I hereby certify that the within is a true and correct copy of Lease No. 2304/100

Mr Mark Webb
Director General

LEASE NO 2304/100

PART OF
MALUS ISLAND - RESERVE NO. 36910

CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY
(LESSOR)

and

KING BAY GAME FISHING CLUB INC.
(LESSEE)
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Schedule

1. **Lessor**
   
   The CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY – 17 DICK PERRY AVENUE KENSINGTON WA 6152

2. **Lessee**
   
   KING BAY GAME FISHING CLUB INC. – PO BOX 179 KARRATHA WA 6714

3. **Leased Area**
   
   A PORTION OF RESERVE NO. 36910 AS SHOWN Delineated on the attached Lease Diagram

4. **Term**
   
   The period of 21 years from the Commencement Date to the Expiry Date

   4.1 **Commencement Date:** 1 October 2016
   
   4.2 **Expiry Date:** 30 September 2037

5. **Option to Extend the Lease**
   
   5.1 **Option Period:** 21 years

6. **Rent**
   
   For the first year of the Term, the rental is $900.00 per annum.
   For the second year of the Term, the rental is $1,000 per annum then CPI indexed annually in accordance with the Lease document (Excluding GST).

7. **Permitted Use of the Leased Area**
   
   Short stay recreational accommodation

8. **Minimum Public Liability Insurance Cover**
   
   $10,000,000

9. **Special Provisions**
   
   Dampier Archipelago Shacks Special Conditions
RE bâtiments et autres améliorations existantes ou à venir érigés à cet endroit (collectivement "les Préalées Locataires")

F. Le Léguant a convenu de louer les Préalées Locataires au Locataire pour la Durée et à la location respectivement indiquée ici et en application et conformément à tous les engagements et stipulations contenus dans ce Léguant.

G. En vertu de l’article 100(3) de la loi, le Léguant doit être porté devant chaque Chambre du Parlement dans les 14 jours de sa signature par toutes les parties et incorporé dans les Décisions de l'Assemblée.
LEASE TERMS AND CONDITIONS

1. GRANT

1.1 Grant of Lease

Pursuant to Sections 36, 37 and 100 of the CALM Act, the Lessor leases the Leased Premises to the Lessee for the Term subject to the terms and conditions of this Lease.

1.2 Quiet Enjoyment

For as long as the Lessee complies with the Lessee's obligations under this Lease, the Lessee may occupy and use the Leased Premises during the Term without disturbance or interference by the Lessor except as permitted by this Lease or by law.

1.3 Termination by the Lessor or Lessee by Notice

Despite any other provision of this Lease, the Lessor or Lessee may mutually agree at any time to terminate this Lease by giving 12 months written notice of termination to either party.

2. OPTION TO EXTEND

2.1 Option Period

If a period is specified in item 5.1 of the Schedule, the Lessee has the option to extend this Lease for the Option Period, but only if:

(1) the Lessee notifies the Lessor in writing that the Lessee wants to extend this Lease for that period at least 3 months before the Expiry Date (but not earlier than 12 months before that date); and

(2) the Lessee is not in default under this Lease as extended when the option is exercised.

2.2 Rent During Option Term

The rent payable by the Lessee from the beginning of any extended Term of this Lease is to be the same rent payable immediately before the date of commencement of the extended Term unless that date is a rent review date, in which case the rent is to be reviewed with effect from that date, and the rent is subject to further review during the extended term as provided in this Lease.

2.3 Default After Exercise of Option

If the Lessee defaults under this Lease after exercising an option to extend the Term of this Lease, the Lessor is not prevented from exercising any rights, including the right to terminate this Lease. If this Lease is terminated, the Lessor is not under any obligation to grant a Lease of the Leased Premises to the Lessee for any extended Term.

2.4 Definitions

In this Lease:
Option Period means the period (if any) specified in item 5.1 of the Schedule.

3. RENT

3.1 Amount of the Rent

The annual rent payable under this Lease from the Commencement Date is the amount specified in item 6 of the Schedule.

3.2 Manner of Payment

The Lessee must pay the rent by equal annual instalments in advance. The first instalment is to be paid on the Commencement Date and subsequent instalments are to be paid on each anniversary of the Commencement Date. Rent payable for part of a year is to be proportionately adjusted on a daily basis. Rent is to be paid on receipt of a Lessor initiated invoice.

4. RENT REVIEW

4.1 CPI Rent Review

With effect from (and including) each date specified in this clause 4 as a "CPI Review Date", the rent must be reviewed on the basis that the reviewed rent is to be the higher of:

1. the rent applying immediately before the relevant CPI Review Date; or
2. the amount calculated by using the following formula:

\[ A = \frac{B}{C} \times D \]

Where:

A = the amount of the reviewed rent which is payable from (and including) the relevant CPI Review Date.

B = the last September quarter CPI Index Number published before the relevant CPI Review Date.

C = the last September quarter CPI Index Number published before the previous rent review date (or in the case of the first review, before the Commencement Date).

D = the amount of the rent applying immediately before the relevant CPI Review Date.

4.2 Rent Review (Crown Land Rental)

With effect from (and including) each date specified in this clause as a Crown Land Rental Review Date, the Lessor can require that the rent be reviewed on the following
basis.

If the Lessee has not agreed in writing to the amount of the reviewed rent proposed by the Lessor within one month of receiving such advice, the amount of the reviewed rent is to be the higher of:

(1) the rent applying immediately before the relevant Crown Land Rental Review Date;

(2) the Crown Land Rental Review for the Premises determined by a valuer licensed under the Land Valuers' Licensing Act:
   (a) agreed to by each of the parties; or
   (b) appointed by the President for the time being of the Australian Property Institute (WA Division) at the request of either party.

The Lessor must pay the fees charged by any valuer appointed under this Agreement to determine the Crown Land Rental for the Leased Premises.

Crown Land Rent means the rent that a Lessee would be prepared to pay and an owner of the Leased Premises would be prepared to accept taking into account:

(1) the approved use and utility conferred under the Lease;

(2) the nature of the Lessee. In this regard the Lessee is required to keep proper and audited books of account and these books of accounts for the current and past three years will be made available to the Lessor upon request for the purpose of assisting in the determination of the rent. Average management of the organisation will be assumed;

(3) the provisions of this Lease;

(4) the period which will elapse between the current Crown Land Rental Review Date and the next Crown Land Rental Review Date or, if there is not one, the termination of this Lease;

(5) the full length of the Term and the benefit of any option to renew;

(6) any improvement to the Leased Premises but disregarding:

(7) the consequences of any default by the Lessee of this Lease which may have adversely affected the condition, rental value or Crown Land rental of the Leased Premises;

(8) any part of the term that has expired;

(9) the value of the Lessee's Property and any goodwill created by the Lessee's business or activities to the Leased Premises.

No delay by the Lessor in enforcing any review of the rent prevents the Lessor from requiring at any time that the rent must be reviewed with effect from the date for Crown Land Rental Review specified.

4.3 Interpretation

In this Lease:
CPI Review Date includes each anniversary of the Commencement Date after the first anniversary except for any Crown Land Rental Review Dates.

Crown Land Rental Review Date means every fifth anniversary of the Commencement Date.

4.4 Delay

No delay by the Lessor in enforcing any review of the rent prevents the Lessor from requiring at any time that the rent must be reviewed with effect from the dates for review of the rent specified in this clause 4.

5. OUTGOINGS

5.1 Rates and Taxes

The Lessee must pay the Rates and Taxes either to the relevant Authority before those Rates and Taxes become overdue or, in the case of any Rates and Taxes imposed on the Lessor, to the Lessor as required by the Lessor whenever the Rates and Taxes become payable.

5.2 Goods and Services Tax

(1) Definition

GST means a goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Act or otherwise on a supply.


New Tax System changes has the same meaning as in section 75AT of the Trade Practices Act 1974 (Cth).

Tax Invoice includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

(2) Adjustment for GST

(a) Unless expressly included, the consideration for any supply made by the Lessor under or in connection with this Lease does not include GST.

(b) GST is payable on any supply of goods and services under this Lease.

(3) Tax Invoices

The Lessor must issue a tax invoice to the Lessee in respect of any supply of goods and services under the Lease.

(4) Reimbursements

If the Lessor is entitled under the Lease to be reimbursed or indemnified by the Lessee for a cost or expense incurred in connection with the Lease, the reimbursement or indemnity payment must not include any GST component of
the cost or expense for which an input tax credit may be claimed by the Lessor.

5.3 Other Property Included

If Rates and Taxes are not assessed separately on the Leased Premises but also on other property which includes the Leased Premises, the amount which the Lessor can require the Lessee to pay is the same proportion of those Rates and Taxes as the area of the Leased Premises bears to the area of the property the subject of the assessment.

5.4 Service Charges

The Lessee must pay all charges for all other services which are imposed in respect of the Leased Premises either to the supplier before those charges become overdue or, in the case of any such charges imposed on the Lessor, to the Lessor as required by the Lessor whenever the charges become payable.

6. BUILDING WORK, MAINTENANCE AND CLEANING

6.1 General Obligations

The Lessee must:

(1) maintain the Leased Premises in the condition as required by the Lessor (except for fair wear and tear); and

(2) promptly repair any damage to the Leased Premises; and

(3) maintain the Lessee's Property (including signs) located on the Leased Premises in good condition.

6.2 Building Work

If the Lessee constructs anything on the Leased Premises or carries out any other work on the Leased Premises, including work required by any Authority or any law, the Lessee must:

(1) before carrying out the work, obtain the Lessor’s written approval to the carrying out of the work, including if relevant, written approval of the plans and specifications for the work; and

(2) comply with all relevant requirements of each Authority and all laws and applicable standards in relation to the work; and

(3) carry out the work in a safe and proper manner; and

(4) use only good quality materials; and

(5) pay to the Lessor when the Lessor requests any reasonable expenses incurred by the Lessor in approving the work, including fees paid to architects, engineers, contractors or other advisors.
6.3 **Maintenance of Leased Area**

At the Lessee's own expense to keep and maintain the Leased Premises and every part thereof and all buildings, structures, pavements, improvements, fixtures and fittings (both internal and external) comprised and situated therein and any addition thereto in good, safe and substantial repair order and condition, including the maintenance of mechanical, electrical and electronic fixtures and fittings within the Leased Premises in good repair and operating condition AND to keep all gardens and grounds forming part of the Leased Premises well tended, neat, safe, in good order and condition and in accordance with the landscape design approved in writing by the Lessor.

6.4 **Provide Fixtures, Fittings and Chattels**

At all times during the Term to provide and install fixtures, fittings, mechanical, electrical and gas fixtures and fittings, floor coverings, plant, machinery, equipment, furniture, and other chattels within and to the Leased Premises which are safe and of good quality and standard consistent with the standard expected of such a facility to enable the use of the Leased Premises throughout the Term be in accordance with standards, principles and methods applicable from time to time.

6.5 **Cleaning**

The Lessee must:

1. keep the Leased Premises clean and tidy and free of vermin; and
2. not store rubbish on the Leased Premises and ensure all rubbish is contained in fly and rodent proof containers;
3. remove rubbish accumulating on the Leased Premises to a licensed rubbish disposal site after every visit and for each time the shack is occupied; and
4. comply with the Lessor's reasonable directions in connection with cleaning and the disposal of rubbish and other debris in relation to the Leased Premises.

6.6 **Specific Obligations**

Without limiting the preceding clause, the Lessee must:

1. keep the surrounds of the Leased Premises for a maximum distance of 10 metres from the boundary clean and tidy as if the surrounds form part of the Leased Premises without causing any disturbance to vegetation or natural features; and
2. not cause or allow any pollutant or contaminant material or substance over which the Lessee has control to be released into or affect the Leased Premises.
7. USE OF LEASED AREA

7.1 Permitted Use

The Lessee may only use the Leased Premises for the Permitted Use unless the Lessor consents to another use.

7.2 Lessee's Own Enquiries

The Lessee has relied on the Lessee's own enquiries about how the Leased Premises may be used and not on any representation from the Lessor. The Lessee has made the Lessee's own enquiries about:

1. the suitability of the Leased Premises for any use to which it is to be put; and
2. all planning and any other requirements, prohibitions or restrictions applying to the Leased Premises under any law or as a result of the requirements or orders of any Authority.

7.3 No Warranty by Lessor

The Lessor does not give any warranty of any kind that the Leased Premises is suitable for any purpose for which the Lessee intends to use it. Any warranty in relation to the Leased Premises which is implied by law is excluded to the extent that the law permits the warranty to be excluded.

7.4 The Lessor Not LIABLE

The Lessor is not liable to the Lessee and the Lessee will not make a claim against the Lessor in respect of any Liability resulting from any accident, death, injury, damage (including water damage), malfunction or other event in or affecting the Leased Premises unless caused by the negligence of the Lessor or any employee, contractor or agent of the Lessor.

8. FIRES AND ENVIRONMENTAL PROTECTION

8.1 Fire Prevention

Without limiting any other provision of this Lease, the Lessee must in relation to the Leased Premises promptly comply with:

1. the Bush Fires Act 1954 and any other laws relating to the prevention and control of fires; and
2. all proper directions concerning fire prevention and control given to the Lessee by the Lessor or any Authority.

8.2 Fire Control

The Lessee must immediately:

1. notify the Lessor as soon as a fire is detected on the Leased Premises;
take all reasonable and safe action which the Lessee is able to take to try to extinguish any unauthorised or uncontrolled fire on the Leased Premises.

