

Community Cropping

**Bethany Farm
Tender Package**

The Shire of Beverley invite tender submissions for the leasing of Lot 27959 known as Bethany Farm. The lease is 1 April 2027 to 31 March 2030.

Submissions close 4pm, Monday 12 October 2026 and must be on the prescribed form within this package.

The Cropping Committee reserve the right to accept or reject any submission. The highest tender may not necessarily be accepted.

Contents

General Information

Lease Template

Map

Submission Form

General Information

- Please read the template lease, particularly the “SCHEDULE” Items 1 to 11 for lease conditions.
- The land is not surveyed, and the arable hectares are an approximation only.
- The leases will expire 28 February 2030 (instead of 31 March 2030).
- If you wish to view a Reserve or Lot, you may do so from the road, if you wish to enter you must contact the current Lessee and gain their permission.
- Invoices for lease payments are issued annually in one instalment only. The first invoice will be sent 1 March 2027 and **must** be paid prior to the commencement of the lease.
- If you are successful, you cannot enter or begin farming the Reserve or Lot prior to 1 April 2027.
- If you submit a tender and are successful, you are bound to accept the lease and amount tendered.
- Council may refuse, accept or reject any tender and the highest tender may not necessarily be accepted.
- You must provide a Certificate of Currency for Public Liability at the time of signing your lease agreement.
- If you have any queries regarding the tender or leasing process, please email the CEO stephen.gollan@beverley.wa.gov.au at least 14 days prior to the closing date.
- Tender Submissions Open Monday 31 August 2026.
- Tender Submissions Close Monday 12 October 2026 (4pm).
- Tenders will be awarded by Council at the 28 October 2026 Ordinary Council Meeting, commencing at 3pm.
- Reserves 5265A Commonage Hill and Reserve 5265C are subject to future trail development, generally around the perimeter, marked in blue on the maps.
- **Tenders may be submitted via:**

Email:

tenders@beverley.wa.gov.au – this email address is closed and cannot be accessed until after the closing period.

Posted:

Shire of Beverley
Tender Box – Cropping Committee
PO Box 20
BEVERLEY WA 6304

Delivered by hand:

Shire of Beverley
136 Vincent Street, Beverley
Monday – Friday, 8:30am – 4pm

SHIRE OF BEVERLEY

AND

INSERT NAME

L E A S E

FOR

INSERT RESERVE

BETWEEN:

SHIRE OF BEVERLEY)
of)
PO Box 20, Beverley,)
Western Australia (**Lessor**)

A N D

NAME)
ADDRESS)
ADDRESS)
(Lessee))

RECITALS

- A. The Lessor is the registered proprietor of the land described in **Item 1** of the Schedule (**Land**).
- B. The Lessee has requested that the Lessor grant it a lease of that portion of the Land described in **Item 1** of the Schedule (**Premises**), and the Lessor has agreed subject to the Parties entering into this agreement.

OPERATIVE PART:

1. GRANT OF LEASE

The Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance of the Lessee's Obligations.

LESSEE'S RIGHTS & OBLIGATIONS

2. QUIET ENJOYMENT

Except as provided in the Lease, subject to the performance of the Lessee's Obligations the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

3. RENT AND OTHER PAYMENTS

The Lessee AGREES with the Lessor:

(a) Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule from the Commencement Date clear of any deductions whatsoever.

(b) Outgoings

To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the outgoings identified in **Item 9** of the Schedule.

(c) Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 35 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

4. RENT REVIEW

(a) The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

(b) The review will, if applicable, be undertaken in accordance with the method and dates specified in **Item 8** of the Schedule.

5. INSURANCE

5.1 Insurance required

The Lessee must effect and maintain (and produce copies of policies, upon being requested to do so by the Lessor) with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

(a) adequate public liability insurance for a sum not less than the sum set out at **Item 7** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require; and

(b) any other insurance identified in **Item 10** of the Schedule.

