



Meeting attachments

Part 1

Ordinary Meeting of Council

Wednesday 22 June 2022 6pm



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FPOL2206-5 MEETING PROCEDURES POLICY REVIEW

ATTACHMENT 1 – Meeting Procedures Policy

Part 1 - Definitions

In these meeting procedures, unless the context requires otherwise –

Absolute majority has the meaning given to it in the Act;

Act means the *Local Government Act 1995*;

Amendment means a change to a motion that does not negate the original motion or the intent of the original motion;

CEO means the Chief Executive Officer or Acting Chief Executive Officer for the City;

City means the City of Fremantle;

Clause means a clause of these meeting procedures;

Committee means a committee of council (established under section 5.8 of the Act);

Council means council of the City;

Councillor has the same meaning as is given to it in the Act;

Department means the state department responsible for administering the Act;

Deputy Mayor means the deputy mayor of the City;

Elected member means Councillor or Mayor of the

City; **Employee** has the same meaning as is given to it

in the Act; **Mayor** means the mayor of the City;

Meeting means a meeting of council or of a committee, or an electors' meeting, as the context requires;

Member has the same meaning as given to it in the Act;

Minister means the Minister responsible for administering the Act;

Presiding member means -

(a) in respect of council, the person presiding under section 5.6 of the Act, and

(b) in respect of committee, the person presiding under sections 5.12, 5.13 and 5.14 of the Act;

Procedural motion means a motion that relates to how the meeting is conducted.

Regulations means the *Local Government (Administration) Regulations 1996*;

Rules of Conduct Regulations means the *Local Government (Rules of Conduct) Regulations 2007*;

Simple majority means more than 50% of the members present and voting;

Special majority has the same meaning as is given to it in the Act; and

Substantive motion means an original motion/recommendation relating to the business of the meeting, or an original motion as amended, but does not include a revocation or amendment motion or a procedural motion.



Part 2 - Meetings of council

2.1 Ordinary and special council meetings

- (1) Ordinary and special council meetings are dealt with in the Act (s5.3).

2.2 Calling council meetings

- (1) The calling of council meetings is dealt with in the Act (s5.4).

2.3 Convening council meetings

- (1) The convening of a council meeting is dealt with in the Act (s5.5)
- (2) Subject to subclause (3), the CEO is to give at least 72 hours' notice, for the purposes of section 5.5 of the Act, in convening a special meeting of council.
- (3) Where, in the opinion of the Mayor or at least 1/3 of the members, there is a need to meet urgently, the CEO may give a lesser period of notice of a special council meeting.

2.4 Calling committee meetings

- (1) A meeting of a committee is to be held –
 - (a) if called for in a verbal or written request to the CEO by the Mayor or the presiding member of the committee, advising the date and purpose of the proposed meeting;
 - (b) if called for by at least 1/3 of the members of the committee in a notice to the CEO, setting out the date and purpose of the proposed meeting;
 - (c) in accordance with a decision of council or committee; or
 - (d) if called for by the CEO in a notice to elected members advising of the date and purpose of the proposed meeting.

2.5 Public notice of meetings

- (1) Public notice of meetings is dealt with in the Regulations (r12)

Part 2A – Electronic Meetings of council

Meetings of council may be attended and or held electronically in accordance with the Local Government (Administration) Regulations 1996. The following guide applies primarily when electronic meetings are held. However elected members will be expected to follow the appropriate provisions of the guide when attending a public meeting electronically.

1. Format for electronic meetings

- (a) The Mayor is to determine the electronic meeting method and is to notify the CEO of this in writing, in accordance with regulations 14D (3) & (4).
- (b) Notice of the electronic meeting is to be provided on the City's website.
- (c) Meetings that are ordinarily open to the public will be live Streamed.

Once printed this document becomes uncontrolled.



2. Public questions time

- (a) Meetings that are ordinarily open to the public will include a time for public questions and statements.
 - (i) Members of the public are invited to submit questions or statements in writing to the City prior to 1pm on the day of the meeting at which they would like them to be raised.
 - (ii) Questions / statements are to be submitted to the City in a format as specified by the Chief Executive Officer.
 - (iii) Questions / statements at Council Meetings can relate to any matter affecting the City.
 - (iv) Questions / statements at Special Council Meetings and Committee meetings must relate to items on the agenda for that meeting.
 - (v) You will be required to attend the meeting electronically to ask a question or make a statement.
 - (vi) Responses to questions will be provided in the next relevant meeting Agenda.

3. Conflicts of interest

- (a) Elected Members must complete disclosure of interest forms and submit via email, to the Agendas and Minutes Team, by 3pm on the day of the meeting.

4. Procedures for elected members

- (a) before leaving the electronic meeting an elected member is to raise their hand or indicate in the 'chat' facility of the meeting, wait for verbal acknowledgement from the Presiding Member.
- (b) Elected members who have disclosed an interest in an item and cannot vote must leave the electronic meeting in the same manner as set out in (a) above. The Presiding Member will verbally confirm that the Elected Member has disclosed a financial or proximity interest in the item and cannot participate in the discussion and / or vote and has left the videoconference for the item.
- (c) When returning to the electronic meeting, elected members must wait for the Presiding Member to acknowledge their return, by verbally confirming that the elected member has returned to the electronic meeting.
- (d) Elected Members must raise their hand or indicate in the 'chat' facility of the meeting and wait for verbal acknowledgement by the Presiding Member if they wish to:
 - (i) request to speak on an item
 - (ii) move, second or vote on an item

5. Matters behind closed doors

- (a) Council may pass a motion to go behind closed doors. When this occurs any broadcasting of the meeting will cease.
-



Part 3 - Presiding member and quorum

3.1 Who presides

- (1) Who presides at a council meeting is dealt with in the Act (s5.6).

3.2 When the Deputy Mayor can act

- (1) When the Deputy Mayor can act is dealt with in the Act (s5.34).

3.3 Who acts if no Mayor

- (1) Who acts if there is no Mayor is dealt with in the Act (s5.35).

3.4 Election of presiding members of committees

- (1) The election of presiding members of committees is dealt with in the Act (s5.12).

3.5 Election of deputy presiding members of committees

- (1) The election of deputy presiding members of committees is dealt with in the Act (s.5.12)

3.6 Functions of deputy presiding members

- (1) The functions of deputy presiding members are dealt with in the Act (s5.13).

3.7 Who acts if no presiding member

- (1) Who acts if no presiding member is dealt with in the Act (s5.14).

3.8 Quorum for meetings

- (1) The quorum for meetings is dealt with in the Act (s5.19).

3.9 Reduction of quorum for council meetings

- (1) The power of the Minister to reduce the number for a quorum and certain majorities is dealt with in the Act (s5.7).

3.10 Reduction of quorum for committee meetings

- (1) The reduction of a quorum for committee meetings is dealt with in the Act (s5.15)

3.11 Procedure where no quorum to begin a meeting

- (1) The procedure where there is no quorum to begin a meeting is dealt with in the Regulations (r8).

3.12 Procedure where quorum not present during a meeting

- (1) If at any time during a meeting a quorum is not present –
- (a) the presiding member is immediately to suspend the proceedings of the meeting for a period of up to 15 minutes;
 - (b) if a quorum is not present at the expiry of the suspension period under subclause (a), the presiding member may either adjourn the meeting to some future time or date or may extend the suspension period for a further period of 30 minutes; and
 - (c) if a quorum is not present at the expiry of the extended period of suspension under subclause (b), the presiding member is to adjourn the meeting to a later time on the same day or to another day.



3.13 Names to be recorded

- (1) At any meeting –
 - (a) at which there is not a quorum present to begin the meeting; or
 - (b) which is adjourned for want of a quorum,

the names of the members then present are to be recorded in the minutes.

Part 4 - Business of a meeting

4.1 Business to be specified

- (1) No business is to be transacted at any ordinary meeting of council other than that specified in the agenda, except as permitted in accordance with these meeting procedures.
- (2) No business is to be transacted at a special meeting of council other than that given in the notice of the meeting as the purpose of the meeting.
- (3) No business is to be transacted at a committee meeting other than that specified in the agenda, or in the notice of the meeting as the purpose of the meeting, except as permitted in accordance with these meeting procedures.
- (4) Where a council meeting is adjourned to the next ordinary meeting of council, the business unresolved at the meeting that is adjourned is to be given precedence at that ordinary meeting.
- (5) Where a committee meeting is adjourned to the next ordinary committee meeting, the business unresolved at the meeting that is adjourned is to be given precedence at that ordinary meeting.
- (6) Where a council or committee meeting is adjourned to a meeting not described in subclause (4) or (5), no business is to be transacted at that later meeting other than that-
 - (a) specified in the notice of the meeting that is adjourned; and
 - (b) which remains unresolved.

4.2 Order of business

- (1) Ordinary Meeting of Council

Unless otherwise decided by the presiding member, the order of business at any Ordinary Meeting of Council is to be as follows:



1. **Official opening, welcome and acknowledgement**
2. **Attendance, apologies and leaves of absence**
 - 2.1 attendance
 - 2.2 apologies
 - 2.3 approved leave of absence
3. **Applications for leave of absence**
4. **Disclosures of interests**
 - 4.1 financial
 - 4.2 proximity
 - 4.3 impartiality
5. **Responses to previous questions taken on notice**
6. **Public question time**
7. **Petitions**
8. **Deputations**
 - 8.2 special deputations
 - 8.3 presentations
9. **Confirmation of minutes**
10. **Elected member communication**
11. **Reports and recommendations from committees**
12. **Reports and recommendations from officers**
13. **Motions of which previous notice has been given**
14. **Urgent business**
15. **Late items**
16. **Confidential business**
17. **Closure**

(2) Committee Meeting

Unless otherwise decided by the presiding member, the order of business at any Committee Meeting is to be as follows:



1. **Official opening, welcome and acknowledgement**
2. **Attendance, apologies and leaves of absence**
 - 2.1 attendance
 - 2.2 apologies
 - 2.3 approved leave of absence
3. **Disclosures of interests**
 - 3.1 financial
 - 3.2 proximity
 - 3.3 impartiality
4. **Responses to previous questions taken on notice**
5. **Public question time**
6. **Petitions**
7. **Deputations**
 - 7.1 special deputations
 - 7.2 presentations
8. **Confirmation of minutes**
9. **Elected member communication**
10. **Reports and recommendations**
11. **Motions of which previous notice has been given**
12. **Urgent business**
13. **Late items**
14. **Confidential business**
15. **Closure**

4.3 Notices of motions

- (1) Unless the Act, Regulations or this policy otherwise provide, a member may raise at a meeting such business of the City as they consider appropriate, in the form of a motion, of which notice has been given in writing to the CEO.
- (2) A notice of motion under subclause (1) is to be given at least 7 working days before the meeting at which the motion is moved.
- (3) A notice of motion must relate to the good government for persons in the district.
- (4) The CEO –
 - (a) with the concurrence of the Mayor, may propose, for determination by the meeting at which it is to be considered, the dismissal of any notice of motion that they consider to be out of order, or irrelevant, for the purposes of these meeting procedures; and
 - (b) may propose, for determination by the meeting at which it is to be considered, such amendments to the form, but not the substance, as will bring the motion into due form.
- (5) A motion is not out of order because the content involved is considered to be objectionable.
- (6) A motion is to lapse unless –
 - (a) the member who gave notice of it, or some other member authorised by them in writing, moves the motion when called on; or
 - (b) council or committee on a motion agrees to defer consideration of the motion to a later stage or date.



- (7) A motion **is to be** presented in the first instance to ~~an ordinary meeting of council, is to be referred to~~ the appropriate committee for consideration before final determination by council.
- (a) **Unless** the presiding member ~~may determine~~ **has approved** that the ~~notice of motion may to~~ be presented directly to council ~~if they consider the subject of the motion to be time sensitive.~~

4.4 New business of an urgent nature

- (1) In cases of extreme urgency or other special circumstances, matters may, on a motion that is carried by the meeting, be raised without notice and decided by the meeting.
- (2) In subclause (1), “cases of extreme urgency or other special circumstances” means matters –
- (a) that have arisen after the preparation of the agenda that are considered by the meeting to be of such importance and urgency that they are unable to be dealt with administratively by the City and must be considered and dealt with by council before the next meeting; and
- (b) that, if not dealt with at the meeting, are likely to –
- (i) have a significant adverse effect (financially or otherwise) on the City; or
- (ii) result in a contravention of a written law.
- (3) Before debate begins on a matter under this clause that is not the subject of a written employee report to the meeting –
- (a) the presiding member is to ask the CEO to give; and
- (b) the CEO, or the CEO’s nominee, is to give,
- a verbal report to the meeting.
- (4) The minutes of the meeting are to include –
- (a) a summary of the verbal report and any recommendations of the CEO or the CEO’s nominee; and
- (b) the reasons for any decision made at the meeting that is significantly different from any recommendations of the CEO or the CEO’s nominee.

4.5 Late items

- (1) In cases, where information is received after the finalisation of an agenda, that is considered by the CEO to be necessary for a meeting to consider, matters may, on a motion that is carried by the meeting, be raised and decided by the meeting when –
- (a) a supporting report is provided, and
- (b) the report has been distributed to elected members a minimum of 24 hours before the meeting is to begin.
- (2) The minutes of the meeting are to include –
- (a) the reasons for any decision made at the meeting that is significantly different from any recommendations made in the supporting report.



4.6 Adoption by “en bloc” resolution

- (1) In this clause adoption “en bloc” means –
 - (a) a resolution of council that has the effect of adopting, for each of a number of specifically identified reports, the committee or employee recommendation as council resolution; and
 - (b) a resolution of a committee that has the effect of adopting, for each of a number of specifically identified reports, the employee recommendation as the committee resolution.
- (2) Council or committee may pass an “en bloc” resolution providing that the required majority is met.
- (3) An adoption by “en bloc” resolution may not be used for a matter –
 - (a) in which a financial or proximity interest has been disclosed;
 - (b) that is a matter on which a member wishes to make a statement; or
 - (c) that is a matter on which a member wishes to move a motion that is different to the recommendation.

4.7 Closure – time limits for council or committee meetings

- (1) A committee or council meeting will not last longer than 3 hours unless a resolution by the meeting is made to extend this time. Where 3 hours is reached while a motion is under consideration then the meeting may continue until the final determination of that motion.

Part 5 - Public participation at meetings not being held electronically

Deputations, presentations, statements or questions relating to a tenderer that seek to influence a decision of Council or Committee, in relation to the awarding of a tender to procure goods and / or services by the City of Fremantle, will NOT be permitted by the presiding member.

5.1 Meetings generally open to the public

- (1) Meetings being generally open to the public is dealt with in the Act (s5.23)

5.2 Meetings not open to the public

- (1) The CEO may, at any time, recommend that a meeting or part of a meeting be closed to members of the public
- (2) The council or committee, in one or more of the circumstances dealt with in the Act, may at any time, by resolution, decide to close to members of the public a meeting or part of a meeting.
- (3) A resolution under this clause may be made without notice of the relevant motion.
- (4) Unless council or committee resolves otherwise, once the meeting is reopened to members of the public the presiding member is to ensure that –
 - (a) any resolution of council or committee made while the meeting was closed is to be read out; and
 - (b) the vote of a member or members is recorded in the minutes.



5.3 Question time for the public

- (1) Question time for the public is dealt with in the Act. (S5.24)

5.4 Question time for the public at certain meetings

- (1) Question time for the public at certain meetings is dealt with in the Regulations.(r5)

5.5 Minimum question time for the public

- (1) Minimum question time for the public is dealt with in the Regulations. (r6)

5.6 Procedures for question time for the public

- (1) Procedures for question time for the public are dealt with in the Regulations. (r7)

5.7 Other procedures for question time for the public

- (1) The presiding member may determine the order in which members of the public are invited to ask questions.
- (2) A member of the public who wishes to ask a question or make a statement during question time must –
- (a) first state their name and Suburb;
 - (b) direct the question or statement to the presiding member;
 - (c) ask the question or make the statement briefly and concisely;
- (3) Each member of the public is entitled to ask questions or make public statements for up to 3 minutes before other members of the public will be invited to ask their questions or make their statements.
- (4) A member of the public may give prior written notice to the CEO of the text or substance of a question or statement that they wish to ask at a meeting.
- (5) Unless the presiding member determines otherwise, a question or statement of which prior written notice has been given to the CEO is to be given priority in question time.
- (6) Where a member of the public gives written notice of a question or statement, the presiding member may determine that the question or statement is to be responded to as normal business correspondence.
- (7) A question may be taken on notice by council or committee for later response.
- (8) When a question is taken on notice, the CEO is to ensure that –
- (a) a written response is given to the person who asked the question; and
 - (b) a summary of the response is included in the agenda for the next meeting of council or committee.
- (9) A response to a question or statement –
- (a) is to be brief and concise; and
 - (b) is not to be the subject of any discussion, except that if in the opinion of a member, false information or any adverse reflection is contained in any question asked or comments made by a member of the public, then (through the presiding member) the member may correct or clarify the matter.
- (10) Where a response to a question is given at a meeting, a summary of the question and the response is to be included in the minutes.



- (11) The presiding member may decide that a question is not to be responded to where –
 - (a) the same or similar question was asked at a previous meeting, a response was provided and the person who asked the question is directed to the minutes of the meeting at which the response was provided;
 - (b) it is in the form of a statement, provided that the presiding member has taken reasonable steps to assist the person to phrase the statement as a question; or
 - (c) the question is offensive or defamatory in nature, or is one which, if asked by a member, would be in breach of this policy or any law.
- (12) The presiding member may extend public question time.

5.8 Distinguished visitor

- (1) If a distinguished visitor is present at a meeting of council or a committee, the presiding member –
 - (a) may invite the distinguished visitor to sit beside the presiding member or at the council table;
 - (b) may acknowledge the presence of the distinguished visitor at an appropriate time during the meeting; and
 - (c) may direct that the presence of the distinguished visitor be recorded in the minutes.

5.9 Special deputations

- (1) Any person or group wishing to make a special deputation on matters not included on the agenda of a council meeting is to apply, 7 working days preceding the meeting, to the CEO for approval.
- (2) The CEO may either -
 - (a) approve the request and extend an invitation to attend a meeting of council; or
 - (b) refer the request to the Mayor to decide whether or not to approve the deputation.
- (3) Unless council resolves otherwise, a special deputation attending a council meeting -
 - (a) is not to exceed 5 persons, only 2 of whom may address council, although others may respond to specific questions from members;
 - (b) is not to address council for a period exceeding 10 minutes without the agreement of the presiding member; and,
 - (c) additional members of the deputation may be allowed to speak with the leave of the presiding member.
- (4) The presiding member may determine the order and time in which deputations will be invited to present to the committee or council.

5.10 Presentations

- (1) In this clause, a “presentation” means the acceptance of a gift or an award by council on behalf of the local government or the community.
- (2) A presentation, by any person other than an elected member, may be made to council at a meeting only with the prior approval of the CEO.

5.11 Public inspection of agenda material

- (3) The right of a member of the public to inspect the documents relating to a Council or committee meeting are dealt with in the Regulations. (r13).



5.12 Confidentiality of information withheld

- (1) Information withheld by the CEO from the public under regulation 14(2) of the Regulations is to be –
 - (a) identified in the agenda of a council or committee meeting under the item “confidential business”;
 - (b) marked “confidential” in the agenda; and
 - (c) kept confidential by members and employees until council or committee resolves otherwise.

- (2) A member or an employee who has –
 - (a) confidential information under subclause (1); or
 - (b) information that is provided or disclosed for the purposes of or during a meeting or part of a meeting that is closed to the public,

must not disclose any of that information to any person other than another member or an employee to the extent necessary for the purpose of carrying out their duties.

- (3) Subclause (2) does not prevent a member or employee from disclosing information –
 - (a) at a closed meeting;
 - (b) to the extent specified by council and subject to such other conditions as council decides;
 - (c) that is already in the public domain;
 - (d) to an officer of the Department;
 - (e) to the Minister;
 - (f) to a legal practitioner for the purpose of obtaining legal advice; or
 - (g) if the disclosure is required or permitted by law.

5.13 Recording of proceedings

- (1) The CEO may record the proceedings of a meeting in any way that they consider to be appropriate.

- (2) Unless with the written authorisation of the CEO, a person is not to use any electronic, visual or audio recording device or instrument to record the proceedings of a meeting.

- (3) If a person is permitted to record proceedings under this clause, the presiding member is to advise the meeting, immediately before the recording is commenced, that the recording is permitted and the extent of that permission.

5.14 Prevention of disturbance

- (1) A reference in this clause to a “person” is to a person other than a member.

- (2) A person must ensure that their mobile telephone or audible pager is not switched on or used during any meeting of council or committee.

- (3) A person addressing council or committee must extend due courtesy and respect to council or committee and the processes under which it operates and must comply with any direction by the presiding member.

- (4) A person present at or observing a meeting must not create a disturbance, by interrupting or interfering with the orderly conduct of the proceedings, whether by expressing approval or dissent, by conversing or by any other means.



- (5) The presiding member may warn a person who fails to comply with this clause.
- (6) The presiding member may expel a person from the meeting by ordering them to leave the meeting room, if –
 - (a) after being warned, the person again acts contrary to this clause, or to this policy; or
 - (b) a person refuses or fails to comply with a direction by the presiding member,
- (7) A person who is ordered to leave the meeting room and fails to do so may, by order of the presiding member, be removed from the meeting room and, if the presiding member orders, from the premises.

5.15 Petitions

- (1) A petition is to -
 - (a) be addressed to the Mayor
 - (b) be made by electors of the district;
 - (c) state the request on each page of the petition;
 - (d) contain the name, address and signature of each elector making the request, and the date each elector signed;
 - (e) contain a summary of the reasons for the request; and
 - (f) state the name of the person to whom, and an address at which, notice to the petitioners can be given.
- (2) Upon receiving a petition, the Chief Executive Officer will nominate an officer who will be responsible for investigating the matter. The responsible officer will inform the petition initiator of the action proposed in dealing with their petition and inform Elected Members of the outcome. This may involve preparing a detailed report for Council consideration.
- (3) At any meeting, the Council is not to vote on any matter that is the subject of a petition presented to that meeting, unless:
 - (a) the matter is the subject of a report included in the agenda; and
 - (b) the Council has considered the issues raised in the petition.

Part 6 - Communications by elected members

6.1 Elected member communication

- (1) An elected member may speak at a committee or council meeting when written notice:
 - (a) containing a summary of the subject of the proposed communicationhas been provided to the presiding member and CEO by 12 noon on the day preceding the meeting.
- (2) A presiding member is exempt from the requirement to give notice to speak at a meeting at which they are presiding.



- (3) The presiding member may determine to suspend notice requirements when in their opinion:
 - (a) the subject of the proposed communication is appropriate and is considered to be time sensitive; or
 - (b) a reasonable explanation for failing to provide notice has been provided.
- (4) An elected member may not speak for longer than 5 minutes without the approval of the presiding member.

6.2 Questions

- (1) A member may ask a question at a meeting of a committee or council
- (2) Every question and answer is to be presented as briefly and concisely as possible and no discussion is to be allowed, unless with the consent of the presiding member.
- (3) Where it is not possible to provide a full and detailed answer at the meeting, the question will be taken on notice.

6.3 Questions during debate

- (1) At any time during the debate on a motion before the motion is put, a member may ask a question.

6.4 Restrictions on questions and answers

- (1) Questions asked by a member, and responses given by a member or an employee –
 - (a) are to be brief and concise; and
 - (b) are not to be accompanied by –
 - (i) expression of opinion, statement of fact or other comment, except where necessary to explain the question or answer; or
 - (ii) any discussion or further question, except with the consent of the presiding member.
- (2) In answering any question, a member or an employee may qualify their answer and may at a later time in the meeting or at a later meeting alter, correct, add to or otherwise amend their original answer.

Part 7 - Conduct of members

7.1 Apologies for meetings

- (1) A member who is an apology for a meeting must notify the CEO as soon as practicable.

7.2 Acting as deputy at committee meetings

- (1) A member who is attending a committee meeting as a deputy must notify the CEO as soon as practicable.



7.3 Participation at committee meetings

- (1) A member who attends a committee meeting (who is not attending as a member or deputy member of that committee) who chooses to sit in the area allocated for public seating -
 - (a) is not permitted to address the committee other than during the allotted times provided for members of the public (unless seated at the meeting table).
 - (b) will not be recorded as attending the committee meeting in the Minutes of that meeting.

7.4 Entering or leaving a meeting

- (1) During the course of a meeting, a member must not enter or leave the meeting without first giving an appropriate indication, in order to facilitate the recording in the minutes of the time of entry or departure.

7.5 Members who wish to speak

- (1) A member who wishes to speak at a council meeting –
 - (a) must indicate their intention to speak by raising their hand, or by any other method determined by the presiding member; and
 - (b) when invited by the presiding member to speak, and unless otherwise determined by council, must address the meeting through the presiding member.

7.6 Priority of speaking

- (1) At a council meeting, where 2 or more members of council indicate, at the same time, their intention to speak, the presiding member is to decide which member is entitled to be heard first.
- (2) At a committee meeting, the presiding member is first to invite committee members to speak followed, at the discretion of the presiding member, by other members and attendees.
- (3) A decision of the presiding member under this clause is not open to discussion or dissent.

7.7 Relevance

- (1) At council meetings, members must restrict their remarks to the motion or amendment under discussion, or to a point of order.
- (2) The presiding member, at any time, may –
 - (a) call the attention of the meeting to any irrelevant or repetitious remarks by a member; or
 - (b) direct that member, if speaking, to discontinue their speech.
- (3) A member must comply with the direction of the presiding member under subclause (2) by immediately ceasing to speak.



7.8 Speaking twice

- (1) A member must not address council more than once on any motion or amendment except –
 - (a) as the mover of a substantive motion, to exercise a right of reply;
 - (b) to raise a point of order; or
 - (c) to request clarification on or explanation of committee reports or recommendations.
- (2) A member who asks a question before speaking has not addressed the meeting for the purposes of this clause.
- (3) This clause does not apply to committee meetings.

7.9 Duration of speeches

- (1) A member must not speak on any matter for more than 10 minutes without the consent of the presiding member which, if given, is to be given without discussion.

7.10 No speaking after conclusion of debate

- (1) A member must not speak on any motion or amendment –
 - (a) after the mover has replied; or
 - (b) after the question has been put.

7.11 No interruption

- (1) A member must not interrupt another member who is speaking unless –
 - (a) to raise a point of order;
 - (b) to call attention to the absence of a quorum;
 - (c) to make a personal explanation or
 - (d) to move a procedural motion that the member be no longer heard.

7.12 No reopening of discussion

- (1) A member must not reopen a discussion on any council or committee decision, except to move that the decision be revoked or changed.

Part 8 - Preserving order

8.1 Presiding member to preserve order

- (1) The presiding member is to preserve order and, whenever *they* consider it necessary, may call any member to order.
- (2) When the presiding member speaks during a debate, any member then speaking, or indicating that *they* wish to speak, is to stop talking and every member present must be silent so that the presiding member may be heard without interruption.
- (3) Subclause (2) is not to be used by the presiding member to exercise the right to take part in debate.

8.2 Point of order

- (1) A member may object, by way of a point of order, only to a breach of –
 - (a) this policy; or
 - (b) any written law.

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- (2) Examples of valid points of order are –
 - (a) a speaker's remarks not being relevant to the motion or amendment being debated; and
 - (b) a speaker's use of offensive or objectionable expressions.
- (3) Despite anything in this policy to the contrary, a point of order –
 - (a) takes precedence over any discussion; and
 - (b) until determined, suspends the consideration or discussion of any other matter.

8.3 Procedures on a point of order

- (1) A member who is addressing the presiding member must not be interrupted except on a point of order.
- (2) A member interrupted on a point of order must resume their seat until –
 - (a) the member raising the point of order has been heard; and
 - (b) the presiding member has ruled on the point of order, and, if permitted, the member who has been interrupted may then proceed.

8.4 Ruling by the presiding member

- (1) The presiding member is to rule on any point of order which is raised by either upholding or rejecting the point of order.
- (2) A ruling by the presiding member on a point of order –
 - (a) is to be final unless the majority of members then present and voting, on a motion moved immediately after the ruling, dissent from the ruling.
- (3) Subject to a motion of dissent being carried under subclause (2), if the presiding member rules that –
 - (a) any motion, amendment or other matter before the meeting is out of order, it is not to be considered further; and
 - (b) a statement made or act done by a member is out of order, the presiding member may direct the member to make an explanation, retraction or apology.

8.5 Continued breach of order

- (1) If a member –
 - (a) persists in any conduct that the presiding member had ruled is out of order; or
 - (b) fails or refuses to comply with a direction from the presiding member,

the presiding member may direct the member to refrain from taking any further part in the debate of the item, other than by voting, and the member must comply with that direction.

8.6 Presiding member may adjourn meeting

- (1) For the purpose of preserving or regaining order, the presiding member may adjourn the meeting for a period of up to 15 minutes.
- (2) On resumption, the debate is to continue at the point at which the meeting was adjourned.



- (3) If, at any one meeting, the presiding member adjourns the meeting more than once for the purpose of preserving or regaining order, the second or subsequent adjournment may be to a later time on the same day or to another day.

Part 9 – Debate of motions

9.1 Motions to be stated and in writing

- (1) A member who wishes to move a substantive motion, or an amendment to a substantive motion is to state the substance of the motion before speaking to it.

9.2 Motions to be supported

- (1) A substantive motion or an amendment to a substantive motion is not open to debate until it has been seconded.
- (2) A motion to revoke or change a decision made at a council or committee meeting is not open to debate unless the motion has the support required under regulation 10 of the Regulations.
- (3) A motion that is not carried (a 'lost' motion) by the majority outlined as required for that motion does not form a decision of a committee or council.

9.3 Only one substantive motion considered

- (1) When a substantive motion is under debate, no further substantive motion is to be accepted.

9.4 Complex motions

- (1) The presiding member may require that a complex substantive motion, or a complex amendment to a substantive motion, is to be broken down and put in the form of more than one motion, each of which is to be put in sequence.

9.5 Order of call in debate

- (1) The presiding member is to call speakers to a substantive motion in the following order –
 - (a) the mover to state the motion;
 - (b) a seconder to the motion;
 - (c) the mover to speak to the motion;
 - (d) the seconder to speak to the motion;
 - (e) other speakers against and for the motion, and
 - (f) mover takes right of reply which closes debate.

9.6 Limit of debate

- (1) The presiding member may offer the right of reply and put a substantive motion to the vote if they believe that sufficient discussion has taken place even though all members may not have spoken.



