

1992

THE HERITAGE COUNCIL OF WESTERN AUSTRALIA

AND

AUSTRALIAN POSTAL CORPORATION

HERITAGE AGREEMENT
PERTH G. P. O.

CONVEYANCER
CROWN LAW DEPARTMENT
PERTH
TELEPHONE NO: 264 1711

EXEMPT from W.A. Stamp Duty 5119

J. Maher.
for Commissioner of State Taxation

WESTERN AUSTRALIA STAMP DUTY
26/01/93 23199740 NDP \$*****0.00
EXEMPT (SECTION 119 OF THE STAMP ACT)

THIS HERITAGE AGREEMENT is made as a Deed on the 18th day of
December 1992

B E T W E E N :

THE HERITAGE COUNCIL OF WESTERN AUSTRALIA a body corporate
pursuant to the Heritage of Western Australia Act 1990 of
292 Hay Street, East Perth, Western Australia ("the
Council").

AND

AUSTRALIAN POSTAL CORPORATION a body corporate pursuant to
the Australian Postal Corporation Act 1989 (Commonwealth) of
Forrest Place, Perth, Western Australia ("the Owner")

RECITALS

- A. The Owner is the registered proprietor of the Place.
- B. The buildings situated on the Place are known as Perth G.P.O. and are presently used as such.
- C. The Place has been entered in the Register of Heritage Places maintained pursuant to the Act on a permanent basis.
- D. The Owner has made an application to the Perth City Council for approval to refurbish and change the use of the Place which approval has been granted subject to conditions including the condition that the Owner enter into a Heritage Agreement with the Council in respect of the Place.

OPERATIVE PART

1. Interpretation

1.1 Definitions

In this Heritage Agreement unless the context otherwise requires:

"Act" means the Heritage of Western Australia Act 1990 and includes all statutes varying, consolidating or replacing it and all regulations, proclamations, orders and by-laws issued under it;

"Approved Plans" means the plans dated 25 March 1992 and approved by Perth City Council for the refurbishment and change of use of the Place as amended or replaced from time to time with the agreement of both parties;

"Conservation Management Plan" means the conservation management plan for the management of the architectural, social, historical and townscape significance of the Place prepared on the Owner's account by Andrew C Ward Associates, dated November 1991 as amended or replaced from time to time with the agreement of both parties;

"Council" means the Heritage Council of Western Australia and, where it ceases to exist and is reconstituted, or renamed, or replaced or its powers or functions are transferred to any other association, body, or authority a reference to it means the association, body or authority (as the case may be)

established or constituted in its place or assuming its powers or functions;

"Heritage Agreement" means this deed as supplemented, varied or amended from time to time;

"Minister" means the Minister responsible for the administration of the Act;

"Owner" means Australian Postal Corporation while it is the registered proprietor of the Place and thereafter means any subsequent registered proprietor of the Place;

"Place" means portion of each of Perth Town Lots V13, V14, V15 and V16, being part of the land on Plan 4845 and comprising all the land subject of Certificate of Title Volume 1832 Folio 432 and includes all works and buildings thereon or therein; and

"Postal Hall and Vestibule" means that part of the ground floor of the buildings included in the Place which is delineated and marked in green in the plan annexed to this Heritage Agreement as Annexure A;

1.2 Interpretation

In this Heritage Agreement, unless the context otherwise requires:

Headings are for convenience only and do not affect the interpretation of this Heritage Agreement;

Words importing the singular include the plural and vice versa;

Words importing a gender include every gender;

Every covenant or agreement expressed or implied in which more persons than one covenant or agree shall bind such persons and every two or more of them jointly and each of them severally.

2. Application of Act

This Heritage Agreement is made by the Council on behalf of the Crown pursuant to Section 29(1) of the Act and is governed by and shall be construed in accordance with the Act.

3. Term

This Heritage Agreement comes into effect on its execution and will remain in effect until terminated by agreement of both the parties.

4. Owner's Covenants

The Owner's covenants contained in clauses 5 to 12 are covenants made pursuant to Section 29(10) of the Act and to the intent that they run with the Place and will pass to and bind the Owner's successors in title to the Place, all of whom will be deemed to have notice of this Heritage Agreement.

5. Use

Except with the prior written approval of the Council which shall not be unreasonably withheld the Owner shall:

- (a) use the Place or permit it to be used only for purposes classified as permitted uses in the zone within which the Place is situated under

the City of Perth City Planning Scheme as at the time this Heritage Agreement is executed; and

- (b) ensure the Postal Hall and Vestibule remain accessible to the public during normal trading hours provided that this paragraph will not be construed to prevent the Owner from utilising portions of the Postal Hall and Vestibule for promotional and marketing purposes which are consistent with the cultural heritage significance of the Place.

