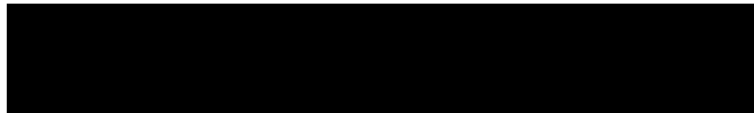


HERITAGE AGREEMENT

between

HERITAGE COUNCIL OF WESTERN AUSTRALIA

and



in respect of

BEBO MORO, GUILDFORD

(HCWA Place No. 10181)

TABLE OF CONTENTS

Part 1	Definitions & Construction	
1.1	Definitions	Page 3
1.2	Construction	Page 4
Part 2	Commencement, Duration and Scope of this Agreement	
2.1	Commencement and duration of this Agreement	Page 5
2.2	Scope of this Agreement	Page 5
Part 3	Development and Conservation	
3.1	Conservation Plan	Page 5
3.2	Conservation Works	Page 6
3.3	Development	Page 6
3.4	Maintenance	Page 6
3.5	Conservation Consultant	Page 6
3.6	Reporting	Page 6
3.7	Insurance	Page 7
3.8	Compliance with Statutes	Page 7
3.9	Permanent Entry of the Place in the Register	Page 7
Part 4	Council's Rights of Entry and Powers of Inspection	
4.1	Council's rights of entry and powers of inspection	Page 7
Part 5	Default	
5.1	Events of default	Page 8
5.2	Rights and remedies of Council	Page 8
5.3	Land and Place at risk of Owner	Page 8
5.4	Interest on overdue money	Page 9
Part 6	Notices	
6.1	Form of notices	Page 9
6.2	Address for notices	Page 9
Part 7	General	
7.1	Variation to be in writing	Page 10
7.2	Governing Law	Page 10
7.3	Further assurances	Page 10
7.4	Extension of time by Council	Page 10
7.5	Costs	Page 10
7.6	No Waiver	Page 10
The Schedule		Page 11
Signatures		Page 12
Certification		Page 13
Annexures		Pages 14-22

HERITAGE AGREEMENT

**Bebo Moro
224 Swan Street
Guildford**

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. [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 an interim basis pursuant to the Act on 6 January 2017.
- 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 Effective Date;

"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 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 30 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, 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.
- (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.

3.9 Permanent Entry of the Place in the Register

The Owner consents to the entry of the Place in the Register on a permanent basis under the Act at such time as the Council may so recommend to the Minister.

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, 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:

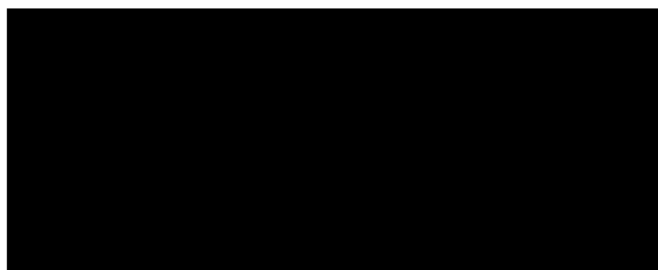
- (a) must be in writing in order to be valid;
- (b) is sufficient if executed by the Party giving, serving or making the notice, or if executed on such Party's behalf by any officer, director, attorney or solicitor having the authority to so act for such Party;
- (c) is sufficient, in the case of the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

- (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 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

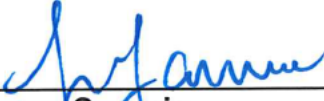
Any failure to enforce this Agreement or any forbearance, delay or indulgence granted by one party to the other party will not be construed as a waiver of any rights, privileges or immunities created under this Agreement.

