

Shire Of Denmark ICR13318108	
13 MAR 2013	
EP:	A2947
COUNCILLORS	
CEO	
DIR OF FINANCE	
DIR OF PLANNING	
DIR OF INFRASTRUCTURE	
DIR OF COMMUNITY	<input checked="" type="checkbox"/>
OTHER	



*Gregg*  
*Nicola Shaw*

*Jo*  
*Jo*

8 March 2013

Dear Gregg,

Please find enclosed for your information the updated maintenance schedule for Gumnut Corner, which both groups (Playgroup and Denmark Occasional Day Care) recently updated for this year. We have completed this following our meeting with you in October last year, where the Playgroup agreed to draw up a maintenance schedule for Gumnut Corner. There are a number of small maintenance jobs which we will address through joint Busy Bees and both groups' own resources. There are also some bigger issues that will need help from the Shire through the annual maintenance budget, for example the damp in the north wall, gabling north and south, repainting the sleeping room exterior and drainage on the front path.

Also included is a report from Albert Adams on the status of the trees in the garden. Following a visit from Nathan Hall in September 2012, it was recommended that professional advice be sought about the safety of the trees and Playgroup sought two quotes. I apologise for the delay in forwarding this report to you, but it was important that both Playgroup and Denmark Occasional Day Care had the opportunity to properly consider the details. The enclosed report gives a detailed opinion and recommendation to prune and remove some trees, which in our discussions with the Day Care has caused some concern as to the amenity of the garden, but we seek your advice on the proper course of action to now take. The report cost \$198, which Playgroup has paid but would seek to recover this cost at the time when it is agreed with the Shire on what work needs to be done.

Jo is in touch with Graham about the maintenance issues, and of course please do not hesitate to contact myself (9848 1962 or nshaw2010@gmail.com) or Jo from the Day Care (9848 2160 denmarkdaycare@westnet.com.au) if any clarification is needed.

Best regards,

*Nicola Shaw*

Nicola Shaw  
Denmark Playgroup  
PO Box 238  
Denmark

## GUMNUT CORNER MAINTENANCE SCHEDULE

Last updated : March 2013

### By Frequency

- **2 months**

	Oct 2012	Dec 2012	Feb 2013	Apr 2013
Shake fire extinguisher	Done Playgroup	Done Playgroup	Done playgroup	
	Jun 2013	Aug 2013	Oct 2013	Dec 2013
Shake fire extinguisher				
	Feb 2014	Apr 2014	Jun 2014	Aug 2014
Shake fire extinguisher				

- **3 months**

	Aug 2012	Nov 2012	Feb 2013	May 2013
1. Check smoke alarms	Done DODCC	Done DODCC	Done DODCC	
	Aug 2013	Nov 2013	Feb 2014	May 2014
1. Check smoke alarms				

- **6 months**

	Oct 2012	April 2013	Oct 2013	April 2014
1.Clean gutter - east	Cleaned playgroup busy bee Oct			
2.Clean gutter - west	Cleaned playgroup busy bee Oct			

- **Every year**

	2012	2013	2014	2015
1 Change batteries in smoke alarms on April 1				
2 White ant inspection incl. garden termite mounds and bait boxes				
3 Arborist to check health and safety of large trees esp. eucalypts	Marris & lemon scented gum (and its saplings outside fence) should be removed immediately; bluegum healthy but needs selective surgery immediately & should aim for removal within 5 yrs			
4 Check north earth wall for damp, damage	Damp under east toilet window; fretting of wall outside kitchen			
Check soundness of verandah posts	Posts near sand pit rotting at base but sound			

- **Every 2 years (2012, 2014, 2016, 2018, 2020, 2022, 2024, 2026)**

	2012	2014	2016	2018
1 Check paint: 1.1 front door, frame	Fine			
1.2 exterior north window frame	Adequate; could do with another coat			
1.3 exterior south window frame	Adequate; could do with another coat			
2 Oil exterior unpainted wood: 2.1 cedar cladding				
2.2 Toilet window frames				

2.3 North gable end flashing				
2.4 South gable end flashing				

- **Every 5 years (2012, 2017, 2022)**

Check paint on door and windows under verandah

- **Every 10-15 years (2012, 2022-25)**

Repaint wood (window frames, doors and door frames, weatherboards if painted)

## GUMNUT CORNER MAINTENANCE SCHEDULE By Site Plan

### Contents

- A. Front door
- B. Indoor Play Area
- C. Back door
- D. Kitchen
- E. Toilets
- F. Store room
- G. Office
- H. Sleeping room
- I. Exterior
- J. Sheds
- K. Garden

<b>A. FRONT DOOR</b>	2012	2013	2014	2015
1 Door		Latch needs attention, possible replacement?		
2 Paint				
3 Frame		Patching where locks have been changed		
4 Architrave				
5 Weather seal				
6 Lock				
7 Door window				
8 Window above door				
9 Awning posts				
10 Awning roof				
11 Outside noticeboard		Needs painting		
12 Outside spotlight	Not working/ can't find switch	Shire list		
13 Outside fluoro light	Not working/ can't find switch	Shire list		

<b>B. INDOOR PLAY AREA</b>	2012	2013	2014	2015
1 Notice board		Painted Feb 2013		
2 Light switch near front door		See outside lighting		
3 Light fitting near front door		As above		
4 Bar heater above noticeboard		Working . need cleaning		
5 Interior western wall		Small holes need patching under heater		
6 Outer wall of store room		Crumbling at bottom RH corner		
7 Bookcase				
8 Fire emergency plans		Jo to update		
9 Fire extinguisher				
10 Office door				
11 Door frame		Drill hole for Eftpos wire		
12 Architrave				
13 Lock				
14 Window above door				
15 Sleeping room window				
16 Window frame				
17 Southern earth wall				
18 Power outlet near internal window				
20 Carpet	New laid Sept (store room door doesn't now close DODC)	Door needs shaving back on bottom		
21 Vinyl Floor		Professional		

		clean due end of year		
22 Southern windows				
23 Frame		Only 2 windows opening due to thick paint		
24 Latches		Top RH not closing		
25 Bar heater – south wall		Checked feb 2013. working		
26 Eastern earth wall				
27 Ceiling				
28 Exposed beams				
29 Gable end wall - south				
30 East light fitting - south				
31 East light fitting - centre				
32 East light fitting - north		Needs one bulb replacing and new cover		
33 Electrical services box				
34 Power outlet				
35 Bar heater – east wall		Checked feb 2013, working		
36 Air conditioner	Installed Nov 2012 DODC	Clean filter at busy bee		

<b>C. BACK DOOR</b>	2012	2013	2014	2015
1 Door		Lock in way of screen, needs replacing to have access from outside (Denmark Windows to come feb/mar 2013)		
2 Paint				

3 Frame				
4 Architrave				
5 Weather seal				
6 Lock	Snip broken; fixed Oct			
7 Bolt at base		Needs Deeper hole drilled and rubber stopper on top		
8 Door window				
10 Windows south of door		Top ones not opening, bottom ones need fixing shut and handles removed (chn safety)		
11 Window frames		Paint too thick, windows stiff		
12 Latches		Bottom RH not working, middle RH loose		
13 Windows north of door	Crack in top north pane	Denmark Windows to replace Mar 2013		
14 Window frames		Stiff due to thick paint		
15 Latches				
16 Screen door		Catching on glass door lock		
17 Screen door lock				
15 Fly wire				
16 Screen door track	Sliding action stiff: advised that lock clashes with glass door lock, so don't close screen door if glass door closed	Screen door slider sticking, wheels need replacing, denmark windows to come Mar 2013		



<b>D. KITCHEN</b>	2012	2013	2014	2015
1 Eastern window		Need to replace safety signs		
2 Eastern window frame		Paint peeling		
3. Latches		RH hanging off		
4 North earth wall				
5 North window frame		Warped at bottom due to dampness, not sealing		
6 North window sill	Needs varnish	Needs sand and varnish		
7 Tile splash back - east	Tile loose	Tile on RH side of window frame loose		
8 Tile splash back - west				
9 Power outlets - east	Replaced nov 2012			
11 Power outlet - west		Need replacing, switch loose		
12 Bench top				
13 cupboard doors		Child locks needs replacing and some doors not closing properly		
14 Hot water heater		Check temp as per regs		
15 Sink				
16 Taps		Check washers for all taps		
17 Smoke detector		Checked as above Feb2013		

<b>E. TOILETS</b>	2012	2013	2014	2015
1 Door		Stick sometimes		
2 Paint		Peeling in places		
3 Frame				

4 Architrave				
5 Door window				
6 Window beside door				
7 Window frame				
8 Earth walls		Crack along top of wall where meets cornice (above sinks)		
9 North wall – east window	cracked	Wait and see re shire fixing whole wall		
10 East window frame		Pulling away from wall at top		
11 North wall – west window				
12 West window frame		Slightly the same as east		
13 East child's toilet		Install dual flush (water saving)		
14 East child's toilet door		Remove lock		
15 West child's toilet		Install Dual flush (water Saving)		
16 West child's toilet door		Remove lock, replace inside handle		
17 Cubicle half height wall				
18 Hand basins				
19 Taps		Check washers		
20 Tiled basin splash backs				
21 Tiled floor				
22 Skirting tiles				
23 Change table				
24 Paper towel dispenser				
25 Light fitting				
26 Sliding door				
27 Sliding door latch				