5.2 Not to Invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might;

(a) render any insurance effected under **clause 5.1** on the Premises, or any adjoining premises, void or voidable;

(b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

5.3 Settlement of Claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any insurance required by **clause 5.1**.

5.4 Lessee May be Required to Pay Excess on Insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 5.1**.

5.5 Lessee's equipment and possessions

The Lessee ACKNOWLEDGES it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Lessor does not take any responsibility for the loss or damage of the Lessee's property.

6. INDEMNITY

6.1 Indemnity

The Lessee indemnifies the Lessor against any liability or loss arising from and any costs, charges and expenses incurred in connection with:

- (a) any damage to the Premises, or any loss of or damage to anything on it; and
- (b) any injury to any person on the Premises,

and for which the Lessor becomes liable.

6.2 Indemnity Unaffected by Insurance

- (a) The Lessee's obligation to indemnify the Lessor under this Lease or at law is not affected by any insurance maintained by the Lessor in respect of the Premises and the indemnity under **clause 6.1** is paramount; and
- (b) if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 6.1** will be reduced by the extent of such payment.

7. USE

7.1 Restrictions on Use

(a) Generally

The Lessee must not and must not suffer or permit a person to:

- (i) use the Premises or any part of it for any purpose other than for the purposes for which the Premises are held by the Lessee, as set out at **Item 6** of the Schedule; or
- (ii) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

(b) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(c) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(d) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (i) any such storage must comply with all relevant statutory provisions;
- (ii) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (iii) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (iv) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(e) Hay or straw to be cut - conditions

The Lessee may grow and cut Hay for a maximum of one (1) year in the three (3) year term.

(f) No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

7.2 No Warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

7.3 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

7.4 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in this clause.

8. MAINTENANCE, REPAIR AND CLEANING

The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to keep and maintain in Good Repair and condition, to the Lessor's satisfaction, all fences, gates, dams, tanks, wells and other improvements, fixtures and buildings of any kind located on the Premises.

9. ALTERATIONS

9.1 Restriction

The Lessee must not without prior written consent from the Lessor or any other person from whom consent is required under this Lease or required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor make or allow to be made any alteration, addition or improvements or to demolish any part of the Premises.

9.2 Cost of Works

All works undertaken under this **clause 9** will be carried out at the Lessee's expense.

10. NO ASSIGNMENT, SUBLETTING AND CHARGING

10.1 No Assignment or Subletting

The rights in this Lease are personal to the Lessee, and Lessee may not transfer, assign, sublet, assign or otherwise part with possession or any way dispose of any of its rights or obligations under this Lease without the written consent of the Lessor, which consent may be withheld for any reason whatsoever in the Lessor's absolute discretion.

10.2 Property Law Act 1969

Sections 80 and 82 of the Property Law Act 1969 are excluded.

10.3 No Mortgage or Charge

The Lessee must not mortgage nor charge the leasehold interest in the Premises.

11. STATUTORY OBLIGATIONS & NOTICES

11.1 Comply with Statutes

The Lessee must comply promptly with:

- (a) all statutes and local laws from time to time in force relating to the Premises; and
- (b) all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

12. OBLIGATIONS ON EXPIRY OR TERMINATION OF LEASE

12.1 Restore Premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the performance by the Lessee of the Lessee's Obligations under this Lease fair wear and tear excepted.

12.2 Remove Lessee's Property prior to Termination

Prior to Termination, the Lessee must remove from the Premises all property of the Lessee including the Lessee's signs, fixtures, fittings, plant, equipment and other articles upon the Premises in the nature of trade or tenant's fixtures brought upon the Premises by the Lessee (other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises) and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

12.3 Lessor can Remove Lessee's Property on Re-Entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing such property.

12.4 Peacefully Surrender

On Termination, the Lessee must peacefully surrender and return to the Lessor the Premises in a condition consistent with the performance of the Lessee's Obligations under this Lease and surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

12.5 Obligations to continue

The Lessee's obligations under this clause will continue, notwithstanding the end or Termination of this Lease and the Termination of this Lease shall not prejudice the Lessor's rights in relation to any antecedent breach of the Lease by the Lessee.

