Deed for the provision of Works in the Darling Downs Equestrian Park (DDEP) and the associated funding and collaboration

Between the

Shire of Serpentine Jarrahdale

and

The Darling Downs Residents Association

E22/5782 – Deed for the provision of Works

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The Parties

The **Shire of Serpentine Jarrahdale** (ABN 98 924 720 841), with a registered office at 6 Paterson Street, Mundijong, Western Australia (the 'Shire')

and

The **Darling Downs Residents Association** Incorporated (ABN 55 321 108 302), with a registered address at 51 Kentucky Drive, Darling Downs, Western Australian (the 'Association')

which are jointly referred to in this Deed as the Parties.

Part 1 – Background & Scope

1. Recitals

1.1 The Shire is vested with the care, control, and management of the Land, located within the Darling Downs Equestrian Park (DDEP). The extent of the DDEP is outlined in Annexures 1 and 2.

1.2 The Reserves and public Accessways in the DDEP are defined as Public Open Space (POS), which is under the management of the Shire.

1.3 The Association is a not-for-profit volunteer organisation operating within the Darling Downs Equestrian Estate (DDEE), which is a district of the area managed by the Shire.

1.4 The Association aims to appropriately support members of the User Community utilising the DDEP by conducting Works on behalf of the Shire. These Works include the initiation, implementation, or facilitation of appropriate maintenance and development of the Land, Improvements and Vegetation within the DDEP boundaries.

2. Objective and Scope of the Deed

2.1 The Parties have a shared interest in the maintenance, development, and utilisation of the DDEP. The Shire is responsible for managing the DDEP.

2.2 In compliance with this Deed, the Association is delegated by the Shire to conduct appropriate maintenance and developments in the DDEP to facilitate the User Community's use of the Land, Improvements and Vegetation.

2.3 This Deed outlines each Party's roles and responsibilities in relation to collaboration, remuneration and implementation of the tasks associated with this Deed.

2.4 The Parties enter into this Deed to outline each Party's roles and responsibilities in relation to the maintenance and management of the Land, Vegetation and Improvements in the DDEP. These roles include implementing planning, maintenance and the provision of resources to develop and maintain the DDEP in a safe and usable condition. Both parties agree that they will undertake their obligations and exercise their rights under this Deed in Good Faith and the spirit of cooperation.

3. Term

3.1 This Deed will be in operation from 12:01 AM on 1 July 2022 and will remain in force until 11:59 PM on 30 June 2027, unless Terminated per Part 6 or varied in compliance with Clause 38.

3.2 Some clauses within this Deed will survive Termination, as specified in Clause 31.

4. Definitions and interpretations

4.1 Defined terms used in this Deed have the first letter of the key words capitalised.

4.2 The defined terms used in this Deed are explained, and the clauses are to be interpreted, as specified in Annexure 1 unless otherwise required by the context or subject matter.

Part 2 – The Association's Objectives & Obligations

5. Overview

5.1 The Association will be responsible for planning, managing, implementing, and facilitating Works that fall within the capabilities of their volunteers and available equipment.

5.2 Longer-term planning of Improvements will be coordinated through the development and employment of the Strategic Development Plan (SDP) outlined in Clause 6.1. This strategic planning will include defining Improvements and other tasks that aim to be implemented up to three (3) calendar years after the date of the SDP's promulgation.

5.3 The Association shall gather and apply information on tasks that need to be conducted within the DDEP for the purposes of keeping the Land, Improvements, and Vegetation maintained appropriately. An indicative schedule of cyclical Works is provided in Annexure 3.

5.4 Significant Works required to meet the objectives defined in Clauses 5.2 and 5.3 will be documented and managed through the utilisation of the Works Register described in Clauses 6.2 and 11.3.

6. Planning

6.1 ***Strategic planning***

(1) The Association will develop and utilise the SDP in accordance with the schedule outlined in Clause 27.1. The key steps in this planning process will include:

(a) collecting and rationalising requirements for Improvements gleaned from the User Community and other stakeholders;

(b) presenting options for Improvements to the Association Members at the Annual General Meeting (AGM) each year and seeking authorisation through a vote to proceed with specified Works;

(c) updating the SDP based on the outcomes of the votes at the AGM;

(d) presenting the SDP to the Shire for authorisation of any additional funding required to support the Improvements, should the costs of these exceed the standard funding levels (as outlined in Clause 15.3); and

(e) coordinating the implementation of the Works in compliance with Clauses 7, 11.3 and 21.

6.2 ***Other Works planning***

(1) The Association shall maintain a Works Register, as outlined in Clause 11.3, which lists tasks that need to be conducted within the Darling Downs Equestrian Estate (DDEE).

(2) This Works Register shall broadly define the tasks that need to be completed and prioritise these for implementation.

(3) Agreed Works will be allocated for completion by the Association.

(4) Alternately, where the Association does not have the resources to complete the required Works, the Parties may agree that these activities will be completed jointly or by the Shire.

6.3 ***Collaboration with the Shire***

(1) The Association and the Shire will collaborate as defined in Part 3 and Part 4 of this Deed to plan and allocate tasks.

7. Implementation of the Works

7.1 The Association is committed to delivering the hours of effort defined in Table 1 during each of the Financial Years (FY) covered by this Deed.

Table 1: Planned hours of Association effort for each FY covered by this Deed

Financial Year	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27
Minimum planned hours of effort per FY	2000	2100	2200	2200	2200

7.2 These hours of effort will be allocated to the Workstreams defined in the SDP and the Works assigned to the Association within the Works Register. Such Works can include those types of effort outlined by the indicative Maintenance Plan provided in Annexure 3.

7.3 The Association agrees with the Shire to:

(1) undertake and complete agreed Works;

(2) comply appropriately with all reasonable directions of the Shire concerning the Works;

(3) manage risks associated with the Works and conduct activities in compliance with appropriate Occupational Health and Safety standards; and

(4) conduct the Works to an appropriate standard and the reasonable satisfaction of the Shire.

7.4 ***Vegetation Management***

(1) Prior to clearance or revegetation Works, where there is a significant risk to compliance with the Shire's Local Planning Scheme, Council Policy or State legislation, the Association shall discuss controls and implementation processes with appropriate Shire representatives. Where required, necessary permits and approvals will be obtained prior to conducting those Works. Defined controls will then be implemented appropriately to achieve the objectives of the Works.

(2) The Shire gives no warranty:

(a) as to the suitability of the Land for the Association to complete the Works; and

(b) that the Shire will issue any consents, approvals, authorities, permits or licenses required by the Association under any statute.

8. Training/Experience of volunteers

8.1 The Association must take appropriate steps to help ensure that volunteers undertaking pertinent Works:

(1) conduct the activities in compliance with appropriate Occupational Health and Safety requirements and standards; and

(2) have appropriate training and/or experience to conduct the Works, with particular emphasis on the safe operations of equipment they will be utilising to achieve their assigned Works.

9. Procurement, Management, Maintenance of Plant and Equipment

9.1 Key plant and equipment required to conduct the Works shall be procured, managed, and maintained by the Association.

9.2 The Shire will supply a second-hand tractor and an industrial-type mower to the Association, to be used for undertaking Works. The Association will be responsible for operation and maintenance of both of these items of equipment.

9.3 To ensure that the appropriate plant and equipment is available to complete the Works, the Shire shall provide funding as outlined in Clause 15.

