



# AGENDA

## SPECIAL COUNCIL MEETING



**Tuesday 31 March 2026**

Commencing at 2.00pm in the

Shire of Wyalkatchem Council Chambers

27 Flint Street Wyalkatchem

## **NOTICE OF SPECIAL COUNCIL MEETING**

A Special Meeting of Council will be held on Tuesday 31 March 2026 in the Council Chambers, 27 Flint Street Wyalkatchem, commencing at 2.00pm.

An Agenda for this meeting will be made available from the Shire Administration Office and on our website [www.wyalkatchem.wa.gov.au](http://www.wyalkatchem.wa.gov.au)

### **ORDER OF EVENTS**

#### **2.00pm – Special Council Meeting**

I have reviewed this agenda and am aware of all recommendations made to Council and support each as presented.



**Tom Kettle**

**CHIEF EXECUTIVE OFFICER**

### **DISCLAIMER**

*No responsibility whatsoever is implied or accepted by the Shire of Wyalkatchem for any act, omission or statement or intimation occurring during this meeting. It is strongly advised that persons do not act on what is heard at this meeting and should only rely on written confirmation of Council's decisions, which will be provided within ten days of this meeting.*

## **DISCLOSURE OF INTEREST**

Councillors and staff are reminded of the requirements of section 5.65 of the *Local Government Act 1995*, to disclose any interest or perceived interest in any matter to be discussed during a meeting, and also the requirement to disclose any item affecting impartiality.

### Financial Interest:

Under section 5.60A of the *Local Government Act 1995*, a person is said to have a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the Local Government in a particular way, result in a financial gain, loss, benefit or detriment for the person.

### Proximity Interest:

Under section 5.60B of the *Local Government Act 1995*, a person is said to have a proximity interest in a matter if the matter concerns a proposed change to a planning scheme affecting land that adjoins the person's land; a proposed change to the zoning or use of land that adjoins the person's land; or a proposed development of land that adjoins the person's land.

### Impartiality Interest:

To maintain transparency, it is important to disclose all interests, including impartiality interests which include interests arising from kinship, friendship and membership of associations. If it is possible that your vote on a matter may be perceived as impartial, you should disclose your interest.

### Disclosing an Interest:

Disclosures must be made, in writing, to the Chief Executive Officer prior to the meeting at which the matter in which you have an interest is to be discussed.

If you disclose a Financial or Proximity Interest, you must leave the room while the matter is discussed and voted on. Only after a decision has been reached may you return to the meeting, at which time the Presiding Person will inform you of Council's decision on the matter.

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**1. DECLARATION OF OPENING**

**2. PUBLIC QUESTION TIME**

**2.1. Response to Public Questions Previously Taken on Notice**

**2.2. Declaration of Public Question Time opened**

**2.3. Declaration of Public Question Time closed**

**3. ATTENDANCE, APOLOGIES, LEAVE OF ABSENCE**

**3.1. Attendance**

**3.2. Apologies**

**3.3. Approved Leave of Absence**

**3.4. Applications for Leave of Absence**

**4. OBITUARIES**

**5. PETITIONS, DEPUTATIONS, PRESENTATIONS**

**5.1. Petitions**

**5.2. Deputations**

**5.3. Presentations**

**6. DECLARATIONS OF INTEREST**

**6.1. Financial and Proximity Interest**

**6.2. Impartiality Interests**

**7. ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION**

**8. MATTERS FOR WHICH THE MEETING MAY BE CLOSED**

## 9. REPORTS

### 9.1 GOVERNANCE

#### 9.1.1 PROPOSED ACQUISITION OF PORTION OF LOT 438 ON DEPOSITED PLAN 40690

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	27 March 2026
Reporting Officer:	Tom Kettle, Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	8.11
Attachment Reference:	Attachment 9.1.1 Contract for sale

#### VOTING REQUIREMENT

Simple Majority

#### OFFICER'S RECOMMENDATION

*That Council*

- 1. Accepts the offer for sale of portion of lot 438 on deposited plan 40690 for the price of \$47,500.00 (including GST), noting this is within the allocated budget amount in the 2025/26 Annual Budget.*
- 2. Authorises the execution of the contract (attachment 1) between the Shire of Wyalkatchem and the Minister for Lands acting on behalf of the State of Western Australia for the sale of lot 438 on deposited plan 40690.*
- 3. Authorises the Shire President and the Chief Executive Officer to affix the Common Seal of the Shire of Wyalkatchem to the contract and execute all documents necessary to give effect to this decision in accordance with section 9.49A of the Local Government Act 1995.*

#### BACKGROUND

Council has committed to actively pursue improved land management and development of housing as part of the Strategic Community Plan 2024 – 34. This proposal continues a strategic approach to increasing housing stock within Town through the purchase lot 438 on deposited plan 40690 (21 Gamble Street Wyalkatchem 6485).

#### COMMENT

At the 16 May 2024 Ordinary Council Meeting the Council resolved two decisions:

That Council-

1. Request that CEO identify if the Police Department is willing to transfer ownership of the land surrounding the Police Station in Wyalkatchem for future community housing in alliance with the CEACA and if so, the proposed terms for that transfer.
2. Request the CEO to explore if Council is able to meet the proposed terms of transfer and if not, whether any alternate terms of transfer should be proposed and report back to Council on progress during its Ordinary Meeting of Council on Thursday 20th June 2024.
3. If Council subsequently considered the terms of transfer are unachievable the CEO is to recommend the next most suitable site for investigation.

And,

That Council requests the CEO to write to CEACA to offer the Shire's support in identifying an alternative site/ sites for the potential development of the additional units if the application for the divestment of the Portion of Crown Reserve 16483 is unsuccessful.

At the 12 November 2024 Special Council Meeting the Council resolved:

That Council resolve to:

1. Commit funds of up to the amount of \$40,000 for the land transfer fees for a portion of land vested by WAPOL, and
2. That Council request the CEO to prioritise the facilitation of the land transfer.

The Shire's administration has been liaising with WA Police Force (WAPOL) Department of Planning, Lands and Heritage (DPHL) to purchase lot 438 on deposited plan 40690 (21 Gamble Street Wyalkatchem 6485) to progress a housing project with the Central East Accommodation and Care Alliance Inc. (CEACA).



