

HERITAGE COUNCIL OF WESTERN AUSTRALIA

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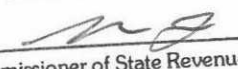
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HERITAGE AGREEMENT

**Swanbourne Hospital Conservation Area,
St Johns Wood Boulevard,
Mt Claremont**

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for Commissioner of State Revenue

HERITAGE AGREEMENT

Swanbourne Hospital Conservation Area, St Johns Wood Boulevard, Mt Claremont

THIS AGREEMENT is made on the 16th day of March 2006 between the following parties:

1. **HERITAGE COUNCIL OF WESTERN AUSTRALIA** a corporate body established pursuant to the *Heritage of Western Australia Act (WA) 1990*, of 108 Adelaide Terrace, East Perth, Western Australia 6004 (the "Council"); and
2.  ,
 Australia  (the "Owner").

WESTERN AUSTRALIA STAMP DUTY
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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; to facilitate development that is in harmony with cultural heritage values; and to 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 is entered in the Register of Heritage Places on a permanent basis pursuant to the Act.
- D. The Council and the Owner wish to enter this Agreement to provide for the conservation of the Place so as to retain its cultural significance for present and future generations.

AGREEMENT:

The Parties agree with each other as follows.

PART 1 DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Agreement, unless the contrary intention appears:

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

"**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 4 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;

"Construction Completion Date" means:

- (a) in the case of "Urgent Works" as described in the Conservation Works, the date within 2 years after the Effective Date of this Agreement; and
- (b) in the case of "Less Urgent Works" as described in the Conservation Works, the date within 2-5 years after the Effective Date of this Agreement;
- (c) in the case of "Long Term Conservation Strategies" as described in the Conservation Works, the date within 5-10 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 Council and the Owner 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 sealed by the Council;

"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, sub-surface 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 3 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 and has the same meaning as in the Act;

“Significant Fabric” means those parts of the Fabric specified in Item 2 of the Schedule;

“Use” means the functions of the Place as well as the activities and practices that may occur at the Place;

and

words and expressions having defined meanings in the Act, unless otherwise defined in this clause, have the meanings so defined in the Act.

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.

PART 2 COMMENCEMENT, DURATION AND SCOPE OF THIS AGREEMENT

2.1 Commencement and Duration of this Agreement

Subject to the provisions of this Agreement, this Agreement commences on the Effective Date and shall be of permanent effect unless terminated with the prior 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 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) 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.

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 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) sub-divide or make application to sub-divide the Land;

except as permitted by clause 3.2 or as otherwise approved in advance in writing by the Council.

3.4 Maintenance

- (a) The Owner shall ensure that the Significant Fabric, as restored and adapted with the approval of the Council, is kept in a proper, safe and sound standard of repair and condition in all respects, in accordance with the Conservation Policy.
- (b) Without limitation to clause 3.4(a), the Owner shall undertake the Maintenance.

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) Reports to be Prepared by Consultant

All reports required in this clause 3.6 shall be in writing and prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.5, or such other person with the necessary skills and experience that is approved in writing by the Council.

(b) Reports to be Acceptable to Council

- (i) The Council shall consider all reports provided to it under this clause 3.6 and provide written notice to the Owner within 21 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 Council.
- (ii) In the event that the Council requires further information, detail, explanation or other clarification, the Owner shall ensure that a revised report is provided within 21 days of receipt of written notice from the Council, or within such other reasonable period nominated in writing by the Council.

(c) Annual Reports

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

- (i) the Maintenance and other activities which the Owner has undertaken pursuant to clause 3.4 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 3.6(c) is provided on the following dates:

- (i) not later than 30 days after the "Urgent Works" Conservation Works are completed;
- (ii) not later than 30 days after the "Less Urgent Works" Conservation Works are completed; and
- (iii) not later than 30 days after the "Long Term Conservation Strategies" Conservation Works are completed.

3.7 Insurance

The Owner will maintain an insurance policy with a reputable insurance company approved in advance in writing by the Council, sufficient to enable full and proper replacement, reinstatement or restoration of the Significant Fabric in the case of damage or destruction and provide a copy of such a policy and a Certificate of Currency to the Council. In the event of damage or destruction the Owner shall, using monies recovered from its insurance policy and its own monies, fully and properly replace, reinstate or restore the destroyed or damaged fabric.