9.7 Alternative recommendations and amendments

- (1) Elected members must give notice of proposed amendments and alternative recommendations on council agendas.
- (2) Written notice must be provided to the CEO for any proposed amendments or alternative recommendations to a council motion by 12 noon on the day preceding the meeting; and
- (3) All notices of proposed amendment or alternative motion must be distributed by the CEO to all elected members, and published on the council website before 5 pm on the day preceding the meeting; and
- ~~(4) Amendments or alternative motions that are moved at a committee meeting without notice being given in accordance with section 9.7(2) will be referred to council for final determination.~~
- (4) Any proposed amendments or alternative motion that relate to matters which, in the opinion of the CEO, is or is likely to be closed to members of the public in accordance with S 5.23 (2) of the Act, will not be published on the council website; and
- (5) The presiding member –
 - a. is to determine whether an amendment is a minor amendment; and
 - b. is to make that determination on the basis that a minor amendment is one which, in their opinion:
 - i. does not significantly or materially change the original motion; or
 - ii. does not significantly or materially impact on an interested person; and
 - iii. may be moved at a council or committee meeting without prior notice having been given.

9.8 Order of amendments

- (1) Any number of amendments may be proposed to a substantive motion, but when an amendment is moved to a substantive motion, no second or subsequent amendment is to be moved or considered until the first amendment has been withdrawn, lost or carried.

9.9 Amendments must not negate original motion

- (1) An amendment to a substantive motion cannot negate the original motion or the intent of the original motion.

9.10 Relevance of amendments

- (1) An amendment must be relevant to the motion in respect of which it is moved.

9.11 Mover of motion may speak on amendment

- (1) Any member may speak during debate on an amendment.

9.12 Effect of an amendment

- (1) If an amendment to a substantive motion is carried, the motion as amended then becomes the substantive motion, on which any member may speak and any further amendment may be moved.



9.13 Withdrawal of motion and amendments

- (1) Council or committee may, without debate, grant leave to withdraw a motion or amendment upon request of the mover of the motion or amendment and with the approval of the seconder, provided that there is no voice expressed to the contrary view by any member, in which case discussion on the motion or amendment is to continue.

9.14 Limitation of withdrawal

- (1) Where an amendment has been proposed to a substantive motion, the substantive motion is not to be withdrawn, except by consent of the majority of members present, until the amendment proposed has been withdrawn or lost.

9.15 Right of reply

- (1) The mover of a substantive motion has the right of reply.
- (2) The right of the reply may be exercised only –
 - (a) where no amendment is moved to the substantive motion – at the conclusion of the discussion on the motion; or
 - (b) where one or more amendments have been moved to the substantive motion – at the conclusion of the discussion on the substantive motion and any amendments.
- (3) After the mover of the substantive motion has commenced the reply –
 - (a) no other member is to speak on the motion; and
 - (b) there is to be no further discussion on, or any further amendment to, the motion.
- (4) The right of the reply is to be confined to rebutting arguments raised by previous speakers and no new matter is to be introduced.
- (5) At the conclusion of the right of reply, the substantive motion, or the substantive motion as amended, is immediately to be put to the vote.

9.16 Delegated decisions of committee

- (1) A committee member, with the support of at least one other committee member, may cause a decision of committee, made under delegated authority, to be referred to Council for final decision.

Part 10 - Procedural motions

10.1 Permissible procedural motions

- (1) In addition to the right to move an amendment to a substantive motion a member may move any of the following procedural motions –
 - (a) that the meeting proceed to the next item of business;
 - (b) that the item be referred (for further information) or be deferred (for decision) to a council or committee meeting;
 - (c) that the meeting now adjourn;
 - (d) that the motion be now put;
 - (e) that the member be no longer heard;
 - (f) that the ruling of the presiding member be disagreed with; and
 - (g) that the meeting be closed to members of the public.



102 No debate

- (1) The mover of a motion stated in paragraphs (a), (b), (c), (f) or (g) of clause 10.1 may speak to the motion for not more than 5 minutes, the seconder may speak for not more than 3 minutes, and there is to be no debate on the motion without the agreement of the presiding member.
- (2) The mover of a motion stated in paragraph (d) or (e) of clause 10.1 may not speak to the motion, the seconder is not to speak other than to formally second the motion, and there is to be no debate on the motion.

~~103 Who may move~~

- ~~(1) A member who has moved, seconded, or spoken for or against the substantive motion, or any amendment to the substantive motion, cannot move any procedural motion which, if carried, would close the debate on the substantive motion or amendment.~~

103 Right of reply on substantive motion

- (1) The carrying of a procedural motion which closes debate on the substantive motion or amendment and forces a decision on the substantive motion or amendment does not deny the right of reply to the mover of the substantive motion.

104 Limit on deferrals

- (1) Committees may only procedurally defer a motion once.
- (2) This clause does not prohibit a committee from making a recommendation for deferral to council.

105 Meeting to proceed to the next business

- (1) The motion “that the meeting proceed to the next item of business”, if carried has the effect that –
 - (a) the debate on the substantive motion or amendment ceases immediately;
 - (b) no decision is made on the substantive motion;
 - (c) the meeting moves to the next item of business; and there is no requirement for the matter to be raised again for consideration.

106 Item to be referred or adjourned

- (1) A motion “that the item be referred or adjourned” –
 - (a) is to state the time to which the debate is to be adjourned (and the reasons for the motion); and
 - (b) if carried, has the effect that all debate on the substantive motion or amendment ceases immediately, but continues at the meeting, and at the time, stated in the motion.

107 Meeting now adjourn

- (1) A member is not to move or second more than one motion of adjournment during the same meeting.
- (2) Before putting the motion for the adjournment, the presiding member may seek leave of the meeting to deal first with matters that may be subject of an adoption by exception resolution.



- (3) A motion “that the meeting now adjourn” –
 - (a) is to state the time and date to which the meeting is adjourned; and
 - (b) if carried, has the effect that the meeting is adjourned to the time and date specified in the motion.
- (4) A meeting adjourned under subclause (3) is to continue from the point at which it was adjourned, unless the presiding member or the meeting determines otherwise.

10.8 Motion to be put

- (1) If the motion “that the motion be now put”, is carried during discussion on a substantive motion without amendment, the presiding member is to offer the right of reply and then immediately put the motion to the vote without further debate.
- (2) If the motion “that the motion be now put” is carried during debate of the amendment, the presiding member is to put the amendment to the vote without further debate.
- (3) This motion, if lost, causes debate to continue.

10.9 Member to be no longer heard

- (1) If the motion “that the member be no longer heard”, is carried, the speaker against whom the motion has been moved cannot speak further on the current substantive motion, or any amendment relating to it, except to exercise the right of reply if they are the mover of the substantive motion.

10.10 Ruling of the presiding member be disagreed with

- (1) If the motion “that the ruling of the presiding member be disagreed with” is carried, that ruling is to have no effect and the meeting is to proceed accordingly.

Part 11 - Disclosure of interests

11.1 Disclosure of interests

- (1) The requirements for members and employees to disclose financial and other interests, the nature of the interests that must be disclosed, and related matters are dealt with in the Act (s5.60 & 5.61), the Regulations (part 6), ~~the Rules of Conduct Regulations (r11)~~ and the Local Government (Model Code of Conduct) Regulations 2021

Part 12 – Voting

12.1 Motion – when put

- (1) Immediately after the debate on any question is concluded and the right of reply has been exercised, the presiding member –
 - (a) is to put the motion to the meeting; and
 - (b) if requested by a member, is again to state the terms of the motion.
- (2) A member must not leave the meeting when the presiding member is putting any motion.



12.2 Voting

- (1) Voting is dealt with in the Act (s5.21) and the Regulations (r9).

12.3 Majorities required for decisions

- (1) The majorities required for decisions of council and committees are dealt with in the Act. (s 1.9 & 1.10).

12.4 Question – method of taking vote

- (1) In taking the vote on any motion, the presiding member –
- (a) is to put the motion, first in the affirmative, and then in the negative;
 - (b) may put the motion in this way as often as may be necessary to enable them to determine whether the affirmative or the negative has the majority of votes;
 - (c) is to cast a second vote if the votes are equally divided;
 - (d) is to count and determine the votes of members in any way (such as electronically or by a show of hands) that enables a record to be taken of each member's vote; and
 - (e) subject to this clause, is to declare the result.

Part 13 - Minutes

13.1 Keeping of minutes

- (1) The keeping and confirmation of minutes are dealt with in the Act (5.22).

13.2 Content of minutes

- (1) The content of minutes is dealt with in the Regulations (r11).
- (2) The minutes of meetings are to include the reasons for any decision made at the meeting that is significantly different from any recommendations made in the agenda to that meeting.

13.3 Public inspection of unconfirmed minutes

- (1) The public inspection of unconfirmed minutes is dealt with in the Regulations (r13).

13.4 Confirmation of minutes

- (1) The CEO is to give to each member –
- (a) the unconfirmed minutes of each council meeting – within 10 working days after the meeting; and
 - (b) the unconfirmed minutes of a committee meeting – within 5 clear working days after the meeting.
- (2) If a member is dissatisfied with the accuracy of the draft minutes they may request amendments

Part 14 - Implementing decisions

14.1 Requirements to revoke or change decisions

- (1) The requirements to revoke or change a decision made at a meeting is dealt with in the Regulations. (r 10).



14.2 Meaning of terms

(1) In this Part –

authorisation means a licence, permit, approval or other means of authorising a person to do anything;

decision means a decision that has effect under section 5.20 of the *Local Government Act 1995*.

implement, in relation to a decision, includes –

- (a) communicate notice of the decision to a person affected by, or with an interest in, the decision; and
- (b) take any other action to give effect to the decision; and

valid notice of revocation motion means a notice of a motion to revoke or change a decision that –

- (a) complies with the requirements of the Act, Regulations and this policy and may be considered, but has not yet been considered, by council or committee as the case may be; and
- (b) if carried and implemented, would result in the decision being revoked or being substantially different.

14.3 Limitations on powers to revoke or change decisions

- (1) Subject to subclause (2), council or committee is not to consider a motion to revoke or change a decision –
 - (a) where, at the time the motion is moved or notice is given, any action has been taken to implement the decision;
 - (b) where the decision concerns the grant of an authorisation, and where that authorisation has been communicated in writing by the City to the applicant; or
 - (c) where the decision is procedural in its form or effect.
- (2) Council or committee may consider a motion to revoke or change a decision of the kind described in subclause (1)(a) or (b) if the motion is accompanied by a written statement, by or on behalf of the CEO, of the legal and financial consequences of the motion being carried.

Part 15 - Suspension and non-application of meeting procedures

15.1 Suspension of meeting procedures

- (1) A member may, at any time, move that the operation of one or more of the clauses of this policy be suspended.
- (2) A member moving a motion under subclause (1) is to identify the clause or clauses to be suspended, and state the reasons for the motion, but no other discussion is to take place.
- (3) A motion under subclause (1) which is seconded and carried is to suspend the operation of the clause or clauses to which the motion relates for the duration of the meeting, unless the meeting earlier resolves otherwise.



15.2 Where meeting procedures do not apply

- (1) In situations where –
 - (a) this policy has been suspended; or
 - (b) a matter is not regulated by the Act, the Regulations or this policy,

the presiding member is to decide questions relating to the conduct of the meeting.
- (2) The decision of the presiding member under subclause (1) is final, except where a motion of dissent is moved and carried under clause 10.10.

Part 16 – Committees

16.1 Establishment and appointment of committees

- (1) The establishment of committees is dealt with in the Act (Part 5).
- (2) A council resolution to establish a committee under section 5.8 of the Act is to include –
 - (a) the terms of reference or functions of the committee;
 - (b) either –
 - (i) the names or titles of the members, employees and any other persons to be appointed to the committee; or
 - (ii) the number of members, officers and any other persons to be appointed to the committee and a provision that they be appointed under a separate resolution; and
 - (c) details of the delegation of any powers or duties to the committee under section 5.16 of the Act.

16.2 Types of committees

- (1) The types of committees are dealt with in the Act. (5.9)

16.3 Delegation of some powers and duties to certain committees

- (1) The delegation of some powers and duties to certain committees is dealt with in the Act. (5.16)

16.4 Limits on delegation of powers and duties to certain committees

- (1) The limits on the delegation of powers and duties to certain committees are dealt with in the Act. (5.17)

16.5 Appointment of committee members

- (1) The appointment of committee members is dealt with in the Act. (5.10)

16.6 Tenure of committee membership

- (1) Tenure of committee membership is dealt with in the Act. (5.11)

16.7 Appointment of deputies

- (1) The appointment of a person to be a deputy of a member of committee is dealt with in the Act. (5.11A)



16.8 Resignation of committee members

- (1) The resignation of committee members is dealt with in the Regulations. (r4)

16.9 Register of delegations to committees

- (1) The register of delegations to committees is dealt with in the Act. (518)

16.10 Meeting procedures to apply

- (1) These meeting procedures apply generally to committees.

16.11 Committee to report

- (1) A committee –
- (a) is answerable to council;
 - (b) is to report on its activities when, and to the extent, required by council; and
 - (c) is to prepare and submit to council a report containing recommendations.

16.12 Presentation of committee reports

- (1) The proposed adoption by council of recommendations of a committee ~~is to~~ **may** be moved –
- (a) if the presiding member of the committee is a council member and is in attendance – by the presiding member;
 - (b) if the presiding member of the committee is not a council member or is absent – by a member of the committee who is also a council member; or
 - (c) otherwise – by ~~a council member who is not a member of the committee~~ **the presiding member of the council meeting**

16.13 Reports of committees - questions

- (1) Where a recommendation of a committee is submitted for adoption by council, any council member may direct questions directly relating to the recommendation, through the presiding member, to the presiding member of the committee or to any member of the committee in attendance.

16.14 Permissible motions on committee recommendations

- (1) A recommendation made by a committee may be –
- (a) adopted by council without amendment;
 - (b) rejected by council and replaced by an alternative decision;
 - (c) amended, and adopted as amended, by council; or
 - (d) referred back to the committee for further consideration.



FPOL2206-6 COUNCIL CODE OF CONDUCT DIVISION 3 COMPLAINT HANDLING POLICY REVIEW

ATTACHMENT 1 – Proposed - Council Code of Conduct Division 3 Complaint Handling Policy

Proposed - Council Code of Conduct Division 3 Complaint Handling Policy

Purpose

This policy establishes the procedure for dealing with complaints about alleged breaches of behaviour requirements under the City of Fremantle Elected Members, Committee Members and Candidates – Code of Conduct, in accordance with clause 15(2) of the Local Government (Model Code of Conduct) Regulations 2021.

It also gives effect to the City's commitment to an effective, transparent, fair and accessible complaints handling process that supports high standards of behaviour of Elected Members, Committee Members and Candidates.

Policy statement

Principles

- a. **Procedural Fairness**
The principles of procedural fairness will apply when dealing with a Complaint.
The Respondent will be afforded a reasonable opportunity to be heard prior to any findings being made; decisions are to be made in an objective and impartial manner with an absence of bias (or the perception of bias); and any findings made are to be based on proper and genuine consideration of the evidence.
- b. **Consistency**
Each Complainant and Respondent will be dealt with according to their circumstances and each Complaint considered and determined on its merits. However, the City will ensure consistent decision making in relation to a Complaint, with similar circumstances resulting in similar decisions where appropriate.
- c. **Confidentiality**
To protect both the Complainant and Respondent, the City will take all reasonable steps to maintain confidentiality when dealing with a Complaint. Information gained in the course of managing a Complaint is to be managed in a secure manner and must not be disclosed or used inappropriately.
- d. **Accessibility**
Information on how to make a Complaint is available on the City's website, or alternatively from the City's Administration Building upon request.
- e. **Timeliness**
To support both the Complainant and Respondent, complaints will be acknowledged in a timely manner, addressed promptly and according to order that they are received.
The City will take all reasonable steps to determine the outcome of a complaint within 12 weeks of receipt, and both the Complainant and Respondent will be kept informed throughout the process.



1. Making a Complaint

- 1.1 Any person may make a Complaint alleging that an Elected Member, Committee Member or Candidate has behaved in a way that constitutes a breach of Division 3 of the Code of Conduct.
- 1.2 A Complaint must be made within one month after the alleged Breach.
- 1.3 A Complaint must be made by completing the Complaint Form in full and providing the completed forms to the Complaints Officer.
- 1.4 A Complaint must be made in accordance with the Complaint Form and specify which requirement(s) of the Code of Conduct is alleged to have been breached. It must also include the name and contact details of the Complainant.
- 1.5 Where a Complaint Form omits required details, the Complaints Officer will invite the Complainant to provide this information in order for the Complaint to be progressed.
- 1.6 The supporting information provided with the initial complaint will be the only information considered during any assessment or investigation. The Complaints Officer may seek clarification but will not seek or accept any additional supporting information.
- 1.7 A Complaint in relation to a Candidate must be made in accordance with the above process but cannot be dealt with unless the Candidate is subsequently elected as an Elected Member.

2. Withdrawing a Complaint

- 2.1 A Complainant may withdraw their Complaint, in writing, at any time before a Finding has been made in relation to the Complaint.
- 2.2 A Complainant may withdraw a Complaint by advising the Complaints Officer, in writing, that they wish to do so.
- 2.3 After receiving a withdrawal of the Complaint, the Complaints Officer will take all necessary steps to terminate the process commenced under this Policy.

3. Responding to a Complaint

- 3.1 Within 14 days after receiving a **Candidate Complaint**, the Complaints Officer will provide written notice:
 - a. To the Complainant confirming receipt and advising of the procedure for complaints; and
 - b. To the Respondent, including a summary of the complaint and advising of the procedure for complaints.
- 3.2 Within 14 days of receiving a **Complaint**, the Complaints Officer will contact the:
 - a. Complainant:
 - confirming receipt of the Complaint.
 - outlining the process that will be followed and possible outcomes.
 - explaining the application of confidentiality to the complaint.
 - including a copy of this Policy; and
 - if necessary, seeking clarification.



- b. Respondent:
 - advising that a Complaint has been made and include a copy of the Complaint and supporting documents.
 - outlining the process that will be followed and the possible outcomes.

3.3 Complaints will normally be dealt with in the order in which they are received.

- a. If more than one Complaint is received that relates to the same alleged behaviour, the Complaints may be progressed concurrently where appropriate.

4. Mediation

- 4.1 It is recognised that mediation may support both parties to a Complaint to reach a mutually satisfactory outcome that resolves the issues giving rise to the complaint and the Complaints Officer will, as the first course of action upon receiving a complaint, offer and encourage the Complainant and the Respondent to participate in Mediation.
- 4.2 If both parties agree to participate in Mediation, the formal process will be paused.
- 4.3 The objective of Mediation will be to reach a resolution. For example, an offer, by the person to whom the Complaint relates, to issue a voluntary apology in response to a Complaint, even in the absence of a request from the complainant, qualifies for consideration as mediation and resolution.
- 4.4 If Mediation is commenced, both the Complainant and Respondent may decline to proceed with the process at any time. The process may also be terminated on the advice of the Mediator.
- 4.5 Successful mediation outcomes will be reported to council through the Audit and Risk Management Committee via anonymous information report.
- 4.6 If Mediation is terminated or does not achieve a resolution that results in the withdrawal or agreed closure of the Complaint, the Complaints Officer will resume the formal process required under this Policy.

5. Assessment of the Complaint

- 5.1 The Respondent is to be provided with a reasonable opportunity to be heard before any opinions or recommendations are formed.
- 5.2 If the behaviour that is the subject of the Complaint is alleged to have occurred at a Council or Committee Meeting, the Complaints Officer will determine whether or not to dismiss the Complaint.
- 5.3 If a Complaint is dismissed, the Complainant and the Respondent will be given written notice of the decision and the reasons for the decision in accordance with the Code of Conduct. This concludes the process in relation to the Complaint.
- 5.4 If the Complaint is not dismissed, the Complaints Officer or Investigator (as appropriate) will consider the Complaint and make a Finding as to whether the alleged Breach that is the subject of the Complaint has or has not occurred.
- 5.5 If it is determined that the alleged Breach did not occur, the Complainant and the Respondent will be given written notice of the Finding and the reasons for the Finding. This concludes the process for the Complaint.



- 5.6 If it is determined that the alleged breach did occur, the Complaints Officer or Investigator (as appropriate) will decide whether to recommend further action and / or to prepare a plan to address the behaviour.
- 5.7 If the Complaints Officer or Investigator (as appropriate) decides to take no further action, the Complainant and the Respondent will be given written notice of this decision and the reasons for the Finding. This concludes the process for the Complaint.
- 5.8 If the Complaints Officer or Investigator (as appropriate) decides to prepare a Plan, the Respondent is to be consulted and any submissions made by the Respondent are to be considered before preparing and implementing a plan.

6. Complying with plan requirements

- 6.1 The Complaints Officer will monitor the actions in timeframes set out in a Plan.
- 6.2 Failure to comply with a requirement included in a Plan is a minor breach under section 5.105(1) of the Act and the Code of Conduct.
- 6.3 The Complaints Officer must provide a report advising Council of any failure to comply with a requirement included in a Plan.

7. Publication of findings

- 7.1 Within 14 days of a decision by the Investigator determining the outcome of a complaint, the Complaints Officer must:
 - a. give the complainant and the respondent –
 - i. a copy of the finding; and
 - ii. a copy of Complaints Officer or Investigator (as appropriate) reports, minus any attachments
 - b. publish the Complaints Officer or Investigator (as appropriate) report minus all attachments on the City's website.
 - c. complete any further action required by Council.

8. Decision making

8.1 Finding

1. A Finding that the alleged breach has occurred must be based on evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur.
2. This may involve first considering whether the behaviour occurred, on the balance of probabilities, and then whether that behaviour constituted a breach of a requirement of the Code of Conduct.



8.2 Action

1. In deciding whether to take no further action, or prepare and implement a Plan, the following is to be considered:
 - a. the nature and seriousness of the breach(es).
 - b. the Respondent's submission in relation to the contravention.
 - c. whether the Respondent has breached the Code of Conduct knowingly or carelessly.
 - d. whether the Respondent has breached the Code of Conduct on previous occasions.
 - e. likelihood or not of the Respondent committing further breaches of the Code of Conduct.
 - f. personal circumstances at the time of conduct.
 - g. need to protect the public through general deterrence and maintain public confidence in Local Government; and
 - h. any other matters which may be regarded as contributing to or the conduct or mitigating its seriousness.

8.3 Plan Requirements

1. A proposed plan may include requirements for the Respondent to do one or more of the following:
 - a. engage in mediation.
 - b. undertake counselling.
 - c. undertake training; and/or
 - d. take other action considered appropriate (e.g., an apology).
2. The Proposed Plan may also outline:
 - a. the actions to be taken to address the behaviour(s).
 - b. who will be responsible for those actions.
 - c. any assistance the Local Government will provide to achieve the intent of the Plan; and/or
 - d. a reasonable timeframe for the Plan action(s) to be addressed by the Respondent.

9. Roles

9.1 Complaints Officer

1. A Complaint may be dealt with by the Complaints Officer in instances where:
 - a. in the view of the Complaints Officer, the nature of the Complaint is not serious nor complex in nature.
 - b. Mediation is either not appropriate given the nature of the complaint, is not agreed to by both parties, is terminated or does not achieve an agreed outcome; and
 - c. the Complaints Officer does not have a conflict of interest, either real or perceived, in relation to the Complaint.



2. The authority of the Complaints Officer includes the power to:
 - a. Accept complaints and withdrawal of complaints.
 - b. Dismiss a Complaint in accordance with the Code of Conduct,
 - c. Make a Finding as to whether an alleged Complaint has or has not occurred, based upon evidence from which it may be concluded that it is more likely that the breach occurred than it did not occur.
 - d. Where a Finding is made that a breach has occurred, determine:
 - i. To take no further action where appropriate; or
 - ii. Prepare and implement a plan to address the behaviour of the person to whom the Complaint relates.
3. The complaints officer must report to council:
 - a. Successfully mediated, resolved and withdrawn complaints – to be presented in an anonymous information report through the Audit and Risk Management Committee.
 - b. Complaint findings and actions prescribed – to be presented in an information report through the Audit and Risk Management Committee.
 - c. All complaint findings made by an Investigator for final determination.
4. Where the Complaints Officer appoints a suitably qualified and experienced Investigator, they will endeavour to do so within a reasonable period.

9.2 Investigator

1. The Investigator is an impartial third party, who may be appointed by the Complaints Officer where:
 - a. the Complaint is sufficiently serious or complex in nature such that it warrants the appointment of an independent party to undertake an investigation or
 - b. the Complaint is not considered serious or complex in nature, however a conflict of interest (or the perception of a conflict of interest) preclude a Complaints Officer from making a determination in relation to the complaint; and
 - c. Mediation is either not appropriate given the nature of the complaint, is not agreed to by both parties, is terminated or does not achieve an agreed outcome.
2. Where a Complaint is referred to an Investigator, the Complaints Officer is to provide to the Investigator the Complaint, any supporting documents, and appropriate response documents.
3. In undertaking their functions, the Investigator will apply the Principles of this Policy.
4. The Investigator will:
 - a. Seek any clarification through the Complaints Officer.
 - b. Make a finding as to whether an alleged Complaint has or has not occurred, based upon evidence from which it may be concluded that it is more likely that the breach occurred than it did not occur.
 - c. Where a finding is made that a breach has occurred,
 - i. recommend that no further action, taken; or
 - ii. recommend a plan to address the circumstances of or the behaviour of the person to whom the Complaint relates.
5. The details of all complaints dealt with by the Investigator will be reported direct to council for final determination.



10. Complaints not dealt with under this policy

A breach of the Rules of Conduct (as per Division 4 of the Code of Conduct) is a minor breach under s5.105(1) of the Local Government Act 1995 and is not the intended subject of this Policy.

Consequently, Complaints such as the following are inappropriate to be dealt with under this Policy:

- a. Complaints made with the intent of addressing personal grievances or disagreements,
- b. Complaints made to express dissatisfaction with a Council or Committee Member's lawfully made decisions or performance of their role,
- c. Minor breaches under s5.105(1) of the Local Government Act 1995,
- d. Serious breaches under s5.114 of the Local Government Act 1995; and
- e. Allegations of corruption.

11. Definitions

Act means the Local Government Act 1995.

Complaints Officer means the Chief Executive Officer, or such person authorised by the CEO to undertake the duties of a Complaints Officer.

Breach means a breach of Division 3 of the Code of Conduct.

Candidate an individual is considered a Candidate when their nomination for election is accepted by a returning officer. Any alleged behaviour breach may only be dealt with if the Candidate becomes an Elected Member.

Code of Conduct means the City of Fremantle Council Members, Committee Members and Candidates Code of Conduct.

Committee means a committee of Council, established in accordance with section 5.8 of the Act.

Committee Member includes any Elected Member, local government employee or unelected member of the community appointed by the Council to be a member of a Council committee.

Complainant means a person who has submitted a Complaint in accordance with this Policy.

Complaint means a complaint submitted under division 3 of the Code of Conduct.

Complaint Documents means the Complaint Form and any supporting information, evidence, or attachments provided by the Complainant at the time the Complaint is made.

Complaint Form means the form approved under the Code of Conduct.

Council means the Council of the City of Fremantle.

Council or Committee Meeting means a formal meeting of the Council or a Committee that is called and convened in accordance with the Act. It does not include informal meetings, workshops or briefings.

Elected Member means a person currently serving a term of office as an Elected Member of the Council in accordance with the Act.

Finding means a finding made in accordance with Code of Conduct as to whether a Breach has or has not occurred.



Investigator means an independent party appointed in accordance with section 5.8 of the Act for the purpose of dealing with a Complaint.

Plan means a Plan prepared and implemented under the Code of Conduct to address the behaviour of the person to whom the Complaint relates, if a Finding has been made that a Breach has occurred.

Response Documents means the response provided by the Respondent to the Complaint and includes any supporting information or evidence that is supplied.

Respondent means the person to whom a complaint relates.



ATTACHMENT 2 – Complaint about alleged breach form

**Complaint About Alleged Breach Form -
Code of conduct for council members, committee members and candidates**

Schedule 1, Division 3 of the *Local Government (Model Code of Conduct) Regulations 2021*

- NOTE:** A complaint about an alleged breach must be made —
- (a) in writing in the form approved by the local government
 - (b) to an authorised person
 - (c) within one month after the occurrence of the alleged breach.

Name of person who is making the complaint:

Name:

Given Name(s)

Family Name

Contact details of person making the complaint:

Address: _____

Email: _____

Contact number: _____

Name of the local government (city, town, shire) concerned:

Name of council member, committee member, candidate alleged to have committed the breach:



State the full details of the alleged breach. Attach any supporting evidence to your complaint form.

Date of alleged breach:

_____ / _____ / 20_____

SIGNED:

Complainant's signature:

Date of signing: _____ / _____ / 20_____

If received via hard copy:

Authorised Officer's Name:

Authorised Officer's Signature:

Date received: _____ / _____ / 20_____

NOTE TO PERSON MAKING THE COMPLAINT:

This form should be completed, dated and signed by the person making a complaint of an alleged breach of the Code of Conduct. The complaint is to be specific about the alleged breach and include the relevant section/subsection of the alleged breach.

The complaint must be made to the authorised officer within one month after the occurrence of the alleged breach.

Signed complaint form is to be forwarded to:

**Compliance Officer
Charlie Clarke,
Manager Governance
charliec@fremantle.wa.gov.au**

or

**PO Box 807
Fremantle WA 6959**



FPOL2206-7 ADOPTION OF THE CITY OF FREMANTLE CAT MANAGEMENT AMENDMENT LOCAL LAW 2022

ATTACHMENT 1 – Proposed City of Fremantle Cat Management Amendment Local Law 2022 – showing DLGSC minor edits in red text

**LOCAL GOVERNMENT ACT 1995
CITY OF FREMANTLE**

CAT MANAGEMENT AMENDMENT LOCAL LAW 2022

Under the powers conferred by the *Local Government Act 1995* and by all other powers, the Council of the City of Fremantle resolved on [XXXX] to make the following local law.

1. Citation

This local law may be cited as the *City of Fremantle Cat Management Amendment Local Law 2022*.

2. Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

3. Principal Local Law amended

This local law amends the *City of Fremantle Cat Management local law 2020* as published in the *Government Gazette* on 25 May 2020.

4. Clause 1.4 amended

(1) In clause 1.4, insert, in alphabetical order following the definition “**local government** means the City of Fremantle”:

“**nuisance** means—

- (a) an activity or condition which is harmful or annoying and which gives rise to legal liability in the tort of public or private nuisance at law;
- (b) an unreasonable interference with the use and enjoyment of a person of his or her ownership or occupation of land;
- (c) interference which causes material damage to land or other property on the land affected by the interference;”

5. Part 2 amended

(1) Insert new **Sub**clause 2.2 after **Sub**clause 2.1:

“2.2 Cat not to be a nuisance

- (1) An owner shall not allow a cat to be or create a nuisance.
- (2) Where in the opinion of an authorised person, a cat is creating a nuisance, the local government may give written notice to the owner of the cat requiring that person to abate the nuisance.



- (3) When a nuisance has occurred and a notice to abate the nuisance is given, the notice remains in force for the period specified by the local government in the notice which shall not exceed 28 days.
- (4) A person given a notice to abate the nuisance shall comply with the notice within the period specified in the notice.”

