

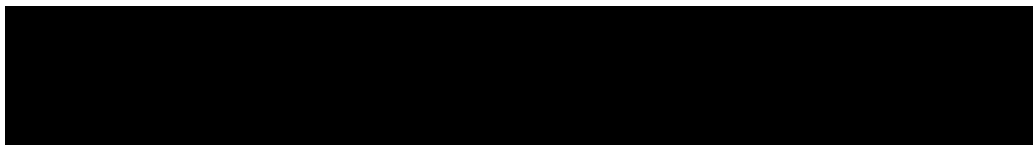
*Heritage of Western Australia Act 1990*  
Section 29

**HERITAGE AGREEMENT**

between

**HERITAGE COUNCIL OF WESTERN AUSTRALIA**

and



in respect of

**LOT 206**  
a portion of  
**AUSTRALIAN FINE CHINA, SUBIACO**  
(HCWA Place No. 14456)

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## HERITAGE AGREEMENT

**Lot 206  
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] (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 206, 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**
- The whole of Lot 206 on Deposited Plan 76650, being the whole of the land contained in Certificate of Title Volume 2848 Folio 915. Lot 206 is divided into northern and southern blocks by the Price Street road reserve.
- Item 5: Interpretation Plan**
- Those portions of *Australian Fine China, Subiaco – Interpretation Plan Phase 2: Content Development* prepared by Godden Mackay Logan (May 2008) that are applicable to Lot 206; supplemented by those portions of *Interpretation Strategy, China Green Lots 205 and 206: Heritage Report* prepared by Griffiths Architects (July 2013) attached as Annexure D, that are applicable to Lot 206.
- 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
25/11/14		2.12.14
Date signed		Date signed

Executed by [REDACTED] in accordance with Section 127 of the *Corporations Act 2001* (Cth):

[REDACTED]

**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 4<sup>th</sup> day of December 2014.

  
\_\_\_\_\_  
Albert Jacob, MLA  
Minister for Environment; Heritage

## **Annexure A**

### **Significant Fabric**

## **Annexure A: Significant Fabric**

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*Note: Lot 206 is divided into northern and southern blocks by the Price Street road reserve.*

### **1.1 Northern Block**

The heritage items to be retained and displayed within the boundaries of the northern block of Lot 206 are the Tunnel Kiln and a Drill Press. These items and elements have been retained for interpretation of the history of the site following redevelopment.

### **1.2 Tunnel Kiln**

There were two parallel tunnel kilns orientated east-west, the northern No. 1 Bisque Kiln and the southern No. 2 Glost Kiln. The bisque kiln was used to fire the raw clay product into an unglazed item of china (the 'biscuit'), after which the glazing material was applied and the item run through the Glost Kiln to set the glaze (the 'glost').

A pair of narrow gauge trolley rails ran through each kiln, with return tracks between and on the northern side of each kiln. At the eastern and western ends of each kiln, the rails terminated at a short transverse section of track set into a shallow trench which itself contained a permanently mounted traverser trolley. The trolleys exiting the kilns were run onto the traverser trolley, carried sideways and then run onto the return tracks running parallel to the kilns.

The kilns were 51m in length [Note that the bisque kiln had approximately 10 metres of its western end removed, reputedly for spare materials to service the glost kiln], stood 2.8m high and were approximately two metres wide externally. They were constructed in English bond brickwork and were bound at regular intervals with steel rail sections as posts, with steel flats as strapping. The kilns had inspection ports and access entrances along the sides, constructed in steel, to enable service and maintenance. Each end of the kilns was enclosed by a pair of heavy steel doors. The kilns were located on a reinforced concrete slab supported on massive, closely spaced concrete columns.

The kilns were arranged in three parts, with the warming section, the firing section and the cooling section running from west to east. The mid-section where the firing takes place had extra wall thickness and the gas was let into the kilns via ports at intervals along the side of the firing section.



**Figure 1.1** The western ends of the tunnel kilns, showing the No. 2 Glost Kiln (left) and the No.1 Bisquet Kiln (right).



**Figure 1.2** Section of tunnel kiln during relocation December 2010. The kiln void has been filled with expanding foam.

As part of the site redevelopment it was necessary to dismantle the tunnel kilns in a number of sections (see Figure 1.2). They have been stored and temporarily supported by steelwork. The tunnel kilns are to be reconstructed in a new location with supporting interpretation signage.

### 1.3 Drill Presses

Formerly located in the maintenance workshops, the drill press was a general-purpose drilling tool, commonly used in a wide range of workshop applications. A belt-driven drill press, from the engineers shop, it represents the general operations and maintenance of the plant throughout its history.

The drill press is a representative example of a proprietary machine commonly used in a range of industries. Its significance in this case relates to its association with the operations of the Australian Fine China factory and its role in the manufacturing process. (See figure 1.4.)

The drill press is relatively small, lightweight machine in good condition. The drill press has been cleaned and repainted (see Figure 1.5). The drill press will require making-safe works suitable for its final location and display.



**Figure 1.4** Drill press in the mechanical workshop.



**Figure 1.5** Drill press cleaned and ready for repainting.

## 2.1 Southern Block

The heritage items to be retained and displayed within the boundaries of the southern block of Lot 206 are the ball mill(s), a variety of moulds, pottery items and part of the walls of the Calyx Building as described in the following sections. These items have been retained for interpretation of the history the site following redevelopment.

## 2.2 Reconstructed and adapted Calyx Building

The reconstructed portion Calyx Building is a significant reminder of the long period of operation of the china factory on this site. As archaeological evidence, the reconstruction provides little information that is significant but it has high interpretive value.

The reconstructed wall elements of the original Calyx Porcelain Works building are to be retained (Figure 2.1 shows a portion of this wall in its September 2011 setting). The approach allows the interpretation of the original extent of the original Calyx Porcelain Works building, not just of the reconstructed structure. The reconstructed Calyx Porcelain Works building is interpreted in such a way that the original footprint of the Calyx building can be appreciated (through pavement inlays) and the fabric of the walls may be used to host other interpretation media, such as a mural of the historic photograph of the original building.



**Figure 2.1** Reconstructed and adapted former Calyx potteries building during construction.

## 2.3 Ball Mills

The Ball Mills are large, heavy revolving drums containing heavy iron balls to crush glazing materials into a fine power. These were originally located in the slip house. (see Figure 2.2).

The Ball Mills are representative examples of a proprietary machine commonly used in a range of industries. Their significance relates to their association with the operations of the Australian Fine China factory and role in the manufacturing process. They are significant remnant evidence of the long period of operation of the china factory on this site.

The Ball Mills are to be used on the southern block of Lot 206 as part of the site interpretation in a manner to be approved by the Metropolitan Redevelopment Authority (MRA) and the Heritage Council of Western Australia (HCWA).



**Figure 2.2** These ball mills contain heavy iron balls for crushing rock to powder to make glazes or to crush clay to a fine powder.