28 Adult toilet				
29 Toilet roll holder				
30 Window				
31 Frame		Pulling away and wall crumbling		
32 Laundry trough				
33 Taps				
34 Wall cabinet				
35 Tiled floor				
36 Skirting tiles				
37 Light fitting				
38 Bathroom ceiling		Needs painting		

<b>F. STORE ROOM</b>	2012	2013	2014	2015
1 Door		Needs shaving at bottom, not closing properly		
2 Paint				
3 Frame				
4 Architrave				
5 Light				
6 Light switch				
7 Shelving – east				
8 Shelving - west				
9 Walls		Badly moisture damaged base of north wall, slight crumbling at base of south wall		
10 Floor/carpet				
11 Ceiling				
12 Above ceiling/		Needs good clean up (busy		

mezzanine		Bee item)		
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<b>G. OFFICE</b>	2012	2013	2014	2015
1 Door				
2 Varnish				
3 Frame				
4 Architrave				
5 Skirting				
6 Walls				
7 Ceiling				
8 Cornice				
9 Window				
10 Curtain and fixtures		Needs blind		
11 Light				
12 Light switch				
13 Floor/carpet				
14 Power switch				
15 Phone/ computer connections				

<b>H. SLEEPING ROOM</b>	2012	2013	2014	2015
1 Door				
2 Paint/varnish				
3 Frame				
4 Architrave				
5 Skirting		Few small gaps		
6 Walls		Touch up paint few small gaps		
7 Ceiling				
8 Cornice				
9 Window		Needs sealing under windowsill		
10 Curtain and fixtures				
11 Light				
12 Light switch				
13 Floor/carpet		Requires steam clean		
14 Baby				

monitor connection				
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<b>I. EXTERIOR</b>	2012	2013	2014	2015
1 Verandah posts	3 near sand pit rotting at base but sound	Still sound, keep eye on and replace within 2years		
2 Verandah roof	Screws need replacing Done by Shire Oct2012	Exposed beams and timber need painting (mostly on ends)		
3 Verandah concrete floor		High pressure clean		
4 Sand pit				
5 Exterior light		Switch? check		
6 Shelf near sand pit				
7 Front (west) earth wall		Some patching required near conduit		
8 Front cedar wall/ Gabling		Badly cracked and weathered, needs repairs and painting or replacing		
9 Office window				
10 South cedar wall /Gabling		Badly cracked and weathered, needs repairs and painting or replacing		
11 East, south and west cedar wall (outside cot room)		Needs painting		
12 Sleeping room window				
13 South earth wall		Some water damage around windows		
14 South windows	Rotten flashing replaced Aug bottom panes	Repaired and putty replaced, repainted		

	need new putty repair	Feb2013		
15 East earth wall				
17 East windows				
18 North wall	Water damage under east toilet window; Shire to follow up 2013. fretting outside kitchen	Getting worse along whole wall, follow up up with shire, add to budget submission if necessary		
19 North windows	East toilet window cracked; frames need oil, flashing	As above		
20 Tap				
21 Drainage channel	Remove weeds; add blue metal	Still needs attention		
22 Roofing iron				
23 Roof screws	Rusting: urgently need replacing. Done Shire Oct2012			
24 Ridge capping	Needs anchor points for maintenance safety	Needs anchor points for maintenance safety ?? check with shire		
25 Front gutters				
26 Back gutters				
27 Insulation		? none		
28 White ant inspection				

<b>J. SHEDS</b>	2012	2013	2014	2015
1 Washing machine shed body	Washing machine area to be brought up to standard, ie sealed, tiled, electricity connected	Usable as is, needs a tidy. Shire request to bring up to standard, may be a submission item.		
2 Roof				
3 Door				
4 Lock	Not in use	Needs new padlock		
5 Floor	To be brought up to standard for a wet area	Weeds coming through slabs		
6 Power outlet	To be installed	Done late 2012		
7 Light fitting	To be installed	Done late 2012		
8 Plumbing				
9 Toy shed body				
10 Roof				
11 Roller door				
12 Lock	Broken or key lost	Install bolt type lock?		
13 Concrete floor				
14 Shelving				

<b>K. GARDEN</b>	2012	2013	2014	2015
1 Car park		Needs weeding		
2 Letter box				
3 Front gate	Make self-closing	Needs fixing to self close		
4 Latch	Make child proof	Move child proof latch higher on gate so out of reach of children		
5 Front fence				
6 Front path		Pebbles washing down in rain. Need to Install Drainage and paving or bitumen		

7 Front garden		Needs Weeding Install weed mat and new mulch, possibly add extra native plants		
8 Tap connection		No tap fitted might be good to add one.		
9 Back fence (south side, near Visitors' Centre)				
10 Vehicle gate				
11 Back fence (east side, nr Ocean Beach Road)				
12 Back fence (north side, near South Coast Hwy)				
13 Back fence (west side, nr washing machine shed)				
14 Border garden (west, along cedar wall)	Bed must be lowered to expose foundation; done Oct busy- bee			
15 Border garden (south)				
16 Border garden (east)				
17 Border garden (north)				
18 Three small marri trees (nr washing machine shed)	Arborist Advised to remove	Arborist Advised to remove		
19 Bluegum	Remove bark caught in branch cleft and dead leaves and	Arborist advised immediate pruning and		



	bark from base. Done DPG busy bee. Arborist advised immediate pruning and removal within 5 yrs	removal within 5 yrs. See arborist report. Further investigation required		
20 Cubby roof				
21 Cubby walls	Window netting replaced DODCC			
22 Cubby floor				
23 Cubby stumps				
24 Cubby ramp				
25 Leaf litter under and around cubby	Removed Oct DPG busy bee			
26 Lemon scented gum	Advised to remove urgently	??why		
27 Hakea laurina		?		
28 Apricot tree				
29 Frames and netting				
30 Peppermint near sleeping room	Prune back to at least 0.5m before summer 2012/2013; done Oct busy- bee DPG			
31 Raised garden beds				
32 Lawn				
33 Slab path		Loose slab fixed DODCC jan 2013		
34 pebblecrete circular path				
35 Tunnel	Painted DODCC busy bee			
36 Sand pits		Need raking		

		and refill		
37 Sand pit wall				
38 large permanent playground equipment (in large sandpit area)				
38 small playground structures		DODCC wish to move the three smaller structures and assemble them together along the eastern side of the garden under the large tree		
39 Shade sail posts in sand pit				
40 Shade sail posts near verandah				
41 Large stumps				
42 Tree slab table and benches		Bolts pulling through timber on table and benches. Needs to be fixed as tipping up if standing on the end. (unsafe)		
43 Outside fences: remove dead vegetation, sticks, bark, leaf litter, esp. along S. Coast Hwy	Dead bracken and kangaroo paw stems in copse on corner of car park and bark near bluegum are worst. Also pile of debris on south side near Visitors'	Needs cleaning up twice a year. Busy bee item		

	Centre. Bluegum bark remove at Oct busy-bee			
44 Outside fences: remove weeds (watsonia and Brackenfern)	Worst along South Coast Highway and esp. copse	Denmark weed action group have removed some in the area behind the shed, ongoing.		
45 Termite mound check and bait boxes				

#### BUSY BEE ITEMS FOR APRIL AND OCTOBER 2013

Weed removal and killing

General garden tidy

Painting outside timber surfaces

Small maintenance items

Window washing

Gutters cleaned

Cobwebs removed inside and out and along fences (spray if necessary)

Clean out and sweep, decobweb sheds



## ARBORIST

PO Box 957 Denmark  
Western Australia 6333  
Tel/Fax: (08) 9840 9918  
Mob: 0407 936 490  
Email: greenman@westnet.com.au

9<sup>th</sup>. November 2012

Trish Thornber  
Denmark Playgroup & Denmark Occasional Day Care  
Gum Nut Corner  
South Coast Highway  
Denmark  
WA, 6333

Dear Trish,

**Quotation: Arboricultural Works**  
**Quote No. 0548**

As discussed here is our quote to undertake the following works:

Here is our quote to carry out the following works:

**Item A** Large Blue gum tree

- A.1 Aerially dismantle and fell the large blue gum tree located on the inside and close to the northern boundary fence of the fenced in playground of the day-care centre. The stump of the tree is to be cut off as close to ground level as possible and is to be treated with herbicide to control coppice..
- A.2 Remove all materials arising from the works described in #A.1 from the property.
- A.3 Tidy up site on completion of works.

The cost of carrying out the works described above will be:

**\$2,250.00 + \$225.00 (GST) = \$2,475.00**

**Item B** Hazard reduction

- B.1 Aerially dismantle and fell the tall Sydney gum tree located on the inside and close to the eastern boundary fence of the fenced in playground of the day-care centre. The stump of the tree is to be cut off as close to ground level as possible.
- B.2 Aerially remove 2x large lateral limbs extending out over the day-care play area from the large blue gum tree described in Item A above as discussed. Branches will be removed by qualified tradesmen to Australian Standards specifications.

- B.3 Fell the 3x small marri trees located close to the north east corner of the Day-care building. Stumps are to be cut off as close to ground level as possible and are to be treated with herbicide to control coppice.
- B.4 Fell 3x Sydney gum saplings located adjacent to but on the outside of the fence surrounding the day-care play area. Trees are located on the north side of the fenced in play area. Stumps are to be cut off as close to ground level as possible.
- B.5 Remove all materials arising from the works described in Item B from the property.
- B.6 Tidy up the site on completion of works.