8.3 Authorised Fires

The Lessee must not do anything which causes or may cause a fire on the Leased Premises unless the fire is:

(1) not prohibited by law or by a direction of the Lessor or an Authority; and

(2) the fire is not dangerous and is properly controlled so that it cannot become dangerous.

8.4 Liability for Fires

The Lessee is responsible for and must pay or reimburse the Lessor for all Liabilities as a result of any fire which starts on the Leased Premises except where the fire:

(1) was not caused by the Lessee's negligent or unlawful act or omission or the Lessee's default under this Lease; or

(2) was started by a cause beyond the Lessee's reasonable control.

8.5 Timber

This Lease does not grant to the Lessee any rights to forest produce as defined in the amended Conservation and Land Management Act 1984 and the provisions of Section 96(4) of that Act are hereby expressly excluded.

8.6 Trees and Vegetation

The Lessee must take all reasonable actions necessary to protect the trees and other vegetation growing on the Leased Premises and take reasonable actions necessary to prevent, rectify or ameliorate any erosion, drift or movement of sand or soil from the Leased Premises. Without limitation, unless required by clause 8.7, the Lessee may not cut down or damage or otherwise interfere with anything growing on the Leased Premises without the written consent of the Lessor. The Lessee must also control declared plants and declared animals as defined in the Agriculture and Related Resources Protection Act 1976, in relation to the Leased Premises, as required by that Act.

8.7 Dangers or Threats to the Public and to the Leased Area

The Lessee must:

(1) regularly check the condition of trees and other vegetation on and adjacent to the Leased Premises;

(2) subject to approval being received from the Lessor, prune or remove any tree or other vegetation which is in a dangerous condition or which may threaten the safety of any person;

(3) take adequate action to warn the public of any danger or threat constituted by any tree or other vegetation; and
generally take any measures necessary to prevent accidents and to protect
the safety of the public on the Leased Premises.

8.8 Quarantine Management and Prevention of Disease
The Lessee must comply with the Lessor's reasonable directions relating to
quarantine management and will abide by the following:

(1) the Lessee shall abide by any requirements imposed on CALM Act land;

(2) the Lessee shall not allow any non-indigenous plant or animal, including
domestic species, to be brought onto any CALM Act land without lawful
authority, or unless the area is designated for that purpose;

(3) the Lessee shall be responsible for all costs associated with the removal of
any species introduced as a result of its use of the Leased Premises; and

(4) when visiting any island reserve the Lessee shall:
   (a) ensure its vessel(s) are permanently baited with rodenticide baits and
       used baits must be returned to the mainland for responsible disposal.
       rodenticide baits should only be used on the vessel(s) and not on the
       island reserve;

   (b) inspect luggage, stores and other goods for signs of vermin, weeds and
       other foreign material including soil prior to departing the Island reserve;

   (c) inspect cargo and food storage regularly for the presence of vermin;

   (d) ensure that any dead vermin, soil or weed material detected is removed
       to the mainland for disposal to avoid the possibility of transmission of
       disease to the Island reserve; and

   (e) report any discovery, recovery and destruction of vermin or weeds to the
       local Department's office at the completion of the island reserve stay.

8.9 No Interference with Land
The Lessee acknowledges that the Leased Premises may be environmentally
sensitive and that the Lessor has a general duty to protect the environment.
Accordingly, the Lessee must not, without first obtaining the consent of the Lessor, do
anything to damage or otherwise interfere with the natural environment on the Leased
Premises, including:

(1) removing rocks, earth, soil or other material from the Leased Premises; or

(2) clearing or removing trees or other vegetation from the Leased Premises by
any means; or

(3) altering the contours of the surface of the Leased Premises; or

(4) depositing any earth fill or other similar materials on the Leased Premises; or
altering the natural drainage on the Leased Premises; or
introducing any new flora or fauna to the Leased Premises; or
harming or endangering any flora or fauna on the Leased Premises; or
anything else which in connection with the Leased Premises may be harmful to the environment.

8.10 Notify the Lessor of Threats

The Lessee must immediately notify the Lessor if the Lessee becomes aware of anything which causes or could cause pollution (as defined in the Environmental Protection Act 1986) on or affecting the Leased Premises.

8.11 Environmental Protection Laws

Unless otherwise stated, this Lease is not to be taken as exempting the Lessee from or limiting the obligation of the Lessee to comply with any law relating to the protection of the environment.

8.12 Environmental/Ecological Benchmarks

(1) During the Term of this Lease the Lessee must achieve the benchmarks for the sustainability of the Lease and the continued use by the Lessee of the Leased Premises which are itemised in Annexure 1 of the Sustainability Performance and Audit Schedule attached to and forming part of this Lease.

(2) The Lessor shall have the right to monitor and audit the Lessee's performance, attainment and achievement of the requirements, obligations and standards specified in the Sustainability Performance and Audit Schedule at the times and in the manner specified in paragraph (3) of this clause.

(3) During the Term, the Lessee may be audited annually or at the discretion of the Lessor against sustainability benchmarks in Annexure 1. The mechanism for auditing will be reviewed in consultation with the Lessee by December of each year of the Term.

(4) The Lessee shall pay to the Lessor on demand the total cost of the annual audit (including auditor travel costs) charged to the Lessor by the auditor.

(5) The Lessee must cooperate fully with the Lessor and the Lessor's personnel and auditors and assist them in and about the exercise of the Lessor's rights under the Sustainability Performance and Audit Schedule.

(6) The Lessee acknowledges and agrees that the Lessor, the State and the Minister responsible for the CALM Act are responsible for the administration of legislation with respect to conservation, the environment, land management, wildlife, flora, fauna and the protection and conservation of the value of the land to the culture and heritage of Aboriginal persons.

(7) The Lessor shall be entitled to amend, vary, modify, alter, add to or replace the whole or any part, item or provision of the Sustainability Performance and Audit Schedule, including by the addition of new items or benchmarks, at any time and from time to time by notice in writing to the Lessee in such
manner and to such extent as the Lessor considers reasonably necessary or appropriate for the proper performance and observance of, and compliance with, its responsibilities under the legislation referred to in paragraph (6) above.

(8) The Lessee shall observe, perform and comply with all the terms, conditions, provisions, items and benchmarks contained in the Sustainability Performance and Audit Schedule, as amended, varied, modified, altered, added to or replaced by the Lessor for the time being and from time to time, as if they were set out in full as covenants by the Lessee in the body of this Lease.

(9) The provisions of the Sustainability Performance and Audit Schedule contained in Annexure 1 apply to and bind the Lessee on and from the Commencement Date. Each amendment, variation, modification, alteration, addition, replacement or new item (as the case may be) shall apply to and bind the Lessee on and from the date of service of notice thereof under paragraph (7) above.

(10) In the event of any conflict or any inconsistency between a provision of this Lease and a provision of the Sustainability Performance and Audit Schedule (as amended, varied, modified or replaced from time to time) the provision of the Sustainability Performance and Audit Schedule shall be paramount and prevail to the extent of the conflict or inconsistency.

8.13 Animals

(1) The Lessee will not permit any domestic, exotic and feral animals (including birds and fish) onto the Leased Premises or the Reserves and will thoroughly inspect vehicles and equipment to be taken to the Reserves and will do all things reasonably necessary to ensure that no animals [as defined in the Wildlife Conservation Act 1950 (WA)], in particular *Bufo marinus* (cane toad), *Mus musculus* (house mouse), *Rattus Rattus* (black rat) and *Hemidactylus frenatus* (Asian house gecko) are introduced to the Reserve.

(2) The Lessee will report to the the Lessor the presence of any domestic, exotic or feral animal (including birds and fish) within the Reserve which has been observed by the Lessee or its employees, contractors, agents and Members or Guests.

(3) The Lessee will cooperate with the Lessor to exclude from the Leased Premises any person who is accompanied by an animal (provided that guide dogs for the blind and animals engaged in search and rescue may be admitted when under active supervision).

8.14 Asbestos Management

The Lessee shall at all times throughout the Term, ensure that it complies with all relevant Australian Standards and legal requirements which apply in relation to the management and removal of asbestos (if any) at or from the Leased Premises.
9. GENERAL OBLIGATIONS AND RESTRICTIONS

9.1 Obligations

The Lessee must:

(1) conduct the Lessee's business or activities on the Leased Premises in a proper manner; and

(2) comply with all relevant requirements of any Authority and every law in connection with the Leased Premises and the Lessee's Property except where such requirements relate to work of a structural nature, unless rendered necessary by the nature of the Lessee's business or activities on the Leased Premises; and

(3) withdraw any 'subject to claim' caveat lodged to protect the Lessee's interest under this Lease at the termination, or on an assignment, of this Lease; and

(4) promptly give the Lessor a copy of every notice from any Authority received by the Lessee relating to the Leased Premises including its buildings and structures; and

(5) immediately notify the Lessor if the Lessee becomes aware of anything which is a threat to the Leased Premises and comply with the Lessor's directions for the purpose of protecting property or persons on the Leased Premises; and

(6) promptly inform the Lessor after becoming aware of any damage to the Leased Premises; and

(7) at all times during the Term to duly and punctually comply with, observe, carry out and conform to the provisions of all laws, Acts and statutes (State, Commonwealth or local) and all subsidiary legislation now or hereafter in force and all requirements and orders of any Authority (statutory or otherwise) which affect the Leased Premises or the use of the Leased Premises or which impose any duty or obligation upon the owner or occupier of the Leased Premises.

9.2 Restrictions

In connection with the Leased Premises, the Lessee must not (and may not permit anyone else to) except with the Lessor's consent:

(1) cause damage to the Leased Premises; or

(2) store or use inflammable or explosive substances in the Leased Premises except those normally used for any activity included in the Permitted Use but then only if they are stored in proper containers and used only in accordance with all relevant laws and the requirements of any Authority; or

(3) use any facilities in or near the Leased Premises, including toilets for any improper purpose; or

(4) put any signs or advertisements outside the Leased Premises or within the Leased Premises, except as required by this Lease; or
(5) permit any other person to carry on business on or from the Leased Premises; or

(6) use the Leased Premises as a residence or for any activity which is dangerous, offensive, illegal or immoral or which is or may become a nuisance or annoyance to anyone; or

(7) create any noise or other disturbance which interferes with the use by any other person of land which adjoins or is near to the Leased Premises; or

(8) abandon the Leased Premises; or

(9) create a security interest over this Lease in favour of any person or give another person any right to occupy or use the Leased Premises; or

(10) lodge an absolute caveat to protect the Lessee's interest under this Lease.

9.3 Local Government Act Requirements

Even though the Local Government Act 1995 and subsidiary legislation, including any building regulations, may not apply in respect of the Leased Premises, the Lessee must comply with that Act and subsidiary legislation as if it did apply, except to the extent that the Lessor waives any requirement. The Lessee must pay to the Lessor on request the fees or other costs charged to the Lessor by any consultant or other competent person who provides advice to the Lessor in relation to the Lessee's compliance with the Local Government Act and any subsidiary legislation.

10. Dampier Archipelago Shacks Special Conditions

(1) The Lessee shall ensure that the management of the Leased Premises is in accordance with the approved Shack Management Plan as attached at Annexure 2 which may be varied from time to time with the approval of the Lessor.

(2) The Lessee shall prepare, keep and preserve a full record of visitation indicating, on a daily basis and in a form approved by the Lessor, the dates and number of Members and Guests, employees, agents or contractors of the Lessee either occupying the shacks and accessing the Reserves, and shall make this record available to the Lessor by 31 July of each year during the Term.

(3) The Lessee shall ensure that Members and Guests, have access to and use of the shacks held under this Lease.

(4) The Lessee shall ensure that membership of King Bay Game Fishing Club Inc. (KBGFC) is non-exclusive and open to all residents of the City of Karratha.
(5) The Lessee shall prepare, keep and preserve a list of all KBGFC's members showing contact names, phone numbers and postal addresses and shall provide this record to the Lessor when requested.

(6) The Lessee shall ensure that prior written approval from the Lessor is received to bring a motorised vehicle or motorised machine equipment into the Reserve.

(7) The Lessee shall ensure that the shacks are maintained to the building standard as set by the City of Karratha for the Term of this Lease.

(8) The Lessee shall install and maintain a fire extinguisher in workable condition in each shack.

(9) The Lessee must maintain and display at all times a Lessor approved cyclone and emergency evacuation plan and guidelines on bushfire risks in each shack.

(10) The Lessee shall delineate and maintain a single access path between the shack and the beach, and between the shack and any outbuildings associated with the shack.

(11) The Lessee shall ensure all waste water treatment and disposal is to the standard required by the City of Karratha.

(12) The Lessee shall ensure existing bore hole latrines or external chemical closets are suitably screened and maintained to the satisfaction of the City Health Surveyor.

(13) The Lessee shall keep the buildings and surrounds in a completely clean and tidy state and painted and maintained in a sound manner to the reasonable satisfaction of the Lessor.

(14) The Lessee is responsible for the clean-up of any contamination, spill or other environmental incident that occurs as a result of negligence of the Lessee, the Lessees' employees, agents or contractors or Members and Guests, to the satisfaction of the Lessor.
(15) The Lessee shall promote awareness of quarantine issues and distribute quarantine guidelines approved by the Lessor to those accessing the Reserve.

(16) The Lessee will not use any solid fuel fire (including ground fires, barbecues and incinerators) on the Reserve.

