

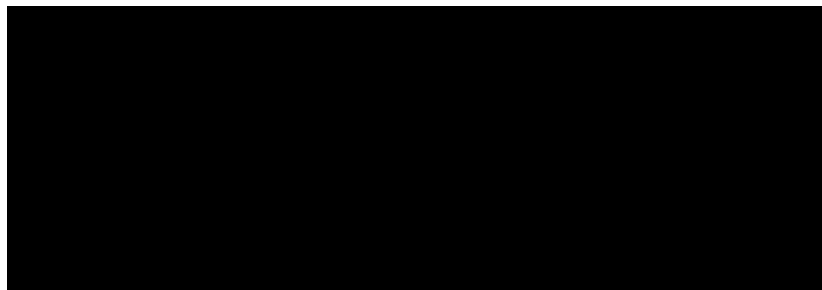
Heritage of Western Australia Act 1990
Section 29

HERITAGE AGREEMENT

between

HERITAGE COUNCIL OF WESTERN AUSTRALIA

and



in respect of

LOT 207

a portion of

AUSTRALIAN FINE CHINA, SUBIACO

(HCWA Place No. 14465)

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HERITAGE AGREEMENT

**Lot 207
Australian Fine China (site)
576 Hay Street
Subiaco**

THIS AGREEMENT is made between the following parties:

1. **HERITAGE COUNCIL OF WESTERN AUSTRALIA** a corporate body established pursuant to the *Heritage of Western Australia Act 1990*, of 491 Wellington Street, Perth, Western Australia, 6000 (the "Council"); and
2. [REDACTED]
[REDACTED]
[REDACTED] (the "Owner").

RECITALS:

- A. The Council's objects are to identify, conserve and, where appropriate, enhance those places which are of significance to the cultural heritage of Western Australia; facilitate development that is in harmony with the cultural heritage; and promote public awareness and knowledge of Western Australia's cultural heritage.
- B. The Owner is the Registered Proprietor of the Land.
- C. The Place has been identified as being of cultural significance, and was entered in the Register of Heritage Places on a permanent basis pursuant to the Act on 7 December 2007.
- D. The Council and the Owner wish to enter this Agreement to provide for the conservation of the Place so as to retain its cultural heritage significance for present and future generations.

AGREEMENT:

The Parties agree with each other as follows:

PART 1 DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Agreement, unless the contrary intention appears:

"Act" means the *Heritage of Western Australia Act (WA) 1990*;

"Agreement" means this Agreement as it may from time to time be varied as permitted by its terms;

"Conservation Policy" means the policy specified in Item 3 of the Schedule;

"Conservation Works" means the works specified in Item 6 of the Schedule;

"Construction Completion Date" means the fifth anniversary of the date of the issuance to the Owner of all necessary approvals and permits required to undertake the Conservation Works:

“Construction Period” means:

- (a) the period commencing on the date of the issuance to the Owner of all necessary approvals and permits required to undertake the Conservation Works and expiring on the Construction Completion Date; or
- (b) any longer period agreed to in writing between the Council and the Owner;

“Damage” means losses, costs, damages, liabilities, expenses, actions, suits or claims of any kind;

“Development” means the development or use of the Place, including:

- (a) any demolition, erection, construction, alteration of or addition to any building or structure on the Land;
- (b) the carrying out on the Land of any excavation or other works;
- (c) any act or thing that is likely to change the character of the Place or the external appearance of any building;
- (d) any act or thing that would constitute an irreversible alteration of the Significant Fabric; and
- (e) a material change in the Use of the Place;

“Effective Date” means the date on which this Agreement is certified by the Minister pursuant to Section 32(1) of the Act;

“Event of Default” is defined in clause 5.1;

“Fabric” means all the physical material of the Place including, but not limited to:

- (a) components, fixtures, contents and objects, including those that are temporarily removed for repair, safekeeping, exhibition or other purposes;
- (b) building interiors, sub-surface remains and excavated material; and
- (c) natural material such as the landform, vegetation, streams, soil and rock.