6. Schedule 2 amended

~~(+)~~ Delete Schedule 2 and insert:

Schedule 2 Prescribed Offences			
			[Clause 2.2]
Item No.	Clause No.	Nature of Offence	Modified Penalty
1	2.1	Cat in prohibited area	\$200
2	2.2	Cat causing a nuisance	\$200
3	3.2	Failure of a person to hold a permit when required	\$200
4	3.8	Breach of a condition of a permit	\$200

7. Schedule 3 amended

~~(+)~~ Delete Schedule 3 and insert:

Schedule 3 Cat Prohibited Areas	
[clause 2,1]	
Places where cats are prohibited – All City of Fremantle owned and managed property.	



ATTACHMENT 2 – Table of Submissions

Cat Management Amendment Local Law 2022 submissions		
NO #	Suburb	Comment
Note: Identifying information other than Suburb has been removed.		
Do not support 39/114 (34.2%)		
Support 73/114 (64%)		
Unclear as related to amendment local law specifically 2/114 (1.8%)		
1	FREMANTLE	About time cat restrictions were in place. They've been practised elsewhere in WA for years
2	HILTON	Cats should be allowed to be outside during day light hours. Make it a Curfew, not banning them from being on verges and streets. It will be very stressful to adjust a cat to indoors only and will be animal cruelty. If this law passes, I expect Fremantle council to pay for cat litter and trays. As this is an additional cost to people whose cat doesn't currently use a litter box.
3	HILTON	It's absolutely cruel to keep cats indoors all the time and unhygienic too! I am afraid people will get rid of their cat and put them at the Cat haven.
4	FREMANTLE	I disagree with the extension of the Cat Local Law to include property managed by the City of Fremantle where that property is road (which definition includes footpaths and verges abutting the asphalt part) for the following reasons: 1. If the objective of the law is to protect native wildlife (a highly admirable objective) then there is not likely to be any wildlife (which is in danger of predication by cats) on roads. In fact, one could argue that having cats on roads might reduce the likelihood of wildlife being hit by cars. 2. 'Property' includes the airspace, and therefore it would prohibit any cat being transported via a roadway (or footpath) to or from private property, whether contained or not. This is plainly ridiculous. 3. The liability is strict. There is no obligation for the cat to be endangering anything, to be offensive, or a nuisance. It is a strict prohibition on any cat in roadway airspace unless a permit has been granted. 4. Our officers have better things to focus on than collecting up cats in the inner city where there is no wildlife whatsoever (except the rats and mice from local restaurants and the port). 5. Cats are appropriate companions for many inner-city dwellers. They are inappropriate in less built-up areas where there is native wildlife, including (native) birds. In fact, any evening trip down Capo D'orlando Drive would tell you that there should be lots more cats roaming around Inner-city roads. The rat and mice plague was absolutely horrendous until about nine months ago. I'm presuming mass poisoning was used. I'd prefer cats. 6. If discouraging uncontrolled breeding is the objective (another fine objective), then this could be dealt with far more effectively than assuming cat copulation will be occurring in rampant proportions on roadways. 7. If it is a revenue collection policy, because it doesn't achieve much else, I would suggest that the burden on staff would be outweighed by the revenue. It's not a good revenue collection policy.



		Throw the book at owners whose cats are in wildlife areas, by all means. But don't place an unreasonable burden on people (often singled otherwise alone) who live inner city and have chosen an appropriate inner-city animal companion prior to this law ever coming into consideration. It is unreasonable and unfair. I would also like to make a suggestion about the process. It would be easier for people to comment if the bylaw amendment was shown in markup, rather than just the words of the amendment, because you still have to trail through the local laws, find the right law, and extrapolate how the amendment changes the current text. While your summary, however, was good, one actually needs to read it for oneself. The amendment by itself was not that helpful.
5	SOUTH FREMANTLE	I reckon the proposed amendment is well overdue, and a good temporary fix. Many other councils have a 24/7 ban on cat movement out of the owner's property and cat enclosures become the norm; for example, I cite The Yarra Ranges Council in Victoria. I once had a quenda (no it wasn't a rat!) living in my back garden. Frogs used to happily live in the garden too. But alas two predatory cats have hunted them down. Happily, the faster native birds, like wagtails can still frolic despite cats.
6	WHITE GUM VALLEY	I think this proposal is unfair to owners of cats that are not nuisance cats. It seems extremist. Our cat largely stays within the boundaries of our plot, although sometimes goes on the footpath. She is afraid of birds and is not a nuisance cat. We keep her indoors at night and when we are not at home. To install a cat fence would be really expensive and also unattractive. Cats do not like being tethered. For these reasons I'm against the proposal.
7	HILTON	While I agree with the sentiment that native wildlife is needing to be protected, this proposed bylaw will do nothing to help! The native species have already been pushed out of the city due to habitat loss long before many of us have lived here! When was the last time anyone saw a Possum or a Kangaroo in the city? These aren't prey that a house cat would be blamed for killing, but they're still missing in our "garden suburb". I feel like this proposed bylaw is more of an attempt to LOOK like the council is doing the right thing, because the time to act has already passed. Why else would the assertion be made that " cats who live indoors wouldn't be subject to being hit by cars or suffering". The quality of life for a cat should also be considered. As being locked in a house for your entire life is a grim existence. Pretending that the council cares whether cats' quality/length of life are of concern is disingenuous at best. The likelihood that many cats will be surrendered or exterminated is a more likely scenario if cats are made to be kept inside. This is also sure to cause community tension where neighbours feel the need to dob each other in, fracturing our feeling of community. Please find a better way to look like the council is trying to do the right thing. This isn't the way.
8	HILTON	I don't agree on these laws this is just a waste of taxpayers' money. I would much rather you invest your resources into making Fremantle a safe and clean shopping city again and to invest in making it easier to rebuild and tidy up the city of Fremantle including the surrounding suburbs. We live in such a beautiful spot that needs to be shown and allow people to add changes to create a modern and diverse city.
9	NORTH FREMANTLE	It should be mandatory for all cats to wear a bell on their collars. This would alert vulnerable prey of their presence and provide an opportunity to escape.
10	NORTH COOGEE	I support the amendment. In my experience there are too many irresponsible cat owners, and it is affecting local native wildlife.



11	FREMANTLE	I agree with the proposal. Cats should be confined to the owner's property as all other animals are expected to be. I am constantly waking up to cat fights on our verandah and street at night, our porch being marked with cat urine and our chickens harassed in our backyard. Owners are always saying 'not my cat' when you tell them what they are up to, knowing full well they are wandering.
12	BEACONSFIELD	Fully support banning cats on streets I have witnessed multiple feral and unchecked cats in my yard and street occasionally with killed animals. Had happened for far too long.
13	SOUTH FREMANTLE	Cats moving around outside homes in Fremantle and into/onto street verges, parks, bushland and, indeed, suburban gardens, cause significant losses of life to native bird and animal life. Cats need to be sterilised and registered (much the same as dogs) and the owner must take responsibility for their whereabouts at all times...in other words they need to be confined within the owner's house, or, if outside on the owner's land, then in a properly constructed, secure cat 'enclosure'. Cats are the animal kingdom's most efficient hunters and killers and therefore they have no place loose in suburbia.
14	NORTH FREMANTLE	All cats should be managed under the same laws as dogs. With maximum numbers, microchipping, desexing and registration. Cat containment structures should be allowed on all council residential properties. Only Ethical registered breeders should be allowed to breed cats. Pet stores in the City should only be allowed to rehome rescue cats and dogs and not be allowed to offer for sale any new puppies or kittens unless from a rescue.
15	HILTON	I don't believe that cats should be allowed outside at any time, day or night. I fully support the city of Fremantle proposal.
16	EAST FREMANTLE	While I support the idea that cats should be indoors during the evening I am completely against the idea of forcing owners to now have to spend large sums of monies to enable cats to have to stay indoors or behind a fenced area. I am flabbergasted that the council would spend time and resources into matters like this when we have so many other issues to worry about such as the poor state of our business precinct that is seeing so many businesses close down regularly. The appalling behaviour by large amounts of vagrants every single day that steers locals and visitors away from our town. The west end of Fremantle is dead yet there seems to be no plan or incentives to attract retailers. The cost of parking is another deterrent for locals not to go in to Fremantle which is such a pity as we love this town but we cannot afford to pay \$6-\$12 dollars per occasion. The above is just a few examples of the poor state of Fremantle and I hope it can be turned around. I just don't see how focusing on cats is productive
17	WHITE GUM VALLEY	I fully support the City's proposal of stricter cat laws. Cat owners must be more responsible for their pets and keep them enclosed, not wandering the neighbourhood. We must do more to protect our wildlife and this is a great step in the right direction. Thanks!
18	BEACONSFIELD	Get rid of the cats
19	FREMANTLE	Cats on leash or in secure containment (backpack or harness) can't be walked on council property. Seems a bit biased. Fines will need to contain evidence of cats being on prohibited areas. More funding for rescues and cat rehoming will reduce feral cat numbers. Also, Vermin control should be instigated by council as a result (reduction of port mouse and rats). Punishing cat owners for an issue that could be better resolved by funding feral cat rehoming and capture



		societies, and that will backfire as domestic catch rates are much less than feral catch rates. Should council be obliged to provide resources for Catio/s/escapeless backyards? Supervised outdoor time?
20	EAST FREMANTLE	In the interest of our remaining wildlife, I fully support the proposed measures to control nuisance cats.
21	BEACONSFIELD	As a long time, cat owner, someone who previously owned outdoor cats, I am in full support of these amendments. We must get the stray cat problem under control, and stop pet cats being out at night too, the impact on wildlife is just too great.
22	BEACONSFIELD	I 100% agree with the proposal
23	SOUTH FREMANTLE	All cats to be contained on the owner's property and micro chipped in case of escape. Owners to be fined for cats being at loose out of their property. Cat traps to be provided by CoF and cleared by them. Maximum two cats any one property.
24	BEACONSFIELD	Yes, this is a good idea. I do think it should be supported with a great PR campaign to educate people on the benefits for both the cats and the wildlife. It would also give people time to make the necessary changes they need to manage their cat at home scenarios (e.g., cat run / enclosure). It would certainly be great to see less missing cat posts on fb. I also hope that there is a strong humane plan to support the cats that may not be collected by owners that are found roaming (e.g., cat haven rescue).
25	WHITE GUM VALLEY	I fully support the proposed amendment to the City of Fremantle Cat Management Local Law.
26	HILTON	I support the proposed amendments completely. I believe cat ownership needs to be as regulated as possible as cats have the potential to be highly problematic to residential and public spaces. These amendments encourage further protection of important wildlife in these areas and further help to limit the spread of unsupervised cats causing damage
27	SOUTH FREMANTLE	I agree with the newly proposed laws. I have a beautiful pond with native fish and frogs, and I am sick of the local cats eating my fish!! I keep my dog under control people should do the same with their cats.
28	SOUTH FREMANTLE	Responsibility of keeping a cat contained on the owner's property is the right way to go. I have to keep my dog restrained yet cats currently roam free. Nearly hit a cat every time I drive down my St and my dog would love to hunt all of the cats, we encounter on our walks that are roaming the paths.
29	WHITE GUM VALLEY	I fully support the new amendments to the Cat Management laws. I have seen multiple cats in our laneway at night. I have seen dead frogs and birds in the laneway as well, which I'm pretty sure are from the cats' actions.
30	FREMANTLE	Fully support moves to restrict movement of cats from owners' property, except when on leash. It is unacceptable that cats can wander off owners' property and kill/harm wildlife or become stray. This may need to start by applying to all new cats, as cat runs, leashes, etc. may not work for older cats, or for some properties.
31	SOUTH FREMANTLE	I agree with the proposal to keep cats away from said areas. they kill too much wildlife i.e., birds' lizards etc. I would prefer cats stay in their homes not on the streets
32	EAST FREMANTLE	The proposal is too extreme. Suggest that all cats be required to be inside and not roam at night-time (only)



33	FREMANTLE	I agree that the addition to the current cat regulations should go ahead. However, I do not think that the regulations are sufficient to prevent cats from killing birds. Many councils around Australia have rules that cats should not be allowed outdoors unless constrained within a cage structure. I think Fremantle should impose that rule too.
34	EAST FREMANTLE	I would support any laws that decreased cats roaming freely particularly at night. We have a large amount of beautiful native birds and animals in our area and know of numerous neighbourhood cats allowed out at night who regularly hunt and kill.
35	SOUTH FREMANTLE	The Proposal is completely flawed, cats currently freely access outside, it would be extremely cruel to suddenly keep them inside without outside access. It will add yet another layer of stress to households having to try keep cats inside, each day trying to gingerly open doors or windows without a cat bolting & escaping. I can see the scenarios, the cat bolts as you leave for work/school/Uni appointment etc you try to find the cat & get it back inside without being late! It is simply not possible to permanently keep cats inside, that are used to outdoor access, unless they have been bought up this way from birth. Cats used to outdoor access that are forced to stay inside only, will definitely escape at the very first opportunity. It is also impossible to train cats (unless from birth) who are used to free outdoor access to walk with a lead, cats cannot be trained like a dog. It is also very difficult to keep cats within property boundaries & although you can try to secure your own boundary etc you have no control over neighbour's boundaries, trees, fences etc & cats jump & scale great heights, trees, fences, roofs etc. A cage is not the answer. It would be Incredibly cruel to keep cats in a cage as they require exercise, to climb jump etc. Fremantle is a domestic Urban area, endangered species do not live-in urban areas in fact the prevalence of rats & mice pose a far greater threat to our wildlife & cats are a welcome natural predator. The hostility towards cats is miss placed & hypocritical, with climate change 'literally & metaphorically' such a burning' issue & having a devastating effect on our wildlife & environment, why on earth is the council perpetuating the hysterical demonisation of the domestic cat & owners? We know that dog faeces & urine is having a significant negative impact on local biodiversity, should we therefore keep dogs within the house & boundaries? I can imagine the uproar! The singling out of one domestic introduced pet species over another to satisfy a flawed perception is completely biased & wrong.
36	FREMANTLE	I fully support the proposed Local Law. Several neighbours in Holland and Chalmers Streets have cats and they roam well beyond the owners' properties. These cats, numbering around six, wander on the verge, visit our property to sit beneath bushes, come onto our front verandah and sit on our chairs and hang around the bird bath in our backyard. We have nicely mentioned to some of the owners that we don't like cats and would like them to stay away, but they make no effort to control the movements of their cats. I accept that people enjoy the company of cats, but I would like to see the cats kept on the owners' properties inside or in cat runs and to be prevented from killing birds and lizards.
37	FREMANTLE	I am very supportive of the proposed legislation. I think the less cats there are the better. Whilst understanding that is an extreme view, it's reflective of my feeling towards the damage and destruction that can be caused to vulnerable wildlife in our suburban areas. You need only read about the destruction of a fairy tern community in Mandurah from a single cat. I'm looking forward to seeing this pass through the council at Fremantle and it being enforced.



38	FREMANTLE	While I support responsible cat ownership and think it's sensible for cats to be required to wear bells and be restricted from going out at night. I don't think that there should be nuisance laws/rules, as this could easily become subjective, and it could result in people reporting cats for incorrect reasons. I think that many cat owners do not know how to entertain an indoor cat and would benefit from education/tools in that space. Otherwise, I worry that we are likely to see a spike in cat surrenders. I also strongly oppose euthanising cats in shelters.
39	SOUTH FREMANTLE	We constantly have cats wondering in and out of our yard and fighting at nights. What and how much wildlife they kill I have no idea. It seems ridiculous that we have to control dogs from humans, but we don't have to control cats from wildlife. I'd like our kids to grow up knowing what a bobtail is.
40	FREMANTLE	Thank you for your proposal to limit the movement of cats outside of their respective homes. We used to live in White Gum Valley and on occasions, too numerous to mention, we saw cats crossing Stevens Street and entering Booyeembara Park. On our walks in the park, we also spotted cats. Some recognised cats (the same cats) were also seen in Valley Park. Cats also made our outside patio area a place for them to rest with the occasional bird in their claws. One time I counted 4 cats resting on the warm asphalt of Farrier Lane. Somehow there must be legislation for ALL cats to be sterilised. Cats must be registered the same way dogs are. Cats caught wandering without registration collars must be put in a pound and put to sleep. The owners of caught, registered, cats need to be given substantial fines, so the animal is kept inside the home at all times. Introduced species are a menace to our unique wildlife. They encompass not only cats, but dogs, pigs, horses et al. It is the responsibility of governments both local, state and federal to show that they WILL show respect for our native fauna and flora by, over time, eliminating species that show no respect for our unique and diverse country. Small steps can accomplish great outcomes and the proposed City of Fremantle Cat Management Amendment Law 2022 is indeed a small step in the right direction.
41	HILTON	I fully support this proposal to control cats from roaming our streets
42	HAMILTON HILL	Cats need to be kept within the owner's home boundaries - that is, to the property that is leased or owned and resided in by the owner of the cat. Runs, shock collars, leashes, don't care. Just keep them out of other people's yards and out of bushland.
43	MOSMAN PARK	I would like to oppose the amendments. The amendments are oppressive to many cat owners, they are also difficult to enforce and impractical. Cats provide low-cost companionship to many people of limited resources and means who often live in smaller premises often in rental properties that are too small to allow and dog or prohibited by landlords. Many cat owners are senior citizens or disabled people with limited mobility, cats provide wonderful companionship for these people as they do not require exercise like a dog. These amendments will create an offence if a cat was to place a single paw on the person's front verge or footpath. In most cases cats that do this or go to these areas create no problems for any other person or wildlife. Creating an offence and issuing fines to people of limited means for such a technical and petty offence would be anti-community minded, oppressive and not in any way advancing the purpose of the legislation. It would mean elderly and vulnerable people who own cats would be extremely anxious about their pets and be in real fear of heavy-handed law enforcement. It may mean they feel forced to give up their pets, increasing sadness and loneliness in our community. We know from many studies that pet ownership helps people with quality of life and



		<p>mental health.</p> <p>I also think that enforcement of a rule like this would be impractical to enforce and would consume considerable council resources to be enforced effectively. Cats would have to be trapped on a person's own verge before identification could occur. Council already has significant problems with the enforcement of dangerous dogs that pose a threat to human safety. Resources are better spent on that issue. I understand that cats should be kept out of wildlife reserves and parks, this should also be a priority for rangers rather than cats on footpaths and verges. I suggest the new laws are more considered and that cats found on footpaths and verges not be included as an offence unless the verge is a registered as one that bans cats by the owner of the premises.</p>
44	FREMANTLE	<p>Yes, there is a huge problem in Australia with cats killing wildlife. There are estimated to be up to 6.3 million feral cats in the country and their effect on wildlife is horrendous. We should do everything in our power to counteract this problem.</p> <p>But our poor domestic moggies – leave them alone. The amount of wildlife taken by domestic cats is minuscule, and around Fremantle, they are more likely to be taking rats than birds. The world has enjoyed having domestic cats for almost ten thousand years and birdlife still flourishes. Most cat owners are already 'responsible cat owners' and I resent your suggestion otherwise. There are not many cats roaming the streets of Fremantle at night these days. I was wondering if the FCC was considering fining itself for the blatant breach of the current cat laws by keeping unregistered cats at the Knutsford Street depot. Mind you if you get rid of them you will soon have a rat problem.</p>
45	SOUTH FREMANTLE	<p>Totally oppose this proposed local law amendment for many reasons. Firstly it's frankly just cruel to many cats who like mine, have never had this restriction and often sit in driveway, move around street, friendly to neighbours and causing no harm in this way. During the day when she is free, she mostly stays in the house/yard but is known in street and never seen to wonder any further than each end of street, follows us a little down the street. Many cats in these very urban areas i believe are not a great threat to wildlife - specifically endangered wildlife or birds, no parks nearby she can go to. She used to catch rats occasionally which she 'presents' to us, and if she catches birds i never see them but they would be local non threatened species at least - doves mainly which are the slowest. I believe this proposal to be completely unfair and an 'over the top' reaction to some irresponsible cat owners, and obviously a lot of cat haters. Training an older cat to start to use a lead would also be very difficult and unkind. There are surely many much bigger issues for the city to expend time and energy on. Perhaps focus on irresponsible cat owners near big parks, and wild areas only.</p>
46	FREMANTLE	<p>I am in full agreement for having stricter rules regarding cats and their devastating impact on wildlife.</p>



47	BEACONSFIELD	I support increases to controls on cat ownership. Cats have had a devastating impact on Australian native animals. They are predators and they kill native birds, reptiles, frogs, small mammals and marsupials. They should not be permitted to roam from a netted outdoor area. The consequence of allowing them to roam, is the death of native animals. I witnessed a cat kill a bobtail in our backyard on Annie Street. This bobtail survived in an urban environment and found a sanctuary habitat in our native garden. Only to be killed by someone's pet cat. One of thousands of native animals that cat would have killed and would go on to kill. But that was our little bobtail, that lived in our back garden. My daughter had named her Gemma lizard when we first saw her. We would see her every now and then, grown more and more each time, but still not fully grown. Her mum or maybe dad, lived in our front garden. It was amazing having a little bobtail family in the midst of suburban Beaconsfield. A pet cat was allowed to come into our garden and kill her, a native animal. I cannot see any acceptable reason to allow cats to roam. What could possibly outweigh the life of our native animals?
48	HILTON	Cats are great pets, but they've done incredible damage to native wildlife. Any increased control measures are welcomed.
49	SOUTH FREMANTLE	Cats should not be allowed to roam freely Cats should be confined to owners properly. Cats should be registered and wear a colourful collar with a registration tag License fees to be used to employ dedicated rangers to monitor the act. Residents need to be encouraged to report roaming cats and rangers given power to respond to complaints
50	WHITE GUM VALLEY	I support the proposal, I like cats, but they are natural predators, and our native wildlife needs a chance.
51	EAST FREMANTLE	Ban cats from all public areas
52	FREMANTLE	I wholeheartedly agree with the update to the local cat management law. I am a cat owner, but I understand the risks to local wildlife and to the cats themselves when they are permitted to roam. Many cat owners are, unfortunately, not responsible and allow their cats to roam despite the risks so hopefully the fine associated with this new law acts as a sufficient deterrent. There will be people who oppose this change, so perhaps there could be some sort of subsidy for outdoor cat enclosures as a middle ground?
53	NORTH FREMANTLE	I totally agree with the proposed amendment. I would like further restrictions on cats being allowed outside in Fremantle.
54	SOUTH FREMANTLE	I am opposed to this proposal. Keeping cats indoors is very difficult. You have heard the saying "like herding cats". The law would therefore be very difficult to police. So many houses own cats that it is inevitable that some will escape. Your rangers will not be able to do anything else besides hunt cats. Cats will prey on rats and mice more than numbats and other cute native animals because there are far more rats and mice in Fremantle than natives. Keeping cats indoors will therefore result in an increase of vermin.
55	FREMANTLE	I strongly support the amendment. Unfortunately, I find myself disposing off the remains of native birds on my property every few months. I am forever shooing off local cats and would be very appreciative if their owners' could take more responsibility for containment. Hopefully this amendment will help.
56	FREMANTLE	I am strongly in favour of cat management.



57	SOUTH FREMANTLE	I think the proposed law for cats is an excellent and positive move forward. I will be happy to not have them roaming through my garden and eating birds in our neighbourhood.
58	NORTH FREMANTLE	As a former GP vet of over 30 years and now a volunteer vet at the WA Wildlife Hospital, I see all too often the terrible injuries inflicted by wandering cats on our precious native animals and indeed on each other. Cats are beautiful, efficient killers but have no place in our environment. They can have happy, peaceful and healthy lives inside their owners' houses and there are amazing cat runs that can be built to enable them to enjoy fresh air and exhibit natural play behaviours with no threat to other animals. I fully support Fremantle Council in increasing the restrictions on cats in the environment and hope they will be able to fully implement these restrictions as soon as possible. It will save many, many lives.
59	WHITE GUM VALLEY	Disagree with this proposal. It would be reaching too far into ordinary peoples' liberties and impossible to implement. As much as I agree with the programs control of feral animals, especially cats, in natural environments which is very important and managing strays in metro areas is also important. Also, the policy of catching domesticated cats in parks and other 'natural' areas managed by the city makes some sense in preserving native fauna and ecosystems. However, most verges, and sidewalks and other areas are not well managed by the council. These areas are connected to homes and living spaces, and therefore should be available for use including by pets. If the council wants to police pets and fine pet owners it should focus on dogs in areas where they should not be (especially south beach) and dog mess not picked up by the owners (in schools, sports fields, and on sidewalks).
60	BASSEDEAN	As someone who has owned multiple cats, I fully support stricter laws aimed at protecting native wildlife which is on the brink of collapse already. Cats are Apex predators and make easy prey of native species, due to the fact that no cat like predator existed on this continent prior to colonisation.
61	BEACONSFIELD	Fully support this amendment
62	WHITE GUM VALLEY	Great initiative but \$200 fine won't change anything
63	HILTON	Another long overdue piece of legislation. Cats should not be allowed out at night unless the Yard is made to contain them. Personally, I prefer they remain indoors all the time unless again your garden or yard is rigged for containment. Would probably save on Vet bills as well.
64	SAMSON	As an avid supporter of the preservation of native flora and fauna and a long time Samson resident who regularly witnesses local cats hunting native species, I support the proposed City of Fremantle Cat Management Amendment Local Law 2022. I would also welcome tougher laws and better support for residents who would like to protect the native species residing on their private property.
65	WHITE GUM VALLEY	I support the amendment to the cat management laws. Many cat owners in my area feel free to let their cats roam free at night and I see them hunting at dusk in Boo Park. Also, I am fed up with them digging in my garden beds and defecating there as that is a health risk as relating to toxoplasmosis.
66	SOUTH FREMANTLE	I know that cat legislation has to be strengthened because as a person in South Fremantle I have cats coming onto my property at night defecating in my yard. I see them also in the daytime (mostly early morning) preying on our beautiful



		bird life. (Doves, honeyeaters and New Holland birds) What upsets me the most is some of my neighbours let their cats out to roam with no regard to the above issues. I really think it is time for the cat owners to be held accountable in the same sense that dog owners are held accountable. The feline species is absolutely decimating our wildlife and some of the "Moggie" brigades do not care about that.
67	COMO	I support bringing the laws relating to pet cats in line with existing laws relating to pet dogs. I support reducing the impact to native wildlife from predation by pet cats. I support owners being required to keep their animals off public lands to reduce feral & stray cats in the environment. I would like to see more local councils in WA follow suit.
68	EAST FREMANTLE	Local cats are decimating the local birds in the old leafy areas of Fremantle. The sooner we start with this cat initiative the better. So many instances of local cats seen strutting about in the evenings with a little Willy wagtail. Dove or lizard in its mouth sickens me. They are out of control. Do it sooner rather than later
69	FREMANTLE	I agree with the amendments
70	FREMANTLE	I am against keeping cats inside all times in the City. They are animals and need to have free range. Not everyone has space for an outside cat run. Also, most cats don't hunt. I do agree to keep cats away from the big parks.
71	EAST FREMANTLE	I agree with the councillors' amendment to local Cat Laws. As a Fremantle resident for 58+ years i have witnessed firsthand, the damage local cats have caused to the wildlife. Although purely anecdotal - i can describe many years in leafy East Fremantle when the number of Local feral cats became so overwhelming, that likeminded individuals took action to address the problem. Once this was addressed, the bird life, flora and fauna returned in droves. The problem in the "Fremantle's" is mainly caused by a combination of; (a) The excellent old growth habitat akin to any older well-to-do suburb. The large leafy blocks, abundance of parks and reserves, and neglected buildings create a perfect haven for feral cats. (b) All your very nice, very kind ... old and wealthy baby boomers, with their subset of "Cat ladies" are a hidden epidemic. whilst being absolutely delightful individuals, it is very hard to convince these people - that having 4 or 5 cats - all roaming the local area at night is causing incredible damage. They simply will not have it. They are besotted with their moggies, and Ignorance is bliss. Of course, there are many intellectual arguments raging on several forums regarding the above. I will not enter into these. However, I can assure you that the number of times i have seen the "Local Cat" strutting along one of our limestone walls, with either a tired old willy wagtail, dove, honey eater, baby magpie, Lizard, gecko or skink are simply too many to mention. I'm in. Excellent initiative.
72	FREMANTLE	We are writing this submission as responsible cat owners and renters in the City of Fremantle. In general, we support the effort of the City of Fremantle to reduce the negative impacts of owned cats on urban wildlife. We also agree with the principle of cat containment. However, we believe the proposed amendment has been drafted without due consideration of the impacts on renters, as follows: 1. To comply with the proposed amendment, the City of Fremantle suggests that cats can be effectively contained with "inexpensive modifications" to property, such as cat patios ("catios"), cat netting, cat fences, etc. 2. However, renters cannot realistically comply with these proposed measures, because renters have no scope to make the required modifications to their residences for cat containment to be effective.



