

<b>9.9</b>	<b>CAR PARKING LICENCE FOR MINISTER FOR EDUCATION (SCHOOL OF ISOLATED AND DISTANCE EDUCATION)</b>
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- Attachments:**
1. **Original Car Parking Licence**
  2. **Parking Plan - SIDE Licence 20 Bays and Reciprocal Access 12 Bays**

**RECOMMENDATION****That Council:**

1. **APPROVES a Licence to the Minister for Education for the use of the City's car parking bays at Leederville Oval in accordance with the following terms:**

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|------|--|--|
| 1.1. | <b>Initial term:</b>                     | 31 December 2020 to 31 December 2023   |
| 1.2. | <b>Option:</b>                           | 3 x 3-year options by agreement  |
| 1.3. | <b>City's car bays:</b>                  | 20 car bays marked for 'SIDE' at LR3157/914 (Leederville Oval)   |
| 1.4. | <b>Licence Fee:</b>                      | Refer to City's Schedule of Fees and Charges as amended from time to time for the Private Car Park Annual Registration Fee (currently \$200).  |
| 1.5. | <b>City's car bays hours of use</b>      | Between 7:00am and 5:00pm Monday to Friday   |
| 1.6. | <b>Minister's car bays</b>               | In consideration for the use of the City's car bays during the times outlined in 1.5, the Minister will allow 120 car bays on SIDE's land to be used by football club players/members and the general public during the hours specified below. |
| 1.7. | <b>Minister's car bays hours of use:</b> | Between 4pm and 7am Monday to Friday; and at any time on Saturday, Sundays and Public Holidays.  |

2. **NOTES that the remaining general terms and conditions will be similar to the Car Parking Licence between the Minister and the City dated 3 December 2004 (Attachment 1).**

**PURPOSE OF REPORT:**

To consider granting a licence to the Minister for Education (Minister) to use 20 of the City's car parking bays at Leederville Oval.

**BACKGROUND:**

The School of Isolated and Distance Education (SIDE) is located at 164 Oxford Street, Leederville. The property is owned by the Department of Education. Immediately to the west is 246 Vincent Street (Leederville Oval), over which the City has a management order.

For the last 17 years, the City has licensed SIDE to use 20 of its parking bays at Leederville Oval. In return, SIDE has allowed 120 car bays on their land to be used by football club players and members, and the general public, outside of SIDE's business hours.

The previous licence is dated commenced 1 January 2005 and expired 31 December 2008. Three option periods of three years each expired 31 December 2017. Since then, the licence has been expired but the arrangement continued informally through the parking signs that remained on site.

**DETAILS:**

The proposed licence terms are mostly similar to the previous licence at **Attachment 1**. The operative provision is that the City allow use of 20 of its car bays at Leederville Oval in exchange for use of 120 of SIDE's parking bays. The primary change in regard to this is that the previous licence only permitted use of SIDE's bays to the football clubs. SIDE has now agreed to broaden this to the general public.

The proposed licence also include a slight change in hours. Previously SIDE was permitted to use the City's bays from 7:00am-4:30pm, this is now proposed to change to 7:00am-5:00pm to more accurately reflect staff working hours. The bays are identified on **Attachment 2**.

The proposed licence includes a three year initial term with three options to extend for a further three years each, upon agreement. The term is considered appropriate since there are unlikely to be major changes to Leederville Oval or SIDE within the next three years that would increase risk of default of the licence.

The remaining terms of the proposed licence are general and not proposed to change. This includes:

- The City and the Minister must ensure each other's car bays are kept generally clean and unobstructed.
- Repairs and maintenance on the City's land are to be carried out by the City, while repairs and maintenance on the Minister's land will be carried out by the Minister.

**CONSULTATION/ADVERTISING:**

The proposed licence is exempt from the requirements of s3.58 of the *Local Government Act 1995* pursuant to regulation 30(2)(c)(ii) of the *Local Government (Functions and General) Regulations 1996*.

**LEGAL/POLICY:**

- *Local Government Act 1995*; and
- *Local Government (Functions and General) Regulations 1996*.

**RISK MANAGEMENT IMPLICATIONS**

Low: It is low risk for Council to enter into a reciprocal parking arrangement with the Minister for Education.