## 2.4 Bottle Kiln Interpretation artwork

During excavations on the site, the remains of two of the original bottle kilns were exposed on the north side of the Calyx Building. The remains comprised two circular pads of brickwork approximately 3m in diameter that were formerly the floor of the kilns. Firebox floors and remnants of flue walls were able to be discerned, particularly in the more southern of the two (See Figure 2.3).



**Figure 2.3** The two bases of the bottle kilns uncovered during excavations on the site.

An interpretation of these bottle kilns has been constructed in the footpath adjacent to the southern block of Lot 206 (See Figure 2.4).



**Figure 2.4** Bottle kiln interpretation artwork during construction.

A pallet of bricks salvaged from the bottle kilns has been retained for use on Lot 206 for interpretive artwork in a manner to be approved by MRA and HCWA.

## 2.5 Moulds and Pottery

Elements related to manufacture on the site, including moulds and finished pottery, have been retained for site interpretation and public art on the southern block of Lot 206. Appropriate interpretation uses are to be proposed as part of future development to the approval of MRA and HCWA. Specific proposals will be assessed on their merits but appropriate uses might be as a small backlit display on the wall of a public space or within a cafe or restaurant.

Mould/ Pottery Type	Description	Image
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2	Plate mould with decorative flower rim	
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- 4 Plate mould with two plain rings



- 6 Bowl mould with six raised rings



- 7 Glass mould with decorative flora



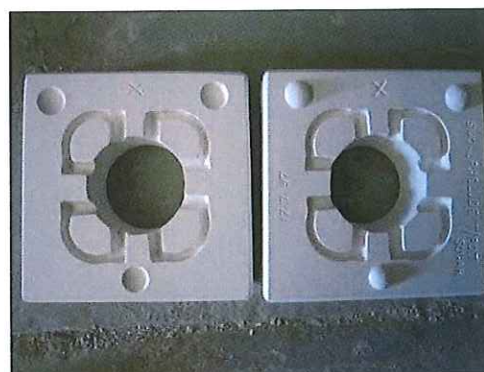
- 12 Salt and Pepper shaker mould; "*Prelude Pepper 10-11-98*"



- 8 Glass mould; *'Made in Australia'*



- 14 Sugar bowl handle mould; *"Prelude 500ml  
T-Pot – Sugar 17-7-97"*



- 16 Plate mould with square impression



- 19 Plate mould with scalloped decorative ring



- 21 Mug mould, plain



- 23 Bowl mould with decorative ring



- 25 Bowl mould with flat base



- 27 Mug mould, plain



- 29 Bowl mould, 2 plain rings



- 31 Bowl mould, plain



- 33 Bowl mould with flat base



- 34 Plate mould, plain



- 36 Saucer mould, "AFC Espresso Saucer 26-9-96"



- 38 Plate mould with scalloped edging



- 40 Saucer, plain



- 42 Coffee cup, *Hotel Grade Porcelain*



- 44 Pepper shaker with 3 holes



- 46 Milk jug, plain



- 48 Coffee cup, "AFC Dishwasher Safe 94"



- 49 Plate, "AFC Hotel Grade Porcelain KC"



52     Saucer, plain



55     Teapot 'AFC Hotel Grade KE'



57     Teapot 'AFC Hotel Grade KE' (Dirty)



60     Coffee cup, decorated exterior rim



61 Coffee cup, plain



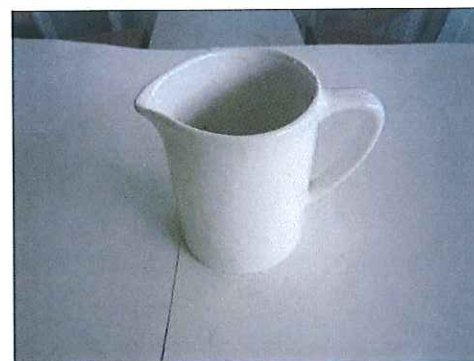
62 Espresso cup, plain



63 Ashtray, plain



65 Milk jug, plain



66 Teapot lid, plain



70 Teapot, plain



72 Bowl, coloured floral decorations



73 Coffee mug, coloured floral ring



- 76 Coffee cup, black ring *'AFC Hotel Grade'*



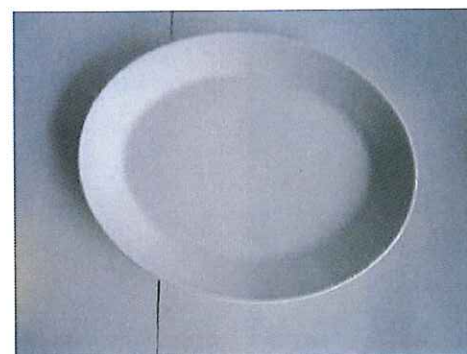
- 78 Espresso cup, black



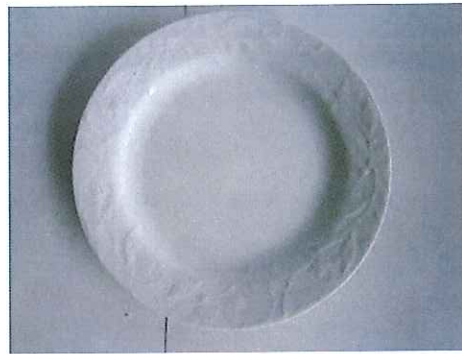
- 80 Saucer, *'AFC Hotel Grade'*



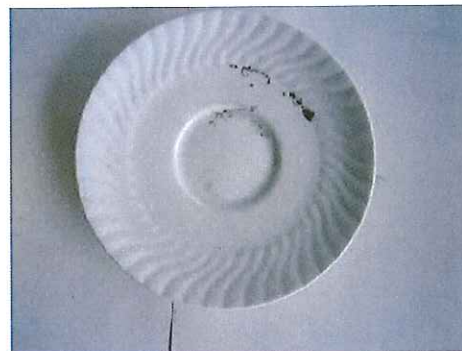
- 82 Plate, Elliptical shape



- 83 Plate, raised floral ring pattern



- 84 Saucer, scalloped border



- 85 Soup bowl, plain



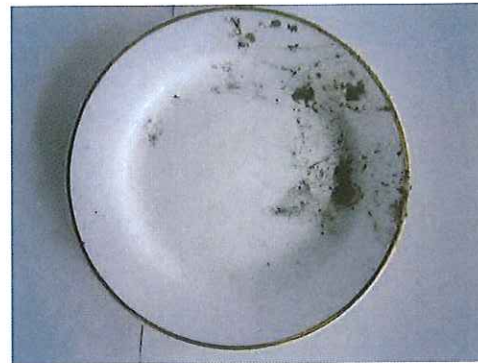
- 90 Elliptical bowl, plain



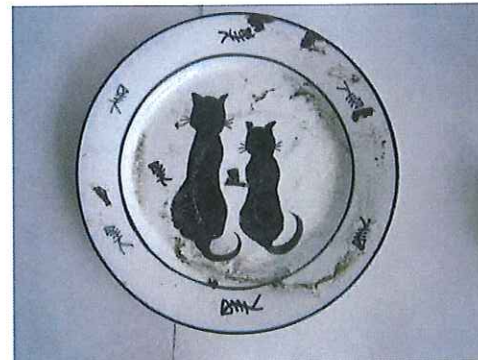
- 91 Espresso saucer, plain



- 93 Side plate with gold ring decoration



- 95 Plate, black cats and fishes



- 97 Plate, square



## **Annexure B**

### **Conservation Policy**

## **Annexure B: Conservation Policy**

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### **1.1 General Policies**

#### **1.1.1 Adoption of Policies**

##### **Policy 1—Adoption of Special Elements Conservation Plan 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 Special Elements Conservation Plan (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 Interpretation Policy (IP) is assigned to the land owner and the land owner's successors in interest in perpetuity by this Heritage Agreement between the Heritage Council of WA and the owner of the land.