11. INDEMNITY AND INSURANCE

11.1 Indemnity

The Lessee agrees to release and indemnify, and keep indemnified, the State of Western Australia (State), the Chief Executive Officer of the Department of Biodiversity, Conservation and Attractions (the Department) and each of the employees, contractors and agents of the State or the Department (Indemnified Parties) from and against all claims, demands, actions, suits, and proceedings (whether under the law of contract, tort, a written law or otherwise); and damages, liabilities, losses, costs (including legal costs) and expenses, which may be made or brought against, suffered or incurred by any of the Indemnified Parties arising in any way from, or in connection with the conduct of the Lessee or any of its employees, agents and contractors or any of its Members and Guests in relation to this Lease, except to the extent that any claims, actions, demands, suits, proceedings, damages, liabilities, losses or costs made or brought against, suffered or incurred by the Indemnified Parties are as a result of the Indemnified Parties' negligence:

(1) on any lands to which the CALM Act applies;
(2) or in relation to the activities the subject of this Lease;
(3) or in relation to some risk danger or hazard created, assumed or accepted whether or not the existence of that risk, danger or hazard was or ought to have been known to the Lessee.

11.2 Insurance

The Lessee must maintain with a reputable insurer:

(1) public liability insurance of at least the amount specified in item 8 of the Schedule for each accident or event on the Leased Premises; and
(2) insurance for the Lessee's Property and any insurance required by law as a result of the Lessee's use of the Leased Premises.

11.3 Variation of Insurance Amount

The Lessor may by notice to the Lessee at any time require the Lessee to increase the minimum cover for the Lessee's public liability insurance if in the circumstances it is reasonable for the cover to be increased.

11.4 Insurance Obligations

The Lessee must also:
pay each premium due under the insurance policies taken out by the Lessee before the due date and, when reasonably requested by the Lessor, provide evidence of payment; and

(2) when reasonably requested by the Lessor, provide evidence of currency for each insurance policy certified by the insurer; and

(3) Immediately notify the Lessor if an event occurs which may give rise to a claim under any insurance or which could adversely affect it or if an insurance policy is cancelled; and

(4) if required by the Lessor, ensure that the Lessor's interests are noted on the policy of public liability insurance.

11.5 Lessor's Insurance

Unless the Lessor consents, the Lessee must not:

(1) do or allow anything to be done which could adversely affect any insurance taken out by the Lessor in connection with the Leased Premises or which could increase the cost of obtaining that insurance; or

(2) settle, compromise or waive any claim under any policy of insurance relating to the Leased Premises.

11.6 Environmental Indemnity

The Lessee indemnifies and must keep indemnified the Lessor from and against all claims, proceedings, suits, writs, demands and expenses relating to, or in respect of, the remediation of contamination, pollution or environmental harm required under any Environmental Notice, by any law or by any Authority as a result of any contamination, pollution or environmental harm emanating on, or from, the Leased Premises as a result of, or relating to, the use or occupation of the Leased Premises by the Lessee.

11.7 Contamination, Pollution or Environmental Harm

(1) The Lessor does not make any representation or warranty concerning the existence, non-existence, level or quantity of contamination, pollution or environmental harm on the Leased Premises and adjoining land.

(2) The Lessee relies on its own investigations concerning the existence, non-existence, level or quantity of contamination, pollution or environmental harm on the Leased Premises and adjoining land.

12. MANAGEMENT OF THE LEASED AREA

12.1 Managing Agent

The Lessor may appoint a managing agent to manage the Leased Premises and represent the Lessor in relation to this Lease. If the Lessor appoints a managing agent, the managing agent may only exercise the rights and powers of the Lessor under this Lease. The Lessor may at any time vary or terminate the authority of the
managing agent. Decisions of the Lessor override those of the managing agent if there is any inconsistency between them.

12.2 **Exercise of Rights Under the Amended Conservation & Land Management Act**

The Lessor reserves the right to enter the Leased Premises at any time in order to exercise any right, power or authority which the Lessor has under the amended Conservation and Land Management Act 1984. The Lessee is not entitled to any compensation or to make any other claim against the Lessor for anything done by the Lessor on the Leased Premises in the exercise of any right or authority under that Act.

12.3 **Right to Enter**

The Lessor may after giving reasonable notice to the Lessee (or in an emergency, without notice) enter the Leased Premises to do any one or more of the following things:

1. inspect the state of repair and condition of the Leased Premises;
2. maintain or repair the Leased Premises and equipment or facilities in the Leased Premises;
3. carry out structural work to the Leased Premises or any other work required by an Authority;
4. remove anything which is harmful or dangerous;
5. anything which should have been done by the Lessee but which has not been done properly;
6. anything else which the Lessor is required to do by law or is permitted to do under this Lease;

without affecting the Lessee's obligations under this Lease.

12.4 **Minimise Disruption**

If the Lessor does anything permitted by the preceding clause the Lessor must:

1. give the Lessee reasonable notice of the intended action before it is taken (except in an emergency); and
2. use its best endeavours to minimise disruption to the Lessee's business; and
3. make good any damage to the Lessee's Property (other than minor damage) caused by the Lessor.

12.5 **Dealing with the Leased Area**

The Lessor reserves the right to deal with the Leased Premises by granting easements, licences or other rights or interests of any kind to any person over it at any time so long as this does not unreasonably interfere with the Lessee's use of the Leased Premises for the Permitted Use. The Lessee is not entitled to any compensation or to make any other claim against the Lessor in relation to the proper exercise of any right given to another person by the Lessor. The Lessee is
responsible for and indemnifies the Lessor against any Liability resulting from any claim made by a person to whom a right or interest has been granted by the Lessor in connection with any negligent act or omission of the Lessee or any default by the Lessee under this Lease.

13. ASSIGNMENT AND SUBLETTING

13.1 Consent Required

The Lessee may not assign this Lease or sublet the Leased Premises unless the Lessor, at its absolute discretion, consents under the next clause 13.2.

13.2 Requirements for Consent

The Lessee may assign this Lease or sublet the Leased Premises if the Lessor consents and if the Lessee:

(1) complies with the next clause 13.3; and

(2) supplies to the Lessor evidence acceptable to the Lessor that the proposed assignee or sublessee is able and qualified to use the Leased Premises for the Permitted Use, is financially sound, has a good reputation and is a community not for profit organisation; and

(3) remedies any default under this Lease unless it has been waived by the Lessor; and

(4) if requested by the Lessor, arranges for the proposed assignee or sublessee to obtain from one or more persons, as reasonably nominated by the Lessor, a guarantee of the obligations under this Lease to be assumed by the proposed assignee or sublessee in a form prepared or approved by the Lessor's solicitors.

13.3 Obligations on Assignment or Sublease

If the Lessee assigns this Lease or sublets the Leased Premises, the Lessee must:

(1) deliver to the Lessor, before the date that the proposed assignment or sublease is to take effect, a completed agreement in the form of a deed prepared or approved by the Lessor's solicitors, by which the proposed assignee or sublessee agrees with the Lessor to be bound by this Lease as from the date the assignment or sublease takes effect; and

(2) pay to the Lessor on request the Lessor's expenses, including legal costs:

   (a) incurred in making reasonable enquiries about the proposed assignee or sublessee; and

   (b) in connection with the preparation, completion and stamping of the assignment or sublease documents and any other related documents, (including the stamp duty on those documents).

   (c)
13.4 **Lessees Remains Liable**

(1) The Lessee remains fully liable under this Lease even if the Lessee assigns this Lease or sublets the Leased Premises or gives any right in relation to this Lease or the Leased Premises to any other person.

(2) The Lessee may apply to the Lessor to be granted an exemption to clause 13.4(1), subject to conditions stated by the Lessor at the time.

13.5 **Change in Control**

If the Lessee is a company, and there is a change in control of the Lessee the Lessor may require the Lessee to obtain from the persons who have acquired control, as reasonably nominated by the Lessor, a guarantee of the Lessee's obligations under this Lease in a form prepared or approved by the Lessor's solicitors. If the Lessee is a subsidiary company a change in control includes a change in control of its holding company.

In this clause:

(1) company does not include a company which is listed on the Australian Stock Exchange or is wholly owned by such a company; and

(2) control means control of the composition of the board of directors or control of more than 20% of the shares with the right to vote at general meetings; and

(3) words defined in the Corporations Law have the meanings given to them by that Law.

13.6 **Exclusion of Statutory Provisions**

The provisions of sections 80 and 82 of the Property Law Act 1969 do not apply to this Lease.

13.7 **Fees**

The Lessee must reimburse the Lessor on request for all fees paid by the Lessor to any agent or consultant engaged by the Lessor in connection with a proposed assignment or sub-letting by the Lessee.

14. **HOLDING OVER**

If the Lessor consents to the Lessee continuing to occupy the Leased Premises after the Expiry Date or after the end of any extended Term, the Lessee is a monthly Lessee of the Leased Premises and:

(1) the monthly tenancy may be terminated by either party giving to the other at least one month's notice which may expire on any day; and

(2) the rent is the same rent payable immediately before the Expiry Date or after the end of any extended Term; and

(3) all the other provisions of this Lease apply to the monthly tenancy except any option to extend this Lease.
15. DEFAULT

15.1 Re-entry

The Lessor may terminate this Lease by notice to the Lessee or by re-entering the Leased Premises if:

(1) the Lessee repudiates this Lease; or
(2) the Lessee abandons the Leased Premises; or
(3) the Lessee ceases to use the Leased Premises for the Permitted Use other than for a temporary period; or
(4) the rent or any other money payable by the Lessee is unpaid for longer than 3 months after it is due to be paid; or
(5) the Lessee is in default under this Lease and, if the default can be remedied, the Lessee has not remedied the default within 3 months after receiving a notice from the Lessor specifying the default and requiring it to be remedied; or
(6) an Insolvency Event occurs; or

Except for the notice given under subclause (5) and except for any notice otherwise required by law the Lessor does not need to give notice to the Lessee before re-entering the Leased Premises.

15.2 Essential Terms and Damages

Every obligation of the Lessee under this Lease:

(1) to pay money; or
(2) not to do something without the Lessor’s consent; or
(3) relating to damage to the Leased Premises or to the state of repair or condition of the Leased Premises,

is an essential Term of this Lease. (This clause does not prevent other obligations being essential terms).

If the Lessee defaults by not performing or complying with any obligation which is an essential Term, the Lessor is entitled to recover damages for losses over the whole Term, including losses caused by the non-payment of money by the Lessee over that period, even if this Lease is terminated by the Lessor as a result of the Lessee’s default before the Expiry Date.

This clause is not to be taken as relieving the Lessor of any duty to mitigate losses which is imposed by law.

15.3 Right to Damages Not Affected

The Lessor’s right to recover damages is not affected if:

(1) the Lessor accepts the Lessee’s repudiation of this Lease; or
(2) the Lessor terminates this Lease by notice or re-entry; or
(3) the Lessee has abandoned the Leased Premises; or
(4) there is a surrender of this Lease by law.

15.4 Interest on Overdue Money
The Lessee must pay interest on any money which is not paid by the due date. Interest is to be the higher of:
(1) 15%; or
(2) the current reference rate or the base rate charged by the Commonwealth Bank on overdraft loans of less than $100,000 plus 2%,
and is to be calculated on a daily basis from the due date until the money is paid. The interest is to be paid when requested by the Lessor.

15.5 Acceptance of Rent or Mitigation
The acceptance of rent or other money owing under this Lease or an attempt by the Lessor to mitigate losses is not to be taken as a waiver of a default by the Lessee under this Lease or a surrender by law.

16. LESSEE'S OBLIGATIONS ON TERMINATION

16.1 Lessee to Move Out
The Lessee must move out of the Leased Premises and remove all the Lessee's Property from the Leased Premises by the end of the Term except that if this Lease is terminated before that date, the Lessee must move out and remove the Lessee's Property as soon as reasonably possible after this Lease is terminated.

16.2 Abandonment of Lessee's Property
(1) If the Lessee does not remove all the Lessee's Property when the Lessee has to move out of the Leased Premises the Lessee is deemed to have abandoned the Lessee's Property; and
(2) if the Lessee's Property is found to contain asbestos or is of no value to the Lessor, then the Lessee shall be responsible for all costs incurred by the Lessor to remove the Lessee's Property and rehabilitate the Leased Premises; or
(3) if the Lessee's Property remaining in the Leased Premises is of value to the Lessor and does not contain asbestos, the Lessee's Property will become the property of the Lessor.

16.3 Risk
The Lessee's Property is at the Lessee's risk at all times before and after the termination of this Lease.
16.4 *Damage Caused by Moving Out*

The Lessee must repair any damage to the Leased Premises caused by moving out of the Leased Premises or removing the Lessee's Property.

16.5 *Reinstatement*

If the Lessee has made any improvements or alterations to the Leased Premises or carried out any work on the Leased Premises or done anything else to change the Leased Premises if the Lessor requires, the Lessee must reinstate the Leased Premises before the end of the Term so that the Leased Premises is returned to the condition it was in before the improvements or alterations were made, or the work carried out or the other changes were made. The Lessee's obligations under this clause include removing any building or other structure erected in the Leased Premises by the Lessee unless the Lessor agrees otherwise or unless this Lease provides otherwise.

17. **COSTS AND EXPENSES**

17.1 *Costs and Expenses*

The Lessee must pay or reimburse the Lessor on request for all the Lessor's costs and expenses (including legal costs and expenses) in relation to:

1. arranging for any survey or demarcation drawing necessary to identify the Leased Premises; and
2. negotiating, preparing, signing and stamping of this Lease and any document assigning, varying or surrendering this Lease; and
3. enforcing any right under this Lease including giving a notice of default under section 81 of the *Property Law Act 1969*; and
4. any default by the Lessee which causes loss to the Lessor; and
5. giving any consent or approval under this Lease.

