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# Agreement for Restoration Works & Transfer of Lot 50 (No. 1) Surrey Street, Bassendean

Town of Bassendean

Perth History Association Inc



**McLEODS**

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# Details

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## Parties

### Town of Bassendean

of PO Box 87, Bassendean, Western Australia  
(Town)

### Perth History Association Inc (trading as Museum of Perth)

of 8-10 The Esplanade, Perth WA 6000  
(PHA)

## Background

- A The Town is registered as the proprietor of an estate in fee simple in the Land.
- B A building known as the Pensioner Guard Cottage (**Cottage**) and an existing residence (**Residence**) are located on the Land.
- C The Town wishes to transfer the Land to PHA.
- D Following an expression of interest process for the sale of Land and at its meeting held on 27 July 2021, the Council of the Town resolved to sell the Land to PHA subject to a number of conditions, including the following:

*'That Council:*

1. *Agrees to sell 1 (Lot 50) Surrey Street, Bassendean to the Perth History Association Inc. t/a Museum of Perth on the following basis:*
  - *Sale price: \$1 (one dollar); and*
  - *Condition of sale: The purchaser shall enter into a formal contract of sale with the Town of Bassendean, with terms relating to the following, and secured by an absolute caveat; registered upon the Certificate of Title at settlement:*
    - *the purchaser, to the satisfaction of the Town, to provide, as a minimum, community access to the Pensioner Guard Cottage on a monthly basis;*
    - *the purchaser, to the satisfaction of the Town, to undertake restoration of the existing Residence over a period of up to four years (and thereafter maintain both buildings), in accordance with the staged implementation plan provided by the purchaser to the seller dated May 2021 and as contained in its expression of interest submission;*
    - *if the restoration is not completed within four years (or such other time as is agreed with Council), the Town is able to purchase back the site for \$1 (one dollar);*
    - *the site is not permitted to be subdivided; and*

2. *Requests the Chief Executive Officer undertake the actions required to finalise the disposal.*

**(Resolution Conditions)**

- E In consideration of the sale of the Land by the Town to PHA and to comply with the Resolution Conditions, PHA has agreed that it will, amongst other things, undertake and complete the Restoration Works by the Restoration Works Completion Date in accordance with the provisions of this Agreement.
- F The parties have agreed to enter into this Agreement to set out the terms and conditions of their agreement in relation to the sale of the Land by the Town to PHA.

## Agreed Terms

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### 1. Definitions & Interpretation

#### 1.1 Definitions

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

**Authorised Person** means:

- (a) an agent, employee, contractor, servant, licensee or invitee of PHA (other than the Town or any officer, agent, employee, contractor or other person under the control of the Town) ; and
- (b) any person visiting the Land with the express or implied consent of any person mentioned in paragraph (a);

**Authority** means a government, semi government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body even if corporate or privatised;

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

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

**General Conditions** means the 2018 Joint Form of General Conditions for the Sale of Land, a copy of which is attached to this Agreement as **Annexure 2**;

**Implementation Plan** means the indicative works schedule, a copy of which is attached to this Agreement as **Annexure 1**;

**Local Government Act** means the *Local Government Act 1995* (WA);

**Land** means Lot 50 on Plan 9441 and being the whole of the land comprised in Certificate of Title Volume 1524 Folio 213;

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

**Party** means the Town or PHA according to the context;

**Purchase Price** means the purchase price for the Land, being the amount of \$1.00 (inclusive of GST),

**Restoration Works** means the works necessary to restore the Residence as detailed in the Implementation Plan in accordance with this Agreement and any plans approved by the Town;

**Restoration Works Completion Date** means the date four (4) years from the Settlement Date, or such other date as agreed by the Parties;

**Settlement** means the completion of the transfer of the Land from the Town to PHA in accordance with this Agreement;

**Settlement Date** the date which is 21 days following signing of this Agreement, or such other date as agreed to by the Parties by in writing;