#### **1.1.2 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.

### **1.1.3 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.

*Note: Lot 206 is divided into northern and southern blocks by the Price Street road reserve.*

### **1.2 Conservation Policies Specific to the Northern Block**

The heritage items to be retained and displayed within the boundaries of the northern block of Lot 206 are the Tunnel Kiln and the two Drill Presses. 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 Tunnel Kiln and the two Drill Presses 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 Tunnel Kiln and the two Drill Presses.

### **1.3 Conservation Policies for the Tunnel Kiln No. 1**

The following policies are recommended for the conservation of the tunnel kiln No. 1.

#### **Policy 1: Conservation of Bisquet Kiln**

The tunnel kiln No. 1, complete with its associated infrastructure, will be retained by dissection into relocatable portions, removal to storage and later reinstatement. The Metropolitan Redevelopment Authority has advised that a future developer will be required to reinstate the kiln within the new building by as close as possible to its existing location (i.e. within a few metres and on the same alignment).

Dissection of the kiln needs to accommodate craneage and transport limitations but should be directed to achieving the least possible interference in the fabric of the kiln. Cut lines should utilise existing joints as far as possible, whilst respecting external ancillaries such as pipes and ducts. The sections to be removed need to be braced internally and externally during lifting and transport.

#### **Policy 2: Protection from the Elements**

The kiln will require weather protection, by the retention of the existing structure as long as it remains in its present location and by enclosure within a new structure whilst in storage.

Physical protection must be provided throughout any demolition and building works in the vicinity.

The Kiln is not suitable for long-term exposure to the elements and reinstatement of the kiln must be into a building of some form.

#### **Policy 3: Kiln Support Structure**

The kiln is a long brick structure on a massive concrete slab standing on close-spaced concrete piers, supporting not just the kiln but also the trolley tracks and traverser pit. The existing floor slab will be dissected along with the kiln above and the sub-floor piers should be cut as close as possible to the base of the floor slab. Removal and storage of the floor slab should include a sufficient curtilage around the kilns, to capture a set of external rails and at least one traverser pit.

#### **Policy 4: Ancillaries and Peripherals**

It is necessary to retain the original configuration of the ancillaries and operating peripherals of the kiln, such as the trolley tracks and traverser pits, trolleys and traversers, the fuelling machinery on top of the kiln, gauges and valves, kiln doors plus an appropriate amount of firebricks and saggars to illustrate the operation of the loaded trolleys. Sections of pipe ducting and other elements that span across proposed cut-lines should be neatly cut at that point.

#### **Policy 5: Fuelling Equipment**

The fuelling equipment should be retained and interpreted in such a way that the operation of the kiln can be understood. The current fuel injection equipment is designed for the use of gas and is not the original oil-burning equipment.

#### **Policy 6: Sectioning and Display**

Final arrangements to display of the kiln remain in concept design form only. Some sections of the kiln may be removed, or the relocated sections spaced apart, to allow the interior structure to be viewed and the working of the kiln understood. If so, the original size and configuration of the kiln must be interpretable in the remaining fabric.

#### **Policy 7: Interpretation of Missing Elements**

As one kiln is to be retained, interpretation should express the relationship and operation of the two kilns and the interaction of kilns and trolleys and traversers.

#### **Policy 8: Reinstatement of Missing Components**

As the Bisquet kiln is to be retained as the single representative kiln, the end doors and brickwork of the demolished Glost kiln should be recovered and retained for use in the interpretation of the single kiln.

## **Policy 9: Maintenance and Display**

The metalwork associated with the gas-fuel pipework, air ducting and the monitor and control equipment may be repainted as appropriate to ensure the longevity of the overall structure. Colours should match the existing colour palette used to distinguish the purpose of different pipework. Detailed maintenance requirements and maintenance programming for the retained kiln should be prepared after the final situation and management conditions of the kiln have been determined.

## **1.4 Conservation Policies for the Drill Presses**

The following policies are recommended for the conservation of the drill presses:

### **Policy 1: Conservation of Drill Presses**

The drill presses, as two complete machines, should be retained. They should be displayed as part of an interpretation program for the redeveloped site.

### **Policy 2: Protection from the Elements**

The drill presses are substantial steel machines which are reasonably robust and enduring but have parts which are comparatively delicate. They are not suitable for exterior display.

### **Policy 3: Drill Presses Footings**

The relocated drill presses will require the installation of new footings on which they will be mounted. The new footings should reproduce the form of the present footings, however the engineering requirements of the new footings only need to address the static loads of the machines.

### **Policy 4: Paint Coatings**

The paint coatings of the drill presses vary from good to poor condition and should only be renewed where the coating has failed. Existing flaking paint should be removed and rusty patches treated with phosphoric acid. New paint should aim to match the existing colour and texture as closely as possible. No paint should be put upon unpainted components, which should be lightly oiled. Brightwork should be polished and oiled.

### **Policy 5: Drive Equipment**

The electric motors that provide drive to the drill presses should be retained and interpreted in such a way that the operation of the machines can be understood. The power supply cords should be removed and the motors fixed to their frames in such away as to prevent their removal. The surviving drive belts should be retained and kept in position, though only lightly tensioned. Missing drive belts should be replaced. However, for display purposes, an indicative representation of a drive belt may be sufficient.

### **Policy 6: Moving Parts**

It is desirable that the drill presses be in (near) operable condition for display purposes. Subject to the particular circumstances of the display, the simple actions of the machine (for example: raising and lowering of the drill head) should be available for the public to experience in a controlled manner. Intervention in the fabric of the machine should be kept to the minimum necessary to aid its display.

### **Policy 7: Drill Bits and Workbed Clamps**

The existing drill bits and any surviving workbed clamps should be retained to allow the working of drill presses to be understood. Where presently missing, a new drill bit representative of the type of

drill bit formerly used may be fitted. Similarly, missing workbed clamps may be reinstated to the workbeds to illustrate the operation of the machines.

#### **Policy 8: Interpretation of Missing Elements**

The drill presses originally operated with a suite of associated components, particularly drill bits of many sizes and types for different applications. The original drill bits are no longer associated with the machines. The range and types of drill bits originally used should be expressed through the associated interpretation media.

#### **Policy 9: Maintenance and Display**

The drill presses should be mounted within the interior of a building for display purposes. Maintenance requirements for such display would, under normal conditions, be restricted to regular dusting and occasional oiling of moving parts.