This report relates only to the execution of the contract for the purchase of the identified land as provided for in attachment 1. This is essential to move this process forward to further surveying, drafting or legal instruments and future project work that will be the subject of subsequent reports to the Council.

## **STATUTORY ENVIRONMENT**

Local Government Act 1995

Section 9.49A Execution of Documents.

Section 3.1 'General Function' (of the local government) (is) 'to promote the economic, social and environmental sustainability of the district.'

Part 6 Division 2 Land Administration Act 1997 (Sale of Crown Land).

Note that this does not meet the prescribed definition of a 'major land transaction' under section 3.59 Local Government Act and therefore does not have the associated requirements.

## **POLICY IMPLICATIONS**

There are no direct policy implications in relation to this item.

## **FINANCIAL IMPLICATIONS**

This item requires expenditure of \$47,500 which is provided for within the 2025/26 Annual Budget.

DPLH land sale fees total \$5,823.18 and are provided for in operational budgets.

Future financial implications will be presented to the Council and considered in the development of the 2026/27 Annual Budget.

## **COMMUNITY & STRATEGIC OBJECTIVES**

The matter before Council generally accords with the following Shire desired outcome as expressed in the revised Shire of Wyalkatchem Strategic Community Plan 2024-2034.

Pillar 1: Economy

Goal 2. Essential services and infrastructure enable local economic growth

2.2 Develop land and housing development initiatives in partnership with the private sector and all tiers of govt.

Pillar 2: Community

Goal 5. A safe and healthy community for all ages

5.6 Increase the supply of quality independent living units\*\*

5.7 Support community and care services to support ageing in home

Pillar 4: Civic Leadership

Goal 10. Consult and engage with our community and strategic partners

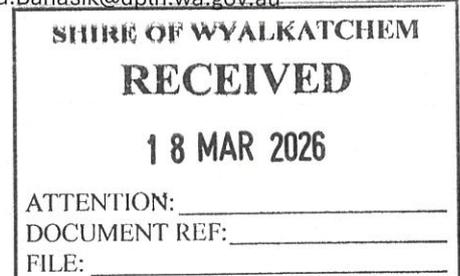
10.2 Develop strategic partnerships with regional organisations, State and Federal governments



Land Use Management

Our ref: File 00010-1916, Case 2500528  
Enquiries: Ph: (08) 6552 4662  
Fax: (08) 6118 8116  
Dominika.Banasik@dplh.wa.gov.au

Attn: Chief Executive Officer  
Shire of Wyalkatchem  
PO Box 224  
WYALKATCHEM WA 6485



Dear Sir/Madam,

**OFFER OF SALE: PORTION OF LOT 438 ON DEPOSITED PLAN 40690 – SHIRE OF WYALKATCHEM**

The Minister for Lands (**Minister**) acting under section 86 of the *Land Administration Act 1997 (LAA)* agrees to the sale of portion of Lot 438 on Deposited Plan 40690 (Land) to you for the purchase price of \$47,500.00 (including GST), subject to the terms and conditions of sale.

If you wish to purchase this Land, the enclosed Contract of Sale must be signed where indicated. In addition, please ensure you also sign and date the section that states 'A copy of the Conditions has been received by the Purchaser/s' as this acknowledges that you have read the attached Conditions of Sale and will abide by them.

You will also need to inform us of your Conveyancer (Settlement Agent/Solicitor) by completing the details on the Contract of Sale.

Please return the original, executed Contract of Sale (together with all Conditions as annexed to the Contract of Sale) to the Department of Planning, Lands and Heritage, Locked Bag 2506, Perth WA 6001 before 9 June 2026 and arrange for payment of the fees listed below (Fees Payable):

Item	\$
Document preparation fee	\$1,505.00
Deposit (being 10% of the Purchase Price)	\$4,318.18
<b>TOTAL</b>	<b>\$5,823.18</b>

Please refer to the payment options available at page 2 for method of payment.

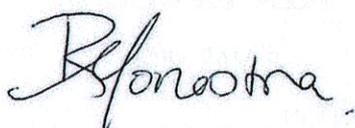
On receipt of the signed Contract of Sale and payment of the Fees Payable, the Contract of Sale will then be submitted for signing on behalf of the Minister under delegated authority pursuant to Section 9 of the *Land Administration Act 1997*. The signed Contract will then be forwarded to your nominated Conveyancer, advising details of settlement.

Please note that by the terms of the Conditions of Sale, you are obliged to pay any GST applicable to this transaction. Please refer to the first page of the Contract of Sale, which mentions the GST, as well as Clause 16 of the Conditions of Sale.

Please note that this offer will remain valid until 9 June 2026, after which it may be subject to a review.

Should you have any enquires about this matter, please do not hesitate to contact me.

Yours sincerely



Rosanna Monastra

L4, Senior State Land Officer

LUM - Delivery

13 March 2026

Enc.

PAYMENT OPTIONS		
	<b>By Bpoint</b>	<a href="http://www.bpoint.com.au/">www.bpoint.com.au/</a> Biller Code: 1002614 Enter as required; a) 00010-1916 Case 2500528 b) Shire of Wyalkatchem – S86 Sale of Lot 438 on DP 40690
	<b>By Electronic Funds Transfer</b>	Account Name: Department of Planning, Lands and Heritage BSB: 066 040 Account Number: 19 903 039 Ref: 00010-1916 Case 2500528 Shire of Wyalkatchem – S86 Sale of Lot 438 on DP 40690
	<b>By Credit Card</b>	Please telephone (08) 6552 4403



## DEPARTMENT OF PLANNING, LANDS AND HERITAGE (Department) CONTRACT OF SALE

The Purchaser offers to purchase the Land for an estate in fee simple at the Purchase Price and on the other terms set out in the particulars below and subject to the conditions set out below.