17.2 *Duties and Fees*

The Lessee must pay or reimburse the Lessor on request for all stamp duty and fees (including fines and penalties attributable to the Lessee) payable in connection with this Lease.

18. **MISCELLANEOUS**

18.1 *Remedies Cumulative*

The rights, powers and remedies in this Lease are in addition to the rights, powers and remedies provided by law independently of this Lease.
18.2 **Accrued Rights**

The termination of this Lease for any reason does not affect the rights of the Lessor in relation to a default by the Lessee before termination.

18.3 **Severance**

If any part of this Lease or the application of that part to any person or circumstance is or becomes unenforceable, the other provisions of this Lease are not affected but continue to be enforceable.

18.4 **Payments**

The Lessee must make all payments under this Lease without setoff, counterclaim or deduction. Payments by the Lessee under this Lease are to be made to the Lessor or any other person nominated by the Lessor. The Lessor need not make a demand for payment of any amount required to be paid by the Lessee under this Lease unless required by law. If this Lease does not specify when a payment is due, it is due within 14 days after the Lessor requests payment.

18.5 **Transfer of Land Act**

The covenants and powers implied in every Lease made under the *Transfer of Land Act 1893* are implied in this Lease, whether registered under that Act or not, except:

1. to the extent that they are modified by this Lease; and
2. the implied covenant set out in section 92(ii), which is excluded.

18.6 **Cost of Complying with Obligations**

Unless otherwise stated in this Lease, the Lessee must pay the cost of performing or complying with every obligation of the Lessee under this Lease.

18.7 **The Lessor Can Comply**

If the Lessee does not perform or comply with an obligation under this Lease the Lessor may do what is necessary for the obligation to be performed or complied with. The Lessee must reimburse the Lessor for any reasonable costs or expenses incurred in ensuring the Lessee’s obligations are performed or complied with.

19. **POWER OF ATTORNEY**

The Lessee for valuable consideration irrevocably appoints the Lessor and every senior officer of the Lessor (jointly and severally) the Lessee’s attorney for the purpose of:

1. withdrawing any caveat which the Lessee is obliged to withdraw but does not; and

2. doing anything else the Lessee is obliged to do but does not do.

In this clause “senior officer” means every person designated by the Lessor as a senior officer.
20. NOTICES

20.1 Form and Address

A notice or other communication in connection with this Lease must be in writing and may be signed by the relevant party or its solicitors or agents.

The notice or other communication may be:

(1) left at or posted to the address of the addressee as set out in the Schedule or any other address notified to the sender as an address for the giving of notices; or

(2) sent by facsimile transmission to any facsimile number used by the addressee.

20.2 Receipt

Unless a later time is specified in it, a notice or other communication takes effect from the time it is taken to be received, which is:

(1) if left at the address of the addressee, the next Business Day after the day it is left;

(2) if posted, on the third Business Day after posting; and

(3) if sent by facsimile transmission, on the next Business Day after the facsimile was sent.

21. TRUSTEE PROVISIONS

If the Lessee has entered into this Lease in the capacity of trustee whether or not the Lessor has any notice of the trust, the Lessee:

(1) is taken to enter into this Lease both as trustee and in the Lessee's personal capacity and acknowledges that the Lessee is personally liable for the performance of the Lessee's obligations under this Lease; and

(2) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Lessor for any default by the Lessee; and

(3) will assign to the Lessor any right of indemnity the Lessee has against the assets of the trust to the extent of the Liability of the Lessee under this Lease; and

(4) warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.
22. INTERPRETATION

22.1 Definitions

In this Lease:

**Authority** means any governmental or public authority of any kind.

**Business Day** means a day on which banks are open for business in Perth other than a Saturday or a Sunday.

**CALM Act** means the *Conservation and Land Management Act 1984* as amended.

**Department of Biodiversity, Conservation and Attractions** means the Department.

**Expiry Date** means the date in Item 4.2 of the Schedule.

**KBGFC** means the King Bay Game Fishing Club Inc.

**Insolvency Event** means the happening of any of the following events in relation to the Lessee:

1. the Lessee is unable to pay all the Lessee’s debts as and when they become due and payable or the Lessee has failed to comply with a statutory demand as provided in section 459F of the Corporations Law, or the Lessee is deemed to be unable to pay the Lessee’s debts under section 585 of the Corporations Law;

2. a meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator.

3. an application is made to a court for the Lessee to be wound up;

4. the appointment of a controller (as defined in section 9 of the Corporations Law) of any of the Lessee’s assets;

5. the Lessee proposes to enter into or enters into any form of arrangement (formal or informal) with the Lessee’s creditors or any of them, including a deed of company arrangement; or

6. the Lessee becomes an insolvent under administration, as defined in section 9 of the Corporations Law.

**Leased Premises** means the area of land described in Item 3 of the Schedule and includes all buildings and other improvements on that area of land unless this Lease provides that ownership of any buildings or improvements constructed by the Lessee on the Leased Premises remains in or vests in the Lessee.

**Lessee** means the person or persons named in Item 2 of the Schedule and includes the Lessee’s successors and an assignee, a sublessee or any other person having a right to possess, use or occupy the Leased Premises.

**Lessee’s Property** means any buildings, fences, plant or equipment or other property which the Lessee constructs on or brings in to the Leased Premises.
Lessor means the statutory body described in Item 1 of the Schedule and includes the Lessor's successors and an assignee of the reversion and, where the context permits, any person authorised by the Lessor to do any act on behalf of the Lessor for the purposes of this Lease, including a managing agent.

Liability includes any obligation to pay money or other loss, cost or expense of any kind.

Members and Guests means those persons who utilise the Leased Premises with the approval of the Lessee.

Permitted Use means the use described in Item 7 of the Schedule.

Rates and Taxes means any rate, tax, levy or any other charge imposed at any time during the Term of the Lease by any State, local or Federal governmental body, authority, department or instrumentality or any other Authority of any kind, in relation to the supply or use of the Leased Premises or any thing under or in connection with the Lease.

Shack Management Plan means the document developed by KBGFC, and approved by the Lessor, attached to this Lease at Annexure 2, detailing the management of the shacks.

Term means the period referred to in Item 4 of the Schedule.

22.2 Interpretation

In this Lease, unless the contrary intention appears:

(1) a reference to the Lessee includes the Lessee's employees, agents, contractors, sublessees, licensees, customers and any other person who is in the Leased Premises with the Lessee's permission (direct or implied);

(2) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the Commencement Date;

(3) the singular includes the plural and vice versa;

(4) the word "person" includes a firm, a body corporate, an unincorporated association or an Authority;

(5) an obligation, representation or warranty:

(a) in favour of 2 or more persons is for the benefit of them jointly and severally; and

(b) on the part of 2 or more persons binds them jointly and severally;

(6) each obligation of a party to this Lease has effect as a covenant given in favour of the party who may enforce the obligation;

(7) if a period of time is expressed to be calculated from or after a specified day, that day is not included in the period;
(8) a reference to a day is a reference to the 24-hour period commencing at midnight;

(9) a reference to a month is to a calendar month and a reference to a year is a calendar year;

(10) if the word 'including' or 'includes' is used, the words: "without limitation" are deemed to immediately follow;

(11) a reference to the termination of this Lease includes the expiry of the Term; and

(12) a reference to the Term in relation to any obligation of the Lessee is to be taken as including a reference to any period during which the Lessee occupies or uses the Leased Premises with the Lessor's consent.

22.3 Schedule

All the provisions in the Schedule at the front of this Lease are incorporated in and form part of this Lease.

22.4 This Lease

A reference to this Lease includes:

(1) everything forming part of this document; and

(2) any agreed changes to this document which are recorded in a separate document.
ANNEXURE 1

SUSTAINABILITY PERFORMANCE AND AUDIT

DEFINITIONS
In this Annexure, unless the context otherwise requires:

BEC means Build Environment Criteria.
NEC means Natural Environment Criteria.
Department of Biodiversity, Conservation and Attractions means the Department.
Regional Manager means the Department's Pilbara Regional Manager or his/her delegate.
SEC means Social Environment Criteria.

LESSEE SPECIFIC SUSTAINABILITY PERFORMANCE

SITE DESIGN AND LAYOUT (BEC)

1. The Lessee will ensure that any improvements, additions, modifications, alterations or changes to the shack on the Leased Premises:

   i. Comply with and are maintained according to these Lease conditions; and
   ii. Comply with and are maintained to the City of Karratha Health Standards and receive the approval firstly of the Lessor and then the City of Karratha.

MAINTENANCE OF NATURAL ECOLOGY (NEC)

2. Within the first year of the Commencement Date and for the duration of the Term, the Lessee will develop and implement a weed management program to include:

   i. Introduction and monitoring compliance with protocols for the prevention of the introduction of non-endemic plant species (including inspection and wash down of vessels, inspection of supplies at delivery and storage phases);
   ii. Education of Members and Guests, employees, agents and contractors in the inspection for and disposal of weed seeds;
   iii. Annual weed monitoring (including formal assessment of weed status) of the area; and
   iv. Weed eradication using the Department's approved methods.

3. The Lessee will:
   i. Plant only indigenous vegetation in or around the Leased Premises after consultation and approval of the Regional Manager prior to planting any vegetation;
   ii. In consultation with the Regional Manager, rehabilitate areas within and adjacent to the area and revegetate areas not utilised for structures, services and facilities or access areas;
   iii. Assist the Department in its programs of weed eradication and land rehabilitation of the area (planting and maintenance of endemic species) at the request of the Regional Manager; and
iv. Not allow any employee, agent, contractor, Members and Guests to bring any animal on to the Leased Premises or the Reserves.

v. Not feed or allow any employee, agent, contractor, Members and Guests to feed animals in the Reserves and encourage the containment of rubbish and food scraps in sealed bins.

EROSION, SOIL LOSS, COMPACTION AND VEGETATION DAMAGE (NEC)

4. The Lessee will ensure that the accommodation component of the Lease is limited to the footprint only and that no disturbance to vegetation or landforms outside the designated area occurs through the provision of sensitive design, education or signage. The Lessee will control grass growth within the area to the satisfaction of the Regional Manager.

5. The Lessee will monitor and manage (including to take actions to prevent, limit and remedy) soil loss, compaction and erosion in the area. The Lessee will ensure that:
   i. Site design and layout controls pedestrian impact and avoids compaction under trees; and
   ii. In the event of any soil loss, compaction or erosion of the area, remedial action is undertaken immediately with the approval of the Regional Manager.

WATER USE (NEC) & WASTE WATER (BEC)

6. The Lessee will:
   i. Ensure effluent and waste water is treated to best possible standards before leaching occurs in accordance with the City of Karratha requirements and approvals; and
   ii. Ensure that only sub surface disposal of treated waste water occurs.

SOLID WASTE (NEC) & WASTE STORAGE AND DISPOSAL (BEC)

7. The Lessee will:
   i. Develop a collection process for recyclable materials;
   ii. Store and transport waste in a manner that prevents vermin, odour and spillage; and
   iii. Ensure that all inorganic solid waste is transported out of the Reserves as required or as directed by the Regional Manager. Waste must be disposed of at a licensed facility and where possible at a recycling facility.

TOILET FACILITY STANDARDS (BEC)

8. The Lessee will:
   i. Ensure all toilet facilities are maintained to the standard as specified by the City of Karratha Environmental Health Services;
   ii. Ensure all waste water disposal is in accordance with the City of Karratha Environmental Health Services specifications for the area.
ENERGY CONSUMPTION (NEC) & METHOD OF ENERGY CONSUMPTION (BEC)

9. The Lessee will:
   i. Within the first year of the Term and for the duration of the Lease, develop and implement a policy to minimise and annually reduce non-renewable energy consumption, maximising use of renewable energy sources; and
   ii. Only use energy efficient appliances and lighting equipment and minimise the use of high energy use appliances.

ENVIRONMENTAL STEWARDSHIP (NEC)

10. The Lessee will:
   i. Minimise, manage and monitor the operation's environmental impact;
   ii. Keep records and supply information to the Department on any matter it requests;
   iii. Report incidence of damage or risk within the Reserves;
   iv. Actively and cooperatively participate in any research associated with the operation or the Reserves;
   v. Support and assist the Department with the rehabilitation and repair of any infrastructure within the area; and
   vi. Support the Department in emergency situations with the provision of resources at the request of the Regional Manager.

LIGHT SPILL (NEC)

11. The Lessee will:
   i. Except in an emergency or with the approval of the Regional Manager, not use floodlights in the Leased Premises;
   ii. Provide a lighting plan for approval by the Regional Manager to contain lighting to within 10 metres outside the boundary of the Leased Premises.

NOISE LEVELS (NEC)

12. The Lessee will within the first year of the Lease and for the duration of the Lease, implement noise reduction measures on generators.