9.4 In the event that this Deed is Terminated, or expires and is not renewed, assets (e.g. plant and equipment) that have been provided by the Shire to the Association to undertake the Works (including the tractor and mower listed in Clause 9.2), shall be returned to the Shire.

10. Financial Management

10.1 The Association agrees to:

(1) maintain a system of accounting, which appropriately complies with the Western Australian *Associations Incorporation Act 2015*, pertinent Australian Accounting Standards, and accepted financial management principles and practices;

(2) comply appropriately with its obligations under the Western Australian *Associations Incorporation Act 2015*, including the guidance and requirements for managing liquidity and paying debts, as and when they become due and payable;

(3) keep appropriate records of monies received from the Shire and funds expended by the Association (including invoices and receipts) in respect of its obligations under this Deed and provide the related information to the Shire upon written request;

(4) provide an Annual Financial Report as specified in Clause 11.5 and updates on cashflows in the Quarterly Reports (see Clause 11.4(1)(c)); and

(5) return any Uncommitted funds remaining at the end of each Financial Year to the Shire within thirty (30) days.

11. Reporting

11.1 The Association shall provide four types of standard reports to the Shire in compliance with the schedule outlined in Clause 27. These reports are the Strategic Development Plan (SDP), Works Register (WR), Quarterly Reports (QR) and the Annual Financial Report (AFR). The content of each of these reports is broadly outlined in the following clauses.

11.2 ***SDP***

(1) The Strategic Development Plan shall be developed and utilised as outlined in Clause 6.1. The SDP each year will be provided to the Shire by the end of the first full week in December. The Shire can then review proposed tasks that exceed the standard budget limits to determine whether these should be funded as outlined in Clause 15.3. Where such additional Improvements are approved, the Shire will supply these funds as a part of their standard budgeting processes.

11.3 ***Works Register***

(1) The Works Register will be maintained by the Association and made available to the Shire when updated. Additionally, the latest version of the Works Register will be forwarded with the Quarterly Report to facilitate discussion and task allocation during the meetings outlined in Clause 21.

11.4 ***Quarterly Report***

(1) The Association shall develop and deliver Quarterly Reports on the Association's activities to the Shire. These reports will cover the periods from 1 July to 30 September, 1 October to 31 December, 1 January to 31 March and 1 April to 30 June. Each Quarterly Report will supply the following information:

(a) ***Summary.*** The summary shall include the approximate hours of volunteer effort over the reported quarter, the total number of hours of volunteer effort over that FY, and the difference between the approximate and target number of hours for that FY. The target hours for volunteer effort in each FY will reflect those defined in Clause 7.1. The summary will also define the value of the effort based on the Agreed Hourly Rate.

(b) ***Approximate hours.*** The report will summarise the approximate hours of effort applied to each of the Workstreams during the period covered by the report.

(c) ***Accounts.*** A listing of cashflows over the reporting period will be provided. These cashflows will be related to the Workstreams and obligations under this Deed. The report will also include a bank reconciliation statement outlining the financial position of the Association concerning funds allocated under this Deed.

(d) ***A short update narrative.*** The report will also include a short narrative that explains progress and issues experienced by the Association over the quarter and proposals for resolutions where appropriate.

11.5 ***Annual Financial Report***

(1) The AFR will be provided to the Shire after each FY. This report will supply the following information regarding pertinent cashflows during the FY:

(a) ***Summary.*** A summary of expenditures will be provided, which will be related to each of the pertinent Workstreams.

(b) ***Reconciliation.*** A bank reconciliation statement will be included, which outlines the actual and reconciled balance of funds associated with this Deed.

(c) ***Transactions.*** The report will include a listing of financial transactions associated with this Deed and the implementation of the various Workstreams.

(d) ***Committed/Uncommitted Funds.*** The report will outline the Committed and Uncommitted funds at the end of the FY.

12. Insurance

12.1 The Association shall effect and maintain:

(1) adequate public liability insurance for a sum not less than $20 million;

(2) a policy of personal accident insurance including insurance in respect of volunteers conducting activities for the Association; and

(3) adequate theft and replacement insurance for assets, including those defined in Clause 9.1.

12.2 The insurances required by Clause 12.1 must be maintained with a reputable insurer.

12.3 Within four (4) weeks of their renewal, the Association shall provide the Shire with electronic copies of certificates of currency related to the insurance policies outlined in Clause 12.1.

12.4 The Association shall expeditiously provide a Notice to the Shire about insurance-related events as follows:

(1) when an event occurs, which gives rise to or might give rise to, a claim against the Association's insurance;

(2) if an event occurs which could prejudice an insurance policy held by the Association;

(3) when an insurance policy is significantly varied or cancelled; and

(4) pertinent progress reports on key activities related to the previous events outlined in this Clause 12.4.

13. Providing Contact Information for Notices

13.1 The Association shall provide point-of-contact information to the Shire to facilitate the issuance and receipt of Notices. Such contact information shall:

(1) include the names, email addresses, facsimile numbers (where available), and direct phone numbers for Association Members who will be responsible for coordinating different aspects of this Deed or receiving pertinent Notices;

(2) provide a nominated address for receiving mail, including registered mail deliveries; and

(3) be updated and provided expeditiously to the Shire if changes are required to the information defined in Clauses 13.1(1) and 13.1(2) (e.g. there is a change of Officer Holder as outlined in Clause 19.2).

Part 3 – The Shire's Objectives & Obligations

14. Collaboration

14.1 The Shire agrees to:

(1) collaborate with the Association as necessary to facilitate the planning and management of Works and tasks defined in the SDP and Works Register;

(2) provide requested and agreed support (as resources are available) to achieve the defined objectives and activities outlined in the SDP and Works Register;

(3) participate in the meetings outlined in Clause 21 to facilitate planning and implementation;

(4) provide funding as outlined in Clause 15; and

(5) collaborate with the Association to source funding through other channels to assist in achieving defined objectives and activities outlined in Association documentation, including the SDP and Works Register.

15. Funding the Association

15.1 In consideration of the Association complying with its obligations under this Deed, the Shire agrees to provide funding and support to the Association as defined in Table 2 and Clause 15.2.

Table 2: Baseline Funding to be provided to the Association for each FY covered by this Deed

Financial Year	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27
Baseline funding per annum	$15,000	$16,000	$16,000	$17,000	$17,000

15.2 ***Provision of Baseline Funding***

(1) The following steps shall be taken to formalise the provision of the standard funding for each FY as defined in Table 2:

(a) The Association shall provide the Quarterly Report for the period April to June (see Clause 11.4), the updated Works Register (see Clause 11.3) and the Annual Financial Report (see Clause 11.5) not later than the end of the second full week in July.

(b) The Shire and the Association shall meet as specified in Clause 21.3 to discuss the funding to be provided. If the Association has not supplied the hours of effort defined for the preceding FY (as specified in Clause 7.1) and there are no extenuating circumstances, such as Force Majeure, the Shire may reduce the amount of baseline funding for the new FY on an agreed prorate basis, as defined in the example provided in the following focus box. However, such reductions should not adversely affect the Association's ability to meet its objectives and obligations for that FY.

As an example, if the target level of effort for the reported FY was 2000 hours and only 1800 hours of effort was delivered, this would equate to only completing 90% of the required hours. In these circumstances, the Shire may reduce the amount paid for the new FY to 90% of the Uncommitted funds for the FY.