		<p>3. Furthermore, we are living through the worst housing crisis of living memory, with extremely limited rental vacancies and surging house prices that have put home ownership beyond the reach of prospective first home buyers. Most renters are now facing the prospect of long-term renting with escalating rental costs. Renters who have existing pets already face significant challenges finding rental properties where pet ownership is allowed (and noting that many landlords permit cats, but not dogs). Therefore, requiring cat containment would make cat ownership virtually impossible for renters, causing significant hardship and anguish for existing cat owners who could be forced to surrender their pet to find a place to live.</p> <p>4. To counter the suggestion that existing cats could be contained fully indoors by renters, it must be noted that existing adult pet cats that live partially or fully outdoors cannot be contained to indoor environments without significant adverse welfare and behavioural impacts.</p> <p>5. Even if indoor cat containment is theoretically desirable, fully containing a cat indoors is also not achievable for many renters. In our case, our windows and doors have no fly screens, which means that our cat can escape into our yard. Yet we cannot install fly screens in a rental property.</p> <p>Though we cannot fully comply with cat containment, we are nonetheless responsible cat owners. Our cat has limited periods of outdoor access, with supervision, and is fully contained indoors at night (with windows closed). Furthermore, we have fitted our cat with a bird-safe cat collar (pictured; the collar also has two bells), a large, colourful fabric collar which has been shown scientifically to reduce urban predation by cats by 87%. Commercial bird-safe collar products include Birdbesafe™ and CatBib™, which retail locally for around \$20. Bird-safe collars can also be made from colourful fabric even more cheaply, following freely available simple sewing patterns. Compared to property modifications, bird-safe cat collars are a genuinely inexpensive option that all cat owners can and should implement to effectively protect urban wildlife (birds, mammals and reptiles) within the cat owner’s yard or elsewhere, as confirmed in a local study conducted by Murdoch University.</p> <p>We would like to propose the following changes to the proposed amendment:</p> <ol style="list-style-type: none"> 1. Cat containment as proposed by the City of Fremantle is applied at night. Most negative impacts of owned cats on urban wildlife occur during hours of darkness, with nocturnal native marsupials particularly affected. This is also the time period when cats are most at risk of injury from traffic impacts, cat fights and other traumas. 2. All cats are required to wear a bird-safe collar (in addition to bells and an identification tag) to reduce predation during daylight hours (when birds and reptiles are the main wildlife at risk), when not strictly contained to their owner’s property boundary. <p>Apart from these changes to the amendment, we suggest that the City of Fremantle should strongly encourage that all cats wear bird-safe collars when outside at all times, including inside their own property boundaries, to reduce the overall impact of cats on urban wildlife. Alternatively, if cat containment laws are passed as proposed, the City of Fremantle should offer significant subsidies for cat-owning renters to make effective but temporary property modifications to achieve cat containment, without violating their rental lease conditions. Means-tested subsidies could also be made available to low-income property owners who cannot afford the necessary modifications. Finally, we humbly request the City of Fremantle to consider that in these trying times, cat ownership brings substantial wellbeing</p>
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		benefits, and that adverse impacts on renters – already faced with a challenging housing environment – should not be discounted.
73	WILLAGEE	I believe cats should be restricted to within their residences and not free to roam to kill wildlife. They should be registered like dogs.
74	FREMANTLE	I am happy to see any controls on cats made law, the stronger the better
75	SOUTH FREMANTLE	This proposal is very cruel and also unnecessary: there are no endangered species living in urban areas and our parks are already protected by law. Efforts should be made to reduce the population of feral domestic cats by castration/sterilization. The continuing habitat loss (land clearance, etc; here in Freo by cutting down old trees) is the greatest threat for native animals. It'd be extremely cruel to force an outdoor cat to become suddenly an inside only cat. A healthy cat needs to move freely, climb and jump and lay outside in the sun! A cat is also a rat and mouse eliminator, important in all Fremantle! Cats make wonderful companions; it saddens me to see so much hatred towards them!
76	HAMILTON HILL	I strongly agree that all cats need to be sterilised. There are way too many domestic cats that become feral & kill all the birds, lizards and little critters often to kill unnecessarily as a sport. Outdoor cats need to be kept within enclosed nets within the boundaries of their property & not free to roam, dedicated & not destroy our flora and fauna. Only certified breeders should be allowed to breed cats. Too many irresponsible people own cats & research suggests most cats will kill up to 1200 birds, lizards & other critters within a 12 month time frame- domesticated or not.
77	SAMSON	Completely disagree with this. Cats are not the problem here, it's the destruction of nature by human expansion of roads, houses, eating up areas. Cats are good companions to elderly, those suffering from mental health, increasing wellbeing. Fremantle council has a vendetta against cats which has got completely out of hand. We live in a city, built up areas, not the bush. If you do this for cats, you should do the same for dogs. I'm fed up with viscous dogs not controlled by owners, and dog shit everywhere in parks on paths and roads. Do something about that please! Getting so fed up with Fremantle Council on things like this. What a total waste of time, not to mention more laws on telling us what we can and cannot do. Dogs are far more of a problem. Do something about that. So angry with this.
78	HILTON	Please do not allow this to go ahead. Cats provide joy to many people and placing restrictions on cats in the community could have a terrible impact on their mental well-being.
79	FREMANTLE	I support this proposal. While I am a cat lover and cat owner, I think cats should be kept indoors or in a controlled outdoor space, such as a 'catio', rather than roaming free where they can attack native wildlife.
80	FREMANTLE	There are a few stray cats in Manning Street, have found feathers and the occasional bird found in our rear garden. Cats sleep on our front chairs and roam the verges during the day. Indoor cat areas are good for safety as well as the birds/wildlife.
81	WHITE GUM VALLEY	I don't believe mandating cat behaviour for existing pet ownership is fair or possible. If you must bring in this new legislation, I think it should be for cats acquired after the date it is introduced. Domesticated cats have traditionally been able to 'roam'. Many owners allow this, cats cannot be controlled in the same way that dogs can. Radical change needs to be introduced gradually to be effective and include multifaceted approaches, such as sterilization to control, sensible curfews and more strict protocols for kittens acquired post the new legislation.



82	SOUTH FREMANTLE	Bit much. Keep it to parks and such. What damage is a cat doing on the footpath?
83	SOUTH FREMANTLE	It's a great idea, cats are a scourge and the response to proposals like this from some cat owners shows that they just don't appreciate the impact they have on native wildlife
84	HILTON	In my area there are soo many pet and feral cats roaming at night I can't keep track. I have counted at least 7 different cats that roam day and night. Some of these cats cross my property daily. They are a nuisance for spraying and defecating on my property. As well as the domestic cats fighting the tomcats at all hours. I'm unaware of any wildlife being affected but I may not see it. I would prefer there be rules in place to prevent the above occurring. The alternative is trapping the pest cats and taking them to the vet. I haven't done this as I don't want to stress or injure the cat. Why should it be my responsibility to look out for so many cats? I don't mind cats, but man. Keep them at home.
85	BEACONSFIELD	Great initiative, we are woken up multiple times per week at night by cats fighting on the street in front of our house
86	FREMANTLE	This is completely ridiculous and can't believe you are wasting ratepayers' money pursuing it
87	EAST FREMANTLE	As a ratepayer in Fremantle, I wholeheartedly support this proposal
88	PALMYRA	I support the local law and encourage other local governments to do similar. I would prefer the local law to be extended to limit pet cats to their owners' properties only.
89	FREMANTLE	I think in regard to this proposal, the term "nuisance" should also include any damage or threatening behaviour to native animals. Any cats that have been allowed to roam in any reserves or property other than their owner's property should also be considered a nuisance unless explicitly allowed by that landowner. Further fines should apply to owners that allow their pets to roam unattended and are unaware of their whereabouts at any time.
90	BEACONSFIELD	I understand the need to reduce cats near native bush but in areas where it is mainly residential, I don't think this new law should be enforced. In saying that, if this change is going through, please take into consideration cats that are already registered with the council. The stress of having to now keep these animals locked in is unfair not only on the cat but also the owner. Whether you are a cat lover or not, their animal rights should be taken into consideration. If the suggestion is that a cat run, or special fencing needs to be put in place then the council should be offering funding towards this for people whom already have cats registered with the council. It is unfair to expect residents to pay for this at this late stage. Should this of been a requirement before moving to Fremantle we may have considered not getting a cat or would of trained it to be inside when it was a kitten.
91	BEACONSFIELD	Any cat found away from the property where it lives - it is a killing machine on the prowl. It is the owner's responsibility to keep the cat on the property. There is no excuse or free pass - for a cat to be away from the property. If the cat strays from the property - the owner should be fined, the cat captured and/or killed. No second chances or 'warning'.
92	SOUTH FREMANTLE	Fully supportive of furthering of Cat Management program.
93	WHITE GUM VALLEY	I live opposite Booyeembara Park and know that cats kill wildlife in there. Our wildlife are endangered by cats throughout the Fremantle area. I agree with the proposed amendment to expand the cat prohibited areas to cover all



		property owned and managed by the City, including roads, verges, footpaths and car parks and with provisions to deal with nuisance cats.
94	WHITE GUM VALLEY	<p>I disagree with this proposal. It is extreme in its intention to over manage the cat population. Cats are very valuable pets for a large number of people and have been house pets for hundreds of years. For many people who live on their own, a cat provides company and pleasure, they are like a family member. To have to keep the cat as a totally inside animal will cause stress for many people whose cats have grown up with daytime freedom. Cats play an important role in keeping mouse and rat populations under control. I would question who is responsible for drafting this proposal. Do they own a pet themselves? Do they have understanding of the important role a cat can have in the lives of families, children and people who live alone?</p> <p>Will the council provide support for the necessary property changes that would be needed (instalment of cat runs) for cats that have already been living in the council area. If the proposal is to be considered at all, I'd like to suggest an amendment which would see the restrictions in place during night-time hours and relaxed during daytime hours.</p>
95	BEACONSFIELD	<p>This is a crazy proposal. Cats very much live their lives quietly and do their own thing. Dogs, on the other hand are a different story. All I hear, all day long, are badly trained dogs barking around the neighbourhood. I've had my kids almost knocked over by out-of-control dogs running free in the streets, or dogs fighting. Dogs are now allowed in certain shops and restaurants and again, I've been exposed to dogs fighting or running up to my toddler and barking in their face, while the owner assures me it's "just being friendly". Dogs run in to my front and back yard, and I'm constantly cleaning dog poo from my front garden and lawn.</p> <p>Cats have never ever done any of those things to me. I would suggest this proposal is a waste of the council's time and they should work on other things.</p>
96	FREMANTLE	<p>The amendment to Schedule 3 to include all City of Fremantle owned and managed property as Cat Prohibited Areas appears problematic when section 2.1(1) identifies that 'A cat shall not be in the places specified in Schedule 3 at any time, whether or not under effective control.' Unless there is further clarification or amendment, this would prohibit a person from prohibit any cat (whether leashed or in a cat carrier under supervision, e.g. under effective control) from being on a road or sidewalk. How does an owner transport the cat to the vet/alternate accommodation if the animal is not allowed on roads or footpaths?</p>
97	HAMILTON HILL	<p>I agree with the proposal and feel strongly about implementing stronger cat control and regulation in Australia and our local community. There are just not the same regulations dog owners abide by and not the same consequences for cat owners when cats roam/kill/disturb ppl. Cats need to stay on their owners property at the very least but in fact should be contained in a cat run to protect native fauna also. The way of the future is to transition to responsible cat ownership and the standard use of cat runs. It is much safer for cats and our wildlife. This is a step in the right direction but there is a long way to go...</p>
98	HILTON	<p>I agree that the council has to have more power over stray cats, or even domestic cats that are Wanderers. But our cat has been an outdoor cat (she spend most of her time indoors, but she has her own door so can go out when she likes) and I think to change that now would be very difficult. Her and our next door cat often visit each other on friendly terms, but apart from that she doesn't stay too far from our yard. I would hate to get a \$200 fine simply because our</p>



		<p>cat has gone outside to go to the toilet. I'm unsure of the actual facts of the new law, but if it's to keep cats indoors all the time then I oppose it.</p>
99	FREMANTLE	<p>About time that someone has made a move to protect native birds & animals in Fremantle. It has long been in force in other shires</p>
100	SOUTH FREMANTLE	<p>I Do Not agree with this proposal. Fremantle is a very urbanised built-up area. We do not have many native birds on these tiny blocks, what we have are mice and rats. Without cats (I estimate a couple in each street) people would be more likely to have to put down bait which would have more impact on bird life. Domestic cats are not feral cats. The figures given for bird kill include feral cats (much larger and hungrier living in bushland or domestic cats near bushland) not well-fed cats living on and an average Fremantle block. finally, this proposal would be hard to police, and be open to abuse by vexatious neighbours.</p>
101	SOUTH FREMANTLE	<p>Everyone talks about cats attacking and destroying the native animals / creatures, well I'm still waiting to see actual hard evidence on these statements, because to date we only have words and the odd selected photo that appears to show or depict cats destroying local wildlife. Absolutely not true, that cats are killing in the millions, native animals and birds daily, weekly, yearly. What is the issue, is manmade toxins, traps, discarded rubbish, micro plastics, poisons etc. so let's not jump the gun, point fingers because it's the easy option and a money making machine for shires, show us owners factual evidence, just as you'd have in court before passing judgement and putting laws / restrictions in place? I attach one factual evidence of a man-made trap that is causing us to lose our native wildlife. I hope you don't brush this aside, because it's easy, ask to see physical evidence over a period of time and see how, numbers in the millions and these so-called statements are arrived at. Or is it just hear say!!!! And the easy way out. Perhaps we should keep dogs, continually chained and locked up, they actually kill things as well, including humans. Never heard of a cat domestic killing a human.</p> <p>The accompanying image of dead animals stuck to insect traps has not been attached.</p>
102	BEACONSFIELD	<p>On 18 Feb 2022 I received an email from the 'My Say Freo' related to the engagement and consultations phase on a new proposal for amendments to the local law about cat management. In this email I found a link to a MySayFreo web page. On this web page the City of Fremantle describes the purpose of the proposed amendments as</p> <p>A. To "exercise control of cats" to better control "nuisance cats", and</p> <p>B. To "expand the prescribed areas in which cats are prohibited"</p> <p>The MySayFreo web page also contained links to the document "Proposed - City of Fremantle Cat Management amendment local law 2022.pdf". This document defines primarily two amendments to the law that relate to the proposed increased restrictions on cats.</p> <ul style="list-style-type: none"> • One amendment to Clause 1.4 with an updated definition of what is meant by "nuisance", and • An update to Schedule 3 where the cat prohibited areas are expanded to include "All City of Fremantle owned and managed property". <p>I have the following comments to the proposed amendments:</p>



		<p>Firstly I'm a long term Fremantle resident and I have never felt that there ever was or that there is a general and unacceptable level of "nuisance" from cats in Fremantle and I would be surprised if this is a widespread sentiment that can be well documented.</p> <p>Secondly I fail to see how the proposed exclusion of cats from all of the City of Fremantle owned and managed property will alleviate this apparent problem caused by cat nuisance. In fact I fear that restricting the roaming of cats further would likely lead to a significant increase in the number of feral rats in Fremantle. We have an ongoing problem with rats on our Fremantle property. The rats don't just hang around, they eat plants and enter the roof space and other areas of the house construction. This has caused not just a nuisance but it has also led to genuine damage to gardens and property. In contrast I have never seen any damage to my property caused by a domestic cat. In fact I have even tried to encourage any of the residential cats to spend more time in our garden in the hope that they would either scare the rats away or better, deal with the rats more directly. Certainly cats are a more organic way of dealing with rats, than using rat poison, which then has the risk of poisoning birds of prey.</p> <p>Before this new amendments are implemented as law I believe that it would be appropriate for the City of Fremantle to make an increased effort on the following three topics:</p> <ol style="list-style-type: none"> 1. Justify the need for an amendment by explaining and documenting in more detail the problem of nuisance that apparently exists. 2. Justify why the proposed amendment is an effective and proportional response to the apparent nuisance problem. 3. Justify that the amendments as proposed does not lead to other and more significant problems or nuisances as a result of the proposed additional cat restrictions. Here the issue highlighted above; rats in and around properties is a good example of increased nuisance that could well be an outcome of the proposed amendments. <p>Should parts of the justification for the proposed amendments be driven by a desire to "help wildlife" as indicated by a media post on the City of Fremantle's New and Media web site dated 10 Feb 2022. Then I would be seriously disappointed that this argument has not been presented in the request for engagement and consultation. However even in such a case, and maybe even more importantly so, I believe that the need for justification as per bullet point 1 and 2 above is still valid.</p> <p>There have of course from time to time been studies published in the media that discuss the number of kills per domestic or per feral cat, but I have so far seen no sound basis for why additional control of sterilized domestic cats as proposed in the amendment should translate into a significant increase in the number of 'wildlife animals' in suburban areas. Maybe most of the wildlife animals 'saved' from domestic cats by the proposed amendments might die anyway either by starvation, car accidents, termination by humans or simply from lack of suitable habitat due to the density of urban living that have been practiced for many years here in Fremantle.</p>
103	FREMANTLE	I have lived in this house for years we used to have 2 big bobtail blue tongue skinks, our neighbours in the flats got cats. the bobtails disappeared. please make all the cat owners restrict the cats to cat tunnels only when outside.
104	SOUTH FREMANTLE	I am concerned that the law which is using cat banning in Fremantle as a measure to improve wildlife, is in fact not that effective, to warrant its implementation in full, as cats also have positive effects on people as discussed below. The



		<p>proposal for new law is based on cat nuisance, where cat nuisance is defined as nuisance to a person or property, where as on the Fremantle webpage it appears that the basis of the law is to preserve wild life.</p> <p>Fremantle councils quest to preserve wild life, is certainly a noble and welcome quest. However please submit the scientific evidence that well fed domestic cats in cities are in fact are a major contributor to decline in wild life. One would think that we human beings, the pollution we cause and our dense housing developments here in Fremantle, are what is causing decline in local wildlife habitat, certainly more so than the cats some people have as pets.</p> <p>It appears that Fremantle council are using cats as a way to be seen to do something, where in fact the measure they want to introduce may not be in proportion to the gain. This could certainly be perceived as green washing.</p> <p>Certainly a major threat against wildlife is loss of habitat. The consistent high density housing development allowed by the city of Fremantle, consistently results in tiny garden spaces with very little room for trees, and therefore reduced habitat for birdlife.</p> <p>As an example we witnessed the development of an over 100 years old original block size, which was massively subdivided and densely developed, despite complaints from a numbers of neighbours. Today it is a complete concrete jungle with no trees what so ever, there is simply no birdlife to protect on that block. However the development was in accordance with the City of Fremantle policy.</p> <p>While I have not experienced the cat nuisance problems that the law seeks to address, I am constantly battling rats. What will be done to keep rats down, if cats are not allowed? The cats in my garden help with combating the rats. Cats are by far the more organic option as rat bait that may poison birds of prey, as also pointed out by Bird Life Australia.</p> <p>In closing:</p> <p>Before a cat law is introduced which will impact cats and cat owners in the City of Fremantle, please provide scientific evidence that this measure concerning well fed domesticated cats in cities and well away from wetlands, is a root course for decline in wildlife. I.e. that this measure will in fact increase birdlife (we are not talking about wetlands as cats are already banned from these, and with good reason).</p> <p>If cats are damaging verges and parks, will dogs also be banned at some point?</p> <p>Please consider that cats are great companions, especially for elderly people who do not have the option of walking a dog.</p> <p>This is further explained in the proposal below. Cats certainly also have lower CO2 footprint than dogs.</p> <p>Please consider the proposal below, which should take into account all sides of the equation.</p> <p>Proposal:</p> <p>I have certainly observed enough cats to know that it is not easy to keep a cat indoors, that has been used to going outside. It is a particular concern, that elderly people who keep cats for company, may not have the finances to create elaborate outdoor spaces for their cats, and also suddenly having to toilet train grown up cats, is no easy task either.</p> <p>Therefore it would make sense that if cats are banned on streets at all times, that this law applies to new cats registered in the future in Fremantle. To meet everybody's needs, it could also be an appropriate option that the proposed law, is in place as a night time curfew (no cats outside from sunset to sunrise). Where certainly it makes sense to keep the cats inside as the birds are resting at night time, most responsible cat owners are already doing that. Then people with cats</p>
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		would at least be able to have their doors and windows open at day time, and enjoying being outside with their cats during the day.
105	HILTON	I'm against the proposal. Not only because in my neighbourhood there are much more rats than cats, but also because a proposal like that is almost inapplicable from a practical point of view. Last but not least, many people and children in Hilton love to have cats around also if they don't belongs to them.
106	HILTON	<p>Thanks for giving us residents the possibility of expressing our opinions. I hope you'll consider them, and apply rational judgement to your decisions.</p> <p>First of all, it's important to remember that cats (<i>Felis catus</i> sp.), either domestic or feral, are no indigenous species of Australia. They are here in Australia because they were imported in the past, and I do not think that anyone ever ensured to obtain their consent to travelling. If every non-indigenous biological species should be blamed for living in Australia, most of us human residents live in the wrong continent. Therefore, we should pack up, leave and go back from where we, or our ancestors, came from.</p> <p>Secondly, cats were imported for their unanimously recognised essential role in controlling the population of rodents, initially aboard colonists/migrants ships and later in food storages and homes. In this role, they have been largely substituted by chemicals and poisons, which have a detrimental effects on the global environment (air, soil, water). It is absolutely unfair to spread the message that once a role has expired the actor of that role becomes disposable. Animals are living beings, not commodities, and need to be treated with respect. Forensic and social studies demonstrate that where animals are mistreated, people are at risk of being mistreated, and vice-versa.</p> <p>Thirdly, cats don't roam the environment because they wish to act as nuisances, but because people abandon and dump them. Just ask the Cat Haven shelter in Shenton Park, where I volunteered for about one year, how many dumped cat litters they have for every breeding season. I can assure you that if a cat gets sterilised at the right age, and respectfully kept in a household as a pet, they would not abandon their home to become strays. If roaming cats were punished by the absurd law you are proposing, you would just punish them for having being abandoned.</p> <p>Fourthly, why would cats be banned from beaches when dogs obtain their assigned beaches? How many cats on a beach have you ever seen? If you are banning cats from beaches, you should also provide beaches where they can go, exactly as dogs. Furthermore, as a proud owner of cats, I ask you to trust the honesty of my statement when I tell you how many preys have my four cats killed in four years: 2 rats and 1 bird.</p> <p>My cats have always been house cats, and unfortunately for them they are scandalously overweight, awkward in their movements and they are kept indoors from dusk till dawn every day. Finally, I can not figure which kind of a "material damage to land or other property" any cat might produce. All that cats can really do is scratching some tree trunks. Yes, they scratch house furniture, as well, that is why my whole house furniture comes from op-shops or verges, however, this is also a deliberate choice of recycling in order to limit environmental harm.</p>
107	FREMANTLE	I agree that cats should be managed- same as dogs. It's just crazy that we let cats roam free and attack wildlife.
108	FREMANTLE	The South West Group supports the strengthening of cat management laws. A recent Natural Areas Forum (an event provided by the SWG NRM program) suggested the best possible outcome for cat management is:



		<ol style="list-style-type: none"> 1. Cats are kept safe at home. 2. No cats wandering around streets and neighborhoods, no cats in natural areas. 3. Our wildlife returns (is restored) in our cities. 4. Cats are managed, same as dogs. <p>Increasing the prohibited areas as per the Council proposal would go some way toward improving cat management in the city and we will continue to work together to expand efforts and reduce the impacts of cats on wildlife across the region.</p>
109	WILLAGEE	<p>Congratulations to the City of Fremantle for taking steps to address the issue of free-roaming cats within the community.</p> <p>I congratulate the City of Fremantle for taking steps to enhance cat management within the community. I am in full support of the proposed amendment to better control nuisance cats and expand the prescribed areas in which cats are prohibited. Hopefully, these new measures will reduce the impact of free-roaming cats on human health and wildlife and enhance cat welfare.</p> <p>Impact of free-roaming cats on human health</p> <p>Cats are major reservoirs of disease, harbouring at least 36 diseases of various forms in Australia alone, some of which pose a significant risk to human health (Henderson 2009; Day et al. 2012). The close proximity and high density of cats in urban and peri-urban environments can increase the risk of transmission to humans (Day et al. 2012). Toxoplasmosis is one of the most well-known diseases spread by cats due to its high global incidence rate and harmful effects, affecting ~ 30% of the human population (Aspinall et al. 2002; Woinarski et al. 2019). In Australia, it is estimated that 10 million people may be affected at any one time with symptoms ranging in severity; the most extreme cases include toxoplasma-associated schizophrenia and mortality (Johnson et al. 1980; Smith 2014). A study by Legge et al. (2020) suggested that the cost of two cat-dependent diseases (i.e. toxoplasmosis and cat-scratch disease) on human health in Australia is \$6.06 billion.</p> <p>Cat Welfare</p> <p>Switching to an indoor lifestyle has numerous welfare benefits for pet cats. A cat safe at home is at less risk of injury or death from road accidents, fighting and the spread of disease from other neighbourhood cats. The Australian Veterinary Association suggests that a cat confined to their owner’s property can live up to four times longer than a free-roaming cat (Zoos Victoria & RSPCA Victoria 2020). This means fewer visits to the vet and less money spent on medical expenses.</p> <p>Impact of free-roaming cats on wildlife</p> <p>Cats are efficient predators that have evolved hunting tactics to ambush and immobilize their prey over thousands of years. A study by Bamford & Calver (2012) provides evidence for the extirpation of a lizard <i>Ctenotus fallens</i> population of ~40-50 individuals from a Perth garden. Predation of the lizards, largely by a single cat, occurred over two years when it was brought into the neighbourhood by its owners. It took 6 years for the lizard to recolonise the site after the cat had moved away (Bamford & Calver 2012).</p> <p>In 2018, I documented the decline of an Australian Fairy Tern <i>Sternula nereis nereis</i> (a coastal seabird) colony, following predation by a single free-roaming cat (Greenwell et al. 2019). Wildlife cameras and direct observations of cat incursions</p>



		<p>into the tern colony at night, dead adult birds, dead, injured or missing tern chicks, and cat tracks and scats around the colony provided strong evidence of cat predation (Greenwell et al. 2019). Initially, cat visitation to the colony led to changes in the natural behaviour of the nesting birds but, ultimately, the complete reproductive failure of 111 nests (Greenwell et al. 2019). While this study highlighted the impact a single, desexed, free-roaming cat can have on a wildlife population, this is just one example of something that is happening every day in gardens and reserves around Australia. The only difference is that I was able to document the decline.</p> <p>The definitive cat disease <i>Toxoplasma gondii</i> (toxoplasmosis) is also impacting wildlife health in both terrestrial and aquatic environments. In Western Australia, post mortems of deceased Little Penguins from Penguin Island in 2011/2012 found distinctive mortalities consistent with toxoplasmosis infection in 12 of 13 cases (Campbell et al. 2022). Other studies show infections across a broad range of taxa, including marsupial fauna (Parameswaran et al. 2010; Donahoe et al. 2015), dolphins (Bowater et al. 2003; Guardo et al. 2010) and pinnipeds (Donahoe et al. 2014).</p> <p>Driving Real Change</p> <p>There are now numerous options available for outdoor enclosures including rollers that attach to existing fencing, cat runs and cat patios ('catios'). With a little training and adequate opportunities to play cats can adapt well to an indoor lifestyle. The Safe Cat, Safe Wildlife website has excellent advice, tips and tools to help owners transition their cats to a safer and happier home environment (Zoos Victoria & RSPCA Victoria 2020). Our awareness of free-roaming pet cats and their impact within the community has increased significantly in recent years. Consequently, there has been a shift in the attitudes and behaviours among cat-owners, with many choosing to adopt an indoor lifestyle for their feline friends. With incentives to register pet cats, the promotion of responsible cat ownership, and expansion of cat confinement, cat welfare can be enhanced, while reducing their impact on wildlife and human health (ACT Government 2021).</p> <p>References available on request</p>
110	SOUTH FREMANTLE	<p>For Freo residents who have registered cats that are not a nuisance to their area, how do these laws apply and are there any provisions for these cats? My husband and I have a sociable Burmese who spends the day outdoors, often visiting other families along the street but he doesn't venture too far and we've not received negative news about his behaviour. Also, he comes home late afternoon and is locked inside at night.</p>
111	FREMANTLE	<p>This proposal is to be rejected. The purposes of the Fremantle Council embraces the administering of its properties for the benefit of the people which include animal appreciators and cat owners. The role of the council is not to impoverish people's lives by taking away rights and freedoms and fining people for innocuous activities. This authoritarian unjust proposal is totally contrary to the rightful liberties of a free people. This broad proposal targeting innocuous activities is to be rejected.</p>
112	SAMSON	<p>Your proposal to prohibit cats from all City of Fremantle owned and managed property is cruel and heartless. A mature cat that is used to using the verge in front of its owner's home cannot be kept off the verge without it being either locked indoors or caged. Locking a mature cat indoors or in a cage is cruel.</p>



		<p>Limited details of the council's reasons for the proposed change are available. Its responsible pet ownership information advises: "What is a responsible cat owner? Installing an outdoor cat enclosure. Vaccinating your cat. Not allowing your cats to roam.</p> <p>Most people are aware that cats should be brought in during the evening to reduce hunting but it will also assist in reducing cats being involved in road accidents, catching diseases and fighting with other cats. Ensuring your cat wears a collar and bell." Really? We have human beings being injured and killed in road accidents and bashed and stabbed on the streets of Fremantle. The Fremantle council does or says little of this whilst claiming that it is a concern for the well being of cats that is the reason for its proposed change?</p> <p>An outdoor cat enclosure is nothing more than a big cage. Caging animals is cruel. Caging animals that have been free for most of their lives is even more cruel. Forcing cat owners to cage their cats is draconian. The Fremantle council suggests that cats should be brought indoors during the evening to reduce hunting. Why then does it wish to ban cats from the property that it manages, during the day time? Why doesn't the proposed change impose the ban during night time, only?</p> <p>The areas where hunting causes damage are already cat prohibited areas. What cat hunts on the verge? Banning cats from the verge will do nothing for stopping hunting. The reasons that can be inferred from the information made available by the Fremantle council are asinine.</p> <p>I have read of these proposed changes being compared to the requirement for dogs to be kept on their owners property and not being allowed to roam the streets. When you show me a dog that can hop onto a house roof then this comparison can be taken seriously. The Fremantle council has not explained its real reasons for the proposed change. The Fremantle council should clearly explain its reasons for wishing to introduce these changes and provide evidence to support its reasons.</p> <p>The elected councillors should remember that they are obliged to represent all of the people of Fremantle and not use their elected positions to impose their narrow views on all of Fremantle. Your proposed law might work if it applies to kittens that are registered after the introduction of the proposed law. New cat owners will acquire their pets with the knowledge that they will need to raise them indoors and either cage them or keep them indoors permanently.</p>
113	SAMSON	<p>Your proposal to ban cats from all City of Fremantle owned and managed property refers.</p> <p>A domestic cat by nature cannot be kept on its owner's property without it being locked indoors or kept in an enclosure. Unlike dogs, rabbits or backyard chickens a cat can escape from the rear of a property by simply jumping over the wall. Locking a domestic cat indoors or keeping it in an enclosure is cruel.</p> <p>Furthermore, under the council restrictions for dividing wall heights I cannot construct a dividing wall that is high enough to prevent my cat from jumping over my boundary wall. My domestic cat spends much of its day in my front and rear garden. It has done so since my family adopted it from a cat haven. It also does so whilst my family and I are not at home during the day. If cats are banned from verges, then the only way that my family can ensure that our cat does not wander onto the verge is to lock it indoors twenty four hours a day. To do so will be cruel.</p> <p>Banning cats from my front verge will be an unreasonable interference with my use and enjoyment of my ownership or occupation of my property as I will no longer be able to allow my domestic cat to roam on my property. The proposed</p>



		law changes introduce the meaning of nuisance and require a cat to not be a nuisance. Why is it acceptable, however, for the City of Fremantle to be a nuisance under its own proposed law change? Laws need to be workable. The proposal to ban domestic cats from verges is unworkable and imposes an unreasonable obligation on me to change my established practice of allowing my cat to use and enjoy my property.
114	KENMORE EAST, QLD	The Australian Pet Welfare Foundations 16 page Submission has been attached separately.



ATTACHMENT 3 – Australian Pet Welfare Foundation submission

Australian Pet Welfare Foundation Submission to City of Fremantle

Thank you for the opportunity to provide comment on the proposed *City of Fremantle Cat Management Amendment Local Law 2022* which proposes to expand prohibited areas for cats to include all City of Fremantle owned and managed property including roads, verges and footpaths, and create cat nuisance offences.

The Australian Pet Welfare Foundation (APWF) is strongly opposed to the proposed laws because based on the scientific evidence, these laws will not reduce free-roaming cats or cat nuisance complaints and will not provide beneficial outcomes for native wildlife conservation, which are stated reasons for proposing these laws.