“Interpretation Plan” means the Interpretation Plan in respect of the Place described in Item 5 of the Schedule, as may from time to time be varied with the prior written approval of the Council;

“Land” means the land described in Item 4 of the Schedule;

“Maintenance” means the continuous protective care of the Significant Fabric;

“Minister” means the Minister responsible for the administration of the Act;

“Owner” means:

- (a) subject to clause 2.2(d), [REDACTED] for so long as [REDACTED] is the registered proprietor of the Land; and
- (b) the Owner or Owners of the Land from time to time, as the expression “owner” is defined in the Act;

“Place” means the place described in Item 1 of the Schedule;

“Register” means the Register of Heritage Places as defined in the Act;

“Significant Fabric” means the elements of Fabric specified in Item 2 of the Schedule; and

“Use” means the functions of the Place as well as the activities and practices that may occur at the Place.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (b) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (c) no rule of construction applies to the disadvantage of a party on the basis that the party was responsible for drafting this Agreement or any part of it;
- (d) a reference to this Agreement or any other document or instrument includes the Agreement, document or instrument (as the case may be) as varied or replaced, notwithstanding any change in the identity of the parties;
- (e) a reference to the Owner doing or refraining from doing anything includes a reference to the Owner causing a person to do, or causing a person to refrain from doing, that thing (as the case may be);
- (f) a reference to any thing is a reference to the whole and each part of it; and
- (g) words and phrases having defined meanings in the Act, unless otherwise defined in this Agreement, have the meanings so defined in the Act.

PART 2

COMMENCEMENT, DURATION AND SCOPE OF THIS AGREEMENT

2.1 Commencement and Duration of this Agreement

- (a) This Agreement is made pursuant to Section 29 of the Act and is conditional upon the Minister
 - (i) being satisfied that this Agreement is necessary for the purposes of, and complies with, the Act; and
 - (ii) certifying that fact upon each executed copy of this Agreement.
- (b) This Agreement commences on the Effective Date and shall be of permanent effect unless terminated with the written consent of the Council.

2.2 Scope of this Agreement

- (a) This Agreement:
 - (i) applies to the Land and the Place;
 - (ii) binds the Land and the Place; and
 - (iii) binds the Owner.
- (b) All of the obligations of the Owner under this Agreement dealing with development or use of the Land or any part of the Land or the conservation or care of any building, natural feature or other object on the Land are covenants made pursuant to section 29(10) of the Act and are intended to run with the Land.

- (c) The rights and obligations of the Owner under this Agreement are not assignable by the Owner without the prior written consent of the Council, which consent shall not be unreasonably withheld.
- (d) Subject to clause 2.2(e), on the person who is at the time the Owner ("**Outgoing Owner**") transferring the whole of that person's interest in the Place to another person, the Outgoing Owner is released from all personal liability under this Agreement. For the avoidance of doubt, this clause 2.2(d) operates only to release the Outgoing Owner personally and does not release, vary or otherwise affect the obligations of the Owner under, or in connection with, this Agreement.
- (e) The provisions of clause 2.2(d) shall not apply in respect of any liability or claim which arose prior to the date of registration of the transfer of the whole of the interest of the Outgoing Owner to another person.

PART 3 DEVELOPMENT AND CONSERVATION

3.1 Conservation Policy and Interpretation Plan

The parties acknowledge that the Conservation Policy and Interpretation Plan are the primary guiding documents for the conservation, interpretation and future use of the Place and should be read in conjunction with this Agreement as an essential reference document.

3.2 Conservation Works

The Owner must undertake the conservation of the Place in accordance with the Conservation Policy and Interpretation Plan and is required to carry out the Conservation Works, by the Construction Completion Date. All such works must be referred to the Council for advice prior to the works actually being undertaken.

