

COPY

CITY OF PERTH

and

HERITAGE COUNCIL OF WESTERN AUSTRALIA

and

[REDACTED]
[REDACTED]

HERITAGE AGREEMENT

**E. B. JOHNSTON HOUSE
259 ADELAIDE TERRACE
PERTH**

TABLE OF CONTENTS

	Page No.
Part 1	Definitions and Interpretation
1.1	3
1.2	5
Part 2	Commencement, Duration and Scope of this Agreement
2.1	6
2.2	6
Part 3	Development and Conservation
3.1	6
3.2	7
3.3	7
3.4	7
3.5	7
3.6	8
3.7	8
3.8	9
3.9	9
Part 4	City's Rights of Entry and Powers of Inspection
4.1	9
Part 5	Default
5.1	10
5.2	10
5.3	10
5.4	11
Part 6	Notices
6.1	11
6.2	11
Part 7	General
7.1	12
7.2	12
7.3	12
7.4	12
7.5	12
The Schedule	14

HERITAGE AGREEMENT

E. B. JOHNSTON HOUSE 259 ADELAIDE TERRACE, PERTH

THIS AGREEMENT is made on the 11th day of November 2008
between the following parties:

1. **CITY OF PERTH** of Council House, 27 St. George's Terrace, Perth, Western Australia 6000 (the "City");
2. **HERITAGE COUNCIL OF WESTERN AUSTRALIA** a corporate body established pursuant to the Heritage of Western Australia Act 1990, of 108 Adelaide Terrace, East Perth, Western Australia 6004 (the "Council"); and
3. [REDACTED] (the "Owner").

RECITALS:

- A. The City's functions include the control and management of planning and development within Perth. The City seeks to preserve and protect the unique character of Perth while balancing the need for growth and development.
- B. The Owner is the registered proprietor of the Land.
- C. The Council aims to identify, conserve and, where appropriate, enhance those places which are of significance to the cultural heritage of Western Australia; to facilitate development that is in harmony with cultural heritage values; and to promote public awareness and knowledge of Western Australia's cultural heritage.
- D. The Place has been identified by the Council as being of cultural significance and is entered in the Register of Heritage Places on a permanent basis pursuant to the Act. The Place has been entered in the City's register of places of cultural heritage significance pursuant to the Planning Scheme.
- E. The City and the Owner, with the support of the Council, wish to enter into this Agreement to provide for the conservation of the Place so as to retain its cultural significance for present and future generations and to facilitate the grant of planning concessions by the City to the Lessee.

AGREEMENT:

The parties agree with each other as follows.

Part 1

Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the contrary intention appears:

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

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

"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 in consultation with the Owner;

"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:

- (a) in the case of "Urgent Works" as described in the Conservation Works, the date within twelve months after the Effective Date of this Agreement;
- (b) in the case of "Short-term Works" as described in the Conservation Works, as soon as practicable after the Effective Date of this Agreement but not later than 2 years after the Effective Date of this Agreement; and
- (c) in the case of "Medium-term Works" as described in the Conservation Works, the date within 5 years after the Effective Date of this Agreement;

"Construction Period" means:

- (a) the period commencing on the Effective Date and expiring on the relevant Construction Completion Date; or
- (b) any longer period agreed between the City (after consultation with the Council) and the Owner of the Place in writing;

"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 in accordance with 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;
- (b) natural material such as the landform, vegetation, streams, soil and rock;
- (c) building interiors, subsurface remains and excavated material; and
- (d) components, fixtures, contents and objects that are temporarily removed for purposes such as repair, safekeeping or exhibition;

"Land" means the land described in Item 4 of the Schedule;

"Lease" means:

- (a) registered lease number D865950;
- (b) registered transfer number G158851;
- (c) registered transfer number K110795;
- (d) a lease dated 28 September 2001 between [REDACTED] as lessor and [REDACTED] as lessee; and
- (e) a deed of renewal and variation of lease [REDACTED] / [REDACTED] and [REDACTED].

"Lessee" means:

- (a) [REDACTED]
[REDACTED]
[REDACTED]; and
- (b) [REDACTED]
[REDACTED];

"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]
[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;

"Planning Approval" means the approval described in Item 8 of the Schedule;

"Planning Scheme" means the City of Perth City Planning Scheme No. 2;

"Register" means the Register of Heritage Places and has the same meaning as in the Act;

"Significant Fabric" means those parts of the fabric 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 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 rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of 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); and
- (f) a reference to any thing is a reference to the whole and each part of it and
- (g) words and expressions having defined meanings in the Act, unless otherwise defined in this clause, 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 conditional upon the Minister for Heritage
 - (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 Minister.

