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In all cases notices are published on page 2 and readers are urged to check accordingly prior to contacting State Law Publisher.

JOHN A. STRIJK,
Government Printer.

AGRICULTURE

AG401**PLANT DISEASES ACT 1914**

In accordance with the requirements of Section 12 of the Plant Diseases Act 1914 I hereby declare the area within a 10km radius of the Dwellingup Post Office to be infested with the pest Codling Moth (*Cydia pomonella*).

MONTY HOUSE, Minister for Primary Industry; Fisheries.

AG402**MARKETING OF POTATOES ACT 1946**

Agriculture Western Australia,
South Perth.

408/86 V4

I, Montague Grant House, being the Minister for Primary Industry; Fisheries in the State of Western Australia, appoint pursuant to Section 7 and 12 of the Marketing of Potatoes Act 1946, Roger John Hussey as Chairman for a term expiring on 20 February 2003, and Mrs Pauline Tew as a member for a term expiring on 20 February 2001, of the Potato Marketing Corporation of Western Australia.

MONTY HOUSE, Minister for Primary Industry; Fisheries.

AG403**MARKETING OF MEAT ACT 1971**

Agriculture Western Australia,
South Perth WA 6151.

Agric. 860114 V4

I, Monty House, Minister for Primary Industry, acting in accordance with the provisions of section 7 of the Marketing of Meat Act 1971, hereby appoint Mark John Bahen as Chairman and Michael John Smith as a member of the Western Australian Meat Marketing Corporation for terms of office expiring on 3 March 2001.

MONTY HOUSE, Minister for Primary Industry; Fisheries.

ENERGY

EC301*

GAS CORPORATION ACT 1994
GAS TRANSMISSION REGULATIONS 1994
**GAS TRANSMISSION (PROPOSED DETERMINATION OF GAS QUALITY
SPECIFICATIONS) NOTICE 1998**

Given by the Coordinator under regulation 201 (2) (a) of the *Gas Transmission Regulations 1994*.

Citation

1. This notice may be cited as the *Gas Transmission (Proposed Determination of Gas Quality Specifications) Notice 1998*.

Proposed determination of gas quality specifications

2. (1) For the purposes of regulation 201 (1) (a) of the *Gas Transmission Regulations 1994* the corporation with the approval of the Coordinator proposes to determine the gas quality specifications for category A gas, category B gas and category C gas in accordance with the table set out below.

(2) The corporation proposes to make the determination on 22 February 1998, with effect from 8.00 a.m. on 23 February 1998.

Component	Category A Gas	Category B Gas	Category C Gas
Maximum carbon dioxide (mol %)	3.6	4.0	4.0
Maximum inert gases (mol %)	5.5	6.0	6.0
Minimum higher heating value (MJ/m ³)	37.3	37.3	37.3
Maximum higher heating value (MJ/m ³)	42.3	42.3	42.3
Minimum Wobbe Index	47.3	47.3	47.3
Maximum Wobbe Index	51.0	51.0	51.0
Maximum total sulphur (mg/m ³)			
– unodorised gas	10	10	10
– odorised gas	n/a	20	20
Maximum Hydrogen Sulphide (mg/m ³)	2	2	2
Maximum Oxygen (mol %)	0.2	0.2	0.2
Maximum Water (mg/m ³)	48	48	48
Hydrocarbon dewpoint over the pressure range 2.5 to 8.72 Mpa absolute	Below 0°C	Below 0°C	Below 0°C
Maximum radioactive components (Bq/m ³)	600	600	600
Minimum extractable LPGs (t/TJ)	1.45	n/a	n/a

LES FARRANT, Coordinator of Energy.

EC302*

**DAMPIER TO BUNBURY PIPELINE ACT 1997
GAS TRANSMISSION ACCESS ORDER 1998**

Made by the Minister under section 48 (1).

Citation

1. This order may be cited as the *Gas Transmission Access Order 1998*.

Definitions

2. In this order—

“**eligible person**” means an existing shipper or a prospective shipper;

“**threshold amount**” means—

- (a) for the period ending on 31 December 1999, 250 terajoules or more of gas;
- (b) for the period after 31 December 1999 and ending on 31 December 2001, 100 terajoules or more of gas;
- (c) for the period after 31 December 2001 and ending on 30 June 2002, 1 terajoule or more of gas.

Application of clause 2 (1) of Schedule 1 to the Act

3. (1) Until 30 June 2002, clause 2 (1) of Schedule 1 to the Act applies to the making available of contractual rights to access to spare capacity or developable capacity to the extent that—

- (a) the person to whom the rights are to be made available is an eligible person as defined in clause 2 of this order;
- (b) the gas to be transported under those rights is to be transported to—
 - (i) a single metered connection to the privatized DBNGP system; or
 - (ii) a gas distribution system in which the gas is to be then transported to a single metered connection to that gas distribution system;
 and
- (c) the gas to be transported under those rights is to be for consumption on a site on which at least the threshold amount defined in clause 2 of this order is to be consumed in a period of 12 consecutive months.

(2) After 30 June 2002, clause 2 (1) of Schedule 1 to the Act applies without limitation to the making available of contractual rights to access to spare capacity or developable capacity.

COLIN BARNETT, Minister for Energy.

FAIR TRADING

FT301*

HOME BUILDING CONTRACTS ACT 1991

HOME BUILDING CONTRACTS AMENDMENT REGULATIONS 1998

Made by the Governor in Executive Council.

Citation

1. These regulations may be cited as the *Home Building Contracts Amendment Regulations 1998*.

Principal regulations

2. In these regulations the *Home Building Contracts Regulations 1992** are referred to as the principal regulations.

[* Reprinted as at 17 October 1997.]

Regulation 4 amended

3. Regulation 4 of the principal regulations is amended by inserting after subregulation (6) the following subregulation—

“

(7) The form of contract set out in Schedule 7, prepared by the Housing Industry Association Limited, is prescribed for use for contracts for home building work involving alterations and additions to existing dwellings, but this subregulation does not affect copyright in that form of contract.

”.

Schedule 6 amended

4. (1) Schedule 6 to the principal regulations is amended by deleting “**Form 31**” and substituting the following—

“ **Form 31B** ”.

- (2) Schedule 6 to the principal regulations is amended by deleting

“

IMPORTANT DISCLAIMER

Whilst this Agreement has been designed to comply with the provisions of the *Home Building Contracts Act 1991*, no person should use or rely on the contents of this Agreement without first obtaining advice from their own solicitor. This Agreement is sold and distributed on the terms and understanding that the Housing Industry Association Limited and the National Kitchen and Bathroom Association and their officers, consultants and professional advisers

are not responsible for any error in or omission from the Agreement or its failure to comply with the provisions of the *Home Building Contracts Act 1991* or any other law, Housing Industry Association Limited and National Kitchen and Bathroom Association and their officers, consultants and professional advisers expressly disclaim all and any responsibility to any person whether a party to the Agreement or not in respect of anything, either included in or omitted from the provisions of this Agreement and anything, and the consequences of anything, done or omitted to be done by any such person in reliance, whether wholly or partially, upon the whole or any part of the provisions of this Agreement.

and substituting the following—

“

IMPORTANT NOTICE

Persons intending to use this form of contract should carefully read and examine the document before signing it to ensure that it contains all of the terms, conditions and provisions of their agreement. If any person is unsure as to the nature of the document or its terms, conditions or provisions, then they should seek legal advice from a Solicitor before signing it.

”

Schedule 7 added

5. After Schedule 6 to the principal regulations the following Schedule is added—

“

SCHEDULE 7

[reg. 4]



HOUSING INDUSTRY ASSOCIATION LIMITED
ACN 004 631752



**LUMP SUM BUILDING CONTRACT
FOR
ALTERATIONS & ADDITIONS**

IMPORTANT NOTICE

Persons intending to use this form of contract should carefully read and examine the document before signing it to ensure that it contains all of the terms, conditions and provisions of their agreement. If any person is unsure as to the nature of the document or its terms, conditions or provisions then they should seek legal advice from a Solicitor before signing it.

The Builder named in Item 1 of the Schedule hereto (“the Builder”) **HEREBY AGREES** with the Owner named in Item 2 of the Schedule (“the Owner”) as follows:

1. AGREEMENT TO BUILD

- (a) The Builder agrees to build and complete for the Owner the Alterations and Additions building work (“the Works”) upon the land and existing improvements described in Item 3 of the Schedule (“the Site”) in a proper and workmanlike manner and in accordance with this Contract and the attached Drawings and Specifications, inclusive of all attached Addenda to Specifications agreed between the parties and, for the purpose of identification, signed by each of them, (the “Contract Documents”) for the price, terms and conditions herein and ensure the Works are adequately supervised for this purpose. The Contract Documents signed by the parties shall constitute the entire Contract between the parties.
- (b) (i) Where there is a difference or inconsistency between the Contract Documents, they will be construed in the following order of precedence: Lump Sum Building Contract, Addenda to Specifications, Drawings, Specifications.
- (ii) Any difference between scaled dimensions and figures on the Drawings shall be resolved by using and applying the figures. Drawings to a larger scale shall take precedence over drawings to a smaller scale.

© Copyright Housing Industry Association Limited **Form 38**

- (c) Where the Owner requires a lender to provide finance for the Works, the Owner shall use his or her best efforts to obtain the finance as defined in Item 4 of the Schedule. If the Owner is unable to obtain such finance within the period stated in Item 4 of the Schedule, then this Contract shall, unless the parties otherwise agree, be terminated.

- (d) The Builder shall not perform any of the Works nor make any demand for any payment under this Contract including any deposit until the Builder has given the Owner a certificate in the approved form that evidences the taking out of a policy of insurance that complies with Part 3A of the *Home Building Contracts Act 1991* in respect of the Works (Home Indemnity Insurance). Except for the Builder's interest in this Contract and the legal requirement for it to be arranged in respect of the Works, the Builder receives no benefits in relation to arranging Home Indemnity Insurance. The Builder further confirms that Home Indemnity Insurance may be arranged with an insurer of the Owner's choice. Item 13 of the Schedule sets out the premium anticipated to be paid by the Builder for Home Indemnity Insurance. If the Builder is unable to obtain Home Indemnity Insurance, from an insurer nominated by the Owner on terms and conditions acceptable to the Builder, the Builder may terminate this Contract by notice in writing to the Owner and the Owner shall pay to the Builder all direct costs paid or payable by the Builder for the purpose of obtaining the building licence up to the time of termination. If the Builder is unable to obtain Home Indemnity Insurance, where no insurer has been nominated by the Owner, on terms and conditions acceptable to the Builder, then the Builder may terminate this Contract by notice in writing to the Owner and the Builder shall be liable for all direct costs paid or payable by the Builder for the purpose of obtaining the building licence up to the time of termination.

2. NECESSARY APPROVALS

- (a) Subject to Clause 2 (b), this Contract is conditional upon:
- (i) a building licence under Part XV of the *Local Government (Miscellaneous Provisions) Act 1960* being issued in respect of the Works within FORTY FIVE (45) working days from the date of this Contract;
 - (ii) the Owner and the Builder acknowledging in writing within that period that each of them accepts any condition attached to the licence;
 - (iii) it becoming lawful under "the Water Act" (as defined in section 9 (6) of the *Home Building Contracts Act 1991*) within FORTY FIVE (45) working days from the date of this Contract for the Works to be commenced; and
 - (iv) the Owner and the Builder acknowledging in writing within that period that each of them accepts any direction that may be given by the Water Corporation under "the Water Act" in connection with the carrying out of the Works.
- (b) A condition referred to in Clause 2 (a) does not apply to this Contract:
- (i) to the extent that the subject matter of the condition was completed before this Contract was entered into; or
 - (ii) where the only work to be performed under this Contract is the construction or carrying out of "associated work" (as defined in section 3 (1) of the *Home Building Contracts Act 1991*) or any other work prescribed for the purpose of section 9 (5) (c) of that Act.
- (c) The Builder shall:
- (i) do all things that are reasonably necessary to be done to ensure that any condition referred to in Clause 2 (a) (i) and (iii) applicable to this Contract is fulfilled; and
 - (ii) not unreasonably decline to accept a condition or direction referred to in Clause 2 (a) (ii) or (iv) that applies to this Contract.
- (d) The Owner shall:
- (i) do all such things as may be required to be done by the Owner to ensure that any condition referred to in Clause 2 (a) (i) and (iii) applicable to this Contract is fulfilled; and
 - (ii) not unreasonably decline to accept a condition or direction referred to in Clause 2 (a) (ii) or (iv) that applies to this Contract.

- (e) If a condition referred to in Clause 2 (a) (i) and (iii) applicable to this Contract is not fulfilled, the consequences to, and the rights and remedies of, the parties are as set out in Clause 22.

3. OWNER'S WARRANTIES

- (a) The Owner warrants that:
 - (i) The Owner has title to the land on which the work is to be undertaken and the Owner is lawfully entitled to build on the Site.
 - (ii) The Site is subject only to those encumbrances, restrictive covenants and easements detailed in Item 5 of the Schedule.
 - (iii) The Builder has access to the Site for the purposes of this Contract or will be given access not later than the date by which the Builder is required to commence the Works in accordance with Clause 9 (a).
 - (iv) The existing fences on the Site adequately delineate the Site boundaries.
 - (v) The Site will support the Works.
 - (vi) Unless otherwise agreed, the Builder will have access free of charge to existing toilets and handwashing facilities, drinkable water (at normal mains pressure), power and gas.
 - (vii) The Owner authorizes the Builder to apply for and take out Home Indemnity Insurance in respect of the Works.
- (b) The Owner warrants he or she is able to pay the Contract Price, and within TEN (10) days of receipt of a notice in writing by the Builder requiring it, shall evidence this capacity in writing. Failure to do so entitles the Builder to terminate this Contract immediately by notice in writing given to the Owner within a further TEN (10) days, unless satisfaction is dependent on any of the Conditions stated in Clause 1 (c) or 27.
- (c) Unless the Builder has prepared or caused to be prepared the Contract Documents, the Owner warrants the same are accurate, free of error and consistent in every respect and do not infringe copyright, letters patent or registered design and the Owner shall indemnify the Builder against any action, claim, costs or expenses arising from any breach of this warranty.
- (d) Subject to sub-Clause (c) hereof and where the Contract Documents have not been prepared or caused to be prepared by the Builder, any discrepancy or error in the Contract Documents shall be dealt with in accordance with Clause 12 (b) or (d).

4. BUILDER'S DUTIES

- (a) In addition to the requirements of Clause 2 the Builder shall obtain any permits or licences that are required to build the Works pursuant to all statutes, codes, ordinances, rules, regulations, proclamations or orders of any officer and/or body lawfully empowered to make or issue the same.
- (b) The Builder shall comply with all relevant statutes, regulations and local laws and any lawful orders or directions made thereunder which relate to the Works and shall indemnify the Owner from and against all monies payable thereunder and for monies payable for any breach thereof provided that the Builder shall not be liable to indemnify the Owner for any breach caused by third parties other than the Builder or the Builder's agents.
- (c) If a variation of the Contract Documents or Works is necessary to enable the Builder to comply with Clause 4 (a) & (b) it shall be dealt with in accordance with Clause 12 (b) or (d).

5. CONSTRUCTION CONDITIONS

(a) Record of Damage:

Before the date of possession, the Owner shall inspect the Site together with the Builder, who shall prepare a record of visible defects to the site which shall be signed by both parties.

(b) Site Boundaries:

If the Builder has any reasonable doubt as to the accuracy or true position of the boundaries of the Site and considers that it is necessary to engage a licensed surveyor to survey and adequately peg, re-peg or delineate the Site and the position of the Works thereon, then this shall be dealt with as a variation in accordance with Clause 12 (b) or (d).

(c) Structural Support:

If, at any time, the Builder becomes aware, based upon reasonable grounds, that the Site may not support the Works and considers it necessary to engage a practising structural engineer to inspect and certify the Site is capable of supporting the Works as proposed, then this additional cost shall be dealt with as a variation in accordance with Clause 12 (b) or (d).

(d) Existing Hidden Structural Defects:

The Builder has not allowed for the making good of any hidden structural defects that may only become evident as a consequence of the Works. When exposed, any such defects shall be dealt with as a variation in accordance with Clause 12 (b) or (d).

