



Meeting attachments

Planning Services Committee

Wednesday 5 August 2026 6pm

PSC2608-1 NOTRE DAME UNIVERSITY CAR PARKS (3 HIGH STREET, NO. 22 MARINE TERRACE & 11-25 MOUAT STREET, FREMANTLE) - VARIATION TO DA00210/24 (PARTIAL CHANGE OF USE TO PUBLIC CAR PARK) - (ED ET02/26 ET03/26 & ET04/26)	
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University of Notre Dame

Operational Car Park Management Plan (CPMP)

For Car Parks at:

- 22 Marine Terrace (DA Ref DA0069/24)
- 11-25 Mouat St (DA Ref DA0210/24)
- 3 High St (DA Ref DA0068/24)

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*At Secure Parking the customer
experience is at the heart of
everything we do.*

*Our culture and values
drive our decisions, and
we form partnerships with
others who align with our values.*

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1. Purpose of this Plan

This Operational Car Park Management Plan (CPMP) has been prepared to satisfy the operational and reporting requirements of the original Development Approval and to support a 2-year extension of a temporary use approval.

The CPMP demonstrates that the car park:

- Has been operated strictly in accordance with the approved use
- Has not resulted in adverse traffic, parking, or amenity impacts
- Is actively managed through pricing, enforcement, and monitoring
- Is adaptable and capable of further refinement if required by Council

This Plan supersedes previous operational statements submitted with the original approval and provides an updated, auditable framework consistent with City of Fremantle requirements.

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2. Strategic Alignment – City of Fremantle

2.1 Integrated Transport Strategy Alignment

The original DA recognised the car park as a temporary and managed facility, rather than permanent commuter infrastructure. Ongoing operations reflect this intent by:

- Prioritising short-stay parking to support local economic activity
- Avoiding all-day storage of vehicles inconsistent with local transport policy
- Supporting nearby public transport, walking, and cycling networks
- Managing demand to minimise traffic circulation and congestion

2.2 Parking Policy Alignment

The CPMP aligns with the City's shift toward active parking management, as implicitly required by the original approval conditions, by:

- Managing demand rather than increasing supply
- Using pricing and time controls to influence behaviour
- Preventing spill-over impacts on surrounding streets

2.3 Consistency with City Parking Systems

In accordance with conditions requiring compatibility with City systems and controls, the car park:

- Uses payment and enforcement approaches consistent with City operated facilities
- Applies time limits and pricing structures familiar to users
- Avoids bespoke arrangements that could undermine compliance or legibility

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3. Operational Overview

3.1 Operating Hours

The car park operates strictly within the hours approved under the original DA:

- 5:00pm to 12:00am Monday to Friday and
- 6:00am to 12:00am on Saturday, Sunday and Public Holidays

No overnight or extended operation occurs unless explicitly permitted by the approval.

Operating hours are monitored and enforced through system controls and inspections.

3.2 Approved Parking Use

The car park operates only for the approved purpose, typically:

- Short stay public parking
- Visitor and customer parking

The following are explicitly excluded where not approved:

- Permanent or assigned commuter parking
- Contractor or fleet parking
- Storage of vehicles outside operating hours

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4. Pricing & Demand Management

4.1 Pricing Structure

Pricing is deliberately structured to support the original DA intent by:

- Encouraging short stays
- Discouraging all day use
- Supporting turnover in peak activity periods

Rates are benchmarked against nearby City car parks to ensure pricing does not attract inappropriate demand.

All 3 car parks operate under the same rate structure:

- For 1 hour parking: \$5
- For 1-2 hours parking: \$8
- For 2-3 hours parking: \$11
- For 3-4 hours parking: \$13
- For more than 4 hours parking: \$15

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4.2 Variable Pricing (Where Applied)

Not applicable at these car parks

5. Technology & Compliance Systems

5.1 Payment & Monitoring Systems

Cashless, pay-by-plate systems ensure:

- Transparent payment
- Reduced user error
- Improved compliance monitoring

5.2 Licence Plate Recognition (LPR)

Where used, LPR technology enables:

- Accurate monitoring of duration of stay
- Efficient identification of overstays
- Evidence-based enforcement

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5.3 Operational Data

Data collected is depersonalised and commercial-in-confidence, used specifically to:

- Comply with DA conditions
- Validate that traffic and parking impacts remain acceptable
- Monitor and respond to operational requirements

6. Signage & Site Presentation

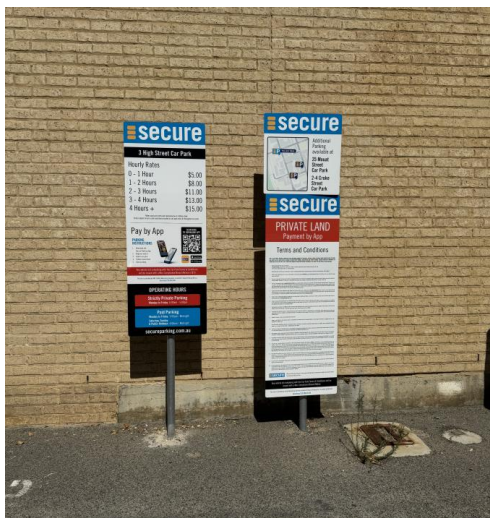
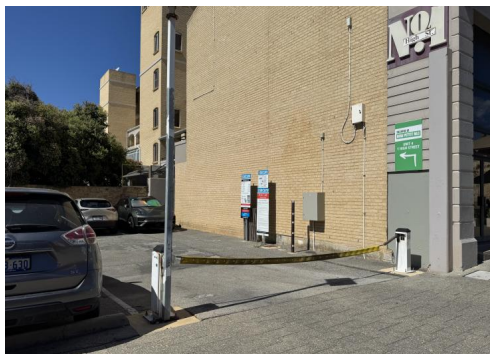
Clear signage is provided to:

- Identify approved operating hours
- State applicable time limits and rates
- Direct vehicles safely

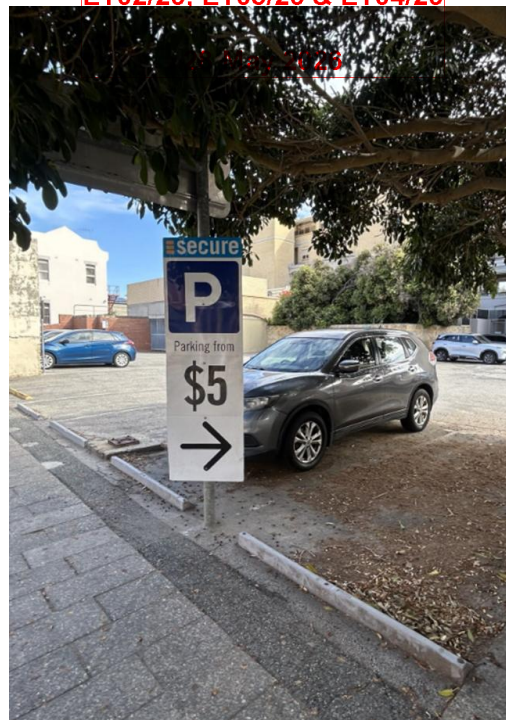
All signage:

- Complies with Australian Standards
- Is kept legible and well-maintained
- Does not create visual clutter or advertising impacts

3 High St



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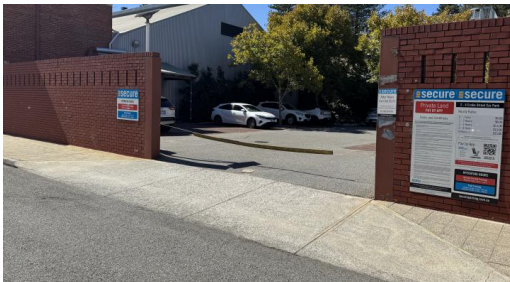


11-25 Mouat St



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22 Marine Terrace



7. Urban Integration & Temporary Treatment

The 3 car parks:

- Maintain a low-impact visual presence
- Avoid permanent structures not approved under the DA
- Allow for efficient future redevelopment or site transition

Temporary activation elements are non-structural and reversible.

8. Day-to-Day Operations

8.1 Operator Responsibilities

The operator is responsible for:

- Daily inspections
- Customer assistance
- System monitoring
- Liaison with Council where required

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8.2 Maintenance Regime

Maintenance of Car Park premises are undertaken by The University of Notre Dame Australia's Campus Facilities and Infrastructure Division to ensure:

- Safety for users
- Ongoing compliance with approval conditions
- No deterioration of amenity over time

9. Monitoring, Reporting & Review

9.1 Reporting to Council

- Not Applicable. All data collected is proprietary, commercial-in-confidence.

9.2 Review Triggers

Operational review is triggered by the following Secure Parking's Standard Operating Processes and Procedures:

- Sustained high occupancy
- Repeated complaints
- Landlord's request

10. Stakeholder Engagement

The operator engages proactively with:

- University of Notre Dame Facility Management
- Adjacent landowners or businesses (if issues arise)

Operational changes can be implemented without altering approval parameters.

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11. Traffic and Access Management

The car park is managed to ensure:

- Prevention of queuing onto the road network
- Minimising unnecessary circulation
- Supporting efficient entry and exit
- Supporting short stay over long stays
- Supporting the City of Fremantle's goals of
- Reducing unnecessary vehicle circulation
- Improving overall transport efficiency

No changes to access arrangements are proposed.

12. Compliance with Previous DA Conditions

Original DA Condition	Requirement	Status	Evidence
Condition 1	This approval relates only to the development as indicated on the approved plans dated 29 February 2024. It does not relate to any other development on this lot and must substantially commence within 4 years from the date of the decision letter.	Compliant	Ongoing operation records
Condition 2	The public car park use hereby approved, shall be limited to the following hours of operation: 5:00PM – 12:00AM Monday to Friday; and 6:00AM – 12:00AM on Saturday, Sunday and Public Holidays	Compliant	System logs / signage
Condition 3	All university staff and otherwise authorised persons that have been issued a valid parking permit to utilise the respective car parks, shall be able to access the car park(s) and park authorised vehicles at all times, with no fee payable.	Compliant	Whitelisted vehicle regos of staff
Condition 4	The Car Parking Management Plan dated 5 April 2024 shall be implemented at all times, for the life of the development.	Compliant	This CPMP + Ongoing operation records
Condition 5	Prior to commencement of the use hereby approved, the applicant is to submit, and have approved to the satisfaction of the City of Fremantle, a detailed parking plan design which complies with the Australian Standard AS/NZS 2890 and AS/NZSC 1428, including parking bays, aisle widths, circulation areas, driveway/s and points of ingress and egress.	Compliant	No physical or material changes and/or alterations to any of the parking bays
Condition 6	All car parking, and vehicle access and circulation areas shall be maintained and available for car parking/loading, and vehicle access and circulation on an ongoing basis to the satisfaction of the City of Fremantle.	Compliant	No physical or material changes to the established access and circulation areas
Condition 7	All storm water discharge from the development hereby approved shall be contained and disposed of on-site unless otherwise approved by the City of Fremantle.	Compliant	No physical or material changes to the established storm water discharge from the premises
Condition 8	The partial change of use to car park hereby approved is to cease operating within two years from the date of this approval.	Compliant	This CPMP is supporting an application to extend operations given all other conditions have been met

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13. Risk Management

Risks are actively managed through:

- Safe layout and signage
- Enforcement of time limits
- Preventative maintenance

14. Forward Commitments During Extension Period

During the extension period, the operator commits to:

- Continued compliance monitoring
- Technology refinement – introduction of ScanToPay capability
- Engagement with Council on any emerging issues

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No increase in intensity or scope of use is proposed.

15. Conclusion – DA Extension Justification

This CPMP demonstrates that:

- The car park remains fully compliant with the original Development Approval
- It continues to operate as a temporary, actively managed facility
- It does not generate unacceptable transport, traffic, or amenity impacts
- It aligns with City of Fremantle policy direction

Accordingly, approval for a 2-year extension is justified.



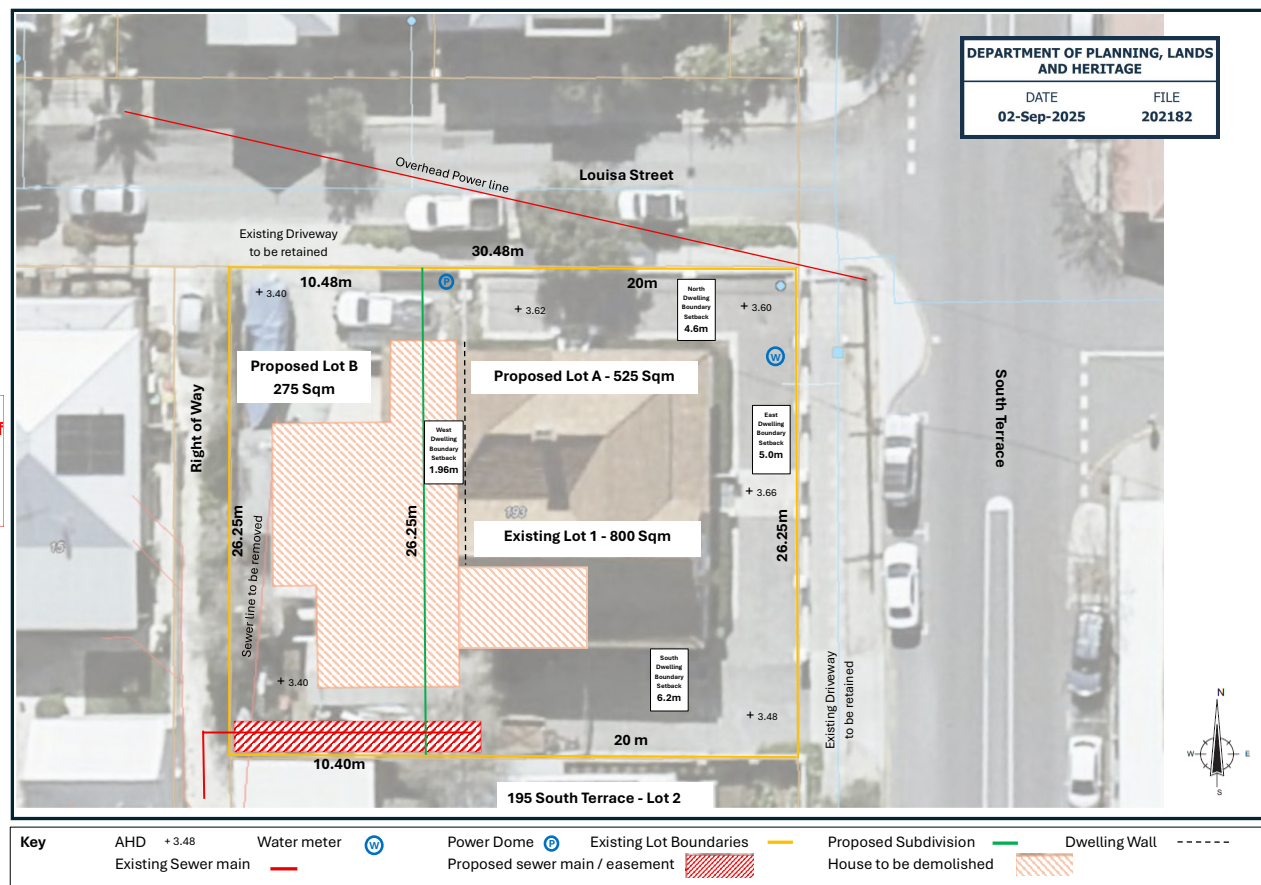
☐ SOUTH TERRACE ELEVATION

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DEVELOPMENT APPLICATION	PROJECT 193 SOUTH TERRACE	ADDRESS	193 South Terrace, South Fremantle	ISSUED: 20/04/2026	DRAWING	PERSPECTIVE VIEW	DRAWING ID F1
		SCALE	1:100	DATE	15/1/26		
		CLIENT	[REDACTED]	DRAWN	[REDACTED]		
			22 Apr 2026				

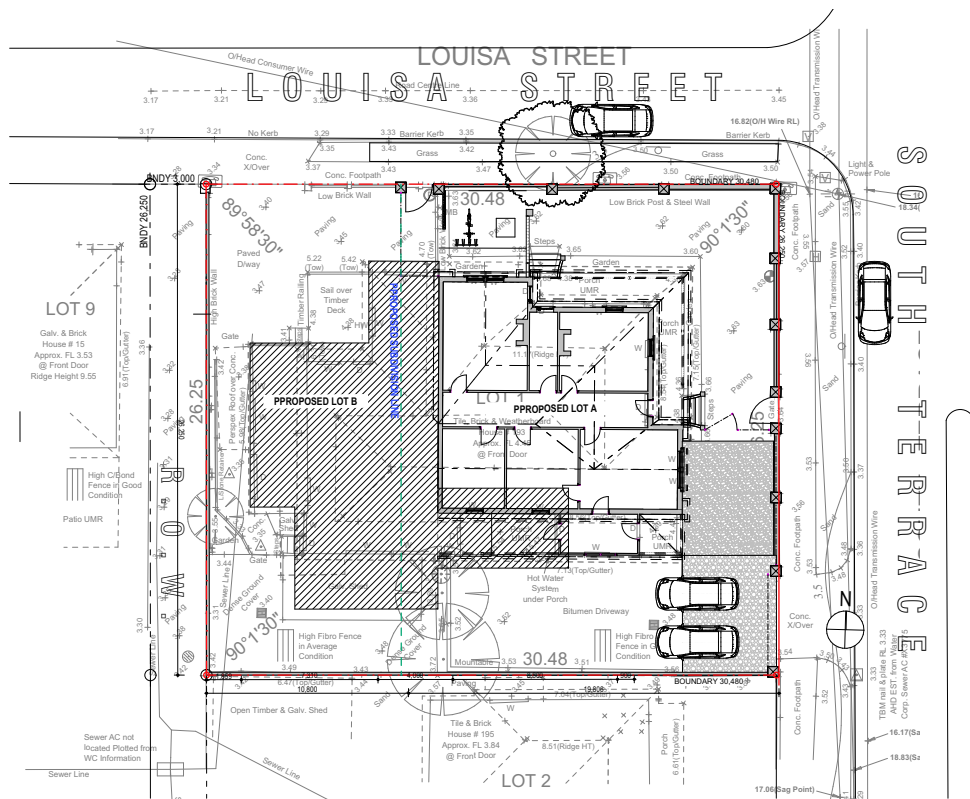
Proposed - 2 Lot Subdivision – 193 South Terrace South Fremantle – Lot 1

