nature of the revenue/expenditure. A full listing and explanation of all items considered of material variance is disclosed in Note 2.

Capital Expenditure

	% Collected / Completed	Annual Budget	YTD Budget	YTD Actual
Significant Projects				
Grants, Subsidies and Contributions				
Operating Grants, Subsidies and Contributions	63% -	\$ 921,296	-\$ 921,296	-\$ 583,030
Non-operating Grants, Subsidies and Contributions	34% -	\$ 1,394,950	-\$ 1,394,950	-\$ 470,851
	45% -	\$ 2,316,246	-\$ 2,316,246	-\$ 1,053,881
Rates Levied	101%	\$ 1,583,577	\$ 1,583,577	\$ 1,592,311

% Compares current ytd actuals to annual budget

		Prior Year 30 June 2017	Current Year 30 June 2018	Note
Financial Position				
Adjusted Net Current Assets	123%	\$ 1,095,072	\$ 1,345,042	3
Cash and Equivalent - Unrestricted	127%	\$ 955,029	\$ 1,210,495	3 & 4
Receivables - Rates	77%	\$ 266,254	\$ 205,861	3 & 6
Receivables - Other	116%	\$ 95,098	\$ 109,900	3 & 6
Payables	-131%	\$ 41,750	-\$ 54,814	3

% Compares current ytd actuals to prior year actuals at the same time

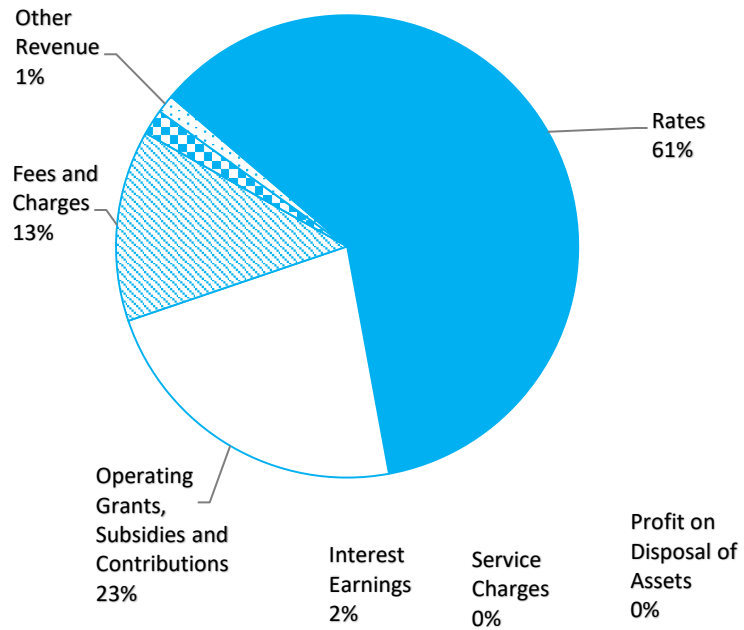
Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

Preparation

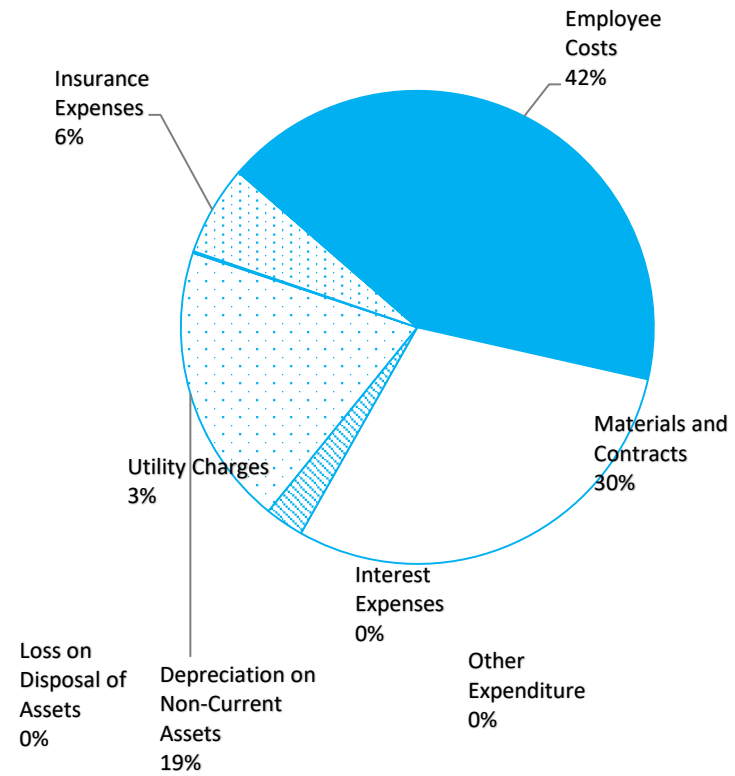
Prepared by: Robin Lorkiewicz
Reviewed by: Tracie Bishop
Date prepared: 16/04/2018

SHIRE OF NANNUP
Information Summary
For the Period Ended 28 February 2018

Operating Revenue



Operating Expenditure



SHIRE OF NANNUP
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 28 February 2018

	Note	Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening Funding Surplus(Deficit)		696,391	696,391	1,464,502	768,111	110%	
Revenue from operating activities							
Governance		0	0	0	0		
General Purpose Funding - Rates	9	1,583,577	1,583,577	1,592,311	8,734	1%	
General Purpose Funding - Other		722,922	481,948	547,077	65,129	14%	
Law, Order and Public Safety		199,226	132,817	128,229	(4,589)	(3%)	
Health		8,750	5,833	11,888	6,055	104%	
Education and Welfare		29,775	19,850	37,743	17,892	90%	
Housing		21,320	14,213	8,910	(5,303)	(37%)	
Community Amenities		214,467	142,978	235,006	92,029	64%	
Recreation and Culture		25,082	16,721	23,047	6,325	38%	
Transport		111,784	74,523	323	(74,200)	(100%)	
Economic Services		24,328	16,219	28,981	12,763	79%	
Other Property and Services		35,000	23,333	4,735	(18,598)	(80%)	
		2,976,230	2,512,013	2,618,250			
Expenditure from operating activities							
Governance		(851,494)	(567,662)	(576,654)	(8,992)	(2%)	
General Purpose Funding		(74,441)	(49,627)	(24,339)	25,288	51%	
Law, Order and Public Safety		(377,786)	(251,857)	(250,592)	1,265	1%	
Health		(60,575)	(40,384)	(33,762)	6,622	16%	
Education and Welfare		(110,107)	(73,404)	(95,011)	(21,607)	(29%)	
Housing		(17,753)	(11,835)	(9,448)	2,388	20%	
Community Amenities		(413,632)	(275,755)	(207,320)	68,435	25%	
Recreation and Culture		(282,283)	(188,189)	(152,236)	35,952	19%	
Transport		(1,597,933)	(1,065,289)	(622,219)	443,070	42%	
Economic Services		(154,193)	(102,795)	(123,650)	(20,855)	(20%)	
Other Property and Services		(1,022,238)	(681,492)	(546,333)	135,159	20%	
		(4,962,434)	(3,308,290)	(2,641,565)			
Financing Costs							
General Purpose		0	0	240	240		
Community Amenities		(3,661)	(2,441)	(3,235)	(794)	33%	
Transport		0	0	0	0		
		(3,661)	(2,441)	(2,995)			
Operating activities excluded from budget							
Add back Depreciation		1,535,198	1,023,465	486,801	(536,664)	(52%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	134,000	134,000	4,529	(129,471)	(97%)	▼
Adjust Provisions and Accruals		76,708	76,708	75,328	(1,380)	(2%)	
Amount attributable to operating activities		(243,959)	435,456	540,348			
Investing Activities							
Non-operating Grants, Subsidies and Contributions	11	1,392,850	928,567	470,851	(457,716)	(49%)	▼
Proceeds from Disposal of Assets	8	94,000	62,667	157,747	95,080	152%	▲
Land Held for Resale		0	0	0	0		
Land and Buildings	13	(190,000)	(126,667)	(22,353)	104,314	82%	▲
Infrastructure Assets - Roads	13	(1,344,082)	(896,055)	(1,112,581)	(216,526)	(24%)	▼
Infrastructure Assets - Public Facilities	13	0	0	0	0		
Infrastructure Assets - Footpaths	13	0	0	0	0		
Infrastructure Assets - Drainage	13	0	0	0	0		
Heritage Assets	13	0	0	0	0		
Plant and Equipment	13	(386,000)	(257,333)	(304,381)	(47,048)	(18%)	▼
Furniture and Equipment	13	(20,500)	(13,667)	(10,907)	2,760	20%	▲
Amount attributable to investing activities		(453,732)	(302,488)	(821,624)			
Financing Activities							
Proceeds from New Debentures		0	0	0	0		
Proceeds from Advances		0	0	0	0		
Self-Supporting Loan Principal		16,415	10,943	10,833	(110)	(1%)	
Transfer from Reserves	7	371,941	247,961	0	(247,961)	(100%)	▼
Advances to Community Groups		0	0	0	0		
Repayment of Debentures	10	(16,415)	(10,943)	(10,833)	110	1%	
Transfer to Reserves	7	(369,000)	(246,000)	(373,513)	(127,513)	(52%)	▼
Amount attributable to financing activities		2,941	1,961	(373,513)			
Closing Funding Surplus(Deficit)	3	1,641	831,319	809,712			

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 2 for an explanation of the reasons for the variance.

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

SHIRE OF NANNUP
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 28 February 2018

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening Funding Surplus (Deficit)		696,391	696,391	1,464,502	768,111	110%	▲
Revenue from operating activities							
Rates	9	1,583,577	1,583,577	1,592,311	8,734	1%	
Operating Grants, Subsidies and Contributions	11	924,296	616,197	595,030	(21,167)	(3%)	
Fees and Charges		383,174	255,450	350,638	95,188	37%	▲
Service Charges		0	0	0	0		
Interest Earnings		45,761	30,507	46,620	16,113	53%	
Other Revenue		39,422	26,281	33,650	7,369	28%	
		2,976,230	2,512,013	2,618,249			
Expenditure from operating activities							
Employee Costs		(1,637,574)	(1,091,716)	(1,065,402)	26,314	2%	
Materials and Contracts		(1,514,453)	(1,009,635)	(749,654)	259,981	26%	
Contracts		0	0	(116,580)	(116,580)		
Utility Charges		(95,550)	(63,700)	(67,114)	(3,414)	(5%)	
Depreciation on Non-Current Assets		(1,535,198)	(1,023,465)	(486,801)	536,664	52%	▲
Interest Expenses		(3,661)	(2,441)	(2,994)	(554)	(23%)	
Insurance Expenses		(168,460)	(112,306)	(155,567)	(43,260)	(39%)	▼
Other Expenditure		(11,200)	(7,467)	(448)	7,019	94%	▲
		(4,966,095)	(3,310,730)	(2,644,560)			
Operating activities excluded from budget							
Add back Depreciation		1,535,198	1,023,465	486,801	(536,664)	(52%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	134,000	134,000	4,529	(129,471)	(97%)	▼
Adjust Provisions and Accruals		76,708	76,708	75,328	(1,380)	(2%)	
Amount attributable to operating activities		(243,959)	435,456	540,346			
Investing activities							
Grants, Subsidies and Contributions	11	1,392,850	928,567	470,851	(457,716)	(49%)	
Proceeds from Disposal of Assets	8	94,000	62,667	157,747	95,080	152%	▲
Land Held for Resale		0	0	0	0		
Land and Buildings	13	(190,000)	(126,667)	(22,353)	104,314	82%	▲
Infrastructure Assets - Roads	13	(1,344,082)	(896,055)	(1,112,581)	(216,526)	(24%)	▼
Infrastructure Assets - Public Facilities	13	0	0	0	0		
Infrastructure Assets - Footpaths	13	0	0	0	0		
Infrastructure Assets - Drainage	13	0	0	0	0		
Heritage Assets	13	0	0	0	0		
Plant and Equipment	13	(386,000)	(257,333)	(304,381)	(47,048)	(18%)	▼
Furniture and Equipment	13	(20,500)	(13,667)	(10,907)	2,760	20%	▲
Amount attributable to investing activities		(453,732)	(302,488)	(821,624)			
Financing Activities							
Proceeds from New Debentures		0	0	0	0		
Proceeds from Advances		0	0	0	0		
Self-Supporting Loan Principal		16,415	10,943	10,833	(110)	(1%)	
Transfer from Reserves	7	371,941	247,961	0	(247,961)	(100%)	▼
Advances to Community Groups		0	0	0	0		
Repayment of Debentures	10	(16,415)	(10,943)	(10,833)	110	1%	
Transfer to Reserves	7	(369,000)	(246,000)	(373,513)	(127,513)	(52%)	▼
Amount attributable to financing activities		2,941	1,961	(373,513)			
Closing Funding Surplus (Deficit)	3	1,641	831,319	809,712	(21,607)	(3%)	

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 2 for an explanation of the reasons for the variance.

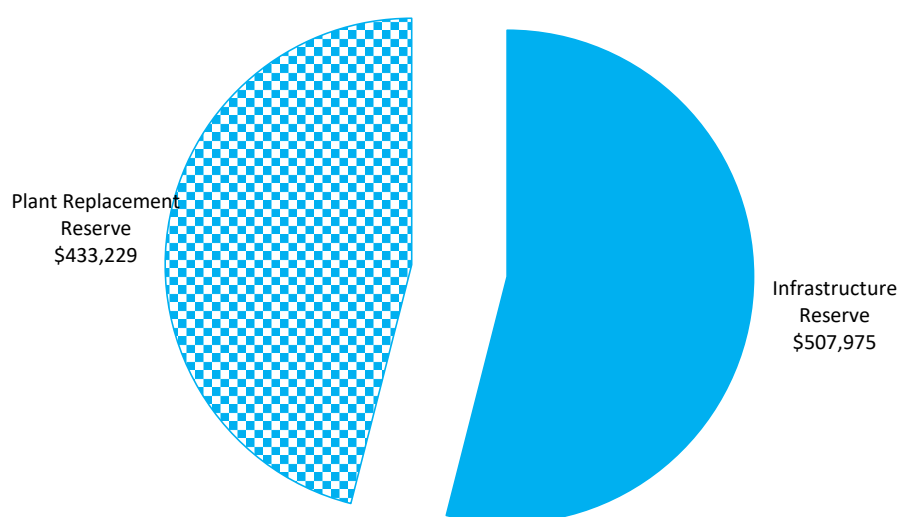
This statement is to be read in conjunction with the accompanying Financial Statements and notes.

SHIRE OF NANNUP
STATEMENT OF CAPITAL ACQUISITIONS AND CAPITAL FUNDING
For the Period Ended 28 February 2018

Capital Acquisitions

	Note	YTD Actual New /Upgrade (a)	YTD Actual (Renewal Expenditure) (b)	Amended YTD Budget (d)	Amended Annual Budget	YTD Actual Total (c) = (a)+(b)	Variance (d) - (c)
		\$	\$	\$	\$	\$	\$
Land and Buildings	13	(22,353)	0	0	(190,000)	(22,353)	(22,353)
Infrastructure Assets - Roads	13	(1,112,581)	0	(1,344,082)	(1,344,082)	(1,112,581)	231,501
Infrastructure Assets - Public Facilities	13	0	0	0	0	0	0
Infrastructure Assets - Footpaths	13	0	0	0	0	0	0
Infrastructure Assets - Drainage	13	0	0	0	0	0	0
Heritage Assets	13	0	0	0	0	0	0
Plant and Equipment	13	(304,381)	0	(386,000)	(386,000)	(304,381)	81,619
Furniture and Equipment	13	(10,907)	0	0	(20,500)	(10,907)	(10,907)
Capital Expenditure Totals		(1,450,222)	0	(1,730,082)	(1,940,582)	(1,450,222)	279,860
Capital acquisitions funded by:							
Capital Grants and Contributions				(284,510)	(284,510)	(117,726)	
Borrowings				0	0	0	
Other (Disposals & C/Fwd)				62,667	94,000	157,747	
Council contribution - Cash Backed Reserves							
Infrastructure Reserve		0	0	\$507,975	19,500	0	(507,975)
Plant Replacement Reserve		0	0	\$433,229	(130,000)	0	(433,229)
Council contribution - operations				(2,449,443)	(1,639,572)	(1,490,242)	
Capital Funding Total				(1,730,082)	(1,940,582)	(1,450,222)	

Capital



SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 1: Significant Accounting Policies

(a) Basis of Accounting

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

Critical Accounting Estimates

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

(b) The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated. All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 12.