(c) The Association shall issue an invoice for the full amount stipulated in Table 2 or as varied per Clause 15.2(1)(b).

(d) The Shire will transfer the invoiced funding into the Association's nominated bank account within thirty (30) days of receiving the invoice issued in compliance with Clause 15.2(1)(c).

15.3 ***Additional Funding Requirements***

(1) Where additional funding is required to meet specified objectives defined in the SDP or to achieve shorter term imperatives, the following steps shall be taken:

(a) the Association shall raise the requirement with the Shire through a Notice and enter the requirement into the Works Register;

(b) the Association and the Shire shall collaborate to define the requirements for the tasks, source pertinent quotations, and develop a proposal for submission to the SoSJ Council;

(c) if the SoSJ Council approves the funding, and the Association will be implementing, coordinating, or managing the Works:

(i) the Shire shall raise an appropriate purchase order within a suitable timeframe;

(ii) the Association shall develop an invoice that reflects the pertinent purchase order and provide this to the Shire to formalise the funding requirements; and

(iii) the Shire shall pay the funds in accordance with the Association's invoice.

(d) if the SoSJ Council approves the funding, and the Shire will be implementing, coordinating or managing the tasks, the Shire will raise an appropriate purchase order and utilise the available money to complete the required tasks within a suitable timeframe.

16. Providing Contact Information for Notices

16.1 The Shire shall provide point-of-contact information to the Association to facilitate the issuance and receipt of Notices. Such contact information shall:

(1) include the names, email addresses, facsimile numbers (where available) and direct phone numbers for Shire staff or assigns who will be responsible for coordinating different aspects of this Deed or receiving pertinent Notices; and

(2) be updated and provided expeditiously to the Association if changes are required to the information defined in Clause 16.1(1) (e.g. a pertinent Shire employee leaves the organisation).

Part 4 – Coordination & Collaboration

17. Relationship between the Parties

17.1 The Shire and the Association agree that nothing in this Deed shall be construed or interpreted as creating between the Shire and the Association:

(1) an employer/employee relationship and no member of the Association is to be deemed to be an employee of the Shire as a direct result of the execution of this Deed;

(2) a commercial partnership, joint venture, franchise or another form of relationship, beyond those relationships explicitly mandated within this Deed; or

(3) the authority to act for, create or assume any responsibility or obligation of another Party beyond those aspects defined in this Deed.

17.2 The Association and Shire representatives shall collaborate as necessary to meet the objectives outlined in this Deed.

18. No Fetter

18.1 The Association acknowledges and agrees that no provision of this Deed constitutes a fetter on the discretion of the Shire, in the exercise by the Shire of any of its powers under any written law, including laws relating to planning, building or health.

19. Office Holder changes

19.1 The Association agrees to promptly advise the Shire in writing if there are significant changes in the Association's Office Holders.

19.2 After changes to the Office Holders, the Association will update the contact information, as outlined in Clause 13.1(3).

20. Reporting

20.1 The Association shall provide the reports outlined in Clauses 6.1, 6.2, 10.1(4),11, 12.3, 13.1 and 19. These reports shall be provided as defined in the timetable outlined within Clause 27.

20.2 The Shire will utilise these reports for decision making as well as monitoring of progress and effort. The content shall also be used to inform participants prior to the meetings described in Clause 21.

21. Meetings

21.1 *Overview*

(1) Three types of meetings will be conducted to facilitate coordination and management. These include Quarterly Planning Meetings (QPM), Annual Planning Meetings (APM), and Ad-Hoc Meetings (AHM). The QPM meetings will normally be conducted in October, January and April each year. The APM will normally be conducted in July each year. The AHMs will be convened when needed to coordinate activities between the Shire and the Association. The objectives and timeframes for these meetings are outlined in the following clauses.

21.2 *Quarterly Planning Meetings (QPM)*

(1) Unless jointly agreed otherwise by the Parties, QPMs shall be conducted within ten (10) Business Days of the receipt of each Quarterly Report and Works Register, as specified in Clauses 11.3, 11.4, and 27.1. To determine the date and time of each QPM, the Shire shall liaise with the Association to determine a mutually acceptable timeframe. The agenda for each QPM shall include:

(a) reviewing the Quarterly Report for the preceding period and determining shortfalls or problems that will need to be addressed;

(b) discussing the Works Register and SDP to determine tasks that will be undertaken over the following three (3) and six (6) month periods;

(c) any additional tasks identified for inclusion by the Shire in their DDEP assessments (as outlined in Clause 22); and

(d) allocation and acquittal of funding allocated per Clause 15.

21.3 *Annual Planning Meetings (APM)*

(1) The APM will normally be conducted in the latter part of July during each FY of the period covered by this Deed. Unless jointly agreed otherwise by the Parties, the APM will be conducted within ten (10) Business Days of the receipt of the Quarterly Report for the April to June quarter, the associated Works Register and the Annual Financial Report. The agenda for the APM shall include the following:

(a) review the last Quarterly Report, including the summary of effort for the entire FY, which will be assessed in terms of the target for the preceding FY (as defined in Clause 7.1);

(b) discuss and assess issues and achievements over the previous FY and determine agreed approaches for avoiding future problems;

(c) evaluate and discuss the Annual Financial Report developed in accordance with Clause 11.5, with particular emphasis on the balance and commitment of funding;

(d) negotiate (as required) and finalise the remuneration to be provided during the new FY, as outlined in Clause 15;

(e) discuss the Works Register and SDP to determine tasks that will be undertaken over the following twelve (12) months, including any additional tasks identified by the Shire in their DDEP assessments (as outlined in Clause 22); and

(f) allocate and phase the provision of funding for additional projects defined within the SDP or to meet short term imperatives as defined in Clause 15.3.

21.4 *Ad-Hoc Meeting (AHM)*

(1) Additional meetings may also be implemented as agreed by the Parties. These can include meetings so the Association and the Shire can discuss and plan for specific events, task allocation, cost changes, or timetabling issues. AHMs may also be called to coordinate requests for additional funding as defined in Clause 15.3(1)(b). The meetings can also be convened to discuss any situations where the quality of the Works varies significantly from the agreed levels, as an adjunct or part of the processes outlined in Clause 23 (Shire's Step-in Rights), and Clause 26 (Dispute Resolution). AHMs will also be utilised to negotiate

variations (see Clause 38) or following agreements (see Clause 39). In these meetings, the Parties will liaise to determine mutually suitable solutions and plans where possible.

22. DDEP Assessments and Quality Control

22.1 The Shire may assess the DDEP as required to maintain an overview of the state of the Land, Improvements, Vegetation and Works being undertaken by, or for, the Association. Additionally, the Shire may review and assess completed Works.

22.2 Where possible, one or more representatives of the Association will accompany the Shire's reviewer so that identified requirements can be expeditiously included in the Works Register. The Shire will liaise with the Association to identify an agreed timeframe for conducting formal assessments.

23. Shire's Step-in Rights

23.1 If the Shire forms the view (acting reasonably) that the Association will be unable to complete agreed Works, or the completed Works do not conform with the agreed specifications and requirements then:

(1) the Shire may issue to the Association a Notice requiring the Association to:

(a) rectify the identified problems; or

(b) cease the Works immediately or within an agreed timeframe; and

(c) submit to the Shire, within seven (7) days of the Delivery Time for the Notice, an appropriately detailed report on previous progress and a proposal for rectifying the identified Works problem; and

(d) attend, within fourteen (14) days of the Delivery Time for the Notice, a meeting with the Shire to discuss the progress and resolution of the Works (see Clause 21.4).