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 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 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 will 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

- (a) An Event of Default occurs if:
 - (i) 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 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

- (ii) 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 together with or separately from;
- (c) the rights, powers and remedies available to the Council under the Act,

and nothing in this Agreement limits or prejudices or shall hinder the exercise by the Council or the Minister or any other person of any of the rights, powers or remedies available to the Council, the Minister or that person under the Act if an Event of Default occurs, or any other event occurs which is a breach of any provision of the Act.

5.3 Land and Place at risk of Owner

- (a) The Land and the Place shall remain at the risk of the Owner in all respects, notwithstanding any provisions in this Agreement dealing with the Development or maintenance of the Land or the Place. Without limitation, all Development and maintenance of the Land or the Place shall be conducted entirely at the risk of the Owner and the Owner shall, subject to clause 5.3(b), indemnify and keep indemnified and save harmless the Council, the Minister, the State of Western Australia and any of their respective servants or agents (each an '**Indemnified Party**') against all Damage incurred or suffered by any of them arising from or in connection with the Development, maintenance or occupation of the Land or the Place by the Owner or any person acting through, on behalf of, or under the 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 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 3.5, if executed by the relevant consultant appointed pursuant to clause 3.4;
- (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 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 **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

(b) the **Owner**:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] _____
[REDACTED] _____

PART 7 GENERAL

7.1 Variation to be in writing

No variation of this Agreement will be effective unless in writing and executed by the Council and the Owner.

7.2 Governing Law

This Agreement is governed by the Laws of the State of Western Australia and the parties submit to the jurisdiction of that State.

7.3 Further assurances

Each party shall do all things and execute all further documents as are necessary to give full effect to this Agreement.

7.4 Extension of time by Council

The Council may, at the Council's discretion and by written notice to the Owner, extend any time period for performance by the Owner of any of its obligations under this Agreement.

7.5 Costs

- (a) The Owner shall pay or reimburse the Council on demand for all the Council's costs and expenses in relation to:
 - (i) the exercise or enforcement by the Council of any right, power or remedy under this Agreement, at law, in equity or otherwise; and
 - (ii) any act or omission by the Owner causing Damage to the Council,including (without limitation) the Council's legal costs and expenses.
- (b) Each party shall pay all its own legal costs and expenses in relation to the preparation, execution and stamping of this Agreement.

THE SCHEDULE

Item 1:

Place

Swanbourne Hospital Conservation Area, which is situated at St Johns Wood Boulevard, Mt Claremont and consists of:

- (a) the Land described in Item 4;
- (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

Lot 12040 on Diagram 75983, being the whole of the land comprised in Certificate of Title Volume 2121 Folio 149.

Item 5:

Conservation Plan

Swanbourne Hospital Conservation Area – Conservation Plan prepared by Heritage and Conservation Professionals for the Department of Housing and Works, September 2005.

Item 6:

Conservation Works

The schedule of works described in Annexure C.

Item 7:

Maintenance

The schedule of maintenance activities described in Annexure D.

EXECUTED AS A DEED



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

G. Gauntlett

Signature of authorised person

I. H. Baxton

Signature of authorised person

CHAIR

Office held

DIRECTOR

Office held

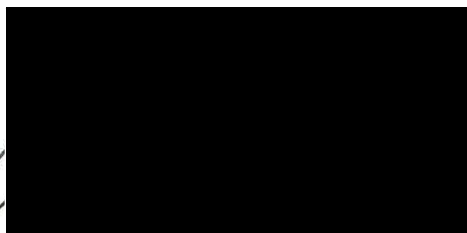
GERALD IAN GAUNTLETT

Name of authorised person

IAN H. BAXTON

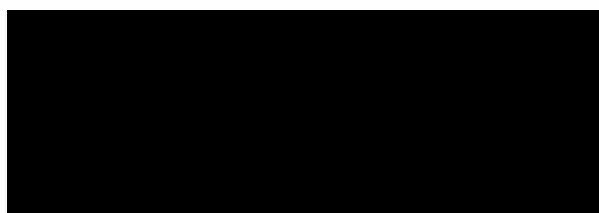
Name of authorised person

THE COMMON SEAL of [REDACTED] [REDACTED] is affixed in the presence of:



DIRECTOR

Office held



DIRECTOR

Office held



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

I, The Hon. Michelle Roberts, MLA, Minister for Housing and Works; Consumer Protection; Heritage; Land Information, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 16th day of March 2006.