THE SCHEDULE


- Item 1: Place**
Bebo Moro, Guilford (HCWA Place No. 10181), located at 224 Swan Street, Guildford, Western Australia, 6055, 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 includes former dwelling building, the store and the cellar.
- Item 3: Conservation Policy**
The Conservation Policy is described in Section 13.0 of the Conservation Plan, "The Conservation Policy", at pages 77-78.
- Item 4: Land**
Lot 800 on Deposited Plan 72885.
- Item 5: Conservation Plan**
Conservation Plan: Bebo Moro Dwelling (former) and Stone Cellar prepared by Hocking Planning and Architecture (Final Draft October 2001).
- 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



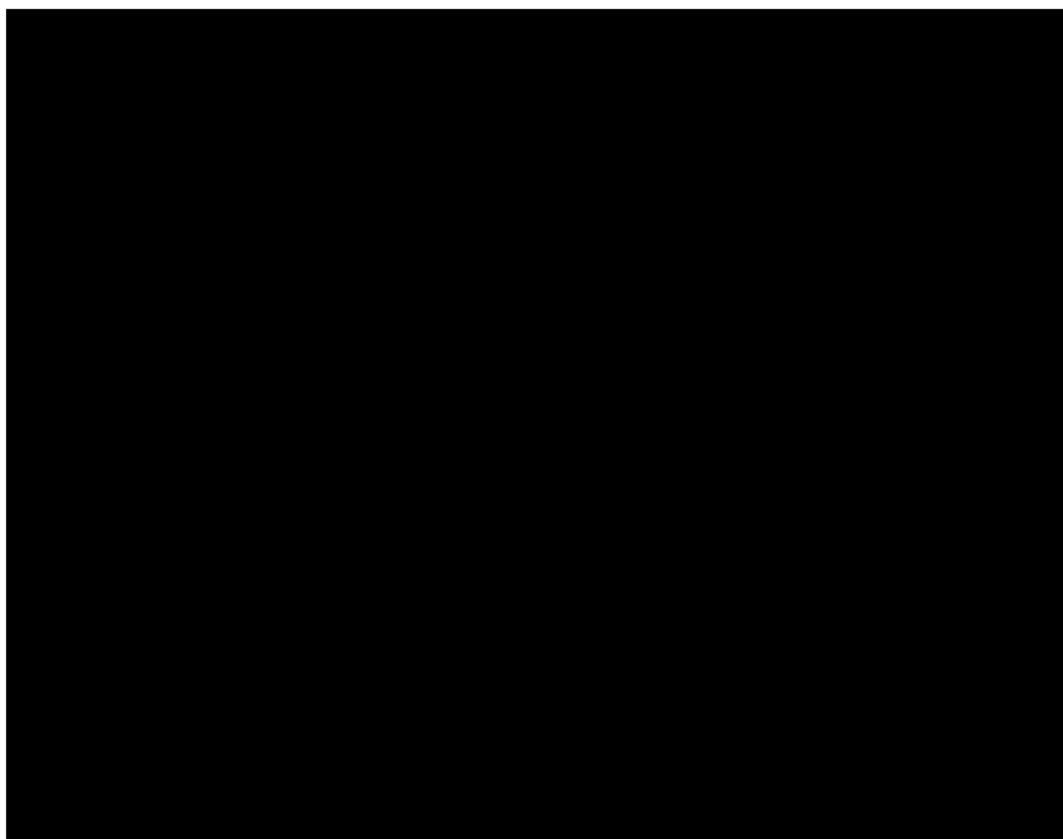
Ains Arnold
CHAIRPERSON,
HERITAGE COUNCIL OF WA

22/2/18

Date signed

27. 2. 2018

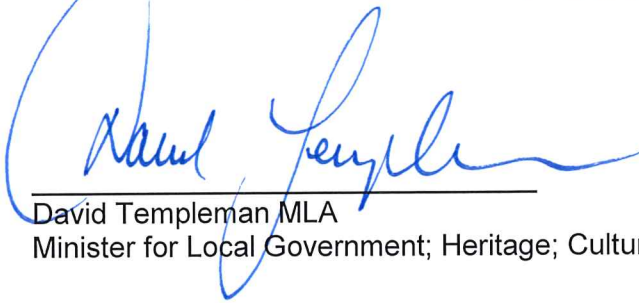
Date signed



**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 7th day of March 2018.



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

Annexure A

Conservation Works

All of the following works are to be completed by the Completion Date. For detailed information regarding the location of the following work items, refer to the drawings AH01-AH03, AH06 and AH07 in Annexure C.