LESSOR'S RIGHTS & OBLIGATIONS

13. LESSOR'S RIGHT OF ENTRY

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:

- (i) to undertake property inspections to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
- (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
- (iii) to comply with the Lessor's Obligations or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
- (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

14. LIMIT OF LESSOR'S LIABILITY

14.1 No Liability for Loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

14.2 Limit on Liability for Breach of Lessor's Obligations

- (a) The Lessor is only liable for breaches of the Lessor's Obligations set out in this Lease which occur while the Lessor is registered as the proprietor of the Land; and
- (b) the Lessor will not be liable for any failure to perform and observe any of the Lessor's Obligations due to any cause beyond the Lessor's control.

15. HOLDING OVER

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

16. DEFAULT

16.1 Events of Default

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Obligations for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (b) where the Lessee is an association which is incorporated under the *Associations Incorporations Act 1987*, the association is wound up whether voluntarily or otherwise;

- (c) where the Lessee is an association which is incorporated under the *Associations Incorporations Act 1987*, the Lessee passes a special resolution under the *Associations Incorporation Act 1997* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated; or
- (g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

16.2 Forfeiture

On the occurrence of any events of default the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month;

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Obligations or releasing the Lessee from liability in respect of the Lessee's Obligations.

16.3 Lessor May Remedy Lessee's default

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Obligations,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

17. CONSENTS

17.1 Western Australian Planning Commission's Consent

If for any reason whatsoever this Lease requires the consent of the Western Australian Planning Commission or other consent under the *Planning and Development Act 2005*, then this Lease is

made expressly subject to and conditional on the granting of that consent in accordance with the provisions of the *Planning and Development Act 2005*.

17.2 Minister for Land's Consent

In the event that the Land is subject to the provisions of the *Land Administration Act 1997* the grant of this Lease is made expressly subject to and is conditional on the consent of the Minister for Lands to this Lease.

18. ADDITIONAL TERMS AND CONDITIONS

Each of the terms and conditions (if any) specified in **Item 11** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

DEFINITIONS & INTERPRETATION

19. DEFINITIONS

In this Lease, unless otherwise required by the context or subject matter:

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the consent or implied consent of any person mentioned in paragraph (a);

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00, which rate cannot exceed the rate prescribed by, and imposed in accordance with, section 6.13 of the *Local Government Act 1995*;

Land means the land described at **Item 1** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Obligations means the agreements and obligations set out or implied in this Lease or imposed by law to be performed by any person other than the Lessor;

Lessor's Obligations means the agreements and obligations set out or implied in this Lease, or imposed by law to be performed by the Lessor;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

Premises means the premises described at **Item 1** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means a date identified in **Item 8** of the Schedule;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means expiry by lapse of time or sooner determination of the Term or any period of holding over.

20. INTERPRETATION

In this Lease, unless expressed to the contrary:

- (a) Words using:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender includes each gender;

- (b) A reference to:
 - (i) a natural person includes a body corporate or local government; and
 - (ii) a body corporate or local government includes a natural person;

- (c) A reference to a professional body includes a successor to or substitute for that body;

- (d) A reference to a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;

- (e) A reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements of any of them from time to time in force;

- (f) A reference to a right includes a benefit, remedy, discretion, authority or power;

- (g) A reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (h) A reference to this Lease or provisions or terms of this Lease or any other deed, agreement, instrument or contract include a reference to:
 - (i) both express and implied provisions and terms; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) Anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (k) If a Party comprises two or more persons the obligations and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them;
- (l) The agreements and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) an agreement not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
 - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done;
- (m) Except in the Schedule headings do not affect the interpretation of this Lease.