### PARTICULARS

#### Description of Land

DISTRICT/TOWNSITE Wyalkatchem	LOT/LOC No. Portion of Lot 438 on Deposited Plan 40690	CLT CLT	VOLUME 3132	FOLIO 297
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#### Street Address (If applicable)

NUMBER AND STREET 21 Gamble Street	TOWN/CITY Wyalkatchem	POSTCODE 6485
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#### Purchaser's Details

<b>FULL NAME</b> (including ABN if applicable) * Shire of Wyalkatchem (ABN 47 096 937 882)  <b>ADDRESS:</b> * PO Box 224, Wyalkatchem WA 6485  If more than one purchaser: <input type="checkbox"/> joint tenants <input type="checkbox"/> tenants in common (in equal shares unless otherwise stated).
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#### Vendor's Agent (If not the Department)

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#### Purchase Price

<b>\$ 43,181.81</b>
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#### GST

<b>\$ 4,318.19</b>
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#### Total

<b>\$ 47,500.00</b>
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#### Deposit

<b>\$ 4,318.18</b>
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payable is: (Please tick appropriate box)

- calculated under the Margin Scheme (if this box is selected the Purchaser and the Vendor agree that for the purposes of the GST Act, the supply of the Land is made under the Margin Scheme);
- calculated at 10% of the Purchase Price; or
- not applicable.

#### Purchaser's Conveyancer

* NAME		
* ADDRESS		
* TELEPHONE NO.	FACSIMILE NO.	

## CONDITIONS

1. Acceptance of this offer will be sufficiently communicated to the Purchaser if verbal or written notification is given by the Department to the Purchaser that the acceptance has been signed by, or on behalf of, the Vendor.
2. The Department of Planning, Lands and Heritage Conditions for the Sale of Crown Land (the "Conditions") annexed to this Contract shall be incorporated into and form part this Contract to the extent that the Conditions are not varied by or inconsistent with the express conditions below.
3. For the purposes of clause 15.1(a)(i) of the Conditions the party to whom notices for the Vendor should be given is: Manager Robert Baker, Land Management Centrall and the fax number is: (08) 6118 8116.
4. At the date of this contract, the Department is the Department of Planning, Lands and Heritage of level 2, 140 William Street, Perth WA 6000.

For express conditions varying the Conditions please see Schedule 1 attached to this Contract.

.....  
**SIGNED** by the Purchaser

The Common Seal of the Shire of Wyalkatchem was hereunto affixed in the presence of:

.....  
**SHIRE PRESIDENT**

.....  
**CHIEF EXECUTIVE OFFICER**

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

The Minister for Lands acting for and on behalf of the State of Western Australia accepts the above offer in accordance with the Conditions.

**SIGNED** by an authorised officer for and on behalf of the Minister for Lands by delegated authority under section 9 of the *Land Administration Act 1997*.

\_\_\_\_\_  
Jason Gibbons  
Level 6, Assistant Manager  
Delivery Land Use Management  
Department of Planning, Lands and Heritage

\_\_\_\_\_  
Dominika Banasik  
Level 3, State Land Officer  
Delivery Land Use Management  
Department of Planning, Lands and Heritage

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

A copy of the Conditions has been received by the Purchaser/s.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## **SCHEDULE 1**

This Contract is subject to Section 86 of the *Land Administration Act 1997*.

That portion of Lot 438 on Deposited Plan 40690 (Reserve 16483), shown bordered blue on the sketch in schedule 2 of this contract, being subject to freehold to support aged-care housing and workers accommodation.

This Contract is conditional and subject to all money being payable on or before settlement.

## SCHEDULE 2

Approximately Area only – Subject to Survey.



## **ANNEXURE**

Department of Planning, Lands and Heritage Conditions for the Sale of Crown Land are attached.

Conditions for the Sale of Crown Land

**Department of Planning,  
Lands and Heritage**

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**Conditions for the Sale  
of Crown Land  
(No Outgoings)**

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**(Version 4)**

## CONDITIONS

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### 1. DEFINITIONS, INTERPRETATION AND VENDOR'S POWERS, RIGHTS AND DUTIES

#### 1.1. DEFINITIONS

In these Conditions and the Contract, unless the context requires otherwise, the following words have the following meaning:

**Business Day** means any day other than a Saturday, Sunday or State public holiday in Western Australia.

**Completion Date** means the date settlement under the Contract is actually effected.

**Conditions** mean these conditions for the sale of the Land.

**Contaminated** has the same meaning as that term is defined in the CSA, and **Contamination** is the state of being Contaminated.

**Contract** means the contract created by the offer and acceptance of which these Conditions form part.

**Contract Date** means the date of execution of the Contract by the last party to the Contract whose execution is necessary to make the Contract binding on all parties.

**Crown** means the Crown in right of the State of Western Australia.

**CSA** means the *Contaminated Sites Act 2003*.

**Deposit** means the deposit as specified in the Particulars, being an amount not less than 10% of the Purchase Price.

**Department** means the department assisting the Minister in the administration of the LAA, being at the date of the Contract the department named in the Contract.

**Encumbrance** means a mortgage, charge, bill of sale, lien, pledge, easement, reservation, condition, positive covenant, restrictive covenant, memorial (and any conditions or statements contained in the memorial), Notification, building condition, writ, warrant, caveat (and the claims stated in the caveat) or other right or interest of any third party affecting the Land or any part of the Land.

**Environmental Laws** means all planning, environmental or contamination or pollution laws and any regulations, orders, directions, ordinances or requirements, permissions, permits or licences issued thereunder.

**GST** has the meaning given in section 195-1 of the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for or amending that Act.

**GST law** has the meaning given in section 195-1 of the GST Act.

**Improvements** means any building, facility or structure on the Land.

**LAA** means the *Land Administration Act 1997*.

**Land** means the land the subject of the Contract as specified in the Particulars together with all Improvements.

**Landgate** means the Western Australian Land Information Authority established under the *Land Information Authority Act 2006 (WA)* and being the agency or department responsible for the registration of dealings relating to land in the register kept pursuant to the TLA.

**Margin Scheme** has the meaning given in section 195-1 of the GST Act.

**Minister** means the Minister for Lands, being a body corporate continued under section 7(1) of the LAA and being the Minister to whom the administration of the LAA is from time to time committed by the Governor.

**Notification** means a notification endorsed on the certificate of Crown land title for the Land under section 70A of the TLA.

**Outgoings** means all rates, taxes, assessments, State land tax, Metropolitan Region Improvement Tax, charges (including but not limited to charges for water consumption and fixed charges), and outgoings (periodic or otherwise) chargeable or payable in respect of the Land.

