



Part 1: Application type

INSTRUCTIONS:

- Completion of this form is a statutory requirement under s.54(1)(a) of the *Environmental Protection Act 1986 (WA) (EP Act)* for works approval applications; s.57(1)(a) for licence and licence renewal applications; s.59B(1)(a) for applications for an amendment; and under r.5B(2)(a) of the *Environmental Protection Regulations 1987 (WA) (EP Regulations)* for applications for registration of premises.
- The instructions set out in this application form are general in nature.
- A reference to 'you' in these instructions is a reference to the applicant.
- The information provided to you by the Department of Water and Environmental Regulation (DWER) in relation to making applications does not constitute legal advice. DWER recommends that you obtain independent legal advice.
- Applicants seeking further information relating to requirements under the EP Act and/or EP Regulations are directed to the Parliamentary Counsel's Office website (www.legislation.wa.gov.au). Schedule 1 of the EP Regulations contains the categories of prescribed premises.
- For prescribed premises where activities fall within more than one category, ALL applicable categories must be identified. This applies for existing prescribed premises seeking renewal or amendment, as well as new prescribed premises.
- The application form must be completed with all relevant information attached. Attachments can be combined and submitted as one or more consolidated documents if desired, provided it is clear which section of the application form the information / attachments relate to. Where attachments are submitted separately, avoid duplicating information. Ensure that any cross-references between the application form and the supporting document(s) are accurate.
- If an application form has been submitted which is incomplete or materially incorrect, the Chief Executive Officer of DWER (CEO) will decline to deal with the application and advise the applicant accordingly.
- On completing this application form, please submit it to DWER in line with the instructions in Part 15 of the form.

1.1 This is an application for:
[Select one option only. Your application may be returned if multiple options are selected.]

under Part V, Division 3 of the EP Act.

Please see the:

- [Guideline: Industry Regulation Guide to Licensing](#)
- [Procedure: Prescribed premises works approvals and licences](#)

for more information to assist in understanding DWER's regulatory regime for prescribed premises.

☒ Works approval

☐ Licence

Existing registration number(s): []

Existing works approval number(s): []

☐ Renewal

Existing licence number: []

☐ Amendment

Number of the existing licence or works approval to be amended: []

☐ Registration (works approval already obtained)

Existing works approval number(s): []

1.2 For a works approval amendment or licence amendment, are there less than 90 business days until the expiry of the existing works approval or licence?

Only active instruments can be amended. Applications to amend a works approval or licence must be made 90 business days or more prior to the existing works approval or licence expiring to ensure there is adequate time to assess the amendment.

Yes

☐

Part 1: Application type	
1.3 This application is for the following categories of prescribed premises: <i>(specify all prescribed premises category numbers)</i>	Category 56 Used tyre storage (tyre fitting business): premises on which used tyres are stored in connection with a tyre fitting business. 500 tyres per year or more. Category 57 Used tyre storage (general): premises (other than premises within category 56) on which used tyres are stored Category 61A Solid waste facility: premises (other than premises within category 67A) on which solid waste produced on other premises is stored, reprocessed, treated, or discharged onto land. 1000t per year or more ☒ All activities that meet the definition of a prescribed premises as set out in Schedule 1 of the EP Regulations have been specified above (tick, if yes).

Completion Matrix The matrix below explains what sections are required to be completed for different types of applications.			
Application form section	New application / registration	Renewal	Amendment
Part 1: Application type	•	•	•
Part 2: Applicant details	•	•	•
Part 3: Premises details	•	•	⚠
Part 4: Proposed activities	•	•	•
Part 5: Index of Biodiversity Surveys for Assessment and Index of Marine Surveys for Assessment	If required.	If required.	If required.
Part 6: Other DWER approvals	•	•	•
Part 7: Other approvals and consultation	•	•	•
Part 8: Applicant history	•	•	⚠
Part 9: Emissions, discharges, and waste	•	•	⚠
Part 10: Siting and location	•	•	⚠
Part 11: Submission of any other relevant information	•	•	If required.
Part 12: Category checklist(s)	•	•	•
Part 13: Proposed fee calculation	•	•	•
Part 14: Commercially sensitive or confidential information	•	•	•
Part 15: Submission of application	•	•	•
Part 16: Declaration and signature	•	•	•
Attachment 1A: Proof of occupier status	•	•	N/A
Attachment 1B: ASIC company extract	•	•	N/A
Attachment 1C: Authorisation to act as a representative of the occupier	•	•	•
Attachment 2: Premises map/s	•	•	⚠
Attachment 3A: Environmental commissioning plan	If required.	N/A	If required
Attachment 3B: Proposed activities	•	•	⚠
Attachment 3C: Map of area proposed to be cleared (only applicable if clearing is proposed)	•	•	•
Attachment 3D: Additional information for clearing assessment	If required.	If required.	If required.
Attachment 4: Marine surveys (only applicable if marine surveys included in application)	•	•	•
Attachment 5: Other approvals and consultation documentation	•	•	⚠

Attachment 6A: Emissions and discharges	If required.	If required.	If required.
Attachment 6B: Waste acceptance	If required.	If required.	If required.
Attachment 7: Siting and location	•	•	⚠
Attachment 8: Additional information submitted	If required.	If required.	If required.
Attachment 9: Category-specific checklist(s)	•	If required.	If required.
Attachment 10: Proposed fee calculation	•	•	•
Attachment 11: Request for exemption from publication	If required.	If required.	If required.

Key:

- Must be completed / submitted.
- ⚠ To the extent changed / required in relation to the amendment.
- N/A Not required with application, but may be requested subsequently depending on DWER records.
- "If required" Sections for applicants to determine.