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DA0151/26
22 Apr 2026



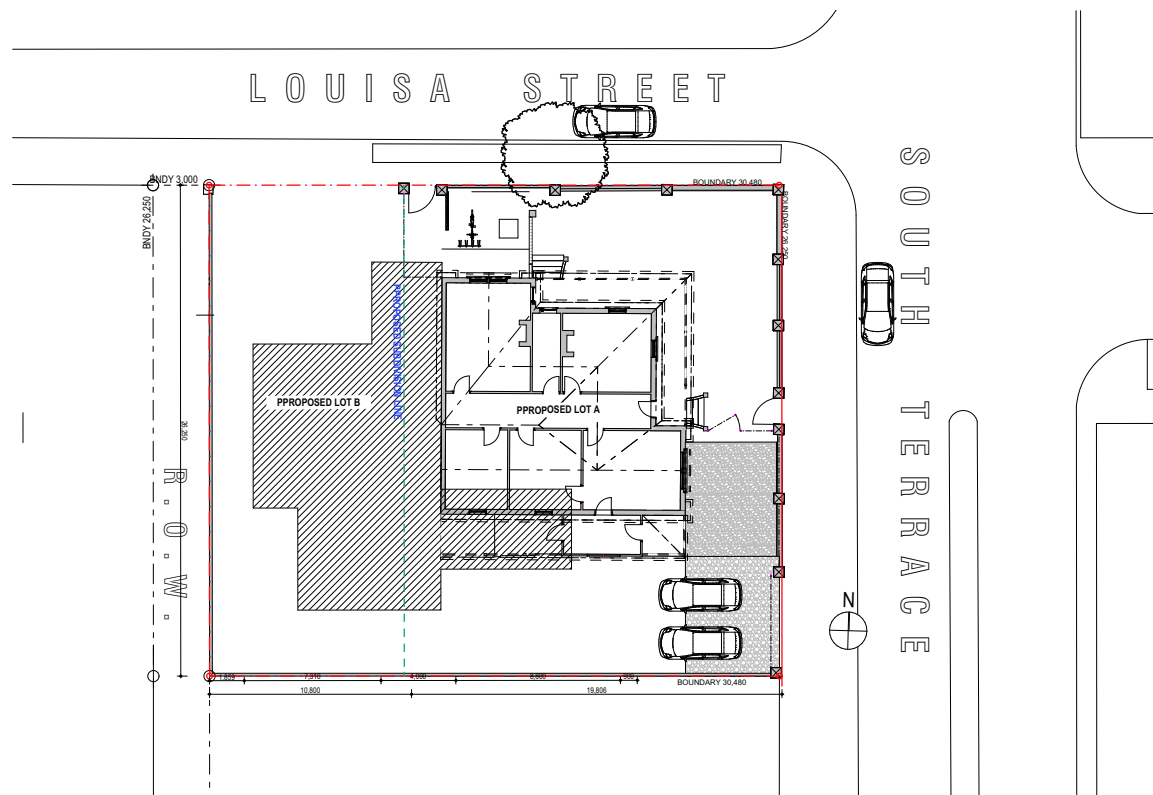
Project	2 Lot Subdivision	Subdivision Plan	Date: 29/08/2021
Address	193 South Terrace South Fremantle 6162	Applicant: [REDACTED]	Scale: 1:200 @ A3
Existing Lot 1	800 sqm	Parent Certificate of Title Vol 1704 Fol 86	Diagram 5310

DEVELOPMENT APPLICATION	PROJECT 193 SOUTH TERRACE	ADDRESS 193 South Terrace, South Fremantle	ISSUED: 20/04/2026	DRAWING SUBDIVISION PLAN	DRAWING ID F2
		CLIENT [REDACTED]	SCALE: 1:200@ A3		
			DRAWN	PROJECT NO.	REV A



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DEVELOPMENT APPLICATION	PROJECT 193 SOUTH TERRACE	ADDRESS 193 South Terrace, South Fremantle	ISSUED: 20/04/2026	DRAWING SITE PLAN		DRAWING ID F3
		CLIENT [REDACTED]	SCALE: 1:200@ A3			
			DRAWN	PROJECT NO.	REV A	



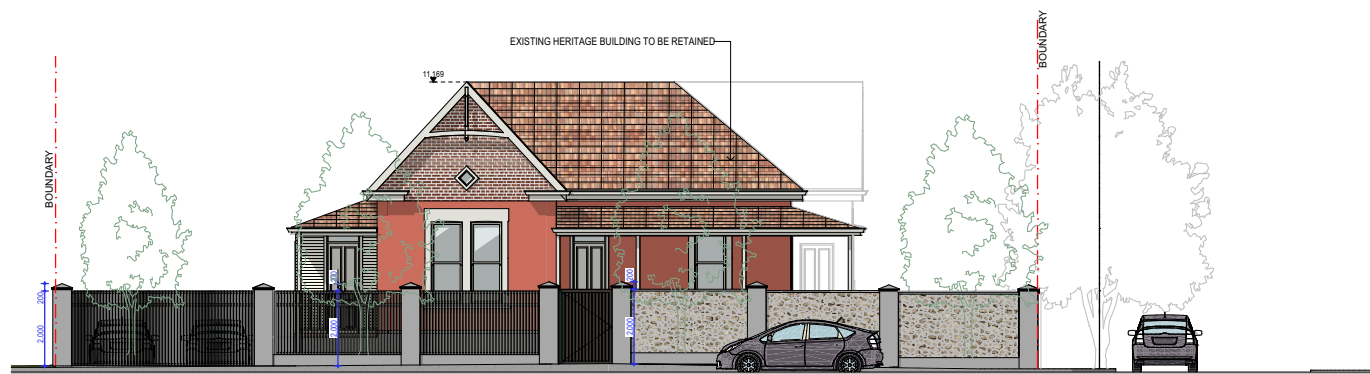
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DA0151/26
22 Apr 2026

DEVELOPMENT APPLICATION	PROJECT 193 SOUTH TERRACE	ADDRESS 193 South Terrace, South Fremantle	ISSUED: 20/04/2026 SCALE: 1:200@ A3	DRAWING SITE PLAN		DRAWING ID F4
				PROJECT NO.	REV A	

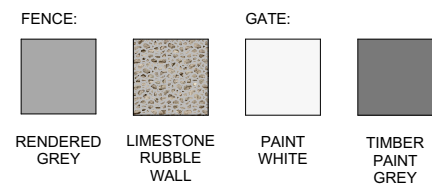
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22 Apr 2026



E SOUTH TERRACE ELEVATION



☐ MATERIAL SELECTION

DEVELOPMENT APPLICATION	PROJECT 193 SOUTH TERRACE	ADDRESS 193 South Terrace, South Fremantle	ISSUED: 20/04/2026	DRAWING SOUTH TERRACE ELEVATIONS	DRAWING ID F5
			SCALE: 1:100@ A3		
		CLIENT	DRAWN	PROJECT NO.	REV A

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22 Apr 2026



FENCE:



RENDERED
GREY

GATE:



LIMESTONE
RUBBLE
WALL



PAINT
WHITE



TIMBER
PAINT
GREY



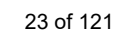
MATERIAL SELECTION

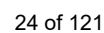
DEVELOPMENT APPLICATION	PROJECT 193 SOUTH TERRACE	ADDRESS 193 South Terrace, South Fremantle	ISSUED: 20/04/2026	DRAWING LOUISA STREET ELEVATION	DRAWING ID F6
			SCALE: 1:100@ A3		
		CLIENT		PROJECT NO.	REV A

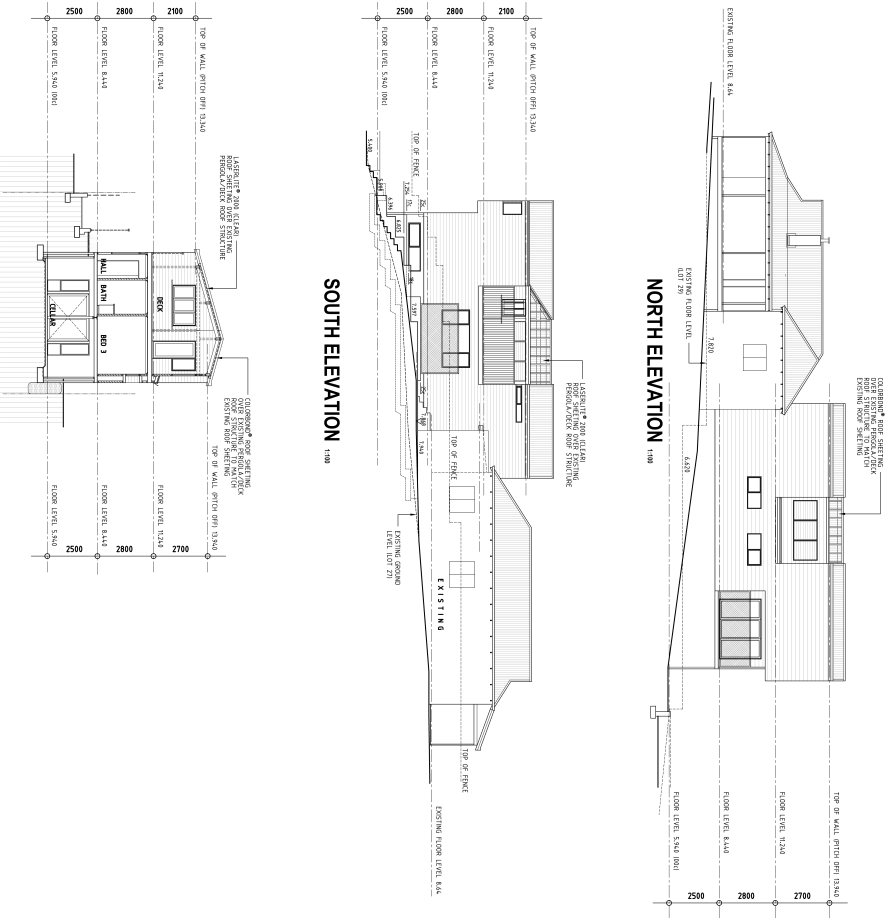


CORNER PERSPECTIVE

DEVELOPMENT APPLICATION	PROJECT 193 SOUTH TERRACE	ADDRESS 193 South Terrace, South Fremantle	CITY OF FREMANTLE These Plans Form Part of		DRAWING PERSPECTIVE VIEW	DRAWING ID F7
			ISSUED: 20/04/2026			
			SCHEMATIC: DA0151/26			
		CLIENT		DRAWN	PROJECT NO.	REV A
			22 Apr 2026			







CITY OF
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These
Revised Plans
Form Part of
DA0164/26
24 June 2026

OLYMPIC DESIGN & DRAFTING				PROJECT:		DRAWN BY: 26/JRC/02
5 MANNING STREET TEL: 081 202 243				WEATHER PROTECTION (ROOF COVER) TO EXISTING PERGOLA/DECK 5 MANNING STREET, FREMANTLE		
DRAWN:	See Encl. 1000	DATE:	APRIL 2016			
SCALE	1:100	SHEET:	2			
						REVISION: 1

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Site Plan

Address: Unit 17 / 5 Knutsford Street, Fremantle WA 6160

Title: Lot 17 on Strata Plan 10405

Scheme: "Harbour View" apartments

Local Authority: City of Fremantle

Street frontage: Knutsford Street

Aerial View 1 (North Point, road names and site boundary & location)



Aerial View 2 (Allocated Parking for Unit 17)





Management Plan

Property Address: 17/5 Knutsford Street, Fremantle WA 6160
Proposed Use: Short-Term Rental Accommodation
Prepared for: Development Application
Prepared by: Ben Osborne
Date: 20 April 2026

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1. Property Manager Contact Details

The nominated Property Manager for the premises is:

Name: Ben Osborne

Phone: [REDACTED]

Email: [REDACTED]

The Property Manager is the landowner and will remain contactable for complaints relating to the operation of the premises. The Property Manager will respond to any complaint regarding nuisance behaviour within **3 hours** of receiving the complaint.

2. Method of Booking and Check-In

Bookings for the property will be accepted through an online booking platform, including Airbnb, and may also be accepted through direct booking arrangements managed by the Property Manager.

Guests will receive booking confirmation, check-in instructions, house rules, parking information, and emergency contact details prior to arrival.

Check-in will occur via **self check-in** using a secure key lockbox, keypad, or smart entry system. Guests will only be provided access details after the booking is confirmed.

All guests must agree to the property house rules as a condition of booking. These rules include requirements relating to noise, behaviour, parking, waste disposal, smoking, pets, and respect for neighbours and common property.

3. Designated On-Site / Visitor Parking

The property includes **one designated on-site parking bay** associated with the apartment.

Guests will be advised prior to arrival of the exact location of the approved parking bay and instructed that they must only park in that designated bay. Guests will be informed that parking in unauthorised bays, visitor bays without approval, common areas, or in a way that obstructs other residents or accessways is not permitted.

If visitor parking exists within the complex, guests will only be permitted to use it where that use is specifically authorised under strata rules or by prior approval.

4. Pets

Pets will not be permitted at the property.

5. Complaint Management Procedures

The property will be operated in a manner intended to minimise nuisance to neighbouring properties and preserve the amenity of the surrounding residential area.

Complaints may be made directly to the Property Manager by phone or email. The Property Manager will acknowledge and respond to nuisance complaints within **3 hours**.

Where a complaint is received, the Property Manager will investigate the matter and take appropriate action, which may include contacting the guest immediately, issuing a direction to cease the behaviour, attending the property if necessary, or terminating the booking where serious or repeated breaches occur.

The complaint management procedure will specifically address the following matters:

- **Violence or threats:** Violent, threatening, abusive, or unlawful behaviour will not be tolerated. Police will be contacted where appropriate and the booking may be terminated immediately.
- **Loud aggressive behaviour:** Yelling, screaming, arguing, or anti-social behaviour will be addressed immediately by contacting guests and requiring the behaviour to stop.
- **Excessively loud noise nuisance:** Guests must comply with strict noise requirements, particularly at night. Parties, events, and gatherings causing unreasonable noise are not permitted.
- **Overlooking:** Guests will be instructed to respect the privacy of neighbours and not engage in conduct that unreasonably overlooks adjoining properties.
- **Light spill:** External lighting will be kept to the minimum necessary for safety and will be managed so as not to unreasonably affect neighbouring properties.
- **Barking dogs:** Pets are generally not permitted. If an exception is approved, any barking or pet-related nuisance will be addressed immediately.
- **Smoke or odours:** Smoking will not be permitted inside the property. Guests must avoid creating smoke or odour impacts that affect neighbouring residents or common property.

Guests who breach house rules may receive a warning, have their stay cancelled, or be refused future bookings.

6. Waste Management Strategies

Appropriate waste management measures will be implemented to ensure the property remains clean, sanitary, and compatible with the surrounding residential setting.

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These measures include:

- providing guests with clear instructions on waste disposal;
- supplying access to general waste and recycling bins;
- requiring guests to place rubbish in the correct bins and not leave waste on balconies, in common areas, or outside the designated bin area;
- ensuring bins are presented and returned in accordance with local collection arrangements and strata requirements;
- carrying out cleaning and bin checks between guest stays; and
- monitoring the property to ensure that litter, odours, and waste accumulation do not occur.

The Property Manager will ensure waste is managed in accordance with City of Fremantle requirements and any applicable strata by-laws.

7. Bushfire Emergency Response Procedures

The property is an apartment located within an urban area of Fremantle. If the site is **not** within a designated bushfire prone area, specific bushfire response procedures are not applicable.

If the property is identified as being within a designated bushfire prone area, guests will be provided with emergency contact information and instructions within the premises, and will be directed to follow all warnings and directions issued by emergency services.

8. General Management Measures

To ensure the premises operates appropriately within its residential setting, the following management measures will apply:

- no parties, functions, or events will be permitted;
- guest numbers will be limited to the approved residential capacity of the apartment;
- guests must comply with all house rules and any applicable strata by-laws;
- guests will be advised to respect neighbouring residents, especially in relation to noise, parking, and common property; and
- the Property Manager will monitor bookings and guest conduct to ensure the premises is managed responsibly.

9. Conclusion

This Management Plan has been prepared in support of the development application for **17/5 Knutsford Street, Fremantle WA 6160**. It outlines the management measures that will be implemented to ensure the short-term rental accommodation operates responsibly, minimises nuisance, and protects the amenity of neighbouring residents.

CODE OF CONDUCT

Short-Term Rental Accommodation

Unit 17 / 5 Knutsford Street, Fremantle WA 6160

This Code of Conduct applies to all occupants and visitors of the property. It is intended to ensure that the apartment is used responsibly and that the amenity, security and quiet enjoyment of other residents within the building are protected.

Property Manager / Owner	Ben Osborne
Daytime & After Hours contact number	
Email address	

1. Occupant and visitor behaviour

Occupants and visitors must behave in a manner that does not unreasonably interfere with the comfort, safety or privacy of other residents.

- Noise must be kept to a reasonable level at all times, particularly in the evening and early morning.
- Music, television and conversations must not be audible at a level that disturbs neighbouring apartments.
- Occupants and visitors must move quietly through entrances, stairwells, lifts, corridors and other common areas.
- Common property must not be obstructed, damaged or used for storage.
- Occupants and visitors must not engage in threatening, abusive, offensive or antisocial behaviour.
- Smoking or vaping is not permitted inside the apartment or in any common area.
- The directions of the Property Manager, strata manager, building manager or emergency services must be followed promptly.

2. Visitors, parties and events

- The apartment may accommodate a maximum of two overnight guests.
- Parties, functions, events and gatherings are strictly prohibited.
- Only registered occupants may stay overnight at the property.
- Visitors must be limited to a reasonable number and must leave the property by 9:00 pm unless otherwise approved in writing by the Property Manager.
- The apartment must not be used for commercial activities, organised events, school-leaver gatherings, hens or bucks events, or any activity likely to cause disturbance.

3. Noise and residential amenity

The property is located within a residential apartment building. Occupants must respect the right of permanent residents to quiet enjoyment of their homes.