CHEMICAL/FUEL STORAGE AND HANDLING (BEC)

13. The Lessee will:
   i. Display a commitment to using environmentally sensitive products wherever possible;
   ii. At all times, store chemicals in a designated locked structure and store fuel in a designated signed location;
   iii. Dispose of chemicals outside the Reserves in an environmentally appropriate manner and as required by law.
   iv. Ensure signage and storage complies with Australian Standards and the Dangerous Goods Safety (Storage and Handling of Non-explosives) Regulations 2007 and the Worksafe Guidance Note; and
   v. At all times, have spill response equipment and spillage recovery equipment in place in accord with the Dangerous Goods Safety (Storage and Handling of Non-explosives) Regulations 2007.
CULTURALLY SENSITIVE BEHAVIOUR (SEC)

14. Within the first year of the Lease and for the duration of the Lease, the Lessee will develop and deliver educational and interpretation materials (where appropriate) for the Lessee’s employees, agents, contractors, Members and Guests on the following matters (including on-site verbal and written communications and signage) and incorporate these into an information manual:
   i. Major environmental issues at the area and those affecting the Reserves (erosion, soil loss, compaction and vegetation damage);
   ii. Local ecological conditions, Indigenous culture and low impact nature based tourism principles developed in consultation with local Indigenous people;
   iii. Responsible behaviour in the natural environment developed in consultation with the Regional Manager;
   iv. Waste management, minimising packaging in the Reserves and solid waste reduction issues, initiatives and methods;
   v. Waste water minimisation;
   vi. Recycling initiatives and appropriate use of toilets and ablution facilities to minimise water use;
   vii. Culturally sensitive behaviour; and
   viii. Any risks in the Reserves and all safety rules.

SAFETY EQUIPMENT AND PROCEDURES (SEC)

15. The Lessee will have, at all times:
   i. Access to communal fully functioning emergency communication equipment;
   ii. Access to communal basic search and rescue, incident and emergency protocols, contingency plans for emergency situations and a management plan for high risk activities;
   iii. First aid equipment on site;
   iv. Visible signage indicating the location of fire extinguishers, fire blanket and first aid kit.

CONTENT OF MARKETING MATERIAL (SEC)

16. On all promotional material the Lessee will provide background information on sustainability principles in natural areas, and will provide accurate descriptions of all features of the facilities and level of service, and park features.

OTHER OPERATIONAL REQUIREMENTS

17. Pay fees and charges promptly.
KING BAY
GAME FISHING CLUB

Shack Management Plan

FEBRUARY 2011

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<td>KBGFC</td>
<td>Steve Tatham, President</td>
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1 Introduction

The Shack Management Plan has been developed & structured in a way, to clearly demonstrate how:

- The KBGFC will manage its licence in accordance with DEC license and the conditions of its license, HQ697075DA.
- Additionally the management plan will be used to support the KBGFC’s application for a longer term, 15 year option as negotiated during the term of the current license.
- KBGFC acknowledge that it is a privilege to acquire and retain the land licence for its shack on its conservation estate and the club is committed to providing an ongoing high standard of management.

The objectives of the club and its committee are as follows.

- To establish a harmonious and productive relationship with the regulatory authorities who have influence over the archipelago (in this case the Department of Environment & Conservation, The Shire of Roebourne and the Dept of Indigenous Affairs)
- To represent the KBGFC Members with the government and government bodies to secure licensees/licence and rights.
- To continue to protect and maintain the environment of the archipelago, to fish within the guidelines of the GFAA and IGFA and assist with current tagging programs and encourage others in the ethics of fishing sustainability.
- To promote the archipelago for the good of the whole community and visiting anglers.

The KBGFC Shack Management Plan is a living and working document aimed to capture key processes and improvements. This document will be reviewed annually with DEC to ensure it is relevant and up to date.

2 Acronyms

The following acronyms shall apply throughout the Management Plan.

- KBGFC: King Bay Game Fishing Club
- DEC: Department of Environment & Conservation (Formally CALM)
- CALM: Conservation & Lands Management (now DEC)
- DARDA: Dampier Archipelago Recreational Dwellers Association

3 History and background of KBGFC

The King Bay Game Fishing Club, started in the late 1970’s in the Dampier Archipelago and has been going strong ever since with a strong member base that still has a lot of original members as well as new members joining regularly.

The objectives of the club is to promote Saltwater Game Fishing under the W.A.G.F.A, G.F.A.A, I.G.F.A association rules and regulations, with a strong emphasis on Tag and Release and the promotion and recognition of Juniors within the club, as they are our future of our club.

Our club promotes social interaction between members of the club and their guests with the option of taking advantage of the use of our Club Shack Accommodation out in the Dampier Archipelago available to all financial members and their guests through bookings.

As a club we run social events through the year including Bait rigging nights as well as Fishing competitions with "The Dampier Classic" being our main competition open to the Public and members held traditionally on the FeNaCING long weekend and being one of the Premier
W.A.G.F.A sanctioned Tournaments in the Northwest, it is held in high regard among the Australian Angling Fraternity.

We also hold the popular Estuary Challenge Barra competition which is a measure and release comp that is open to the public and is very popular with the Barra Fisherman in the community.

Our Club promotes sharing fishing knowledge amongst members to help better improve everyone's knowledge of fishing the Dampier Archipelago and the current and new technique's involved in Game Fishing weather it be Light Tackle or Heavy tackle fishing as well as having quite a few members well ad versed at catching the Billfish available in our waters and willing to share there knowledge with new members.

Steve Tatham
President
K.B.G.F.C
08-91851323 ( HM )
08-91588529 ( WK )
E-mail – president@kbgfc.com.au

4 Implementation & Management of the License Conditions

4.1 Section 1 License Conditions

- 1, The KBGFC was issued its license HQ69075DA in September 2010 for a term of 6 years which was reviewed and agreed to by the Committee. The agreed terms and conditions of the license can been seen on Appendix 3.

4.2 Section 2 to 6 Records of Operation & Charges

- 2,3, The KBGFC Treasurer will collect annual fees from the membership & pay DEC in accordance with Section 2 & 3 as outlined in the License Agreement (Appendix 3)
- 4 The KBGFC Shack will maintain a visitor's log book as outlined in Section 4. The Log books will be submitted to the DARDA committee on request for submission to DEC by the 30th of June each year.
- 5 The KBGFC Shack Master will maintain a register (Appendix 2) as set out in Section 5 of the license, and outlined in the DARDA Constitution – (Appendix 1).
6 This KBGFC Management Plan will be submitted to DEC by the President as instructed by DEC.

4.3 Section 7 to 21 Miscellaneous

- 7, KBGFC and its members acknowledge that the license is for recreational purposes only as per section 7.
- 8, KBGFC will not restrict access to the shack for any of its members or their guests as per section 8.
- 9, KBGFC will ensure that membership to the club is non-exclusive and will be open to all residents of the Roebourne Shire.
- 10, KBGFC will not restrict DEC access to the shack at reasonable times as stated in Section 10 & 11. Open lines of communication are in place between DARDA and the KBGFC Committee to arrange visits or inspections.
- 12, KBGFC has agreed to section 12 and has a good track record for cooperation and custodianship of the reserve.
- 13, KBGFC has agreed to section 13. Written approval will be requested before any vehicles will be brought onto the reserve. Vehicles may be required for future construction purposes.
- 14, KBGFC maintain a fire extinguisher in workable condition as per section 14 and is aware that they will be subject to inspection by DARDA & DEC during the annual shack inspections.
- 15, A DEC approved cyclone evacuation plan will be issued to the KBGFC and a copy posted inside the shack. The shack is not intended to be used as a cyclone shelter. By DARDA. Refer Appendix 5 - DARDA Cyclone Evacuation Plan
- 16, KBGFC agreed to section 16, a reasonable request to assist DEC in the collection of data for research & management purposes.
- 17, KBGFC members acknowledge Section 17 & 18.
- 19, KBGFC has agreed to supply DEC with structural engineering report for the shacks by the 30th June 2011 as per Section 19 & 20. The KBGFC may choose to declare their shack as not to standard and apply for DEC & DARDA approval to rebuild. Refer (Appendix 6) DARDA & DEC Construction Procedure.
- 21, The KBGFC has agreed to implement recommendations as per its structural engineering report by the 30th June 2013 as per Section 21. Refer (Appendix 6) DARDA & DEC Construction.

4.4 Section 22 to 34 Maintenance of Natural Ecology

- 22, KBGFC Committee has agreed to the terms & conditions in Sections 22 to 29. A copy of the license HQ69075DA has been issued to Committee Members and it is agreed that accountability for the adherence to these sections will be their responsibility. Refer (Appendix 8) KBGFC Environmental Policy.
- 30, Rocks, soil or fill will not be brought onto the reserve without written approval from DEC as per Section 30. Refer (Appendix 6) KBGFC Construction Procedure.
- 31, Construction of access paths will not take place without written approval from DEC as per Section 31. Refer (Appendix 6) KBGFC & DEC Construction Procedure.
- 32, Maintenance of existing tracks & paths will be accordance of Section 32. Any modifications will be subject to approval as per Section 31. Refer (Appendix 6) KBGFC & DEC construction Procedure.
- 33, Existing bore hole latrines or external chemical closets will be suitably screened and maintained to the satisfaction of the Shire Health Inspector as per Section 33. By the 31 Dec 2011 KBGFC will supply DEC written approvals for toilets and waste water systems as per condition 34.
4.5 Section 35 to 39  Structures

- 35, The KBGFC Committee has agreed to the terms & conditions in Section 35. A copy of the license HQ69075DA has been issued to the committee.
- 36, 37, 38, 39, New structures will be subject to DEC & KBGFC approval as per Section 36.

4.6 Section 40 to 43  Indemnity & Insurance

- 40, 41, 42, 43, The KBGFC Committee has agreed to the terms & conditions in Sections 40, 41, 42, 43. A copy of the license HQ69075DA has been issued to the committee. The KBGFC Treasurer will collect annual fees from the membership & pay the Insurance Policy in accordance with Section 41, and as outlined in the KBGFC Constitution – (Appendix 1)

5.0 Appendices

Appendix 1  KBGFC Constitution
Appendix 2  KBGFC Membership
Appendix 3  DEC 6 yr License HQ69075DA issued 2010
Appendix 4  KBGFC Guidelines for Shack Usage
Appendix 5  KBGFC Cyclone Evacuation Plan
Appendix 6  KBGFC & DEC Construction Procedure
Appendix 7  KBGFC Shack Tenancy Sheet
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Appendix 9  Dampier Archipelago Island Reserves Information Guide
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Appendix 11  Shack Inspection Action Register
Appendix 12  Brochure - Lands and Waters Managed by DEC
Appendix 1

KBGFC Constitution

THE KING BAY GAME FISHING CLUB INCORPORATED
KARRATHA/DAMPIER
CONSTITUTION

I. NAME
The name of the Club is "The King Bay Game Fishing Club Incorporated".

II. OBJECTS
The objects of the Club are:

(a) The promotion of salt water game fishing, and to encourage the study of game fish and sharks.

(b) The encouragement of the study of seamanship, pilotage and small boat navigation.

(c) The holding and arrangement of game fishing competitions and granting of contributions towards the provision of prizes, awards and distinctions.

(d) The fostering of Junior Club Members.

(e) The affiliation with respective sporting associations, i.e. G.F.A.A., I.G.F.A. and W.A.G.F.A.

(f) Club Capture Records: The Club shall keep a list of all game fish and sharks captured, showing the name of the angler, weight of the fish, species, tackle used, date of capture and approximate locality.

(g) To promote social intercourse between members of the Club and their guests, and to provide accommodation with all privileges and advantages of a Club for the purposes aforesaid upon premises of which the Club is a bonafide occupier, and not for the purpose of making profits divisible amongst the members or any of them or in support of any object other than the accommodation of the members or the members and their guests.
III. MEMBERSHIP

(i) The members of the Club shall be:

(a) Ordinary Members
Such male and female persons attaining the age of 16 years who may be elected from time to time by the Committee.

(b) Life Members
Such male and female persons over the age of 18 years who have rendered special services to the Club and been recommended for "LIFE" membership by a resolution passed at a meeting of the Committee and elected by a resolution passed at the next Annual General Meeting.

(c) Country Members
Such male and female persons over the age of 16 years who reside more than 100 km from the Clubhouse and who, in the opinion of the Committee, are thereby deprived of the regular use of the Club's facilities and who may be duly elected from time to time by the Committee.

(d) Junior Members
Such persons whose age does not exceed 16 years and who are elected by the Committee from time to time.

(e) Honorary Members
Such persons possessing the qualifications set out in the Rules who are elected from time to time in the manner provided by the Committee.

(ii) Honorary Members shall, except where otherwise stated in the Rules, have all the rights and privileges of Ordinary Members; except that under no circumstances shall they have any share in the property of the Club, nor have the right to attend or vote at meetings of the Club, propose or second new members of any type, nor any candidate for election to Officer or the Committee, nor the right to hold office or be elected a member of the Committee.

(iii) Members other than Honorary Members shall be proposed and seconded by members of the Club on the nomination form supplied by the Club, on which shall be stated the full Christian names and surnames and address. The proposal shall be forwarded to the Secretary who shall then submit the proposal to the next meeting of the Committee who may then elect the candidate by simple majority vote.
IV. **ENTRANCE FEES AND SUBSCRIPTIONS**

The members shall pay such entrance fees and subscriptions to the Club as shall from time to time be fixed by the By-Laws of the Club. The Committee has power to remit any entrance fee or subscription or any part thereof.

V. **CESSATION OF MEMBERSHIP**

A Member shall cease to be a Member of the Club:

(a) On his/her written resignation, or death;

(b) Should any Member’s subscription or other money due to the Club remain unpaid for two months, that fact shall be notified to such Member and should the amount due remain unpaid for one month after such notice, the Committee may strike his/her name off the books, when his/her Membership shall cease, unless in consequence of his/her being absent from Western Australia, or for any other sufficient reason, the Committee may think proper to extend the time allowed for payment or to remit the whole or a portion of the sum due.

(c) By a resolution of the Committee of the Club to determine his/her Membership, passed in accordance with the Rules of the Club for time being in force in that behalf:

Provided always -

(i) That no less than seven days notice of intention to propose the resolution be given to each member of the Committee.

