



# **MANAGEMENT AGREEMENT**

**Shire of Wongan-Ballidu**

**and**

**Geoff Chambon**

**Commencing**

**1 July 2023**

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## 1.0 AGREEMENT

This document represents an informal 'Management Agreement' made BETWEEN THE **SHIRE OF Wongan Ballidu** of Post Office Box 84, Wongan Hills, Western Australia, 6603 ("the Shire")

AND ("the **Lessee**") Mr Geoff Chambon

Addressing the proportioned responsibility for the '**day-to-day management**' of the Premises and the **equipment** of the Shire (located at the premises) to the Organisation for a period, subject to the agreed terms contained in this Agreement.

## 2.0 INTERPRETATION

Definition used in this Agreement,

"**Equipment**" means the items of equipment listed in Schedule 10.8 and each of them;

"**Organisation**" means the body who by this Agreement undertakes to manage the 'day-to-day' operation of Premises for private use;

"**Premises**" means the land described in Schedule 10.1, together with all buildings and improvements thereon or hereafter erected thereon;

"**Shire**" includes its successors and the reversioner for the time being immediately expectant upon the term created by this Agreement;

"**Plan**" means any plan annexed to this Agreement;

"**Land**" means the land or portion thereof that is owned by the Shire.

"**Building**" means the building that is constructed on Shire Land.

"**Schedules**" The included Schedules form part of this Agreement.

## 3.0 PREMISES USAGE

### 3.1 PERMITTED USE

By this Agreement the lessee is permitted to;

- use the land to construct a structure for the purpose and use as an Aircraft hangar.

### 3.2 NOT PERMITTED USE

The Lessee is not permitted to;

- Use the premises or to permit them to be used for any purpose whatsoever other than for the purposes and objects for which the Shire as specified in Schedule 10.2.
- The lessee will not permit to exhibit or affix to or upon any part of the premises, any placard, poster, sign, board or other advertisement unless first liaising with the Shire to determine if there are any statutory approvals required. i.e. Local Planning or Building Licence Requirements.
- Not to sell or dispense alcohol from the premises without a current licence obtained and the prior written consent of the Shire's Chief Executive Officer and Director of Liquor Licensing and compliance with all terms and conditions imposed.

- Not to permit any person to live on the premises or use the premises as living accommodation.

#### **4.0 SHIRE TERMS**

Under the terms of this Agreement the Shire agrees to;

##### **4.1 Quiet Enjoyment**

Grant the Lessee the peaceable enjoyment of the Premises without unreasonable interruption by the Shire or authorised officer, subject to the lessee observing to all terms and conditions upon which the Premises were granted to the Organisation.

##### **4.2 Building Insurance**

The Shire will keep insured all buildings and improvements, of an insurable nature, erected with the approval of the Shire on the Premises, under its 'Asset Register', against loss or damage by fire, storm, tempest, earthquake and any other normal insurable risks. The Shire will not be responsible for any excess as a result of a claim on insurances.

Where the Lessee can organise their own insurance that will provide the same adequate protection to the building as any insurance that can be provided by the Shire of Wongan Ballidu, the Lessee is required to insure the building and provide the Shire with an Insurance Certificate annually to provide evidence that the building is insured.

#### **5.0 LESSEE TERMS**

By the terms of this Agreement, the Lessee will undertake;

##### **5.1 Public Liability (Use and Building coverage)**

The Organisation is responsible for any 'Public Liability Claim' deriving from the use of the Premises and are therefore to insure and keep insured, with an insurance office approved by the Shire, a public risk policy for an amount of TWENTY MILLION DOLLARS (\$20,000,000).

The Organisation will deposit with the Shire, a renewed copy of the policy of insurance, within seven (7) days of the renewal and payment of premiums.

The Shire will keep Public Liability insurance on all buildings and improvements, of an insurable nature, erected with the approval of the Shire on the Premises.

Where the Lessee can organise their own insurance that will provide the same public liability protection to the building as any insurance that can be provided by the Shire of Wongan Ballidu, the Lessee is required to insure the building for public liability and provide the Shire with an Insurance Certificate annually to provide evidence that the building is insured for public liability.

##### **5.2 Indemnity**

The Organisation will indemnify and keep indemnified the Shire against any claim, demand, action, suit or proceeding that may be made or brought by any person, volunteer employee, contractor, sub-contractor, against the Shire, any staff member of the Shire or any agent of the Shire in respect of personal injury to, or the death of, any person whom-so-ever or loss or damage to any property whatsoever arising out of, or as a consequence of, the activities of the Lessee under this Agreement, and also from any costs and expenses that may be incurred in connection with any such claim, demand, action, suit or proceeding;

### **5.3 Alterations and Additions**

The Lessee is not permitted to erect or alter any building or structure, including internal alterations, on the Premises without prior written consent of the Shire that is subject to the normal Statutory Approval processes.

The Lessee shall seek Shire approval to erect any structure upon the Land, of which the Shire will not unreasonably withhold consent.

### **5.4 Insurance of Assets of the Lessee**

Any assets / equipment of the Lessee kept at the premises that are not included in schedule 10.8 will not be insured by the Shire. It is recommended therefore the Lessee insure and keep insured the assets against loss or damage by fire, storm, tempest, earthquake and any other risks.