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, the City and the Council.
- (b) All of the obligations of the Owner under this Agreement 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 City and Council, which consent shall not be unreasonably withheld or delayed.
- (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 or entity, the Outgoing Owner is released from all 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) will 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 or entity.

Part 3

Development and Conservation

3.1 Conservation Plan

- (a) The Owner must ensure that a Conservation Plan is prepared by a consultant approved in advance by the Council (such approval not to be unreasonably withheld or delayed), and finalised in accordance with clause 3.1(c), not later than 6 months after the Effective Date.

- (b) The Owner shall submit a draft Conservation Plan to the Council for approval.
- (c) The Council may approve the draft Conservation Plan with or without amendments and any reasonable amendments required by the Council shall be incorporated by the Owner into the final Conservation Plan.
- (d) Upon finalisation of the Conservation Plan in accordance with clause 3.1(c), the Owner shall provide a copy of the Conservation Plan to the Council, and the Council shall advise the Owner and the City which parts of the Conservation Plan are to be attached to this Agreement as Annexures. Both parties agree to update this Agreement by attaching the relevant Annexures as advised by the Council.
- (e) 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 Construction Completion Date.

3.3 Development

The Owner shall not:

- (a) carry out any Development; or
- (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) subdivide or make application to subdivide the Land;

except as permitted by clause 3.2 or as otherwise approved in advance in writing by the City in consultation with the Council (such approval not to be unreasonably withheld or delayed).

3.4 Development Proposals Referred to Council

The City and the Owner expressly acknowledge that, in accordance with sections 11 and 78 of the Act, Development proposals must be referred from the City to the Council for advice.

3.5 Maintenance

- (a) The Owner shall ensure that the Significant Fabric, as restored, and adapted with the approval (such approval not to be unreasonably withheld or delayed) of the City, is kept in a proper, safe and sound standard of repair and condition in all respects, in accordance with the Conservation Policy.
- (b) Without limitation to clause 3.5(a), the Owner shall undertake the Maintenance.

3.6 Conservation Consultant

The Owner must appoint a consultant listed in the Council's 'Directory of Heritage Consultants' and approved (such approval not to be unreasonably withheld or delayed) in advance in writing by the City to supervise the Conservation Works and any Development of the Place or other action which requires the approval of the City under clause 3.3.

3.7 Reporting

(a) Reports to be Prepared by Consultant

All reports required in this clause 3.7 shall be in writing and prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.6, or such other person with the necessary skills and experience that is approved (such approval not to be unreasonably withheld or delayed) in writing by the City after consultation with the Council.

(b) Reports to be Acceptable to City

(i) The City, in consultation with the Council, shall consider all reports provided to it under this clause 3.7 and provide written notice to the Owner within 30 business days of receipt of the report, indicating whether the report is acceptable or whether the report requires further information, detail, explanation or such other clarification as is reasonably required by the City.

(ii) In the event that the City requires further information, detail, explanation or other clarification, the Owner shall ensure that a revised report is provided within 60 business days of receipt of written notice from the City, or within such other reasonable period nominated in writing by the City but not less than 60 business days.

(c) Annual Reports

The Owner must ensure that a proper, detailed and comprehensive written report is provided to the City on a date which is 12 months after the Effective Date, and thereafter on every anniversary of the Effective Date during the currency of this Agreement. The report must set out the following information:

- (i) the Maintenance and other activities which the Owner has undertaken pursuant to clause 3.5 since the Effective Date, or the date of the previous report, as the case may be;
- (ii) the Conservation Works which the Owner has undertaken since the Effective Date or the date of the previous report, as the case may be;
- (iii) the Development and other activities which the Owner has undertaken, if any, pursuant to clause 3.3 since the Effective Date, or the date of the previous report, as the case may be; and
- (iv) the condition and state of the Significant Fabric at the time of writing the report.

(d) Reports on Conservation Works

The Owner must ensure that a proper, detailed and comprehensive

written report which sets out the Conservation Works that have been undertaken since the date of any report provided pursuant to clause 3.7(c) is provided on the following dates:

- (i) not later than 60 business days after the "Urgent Works" work items as described in the Conservation Works are completed; and
- (ii) not later than 60 business days after the "Short-term Works" as described in the Conservation Works are completed; and
- (iii) not later than 60 business days after the "Medium-term Works" as described in the Conservation Works are completed.

3.8 Insurance

The Owner will maintain an insurance policy with a reputable insurance company, sufficient to enable full and proper replacement, reinstatement or restoration of the Significant Fabric in the case of damage or destruction and if requested by the City (but not more than once annually) provide a copy of the Certificate of Currency to the City. In the event of damage or destruction the Owner shall, use any moneys recovered from any insurance policies under this clause 3.8, to fully and properly replace, reinstate or restore the destroyed or damaged fabric.

