



Alpine Shire

ORDINARY COUNCIL MEETING

MINUTES

M11 – 14 November 2017

Bright Council Chambers

7:00pm



Notice is hereby given that the next **Ordinary Meeting** of the **Alpine Shire Council** will be held in the Council Chambers, Great Alpine Road, Bright on **14 November 2017** commencing at **7:00pm**.

PRESENT

COUNCILLORS

Cr John Forsyth

Cr Tony Keeble

Cr Ron Janas

Cr Kitty Knappstein

Cr Sarah Nicholas

Cr Daryl Pearce

OFFICERS

Mr Charlie Bird – Chief Executive Officer

Ms Nathalie Cooke – Director Corporate

Mr William Jeremy – Director Assets

APOLOGIES

Cr Peter Roper



AGENDA

1	INTERIM CHAIRPERSON.....	331
2	RECORDING AND LIVESTREAMING OF COUNCIL MEETINGS.....	331
3	ACKNOWLEDGEMENT OF TRADITIONAL CUSTODIANS, and RECOGNITION OF ALL PEOPLE.....	331
4	CONFIRMATION OF MINUTES.....	331
4.1	ORDINARY COUNCIL MEETING – M10.....	331
5	APOLOGIES.....	332
6	OBITUARIES / CONGRATULATIONS.....	332
7	DECLARATIONS BY COUNCILLORS OF CONFLICT OF INTEREST.....	332
8	PUBLIC QUESTIONS ON AGENDA ITEMS.....	332
9	PRESENTATION OF REPORTS BY OFFICERS.....	333
9.1	CHIEF EXECUTIVE OFFICER – CHARLIE BIRD.....	333
9.1.1	Mayoral Term.....	333
9.1.2	Election of Mayor.....	334
9.1.3	Election of Deputy Mayor.....	336
9.2	DIRECTOR ASSETS – WILLIAM JEREMY.....	337
9.2.1	Contract 1707801 - Alpine Better Places: Myrtleford (Stage 1) - Standish Street Roundabout.....	337
9.2.2	Alpine Events Park – Multipurpose Facility Construction Update.....	340
9.3	DIRECTOR CORPORATE – NATHALIE COOKE.....	343
9.3.1	Quarterly Report - Council Plan.....	343
9.3.2	CCTV Surveillance Camera Policy No. 93.....	346
9.3.3	Risk Management Policy.....	350
9.3.4	Dinner Plain Design Guidelines.....	353
9.3.5	Planning Application 5.2017.105.1 - Four Lot Re-Subdivision and Modification of an Access to a Road Zone 1.....	357
10	ASSEMBLY OF COUNCILLORS.....	373
11	GENERAL BUSINESS.....	374
12	MOTIONS FOR WHICH NOTICE HAS PREVIOUSLY BEEN GIVEN.....	374
13	RECEPTION AND READING OF PETITIONS.....	374
14	DOCUMENTS FOR SEALING.....	375



1 INTERIM CHAIRPERSON

Under section 72(2) of the *Local Government Act 1989*, 'the office of Mayor becomes vacant at 6 a.m. on the day of a general election'.

Division 2 of Council's Local Law No.1 Council Administration provides that 'the Chief Executive Officer is to preside at the election of Mayor'.

The Chief Executive Officer assumed the role of Interim Chairperson to deal with Items 2 to 9.1.3 of this Agenda.

2 RECORDING AND LIVESTREAMING OF COUNCIL MEETINGS

The CEO read the following statement:

All council meetings are filmed with both video and audio being recorded.

Video is focused on a specific area however audio from the entire room is captured.

By speaking during question time, or at any time during the meeting, you consent to your voice and any comments you make being recorded.

In common with all narrative during council meetings verbal responses to congratulations, obituaries and question time will not be recorded in the written minutes.

The reasoning behind recording council meetings is of course to hold us more accountable and improve transparency of council's decision making to our community.

The full meeting is being streamed live on Council's YouTube channel which is "Alpine Shire Council" and will also be available on the YouTube channel shortly after this meeting.

3 ACKNOWLEDGEMENT OF TRADITIONAL CUSTODIANS, AND RECOGNITION OF ALL PEOPLE

The CEO read the following statement:

The Alpine Shire Council acknowledges the traditional owners of the land we are now on.

We also acknowledge those people who have contributed to the rich fabric of our community and strive to make wise decisions that will improve the quality of life for all.

4 CONFIRMATION OF MINUTES

4.1 ORDINARY COUNCIL MEETING – M10

Cr Keeble

Cr Janas

That the minutes of Ordinary Council Meeting M10 held on 2 October 2017 as circulated be confirmed

Carried



5 APOLOGIES

Cr Peter Roper

6 OBITUARIES / CONGRATULATIONS

Refer to Alpine Shire Council's website www.alpineshire.vic.gov.au for its YouTube live-stream recording for responses to obituaries and congratulations.

7 DECLARATIONS BY COUNCILLORS OF CONFLICT OF INTEREST

Nil

8 PUBLIC QUESTIONS ON AGENDA ITEMS

Refer to Alpine Shire Council's website www.alpineshire.vic.gov.au; for its YouTube live-streaming recording for responses to questions.



9 PRESENTATION OF REPORTS BY OFFICERS

9.1 CHIEF EXECUTIVE OFFICER – CHARLIE BIRD

9.1.1 Mayoral Term

INTRODUCTION

The *Local Government Act 1989* (the Act) sets out several requirements for the election of Mayor including the timing of the election of Mayor and the length of the term.

The Mayor must be elected after the fourth Saturday in October but not later than 30 November each year.

Council may resolve to elect a Mayor for a term of two years under section 71(2) of the Act. If Council does not choose a two-year option, Section 71(3) of the Act determines that the election of Mayor must occur 'each year'. Therefore Council must determine a one or two year term for the Mayor.

The Chief Executive Officer will call for a motion to set the term of the Office of the Mayor (one year or two years).

Cr Forsyth

Cr Pearce

That the Mayor be elected for a one year term.

Carried



9.1.2 Election of Mayor

INTRODUCTION

The *Local Government Act 1989* sets out the requirements for the election of Mayor.

Section 71(1) of the Act requires the Mayor to be elected at a meeting that is open to the public.

Any Councillor is eligible for election or re-election to the office of Mayor under section 72 of the Act.

Precedence and Functions of Mayor

Section 73 of the Act sets out the precedence of the Mayor:

- The Mayor of a Council takes precedence at all municipal proceedings within the municipal district.
- The Mayor must take the chair at all meetings of the Council at which he or she is present.
- If there is a vacancy in the office of Mayor or the Mayor is absent, incapable of acting or refusing to act, the Council must appoint one of the Councillors to be the acting Mayor.
- An acting Mayor may perform any function or exercise any power conferred on the Mayor.

Section 73AA of the Act specifies that the functions of the Mayor may include:

- providing guidance to Councillors about what is expected of a Councillor including in relation to the role of a Councillor, and the observation of the Councillor conduct principles and the Councillor Code of Conduct by Councillors; and
- acting as the principal spokesperson for the Council; and
- supporting good working relations between Councillors; and
- carrying out the civic and ceremonial duties of the office of Mayor.

The Chief Executive Officer will call for nominations and a seconder for the Office of Mayor in accordance with Council's 'Election to the office of Mayor and Deputy Mayor' procedure.

Cr Janas was nominated by Cr Knappstein

Cr Nicholas seconded the nomination

Cr Janas accepted the nomination



MAYORAL RESPONSE

The Chief Executive Officer will invite the newly elected Mayor to address the meeting.

The Interim Chairperson vacates the Chair and the Mayor assumes the Chair.



9.1.3 Election of Deputy Mayor

The *Local Government Act 1989* only requires Council to elect a Mayor. There is no requirement under the Act to elect a Deputy Mayor.

The position of Deputy Mayor is determined by each council. Historically Alpine Shire Council has elected a Deputy Mayor.

Section 73(3) of the Act stipulates that *'if there is a vacancy in the office of Mayor or the Mayor is absent, incapable of acting or refusing to act, the Council must appoint one of the Councillors to be the acting Mayor'*. Council has traditionally appointed the Deputy Mayor to be the councillor to act on behalf of the Mayor.

Council has also historically aligned the length of the term of the Deputy Mayor to that of the office of the Mayor.

The Mayor will call for a motion to determine if Council wishes to appoint a Deputy Mayor for the purposes of Section 73(3) of the Local Government Act 1989, to act if the Mayor is absent, incapable of acting or refusing to act.

In the event that Council wishes to appoint a Deputy Mayor, the Mayor will call for motions to:

1. *set the term of office of the Deputy Mayor; and*
2. *call for nominations and a seconder for the position of Deputy Mayor in accordance with Council's 'Election to the office of Mayor and Deputy Mayor' procedure.*

Cr Forsyth

Cr Knappstein

That:

1. *Council appoint a Deputy Mayor*
2. *The term of office of the Deputy Mayor be aligned to the term of office of the Mayor.*
3. *The Deputy Mayor be appointed the acting Mayor in the circumstances outlined in section 73(3) of the Local Government Act 1989.*

Carried

Election of Deputy Mayor

Cr Nicholas was nominated by Cr Pearce

Cr Knappstein seconded the nomination

Cr Nicholas accepted the nomination



9.2 DIRECTOR ASSETS – WILLIAM JEREMY

9.2.1 Contract 1707801 - Alpine Better Places: Myrtleford (Stage 1) - Standish Street Roundabout

File Number: 70791.01

INTRODUCTION

This report relates to the award of Contract 1707801 - Alpine Better Places: Myrtleford (Stage 1) - Standish Street Roundabout. The work includes civil construction works and landscaping for the Standish Street Roundabout on the Great Alpine Road in Myrtleford.

Cr Pearce

Cr Forsyth

That Council:

Award Contract No. 1707801 for the Myrtleford (Stage 1) -Standish Street Roundabout to North East Civil Construction Pty Ltd for the lump sum price of \$646,915.26 + GST.

Carried

BACKGROUND

Council commenced its Alpine Better Places project in early 2015, with the aim of delivering detailed concept designs for priority projects in each of the town centres of Porepunkah, Bright and Myrtleford. Following an extensive process of community consultation and design, the Draft Detailed Concept Designs and the priority for implementing projects was adopted by Council in March 2016.

Council committed to deliver Stage 1 of the Myrtleford works (the Standish Street Roundabout) in the 2017/18 financial year. Detailed design and documentation was completed in September 2017 and the works subsequently tendered.

The Invitation to Tender was advertised in the Herald Sun on 13 September 2017, Border Mail on 16 September 2017, on Tenders.net and the Alpine Shire Council website. Tenders closed on Wednesday 11 October 2017.

The Tender documents were downloaded by 15 prospective tenderers and 4 tender submissions were received.

EVALUATION

The evaluation panel consisted of the Acting Director Assets, Acting Manager Asset Development and the Senior Project Engineer.

The Tenders were evaluated according to the key selection criteria listed in the Invitation to Tender:

- Price
- Qualifications and Previous Performance



- Delivery
- Social

Following the initial assessment of offers, only one of the tenders was shortlisted for further evaluation. The tenderer was invited to clarify aspects of their tender, present their proposed construction methodology and provide further detail on their traffic management strategy, supporting their ability to meet the required timeframes. Following the tender interview it was determined that the tender from North East Civil Construction (NECC) best met the selection criteria.

ISSUES

NECC has provided a traffic and pedestrian management strategy, detailing how pedestrian access will be maintained to businesses immediately adjacent to the work site throughout duration of the works. This was developed in consultation with the affected businesses. The strategy also details how vehicular traffic, including heavy vehicles and buses will be managed during the construction. A full time pedestrian/traffic controller will be on site throughout the construction period.

The roundabout construction will result in the loss of two existing short-term car parking spaces outside the Myrtleford Bakehouse on Myrtle Street. The loss of the parking bays will result in an increased footpath area with additional seating outside the bakery, and the two adjacent parking bays which are currently unrestricted will be designated short-term parking. Following completion of the upgrade works along Myrtle Street in 2019, the impact of the Alpine Better Places project will be no net loss of parking spaces in Myrtleford.

Three existing trees will be removed from the Standish Street road frontage of Target and the Myrtleford Chemist, in order to meet VicRoads required sight-lines on the approach to the roundabout. The trees are a poor species selection for this location, and one of these trees will also obstruct the new footpath alignment. The trees will be replaced by low shrubs. The pear tree on Standish Street in front of the Myrtleford Bakehouse will be retained, as it is recognised to provide useful shade for people using the seating area. Some pruning on the lower branches of the tree will be necessary to meet the required sight-lines through the roundabout.

POLICY IMPLICATIONS

The tender was advertised and evaluated in accordance with Council's Procurement Policy.

This recommendation is in accordance with the following Strategic Objectives of the Council Plan:

- Incredible places for our community and visitors; and
- A thriving and connected community.



FINANCIAL AND RESOURCE IMPLICATIONS

There is sufficient budget within the adopted 2017/18 Annual Budget to deliver the planned Standish Street Roundabout works and award this contract for the recommended amount.

CONSULTATION

The project team has consulted extensively with internal and external stakeholders, all relevant authorities and the community on the development of the Alpine Better Places detailed concept plans.

Throughout the detailed design and documentation phase, engagement has continued with all stakeholders, as well as with the broader community. Face-to-face meetings have been held with all directly impacted business owners, and information sessions have been held in Myrtleford. Continuing project updates will be distributed via email and on Council's website and Facebook page, and drop-in sessions are planned between now and the end of the calendar year. The implementation of the project stakeholder and communication plan will continue throughout the duration of the project.

CONCLUSION

Following a comprehensive assessment, the Tender from North East Civil Construction for the Myrtleford (Stage 1) - Standish Street Roundabout was deemed to present the best value for Council.

DECLARATION OF CONFLICT OF INTEREST

Under Section 80C of the *Local Government Act 1989*, the following officers declare that they have no interests to disclose in providing this report.

- Director Assets
- Acting Manager Asset Development
- Senior Project Engineer

ATTACHMENT(S)

- Nil



9.2.2 Alpine Events Park – Multipurpose Facility Construction Update

File Number: 1780.87

INTRODUCTION

The purpose of this report is to note anticipated additional works required to complete the Multipurpose Facility at the Alpine Events Park in Pioneer Park, Bright.

Cr Keeble

Cr Nicholas

That Council note the anticipated additional works required to complete the Multipurpose Facility at the Alpine Events Park in Pioneer Park, Bright.

Carried

BACKGROUND

In May 2016, Council was awarded grant funding of \$1.87 million from the Commonwealth Department of Infrastructure and Regional Development's National Stronger Regions Fund for the redevelopment of Pioneer Park into the Alpine Events Park. A further \$1.87 million has been committed by Council, the plantation operator HVP, Alpine Community Plantations, and the United Bright Football and Netball Club, bringing the total project budget to \$3.74 million.

A key component of this project is construction of a Multipurpose Facility, which includes the following:

1. Demolition of the existing pavilion;
2. Partial demolition of the lower change room building;
3. Refurbishment and expansion of the lower change room building;
4. Construction of a new upper level facility;
5. Civil works around the facility; and
6. Restoration of the grandstand, which is located within a heritage overlay.

In September 2017, Council approved the award of Contract No. 1705101 Alpine Events Park - Multipurpose Facility to Barton St. Developments for the lump sum price of \$1,819,787+GST.

The contract works began on 18 September 2017, commencing with the partial demolition of the lower change room building. The lower change room building was originally built by Alpine Shire Council as an owner/builder in 2006.

In October 2017, during partial demolition of the lower change rooms, the building contractor raised concerns regarding the apparent lack of core filling within the blockwork of the rear retaining wall. Subsequent investigations and destructive tests revealed a number of issues of concern with potential impact on the structural integrity of the existing building.



ISSUES

The key issues identified with the building are as follows:

- The blockwork in the retaining wall at the rear of the change rooms has only been partially core-filled with concrete;
- The retaining wall has been constructed 3.0m high, which exceeds the approved maximum design height of 2.4m; and
- The drainage and waterproofing behind the retaining wall is not in accordance with the approved design.
- In addition it was identified that whilst the existing suspended concrete slab had been constructed in accordance with the approved design, it does not meet current design load capacities which have been increased since the building was constructed.
- The project team sought the opinion of two independent structural engineers, the building contractor, Council's Senior Building Surveyor and the architect. A number of alternative options were evaluated in order to remediate these issues and ensure the new building has the required structural integrity. It is recommended that the most cost-effective solution is to demolish and rebuild the retaining wall, suspended concrete slab and internal walls, and to retain the existing ground slab and retaining wall footings.

POLICY IMPLICATIONS

Legal advice has been sought, confirming that these works are a logical extension to the contracted package of works and can therefore be treated as a legitimate variation to the existing build contract.

A firm quote will be sought from Barton St. Developments to implement the remediation works and this process is in accordance with Council's Procurement Policy.

FINANCIAL AND RESOURCE IMPLICATIONS

The works required are significant and will require additional time and cost. Although the full impact on the project schedule is not yet known, it is now considered unlikely that the lower level change rooms will be completed prior to Easter 2018. However, the additional building works will not impact on the delivery timeframe of the overall Alpine Events Park project.

A preliminary cost estimate for this additional work has been prepared based on an estimate of material quantities and construction duration. The upper end of this preliminary cost estimate is \$430,000.

Detailed design and costing of the remaining components of the Alpine Events Park is not yet complete. However, it is anticipated that all of the remaining project components necessary to satisfy the funding agreement can be delivered from the uncommitted project budget, as well as the additional remediation work required to



the address the issues identified with the pavilion change rooms. However, delivery of some aspirational elements of the project will, need to be reassessed.

Given the nature of this additional building work, the builder's variation quotation can be readily benchmarked against known material costs and labour rates to ensure that Council achieves value for money in the delivery of the works.

CONSULTATION

Two independent structural engineers, the building contractor, project architect, and Council's Building Surveyor have all been consulted to assist in determining the best way in which to address the issues which have been identified.

The United Bright Football and Netball Club has been consulted with regard to the anticipated delay to the completion of the building works and the likelihood that the change rooms will not be completed prior to Easter 2018.

The Alpine Cycling Club has also been consulted, as the remaining project components are largely infrastructure elements associated with the 'cycle hub'.

Consultation with all user groups will continue throughout the delivery of the Multipurpose Facility construction works.

CONCLUSION

Following the discovery of structural issues with the existing lower level change rooms and the subsequent investigations, the advice provided by experienced and qualified building practitioners is that the most time and cost-effective solution is to demolish and rebuild the retaining wall, suspended concrete slab and internal walls, and to retain the existing ground slab and retaining wall footings. This additional work will result in some time delays and additional costs to the Multipurpose Facility building works, but will not impact the overall project timeframe or budget.

DECLARATION OF CONFLICT OF INTEREST

Under Section 80C of the *Local Government Act 1989*, the following officers declare that they have no interests to disclose in providing this report.

- Director Assets
- Acting Manager Asset Development

ATTACHMENT(S)

- Nil



9.3 DIRECTOR CORPORATE – NATHALIE COOKE

9.3.1 Quarterly Report - Council Plan

File Number: SU600.03

INTRODUCTION

This report provides the first quarterly report against the Alpine Shire Council Plan 2017-2021.

Cr Keeble

Cr Nicholas

That the Alpine Shire Council Plan Quarterly Report ending 30 September 2017 be received and noted.

Carried

BACKGROUND

Council Plan development

The Alpine Shire Council Plan 2017-2021 was developed following the election of the Council in October 2016, and adopted in June 2017. The Council Plan outlines the strategic objectives, strategies and indicators that will be used to achieve this Council's direction for the four year term of the plan.

Quarterly reporting

While there is no legislative requirement to report to Council on the progress against the Council Plan, the Governance and Management Checklist that forms part of the Local Government Performance Reporting Framework (LGPRF) suggests that it is best practice to report at least on a six-monthly basis.

The Checklist suggests that a report reviewing the progress of the Council against the Council Plan, including the results in relation to the strategic indicators, is prepared at least for the first six months of the year. Likewise for the Performance Reporting (LGPRF), six-monthly reports of indicators measuring results against financial and non-financial performance, including the performance indicators referred to in s131 of the *Local Government Act 1989* (service performance indicators of the LGPRF) should be presented.

By reporting quarterly, Council ensures that progress against the Council Plan and LGPRF is on schedule, and ensures that actions and indicators are maintained as priorities throughout the year.

Some of the LGPRF indicators form part of the Council Plan indicators, ensuring they are reported as per best practice. Where quarterly or half-yearly reporting of indicators does not generate meaningful results, these will be reported at end of financial year as part of the annual report. LGPRF results are also reported via Council's Audit Committee.



ISSUES

Council's 2017/18 Budget outlines the Major Initiatives that will be undertaken throughout the year, as well as other key activities in line with the Alpine Shire Council Plan 2017-2021. This quarterly report provides a progress report against those initiatives and activities, and also on the indicators that show progress against the strategic objectives in the Council Plan.

HIGHLIGHTS

A high performing organisation

- Council continues to provide training to staff to support learning and development. "Learn from within" lunchtime sessions also contribute to sharing knowledge within the organisation.

A responsible and sustainable organisation

- The rollout of new software in Council's accounts department on 1 July provides improvements in efficiency and a reduction in reliance on hard copy for billing and creditor payment.

Incredible places for our community and visitors

- Funding secured in the first quarter will provide the ability for Council to undertake bridge upgrades, and flood event planning.

Infrastructure and open space that our community is proud of

- Council's Road Management Plan (version 4) was adopted at the ordinary council meeting on 4 July 2017.

Highly utilised and well managed community facilities

- New kerbside collection services have been operational since 1 July.

A well planned and safe community

- Amendments to the Alpine Planning Scheme are in preparation dealing with Dinner Plain design guidelines, and bulk water extraction.

A thriving and connected community

- New collateral for the Cycle Guide, and the Walks and Trails Guide has been developed. The Youth Awards were held in September, with 240 people in attendance.

POLICY IMPLICATIONS

The Council Plan is a specific requirement of the *Local Government Act 1989*, and is a guiding document for Council. While quarterly reporting against the Council Plan is not a specific requirement of the Act, Council has elected to continue to report to the community regarding its progress throughout the year.

The Council Plan and Budget identify and commit Council to the completion of specific initiatives each year.



FINANCIAL AND RESOURCE IMPLICATIONS

The Strategic Resource Plan and annual Budget are developed and adopted to provide the finance and resources required for the programs and projects outlined and reported against in this quarterly Council Plan report.

CONSULTATION

The Council Plan is subject to public exhibition each year prior to being adopted by Council. As part of the annual review of the Council Plan, any changes to the initiatives are also subject to public exhibition.

Many of the individual initiatives and activities included in the Council Plan are subject to their own community participation and consultation processes.

Council's annual Budget is also publicly exhibited and submissions called for prior to its consideration and adoption by Council.

CONCLUSION

This quarterly report shows that progress is being made on the delivery of key Council Plan Activities.

DECLARATION OF CONFLICT OF INTEREST

Under Section 80C of the *Local Government Act 1989*, the following officers declare that they have no interests to disclose in providing this report:

- Chief Executive Officer
- Directors
- Managers
- Governance Officer

ATTACHMENT(S)

- 9.3.1 Alpine Shire Council Quarterly Report - ending 30 September 2017.



9.3.2 CCTV Surveillance Camera Policy No. 93

File Number: Policy register

INTRODUCTION

This report relates to the amendment of Council's CCTV Surveillance Camera Policy No. 93 to include the Bright Sports Centre as a nominated location for the use of Closed Circuit Television (CCTV). Council's approval is required for the policy to be amended.

Cr Forsyth

Cr Pearce

That Council:

1. *Amend the CCTV Surveillance Camera Policy, to include Bright Sports Centre as an approved location for the purpose of ensuring the safety of Bright Sports Centre members during unsupervised after-hours access;*
2. *Adopt Policy No. 93 - CCTV Surveillance Camera Policy (version 3 - 2017); and*
3. *Sign and seal the policy at the appropriate stage of this meeting.*

Carried

BACKGROUND

Existing CCTV policy (version 2 – 2014)

Several key pieces of legislation govern the use of CCTV surveillance cameras in public places, including the *Surveillance Devices Act 1999* and the *Privacy and Data Protection Act 2014*.

Council Policy No. 93 – CCTV Surveillance Camera Policy (version 2 - 2014) was developed to allow Council to operate CCTV cameras according to policy and legislative guidelines at specific locations as identified in the policy.

The purpose of the policy is to provide guidance for the appropriate installation and use of CCTV surveillance cameras and use of footage collected. Supporting operational procedures provide guidelines around the authorised operation of the systems, encompassing strict privacy considerations and access controls.

The objectives of the 2014 policy are to:

- Ensure the safety of Council employees, councillors and members of the public;
- Protect property from theft and damage;
- Discourage unlawful activity; and
- Improve investigation of incidents at the Council office and depot in Bright.

Council must ensure that the installation and use of CCTV systems is conducted in line with relevant legislation, standards and best practice guidelines. Council staff



and the general public are made aware of the operation and purpose of the CCTV cameras by the use of appropriate signage at approved locations.

ISSUES

Bright Sports Centre

At the April 2016 Ordinary Council meeting, a petition for the extension of the operating hours of the Bright Sports Centre requesting 7 day per week extended-hours access was presented to Council.

At that meeting, Council resolved to include works for the installation of equipment and technology necessary to enable unsupervised access (after-hours access) to the dry areas of the Bright Sports Centre in Council's Project Pipeline for prioritisation and 2016/17 Budget consideration. The project was subsequently approved in the 2016/17 Council budget.

CCTV infrastructure forms part of the security measures installed to facilitate extended / after-hours access, which is in line with the fitness industry standard. However, while system hardware was installed late in 2016/17, the CCTV system cannot be activated until it becomes an approved location under Council's CCTV Surveillance Camera Policy.

Proposed policy update

Given that Council's CCTV Surveillance Camera Policy (version 2 - 2014) specifies approved locations, this policy must be updated to include the Bright Sports Centre as an approved location. Once updated, the policy and associated procedures will govern the operation and use of the CCTV system at the centre.

Version 3 of the policy (attached to this report) incorporates an additional objective, which is to:

- *enable unsupervised use of the Bright Sports Centre by members or participants in approved programs.*

Other minor changes to the policy have been made to reference legislative changes since the policy was adopted in 2014, and to update staff member titles in the document. No other modifications to the intent or content of the policy have been made. All modifications made can be found in the 'track changes' copy of the document attached to this report.

Next steps for Bright Sports Centre

The CCTV system has been installed at the Bright Sports Centre but will not be activated until the following is complete:

- Amendment of Councils CCTV Surveillance Camera Policy to incorporate Bright Sports Centre;
- Development / review of centre operating procedures for emergency response, system operation, member inductions;
- Update of membership application / information to include option for unsupervised use;



- Operational Risk Assessment; and
- Camera signage installation.

Procedures and signage will be developed to ensure compliance with Councils CCTV Surveillance Camera Policy. After-hours access and associated security measures will be advertised to Bright Sports Centre members and the general public once Council has prepared all necessary controls identified above.

POLICY IMPLICATIONS

The use of CCTV systems is governed by a suite of legislation to ensure that operation meets surveillance and privacy guidelines. The following legislation was considered when the policy document was prepared:

- *Surveillance Devices Act 1999*
- *Privacy and Data Protection Act 2014*
- *Public Records Act 1973*
- *Private Security Act 2004*
- *Freedom of Information Act 1982*
- *Evidence Act 2008*
- *Charter of Human Rights and Responsibilities Act 2006*

The provision of after-hours access to the Bright Sports Centre ensures that Council is delivering on its Council Plan 2017-2021 priorities including the following strategic objectives:

- 1. A high performing organisation;
- 2. A responsible and sustainable organisation; and
- 5. Highly utilised and well managed community facilities.

FINANCIAL AND RESOURCE IMPLICATIONS

The installation of the security hardware required for after-hours access to the Bright Sports Centre was provided for in the 2016/17 Council budget.

The update of the CCTV Surveillance Camera Policy has been undertaken by Council staff, and has no financial impact.

CONSULTATION

Council is responding to the petition presented to the Ordinary Council meeting held on 5 April 2016, where the petitioners requested additional access to the Bright Sports Centre.

The decision to introduce the CCTV policy in 2014 was accompanied by consultation with staff prior to the installation of the system. The general public are made aware of the location of CCTV systems by signage installed on access doors / gates and in specific camera locations.



Persons utilising the Bright Sports Centre will be made aware of the presence of CCTV cameras and other security measures once they are activated. Membership application forms, inductions and operational procedures are being updated for the centre to ensure that all persons using the centre have been informed regarding the CCTV cameras, and other security measures in place at the centre.

CONCLUSION

Best practice for the installation and use of a CCTV system in a public place is the development of policy and procedures detailing the purpose, objectives, management, operation and evaluation of the CCTV system.

The proposed update to the CCTV Surveillance Camera Policy (version 3 – 2017) ensures that Council is only utilising CCTV cameras in approved locations, with appropriate controls placed over the collection and handling of footage.

DECLARATION OF CONFLICT OF INTEREST

Under Section 80C of the *Local Government Act 1989*, the following officers declare that they have no interests to disclose in providing this report.

- Director Corporate
- Manager Facilities
- Governance Officer

ATTACHMENT(S)

- 9.3.2 Policy No. 93 - CCTV Surveillance Camera Policy (version 3 - 2017) - proposed



9.3.3 Risk Management Policy

File Number: Policy Register

INTRODUCTION

The purpose of this report is to present to Council the 2017 review of the Alpine Shire Council Risk Management Policy No.054 and seek Council's adoption of the revised policy.

Cr Keeble

Cr Nicholas

That Council:

1. *Note that a review of the Risk Management Policy has been completed with the following modifications:*
 - a. *complete reformatting of the policy;*
 - b. *a clear statement of the policy intent ;*
 - c. *recognition of the need to develop and embed a governance and risk culture and training for employees;*
 - d. *requirement for the development of a governance and risk framework and risk register;*
 - e. *establishment of a monitoring program;*
 - f. *updated references to supporting documents and standards.*
2. *Revoke Alpine Shire Council Risk Management Policy No.054, Version 2*
3. *Adopt Alpine Shire Council Risk Management Policy No.054, Version 3; and*
4. *Sign and seal Alpine Shire Council Risk Management Policy No.054, Version 3 at the appropriate time of the meeting.*

Carried

BACKGROUND

Council operates within a highly legislated environment, is accountable to its community, faces many challenges and is influenced by internal and external factors.

By adopting good governance and risk management practices, Council can undertake its activities in the knowledge that appropriate and adequate measures are in place to minimising the negative or unanticipated effects of risks to Council achieving its objectives all while meeting its legislative obligations.

Council's current Risk Management Policy was adopted by Council on 6 February 2007 and has not been reviewed in the intervening period. The existing policy contains objectives, a statement of intent, responsibilities and refers to a superseded Australian standard. It is also heavily focused on occupational health and safety risks rather than broader risk management.



The policy has been thoroughly reviewed in light of Australian, New Zealand and International Risk Management Standard AS/NZS ISO 31000:2009 and presented in Council's current policy format.

ISSUES

Policy Intent

The revised policy, through a policy statement, purpose and objectives, outlines Council's commitment to and expectations in relation to governance and risk management.

The intent is to create a culture of governance and risk management within the organisation and embed an integrated approach to governance and risk management into Council's strategic and operational planning and decision making processes to mitigate that could impact the achievement of Council's objectives, services and activities.

Governance and Risk Framework

The revised policy requires the development and approval of a governance and risk framework.

The framework will provide a structure for responsibilities and accountabilities and specifies the broader governance and risk management approach including policies, procedures and tools that are aimed at identifying and managing Council's governance, risk and compliance obligations.

Risk Register

The revised policy also requires the establishment and maintenance of a risk register.

The register captures key risk events that may impact Council achieving its strategic objectives or delivering its key services. The register provides for the assessment of those risks and the identification and monitoring of measures to mitigate or reduce the risks.

Monitoring

Upon establishment of the framework and register, the revised policy establishes a requirement for these documents to be monitored every six months by Council, the Audit Committee and management team.

Employee Training

A critical component of ensuring that Council's governance and risk policy, framework, procedures and register are understood and implemented is appropriate employee training. The revised policy commits Council to regular employee training in these topics and ensuring their inclusion in new employee induction programs.

New Standards

AS/NZS ISO 31000:2009 supersedes AS/NZ 4360:2004. The standard establishes the principles to be satisfied to ensure effective risk management practices. The review of the policy has had regard to and updates references to AS/NZS ISO 31000:2009.



POLICY IMPLICATIONS

This recommendation is in accordance with the following Strategic Objective of the Council Plan:

- A responsible and sustainable organisation.

FINANCIAL AND RESOURCE IMPLICATIONS

The Risk Management Policy has been reviewed in-house. The policy establishes Council's commitment to governance and risk management which will require Council to allocate resources through its annual budget to implement governance and risk management initiatives and training.

CONSULTATION

Council's Audit Committee was consulted on the proposed changes to the Risk Management Policy. The Committee endorsed the changes at its meeting on 5 September 2017.

CONCLUSION

The review of the Alpine Shire Council Risk Management Policy has been completed. The significant changes as a result of the review are that the policy content will now address: the risk culture of the organisation; development of a governance and risk framework; maintenance of a risk register; monitoring and reporting on a regular basis; and employee training and awareness programs. Other minor changes include formatting and updating references to standards.

DECLARATION OF CONFLICT OF INTEREST

Under Section 80C of the *Local Government Act 1989*, the following officers declare that they have no interests to disclose in providing this report.

