

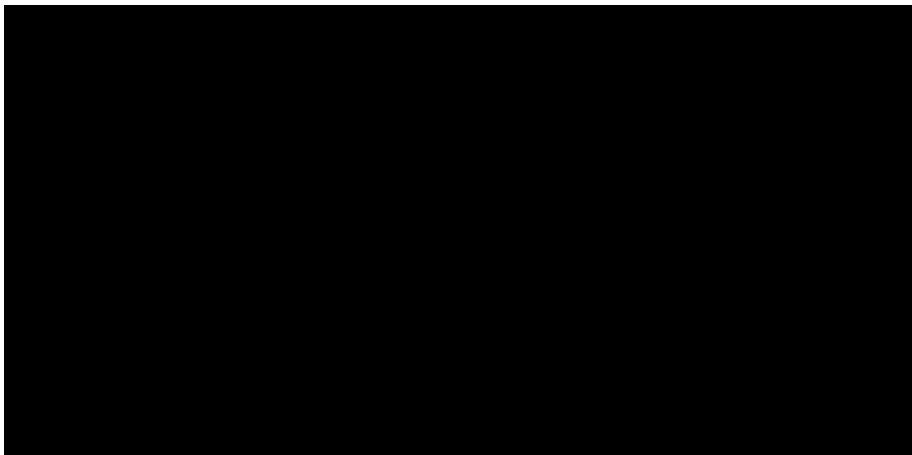
Heritage of Western Australia Act 1990
Section 29

HERITAGE AGREEMENT

between

HERITAGE COUNCIL OF WESTERN AUSTRALIA

and



in respect of

RAINE SQUARE
A Portion of
WILLIAM & WELLINGTON STREET PRECINCT
(HCWA Place No. 16743)

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HERITAGE AGREEMENT

Raine Square Cnr William and Wellington Streets Perth

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 Level 2, 491 Wellington Street, Perth, Western Australia, 6000 (the "Council"); and
2.  (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 is a portion of the *William & Wellington Street Precinct* (HCWA Place No. 16743) which 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 15 October 2004.
- D. As a condition of support for planning approval the Owner is required to enter into an agreement with the Council binding on the current and successive owners of the Place to ensure its ongoing conservation and maintenance.
- E. 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 & CONSTRUCTION

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;

“Completion Date” means the third anniversary of the issuance of the building permit or permits necessary to carry out the Conservation Works identified in Item 6 of the Schedule;

“Conservation” means all the processes of looking after the Place so as to retain its cultural heritage significance, and may include preservation, restoration, repair and maintenance;

“Conservation Plan” means the Conservation 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;

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

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

“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;

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

“Maintenance” means the continuous protective care of the Significant Fabric as specified in Item 7 of the Schedule;

“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 all the physical material of the Place 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 Construction

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 new 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 Plan

The parties acknowledge that the Conservation Plan is the primary guiding document for the conservation and future use of the Place and should be read in conjunction with this Agreement as an essential reference document. For the avoidance of doubt, all express obligations on the Owner in this Agreement which are derived from the Conservation Plan are described in the Annexures.

3.2 Conservation Works

The Owner must undertake the conservation of the Place in accordance with the Conservation Policy and is required to carry out the Conservation Works, by the 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;
- (c) sub-divide or make application to sub-divide the Land; or
- (d) remove or demolish or make application to remove or demolish any Significant Fabric.

3.4 Maintenance

The Owner shall ensure that:

- (a) 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; and
- (b) reasonable measures are taken to secure the Place against trespass, vandalism, vermin and pests during any period in which the place is to be unoccupied for at least 90 consecutive days.

3.5 Conservation Consultant

The Owner must appoint a consultant approved in advance in writing by the Council to supervise the Conservation Works and any Development of the Place 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 60 days after the 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, such approval not to be unreasonably withheld, 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 Significant Fabric if it is practical and feasible to do so.
- (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 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, Conservation or Maintenance of the Land or the Place. Without limitation, all Development, Conservation or 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, Conservation, 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:

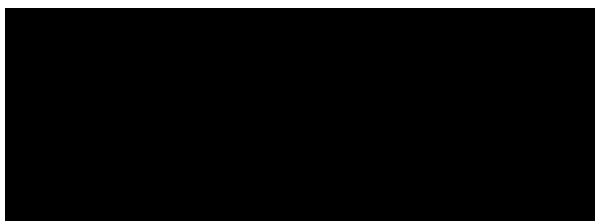
- (a) must be in writing in order to be valid;
- (b) is sufficient if executed by the Party giving, serving or making the notice, or if executed on such Party's behalf by any officer, director, attorney or solicitor having the authority to so act for such Party;
- (c) is sufficient, in the case of the 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 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 and certified by the Minister.