- Quiet hours are between 9:00 pm and 8:00 am.
- Balcony use during quiet hours must not create noise that can be heard from neighbouring apartments.
- Doors must not be slammed and occupants must avoid loud conversations in common areas.
- Any complaint received about noise or behaviour must be acted on immediately.

Short-Term Rental Accommodation Code of Conduct

4. Parking and vehicle access

Occupants may use the on-site car bay allocated to the apartment:

- Allocated bay: Number 17
- Vehicles must be parked wholly within the allocated bay.
- Visitor bays, other residents' bays, accessways, loading areas and emergency access points must not be used unless expressly authorised.
- Occupants and visitors must comply with all parking signs, strata by-laws and local parking restrictions.
- Vehicles must not be left idling unnecessarily, and noise from vehicles must be kept to a minimum.

5. Alternative transport

The following transport options are available as alternatives to private vehicle use:

- Bus service to Fremantle Train Station: Catch Bus Route 160, Hampton Rd Before Knutsford St (Stop Number 10693)
- Train service to Perth City: Catch Fremantle Line, Fremantle Stn Platform 1, (Stop Number 99351)
- Taxi and rideshare services operate throughout Fremantle.
- Walking and cycling access is available to central Fremantle and nearby attractions.

6. Waste management

- All rubbish must be placed in the correct bins provided for the complex at the south facing end of the building.
- General waste, recycling and any other waste streams must be separated in accordance with the signage in the bin area.
- Rubbish must not be left in corridors, stairwells, on the balcony, beside bins or anywhere else on common property.
- Large items, hazardous materials and excess waste must not be placed in the communal bin area.
- Bins must not be overfilled and bin lids must be fully closed after use.

7. Pets

Pets are not permitted under any circumstances.

- Bringing a pet onto the property will be treated as a serious breach of this Code of Conduct and the booking conditions.
- The occupant may be required to remove the pet immediately and, depending on the circumstances, the booking may be terminated without refund.
- The occupant will be responsible for any additional cleaning, pest treatment, damage, strata charges or other costs arising from the unauthorized pet.

8. Security and access

- House keys and gate entry codes must not be copied, shared with unauthorized people or left unsecured.
- The apartment entry door and building gates must not be propped open.
- Occupants must ensure the apartment is locked whenever it is unattended.

- Lost keys or gate fob must be reported to the Property Manager immediately.
- Occupants must not allow unknown persons to enter secure areas of the building.

9. Bushfire and emergency procedures

The property is not presently identified as requiring a separate site-specific bushfire response plan. Occupants must nevertheless follow all emergency directions and building evacuation procedures.

- In a life-threatening emergency, call 000.
- Familiarise yourself with the nearest building exit and evacuation route on arrival.
- Do not use lifts during a fire or when directed not to do so.
- Do not obstruct fire doors, exits, extinguishers or other emergency equipment.
- Follow the instructions of emergency services, the strata manager or building management.

10. Other conditions affecting the amenity of the property

- The apartment must not be used for illegal purposes.
- Occupants must comply with the strata by-laws and any lawful directions applying to the building.
- No items may be hung from balconies, placed in common areas or used in a manner that affects the appearance or safety of the building.
- Barbecues, candles, open flames or other fire hazards must not be used except where expressly permitted.
- Damage, maintenance issues, water leaks, security concerns or disputes must be reported to the Property Manager as soon as possible.
- Occupants must leave the property and common areas in a clean and tidy condition.

11. Complaints and breaches

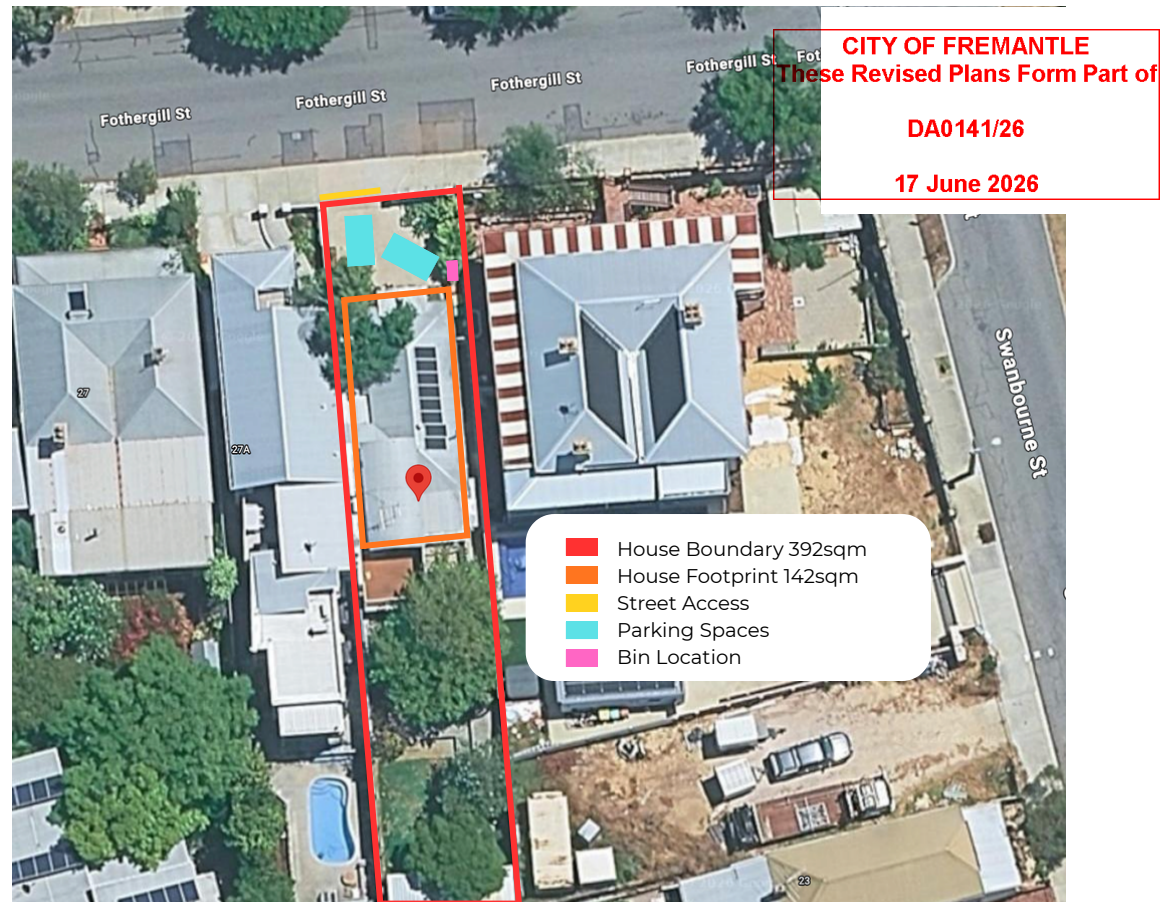
Any complaint or concern should be reported to the Property Manager using the contact details at the beginning of this document. The Property Manager will take reasonable steps to investigate and respond promptly.

A serious or repeated breach of this Code of Conduct may result in the booking being terminated, the occupants being required to leave the property, and the matter being referred to the strata manager, the City of Fremantle or another relevant authority.

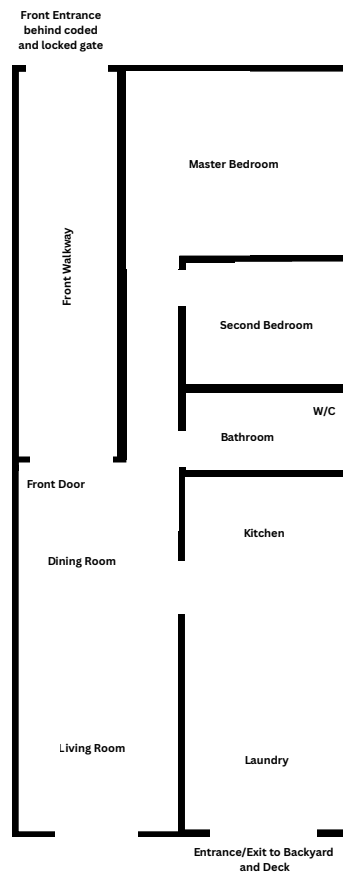
Occupant acknowledgement

By staying at the property, each occupant agrees to comply with this Code of Conduct and accepts responsibility for the behaviour of any visitor they invite to the property.

Lead occupant name	
Signature	
Booking dates	
Date signed	



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17 June 2026

SHORT-TERM RENTAL ACCOMMODATION MANAGEMENT PLAN
Property: 27B Fothergill Street, Fremantle WA 6160

1. Property Management

The property is actively managed to ensure compliance with all applicable requirements and to minimise impact on neighbouring residents.

Primary contact (available 24/7):
Name:
Phone:

Response time: Within 30 minutes where required.

2. Maximum Occupancy

- Maximum of **4 guests** at any time
- Limited strictly to registered booking guests

3. Proven Management History

The property has an established record of responsible operation, including:

- Consistently positive guest reviews
- No history of complaints from neighbouring properties
- Strict enforcement of house rules
- No parties or events permitted at any time

This track record demonstrates the effectiveness of the management approach.

4. Booking Controls

- Minimum stay requirements apply
- Guest identity verification and review checks used where possible

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- No third-party bookings permitted
- Instant booking settings monitored and controlled

5. Guest Behaviour Code

All guests must agree to the following conditions:

- No parties, gatherings, or events
- No excessive noise at any time
- Quiet hours strictly observed between **10:00pm and 7:00am**
- Respect for neighbours and surrounding properties
- No additional guests beyond booking

Failure to comply will result in immediate termination of stay.

6. Noise Management

- Clear house rules displayed prominently within the dwelling
- Guests informed that the property is located in a residential area
- Immediate response to any complaints
- Ongoing monitoring of guest behaviour

7. Parking Management

- **Two on-site parking bays provided**
- Guests instructed to park on-site wherever possible
- No obstruction of neighbouring properties or footpaths
- Compliance with all local parking regulations required

8. Waste Management

- Bins provided and clearly labelled
- Guests instructed on correct waste disposal procedures
- Bins managed in accordance with City collection schedules
- Property cleaned and maintained between stays

9. Security Measures

- Secure access to the property (keypad or lock system)
- External lighting for safety and visibility
- No disturbance to neighbouring properties

10. Complaint Resolution

- 24/7 local contact available
- Complaints responded to within 30–60 minutes
- Immediate action taken where required
- Repeated breaches result in guest removal and booking cancellation

11. Compliance

The property will comply with:

- City of Fremantle Local Planning Policy 2.27
- WA Short-Term Rental Accommodation Register requirements
- All relevant local laws and regulations

12. Ongoing Review

Management practices will be reviewed regularly to ensure continued compliance and minimal neighbourhood impact.

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OCCUPANT CODE OF CONDUCT

Unhosted Short-Term Rental Accommodation

27B Fothergill Street, Fremantle WA 6160

Property: 27B Fothergill Street, Fremantle WA 6160

STRA Registration Number: STRA6160YPXHP8J8

Maximum Occupancy: 4 Guests

1. PURPOSE

This Code of Conduct forms part of the conditions of occupation for all guests and visitors staying at 27B Fothergill Street, Fremantle.

The property is located within an established residential neighbourhood. Guests are expected to behave respectfully and responsibly at all times to ensure neighbouring residents are not adversely affected by their stay.

Compliance with this Code of Conduct is a condition of booking and occupancy.

Failure to comply may result in immediate termination of the booking without refund.

2. PROPERTY MANAGER CONTACT DETAILS

The Property Manager is available to respond to concerns or emergencies relating to the property.

Property Manager: [Insert Name]

Phone: [Insert Mobile Number]

Email: [Insert Email Address]

After-Hours Contact: [Insert Number]

The Property Manager will respond to complaints or nuisance behaviour as soon as practicable and no later than 12 hours following notification.

3. MAXIMUM OCCUPANCY

The maximum permitted occupancy of the property is:

6 guests

Only guests included within the booking are permitted to stay overnight.

Additional overnight guests are not permitted without prior written approval from the Property Manager.

4. VISITORS

Visitors are permitted only where they do not adversely affect neighbouring residents.

Visitors must:

- Comply with this Code of Conduct.
- Leave the property by 10:00pm.
- Not create noise, disturbance or nuisance.

The Property Manager may restrict or prohibit visitors where necessary to protect residential amenity.

5. PARTIES, FUNCTIONS AND EVENTS

Parties, functions, celebrations, gatherings and events are strictly prohibited.

This includes:

- Birthday parties

- Bucks or hens events
- Weddings
- Engagement parties
- Large social gatherings
- Commercial events
- Any gathering that creates excessive noise or disturbance

Guests must not advertise, organise or host events at the property.

Any breach may result in immediate cancellation of the booking and removal from the property.

6. RESPECT FOR NEIGHBOURS

Guests must recognise that neighbouring properties are occupied by permanent residents.

Guests must:

- Respect neighbours' privacy.
- Avoid excessive noise.
- Avoid loud conversations outdoors.
- Keep music and television volumes at reasonable levels.
- Behave courteously when arriving and departing.
- Supervise children appropriately.

Offensive, aggressive or anti-social behaviour will not be tolerated.

7. NOISE MANAGEMENT

Quiet enjoyment of neighbouring properties must be maintained at all times.

Particular care must be taken between:

10:00pm and 7:00am

During these hours guests must:

- Avoid outdoor gatherings.
- Keep voices low.
- Keep doors and windows closed where practical.

- Minimise noise from vehicles.
- Avoid slamming doors or gates.

Excessive noise is not permitted at any time.

8. NUISANCE BEHAVIOUR

The following behaviours are prohibited:

- Violence or threats
- Loud aggressive behaviour
- Yelling, screaming or arguing
- Excessively loud music or entertainment
- Harassment of neighbours
- Offensive language directed toward residents
- Anti-social behaviour
- Property damage

Any conduct creating a nuisance to neighbours may result in termination of the booking.

9. PARKING REQUIREMENTS

The property provides:

Two (2) designated on-site parking bays within the driveway

Guests must:

- Use on-site parking wherever possible.
- Not obstruct footpaths.
- Not obstruct neighbouring driveways.
- Not park on verges unless permitted by local laws.
- Comply with all City of Fremantle parking restrictions.

Caravans, trailers, boats and large commercial vehicles are not permitted without prior approval.

10. TRANSPORT OPTIONS

Guests are encouraged to utilise alternative transport options while visiting Fremantle.

Nearby options include:

- Fremantle Train Station
- Transperth bus services
- Rideshare services (Uber, DiDi and taxis)
- Walking and cycling paths throughout Fremantle

Information regarding public transport services is available through Transperth.

11. WASTE MANAGEMENT

Guests are required to manage waste responsibly.

Guests must:

- Place rubbish in the correct bins.
- Separate recyclables where appropriate.
- Ensure bin lids remain closed.
- Not leave rubbish outside the bins.
- Prevent litter from escaping into surrounding properties or streets.

Bin collection information is displayed within the property.

Additional rubbish generated during a stay must be securely stored until collection day.

12. PETS

Pets are Permitted subject to approval.

If pets are permitted:

- Guests must clean up after pets immediately.
- Pets must not cause noise nuisance.
- Pets must not be left unattended at the property.

- Any damage caused by pets must be reported immediately.
-

13. SMOKE, ODOURS AND AIR QUALITY

Guests must take reasonable steps to ensure smoke and odours do not affect neighbouring properties.

Guests must:

- Comply with all smoking restrictions.
 - Dispose of cigarette butts safely.
 - Avoid activities generating excessive smoke or odours.
-

14. LIGHTING AND PRIVACY

Guests must respect the privacy of neighbouring residents.

Guests must:

- Avoid directing bright lighting toward neighbouring properties.
 - Not intentionally overlook neighbouring private outdoor spaces.
 - Use external lighting responsibly.
-

15. PROPERTY SECURITY

Guests are responsible for securing the property.

Guests must:

- Lock doors and windows when leaving.
- Secure personal belongings.
- Report any security concerns immediately.

Access codes and keys must not be shared with unauthorised persons.

16. EMERGENCIES

In an emergency:

- Dial 000 for Police, Fire or Ambulance.
- Contact the Property Manager as soon as possible.

Emergency contact information is displayed within the dwelling.

17. COMPLAINTS

If a complaint is received regarding guest behaviour, the Property Manager may:

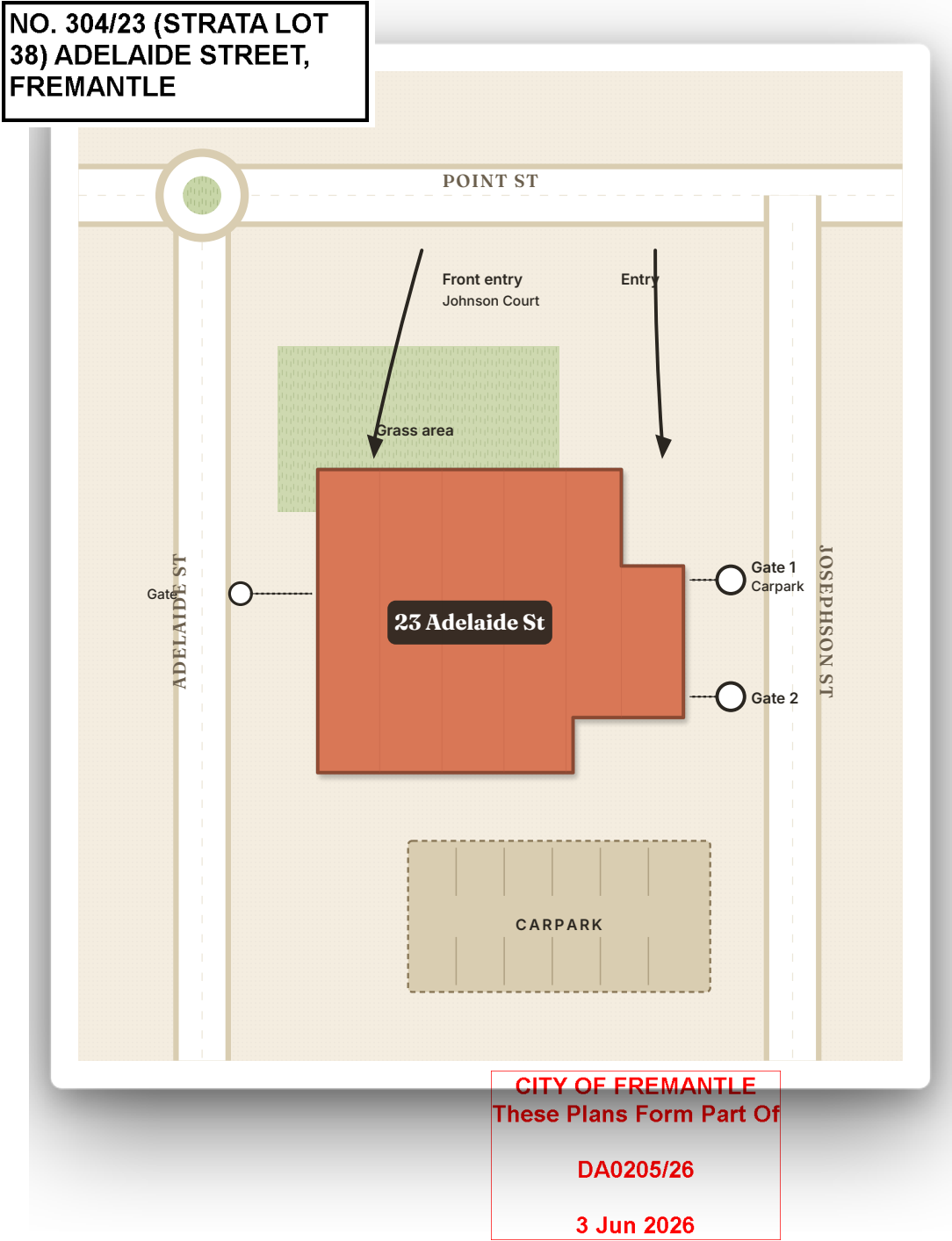
- Contact guests immediately.
- Require behaviour to cease.
- Attend the property.
- Require visitors to leave.
- Terminate the booking.