**Specified Encumbrances** means Memorial F371655;

**Transfer of Land Act** means the *Transfer of Land Act 1893* (WA).

## 1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) headings, underlines and numbering do not affect the interpretation or construction of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;
- (e) references to parts, clauses, parties, annexures, exhibits and schedules are references to parts and clauses of, and parties, annexures, exhibits and schedules to, this Agreement;
- (f) a reference to any statute, regulation, proclamation, ordinance or local law includes all statutes, regulations, proclamations, ordinances or local law varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and local laws issued under that statute;
- (g) no rule of construction shall apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Agreement or any part of it; and
- (h) a reference to any thing (including any real property) or any amount is a reference to the whole and each part of it;
- (i) reference to the parties includes their personal representatives, successors and lawful assigns;
- (j) where a reference to a party includes more than one person the rights and obligations of those persons shall be joint and several;
- (k) the Schedule and Annexures (if any) form part of this Agreement.

## 2. Transfer of the Land

### 2.1 Town's Covenants

The Town agrees with PHA that:

- (a) in consideration for the Purchase Price; and
- (b) subject to the provisions of this Agreement,
  - (i) to transfer to PHA the Land free from all encumbrances (other than the Specified Encumbrance) by the Settlement Date; and
  - (ii) to sign a Transfer of Land document and sign all other documents necessary to effect the transfer of the Land to PHA.

## **2.2 PHA's Covenants**

In consideration of the Town transferring the Land to PHA as agreed in this Agreement, PHA COVENANTS AND AGREES with the Town that PHA shall:

- (a) at its cost prepare any necessary Transfer of Land documentation to enable the transfer of the Land to PHA;
- (b) bear all the costs and disbursements associated with the preparation of any necessary Transfer of Land documentation and stamping and registration of the Transfer of Land document;
- (c) pay all costs of effecting the settlement of the sale of the Land from the Town to PHA, including the Town's solicitors' costs of and incidental to acting for the Town in the settlement of the transfer of the Land.

## **2.3 General Conditions incorporated**

- (1) The Town and PHA agree that the General Conditions are incorporated into this Agreement, so far as they are not varied by or inconsistent with the express terms of this Agreement and shall apply to the transfer of the Land.
- (2) Words defined in the General Conditions have the same meaning when used in this Agreement.
- (3) Where the provisions of the General Conditions are in conflict with the provisions of this Agreement, the provisions of this Agreement shall prevail.

## **2.4 Settlement Date**

Settlement shall occur on the Settlement Date, or such other date as agreed to by the Parties in writing.

## **2.5 Payment of Purchase Price**

Payment of the Purchase Price will be made to the Town by PHA on or at Settlement.

## **2.6 No representations by Town**

The Town and its agents and employees make no representations or warranties as to the standard or quality of the Land, and PHA acknowledges that it has made and relies upon its own enquiries and thorough inspection of:

- (a) any buildings comprising the Land; and
- (b) the condition of the soil comprising the Land.

## **2.7 PHA's Acknowledgements**

- (1) PHA acknowledges that prior to the entry into this Agreement it has satisfied himself:

- (c) by enquiry of the Town and other appropriate authorities, of the use to which the Land may be put and its zoning and of any development which may take place and the manner in which it may be carried out and of all restrictions relating to development;
- (d) by enquiry and, if PHA has thought fit to obtain a survey, by survey, of the location of the boundaries of the Land and the area of that land;
- (e) by perusal, examination and enquiry of all the local, public, statutory and governmental authorities and instrumentalities as to the terms, conditions, locations and proposals of any road widenings, resumptions or reserves and any other matter which may affect the Land;
- (f) by its own independent valuations and reports, the value of the Land;
- (g) by perusal, examination and enquiry of the terms, covenants and conditions of and the rights, interests and obligations and liabilities arising from any encumbrances;
- (h) by its own examination of the present and future economic feasibility, viability and economic return of the Land;
- (i) by physical examination that the Land offered for sale and inspected by the Town is identical to the Land described in this Agreement; and
- (j) by physical examination and enquiry as to the fitness and suitability of the Land for any particular purpose;

and PHA enters and is deemed to enter into this Agreement in reliance solely upon that examination, inspection and enquiry and not upon any or any alleged statement, warranty, condition or representation whatsoever made to or alleged to have been made to PHA by the Town or any person on behalf of the Town.

