



murchisonshire

Ancient land under brilliant skies

Ordinary Council Meeting

24 October 2024

Agenda Attachments



Department of Planning,
Lands and Heritage

Our ref: File No: 01230-2014, Case No:2400752
E-mail: leasemanagement@dplh.wa.gov.au

Chief Executive Officer
Shire of Murchison
PO Box 61
MULLEWA WA 6630

By Email: admin@murchison.wa.gov.au;
cc: ceo@murchison.wa.gov.au

Dear Sir/Madam

**PART 7 DIVISION 5 PERMIT AMENDMENT APPLICATION
PERMIT S121.16-001 - WOOLEEN STATION - PASTORAL LEASE N049906**

The Pastoral Lands Board (Board) has received an application from the lessee of Wooleen Station requesting an amendment to a permit to undertake pastoral based tourism on the above pastoral lease, as provided for under Section 121 of the *Land Administration Act 1997*. Please note this is an application for the amendment of an existing permit (s121.16-001) for a similar activity.

Please find attached a copy of the permit application and draft conditions for a permit which is being considered to be made valid for the term of the pastoral lease, subject to compliance with the conditions. Conditions may be amended or added subject to this consultation process.

The Board would like to give you the opportunity to comment on the proposal, in particular any comments you may have in accordance with the *Local Government Act 1995* or other specific Acts.

Your response should be submitted by the 24th of July 2024. Should you have no comment, it would be appreciated if you would provide advice to this effect by means of an email to Eileen.Lemoine@dplh.wa.gov.au by the due date.

If you require any further information regarding the proposal, please do not hesitate to contact me on (08) 6552 4566.

Yours faithfully

Eileen Lemoine

Eileen Lemoine
Senior State Land Officer
Property & Risk Management
Land Use Management
26 June 2024

Att:- Permit Application
Location Map
Draft Permit Conditions – Section 121 LAA



APPLICATION FOR DIVERSIFICATION PERMIT

Land Administration Act 1997

1. Station Name: Wooleen Station
2. Lease Number(s): NO49906
3. Registered Lessee(s): Rainstar Holdings Pty Ltd

4. Lessee Contact Name: Frances Pollock
5. Lessee Contact Address details:

Address: Twin Peaks – Wooleen Road, Murchhison Postcode: 6630

Telephone: (08) 99637973 _____ Facsimile: () _____ NA

Mobile: 0423176614 _____ E-mail: frances@wooleen.com.au

6. Provide a detailed description of the enterprise proposed for the permit area including a list of all facilities that are to be used or proposed to be constructed. (NOTE for low-key tourism permit applications, you must describe how these will be pastoral-based activities, as well as the maximum number of overnight visitors per area e.g. staying in homestead, in shearers quarters, in camping area, etc. For permits to cultivate non-indigenous plant species, you need to provide the plant genus and species (i.e. the botanical name) of the proposed plant type(s) and the plant species must not be prohibited on the Western Australian Organism List).

It is recommended you also refer to the [Pastoral Purposes Framework](#), which provides a guide to activities that can be undertaken on pastoral land. The [PLB Policy for Cultivation of Non-Indigenous Plant Species on a Pastoral Lease](#) also outlines certain policy requirements, and includes useful templates and tools to assist you in completing your application, including a Biosecurity Plan that may be required for plant species that are deemed high risk or above in the Future Farm Industries Weed Risk Assessment.

This application will be referred to other relevant organisations such as Government departments and any native title parties for comment. To comment, they need to know sufficient details about the proposal. Providing insufficient detail will delay the assessment of this application. In some cases, a management plan of the proposal will be required to assist in the assessment – you will be contacted if this is necessary.

The land described in this permit is only to be used for the purpose of: pastoral based tourism providing station stay accommodation consisting of homestead (10 people), two self-contained cottages (12 people), camping ground near the homestead (26 sites) and three nature-based camping areas: Murchison River (4 sites), Breakaway (1 site), Jurdu (3 sites) and Gidgee Trees (2 sites). Ablutions and showers are provided at the homestead and nature-based campsites have ablution facilities only. Meals are provided for homestead guests. A cafe and small shop and are provided for all guests at the converted shearing shed mess. Guests may also participate in station activities such as viewing the station museum, self-guided walks , and drives or guided talks and walks through designated station tracks and access to mountain bike/ hiking trails.

7. Location of proposal:

(i) Maps:

You need to provide two scale maps:

- A scale map of the whole pastoral lease on A3 or A4 paper, showing lease boundaries, roads, tracks, rivers, and the location of the proposed enterprise. (Please note that hand-drawn maps are not acceptable)
- A scale site map of the proposal on A3 or A4 paper, showing all relevant features of the proposal, such as the proposed permit boundaries, all proposed and existing buildings, tracks and fencing, as well as any other features related to the proposal (e.g. machinery sheds, area/s where the plants will be sown, location and number of caravan bays, watercourses, bores, etc.).

(ii) Coordinates:

You need to provide relevant MGA coordinates or latitude and longitude of the proposal (e.g. 4 boundary corners (minimum) of the total permit area, plus additional centre coordinates of each pivot, shed and specific structures etc.).

8. What area of land will be required for this enterprise?

All of the lease ☐ or _____ hectares

9. What is the required term of the permit?

Term of lease (maximum term) or _____ years

10. Do you have an existing diversification permit or have you had one for any purpose in the past? If so, state purpose.

Yes – We are just updating existing permit s121.16-001

11. Timetable:

Please provide the proposed timetable for the full implementation (i.e. from commencement to completion) of the proposal.

2025

12. What is the subject land currently used for?

Cattle and tourism

13. Current situation

- (a) Will the proposed development require land clearing (including native grasses)?