(c) Rounding Off Figures

All figures shown in this statement are rounded to the nearest dollar.

(d) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

(e) Goods and Services Tax

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

(f) Cash and Cash Equivalents

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

(g) Trade and Other Receivables

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

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

(h) Inventories

General

Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Land Held for Resale

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed. Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point. Land held for sale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

(i) Fixed Assets

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

(j) Depreciation of Non-Current Assets

All non-current assets having a limited useful life are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation rates and periods are:

Asset	Years	Method
Buildings	30 to 100 years	Straight Line
Furniture and Equipment	4 to 20 years	Straight Line
Plant and Equipment	5 to 20 years	Straight Line
Sealed Roads		
formation	not depreciated	
pavement	80 years	Straight Line
seal		
bituminous seals	34 years	Straight Line
asphalt surfaces	43 years	Straight Line
Gravel Roads		
formation	not depreciated	
pavement	80 years	Straight Line
Formed roads		
formation	not depreciated	
pavement	80 years	Straight Line
Footpaths - slab	50 years	Straight Line
Kerbs	100 years	Straight Line
Parks & Gardens	50 years	Straight Line
Water Supply Piping and Draing Systems	75 years	Straight Line

(k) Trade and Other Payables

Trade and other payables represent liabilities for goods and services provided to the Council prior to the end of the financial year that are unpaid and arise when the Council becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

(l) Employee Benefits

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave (Short-term Benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the Shire has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Shire expects to pay and includes related on-costs.

(ii) Annual Leave and Long Service Leave (Long-term Benefits)

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the Shire does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

(m) Interest-bearing Loans and Borrowings

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

Borrowing Costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

(n) Provisions

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

(o) Current and Non-Current Classification

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non current based on Council's intentions to release for sale.

(p) Nature or Type Classifications**Rates**

All rates levied under the Local Government Act 1995. Includes general, differential, specific area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts offered. Exclude administration fees, interest on instalments, interest on arrears and service charges.

Operating Grants, Subsidies and Contributions

Refer to all amounts received as grants, subsidies and contributions that are not non-operating grants.

Non-Operating Grants, Subsidies and Contributions

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

Profit on Asset Disposal

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

Fees and Charges

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

Service Charges

Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

Interest Earnings

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

Other Revenue / Income

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

Employee Costs

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

Materials and Contracts

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

Utilities (Gas, Electricity, Water, etc.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

Insurance

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

Loss on asset disposal

Loss on the disposal of fixed assets.

Depreciation on non-current assets

Depreciation expense raised on all classes of assets.

Interest expenses

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

Other expenditure

Statutory fees, taxes, provision for bad debts, member's fees or State taxes. Donations and subsidies made to community groups.

(r) Program Classifications (Function/Activity)

Shire of Nannup operations as disclosed in these financial statements encompass the following service orientated activities/programs.

GOVERNANCE**Objective:**

To provide a decision making process for the efficient allocation of scarce resources.

Activities:

Administration and operation of facilities and services to members of council; other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific council services.

GENERAL PURPOSE FUNDING**Objective:**

To collect revenue to allow for the provision of services.

Activities:

Rates, general purpose government grants and interest revenue.

LAW, ORDER, PUBLIC SAFETY**Objective:**

To provide services to help ensure a safer community.

Activities:

Supervision of various by-laws, fire prevention, emergency services and animal control.

HEALTH**Objective:**

To provide an operational framework for good community health.

Activities:

Food quality, building sanitation and sewage.

EDUCATION AND WELFARE**Objective:**

To provide services to disadvantaged persons, the elderly, children and youth.

Activities:

Operation of pre-school, provision of youth support.

HOUSING

Objective:

Help ensure adequate housing.

Activities:

Maintenance of staff and rental housing.

COMMUNITY AMENITIES

Objective:

To provide services required by the community.

Activities:

Rubbish collection services, operation of tip, noise control, administration of the town planning scheme, maintenance of cemetery and maintenance of

RECREATION AND CULTURE

Objective:

To establish and effectively manage infrastructure and resource which will help the social well being of the community.

Activities:

Maintenance of halls, recreation centre and various reserves; operation of library.

TRANSPORT

Objective:

To provide effective and efficient transport services to the community.

Activities:

Construction and maintenance of streets, roads, bridges; cleaning of streets, depot maintenance.

ECONOMIC SERVICES

Objective:

To help promote the shire and its economic wellbeing.

Activities:

Assistance to tourism, area promotion, building control, noxious weeds, vermin control.

OTHER PROPERTY AND SERVICES

Objective:

To accurately allocate plant and labour costs across the various programs of Council.

Activities:

Private works operations, plant repairs and operations costs.

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Sling

Note 2: Explanation of Material Variances

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

The material variance adopted by Council for the 2017/18 year is \$30,000 or 10% whichever is the greater.

Reporting Program	Var. \$		Timing/ Permanent	Explanation of Variance
Operating Revenues	\$			
Administration Charges - Rates Instalments	\$300	0361	Permanent	Fewer take-ups of instalment option
Interest on Overdue Rates	-\$3,000	0061	Permanent	Based on current outstanding rates debtors balance
Instalment Interest	\$210	0261	Permanent	Fewer take-ups of instalment option, therefore instalment interest budget not met
				This account is a result of Pensioners deferment in our ledger and the Interest Rate that Office of State Revenue use; therefore this item is hard to predict. 2017/18 already claimed therefore gap in budgeted v received confirmed.
Interest on Deferred Rates	\$1,149	0271	Permanent	Anticipating more DoT transactions by End of Financial Year.
Department of Transport Commission	-\$2,000	0523	Permanent	Municipal interest earnings higher than expected due to early receipt of FAG's monies
Interest Earnings in Municipal Account	-\$10,000	4873	Permanent	Reserve interest earnings higher than expected also due to early receipt of FAG's monies, term deposits were able to be secured early in 2017/18
Interest Earnings in Reserve Account / Term Deposits	-\$10,000	5381	Permanent	This increase in grant funding directly covers the unexpected increase in Brigade Vehicle Insurances due to a revaluation of the VBFB Fleet. See Expenses COA 0642
FESA Operating Grant 2017/18	-\$5,800	0703	Permanent	Higher than anticipated Food Registration Business Licenses
Health - Licence Fees	-\$2,639	1383	Permanent	Local School Holiday Programs Attendance Rating higher than anticipated
School Holidays - Fees & Charges	-\$1,038	1153	Permanent	New CEO negotiated rental contract, unexpected budgetary impact, and, original budget for Staff Rental overestimated.
Rent for Dunnet Road Property	\$6,630	1723	Permanent	Increase in predicted bin collection revenue via Rates
Waste Bin Collection	-\$1,443	1803	Permanent	Increase in predicted bin collection revenue via Rates
Reycle Bin Collection	-\$1,733	1805	Permanent	Increase usage of the Waste Management Facility than anticipated
Waste Management Facility Fees	-\$12,000	1813	Permanent	WARR Income based on number of rateable properties, where a subdivision occurs a new fee is created
WARR Income	-\$1,067	1817	Permanent	Increase in Town Planning Fees due to Scheme Amendment Request.
Town Planning Fees & Charges	-\$3,700	2253	Permanent	More events held at the Recreation Centre than anticipated, ie Tour of Margaret River
Hire of Centre - Recreation Centre	-\$1,953	7043	Permanent	Under receipt of Operating Grant anticipated
Blackspot Funding	\$93,973	3391	Permanent	Under receipt of Operating Grant anticipated
Main Roads Direct Grant	\$44,993	3221	Permanent	Sale of Materials over-estimated in Budget
Sale of Materials	\$2,477	4263	Permanent	Caravan Park Lease Charges - agreement of Lease Payable is based on profits for Financial Year - adjustment always required due to income estimated
Lease Charges	-\$292	3933	Permanent	More Building permits anticipated to be issued than anticipated
Building Control Fees & Charges	-\$5,000	4153	Permanent	Small increase in income
Heritage Books	-\$14	7574	Permanent	
	<u>\$88,053</u>			
Operating Expense				
Election Expenditure Savings	-\$2,000	0112	Permanent	Actual expenses lower than anticipated
Subscriptions	\$2,500	0182	Permanent	Subscription Fees higher than anticipated
Conference Expenses	\$7,000	0192	Permanent	Staff Annual Conference Fees higher than anticipated
				Council expects further legal expenses associated with current matters
Legal Expenses	\$4,000	0482	Permanent	Postage Expenditure higher than anticipated
Postage expenses	\$1,000	0412	Permanent	Costs associated with staff turnover higher than anticipated
Recruitment Expenses	\$4,000	0812	Permanent	Write-Offs of interest on rates where interest not applicable
Interest & Debt Costs	-\$250	0080	Permanent	Small over-expenditure in utilities
Utilities - VBFB	\$28	0862	Permanent	VBFB Vehicles Fleet Insurance revalued - covered by increase in grant funding NIL Budget Impact see income 0703
Insurance - VBFB	\$5,800	0642	Permanent	Internal Recharge Overhead - Nil Budget Impact Non Cash
Plant Operation Costs - Brigade Vehicles	\$2,615	0762	Permanent	Over-budget due to costs associated with new vehicle
CESM Vehicle Running Costs	\$5,000	0632	Permanent	

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Sling

Note 2: Explanation of Material Variances

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

The material variance adopted by Council for the 2017/18 year is \$30,000 or 10% whichever is the greater.

Reporting Program	Var. \$		Timing/ Permanent	Explanation of Variance
Maintenance of Brigade Vehicles	-\$234	0652	Permanent	Savings of this budgeted item Will be used to offset overspends within this area
Rural Numbering	-\$3,000	0942	Permanent	Rural Numbering expenditure finished, savings identified
Insurance - SES	\$230	0922	Permanent	Increase in Insurance Costs
Kidsport - Expenditure	\$838	1063	Permanent	Nil Budget Impact
Youth Activities - Expenditure	\$13,070	1642	Permanent	Grant Funding in Youth Activities, including Pump Track costs Expenditure directly associated with this income item, therefore
CDO Grants	-\$13,070	1122	Permanent	NIL budget impact. See 1642.
Insurance - Staff Housing	\$516	1712	Permanent	Increase in Insurance Costs
Pest Control - Staff Housing	-\$1,984	1712	Permanent	Savings made on Pest Control of buildings
Utilities - Staff Housing	-\$29	1712	Permanent	Small savings identified
Insurance - Refuse	\$140	1772	Permanent	Increase in Insurance Costs
WMF Contract	-\$923	1772	Permanent	Small savings identified
Wages Overhead - Rubbish Site	\$77	1772	Permanent	Wages overhead where no budget existed
Insurance - Planning Dept	\$15	2253	Permanent	Increase in Insurance Costs
Insurance - Public Conveniences	\$343	2322	Permanent	Increase in Insurance Costs Over-budget by this amount as at 31 Dec 2017 - offset by savings in other areas
Materials - Public Conveniences	\$1,723	2322	Permanent	Increase in Insurance Costs
Insurance - Recreation Centre	\$937	2432	Permanent	Error in original budget due to mis-reading of Chubb Contract
Security Contract	-\$13,866	2432	Permanent	Increase in Insurance Costs
Insurance - Town Hall	\$497	2422	Permanent	Expenditure nearly 100% at budget, however further works to Town Hall identified, estimated amount of further works shown
Materials & Contracts - Town Hall	\$2,884	2422	Permanent	Higher usage of the Town Hall than originally budgeted
Fees & Charges - Hire of Town Hall	-\$1,492	7053	Permanent	Increase in Insurance Costs
Insurance - Community Room	\$743	2442	Permanent	Savings made on Pest Control of buildings
Pest Control - Community Room	-\$500	2442	Permanent	Increase in Insurance Costs
Insurance - Lesser Hall	\$196	2462	Permanent	Will be offset by savings in Materials
Utilities - Old Roads Board	\$865	2472	Permanent	Increase in Insurance Costs
Insurance - Old Roads Board	\$146	2472	Permanent	Savings made on Pest Control of buildings, will be spent in utilities
Pest Control & Window Repair - Old Roads Board	-\$1,000	2472	Permanent	Increase in Insurance Costs
Insurance - Bowling Club	\$599	2482	Permanent	Carpentry Works to the Bowling Club identified, out of budget
Maintenance - Bowling Club	\$6,100	2482	Permanent	Increase in Insurance Costs
Insurance - Cundinup Hall	\$95	2492	Permanent	Increase in Insurance Costs
Insurance - Carlotta Hall	\$84	2502	Permanent	Increased expenditure for Carlotta Hall due to urgent works to Town Hall
Materials & Contracts - Carlotta Hall	-\$3,000	2502	Permanent	Increase in Insurance Costs
Insurance - Community House	\$109	1732	Permanent	Small over-expenditure in utilities
Utilities - Foreshore Park	\$37	7432	Permanent	Parks and Gardens budget reduced to accommodate spending in other areas
Materials - Parks & Gardens	-\$5,000	2642	Permanent	Foreshore park budget reduced to accommodate spending in other areas
Materials - Foreshore Park	-\$1,000	7432	Permanent	Increase in Insurance Costs
Insurance - Foreshore Park	\$216	7432	Permanent	Materials costs under-estimated
Materials - Local Road Construction	\$36,546	3170	Permanent	Contractors - Savings made due to decrease of grant funding
Contractors - Local Road Construction	-\$110,735	3170	Permanent	Anticipated under expenditure
Materials - Local Road Maintenance	-\$5,793	3380	Permanent	Savings in Tree Pruning & General maintenance
Materials - Other Maintenance Costs	-\$1,266	3410	Permanent	Unexpected works to Caravan park - Costs associated with wages
Wages Overhead - Caravan Park	\$60	3932	Permanent	Increase in Insurance Costs
Insurance - Caravan Park	\$402	3932	Permanent	No budget for Materials in Caravan Park
Materials - Caravan Park	\$1,939	3912	Permanent	No budget for Maintenance in Caravan Park
Maintenance - Caravan Park	\$456	3932	Permanent	Unexpected works to Caravan park - Costs associated with wages
Private Works Overheads - Caravan Park	\$56	3932	Permanent	Electric Car Recharges - Overspend anticipated
Electric Car Recharges	\$16	3824	Permanent	Increase in Insurance Costs
Insurance - Tourism	\$62	3862	Permanent	Increase in Insurance Costs
Insurance - Building Control	\$31	4092	Permanent	

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Sling

Note 2: Explanation of Material Variances

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

The material variance adopted by Council for the 2017/18 year is \$30,000 or 10% whichever is the greater.