The cost of carrying out the works described above will be:

**\$1,500.00 + \$150.00 (GST) = \$1,650.00**

Should you decide to go ahead with any of the items of works described above, please indicate which item you would like us to proceed with and return a signed copy (please also initial page 1 of the quote) of this quotation to us.

This quote is valid for 60 days.

Yours sincerely,



Albert Adams



Cert No.: AU-0034A

**Date:**

**Signature:**



ABN 68 578 245 820

## ARBORIST

PO Box 957 Denmark  
Western Australia 6333  
Tel/Fax: (08) 9840 9918  
Mob: 0407 936 490  
Email: greenman@westnet.com.au

9<sup>th</sup>. November 2012

**Trish Thornber  
Denmark Playgroup & Denmark Occasional Day Care  
Gum Nut Corner  
South Coast Highway  
Denmark  
WA, 6333**

Ref: RP12-46

Dear Trish,

**Visual Tree Inspection  
Previously Lopped Blue Gum Tree**

In October 2012 I was requested by you to carry out an inspection of a large blue gum tree located inside the fenced off outdoor play area on the east side of the Denmark Playgroup building located at the above address.

I visited the site at about 9am on 29/9/12 to inspect the tree.

The tree was observed to be located just inside of the northern fenced boundary of the Playgroup's outdoor play area.

The tree was identified as a large Tasmanian blue gum (*Eucalyptus globulus*) tree.

The tree was observed to have been topped on at least on two occasions in the past.

Topping is identified by the International Society of Arboriculture and is widely accepted by professional arborists worldwide as perhaps the most harmful tree pruning practice known.

Topping is the indiscriminate cutting of tree branches to stubs or lateral branches that are not large enough to assume the terminal role. Other names for topping include "lopping."

A common reason given for topping is to reduce the size of a tree. Property owners and managers often feel that their trees have become too large for the site. People fear that tall trees may pose a hazard. Topping, however, is not a viable method of height reduction and certainly does not reduce the hazard. In fact, topping will make a tree more hazardous in the long term.

Topping typically removes 50 to 100 percent of the leaf-bearing crown of a tree. Because leaves manufacture the food required for a tree to grow and survive, removing them can temporarily starve a tree. Severely topping a tree usually triggers a survival mechanism. The tree now under severe stress needs to put out a new crop of leaves to manufacture the

carbohydrates required for respiration, and therefore survival, as soon as possible. The tree activates dormant buds, forcing the rapid growth of multiple epicormic shoots below each cut. If a tree does not have the stored energy reserves to do so, it will be seriously weakened and may die.

A stressed tree is more vulnerable to insect and disease infestations. Large, open pruning wounds expose the sapwood and heartwood to attacks. The tree may lack sufficient energy to chemically defend the wounds against invasion, and some insects are actually attracted to the chemical signals trees release.

The preferred location to make a pruning cut is just beyond the branch collar at the branch's point of attachment. The tree is biologically equipped to close such a wound, provided the tree is healthy enough and the wound is not too large. Cuts made along a limb between lateral branches create stubs with wounds that the tree may not be able to close. The exposed wood tissues begin to decay. Normally, a tree will "wall off," or compartmentalize, the decaying tissues, but few trees can defend the multiple and/or severe wounds caused by topping. The decay organisms are given a free path to move down through the branches/stem.

The survival mechanism that causes a tree to produce multiple epicormic shoots below each topping cut comes at great expense to the tree. These shoots develop from buds near the surface of the old branches. Unlike normal branches that develop in a socket of overlapping wood tissues, these new shoots are anchored only in the outermost layers of the parent stem.

The new shoots grow quickly, as much as 3 meters in one year, in some species. Unfortunately, the shoots are prone to breaking, especially during windy conditions.

Ironically while it may have been a goal to reduce the tree's height and make it safer, topping the tree has made it more hazardous than before.

The natural branching structure and growth form of a tree has evolved to optimise environmental conditions. Trees form a variety of shapes and growth habits, all with the same goal of presenting their leaves to the sun. Topping removes the ends of the branches, often leaving ugly stubs. Topping destroys the natural form and structural integrity of a tree.

A topped tree appears disfigured and mutilated. A tree that has been topped can never fully regain its natural form.

The costs associated with topping a tree are considerable.

If the tree survives, it will require pruning again within a few years. It will either need to be reduced again or storm damage will have to be cleaned up. If the tree dies, it will have to be removed.

Topping is a high-maintenance pruning practice, with some hidden costs.

One possible hidden cost of topping a tree is potential liability.

Topped trees are prone to breaking and can be hazardous. Because topping is considered an unacceptable pruning practice, any damage caused by the branch failure of a topped tree may lead to a finding of negligence in a court of law.

When a tree must be reduced in height or spread; providing clearance for utility lines is an example. There are recommended techniques for doing so as specified in the Australian Standards for Pruning Amenity Trees. Branches should be removed back to their point of

origin. If a branch must be shortened, it should be cut back to a lateral that is large enough to assume the terminal role.

This method of branch reduction helps to preserve the natural form of the tree. However, if large cuts are involved, the tree may not be able to close over and compartmentalize the wounds.

A professional arborist can determine the type of pruning that is necessary to manage trees. A professional arborist can provide the services of a trained crew, with all of the required safety equipment and liability insurance.

Because of the rapid development of epicormic growth after being lopped in the past, the blue gum tree that is the subject of this letter was observed by me at the time of my inspection of the tree to have developed a large, many branched and complex canopy.

As described above, epicormic growth is usually poorly anchored to the original stem and the original stem is often affected by decay as a result of being topped.

In my opinion the blue gum tree under discussion in this document, as a result of having been topped in the past, is likely to become unstable over the next five years.

I highly recommend that the tree be removed to ground level within five years of the date of this letter and that until the tree is removed, it be inspected on an annual basis by a qualified arborist to identify any sign of the tree becoming unstable.

Yours sincerely,



Albert Adams

F.D.Sc. Arboriculture (Uni. Central Lancs., UK)  
Advanced Dip. Nature Conservation (Cape Tech., ZA)  
Cert. III Hort. (Arboricultural Trades Person))  
Cert. IV Workplace Assessment and Training  
Quantified Tree Risk Assessment Licensee (No.2377)



Cert No.: AU-0034A





Roderick's Tree Lopping  
and  
Landscaping Services



QUOTE

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17 Welsh Street  
Denmark WA 6333  
PO Box 411  
ABN 121 515 02144

Telephone: 08 9848 1113  
Mobile: 0428 481 280  
paulmugg@bigpond.net.au

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**Denmark Playgroup/Gumnut Corner**

*Cnr Ocean Beach Road and Sth Coast Hwy*

*This is a Quote for one large Blue Gum and two small Marri trees*

*The blue Gum has been trimmed badly in the past, so you have two choices, one remove the tree and plant something appropriate. Two trim the tree back to make it safe, but this option will only last you 5 years. I also recommend the removal of the marris if we top them they will become dangers in the future.*

*To takedown all three trees and stump ground*

*\$2500.00GST Included*

*To trim all three trees*

*\$232.00GST included*

*51232*

Kindest regards  
Paul Muggeridge  
0428481280

## SUBMISSION TO COUNCIL RE: LEASE OF 81 SOUTH COAST HIGHWAY

To Mr Gregg Harwood

Director of Community and Regulatory Services.

The Management Committee of Denmark Occasional Day Care Centre Inc (DODCC) submit a request to secure a formal lease with the Shire of Denmark for the premises at 81 South Coast Highway, Denmark.

We want to demonstrate that our organisation is the best choice to manage the premises for the Shire of Denmark and for the wider community.

### A brief history

Our community based, not for profit, childcare service has held a license to operate on the current site since 1996.

Initially we operated three days per week, with a playgroup holding a morning session on the remaining 2 days. During this time the two groups shared all responsibilities equally including maintenance of the property, cleaning, payment of bills such as electricity, phone and insurance. Towards the end of their tenure the playgroup was unable to continue to pay 50% of the bills and DODCC took responsibility for a greater portion. The playgroup began running only one session per week, with the idea that DODCC could then provide more day care services as required.

The playgroup committee disbanded in 2009 and handed over control of the building to Denmark Occasional Day Care Centre Inc (DODCC). Our childcare service has since been operating Tuesday through Friday, 8am to 4pm, weekly from June 2010. We have been exclusively responsible for the building utilities from 2009 to 2013. We currently hold insurance policies for Public Liability and Workers Compensation.

In March 2011 a new playgroup was formed and made a request to DODCC to "rent" the building, grounds and equipment in order to run sessions on a Monday morning when the centre was closed. Our committee agreed to this although subject to change. In order to meet the growing needs of the community, we may need to increase our days of operation to include the Mondays. At the time an agreement was written by the Director of DODCC and signed by the playgroup committee chairperson, which outlined the playgroups use of the premises and an hourly charge of \$10 to help cover utilities and consumables. The agreement was renewed with the current playgroup committee from April 2012 and is ongoing.