**STRATEGIC IMPLICATIONS:**

This is in keeping with the City's *Strategic Community Plan 2018-2028*:

Accessible City

*We have better integrated all modes of transport and increased services through the City.*

**SUSTAINABILITY IMPLICATIONS:**

This is in keeping with the following key sustainability outcomes of the *City's Sustainable Environment Strategy 2019-2024*.

Sustainable Transport

While the proposal does not directly encourage the use of sustainable travel initiatives, it does mean more efficient use of existing land designated for parking, and mitigates the need to set aside further land for parking.

**PUBLIC HEALTH IMPLICATIONS:**

This does not contribute to any public health outcomes in the *City's Public Health Plan 2020-2025*. While providing reciprocal parking arrangements helps to reduce land required for parking, providing this easier access to parking may have an indirect negative impact of encouraging car travel.

**FINANCIAL/BUDGET IMPLICATIONS:**

A \$200 annual fee will be paid by SIDE to help offset the cost of City Rangers patrolling and enforcing parking requirements on SIDE's land. The remaining cost can be met by the City's existing operating budget.

Dated

*27 May*

2004

PARTIES

**TOWN OF VINCENT**  
(Town)

**MINISTER FOR EDUCATION**  
(Minister)

**STATE SOLICITOR'S OFFICE**  
**COMMERCIAL**  
**PERTH**

**TELEPHONE: (08) 9264 1176**  
**SSO: 3315-04 MC1**

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**SCHEDULE**

Item 1	<p><b>Town</b></p> <p><b>TOWN OF VINCENT</b> of 244 Vincent Street Leederville Western Australia</p>
Item 2	<p><b>Minister</b></p> <p><b>MINISTER FOR Education</b> being a body corporate pursuant to the provisions of the School Education Act 1999 of 151 Royal Street, East Perth, Western Australia</p>
Item 3	<p><b>Town's Parking Bays</b></p> <p>20 bays</p>
Item 4	<p><b>Minister's Parking Bays</b></p> <p>120 bays but not including the bus parking bay, the loading bay and 5 other bays of which the Minister will advise the Town</p>
Item 5	<p><b>Term</b></p> <p>The period of Three (3) years from the Commencement Date to the Expiry Date.</p> <p><b>Commencement Date:</b> 1st JANUARY 2005</p> <p><b>Expiry Date:</b> 31st DECEMBER 2008</p>
Item 6	<p><b>Option to Extend this Licence</b></p> <p>(1) <b>First Option Period:</b></p> <p>The period of Three (3) years commencing on the third anniversary of the Commencement Date.</p> <p>(2) <b>Second Option Period:</b></p> <p>The period of Three (3) years commencing on the sixth anniversary of the Commencement Date.</p> <p>(3) <b>Third Option Period</b></p> <p>The period of Three (3) years commencing on the third anniversary of the commencement</p>

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CAR PARKING LICENCE made

3<sup>rd</sup> December 2004

**BETWEEN:** The party or parties named in Item 1 of the Schedule.  
("Town")

**AND:** The party named in Item 2 of the Schedule.  
("Minister")

## AGREEMENT

### 1. Definitions and Interpretation

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#### 1.1 Definitions

In this Licence :

- (1) "Authority" includes any governmental or public authority of any kind;
- (2) "Car" means any motor car or other vehicle weighing less than 2 tonnes;
- (3) "Commencement Date" means the commencement date specified in Item 5 of the Schedule;
- (4) "Expiry Date" means the expiry date specified in Item 5 of the Schedule;
- (5) "Insolvency Event" means the happening of any of the following events in relation to a party:
  - (a) the party is unable to pay all the party's debts as and when they become due and payable or the party has failed to comply with a statutory demand as provided in section 459F of the Corporations Act, or the party is deemed to be unable to pay the party's debts under section 585 of the Corporations Act;
  - (b) a meeting is convened to place the party in voluntary liquidation or to appoint an administrator;
  - (c) an application is made to a court for the party to be wound up;
  - (d) the appointment of a controller (as defined in section 9 of the Corporations Act) of any of the party's assets;
  - (e) the party proposes to enter into or enters into any form of arrangement (formal or informal) with the party's creditors or any of them, including a deed of company arrangement;
  - (f) the party becomes an insolvent under administration, as defined in section 9 of the Corporations Act; or

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anything else or having a similar effect to the events described happens to a party, including a party who is a natural person.