## **2.1 Conservation Policies Specific to the Southern Block**

The heritage items to be retained and displayed within the boundaries of the southern block of Lot 206 are the ball mill(s), the bottle kiln remains, 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.

## **2.2 Conservation Policies for the remnant Calyx Building walls**

#### **Policy 1: Conservation of remnant Calyx Building walls**

The Calyx Building's walls will be partially retained as elements in the public domain on either side of a roadway through the site. During site demolition and excavation works, the Calyx Building will be retained and supported/braced until such time as road construction works require the removal of the intermediate section of the building.

Following removal of the roof and demolition of the sections of walls which are not to be retained, the remaining walls will be stabilised, as required, by temporary or permanent bracing. Bricks should be salvaged from the demolished walls for reuse as part of the stabilisation of the remaining sections and for potential reuse in interpretation situations around the site (e.g. footings for retained machinery).

Retention of the remnant Calyx Building walls will require their protection from demolition and ongoing protection from damage and interference during demolition, earthworks and building works in their vicinity.

The remnant Calyx Building walls will require works to adapt their fabric to their intended new situation. These works will involve repairs and modifications to the brickwork, fenestration, glazing and finishes of the walls, the introduction of new permanent structural supports and possible additional fabric associated with the interpretation of the site and the retained walls.

## **Policy 2: Protection from the Elements**

The remnant Calyx Building walls will be exposed to the elements, whereas they have been sheltered from the weather for most of their existence by surrounding buildings and skillions.

When the roof is removed, the tops of the walls will require weather protection. This will require the placement of a damp barrier and capping to the tops of the walls.

The remnant fenestration of the remnant Calyx Building walls will require weather protection by the careful reinstatement and repair of the timber window frames by an experienced joiner, reglazing as required and repainting in suitable finishes.

The remnant Calyx Building walls have sections of brickwork comprising degraded bricks and mortar and parts are covered by a sacrificial render. These sections should be carefully evaluated and repaired and sacrificial render reinstated, as appropriate to the conservation requirements of the final physical circumstances.

Consideration could be given to the addition of a suitable slurry coating or bagged render to the interior walls to assist in the long-term conservation of the wall fabric. The external wall surfaces should remain face-brickwork, which may require some careful paint removal (the poultice chemical stripping method is recommended).

## **Policy 3: Support Structure**

The remaining walls of the Calyx Building will be in the form of two discrete parts, each including a right-angled section of incomplete walls. The walls, therefore, may require some additional structural support to ensure stability and permanence in their new situations. Engineering advice will be required to determine the nature and extent of the structural support needed.

Additional structural support should be designed and installed in such a way that the new fabric is distinguishable from the old and its role in the support of the walls is apparent.

## **Policy 4: Window Frames**

The remnant fenestration, both elements and pattern, of the Calyx Building walls is a defining characteristic and should be given high priority in the conservation works. Window openings that are covered or blocked should be reopened, where this can be achieved without significant interference in the remaining brickwork. Windows that are located in sections of wall which are to be demolished which are in good condition should be salvaged for repair and reuse in the retained sections of wall.

The window frames should be individually examined for rot or damage and, where necessary, they should be repaired or replacement materials inserted. Glazing should be reinstated where it is presently missing. The window frames will not be required to be opened in the future and may be fixed shut, although this should be achieved with minimal interference in the existing fabric.

Windows which have been changed to side opening should be left in their altered state. Windows which have been reglazed with missing glazing bars should be returned to their original arrangement of panes, either by addition of new glazing bars or by replacement with salvaged window frames.

The former internal walls of the building will, in the future, be exposed to the elements. Particular attention should be given to the issue of rainwater pooling around timber window elements and actions necessary to minimise this should be identified and implemented.

#### **Policy 5: Sectioning**

Final arrangements to display of the remnant Calyx Building walls remain in concept design form only. The retained walls need to maintain their identity as retained historic fabric, however, within that objective, sections of the remaining walls may be removed to create variation in the vertical and horizontal dimensions, or sections may be retained with spaces between to allow the movement around and through the wall sections. Sectioning should be done with a straight saw cut through the brickwork.

Subject to any engineering considerations, remnant walls may require the use of additional support and protection around new openings. This may be achieved in a variety of ways, including the use of C-section steel channels around the exposed ends of the walls.

#### **Policy 6: Final Finishes**

The remnant Calyx Building walls will be prominent elements in the public areas of the future housing estate. Their aesthetic appearance is a critical factor in their acceptance as a positive visual element in the landscape.

Subject to issues associated with mortar stability, the preferred presentation of the conserved brickwork on the external wall surfaces is as unpainted walls. A thin, brick-coloured slurry render may be a suitable finish on what are presently internal walls.

#### **Policy 7: Interpretation of Missing Elements**

The remnant Calyx Building walls will provide an ideal opportunity for location of interpretation media. The mounting of interpretation media should occur in a manner that minimises interference in original fabric.

The nature and design of interpretation media should commence at an early stage in conjunction with conservation works to the walls, so that the mounting of media can be considered as part of those works.

#### **Policy 8: Maintenance**

The remnant Calyx Building walls will require on-going maintenance of the brickwork, finishes and fenestration. Detailed maintenance requirements should be identified and maintenance programming should be prepared after the final situation and management conditions of the walls have been determined and should be included in the Body Corporate Plan for Lot 206.

### **2.3 Conservation Policies for the Glaze Ball Mills**

The following policies are recommended for the conservation of the glaze ball mills:

#### **Policy 1: Conservation of Glaze Ball Mills**

The glaze ball mills, as two complete machines, should be retained. They should be displayed as part of an interpretation program for the redeveloped site.

**Policy 2: Protection from the Elements**

The glaze ball mills are substantial steel machines which are robust and enduring. However, they are not suitable for exterior display without protection from direct sunlight and rain.

**Policy 3: Glaze Ball Mills Footings**

The relocated glaze ball mills will require the installation of new footings on which they will be mounted. The new footings should reproduce the form of the present footings, however, the engineering requirements of the new footings only need to address the static loads of the machines.

**Policy 4: Paint Coatings**

The paint coatings of the glaze ball mills are in poor condition and should be renewed where the coating has failed. Existing flaking paint should be removed and rusty patches treated with phosphoric acid. New paint should aim to match the existing colour and texture as closely as possible. No paint should be put upon unpainted components, which should be lightly oiled.

**Policy 5: Drive Equipment**

The electric motors that provide drive to the glaze ball mills should be retained and interpreted in such a way that the operation of the machines can be understood. The power supply cords should be removed and the motors fixed to their frames in such a way as to prevent their removal.

The operating components should be permanently fixed (in an unobtrusive manner) to prevent any rotation or other movement of components, for public safety reasons.

**Policy 6: Access Ports and Interiors**

As a general rule, the access ports to the interior of the glaze ball mills should be fixed shut (in an unobtrusive manner) for display purposes. Subject to the particular circumstances of the display, these may be made to be potentially accessible to allow the interior of the glaze ball mills to be viewed and the working of the machine understood in a controlled manner. Intervention in the fabric of the machine should be kept to the minimum necessary to aid its display.

