City of Swan

Brabham East Pavilon

EOI prospectus document

Leisure Services

11/05/2026

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Version control

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The City of Swan acknowledges the Traditional Custodians of this region, the Whadjuk people of the Noongar Nation and their continuing connection to the land, waters and community. We pay our respects to Elders past and present, and their descendants.

Key terms

Some words in this prospectus may be unfamiliar. This table explains the main ones in simple language.

A full glossary with more terms is included at the end of this document.

Term	What this means
Casual hire	An individual or group hiring a space up to but not more than 12 times per year.
Annual hire	A group or organisation with a regular or annual booking 12 or more times per year.
Seasonal hire	Sporting clubs or groups that book spaces for a set season (for example, winter or summer).
Commercial hire	A business or person who hires a space to make money for private pecuniary benefit (for example, running classes or events for a fee).
Community group	A volunteer-run or not-for-profit group that provides activities or services for the community.
Not-for-profit organisation	An incorporated group that reinvests any extra money back into the organisation or community.
Priority users	Groups that deliver services or programs primarily for community benefit (for example, not-for-profits or community service providers).

Introduction

Background

The Brabham East Pavilion is a purpose-built sporting facility with community use spaces designed to support the needs of local sporting clubs and community groups of the local Brabham community.

Located in the heart of Brabham, the centre will offer flexible and accessible spaces suitable for a wide range of activities, programs and events. Opening in late 2026, the Brabham East Pavilion will offer a variety of bookable spaces for sporting, recreational and community use.

The City of Swan is seeking Expressions of Interest (EOI) from not-for-profit community organisations, sporting groups and community groups to host activities and events that will benefit the Brabham community and its surrounds. Priority will be given to not-for-profit and community-focused organisations, while also welcoming interest from commercial hirers where appropriate.

The Brabham East Pavilion will support a mix of users, with shared access to facilities including a large function hall, club rooms and a meeting space with a communal kitchen. With free parking and its central location in Brabham, the facility is designed to be a vibrant and inclusive focal point for the community.

This prospectus provides an overview of the Brabham East Pavilion for potential hirers. It explains the spaces available, how the booking process works and the fee structure. It also outlines the priorities and conditions for use so that sporting clubs and the community can understand how to apply and what to expect.

Expression of Interest process

Community groups, organisations and individuals are invited to submit an EOI to be considered as a hirer at the new Brabham East Pavilion.

The EOI process involves three simple steps:

Step 1 Read this prospectus – understand the spaces, applicable hire fees, conditions of hire and support available.

Step 2 Discuss and decide – assess which space(s) your group would like to request for booking. This may require discussion and agreement with your leadership team or committee prior to submitting EOI.

Step 3 Fill in the EOI form – complete the form via Swan Engage or request a reply-paid paper copy from the City of Swan Administration. We request that only one application be made per group.

Key dates

Closing date: All submissions must be received by **8pm, Sunday, May 31, 2026**

Notification: Successful applicants will be advised by December 2026.

Centre opening: The Brabham East Pavilion will be open to receive hirers and casual bookings from early 2027**.**

Additional support

The Community Development team can help with incorporation for groups and organisations. To request help in the space, please contact us at swanengage@swan.wa.gov.au.

Facility availability for hire

The entire facility is available for hire as per Table 1 below during the school term.

Table 1: Opening hours for Brabham East Pavilion

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7am-10pm	7am-10pm	7am-10pm	7am-10pm	7am-midnight	7am-midnight	7am-10pm

Please note: Regular bookings during peak times may not be accommodated.
Peak times are:
Friday 5pm – midnight; Saturday, 5pm-midnight and Sunday, 2pm-10pm.

Hire agreement types

The City offers a number of hire agreement types to individuals, community groups and commercial hirers to deliver flexible and fair options for a wide variety of needs and activities.

The four main categories of hirers are found below. Depending on the hire category, there are differing requirements for insurance and the status of incorporation.

Please note this EOI relates closely to annual, seasonal and commercial hires. Once a group or organisation is accepted as a hirer, they are subject to the conditions of hire (see Appendix A).

