



City of
Greater Geraldton
a vibrant future



APPLICATION FOR RATES EXEMPTION

Section 6.26 of the Local Government Act 1995

Privacy

The personal information collected on this form will not be used by the City of Greater Geraldton for the sole purpose of providing requested and related services. Information will be stored securely by the City and will not be disclosed to any third parties without your express consent.

Instruction: Please print clearly in the spaces provided.

This application form is to be used by organisations seeking exemption from rates, pursuant to the Local Government Act 1995. In many cases the actual use of the land will determine eligibility for exemption from rating under the said Act. The provision of this exemption will result in a decision to be prepared, and you will be advised of the outcome in due course. Please attach any additional documents requested, as failure to do so may result in the application being refused.

All rates and charges are to be paid by the due date(s) and if the exemption request is granted a refund will be processed for the exempted amount.

1. LEGAL BASIS FOR THE REQUEST FOR EXEMPTION FROM RATES:

Section 6.26 Part 2 Section (g) Local Govt Act 2006

2. PROPERTY OWNER DETAILS

Organisation: Greenough FARMERS CLUB
Property Owner: Trustees: Simon Smith
(If different to above) Tan Harrison, Meryl Collard, John Criddle
Postal Address: P.O. Box 20 Walkaway Milton Clinch
Telephone: 99 2610 35 Mobile: _____
Email: fbsmith@wn.com.au

2. APPLICANT DETAILS

Organisation: Greenough FARMERS CLUB
Contact Person: Simon Smith
Position Title: President
Postal Address: P.O. Box 20 WALKAWAY
Telephone: A/A Mobile: _____
Email: A/A



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3. ORGANISATION INFORMATION

Is/Does the organisation:

An incorporated body under the Associations Incorporated Act 1987?

If yes, please provide a Certificate of Incorporation

Yes

☒

No

☐

All ready provided

Have a tax exemption from the ATO?

If yes, please provide a certificate of tax exemption from the ATO

Yes

☐

No

☒

We are Self assessed Tax exempt.

Leasing the property or not the owner of the property?

If yes, please provide a copy of the lease or any contract to show any right to the property

Yes

☐

No

☒

4. DOCUMENTATION REQUIREMENTS

Please provide a copy of (in addition to those specified in Section 3)

☒

Organisation's Constitution.

Done Already

☒

Written statements outlining the nature of the organisation's operations

enclosed

☒

Statutory Declaration outlining all the activities conducted in the property, e.g.

- Use/uses of the property
- Type of service provided
- Frequency of service provision (eg full-time, daily, weekly etc)
- Whether payment is received for the service

☒

Floor plan of the building/s outlining the uses as per the statutory declaration.

511-XXX

Lodged by: Aitorfer y Stow

Date and time: 5/12/06 14:05 hrs

At: Midland

FEE: 82
ASSESS. No.
160534

DEED OF, TRUST

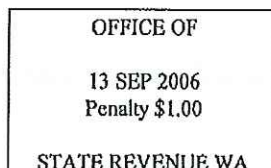
Issue to: Aitorfer y Stow

PO Box 20

Geraldton 6531.

RECEIVED FROM Aitorfer y Stow	
of DEATH	AT 14:05 HRS.
THIS 5 DAY OF December 2006	
AND REGISTERED IN BOOK XXY	
No 115	<i>[Signature]</i>
ASSISTANT REGISTRAR OF DEEDS.	

A memorial is required to be registered of a deed of trust of which the following is a copy.



ABN 66 012 878 629
WESTERN AUSTRALIA STAMP DUTY
DEE 14/09/06 13:11 002276285001
FEE \$XXXXXXXXXXXXXXXXXX.00
SD \$XXXXXXXXXXXXXXXXXX 20.00 PEN \$1.00

x THIS DEED is made the 10 day of APRIL

2006
2005.

BY IAN REGINALD HARRISON of 3 Chant Court Geraldton Western Australia, THOMAS MILTON CLINCH of 1 Crowther Street Geraldton Western Australia, JOHN VINCENT CRIDDLE of Walkaway Western Australia, SIMON PETER SMITH of Walkaway Western Australia and MERYL COLLARD of Walkaway Western Australia ("the New Trustees")

BACKGROUND:

x A By a deed of conveyance made on 10 day of April ²⁰⁰⁶2005 between IAN REGINALD HARRISON, THOMAS MILTON CLINCH and JOHN CYRIL ALWYN LEY ("the Surviving Trustees") of the one part and the New Trustees of the other part ("the Deed of Conveyance") the Surviving Trustees conveyed to the New Trustees their heirs and assigns all that parcel of land being Victoria Location 726 as more particularly described in Crown Grant enrolled No 2991 and the hereditaments and premises granted or expressed to be granted by the Deed of Conveyance ("the land").