- Director Corporate
- Health, Safety and Risk Officer

ATTACHMENT(S)

- 9.3.3 Alpine Shire Council Risk Management Policy No.054, Version 3



9.3.4 Dinner Plain Design Guidelines

File Number: 1468.53

INTRODUCTION

The purpose of this report is to:

1. Advise Council of proposed Amendment C53 which updates the planning controls at Dinner Plain to reflect the Dinner Plain Masterplan 2015.
2. Recommend that Council seek authorisation from the Minister for Planning to prepare Amendment C53, and when authorised, exhibit the amendment.

Cr Pearce

Cr Keeble

That Council:

1. *Request under Section 8A (2) and (3) of the Planning and Environment Act 1987 that the Minister for Planning authorise Alpine Shire Council to prepare Amendment C53 to the Alpine Planning Scheme;*
2. *Notify the Minister for Planning that when it exhibits Amendment C53, Alpine Shire Council intends to give full notification of the amendment under Section 19 of the Planning and Environment Act 1987 for the minimum statutory exhibition period of one month; and*
3. *When authorised by the Minister for Planning exhibit Amendment C53 to the Alpine Planning Scheme under Section 19 of the Planning and Environment Act 1987.*

Carried

BACKGROUND

Council commissioned improved design guidelines as part of the preparation of the Dinner Plain Masterplan 2015 to improve compliance with the original design vision for Dinner Plain Village.

To incorporate the new design guidelines in the planning scheme, schedule 1 to the Special Use Zone, which sets out the planning controls for Dinner Plain Village, has been amended.

This process has provided an opportunity to review schedule 1 to the Special Use Zone to:

- expand the planning scheme controls to support a broader range of commercial and recreational uses to improve economic viability and assist in developing a year round destination;
- simplify the planning scheme controls to make it easier to interpret.



ISSUES

What's proposed to change?

- Inclusion of images showing design guidelines for Dinner Plain such as the ones below.
- Expansion of the uses that are allowed in Dinner Plain Village to encourage more commercial and recreational uses; and
- Removal of planning controls that are set out elsewhere in the planning scheme to avoid repetition and ensure the planning control remains up to date over time.



Figure 9.1.4 – Traditional Dinner Plain style dwelling

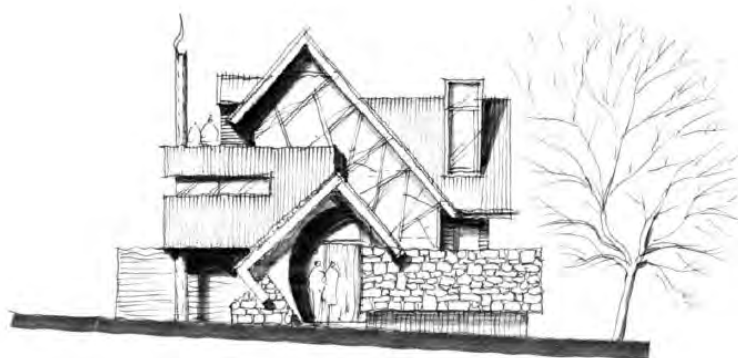


Figure 9.1.5 – Modern interpretation of Dinner Plain style dwelling

Figure 1: Example of images showing preferred design outcomes at Dinner Plain Village

What's not changing?

The proposed amendments to schedule 1 to the Special Use Zone are not intended to change the strategic intent or detailed policy already included. They are designed to strengthen the planning controls and make it clearer to developers and applicants



how to achieve the desired design outcome in Dinner Plain Village. Planning controls that are maintained include:

- Ensuring scale, intensity, bulk and character of all development is sympathetic and complimentary to the alpine environment and village neighbourhood character;
- Retain the natural character of the space including the snow gums;
- Maintain an average lot size of 220 sqm;
- Street scape characteristics including features of varying roof pitches and non-aligned sidewalls creating an informal and clustered image;
- Architectural characteristics including: varying roof profiles, mixed use of wall materials such as timber, stone and glass;
- The use of subdued colour schemes which blend in with the snow gums;
- Setbacks from the Great Alpine Road which is 120 metres for buildings other than utility type buildings, 100 metres for buildings on the western side of the village entrance, and a minimum setback from significant environment areas of 20 metres; and
- The built form which should be articulated and appear fragmented to break up the mass of the buildings.

POLICY IMPLICATIONS

The amendment will amend some of the strategic directions for land use related to land use and development in Alpine Shire, including amending policy directions for development at Dinner Plain.

This complements Council's own policies and strategies namely the Alpine Shire Council Plan incorporating the Health and Wellbeing Plan 2017 - 2021.

The amendment links to and implements the Council Plan, in particular the themes:

- A well planned and safe community

The amendment links to and implements the whole of the Alpine Shire 2030 Community Vision that is the vision of *'the Alpine Shire providing outstanding opportunities for its residents and visitors through sustainable growth in balance with the natural environment'*.

The amendment also meets Council's obligations under the *Local Government Act 1989* Sections 126(2A and 2B) relating to the four-year Strategic Resource Plan.

FINANCIAL AND RESOURCE IMPLICATIONS

The cost to council is for the planning scheme amendment which will be funded out of the 2017/2018 budget allocation for Strategic Planning. Planning fees are set out by the Victorian State Government. The costs of a planning scheme amendment will be dependent on how many submissions are received and if a Panel Hearing is necessary.



At this stage it is not anticipated that there will be many submissions to the amendment. This is because the intent of the planning controls has not changed; rather the policy has been clarified and strengthened to better achieve the preferred outcomes at Dinner Plain Village.

CONSULTATION

Full notice of the proposed amendment will be provided to all Dinner Plain residents and business through letters to those owners and occupiers affected by the amendment. The notice will also go out to architects, draftspeople and developers servicing Dinner Plain. Notices will also be placed in the newspapers, government gazette and on Councils and DELWPs websites as required by the Planning and Environment Act 1987.

In the event of unresolved submissions being received, submissions will be referred to an independent panel for consideration.

CONCLUSION

Proposed Amendment C53 will update the planning scheme controls for Dinner Plains, set out schedule 1 to the Special Use Zone to:

- improve compliance with the original design vision for Dinner Plain Village;
- expand the planning controls to support a broader range of commercial and recreational uses to improve economic viability and assist in developing a year round destination; and
- simplify the planning controls to make it easier to interpret.

This will assist in providing understanding and clarity of the expectations of development in Dinner Plain Village.

This report recommends that Council seek authorisation from the Minister for Planning to prepare the amendment, and when authorised, exhibit the amendment to provide for community and agency input.

DECLARATION OF CONFLICT OF INTEREST

Under Section 80C of the *Local Government Act 1989*, the following officers declare that they have no interests to disclose in providing this report.

- Director Corporate
- Acting Manager Planning and Amenity
- Strategic Planner

ATTACHMENT(S)

- 9.3.4 Amended schedule 1 to the Special Use Zone.



9.3.5 Planning Application 5.2017.105.1 - Four Lot Re-Subdivision and Modification of an Access to a Road Zone 1

Application number:	5.2017.105.1
Proposal:	Four Lot Re-Subdivision and Modification of an Access to a Road Zone 1
Applicant's name:	Tony Iaria
Owner's name:	Latteria Holdings Pty Ltd
Address:	6848 Kiewa Valley Highway, Tawonga
Land size:	443.70 hectares comprises of four existing allotments
Current use and development:	Single dwelling and associated outbuildings, dairy (not currently in operation) and grazing pastures
Site features:	The land contains a mixture of land forms from cleared flat high quality arable land to foothill, mainly grazing pastures, up to vast areas of remnant native vegetation forest on steep country.
Why is a permit required?	A planning permit is required to subdivide the land pursuant to the provisions of Farming Zone (35.07-3) and the Bushfire Management Overlay (Clause 44.06-1).
Zoning:	Farming
Overlays:	Significant Landscape Overlay - Schedule 1 and part Bushfire Management Overlay.
Restrictive covenants on the title?	A Section 173 Agreement is attached to the existing Lot 4. This agreement secures a native vegetation offset and is unlikely to be affected by this proposal.
Date received:	17 August 2017
Statutory days:	55
Planner:	Sam Porter

Cr Forsyth

Cr Keeble

That the matter be laid on the table and deferred to a later date.

Carried

PROPOSAL

It is proposed to re-subdivide four existing lots to create four new lots. Lot 1 will contain the existing dwelling which is located near the Kiewa Valley Highway. Lot 1 will be 3.7 hectares in area and will take up the frontage to the Kiewa Valley Highway.

Lot 2 will be located on the northern side of the existing internal access track which is commonly known as Tressiders Lane. To facilitate access to Lot 2, 3 and 4 the existing access point to the Kiewa Valley Highway is proposed to be modified to move it



slightly to the north of the existing access location. Lot 2 will extend to the western boundary of the subject land and comprise part of the forested land; the lot will be approximately 106 hectares in area.

Lot 3 will be located on the southern side of Tressiders Lane and will consist of open, cleared, agricultural land with a large dam. Lot 3 will be approximately 62 hectares in area.

Lot 4 will be accessed from the end of Tressiders Lane and will comprise of the balance of the forested land; Lot 4 will be approximately 272 hectares in area.

The proposed Plan of Subdivision is shown in Figure 1 below.

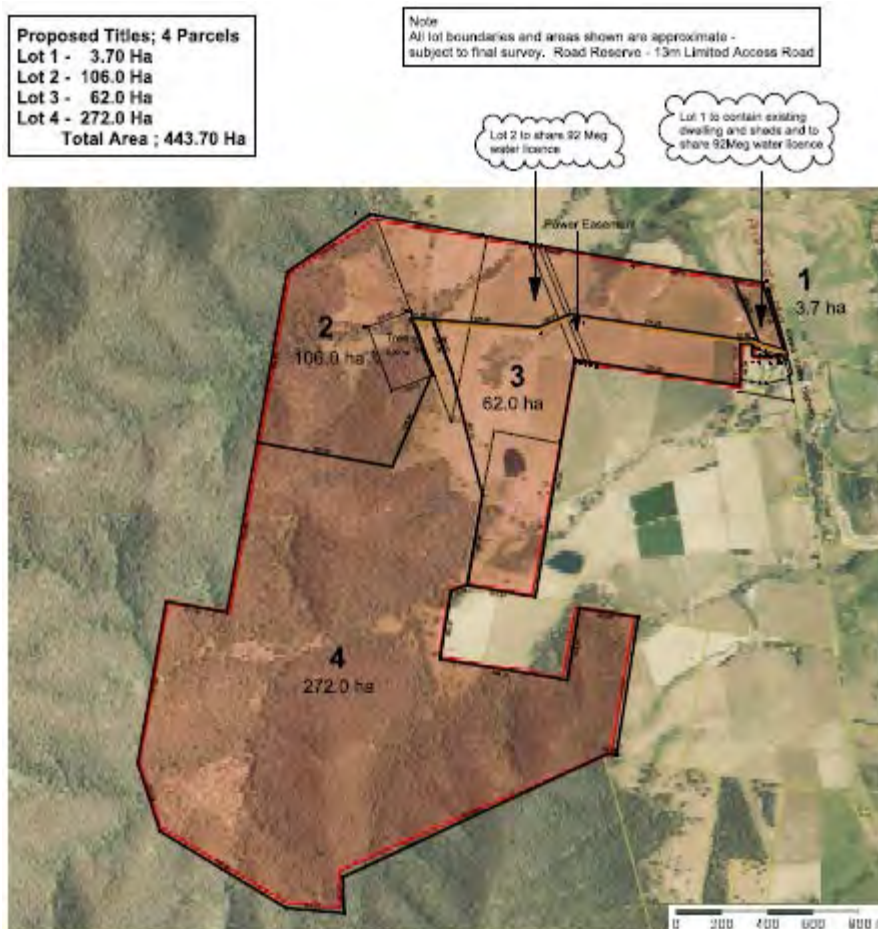


Figure 1: Proposed Plan of Subdivision



SUBJECT LAND AND SURROUNDS

The subject land is located on the western side of the Kiewa Valley Hwy 3km north of the Tawonga Township; it comprises of four existing allotments as shown in Figure 2.

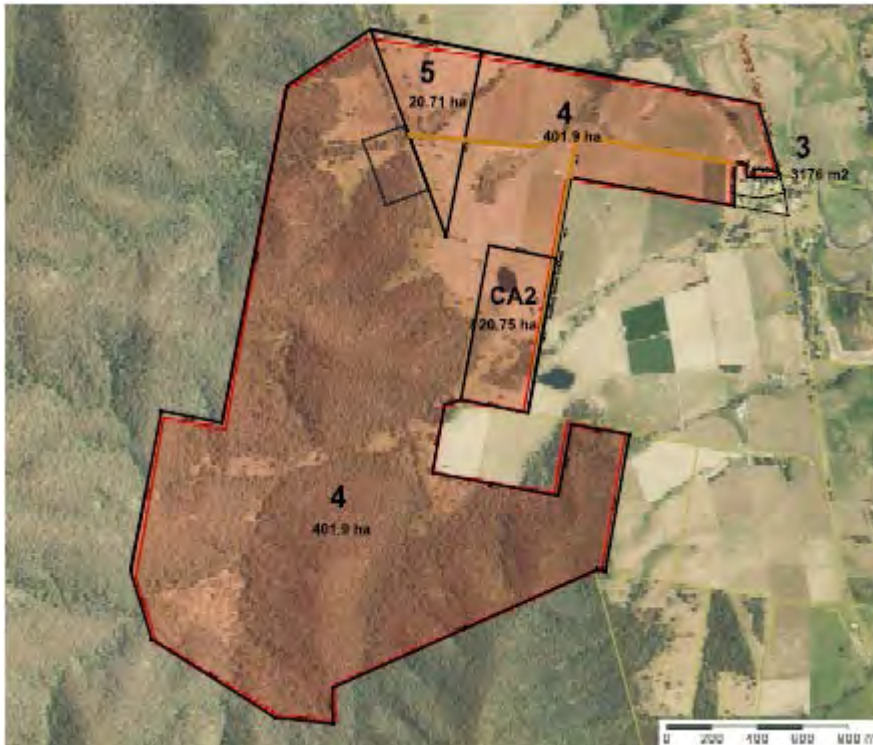


Figure 2: Subject Land

The subject land and surrounds are shown in Figure 3. The subject land is located within an agricultural area of the Kiewa Valley. Lot sizes are varied within the surrounding context and most appear to be productively farmed for a range of purposes.

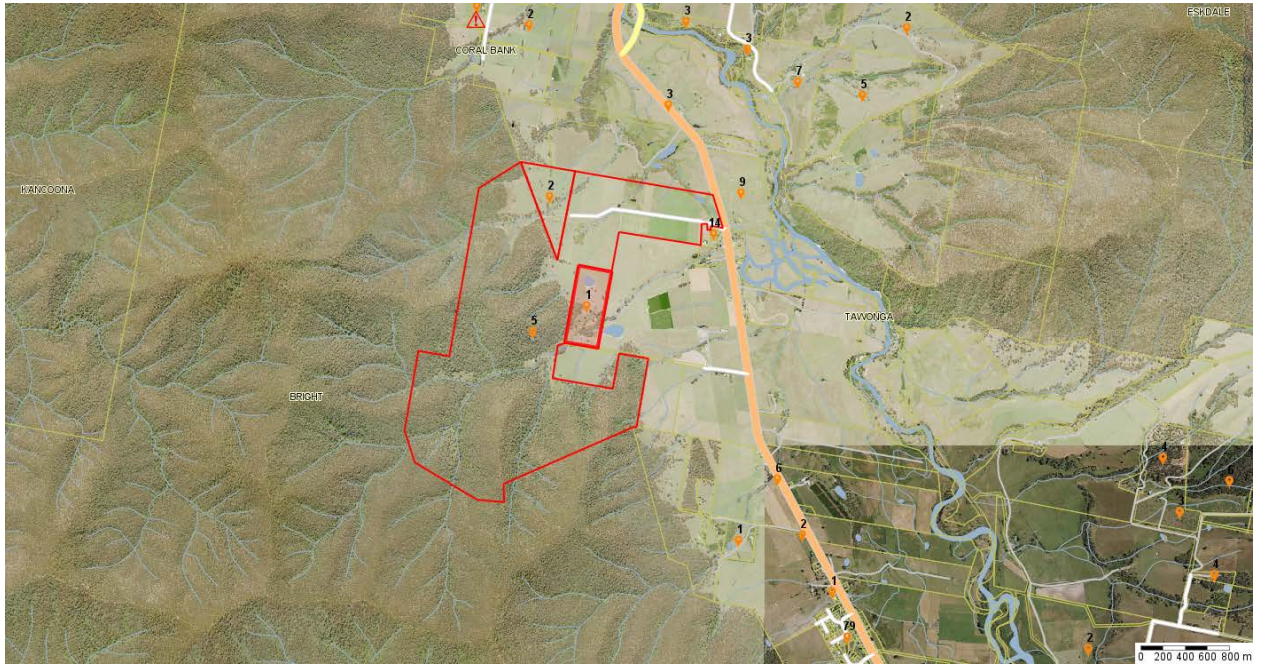


Figure 3: Subject Land and Surrounds

The main land uses in the surrounding area are beef cattle and dairy cattle operations, of note however are the two green tea growing operations in the immediate area including the neighbouring property to the east.

The property currently contains a single dwelling in the most easterly corner that abuts the Kiewa Valley Hwy. Also in this corner is a mixture of farm shedding including a dairy that is not currently used.

The majority of the cleared subject land is improved land that has irrigation infrastructure established onsite and has access to a 92 mega litre water allocation. This portion of the property gently slopes to the east and has some steeper gullies running through it in the north easterly direction. The remainder of the land has steeper foothill gradients that are under pasture production with a large area covered by native forest that is difficult to access and has limited to no agricultural value.

PUBLIC NOTIFICATION

The application was advertised in accordance with Section 52 of the *Planning and Environment Act 1987*. Notice of the application was sent to 14 surrounding landholders and occupiers. Objections have not been received to the proposed development.

**REFERRALS**

Referrals / Notice	Advice / Response / Conditions
Section 55 referrals:	<p>The Country Fire Authority (CFA), Ausnet and VicRoads have both consented to the grant of the planning permit subject to conditions.</p> <p>The Department of Environment, Land, Water and Planning did not provide a response within the required timeframe.</p>
Internal / external referrals:	The application was referred to the engineering section of Council and conditional consent has been provided.

APPLICATION BACKGROUND

The proposed development is now in its third iteration. The original application received by Council contained a 1.5km long common property and lots that saw the high quality portion of the property ending up spread over three of the four lots. Further information was requested and to assist with the request a suggested alternative plan was provided.



Following further discussion with the applicant an amended plan was submitted; this is shown in Figure 4.

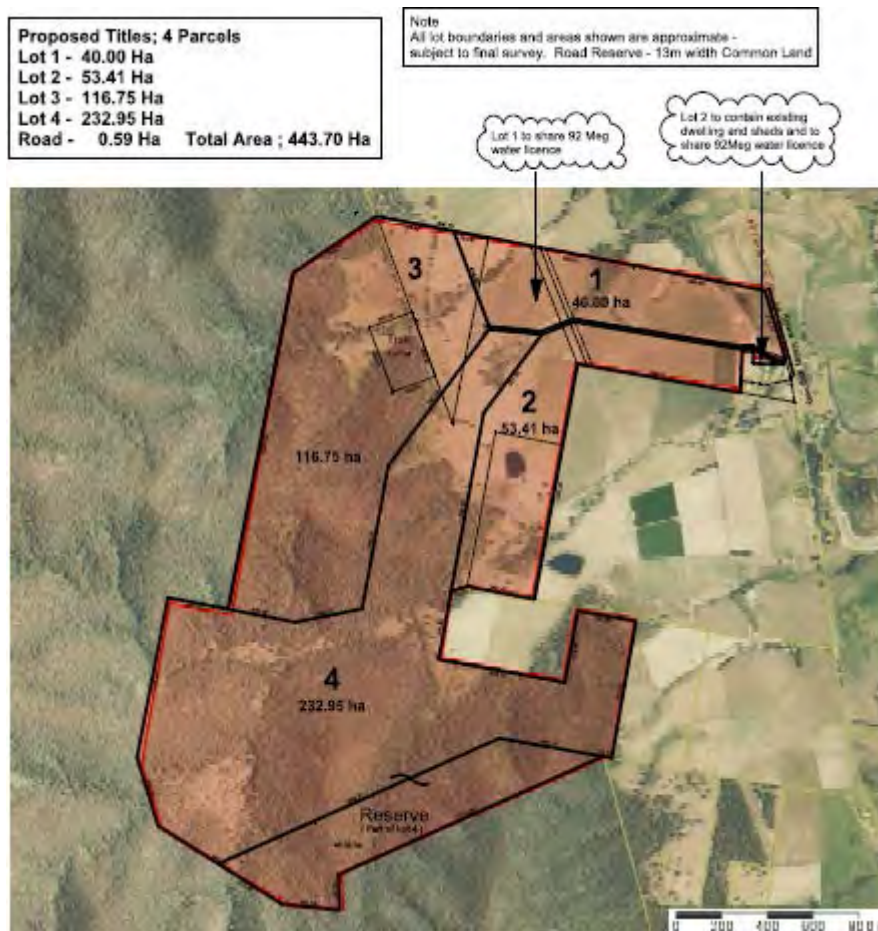


Figure 4: Previous Plan of Subdivision Submitted to Council

The planning permit application for the plan within Figure 4 was recommended for refusal and was due to be considered by Council at a Council meeting. However, at the eleventh hour the application was withdrawn.

It should also be noted that Council officers have attempted to facilitate an appropriate development of this land and provided to the applicant two alternative design options that would be consistent with the Alpine Planning Scheme. These proposals are shown in figures 5 and 6 below.



Figure 5: Alternative layout 1



Figure 6: Alternative layout 2

PLANNING ASSESSMENT AND RESPONSE TO GROUNDS OF OBJECTION

All applicable policy and decision guidelines can be found in Attachment A.

Farming Zone and Lot Sizes

The subject land is zoned Farming pursuant to the Alpine Planning Scheme. A planning permit is required to subdivide land. The zone provisions state that the minimum lot size is 40 hectares, however, there is the ability to create smaller lots where the subdivision is the re-subdivision of existing lots and the number of lots is not increased. Despite the ability to create lots smaller than 40 hectares in this instance it is still desirable to create lots which have the ability of being farmed independently. Any proposed subdivision must fulfil the purposes of the Farming Zone which include:

- To provide for the use of land for agriculture.
- To encourage the retention of productive agricultural land.



- To ensure that non-agricultural uses, including dwellings, do not adversely affect the use of land for agriculture.
- To encourage use and development of land based on comprehensive and sustainable land management practices and infrastructure provision.

It is submitted that the proposed development does not adequately respond to the purposes of the Farming Zone for the following reasons:

- The primary purpose of the subdivision is not based on the continued agricultural production of the land. Rather, it is intended to create a lot for an existing dwelling and three lots greater than 40 hectares to provide three additional as-of-right entitlements for a dwelling.
- The productive agricultural land (the open, cleared land) will be fragmented and will be broken into three allotments.
- The proposed subdivision will create three additional entitlements for dwellings and the introduction of residential uses into the area may be detrimental to the surrounding agricultural uses.
- The proposed subdivisional layout does not respond to the site constraints and will not lead to sustainable land management practices.

The Farming Zone also sets out a number of decision guidelines which must be considered in the assessment of an application. The relevant decision guidelines are:

- Whether the use or development will support and enhance agricultural production.
- Whether the use or development will adversely affect soil quality or permanently remove land from agricultural production.
- The potential for the use or development to limit the operation and expansion of adjoining and nearby agricultural uses.
- The capacity of the site to sustain the agricultural use.
- The agricultural qualities of the land, such as soil quality, access to water and access to rural infrastructure.

Having regards to the relevant decision guidelines the following assessment is made:

- The proposal will be detrimental to the agricultural production of the land as it will fragment the high quality agricultural land into three allotments.
- The fragmentation of the high quality agricultural land into three lots may lead to the permanent removal of this land from agriculture as it is likely that the proposed lots would be used for lifestyle purposes and not genuine agricultural uses.
- The possible introduction of three additional dwelling on the subject land may lead to a conflict between residential uses and surrounding agricultural uses.
- No detail has been provided by the applicant on how each proposed lot could sustain an agricultural use in its own right.



- The subject land has access to 92 megalitres of water, it has fertile soils, good access to the Kiewa Valley Highway, and internal Tressiders Lane, and surrounding rural infrastructure. Therefore, it should not be fragmented.

Having considered the relevant matters of the Farming Zone it is concluded that the proposed development does not meet the tests of the zone and is contrary to the purposes of the zone.

State and Local Planning Policy

Both State and Local planning policy seek to protect agricultural land and support the enhancement of agricultural industries. The relevant State and Local planning policies are provided as Attachment A to this report. The following however is an assessment of the proposal against the relevant policies:

- The proposed lots do not suitably correlate to existing land use practices. The design fragments high agriculturally capable units by designing lots around the existing internal road rather than considering the land capacity; see attached Land Capability Map in Attachment B.
- Lot 4 is not associated with the agricultural use of the land. It is largely forested and no information has been submitted on how this lot is proposed to be managed in the future.
- The application fragments mapped high quality agricultural land that has existing irrigation infrastructure in place and a reliable 92 mega litre commercial water allocation.
- The application may lead to a proliferation of dwellings as three additional dwelling entitlements would be created as result of the proposed layout.
- Additional dwelling proliferation in the Farming Zone creates future land use conflicts and issues over 'right to farm'.
- Proposed boundaries could be better located to utilise existing fence lines and tracks between lots 2 and 4. The construction of a fence between proposed lots 2 and 4 will require the removal of a substantial amount of native vegetation.
- The application is not site responsive to the existing land forms and land usage.
- The proposed new boundaries do not avoid remnant vegetation and waterways, whereas the alternative layout plans, prepared by Council officers, managed to find acceptable outcomes to these existing site features and constraints.
- The increase in lot size for the existing dwelling from 3,16m² to 3.7 hectares results in a removal of high quality agricultural land.

Council's local policy highlights that agriculture is a key industry within the Shire and as such it should be protected and enhanced to ensure the economic well-being of the Shire.

The policy at Clause 22.03-2 states a number of objectives and policies of relevance in consideration of this application. The following is a response to the relevant provisions:



- The creation of three additional dwelling entitlements has the potential to create land use conflict between residential and agricultural land uses.
- The agricultural capability of the land will be impacted by the fragmentation of the high quality agricultural land. The proposed will result in the high quality agricultural land being comprised within 3 lots; it is more productive and efficient for this land to be farmed in one allotment.
- The proposed subdivision will not result in "clear improvement to farm efficiency and land management". Rather, it will fragment the land holding resulting in four different land management regimes. It is acknowledged that the land is comprised of four existing allotments; however, the reality of the existing configuration is that only the lot with the dwelling could be disposed of separately. Access and servicing to the other lots is not feasible and it would not be practical to separate these lots from the holding. Therefore, this land should be considered as a property and not four lots.
- The proposed subdivision design has not taken into consideration the land capability. A more site responsive design would see the high quality agricultural land being comprised within larger lots to promote the independent farming of these lots into the future.
- The proposed subdivision will not result in more efficient land management practices as it will be managed by four individual entities as opposed to one or two. The greater the number of owners the greater the variance in land management practices.

CONCLUSION

It is proposed to re-subdivide the subject land, which currently comprises of four lots, into four new lots:

- Lot 1 will be 3.7 hectares in area and contain the existing dwelling;
- Lot 2 will be 106 hectares in area;
- Lot 3 will be 62 hectares in area; and,
- Lot 4 will be 272 hectares in area.

To facilitate access to lots 2, 3 and 4 it is also proposed to shift the existing access to the Kiewa Valley Highway slightly north.

The proposal is not supported by the relevant planning policy within the Alpine Planning Scheme for the following reasons:

- The proposal fragments high quality agricultural land. The high quality agricultural land is proposed to be comprised within 3 lots.
- The proposal will create an additional three dwelling entitlements and this may create a conflict with surrounding agricultural land uses.
- The proposed subdivisional layout is not site responsive. It will require the removal of a significant amount of native vegetation to facilitate common boundary fences and the realignment of internal access roads.



- No information has been provided on how each proposed lot will be managed or how the land will be used for an agricultural use.

Having considered the relevant provisions of the Alpine Planning Scheme it is recommend that a Notice of Refusal be issued for the proposed four lot re-subdivision and modification of an access to Road Zone 1.

DECLARATION OF CONFLICT OF INTEREST

Under Section 80C of the *Local Government Act 1989*, the following officers declare that they have no interests to disclose in providing this report.

- Director Corporate
- Acting Manager of Planning and Amenity
- Senior Planning Officer

APPENDICES

- 9.3.5 Appendix A - State and Local Planning Policy Provisions
- 9.3.5 Appendix B - A mapping exert of the subject land as it appears in the Alpine Shire Land Capability Project (April 2005)



APPENDIX A

State Planning Policy Framework

The State Planning Policy Framework (SPPF) provides relevant direction to the proposal at Clause 14.01-1 Protection of agricultural land (See following link for full download: [Clause 14.01 Agriculture](#)), or applicable exerts are shown below.

Objective

To protect productive farmland which is of strategic significance in the local or regional context.

Strategies

Ensure that the State's agricultural base is protected from the unplanned loss of productive agricultural land due to permanent changes of land use.

Consult with the Department of Economic Development, Jobs, Transport and Resources and utilise available information to identify areas of productive agricultural land.

Take into consideration regional, state and local, issues and characteristics in the assessment of agricultural quality and productivity.

Permanent removal of productive agricultural land from the State's agricultural base must not be undertaken without consideration of its economic importance for the agricultural production and processing sectors.

In considering a proposal to subdivide or develop agricultural land, the following factors must be considered:

- The desirability and impacts of removing the land from primary production, given its agricultural productivity.
- The impacts of the proposed subdivision or development on the continuation of primary production on adjacent land, with particular regard to land values and to the viability of infrastructure for such production.
- The compatibility between the proposed or likely development and the existing uses of the surrounding land.
- Assessment of the land capability.

Subdivision of productive agricultural land should not detract from the long-term productive capacity of the land.

Where inappropriate subdivisions exist on productive agricultural land, priority should be given by planning authorities to their re-structure.

Local Planning Policy Framework

Applicable local planning policy can be found in the Local Planning Policy Framework (LPPF) section. Clause 22.03-2 Agriculture (See following Link for full download: [Clause 22.03-2 Agriculture](#)) or applicable exerts are shown below.



Policy basis

Agriculture is a key industry in the Shire, its protection and enhancement is linked to the environmental and economic well-being of the Shire.

Objectives

- Protect the natural and physical resources upon which agricultural industries rely.
- Promote agricultural industries which are ecologically sustainable and incorporate best management practices.
- Prevent land use conflicts between agricultural uses and sensitive uses and ensure that use and development in the Shire is not prejudicial to agricultural industries or the productive capacity of the land.
- Ensure that the agricultural capability of the land is not threatened or reduced by inappropriate subdivision or fragmentation of landholdings.
- Ensure that the subdivision results in a clear improvement to farm efficiency and land management.

Policy

It is local policy that:

Agricultural Resources:

- Land capability and land suitability will be taken into account in the assessment of use and development proposals. Where relevant the findings of the Rural Land Mapping Project for the Shires of Myrtleford and Bright will be relied upon.
- Agricultural land will be protected as an economic and environmentally valuable resource. Conversion of land to non-soil based use and development will be strongly discouraged unless there is clear public benefit associated with the establishment of the proposed use such as a rural dependent enterprise that complements the agricultural production base of the Shire.
- The retention of the resource of agricultural land in productive units will be preferred and further fragmentation of land will be strongly discouraged.
- Use and development which alienates agricultural resources, is sensitive to off-site effects, lessens the capacity of essential infrastructure or in any other way may prejudice agricultural resources and agricultural production will be strongly discouraged.

Agricultural Practices:

- Sustainable agricultural industries which incorporate best management practice will be strongly supported.
- Intensive agricultural industries will be located and managed having regard to soil and water quality, the adequacy of infrastructure services and the location of sensitive use and development.