Casual hire will be managed through our online booking system, Bookable. The facility will not appear in bookable until available for hire. Please see the following link: City of Swan | Bookable

Table 2: Facility hire categories

Type of hire	Description	Do I need to be insured?	Do I need to be incorporated?
Casual hire	An individual or group hiring a space up to but not more than 12 times per year.	Casual hirers are covered under the City's insurance policy.	Casual hirers do not need to be incorporated (up to 12 times/days per year only).
Annual hire	A group or organisation with a regular or annual booking 12 or more times per year.	Must hold own insurance policy.	Must be incorporated (Note: groups do not need to meet this requirement at the EOI stage but must do so before entering into a hire agreement.)
Seasonal hire	Sporting clubs or groups that book spaces for a set season (for example, winter or summer).	Must hold own insurance policy.	Must be incorporated.
Commercial hire	A business or person who hires a space to make money for private pecuniary benefit (for example, running classes or events for a fee).	Must hold own insurance policy.	Must be incorporated.

Bookable spaces

Brabham East Pavilion

Brabham East Pavilion | floorplan

Shared spaces

Sporting club use

Bookable spaces

Function room (inc. storage and kitchen)

Meeting room (inc. storage and kitchenette)

Locality plan

Lot 143 – 145 Lakefield Drive, Brabham

Bookable space facilities

Function room

The function room is the largest community bookable space at 120m^2 with a maximum occupancy of 120 people. Suitable purposes include, but are not limited to, large gatherings, community social activities, community functions and meetings, parties and performances.

The function room will contain storage for tables and chairs and will have direct access to the function kitchen.

Please note the function kitchen is shared access across concurrent Brabham East Pavilion bookings.

Club room

The activity room is 77m^2 with a maximum occupancy of 75 people. The room contains a kiosk and storerooms. This room is best suited to sporting club use.

Seasonal booking arrangements will apply.

Meeting room

The meeting room is 50m^2 with a maximum occupancy of 24 people.

The room contains:

Suitable uses include, but are not limited to, meetings, support groups, morning/afternoon teas, tutoring or hobby clubs.

Table 3: Brabham East Pavilion bookable space comparison

Room/Space	Size (m²)	Maximum occupancy (standing)	Tables	Chairs	Floor material
Function room	120	120	18	90	Vinyl
Club room	77	75	15	60	Vinyl
Meeting room	50	24	9	45	Carpet

Bookable space fees

The following table lists the current fees associated with the Brabham East Pavilion bookable spaces:

Bookable space	Non-commercial fee ($/hr)	Commercial fee ($/hr)
Function room	$34.50	$54
Club room	$26.50	$33
Meeting room	$21.50	$33

*Please note: These fees are current for the 2025/26 financial year and may be subject to change for the 2026/27 financial year.

Storage options

The Brabham East Pavilion is a shared-use community facility and will have a limited amount of storage, which may not be available to all users. Storage areas are generally only available on a shared/joint-use access basis with other groups. Where storage is available, it is limited to essential equipment only.

We encourage potential hirers to speak directly with City staff if they have questions about storage needs.

Key points

The club rooms on the adjacent oval are not included in this EOI.

Oval use is not included in this EOI.

Please contact our club development team at kendra.koranis@swan.wa.gov.au for further information on how your sporting club can become a seasonal hirer.

APPENDICES

Appendix A: Conditions of Hire (annual hirers)

The Brabham East Pavilion is a modern, multi-purpose facility available for a wide range of community, cultural and recreational uses. Operation of this facility focuses on outcomes for the broader Brabham community and surrounding areas. Access to the building is managed by the City and priority will be given to organisations, community groups and service providers that deliver benefit to the local community.

1) Definitions these terms and conditions;

the Form;

the Confirmation Letter; and

any special conditions contained in the Confirmation Letter.

if the organisation or club listed on the Form is incorporated, that organisation or club; or

if the organisation or club listed on the Form is not incorporated, the person listed as the 'Contact Person' on the Form.

Unless otherwise specified, a reference to a 'clause' is a reference to a clause of these terms and conditions.

The following capital terms have the following meaning in this document:

Agreement means:

Area means the area within the district of the City of Swan that You have applied to hire as set out in the Form.

Booking Date means the day, date and time of Your Booking, and in the case of a Booking including multiple days, "Booking Date" means the date of each individual Booking requested, being the days of the week set out in the Form that fall on and between the Start Date and the Finish Date.

Booking means the agreed hire of the Area as set out in the Agreement.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

City means the City of Swan.

Confirmation Letter means the letter titled "Confirmation Letter" given to You by the City confirming the Booking.

Deposit means the deposit to be paid for the hire of the Area as set out in the Form.

Fees means the fees and charges payable for the Booking as set out in the Confirmation Letter.

Finish Date means the date of Your last Booking Date as set out in the Form.

Finish Time means the end time for each Booking Date as set out in the Form.