**Particulars** means the particulars as set out in the Contract.

**Purchase Price** means the purchase price of the Land as specified in the Particulars.

**Purchaser** means the party named and described as the Purchaser in the Particulars and includes, in the case of a natural person, the personal representatives of the natural person and in the case of a corporation, includes the successors of the corporation and in either case, includes the permitted assigns of the Purchaser.

**Purchaser's Conveyancer** means the person nominated by the Purchaser in the Contract, if any, to represent the Purchaser in relation to the settlement of the purchase of the Land.

**Rate** means the rate of 12% per annum calculated on a daily basis.

**Register** has the same meaning as defined in the TLA.

**Registrar** means the Registrar of Titles appointed under section 7 of the TLA.

**Settlement** means the settlement of the sale and purchase of the Land in accordance with clause 5.

**Settlement Date** is the date being the later of:

- (a) 60 days after the Contract Date; and
- (b) the date as otherwise determined under these Conditions to be the Settlement Date; or
- (c) any other date as agreed in writing between the Vendor and the Purchaser from time to time.

**Taxable Supply** has the meaning given in section 195-1 of the GST Act.

**Tax Invoice** has the meaning given in section 195-1 of the GST Act.

**TLA** means the *Transfer of Land Act 1893*.

**Transfer** means a transfer of the Land in a form approved by the Registrar under the TLA from the Vendor to the Purchaser which in substance and form is acceptable to Landgate for the purposes of registration under the TLA.

**Vendor** means the State of Western Australia acting through the Minister or the Minister's duly authorised delegate.

**Vendor's Agent** means the Vendor's agent as specified in the Particulars who is validly authorised by the Vendor to offer the Land for sale.

## 1.2. INTERPRETATION

In these Conditions and the Contract, unless the context otherwise requires:

- (a) headings, underlining and numbering are for convenience only and do not affect the interpretation of these Conditions;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include every gender;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
- (e) a reference to a thing includes a part of that thing;
- (f) references to parts, clauses and parties are references to parts and clauses of, and parties to, these Conditions;
- (g) a reference to a party to the Contract includes that party's successors and permitted assigns and in the case of a natural person also includes that person's personal representatives and administrators;
- (h) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- (i) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (j) no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of these Conditions or the Contract or of any part of these Conditions or of the Contract;
- (k) a reference to a statute, regulation, proclamation, order, ordinance or by-law includes every statute, regulation, proclamation, order, ordinance or by-law varying, consolidating or replacing it, and a reference to a statute includes every regulation, proclamation, ordinance and by-law issued under that statute;
- (l) a reference in these Conditions to a sub-clause, paragraph or sub-paragraph is a reference to a sub-clause, paragraph or sub-paragraph in the clause or definition in which the reference appears; and
- (m) words used in these Conditions which are not expressly defined in these Conditions but which are defined in the LAA or the TLA have the meaning given to them under the LAA or the TLA, as the case may be.

### **1.3. EXERCISE AND PERFORMANCE OF THE VENDOR'S POWERS AND DUTIES**

The Purchaser acknowledges that under the provisions of the LAA:

- (a) any right, duty or power conferred or imposed on the Vendor under the Contract may be exercised or performed by the Minister; and
- (b) the Minister may, under an instrument of delegation, delegate to a person any right, duty or power which this condition or the Contract authorises or requires the Minister to exercise or perform.

### **1.4. CONDITIONS NOT TO AFFECT VENDOR'S OR MINISTER'S RIGHTS OR POWERS UNDER THE LAA**

The Purchaser agrees that these Conditions do not in any way affect, alter or derogate from the Vendor's or the Minister's rights or powers under the LAA.

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## **2. LAND AND ENCUMBRANCES**

The Land is offered for sale and will be sold in accordance with these Conditions free of all Encumbrances except:

- (a) as specified in the Contract; and
- (b) any easement, positive covenant, restrictive covenant, memorial (and any condition or statement contained in the memorial), reservation, condition, building condition or Notification recorded or registered or to be recorded or registered on the certificate of Crown land title for the Land.

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### **3. PURCHASE PRICE**

The Purchase Price is to be paid to the Vendor and satisfied as follows:

- (a) by payment of the Deposit by cheque made payable to the Department contemporaneously with the execution of this Contract by the Purchaser (receipt of which is acknowledged by the Vendor by the execution of the Contract for and on behalf of the Vendor); and
- (b) by payment of the balance of the Purchase Price (being the Purchase Price less the Deposit) by unendorsed bank cheque made payable to the Department (or as otherwise directed in writing by an authorised officer of the Department) on the Settlement Date.

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### **4. DEPOSIT**

#### **4.1. PAYMENT OF DEPOSIT**

The Deposit is to be paid to the Department and held by the Department as agent for the Vendor.

#### **4.2. FAILURE TO PAY DEPOSIT**

If the Deposit is paid by cheque and the cheque is dishonoured on presentation to the drawer's bank, then:

- (a) the Purchaser is immediately in default under the Contract; and
- (b) the Vendor may, without prejudice to any other rights or remedies available to the Vendor, immediately terminate the Contract by notice in writing to the Purchaser.

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### **5. SETTLEMENT**

#### **5.1. SETTLEMENT**

Settlement is to take place on the Settlement Date at the offices of the Department in Perth or at any other place in Perth as the Vendor appoints.

#### **5.2. PURCHASER TO TENDER TRANSFER**

A reasonable time before the Settlement Date, and in any event not less than ten (10) Business Days before the Settlement Date, the Purchaser must at the Purchaser's expense tender to the Department the Transfer which has been stamped and duly executed by the Purchaser as transferee.

#### **5.3. PROCEDURE ON SETTLEMENT**

At Settlement, the Purchaser will deliver to the Vendor in accordance with clause 3(b) an unendorsed bank cheque or bank cheques for the balance of the Purchase Price and against receipt of the balance of the Purchase Price, the Vendor will provide to the Purchaser, subject to the Purchaser's compliance with clause 5.2, the Transfer duly executed for and on behalf of the Vendor.

#### **5.4. PURCHASER TO REMAIN LIABLE**

If for any reason a bank cheque tendered as or towards the money payable by the Purchaser on Settlement is not honoured on first presentation, the Purchaser will

remain liable to pay the amount of that money, without prejudice to any other rights, remedies or powers of the Vendor under the Contract.