(e) Excessive Structural Costs:

If the practising structural engineer's inspection and certification shows that additional structural support costs will be incurred then these additional costs shall be dealt with in accordance with Clause 12 (b) or (d) except that where the additional costs to be incurred exceed 5% of the Contract Price, the Owner may by notice in writing terminate this Contract.

(f) Materials or Workmanship Methods Dissimilar to Existing:

Unless otherwise specified, as materials and workmanship methods readily available and/or applicable today may be dissimilar to those in the period the existing building was built, it is agreed the intention is not to replicate existing details exactly, but to build the Works in harmony with the existing building while complying with current building regulations and practice.

(g) Hard Digging or Other Unforeseen Requirements:

Unless otherwise specified in the Contract Documents, digging requiring the use of pick, axe, crowbar, blasting or machinery and the removal of rocks, soil, dewatering, pile and keel to sewer lines and consequent restoration and drainage of the Site or other such unforeseen requirements have not been allowed for in this Contract and shall be dealt with as a variation in accordance with Clause 12 (b) or (d).

(h) Power and Water Not Available

In the event power and water are not available the Builder's reasonable costs and expenses incurred due to power and water not being so available, shall be dealt with in accordance with Clause 12 (b) or (d).

6. THE CONTRACT PRICE

- (a) The price for the Works shall be the amount set out in Item 6 of the Schedule which shall be subject to the adjustments and variations provided for in this Contract. The price so adjusted shall hereinafter be called the "Contract Price".

(b) If there is a delay in the commencement of the Works beyond the period of FORTY FIVE (45) working days after the date of this Contract being a delay:

- (i) that is caused solely by the failure of the Owner to comply with a condition imposed on the Owner by this Contract, including the provisions of Clause 3 (b); or
- (ii) that occurs without any failure on the part of either the Owner or the Builder to comply with their obligations under this Contract

then the consequences to, and the rights and remedies of, the parties are as set out in Clause 22 (d) and (e).

(c) If further costs are actually imposed on or incurred by the Builder as a direct consequence of a written law of the State of Western Australia or the Commonwealth of Australia or on account of an increase in any tax, duty or other charge imposed under any such law after the date of this Contract then the Builder shall be entitled to increase the Contract Price to reflect such further costs. The Builder shall notify the Owner of such further costs and specify to the Owner when such further costs are payable.

7. DEPOSIT AND PROGRESS PAYMENT

The Owner shall pay to the Builder the Contract Price in the following manner:

- (a) Provided that the requirements of Part 3A of the *Home Building Contracts Act 1991* have been complied with, upon the signing of this Contract the Owner shall pay to the Builder the deposit set out in Item 7 of the Schedule.
- (b) The Owner shall pay to the Builder the balance of the Contract Price by way of progress payments upon the following conditions:
 - (i) Within FIVE (5) working days of the service upon the Owner of a notice by the Builder that any of the Works described in Column 'A' of Item 7 of the Schedule have been completed the Owner shall pay to the Builder that portion of the Contract Price mentioned opposite those Works in Column 'B' of Item 7 having taken into account any adjustments in accordance with Clauses 11 and 12.
 - (ii) Where finance for the Works is being provided by a lender, the Owner shall immediately on signing this Contract authorize and direct the lender to make progress payments in accordance with Clause 7 (b) (i).
 - (iii) Any dispute as to the value of the Works completed or the state of the Works at any particular time shall be determined in accordance with Clause 18.
 - (iv) If any progress payment or final payment is not made within the times specified the Builder shall be entitled to charge interest thereon at the percentage rate per annum set forth in Item 8 of the Schedule as and from the date upon which the payment fell due until the date upon which the payment is made and the Builder may in addition to any other remedy which he or she may have against the Owner suspend the Works pending payment.

8. SECURITY

The Owner hereby charges the land constituting the Site with the due payments to the Builder of all the monies that will and/or may become payable hereunder and irrevocably authorizes and consents to the Builder lodging an absolute caveat in respect of the Site to protect the Builder's interests herein.

9. TIME FOR PERFORMANCE

- (a) Subject to this Contract the Builder shall commence the Works within the number of working days specified in Item 9 (a) of the Schedule or as soon

thereafter as may be reasonably practicable calculated from the latest of the following dates:

- (i) on which the Owner shall have complied with the conditions referred to in Clause 2;
 - (ii) on which the Owner shall have complied with any notice given by the Builder pursuant to Clause 3 (b);
 - (iii) on which the Builder is satisfied that the boundaries of the Site have been adequately delineated;
 - (iv) on which provision has been made for adequate water supply to the Site, and
 - (v) on which the Builder has received approval from all relevant authorities.
- (b) Subject to this Contract the Builder shall complete the Works (bring the Works to Practical Completion C Clause 19 (a)) by the time specified in Item 9 (b) of the Schedule. The time for completion of the Works may be extended in accordance with Clause 9 (c) in the event of delay caused by or resulting directly or indirectly from any of the following causes:
- (i) any of the following events which affect directly or indirectly access to or the condition of the Site or the Works or any person engaged on or material employed in or to be employed in or in relation to the Works, namely: acts of God, fire, explosion, earthquake, civil commotion, theft or acts of vandalism, flooding, inclement weather, strikes, industrial action, lock-outs or holidays granted in accordance with industrial awards, fires, vehicle accidents, unavailability of labour, vehicles or equipment or permits required.
 - (ii) any alterations to the Works.
 - (iii) any instruction or delay of instruction by or any omission of the Owner.
 - (iv) any deliberate and substantial prevention of or interference with the Works or the progress thereof caused by the Owner.
 - (v) any delay in the supply of materials or transport.
 - (vi) any proceedings being taken or threatened by any disputes with adjoining or neighbouring owners concerning the continuation or variation of delivery to or completion of the Works upon the Site.
 - (vii) any cessation of work pursuant to Clause 7 (b) (iv).
 - (viii) any delay in the commencement of or continuance with the Works, caused by or resulting from an order or directive of a relevant authority or proceedings before the Builders' Registration Board or the Disputes Committee, the Registrar, a mediator, an arbitrator or a Court.
 - (ix) any delay caused by proper investigation of any of the above by the Builder or the Owner.
- (c) Upon the happening of any of the events aforesaid the Builder shall be entitled to seek or make a variation by way of extension of the time for completion of the Works in accordance with the provisions of Clause 12 (b) or (d).

10. POSSESSION OF THE SITE AND ACCESS TO THE WORKS

- (a) The Builder shall be given exclusive possession of the Site and shall be entitled to remain in possession until the Contract Price has been paid in full by the Owner.

- (b) Where it is agreed that the Owner shall remain in possession of part of the Site during the construction of the Works by the Builder, unless otherwise specified, the Owner shall:
 - (i) Ensure free and clear access to the Works is maintained for the Builder for all the Builder's normal working hours.
 - (ii) Before the date of possession, remove all the carpets, furniture and moveable items from the building area, and any shed, tree, plant or garden in the way of the Works.
 - (iii) Ensure the Builder always has all-weather access to the Site including being able to move all vehicles, machinery, equipment and materials necessary for the Works freely over the Site.
 - (iv) Take whatever steps necessary for the safekeeping, control and supervision of all pets that are liable to prevent easy access to the Works by the Builder.
- (c) The Owner or an "authorized person" as defined in section 26 (3) of the *Home Building Contracts Act 1991* shall be given access to the Site to carry out the relevant inspections, provided that such inspections are made during the Builder's normal working hours and such inspections do not unreasonably impede or interfere with the Works.
- (d) Neither the Owner nor any person acting on the Owner's behalf shall give or be entitled to give at any time, directions to the Builder's tradespersons or subcontractors on the Site or elsewhere relating to the Works.
- (e) After Practical Completion the Builder shall be entitled to reasonable access to the Site to complete the Builder's obligations under Clause 14.
- (f) If non-compliance with the requirements of this Clause by the Owner involves the Builder in loss or expense beyond that reasonably provided for by this Contract, the amount of such loss or expense shall be paid by the Owner to the Builder.

11. PROVISIONAL SUMS AND PRIME COST ITEMS

- (a) Where Provisional Sums or Prime Cost Items are included in the Contract Price, the Owner shall, within FIVE (5) working days of receiving a request from the Builder, supply to the Builder in writing, all necessary directions and selections regarding the work and/or goods comprised in any Provisional Sums and Prime Cost Items.
- (b) Provisional Sums stated in Item 11 (a) of the Schedule or detailed in the Contract Documents include:
 - (i) the total cost to the Builder for materials, subcontractor charges, delivery to the Site and installation; and
 - (ii) an additional amount calculated as the percentage set out in Item 11 of the Schedule of the cost in Clause 11 (b) (i) for the Builder's supervision, overhead and profit.
- (c) The Prime Cost Item amounts stated in Item 11 (b) of the Schedule or detailed in the Contract Documents, exclude the costs of delivery to the Site, the cost of installation, fixing, supervision, overhead and profit which are included in the Contract Price.
- (d) Upon completion of the work the subject of a Provisional Sum or on installation of an item the subject of a Prime Cost Item, or at the next progress payment notice, the Builder shall provide the Owner with an itemised statement stating the cost for the work or the items, calculated in accordance with the provisions of Clauses 11 (b) and (c) hereof, and the Contract Price shall be adjusted accordingly and paid in accordance with Clause 7.

12. VARIATIONS

- (a) If the Owner wishes to make any variation to the Works and/or the Contract Documents the Owner or the Owner's agent shall give the Builder a written request for such variation. The Builder may decline to agree to the variation requested but in the event that the Builder is prepared to agree to the variation:
- (i) the Builder shall prepare and give to the Owner or the Owner's agent a variation document setting out the terms of, and the cost to be incurred on account of, the variation;
 - (ii) the Owner or the Owner's agent shall sign and return the variation document to the Builder;
 - (iii) the Builder or the Builder's agent shall sign and insert in the variation document the date that the Builder signs it and forward a signed copy to the Owner or the Owner's agent as soon as is reasonably practicable thereafter and before the work to which the variation relates is commenced; and
 - (iv) the variation shall be carried out as if it were part of the Works under the Contract.
- (b) The Builder shall be entitled to vary all or any of the Works and/or the Contract Documents made necessary by:
- (i) any written direction lawfully given by a building surveyor or other person acting under a written law; or
 - (ii) circumstances that could not reasonably have been foreseen by the Builder at the time when this Contract was entered into if the Builder gives to the Owner, within the time specified in Clause 12 (c), a statement setting out the reason for, and the cost to be incurred on account of, the variation and a copy of any direction referred to in Clause 12 (b) (i)

PROVIDED THAT Clause 12 (b) (ii) shall not enable the Builder to make any variation by reason only of an increase in the costs of labour (including related overhead expenses) or materials or both, to be incurred by the Builder.

PROVIDED ALSO THAT where an Owner is given a statement by the Builder for the purposes of Clause 12 (b) (ii) and the Owner considers that the variation is not one to which Clause 12 (b) (ii) applies then the Owner may make an application to the Disputes Committee for relief under section 17 of the *Home Building Contracts Act 1991* within FOURTEEN (14) days of being given the statement.

- (c) The Builder shall give the statement referred to in Clause 12 (b) to the Owner within FOURTEEN (14) days after the Builder:
- (i) received notice of the direction under Clause 12 (b) (i); or
 - (ii) became aware or should reasonably have become aware, of the circumstances referred to in Clause 12 (b) (ii), as the case may be.
- (d) If any variation to the Works and/or the Contract Documents is required pursuant to Clause 3 (d), 4 (c), 5 (a)-(h) or 21 but not as a result of a direction under Clause 12 (b) (i) or the circumstances referred to in Clause 12 (b) (ii) then:
- (i) the Builder shall prepare and give to the Owner a variation document setting out the terms of and the cost to be incurred on account of the variation so required.
 - (ii) if the Owner signs and returns the variation document to the Builder then the provisions of Clause 12 (a) (iii) and (iv) shall also apply to the variation.

- (iii) if the Owner does not sign and return the variation document to the Builder within FIVE (5) working days of being given the variation document then the Builder shall be entitled to either carry out the work required but without any adjustment to the Contract Price or to terminate this Contract pursuant to Clause 16 (g).
- (e) The price of a "variation" shall, unless previously agreed in writing, be calculated as follows:
 - (i) If the amount is additional to the Contract Price it shall be equal to the cost of the labour and materials supplied together with other costs properly incurred as a consequence thereof plus that percentage of such additional costs as set forth in Item 11 (c) of the Schedule and shall be added to the Contract Price, and unless previously paid, shall be added to the next progress payment due after the work is done.
 - (ii) If it shall result in a decrease in cost the amount of such decrease shall be deducted from the Contract Price and shall be equal to the cost of labour and materials and other costs properly saved, and any such decrease shall be deducted from the final payment hereunder.
- (f) The Owner shall obtain the consent of the Owner's lender (if any) prior to requesting or authorising the Builder to carry out extra work or to vary the Works in any way.
- (g) The Builder may, at any time prior to the commencement of any building work that is to be performed by way of a variation pursuant to the provisions of this Contract, by notice in writing require the Owner to satisfy the Builder that the Owner is able to pay the cost to be incurred on account of the variation by production of evidence in writing and if the Owner shall fail to do so within TEN (10) working days of the receipt of such notice the Builder may terminate this Contract immediately by notice in writing given to the Owner within a further TEN (10) days.

13. INSURANCE

NOTE: Warning to Owner

- (i) Most building and/or contents insurance policies will not cover the Owner for damage occurring to the existing improvements and contents during construction of alterations and additions.
- (ii) Either the Owner or the Builder should take out specific insurance cover for this, as nominated in Item 10 of the Schedule.
- (iii) It is the Owner's responsibility to have any items supplied by the Owner adequately insured.

INSURANCE OF EXISTING IMPROVEMENTS AND CONTENTS

(a) (i) RESPONSIBILITY OF THE OWNER

Where indicated in the Schedule, the Owner shall insure in the joint names of the Owner and the Builder against any loss or damage to existing improvements and contents for their full replacement value, whilst the Works are being done. The Owner shall, upon request, deliver to the Builder evidence of such insurance.

Should the Owner fail to take out such insurance or, upon request, fail to deliver to the Builder evidence of such insurance, the Builder may take out the insurance and the cost shall be added to the Contract Price in accordance with Clause 12 (e).

(ii) RESPONSIBILITY OF THE BUILDER

Where indicated in the Schedule, the Builder shall insure in the joint names of the Owner and the Builder against any loss or damage to existing improvements and contents for their full replacement value, whilst the Works are being done.

Should the Builder fail to take out such insurance or, upon request, fail to deliver to the Owner evidence of such insurance, the Owner may take out the insurance and deduct the premium from the Contract Price.

- (iii) Should the parties fail to nominate the Owner or Builder in Item 10 of the Schedule, then Clause (a) (i) above shall apply.

(b) INSURANCE OF THE WORKS

In addition to any insurance cover which the Builder is obliged to obtain for the Works under Part 3A of the *Home Building Contracts Act 1991*:

- (i) The Builder shall in the joint names of the Builder and the Owner and the Owner's lender (if any) insure against damage, loss or theft to the full value under this Contract (plus the requisite amount to cover additional costs of demolition and removal of debris, architects, engineers, quantity surveyors and consultant's fees) all work done and materials and goods upon the Site whether fixed or unfixated except for goods belonging to the Owner or a third party and shall keep such work, materials and goods insured until the Works are delivered up to the Owner upon Practical Completion and upon request deliver to the Owner evidence of such insurance and such insurance shall be against all liability, loss, action, claim or proceedings in respect of fire, explosion, earthquake, flood, lightning, storm and tempest, rioting, civil commotion and the negligent or wilful act of any third party.
- (ii) Should the Builder fail to take out such insurance the Owner may insure the Works as aforesaid and the premiums paid by the Owner in relation thereto shall be deducted from the Contract Price. Upon settlement of any claim under a policy as aforesaid the Builder shall rebuild or repair the Works and replace or repair the materials or goods destroyed within a reasonable time of such settlement.