Note: It is strongly recommended that you confirm with the Department of Water and Environmental Regulation whether a Permit to Clear is required.

No ☒ Yes ☐ If yes, what area? _____ Hectares.

If yes, what vegetation is currently on the area of the proposed development?

- (b) Does the area of the proposed development include or is it within one kilometre of a nature reserve, coastline, river, wetland or any other area that may be sensitive or contain significant nature conservation values?

No ☒ Yes ☐

14. Is the development for an activity that could discharge pollutants on or off the lease? If so, attach information as to how they will be managed.

Type of Pollutant		Yes	No
Effluent	e.g. waste from ablution blocks, feedlot or aquaculture	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chemical	e.g. fertiliser or herbicides associated with weed control.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other (eg. dust) Please specify.			

15. Water sources:

Are any water sources to be used for this proposal?

No ☐

Yes ☒

If yes, describe the source of the water (e.g. rainfall, groundwater, river etc.), how it will be stored (if applicable) and how it will be distributed and applied to the proposed activity. It is strongly recommended that you discuss your proposal with the Department of Water and Environmental Regulation to determine if you require a 'Licence to Take Water'.

The tourism will use rainwater collected from the roof. It will also use a small portion of groundwater which is currently being pumped for pastoral purposes.

What annual volume will be required? (Please estimate) _____

For growing fodder, crops, etc., please state the water quality (salinity) to be used, in either millisiemens per metre, grains per gallon or parts per million: _____

Will there be any change in livestock numbers on the pastoral lease when the new permit activity is in place?

No ☒

Yes ☐

If yes, change in numbers will be from _____ to _____

State type of livestock _____

16. Will any services or produce (e.g. rooms or campsites for tourists, seed, fodder, etc.) be sold or traded in relation to activities from this diversification permit?

No ☐

Yes ☒

17. Is any part of the station listed on the State Register of Heritage Places?

No ☒

Yes ☐ if yes, please specify what part.

18. Does the development raise any issues known to be of concern or controversy to the community?

No ☒

Yes ☐ if yes, please specify:

Comments/Additional Information:

We are updating our existing permit, issued on the 11th July by Brett Cook.

19. Name and signature of applicant(s) (All registered lessees must sign)

I/We certify that all details in this application are correct to the best of my/our knowledge.

I/We acknowledge that should any details be subsequently shown to be incorrect or misleading, the permit, if issued, is liable to be cancelled immediately.

I/We authorise a copy of this application and any associated documentation to be provided to any relevant Government department or native title parties for the purposes of assessment and advice (including on the status) of this application.

.....
(Name) Frances Pollock

.....
(Signature)

.....
(Date) 09/03/2024



.....
(Name) David Pollock

.....
(Signature)

.....
(Date) 09/03/2024



.....
(Name)

.....
(Signature)

.....
(Date)

.....
(Name)

.....
(Signature)

.....
(Date)

To avoid delays please check that all questions have been answered and the required maps have been enclosed.

Send this form with advice of fee payment to:

Department of Planning, Lands and Heritage

Land Use Management
Locked Bag 2506
PERTH WA 6001 or email to: Proposals@dplh.wa.gov.au

Please arrange payment of the Diversification Permit fee of \$942.00, comprising of document preparation fee of \$781.00 plus application fee of \$161.00. Please note this application will be returned if payment is not received within five working days of the form submission.

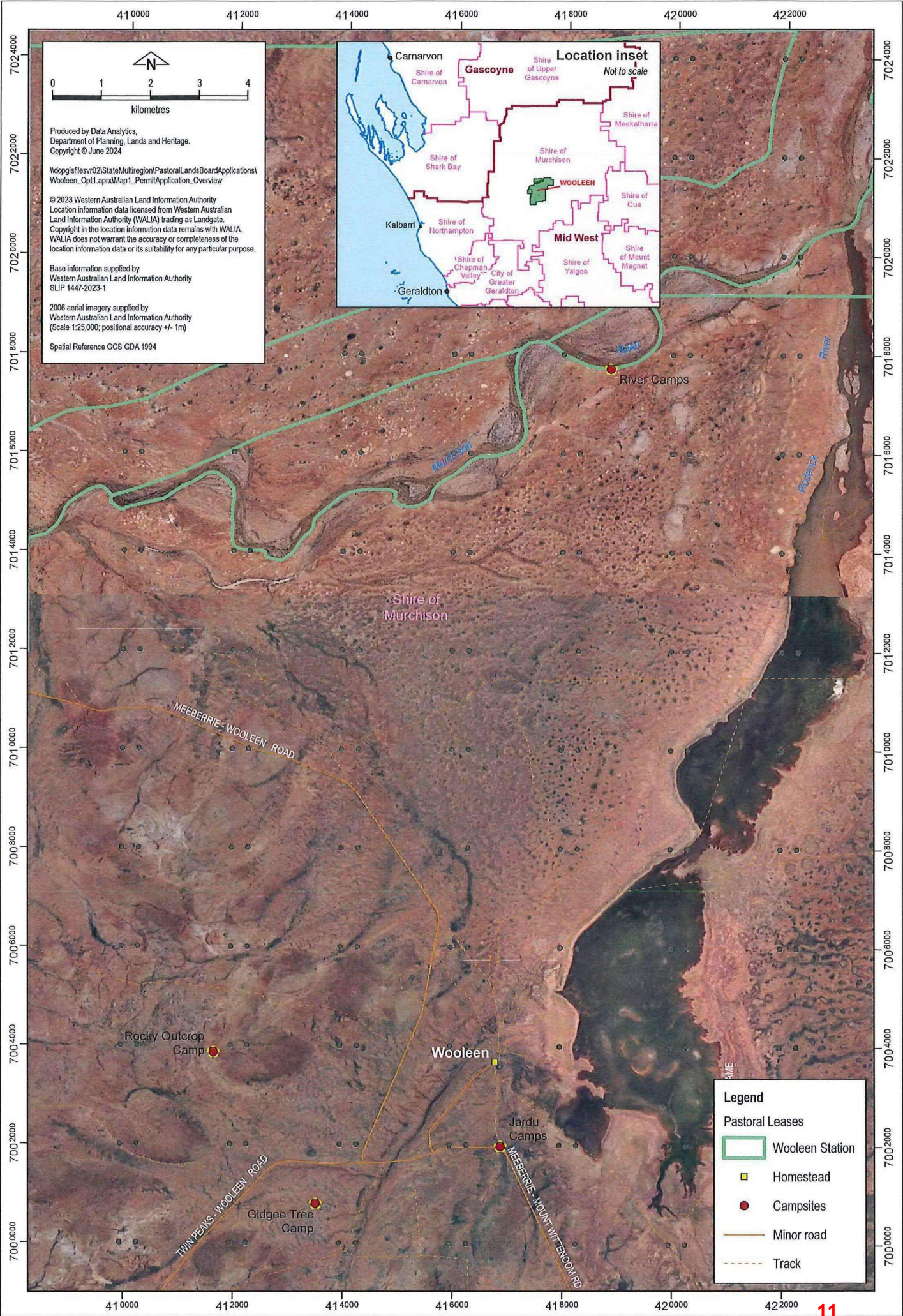
Payment Options:

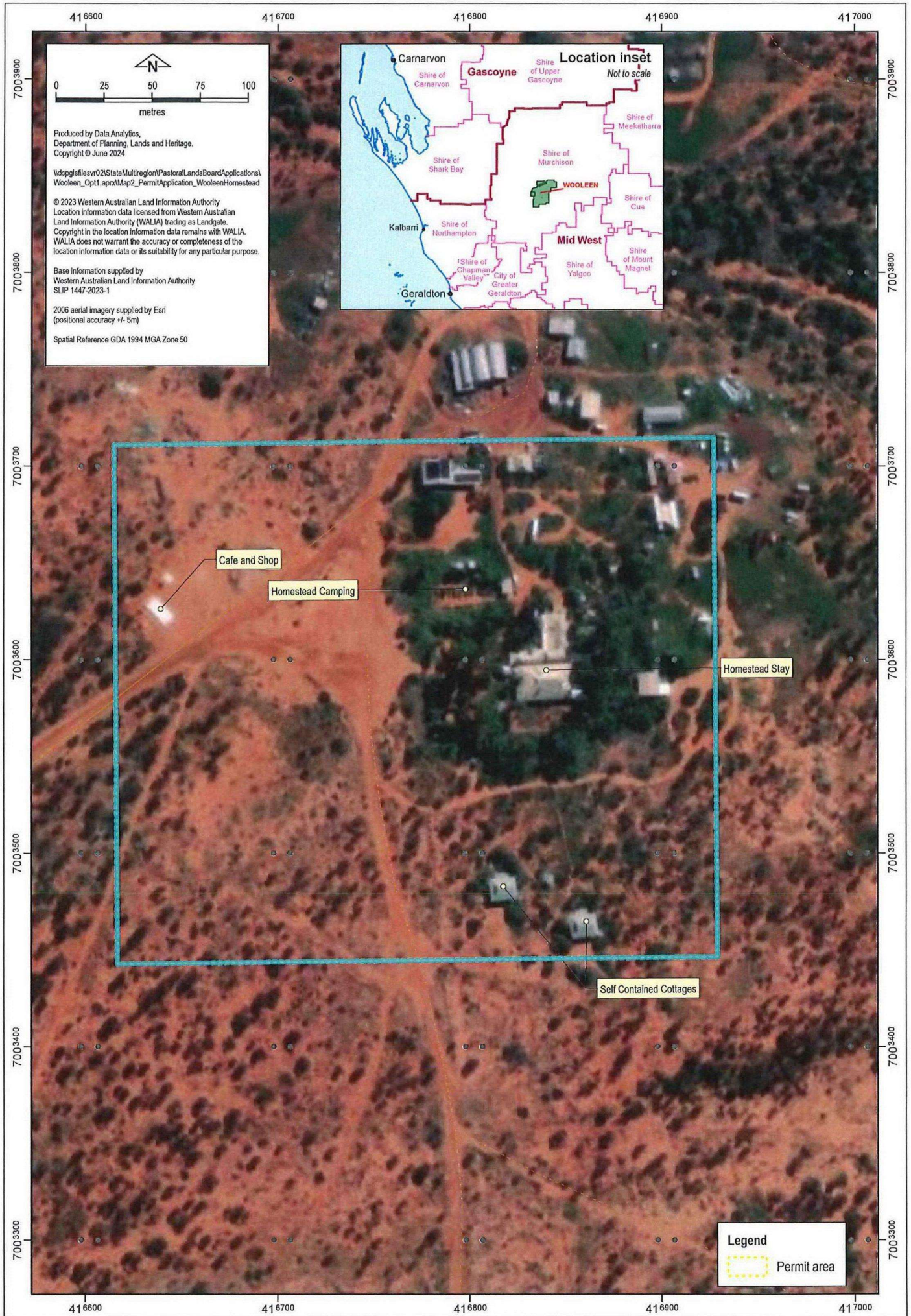
BPoint: www.bpoint.com.au/
Biller Code: 1002614
Enter as required:
Customer Number (enter file number or case number)
Customer Reference number/invoice (enter your name or company name and payment description i.e. Mr Smith payment for Diversification Permit)