Reporting Program	Var. \$		Timing/ Permanent	Explanation of Variance
Insurance Plant Operating Costs	\$730	4492	Permanent	Increase in Insurance Costs
Fuel & Oil	-\$15,000	4982	Permanent	Savings identified in Fuel & Oil - monies saved expended in other areas
Tyres & Batteries	-\$5,000	4482	Permanent	Savings identified in Tyres & Batteries - monies saved expended in other areas
Parts & External Works	\$8,065	6802	Permanent	Parts & External Works - overspend anticipated
Administrative Expenses	-\$1,000	4532	Permanent	Administrative Expenses- this budget item not expended
Recruitment	\$1,106	7672	Permanent	Increased costs associated with Recruitment
				Other Property & Services Programme bears costs of Overhead adjustments - Wages Overheads shown here as a savings Adjustment
Wages Overheads Adjustment	-\$5,018	7422	Permanent	
				Other Property & Services Programme bears costs of Overhead adjustments - Plant Overheads shown here as a savings Adjustment
Plant Overheads Adjustment	-\$5,797	4512	Permanent	
	-\$85,085			
Capital Expenses				
Recreation Centre - Capital Revenue - Grant Funding Department of Sport and Recreation	\$50,000	2453	Permanent	Capital Grant Funding was not approved, therefore project abandoned in 2017/18
Recreation Centre - Change Rooms Expense	-\$150,000	2574	Permanent	Change Rooms - project abandoned in 2017/18 due to non-receipt of Grant Funding
Reserve Fund - Asset Management - Change Room Contribution	\$100,000	0515	Permanent	Change Rooms - Reserve Contribution no longer required
Transfer From Plant Reserve	-\$10,000	3685	Permanent	Shortage in Plant due to error in original budet combined with higher than anticipated trade-in values
				Trade-in value of plant higher than anticipated, however the Scania Truck and Pig Trailer were listed as being sold, however the plant schedule did not match, therefore the income of \$56K offset this, causing a capital deficit
Asset Sales	\$18,211	8393	Permanent	
Plant	-\$7,793	3564	Permanent	Savings made in New Plant Purchases
	\$418			

Gross Deficit / (Surplus) Expected	2017/18
Revenue	\$ 88,053.00
Expenditure	-\$ 85,085.00
Capital	\$ 418.00
Projected Deficit / (Surplus)	\$ 3,386.00

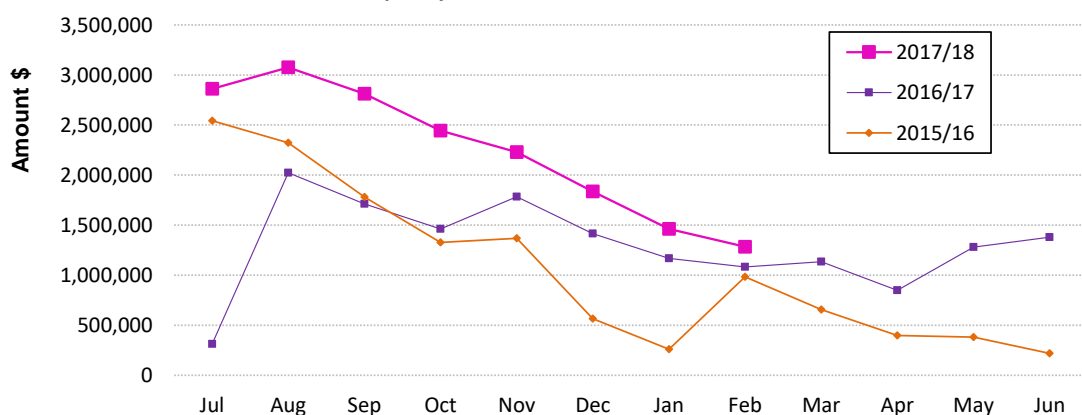
SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 3: Net Current Funding Position

Positive=Surplus (Negative=Deficit)

		Last Years Closing	This Time Last Year	Current
	Note	30 June 2017	28 Feb 2017	28 Feb 2018
		\$	\$	\$
Current Assets				
Cash Unrestricted	4	1,677,290	955,029	1,210,495
Cash Restricted - Conditions over Grants	11	0	0	0
Cash Restricted	4	1,605,747	1,489,368	1,979,259
Receivables - Rates & Rubbish		105,781	266,254	205,861
Receivables - Other	6	38,053	95,098	109,900
Interest / ATO Receivable/ Trust	6	30,915	51,254	42,846
Inventories		6,240	6,240	6,240
		<u>3,464,026</u>	<u>2,863,242</u>	<u>3,554,601</u>
Less: Current Liabilities				
Payables		(41,750)	0	54,814
Provisions		(405,645)	(275,792)	(330,317)
		<u>(447,395)</u>	<u>(275,792)</u>	<u>(275,503)</u>
Less:				
Cash Reserves	7	(1,605,747)	(1,489,368)	(1,979,259)
Restricted Assets		(35,110)	(34,333)	(5,102)
YAC Committee		(16,250)	(16,250)	(16,250)
ATO Liability		(0)	(34,897)	(34,201)
Loans receivable - Clubs/Institutions		(30,919)	(15,460)	(15,460)
		<u>(1,688,027)</u>	<u>(1,590,308)</u>	<u>(2,050,272)</u>
Add:				
Cash Backed Long Service Leave		135,897	97,930	116,216
		<u>135,897</u>	<u>97,930</u>	<u>116,216</u>
		1,464,502	1,095,072	1,345,042

Note 3 - Liquidity Over the Year



Comments - Net Current Funding Position

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 4: Cash and Investments

	Unrestricted	Restricted	Trust	Total Amount	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
(a) Cash Deposits							
Municipal Bank Account	10,245			10,245	CBA	Tiered	At Call
Reserve Bank Account		979,259		979,259	CBA	Tiered	At Call
Trust Bank Account			(61,404)	(61,404)	CBA	Tiered	At Call
Cash On Hand	250			250	N/A	Nil	On Hand
(b) Term Deposits							
Municipal	1,200,000			1,200,000	WBC	2.40%	23-Mar-18
Reserves		1,000,000		1,000,000	WBC	2.46%	23-May-18
Total	1,210,495	1,979,259	(61,404)	3,128,351			

Comments/Notes - Investments

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 5: Budget Amendments
Amendments to original budget since budget adoption. Surplus/(Deficit)

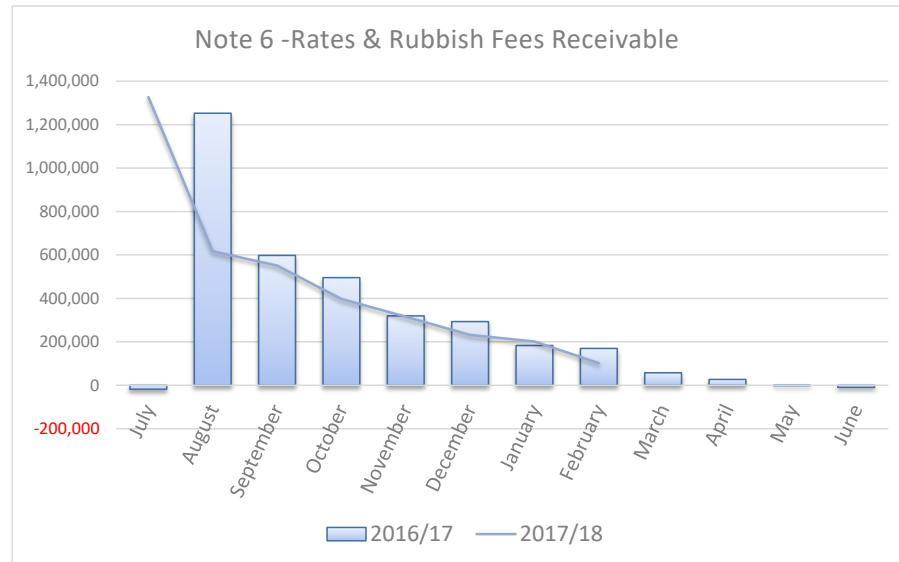
GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
	Budget Adoption	17215	Opening Surplus	(696,391)	(768,112)		(1,464,503)
	Permanent Changes						
	Opening surplus adjustment						1,641
	Capital Expenditure						1,641
	Transport						1,641
	Recreation Centre - Change Rooms - Savings on Building		Capital Expenses		150,000		151,641
	Town Hall Expenditure - Major Works cancelled		Capital Expenses		10,000		161,641
	Reserve Monies - Change Room Contribution		Capital Expenses			(100,000)	61,641
							61,641
	Capital Income						61,641
	Recreation Centre - Grant Funding		Capital Revenue			(50,000)	11,641
							11,641
	General Purpose						11,641
148730 - 156620	Interest Earnings		Capital Revenue				11,641
							11,641
	Operating Income						11,641
	Governance		Operating Revenue				11,641
	General Purpose		Operating Revenue		25,341		36,982
	Law & Order		Operating Revenue		3,800		40,782
	Health		Operating Revenue		2,639		43,421
	Education & Welfare		Operating Revenue		1,038		44,459
	Housing		Operating Revenue			(6,630)	37,829
	Community Amenities		Operating Revenue		19,943		57,772
	Recreation & Culture		Operating Revenue		1,953		59,725
	Transport		Operating Revenue			(159,654)	(99,929)
	Economic Services		Operating Revenue		5,292		(94,637)
	Other Property & Services						(94,637)
							(94,637)
	Operating Expenditure						(94,637)
	Governance		Operating Expenses			(16,500)	(111,137)
	General Purpose		Operating Expenses		250		(110,887)
	Law & Order		Operating Expenses			(10,439)	(121,326)
	Health		Operating Expenses				(121,326)
	Education & Welfare		Operating Expenses			(838)	(122,164)
	Housing		Operating Expenses		1,497		(120,667)
	Community Amenities		Operating Expenses			(1,375)	(122,042)
	Recreation & Culture		Operating Expenses		12,364		(109,678)
	Transport		Operating Expenses		89,041		(20,637)
	Economic Services		Operating Expenses			(3,022)	(23,659)
	Other Property & Services		Operating Expenses		21,914		(1,745)
							(1,745)
							(1,745)
				(696,391)	345,072	(348,458)	(1,745)

Classifications Pick List
 Operating Revenue
 Operating Expenses
 Capital Revenue
 Capital Expenses
 Opening Surplus(Deficit)
 Non Cash Item

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 6: Receivables

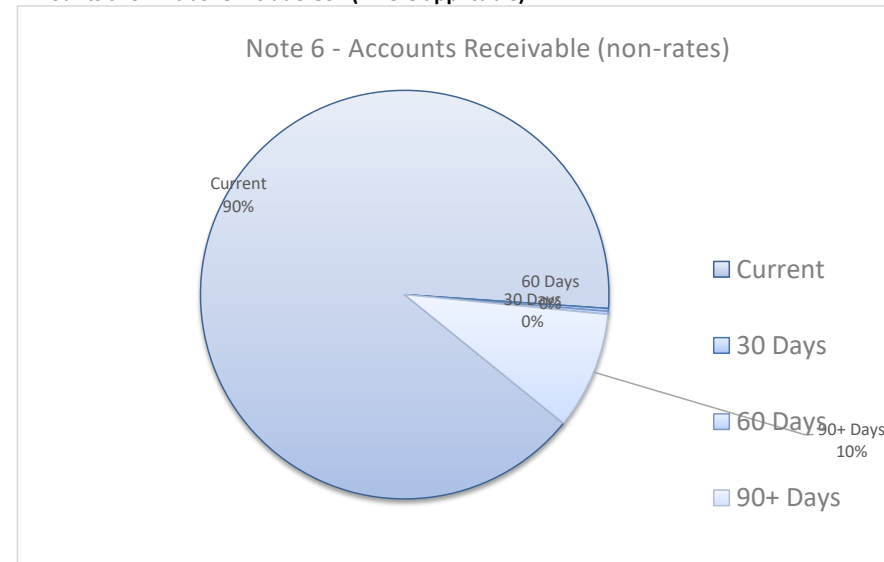
Receivables - Rates Receivable	28 Feb 2018	30 June 2017
	\$	\$
Opening Arrears Previous Years	68,506	78,115
Levied this year	1,592,311	1,534,244
<u>Less</u> Collections to date	(1,490,369)	(1,543,853)
Equals Current Outstanding	170,448	68,506
Net Rates Collectable	170,448	68,506
% Collected	93.60%	95.75%



Comments/Notes - Receivables Rates

Receivables - General	Current	30 Days	60 Days	90+ Days	90+Days
	\$	\$	\$	\$	\$
Receivables - General	99,182	250	270	10,198	109,900
Balance per Trial Balance					
Sundry Debtors					109,900
Receivables - Other					42,846
Total Receivables General Outstanding					152,746
				Error Check	0.00

Amounts shown above include GST (where applicable)

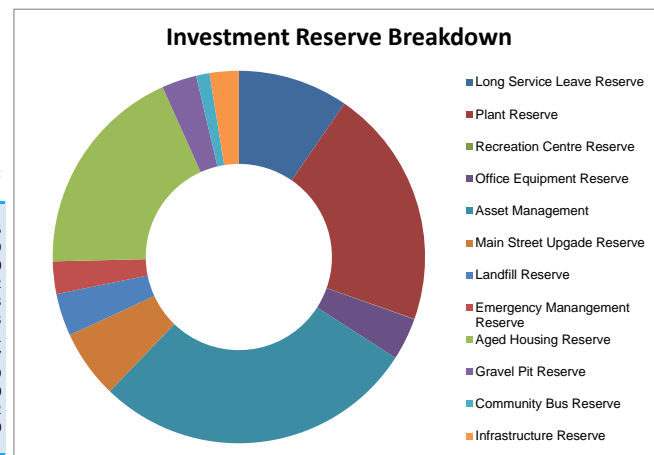


Comments/Notes - Receivables General

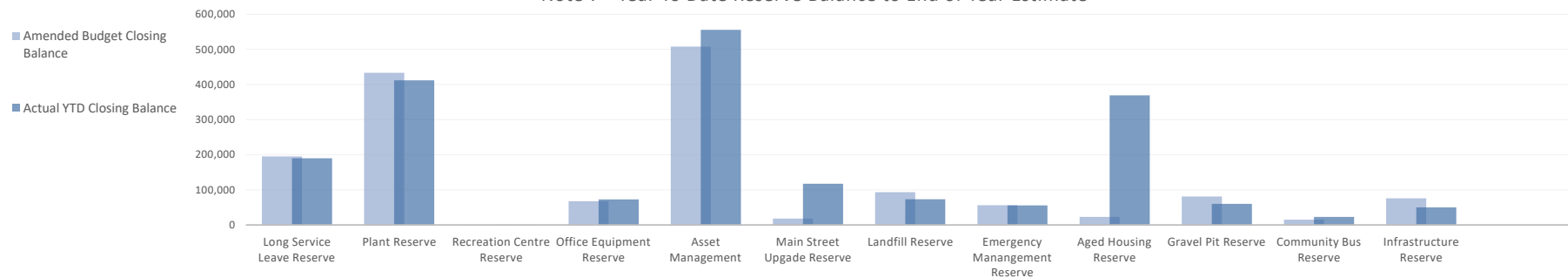
SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 7: Cash Backed Reserve

Name	Opening Balance 1/7/2017	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Long Service Leave Reserve	188,371	1,500	1,634	25,000	0	(19,500)	0	195,371	190,005
Plant Reserve	408,229	5,000	3,540	150,000	0	(130,000)	0	433,229	411,769
Recreation Centre Reserve	535	0	5	0	0	0	0	535	540
Office Equipment Reserve	72,166	1,000	626	15,000	0	(20,500)	0	67,666	72,792
Asset Management	550,975	6,000	4,778	89,000	0	(138,000)	0	507,975	555,753
Main Street Upgrade Reserve	116,423	500	1,010	0	0	(98,590)	0	18,333	117,433
Landfill Reserve	72,452	1,000	628	20,000	0	0	0	93,452	73,081
Emergency Manangement Reserve	55,248	1,000	479	0	0	0	0	56,248	55,727
Aged Housing Reserve	22,103	1,000	192	0	346,864	0	0	23,103	369,159
Gravel Pit Reserve	60,000	1,000	0	20,000	0	0	0	81,000	60,000
Community Bus Reserve	9,244	1,000	80	5,000	13,677	0	0	15,244	23,002
Infrastructure Reserve	50,000	1,000	0	25,000	0	0	0	76,000	50,000
	1,605,746	20,000	12,971	349,000	360,541	(406,590)	0	1,568,156	1,979,259



Note 7 - Year To Date Reserve Balance to End of Year Estimate



SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 8: Disposal of Assets

Asset Number	Asset Description	YTD Actual				Amended Budget			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	Plant and Equipment					362,000	228,000		(134,000)
P171	Toyota Prado	41,494	36,965		4,529				
P226	Courier Ute	3,569	6,364	(2,794)					
P244	Bobcat Ride On Mower	2,549	4,600	(2,051)					
P257	Nissan Navara RX	13,549	23,455	(9,905)					
P261	Toyota Hilux	26,479	31,818	(5,339)					
P262	Toyota Hilux	17,162	32,727	(15,565)					
P240	Ford Ranger	15,000	21,818	(6,818)					
		119,802	157,747	(42,473)	4,529	362,000	228,000	0	(134,000)

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 9: Rating Information

	Rate in	Number of Properties	Rateable Value	YTD Actual				Amended Budget			
				Rate Revenue	Interim Rates	Back Rates	Total Revenue	Rate Revenue	Interim Rate	Back Rate	Total Revenue
RATE TYPE	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$
Differential General Rate											
GRV	8.1670	416	6,626,996	541,227	5,593	0	546,820	541,227			541,227
UV	0.4257	211	119,888,000	510,363	0	0	510,363	510,363			510,363
UV Pastoral				0	0	0	0		0	0	0
Sub-Totals		627	126,514,996	1,051,590	5,593	0	1,057,183	1,051,590	0	0	1,051,590
Minimum Payment	Minimum										
	\$										
GRV	870.00	310	1,945,952	269,700	0	0	269,700	269,700	0	0	269,700
UV	1,050.00	210	26,923,986	220,500	0	0	220,500	220,500	0	0	220,500
Sub-Totals		520	28,869,938	490,200	0	0	490,200	490,200	0	0	490,200
		1,147	155,384,934	1,541,790	5,593	0	1,547,383	1,541,790	0	0	1,541,790
Concession							0				0
Amount from General Rates							1,547,383				1,541,790
Ex-Gratia Rates							44,928				44,928
Specified Area Rates							0				0
Totals							1,592,311				1,586,718

Comments - Rating Information

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 10: Information on Borrowings

(a) Debenture Repayments

Particulars	01 Jul 2017	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Amended Budget	Actual	Amended Budget	Actual	Amended Budget
			\$	\$	\$	\$	\$	\$
Governance								
Loan 37 NCRC	67,975		10,833	10,833	57,142	57,142	3,235	3,235 *
							-	0
					-	0	-	0
	67,975	0	10,833	10,833	57,142	57,142	3,235	3,235

All debenture repayments were financed by general purpose revenue.