## **2.8 Latent Defects**

PHA acknowledges that the Land is subject to all defects (if any) latent or patent and whether or not they could or should have been recognisable upon an inspection by PHA of the Land.

## **2.9 Hazardous Substances**

PHA acknowledges that:

- (a) the Town has made no representation and given no warranty as to the existence of any hazardous or noxious substances on, in or emanating from the Land; and
- (k) it shall not be entitled to bring any claim or proceedings against the Town in the event that any noxious or hazardous substances are found on, in or emanating from the Land and acknowledges that this Agreement may be pleaded in bar to any claim for loss or injury arising out of the existence of any noxious or hazardous substance on, in or emanating from the Land.

# **3. Restoration Works**

## **3.1 General**

PHA agrees, that at its cost, that it will initiate, coordinate, supervise and complete the Restoration Works in accordance with the terms of this Agreement.

## **3.2 PHA's Responsibilities**

PHA is responsible and liable for all acts or omissions of any Authorised Person on or about the Land in connection with the Restoration Works and for any breach by them of any covenants or terms in this Agreement required to be performed or complied with by PHA.

### **3.3 Fencing to Prevent Public Access**

PHA agrees with the Town that:

- (a) during the undertaking of the Restoration Works, PHA shall at PHA's cost ensure that, for public safety, the public shall not be permitted access to the Residence at any time by erecting signage and fencing around the site of the Restoration Works which must comply with, and be erected in accordance with, any relevant Australian Standard(s); and
- (b) PHA will be responsible for the maintenance and the cost of maintenance of such fencing during the Restoration Works.

## **4. PHA to Complete Restoration Works**

### **4.1 PHA to Restoration Works**

- (1) PHA covenants and agrees with the Town:
  - (a) that it will not carry out, nor permit the carrying out of any development (which includes any Restoration Works) on the Land without first obtaining the necessary planning approval, building permit and any other necessary approval; and
  - (b) at its own expense complete or procure the completion of the Restoration Works in accordance with:
    - (i) any planning approvals issues by the relevant approval Authority;
    - (ii) the Town's specifications;
    - (iii) and any other plans approved by the Town or any Authority; and
    - (iv) any approvals or permits issued by the Town or any Authority;
  - (c) use reasonable endeavours to ensure completion of the Restoration Works by the Restoration Works Completion Date.

### **4.2 Extension of Restoration Works Completion Date**

- (1) Subject to this clause, the Parties agree that the Restoration Works Completion Date may be extended for a reason or reasons beyond the reasonable control of PHA, including but not limited to:
  - (a) external market circumstances;
  - (b) acts of God, including fire, bushfire, lightning, storm, tidal wave, cyclone, hurricane, earthquake, landslide, mudslide, washouts and flood;
  - (c) epidemics, public health scares or outbreaks of disease;
  - (d) war, revolution or other state of armed hostility of a like nature;
  - (e) insurrection, civil disturbances or riot;

- (f) collisions or accidents which constitute a major catastrophe, an example being an aircraft crash or nuclear contamination;
  - (g) unavailability or lack of reasonable availability in the State of labour and or building and construction materials; and
  - (h) a strike, lockout, or other industrial disturbance or restraint of labour, involving employees.
- (2) If **sub clause (1)** applies PHA may extend the Restoration Works Completion Date by the same number of days by which PHA is delayed as a result of any causes referred to in that sub clause. Where such causes operate simultaneously, the days must be counted concurrently and not accumulatively.
- (3) PHA must provide to the Town reasonable evidence within a reasonable period of time as to the reason for and the extent of the delay and the reasonable steps taken by PHA to overcome that delay.