3.3 Development

Unless approved in advance in writing by the Council, the Owner shall not:

- (a) carry out any Development;
- (b) without prejudice to the generality of clause 3.3(a), do or permit to be done anything on or in relation to the Place which adversely affects the cultural heritage significance or characteristics of the Place; or
- (c) sub-divide or make application to sub-divide the Land.

3.4 Maintenance

The Owner shall ensure that the Significant Fabric, as restored and adapted with the approval of the Council, is kept in a proper, safe and sound standard of repair and condition in all respects, in accordance with the Conservation Policy.

3.5 Conservation Consultant

The Owner must appoint a consultant approved in advance in writing by the Council to supervise the Conservation Works, any Development of the Place, implementation of the Conservation Policy or Interpretation Plan or other action which requires the approval of the Council under clause 3.3.

3.6 Reporting

- (a) All reports required in this clause shall be prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.5, or such other person with the necessary skills approved in writing in advance by the Council.
- (b) The Owner must ensure that a proper, detailed and comprehensive written report describing the completed Conservation Works is provided within 30 days after the Construction Completion Date.
- (c) The Owner must ensure that a proper, detailed and comprehensive written report is provided to the Council within 60 days after receipt of a written request from the Council for a report describing
 - (i) all Conservation Works, Maintenance, or Development activities which the Owner has undertaken pursuant to this agreement since the later of the Effective Date or the date of any previous report;
 - (ii) the condition of the Significant Fabric at the time of the report; and
 - (iii) any other matters regarding the conservation of the Place as specified in the written request;provided that no more than one such report shall be required within any 12-month period.
- (d) In the event that the Council requires further information, detail, explanation or other clarification beyond that provided in a submitted report, the Council shall notify the Owner in writing of the particular information required and the time in which the Owner is to provide that information, which shall not be less than 30 days from the date of receipt of the written notice from the Council.
- (e) The Owner's failure to provide any report or additional information required under this Clause 3.6 shall constitute an Event of Default.

3.7 Insurance

- (a) The Owner shall maintain an insurance policy with a reputable insurance company approved in advance in writing by the Council, sufficient to enable full and proper replacement, reinstatement or restoration of the Significant Fabric in the case of damage or destruction and provide a copy of such a policy and a Certificate of Currency to the Council. In the event of damage or destruction the Owner shall, using monies recovered from its insurance policy and its own monies, fully and properly replace, reinstate or restore the destroyed or damaged fabric.
- (b) In the event of a dispute between the parties as to whether replacement, reinstatement or restoration of the Significant Fabric is practical and feasible, following an occurrence of damage to or destruction of the Place, prior to seeking any legal remedies the parties shall attempt to resolve the dispute through good faith negotiation and, if necessary, informal mediation facilitated by a neutral mediator acceptable to all parties to the dispute. The parties shall each bear their own costs associated with any such negotiation or informal mediation.

3.8 Compliance with Statutes

The provisions of this Agreement are in addition to the Act and any other written laws and nothing in this Agreement removes, limits or modifies the obligations on the Owner to comply with all relevant statutory and other requirements in connection with the Development of the Land and/or Conservation or Maintenance of the Place, and the Owner is responsible for ascertaining the need

for and obtaining all approvals, consents, licences and permits required for Development of the Land and/or Conservation or Maintenance of the Place, including planning approvals and building permits, from all relevant bodies and authorities including the local authority.

PART 4

COUNCIL'S RIGHTS OF ENTRY AND POWERS OF INSPECTION

4.1 Council's rights of entry and powers of inspection

- (a) Subject to clause 4.1(b) the Council shall, through its nominated representative or nominated officer from time to time, have the power to enter the Place at reasonable times, and on reasonable prior notice, for any purpose related to the provisions of this Agreement, including without limitation to inspect the Place with a view to ensuring compliance with the provisions of this Agreement.
- (b) Subject to clause 4.1(c), the Council shall comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the Council under clause 4.1(a).
- (c) The Owner must do all things necessary to enable the Council to exercise its rights of inspection as set out in clause 4.1(a), including without limitation, ensuring that reasonable access is provided to all parts of the Place and ensuring access to and use of any facility at the Place which is necessary to facilitate inspection.