(b) New Debentures

No new debentures were raised during the reporting period.

* Per SSL 2017_18

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 11: Grants and Contributions

	Grant Provider	Type	Opening Balance (a)	Amended Budget Operating	Capital	YTD Budget	Annual Budget (d)	Post Variations (e)	Expected (d)+(e)	YTD Actual Revenue	(Expended) (c)	Unspent Grant (a)+(b)+(c)
				\$	\$	\$				\$	\$	\$
General Purpose Funding												
Old Railway Bridge	LotteryWest	Non-operating	(17,525)	0	0	0	0		0	0	0	(17,525)
Grants Commission - General Equalisation	WALGGC	operating - Tied	(476,923)	(401,964)	0	(401,964)	(401,964)		(401,964)	(292,868)	292,868	(476,923)
Grants Commission - Roads	WALGGC	operating - Tied	(255,634)	(204,122)	0	(204,122)	(204,122)		(204,122)	(161,120)	161,120	(255,634)
Law, Order and Public Safety												
FESA LEVY DFES	Dept. of Fire & Emergency Serv.	Operating	0	(87,000)	0	(87,000)	(87,000)		(87,000)	(56,685)	56,685	0
Bushfire Operating Grant 1617	Dept. of Fire & Emergency Serv.	operating - Tied	(16,689)	0	0	0			0		0	(16,689)
Grant FESA - SES	Dept. of Fire & Emergency Serv.	operating - Tied	(4,215)	(20,700)	0	(20,700)	(20,700)		(20,700)	(11,315)	11,315	(4,215)
CESM MOA Grant	Dept. of Fire & Emergency Serv.	Operating	0	(83,126)	0	(83,126)	(83,126)		(83,126)	(53,131)	53,131	0
Bushfire Management Plan	Dept. of Fire & Emergency Serv.	operating - Tied	(19,140)	0	0	0	0		0	0	0	(19,140)
Emergency Management Plan	Dept. of Fire & Emergency Serv.	Non-operating	0	0	0	0	0		0	(72,710)	72,710	0
DFES Capital Grant	Dept. of Fire & Emergency Serv.	Non-operating	(27)	0	0	0	0		0	0	0	(27)
Education and Welfare												
Grants - Community Bus	Contributions	Operating	0	(2,100)	0	(2,100)	(2,100)		(2,100)	0	0	0
Family Fun Day	Dept. Regional Development	Non-operating	0	0	0	0	0		0	(1,000)	1,000	0
Community Development Grants	Dept. Regional Development	Non-operating	0	0	0	0	0		0	0	0	0
Community Development Grants	Dept. Regional Development	Operating	0	(3,000)	0	(3,000)	(3,000)		(3,000)	(7,910)	7,910	0
Crime Prevention	WA Police	operating - Tied	(25,000)	0	0	0			0		0	(25,000)
Lotterywest	LotteryWest	operating - Tied	(26,000)	0	0	0			0		0	(26,000)
Y Culture	Country Arts WA	operating - Tied	(3,000)	0	0	0			0		0	(3,000)
Home Maintenance Grant	Department for Communities	operating - Tied	(17,486)	0	0	0			0		0	(17,486)
Kidsport	Dept. Regional Development	operating - Tied	(10,796)	(10,000)	0	(10,000)	(10,000)		(10,000)	0	0	(10,796)
Recreation and Culture												
Grants - Recreation and Culture	LotteryWest	Non-operating	0	0	(50,000)	(50,000)	(50,000)		(50,000)	0	0	0
Transport												
Roads To Recovery Grant - Cap	Roads to Recovery	Non-operating	0	0	(444,000)	(444,000)	(444,000)		(444,000)	0	0	0
MRD Grants - Capital Projects	Regional Road Group	Operating	0	(109,284)	0	(109,284)	(109,284)	47,000	(62,284)	0	0	0
		Non-operating	0	0	(550,000)	(550,000)	(550,000)		(550,000)	(220,000)	220,000	0
Grant - Regional Road Group	Regional Road Group	Non-operating	0	0	0	0	0		0	(64,291)	64,291	0
Grant - Regional Road Group	Regional Road Group	Non-operating	0	0	(210,000)	(210,000)	(210,000)		(210,000)	(84,000)	84,000	0
Economic Services												
Main Road Heart of Nannup	Main Roads WA	Non-operating	0	0	(110,000)	(110,000)	(110,000)		(110,000)	0	0	0
FM Tower	South West Development Comm	Non-operating	0	0	(28,850)	(28,850)	(28,850)		(28,850)	(28,850)	28,850	0
			(872,435)	(921,296)	(1,394,950)	(2,316,246)	(2,316,246)	47,000	(2,269,246)	(1,053,881)	1,053,881	(872,435)
SUMMARY												
Operating	Operating Grants, Subsidies and Contributions		0	(284,510)	0	(284,510)	(284,510)	47,000	(237,510)	(117,726)	117,726	0
Operating - Tied	Tied - Operating Grants, Subsidies and Contributions		(854,883)	(636,786)	0	(636,786)	(636,786)	0	(636,786)	(465,304)	465,304	(854,883)
Non-operating	Non-operating Grants, Subsidies and Contributions		(17,552)	0	(1,394,950)	(1,394,950)	(1,394,950)	0	(1,394,950)	(470,851)	470,851	(17,552)
TOTALS			(872,435)	(921,296)	(1,394,950)	(2,316,246)	(2,316,246)	47,000	(2,269,246)	(1,053,881)	1,053,881	(872,435)

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

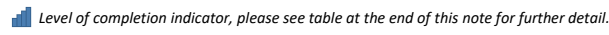
Note 12: Trust Fund

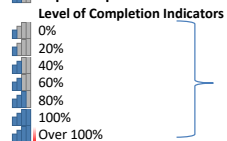
Funds held at balance date over which the Shire has no control and which are not included in this statement are as follows:

Description	Opening Balance 01 Jul 2017	Amount Received	Amount Paid	Closing Balance 28 Feb 2018
	\$	\$	\$	\$
BCITF Levy	0	7,607	5,855	1,752
BRB Levy	0	8,645	6,753	1,892
Bonds	39,859	18,600	(700)	57,759
Nomination Deposit	0	560	(560)	0
Donation Rec Centre Deposit	0	0	0	0
Nannup Community Bus	0	0	0	0
	39,859	35,412	11,347	61,403.59
				61,404
			Error	0.00

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 13: Capital Acquisitions

Assets	Account	YTD Actual			Amended Budget			egic Refer ence
		New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget	YTD Variance	
		\$	\$	\$	\$	\$	\$	
								
Buildings								
Economic Services								
Caravan Park	4025	0	0	0	10,000	0	0	
Community Amenities Total		0	0	0	10,000	0	0	
Governance								
Administration Building	0564	10,355	0	10,355	10,000	0	10,355	
Governance Total		10,355	0	10,355	10,000	0	10,355	
Law, Order And Public Safety								
East Nannup Fire Shed	0751	0	0	0	0	0	0	
Buildings	0754	0	0	0	0	0	0	
Law, Order And Public Safety Total		0	0	0	0	0	0	
Recreation And Culture								
Capital Works Recreation Centre	2574	(3)	0	(3)	150,000	0	(3)	
Town Hall	2422	12,000	0	12,000	20,000	0	12,000	
Recreation And Culture Total		11,997	0	11,997	170,000	0	11,997	
Buildings Total		22,353	0	22,353	190,000	0	22,353	
Furniture & Office Equip.								
Governance								
Shire Office	0254	6,689	0	6,689	0	0	6,689	
Shire Offices	0584	4,218	0	4,218	20,500	0	4,218	
Governance Total		10,907	0	10,907	20,500	0	10,907	
Furniture & Office Equip. Total		10,907	0	10,907	20,500	0	10,907	
Plant , Equip. & Vehicles								
Governance								
Vehicle purchases - Office Staff	0544	0	0	0	74,000	74,000	(74,000)	
Governance Total		0	0	0	74,000	74,000	(74,000)	
Transport								
Purchase Of Plant	3564	304,381	0	304,381	312,000	312,000	(7,619)	
Loan Repayments L38	3604	0	0	0	0	0	0	
Transport Total		304,381	0	304,381	312,000	312,000	(7,619)	
Plant , Equip. & Vehicles Total		304,381	0	304,381	386,000	386,000	(81,619)	
Roads (Non Town)								
Transport								
Mowen Road	3130	0	0	0	0	0	0	
Local Road Construction	3170	1,106,201	0	1,106,201	1,109,126	1,109,126	(2,925)	
Footpath Program	3210	5,706	0	5,706	16,366	16,366	(10,660)	
Transport Total		1,111,907	0	1,111,907	1,125,492	1,125,492	(13,585)	
Roads (Non Town) Total		1,111,907	0	1,111,907	1,125,492	1,125,492	(13,585)	
Streetscapes								
Economic Services								
Mainstreet Upgrade	3264	674	0	674	218,590	218,590	(217,916)	
Economic Services Total		674	0	674	218,590	218,590	(217,916)	
Streetscapes Total		674	0	674	218,590	218,590	(217,916)	
Town Streets								
Town Streets Total		0	0	0	0	0	0	
Capital Expenditure Total		1,450,222	0	1,450,222	1,940,582	1,730,082	(279,860)	



Percentage YTD Actual to Annual Budget
Expenditure over budget highlighted in red.

28/02/2018



MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the Period Ended 31 March 2018

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

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SHIRE OF NANNUP
Information Summary
For the Period Ended 31 March 2018

Key Information

Report Purpose

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996, Regulation 34*.

Overview

Summary reports and graphical progressive graphs are provided on pages 2 - 3.

Statement of Financial Activity by reporting program

Is presented on page 3 and shows a surplus as at 31 March 2018 of \$1,039,455.

Items of Significance

The material variance adopted by the Shire of Nannup for the 2017/18 year is \$30,000 or 10% whichever is the greater. The following selected items have been highlighted due to the amount of the variance to the budget or due to the nature of the revenue/expenditure. A full listing and explanation of all items considered of material variance is disclosed in Note 2.

Capital Expenditure

	% Collected / Completed	Annual Budget	YTD Budget	YTD Actual
Significant Projects				
Grants, Subsidies and Contributions				
Operating Grants, Subsidies and Contributions	63%	-\$ 921,296	-\$ 921,296	-\$ 583,030
Non-operating Grants, Subsidies and Contributions	71%	-\$ 1,394,950	-\$ 1,394,950	-\$ 992,970
	68%	-\$ 2,316,246	-\$ 2,316,246	-\$ 1,576,000
Rates Levied	101%	\$ 1,583,577	\$ 1,583,577	\$ 1,592,311

% Compares current ytd actuals to annual budget

		Prior Year 30 June 2017	Current Year 30 June 2018	Note
Financial Position				
Adjusted Net Current Assets	137%	\$ 1,147,937	\$ 1,576,116	3
Cash and Equivalent - Unrestricted	151%	\$ 1,082,279	\$ 1,631,107	3 & 4
Receivables - Rates	102%	\$ 189,331	\$ 193,518	3 & 6
Receivables - Other	21%	\$ 111,985	\$ 23,513	3 & 6
Payables	0%	\$ 41,750	\$ 0	3

% Compares current ytd actuals to prior year actuals at the same time

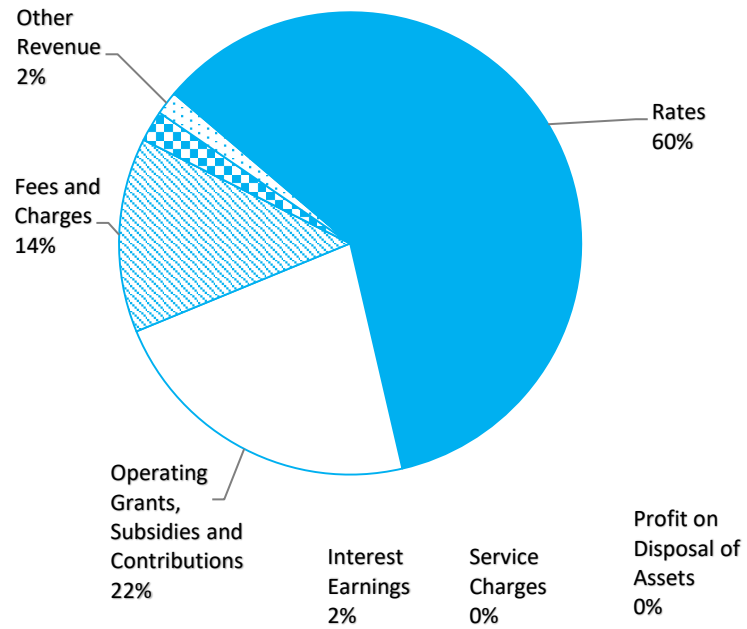
Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

Preparation

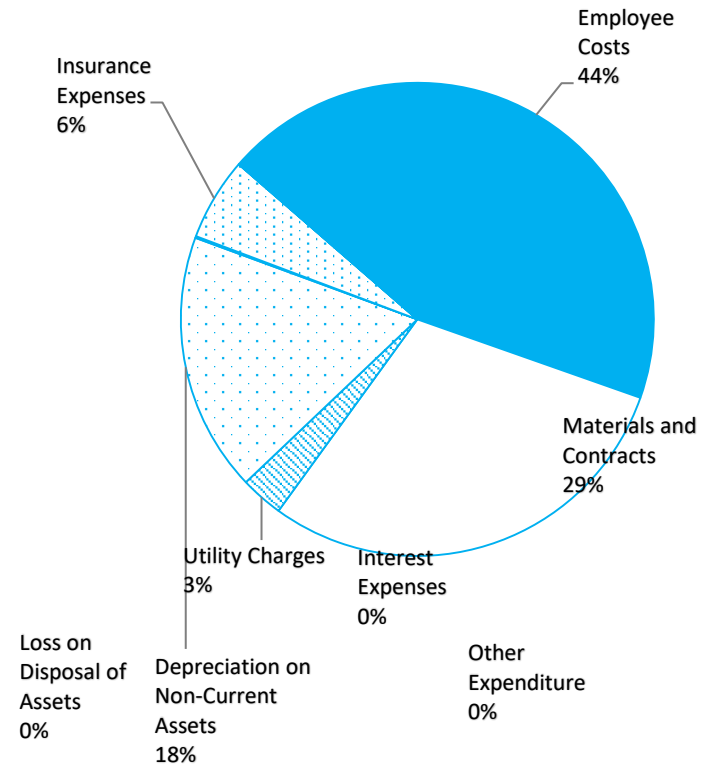
Prepared by: Robin Lorkiewicz
Reviewed by: Tracie Bishop
Date prepared: 16/04/2018

SHIRE OF NANNUP
Information Summary
For the Period Ended 31 March 2018

Operating Revenue



Operating Expenditure



SHIRE OF NANNUP
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 31 March 2018