## 5. Conservation and Maintenance of Cottage and Residence

### 5.1 Maintenance: General Obligations

- (a) PHA shall not:
- (i) demolish or permit the demolition of any part of the Cottage and/or Residence;
  - (ii) without prejudice to the generality of paragraph (a) do or permit to be done anything on or in relation to the external built form of the Cottage and/or the Residence which adversely affects the cultural heritage significance or characteristics of the Cottage and the Residence;

without the written approval of the Town which consent will not be unreasonably withheld having regard to the purposes of this Deed.

For the avoidance of doubt, the Town will not give approval for this clause unless it is reasonably satisfied that the intended work will not adversely affect the cultural heritage significance, architectural, historical or townscape value of the built form of the Cottage and the Residence.

- (b) PHA shall maintain the built form of the Cottage and the Residence in accordance with the Implementation Plan and in a proper, safe and sound state of repair and condition in all respects to the reasonable satisfaction of the Town.

### 5.2 Development Consistent with Implementation Plan

Notwithstanding any other provision of this Deed, the PHA AGREES that any development on or to the place or any improvements, alterations or other works carried out in respect of the built form of the Cottage and/or the Residence shall be carried out in accordance with the 2007 Conservation Management Plan.

### 5.3 Insurance

PHA must maintain an insurance policy with a reputable insurance company, sufficient to enable full and proper restoration of the built form of the Cottage and the Residence in the case of damage.

### 5.4 Access to Cottage

PHA agrees with the Town to permit the public to access the Cottage on at least a monthly basis, with the days and times to be agreed by the PHA and the Town..

## 6. Charge & Caveat

### 6.1 Charge & Caveat

With effect from the Settlement Date, PHA CHARGES its interest in the Land in favour of the Town with the performance of PHA's obligations under **clause 4.1** and with the payment of all or any moneys payable or which may become payable by PHA to the Town pursuant to this Agreement and for the purpose of securing the same authorises the Town to lodge an absolute caveat at Landgate against the Certificate(s) of Title to the Land or any parts thereof for the purpose of securing such obligations.

### 6.2 Disposal Restrictions

With effect from the Settlement Date, in the event PHA wishes to sell, transfer, mortgage, lease, charge, assign or otherwise dispose of or encumber the Land or any part or interest therein, the Town shall temporarily withdraw any caveat lodged by the Town pursuant to this Agreement from the Land to permit such registration PROVIDED:

- (a) PHA is not in default of any of its obligations under this Agreement;
- (b) the person to whom any such right or interest in the Land is to be granted has first executed a deed (or in the case of a mortgagee an undertaking satisfactory to the Town), prepared by the Town's solicitors at the cost of PHA or that person, whereby that person covenants to observe and comply with the covenants, conditions and stipulations herein contained (including this **clause 6.2**) as the Town shall require as if that person had been a party to this Agreement; and
- (c) the Town is entitled to re-lodge its absolute caveat over the Land following the registration of the transfer or mortgage.

## 7. No fetter of Town's Discretion

PHA acknowledges and agrees:

- (a) the Town is a local government established by the *Local Government Act 1995* (WA);
- (l) in its capacity as a local government, the Town will be obliged to comply with statutory obligations imposed by law; and
- (m) no provision of this Agreement may unlawfully restrict or otherwise fetter the discretion of the Town in the lawful exercise of any of its functions and powers as a local government (as distinct from a commercial participant in the terms and conditions of this Agreement),

provided that this clause will not serve to relieve the Town from responsibility for performance of its obligations arising pursuant to this Agreement, except to the extent necessary to avoid any unlawful restriction or fetter of the Town's discretion.

## 8. No Assignment

The rights, duties and obligations of PHA under this Agreement are not assignable but are personal to PHA.