Repeated or serious breaches may result in immediate eviction.

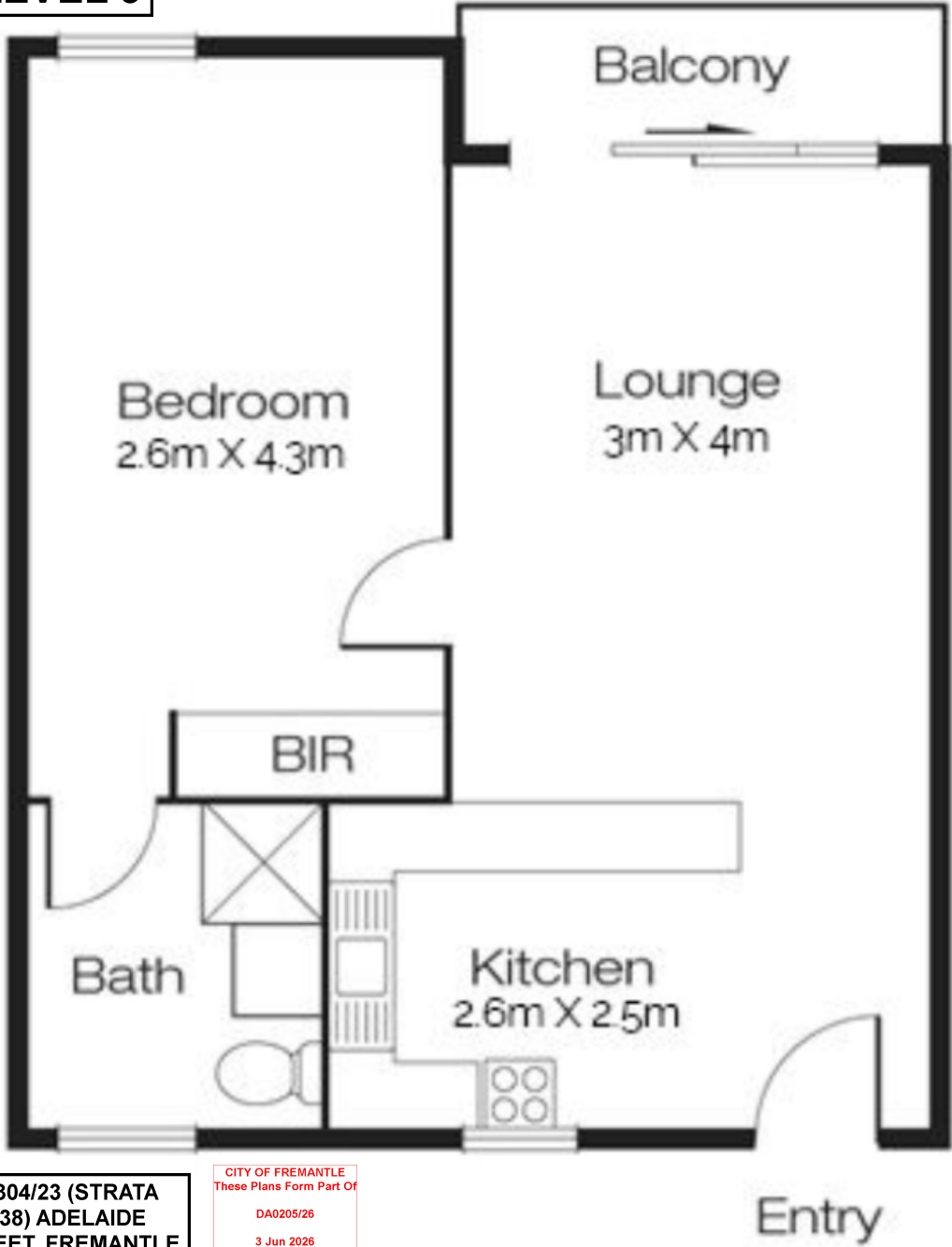
18. ACKNOWLEDGEMENT

By occupying the property, guests acknowledge that they have read, understood and agree to comply with this Code of Conduct.

The purpose of these requirements is to ensure the property operates responsibly and maintains the amenity, character and residential enjoyment of the surrounding Fremantle neighbourhood.



LEVEL 3



NO. 304/23 (STRATA
LOT 38) ADELAIDE
STREET, FREMANTLE

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These Plans Form Part Of
DA0205/26
3 Jun 2026

HaptiQ Stays

Short-Term Stay Management Plan

Property Details

Property Address: 304/23 Adelaide St, Fremantle
Property Owner: Anita Carr
Short-Term Stay Name (if applicable): HaptiQ Stays

Property Manager Contact Details

Property Manager Name: Anita Carr
Role:

Phone:
Email:

After-hours contact number:

The Property Manager will respond to nuisance complaints within **12 hours**, as required by local policy.

Booking and Check-In Method

Booking platforms used:

- ☐ Airbnb
- ☐ Booking.com
- ☐ Direct booking website

Booking process:

Guests must agree to the property's **Code of Conduct** and house rules before confirmation.

Check-in method:

- ☐ Smart lock

Check-in time: 2pm
Check-out time: 10am

Code of Conduct Acknowledgement & Enforcement of Rules

Guests must agree to all rules before booking.

Guests who fail to comply with the Code of Conduct & building rules may face:

- Immediate warning from the host or property manager
- Termination of the booking
- Removal from the property if behaviour continues
- Possible additional fees or penalties under booking terms

Parking

Number of **designated on-site parking bays**: 1

Location of parking: Off Point St

Guest parking instructions:

Guests can enter carpark via Gate 1 or 2 using fob which will need to be collected from inside the unit. Guests can park only in any parking bays. Only 1 car is allowed in the designated parking area. Street parking should follow all local regulations.

Pet Policy

Pets are:

☐ Not permitted

Security Measures

- Security Flyscreen Door
- Smart lock entry

Number of keys issued to guests at any time: 1

Number of access fobs issued: 1

The owner confirms:

- Building **master keys will not be copied**
- Lost keys or access fobs will be **reported immediately**
- Replacement costs for lost keys/fobs will be **borne by the owner**
- Spare keys and fobs will be **retained by the owner for emergency access**

Complaint Management Procedures

The Manager or responsible person will be available **24 hours per day, 7 days per week** to respond to any issues related to the short-term stay.

Possible complaints may include:

- Violence or threats
- Loud aggressive behaviour (yelling, arguing etc.)
- Excessive noise
- Overlooking / privacy issues
- Smoke or strong odours

Procedure

1. Complaints will receive a response within **2 hours**.
2. Guests must comply with instructions to reduce nuisance.
3. Repeated breaches may result in termination of the stay and manager will be on site within 2 hours.
4. If necessary, security or authorities may be contacted.

Waste Management

Guests will be instructed to:

- Use the correct waste and recycling bins inside unit and in common waste disposal area
- Not leave rubbish in hallways or shared areas

Bin locations: Rear of building next to laundromat and Gate 1 parking area

Guest Code of Conduct

This Code of Conduct will be provided to all guests before their stay.

Property Manager Contact

For any concerns during your stay:

Property Manager: Anita Carr

Phone:

Email:

Emergency / after-hours contact:

Noise & Behaviour

Guests must behave respectfully toward neighbours.

The following behaviours are not permitted:

- No excessive noise at any time or amplified music audible outside the unit
- Yelling, arguing or aggressive behaviour
- Parties or large gatherings
- Disturbing neighbouring properties
- Loitering in hallways or lobby areas

Quiet hours: 10:00 PM – 7:00 AM

*If guests breach these rules the stay may be terminated immediately.

Parties and Events

Parties and events including Hens or Bucks nights are **not permitted**

Maximum number of guests on the property: 4

Smoking Policy

- **No smoking inside the apartment**
- Smoking is **not permitted on common property**

Parking Rules

Maximum **1 vehicle** permitted for the property at any time.

Guests must park only in the designated parking areas provided.

Parking locations: Off Point Street. Gate 1 or 2

Street parking must comply with all local regulations.

Visitors

Visitors must:

- Be approved by the host
- Follow all code of conduct rules
- Not exceed the maximum occupancy limits

Transport Options

Nearby transport options include:

- Bus stops:
- Train station:
- Taxi / rideshare services:

Guests are encouraged to use public transport where possible.

Waste Disposal

Guests must:

- Separate recycling from general waste
- Use the correct bins
- Place rubbish in common rubbish disposal area bins

Bin locations: Rear of building next to laundromat and Gate 1 parking area

Pets

Pets are:

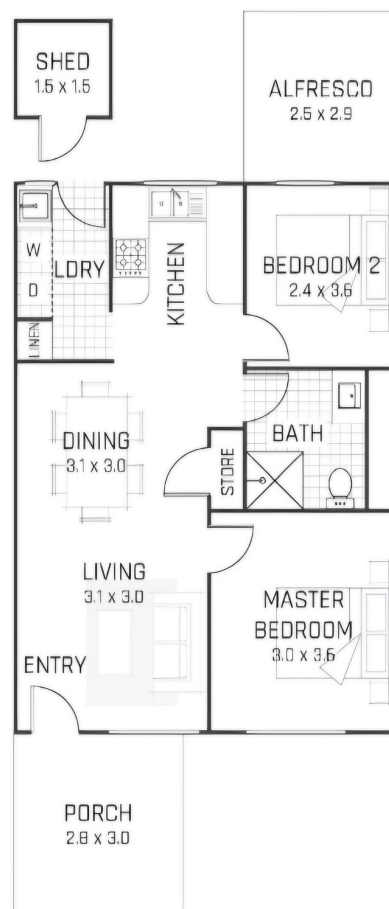
- ☐ Not permitted

Enforcement of Rules & Code of Conduct

Guests who fail to comply with the Code of Conduct or building rules may face:

- Immediate warning from the host or property manager
- Termination of the booking
- Removal from the property if behaviour continues
- Possible additional fees or penalties under booking terms



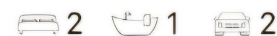


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3 June 2026

8/105 Edmund Street, Fremantle



All measurements, scale, surfaces and elements of this plan are approximate and are provided for illustrative purposes only and should be verified on site. No consideration is made for wall thickness nor eaves on this plan.

www.diopik.com.au

Area Sizes approx.

1. Residence 60m²
2. Porch, Parking 40m²*
3. Courtyard 18m²*

*Exclusive use.



**MANAGEMENT PLAN
FOR
SHORT TERM ACCOMMODATION**

**CITY OF FREMANTLE
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DA0204/26

3 June 2026

Property Address

Unit 8/105 Edmund Street, Fremantle, WA, 6160

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1. Cover Page
2. Contents Page
3. Background, Opportunities & Overview
4. Objectives of Management Plan
5. Booking Requirements
6. Guest screening procedures
7. Check-in and Check-out procedure
8. Mitigation, Noise Management & complaints procedure
9. Use & Maintenance
- 10.Safety
- 11.Hygiene, Comfort & Waste management
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14. Pets
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3. BACKGROUND, OPPORTUNITIES & OVERVIEW

SmartStayWA intends on becoming the Exclusive Managing Agent for the property located at 8/105 Edmund Street, Fremantle, WA, 6160.

The property hosts a maximum of (4) guests and is a (2) bedroom, (1) bathroom villa with (2) parking bays at the entrance to the unit, with no parking permit required. The bedding configuration will be (2 Queen Beds).

The property is conveniently located just (190m) from its closest high frequency bus stop at (South St Before Edmund St Stop).

Property is a 15 minute walk or 5 minute drive to the South Fremantle café strip, with a variety of gourmet cafes and novelty stores. It is a 20 minute walk or 10 minute drive into the heart of Fremantle, where you can find popular attractions such as the Fremantle Markets, High Street Mall and much more. The closest beach is South Fremantle Dog Beach or South Beach which are a 25 minute walk or 7 minute drive/cycle away. You can find Coles Hilton, Gilberts Fresh Produce, Woolworth South Fremantle or Aldi South Fremantle all a 5 minute drive away, offering convenient shopping locations. Fremantle train station is easily reachable via a 10 minute drive or via bus.

SmartStayWA is located at 201 South St, Beaconsfield WA 6162 and is a 2 minute drive from the property.

For simple contact and availability of the hosts, [REDACTED] are the directors of the company, please see below the relevant contact details:

[REDACTED]

[REDACTED]

[REDACTED] live together in Southern River which is a 30 minute drive from the property. Additionally, SmartStayWA engages cleaning and housekeeping personnel who are located closer to and around the Perth metropolitan area.

Our contact details are made available to all guests for properties under our management and are available online for anyone to access in the rare cases of an emergency. We are contactable 24/7 and able to attend to properties in person within 30 minutes for any emergencies.

Short term accommodation is a unique experience, and the guiding principles of our Code of Conduct are to treat this property as your own home, respect your Neighbours & leave it as you found it.

Part of our management procedures and guest handbooks include providing local recommended tips for nearby shops, restaurants, cafes, restaurants, entertainment, attractions and much more. This local spending allows local businesses in the council area to thrive and expand their operations.

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4. OBJECTIVES OF MANAGEMENT PLAN

To clearly outline and demonstrate the professional management procedures implemented by SmartStayWA to ensure the smooth operational management of the subject property while mitigating perceived disruptions to the local amenity & surrounding areas.

5. BOOKING REQUIREMENTS

We anticipate approximately one to two bookings per week and our average trip length is 4-6 nights. This is based on the average performance of our listings in our portfolio.

We specify a mandatory minimum stay length of two nights as we find this significantly deters any unwanted targeting for parties or gatherings. We also do not make same day bookings to occur from opportunistic and likely undesirable guests.

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6. GUEST SCREENING PROCEDURES

When a guest requests or books a stay at this property, we can view or determine whether the guest's profile includes their required verification steps:

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- Contact details including full name (s), phone number & e-mail address
- Acceptance of our stipulated house rules
- Confirmed payment
- Profile photo (if set)
- Government issued ID (such as driver's license or passport)
- Written reviews/ recommendations from other hosts
- Their overall star rating which can be categorised for items such as observance of house rules, cleanliness and communication
- Total number of guests & location based
- Their reason for visiting Perth and booking the property

We can then further screen the potential guest by cross-referencing linked social media accounts, obtaining names of all guests, requiring government issued ID that all guests are required to submit upon successful booking confirmation.

We have set a "pre-booking questionnaire" requesting applicable responses in relation to the above.

Once we have carried out a thorough check of the prospective guest, we then have a right to refuse, accept or cancel the reservation. Prior or after acceptance of the booking, we also send our "party screening" message which essentially reiterates our stance on no parties to be hosted at the premises and encourages guests to cancel their booking if that is their intent.

Our set of house rules are displayed both on the online listing and in our comprehensive digital guest handbook sent to the guest prior to their arrival. We can add additional house rules to suit the property, location, neighbourhood, or landlord's desires.

We intend to list the property on Airbnb, Booking.com, Homeaway (VRBO) and our personal website SmartStayWA. The Airbnb platform offers a "professional host" support and \$1m USD host guarantee & \$1m USD host protection insurance underwritten by Lloyd's of London. Once a guest is confirmed, our direct phone numbers are automatically exchanged for any further communication required. For other platforms, we deduct a \$300 security deposit from each guest. We privately message our guests before, during and after their stays and all the correspondence is saved for our own records.

7. CHECK IN AND CHECK OUT PROCEDURES

Check-in is from 3:00pm until late, this is because guests can arrive off long haul flights late at night or arrive after work as they have travelled by car from the country. We always obtain the arrival time of our guests from them.

The property includes detailed visual and written easy check-in instructions and guests find them extremely easy to follow and do not cause any disruption in checking in or out of our properties. Check-out is at 10am or earlier on their departure date.

A secure lockbox has been installed next to the front door with keys inside. The code will be supplied to guests by the management team prior to arrival.

We also offer a 'meet & greet' service and like to find out when their estimated time of arrival will be and may offer to meet the guest from time to time to welcome them to the property if required. Our check-in instructions are issued to guests three (3) days prior to their arrival and are issued through the Booking Platforms for safety & security.

The guests will be issued with detailed check-in instructions to guide them through the whole process, they will receive a photo of the property they are staying at, how to access the lockbox, how to access the front door, a photo of their parking spot and where the council bins are located.

8. MITIGATION, NOISE MANAGEMENT & COMPLAINTS PROCEDURE

We are contactable 24/7 and our phone numbers and e-mail addresses are provided to our guests upon confirmation of booking and are also advertised in the property for easy access. We are more than happy to provide these contact details to nearby neighbours for us to be even more effective in managing our properties.