	Note	Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening Funding Surplus(Deficit)		696,391	696,391	1,464,502	768,111	110%	
Revenue from operating activities							
Governance		0	0	0	0		
General Purpose Funding - Rates	9	1,583,577	1,583,577	1,592,311	8,734	1%	
General Purpose Funding - Other		722,922	542,191	569,284	27,093	5%	
Law, Order and Public Safety		199,226	149,419	128,404	(21,016)	(14%)	
Health		8,750	6,563	12,095	5,533	84%	
Education and Welfare		29,775	22,331	37,841	15,509	69%	
Housing		21,320	15,990	7,570	(8,420)	(53%)	
Community Amenities		214,467	160,850	241,638	80,788	50%	
Recreation and Culture		25,082	18,812	25,990	7,179	38%	
Transport		111,784	83,838	414	(83,424)	(100%)	
Economic Services		24,328	18,246	29,748	11,502	63%	
Other Property and Services		35,000	26,250	4,865	(21,385)	(81%)	
		2,976,230	2,628,067	2,650,161			
Expenditure from operating activities							
Governance		(851,494)	(638,620)	(640,782)	(2,162)	(0%)	
General Purpose Funding		(74,441)	(55,830)	(26,440)	29,390	53%	
Law, Order and Public Safety		(377,786)	(283,339)	(272,681)	10,658	4%	
Health		(60,575)	(45,432)	(38,904)	6,527	14%	
Education and Welfare		(110,107)	(82,580)	(101,923)	(19,343)	(23%)	
Housing		(17,753)	(13,315)	(9,588)	3,727	28%	
Community Amenities		(413,632)	(310,224)	(235,200)	75,024	24%	
Recreation and Culture		(282,283)	(211,712)	(167,431)	44,281	21%	
Transport		(1,597,933)	(1,198,450)	(664,082)	534,368	45%	
Economic Services		(154,193)	(115,645)	(132,976)	(17,332)	(15%)	
Other Property and Services		(1,022,238)	(766,679)	(596,386)	170,293	22%	
		(4,962,434)	(3,721,826)	(2,886,395)			
Financing Costs							
General Purpose		0	0	240	240		
Community Amenities		(3,661)	(2,746)	(3,516)	(770)	28%	
Transport		0	0	0	0		
		(3,661)	(2,746)	(3,276)			
Operating activities excluded from budget							
Add back Depreciation		1,535,198	1,151,399	486,801	(664,597)	(58%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	134,000	134,000	4,529	(129,471)	(97%)	▼
Adjust Provisions and Accruals		76,708	76,708	88,216	11,508	15%	
Amount attributable to operating activities		(243,959)	265,602	340,037			
Investing Activities							
Non-operating Grants, Subsidies and Contributions	11	1,392,850	1,044,638	992,970	(51,668)	(5%)	
Proceeds from Disposal of Assets	8	94,000	70,500	157,747	87,247	124%	▲
Land Held for Resale		0	0	0	0		
Land and Buildings	13	(190,000)	(142,500)	(23,097)	119,403	84%	▲
Infrastructure Assets - Roads	13	(1,344,082)	(1,008,062)	(1,174,606)	(166,544)	(17%)	▼
Infrastructure Assets - Public Facilities	13	0	0	0	0		
Infrastructure Assets - Footpaths	13	0	0	0	0		
Infrastructure Assets - Drainage	13	0	0	0	0		
Heritage Assets	13	0	0	0	0		
Plant and Equipment	13	(386,000)	(289,500)	(333,484)	(43,984)	(15%)	▼
Furniture and Equipment	13	(20,500)	(15,375)	(10,907)	4,468	29%	▲
Amount attributable to investing activities		(453,732)	(340,299)	(391,376)			
Financing Activities							
Proceeds from New Debentures		0	0	0	0		
Proceeds from Advances		0	0	0	0		
Self-Supporting Loan Principal		16,415	12,311	12,218	(93)	(1%)	
Transfer from Reserves	7	371,941	278,956	0	(278,956)	(100%)	▼
Advances to Community Groups		0	0	0	0		
Repayment of Debentures	10	(16,415)	(12,311)	(12,218)	93	1%	
Transfer to Reserves	7	(369,000)	(276,750)	(373,707)	(96,957)	(35%)	▼
Amount attributable to financing activities		2,941	2,206	(373,707)			
Closing Funding Surplus(Deficit)	3	1,641	623,900	1,039,455			

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 2 for an explanation of the reasons for the variance.

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

SHIRE OF NANNUP
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 31 March 2018

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening Funding Surplus (Deficit)		696,391	696,391	1,464,502	768,111	110%	▲
Revenue from operating activities							
Rates	9	1,583,577	1,583,577	1,592,311	8,734	1%	
Operating Grants, Subsidies and Contributions	11	924,296	693,222	595,030	(98,192)	(14%)	▼
Fees and Charges		383,174	287,381	361,423	74,042	26%	▲
Service Charges		0	0	0	0		
Interest Earnings		45,761	34,321	57,706	23,385	68%	
Other Revenue		39,422	29,567	43,690	14,124	48%	
		2,976,230	2,628,067	2,650,160			
Expenditure from operating activities							
Employee Costs		(1,637,574)	(1,228,181)	(1,210,601)	17,579	1%	
Materials and Contracts		(1,514,453)	(1,135,839)	(814,646)	321,193	28%	
Contracts		0	0	(137,839)	(137,839)		
Utility Charges		(95,550)	(71,662)	(80,492)	(8,830)	(12%)	
Depreciation on Non-Current Assets		(1,535,198)	(1,151,399)	(486,801)	664,597	58%	▲
Interest Expenses		(3,661)	(2,746)	(3,276)	(530)	(19%)	
Insurance Expenses		(168,460)	(126,345)	(155,567)	(29,222)	(23%)	
Other Expenditure		(11,200)	(8,400)	(448)	7,952	95%	▲
		(4,966,095)	(3,724,572)	(2,889,670)			
Operating activities excluded from budget							
Add back Depreciation		1,535,198	1,151,399	486,801	(664,597)	(58%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	134,000	134,000	4,529	(129,471)	(97%)	▼
Adjust Provisions and Accruals		76,708	76,708	88,216	11,508	15%	
Amount attributable to operating activities		(243,959)	265,602	340,036			
Investing activities							
Grants, Subsidies and Contributions	11	1,392,850	1,044,638	992,970	(51,668)	(5%)	
Proceeds from Disposal of Assets	8	94,000	70,500	157,747	87,247	124%	▲
Land Held for Resale		0	0	0	0		
Land and Buildings	13	(190,000)	(142,500)	(23,097)	119,403	84%	▲
Infrastructure Assets - Roads	13	(1,344,082)	(1,008,062)	(1,174,606)	(166,544)	(17%)	▼
Infrastructure Assets - Public Facilities	13	0	0	0	0		
Infrastructure Assets - Footpaths	13	0	0	0	0		
Infrastructure Assets - Drainage	13	0	0	0	0		
Heritage Assets	13	0	0	0	0		
Plant and Equipment	13	(386,000)	(289,500)	(333,484)	(43,984)	(15%)	▼
Furniture and Equipment	13	(20,500)	(15,375)	(10,907)	4,468	29%	▲
Amount attributable to investing activities		(453,732)	(340,299)	(391,376)			
Financing Activities							
Proceeds from New Debentures		0	0	0	0		
Proceeds from Advances		0	0	0	0		
Self-Supporting Loan Principal		16,415	12,311	12,218	(93)	(1%)	
Transfer from Reserves	7	371,941	278,956	0	(278,956)	(100%)	▼
Advances to Community Groups		0	0	0	0		
Repayment of Debentures	10	(16,415)	(12,311)	(12,218)	93	1%	
Transfer to Reserves	7	(369,000)	(276,750)	(373,707)	(96,957)	(35%)	▼
Amount attributable to financing activities		2,941	2,206	(373,707)			
Closing Funding Surplus (Deficit)	3	1,641	623,900	1,039,455	415,556	67%	▲

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

Refer to Note 2 for an explanation of the reasons for the variance.

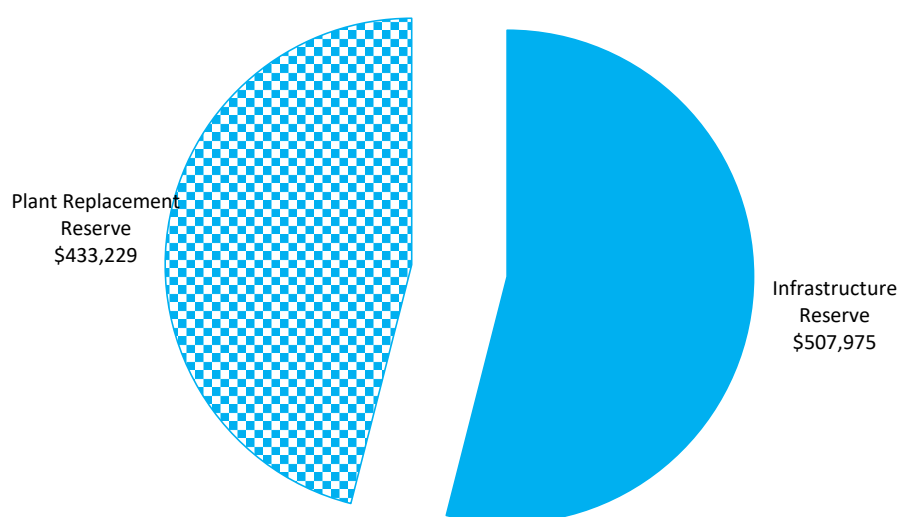
This statement is to be read in conjunction with the accompanying Financial Statements and notes.

SHIRE OF NANNUP
STATEMENT OF CAPITAL ACQUISITIONS AND CAPITAL FUNDING
For the Period Ended 31 March 2018

Capital Acquisitions

	Note	YTD Actual New /Upgrade (a)	YTD Actual (Renewal Expenditure) (b)	Amended YTD Budget (d)	Amended Annual Budget	YTD Actual Total (c) = (a)+(b)	Variance (d) - (c)
		\$	\$	\$	\$	\$	\$
Land and Buildings	13	(23,097)	0	0	(190,000)	(23,097)	(23,097)
Infrastructure Assets - Roads	13	(1,174,606)	0	(1,344,082)	(1,344,082)	(1,174,606)	169,476
Infrastructure Assets - Public Facilities	13	0	0	0	0	0	0
Infrastructure Assets - Footpaths	13	0	0	0	0	0	0
Infrastructure Assets - Drainage	13	0	0	0	0	0	0
Heritage Assets	13	0	0	0	0	0	0
Plant and Equipment	13	(333,484)	0	(386,000)	(386,000)	(333,484)	52,516
Furniture and Equipment	13	(10,907)	0	0	(20,500)	(10,907)	(10,907)
Capital Expenditure Totals		(1,542,093)	0	(1,730,082)	(1,940,582)	(1,542,093)	187,989
Capital acquisitions funded by:							
Capital Grants and Contributions				(284,510)	(284,510)	(117,726)	
Borrowings				0	0	0	
Other (Disposals & C/Fwd)				70,500	94,000	157,747	
Council contribution - Cash Backed Reserves							
Infrastructure Reserve		0	0	\$507,975	19,500	0	(507,975)
Plant Replacement Reserve		0	0	\$433,229	(130,000)	0	(433,229)
Council contribution - operations				(2,457,276)	(1,639,572)	(1,582,114)	
Capital Funding Total				(1,730,082)	(1,940,582)	(1,542,093)	

Capital



SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2018

Note 1: Significant Accounting Policies

(a) Basis of Accounting

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

Critical Accounting Estimates

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

(b) The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated. All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 12.

(c) Rounding Off Figures

All figures shown in this statement are rounded to the nearest dollar.

(d) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

(e) Goods and Services Tax

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

(f) Cash and Cash Equivalents

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

(g) Trade and Other Receivables

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

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

(h) Inventories

General

Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Land Held for Resale

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed. Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point. Land held for sale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

(i) Fixed Assets

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

(j) Depreciation of Non-Current Assets

All non-current assets having a limited useful life are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation rates and periods are:

Asset	Years	Method
Buildings	30 to 100 years	Straight Line
Furniture and Equipment	4 to 20 years	Straight Line
Plant and Equipment	5 to 20 years	Straight Line
Sealed Roads		
formation	not depreciated	
pavement	80 years	Straight Line
seal		
bituminous seals	34 years	Straight Line
asphalt surfaces	43 years	Straight Line
Gravel Roads		
formation	not depreciated	
pavement	80 years	Straight Line
Formed roads		
formation	not depreciated	
pavement	80 years	Straight Line
Footpaths - slab	50 years	Straight Line
Kerbs	100 years	Straight Line
Parks & Gardens	50 years	Straight Line
Water Supply Piping and Draing Systems	75 years	Straight Line

(k) Trade and Other Payables

Trade and other payables represent liabilities for goods and services provided to the Council prior to the end of the financial year that are unpaid and arise when the Council becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

(l) Employee Benefits

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave (Short-term Benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the Shire has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Shire expects to pay and includes related on-costs.

(ii) Annual Leave and Long Service Leave (Long-term Benefits)

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the Shire does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

(m) Interest-bearing Loans and Borrowings

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

Borrowing Costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

(n) Provisions

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

(o) Current and Non-Current Classification

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non current based on Council's intentions to release for sale.

(p) Nature or Type Classifications**Rates**

All rates levied under the Local Government Act 1995. Includes general, differential, specific area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts offered. Exclude administration fees, interest on instalments, interest on arrears and service charges.

Operating Grants, Subsidies and Contributions

Refer to all amounts received as grants, subsidies and contributions that are not non-operating grants.

Non-Operating Grants, Subsidies and Contributions

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

Profit on Asset Disposal

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

Fees and Charges

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

Service Charges

Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

Interest Earnings

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

Other Revenue / Income

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

Employee Costs

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

Materials and Contracts

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

Utilities (Gas, Electricity, Water, etc.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

Insurance

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

Loss on asset disposal

Loss on the disposal of fixed assets.

Depreciation on non-current assets

Depreciation expense raised on all classes of assets.

Interest expenses

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

Other expenditure

Statutory fees, taxes, provision for bad debts, member's fees or State taxes. Donations and subsidies made to community groups.

(r) Program Classifications (Function/Activity)

Shire of Nannup operations as disclosed in these financial statements encompass the following service orientated activities/programs.

GOVERNANCE**Objective:**

To provide a decision making process for the efficient allocation of scarce resources.

Activities:

Administration and operation of facilities and services to members of council; other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific council services.

GENERAL PURPOSE FUNDING**Objective:**

To collect revenue to allow for the provision of services.

Activities:

Rates, general purpose government grants and interest revenue.

LAW, ORDER, PUBLIC SAFETY**Objective:**

To provide services to help ensure a safer community.

Activities:

Supervision of various by-laws, fire prevention, emergency services and animal control.

HEALTH**Objective:**

To provide an operational framework for good community health.

Activities:

Food quality, building sanitation and sewage.

EDUCATION AND WELFARE**Objective:**

To provide services to disadvantaged persons, the elderly, children and youth.

Activities:

Operation of pre-school, provision of youth support.

HOUSING

Objective:

Help ensure adequate housing.

Activities:

Maintenance of staff and rental housing.

COMMUNITY AMENITIES

Objective:

To provide services required by the community.

Activities:

Rubbish collection services, operation of tip, noise control, administration of the town planning scheme, maintenance of cemetery and maintenance of

RECREATION AND CULTURE

Objective:

To establish and effectively manage infrastructure and resource which will help the social well being of the community.

Activities:

Maintenance of halls, recreation centre and various reserves; operation of library.

TRANSPORT

Objective:

To provide effective and efficient transport services to the community.

Activities:

Construction and maintenance of streets, roads, bridges; cleaning of streets, depot maintenance.

ECONOMIC SERVICES

Objective:

To help promote the shire and its economic wellbeing.

Activities:

Assistance to tourism, area promotion, building control, noxious weeds, vermin control.

OTHER PROPERTY AND SERVICES

Objective:

To accurately allocate plant and labour costs across the various programs of Council.

Activities:

Private works operations, plant repairs and operations costs.

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2018

Sling

Note 2: Explanation of Material Variances

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

The material variance adopted by Council for the 2017/18 year is \$30,000 or 10% whichever is the greater.

