



PD50.12 – Attachment 1

Site location map for shed behind Drabble House on City freehold land.



Our ref: 08-50124-1
SAT ref: DR 263 of 2011
Enquiries: Sally Grebe

City of Nedlands
PO BOX 9
NEDLANDS WA 6009

CITY OF NEDLANDS	
DIVISION	
Document #	
File #	22 MAR 2012
Redirect	
Action	
Enclosed	APR NBN OTHER

RECEIVED

Dear Sir

APPLICATION No. 08-50124-1 -Lot 404 Marine Parade, Swanbourne

Please be advised that as a result of a recent Application for Review by the State Administrative Tribunal, the development application for the abovementioned land has been allowed.

Accordingly, you are advised that all the conditions that form part of this decision are attached.

Yours faithfully

Neil Thomson
Secretary
Western Australian Planning Commission

13 March 2012

att

PD52.12 – Attachment 1

Letter with decision of the Western Australian Planning Commission relating to application by Naked Fig Pty Ltd dated 13 March 2012

1000 Hay Street (cnr Forrest Place), Perth, Western Australia 6000
Tel: (08) 9264 7566; TTY: (08) 9264 7535; Infoline: 1800 626 477
apc.wa.gov.au; web address: <http://www.wapc.wa.gov.au>
ABN 35 482 341 493

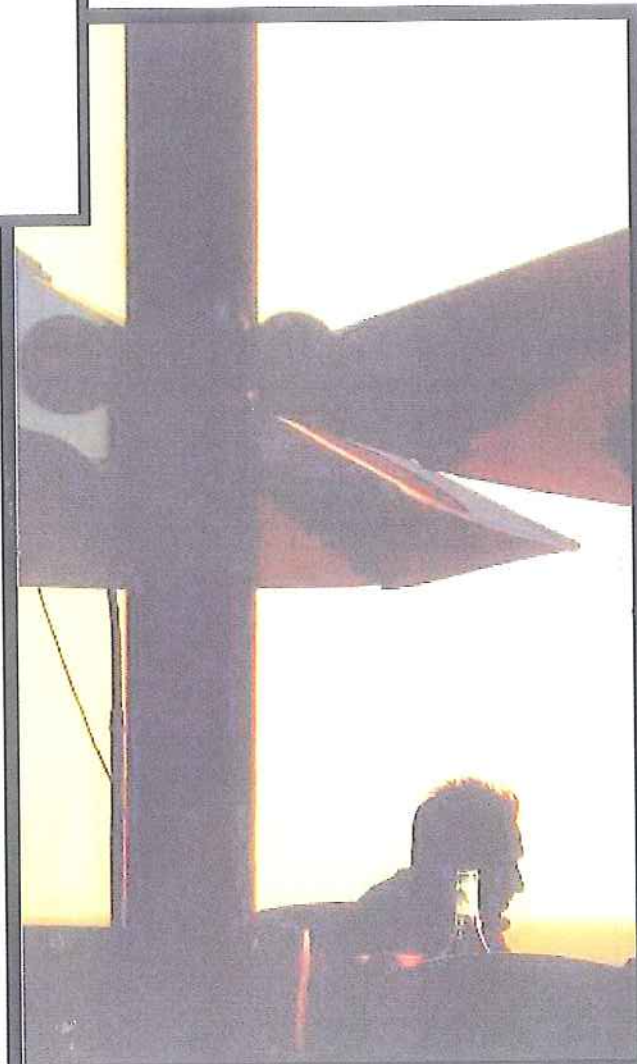
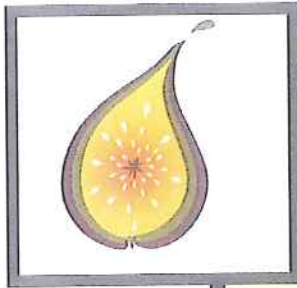
City of Nedlands - 22 Mar 2012

CONDITIONS:

1. This decision relates to the proposed development shown on Drawing No. SK1.01 date stamped 29 September 2010 by the Department of Planning, on behalf of the Western Australian Planning Commission.
2. Approved hours of operation of the cafe are as follows:
 - (a) Core hours:
 - (i) Sunday 7am to 10pm.
 - (ii) Monday to Thursday 7am to 10pm.
 - (iii) Friday and Saturday 7am to 12 midnight.
 - (iv) New Year's Eve 7am to 1am the following day.
 - (b) Extended hours
 - (i) Sunday 6:30am to 10pm.
 - (ii) Monday to Thursday 6:30am to 11pm.
 - (iii) Friday and Saturday 6:30am to 12 midnight.
 - (iv) New Year's Eve 6:30am to 1am the following day.
 - (c) If any substantiated complaints are received in respect to the extended hours, approval for the extended hours will be rescinded and the hours of operation will revert to the core hours.
3. The approved Noise Management Plan dated February 2012 must be implemented at all times during operation of the premises.
4. Commencement of the extended hours of operation granted under Condition 2 is not to occur until the bi-fold doors approved under this application have been constructed and are operational and the City of Nedlands has been notified and completed an inspection of the doors.

ADVICE NOTE:

With regard to condition 2, substantiation of complaints will be determined by City of Nedlands after an officer/s of the City has attended the site, and has verified that the approved Noise Management Plan dated February 2012 has not been complied with and/or any noise or disturbance arising from the cafe has exceeded noise levels regulated by the Environmental Protection (Noise) Regulations 1997.