In our online listings, which the guest(s) must agree to before booking with us and the also included in the guest handbook, we have extensively listed our house rules in respect to the property and other nearby residents of the surrounding area & amenity.

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Priority is given to the adherence of our noise and parking policy. If guests fail to adhere to our house rules, they will be at risk of having their booking cancelled immediately. We, police, security, rangers, or other engaged professionals may attend in person to have the guest/s removed, lockbox code and door lock/s may also be required to be changed depending on the circumstances.

If we receive any complaints about guests, they will be dealt with immediately upon receipt of said complaint. We will contact the guests informing them of the situation and any breach of house rules and based on severity of the breach then the reservation may be terminated.

Guests and visitors must not create noise which is offensive and excessive to occupiers of neighbouring properties especially between 10pm and 7am Monday to Saturday and 10pm – 9am on Sunday and public holidays, during arrival, and during departure, and at any time throughout the occupancy.

Offensive and excessive noise is prohibited and may result in termination of permission to occupy the property, eviction, and extra charges for damage, security, and other expenses, which may be deducted under the terms and conditions.

Guests and visitors must not engage in any anti- social behaviour and must minimize their impact upon the residential amenity of neighbours and local community.

Professionals and/or police may be engaged to attend during & after normal business hours to minimise disruptions to neighbours. Any complainant will be kept informed throughout the process and will be encouraged to provide evidence to support the cause of us taking swift action. From receipt of a complaint, it is extremely rare for an issue to extend beyond just a few minutes, and we aim to resolve all issues within 30 minutes – 1 hour total.

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9. USE AND MAINTENANCE

The owners of the property can be provided with real-time access of the bookings calendar and may regularly schedule maintenance works in between guests stays to ensure the property is kept up to our property and guest's expectations. Property maintenance is regularly reported and resolved swiftly either during or after guest's stays depending on the severity so that the appearance of the property meets or exceeds the standard of neighbouring properties. We also will be in communication with the STRATA Manager about any maintenance work that need to be done in the building.

10. SAFETY

The building is STRATA managed and is up to date on its safety checks. It includes compliant smoke alarms and safety checks are organised from time to time to ensure the property is compliant and safe. In our detailed guest handbook, guests are provided with the contact details for the local police station, hospitals & fire station and that our emergency contact number is '000'.

11. HYGIENE, COMFORT AND WASTE MANAGEMENT

General waste (red lid), recycling (yellow lid) and garden organics/ compostables (green lid) are to be disposed in accordance with the local council policies & procedures and in the correct allocated bins.

Any excess rubbish must not be left in sight of a public area and is removed by housekeeping. Guests are notified & reminded to place all rubbish & recycling in the allocated bins at the property. The cleaning & housekeeping team are also asked to attend and assist with rubbish disposal at checkout and if the property is vacant.

Bin location & contents are monitored by housekeeping at each check-out, and we may gather photo/evidence of this so we can effectively & efficiently maintain the bins both inside the property and to mitigate risk of problems.

The property includes a fully functional kitchen with fridge and pantry for food storage and there has never been problems with vermin or pests – if this changes then we can send professional pest control companies to rectify this swiftly and implement measures to prevent occurrence in future.

The linen and towels are removed off-site following each check out clean and provided to a professional commercial laundering service to wash, dry and return to our storage facility upon completion.

Exhaust fans & air conditioning/heating appliances and regularly checked by the housekeeping teams and repaired or replaced if required, guests are also encouraged to report maintenance to us immediately upon discovery so that swift resolution can be made.

A washing machine and dryer will be provided for guest convenience to use during their stay to wash and dry their clothes as required.

12. CAR PARKING

The property comes with two car bays inside the property area which the guest will be given clear instructions to at the front of unit 8. There is also free street parking allowed on Edmund Street for any additional guests, however as the property allows a maximum of 4 guests, the two allocated car bays should suffice for parking requirements. There is to be no parking in the visitor car bays onsite (marked at end of driveway) as these are for permanent residents only.

Further, we provide details for ride share companies such as Uber and Ola. We also promote our local taxi companies.

13. BUSHFIRE MANAGEMENT PLAN

A Bushfire Management Plan is not applicable in this case as the area does not fall under the designated Bush fire prone area.

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14. PETS

Pets will not be permitted at the property.

15. SUMMARY

Short stay accommodation is not subject to the same stringent rules of the Residential Tenancy Act 1987 in favour of a tenant and their rights to occupy a premise and therefore we have significant power to be able to manage any potential antisocial behaviour.

We are financial members of ASTRA (Australian Short-Term Rental Accommodation Association) and have adopted their comprehensive National Code of Conduct. You can always be assured of our best intentions and respect of the public amenity and neighbourhood.

We kindly request your favourable consideration of our application to change the use of the property to approved short term accommodation and trust that our professional management is thoroughly demonstrated along with our commitment to maintaining and increasing the appeal and amenity of the surrounding area.

Please reach out to me at the contact details below should you seek any further clarity or additional information relating to the management of the property.

Kind Regards,



SmartStayWA



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Short-Term Accommodation Code of Conduct Plan

Submitted as part of the Council Application for Short-Term Rental Use

Address: Unit 8/105 Edmund Street, Fremantle, WA, 6160

1. Purpose

- This Code of Conduct outlines the standards of behaviour expected from all guests staying at the property and the responsibilities of the managing agent.
- The objective is to ensure the short-term accommodation integrates harmoniously within the local residential area, maintaining the amenity, safety, and character of the surrounding neighbourhood.

2. Guest Responsibilities

- All guests must agree to the following conditions prior to booking and again upon check-in via digital or printed house rules:
 - a) Noise and Disturbance
 - No excessive noise is permitted at any time.
 - Strict quiet hours are in place between 9:00 PM and 7:00 AM.
 - Guests must not engage in loud talking, music, or disruptive behaviour in outdoor areas during quiet hours.
 - b) Parties and Gatherings
 - Parties, events, or unauthorised gatherings are strictly prohibited.
 - Only registered guests are permitted on the premises after 7:00 PM.
 - c) Respect for Neighbours
 - Guests must behave respectfully and courteously towards neighbouring residents at all times.
 - No loitering, littering, or trespassing on adjacent properties.
 - Guests must follow all parking rules and avoid obstructing driveways, verges, or shared accessways.
 - d) Parking and Access
 - Vehicles must be parked only in the designated on-site parking areas at the front of unit 8 or on free street parking
 - No parking on lawns, footpaths, neighbour driveways or in the visitor parking bays at end of driveway
 - e) Waste Disposal
 - Guests are instructed on proper use of general, recycling, and organic bins.

- Bin collection days and sorting instructions are clearly provided in an automated welcome message and on a fridge magnet inside the property.
- Our team will organise the bins in and out for collection days.
- f) Property Use
 - The property is to be used for residential purposes only.
 - Maximum occupancy limits must be strictly observed at all times.
 - Smoking indoors is strictly prohibited. Outdoors in back area is ok.
 - Pets are not permitted at the property

3. Managing Agent/Owner Responsibilities

- a) Neighbour Communication
 - All adjoining neighbours will be provided with a 24/7 contact number for the managing agent or property owner.
 - Neighbours are encouraged to report any disturbances or concerns directly to management.
- b) Incident Response Protocol
 - Any complaints received from neighbours or authorities will be addressed within 1 hour.
 - In cases of non-compliance, guests will be immediately contacted and instructed to rectify the behaviour.
 - For serious or repeated breaches, guests may be asked to vacate the property immediately.
- c) Monitoring and Enforcement
 - Booking platforms used will include identity verification and a review system.
 - Guests with poor reviews or suspicious booking patterns will not be accepted.
 - A log will be maintained of all incidents, complaints, and the actions taken in response.
- d) Signage and Information
 - House rules and emergency contact details will be clearly displayed within the property.
 - Guests will also receive a digital guidebook prior to arrival.

4. Commitment to Ongoing Compliance

- The management team will routinely review and update the Code of Conduct to ensure it aligns with the latest council policies and community standards.
- Feedback from neighbours and guests will be used to inform improvements to the property's operation.

5. Contact Details for Property Managers

- SmartStayWA is located at 201 South St, Beaconsfield WA 6162 and is a 2 minute drive from the property.
- For simple contact and availability of the hosts, [REDACTED] and [REDACTED] [REDACTED] are the directors of the company, please see below the relevant contact details:
 - [REDACTED]
 - [REDACTED]
 - [REDACTED] live together in Southern River which is a 30 minute drive from the property.

6. Public Transport information

- The property is conveniently located just (190m) from its closest high frequency bus stop at (South St Before Edmund St Stop).
- The property is located a 7 minute drive to Fremantle train station

7. Bushfire Emergency Response

- A Bushfire Management Plan is not applicable in this case as the area does not fall under the designated Bush fire prone area.

Prepared by:

[REDACTED]

5/20/26, 10:33 AM

5 Suffolk Street, Fremantle, WA 6160 - realestate.com.au



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MANAGEMENT PLAN
FOR
SHORT-TERM ACCOMMODATION

5 Suffolk Street

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Fremantle

DA0192/26

WA 6162

22 May 2026

03/03/2026

Hype Accommodation Management



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1. INTRODUCTION

This Short-Term Accommodation Management Plan seeks to manage 5 Suffolk Street, Fremantle and conform with the City of Fremantle Local Planning Framework.

This Management Plan establishes an acceptable standard of behavior for guest and visitors to seek to minimize any adverse impact on the owner, neighbours, residents, and the City of Fremantle.

It is envisaged that guests will be able to book a stay at this address through Hype Accommodation Management via established supporting organizations such as relocation managers and short stay accommodation providers such as Airbnb.

Bookings are for a maximum of six (6) adults or a family maximum of six (6) people.

2. CHECK IN & BOOKINGS

At the time of booking online, guests are to review and agree to accept the house rules which specifically, state:

- No parties or events, you will be evicted immediately without refund, and if necessary, we will press further charges with police.
- Adult guests who book must give ID and pay a refundable security deposit of \$300. Guests are not allowed to stay and will not receive check in details until we have received these details.
- Quiet hours after 10.00pm
- Check in time is 3.00pm – 10.00pm daily.
- Guests are provided with check in instructions, and a code for the lock box to enter the property. Guests are to check in by 10.00pm.
- Check ins are not permitted between 10.00 pm and 7.00 am.

3. ACCESS TO THE PROPERTY

Guests receive their check in details via email. All pre-check-in components must be completed before details are sent. (Copy of ID, paid security deposit and agreement to abide by the Code of Conduct).

Hype Accommodation Management



4. CHECK OUT

Check out time is between 7.00 am and 10.00 am on the day of departure unless other arrangements have been made with the Manager.

5. MANAGERS DETAILS

Hype Accommodation Management are located in Beaconsfield, less than a 10-minute drive from the property. Their contact details are made available to all guests and to adjacent neighbours. They are contactable 24/7 and are typically able to attend properties under their management in person within 30 minutes if required.

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6. CAR PARKING MANAGEMENT PLAN

The property will be rented out as a whole, rather than individual rooms. The property comes with one (1) allocated parking permit, which allows the guest to park on the street outside the house. No impact on neighbours will occur. We provide the parking permit for the guest. Car parking direction and details will be clearly communicated to the guests by the manager before arrival.

7. WASTE MANAGEMENT

Information educating guests on the FOGO system is clearly displayed within the house and outlined in the guestbook and code of conduct. We monitor bins, Guests are reminded of bin days, overflow and management via email.

Hype Accommodation Management



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8. COMPLAINTS MANAGEMENT

Complaints will be managed by Hype Accommodation Management

If neighbours believe that guests are not being respectful of the Code of Conduct, they are to contact the Manager.

A copy of this Management Plan can be made available to neighbours. Neighbours will also be provided with the contact details of the Manager.

Neighbours can be provided with the following regarding the short stay accommodation at 5 Suffolk Street, Fremantle.

1. A copy of the Code of Conduct
2. A copy of the complaints management procedure.
3. Contact details which allows neighbours to engage with the Manager in the event of antisocial behavior, particularly after hours.

Neighbours are encouraged to contact the police if they have concerns of any illegal activity taking place in the dwelling.

Complaints can be divided into categories, the process for each is detailed below:

Level 1 Complaint (minor noise disturbance and /or complaint)

In the event of a Level 1 complaint the following procedure is to be adopted:

1. The neighbour is encouraged to contact the Manager.
2. The Manager will contact the guests to advise the nature of the complaint and remind the guests of their obligations under the Code of Conduct and/or explain the nature of the concern raised.
3. If the issue is not resolved and a further complaint is received within 12 hours, the Manager or an appointed security firm will attend the site.
4. In the event of a further complaint being received and the complaint is validated, the guests will be evicted in accordance with the Code of Conduct

Level 2 Complaint (major noise disturbance or party)

Guests are encouraged to enjoy their time on the property but as outlined in the Code of Conduct, parties are not permitted and noise should be minimised after 10pm and before 7am.

If a Level 2 complaint is received, the following procedure is to be adopted:

1. The Manager or security firm will attend the premises within thirty minutes of the complaint to verify if this is a major noise disturbance or party.

Hype Accommodation Management



2. If the complaint and the issue is deemed to be a level 1 complaint then the procedure for Level 1 shall be followed.
3. If the complaint is verified as a Level 2 complaint, the guests will be evicted in accordance with the Code of Conduct.

9. GUEST GUIDE

A guide is available for guests that provides the following information:

- Manager and contact details.
- Code of Conduct.
- Wi-Fi Device name password.
- Key lockbox code.
- TV information.
- Air Conditioner operation.
- Location of the first aid kit.
- Location of the fire extinguishers and fire blankets
- Rubbish bin location and procedure for collection of rubbish bins.
- Check in time.
- Check out time.
- Local restaurant and shopping.
- Local parks and recreation services.
- Other major attractions.
- All local events and attractions to support local community and businesses.
- Important contact numbers
- Transport options
- Parking instructions

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10. CODE OF CONDUCT

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CODE OF CONDUCT FOR GUESTS AND VISITORS

The Code of Conduct is provided to guests upon confirmation of the booking and will be at the property to ensure that guests and visitors know and comply with specific behaviour governing their permission to enter and occupy the property.

The Code of Conduct will be displayed in full view at the property so that it can be easily viewed by guests and visitors.

General Principles

Short Term Accommodation is a unique experience, and the guiding principles of this Code of Conduct are:

- Treat this as your own home.
- Respect your neighbours.
- Leave it in the appropriate condition as it was upon occupation.
- Pet rules

a. GENERAL REQUIREMENTS

- Guests and visitors must comply with this Code of Conduct and instructions from the Manager during their stay.
- Guests must notify the Manager of any disputes or complaints from neighbours as soon as practicable.

b. NOISE AND RESIDENTIAL AMENITY

- Guests and visitors must not create noise which is offensive or has the potential to create a nuisance to occupiers of neighbouring properties especially between 10pm and 7am Monday to Saturday and 10pm -9am on Sunday and Public Holidays, during arrival, during departure, and at any time throughout the occupancy.
- Offensive noise is prohibited and may result in termination of permission to occupy the property, eviction, loss of rental paid and extra charges for security deposit or bond under the terms and conditions.
- Guests and visitors must not engage in any anti-social behaviour and must minimise their impact upon the residential amenity of the neighbours and the local community.

c. VISITORS

- No visitors or guests other than those who are booked to stay at the property can stay in the property without first obtaining the Manager's approval.

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- If the Manager's approval is obtained for visitors, guests are responsible for ensuring that visitors comply with this Code of Conduct.

d. GATHERING OR FUNCTIONS

- This property is not a "party house" and any such activities are strictly prohibited.
- The property is not to be used for events, gatherings, parties, functions or similar activities.

e. PARKING

- Guests and visitors are to comply with parking regulations and other requirements set out below and show consideration to neighbours and other vehicles.
- Parking is available on the street at the front of the property, where a parking permit is required to park there.

f. GARBAGE AND RECYCLING

- Rubbish and recycled goods are to be disposed of in accordance with the usual practice at the property in the allocated bins, and excess rubbish must not be left in a public area.
- Rubbish and recycling arrangements at the property are in the form of the FOGO system to comply the City of Fremantle Guidelines.
- Rubbish is collected every Tuesday morning.
- Bins should not be placed on the verge before 12pm on the day before collection day.
- The Manager is to check by 6pm on Monday evening that the bins have been placed on the verge for collection. If the bins are not placed on the verge by 6pm on Monday evening, the Manager will put the bins out for collection.
- The Manager is to check by 6pm on Tuesday evening that the bins have been brought onto the property and are not on the verge. If bins are still on the verge at 6pm on Tuesday evening, the Manager will bring the bins back on the property.

g. SECURITY

- Whenever you are absent from a property, close and lock all windows and doors to maintain security and prevent rain and water damage.
- At all other times, secure doors, and windows, as required.
- The mains electricity RCD's (Residual Current Devices) are in the property's meter box.

h. OUTDOOR AREAS

- Guests are to respect the privacy of neighbours when utilizing outdoor areas.
- Guests are to also minimize noise when in the outdoor areas.



i. SMOKING

- Smoking is not permitted within the residence.

j. PETS

- Pets are not permitted within the residence. No animals are to be left at property unattended.

k. BBQ

- The BBQ is to be cleaned after each use.

l. DAMAGES AND BREAKAGES

- Damages and breakages must be reported to the Manager.

m. COMPLIANCE

- Breach of this Code of Conduct is a breach of: The Terms and Conditions of Contract; and permission for occupancy of the property.
- The owner and Manager reserve the right, in accordance with the law, to terminate the permission to occupy and to evict from the property guests or visitors who refuse to follow the Code of Conduct or who cause a nuisance