### Benefits to the Community

DODCC has to date provided an invaluable service to the community. The long day care service in town (Little Whalers) is often full and we are able to offer more varied options with a pay as you use system for families requiring care for young children. Our service has smaller groups of children with shorter session times and children are cared for in a multi age group setting, which is preferable for many families as siblings can spend the day together.

We provide respite for parents whilst giving care and early education for children. For working parents, especially teachers, nurses and shift workers we offer flexible times and days for care. This option is rare in childcare as in most services parents are required to pay for a permanently booked place for their child. Many of our parents are employed locally and without our service may have to travel to Albany or further to find childcare places.

Many families, both local and visitors to town, use our service whilst they shop in Denmark, attend medical or other appointments or visit local attractions, wineries, restaurants etc, or to volunteer for other community groups.

The children and families who have utilised our service reflect the diversity of our community. We bring families together and build a sense of community through regular fundraising, social and volunteering events. We plan in the future to modify the building to allow better access for people with disabilities.

We employ at least 4 permanent or part-time staff and extra casual staff as required. We also have a community volunteer management committee of at least 6 members. All employees and committee members live in Denmark. Many of the staff, volunteers and families using the service are ratepayers in the Shire of Denmark.

### Regulations and Funding

The Education and Care Services National Law Act (2012) refers to “the suitability of the education and care service premises and the site and location of those premises for the operation of an education and care service”. Within the Education and Care Services National Regulations, we are required to hold a Service Approval (formally referred to as a child care license). As a part of this the service must state that we have “the right to occupy and use the premises and any document evidencing this, Example, a lease of the premises”. Also under this act and regulations we are required to develop, maintain and clean the premises to a very high standard. This is required for the health and safety of children, parents, staff and others who may use the facility.

Our service is registered with the WA Regulatory Authority to undergo continuous improvement through the National Quality Standards, with the Australian Children's Education and Care Quality Authority (ACECQA). We are also registered with and receive the bulk of our funding from the Department for Communities, to which we are reportable in our activities and utilisation. We are currently in the process of discussions regarding obtaining approval for the Child Care Benefit and Child Care Tax Rebate, to further assist families who utilise our service.

Our service is in a very good position to obtain funding and grants from various sources to improve and maintain the building and facilities. In recent years we have been successful in obtaining \$27,423 in grants that have been used to install the new playground, shade sails, kitchen garden, air conditioner, new carpet and equipment. This is in addition to the \$24,000 we receive annually from the Department for Communities for operational costs. We are also eligible for up to \$15,000 per year through the Department for communities Regional Childcare Development fund. We are currently applying for this grant to upgrade the kitchen facilities. The committee is discussing further projects such as extensions to the building and further improvements to the playground.

### Maintenance of Premises and Equipment

Under the Denmark Shire's policy (P110102) Leasing of land and/or buildings to community groups, DODCC fulfils the requirements for community groups exclusively occupying council property, except for that of having a signed not for profit lease.

DODCC is listed as receiving \$2000 annually from the shire (subject to annual budget deliberation) to be used for maintenance. Whilst there was an increase in this amount last year due to the age of the building and extra maintenance being required, all other expenses for maintenance and improvements has come from our own fundraising, securing grants and through the use of volunteers.

DODCC has been responsible for implementing many improvements to date including

- Installation of the new large playground structures
- 4 shade sails over areas of the playground including painting and decoration of the poles
- Partially enclosing the veranda and small sandpit area

- Kitchen garden project (ongoing)
- Addition of a sliding security screen door to outside area
- Painting of window and door frames
- Permanent shelving to both sheds
- Patching of rammed earth walls
- Jarrah shelving in kitchen
- Regular lawn mowing and gardening maintenance
- Installation of power and water to the laundry shed
- Installation of reverse cycle air conditioning
- New carpets, and shelving unit in the playroom
- Various small maintenance jobs (ongoing)

DODCC is currently working in collaboration with the playgroup to keep track of maintenance required through a written maintenance schedule, and to increase the volunteer pool for our regular “busy bee” days.

DODCC is responsible for ensuring a clean and hygienic environment including vermin control and waste removal. Centre employees clean the kitchen, bathroom, bedding and floors daily and take measures to ensure further cleaning is done regularly as required.

DODCC staff, committee members and parents feel a sense of ownership and pride in the centre and constantly work toward improving the centre for the benefit of the children and families using the service and the wider community.

DODCC has purchased or acquired, and owns the vast majority of the equipment at the premises and is directly responsible for the maintenance and replacement of items as required. These include all toys, books and games, high quality educational resources, kitchen appliances, cooking equipment, crockery and utensils, bedding, computers, furniture, art and craft items, cleaning equipment and consumables. A small number of items belonging to the playgroup are permitted to be kept at the centre.

### In Summary

DODCC want to sign a lease with the Shire of Denmark for the building and grounds at 81 South Coast Hwy. We have been the main users of the building and grounds since 1996 and have been responsible for most of the maintenance, cleaning and payment of bills. This responsibility is imperative to providing a quality childcare service which meets regulatory requirements.

DODCC provides a valuable service for families with young children. We plan to continue to provide quality childcare for local families from our current premises. We make an ongoing commitment to improving our service, including the building and grounds, for the future use of our growing community.

### Supporting Documentation

Please find enclosed several documents to support our submission

- Cert of Incorporation
- Copies of Provider and service approvals
- Copies of Insurance Certificates
- Copies of utilities accounts (telephone, water, electricity, internet access etc)
- Copy of agreement with playgroup



Government of **Western Australia**  
Department of **Commerce**

**WESTERN AUSTRALIA**

*Associations Incorporation Act 1987*  
(Section 9(1))

Registered No.: A1005704F

## **Certificate of Incorporation**

This is to certify that

**DENMARK OCCASIONAL DAY CARE CENTRE INC.**

was on the tenth day of October 1996  
incorporated under the *Associations Incorporation Act 1987*.

A handwritten signature in black ink, appearing to read 'D. S. Smith'.

Commissioner for Consumer Protection

This is a **REPLACEMENT CERTIFICATE** issued on the twenty-second day of July 2010



Government of **Western Australia**  
Department of **Commerce**

THE PROPRIETOR  
GUMNUT CORNER DENMARK OCCASIONAL DAYCARE  
CENTRE  
81 SOUTH COAST HIGHWAY  
DENMARK WA 6333

**WESTERN AUSTRALIA**

Business Names Act 1962 Section 7(4) and (5)

Business Number : BN11733275

**Certificate of the Registration  
of a Business Name**

I hereby certify that the name

**GUMNUT CORNER DENMARK OCCASIONAL DAYCARE  
CENTRE**

was on the third day of November, 2010  
registered as a business name under the Business Names Act 1962.  
Renewal falls due on the third day of November, 2013  
and each third year thereafter.

Dated this third day of November, 2010

Commissioner for Consumer Protection

**CERTIFICATE**



# Provider Approval

## *Section 15, Education and Care Services National Law (Western Australia)*

This provider approval authorizes the approved provider to operate an approved education and care service and an associated children's service if the approved provider is the holder of the service approval for those services.

<b>Provider Approval Number</b>	PR-00007291
<b>Provider Name</b>	Denmark Occasional Day Care Centre Inc.
<b>Provider Address</b>	81 South Coast Highway DENMARK WA 6333
<b>Date Approval Granted</b>	1 August 2012

### **Prescribed Conditions:**

1. It is a condition of this approval that the approved provider must comply with the provisions of the *Education and Care Services National Law (Western Australia)* and the *Education and Care Services National Regulations*
2. It is a condition of this approval that the approved provider must respond to any communication received from a Regulatory Authority within the reasonable period specified in that communication.

### **Additional Conditions:**

<N/A>

**Signed:**

**Name:** Jon Pilkington  
**Position:** Director

Department for Communities Education & Care Regulatory Unit (Western Australia)



Government of **Western Australia**  
Department for **Communities**  
Education and Care Regulatory Unit

# Service Approval

## *Section 48, Education and Care Services National Law (WA) Act 2012*

<b>Service Approval Number</b>	SE-00012535
<b>Service Name</b>	Denmark Occasional Day Care Centre
<b>Provider Name</b>	Denmark Occasional Day Care Centre Inc.
<b>Service Location</b>	81 South Coast Highway, DENMARK WA 6333
<b>Date Approval Granted</b>	15 June, 2012
<b>Maximum number of children</b>	19

### **Prescribed Conditions:**

1. The approval is granted subject to the conditions as set out in Section 51 of the Education and Care Services National Law (National Law) and any conditions prescribed in the Education and Care Services National Regulations.

### **Additional Conditions:**

<N/A>

**Signed:**

A handwritten signature in black ink, appearing to read 'Jon Pilkington'.