The Naked Fig Cafe
Noise Management Plan
278 Marine Pde, Swanbourne
February 2012

PD52.12 – Attachment 2

The Naked Fig Cafe - Noise Management Plan 278
Marine Parade, Swanbourne February 2012

CONTENTS

Section	Page
INTRODUCTION	3
1 OPENING HOURS	3
2 STAFF INDUCTION	4
3 BI FOLD DOOR OPERATION.....	4
4 MODES OF OPERATION	4
The Naked Fig operates under one of five modes of operation at a time. These modes of operation ensure compliance with noise regulations and define noise levels and door configurations as set out below:.....	
5 MEASUREMENT OF SOUND LEVELS	8
6 STAFF PROCEDURE TO DOUBLE-CHECK COMPLIANCE AT 10PM WHEN AMPLIFIED MUSIC BEING PLAYED IN LOCATION 3.....	8
7 TYPES OF LIVE MUSIC ALLOWED.....	9
8 GROUP BOOKINGS.....	9
9 GENERAL SITE NOISE MANAGEMENT	10
10 FUTURE CHANGES	10



INTRODUCTION

The Naked Fig Cafe is a thriving community cafe that operates within a residential area. As such there are a set of noise management guidelines that must be adhered in order to comply with Environmental Protection (Noise) Regulations 1997.

This document sets out the requirements to be implemented by the cafe operator and their staff that will ensure compliance with noise regulations. Paragraphs 1 - 3 and 8 - 8 deal with general operating conditions of operation to ensure compliance

Paragraph 4 defines five modes of operation. Should the operator or staff be unsure of what is required it is suggested that they refer to the heading under the relevant mode, namely:

- Mode 0 No Live music, DJ or piped music
- Mode 1 Live music/ DJ location 1
- Mode 2 Live music / DJ location 2
- Mode 3 Live music/ DJ location 3
- Mode 4 Amplified "piped" music through in-house system only

Extensive noise modeling has been conducted by Herring Storer Acoustics to give surety that the cafe will comply with Environmental Protection (Noise) Regulations 1997 so long as the guidelines in this plan are followed. The noise levels are based on the Herring Storer Acoustics technical report reference number 13945-2-08197-04 dated 2 December 2011 .

1 OPENING HOURS

Table 1:

Approved opening hours of the cafe are:

i) Core hours:

- a) Sunday 7am to 10pm
- b) Monday to Thursday 7am to 10pm
- c) Friday and Saturday 7am to 12 midnight
- d) New Year's Eve 7am to 1am the following day.

ii) Extended hours

- a) Sunday 6.30am to 10pm
- b) Monday to Thursday 6.30am to 11pm
- c) Friday and Saturday 6.30am to 12 midnight
- d) New Year's Eve 6.30am to 1am the following day

iii) If any substantiated complaints are received in respect to the extended hours, approval for the extended hours will be rescinded and the hours of operation will revert to the core hours.



Advice Note 1: With regard to condition 2, substantiation of complaints will be determined by the City of Nedlands after an officer/s of the City has attended the site and has verified that the approved Noise Management Plan dated February 2012 has not been complied with and/or any noise or disturbance arising from the cafe has exceeded noise levels regulated by the Environmental Protection (Noise) Regulations 1997.

It is agreed that customers will be ushered out of the building at or before the closing time of the cafe.

No drinks orders are to be taken within 30 minutes of closing time and no food orders are to be taken within 60 minutes of closing time.

2 STAFF INDUCTION

As an integral part of staff induction, staff will be made aware of the requirements of this Noise Management Plan and what their responsibilities are to ensure that the Naked Fig complies with this Plan at all times.

3 BI FOLD DOOR OPERATION

There are four sets of bi-fold doors that will be utilised to ensure noise levels comply with noise regulations. The doors are designated as: *Northern, Middle, Southern* and *External*. Their locations are noted in Diagram 1. Doors are to be operated as indicated under the Modes of Operation in Paragraph 4 below.

4 MODES OF OPERATION

The Naked Fig operates under one of five modes of operation at a time. These modes of operation ensure compliance with noise regulations and define noise levels and door configurations as set out below:

4.1 Mode 0: No Live music, DJ or piped music

Table 4.1 details the requirements under conditions where no live music, DJ or piped music is present.



Table 4.1:

MODE 0: No Live Music, DJ or piped music		
Time of Day	Requirements	
	Doors	Sound level limit (LAS10)
7am - 10pm Mon-Sat OR 9am - 7pm Sun/Pub Hols	N/A	N/A
Other times	External bi fold doors closed (as defined in Diagram 1)	N/A

4.2 Mode 1: Live music/ DJ in Band Location 1

Table 4.2 details the requirements when live music/DJ is to occur in Band Location 1.

Table 4.2:

MODE 1: Live Music/DJ at Location 1		
Time of Day	Requirements	
	Doors	Sound level limit (LAS10)
7am - 10pm Mon-Sat OR 9am - 7pm Sun/Pub Hols	External bi fold doors closed (as defined in Diagram 1)	81 dB @ measurement location M1
Other times	NOT ALLOWED	

4.3 Mode 2: Live music/ DJ in Band Location 2

Table 4.3 details the requirements when live music/DJ is to occur in Band Location 2. Note additional requirements in Paragraph 7 below regarding entertainment type limitations at this location.



Table 4.3:

MODE 2: Live Music/DJ at Location 2		
Time of Day	Requirements	
	Doors	Sound level limit (LAS10)
7am - 10pm Mon-Sat OR 9am - 7pm Sun/Pub Hols	External bi fold doors closed (as defined in Diagram 1)	79 dB @ measurement location M2
Other times	NOT ALLOWED	

4.4 Mode 3: Live music/ DJ in Band Location 3

Table 4.4 details the requirements when live music/DJ to occur in Band Location 3. Note additional requirements in Paragraph 7 below regarding entertainment type limitations at this location.

Table 4.4:

MODE 3: Live Music/DJ at Location 3		
Time of Day	Requirements	
	Doors	Sound level limit (LAS10)
7am - 10pm Mon-Sat OR 9am - 7pm Sun/Pub Hols	External bi-fold doors closed (as defined in Diagram 1)	85 dB @ measurement location M3
Other times	External bi-fold doors closed (as defined in Diagram 1) Southern internal bi-folds must all be shut except for 2 middle northern section access doors	82 dB @ measurement location M3



4.5 Mode 4: Amplified "piped" music through in house system only

Amplified "piped" music or other sources shall pass only through the zoned in-house amplification system installed on the premises. Additional speakers are not to be used. The zoned system enables different areas of the cafe to have independent volume controls from other areas.