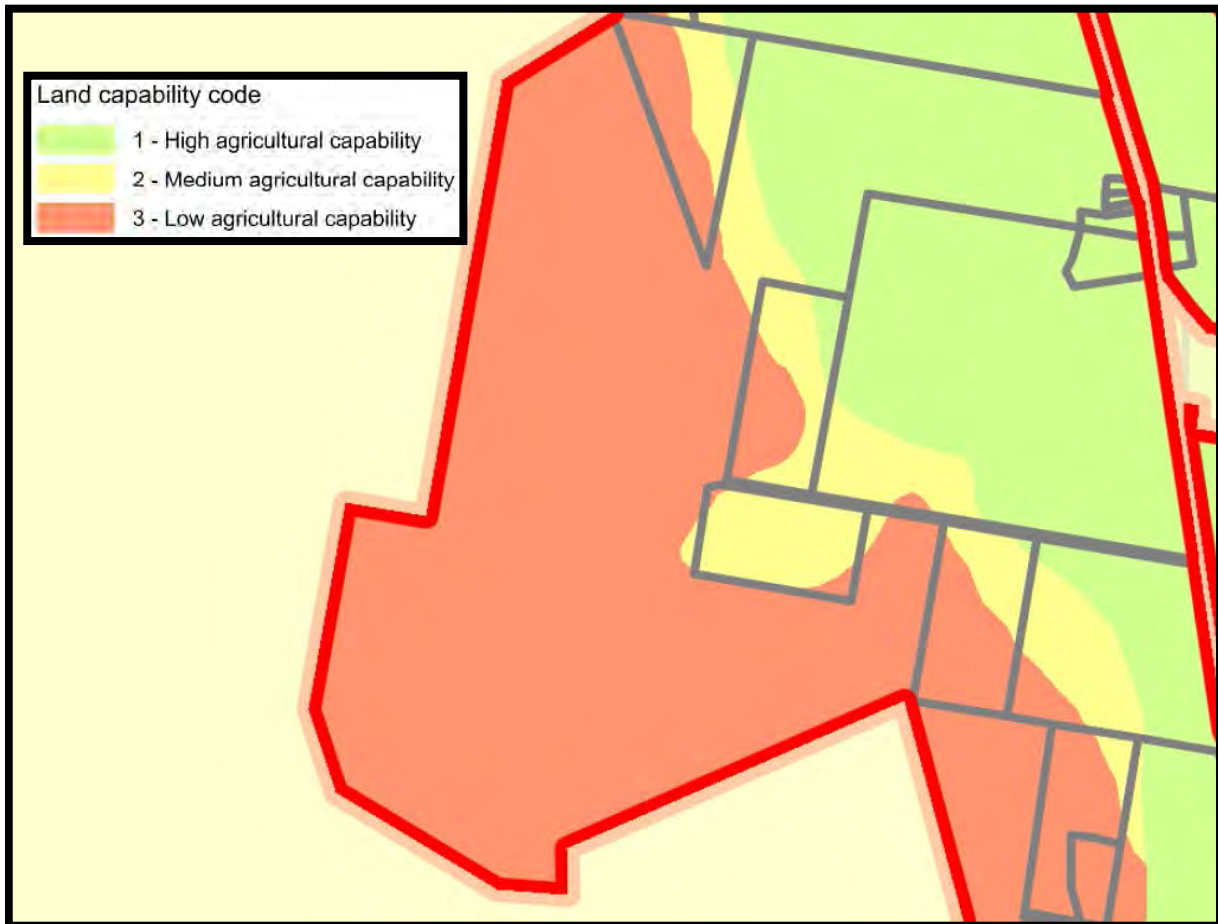


Agricultural Development:

- Use and development of agricultural lands will ensure the long term sustainable management of the natural resources and environment that support the agricultural use of land.
- Use, development and subdivision, which is in support of sustainable agriculture and improved land management, will be strongly supported.
- Applications related to alternative and/or intensive agricultural activities will be carefully assessed to ensure that conflict will not be created with traditional forms of agriculture or nearby residential areas.



APPENDIX B



Source: Alpine Shire Council Land Capability Project (April 2005), RM Consulting Group and O'Neil Pollock and Associates



10 ASSEMBLY OF COUNCILLORS

INTRODUCTION

Section 80A of the *Local Government Act 1989* requires a written record of Assemblies of Councillors to be reported at an ordinary meeting of the Council and to be incorporated in the minutes of the Council meeting.

Cr 8:19pm sorry missed this one...

Cr Pearce

That the summary of the Assemblies of Councillor for September / October 2017 be received.

Carried

BACKGROUND

The written records of the assemblies held during the previous month are summarised below. Detailed assembly records can be found in Attachment 10.0 to this report.

Date	Meeting
26 September	Briefing Session
3 October	Briefing Session
17 October	Briefing Session
24 October	Briefing Session

ATTACHMENT(S)

- 10.0 Assemblies of Councillors – September / October 2017



11 GENERAL BUSINESS

12 MOTIONS FOR WHICH NOTICE HAS PREVIOUSLY BEEN GIVEN

13 RECEPTION AND READING OF PETITIONS



14 DOCUMENTS FOR SEALING

Cr Keeble

Cr Nicholas

That the following documents be signed and sealed.

1. *Contract No 17026 in favour of Cleanaway Pty Ltd for the transportation and disposal of kerbside recyclables;*
2. *Contract No 1705601 Architectural Services; Myrtleford Indoor Sports Stadium Expansion and McNamara Reserve Netball and Tennis Facilities.*
3. ~~*Contract No 1707401 for provision of Contracted Services at Dinner Plain Village to GF and AM Peterson.*~~
4. *Alpine Shire Council Policy No 054 Version 3 – Risk Assessment*
5. *Alpine Shire Council Policy No 093 Version 3 – CCTV Surveillance Camera*

Planning Permits for signing

The planning permit for this use and its development has been approved. You are asked to sign and seal this Agreement under Local Law 1: Council Administration.

6. ~~*Planning Permit 5.2012.64.1 was issued for the ‘Use and Development of Land for Stone Extraction and Removal of Native Vegetation’ at Lot 1 PS341561 Mount Buffalo Road. The native vegetation removal conditions require an area be secured for vegetation offsets. This offset is secured via the approval of a Vegetation Offset Management Plan Conditions 27 and 28 of the permit that is then linked to the land via a Section 173 Agreement to ensure future compliance with the offset requirements.*~~

Carried

There being no further business the Chairperson declared the meeting closed at 8.31p.m

.....

Chairperson

Finance Report Quarterly Review



For the period ending 31 September 2017

Contents

Introduction	3
Income Statement - year end forecast against budget.....	4
Income Statement – explanations of variances	4
Balance Sheet.....	5
Balance Sheet – explanations of variances.....	6
Cash and investments.....	7
Departmental summary.....	8
Departmental summary – explanations of variances	8

Introduction

Preparation of report

The purpose of this report is to provide Council with an overview of quarterly results and an update on the forecast financial position for the year against budget, and it includes:

- Income statement
- Balance sheet
- Cash balance
- Departmental income/expenditure summary.

Explanations are provided for variances greater than \$100,000.

The report has been prepared as required under section 138 of the Local Government Act 1989 and has not been audited. Explanations for budgets and variances have been provided by each department and reviewed by the Finance department.

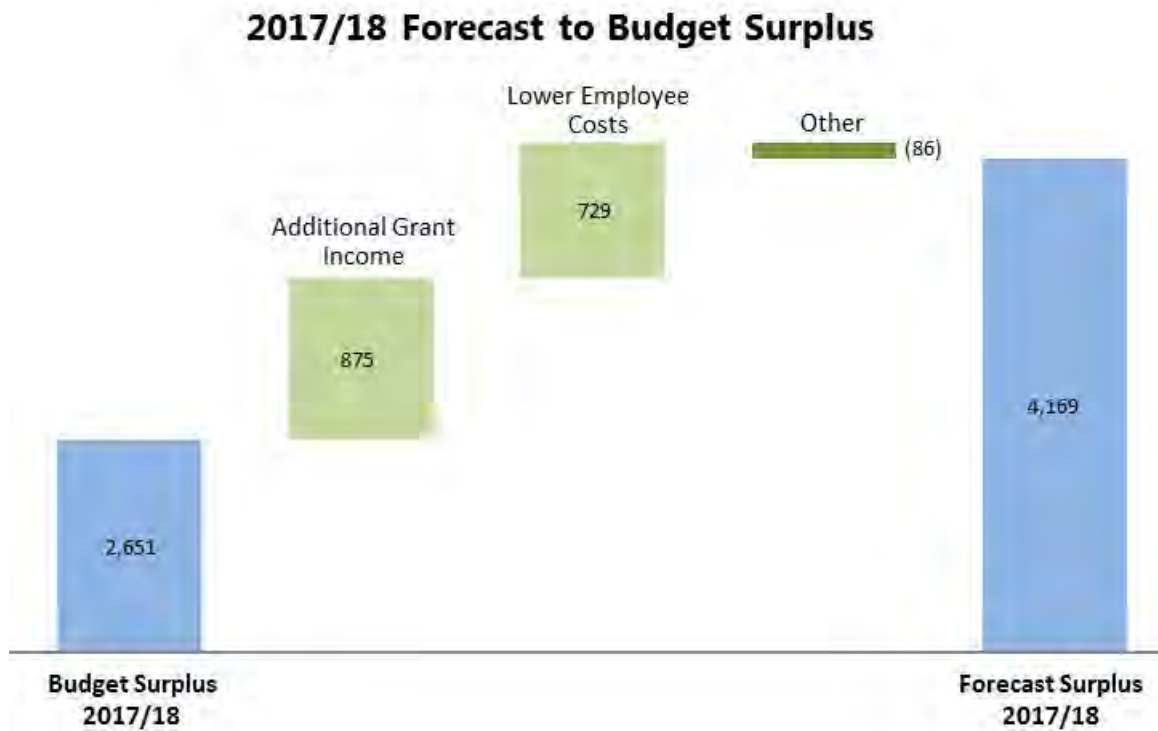
The report is presented to the Finance Committee, and also to the Audit Committee for noting.

Summary

Council is forecasting a full year surplus of \$4.2m, which is \$1.5m higher than budget of \$2.7m.

The primary drivers of this increase include:

- Higher than expected grant income by \$0.9m, due to a) the Financial Assistance Grant and the Roads to Recovery grant exceeding expectations, and b) grant income for a new project, the Eurobin Flood Bypass project;
- Lower than expected employee costs by \$0.7m, largely due to the impact of vacant positions.



Finance Report – Quarterly Review

Income Statement - year end forecast against budget

	Actual YTD	Budget Full	Forecast Full	Variance		Ref
	September	year	year	\$'000	%	
	\$'000	\$'000	\$'000	\$'000	%	
Income						
Rates and charges	17,569	17,490	17,620	130	1%	1
Statutory fees and fines	122	460	460	-	0%	
User fees	204	991	955	(36)	-4%	
Contributions - cash	98	632	632	-	0%	
Contributions - non-monetary assets	-	200	200	-	0%	
Grants - Operating (recurrent)	758	2,400	2,542	142	6%	2
Grants - Operating (non-recurrent)	374	713	716	3	0%	
Grants - Capital (recurrent)	-	500	1,059	559	53%	3
Grants - Capital (non-recurrent)	404	2,542	2,713	171	6%	4
Other income	260	847	899	52	6%	
Total income	19,789	26,775	27,796	1,021	4%	
Expenses						
Employee costs	1,885	8,081	7,352	(729)	-10%	5
Materials and services	2,007	10,685	10,748	63	1%	
Depreciation and amortisation	1,134	4,303	4,535	232	5%	6
Landfill rehabilitation	-	197	197	-	0%	
Other expenses	105	758	751	(7)	-1%	
Net gain on disposal of property, infrastructure, plant and equipment	(52)	100	44	(56)	100%	
Total expenses	5,079	24,124	23,627	(497)	-2%	
Surplus (deficit) for the year	14,710	2,651	4,169	1,518	36%	

Income Statement – explanations of variances

Ref	Item	Explanation
1	Rates and charges	Higher than expected due to additional property development works in the Shire generating more supplementary rates than expected.
2	Grants - Operating (recurrent)	Higher than expected Financial Assistance Grant income.
3	Grants - Capital (recurrent)	Higher than expected Roads to Recovery income.
4	Grants - Capital (non-recurrent)	Grant of \$146k received for an additional project, the Eurobin Flood Bypass.
5	Employee Costs	Forecast \$729k below budget, largely due to ongoing vacant positions, and partially offset by contracts and agency staff represented in the Materials and Services forecast. It is assumed that the first quarter expenditure is representative of the remaining quarters. A more detailed analysis will be provided for the second quarter report.
6	Depreciation and amortisation	Higher than expected revaluations of road, drainage and building assets in the 2015/16 and 2016/17 financial years.

Finance Report – Quarterly Review

Balance Sheet

	Actual YTD September	Budget Full year	Forecast Full year	Variance		Ref
	\$'000	\$'000	\$'000	\$'000	%	
Assets						
Current assets						
Cash and cash equivalents	4,582	1,576	2,348	772	49%	1
Trade and other receivables	13,779	1,550	1,623	73	5%	
Financial assets	10,000	7,000	9,000	2,000	29%	1
Inventories	46	86	73	-13	-15%	
Other assets	93	263	263	0	0%	
Total current assets	28,500	10,475	13,307	2,832	27%	
Non-current assets						
Trade and other receivables	3	-	-	-		
Investments in regional library corporation	252	21	252	231	1100%	
Property, infrastructure, plant & equipment	206,873	213,703	212,328	-1,375	-1%	2
Inventories	138	151	143	-8	-5%	
Total non-current assets	207,266	213,875	212,723	-6,609	-3%	
Total assets	235,766	224,350	226,030	1,680	1%	
Liabilities						
Current liabilities						
Trade and other payables	19	1,881	1,890	9	0%	
Trust funds and deposits	1,750	981	546	-435	-44%	3
Provisions	1,977	2,853	2,692	-161	-6%	
Income received in advance	93	30	30	0	0%	
Total current liabilities	3,839	5,745	5,158	-1,906	-33%	
Non-current liabilities						
Provisions	3,390	3,009	2,483	-526	-17%	4
Income received in advance	417	387	387	-	0%	
Total non-current liabilities	3,807	3,396	2,870	-526	-15%	
Total liabilities	7,646	9,141	8,028	-1,113	-12%	
Net assets	228,120	215,209	218,002	2,793	1%	
Equity						
Accumulated surplus	107,051	91,383	98,138	6,755	7%	
Reserves	121,069	123,826	119,864	-3,962	-3%	
Total equity	228,120	215,209	218,002	2,793	1%	

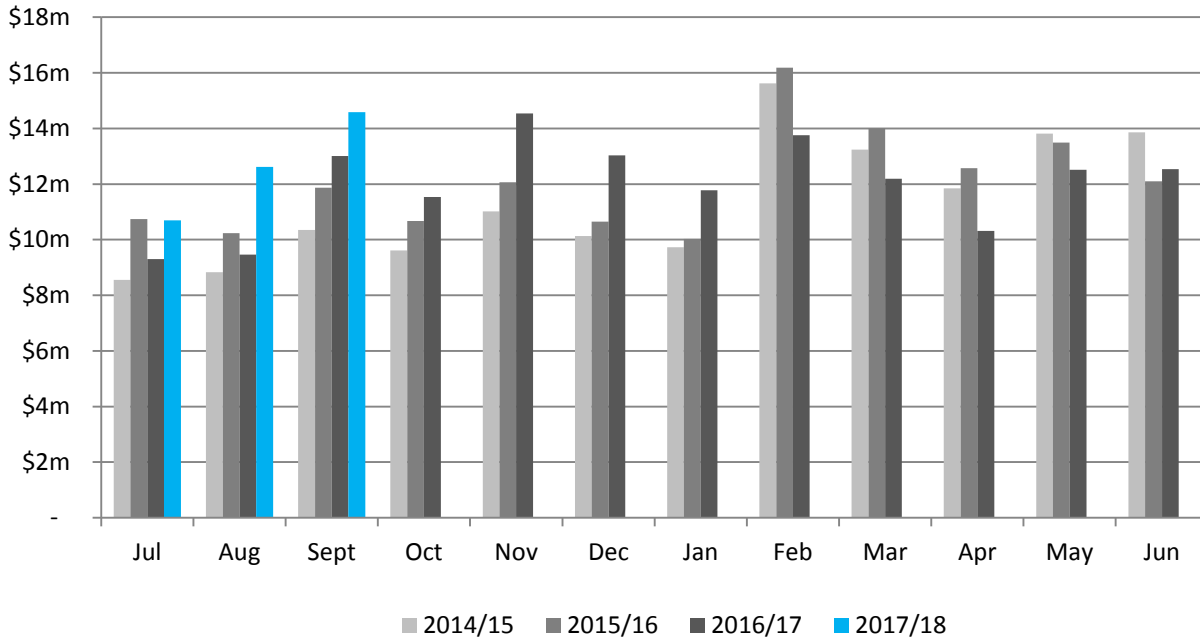
Balance Sheet – explanations of variances

Ref	Item	Explanation
1	Cash assets	<p>Forecast higher than budget due to a) a higher than expected surplus in 2016/17, b) higher than expected grant income in 2017/18, and c) forecast savings in employee costs in 2017/18.</p> <p>The quarter one balance includes \$1.5m in fire services levy payable in October and \$2.1m of grants received in advance in 2016/17.</p>
2	Property, infrastructure, plant and equipment	The net revaluation of roads and drainage assets was less than expected.
3	Trust funds and deposits	Lower than expected as the budget was based on an abnormal fire service levy balance in 2015/16.
4	Provisions – non current	Decrease in the landfill rehabilitation liability following the 2016/17 end-of-financial-year review.

Cash and Investments

The cash balance was \$14.6m the end of quarter one. This was higher than the 2016/17 quarter one cash balance of \$13.0m due to a) receiving the Financial Assistance Grant in advance this year, b) early receipt of rates in lieu, and c) fire services levy payments from AGL.

Monthly Cash Balance



Finance Report – Quarterly Review

Departmental Summary

	Actual YTD September \$'000	Budget Full year \$'000	Forecast Full year \$'000	Variance \$'000	Ref
Income					
Asset Development	807	3,612	4,397	785	1
Asset Maintenance	16	191	191	-	
Corporate Services	16,001	18,425	18,614	189	2
Councillors and Executive	9	7	12	5	
Economic and Community Development	497	775	794	19	
Facilities	2,458	3,557	3,637	80	
Planning and Amenity	186	645	645	-	
Grand Total	19,973	27,212	28,290	1,078	
Expenditure					
Asset Development	518	8,236	9,098	862	3
Asset Maintenance	279	2,725	2,725	-	
Corporate Services	803	2,627	2,556	(71)	
Councillors and Executive	2,043	8,624	7,975	(649)	4
Economic and Community Development	574	1,849	1,857	8	
Facilities	418	3,429	3,451	23	
Planning and Amenity	50	508	588	80	
Expenditure Total	4,685	27,998	28,250	252	

Departmental summary – explanations of variances

Ref	Item	Explanation
1	Asset Development Income	Higher than expected grant funding, including Roads to Recovery of \$557k.
2	Corporate Services Income	Higher than expected supplementary rate charges due to additional property development across the shire.
3	Asset Development Expenditure	Higher than expected due to additional projects such as the Eurobin Flood Bypass for \$365k and additional expenditure on the Alpine Events Park of \$350k.
4	Councillors and Executive Expenditure	Lower than expected employee costs, see note 5 of the Income Statement.

WARNING TO ESTATE AGENTS

**DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER**

Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **Lot 1 on Unregistered Plan of Subdivision PS 812525K,
Churchill Avenue, Bright, 3741**

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties - must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:

..... on/...../2017

Print name(s) of person(s) signing: **JAMES ALLAN HERSCHELL**

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

SIGNED BY THE VENDOR:

..... on/...../2017

Print name(s) of person(s) signing: **ALPINE SHIRE COUNCIL**

State nature of authority, if applicable: Signed by an Authorised Officer

The **DAY OF SALE** is the date by which both parties have signed this contract.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: The 3-day cooling-off period does not apply if:

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN**Off-the-plan sales** (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

Particulars of sale**Vendor's estate agent**

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Vendor**ALPINE SHIRE COUNCIL (ABN 14 821 390 281)**

Great Alpine Road, Bright, VIC 3741

Email:

Vendor's legal practitioner or conveyancer**MGR Solicitors**

57 Reid Street, Wangaratta VIC 3677

PO Box 67, Wangaratta VIC 3676

DX: 67711 Wangaratta

Email: jye@mgrsolicitors.com.au

Tel: 03 5721 2149 Mob: Fax: 03 5721 9522 Ref: JC:170878

Purchaser**JAMES ALLAN HERSCHELL**

2 Orchard Court, Bright, VIC 3741

Email: vicinqlld@hotmail.com**Purchaser's legal practitioner or conveyancer**

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10279	Folio	406 (PART)	1	PS 812525K (UNREGISTERED)

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: Lot 1 on Unregistered Plan of Subdivision PS 812525K,
Churchill Avenue, Bright, 3741

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixtures and fittings

Payment (general condition 11)

Price	\$450,000.00		
Deposit	\$45,000.00	by contract date (of which \$	has been paid)
Balance	\$405,000.00	payable at settlement	

GST (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box

plus GST

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

Settlement (general condition 10)

is due on

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

Subject to lease

If '**subject to lease**' then particulars of the lease are :

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

See attached.

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount

Approval date:

This contract does not include any special conditions unless the words '**special conditions**' appear in this box

Special conditions

If the purchaser is a corporation, then the directors must sign the following guarantee.

GUARANTEE AND INDEMNITY

Vendor: **ALPINE SHIRE COUNCIL (ABN 14 821 390 281)**

Purchaser:Pty Ltd. ACN.....
Being the Purchaser named in the attached Particulars of Sale

Guarantors: of
(Full Name) (Address)
..... of

1. BACKGROUND

- A. The Guarantors have asked the Vendors to enter into this contract with the Purchaser.
- B. The Guarantors now give this guarantee in consideration of the Vendor agreeing to the request and contracting with the Purchaser.

2. GUARANTEE AND INDEMNITY

- 1.1 The Guarantors guarantee that the Purchaser will perform all its obligations under this Contract.
- 1.2 The Guarantors will pay the Vendors any amount which the Vendors are entitled to recover under this contract when the Vendors demand it.
- 1.3 The Guarantors indemnify the Vendors against all losses resulting from entering into this Contract, as a result of the Purchaser's failure to perform under this Contract.
- 2. This Guarantee will not be affected by the Vendors granting the Purchaser time or any other indulgence.
- 3. This Guarantee binds the Guarantors together and separately, if there is more than one guarantor.

IN WITNESS the said Guarantors have set their hands and seals
this / / 2017.

SIGNED SEALED AND DELIVERED by the Guarantors)
Signature of Guarantor

in Victoria in the presence of:)
Signature of Guarantor

.....
Signature of Witness
.....
Print Full Name
.....
Address

Special Conditions

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)

Special condition 1 – Acceptance of title

General condition 12.4 is added:

Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

Special condition 1B – Foreign resident capital gains withholding

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* (“the amount”) because one or more of the vendors is a foreign resident, the property is or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 1B.4 The amount is to be deducted from the vendor’s entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 1B.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition; despite
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special Condition 2 – Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Directors Guarantee

If the purchaser is a proprietary limited company then, pursuant to general condition 20, the vendor requires that all of the directors of the purchaser company guarantee the purchaser's performance of this contract by executing the Deed of Guarantee & Indemnity which attached, upon its execution by the Guarantors is delivered and operates as a deed.

4. Boundary Fencing

The Vendor will contribute \$1.00 (which has been taken into account in the purchase price) towards the cost of the boundary fencing of the land sold. The Purchaser will contribute the balance. The Purchaser, or the Purchaser's successors in title, will not look to the Vendor for any further contribution and will indemnify the Vendor from any future claim against the Vendor in relation to the contribution, cost, or construction of the boundary fencing. This special condition may be pleaded by the Vendor as an agreement pursuant to Part I of the Fences Act but will not prevent the Purchaser from seeking contribution pursuant to the Fences Act from any person other than the Vendor, its licensee or lessee. This special condition does not merge on settlement.

5. Filling

The Purchaser accepts that the property may be cut and/or filled during the subdivision earthworks and the Purchaser will not make any requisition or claim for compensation in relation to same.

6. Planning Permit

The Purchaser acknowledges that prior to entering into this Contract, they read and were independently advised of the conditions set out in Planning Permit No. 2015.137.1 as attached to the Vendor Statement.

7. Unregistered Plan of Subdivision**7.1 Contract Subject to Registration**

This Contract is subject to the Registrar of Titles Registering the Plan of Subdivision (annexed to the Vendor's Statement). If the Plan is not approved within 24 months of the day of sale, either party may, at any time after the expiration of that period but before the Plan is so registered rescind the Contract in which case all deposit monies shall be refunded. The Vendor may only rescind the Contract pursuant to this Special Condition if the Vendor:

- (a) has done everything reasonably required to obtain the approval and acted expeditiously thereto;
- (b) is not at the time of the rescission in breach of any other condition.

7.2 Deposit

The deposit that is to be paid is to be held on trust for the Purchaser until the registration of the Plan of Subdivision.

7.3 Caveat

The Purchaser shall not lodge a Caveat against the Vendor's Title until allocation by the Registrar of Titles of a new Volume and Folio number after registration of the Plan of Subdivision.

7.4 Do All Things Necessary

Each party shall at their own expense expeditiously execute all consents, requisitions and applications and sign all documents and take all other steps reasonably necessary to assist in the approval of the Plan of Subdivision.

7.5 Variation

The Purchaser shall accept minor variations to the Plan of Subdivision as may be requested by the Registrar of Titles in order to affect such registration.

8. Section 189

The contract is subject to Section 189 Local Government Act 1989. It is acknowledged by both parties that this contract does not fetter the powers, discretions or duties of the Vendor pursuant to Section 189 and Section 223 of the Local Government Act or in relation to any other powers or obligation the Vendor has under any Act, Legislation or Local Law, including but not limited to the Local Government Act 198, that may apply to this contract or municipal district.

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11

- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional**16. TIME**

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

20. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

21. NOTICES

The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

23. TERMS CONTRACT

23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default**26. INTEREST**

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. DEFAULT NOTICE

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and

- (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

DATED

2017

**ALPINE SHIRE COUNCIL
(ABN 14 821 390 281)**

to

JAMES ALLAN HERSCHELL

CONTRACT OF SALE OF REAL ESTATE

**Property: Sale of proposed Lot 1 on Unregistered Plan of Subdivision PS812525K,
Churchill Avenue, Bright 3741**

MGR SOLICITORS

Solicitors
57 Reid Street
Wangaratta Vic 3677

Tel: 03 5721 2149
Fax: 03 5721 9522
DX 67711 Wangaratta
Ref: JC:170878

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	Lot 1 on Unregistered Plan of Subdivision PS812525K, Churchill Avenue, Bright, 3741	
Vendor's name	Alpine Shire Council (ABN 14 821 390 281)	Date / /
	Vendor's signature (Signed by an authorised officer)	
Purchaser's name	James Allan Herschell	Date / /
	Purchaser's signature	

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) Their amounts are:

Authority	Amount	Interest (if any)
(1) Alpine Shire Council	(1) \$1,650.00 - annual charge	(1)
(2) North East Water	(2) \$550.00 - sewer & drainage charges - annual charge	(2)
(3)	(3)	(3)

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

	To	
--	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Is in the attached copies of title documents.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.
--

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

NOTICES

3.5 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Are contained in the attached certificates and or statements.

3.6 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

3.7 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

4. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Are contained in the attached certificates or statements.

5. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

Not Applicable.

6. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

7. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	--	---------------------------------------	-----------------------------------	---

8. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

(a) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

(a) Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached.

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Due diligence checklist
Registered Title Search Volume 10279 Folio 406
Plan of subdivision 344761E
Proposed Plan of Subdivision PS812525K
Planning Certificate
Property Report
Planning Property Report
Bushfire Prone Report

Planning Permit No: 2015.137.1

Lease

Council Rates Notice

North East Water Statement

Land Tax Certificate

Heritage Certificate

Vicroads Certificate

EPA Certificate

Building Permit No: 6.2015.338

Occupancy Permit No: 6.2015.338

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 10279 FOLIO 406

Security no : 124067490022J

Produced 09/08/2017 01:10 pm

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 344761E.
PARENT TITLE Volume 09578 Folio 545
Created by instrument PS344761E 26/04/1996

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

ALPINE SHIRE COUNCIL of CHURCHILL AVENUE BRIGHT VIC 3741
PS344761E 26/04/1996

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS344761E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

ADMINISTRATIVE NOTICES

NIL

eCT Control 09845R ALPINE SHIRE COUNCIL
Effective from 03/04/2014

DOCUMENT END

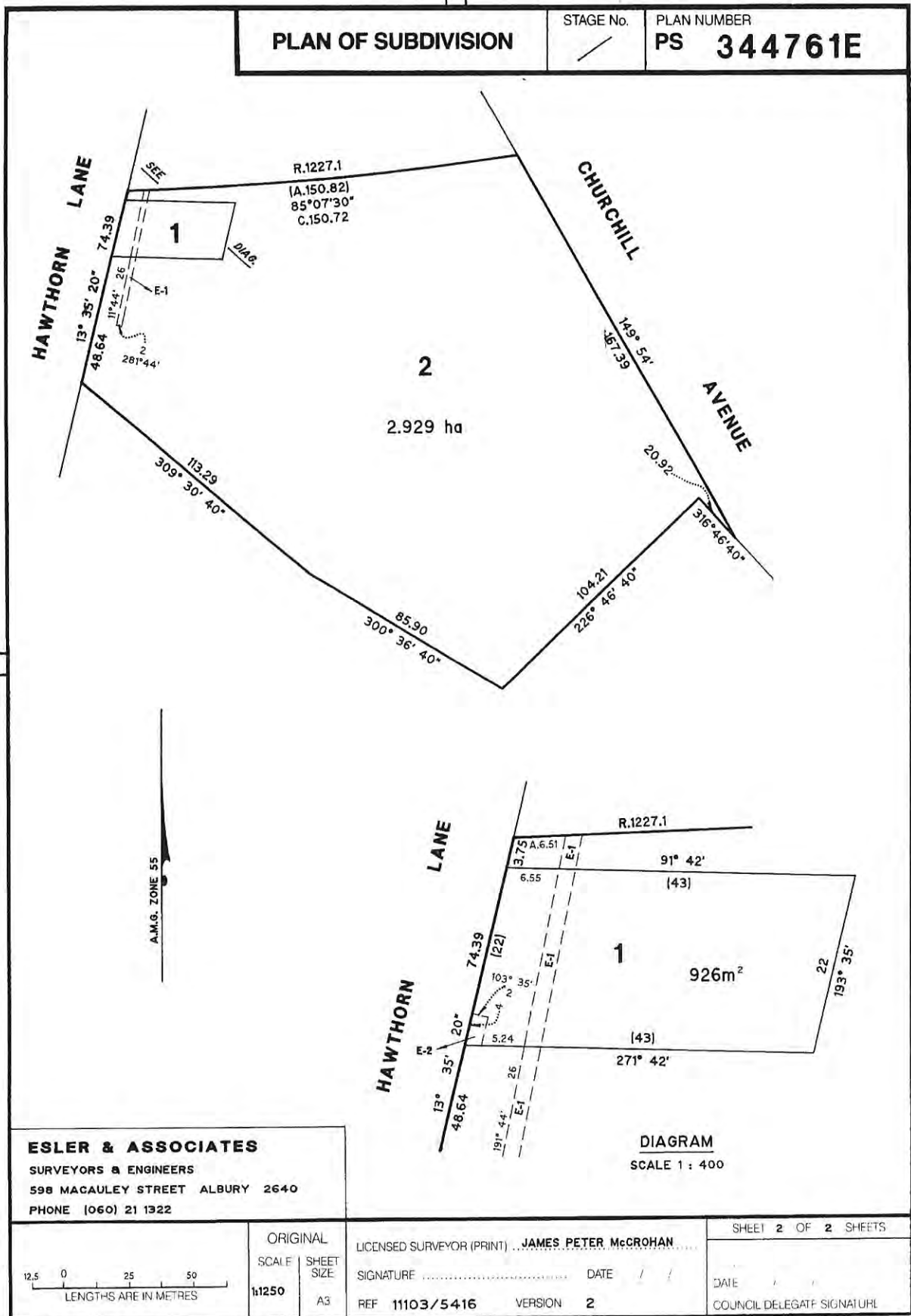
Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by InfoTrack has been obtained from InfoTrack Pty Limited

by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited

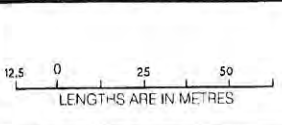
who is licensed by the State to provide this information.