Form means the “Application for Casual Facility Usage Hire Form” completed and submitted to the City by You.

Guests means all persons attending the function or activity the subject of the Booking and includes all people and contractors that attend the Area to provide services or otherwise to assist in the preparation or carrying out of the function or activity.

Key Bond means a cash security deposit of an amount reasonably sufficient to compensate the cost of replacing the keys and changing the locks at the Area, as quoted by the City to You in writing after You submit the Form.

Policy means the City’s “Casual Hirer’s Liability Policy” enclosed with this document.

Public Event means any single, one-off event, either indoor or outdoor, where people assemble for sporting, entertainment or other common purposes (including outdoor concerts, fairs, markets, outdoor movies, or festivals) but not including any private or invitation-only functions.

Purpose means the purpose of Your Booking as entered by You on to the Form.

Services includes catering services and/or additional services such as use of inflatables as set out in the Confirmation Letter.

Start Date means the date of your first Booking Date as set out in the Form.

Start Time means the start time for each Booking Date as set out in the Form.

You and **Your** means:

a) if the organisation or club listed on the Form is incorporated, that organisation or club; or

b) if the organisation or club listed on the Form is not incorporated, the person listed as the ‘Contact Person’ on the Form.

2) Applications and Hire Agreement

c) On each Booking Date, You and the Guests may access the Area from the Start Time to the Finish Time for the Purpose, on the terms and conditions of the Agreement.

d) The City has the right to limit the number of Guests that may attend the Area based on the Area’s capacity.

e) It is Your responsibility to inspect and make enquiries about the Area prior to making an application to ensure that the Area is suitable for the Purpose.

f) All applications must be made by submitting a completed Form that sets out the days, dates and times You wish to hire the Area on.

a) Applicants must be 18 years or over and be able to produce a valid Australian driver’s license, a valid passport or other valid photo identification.

b) Hire time must include set up and pack down time, including but not limited to deliveries and collections by third parties and cleaning of the Area.

c) On each Booking Date, You must:

   i. ensure that You do not enter the Area before the Start Time and that You vacate the Area by the Finish Time; and

ii. take reasonable steps to ensure that the Guests do not enter the Area before the Start Time and that the Guests vacate the Area by the Finish Time.

d) not enter the Area before the Start Time and You must ensure that You and Guests have vacated the Area by the Finish Time.

e) The City, in its sole discretion, may: reject Your application for any reason;

i. accept Your application and issue You a Confirmation Letter; or

ii. accept Your application and issue You a Confirmation Letter subject to special conditions that the City considers are appropriate.

f) The Agreement is formed for the Booking when the Confirmation Letter has been issued by the City and You may use the Area and Services in accordance with the Agreement.

g) If the Confirmation Letter accepts Your Booking subject to special conditions and You do not wish to comply with the special conditions, or if You do not wish to pay the Fees notified to You in the Confirmation Letter, You may immediately cancel the Booking and terminate the Agreement at no cost by providing written notice to the City:

i. if the Start Date is more than 7 days after the date You received the Confirmation Letter — within 7 days of receiving the Confirmation Letter;

ii. if the Start Date is between 3 to 7 days after the date You received the Confirmation Letter — within 2 days of receiving the Confirmation Letter; or

iii. if the Start Date is less than 3 days after the date You received the Confirmation Letter —before the Start Time of the first Booking, and You will receive a full refund for any Fees You have paid before cancelling under this clause.

h) The Area may not be available for a part or the whole of Your Booking due to unforeseen circumstances beyond the reasonable control of the City, or where the Area is required for council or electoral commission business. Where this occurs:

i. the City will notify You;

ii. the City will make reasonable endeavours to offer You an alternative Area for that part or the whole of Your Booking; and

iii. You may accept or reject the proposed alternative Area at Your discretion.

i) Your Booking or a part of Your Booking will be cancelled if:

i. the City notifies You that the Area is unavailable for a part or the whole of Your Booking under clause 2)l)i); and

ii. either:

1. the City does not offer You an alternative Area under clause 2)l)ii); or

2. You reject an alternative Area offered to You under clause 2)l)iii),

and You will be entitled to a full refund of any Fees for the parts of the Booking that are cancelled.