3.9 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 the Act and all relevant statutory and other requirements in connection with the Development of the Land, and the Owner is responsible for obtaining all approvals, consents and licences required for Development of the Land, including planning approvals and building licences, from all relevant bodies and authorities including the Local Authority.

Part 4

City's Rights of Entry and Powers of Inspection

4.1 City's rights of entry and powers of inspection

- (a) Subject to clause 4.1(b) and 4.1(d), the City 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 City will comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the City under clause 4.1(a).
- (c) The Owner must do all things necessary to enable the City 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.

- (d) The City acknowledges and agrees that the Owner leases the Place and all entry requirements of the City are subject to the existing rights of the Lessee under the Lease.

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 City to effect compliance; or
- (b) the Owner repudiates or commits a fundamental breach of this Agreement.

5.2 Rights and Remedies of City and Council

Subject to clause 4.1(d), in the event any Event of Default occurs, the City and Council acting together 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 City's and 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 City or Council at law or in equity together with or separately from;
- (c) the rights, powers and remedies available to the City or Council under the Act as the party which has entered this Agreement on behalf of the Crown;

and nothing in this Agreement limits or prejudices or shall hinder the exercise by the City, the Council or the Minister or any other person of any of the rights, powers or remedies available to the City, 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 City, 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 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 any party becomes liable to pay any amount of money pursuant to this Agreement or arising from any matter the subject of this Agreement, that party shall pay the party owed the money 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, 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 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 on its behalf by any attorney, director or secretary, or solicitor of such party;
- (c) is sufficient, in the case of the Owner's obligations under clause 3.7, if executed by the relevant consultant appointed pursuant to clause 3.6;
- (d) will 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 registered office of the Owner and in the care of the other party's address, or sent by facsimile or sent by email to the address of that person 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) will be deemed to be served, given or made:
 - (i) in the case of prepaid post on the second day after the date of posting;
 - (ii) in the case of facsimile on receipt of a transmission report confirming successful transmission;
 - (iii) in the case of email on receipt of a delivery confirmation confirming successful delivery; and
 - (iv) in the case of delivery by hand on delivery.

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

- (a) **the City:**
City of Perth
Council House
27 St. George's Terrace

Perth WA 6000

Attention: Chief Executive Officer

Phone: (08) 9461 3333

Fax: (08) 9461 3083

(b) **the Council:**

Heritage Council of Western Australia

PO Box 6201

East Perth WA 6892

Attention: Manager, Conservation & Assessment

Phone: (08) 9221 4177

Fax: (08) 9221 4151

(c) **the Owner:**

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] (08) [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

Part 7

General

7.1 Variation to be in Writing

- (a) The City and the Owner may, with the approval of the Minister, vary this Agreement.
- (b) Any variation of this Agreement shall be in writing and executed by the City and the Owner with the approval of 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 City

The City and Council acting together, at their discretion and by written notice to the Owner, extends any time period for performance by the Owner of any of its obligations under this Agreement.

7.5 Costs

- (a) Having regard to clause 5.2, the Owner shall pay or reimburse the City or the Council, respectively, on demand for all the City's or the Council's reasonable costs and expenses in relation to:
 - (i) the exercise or enforcement by the City or 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 arising from or in connection with this Agreement causing Damage to the City or the Council;
including (without limitation) the City's or the Council's reasonable legal costs and expenses.
- (b) The Owner shall pay all reasonable legal costs and expenses in relation to the preparation, execution and stamping of this Agreement.

THE SCHEDULE

Item 1:

Place

E. B. Johnston House which is situated at 259 Adelaide terrace, 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 described in Annexure A.

Item 3:

Conservation Policy

The Conservation Policy is described in Annexure B.

Item 4:

Land

Portion of Lot S5 on Deposited Plan 41439 and being part of the land contained in Certificate of Title Volume 2643 Folio 964 as is defined in Heritage Council of Western Australia Survey Drawing No. 3494 prepared by Steffanoni Ewing & Cruickshank Pty Ltd.

Item 5:

Conservation Plan

To be completed within 6 months of the Effective Date as provided in Clause 3.1 of this Agreement, and attached as Annexure F.

Item 6:

Conservation Works

The schedule of works described in Annexure C.

Item 7:

Maintenance

The schedule of maintenance activities described in Annexure D.

Item 8:

Planning Approval

The approval described in Annexure E.