PLAN OF SUBDIVISION				STAGE NO. /	LTO use only EDITION 1	Plan Number PS 344761E
Location of Land Parish: BRIGHT Township: _____ Section: D Crown Allotment: 7 Crown Portion: LTO Base Record: PARISH (2227) SHEET2 Title Reference: VOL.9578 FOL.545 (PART) Last Plan Reference: _____ Postal Address: HAWTHORN LANE (at time of subdivision) BRIGHT 3741 AMG Co-ordinates E 497 170 Zone: 55 (of approx. centre of land in plan) N 5 934 740				Council Certificate and Endorsement Council Name: ALPINE SHIRE Ref: 909 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6- / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council delegate Council seal Date 18 / 12 / 95 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads and/or Reserves						
Identifier		Council/Body/Person				
NIL		NIL				
Notations						
Staging This is/is not a staged subdivision Planning Permit No.						
Depth Limitation 15.24 METRES APPLIES TO ALL THE LAND						
Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) 38,83,116,117,165 In Proclaimed Survey Area No. 35						
Easement Information						LTO use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						Statement of Compliance/ Exemption Statement
						Received <input checked="" type="checkbox"/> Date 27 / 3 / 96
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
E-1	SEWERAGE	2	THIS PLAN	OVENS REGION WATER AUTHORITY		
E-2	POWER LINE	2	THIS PLAN-SECTION 44 OF THE ELECTRICITY INDUSTRY ACT 1993.	EASTERN ENERGY LIMITED ACN 064 651 118		
						LTO use only PLAN REGISTERED TIME 12:10pm DATE 26 / 4 / 96 _____ Assistant Registrar of Titles Sheet 1 of 2 Sheets
ESLER & ASSOCIATES SURVEYORS & ENGINEERS 598 MACAULEY STREET ALBURY 2640 PHONE (060) 21 1322			LICENSED SURVEYOR (PRINT) JAMES PETER McCROHAN SIGNATURE..... DATE / / REF 11103/5416 VERSION 2		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	



ESLER & ASSOCIATES
 SURVEYORS & ENGINEERS
 598 MACAULEY STREET ALBURY 2640
 PHONE (060) 21 1322

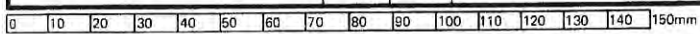
DIAGRAM
 SCALE 1 : 400



ORIGINAL
 SCALE SHEET SIZE
 1:1250 A3

LICENSED SURVEYOR (PRINT) **JAMES PETER McCROHAN**
 SIGNATURE DATE / /
 REF **11103/5416** VERSION **2**

SHEET 2 OF 2 SHEETS
 DATE
 COUNCIL DELEGATE SIGNATURE

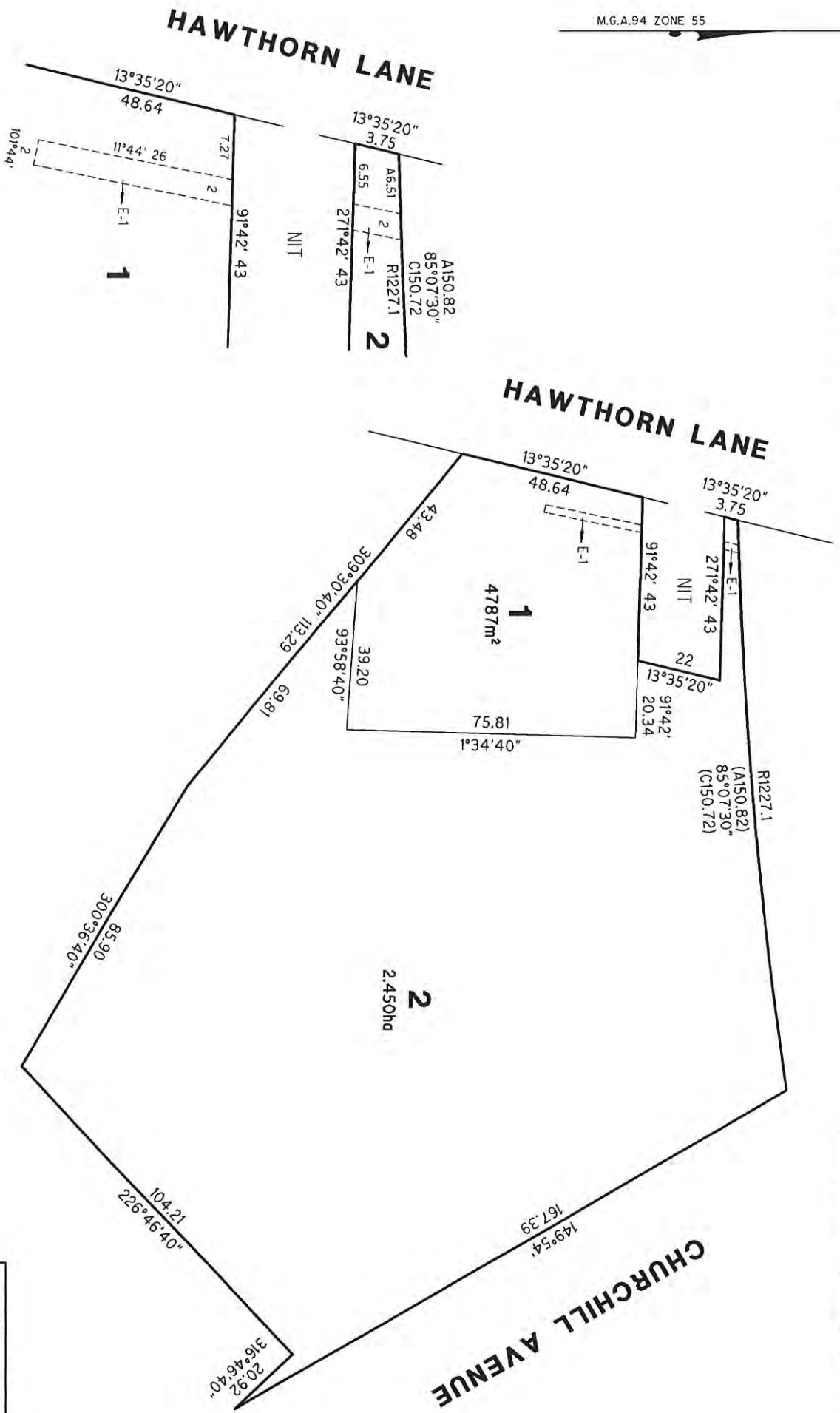


PLAN OF SUBDIVISION			EDITION 1	PS 812525K
LOCATION OF LAND PARISH: BRIGHT SECTION: D CROWN ALLOTMENT: 7 (PART) TITLE REFERENCE: Vol. Fol. LAST PLAN REFERENCE: PS344761E (LOT 2) POSTAL ADDRESS: 18 HAWTHORN LANE (at time of subdivision) BRIGHT 3741 MGA CO-ORDINATES: E: 497 290 ZONE:55 (of approx centre of land in plan) N: 5 934 920 GDA 94			COUNCIL NAME: ALPINE SHIRE <div style="border: 1px solid black; padding: 5px; display: inline-block;">ADVANCE COPY ONLY</div>	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		LOT 1 IS THE RESULT OF THIS SURVEY THE DIMENSIONS AND AREA OF LOT 2 ARE, OR HAVE BEEN DEDUCED FROM, TITLE LOT 2 ON THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENSE TO USE.	
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION 15.24m BELOW THE SURFACE				
SURVEY: This plan is based on partial survey. STAGING: This is not a staged subdivision. Planning Permit No. --- This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No. 35				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 E-1	SEWERAGE SEWERAGE	2 2	PS344761E THIS PLAN	OVENS REGION WATER AUTHORITY NORTH EAST REGION WATER CORPORATION
ESLER & ASSOCIATES SURVEYORS, ENGINEERS & DEVELOPMENT CONSULTANTS 598 MACAULEY STREET ALBURY 2640, (02)60211322 31 BAKER STREET WANGARATTA 3677, (03)57215688			SURVEYORS FILE REF: 62696 <i>PAUL DAVID SMITHWICK</i> VERSION 1	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2

ADVANCE COPY ONLY

PLAN NUMBER
PS 812525K

M.G.A.94 ZONE 55



ESLER & ASSOCIATES

SURVEYORS, ENGINEERS & DEVELOPMENT CONSULTANTS
598 MACAULEY STREET ALBURY 2640, (02)60211322
31 BAKER STREET WANGARATTA 3677, (03)57215688

SCALE
1 : 1000



PAUL DAVID SMITHWICK

VERSION 1

SURVEYORS FILE REF: 62696

ORIGINAL SHEET
SIZE A3

SHEET 2

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

461580

APPLICANT'S NAME & ADDRESS

MCSWINEY GREEN & ROMAN C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

COUNCIL, ALPINE SHIRE

PURCHASER

HERSCHELL, KRISTY

REFERENCE

4675

This certificate is issued for:

LOT 2 PLAN PS344761 ALSO KNOWN AS 12 CHURCHILL AVENUE BRIGHT
ALPINE SHIRE

The land is covered by the:

ALPINE PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a PUBLIC USE ZONE OTHER PUBLIC USE
- is within a BUSHFIRE MANAGEMENT OVERLAY (BMO-WMO)

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/alpine>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
(<http://vhd.heritage.vic.gov.au/>)

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA@
570 Bourke Street
Melbourne VIC 3000
Tel: (03) 8636 2456

14 August 2017

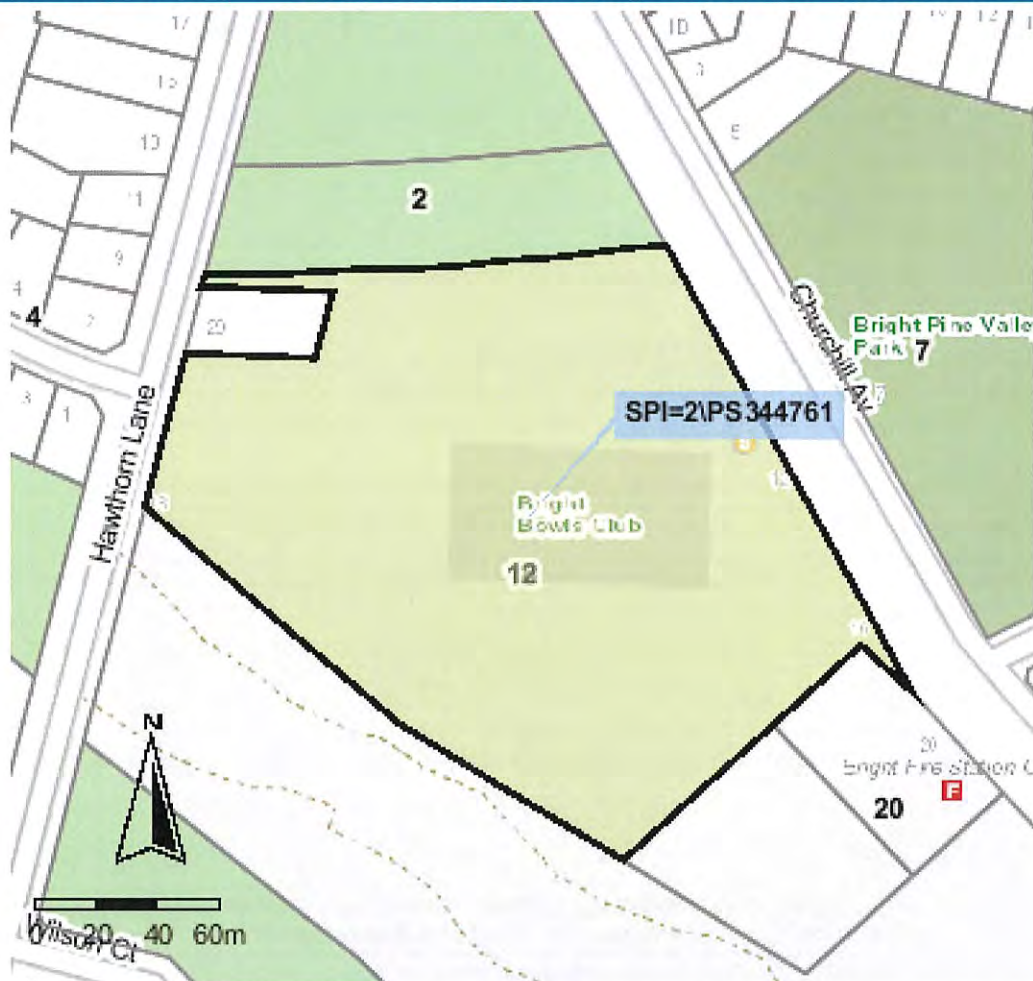
Hon. Richard Wynne MP
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 8636 2456 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by www.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm and for as little as \$11.70 (plus your broker's service fee where applicable) receive your authoritative Planning Certificate same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

Property Report

from www.land.vic.gov.au on 09 August 2017 01:02 PM

Lot and Plan Number: Lot 2 PS344761

Address: See table below.

Standard Parcel Identifier (SPI): 2\PS344761

Local Government (Council): ALPINE **Council Property Number:** NCPR

Directory Reference: VicRoads 661 Q3

Note: There are 5 properties identified for this site.

These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

This parcel is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Address Details

These addresses have been found for this property

Address
12 CHURCHILL AVENUE BRIGHT 3741
14 CHURCHILL AVENUE BRIGHT 3741
16 CHURCHILL AVENUE BRIGHT 3741

Address
CHURCHILL AVENUE BRIGHT 3741
18 HAWTHORN LANE BRIGHT 3741

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: OVENS VALLEY

Utilities

Regional Urban Water Business: North East Water

Rural Water Business: Goulburn-Murray Water

Melbourne Water: outside drainage boundary

Power Distributor: AUSNET (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: PUBLIC USE ZONE - OTHER PUBLIC USE (PUZ7)

SCHEDULE TO THE PUBLIC USE ZONE - OTHER PUBLIC USE (PUZ7)

Planning Overlay: BUSHFIRE MANAGEMENT OVERLAY (BMO OR WMO)

Areas of Aboriginal Cultural Heritage Sensitivity:

This parcel is within, or affected by, one or more areas of cultural heritage sensitivity

Planning information continued on next page

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer



Environment,
Land, Water
and Planning

Planning scheme data last updated on 3 August 2017.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State, local, particular and general provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Areas of Aboriginal Cultural Heritage Sensitivity

The data provides indicative information about the location and extent of areas of Aboriginal cultural heritage sensitivity and is provided to assist with the decisions about the potential need to prepare a Cultural Heritage Management Plan in relation to proposed activities on this property.

For further information about whether a Cultural Heritage Management Plan is required go to [Aboriginal Heritage Planning Tool](#)

To find out if your property has any recorded Aboriginal cultural heritage places, such as scarred trees, occupation sites or places of burial, you can request information from the Victorian Aboriginal Heritage Register.

Find out more about the [Victorian Aboriginal Heritage Register](#)

Area Map



Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

36.01
23/09/2011
VC77

PUBLIC USE ZONE

Shown on the planning scheme map as **PUZ** with a number.

Purpose

To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.

To recognise public land use for public utility and community services and facilities.

To provide for associated uses that are consistent with the intent of the public land reservation or purpose.

36.01-1
23/09/2011
VC77

Table of uses

Section 1 - Permit not required

Use	Condition
Railway	
Railway station	The total leasable floor area for the selling of food, drink and other convenience goods and services must not exceed 50 square metres.
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.
Any other use	The use must be for the purpose described in the table to Clause 36.01-6 which corresponds to the notation on the planning scheme map. The use must be carried out by or on behalf of the public land manager.

Section 2 - Permit required

Use	Condition
------------	------------------

Section 3 - Prohibited

Use

Nil

36.01-2
19/01/2006
VC37

Permit requirement

A permit is required to:

- Construct a building or construct or carry out works for any use in Section 2 of Clause 36.01-1. This does not apply to navigational beacons and aids.
- Subdivide land.

36.01-3
19/01/2006
VC37

Application requirements

An application for a permit by a person other than the relevant public land manager must be accompanied by the written consent of the public land manager, indicating that the public land manager consents generally or conditionally either:

- To the application for permit being made.
- To the application for permit being made and to the proposed use or development.

36.01-4
19/01/2006
VC37

Decision guidelines

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- The comments of any Minister or public land manager having responsibility for the care or management of the land or adjacent land.
- Whether the development is appropriately located and designed, including in accordance with any relevant use, design or siting guidelines.

36.01-5
19/01/2006
VC37

Permit not required

A permit is not required to use land, or to construct a building or construct or carry out works on land, listed in a schedule to this zone, provided any condition in the schedule is complied with.

36.01-6
19/01/2006
VC37

Table of public land use

Shown on the planning scheme map	Purpose of public land use
PUZ1	Service & Utility
PUZ2	Education
PUZ3	Health & Community
PUZ4	Transport
PUZ5	Cemetery/Crematorium
PUZ6	Local Government
PUZ7	Other public use

36.01-7
15/12/2008
VC50

Advertising signs

Advertising sign requirements are at Clause 52.05. This zone, except for the PUZ4 (Transport), is in Category 4 unless a different requirement is specified in the schedule to this zone.

For land within the PUZ4 (Transport), the category of advertising control which applies is the category which applies to the adjoining zone nearest to the land. If land is equidistant from two or more adjoining zones, the least restrictive category applies.

Where the Road Zone is the nearest adjoining zone, a permit is required to display a sign.

Note: Refer to the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement, for strategies and policies which may affect the use and development of land.

Check whether an overlay also applies to the land.

Other requirements may also apply. These can be found at Particular Provisions.

19/01/2006
VC37

SCHEDULE TO THE PUBLIC USE ZONE

Public land	Use or development	Conditions
None specified		

Land	Advertising Sign Category
None specified	

Planning Property Report

from www.planning.vic.gov.au on 09 August 2017 01:12 PM

Lot and Plan Number: Lot 2 PS344761

Address: CHURCHILL AVENUE BRIGHT 3741

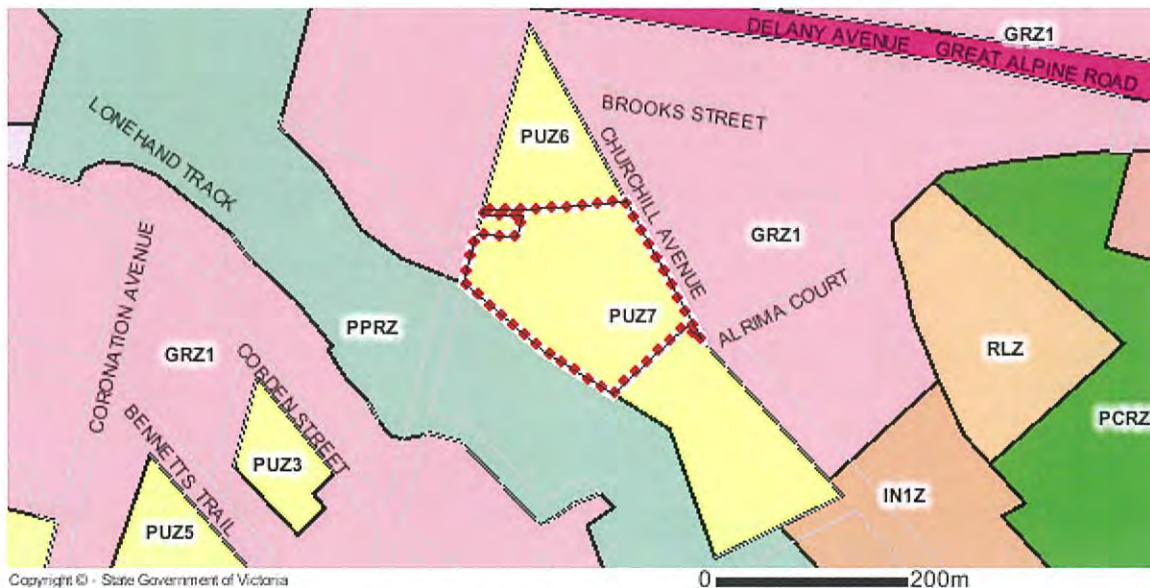
Local Government (Council): ALPINE **Council Property Number:** NCPR

Directory Reference: VicRoads 661 Q3

Planning Zone

PUBLIC USE ZONE - OTHER PUBLIC USE (PUZ7)

SCHEDULE TO THE PUBLIC USE ZONE - OTHER PUBLIC USE (PUZ7)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Zones Legend

ACZ - Activity Centre	IN1Z - Industrial 1	R1Z - General Residential
B1Z - Commercial 1	IN2Z - Industrial 2	R2Z - General Residential
B2Z - Commercial 1	IN3Z - Industrial 3	R3Z - General Residential
B3Z - Commercial 2	LDRZ - Low Density Residential	RAZ - Rural Activity
B4Z - Commercial 2	MUZ - Mixed Use	RCZ - Rural Conservation
B5Z - Commercial 1	NRZ - Neighbourhood Residential	RDZ1 - Road - Category 1
C1Z - Commercial 1	PCRZ - Public Conservation & Resource	RDZ2 - Road - Category 2
C2Z - Commercial 2	PDZ - Priority Development	RGZ - Residential Growth
CA - Commonwealth Land	PPRZ - Public Park & Recreation	RLZ - Rural Living
CCZ - Capital City	PUZ1 - Public Use - Service & Utility	RUZ - Rural
CDZ - Comprehensive Development	PUZ2 - Public Use - Education	SUZ - Special Use
DZ - Dockland	PUZ3 - Public Use - Health Community	TZ - Township
ERZ - Environmental Rural	PUZ4 - Public Use - Transport	UFZ - Urban Floodway
FZ - Farming	PUZ5 - Public Use - Cemetery/Crematorium	UGZ - Urban Growth
GRZ - General Residential	PUZ6 - Public Use - Local Government	Urban Growth Boundary
GWAZ - Green Wedge A	PUZ7 - Public Use - Other Public Use	
GWZ - Green Wedge	PZ - Port	

Railway
 Tram
 River, stream
 Lake, waterbody

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

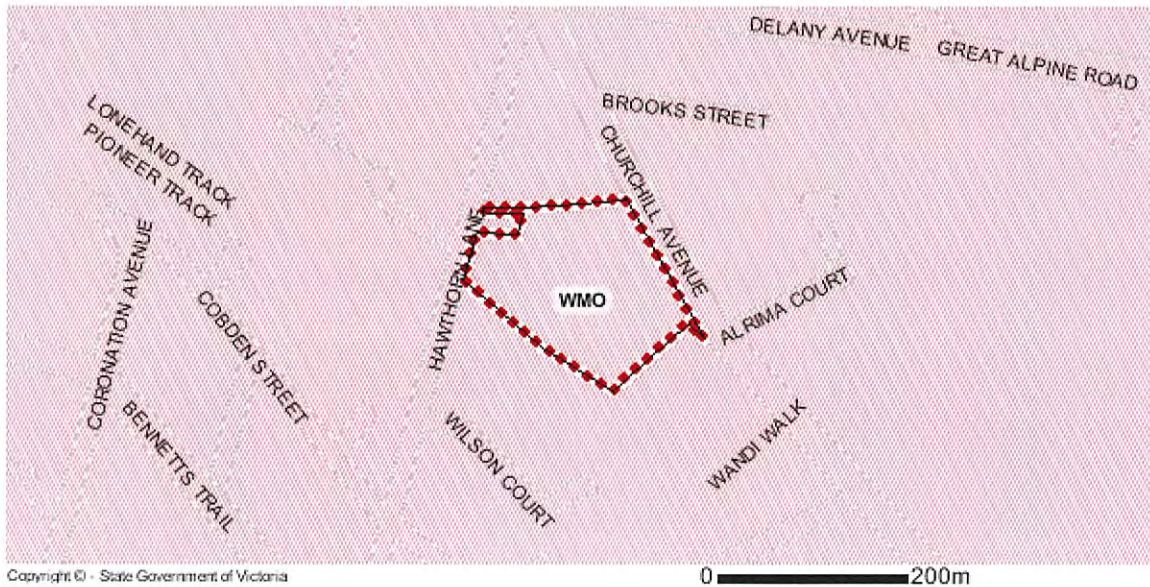
Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer



Environment,
Land, Water
and Planning

Planning Overlay

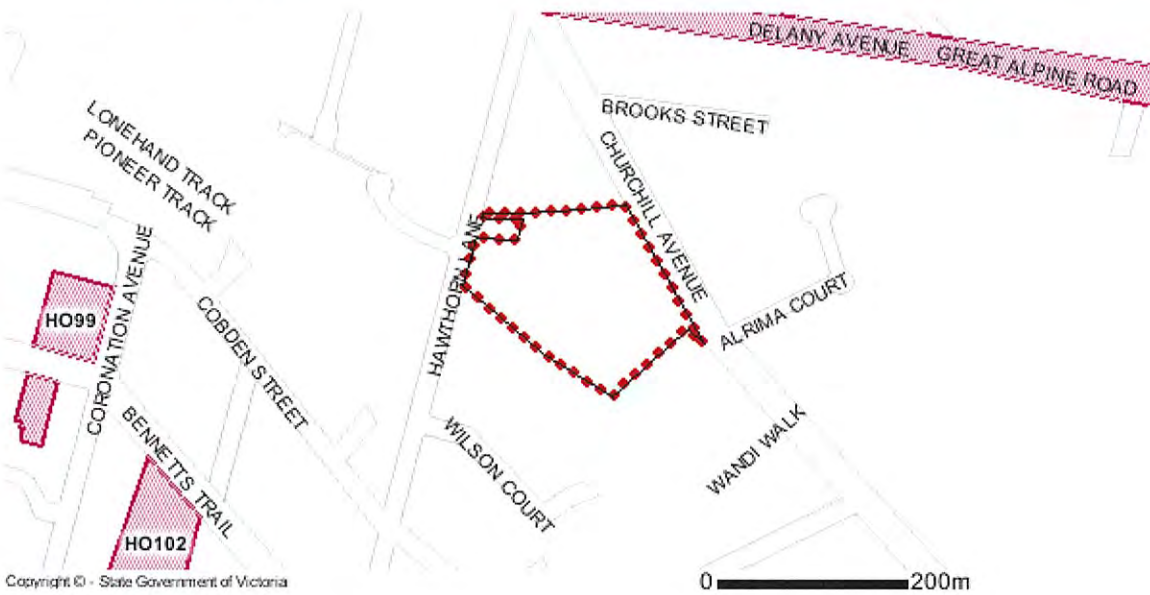
BUSHFIRE MANAGEMENT OVERLAY (BMO OR WMO)



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer



Environment,
Land, Water
and Planning

Planning Overlays Legend

Overlays Legend

	AEO - Airport Environs		LSIO - Land Subject to Inundation
	BMD - Bushfire Management (also WMO)		MAEO1 - Melbourne Airport Environs 1
	CLPD - City Link Project		MAEO2 - Melbourne Airport Environs 2
	DCPO - Development Contributions Plan		NCO - Neighbourhood Character
	DDO - Design & Development		PO - Parking
	DDOPT - Design & Development Part		PAD - Public Acquisition
	DPO - Development Plan		RO - Restructure
	EAO - Environmental Audit		RCO - Road Closure
	EMD - Erosion Management		SBO - Special Building
	ESO - Environmental Significance		SLO - Significant Landscape
	FO - Floodway		SMO - Salinity Management
	HO - Heritage		SRD - State Resource
	IPO - Incorporated Plan		VPO - Vegetation Protection
	Railway		Tram
	River, stream		Lake, waterbody

Note: due to overlaps some colours on the maps may not match those in the legend.

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer



Environment,
Land, Water
and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

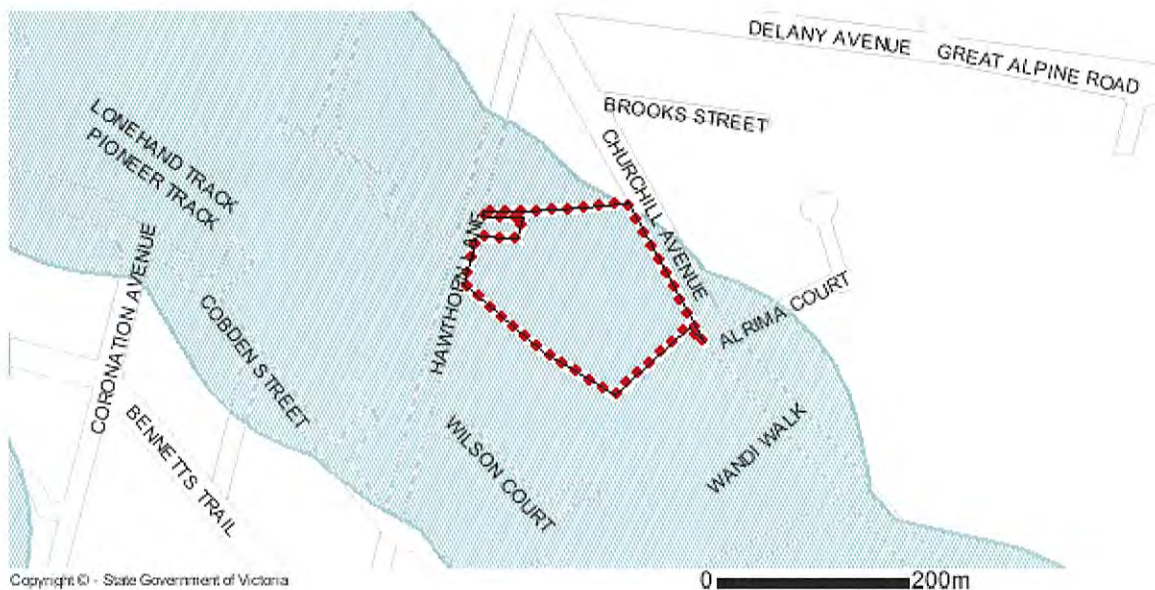
This parcel is within, or is affected by, one or more areas of cultural heritage sensitivity as described in the Aboriginal Heritage Regulations 2007.

The data provides indicative information about the location and extent of areas of Aboriginal cultural heritage sensitivity and is provided to assist with the decisions about the potential need to prepare a Cultural Heritage Management Plan in relation to proposed activities on this property.

For further information about whether a Cultural Heritage Management Plan is required go to [Aboriginal Heritage Planning Tool](#)

To find out if your property has any recorded Aboriginal cultural heritage places, such as scarred trees, occupation sites or places of burial, you can request information from the Victorian Aboriginal Heritage Register.

Find out more about the [Victorian Aboriginal Heritage Register](#)



Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer



Environment,
Land, Water
and Planning

Further Planning Information

Planning scheme data last updated on 3 August 2017.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State, local, particular and general provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 09 August 2017 01:12 PM

Lot and Plan Number: Lot 2 PS344761

Address: CHURCHILL AVENUE BRIGHT 3741

Local Government (Council): ALPINE **Council Property Number:** NCPR

Directory Reference: VicRoads 661 Q3

**This parcel is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.**

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

	Bushfire Prone Area		Selected Land
	Railway		River, stream
	Tram		Lake, waterbody

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016, 18 October 2016 and 2 June 2017.

The Building Interim Regulations 2017 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit [Planning Schemes Online](#)

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

Copyright © - State Government of Victoria

Disclaimer: This content is based on information provided by local government and other sources and is provided for information purposes only. The Victorian Government makes no claim as to the accuracy or authenticity of the content and does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(dc) of the Sale of Land 1962 (Vic).



Reference: 5.2015.137.1

Contact: Nick Vlahandreas
Telephone: (03) 5755 0555

Wednesday, 4 November 2015

JAMES A HERSCHELL
2 ORCHARD COURT
BRIGHT VIC 3741

Dear James,

APPLICATION NO: 5.2015.137.1
**PROPOSAL: USE OF LAND AS A RESTRICTED RECREATION FACILITY,
ACCOMMODATION AND MEDICAL CENTRE AND DISPLAY
OF BUSINESS IDENTIFICATION SIGNAGE**
**ADDRESS: LOT: 2 PRT: Y SEC: H PS: 344761
12 CHURCHILL AVENUE BRIGHT 3741**

Council is pleased to inform you that your application has been approved and we have decided to grant a Planning Permit. Planning Permit 5.2015.137.1 is attached.

The Planning Permit has been issued with conditions; please ensure that you comply with these conditions in undertaking the development.

Please also note the expiry date of the planning permit. If you require additional time you may seek an extension to the planning permit. However, you should note that Council does not remind you of the expiry and an extension is not granted automatically, each extension request is considered on its merits against the provisions of the Alpine Planning Scheme at the time of the request.

We wish you well in undertaking your development and if we can be of any further assistance please do not hesitate to contact Nick Vlahandreas on (03) 5755 0555.

Yours faithfully,

NICK VLAHANDREAS
MANAGER
PLANNING+AMENITY

Encl.

PLANNING PERMIT



Alpine Shire

PERMIT NO: 2015.137.1

PO Box 139
Bright Vic. 3741
Tel: 03 5755 0555
Fax: 03 5755 1811

PLANNING SCHEME: ALPINE
RESPONSIBLE AUTHORITY: ALPINE SHIRE COUNCIL

ADDRESS OF THE LAND: LOT 2 on PS344761, 12 CHURCHILL AVENUE BRIGHT

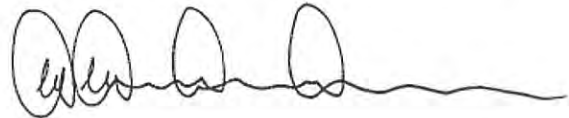
THE PERMIT ALLOWS: Use of land as a restricted recreation facility, accommodation and medical centre and display of business identification signage in accordance with the endorsed plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- (1) The layout of the site and the size of the proposed use and signage must be generally in accordance with the endorsed plans which form part of this permit. The endorsed plans must not be altered or modified (whether or not to comply with any statute statutory rule or local law or for any other reason) without the consent of the responsible authority.
- (2) The uses must be managed so that the amenity of the area is not detrimentally affected, through the:
 - (a) transport of materials, goods or commodities to or from the land;
 - (b) appearance of any building, works or materials;
 - (c) emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil;
 - (d) presence of vermin; and
 - (e) movement of guests and members to and from the building.
- (3) Noise levels emanating from the premises must not exceed those required to be met under Environment Protection Authority guideline Noise from Industry in Rural Victoria (NIRV).
- (4) External lighting must be designed, baffled and located so as to prevent any adverse effect on adjoining land to the satisfaction of the responsible authority.

- (5) No more than 2 health practitioners may be present on the premises at any one time without the written consent of the responsible authority.
- (6) No less than 26 car spaces must be provided on the land for the use and development, including 1 space clearly marked for use by disabled persons.
- (7) The sign must not be animated or contain any flashing or intermittent light.
- (8) The sign must not be illuminated by external or internal light except with the written consent of the responsible authority.
- (9) The sign must be constructed and maintained to the satisfaction of the responsible authority.
- (10) This permit will expire if one of the following circumstances applies:
 - a) the uses are not started within two years of the date of this permit.

The responsible authority may extend the periods referred to if a request is made in writing before the permit expires, or within six months afterwards.



Signature for Responsible Authority

**NICK VLAHANDREAS
MANAGER
PLANNING+AMENITY**

Date Issued: 4 November 2015
Reference: 11160.05500

Note:

MANAGER

INFORMATION ABOUT THIS PERMIT

What has been decided?

The Responsible Authority has issued a permit.

Note: This is not a permit granted under Division 5 or 6 of Part 4 of the *Planning and Environment Act 1987*.

Can the Responsible Authority Amend this Permit?

If this permit was not issued at the direction of the Victorian Civil and Administrative Tribunal or if this permit was issued at the direction of the Tribunal but the Tribunal did not direct that the permit or part of the permit must not be amended by the responsible authority under Division 1A of Part 4 of the Act include the following paragraph—]

The responsible authority may amend this permit under Division 1A of Part 4 of the *Planning and Environment Act 1987*.

When does a permit begin?

A permit operates:

1. from the date specified in the permit; or
2. if no date is specified, from
 - the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - the date on which it was issued, in any other case.

When does a permit expire?