3) Charges

j) You must pay the Deposit (if applicable):

   i. within 2 Business Days of the date You receive the Confirmation Letter; or

   ii. if the first Booking Date is less than 2 Business Days after the date You receive the Confirmation Letter — before the Start Time of the first Booking.

k) The City will charge the Fees by issuing invoices to You on a monthly basis, or otherwise at a frequency or on the dates notified to You in the Confirmation Letter.

l) If You cancel the Booking with less than 7 days written notice of the Start Date (other than cancellation under clauses 2)k) or 2)m)), You must pay the City an administration fee reasonably determined by the City to compensate the City for the cost of processing the cancellation.

m) If You change the Booking with less than 7 days written notice of the Start Date then You must pay any difference in the amount of Fees that applies to the changed Booking.

n) You must pay all invoices issued under clause 3)b) within 7 days of their issue by one of the following methods:

   i. Cash - at the City of Swan's Administration Building located at 2 Midland Square, Midland.

   ii. Credit Card (other than Diners Club) - over the phone, or in person at the City of Swan's Administration Building located at 2 Midland Square, Midland. A merchant service fee of 0.4% of the transaction value applies to credit payments.

   iii. EFT Payments to - BSB 066-115 – Account 10336498. You must quote the booking ID notified to You by the City as the reference.

4) Keys

o) This clause 4) applies if the Confirmation Letter sets out that You will require a set of keys to access the Area on the Booking Dates.

p) You must pay the Key Bond prior to the Start Date.

q) The City will not issue the keys to You until You pay the Key Bond.

r) You must pay the Key Bond by one of the following methods:

   i. Cash - at the City of Swan's Administration Building located at 2 Midland Square, Midland.

   ii. Credit Card - over the phone, or in person at City of Swan's Administration Building located at 2 Midland Square, Midland. A merchant service fee of 0.4% of the transaction value applies to credit payments.

   iii. EFT Payments to - BSB 066-115 – Account 10336498. You must quote the Booking ID as the Reference.

s) You must return the keys within 2 Business Days of the Finish Date, or at such other time or date reasonably required by the City.

t) The City may require You to return the keys after each Booking Date or after particular Booking Dates, in which case the City will make arrangements with You for the keys to be issued again before the next Booking Date.

u) The Key Bond will be held and applied against any reasonable costs incurred by the City in replacing the keys and/or changing the locks at the Area (including administrative expenses incurred in arranging the replacement of keys and/or change of locks) in the event You fail to return the keys by the times or on the dates required by this clause 4).

v) Subject to clause 4)g), following the Finish Date the City will process the refund the Key Bond within 30 days of the later of:

   i. receiving Your nominated bank account details in writing; and

i. the keys being returned to the City.

5) Area condition and use

a) To the extent permitted by law, the Area is for hire on an “as is” basis. You are responsible for ensuring that the Area is adequately furnished for Your intended purpose which may include but is not limited to tables, chairs etc.

b) You must obtain the City’s prior written permission to operate any equipment in the Area requiring 3-phase power, including but not limited to, music equipment and jukeboxes.

c) You must not at or during the Booking, without the prior written consent of the City:

   i. use smoke machines, fog machines, bubble machines, or slushy machines;

   ii. have open naked flames; and

   iii. secure any signage, poster or other similar item to any wall surface of the Area.

d) Helium balloons are permitted at the Area provided they are anchored.

e) The City is permitted to access the Area at any times during the Booking.

f) You must take reasonable steps to ensure that the Guests do not:

   i. damage the Area or any building, equipment or property of the City; or

   ii. intentionally or negligently injure any person whilst in the Area.

g) You are liable to the City for any damage to the Area, building, equipment or property of the City to the extent that such damage is caused by:

   i. You including any damage caused as a result of You failing to lock the Area after (if required); or

   ii. one or more of the Guests in circumstances where You are in breach of clause 5)f) above.

h) You indemnify, and keep indemnified, the City and its officers, employees, agents and contractors (**Indemnified Person)** against all loss, damage, cost, expense and liability claimed or suffered or incurred by an Indemnified Person arising directly or indirectly from:

   i. Your breach of these terms and conditions;

   ii. any damage caused to the Area, building, equipment or property of the City, or injury to a person, either caused by:

      1. You; or

      2. one or more of the Guests in circumstances where You are in breach of clause 5)f) above,

   but only to the extent such loss, damage, costs, expense or liability:

   iii. is directly caused by Your negligence, default or omission;

   iv. is not caused or contributed to by the negligence, default or omission of an Indemnified Person; and

   v. could not reasonably have been avoided or mitigated by an Indemnified Person.

i) If one or more Guests have caused or may have caused any damage to the Area, building, equipment or property the City, or have caused or may have caused any injury to a person, you must take all reasonable steps to cooperate with and assist the City in connection with:

   i. identifying the names and contact details of the Guests who caused or may have caused the damage or injury;

ii. identifying the names and contact details of the Guests who may have witnessed the occurrence or otherwise have information in respect of the damage or injury; and

iii. all other reasonable enquiries the City has in respect of the damage or injury.

j) You must and must take reasonable steps to ensure that the Guests comply with the Evacuation Plan available in hard-copy form at the Area.