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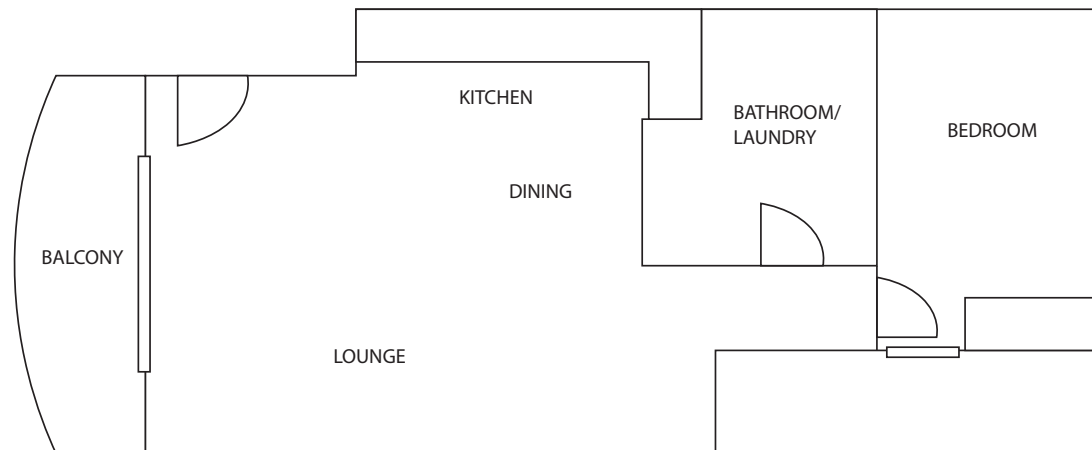
6/37 PAKENHAM STREET FREMANTLE

LEVEL 2

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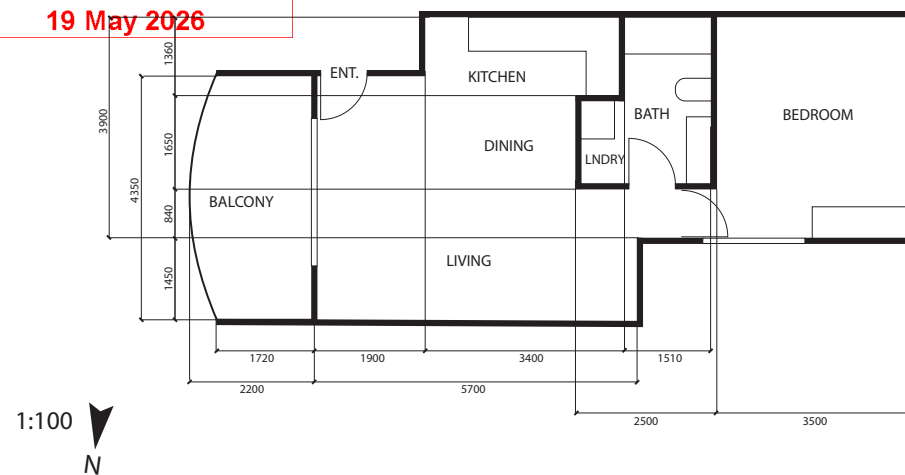
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19 May 2026



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6/37 Pakenham Street Fremantle WA 6160
2ND FLOOR APARTMENT



Short-Term Rental Accommodation Management Plan

Property Address: 6/37 Pakenham Street, Fremantle WA

Use: Unhosted Short-Term Rental Accommodation

Maximum Occupancy: 2 guests

1. Property Manager Contact Details

The nominated Property Manager for the property is:

Name: Jo Wickham

Phone: [REDACTED]

Email: [REDACTED]

The Property Manager will be available to respond to any complaints or concerns relating to the operation of the short-term rental accommodation. All complaints will be responded to within 12 hours, in accordance with the requirements of the City of Fremantle.

The same contact number will be available for after-hours contact if required.

2. Booking and Check-In Method

Bookings for the property will be managed exclusively through the online accommodation platform Airbnb.

Guest identification and booking verification are completed through the Airbnb platform prior to confirmation of the reservation.

Check-in: 3:00 PM

Check-out: 10:00 AM

Guests will access the property via self check-in, which includes:

- A lockbox containing a key for entry to the building lobby plus a key to the apartment front door.

Check-in instructions will be provided to guests prior to arrival.

3. Parking Arrangements

The apartment is located in the City Centre zone and does not provide an allocated on-site parking bay for guests.

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Guests requiring vehicle parking may utilise paid street parking on Pakenham Street managed by the City of Fremantle. Paid street parking is generally available from 5:00 PM to 9:00 AM, subject to availability and local parking restrictions.

Guests are advised that street parking cannot be reserved in advance and is dependent on availability.

4. Public Transport and Alternative Transport

The property is located within the Fremantle City Centre and is highly walkable with easy access to local amenities.

The property is within walking distance of:

- Fremantle Railway Station
- The Fremantle railway line
- The Rottnest Island ferry terminal
- Local bus services

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Due to the central location, guests can conveniently access restaurants, shops, entertainment venues, and transport services on foot.

5. Pets

Pets will not be permitted at the property.

6. Nuisance Behaviour and Complaint Management

A detailed Code of Conduct will be provided to all guests prior to arrival and will also be available within the apartment.

Measures to minimise potential impacts on neighbouring residents include:

- Maximum occupancy of two guests
- No parties or events permitted
- Minimum stay of three nights
- Quiet hours observed between 10:00 PM and 7:00 AM

Guests are required to behave respectfully and minimise disturbance to neighbouring residents.

Complaint Management Procedures

The Property Manager will respond to and manage any complaints relating to nuisance behaviour associated with the property. This includes, but is not limited to:

- Violence or threats
- Loud or aggressive behaviour such as yelling, screaming or arguing
- Excessive noise or disturbance
- Light spill affecting neighbouring properties
- Smoke, odours, or other disturbances
- Any other behaviour that negatively impacts neighbouring residents or the amenity of the building

If a complaint is received, the Property Manager will take the following steps to promptly address the matter:

1. Immediate Acknowledgement

The Property Manager will acknowledge receipt of the complaint as soon as practicable and make direct contact with the guest occupying the property.

2. Guest Contact and Instruction

The guest will be immediately informed of the complaint and reminded of the requirements outlined in the Guest Code of Conduct. Guests will be instructed to cease the behaviour causing the disturbance and to comply with house rules.

3. Monitoring and Follow-Up

The Property Manager will monitor the situation and maintain communication with the guest if necessary to ensure the issue has been resolved.

4. Escalation Measures

If the behaviour continues or the guest fails to comply with instructions, the Property Manager may take further action which may include:

- Issuing a formal warning through the booking platform
- Contacting the booking platform **Airbnb** to report the issue
- Requiring the guest to immediately vacate the property
- Cancelling the remainder of the booking

5. Response Time

All complaints will be responded to within 12 hours, in accordance with the requirements of the City of Fremantle.

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These procedures ensure that any concerns raised by neighbours or building occupants are addressed promptly and that appropriate action is taken to maintain the amenity of the surrounding area.

7. Waste Management

The building contains a communal strata waste collection area for the disposal of household waste and recycling.

Waste management procedures include:

- Clear written instructions provided to guests regarding the correct disposal of general waste and recycling. Instructions to be provided both as part of the guests code of conduct and printed instructions inside of the apartment.
- Guests required to dispose of rubbish responsibly within the communal bin area
- Professional cleaners engaged following every guest stay to ensure rubbish is removed and the property is properly maintained
- Strata management coordinates the placement of council verge bins for collection and their return following collection

These procedures ensure waste is appropriately managed and does not impact neighbouring properties.

8. Security and Guest Screening

The property incorporates several measures to maintain security and responsible use:

- Guest identity verification through the Airbnb platform
- A minimum stay of three nights
- Self check-in via secure lockbox
- Existing CCTV cameras within common areas of the building

These measures assist in maintaining security for both guests and residents within the building.

9. Bushfire Emergency Procedures

The property is not located within a designated bushfire prone area, therefore specific bushfire emergency procedures are not required.

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Guests will still be advised to follow general emergency procedures and building evacuation instructions in the unlikely event of an emergency.

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6/37 Pakenham Street, Fremantle WA

This Guest Code of Conduct is provided to all occupants staying at the property to ensure respectful behaviour and to minimise any potential impact on neighbouring residents.

All guests are required to comply with the following conditions during their stay.

CONTACTING YOUR HOST

Property managers: Adrian and Jo (your hosts)

Phone:

Email:

The easiest way to contact your host is through messages in the Airbnb app. However, if urgent assistance is required a phone number has also been provided.

Your host is available to respond to any issues relating to the accommodation.

Guest Code of Conduct

Guests must behave in a respectful manner at all times.

- Smoking is not permitted inside the apartment or within common areas of the building.
- Pets are not permitted at the property.
- Guests must ensure their behaviour does not disturb neighbouring residents.

Quiet hours apply between 10:00 PM and 7:00 AM

During this time guests must ensure that noise is kept to a minimum, including:

- Loud talking, shouting, or music
- Noise in common areas such as hallways
- Noise from televisions, audio devices, and appliances such as washing machines and dryers, kitchen appliances etc.

The maximum number of guests permitted at the property is two (2) persons.

No additional guests are permitted beyond those included in the booking.

To protect the amenity of neighbouring residents:

- Parties, events, and large gatherings are strictly prohibited.
- Only the registered guests included in the booking may occupy the apartment.
- Visitors are not permitted without prior approval from the Property Manager.

Failure to comply with these rules may result in immediate cancellation of the booking.

Guests must ensure:

- The apartment door is securely locked when leaving the property
- Building access keys are kept secure
- Access instructions and entry codes are not shared with others

Getting Around

The property does not include an allocated parking space.

Street parking cannot be reserved in advance and is subject to availability at the time. Use the street ticket machines, or the EasyPark app to pay for and monitor your parking with the City of Fremantle. Time limits apply- please check street signs or the app.

Download the Fremantle City Centre Car Park Locations PDF for more parking information, or request a link from your host.

The property is highly walkable, being in close proximity to many local attractions, shops and places to eat and drink.

The property is within walking distance of:

- Fremantle Train Station and bus terminal
- Local bus services
- The Rottnest Island ferry terminal

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Visit the Fremantle Visitor Centre on High Street for more information. Check Google for their opening hours.

Waste Management

Guests must dispose of waste responsibly. Use the communal strata bin area for general rubbish and recycling.

PLEASE NOTE- access to the car park bin area is through a self-closing door in the lobby next to the elevator. You must take your lobby key with you to avoid being locked in the car park area.

What Goes in the Yellow-Lid Recycling Bin:

- **Paper and Cardboard:** Magazines, newspapers, office paper, clean pizza boxes, egg cartons, and empty toilet paper rolls.
- **Plastic:** Hard plastic bottles and containers (scrunchable plastic belongs in general waste).
- **Metal:** Clean cans, tins, aerosol cans, and scrunched aluminum foil.
- **Glass:** Clean glass bottles and jars (remove lids).

What NOT to Put in the Yellow-Lid Bin (Contaminants):

- Soft plastics (plastic bags, wrappers).
- Bagged recycling (keep items loose).
- Meat trays and polystyrene.
- Food/garden waste (put in FOGO).
- Paper towels, tissues, or baking paper.
- Electronic waste or batteries.
- Do not leave rubbish in hallways, common areas, or outside the building

Breaches of the Code of Conduct

Failure to comply with this Code of Conduct may result in:

- Immediate termination of the booking
- Removal from the property
- Additional charges for damages or disturbances

Serious breaches may also be reported to the relevant booking platform.

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SCHEDULE OF APPLICATIONS DETERMINED UNDER DELEGATED AUTHORITY

1. **Subdivision Clearance (Stage 4) - No.2 (Lot 25 P, Lot 73, Lot 72 and Lot 100) Clontarf Road, Beaconsfield - Fifteen Lot - (JL WAPC163666)**
2. **SOUTH TERRACE, NO. 162 (LOT 3), FREMANTLE – RETAINING WALL ADDITION TO EXISTING SINGLE HOUSE - (LG DA0186/26)**
3. **PARRY STREET, NO. 2 – 4 (LOT 1), FREMANTLE – PATIO ADDITION TO EXISTING HOTEL - (LG DA0181/26)**
4. **THOMAS STREET, NO.13(LOT 109), SOUTH FREMANTLE – VARIATION TO DA0198/25 (TWO STOREY REAR ADDITIONS AND ALTERATIONS TO EXISTING SINGLE HOUSE) - (CR VA0019/26)**
5. **LLOYD STREET, NO.10 (LOT 107), SOUTH FREMANTLE – PRIMARY STREET FENCE ADDITION TO EXISTING SINGLE HOUSE - (CR DA0174/26)**
6. **BOSTOCK STREET, NO. 3 (LOT 32), WHITE GUM VALLEY – TWO STOREY ADDITIONS AND ALTERATIONS TO EXISTING SINGLE HOUSE - (LG DA0017/26)**
7. **HOWARD STREET, NO. 3 (LOT 2), FREMANTLE – VARIATION TO DA0364/24 (ALTERATIONS & ADDITIONS TO EXISTING SINGLE HOUSE) – (JD VA0018/26)**
8. **MARITIME MUSEUM VICTORIA QUAY ROAD (LOTS 51 ABD 2133) , FREMANTLE – STRUCTURAL REMEDIATION AND PUBLIC REALM ENHANCEMENT WORKS TO EXISTING HARBOUR BERTH A - (LG DA0169/26)**
9. **MONTREAL STREET, NO.45A (LOT 2), WHITE GUM VALLEY - ADDITION AND ALTERATIONS TO EXISTING GROUPED DWELLING - (JA DA0214/26)**
10. **ELLEN STREET, NO.59 (LOT 5), FREMANTLE – PRIMARY AND SECONDARY STREET FENCE ADDITIONS TO VETERINARY CENTRE- (JA DA0211/26)**
11. **MCCOMBE AVENUE, NO. 66 (LOT 491), SAMSON – VARIATION TO PLANNING APPROVAL DA0168/25 (SINGLE STOREY SINGLE HOUSE) (LG VA0008/26)**
12. **SOUTH TERRACE, NO.217 (LOT 83), SOUTH FREMANTLE – ADDITIONS AND ALTERATIONS TO EXISTING RESTAURANT (JL DA0215/26)**
13. **COVICH AVENUE, NO. 15C (STRATA LOT 3), BEACONSFIELD – TWO STOREY GROUPED DWELLING - (LG DA0134/26)**
14. **SOUTH STREET, NO.198 (LOT 1), WHITE GUM VALLEY – ALTERATIONS AND ANCILLARY DWELLING ADDITION TO EXISTING SINGLE HOUSE - (CR DA0172/26)**
15. **AINSLIE ROAD, NO.7 (LOT 2), NORTH FREMANTLE - PATIO ADDITION (JL DA0239/26)**
16. **STACK STREET, NO. 20 (LOT 17), FREMANTLE – ROOF TERRACE ADDITION AND ALTERATIONS TO EXISTING OFFICE - (LG DA0185/26)**
17. **RENNIE CRESCENT, NO. 60 (STRATA LOT 1) HILTON – EXTENSION TO TERM OF APPROVAL FOR DA0119/22 (SINGLE STOREY ADDITIONS AND ALTERATIONS TO EXISTING) GROUPED DWELLING (JL ET06/26)**
18. **COVICH AVENUE, NO. 15A, BEACONSFIELD – SINGLE HOUSE - (ED DA0173/26)**

19. **FOTHERGILL STREET, NO. 28 (LOT 1), FREMANTLE - EXTENSION OF TIME FOR DA0075/22 AND VA0025/22 (ADDITIONS AND ALTERATIONS TO SINGLE HOUSE) (ED ET05/26)**
20. **HIGH STREET, NO.25 (LOT 123), FREMANTLE – SIGNAGE ADDITION TO EXISTING HOTEL – (JD DA0125/26)**
21. **BROMLEY ROAD, NO.43 (LOT 115), HILTON – REGULATED TREE REMOVAL - (CR DA0248/26)**
22. **PEEL ROAD, NO. 23 (LOT 19), O’CONNOR – ADDITIONS AND ALTERATIONS TO EXISTING COMMERCIAL COMPLEX (LG DA0430/25)**
23. **MCLAREN STREET, NO.8 (LOT 500), SOUTH FREMANTLE – PATIO ADDITION TO EXISTING GROUPED DWELLING (JL DA0249/26)**
24. **ALMA STREET, NO.31 (LOT 500), FREMANTLE – ALTERATIONS AND ADDITIONS TO EXISTING SINGLE HOUSE - (CR DA0226/26)**
25. **SOUTH TERRACE, NO. 97 (LOT 123), FREMANTLE – INTERNAL FITOUT OF EXISTING SHOP - (LG DA0218/26)**
26. **BROMLEY ROAD, NO. 36 (STRATA LOT 1), HILTON – DECK ADDITION TO EXISTING GROUPED DWELLING - (LG DA0230/26)**
27. **BELLEVUE TERRACE, NO.25 (LOT 88), FREMANTLE - ANCILLARY DWELLING ADDITION TO EXISTING SINGLE HOUSE - (CR DA0235/26)**
28. **ST. PATRICK'S BASILICA - ADELAIDE STREET, NO. 47 (LOT 4 & 5), FREMANTLE - RESTORATION AND REPAIR WORKS TO EXISTING BUILDING – (JD DA0234/26)**
29. **THOMPSON ROAD, NO.4/86 (LOT 213), NORTH FREMANTLE – CHANGE OF USE TO UNHOSTED SHORT-TERM RENTAL ACCOMMODATION - (CR DA199/26)**
30. **RULE STREET, NO. 1 (LOT 21), NORTH FREMANTLE - ROOF DECK ADDITION TO EXISTING SINGLE HOUSE – (JD DA0128/26)**
31. **FORMER NORTH FREMANTLE PRIMARY SCHOOL, STIRLING HIGHWAY, NO.101 (LOT 511), NORTH FREMANTLE – PYLON SIGN ADDITION TO EXISTING CHILD CARE PREMISES - (CR DA0143/26)**
32. **SOUTH TERRACE PIAZZA, SOUTH TERRACE, NO. 36 (LOT 102), FREMANTLE – SIGNAGE ADDITIONS AND ALTERATIONS TO EXISTING BUILDING - (CR DA0207/26)**
33. **HAMPTON ROAD, NO. 92 (LOT 736), FREMANTLE – PRIMARY STREET FENCE ADDITION TO EXISTING SINGLE HOUSE - (LG DA0233/26)**
34. **STEVENS STREET, NO. 89 (LOT 10), WHITE GUM VALLEY - ADDITIONS AND ALTERATIONS TO EXISTING SINGLE HOUSE – (JD DA0193/26)**
35. **HARWOOD STREET, NO. 37 (LOT 1660), HILTON – REMOVAL OF EXISTING REGULATED TREE – (JD DA0243/26)**
36. **SELLENGER AVENUE, NO. 3 (LOT 38), SAMSON – ANCILLARY DWELLING ADDITION TO EXISTING SINGLE HOUSE – (JD DA0259/26)**
37. **DEERING STREET, NO. 12 (LOT 144), BEACONSFIELD – ROOF ALTERATIONS TO EXISTING SINGLE HOUSE - (LG DA0236/26)**
38. **SOUTH TERRACE, NO. 36 (LOT 102), FREMANTLE – PARTIAL CHANGE OF USE TO EDUCATIONAL ESTABLISHMENT - (ED DA0198/26)**

39. **QUEEN VICTORIA STREET, NO. 141, FREMANTLE –
UNAUTHORISED ALTERATIONS TO EXISTING BUILDING - (ED DA
0182/26)**
40. **AMHERST STREET, NO. 10 (LOT 2), FREMANTLE - ADDITIONS AND
ALTERATIONS TO EXISTING SINGLE HOUSE – (JD DA0184/26)**

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Coastal Management Plan Assistance Program – Funding Agreement City of Fremantle

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THIS FUNDING AGREEMENT is made on

BETWEEN:

The Western Australian Planning Commission, a body corporate established in accordance with section 7 of the *Planning and Development Act 2005* (WA) of 140 William Street, Perth WA 6000

(Commission)

and

City of Fremantle, a local government established as a body corporate in terms of section 2.5(2) of the *Local Government Act 1995* (WA) of 151 High Street, Fremantle, WA 6160

(Applicant)

1. RECITALS

- A. The Commission has received funds from the Government of Western Australia for the specific purpose of funding coastal planning projects in Western Australia.
- B. The Applicant applied to receive funds from the Commission to undertake the Approved Project.
- C. The Applicant will contribute its resources, including technical support, labour, materials and equipment to enable it to undertake and complete the Approved Project.
- D. The Commission has agreed to provide the Grant Funds to the Applicant to prepare the City of Fremantle Coastal Hazard Risk Management and Adaptation Plan, subject to the terms and conditions of this Agreement.
- E. DPLH will administer the Grant Funds on behalf of the Commission.

