



MANAGEMENT AGREEMENT

SHIRE OF DENMARK

And

PARRY'S BEACH VOLUNTARY MANAGEMENT  
GROUP INC.

PORTION OF RESERVE 20928  
PARRY BEACH CAMPGROUND

THIS AGREEMENT is made 1 July 2012

BETWEEN:

**SHIRE OF DENMARK** of South Coast Highway, Denmark in the state of Western Australia (“the Shire”).

AND

**PARRY’S BEACH VOLUNTARY MANAGEMENT GROUP INC.** of P.O. Box 200 Denmark in the said state (“the group”).

WHERE AS:

- A. Reserve number A20928 (“the reserve”) situated at Parry Beach, Denmark in the said State invested in the Shire by virtue of a Vesting Order dated the 20<sup>th</sup> June 1956 made by the then Governor of Western Australia pursuant to Section 33 of the Land Act 1933 (as amended).
- B. The reserve is vested for the purpose of Recreation and Camping.
- C. Pursuant to the said order, the Shire has the power to enter into agreements with appropriate persons or organisations for the management of the Reserve.
- D. The Group is a voluntary association which is incorporated pursuant to the Association and Incorporation’s Act 1987 and bears registered number 1001540.
- E. The Shire and the Group have agreed that the Group shall manage portion of the Reserve (as denoted on the attached map), excluding those portions otherwise leased by Council, on the terms and conditions set out in this agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. In consideration of the various services provided by the Shire and set out in this agreement, the group agrees to manage portion of the Reserve set aside for the purposes of camping, for a period of twenty (21) years from the 1<sup>st</sup> July 2012 in accordance with the conditions set out below.
2. The terms and conditions of this Agreement are to be reviewed every five years, effective 1 July 2017, 2022, 2027 and 2032.
3. The building known as the “Caretaker’s Cottage” be maintained by the Group in accordance with health and building regulations as directed by the Shire.
4. The parties acknowledge that Sam and Jean Brenton have an interest in the “Caretaker’s Cottage” and the cottage shall be removed from the Reserve at their expense at the termination of this Agreement unless otherwise mutually agreed by the parties.
5. The Caretaker’s cottage shall be occupied by the person or persons appointed by the group to caretaker duties and, from time to time, by their immediate family and by no others without the permission of the Shire.
6. The Caretaker’s Cottage shall not be sub-let or used for any other purpose than those associated with the management and promotion of the Reserve and the camping ground area thereon.
7. The Group’s general management responsibilities shall be in accordance with the attached “Code of Conduct” and “Service Delivery Standards” and other requirements as follows:
  - a. To ensure camping is restricted to the area defined by the Shire.
  - b. Allow persons to camp in the facility for a maximum of twenty one (21) consecutive nights in any one period, although the caretaker may apply discretion to allow a long stay to a maximum of 3 months (no further extension may be approved unless otherwise agreed by the Shire).
  - c. To ensure the maximum number of camping sites does not exceed fifty being 40 permanent plus 10 overflow bays which are for use in periods of peak capacity, as determined at the absolute discretion of the Parry’s Beach Voluntary Management Group, as agreed with the Shire.
  - d. The Overflow carpark to be used at the discretion of the Parry’s Beach Voluntary Management Group, as agreed by the Shire.
  - e. To ensure that campers and other persons on or using the Reserve do not remove or use firewood from the Reserve.

- f. To ensure that native vegetation is not cleared or degraded without the Shires written approval save actions taken during emergency situations to clear fire breaks or to remove dangerous objects etc.
- g. To ensure that any dogs brought onto the camping area are kept on a lead at all times whilst in the public area, once on the beach the dog may be exercised but must at all times be under strict control.
- g. To engage in general maintenance of the Reserve including, but not limited to, maintenance and cleaning of all buildings thereon with the exception of those buildings that are the subject of separate leases with the Shire. The required standards of the maintenance and cleaning shall be determined by the officer of the Shire holding the position of the Director of Community and Regulatory Services or its equivalent at the time.
- h. To collect camping fees and keep accurate records of camping fees received and the name/s of members of the Group. To keep accurate records of any volunteers concessions granted and details of the substantial work undertaken to receive the concession.
- i. To ensure that the provisions of the Bushfires Act 1954 and the Shire of Denmark Fire Notice are complied with at all times.
- j. To ensure that all applicable rules, regulations, local-laws and Denmark Shire Council policies and directions are complied with at all times.
- k. To advise the Shire of any proposed changes to the Group’s Constitution or incorporated status.
- 8. The Shire agrees that it’s responsibilities shall be as follows:**
  - a. To ensure and keep insured the Reserve with a Public Insurance Office against public liability claims in an amount of not less than ten million dollars (\$10,000,000.00) and to insure and keep insured all buildings on the Reserve against destruction by fire, storm, accident, malicious acts and all the usual risks contained in a standard contract for home and building insurance.
  - b. To provide Municipal Officers Authority cards for members of the Group.
  - c. To provide cleaning materials for the public buildings on the Reserve including the Caretaker’s Cottage and the ablution block.
  - d. To arrange for the removal of household rubbish from the camping area on a regular basis as determined by council from time to time.
  - e. To bear the costs of providing and maintaining water supplies to the Reserve.