(ii) The Rules may provide for an appeal from each decision by the member and his/her nominee or seconder.

VI. **OFFICERS AND MANAGEMENT**

1. The Officers and Committee of the Club Shall consist of a President, Vice-President, Secretary, Weighmaster, Treasurer and a minimum of five (5) and a maximum of ten (10) Committee Members.

2. The President, Vice-President, Secretary, Weighmaster and Treasurer shall form the Executive of the Club.
VII. MANAGEMENT

1. The sole management of the Club shall be in the hands of the Committee who shall be Members, which shall consist of President, Vice-President, Secretary, Weighmaster, Treasurer, such ex-officio Members as may be determined by the Rules from time to time, and a minimum of five (5) and a maximum of ten (10) additional Members to be elected at the Annual General Meeting, elected for no less than twelve months.

2. The Committee shall hold periodical meetings, and minutes of all resolutions and proceedings of such Committee be entered in the book or similar provided for such purpose.

3. Six (6) shall form a quorum, but must include at least three (3) Executive Members.

4. The Committee may appoint sub-committees constituted by Members who may or may not be Committee persons and may delegate power to act. Every sub-committee shall report and be responsible to the Committee. Each sub-committee must be chaired by a Member of the Club Committee.

5. The Committee may authorise Junior Members to form a Junior Committee with such powers and limitations as fixed by the Rules from time to time.

VIII. RULES

1. The rules of the Club, with the exception of those mentioned in Section VIII part 2, shall be as hereinafter specified and no alteration or addition thereto may be made unless approved by a majority of the Members present and entitled to vote at an Annual General Meeting or a Special General Meeting after due notice of motion has been given.

2. The rules that govern the Annual Club Fishing Competitions shall be as specified in Attachment A of the rules of the Club. No addition or alteration thereto may be made unless approved by a majority of members present and entitled to vote at the June General Meeting of the Club after due notice of motion has been given.
IX. **ANNUAL GENERAL MEETING**

1. The Annual General Meeting shall be held at the Clubhouse or other venue on such day in the month of October as fixed by the Committee, but not before the beginning of October.

2. Notice of Motion of any resolution (other than ordinary business as defined in the Rules) and any nomination of candidate shall be sent to the Secretary not later than two weeks preceding, and the Secretary shall, four weeks preceding such meeting, send a reminder to this effect to each Ordinary, Life and Country Member of the Club.

3. All Notices of Motion and nominations, including Life Member/s nominations, received by the Secretary shall forthwith be posted on the Club Notice Board and shall there remain until the meeting. The removal of any notice or nomination shall not invalidate such notice or nomination but any notice or nomination so removed must be replaced with a copy thereof by the Secretary after discovery of removal. In the case of Notices of Motion, the Secretary shall give at least seven days notice in writing to each Ordinary, Life and country Member of the Motion or the purpose of the Motion.

4. Accidental omission to send or delay in sending any notice or non-receipt of any notice will not invalidate any meeting, nomination, resolution or election.

X. **GENERAL MEETINGS**

1. The quorum at a General Meeting shall be fifteen (15) and in the event of there being no quorum the Senior Officer present, or if no Officer, the Secretary, shall adjourn the meeting to such time, date and place as he/she may deem fit. The quorum at any adjourned meeting shall be fifteen (15).

2. Only financial Ordinary, Life or Country Members shall be entitled to attend and vote at General Meetings, but any accidental breach of this article will not invalidate any election or resolution.

3. The majority necessary to carry a resolution in ordinary General Meetings shall be a simple majority of those present and entitled to vote subject to Article VIII.

4. Two (2) General Meetings will be held during the year. These will be held during the months of February and June, in addition to the Annual General Meeting in October. The Secretary shall notify all Members of the date and venue of such meetings at least two (2) weeks prior to the meeting being held.
XI.  SPECIAL GENERAL MEETINGS

1. Upon authority being given by the Committee or by a request made and signed by at least ten (10) members entitled to attend the vote at General Meetings stating the subject or subjects intended to be discussed, the Secretary shall call a Special General Meeting of the Club. In all cases the subject matter to be discussed shall be set out in the form of a Notice of Motion.

2. Such meeting shall be convened by the Secretary for the consideration of such subject or subjects only not later than 28 days after such notice or requisition (as the case may be); and at least seven days notice in writing of such meeting and Notice of Motion or the purport thereof shall be given to each Ordinary, Life and Country Member. Accidental omission to notify a member in due time or at all will not render void such meeting or resolution.

3. All Notices of Motion received by the Secretary shall forthwith be posted on the Club Notice Board and shall remain until after the Meeting. The removal of any notice or nomination shall not invalidate such notice or any resolution which may be subsequently carried but any notice so removed must be replaced with a copy thereof by the Secretary after discovery of removal.

4. The quorum for any such meeting shall be fifteen (15). Should insufficient members attend to form a quorum within 30 minutes of the time affixed for such meeting, then the meeting shall lapse.

5. The majority necessary to carry a resolution at the special adjourned General Meeting shall be a simple majority of those present and entitled to vote subject to Article VIII.

6. Only financial Ordinary, Life and Country Members shall be entitled to attend and vote at Special General Meetings but any accidental breach of this Article will not invalidate any election or resolution.

XII. CHANGE OF CONSTITUTION AND RULES

This Constitution and any part thereof may be altered or repealed or a new Constitution may be made at the Annual General Meeting or at a Special General Meeting summoned for the purpose subject to compliance with Articles IX or XI hereof as the case may be EXCEPT that the Resolution shall be carried by a simple majority of those present and entitled to vote.

XIII. DISSOLUTION

1. On application made in writing to the Committee by twenty-five members entitled to attend and vote at General Meetings, signifying their desire that the Club should be dissolved, a Special General Meeting shall be called to consider the question. At such meetings votes by proxy will be received and votes of at least two-thirds of the Members voting in person or by proxy will be necessary to carry the proposition for dissolution.

2. In the event of a resolution being carried the assets of the Club shall be realised and liabilities be paid. Any balance remaining shall revert to the West Australian Game Fishing Association to be held in trust for the purpose of aiding
the establishment of another Game Fishing Club in the Dampier/Karratha area.

XIV. FINANCE

1. After providing for all expenses and payments considered by the Committee to be necessary or desirable, the balance of the funds of the Club may be utilised or dealt with in such manner as the Club may determine for the furtherance of the objects of the Club. The Club shall open a Bank Account in its name. All cheques drawn on the Club account will be signed by any two of the following Officers: President, Vice-President, Secretary, Treasurer.

2. The income and property of the Association whencesoever derived shall be applied solely towards the promotion of its objects as set forth in this Constitution and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever to its members providing that nothing herein shall prevent the payment in good faith or remuneration to any Officer or servant of the Association for services rendered to the Association.

3. An auditor shall be appointed by the members at the Annual General Meeting for the annual audit of accounts.

XV. COMMON SEAL

The Common Seal of the Club shall be in the custody of the Secretary or Treasurer and shall be affixed to any document only pursuant to a resolution of the Committee. The affixation of the Seal shall be witnessed by the President or Vice-President.
THE RULES AND BY-LAWS

OF

THE KING BAY GAME FISHING CLUB INC.

KARRATHA/DAMPIER

1997

THE KING BAY GAME FISHING CLUB INCORPORATED

KARRATHA DAMPIER

BY-LAWS

THE CLUB SHALL ADOPT SUCH BY-LAWS AS FROM TIME TO TIME BE RECOMMENDED
BY OFFICERS AND MEMBERS AT GENERAL MEETINGS
1. **ELECTION OF MEMBERS**

1.1 **Ordinary, Junior and Country Members**

Ordinary Members will be elected in accordance with Constitution Paragraph III (3).

1.1.1 “A person is a probationary member, effectively from the time that person is seconded by a committee member and he paid the appropriate fees, until he or she is elected by the committee as per previous paragraph”

1.2 **Life Members**

1.2.1 The Committee may recommend for Life Membership any member who has rendered special services to the Club in the opinion of the Committee.

1.2.2 Notice to all Members regarding recommendation that such members be appointed a Life Member and if such Motion be seconded and carried, such a Member shall forthwith become a Life Member.

1.3 **Honorary Members**

1.3.1 The Committee may elect Honorary Members who shall pay no entrance fee or subscription.

Subject to the nomination of a proposed Honorary Member being duly posted on the Notice Board as provided herein, and subject to the provisions of the Club's Constitution and Rules being complied with, a proposed Honorary Member may be elected and declared elected, by any two Members of the Committee.

1.3.2 No person shall be allowed to become an Honorary Member of the Club or be relieved of the payment of the regular subscription.

1.3.2.1 Whose usual place of residence is situated within 100km of the Club premises.

1.3.2.2 Who was afforded the privilege of the Club as an Honorary Member within three months immediately preceding.

1.3.2.3 Who is under the age of 16 years.

1.3.3 Before any person can become an Honorary Member of the Club:

1.3.3.1 They must be proposed in writing for such Honorary Membership and such proposal shall be signed by a Member in a form setting out that such person is, in the knowledge of the proposer, eligible according to the Rules of the Club to be elected an Honorary Member.

1.3.3.2 Notice thereof must be posted on the Club Notice Board by the Secretary, the time of such posting being marked thereon.
1.3.3.3 At least four hours must elapse between the posting of such notice and the election.

1.3.4 When the requirement of the foregoing rules have been complied with, the proposed Honorary Member may be declared elected by two Members of the Committee.

1.3.5 Honorary Membership shall last for 28 days from the date of election such extended period as the Committee may think fit, but on any such extension there shall be paid by such Honorary Member, a fee of $2.00 per month in advance, or as determined by the Annual General Meeting.

1.3.6 The Committee shall have the power, in cases appearing to them to require it, to revoke the Membership of any Honorary Member without notice.

1.4 Junior to Ordinary Members

1.4.1 A Junior Member on attaining the age of 16 years will become an ordinary member upon payment of the appropriate fees.

1.4.2 All points accrued as a Junior Member will remain as points in Junior categories up until the age of 16 years, after such date points will accrue as an ordinary member.

2. ENTRANCE FEES AND SUBSCRIPTIONS

2.1 The entrance fee and subscription per annum shall be as approved by the Annual General Meeting.

2.2 Ordinary Members under the age of 24 and engaged in full-time or part-time education courses or vocational training precluding them from earning a regular income may be permitted by the Committee to pay subscriptions at half the rate normally paid by Ordinary Members, for the period so engaged.

2.3 All Members' subscriptions become payable on the first day of April each and every year.

2.4 The entrance fee and first nomination shall be paid when the nomination is lodged with the Secretary and all future subscriptions shall be due and payable on the first day of April each and every year.

3. ELECTION OF OFFICERS, COMMITTEE AND OTHERS

3.1 A Patron and the Officers shall be elected at each Annual General Meeting and shall hold office until the next succeeding Annual General Meeting and shall be eligible for re-election.

3.2 The Members of the Committee shall be elected at the Annual General Meetings and shall hold office for a period of at least twelve months, and shall be eligible for re-election.

3.3 No member of the Executive may serve more than three consecutive terms in the same role of the Executive.
3.4 Casual vacancies in the Committee shall be filled by Members appointed by the Committee.

3.5 Nominations for Officers, Secretary, Treasurer, Weighmaster and Committee shall be signed by two Members, and be lodged with the Secretary who shall post same on the Notice Board of the Club as required by the Constitution.

3.6 The election of Officers and Committee shall be by ballot and taken in the following manner:

The names of candidates shall be on printed typewritten or written ballot forms. Each Member present at the General Meeting shall be given one of such forms, from which he/she shall strike out the names of those candidates he/she does not wish to be elected. Informal ballot papers shall be invalid. Scrutineers appointed by the meeting shall then collect the forms, and on examination shall declare the names of the candidates who have been elected. In the event of vacancies occurring between the dates of Annual Elections, the Committee shall have the power to select other Members of the Club to fill such vacancies for the remainder of the predecessor's term.

Any Member, including Country Members, who will be unavoidably absent from a General Meeting may obtain from the Secretary by personal application or by writing, two (2) weeks prior to the meeting, the names of candidates seeking election as Officers and Committee Members and may record his/her vote in a special sealed envelope with attached name sticker, which must be lodged personally with the Secretary or posted to reach him/her not later than eight (8) hours preceding the time set down for the meeting.

3.7 The election of Patrons shall be at the Annual General Meeting by show of hands and no notice of nomination shall be required.

3.8 The retiring President shall be an ex-officio Member of the Committee.

4. DUTIES AND POWERS OF COMMITTEE, SECRETARY AND OTHERS

4.1 The Committee shall meet at least once in every calendar month and may act, notwithstanding any vacancy therein, and minutes of all resolutions and proceedings thereof shall be entered in a book or similar to be provided for that purpose.

4.2 Six (6) shall form a quorum, but must include at least three (3) Executive Members.

4.3 If any Committee Member shall fail to attend three consecutive meetings of the Committee without leave of absence their position may be declared vacant and upon the happening of such an event shall be notified accordingly.

4.4 The Committee shall manage the affairs of the Club in accordance with the Rules of the Club generally and shall have power to do the following special acts:

4.4.1 To purchase, take or licence any building or part thereof for the purpose of the Club, and to sub-let any building or part thereof so taken or licenced upon such terms as they may think fit.

4.4.2 To erect, maintain, improve and alter any buildings for the purpose of the Club.

4.4.3 To purchase magazines, periodicals and books for the use of Members in the Clubhouse.
4.4.4 To purchase, hire or otherwise acquire any personal property for the benefit, convenience and accommodation of the Members and to sell, lease or otherwise dispose of same.