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 its discretion and by written notice to the Owner, extend any time period for performance by the Owner of any of obligations of the Owner under this Agreement.

7.5 Costs

- (a) The Owner shall pay or reimburse the Council on demand for all costs and expenses reasonably 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.

7.6 No Waiver

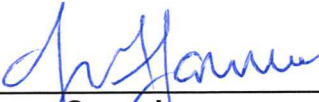

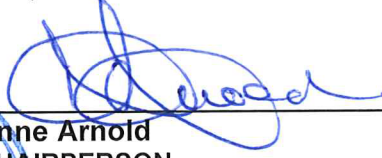
Any failure to enforce this Agreement or any forbearance, delay or indulgence granted by one party to the other party will not be construed as a waiver of any rights, privileges or immunities created under this Agreement.

THE SCHEDULE

- Item 1: Place**
- Raine Square, a portion of *William & Wellington Street Precinct* (HCWA Place No. 16743), located at the corner of William and Wellington Streets, Perth, 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 Section 7.0 of the Conservation Plan, "Levels of Significance", at pages 95-113.
- Item 3: Conservation Policy**
- The Conservation Policy is described in Section 8.0 of the Conservation Plan, "Conservation Policies", at pages 115-130.
- Item 4: Land**
- A portion of Lot 350 on Deposited Plan 54698 being part of the land contained in Certificate of Title Volume 2703 Folio 974 as to the portions labelled 'M' on Deposited Plan 72233.
- Item 5: Conservation Plan**
- Raine Square Heritage Buildings Conservation Management Plan* prepared by TPG Town Planning, Urban Design and Heritage (November 2016).
- Item 6: Conservation Works**
- The schedule of works described in Annexure A.
- Item 7: Maintenance**
- The schedule of maintenance activities described in Annexure B.

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 ASSISTANT DIRECTOR GENERAL, HERITAGE SERVICES DIVISION DEPT. OF PLANNING, LANDS & HERITAGE		_____ Anne Arnold CHAIRPERSON, HERITAGE COUNCIL OF WESTERN AUSTRALIA
<u>30.10.17</u> Date signed		<u>30.10.2017</u> Date signed

For the OWNER:

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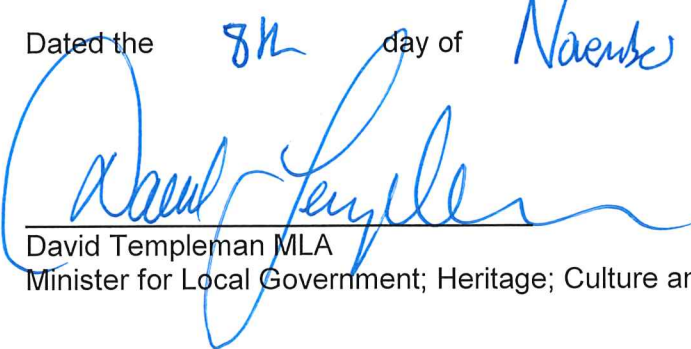
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**CERTIFICATE UNDER SECTION 32
OF THE HERITAGE OF WESTERN AUSTRALIA ACT (WA) 1990**

I, the Hon. David Templeman MLA, Minister for Local Government; Heritage; Culture and the Arts, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 8th day of November 2017.



David Templeman MLA
Minister for Local Government; Heritage; Culture and the Arts

Annexure A

Conservation Works

The Conservation Works and their timeframes are detailed in Section 9.1 of the Conservation Plan, attached hereto and incorporated herein by this reference.