**Policy 7: Safety Guards**

The (minimal) safety guardrails may be removed to allow the glaze ball mills to be approached and the working of the machine understood. Intervention in the fabric of the machine should be kept to the minimum necessary to aid its display and safety.

**Policy 8: Interpretation of Missing Elements**

The facilities for loading and unloading the glaze ball mills are not physically associated with the machine and will not form part of the relocated installation. The means for filling and for collection of the output of the Glaze Ball Mills should be expressed through the associated interpretation media.

**Policy 9: Maintenance and Display**

The glaze ball mills should be mounted under cover for display purposes. They may be located externally to a building but should be provided with protection from direct sunlight and rain.

Maintenance should be directed to protection of the glaze ball mills from physical deterioration and will require regular inspection and cleaning of the mills, re-oiling of the ironwork and the bearing surfaces of any moving components and occasional repair of paint coatings.

## **2.4 Policies for Conservation of the Bottle Kiln Remains**

### **Policy 1: Conservation of the bottle kiln remains**

During excavations on the site, the footings and floor of two of the original bottle kilns were discovered. It is proposed that the floor of one kiln will be interpreted in the road reserve, with part within the roadway and part within the footpath. The brickwork of both footings has been recorded in detail and the fabric of these elements has been dismantled and placed in storage.

The kiln floor of the southernmost kiln will be partially reconstructed using the salvaged brickwork in its present geographic location, however, owing to the proposed new ground levels, may be physically located approximately one metre higher than its present level. This location will result in part of the kiln floor being inset into the footpath portion of a new roadway and the rest outlined in colour in the road paving.

### **Policy 2: Reconstruction in two dimensions**

The bottle kiln remains as reconstructed in the public footpath will need to be laid as a flat surface, removing the present physical changes in levels associated with the furnace openings. The reconstruction of the brickwork of the bottle kiln remains should be carefully pre-designed to ensure that the layout and colouration of bricks indicates as closely as possible the original configuration of the kiln floor and the location and size of the furnace openings. Darker infill material applied to appropriate surfaces will be used to interpret the former levels.

### **Policy 3: Maintenance**

The reconstructed bottle kiln floor will require on-going maintenance of the brickwork. Detailed maintenance requirements should be identified and programmed after the final situation and management conditions of the reconstructed bottle kiln floor has been determined and should be included in the Body Corporate Plan for the southern block of Lot 206.

## **Annexure C**

### **Conservation Works**

## **Annexure C: Conservation Works**

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*Note: Lot 206 is divided into northern and southern blocks by the Price Street road reserve.*

### **1.1 Northern Block**

The heritage items to be retained and displayed within the boundaries of the northern block of Lot 206 are the Tunnel Kiln and the two Drill Presses. These items and elements have been retained for interpretation of the history the site following redevelopment. The Conservation Policies for these items 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 Tunnel Kiln and the two Drill Presses 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 Tunnel Kiln and the two Drill Presses 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 Tunnel Kiln**

The following works are required for the conservation of the Tunnel Kiln.

#### **Item 1: Conservation of Kiln**

The tunnel kiln, complete with its associated infrastructure, will be reinstated within a new building as close as possible to its existing location (i.e. within a few metres and on the same alignment) after dissection and storage. Internal and external bracing will need to be carefully removed.

#### **Item 2: Ancillaries and Peripherals**

Subject to detailed design outcomes, the original configuration of the ancillaries and operating peripherals of the kiln, such as the trolley tracks and traverser pits, trolleys and traversers, the fuelling machinery on top of the kiln, gauges and valves, kiln doors and sections of piping must be reinstated.

#### **Item 3: Fuelling Equipment**

The air and fuel pipework should be reconnected where it has been cut in such a way that the operation of the pipework can be understood. Permanent reconnection is not required and a form of bridging collar between pipe-ends is recommended. Pipework colour schemes should be maintained.

#### **Item 4: Paint Coatings**

The paint coatings on the ancillaries and peripherals should be renewed where it is damaged. Existing flaking paint should be removed and rusty patches treated with phosphoric acid. New paint

should aim to match the existing colour and texture as closely as possible. No paint should be put upon unpainted components, which should be lightly oiled. Brightwork should be polished and oiled.

#### **Item 5: Missing Elements**

As the Tunnel kiln is to be retained as the single representative kiln, the end doors and brickwork of the demolished Glost kiln should be recovered and retained for use in the interpretation of the single kiln.

### **1.3 Conservation Works for the Drill Presses**

The following conservation works are recommended for the drill presses:

#### **Item 1: Drill Press Footings**

The relocated the drill presses will be mounted new footings. The engineering requirements of the new footings only need to address the static load of the machine.

#### **Item 2: Paint Coatings**

The relocated drill presses' paint coatings should be renewed. Existing flaking paint should be removed and rusty patches treated with phosphoric acid. New paint should aim to match the existing colour and texture as closely as possible. No paint should be put upon unpainted components, which should be lightly oiled. Brightwork should be polished and oiled.

#### **Item 3: Drive Equipment**

The power supply cord to the electric motors on the drill presses should be removed and the motor fixed to the frame in such away as to prevent its removal. The surviving drive belts should be retained and kept in position, though only lightly tensioned. Missing drive belts should be replaced. However, for display purposes, an indicative representation of a drive belt may be sufficient.

#### **Item 4: Moving Parts**

Subject to the particular circumstances of the display, the moving actions of the machine (for example: raising and lowering of the drill head) should be examined, lubricated and, where necessary, repaired to functioning condition.

#### **Item 5: Drill Bits**

Suitable representative examples of typical drill bits should be obtained and fitted to the drill presses as part of the display of their operation. For safety reasons, these bits should be blunt.

#### **Item 6: Workbed Clamps**

Any surviving workbed clamps should be retained to allow the working of drill presses to be understood. Where they are presently missing, new representative examples of typical workbed clamps may be fitted.

#### **Item 7: Safety Guards**

Sections of any safety guards may be removed to aid display.

## **2.1 Southern Block**

The heritage items to be retained and displayed within the boundaries of the southern block of Lot 206 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 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 ball mill(s), a variety of 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 following Conservation Works for the ball mill(s), a variety of moulds, bisquetware and pottery items and the walls of the Calyx Building 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.

## **2.2 Conservation Works for the for the Glaze Ball Mills**

The following works are required for the conservation of the glaze ball mills:

### **Item 1: Ball mill Footings**

The relocated Ball Mills will be mounted new footings. The engineering requirements of the new footings only need to address the static load of the machine.

### **Item 2: Paint Coatings**

The relocated Ball Mills' paint coatings should be renewed. Existing flaking paint should be removed and rusty patches treated with phosphoric acid. New paint should aim to match the existing colour and texture as closely as possible.

### **Item 3: Drive Equipment**

The relocated Ball Mills should be permanently fixed (in an unobtrusive manner) to prevent any rotation or other movement of components, for public safety reasons. The power supply cord to the electric motor should be removed and the motor fixed to the frame in such a way as to prevent its removal.