B The New Trustees are the trustees for the time being of Greenough Farmers Club Incorporated.

OPERATIVE PART:

SIGNED by the said)
THOMAS MILTON CLINCH) T. Clinch ?
in the presence of)

Helen A Kerr

Witness Helen Anna Kerr
Address Bunbury Village Holiday Park
Bussell Hwy, Bunbury 6230
Occupation Manager

SIGNED by the said)
JOHN VINCENT CRIDDLE) JV Criddle ?
in the presence of)

P Sweeney

Witness Pamela May Sweeney
Address 1 Logue Court
Walkaway
Occupation Home Duties

SIGNED by the said)
SIMON PETER SMITH) SP Smith ?
in the presence of)

D Cobley

Witness Darren Richard Cobley
Address Lot 1010 Ellendale Pool Rd
Walkaway
Occupation Farmer

Simon Smith
President Greenough Farmers Club
P.O Box 20 Walkaway
W.A 6528

Mr Ken Deihm
CEO City of Greater Geraldton
P.O Box 101
Geraldton WA 6531
1/05/2014

Dear Ken,

The Greenough Farmers Club is a not for profit organisation. The club owns Victoria Location 726, being 80ha of rich red river loam. The land is held in trust by a board of trustees for the purpose of letting, at cost, to local clubs and community groups so that they may crop the land and therefore raise funds. We are not a sporting body/club.

This parcel of land was bequeathed to the club in April 1894. Since this date it has been used for several purposes:

1. The holding of agricultural shows.
2. Raising funds for community and sporting organisations.

The letting costs are predominantly council rates and public liability insurance.

We are applying to the City of Greater Geraldton for a rates exemption under section 6.26 Part 2 section (g) of the local government act 2006.

The Greenough Farmers Club Inc holds this land exclusively for charitable purposes and has done for many generations.

I am unsure what you require by way of proof to verify our claim.

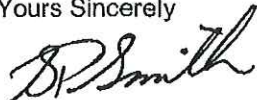
I can offer the following:

1. Certificate of incorporation.
2. Copy of original Crown deeds.
3. Copy of current constitution.
4. Copy of Rules and Regulations as adopted by the AGM in 1923.
5. Copy of trust deeds.
6. Copy of Indenture transferring Vic Loc 726 to Greenough Farmers Club 23 April 1894.

I believe our charitable bona fides are well known within the council as we have been successful in gaining a Mayoral donation in lieu of our rates for many years and you should have a long record of our purpose and supporting letters from the clubs who have raised funds via the club grounds over the years.

Should you require any more information please let me know. I can be contacted on 99261035, fbsmith@wn.com.au or at the postal address above. I am happy to meet with you to explain our complex situation if that will save time and effort

Yours Sincerely



Simon Smith
President Greenough Farmers Club Inc.



Department of Consumer & Employment Protection
Government of Western Australia

WESTERN AUSTRALIA
Associations Incorporation Act 1987
(Section 9(1))