(2) If the Shire, following the meeting described in Clause 23.1(1)(d), forms the opinion (acting reasonably) that the Association will be unable to complete the Works to the Shire's reasonable satisfaction, the Shire may issue a Notice to the Association electing to take all action necessary to carry out and complete the Works. In these circumstances, the Association must relinquish to the Shire any Uncommitted funds it holds to implement those specific Works.

23.2 If the Shire elects to exercise its rights under Clause 23.1(2), the Association must do all things reasonably required by the Shire to facilitate the completion of the Works, including promptly novating or assigning to the Shire any contracts with third parties related to those Works upon written request of the Shire.

24. Promotion

24.1 The Association agrees to:

(1) promote the Shire in radio, printed or television advertisements/communications as and when these opportunities arise; and

(2) invite the Shire President, Councillors, and the Shire Chief Executive Officer to appropriate events (e.g. welcoming or opening ceremonies), as is appropriate to demonstrate the close collaboration between the Parties.

25. Notices

25.1 Notices mandated in connection with this Deed must be in writing using legible and understandable English.

25.2 Notices shall be forwarded to the pertinent Shire and Association representatives, who have been nominated as specified in Clauses 13.1 and 16.1.

25.3 ***Sending Notices***

(1) Notices may be despatched as follows:

(a) ***Email.*** Notices may be provided as emails if:

(i) the recipient Party has provided a registered email address for Notices in accordance with Clauses 13.1 or 16.1; and

(ii) the receipt of the email is acknowledged as being read by the recipient using either automated, semi-automated or manual means, which must provide a written receipt.

(b) ***Facsimile.*** Notices may be provided by facsimile if:

(i) the recipient Party has provided a registered facsimile for receiving the Notices in accordance with Clauses 13.1 or 16.1; and

(ii) the receipt of the facsimile can be authenticated through either automated or manual means, which must provide a written receipt.

(c) ***Other means.*** If the criteria defined in Clauses 25.3(1)(a) and 25.3(1)(b) cannot be met, then:

(i) Notices to the Shire will be delivered by hand, courier, registered mail or pre-paid mail to the Shire's registered office at 6 Paterson Road, Mundijong, Western Australia; and

(ii) Notices to the Association will be delivered by hand or sent by pre-paid mail, courier, or registered mail to the address as nominated in compliance with Clause 13.1(2).

25.4 ***Identified Delivery Time of Notices during Working Hours***

(1) The Delivery Time of a Notice received within Working Hours by the recipient shall be deemed as follows:

(a) in the case of email, when the message is correctly addressed to, and successfully transmitted to, that Party's email address and acknowledgment of receipt is recorded on the sender's computer;

(b) in the case of a facsimile, when the fax is sent to the correct number and an automated receipt is recorded by the sender's facsimile machine, or if this is not available, the time of manual dispatch of an acknowledgement from the recipient;

(c) in the case of delivery by courier or registered mail, the Delivery Time will be recognised as the date and time of delivery to a person at the pertinent site identified in Clause 25.3(1)(c);

(d) in the case of the Notice being despatched by next day delivery, the Delivery Time of the Notice will be considered as 4:00PM on the following Business Day to its posting;

(e) in the case of delivery by other forms of pre-paid post within Australia, the Delivery Time of the Notice will be considered as 4:00PM, three (3) Business Days after the date of posting; and

(f) if provided by hand, the Delivery Time will be recognised as the date and time of handing over the Notice to an appropriate person at the pertinent recipient's site, as identified in Clauses 25.3(1)(c)(i) or 25.3(1)(c)(ii).

25.5 ***Identified Delivery Time of Notices outside Working Hours***

(1) If a Notice is delivered or deemed to be delivered out of Working Hours for the recipient, the Delivery Time of the Notice will be assessed as 9:00AM on the next Business Day after the times outlined in Clause 25.4.

26. Dispute Management

26.1 ***Dispute Notices***

(1) The Parties agree that Dispute Notices will be managed as follows:

(a) A Party claiming that a Dispute has arisen must notify the other Party of the Dispute as a formal Notice. In doing so, the notifying Party must provide appropriate details related to the issues in Dispute.

(b) Notices of Dispute must be sent as a Notice in accordance with Clause 25.

(c) The Party receiving the Dispute Notice must provide a written acknowledgement response to the sender not later than the end of Working Hours on the Business Day after the Delivery Time (see Clauses 25.4 and 25.5).

(d) The response mandated by Clause 26.1(1)(c) may be provided using email to the sender who initiated the Dispute Notice. Alternately, the acknowledgement can be sent by appropriately expeditious means, ensuring that the initiator of the Dispute Notice receives the written response before the end of Working Hours two (2) Business Days after the Delivery Time.

(e) The initiating Party for the Dispute Notice shall confirm the delivery of the recipient's acknowledgement, which was forwarded in accordance with Clauses 26.1(1)(c) and 26.1(1)(d). This response must be in writing and may be sent by email or another appropriately expeditious means.

(f) The timing outlined in Clause 26.2 will commence from 9:00AM on the following Business Day from the date of receipt for the acknowledgement provided under Clauses 26.1(1)(c) and 26.1(1)(d) unless otherwise agreed in writing by the Parties ('Dispute Resolution Initiation Time').

26.2 ***Dispute Resolution***

(1) The Parties agree that Dispute resolution will be managed as follows:

(a) During the ten (10) Business Days period after the Dispute Resolution Initiation Time (or a longer period agreed in writing by the Parties) ('Negotiation Period'), the Parties must apply reasonable efforts to cooperate, with the intent to resolve the Dispute.

(b) If the Dispute is not resolved within the Negotiation Period, the Parties must meet as soon as practicable thereafter and agree on:

(i) a process for resolving the Dispute other than by litigation or arbitration (such as by further negotiations, mediation, conciliation or expert determination);

(ii) the procedural rules and a timetable for the conduct of the selected mode of proceeding;

(iii) the procedure and timetable for any exchange of documents and other information relating to the Dispute;

(iv) whether or not the Parties should seek the assistance of a dispute resolution organisation or person; and

(v) a procedure for the selection and compensation of any independent organisation or person engaged by the Parties to assist in resolving the Dispute.

26.3 If the Parties cannot agree on a process for resolving the Dispute within twenty (20) Business Days after the end of the Negotiation Period, the Dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012*. The Shire and the Association may each be represented by a legal practitioner.

26.4 ***Continued Performance of Obligations***

(1) The Parties will continue to perform their respective obligations under this Deed, pending resolution of the Dispute.

26.5 ***Good Faith***

(1) The Parties agree that they will participate in Good Faith with the Dispute resolution process outlined in this Clause 26.

Part 5 – Schedule

27. Milestone Dates

27.1 The parties agree to provide the mandated deliverables in accordance with Table 3. However, these approximate dates may be varied by the mutual written agreement of the Parties.