The Council, in giving any approval for changes to the above uses, shall take into account the cultural heritage significance of the Place and of the Postal Hall and Vestibule and the changing technological and commercial circumstances governing the operation of postal services in Australia.

6. Signs

Except with the prior written approval of the Council which shall not be unreasonably withheld the Owner shall not fix or place or permit to be fixed or placed signs, notices or advertisements whether to the outside of or outside or inside the works and buildings included in the Place unless such signs, notices or advertisements comply precisely with the design criteria set out in the signage schedule annexed to this Heritage Agreement as Annexure B as

amended or replaced from time to time with the agreement of both parties.

7. Restoration

The Owner shall restore and refurbish the Place in accordance with the Approved Plans.

8. Alteration

The Owner shall not do any act or thing to alter or change in any way the works or buildings included in the Place without the prior written approval of the Council, which shall not be unreasonably withheld where those acts or things done :

- (a) are done for the purposes of conservation, restoration or refurbishment and are consistent with the terms, conditions and requirements of the Conservation Management Plan; or
- (b) are done to accommodate changing technological or commercial circumstances governing the operation of postal services in Australia and are not inconsistent with the cultural heritage significance of the Place.

9. Maintenance

The Owner shall keep the works and buildings included in the Place in a state of repair consistent with the requirements of the Conservation Management Plan and carry out all maintenance and repairs necessary for such purposes in a proper and workmanlike manner

consistent with the terms, conditions and requirements of the Conservation Management Plan.

10. Conservation Management Plan

If the parties agree to amend or replace the Conservation Management Plan the Owner shall do so accordingly but the Owner shall not otherwise amend or replace the Conservation Management Plan without the prior written approval of the Council, which shall not be unreasonably withheld.

11. Inspection

The Owner shall permit the Council and persons authorised by it at any time upon reasonable notice to enter upon the Place and to inspect the Place and its condition in order to establish:

- (a) whether or not the terms and conditions of this Heritage Agreement have been and are being complied with by the Owner; or
- (b) whether or not an amendment of the Conservation Management Plan proposed by the Owner should be permitted.

12. Default

12.1 The Council may by notice in writing require the Owner to remedy any default in the performance or observation of any of the Owner's obligations under this Deed within the reasonable time specified in such notice.

- 12.2 If the Owner fails to comply with the requirements contained in a notice served pursuant to Clause 12.1 the Owner shall be deemed to dispute its liability to comply with the requirements. The Council shall refer the matter in dispute to the President of the Western Australian Branch of the Royal Australian Institute of Architects who shall nominate a member of the Institute who is not a member of the Council but who has appropriate qualifications and experience in heritage related matters, for determination by the nominee as an expert and not as an arbitrator.
- 12.3 The Council shall give the Owner notice in writing of the nomination of the expert. Within 14 days of receipt of that notice the Owner may make written submissions to the expert regarding the matters in dispute. Within 14 days of the Owner making any submissions the Council may respond to them in writing. The expert shall consider any submissions made by the Owner and any response by the Council.
- 12.4 The expert's determination shall address all issues considered relevant to the dispute including the time within which any action required by either of the parties must be taken

and the liability of the parties or either of them for the costs of the determination. The expert's determination will be final and binding upon the parties.

12.5 If the Owner fails to comply with any determination made pursuant to Clause 12.4 within the time (if any) specified in the determination the Council and persons authorised by it may enter upon the Place or any part of it and carry out any works reasonably necessary to remedy the default and the Owner shall pay to the Council on demand the reasonable costs of those works.

12.6 While Australia Postal Corporation is the registered proprietor of the Place the Council may only exercise the rights given to it under Clause 12.5 in accordance with an order of a court of competent jurisdiction.

13. Compliance with Legislation

The execution of this Heritage Agreement does not in any way relieve the Owner from any obligation to comply with any legislation with respect to any development or use of the Place.

14. Charge

The Owner hereby charges the Place in favour of the Council for the purposes of securing the due and punctual observance and performance by the Owner of

the Owner's covenants under clauses 5 to 12 and authorises the Council to lodge an absolute caveat at the Land Titles Office, Perth against the Certificate of Title to the Place pursuant to this clause. The Council shall promptly sign and deliver a withdrawal of any caveat lodged pursuant to this clause to permit a transfer of the Place to a person who has covenanted to charge the Place on identical terms to those contained in this clause and to be bound by and to observe and perform all the duties and obligations assumed by or imposed upon the Owner under this Heritage Agreement.

EXECUTED by the parties as a Deed.