Part 2: Applicant details**INSTRUCTIONS:**

- The applicant (the occupier of the premises) must be an individual(s), a company, body corporate, or public authority, but not a partnership, trust, or joint-venture name. Applications made by or on behalf of business names or unincorporated associations will not be accepted.
- If applying as an individual, your full legal name must be provided.
- If applying as a company, body corporate, or public authority, the full legal entity name must be inserted.
- Australian Company Number's (ACN) must be provided for all companies or body corporates.
- DWER prefers to send all correspondence electronically via email. We request that you consent to receiving all correspondence relating to instruments and notices under Part V of the EP Act (Part V documents) electronically via email, by indicating your consent in Section 2.3.
- Companies or body corporates making an application must nominate an authorised representative from within their organisation. Proof of authorisation must be submitted with the application (see Section 2.10). If you are applying as an individual, you are the representative.
- Details of a contact person must be provided for DWER enquiries in relation to your application. This contact person can be a consultant if authorised to represent the applicant. Written evidence of this authorisation must be provided.
- Details of the occupier of the premises must be provided. One of the options must be selected and if you have been asked to specify, please provide details. For example, if 'lease holder' has been selected, please specify the type of lease (for example, pastoral lease, mining lease, or general lease) and provide a copy of the lease document(s). Note that contracts for sale of land will not be sufficient evidence of occupancy status.

2.1	Applicant name/s (full legal name/s): The proposed holder of the works approval, licence or registration.	Upcycle Tyre Services Pty Ltd	
	ACN (if applicable):		
2.2	Trading as (if applicable):	N/A	
2.3	Authorised representative details: The person authorised to receive correspondence and Part V documents on behalf of the applicant under the EP Act. Where 'yes' is selected, all correspondence will be sent to you via email, to the email address provided in this section. Where 'no' has been selected, Part V documents will be posted to you in hard	Name	
		Position	
		Telephone	
		Email	
			Yes

Part 2: Applicant details				
	copy to the postal / business address specified in Section 2.4, below. Other general correspondence may still be sent to you via email.	<i>I consent to all written correspondence between myself (the applicant) and DWER, regarding the subject of this application, being exclusively via email, using the email address I have provided above.</i>		☒ ☐
2.4	Registered office address, as registered with the Australian Securities and Investments Commission (ASIC): This must be a physical address to which a Part V document may be delivered.	62 Burlington St, Naval Base, WA 6165		
2.5	Postal address for all other correspondence: If different from Section 2.4.			
2.6	Contact person details for DWER enquiries relating to the application (if different from the authorised representative): For example, could be a consultant or a site-based employee.	Name		
		Position		
		Organisation		
		Address		
		Telephone		
		Email		
2.7	Occupier status: Occupier is defined in s.3 of the EP Act and includes a person in occupation or control of the premises, or occupying a different part of the premises whether or not that person is the owner. Note: if a lease holder, the applicant must be the holder of an executed lease, not just an agreement to lease.	Registered proprietor on certificate of title.	☐	
		Lease holder (please specify, including date of expiry of lease).	☒	
		Eight years commencing 10 February, 2025; Plus an option for five years thereafter		
		Public authority that has care, control, or management of the land.	☐	
		Other evidence of legal occupation or control (please specify – for example, joint venture operating entity, contract, letter of operational control, or other legal document or evidence of legal occupation).	☐	
Attachments			N/A	Yes
2.8	Attachment 1A: Proof of occupier status	Copies of certificate of title, lease, or other instruments evidencing proof of occupier status, including the expiry date or confirmation that there is no expiry date, have been provided and labelled as Attachment 1A.	☐	☒
2.9	Attachment 1B: ASIC company extract	A current company information extract (not the company information summary) purchased from the ASIC website(s) for all new applications / registrations has been provided and labelled as Attachment 1B.	☐	☒
2.10	Attachment 1C: Authorisation to act as representative of the occupier	A copy of the documentation authorising the applicant to act on the occupier's behalf as their authorised agent/representative has been provided and labelled as Attachment 1C.	☒	☐

Part 3: Premises details				
3.1	Premises description (whole or part to be specified): Include the land description (volume and folio number, lot, or location number/s); Crown lease or reserve number; pastoral lease number; or mining tenement number (as appropriate), of all properties, as shown on title details registered with Landgate.	62 Burlington St Naval Base WA 6165 Lot 5 on Diagram 36476 Certificate of title Volume 1890 Folio 560		
	Premises street address Include the suburb.	62 Burlington St Naval Base WA 6165		
	Premises name (if applicable):	N/A		
3.2	Local Government Authority area: City, Town, or Shire.	City of Kwinana		
3.3	GPS (latitude and longitude) coordinates: GPS coordinates determined using the GDA 2020 (Geographic latitude / longitude) coordinate system and datum must be provided for all points around the proposed premises boundary, where the entirety of the cadastre (land parcel) or mining tenements are not used as the premises boundary.	Entrance from Burlington St: 32° 12' 2.5" South 115° 47' 15.7" East (Whole of site included)		
Attachments			N/A	Yes
3.4	Attachment 2: Premises map(s) You must provide as an attachment to this application form, labelled Attachment 2, either: - an aerial photograph, map, and site plan of sufficient scale showing the proposed prescribed premises boundary - or - where available, a map of the proposed premises boundary and site plan as an ESRI shapefile (accepted file types include .dbf, .shp, .prj, and .shx) with the following properties (provided on a suitable portable digital storage device, if submitting application in hard copy form): - Geometry type: Polygon Shape - Coordinate system: GDA 2020 (Geographic latitude / longitude) - Datum: GDA 2020 (Geocentric Datum of Australia 2020). You must also provide a map or maps of the prescribed premises, clearly identifying and labelling: - layout of key infrastructure and buildings, clearly labelled; - the premises boundary (where the premises boundary does not align with the entirety of the cadastral boundary, identify the Lot Number for which the premises is part of); - emission and discharge points (with precise GPS coordinates where available); - monitoring points (with precise GPS coordinates where available); - sensitive receptors and land uses - all areas proposed to be cleared (if applicable). Maps must contain a north arrow, clearly marking the area in which the activities are carried out. The map or maps must be of reasonable clarity and have a visible scale.	☐	☒	

Part 4: Proposed activities**INSTRUCTIONS:**

- You must provide a description and the scope, size and scale of all prescribed activities of Schedule 1 to the EP Regulations including the maximum production or design capacity of each prescribed activity.
- If applying for a works approval or licence amendment involving the construction of new infrastructure, you must provide information on infrastructure to be constructed and how long construction is expected to take. You must confirm if commissioning is to occur and how long it will take.
- If applying for a works approval or licence amendment *not* involving the construction of new infrastructure, provide details of the proposed amendment.
- You must identify all emission sources on the premises map/s.
- You must also provide information on activities which directly relate to the prescribed premises category which have, or are likely to result in, an emission or discharge.
- If clearing activities are proposed provide a description and details. If a relevant exemption under Schedule 6 of the EP Act or r.5 of the Environmental Protection (Clearing of Native Vegetation) Regulations 2004 (WA) (Clearing Regulations) may apply, provide details.
- Note that in some cases, DWER may require that the clearing components of a works approval or licence (or amendment) application be submitted separately through the clearing permit application process. Refer to the [Procedure: Prescribed premises works approvals and licences](#) for further guidance.
- Please note that the requested information is critical to DWER's understanding of the proposed activities. The more accurate, specific, and complete the information provided in the application, the less uncertainty that DWER may identify in the application, therefore facilitating completion of the assessment in a more efficient and timely manner.