- f. To undertake the cleaning of the Camping Ground ablution facilities one day per week to relieve the burden on volunteers.
- g. Pay an annual management fee as determined in the annual Municipal Budget to the Group to offset insurance and other minor costs incurred in managing this facility on behalf of the Shire.

**9. INCOME AND EXPENDITURE**

- a. Camping fees shall be determined by the Shire after consultation with the group.
- b. Camping fees shall be collected by the Group on behalf of the Shire.
- c. The Group shall submit a proposed budget annually in May for consideration by Council in its budget process.
- d. The Group shall keep full and proper records in relation to camping records and fees received and shall make these records available to the Shire if requested to do so.
- e. Camping fees shall be handed to the Shire's authorised representative on a periodic basis or transmitted to the Shire in such other manner as is directed by the Shire from time to time.
- f. No member of, or person acting on behalf of, the Group shall be entitled to charge any fee or receive any wage or salary or discount of fees save the fee concession granted to volunteers who undertake substantial volunteer work done in fulfilling the objects of this Agreement but the Shire may authorise out-of-pocket expenses to be paid to group members from time to time.
- g. Prior to incurring any expenditure to be paid by the Shire, obtain a purchase order from staff of the Shire to ensure proper accounting and audit records are maintained, in accordance with Council Policy P040220.

**10. RIGHT OF ENTRY**

Nothing in this Agreement shall abrogate or interfere with the right of the Shire, its employees, agents and other authorised persons to enter upon the Reserve to carry outwork or for other purpose associated with the management of the Reserve.

**11. PERMITTED STRUCTURES**

No Structures shall be erected or placed on the reserve without the prior written consent of the Shire.

**12. DISPUTES AND TERMINATIONS**

- a. If any dispute arises out of an alleged breach of this Agreement, the parties shall as expeditiously as possible endeavour to resolve the matter by negotiation. If any material breach cannot be so resolved then, either party shall be at the liberty to give

written notice to the other specifying the breach and that the agreement shall be terminated at a date (3) months from the date of the notice unless the breach is remedied within a period of 60 days.

- b. Either party may terminate this agreement upon giving (3) three months notice in writing to this effect to the other party.

**13. DEFINITIONS**

- a. “Person” means and includes a person and/or incorporated association.
- b. “Structure” means the Caretaker’s Cottage, ablution block and any other structures erected or permitted to be erected on the Reserve and includes any additions thereto.

**14. INTERPRETATION**

In the Agreement unless the context otherwise requires:

- a. The singular number includes the plural number and the masculine gender includes the feminine gender and the neuter gender and vice versa.
- b. A covenant entered into by more than one person shall be deemed to be entered into by those persons jointly and each of them severally.

**15. NOTICES**

Any Notice or Demand required to be served, given or made under this Agreement shall be sufficiently served on a party if addressed to that party by pre-paid registered post to the party at the address appearing in this Agreement or such other address as has been notified to the other party. A Notice or Demand shall be deemed to be served three (3) days after having been duly posted.

**16. COSTS**

The costs of and incidental to the preparations, execution and stamping of this Agreement shall be paid by the Shire.

**17. MANAGEMENT PLAN**

The Group shall also be responsible for the preparation of a Management Plan relating to the day to day management of the Reserve and shall hold discussions with and as far as practicably possible be assisted by the Shire in the preparation of the Management Plan.

## **Appendix A**

### **PARRY’S BEACH MANAGEMENT GROUP**

#### **CODE OF CONDUCT**

##### **Preamble**

The Code of Conduct provides members of the Parry’s Beach Management Group with consistent guidelines for an acceptable standard of professional conduct in managing the Parry Beach Campground facility in accordance with the Management Agreement.

This code of conduct incorporates principles that have four fundamental aims;

1. To ensure that visitors to the Parry Beach facility are treated fairly and in a manner that enhances their enjoyment of the facility, to make it a pleasant place for a holiday and to ensure that the holiday maker leaves Denmark with a good impression of the area and its people.
2. To ensure that the members of the group and caretakers of the facility behave in a friendly manner at all times.
3. To ensure that all people who visit the Parry’s Beach facility are provided with a safe and secure environment.
4. To ensure that the facility is managed in an environmentally friendly manner.

##### **Role of Members of the Parry’s Beach Voluntary Management Group**

All members of the group are to observe the highest standards of honesty, integrity and avoid conduct which may suggest a departure from these standards.

Members of the group will ensure that there is no actual or perceived conflict of interest between their personal interests and the impartial fulfilment of their management duties.