### **Item 4: Access Ports and Interiors**

As a general rule, the access ports to the interior of the glaze ball mills should be fixed shut (in an unobtrusive manner) for display purposes. Subject to the particular circumstances of the display, these may be made to be potentially accessible to allow the interior of the glaze ball mills to be viewed and the working of the machine understood in a controlled manner. Intervention in the fabric of the machine should be kept to the minimum necessary to aid its display.

### **Item 4: Safety Guards**

Sections of any safety guards may be removed to aid display.

#### **Item 5: Maintenance and Display**

The Ball Mills may be mounted in the open air or under cover for display purposes. If mounted externally without cover, measures to prevent rainwater pooling within the machine must be identified and undertaken.

### **2.3 Conserved Portions of Calyx Building Walls**

The following conservation works are recommended for the Calyx Building walls:

#### **Item 1: Conservation of remnant Calyx Building walls**

During site demolition and excavation works, the Calyx Building walls will be generally supported/braced until such time as road construction works require the removal of the intermediate section of the building.

Following removal of the roof and demolition of the sections of walls, the remaining walls will be specifically stabilised, to engineering requirements, by temporary or permanent bracing.

Bricks should be salvaged from the demolished walls for reuse as part of the stabilisation of the remaining sections and for potential reuse in interpretation situations around the site (e.g. footings for retained machinery).

#### **Item 2: Protection from the Elements**

When the roof is removed, a weatherproof damp barrier and capping should be installed onto the tops of the Calyx Building walls.

The remaining timber window frames of the Calyx Building walls should be repaired, reglazed as required and repainted in suitable finishes.

#### **Item 3: Sacrificial Render**

The sections of brickwork comprising degraded bricks and mortar and parts covered by a sacrificial render should be carefully evaluated and repaired and the sacrificial render reinstated, as appropriate.

#### **Item 4: Support Structure**

Permanent structural support for the Calyx Building walls should be designed to engineering standards and installed.

### **2.4 Conservation Works for the Bottle Kiln Remains**

#### **Item 1: Conservation of the bottle kiln remains**

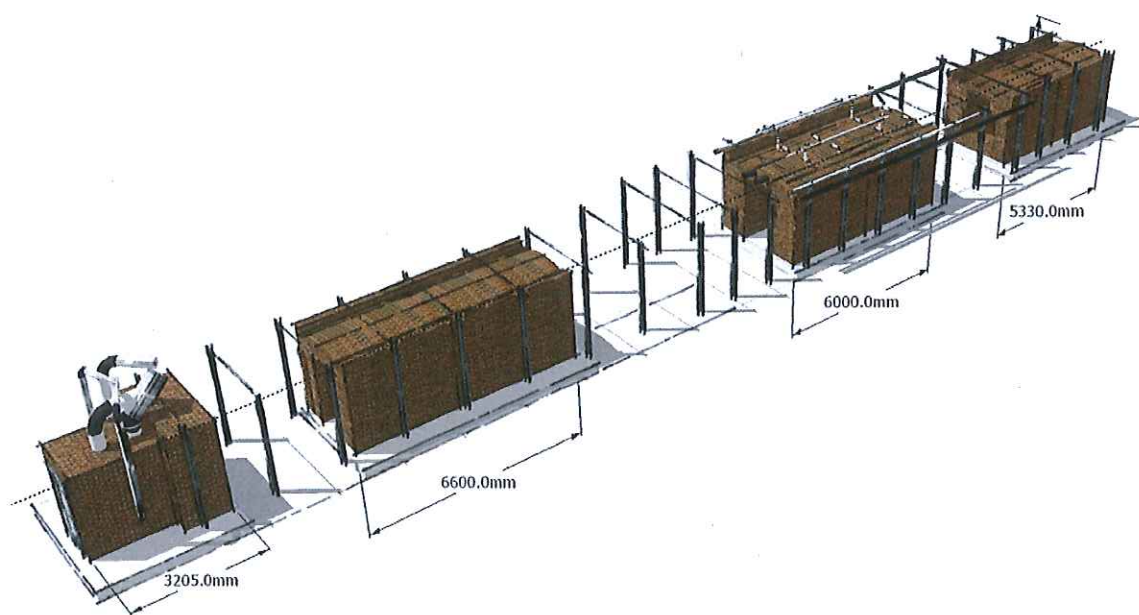
The brickwork that remains from the kiln floor of the southernmost kiln should be partially reconstructed using the salvaged brickwork close to its original geographic location.

#### **Item 2: Reconstruction in two dimensions**

The bottle kiln remains as reconstructed in the public footpath will need to be laid as a flat surface, removing the present physical changes in levels associated with the furnace openings.

## **Annexure D**

### **Interpretation Strategy**



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Interpretation Strategy,  
China Green Lots 205 and 206  
Heritage Report

Job No 13141

Prepared for Pindan  
July 2013



## Contents

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## Introduction

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Griffiths Architects are assisting Pindan and their architects Hames Sharley with the preliminary planning stages for implementing the large scale elements of interpretation at Lots 205 and 206 China Green, Subiaco.

The work contained in this preliminary work responds to the interpretation plan and requirements of the Heritage Agreement. The plans outline the strategy for placement of the larger items of equipment and locate possible display areas for smaller artefacts within buildings. This work will be refined at later stages of the design process.

The aim of this presentation is to gain a level of support sufficient for a development application to be lodged that will meet with State Heritage Office requirements

## Heritage Listings

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The site is part of a place that is included on the State Register of Heritage Places known as Australian Fine China, Subiaco (Calyx Porcelain; Bristile Ltd, HL Brisbane and Wunderlich Limited), P14465.

## Heritage Agreement

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Heritage Agreements apply to both site and the basic requirements are indicated below

Lot 205 requires the location and conservation of the Jaw Crusher, Edge Runner Mill and the conservation of the reconstructed portions of the Calyx Building Walls.

Lot 206 north and south require the placement of the sections of the Tunnel Kiln and pipework, location and conservation of Drill Presses, and the use of a number of artefacts in interpretive displays.



Figure 1- Australian Fine China lot layout.

Metropolitan Redevelopment Authority



## Vision

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The Australian Fine China (AFC) site was used for the manufacture of china and porcelain for 85 years from the early 1920's through to 2006. Originally The Calyx Porcelain and Paint Company, Australian Fine China has had a number of name changes over the many years of its operation (Calyx, Bristile, Wembley Ware and Bristile Fine China).

The proposed development comprises a mixture of residential and recreational opportunities and responds to demographic research and market demand for inner-urban dwellings close to the city, with public transport and a range of activities nearby. The design responds to the cultural heritage significance of AFC and character in the development of Subiaco.

This site is entrenched in history and is intended to be the catalyst of what will bind all three sites as one larger community; encouraging thought, response and dialogue. The heritage components that will be conserved and integrated on site include the old kiln, the Calyx wall and the factory machinery that has been set aside for the sites, and combined with a 'heritage trail'/pedestrian links they will have a symbiotic relationship that creates a human scale to the buildings by breaking down mass and providing visual relief. The series of public spaces have a direct relationship with adjacent buildings and are all connected to create the whole; creating a community spine for the development by linking people, buildings and its surroundings. It provides for enhanced opportunities for view, breezes and solar gain. This concept of focussing first on public urban spaces for living is integral part of creating a vibrant community space.