4.1 Prescribed premises infrastructure and equipment

In Table 4.1 (below), provide a list of all items of infrastructure and equipment within the boundary of the prescribed premises relevant to this application, and include the following details for each:

- relevant categories (if known)** – the categories of prescribed premises (as listed under Schedule 1 of the EP Regulations) that relate to that infrastructure or equipment;
- site plan reference** – the location of that infrastructure or equipment (with reference to the site plan map or maps provided above in Section 3.4 and labelled as Attachment 2 – e.g. use GPS coordinates or a clear description such as "labelled as [label on premises map] on Map A");
- is it critical containment infrastructure (CCI)?** – indicate if the identified infrastructure or equipment would be categorised as CCI. Refer to the [Guideline: Industry Regulation Guide to Licensing](#) for further information on CCI; and
- is environmental commissioning required?** – indicate if environmental commissioning is intended to be undertaken for that item of infrastructure or equipment. Refer to the [Guideline: Industry Regulation Guide to Licensing](#) for further information on environmental commissioning.

Add additional rows to Table 4.1 (below) as required.

Table 4.1: Infrastructure and equipment

	Infrastructure and equipment	Relevant categories (if known)	Site plan reference	CCI? (mark if yes)	Environmental commissioning? (mark if yes)
1.	Workshop (WS)	56, 57, 61A	By name	☐	☐
2.	Plant Room (PR)	56, 57, 61A	By name	☐	☐
3.	Telehandler (+ bucket & forklift attachment)	56, 57, 61A	Various	☐	☐
4.	Shredder & bunker	57, 61A	PR	☐	☐
5.	De-rimmer	56, 57, 61A	PR	☐	☐
6.	Tyre fitting stations	56, 57	WS	☐	☐
7.	Tyre de-beader	61A	PR	☐	☐
8.	Bitumen & gravel hardstand	56, 57, 61A	Various	☐	☐
9.	Bunding to WS & PR	56, 57, 61A	Various	☐	☐
10.	Firewater tanks	56, 57, 61A	By name	☐	☐

Part 4: Proposed activities		
4.2	Detailed description of proposed activities or proposed changes (if an amendment): You must provide details of proposed activities relevant to this application within the boundary of the prescribed premises, identifying: • scope, size, and scale of the project, including details as to production or design capacity (and/or frequency, if applicable); • key infrastructure and equipment; • description of processes or operations (a process flow chart may be included as an attachment); • emission / discharge points; • locations of waste storage or disposal • activities occurring during construction, environmental commissioning, and operation (if applicable). If assessment and imposition of conditions to allow environmental commissioning to be undertaken are requested, please provide an environmental commissioning plan as Attachment 3A (see 4.11 below). Additional information relating to the proposed activities may be included in Attachment 3B (see 4.12 below).	
	Construction activities (if applicable): Installation of equipment. Equipment is supplied ready for use and requires to be fixed to the ground and connected to utilities.	
	Environmental commissioning activities (if applicable): Refer to the Guideline: Industry Regulation Guide to Licensing for further guidance. Fire equipment has been confirmed as in good working order. One hose reel is subject to replacement. Bunding to Workshop and Plant Room to be installed. Firewater offtake and emergency firewater tanks.	
	Time limited operations activities (if applicable): Different elements of the premises may require time limited operations to commence at different times. In these circumstances, please specify the infrastructure and/or equipment for which time limited operations authorisation is being applied for. If time limited operations are expected to differ from future licensed operations, specify how and why this would be the case. Refer to the Guideline: Industry Regulation Guide to Licensing for further guidance. Waste receipt, tyre fitting, tyre shredding, sea container packing and rubber shred export. All aspects will be ready to commence operation as soon as installed.	
	Operations activities (for a licence): Waste receipt, tyre fitting, tyre de-beading & shredding, sea container packing and rubber shred export	
4.3	Estimated operating period of the project / premises (e.g. based on estimated infrastructure life):	13 years based upon lease
4.4	Proposed date(s) for commencement of works (if applicable):	ASAP prefer prior 30 September 2025
4.5	Proposed date(s) for conclusion of works construction (if applicable): This date should coincide with the submission to DWER of an Environmental Compliance Report(s) and/or a Critical Containment Infrastructure Report(s) as required. Refer to the Guideline: Industry Regulation Guide to Licensing.	31 March 2026 latest
4.6	Proposed date(s) for environmental commissioning of works (if applicable):	N/A