- (6) **"Minister's Parking Bays"** means the number of car parking bays referred to in Item 4 of the Schedule as designated from time to time by the Minister;
- (7) **"Town"** includes the Town's successors and assigns;
- (8) **"Town's Parking Bays"** means the number of car parking bays referred to in Item 3 of the Schedule as designated from time to time by the Town;
- (9) **"Requirement"** means any requirement, notice, order or direction properly given by any Authority;
- (10) **"Schedule"** means the schedule at the beginning of this Licence;
- (11) **"Minister"** includes the Minister's successors and permitted assigns;
- (12) **"Minister's Employees"** means each of the Minister's employees, contractors and agents and those persons over whom the Minister exercises control in relation to the Car Bays;
- (13) **"Minister's Land"** means Reserve 2618;
- (14) **"Term"** means the term of this Licence stated in Item 4 of the Schedule;
- (15) **"Town's Authorised Times of Use"** means the times set out in clause 2.4;
- (16) **"Town's Employees"** means each of the Town's employees, contractors and agents and those persons over whom the Town exercises control in relation to the Car Bays;
- (17) **"Town's Land"** means lot 10926 on Deposited Plan 216914 being the whole of the land described in Crown Land Certificate of Title Volume 3049 Folio 447 also known as Leederville Oval; and
- (18) **"Weekdays"** means Monday, Tuesday, Wednesday, Thursday and Friday.

## 1.2 Interpretation

In this Licence:

- (1) a reference to a statute, code or other written law includes State and Federal statutes, codes or other written laws and any regulations and other instruments under them and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the Commencement Date;
- (2) a reference to "law" includes any statute, rule, regulation, proclamation, ordinance or by-law, whether state, federal or otherwise;
- (3) a reference to the termination of this Licence includes the expiry of the Term;



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- (4) a reference to the Minister using the Town's Parking Bays means and includes the use of the Town's Parking Bays by the Minister or any of its employees agents contractors licensees or invitees; and
  - (5) a reference to the Town using the Minister's Parking Bays means and includes the use of the Minister's Parking Bays by the Town or any of its employees agents contractors licensees or invitees including members of the East Perth and Subiaco Football Clubs.

### 1.3 Schedule and Appendices

All the provisions in the Schedule at the front of this Licence are incorporated in and form part of this Licence.

## 2. Licence

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- 2.1 In consideration of the Minister granting the Town a licence to use the Minister's Parking Bays as set out in clause 2.4, the Town grants to the Minister for the Term or until such time as the Minister divests himself or is divested of his rights over or in the Minister's Land (whichever occurs sooner) the exclusive licence to park Cars in the Town's Parking Bays between the hours of 7.00am and 4.30pm on Weekdays during the Term.
- 2.2 The Town also grants to the Minister a non exclusive licence to park Cars in such other parking bays as the Town advises the Minister are available for short term visitor use as long as such other parking bays are not being used by anyone else.
- 2.3 The Town further grants to the Minister for the Term or until such time as the Minister divests himself or is divested of his rights over or in the Minister's Land (whichever occurs sooner) during the times set out in clause 2.1 the non-exclusive licence to use the driveways on the Town's Land and all other means necessary for the Minister to be able to have access to and from the Town's Parking Bays and the parking bays specified in clause 2.2.
- 2.4 In consideration of the Town granting the Minister a licence to use the Town's Parking Bays as set out in clause 2.1, the Minister grants to the Town for the Term or until such time as the Minister divests himself or is divested of his rights over or in the Minister's Land (whichever occurs sooner) the exclusive licence to park Cars in the Minister's Parking Bays:
  - (a) after 4pm on those Weekdays that the Town's Land is being used for approved football training or football games (both during the football season and pre-season);
  - (b) Saturdays and Sundays and Public Holidays during the football season and pre-season; and
  - (c) After 4pm on weekdays and on Saturdays, Sundays and Public Holidays when the Town's land is being used for an approved function and prior approval has been obtained from the Minister or the Minister's representative.

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2.5 The Town will only use of the Minister's Parking Bays when the Town's Land is being used for football training or football games or for approved functions, when prior parking approval has been granted by the Minister or the Minister's representative.

2.6 The Minister further grants to the Town for the Term or until such time as the Minister divests himself or is divested of his rights over or in the Minister's Land (whichever occurs sooner) during the times set out in clause 2.4 the non-exclusive licence to use the driveways on the Minister's Land for the Town to be able to have access to and from the Minister's Parking Bays.