The combination of heritage, architectural response and key sustainability outcomes will create an exceptional outcome for these residences. The Social, Economic and Environmental sustainability measures that will be incorporated within the development will help equip us to meet current and future housing issues. A vibrant and diverse community offering choice, flexibility and growth whilst respecting its historic foundations will ensure authenticity and a quality that will have appeal on a broader spectrum than purely external aesthetics. The development will have a 'social depth' beyond its existing community and will continue to grow over time. By acknowledging and reflecting the past via a sympathetic palette of materials, colours, finishes and artefacts we can have cohesion with the contemporary language of its neighbours. China Green aims to celebrate the heritage items by letting them stand alone and be admired and respected, given space to breathe. It is the role of the new buildings to sit with them, provide a juxtaposition to celebrate their difference and answer the questions of modern day living.<sup>1</sup>

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<sup>1</sup> Based on Hames Sharley's vision statement.

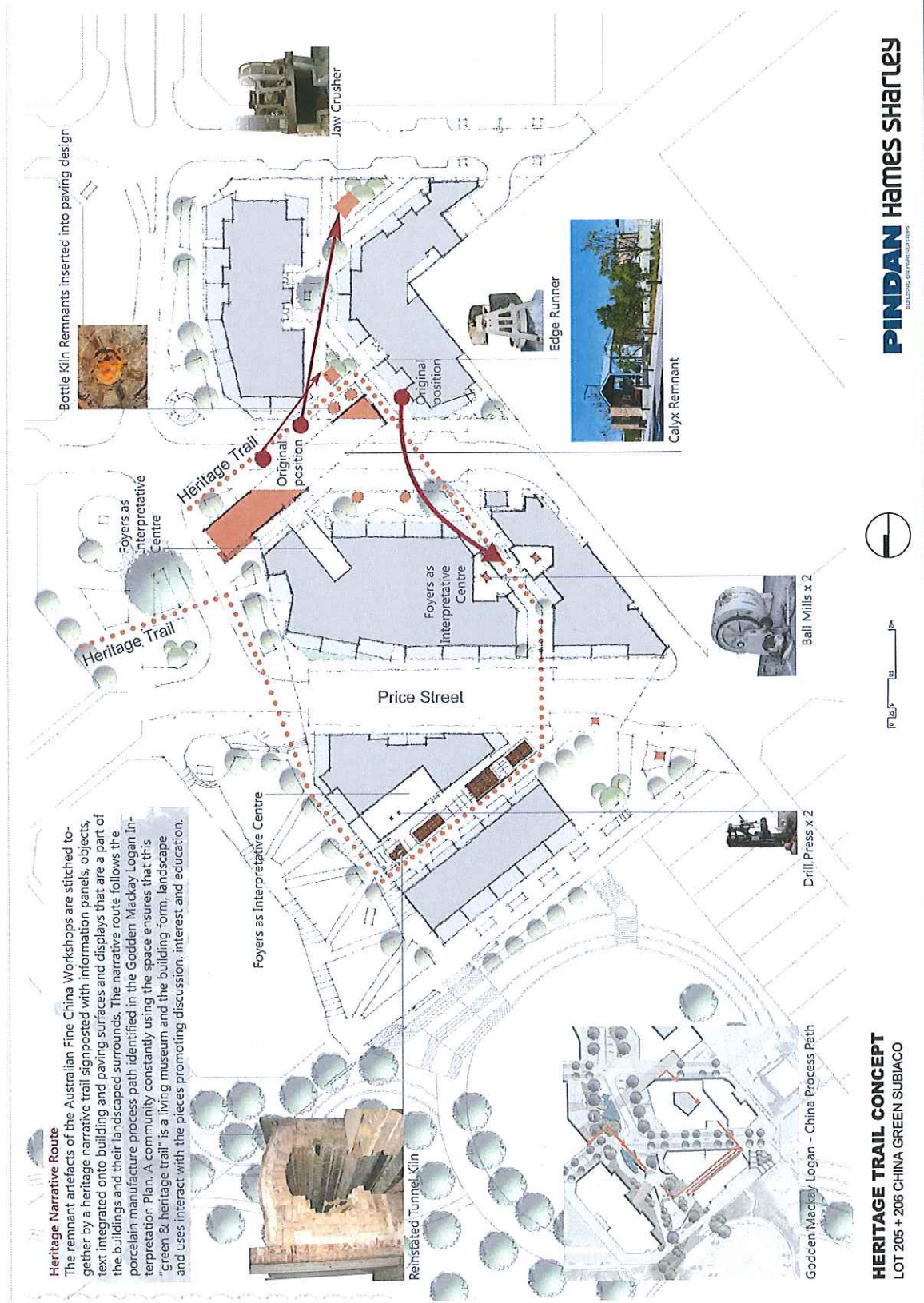


Figure 2- Heritage Trail Concept. PINDAN with Hames Sharley



## Proposals

### A) Demolition

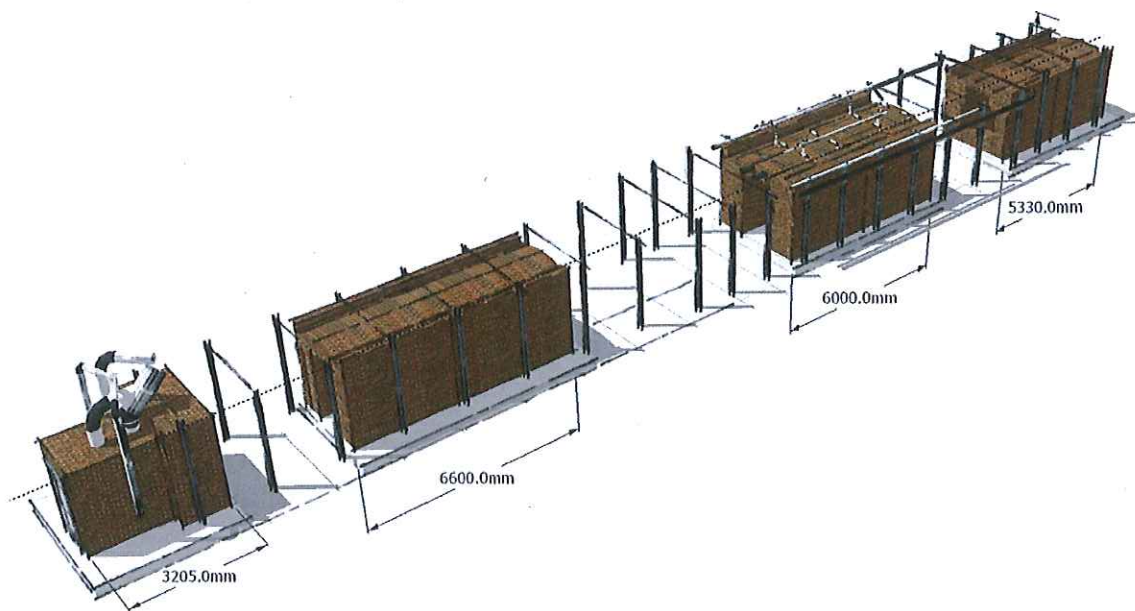
To allow an orderly construction sequence:

- The reconstructed Calyx Building Walls located on the lot will be recorded and then removed for the construction of basement parking; and,
- On completion of the basement, the Calyx Building Walls will be reconstructed in accordance with the pre-demolition survey.