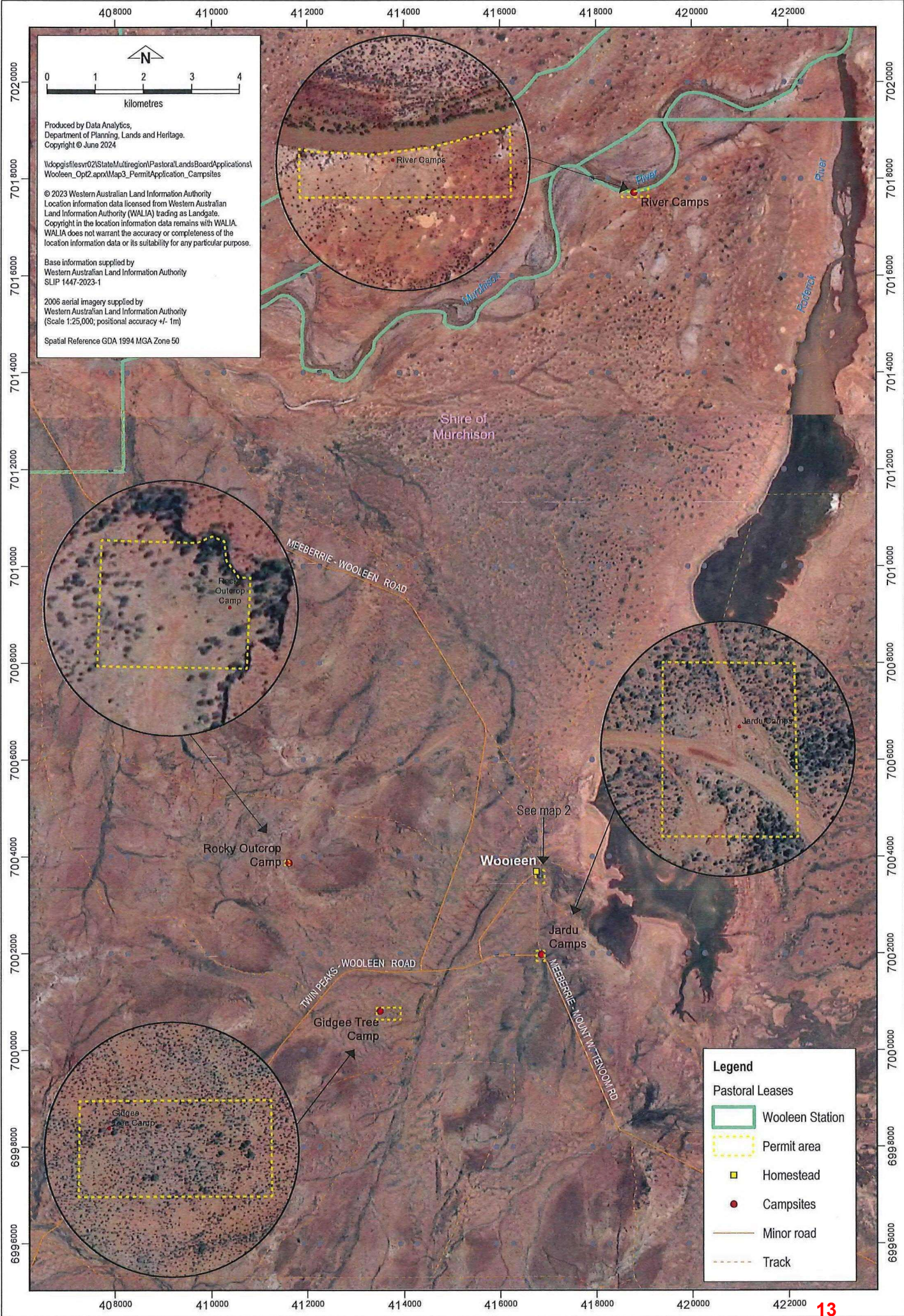
Electronic Funds Transfer: Account Name: Department of Planning, Lands and Heritage
BSB: 066-040 Account Number 19 903 039
Ref: (enter file number or case number) & (enter your name or company name and payment description i.e., Mr Smith payment for Diversification Permit)

Remittance / Payment Advice – email receivables@dplh.wa.gov.au

Credit Card: Please telephone (08) 6552 4403 (Receivables)







Wooleen Pastoral Station Permit s121.16-001 - Campsites

**DRAFT PERMIT CONDITIONS FOR
PASTORAL-BASED TOURISM ACTIVITIES
ON WOOLEEN STATION
SECTION 121 OF LAA AND
SUBDIVISION G NTA
PERMIT S121.16-001 (AMENDMENT)**