Table 3: Cyclical milestone dates for deliverables and key reporting activities

Milestone/Deliverable	Responsible Party/Parties[1]	Normal Deadline
The Association shall provide the Quarterly Report (QR) for the April to June quarter (see Clause 11.4), updated Works Register (WR) (see Clause 11.3), and the Annual Financial Report (AFR) (see Clause 11.5) to the Shire	Association	End of the second full week of July
Conduct the Annual Planning Meeting (APM) (see Clause 21.3)	Shire & Association	Late July (within ten (10) Business Days of receipt of the QR, WR & AFR)
The Association will provide an invoice for the provision of agreed funding for the year (see Clause 15.2(1)(c)) to the Shire ('Post APM Invoice')	Association	Within five (5) Business Days of the APM
The Shire will supply funding as per the Post APM Invoice	Shire	Within thirty (30) days of the date of the Post APM Invoice (see Clause 15.2(1)(d))
The Association will conduct its Annual General Meeting (AGM) and, during this meeting, ratify projects/Workstreams for inclusion in the Strategic Development Plan (SDP) (see Clause 6.1)	Association	During the last two weeks of September
The Association will provide the QR and updated WR to the Shire for the end of the July to September quarter (see Clause 11.4)	Association	End of the second full week of October
Conduct the Quarterly Planning Meeting (see Clause 21.2)	Shire & Association	Late October (within ten (10) Business Days of receipt of the QR & WR)
The Association will provide the updated SDP to the Shire	Association	End of the first full week in December (see Clause 11.2)
The Association will provide the QR and updated WR to the Shire for the end of the October to December quarter (see Clause 11.4)	Association	End of the second full week of January
Conduct the Quarterly Planning Meeting (see Clause 21.2)	Shire & Association	Late January (within ten (10) Business Days of receipt of the QR & WR)

1. Where more than one Party is shown in this second column, the first Party mentioned shall take the lead in coordinating the associated activity.

Milestone/Deliverable	Responsible Party/Parties(1)	Normal Deadline
Agreed additional funding requirements outlined in the SDP are to be forwarded to the SoSJ Council for budgetary discussions and authorisation if agreed (see Clause 15.3)	Shire	In February, as required by the Shire's budgeting processes
The Association will provide the QR and updated WR to the Shire for the end of the January to March quarter (see Clause 11.4)	Association	End of the second full week of April
Conduct the Quarterly Planning Meeting (see Clause 21.2)	Shire & Association	Late April (within ten (10) Business Days of receipt of the QR & WR)
The Association will provide updated Certificates of Currency for Association insurances (see Clause 12.3)	Association	Within four (4) weeks of their renewal

Part 6 – Termination

28. Causes and Methods for Termination

28.1 This Deed will automatically Terminate at the end of the Term outlined in Clause 3.1 unless varied in accordance with Clause 38.

28.2 The Association agrees that the Shire may also Terminate this Deed by Notice if:

(1) the Association passes a Special Resolution to cancel or wind up the Association; or

(2) the Association is in breach or default of its obligations under this Deed and fails to rectify or remedy the breach or comply with the Dispute resolution process outlined in Clause 26.

28.3 The Association may terminate this Deed by Notice if:

(1) the Shire is in breach or default of its obligations under this Deed; and

(2) fails to rectify or remedy the breach or comply with the Dispute resolution process outlined in Clause 26.

28.4 Notwithstanding any other provision in Clauses 28.1, 28.2 and 28.3, the Parties agree that either Party may also Terminate this Deed upon providing a formal Notice to the other Party.

29. Notice of Termination

29.1 Where Termination of this Deed is initiated prior to the end of the Term, the following Notice of Termination is required:

(1) Termination in accordance with Clause 28.2(1): A minimum of sixty (60) days' Notice to allow the Association to be wound-up effectively.

(2) Termination in accordance with Clause 28.2(2): A minimum of thirty (30) days' Notice once the appropriate activities identified in Clause 26.3 have been completed.

(3) Termination in accordance with Clause 28.3: A minimum of thirty (30) days' Notice once the appropriate activities identified in Clause 26.3 have been completed.

(4) Termination in accordance with Clause 28.4: Six (6) months.

30. Consequences of Termination

30.1 The Association and the Shire agree that Termination by either Party is without prejudice to other rights or remedies of either Party arising from the Deed or from a breach or default by either Party of obligations under this Deed.

30.2 The Parties shall continue to perform their respective obligations under this Deed in Good Faith until the Termination is finalised.

30.3 Uncommitted funds provided by the Shire to the Association shall be returned to the Shire within thirty (30) days of the Termination date.

30.4 Some clauses of this Deed shall survive Termination as outlined in Clause 31.

31. Survival

31.1 The Deed will remain valid as to any obligation incurred prior to the Termination of this Deed.

31.2 The rights and obligations of the Parties that would by their nature or context be intended to survive the Termination shall so survive. These include Clauses 17.1, 18, 31, 34.1(2), 35.1(3) and 37.

Part 7 – General Obligations & Provisions

32. Ownership of Improvements

32.1 The Association acknowledges and agrees that all Improvements, including Improvements implemented as a result of activities related to this Deed, are the Shire's property.

32.2 This Deed confers no interest or rights to the Land or Vegetation to the Association, except for those defined in this Deed.

33. Indemnity

33.1 The Association agrees to:

(1) indemnify the Shire from and against claims, demands, writs, actions and suits which may be brought or made against it by a party in connection with loss of life, injury, or the loss or damage to property, which is directly attributable to Works completed by the Association, to the extent that the same has been caused, or was contributed to, by negligent, wrongful or unlawful acts or omissions of the Association or its representatives; and

(2) indemnify the Shire against claims for compensation payable for damages which may arise in, or directly out of, the Works completed by the Association, to the extent that the same has been caused, or was contributed to, by negligent, unlawful or wrongful acts or omissions of the Association or its representatives.

33.2 The Association agrees to do all things reasonable to assist the Shire in defending any claim arising from the Works that are subject to the indemnity contained in Clause 33.1.

34. Confidentiality and Disclosure

34.1 Each Party undertakes and agrees to:

(1) not make public announcements or statements, or publish or release information related to this Deed, or proposed collaboration, without prior communication to the other Party; and

(2) keep confidential information that it receives from the other Party, which is marked as 'Confidential', or 'In-Confidence', or which a Party notifies the other Party is confidential.

35. Waiver

35.1 The Parties mutually covenant and agree that:

(1) no right under this Deed is waived or deemed to be waived except by Notice signed by the Party waiving the right;

(2) a waiver by one Party under Clause 35.1(1) does not prejudice its rights in respect of any subsequent breach of other non-waived rights defined in this Deed by the other Party; and

(3) a Party does not automatically waive its rights under this Deed because it grants an extension or forbearance to the other Party.

36. Severance

36.1 If any part of this Deed is, or becomes, void or unenforceable that part is or will be, severed from this Deed to the intent that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

37. Applicable Law

37.1 This Deed shall be governed by the laws of the State of Western Australia and, where applicable, the Commonwealth of Australia. Legal proceedings relating to this Deed must be brought exclusively in the courts of Western Australia.

38. Variation

38.1 Modifications and variations to this Deed, on which both Parties agree, may be applied and executed in conformance with standard contractual and legal practices.

39. Continuation of agreement

39.1 Unless this Deed is Terminated prior to the end of the Term in accordance with Clauses 28.2, 28.3, or 28.4, the Parties shall commence negotiations regarding an extension or replacement of the existing Deed at least ten (10) months before the end of the Term.

39.2 Should both Parties desire to implement an extension or replacement of the existing Deed, the Parties shall negotiate in Good Faith, with the objective of completing the drafting of the new agreement in enough time to allow the SoSJ Council to ratify the arrangement and for the Parties to execute the new Deed prior to the end of the current Term.