Internal speakers include all in-house speakers located in the area within the bi-fold doors.

External speakers include those servicing both the covered and uncovered outdoor areas.

Table 4.5 sets out limits of music levels that will ensure compliance with the noise regulations, however for patron comfort it is recommended that piped music levels do not exceed 70 dB(A) wherever patrons are located.

External speakers are to be turned off at 9.50pm each evening. Visual reminders are programmed into the POS screens that remind staff to turn off the outside speakers at 9.50pm.

Table 4.5:

MODE 4: Amplified "piped" music through in-house system only		
Time of Day	Requirements	
	Doors	Sound level limit (LAS10)
7am - 10pm Mon-Sat OR 9am - 7pm Sun/Pub Hols	All bi-folds open	Internal speakers: 82 dB @ measurement location M1 Internal speakers: 85 dB @ measurement location M3 External speakers: 79 dB @ measurement location M2
	All bi-folds closed	Internal speakers: 84e dB @ measurement location M1 Internal speakers: 87 dB @ measurement location M3 External speakers: 79 dB @ measurement location M2
Other times	All bi-folds open	Internal speakers Location 1: NOT ALLOWED Internal speakers: 80 dB @



		measurement location M3 External speakers: NOT ALLOWED
	All bi-folds closed	Internal speakers Location 1: NOT ALLOWED Internal speakers: 82 dB @ measurement location M3 External speakers: NOT ALLOWED

5 MEASUREMENT OF SOUND LEVELS

Sound measurements made by staff are to be with the in-house sound level meter. This meter has been verified against an officially calibrated meter. Duty managers of the cafe will be inducted in how to correctly measure the noise produced by the cafe and will include the following:

- Measurements will be made from pre-specified spots on the floor in front of each of the Band Locations 1, 2 and 3 with the measurement microphone and music / amplification pointing towards each other.
- The measurement is to be made over at least a one minute period that is representative of the music being played. Excluding noise from other sources (eg patrons, aircraft etc), the average maximum level should be obtained by watching the meter output. The dB(A) reading so obtained is to be compared against the limits set in Paragraph 4.

6 STAFF PROCEDURE TO DOUBLE-CHECK COMPLIANCE AT 10PM WHEN AMPLIFIED MUSIC BEING PLAYED IN LOCATION 3

At the commencement of any Large Group Booking , or at 10pm, a Cafe staff member will walk over to the neighbouring residence. If music is audible at the residence, then the following actions will be taken: either,

1. All panels to be closed on the southern doors; and/ or
2. The volume of the in-house system (and additional speakers, if present) will be turned down.

After carrying out the above, the audibility of the band/DJ will be re-checked and if band noise is still discernable, then:

1. The volume will be reduced further.



7 TYPES OF LIVE MUSIC ALLOWED

The type of live or DJ music to be played at the Naked Fig is to be background in nature where bass content from guitars, drums or other instruments is limited. Brass instruments, if played at all, must also be maintained as background rather than featured as soloists any time during a live music set.

Location Limitations

Location 1

Live or DJ entertainment may incorporate a pair of additional speakers in front of the live performance area and facing indoors.

Location 2

Live or DJ music must go through the in-house amplification system.

Location 3

Prior to 10 pm live or DJ entertainment may include a pair of additional speakers in front of the live entertainment area and facing indoors.

If live music is to be played after 10pm, there are a number of additional conditions that must be adhered to:

- bi-fold doors must be configured as stated in Table 4.4.
- Any amplified music must go through the in-house amplification system only. Musicians are not permitted to have any independent amplified speakers and additional monitoring (if required) can only be provided by way of ear pieces
- Singers and musicians must also be informed that their solos are to be background in nature so as not to add significantly to the unamplified sound in the venue. (eg opera, brass instrument solos etc are not permitted after 10pm)

7.1 Speeches

If speeches occurring on the Southern Roofed Deck area are to be amplified they are to utilise the in-house amplification system only. After 10pm speeches shall not be broadcast through the external speakers.

8 GROUP BOOKINGS

Large group bookings require management to ensure residents are not impacted by undue noise from the cafe. The measures that the cafe will put in place to manage the noise that may come from larger group bookings are:

- encouraging bookings to book shuttle buses from the cafe
- notifying customers that it is quiet residential area as they leave the building and monitoring to ensure that the noise is kept to a minimum
- Dispersing crowds of customers outside the premises and encouraging them to stay inside the building or leave the area quickly and quietly
- Ensuring amplified speeches only occur from Band Location 3 (see Diagram 1)
- Encouraging non amplified speeches to occur before 10pm



- Ensuring the external doors are closed whenever there are large group bookings located in the Southern Roofed Deck

9 GENERAL SITE NOISE MANAGEMENT

To ensure residents' amenity is maintained, delivery trucks will be directed to make deliveries at the following times:

Table 9:

Type	Time
Rubbish	After 8:00am
Bread	After 6:15am (Mon - Thur) After 7:15am (Fri - Sun but only Van)
Milk	After 8:00am
Fruit and Vegetables	After 9:00am

Prior to opening and closing times, any staff and or ancillary service persons shall operate quietly so as not to disturb residents

Glass recycling waste will only be transferred into the external bins between the hours of 9am and 9pm.