PART 5

DEFAULT

5.1 Events of default

An Event of Default occurs if:

- (a) the Owner is in breach of, or does not comply with, any of its obligations under this Agreement and the breach or non-compliance continues for 30 business days, or such longer period as is reasonable for rectification having regard to the nature of the breach or non-compliance, after receipt of written notice from the Council to effect compliance; or
- (b) the Owner repudiates or commits a fundamental breach of this Agreement.

5.2 Rights and remedies of Council

In the event any Event of Default occurs, the Council shall be entitled to exercise any one or more of the following powers:

- (a) through its agents, contractors or employees enter the Place and take such actions as are in the Council's opinion necessary to rectify the Event of Default (including attending to any construction or other works) together with or separately from;
- (b) any rights and remedies which may be available to the Council at law or in equity, including applying to the court for an order for specific performance, together with or separately from;
- (c) the rights, powers and remedies available to the Council under the Act,

and nothing in this Agreement limits or prejudices or shall hinder the exercise by the Council or the Minister or any other person of any of the rights, powers or remedies available to the Council, the Minister or that person under the Act if an Event of Default occurs, or any other event occurs which is a breach of any provision of the Act.

5.3 Land and Place at risk of Owner

- (a) The Land and the Place shall remain at the risk of the Owner in all respects, notwithstanding any provisions in this Agreement dealing with the Development or maintenance of the Land or the Place. Without limitation, all Development and maintenance of the Land or the Place shall be conducted entirely at the risk of the Owner and the Owner shall, subject to clause 5.3(b), indemnify and keep indemnified and save harmless the Council, the Minister, the State of Western Australia and any of their respective servants or agents (each an '**Indemnified Party**') against all Damage incurred or suffered by any of them arising from or in connection with the Development, maintenance or occupation of the Land or the Place by the Owner or any person acting through, on behalf of, or under the direction of the Owner.
- (b) The indemnity provided by the Owner in clause 5.3(a) shall be reduced proportionately to the extent that it can be shown any Damage has been caused by a negligent or deliberately malicious act or omission by an Indemnified Party.

5.4 Interest on overdue money

If the Owner becomes liable to pay any amount of money to the Council pursuant to this Agreement or arising from any matter the subject of this Agreement, the Owner shall pay to the Council interest on that amount from and including the due date for payment of the amount to but excluding the actual date of payment of that amount. The interest is to be paid on demand by the Council, is to be calculated on daily balances, and is to be at the rate then payable on judgment debts pursuant to the provisions of the *Supreme Court Act (WA) 1935*.

PART 6 NOTICES

6.1 Form of notices

Any notice, report or other communication which must be given, served or made under or in connection with this Agreement:

- (a) must be in writing in order to be valid;
- (b) is sufficient if executed by the Party giving, serving or making the notice, or if executed on such Party's behalf by any officer, director, attorney or solicitor having the authority to so act for such Party;
- (c) is sufficient, in the case of the Owner's obligations under clause 3.6, if executed by the relevant consultant appointed pursuant to clause 3.5;
- (d) shall be deemed to have been duly served, given or made in relation to a person if it is delivered or posted by prepaid post to the address, or sent by facsimile or sent by email to the address of that person identified in clause 6.2 or at such other address or number as is notified in writing by that person to the other Parties from time to time; and

- (e) shall be deemed to be served, given or made:
 - (i) if delivered by hand, on delivery;
 - (ii) if sent by prepaid post, on the second day after the date of posting;
 - (iii) if sent by facsimile, on receipt of a transmission report confirming successful transmission; and
 - (iv) if sent by email, on receipt of confirmation of successful delivery.