## 9. Option to Re-Purchase the Land

If PHA does not complete the Restoration Works within the timeframe specified in **clause 4.1** of this Agreement, or comply with the conditions of this Agreement as specified in **clause 4**, unless the Parties otherwise agree:

- (a) the Town shall have the option of giving PHA 14 days' notice in writing to re-purchase the Land for an estate in unencumbered fee simple in possession from PHA for the Purchase Price and in addition PHA shall reimburse the Town the following amounts:
  - (i) the Town's advertising costs including any costs associated with complying with sections 3.58 and 3.59 of the *Local Government Act 1995* and any other costs or expenses paid by the Town in order to effect the sale of the Land to PHA;
  - (ii) the Town's solicitor's costs and disbursements on the sale of the Land to PHA including any GST payable in respect of the sale of the Land; and
  - (iii) the Town's solicitor's costs and disbursements on the re-purchase of Land by the Town including any duty payable in respect of the re-purchase.

## 10. No Subdivision of Land or Buildings

PHA hereby COVENANTS AND AGREES with the Town that it will not seek to subdivide the Land, which for the purposes of this Agreement includes the strata-titling of any buildings on the Land and the survey-strata titling of the Land.

## 11. Power of Attorney

In order to effect the transfer in **clause 11** of this Agreement, PHA irrevocably appoints the Town as its attorney for and on its behalf and agrees with the Town:

- (a) to execute a Power of Attorney in registrable form within 14 days of the date of execution of this Deed (Power of Attorney) the costs of preparation and lodgement at Landgate shall be borne by PHA;
- (b) if the Town properly exercises the Power of Attorney PHA indemnifies and covenants at all times to keep indemnified the Town in respect of all claims, demands, and liabilities of whatsoever nature and howsoever arising (each a Claim) from any person in respect of any act, matter or thing done or attempted to be done by the Town under this clause except to the extent that the Claim is caused or contributed by the act, neglect or default of the Town or any of its employees, agents or contractors or anyone acting on its or their behalf or with its or their authority;
- (c) if PHA fails to execute the Power of Attorney in accordance with clause (a) of this **clause 11** then it shall be in default of this Agreement and the Town shall be entitled to issue a notice of default to PHA requiring execution of the Power of Attorney within 14 days of the date of the notice, non-compliance of which shall entitle the Town to terminate this Agreement.

## 12. GST

### 12.1 Interpretation

In this **clause 12**:

- (a) **GST Law** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*;

- (n) subject to paragraph (c), expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning; and
- (o) GST has the meaning given to it in the GST Law and in addition includes amounts payable by way of penalties and interest.

## **12.2 GST-exclusive consideration**

All consideration which the recipient provides to the supplier for a supply under this document is exclusive of any GST payable on the supply.

## **12.3 Payment of GST**

If GST is payable by the supplier, or by the representative member for a GST group of which the supplier is a member, on a supply made under this document, the recipient will pay to the supplier an amount equal to the GST payable on the supply.

## **12.4 Timing of GST payment**

Subject to **clause 12.5**, the recipient will pay the amount referred to in **clause 12.3** in addition to and at the same time as the consideration for the supply is to be provided under this document.

## **12.5 Tax invoice**

The supplier must provide a tax invoice to the recipient before the supplier is entitled to payment of an amount under **clause 12.3**. The recipient can withhold payment of the amount until the supplier provides a tax invoice.

## **12.6 Adjustment event**

If an adjustment event arises in respect of a taxable supply made by the supplier under this document, the amount payable by the recipient under **clause 12.3** will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires. Payment of the amount payable need not be made until the payor receives an adjustment note from the payee.

## **12.7 Reimbursements**

Where the recipient is required under this document to pay, reimburse or indemnify an expense or outgoing of the supplier, the amount to be paid, reimbursed or indemnified by the recipient will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the supplier is entitled; and
- (p) if the payment or reimbursement is subject to GST, an amount equal to that GST.

## **12.8 No merger**

This **clause 12** does not merge on the completion of this document.