#### **5.5. ACKNOWLEDGEMENTS BY PURCHASER**

The Purchaser acknowledges that:

- (a) a duplicate certificate of Crown land title for the Land does not exist and will not be delivered by the Vendor to the Purchaser at Settlement;
- (b) on the Completion Date, a Certificate of Title for the Land will not exist and the Vendor is not obliged to produce to the Purchaser a duplicate Certificate of Title for the Land at Settlement;
- (c) a Certificate of Title for the Land will be created by the Registrar once the Transfer has been registered in accordance with the provisions of the TLA where the Registrar will endorse on the Certificate of Title the particulars of all dealings and matters affecting the Land as specified in, or effected by, the Contract and the Transfer; and
- (d) unless the Purchaser has on the Transfer requested the duplicate Certificate of Title for the Land not to be issued, a duplicate Certificate of Title for the Land will be issued by the Registrar and forwarded to the issuing party as requested on the Transfer.

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#### **6. DELAY IN SETTLEMENT**

- (a) If for any reason attributable to the Purchaser, Settlement is not effected on or within three (3) Business Days after the Settlement Date, the Purchaser is to pay to the Vendor on Settlement interest at the Rate on the balance of the Purchase Price and all other money which is payable on Settlement, calculated from and including the Settlement Date to but excluding the Completion Date.
- (b) The Vendor's right to a payment under sub-clause (a) is conditional on the Vendor being ready, willing and able to complete the sale on the Settlement Date and if the Vendor is not, the Vendor's right to the payment commences from the day on which the Vendor is ready, willing and able to complete the sale and has given notice to the Purchaser of that fact.
- (c) Except as provided in sub-clause (b), it is not necessary for the Vendor to give to the Purchaser a notice requiring the payment of interest under this clause.
- (d) The rights of the Vendor under this clause are without prejudice to the rights of the Vendor under these Conditions or the Contract.

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#### **7. POSSESSION AND RISK**

##### **7.1. POSSESSION**

Subject to:

- (a) payment in full of the Purchase Price as is due and payable on the Settlement Date; and
- (b) the Purchaser having performed all of the Purchaser's obligations under these Conditions,

the Purchaser will be entitled to, and the Vendor will deliver to the Purchaser, possession of the Land on the Completion Date.

## **7.2. RISK**

Despite any rule of law or equity to the contrary, the Land is at the risk of the Purchaser from the time at which Settlement occurs or from the date the Purchaser is entitled to or is given possession of the Land, whichever is the earliest.

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## **8. OUTGOINGS**

### **8.1. NO OUTGOINGS ASSESSED ON THE LAND**

The Land is not subject to any Outgoings, as the Land is owned by the Crown in right of the State of Western Australia.

### **8.2. NO ADJUSTMENT OF OUTGOINGS**

As a result of what is state in clause 8.1, the Purchaser agrees with the Vendor that no Outgoings will be apportioned between the Vendor and the Purchaser. The Purchaser is responsible for the payment of all Outgoings chargeable or payable in respect of the Land from the Completion Date or the date the Purchaser is entitled to or is given possession of the Land, whichever is the earliest.

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## **9. GENERAL PROVISIONS**

### **9.1. PURCHASER'S ACKNOWLEDGEMENTS**

The Purchaser acknowledges and agrees that, except as disclosed in these Conditions:

- (a) no warranty or representation has been given or made to the Purchaser or anyone on the Purchaser's behalf by the Vendor, the Minister, the Vendor's Agent or any agent, employee or contractor of the Department or any other person on the Vendor's or Minister's behalf as to:
  - (i) the title to the Land;
  - (ii) any Encumbrance, restriction or right in favour of any third party affecting the Land;
  - (iii) the condition or state of repair of the Land or any part of the Land;
  - (iv) the condition or state of repair of the Improvements or any part of the Improvements;
  - (v) the suitability of the Land for any use or purpose of any kind; or
  - (vi) whether or not the fences (if any) purporting to be on the boundaries of the Land are in fact on the proper boundaries of the Land;
- (b) any representation or warranty implied by virtue of any statute or otherwise will not apply to, or be implied in, these Conditions or the Contract and any such representation or warranty is excluded to the extent permitted by law;
- (c) the Land is sold as it stands with all existing faults, defects or characteristics whether they are apparent or ascertainable on inspection or not and without any obligation on the Vendor to disclose or particularise any faults, defects or characteristics known to the Vendor;
- (d) the Purchaser is purchasing and is deemed to purchase in reliance on the Purchaser's own inspection of, and enquiries in relation to, the Land;
- (e) the Vendor will not be liable under any circumstances to make any allowance or compensation to the Purchaser nor will the Purchase Price be affected by the exclusion of warranties or representations in this clause 9.1 or for any fault, defect or characteristic in the Land; and

- (f) this clause will apply despite the contents of any brochure, document, letter or publication made, prepared or published by the Department or by any other person with the express or implied authority of the Department.

## **9.2. ERROR OR MISDESCRIPTION**

No error or misdescription of the Land will annul the sale or affect the Purchase Price.

## **9.3. REQUISITIONS ON TITLE**

The Purchaser is not entitled to make any objection to or requisition on the title to the Land, and the Vendor will not be obliged to furnish any answer to any objection or requisition on the title to the Land delivered by or on behalf of the Purchaser, it being acknowledged by the Purchaser that:

- (a) the Land is Crown land within the meaning of the LAA;
- (b) the State of Western Australia is, or is entitled to be recorded as the registered proprietor of the Land by virtue of section 29(5) of the LAA;
- (c) the Minister is authorised by section 74 of the LAA to sell Crown land;
- (d) the Minister through its authorised officer by delegated authority under section 9 of the LAA has executed the Contract on behalf of the State of Western Australia as authorised under section 10 of the LAA; and
- (e) the Land has been sold under section 74 of the LAA and the provisions of the LAA relating to the sale of Crown land apply to the Contract.