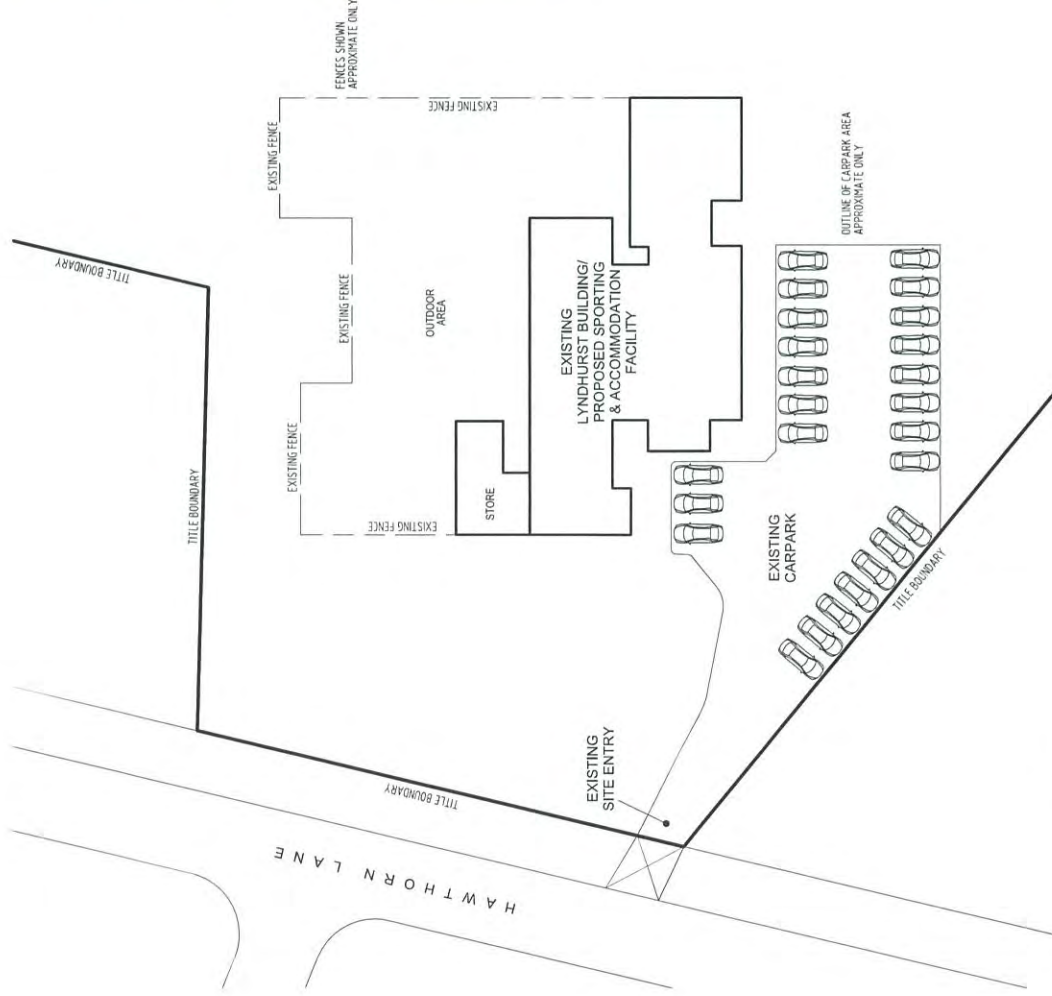
1. A permit for the **development** of land expires if:
 - the development or any stage of it does not start within the time specified in the permit, or
 - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the **use** of land expires if:
 - the use does not start within the time specified in the permit, or if no time is specified, within two (2) years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the **development and use** of land expires if:
 - the development or any stage of it does not start within the time specified in the permit, or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion date of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision:
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

What about reviews?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.



AERIAL PHOTO
SCALE 1:2000 @A3



SITE PLAN
SCALE 1:500 @A3



Digitally signed by Nick Vlahandreas
DN: cn=Nick Vlahandreas, o=Alpine Shire Council, ou=Development, email=nicky@alpineshire.vic.gov.au, c=AU
Reason: Endorsed under Planning Permit 5.2015.137
Date: 2015.11.04 16:59:47 +11'00'

Alpine Shire



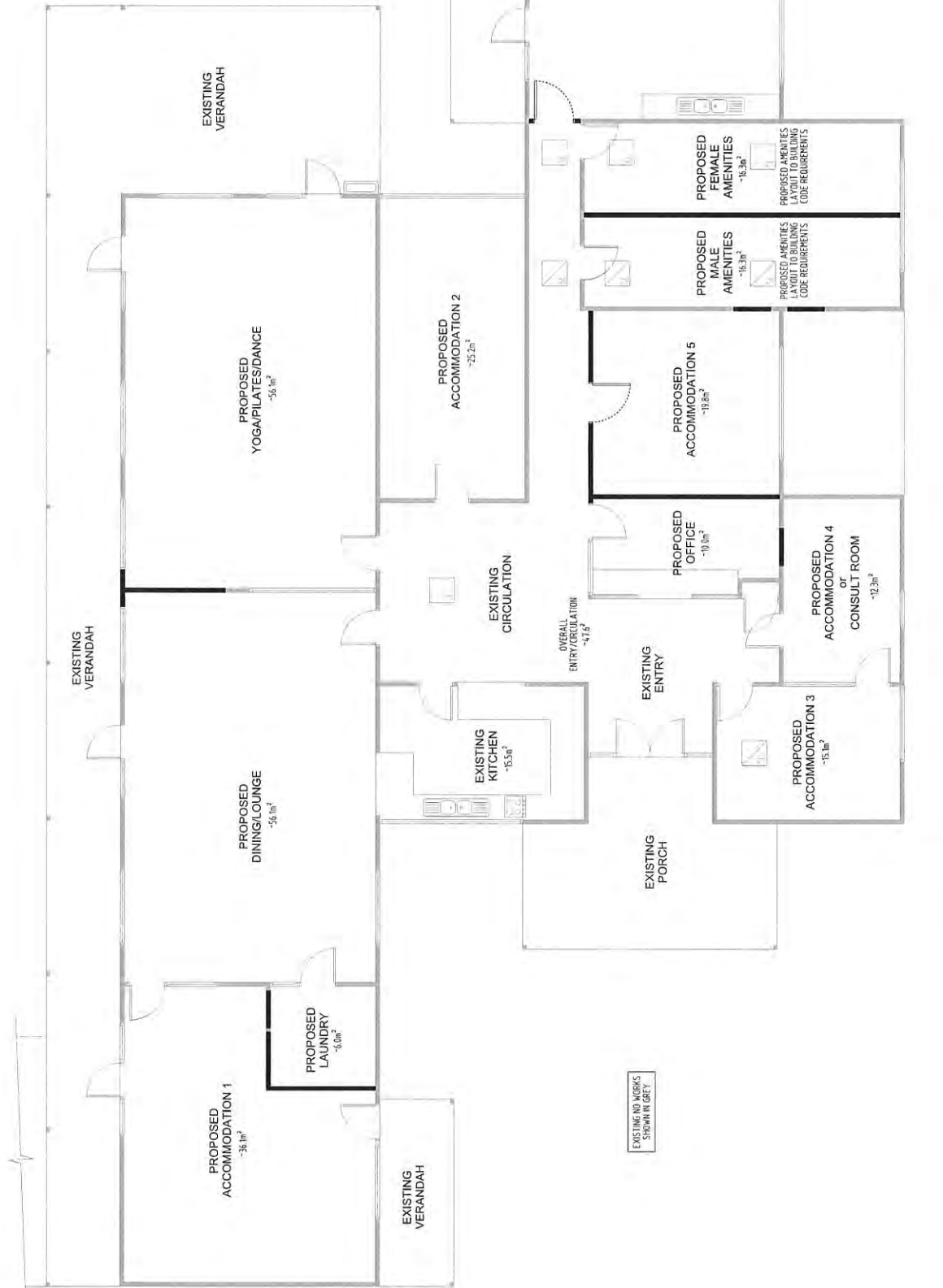
Project
SITE PLAN
PROPOSED SPORTING & ACCOMMODATION FACILITY
JAMES HERSCHELL
LOT 2 PS344761
HAWTHORN LANE BRIGHT VIC 3741

Scale	as shown @A3	Project Ref	15/P113
Date	10/15	DWG no.	A-02
Drawn	SN	Sheet	2 of 4
Revision	-	Plot Date	3/11/15
		Issue	PLANNING

Rev/No.	Date	Details

EXISTING CONDITIONS SHOWN BASED ON DRAWINGS PREPARED BY OTHERS AND NOT THROUGHOUT. DISCREPANCIES MAY BE APPARENT. VERIFY AND CONFIRM EXISTING CONDITIONS ON SITE PRIOR TO THE COMMENCEMENT OF ANY WORKS.

Digitally signed by Nick Vlahandreas
 DN: cn=Nick Vlahandreas, o=Alpine Shire Council, ou=Development, email=nickv@alpineshire.vi.c.gov.au, c=AU
 Reason: Endorsed under Planning Permit 5.2015.137
 Date: 2015.11.04 17:00:02 +11'00'



EXISTING NO WORKS SHOWN IN GREY

PROPOSED FLOOR PLAN
 SCALE 1:100 @A3

Project
PROPOSED FLOOR PLAN
 PROPOSED SPORTING & ACCOMMODATION FACILITY
 JAMES HERSCHHELL
 LOT 2 P53347761
 HAWTHORN LANE BRIGHT VIC 3741

Scale	1:100@A3	Project Ref	15/P113
Date	10/15	DWG no.	A-04
Drawn	SN	Sheet	4 of 4
Revision		Plot Date	3/11/15
		Issue	PLANNING

Rev No.	Date	Details



This document has been prepared by the Law Institute of Victoria for use by solicitors only and is not designed for sale to the public. It may require to be added to or amended to ensure its suitability for a particular transaction. For that reason this document should only be used by a solicitor.



Lease of Real Estate

with Guarantee & Indemnity

(Commercial Property)

Important Notices To The Person Preparing This Lease

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant, and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations, and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 22 and record any alterations to the lease conditions in schedule item 22 and **not** in the lease conditions. If the lease is one to which the *Retail Leases Act 2003* (Vic) applies, the parties should refer to that Act for important rights and obligations that are not set out in this lease.

Contents

1. DEFINITIONS AND INTERPRETATION	4	7.4	Essential terms	12
2. TENANT'S PAYMENT, USE AND INSURANCE OBLIGATIONS	6	7.5	Notice before termination for repudiation or event to which section 146 does not apply	12
2.1	Payment and use obligations	6		
2.2	Negative use obligations	7		
2.3	Tenant's insurance	7		
3. REPAIRS, MAINTENANCE, FIRE PREVENTION AND REQUIREMENTS OF AUTHORITIES	8	8. DESTRUCTION OR DAMAGE	12	
3.1	Tenant's general repair obligations	8	8.1	Abatement in case of damage
3.2	Tenant's specific repair obligations	8	8.2	Reinstatement where premises not substantially destroyed
3.3	Exceptions to tenant's obligations	9	8.3	Substantial destruction
4. LEASE TRANSFER AND SUBLETTING	9	8.4	Insurance cover denied due to tenant act or omission	12
4.1	No transfer or subletting	9	8.5	Resolution of disputes
4.2	Landlord's consent	9	9. CONSENTS AND WARRANTIES	12
4.3	Request for consent	9	9.1	Consents and approvals
4.4	Deemed consent	9	9.2	Whole agreement
4.5	Execution of document	9	10. OVERHOLDING AND ABANDONMENT OF THE PREMISES	12
4.6	Payment of landlord's expenses	9	10.1	Holding over
4.7	No licence or sharing arrangements	9	10.2	Certain conduct not waiver
4.8	Obligations of transferor after transfer	10	11. RENT REVIEWS TO MARKET	13
5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT	10	11.1	Market review procedure	13
5.1	Yield up at end of term	10	11.2	Determination binding
5.2	Indemnity by tenant	10	11.3	Valuer's fee
5.3	Release by tenant	10	11.4	Rent pending determination
5.4	Building outgoing	10	11.5	Delay in market review
5.5	Transfer of premises by landlord	10	12. FURTHER TERM(S)	14
5.6	Payment of cheque	11	12.1	Exercise of option to renew
6. LANDLORD'S OBLIGATIONS	11	12.2	Terms of renewed lease	14
6.1	Quiet possession	11	12.3	Director's guarantees
6.2	Landlord's insurance	11	13. SECURITY DEPOSIT	14
6.3	Mortgagee's consent	11	13.1	Payment of security deposit
6.4	Landlord's repair obligations	11	13.2	Interest on security deposit
7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS	11	13.3	Use of security deposit	14
7.1	Termination by landlord for default	11	13.4	Refund of unused security deposit
7.2	Damages	11	13.5	Bank guarantee as security deposit
7.3	Section 146 <i>Property Law Act</i> 1958	12	13.6	Replacement guarantee on change of landlord

Copyright

The document is copyright. The document may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited (ABN 32 075 475 731) for each specific transaction that is authorised. Any person who has purchased a physical copy of this precedent document may only copy it for the purpose of providing legal services for the specific transaction or documenting the specific transaction. "Specific transaction" means common parties entering into a legal relationship for the sale and purchase of the same subject matter.

Contents

14. NOTICES	14	18. CONSUMER PRICE INDEX	16
14.1 Service of notices	14	18.1 CPI formula	16
14.2 Time notices served	15	18.2 Delay in publications of index	17
14.3 Notices by email	15	18.3 Change in CPI basis	17
15. OBLIGATIONS OF GUARANTOR(S) UNDER GURANTEE AND INDEMNITY	15	18.4 CPI discontinued	17
15.1 Guarantee and indemnity	15	18.5 No decrease unless Act applies	17
15.2 Guarantee and indemnity not affected by certain events	15	19. IF PREMISES ONLY PART OF THE LETTALBE AREA OF THE BUILDING	17
15.3 Insolvency of tenant	15	19.1 Application of clause	17
15.4 Unenforceability of tenant's obligations	15	19.2 Naming rights and logos	17
15.5 Multiple guarantors	15	19.3 External surfaces and outside areas	17
15.6 Deemed breaches of lease	15	19.4 Landlord reserves certain rights	17
16. DISPUTE RESOLUTION	15	19.5 No obstruction of common areas	17
16.1 Provision for mediation	15	19.6 Building rules	17
16.2 Mediation procedure	16	20. PERSONAL PROPERTY SECURITIES ACT	17
16.3 Mediator's fees	16	20.1 Interpretation	17
16.4 Terms of settlement	16	20.2 Landlord may register financing statement	17
16.5 Mediation confidential	16	20.3 When lease ends	17
16.6 Release of mediator	16	20.4 Tenant to co-operate	18
16.7 Mediator not bound by natural justice	16	20.5 Tenant not to register	18
16.8 VCAT proceedings	16	20.6 Tenant to pay landlord's expenses	18
17. GST	16	20.7 Confidentiality	18
17.1 Terms used	16	20.8 Service of PPSA notices	18
17.2 Amounts GST exclusive	16	21. ADDITIONAL PROVISIONS	18
17.3 Recipient of supply to pay amount for GST	16	22. LANDLORD WARRANTY	18
17.4 Reimbursements	16		
17.5 Tax Invoice	16		

The **landlord** leases the **premises** to the **tenant** for the **term** and at the **rent** and on the conditions set out in this lease together with all necessary access over any **common areas**.

The **guarantor**, if any, agrees to be bound by the **guarantor's** obligations set out in this lease.

Lease Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 The listed expressions in **bold** print have the meaning set out opposite them -

EXPRESSION	MEANING
accounting period	the period of 12 months ending 30 June or other period of 12 months adopted by the landlord in respect of this lease for recovery of building outgoings and includes any broken periods at the start and end of the term
Act	the <i>Retail Leases Act 2003</i> (Vic)
Building	any building in which the premises are located, including the landlord's installations
Building outgoings	any of the following expenses (excluding capital expenses and expenses whose recovery from the tenant would be contrary to applicable legislation) incurred in respect of the land , the building , the premises or any premises in the building which include the premises - (a) rates, levies and assessments imposed by any relevant authorities; (b) taxes including land tax (unless the Act applies), calculated on the basis that the land is the only land of the landlord liable to tax and is not subject to a trust but excluding income tax and capital gains tax; (c) the costs of maintaining and repairing the building and the landlord's installations and carrying out works as required by relevant authorities (but excluding any amount recovered in respect of maintenance or repair by the landlord from its insurer); (d) premiums and charges for the following insurance policies taken out by the landlord - (i) damage to and destruction of the premises for their replacement value for the risks listed in item 11 , (ii) removal of debris, (iii) breakdown of landlord's installations , (iv) breakage of glass, (v) public risk for any single event for the amount stated in item 12 (if none is stated, \$10 million) or other amount reasonably specified from time to time by the landlord , and (vi) loss of rent and outgoings for the period stated in item 13 or, if none is stated, 12 months, and excesses paid or payable on claims, and, if the premises occupy only a part of the lettable area of the building , the following further items - (e) costs incurred in providing services to the building and the land including - (i) heating, (ii) cooling, (iii) air-conditioning, (iv) cleaning, (v) pest control, (vi) waste collection, (vii) lighting, (viii) landscaping and garden maintenance, (ix) security, and (x) fire safety prevention, detection and control; (f) accountancy and audit fees; and (g) costs of whatever description, reasonably incurred by the landlord in the administration, management or operation of the building and the land , whether incurred by the landlord directly or as owners corporation levies, at cost to the landlord on the basis that an expense is deemed to have been paid at the time it fell due for payment

building rules	any rules adopted from time to time for the building , including the rules of any owners corporation affecting the premises
common areas	<p>areas in the building or on the land that are under the control of the landlord and are used or intended for use -</p> <p>(a) by the public; or</p> <p>(b) in common by tenants of premises in the building in relation to the carrying on of businesses on those premises,</p> <p>other than areas which are let or licensed, or intended to be let or licensed, other than on a casual basis</p>
Consumer Price Index	the consumer price index published by the Australian Government Statistician under the heading All Groups, Melbourne
CPI review date	a date specified in item 16(b)
fixed review date	a date specified in item 16(c)
GST	GST within the meaning of the GST Act
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth)
guarantor	the person named in item 3
item	an item in the schedule to this lease
land	the parcel of land on which the building is erected and which is described in item 4(b)
landlord	the person named in item 1 , or any other person who will be entitled to possession of the premises when this lease ends
landlord's installations	any property of the landlord , other than land or fixtures, from time to time in the premises or on the land and includes the property listed in item 5
lettable area	<p>unless the Act applies and requires otherwise -</p> <p>(a) in relation to the premises, the area let; and</p> <p>(b) in relation to the building, the total area of the building that is let or licensed or intended to be let or licensed, other than on a casual basis.</p> <p>When it is necessary to measure the lettable area of the building or any part of the building, the measurement is to be carried out using the most recent revision of the relevant Property Council of Australia method of measurement</p>
market review date	a date specified in item 16(a)
permitted use	the use specified in item 15
PPSA	the <i>Personal Property Securities Act 2009</i> (Cth)
premises	the premises described in item 4(a) and fixed improvements and the landlord's installations within the premises
rent	the amount in item 6 , as varied in accordance with this lease
review date	a date specified in item 16
start of the lease	the first day of the term but, if this lease is a renewal under an option in an earlier lease (whether or not this lease is on terms that are materially different to those contemplated by the earlier lease), the starting date of the first lease to contain an option for renewal.
tenant	the person named in item 2 , or any person to whom the lease has been transferred
tenant's agents	the tenant's employees, agents, contractors, customers and visitors to the premises
tenant's installations	the items of equipment and fittings listed in item 7 and those introduced by the tenant after the lease starts
term	the period stated in item 8
valuer	a person holding the qualifications or experience specified under section 13DA(2) of the <i>Valuation of Land Act 1960</i> (Vic) and, if the Act applies, a specialist retail valuer.

- 1.2 References to laws include statutes, regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the **premises**. Illegal means contrary to a law as defined in this sub-clause.
- 1.3 This lease must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this lease does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the lease.
- 1.4 The law of Victoria applies to this lease.
- 1.5 Any change to this lease must be in writing and signed by the parties.
- 1.6 If a party consists of more than one person –
 - (a) the acts and omissions of any of them bind all of them; and
 - (b) an obligation imposed by this lease on or in favour of more than one person binds or benefits them separately, together and in any combination.
- 1.7 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.8 If the **landlord**, **tenant** or **guarantor** is an individual, this lease binds that person's legal personal representative. If any of them is a corporation, this lease binds its transferees.
- 1.9 This lease, including all guarantees and indemnities, is delivered and operates as a deed.
- 1.10 The **tenant** is bound by and answerable for the acts and omissions of the **tenant's agents**.
- 1.11 If there is a conflict between a provision in the schedule and one of these lease conditions then the provision in the schedule is to prevail.
- 1.12 "Include" and every form of that word is to be read as if followed by "(without limitation)".
- 1.13 This lease includes the schedule.
- 1.14 The parties consider that the application of the **Act** to this lease is as specified in **item 15** and, if **item 15** states that the **Act** does not apply, that the reason is as specified in **item 15**.

2. TENANT'S PAYMENT, USE AND INSURANCE OBLIGATIONS

- 2.1 The **tenant** must -
 - 2.1.1 pay the **rent** without any set-off (legal or equitable) or deduction whatever to the **landlord** on the days and in the way stated in **item 9** without the need for a formal demand. The **landlord** may direct in writing that the **rent** be paid to another person. The **rent** is reviewed on each **review date** specified in **item 16** -
 - (a) on a **market review date**, the **rent** is reviewed in accordance with clause 11,
 - (b) on a **CPI review date**, the **rent** is reviewed in accordance with clause 18, and
 - (c) on a **fixed review date**, the **rent** is either increased by the fixed percentage or changed by or to the fixed amount, in either case as specified in **item 16** in respect of that **fixed review date**.
 - 2.1.2 produce receipts for paid **building outgoings** within 7 days of a request.
 - 2.1.3 pay when due all charges for the provision of services to the **premises** including gas, electricity, water and telephone.
 - 2.1.4 remove regularly from the **premises** all rubbish and waste generated by the **tenant's** operations.
 - 2.1.5 pay the proportion of the **building outgoings** specified in **item 10** in accordance with clause 5.4.
 - 2.1.6 pay or reimburse within 7 days of a request all increases in insurance premiums paid or payable by the **landlord** as the result of the **tenant's** use of the **premises**.
 - 2.1.7 pay within 7 days of a request interest at the rate stated in **item 14** on any **rent** or other money which the **tenant** has not paid within 7 days of the due date. Interest is to be calculated daily from the due date, continues until the overdue money is paid and is capitalised monthly.
 - 2.1.8 pay within 7 days of a request the **landlord's** reasonable expenses and legal costs in respect of -
 - (a) the negotiation, preparation, settling, execution and stamping (if applicable) of this lease,
 - (b) change to this lease requested by the **tenant** whether or not the change occurs,
 - (c) the surrender or ending of this lease (other than by expiration of the **term**) requested by the **tenant**, whether or not the lease is surrendered or ended,
 - (d) the transfer of this lease or subletting of the **premises** or proposed transfer or subletting whether or not the transfer or subletting occurs,

- (e) a request by the **tenant** for consent or approval, whether or not consent or approval is given,
 - (f) any breach of this lease by the **tenant**, or
 - (g) the exercise or attempted exercise by the **landlord** of any right or remedy against the **tenant**,
- but, if the **Act** applies, only to the extent to which the **Act** permits recovery.
- 2.1.9 pay any stamp duty on this lease, on any renewal, and any additional stamp duty after a review of **rent**.
- 2.1.10 subject to clauses 3.3.2 and 3.3.3, comply with all laws relating to the use or occupation of the **premises**.
- 2.1.11 carry on the business of the **permitted use** efficiently and, subject to all applicable laws, keep the **premises** open during the business hours which are normal for the **permitted use** and not suspend or discontinue the operation of the business.
- 2.1.12 comply with the **landlord's** reasonable requirements in relation to the use of the **landlord's installations** and any services provided by the **landlord**.
- 2.1.13 subject to clauses 3.3.2 and 3.3.3, comply with the laws and requirements of relevant authorities relating to essential safety measures, occupational health and safety and disability discrimination relevant to the **premises** or the **building**.
- 2.2 The **tenant** must not, and must not let anyone else -
- 2.2.1 use the **premises** except for the **permitted use**, but the **tenant** agrees that the **landlord** has not represented that the **premises** may be used for that use according to law or that the **premises** are suitable for that use.
 - 2.2.2 use the **premises** for any illegal purpose.
 - 2.2.3 carry on any noxious or offensive activity on the **premises**.
 - 2.2.4 do anything which might cause nuisance, damage or disturbance to a tenant, occupier or owner of any adjacent property.
 - 2.2.5 conduct an auction or public meeting on the **premises**.
 - 2.2.6 use radio, television or other sound-producing equipment at a volume that can be heard outside the **premises**.
 - 2.2.7 do anything which might affect any insurance policy relating to the **premises** by causing -
 - (a) it to become void or voidable,
 - (b) any claim on it being rejected, or
 - (c) a premium to be increased.
 - 2.2.8 keep or use chemicals, inflammable fluids, acids, or other hazardous things on the **premises** except to the extent necessary for the **permitted use**, or create fire hazards.
 - 2.2.9 do anything which might prejudicially affect the essential safety measures or the occupational health and safety or disability discrimination status of the **premises** or the **building**.
 - 2.2.10 place any sign on the exterior of the **premises** without the **landlord's** written consent.
 - 2.2.11 make any alteration or addition, or affix any object, to the **premises** except with the **landlord's** written consent; consent is at the **landlord's** discretion for any alteration, addition or affixation affecting the structure of the **building** or any of the infrastructure for the provision of services to the **building** but, otherwise, clause 9.1 applies. In undertaking any work for which the **landlord's** consent has been obtained, the **tenant** must strictly conform to plans approved by the **landlord** and comply with all reasonable conditions imposed on that consent by the **landlord** and the requirements of each authority with jurisdiction over the **premises**.
 - 2.2.12 bring onto the **premises** any object which, due to its nature, weight, size or operation, might cause damage to the **premises**, the **building**, or the effective operation of the infrastructure for the provision of services to the **premises** or the **building** without the **landlord's** written consent.
 - 2.2.13 except in an emergency, interfere with any infrastructure for the provision of services in the **premises**, the **building**, or in any property of which the **premises** are part.
- 2.3 The **tenant** must -
- 2.3.1 take out and keep current an insurance cover for the **premises** in the name of the **tenant** and noting the interest of the **landlord**, for public risk for any single event for the amount stated in **item 12** or, if none is stated, for \$10 million, with an extension which includes the indemnities given by the **tenant** to the **landlord** in clauses 5.2 and 5.3.2 of this lease to the extent that such an extension is procurable on reasonable terms in the Australian insurance market.

- 2.3.2 maintain the insurance cover with an insurer approved by the **landlord**.
- 2.3.3 produce satisfactory evidence of insurance cover on written request by the **landlord**.

3. REPAIRS, MAINTENANCE, FIRE PREVENTION AND REQUIREMENTS OF AUTHORITIES

- 3.1 Subject to clause 3.3, the **tenant** must -
 - 3.1.1 keep the **premises** in the same condition as at the **start of the lease**, except for fair wear and tear; and
 - 3.1.2 comply with all notices and orders affecting the **premises** which are issued during the **term** except any notices or orders that applicable legislation makes the responsibility of the **landlord**.
- 3.2 In addition to its obligations under clause 3.1, the **tenant** must -
 - 3.2.1 repaint or refinish all painted or finished surfaces in a workmanlike manner with as good quality materials as previously at least once every 5 years during the **term** and any further term viewed as one continuous period.
 - 3.2.2 keep the **premises** properly cleaned and free from rubbish, keep waste in proper containers and have it removed regularly.
 - 3.2.3 immediately replace glass which becomes cracked or broken with glass of the same thickness and quality.
 - 3.2.4 immediately repair defective windows, light fittings, doors, locks and fastenings, and replace missing or inoperative light-globes and fluorescent tubes, keys and keycards.
 - 3.2.5 maintain in working order all plumbing, drainage, gas, electric, solar and sewerage installations.
 - 3.2.6 promptly give written notice to the **landlord** or **landlord's** agent of -
 - (a) damage to the **premises** or of any defect in the structure of, or any of infrastructure for the provision of services to, the **premises**,
 - (b) receipt of a notice or order affecting the **premises**,
 - (c) any hazards threatening or affecting the **premises**, and
 - (d) any hazards arising from the **premises** for which the **landlord** might be liable.
 - 3.2.7 immediately make good damage caused to adjacent property by the **tenant** or the **tenant's agents**.
 - 3.2.8 permit the **landlord**, its agents or workmen to enter the **premises** during normal business hours, after giving reasonable notice (except in cases of emergency) -
 - (a) to inspect the **premises**,
 - (b) to carry out repairs or agreed alterations, and
 - (c) to do anything necessary to comply with notices or orders of any relevant authority, bringing any necessary materials and equipment.
 - 3.2.9 carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the **tenant** is obliged to make good under this lease. If the **tenant** does not comply with the notice, the **landlord** may carry out the repairs and the **tenant** must repay the cost to the **landlord** within 7 days of a request.
 - 3.2.10 only use persons approved by the **landlord** to repair and maintain the **premises** but, if the **Act** applies, only use persons who are suitably qualified.
 - 3.2.11 comply with all reasonable directions of the **landlord** or the insurer of the **premises** as to the prevention, detection and control of fire.
 - 3.2.12 on vacating the **premises**, remove all signs and make good any damage caused by installation or removal.
 - 3.2.13 take reasonable precautions to secure the **premises** and their contents from theft, keep all doors and windows locked when the **premises** are not in use and comply with the **landlord's** directions for the use and return of keys or keycards.
 - 3.2.14 permit the **landlord** or its agent access to the **premises** at reasonable times by appointment to show the **premises** -
 - (a) to valuers and to the **landlord's** consultants,
 - (b) to prospective purchasers at any time during the **term**, and
 - (c) to prospective tenants within 3 months before the end of the **term** (unless the **tenant** has exercised an option to renew this lease)

and to affix "for sale" or "to let" signs in a way that does not unduly interfere with the **permitted use**.

3.2.15 maintain any grounds and gardens of the **premises** in good condition, tidy, free from weeds and well-watered.

3.2.16 maintain and keep in good repair any heating, cooling or air conditioning equipment exclusively serving the **premises**.

3.3 The **tenant** is not obliged -

3.3.1 to repair damage against which the **landlord** must insure under clause 6.2 or to reimburse the **landlord** for items of expense or damage that would be covered under insurance of the type specified unless the **landlord** loses or, where the **landlord** has failed to insure as required, would have lost, the benefit of the insurance because of acts or omissions by the **tenant** or the **tenant's agents**.

3.3.2 to carry out structural or capital repairs or alterations or make payments of a capital nature unless the need for them results from -
(a) negligence by the **tenant** or the **tenant's agents**,
(b) failure by the **tenant** to perform its obligations under this lease,
(c) the **tenant's** use of the **premises**, other than reasonable use for the **permitted use**,
or
(d) the nature, location or use of the **tenant's installations**,

in which case the repairs, alterations or payments are the responsibility of the **tenant**.

3.3.3 to carry out any work that applicable legislation makes the responsibility of the **landlord**.

4. LEASE TRANSFERS AND SUBLETTING

4.1 The **tenant** must not transfer this lease or sublet the **premises** without the **landlord's** written consent, and section 144 of the *Property Law Act 1958 (Vic)* and clause 9.1 do not apply.

4.2 The **landlord** -

4.2.1 subject to sub-clause 4.2.2, must not unreasonably withhold consent to a transfer of this lease or a sublease of the **premises** if the **tenant** has complied with the requirements of clause 4.3 and the proposed transferee or subtenant proposes to use the **premises** in a way permitted under this lease. If the **Act** applies, the **landlord** may only withhold consent to a transfer of this lease in accordance with the **Act**.

4.2.2 may withhold consent at the **landlord's** discretion if the **Act** does not apply, and a transfer of this lease would result in the **Act** applying, or applying if this lease is renewed for a further term.

4.3 To obtain the **landlord's** consent to a transfer or sublease the **tenant** must -

4.3.1 ask the **landlord** in writing to consent to the transfer or sublease,

4.3.2 give the **landlord** -

(a) in relation to each proposed new tenant or sub-tenant such information as the **landlord** reasonably requires about its financial resources and business experience and if the **Act** does not apply, any additional information reasonably required by the **landlord** to enable it to make a decision, and
(b) a copy of the proposed document of transfer or sublease, and

4.3.3 remedy any breach of the lease which has not been remedied and of which the **tenant** has been given written notice.

4.4 If the **Act** applies and -

4.4.1 the **tenant** has asked the **landlord** to consent to a transfer and complied with clause 4.3 and section 61 of the **Act**, and

4.4.2 the **landlord** fails to respond by giving or withholding consent to the transfer within 28 days, then the **landlord** is to be taken as having consented.

4.5 If the **landlord** consents to the transfer or sublease, the **landlord**, **tenant** and new tenant or sub-tenant and the **guarantor** must execute the documents submitted under sub-clause 4.3.2(b). The directors of the new tenant (if it is a corporation) must execute a guarantee and indemnity in the terms of clause 15.

4.6 The **tenant** must pay the **landlord's** reasonable expenses incurred in connection with an application for consent or the granting of consent and the completion of the documents, as well as any stamp duty on the documents.

4.7 Except by a transfer or sublease to which the **landlord** has consented, or is to be taken as having consented, the **tenant** must not give up possession or share occupancy of the **premises** or grant a licence

to anyone else or mortgage or charge its interest under this lease or enter into any arrangement that gives a person the right to enter into occupation of the **premises** without the **landlord's** written consent; consent is at the **landlord's** discretion.

- 4.8 Subject to the **Act**, if it applies, the obligations to the **landlord** of every **tenant** who has transferred this lease continue until this lease ends. They do not continue into any period of overholding after this lease ends, nor into any renewed term; at those times they are the responsibility only of the **tenant** in possession. This clause does not prevent the **landlord** from enforcing rights which arise before this lease ends.

5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT

- 5.1 When the **term** ends, the **tenant** must -

- 5.1.1 return the **premises** to the **landlord** clean and in the condition required by this lease, and
5.1.2 remove the **tenant's installations** and other **tenant's** property from the **premises** and make good any damage caused in installing or removing them.