Part 8 – Execution of the Deed

40. Responsibilities and Acknowledgements

40.1 Both Parties agree to bear costs they incur in connection with the preparation and execution of this Deed.

40.2 The rights, duties and obligations of the Shire and the Association under this Deed are not assignable but are personal to the Shire and the Association.

40.3 This Deed:

(1) has not been made under duress by, to, or from any party;

(2) may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument;

(3) shall become effective upon signature by the authorised officials listed below, and from the Date of Execution, to cover the Term defined in Clause 3.1;

(4) will remain effective until Terminated as specified in Part 6 of this Deed; and

(5) may be modified by mutual consent of the Parties as specified in Clause 38.

40.4 The following signatories acknowledge that they have reviewed and agree with the requirements specified in this Deed and have the authority to enter into this Deed on behalf of their respective organisations.

Executed by the Parties as a Deed on ..... 2022 ('Date of Execution')

Executed for and on behalf of the DARLING DOWNS RESIDENTS ASSOCIATION Incorporated (ABN 55 321 108 302) (the Association) by:

DDRA President's Signature	*DDRA Vice-President's Signature*
Bruce Alexander Hilliard *Full Name*	Peter Benson *Full Name*
154 Comic Court Circuit, Darling Downs, WA, 6122 *Address*	31 Rain Lover Court, Darling Downs, WA, 6122 *Address*
28/6/22 *Date Signed*	28/6/2022. *Date Signed*

THE COMMON SEAL OF)
SHIRE OF SERPENTINE Jarrahdale)
(ABN 98 924 720 841))
Was hereunto affixed by a)
Resolution of Council and in accordance with the)
Provisions of the *Local Government Act 1995* (WA))
In the presence of)

29 JUNE 2022
Date

by:

Signature of Shire President	Michelle Rich *Print name of Shire President*
Signature of Chief Executive Officer	PAUL MARTIN *Print name of Chief Executive Officer*

Annexure 1 – Definitions and Interpretations

1. Definitions of Terms Used

1.1 In this Deed, unless the contrary intention explicitly appears:

(1) 'Accessway' means a parcel of land which vests in the Crown 'for the purpose of conservation or protection of the environment or a waterway, pedestrian accessway, right-of-way or reserve' (s20A(1) *Town Planning and Development Act 1928*).

(2) 'Ad-Hoc Meetings' or 'AHM' refer to the meetings defined in Clause 21.4.

(3) 'Agreed Hourly Rate' is a nominal rate agreed between the Shire and the Association to provide a benchmark for assessing the value of the Association's effort. For this Deed, the Agreed Hourly Rate is $35.

(4) 'Annual Financial Report' or 'AFR' refers to the report outlined in Clause 11.5.

(5) 'Annual Planning Meetings' or 'APM' refer to the annual meetings that are conducted as outlined in Clause 21.3 and scheduled as per Clause 27.

(6) 'Association Members' are Ordinary Members of the Darling Downs Residents Association Incorporated (DDRA), as defined in the DDRA Rules of Association.

(7) 'Association' refers to the Darling Downs Residents Association Incorporated (DDRA).

(8) 'Business Day' means any day which is not a Saturday, Sunday, or a public holiday (within the meaning of the *Public and Bank Holidays Act 1972*) in Western Australia.

(9) 'Committed' funds are those finances allocated by the Association to complete planned Works, procurements, maintenance, funding for expenditures, or SDP/other projects.

(10) 'Darling Downs Equestrian Estate' or 'DDEE' means that portion of the suburb of Darling Downs, within the Serpentine-Jarrahdale Shire, in Western Australia, which groups properties and the Land within the boundary shown in the indicative diagram provided in Figure 1 of Annexure 2.

(11) 'Darling Downs Equestrian Park' or 'DDEP' refers to the indicative area shown in Figure 1 within Annexure 2, which comprises the Land, Improvements and Vegetation. This area does not include adjoining properties and boundary fencing between the DDEP and those adjoining properties or other structures not provided by the Shire or the Association as Improvements.

(12) 'Deed' means this Deed as supplemented, amended or varied in compliance with Clause 38.

(13) 'Delivery Time' refers to the defined date and time of receipt by the addressee for a Notice, as outlined in Clauses 25.4 and 25.5.

(14) 'Dispute' means a conflict or disagreement between the Parties related to the implementation or application of this Deed. Disputes can include disagreements related to a point of law, or application of the Deed, or a conflict of claims or rights, an assertion of right, or a claim or demand on one side, which is met by contrary claims or allegations by another Party.

(15) 'Dispute Notice' refers to a type of Notice provided as a part of the Dispute management process outlined in Clause 26.

(16) 'Dispute Resolution Initiation Time' refers to the defined start time for initiating Dispute resolution as defined in Clause 26.1(1)(f).

(17) 'Financial Year' or 'FY' refers to a period of 12 months starting on 1 July in one year and finishing on 30 June of the following calendar year.

(18) 'Force Majeure' refers to events that are beyond the control or authority of an affected Party. These events include Acts of God, war, hostilities, terrorism, strikes, riot or civil unrest, pandemics, actual or anticipated interruptions that have an impact on operations or Works, embargoes, refusals or delays in granting licenses or approvals, unforeseen actions of Governments or regulatory bodies, weather or climatic conditions that impact on Works and related activities, earthquake, fires, floods or other natural disasters, pollution or contamination that affects task or the DDEP, unforeseeable failure of the provision of services or utilities, or unforeseen actions of third parties that impact on Works completion or related activities.

(19) 'Good Faith' conforms with the general tenets of implementing cooperation, reasonableness, honesty, proper purpose, legitimate interest, and the avoidance of so-called 'bad faith' philosophies when participating in collaboration, negotiation, and interactions between the Parties.

(20) 'Improvements' include fencing or other forms of area demarcation, equestrian jumps, bridle trails, tracks, equine arenas, gates, signage, and other structures provided within the DDEP for the benefit of the Shire, Association or the User Community. For the avoidance of doubt, Improvements do not include fencing or other structures erected, owned, or part-owned by residents or other persons whose properties bound the DDEP or who have a pecuniary or legal interest in the DDEP and the associated structures. Improvements include those already established at the time of execution of this Deed and those developed over the Term of this Deed.

(21) 'Land' within the DDEP includes the surface of the earth encompassed within the boundaries of Reserves R35601, R35603, R35701, R35702, R35706, R38830, R39190, and Lot 55 Empire Rose Court (Diagram 75039).

(22) 'Negotiation Period' refers to the period for Dispute resolution as defined in Clause 26.2(1)(a).

(23) 'Maintenance Plan' means the indicative plan of Works outlined in Annexure 3 of this Deed.

(24) 'Notices' refer to the formal transmission of written information between the Parties as defined in Clause 25.

(25) 'Notice of Termination' refers to the amount of time required between the Delivery Time of the Notice and the execution of the Termination, as stipulated in Clause 29.

(26) 'Office Holders' for the Association include the President, Vice President, Secretary and Treasurer, as defined in the DDRA Rules of Association.

(27) 'Parties' include both entities defined on Page 4 of this Deed and include their successors and assigns.

(28) 'Party' refers to each entity defined on Page 4 of this Deed and includes its successors and assigns.

(29) 'Post APM Invoice' refers to the invoice for funding described in Clause 15.2(1)(c).