### **3. Extension of Term**

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#### **3.1 First Option Period**

If a period is stated in Item 6(1) of the Schedule ("**First Option Period**") either party has the option to extend this Agreement for the First Option Period, if that party is not in default under this Agreement when the option is exercised. This option may be exercised by that party notifying the other party in writing that the first mentioned party wants to extend this Agreement for that period at least 1 year before the Expiry Date.

#### **3.2 Second Option Period**

If a period is stated in Item 6(2) of the Schedule ("**Second Option Period**") either party has the option to extend this Agreement for the Second Option Period, if that party is not in default under this Agreement as extended when the option is exercised. This option may be exercised by that party notifying the other party in writing that the first mentioned party wants to extend this Agreement for that period at least 1 year before the last day of the First Option Period.

### **4. Lighting**

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#### **4.1 Minister's Car Bays**

The Town will at its own cost and expense within 3 months of the Commencement Date install maintain and operate lighting for the Minister's Parking Bays to a level that complies with normal lighting illumination requirements for a metropolitan parking facility and to the satisfaction of the Minister. The Town will meet all maintenance and lighting costs, subject to the light poles and fittings remaining the property of the Town.

### **5. Town's Obligations**

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5.1 The Town warrants that at the Commencement Date and during the Term the Town's Parking Bays are safe and fit for the use permitted by this Licence.

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- 5.2 During the Term, subject to the other provisions of this Licence, the Town must ensure that the Town's Parking Bays comply with any law or Requirement concerning the Town's Land or the Town's Parking Bays including any law or Requirement relating to the environment.
- 5.3 The Town will ensure that the boom gate at the Oxford Street entrance to the Minister's Parking Bays is lowered before the parking attendants leave at the end of the Town's Authorised Times of Use of the Minister's Parking Bays.
- 5.4 The Town agrees not to use nor allow the football clubs who use the Town's Land to place any rubbish in the rubbish bins located on the Minister's Land.
- 5.5 The Town will remove all rubbish from the Minister's Parking Bays at the end of the Town's Authorised Times of Use of the Minister's Parking Bays.
- 5.6 The Town acknowledges and agrees that the gate providing vehicle access between the Minister's Land and the Town's Land will remain locked until the commencement of the Town's Authorised Times of Use of the Minister's Parking Bays and the Town will be responsible for unlocking that gate at those times and for locking that gate at the end of the Town's Authorised Times of Use of the Minister's Parking Bays.
- 5.7 The Town must advise the Minister when the boom gate at the Oxford Street entrance to the Minister's Parking Bays is required to be opened on any Friday that football games are played on the Town's Land.
- 5.8 The Town will advise the Minister in writing annually prior to the beginning of the football season of the date, day and time of the football games that are to be played on the Town's Land and will advise the Minister of any changes thereto as soon as the Town becomes aware of such changes.
- 5.9 The Town will be responsible for any clean up and repair costs required at the Minister's property that were caused during the Town's use of the property as per clause 2.5.

## **6. Disclaimer and Indemnity**

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### **6.1 Town Not Liable**

The Town is not liable or responsible for any claim:

- (1) against the Minister arising from the exercise of the Town's rights under this Licence;
- (2) against the Minister in connection with the Minister being permitted to park Cars in the Town's Parking Bays under this Licence; or
- (3) by any person for damage to any Car or anything in a Car which is parked in the Town's Parking Bays;

except to the extent that the claim is caused by the Town's default or negligent act or omission.

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## 6.2 Indemnity by Minister

Except to the extent that any or all such damage is caused by any act, omission, neglect or default of the Town:

WEST ONE/SIDE will indemnify the Town and keep the Town indemnified from and against all costs, claims, demands and expenses suffered by the Town arising from any damage caused to any Motor Vehicle or the Building or any injury to or death of any person caused by WEST ONE/SIDE or any person authorised by WEST ONE/SIDE parking any Motor Vehicle in any of the Licensed Bays or using any of the Car Parking Areas to gain access to or egress from any of the Licensed Bays;

The Town shall not be liable for any loss damage or injury that may be sustained at any time in the Car Parking Areas or in any of the accessways giving access to or egress from the Car Parking Areas:

- by any Motor Vehicle owned or used by WEST ONE/SIDE or by any person lawfully authorised by WEST ONE/SIDE to use any of the Licensed Bays;
- resulting from the theft of any property (including any Motor Vehicle) within or from the Car Parking Areas or any of those accessways;
- by WEST ONE/SIDE or any other person lawfully authorised by WEST ONE/SIDE to use any of the Licensed Bays.