Part 4: Proposed activities				
Refer to the Guideline: Industry Regulation Guide to Licensing .				
4.7	Proposed date/s for commencement of time limited operations under works approval (if applicable): Refer to the Guideline: Industry Regulation Guide to Licensing .	As soon as installation is completed. 31 March 2026 latest.		
4.8	Maximum production or design capacity for each category applied for (based on infrastructure operating 24 hours a day, 7 days a week): Provide figures for all categories listed in Section 1.2. Units of measurement must be the same as the units of measurement associated with the relevant category as identified in Schedule 1 of the EP Regulations.	Operations are limited to: Mon-Fri 0600-1800 by Development Application Equipment design capacity is 5000tpa Cat 56/57: 1200 tyres (48t) CAT 61A: 5,000tpa		
4.9	Estimated / actual throughput for each category applied for: Provide figures for all categories listed in Section 1.2. Units of measurement must be the same as the units of measurement associated with the relevant category as identified in Schedule 1 of the EP Regulations.	Cat 56/57: 1200 tyres (48t) Cat 61A: 5,000t per annum		
Attachments			N/A	Yes
4.10	Attachment 2: Premises map	Emission/discharge points are clearly labelled on the map/s required for Part 3.4 (Attachment 2).	☐	☒
4.11	Attachment 3A: Environmental commissioning plan	If applying to construct works or install equipment, and environmental commissioning of the works or equipment is planned, an environmental commissioning plan has been included in Attachment 3A. The environmental commissioning plan is expected to include, at minimum, identification of: - the sequence of commissioning activities to be undertaken, including details on whether they will be done in stages; - a summary of the timeframes associated with the identified sequence of commissioning activities; - the inputs and outputs that will be used in the commissioning process; - the emissions and/or discharges expected to occur during commissioning; - the emissions and/or discharges that will be monitored and/or confirmed to establish or test a steady-state operation (e.g. identifying emissions surrogates, etc.), including a detailed emissions monitoring program for the measurement of those emissions and/or discharges; - the controls (including management actions) that will be put in place to address the expected emissions and/or discharges; - any contingency plans for if emissions exceedances or unplanned emissions and/or discharges occur - how any of the above would differ from standard operations once commissioning is complete. Note that DWER will not include conditions on a granted instrument that authorise environmental commissioning activities where it is not satisfied that the risks associated with environmental commissioning can be adequately addressed.	☐	☒
4.12	Attachment 3B: Proposed activities	Additional information relating to the proposed activities has been included in Attachment 3B (if required).	☐	☒
Clearing activities				
4.13 to 4.19 are only required if the application includes clearing of native vegetation.				
4.13	Proposed clearing area (hectares and/or number of individual trees to be removed):	N/A		

Part 4: Proposed activities				
4.14	Details of any relevant exemptions: Refer to DWER's A guide to the exemptions and regulations for clearing native vegetation .		N/A	
4.15	Proposed method of clearing:		N/A	
4.16	Period within which clearing is proposed to be undertaken: For example, May 2020 – June 2020.		N/A	
4.17	Purpose of clearing: N/A			
Clearing activities – Attachments			N/A	Yes
4.18	Attachment 3C: Map of area proposed to be cleared	You must provide: an aerial photograph or map of sufficient scale showing the proposed clearing area and prescribed premises boundary OR if you have the facilities, a suitable portable digital storage device of the area proposed to be cleared as an ESRI shapefile with the following properties: • Geometry type: Polygon Shape • Coordinate system: GDA 2020 (Geographic latitude / longitude) • Datum: 2020 1994 (Geocentric Datum of Australia 2020).	☒	☐
4.19	Attachment 3D: Additional information for clearing assessment	Additional information to assist in the assessment of the clearing proposal may be attached to this application (for example, reports on salinity, fauna or flora studies or other environmental reports conducted for the site).	☒	☐

Part 5: Index of Biodiversity and Marine Surveys for Assessments (IBSA and IMSA)				
INSTRUCTIONS:				
• Biodiversity surveys should be submitted through the IBSA Submissions Portal at ibsasubmissions.dwer.wa.gov.au • Biodiversity surveys submitted to support this application must meet the requirements of the EPA's <i>Instructions for the preparation of data packages for the Index of Biodiversity Surveys for Assessments (IBSA)</i>. • Marine surveys submitted to support this application must meet the requirements of the EPA's <i>Instructions for the preparation of data packages for the Index of Marine Surveys for Assessments (IMSA)</i>. • If these requirements are not met, DWER will decline to deal with the application.				
Attachments			N/A	Yes
5.1	Biodiversity surveys Please provide the IBSA number(s) (or submission number(s) if IBSA number has not yet been issued) in the space provided. Note that a submission number is not confirmation of acceptance of a biodiversity survey and is not the same as an IBSA number. IBSA numbers are only issued once a survey has been accepted. Once an IBSA number is issued, please notify the department.	All biodiversity surveys submitted with this application meet the requirements of the EPA's Instructions for the preparation of data packages for the Index of Biodiversity Surveys for Assessments (IBSA).	☒	☐
	Submission number(s)	N/A		
	IBSA number(s)	N/A		

Part 5: Index of Biodiversity and Marine Surveys for Assessments (IBSA and IMSA)**INSTRUCTIONS:**

- Biodiversity surveys should be submitted through the IBSA Submissions Portal at ibsasubmissions.dwer.wa.gov.au
- Biodiversity surveys submitted to support this application must meet the requirements of the EPA's *Instructions for the preparation of data packages for the Index of Biodiversity Surveys for Assessments (IBSA)*.
- Marine surveys submitted to support this application must meet the requirements of the EPA's *Instructions for the preparation of data packages for the Index of Marine Surveys for Assessments (IMSA)*.
- If these requirements are not met, DWER will decline to deal with the application.

5.2	Attachment 4: Marine surveys	All marine surveys submitted with this application meet the requirements of the EPA's Instructions for the preparation of data packages for the Index of Marine Surveys for Assessments (IMSA) .	☒	☐
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Part 6: Other DWER approvals**INSTRUCTIONS:**

- If you have applied, or intend to apply, for other approvals within DWER that may be relevant to this application, you must provide relevant details.
- If you have referred, or intend to refer, your proposal to the Environmental Protection Authority (EPA), you must provide the requested details.

Pre-application scoping

6.1 **Have you had any pre-application / pre-referral / scoping meetings with DWER regarding any planned applications?**

☒ No

☐ Yes – provide details:

Environmental impact assessment (Part IV of the EP Act)

6.2 **Have you referred or do you intend to refer the proposal to the EPA?**

Section 37B(1) of the EP Act defines a 'significant proposal' as "a proposal likely, if implemented, to have a significant effect on the environment".

If DWER considers that the proposal in this application is likely to constitute a 'significant proposal', DWER is required under s.38(5) of the EP Act to refer the proposal to the EPA for assessment under Part IV, if such a referral has not already been made.

If a relevant Ministerial Statement already exists, please provide the MS number in the space provided.