(c) INJURY TO PERSONS

The Builder shall insure against any legal liability, loss, damage, claim, demand, or proceedings due to personal injury or death of any person arising out of or in the course of the Works, other than due to the negligent act or omission by the Owner or of any person for whom the Owner may be responsible.

(d) INJURY TO PROPERTY

The Builder shall insure against any liability, loss, damage, claim, demand, or proceedings in respect of any injury or damage to any property which may arise out of building the Works, except injury or damage arising out of a negligent act or omission of the Owner or any person for whom the Owner may be responsible, except as already insured in Clause (a) above.

(e) WORKERS COMPENSATION AND SUBCONTRACTOR LIABILITY

The Builder shall insure against any liability, loss, damage, claim or proceedings whatsoever to or by any person employed by the Builder or the Builder's subcontractors in or about the Works arising at common law or by virtue of any statute relating to workers' compensation or employers' liability except where such liability, loss, damage, claim or proceeding is caused by the negligence act or omission of the Owner or any person for whom the Owner may be responsible.

(f) INSURANCE FOR OWNER SUPPLIED ITEMS

The Owner is responsible for and undertakes to have any items supplied by the Owner adequately insured against damage, loss or theft until the Owner takes possession of the Works.

14. DEFECTS LIABILITY PERIOD

- (a) Except where the Owner has taken possession of the Works without the consent of the Builder and subject to Clause 14 (c) and (d), the Builder shall make good at the cost of the Builder as soon as reasonably practicable defects in the

Works notified in writing to the Builder within the period specified in Item 12 of the Schedule.

- (b) In Clause 14 (a): “**defect**” means a failure C
 - (i) to perform the Works in a proper and workmanlike manner and in accordance with this Contract; or
 - (ii) to supply materials that are of merchantable quality and reasonably fit for the purpose for which the Owner required the Works to be performed, not being a failure for which the Builder is specifically declared by this Contract to be not liable.
- (c) The Builder’s liability under Clause 14 (a) shall be reduced to the extent of any exemptions prescribed from time to time for the purpose of section 11 (3) of the *Home Building Contracts Act 1991*.
- (d) The Builder shall not be liable to remedy any damage or rectify any defects to the Works arising from any work carried out on the Site by the Owner or the Owner’s servants and agents at any time.
- (e) In Item 12 of the Schedule of Particulars “practical completion” has the same meaning as in Clause 19 (a).

15. EARLY TERMINATION OF CONTRACT

- (a) In addition to their respective rights and remedies herein before contained or in equity the Builder may terminate this Contract in any of the events mentioned in Clause 16 hereof and the Owner may terminate this Contract in any of the events mentioned in Clause 17 hereof.
- (b)
 - (i) Except as provided herein neither party shall be at liberty to terminate this Contract or exercise or enforce any other right or remedy in relation hereto whether pursuant to this Contract or at law or in equity without first giving to the other party a notice in writing specifying the matter complained of and requesting that other party to remedy it within TEN (10) working days of the service of such notice.
 - (ii) If such notice is given and the other party fails within such period to remedy the matter complained of then the party giving such notice may terminate this Contract immediately.
- (c)
 - (i) On termination, subject to any agreement to the contrary or to any determination made pursuant to Clause 18, if the Builder has begun the Works then the Builder shall be entitled to be paid for all work done and materials used or acquired by the Builder and properly chargeable to that date.
 - (ii) The amount to be paid shall be the cost of the labour for all work done and materials used and acquired and all costs incurred by the Builder plus that percentage of all such costs as set forth in Item 11 (c) of the Schedule but proper allowances shall be made for all payments on account of the Contract Price already made by the Owner to the Builder.
 - (iii) The Builder may claim interest at the rate specified in Item 8 of the Schedule hereto on the outstanding balance of monies found to be due and payable from and after the expiration of FIVE (5) working days from the date of termination of this contract until payment of balance of monies is received by the Builder.
- (d) The provisions of Clauses 15 (b) and (c) do not apply to a termination of this Contract pursuant to Clauses 16 (h) and 17 (d) or pursuant to the provisions of sections 4 (5), 10 (4) or 14 (3) of the *Home Building Contracts Act 1991*. In such cases this Contract may be terminated in accordance with the provisions of section 19 of that Act and the Owner or the Builder may apply to the Disputes Committee pursuant to the provisions of section 20 of that Act for repayment of any consideration given by the Owner under this Contract or for payment to the Builder in respect of any materials supplied or any home building work or other services performed by the Builder under or in relation to this Contract.

16. EVENTS ALLOWING BUILDER TO TERMINATE

The Builder may, in addition to any other rights under this Contract, terminate this Contract in any one of the following events:—

- (a) Substantial damage to or interference with the Works or delays to the Works or access thereto by any cause beyond the control of the Builder including (but without limiting in any way the generality thereof) water, flood, fire, storm, tempest, rioting, earthquake, civil commotion or industrial action.
- (b) Any substantial breach of the Contract by the Owner.
- (c) If the Owner shall make any assignment for the benefit of or enter into any arrangement or composition with the Owner's creditors or go into liquidation (whether voluntary or compulsory except for the purpose of reconstruction or amalgamation) or have a Receiver appointed or commit an act of bankruptcy or if a sequestration order is made against the Owner's estate.
- (d) Any deliberate and substantial prevention of or interference with the Works or progress thereof caused by the Owner.
- (e) Any failure by the Owner for TEN (10) working days after the due date thereof to pay any part of the Contract Price subject to Clause 18 of this Contract.
- (f) The entry into possession of the Works by the Owner prior to Practical Completion or without the Builder's written consent.
- (g) If the Owner fails to sign and return a variation document to the Builder given to the Owner by the Builder pursuant to Clause 12 (d) within the period referred to in Clause 12 (d).
- (h) If the circumstances specified in Clause 22 (b) or (c) occur.

17. EVENTS ALLOWING OWNER TO TERMINATE

The Owner may, in addition to any other rights under this Contract, terminate this Contract in any of the following events:—

- (a) Any substantial breach of this Contract by the Builder.
- (b) If the Builder shall make an assignment for the benefit of or enter into any composition with the Builder's creditors or go into liquidation (whether voluntary or compulsory except for the purpose of reconstruction or amalgamation) or commit an act of Bankruptcy or have a Receiver appointed or if a sequestration order is made against the Builder's estate.
- (c) If the Builder shall, without reasonable cause, wholly suspend the Works before Practical Completion.
- (d) If the circumstances specified in Clause 22 (b), (c) or (d) (ii) occur.

18. DISPUTES

- (a) In any dispute between the Owner and the Builder at any time relating to this Contract then subject to the rights of either party to apply to the Registrar or the Disputes Committee (or their successors) or any other relevant Statutory Authority, either party shall give to the other notice of such dispute, disagreement or difference and at the expiration of FIVE (5) working days thereafter and in the absence of any settlement the same shall be referred to:
 - (i) a single mediator appointed by mutual consent, or
 - (ii) a single arbitrator appointed by mutual consent, or

- (iii) in the event that neither (i) nor (ii) are satisfied within FIVE (5) working days or mediation is not successful, a single arbitrator shall be appointed by the President or the President's nominee of the Housing Industry Association Western Australian Region, provided that such arbitrator shall be a graded Arbitrator approved by the Institute of Arbitrators Western Australian Chapter.
- (b) The conduct of the Arbitrator shall be in accordance with and subject to the provisions of the *Commercial Arbitration Act 1985* and the decision of the single arbitrator appointed shall be final. The rights and obligations of the parties under this Contract shall be modified only to the extent made necessary by such arbitration.
- (c) This Contract and the parties' rights and obligations under this Contract shall in all respects be governed by the laws of the State of Western Australia and the parties hereto irrevocably submit themselves to the exclusive jurisdiction of the Courts of Western Australia.

19. PRACTICAL COMPLETION

- (a) Practical Completion of the Works means brought to the stage where the Works are completed except for any omissions or defects which do not prevent the Works from being reasonably capable of being used for its intended purpose.
- (b) The Builder shall notify the Owner when the Builder considers that Practical Completion has occurred and provide a detailed final account for payment which shall be paid within FIVE (5) working days of the date on which notice of Practical Completion was provided by the Builder.
- (c) Within FIVE (5) working days the Owner and the Builder or the Builder's representative shall meet at the Works to carry out a pre-handover inspection. During the pre-handover inspection the parties shall agree to a list of items which require completion or rectification. If agreement is not reached, or the said meeting does not occur, the dispute shall be dealt with pursuant to Clause 18 of this Contract.
- (d) The final payment shall be due within TEN (10) working days after Practical Completion and upon payment thereof the Builder shall hand the keys of the Works to the Owner or to such persons as the Owner may direct and on acceptance of the keys the Owner shall be deemed to have entered into possession of the Works and to have acknowledged that they have been completed by the Builder in accordance with this Contract and the Builder shall thereupon be relieved and discharged from all responsibilities under this Contract other than his obligations pursuant to Clause 14 and 19 (c).
- (e) If the Owner takes possession of the Works, permits work outside this Contract, or delivery of goods or chattels to the Works, without prior written consent of the Builder, when the Works are substantially complete but not necessarily at Practical Completion the Builder shall be discharged and relieved absolutely from all his or her obligations and responsibilities under this Contract and the unpaid balance of the Contract Price shall become due and payable immediately, together with interest thereon at the rate specified in Item 8 of the Schedule calculated from the date of taking such action until the date payment is made.
- (f) If the Owner denies access to the Builder or takes possession of the Works prior to the issue by the Builder of a Notice of Practical Completion and without prior written consent of the Builder, the Date of Practical Completion shall be the date such possession is taken.
- (g) The Works shall be at the risk of the Owner from the date the Owner takes or is entitled to take possession.

20. NOTICES

Any notice given to any party pursuant to the terms of this Contract shall be properly given if addressed to the party and served personally upon the party or forwarded to the party by prepaid letter or facsimile addressed to the address given herein or such other address as may be notified in writing by any party to the other. Any notice so posted shall be deemed to have been served unless contrary is shown at the time when by the ordinary course of post the notice would be delivered.

21. SUPPLY OF MATERIALS AND UNFIXED MATERIALS ON SITE

- (a) If the Builder is unable to obtain any materials or items selected by the Owner after the date of the Contract as and when the Builder shall require them, the Owner shall immediately, upon request from the Builder, select alternative available materials or insist on the original materials provided they are available with TEN (10) working days of being required on Site by the Builder. In either case, any delay and/or additional costs (including freight and transport insurance) in obtaining the same shall be dealt with in accordance with Clause 12 (b) or (d).
- (b) Unless otherwise specified in the Contract Documents, all materials resulting from demolition or surplus materials supplied by the Builder belong to the Builder who shall remove them from the Site before Practical Completion.
- (c) The Owner shall not supply any materials or do any work on the Site before Practical Completion, unless the Builder agrees in writing. If the Builder agrees in writing, and these materials or work need to be incorporated with the Builder's work, the owner shall supply the materials free of defects, or do the work, when required and, in any case, within FIVE (5) days of the Builder's request. If the owner does not, the Builder may supply the materials or do the work, and the cost shall be dealt with as a variation in accordance with Clause 12 (b) or (d).

Materials and goods supplied (or work done) by the Owner shall remain the responsibility of the Owner as to their suitability for their intended use.

- (d) If any item or material selected by the Owner is not available when the Builder requires, the Builder reserves the right to claim payment for the Works to date, and charge the Owner separately for such item or material when it is available.

22. CONSEQUENCES OF NON-FULFILMENT OF CONDITIONS

- (a) If any condition set out in Clause 2 (a) is not fulfilled solely because the Builder has failed to comply with the Builder's obligations under Clause 2 (c), this Contract is not affected but remains in force on the same terms and conditions except as otherwise agreed between the parties.
- (b) If any condition set out in Clause 2 (a) is not fulfilled solely because the Owner has failed to comply with the Owner's obligations under Clause 2 (d) this Contract remains in force on the same terms and conditions until the parties agree otherwise or either party terminates this Contract in accordance with Clause 16 or 17 as the case may be, but subject to the provisions of Clause 22 (d).
- (c) If any condition set out in Clause 2 (a) is not fulfilled and both the Owner and the Builder have, or neither the Owner nor the Builder has, failed to comply with their respective obligations under Clause 2 (c) and (d), this Contract remains in force on the same terms and conditions until the parties agree otherwise or either party terminates the contract in accordance with Clause 16 or 17 as the case may be, but subject to the provisions of Clause 22 (d).
- (d) Where Clause 22 (b) or (c) or Clause 6 (b) applies—
 - (i) the Builder may by notice in writing to the Owner—
 - (A) increase the Contract Price by an amount set out in the notice; and
 - (B) specify when any increased amount is payable, which must be either—
 - (1) not later than TEN (10) working days after the notice is given; or
 - (2) at the time of the next progress payment;
 - (ii) if the amount of an increase exceeds FIVE (5)% of the Contract Price, the Owner may terminate this Contract in accordance with Clause 17 within TEN (10) working days after receipt of notice under paragraph (i) of this sub-Clause; and

- (iii) if the Owner so terminates this Contract, the Owner is liable to compensate the Builder for the reasonable costs inclusive of supervision, overhead and margin incurred by the Builder up to the date of termination.
- (e) (i) If the Owner considers that the amount of a price increase notified under Clause 22 (d) (i) is excessive or unjustified the Owner may apply to the Disputes Committee, within TEN (10) working days after receipt of a notice under that Clause, for a review of that amount.
- (ii) On a review under this sub-Clause the Builder is required to show that the price has been increased to reflect actual increases in costs between the date of this Contract and the date of the notice under Clause 22 (d) (i).
- (iii) On a review under this sub-Clause the Disputes Committee may confirm, vary or disallow the amount of the price increase, and this Contract shall have effect in accordance with the Disputes Committee's decision.

23. ASSIGNMENT

- (a) Each of the parties to the Contract hereby specifically agree not to assign their interest in this Contract without the prior written consent of the other.
- (b) The Builder may at the option of the Builder sub-contract the whole or any portion of the Works but any such sub-contracting shall not relieve the Builder from any responsibility or obligation stated herein.

24. SEVERABILITY

- (a) If, in consequence of an item in the Schedule not being completed, any Clause contained herein is held by a Court to be uncertain and thus void, that Clause shall be deemed to have been severed from this Contract and shall not invalidate the Contract.
- (b) To the extent that any one or more of the provisions contained in this Contract is prohibited by or is void pursuant to any applicable law, that provision or each of them shall to that extent be ineffective without invalidating or modifying the remaining provisions of this Contract which shall continue in full force and effect as if each provision so prohibited had not been included in this Contract as from its commencement.

25. INTERPRETATION

In this Contract words denoting the singular shall include the plural and vice versa and words denoting the masculine gender shall include the feminine and neuter genders and vice versa and words denoting persons shall include corporate bodies. A reference to "Owner" or "Builder" includes each of their respective heirs, successors and assigns. "Working days" means Monday to Friday but excluding any day that is a public holiday in the area of the Site or throughout the State of Western Australia. "Registrar" means the registrar appointed under the *Builders' Registration Act 1939*. "Disputes Committee" means the Building Disputes Committee established by section 26 of the *Builders' Registration Act 1939*. Headings in this Contract are deemed not to be part hereof and are not to be used in the interpretation or construction hereof. A reference to statutes or regulations includes any statutory re-enactment or amendment.

26. APPOINTMENT AND AUTHORITY OF OWNER'S AGENT

The Owner (and where there are more than one then each of them) hereby appoints the person or persons named as the Owner's Agent in Item 2 of the Schedule as the authorized agent of the Owner to make and sign all variations to the Contract Documents and the Works and the Owner shall be bound by all such variations. If more than one person is named as the Owner's Agent then each of them shall be an individually authorized agent unless the contrary intention is indicated in Item 2 of the Schedule.