If the **tenant** leaves any **tenant's installations** or other **tenant's** property on the **premises** after the end of the lease, unless the **landlord** and **tenant** agree otherwise -

- 5.1.3 all items of **tenant's installations** and **tenant's** property will be considered abandoned and will become the property of the **landlord**, but the **landlord** may remove any of the **tenant's installations** or other property of the **tenant** and recover the costs of removal and making good as a liquidated debt payable on demand; and
5.1.4 the parties intend that clause 5.1.3 operate in relation to **tenant's installations** and **tenant's** property in place of any legislation that might otherwise apply to goods remaining on the **premises**.

- 5.2 The **tenant** indemnifies the **landlord** against any claim resulting from any act or failure to act by the **tenant** or the **tenant's agents** while using the **premises**.

- 5.3 The **tenant** -

- 5.3.1 uses and occupies the **premises** at its own risk, and
5.3.2 releases the **landlord** from and indemnifies the **landlord** against all claims resulting from incidents occurring on the **premises** (except to the extent caused or contributed to by the **landlord**, or a person for whom the **landlord** is responsible) or resulting from damage to adjacent premises covered by clause 3.2.7.

- 5.4 In relation to **building outgoings** -

- 5.4.1 the **landlord** must pay the **building outgoings** when they fall due for payment but, if the **landlord** requires, the **tenant** must pay when due a **building outgoing** for which the **tenant** receives notice directly and reimburse the **landlord** within 7 days of a request all **building outgoings** for which notices are received by the **landlord**.
5.4.2 the **tenant** must pay or reimburse the **landlord** the proportion specified in item 10.
5.4.3 at least 1 month before the start of an **accounting period**, the **landlord** may, or if the **Act** applies must, give the **tenant** an estimate of **building outgoings** for the **accounting period**.
5.4.4 despite clause 5.4.1, if the **landlord** requires, the **tenant**, must pay its share of the estimated **building outgoings** by equal monthly instalments during the **accounting period** on the days on which **rent** is payable (after allowing for **building outgoings** paid directly or separately reimbursed by the **tenant**).
5.4.5 if the **Act** applies, the **landlord** must make a statement of **building outgoings** available during each **accounting period** as required by the **Act**.
5.4.6 within 3 months after the end of an **accounting period**, the **landlord** must give the **tenant** a statement of the actual **building outgoings** for the **accounting period** (if the **Act** applies and requires that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by a report complying with section 47(5); if the **Act** applies but does not require that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by the items specified in section 47(6)(b)).
5.4.7 the **tenant** must pay any deficiency or the **landlord** must repay any excess, within 1 month after a statement is provided under clause 5.4.6 or within 4 months after the end of the **accounting period**, whichever is earlier.
5.4.8 the parties must make an appropriate adjustment for any **building outgoing** incurred in respect of a period beginning before the start of the **term** or extending beyond the end of the **term**.

- 5.5 If the freehold of the **premises** (or the **building**) is transferred, the transferor **landlord** is released from all lease obligations falling due for performance on or after the date of the instrument of transfer.

5.6 Payment or tender by cheque is not effective until clearance of funds.

6. LANDLORD'S OBLIGATIONS

- 6.1 The **landlord** must give the **tenant** quiet possession of the **premises** without any interruption by the **landlord** or anyone connected with the **landlord** as long as the **tenant** does what it must under this lease.
- 6.2 The **landlord** must take out at the start of the **term** and keep current policies of insurance for the risks listed in **item 11** against -
- 6.2.1 damage to and destruction of the **building**, for its replacement value,
 - 6.2.2 removal of debris,
 - 6.2.3 breakdown of **landlord's installations**, and
 - 6.2.4 breakage of glass, for its replacement value.
- 6.3 The **landlord** must give to the **tenant** the written consent to this lease of each mortgagee whose interest would otherwise have priority over this lease by endorsement on this lease in the terms set out following the 'execution and attestation' section.
- 6.4 The **landlord** must keep the structure (including the external faces and roof) of the **building** and the **landlord's installations** in a condition consistent with their condition at the **start of the lease**, but is not responsible for repairs which are the responsibility of the **tenant** under clauses 3.1, 3.2 and 3.3.2.

7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS

- 7.1 The **landlord** may terminate this lease, by re-entry or notice of termination, if -
- 7.1.1 the **rent** is unpaid after the day on which it falls due for payment,
 - 7.1.2 the **tenant** does not meet its obligations under this lease,
 - 7.1.3 the **tenant** is a corporation and -
 - (a) an order is made or a resolution is passed to wind it up except for reconstruction or amalgamation,
 - (b) goes into liquidation,
 - (c) is placed under official management,
 - (d) has a receiver, including a provisional receiver, or receiver and manager of any of its assets or an administrator appointed,
 - (e) without the **landlord's** written consent, there is a different person in effective control of the **tenant** as a result of changes in -
 - (i) membership of the company or its holding company,
 - (ii) beneficial ownership of the shares in the company or its holding company, or
 - (iii) beneficial ownership of the business or assets of the company,

but this paragraph does not apply if the **tenant** is a public company listed on a recognised Australian public securities exchange, or a subsidiary of one.

"Effective control" means the ability to control the composition of the board of directors or having more than 50% of the shares giving the right to vote at general meetings,
 - 7.1.4 a warrant issued by a court to satisfy a judgement against the **tenant** or a **guarantor** is not satisfied within 30 days of being issued,
 - 7.1.5 a **guarantor** is a natural person and -
 - (a) becomes bankrupt,
 - (b) takes or tries to take advantage of Part X of the *Bankruptcy Act 1966* (Cth),
 - (c) makes an assignment for the benefit of their creditors, or
 - (d) enters into a composition or arrangement with their creditors,
 - 7.1.6 a **guarantor** is a corporation and one of the events specified in (a) to (e) of clause 7.1.3 occurs in relation to it, or
 - 7.1.7 the **tenant**, without the **landlord's** written consent -
 - (a) discontinues its business on the **premises**, or
 - (b) leaves the **premises** unoccupied for 14 days.
- 7.2 Termination by the **landlord** ends this lease, but the **landlord** retains the right to sue the **tenant** for unpaid money or for damages (including damages for the loss of the benefits that the **landlord** would have received if the lease had continued for the full **term**) for breaches of its obligations under this lease.

- 7.3 For the purpose of section 146(1) of the *Property Law Act* 1958 (Vic), 14 days is fixed as the period within which the **tenant** must remedy a breach capable of remedy and pay reasonable compensation for the breach.
- 7.4 Breach by the **tenant** of any of the following clauses of this lease is a breach of an essential term and constitutes repudiation: 2.1.1, 2.1.5, 2.1.6, 2.1.10, 2.1.11, 2.2.1, 2.2.2, 2.2.7, 2.2.8, 2.2.9, 2.2.11, 2.2.12, 2.3, 3.2.11, 4.1, 4.7, 5.4.2, 5.4.7, 13 and 17. Other **tenant** obligations under this lease may also be essential.
- 7.5 Before terminating this lease for repudiation (including repudiation consisting of the non-payment of rent), or for an event to which section 146(1) of the *Property Law Act* 1958 (Vic) does not extend, the **landlord** must give the **tenant** written notice of the breach and a period of 14 days in which to remedy it (if it is capable of remedy) and to pay reasonable compensation for it. A notice given in respect of a breach amounting to repudiation is not an affirmation of the lease.
- 7.6 Even though the **landlord** does not exercise its rights under this lease on one occasion, it may do so on any later occasion.

8. DESTRUCTION OR DAMAGE

- 8.1 If the **premises** or the **building** are damaged so that the **premises** are unfit for use for the **permitted use** or inaccessible-
 - 8.1.1 a fair proportion of the **rent** and **building outgoings** is to be suspended until the **premises** are again wholly fit for the **permitted use**, and accessible, and
 - 8.1.2 the suspended proportion of the **rent** and **building outgoings** must be proportionate to the nature and extent of the unfitness for use or inaccessibility.
- 8.2 If the **premises** or the **building** are partly destroyed, but not substantially destroyed, the **landlord** must reinstate the **premises** or the **building** as soon as reasonably practicable.
- 8.3 If the **premises** or the **building** are wholly or substantially destroyed -
 - 8.3.1 the **landlord** is not obliged to reinstate the **premises** or the **building**, and
 - 8.3.2 if the reinstatement does not start within 3 months, or is not likely to be completed within 9 months, the **landlord** or the **tenant** may end this lease by giving the other written notice.
- 8.4 The **tenant** will not be entitled to suspension of **rent** or **building outgoings** under sub-clause 8.1.1 nor to end the lease under sub-clause 8.3.2 and the **landlord** will not be obliged to reinstate the **premises** or the **building** under clause 8.2 if payment of an insurance claim is properly refused in respect of the damage or destruction because of any act or omission by the **tenant** or the **tenant's agents**.
- 8.5 If the **Act** does not apply and there is a dispute under this clause, the **landlord** or the **tenant** may request the President of the Australian Property Institute, Victorian Division, to nominate a practising valuer member of that Institute to determine the dispute or the **landlord** and **tenant** may refer the dispute to mediation under clause 16 unless **item** 21 states that the mediation procedure does not apply to this lease. The valuer acts as an expert and not as an arbitrator and the determination is binding.

9. CONSENTS AND WARRANTIES BY THE PARTIES

- 9.1 Subject to the **Act** (if it applies), the **landlord** must not unreasonably withhold its consent or approval to any act by the **tenant** or matter which needs consent or approval unless any other clause provides otherwise, but -
 - 9.1.1 the **landlord** may impose reasonable conditions on any consent or approval, and
 - 9.1.2 the **tenant** must reimburse the **landlord's** reasonable expenses resulting from an application for its consent or approval, including fees paid to consultants.
- 9.2 This lease, together with (if the **Act** applies) any disclosure statement, contains the whole agreement of the parties. Neither the **landlord** nor the **tenant** is entitled to rely on any warranty or statement in relation to -
 - 9.2.1 the conditions on which this lease has been agreed,
 - 9.2.2 the provisions of this lease, or
 - 9.2.3 the **premises**
 which is not contained in those documents.

10. OVERHOLDING AND ABANDONMENT OF THE PREMISES

- 10.1 If the **tenant** remains in possession of the **premises** without objection by the **landlord** after the end of the **term** -
 - 10.1.1 the **tenant**, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease, modified so as to apply to a monthly tenancy,

- 10.1.2 the **landlord** or the **tenant** may end the tenancy by giving one month's written notice to the other which may expire on any day of the month,
- 10.1.3 the monthly rent starts at one-twelfth of the annual **rent** which the **tenant** was paying immediately before the **term** ended unless a different rent has been agreed, and
- 10.1.4 the **landlord** may increase the monthly rent by giving the **tenant** one month's written notice.
- 10.2 If the **tenant** vacates the **premises** during the **term**, whether or not it ceases to pay **rent** -
- 10.2.1 the **landlord** may -
- (a) accept the keys,
 - (b) enter the **premises** to inspect, maintain or repair them, or
 - (c) show the **premises** to prospective tenants or purchasers,
- without this being re-entry or an acceptance of repudiation or a waiver of the **landlord's** rights to recover **rent** or other money under this lease.
- 10.2.2 this lease continues until a new tenant takes possession of the **premises**, unless the **landlord**-
- (a) accepts a surrender of the lease, or
 - (b) notifies the **tenant** in writing that the **landlord** accepts the **tenant's** repudiation of the lease, or
 - (c) ends the lease in accordance with clause 7.1.

11. RENT REVIEWS TO MARKET

- 11.1 In this clause "review period" means the period following each **market review date** until the next **review date** or the end of this lease.
- The review procedure on each **market review date** is -
- 11.1.1 each review of **rent** may be initiated by the **landlord** or the **tenant** unless **item 17** states otherwise but, if the **Act** applies, review is mandatory.
- 11.1.2 the **landlord** or the **tenant** entitled to initiate a review does so by giving the other a written notice stating the current market rent which it proposes as the **rent** for the review period. If the **Act** does not apply and the recipient of the notice does not object in writing to the proposed rent within 14 days the proposed **rent** becomes the **rent** for the review period.
- 11.1.3 If -
- (a) the **Act** does not apply and the recipient of the notice serves an objection to the proposed rent within 14 days and the **landlord** and **tenant** do not agree on the **rent** within 14 days after the objection is served, or
 - (b) the **Act** applies and the **landlord** and **tenant** do not agree on what the **rent** is to be for the review period,
- the **landlord** and **tenant** must appoint a **valuer** to determine the current market **rent**.
- If the **Act** does not apply and if the **landlord** and **tenant** do not agree on the name of the **valuer** within 28 days after the objection is served, either may apply to the President of the Australian Property Institute, Victorian Division to nominate the **valuer**. If the **Act** applies, the **valuer** is to be appointed by agreement of the **landlord** and **tenant**, or failing agreement, by the Small Business Commissioner.
- 11.1.4 In determining the current market **rent** for the **premises** the **valuer** must -
- (a) consider any written submissions made by the **landlord** and **tenant** within 21 days of their being informed of the **valuer's** appointment, and
 - (b) determine the current market rent as an expert
- and, whether or not the **Act** applies, must make the determination in accordance with the criteria set out in section 37(2) of the **Act**.
- 11.1.5 The **valuer** must make the determination of the current market rent and inform the **landlord** and **tenant** in writing of the amount of the determination and the reasons for it as soon as possible after the end of the 21 days allowed for submissions by the parties.
- 11.1.6 If -
- (a) no determination has been made within 45 days (or such longer period as is agreed by the **landlord** and the **tenant** or, if the **Act** applies, as is determined in writing by the Small Business Commissioner) of the **landlord** and **tenant**
 - (i) appointing the **valuer**, or
 - (ii) being informed of the **valuer's** appointment, or
 - (b) the **valuer** resigns, dies, or becomes unable to complete the valuation,
- then the **landlord** and **tenant** may immediately appoint a replacement **valuer** in accordance with sub-clause 11.1.3.

- 11.2 The **valuer's** determination is binding.
- 11.3 The **landlord** and **tenant** must bear equally the **valuer's** fee for making the determination and if either pays more than half the fee, may recover the difference from the other.
- 11.4 Until the determination is made by the **valuer**, the **tenant** must continue to pay the same **rent** as before the **market review date** and within 7 days of being informed of the **valuer's** determination, the parties must make any necessary adjustments.
- 11.5 If the **Act** does not apply, a delay in starting a market review does not prevent the review from taking place and being effective from the **market review date** but if the market review is started more than 12 months after the **market review date**, the review takes effect only from the date on which it is started.

12. FURTHER TERM(S)

- 12.1 The **tenant** has an option to renew this lease for the further term or terms stated in **item 18** and the **landlord** must renew this lease for that further term or those further terms if -
 - 12.1.1 there is no unremedied breach of this lease by the **tenant** of which the **landlord** has given the **tenant** written notice at the time the **tenant** requests renewal as required by clause 12.1.13,
 - 12.1.2 the **tenant** has not persistently committed breaches of this lease of which the **landlord** has given written notice during the **term**, and
 - 12.1.3 the **tenant** has exercised the option for renewal in writing not more than 6 months nor less than 3 months before the end of the **term**. The earliest and latest dates for exercising the option are stated in **item 19**.
- 12.2 The lease for the further term -
 - 12.2.1 starts on the day after the **term** ends,
 - 12.2.2 has a starting **rent** determined in accordance with clause 11 as if the first day of the further term were specified as a **market review date** in **item 16(a)**, and
 - 12.2.3 must contain the same terms as this lease (but with no option for renewal after the last option for a further term stated in **item 18** has been exercised) including any provisions appearing in this document that may have been read down or severed to comply with any applicable law that has ceased to be applicable, as if they had not been read down or severed.
- 12.3 If the **tenant** is a corporation and was required to provide directors' guarantees for this lease, the **tenant** must provide guarantees of its obligations under the renewed lease by its directors, and by each person who has provided a guarantee for the expired **term**, in the terms of clause 15.

13. SECURITY DEPOSIT

- 13.1 The **tenant** must pay a security deposit to the **landlord** of the amount stated in **item 20** and must maintain the deposit at that amount.
- 13.2 Any security deposit not in the form of a guarantee must be invested in an interest bearing deposit and all interest accruing on it is treated as a supplementary payment of security deposit. When the **term** starts, the **tenant** must provide the **landlord** with the **tenant's** tax file number.
- 13.3 The **landlord** may use the deposit to make good the cost of remedying breaches of the **tenant's** obligations under this lease (or any of the events specified in clause 7.1) and the **tenant** must pay whatever further amount is required to bring the deposit back to the required level.
- 13.4 As soon as practicable after this lease has ended and the **tenant** has vacated the **premises** and performed all of its obligations under the lease, the **landlord** must refund the unused part of the deposit.
- 13.5 The **tenant** may, and if the **landlord** requires must, provide the security deposit by means of a guarantee by an ADI within the meaning of the *Banking Act 1959* (Cth).
- 13.6 If the freehold of the **premises** is transferred:
 - 13.6.1 the **tenant** must provide a replacement guarantee in exchange for the existing guarantee if requested by the **landlord** in writing to do so, but the **landlord** must pay the reasonable fees charged by the ADI for the issue of the replacement guarantee, and
 - 13.6.2 the **landlord** must transfer any security deposit held under this lease to the transferee.

14. NOTICES

- 14.1 A notice given under this lease may be given -
 - 14.1.1 by pre-paid post,
 - 14.1.2 by delivery

- 14.1.3 by email, or
 - 14.1.4 in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner,
- to the party's last known address, registered office, or (if to the **tenant**) at the **premises**.
- 14.2 Posted notices will be taken to have been received on the second day after posting that is not a Saturday, Sunday or bank holiday in place of intended receipt, unless proved otherwise.
 - 14.3 Notices delivered or sent by email are taken to have been served or given at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*.

15. OBLIGATIONS OF GUARANTOR(S) UNDER GUARANTEE AND INDEMNITY

- 15.1 The **guarantor** in consideration of the **landlord** having entered into this lease at the **guarantor's** request —
 - 15.1.1 guarantees that the **tenant** will perform all its obligations under this lease for the **term** and any further term or terms and during any period of overholding after the end of the **term**,
 - 15.1.2 must pay on demand any amount which the **landlord** is entitled to recover from the **tenant** under this lease whether in respect of the **term**, any further term or further terms or any period of overholding, and
 - 15.1.3 indemnifies the **landlord** against all loss resulting from the **landlord's** having entered into this lease whether from the **tenant's** failure to perform its obligations under it or from this lease being or becoming unenforceable against the **tenant** and whether in respect of the **term**, any further term or any period of overholding.
- 15.2 The liability of the **guarantor** will not be affected by -
 - 15.2.1 the **landlord** granting the **tenant** or a **guarantor** time or any other indulgence, or agreeing not to sue the **tenant** or another **guarantor**,
 - 15.2.2 failure by any **guarantor** to sign this document,
 - 15.2.3 transfer (except in accordance with the **Act**, if the **Act** applies) or variation of this lease, but if this lease is transferred the **guarantor's** obligations, other than those which have already arisen, end when the **term** ends and do not continue into a term renewed by a new tenant nor a period of overholding by a new tenant,
 - 15.2.4 the fact that this lease is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or
 - 15.2.5 transfer of the freehold of the **premises**.
- 15.3 The **guarantor** agrees that —
 - 15.3.1 the **landlord** may retain all money received including dividends from the **tenant's** bankrupt estate, and need allow the **guarantor** a reduction in its liability under this guarantee only to the extent of the amount received,
 - 15.3.2 the **guarantor** must not seek to recover money from the **tenant** to reimburse the **guarantor** for payments made to the **landlord** until the **landlord** has been paid in full,
 - 15.3.3 the **guarantor** must not prove in the bankruptcy or winding up of the **tenant** for any amount which the **landlord** has demanded from the **guarantor**, and
 - 15.3.4 the **guarantor** must pay the **landlord** all money which the **landlord** refunds to the **tenant's** liquidator or trustee in bankruptcy as preferential payments received from the **tenant**.
- 15.4 If any of the **tenant's** obligations are unenforceable against the **tenant**, then this clause is to operate as a separate indemnity and the **guarantor** indemnifies the **landlord** against all loss resulting from the **landlord's** inability to enforce performance of those obligations. The **guarantor** must pay the **landlord** the amount of the loss resulting from the unenforceability.
- 15.5 If there is more than one **guarantor**, this guarantee binds them separately, together and in any combination.
- 15.6 Each of the events referred to in clauses 7.1.5 and 7.1.6 is deemed to be a breach of an essential term of this lease.

16. DISPUTE RESOLUTION

- 16.1 Unless the **Act** applies, if the words "The mediation procedure applies to this lease" are included in **item 21**, the mediation procedure applies to this lease. In that event the **landlord** and the **tenant** must attempt to resolve any dispute by the mediation procedure, except disputes about -
 - 16.1.1 unpaid **rent** and interest charged on it,
 - 16.1.2 review of **rent**, and

- 16.1.3 a dispute to be resolved in another way prescribed by any other provision of this lease.
- 16.2 The mediation procedure is -
- 16.2.1 the **landlord** or **tenant** may start mediation by serving a mediation notice on the other.
- 16.2.2 the notice must state that a dispute has arisen and identify what the dispute is.
- 16.2.3 the **landlord** and **tenant** must jointly request appointment of a mediator. If they fail to agree on the appointment within 7 days of service of the mediation notice, either may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator.
- 16.2.4 once the mediator has accepted the appointment the **landlord** and **tenant** and each **guarantor** must comply with the mediator's instructions.
- 16.2.5 if the dispute is not resolved within 30 days of the appointment of the mediator, or any other period agreed by the **landlord** and **tenant** in writing, the mediation ceases.
- 16.3 The mediator may fix the charges for the mediation which must be paid equally by the **landlord** and **tenant**.
- 16.4 If the dispute is settled, the **landlord** and **tenant** and each **guarantor** must sign the terms of agreement and the signed terms are binding.
- 16.5 The mediation is confidential and -
- 16.5.1 statements made by the mediator or the parties, and
- 16.5.2 discussions between the participants to the mediation, before after or during the mediation, cannot be used in any legal proceedings.
- 16.6 It must be a term of the engagement of the mediator that the **landlord** and **tenant** and each **guarantor** release the mediator from any court proceedings relating to this lease or the mediation.
- 16.7 The mediator is not bound by the rules of natural justice and may discuss the dispute with a participant in the absence of any others.
- 16.8 If the **Act** applies, so that a dispute must be referred to the Victorian Civil and Administrative Tribunal, the **landlord** and **tenant** agree that each may be represented by a legal practitioner or legal practitioners of its choice.

17. GST

- 17.1 Expressions used in this clause 17 and in the **GST Act** have the same meanings as when used in the **GST Act** unless the context requires otherwise.
- 17.2 Amounts specified as payable under or in respect of this lease are expressed exclusive of **GST**.
- 17.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time payment for the supply is due, the **GST** payable in respect of the supply. This obligation extends to supply consisting of entry into this lease.
- 17.4 An amount payable by the **tenant** in respect of a creditable acquisition by the **landlord** from a third party must not exceed the sum of the value of the **landlord's** acquisition and the additional amount payable by the **tenant** under clause 17.3 on account of the **landlord's** liability for **GST**.
- 17.5 A recipient of supply is not obliged, under clause 17.3, to pay the **GST** on a taxable supply to it under this lease, until given a valid tax invoice for it.

18. CONSUMER PRICE INDEX

- 18.1 On a **CPI review date**, the **rent** is adjusted by reference to the **Consumer Price Index** using the following formula -

$$AR = R \times \frac{CPIB}{CPIA}$$

Where: "AR" means adjusted **rent**,

"R" means **rent** before adjustment,

"CPIB" means the **Consumer Price Index** number for the quarter immediately preceding the **CPI review date**, and

"CPIA" means the **Consumer Price Index** number for the quarter immediately preceding the most recent earlier **review date** or, where there is no earlier **review date**, the quarter immediately preceding the start of the **term**.

- 18.2 If CPIB is not published until after the **CPI review date**, the adjustment is made when it is published but the adjustment takes effect from the relevant **CPI review date**. In the meantime, the **tenant** must continue to pay the **rent** at the old rate and, when the adjustment is made, the **tenant** must immediately pay any deficiency or the **landlord** must immediately repay the excess.
- 18.3 If the base of the **Consumer Price Index** is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.
- 18.4 Unless the **Act** applies and requires otherwise, if the **Consumer Price Index** is discontinued or suspended, then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculation which the President of the Australian Property Institute, Victorian Division (acting as an expert and not as an arbitrator), determines is appropriate in the circumstances. This determination is binding.
- 18.5 Unless the **Act** applies, the adjustment is not made if it would result in a decrease in the **rent** payable.

19. IF PREMISES ONLY PART OF THE LETTABLE AREA OF THE BUILDING

- 19.1 If the **premises** are only a part of the **lettable area** of the **building**, the provisions of this clause apply.
- 19.2 The **landlord** -
 - 19.2.1 may adopt whatever name it chooses for the **building** and change the name from time to time, and
 - 19.2.2 reserves all proprietary rights to the name of the **building** and any logo adopted for the **building**.
- 19.3 The **landlord** reserves for itself the use of all external surfaces of the **building** and areas outside the **building**.
- 19.4 The **building**, **common areas** and **landlord's installations** remain under the absolute control of the **landlord** which may manage them and regulate their use as it considers appropriate. In particular the **landlord** has the right -
 - 19.4.1 to close off the **common areas** as often as the **landlord** reasonably considers appropriate to prevent rights of way or user arising in favour of the public or third parties,
 - 19.4.2 to exclude persons whose presence the **landlord** considers undesirable,
 - 19.4.3 to grant easements over any parts of the **land** which do not materially and adversely affect the **tenant's** use,
 - 19.4.4 to install, repair and replace, as necessary, the infrastructure necessary or desirable for the provision of services to the various parts of the **building**, and
 - 19.4.5 to repair, renovate, alter or extend the **building** but, in doing so, the **landlord** must not cause more inconvenience to the **tenant** than is reasonable in the circumstances.

If the **Act** applies, these rights may only be exercised in a manner consistent with the **Act**.

- 19.5 The **tenant** must not obstruct the **common areas** or use them for any purpose other than the purposes for which they were intended.
- 19.6 The **tenant** must comply with the **building rules**. The **landlord** may change the **building rules** from time to time and the **tenant** will be bound by a change when it receives written notice of it. The **landlord** must not adopt a **building rule** or change the **building rules** in a way that is inconsistent with this lease. To the extent that a **building rule** is inconsistent with this lease, the lease prevails.

20. PERSONAL PROPERTY SECURITIES ACT

- 20.1 Expressions used in this clause that are defined in the **PPSA** have the meanings given to them in the **PPSA**.
- 20.2 The **landlord** may, at any time, register a financing statement for any security interest arising out of or evidence by this lease over any or all of -
 - 20.2.1 the **landlord's installations**,
 - 20.2.2 any security deposit provided by the **tenant**, and
 - 20.2.3 **tenant's installations** and other **tenant's** property left on the **premises** after the end of the lease,

that are personal property, and must identify the property affected by the financing statement in the free text field of the statement.

*The tenant waives the right to receive notice under section 157(1) of the PPSA. [*Delete if inapplicable]

- 20.3 When this lease -

- 20.3.1 ends and the **tenant** has vacated the premises and performed all of its obligations under it, or
- 20.3.2 is transferred,
- the **landlord** must register a financing change statement with respect to any security interest for which the **landlord** has registered a financing statement other than those to which sub-clause 20.2.3 relates.
- 20.4 The **tenant must** sign any documents and do anything necessary to enable the **landlord** to register the statements referred to in the preceding sub-clause and to enforce its rights and perform its obligations under this clause and the **PPSA**. In particular, if the **tenant** is a natural person, the **tenant** must provide the **landlord** with the **tenant's** date of birth and a certified copy of a Victorian driver's licence (or other evidence acceptable to the **landlord**) to confirm the **tenant's** date of birth. The **landlord** must keep the **tenant's** date of birth and any evidence provided to confirm it secure and confidential.
- 20.5 The **tenant** must not register, or permit to be registered, a financing statement in favour of any person other than the **landlord**, for any security deposit provided by the **tenant** or any of the **landlord's installations**.
- 20.6 The **tenant** must pay the **landlord's** reasonable expenses and legal costs in respect of anything done or attempted by the **landlord** in the exercise of its rights or performance of its obligations under this clause or the **PPSA**
*except the landlord's costs of registering a financing statement under sub-clause 20.2 which are to be borne by the landlord
[*Delete if inapplicable]
- 20.7 In accordance with section 275(6)(a) of the **PPSA**, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).
- 20.8 Subject to any requirement to the contrary in the **PPSA**, notices under this clause or the **PPSA** may be served in accordance with clause 14 of this lease.

21. ADDITIONAL PROVISIONS

Any additional provisions set out in **item 22** -

- 21.1 bind the parties, and
- 21.2 if inconsistent with any other provisions of this lease, override them.

22. LANDLORD WARRANTY

The **landlord** warrants that clauses 1 to 21 appearing in this lease are identical to clauses 1 to 21 of the copyright Law Institute of Victoria Lease of Real Estate August 2014 Revision and that any modifications to them are set out as additional provisions in **item 22**.

SCHEDULE

[You should record any deletions, alterations and/or additions to the standard LIV lease conditions as additional provisions in item 22 and **NOT** in the lease conditions].

- Item 1 Landlord:**
[1.1] Alpine Shire Council
ABN 14 821 390 281
of Great Alpine Road Bright, VIC 3741
- Item 2 Tenant:**
[1.1] James Herschell and Kristy Herschell
trading as Alpine Fitness Centre and Sports Camps
ABN 74 988 389 282
of 2 Orchard Court, Bright, VIC 3741
- Item 3 Guarantor:**
[1.1] Not Applicable
- Item 4 (a) Premises:**
[1.1] 'Lyndhurst Building', 16 Churchill Avenue, Bright, Victoria 3741
(b) Land:
Part of the land contained in Lot 2 Plan of Subdivision PS344761E and being the land on the attached plan marked 'Site Plan showing Car Park' and being the land marked "Plan for Lease Purposes Part of Lot 2 PS 344761E" annexed hereto.
- Item 5 Landlord's installations:**
[1.1] All fixtures and fittings existing in the premises as at the date that the Tenant commenced occupation of the premises, including but not limited to those items annexed to this Lease marked "Landlord's Installations Schedule", in respect of which the Tenant, at its own cost, undertakes –
▪ to maintain and service;
▪ carry out capital works thereon;
pursuant to Section 41(2) of the Act.
- Item 6 Rent:**
[1.1] \$25,000.00 per annum (plus GST) being \$2,083.84 per calendar month (plus GST) subject to a rent-free period from commencement until 01/08/2016 (a six (6) month rent free period)
- Item 7 Tenant's installations:**
[1.1] All fixtures and fittings installed by the Tenant with the written consent of the Landlord in accordance with Clause 2.2.12
- Item 8 Term of the lease:**
[1.1] Three (3) years starting on 01/02/2016
- Item 9 How rent is to be paid:**
[2.1.1] Calendar monthly in advance

Item 10 **Building outgoings which the tenant must pay or reimburse:**
[1.1, **[Alternative 1] Premises consist of the entire lettable area of the building**
2.1.2, 100% of all **building outgoings**
2.1.5 &
5.4]

OR

~~[alternative 2] premises consist of only a part of the lettable area of the building~~

The ~~tenant's~~ proportion of ~~building outgoings~~:

- (a) ~~In relation to building outgoings that benefit all the premises in the building: the proportion that the lettable area of the premises bears to the total lettable area of the building, which at present is _____ %;~~
- (b) ~~In relation to building outgoings that benefit the premises and other premises but not all of the premises in the building: the proportion that the lettable area of the premises bears to the total lettable area of all premises (including the premises) that benefit from the outgoing; and~~
- (c) ~~In relation to building outgoings that benefit only the premises: 100%.~~

~~If the Act applies, building outgoings for the first accounting period will include the sum of \$ _____ for management fees. Of this sum, the tenant's proportion is \$ _____. In subsequent accounting periods, the amount payable for management fees will be calculated in accordance with section 49(2), (3) and (6) (unless section 49(2) does not apply by reason of section 49(4)).~~

~~[Note: One alternative must be deleted~~

~~Insert percentage~~

~~If the Act applies, insert these amounts]~~

Item 11 **Risks which the insurance policies must cover:**
[1.1 &
6.2]

- Fire;
- Flood;
- Lightning;
- Storm and tempest;
- Explosion;
- Riots and civil commotion;
- Strikes;
- Malicious damage;
- Earthquake;
- Impact by vehicles;
- Impact by aircraft and articles dropped from them;
- Internal flood water;
- Plate glass;
- Public risk

and such other risks as the **landlord** reasonably requires from time to time.

[Delete risks not required to be covered and add any other risks required to be covered].

Item 12 **Amount of public risk insurance cover:**
[1.1 &
2.3.1] \$10,000,000 or other amount reasonably specified from time to time by the **landlord**.