Minister for Housing and Works; Consumer Protection;
Heritage; Land Information

Annexure A

Significant Fabric

Taken from *Significance - Parts 1.4, 2.4, 3.3, 4.4, 5.4, 6.4 and 7.4* in Conservation Plan and the Heritage Council of Western Australia's *Register Entry and Assessment Documentation* for Data Base no. 3228.

Annexure B

Conservation Policy

Taken from *General Conservation Policies – Part 1.5* and *Physical Conservation Policies – Parts 1.6, 2.5, 3.4, 4.5, 5.5, 6.5 and 7.5* in Conservation Plan.

Annexure C

Conservation Works

Taken from *Schedule of Conservation Works - Parts 2.6, 3.5, 4.6, 5.6, 6.6 and 7.6* in Conservation Plan.

2.6 SCHEDULE OF CONSERVATION WORKS

The conservation and maintenance programme for the Administration Building will be the responsibility of the new owner of the building. Requirements will be in accordance with the Heritage Agreement between the Heritage Council of Western Australia and the new owner.

The conservation plan recommends a number of maintenance issues that require attention. It is recommended that a process of regular inspections of the fabric of the building by an appropriately qualified heritage architect be implemented to ensure a comprehensive maintenance program.

No structural assessment was carried out as part of this report. This document is a guiding document and does not include specification details of recommended conservation works. A specification should be prepared by the heritage architect engaged by the owners.

The study has identified several key areas relating to the conservation of the fabric of the building. The recommendations regarding implementation of conservation works are made for the short term (should be undertaken as a matter of urgency, within two years), medium term (should be undertaken within five years) and long term (should be undertaken within ten years). These times correspond to the requirements of the Heritage Council as outlined in the standard format for a Heritage Agreement.

The works relate to specific issues concerning the conservation of significant fabric. Issues of upgrading and adaptation to provide for new uses should be determined on the basis of future requirements of the owners.

Urgent Works – 1 to 2 Year Time Frame.

- Ensure that a program of maintenance of the external and internal fabric of the building is in place. This should include checking roof and ground drainage and ensuring that the building is protected from white ant infestation.
- Check roof drainage system and clean out gutters.
- Construct an agricultural drain south of the building at the base of the bank to address problems of rising damp at that end of the building. Monitor and if necessary construct an air-drain around the perimeter of this section of the building.

Less Urgent Works – 2 to 5 Year Time Frame.

- Carry out a programme of works to repair timber floors and sub-floors where necessary.
- Carry out a programme of restoration of the internal joinery of the building to include replacement of timber paneled doors to original detail, timber door frames, window frames, reveals architraves and sills, skirtings and all other elements as required.
- Restore the grand staircase by reconstructing the timber balustrade and paneling to original detail.
- Repair lathe and plaster ceilings where necessary to original detail.
- Reconstruct the front door including side-lights and fanlight to original detail.
- Restore internal plasterwork as required.

- Check face stone and brickwork and re-point or restore as necessary.
- Restore pressed metal ceiling to portico.
- Restore tessellated tiled floor to portico as required. Minimal work is recommended.
- Check for effectiveness of the rising damp remediation and construct an air-drain if required.

Long Term Conservation Strategies – 5 to 10 Year Time Frame.

- Remove internal partitions and restore internal rooms to original where appropriate.
- When the corrugated iron sheets are removed from the windows and doors, restore and paint as required and restore metal grille between Covered Way and lightwells.

3.5 SCHEDULE OF CONSERVATION WORKS

The conservation and maintenance program for Montgomery Hall will be the responsibility of the new owner of the building. Requirements will be in accordance with the Heritage Agreement between the Heritage Council of Western Australia and the new owner.

The conservation plan recommends a number of maintenance issues that require attention. It is recommended that a process of regular inspections of the fabric of the building by an appropriately qualified heritage architect be implemented to ensure a comprehensive maintenance program.