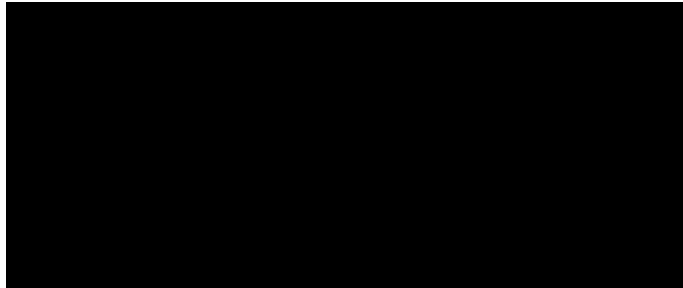
6.2 Address for notices

The details of each Party for the purposes of giving notice are as follows:

- (a) the **Council**: Heritage Council of Western Australia
PO Box 7479
Cloisters Square PO
Perth WA 6850

Phone: (08) 6552 4000 Fax: (08) 6552 4001
Email: info@stateheritage.wa.gov.au
ATTENTION: Manager, Development Referrals

- (b) the Owner:



PART 7 GENERAL

7.1 Variation to be in writing

No variation of this Agreement shall be effective unless in writing and executed by the Council and the Owner.

7.2 Governing Law

This Agreement is governed by the Laws of the State of Western Australia and the parties submit to the jurisdiction of that State.

7.3 Further assurances

Each party shall do all things and execute all further documents as are necessary to give full effect to this Agreement.

7.4 Extension of time by Council

The Council may, at the Council's discretion and by written notice to the Owner, extend any time period for performance by the Owner of any of its obligations under this Agreement.

7.5 Costs



- (a) The Owner shall pay or reimburse the Council on demand for all costs and expenses incurred by the Council in relation to:
 - (i) the exercise or enforcement by the Council of any right, power or remedy under this Agreement, at law, in equity or otherwise; and
 - (ii) any act or omission by the Owner causing Damage to the Council, including (without limitation) the Council's legal costs and expenses.
- (b) Each party shall pay all its own legal costs and expenses in relation to the preparation, execution and stamping of this Agreement.

THE SCHEDULE

- Item 1: Place**
Lot 207, a portion of *Australian Fine China, Subiaco* (HCWA Place No. 14465), located at 576 Hay Street, Subiaco, and consists of:
(a) the Land;
(b) all buildings, structures and works on the Land from time to time; and
(c) any thing in connection with the Land, entered or deemed to be entered in the Register.
- Item 2: Significant Fabric**
The Significant Fabric is specified in Annexure A.
- Item 3: Conservation Policy**
The Conservation Policy is specified in Annexure B.
- Item 4: Land**
Lot 207 on Deposited Plan 71019, being the whole of the land contained in Certificate of Title Volume 2801 Folio 272.
- Item 5: Interpretation Plan**
Australian Fine China, Subiaco – Interpretation Plan Phase 2: Content Development prepared by Godden Mackay Logan (May 2008).
- Item 6: Conservation Works**
The schedule of works described in Annexure C.

EXECUTED AS A DEED

THE COMMON SEAL of the **HERITAGE COUNCIL OF WESTERN AUSTRALIA** is affixed by authority of its board in the presence of:

		
Graeme Gammie EXECUTIVE DIRECTOR		Marion Fulker CHAIRPERSON
<hr/>		<hr/>
Date signed		4/6/15 Date signed

THE COMMON SEAL of [REDACTED]
is affixed by authority of its board in the presence of:

**CERTIFICATE UNDER SECTION 32
OF THE HERITAGE OF WESTERN AUSTRALIA ACT (WA) 1990**

I, the Hon. Albert Jacob, MLA, Minister for Environment; Heritage, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 15th day of June 2015.



Albert Jacob, MLA
Minister for Environment; Heritage

Annexure A

Significant Fabric

Lot 207 Heritage Agreement Annexure A: Significant Fabric

1.1 General

The heritage items to be retained and displayed within the boundaries of Lot 207 are a variety of moulds and pottery items. These items and elements have been retained for interpretation of the history of the site following redevelopment.