## **13. Relationship of parties**

Nothing contained or implied in this Agreement constitutes a party the partner, joint venture partner, agent, or legal representative of the other party for any purpose or creates any partnership, agency or trust, and no party has any authority to bind another party in any way.

## 14. Notice

### 14.1 Notice requirements

Any notice, demand, approval, consent or other communication under this Agreement (Notice) must be in writing and must be delivered:

- (a) personally;
- (q) by facsimile; or
- (r) by prepaid registered post,

to a party at:

- (i) the address of the party set out in this Agreement; or
- (ii) such other contact details as the party may from time to time notify to the other party for the purposes of, and in accordance with, this clause.

### 14.2 When Notices considered given and received

A Notice given in accordance with **clause 14.1** takes effect when received (or such later time as specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (s) if sent by prepaid post, two Business Days after the date of posting (or five Business Days after the date of posting if posted to or from outside Australia); or
- (t) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the Notice, unless within four business hours (being a period of time between 9:00 am and 5:00 pm on a Business Day) after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5:00 pm on a Business Day, the Notice is taken to be received at 9:00 am on the Business Day after that delivery, receipt or transmission.

## 15. Variation

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

## 16. Waiver

### 16.1 No general waiver

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

### 16.2 Partial exercise of right power or privilege

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

## 17. Acts by agents

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

## 18. Statutory powers

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

## 19. Further assurance

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

## 20. Severance

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

## 21. Moratorium

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

## 22. Costs

Each party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

## 23. Dispute resolution

- (1) If a party claims that a dispute has arisen under or in connection with this Agreement (**Dispute**), that party must give notice of the Dispute (**Dispute Notice**) to the other party specifying the nature of the Dispute.
- (4) Dispute cannot be the subject of litigation until the provisions of **clauses 23(3), 23(4) and 23(5)** have been complied with (except where a party seeks urgent interlocutory relief from a court, in which case that party does not need to comply with those clauses before seeking such relief).
- (5) Within 5 Business Days of the date on which the Dispute Notice is given (or such other period as agreed between the parties to the Dispute), each of the parties to the Dispute must meet to negotiate in good faith and seek to resolve the Dispute, but shall be under no obligation to agree.
- (6) If the Dispute is not resolved under **clause 23(3)** within 15 Business Days of the date on which the Dispute Notice is given (or such other period agreed between the parties to the Dispute), the Dispute must be referred to senior executives nominated by each of the parties to the Dispute (**Senior Executives**), who must meet to negotiate in good faith and seek to resolve the Dispute, but shall be under no obligation to agree.
- (7) If the Dispute is not resolved under **clause 23(4)** within 15 Business Days of the date on which the dispute was referred to the Senior Executives, the Dispute will be determined by a single

arbitrator under the provisions of the *Commercial Arbitration Act 2012* (WA) and the Town and PHA may each be represented by a legal practitioner.

- (8) Any other matter or dispute may by agreement be sought to be resolved by reference to this **clause 23** however; if this Agreement does not specifically limit the Parties otherwise, then the Parties other legal rights or remedies are not restrained by this **clause 23**.



# Signing page

EXECUTED 13 October

2021.

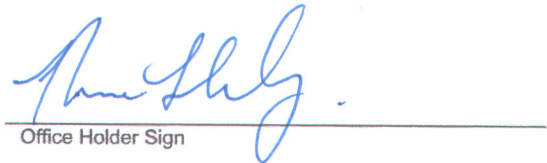
THE COMMON SEAL of PERTH HISTORY ASSOCIATION INC was hereunto affixed pursuant to the constitution of the PHA in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the PHA indicated under his or her name-

  
Office Holder Sign

DIANA WARNOCK  
Name:

12/40 MAINT ST  
XX. PERTH 6005  
Address:

CHAIR  
Office Held:

  
Office Holder Sign

Reece Harley  
Name:

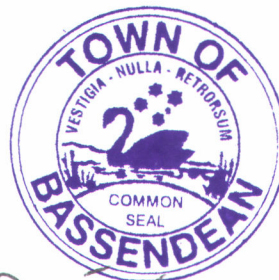
18 Lacey St Perth WA 6000  
Address:

Executive Director.  
Office Held:

THE COMMON SEAL of the TOWN OF BASSENDEAN was affixed in the presence of -

  
Signature of Mayor

  
Signature of Chief Executive Officer



Renee Joy McLennan  
Full name of Mayor

Peta Maree Mabbs  
Full name of Chief Executive Officer

# Annexure 1 – Implementation Plan

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# Annexure 2 – 2018 Joint Form of General Conditions

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## Implementation Plan / Indicative Works Schedule

**Residence** - The residence is in need of significant restoration over-time. These works have been broken down into an indicative timeline below:

### Year 1:

1. Full asbestos and termite Inspection and remediation prior to commencement of works;
2. Strengthening and repair of 'modern' concrete slab roof at rear of residence (anti-rust treatment of exposed iron), securing additional iron mesh grid to the underside of the slab, regrouting and concreting over the grid to secure;
3. Reinstatement of ceilings underneath concrete slab;
4. Inspect box gutters and flashing and undertake restoration or reconstruction works. All materials to be galvanised.
5. When satisfied that the drainage situation is consolidated, undertake conservation works to the external and interior walls and the ceilings throughout;
6. Repair ceilings and cornices in the main house;
7. Repair and strengthening cracked masonry walls and possible future underpinning of foundations as per Engineer's report;
8. Repainting throughout residence;
9. Repair cracked lintels above windows and doorways;
10. Install a 100x10 FMS lintel under the brickwork of the rear doorway.

### Year 2:

1. Repair all exterior doors and windows;
2. Reinststate the separate verandah roof and re clad the existing timber framed roof over the residence, and the verandah, with short sheets of galvanised iron cladding to reinststate the original bell-shaped, corrugated iron design as per figures 1 & 2 below;
3. Reinststate timber verandah posts;
4. Reinststate west verandah;
5. Demolish intrusive fibro addition to west verandah;
6. Remove concrete verandah floor, and replace with timber verandah on stumps, to facilitate subfloor cross ventilation and minimize the impact of rising damp;
7. Relocate identified roof strut in the south-east corner to sit on top of the wall and have the base of the strut either chocked or bolted to a beam to restrain it from moving laterally;
8. Restrain other struts as above;
9. Refix rafters to the ridgeboard with skew nails or framing angle;
10. Repair and restore exposed ends of rafters;
11. Restore external window frames, door frames, and other painted detailing and prepare for painting;
12. Restore chimneys and fireplace surrounds and make functional;
13. Replace concrete ramp to west of Residence to join the Cottage and Residence with a wheelchair-accessible route;

14. Widen door to West of main living room to join accessible ramp.

Year 3:

1. Restore interior wooden floors;
2. Bathroom renovations to rear of residence to address accessibility requirements of a "public building";
3. Works to brick "wash house" behind Cottage to create a separate accessible bathroom and Volunteers tea-prep / kitchen facility so that Pensioner Guard Cottage can operate independently of Residence if required in the future;
4. Landscaping and replanting to the front, side and rear of both properties;
5. New interior and exterior lighting throughout.

**Cottage** - The Pensioner Guard Cottage is in need of a range of both structural and aesthetic works:

Year 1:

1. Monitoring cracks that are evident in the walls and repair as necessary;
2. Securing the roof and restoring and / or replacing any shingles.

Year 2

1. Addressing / replacing the inauthentic ridge-capping over the top of the shingles;
2. reinstating a ledge and brace front door per original
3. restoring external window frames, door frames, and other painted detailing and preparing for painting.

The Perth History Association has a vision for the site, and the necessary experience in heritage restoration, fundraising, research, project management and managing teams of contractors and volunteers to be able to restore and preserve the property