No structural assessment was carried out as part of this report. This document is a guiding document and does not include specification details of recommended conservation works. A specification should be prepared by the heritage architect engaged by the owners.

The study has identified several key areas relating to the conservation of the fabric of the building. The recommendations regarding implementation of conservation works are made for the short term (should be undertaken as a matter of urgency, within two years), medium term (should be undertaken within five years) and long term (should be undertaken within ten years). These times correspond to the requirements of the Heritage Council as outlined in the standard format for a Heritage Agreement.

The works relate to specific issues concerning the conservation of significant fabric. Issues of upgrading and adaptation to provide for new uses should be determined on the basis of future requirements of the owners.

Urgent Works – 1 to 2 Year Time Frame.

- Ensure that a program of maintenance of the external and internal fabric of the building is in place. This should include checking roof and ground drainage and ensuring that the building is protected from white ant infestation.
- Check roof drainage system and clean out gutters if required.
- Carry out a programme of restoration of the internal fabric of the main hall to include removal of acoustic panels, removal of loose plaster and paint and restoration of plaster finish and detail where necessary and repainting.
- Check internal brick walls of stage and undercroft area for damp and treat as required. Repaint with limewash or similar.
- Replace wall vents where missing to original detail.
- Check concrete slab to undercroft for damp and treat as required.

Less Urgent Works – 2 to 5 Year Time Frame.

- Remove brick infill from stone arches of the arcade. Check stone and repair or re-point as necessary.
- Carry out a programme of restoration of the internal joinery where necessary to include repair of the stairs to the undercroft, rooms MH4 and MH5, repair of the doors to the undercroft, repair of balustrades to the steps either side of the stage, repair of stage doors where necessary, repair of timber paneling to the front of the stage and other joinery as required.

- Replace as necessary or restore timber floor to the external verandah and construct steps if required.

Long Term Conservation Strategies – 5 to 10 Year Time Frame.

- Restore pressed metal ceilings to undercroft rooms MH4 and MH5 as required.
- Carry out a programme of restoration to the timber windows and doors to the perimeter of the undercroft to include removal and replacement of steel roller doors.

4.7 SCHEDULE OF CONSERVATION WORKS

The conservation and maintenance program for North Block will be the responsibility of the new owner of the building. Requirements will be in accordance with the Heritage Agreement between the Heritage Council of Western Australia and the new owner.

The conservation plan recommends a number of maintenance issues that require attention. It is recommended that a process of regular inspections of the fabric of the building by an appropriately qualified heritage architect be implemented to ensure a comprehensive maintenance program.

No structural assessment was carried out as part of this report. This document is a guiding document and does not include specification details of recommended conservation works. A specification should be prepared by the heritage architect engaged by the owners.

The study has identified several key areas relating to the conservation of the fabric of the building. The recommendations regarding implementation of conservation works are made for the short term (should be undertaken as a matter of urgency, within two years), medium term (should be undertaken within five years) and long term (should be undertaken within ten years). These times correspond to the requirements of the Heritage Council as outlined in the standard format for a Heritage Agreement.

The works relate to specific issues concerning the conservation of significant fabric. Issues of upgrading and adaptation to provide for new uses should be determined on the basis of future requirements of the owners.

Works should be specified by an experienced heritage practitioner.

Urgent Works – 1 to 2 Year Time Frame.

- Ensure that a program of maintenance of the external and internal fabric of the building is in place. This should include checking roof and ground drainage and ensuring that the building is protected from white ant infestation.
- Check roof drainage system and clean out gutters.
- Carry out a programme of works to repair timber floors and sub-floors to include replacement of timber floorboards to the first floor corridor where these have been removed.
- Carry out a programme of restoration of the internal joinery of the building to include replacement of timber paneled doors to original detail, timber door frames, window frames, architraves and sills, skirtings and all other elements as required,
- Replace the timber balustrade to the stairs to original detail.
- Repair lathe and plaster ceilings where necessary to original detail.
- Restore timber balustrade to first floor verandah.

Less Urgent Works – 2 to 5 Year Time Frame.

- Check face stone and brickwork and re-point or restore as necessary.
- Restore steel escape stair.