## **9.4. NO COMPENSATION**

The Purchaser is not entitled to make any objection, requisition or claim for compensation, or to rescind the Contract in respect of:

- (a) the provision of, or lack of, water, drainage, sewerage, gas, electricity, telephone or other services or connections to the Land, or in respect of the fact that any services or connections may be joint services to any other land, or because any facilities for services for any other land pass through the Land;
- (b) any encroachment onto the Land by any improvement which does not form part of the Land, or the encroachment onto adjoining land of any improvement which forms part of the Land;
- (c) the location of any sewerage, water or drainage pipes or services affecting the Land, or that any sewer passes through, or penetrates the Land;
- (d) the fact that the current use of the Land may not be an authorised use under any applicable zoning or use law, scheme or regulation;
- (e) the fact that any fence on the Land is not on the proper boundaries of the Land; or
- (f) the fact that the area of the Land is different from the area indicated on any plan, brochure or document issued or published by or on behalf of the Department or Landgate or as indicated on the certificate of Crown land title to the Land.

## **9.5. PLANNING AND OTHER MATTERS**

The Purchaser acknowledges that the Land is sold subject to the following as at the Completion Date:

- (a) the provisions of any town planning scheme, zoning by-laws and other laws affecting the Land;

- (b) any order or requisition affecting the Land;
- (c) any proposal or scheme for the widening, realignment, closure, siting or alteration of the level of any road or right of way adjacent to the Land by any competent authority or person;
- (d) any resumption or proposal to resume the Land or any part of the Land; and
- (e) any easement, memorial (and any condition or statement contained in the memorial), Notification, reservation, condition, building condition, positive covenant or restrictive covenant affecting the Land,

and the Purchaser will take title subject to the above, and will not be entitled to make any objection, requisition, or claim for compensation, nor to rescind the Contract in respect of any of the above.

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## **10. DEFAULT**

### **10.1. TIME OF THE ESSENCE**

Time is of the essence in respect of the Contract in all respects.

### **10.2. TERMINATION OF CONTRACT**

- (a) Except as otherwise specifically provided in these Conditions:
  - (i) the Vendor is not entitled to forfeit any money paid by the Purchaser or take or recover possession of the Land on the ground of the Purchaser's default in performing or observing any obligation imposed on the Purchaser under the Contract; and
  - (ii) neither the Vendor nor the Purchaser is entitled to terminate the Contract on the ground of the other's default in performing or observing any obligation imposed on that other party under the Contract,

#### **UNLESS:**

- (iii) the party not in default has first given to the party in default a written notice specifying the default complained of, which notice shall require that the default be remedied within the period stipulated in that notice; and
  - (iv) the party in default fails to remedy the default within the period stipulated in that notice.
- (b) The period stipulated in the written notice referred to in clause 10.2(a)(iii) will not be less than five (5) Business Days.
  - (c) The giving of a notice under this clause does not prejudice the right of either party to give a further notice under this clause.
  - (d) This clause does not apply where either party repudiates the Contract.

### **10.3. PURCHASER DEFAULT**

- (a) If the Purchaser is in default in performing or observing any obligation imposed on the Purchaser under the Contract or if the Purchaser repudiates the Contract, then in addition to any other rights or remedies the Vendor has under the Contract or otherwise, the Vendor may:

- (i) affirm the Contract and sue the Purchaser for damages for breach;
  - (ii) affirm the Contract and sue the Purchaser for specific performance of the Contract and damages for breach in addition to or in lieu of specific performance of the Contract;
  - (iii) proceed to take or recover possession of the Land; or
  - (iv) terminate the Contract and:
    - (A) forfeit the Deposit paid, except so much as exceeds 10% of the Purchase Price (which excess, if any, is to be regarded for the purposes of this clause as an instalment of the Purchase Price);
    - (B) sue the Purchaser for damages for breach; and
    - (C) without further notice to the Purchaser re-sell the Land in such manner as the Vendor in good faith deems fit and any deficiency arising from such re-sale and all expenses incurred by the Vendor (but after giving credit for the Deposit if it has been forfeited) arising from that re-sale is recoverable by the Vendor from the Purchaser as liquidated damages.
- (b) The Vendor is entitled to retain, pending re-sale of the Land, all instalments of Purchase Price paid to the Vendor.
- (c) If the Vendor re-sells the Land the Vendor may:
- (i) apply any instalments of the Purchase Price paid to the Vendor in or towards satisfaction of any damages mentioned in clause 10.3(a)(iv); and
  - (ii) retain absolutely:
    - (A) any surplus arising from such re-sale in excess of the original Purchase Price and expenses arising from the re-sale and all losses and expenses incurred by the Vendor resulting from the Purchaser's default; and
    - (B) any interest paid by the Purchaser.
- (d) If the Vendor does not commence proceedings for the recovery of damages or fails to re-sell and settle the re-sale of the Land within twelve (12) months from the termination of the Contract, then after that period of twelve (12) months has expired, the Vendor shall account to the Purchaser for all instalments of Purchase Price received by the Vendor (other than the Deposit forfeited by the Vendor in accordance with the Contract) without interest.

#### **10.4. VENDOR DEFAULT**

If the Vendor defaults in performing or observing any obligation imposed on the Vendor under the Contract or if the Vendor repudiates the Contract then the Purchaser, in addition to any other rights and remedies the Purchaser has under the Contract or otherwise, is entitled to the repayment of all money paid by the Purchaser under the Contract.

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**11. DIVIDING FENCES****11.1. VENDOR NOT LIABLE**

The Purchaser and the Vendor agree that the Vendor will not be liable to the Purchaser or any other party claiming through the Purchaser to contribute to the cost of erecting or repairing any dividing fence whether under the *Dividing Fences Act 1961* or otherwise and that the Purchaser will assume any existing liability as from and including Settlement.

**11.2. PURCHASER TO INDEMNIFY THE VENDOR**

This condition will not prejudice or affect the rights of the Purchaser as between the Purchaser and adjoining owners other than the Vendor, and the Purchaser agrees to indemnify the Vendor against all claims in respect of the cost of erecting or repairing any dividing fence from any future owner, whether legal or equitable, of any adjoining land.