9.1 Conservation Works Schedule

Hotel Wentworth - External

Element	Conservation Works
Roof	<ul style="list-style-type: none"> Have roof cladding, flashings, fixings and connections inspected by suitably experienced roofing contractor to determine current or potential damage and remediate as necessary to ensure building is watertight. <p>Note: Cladding and flashings should be compatible materials of a type to match historic precedent on this building.</p>
Rainwater goods	<ul style="list-style-type: none"> Parapet gutters and connections to downpipes are to be inspected and, if necessary, action is to be taken to ensure long term functioning. The original rainwater goods should be retained and conserved. UPVC downpipes have been utilised to deal with additional runoff to the rear and these can be retained or rationalised to suit a hydraulic engineers recommendations. Connections to storm water drainage are to be inspected and cleared as necessary.
External Walls	<ul style="list-style-type: none"> Carry out full façade survey of render and stucco decoration to determine extent of cracking and delamination and repair with suitable repair material (as determined through testing). Testing for paint removal of the façade should be undertaken to determine the condition of the fair-faced stucco. If in a good condition, consideration should be given to the removal of the external paint and reinstatement of exposed stucco finish. Face brickwork to the rear facing portions should remain unpainted with removal of select areas of paint work. Localised areas of repointing should be undertaken where the mortar is spalling or defective. Repointing mortar should match the original in composition and appearance.
Windows and Doors	<ul style="list-style-type: none"> Steel windows on the street facing elevations are original and require retention in situ with repainting and, where required, treatment of corrosion with suitable inhibitor. Aluminium and intrusive windows to the rear facing elevations should be removed and replaced with an example to match an adjacent original window. Repainting is required on all windows in a colour consistent with historic appearance. Remaining external timber doors are to be retained and conserved. Modern doors can be retained or removed to suit future function.
Juliette balconies	<ul style="list-style-type: none"> Where rust or corrosion exists this should be brushed back with a steel brush to a bright face before being treated with a rust inhibitor and repainted in a colour to match historic precedent.
Awning	<ul style="list-style-type: none"> The existing awning is an accurate reconstruction and should be retained. Repainting can be undertaken to suit future function. Stays connecting the suspending the awning from the building should be inspected for corrosion and treated accordingly.
Shopfronts	<ul style="list-style-type: none"> Restoring the geometric tiled pattern to the shop fronts is a preferred outcome. To be undertaken with reference to historic imagery.

Hotel Wentworth - Internal

Element	Conservation Works
Ceilings	<ul style="list-style-type: none"> Ceilings are to be maintained in accordance with the policies within this report and the maintenance schedule.
Floors	<ul style="list-style-type: none"> Carpets throughout can be retained or removed to suit function. If carpets are replaced future underlay should not be glued to historic timber floors and fixings should be minimised. If timber floors are exposed in future, conservation with light sanding and natural oil or wax finish should be undertaken. Staining may be appropriate if there is evidence of historic precedent.
Walls	<ul style="list-style-type: none"> Original plaster walls are to be retained and conserved. Those with dado beading are to be retained in that aesthetic. Repaint walls as required to suit new function as and when required.
Historic Stairs	<ul style="list-style-type: none"> Stairs should be conserved and retained with light cleaning Where the varnish finish on the stair has been scuffed or required maintenance it should be lightly sanded in the affected area prior to restaining and lacquering to blend seamlessly with original. <p>Note: Carpet on the stairs can be replaced to suit future function.</p>

Royal Hotel - External

Element	Conservation Works
Roof	<ul style="list-style-type: none"> Have roof cladding, parapet, gutters, flashings, fixings and connections inspected by suitably experienced roofing contractor to determine current or potential damage and remediate as necessary to ensure building is water tight. Cladding and flashings should be compatible materials of a colour and type to match historic precedent on this building. Repaint cresting as part of maintenance regime.
Rainwater goods	<ul style="list-style-type: none"> Inspect internal downpipes for longevity and engage hydraulic engineer to advise if necessary. Repaint rainwater as part of maintenance regime.
External Walls	<ul style="list-style-type: none"> Carry out full façade survey of render and stucco decoration to determine extent of cracking and delamination. If stucco decorations are becoming dislodged then fixing back with minimal dowels is required. If decayed beyond repair then decorations should be moulded and reinstated. If there is evidence to suggest the flat render is becoming delaminated from the façade and/or causing accelerated decay of brickwork then consideration should be given to its removal. Remove paint finish on face brick across all elevations and non-original render along ground floor. Removal of render and paint should be tested to ensure damage is not caused to the brick's fired face. Following successful test panels of render and paint removal, tuck-pointing should be reinstated to William and Wellington Street façades. If render removal causes excessive damage to brick the render should be left in situ.
Windows	<ul style="list-style-type: none"> Where air conditioning units have blocked windows those units should be removed and timber-framed windows with glazing reinstated to match original details. Existing timber windows should be sanded, primed and painted. The external paint finish should be carried out using reputable product to specified colour in a darker, more recessive tone than render and brick. Paint colour to be nominated by the architect in consultation with heritage consultant. Original glazing is rare and where it remains it should be conserved in situ with re-puttying as required. Where glazing has been replaced it can be retained or replaced with suitable alternative to fit existing timber frames. Where possible windows should be brought into a functional condition to allow ventilation. Ground floor retail windows facing William Street should be partly in filled and rendered to return back to original details. Windows that originally provided access to the verandahs on the upper floor should be reinstated.
Ornate Main entry	<ul style="list-style-type: none"> Carefully remove paint from carved timber. Testing should be undertaken on site to find a methodology that does not damage the timber. Chemical poulticing and heat torch are recommended for initial tests. If exposed timber finish is to be reinstated then it should be lightly cleaned and allowed to dry before applying a suitable natural oil or wax finish.
Verandah	<ul style="list-style-type: none"> Re-oil decking with suitable natural oil. Tung oil or similar. Inspect and repaint balustrade as required in colour to be determined and to be based on historical precedent.