## 6.3 Minister Not Liable

The Minister is not liable or responsible for any claim:

- (1) against the Town arising from the exercise of the Minister's rights under this Licence;
- (2) against the Town in connection with the Town being permitted to park Cars in the Minister's Parking Bays under this Licence; or
- (3) by any person for damage to any Car or anything in a Car which is parked in the Minister's Parking Bays;

except to the extent that the claim is caused by the Minister's default or negligent act or omission.

## 6.4 Indemnity by Town

The Town is responsible for and indemnifies the Minister against any liability resulting from:

- (1) any loss of or damage to property or any injury to or death of any person occurring on the Minister's Land or caused by the Town wherever occurring; or
  - (2) any reasonable action taken by the Minister to remedy a default by the Town.
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This indemnity does not apply to the extent that the liability is caused to by the Minister.

## **7. Covenants by Minister**

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### **7.1 Compliance with Laws and Requirements**

The Minister must comply with and observe any law or Requirement concerning the Minister's use of the Town's Parking Bays or the driveways or other means of access on the Town's Land.

### **7.2 Town's Regulations**

The Minister must:

- (1) follow all reasonable instructions given by the Town relating to the use of the Town's Parking Bays and the parking of Cars; and
- (2) comply with any reasonable directions and regulations displayed on the Town's Land in relation to the use of the Town's Parking Bays.

### **7.3 Use of Parking Bays**

The Minister must:

- (1) not cause or permit any rubbish to be left in or near the Town's Parking Bays;
- (2) not grease, oil, wash or repair any Cars in the Town's Parking Bays except mechanical repairs in cases of emergency or where a Car is immobilised through breakdown or mechanical malfunction;
- (3) not write, paint, affix or erect notices, advertisements, signs or other devices in the Town's Parking Bays;
- (4) not bring on to the Town's Parking Bays any inflammable or dangerous substance (except for fuel in the tanks of Cars); or
- (5) not use the Town's Parking Bays or allow the Town's Parking Bays to be used in any noxious or offensive manner or cause or permit any nuisance, annoyance or obstruction to the Town or other users, occupiers or tenants of the Town's Land or of any adjoining or nearby properties.
- (6) obstruct the driveways or other means of access on the Town's Land to the Town's Parking Bays;
- (7) ensure all Cars parked within the Town's Parking Bays:
  - (a) are parked within the defined area of each of the Town's Parking Bays;
  - (b) are kept locked;

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- (c) are not left with the engine running;
  - (d) do not drip oil or any other deleterious substance on the Town's Parking Bays;
  - (e) clearly display any parking permit or sticker issued by the Town to the Minister for the purpose of this Licence.

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## **8. Covenants by Town**

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### **8.1 Compliance with Laws and Requirements**

The Town must comply with and observe any law or Requirement concerning the Town's use of the Minister's Parking Bays or the driveways or other means of access on the Minister's Land.

### **8.2 Minister's Regulations**

The Town must:

- (1) follow all reasonable instructions given by the Minister relating to the use of the Minister's Parking Bays and the parking of Cars; and
- (2) comply with any reasonable directions and regulations displayed on the Minister's Land in relation to the use of the Minister's Parking Bays.

### **8.3 Use of Parking Bays**

The Town must not:

- (1) cause or permit any rubbish to be left in or near the Minister's Parking Bays;
  - (2) grease, oil, wash or repair any Cars in the Minister's Parking Bays except mechanical repairs in cases of emergency or where a Car is immobilised through breakdown or mechanical malfunction;
  - (3) write, paint, affix or erect notices, advertisements, signs or other devices in the Minister's Parking Bays;
  - (4) bring on to the Minister's Parking Bays any inflammable or dangerous substance (except for fuel in the tanks of Cars); or
  - (5) use the Minister's Parking Bays or allow the Minister's Parking Bays to be used in any noxious or offensive manner or cause or permit any nuisance, annoyance or obstruction to the Minister or other users, occupiers or tenants of the Minister's Land or of any adjoining or nearby properties.
  - (6) obstruct the driveways or other means of access on the Minister's Land to the Minister's Parking Bays;
  - (7) ensure all Cars parked within the Minister's Parking Bays
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- (a) are parked within the defined area of each of the Minister's Parking Bays;
  - (b) are kept locked;
  - (c) are not left with the engine running;
  - (d) do not drip oil or any other deleterious substance on the Minister's Parking Bays;
  - (e) clearly display any parking permit or sticker issued by the Minister to the Town for the purpose of this Licence.