- Item 13** **Period of loss of rent and outgoings insurance:**
 [1.1] Not Applicable
- Item 14** **Interest rate on overdue money:**
 [2.1.7] 2% per annum more than the rate from time to time fixed by the Penalty Interest Rates Act 1983 (Vic).
- Item 15** **Permitted use:**
 [2.2.1] Personal training studio, health and fitness centre, sports camps and group accommodation in accordance with Planning Permit 5.2015.137.1 attached hereto
- [1.14] The **Act** does/~~does not~~ apply
 Reason why ~~Act~~ does not apply:
- [Delete whichever alternate does not apply].**
- Item 16** **Review date(s):**
 [2.1.1, 11, 18] **Term**
 (a) Market review date(s): 01/02/2019
 (b) CPI review date(s): 01/02/2017 & 01/02/2018
 (c) Fixed review date(s) and percentage or fixed amount increases: Not Applicable
- Further term(s)**
 (a) Market review date(s): 01/02/2022
 (b) CPI review date(s): 01/02/2020, 01/02/2021, 01/02/2023 & 01/02/2024
 (c) Fixed review date(s) and percentage or fixed amount increases: Not Applicable
- Item 17** **Who may initiate reviews:**
 [2.1.1, 11, 18] Market review: Either party
 CPI review: Review is automatic
 Fixed review: Not Applicable
- Item 18** **Further term(s):**
 [12] Two (2) further terms of three (3) years each
- Item 19** **Latest date for exercising option for renewal:**
 [12] 31/10/2018 and 31/10/2021 being 3 months before the end of each term
- Item 20** **Security deposit:**
 [13] Not Applicable
- Item 21** **The mediation procedure applies/~~does not apply~~ to this lease**
 [16.1] **[delete one alternative]**

Item 22 Additional provisions:

Additional Provisions are contained on Annexure A, attached hereto.

Dated the _____ day of _____ 201

EXECUTED AS A DEED

SIGNED & DELIVERED by the _____)
authorised officer of the Alpine Shire _____)
Council in the presence of:

Signature of authorised officer

Signature of witness

Authorised officer's name:
Authority of officer:
Signing on behalf of:

Print name of witness

SIGNED & DELIVERED by the _____)
Tenants James Herschell and Kristy _____)
Herschell in the presence of:

James Herschell

Kristy Herschell

Signature of witness

Print name of witness

ANNEXURE A – ADDITIONAL PROVISIONS

Obligations of the Landlord pursuant to the Local Government Act

22.1. The Lease and Option to Purchase and subsequent Contract of Sale (should the option be exercised by the Tenant) are subject to Sections 189 and 190 of the *Local Government Act 1989*. It is acknowledged that this Lease does not fetter the powers, discretions or duties of the Landlord pursuant to Sections 189, 190 and Section 223 of the *Local Government Act* or in relation to any other powers or obligation the Vendor has under any Act, Legislation or Local Law that may apply to this Lease, Option or municipal district.

Option to Purchase

- 22.2. The Landlord grants to the Tenant an exclusive option to purchase the property.
- 22.3. The Option term will commence 31/01/2022, and will expire after six months, being 31/07/2022 ("the Option Period").
- 22.4. The Landlord is free to sell the property to other parties, subject to this Lease, before the commencement of the Option Period, and after expiry of the Option period, but subject always to the Tenant's Right of First Refusal contained in Additional Provision 22.12.
- 22.5. The Initial Valuation Figure is agreed by the parties to be \$450,000.00 (as determined by a sworn valuation obtained by the Landlord at the commencement of the Lease). The purchase price at the time of the Tenant exercising the Option will be calculated by indexing the Initial Valuation Figure according to the annual revaluation by Council's valuers, as follows:-

$$PP = IVF + (IVF ((AR2 - AR1) / AR1))$$

Where:

- PP =** purchase price
- IVF =** Initial Valuation Figure
- AR1 =** median commercial property valuation at the commencement of the Lease
- AR2 =** median commercial property valuation at the time of sale

- 22.6. The terms of such sale will in accordance with the standard terms and conditions contained in the standard contract for sale published by the Law Institute of Victoria, and including Special Conditions suitable to the parties at the time of sale.
- 22.7. The parties agree that the Option to Purchase is a right personal to the Tenant only and cannot be transferred or assigned to any other person. The Tenant may not substitute an alternate purchaser or transferee by way of Nomination, unless the Landlord agrees.
- 22.8. This Option is binding on the Landlord their executors, administrators and assigns.
- 22.9. This Option benefits the Tenant their executors and administrators.
- 22.10. This option may be exercised at any time after the commencement of the Option Period but before the expiry of the Option Period by notice in writing to the Landlord accompanied by a cheque for a 10% deposit. Completion must be within 42 days of the execution of a Contract of Sale.

ANNEXURE A – ADDITIONAL PROVISIONS

- 22.11. As the premises constitutes only part of the Certificate of Title on which the premises is contained, the Landlord will, at its expense (save for any legal fees or consent costs of the Tenant), subdivide the premises from the parent title before settlement. Any Contract of Sale must contain a provision to the effect that the sale must be subject to a Plan of Subdivision excising the premises from the parent title being registered at the Land Titles Office within 12 months of this Option to Purchase being exercised by the Tenant.

Right of First Refusal

- 22.12. The Landlord agrees that in the event that they decide to sell the property they will first offer it to the Tenant who must within 14 days of notification of this first right of refusal enter into an agreement in the then standard form of Contract of Sale. After 14 days the Landlord may sell the property to any other party if the Tenant has not exchanged such Contract but shall not do so on terms different from those offered to the Tenant unless first making the same more advantageous offer to the Tenant who shall then have a further 14 days to exchange the Contract.

Capital Improvements and Maintenance

- 22.13. The Tenant is responsible for any capital improvements or alterations it wishes to make (with such capital improvements only to be made the written permission of the Landlord), and the Tenant shall not call upon the Landlord for any contributions to same. Further, the liability for the operating and structural maintenance and repairs for the Tenant's Installations as well as the Tenant's capital improvements are exclusively the responsibility of the Tenant.

Ownership of Tenant's Improvements

- 22.14. The Tenant owns all of the Tenant's Improvements unless the Act requires any buildings and structures to be erected on the Land by the Tenant to be and to remain the property of the Landlord.

Conditions at Termination

- 22.15. General condition 5.1. of this Lease is deleted and replaced with Additional Provisions 22.16 – 22.26 inclusive.

Tenant to yield up

- 22.16. When this Lease ends the Tenant at its cost, if required by the Landlord, remove the Tenant's Improvements in a proper and workmanlike manner in compliance with the requirements of all Authorities and to the satisfaction of the Landlord. If the Landlord does not require the Tenant to remove the Tenant's Improvements those improvements that have not vested in the Landlord by operation of Law will revert to and become the absolute property of the Landlord (except for the Tenant's trade fixtures, fittings and chattels) without any payment or compensation.

Tenant to continue to pay rent etc.

- 22.17. If the Tenant is required to remove the Tenant's Improvements, the Tenant must continue to pay the Rent, the Rates and Taxes and all other money payable under this Lease until it has demolished and removed the Tenant's Improvements.

ANNEXURE A – ADDITIONAL PROVISIONS

Tenant not to cause damage

- 22.18. The Tenant must not cause or contribute to any damage to the property in the demolition and removal of the Tenant's improvements.
- 22.19. If the Tenant causes any such damage in the demolition and removal of the Tenant's improvements, the Tenant must make good any such damage and must leave the Land in a condition that is acceptable to the Landlord and all Authorities.
- 22.20. If the Tenant fails to do so within a reasonable time, the Landlord may make good any such damage at the cost of and as agent for the Tenant and recover from the Tenant the reasonable cost to the Landlord of doing so as a liquidated debt payable on demand.

Failure by Tenant to remove the Tenant's Improvements

- 22.21. If the Tenant fails to remove the Tenant's improvements in accordance with this Clause or if the Landlord re-enters the property, the Landlord at the Landlord's option (without prejudice to any action or other remedy which the Landlord has) may:
- 22.21.1. demolish and remove the Tenant's Improvements; and
- 22.21.2. without being guilty of any manner of trespass, cause any of the Tenant's property to be removed and stored in such manner as is reasonable at the risk and at the Cost of Tenant and/or at the option of the Landlord sell it as the attorney of the Tenant and appropriate the proceeds of sale in payment of any Rent/or other money owing by the Tenant to the Landlord and pay any residue without interest to the Tenant; or
- 22.21.3. treat the Tenant's property as if the Tenant had abandoned its interest in it and it had become the property of the Landlord, and deal with it in such manner as the Landlord thinks fit without being liable in any way to account to the Tenant for them.

Tenant to indemnify and pay Landlord's Costs

The Tenant must:

- 22.22. indemnify and keep indemnified the Landlord in respect of the reasonable cost of the removal and storage of the Tenant's property, the cost of demolishing and removing the Tenant's Improvements and also in respect of all claims which the Landlord may suffer or incur at the suit of any Person (other than the Tenant) claiming an interest in the Premises or the Tenant's property by reason of the Landlord acting in any manner permitted in these Clauses; and
- 22.23. pay to the Landlord as a liquidated debt payable on demand any reasonable costs incurred by the Landlord in exercising its rights pursuant to these Clauses, including any excess of costs over moneys received in disposal of the Tenant's property pursuant to the Landlord's rights contained in Clause 22.21 except to the extent caused by any negligent act or omission of the Landlord.

Condition of Premises at termination

- 22.24. At the end of this Lease the Tenant must return the Premises to the Landlord in the condition required by this Lease.

ANNEXURE A – ADDITIONAL PROVISIONS

22.25. The Tenant will remove all signs, names, advertisements or notices in or on the premises required by the Landlord to be removed and make good any damage or disfigurement caused to the premises by their respective affixing, retention or removal.

Earlier breaches

22.26. The ending of this Lease does not prejudice or affect any rights or remedies of the Landlord against the Tenant in respect of any earlier breach by the Tenant of any Lease covenants and conditions.

Compliance with Town Planning

22.27. The Tenant shall at its own expense comply with all town planning requirements made in relation to the Tenant's use of the premises.

Rent-Free Period

22.28. The Landlord grants to the Tenant a six month rent free period from the commencement date.

Essential Terms

22.29. Each of these Additional Terms are to be treated as an essential terms for the purposes of clause 7.5.

SCHEDULE 1

LANDLORD'S DISCLOSURE STATEMENT—RETAIL PREMISES NOT LOCATED IN RETAIL SHOPPING CENTRES

by the Landlord under section 17(1)(a) and section 61(5) of the
Retail Leases Act 2003

NOTE

This statement is to be completed by the Landlord and must be provided to the Tenant with a copy of the proposed lease at least 7 days before the signing of a new lease.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2013.

It is prudent for a Tenant to obtain independent legal and financial advice before entering into a retail premises lease.

The Tenant has remedies including termination of a lease under the **Retail Leases Act 2003** if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

DISCLOSURE STATEMENT by the Landlord

Landlord:	Alpine Shire Council Great Alpine Road Bright, VIC 3741
Tenant:	James Herschell and Kristy Herschell 2 Orchard Court, Bright, VIC 3741
Premises:	"Lyndhurst Building", 16 Churchill Avenue, Bright VIC

PART 1 PREMISES

1	Premises details	
1.1	Street address of premises "Lyndhurst Building", 16 Churchill Avenue, Bright VIC <i>[insert street address of premises and, as applicable, shop number, name of the building in which the premises is located, street address of the building]</i>	
1.2	Plan of premises (if available) Attached to lease <i>[Insert description of premises by reference to a prepared plan. Attach the plan to this disclosure statement as per item 23.1.]</i>	
1.3	Lettable area of premises	4,564 m ² Actual/ Estimate
	Will a survey be conducted?	<input checked="" type="checkbox"/> Yes (attached hereto) <input type="checkbox"/> No
1.4	Existing structures, fixtures, plant and equipment in the premises, provided by the landlord (excluding any works, fit out and refurbishment described in Part 3) Per attached Schedule in Lease	
	<i>[select as appropriate]</i> <input type="checkbox"/> air conditioning <input type="checkbox"/> cool room <input type="checkbox"/> floor coverage	<input type="checkbox"/> plastered walls <input type="checkbox"/> shop front <input type="checkbox"/> sink

	<input type="checkbox"/> grease trap <input type="checkbox"/> hot water service <input type="checkbox"/> lighting <input type="checkbox"/> mechanical exhaust <input type="checkbox"/> painted walls	<input type="checkbox"/> sprinklers <input type="checkbox"/> suspended ceilings <input type="checkbox"/> telephone <input type="checkbox"/> water supply <input type="checkbox"/> waste
	<input type="checkbox"/> electrical distribution load (3 phase) <input type="checkbox"/> electrical distribution load (single phase) <input type="checkbox"/> separate utility meter gas <input type="checkbox"/> separate utility meter water <input type="checkbox"/> separate utility meter electricity <input type="checkbox"/> other	
1.5	Services and facilities provided by the landlord for the benefit of the premises (for example, security services, cleaning)	
2	Permitted use	
2.1	Description of permitted use Personal training studio, health and fitness centre, sports camps and group accommodation in accordance with Planning Permit 5.2015.137.1 attached hereto <i>[Note: the tenant should investigate if the proposed use of the premises is permitted under planning laws.]</i>	
3	Number of car parking spaces	
3.1	Approximate total spaces	26 spaces in accordance with Planning Permit 5.2015.137.1 attached
3.2	Available spaces for customers of the building	0 spaces
3.3	Reserved spaces for use of the tenant only	0 spaces
4	Head lease	
4.1	Is the premises under a head lease or Crown lease?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.2	Has the landlord provided a copy of the head lease or Crown lease to the tenant?	<input type="checkbox"/> Yes—attached as per item 23.2 <input type="checkbox"/> No <input checked="" type="checkbox"/> Not applicable
4.3	Current term under the head lease or Crown lease and option/s to renew <input type="checkbox"/> Not applicable <input type="checkbox"/> Details of head lease as follows: Current term: —years —to— Options to renew: —years —to— <i>[List any options for further terms held by the landlord under the head lease]</i>	
4.4	Is the head landlord's consent to the lease required?	<input type="checkbox"/> Yes <input type="checkbox"/> No

PART 2 TERM OF LEASE AND OPTION/S TO RENEW LEASE			
5	Term of lease		
5.1	Date lease commences (see also date of handover at item 7)	01/02/2016	
5.2	Length of term	3 years	
5.3	Date lease expires (based on the date indicated at item 5.1 as the date the lease commences)	31/01/2019	
6	Option/s to renew lease		
6.1	Option/s details (Note: an option to renew a lease must be exercised in writing and given to the landlord on or before the last day stated in the option clause of the lease) Options as follows:		
	Length of option	Period of option	Exercise date
	3 years	01/02/2019 to 31/01/2022	31/07/2018 to 31/10/2018
	3 years	01/02/2022 to 31/01/2025	31/07/2021 to 31/10/2021
	[list all options to renew lease]		

PART 3 WORKS, FIT OUT AND REFURBISHMENT			
7	Date of handover		
7.1	Date of handover (if different to the date the lease commences indicated at item 5.1)	09/12/2015 Actual/Estimate	
8	Landlord's works		
8.1	Description of works to be carried out by the landlord before the date the lease commences Nil [exclude any works that form part of the tenant's fit out at item 9]		
8.2	Estimate of expected contribution by the tenant towards the cost of the landlord's works	Nil	
	[see also outgoings (item 13) in relation to any maintenance and repair outgoings]		
9	Tenant's fit out works		
9.1	Fit out works to be carried out by the tenant		

	(excluding the landlord's works at item 8) Per attached schedule in Lease and with written permission of the Landlord in accordance with the Lease
9.2	Is the landlord providing any contribution towards the cost of the tenant's fit out? <input type="checkbox"/> Yes [insert details of landlord's contribution] <input checked="" type="checkbox"/> No
9.3	Does the landlord have requirements as to the quality and standard of shop front and fit out? <input checked="" type="checkbox"/> Yes All works to be performed to a high standard in a professional and workman like manner with the consent of the Landlord, and in accordance with the Lease [insert details or provide fit out guide] <input type="checkbox"/> No

PART 4 RENT	
10	Annual base rent
10.1	Starting annual base rent (i.e. when the lease commences) \$25,000 Including/Excluding GST (plus GST)
10.2	Rent free period 6 months from 01/02/2016 to 31/07/2016 [describe any rent free period]
10.3	Date of rent commencement 01/08/2016
10.4	How rent payments are to be made? Monthly in advance [insert description of how rent is paid—e.g. by equal monthly instalments in advance on the first day of each month, other than the first and last payments which are calculated on a pro-rata basis]
11	Rent adjustment (rent review)
11.1	Rent adjustment date(s) and adjustment method On each anniversary of the commencement date during each term, by Consumer Price Index adjustment (CPI) On the commencement date of any further term, by Current Market Rental adjustment [insert a list of all rent adjustment dates and adjustment methods —e.g. fixed increase by X%, fixed increase by \$X, current market rent, indexed to CPI]

PART 5 OUTGOINGS	
12	Contribution by tenant towards landlord's outgoings
12.1	Is the tenant required to pay or contribute towards the landlord's outgoings? Yes
12.2	Describe any period during which the tenant is not required to pay outgoings Nil
12.3	Date on which payment of outgoings is to commence 01/02/2016
12.4	Formulae for apportioning outgoings 100%

	<i>[insert formulae on how outgoings payable by tenant are to be apportioned]</i>	
13	Outgoings estimates (annual) for the 12 month period 01/02/2016 to 31/01/2017 <i>[State which of the following are payable by the tenant. The landlord may be prevented by the Retail Leases Act 2003 from claiming certain costs.]</i>	
		Estimate per annum for the building (Including/Excluding GST)
13.1	Administration Administration costs (excluding management fees and wages) Management fees	Not applicable Not applicable
13.2	Air conditioning/temperature control Air conditioning maintenance Air conditioning operating costs	\$600 Tenant's own responsibility
13.3	Building management Body corporate/strata levies Building intelligence services Energy management services Gardening and landscaping Insurance Pest control Ventilation	Not applicable Tenant's own responsibility Not applicable Tenant's own responsibility \$1,578 Tenant's own responsibility Tenant's own responsibility
13.4	Building security Caretaking Emergency systems Fire protection Security services	Tenant's own responsibility Tenant's own responsibility \$100 – fee for maintenance of fire extinguishers Tenant's own responsibility
13.5	Cleaning Cleaning consumables Cleaning costs (excluding consumables)	Tenant's own responsibility Tenant's own responsibility
13.6	Government rates and charges Local government rates and charges Water, sewerage and drainage rates and charges Fire services property levy (Note: under section 50 of the Retail Leases Act 2003 , the landlord may not claim land tax as an outgoing.)	Nil \$2,000 (depending on Tenant's usage) In accordance with the Fire Services Levy Act 2012 (Vic)
13.7	Repairs Repairs and maintenance	\$2,000 (estimate only - not including Tenant's own fixtures and fittings)

	Sinking fund for repairs and maintenance (Note: under section 41 of the Retail Leases Act 2003 , the landlord may not claim the capital costs of the building in which the premises are located.)	and capital improvements) Not applicable
13.8	Utility services Electricity Gas Oil Water	Tenant's own responsibility Tenant's own responsibility Tenant's own responsibility Tenant's own responsibility
13.9	Waste management Sewerage disposal Waste collection and disposal	See 14.9 above \$1,500 (depending on tenant bin numbers)
13.10	List any other outgoings	Upkeep, repair and replacement of Tenant's capital improvement items
13.11	Estimated tenant contribution to outgoings	\$7,778

PART 6 OTHER COSTS		
14	Other monetary obligations and charges	
14.1	Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement [e.g. interest and legal costs]	None

PART 7 ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)		
15	Alteration works	
15.1	Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building, including surrounding roads, during the term or any further term or terms? <input type="checkbox"/> Yes [insert details of the proposed works] <input checked="" type="checkbox"/> No	
16	Clauses in lease dealing with relocation and demolition works	
16.1	Clause(s) in lease providing for relocation of tenant <input type="checkbox"/> Clause(s) of the lease <input checked="" type="checkbox"/> Not applicable	
16.2	Clause(s) in lease providing for demolition of the premises or building <input checked="" type="checkbox"/> Clause(s) 8 of the lease <input type="checkbox"/> Not applicable	

PART 10 TENANT ACKNOWLEDGEMENTS AND SIGNATURE	
21	Acknowledgements by the tenant
By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement.	
Before entering into a lease, tenants should consider these key questions:	
<ul style="list-style-type: none"> • Does the planning authority allow your proposed use for the premises under planning law? • Is the security of your occupancy affected by: <ul style="list-style-type: none"> • mortgages, charges or encumbrances granted by the landlord? • rights and obligations under a head lease? • Does the premises comply with building and safety regulations? Is the premises affected by outstanding notices by any authority? • Could your trading be affected by disturbances or changes to the building? • Does the landlord require you to refurbish the premises regularly or at the end of the lease? 	
<ul style="list-style-type: none"> • Can the landlord end the lease early even if you comply with the lease? • Are all the existing structures, fixtures and plant and equipment in good working order? • Are you required to make good the premises at the end of the lease? 	
22	Tenant's signature
It is important that a tenant seek independent legal and financial advice before entering into a lease.	
22.1	Name of tenant James Herschell and Kristy Herschell [insert name of tenant]
22.2	Signed by the tenant or for and on behalf of the tenant x.....
22.3	Name of the tenant's authorised representative [insert name of person signing with the authority of the tenant]
22.4	Date / /20

PART 11 ATTACHMENTS	
23	List of attachments
	Attached?
23.1	Plan of premises (see item 1.2) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not applicable
23.2	Head lease or Crown lease (see item 4.2) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not applicable
23.3	Additional attachments Planning Permit 5.2015.137.1 [list of any additional attachments]

**PLAN FOR LEASE PURPOSES
PART OF LOT 2 PS 344761E
PARISH OF BRIGHT**

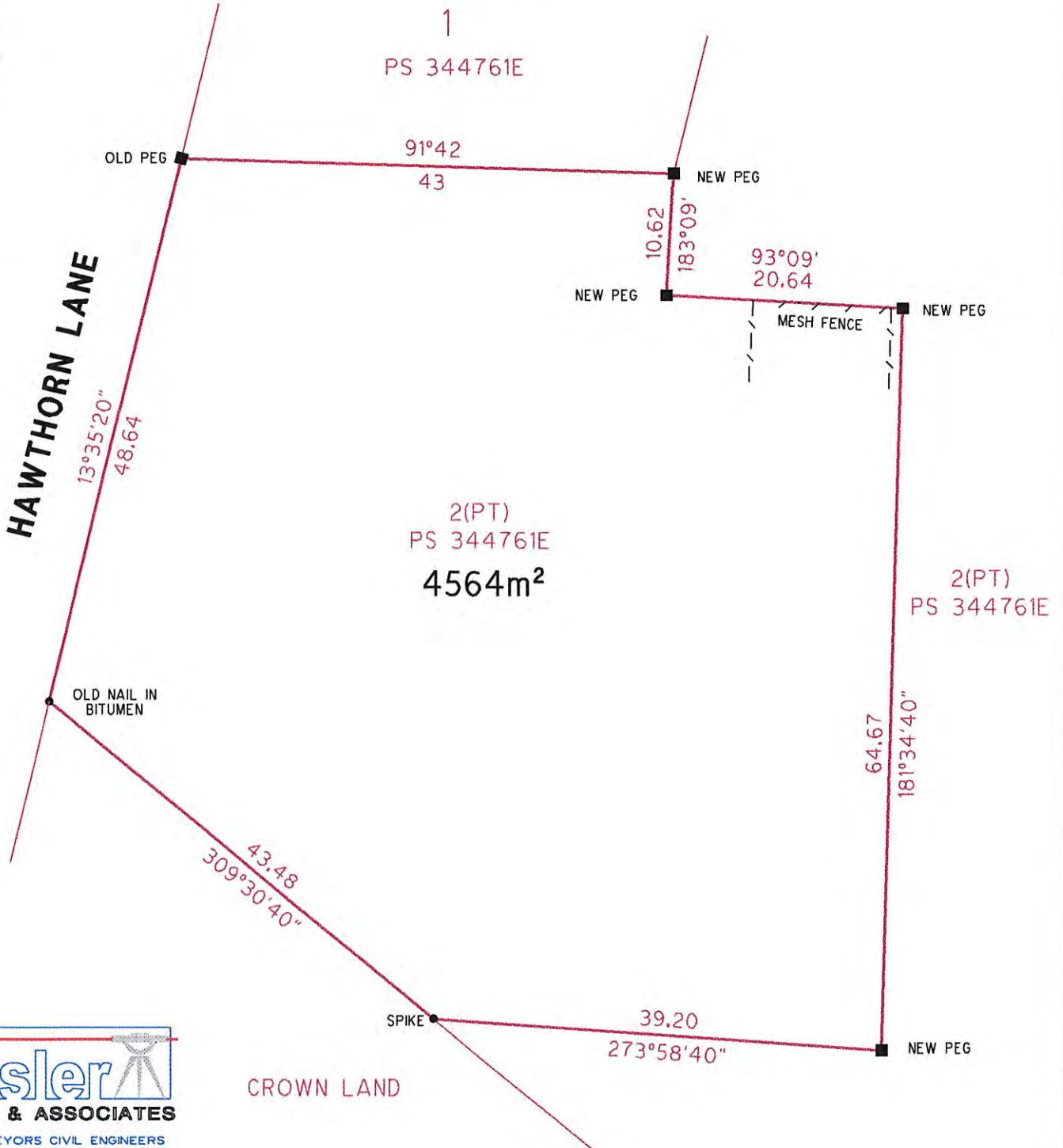


SCALE 1 : 500 A4

VERSION 1

A.M.G. ZONE 55

HAWTHORN LANE



SURVEYORS CIVIL ENGINEERS
DEVELOPMENT CONSULTANTS

598 Macauley Street, Albury
p: (02) 6021-1322

64 Hammond Avenue, Wagga Wagga
p: (02) 6921-3312

31 Baker Street, Wangaratta
p: (03) 5721-5688

f: (02) 6021-8563
w: www.eslers.com.au
e: engineering@eslers.com.au



FS520879

REF: No. 24922 Lease Hawthorn.vcd



Reference: 5.2015.137.1

Contact: Nick Vlahandreas
Telephone: (03) 5755 0555

Wednesday, 4 November 2015

JAMES A HERSHELL
2 ORCHARD COURT
BRIGHT VIC 3741

Dear James,

APPLICATION NO: 5.2015.137.1
PROPOSAL: USE OF LAND AS A RESTRICTED RECREATION FACILITY,
ACCOMMODATION AND MEDICAL CENTRE AND DISPLAY
OF BUSINESS IDENTIFICATION SIGNAGE
ADDRESS: LOT: 2 PRT: Y SEC: H PS: 344761
12 CHURCHILL AVENUE BRIGHT 3741

Council is pleased to inform you that your application has been approved and we have decided to grant a Planning Permit. Planning Permit 5.2015.137.1 is attached.

The Planning Permit has been issued with conditions; please ensure that you comply with these conditions in undertaking the development.

Please also note the expiry date of the planning permit. If you require additional time you may seek an extension to the planning permit. However, you should note that Council does not remind you of the expiry and an extension is not granted automatically, each extension request is considered on its merits against the provisions of the Alpine Planning Scheme at the time of the request.

We wish you well in undertaking your development and if we can be of any further assistance please do not hesitate to contact Nick Vlahandreas on (03) 5755 0555.

Yours faithfully,

NICK VLAHANDREAS
MANAGER
PLANNING+AMENITY

Encl.

PLANNING PERMIT



Alpine Shire

PERMIT NO: 2015.137.1

PO Box 139
Bright Vic. 3741
Tel: 03 5755 0555
Fax: 03 5755 1811

PLANNING SCHEME: ALPINE
RESPONSIBLE AUTHORITY: ALPINE SHIRE COUNCIL

ADDRESS OF THE LAND: LOT 2 on PS344761, 12 CHURCHILL AVENUE BRIGHT

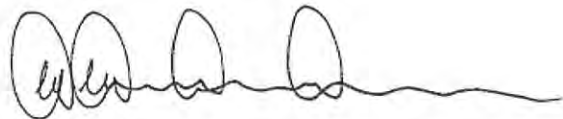
THE PERMIT ALLOWS: Use of land as a restricted recreation facility, accommodation and medical centre and display of business identification signage in accordance with the endorsed plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- (1) The layout of the site and the size of the proposed use and signage must be generally in accordance with the endorsed plans which form part of this permit. The endorsed plans must not be altered or modified (whether or not to comply with any statute statutory rule or local law or for any other reason) without the consent of the responsible authority.
- (2) The uses must be managed so that the amenity of the area is not detrimentally affected, through the:
 - (a) transport of materials, goods or commodities to or from the land;
 - (b) appearance of any building, works or materials;
 - (c) emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil;
 - (d) presence of vermin; and
 - (e) movement of guests and members to and from the building.
- (3) Noise levels emanating from the premises must not exceed those required to be met under Environment Protection Authority guideline Noise from Industry in Rural Victoria (NIRV).
- (4) External lighting must be designed, baffled and located so as to prevent any adverse effect on adjoining land to the satisfaction of the responsible authority.

- (5) No more than 2 health practitioners may be present on the premises at any one time without the written consent of the responsible authority.
- (6) No less than 26 car spaces must be provided on the land for the use and development, including 1 space clearly marked for use by disabled persons.
- (7) The sign must not be animated or contain any flashing or intermittent light.
- (8) The sign must not be illuminated by external or internal light except with the written consent of the responsible authority.
- (9) The sign must be constructed and maintained to the satisfaction of the responsible authority.
- (10) This permit will expire if one of the following circumstances applies:
 - a) the uses are not started within two years of the date of this permit.

The responsible authority may extend the periods referred to if a request is made in writing before the permit expires, or within six months afterwards.



Signature for Responsible Authority

**NICK VLAHANDREAS
MANAGER
PLANNING+AMENITY**

Date Issued: 4 November 2015
Reference: 11160.05500

Note:

MANAGER

INFORMATION ABOUT THIS PERMIT

What has been decided?

The Responsible Authority has issued a permit.

Note: This is not a permit granted under Division 5 or 6 of Part 4 of the *Planning and Environment Act 1987*.

Can the Responsible Authority Amend this Permit?

If this permit was not issued at the direction of the Victorian Civil and Administrative Tribunal or if this permit was issued at the direction of the Tribunal but the Tribunal did not direct that the permit or part of the permit must not be amended by the responsible authority under Division 1A of Part 4 of the Act include the following paragraph—]

The responsible authority may amend this permit under Division 1A of Part 4 of the *Planning and Environment Act 1987*.

When does a permit begin?

A permit operates:

1. from the date specified in the permit; or
2. if no date is specified, from
 - the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - the date on which it was issued, in any other case.

When does a permit expire?

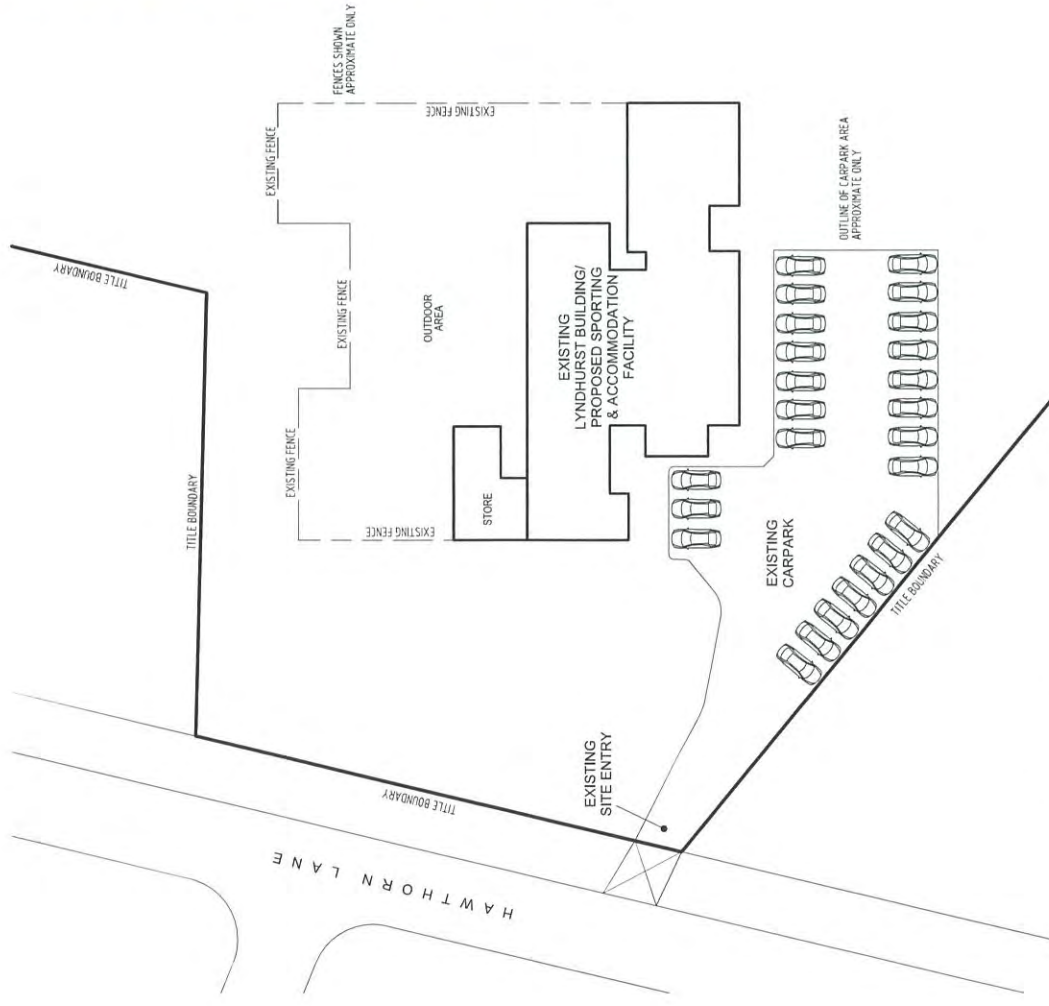
1. A permit for the **development** of land expires if:
 - the development or any stage of it does not start within the time specified in the permit, or
 - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the **use** of land expires if:
 - the use does not start within the time specified in the permit, or if no time is specified, within two (2) years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the **development and use** of land expires if:
 - the development or any stage of it does not start within the time specified in the permit, or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion date of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision:
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

What about reviews?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.