### B) Construction

In terms of the requirements of the heritage agreement, works will include:

- Tunnel Kiln No 1 will be relocated in sections on Lot 206 north.



**Figure 3-** Proposed extent of Kiln No.1 and Pipework. *PINDAN with Hames Sharley*

#### Rationale

The original kiln had a significant portion removed and the remaining elements were cut into transportable components. In its deliberations on the kiln, demonstration of the length of the kiln was considered to be an important part of interpretation, even if the total length of the kiln could not be retained and relocated. The proposal will see the length of the kiln interpreted, and for practical purposes, the presented sections will be separated.

It is proposed to reinstate 7 of the 11 sections of kiln with the missing elements represented by equivalent spaces between sections (Figure 1). This display method will permit a greater



appreciation and visual access to the interior of the kiln. Visitors will gain a better sense of the depth and inner workings of the kiln as there are more components for them to circumnavigate. This also allows for permeability through the site (Figure 2), which is a key consideration for foyer and apartment/terrace access. A fully reinstated representation of the kiln would cut the development into halves with little physical and visual connection between the two. The proposed resolution works better for interpretation and the architecture.

The kiln itself and its associated support structure is a significant element in spatial volume and weight. According to a report obtained by MRA by A.A. Wilkie Consulting Engineers, the kiln at its widest equates to approximately 10 tonne per lineal metre. This mass requires significant support below which results in a reconfiguration of the most efficient car parking available and equates to a loss of approximately 24 car bays and thus affects the overall yield and return on the development. By limiting the amount of sections reinstated for interpretation allows significant weight, structural and cost savings. The proposed strategy will result in a saving of approximately 146 tonne in weight.

The structural integrity of the kiln obviously needs to be constant and the supporting suspended slab must remain for this to be assured. Setting the kiln flush at ground level is therefore also not feasible due to the limitation of the transfer slab. A rebate in a transfer slab would also add significant cost and increase the depth of the supporting structure. In turn cost escalation would presumably add pressure on required sales rates and affect affordability. We again recommend to simply place the proposed elements of the kiln and its supporting structure on the slab, this will allow the kiln structure to be at a height conducive to sitting and contemplating, which we believe should be a pleasant and desirable outcome.

Ancillary items such as pipe work are proposed only to be reinstated at a limited level as permitted by the building volume and the extent compatible with pedestrian movement. Restricting the pipework allows effective roof cover, providing a more intimate scale. Suitable unused portions of the kiln might be used in other common areas such as foyers, landscapes and our "heritage room". Recycling the brickwork into these areas gives real integrity to these spaces and adds to the concept of the heritage elements being intertwined with the development.

Most of the kiln will be weather protected and portions of the kiln exposed to the elements will be repointed to achieve a durable outcome.



Figure 4- Entry Foyer showing Kiln from POS. *Hames Sharley*



Figure 5- Plan showing proposed Kiln extent in position in common area on Lot 206N. *Hames Sharley*

- Lot 206 north will have 2 Drill Presses and artefacts in interpretive displays in the building foyer.
- Lot 206 south will have Ball Mills in each building's foyer as well as display artefacts as part of interpretive displays.



- Edge Runner Mill Crusher is a robust piece of cast iron equipment and will be located in the open on Lot 206.
- The Jaw Crusher is a robust piece of cast iron equipment and will be located in the open on Lot 205.
- The reconstructed portions of the Calyx Building Walls will be re-erected on Lot 205 when the basements are complete.

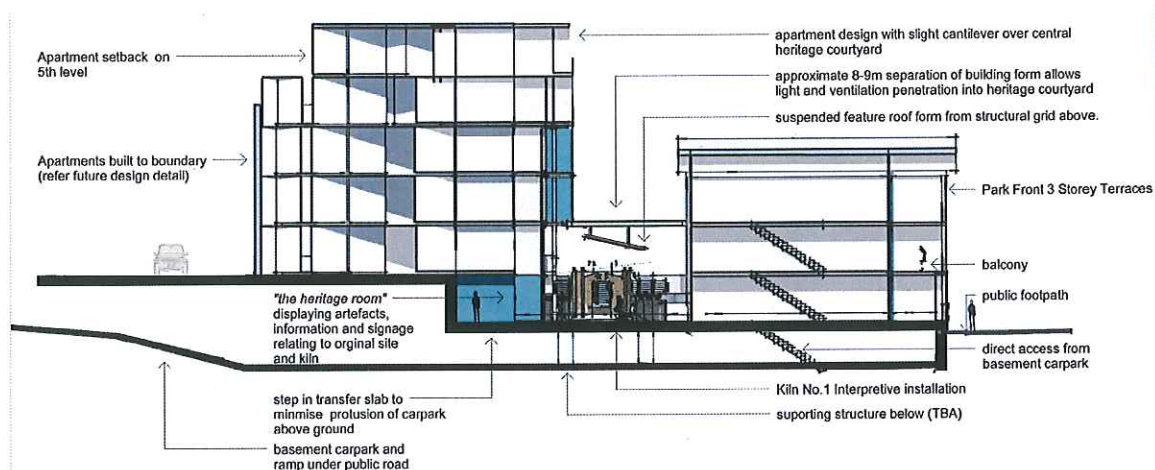


Figure 6- Section showing proposed Kiln in relation to basement car park and adjacent residents. *Hames Sharley*

## Enhancement of Significance

At present all materials are stored for use in the interpretation strategy. The placement, conservation and interpretation of the equipment will allow an appreciation of the Australian Fine China in a way that has never been available to the people of Western Australia. The display in the manner illustrated in this strategy will provide a stimulating and informative experience of an industry that was once at the heart of the city's vitality and explain a process that will not be familiar to most Western Australians.



Figure 7- Kiln in foyer with angled roof covering . *Hames Sharley*



Figure 8- Kiln protruding into western POS on Lot 206N . *Hames Sharley*

## Detrimental Impact and Mitigation

There has been a large amount of destruction of the cultural heritage value of the site to make way for the growth of the city. Interpretation of the processes and activities that once took place on the land was one of the conditions of allowing development to proceed. Display and interpretation in the manner indicated is the accepted mitigating strategy in this case.



## Conclusion

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In view of the requirements of the Heritage Agreements, the proponent is seeking endorsement of the illustrated strategies on the grounds provided in the agreements and the design rationale.

## References

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*Australian Fine China, Subiaco-interpretation Plan Phase 2*, prepared by Godden Mackay Logan (May 2008).