1.2 Moulds and Pottery

Various elements related to manufacture on the site, including moulds and finished pottery, have been retained for site interpretation and public art in a manner to be approved by SRA.

The future use of these elements is yet to be determined; however, a small backlit display on the wall of a public space or within a cafe or restaurant would be appropriate. Specific proposals are to be prepared for Lot 207 to the approval of SRA.



Figure 1.1 A collection of moulds.

Mould and Pottery Type	Description	Image
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1	Plate mould with 8 decorative rings on rim	
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- 3 Plate mould with three plain rings



- 5 Plate mould with three plain circles and a raised centre



- 9 Glass mould plain



- 10 Glass ashtray mould



- 11 Bowl mould plain



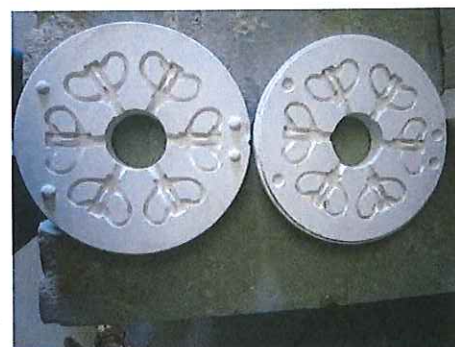
- 13 Gravy Boat mould; *"Simpson Boat 20-7-92"*



- 15 Teapot lid mould; *"REN T/Pot Lid"*



- 17 Cup handle mould; *"Retail Cup 9-3-95"*



- 18 Terrine mould plain



- 20 Cup mould with decorative ring



22 Bowl mould, plain



24 Mug mould, plain



26 Bowl mould, plain



28 Bowl mould, 2 plain rings



30 Glass mould, plain



32 Ashtray mould, cross pattern



35 Bowl mould, plain



37 Bowl mould, plain



39 Bowl mould; plain



41 Fruit dish, "Savoy Fruit Dish" in box



- 43 Sugar bowl, "*Villeroy & Boch 1748 Luxemborg*"



- 45 Plate, "*Flinders Hotel ware*"



- 47 Coffee cup, "*Flinders Hotel ware*"



- 50 Plate, "*AFC Flinders Hotel Ware KC*"



- 51 Plate, "*AFC Flinders Hotel Ware KC*"



53 Milk jug, plain



54 Teapot 'AFC Hotel Grade KE'



56 Teapot 'AFC Hotel Grade KE'



58 Sugar bowl, 'AFC Hotel Grade KD'



59 Coffee Mug, double handed



- 64 Milk jug, external plain ring



- 67 Teapot lid, plain



- 68 Coffee mug, conoid shape



- 69 Gravy boat, plain



- 71 Milk jug, plain



74 Coffee cup, 'Aria'



75 Coffee mug, external blue ring



77 Espresso cup, plain



79 Espresso cup, black



81 Soup bowl, plain



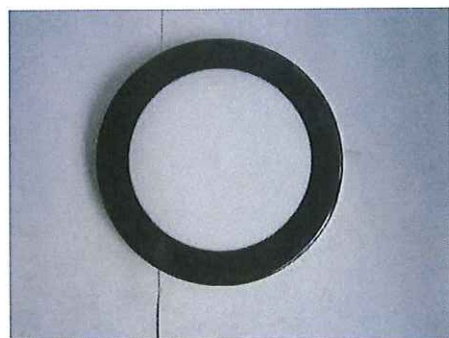
86 Plate, plain



87 Plate, plain



88 Teapot plate rest



89 Saucer, magenta ring with green dashes



92 Plate, 'Capalaba' (broken)



- 94 Side plate with pastel blue and pink rings



- 96 Lid, beige



- 98 Lid, cream ware



Annexure B

Conservation Policy

Lot 207 Heritage Agreement Annexure B: Conservation Policy

1.1 General

The heritage items to be retained and displayed within the boundaries of Lot 207 are the ball mill(s), a variety of moulds, bisquetware and pottery items and part of the walls of the Calyx Building. These items and elements have been retained for interpretation of the history the site following redevelopment. The Conservation Policies for these items are reproduced from the report: *Australian Fine China Site Tunnel Kiln and Machinery, Special Elements Conservation Policy*, Godden Mackay Logan, May 2008.