Reporting Program	Var. \$		Timing/ Permanent	Explanation of Variance
Operating Revenues	\$			
Administration Charges - Rates Instalments	\$300	0361	Permanent	Fewer take-ups of instalment option
Interest on Overdue Rates	-\$3,000	0061	Permanent	Based on current outstanding rates debtors balance
Instalment Interest	\$210	0261	Permanent	Fewer take-ups of instalment option, therefore instalment interest budget not met
				This account is a result of Pensioners deferment in our ledger and the Interest Rate that Office of State Revenue use; therefore this item is hard to predict. 2017/18 already claimed therefore gap in budgeted v received confirmed.
Interest on Deferred Rates	\$1,149	0271	Permanent	
Department of Transport Commission	-\$2,000	0523	Permanent	Anticipating more DoT transactions by End of Financial Year.
Interest Earnings in Municipal Account	-\$10,000	4873	Permanent	Municipal interest earnings higher than expected due to early receipt of FAG's monies
				Reserve interest earnings higher than expected also due to early receipt of FAG's monies, term deposits were able to be secured early in 2017/18
Interest Earnings in Reserve Account / Term Deposits	-\$10,000	5381	Permanent	
				This increase in grant funding directly covers the unexpected increase in Brigade Vehicle Insurances due to a revaluation of the VBFB Fleet. See Expenses COA 0642
FESA Operating Grant 2017/18	-\$5,800	0703	Permanent	
Health - Licence Fees	-\$2,639	1383	Permanent	Higher than anticipated Food Registration Business Licenses
School Holidays - Fees & Charges	-\$1,038	1153	Permanent	Local School Holiday Programs Attendance Rating higher than anticipated
Rent for Dunnet Road Property	\$6,630	1723	Permanent	New CEO negotiated rental contract, unexpected budgetary impact, and, original budget for Staff Rental overestimated.
Waste Bin Collection	-\$1,443	1803	Permanent	Increase in predicted bin collection revenue via Rates
Recycle Bin Collection	-\$1,733	1805	Permanent	Increase in predicted bin collection revenue via Rates
				Increase usage of the Waste Management Facility than anticipated
Waste Management Facility Fees	-\$12,000	1813	Permanent	
				WARR Income based on number of rateable properties, where a subdivision occurs a new fee is created
WARR Income	-\$1,067	1817	Permanent	
				Increase in Town Planning Fees due to Scheme Amendment Request.
Town Planning Fees & Charges	-\$3,700	2253	Permanent	
				More events held at the Recreation Centre than anticipated, ie
Hire of Centre - Recreation Centre	-\$1,953	7043	Permanent	Tour of Margaret River
Blackspot Funding	\$93,973	3391	Permanent	Under receipt of Operating Grant anticipated
Main Roads Direct Grant	\$44,993	3221	Permanent	Under receipt of Operating Grant anticipated
Sale of Materials	\$2,477	4263	Permanent	Sale of Materials over-estimated in Budget
				Caravan Park Lease Charges - agreement of Lease Payable is based on profits for Financial Year - adjustment always required due to income estimated
Lease Charges	-\$292	3933	Permanent	
Building Control Fees & Charges	-\$5,000	4153	Permanent	More Building permits anticipated to be issued than anticipated
Heritage Books	-\$14	7574	Permanent	Small increase in income
	<u>\$88,053</u>			
Operating Expense				
Election Expenditure Savings	-\$2,000	0112	Permanent	Actual expenses lower than anticipated
Subscriptions	\$2,500	0182	Permanent	Subscription Fees higher than anticipated
Conference Expenses	\$7,000	0192	Permanent	Staff Annual Conference Fees higher than anticipated
				Council expects further legal expenses associated with current matters
Legal Expenses	\$4,000	0482	Permanent	
Postage expenses	\$1,000	0412	Permanent	Postage Expenditure higher than anticipated
Recruitment Expenses	\$4,000	0812	Permanent	Costs associated with staff turnover higher than anticipated
Interest & Debt Costs	-\$250	0080	Permanent	Write-Offs of interest on rates where interest not applicable
Utilities - VBFB	\$28	0862	Permanent	Small over-expenditure in utilities
				VBFB Vehicles Fleet Insurance revalued - covered by increase in
Insurance - VBFB	\$5,800	0642	Permanent	grant funding NIL Budget Impact see income 0703
Plant Operation Costs - Brigade Vehicles	\$2,615	0762	Permanent	Internal Recharge Overhead - Nil Budget Impact Non Cash
CESM Vehicle Running Costs	\$5,000	0632	Permanent	Over-budget due to costs associated with new vehicle

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2018

Sling

Note 2: Explanation of Material Variances

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

The material variance adopted by Council for the 2017/18 year is \$30,000 or 10% whichever is the greater.

Reporting Program	Var. \$		Timing/ Permanent	Explanation of Variance
Maintenance of Brigade Vehicles	-\$234	0652	Permanent	Savings of this budgeted item Will be used to offset overspends within this area
Rural Numbering	-\$3,000	0942	Permanent	Rural Numbering expenditure finished, savings identified
Insurance - SES	\$230	0922	Permanent	Increase in Insurance Costs
Kidsport - Expenditure	\$838	1063	Permanent	Nil Budget Impact
Youth Activities - Expenditure	\$13,070	1642	Permanent	Grant Funding in Youth Activities, including Pump Track costs Expenditure directly associated with this income item, therefore
CDO Grants	-\$13,070	1122	Permanent	NIL budget impact. See 1642.
Insurance - Staff Housing	\$516	1712	Permanent	Increase in Insurance Costs
Pest Control - Staff Housing	-\$1,984	1712	Permanent	Savings made on Pest Control of buildings
Utilities - Staff Housing	-\$29	1712	Permanent	Small savings identified
Insurance - Refuse	\$140	1772	Permanent	Increase in Insurance Costs
WMF Contract	-\$923	1772	Permanent	Small savings identified
Wages Overhead - Rubbish Site	\$77	1772	Permanent	Wages overhead where no budget existed
Insurance - Planning Dept	\$15	2253	Permanent	Increase in Insurance Costs
Insurance - Public Conveniences	\$343	2322	Permanent	Increase in Insurance Costs Over-budget by this amount as at 31 Dec 2017 - offset by savings in other areas
Materials - Public Conveniences	\$1,723	2322	Permanent	Increase in Insurance Costs
Insurance - Recreation Centre	\$937	2432	Permanent	Increase in Insurance Costs
Security Contract	-\$13,866	2432	Permanent	Error in original budget due to mis-reading of Chubb Contract
Insurance - Town Hall	\$497	2422	Permanent	Increase in Insurance Costs Expenditure nearly 100% at budget, however further works to Town Hall identified, estimated amount of further works shown
Materials & Contracts - Town Hall	\$2,884	2422	Permanent	Higher usage of the Town Hall than originally budgeted
Fees & Charges - Hire of Town Hall	-\$1,492	7053	Permanent	Increase in Insurance Costs
Insurance - Community Room	\$743	2442	Permanent	Savings made on Pest Control of buildings
Pest Control - Community Room	-\$500	2442	Permanent	Increase in Insurance Costs
Insurance - Lesser Hall	\$196	2462	Permanent	Increase in Insurance Costs
Utilities - Old Roads Board	\$865	2472	Permanent	Will be offset by savings in Materials
Insurance - Old Roads Board	\$146	2472	Permanent	Increase in Insurance Costs
Pest Control & Window Repair - Old Roads Board	-\$1,000	2472	Permanent	Savings made on Pest Control of buildings, will be spent in utilities
Insurance - Bowling Club	\$599	2482	Permanent	Increase in Insurance Costs
Maintenance - Bowling Club	\$6,100	2482	Permanent	Carpentry Works to the Bowling Club identified, out of budget
Insurance - Cundinup Hall	\$95	2492	Permanent	Increase in Insurance Costs
Insurance - Carlotta Hall	\$84	2502	Permanent	Increase in Insurance Costs Removed expenditure for Carlotta Hall due to urgent works to Town Hall
Materials & Contracts - Carlotta Hall	-\$3,000	2502	Permanent	Increase in Insurance Costs
Insurance - Community House	\$109	1732	Permanent	Small over-expenditure in utilities
Utilities - Foreshore Park	\$37	7432	Permanent	Parks and Gardens budget reduced to accommodate spending in other areas
Materials - Parks & Gardens	-\$5,000	2642	Permanent	Foreshore park budget reduced to accommodate spending in other areas
Materials - Foreshore Park	-\$1,000	7432	Permanent	Increase in Insurance Costs
Insurance - Foreshore Park	\$216	7432	Permanent	Increase in Insurance Costs
Materials - Local Road Construction	\$36,546	3170	Permanent	Materials costs under-estimated
Contractors - Local Road Construction	-\$110,735	3170	Permanent	Contractors - Savings made due to decrease of grant funding
Materials - Local Road Maintenance	-\$5,793	3380	Permanent	Anticipated under expenditure
Materials - Other Maintenance Costs	-\$1,266	3410	Permanent	Savings in Tree Pruning & General maintenance
Wages Overhead - Caravan Park	\$60	3932	Permanent	Unexpected works to Caravan park - Costs associated with wages
Insurance - Caravan Park	\$402	3932	Permanent	Increase in Insurance Costs
Materials - Caravan Park	\$1,939	3912	Permanent	No budget for Materials in Caravan Park
Maintenance - Caravan Park	\$456	3932	Permanent	No budget for Maintenance in Caravan Park
Private Works Overheads - Caravan Park	\$56	3932	Permanent	Unexpected works to Caravan park - Costs associated with wages
Electric Car Recharges	\$16	3824	Permanent	Electric Car Recharges - Overspend anticipated
Insurance - Tourism	\$62	3862	Permanent	Increase in Insurance Costs
Insurance - Building Control	\$31	4092	Permanent	Increase in Insurance Costs

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2018

Sling

Note 2: Explanation of Material Variances

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

The material variance adopted by Council for the 2017/18 year is \$30,000 or 10% whichever is the greater.

Reporting Program	Var. \$		Timing/ Permanent	Explanation of Variance
Insurance Plant Operating Costs	\$730	4492	Permanent	Increase in Insurance Costs
Fuel & Oil	-\$15,000	4982	Permanent	Savings identified in Fuel & Oil - monies saved expended in other areas
Tyres & Batteries	-\$5,000	4482	Permanent	Savings identified in Tyres & Batteries - monies saved expended in other areas
Parts & External Works	\$8,065	6802	Permanent	Parts & External Works - overspend anticipated
Administrative Expenses	-\$1,000	4532	Permanent	Administrative Expenses- this budget item not expended
Recruitment	\$1,106	7672	Permanent	Increased costs associated with Recruitment
				Other Property & Services Programme bears costs of Overhead adjustments - Wages Overheads shown here as a savings Adjustment
Wages Overheads Adjustment	-\$5,018	7422	Permanent	
				Other Property & Services Programme bears costs of Overhead adjustments - Plant Overheads shown here as a savings Adjustment
Plant Overheads Adjustment	-\$5,797	4512	Permanent	
	-\$85,085			
Capital Expenses				
Recreation Centre - Capital Revenue - Grant Funding Department of Sport and Recreation	\$50,000	2453	Permanent	Capital Grant Funding was not approved, therefore project abandoned in 2017/18
Recreation Centre - Change Rooms Expense	-\$150,000	2574	Permanent	Change Rooms - project abandoned in 2017/18 due to non-receipt of Grant Funding
Reserve Fund - Asset Management - Change Room Contribution	\$100,000	0515	Permanent	Change Rooms - Reserve Contribution no longer required
Transfer From Plant Reserve	-\$10,000	3685	Permanent	Shortage in Plant due to error in original budet combined with higher than anticipated trade-in values
				Trade-in value of plant higher than anticipated, however the Scania Truck and Pig Trailer were listed as being sold, however the plant schedule did not match, therefore the income of \$56K offset this, causing a capital deficit
Asset Sales	\$18,211	8393	Permanent	
Plant	-\$7,793	3564	Permanent	Savings made in New Plant Purchases
	\$418			

Gross Deficit / (Surplus) Expected	2017/18
Revenue	\$ 88,053.00
Expenditure	-\$ 85,085.00
Capital	\$ 418.00
Projected Deficit / (Surplus)	\$ 3,386.00

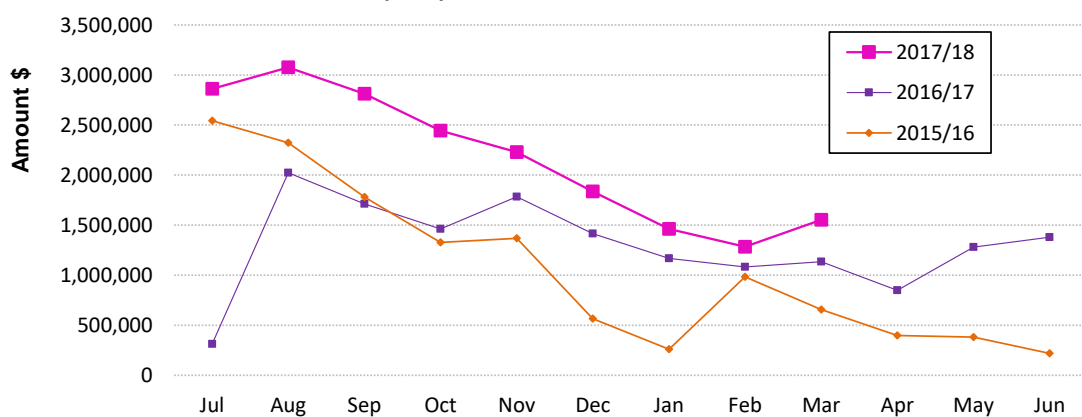
SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2018

Note 3: Net Current Funding Position

Positive=Surplus (Negative=Deficit)

		Last Years Closing	This Time Last Year	Current
	Note	30 June 2017	31 Mar 2017	31 Mar 2018
		\$	\$	\$
Current Assets				
Cash Unrestricted	4	1,677,290	1,082,279	1,631,107
Cash Restricted - Conditions over Grants	11	0	0	0
Cash Restricted	4	1,605,747	1,489,537	1,981,696
Receivables - Rates & Rubbish		105,781	189,331	193,518
Receivables - Other	6	38,053	111,985	23,513
Interest / ATO Receivable/ Trust	6	30,915	34,311	31,501
Inventories		6,240	6,240	6,240
		<u>3,464,026</u>	<u>2,913,682</u>	<u>3,867,575</u>
Less: Current Liabilities				
Payables		(41,750)	0	(0)
Provisions		<u>(405,645)</u>	<u>(274,621)</u>	<u>(317,428)</u>
		(447,395)	(274,621)	(317,428)
Less:				
Cash Reserves	7	(1,605,747)	(1,489,537)	(1,981,696)
Restricted Assets		(35,110)	(34,333)	(19,324)
YAC Committee		(16,250)	(16,250)	(16,250)
ATO Liability		(0)	(33,473)	(56,050)
Loans receivable - Clubs/Institutions		<u>(30,919)</u>	<u>(15,460)</u>	<u>(15,460)</u>
		(1,688,027)	(1,589,053)	(2,088,780)
Add:				
Cash Backed Long Service Leave		<u>135,897</u>	<u>97,930</u>	<u>114,750</u>
		<u>135,897</u>	<u>97,930</u>	<u>114,750</u>
		<u>1,464,502</u>	<u>1,147,937</u>	<u>1,576,116</u>

Note 3 - Liquidity Over the Year



Comments - Net Current Funding Position

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2018

Note 4: Cash and Investments

	Unrestricted	Restricted	Trust	Total Amount	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
(a) Cash Deposits							
Municipal Bank Account	830,857			830,857	CBA	Tiered	At Call
Reserve Bank Account		981,696		981,696	CBA	Tiered	At Call
Trust Bank Account			(48,932)	(48,932)	CBA	Tiered	At Call
Cash On Hand	250			250	N/A	Nil	On Hand
(b) Term Deposits							
Municipal	800,000			800,000	CBA	2.25%	28-May-18
Reserves		1,000,000		1,000,000	WBC	2.46%	23-May-18
Total	1,631,107	1,981,696	(48,932)	3,563,870			