1. The term of this permit is the term of the Pastoral Lease.
2. The Permit Area is only to be used for the purpose of: pastoral based tourism activities limited to station stay at the homestead complex (max 10 people) with ablutions and showers, two self-contained cottages (max 12 people), camping ground near the homestead (max 26 sites). Three nature-based camping areas with ablution facilities: Murchison River (4 sites), Breakaway (1 site), Jurdu (3 sites) and Gidgee Trees (2 sites). Meals are also provided for homestead guests. A cafe and small shop are provided for all guests at the converted shearing shed. Guests may also participate in station activities such as viewing the station museum, self-guided walks, drives or guided talks and walks through designated station tracks and access to mountain bike/hiking trails on the pastoral lease (**Authorised Permit Activity**).
3. The Authorised Permit Activity is limited to 32.4406 ha (Permit Area), as identified on the map(s) submitted as part of the application for the permit and attached to this permit.
4. Where the Permit Area is the whole of the pastoral lease, the permit is subject to the condition that the Authorised Permit Activity may occur on no more than 50% of the Permit Area at any one time and the majority of the Pastoral Lease must continue to be used for primary production activities within the meaning of the *Native Title Act 1993* at that time.
5. Payment of rent:
 - a) The annual rent for the Permit Area will be determined by the Valuer-General in accordance with section 124 of the LAA (Annual Rent). Under section 122I of the LAA the Minister will adjust the Annual Rent by the rate of change in the CPI Index (Perth All groups) on 31 December each year (Adjusted Annual Rent). The Adjusted Annual Rent is payable from 1 July the following year. No CPI adjustment will occur in a calendar year the Valuer-General makes a determination of Annual Rent under section 124 LAA.
 - b) The permit holder must:
 - i. pay the Annual Rent commencing from the date on which the Department first notifies the permit holder of the determination of Annual Rent which shall be no earlier than the Permit Rent Commencement Date; and
 - ii. pay the Annual Rent or Adjusted Annual Rent for each successive year as determined in accordance with sections 124 and 122I of the LAA.
 - c) The permit holder will be advised in writing of the Annual Rent or Adjusted Annual Rent for the permit and must pay the Annual Rent or Adjusted Annual Rent by the due date in the invoice.
6. The permit holder:
 - a) may only carry out the Authorised Permit Activity of a type, scale and nature as is permitted in this permit or contained in the application for the permit to the extent that it is not inconsistent with this permit;

**DRAFT PERMIT CONDITIONS FOR
PASTORAL-BASED TOURISM ACTIVITIES
ON WOOLEEN STATION
SECTION 121 OF LAA AND
SUBDIVISION G NTA
PERMIT S121.16-001 (AMENDMENT)**

- b) may place, effect, construct, erect or undertake new Improvements or alter existing Improvements on the Permit Area as is reasonably required or necessary for or ancillary to the Authorised Permit Activity and replace, renew, remove or restore all such Improvements; and
 - c) shall keep and maintain all such Improvements in good condition to the satisfaction of the Board.
- 7. The permit holder must:
 - a) obtain, keep current and comply with all Authorisations required to use the Permit Area for the Authorised Permit Activity and provide a copy of such Authorisations to the Board upon request; and
 - b) comply with all Authorisations, Laws, requirements, notices, orders and lawful directions of any Governmental Agency applicable to the exercise of the permit holder's rights or the performance of the permit holder's obligations under this Permit.
- 8. The:
 - a) provisions of the LAA relating to permits and pastoral leases on Crown land granted under Part 7 of the LAA apply to this permit; and
 - b) the provisions of the permit do not in any way affect, alter or derogate from the Minister's or the Board's rights or powers conferred under the LAA.
- 9. Subject to any provisions to the contrary in the LAA, this permit:
 - a) does not confer a registrable interest in the land on the permit holder;
 - b) is personal to the permit holder (the pastoral lessee); and
 - c) is transferable to another party on transfer of the pastoral lease provided the requirements of section 134A of the LAA are met.
- 10. Without limiting section 139 of the LAA; where the Term is more than 5 years, the Board shall carry out a permit review (Permit Review) at 5 yearly intervals throughout the Term to ascertain whether:
 - a) this permit is still appropriate and applicable to the Authorised Permit Activity;
 - b) the permit holder is in compliance with the permit and its conditions;
 - c) changes in the law or environmental or other conditions require variation of the permit and its conditions under section 122B of the LAA.
- 11. Without limiting the powers of the Board and Minister under section 124 of the LAA, each Permit Review shall include review of the current annual rent for the Permit Area by the Valuer-General in accordance with that clause.
- 12. Following a Permit Review, the Board may vary this permit and its conditions to take account of any changes that are reasonably required or issues identified under clauses 10 or 11.
- 13. The permit holder acknowledges that the Board may investigate at any time whether the permit holder is or has been complying with the conditions of the permit, and the Board and persons authorised by the Board may for that purpose

**DRAFT PERMIT CONDITIONS FOR
PASTORAL-BASED TOURISM ACTIVITIES
ON WOOLEEN STATION
SECTION 121 OF LAA AND
SUBDIVISION G NTA
PERMIT S121.16-001(AMENDMENT)**

and for the purpose of any Permit Review, enter on the land subject to the pastoral lease and inspect it.

14. If the permit holder fails to comply with a condition of the permit or fails to pay any rents or fees:
 - a) the Board may suspend or cancel the permit; or
 - b) the Board may issue a default notice in accordance with section 129 of the LAA; and
 - c) the permit holder may incur a financial penalty and/or render the pastoral lease subject to forfeiture under sections 130 and 131 of the LAA.
15. Upon expiry or earlier cancellation of the permit and if an application for a new permit is not made within 12 to 6 months prior to expiry of the permit or if an application for a new permit is not granted, the permit holder, if directed by the Board, must remove all Improvements made under this permit and restore the Permit Area (and original infrastructure, if any) to the satisfaction of the Board. This may include removal of any imported materials, along with rehabilitation of the land surface (including landform to original shape and revegetation).
16. The permit holder may apply in writing to the Board to surrender the permit prior to its expiry and must comply with any conditions imposed by the Board.
17. Any proposed alteration to the Authorised Permit Activity must be referred to the Board for consideration and re-assessment. The Board may amend or cancel this permit and issue a new permit and impose further conditions.
18. a) The permit holder must, during the term of the permit, effect, maintain and keep current with an insurer, a public risk insurance policy for risks relating to the activities covered by the permit for an amount of not less than [\$20,000,000] for any one claim (or such other amount as the Board may reasonably require at any time) covering all claims and losses howsoever arising or caused, including, but not limited to claims in respect of:
 - i. any injury of, illness to or death of any person;
 - ii. any loss, damage or destruction of any property belonging to any person including the lessor under the pastoral lease;
 - iii. liability arising out of any contamination, pollution or environmental harm of the Permit Area or the Surrounding Area caused or contributed to by the permit holder or the employees, agents, contractors, consultants, invitees and any other person acting with authority or permission of the permit holder.
- b) Upon the request of the Board, the permit holder must give the Board a copy of the certificate of currency of the policy of insurance referred to in subclause (a).
- c) The permit holder will not do or omit to do any act or thing or bring onto or keep anything on the Permit Area which might render the insurance required under this clause void or voidable.