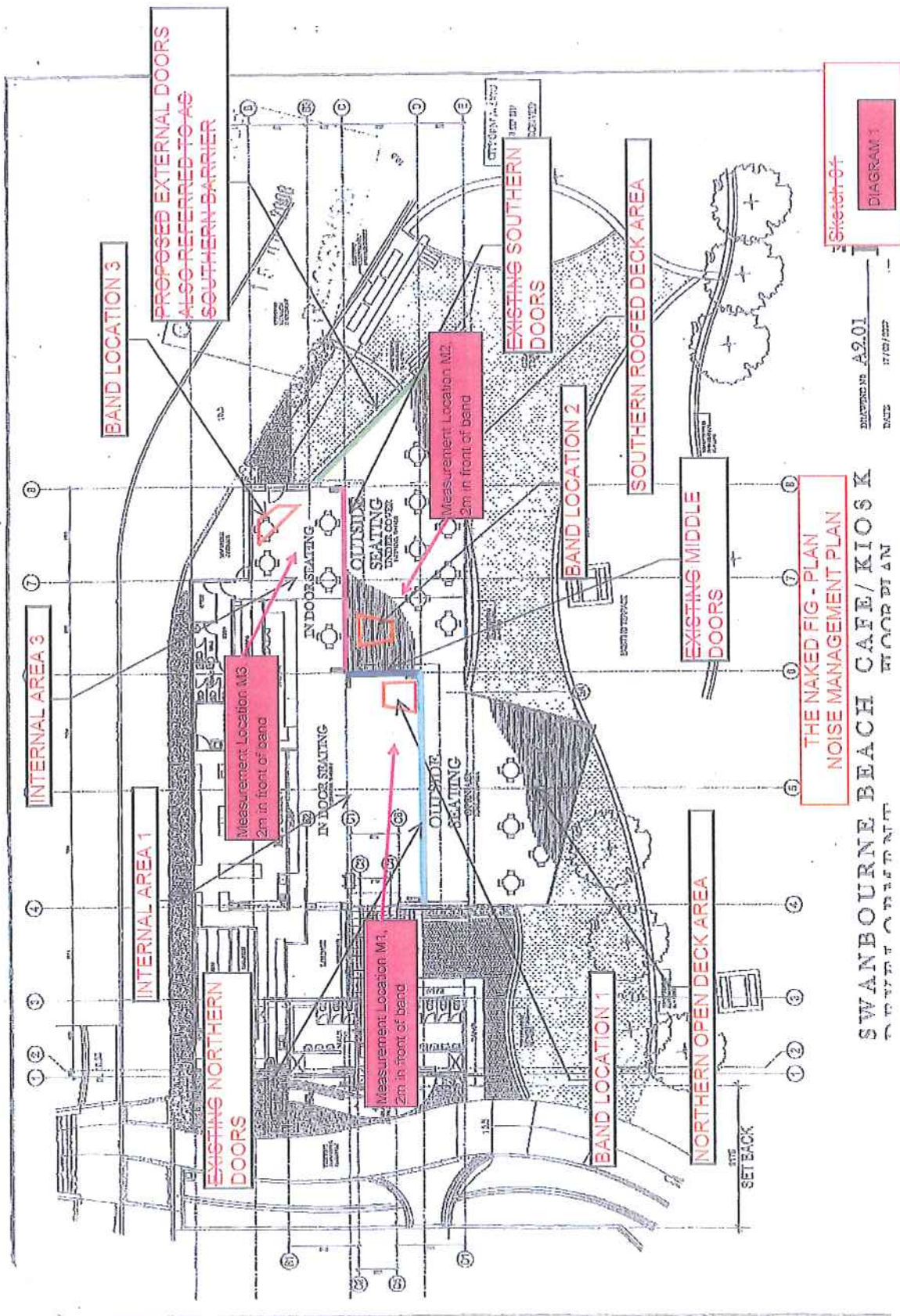
10 FUTURE CHANGES

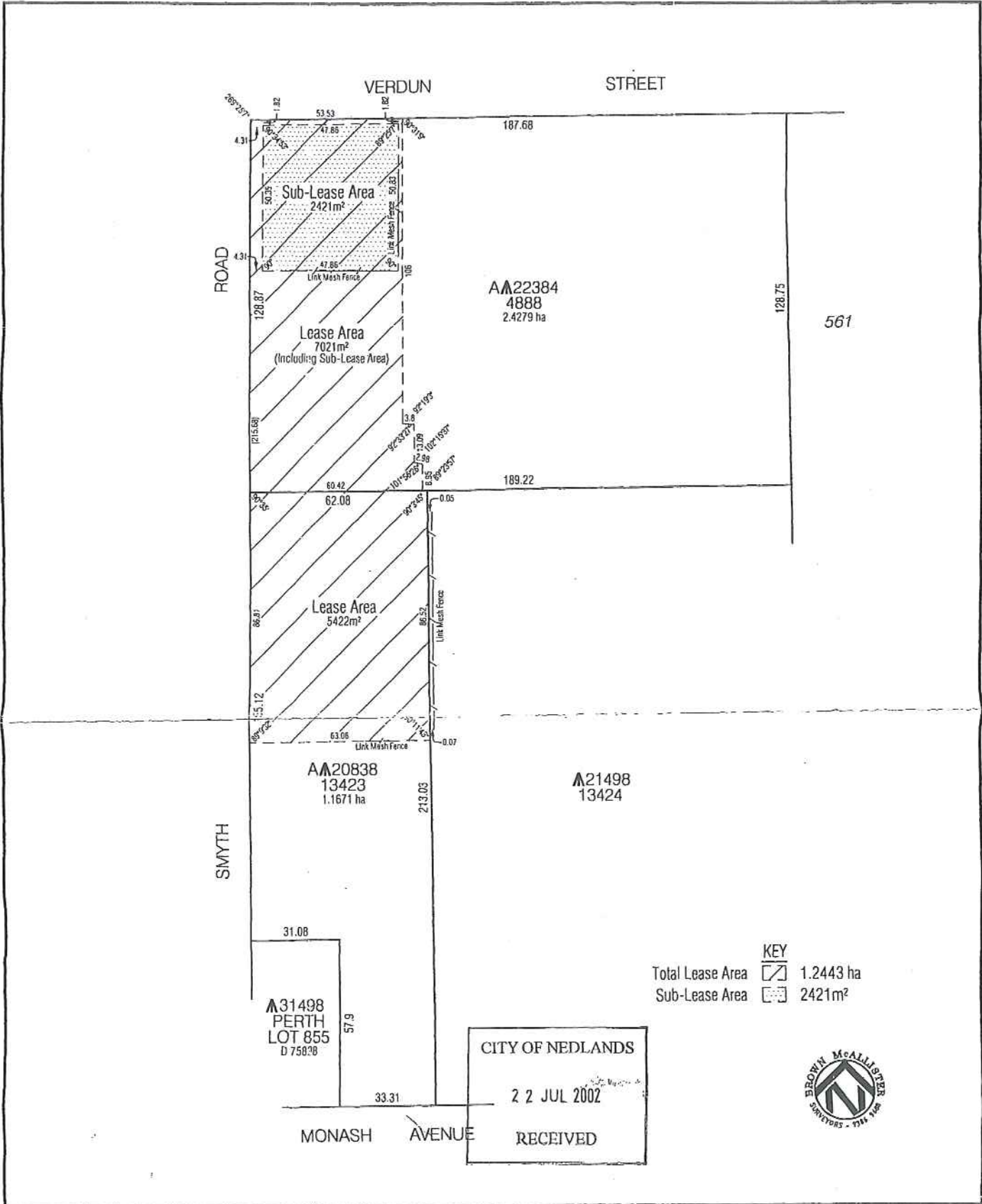
Complaints made to the Naked Fig shall be recorded and made available to the City of Nedlands on request.