Registered No: A1010619N

Certificate of Incorporation

This is to certify that

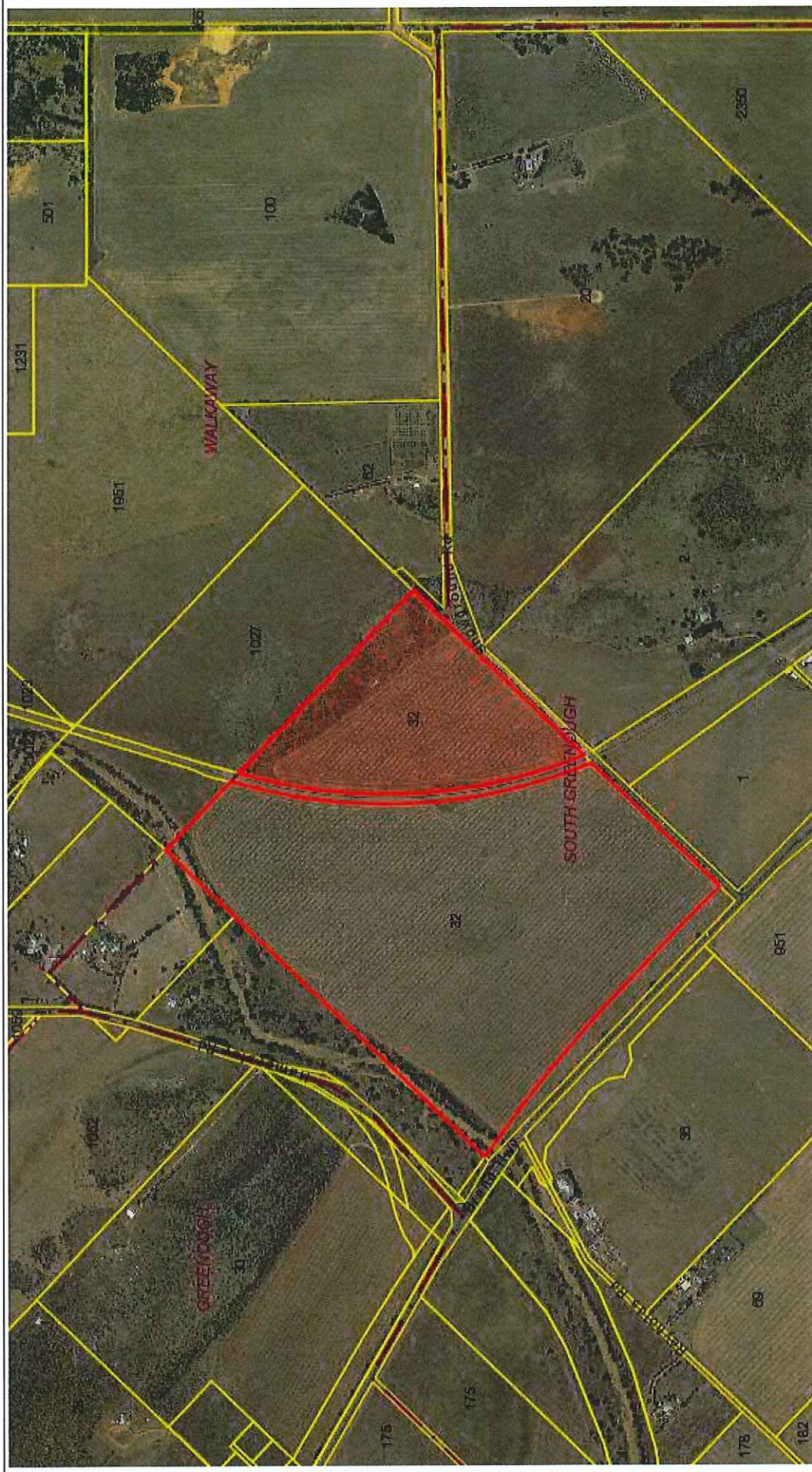
GREENOUGH FARMERS' CLUB INCORPORATED

was on the ninth day of October 2002
incorporated under the
Associations Incorporation Act 1987.

Dated this ninth day of October 2002

Commissioner for Fair Trading

CERTIFICATE



Scale : 1:12828

Date: Thursday, 12 June 2014

Whilst all care has been taken in the preparation of this data this information is provided as a guide only and no responsibility shall be taken for any omissions or errors in this document. The accuracy provided is not to be used for legal purposes but reference made to the original survey/certificates of title documents and legal versions of the Town Planning Schemes.



WESTERN AUSTRALIA

OATHS, AFFIDAVITS AND STATUTORY DECLARATIONS ACT 2005

STATUTORY DECLARATION

I, Simon Peter Smith a FARMER residing
at 797 Minnerooka Road WALKAWAY WA 6528
{name, address and occupation of person making declaration}

sincerely declare as follows:-

The land at Vic Loc 726 Brand Hwy held
in trust by myself and Others is solely used for
the betterment of the community by enabling
Local sporting, community, educational & Cultural
groups to raise funds by cropping the above mentioned
land.

The land is held in trust for the Greenough
Farmers Club Inc (Est 1894)

{Insert content of the statutory declaration; use numbered paragraphs if content is long}

This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the *Oaths, Affidavits and Statutory Declarations Act 2005*

at Greenough
{place}

on 5/6/14
{date}

in the presence of -
[Signature]
{Signature of authorised witness}

BRUCE JAMES MC DONELL
CPA
{Name of authorised witness and qualification as such a witness}

by [Signature]
{Signature of person making the declaration}

1 NAME

The name of the association is **GREENOUGH FARMERS' CLUB INCORPORATED** (hereinafter called "the Club").