6) Sharing the Area

a) This clause 6) applies if the Area is open to the public or is publicly accessible (for example, if the Area or part of the Area is a public park, skate park, sports oval, lake, wilderness trail or other wilderness reserve).

b) The Booking does not grant You exclusive possession of the Area.

c) You must not, and must ensure that the Guests do not, impede or obstruct any member of the public from accessing or using the Area.

7) Bouncy castles

a) If the Booking or Services include the use of a bouncy castle, You acknowledge and agree that use of the bouncy castle is subject to the following:

i. the bouncy castle must be watched at all times, and must be immediately evacuated upon any sign that it is moving or is deflating;

ii. children using the bouncy castle must be supervised at all times;

iii. only children aged between 3 and 12 years old may use the bouncy castle;

iv. all children must remove footwear and any hard or sharp objects (including all buckles, pens, purses and glasses) from their possession before being allowed to enter the bouncy castle;

v. no person may climb on or hang off the outside of the bouncy castle;

vi. only children of approximately the same size may use the bouncy castle at any one time;

vii. only six children use the bouncy castle at any one time;

viii. children must not somersault, tackle, play rough or run in the bouncy castle;

ix. children weighing more 55 kilograms must not be allowed to use the bouncy castle;

x. children must be dry before using the bouncy castle;

xi. food or drink must not be taken into or consumed in the bouncy castle;

xii. no person may jump or play on the bouncy castle's step apron;

xiii. in the event of power failure, deflation or other unplanned collapse of the bouncy castle, the following steps must be taken:

1. all users must be immediately evacuated from the bouncy castle through the front entry or roof escape;

2. it must be ensured that no person remains in the bouncy castle;

3. all people must be cleared from the area in front of and behind the bouncy castle; and

4. an employee of the City of Swan must be immediately informed.

b) You must take reasonable steps to ensure that all Guests follow the rules in this clause 7).

8) Additional Fees

a) The City may charge You any call out fees reasonably incurred by the City for security patrols or emergency services engaged by the City in connection with an incident, emergency or resident complaint that is caused or contributed to:

   i. by You; or

   ii. one or more of the Guests,

   but only to the extent that the incident, emergency or resident complaint:

   iii. could not reasonably have been avoided, prevented or mitigated by You;

   iv. is not caused or contributed to by a matter beyond Your control; and

   v. is not caused or contributed to by the negligence, default or omission of the City.

b) You will be liable for any reasonable administration costs reasonably incurred by the City in addressing anti-social behaviour or unlawful conduct by:

   i. any Guests, but only to the extent the anti-social behaviour or unlawful conduct of the Guests:

      1. could not have been reasonably avoided, prevented or mitigated by You; and

      2. is not caused or contributed to by a matter beyond Your control.

c) You will be liable for any reasonable administration costs reasonably incurred by the City in addressing any breach of the Agreement by You.

9) Compliance

a) To the extent applicable, You, and each Guest, must comply with all written laws including, but not limited to, the Liquor Control Act 1988 (WA), Public Health Act 2016 (WA), Local Government Act 1995 (WA), Working With Children (Screening) Act 2004 (WA) and all of the City of Swan's local laws.

b) Noise levels must comply with the Environmental Protection (Noise) Regulations 1997 (WA).

c) No exotic dancers, nudity or entertainment alike is permitted in the Area.

d) You must take reasonable steps to ensure that the Guests do not bring any single use plastics such as plastic bags, bottles, disposable plates, cutlery and drinking straws into the Area.

e) You must follow all signage relating to waste and recycling bins and ensure recycling bins are not contaminated.

f) You must comply with the Environmental Protection (Prohibited Plastics and Balloons) Regulations 2018 (WA), including all regulations prohibiting the release of balloons into the air.

g) You are responsible for the behaviour of all Guests.

10) Your responsibility

h) You acknowledge and agree that You enter the Area, participate in any activities at Your own risk and, to the maximum extent permitted by law, the City is not liable for any loss suffered by You arising out of or in connection with Your attendance at the Area or participation in any activities, except where such loss is caused or contributed to by the fraud, negligence, or wilful misconduct of the City.