Comments/Notes - Investments

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2018

Note 5: Budget Amendments
Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
	Budget Adoption	17215	Opening Surplus	(696,391)	(768,112)		(1,464,503)
	Permanent Changes						
	Opening surplus adjustment						1,641
	Capital Expenditure						1,641
	Transport						1,641
	Recreation Centre - Change Rooms - Savings on Building		Capital Expenses		150,000		151,641
	Town Hall Expenditure - Major Works cancelled		Capital Expenses		10,000		161,641
	Reserve Monies - Change Room Contribution		Capital Expenses			(100,000)	61,641
							61,641
	Capital Income						61,641
	Recreation Centre - Grant Funding		Capital Revenue			(50,000)	11,641
							11,641
	General Purpose						11,641
148730 - 156620	Interest Earnings		Capital Revenue				11,641
							11,641
	Operating Income						11,641
	Governance		Operating Revenue				11,641
	General Purpose		Operating Revenue		25,341		36,982
	Law & Order		Operating Revenue		3,800		40,782
	Health		Operating Revenue		2,639		43,421
	Education & Welfare		Operating Revenue		1,038		44,459
	Housing		Operating Revenue			(6,630)	37,829
	Community Amenities		Operating Revenue		19,943		57,772
	Recreation & Culture		Operating Revenue		1,953		59,725
	Transport		Operating Revenue			(159,654)	(99,929)
	Economic Services		Operating Revenue		5,292		(94,637)
	Other Property & Services						(94,637)
							(94,637)
	Operating Expenditure						(94,637)
	Governance		Operating Expenses			(16,500)	(111,137)
	General Purpose		Operating Expenses		250		(110,887)
	Law & Order		Operating Expenses			(10,439)	(121,326)
	Health		Operating Expenses				(121,326)
	Education & Welfare		Operating Expenses			(838)	(122,164)
	Housing		Operating Expenses		1,497		(120,667)
	Community Amenities		Operating Expenses			(1,375)	(122,042)
	Recreation & Culture		Operating Expenses		12,364		(109,678)
	Transport		Operating Expenses		89,041		(20,637)
	Economic Services		Operating Expenses			(3,022)	(23,659)
	Other Property & Services		Operating Expenses		21,914		(1,745)
							(1,745)
							(1,745)
				(696,391)	345,072	(348,458)	(1,745)

Classifications Pick List
 Operating Revenue
 Operating Expenses
 Capital Revenue
 Capital Expenses
 Opening Surplus(Deficit)
 Non Cash Item

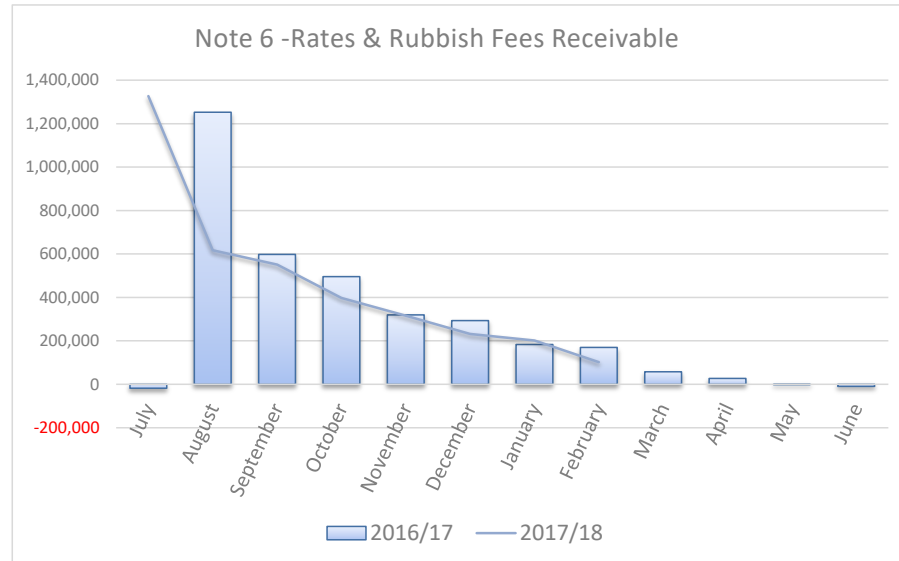
SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2018

Note 6: Receivables

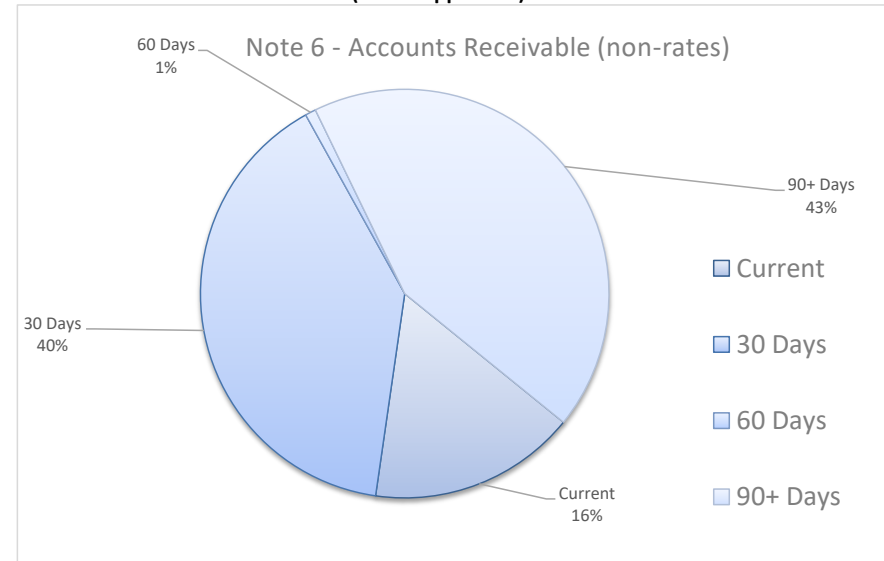
Receivables - Rates Receivable	31 Mar 2018	30 June 2017
	\$	\$
Opening Arrears Previous Years	68,506	78,115
Levied this year	1,592,311	1,534,244
<u>Less</u> Collections to date	(1,514,656)	(1,543,853)
Equals Current Outstanding	146,161	68,506
Net Rates Collectable	146,161	68,506
% Collected	95.12%	95.75%

Receivables - General	Current	30 Days	60 Days	90+ Days	90+Days
	\$	\$	\$	\$	\$
Receivables - General	3,868	9,326	200	10,120	23,513
Balance per Trial Balance					
Sundry Debtors					23,513
Receivables - Other					31,501
Total Receivables General Outstanding					55,015
				Error Check	0.00

Amounts shown above include GST (where applicable)



Comments/Notes - Receivables Rates

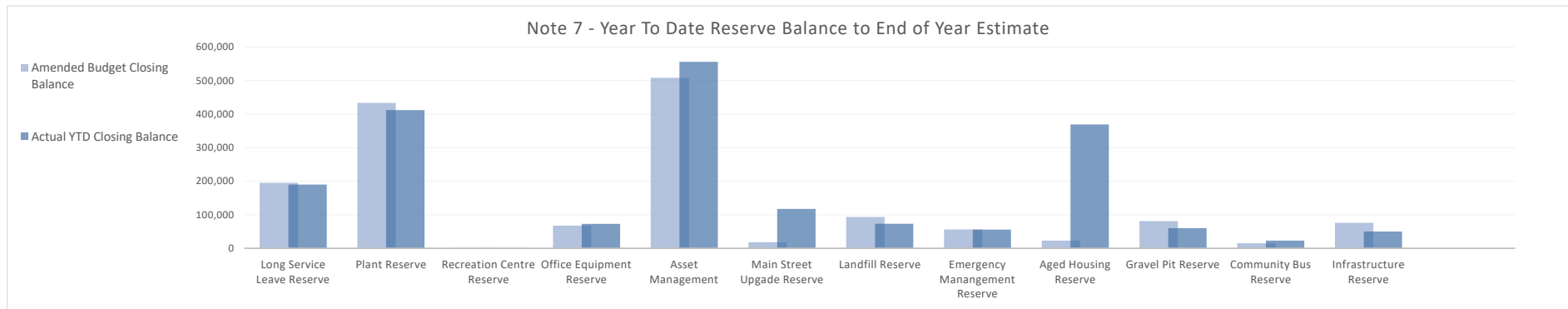
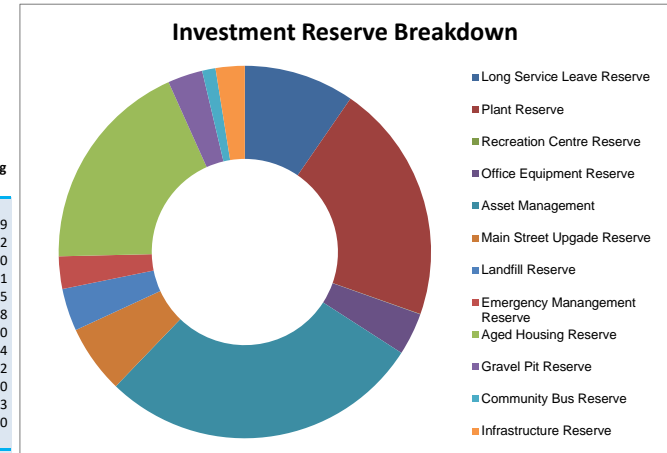


Comments/Notes - Receivables General

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2018

Note 7: Cash Backed Reserve

Name	Opening Balance 1/7/2017	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Long Service Leave Reserve	188,371	1,500	1,658	25,000	0	(19,500)	0	195,371	190,029
Plant Reserve	408,229	5,000	3,593	150,000	0	(130,000)	0	433,229	411,822
Recreation Centre Reserve	535	0	5	0	0	0	0	535	540
Office Equipment Reserve	72,166	1,000	635	15,000	0	(20,500)	0	67,666	72,801
Asset Management	550,975	6,000	4,850	89,000	0	(138,000)	0	507,975	555,825
Main Street Upgrade Reserve	116,423	500	1,025	0	0	(98,590)	0	18,333	117,448
Landfill Reserve	72,452	1,000	638	20,000	0	0	0	93,452	73,090
Emergency Manangement Reserve	55,248	1,000	486	0	0	0	0	56,248	55,734
Aged Housing Reserve	22,103	1,000	195	0	346,864	0	0	23,103	369,162
Gravel Pit Reserve	60,000	1,000	0	20,000	0	0	0	81,000	60,000
Community Bus Reserve	9,244	1,000	81	5,000	13,677	0	0	15,244	23,003
Infrastructure Reserve	50,000	1,000	0	25,000	0	0	0	76,000	50,000
	1,605,746	20,000	13,165	349,000	360,541	(406,590)	0	1,568,156	1,979,453



SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2018

Note 8: Disposal of Assets

Asset Number	Asset Description	YTD Actual				Amended Budget			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	Plant and Equipment					362,000	228,000		(134,000)
P171	Toyota Prado	41,494	36,965		4,529				
P226	Courier Ute	3,569	6,364	(2,794)					
P244	Bobcat Ride On Mower	2,549	4,600	(2,051)					
P257	Nissan Navara RX	13,549	23,455	(9,905)					
P261	Toyota Hilux	26,479	31,818	(5,339)					
P262	Toyota Hilux	17,162	32,727	(15,565)					
P240	Ford Ranger	15,000	21,818	(6,818)					
		119,802	157,747	(42,473)	4,529	362,000	228,000	0	(134,000)

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2018

Note 9: Rating Information

	Rate in	Number of Properties	Rateable Value	YTD Actual				Amended Budget			
				Rate Revenue	Interim Rates	Back Rates	Total Revenue	Rate Revenue	Interim Rate	Back Rate	Total Revenue
RATE TYPE	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$
Differential General Rate											
GRV	8.1670	416	6,626,996	541,227	5,593	0	546,819	541,227			541,227
UV	0.4257	211	119,888,000	510,363	0	0	510,363	510,363			510,363
UV Pastoral				0	0	0	0		0	0	0
Sub-Totals		627	126,514,996	1,051,590	5,593	0	1,057,183	1,051,590	0	0	1,051,590
Minimum Payment	Minimum										
	\$										
GRV	870.00	310	1,945,952	269,700	0	0	269,700	269,700	0	0	269,700
UV	1,050.00	210	26,923,986	220,500	0	0	220,500	220,500	0	0	220,500
Sub-Totals		520	28,869,938	490,200	0	0	490,200	490,200	0	0	490,200
		1,147	155,384,934	1,541,790	5,593	0	1,547,383	1,541,790	0	0	1,541,790
Concession							0				0
Amount from General Rates							1,547,383				1,541,790
Ex-Gratia Rates							44,928				44,928
Specified Area Rates							0				0
Totals							1,592,311				1,586,718

Comments - Rating Information

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2018

Note 10: Information on Borrowings

(a) Debenture Repayments

Particulars	01 Jul 2017	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Amended Budget	Actual	Amended Budget	Actual	Amended Budget
			\$	\$	\$	\$	\$	\$
Governance								
Loan 37 NCRC	67,975		12,218	12,218	55,757	55,757	3,516	3,516 *
							-	0
					-	0	-	0
	67,975	0	12,218	12,218	55,757	55,757	3,516	3,516

All debenture repayments were financed by general purpose revenue.

(b) New Debentures

No new debentures were raised during the reporting period.

* Per SSL 2017_18

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2018

Note 11: Grants and Contributions

	Grant Provider	Type	Opening Balance (a)	Amended Budget Operating	Capital	YTD Budget	Annual Budget (d)	Post Variations (e)	Expected (d)+(e)	YTD Actual Revenue	(Expended) (c)	Unspent Grant (a)+(b)+(c)
				\$	\$	\$				\$	\$	\$
General Purpose Funding												
Old Railway Bridge	LotteryWest	Non-operating	(17,525)	0	0	0	0		0	0	0	(17,525)
Grants Commission - General Equalisation	WALGGC	operating - Tied	(476,923)	(401,964)	0	(401,964)	(401,964)		(401,964)	(292,868)	292,868	(476,923)
Grants Commission - Roads	WALGGC	operating - Tied	(255,634)	(204,122)	0	(204,122)	(204,122)		(204,122)	(161,120)	161,120	(255,634)
Law, Order and Public Safety												
FESA LEVY DFES	Dept. of Fire & Emergency Serv.	Operating	0	(87,000)	0	(87,000)	(87,000)		(87,000)	(56,685)	56,685	0
Bushfire Operating Grant 1617	Dept. of Fire & Emergency Serv.	operating - Tied	(16,689)	0	0	0			0		0	(16,689)
Grant FESA - SES	Dept. of Fire & Emergency Serv.	operating - Tied	(4,215)	(20,700)	0	(20,700)	(20,700)		(20,700)	(11,315)	11,315	(4,215)
CESM MOA Grant	Dept. of Fire & Emergency Serv.	Operating	0	(83,126)	0	(83,126)	(83,126)		(83,126)	(53,131)	53,131	0
Bushfire Management Plan	Dept. of Fire & Emergency Serv.	operating - Tied	(19,140)	0	0	0	0		0	0	0	(19,140)
Emergency Management Plan	Dept. of Fire & Emergency Serv.	Non-operating	0	0	0	0	0		0	(72,710)	72,710	0
DFES Capital Grant	Dept. of Fire & Emergency Serv.	Non-operating	(27)	0	0	0	0		0	0	0	(27)
Education and Welfare												
Grants - Community Bus	Contributions	Operating	0	(2,100)	0	(2,100)	(2,100)		(2,100)	0	0	0
Family Fun Day	Dept. Regional Development	Non-operating	0	0	0	0	0		0	(1,000)	1,000	0
Community Development Grants	Dept. Regional Development	Non-operating	0	0	0	0	0		0	0	0	0
Community Development Grants	Dept. Regional Development	Operating	0	(3,000)	0	(3,000)	(3,000)		(3,000)	(7,910)	7,910	0
Crime Prevention	WA Police	operating - Tied	(25,000)	0	0	0			0		0	(25,000)
Lotterywest	LotteryWest	operating - Tied	(26,000)	0	0	0			0		0	(26,000)
Y Culture	Country Arts WA	operating - Tied	(3,000)	0	0	0			0		0	(3,000)
Home Maintenance Grant	Department for Communities	operating - Tied	(17,486)	0	0	0			0		0	(17,486)
Kidsport	Dept. Regional Development	operating - Tied	(10,796)	(10,000)	0	(10,000)	(10,000)		(10,000)	0	0	(10,796)
Recreation and Culture												
Grants - Recreation and Culture	LotteryWest	Non-operating	0	0	(50,000)	(50,000)	(50,000)		(50,000)	0	0	0
Transport												
Roads To Recovery Grant - Cap	Roads to Recovery	Non-operating	0	0	(444,000)	(444,000)	(444,000)		(444,000)	(438,119)	438,119	0
MRD Grants - Capital Projects	Regional Road Group	Operating	0	(109,284)	0	(109,284)	(109,284)	47,000	(62,284)	0	0	0
		Non-operating	0	0	(550,000)	(550,000)	(550,000)		(550,000)	(220,000)	220,000	0
Grant - Regional Road Group	Regional Road Group	Non-operating	0	0	0	0	0		0	(64,291)	64,291	0
Grant - Regional Road Group	Regional Road Group	Non-operating	0	0	(210,000)	(210,000)	(210,000)		(210,000)	(168,000)	168,000	0
Economic Services												
Main Road Heart of Nannup	Main Roads WA	Non-operating	0	0	(110,000)	(110,000)	(110,000)		(110,000)	0	0	0
FM Tower	South West Development Comm	Non-operating	0	0	(28,850)	(28,850)	(28,850)		(28,850)	(28,850)	28,850	0
			(872,435)	(921,296)	(1,394,950)	(2,316,246)	(2,316,246)	47,000	(2,269,246)	(1,576,000)	1,576,000	(872,435)
SUMMARY												
Operating	Operating Grants, Subsidies and Contributions		0	(284,510)	0	(284,510)	(284,510)	47,000	(237,510)	(117,726)	117,726	0
Operating - Tied	Tied - Operating Grants, Subsidies and Contributions		(854,883)	(636,786)	0	(636,786)	(636,786)	0	(636,786)	(465,304)	465,304	(854,883)
Non-operating	Non-operating Grants, Subsidies and Contributions		(17,552)	0	(1,394,950)	(1,394,950)	(1,394,950)	0	(1,394,950)	(992,970)	992,970	(17,552)
TOTALS			(872,435)	(921,296)	(1,394,950)	(2,316,246)	(2,316,246)	47,000	(2,269,246)	(1,576,000)	1,576,000	(872,435)