2 OBJECTS

- (a) To promote the development of the agricultural pastoral horticultural and viticultural industries of the Greenough Walkaway district;
- (b) To acquire by any means improve farm cultivate use lease out and otherwise manager any agricultural pastoral horticultural or viticultural properties in the Greenough Walkaway district;
- (c) To apply the property and income of the Club for the benefit of the district community of Greenough Walkaway; and
- (d) Not to apply the property and income of the Club directly or indirectly to its members except in good faith and in the promotion of these objects.

3 POWERS

The Club shall have the following powers:-

- (a) To invest and deal with the moneys of the Club not immediately required upon such securities and in such manner as may be from time to time required.
- (b) To borrow or raise upon loan any sum or sums of money and for the purpose of securing repayment thereof to execute or give any mortgages, charges, bonds, debentures, bills of exchange, promissory notes or other securities over all or any of the property of the Club as may be deemed necessary and to liquidate, redeem or pay off such obligations and securities or any of them.

8 **ELECTION OF OFFICERS COMMITTEE MEMBERS TRUSTEES AUDITOR
ETC**

- (a) At the Annual General Meeting of the Club an election of Officers, Committee Members, Trustees, Auditor and any other honorary officers as shall be deemed necessary shall occur;
- (b) Only serving Committee Members may be elected as Officers of the Club and they shall hold office for one (1) year and be eligible for election;
- (c) Persons accepting nomination as Officers Committee Members or Trustees shall be present at the Annual General Meeting or shall signify their willingness to accept nomination in writing, such written acceptance to be presented at the Annual General Meeting;
- (d) Where there is more than one nomination for any position , voting shall be by ballot. The candidate or candidates polling the highest number of votes shall be elected;
- (e) Committee Members shall hold office until the third Annual General Meeting following their election when they shall retire but at the first Annual General Meeting under this constitution a ballot shall be conducted to determine the length of office for each of the four elected Committee Member for respective initial terms of one two three or four years. Committee Members shall be eligible for re-election;
- (f) Interim vacancies of Officers shall be filled by the Committee and such Officers shall hold office until the next annual election. They shall then retire but be eligible for re-election;

keep the accounts of the Association and shall prepare an annual financial statement and present such statement duly audited by the Club Auditor to the Annual General Meeting.

10 TRUSTEES TO HOLD LAND

It shall be a duty of the Trustees of the Club to hold Victoria Location 726 at Brand Highway Greenough and any other land which shall be the property of the Club from time to time for the benefit of the Club.

11 MANAGEMENT OF THE CLUB

The management of the affairs of the Club shall be vested in a Committee, which shall consist of the President, Secretary/Treasurer and four ordinary members.

12 MEETINGS OF THE COMMITTEE

- (a) The Committee shall meet as often as the President or in his absence the Secretary/Treasurer shall consider necessary and, where possible, at least three days notice of each meeting shall be given to each Committee member;
- (b) The Committee may adjourn and otherwise regulate its meetings as it thinks fit;
- (c) At all Committee meetings, four Committee members shall form a quorum;
- (d) The President or in his absence, the Secretary/Treasurer, shall preside at all Committee meetings. In the absence of both, the Committee members present shall elect one of their number to preside as chairman of that meeting;

- (c) To undertake all such administrative functions as may be necessary for carrying out the objects of the Club in accordance with this constitution.

14 ANNUAL GENERAL MEETINGS

- (a) The Annual General Meeting shall be held during February or March each year;
- (b) Every Annual General Meeting shall be publicized by advertisements on the Walkaway Tavern and Shop notice boards and in the Walkaway Primary School Newsletter or by such other means as determined by the Committee. Such notice shall give at least twenty eight (28) days notice of the meeting and contain the date, time and place of the meeting;

- (c) The order of business of the Annual General Meeting shall be as follows:-

Minutes

Presentation of reports

Election of Officers, Committee Members, Trustees and Auditor

Notices of motion

General business

- (d) The President or in his absence the Secretary/Treasurer shall be chairman at each Annual General Meeting;
- (e) Voting at the Annual General Meeting shall be by show of hands. In the case of an equality of votes the chairman shall have a second or casting vote;
- (f) Five (5) financial or life members shall constitute a quorum for an Annual General Meeting;
- (g) No person other than ordinary members or life members shall be entitled to vote at the Annual General Meeting; and

- (f) Five (5) financial or life members shall constitute a quorum at a Special General Meeting; and
- (g) In the event of a quorum not being present within thirty (30) minutes of the advertised starting time of the meeting, if convened upon the petition of members, it shall be forthwith dissolved. In any other case, the meeting shall be adjourned in accordance with paragraph (h) of clause 13 of this constitution.