- Check levels in the courtyard west of the 1912 building for falls and ensure adequate drainage away from the building.
- Restore fluted iron ceiling to first floor verandah.

Long Term Conservation Strategies – 5 to 10 Year Time Frame.

- When the zincalume sheets are removed from the windows and doors, restore and paint as required.
- Consider removal of cold-store areas at the eastern end of the 1912 building and adapt for appropriate re-use of the building.
- Restore or adapt building fabric ground floor between North Block and Kitchen including rooms N15, N16 and N17.

5.6 SCHEDULE OF CONSERVATION WORKS

The conservation and maintenance program for South Block will be the responsibility of the new owner of the building. Requirements will be in accordance with the Heritage Agreement between the Heritage Council of Western Australia and the new owner.

The conservation plan recommends a number of maintenance issues that require attention. It is recommended that a process of regular inspections of the fabric of the building by an appropriately qualified heritage architect be implemented to ensure a comprehensive maintenance program.

No structural assessment was carried out as part of this report. This document is a guiding document and does not include specification details of recommended conservation works. A specification should be prepared by the heritage architect engaged by the owners.

The study has identified several key areas relating to the conservation of the fabric of the building. The recommendations regarding implementation of conservation works are made for the short term (should be undertaken as a matter of urgency, within two years), medium term (should be undertaken within five years) and long term (should be undertaken within ten years). These times correspond to the requirements of the Heritage Council as outlined in the standard format for a Heritage Agreement.

The works relate to specific issues concerning the conservation of significant fabric. Issues of upgrading and adaptation to provide for new uses should be determined on the basis of future requirements of the owners.

Urgent Works – 1 to 2 Year Time Frame.

- Ensure that a program of maintenance of the external and internal fabric of the building is in place. This should include checking roof and ground drainage and ensuring that the building is protected from white ant infestation.
- Carry out a program of works to remediate rising damp on the south elevation. As a first step clean out and check the air-drain and monitor for twelve months. Remove plywood panels over damaged walls on south elevation ground floor, lower ground level and install damp-proof membrane. Repair wall and replace floor.
- Repair flashing to south-west elevation where roof of single storey section intersects with two storey section.
- Check roof drainage system and clean out gutters.

Less Urgent Works – 2 to 5 Year Time Frame.

- Check face stone and brickwork and re-point or restore as necessary.
- Restore or replace steel escape stair.
- Check for effectiveness of air-drain and construct additional ground drainage to the south of the building if required.

Long Term Conservation Strategies – 5 to 10 Year Time Frame.

- When the zincalume sheets are removed from the windows and doors, restore and paint as required.

6.6 SCHEDULE OF CONSERVATION WORKS

The conservation and maintenance program for the Kitchen will be the responsibility of the new owner of the building. Requirements will be in accordance with the Heritage Agreement between the Heritage Council of Western Australia and the new owner.

The conservation plan recommends a number of maintenance issues that require attention. It is recommended that a process of regular inspections of the fabric of the building by an appropriately qualified heritage architect be implemented to ensure a comprehensive maintenance program.

No structural assessment was carried out as part of this report. This document is a guiding document and does not include specification details of recommended conservation works. A specification should be prepared by the heritage architect engaged by the owners.

The study has identified several key areas relating to the conservation of the fabric of the building. The recommendations regarding implementation of conservation works are made for the short term (should be undertaken as a matter of urgency, within two years), medium term (should be undertaken within five years) and long term (should be undertaken within ten years). These times correspond to the requirements of the Heritage Council as outlined in the standard format for a Heritage Agreement.

The works relate to specific issues concerning the conservation of significant fabric. Issues of upgrading and adaptation to provide for new uses should be determined on the basis of future requirements of the owners.

Urgent Works – 1 to 2 Year Time Frame.

- Ensure that a program of maintenance of the external and internal fabric of the building is in place. This should include checking roof and ground drainage and ensuring that the building is protected from white ant infestation.
- Replace gutters and downpipes as required with sections to match the existing gutters and downpipes.

Less Urgent Works – 2 to 5 Year Time Frame.