**Name:** *Jon Pilkington*

**Position:** *Director*

Department for Communities Education & Care Regulatory Unit (Western Australia)



# Statewide Insurance Brokers Pty Ltd

ABN 87 008 743 280

ACN 008743280

ABN: 87008743280

Level 2  
78 Mill Point Road  
SOUTH PERTH WA 6151

PO Box 240  
SOUTH PERTH WA 6951

Tel: 9474 4344  
Fax: 9474 2080

## CERTIFICATE OF INSURANCE

**From:** MARINA ROW

We hereby confirm that we have arranged the insurance cover mentioned below:

Denmark Occasional Daycare  
Cnr South Coast Hwy & Ocean Beach Rd  
DENMARK WA 6333

**Date:** 15/03/2013

**Our Reference:** DENMA 01

**RENEWAL**

Page 1 of 2

**Class of Policy:** Liability Insurance  
**Insurer:** QBE Insurance (Australia) Limited  
Level 18 / 200 St Georges Terrace Perth WA 6000  
ABN: 78 003 191 035  
**The Insured:** Denmark Occasional Childcare Centre Inc

**Policy No:** 70-12J2604-PLB  
**Invoice No:** 8454  
**Period of Cover:**  
From 30/06/2012  
to 30/06/2013 at 4:00 pm

### Details:

See attached schedule for a description of the risk insured

### IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer  
 has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured  
 part paid by the Insured  
 paid in full by the Insured  
 paid by Monthly Direct Debit

Premium Funding

- This policy is Premium Funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

## Schedule of Insurance

Page 2 of 2

<b>Class of Policy:</b> Liability Insurance	<b>Policy No:</b> 70-12J2604-PLB
<b>The Insured:</b> Denmark Occasional Childcare Centre Inc	<b>Invoice No:</b> 8454
	<b>Our Ref:</b> DENMA 01

INSURED A.B.N. : 77 885 004 184  
GST REGISTERED : Yes  
ITC % CLAIMED : 100%

### COVER:

Legal Liability to pay for compensation in respect of:-

- A. Personal Injury
- B. Damage to Property

occurring during the Period of Insurance as a result of an occurrence in connection with the Insured's Business or caused by any of the Products manufactured, sold or supplied by the Insured.

### LIMITS OF LIABILITY:

Public Liability - Limit any one occurrence	\$ 10,000,000
Products Liability - Limit any one occurrence	\$ 10,000,000

# Statewide Insurance Brokers Pty Ltd

ABN 87 008 743 280

ACN 008743280

ABN: 87008743280

Level 2  
78 Mill Point Road  
SOUTH PERTH WA 6151

PO Box 240  
SOUTH PERTH WA 6951

Tel: 9474 4344  
Fax: 9474 2080

## CERTIFICATE OF INSURANCE

**From:** MARINA ROW

We hereby confirm that we have arranged the insurance cover mentioned below:

Denmark Occasional Daycare  
Cnr South Coast Hwy & Ocean Beach Rd  
DENMARK WA 6333

**Date:** 15/03/2013

**Our Reference:** DENMA 01

**RENEWAL**

Page 1 of 2

**Class of Policy:** Workers Compensation Insurance  
**Insurer:** QBE Insurance (Australia) Limited  
Level 18, 200 St Georges Terrace, Perth 6000  
ABN:  
**The Insured:** Denmark Occasional Daycare Centre Incorporated

**Policy No:** PEW038017GWC  
**Invoice No:** 1108  
**Period of Cover:**  
From 30/06/2012  
to 30/06/2013 at 4:00 pm

### Details:

See attached schedule for a description of the risk insured

### IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer  
 has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured  
 part paid by the Insured  
 paid in full by the Insured  
 paid by Monthly Direct Debit

Premium Funding

- This policy is Premium Funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

## Schedule of Insurance

Page 2 of 2

<b>Class of Policy:</b> Workers Compensation Insurance	<b>Policy No:</b> PEW038017GWC
<b>The Insured:</b> Denmark Occasional Daycare Centre Incorporated	<b>Invoice No:</b> 1108
	<b>Our Ref:</b> DENMA 01

WORKCOVER NO. : WC05692221  
INSURED A.B.N. : 77 885 004 184  
GST REGISTERED : Yes  
ITC % CLAIMED : 100%

### COVER:

Legal Liability to Employees under the WA Workers' Compensation and Assistance Act (1981) and at Common Law (Sub-contractor's excluded from Common Law cover) - Including Overseas and Interstate visits, by WA residents, but limited to 24 months duration (Overseas visits are excluded from Common Law cover).

LIMIT OF INDEMNITY: As Per Act

### COMMON LAW LIMITS:

Any One Person \$ 50,000,000  
Any One Event \$ 50,000,000



# Shire of Denmark

ABN 24 355 062 623  
953 South Coast Highway  
PO Box 183 Denmark WA 6333  
Telephone: (08) 9848 0300 Facsimile: (08) 9848 1985  
Office Hours: 9.00 a.m. - 4.00 p.m. Monday to Friday  
Email: enquiries@denmark.wa.gov.au

DENMARK OCCASIONAL DAY CARE  
81 SOUTH COAST HIGHWAY  
DENMARK WA 6333

DATE 23/11/2012

Customer Number 30964

Page No Page 1 of 1

## TAX INVOICE

INVOICE No.	DESCRIPTION	GST	TOTAL
16106	Water Corporation Water Use Charges 10 Aug 2012 AC# 90 06294 26 6 14 Mar 2012 - 11 Jul 2012 27 units over 119 days		41.30

This invoice includes no GST

*Cher 684*

TOTAL PAYABLE 41.30

SIGNATURE 

*480202.242*

Interest is charged on overdue amounts @ 13.39% p.a.



## Water Use Account

Issue date 10 August 2012  
 Bill ID 0096

Account number 90 06294 26 6  
 Please pay \$41.30  
 Payment due by 7 Sep 2012



050N 0000018 010000


SHIRE OF DENMARK  
 PO BOX 183  
 DENMARK WA 6333



Account for KINDERGARTEN AT SOUTH COAST HWY DENMARK LOT 500 RES 37516  
 CUSTOMER REFERENCE - DENMARK PLAY GROUP

Your account summary (GST does not apply to this account)

Description	Payment due	Amount
Water use charges 14 Mar 2012 to 11 Jul 2012	7 September 2012	\$41.30
Turn over for important information	Total	\$41.30

50911  
**SHIRE OF DENMARK**  
 GOODS / SERVICES RECEIVED IN  
 ACCORDANCE WITH QUOTE / ORDER  
 PRESENTED  
 TO COUNCIL 25 SEP 2012  
 ON  
 SIGNATURE 

480202.242

Interest is charged on overdue amounts @ 13.39% p.a.

12 289 1930

ABN: 71 743 446 839  
GPO Box U1913  
Perth WA 6845



050-3726

DENMARK OCCASIONAL DAY CARE CENTRE  
81 SOUTH COAST HWY  
DENMARK WA 6333

**ENQUIRIES**

13 13 54

T T Y: (08) 9221 8608

Interpretor Service 13 14 50  
synergy.net.au

Date of Issue 13/12/2012

**Payable By**

**03 Jan 2013**

**TOTAL DUE**

**\$136.15**

(includes GST)

**Account Summary:**

Total of Previous Bill	Payments & Adjustments	Balance	Current Charges		TOTAL DUE
\$276.80	\$276.80CR	\$0.00	\$136.15	=	\$136.15

See over for details.

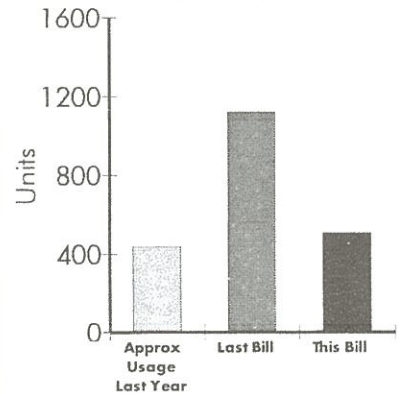
**Supply Period:** For 58 Days From: 16 Oct 2012 To: 12 Dec 2012  
**Supply Address:** LOT 933 SOUTH COAST HWY DENMARK 6333

From 1 July 2012 a carbon charge was incorporated into your energy charge. The carbon charge of 2.255c/unit is Synergy's estimate of its likely cost for the Federal Government's carbon price, plus Synergy's allowable return and GST.

For more information please visit synergy.net.au

A transaction fee of 0.7% incl. GST will apply on payments made by credit card or Visa/Mastercard debit card up to and including 31 December 2012. Exclusions may apply.  
Effective 1 January 2013, a transaction fee of 0.53% incl. GST will apply for Visa/Mastercard credit cards or debit cards. American Express credit cards will incur a transaction fee of 1.54% incl. GST.

**Usage Comparison**



**Average Daily Consumption**

**9 units**

**Average Daily Cost**

**\$2.35**

*Urg 6/11*

synergy

**PAYMENT SLIP**

DENMARK OCCASIONAL DAY CARE CENTRE  
Account Number: 12 289 1930



\*2608 5022977516 POST billpay

000502297751005



**Credit Card**  
Biller Code 2600 Ref 502 297 7516  
Internet: Visit synergy.net.au/payments  
Phone: Call 1300 650 900



**BPAY / BPay View**  
Biller Code 2600 Ref 502 297 7516  
Contact your participating financial institution to make a payment of more than \$10 using your debit card.



\* A transaction fee of 0.7% incl. GST will apply on payments made by credit card or Visa/MasterCard debit cards up to and including 31 December 2012. Exclusions may apply.



**POST Billpay**  
Pay by cash, cheque of Eftpos at any post office.



**Direct Debit**  
Call 13 13 53 or visit synergy.net.au/directdebit.\*



**Mail**  
Send your cheque payable to **Synergy** with this payment slip to **GPO Box U1913 Perth WA 6845.**



**Centrepay**  
Concession Card Holders may also pay using Centrelink's payment scheme. Please refer to the message box on the back of this payment slip.

