



**AGREEMENT BETWEEN
THE SHIRE OF WICKEPIN
and
PETER STRIBLING
FOR
THE MANAGEMENT OF
YEALERING CARAVAN PARK
2018 TO 2021**

AGREEMENT

AGREEMENT DATED 1st day of July 2018

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

AND Peter Stribling of 26 Roberts Street, Yealering, Western Australia 6372 ('the caretaker')

RECITALS

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

DEFINITIONS AND INTERPRETATION

1.1 Definitions

- a) **“Agreement”** means this Agreement, and includes the Schedule;
- b) **“Shire”** means the Chief Executive Officer of the Shire of Wickepin or authorised person; -
- c) **“Caretaker”** means Mr Peter Stribling;
- d) **“Park”** means the Yealering caravan park located on Sewell Street, Yealering Western Australia 6372 and includes all buildings, transportable accommodation, facilities and grounds within the park boundary;
- e) **“Party”** means a party to this Agreement and “Parties” has a corresponding meaning; and
- f) **“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.

CARETAKER'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 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 at least once weekly;
- f) any maintenance items and cleaning requiring action, are reported to the Shire as soon as possible;
- g) Liaise with cleaner when any cleaning requirements are to be done.
- h) each transportable accommodation unit is inspected, after final check-out of the occupier or fortnightly;
- 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 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 monthly.

5. Instructions of Shire

The Caretaker 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 Caretaker;
- b) the inability of the Caretaker 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 Caretaker 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, no damages or compensation are payable to the Caretaker 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 Caretaker, 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: _____

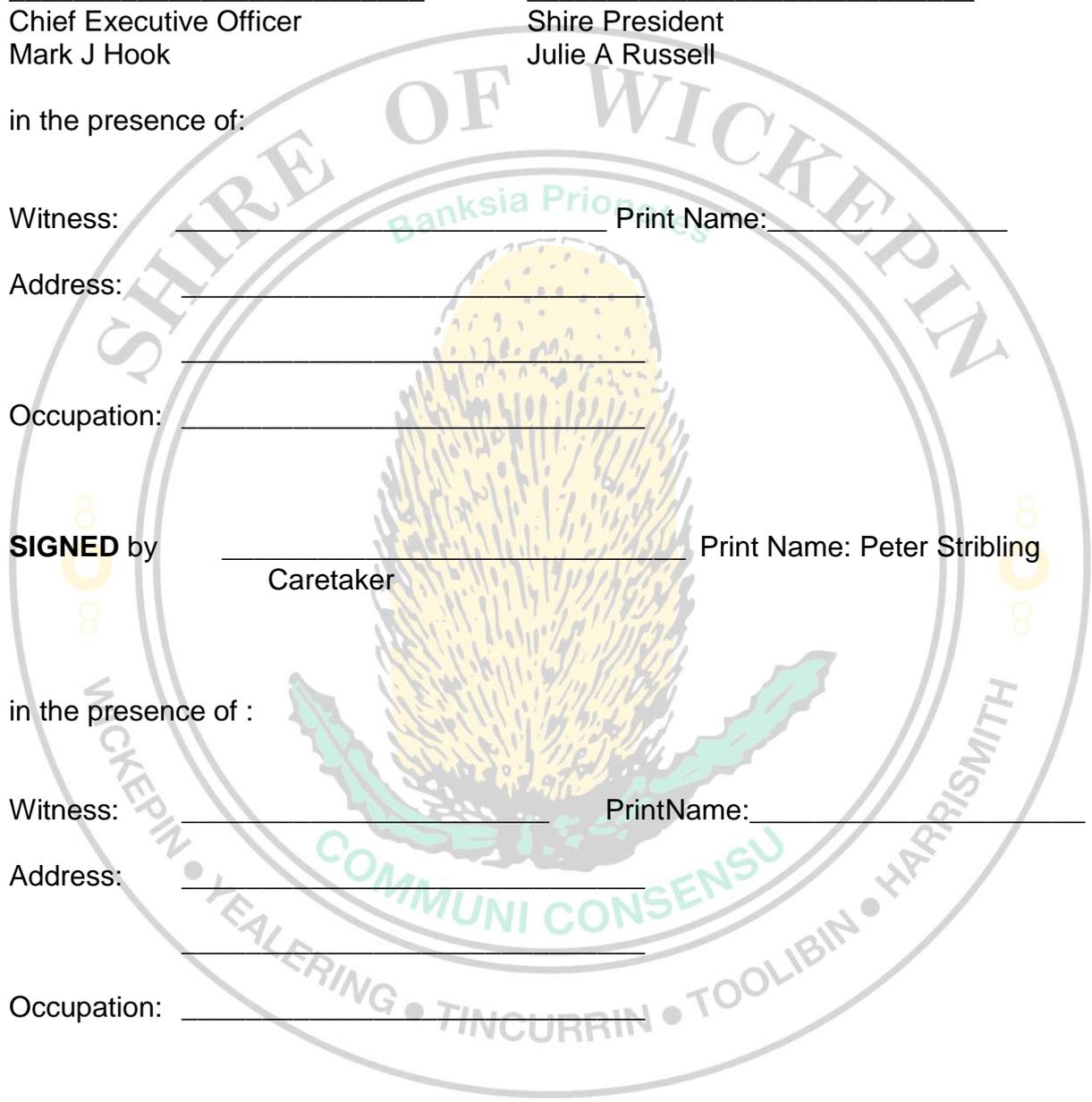
SIGNED by _____ Print Name: Peter Stribling
Caretaker

in the presence of :

Witness: _____ PrintName: _____

Address: _____

Occupation: _____



SCHEDULE

Item 1- Term – 3 years

1 July 2018 – 30 June 2021

Item 2- Remuneration

- (a) a sum equal to 10% of the gross takings of all paid bookings at the Park, payable monthly;