A report on the operation and effectiveness of this Noise Management Plan shall be prepared by a recognised acoustic consultant on request of the City of Nedlands, and shall include verification of predicted noise levels.

In the event any significant changes are proposed to this Management Plan, the amended plan will be submitted to the City of Nedlands for assessment and approval (taking into account the requirements of the Development Approval condition relating to the Development).



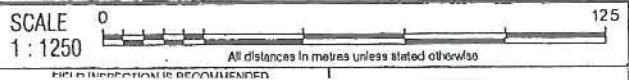




Brown McAllister (WA) Pty Ltd

LICENSED SURVEYORS LAND DEVELOPMENT, STRATA CONSULTANTS & ENGINEERING SURVEYORS
 43 Broadway, Nedlands, Western Australia, 6009
 Telephone (08) 9386 9688
 Facsimile (08) 9386 9677
 Email : mail@brownmcallister.com.au

A.B.N. 66 406 988 577



PD53.12 – Attachment 1

Deed of Sublease between the City of Sublease between the City, the Hollywood Subiaco Bowling Club Inc. and Larry Francis Foley and Andrew Jonathon Wilson dated 24 September 1997.

LEASE SURVEY OF
AA22384 LOC 4888 & AA20838 LOC 13423
SMYTH ROAD, NEDLANDS

Client City Of Nedlands

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 as amended

SUB-LEASE (SL)

LEASE NUMBER	DESCRIPTION OF LAND (NOTE 1)	EXTENT	VOLUME	FOLIO
Lease H712993	Part Swan Location 4888 described as Reserve 22384 on Land Administration Diagram 94320	Part	3044	825



70

ENCUMBRANCES (NOTE 2)

Nil

SUB-LESSOR (NOTE 3)

THE HOLLYWOOD SUBIACO BOWLING CLUB INC of Smyth Road, Nedlands

SUB-LESSEE (NOTE 4)

LARRY FRANCIS FOLEY of 17A Bellevue Terrace, Fremantle and ANDREW JONATHON WILSON of 40 Carnarvon Crescent, Coolbinia, as tenants in common in equal shares.

90

TERM OF SUB-LEASE (NOTE 5)

7 years 1 month, 11 days.

Commencing from ~~1st~~ day of July in the year 1997

13/5/02

90

THE SUB-LESSOR as the proprietor of the above LEASE HEREBY SUB-LEASES TO THE SUB-LESSEE the land above described subject to the encumbrances as shown hereon being the (Note 6) of the land in the said lease to be held by the Sub-Lessee for the above term at the clear yearly rental of (Note 7).

\$3,600.00

PAYMENT TERMS (NOTE 8)

Payable by monthly instalments in advance of \$300 on the first day of each calendar month in each year of the term commencing on 1 July 1997

\$2

THIS DEED made the 24th day of September 1997.

BETWEEN:

CITY OF NEDLANDS of 71 Stirling Highway, Nedlands in the State of Western Australia ("the City")

WESTERN AUSTRALIA STAMP DUTY
16-APR-98 001145716-001
DUP \$ ***** 2.00
D/S \$ *****89.60

AND

THE HOLLYWOOD SUBIACO)
BOWLING CLUB INC of Smyth Road,)
Hollywood in the said State)
("the Bowling Club"))

AND

LARRY FRANCIS FOLEY of 17A)
Bellevue Terrace, Fremantle and)
ANDREW JONATHON WILSON of)
40 Carnarvon Crescent, Coolbinia in the)
said State ("the Sub-Lessee"))

RECITALS:

- A The City has vested in it Reserves A20838 and A22384 pursuant to Vesting Order 7294/1996 made on the 6 July 1966 and 31 August 1955 respectively in trust for recreation purposes with power to lease the same for a period not exceeding twenty one (21) years is subject nevertheless to the consent of the Minister for Lands being given to the exercise of such power of leasing.
- B By lease dated 11 August 1983 ("the Lease") the City leased to the Bowling Club a portion of each of Reserves A20838 and A22384 more particularly described in the Lease ("the demised premises").
- C Subject to the approval of the Minister for Lands being granted the Bowling Club has agreed to sub-lease to the Sub-Lessee the portion of the demised premises described in Item 1 of the schedule ("the Premises") and the City has consented to such Sub-Lease.

- D The parties enter into this Deed to confirm the terms of the sub-lease and to make a variation to the Lease.