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## **9. Repairs**

### **9.1 Repairs by Town**

Subject to first providing the Minister with reasonable prior written notice, the Town shall be entitled to restrict the times during which the Minister may exercise the rights granted by this Licence to the extent reasonably necessary to enable the Town to carry out maintenance or repairs to the Town's Land or the Town's Parking Bays.

### **9.2 Repairs by Minister**

Subject to first providing the Town with reasonable prior written notice, the Minister shall be entitled to restrict the times during which the Town may exercise the rights granted by this Licence to the extent reasonably necessary to enable the Minister to carry out maintenance or repairs to the Minister's Land or the Minister's Parking Bays.

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## **10. Removal of Motor Vehicles**

### **10.1 Removal by Minister**

On termination of this Licence, the Minister must permanently remove all Cars from the Town's Parking Bays.

### **10.2 Removal by Town**

If the Minister fails to comply with clause 11.1, the Town may remove any Cars parked in the Town's Parking Bays at the risk and as the agent of the Minister and may retain them until the Minister pays the costs incurred by the Town in their removal and storage and any other money owing by the Minister to the Town in connection with this Licence.

### **10.3 Removal by Town**

On termination of this Licence, the Town must permanently remove all Cars from the Minister's Parking Bays.

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**10.4 Removal by Minister**

If the Town fails to comply with clause 11.3, the Minister may remove any Cars parked in the Minister's Parking Bays at the risk and as the agent of the Town and may retain them until the Town pays the costs incurred by the Minister in their removal and storage and any other money owing by the Town to the Minister in connection with this Licence.

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**11. General Provisions**

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**11.1 No Assignment**

Neither party will assign transfer sub-licence mortgage charge or otherwise part with the benefit of this Licence without the prior consent of the other party.

**11.2 No Proprietary Interest**

- (1) This Licence does not confer upon the Minister any property estate or interest in the Town's Parking Bays or the Town's Land.
- (2) This Licence does not confer upon the Town any property estate or interest in the Minister's Parking Bays or the Minister's Land.

**11.3 Control of Town's Parking Bays**

The legal possession and control of the Town's Parking Bays remains vested in the Town.

**11.4 Control of Minister's Parking Bays**

The legal possession and control of the Minister's Parking Bays remains vested in the Minister.

**11.5 Waiver**

- (1) The failure of or delay by either party to exercise a power or right does not operate as a waiver of that power or right.
- (2) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (3) A waiver is not effective unless it is in writing.
- (4) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

**11.6 Consent**

Unless otherwise stated, if the consent or approval of either party is required it:

- (1) will not be unreasonably refused or delayed; and
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- (2) is not effective unless it is in writing.

#### 11.7 Governing Law and Jurisdiction

- (1) The law of Western Australia governs this Licence.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of Western Australia and the Federal Court of Australia.

### 12. Default and Termination

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#### 12.1 Minister's Default

The Minister is in default if :

- (1) the Minister fails to comply with any of the Minister's obligations under this Licence within 14 days (or such further time as the Town may in any such case specify) after the Town has given the Minister a notice specifying the default and requiring it to be remedied; or
- (2) an Insolvency Event occurs in relation to the Minister.

#### 12.2 Forfeiture of Licence

- (1) Subject to giving any prior demand or notice required by any law if the Minister is in default in any manner specified in clause 11.1 the Town may by notice to the Minister, terminate this Licence on the date of giving the notice or on any later date.

#### 12.3 Town's Default

The Town is in default if :

- (1) the Town fails to comply with any of the Town's obligations under this Licence within 14 days (or such further time as the Town may in any such case specify) after the Minister has given the Town a notice specifying the default and requiring it to be remedied; or
- (2) an Insolvency Event occurs in relation to the Town.

#### 12.4 Forfeiture of Licence

- (1) Subject to giving any prior demand or notice required by any law if the Town is in default in any manner specified in clause 11.3 the Minister may by notice to the Town, terminate this Licence on the date of giving the notice or on any later date.