28. SPECIAL CONDITIONS

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SCHEDULE OF PARTICULARS

Item No.	Details	Item No.	Details
1.	Builder Address Builders Registration No. Facsimile No.	9.	(a) Time to commence Works (Clause 9 (a)) working days (b) Time to complete Works (Clause 9 (b)) working days from the date on which work commenced or should have commenced under Clause 9 (a). Insurance (Clause 13(a)) of the existing improvements and contents shall be the responsibility of (Owner or Builder)
2.	Owner Address Facsimile No. Owner's Agent (Clause 26)	10.	(a) Provisional Sums (Clause 11) — refer to Addenda to Specifications for details (b) Prime Cost Items (Clause 11) — refer to Addenda to Specifications for details (c) Additional percentage allowed (Clauses 11, 12) %
3.	Site Postal Address: (Clause 1 (a)) Title Particulars: Portion of Location and being Lot on Plan/Diagram and being the whole of the land comprised in Certificate of Title Volume Folio	11.	Defects Liability Period (Clause 14) (not less than 120 days from the date of Practical Completion)
4.	Amount of finance required (Clause 1 (c)) \$ Period for approval days. Lender	12.	Amount of Premium for Home Indemnity Insurance (included in Contract Price) \$
5.	Encumbrances on the Site (Clause 3 (a) (ii))	13.	Signing of Lump Sum Building Contract. This Contract is dated the day of 19
6.	Contract Price (Clause 6) \$	14.	Signed by the Owner Witness Signed by the Owner Witness Signed for and on behalf of the Builder Witness
7.	Deposit (not to exceed 6.5% of Contract Price) (Clause 7(a)) \$ Progress Payments as follows (Clause 7 (b)): \$ 'A' \$ \$ \$ \$ Total \$ Interest on late payment (Clause 7 (b)(iv)) %	15.	Proof of Receipt of Documents In accordance with Section 6 of the Home Building Contracts Act 1991 the Owner acknowledges receipt of the "Notice for the Home Owner" before signing the Building Contract prescribed by Section 4 (2) and a signed copy of the Contract Documents (referred to in Clause 1 (a)) of the Contract on the day of 19..... Signed by the Owner Signed by the Owner

By Command of the Governor,

M. C. WAUCHOPE, Clerk of the Executive Council.

HEALTH

HE401**HEALTH ACT 1911**Health Department of WA,
Perth, 31 January 1998.

The appointment of the following persons as Environmental Health Officers is approved.

Officer	Date Effective	Local Authority
Deon Brits	8 January 1998	Town of Vincent
Irene Eugenia Vasquez	8 January 1998	Town of Vincent
George Stark	5 January 1998 to 31 January 1998	Shire of Coolgardie
Brendon Hunt	9 December 1997	City of Kalgoorlie-Boulder
George Sharp	5 January 1998	City of Kalgoorlie-Boulder
Emma Mullinger	8 December 1997	Shire of Kalamunda
Shane Timothy Downes	3 January 1998	Shire of Menzies
Adrian Dyson	2 December 1997	Shire of Mundaring
Kym DelCasale	5 January 1998	City of Canning
Peter Andrew Nissen	5 January 1998	City of Rockingham
Maxwell Eric Browne	18 August 1997	Shire of Tammin
Rebecca Louise Davidson	6 January 1998	City of Stirling

The cancellation of the following persons as Environmental Health Officers is hereby notified.

Officer	Date Effective	Local Authority
Harley Fee	23 December 1997	City of Kalgoorlie-Boulder
Keith William Cleverly	1 September 1997	Shire of Tammin

OWEN ASHBY, delegate of Executive Director, Public Health.

HE402***DENTAL ACT 1939**
**DENTAL CHARGES COMMITTEE
(APPOINTMENT OF MEMBERS) NOTICE 1997**

Made by the Governor under section 51A(2) of the Act.

1. Citation

This instrument may be cited as the *Dental Charges Committee (Appointment of Members) Notice 1997*.

2. Appointments of Members

The following members are appointed to the Dental Charges Committee for the period ending 17 December 2000:

Member	Occupation	Nominated By
Mr David Neesham Chairperson	Public Servant with dentistry qualifications	Commissioner of Health
Dr Terry Pitsikas	dentist in private practice	Australian Dental Association (WA Branch) Inc.
Mr Sten Jakobsen	qualified accountant	Minister for Health

By His Excellency's Command,

M. C. WAUCHOPE, Clerk of the Executive Council.

HE403***NURSES ACT 1992**
NURSES BOARD OF WESTERN AUSTRALIA APPOINTMENTS INSTRUMENT 1998

Made by the Minister for Health under section 7 of the Act.

1. Citation

This notice may be cited as the *Nurses Board of Western Australia Appointments Notice 1998*.

2. Appointments

Mr Roy Dobson is appointed as Deputy Presiding Member of the Nurses Board of Western Australia for the period ending 28 October 2000.

KEVIN PRINCE, Minister for Health.

HERITAGE COUNCIL

HR401***HERITAGE OF WESTERN AUSTRALIA ACT 1990**

NOTICE OF ENTRY OF PLACES IN THE REGISTER OF HERITAGE PLACES

Notice is hereby given in accordance with Section 51(2) of the Heritage of Western Australia Act 1990 that, pursuant to directions from the Minister for Heritage, the places described in Schedule 1 have been entered in the Register of Heritage Places on a permanent basis with effect from today.

Schedule 1

Name	Location	Description of Place
Lime Kilns	Within Tuart Forest National Park, approximately 100 metres east of the Capel-Ludlow road and 500 metres north of the Peppermint Beach settlement turnoff.	That part of Stirling Estate Lot 60, being part of Crown Reserve 40251 and being part of the land comprised in Crown Land Record Volume 3088 Folio 648 as is defined in HCWA survey drawing No 4622 prepared by Steffanoni Ewing & Cruickshank Pty Ltd.
Donegan's Cottage	Lot 101 Toodyay Street, Toodyay	Lot 101 the subject of Diagram 49068, being the whole of the land comprised in Certificate of Title Volume 1456 Folio 392.
All Saints Anglican Church	Cnr Harvey & Venn Streets, Collie	Part of Collie Town Lot 154, being the whole of the land comprised in Certificate of Title Volume 214 Folio 18. Collie Town Lot 153, being the whole of the land comprised in Crown Lease Volume 220 Folio 155.
Rotunda	Austin Street (median strip), Cue	That part of Road Reserve 10029 as is defined HCWA survey drawing No 0636, prepared by Steffanoni Ewing & Cruickshank Pty Ltd.
Ferndale	Balingup-Nannup Road nr Hay Road, Ferndale	That part of Lot 26 on Plan 4526, being part of the land comprised in Certificate of Title Volume 1062 Folio 125 as is defined in HCWA survey drawing No 0702 prepared by Steffanoni Ewing & Cruickshank Pty Ltd.
Henry Bull's Cottage	Corona Way, Belhus	Lot 106 on Diagram 71315, being the whole of the land comprised in Certificate of Title Volume 1764 Folio 656.
Woodside Hospital	Dalgety Street, East Fremantle	Part of Lot 115 on Plan 3286, being the whole of the land comprised in Certificate of Title Volume 1111 Folio 19.

NOTICE OF ADVICE REGARDING REGISTRATION OF CROWN PROPERTY

In accordance with the requirements of Section 47 (5) of the Heritage of Western Australia Act, the Heritage Council hereby gives notice that it has advised the Minister for Heritage that the places listed in Schedule 3 should be entered in the Register of Heritage Places on an interim basis. The Heritage Council hereby gives notice of the interim registration and invites submissions on the matter; submissions must be in writing and should be forwarded to the following address not later than 20th March 1998.

The Director, Office of the Heritage Council
108 Adelaide Terrace East Perth WA 6004

The places listed in Schedule 2 are vested in the Crown, or in a person on behalf of the Crown, in right of the State.

Schedule 2

Place	Location	Description of Place
West Leederville Railway Footbridge	Railway Parade, West Leederville	That portion of Railway Reserve as is defined in HCWA survey drawing No 3290 prepared by Steffanoni Ewing & Cruickshank Pty Ltd.

Dated this 6th day of February 1998.

IAN BAXTER, Director, Office of the Heritage Council.

JUSTICE

JM401**CHILDREN'S COURT OF WESTERN AUSTRALIA ACT 1988**

It is hereby notified for public information that His Excellency the Governor in Executive Council has approved of the appointment of the following persons as Members of the Children's Court of Western Australia—

Mrs Gloria Jean Micke of 71 Molloy Street, Morawa

Mrs Marion Joy Sisson of 3 Queen Road, Meekatharra

RICHARD FOSTER, Executive Director, Court Services.

JM402**JUSTICES ACT 1902**

It is hereby notified for public information that His Excellency the Governor in Executive Council has approved of the appointment of—

Mr Timothy Peter Dowsett of 50 Watling Avenue, Lynwood

Mr Graham John Jackson of 1 Pelgrom Way, Geraldton

Mr Ross Kevin Johnson of 8 Hemsley Place, Bluff Point

Mr Oliver Leslie Lovelle of 22 Lynmouth Road, Dianella

Mrs Gloria Jean Micke of 71 Molloy Street, Morawa

Mrs Marion Joy Sisson of 3 Queen Road, Meekatharra

to the office of Justice of the Peace for the State of Western Australia.

RICHARD FOSTER, Executive Director, Court Services.

LAND ADMINISTRATION

LA101*CORRECTION*

DOLA File 02123-1988-01RO

In the notice at page 4989 of the *Government Gazette* dated 2 September 1997 with respect to Reserve No. 44173 (Swan Location 12190) the reference to 932 square metres is amended to read 962 square metres.

A. A. SKINNER, Chief Executive.

LA102**CORRECTION*

The Notice of Intention appearing on page 480 of the *Government Gazette* dated 27 January 1998, in the schedule and under the heading "Description of land affected" for item number 2 "Portion of King Location 711 subject of Pastoral Lease 3114/640 the area should read "about 5520 hectares" in lieu of "about 6185 hectares".

LA103**CORRECTION*

The Notice of Resumption appearing on page 289 of the *Government Gazette* dated 13 January 1998, in the locality of the Shire of Irwin should read as follows.

SCHEDULE

Locality/Local Government/Region	Description of land affected	Interest holder/Registered native title claimant	Use/Purpose	Plan	Job Number/Reference
Irwin (Shire)	1. Portion of Victoria Location 10023 set aside as Reserve 24829 for the purpose of "Water Supply" (area 1.1252 hectares) 2. Portion of Victoria Location 11316 set aside as Reserve 36040 for the purpose of "Aerial Landing Ground" (area 8.3802 hectares) 3. Portion of Victoria location 11702 set aside as Reserve 137 for the purpose of "Common" (area 12.1413 hectares) 4. Portion of Victoria Location 9947 set aside as part of Reserve 24496 for the purpose of "Protection of Flora" (10.0624 hectares). Excluding all rights created by the grant of existing mining tenements under the Mining Act.	1. Crown 2. Crown—Shire of Irwin as vestee with power to lease with approval of the Minister 3. Crown—Control of Shire of Irwin 4. Crown—National Parks & Nature Conservation Authority as vestee	Widening of George Street and extension and widening of Pye Road (Road No. 17911)	Diagram 93164 and Plans 19522, 19523 & 19524	961184 754/1996

LA104**CORRECTION*

**CITY OF MANDURAH
(ROAD DEDICATION)**

Department of Land Administration,
Midland, 3 February 1998.

DOLA FILE REF: 2026/997

On page 381 of the *Government Gazette* dated 20 January 1998 after subheading City of Mandurah (DOLA File 2026/997) add:—

"Road No 19018"

A. A. SKINNER, Chief Executive,
Department of Land Administration.

LA401*

**LAND ACQUISITION AND PUBLIC WORKS ACT 1902
NATIVE TITLE ACT 1993 (COMMONWEALTH)**

Amendment of Notice of Intention

The Notice of Intention published on page 293 of the *Government Gazette* 13 January 1998 and in the Public Notices of the Western Australian and Koori Mail newspapers of the 14 January 1998 and the Kimberley Echo newspaper of the 15 January 1998 is amended by the exclusion of the following proposal.

SCHEDULE

Locality/Local Government/Region	Description of land affected	Interest holder/Registered native title claimant	Use/Purpose	Plan	Job Number/Reference
Wyndham-East Kimberley (Shire)	Kununurra Lots 2342—2347 inc. and 2351—2367 inc. being vacant Crown land and dedicated road (6.7913 hectares).	Crown	1. Subdivisional development including the provision of services (such as power, water, roads) and land for light industrial purposes. 2. Sale of lots.	Plan 17584	950218 0491/1995

Dated this 23rd day of January 1998.

MIKE BOARD JP MLA, Acting Minister for Lands.

LA402*

LAND ACQUISITION AND PUBLIC WORKS ACT 1902

ORDER (Section 9M(2)(b))

EXTENSION OF NOTICE OF INTENTION PERIOD

The Minister for Works under Section 9M(2)(b) of the Land Acquisition and Public Works Act, has authorised the extension of the notice of intention for a further period of 12 months from expiry of the original notice of intention period (or its extended period) for the taking of the land described in the Schedule below:

Locality/Local Government/Region	Use/Purpose	Plan	Job Number/ Reference	Original Gazette Date
Albany (Shire)	1. Reclamation and subdivisional development with provision of services (power, roads, water and sewerage) and land for housing, community, public, commercial and recreation purposes. 2. Sale of lots.	LAWA 1141	941867 1583/1994	31/05/96
Albany (Shire)	Sale for inclusion into Wellstead Town Lots 17—24 inclusive.	LAWA 1207	961028 738/1996	07/03/97
Albany (Shire)	1. Subdivisional development with provision of services (roads, power, water and sewerage) and land for housing. 2. Sale of lots.	LAWA 1218	950186 851/1963	07/03/97
Albany (Shire)	Inclusion into Plantagenet Location 7169	Plan 19004	971519 943/1971	24/06/97
Ashburton (Shire)	Grant of special leases for quarries and related activities and infrastructure.	LAWA 1212	964675 1952/1996	29/11/96
Ashburton (Shire)	1. Subdivisional development with provision of services (power, roads and water) and land for light industrial purposes. 2. Sale of lots.	LAWA 1115	915912 2609/1981	26/04/96
Ashburton (Shire)	Sale for inclusion into Onslow Town Lot 385.	LAWA 1116	942015 2737/1994	26/04/96
Ashburton (Shire)	Sale of lots for inclusion into Onslow Town Lots 682 to 685 inclusive.	LAWA 1104	942519 2874/1994	26/04/96
Ashburton (Shire)	Sale for inclusion into Onslow Lot 659.	Diagram 92664	941001 1460/1986	31/05/96
Ashburton (Shire)	Grant of lease in perpetuity to the Innawonga Aboriginal Corporation	Diagram 91256	930012 623/1990	18/04/97
Ashburton (Shire)	Water—Reservation with vesting in Commissioner of Main Roads.	Diagram 91256	970952 623/1990	03/06/97
Ashburton (Shire)	Dedication of Marandoo Access Road.	Plans 18874 to 18878 inclusive	940390 1982/1994	15/07/97
Ashburton (Shire)	Dedication of road	LAWA1221	961285 816/1996	15/07/97
Ashburton (Shire)	1. Effluent disposal—amalgamation with Reserve 38337. 2. Water Treatment and Buffer Zone—Reservation with vesting in Water Corporation. 3. Dedication of Macedon Road and extension of Watson Drive.	Plans 19197 and 19198	956764 494/1996	26/08/97
Ashburton (Shire)	Sale to Shire of Ashburton for light industrial purposes.	Misc. Diagram 691	960244 616/1983	18/11/97
Broome (Shire)	1. Subdivisional development with provision of services (water, power, roads and sewerage) land for housing and community, public, commercial and recreation purposes. 2. Sale of lots.	LAWA 1133	961281 1473/1993	04/04/96
Broome (Shire)	1. Sale of locations for horticultural purposes. 2. Grant of special leases for horticultural purposes.	Plans: 18623, 18624 and 18625	940257 852/1986	04/04/96
Broome (Shire)	1. Subdivisional development with provision of services (power, roads, water and sewerage) and land for special development sites (religious and other community purposes). 2. Sale of lots.	Plan 17483	917672 2931/1989	04/04/96
Collie (Shire)	Depot site—Reservation.	Diagram 91586	971138 1204/1994	21/03/97
Coolgardie (Shire)	Grant of special lease for residence and water supply.	Plan 18742	940714 3648/1986	08/03/96