**DRAFT PERMIT CONDITIONS FOR
PASTORAL-BASED TOURISM ACTIVITIES
ON WOOLEEN STATION
SECTION 121 OF LAA AND
SUBDIVISION G NTA
PERMIT S121.16-001 (AMENDMENT)**

19. The permit holder indemnifies the Indemnified Parties from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be brought or made against any one of them in respect of:
 - a) any loss whatsoever;
 - b) any injury or damage of or to any kind of property (including the property of third parties);
 - c) any death of or injury or illness sustained by any person,
caused by, contributed to or arising out of, or in connection with, whether directly or indirectly any of the activities, operations or businesses permitted under the permit, and
 - d) compensation payable, in respect of the issue of this permit, under the *Native title Act 1993*.
20. This permit does not authorise or permit any tourism activities that involve observing activities or cultural works of Aboriginal peoples. The following is provided, by way of information only, in relation to the application of the *Aboriginal Heritage Act 1972* to the pastoral lease:

<No of> Aboriginal sites have been recorded on the land in the vicinity of the permit area, but there may be sites that have not yet been identified.

DEFINITIONS

Authorisation includes a consent, authorisation, permit, licence, approval agreement, certificate, authority or exemption from, by or with a Governmental Agency or required under any Law and all conditions attached to an authorisation.

Board means the Pastoral Lands Board established under Part 7 of the LAA or any other body exercising similar functions.

CPI Index means the Consumer Price Index All Groups Index number for Perth published by the Australian Bureau of Statistics.

Department means the department principally assisting the Minister in the administration of the LAA being the Department of Planning, Lands and Heritage or any of its permitted successors.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, statutory authority or entity.

Improvements includes buildings, sheds, yards, fences, windmills, bores, wells, dams, water apparatus, drains and pipes and other facilities, structures, fixtures and fittings.

Indemnified Parties means the Minister for Lands, the Board and all officers, servants, agents, contractors, invitees and licensees of any of them.

Improvements includes buildings, sheds, yards, fences, windmills, bores, wells, dams, water apparatus, drains and pipes and other facilities, structures, fixtures and fittings.

**DRAFT PERMIT CONDITIONS FOR
PASTORAL-BASED TOURISM ACTIVITIES
ON WOOLEEN STATION
SECTION 121 OF LAA AND
SUBDIVISION G NTA
PERMIT S121.16-001 (AMENDMENT)**

LAA means the *Land Administration Act 1997*.

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Minister means the Minister for Lands, a body corporate continued under the LAA.

Permit Rent Commencement Date means [date – usually six months from the date of issue of the permit, the issue date being the date the permit is signed by the PLB Chairperson].

Surrounding Area means any land or water adjacent to or in the vicinity of the Permit Area and the air generally above the Permit Area and includes an affected site within the meaning of that term as defined in the *Contaminated Sites Act 2003*.

Term means the term of the permit as set out in clause 1.



Policy

24 October 2024

5.8 Community Centre Sports Club Bar

Well-being

Social

Background

The Murchison Sports Club has over many years historically and successfully operated the bar facilities at the Murchison Community Centre and Murchison Sports Club. This policy formalises authorisation for these arrangements and will provide the basis for an operating agreement.

Objectives

To provide a framework to allow the Murchison Sports Club to operate bar facilities at the Murchison Community Centre and Murchison Sports Club.

Details

The Murchison Sports Club (Club) shall be permitted to have sole occupation of the bar room and associated bar facilities and to conduct all operations for these facilities, including the sale and management of alcohol, on the following basis.

- 1 Sole occupation by the Murchison Sports Club shall be restricted to the current bar room and associated bar facilities. Use of other facilities within the Murchison Community Centre and Murchison Sports Club shall be undertaken in accordance with Policy 5.1 Community Use of Facilities and associated operating procedures.
- 2 Other than events as described in clause 10, the Club shall be responsible for the provision of sale and management of alcohol for all events sponsored by or organised by or on behalf of Council.
- 3 The Club shall be permitted to provide services for the sale and management of alcohol for all other community events with Council's the prior permission.
- 4 In making application to Council for the service of alcohol for community events information shall be provided outlining the purpose of the event, expected numbers in attendance and hours of use, whether a limited liquor licence will be in effect or what exemptions will apply.
- 5 At all times the Sports Club shall operate in accordance with the relevant provisions of the *Liquor Control Act 1989 and Liquor Control Regulations 1989 and the relevant liquor license* issued, if applicable. Where a limited license is required, the Club shall obtain a limited liquor licence for the event proposed. For Council events any fees associated with obtaining the required liquor licence shall be reimbursed by Council
- 6 At all times operation of the bar shall be by an approved person with the required training as a responsible Officer under the *Liquor Control Act 1989*.
- 7 Apart from staff large community events as outlined under clause 8, profits which arise from the sale of alcohol shall be retained by the Club.