It is critically important for City of Fremantle Council to be informed that if the proposed laws are enacted, based on the evidence, they will have the following negative outcomes:

1. Increase cat nuisance complaints to Fremantle Council Animal Management because an expectation will be created in the community that cats should not be seen.
2. Increase cat trapping and cat impoundments.
3. Increase costs to Fremantle Council without providing any measurable benefit in reducing wandering cats, complaints, cat impoundments or cat-related costs.
4. Increase the number of healthy cats and kittens euthanased. This killing is unnecessary, preventable and pointless because it will not reduce the number of free-roaming cats in Fremantle.
5. Cause devastating mental health impacts to council, animal shelter and veterinary staff and community cat carers associated with killing healthy cats and kittens including depression, substance abuse, traumatic stress and suicide.
6. Will ensure the continuation of the failed 'trap, adopt or kill' approach to domestic cats, which has failed to reduce the number of free-roaming stray cats over many decades across Australia.
7. Create major barriers to responsible cat ownership/adoption uptake due to reduced willingness and/or financial ability to adopt cats because of these new regulations.
8. Constrain Community Cat Programs (programs which do effectively reduce the number of free-roaming cats and reduce costs to council). These programs are very successful in converting cat semi-owners to owners, and would be negatively impacted by the proposed laws.
9. Will not reduce the number of free-roaming cats in Fremantle.
10. Will not reduce cat nuisance behaviours, disease risks (toxoplasmosis) or potential native wildlife predation.
11. Increase cruelty towards cats and increase animal pain and suffering.
12. Increase the number of free-roaming cats in Fremantle.

Alternatively, scientific evidence including from Australia, repeatedly demonstrates that high-intensity desexing of cats, targeted to areas of high cat complaints or high cat impoundments will significantly reduce nuisance complaints and the number of free-roaming cats and therefore also reduce any potential wildlife predation.



To be effective and humane, domestic cat regulations must reflect the science-based evidence. We have outlined the details of the research supporting our position, and have made alternative recommendations below.

Stakeholder background

The Australian Pet Welfare Foundation (APWF) is the peak research body and advocate for pet welfare in Australia. As a not-for-profit organisation, APWF specialises in evidence-based solutions for reducing euthanasia in animal welfare shelters and local government facilities. APWF is led by Dr. Jacquie Rand, Emeritus Professor of Companion Animal Health at The University of Queensland (UQ) and a registered specialist veterinarian in small animal internal medicine. She has worked extensively in shelter research over the last 15 years, including collaborative studies with the RSPCA, Animal Welfare League and local governments.

Professor Rand has a distinguished track record in the delivery of industry relevant research outcomes. She is the author of over 115 journal articles, 118 abstracts, and 42 book chapters, and is the editor of three books. While at UQ she taught Urban Animal Management and since 2013 has co-authored 21 peer-reviewed articles on the management of urban domestic animals, including seven related to semi-owned and unowned cats. She is also the author of government reports and discussion papers on the management of urban dogs and cats, and consults with local governments on urban cat management.

Key scientific evidence demonstrating why the proposed cat laws should not be enacted

1.) Native wildlife protection

It is critically important for protecting native wildlife that Fremantle Council recognises the difference between feral cats and domestic cats. This distinction is important because it impacts:

1. the methods available for successful management of cats to reduce their numbers and their potential for wildlife predation
2. the actual threat to native wildlife

Cat definitions

The RSPCA's manual for Best Practice in Domestic Cat Management (RSPCA 2018) defines **domestic cats** as those with some dependence (direct or indirect) on humans, and subcategorised into **owned**, **semi-owned** and **unowned** cats.

Owned cats are identified with and cared for by a specific person and are directly dependent on humans. They are usually sociable, although sociability varies.

Semi-owned cats are fed or are provided with some other care by people who do not consider they own them. These cats are of varying sociability, with many socialised to humans, and they may be associated with one or more households. Unowned cats are indirectly dependent on humans, may have casual and temporary interactions with humans, and are of varying sociability, including some who are unsocialised to humans.

3-9% of adults are semi-owners who feed cats daily, they do not perceive they own.

Unowned cats often live in groups or colonies in urban environments, where common aggregation places include industrial sites, universities, rubbish tips, food outlets, and fishing harbours.



Feral cats can be distinguished from domestic cats because they are unowned, unsocialised, have no relationship with or dependence on humans, survive by hunting or scavenging, and live and reproduce in the wild. For practical policy and management purposes, there is a high probability that a cat in Australia found more than 2-3 km from the nearest human habitation is a feral cat (Roetman 2017).

Feral cats are very different from domestic cats which live around where people live. Based on these definitions which are recognised by government and the RSPCA, the cats being trapped in the port city of Fremantle are domestic cats. Those deemed “feral” based on behaviour, are in fact domestic cats. They may be poorly socialised semi-owned or unowned stray cats, or highly stressed owned pet cats with no identification (no microchip).

An ongoing issue is that feral cat impacts are often wrongly attributed to domestic cats, even though they are two very distinct populations with different behaviour and ecology.

There is no evidence domestic cats in urban areas impact native wildlife populations

The impact of feral cats on native wildlife in natural environments is well-documented. Surprisingly however, very scarce research exists on domestic cat wildlife impacts. The impacts (if any) of domestic cats on native wildlife populations is largely unknown. Contrary to popular belief, there is actually no definitive scientific evidence demonstrating population viability or conservation impacts at a population level on Australian native animals by domestic cats living around people. Despite this lack of evidence, domestic cats in Australia still receive significant blame for negative impacts on native wildlife populations.

Multiple Australian studies in Perth were unable to detect a measurable impact in urban areas of domestic cats on native mammals (Maclagan 2018, Lilith 2010), or birds (Grayson 2007), but found that vegetation quality, housing density, distance from bushland and size of bushland were significant factors. Other studies demonstrate the positive impact cat predation has by reducing the numbers of rats that predate bird nests (Matthews 1999).

Very importantly, domestic cats that are obtaining food intentionally or unintentionally from humans predate significantly fewer animals than feral cats which have to hunt to supply all their nutritional needs (Murphy 2019, Woinarski 2017).

❖ **“Do cat restrictions lead to increased species diversity or abundance of small and medium-sized mammals in remnant urban bushland?” (Lilith 2010)**

This Perth-based study analysed cat regulations enacted within differing subdivisions in the City of Armadale, Perth, to test the hypotheses that the species diversity (measured by the Shannon-Weiner index) and abundance of small and medium-sized mammals should be higher in native bushland within or adjacent to subdivisions where cats are restricted compared to similar areas where cats are not restricted. There were three different regimes of cat regulation:

- no-cat zone (strict prohibition of cat ownership applying in one site)
- compulsory belling of cats and night curfew at one site,
- unregulated zones (free-roaming cats applying at two sites).

Both sets of cat regulations were in place for approximately 10 years prior to the study. The researchers also measured structural and floristic features of the vegetation at each site that



might influence the species diversity and abundance of small and medium-sized mammals independently or interactively with cat activity.

Strikingly, no significant differences in species diversity were found across the sites and KTBA (known-to-be-alive) statistics for Brushtail Possums and Southern Brown Bandicoots, the two most abundant medium-sized mammals present, were similar across all sites. Very importantly, the smaller Mardo Antechinus flavipes, which the authors suggested could be regarded as the most susceptible to cat predation of all the native species trapped because of its size, was trapped mostly at an unregulated cat site. Total mammals trapped at the unregulated cat sites exceeded those caught at the two sites with restrictions, but these unregulated sites also had significantly denser vegetation.

The authors concluded that this suggests pet cats are not the major influence on the species diversity or abundance of small and medium-sized mammals at these sites and that vegetation characteristics may be more important.

❖ **“Species richness and community composition of passerine birds in suburban Perth: is predation by pet cats the most important factor?” (Grayson 2007)**

This study was conducted across 57 sites in metropolitan Perth. The researchers investigated factors affecting passerine bird community composition, which was the most common bird type preyed on in our study by cats. Bird data were collected at each site, and a questionnaire distributed to surrounding neighbours to determine cat and dog density.

No link was found between cat or dog density and passerine bird species richness (abundance). However, a negative correlation was found between richness of bird species and both housing density and increasing distance from bushland (and decreasing size of bushland), leading the authors to suggest habitat destruction and degradation were the critical factors rather than cats or dogs (Grayson 2007).

❖ **“Do Pet Cats Deserve the Disproportionate Blame for Wildlife Predation Compared to Pet Dogs?” (Franklin 2021)**

This study analysing pet cat and dog predation, challenges longstanding assumptions and beliefs about the impacts of pet cats on native wildlife. The key findings included that not all pet cats were observed to catch prey which concurs with previous research. Critically, of the pets observed to catch prey, the median numbers of native animals caught per dog or cat over 6 months were actually low. Only a very small minority of cats were prolific hunters countering common claims that all cats are efficient and prolific hunters that kill many animals. This finding also potentially invalidates often-used calculations estimating the number of native animals preyed by pet cats.

Of great significance, most prey animals in the study were common native or introduced species suggesting that cats may not be having a significant negative effect on these populations. As other researchers have concluded, hunting by domestic cats appears to be of relatively minor conservation concern compared with habitat loss and urban development. Therefore, efforts directed at habitat preservation are likely to be the most effective strategy to protect wildlife, as opposed to pet control regulations.

❖ **Analysis of the stomach contents of trapped urban stray cats in the City of Brisbane revealed that the only prey species consumed were introduced black rats (BBC Invasive Times)**



Newsletter). Similarly, cats impounded by the Southern Downs Shire (Qld) found predominantly cat food, house mice and carrion (eastern grey kangaroos) and no species of conservation concern in stomach and colon samples (Leis 2021).

These findings contrast with the well-documented adverse effects of feral cats in undisturbed environments.

False blame for native wildlife impacts directed at domestic cats living in urban cities is very dangerous and harmful because it is used as a justification for the use of lethal control methods for domestic cats. This perpetuates the unnecessary killing of healthy cats and kittens, and the concomitant severe mental health damage to council pound, animal shelter and veterinary staff tasked with killing these healthy cats and kittens. This false blame can also be used as a justification for cruelty towards cats increasing acts of cruelty towards cats and increasing animal pain and suffering.

2.) Proposed laws and current approaches are not effective

The APWF understands that Fremantle City has a feral animal control program, which is 'designed to capture domestic cats should they be present in the areas identified in the current Cat Local Law'. All natural areas are surveyed twice per year to monitor feral animal activity and target areas with specific treatments. This information is combined with the City's camera trap fauna monitoring and for cats specifically. The city also includes natural areas where cats are known to frequent or where residents have reported nuisance cats. Trapping for cats occurs for a period of up to 14 days where cats are being targeted. The approximate existing annual cost for the feral animal control program is estimated to be up to \$27,000 per year.

i.) Trap, adopt or kill is not effective at reducing free-roaming cats

The current approach for managing domestic cats across Australia and in Fremantle City is known as 'trap, adopt or kill', which results in low level *ad hoc* culling of cats. Only 5%-10% of the stray population of cats are impounded each year (Tan 2017) resulting in no measurable decrease in the free-roaming cat population. The trap-adopt-kill approach has failed over many decades to reduce the number of free-roaming cats across Australian cities and towns, and will continue to fail (Boone 2019, NSW Animal Seizures – Pound Data Reports, Yarra Ranges Council, Casey Council).

Trap-adopt-kill leads to a constant cycle of breeding, impoundment and then killing, over and over again causing well-documented mental health impacts on council, animal shelter and veterinary staff, and community cat carers, associated with the killing of healthy cats and kittens (Baran 2009, Reeve 2005, Rohlf 2005, Rollin 2011, Tiesman 2015 and Whiting 2011).

The proposed laws will increase the number of healthy cats and kittens being killed, exacerbating mental health impacts on staff but without actually reducing the overall population of free-roaming cats or cat-related issues in Fremantle City. These increased mental health impacts will occur in the context of an already exhausted and in short-supply veterinary sector.

This counter-intuitive dynamic, whereby the overall cat population is sustained despite an increase in the number of healthy cats and kittens being trapped and killed can be explained by:

1. The high reproductive rate of cats which overrides low-level *ad hoc* culling rates.
2. The compassionate behaviour of community members who recognise that stopping the feeding of dependent stray cats is inhumane and they continue to feed stray cats, reflecting the inability to ban compassion with legislation.



3. When the jurisdictional approach to stray cats is 'trap, adopt or kill', people who feed stray cats (semi-owners) can hide their activities rather than seek assistance to desex, for fear of their cats being killed, leading to many unwanted kittens. Alternatively, when the jurisdictional approach is to assist semi-owners to desex their cats for free, and return their cats alive, semi-owners will desex their cats, preventing any unwanted kittens and allowing for the successful reduction and management of cats in the area.
4. Low-level *ad hoc* culling of cats has been shown in the Australian context to actually increase the number of cats due to influxes of new cats after dominant resident cats are removed, and increased survival of juveniles (Lazenby 2014, Miller 2014).

Importantly, research shows that high-level culling, where 30% to 60% of cats need to be removed every 6 months to result in a measurable decrease is unacceptable to the majority of the community and is cost prohibitive for councils. (Boone 2019, Miller 2014),

These factors will lead to the failure of the proposed laws to reduce free-roaming cats in Fremantle.

Containment laws are not effective at reducing free-roaming cats

Local governments sometimes consider implementing regulations prohibiting cats from certain areas or containment because it is believed these types of laws will reduce the number of free-roaming cats and cat-related issues. However, this belief is not supported by the evidence.

The scientific evidence clearly shows that neither prohibiting cats from areas nor containment laws are effective strategies to reduce cat issues. Both the RSPCA and Hobsons Bay Council in Melbourne Victoria reported that councils with cat containment regulations have not been able to demonstrate any measurable reduction in cat complaints, or cats wandering at large following the introduction of cat containment regulations (RSPCA 2018, Hobsons Council 2014).

Statistics

Most free-roaming cats are either not owned and therefore do not have an owner to contain them, or are owned but not identified. Most free-roaming cats are semi-owned strays (cats that are fed by people who do not perceive they are the owner) and most are not desexed, microchipped or registered to a person. In addition, some impounded cats are owned, but are not identified or desexed. Most free-roaming cats are in low socioeconomic areas.

Based on data from shelters and municipal pounds across Australia, the overwhelming majority of trapped and impounded cats are not owned or traceable to an owner (the cats are unidentified).

- Only 8% of cats entering RSPCA Qld had a microchip, and of those with a microchip, 37% had inaccurate or no contact details associated with the chip (Lancaster 2015).
- On average, only 4% of cats in NSW and 7% in Victoria and Queensland are reclaimed by an owner (Chua 2021 unpublished)

As a large majority of impounded cats are not identified as owned and come from socioeconomically disadvantaged areas, then the implementation of regulations prohibiting cats from public land and nuisance offences are likely to have a negligible effect on reducing the number of free-roaming cats, but will increase costs to councils for cat management. This is supported by data from councils that have implemented cat containment. Some examples include Yarra Ranges, Casey and Cardinia councils.



The proposed laws are also likely to have a negligible effect on reducing cat nuisance complaints or potential wildlife predation. **In fact, containment laws have been shown to increase cat nuisance complaints to Council.**

With most cats being unidentified and not claimed by owners after impounding, there would also be minimal income achieved from fines issued for breaches of the containment. In addition, the cost and resources for trapping and holding cats are usually high, particularly when a containment is introduced which has been shown to increase cat nuisance complaints, trapping and impoundment in the Australian context (Yarra Ranges Council, Casey Council).

Cost is a major barrier to containment

For owned cats, income and affordability are critical factors when trying to understand why mandates for containment of cats get limited traction in those Australian suburbs where many properties are rental properties, and where cat containment systems can cost in the order of \$1,000-\$2,000. For many low-income families or renters, these costs are simply not feasible. Research has found that many cat owners do not support 24-hour cat containment and a significant proportion of Australian cat owners believe that total indoor confinement of their animals is a welfare issue (McLeod 2015). These are additional factors which explain why cat containment fails to reduce free-roaming cats at large.

Importantly, cat containment criminalises cat ownership for low-income families and people in rental properties, especially if they have “door-dasher” cats which are difficult to contain solely inside.

Despite owners’ best intentions, cats can be difficult to contain. For example, approximately 40% of lost cats were described by owners as “in-door only” cats (Lord 2010), and most (74%) escaped through an open door or garage (Huang 2018). Of cat owners, 15% lose their pet at least once in a 5-year period.

Even well-constructed (and costly) containment enclosures do not necessarily prevent a cat escaping from the enclosure or the house when a door is opened.

Lost cats are 13 times more likely to return to owners by means other than a visit to a shelter or pound. Therefore, impounding wandering cats decreases their chances of being reunited with their owner.

After reviewing the evidence, a number of councils such as Hobsons Bay Council in Melbourne, Victoria, have recognised that cat containment is not an effective strategy for managing free-roaming cats.

ii.) Cat containment has failed in Australia

Evidence shows that where cat containment to an owner’s property has been introduced in Australia, this has failed to reduce free-roaming cats at large, cat nuisance complaints, cat impoundments and euthanasia, and therefore any potential wildlife predation. Fremantle City’s proposal to prohibit cats from all public land combined with nuisance offences essentially consigns cats to their owner’s property.

1.) The Yarra Ranges Council in Melbourne, Victoria.

- The Yarra Ranges Council introduced cat containment to an owner’s property in 2014.



- The stated reason by the Yarra Ranges Council was that this containment regulation ‘will be used to assist us in dealing with complaints about wandering cats.’
- A few years after the curfew was introduced the Yarra Ranges Council Domestic Animal Management Plan 2018-2021 acknowledged that:

In 2016/17 council received the largest number of formal complaints in relation to cats causing a nuisance (576), an increase of 143%/339 between 2012/13 and 2016/17. **The significant increase in cat complaints, including as a proportion of all complaints, is likely to be a result of the introduction of a 24-hour cat curfew in 2014.**

- The number of cats impounded and euthanased has also increased since introducing containment regulations in 2014, increasing costs to Council for cat management.
- The number of cats impounded reflects the size of the surrounding free-roaming cat population, suggesting that the 24-hour curfew has not reduced the numbers of free-roaming cats or the problems they cause.

Yarra Ranges Council data

Measure	2012/13	2016/17	Difference	% Change
Resident population	149, 026	152,246	+3,220	^ 2.16%
Cat Nuisance complaints	237	576	+339	^ 143 %
Cats impounded	440	738	+298	^ 67.7 %
Cats euthanased	232	273	+41	^17.67 %

2.) Casey Council in Melbourne, Victoria

- After cat containment was introduced in Casey in **1999**, Casey council stated in 2001 that ‘Attendance to cat nuisance and related complaints continue to account for around 13% of Council’s animal management services’. This demonstrates that the cat curfew did not reduce nuisance complaints (Casey Council 2001).
- The number of cats impounded has increased by 296% from 264 cats in 1998 to 1,047 cats in 2019/2020 since the introduction of cat containment.

Casey Council data

Measure	1998	2019/ 2020	Difference	% Change
Cats impounded	264	1047	783	^296%

iii.) Enforcement difficulty

Enforcement of cat containment and prohibited areas is problematic and costly for local governments, essentially making it impossible to effectively enforce, for various reasons including (Hobsons Council 2014):

- Animal Management Officers (AMOs) often work standard hours 8:00am-4:45pm, seven days per week.



- For OHS reasons, AMOs can only handle and transport cats if they are appropriately confined in a cage. AMOs could not be expected to chase cats that are at large in breach of prohibited area regulations, curfews or containment.
- Cat containment can only be enforced through cat trapping programs and cat trap loan schemes, which are time consuming and costly for local governments.
 - Cat traps are loaned to residents to assist with dealing with cats that are straying on to their property.
 - If the proposed laws are enacted, it is likely that cat-trap services would need to be expanded with the purchase of additional traps to reduce waiting times, and allocation of additional staff to teach residents to use the trap, with particular emphasis on how to avoid animal welfare issues.
 - Some cats need to be trapped by AMOs, because not all wandering cats are able to be trapped by residents or on private property. Trapping by AMOs is very time-consuming because multiple trips to the site are often required - a trip to set up the trap and then trips to check the trap each morning (for welfare reasons) and reset the trap each evening until the cat is caught. Average times to trap a cat can range from 8.9 days to 29 days (Nutter 2005, Lazenby 2014).
- Such an expansion of the trapping service for wandering cats would be costly to councils, and based on data from councils that have implemented containment by-laws, would not provide any measurable benefit in reducing complaints, cat impoundments and cat related costs. Officer comments in the Fremantle Council meeting minutes (Nov 2021) stated that should the Cat Management Local Law be amended, Council must consider the potential impact on the resources of the City. By increasing areas as prohibited areas, the onus will fall on the City to 'police' the issue rather than addressing it through the feral animal control and other educational programs already in operation.
- Introduction of these laws will lead to community expectations about enforcement and management that are unlikely to be delivered, leading to frustration with and criticism of AMO's and Fremantle Council and Councillors.
- The experience of councils that have introduced containment shows that few infringement notices have been issued following the introduction of containment. This reinforces that identifying owners of wandering cats and taking enforcement action is not a useful or effective strategy.
- The majority of cats that are trapped and impounded by AMOs are not owned or released to owners. In all of those cases, there is no possibility of taking any enforcement action. These cats would then need to be rehomed or euthanased, increasing costs for cat management and increasing the number of cats euthanased, which negatively affects the mental health of staff involved.

Recommendations

Strategies other than ineffective containment in the form of prohibiting areas are urgently needed to humanely reduce free-roaming cats. The following recommendations are **evidence-based strategies** which *will* effectively reduce the number of free-roaming cats. These strategies will also reduce cat nuisance complaints, costs to council, cat impoundments and euthanasia, and potential wildlife predation.

1. Implement Community Cat Programs
2. Promote strategic feeding
3. Provide humane cat deterrent devices for hire to residents



4. Exclusion fencing in areas of high conservation value
5. Native wildlife habitat preservation
6. Native wildlife road safety measures

1. Implement Community Cat Programs

Community Cat Programs (CCPs) are based on high intensity, FREE desexing programs targeted to areas with high cat impoundments or high cat complaints. Locations of high cat impoundments and cat-related complaints to local government are typically from low socioeconomic areas. These programs are based on desexing to prevent kittens being born rather than being based on trap-adopt-kill. Community Cat Programs do effectively reduce the number of free-roaming cats in the target area and therefore also reduce cat-related issues such as nuisance behaviours, complaints or potential wildlife predation. Very importantly, Community Cat Programs do not cause negative mental health impacts on staff or community cat carers related to the killing of healthy cats and kittens.

Scientific evidence, including from Australia, repeatedly demonstrates that Community Cat Programs effectively reduce the number of cats overtime when they are targeted to areas of high complaints/ cat impoundments and performed with high intensity (Cotterell 2021, APWF 2021, City of Banyule 2020, Spehar and Wolf 2019, Gunther 2021, Boone 2019, Kreisler 2019, Swarbrick 2018, Levy 2014, Tan 2017 and Levy 2003). A number of Australian local councils have implemented Community Cat Programs for example, Banyule and Brimbank in Melbourne, Victoria.

Recent Australian data demonstrate that Community Cat Programs are cost effective for councils and result in a 30-50% decrease in council pound/shelter cat impoundment, more than an 80% reduction in euthanasia and a 30-50% decrease in cat-related complaints over 1 to 3 years, with these parameters reflecting the decrease in the surrounding cat population (Cotterell 2021, City of Banyule 2020, APWF 2021).

Data from the **City of Banyule in Melbourne Victoria** demonstrate the efficacy and cost savings to local government when implementing CCPs (City of Banyule 2020). The Banyule program started in 2012-13 and offers free desexing, microchipping, and registration for all non-desexed cats in the targeted suburbs. Those who accept the offer to enrol the cat they are caring for, complete paperwork for the microchip database and register the cat in their name with the local government. Of those who enrol a cat, approximately 20% are semi-owners and 80% are owners.

This strategy has reduced council impoundments from 1,004 cats in 2010-11 (8 cats/1,000 residents) to 152 in 2019-2020 (1 cat/1,000 residents), and euthanasia from 578 cats to 24 cats/year (from 5 to 0.2 cats/1,000 residents). Between 2017 and 2020, the council used a targeted approach for the desexing strategy, and over that 3-year period, impoundments decreased by 67% and euthanasia by 76%. The program has also significantly reduced cat-related complaints where cat-related calls decreased from 11 calls to 4 calls/1000 residents in just three years after implementing a targeted Community Cat Program.

Target areas were selected using existing information held by the Banyule council, which was used to identify cat hotspots in the Banyule area using the addresses from which most of the cat-related calls originated. **The total cost to council from 2012-13 to 2019-20 was \$60,000 for desexing, and calculated savings from reduced cat impoundments alone was \$397,500** (Inquiry into the problem of feral and domestic cats in Australia 2021).



Community Cat Programs:

- Increase responsible cat ownership.
- Provide FREE desexing, microchipping and registration in target areas, and are aimed predominantly at desexing owned entire cats, and stray cats being cared for by semi-owners (people who feed and care for the stray cat but do not perceive themselves as the owner). Very importantly, most semi-owners will take full ownership of the cats and their details are registered on the cat's microchip and registration databases, effectively converting most semi-owned stray cats to fully owned desexed cats.
- Facilitate the adoption of adult cats and kittens into new homes which increases the proportion of responsibly owned cats.
- Assist people caring for multiple cats on private property, around businesses or other locations to have all cats desexed, microchipped and registered to a person for FREE, and they continue to be fed and responsibly cared for. In this way, multiple semi-owned stray cats are converted to fully owned desexed cats as part of the Program.
- Cats enrolled in Community Cat Programs cannot produce any unwanted kittens and will not contribute to overpopulation.
- Desexing cats enrolled in Community Cat Programs reduces nuisance behaviours such as fighting, mating, urine spraying and roaming.
- Desexing cats also improves the health of individual cats which is a stated goal of Fremantle council (Council meeting minutes Nov 2021).

Cost is the main barrier to desexing

Desexing, microchipping and registration are provided for FREE in target areas because cost is the main barrier to desexing, not lack of knowledge or education about desexing (Rand 2021, APWF 2021). Research conducted by APWF shows that for 90% of residents with undesexed cats, cost is the major reason for not desexing.

In low socioeconomic areas, 25% or more residents are in households (average of 2.4 people) that live on less than \$650 per week. The cost of desexing and microchipping a female cat often exceeds \$300, and 89% of people enrolling a cat in a Community Cat Program say they could not afford more than \$200. In fact, annual family income was the strongest predictor of whether cats in the household were desexed (Chu 2009). For this reason, Community Cat programs provide FREE desexing in target areas and subsidised desexing in lower priority areas.

Cat containment regulations are a major barrier to responsible cat ownership/adoption

Containment regulations including laws which prohibit cats from public areas or 24-hour cat curfews should not be enacted because they create major barriers to cat ownership/adoption. These types of regulations deter people from owning/adopting cats which is the opposite of what is needed to reduce free-roaming cats. For example, they create a major barrier for cat semi-owners to take ownership of the cat they are feeding, especially if they are low-income (most stray cats reside in low-income suburbs) and would severely limit Community Cat Programs in Fremantle City. The success of Community Cat Programs relies heavily on semi-owners taking full ownership of the cats they are feeding, and any barriers to this process will reduce the success of these programs.



Most stray cats are semi-owned, not desexed, located on private property and are the major source of cats and kittens entering shelters and pounds (Zito 2015 and 2016). Most semi-owners caring for 1-3 cats will take ownership of the cat they are feeding if offered FREE desexing, microchipping and registration for the cat (Rand 2021). Australian research shows that 3-9% of Australian adults feed a stray cat daily (Rand 2019) and they feed an average of 1.5 cats, most of which are not desexed (Zito 2015).

The number of semi-owned cats varies between suburbs, with the highest numbers occurring in the most socioeconomically disadvantaged areas. Fremantle City has an estimated Resident Population for 2021 of 31,901 people. Approximately 24.8 per cent of Australia's population in greater capital cities are 19 years old or under. Therefore, an estimated 1,199 adults will be feeding 1,799 semi-owned stray cats in Fremantle City daily.

Cat feeders and carers are emotionally attached to their cats, and primarily feed stray cats for compassionate reasons (Rand 2021). They are often bonded to their cats as strongly as owners are to their pets and they will go to great lengths to feed their cats rather than let them dehydrate or starve. This is why it is essentially impossible to stop people feeding stray cats. In addition, 90% of semi-owners say the cat helps them through tough times, highlighting the mental health benefits to these carers (Rand 2021).

Moreover, the proposed laws are likely to increase owned pet cat surrender or abandonment due to the imposition of an added responsibility to cat ownership and result in some cats being relinquished because they display behaviour issues as a result of containment. For these reasons, the proposed laws should be rejected and evidence-based strategies including Community Cat Programs implemented.

2. Promote strategic feeding

Night-time is when cats are most active and travel the longest distances (Roetman 2017). It is also the time when most threatened species predated by cats in urban and peri-urban areas (nocturnal mammals) are active. Night-time is also the most dangerous time for cats as they roam further and are more likely to fight with other cats, be attacked by dogs, and injured or killed by cars. Strategic feeding keeps cats indoors from dusk to dawn. It is highly effective and is no additional cost to residents to implement.

Strategic feeding: Cat owners should feed one-third of their cat's daily food in the morning, one third at dusk, and the last third when they go to bed. Remove uneaten food after 20 to 30 minutes after the morning and dusk feeds. Owners need to close windows, screens and doors before the dusk meal is fed, to prevent their cat from leaving the house after it has eaten. The evening feed provides additional security that the cat is indoors for the night.

3. Provide humane cat deterrent devices for hire to residents

To help residents deter wandering cats from their property, council should provide humane cat deterrents including motion-activated water sprinklers and non-toxic sprays.

4. Exclusion fencing in areas of high conservation value

Councils should identify areas where threatened, vulnerable and endangered native species are located, and where possible, implement exclusion fencing around these areas of high conservation value. Where council does not provide exclusion fencing in areas of high conservation value, council should instead provide free cat containment systems to residents in those areas.



5. Native wildlife habitat preservation

Councils should focus on native wildlife habitat preservation and the prevention of any further land clearing for human use such as urban development or agriculture, given that habitat loss is the number one threat to native wildlife in Australia (Evans 2011, Australia State of the Environment Reports 2011 and 2016).

Importantly, NSW Wildlife Rehabilitation dashboard (2021) shows that in 2019-20 in NSW, 402 threatened species were rescued as a result loss of suitable environment, 290 were rescued as a result of collisions with motor vehicles, 127 as a result of dog attacks and 31 because of cat attacks.

6. Native wildlife road safety measures

Councils should implement native wildlife road safety measures to mitigate wildlife road strike, particularly in areas of risk for wildlife species of conservation concern.

The APWF would be happy to discuss these issues in greater detail with the City of Fremantle. We also provide a 2-hour Discovery Session to local governments. The purpose of the session is to build Council's understanding regarding contemporary urban cat management and key factors to consider in building a considered, strategic and evidence-based approach. The specific objectives are to:

- ✓ Explore current pain points in the area (including understanding current council data and how this compares with other councils)
- ✓ Introduce principles for effective urban cat management (based on the latest international evidence and research)
- ✓ Start a strategic discussion about options available to the City moving forward.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'R. H. S.', written in a cursive style.