Royal Hotel - Internal

Element	Conservation Works
Ceilings	<ul style="list-style-type: none"> • Repair cracked and damaged plaster ceiling and cornice in the former ground floor dining room. • Repaint ceiling in ground floor.
Floors	<ul style="list-style-type: none"> • Carpets throughout can be retained or removed to suit function. If carpets are replaced future underlay should not be glued to historic timber floors and fixings should be minimised. • If timber floors are exposed in future, conservation with light sanding and natural oil or wax finish should be undertaken. Staining may be appropriate if there is evidence of historic precedent.
Walls	<ul style="list-style-type: none"> • Where wall plaster has become cracked or damaged it should be plastered with suitable repair material so as not to cause differential movement with adjacent historic plaster. • Repaint walls as required for future function.
Joinery	<ul style="list-style-type: none"> • Internal joinery should be lightly sanded and repainted to suit future function.
Blocked window	<ul style="list-style-type: none"> • The blocked window in the former ground floor dining room should have the air-conditioning unit removed and glazing reinstated to match original details.
Decorative Arches	<ul style="list-style-type: none"> • The decorative arches on the first and second floor should be retained in situ and where repainted should be done lightly not to impact on the intricacy of the decorations.
Historic Stairs	<ul style="list-style-type: none"> • Stairs should be conserved and retained with light cleaning • Where the varnish finish on the stair has been scuffed or requires maintenance it should be lightly sanded in the affected area prior to restaining and lacquering to blend seamlessly with original. • Carpet on the stairs can be replaced to suit future function.

William Street Commercial Buildings

Element	Conservation Works
Roof	<ul style="list-style-type: none"> • NA
Rainwater goods	<ul style="list-style-type: none"> • Rain water goods should be inspected to determine functionality.
External Walls	<ul style="list-style-type: none"> • Carefully remove existing paint scheme ensuring that damage is not caused to the face brick elements. • Reinstate face brick elements. • Remove paint from decorative stucco elements and reveal fair-faced render
Windows	<ul style="list-style-type: none"> • The sash and casement windows are a mix of new and restored original which should be retained in a working order.

Annexure B

Maintenance

The Programme below will form part of the maintenance regime for this place. The programme will be the responsibility of the Owner or the Owner's nominee. Should the property be sold the new proprietor shall nominate the person responsible for carrying out this maintenance schedule. The Heritage Council of Western Australia should be notified of any change of the person responsible.

This schedule is concerned with the significant heritage fabric and the presentation of the place. It does not aim to cover all the statutory requirements concerning plant and machinery. The required inspection of these items should form part of a broader more comprehensive schedule prepared by the proprietor or building manager.

This schedule should be regarded as provisional and should be adapted by mutual agreement to suit circumstance and experience. This schedule should be regarded as a minimum standard. The schedule should be adhered to in any period where the place is wholly or partially unoccupied.

Should the place be subject to damage by fire, infestation, seismic or building activity or alteration of the foundation, an inspection of the building frame by a qualified structural engineer will be required and any recommendations implemented.

Periodic Maintenance Schedule

The Maintenance Activities and their timeframes are detailed in Section 9.2 of the Conservation Plan, attached hereto and incorporated herein by this reference.