THE COMMON SEAL of the)
HERITAGE COUNCIL OF)
WESTERN AUSTRALIA was)
hereunto affixed in the)
presence of)



[Signature]

Chairperson

[Signature]

Member

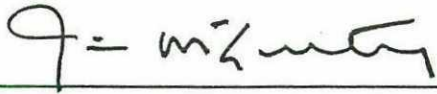
SIGNED for AUSTRALIAN)
POSTAL CORPORATION by its)
attorney LESLIE KEITH)
McMAHON Manager Estates)
Management in the presence)
of:)

[Signature]
MANAGER
ESTATES MANAGEMENT BRANCH

[Signature]

Witness

I, JAMES ANDREW MCGINTY, B.A., B.Juris (Hons), LL.B., J.P.,
M.L.A., Minister for Heritage, certify that I am satisfied
that this Heritage Agreement is necessary for the purposes
of, and complies with the Heritage of Western Australia Act,
1990.

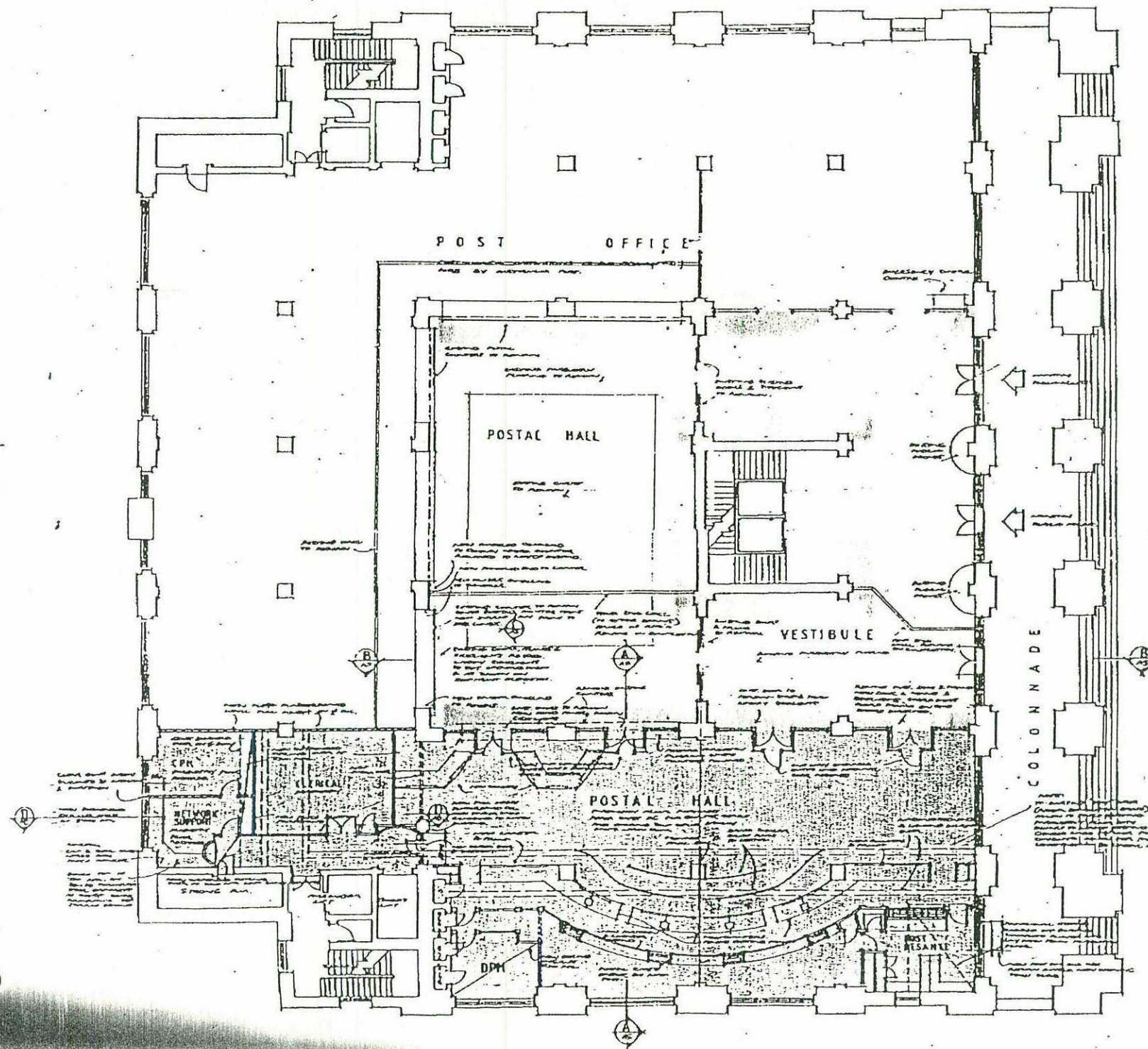


James Andrew McGinty

18.12.92

Date

-12.-
ANNEXURE A



1	2	3	4
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NOTE:

- 1. Confirm the position of the existing structure and its condition.
- 2. Confirm the position of the existing structure and its condition.
- 3. Confirm the position of the existing structure and its condition.
- 4. Confirm the position of the existing structure and its condition.
- 5. Confirm the position of the existing structure and its condition.