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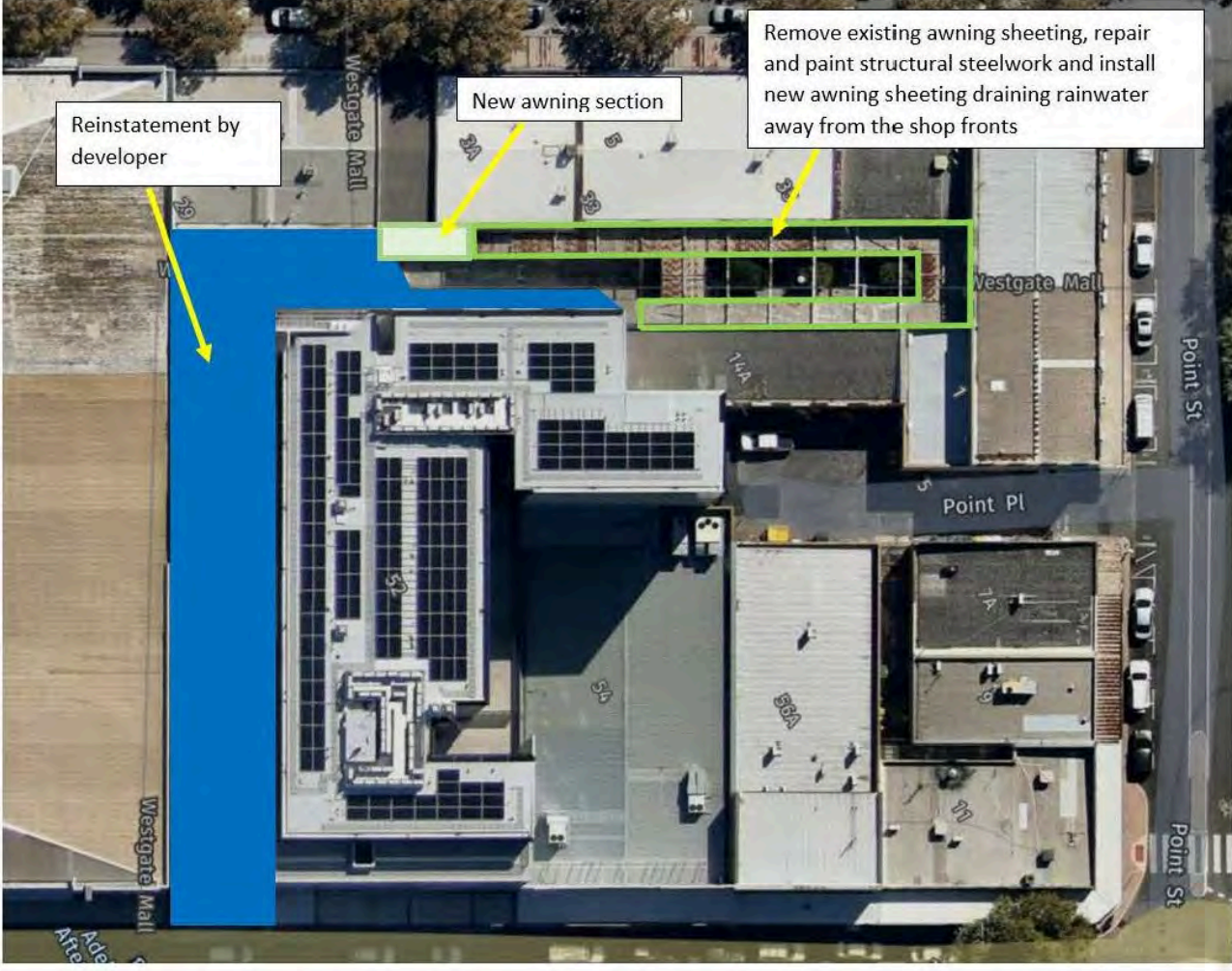


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FPOL2206-8 WESTGATE MALL UPGRADE OF AWNINGS

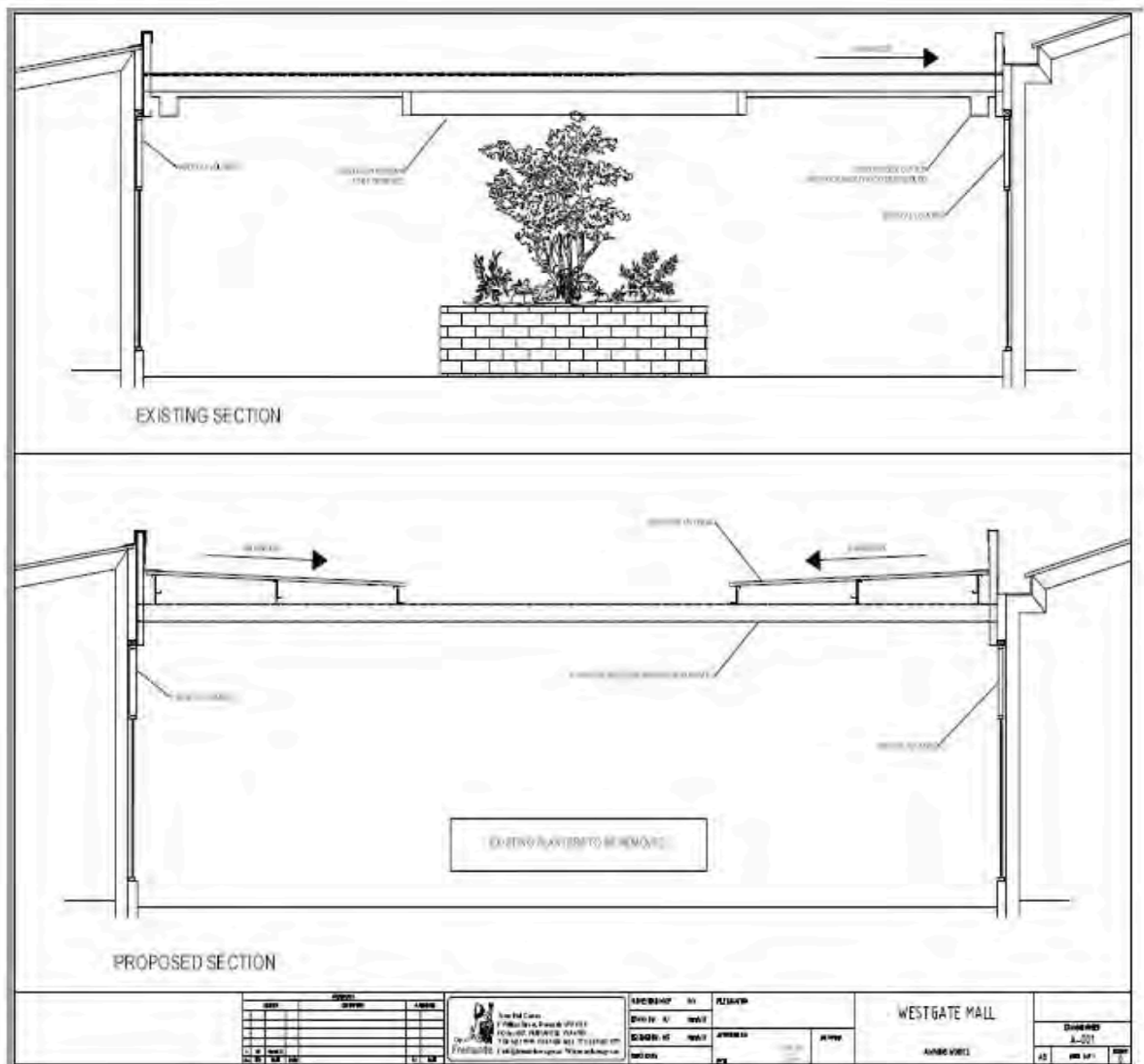
ATTACHMENT 1 – Plan Awning Replacement



Attachment 1. Plan. Awning replacement and reinstatement area



ATTACHMENT 2 – Existing and Proposed Elevations



Attachment 2. Existing and proposed sections



**FPOL2206-10 PROPOSED LICENSE AGREEMENT – SOUTH FREMANTLE
FOOTBALL CLUB**

**ATTACHMENT 1 – Proposed Licence Agreement between City of Fremantle
and South Fremantle Football Club**

LICENCE TO OCCUPY

Dated

CITY OF FREMANTLE
("City")

SOUTH FREMANTLE FOOTBALL CLUB (INC.) (A0610013G)
("SFFC")



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THIS DEED is made on of

BETWEEN CITY OF FREMANTLE of 8 William Street, Fremantle, Western Australia ("City").

AND SOUTH FREMANTLE FOOTBALL CLUB (INC) (A0610013G) of Fremantle Oval,
Parry Street, Fremantle, Western Australia ("SFFC").

RECITALS

- A. The City is the owner of the Land.
- B. SFFC have been a tenant (in some form) and part of the Fremantle community at Fremantle Oval for over 100 years.
- C. The SFFC's Clubrooms have been partially erected on the Land.
- D. The SFFC wishes to have exclusive use of that part of the SFFC Clubrooms that are on the Licensed Areas (**Clubrooms**) and non-exclusive use and the right to occupy the Grounds.
- E. By execution of this document the City licenses the SFFC to use the Grounds and the Clubrooms on the terms and conditions contained in this Deed.
- F. The City and the SFFC also wish to enter into this Deed to regulate their joint use of the Grounds (including the Oval).

IT IS AGREED

1. MEANING OF TERMS

1.1 Definitions

In this Deed:

- (a) '**Annexure**' means an annexure attached to and forming part of this Deed;
- (b) '**Buildings**' means, those buildings or structures installed or erected on the Land from time to time other than the Clubrooms;
- (c) '**Business Day**' means a day other than a Saturday, Sunday or a public holiday in Western Australia;
- (d) '**Car Park Area**' means the area shown on the Car Park Area Plan annexed as Annexure 5 and hachured red;
- (e) '**City's Equipment**' means plant, equipment, fixtures, fittings, chattels and any other property located in or forming part of the Licensed Areas which the City owns, hires or leases;
- (f) '**City's Facility**' means the area shaded blue on the Layout Plan;
- (g) '**City's Property**' means any property owned by the City, in the Buildings or on the Land;
- (h) '**Claim**' includes any claim or legal action and all costs and expenses incurred in connection with it;



- (i) **'Club Activity'** means any SFFC related activity, including head office, administration centre and training base use, football matches, country football league matches, country week carnival, woman's football matches and WAFL fixtured games, district junior football carnivals and any Match Day function or activity organised by the SFFC as part of its normal trading on a Match Day, and any use incidental or ancillary to any football club related activity;
- (j) **'Clubrooms'** means that part of the SFFC's Clubrooms that have been erected on or over the Land, shaded red on the Layout Plan;
- (k) **'Commencement Date'** means the commencement date described in ITEM 5 of the Reference Schedule;
- (l) **'Commercial Activity'** mean any commercial activity or venture proposed by the SFFC to be undertaken on the Licensed Areas and/or by the SFFC or a nominated third party which is not a Club Activity or a Special Event and which is approved by the City;
- (m) **'CPI'** means the Consumer Price Index All Groups (Perth) as published or made available by the Australian Bureau of Statistics on the basis that:
 - (i) the reference base for the index is the fiscal year 2011/2012;
 - (ii) if the Australian Statistician updates the reference base of the index, appropriate arithmetical adjustments will be made to preserve the intended continuity of this calculation; and
 - (iii) if the index is discontinued, references to and uses of the index in this Licence will be replaced by the measurement or indicator which, according to the City's nominated accountant acting as an expert and not as an arbitrator, most closely represents movements in economic inflation during the relevant period;
- (n) **'CP Revenue'** means the money collected by the City as a result of parking charges imposed by the City for the public use of the Car Park Area;
- (o) **'Crown Grant'** means the Crown Grant of the Land dated 26 August 1903 pursuant to which (as at the date of this Deed) the City must use the Land for recreational purposes unless otherwise permitted by the State of Western Australia.
- (p) **'Day'** means a period of 24 hours commencing at one minute past midnight and ending at midnight on the same day;
- (q) **'Employees'** means each of the SFFC's employees, contractors or agents;
- (r) **'Event Area'** means the area or areas marked as such on the Event Day Area plan annexed at Annexure 6 (and to avoid doubt this includes the Event Parking Area);
- (s) **'Event Day'** means a Day on which a Special Event organised by the City, SFFC or a third party in accordance with clause 7.2 is held;
- (t) **'Every Day Area'** means the area or areas marked as such on the Every Day Area plan annexed at Annexure 1;
- (u) **'Event Parking Area'** means the areas marked as such on the Event Day Area plan annexed at Annexure 6;



- (v) **'Football Activities'** means a football training session, football game or football match including (but not limited to) a SFFC football match, country football league match or women's football match;
- (w) **'Football Season'** means the period from 1 March until 1 October in the same calendar year;
- (x) **'Governor'** means the Governor of Western Australia;
- (y) **'Grounds'** means the Licensed Areas, excluding the City's Facility and the Clubrooms, being the areas identified on the plan attached as Annexure 1, as the Surrounding Grounds, the Oval and the Victoria Pavilion;
- (z) **'GST'** means 'GST' as defined in *A New Tax System (Goods and Services Tax) Act 1999*;
- (aa) **'Insurance'** means any insurance policies held by the City in regards to the Licensed Areas (and any buildings on the Licensed Areas) and/or the use of the Licensed Areas by the City, the SFFC and invitees onto the Land, including but not limited to:
 - (i) a public liability insurance policy;
 - (ii) building and contents insurances policies;
 - (iii) a workers' compensation insurance policy; and
 - (iv) an insurance policy covering loss of and damage to plant, fittings and equipment contained in or about the Licensed Areas resulting from fire and all other normal and usual risks, to their full insurable value.
- (bb) **'Item'** means the specified item in the Schedule of this Licence.
- (cc) **'Land'** means the land described in ITEM 3 of the Reference Schedule together with any other land used by the City in connection with the Buildings;
- (dd) **'Layout Plan'** means the Plan annexed at Annexure 4;
- (ee) **'Licensed Areas'** means the:
 - (i) Clubrooms;
 - (ii) Match Day Area;
 - (iii) Training Area; and
 - (iv) Every Day Area,but excludes the City's Facility and the gymnasium on the ground floor of the Victoria Pavilion;
- (ff) **'Licence Fee Review Date'** means a date as specified in ITEM 9;
- (gg) **'Match Day'** means a Day on which a SFFC WAFL match or pre-season match is scheduled by the WAFL to be played upon the Oval;
- (hh) **'Match Day Area'** means the area or areas marked as such on the Match Day Area plan annexed as Annexure 3;



- (ii) **'Net CP Revenue'** means CP Revenue less all expenses incurred by the City associated with the collection of such money including without limitation the costs of ticket machine depreciation and maintenance, bank fees, and a reasonable allocation of labour costs;
- (jj) **'Option Term'** means the option term (if any) stated in ITEM 6;
- (kk) **'Outgoings'** means the expenses incurred by the City for gas, electricity, water and other services and utilities supplied to the Licensed Areas, and also any rates and taxes which may be payable by the City in respect of the Land from time to time (other than as may be levied by the City) and also for any Insurance premiums and where those expenses relate to the Licensed Areas and other parts of the Land, the Outgoings are the proportion of those shared expenses that the City, acting reasonably, allocates to the Licensed Areas, and after deduction of any monies paid by any third party towards those expenses;
- (ll) **'Oval'** means the grassed and turfed playing area encompassed by the oval boundary fence forming part of the Grounds and shaded green on the Layout Plan attached as Annexure 4;
- (mm) **'Oval Costs'** means the costs incurred by the City of maintaining the Oval, including but not limited to the City's costs of keeping and maintaining the Oval (including mowing and fertilising grassed and turfed areas, maintaining and replacing floodlights and maintaining associated underground water reticulation and other infrastructure) as the City determines necessary from time to time, but (to avoid doubt) excludes the cost of electricity, gas, and water (including any cost to, or fee payable by, the City, for the use of underground water).
- (nn) **'Permitted Use'** means the permitted use of the Licensed Areas as specified in ITEM 8;
- (oo) **'Plans'** means the plans of the Land and the Licensed Areas annexed to and forming part of this Deed;
- (pp) **'Retail Shops Act'** means the *Commercial Tenancy (Retail Shops) Agreements Act 1985 (WA)*;
- (qq) **'SFFC Clubrooms'** means the building constructed over part of the Land and SFFC's adjoining land, for use as SFFC's clubrooms outlined in red on the Layout Plan, and includes the Clubrooms;
- (rr) **'SFFC Event Day'** means an Event Day organised by SFFC only;
- (ss) **'SFFC's Portion'** means the portion or portions specified in ITEM 10;
- (tt) **'SFFC's Property'** means the Clubrooms and all fixtures, fittings, signage and other articles in the Licensed Areas which are owned, or leased or licensed (from a party other than the City) or installed by the SFFC;
- (uu) **'Special Event'** means any one-off function, event or activity organised by the City, the SFFC or a third party and which utilises the Licensed Areas or part thereof but does not include any SFFC run events or functions contained within the SFFC Clubrooms;
- (vv) **'Term'** means the term stated in ITEM 4;
- (ww) **'Training Area'** means the area or areas marked as such on the Training Area Plan annexed at Annexure 2;



- (xx) 'Training Day' means a Day set aside for the SFFC to conduct football training session;
- (yy) 'Victoria Pavilion' means the building identified as such and shaded purple on the Layout Plan;
- (zz) 'SFFC Pavilion Area' means the SFFC offices located in the Victoria Pavilion, shaded purple and hachured red on the Layout Plan;
- (aaa) 'WAFC' means the Western Australian Football Commission (Inc) ABN 51 167 923 136.
- (bbb) 'WAFL' means West Australian Football League; and
- (ccc) 'WAPC' means the Western Australia Planning Commission.

1.2 Other references

In this Deed, unless the context otherwise requires:

- (a) references to statutes, regulations, ordinances or by-laws are deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them;
- (b) words importing the singular number include the plural and vice versa and words importing the masculine include the feminine and neuter genders and vice versa;
- (c) if any form of the word "include" is used, it is to be read as if followed by the words "without limitation";
- (d) where two or more persons are the Lessor, the SFFC or the Guarantor the covenants and obligations on their part bind them jointly and each of them severally;
- (e) reference to a person includes a corporation and vice versa;
- (f) reference to the schedules means the schedules of this Deed;
- (g) a provision of this Deed prohibiting the SFFC from doing a thing requires the SFFC to ensure compliance with that provision by the Employees and by the SFFC's sub-tenants; and
- (h) where an obligation is imposed upon any party, all costs of compliance with or performance of that obligation must be paid by that party.

1.3 Headings and Index

Headings and the index have been included for ease of reference and, except for the schedules, none of the terms or conditions of this Deed are to be construed or interpreted by reference to the headings or the index.

2. GRANT OF LICENCE

2.1 Grant

Subject to clauses 2.5 and 4, the City grants to the SFFC and the SFFC accepts:



- (a) a non-exclusive licence to use and occupy for the Permitted Use:
 - (i) the Match Day Area on each Match Day;
 - (ii) the Training Area on each Training Day;
 - (iii) the Every Day Area on each Day that is not an Event Day;
 - (iv) the Event Day Area (with the exception of the Event Parking Area on days other than SFFC Event Days) on each day that is an Event Day, and
- (b) an exclusive Licence to use and occupy the Clubrooms for the Permitted Use at all times (including on Event Days) whilst the Clubrooms remain on the Land;
- (c) an exclusive Licence to use and occupy the SFFC Pavilion Area and the Clubrooms for the Permitted Use at all times (including on Event Days),

during the Term subject to the terms and conditions of this Deed (Licence).

2.2 Surrender of any existing rights

Subject to the satisfaction of the conditions precedent set out in clause 4, this Licence supersedes and replaces any right or interest that the SFFC has in or in relation to the:

- (a) Licensed Areas;
- (b) Clubrooms; and/or
- (c) SFFC Pavilion Area,

including any right of use or occupation in regards to any of these areas and, by execution of this Deed, SFFC hereby surrenders any such existing right or interest.

2.3 No Proprietary Rights

The rights created by this Deed:

- (a) arise in contract only and do not confer any proprietary rights in the Licensed Areas or the Land upon the SFFC; and
- (b) do not create in or confer upon the SFFC any estate, right, interest or tenancy in or over the Licensed Areas or the Land.

2.4 Term

This Licence commences on the Commencement Date and expires on:

- (a) the last Day of the Term;
- (b) on the last Day of the Option Term, if the Licence is renewed pursuant to clause 3; or
- (c) such earlier date on which this Deed is terminated in accordance with its terms.

2.5 Grant of rights to third parties

The City may grant to any third party:



- (a) a non-exclusive licence to use any part of the Licensed Areas, excluding the Clubrooms, on terms consistent with SFFC's rights under this Licence; and/or
- (b) an exclusive lease or licence to use part of the Licensed Areas (**Exclusive Grant**), excluding the Oval and Clubrooms, in which case the area the subject of the Exclusive Grant will cease to form part of the Licensed Areas on and from the date the Exclusive Grant commences.

3. OPTION

3.1 Renewal of Licence

- (a) Subject to the provisions of this clause 3, the City grants the SFFC an option to extend this Licence for the Option Term, if any, specified at ITEM 6.
- (b) The SFFC may exercise its option to extend the Licence for the Option Term by giving written notice to the City between thirty-six (36) and twelve (12) months prior to the expiration of the Term (**Option Notice**).
- (c) The City cannot be required to extend this Licence if:
 - (i) the City has issued two (2) or more default notices to the SFFC within the previous twelve (12) month period or more than ten (10) default notices during the Term and including any portion of the Term that is unexpired at the time SFFC gives notice of its intention to extend the Licence pursuant to clause 3.1(a); or
 - (ii) at the time of either giving the Option Notice or at the commencement of the Option Term:
 - (A) the SFFC has failed to pay the Licence Fee, Outgoings and any other moneys payable under this Deed on the due date for payment; or
 - (B) there exists an un-remedied breach by the SFFC of the SFFC's obligations under this Licence and which the SFFC has been made aware of and given a reasonable opportunity to remedy.
- (d) The extension of the Licence for the Option Term will:
 - (i) commence on the day after the expiration of the Term; and
 - (ii) otherwise will be on the same terms and conditions as those in this Deed, except that the Licence Fee payable from the commencement date of the Option Term will be calculated and determined in accordance with the provisions of this Deed.
- (e) If the City grants an extension of the Licence to the SFFC for the Option Term, the SFFC must within 14 days of receipt of a Deed of Extension of Licence (or similar document) prepared by the City's solicitors, duly execute and return the same to the City's solicitors together with payment of the reasonable legal costs for the preparation, negotiation and execution of that document and any duty payable thereon.
- (f) Time is of the essence in respect of the time periods specified in this clause.



3.2 Holding Over

If after the expiry of the Term or Option Term or the earlier termination of the Licence to use the Licensed Areas pursuant to clause 8.4(d) (as the case may be) the SFFC continues to use and occupy the Licensed Areas with the consent of the City, the SFFC shall do so as a monthly licensee and:

- (a) the SFFC's right to continue to use and remain in occupation of the Licensed Areas shall be subject to the continued performance of the SFFC's obligations under this Deed and any other condition reasonably imposed by the City;
- (b) any obligations of the City imposed by this Licence come to an end, other than the obligation to permit SFFC to continue to use and remain in occupation of the Licensed Areas; and
- (c) the monthly licence granted by this clause shall terminate by either party giving the other party three (3) months' notice of termination which notice may be given at any time except during a Football Season (once a Football Season has commenced).

4. CONDITIONS PRECEDENT

4.1 WAPC Approval

This Licence is subject to and conditional upon WAPC approval being granted for this Licence either unconditionally or upon terms and conditions that are acceptable to the parties (acting reasonably).

4.2 Governor's Consent

This Licence is subject to and conditional upon the Governor's consent to this Licence being granted.

5. LICENCE FEE

5.1 Licence Fee

The SFFC must pay the Licence Fee to the City annually in advance, commencing on the Commencement Date.

5.2 Fee Reviews

The Licence Fee will be varied at the times and in the manner specified in ITEM 9, or as a consequence of any variation arising as a result of conditions imposed pursuant to clause 19(b) on any consent for any assignment or sublicense.

5.3 General

The City will not, by reason of its failure to adjust the License Fee under clause 5.2, forfeit its right to review, adjust or increase the License Fee, as the case may be, and the Licence Fee once reviewed, adjusted or increased is to be backdated to and be payable from the relevant License Fee Review Date irrespective of the date upon which any review, adjustment or increase is instigated or conducted.



5.4 GST

- (a) The SFFC acknowledges that the City has entered into this Licence in consideration of the SFFC performing all of its obligations under this Licence and paying all amounts required to be paid by it to the City or any other person.
- (b) If any supply made by a party under this Licence (including the supply of any rights, goods, services, benefits or other things) is subject to GST, the party making the supply (the **Supplier**) may, in addition to the consideration for the supply, recover an additional amount on account of GST from the party receiving the supply (the **Recipient**).
- (c) The additional amount is:
 - (i) equal to the consideration payment by the Recipient for the relevant supply multiplied by the prevailing GST rate; and
 - (ii) payable at the later of:
 - (A) the time when the consideration for the supply to which the additional amount relates is payable; and
 - (B) the time the Supplier provides the Recipient with a tax invoice in respect of the supply to which the additional amount relates.

6. OUTGOINGS AND COSTS

6.1 Clubrooms Outgoings (where separately metered)

The SFFC must pay to the relevant authorities when due all charges for Outgoings where they are separately metered to, or charged in relation to the Clubrooms (or metered or charged jointly to the Clubrooms and any other property owned by SFFC, including the SFFC Clubrooms) and the SFFC Pavilion Area.

6.2 Oval Costs

- (a) Subject to the provision of this clause 6.2 and clause 15.4(b), the City shall be responsible for payment of all Oval Costs.
- (b) Oval electricity costs
 - (i) The parties acknowledge and agree that the electricity supply to the Oval is metered by the electricity meter for the SFFC Clubrooms. SFFC must maintain this connection for the Term (including any extension thereof) and must pay to the relevant authority when due all charges for electricity in relation to the Oval.
 - (ii) The City must keep a record of the evenings (including any Event Day held by the City) in which the City uses the lighting for the Oval (including any flood lighting) (**Oval Lighting**), and provide a report to the SFFC outlining the City's use of the Oval Lighting, at the end of each quarter in each financial year.
- (c) The City shall reimburse SFFC for the relevant proportion of the electricity charges attributable to the use of the Oval Lighting by the City, by reference to:



- (i) the rates per Kw/hr paid by SFFC by its electricity provider from time to time for the hours during which the Oval Lighting was used (for example 6pm until 10 pm); and
 - (ii) the combined stated power draw of the lights that comprise the Oval Lights (for example each lighting tower may use 24 1500 watt globes, and the stated power draw is then 48Kw for each tower).
- (d) If the City disputes the amount payable by the City for Oval Lighting, it may by notice to SFFC require an independent assessment of the records of SFFC relating to the use of the Oval Lighting and seek a recalculation of the City's electricity consumption during these periods.
- (e) The person (**Assessor**) appointed to assess the cost of Oval Lighting charged to the City shall:
- (i) be appointed by the City;
 - (ii) be appropriately qualified (in the reasonable opinion of the City);
 - (iii) be provided by SFFC or the City with all documents and information reasonably requested by the Assessor; and
 - (iv) perform the assessment within 21 days of being provided with requested documents and information.
- (f) If the Assessor reports:
- (i) that the City has underpaid the SFFC for electricity usage, the City will reimburse the SFFC for that difference within seven (7) days of the audit results becoming known; or
 - (ii) that the City has overpaid the SFFC for electricity usage, the SFFC will apply the amount of the overpayment as a credit to the City's future Oval Lighting electricity use.
- (g) The costs of an Assessor conducted in accordance with this clause 6.2(b) will be shared equally between the parties.
- (h) Oval water costs
- (i) The parties acknowledge that, as at the date of this Licence, there is a bore on the Land which is used to irrigate the Oval (**Bore**), and whilst the Bore remains in use (or able to be used) the City will pay the water consumption charges associated with irrigating the oval.
 - (ii) If the Bore ceases to be used or is unable to be used (whether permanently or temporarily, including due to the exhaustion of any water allocation or licence associated with the Bore), each party must pay 50% of any alternative water consumption charges, or expenses, associated with the supply of water to the Licensed Area (and if this information is not available, for the supply of water to the Land), and if such charges are incurred by the City (such as by the use of scheme water):
 - (A) the City will provide the SFFC with:



1. a copy of any assessment of water consumption issued by a relevant authority (such assessment will be conclusive evidence of the water consumption for irrigating the Oval incurred by the City as between the City and SFFC); and
 2. a copy of any invoice for any expenses or charges for such water consumed; and
- (B) the SFFC must reimburse the City for 50% of the charges incurred by the City within 14 days of the receipt of such invoice or invoices.
- (iii) To avoid doubt, if at any time scheme water is used to water the Oval, this is not a charge for water as an Outgoing and, if there is no separate meter for scheme water used on the Oval only, the City (acting reasonably and with regard to available information including past scheme water usage for areas other than the Oval) is entitled to estimate the scheme water used in watering the Oval and the SFFC is bound by that estimate.

6.3 Outgoings

- (a) The SFFC must pay to the City the SFFC's Portion of all Outgoings for the Licensed Areas (which are not otherwise payable pursuant to clause 6.1 or clause 6.2 within fourteen (14) days of an invoice being provided by the City to SFFC, which invoice shall include a copy of the invoice received by the City for the relevant Outgoings.
- (b) At the start of each Football Season, the parties shall meet to agree the SFFC's Portion of the Outgoings for the Licensed Areas (including separate proportions for the electricity and other Outgoings) based on the:
- (i) anticipated training schedule and other use of the Licensed Areas by the SFFC; and
 - (ii) use of the Grounds by the City,
- for that Football Season. In the absence of any specific agreement for a Football Season, the SFFC's Portion set out in this Licence shall apply.
- (c) In addition to its obligations under this clause 6 and clauses 7 and 13, the SFFC is responsible for the following costs attributable to the use of the Licensed Areas by the SFFC:
- (i) security costs;
 - (ii) telecommunications services;
 - (iii) policing;
 - (iv) gate staff; and
 - (v) any other one-off costs associated with the holding of any Football Activities or Special Events by the SFFC.



6.4 Set-off

The City may deduct from any amounts it may owe to the SFFC, any amounts owing by the SFFC to the City under or in connection with this Licence including (but not limited to) any costs payable by the SFFC to the City pursuant to this clause 6.

7. USE OF THE LICENSED AREAS

7.1 Permitted Use

- (a) The SFFC may only use the Licensed Areas for the Permitted Use.
- (b) The SFFC may use the Licensed Areas to:
 - (i) play scheduled WAFL competition home games on Match Days;
 - (ii) conduct training sessions; and
 - (iii) conduct Club Activities,on the dates as agreed by the parties in accordance with clause 7.1(c).
- (c) The City and SFFC representatives will meet by no later than March of each calendar year in good faith to discuss and agree a plan of use for the upcoming Football Season (**Football Season Plan**), pursuant to which the dates of use of the Licensed Area by the SFFC (in accordance with clauses 7.1(b)(i), 7.1(b)(ii) and 7.1(b)(iii)) will be agreed.
- (d) Once agreed, the Football Season Plan may only be altered by mutual agreement between the parties.
- (e) In addition to the dates agreed under the Football Season Plan, The SFFC may play and host pre-season games, practice games, clinics and other fixtures at the Licensed Areas by arrangement with the City.
- (f) Except where otherwise agreed between the parties and subject to the terms of this Licence, no financial benefit is required to be paid to the City by the SFFC for the conduct of Football Activities.