- Check face stone and brickwork and re-point or restore as necessary. Clean stone as necessary and remove staining from stone adjacent to door centre of east wall.
- Investigate the ceiling in rooms K4 to 6 for roof trusses and linings to clerestory roof and expose in any redevelopment of the place.
- Restore or replace lathe and plaster ceiling in room K3.

Long Term Conservation Strategies – 5 to 10 Year Time Frame.

- When the corrugated iron sheets are removed from the windows and doors, restore and paint as required.
- Consider reinstatement of glazing to clerestory roofs rooms K4 and K10.
- The internal fabric in the Kitchen area is in need for restoration or refurbishment generally. This should be carried out as part of any proposed redevelopment of the place.

7.6 SCHEDULE OF CONSERVATION WORKS

The conservation and maintenance program for South Block will be the responsibility of the new owner of the building. Requirements will be in accordance with the Heritage Agreement between the Heritage Council of Western Australia and the new owner.

The conservation plan recommends a number of maintenance issues that require attention. It is recommended that a process of regular inspections of the fabric of the building by an appropriately qualified heritage architect be implemented to ensure a comprehensive maintenance program.

No structural assessment was carried out as part of this report. This document is a guiding document and does not include specification details of recommended conservation works. A specification should be prepared by the heritage architect engaged by the owners.

The study has identified several key areas relating to the conservation of the fabric of the building. The recommendations regarding implementation of conservation works are made for the short term (should be undertaken as a matter of urgency, within two years), medium term (should be undertaken within five years) and long term (should be undertaken within ten years). These times correspond to the requirements of the Heritage Council as outlined in the standard format for a Heritage Agreement.

The works relate to specific issues concerning the conservation of significant fabric. Issues of upgrading and adaptation to provide for new uses should be determined on the basis of future requirements of the owners.

Works should be specified by an experienced heritage practitioner.

Urgent Works – 1 to 2 Year Time Frame.

- Ensure that a program of maintenance of the external and internal fabric of the building is in place. This should include checking roof and ground drainage and ensuring that the building is protected from white ant infestation.
- Carry out a program of works to remediate rising damp on the south elevation. As a first step clean out and check the air-drain and monitor for twelve months. Remove plywood panels over damaged walls on south elevation ground floor, lower ground level and install damp-proof membrane. Repair wall and replace floor.
- Repair flashing to south-west elevation where roof of single storey section intersects with two storey section.
- Check roof drainage system and clean out gutters.

Less Urgent Works – 2 to 5 Year Time Frame.

- Check face stone and brickwork and re-point or restore as necessary.
- Restore or replace steel escape stair.
- Check for effectiveness of air-drain and construct additional ground drainage to the south of the building if required.

Long Term Conservation Strategies – 5 to 10 Year Time Frame.

- When the zincalume sheets are removed from the windows and doors, restore and paint as required.

Annexure D

Maintenance

MAINTENANCE

The following periodic inspection schedule has been designed to become part of the maintenance regime. It is regarded as a minimum standard and should be adapted and augmented to suit the Place based on its particular circumstances. It is important that all fabric identified as having some significance be maintained in such a way as to retain or enhance the significant qualities it may have.

Every Week

- External lighting;
- Internal lighting and emergency lighting;
- Grounds and building perimeter generally for tidiness and the collection of dangerous or noxious debris;
- Public access at entries to ensure public liability obligations are fulfilled;
- Public facilities for operational purposes;
- Security checks, with any vandalism or breakage attended to immediately.

Monthly

- Lavatories and basins for public use; check operation and the state of fixtures;
- Unit pavers;
- Kitchen equipment;
- Grounds and buildings generally for public safety.

Quarterly

- Roof, gutters and downpipes;
- Water penetration in ceilings, walls and windows, if apparent then attend to immediately;
- Inspect any interpretative signage for deterioration, keep it clean, accessible and visible.

Annually

- Termites and other vermin treatment;
- Inspect roof for any signs of failure of material or fixings;
- Roof waterproofing;
- Internal walls and ceilings for cracking;
- Floor and paving finishes;
- Sewerage system and drainage system;
- Structural timbers, including floor stumps and bearers;
- Cabinetwork and hardware operation;
- External walls for moisture damage and/or deterioration;
- Paint system performance, both internally and externally;
- Garden areas.