9.2 Recommended Maintenance Work Schedule

Building Element	Maintenance Task	Responsibility	Frequency
Roofs			
Roof areas generally	Inspect areas from the ground and overlooking storeys and report any damage to the roof cladding.	Owner	After storms but generally annually
Sheet metal roofs	Inspect condition of panels, joints and clips. Replace roof sheets that are corroded beyond re-use with example to match.	Heritage Architect/contractor	Annually
Flashing and ridges	Inspect condition of all flashing and soakers. Make repairs as required (e.g. dress back flashing and make good joints in a like for like fashion).	Heritage Architect/contractor	Annually
Rainwater Disposal			
Rainwater goods generally	Inspect rainwater goods from the ground and accessible high points and report damage.	Owner	After storms but generally annually
Gutters	Clear all gutters of debris and ensure they are functioning. Cover with mesh if necessary. Inspect for cracks, corrosion or sections that do not overlap.	Owner/contractor	During rain is best time or annually as minimum
Downpipes	Clear down pipes and rod if necessary. Inspect downpipes for cracking and corrosion.	Contractor	Annually
Below ground drainage	Open up for inspection at foot of downpipes. Check to ensure gullies and gratings are free twice per year from silt and debris and that stormwater discharges to main sewerage soakaway.	Contractor	Annually
External Areas			
External Walls Generally	Inspect walls from the ground and accessible high points and report any damage and signs of movement (i.e. widening mortar joints, cracking of render or masonry units).	Owner	After storms but generally Annually
External walls, wall heads and parapets	Inspect with high level access and identify any cracks or damage that may allow water penetration. Inspect render for cracking.	Heritage architect/Contractor	Annually
Masonry Walls	Masonry walls should be inspected for decayed mortar and repointed as necessary with suitable repair mortar. If salts appear on the brick face action should be taken immediately to remediate dampness and/or source of salts.	Heritage contractor	Annually
Paint	Repaint the building including original painted external walls, windows and door frames and rainwater goods.	Contractor	Repaint buildings every 5 years or as often as required
Ventilation	Ensure that ventilation grilles, vents are free from obstruction.	Contractor	Annually
Windows & glazed doors	Inspect windows for damage to frames and glazing. Check to ensure they are in working condition.	Owners/contractor	Annually
Doors	Check operation for all external doors to ensure they are operating in a secure and functional manner. i.e. locks, hinges and handles should all be in good order and the door should be hung correctly. Hardware can be oiled.	Owners	Bi annually
Ground levels	Inspect ground levels around the building and remove build up of soil and other pollutants that can trap moisture. Encourage City to slope pavements away from building.	Heritage architect	Annually
Chimneys			
Inspect stability	Chimneys should be inspected for cracking and instability	Structural engineer/contractor	Annually

Building Element	Maintenance Task	Responsibility	Frequency
Functionality of flues	Even if the chimneys are not functional, regular checking to identify blockages should be undertaken and swept as necessary. If they become functional then more regular checks are required.	Chimney sweep	If used chimneys should be swept bi annually or annually checked for blockage otherwise
Internal Areas			
Internal Spaces generally	Inspect roof voids, under floors and all internal rooms and report on any water ingress, rising damp or other damage. Clean regularly.	Owners	Monthly
Internal structure and fabric	Inspect internal structure and fabric including roof timbers and floor joists, wall, floor and ceiling finishes including timber architraves and skirtings. Report on any fungal growth, dampness, insect damage or cracking.	Owners	Annually
Staircase	Check stairs for damage and maintain polished timber to existing standard.	Owners	Annually
Floors	Clean historic floors and maintain historic finishes.	Owners	Weekly
Building Services			
Electrical	Check defective bulbs and fuses and attend to minor faults. For switch boards and wiring these should be regularly checked by a qualified electrician.	Owners/ electrician	Weekly/ quarterly
Water	Regularly inspect water tanks and pipes for leaks and that waste water is draining effectively. Plumbers should be called on to carry out repairs.	Owners/ Plumber	Quarterly
Fire alarm and suppression	Check fire alarms and fire suppression systems are in fully functional working order. This includes portable extinguishers or sprinklers.	Owners/ hydraulic consultant	Monthly
Burglar alarm	Building and retail tenancies should be secure 24 hours a day to avoid breaking and entering. Discreet security alarms should be checked.	Owners	Monthly
Miscellaneous			
Vermin and pest control	Check for white ants and vermin regularly. If noted then appropriate action should be taken.	Owners/ pest control	Bi annually