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2018

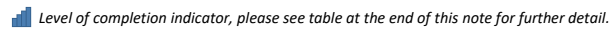
Note 12: Trust Fund

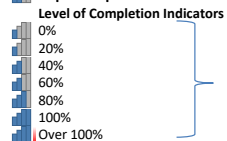
Funds held at balance date over which the Shire has no control and which are not included in this statement are as follows:

Description	Opening Balance 01 Jul 2017	Amount Received	Amount Paid	Closing Balance 31 Mar 2018
	\$	\$	\$	\$
BCITF Levy	0	7,607	5,855	1,752
BRB Levy	0	9,289	6,753	2,536
Bonds	39,859	5,573	(700)	44,732
Nomination Deposit	0	560	(560)	0
Donation Rec Centre Deposit	0	0	0	0
Nannup Community Bus	0	0	0	0
	39,859	23,028	11,347	49,020.21
				49,020
			Error	0.00

SHIRE OF NANNUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2018

Note 13: Capital Acquisitions

Assets	Account	YTD Actual			Amended Budget			egic Refer ence
		New/Upgrade	Renewal	Total YTD	Annual Budget	YTD Budget	YTD Variance	
		\$	\$	\$	\$	\$	\$	
								
Buildings								
Economic Services								
Caravan Park	4025	0	0	0	10,000	0	0	
Community Amenities Total		0	0	0	10,000	0	0	
Governance								
Administration Building	0564	10,355	0	10,355	10,000	0	10,355	
Governance Total		10,355	0	10,355	10,000	0	10,355	
Law, Order And Public Safety								
East Nannup Fire Shed	0751	0	0	0	0	0	0	
Buildings	0754	0	0	0	0	0	0	
Law, Order And Public Safety Total		0	0	0	0	0	0	
Recreation And Culture								
Capital Works Recreation Centre	2574	(3)	0	(3)	150,000	0	(3)	
Town Hall	2422	12,744	0	12,744	20,000	0	12,744	
Recreation And Culture Total		12,742	0	12,742	170,000	0	12,742	
Buildings Total		23,097	0	23,097	190,000	0	23,097	
Furniture & Office Equip.								
Governance								
Shire Office	0254	6,689	0	6,689	0	0	6,689	
Shire Offices	0584	4,218	0	4,218	20,500	0	4,218	
Governance Total		10,907	0	10,907	20,500	0	10,907	
Furniture & Office Equip. Total		10,907	0	10,907	20,500	0	10,907	
Plant , Equip. & Vehicles								
Governance								
Vehicle purchases - Office Staff	0544	29,103	0	29,103	74,000	74,000	(44,897)	
Governance Total		29,103	0	29,103	74,000	74,000	(44,897)	
Transport								
Purchase Of Plant	3564	304,381	0	304,381	312,000	312,000	(7,619)	
Loan Repayments L38	3604	0	0	0	0	0	0	
Transport Total		304,381	0	304,381	312,000	312,000	(7,619)	
Plant , Equip. & Vehicles Total		333,484	0	333,484	386,000	386,000	(52,516)	
Roads (Non Town)								
Transport								
Mowen Road	3130	0	0	0	0	0	0	
Local Road Construction	3170	1,140,029	0	1,140,029	1,109,126	1,109,126	30,903	
Footpath Program	3210	19,569	0	19,569	16,366	16,366	3,203	
Transport Total		1,159,598	0	1,159,598	1,125,492	1,125,492	34,106	
Roads (Non Town) Total		1,159,598	0	1,159,598	1,125,492	1,125,492	34,106	
Streetscapes								
Economic Services								
Mainstreet Upgrade	3264	15,008	0	15,008	218,590	218,590	(203,582)	
Economic Services Total		15,008	0	15,008	218,590	218,590	(203,582)	
Streetscapes Total		15,008	0	15,008	218,590	218,590	(203,582)	
Town Streets								
Town Streets Total		0	0	0	0	0	0	
Capital Expenditure Total		1,542,093	0	1,542,093	1,940,582	1,730,082	(187,989)	



Percentage YTD Actual to Annual Budget
Expenditure over budget highlighted in red.

31/03/2018

Att 12.5.1

List of Accounts Due & Submitted to Committee				
ACCOUNTS FOR PAYMENT - MARCH 2018				
EFT/ Cheque	Date	Name	Invoice Description	Amount
Shire of Nannup Municipal Fund				
EFT10367	08/03/2018	VISIMAX SAFETY PRODUCTS	STATIONERY	79.20
EFT10368	08/03/2018	MANIUMUP BOUNCY CASTLES	FAMILY FUN DAY EXPENSES	900.00
EFT10369	08/03/2018	DEAN GUJA	ENVIRONMENTAL HEALTH OFFICER	3974.00
EFT10370	08/03/2018	BUILT RIGHT APPROVALS	INSPECTION FEE FOR STAGE AT BROCKMAN STREET	495.00
EFT10371	08/03/2018	WASSA'S FORMWORK & CONCRETE	FOOTPATH EXPENSES	9522.70
EFT10372	08/03/2018	REDGATE LIME	RUBBLE FOR ROAD BASE	1463.00
EFT10373	08/03/2018	CHUBB FIRE & SECURITY	SERVICE CALL ON FIRE DETECTION EQUIPMENT AT REC CENTRE	192.35
EFT10374	08/03/2018	GEOGRAPHE UNDERGROUND SERVICES	LOCATION OF SERVICES - WARREN ROAD AND KEARNEY STREET	1716.00
EFT10375	08/03/2018	NANNUP LIQUOR STORE	REFRESHMENTS	54.98
EFT10376	08/03/2018	WEST AUSTRALIAN TOWER SERVICE	BALANCE DUE ON SUPPLY AND INSTALLATION OF FM TOWER	13189.00
EFT10377	08/03/2018	HAVERFORD PTY LTD	NETTING FOR PUMP TRACK	1140.00
EFT10378	08/03/2018	JASON WINDOWS	SCOTT RIVER VBFB SHED EXPENSES	3600.05
EFT10379	08/03/2018	JASON SIGNMAKERS	SIGNAGE EXPENSES	88.39
EFT10380	08/03/2018	NANNUP HARDWARE & AGENCIES	PINE SLEEPERS	1590.30
EFT10381	08/03/2018	NANNUP COMMUNITY RESOURCE CENTRE	PROVIDE FIRST AID COURSE - SES VOLUNTEERS	1050.00
EFT10382	08/03/2018	PRESTIGE PRODUCTS	CLEANING PRODUCTS	211.31
EFT10383	08/03/2018	THE PAPER COMPANY OF AUSTRALIA PTY LTD	STATIONERY	138.60
EFT10384	08/03/2018	ST. JOHN AMBULANCE	ST JOHN AMBULANCE FUND MONTHLY REIMBURSEMENT	89.00
EFT10385	13/03/2018	MJB INDUSTRIES	CONCRETE PIPING	3036.00
EFT10386	13/03/2018	CIVIC LEGAL	LEGAL EXPENSES	2775.30
EFT10387	13/03/2018	EDGE PLANNING & PROPERTY	PLANNING SERVICES	2502.72
EFT10388	13/03/2018	CITY & REGIONAL FUELS	FUEL EXPENSES	5811.52
EFT10389	13/03/2018	SCOPE BUSINESS IMAGING	PREVENTATIVE SERVICE PLAN	1047.98
EFT10390	13/03/2018	OFFICEWORKS	STATIONERY	212.53
EFT10391	13/03/2018	ANNE-MARIE JEFFS	SES BUILDING MAINTENANCE	60.00
EFT10392	13/03/2018	CLEANAWAY	WASTE COLLECTION	6955.58
EFT10393	13/03/2018	BELL FIRE EQUIPMENT	MINOR EQUIPMENT REPAIR	693.00
EFT10394	13/03/2018	BUSSELTON BUILDING PRODUCTS	EAST NANNUP VBFB SHED EXPENSES	805.75
EFT10395	13/03/2018	NANNUP HOTEL MOTEL	REFRESHMENTS	75.00
EFT10396	14/03/2018	HALIFAX CRANE HIRE PTY LTD	INSTALL SECTION - TOWER	907.50
EFT10397	14/03/2018	PHILIP ANDERSON	PAYMENT OF CROSSOVER SUBSIDY	800.00
EFT10398	14/03/2018	STEWART & HEATON CLOTHING CO. PTY LTD	NAME BADGE CARLOTTA BFB MEMBER	4.91
EFT10399	20/03/2018	MJB INDUSTRIES	CONCRETE PIPING	646.80
EFT10400	20/03/2018	B & B STREET SWEEPING PTY LTD	STREET SWEEPING PRIOR TO MUSIC FESTIVAL	1300.00
EFT10401	20/03/2018	BUSSELTON TOYOTA	NP000 VEHICLE MCS	12512.81
EFT10402	20/03/2018	BILL BUNBURY PRODUCTIONS	INTERVIEW ON NANNUP'S HISTORY WITH CHARLES GILBERT	500.00
EFT10403	20/03/2018	LORRAINE LEARMOND	YOUTH ACTIVITIES, COMMUNITY BUS DRIVING SERVICES	150.00
EFT10404	20/03/2018	SOUTH WEST ISUZU	EXCESS PAYMENT FOR INSURANCE CLAIM	500.00
EFT10405	20/03/2018	CITY & REGIONAL FUELS	FUEL EXPENSES	2042.50
EFT10406	20/03/2018	NANNUP DELI	FUEL EXPENSES	117.66
EFT10407	20/03/2018	ROBIN LORKIEWICZ	TRAVEL REIMBURSEMENT	87.88
EFT10408	20/03/2018	REBECCA MCVICAR	SCHOOL HOLIDAY PROGRAM	294.25
EFT10409	20/03/2018	NANNUP LIQUOR STORE	REFRESHMENTS FOR COUNCIL MEETINGS	335.88
EFT10410	20/03/2018	NANCY TANG	REFUND OF MONIES PAID FOR LIFETIME DOG REGISTRATION UPON STERILISATION, DIFFERENCE IN FEE	150.00
EFT10411	20/03/2018	AUSTRALIAN TAXATION OFFICE	BUSINESS ACTIVITY STATEMENT FEBRUARY 2018	6815.00
EFT10412	20/03/2018	LANDGATE	PURCHASE OF DATA FOR LOWER BLACKWOOD LANDCARE -REIMBURSEMENT PENDING INVOICE	550.00
EFT10413	20/03/2018	TOLL IPEC ROAD EXPRESS PTY LTD	FREIGHT CHARGES	161.11
EFT10414	20/03/2018	NANNUP HARDWARE & AGENCIES	MINOR EQUIPMENT	1089.92
EFT10415	20/03/2018	NANNUP NEWSAGENCY	STATIONERY	556.34
EFT10416	20/03/2018	NANNUP EZIWAY SELF SERVICE STORE	GAS BOTTLE	286.40
EFT10417	20/03/2018	TRACIE BISHOP	MINOR FURNITURE PURCHASED FOR MCS OFFICE	493.00
EFT10418	20/03/2018	WORTHY CONTRACTING	NANNUP WASTE MANAGEMENT FACILITY	11854.33
Total EFT Payments for period:				\$ 105,625.55
20262	13/03/2018	AUSTRALIA POST	POST OFFICE BOX RENEWAL 2018	127.00
20263	13/03/2018	TONY DEAN	CEO DEPARTING GIFT	500.00
20264	20/03/2018	BROADWATER PAGODA HOTEL	ACCOMMODATION -BUDGET WORKSHOP MCS	360.00
Total Cheque Payments for period:				\$ 987.00
DD10084.1	14/03/2018	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	SUPERANNUATION CONTRIBUTIONS	8434.38
DD10084.2	14/03/2018	ASGARD ELEMENTS - SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	432.40
DD10084.3	14/03/2018	LIFETRACK SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	595.46
DD10084.4	14/03/2018	FIRST WRAP PLUS SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	932.15
DD10084.5	14/03/2018	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	499.67
DD10084.6	14/03/2018	HOSTPLUS SUPER	SUPERANNUATION CONTRIBUTIONS	83.93
DD10084.7	14/03/2018	SUNSUPER SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	163.24
DD10085.1	28/03/2018	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	SUPERANNUATION CONTRIBUTIONS	7503.42
DD10085.2	28/03/2018	ASGARD ELEMENTS - SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	432.40
DD10085.3	28/03/2018	LIFETRACK SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	595.46
DD10085.4	28/03/2018	FIRST WRAP PLUS SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	932.15
DD10085.5	28/03/2018	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	513.01
DD10085.6	28/03/2018	HOSTPLUS SUPER	SUPERANNUATION CONTRIBUTIONS	149.91
DD10085.7	28/03/2018	BONNIE LOCH SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	46.51
DD10085.8	28/03/2018	SUNSUPER SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	163.24
DD10089.1	31/03/2018	CORPORATE CREDIT CARD - SHIRE OF NANNUP	CORPORATE CREDIT CARD FEBRUARY 2018	150.71
DD10089.2	31/03/2018	SGFLEET	SG FLEET MARCH 2018	1820.92
DD10089.3	31/03/2018	SYNERGY	SYNERGY MARCH 2018	2957.50
DD10089.4	31/03/2018	BOC LIMITED	BOC MARCH 2018	63.31
DD10089.5	31/03/2018	BP AUSTRALIA	BP MARCH 2018	439.59
DD10089.6	31/03/2018	WESTNET	WESTNET MARCH 2018	373.84
DD10089.7	31/03/2018	WATER CORPORATION	WATER CORPORATION MARCH 2018	9240.33
DD10089.8	31/03/2018	CALTEx AUSTRALIA	CALTEx MARCH 2018	717.56
DD10089.9	31/03/2018	TELSTRA	TELSTRA MARCH 2018	1830.06
DD10089.10	31/03/2018	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 37 MARCH 2018	1666.06
Total Direct Debit Payments for period:				\$ 40,737.21
Shire of Nannup Trust Fund				
Total Trust Payments for period:				\$ -
TOTAL MUNICIPAL PAYMENTS FOR PERIOD				\$ 147,349.76
TOTAL TRUST PAYMENTS FOR PERIOD				\$ -
TOTAL PAYMENTS FOR PERIOD:				\$ 147,349.76