Locality/Local Government/Region	Use/Purpose	Plan	Job Number/ Reference	Original Gazette Date
Coolgardie (Shire)	1. Subdivisional development with provision of services (water, power and roads) and land for Industrial and Public purposes. 2. Sale of lots.	Diagram 91786 and Plan 18431	910148 1592/1992	04/04/96
Derby/West Kimberley (Shire)	Use and Benefit of Aboriginal Inhabitants—Reservation and vesting in the Darlangunya Aboriginal Corporation.	Reserve Plan 406	930010 535/1991	18/04/97
Donnybrook/Balingup (Shire)	Sale for inclusion into Noggerup Town Lot 56.	LAWA 1149	960058 1846/1982	12/07/96
Dundas (Shire)	Quarry—Reservation with vesting in Commissioner for Main Roads.	Plans 19367 and 19379	940510 2193/1994	03/06/97
Dundas (Shire)	Quarrying and Stockpiling—Reservation with vesting in Commissioner for Main Roads.	Reserve Diagram 1336	954854 405/1990	03/06/97
East Pilbara (Shire)	Grant of lease in perpetuity to the Mirtunkarra Aboriginal Corporation.	LAWA 1166	951132 801/1995	12/07/96
Esperance (Shire)	Grant of a special lease for a term of 21 Years for a rifle range.	Diagram 526	916368 1705/1897	04/04/96
Esperance (Shire)	Sale for inclusion into Neridup Location 120.	Plan 8366	956601 3183/1995	07/03/97
Exmouth (Shire)	1. Development of Boat Harbour. 2. Sale and Lease of land associated with Development of Boat Harbour for residential, commercial, tourism and community uses.	LAWA 1232	970699 1446/1995	21/03/97
Exmouth (Shire)	Grant of special leases and easements to Cape Seafarms Pty. Ltd. for aquacultural purposes, access and pipeline.	LAWA 1235	970139 2678/1996	07/03/97
Exmouth (Shire)	Sale for inclusion Exmouth Lot 968.	LAWA 1226	955921 1726/1990	18/04/97
Gingin (Shire)	Dedication of Downa Road	Plan 18681	914549 1569/1993	21/03/97
Gingin (Shire)	Communications Site—Reservation with vesting in Commissioner of Railways.	Diagram 92825	960252 1154/1991	21/03/97
Halls Creek (Shire)	1. Grant a lease in perpetuity to the Munjarl Aboriginal Corporation. 2. Grant of easement for access.	LAWA 1146	930002 1674/1986	31/05/96
Halls Creek (Shire)	Inclusion into Pastoral Lease 3114/1101 (Crown Lease 202/1978) Moola Bulla Station.	LAWA 1145	930002 1674/1986	31/05/96
Kalamunda (Shire)	Sale of lot for aged persons housing development.	Diagram 92237	914154 2951/1991	04/04/96
Kalgoorlie/Boulder (City)	1. Subdivisional development with provision of services (power, roads and water) and land for light industrial purposes. 2. Sale of lots.	LAWA 1099	916384 2031/1987	04/04/96
Kalgoorlie/Boulder (City)	1. Subdivisional development with provision of services (water, sewerage, roads and power) and land for housing, recreational, public, community and commercial purposes. 2. Sale of lots.	LAWA 1125	942443 1461/1994	04/04/96
Kalgoorlie/Boulder (City)	Inclusion into Hampton Location 271 subject of Special Lease 3116/11644 (Crown Lease 1/1996).	Diagram 92875	964143 861/1996	11/03/97
Kalgoorlie/Boulder (City)	1. Subdivisional development with provision of services (power, roads and water) and land for light industrial purposes. 2. Sale of lots.	LAWA 1099	916384 2031/1987	04/04/96
Kalgoorlie/Boulder (City)	1. Subdivisional development with provision of services (water, sewerage, roads and power) and land for housing, recreational, public, community and commercial purposes. 2. Sale of lots.	LAWA 1125	942443 1461/1994	04/04/96
Kalgoorlie/Boulder (City)	Inclusion into Hampton Location 271 subject of Special Lease 3116/11644 (Crown Lease 1/1996).	Diagram 92875	964143 861/1996	11/03/97
Kalgoorlie/Boulder (City)	Widening and dedication of road.	Plans 17530, 17531, 17532, 17533 and 17534	955129 2553/1995	21/03/97
Laverton (Shire)	Inclusion into Pastoral Lease 3114/990 (Crown Lease 108/1972).	Diagram 15800	916882 1889/1904	26/04/96

Locality/Local Government/Region	Use/Purpose	Plan	Job Number/Reference	Original Gazette Date
Laverton (Shire)	Inclusion into Pastoral Lease 3114/854 (Crown Lease 232/1956) Yamarna Station.	LAWA 1197	955214 2906/1965	11/03/97
Meekatharra (Shire)	Paddocking Horses—Reservation with vesting in Shire of Meekatharra with power to lease up to 21 Years.	LAWA 1110	941530 714/1995	26/04/96
Meekatharra (Shire)	1. Grant of lease in perpetuity to the Yulga Jinna Aboriginal Corporation. 2. Grant of easement for access.	LAWA 1210	930172 634/1993	11/03/97
Port Hedland (Town)	Sale for inclusion into Port Hedland Lot 3.	LAWA 1137	952575 510/1994	31/05/96
Port Hedland (Town)	Grant of a special lease for an Ostrich Farm.	LAWA 1129	940345 1820/1994	31/05/96
Ravensthorpe (Shire)	1. Subdivisional development with provision of services (water, power and roads) for special rural residential purposes. 2. Sale of lots.	LAWA 1140	915759 3734/1980	31/05/96
Roebourne (Shire)	1. Subdivisional development with provision of services (power, roads, water and sewerage) and land for housing, recreation, public, community and commercial purposes. 2. Sale of lots.	LAWA 1123	915962 1185/1994	04/04/96
Roebourne (Shire)	Grant of a special lease for rural residential purposes.	Diagram 92055	912925 1644/1993	04/04/96
Roebourne (Shire)	Sale for inclusion into Karratha Lot 3816.	LAWA 1132	941861 956/1987	04/04/96
Roebourne (Shire)	1. Grant of a special lease for a term of 5 Years for a Wildlife Park. 2. Create an easement for power transmission line.	Diagram 92378	916003 1891/1993	04/04/96
Roebourne (Shire)	1. Subdivisional development for commercial purposes with provision of services (power, water and roads) 2. Sale of lots.	LAWA 1225	951801 972/1995	18/04/97
Roebourne (Shire)	1. Dedication of Road. 2. Reservation for construction and launch facility and adjacent conservation and recreation areas.	Misc Diagram 642	961719 1011/1996	21/03/97
Sandstone (Shire)	Grant a special lease for grazing for a term of 10 Years.	Diagram 1282	952988 3528/1990	26.04/96
Serpentine/Jarrahdale (Shire)	Dedication of Jubb Road. (Road No. 18808).	Plan 19141	950605 585/1995	21/03/97
Toodyay (Shire)	Sale of lot.	Diagram 9077	917344 2212/1898	12/07/96
Wiluna (Shire)	Grant of special lease (50 years) for "Use and Benefit of Aboriginal Inhabitants" to MKW Holdings Pty Ltd.	Plan 18246	904146 2228/1986	18/04/97

Dated this 29 day of January 1997.

MIKE BOARD JP MLA, Acting Minister for Lands.

LA403*

LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1960

DECLARATION OF CLOSURE OF STREETS

Made by the Minister for Lands
Under Section 288A

At the request of the local government nominated, the street described in the Schedule is now declared to be closed.

SCHEDULE

1. Shire of Capel (DOLA File No 955/1997; Closure No C 1341)
All that portion of South Western Highway (Road No 52) as shown bordered blue on Crown Survey Diagram 93235.
Public Plan : Bunbury (25) S.E
2. Shire of Swan (DOLA File No 1736/1995; Closure No S 500)
All that portion of Victoria Road (Road No 5668) as shown bordered blue on Crown Survey Diagram 93276.
Public Plan : BG34 (2) 19.35

A. A. SKINNER, Chief Executive,
Department of Land Administration.

LOCAL GOVERNMENT

LG301**LOCAL GOVERNMENT ACT 1995***City of Armadale*

LOCAL LAWS RELATING TO PARKING FACILITIES

In pursuance of the powers conferred upon it by the abovementioned Act and all other powers enabling it, the Council of the City of Armadale hereby records having resolved on 2 February 1998 to make the following amendments to the Local Laws published in the *Government Gazette* of 27th October 1997.

1. Local Law 32 (2) (a) is amended by deleting the figures "\$80" and substituting the figures "\$800".

Dated this 3rd day of February 1998.

The Common Seal of the City of Armadale was hereunto affixed in the presence of—

R. C. STUBBS, Mayor.
J. W. FLATOW, Chief Executive Officer.

LG302**LOCAL GOVERNMENT ACT 1995***Shire of Shark Bay*

LOCAL LAW RELATING TO STANDING ORDERS

In pursuance of the powers conferred upon it by the abovementioned Act and all other powers enabling it, the Council of the Shire of Shark Bay hereby records having resolved on 28 January 1998, to make the following Local Laws.

- 1 The Shire of Denmark Local Laws Relating to Standing Orders published in the *Government Gazette* on 25 June 1997 is adopted as Local Laws of the Shire of Shark Bay, with such alterations as are here set out—
 - 1 Delete "Shire of Denmark" wherever it occurs and substitute "Shire of Shark Bay".
 - 2 Clause 5.1
Delete "held after each ordinary elections day".
 - 3 Clause 7.3
Delete "speaks" and substitute "rises".
 - 4 Renumber Clauses 8.1 to 8.3 as follows—
Delete "8.1" and substitute "8.2".
Delete "8.2" and substitute "8.3".
Delete "8.3" and substitute "8.4".
 - 5 Insert a new Clause—
"8.1 Members to Address the President
Any member moving a motion or amendment or taking part in the discussion shall address the President."
 - 6 Clause 12.7.3
Delete Clause 12.7.3
 - 7 Renumber Clause 12.7.4 as follows—
Delete "12.7.4" and substitute "12.7.3".
 - 8 Clause 17.8
Delete "debate" and substitute "argument".
 - 9 Clause 17.11
Delete "which" in the first line and substitute "and that".
 - 10 Subclause 17.14.1
Between "7.2" and "9.2", insert "8.1".
 - 11 Clause 19
Delete "1995" in the second line and substitute "1980".

12 Insert a new Clause—

“20 Public Question Time

If at Public Question Time a member of the public asks a substantial question requiring research the Chief Executive Officer will respond in writing within seven (7) days.”

2 The Local Laws of the Shire of Shark Bay referred to as the “Standing Orders” published in the *Government Gazette* on 12 December 1980 are hereby revoked.

Dated this 28 January 1998.

The Common Seal of the Shire of Shark Bay was hereto affixed by authority of a resolution of the Council in the presence of—

L. MOSS, President.
A. R. BIGGS, Chief Executive Officer.

LG401

DOG ACT 1976

City of Belmont

It is hereby notified for public information that the following persons have been appointed under the provisions of the Dog Act 1976 for the City of Belmont, effective 5 January 1998.

Registration Officers—

Allan Stanley Reed
Alexander John Butcher
Kevin Ronn Phillips
Jozef Zygadlo
Samantha Edda Cristina Marciano
Margaret Susan Lambert
Carol Anne McQueen
Nadine Salvigny
Bethwyn Walshaw

All previous appointments are hereby cancelled.

BRUGE GENONI, Chief Executive Officer.

MAIN ROADS

MA401*

MRWA 42-18-B

MAIN ROADS ACT 1930

LAND ACQUISITION AND PUBLIC WORKS ACT 1902

NOTICE OF INTENTION TO TAKE OR RESUME LAND

The Minister for Works hereby gives notice, in accordance with the provisions of Section 17 (2) of the Land Acquisition and Public Works Act, 1902 as amended, that it is intended to take or resume under Section 17(1) of that Act the pieces or parcels of land described in the Schedule hereto and being all in the Kellerberrin District, for the purpose of the following public works namely, widening of the Great Eastern Highway (SLK Section 190.14-198.47) and that the said pieces or parcels of land are marked off on MRWA Drawings 9723-164-1, 9723-165-1, 9723-166-1 and 9723-168-1 which may be inspected at the office of the Commissioner of Main Roads, Waterloo Crescent, East Perth.

Schedule

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area (Approx.)
1.	Scott Keller Pty Ltd	Scott Keller Pty Ltd	Portion of Avon Location 12697 and being part of the land comprised in Certificate of Title Volume 1417 Folio 54.	4 426 m ²
2.	Scott Keller Pty Ltd	Scott Keller Pty Ltd	Portion of Avon Location 13154 and being part of the land comprised in Certificate of Title Volume 1839 Folio 928.	1.2976 ha

Schedule—*continued*

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area (Approx.)
3.	John Langley Melvin and Alec John Melvin	J L Melvin & A J Melvin	Portion of Avon Location 13155 and portion of each of Avon Locations 6835, 6911 and 6912 and being part of the land comprised in Certificate of Title Volume 1839 Folio 929	1.1326 ha
4.	Scott Keller Pty Ltd	Scott Keller Pty Ltd	Portion of each of Avon Locations 6835 and 6911 and being part of the land comprised in Certificate of Title Volume 1153 Folio 357	2.0611 ha
5.	Scott Keller Pty Ltd	Scott Keller Pty Ltd	Portion of Avon Location 8101 and being part of the land comprised in Certificate of Title Volume 1689 Folio 393	3.4095 ha
7.	Scott Keller Pty Ltd	Scott Keller Pty Ltd	Portion of Avon Location 12943 and being part of the land comprised in Certificate of Title Volume 1199 Folio 133	1.2331 ha
8.	James Ogilvie Scott	J O Scott	Portion of Avon Location 7525 and portion of each of Avon Location 5795, 6298, 6685, 6823 and 10145 and being part of the land comprised in Certificate of Title Volume 1343 Folio 874	13.1527 ha
9.	George Morrow Scott, Doris Daphne Scott and James Ogilvie Scott	G M, D D & J O Scott	Portion of Avon Location 29001 and being part of the land comprised in Crown Lease No. 288/1990	5.5340 ha
10.	Kelvin Robert Tiller	K R Tiller	Portion of Avon Location 7895 and being part of the land comprised in Certificate of Title Volume 1560 Folio 80	1 743 m ²
11.	Kelvin Robert Tiller	K R Tiller	Portion of Avon Location 6915 and being part of the land comprised in Certificate of Title Volume 1342 Folio 882	1.2429 ha

Dated this 3rd day of February 1998.

D. R. WARNER, Executive Director Corporate Services.

PLANNING

PD401

TOWN PLANNING AND DEVELOPMENT ACT 1928

ADVERTISEMENT OF RESOLUTION DECIDING TO PREPARE A TOWN PLANNING SCHEME

Shire of Dumbleyung

Town Planning Scheme No. 1 (District Zoning Scheme)

Notice is hereby given that the Council of the Shire of Dumbleyung on October 20, 1997 passed the following Resolution:

Resolved that the Council, in pursuance of Section 7 of the Town Planning and Development Act 1928 (as amended), prepare the above Town Planning Scheme with reference to an area situated wholly within the Shire of Dumbleyung and enclosed within the inner edge of the heavy black border on a plan now produced to the Council and marked and certified by the Chief Executive Officer under his hand dated the 20th October 1997 as the "Scheme Area Map".

Dated this 6th day of February 1998.

CHRIS PEPPER, Chief Executive Officer.

PD402***METROPOLITAN REGION TOWN PLANNING SCHEME ACT**

METROPOLITAN REGION SCHEME (SECTION 33) AMENDMENT No. 1001/33

SOUTH WEST DISTRICTS OMNIBUS (No. 3A)—JERVOISE BAY

CALL FOR PUBLIC SUBMISSIONS

The Western Australian Planning Commission intends to amend the Metropolitan Region Scheme for land in the City of Cockburn and is seeking public comment.

The purpose of this amendment is to facilitate the upgrading and expansion of marine industry facilities in the Henderson Industrial Estate at Jervoise Bay, as detailed in the Commission's *Amendment Report*.