OPERATIVE PART:

- 1 Subject to the approval in writing of the Minister for Lands and all other necessary consents and approvals (if any) the Bowling Club HEREBY SUB-LEASES unto the Sub-Lessee and the Sub-Lessee takes on lease from the Bowling Club the Premises for the term commencing on the commencement date specified in Item 2 of the Schedule and expiring on the expiry date specified in Item 2 of Schedule ("the term") at the annual rental of three thousand six hundred dollar (\$3,600.00) payable in equal monthly installments of three hundred dollars (\$300.00) in advance on the first day of each calendar month and subject to and upon the covenants conditions and stipulations contained herein.

2 **SUB-LESSEES COVENANTS**

The Lessee to the intent that the obligations continue through the term HEREBY COVENANTS with the City and the Bowling Club as follows:

2.1 RENT

To pay to the Bowling Club the reserved rent in advance at the times and in the manner aforesaid clear of any deductions whatsoever;

2.2 USE

To use the Premises solely for purposes reasonably associated with or incidental to the playing of the sport of volleyball, unless the prior written consent of the City and the Bowling Club is given to any other proposed use.

2.3 OUTGOINGS

2.3.1 To pay to the Bowling Club or as the Bowling Club may from time to time direct any increase in outgoings in respect of the Premises, due to the use of the Premises by the Sub-Lessee.

2.3.2 Any increase in outgoings referred to in this sub-clause shall be determined by agreement between the Bowling Club and the Sub-Lessee, but failing such agreement, any increase will be determined by the City, which determination shall be final.

2.4 MAINTENANCE AND REPAIR

To maintain the Premises in a clean and tidy condition to the satisfaction of the Bowling Club, and in good and tenable repair, fair wear and tear, damage by fire, storm or tempest excepted, provided however that the maintenance required pursuant to this clause does not require the Sub-Lessee to undertake any capital works.

2.5 COMPLIANCE WITH LEGISLATION NOTICES AND RULES OF BOWLING CLUB

2.5.1 To comply with and obey the provisions of and all lawful and valid regulations, notices and orders and by-laws which may from time to time be made or given with respect to or affecting the Premises or any part thereof or the use or occupancy thereof under the provisions of any Act (Federal or State) now or hereafter in force or any other statute or order regulation or by-law made or given by any competent authority or person;

2.5.2 To comply with all rules of the Bowling Club made from time to time, insofar as they affect the Premises.

2.6 ALTERATIONS AND ADDITIONS

Not to make any alteration or addition to the Premises without the previous written consent of the City and the Bowling Club which shall not be unreasonably withheld. All permitted alterations or additions shall be made, completed and carried out to the reasonable satisfaction, of and the materials used therein shall be reasonably approved by, the City.

2.7 SIGNS

Not to affix or exhibit or permit to be affixed or exhibited to or upon any part of the Premises any offensive placard, poster, sign, board or other advertisement;

2.8 INSURANCE

To insure and keep insured in an insurance office approved by the Bowling Club in the joint names of the Bowling Club and the Sub-Lessee for their respective rights and interests or claims based on what is commonly known as "Public Liability Insurance" or "Public Risk Insurance" so as in particular to insure the Bowling Club against all claims which may be made against the Bowling Club by any person arising out of any defect in the Premises or which would cause or might cause any claim or damages against the Bowling Club by any third party which insurance shall be any amount of not less than Five Million Dollars (\$5,000,000.00) and if required by the Bowling Club the Sub-Lessee will deliver such policy of insurance to the Bowling Club forthwith and will pay the premiums therefore and will deliver the receipts for payment thereof to the Bowling Club at least three (3) days prior to the date of renewal appointed in such policies;

2.9 ASSIGNMENT

Not to assign, mortgage, sub-let or part with possession of the Premises or any part thereof without the written consent of the Bowling Club, the City and of the Minister for Lands first had and obtained and it is hereby expressly agreed that the provisions of Section 80 and 82 of the Property Law Act 1969 are excluded from and shall not apply to this lease.

2.10 ACCESS

To permit all authorised officers of the City and the Bowling Club to have access to the Premises at all reasonable times for the following purposes or any of them:

- (a) to inspect and view the same;

- (b) to do or cause to be done all such matters and things as are necessary in order to rectify any breach by the Sub-Lessee of any of the terms, conditions, covenants and agreements on its part herein contained (without the City or the Bowling Club being under any obligation to do so and without prejudice to the City's or the Bowling Club's other rights powers remedies or discretions) and all costs and expenses incurred by the City or the Bowling Club resulting from such breach (including the wages, fees and remuneration of any workmen, servants, agents, solicitors, surveyors or architects employed or engaged in respect thereto) together with interest thereon from the respective dates upon which such costs and expenses were incurred shall be a debt due and payable by the Sub-Lessee to the City or the Bowling Club, as the case may be upon demand;
- (c) to execute any works or improvements to the Premises or any neighbouring property but so as not to interfere unreasonably with the Sub-Lessee except insofar as that cannot be avoided in complying with the proper requisition of a competent authority;

2.11 NUISANCE

Not to make do or suffer upon the Premises any act matter or thing that may be or become a nuisance or annoyance to the Bowling Club, the City or to the owners or occupiers of property in the neighbourhood;

2.12 YIELDING UP PREMISES AND REINSTATEMENT

Upon the expiration or sooner determination of the term, to:

- (a) Remove all sand, nets and any other equipment, improvement or thing brought onto or erected upon the Premises by the Sub-Lessee;
- (b) Yield up the Premises and any improvements thereon and all fixtures and fittings (if any) in good and tenantable repair and condition in

accordance with the covenants on the part of the Sub-Lessee herein contained.

2.13 COSTS

To pay the costs (including the City's solicitors instruction fee) of and incidental to the preparation (including the costs of the preparation of preliminary drafts if any) execution and stamping of this deed and all necessary copies and the costs and expenses of and incidental to obtaining any necessary consent and all costs charges and expenses (including the costs charges and expenses of any solicitor surveyor or valuer) incurred by the Bowling Club for the purpose of and incidental to the preparation and service of a Notice pursuant to Section 81 of the Property Law Act 1969 requiring the Sub-lessee to remedy a breach of any of the covenants herein and notwithstanding that forfeiture for such breach may be avoided otherwise than by relief granted by a Court.