THE PARTIES AGREE AS FOLLOWS:

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this grant agreement, including its recitals and any schedules or annexures.

Acquittal occurs when the Commission has advised the Applicant that the reports and financial information provided by the Applicant in accordance with clause 3(i) are satisfactory.

Applicant means **City of Fremantle**, a local government established as a body corporate in terms of section 2.5(2) of the *Local Government Act 1995* (WA) of 151 High Street, Fremantle, WA 6160.

Approved Project means the project described in the Project Program set out in item 2 of Schedule 1.

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Approved Purpose means the purpose for which the Grant Funds must be used as set out in item 1 of Schedule 1.

Auditor means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants and who is independent from the Applicant.

Auditor General means the Auditor General for the State of Western Australia.

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

Coastal or **Coast** is as defined in *Statement of Planning Policy 2.6 State Coastal Planning Policy SPP2.6* and includes sandy coasts, rocky coasts, mixed sandy and rocky coasts, coastal lowlands, and tidal reaches of inland waters; near shore marine waters, state waters; and all islands within the state lying seawards of the mainland.

Commission means the Western Australian Planning Commission, a body corporate established in terms of section 7 of the *Planning and Development Act 2005* (WA).

Commission's Representative means an employee of the Department of Planning, Lands and Heritage (DPLH) authorised by the Commission to act on its behalf and whose duties ordinarily include performing tasks or roles relating to the Coastal Management Plan Assistance Program.

Community Representative means a person who pays rates to the Applicant or resides within the Applicant's local government boundary.

Completion Report has the meaning in serial 7 of the project program set out in item 2.1 of Schedule 1.

Confidential Information includes but is not limited to, any information relating to business affairs and processes of the Parties, obtained by virtue of this Agreement, which would not otherwise be available to the general public and all information marked as confidential as well as information which by its nature is confidential, is known to be confidential or which Party receiving the information from the other party ought to have known was confidential and includes all such information that may be in the possession of their employees and agents.

Consultant means any person engaged by the Applicant to perform or undertake any or all of the tasks comprising the Approved Project, and includes its employees, agents and contractors (if any).

Council means the elected governing body of the Applicant.

DPLH means the Department of Planning, Lands and Heritage.

Draft Plan means the plan referred to in serial 5 of the Project Program set out in item 2.1 of Schedule 1.

Event of Default has the meaning in clause 14(a).

Execution Date means the date on which the last Party executes this Agreement.

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Final Plan means the plan referred to in serial 6 of the Project Program set out in item 2.1 of Schedule 1.

Financial Records mean invoices, receipts, bank statements, copies of cheques, and reconciliations of bank balance, receipts and expenditure.

First CMPAP Progress Report has the meaning in serial 4 of the Project Program set out in item 2.1 of Schedule 1.

Grant Funds means the amount or amounts specified in clause 4(b).

Milestone means the milestones set out in the first column of the table at item 8 of Schedule 1.

Milestone Payment Invoice means an invoice submitted by the Applicant for payment of a portion of the Grant Funds for achieving the corresponding Milestone in accordance with the table set out in item 8 of Schedule 1.

Parties mean the Commission and the Applicant, and **Party** means each of them.

Project Program means the program set out in item 2.1 of Schedule 1.

Project Site means any land on which an Approved Project activity is carried on.

Scope of Works means the document submitted to DPLH by the Applicant that describes the scope and specification of services to be conducted and delivered by a consultant for the Approved Purpose.

Second CMPAP Progress Report has the meaning in serial 5 of the Project Program set out in item 2.1 of Schedule 1.

3. CONSTRUCTION

Unless expressed to the contrary in this Agreement:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) any gender includes the other genders;
- (b) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (c) headings do not affect the interpretation of this Agreement; and
- (d) a reference to:
 - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes its legal personal representatives, successors and assigns;

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- (iii) a party, clause, schedule or annexure are references to a party clause, schedule or annexure of or to this Agreement;
- (iv) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (v) a right includes a benefit, remedy, discretion, authority or power;
- (vi) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (vii) provisions or terms of this Agreement or another document, agreement understanding or arrangement include a reference to both express and implied provisions and terms;
- (viii) time is to local time in Perth;
- (ix) "\$" or "dollars" is a reference to the lawful currency of Australia;
- (x) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties; and
- (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmission.

4. JURISDICTION

This Agreement is a legal instrument enforceable in any court of competent jurisdiction in Western Australia.

5. PAYMENT OF GRANT FUNDS

- (a) The Grant Funds are in the sum of \$175,000 (one hundred and seventy-five thousand dollars) (exclusive of GST).
- (b) Subject to the terms and conditions of this Agreement, the Commission will pay to the Applicant the Grant Funds in the manner specified in Schedule 2:
 - (i) upon receipt of a Milestone Payment Invoice; and
 - (ii) if the Commission is satisfied that the deliverable/s to which the Milestone Payment Invoice relates has been achieved.

6. OBLIGATIONS OF APPLICANT

6.1 Use of Grant Funds and Return of Unspent Grant Funds

- (a) The Applicant must use the Grant Funds solely in accordance with the Approved Purpose and in compliance with this Agreement.
- (b) The Applicant must, within thirty (30) Business Days after:
 - (i) Acquittal; or

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- (ii) if this Agreement is terminated prior to Acquittal, the date on which it is terminated, return to the Commission any portion of the Grant Funds (plus any interest earned on those funds) that has not, in the sole opinion of the Commission, been expended or committed in accordance with the Approved Purpose for the Approved Project.
- (c) The Applicant must, upon written notice from the Commission, promptly return to the Commission any portion of the Grant Funds (plus any interest earned on those funds) that has not, in the sole opinion of the Commission, been expended or committed in accordance with the Approved Purpose for the Approved Project.

6.2 Other Funds

- (a) The Applicant must immediately notify the Commission if funding is received for any aspect of the Approved Project from any other source, in which case the Commission reserves the right to revoke, reduce or require repayment of the Grant Funds.
- (b) If the Commission revokes, reduces or requires repayment of the Grant Funds under clause 6.2(a), the Applicant must return those Grant Funds to the Commission within four (4) weeks of a written request from the Commission.

6.3 Variation of the Approved Project

The Applicant must not make any variations to the Approved Project without the prior written consent of the Commission, which consent may be requested by submitting a written project variation request to the Commission in the form prescribed by the Commission from time to time.

6.4 Endorsement by the Commission

The Applicant acknowledges that nothing in this Agreement constitutes an endorsement by the Commission of any goods or services provided by the Applicant.

6.5 Acknowledgement of Commission

- (a) If requested by the Commission, the Applicant must acknowledge the Commission's contribution to the Approved Project.
- (b) The Applicant must include the Commission's logo and the following statement on any publication relating to the Approved Project approved by the Commissions pursuant to clause 23(a):

"This project is part funded by the Western Australian Planning Commission through the Coastal Management Plan Assistance program".

6.6 Requests for Information

The Applicant must provide the Commission with any documents or information relating to this Agreement or the Approved Project within ten (10) Business Days of receiving such a request from the Commission.

6.7 Steering Committee

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- (a) Within thirty (30) Business Days of the Execution Date, the Applicant must establish a "Steering Committee" for the Approved Project, which must comprise:
 - (i) no less than two (2) representatives of the Applicant;
 - (ii) minimum of one (1) Commission Representative; and
 - (iii) minimum of one Community Representative.
- (b) The Applicant must use its best endeavours to ensure that Steering Committee meets as required to perform its function set out in Schedule 3.
- (c) The Applicant must cause minutes to be taken of each Steering Committee meeting and ensure that an agenda, together with any reports or information concerning the agenda, is circulated to members at least five (5) Business Days before a meeting.
- (d) The Commission will provide at least one representative to participate on the Steering Committee.

6.8 General Undertakings of Applicant

The Applicant must:

- (a) at all times duly perform and observe its obligations under this Agreement and promptly inform the Commission of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake the Approved Project with due care and skill, in a professional manner;
- (c) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- (d) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or obligations under this Agreement;
- (e) comply with all State and Commonwealth laws, rules, regulations and by-laws;
- (f) cooperate fully with the Commission in the administration of this Agreement;
- (g) upon reasonable notice, provide the Commission or its agents, with access at any reasonable time and from time to time to the Applicant's premises, records, other documents, equipment and other property for the purpose of audit and inspection by the Commission to verify compliance by the Applicant with this Agreement; and
- (h) obtain all relevant approvals, permits or consents required under any applicable legislative regime (including, but not limited to, approvals required under the *Planning and Development Act 2005*, the *Environmental Protection Act 1986*, The *Aboriginal Heritage Act 1972*, the *Heritage Act 2018*, *Building Act 2011* and any applicable codes) and ensure that safety standards are met.

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7. SPECIFIC UNDERTAKINGS OF THE APPLICANT

7.1 Commencing, Undertake and Complete Approved Project

- (a) The Applicant must commence the Approved Project within thirty (30) days after the Execution Date.
- (b) The Applicant must undertake the Approved Project in accordance with the Project Program.
- (c) The Applicant must complete the Approved Project within twenty-four (24) months after Execution Date.

7.2 Publicity

The Applicant must:

- (a) seek prior written approval from the Commission for all press releases and public announcements relating to the award and use of the Grant Funds; and
- (b) ensure that all media articles pertaining to the Approved Project and/or the Grant Funds acknowledge the Commission's "Coastal Management Plan Assistance Program" funding.

7.3 Licence

- (a) The Applicant agrees to grant to the Commission, and to the Crown in right of the State, a permanent, non-transferable non-exclusive royalty-free licence to use, reproduce, adapt, commercialise, exploit and disseminate data, information, photographs, artistic design or intellectual property produced as part of the Approved Project.
- (b) The Applicant agrees that any disposal, sale or transfer in any way of any part of the intellectual property in any materials produced as part of the Approved Project must be subject to the licence granted in sub-clause 7.3(a) above.

8. LIMITATION OF LIABILITY AND INDEMNITY

- (a) The Commission does not accept any responsibility or liability for the success or otherwise of the Approved Project and is not liable for any losses which may be suffered by the Applicant in undertaking the Approved Project.
- (b) The Applicant releases the Commission, and the Crown in the right of the State, from all liability directly or indirectly related to the Approved Project, the Grant Funds, this Agreement and any related matter.
- (c) The Applicant indemnifies and keeps indemnified the Commission and the Crown in the right of the State against any loss, damage, claim or liability caused by, or arising out of, directly or indirectly any act, omission, breach of this Agreement or breach of law by the Applicant or its Consultant or any the Applicant's its employees, officers, contractors or agents, except to the extent that such loss was caused or contributed to by the negligent or tortious act or omission of the Commission and/or the Crown in the right of the State.
- (d) This clause 8 "Limitation of Liability and Indemnity" survives the expiration or termination of this Agreement.

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9. AGENCY

This Agreement does not establish an agency, employment or partnership relationship and the Applicant must not hold itself out as an agent or representative of the Commission or the State.

10. CAPITAL EQUIPMENT

The Grant Funds must not be used for the purchase of capital equipment, unless expressly authorised by the Commission in writing.

11. INSURANCE

- (a) The Applicant warrants that it has adequate and appropriate public liability insurance and any other relevant insurance cover for the Approved Project activities and for its indemnity obligations.
- (b) If requested by the Commission or the Commission's Representative, the Applicant must promptly provide a copy of all policies, certificates of currency and receipts for premiums in connection with all insurance cover referred to in this clause.
- (c) This clause 11 "Insurance" survives the expiration or termination of this Agreement.

12. ACCOUNTS AND REPORTING

- (a) The Applicant must provide to the Commission written progress reports as required in accordance with the Project Program in the form required by the Commission from time to time setting out:
 - (i) the Applicant's progress towards completion of the Approved Project: and
 - (ii) evidence of the total expenditure of Grant Funds incurred to date.
- (b) The Applicant must keep proper financial records in accordance with generally accepted accounting principles and practices.
- (c) All financial records must be held by the Applicant for seven (7) years.

13. OTHER CONDITIONS

The Special Conditions in item 3 of the Schedule 1 apply to the provision of the Grant Funds for the Approved Project.

14. DEFAULT, SUSPENSION OF PAYMENT AND TERMINATION

- (a) An **Event of Default** occurs if the Applicant:
 - (i) breaches any term of this Agreement;
 - (ii) is unable (including through insolvency) or unwilling to commence or continue work on the Approved Project;
 - (iii) fails to spend or commit the Grant Funds in a competent, efficient and diligent manner in the sole opinion of the Commission;

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- (iv) breaches an agreement it has with a third party which will or is likely to (in the sole opinion of the Commission) result in the Approved Project being jeopardised or adversely affected;
 - (v) enters into an agreement or arrangement with a third party which will or is likely to (in the sole opinion of the Commission) result in the Approved Project being jeopardised or adversely affected, or this Agreement being breached;
 - (vi) fails to promptly inform the Commission of any occurrence which may materially adversely affect (in the sole opinion of the Commission) the Approved Project or the ability of the Applicant to deliver the Approved Project;
 - (vii) fails to act with integrity, good faith and probity in accordance with good corporate governance practices;
 - (viii) attempts to, sell, transfer, assign, mortgage, charge and otherwise dispose of or deal with any of its rights, entitlements and powers under this Agreement;
 - (ix) fails to comply with any State or Commonwealth law;
 - (x) fails to reasonably cooperate with the Commission (in the sole opinion of the Commission) in the administration of this Agreement; or
 - (xi) refuses upon reasonable notice to provide the Commission or its agents with access to the Project Site, the Applicant's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Commission in order to verify compliance by the Applicant with the Approved Purpose, the Approved Project or this Agreement.
- (b) If an Event of Default occurs, or as soon as the Applicant considers an Event of Default is likely to occur, or as soon as a reasonable person would consider an Event of Default is likely to occur, the Applicant must immediately notify the Commission and provide sufficient detail to the satisfaction of the Commission of the actual or likely occurrence of an Event of Default.
- (c) If an Event of Default occurs, the Commission may, in addition to any other rights or remedies it has at law:
- (i) suspend performance of the Commission's obligations under this Agreement; and/or
 - (ii) terminate this Agreement by giving ten (10) Business Days' written notice to the Applicant.
- (d) If the Commission has reasonable grounds to believe that an Event of Default is likely to occur, the Commission may reduce or suspend payment of Grant Funds.
- (e) The Commission may, in its absolute discretion, recommence payment of the Grant Funds and/or withdraw its notice of termination during the notice period, if the relevant Event of Default is rectified to the satisfaction of the Commission.

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- (f) If the Commission terminates this Agreement pursuant to clause (c) above:
 - (i) this Agreement will end on the date specified in the termination notice;
 - (ii) the Applicant may use such portion of Grant Funds already received as is strictly necessary to meet existing commitments properly incurred prior to receipt of the termination notice;
 - (iii) the Applicant must not incur any further commitments or make any further expenditure of Grant Funds unless expressly permitted to do so by the Commission in writing;
 - (iv) the Commission will have no further obligation to pay the Grant Funds; and
 - (v) the Applicant must comply with clause 6.1(b).

15. WARRANTIES

- (a) The Applicant warrants that its employees, agents and contractors are competent and have all the necessary skills, training and qualifications to carry out the Project.
- (b) The Applicant must ensure the Approved Project is performed and carried out in a conscientious, expeditious and professional manner by all persons involved in the Approved Project.
- (c) The Applicant must ensure and warrant that all persons involved in the Approved Project strictly comply, with all ethical codes and standards imposed by the appropriate professional bodies.
- (d) The Applicant must pay all costs of, and have responsibility for, all facilities, employees, contractors and consultants engaged or utilised by the Applicant in respect of the Approved Project.
- (e) This clause 16 survive expiration or earlier termination of this Agreement.

16. GOODS AND SERVICES TAX (GST)

- (a) In this part, the following definitions apply:
 - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
 - (ii) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and includes all associated legislation and regulations; and
 - (iii) The terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be exclusive of GST.
- (c) The obligation of the Commission to pay the GST on any supply by the Applicant under this Agreement is conditional upon the prior issue by the Applicant to the Commission of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.

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- (d) If the parties agree that the Commission will issue the Applicant with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - (i) The Commission will issue a RCTI in respect of GST payable on the supply of the Project and the Applicant will not issue tax invoice in respect of that supply;
 - (ii) The Applicant warrants that it is registered for the purposes of GST and the Applicant will notify the Commission or the Commission's Representative in writing if it ceases to be registered for the purposes of GST during the term of this Agreement;
 - (iii) The Commission warrants that it is registered for the purposes of GST and the Commission or the Commission's Representative will notify the Applicant in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term; and
 - (iv) The Commission will indemnify and keep indemnified the Applicant for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Project for which the Commission issues a RCTI under this Agreement.