The procedure for amending the Scheme, as set out in section 33 of the Metropolitan Region Town Planning Scheme Act, is to be used to advertise this proposal. Public submissions are invited and the amendment will eventually be put to Parliament for final approval. In accordance with the procedure in section 33, the Hon Minister for Planning has approved the amendment for public display and for the calling of submissions.

Copies of the amending plan and detail plans showing the proposed changes to the zones and reservations of the Scheme, and the Commission's *Amendment Report*, are available for public inspection from Monday 9 February 1998 to Friday, 8 May 1998 at each of the following places:

- Ministry for Planning
1st floor
Albert Facey House
469 Wellington Street
PERTH
- J S Battye Library
Alexander Library Building
Francis Street
NORTHBRIDGE

Council Offices of the municipalities of:

- City of Perth
- City of Fremantle
- City of Cockburn
- City of Rockingham
- Town of Kwinana

Any person who desires to make a submission either supporting or objecting to any provisions of the proposed amendment should do so on the Form 6A. This submission form is available on request from the display locations, and is also contained in the explanatory *Amendment Report*.

Submissions must be lodged with the:

Secretary
Western Australian Planning Commission
469 Wellington Street
PERTH WA 6000

on or before 5.00pm Friday 8 May 1998. Late submissions will not be considered.

TIM HILLYARD, A/Secretary,
Western Australian Planning Commission.

PD403***TOWN PLANNING AND DEVELOPMENT ACT 1928**

ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENT

CITY OF ARMADALE

TOWN PLANNING SCHEME NO 2—AMENDMENT NO 129

Ref: 853/2/22/4 Pt 129

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Acting Hon Minister for Planning approved the City of Armadale Town Planning Scheme Amendment on January 30, 1998 for the purpose of:

1. modifying the Town Planning Scheme Maps accordingly;
2. amending the Particulars of land for Prescribed Special Use No 46 to read "Lot 50 Albany Highway, Kelmscott"; and

3. modifying the Special Use Zone No 46 Development Table by the insertion of a Requirement such that it reads as follows:

Prescribed Special Use	Requirements	Particulars of Land
46. Service Station	1. As part of any development of the rear section of the site, masonry screening fencing and a landscape buffer strip is to be provided along appropriate boundaries to Council's satisfaction, to satisfactorily reduce noise impacts on surrounding properties and ensure compliance with the Noise Abatement (Neighbourhood Annoyance) Regulations, or any subsequent noise regulations having force in Western Australia. The siting of uses and structures within this portion of the site will also need to be to the satisfaction of Council, to assist in complying with the relevant noise regulations.	Portion Lot 119 & 120 Albany Highway, Kelmscott

R. C. STUBBS, Mayor.
R. S. TAME, Chief Executive Officer.

PD404**TOWN PLANNING AND DEVELOPMENT ACT 1928**

ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENT

CITY OF ARMADALE

TOWN PLANNING SCHEME NO 2—AMENDMENT NO 136

Ref: 853/2/22/4 Pt 136

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Acting Hon Minister for Planning approved the City of Armadale Town Planning Scheme Amendment on January 30, 1998 for the purpose of:

1. rezoning a portion of Part Lot 1 Canns Road, Bedforddale deleted from the Reserves for Parks and Recreation (Region) to Rural B zone;
2. rezoning a portion of Lot 101 Canns Road, Bedforddale deleted from the Reserves for Parks and Recreation (Region) to Rural C zone;
3. rezoning a portion of Lot 66 Canns Road, Bedforddale deleted from the Reserves for Parks and Recreation (Region) to Rural C zone;
4. rezoning a portion of Crown Grant 39 cnr Bartram Road/Taylor Road, Forrestdale deleted from the Reserves for Parks and Recreation (Region) to General Rural zone;
5. rezoning a portion of Lot 2 Armadale Road, Forrestdale deleted from the Reserves for Parks and Recreation (Region) to General Rural zone;
6. rezoning a portion of Lot 1 Bristol Road, Roleystone from Reserve for Public Purpose (Contour Channel) to Rural C zone;
7. rezoning a portion of Lot 769 Bristol Road, Roleystone from Reserve for Public Purpose (Contour Channel) and General Rural to Rural C zone; and
8. rezoning a portion of Lot 13 Lake Road, Forrestdale deleted from the Reserves for Parks and Recreation (Region) to Rural D zone.

R. C. STUBBS, Mayor.
J. W. FLATOW, Chief Executive Officer.

PD409***TOWN PLANNING AND DEVELOPMENT ACT 1928**

ADVERTISEMENT OF SCHEME AMENDMENT AVAILABLE FOR INSPECTION

CITY OF STIRLING

DISTRICT PLANNING SCHEME NO 2—AMENDMENT NO 315

Ref: 853/2/20/34 Pt 315

It is hereby notified for public information that the period in which to lodge submissions on the above Amendment No 315, published at page 7139 of the *Government Gazette* No 220 dated December 5, 1997 has been extended up to and including March 3, 1998.

M. J. WADSWORTH, Chief Executive Officer.

PD405*

TOWN PLANNING AND DEVELOPMENT ACT 1928
 ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENT
CITY OF CANNING
 TOWN PLANNING SCHEME NO 39—AMENDMENT NO 2

Ref: 853/2/16/45 Pt 2

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Acting Hon Minister for Planning approved the City of Canning Town Planning Scheme Amendment on January 30, 1998 for the purpose of deleting existing Clause 4.1.2(c) and replacing it with a new Clause as follows:

“4.1.2 (c) prior to the issue of any building licence for development on the Owner’s land subject to contribution;”

M. S. LEKIAS, Mayor.
 I. F. KINNER, Chief Executive Officer.

PD406*

TOWN PLANNING AND DEVELOPMENT ACT 1928
 ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENT
CITY OF COCKBURN
 DISTRICT ZONING SCHEME NO 2—AMENDMENT NO 145

Ref: 853/2/23/19 Pt 145

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Acting Hon Minister for Planning approved the City of Cockburn Town Planning Scheme Amendment on January 30, 1998 for the purpose of:

1. Rezoning portions of Lots Pt 14 and 15 Hammond Road, Success from Rural to Residential R20.
2. Amending the Scheme Map in accordance with the Amendment Map.

J. P. GRLJUSICH, Mayor.
 R. W. BROWN, Chief Executive Officer.

PD407*

TOWN PLANNING AND DEVELOPMENT ACT 1928
 ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENT
CITY OF GOSNELLS
 TOWN PLANNING SCHEME NO 1—AMENDMENT NO 485

Ref: 853/2/25/1 Pt 485

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Acting Hon Minister for Planning approved the City of Gosnells Town Planning Scheme Amendment on January 30, 1998 for the purpose of rezoning Pt Lot 103 Pt Canning Loc 3, Pt Lot 104 Pt Canning Locs 3 and 11 and Pt Lot 105 Pt Canning Loc 11 corner of Wanaping Road and Brixton Street, Kenwick from “Residential A” to “Residential B”.

N. J. SMITH, Mayor.
 S. HOLTBY, Chief Executive Officer.

PD408

TOWN PLANNING AND DEVELOPMENT ACT 1928
 ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENT
CITY OF MANDURAH
 TOWN PLANNING SCHEME NO 1A—AMENDMENT NO 259

Ref: 853/6/13/9 Pt 259

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Acting Hon Minister for Planning approved the City of Mandurah Town Planning Scheme Amendment on January 30, 1998 for the purpose of:

1. Rezoning part of Lot 4 Leisure Way from “Tourist” Zone to “Residential 1 (R20)”, “Residential 3 (R30)”.

2. Amending the Town Planning Scheme Maps accordingly.
3. Amending the Residential Planning Code Map to include land within the R20 and R30 codes.
4. Including the following entry into the Special Zone Table:

Code No.	Particulars of Land	Base Zone	Special Use	Conditions
20	Part Lot 4 Leisure Way, Cnr Old Coast Road, Halls Head	Tourist	Shop	Shop to have maximum of 100 square metres of GLA
21	Part Lot 4 Leisure Way, Cnr Old Coast Road, Halls Head	Tourist	Nursery	

K. HOLMES, Mayor.
S. GOODE, Chief Executive Officer.

PD410***TOWN PLANNING AND DEVELOPMENT ACT 1928**

TOWN PLANNING SCHEME AMENDMENT AVAILABLE FOR INSPECTION

SHIRE OF ALBANY

TOWN PLANNING SCHEME NO 3—AMENDMENT NO 156

Ref: 853/5/4/5 Pt 156

Notice is hereby given that the local government of the Shire of Albany has prepared the abovementioned scheme amendment for the purpose of:

1. Rezoning the north-west portion of approximately 5.6377 ha of Lot 8 of Plantagenet Location 779, Link Road, Albany from "Rural Zone" to "Special Use Zone Code No 7—Zoological Garden" and including Special Conditions in Schedule 3 of the Scheme.
2. Including the south-east portion of approximately 7.173 ha of Lot 7 of Plantagenet Location 779, Albany Highway, Albany as an "Additional Use Site Code No 5—Holiday Accommodation", and including Special Conditions in Schedule 2 of the Scheme.

Plans and documents setting out and explaining the scheme amendment have been deposited at Council Offices, Mercer Road, Albany and at the Western Australian Planning Commission, Albert Facey House, 469 Wellington Street, Perth, and will be available for inspection during office hours up to and including March 20, 1998.

Submissions on the scheme amendment may be made in writing on Form No 4 and lodged with the undersigned on or before March 20, 1998.

This amendment is available for inspection in order to provide an opportunity for public comment and it should not be construed that final approval will be granted.

R. GERAGHTY, Chief Executive Officer.

PD411**TOWN PLANNING AND DEVELOPMENT ACT 1928**

ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENT

SHIRE OF AUGUSTA-MARGARET RIVER

TOWN PLANNING SCHEME NO 11—AMENDMENT NO 85

Ref: 853/6/3/8 Pt 85

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Acting Hon Minister for Planning approved the Shire of Augusta-Margaret River Town Planning Scheme Amendment on January 30, 1998 for the purpose of:

1. Rezoning Lot 2 of Sussex Location 366 and Sussex Location 412 from "Rural" Zone and "Rural; River Foreshore Protection" Zone to "Special Rural" Zone and "Parks and Recreation" Reserve and rezoning portion of the river foreshore reserve lying between Location 412 and the bank of the Margaret River from "Rural: River Foreshore Protection" to "Park and Recreation" Reserve in accordance with the scheme amendment map;

2. Amending the Scheme Text by adding the following provisions to Schedule 1: Special Rural Zones—Provisions relating to Specified Areas.

Specified Area of Locality (A)	Special Provisions to Refer to (A)
Lot 2 of Sussex Location 336 and Location 412 Horseford Road, Margaret River	<ol style="list-style-type: none"> <li data-bbox="683 371 1334 450">1. Subdivision shall be generally in accordance with the Subdivision Guide Plan attached to the Scheme Amendment Report. <li data-bbox="683 461 1334 589">2. Within areas designed as “Landscape Protection” on the Subdivision Guide Plan, no trees or other flora shall be felled. The only exception to this clause shall be the felling of trees or flora to comply with the Bush Fires Act, 1954 (as amended). <li data-bbox="683 600 1334 857">3. Clearing of flora shall only take place within those areas designated as building envelopes on the plan of subdivision, with the following exceptions: <ol style="list-style-type: none"> <li data-bbox="762 689 1334 795">(i) clearing to gain vehicular access to the lots. In any event Council on the plan of subdivision may specify the approximate location of cross-overs to the respective lots, and <li data-bbox="762 801 1334 857">(ii) clearing to comply with the Bush Fires Act 1954 (as amended). <li data-bbox="683 869 1334 1025">4. The disposal of liquid and solid waste shall be carried out by the installation of a sewerage disposal system, to the satisfaction of the Local Government. Effluent disposal areas are to be located a minimum of 100 metres from watercourses to the requirements of Council. <li data-bbox="683 1037 1334 1093">5. No dams shall be permitted on any lot unless otherwise approved by Council. <li data-bbox="683 1104 1334 1731">6. All development shall comply with the following development guidelines: <ol style="list-style-type: none"> <li data-bbox="762 1171 1334 1328">(i) buildings shall not be constructed of a height greater than 8 metres in accordance with Council’s formulae for determining height however Council can determine a lesser height limit requirement upon assessment of topographical and visual constraints. <li data-bbox="762 1339 1334 1467">(ii) buildings shall be of a sympathetic design, material and colour to complement surrounding landscape elements, to the satisfaction of the Local Government and non reflective roofing material will be required. <li data-bbox="762 1478 1334 1556">(iii) outbuildings shall form a unified group with the main building and should be of a similar form, colour and materials. <li data-bbox="762 1568 1334 1646">(iv) buildings on land of ratio greater than 1 in 10 slope shall be split level or pier construction to the satisfaction of Council. <li data-bbox="762 1657 1334 1731">(v) all buildings shall accord with Australia Standard No. 3959-1991—“Construction of Buildings in Bushfire Prone Areas.” <li data-bbox="683 1742 1334 1870">7. Livestock shall only be permitted on those lots that are predominantly cleared and shall not reach levels as to cause land degradation. In such circumstances, Council may direct a landowner to remove such livestock. <li data-bbox="683 1881 1334 1960">8. Strategic fire breaks and individual lot fire breaks shall be constructed by the developer to the satisfaction of the Local Government and the Bush Fires Board. <li data-bbox="683 1971 1334 2101">9. Council may request as a condition of subdivision approval that the subdivider undertake a tree planting programme in areas indicated on the Subdivision Guide Plan as “tree planting” and “landscape protection zone”.

Specified Area of Locality (A)	Special Provisions to Refer to (A)
	<p>10. All dwellings shall be connected to a potable water storage facility of not less than 140,000 litres capacity.</p> <p>11. Council may request as a condition of subdivision approval that the subdivider undertake a comprehensive ethnographic, archaeological and anthropological survey in accordance with the Aboriginal Heritage Act 1972 (as amended).</p>

B. GODLEY, President.
M. EASTCOTT, Chief Executive Officer.

PD412***TOWN PLANNING AND DEVELOPMENT ACT 1928**

ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENT

SHIRE OF CHITTERING

TOWN PLANNING SCHEME NO 5—AMENDMENT NO 61

Ref: 853/3/4/5 Pt 61

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Acting Hon Minister for Planning approved the Shire of Chittering Town Planning Scheme Amendment on January 30, 1998 for the purpose of:

- (a) Adding to Schedule 5—Special Rural Zones against Lots 9, 56, 73 and 77, Pt Lot 2 of Swan Loc 1371 Pt Swan Locs 1211, 1371, 323 and 484 Chittering Country Club Estate, provisions for the use of Lot 8 Gray Road to include tearooms and caretaker's residence.
- (b) Amending Schedule 5 by renumbering the existing subsection (2) in column (b) as 2(a) and inserting the following 2 (b) in column (b) of the Schedule:

(a)	(b)
Specified Areas or Localities	Special Provisions to refer to Special Rural Zones
Lots 9, 56, 73 and 77 Pt Lot 2 of Swan Loc 1371 Pt Swan Locs 1211, 1371, 323 and 484 Chittering Country Club Estate	(2) (b) Lot 8, Gray Road. Permitted Uses: The following uses may be Permitted with the Consent of Council. Tearooms Caretaker's Residence Outbuildings

S. M. METCALF, Mayor.
D. R. STEWART, A/Chief Executive Officer.

PD413***TOWN PLANNING AND DEVELOPMENT ACT 1928**

ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENT

SHIRE OF GREENOUGH

TOWN PLANNING SCHEME NO 4—AMENDMENT NO 85

Ref: 853/3/7/6 Pt 85

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Acting Hon Minister for Planning approved the Shire of Greenough Town Planning Scheme Amendment on January 30, 1998 for the purpose of rezoning Lot 102 corner McDermott Avenue and Eakins Crescent Ocean Ridge Estate from 'Residential R5' to 'Residential 12.5'.