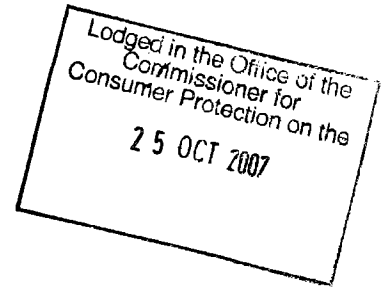
- 8 For Council nominated events which are subject to grant funding the need to minimise costs to Council come under consideration, such that arrangements for the obtaining and selling all alcohol may vary slightly with potentially on a profit-sharing basis. The actual arrangements will be by discussion between the Club and Shire at the time.
- 9 The Club is responsible to ensure that the bar facilities and bar are generally maintained in a neat and tidy condition.
- 10 Other than staff organised and managed functions no BYO alcohol is permitted to be consumed at the venue. Patrons wishing to bring their own alcohol may do so as long as individuals make arrangements with the Club and that alcohol consumption is appropriately managed by the Club.
- 11 Council is responsible for the maintenance and costs associated with building or cool room related matters.
- 12 On at least an annual basis the Club is to identify maintenance and capital requirements for bar and room facilities under its care and control and provide this to Council for budget consideration
- 13 Access to the Sports Club Bar Room is to be controlled by then Club, except when the Shire is required to enter the premises to fulfil its maintenance responsibilities.
- 14 The Club is not permitted to sublet or assign use of the bar facilities to a third party without Council's consent.
- 15 The Club is to ensure, that at its own cost all owned equipment, is insured and that the Club has public liability insurance of \$10M minimum. The Club's public liability insurance is to indemnify the Shire in respect of the agreement only, as the Shire is not liable whatsoever for the Clubs business activities.
Note where necessary, the Club is to insure any volunteers and / or any employees accordingly by law or otherwise.
- 16 The Club shall at all times ensure its compliant with the provisions of the *Associations Incorporation Act 2015* and on an annual basis provide Council with copies of its audited financials.
- 17 The Club shall be required to enter into a formal agreement with Council under the provisions of this policy for bar operations to be ratified.
- 18 Council's approval processes for the operation under this policy shall be delegated to the Chief Executive Officer

Policy & Procedures

Policy 5.1 Community Use of Facilities and associated operating procedures.

Previous

Nil



ASSOCIATIONS INCORPORATIONS ACT 1987

MURCHISON SPORTS CLUB (INC)

ANNEXURE "A"

**THIS IS THE ANNEXURE OF 13 PAGES MARKED "A"
REFERRED TO IN FORM 5 SIGNED BY ME AND
DATE THE TWENTY FIRST DAY OF SEPTMEBER 2007**

A handwritten signature in black ink, written over a solid horizontal line. The signature is cursive and appears to be "R. Taylor".

- e) To amalgamate or become affiliated with any other association.
- f) To do any other matter or thing which may be considered conducive to the interests of the Club or in the interests of sports, games and recreational activities.
- g) To promote and foster good relations and co-operation between lessees and to regulate and co-ordinate the business activities for their mutual benefit.
- h) To co-operate with any other Club or person if in the opinion of the Club or the executive Committee such co-operation is calculated to assist in or facilitate the fulfilment of the objects of the Club.
- i) Subject to these rules to impose and collect from any member of the Club subscriptions, funds, levies, fines or other monies for the purpose of carrying on or furthering the objects of the Club and to apply the same for that purpose.
- j) To draw, accept and negotiate cheques, bills of exchange, promissory notes and other negotiable instruments.
- k) Manage the Liquor License and Licensed Premises as per Liquor Licensing Act.
- l) The control and management of the affairs of the club shall be vested in the committee of management elected by the general body of members at the Annual General Meeting and comprise as per 6.2.

4. POWERS OF THE CLUB

The Powers vested in the Club are: -

- a) To purchase, take on lease, or in exchange, hire or otherwise acquire and to sell, lease, exchange or otherwise dispose of any real or personal property or any rights or privileges.
- b) To acquire any property right or privileges necessary for the attainment of the objects or any of them.
- c) To borrow money and for the purposes of securing repayment of such money and interest thereon, to mortgage or charge the whole of or any part of the real or personal property of the Club and for such purpose to execute mortgages, bills of sale, debentures or other securities containing such covenants and provisions as the Club may consider necessary.
- d) To invest the funds of the Club, to immediately required, in such investments or securities as may from time to time seem fit.
- e) To borrow or raise money for the purpose of carrying on or furthering the objects of the Club in such manner as the Club hall think fit, and in particular by the issue of debentures charged upon all or nay of the property of the Club both present and future.
- f) To sell, improve, lease, mortgage, dispose of or otherwise deal with all or any of the property rights, privileges, assets or funds of the Club.
- g) To enter into arrangements with any Government, Municipal, Local, statutory or other authority, voluntary association, corporation or person that may seem to the Club to be conducive to the attainment or furtherance of any of the objects and to obtain there from any rights, privileges or concessions, and to carryout, exercise and comply with such rights, privileges and concessions.