### 13. Miscellaneous

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#### 13.1 Notices

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- (1) Any notice by any party under this Licence is valid if signed by any authorised representative or the solicitor of that party.
  - (2) Any notice by the Minister to the Town must be given by being sent to :  

Chief Executive Officer  
Town of Vincent  
Administration and Civic Centre  
244 Vincent Street (corner Loftus)  
Leederville WA 6099

Facsimile number : (08) 9273 6099
  - (3) Any notice by the Town to the Minister must be given by being sent to :  

General Manager  
West One  
1 Prospect Place  
West Perth WA 6005

Facsimile number : (08) 9229 5296
  - (4) All notices sent by post may be addressed to the address stated in this Licence or, if another address is used by the Town or the Minister, to that other address.
  - (5) Any notice sent by:
    - (a) post is taken to be given on the 3rd Business Day after the day it was posted; or
    - (b) facsimile is taken to be given at the time that the notice was transmitted unless the sender's facsimile machine indicates a malfunction in the transmission.

### 13.2 Costs and Expenses arising on Default

A party who is in default must pay to or reimburse the other party on demand the amount of all costs and expenses (including legal costs and expenses) arising as a result of enforcing any right under this Licence including giving a notice under section 81 of the Property Law Act.

### 13.3 Other Costs and Expenses

Unless otherwise stated in this Licence, each party will pay its own costs and expenses (including legal costs and expenses) in connection with this Licence or anything done or to be done under this Licence.

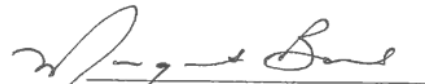
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**13.4 Duties and Fees**

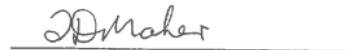
The Minister must pay or reimburse the Town on demand the amount of all stamp duty and fees (but not including fines and penalties not attributable to the Minister) payable in connection with this Licence.

EXECUTED as a Deed.

Signed for and on behalf of the )  
 MINISTER FOR EDUCATION by )  
 )  
MARGARET BANICKS )  
 (Full Name) )  
 the Deputy Director General, Schools )  
 of the Department of Education and )  
 Training the officer duly delegated )  
 this authority by the Minister for )  
 Education under Section 225(1) of the )  
*School Education Act 1999 (WA)* )  
 in the presence of )

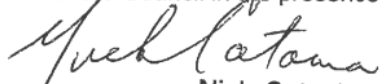
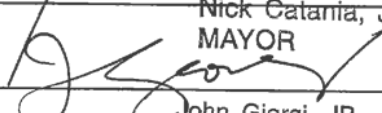
  
 (Signature)

TONI DENISE MAHER )  
 (Full Name) )  
 Officer Department of Education and Training )  
 Western Australia )  
 (Signature)

  
 (Signature)