4.4.5 To purchase or otherwise acquire power boats, and to lease, lend or sell same on easy terms to Members to foster saltwater gamefishing.

4.4.6 To borrow money with or without security as the Committee may think fit and to secure the same by mortgage, debenture or otherwise in such manner as the Committee think fit.

4.4.7 To open and operate accounts at any Bank.

4.4.8 To appoint servants of the Club and to remove them at their discretion.

4.4.9 To remit for such times as the Committee think fit any part of the subscription of any Member who is absent from the Karratha/Dampier area for a longer period than six months at any one time or for other good cause.

4.4.10 To pay any servant of the Club any gratuity for faithful and diligent service as seems fit.

4.4.11 That it be an instruction from the Annual General Meeting to the Committee to prepare a budget of anticipated income and expenditure.

4.4.12 To appoint sub-committees consisting of Members of the Club for all or any purpose that they may deem fit.

4.4.13 To appoint a Member to fill any casual vacancy of Officers or Committee Members.

4.4.14 To arrange social functions and appropriate for the provision of prizes such funds of the Club as it thinks fit.

4.4.15 To raise and expend money for such purposes as the Committee, in its discretion, considers necessary for the benefit, convenience and accommodation of the Members.

4.4.16 To discipline, suspend and expel Members in a manner consistent with the Constitution and these Rules.

4.4.17 Subject to a seven day Notice of Motion being posted to each Committee Member, the Committee may from time to time limit the numbers of Members of the Club generally and specially and may vary or withdraw such limit.

4.4.18 To appoint an auditor or auditors who shall be a chartered accountant or accountants.
4.5 The Secretary shall carry out all duties pertaining to that office and all other duties imposed upon him/her by the Committee, and be placed in charge of the business of the Club including urgent decisions concerning the maintenance of the Club premises and control of the staff including the power to suspend or dismiss.

4.6 The Secretary shall, at least seven days before any General Meeting, post to every Member a notice of such meeting stating the date, time and place where it will be held and the business to be brought before it.

4.7 The Committee shall have full power to suspend or expel any Member of the Club who shall:

Fail in the observance of the Constitution or any rule or By-Law of the Club or any order or direction of the Committee at Special or Ordinary General Meetings.

or

Who shall be convicted of an indictable offence.

or

Who shall, in the sole and absolute judgement and discretion of the Committee, have been guilty either in or out of the Club's premises of any act, practice, conduct, matter or thing calculated to bring discredit on or in any other manner prejudicially affect the reputation of the Club, or calculated in any manner to impair or affect the enjoyment of the Club premises by the Members thereof, or to cause any ill feeling or friction between or among the Members.

Without prejudice however to his/her liability for any money then or therefrom due by him/her to the Club or without prejudice to his/her liability to pay when required any parts or the whole fees due, the following procedure shall apply:

(a) The Committee shall then cause a notice to be sent to the Member complained against to attend before the Committee to answer the said charge and also to his/her accuser if any, and the Secretary must on application by either party send a notice to any other Member to appear and give evidence provided that such application must be made three days before the date of the hearing of such charge. Seven days clear notice must be given of such hearing. Should either of the parties fail to attend, the Committee shall take evidence and decide the case the same as if all parties had been present.

(b) A charge must in the first place be made either by a Member of the Committee or by resolution of the Committee stating the nature of the offence of which the Member is accused.

(c) If after the evidence, the Committee shall be of the opinion that the charge is sustained they shall inflict such penalty as they may think fit either by fine, suspension from privileges of Membership for a certain time or by expulsion and shall thereupon cause notice of such penalty to be sent to the Member charged at his/her last address and in case of expulsion the name of such Member shall be erased from the list of Members and he/she shall cease to enjoy the privileges of a Member.
4.8 The Treasurer shall cause true and proper books of accounts to be kept and be responsible that balance sheets and a statement of receipts and payments are presented to the Committee as and when required and that the books of accounts, balance sheets and statement of receipts and payments are fully audited after the 30th September and before the Annual General Meeting.

5. **GENERAL MEETINGS**

5.1 The business of the Annual General Meeting shall be conducted in the following order:

- Receive reports and statement of receipts and payments
- Transactions of business and Notice of Motion
- Election of Patron and Officials
- General Business

5.2 At General Meetings the chair shall be taken by the Senior Officer present or if no Officer be present, by some Member chosen by the Meeting. Every question (unless otherwise expressly provided by these Rules and the Constitution) shall be decided by a majority of those present and entitled to vote. Every Member shall have one vote and, in case of equality of votes, the Chairman shall have a second or casting vote, and such question may be adjourned or resolved at such meeting.

5.3 Any two Members may call a secret ballot.

5.4 At the General Meeting the Treasurer shall present the Financial Statement.

6. **GAMEFISHING COMPETITIONS**

6.1 The Committee shall organise and hold at least one Club Competition day in each calendar month. The Members will be advised of the dates of all monthly competition days for the year as soon as they are set by the Committee.

6.2 Two trophies will be competed for during the month, all financial members are eligible. These being:
   1. Highest points scoring Game fish or Shark (including Billfish) weighed in during the calendar month.
   2. Highest number of tag points accumulated during the calendar month.

7. **FISHING RULES**

For all King Bay Game Fishing Club Competitions, Annual Champion and Master Angler Awards.

7.1 GFAA Gamefishing rules will apply for both Capture and Tag & Release.

7.2 All fish must be caught or tagged within 100NM of the KBGFC Gantry but will include the Monte Bella Islands.

7.3 Some competitions will have additional rules and will be specified at such events. e.g. Champion Boat.
### 7.4 Tag & Release

#### (i) Eligible Species Points

<table>
<thead>
<tr>
<th>Fish</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marlin</td>
<td>150 pts</td>
</tr>
<tr>
<td>Wahoo</td>
<td>100 pts</td>
</tr>
<tr>
<td>Tuna Skipjack</td>
<td>70 pts</td>
</tr>
<tr>
<td>Tuna Dog Tooth</td>
<td>70 pts</td>
</tr>
<tr>
<td>Shark H/Head</td>
<td>70 pts</td>
</tr>
<tr>
<td>Mahi Mahi</td>
<td>50 pts</td>
</tr>
<tr>
<td>Rainbow Runner</td>
<td>50 pts</td>
</tr>
<tr>
<td>Cobia</td>
<td>50 pts</td>
</tr>
<tr>
<td>Shark Whaler</td>
<td>30 pts</td>
</tr>
<tr>
<td>Tuna Kawa Kawa</td>
<td>30 pts</td>
</tr>
<tr>
<td>Mahi Mahi</td>
<td>50 pts</td>
</tr>
<tr>
<td>Rainbow Runner</td>
<td>50 pts</td>
</tr>
<tr>
<td>Cobia</td>
<td>50 pts</td>
</tr>
<tr>
<td>Shark Whaler</td>
<td>30 pts</td>
</tr>
<tr>
<td>Tuna Kawa Kawa</td>
<td>30 pts</td>
</tr>
</tbody>
</table>

*Not to be tagged/measure & release only*

#### (ii) Minimum Length 70cm

#### (iii) Recommended Min line class – 6kg

#### (iv) Max. 5 fish of each species/day/angler will apply. No limit on Billfish.

#### (v) All tag cards must be filled in and handed to the weighmaster within one week after the end of the month to be eligible for the monthly prize.

#### (vi) Champion Angler will be calculated as follows:-

Addition of all points allocated to the fish tagged by the angler multiplied by the square root of the sum of different species tagged. I.e. 4 species, then the multiplication factor is 2.

### 7.5 Capture

**Line class** – Lines shall be limited to 1, 2, 3, 4, 6, 8, 10, 15, 24, 37 & 60kgs. The Weighmaster and/or the Tournament Committee reserves the right to inspect and/or test any tackle. All anglers are advised to use 'factory tested' lines only.

#### (i) All fish that are weighed in must be accompanied by the tackle used in that capture and be available for inspection.

#### (ii) Fish can be gutted and/or grilled but will not be eligible for any record claims (mutilated and/or frozen fish will not be accepted).

#### (iii) Scoring

- **Gamefish (excluding Billfish, Sailfish & Sharks)**
  
  - **Billfish**
    
    \[
    \text{weight} \times 75 / \text{line class}
    \]
    
  - **Sharks**
    
    \[
    \text{weight} \times 50 / \text{line class}
    \]

  Eligible Game fish (excl. Sharks) weight must equal or exceed line class. Eligible Sharks' weight must equal or exceed twice the line class. Tagged Marlin and Sailfish can be nominated as a capture (tag points do not count) for which the angler will receive 600pts for one Marlin and 600pts for a Sailfish. Any subsequent captures will not be counted (tag card to be marked "Capture").

- **One fish can only win one prize (i.e. cannot wish HPS and Heaviest).**

- **Champion Angler** – Total of the highest point scoring fish of each species weighed in by the Angler.

- **In the event of a tie, the fish that was weighed in first will take the prize.**

- **All fish must be weighted on Club Scales to be eligible for Club prizes or awards.**
8. **CLUB FISHING SEASON**

   The Club fishing season shall commence on the 1st of July each year and close on the 30th June the following year.

   All fish weighed in by Club Members during this period will be eligible for the allocation of points under Rule 6.

9. **CAPTURE CERTIFICATES**

   All capture certificates must be forwarded to the Club Secretary and be in possession no later than 28 days after the capture.

10. **PRESENTATION OF TROPHIES**

    The following trophies will be awarded each year at a venue and date set by the Committee.

    1. Highest Point Scoring Billfish
    2. Highest Point Scoring Shark
    3. Highest Point Scoring Mackerel
    4. Highest Point Scoring Game fish other than a Billfish or Mackerel
    5. Heaviest Billfish
    6. Heaviest Shark
    7. Heaviest Mackerel
    8. Heaviest Game fish other than Billfish or Mackerel
    9. Champion Adult
    10. Highest Point Scoring Game fish/Shark - Junior
    11. Heaviest Game fish/Shark - Junior
    12. Champion Junior
    13. Tag & Release - Billfish
    14. Tag & Release - Game fish and Shark

    Except for trophies 9 and 12, no fish will be eligible for more than one of the above Club trophies.

    Juniors may fish for trophies 10 to 14 only
    Seniors may fish for trophies 1 to 9, and 13 and 14 only.

11. **MAJOR TOURNAMENTS**

    11.1 The Committee shall make every effort to conduct one major tournament, open to the public, each year.

    11.2 The tournament is to be conducted as close as possible to the first Monday of August each year.

    11.3 The name of the tournament is to be "The Dampier Classic"
THE
KING BAY GAME FISHING CLUB
INCORPORATED

KARRATHA / DAMPIER

CONSTITUTION
And
RULES AND BY-LAWS

Revised October 1997
Appendix 2

KBGFC Membership

The current KBGFC membership structure is as follows:

Life Members 10
Adult Members 92
Junior Members 20
Your Club has one of the best island locations and building establishments in the Archipelago. Obviously this didn’t happen without a lot of hard work and effort. The island is managed by the Department of Environment and Conservation (DEC), and the club is able to occupy the island and shack under a licence agreement with DEC. This licence has a range of conditions that need to be met by the club and its members (see Appendix 3). Among these are the following important requirements:

- **NO FIRES AT ANY TIME - FOR ANY REASON**
- **DOGS AND/OR PETS ARE NEVER TO BE TAKEN ONTO THE CLUB LICENCE AREA ON MALUS ISLAND AT ANY TIME.**
- **NO MARINE, FLORA OR FAUNA (LIVING OR DEAD) IS TO BE DISTURBED, COLLECTED, OR DISPLAYED IN OR AROUND THE SHACK LICENCE AREA.**
- **NO CIGARETTE BUTTS OR LITTER IS TO BE LEFT ON THE ISLAND.**

**Bookings**

Bookings, Keys & Diesel fuel are currently available from:

Phil & Sherri, 15 Zanetti Way, Nickol. Ph: 9185 6745

Bookings can only be accepted by a financial club member over the age of 18. Non members may only use these facilities under financial Club member supervision/participation. (e.g., you must be at the shack also).

Keys and washed tea towels are to be returned to the booking officer within 48 hrs of your return.

A maximum of two rooms may be reserved by a financial adult member (family inclusive: e.g., 2 adult members in the same family cannot book a 3rd and 4th room) and a limit of two (2) bookings held at any one time within a 6 month period. A booking will not be held in advance for memberships pending committee approval.

Loss of a set of keys will leave the Clubrooms open to potential break-ins. For this reason, you will be requested to sign for your keys, any lost key set will cause the entire locks to be replaced at expense to the Member. Payment will be required when picking up the keys with a $50 deposit which will be forfeited if the keys are not returned within 48 hrs of return.

**Maintenance**

Maintenance or urgent repairs that are considered necessary or are of a safety concern that may or may not have been scheduled will have precedence over any booking.
Club Events

Have precedence over any booking.

Rooms for tournament/competition dates will be let with preference to fisherpersons entering the tournament or competition. Other requests will be wait listed and re-assigned in order of booking, after close of entries for the competition. Rates for competition entrants will be set by majority agreement of the current Committee.

General Rules & Conditions:

The licence area is within the roped perimeter – do not disturb areas outside of the licence.

All rubbish is to be taken back to mainland and disposed of properly. Rubbish cannot/must not be buried or burnt.

Naked flames and smoking in bedrooms is strictly prohibited as an obvious fire hazard.

Water is a precious commodity on the island. Please Use It Wisely.

The centre area, toilets, showers and cooking facilities are common share.