**Payment Number**

**502 297 7516**

**Payable By**

**03 Jan 2013**

**TOTAL DUE**

**\$136.15**

<0000013615>

<000260>

<000502297751005>

>

1300 861 855

Previous Balance	Payments	Adjustments	Overdue	Current charges
\$157.32	-\$157.32	\$0.00	\$0.00	\$80.78

**Total Amount**  
**\$80.78**  
Due

Denmark Occasional Daycare Centre  
81 South Coast Highway  
DENMARK WA 6333

Due On  
**23/11/12**

Account Number  
22101495

Bill Number  
12110122101495

Issue Date  
09/11/12

Want a discount on your invoice? All you need to do is set up E-mail billing and Direct Debit, and you'll be eligible straight away: so give our friendly customer care team a call to sign up and start saving today!


**IMPORTANT NOTICE: TouchTel has made some amendments to some rates and charges, which are applicable from your November invoice. Please turn over the page for details on these amendments.**

**Account Summary**

Plan & Other Charges	\$41.13
Local Calls	\$3.08
National Calls	\$14.89
Calls to Mobiles	\$10.50
Other Calls	\$3.84
<b>Total Charges</b>	<b>\$73.44</b>
GST	\$7.34
<b>Total New Charges</b>	<b>\$80.78</b>

*cha 657*

Please return this portion with your payment

TouchTel  
savings at your fingertips 

Account Number: 22101495  
Amount Payable: \$80.78  
Due On: 23/11/12

Denmark Occasional Daycare Centre  
81 South Coast Highway  
DENMARK WA 6333



Contact your participating Financial Institution to make a payment

**Billers Code: 765727**  
**Reference: 221014954**



To pay by credit card via PayWay call 1300 885 175

**PayWay Biller Code: 133140**  
**Reference: 221014954**



**Billpay Code: 0844**  
**Ref 3687 2210 1495 11**

Pay in person at any Post Office.

**Amount: \$80.78**



Mail Cheque and this Remittance Slip to:-

TouchTel Pty Ltd,  
Locked Bag 3  
SOUTH MELBOURNE VIC 3205



If you wish to setup Direct Debit via Credit Card or from your Bank Account please call Customer Care - 1300 861 855.



**\*844 3687 000000022101495 11**



**DODCC**

**From:** "Westnet Billing Team" <accounts@westnet.com.au>  
**To:** <denmarkdaycare@westnet.com.au>  
**Sent:** Monday, 4 February 2013 7:57 AM  
**Subject:** Westnet Pty Ltd - Receipt/Tax Invoice

Billing: 1300 855 006 Support: 1300 786 068 Sales: 13 19 60



Broadband • Dialup • Phone • Web Hosting

**Receipt / Tax Invoice**

**Westnet Pty Ltd**  
 ABN 50 086 416 908

<b>Invoice For:</b>	<b>DENMARK OCCASIONAL DAYCARE CENTRE</b>	<b>Account Number</b>	<b>Amount Paid</b>
<b>Issue Date:</b>	<b>04 Feb 2013</b>	<b>220729465</b>	<b>\$39.95</b>

Payment ID	Date	Type	Amount
2209726278	04 Feb 2013	Direct Debit	\$39.95

<b>Invoice Number</b>	<b>Username</b>	<b>Invoice Date</b>
43454637	denmarkdaycare@westnet.com.au	01 Feb 2013

Description	Unit Price	Qty	Total
Monthly charge for ADSL1 SP-5 service denmarkdaycare@westnet.com.au from 01/02/2013 to 01/03/2013.	\$39.95	1	\$39.95

<b>Invoice Total</b>	<b>Paid Amount</b>
\$39.95	\$39.95

Please be advised this receipt has been issued subject to the successful clearance of funds by your financial institution.

Visit <http://myaccount.westnet.com.au> for full account history.

Westnet 



winner of another customer service award!

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No virus found in this incoming message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 8.5.455 / Virus Database: 271.1.1/5577 - Release Date: 02/02/13 19:34:00

Denmark Playgroup

23 December 2009

PO Box 238

Denmark 6333

Dear Rose,

Due to lack of members, Denmark Playgroup will not be running in the new year. Therefore we have requested bills be sent to Denmark Occasional Daycare Centre from now on. We will <sup>have</sup> one final invoice for you. Should you have people interested in restarting playgroup please let us know and we can pass files and records onto them. Thankyou and we wish you well with the daycare centre.

Yours faithfully



Tina Lewis (vice president)



Lisa Anderson (treasurer)

27 April 2012

Hi Rose,

As we discussed on the phone, it would be helpful to clarify payment arrangements between Denmark Playgroup (DPG) and Denmark Occasional Day Care (DODC).

Use of the building

DPG pays \$10 per hour for the use of the building for playgroup sessions. This will be paid monthly, in advance, to DODC by cheque on the first session of each month. DODC will give DPG a receipt for the monies received. If for some reason DPG uses more/less hours that month, this will be adjusted in the following month's payment.

Cleaning

A cleaner (an employee of DODC) will clean the premises after playgroup sessions, before DODC uses the building on a Tuesday. DODC will invoice DPG for the cost of this at the end of each month, based on the timesheet attached to be filled out by the cleaner. The current casual award rate is \$19.65, and cleaning will take no more than one hour on each occasion. Cleaning will be required each Monday during term time, and DPG will liaise directly with the cleaner to determine if cleaning is needed on public holidays and during school holidays. Cleaning will be carried out as per the DODC cleaning jobs list.

We could review these arrangements every 6 months, or earlier if required.

Thank you!

Signed: 

Signed: 

Date: 20/4/2012

Date: 1/5/12

Name: NICOLA SHAW

Name: 

President DPG

Coordinator DODC

Contact details:

DPG

Nicola Shaw (President)

tel: 9848 1962 / 0439 062945

Kelly Judd (Treasurer)

tel: 0403 533134

DODC

Rose Byron (Coordinator)

tel: 9848 2160

Sarah Jindrich (cleaning)

tel: 0402 483773

FORM LC1

FORM APPROVAL NO. LAA-1022

WESTERN AUSTRALIA  
LAND ADMINISTRATION ACT 1997  
TRANSFER OF LAND ACT 1893 AS AMENDED

## LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (Note 1)

	EXTENT	VOLUME	FOLIO
Reserve 37516 Lot 500 on Deposited Plan 61023	Whole	LRxxxx	xxx

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 2)

Power to lease for any term not exceeding 21 years, subject to the consent of the Minister for Lands.

LESSOR/LESSORS (Note 3)

SHIRE OF DENMARK OF 953 SOUTH COAST HIGHWAY DENMARK WA 6333

LESSEE/LESSEES (Note 4)

Denmark Occasional Day Care Centre Inc. of 81 South Coast Highway, Denmark WA 6333

And

Denmark Playgroup, of 81 South Coast Highway, Denmark WA 6333

TERM OF LEASE (Note 5)

THREE (3) Years 0 Months 0 Days

Commencing from the 1st day of December in the year 2013.

THE LESSOR HEREBY LEASES TO THE LESSEE(S) the land above described subject to the encumbrances as shown herein.

for the above term for a rental of \$1.00 pa, which shall be deemed to have been paid by the Lessee(s) to the Lessor.

**Shire of Denmark  
("the Lessor")**

**and**

**Denmark Occasional Day  
Care Centre Inc.**

**and**

**Denmark Playgroup  
("the Lessee's")**

**LEASE**

**RESERVE 37516 IS VESTED IN THE LESSOR FOR THE PURPOSE OF COMMUNITY PURPOSES WITH POWER TO LEASE FOR ANY TERM NOT EXCEEDING THREE (3) YEARS SUBJECT TO THE CONSENT OF THE MINISTER FOR LANDS AND THIS LEASE IS SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE *LAND ADMINISTRATION ACT 1997* AND THE *TRANSFER OF LAND ACT 1893* AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.**

**THIS LEASE** is made the first day of December 2013 between the Lessor named in Item 1 of the Schedule hereto and the Lessee named in Item 2 of the Schedule hereto.

**WHEREAS:**

The Lessor has agreed to lease and the Lessee has agreed to take on the lease of the land described in Item 3 of the Schedule hereto (which together with the buildings erections improvements fixtures and fittings thereon are collectively hereinafter “the Leased Premises”) for the Term and on commencement date stated in Item 4 of the Schedule hereto.

**1. THE LESSEE COVENANTS WITH THE LESSOR:**

**TO PAY RENT**

To pay on or before the due date for payment the rent reserved at the times and in the manner stated in Item 5 of the Schedule hereto.

**TO PAY OUTGOINGS**

To pay and discharge on or before the due date for payment all present and future outgoings including all rates and taxes, charges, assessments, licence fees, duties, impositions, penalties and other outgoings whatever which now or at any time during the Term are assessed and charged upon or in respect of the Leased Premises or the use or occupation of the Leased Premises or any part of the Leased Premises and any amount for water, electricity or gas consumed in the Leased Premises.

**COMPLY WITH LEGISLATION**

At all times during the Term to duly and punctually comply with, observe and carry out and conform to the provisions of all statutes (State or Federal) 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 obligations upon the owner or occupier of the Leased Premises.