7.2 Special Events

- (a) The parties will discuss opportunities that exist where the SFFC Clubrooms, the Oval and other function facilities at the Grounds can be used for Special Events organised by the SFFC, the City or third parties in order to generate revenue for the parties.
- (b) Subject to the approval of the City (which may be granted or withheld in the City's absolute discretion) and in addition to the SFFC's use of the Licensed Areas in accordance with clause 7.1, the SFFC may hold Special Events on up to five (5) days each year, provided that:
 - (i) the SFFC gives written notice the City providing full details of the proposed Special Event, and the date of the Special Event not less than three (3) months' notice prior to the proposed date; and



- (ii) the City has not granted to any third party the right to use the Licensed Areas, or organised or reserved the Licensed Areas for a Special Event to be held or organised by the City on the date of the proposed Special Event,

and if the City has not refused approval of the Special Event by notice to SFFC within twenty-one (21) Days after the service on the City of the notice pursuant to clause 7.2(b)(i), the request is deemed to be refused.

- (c) Any approval granted by the City in accordance with clause 7.2(b) is subject to the SFFC complying with its maintenance obligations as specified in clause 15. In particular, the SFFC must (at its cost) rectify any damage caused to the Oval by a SFFC Special Event as soon as practically possible following that SFFC Event Day.
- (d) All associated fees, approvals or conditions associated with a SFFC Event Day will be subject to the City's consideration and approval on a case by case basis.
- (e) The City and the SFFC will negotiate on a commercial basis for the use of the SFFC Clubrooms for Special Events, on the basis that subject to liquor licensing laws and agreement between the parties, the City will receive a minimum of 20% of the net income generated from use of the SFFC Clubrooms for the Special Event.
- (f) The SFFC acknowledges and agrees that the City may organise City run events or permit community events to be held at the Licensed Areas from time to time so as to maximise commercial returns from the Licensed Areas or manage event space in Fremantle. The SFFC acknowledges and agrees that it has no entitlements in relation to these other events or the revenue generated by these other events other than in relation to 7.2(a).
- (g) Unless otherwise previously agreed with SFFC in accordance with clause 7.1(a), the City and its invitees will not have access to the SFFC Clubrooms during an Event Day not organised by the SFFC.

7.3 City's priority use at other times

- (a) Subject to the Football Season Plan and scheduled SFFC Event Days (as agreed between the parties from time to time in accordance with clauses 7.1 and 7.2):
 - (i) the City has priority to use the Licensed Areas including the Oval (but excluding the Clubrooms and SFFC Pavilion Area); and
 - (ii) all other use of the Licensed Areas by the SFFC will be subject to approval by the City.
- (b) The City will use reasonable endeavours to give the SFFC:
 - (i) at least two (2) months' notice that it requires the use of the Oval; and
 - (ii) one (1) months' notice that it requires the use of the Licensed Areas (other than the Oval),

but the SFFC acknowledges that this obligation is one of courtesy only, and the SFFC's consent to such uses is not required outside the dates agreed in the Football Season Plan or for a scheduled SFFC Event Day.



- (c) Subject to clause 7.3(a)(i), the City will not unreasonably withhold consent to a request by the SFFC for the use of the Licensed Areas by the SFFC for Football Activities.

7.4 Ground catering

- (a) The SFFC's rights in respect of catering requirements for the Licensed Areas continue unchanged for a Match Day and in accordance with the terms of this Deed.
- (b) The City acknowledges and agrees that SFFC has and will maintain WAFC beverage supply rights in the SFFC Clubrooms.
- (c) The City may contract with the SFFC to provide catering services to the City (or any Special Events conducted or arranged by the City) on reasonable terms to be agreed between the City and the SFFC, or permit the SFFC to provide catering to such events.
- (d) In the absence of any agreement or permission between the parties, the City is not obliged to engage or permit the SFFC to provide catering for any event conducted or arranged by the City, and may arrange for catering at those events itself or by any third parties.
- (e) Unless otherwise agreed, the City will have exclusive catering rights from and to the City's Facility.

8. REDEVELOPMENT OF LICENSED AREAS

8.1 Commitment to Redevelopment

The City and Club acknowledge that redevelopment of Fremantle Oval is needed and will be beneficial to the Fremantle community and the Club. As such both the City and the Club are committed to and support future redevelopment at Fremantle Oval.

Past and Future Oval Presence

- (a) The Club is an integral part of the history of Fremantle Oval.
- (b) The Club has, in some form, occupied and played games at Fremantle Oval for over 120 years.
- (c) It is the intention, pursuant to the provisions of this clause 8, of the City and Club for the Club to remain at the oval post redevelopment.
- (d) The City will ensure the Club is included in planning for future redevelopment.

8.2 Future Financial Support Post Redevelopment

- (a) It is the intention of the City and SFFC for SFFC to become financially self-sustaining in its own right and not to receive any form of direct financial support from the City post redevelopment.
- (b) This includes the Club making every reasonable endeavour to include their current freehold title land located adjacent to the oval being amalgamated into the oval title as part of the redevelopment.
- (c) If required, due to the intention in 8.2 (a) above not fulfilling financial sustainability in a reasonable commencement period post redevelopment, the City will support a sliding scale for winding back of direct financial support during the first three years post redevelopment by providing a financial contribution of any financial income in



the achievement of self-sustaining income for SFFC to achieve the same level of income as provided from direct sponsorship from the City in the preceding twelve (12) months prior to redevelopment subject to clause 8.2(d) on the following basis;

- Year 1 – top up to a level of no more than 75% of preceding funding
- Year 2 – top up to a level of no more than 50% of preceding funding
- Year 3 – top up to a level of no more than 25% of preceding funding

- (d) Any financial contribution provided in clause 8.2(c) above would need to be first qualified through independent financial audit by a qualified accountant agreed between the City and SFFC to verify any non-fulfilment in financial sustainability and must be based on the completed audited financial statements from the usual SFFC financial year immediately prior to redevelopment.

8.3 Redevelopment

- (a) The parties acknowledge that:
- (i) the Land is subject to the Crown Grant, which currently requires the City to use the Land for recreational purposes;
 - (ii) it is the intention of the City to amend, revoke or alter the Crown Grant to allow a redevelopment of a portion of the Licensed Areas during the Term; and
 - (iii) if the Crown Grant is altered or revoked during the Term, the City is required to administer the Land in a manner which may change from time to time to suit the changing requirements of the community served by the Land.
- (b) Notwithstanding anything to the contrary contained or implied in this Deed the City and the SFFC agree that at any time after twelve (12) months has elapsed since the Commencement Date, if:
- (i) the City wishes to alter or extend or redevelop all or any part of the Land or the Licensed Areas in its sole and unfettered discretion;
 - (ii) the State of Western Australia wishes to resume the Land or any part of the Land comprising any part of the Licensed Areas; or
 - (iii) the Crown Grant is revoked altered or amended,
- in a manner which does or may affect the SFFC's use of the Licensed Area or which does or may interfere with safe access to them (**Proposed Redevelopment**), the City is entitled to terminate this Licence on giving the SFFC not less than six (6) months' written notice (**Redevelopment Notice**) expiring at any time whether or not at the end of a month or other fee period but provided such notice does not expire during a current Football Season (in which case, the notice period is extended until twenty-eight (28) days following the end of the Football season).
- (c) The Redevelopment Notice must contain the following:
- (i) an outline of the Proposed Redevelopment (as proposed as at the date of the Redevelopment Notice); and
 - (ii) the date on which the Licence is terminated in accordance with the operation of this clause (**Termination Date**).



- (d) On the Termination Date, save and except for the provisions in this clause 8, this Licence will come to an end and the SFFC must deliver vacant possession of the Licensed Areas to the City (unless the City permits SFFC to hold over pursuant to the provisions of clause 3.2).
- (e) Nothing in this clause 8 shall derogate from the SFFC's liability, up until the Termination Date, to:
 - (i) pay the Licence Fee and all other payments due under this Deed; and
 - (ii) perform or observe the terms of this Deed on the SFFC's part to be performed up to the Termination Date,except that the SFFC will not be required, under any other term of this Licence, to make good the Licensed Areas that are otherwise required to be moved demolished or refurbished by the Proposed Redevelopment.
- (f) The City will not be liable in any way for loss or injury (including economic loss or loss of profit) sustained by the SFFC or arising from anything referred to in this clause. In particular the exercise by the City of the rights conferred on the City by this clause will not constitute a breach of the City's covenant of quiet enjoyment.

8.4 Negotiation of Possible New Licence

- (a) Following the service of a Redevelopment Notice, the City and SFFC will negotiate in good faith to determine whether agreement can be reached on the terms of a new licence with a term matching the end date of the Term (or Option Term) for:
 - (i) the use of the Oval; and/or
 - (ii) any other areas of the Grounds open to be licensed by the City to the SFFC and as negotiated between the parties.
- (b) The negotiations referred to in 8.4(a) may include:
 - (i) considering whether a new licence may permit the use of new or different facilities, including facilities that may form part of the Proposed Redevelopment, and the scope of such permitted use;
 - (ii) the consideration by the parties of means in which the SFFC is provided with opportunities in the redevelopment to earn revenues equivalent to the level of sponsorship provided immediately prior to redevelopment in clauses 10.1(a) and 10.2(b) to enable it to become financially self-sufficient during the term of any new licence, and
 - (iii) the terms upon which the Licensed Areas under this Licence may be continued to be used during the Redevelopment, and the terms upon which any new licence may itself be terminated, amended or replaced if any further redevelopment of the oval is contemplated.

However nothing in this clause 8 requires the City to reach any concluded agreement for a new licence (nor any interim licence pursuant to clause 8.4) and in particular the City is entitled to have regard to and give priority to its commercial interests in determining whether any agreement can be reached.



- (c) If the parties reach agreement as to the terms of any Possible New Licence the new proposed agreement will be subject to the same Conditions Precedent as contained in clause 4 of this Agreement.
- (d) If the parties reach no agreement as to the terms of any new licence prior to the commencement of the Proposed Redevelopment then subject to the City's right to require SFFC to cease all use of the Licensed Areas and deliver vacant possession to the City, the terms of clause 8.5 shall apply either for the duration of the Redevelopment, or until a new licence is negotiated, or until negotiations for an interim licence pursuant to clause 8.4(b) cease with no agreement being reached.
- (e) Notwithstanding that:
 - (i) No agreement for a new licence is able to be reached pursuant to clause 8.4; or
 - (ii) No interim licence is able to be agreed pursuant to clause 8.4,the provisions of this clause 8 do not prevent SFFC holding over pursuant to the items of clause 3.2 if the City permits this to occur, whether before, during, or after any Redevelopment. However, permitting any continued occupation by SFFC of any Licenced Areas on any basis the City is granting no rights to SFFC nor making any representation express or implied that any new licence agreement will be reached at some future time nor waiving any rights of the City to require the delivery up of vacant possession of the Licensed Areas.
- (f) Nothing in this clause 8 (including without limitation any obligation on the part of the City to engage in negotiations or a new licence or an interim licence) gives the SFFC any right or entitlement to seek to prevent or delay or object to the Proposed Redevelopment in any way, and SFFC must take no steps to do so, nor assist any third party (directly or indirectly) to do so.

8.5 Use of Licensed Areas during Redevelopment

- (a) The City will use commercially reasonable efforts (having regard to the requirements for the Proposed Redevelopment) to:
 - (i) conduct the Proposed Redevelopment in a manner (for example, in stages) that does not require the whole of the Licensed Areas to be used for the Redevelopment at the same time;
 - (ii) retain the Oval at a size sufficiently large to be used for the playing of Australian Rules Football, subject to this not affecting proper planning of recreation on the Land to deliver an outcome of any Proposed Redevelopment that benefits the greater community of residents of the City;
 - (iii) keep the Oval (if retained) available for Match Day use by the SFFC during any Proposed Redevelopment; or
 - (iv) facilitate the SFFC to locate and move to an alternative location from which the SFFC can conduct the Football Activities, excluding however being liable to pay any compensation for any loss of revenues or expenses incurred, or the payment of relocation expenses incurred in moving to an alternative facility.



- (b) If clause 8.5(a)(i) or 8.5(a)(ii) applies such that it is open to continue using the Land in a manner that can incorporate the recreational use of SFFC for Football Activities, and no new licence has been negotiated pursuant to clause 8.4, the City will negotiate in good faith with the SFFC in respect of granting an interim licence for the use of that part of the Licensed Areas and/or the Oval that may operate during the works for the Redevelopment, as the City in its discretion determines, on terms that:
 - (i) do not require the SFFC to pay more in overall expenses than it incurred in the year immediately prior to the issuing of the Redevelopment Notice (but thereafter subject to normal increases to reflect increased costs on the part of the City from time to time); and
 - (ii) for a term that reflects the anticipated period of the Redevelopment works.

9. IMPROVEMENTS BY THE SFFC

9.1 Improvements

Subject to clause 9.2:

- (a) the SFFC must obtain the City's written consent prior to carrying out any improvements to the Licensed Areas;
- (b) unless agreed otherwise by the City, the SFFC will be solely responsible for and liable for the costs of any improvements made by or on its behalf, and all costs associated with the improvements during the Term (including any Option Term or extension) including:
 - (i) the costs of maintaining the improvements;
 - (ii) the costs of servicing the improvements if any services (including, water, gas, power for other utilities) to the improvements are required, whether or not consented to by the City in accordance with this clause 9.1; and
- (c) at the expiry or sooner determination of the Term (including any Option Term or extension), if directed and required by the City, the SFFC must remove the improvements and make good any damage caused by the removal.

9.2 Capital Improvements

If the SFFC requests the City to carry out any structural or capital improvements to the Licensed Areas (**Capital Improvements**):

- (a) the City may consent to or reject any proposed Capital Improvements at its absolute discretion; and
- (b) if the City consents to the Capital Improvements:
 - (i) the City shall carry out and manage the Capital Improvements; and
 - (ii) unless agreed otherwise by the City, the SFFC will be liable for, and shall reimburse the City for, the costs of the improvements, and all costs associated with the Capital Improvements during the Term (including any Option Term or extension) including:



- (A) the costs of maintaining the Capital Improvements; and
- (B) the costs of servicing the Capital Improvements if any services (including, water, gas, power for other utilities) to the Capital Improvements are required; and
- (iii) the Capital Improvements shall form part of the City's Property, and the SFFC agrees and acknowledges that at the expiration of sooner determination of the Licence the City may in its absolute discretion give notice to the SFFC requiring any or all Capital Improvements to be removed (and any damage occasioned by the removal made good), and failing the giving of such notice the Capital Improvements shall remain the property of the City.

10. FINANCIAL SUPPORT AND ACKNOWLEDGEMENT

10.1 Sponsorship Contribution

- (a) The City will provide the SFFC with an annual sponsorship contribution of \$50,000.00 including GST (**Sponsor Contribution**), which shall be subject to annual CPI indexation to a maximum of 5% in any one year.
- (b) The annual Sponsor Contribution will be payable by the City to the SFFC in equal quarterly instalments each year, within 28 days of the SFFC issuing an invoice for relevant instalment of the Sponsor Contribution. The invoice for the first instalment of the Sponsor Contribution shall be issued on the Commencement Date, and the SFFC will invoice the City every three (3) months thereafter for the duration of the Term (including any Option Term).
- (c) The SFFC acknowledges and agrees that the Sponsor Contribution must be applied towards Club Activities, Football Activities, capital improvements related to Football Activities and/or use of the Oval and the SFFC's obligations under clause 10.4.
- (d) The SFFC acknowledges that if, in accordance with clause 8, this Licence is terminated, the Sponsorship Contribution will cease as at the Termination Date and the City is not obliged to re-instate the Financial Contribution (or any financial or sponsorship contribution in its place) upon completion of the redevelopment and a new licence being entered into between the parties.

10.2 Financial contribution in lieu of parking revenue

- (a) The parties acknowledge that the SFFC has, prior to the date of this Deed, collected CP Revenue, and that pursuant to clause 10.3(a) the City is entitled to the CP Revenue on and from the Commencement Date.
- (b) In consideration for the CP Revenue, the City shall pay to SFFC a \$100,000.00 per annum (**Financial Contribution**) for each year of the Term that the Car Park Area continues to exist, provided that the City's Net CP Revenue is not less than the applicable Financial Contribution from time to time and if the Net CP Revenue is less than the then Financial Contribution in a relevant year of the Term, the City shall only be obliged to pay to SFFC an amount equal to the Net CP Revenue made in that year.



- (c) The SFFC acknowledges that if, in accordance with clause 8, this Licence is terminated, the Financial Contribution will cease as at the Termination Date and the City is not obliged to re-instate the Financial Contribution (or any financial or sponsorship contribution in its place) upon completion of the redevelopment and a new licence being entered into between the parties.
- (d) Subject to clauses 10.2(b), 10.2(a) and 10.2(d), the Financial Contribution will be payable by the City to the SFFC in equal quarterly instalments each year, within 28 days of the SFFC issuing an invoice for relevant instalment of the Financial Contribution. The invoice for the first instalment of the Financial Contribution shall be issued on the Commencement Date, and the SFFC will invoice the City every three (3) months thereafter for the duration of the Term (including any Option Term). If the Net CP Revenue is less than the Financial Contribution in any year of the Term, the Financial Contribution for the following year will be decreased to adjust for any resulting overpayment by the City in the last prior year.
- (e) The SFFC acknowledges and agrees that the City may, in its absolute discretion, decide the car parking rates applicable to the Car Park Area and/or provide free car parking during designated times or events and that the SFFC has no authority to require the City to change the car parking rates or arrangements.
- (f) The parties acknowledge and agree that if the Car Park Area is removed or used for a purpose other than car parking, the Financial Contribution will come to an end on and from the date the Car Park Area ceases to generate a CP Revenue and the City will have no further obligation to the SFFC in respect of any revenue raised from what was previously the Car Park Area.

10.3 Management and use of Car Park Area

- (a) In consideration for the payment of the CP Revenue, the SFFC acknowledges and agrees that:
 - (i) any private car parking management agreement that the SFFC has on-foot in regards to the Car Park Area will be terminated effective no later than the date of this Deed;
 - (ii) prior to the Commencement Date or as soon as practically possible thereafter, all infrastructure installed at the Car Park Area by the SFFC or its third party car park manager for the provision of general public parking will be removed (at no cost to the City); and
 - (iii) from the date of this Deed:
 - (A) the general public parking at the Car Park Area will be managed solely by the City; and
 - (B) all revenue raised as a result of the general public using the Car Park Area will be retained by the City; and
 - (C) subject to clause 16, the City is not required to consult with the SFFC prior to making, in its absolute discretion, any decisions regarding the management of the Car Park Area.
- (b) Nothing in this clause 10.3 prevents the SFFC allowing SFFC members to use the Car Park Area in accordance with clause 16.



- (c) Notwithstanding clauses 11.3(b) and 17, the SFFC acknowledges and agrees that:
 - (i) all third party management of the Car Park Area (including that area used by the SFFC) must be conducted on the City's instructions and authority; and
 - (ii) the SFFC is not permitted to use a third party to manage any part of the Car Park Area (including that area used by the SFFC) or to charge members of the public to park in the Car Park Area, without the prior consent of the City (which may be withheld or granted in the City's absolute discretion).

10.4 Acknowledgement of City's Sponsorship

- (a) In consideration of the Sponsor Contribution and the City's maintenance of the Oval, SFFC must acknowledge the City as a major sponsor of the SFFC, including by providing:
 - (i) appropriate signage at the Grounds;
 - (ii) acknowledgement on the SFFC's promotional materials; and
 - (iii) use of the SFFC's digital sign(s) to advertise Special Events and other City run events or attractions (the time prioritised for the City's use of the digital sign(s) to be negotiated in good faith between the parties).
- (b) In consideration of the Sponsorship Contribution, the SFFC agrees that its digital sign(s) will not operate and will be turned off between the hours of 21:00 and 06:00 on each Day.
- (c) The parties will use all reasonable endeavours to agree the total amount to be spent by the SFFC each year in recognition of the City's sponsorship and in accordance with the agreed sponsorship acknowledgement package.
- (d) If an amount cannot be agreed, the minimum amount spent by the SFFC (in accordance with clause 10.4(b)) will be [10%] of the Sponsorship Contribution for that year.

11. SIGNAGE

- (a) Subject to the terms of this Deed, the SFFC's rights in respect of SFFC Signage for the Licensed Areas (being the areas where, as at the date of this Deed, the SFFC has existing SFFC Signage and including signs covering the fencing of the Grounds, parapet signage, the undercover stand at the Parry Street end of the Grounds, scoreboard signage and front entrance signage) continue unchanged.
- (b) The City may, at its own cost, replace or cover SFFC Signage during the City's use of the Grounds. The SFFC Signage is to be replaced or uncovered as required promptly upon conclusion of the City's usage of the Grounds. In so acting, the City must at all times comply with the requirements for planning approval and building licences.
- (c) The City has exclusive naming rights in perpetuity. The SFFC may request the City's consent to the temporary naming or branding of the Oval on a Match Day or Special Event, such consent not to be unreasonably withheld by the City.



12. LIQUOR LICENCE

- (a) The SFFC shall not sell or dispense alcohol from the Licensed Areas or allow alcohol to be sold or dispensed from the Licensed Areas without the prior written consent of the City and then only in accordance with existing liquor licences and the provisions of the *Liquor Licensing Act 1988*.
- (b) Notwithstanding the provisions in clause 12(a), the City has the right to apply for an appropriate liquor licence in respect of any club facilities constructed by it on the Licensed Areas or adjoining Licensed Areas or such other facilities as are appropriate, subject to reasonable attempts at consultation between the parties prior to lodgement of any application by the City.
- (c) The SFFC will not object to any proposed application made by the City under clause 12(b) for a special facilities licence.

13. SFFC'S OBLIGATIONS

The SFFC covenants with the City to:

- (a) pay the Licence Fee and the Outgoings on the relevant due dates for payment to the City (or as the City from time to time directs in writing) without any deduction, set off or abatement;
- (b) keep the Licensed Areas clean and free of vermin and arrange to remove all rubbish and trade waste regularly, including at the end of every Training Day, Match Day and agreed SFFC Event Day;
- (c) comply with and observe all present and future laws, whether State or Federal, ordinances, orders, regulations, and by-laws, and all orders, requirements, and notices from or by any relevant authority which relate or apply to the SFFC's particular use of the Licensed Areas or the SFFC's occupation of the Licensed Areas;
- (d) comply with and observe all the SFFC's covenants and indemnify and keep indemnified the City against all Claims arising from or incidental to a breach of those covenants;
- (e) indemnify and keep indemnified the City against all Claims arising from or incidental to:
 - (i) something the SFFC does or fails to do, or someone the SFFC is responsible for does or fails to do;
 - (ii) damage or injury to persons or property for which the City is or might be held liable; or
 - (iii) the SFFC's use and occupation of the Licensed Areas,provided that the SFFC is not required to indemnify the City to the extent that any damage or injury to persons or property is caused by any act or omission of the City;
- (f) pay interest on any amount which is overdue calculated at the current Cash Rate published by the Reserve Bank of Australia plus 2%, from the date the amount should have been paid until it is paid, which interest shall accrue daily and shall be payable on demand; and



- (g) immediately upon receipt of the same send copies of any notices received by the SFFC from any public or statutory authority or from any other person and which relate to the use of the Licensed Areas or a breach or purported breach of the SFFC's obligations to the City.

14. CITY'S OBLIGATIONS

The City covenants with the SFFC that, subject to the SFFC paying the Licence Fee, Outgoings and all other moneys payable by the SFFC under this Deed and observing and performing SFFC's other covenants, the SFFC may peaceably and quietly hold and enjoy the Licensed Areas during the Term and Option Term (if this Licence is renewed) without any interruption by the City or any person claiming through, under, or in trust for, the City except as permitted by this Deed.

15. MAINTENANCE AND REPAIR OF LICENSED AREAS

15.1 SFFC to maintain and repair

- (a) Subject to clauses 15.4 and 15.6 the SFFC must, at the SFFC's cost, keep and maintain the Licensed Areas in clean and tidy condition, and keep and maintain the Licensed Area and the City's Equipment in good condition, order and repair, save for:
 - (i) fair wear and tear; and
 - (ii) structural repairs required other than by reason of any act or omission of the SFFC or any of the Employees, or to the SFFC Clubrooms.
- (b) Without limiting clause 15.1(a) above, the SFFC will immediately repair and replace, to the satisfaction of the City, any damage to the Licensed Areas or the City's Equipment caused or contributed by the SFFC or any of the Employees or by reason of the SFFC's use or occupation of the Licensed Areas, including any Commercial Activity or Special Event conducted or undertaken by the SFFC on the Licensed Areas.

15.2 SFFC Signage

- (a) Subject to clause 1.1(b), The SFFC must, at the SFFC's cost:
 - (i) keep and maintain the SFFC Signage located on or around the Licensed Areas, Car Park Area, Clubrooms and Oval in good condition and repair (fair wear and tear excepted); and
 - (ii) promptly repair or replace any damaged or severely deteriorated SFFC Signage.
- (b) If any SFFC Signage is damaged as a direct result of the City's employees, agents or representatives negligent act or omission, the City will be responsible for the cost of repairing or replacing the damaged SFFC Signage.



15.3 Structural Repairs

The SFFC is not required to make any structural repairs or replacements unless that or those repairs or replacements are to the SFFC Clubrooms, or are required due to an act or omission of the SFFC or any of the Employees, or by reason of the SFFC's use, Special Event or occupation of the Licensed Areas.

15.4 Maintenance of the Oval

- (a) Subject to clause 15.4(b), the City shall keep and maintain the Oval (including mowing and fertilising grassed and turfed areas and maintaining associated underground water reticulation (provided the Bore remains in use) and other infrastructure) as the City determines necessary from time to time, provided always that City shall use reasonable endeavours to cause the Oval to meet the standard applicable to ovals used for training and match play by WAFL.
- (b) SFFC must, at its cost, and in a manner reasonably prescribed by the City from time to time:
 - (i) keep the Oval and its immediate surroundings clean and tidy and in a safe condition;
 - (ii) attend to the regular removal and disposal of rubbish and trade wastes from the Oval and its immediate surroundings;
 - (iii) comply with the SFFC's covenants under this Licence in so far as they concern the Oval; and
 - (iv) immediately repair and replace, to the satisfaction of the City, any damage to the Oval and any associated underground water reticulation and other infrastructure caused or contributed by the SFFC or any of the Employees.

15.5 Failure of SFFC to Repair or Replace

If the City:

- (a) notifies the SFFC of a repair or replacement required to be made to any defect or item to the Licensed Areas (including to the Oval pursuant to clause 15.4(b)(iv)) and the SFFC fails to repair or replace that defect or item within the time allowed by the City for doing so, the City may without further notice to the SFFC (without prejudice to any other rights under this Deed) enter upon the Licensed Areas (with or without workmen) to carry out those repairs or replacements at the cost of the SFFC in all respects; or
- (b) acting reasonably, is of the opinion that repairs for which the SFFC is liable must be carried out as emergency repairs, the City with or without workmen, may upon giving 24 hours' prior notice (or if the urgency of the repairs demands immediate rectification, no notice) enter and expeditiously carry out those repairs and the SFFC shall pay (on demand) to the City the cost and expense incurred in making those repairs.



15.6 Repairs by City

The City shall undertake any repairs or replacement to the City's Equipment and the improvements to the Licensed Areas (other than the Clubrooms) that the City acting reasonably considers are necessary and are required by reason of fair wear and tear or are structural repairs required not by reason of any act or omission of the SFFC or any of the Employees.

16. PARKING

- (a) The SFFC shall have access to parking in the designated SFFC car bays (which shall be designated by the City from time to time but will not be less than 30 bays ("SFFC Bays")) in the Car Park Area and the Event Parking Area for its Employees, members, players and officials on Training Days, Match Days and SFFC Event Days.
- (b) Any SFFC Employee, member, player or official using an SFFC Bay or the Event Parking Area must (for identification purposes) visibly display within the vehicle evidence of SFFC membership (for example but without limitation, an official card, or sticker).
- (c) Subject to clauses 16(d) and 16(e), SFFC's parking rights in respect of that part of the Event Parking Area identified as being for SFFC use as at the date of this Licence, shall be maintained and shall not attract a parking fee.
- (d) Notwithstanding clause 16(c), the SFFC acknowledges that, in order to provide adequate car parking for visitors during Special Events, the SFFC, its Employees, members and players are not entitled to use the Parking Area SFFC Bays during an Event Day that is not a SFFC Event Day.
- (e) The City shall be entitled to dedicate car bays in the Car Park Area for the exclusive use of the City ("City Car Bays"), and in addition to the City Car Bays (if any) (and subject to the SFFC Bays remaining available for use by SFFC Employees and members), the City shall have priority in regards to car bays in the Car Park Area on Days that are not Training Days, Match Days or SFFC Event Days.
- (f) In accordance with clause 10.3, the SFFC is not entitled to and shall not charge for parking in the SFFC Car Park Area or the Event Parking Area without the City's prior written consent.

17. INSURANCE

17.1 Insurance for SFFC employees

- (a) The SFFC must arrange and maintain all workers compensation insurance required by law for all SFFC employees, including (without limitation) any employed players and coaching staff.
- (b) The SFFC must show the City documentary proof that the insurance required under this clause 17.1 is current and effective on the Commencement Date and at any other time on reasonable request by the City.
- (c) The SFFC must indemnify and at all times keep indemnified the City and its officers, employees and agents, against any claim or proceeding, and against any liability, loss or expense (including legal costs on a full indemnity basis) arising out of:



- (i) any damage to real or personal property caused by any SFFC employees and including any infringement of patents, trademarks, copyright and registered designs in addition to any damage to any tangible property; or
- (ii) any works or improvements undertaken by SFFC including, but not limited, to work completed in accordance with clause 9.

17.2 Building Insurance

The SFFC must maintain and keep current, for the duration of this Licence, building and contents insurance policies in respect of the Clubrooms and any SFFC property and/or equipment stored or located in the Buildings.

17.3 Joint Insurance

In consultation and with the assistance of Australian Sport & General Insurance Agency Pty Ltd or such other insurance company or broker agreed upon by the parties, the City and the SFFC will mutually determine their respective obligations and apportionment of costs in regards to arranging and maintaining all necessary insurance arising out of their respective use of the Licensed Areas and their respective obligations under the this Licence (or any other agreement between the parties).

17.4 Public Liability Insurance

The SFFC must before the Commencement Date take out and at all times keep in force to the satisfaction of the City with an insurer approved by the City in the name of the SFFC and noting the City's interest a public liability policy with a cover for any once occurrence of not less than \$20,000,000 or a greater amount as the City may reasonably require from time to time but only once in any year.