☐ Yes (referred) – reference (if known): []

☐ Yes – intend to refer (proposal is a 'significant proposal') ☐ Yes – intend to refer (proposal will require a s.45C amendment to the current Ministerial Statement): MS []

☐ No – a valid Ministerial Statement applies: MS []

☒ No – not a 'significant proposal'

Clearing of native vegetation (Part V Division 2 of the EP Act and Country Area Water Supply Act 1947)

6.3 **Have you applied or do you intend to apply for a native vegetation clearing permit?**

In accordance with the [Guideline: Industry Regulation Guide to Licensing](#) and [Procedure: Native vegetation clearing permits](#), where clearing of native vegetation:

- is exempt under Schedule 6 of the EP Act or the Environmental Protection (Clearing of Native Vegetation) Regulations 2004 (WA) (refer to [A guide to the exemptions and regulations for clearing native vegetation](#))
- is being assessed by a relevant authority which would lead to an exemption under Schedule 6 of the EP Act, or
- has been referred under s.51DA of the EP Act and a determination made that a clearing permit is not required (refer to the [Guideline: Native vegetation clearing referrals](#)),

the clearing will not be reassessed by DWER or be subject to any additional controls by DWER.

If the proposed clearing action is to be assessed in accordance with, or under, an *Environment Protection and Biodiversity Conservation Act* (Cth) (EPBC Act) accredited process, such as the assessment bilateral agreement, the clearing permit application [Form Annex C7 – Assessment bilateral agreement](#) must be completed and attached to your clearing permit application.

☐ Yes – clearing application reference (if known): CPS []

☐ Yes – a valid EP Act clearing permit already applies: CPS []

☐ No – this application includes clearing (please complete Sections 4,13 to 4,19 above)

☒ No – permit not required (no clearing of native vegetation)

☐ No – permit not required (clearing referral decision): CPS []

☐ No – an exemption applies (explain why):

Part 6: Other DWER approvals			
6.4	Have you applied or do you intend to apply for a Country Area Water Supply Act 1947 licence? If a clearing exemption applies in a <i>Country Area Water Supply Act 1947</i> (CAWS Act) controlled catchment, or if compensation has previously been paid to retain the subject vegetation, a CAWS Act clearing licence is required. If yes, contact the relevant DWER regional office for a Form 1 <i>Application for licence</i>. Map of CAWS Act controlled catchments	☐ Yes – application reference (if known): [] ☐ No – a valid licence applies: [] ☒ No – licence not required	
Water licences and permits (<i>Rights in Water and Irrigation Act 1914</i>)			
6.5	Have you applied, or do you intend to apply for: 1. a licence or amendment to a licence to take water (surface water or groundwater); or 2. a licence to construct wells (including bores and soaks); or 3. a permit or amendment to a permit to interfere with the bed and banks of a watercourse? For further guidance on water licences and permits under the <i>Rights in Water and Irrigation Act 1914</i>, refer to the Procedure: Water licences and permits.	☐ Yes – application reference (if known): [] ☐ No – a valid licence / permit applies: [] ☐ No – an exemption applies (explain why): ☒ No – licence / permit not required	

Part 7: Other approvals and consultation				
INSTRUCTIONS: • Please provide copies of all relevant documentation indicated below, including any conditions, exclusions, or expiry dates. • “Major Project” means: ➢ A State Development Project, where the lead agency is the Department of Jobs, Tourism, Science and Innovation (including projects to which a State Agreement applies); or ➢ A Level 2 or 3 proposal, as defined in the Department of Premier and Cabinet’s Lead Agency Framework.				
		N/A	No	Yes
7.1	Is the proposal a Major Project?		☒	☐
7.2	Is the proposal subject to a State Agreement Act?		☒	☐
	If yes, specify which Act:	N/A		
7.3	Has the proposal been allocated to a “Lead Agency” (as defined in the Lead Agency Framework)?		☒	☐
	If yes, specify Lead Agency contact details:	N/A		
7.4	Has the proposal been referred and/or assessed under the EPBC Act (Commonwealth)?	☒	☐	☐
	If yes, please specify referral, assessment and/or approval number:	N/A		
7.5	Has the proposal obtained all relevant planning approvals?	☐	☒	☐
	If planning approval is necessary but has not been obtained, please provide details indicating why:			
	Subject to a current Development Application via City of Kwinana (Referral to be provided)			
	If planning approval is not necessary, please provide details indicating why:			
	N/A			

Part 7: Other approvals and consultation				
7.6	For renewals or amendment applications, are the relevant planning approvals still valid (that is, not expired)?	☒	☐	☐
7.7	Has the proposal obtained all other necessary statutory approvals (not including any other DWER approvals identified in Part 6 of this application)?	☐	☒	☐
If no, please provide details of approvals already obtained, outstanding approvals, and expected dates for obtaining these outstanding approvals:				
Development application (change of land use) pending submission to City of Kwinana. Referral No. TBA.				
		N/A	No	Yes
7.8	Has consultation been undertaken with parties considered to have a direct interest in the proposal (that is, interested parties or persons who are considered to be directly affected by the proposal)? DWER will give consideration to submissions from interested parties or persons in accordance with the Guideline: Industry Regulation Guide to Licensing .	☐	☐	☒
Attachments			N/A	Yes
7.9	Attachment 5: Other approvals and consultation documentation	Details of other approvals specified in Part 7 of this application, including copies of relevant decisions and any consultation undertaken with direct interest stakeholders have been provided and labelled Attachment 5.		☐ ☒

Part 8: Applicant history				
Note:				
- DWER will undertake an internal due diligence of the applicant's fitness and competency based on DWER's compliance records and the responses to Part 8 of the form. - If you wish to provide additional information for DWER to consider in making this assessment, you may provide that information as a separate attachment (see Part 11).				
		N/A	No	Yes
8.1	If the applicant is an individual, has the applicant previously held, or do they currently hold, a licence or works approval under Part V of the EP Act?	☒	☐	☐
8.2	If the applicant is a corporation, has any director of that corporation previously held, or do they currently hold, a licence or works approval under Part V of the EP Act?	☐	☒	☐
8.3	If yes to 8.1 or 8.2 above, specify the name of company and/or licence or works approval number:			
8.4	If the applicant is an individual, has the applicant ever been convicted, or paid a penalty, for an offence under a provision of the EP Act, its subsidiary legislation, or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☒	☐	☐
8.5	If the applicant is a corporation, has any director of that corporation ever been convicted, or paid a penalty, for an offence under a provision of the EP Act, its subsidiary legislation, or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.6	If the applicant is a corporation, has any person concerned in the management of the corporation, as referred to in s.118 of the EP Act, ever been convicted of, or paid a penalty, for an offence under a provision of the EP Act, its subsidiary legislation, or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.7	If the applicant is a corporation, has any director of that corporation ever been a director of another corporation that has been convicted, or paid a penalty, for an offence under a provision of the EP Act, its subsidiary legislation, or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐

Part 8: Applicant history				
8.8	With regards to the questions posed in 8.4 to 8.7 above, have any legal proceedings been commenced, whether convicted or not, against the applicant for an offence under a provision of the EP Act, its subsidiary legislation, or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.9	Has the applicant had a licence or other authority suspended or revoked due to a breach of conditions or an offence under the EP Act or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.10	If the applicant is a corporation, has any director of that corporation ever had a licence or other authority suspended or revoked due to a breach of conditions or an offence under the EP Act or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.11	If the applicant is a corporation, has any director of that corporation ever been a director of another corporation that has ever had a licence or other authorisation suspended or revoked due to a breach of conditions or an offence under the EP Act or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.12	If yes to any of 8.4 to 8.11 above, you must provide details of any charges, convictions, penalties paid for an offence, and/or licences or other authorisations suspended or revoked: N/A			

Part 9: Emissions, discharges, and waste						
INSTRUCTIONS: - Please see Guideline: Risk Assessments and provide all information relating to emission sources, pathways and receptors relevant to the application. - You must provide details on sources of emissions (for example, kiln stack, baghouses or discharge pipelines) including fugitive emissions (for example, noise, dust or odour), types of emissions (physical, chemical, or biological), and volumes, concentrations and durations of emissions. - The potential for emissions should be considered for all stages of the proposal (where relevant), including during construction, commissioning and operation of the premises.						
		<table border="1"> <thead> <tr> <th>No</th> <th>Yes</th> </tr> </thead> <tbody> <tr> <td>☐</td> <td>☒</td> </tr> </tbody> </table>	No	Yes	☐	☒
No	Yes					
☐	☒					
9.1	Are there potential emissions or discharges arising from the proposed activities?					
If yes, identify all potential emissions and discharges arising from the proposed activities and complete Table 9.1: Emissions and discharges (below).						

Part 9: Emissions, discharges, and waste

☐ Gaseous and particulate emissions (e.g. emissions from stacks, chimneys or baghouses)

☐ Wastewater discharges (e.g. treated sewage, wash water, or process water discharged to lands or waters)

☒ Noise (e.g. from machinery operations and/or vehicle operations)

☐ Contaminated or potentially contaminated stormwater (e.g. stormwater with the potential to come into contact with chemicals or waste materials, etc.)

☐ Other (please specify): [

]

☐ Dust (e.g. from equipment, unsealed roads and/or stockpiles, etc.)

☐ Waste and leachate (e.g. emissions through seepage, leaks and spills of waste from storage, process and handling areas, etc.)

☐ Odour (e.g. from wastes accepted at putrescible landfills, storage or processing of waste or other odorous materials, etc.)

☐ Electromagnetic radiation¹

¹ Note that for electromagnetic radiation, copies/details of other relevant approvals (such as from the Department of Mines, Industry Regulation and Safety or the Radiological Council) must be provided where applicable.

Details of any pollution control equipment or waste treatment system, including any control mechanisms used to ensure proper operation of this equipment, must be included in the proposed controls column of the 'Emissions and discharges table' below. Details of management measures employed to control emissions should also be included. Please provide / attach any relevant documents (e.g. management plans, etc.). Additional rows may be added as required and/or further information may be included as an attachment (see Section 9.3).

Table 9.1: Emissions and discharges

	Source of emission or discharge	Emission or discharge type	Volume and frequency	Proposed controls (include in Attachment 6A if extensive or complex)	Location (on site layout plan – see 3.4)
1.	Shredder	Noise	1db exceedance	Close southern warehouse door during periods when all aspects are operational NOTE: Excavator (shearing) activity has been removed from the scope of work for the site.	Southern doors of warehouse
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

9.2 Waste-related activities at the premises²

Answer "yes" or "no" for the following questions and complete Table 9.2 (below).

No

Yes

Part 9: Emissions, discharges, and waste																																								
(a)	Is waste accepted at the premises?		☐	☒																																				
(b)	Is waste produced on the premises?		☐	☒																																				
(c)	Is waste processed on the premises?		☐	☒																																				
(d)	Is waste stored on the premises?		☐	☒																																				
(e)	Is waste buried on the premises?		☒	☐																																				
(f)	Is waste recycled on the premises?		☒	☐																																				
(g)	Is any of the waste listed in Table 9.2 (below) also considered a 'dangerous good' for the purposes of the Dangerous Goods Safety (Storage and Handling of Non-Explosives) Regulations 2007? ³		☒	☐																																				
Specify, if yes:																																								
² Copies / details of any other relevant approvals (e.g. from the Department of Health) must be provided where applicable. ³ Wastes derived from the storage, handling, and use of dangerous goods may be considered hazardous and may need to be handled with the same precautions. Please refer to the Department of Mines, Industry Regulation and Safety's Dangerous Goods Safety information sheet for more information. Solid waste types must be described with reference to <i>Landfill Waste Classification and Waste Definitions 1996</i> (as amended from time to time) and the Environmental Protection (Controlled Waste) Regulations 2004 (Controlled Waste Regulations). Liquid waste types must be described with reference to the Controlled Waste Regulations. For further guidance on the definition of waste, refer to Fact Sheet: Assessing whether material is waste. Detail must be provided on storage type (for example, hardstand and containment infrastructure), capacity, likely storage volumes, and containment features (for example, lining and bunding). Additional rows may be added as required and/or further information may be included as an attachment (see Section 9.4). Table 9.2 Waste types <table border="1"> <thead> <tr> <th></th> <th>Waste type</th> <th>Quantity (e.g. tonnes, litres, cubic metres)</th> <th>Waste activity infrastructure (including specifications)</th> <th>Monitoring (if applicable)</th> <th>Location (on site layout plan – see 3.4)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>T140 Used tyres</td> <td>38.4t</td> <td>Workshop with concrete floor and 100mm bund</td> <td>Daily manifest</td> <td>Workshop</td> </tr> <tr> <td>2.</td> <td>T140 Used tyres</td> <td>9.6t</td> <td>Plant room stillages; concrete floor and 100mm bund</td> <td>Daily manifest</td> <td>Plant room</td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Waste type	Quantity (e.g. tonnes, litres, cubic metres)	Waste activity infrastructure (including specifications)	Monitoring (if applicable)	Location (on site layout plan – see 3.4)	1.	T140 Used tyres	38.4t	Workshop with concrete floor and 100mm bund	Daily manifest	Workshop	2.	T140 Used tyres	9.6t	Plant room stillages; concrete floor and 100mm bund	Daily manifest	Plant room	3.						4.						5.					
	Waste type	Quantity (e.g. tonnes, litres, cubic metres)	Waste activity infrastructure (including specifications)	Monitoring (if applicable)	Location (on site layout plan – see 3.4)																																			
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3.																																								
4.																																								
5.																																								
Attachments			N/A	Yes																																				
9.3	Attachment 6A: Emissions and discharges (if required)	If required, further information for Section 9.1 has been included as an attachment labelled Attachment 6A.	☐	☒																																				
9.4	Attachment 6B: Waste acceptance (if required)	If required, further information for Section 9.2 has been included as an attachment labelled Attachment 6B.	☐	☒																																				