### **5.5 Maintenance and Repair**

The Lessee agrees to undertake all building maintenance and structural repair tasks, including but not limited to;

- All structural repairs, maintenance, Renewal and improvements to the grounds and buildings associated with the Aircraft Hangar.
- Repair/replace defective light globes and fittings (eg. covers) including flood lights, power points and switches, and faulty electrical wiring if and where installed.
- Repair/replace defective electrical appliances and fixtures, if and where installed.
- Repair/replace taps and washers, and damaged plumbing fixtures including hot water heaters, dishwashers etc) water supply or wastewater pipes if and where installed.
- Repair/replace refrigeration units (including freezers and cool rooms)where installed.
- Repair/replace gas fixtures and fittings (including gas stoves), if and where installed.
- Replace worn window treatments, fitted floor coverings, if and where installed.
- Repair/Replace door and window locks if and where installed.
- Maintain the premises guttering and stormwater system, in a clean condition, free of organic litter if and where installed.
- Maintain the internal and external painting of the Premises in good order.
- Replacement and maintenance of Air-conditioning systems if and where installed.
- Replacement and maintenance of reticulation services if and where installed

### **5.6 Vermin Control**

The Lessor will maintain an ongoing trapping or baiting program as a control measure to prevent or eradicate vermin from the premises.

### **5.7 Fire Hazard Reduction Zone**

The Lessor is to keep maintained around the Premises the prescribed 'Fire Hazard Reduction Zone', as determined by the Fire and Emergency Services Authority (FESA) or instructed by the Shire.

### **5.8 Emergency Exits and Procedures**

The Lessor is to ensure all users of the Premises are made aware of the location of fire fighting equipment, emergency exits and assembly areas and of the need to ensure these emergency facilities are not obstructed.

### **5.9 Electricity, Water & Gas**

The Lessee shall seek Shire approval before utilities are installed.

## **6.0 NOTICES**

Any notice between the parties to this Agreement, shall be sufficiently served if sent to it by post to the address hereinbefore mentioned or last known and shall be deemed to have been served on the day on which it would in the ordinary course of post reach the address to which it was sent.

## **7.0 FINANCIAL CONSIDERATION FROM THE SHIRE**

This section not applicable

## **8.0 EXPANSION OF SERVICES**

This section not applicable

## **9.0 TERMINATION OF AGREEMENT**

Reflecting the nature of this Agreement, this agreement will expire on the date as provided for within the schedules.

If the Lessor seeks to renew the term the Lessor will give the Shire notice in writing not earlier than six months but no later than three months prior to the expiration of this agreement.

The Hangar may be removed if the Agreement is not renewed.

## **10.0 DISPUTES**

Given the nature of this agreement, dispute or difference between the parties, shall be addressed through consultation between the parties.

## **11.0 SCHEDULES**

**Schedule 11.1 – Description of Premises**

**Schedule 11.2 – Purpose for which Premises are to be used**

**Schedule 11.3 – Term**

**Schedule 11.4 – Rent**

**Schedule 11.5 – Business Name**

**Schedule 11.6 – Public Risk Insurance**

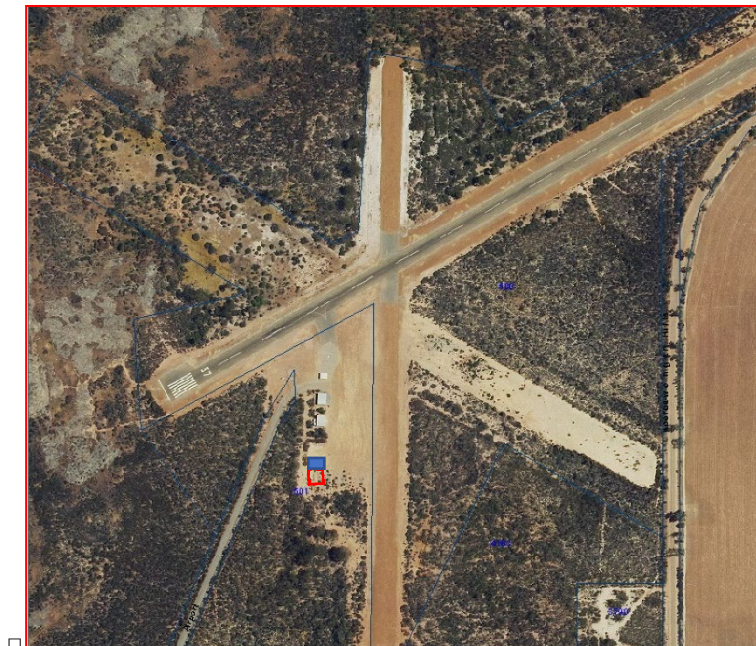
**Schedule 11.7 – Address for Service**

**Schedule 11.8 – Equipment**

## SCHEDULES

### 11.1 – Description of Premises

Portion 24 Airport Road Wongan Hills (hangar depicted by blue square)



### 11.2 – Purpose for which Premises to be used

Aircraft Hangar

### 11.3 – Term

10 years

Date of Commencement – 1 July 2023

Date of Expiry – 30 June 2033

### 11.4 – Rent

Rent payable shall be \$TBA pa payable on demand by the Shire

### 11.5– Public Risk Insurance

Minimum \$20,000,000

### 11.6 – Address for Service

Shire of Wongan Ballidu  
P.O. Box 84  
Wongan Hills WA 6603

Email [shire@wongan.wa.gov.au](mailto:shire@wongan.wa.gov.au)



Mr Geoff Chambon  
Address TBA

### **11.8 – Equipment**

Owned by the Shire – NIL

**12.0 EXECUTION**

The Signatures of the Shire of  
Wongan Ballidu's President and Chief  
Executive Officer were hereunto affixed  
by authority of a resolution of the Council:

.....  
*President (Shire)*  
Cr Mandy Stephenson

.....  
*Chief Executive Officer*  
Mr Stuart Taylor

The Signatures of the Organisations  
office bearers were hereunto affixed  
pursuant to a resolution of the Committee:

.....  
*President (Organisation)*

.....  
*Name of President (print)*

.....  
*Secretary (Organisation)*

.....  
*Name of Secretary (print)*