3. BOWLING CLUB'S COVENANTS

The City HEREBY COVENANTS with the Lessee:

3.1 QUIET ENJOYMENT

Subject to the Sub-Lessee duly paying the rent hereby reserved and observing and performing the covenants agreements stipulations conditions on its part hereon contained or implied the Sub-lessee shall peaceably hold and enjoy the Premises through the term without any interruption by the Bowling Club or any person rightfully claiming under or in trust for the Bowling Club.

4. MUTUAL COVENANTS

IT IS MUTUALLY COVENANTED AND AGREED by the Bowling Club and Sub-Lessee as follows:

4.1 DEFAULT

If the rent hereby reserved or any part thereof shall at any time be in arrears or unpaid for the space of twenty-eight (28) days although no formal or legal

demand shall have been made for payment thereof or in case of any breach or non-observance of any of the covenants expressed or implied in this Lease on the part of the Sub-Lessee to be performed and observed shall not be performed or observed to the satisfaction of the Bowling Club then and in any such case it shall be lawful for the Bowling Club to determine this Sub-Lease and to re-enter and take possession of the Premises or any part thereof in the name of the whole and to re-possess and enjoy the same as of its former estate but without releasing the Sub-Lessee from liability for rent accrued after such determination or breach of covenant.

4.2 ESSENTIAL TERMS

It is expressly agreed and declared that the covenants by the Sub-Lessee contained in clause 2.1 to pay the rent at the time and in the manner provided, clause 2.8 (Insurance), and clause 2.9 restricting the right to sub-let, assign, transfer or part with possession of the Premises are essential terms of this Sub-Lease and the breach, non-observance or non-performance of any one or more of such terms shall be deemed to be a fundamental breach of the provisions of this Sub-Lease on the part of the Sub-Lessee and without prejudice to any other right or remedy of the Bowling Club herein contained or implied at law or in equity. The parties further agree that a breach of any such clause causing the determination of this Sub-Lease by the Bowling Club pursuant to clause 4.1 hereof shall entitle the Bowling Club to recover from the Sub-Lessee as and by way of liquidated damages for such breach the aggregate of the rent and other moneys which would have been payable by the Sub-Lessee for the residue of the term after such determination less the aggregate of the rent and other moneys which the Bowling Club using all reasonable endeavours shall attain by re-letting the Premises for the residue of the term after such determination.

4.4 CONSENTS

This Lease is entered into subject to all consents as may be necessary under the provisions of the Local Government Act 1995, the Land Act 1933 and any other Act or Acts.

4.5 NOTICES

That any notice hereunder may be served by posting the same in a registered letter addressed to any party hereto at the address hereinbefore appearing or the last known address and the production of the receipt of the Post Office for such registered letter shall be conclusive proof of the service in due course of post or any notice so sent.

5 CITY'S CONSENT

The City consents to this Sub-lease of the Premises by the Bowling Club to the Sub-Lessee.

6 INTERPRETATION

In this deed unless the context otherwise requires:

- (a) Headings have been inserted for guidance only and shall be deemed not to form part of the context.
- (b) A reference to an act or any section thereof shall include any amendment or re-enactment thereof for the time being enforced.
- (c) "By-law" includes all by-laws and regulations here to for or hereafter made or issued under any present or future act of Parliament (Federal or State) and also every requisition hereafter made or issued under any such by-law or regulation and/or any such act.
- (d) "Bowling Club" shall mean and include its successor's in title and permitted transferees and assigns.
- (e) "Sub-lessee" means and includes each of the persons being the Sub-lessee jointly and severally and each of their personal representatives and assigns.

7 VARIATION OF LEASE

The City and the Bowling Club HEREBY JOINTLY COVENANT AND AGREE to vary the terms of the Lease by adding the following words to sub.cl.2(e) of the Lease immediately following the word "Clubhouse"

“, without the prior written approval of the City first being obtained”

SCHEDULE

Item 1

PREMISES

That portion of Reserve 22384 ^{hatched} ~~shown outlined in red~~ on the annexure hereto, commonly known as Green "A" of the Hollywood Subiaco Bowling Club.

Item 2

TERM

Commencement Date: 1 July 1997

Expiry Date: 11 August 2004, or the sooner determination of the Lease dated 11 August 1993 between the Bowling Club and the City.

EXECUTED by the parties as a deed

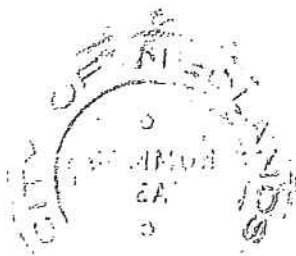
THE COMMON SEAL of the CITY OF)
NEDLANDS was hereunto affixed by)
authority of a resolution of the Council in)
the presence of:)



MAYOR



CHIEF EXECUTIVE OFFICER



SEAL NO 5

THE COMMON SEAL of the THE)
HOLLYWOOD BOWLING CLUB)
was hereunto affixed in accordance with its)
rules in the presence of:)



[Signature]
OFFICE HOLDER

[Signature]
OFFICE HOLDER

SIGNED by the said LARRY FRANCIS)
FOLEY in the presence of:)

[Signature]

Witness sign: R. matches
Print name: RUTH MATCHES
Address: 6/36 BAGOT RD SUBIACO
Occupation: RETIRED

SIGNED by the said ANDREW)
JONATHON WILSON in the presence of:)

[Signature]

Witness sign: J. Hill
Print name: TERESA HILL
Address: 25 KERSHAW ST. SUBIACO
Occupation: MANAGER