The conservation of the ball mill(s), the moulds, bisquetware and pottery items and the walls of the Calyx Building from the Australian Fine China site remains to be more closely defined according to the final design of the overall redevelopment plan for the site and then, the final design of any buildings and facilities that may be added to the site by a future developer.

The Interpretation Plan for the site establishes a philosophic approach and an interpretative template to be incorporated into these overall design outcomes. The following Conservation Policies provide directions for the conservation of the ball mill(s), the moulds, bisquetware and pottery items and the walls of the Calyx Building.

1.2 General Policies

1.2.1 Adoption of Policies

Policy 1—Adoption of SECP in Heritage Agreement

- 1.1 The tunnel kiln No. 1, Calyx building, bottle kiln remains and machinery, including significant individual components, should be conserved and interpreted in accordance with the policies of this SECP by site owners in perpetuity.
- 1.2 The history and significance of tunnel kiln No. 1, Calyx building, bottle kiln remains and machinery should be interpreted in accordance with the policies of the Australian Fine China Site, Subiaco, Interpretation Plan, Godden Mackay Logan, 2007/2008.
- 1.3 Responsibility for implementing the SECP and IP will be in a Heritage Agreement between the Heritage Council of WA and the owner of the land.

1.2.2 Best Practice Conservation

Policy 2—Conformity with Burra Charter Principles

- 2.1 The future conservation and development of the tunnel kiln No. 1, Calyx building, bottle kiln remains and machinery should be carried out in accordance with the principles of the Australia ICOMOS Charter for the Conservation of Places of Cultural Significance (the Burra Charter). The Burra Charter is attached at Appendix A.

Policy 3—Professional Advice

- 3.1 The conservation management of the tunnel kiln No. 1, Calyx building, bottle kiln remains and machinery must be undertaken in consultation with heritage practitioners with relevant expertise as required.

- 3.2 Appropriate advice should be obtained from heritage practitioners with relevant experience to review and/or amend specific policies as changing circumstances may require.

Policy 4—Conservation in Accordance with Significance

- 4.1 The Statement of Significance and Significance of Individual Elements set out in Section 4.0 of this SECP should guide all planning for and carrying out of work within the precinct that has the potential to adversely affect its heritage significance.
- 4.2 Any change in use, maintenance, repair and/or adaptation works should not adversely affect the heritage significance of the tunnel kiln No. 1, Calyx building, bottle kiln remains and machinery, and should provide for the retention and appropriate care of the significant components and attributes (as set out in Section 4.0).

Policy 5—Maintenance and Repair Generally

- 5.1 Maintenance and repair works should be directed towards 'doing as much as necessary but as little as possible'. This includes retaining existing significant fabric and repairing (with appropriate techniques) rather than replacing significant fabric wherever possible.
- 5.2 Consultants and tradespersons involved in maintenance and repair works should be appropriately experienced in their fields and utilise good conservation practice in implementing the works.
- 5.3 The introduction of new fabric, fixtures or fittings should be designed to avoid any adverse impact on the heritage significance of the tunnel kiln No. 1, Calyx building, bottle kiln remains and machinery.