Part 10: Siting and location	
10.1 Sensitive land uses What is/are the distance(s) to the nearest sensitive land use(s)? A sensitive land use is a residence or other land use which may be affected by an emission or discharge associated with the proposed activities.	Adjacent factories (noise)

Part 10: Siting and location**10.2 Nearby environmentally sensitive receptors and aspects**

Identify in Table 10.2 (below):

- all instances of environmentally sensitive receptors that are known or suspected to be present within, or within close proximity to, the proposed prescribed premises boundary;
- the nature of the sensitive receptors (e.g. type of Threatened Ecological Community, species or threatened flora or fauna, etc.);
- their actual or approximate known distance and direction from the premises boundary (at the closest point/s); and
- if applicable, what measures have been or will be taken to ensure that sensitive receptors are not adversely impacted by any emissions or discharges from the premises.

Refer to the [Guideline: Environmental siting](#) for further guidance.

Table 10.2: Nearby environmentally sensitive receptors and aspects

Type / classification	Description	Distance + direction to premises boundary	Proposed controls to prevent or mitigate adverse impacts (if applicable)
Environmentally Sensitive Areas ¹	N/A		
Threatened Ecological Communities	N/A		
Threatened and/or priority fauna	N/A		
Threatened and/or priority flora	N/A		
Aboriginal and other heritage sites ²	N/A		
Public drinking water source areas ³	N/A		
Rivers, lakes, oceans, and other bodies of surface water, etc.	Refer Section 3 of attached report Table 3	Refer Section 3 of attached report Table 3	Refer Section 5 of attached report Table 6
Acid sulfate soils	N/A		
Other	N/A		

¹ Environmentally Sensitive Areas are as declared under the *Environmental Protection (Environmentally Sensitive) Notice 2005*. Refer to DWER's website (["Environmentally Sensitive Areas"](#)) for further information.

² Refer to the [Department of Planning, Lands and Heritage website](#) for further information about Aboriginal heritage and other heritage sites.

³ Refer to [Water Quality Protection Note No.25: Land use compatibility tables for public drinking water source areas](#) for further information.

10.3 Environmental siting context details

Provide further information including details on topography, climate, geology, soil type, hydrology, and hydrogeology at the premises.

Refer Section 3 and Figure 1 of attached report.

Attachments		N/A	Yes
10.4	Attachment 7: Siting and location You must provide details and a map describing the siting and location of the premises, including identification of distances to sensitive land uses and/or any specified ecosystems.	☐	☒

Part 11: Submission of any other relevant information

Attachments		No	Yes
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Part 11: Submission of any other relevant information				
11.1	Attachment 8: Additional information submitted	Applicants seeking to submit further information may include information labelled Attachment 8. If submitting multiple additional attachments, label them 8A, 8B, etc. Where additional documentation is submitted, please specify the name of documents below.	☐	☒
List title of additional document(s) attached:		Refer attached covering report, Table 2 and subsequent attachments		

Part 12: Category checklist(s)				
Attachments			N/A	Yes
12.1	Attachment 9: Category checklist(s)	DWER has developed category checklists to assist applicants with preparing their application. These checklists are available on DWER's website. The relevant category-specific checklist(s) must be completed and included with the application, labelled as Attachment 9. If attaching multiple category checklists, label them 9A, 9B, etc. Do not select "N/A" unless: - a relevant category checklist is not yet published on DWER's website, or - the application is for an amendment that does not propose changes to the method of operation, or change the inputs, outputs, infrastructure, equipment, emissions, or discharges of / from the premises. Note that that a category checklist(s) may still be required for renewal applications. You will be advised in your renewal notification letter (sent approximately twelve months before the licence expiry date) if you are required to provide the information identified in a category checklist. Where a category checklist is submitted, please specify which checklist(s) in the space below.	☒	☐
List title(s) of category checklists attached:		Not available		

Part 13: Proposed fee calculation**INSTRUCTIONS:**

Different fee units apply for different fee components. Fee units may also have different amounts depending on the period in which the calculation is made.

Once DWER has confirmed that the application submitted meets the relevant requirements of the EP Act, you will be issued an invoice with instructions for paying your application fee.

Further information on fees can be found in the [Fact Sheet: Industry Regulation fees](#), and on [DWER's website](#).

13.1	Only the relevant fee calculations are to be completed as follows: <i>[mark the box to indicate section s completed]</i>	☒ Section 13.3 for works approval applications ☐ Section 13.4 for licence / renewal applications ☐ Section 13.5 for registration applications ☐ Section 13.6 for amendment applications ☐ Section 13.7 for applications requiring clearing of native vegetation
13.2	All information and data used for the calculation of proposed fees has been provided in accordance with Section 13.8.	☒
13.3 Proposed works approval fee		
Proposed works approval fee (see Schedule 3 of the EP Regulations) Fees relate to the cost of the works, including all capital costs (inclusive of GST) associated with the construction and establishment of the works proposed under the works approval application. This includes, for example, costs associated with earth works, hard stands, drainage, plant hire, equipment, processing plant, relocation of equipment and labour hire. Costs exclude: - the cost of land - the cost of buildings to be used for purposes unrelated to the purposes in respect of which the premises are, or will become, prescribed premises - costs for buildings unrelated to the prescribed premises activity or activities - consultancy fees relating to the works.		
Fee component		Proposed fee