6. COMMITTEE

- 6.1 The control and management of the affairs of the club shall be vested in the committee of management elected by the general body of the members at the Annual General Meeting and comprise as per 6.2 and 6.3.
- 6.2 The Committee shall consist of the following members: -
- a) The President
 - b) The Vice-President.
 - c) The Secretary/Treasurer
 - d) Bar Manager
 - e) One nominated delegate from each Member Club
 - f) Not more than three elected Members.
- 6.3 Bar Committee
- a) President,
 - b) Vice President,
 - c) Secretary/Treasurer
 - d) Bar Manager.
- 6.3.1 That the Bar Management Committee have powers to create bar rules as per the Liquor Licensing Act.
- 6.4 No Member Club may have more than one delegate and each delegate shall remain the delegate of the nominated member club until such time as the Club receives notice in writing from the member Club nominating a delegate in lieu of the previous delegate.
- 6.5 The Committee shall be nominated and elected at the Annual General Meeting and hold office until the following Annual General Meeting of the Club at which their successors shall be nominated and elected.
- 6.6 The Committee shall have power at any time and from time to time to appoint any person as a member of the Committee to fill a casual vacancy or as addition to the existing Committee. Any member so appointed shall hold office until the next Annual General Meeting of the Club following his/her appointment.
- 6.7 The Office of a member of the Committee becomes vacant if the member: -
- a) Becomes bankrupt
 - b) Becomes lunatic or a mentally ill person or of unsound mind or a person whose estate is liable to be dealt with in any way under any law relating to mental health.
 - c) Absents themselves from meetings of the Committee for a continuous period of six months without special leave or absence from committee and the Committee resolves that their office be vacated.
 - d) Resigns their office
 - e) They cease to be a member of the Club

- 19.2 If upon the winding up of the association, there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid or distributed amongst the members or former members, but shall be given or transferred to another association incorporated under the Act which has similar objects and to which income tax deductible gifts can be made as approved by the Commissioner of Taxation and which association shall be determined by resolution of the members.

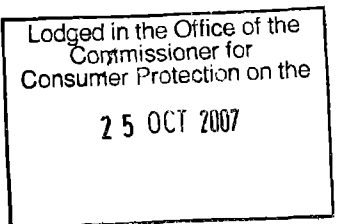
20. LICENSE PREMISES

- 20.1 No liquor shall be sold or supplied for consumption elsewhere than on the club premises unless such liquor is removed from the licensed premises by or on the instructions of the member purchasing the liquor.
- 20.2 No payment or part payment of any secretary/treasurer, manager or other officer or servant of the club shall be made by way of commission or allowance from or upon the receipts of the club for liquor.
- 20.3 No liquor shall be sold or supplied to any juvenile (ie any person under the age of 18)
- 20.4 No stranger shall be permitted to use the club premises and no member or other person shall admit any stranger to use the club premises.
- 20.5 Members may introduce guests to the club at any time provided that:
- a) No member may introduce more than five (5) guests to the club at any one time
 - b) A guest shall not be supplied with liquor in the club premises except on the invitation and in the company of that member.
 - c) A guest shall be supplied with liquor to be consumed on the club premises only.
 - d) The member introducing the guest shall be responsible for the proper conduct of that guest whilst on the club premises.
 - e) Any person who has been refused membership of the club or who is under suspension or expulsion from the club, shall not be admitted as a guest of any member of the club.
 - f) A member may, at their expense, and with the approval of the club committee, supply liquor to guests, without limitation as to number, at a function held by or on behalf of that member, at the club premises.
- 20.6 A member, and to the guest of that member while in the company of that member.
- a) For consumption on the licensed premises, subject to section 48(4)(b);
 - b) Ancillary to a meal supplied at the club by or on behalf of the club to a member and to each of the guests of that member (without limitation as to number), being guests of whose attendance prior notice was given to the club;

A member, for consumption by the guests of that member (without limitation as to number), at a function held by or on behalf of that member at the club; and

In the case of a full club licence, the licensee is authorised to sell and supply packaged liquor to a member.

- 20.7 The maximum number of quests per member per day for the purposes of section 48(4)(b) of the Act is five (5) or such lesser number as may be permitted by the Director.
- 20.8 Keep an up to date House Management Plan.
- 20.9 Keep an up to date Code of Conduct for the License Premises.
- 20.10 Juveniles who are family members are permitted within the licensed area. Juveniles who are not Family Members must be in the presence of a member or Temporary Member.





Policy

12 December 2020

5.1 Community Use of Facilities

Well-being

Social

Overview

Murchison Shire is responsible for managing a small array of community buildings located in the Murchison Settlement. This Policy provides guidance to staff and the community in relation to various aspects of community use.

Objectives

To efficiently and effectively manage the use of Council's community buildings and facilities in an appropriate manner.

Details

Murchison Sports Club

General Use

- (a) The contract of usage is through the Shire of Murchison and is subject to the approval from the Chief Executive Officer.
- (b) If liquor is being made available at a function in the hall the hirer must present the relevant licence required and obtain written approval from the Chief Executive Officer for the consumption of liquor.
- (c) When different users use different parts of the hall at the same time, co-operation in the use of the kitchen is required.
- (d) Hirers are required to have the hall vacated and locked within two hours of the conclusion of the function.
- (e) The meeting room and kitchen are available to the visiting health services as required.

Occasional Accommodation

This space intentionally left blank

Sports Club Public Toilets

On the understanding that the toilets at the north of the Murchison Sports Club will be available for public use Council will accept responsibility for the costs of maintenance and cleanliness of this facility.

Roadhouse Public Toilets

On the understanding that the toilets at the north of the Roadhouse will be available for public use Council will accept responsibility for the costs of maintenance and supply of cleaning material and toilet tissue. The proprietors of the Roadhouse are responsible for the daily cleaning of this building or more frequently if required to ensure it is kept at a high standard of cleanliness.

Smoking in Council Buildings

Smoking is not permitted in confined spaces within Council Buildings with the exception of staff housing.

Consumption of Liquor

Application is to be made in writing for approval to consume liquor in Council buildings (with the exception of staff housing) and approval shall be at the discretion of the Chief Executive Officer. Where a Council building is managed by a local community organisation the application will be subject to approval of that Committee for determination.

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