**TO REPAIR AND MAINTAIN**

At the Lessee’s own expense other than structural building repairs which shall be at the expense of the Lessor to keep and maintain the Leased Premises in good repair, order and condition including painting of internal surfaces, pest control and clean and free of refuse and vermin. “*Structural Building Repairs*” means substantial and major repairs or replacement of essential structures relating to all loads, internal actions, material properties and foundation conditions that significantly affect structural sufficiency or serviceability including but not limited to:

- Floors
- Concrete Slab

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- Masonry
- Roof Covering and Roof Structure
- Footings and Foundations
- Painting of External Surfaces
- Outer Walls of any construction but does not include windows, doors, door frames and door furniture
- Ceilings
- Sewerage, drainage, water and electrical supply but does not include taps, switches and other visible water and electrical fittings.

## **NOTICE OF DAMAGE**

To inform the Lessor in writing of any damage to or defect in the Leased Premises likely to cause any injury to any persons thereon immediately the Lessee becomes aware of it.

## **USE OF LEASED PREMISES**

To use the Leased Premises only for the purpose of carrying on in a proper manner the objects of the Lessee as a childcare/ playgroup centre as is set out in their respective constitution or Articles of Association and for the purposes as are incidental to the carrying on of the objects of the lessees and not to use the leased premises for any other purpose without the prior written consent of the Lessor.

## **NUISANCE**

Not to allow anything to be done or to occur in or about the Leased Premises which is noxious, offensive or audibly or visually a nuisance.

## **NOT DAMAGE TREES**

Not to destroy, cut down, prune or damage any living tree on the Leased Premises without the Lessor's consent.

## **PAY LESSOR'S EXPENSES**

To pay to the Lessor on demand all sums of money which the Lessor may pay or expend in connection with performing, discharging or executing any requisition or works or abating any nuisance referred to in the preceding provisions of this Lease and which the Lessee fails to perform, discharge, execute or abate.

## **NO ASSIGNMENT**

Not to assign, mortgage, sub-let or part with the possession of or dispose of the Leased Premises or any part of the Leased Premises or the benefit at law or in equity of this Lease without the prior written consent of the Lessor and, if required by law, of the Minister for Lands having first being obtained.

## **INDEMNITY**

The Lessee shall indemnify and shall hold indemnified the Minister for Lands and the

Lessor from and against all actions claims demands losses costs and expenses which the Minister for Lands or Lessor sustains or incurs or for which the Minister for Lands or Lessor becomes liable whether during or after the Term in respect or arising from: Breach of Covenant

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Loss, damage or injury from any cause to property or person upon the Demised Premises occasioned or contributed to by the neglect or default of the Lessee or its servants agents sub-tenants or other person claiming through or under the Lessee to observe or perform any covenant condition, regulation or restriction on the part of the Lessee hereunder whether positive or negative expresses or implied.

Misuse The negligent or wilful misuse waste or abuse by the Lessee or its servants agents or other persons claiming through or under the Lessee of any water, gas, electricity or other services to the Demised Premises.

Escape of Harmful Agent The overflow leakage or escape of water, fire, gas, electricity, any other harmful agent or contamination within the meaning of that term under the Contaminated Sites Act 2003 in or from the Demised Premises caused by or contributed to by any act or omission on the part of the Lessee or its servant's agents or any other person in the Demised Premises with the express or implied consent of the Lessee.

Failure to Notify The failure of the Lessee to notify the Lessor of any known danger in or about the Demised Premises.

Use of Demised Premises Loss (including loss of life), damage or injury from any cause to property or person caused or contributed to by the use of Demised Premises by the Lessee or its servant's agents or any other persons in the Demised Premises.

Personal Injuries Loss, damage or injury sustained by the Lessee or any servant, workman, employee, client, customer, visitor, invitee or licensee of the Lessee or any member of the public in, upon or about the Demised Premises.

## **PROPERTY INSURANCE**

The Lessor will insure and keep insured the Leased Premises under its own policies of insurance and the Lessee shall pay to the Lessor the sum of \$500 excess for each claim and the Lessor shall at its own cost meet all other costs not met by the insurer. The Lessor may determine to not seek reinstatement or replacement of any structure so insured.

## **PUBLIC LIABILITY INSURANCE**

To effect and keep effected in respect of the Leased Premises adequate public risk insurance in the names of the Lessor and the Lessee for their respective rights and interests in any amount not less than \$10,000,000 in respect of any one claim with an insurance company approved by the Lessor.

## **NOT TO INVALIDATE INSURANCES**

Not to do or permit or suffer to be done in, about or upon the Leased Premises any act or thing whereby any policy of insurance may become void or voidable.

## **PROOF OF INSURANCE**

To deliver to the Lessor on or before the expiration of each year of the Term and at any other time upon the request of the Lessor valid certificates of currency in respect of all

such insurance policies issued by the insurance companies with which the policies have been effected by the Lessee.

## **TO YIELD UP**

At the expiration or sooner determination of the Term of the Lease to yield up the Leased Premises in such state of repair and condition as is consistent with the proper performance by the Lessee of the covenants contained in this Lease and to remove from the Leased Premises such fixture, fitting, plant, equipment or other property in or upon the Leased Premises as the Lessor shall require the Lessee to remove and the Lessee must on such removal forthwith make good any damage which is occasioned by such removal.

## **2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE:**

### **NO INTERFERENCE BY LESSOR**

That subject to the terms and conditions of this lease the Lessee may use and occupy the Leased Premises during the term of the Lease without any interference from the Lessor or any person claiming any interest in the Leased Premises through the Lessor.

### **LEASE COSTS**

The Lessor shall at its own expense pay for all costs for the preparation stamping and registration of this Lease.

## **3. THE LESSOR AND THE LESSEE AGREE THAT:**

### **DEFAULT BY LESSEE**

If during the Term the Lessee makes default in the due performance or observance of any of the Lessee's Covenants and such default is not remedied within 30 days after notice thereof is given by the Lessor or if the Lessee is wound up or ceases to operate then the Lessor may terminate this lease and the rights of the Lessee under this lease provided that if the default is capable of being remedied by the Lessor, then the Lessor may in its discretion itself remedy the default or cause it to be remedied (for which purpose the Lessor by agents, workmen or otherwise has full power to enter upon the Leased Premises) and the costs and expenses incurred by the Lessor in remedying the default or causing it to be remedied are a debt payable by the Lessee to the Lessor on demand.

### **TERMINATION OF LEASE**

The Lessor may terminate this Lease by giving six (6) months' written notice to the Lessee, notwithstanding that the Lessee is not in default and notwithstanding that the term of the Lease has not expired and the Lessee may terminate this Lease by giving three (3) months written notice to the Lessor notwithstanding that the term of the Lease has not expired. Such termination by either party does not waive the rights of the Lessor and/or the Lessee to seek a payment for compensation.

## **HOLDING OVER**

If the Lessee remains in possession of the Leased Premises with the permission of the Lessor after the expiration or sooner determination of the Term the Lessee will hold the Leased Premises as a monthly tenant subject to all the covenants and conditions contained in this Lease as far as they are applicable to a monthly tenancy and the tenancy so constituted may be terminated by one month's notice given by either party which notice may be given so as to expire at any time.

## **ARBITRATION**

Any dispute or difference arising between the parties in respect of any of the matters referred to in this Lease shall be referred to arbitration under the provisions of the Commercial Arbitration Act 1985.

## **NOTICES**

Any notice to be served on the Lessee under this Lease is to be served by the Lessor by delivery to the Lessee at the Leased Premises.

## **SPECIAL TERMS**

The Lessor and the Lessee will each comply with and observe and perform their respective obligations under any special term or condition shown at Item 6 of the Schedule hereto.

## The Schedule

- 1 **Lessor:** Shire of Denmark, 953 South Coast Highway, Denmark WA 6333
- 2 **Lessee:** Denmark Occasional Day Care Centre Inc., 81 South Coast Highway, Denmark 6333  
And  
Denmark Playgroup, 81 South Coast Highway, Denmark 6333
- 3 **Leased Premises:** Reserve 37516 (Lot 500) marked in "red" on the plan attached hereto.
- 4 **Term of Lease:** Three (3) years commencing on 1<sup>st</sup> December 2013 and expiring on 30 November, 2016 .
- 5 **Annual Rent:** One Dollars (\$1) per annum, if demanded, for each year of the Lease.
- 6 **Special Conditions:**
  - a. The Lessor's Principal Building Surveyor shall inspect the Leased Premises annually in conjunction with the Lessee(s).
  - b. The Lessor offers a local authority rate exemption donation. All other outgoings and consumable costs to be met by the Lessee(s) including but not limited to water, sewer, gas, telephone, ESL, refuse charges, Land Tax etc.
  - c. The Lessor offers Council insurance of the buildings and Council owned property / contents without recoup of the annual premium and to encourage repairs and reinstatement through insurance claims, Council will meet all bar the first \$500 of any insurance excess on claims.
  - d. Lessees are to meet all ongoing internal and external building and grounds maintenance other than structural building repairs.
  - e. All development and signage within the lease hold area is to have design objectives and amenity outcomes that are consistent with the objectives of the Councils Town Planning Scheme as amended.
  - f. It is the Lessee's responsibility to bring all services to the site.
  - g. The Lessee(s) shall not construct any structures or other alterations or additions to the Demised Premises without first submitting to the Lessor full detailed drawings and specifications of the proposed works and first obtaining the Lessor's consent in writing.
  - h. The Lessee(s) shall ensure any structures or other alterations or additions to the Demised Premises are constructed in compliance with the Building Code of Australia and the relevant Australian standards and all laws of the land. It is the Lessee's responsibility to pay BCITF, Water Corporation, Western Power and any others service and connection fees associated and to obtain and pay for all building licences and planning consents associated with the development of the site.
  - i. In order to facilitate the usage of the facility by a Joint Denmark Occasional Day Care Centre Inc. and Denmark Playgroup to be formed consisting of the President and Secretary of the Denmark Occasional Day Care Centre Inc. the President and Secretary of the Denmark Playgroup or their nominees and where deemed necessary by a Council representative. This group is to meet at least once a year and is to have the role of resolving issues in relation to the lease and the usage of the facility, the maintenance of the facility and the fees that parents pay to the lessees for the use of the facility.