1.2.3 Managing Future Planning, Use and Development

Policy 6—Future Uses and Development

- 6.1 Proposed changes to the fabric of the tunnel kiln No. 1, Calyx building, bottle kiln remains and machinery should be evaluated in terms of the imperative for the proposal and as part of a co-ordinated and documented plan for interpreting the Australian Fine China site.
- 6.2 The historical and functional relationship between the tunnel kiln No. 1, Calyx building, bottle kiln remains and machinery and the Australian Fine China site as a whole should be recognised and should form the basis for consideration of proposed interpretation of the Australian Fine China site.
- 6.3 Unless it is essential for the viability of the redevelopment of the site as a whole, new development of the Australian Fine China site should not:
- adversely impact on the heritage significance of tunnel kiln No. 1, Calyx building, bottle kiln remains and machinery;
 - compromise their physical and visual setting;
 - damage the integrity of their significant fabric; or
 - obscure an understanding of their historical relationship, form, fabric, function and location.

- 6.4 Proposals involving adverse heritage impacts should not be considered unless they can be modified to reduce adverse impacts and there has been consultation with relevant agencies and consent authorities.
- 6.5 Measures to appropriately interpret the heritage significance of the tunnel kiln No. 1, Calyx building, bottle kiln remains and machinery should be incorporated into any redevelopment proposal.

Policy 7—Authenticity

- 7.1 Changes to the fabric and/or development of any part of the tunnel kiln No. 1, Calyx building, bottle kiln remains and machinery should ensure that the authenticity of significant elements and fabric being retained is respected and maintained.
- 7.2 Adaptation of significant fabric should be readable and/or reversible and should not obscure or conceal the original form, relationship or layout of the tunnel kiln No. 1, Calyx building, bottle kiln remains and machinery.
- 7.3 Measures to appropriately interpret and distinguish between new and existing elements should be incorporated. In some situations, new elements and fabric may be clearly distinguished as new and/or be of modern design, but more subtle differentiation should be used where this is appropriate to avoid adverse impacts on significant components.
- 7.4 Where significant fabric is replaced, the new material should be detailed and installed to maintain the contribution of the original fabric to the significance of the tunnel kiln No. 1, Calyx building, bottle kiln remains and machinery and their relationship with other significant fabric.

Policy 8—Archival Recording

- 8.1 Archival recording should be undertaken before and during works to the tunnel kiln No. 1, Calyx building, bottle kiln remains and machinery that will affect significant fabric.
- 8.2 Archival records and samples produced to record works in accordance with Policy 8.1 should be catalogued and stored by the SRA.

Annexure C

Conservation Works

Lot 207 Heritage Agreement Annexure C: Conservation Works

1.1 General

The heritage items to be retained and displayed within the boundaries of Lot 207 are a variety of moulds, bisquetware and pottery items. These items and elements have been retained for interpretation of the history the site following redevelopment. The Conservation Policies for these items are detailed in the report: *Australian Fine China Site Tunnel Kiln and Machinery, Special Elements Conservation Policy*, Godden Mackay Logan, May 2008. The Interpretation Plan for the site establishes a philosophic approach and an interpretative template for the future management of the items and elements within the overall design for each Building Lot.

The conservation of the variety of moulds, bisquetware and pottery items from the Australian Fine China site remains to be more closely defined according to the final design of the overall redevelopment plan for the site and then, the final design of any buildings and facilities that may be added to the site by a future developer.

The following Conservation Works for the variety of moulds, bisquetware and pottery items are those which will be required irrespective of the particular building/public domain design outcomes. Further specific works may, or may not, be required in the light of the final design context of each item.

All works specified below should be supervised by the Conservation consultant specified in Clause 3 of the Heritage Agreement.

1.2 Conservation Works for the Moulds, Bisquetware and Pottery items

The following works are required for the conservation of the moulds, bisquetware and pottery items:

Work 1: Catalogue

A catalogue/collection register of each Mould, item of Bisquetware or pottery or other historical artefact from the Australian Fine China site should be compiled and copies lodged with relevant archives/repositories/authorities, such as the Subiaco City Council and the Heritage Council of Western Australia.

Work 2: Display and Curation

The long term display and curation of the collection will be managed by an entity nominated by the owner and acceptable to the Heritage Council of WA