Homestead – External works

1. Reconstruct chimneys to match original. Cap and flash as detailed.
2. Re-roof Bebo Moro in Shale Grey Custom Orb® and install new rain water goods as detailed.
3. Reconstruct bullnose verandah and rain water goods as detailed.
4. Reconstruct gable and fascia to match original.
5. Remove paint and tuck pointing to facades. Reinstate tuck pointing and face brickwork as detailed.
6. Reconstruct timber verandah posts as detailed.
7. New timber handrail as detailed.
8. Remove existing concrete verandah. Make good. New timber verandah as detailed.
9. Remove redundant services, fittings and fixtures to walls, make good.
10. Retain and conserve existing timber doors and fanlights. Prepare and paint.
11. Retain and conserve existing timber windows. Prepare and paint.

Homestead – Internal works

12. Lower ground levels below floors to minimum 200mm. Retain existing floor structures where possible, reconstruct to match existing where required.
13. Retain and conserve existing timber skirtings. New timber skirtings to match existing where required.
14. Reconstruct timber doors and fanlights as detailed.
15. Prepare and paint joinery.
16. Prepare and paint walls. Make good as required.
17. Remove skylight to general practitioner's room and make good.

Store and Cellar – External works

18. Retain and conserve timber roof structure. Re-roof in Shale Grey Custom Orb® and install new rain water goods as detailed.
19. Retain and conserve timber barge boards. Prepare and paint.
20. Remove single leaf brickwork wall to east façade and reconstruct to original wall line. Render, do not paint.
21. Remove render to north façade where detailed. Repair by crack stitching or with helical bars. Repoint brickwork to full height. Retain existing render where detailed, repair with lime render as required.
22. Remove render to south elevation where detailed. Repair/replace bricks as required. Re-point with lime mortar.
23. Retain and conserve rubble stone work to south and north elevations. Repoint. Full length of building.
24. Retain existing brick façade to west elevation. Re-render. Do not paint.
25. Retain and conserve existing timber windows, timber lintel and sills. Prepare and paint. Reglaze. Remove rust from grilles and treat with Penetrol® anti-corrosion treatment.
26. Retain and conserve existing timber doors. Prepare and paint.
27. Remove paint and cement from south elevation. Replace damaged bricks to match existing.

Store – Internal works

28. Retain existing timber-framed windows, install glazing film. Prepare and paint.
29. Remove cement repairs around rafters. Patch and fill with lime mortar.
30. Retain existing timber doors, frames and door hardware. Remove paint, prepare and apply Penetrol® wood oil.
31. Remove existing cement screed to eastern end and re-screed.
32. Retain and conserve existing brick walls to eastern end.
33. Remove timber partition and door at western end.
34. Remove cement repairs to walls. Patch and fill with lime mortar.
35. Patch and fill exposed bricks at western end with lime mortar.

Cellar – Internal works

36. Retain existing window openings. Remove vent and brick infill on the external face of the opening and infill with salvaged bricks from original brick wall to form a blind opening.
37. Retain and conserve rubble walls. Repoint and lime wash.
38. Remove dirt from concrete slab and clean. Apply new screed to slab.
39. Retain and conserve timber posts and beams. Remove rotten timber bases and splice in new timber over new stirrups and footings as detailed.
40. Retain and conserve timber and earth plinths.
41. Retain existing timber doors, lintels and frames. Retain chalk markings on internal face of doors.

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

As needed:

- Keep grass and other vegetation on the perimeter of structures trimmed short.
- Maintain ground levels around buildings to ensure that floor levels remain above ground levels.
- Promptly remove graffiti.

Annually:

- Sweep chimneys and clean fireplaces (if in use).
- Inspect buildings for termites and other potentially damaging pests; treat as necessary.
- Inspect exterior painted timber for deterioration; repaint as necessary.
- Clean gutters and downpipes for free flow, prior to winter.
- Inspect for rising damp or water penetration and repair immediately as necessary.

Five Yearly:

- Inspect metal roofing, fixings, wall flashings, box gutters and downpipes for corrosion and repair as necessary
- Inspect and repair external glazing as necessary.

Annexure C

Drawings AH01-AH03, AH06 and AH07

THE PRIMARY AIM OF THIS PROJECT IS TO CONSERVE AND PROTECT SIGNIFICANT HERITAGE FABRIC BY CARRYING OUT CONSERVATION AND REMEDIAL WORKS TO THE EXISTING HERITAGE LISTED HOMESTEAD AND STORE/CELLAR. A CAUTIOUS APPROACH TO ALL WORKS IS ESSENTIAL.