(30) 'Public Open Space' or 'POS' refers to 'land set aside for the purpose of public enjoyment and protection of unique, environmental, social and cultural values for existing and future generations.' (*Department of Sport and Recreation, WA Government, 2012, Classification frameworks for public open space, p. 5*).

(31) 'Quarterly Planning Meetings' or 'QPM' refers to the meetings defined in Clause 21.2 and scheduled as outlined in Clause 27.

(32) 'Quarterly Reports' refer to the reports defined in Clause 11.4.

(33) 'Reserve' means land set aside as reserved for one or more purposes in general compliance with s41 of the *Land Administration Act 1997*.

(34) 'Shire' means the Shire of Serpentine-Jarrahdale (SoSJ).

(35) 'Significant Works' mean Works expected to take more than 15 minutes of effort to achieve the required outcome.

(36) 'SoSJ Council' refers to the Council and Councillors elected to represent the constituents in the Shire of Serpentine-Jarrahdale, in accordance with the *Local Government Act 1995*.

(37) 'Special Resolution' has the meaning defined in the DDRA Rules of Association.

(38) 'Strategic Development Plan' or 'SDP' refers to the document developed by the Association and utilised as outlined in Clauses 6.1, 11.2, 15.3 and 27.1.

(39) 'Term' means the period set forth for in this Deed, as defined in Clause 3.1.

(40) 'Terminate', 'Terminated' or 'Termination' means the end of the Deed on expiration, or when concluded before the expiration of the Term, which can include reference to the process and consequences related to ending this Deed, as explained in Part 6.

(41) 'Uncommitted' funds are those finances allocated in relation to Clause 15, which have not been Committed.

(42) 'User Community' means individuals or groups utilising the Land, Improvements or Vegetation within the DDEP in an authorised manner and exploiting their rights to use this Public Open Space.

(43) 'Vegetation' includes trees, bushes, and other flora within the boundaries of the DDEP, which are nurtured or controlled to help manage erosion, conservation, and usability of the area. Vegetation includes plants or parts of plants, both living and dead.

(44) 'Working Hours' are deemed to be from 9:00AM to 5:00PM on Business Days.

(45) 'Works Register' is the document that outlines agreed tasks to be conducted by the Parties as outlined in Clauses 6.2, 11.3 and 21.

(46) 'Works' means activities undertaken by the Association, or for and on behalf of the Association by its officers, members, contractors or authorised persons. For the avoidance of doubt, this includes Works associated with maintaining or developing the Land, Improvements, or Vegetation within the area of the DDEP.

(47) 'Workstreams' refer to individual tasks or groups of tasks required to manage and complete the Works and related activities, as defined in the SDP.

2. Interpretation

2.1 In this Deed, unless otherwise stated :

(1) all capitalised defined terms will have the meanings ascribed to them in this Deed, as specified in Section 1 of Annexure 1;

(2) words suggesting the singular include the plural and vice versa;

(3) words suggesting any gender include any other gender;

(4) references to the organisations that entered into this Deed include reference to employees, volunteers, or parties associated with them, dependant on the context unless explicitly stated otherwise;

(5) cross-references to parts, clauses and sections within the Deed refer to the part, clause or section number within this Deed unless otherwise specified, and include reference to associated and subordinate clauses and sub-clauses unless specified otherwise;

(6) references to any agreement, statute, ordinance, code, regulation, award, town planning scheme, law, by-law, requisition, instrument, or standard document are to that document as amended, novated, supplemented, varied or replaced;

(7) use of the words 'includes' or 'including' means without limitation, unless the contrary intention appears;

(8) a reference to time refers to the local time in Western Australia unless specified otherwise within this Deed;

(9) all dollar amounts specified in this Deed are in Australian dollars unless specifically stated otherwise;

(10) if a day on, or by which, an obligation must be performed, or an event must occur, is not a Business Day, the obligation must be performed, or the event must occur, on or by the next Business Day;

(11) where a term is defined in this Deed, another part of speech or grammatical form of that term has a corresponding meaning;

(12) the Parties shall take reasonable steps to ensure that actions defined in this Deed are not omitted; and

(13) the covenants and obligations on the part of the Parties not to do or omit to do action defined in this Deed includes covenants not to permit that act or thing to be done or omitted by a person or third party authorised or assigned by a Party in relation to that action.

Annexure 2 – Scope of the DDEE & DDEP

1. Indicative Plan of the DDEE and DDEP

1.1 Figure 1 illustrates the areas delineated as:

(1) the Darling Downs Equestrian Estate (DDEE), which is indicated as being contained within the indicative red dotted boundary;

(2) the Darling Downs Equestrian Park (DDEP), with the Reserves and Accessways covered in this Deed, highlighted in yellow; and

(3) other paths, easements and Reserves within the boundary of the DDEE, which are not subject to this Deed, are highlighted in green.

