



**AGREEMENT BETWEEN
THE SHIRE OF WICKEPIN**

and

Russell and Judy Gray

FOR

**THE MANAGEMENT OF
HARRISMITH CARAVAN PARK**

2019 TO 2021

AGREEMENT

AGREEMENT DATED 1st day of September 2019

BETWEEN SHIRE OF WICKEPIN of Post Office Box 19, Wickepin, Western Australia, 6370 ('the Shire')

AND Russell and Judy Gray of 28 Railway Avenue, Harrismith, Western Australia 6361

RECITALS

A. The Shire has appointed the Caretaker to provide caretaking services for the Harrismith public caravan park.

DEFINITIONS AND INTERPRETATION

1.1 Definitions

“Agreement” means this Agreement, and includes the Schedule;

“Shire” means the Chief Executive Officer of the Shire of Wickepin or authorised person; -

“Caretaker” means Russell and Judy Gray;

“Park” means the Harrismith Caravan Park located on 1 Baylon Street, Harrismith Western Australia 6361 and includes all buildings, transportable accommodation, facilities and grounds within the park boundary;

“Party” means a party to this Agreement and “Parties” has a corresponding meaning; and

“Term” means the term of this Agreement as specified in Item 1 of the Schedule.

1.2 Interpretation

- (a) A reference to legislation includes that legislation as amended, re-enacted or replaced and any subordinate legislation issued under it.
- (b) Headings of parts and clauses of this Agreement are for reference only and do not affect the interpretation of this Agreement.
- (c) Any agreement, representation, warranty or indemnity by two or more persons (including where two or more persons are included in the same defined term) binds them jointly and severally.
- (d) Any agreement, representation, warranty or indemnity in favour of two or more persons (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.
- (e) A singular word includes the plural and vice versa.
- (f) If an example is given of anything (including a right, obligation or concept) and includes something else, the example does not limit the scope of that thing.

MANAGER'S OBLIGATIONS

2.1 Engagement and Term

The Shire HEREBY ENGAGES the Caretaker to care-take the Park and perform the obligations contained in this Agreement for the Term.

2.2 Park amenity block

The Caretaker shall ensure:

- (a) male and female toilet and shower areas are inspected and cleaned at least once weekly;
- (b) Park laundry is inspected and cleaned at least once weekly;
- (c) Park washing machine is in good working order at all times; and
- (d) any mechanical, electrical and/or structural faults within the Park are reported to the Shire;
- (e) Park, gardens and barbeque area are inspected and cleaned at least once weekly;
- (f) any maintenance items requiring repair, are reported to the Shire as soon as possible;
- (g) each transportable accommodation unit is inspected, cleaned and re stocked after final check-out of the occupier or fortnightly;
- (h) linen used in each transportable accommodation unit is laundered and replaced upon final check - out of the occupier;
- (i) in the event of medium to longer term rentals of a transportable accommodation unit, that suitable arrangements for cleaning and linen be made between the Caretaker and the occupant;
- (j) each transportable accommodation unit is inspected and cleaned at least once fortnightly if unoccupied; and
- (k) any mechanical, electrical and/or structural faults within the transportable accommodation units are reported to the Shire.
- (l) Ensure gas bottles are useable at all times.

3. General Park amenity

The Caretaker shall ensure:

- (a) no dogs wander unattended around the Park grounds at any time;
- (b) no large animals are kept on the Park in accordance with the Wickepin Shire Council's Health Local Laws 2008;
- (c) noise within the Park is kept to a minimum after 9.00pm; and

4. Administration

The Caretaker shall:

- (a) ensure bookings for the caravan park and transportable accommodation unit are taken and recorded at the Park in a timely and efficient manner;
- (b) collect and safeguard all monies from fees and charges with respect to the Park;
- (c) deliver all monies collected from the Park monthly to the offices of the Shire in accordance with the procedure specified from time to time by the Shire; and

- (d) deliver to the Shire a written record of the number of persons accommodated at the Park quarterly.

5. Instructions of Shire

The Manager shall comply with any reasonable directions given by the Shire from time to time that the Shire considers necessary or convenient for the proper management, administration or operation of the Park.