- THESE REQUIREMENTS FOR MATERIALS AND WORKMANSHIP REFLECT OF HISTORIC AND CONSERVATION WORK HAS LED TO THE DEVELOPMENT OF SPECIALIZED PRACTICES AND MAY BE DIFFERENT FROM CONTEMPORARY TRADE PRACTICES AND MAY INVOLVE THE USE OF SPECIALIZED TOOLS, EQUIPMENT, TECHNOLOGIES, TECHNIQUES, HANDLING AND TRANSPORTATION, SPECIAL HANDLING AND STORAGE, SPECIALIZED MATERIALS, SPECIAL DIFFERENCES IN MATERIALS AND METHODS MAY BE APPARENT IN THE CONSTRUCTION OF HISTORIC WORK OF ARTS AND ARCHITECTURE.
- IT SHOULD BE CLEAR THAT ANY UNCERTAINTY OF CONFIDENCE INFORMATION PROVIDED IN AN INSTRUCTION, DRAWING OR SPECIFICATION FOR THE CONSTRUCTION OF A HISTORIC WORK OF ARTS OR ARCHITECTURE FOR THE FUTURE SHOULD BE RESOLVED BY THE ARCHITECT IMMEDIATELY FOR FURTHER INSTRUCTIONS BEFORE PROCEEDING WITH THE WORK.
- ALL HISTORIC ARCHITECTURAL DRAWINGS MUST BE READ IN CONNECTION WITH THE ARCHITECTURAL, STRUCTURAL AND CONSTRUCTION DOCUMENTS AND THE CONSTRUCTION OF TECHNICAL, SCALE AND DETAILS WORKSHOPS IDEALLY.
- TO DOIT SCALE DRAWINGS, DIMENSIONS MAY VARY DUE TO THE CONSTRUCTION OF THE EXISTING BUILDING, CONTACT TO VERIFY ALL DIMENSIONS ON THE DRAWING. THE CONSTRUCTION OF MORE, DEPEND ON THE CONSTRUCTION OF THE EXISTING BUILDING.

CONTRACTOR TO ENSURE THE EXISTING HERITAGE BUILDINGS AND RETAINED HERITAGE FACING ARE ADEQUATELY PROTECTED FROM

1. REFER TO STRUCTURAL AND SOIL DAMAGE FOR TEMPORARY PROTECTION OF EXISTING STRUCTURE FROM FURTHER DAMAGE AND PROTECT THE EXISTING STRUCTURE FROM FURTHER DAMAGE.
2. PRIOR TO COMMENCEMENT OF PAINT REPAIRS, CONTRACTOR TO ENSURE ALL LATERALS VENTS AND DOWNDRAWS ON THE FACADES OF PROTECTED AND COVERED EXTERNALLY TO PREVENT WINDS OF WATER, DUST AND DEBRIS INTO THE INTERNAL SPACES.
3. REPAIRS/PAINTS DURING WORKS ARE ASSIGNED FOR SALVAGE AND ARE NOT TO BE USED FOR FURTHER WORK. ALL DEBRIS TO BE CLEANED AND REMOVED FROM THE SITE OF WORK. DISBURSED TO THE APPROPRIATE LOCATION. ALL BURNED ITEMS MUST BE IDENTIFIED INCLUDING THE ORIGINAL LOCATION.
4. CONTRACTOR TO CAREFULLY REMOVE ALL TEMPORARY PROTECTION UPON COMPLETION OF THE WORK.
5. CONTRACTOR IS RESPONSIBLE FOR MAKING GOOD ALL ANY DAMAGE TO EXISTING STRUCTURE AND TO PROVIDE ALL NECESSARY ELEMENTS DURING THE WORKS OF CONTRACTOR OF THE WORKS.

CONCRETE WORKS
DEMOLITION WORKS
NEW WORKS
SALVAGED MATERIAL

DOOR
- DOOR TYPE
- DOOR NUMBER
- WINDOW TYPE
- WINDOW NUMBER

21 81
17 14

REV	ISSUE	COMMENTS	APPROVED
B	07/06/2017	ISSUE FOR RDO	WNS
A	24/06/2017	PRELIMINARY ISSUE	WNS

peter hunt architect

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HERITAGE ARCHITECT
HOCKING
HERITAGE STUDIO
A 158 Oxford Road, Shadon Park Western Australia 6203