Empty gas containers and diesel drums need to be returned to the booking officer.

Please make an effort not to dispose of fish offal within Whalers Bay. Our young club members enjoy swimming safely in the bay and with the busy use of the clubrooms, a regular burley trail from the beach is something we'd rather not encourage! Preferably, store in the bait freezer until you can dispose it outside the bay.

Moorings

There are 4 moorings inside the reef of Whaler's Bay. They are NOT the responsibility of KBGFC. It is the responsibility of the person/s tying up to them, to inspect and ascertain the safety and worthiness of their use.

Power Supply

There are two generators at the shack. Although generators necessitate a load to avoid "glazing", they do not supply an endless amount of electricity. Signage regarding the use of specific electrical equipment has been placed at the shack. Please ensure you observe these instructions and any maintenance requests from the booking officer for the longevity of the generators.

Operating the Shack Equipment

Please do not allow children or guests to operate the facilities without comprehensive instruction. Lack of knowledge can lead to breakdowns and repairs are time consuming, and logistically awkward. If you are not sure please ask this can save some embarrassment for you and cost to the club.
Please Note

Misuse of premises and facilities, leaving rooms and area unclean, may exclude the offending tenant from further use of the club rooms.

Club Members Duties & Responsibilities

To ensure their "crew" and guests adhere to the rules & conditions of the club rooms and licence area.

Inform the booking officer of any breakdown or damage to club rooms on the departure checklist to be returned to the shack master with the keys and tea towels.

Upon departure, the Booking Member is Responsible for verifying that all equipment is turned off, cleaned out, wiped or swept and locked into position as each situation requires as per the departure checklist.

It's up to you to help look after your Club's assets.
Appendix 5

KBGFC Cyclone Evacuation Plan

The shack is not intended to be used as a cyclone shelter by the KBGFC & MUST BE EVACUATED ON A "BLUE ALERT"

Cyclone Information

Cyclone season extends from 1 November to 30 April. When a cyclone approaches you should listen to your local radio station or monitor your television for cyclone information.

The following links can be used for additional information:


Important Numbers
For Emergencies contact 000

DAMPIER:
Police: 9183 1144
Fire & Rescue: 9183 0593
Medical: 9183 1333 / 9143 2333

KARRATHA:
Police: 9143 7200
State Emergency Service: 9144 1848
Fire & Rescue: 9185 2580
Ambulance: 9185 1222
Hospital: 9143 2333
DEC: 9182 2000

Cyclones

Tropical cyclones are a seasonally-occurring natural hazard that may cause considerable loss of life and material damage. In Australia, Cyclone Tracy caused the loss of 55 lives in Darwin on Christmas Day 1974. Five lives were lost when Cyclone Alby passed close to the south-west of WA in April 1978 and the most recent loss of life occurred at Onslow during Cyclone Bobby in 1995.

The strongest cyclone ever to cross Australia's coast (Severe Tropical Cyclone Vance) narrowly missed Karratha and Dampier in March 1999 but caused millions of dollars worth of damage to Onslow and Exmouth. Fortunately, there was no loss of life.

Definition and Occurrence

A tropical cyclone is a circular rotating storm of tropical origin in which the mean wind speed exceeds 63 km/h (gale force). Gale force is the threshold speed at which a cyclone is named. Wind speeds in excess of 100km/h are common by the time a cyclone crosses the coast and higher wind speeds frequently occur. Tropical cyclones can occur at any time of the year, but they are very rare outside the cyclone "season" from the beginning of November to the end of April. They are usually most frequent in February and March.

Once they cross the coast, cyclones tend to decay within 24 to 48 hours and the strong central winds die away. Dangerous flooding can occur as heavy rain falls from a decaying system.
The Threat
Cyclones threaten life and property in 3 ways:

1. Fluctuating wind pressure can weaken and possibly cause the collapse of buildings and other structures.
2. Loose objects, such as patio furniture, rubbish bins, dog kennels or building material, become lethal wind borne projectiles that can cause severe structural damage to homes and kill or injure people in their path.
3. Flooding, due to an abnormal rise in the level of the ocean (storm surge) caused by the cyclone or as a result of heavy rainfall in river catchments.

Precautions
As cyclones often adopt an erratic course, or suddenly change speed, it is important that you be aware of any changes at the earliest possible time. In order to do this, keep your radio tuned to the ABC (702 ABC North West) or your local commercial station, WAFM (106.5), and listen for the most up-to-date cyclone information which is broadcast at regular intervals.

Cyclone Watch Message
Cyclone Watch Messages are released every 6 hours whenever there is a possibility that a cyclone may produce gale force winds on the coast within the next 48 hours, but not before 24 hours.

Shack Cyclone Season Preparation
The cyclone season extends from 1st November to 30 April. Before this period the following will be undertaken:

- Our shack will be prepared for a cyclone by clearing unwanted materials and rubbish.
- BBQ's & outside furnishings will be stored.
- Gutters to rain water tanks are functional to maximise water catchment and also increase weight in tank leading up to destructive winds.
- Become familiar with the following stages of the cyclone procedures.

Stage Blue
A cyclone has formed and may affect the area within 48 hours. Strong winds are not yet a direct threat, however precautions should be taken. Check that all preparation activities have been undertaken.

Stage Yellow
Action: The cyclone is moving closer to the area and appears inevitable within 12 hours. High winds are likely to occur and all shacks should be evacuated.

Stage Red
Shelter - A cyclone is imminent – destructive winds are likely to occur soon, all shacks should be evacuated.

All Clear With Caution - The Red alert will continue for a period after the impact of the cyclone
Appendix 6

KBGFC & DEC Construction Procedure

KBGFC Procedure for Construction Approvals

- Construction plans to meet License HQ89075DA conditions.
- Plans are to be submitted to the KBGFC Committee.
- KBGFC committee to send plans to DEC for final approval.
- DEC to advise KBGFC of approval in a timely manner.
- KBGFC will advise the Committee and Members of approval.
Appendix 7

KBGFC Shack Tenancy Sheet

KING BAY GAME FISHING CLUB
SHACK BOOKING APPLICATION FORM
Please fill in all the 'below' details & email this 'attachment' to sheznphil@bigpond.com

Friday, 21 July 2017

NAME(S): 
ADDRESS: 
PHONE: 08- 
AMOUNT OF PEOPLE STAYING: 
REQUESTED ROOM NUMBER(S): 
FUEL FOR GENERATOR $ 

(Generator uses approx 40 Litres over 24 hours. We will advise you if there are extra bookings on the same dates to share these costs.) 

$ _____ X 20 Litres of Fuel 

ARRIVAL DATE: ____/____/2010 
DEPARTURE DATE: ____/____/2010

DATE KEYS & FUEL JERRYS WILL BE RETURNED: ____/____/2010 
TIME: am/pm

PLEASE BE SURE TO HAVE THE CORRECT AMOUNT OF CASH MONEY WHEN COLLECTING THE KEYS AND FUEL

ACCOMMODATION COSTS-

$ _____ 1 x Night, Per Room
$ _____ 2 x Nights, Per Room
$ _____ 3 x Nights, Per Room
$ _____ 4 x Nights, Per Room
$ _____ 5 x Nights, Per Room
$ _____ 6 x Nights, Per Room
$ _____ 7 x Nights, Per Room

FUEL FOR GENERATOR - $ _____ Per 20 Litres

KEY(s) DEPOSIT - $ _____ Per 1 – 2 Rooms

COMMENTS: 

Thank you, you will receive a confirmation email with availability and details soon.

KBGFC SHACK CARE TAKERS CONTACT DETAILS:
PHIL or SHERRI
EMAIL (Preferred for bookings): sheznphil@bigpond.com
KEYS & FUEL ADDRESS: 15 Zanetti Way, Nickol 6714
PHONE: 08- 9185 6745 MOBILE: 0429 729 806

OFFICE USE ONLY
Availability of confirmation emailed. YES Date / /2010
Rooms allocated ______/______ Number of nights = $__________ Fuel
Required ______ Jerry cans = $__________
Keys Deposit = $__________ TOTAL CASH = $__________ Pick up Keys, Fuel & Check
lists 6pm ______/______/2010
RETURNS: Keys returned for room(s) ______/______ Checklists completed ______
Fuel Jerry cans ______ Gas ______

Deposit $__________ Returned to ___________________________ Signed ________________________ on ______/______/2010
Appendix 8

KBGFC Environmental Policy

Objective
- To protect and maintain the natural environment of the archipelago.

Key Values
- Terrestrial and marine environment that offers varied recreational and educational opportunities and experiences in close proximity to the mainland.
- Its rich diversity and complexity of terrestrial and marine communities and habitats.
- Important habitat and breeding sites for five of the six species of marine turtle occurring in Western Australia.
- Significant breeding grounds and refuge sites for a variety of land, sea and shore bird species.
- Plant communities representative of the area's natural vegetation associations;
- Cultural significance to both indigenous and non-indigenous people and location of Indigenous and non-indigenous heritage sites.
- Numerous fish species that are part of the IGFA Game Fishing Tagging and Research program.

Key Reference Documents & Alignment
2. Dampier Archipelago Island Reserves Information Guide – Appendix 10
3. Lands and waters managed by DEC brochure – Appendix 13

Specific Areas of Management Focus
- Control of fire
- Weeds
- Feral animals
- Habitat degradation and rehabilitation
- Environmental monitoring and reporting arrangements
- Protection of Aboriginal and historic sites
- Fish tagging

Implementation & Management
KBGFC members & guests will comply with the conditions and restrictions set out in the license. Education & awareness is critical to the success of this. The KBGFC Constitution & Shack Management Plan is the mechanism which KBGFC uses to monitor conformance of the relevant conditions and restrictions as set out in the license. The KBGFC Shack Management Plan is a working document aimed to capture key processes and improvements to continually secure licenses/leases. The document will be reviewed annually with DEC to ensure it is relevant and up to date. The KBGFC are willing to contribute to DEC's on-going community education and raise community awareness of the sensitivities and precautions that are necessary when visiting the islands of the Dampier Archipelago.
For Reference the KBGFC will keep copies of the following at the shack for its members and visitors.
- License HQ69075DA.
- Dampier Archipelago Nature Reserves Management Plan 1990-2000 – Appendix 9
- Dampier Archipelago Island Reserves Information Guide – Appendix 10
- Dampier Archipelago Environmental Weed information – Appendix 11
DEC will be invited to the KBGFC Dampier Classic to provide educational talks and briefings. Extraordinary meetings can be arranged on request of DEC.

KBGFC will supply a standard sign to be located on the front of the building. The sign content will be approved by DEC and make reference to some or all of the following items:

- No fires
- No Firearms
- No Pets
- Collection of Rubbish
- Use of designated tracks
- Environmental monitoring and reporting arrangements (who to call)
- Protection of Aboriginal and historic sites

**Governance & Inspection**

Two formal KBGFC shack inspections will be conducted per year and findings reported back to DEC to demonstrate that the KBGFC are managing the Shacks in accordance with the license. The mid year inspection will be facilitated and conducted by a representative of the KBGFC Committee.

The pre cyclone season inspections will be facilitated and conducted by DEC & the KBGFC Committee.

A Shack Inspection Action Register will be utilised to track improvement requests and progress. Appendix 12

KBGFC members and guests will be encouraged to report any environmental problems or issues to the KBGFC Shack Master as they are found. The KBGFC will then communicate to DEC as appropriate; a log of these communications will be maintained by the KBGFC Secretary.
Appendix 9

Dampier Archipelago Island Reserves Information Guide

Follow the link to the Dampier Archipelago Island Reserve Information Guide or see attached file included in the folder.

Appendix 10

Dampier Archipelago Environmental Weed Information

Common Weeds on the Dampier Archipelago
Several environmental weed species are known from isolated sections in the planning area. Islands subjected to the greatest disturbances (e.g. shack licences) generally have correspondingly high concentrations of weeds. Notable environmental weed species include Buffel Grass (Cenchrus Ciliaris), Kapok Bush (Aerva Javanica) and Prickly Pear (Opuntia Stricta).

Buffel grass (Cenchrus ciliaris)

Prickly Pear (Opuntia stricta)

Kapok bush (Aerva javanica)
Appendix 11

Shack Inspection Action Register
Appendix 12

Lands and Waters Managed by DEC (Brochure)

See the link attached.

http://www.dec.wa.gov.au/content/category/31/876/1887
NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.

LEASE 2304/100-KBFC-1

LESSEE                     KING BAY FISHING CLUB INC

DPaW REGION                PILBARA
DPaW DISTRICT              N/A
LGA                        CITY OF KARRATHA
PLAN REF.                  LANDGATE PLAN - DAMPIER-2256-4
ORTH PHOTO                N/A

AREA                      Abt 333.0m²
DRAWN                      CJLB 24/10/2016
CHECKED                    R0 5-12-16
FILE No.                   2009/006130-1

Department of Parks and Wildlife
ATTESTATION SHEET

Dated this 9th day of November in the year 2017

LENSOR SIGN HERE

The Common Seal of the CONSERVATION BODY was hereunto affixed by:

CHIEF EXECUTIVE OFFICER

in the presence of:

Witness Signature

Name of Witness

Occupation of Witness

Address of Witness
LESSEE SIGN HERE

Executed by

KING BAY GAME FISHING CLUB INC.

[Signature]
President

IAN LANNANRY
Name of President

KBGFC PRESIDENT

In the presence of:

[Signature]
Witness Signature

K.A. WILKINSON
Name of Witness

Club Secretary
Occupation of Witness

PO Box 179
Address of Witness

KARRATHA 6714