16 **TERMINATION OF MEMBERSHIP**

Once admitted a person shall remain a member of the Club unless his or her membership be terminated by any one of the following events:-

- (a) Resignation.
- (b) Failure to pay membership subscriptions due by the member to the Club on the due date for payment; and
- (c) Motion of the Committee to the effect that membership be terminated for conduct likely to bring the Club into disrepute provided that:-
 - (i) Notice of the intention to move for the termination of the membership and offering the member a right of audience be sent to the member's last known or notified address by registered post at least twenty one (21) days before the Committee meeting at which the motion is to be dealt with; and
 - (ii) Such motion is carried by at least a three-fourths majority of those present and entitled to vote at that Committee meeting.

21 **ALTERATION AND INTERPRETATION OF THE CONSTITUTION**

- (a) This constitution may be amended or repealed at any Annual General Meeting or Special General Meeting provided that notice of any proposed alteration shall be in the hands of the Secretary/Treasurer in writing at least fourteen (14) days prior to such a meeting;
- (b) A copy of every new rule or amendment to the constitution shall be available to every member of the Club; and
- (c) Should any dispute arise as to the interpretation of this constitution, or the sense or intention of the same, or should the ruling of the President on such interpretation be dissented from, such a dispute or objection shall be referred to the Committee, whose decision shall be final and binding in all cases.

22 **COMMON SEAL**

- (a) The common seal of the Club and all of the Club's securities shall be in the hands of the Trustees; and
- (b) The common seal shall not be affixed to any deed, document or instrument except under and by virtue of a resolution of the Committee and when affixed shall be countersigned by all of the Trustees then holding office.

23 **DISSOLUTION**

The Club may be dissolved or wound up by a resolution at any General Meeting or at a Special General Meeting called for such purpose. If upon the dissolution or winding up of the Club there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to, transferred or distributed amongst the members of the Club. It shall be given to some other club, association, institution or body having objects similar wholly or in part to the objects of the Club and a

Nature and Purpose of Greenough Farmers Club Inc.

The Greenough Farmers Club Inc (GFC Inc) is a not for profit organisation. It holds the land, being Victoria Location 726 on the Brand Hwy, for the purpose of raising funds for the Walkaway - Greenough communities. The land was gifted to the club in the 1890's by Mr Clinch.

The land is held in trust by a board of trustees.

The land is managed by a management committee which is elected each year at the GFC Inc AGM. The positions are vacated on a two yearly rotation.

Sporting clubs and community groups are encouraged to apply for the use of the club grounds for a two year period. This enables each group the opportunity to grow a legume crop followed by a cereal crop. The GFC Inc charges a nominal fee each year to cover rates, insurance, fencing, water infrastructure and the application of long acting soil treatments such as lime and gypsum.

The management committee has two tasks. Firstly to keep the club grounds in excellent condition by ensuring that best farming practice is employed by all clubs using the grounds, secondly to assign the GFC Inc grounds to a particular club or community group for a two year period to enable them to crop the grounds and raise funds.

Clubs and groups who have benefited from the GFC Inc cropping ground in the past have been Walkaway Development Association, Greenough Polo Cross Club, Walkaway Polo Cross Club, Walkaway Tennis Club, Walkaway School P&C, Walkaway Polo Club, Walkaway Pony Club and Walkaway Grounds Committee.

Irrespective of who is using the club grounds the Greenough Farmers Club Inc is always responsible for the rates on Vic Loc 726. There is no formal lease document between GFC Inc and each successful applicant. The group awarded the use of the land is informed in writing the year before their tenure commences.

The Greenough Farmers Club is a community organisation dedicated to protecting the asset of Victoria location 726 so that the Walkaway - Greenough community has perpetual access to a powerful fundraising activity. All funds raised are reinvested into the local community.

The capacity of the GFC Inc grounds to raise funds has enabled the surrounding community to be progressive and self funding. Council in the past would rarely encounter a request for funds from any of the above groups without a significant contribution from that group and this is due in part to the fund raising abilities of the GFC Inc land. This enables the community to be partially self supporting whilst removing some of the financial demands on council.