J. P. EDWARDS, President.
W. T. PERRY, Chief Executive Officer.

PD414***TOWN PLANNING AND DEVELOPMENT ACT 1928**

ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENT

SHIRE OF HARVEY

TOWN PLANNING SCHEME NO 1—AMENDMENT NO 7

Ref: 853/6/12/18 Pt 7

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Acting Hon Minister for Planning approved the Shire of Harvey Town Planning Scheme Amendment on January 30, 1998 for the purpose of:

1. Rezoning a portion of Lot 164 Lisa Road, Australind from the 'Public Purposes (School)' reserve to the 'Residential Development' zone, and Coding the land R15;
2. Rezoning a portion of Lot 164 Lisa Road, Australind from the 'Public Purposes (School)' reserve to the 'Residential Development' zone, and Coding the land R30;
3. Rezoning a portion of Pt Lot 4 Lisa Road, Australind from the 'Public Purposes (Recreation)' reserve to the 'Residential Development' zone and Coding the land R30;
4. Rezoning a portion of Pt Lot 4 Lisa Road, Australind from the 'Residential' zone to the 'Residential Development' zone and Coding the land R15;
5. Rezoning that unzoned portion of Pt Lot 4 Lisa Road, Australind to the 'Residential Development' zone, and coding the land R30;

as depicted on the amending map adopted by the Council of the Shire of Harvey.

J. W. OFFER, President.
K. J. LEECE, Chief Executive Officer.

PD415***TOWN PLANNING AND DEVELOPMENT ACT 1928**

ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENT

SHIRE OF NANNUP

TOWN PLANNING SCHEME NO 1—AMENDMENT NO 17

Ref: 853/6/17/1 Pt 17

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Acting Hon Minister for Planning approved the Shire of Nannup Town Planning Scheme Amendment on January 30, 1998 for the purpose of:

1. Rezoning portion of Nelson Location 12066 Barrabup Road, Nannup from 'Rural' to 'Special Rural'.

as depicted on the amending map adopted by the Council of the Shire of Nannup.

2. Amending the Scheme Text by adding to 'Schedule No. 5—Special Rural Zones—Provisions Relating to Specific Areas', the following:

SCHEDULE NO. 5

Special Rural Zones—Provisions Relating to Specified Areas

(a) Specified Area of Locality	(b) Special Provisions to refer to (a)
Portion of Nelson Location 12066, Barrabup Road, Nannup	Subdivision <ol style="list-style-type: none"> 1. Subdivision to be generally in accordance with the Subdivision Guide Plan dated December 1997 attached to the Scheme Amendment Report (Amendment No. 17). 2. At the time of subdivision the Local Government will request the Western Australian Planning Commission to consider a minimum lot size of 2 hectares for this Special Rural Zone. 3. At the time of subdivision the Local Government will request the Western Australian Planning Commission that no further subdivision of the lots shown on the Subdivision Guide Plan should be permitted.

Special Rural Zones—Provisions Relating to Specified Areas—*continued*

(a) Specified Area of Locality	(b) Special Provisions to refer to (a)
	<p>Land Use</p> <p>4. The following uses are permitted:</p> <ul style="list-style-type: none"> • Single Dwelling and associated outbuildings; • Public Recreation. <p>5. The following uses are not permitted unless approval is given by the Local Government:</p> <ul style="list-style-type: none"> • Home Occupation; • Public Utility; • Rural Pursuit; • Sports Ground. <p>6. The following uses are not permitted unless special approval is given by the Local Government after the proposed use has been advertised in accordance with Clause 3.4 of the Scheme:</p> <ul style="list-style-type: none"> • Consulting Rooms; • Cottage Industry; • Professional Office. <p>7. All other uses are not permitted.</p> <p>Building Envelopes</p> <p>8. All buildings and structures shall be contained within the prescribed building envelope.</p> <p>9. Where, for the purpose of retaining natural flora, sound environmental reasons or the physical constraints of the site dictate, the Local Government may set an alternative building envelope provided it is not located:</p> <ul style="list-style-type: none"> • closer than 20 metres from lot boundaries; • within 100 metres of the State Forest; • within the 1 in 100 year floodplain; • where any building will visually intrude on the landscape and rural character of the area. <p>Services</p> <p>10. Prior to the occupation of any dwelling landowners are required to provide their own liquid and solid waste disposal systems to the specification and satisfaction of the Local Authority and the Health Department of Western Australia. In instances where the nutrient retention capacity is undesirably low, alternative effluent disposal systems with an improved nutrient retention capacity will be required.</p> <p>11. The minimum vertical clearance between the bottom of any leach drain and the highest known watertable shall be 2.0 metres.</p> <p>12. Where achievable septic tank and leach drain systems shall be set back 100 metres from any well, stream or water body.</p> <p>13. A well licence must be obtained from the Water and Rivers Commission prior to the construction of a well or bore to draw groundwater</p> <p>14. No dwelling house shall be occupied unless it is connected to a water storage tank of a minimum capacity of 92,000 litres or to an alternative source of water approved by the Local Government.</p> <p>Bush Fire Protection</p> <p>15. Fuel reduction areas (areas clear of all flammable material with the exception of live trees) shall be maintained around all buildings for a distance of 20 metres and within the 100 metre setback from the State Forest or as the Local Government may consider reasonable having regard to the slope of the land and the general vegetation.</p>

Special Rural Zones—Provisions Relating to Specified Areas—*continued*

(a) Specified Area of Locality	(b) Special Provisions to refer to (a)
	<p>16. The Local Government and the Bush Fires Board may at the subdivision stage request the Western Australian Planning Commission to impose a condition requiring the subdivider to make satisfactory arrangements for adequate on-going fire protection within the site.</p> <p>17. Fire breaks are to be established around all lots to a width of 3 metres to allow access for fire fighting vehicles. All residue from clearing these fire breaks to be disposed of prior to the sale of the lots.</p> <p>18. All domestic water supply tanks are to be fitted with a gate valve with 50mm male thread to enable brigade appliances to draw water. The installation of these fittings to be positioned so as to leave 25% of the capacity of the water in the tank.</p> <p>Fencing</p> <p>19. Boundary fencing shall be post and four strand wire, 1.0 to 1.3 metres high or post and ringlock or similar approved by the Local Government. Solid fencing such as super six or pickets shall not be permitted on boundaries and shall only be permitted in proximity to buildings where the Local Government determines that it will not adversely affect the rural amenity of the area.</p> <p>Vegetation Protection & Tree Planting</p> <p>20. No trees or substantial vegetation shall be felled or removed from the site except where—</p> <ul style="list-style-type: none"> • required for approved development works; • the establishment of a fire break is required by regulation or by-law; • trees are dead diseased or dangerous. <p>21. On lots substantially denuded of natural vegetation by previous agricultural clearing, the Local Government will require as a condition of building approval, the planting and maintenance of 50 trees and shrubs capable of growing to not less than three metres in height, to be maintained by the property owner. The planting shall be concentrated around the proposed buildings.</p> <p>Stocking Rates</p> <p>22. The Local Government may by the service of a notice on the owner of a lot in this special rural zone, impose a limit on the number and type of animals that may be kept on the lot. If the Local Government considers that there is a likelihood that adjoining owners will be inconvenienced, that there will be a loss of vegetation or amenity or land degradation will occur because of the presence of such animals, a notice may be served on the owner to remove some or all of the animals from the property. No pigs allowed for commercial enterprise.</p> <p>Foreshore Reserve</p> <p>23. At the time of subdivision the Local Government may request the Western Australian Planning Commission to impose a condition requiring the widening of the Blackwood River foreshore reserve on the amendment site to ensure appropriate walkway access.</p>

PD416*

TOWN PLANNING AND DEVELOPMENT ACT 1928
TOWN PLANNING SCHEME AMENDMENT AVAILABLE FOR INSPECTION
SHIRE OF NANNUP
TOWN PLANNING SCHEME NO 1—AMENDMENT NO 19

Ref: 853/6/17/1 Pt 19

Notice is hereby given that the local government of the Shire of Nannup has prepared the abovementioned scheme amendment for the purpose of:

1. Rezoning Nelson Location 2008 Nursery Road from "State Forest" reserve to "Special Use" zone.
2. Amending the Scheme Text Schedule 7 (Schedule of Special Use Sites) by including Nelson Location 2008 together with the permitted landuse and special provisions referring to the subject land.

Plans and documents setting out and explaining the scheme amendment have been deposited at Council Offices, Adam Street, Nannup and at the Western Australian Planning Commission, Albert Facey House, 469 Wellington Street, Perth, and will be available for inspection during office hours up to and including March 20, 1998.

Submissions on the scheme amendment may be made in writing on Form No 4 and lodged with the undersigned on or before March 20, 1998.

This amendment is available for inspection in order to provide an opportunity for public comment and it should not be construed that final approval will be granted.

R. W. McClymont, Chief Executive Officer.

PD417*

TOWN PLANNING AND DEVELOPMENT ACT 1928
SHIRE OF ROEBOURNE
INTERIM DEVELOPMENT ORDER NO 11

Ref: 26/8/5/1

Notice is hereby given that in accordance with the provisions of sub-section (2) of Section 7B of the Town Planning and Development Act, 1928 (as amended), and by direction of the Acting Hon Minister for Planning a summary as set out hereunder of the Shire of Roebourne Interim Development Order No 11 made pursuant to the provisions of Section 7B of that Act is published for general information.

The Acting Minister for Planning has made copies of this Order available for inspection by any person free of charge at the offices of the Western Australian Planning Commission, Albert Facey House, 469-489 Wellington Street, Perth, and at the offices of the Shire Council during normal office hours.

SUMMARY

1. The Shire of Roebourne Interim Development Order No 11 contains provisions inter alia:
 - (a) That the Order applies to that part of the Shire of Roebourne specified in the Order.
 - (b) That, subject as therein stated, the Roebourne Shire Council is the authority responsible for its administration.
 - (c) That the carrying out of certain development on land within the scope of the Order without approval as stated therein is prohibited.
 - (d) Relating to the application for, and grant of approval for, development other than development permitted by the Order
 - (e) Relating to development by a public authority.
 - (f) Relating to certain development permitted by this Order.
 - (g) Relating to the continuance of the lawful use of land and buildings.
 - (h) Relating to appeals against refusal of approval for development or against conditions subject to which approval to carry out development is granted.
2. The Order has effect from and after the publication of this Summary in the *Government Gazette*.
Dated 6 January, 1998.

T. S. RULAND, Chief Executive Officer.

PD418*

TOWN PLANNING AND DEVELOPMENT ACT 1928
 ADVERTISEMENT OF SCHEME AMENDMENT AVAILABLE FOR INSPECTION
SHIRE OF SWAN
 TOWN PLANNING SCHEME NO 9—AMENDMENT NO 304

Ref: 853/2/21/10 Pt 304

It is hereby notified for public information that the period in which to lodge submissions on the above Amendment No 304, published at page 7325 of the *Government Gazette* No 226 dated December 16, 1997 has been extended up to and including February 13, 1998.

E. W. LUMSDEN, Chief Executive Officer.

PD419*

TOWN PLANNING AND DEVELOPMENT ACT 1928
 ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENT
SHIRE OF WONGAN-BALLIDU
 TOWN PLANNING SCHEME NO 3—AMENDMENT NO 3

Ref: 853/3/19/4 Pt 3

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Acting Hon Minister for Planning approved the Shire of Wongan-Ballidu Town Planning Scheme Amendment on January 30, 1998 for the purpose of amending the Scheme Text by the addition of a new Clause to part 5.3 as follows:

- 5.3.5 The Council may permit a variation to the R12.5 density up to R25 for development of more than one dwelling on a lot but only where:
- (i) adequate connection to a reticulated sewer is available,
 - (ii) in the opinion of the Council the lot is suitably located close to services and facilities,
 - (iii) the Council after following the advertising procedures in clause 6.2 is satisfied there will not be adverse impacts on local amenities.

D. G. HOOD, President.
 F. J. PECZKA, Chief Executive Officer.

POLICE

PE701

POLICE ACT 1892
 POLICE AUCTION

Under the provisions of the Police Act 1892-1992, unclaimed found and stolen property and bicycles will be sold by public auction at Ross's Auctioneers, 241 Railway Parade, Maylands on Saturday 14th of February at 9.00 am.

The Auction is to be conducted by Mr Frank Lee.

R. FALCONER, Commissioner of Police,
 West Australian Police Service.

RACING, GAMING AND LIQUOR

RA101

CORRECTION
 LIQUOR LICENSING AMENDMENT REGULATIONS 1998

The *Liquor Licensing Amendment Regulations 1998* are corrected as follows:

In regulation 2 on page 561 of *Gazette* 30 January 1998, delete "Part 7" and substitute "Part 4".

RA401**LIQUOR LICENSING ACT 1988****SUMMARY OF LIQUOR LICENSING APPLICATIONS**

The following is a summary of applications received under the Liquor Licensing Act 1988 and required to be advertised. Any person wishing to obtain more details about any application, or about the objection process, should contact the Liquor Licensing Division, 1st Floor, Hyatt Centre, 87 Adelaide Terrace, Perth, Telephone: (08) 9425 1888, or consult a solicitor or relevant industry organisation.

App. No.	Applicant	Nature of Application	Last Date for Objections
APPLICATIONS FOR TRANSFER OF LICENCE			
1887/97	Debritto Pty Ltd	Application for the transfer of a Tavern Licence in respect of premises situated in Perth and known as Alhambra Bars Tavern, from Len Pervan.	19/2/98
1894/97	Kelsros Pty Ltd	Application for the transfer of a Restaurant Licence in respect of premises situated in Manjimup and known as Manjimup Motor Inn, from Clinton Grove Pty Ltd.	12/2/98
1896/97	Bellridge Enterprises Pty Ltd	Application for the transfer of a Restaurant Licence in respect of premises situated in Northbridge and known as Cafe Navona, from Bonvale Pty Ltd.	13/2/98
1897/97	Dusan Stapanovic & Slobadanka Stepanovic	Application for the transfer of a Restaurant Licence in respect of premises situated in Northbridge and known as The Bridgebar, Tapas & Cafe, from S. Paptolis Properties Pty Ltd.	16/2/98
1898/97	Barbara Dawn Gorski & Stanislaw Gorski	Application for the transfer of a Liquor Store Licence in respect of premises situated in Armadale and known as Challis Liquor Store, from Trey Nominees Pty Ltd.	17/2/98
APPLICATION FOR THE GRANT OF A LICENCE			
1260/97	Timothy John Schifferli & Anne Therese Schifferli	Application for the grant of a Wholesale Licence in respect of premises situated in Woodlands and known as Reliance Wine Portfolio.	2/3/98
1261/97	Robert Alexander Stuart & Eric Lester Henderson	Application for the grant of a Restaurant Licence in respect of premises situated in South Perth and known as Habanero.	2/3/98

This notice is published under section 67 (5) of the Liquor Licensing Act 1988.

G. B. AVES, Director of Liquor Licensing.

STATE REVENUE

SX301***STAMP ACT 1921****STAMP AMENDMENT REGULATIONS (No. 5) 1997**

Made by the Governor in Executive Council.

Citation

1. These regulations may be cited as the *Stamp Amendment Regulations (No. 5) 1997*.

Principal regulations

2. In these regulations the *Stamp Regulations 1979** are referred to as the principal regulations.

[* Reprinted as at 10 March 1997.

For amendments to 17 December 1997 see Gazette 18 July and 11 November 1997.]

Regulation 23 inserted

3. After regulation 22 of the principal regulations, the following regulation is inserted—

“

Prescribed stock exchange (s. 75JA (1a) (c))

23. For the purposes of section 75JA (1a) (c) of the Act, a stock exchange set out in the Tenth Schedule is a prescribed stock exchange.

”.

Tenth Schedule inserted

4. After the Ninth Schedule to the principal regulations the following Schedule is inserted—

“

TENTH SCHEDULE

[Regulation 23]

**PRESCRIBED STOCK EXCHANGES
(s. 75JA (1a) (c))**

Alberta Stock Exchange
 Calgary Stock Exchange
 Frankfurt Stock Exchange
 Hong Kong Stock Exchange
 London Stock Exchange
 Montreal Stock Exchange
 NASDAQ Stock Market, Inc.
 New York Stock Exchange
 New Zealand Stock Exchange
 Toronto Stock Exchange
 Vancouver Stock Exchange
 Zurich Stock Exchange

”.