11) City's Responsibilities

a) The City will provide the Services as set out in the Booking Form and confirmed in the Confirmation Letter.

b) The City will take reasonable care:

   i. to ensure that all utilities, services and equipment are in proper working order but will not accept responsibility for breakdowns beyond their reasonable control; and

   ii. to provide a clean and tidy Area.

c) To the maximum extent permitted by law and to the extent not caused or contributed to by the City, the City is not responsible for:

   i. any damage, theft or loss of items belonging to Your or a Guest or that are the responsibility of You or a Guest; and

   ii. any injuries which You or a Guest may at any time sustain while in and about the Area, however occurring.

12) Liquor

a) You must not consume, sell or supply liquor in the Area and must take reasonable steps to prevent liquor from being consumed, sold or supplied in the Area.

13) Health and Building Requirements

a) The Area and its surrounds are “Smoke Free”. You must not and must take reasonable steps to ensure that the Guests do not smoke or vape in the Area.

b) You must obtain all necessary health approvals in writing from the City if the event is a Public Event in or on a City facility.

c) You acknowledge that there may be time limits on making an application for approval for a Public Event, and that Your entry into this Agreement does not guarantee the approval of any such application.

d) You must provide the names of all food vans and caterers that will operate at the Area during the Booking. You must ensure that all food vans and caterers notify the City’s Environmental Health team that they will be operating at the Area. All food vans and caterers must have a Certificate of Registration under the Food Act 2008 (WA). In addition, all food vans are required to submit to the City a Notification Form for an Exempt Food Business (available here: https://www.swan.wa.gov.au/services-and-community/public-health/food-safety).

e) All rubbish must be placed in the bins provided. If You require extra bins, You must obtain these from the City by contacting Waste Services and paying the applicable fee.

f) Please contact the City’s Environmental Health team to discuss requirements for Your Booking.

g) Failure to disclose information required by this clause or the provision of misleading information to the City in relation to previous bookings made by You will be taken into consideration by the City in deciding whether or not to approve Your application.

14) Security

h) The City, acting reasonably, reserves the right to require You to obtain professional security or registered security guards for crowd control to protect the Area and to set the number of personnel required.

15) Cleaning

a) At the conclusion of Your function / activity on each Booking Date You must:

i. leave the Area, and any areas You have used in connection with the Booking, in a clean and tidy condition;

ii. wipe, dry and stack tables and chairs then return to designated storage areas; and

iii. place all rubbish in bins.

b) It is Your responsibility to remove all excess rubbish from the Area.

c) All unused food or drinks must be removed from the Area unless otherwise arranged in writing with the City.

d) If a spillage occurs, You must notify a staff member of the spillage so that it can be cleaned up.

16) Public Liability

a) You must obtain and at all times maintain public liability insurance with a reputable insurer for a minimum of $10 million and provide evidence of the insurance policy to the City on demand.

17) Governing law and jurisdiction

a) The law of Western Australia governs the Agreement.

18) Notices

a) Unless stated otherwise in the Agreement, any written notice required to be provided by You to the City under the Agreement must be given to the City in person, by email or post. A notice, approval, consent or other communication takes effect from the time it is received by the City unless a later time is specified in it.

b) A notice provided by You is taken to be received by the City:

i. in the case of hand delivery, on delivery;

ii. in the case of a posted letter, on the third clear Business Day after posting if within Australia, or the eight clear Business Day after posting if posted to or from a place outside Australia or from one state or territory in Australia to another; and

iii. in the case of email, when the email together with any relevant attachment is received into the recipient's information system in readable form,

iv. provided further that if the delivery, receipt or transmission would otherwise be taken to be received on a day which is not a Business Day or would be taken to be received after 4:00 pm on the Business Day, then then the notice will be taken to be received at 9:00 am on the next Business Day.

19) Waiver

a) If a party does not enforce a right under the Agreement at any time, it does not mean that the party may not do so in the future.

20) Severability

a) Any term or any part of the Agreement that is or becomes illegal, void or unenforceable may be severed from the Agreement and the remaining terms or parts of the terms of the Agreement continue in force.

21) Entire Agreement

b) The terms of the Agreement constitute the entire agreement between the parties.

Appendix B: Schematic diagram

2 Midland Square, Midland
PO Box 196, Midland DC WA 6936

Enquiries (08) 9267 9267
www.swan.wa.gov.au

Contact details:

Community Engagement Team

Swan.Engage@swan.wa.gov.au