Members of the group will refrain from expressing opinions that could cast doubt upon their neutrality or impartiality with respect to the operations of the facility, the group or the Local Government.

Members of the group will not undertake paid work (subject to Shire approval) at the facility unless the work has been approved by a meeting of the Management group and alternative quotations for the work has been obtained.

Members of the group shall not engage associated persons or friends to undertake paid work at the facility unless the work has been approved by a meeting of the Management group and alternative quotations for the work have been obtained.

Members will not use their position to gain improper advantages for themselves or any other associated persons or groups or in any other way that is inconsistent with the obligation to act impartially with the public.

All campers and visitors including group members and volunteers are to be treated equally and impartially with no favouritism or preference given as to access to sites, facilities or to location of those sites. Sites are to be occupied on a first come first serve basis. No sites are to be reserved or booked in advance.

Members will not take advantage of their position to improperly influence other members in the performance of their duties or functions in order to gain undue or improper advantages for themselves or any other person.

All members of the group who undertake the role of caretaker shall make themselves conversant with the Management Agreement, Code of Conduct and Service Delivery Standards.

Only financial members of the group are permitted to undertake the role of caretaker or to undertake caretaker duties.

The caretaker on duty is responsible for the collection of camping fees. The caretaker is responsible for keeping accurate records of bookings and camping fees received. The caretaker is to ensure that all camping fees and other monies collected are recorded on the official receipt book and receipt issued.

Where a concession of fees is granted to a volunteer, the caretaker is to keep accurate records of who received the concession, the date the concession was granted and details of the substantial work undertaken by the volunteer.

All members of the group who undertake the role of caretaker shall conduct themselves in a friendly and professional manner at all times and perform their duties impartially and in the best interest of the facility, the group and the Shire of Denmark.

All disagreements with campers or visitors will be resolved on site, if possible, by the caretaker. If this proves to be difficult the caretaker can call upon assistance from another member of the group, Shire Rangers or the Police.

All members of the group will at all times exercise reasonable care and diligence in the performance of their duties and to apply the principles of occupational health and safety and ensure that all volunteers are suitably attired and provided with the appropriate equipment to undertake the task assigned to them in a safe and proper manner.

All members of the group will ensure that the facility is operated in an environmentally friendly manner and will ensure that they carry out their activities and duties so as not to harm the environment or the facility.



Members will at all times give effect to the lawful policies of the Local Government whether or not they agree or approve of them.

Members will be scrupulously honest in their use of group or Local Government resources and shall not misuse or permit their misuse (or the appearance of misuse) by any other person.

Members are to use the resources provided to the group, effectively and economically in the course of their duties.

## **Appendix B**

### **PARRY BEACH CAMPGROUND SERVICE DELIVERY STANDARDS**

It is acknowledged by the Shire that the Parry's Beach Management Group is a volunteer organisation that is dependent upon its members and volunteers from the public to carry out the provision of services to the Parry Beach Campground and adjoining Reserve. The group will use its best endeavours to comply with the following standards;

A caretaker will generally be on site at all times. Between the hours of 9.00am and 5.00pm the caretaker shall be available to deal with enquires from campers and visitors and to receipt camping fees. Emergency assistance will be available outside of these hours.

Patrons will be treated courteously at all times and every effort will be made to accommodate visitors within the facility in accordance with the terms of the management agreement.

The ablutions block will be cleaned and maintained daily. A Solar Hot water system is installed at the ablution block.

Camping area will be free of all rubbish.

Gardening will be undertaken on a regular basis. This will include watering of lawns and removal of weeds. Replanting and rehabilitation of areas will be undertaken as required.

Camping area will be free of all safety hazards at all times. The caretaker can require a camper, visitor or any other person to remove anything that may constitute a hazard to others.

All equipment on site will be maintained and in working order at all times.

A telephone will be available at the caretakers cottage for emergency use only.

No campers or visitors will be permitted to cause disruption to other campers due to unruly or antisocial behaviour, intoxication or for any other reason. The caretaker will adjudicate as to what constitutes disruption or unacceptable behaviour. This can include a curfew for loud music or the operation of generators etc. The caretaker may require a camper or visitor to leave the Parry's Beach facility if the disruption continues.

The caretaker will be responsible for keeping accurate camping records and fees received. The caretaker is to ensure that all camping fees and other monies collected are recorded on the official receipt book and a receipt issued.

When a concession of fees is granted to a volunteer, the caretaker is to keep accurate records of who received the concession, the date the concession was granted and details of the substantial work undertaken by the volunteer.

Fire breaks will be installed and maintained in accordance with the Shire of Denmark fire breaks notice. All bushfire fighting equipment will be tested and maintained on a regular basis. Fire hazards will be controlled in consultation with the Shire of Denmark Fire Management Officer using hand or mechanical clearing, controlled burns etc as required and when safe to do so.