By Command of the Governor,

M. C. WAUCHOPE, Clerk of the Executive Council.

WATER

WA401**RIGHTS IN WATER AND IRRIGATION ACT 1914**

Notice under Section 13 of the Act

[Regulation 14 (1)]

The Water and Rivers Commission has received the applications listed below to take and use surface water.

Any owner or occupier of land within 4.8 kilometres of the applicants land and contiguous to the watercourse may object to that application.

Any objections will be considered by the Water and Rivers Commission in determining whether a licence is issued.

Objections should be sent to reach myself at the Water & Rivers Commission, PO Box 261, Bunbury WA 6231 prior to 20th February 1998 by certified mail.

W. F. TINGEY, Regional Manager,
 South West Region.

Applicant Ogle Corporation Pty Ltd
 Property Lot 21 Location 2931 Osmington Road Osmington
 Watercourse Tributary of Margaret River

WORKSAFE

WS301*

OCCUPATIONAL SAFETY AND HEALTH ACT 1984

OCCUPATIONAL SAFETY AND HEALTH AMENDMENT REGULATIONS 1998

Made by the Governor in Executive Council.

Citation

1. These regulations may be cited as the *Occupational Safety and Health Amendment Regulations 1998*.

Regulation 3.60 amended

2. Regulation 3.60 of the *Occupational Safety and Health Regulations 1996** is amended—

- (a) after subregulation (3) (a) by deleting “and”;
- (b) by deleting subregulation (3) (b) and substituting the following subregulations—

“

- (b) must provide, where electricity is supplied to portable equipment through a fixed socket at the workplace after 31 March 1998, protection against earth leakage current by means of—

- (i) a non-portable residual current device installed at the switchboard;

or

- (ii) by a non-portable residual current device built into a fixed socket which, having regard to the primary use of the socket and its location, is likely to be used by a person operating portable equipment; and

- (c) must ensure where a non-portable residual current device has been—

- (i) installed at a switchboard, that a notice is displayed in a prominent place at or near the switchboard indicating that a non-portable residual current device has been installed at the switchboard;

or

- (ii) built into a fixed socket, that the socket can be identified as providing protection against earth leakage current.

”;

and

- (c) in subregulation (4) (b), by deleting “where compliance with subregulation (3) (b) is not practicable—” and substituting the following—

“

where the employer or a self-employed person is not satisfied that protection against earth leakage current has been provided by means of a non-portable residual current device—

”.

[* *Published in Gazette 27 September 1996, pp. 4837-5080.*

For amendments to 6 January 1998 see 1996 Index to Legislation of Western Australia, Table 4, p. 199, and Gazette 10 June and 12 September 1997.]

By Command of the Governor,

M. C. WAUCHOPE, Clerk of the Executive Council.

NOTE: A consolidated version of regulation 3.60 as amended by the *Occupational Safety and Health Amendment Regulations (No. 3) 1997* published in *Government Gazette* No. 155 of 1997 (pages 5176-5178) and the above *Occupational Safety and Health Amendment Regulations 1998* is available from WorkSafe Western Australia, 3rd Floor, 1260 Hay Street, West Perth (telephone 9327 8777) and SafetyLine on the Internet (http://www.wt.com.au/safetyline/regs/reg_360.htm).

TENDERS

ZT201

MAIN ROADS
WESTERN AUSTRALIA

Tenders

Tenders are invited for the following projects.

Information on these Tenders are available from the Contracts Officer, Supply Branch, Don Aitken Centre, Waterloo Crescent, East Perth.

Tender No.	Description	Closing Date
		1998
720/97	Supply and Delivery of Crushed Rock Base for the Realignment of Chidlow-York Road 9.41-11.3 SLK, Wheatbelt North Region	12 February
97D51	Purchase and Removal of Various Items at Main Roads Central Plant Depot, Welshpool: Water Pump, Water Tanker Trailer, Coring Machine, HF Radio, Heavy Duty Drill, Surface Pump, Vacuum Cleaner, Drill, Tamper Rammer, Screed Board, Chainsaw, Welder, Brushcutter, Hydraulic Porta Power, Gen Set, Petrol Bowser, Pneumatic Tree Prunder, Circular Saw and 3 Phase Welder	17 February

Executive Director Corporate Services.

ZT202

Acceptance of Tenders

Contract No.	Description	Successful Tenderer	Amount \$
355/97	Construction of Hordern Street Underpass No. 9175, Victoria Park	BGC Contracting	394 984.00
467C97	Fencing and Associated Ancillary Works: Great Eastern Highway—Buninyong Road to Scott Street, Greenmount	MJ Construction	96 197.00
97D37	Purchase and Removal of a 1991 Toyota Commuter Bus, MRWA C287	Midland 4WD Centre	10 527.00
97D44	Purchase & Removal of—		
	MRWA F227, Surface Pump-Kubota KGP30E	Caro Enterprise	225.00
	MRWA 4213, Office Caravan		900.00
	MRWA D376/D377, 1992 Isuzu FSR550 Truck, 212 861 Km's with Crane	Eastside Commercials	21 586.00
	MRWA 8269, Refrigerator	Ian James	57.00
	MRWA E537, Brush Cutter-Stihl FS106	Performance Plant Hire	280.00
	MRWA C955, Plate Compactor-Wacker		557.00
	MRWA D325, Plate Compactor-Wacker		612.00
	MRWA E836, Compressor McMillan MCP15R		523.00
	MRWA 0429, Caravan Store—Fabco	Peter Caruso	1 823.00
	MRWA B557, Mazda T3500		6 568.00
	MRWA H355, CB Radio		110.00
	MRWA H377, CB Radio		110.00
	MRWA B752, Chainsaw—Stihl 024AVSEQZ	Vlado Cotic	186.00
	MRWA A812, Trowelling Machine-Flextool		578.00
	MRWA C921/C980, Trailer/Water Pump-Varisco		2 301.00
	MRWA 9133, Chainsaw—Stihl 038AVEMQZ		306.00

Executive Director, Corporate Services.

PUBLIC NOTICES

ZZ101**TRUSTEES ACT 1962**

Notice to Creditors and Claimants

Creditors and other persons having claims (to which section 63 of the Trustees Act relates) in respect of the Estates of the undermentioned deceased persons are required to send particulars of their claims to me on or before the 9th March 1998, after which date I may convey or distribute the assets, having regard only to the claims of which I then have notice.

Bell, Alan Hugh, late of Ida Mann Hostel, Sixth Avenue, Maylands, died 4.12.97 (DEC 307716 DL3)

Brown, Carlita Mary, late of Graylands Hospital, Brockway Road, Mount Claremont, died 18.12.97 (DEC 307740 DS4)

Brown, Grace Emily, late of Wearne House, Leslie Street, Mandurah, died 2.1.98 (DEC 307711 DA2)

Crocket, Campbell Scott, late of Little Sisters of the Poor, Rawlins Street, Glendalough, formerly of Unit 9/12 Hastings Street, Scarborough, died 5.11.97 (DEC 307661 DS2)

De Jager, Dirk Arie, late of Lakeside Lodge, 33 Stanton Road, Belmont, died 15.1.98 (DEC 307720 DG2)

Farrell, Rachel Marie, (also known as Dimer, Rachel Marie), late of 28 Morton Way, Esperance, formerly of 52 Elizabeth Terrace, Wilsden, Port Augusta, South Australia, died 28.10.97 (DEC 306992 DE2)

Fitzgerald, Ronald Bruce, late of Hammersley Nursing Home, 441 Rokeby Road, Subiaco, died 27.1.98 (DEC 307767 DG4)

Fitzpatrick, John Edward, late of Alfred Carson Nursing Home, 30 Bay Road, Claremont, died 14.10.97 (DEC 307796 DD2)

Hammer, Vera, late of RSL War Veterans' Home, 51 Alexander Drive, Mount Lawley, died 15.1.98 (DEC 307639 DS4)

Harrison, Raymond, late of RSL War Veterans' Home, 51 Alexander Drive, Mount Lawley, died 20.9.97 (DEC 305270 DD4)

Hinde, Bertha Mary, late of 175B Lockhart Street, Como, died 10.1.98 (DEC 307688 DG4)

Hollamby, Edna May, late of 13 Doyle Street, Mosman Park, died 17.10.97 (DEC 305945 DS2)

Hosking, Gladys Ellen, late of Applecross Nursing Home, River Way, Applecross, died 9.1.98 (DEC 307662 DC4)

Iles, Constance Irene, late of 9 Granley Avenue, Mundaring, died 2.11.97 (DEC 306220 DS2)

Lee, Phyllis Frances, late of Hollywood Senior Citizens Village Nursing Home, Monash Avenue, Nedlands, died 7.1.98 (DEC 307793 DS2)

Lunt, Norman Henry George, late of 201 Mandurah Terrace, Mandurah, died 19.12.97 (DEC 307316 DD1)

Maher, Steven Roy, late of Flat 732/32 Dumond Street, Bentley, died 14.11.97 (DEC 306471 DE3)

McCormick, Mary Elizabeth Glyn, late of Villa Maria Nursing Home, Bussell Highway, Busselton, died 13.12.97 (DEC 307717 DG3)

Morris, Olga, late of Hamilton Hill Nursing Home, 27 Ivermey Road, Hamilton Hill, died 6.12.97 (DEC 306787 DD2)

Nelson, Eleanor, late of Tandara House, Swan Cottage Nursing Home, Bentley, died 2.12.97 (DEC 307768 DL4)

Parkin, Dorothy Olivia, late of 7/29 Moldavia Street, Tuart Hill, died 2.1.98 (DEC 307701 DS3)

Raphael, Edward Louis, late of 5 Foston Way, Duncraig, died 21.12.97 (DEC 307216 DE2)

Sinclair, Ida Doris May, late of Amaroo Nursing Home, 74 Lissiman Street, Gosnells, died 10.1.98 (DEC 307549 DA2)

Ullmann, Helmut Walter, late of 70 Penzance Street, Bassendean, died 16.1.98 (DEC 307721 DP4)

K. E. BRADLEY, Public Trustee,
Public Trust Office, 565 Hay Street, Perth WA 6000
Telephone 9222 6777.

ZZ201**TRUSTEES ACT 1962**

Notice to Creditors and Claimants

Creditors and other persons having claims (to which section 63 of the Trustees Act relates) in respect of the Estate of the undermentioned deceased persons are required by Perpetual Trustees W.A. Ltd of 89 St George's Terrace Perth, to send particulars of their claims to the Company, by the undermentioned

date, after which date the said Company may convey or distribute the assets, having regard only to the claims of which the Company then has notice.

Claims for the following expire one month after the date of publication hereof.

Dated this 4th day of February 1998.

P. M. PRINDABLE, Senior Manager, Private Client Division.

Cook, Edward Harman Claussen late of 44 Devon Road, Swanbourne WA 6010, Retired Accountant, died 19/1/98.

English, Frank Maxwell Bennison late of St Lukes Nursing Home, 429 Rokeby Road, Subiaco WA 6008, Retired Civil Servant, died 10/1/98.

Matsen, Dellys May late of Gwentyfred Nursing Home, Gwentyfred Road, South Perth WA 6151, Widow, died 10/1/98.

Nockolds, Colin Eldred late of Elanora Villas, Bunbury WA 6230, Retired Storekeeper, died 10/12/97.

Watkins, Colin Edward late of Gracehaven Nursing Home, 2 Westralia Gardens, Rockingham WA 6168, Retired Maintenance Worker, died 27/9/97.

ZZ401

NOTICE OF DISSOLUTION OF PARTNERSHIP

Notice is hereby given that the partnership previously existing between Margaret Mary Garlando and Harvey Porter Jackson carrying on business known as "The Pawn Shop Scarborough", and "The Pawn Shop Midland" has been dissolved as from the 1/12/97.

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1997 Acts

These Acts were passed by Parliament during 1997.

1. Trustees Amendment Act
2. Metropolitan (Perth) Passenger Transport Trust Amendment Act
3. Labour Relations Legislation Amendment Act
4. Western Australian Sport Centre Trust Amendment Act
5. Acts Amendment (Marine Reserves) Act
6. Sea-Carriage Documents Act
7. Limitation Amendment Act
8. Bank Mergers Act
9. Bank Mergers (Taxing) Act
10. Iron and Steel (Mid West) Agreement Act
11. Treasurer's Advance Authorization Act
12. Revenue Laws Amendment (Taxation) Act
13. Revenue Laws Amendment (Assessment) Act
14. Appropriation (Consolidated Fund) Act (No. 1)
15. Appropriation (Consolidated Fund) Act (No. 2)
16. Regional Development Commissions Amendment Act
17. Curriculum Council Act
18. State Trading Concerns Amendment Act
19. Restraining Orders Act
20. Casino (Burswood Island) Agreement Amendment Act
21. Family Court (Orders of Registrars) Act
22. Professional Standards Act
23. Acts Amendment (Auxiliary Judges) Act
24. Turf Club Legislation Amendment Act
25. Human Tissue and Transplant Amendment Act
26. Appropriation (Consolidated Fund) Act (No. 4)
27. Cement Works (Cockburn Cement Ltd) Agreement Amendment Act
28. W.A. Land Authority Amendment Act
29. Acts Amendment (Legal Costs) Act
30. Land Administration Act
31. Acts Amendment (Land Administration) Act
32. Water Legislation Amendment Act
33. Water Services Coordination Amendment Act
34. Juries Amendment Act
35. W.A. Coastal Shipping Commission Amendment Act
36. Loan Act
37. Grain Marketing Amendment Act
38. Reserves Act
39. Fishing & Related Industries Compensation (Marine Reserves) Act
40. Family Court Act
41. Acts Amendment & Repeal (Family Court) Act
42. Equal Opportunity Amendment Act (No. 3)
43. Commercial Arbitration Amendment Act
44. Maritime Archaeology Amendment Act
45. Pay-Roll Tax Amendment Act
46. Public Notaries Amendment Act
47. Wills Amendment Act
48. Mutual Recognition (W.A.) Amendment Act
49. Sunday Observance Laws Amendment & Repeal Act
50. Road Traffic Amendment Act
51. Revenue Laws Amendment (Assessment) Act (No. 2)
52. Appropriation (Consolidation Fund) Act (No. 3)
53. Dampier to Bunbury Pipeline Act
54. Interpretation Amendment Act
55. Fuel Suppliers Licensing & Diesel Subsidies Act
56. Acts Amendment (Franchise Fees) Act
57. Statute Repeals and Minor Amendments Act
58. Osteopaths Act

Reprinted Regulations

Individual Acts and Regulations are from time to time reprinted under the *Reprints Act 1984* incorporating all amendments up to a particular date.

This program is managed by Parliamentary Counsel's Office, Ministry of Justice.

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Health (Pesticides) Regulations 1956
Prisons Regulations 1982
State Planning Commission Regulations 1962
Community Services (Child Care) Regulations 1988
Strata Titles General Regulations 1996
Electricity (Licensing) Regulations 1991
Stamp Regulations 1979
Veterinary Surgeons Regulations 1979
Motor Vehicle (Third Party) Insurance Regulations 1962
Metropolitan Water Supply Sewerage and Drainage By-laws 1981
Travel Agents Regulations 1986
Legal Practice Board Rules 1949
Gaming Commission Regulations 1988
Business Names Regulations 1962
Dangerous Goods Regulations 1992
Industrial Training (General Apprenticeship) Regulations 1981
Construction Industry Portable Paid Long Service Leave Regulations 1986
Dairy Industry Regulations 1977
Dental Board Rules 1973
Plant Diseases Regulations 1989
Bulk Handling Regulations 1967
Financial Institutions Duty Regulations 1984
Building Regulations 1989
W.A. Marine (Certificate of Competency and Safety Manning) Regulations 1983
W.A. Marine (Surveys and Certificates of Survey) Regulations 1983
Water Agencies (Charges) By-laws 1987
Land Drainage By-laws 1986
Rottneest Island Regulations 1988
Liquor Licensing Regulations 1989
Road Traffic Code 1975
Pharmacy Act Regulations 1976
Betting Control Regulations 1978
Finance Brokers Control (General) Regulations 1977
Employment Agents Regulations 1976
Litter Regulations 1981
Financial Administration Regulations 1986
Home Building Contracts Regulations 1992
Dog Regulations 1976

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