SCHEDULE

ITEM 1: LAND AND PREMISES

Land

Lot or Reserve Number

Premises

Physical Location

ITEM 2: TERM

01 APRIL 2027 to 28 FEBRUARY 2030

ITEM 3: FURTHER TERM

N/A

ITEM 4: COMMENCEMENT DATE

01 APRIL 2027

ITEM 5: RENT

\$amount ex GST per annum

Payable In One Instalment from 14 days of Invoice in March each year:

1 March 2027

1 March 2028

1 March 2029

First invoice must be paid prior to the commencement of the lease.

ITEM 6: USE

Cropping and Stock

ITEM 7: PUBLIC LIABILITY INSURANCE

\$10,000,000 (Ten Million Dollars).

Certificate of Currency must be provided.

ITEM 8: RENT REVIEW DATES

Fixed to 28 February 2030

ITEM 9: OUTGOINGS

Nil

ITEM 10: INSURANCE

The Lessee provides the Lessor with a copy of Lessee Public Liability Insurance Policy.

ITEM 11: ADDITIONAL TERMS AND CONDITIONS

- (a) Land and improvements are leased as is, where is, including current condition.
- (b) To put, keep and maintain all fences, gates, dams, tanks, wells and other improvements, of whatever nature and kind on the demised premises, in good and tenantable repair and condition.
- (c) To crop only the demised premises and keep the same in a good and proper state.
- (d) Hay may be grown and cut for a maximum of one (1) year in the three (3) year term.
- (e) The lease land is not surveyed, the arable area is an approximation and the Lessor is not liable for actual arable land each year.
- (f) To permit the Lessor and its agents, with or without workmen and others, to enter upon the demised premises at all reasonable hours for the purpose of viewing the condition and state of cultivation and repair thereof and to make good and repair any defect or want or reparation then found for which the Lessee is responsible.
- (g) The Lease for Reserve 5265A will have a term and condition noted here that access to Commonage Hill and possible trail development is a lease requirement. The Lease for Reserve 3378 will have a term and condition noted here that Reserve 3378 also has a licence agreement in place for motor sport events including Tractor Pull and affiliates, and Vintage Speedsters for the outer racetrack.
- (h) At the expiration or sooner determination of the said term, to deliver up to the Lessor the demised premises, together with all improvements thereon in such good order and condition as shall be consistent with the Lessee's covenants in that behalf herein contained or implied.

EXECUTED on _____ by the parties as a Deed:

THE COMMON SEAL of the SHIRE OF)
BEVERLEY was hereunto affixed in the presence)
of:)

PRESIDENT

(Print Full Name)

CHIEF EXECUTIVE OFFICER

(Print Full Name)

SIGNED: _____

Name: _____

Position: _____

(If a Club or Organisation, the Person signing must be Executive Committee Member)

Date: _____

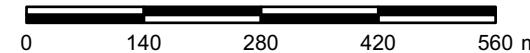
Lot 27959 on DP187547



Author:

Created: 3 October 2025 from Map Viewer Plus: <https://map-viewer-plus.app.landgate.wa.gov.au>

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**Shire of Beverley
Leasing of Cropping Committee Land – Tender Form
Bethany Farm**

Name, Club or Business Name: _____
Contact Person: _____
Phone No: _____
Email: _____
Postal Address: _____

Lease Name	Common Description	Period of Lease	Ha	Approximate Arable Hectares	Total price tendered, ex GST, per year.
Lot 27959 on Deposited Plan 187547	Bethany Farm	1 April 2027 to 28 February 2030	106	31	\$

By making a submission you:

- Have tendered the total price: **ex GST, per year**
- Acknowledge the period of lease is 1 April 2027 to 28 February 2030.
- Have read the Template Lease and General Information.
- Acknowledge the leases will be awarded at the Council Meeting Wednesday 28 October 2026.
- Acknowledge the Council may award/accept/reject any submission and that preference may be given to a community group over private business.
- Acknowledge the highest tender may not necessarily be accepted.
- Acknowledge the lease invoice will be sent annually in March 2027, March 2028 and March 2029 and have 14 days to complete payment from invoice date. The first invoice must be paid prior to the commencement of the lease.

Signature

Date