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ATTESTATION SHEET

Executed by the parties as a Deed on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

LESSOR SIGNS HERE

The Common Seal of )  
SHIRE OF DENMARK )  
was hereunto affixed )  
in the presence of )

---

Ross Thornton  
Shire President

Dale Stewart  
Chief Executive Officer

LESSEES SIGNS HERE

The Common Seal of )  
DENMARK OCCASIONAL )  
DAY CARE CENTRE INC )  
was hereunto affixed in the )  
presence of: )

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

The Common Seal of )  
DENMARK PLAYGROUP )  
was hereunto affixed )  
in the presence of )

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary



**INSTRUCTIONS**

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.

**NOTES**

**1. DESCRIPTION OF LAND**

Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.  
 Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch.  
 The Volume and Folio number to be stated.

**2. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**

In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the certificate(s) of title:

- a) In the Second Schedule;
- b) If no Second Schedule, that are encumbrances.  
(Unless to be removed by action or document before registration hereof)

Do not show any:

- (a) Easement Benefits or Restrictive/Covenant Benefits; or
- (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).

The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan".

If none show "nil".

**3. LESSOR**

State the full name of the Lessor/ Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent.

**4. LESSEE**

State full name of the Lessee/Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.

**5. TERM OF LEASE**

Must exceed 3 years.  
 Term to be stated in years, months and days or as the case may be. Commencement date to be stated. Options to renew to be shown.

**6. RECITE ANY EASEMENTS TO BE CREATED**

Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".

7. State amount of yearly rental in figures.

8. State term of payment.

9. Insert any Covenants required.

**10. LESSOR/LESSEE EXECUTION**

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

**LEASE OF CROWN LAND (L)**

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

ADDRESS

PHONE No.

FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

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**Denmark Early Years Network/A Smart Start**  
Denmark Public Library  
Strickland Street  
Denmark, WA, 6333  
Phone: (08) 9848 3006

6<sup>th</sup> September 2013

Dear Mr Harwood,

### **Letter of Support**

The Denmark Early Years Network/A Smart Start committee regards the Denmark Playgroup as an integral part of the community and we support their endeavour to secure suitable premises for the future to allow the playgroup to continue to offer early childhood activities and support to young families in Denmark.

The Denmark Early Years Network's is working to actively connect those interested in the early years (0-8) empowering them to create accessible and inclusive community services, venues and events future.

yours sincerely

A handwritten signature in black ink, appearing to read 'Robyn Fairclough'.

Robyn Fairclough

On behalf of The Denmark Early Years Network/A Smart Start committee



ICR13821198

28 AUG 2013

EPH	
A5365	
COUNCILLORS	
CEO	<input checked="" type="checkbox"/>
DIR of FINANCE	
DIR of PLANNING	
DIR of INFRASTRUCTURE	
DIR of COMMUNITY	<input checked="" type="checkbox"/>
OTHER	

Gregg Harwood  
Director of Community and Regulatory Services  
Shire of Denmark

28 August 2013

Dear Gregg,

Thank you for your letter of 16 July, we welcome the opportunity to respond to the issue of the outstanding lease for Gumnut Corner. Denmark Playgroup has met and communicated with the Shire on numerous occasions over the last couple of years to discuss the lease and has always asked for the lease to remain in the Playgroup's name. The Playgroup has followed Shire advice in establishing a systematic approach to the maintenance of the building, together with the Denmark Occasional Day Care (DODC), to address concerns over the group's ability to look after Gumnut Corner. We believe this is now working well.

Denmark Playgroup currently has 14 member families, with 20 children coming to playgroup. This fluctuates during the year, but we are pleased to have regular members as well as attracting families who are new to the area. Playgroups not only encourage early childhood development, they also provide important support networks for the parents, usually mothers, that attend. Denmark Playgroup takes its role of supporting families with young children and looking after Gumnut Corner seriously. Our current membership shows that families expect to attend playgroup for an average of 3-4 years, with some families attending for more than this. The current committee are established members who have actively sought to improve communication with the Day Care and the Shire, to maintain the building through busy bees and more formal grant processes, and to continue to provide fun learning opportunities for young children and important social support for families. We believe that this is a valuable resource for the Denmark community and want to continue to provide this in the future.

The playgroup building, Gumnut Corner, was completed in 1987. This was a community driven effort funded by the Denmark Playgroup with support from the Shire to provide a venue for early childhood activities. As such, there is a lot of community history associated with the building, added to the fact that the Playgroup has been running in Denmark since 1984. To reflect this background, we request that the lease remains in Playgroup's name with a sub lease arrangement reflecting the Day Care's use and day to day management of the building. We believe such arrangements are in place in other shared community

facilities. This would protect both groups future use of the building and ensure that no changes can be made to this arrangement unless both groups and the Shire are in agreement. The current arrangement with DODC works well and we would like this to continue. . Playgroup currently uses the building one day a week and DODC uses the building on four days a week. While the Playgroup would love to offer additional playgroup sessions on other days and make the venue available to other baby and toddler groups who are currently using alternative, less well equipped venues (such as the Family Place at the Primary School), we realise that this is not possible at the moment due to the shared use of the building.

We are pleased that the Shire is looking at alternative early childhood facilities in the longer term (5-10yrs), as we can foresee that the number of young families in Denmark and demand for early childhood services is only likely to grow. The Child Health Nurse reported that 51 babies have already been born in Denmark to the end of July, compared to a usual annual average of 50-60 babies. In addition, new families continue to move to the area. Gumnut Corner is a fantastic playgroup building, and will continue to be. As a child care venue however, if the need for childcare services increases (e.g. increased number of days per week, longer hours) and the regulations around child care centres and the standard of the buildings increases, then Gumnut Corner becomes less suitable as a child care venue due to the fact that it is shared with another community group and is not available five days a week, and that it was built as a playgroup building and not to the standards required by the child care sector. A new venue for child care facilities would be an excellent outcome, allowing Playgroup and other groups to expand their activities in Gumnut Corner. Denmark Playgroup is an active member of the Denmark Early Years Network, and this network of stakeholders involved in early childhood support and services would be a good contact point in exploring longer term visions for early childhood services in Denmark.

A Review of Infrastructure and Need was completed in 2007, looking at exactly these issues, and the Playgroup would be pleased to continue to work with the Shire for a good outcome with regard to the future needs of young children in Denmark. A multipurpose public facility would need to be carefully planned to allow different groups to use the venue at the same time, and there would probably be licensing requirements for child care services that would need to be taken into account. The requirements of a child care service are quite different to those of a playgroup. Playgroup understands that there are government funds available for building new child care facilities, and this would be an opportune time for these options to be explored in more detail.

In the shorter term, we are happy to explore with the Shire and Day Care ways to improve the building that would allow Playgroup and DODC to operate at the same time if necessary, e.g. adding on an extra room. However this is not likely to be a suitable permanent solution as the same issues as to the use of the building and demands for early childhood services in five years time are likely to be the same as they are today, plus it might be difficult for a child care service to operate under these circumstances due to regulations. There has been a

recent example in Denmark of how an inadequate venue can cause a group to wind down. The Family Place was established as a venue for baby and toddler groups to meet. It continues to be used by Bubs and Bellies, a group for families with young babies, however the Toddler Time group that also used the venue stopped doing so because it was unsuitable for toddlers – it was limited in size, there was no outdoor play area, the toilets were far away in the school and there was inadequate parking available. Luckily, most of those families going to Toddler Time were able to join Playgroup, but it does demonstrate the importance of good planning to ensure that a venue is adequately equipped for its intended purpose. Playgroup is worried that if the lease were to be given to the Day Care, and the Day Care were then required to operate five days a week, the result could be that Playgroup is forced out of its own venue and into something that is not adequate, potentially causing the demise of a long standing community group.

Playgroup understands that the Shire will be considering the various issues and making its recommendation about the lease to Council soon. We request that we are advised in advance of when this might go to Council, and of course please do not hesitate to contact the Playgroup if clarification or further discussion is needed at any point. Playgroup has in the past provided supporting documentation (Constitution, Certificate of Currency, Business Plan, financial and audit statements, ABN and Playgroup WA registration), if any further documentation is required at this point please contact Nicola Shaw, Playgroup president, on 9848 1962 or [nshaw2010@gmail.com](mailto:nshaw2010@gmail.com)

Best regards,

A handwritten signature in cursive script that reads "N. Shaw" with a small flourish underneath.

Denmark Playgroup  
PO Box 238  
Denmark