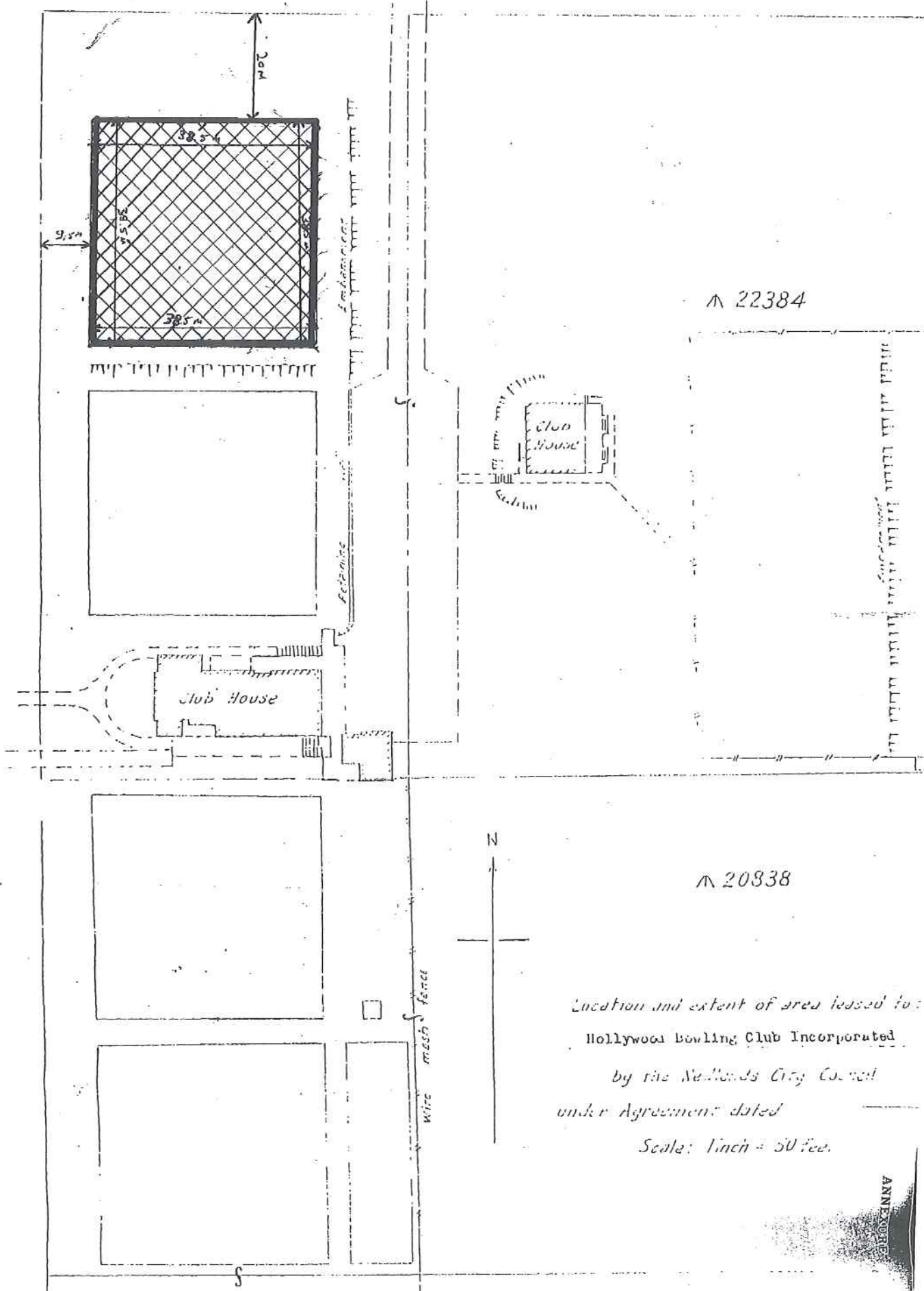
Approved under Section 46.....
of the Land Administration Act 1997 by
authority of the Minister for Lands.

Signed [Signature]
Title PROJECT OFFICER
METROPOLITAN REGION

VERDUN STREET

SMYTH ROAD

SMYTH ROAD



22384

20838

Location and extent of area leased for
 Hollywood Bowling Club Incorporated
 by the Westlands City Council
 under Agreement dated
 Scale: 1 inch = 50 feet.

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page...".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Duplicate Lease to be produced.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title/Crown Land Title to be stated. If part, define by recital and/or sketch.
The Certificate of Title/Crown Land Title Volume and Folio number to be stated.
2. **ENCUMBRANCES**
Any encumbrance against the Lease to be identified by nature and number, if none show NIL.
3. **SUB-LESSOR**
State the full name of the Sub-Lessor/Sub-Lessors (Lessee as shown in Lease) and the address/addresses to which future notices can be sent.
4. **SUB-LESSEE**
State full name of the Sub-Lessee/Sub-Lesseees and the address/addresses to which future notices can be sent.
5. **TERM OF LEASE**
Term of Sub-Lease must be less than Head Lease. Term to be stated in years, months and days or as the case may be and commencement day of Sub-Lease to be shown.
6. State whole or part of land in Head Lease.
7. State amount of yearly rental in words.
8. **PAYMENT TERMS**
State terms of payment. Eg, by instalments of \$.... payable on theday of each month/the months of In each year, commencing with a payment of \$.... on or before the day of/execution of this sub-lease by the Sub-Lessee.
9. Insert any Covenants required.
10. **SUB-LESSOR/SUB-LESSEE EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

Office Use Only

DUPLICATE



H 712994 SL

04 Apr, 2001 12:33:59 Perth

SUB-LEASE (SL)

LODGED BY McLeod & Co

ADDRESS 220-222 Stirling Highway
CLAREMONT WA 6010

PHONE No. 9383 3133

FAX No. 9385 2693

REFERENCE No. A20 8411

ISSUING BOX No. 346K

PREPARED BY McLeod & Co

ADDRESS 220-222 Stirling Highway
CLAREMONT WA 6010

PHONE No. 9383 3133

FAX No. 9385 2693

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

②²

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. Nil fees	Received Items
2. Reg 6A TLA	Nos. 2
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

P. BOX 346K