1451

STORE / CELLAR - FLOOR PLANS
CONSERVATION WORKS

SCALE DRAWING NUMBER	1 : 100		PROJECT NO. HHS 2017-2020
	DRAWN	CHECKED	
HHS		WIS	REV
CADD FILE			201704_Construction Plans.dwg
			AH 06 B

6. CONSULTING/PLANNING AND ARCHITECTURE, P.C., LTD. A/E/C 78 800 388+24
DO NOT SCALE FROM DIMENSIONS. VERIFY ALL DIMENSIONS ON SITE BEFORE
CONSTRUCTING WORK. ALL ARCHITECTURAL DIMENSIONS ARE TO BE READ IN



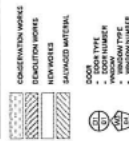
GENERAL NOTES

1. THE PRIMARY AIMS OF THIS PROJECT ARE TO CONSERVE AND PROTECT THE EXISTING HERITAGE BUILDING AND ITS SIGNIFICANT FEATURES AND HUMAN WORKS TO THE EXISTING HERITAGE LISTED BUILDING.
2. IT IS ANTICIPATED THAT THE REQUIREMENTS FOR MATERIALS AND WORKMANSHIP WILL BE HIGH AND THAT THE BUILDING WILL BE MAINTAINED IN A STATE OF GOOD REPAIR AND THAT THE BUILDING WILL BE MAINTAINED IN A STATE OF GOOD REPAIR AND THAT THE BUILDING WILL BE MAINTAINED IN A STATE OF GOOD REPAIR.
3. SHOULD THERE BE ANY AMBIGUITY ON CONSTRUCTING INFORMATION PROVIDED IN AN INSTRUCTION, DRAWING OR SPECIFICATION FOR THE WORK, THE CONTRACTOR SHALL CONSULT WITH THE ARCHITECT IMMEDIATELY FOR CLARIFICATION AND THE ARCHITECT'S INSTRUCTIONS SHALL PREVAIL.
4. ALL HERITAGE ARCHITECTURAL DRAWINGS MUST BE READ IN CONJUNCTION WITH THE ARCHITECTURAL, STRUCTURAL AND MECHANICAL DRAWINGS AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGING AND DETAILING WHERE APPLICABLE.
5. DON'T SCALE FROM DRAWINGS. DIMENSIONS MAY VARY DUE TO THE SCALE OF THE DRAWING. ALL DIMENSIONS SHALL BE GIVEN IN METERS AND MILLIMETERS ON THE FACE OF THE WORK.

TEMPORARY PROTECTION TO HERITAGE FABRIC

6. CONTRACTOR TO ENSURE THE EXISTING HERITAGE BUILDING AND ITS SIGNIFICANT FEATURES AND HUMAN WORKS ARE PROTECTED FROM ACCIDENTAL DAMAGE AND ABUSE OF ACCESS DURING THE WORK.
7. REFER TO STRUCTURAL AND CIVIL DRAWINGS FOR TEMPORARY PROTECTION TO THE EXISTING HERITAGE BUILDING AND ITS SIGNIFICANT FEATURES AND HUMAN WORKS TO THE EXISTING HERITAGE LISTED BUILDING.
8. PROTECT THE EXISTING STRUCTURE FROM FURTHER DAMAGE AND PROTECT THE EXISTING STRUCTURE FROM FURTHER DAMAGE AND PROTECT THE EXISTING STRUCTURE FROM FURTHER DAMAGE.
9. PROTECT THE EXISTING STRUCTURE FROM FURTHER DAMAGE AND PROTECT THE EXISTING STRUCTURE FROM FURTHER DAMAGE AND PROTECT THE EXISTING STRUCTURE FROM FURTHER DAMAGE.
10. CONTRACTOR TO ENSURE ALL TEMPORARY PROTECTION IS REMOVED UPON COMPLETION OF THE WORK.
11. CONTRACTOR IS RESPONSIBLE FOR MAKING GOOD TO ALL DAMAGE TO THE EXISTING HERITAGE BUILDING AND ITS SIGNIFICANT FEATURES AND HUMAN WORKS TO THE EXISTING HERITAGE LISTED BUILDING.

LEGEND



REV	DATE	DESCRIPTION	APPROVED
1	10/10/2023	PRELIMINARY ISSUE	N/A
2	10/10/2023	FOR INFORMATION ONLY	N/A

LOCAL ARCHITECT

peter hunt architect

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