6. No assignment, subcontracting or delegation

- (a) The Caretaker is not the agent of the Shire and shall not enter into any contract or do any act that is binding upon the Shire.
- (b) The Caretaker must not assign, sub-contract, transfer or delegate any of its rights or the performance of any duty or obligation in this Agreement to any person without the prior written consent of the Shire.
- (c) Any consent given by the Shire to any assignment, sub-contract, transfer or delegation of this Agreement does not relieve the Caretaker from the obligations in or liabilities arising from this Agreement and in all respects the Caretaker shall remain obliged and liable for:
 - (i) the performance of this Agreement; and
 - (ii) the acts and/or omissions of any assignee, sub-contractor, transferee or delegate.

7. Indemnity

The Caretaker indemnifies and agrees to keep indemnified the Shire from and against all actions, claims, proceedings or demands which may be brought against the Shire in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) which arises by reason of any breach of warranty, default, act or omission or any negligence by the Caretaker or by any assignee, sub-contractor, transferee or delegate of the Caretaker.

REMUNERATION

8.1 The Shire shall provide remuneration to the Caretaker as specified in Item 2 of the Schedule.

THE SHIRE'S OBLIGATIONS

9.1 Maintenance costs of the Park

- (a) The Shire shall arrange payment for stores, materials and parts required to maintain the Park under this Agreement, including but not limited to maintenance undertaken pursuant to clauses 2.2, 3, 4, and 5.
- (b) The Shire shall carry out all major or preventative maintenance at its own cost.

9.2 Water, electricity and gas

(a) The Shire shall pay for all water, electricity and gas expenses incurred by the Park.

9.3 The Shire's insurance

The Shire shall effect and keep in force throughout the Term property contents, public liability insurance policy for the Park and all equipment at the Park that is owned by the Shire.

TERMINATION AND DISPUTE RESOLUTION

10.1 Termination by agreement

Either Party may terminate this Agreement for any reason by giving three (3) months written notice to the other Party or, in that event, the Agreement terminates upon expiration of that period.

10.2 Automatic termination

Upon:

- (a) death of the Manager;
- (b) the inability of the Manager to perform the obligations under this Agreement for any reason for a continuous period of 21 days or more, unless otherwise agreed to in writing by the Shire; or
- (c) the Park being destroyed or substantially damaged so as to require rebuilding or reconstruction of the Park,

then the Agreement is terminated.

10.3 Transfer after termination

Upon termination of this Agreement, the Manager shall transfer the management and caretaking of the Park promptly, peacefully and in an orderly and timely manner to the Shire or to its successor.

10.4 No compensation after termination

Unless the Shire resolves in writing otherwise, no damages or compensation are payable to the Manager upon termination of this Agreement.

GENERAL

11. Notices

- a) Any notice to be given or served by one Party upon the other pursuant to this Agreement must be in writing and shall be sufficiently given:
 - (i) if delivered personally to or left at the address of the Party appearing in this Agreement;

- (ii). in the case of the Manager, if delivered to or left at the Park during normal business hours (8.30am to 5.00pm); or
 - (iii). if sent by prepaid post addressed to that Party at the address appearing in this Agreement.
- (b) Any notice, demand or document sent by prepaid post shall be deemed to have been received forty eight (48) hours after posting.

12. Relationship of parties

The Parties acknowledge that the relationship between them is not that of employer and employee, nor principal and agent, nor any other relationship whatsoever.



EXECUTED as an Agreement

**THE COMMON SEAL of
SHIRE OF WICKEPIN**

was hereunto affixed
in the presence of:

Chief Executive Officer
Mark J Hook

Shire President
Julie A Russell

in the presence of :