17.5 Insurance against fire and other risks

- (a) The SFFC must throughout the Term and Option Term (if applicable) insure and keep insured with an insurer approved by the City in the name of the SFFC and the City:
 - (i) all plate-glass in the Licensed Areas; and
 - (ii) all additions or improvements to the Licensed Areas carried out by the SFFC or the City for the benefit of the SFFC and all the SFFC's fixtures and fittings,
 - (iii) for the full replacement value against loss or damage by fire, fusion, explosion, smoke, lightning (including tower lights), signage flood, storm, tempest, water damage, sprinkler leakage, earthquake, malicious damage, impact by vehicles, theft and all other risks ordinarily and prudently insured against or which the City requires the SFFC to insure against from time to time.
- (b) The SFFC must before the Commencement Date take out and at all times keep in force to the satisfaction of the City with an insurer approved by the City any other insurance required by law.



17.6 Policies and Premiums

The SFFC must pay to the insurer before the date specified for payment by it all premiums as and when owing for the insurance policies it is required to take out and maintain under this Deed, and must produce to the City within 5 Business Days of being so requested, copies of the certificates of currency for each insurance policy and receipts relating to the payment of the premiums.

17.7 SFFC's Acknowledgment

The SFFC acknowledges and agrees that in relation to any claim the SFFC makes on any policy of insurance the SFFC is required to maintain under this Deed, regardless of whether the insurance policy responds and the reasons why the policy responds or fails to respond, the SFFC is not released (in whole or in part) from any of its obligations under any of the indemnities set out in this Deed to the extent that the SFFC is liable for the obligation or to indemnify the City by operation of this Deed.

18. RELEASE AND INDEMNITY

18.1 SFFC's Risk

The SFFC uses the Licensed Areas at the SFFC's risk.

18.2 Release of Liability

The SFFC releases the City from all liability for loss of or damage to property (including fixtures, fittings and personal property), or injury to or illness or death of any person, in or about the Licensed Areas except to the extent that such loss, damage, injury, illness or death was caused or contributed to by the City.

18.3 Indemnity

The SFFC must indemnify and keep indemnified the City against all Claims incurred or suffered by the City, arising wholly or in part from or in connection with the SFFC's use of the Licensed Areas, the SFFC's breach of this Deed, or an act or omission by the SFFC or its Associates (including a negligent act or omission), in respect of:

- (a) loss of or damage to property;
- (b) injury to or illness or death of any person; or
- (c) damage to the Licensed Areas or any part of or building situate on the Licensed Areas,
- (d) except to the extent that such loss, damage, injury, illness or death was caused or contributed to by the City.

19. ASSIGNMENT AND SUB-LICENSING

- (a) The SFFC must obtain the City's consent (which may be given or withheld by the City in its absolute discretion) before the SFFC assigns or sub-licenses any interest, right or entitlement in this Licence and/or the Licensed Areas to a third party (and for the purposes of this document either an assignment or sub-licence is referred to as an "Assignment").
- (b) If the City grants consent to any Assignment, it may do so subject to conditions, including (without limitation):



- (i) that the Licence be varied to provide that a revised Licence Fee be payable, and it is agreed that such revised Licence Fee is reasonable to impose on commercial terms if in the reasonable opinion of the City either SFFC or the proposed assignee will obtain a commercial benefit arising from or in relation to the Assignment; and/or
- (ii) the Licensed Areas and/or the Permitted Use may be revised to reflect any change of use of the Licensed Areas by the proposed assignee (subject however to obtaining any required consents including WAPC consent),

and if required by the City, a varied licence must be entered into by the City, the SFFC, and the proposed assignee, giving effect to any of the conditions on the Assignment imposed by the City, and until such document is entered into there shall be no valid Assignment.

- (c) The City may transfer the whole or any part of its rights and obligations under this Deed without the need to obtain the SFFC's approval. If the City does transfer its rights under this clause 19, the SFFC must fully co-operate and do what is requested by the City as necessary to enable the transfer including, but not limited to, entering into a new deed in substitution for this Deed with the transferee.

20. DEVELOPMENT ON PROPERTY

- (a) SFFC must seek and receive approval from the City for any development on the property.
- (b) For clarity, this approval must be given before an application can be made to WAPC.

21. DEFAULT AND TERMINATION

21.1 By City

In addition to the rights granted to the City under clause 21, the City may terminate this Deed at any time by giving notice to the SFFC if:

- (a) the Licensed Areas or the Oval are damaged or destroyed and, in the City's opinion, are unfit for use by the SFFC;
- (b) the SFFC does not pay all or part of the Licence Fees, Outgoings or any other moneys payable under this Deed within seven (7) days of that amount becoming payable, whether or not the City demands payment;
- (c) the SFFC otherwise breaches this Deed and the breach cannot be remedied;
- (d) the SFFC otherwise breaches this Deed and the breach can be remedied, but within fourteen (14) days after the City gives the SFFC notice requiring the SFFC to remedy the breach, the SFFC does not remedy the breach;
- (e) the SFFC:
 - (i) has a receiver or manager appointed in respect of the whole or substantial part of its assets;
 - (ii) enters into any form of arrangement for the benefit of its creditors;



- (iii) goes into liquidation or voluntary administration, or some other form of insolvency administration; or
 - (iv) has an order made against it to be wound up, or a resolution to that effect is passed;
 - (v) Is no longer a member of the WAFL or WAFC for any reason.
- (f) the SFFC assigns this Licence or parts with possession of the Licensed Areas, or attempts to do so, other than in accordance with this Deed.

21.2 SFFC's Obligations on Termination

- (a) Immediately upon the expiration or termination of this Deed, the SFFC must:
- (i) pay all amounts then owing to the City under this Deed;
 - (ii) deliver up in a clean and tidy condition and in a good state of repair and condition (fair wear and tear excepted) the Licensed Areas; and
 - (iii) at such time or times as may be agreed by the City in its discretion, remove from the Licensed Areas all of the SFFC's personal possessions, equipment, signage, materials and rubbish and make good to the reasonable satisfaction of the City.
- (b) If the City terminates this Licence and so requires, the SFFC must execute a surrender of this Licence, at the SFFC's cost.
- (c) The SFFC irrevocably appoints the City as the SFFC's attorney:
- (i) to execute a surrender of this Licence in the SFFC's name on termination of this Licence; and
 - (ii) to do all other things necessary to give effect to any re-entry, or termination of this Licence.
 - (iii) The SFFC shall upon demand by the City execute a surrender of the Licence to be held on trust by the City pending the termination of this Licence.

21.3 Other Rights

- (a) The City's right to terminate this Licence does not limit its other rights in respect of a breach by the SFFC of this Deed. Termination does not discharge the SFFC from the SFFC's obligations arising up to and including the date of termination, including payment of the Licence Fees and other amounts payable by the SFFC under this Deed.
- (b) If the City is entitled to terminate this Licence, it may instead take possession of the Licensed Areas (with the exception of the Clubrooms) without terminating this Licence. This does not affect the SFFC's obligations under this Deed.
- (c) The City may remedy a breach of this Deed. Within 7 days after the City makes written demand on the SFFC, the SFFC must reimburse the City for all costs and expenses incurred by the City in remedying the breach, including legal costs on a solicitor/own client basis.



21.4 Due to Oval unfit for use

- (a) If the Oval is damaged in some way so that it is rendered unfit for use as a sporting oval for a period greater than 180 days, either party may end this Licence, either in total, or as it relates to the Grounds (leaving the licence of the Clubrooms in place) by giving the other party notice in writing. The notice may be given any time after the end of the 180 day period of the Oval becoming unfit for use, provided that the Oval remains unfit for use as a sporting oval. Either party may inspect the Oval from time to time while the licence of the Grounds remains on foot to ascertain its condition.
- (b) Should the damage be due to the negligent or wilful act or default of a party (or its employees, contractors or agents), that party forfeits its right to end this Deed pursuant to this clause 21.4.

21.5 Waiver

- (a) No waiver by the City is effective unless it is in writing.
- (b) Despite the City's knowledge at the time, a demand for Licence Fee or other money owing by the SFFC or the subsequent acceptance of the Licence Fee or other money does not constitute a waiver of any earlier default by the SFFC.

22. NO WARRANTY BY CITY

- (a) The City gives no warranty and makes no representations:
 - (i) as to the use to which the Licensed Areas may be put;
 - (ii) that any improvements on the Licensed Areas are structurally sound or comply with all laws and regulations; or
 - (iii) that the Licensed Areas are now or will remain suitable or adequate for the purpose of the Permitted Use; and
 - (iv) about the suitability of the Licensed Areas for the proposed use by the SFFC.
- (b) The SFFC acknowledges and agrees that it has not relied on any representation made by any person in respect of the Licensed Areas and the use to which the Licensed Areas may be put and by entering into this Deed is relying solely on its own enquiries in relation to the Licensed Areas and the use of and any restrictions applying to the SFFC's use of the Licensed Areas.

23. SFFC WARRANTY AS TO CAPACITY

- (a) Where the SFFC executes this Deed in the capacity of a trustee pursuant to any trust deed or other instrument whatsoever (in this clause called the Trust Deed) the SFFC (in this clause referred to as Trustee) warrants undertakes and covenants with the City as Trustee it has power under the Trust Deed to enter into and execute this Deed and to enter into all other obligations in the manner and to the extent contemplated by this Deed.
- (b) Each party to this Deed warrant that it has full corporate or other right power and authority to enter into this Deed and to carry out the transactions contemplated by this Deed and that it has obtained all requisite board, shareholder, council and governmental consents, approvals and authorities to enter into this Deed.



24. NO CAVEAT

The SFFC must not lodge any caveat over the Land or the Licensed Areas and must immediately withdraw any caveat lodged by it or in its behalf over the Land or the Licensed Areas when this Licence expires or terminates.

25. NOTICES

Any notice, demand, consent or other communication (**Notice**) given under this Deed:

- (a) must be in writing and signed by an authorised person of the sender;
- (b) must either be delivered to the intended recipient by prepaid post (where posted to an address in another country, by registered airmail) or by hand or email to the address or email address last notified by the intended recipient to the sender;
- (c) will be taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by post, 2 Business Days after the date of posting (where posted to an address in the same country) or 5 Business Days after the date of posting (where posted to an address in another country); and
 - (iii) in the case of email, on receipt by the recipient of the sender's email transmission, and in the absence of a notification to the sender that the email transmission has failed to reach the recipient,

but if the result of the foregoing is that a Notice would be taken to be given or made on a day which is not a Business Day in the place to which the Notice is sent or is later than 5.00pm (WST) it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

26. GENERAL

26.1 Legal Fees and Costs

- (a) Each party will bear their own costs and expenses relating to preparing, negotiating, executing and performing its obligations under this Deed.
- (b) The SFFC shall pay to the City on demand the legal costs of the City of and incidental to:
 - (i) any assignment, novation, sub-licensing or surrender of the rights granted under this Deed by the SFFC;
 - (ii) all duties, fees, charges and expenses (including transfer duty) on this Deed and any renewal or it; and
 - (iii) the fees of all professional consultants properly incurred by the City in consequence of or in connection with any breach or default by the SFFC under this Deed.
- (c) In the event of breach of this Deed by a party, that party must pay the other party any expenses the second party incurs as a result of any of the following:



- (i) a breach of this Deed by the first party;
- (ii) the exercise of a power under this Deed; or
- (iii) a request made under this Deed.

26.2 Dealing with the Land

The City may grant easements or other rights over the Land provided they do not substantially interfere with the SFFC's business in the Licensed Areas.

26.3 Confidentiality

The SFFC shall keep the terms and existence of this Deed confidential save that the SFFC may disclose any such matters:

- (a) to its legal or professional advisors for the purpose of obtaining independent advice in relation to their obligation thereunder;
- (b) as required by law; or
- (c) where the SFFC has obtained the prior written consent of the City.

26.4 Consent or Approval

Unless otherwise specified, wherever this Deed requires the City to give approval or consent, that approval or consent may be withheld or delayed by the City in its absolute discretion.

26.5 Counterparts

Any party to this Deed may sign a counterpart copy provided that:

- (a) this Deed shall not be binding on any party unless one or more counterpart copies of this Deed have been signed by or on behalf of all parties; and
- (b) all counterparts of this Deed when taken together shall constitute the one and the same instrument.

26.6 Severability

- (a) As far as possible all provisions of this Licence must be construed so as not to be invalid, illegal or unenforceable.
- (b) If anything in this Licence is unenforceable, illegal or void then it is severed and the rest of this Licence remains in force.
- (c) If any provision cannot be read down, that provision will be void and severable and the remaining provisions of this Licence will not be affected.

26.7 Entire Understanding

This Licence:

- (a) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Licence; and



- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

26.8 Further Assurance

Each party must do anything (including executing a document) another party reasonably requires in writing to give full effect to this Deed and the Licence.

26.9 Variation

This Deed may not be varied except in writing signed by all of the parties.

26.10 Retail Shops Act

The parties acknowledge and agree that the Retail Shops Act does not apply to this Deed.

26.11 Governing Law

- (a) The laws of Western Australia and where applicable, the Commonwealth of Australia apply to this Deed.
- (b) The parties each unconditionally submit to the exclusive jurisdiction of the Courts of Western Australia, and where applicable, the Commonwealth of Australia, sitting in Perth, Western Australia.
- (c) The parties each waive any right that they may have to object to an action being brought in those Courts on any grounds whatsoever, including a claim that the action has been brought in an inconvenient forum or that those Courts do not have jurisdiction.



SCHEDULE

ITEM 1. CITY

CITY OF FREMANTLE

PO Box 807, Fremantle WA 6959.

Fax: (08) 9430 4634

ITEM 2. SFFC

SOUTH FREMANTLE FOOTBALL CLUB (INC) of Fremantle Oval, Parry Street, Fremantle, WA, 6959.

Fax: (08) 9430 4143

ITEM 3. LAND

The Land situated at and known as Lot 1514, Parry Street, Fremantle, Western Australia, being land more particularly described as Lot 1514 on Deposited Plan 222431, and being the whole of the land comprised in Certificate of Title Volume 1960 Folio 146.

ITEM 4. TERM

20 years, commencing on the Commencement Date and expiring on [insert date].

ITEM 5. COMMENCEMENT DATE

[insert date].

ITEM 6. OPTION TERM

20 years commencing on [insert date] and expiring on [insert date]

ITEM 7. LICENCE FEE

\$1 (plus GST) per year, payable annually in advance.

ITEM 8. PERMITTED USE

The conduct of any Club Activity, Commercial Activity and/or Special Event.

ITEM 9. LICENCE FEE REVIEW AND DATES

None

ITEM 10. SFFC'S PORTION

The SFFC's Portion of any Outgoings for the Licensed Areas (other than those determined in accordance with clauses 6.1 and 6.2) will be:

- (a) negotiated at the commencement of each year (by no later than 31 January) in good faith between the SFFC and the City by reference to the number of



days (or part thereof) the SFFC uses the Licensed Areas in whole or in part;
and

- (b) if the City and the SFFC are unable to agree the SFFC Portion (in accordance with ITEM 10(a)), the SFFC Portion of any Outgoings will be deemed to be 50%.



Executed as a Deed

The COMMON SEAL of the **CITY OF
FREMANTLE** was hereby affixed pursuant to the
resolution of the Council on the _____ day of
_____ 20__ in the presence of:
)
)
)
)
)

Signature of Authorised Person

Signature of Authorised Person

Name of Authorised Person

Name of Authorised Person

Office Held

Office Held

The COMMON SEAL of the **SOUTH FREMANTLE
FOOTBALL CLUB (INC) (A0610013G)** was
hereby affixed by the authority of the Management
Committee in the presence of:
)
)
)
)
)

Signature of Club President

Signature of Club Secretary

Print name of Club President

Print name of Club Secretary

**Meeting attachments – Ordinary Meeting of Council
22 June 2022**



Annexure 1

Every Day Area Plan



Annexure 2

Training Area Plan

DRAFT



Annexure 3

Match Day Area Plan

DRAFT



Annexure 4

Layout Plan

DRAFT



Annexure 5

Car Park Area Plan

DRAFT



Annexure 6

Event Day Area and Event Parking Area Plan

DRAFT



Meeting attachments – Ordinary Meeting of Council
22 June 2022

ARMC2206-1 WALYALUP CIVIC CENTRE – PROJECT UPDATE

ATTACHMENT 1 - Risk Register Summary (April)

ITEM	RISK / OPPORTUNITY EVENT	RISK / ISSUE	DATE RAISED	INITIAL RISK				MITIGATION STRATEGY	OWNER	RESPONSIBLE	TARGET DATE	STATUS	RESIDUAL RISK				FURTHER NOTES / OUTCOMES <i>(red text = updated from previous register)</i>	EVIDENCE
				Consequence (1,2,3,4,5)	Likelihood (1,2,3,4,5)	Assessment	Initial Risk Rating (E,H,M,L)						Control Effectiveness (1,2,3,4,5)	Percentage Reduction	Assessment	Residual Risk Rating (E,H,M,L)		
MAY / JUNE 2021 - LIQUIDATION EVENT (LE) - Summary Level Only																		
BUILDING / PHYSICAL																		
1	Building (Unmanned) Security and protection	Site unmanaged - building and materials left unsecured	24-May-21	4	4	16	E	Increased security on site. Also added additional CCTV and requested daily site presence.	CoF	PD, PT	25-May-21	closed	1	80%	3.2	L	Normal site management / security arrangements implemented, includes motion detection and temp security cameras.	Ongoing site security precautions in place - process & procedures documented as part of the site management plan.
2	Work Stoppage	Works abruptly stopped / Contractors left site - uncertainty on ownership materials and equipment	24-May-21	3	4	12	E	CoF actively engaged Lawyers and liaised with EY. CoF assessed progress documentation / materials paid for, outstanding / in transit and on site. City to take possession of site.	CoF	PD, PT	asap	closed	1	80%	2.4	L	CoF formally taken possession of site 21 May 21, new contractor CDI Group taken possession of site as of 19 July 21.	Works progressing.
3	Site Impacts / adjacent works	Site overlaps and interfaces with MG group - Newman Court / William St and High Street works - ongoing.	24-May-21	2	3	6	M	CoF liaised with MG and agreed work site boundaries and interim management arrangements.	CoF	PD, PT	25-May-21	closed	1	80%	1.2	L	Site boundaries defined and overlaps / control measures agreed / actively monitored by Project Team.	Updated Site Management Plan / project meeting minutes.
4	Contractors - work continuity	Key personnel and contractors left mid-works, project progress, detail and knowledge unavailable.	24-May-21	4	4	16	E	CoF actively engaged with the Pindan project team, all relevant documents collated from site - including contractor deeds / T&C's, warranties and progress claims.	CoF	PD, PT	28-May-21	closed	1	80%	3.2	L	Key personnel secured / retained by CoF.	Project team on site - leading works.
5	Contractors - work continuity	Contractors move to other works - CoF unable to re-engage or face delays or cost increases / amended T&C's.	24-May-21	4	4	16	E	CoF immediately employed the main Pindan project team, the team actively engaged with contractors and maintained dialogue. Follow up correspondence from the City and a meeting provided to provide assurance and CoF commitment to complete works. Contractor Novation deeds passed to CoF and novation formally effected (15 June 21).	CoF	PD, PT	15-Jun-21	closed	1	80%	3.2	L	All deeds / T&C's, warranties log of claims secured.	All contractors re-engaged and active where remaining works.
6	Building open to weather damage	Building open with key elevations not complete - facade not installed.	25-May-21	4	5	20	E	Officers seek Council approval to engage project subcontractors as sole suppliers via novation deeds and individual agreements and tender for a Managing Contractor to progress the works asap. NOTE: Some early works commenced (as PUBLIC WORKS) to address immediate building risk.	CoF	PD, PT	31-Aug-21	closed	1	90%	2	L	Building now wind and weather tight.	Roofing finished, all key windows and facades installed and pressure tested.
HEALTH & SAFETY																		
7	OSH Management - daily	No immediate or interim site arrangements in place	24-May-21	4	4	16	E	Site unoccupied - interim management arrangements and security implemented until project team established and onsite with updated / agreed plan.	CoF	PD, OSH TL, PT	1-Nov-21	closed	1	80%	3.2	L	PC/Occupancy Certificate achieved - Building occupied.	Building Managed through FM, service leads and Operational Management plans.
8	Health & Safety Management Plan	No formal / adopted H&S Management in place	24-May-21	4	4	16	E	CoF and project team reviewed the Pindan OSH management plan and updated / integrated with CoF requirements. Consultant site / plan review conducted. Worksafe inspection (routine) taken place - no issues or concerns raised. Documents reviewed by CoF OSH Team Leader.	CoF	PD, OSH TL, PT	16-Jun-21	closed	1	80%	3.2	L	see above.	Project OSH Management Plan.
FINANCIAL																		
9	Insurance	Works Insurance covered as part of the Pindan contracted work. Cover cease at liquidation. Building uninsured.	24-May-21	5	4	20	E	Agreement reached with EY (via L&SIS) that the existing insurance provisions shall remain in place until 30 June 21. CoF liaising with L&SIS and brokers Chase to establish appropriate new cover for the remainder of works in progress. FY 21/22.	CoF	PD, PT	30-Jun-21	closed	1	90%	2	L	Project Works Cover / Building and 3rd party cover, works compensation in place.	Policies in place - CDI policies (copies) provided.
10	Project Bank Account (PBA)	Administrators (EY) frozen the PBA - CoF / Contractors access to funds and payments, retention monies and April payment pending.	24-May-21	4	3	12	E	CoF liaising with EY and CBA re lifting the suspension of the PBA. All contractors paid to date - March. Retention monies held in the PBA. April claim certified but not processed through the PBA for payment - only \$200 allocated to Pindan in the April claim.. CoF to consider direct payment to contractors for April.	CoF	PD, PT	31-Aug-21	closed	1	80%	2.4	L	PBA suspension lifted by EY. CoF now have access to main account and the the retention account.	Accounts accessed and monitored.
11	Project Budgets / Contingencies	CoF budget remains against the contracted works (@ circa \$3.6m) remaining contingency available (@ circa \$500k). Unsure of actual cost to complete.	24-May-21	4	4	16	E	Project team reviewing works and costs to complete. Full cost review exercise underway. All cost implications to be held against the insurance bonds.	CoF	PD, PT	1-Dec-22	ongoing	1	80%	3.2	L	Cost to complete actively monitored through project team QS and project Managers - Admin team dedicated to tracking costs and commitments (inc weekly review). Current estimated construction outturn cost is \$46,812,343 (ex GST). NB. Bonds cashed @ \$3.6m.	TechOne - New WBS in place with WO's for specific post liquidation events. All costs/commitments and contractor payments tracked and certified. Remaining draw-down schedule produced - final accounts being collected and reviewed.
12	Bonds	Bond security, access and ability to draw - Bonds are in place for - performance @ 5% contract value, facade bonds @ \$1.6m for material supply. Other for significant materials / works (Lifts)?	24-May-21	4	3	12	E	CoF immediately moved to cash in all relevant insurance bonds to protect against works performance and materials.	CoF	PD, PT	28-May-21	closed	1	80%	2.4	L	All bonds secured by the CoF 28-May-21	payment remittance received for all performance and Material (façade) bonds.
13	Increased Contractor costs	The hold in work activity and delays resulting from the LE may lead to contractors or suppliers applying additional charges (eg. storage or mobil/demob).	24-May-21	3	4	12	E	Active liaison with contractors ongoing. Novation deeds have secured - the majority of costs under existing Pindan T&C's, (batch one contractors). Batch two are unsecured agreements - see below.	CoF	PD, PT	1-Nov-21	closed	1	80%	2.4	L	The project team have secured all contractors to complete the contracted works (on original Pindan costs), continuity and price security.	TechOne - New WBS in place with WO's for specific post liquidation events. All costs/commitments and contractor payments tracked and certified.
14	Increased Contractor costs	The LE with Pindan may break the existing contract / T&C's with batch two subcontractors / suppliers - the CoF may face delays or revised costs from contractors with new terms.	24-May-21	3	3	9	H	Active liaison with contractors ongoing. Batch two areas are low risk - mainly supply and rates for agreed works.	CoF	PD, PT	1-Nov-21	closed	1	80%	1.8	L	As above - all Batch 2 contractors are secured and active.	TechOne - New WBS in place with WO's for specific post liquidation events. All costs/commitments and contractor payments tracked and certified.
15	NEW: COVID Supply chain delays, labour shortages.	Suppliers and contractors costs are increasing and works / delivery timeframes are increasing. This is putting pressure on works program and PC delivery.	13-Oct-21	2	3	6	M	Project team actively liaising with contractors and suppliers and rechecking programs / delivery lead times etc.	CoF	PD, PT	1-Dec-22	ongoing	2	60%	2.4	L	Regular proactive liaison underway across all areas. Some delays are occurring for contractor availability for defect rectification. (minor items).	CDI Group Maintenance (and defects) system capturing all issues / potential outstanding works - retention payment held against completion of all works.
16	Prolongation Costs	The LE will prolong the works on site, this will lengthen consultant engagement and extend fees on a pro-rata basis.	24-May-21	3	4	12	E	The CoF have engaged with the relevant consultants re prolongation costs. These are agreed to be applied on a pro-rata basis but will reflect activity / work level fluctuations.	CoF	PD, PT	1-Nov-21	closed	1	80%	2.4	L	Costs locked against PC - achieved November 2021.	TechOne - New WBS in place with WO's for specific post liquidation events. All costs/commitments and contractor payments tracked and certified.
17	Tenancy delays	Disruption and delays may impact availability of tenancy space and or may jeopardise executing / attracting new tenants.	24-May-21	3	3	9	H	CoF are actively liaising with the prospective tenants. These areas of the building will be prioritised for clearing and access to minimise potential tenancy delay.	CoF	PD, PT	1-Dec-22	ongoing	2	60%	3.6	L	Newman Court tenancies agreed - fit out staged in consultation with tenants. Other areas under negotiation/seeking proposals. (Separate fit-out budget for tenancies).	No additional project costs or provisions (relating to LE) included.
RESOURCING																		
18	CoF Staff availability	CoF staff and internal workforce planning had not anticipated active delivery involvement in the project beyond August 21.	24-May-21	2	3	6	M	Infrastructure Managers have reviewed workload and updated their respective workforce planning (and FY works programming).	CoF	PD, PT	1-Nov-21	closed	1	80%	1.2	L	Construction works complete - defects managed through FM.	Defects logged and managed through FM and CDI 'procure' system.
19	Project Team / knowledge and experience	Loss of the site project team (Pindan) will create a significant void in project knowledge and contractor relationship management / continuity. Significant risks, costs and delays inevitable.	24-May-21	4	5	20	E	CoF to immediately move to engage the key Pindan site project team. Risks remains in terms of staff retention - construction market running very hot - numerous approaches for staff ongoing.	CoF	PD, PT	1-Nov-21	closed	1	80%	1	L	Construction works complete - project team finished.	FM team now manage the building (in-house).

20	Consultant Support (Lead Architect and Specialists)	Consultants have not forecast active delivery involvement beyond July 21 - resourcing and availability could be a challenge.	24-May-21	2	3	6	M	CoF liaised with all consultants on availability / resourcing going forward.	CoF	PD, PT.	8-Jun-21	closed	1	80%	1.2	L	resource availability confirmed.	Consultants active and engaged.	
REPUTATIONAL / COMMUNICATIONS																			
21	Community concern and or negative publicity over LE - especially potential cost blow-outs and delays.	The halt in works could extend or become more damaging, the could increase costs and management risk.	24-May-21	3	4	12	E	CoF comms team to provide status updates. Timing and link to key events important.	CoF	PD, PT.	1-Nov-21	closed	1	80%	2.4	L	Project updated via the Audit and Risk Committee. Building opening events have successfully taken place. Comms plan and updates to continue - ongoing activation program in place.	Updates and Reports.	
22	CoF staffing - Morale	The delay (and any poor publicity) may have a negative impact on staff morale and change readiness.	24-May-21	2	3	6	M	Staff updates provided, Change champion tour arranged to highlight the advance stage of the internal works.	CoF	PD, PT.	1-Nov-21	closed	1	80%	1.2	L	Building occupied - cultural change activities remain through P&C.	COFI updates / staff feedback is very positive.	
TIMING / PROGRAM																			
23	Agreed PC (contractually) was 12 March 2021. The revised program PC from Pindan (not accepted) was reset at 12 July 21 immediately prior to the LE.	The LE will create a delay in work program. This may become more significantly prolonged if certain actions and safeguards are not enacted quickly.	24-May-21	4	4	16	E	Risk mitigations and actions for the project team are focussed on minimising time delays. The engagement of the project team and the early Council approval for sole source supplier arrangements have significantly reduced this risk as it has allowed some works to progress, also the necessary works for weather protection are greatly assisting progress. New Managing Contractor onboard and driving quality and completion.	CoF	PD, PT.	22-Nov-21	closed	1	80%	3.2	L	PC / Occupancy achieved October 2021 Service offering / building opened 22 November.	Construction team meeting have stopped, Facilities Team Meeting continue from an operational perspective.	
LEGACY / FUTURE ISSUES																			
24	Handover - Liabilities and warranties may be jeopardised as a result of the LE.	Contractors provide warranties for materials and services, this is a significant exercise as part of the handover process. There is a risk of loss of cover / warranty provision.	24-May-21	4	4	16	E	Warranties and insurances are mainly covered off through the provisions of the novation deeds. Contract arrangements (without novation deeds) - agreed to be included as part of the the remaining works and payments.	CoF	PD, PT.	1-Nov-21	closed	1	80%	3.2	L	Contract arrangements (without novation deeds) inc all guarantees and warranties are established and agreed as included as part of the the remaining works and payments. Operation & Maintenance (OM) Manuals are developed, and held by Facilities Management. A target budget allocation is to be retained and held in anticipation of any potential main building / issues / works / defects - via Pindan or self delivered, that are not covered by subcontractor works. Forecast against years 1-6.	Deeds and warranties. Operation & Maintenance (OM) Manuals.	
25	Snagging process and commissioning / system balancing and BMS.	At PC the building will undergo an intensive snagging audit, there may be issues with allocation and coordinating returns and rectification. Similarly with commissioning if there are faults or performance issues.	24-May-21	3	3	9	H	Consultants have already been informed to prepare for the PC / snagging process - contractors identified where critical for PC. CDI Group have provided a dedicated process / system for snagging and fault rectifications - feeding future maintenance planning.	CoF	PD, PT.	1-Dec-21	closed	1	80%	1.8	L	Plant initiation and commissioning has been completed.	Commissioning and status reports.	
26	Defects Liability Period, longer term defects.	Once the building reaches PC there is a 12 defects period and no main contractor to assess, coordinate / facilitate returns and rectification.	24-May-21	3	3	9	H	The contract for the MC includes provision to supervise DLP. The CDI Group have agreed a 12 month (DLP) maintenance support service as part of the contract.	CoF	PD, PT.	1-Dec-22	ongoing	1	80%	1.8	L	Budgets and retentions are retained to address the outstanding defects - CDI Group are supporting the FM through the closure process.	Contract Agreement. CDI - procure system.	