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**12. CAVEATS**

If a caveat is lodged against the certificate of Crown land title for the Land before the Settlement Date (other than a caveat registered by or in relation to the Purchaser or the Purchaser's interest in the Land) and the Vendor is unable to produce to the Purchaser at Settlement a withdrawal of the caveat:

- (a) despite any other clause in the Contract, the Vendor may by written notice to the Purchaser extend the Settlement Date by such period not exceeding 60 Business Days as the Vendor shall elect in its absolute discretion to attempt to cause the caveat to be withdrawn, removed or lapsed from the Register; and
- (b) if the Vendor for whatever reason cannot cause the caveat to be withdrawn, removed or lapsed from the Register on or before the extended Settlement Date under sub-clause (a), the Contract will be deemed to have come to an end upon which so much of the Purchase Price that has been paid by the Purchaser will be refunded to the Purchaser and there will be no further claim under the Contract by either the Vendor or the Purchaser against the other at law or in equity.

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**13. CERTIFICATE OF CROWN LAND TITLE NOT CREATED AND REGISTERED ON THE CONTRACT DATE****13.1. APPLICATION**

If a certificate of Crown land title for the Land has not been created and registered as at the Contract Date, this clause shall apply to the Contract.

**13.2. VENDOR TO APPLY FOR CERTIFICATE OF CROWN LAND TITLE**

The Vendor will at the Vendor's expense as soon as practicable after the Contract Date, apply to the Registrar for the creation and registration of a separate certificate of Crown land title for the Land.

**13.3. MINOR ALTERATIONS**

The Purchaser must not unreasonably object to minor alterations to the area or boundaries of the Land shown on the relevant plan or the certificate of Crown land title as required by any third party whose consent or approval is required for the creation and registration of a certificate of Crown land title for the Land.

#### **13.4. PURCHASER TO ACCEPT TITLE**

The Purchaser must not refuse to accept title to the Land or make any claim for compensation for minor alterations to the area or boundaries of the Land shown on the relevant plan or the certificate of Crown land title.

#### **13.5. VENDOR TO NOTIFY CREATION AND REGISTRATION OF CERTIFICATE OF CROWN LAND TITLE**

The Vendor must send a notice notifying the Purchaser or the Purchaser's Conveyancer in writing within 5 Business Days of the creation and registration of a certificate of Crown land title for the Land.

#### **13.6. SETTLEMENT**

Settlement in terms of clause 5 is to take place on the later of:

- (a) 14 Business Days after the service of a notice under clause 13.5; or
- (b) the Settlement Date.

#### **13.7. TERMINATION OF CONTRACT**

If, prior to the Settlement Date:

- (a) a certificate of Crown land title for the Land in accordance with these Conditions has not been created and registered; or
- (b) the Vendor is unable for whatever reason to transfer title to the Land in accordance with these Conditions,

the Vendor shall repay to the Purchaser the Deposit and all other monies (if any) paid by the Purchaser to the Vendor under the Contract without deduction and on repayment, the Contract will cease to have effect and neither party will have any claim of any nature against the other.

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#### **14. CONNECTIONS TO SEWER**

If, at the Contract Date:

- (a) the Land is not connected to a sewer; and
- (b) the Vendor has not received a notice from a competent authority requiring the Land to be so connected,

and on or before the Settlement Date a competent authority issues to the Vendor a notice requiring the Land to be connected to a sewer, the Purchaser will be responsible for the payment of all costs and expenses payable to the competent authority or any other body in respect of that connection.

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#### **15. MISCELLANEOUS**

##### **15.1. NOTICES**

- (a) Any notice given or required to be given under this Contract or these Conditions must be in writing addressed as shown below:

- (i) if to the Vendor:

Address: Department of Planning, Lands and Heritage  
Locked Bag 2506  
PERTH WA 6001

Marked for the attention of the party set out in the Contract and if by fax at the fax number set out in the Contract;

- (ii) if to the Purchaser, to the Purchaser's address shown in the Contract (or to any other address specified by the Purchaser to the Department by notice). A notice served on the Purchaser's Conveyancer in accordance with this clause will be treated for all purposes as if the notice had been served on the Purchaser;
  - (iii) must be signed by the sender or an officer of, or under the common seal, of the sender or by the sender's authorised representative (as the case may be);
  - (iv) is to be regarded as being given by the sender and received by the addressee:
    - (A) if by delivery in person, when delivered to the addressee;
    - (B) if by post (which posting must be by pre-paid security post), 3 Business Days from and including the date of posting to the addressee; and
    - (C) if by facsimile transmission:
      - (1) on the date the notice or communication is transmitted in its entirety by a facsimile machine; and
      - (2) that facsimile machine produces a transmission report which indicates that the facsimile was sent in its entirety to the facsimile number of the addressee,but if the delivery or transmission by facsimile is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is to be regarded as being given at 9.00 am (addressee's time) on the next succeeding Business Day; and
  - (v) can be relied upon by the addressee, and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (b) Where the Purchaser comprises 2 or more persons or corporations, or any combination of the same, notice to either 1 person or to 1 corporation is deemed notice to all persons and corporations comprising the Purchaser.

## 15.2. GOVERNING LAW

These Conditions and the Contract are to be governed by and construed according to the laws of Western Australia.

## 15.3. MORATORIUM

Unless application is mandatory by law, a statute, proclamation, order, regulation or moratorium, present or future, is not to apply to the Contract or these Conditions so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise affect prejudicially rights, powers, privileges, remedies or discretions given or accruing to a party.

**15.4. SEVERABILITY**

If a condition, covenant or stipulation of these Conditions or of the Contract or the application of them to a person or circumstances is, or becomes, invalid or unenforceable the remaining covenants, conditions and stipulations are not to be affected by the invalidity or enforceability, and each covenant, condition and stipulation of these Conditions and the Contract will be valid and enforceable to the fullest extent permitted by law.

**15.5. ASSIGNMENT**

The Purchaser may not assign its rights under the Contract without the prior written consent of the Vendor, which consent may be withheld in the absolute discretion of the Vendor.

**15.6. WAIVER AND VARIATION**

A provision of, or a right created under, the Contract may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by all parties.

**15.7. FURTHER ASSURANCES**

The Vendor and the Purchaser agree to sign, execute and complete all further assurances and documents and to do all things reasonably required to complete the matters set out in, or contemplated by, these Conditions and the Contract.

**15.8. OBLIGATIONS SURVIVE SETTLEMENT**

Without limitation, to the extent that any obligations under the Contract and these Conditions have not been complied with on or before Settlement, those obligations survive Settlement and continue until complied with.

**15.9. LEGAL COSTS**

Subject always to clause 15.11, each party is to pay its own solicitor's costs in respect of the Contract and the completion of the Contract.