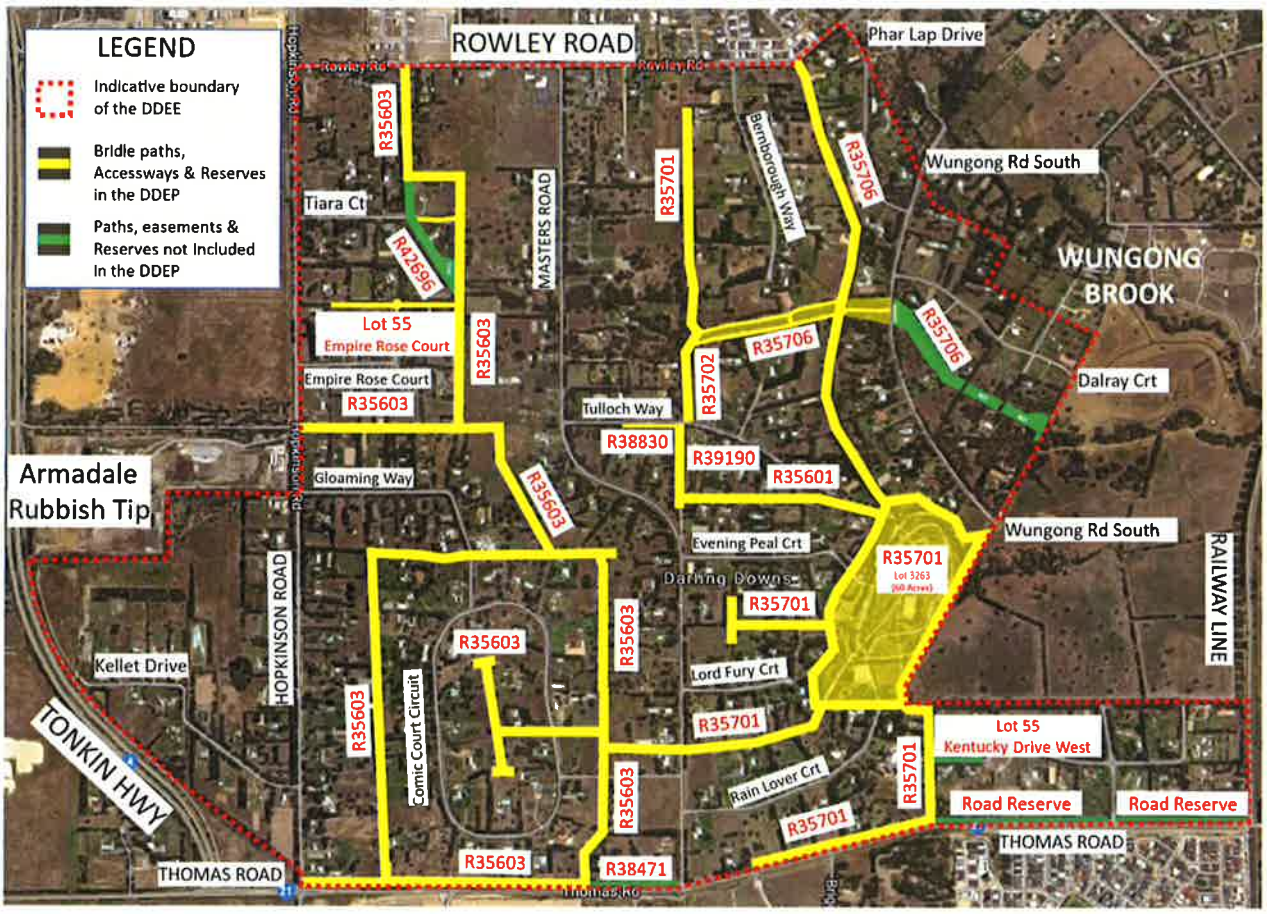

Figure 1: Indicative plan of the DDEE and DDEP

2. Approximate extent of the DDEP

2.1 The approximate extent of the DDEP is defined as follows:

(1) The total area of the DDEP: ~ 74 hectares

(2) Length of bridle trails under management: ~ 15.6 kilometres

(3) Length of Warm-Up track in Reserve R35701: ~ 1.4 kilometres

(4) Length of drainage ditches within the DDEP: ~15.6 kilometres

Annexure 3 - Indicative Maintenance Plan

1. Indicative Maintenance Plan

1.1 Table 4 provides the indicative Maintenance Plan referred to in Clauses 5.3 and 7.2. The content in this table is not designed as a definitive listing of the tasks that will be conducted but is included to provide broad guidance on the types of Works that are typically undertaken with particular emphasis on Workstreams 4 (Vegetation management) and Workstream 8 (Maintenance activities). The ticks provided in this Table indicate the expected frequency and seasonality of different tasks.

1.2 The level of effort allocated to different Works will be subject to a range of variables, which include: evolving needs, seasonal requirements, the level of engagement by stakeholders/volunteers through their support of the various tasks, the availability of funding, and the availability of equipment/facilities. The scheduling will also be driven by the objectives laid out in the Works Register and the Strategic Development Plan (SDP).

1.3 The Works Register and the SDP will provide the definitive schedule of planned Works.

1.4 It is intended that most of these Works will be funded through the Association's standard budget allocation (see Clauses 15.1 and 15.2). Where additional funding is needed to meet specific requirements, these shall be resourced as outlined in Clause 15.3.

Table 4: Indicative Maintenance Plan for the DDEP

Item#	Activities	Summer/ Autumn	Winter	Spring	Continuous	As needed	Description/Remarks
1	Collection and removal of fallen branches and trees within the DDEP	✓	✓	✓		✓	Fallen/dead branches and trees are collected and piled in suitable locations to be burned during Winter (see Item #3).
2	Pruning or removal of Vegetation that poses risks or obstructions to the User Community, Improvements, the area, and other Vegetation in the DDEP					✓	DDRA volunteers can undertake minor Works. Substantial tasks or tasks at height may need to be managed by the Shire.
3	Burning of debris (e.g. branches, dead Vegetation, etc.) collected through Items #1 and #2.		✓	✓		✓	Materials collected through the preceding two activities are burnt during Winter or as authorised during Fire Permit periods.
4	Slashing/mulching/mowing and herbicide spraying of grass and intrusive Vegetation along bridle trails, cross country tracks, trails, and walkways within the DDEP		✓	✓		✓	Slashing/mulching/mowing is done for aesthetic reasons, risk reduction (e.g. fire risk reduction) and weed control. Timing is subject to seasonal variations. Spraying is typically conducted for Vegetation growth on the tracks, trail edges, carparks and around the edges of jumps. Timing is subject to seasonal variations.

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10.5.4 Attachment 2

Item#	Activities	Summer/ Autumn	Winter	Spring	Continuous	As needed	Description/Remarks
5	Slow-warm-up Track maintenance in Reserve R35701					✓	This is an ongoing task that requires regular treatment of the surface (e.g. at least several times each week) to help ensure rider/horse safety whilst they are using the facilities.
6	Surface maintenance, repairs or refurbishment for agreed bridle trails, tracks and Accessways in the DDEP					✓	DDRA volunteers or engaged contractors can undertake smaller Works. Substantial tasks need to be managed or resourced by the Shire.
7	Maintenance of jumps in Reserve R35701					✓	Replace/repair/maintain posts, rails, logs, and other structural elements as required.
8	Maintenance of arena areas in Reserve R35701					✓	Resurface/refurbish the arena surfaces when required, using appropriate materials.
9	Maintenance of fencing and gates within the DDEP, including the arenas and day yards					✓	Replace/repair fencing, chicanes, horse-control structures, and gates within the boundaries of the DDEP.
10	Removal and reuse or disposal of manure from the manure pit associated with the day yards in Reserve R35701				✓	✓	This will be an ongoing task once Workstream 1 (Day Yards) is completed.
11	Maintenance of the rest area facilities in the DDEP.				✓	✓	Minor maintenance on tables/chairs and the surrounding area will be conducted. Support for larger tasks will be required from the Shire.
12	Planting of Vegetation in Reserve R35701 when required and as planned		✓	✓		✓	Planting will be implemented as agreed through Workstream 4 initiatives. When selecting species for replanting, the Association shall comply with Clause 7.4.
13	Drainage/drain maintenance (e.g. Identify/address drain blockage/impediment issues throughout the DDEE)	✓	✓			✓	The Association will conduct drain inspections in the DDEP. Association volunteers can undertake some minor Works. Substantial tasks need to be managed or resourced by the Shire.
14	Grading and upgrade of carparks in Reserve R35701					✓	The Association will undertake appropriate minor tasks. Substantial tasks need to be managed or resourced by the Shire.

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10.5.4 Attachment 2

Item#	Activities	Summer/ Autumn	Winter	Spring	Continuous	As needed	Description/Remarks
15	Implementation of developments defined in the Strategic Development Plan (SDP)					✓	Workstream activities defined in the SDP shall be implemented as defined in that document.
Additional activities and costs related to the achievement of the objectives							
16	Provision of necessary insurances to cover the Work activities and assets, as defined in Clause 12					✓	These costs will be funded within the budget outlined in Clause 15.
17	Procurement, operation and maintenance of the plant and equipment used to undertake the Works				✓	✓	The Association shall pay for the provision of labour, materials, parts, and consumables to operate and maintain, repair, and replace plant and equipment required to undertake the Works, as outlined in Clause 9. Funding for these activities will be provided to the Association in accordance with Clause 15.
18	Communication (Workstream 20)				✓	✓	The Association shall support the distribution of information mandated as a priority within the *SoSJ Equine Strategy*. This will include developing/maintaining a website, leveraging social media, and using other modes of communication as appropriate.
19	Management and coordination (Workstream 0)				✓	✓	The Association shall coordinate the Works and other related activities mandated by this Deed and the associated Workstreams.

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10.5.4 Attachment 2