17. NOTICES

Any notice or other communication that is given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (d) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 4 of Schedule 1; or
 - (e) sent by email to the email address of the Party receiving the notice as set out in item 4 of Schedule 1.
- (f) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of email, on the date of transmission; and
- (g) If received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

18. WAIVER

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both Parties.
- (b) A waiver by either Party will not prejudice that Party's rights in relation to any further breach of this Agreement by the other Party.

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- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one Party to the other Party will not be construed as a waiver of any rights.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

20. VARIATION OF THE AGREEMENT

Any modification, amendment or other variation to this Agreement must be made in writing duly executed by both parties.

21. DISPUTE RESOLUTION

Before resorting to external dispute resolution mechanisms, the Parties, through the Applicant's Chief Executive Officer and the Commission's Chairperson, must in good faith attempt to settle by negotiation any dispute in relation to this Agreement, and where practical, each Party must refer the matter to personnel who have authority to intervene and facilitate some form of resolution.

22. PUBLICATION

- (a) Other than as required pursuant to clause 22(b) below, the Applicant must not make any written or oral announcement or representation to any person (including any person in the media) regarding:
 - (i) the amount of the Grant Funds; or
 - (ii) the Approved project,without the prior written authorisation of the Commission.
- (b) The Applicant must make the Final Plan publicly available at no cost and acknowledge the funding contribution made by the Commission but must state that the documents do not purport to represent the views or advice of the Commission.
- (c) This clause 22 "Publication" survives expiration or earlier termination of this Agreement.

23. CONFIDENTIALITY

- (a) The Parties must treat as confidential any Confidential Information and must not disclose this information to any person other than its employees, officers, agents and legal and financial advisers who legitimately and reasonably require such Confidential Information in order to properly discharge the duties:
 - (i) they were employed or engaged to discharge; and
 - (ii) which they would ordinarily and reasonably be expected to discharge on account of such employment or engagement;

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unless:

- (i) required to do so under or pursuant to a provision of a statute, regulation, by-law or ordinance in operation in Australia from time to time; or
- (ii) required to do so by virtue of an order or direction given to it by or on the part of the Parliament of the State or by Court or Tribunal of the relevant jurisdiction.
- (b) The Applicant agrees that it will ensure that its nominees, officers, employees, agents and legal and financial advisers comply with the obligations of confidentiality specified in this clause.
- (c) This clause 23 "Confidentiality" survives expiration or earlier termination of this Agreement.

24. INDEPENDENT VERIFICATION OF REPORTS

- (a) The Commission may request the Applicant, at the Applicant's cost, engage an independent third party acceptable to the Commission to verify any information contained in any reports provided by the Applicant under the Agreement.
- (b) The Applicant must not pay such costs out of the Grant Funds.

25. DUTY

- (a) If applicable, the Commission will pay any duty assessed as payable in respect of this Agreement.

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Executed by the Parties hereto:

For and on behalf of the Western Australian Planning Commission:

Signature	Emma Cole Print full name of Authorised person
Date	Chairperson Position of Authorised Person
Witness Signature	Print full name of Witness

For and on behalf of the Applicant:

Signature of Authorised person	Print full name of Authorised person
Date	Position of Authorised Person
Witness Signature	Print full name of Witness

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SCHEDULE 1

1. APPROVED PURPOSE OF GRANT

This Grant is provided to the Applicant for the purpose of preparing a City of Fremantle Coastal Hazard Risk Management and Adaptation Plan for the City of Fremantle, that is:

- (a) consistent with *State Planning Policy 2.6: State Coastal Planning Policy*;
- (b) prepared by a suitably qualified Consultant in accordance with item 3 of Schedule 1; and
- (c) endorsed and adopted by the Applicant, following review by the Steering Committee.

2. THE APPROVED PROJECT

The Approved Project means the delivery of the Project Program for the Approved Purpose:

2.1 Project Program

Serial	Deliverable/s	Date for completion
1	Project Milestones and Steering Committee Membership The Applicant must complete the “milestone template” provided by the Commission by entering the activities and tasks to be undertaken against each milestone and the dates by which these will be completed. The Commission will monitor the progress of the Approved Project against the successful completion of these milestones. The Applicant must provide details of the Steering Committee membership as detailed in Schedule 3. Output: • Completed preliminary project milestones • Details of Steering Committee membership • First payment	On the Execution Date.
2	Scope of Works and Request for Tender The Applicant must provide the Scope of Works to DPLH. The Scope of Works must describe the scope and specification of services to be conducted and delivered by the Consultant.	Within sixty (60) days of the Execution Date.

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	The Steering Committee should assist in guiding the content of the Scope of Works. The Applicant is responsible for preparing and advertising the request for tender for the Consultant. Output: • Scope of Works • Advertise request for tender for Consultant	
3	Appointment of Consultant The Steering Committee should assist in assessment of tender submissions. The Applicant must appoint a Consultant in accordance with the special conditions set out in item 3.2 of this Schedule 1, pursuant to a written contract which requires the Consultant to undertake the necessary activities and duties to achieve delivery of the Approved Project for the Approved Purpose. Outputs: • Assessment of tender submissions • Appointment of Consultant	Within two (2) months of the Execution Date.
4	Community and Stakeholder Engagement Strategy and First CMPAP Progress Report The Applicant shall consult and engage with the community and relevant stakeholders throughout the duration of the project. The Consultant will prepare a Community and Stakeholder Engagement Strategy which includes description of the people and groups that will be involved in the project and how and when they will be consulted and/or engaged. The Applicant is to complete and submit a progress report to DPLH. The progress report is to detail work completed to date and predicted timeframes for remainder of work. The report should detail if any timeframes have changed from the milestone report since the appointment of the consultant. (First CMPAP Progress Report) Outputs:	Within two (2) months from date of appointment of Consultant.

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	- Community and Stakeholder Engagement Strategy - First CMPAP Progress Report - Second payment	
5	Draft Plan and Second CMPAP Progress Report The Applicant must prepare and submit to the Commission a Draft Plan that is consistent with <i>State Planning Policy 2.6: State Coastal Planning Policy</i> and includes the requirements set out in the Scope of Works. (Draft Plan) Before the Draft Plan is publicly advertised, the Draft Plan must be provided to the Steering Committee. The Steering Committee must, within 30 days of receiving the Draft Plan, review the document and advise if any modifications are required before it is released for consultation or advertised. The Draft Plan, once endorsed by the Council, must then be publicly advertised by the Applicant. The Applicant must complete and submit a second CMPAP progress report to DPLH. The progress report must specify the work completed to date and the predicted timeframes for the remainder of work. The report should detail if any timeframes have changed from the milestone report. (Second CMPAP Progress Report) Outputs: - Draft Plan - Third Payment - Second CMPAP Progress Report	Within twelve (12) months from date of appointment of Consultant.
6	Final Plan The Applicant must update the Draft Plan with any relevant comments arising from public submissions. The Final Plan must be reviewed by the Steering Committee prior to Council endorsement and adoption. (Final Plan) Output: Final Plan	Within six (6) months from the date of the Draft Plan.

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7	Completion Report and Final Acquittal The Applicant must submit to the Commission a written providing details of the completed milestones against the milestone template submitted in accordance with Serial 1 above (Completion Report). The Applicant must submit to the Commission a financial report that: - outlines how the Grant Funds were spent, to the satisfaction of the Commission; and - is accompanied by a statutory declaration from: - the project manager for the Approved Project; and - a second individual who the Commission, in its sole discretion, considers to be suitably qualified, experienced and independent of the Approved Project, (Financial Statement). Outputs: - Completion Report - Financial Statement - Fourth payment	Within four 4 weeks of Council endorsement and adoption of Final Plan.
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3. SPECIAL CONDITIONS OF GRANT

3.1 Additional costs

If the costs associated with completing the Approved Project (i.e. in terms of oncosts, overheads, facilities, equipment, travel and supervision) exceed the Grant Funds, the Applicant is liable for the additional costs (either in-kind or as actual funds) in order to ensure the Approved Purpose is achieved.

3.2 Procurement of Consultant

- The Applicant must comply with the formal local government procurement processes to engage the Consultant.
- Without limiting clause (a) above, the Applicant must undertake an open-tender process to engage the Consultant.
- Panel Consultants can be used to undertake the Approved Project if an existing contract is in place with the Applicant as at the Execution Date. In these circumstances, the Applicant must provide evidence to the satisfaction of the

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Commission that a transparent and robust procurement process has been undertaken to select the Consultant.

- (d) The Consultant should exhibit a broad range of skills, including economics, land use planning, community engagement, risk management and environmental management skills.
- (e) The tender assessment panel for the engagement of the Consultant must include at least one representative from the Commission.
- (f) If the Applicant invites prospective Consultants to submit a tender in response to a request for tender issued by the local government, then at least three (3) suitable consultants must be approached.
- (g) Before the Applicant issues the award of tender to the preferred Consultant, the Applicant must and inform the Steering Committee of the assessment panel's view and reasons for selecting the preferred Consultant.
- (h) The Commission accepts no legal responsibility for the procurement processes, or probity issues arising from procurement or contract management of the Approved Project, which is the sole responsibility of the Applicant.

3.3 Heritage matters

- (a) The Applicant must be cognisant of and sensitive to any matters that may be protected by any heritage legislation.
- (b) The Applicant must notify the Commission if any of its activities may have an adverse effect upon any person or thing protected by such legislation.
- (c) The Commission reserves the right to, in its absolute discretion, revoke the Grant Funds if it is notified under clause (b) above.

3.4 Environmental Approvals

- (a) The Applicant must obtain any relevant environmental approvals required in order to undertake the Approved Project.
- (b) The Applicant must comply with the relevant environmental legislation.

4. NOTICE ADDRESSES

- (a) **Commission:** Western Australian Planning Commission

Registered mail: Gordon Stephenson House, 140 William Street, Perth WA 6000

email: info@dplh.wa.gov.au

- (b) **Applicant:** City of Fremantle

Registered mail: 151 High Street, Fremantle, WA 6160

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Email: info@fremantle.wa.gov.au

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SCHEDULE 2

1. INSTALMENTS OF GRANT FUNDS

The Commission will pay the Grants Funds to the Applicants in instalments as follows:

Milestone (column 1)	Grant % (column 2)	Instalment (column 3)
Commission execution of Funding Agreement	50%	\$87,500
First CMPAP Progress Report	20%	\$35,000
Draft Plan reviewed by Steering Committee and approved by Council for public advertising	20%	\$35,000
Completion Report approved by Commission's Representative	10%	\$17,500
Total	100% of Grant Funds	\$175,000

All amounts are GST exclusive.

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SCHEDULE 3 STEERING COMMITTEE FUNCTIONS

1. FUNCTIONS

The Steering Committee is to perform the following functions:

- (a) deliver guidance and oversight on, and make decisions in relation to, all aspects of the Approved Project, including but not limited to:
 - (i) Reviewing Scope of Works;
 - (ii) Assessment of Tenders (through recommendations of the Tender Assessment Panel);
 - (iii) Provide discussion on the methodology for each milestone (as required);
 - (iv) Make recommendations on the project objectives and outcomes;
 - (v) Reviewing project deliverables including the Community and Stakeholder Engagement Plan, Draft and Final Plan; and
 - (vi) Attend meetings as required.
- (b) If the Steering Committee cannot, despite reasonable efforts to do so, reach a consensus in relation to any of the matters set out in clause (a) above, the Applicant will have the final decision.

2. ROLES

The role of the Steering Committee is to provide technical coastal and planning skills to the Applicant and ensure the project progresses in line with milestone reports and progress reports.

3. MEMBERSHIP

Project Steering Committee Membership	
Applicant	City of Fremantle
Project Title	City of Fremantle Coastal Hazard Risk Management and Adaptation Plan
Name, position & email address	Agency
Patrick Ford, Manager City Design patrickf@fremantle.wa.gov.au	City of Fremantle
Emma Saikovski, Sustainability Project Officer	City of Fremantle

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emmasa@fremantle.wa.gov.au	
TBC	Councillor
Hannah Paget Senior Policy Planner Hannah.Paget@dplh.wa.gov.au	Department of Planning, Lands and Heritage
Michael Meuleners Project Manager Coastal Engineering Michael.Meuleners@transport.wa.gov.au	Department of Transport and Major Infrastructure (Coastal Engineer)
TBC	Fremantle Port Authority

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Coastal Hazard Risk Management and Adaptation Plan (CHRMAP) Working Group

Terms of Reference

The Coastal Hazard Risk Management and Adaptation Plan (CHRMAP), co-funded by the City of Fremantle, will help identify coastal hazards, asset vulnerability and community coastal values to define and prioritise appropriate responses along the Fremantle coastline, including the coastal erosion hotspot Port Beach and river estuarine areas.

1. Purpose

- 1.1 The functions and role of the Group are outlined in Schedule 2 and Schedule 3 of the Funding Agreement.
- 1.2 The purpose of the Group is to:
 - a. Deliver guidance and oversight on, and make decisions in relation to, all aspects of the Approved Project (CHRMAP), including but not limited to:
 - i. Reviewing Scope of Works;
 - ii. Assessment of Tenders (through recommendations of the Tender Assessment Panel);
 - iii. Provide discussion on the methodology for each milestone (as required);
 - iv. Make recommendations on the project objectives and outcomes;
 - v. Reviewing project deliverables including the Community and Stakeholder Engagement Plan, Draft and Final Plan; and
 - vi. Attend meetings as required.
 - b. If the Group cannot, despite reasonable efforts to do so, reach a consensus in relation to any of the matters set out in clause (a) above, the Applicant (City of Fremantle Council) will have the final decision.

2. Outcome

- 2.1 The Group will deliver the Project Program as provided in Schedule 1 of the funding agreement.

3. Membership

- 3.1 Members are to be appointed by the CEO, on behalf of Council and include:
 - a. One Elected Member
 - b. Two City Officers
 - c. One representative of the Fremantle Community
 - d. One representative from the Department of Planning, Lands and Heritage
 - e. One representative from the Department of Transport and Major Infrastructure (Coastal Engineer)

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4. Role of the group

- 4.1 The role of the Group is to provide technical coastal and planning skills to the Applicant (City of Fremantle Council) and ensure the project progresses in line with milestone reports and progress reports.

5. Presiding Member

- 5.1 The presiding member facilitates the meeting.
- 5.2 The presiding member will be appointed by the Chief Executive Officer.
- 5.3 If required, the group will select another member who will act as deputy presiding member of the meeting, in the absence of the presiding member.

6. Administration

- 6.1 City officers
 - a. provide an agenda to the members at least five (5) Business Days before each meeting;
 - b. take minutes and registers them in the City's record keeping system;
 - c. send the minutes to the group members, executive staff and elected members; and
 - d. prepare reports for council's consideration related to the group's advice, recommendations, or progress on the plan, as required.

7. Decision making

- 7.1 The Group has no decision-making authority.
- 7.2 If the Group cannot, despite reasonable efforts to do so, reach a consensus in relation to any of the matters set out in clause 1.2 (a) above, the Applicant (City of Fremantle Council) will have the final decision.

8. Frequency of meetings

- 8.1 As per agreed schedule set by the group.
- 8.2 Ad hoc meetings can be arranged by group members if required.

9. Term of membership

- 9.1 The City of Fremantle representatives term on the group will conclude on the day of the relevant Local Government Ordinary Election.
- 9.2 Appointment of City of Fremantle membership will be at the appropriate meeting following the relevant local government election.
- 9.3 The Group will remain active for approximately two years, or until the project is completed.

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Table of Changes to Terms of Reference	
Adoption/Amendment Details	Date of approval
Established (item number)	x
Amendments adopted (item number)	x



Department of Planning,
Lands and Heritage



Our ref: RLS/1166
Enquiries: William Schaefer, 6551 9141

Mr Glen Dougall
Chief Executive Officer
City of Fremantle
Via email to: GlenD@fremantle.wa.gov.au

Dear Mr Dougall

**REQUEST FOR COMMENT – METROPOLITAN REGION SCHEME AMENDMENT – CLAUSE 23
LIFTING OF URBAN DEFERMENT REQUEST – NORTH FREMANTLE URBAN PRECINCT**

As you are aware, the Department of Planning, Lands and Heritage (DPLH) is considering a request to lift the Urban Deferment for the North Fremantle Urban Precinct, as shown in **Attachment 1**.

The land was rezoned by the Western Australian Planning Commission (WAPC) from Industrial to Urban Deferred and Regional Open Space under Metropolitan Region Scheme (MRS) Amendment 1400/41 in August 2024. The Urban Deferred zoning required that the following key planning matters be resolved prior to lifting:

- Finalisation or substantial progression of the Future of Fremantle project;
- Confirmation of regional road and transport requirements in the locality;
- Confirmation of coastal foreshore reserve requirements; and
- Consideration of the Fremantle Port buffer.

The DPLH is progressing a report in order to seek WAPC determination of the request to lift the Urban Deferment for the North Fremantle Urban Precinct .

In the course of determining the request, and if supported, the WAPC may also resolve to concurrently amend the City of Fremantle Local Planning Scheme No. 4 (LPS 4) from the Industrial Zone to the Development Zone (or equivalent), pursuant to s.126(3) of the *Planning and Development Act 2005*, subject to consultation with the Local Government.

Accordingly, I would be grateful if you could kindly provide any comments in relation to the matter of concurrent amendment to regionplanningschemes@dplh.wa.gov.au by no later than **Monday 27 July 2026**.

140 William Street Perth WA 6000 | Locked Bag 2506 Perth WA 6001 | (08) 6551 8002
info@dplh.wa.gov.au | www.dplh.wa.gov.au
ABN 68 565 723 484

Should you have any queries, please contact William Schaefer, Senior Planner on 6551 9141
or via email to william.schaefer@dplh.wa.gov.au.

Yours faithfully



Rohan Miller
A/Executive Planning Director - Metro
Land Use Planning

6 July 2026

cc: Chloe Johnston, A/Director, Planning and Development, City of Fremantle
Nathan Blumenthal, Team Leader – Strategic Planning and Heritage, City of Fremantle