OLDHAM BOAS EDWIE-BROWN
ARCHITECTS AND PLANNERS
G B E B

REFURBISHMENT OF
PERTH GPO
FOR AUSTRALIA POST

GROUND FLOOR PLAN

1:200	SEPT 12
PA6	
90781	A1 B

ANNEXURE B

SIGNAGE SCHEDULE

1. EXTERNAL SIGNAGE

- 1.1 Metal lettering generally of same size, colour and type face to match existing 'Post Office' lettering will be located on stone facing above each of the openings from the colonnade to Forrest Place.
- 1.2 A coat of arms descriptive of the new use of the Place will be located at the same height as the two existing coats of arms but equidistant from the north and south ends of the Forrest Place facade.
- 1.3 Three flags will be fitted to the existing flagpoles at parapet levels to the fourth floor of the Forrest Place facade.
- 1.4 Two banners will be hung from the level of the fourth floor to a level above the parapet to the colonnade within the setbacks at each end of the Forrest Place facade.

The banners will be in the order of 1800 mm in width and will be supported between metal rods cantilivered out from the face of the building.

- 1.5 Double sided front lighted or back lighted entrance identification signs or similar signs approved by the parties will be suspended from the colonnade ceiling with metal rods at positions in front of each ground floor glazed doorway. The signs will be of a uniform overall size constructed with a suitably coloured and profiled metal frame in the order of 1.5m length, oval in shape, and of maximum height of 705 mm.

2. INTERNAL SIGNAGE - GROUND FLOOR

- 2.1 Front lighted or back lighted entry signs or similar signs approved by the parties will be located above the entry doors to tenancies. The signs will be within a glazed top light sized approximately 2m x 1.5m.
- 2.2 Oval shaped double sided, front lighted or back lighted signs or similar signs approved by the parties will be located at columns between shopfronts and suspended from metal rods cantilevered from the column face. The signs will have moulded metal frames and will be of uniform size, (approximately 1500 mm x 750 mm) oval shape and frame colour.

3. INTERNAL SIGNAGE - FIRST FLOOR

- 3.1 Front lighted or back lighted entry signs or similar signs approved by the parties will be located above the entry doors to tenancies. The signs will be within a glazed top light sized approximately 2m x 1.5m.
- 3.2 Oval shaped double sided, front lighted or back lighted signs or similar signs approved by the parties will be located on columns between shopfronts and suspended from metal rods cantilevered from the column face. The signs will have a moulded metal frames and will be of uniform size, (approximately 1500 mm x 750 mm) oval shape and frame colour.

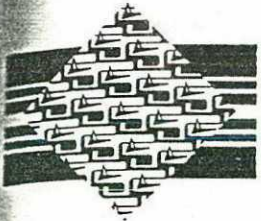
4. GENERAL

Signage will conform to an approved overall concept and variations will be permitted only within the approved theme for signs.

Only materials, finishes and colours consistent with the cultural heritage significance and sympathetic to the overall ambience of the Place will be used.

Signs will be presented within approximately identical outer frames, with variations only in the sign contents.

This schedule is to be construed in accordance with detail given in the concept sketches drawn in August 1992 by Oldham Boas Ednie-Brown for the "Postal Hall Arcade" being the refurbishment of Perth GPO.



STAMP ACT 1921
ASSESSMENT

Date issued: 27/01/93
Due date: 27/04/93
Enquiries quote: 3568/Maher
Telephone enquiries: 323-1436
Your reference:

STATE
TAXATION
DEPARTMENT

WESTERN AUSTRALIA

STAMP DUTIES DIVISION

Amount Payable : \$0.00

CROWN LAW DEPARTMENT - CONVEYANCING

STD COLLECTION BOX 45

IMPORTANT
*A fine equal to 20% of the
duty payable will be imposed
if payment is not received
by the due date.*

PARTIES TO INSTRUMENT(S) : HERITAGE COUNCIL OF W A, AUSTRALIAN POSTAL CORP

Instrument	Dated	Value \$	Duty \$	Late Lodgement		TOTAL \$
				Fine \$	Copies \$	
Amount Payable						\$0.00