AERIAL PHOTO
SCALE 1:2000 @A3



SITE PLAN
SCALE 1:500 @A3



Alpine Shire

Digitally signed by Nick Vlahandreas
DN: cn=Nick Vlahandreas, o=Alpine Shire Council, ou=Development, email=nickv@alpineshire.vic.gov.au, c=AU
Reason: Endorsed under Planning Permit 5.2015.137
Date: 2015.11.04 16:59:47 +11'00'

Scale	as shown@A3	Project Ref	15/P113
Date	10/15	DWG no.	A-02
Drawn	SN	Sheet	2 of 4
Revision	-	Plot Date	3/11/15
Issue		Issue	PLANNING

Project
SITE PLAN
PROPOSED SPORTING & ACCOMMODATION FACILITY
JAMES HERSCHHELL
LOT 2 PS344761
HAWTHORN LANE BRIGHT VIC 3741

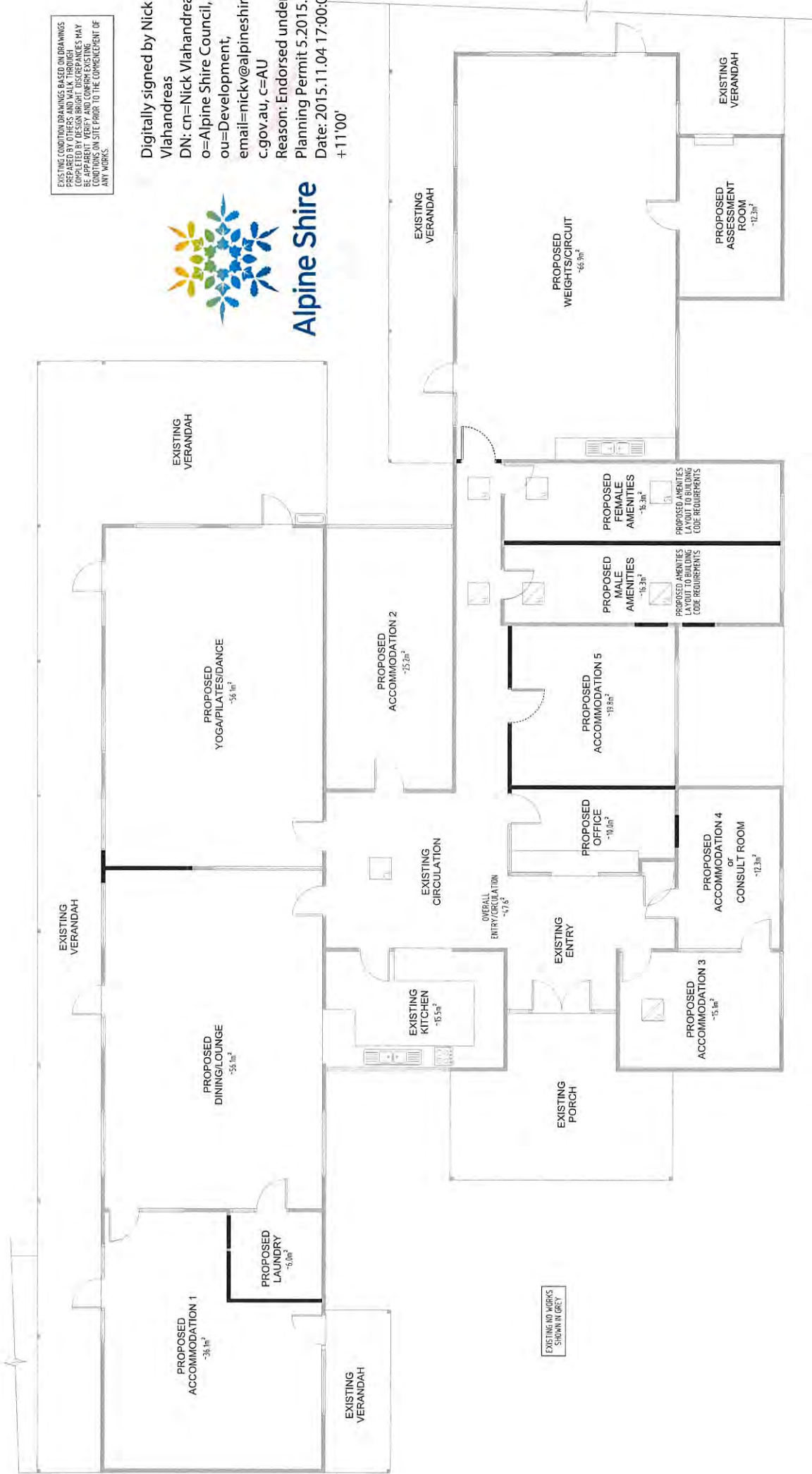
Rev No. | Date | Details

EXISTING CONDITION DRAWINGS BASED ON DRAWINGS PREPARED BY OTHERS AND WALK THROUGH COMPLETED BY DESIGN BRIGHT. DISCREPANCIES MAY BE APPARENT. VERIFY AND CORRECT EXISTING CONDITIONS ON SITE PRIOR TO THE COMMENCEMENT OF ANY WORKS.

Digitally signed by Nick Vlahandreass
 DN: cn=Nick Vlahandreass,
 o=Alpine Shire Council,
 ou=Development,
 email=nickv@alpineshire.vic.gov.au, c=AU
 Reason: Endorsed under
 Planning Permit 5.2015.137
 Date: 2015.11.04 17:00:02
 +11'00'



Alpine Shire







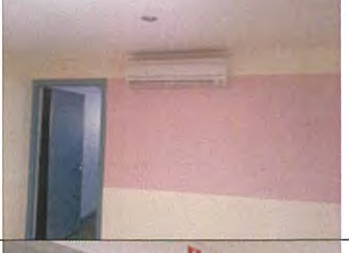


EXISTING NO WORKS SHOWN IN GREY



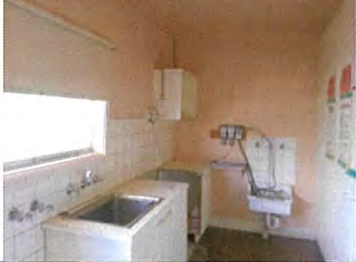












Scale	1:100@A3	Project Ref	15/P113
Date	10/15	DWG no.	A-04
Drawn	SN	Sheet	4 of 4
Revision	-	Plot Date	3/11/15
Issue	PLANNING		

Project
PROPOSED FLOOR PLAN
 PROPOSED SPORTING & ACCOMMODATION FACILITY
 JAMES HERSCHELL
 LOT 2 PS344761
 HAWTHORN LANE BRIGHT VIC 3741



Meeting Room 1 – off reception area	Sink, hand towel dispenser, hand soap dispenser	
Meeting Room 1 – off reception area	Split system air conditioner	
Meeting Room 1 – off reception area	Ceiling fan	
Reception Area	Fire hose reel	
Reception Area	Split system air conditioner	
Reception Area	Fire hydrant	
Kitchen	Free standing oven and cooktop; Dishwasher & Dual sink	

Kitchen	Dual sink #2	
Large Room off reception area	Ceiling fan & Split system air conditioner	
Bathroom off large room	Two sinks and hand wash dispensers	
Bathroom off large room	Two toilets	
Bathroom off large room	Sink & Hand towel dispenser	
Medium room	Split system air conditioner	

Meeting room #2	Split system air conditioner	
Disabled Bathroom	Sink, hand towel dispenser and hand soap dispenser	
Disabled Bathroom	Toilet	
Bathroom #2	Hand dryer	
Bathroom #2	Three toilets	
Bathroom #2	Large sink, three hand soap dispensers and hand towel dispenser	
Main/large room	Two ceiling fans	

Main/large room	Split system air conditioner #1	
Main/large room	Sink and hand soap dispenser	
Main/large room	Split system air conditioner #2	
External	Ceiling fan, very poor condtion	
External	Drink fountains and large sink	
External	Split system unit	

External	Split system unit	
External	Window blind	
External	Hot water unit	
External	Split system unit	



Rates and valuation notice

Tax invoice issued on 24 July 2017
ABN 14 821 390 281

Enquiries?

(03) 5755 0555

info@alpineshire.vic.gov.au
www.alpineshire.vic.gov.au



034-3741 (3562)

ALPINE FITNESS CENTRE AND SPORTS CAMPS
JAMES AND KRISTY HERSCHELL
2 ORCHARD COURT
BRIGHT VIC 3741



Property Number
9089

Outstanding Balance		This Instalment		Total Due
\$0.67	+	\$410.85	=	\$411.52
				Due 30 September 2017

Your account

Charges from 1 July 2017 to 30 June 2018

Waste Charge - 80L weekly		\$217.71
Waste Management Charge		\$98.20
Waste Charge - 240L weekly		\$482.70
Recycle Charge - 360L fortnightly		\$178.68
Commercial Fire Services Fixed Charge		\$216.00
Commercial Fire Services Levy Variable	0.000999	\$438.56
Pension Rebate		\$0.00
Balance		\$1,631.85

Your property

Address: 18 HAWTHORN LANE BRIGHT VIC 3741

Capital Improved Value:	\$439,000
Site Value:	\$50,000
Net Annual Value:	\$21,950
Valuation at:	1 January 2016
Valuation effective from:	1 July 2017
Description:	LOT 2 PRT Y PS 344761

Instalment 1		Instalment 2		Instalment 3		Instalment 4		Balance
\$411.52	+	\$407.00	+	\$407.00	+	\$407.00	=	\$1,632.52
30/09/2017		30/11/2017		28/02/2018		31/05/2018		

How to pay



Bill code: 10397
Ref: 90890

Telephone & Internet Banking - BPAY*

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

*Registered to BPAY Pty Ltd ABN 69 079 137 518



Bill code: 10397
Ref: 90890

BPOINT
Bill Payment

PHONE 1300 276 468

© Registered to
Commonwealth Bank of Australia
ABN 48 123 123 124



Payment by the internet:

Pay over the internet at
Visit www.alpineshire.vic.gov.au/paymyrates

Payment can be made by Visa or Mastercard.



Post Billpay Pay in person at any Post Office with eftpos, cash or cheque (no credit card sorry)



Council office: Pay with eftpos, Visa, MasterCard, cash or cheque at any branch of the Alpine Shire



Mail: Detach and return this section with a cheque to:
PO Box 139 Bright VIC 3741



*494 245340377 90893

Property number: 9089

NORTH EAST WATER

PO Box 863
WODONGA Vic 3689
Local Call 1300 361 633

WATER INFORMATION STATEMENT

Consumer No.: 1216313011
Certificate No.: 142269
Date Issued: 12/09/2017
Your reference: 25968283-020-1

MCSWINEY GREEN & ROMAN
LANDATA
DELWP ACCOUNTS PAYABLE
LOCKED BAG 32017
COLLINS STREET EAST (PRIVATE BOXES) VIC 8003

Property location : SES HEADQUARTERS, 12 CHURCHILL AVENUE, BRIGHT VIC 3741
Title details: L2 PS344761
Owner (as per our records): ALPINE SHIRE
Purchaser: J HERSHELL

STATEMENT OF CHARGES to 12/09/2017

Previously Invoiced to 29/08/2017	\$0.00
Charges for the period 30/08/2017 to 12/09/2017	
Water Usage Bright 1 kls @ 220.28 c/kl	\$2.20
Water Service Charge 20mm Bright 14 days @ 60.97c x 1	\$8.54
Sewerage Service Charge Bright 14 days @ 76.81c x 1	\$10.75

TOTAL DUE \$21.49

METER READING DETAILS

(Estimated reading* – If an accurate reading is required please apply for a Special meter reading)

*based on the previous year(s) reads for the corresponding period to the settlement date supplied

Meter No	Previous Reading	Current Reading	Consumption
01B310793	29 August 2017 0262	12 September 2017 0263	1 kL

ENCUMBRANCE DETAILS

SES HEADQUARTERS, 12 CHURCHILL AVENUE, BRIGHT VIC 3741

Please note that any items of interest affecting the property are listed below
(No comments indicates no known encumbrances).

1. A water main and/or a sewer main traverses the property. Consent is required for any structure or filling within one metre of a North East Water asset.
2. A sewer access point is on the property. No structure or filling is permitted within one metre of a North East Water access point.
3. At the time of assessment, no backflow and/or trade waste device is required at this property. The requirement for a backflow and/or trade waste will need to be assessed by North East Water if the usage of this site changes in the future. Please call North East Water on 1300 361 622 for further information.
4. Assessed by: - TT

This statement has been prepared in accordance with Sec 158 Water Act 1989, and includes all amounts outstanding, and all known applicable encumbrances, orders etc on the property.

I certify that the information given in this certificate is true and correct as at the date shown.



Debbie MacKinlay
Manager Customer Service

Please contact North East Water, prior to settlement, for an update on charges.

The corresponding BPAY reference numbers for this property are listed below:



Bill Code: 3004
BPAY Ref. No: 12163130111



Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK

Your Reference: 170878
Certificate No: 16595528
Issue Date: 10 AUG 2017
Enquiries: ESYSPROD

Land Address: 12 CHURCHILL BRIGHT VIC 3741

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
	2	344761	10279	406	\$0	\$0.00

Vendor: ALPINE COUNCIL
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
	2017	\$0.00	\$0.00	\$0.00

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
----------------	------	------------------	------------------	-------

Comments:

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to: www.sro.vic.gov.au/certificates

TAXABLE VALUE:	\$0
----------------	-----

AMOUNT PAYABLE:	\$0.00
-----------------	--------

Paul Broderick
Commissioner of State Revenue

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 16595528

Land ID:

Amount Payable: \$0.00

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

<0000000000<0000000000>016595528000<016595528000>424<424>

Notes to certificates under Section 105 of the *Land Tax Act 2005*

Certificate No: 16595528

- Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
- If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - the vendor, or
 - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A
TAXABLE VALUE OF \$0

Land Tax = \$0.00

Calculated as \$0 plus (\$0 - \$0) multiplied by 0.000 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001



CERTIFICATE

Pursuant to Section 50 of the *Heritage Act 1995*

**McSwiney Green & Roman C/- InfoTrack
135 King St
SYDNEY 2000**

CERTIFICATE NO:
25968283

PROPERTY ADDRESS:
**12 CHURCHILL Avenue
BRIGHT**

PARCEL DESCRIPTION:
Lot 2 PS344761E

1. There is no current application for inclusion of the place or object in the Heritage Register.
2. The place or object is not being considered for inclusion in the Heritage Register.
3. The place or object is not included in the Heritage Register.
4. The place or object is not included in the Heritage Inventory as an archaeological site or relic.
5. There is not an Interim Protection Order in force in respect of the place or object.
6. There is not a Repair Order for the carrying out of works in force in respect of the place.
7. There is not an Order of the Supreme Court in force to remedy or restrain a breach of the *Heritage Act 1995* in respect of a place or object.
8. The place is not in a World Heritage Environs Area.

Authorised Person

DATED: 14/08/2017

Note: This Certificate is valid at the date of issue.



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

McSwiney Green & Roman C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4675

NO PROPOSALS. As at the 14th August 2017, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

12 CHURCHILL Avenue, BRIGHT 3741
ALPINE SHIRE

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 14th August 2017

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 25968283 - 25968283110608 '4675'

Extract of EPA Priority Site Register

Page 1 of 1



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: CHURCHILL AVENUE
SUBURB: BRIGHT
MUNICIPALITY: ALPINE SHIRE
MAP REFERENCE: Vicroads Eighth Edition, State Directory, Map 49 Reference H5
DATE OF SEARCH: 14th August 2017

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map reference, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which EPA has requirements for active management of land and groundwater contamination. Appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a:

Clean Up Notice pursuant to section 62A, or a
Pollution Abatement Notice pursuant to section 31A or 31B
of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register & Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842

[Extract of Priority Sites Register] # 25968939 - 25968939113143
'25968283-031-7'



Alpine Shire

Form 2

Building Act 1993 Building Regulations 2006 Regulation 313

BUILDING PERMIT No.BS-U 1117.6.2015.338.1

Owner/Agent of Owner: L S VAN HEEK
Address: 1648 BUFFALO RIVER ROAD BUFFALO RIVER VIC 3737

Ownership details:
Owner: ALPINE SHIRE
Address: PO BOX 139 BRIGHT VIC 3741

Property details:
Property Address: 12 CHURCHILL AVENUE BRIGHT 3741
Property Description: LOT: 2 PRT: Y SEC: H PS: 344761

Builder:
Name: L S VAN HEEK
Address: 1648 BUFFALO RIVER ROAD BUFFALO RIVER VIC 3737

Details of domestic building work insurance:
The issuer or provider of the required insurance policy is: NA/
Details of relevant planning permit: 5.2015.137 Dated: 04/11/2015

Nature of building work:
Nature of work: CHANGE OF USE – SPORTS FACILITY
Stage of building work permitted: COMPLETION
Cost of building work: \$110,000.00
Total floor area of new building work: 0 m2 BCA Classification: 9B

Inspection requirements:
The mandatory notification stages: FRAME
FINAL

AN OCCUPANCY PERMIT is required prior to the occupation or use of this building.

BOOKING INSPECTIONS

It would be appreciated if 24 hours notice could be given when booking inspections. Please quote your building permit number when booking the inspection to ensure we have all necessary documentation on hand when attending the site.

Commencement and completion:
This building work must commence by: 24/12/2016
This building work must be completed by: 24/12/2017

Details of building practitioners:

(a) to be engaged in the building work

Name: L S VAN HEEK Category/Class: CB-L Registration No. 40657

(b) who were engaged to prepare documents forming part of the application for this permit²

Name: BRIGHT DESIGN Category/Class: DP-AD Registration No.33713

Municipal Building Surveyor:

D. Bruce Howie Registration Number: **BS-U 1117**

Alpine Shire Council, PO Box 139, Bright Vic. 3741

Permit Number: BS-U 1117.6.2015.338.1

Date of issue of permit: 24/12/2015

Signature of relevant Building Surveyor:

Building Permit Conditions 6.2015.338.1

Building Site Signs:

- Appropriate signage must be displayed at the front of the property visible to the public advising: Builders Name, Reg. Number, contact details, building permit number and date of issue.
- Provide a copy of roof truss computations and layout plan prior to frame inspection.
- Prior to final inspection, submit written verification that all requirements of the house energy rating report have been complied with.
- This building permit is not evidence that the design complies with any restrictive covenant or other encumbrance burdening the subject land. It is the owner(s) responsibility to ensure compliance with any encumbrance.
- The person in charge of carrying out the building work must ensure that the building work does not encroach over the title boundaries of the subject allotment.
- It is the owner(s) and/or agent's responsibility to ensure all Council Local Laws and regulations have been complied with.
- All building work shall be carried out in accordance with the requirements of the *Building Act 1993* as amended and the *Building Regulations 2006* in accordance with any notations and amendments shown on the approved plans and specifications
- Council would appreciate a minimum of 24hrs notice for any mandatory inspections as nominated on the building permit.
- No alterations are to be made to the approved plans without prior approval from the Relevant Building Surveyor.
- All stormwater is to be connected and disposed of in accordance with the approved plans or the recommendations of the Relevant Reporting Authority.
- Protection against termite infestation to be provided in accordance with AS 3660.1 and installation certificates, part A & B submitted. A durable notice to be installed within the meter box.
- If a planning permit has been issued for the subject building work, all relevant planning permit conditions must be complied with.

Signature of relevant Building Surveyor:

D. Bruce Howie Registration Number: **BS-U 1117**

Alpine Shire Council, PO Box 139, Bright Vic. 3741

Date of issue of permit: 24/12/2015

BUILDING ACT 1993
BUILDING REGULATIONS 2006
Regulation 1005
OCCUPANCY PERMIT
Form 6
NO: 6.2015.338.1



Owner: ALPINE SHIRE
PO BOX 139
BRIGHT VIC 3741

Builder: L S VAN HECK
1648 BUFFALO RIVER ROAD
BUFFALO RIVER VIC 3737

Property details: 12 CHURCHILL AVENUE BRIGHT 3741
LOT: 2 PRT: Y SEC: H PS: 344761

Municipal District: Alpine Shire Council

Building Details:
Description of Works: CHANGE OF USE - SPORTS FACILITY
Permitted use: CHANGE OF USE – SPORTS FACILITY
BCA Class: 9B
Allowable live load: 3KpA
No of people deemed accommodated: 116

Conditions of Occupancy Permit: ESSENTIAL SAFETY MEASURES ARE TO BE MAINTAINED TO THEIR DESIGNED STANDARD AT THE NOMINATED INTERVALS.

Suitability for Occupation:

The building or part of a building to which this certificate applies is suitable for occupation.

Inspections:

Type:	Date:
FRAME	28/01/2016
FINAL	10/06/2016

Relevant Building Surveyor: D. Bruce Howie

Registration No: BS-U 1117

Signature:  **Date of Issue:** 14/06/2016

NOTES

In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. In the case where this permit is issued in relation to a place of public entertainment it is evidence that the place to which it applies is suitable for occupation for the purpose of the public entertainment for which it is issued. This occupancy permit is not evidence of compliance with the *Building Act 1993* or the *Building Regulations 2006*.

For class 9 buildings the owner must ensure that this permit is displayed in the approved location.

Regulation 1209 (not applicable to Class 1a or 10 buildings) of the building Regulations 1994 provides that an owner of a building who is required under an occupancy permit or regulation to maintain an essential service must-

- (a) maintain records of maintenance checks; and
- (b) complete an essential services report in accordance with regulation 1210 before each anniversary of the date of occupancy permit or determination under regulation 1204; and
- (c) keep all essential service reports and records of maintenance checks on the premises for inspection by the municipal building surveyor or chief officer at any time on request.

PENALTY: 5 penalty units

COUNCIL POLICY**HEALTH AND SAFETY**

DOCUMENT UNCONTROLLED WHEN PRINTED

DOCUMENT CONTROL

Policy Number: 052		Status:
Approved/adopted by:	Date approved/adopted:	Next review date: April 2019
Directorate: Corporate	Department: Corporate	Contact officer: Health, Safety and Risk Officer

CONTENTS

1. TITLE	3
2. PURPOSE	3
3. SCOPE	3
4. OBJECTIVE	3
5. POLICY DETAILS	3
6. RESPONSIBILITIES	5
7. SUPPORTING DOCUMENTS	6
8. HUMAN RIGHTS CHARTER	6
9. IMPLEMENTATION MONITORING AND REVIEW	6
10. NON-COMPLIANCE, BREACHES AND SANCTIONS	7
11. DEFINITIONS AND ABBREVIATIONS	7
12. APPROVAL	8

REVISION RECORD

Date:	Version:	Revision description:
26/10/2004	1.00	Adopted Version 1.00
01/04/2008	1.01	Amendments to Version 1.00
23/11/2009	2.00	Adopted Version 2.00
07/05/2014	2.01	Draft Amendments to Version 2.00 NOT circulated or proceeded with.
29/10/2014	2.02	Draft Amendments to Version 2.00 circulated to OHS Committee and Executive for discussion
13/11/2014	2.03	Draft Amendments to Version 2.02 for discussion
08/04/2015	3.00	Approved Version 3.00
24/10/2017	3.01	Draft Amendments to Version 3.00 for Health and Safety Committee Consideration
17/11/2017	3.02	Draft Amendments to Version 3.01 for Management Consideration
	4.00	Version 4.00 for Council Adoption

1. TITLE

Alpine Shire Council Health and Safety Policy

2. PURPOSE

This policy establishes Alpine Shire Council's (Council's) commitment, so far as is reasonably practical, to:

- ensuring the health, safety and wellbeing of all its employees, volunteers and contractors while they are performing their duties and conducting business on Council's behalf;
- ensuring that community members and persons other than Council employees are not exposed to risks to their health or safety that may arise from the conduct or undertakings of Council; and
- achieving compliance with the Occupational Health and Safety Act 2004, the Occupational Health and Safety Regulations 2017 and all other legal requirements which affect the health, safety and wellbeing of its employees, volunteers, contractors and members of the public.

3. SCOPE

This policy applies to all Council employees, volunteers and third party contractors performing or undertaking work for or on behalf of Council.

4. OBJECTIVES

The objectives of this policy are to:

- create a culture within the organisation that embraces health and safety;
- equip the organisation with the skills and tools to identify, assess and mitigate health and safety risks to an acceptable level; and
- improve compliance with health and safety legislative requirements.

5. POLICY DETAILS

5.1 Council's Vision and Goal for Safety

Council's vision for safety is: **Safety for All**

Council's goal for safety is: **NO Injuries: NO Incidents**

5.2 Health and Safety Culture

Council is committed to developing a culture:

- that embeds effective health and safety management in all its services, activities, and projects; and
- where health and safety is proactively managed and where issues are reported and managed transparently.

In this culture, blame is not attributed to genuine error, however is identified and used as an opportunity to strengthen controls and training.

To achieve this, it is necessary for the organisation to be open to identifying and discussing health and safety matters, as well as understanding the potential consequences of ineffective health and safety management.

5.3 Health and Safety Management System

A health and safety management system must be developed and implemented.

The health and safety management system must:

- be consistent with the occupational health and safety management systems standards AS/NZS 4801:2001 and ASNZS 4804:2001;
- clearly assign responsibilities and accountability for health and safety outcomes;
- provide for the identification and monitoring of hazards and the collection and analysis of data to assist in creating a safer working environment;
- ensure consultation with employees as part of any change that affects their health, safety and wellbeing; and
- provide a continuing mechanism for health and safety monitoring and evaluation.

The key elements of the health and safety management system will include:

Policy

- Health and safety policy.
- Documented procedures including safe operating procedures; safe work method statements and job safety analysis.

Planning

- Allocation of responsibility and accountability for health and safety outcomes.

Implementation

- Reporting and investigation of incidents.
- Workplace inspections.
- Health monitoring and first aid.
- Emergency management and response procedures.
- Mandatory and targeted training.
- Employee consultative arrangements.
- Employee health and safety representatives and the Health and Safety Committee.

Measurement and Evaluation

- Audits.
- Reviews.
- Registers, data and records.

Management Review

- Evaluation of Council Plan health and safety performance indicators.
- Development of new and review of existing policies and procedures for continuous improvement.

5.4 Monitoring and Reporting

Health and safety management must be monitored and reported at least every six months to:

- the Alpine Management Team;
- The Health and Safety Committee;
- the Audit Committee; and
- Council.

5.5 Training and Awareness

The value of training in and awareness of health and safety is recognised and relevant managers, supervisors; health and safety representatives and employees will be afforded the opportunity to undertake training in a range of health and safety topics. Training will be scheduled through the Human Resource Officer.

In addition to formal training, the Health, Safety and Risk Officer provides advice to Council officers on health and safety matters including the identification and assessment of hazards, the development, implementation and monitoring of control measures and procedures.

6. RESPONSIBILITIES

POSITION	RESPONSIBILITIES
Councillors CEO	<ul style="list-style-type: none"> • Act in accordance with the duties of employers as required by the OHS Act. • Ensure own safety. • Comply with all relevant health and safety legislation, policies, guidelines and procedures.
CEO Directors Managers Coordinators Team Leaders Supervisors	<ul style="list-style-type: none"> • Act in a manner that is safe and without risk to health and safety of self and others in accordance with OHS Act. • Follow organisational health and safety policies, guidelines and procedures. • Induct new employees in health and safety policies, guidelines and procedures and their obligations. • Provide adequate supervision and training for employees, volunteers and contractors. • Provide support to DWG representatives and the HSC. • Embed health and safety obligations within all business processes and systems. • Identify, investigate and monitor hazards, risks, incidents and injuries.
Employees Volunteers Contractors	<ul style="list-style-type: none"> • Act in a manner that is safe and without risk to health and safety of self and others in accordance with OHS Act. • Follow organisational health and safety policies, guidelines and procedures. • Participate in training. • Use appropriate personal protective clothing and equipment. • Immediately take appropriate action to remove or control

POSITION	RESPONSIBILITIES
	any hazard observed. <ul style="list-style-type: none"> • Report immediately any injury, near-miss or hazard encountered or observed.
HSR's HSC	<ul style="list-style-type: none"> • Represent members of DWG's concerning health and safety. • Bring issues to the attention of the employer. • Exercise powers established under OHS Act and Regulations.

7. SUPPORTING DOCUMENTS

This policy should be read in conjunction with all other relevant policies, guidelines and procedures, as well as relevant legislative requirements.

Related Legislation

- *Occupational Health and Safety Act 2004*
- *Occupational Health and Safety Regulations 2017*

Standards

- AS/NZS 4801:2001 Occupational Health and Safety Management Systems
- AS/NZS 4804:2001 Occupational Health and Safety Management Systems – General guidelines on principles, systems and supporting techniques

8. HUMAN RIGHTS CHARTER

This organisational policy has been considered in relation to the *Victorian Charter of Human Rights and Responsibilities Act 2006* and it has been determined that it does not contravene the Charter.

9. IMPLEMENTATION MONITORING AND REVIEW

This policy will be reviewed every two years from the date it is approved. The responsible officer will consult with the employer, Alpine Management Team, Health and Safety Committee and other employees as appropriate to ensure that this policy is achieving its purpose.

The following positions are responsible for developing, implementing, complying with, monitoring, reviewing and providing advice on this policy and any supporting procedural guidelines and organisational and operating procedures:

Implementation	<ul style="list-style-type: none"> • Employer • AMT • Supervisors
Compliance	<ul style="list-style-type: none"> • Employer • AMT • All employees
Development/Review	<ul style="list-style-type: none"> • Health, Safety and Risk Officer
Interpretation/Advice	<ul style="list-style-type: none"> • Health, Safety and Risk Officer

10. NON-COMPLIANCE, BREACHES AND SANCTIONS

Failure to comply with this policy, supporting procedural guidelines or organisational and operational procedures will be subject to investigation which may lead to disciplinary action or termination.

Failure to comply with section 21 of the *Occupational Health and Safety Act 2004* which requires Council, so far as is reasonably practicable, to provide and maintain for its employees a working environment that is safe and without risks to health, is an indictable offence.

11. DEFINITIONS AND ABBREVIATIONS

Definitions of terms used in the organisational policy and explanations of any abbreviations and acronyms.

TERM	MEANING
AMT	Alpine management team comprising the CEO, directors and managers of Council
ASC	Alpine Shire Council
CEO	Chief Executive Officer of Council
Council	Alpine Shire Council
DWG	Designated work group
Employee	A person employed by the employer. Also includes an independent contractor engaged by Council (the employer) and any employees of the independent contractor.
Employer	Person who employs one or more other persons under contracts of employment or contracts of training.
Hazard	A source or a situation with a potential for harm in terms of human injury or ill-health, damage to property, damage to the environment, or a combination of these.
HSC	Health and Safety Committee
HSR's	Health and safety representatives
Incident	Any unplanned event resulting in, or having a potential for injury, ill-health, damage or other loss.
Near-miss	An unplanned event that had the potential to cause injury, ill-health, damage, harm or other loss but didn't due to a fortunate and timely break or intervention in the chain of events.
OHS Act	<i>Occupational Health and Safety Act 2004</i>
Organisation	Council

TERM	MEANING
Risk	In relation to any potential injury or harm: the likelihood and consequence of that injury or harm occurring.
Supervisor	Person who supervises others work. Includes, CEO, Directors, Managers, Coordinators, Team Leaders, and Supervisors.
Volunteer	A person who is acting on a voluntary basis for or on behalf of the employer.

12. APPROVAL

THE COMMON SEAL OF THE
ALPINE SHIRE COUNCIL was
hereunto affixed this _____ day
of _____ 2017 in the
presence of:

COUNCILLOR

COUNCILLOR

CHIEF EXECUTIVE OFFICER

RECORD OF ASSEMBLY OF COUNCILORS

Meeting Title: Briefing Session
Date: 14 November 2017
Location: Committee Room, Bright Office
Start Time: 4.00pm
Chairperson: Charlie Bird

Councillor and staff attendees:

Name	Position	Name	Position
Cr Ron Janas	Councillor	Charlie Bird	CEO
Cr Tony Keeble	Councillor	Will Jeremy	DA
Cr Sarah Nicholas	Councillor	Nathalie Cooke	DC
Cr John Forsyth	Councillor		
Cr Daryl Pearce	Councillor		
Cr Kitty Knappstein	Councillor		

Councillor and staff apologies:

Name	Position
Cr Peter Roper	Councillor

1. Conflict of interest disclosures**2. Record of Councillors that have disclosed a conflict of interest leaving the assembly****3. Matters considered**

- Councillor only time
- Preliminaries
- Dinner Plain snow clearing
- Geological Survey Victoria – 2018 seismic survey campaign
- Wasp scope update
- Ordinary Council meeting agenda review

RECORD OF ASSEMBLY OF COUNCILORS

Meeting Title: Briefing Session
Date: 21 November 2017
Location: Committee Room, Bright Office
Start Time: 4.00pm
Chairperson: Cr Ron Janas, Mayor

Councillor and staff attendees:

Name	Position	Name	Position
Cr Ron Janas	Mayor	Charlie Bird	CEO
Cr Sarah Nicholas	Deputy Mayor Councillor	Will Jeremy	DA
Cr John Forsyth	Councillor	Nathalie Cooke	DC
Cr Tony Keeble	Councillor		
Cr Kitty Knappstein	Councillor		
Cr Daryl Pearce	Councillor		

Councillor and staff apologies:

Name	Position
Cr Peter Roper	Councillor

1. Conflict of interest disclosures

Nil

2. Record of Councillors that have disclosed a conflict of interest leaving the assembly

Nil

3. Matters considered

- Councillor only time
- Preliminaries
- Dinner Plain management and special rate discussion
- Dinner Plain bus
- Dinner Plain Village Green
- Asset Management system implementation
- NBN Heads of Agreement
- Pavement renewal contract
- Road reseals tender
- Mount Beauty Tennis Club