EXECUTED AS A DEED

THE COMMON SEAL of the CITY OF PERTH is affixed in the presence of:

[Signature]

Signature of authorised person

[Signature]

Signature of authorised person

LORD MAYOR

Office held

CHIEF EXECUTIVE OFFICER

Office held

Ms Lisa Scaffidi

Name of authorised person

FRANK EDWARDS

Name of authorised person



THE COMMON SEAL of HERITAGE COUNCIL OF WESTERN AUSTRALIA is affixed in the presence of:

[Signature]

Signature of authorised person

[Signature]

Signature of authorised person

CHAIR

Office held

ACTING DIRECTOR

Office held

MARION FULKER

Name of authorised person

STEPHEN CARRICK

Name of authorised person

Executed by

[REDACTED]

[REDACTED]

in accordance with section 127 of the
Corporations Act 2001 in the presence of:

sign here ▶

[REDACTED]

print name

[REDACTED]

sign here ▶

Director

print name

[REDACTED]

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

I, the Hon. G M (John) Castrilli MUA.;
hereby certify that this Agreement is necessary for the purposes of, and complies
with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 11th day of November 2008.



Minister for Local Government; Heritage;
Citizenship and Multicultural Interests.

Annexure A
Significant Fabric

The Significant Fabric of the place is specified in Section 3.0 of the August 2008 Draft Conservation Plan at pp 47-51.

Annexure B
Conservation Policy

The Conservation Policy for the place is specified in Section 4.0 of the August 2008 Draft Conservation Plan at pp 52-64.

Annexure C

Conservation Works

The Conservation Works listed below are derived from Section 5.0 of the August 2008 Draft Conservation Plan at pp 64-66.

Urgent Works (to be completed with 12 months)

1. Install new, or service any existing, fire-fighting and fire-detection systems (see Policy 63).
2. Adopt an Annual Maintenance Program (see Policies 15 and 16).
3. Remove intrusive garden walls to north elevation and raised seating plinth at front as well as current landscaping and paving. Construct new boundary wall and garden to landscape plan prepared by Blackwell and Associates (2008) (see Policies 19 & 20 & Landscaping policies).
4. Remove garden bed and lower ground to west elevation, lower any in-ground services accordingly, and excavate basement light well. Install sub soil drain to east and west elevations and connect to stormwater system (see Policy 56).
5. Dress conduits on west elevation into a "dummy down pipe" to minimise visual intrusion (see Policy 72).
6. Thoroughly clean all rainwater goods and replace damaged components, including flashings (see Policy 32).
7. Carry out structural repairs to north porch, including 1st floor handrail (see Policy 33).
8. Replace waterproof membrane to 1st floor north balcony (see Policy 33).
9. Remove reproduction metal lacework from rear verandah columns (see Policy 34).
10. Repair, prepare and paint all external joinery and metalwork. Ensure all windows are operable (see Policy 35).
11. Repair, prepare and paint all external masonry. Ensure that excess build up of paint is removed prior to re-painting (see Policies 27, 28 & 29).
12. Remove steel external door hardware and replace with new brass hardware (see Policy 35).
13. Install carpets to all internal areas likely to have high traffic flow as an interim measure until final usage determines when and where polished timber borders and carpet squares are desirable) (see Policy 44).
14. Ensure windows are fully operable, remove spring balance devices and replace sash cords and weights. Replace non-original hardware with reproduction brass. Make any necessary joinery repairs (see Policy 45).
15. Refix loose joinery elements to staircase. Lightly sand and treat with clear satin tung oil based finish. Install a new carpet stair runner with brass rods and brackets (see Policy 42).

Short-term Works (to be completed within 2 years)

1. Remove dummy plaster from basement and ground floor walls, poultice and replaster (see Policy 40).
2. Prepare and paint all internal walls and ceilings (see Policy 40).
3. Prepare and paint/clear finish all internal joinery (see Policies 41, 45 & 47).
4. Replace all satin chrome/steel hardware with brass to match original (see Policy 46).
5. Remove infill to fireplaces and reinstate (see Policy 43).
6. Remove intrusive light switches, GPOs and lights fittings and replace with more discrete appropriate alternatives (see Policy 49).

Medium-Term works (to be completed within 5 years)

1. Implement a regular exterior repainting programme, preferably on a 5-7 year cycle.
2. Implement a regular interior repainting programme, preferably on a 5-10 year cycle.
3. Replace side metal fence with an appropriate fencing.
4. Remove air conditioning units on eastern elevation and replace in a discreet location.

Annexure D

Maintenance Schedule

The Annual Maintenance Program is detailed in Section 5.0 of the August 2008 Draft Conservation Plan at pp 66-67.

Annexure E
Planning Approval

To be added

Annexure F
Conservation Plan

To be added