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

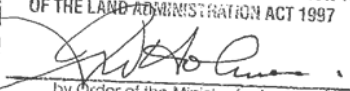


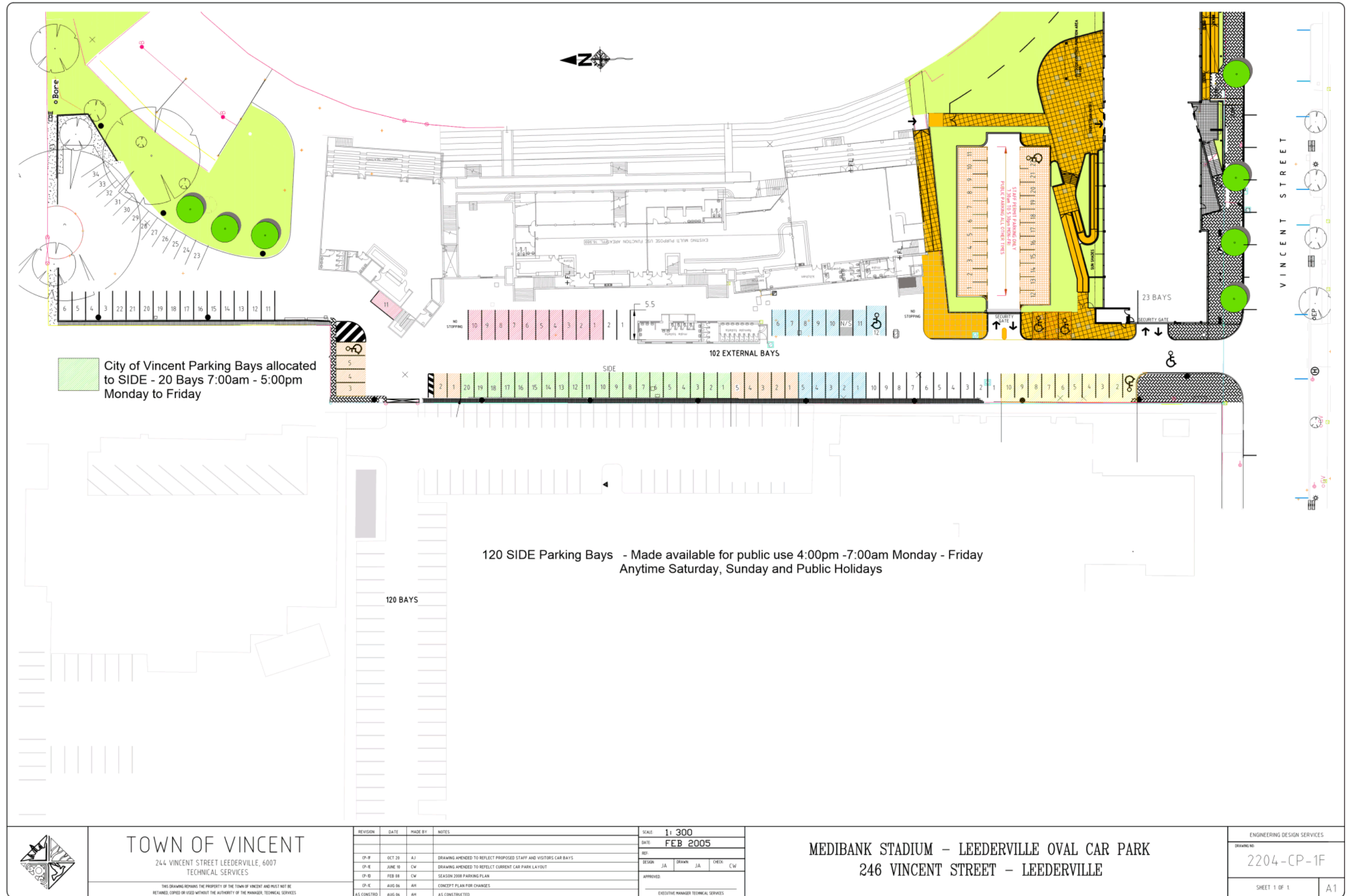
  
 Nick Catania, JP Mayor  
 MAYOR  
  
 John Giorgi, JP  
 CHIEF EXECUTIVE OFFICER

Chief Executive Officer

APPROVED FOR THE PURPOSES OF SECTION 18 OF THE LAND ADMINISTRATION ACT 1997.

by Order of the Minister for Lands

APPROVED FOR THE PURPOSES OF SECTION 18  
 OF THE LAND ADMINISTRATION ACT 1997  
  
 by Order of the Minister for Lands  
 This document is still subject to the registration  
 requirements of the Transfer of Land Act 1693.



**TOWN OF VINCENT**  
 244 VINCENT STREET LEEDERVILLE, 6007  
 TECHNICAL SERVICES

THIS DRAWING REMAINS THE PROPERTY OF THE TOWN OF VINCENT AND MUST NOT BE REPRODUCED, COPIED OR USED WITHOUT THE AUTHORITY OF THE MANAGER, TECHNICAL SERVICES

REVISION	DATE	MADE BY	NOTES
CP-R	OCT 20	AJ	DRAWING AMENDED TO REFLECT PROPOSED STAFF AND VISITORS CAR BAYS
CP-E	JUNE 10	CW	DRAWING AMENDED TO REFLECT CURRENT CAR PARK LAYOUT
CP-D	FEB 08	CW	SEASON 2008 PARKING PLAN
CP-E	AUG 05	AH	CONCEPT PLAN FOR CHANGES
AS CONSTRD	AUG 05	AH	AS CONSTRUCTED

SCALE:	1:300
DATE:	FEB 2005
DESIGN:	JA
DRAWN:	JA
CHECK:	CW
APPROVED:	
EXECUTIVE MANAGER TECHNICAL SERVICES	

**MEDIBANK STADIUM - LEEDERVILLE OVAL CAR PARK**  
 246 VINCENT STREET - LEEDERVILLE

ENGINEERING DESIGN SERVICES
DRAWING NO: 2204-CP-1F
SHEET 1 OF 1

A1