**15.10. DUTY**

The Purchaser is to pay all duties (including fines or penalties incurred as a result of the Purchaser's action or inaction) payable in relation to the Contract and the Transfer.

**15.11. DEFAULT COSTS AND EXPENSES**

The Purchaser shall on demand pay to the Vendor all monies, costs, charges and expenses incurred or expended by the Vendor under or in connection with or by reason of the breach or failure by the Purchaser to observe and perform any of the covenants or conditions on the part of the Purchaser in the Contract or by reason of or in relation to the exercise or attempted exercise by the Vendor of the rights, powers and authorities of the Vendor under the Contract together with interest on those monies at the Rate computed from the time of payment to but excluding the date of repayment or discharge of the liability.

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**16. GOODS AND SERVICES TAX**

**16.1. PURCHASER TO PAY GST**

The Purchaser must pay additional to the Purchase Price any GST payable by the Vendor in respect of a Taxable Supply made under this Contract. Where GST is payable, the Vendor shall provide to the Purchaser, if required by the Purchaser, a Tax Invoice in the format and form required as set out in the GST law.

**16.2. TAX INVOICE**

Where GST is payable, the Vendor shall provide to the Purchaser, if required by the Purchaser, a Tax Invoice in the format and form required as set out in the GST law.

**16.3. NOTIFICATION IS CONCLUSIVE**

A written notification given to the Purchaser by the Vendor of the amount of GST that the Vendor is liable to pay on a Taxable Supply made or to be made under this Contract is conclusive between the parties except in the case of an obvious error.

**16.4. IF NO GST LIABILITY**

Where the Vendor does not have a liability under the GST Act for GST for a supply under this Contract, the parties agree that the Purchase Price shall be exclusive of any amount in respect of GST.

**16.5. MARGIN SCHEME**

Where the Vendor has a liability for GST for a Taxable Supply under this Contract and the Vendor is entitled to use the Margin Scheme under the GST Act, if the Vendor and the Purchaser have agreed in writing that the Margin Scheme is to apply to calculate the GST liability prior to the making of the Taxable Supply then the Purchaser shall pay to the Vendor any GST on the Taxable Supply determined in accordance with the Margin Scheme in addition to the Purchase Price.

**16.6. THE PURCHASER MUST PAY GST AT SAME TIME**

The Purchaser must pay to the Vendor the amount of the GST that the Purchaser is liable to pay under this Contract:

- (a) at the same time; and
- (b) in the same manner,

as the Purchaser is obliged to pay for the Taxable Supply.

**16.7. TAX RULING**

- (a) If, at any time, the Vendor wishes to obtain a tax ruling from the Australian Taxation Office as to whether or not there is a liability for GST on the Vendor on the Taxable Supply pursuant to this Contract or as to whether or not the Vendor may adopt the Margin Scheme to calculate such GST liability, then the Vendor may (but shall not be obliged to) apply to the Australian Taxation Office for a tax ruling.
- (b) The application for the tax ruling will be made by the Vendor at its sole cost.
- (c) The Purchaser shall provide such assistance as the Vendor may reasonably require to obtain the tax ruling on the matter.
- (d) The Vendor shall not be obliged to accept the tax ruling.
- (e) If a tax ruling has not been obtained prior to the date on which the Purchaser is obliged to pay for the Taxable Supply, then the Purchaser shall pay to the Vendor the amount of GST appearing in the notification mentioned in clause 16.3, subject to a refund or a partial refund being made to the Purchaser if it is finally established that there is no liability for GST or that the Purchaser and the Vendor can validly adopt the Margin Scheme, respectively.

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**17. CONTAMINATION AND RELATED MATTERS****17.1. NO WARRANTY**

The Vendor makes no warranty:

- (a) as to the nature or extent to which the Land may be affected by any Contamination; and
- (b) that remediation works will not be required to be carried out by the Purchaser for any use which the Purchaser may make of the Land.

**17.2. MEMORIAL**

- (a) The Vendor may at its sole discretion lodge with the Registrar of Titles a memorial pursuant to section 17 of the LAA over the Land with a statement warning of any Contamination of the Land or other relevant factor as a hazard or other factor affecting, or likely to affect, the use or enjoyment of the Land.
- (b) The Purchaser's execution of this Contract evidences the Purchaser's acknowledgment and consent to any action by the Vendor in accordance with sub-clause (a) and may be relied upon as its consent for the purpose of lodging any such memorial, under section 17(1) of the LAA.

**17.3. NO COMPENSATION**

Without limiting anything in clause 9, the Purchaser agrees and acknowledges and accepts the Land in its present condition including without limitation the presence of any Contamination and shall not make or take any objection, requisition or claim for compensation, or rescind or terminate the Contract in relation to the presence of any Contamination in over or on the Land which is present at, or may become apparent after, Settlement.

**17.4. PURCHASER TO ASSUME ALL RESPONSIBILITY**

The Purchaser as owner of the Land must at its own cost and expense assume all responsibility for the presence of any Contamination found over, on or in the Land and must to the fullest extent permitted by the law assume all responsibility for:

- (a) compliance with all Environmental Laws;
- (b) the conduct and performance of any work required by any competent authority in respect of any Contamination or under any Environmental Laws; and
- (c) any legal, statutory or other liability under or in connection with or resulting from the presence of any Contamination over, on or in the Land.

**17.5. RELEASE AND INDEMNITY**

The Purchaser releases and indemnifies and will keep indemnified, the Minister and the Crown from and against all actions, claims, writs, proceedings, suits, demands, losses, damages, compensation, costs of remediation, legal costs, charges and expenses whatsoever which at any time may be brought, maintained or made against the Minister or the Crown arising from or relating to:

- (a) the state or condition of the Land;
- (b) any Contamination over, on or in the Land or emanating from the Land; or
- (c) both of the matters covered in sub-clauses (a) and (b).

**17.6. CLAUSE CONTINUANCE**

This clause and the matters binding it:

- (a) do not merge on Settlement; and
- (b) continue after Settlement.

- 10. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**
- 11. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN**
- 12. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY  
DECISION**
- 13. MATTERS BEHIND CLOSED DOORS**
- 14. CLOSURE OF THE MEETING**