Witness: _____

Print Name: _____

Address: _____

Occupation: _____

SIGNED by _____

Print Name: RUSSELL GRAY
Caretaker

Print Name: JUDY GRAY
Caretaker

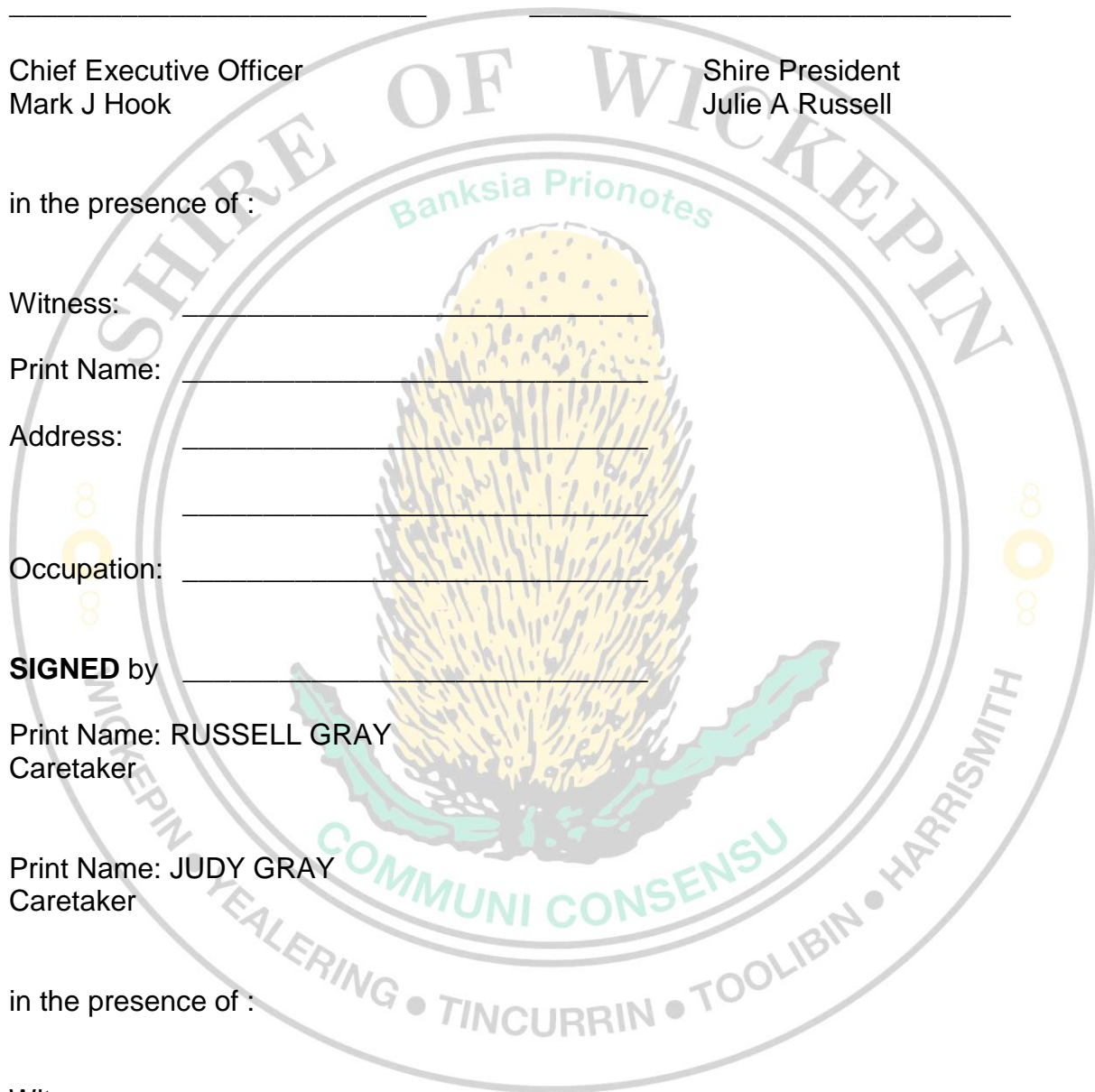
in the presence of :

Witness: _____

Print Name: _____

Address: _____

Occupation: _____



SCHEDULE

Item 1 - Term

1st September 2019 to 30th June 2021

Item 2 - Remuneration

Russell and Judy Gray of the Oasis Hotel to pay the Shire of Wickepin

(a) \$5.00 per person per night for donger accommodation;

(b) \$5.00 per site per night for Caravan Park site