13.4 Proposed licence fee (new licences and licence renewals)		
Detailed licence fee calculations		
Part 1 Premises component (see r.5D and Part 1 of Schedule 4 of the EP Regulations) The production or design capacity should be the maximum capacity of the premises. For most categories, the production or design capacity refers to an annual rate. The figure should be based on 24 hour operation for 365 days, unless there is another regulatory approval or technical reason that restricts operation. The premises component fee applies to the category in Part 1, Schedule 4 incurring the higher or highest amount of fee units in accordance with r.5D(2) of the EP Regulations. List all categories (insert additional rows as required). Use only the higher or highest amount of fee units to determine the Part 1 fee component.		
Category	Production or design capacity	Fee units
N/A		
Using the higher or highest amount of fee units, Part 1 component subtotal		\$
Part 2 Waste (see r.5D(1a)(b) and Part 2 of Schedule 4 of the EP Regulations) If your premises includes one or more of the following categories specify any applicable Part 2 waste amounts. Do not include Part 3 waste components of these discharges in the below calculations. Categories: 5, 6, 7, 8, 9, 12, 14, 44, 46, 53, 54A, 70, 80, or 85B Part 2 waste means waste consisting of – (a) tailings; or (b) bitterns; or (c) water to allow mining of ore; or (d) flyash; or (e) waste water from a desalination plant. If the premises does not fall into one of the categories listed above, or there are no applicable Part 2 waste amounts, the sub total for this section will be \$0. Insert additional rows as required. Sum all Part 2 waste fees to determine the sub total.		
Discharge quantity (tonnes/year)	Fee units	
N/A		
Part 2 component subtotal		\$
Part 3 Waste – Discharges to air, onto land, into waters (see Part 3 of Schedule 4 of the EP Regulations) Choose the appropriate location of the discharge and enter the discharge amount(s) in the units specified in the EP Regulations. This should be the amount of waste expected to be discharged over the next 12 months, expressed in the units and averaging period applicable for that waste kind (for example, g/minute or kg/day). Amounts can be measured, calculated, or estimated and can be based on data acquired over the previous 12 months, but should be based on the maximum premises capacity and not the forecast operating hours. Where there are discharges, all prescribed waste types must be considered in the fee calculation. If a specified waste type is not present in the discharge, this must be justified using an appropriate emission estimation technique (for example, sampling data, industry sector guidance notes, National Pollution Inventory guides and emission factors).		

Discharges to air			
Discharges to air	Discharge rate (g/min)	Discharges to air	Discharge rate (g/min)
Carbon monoxide		Nickel	
Oxides of nitrogen		Vanadium	
Sulphur oxides		Zinc	
Particulates (Total PM)		Vinyl chloride	
Volatile organic compounds		Hydrogen sulphide	
Inorganic fluoride		Benzene	
Pesticides		Carbon oxysulphide	
Aluminium		Carbon disulphide	
Arsenic		Acrylates	
Chromium		Beryllium	
Cobalt		Cadmium	
Copper		Mercury	
Lead		TDI (toluene-2, 4-di-iso-cyanate)	
Manganese		MDI (diphenyl-methane di-iso-cyanate)	
Molybdenum		Other waste	
Part 3 component subtotal		\$	
Discharges onto land or into waters			Discharge rate
1. Liquid waste that can potentially deprive receiving waters of oxygen (for each kilogram discharged per day) —	(a) biochemical oxygen demand (in the absence of chemical oxygen demand limit)		
	(b) chemical oxygen demand (in the absence of total organic carbon limit)		
	(c) total organic carbon		
2. Bio-stimulants (for each kilogram discharged per day) —	(a) phosphorus		
	(b) total nitrogen		
3. Liquid waste that physically alters the characteristics of naturally occurring waters —	(a) total suspended solids (for each kilogram discharged per day)		
	(b) surfactants (for each kilogram discharged per day)		
	(c) colour alteration (for each platinum cobalt unit of colour above the ambient colour of the waters in each megalitre discharged per day)		
	(d) temperature alteration (for each 1°C above the ambient temperature of the waters in each megalitre discharged per day) — (i) in the sea south of the Tropic of Capricorn (ii) in other waters		

4. Waste that can potentially accumulate in the environment or living tissue (for each kilogram discharged per day) —	(a) aluminium	
	(b) arsenic	
	(c) cadmium	
	(d) chromium	
	(e) cobalt	
	(f) copper	
	(g) lead	
	(h) mercury	
	(i) molybdenum	
	(j) nickel	
	(k) vanadium	
	(l) zinc	
	(m) pesticides	
	(n) fish tainting wastes	
	(o) manganese	
5. <i>E. coli</i> bacteria as indicator species (in each megalitre discharged per day) —	(a) 1,000 to 5,000 organisms per 100 ml	
	(b) 5,000 to 20,000 organisms per 100 ml	
	(c) more than 20,000 organisms per 100 ml	
6. Other waste (per kilogram discharged per day) —	(a) oil and grease	
	(b) total dissolved solids	
	(c) fluoride	
	(d) iron	
	(e) total residual chlorine	
	(f) other	
Part 3 component subtotal		\$
Summary – Proposed licence fee		
Part 1 Component		N/A
Part 2 Component		N/A
Part 3 Component		N/A
Total proposed licence fees:		\$ N/A
13.5 Prescribed fee for registration		
A fee of 24 units applies for an application for registration of premises, unless the occupier of the premises holds a licence in respect of the premises, in accordance with r.5B(2)(c) of the EP Regulations.		☐ (Tick to acknowledge)

13.6 Amendment fee (works approval or licence)		
The fee prescribed for an application for an amendment to a works approval or licence is calculated in accordance with r.5BB(1)(a) of the EP Regulations: - for a single category of prescribed premises to which the works approval or licence relates, by using the fee unit number corresponding to the prescribed premises category and relevant design capacity threshold in Schedule 4 Part 1 of the EP Regulations. - for multiple categories of prescribed premises to which the works approval or licence relates, by using the highest fee unit number corresponding to the prescribed premises categories and design capacity threshold in Schedule 4 Part 1 of the EP Regulations.		
Fee Units	Proposed fee	
N/A	\$ N/A	
13.7 Prescribed fee for clearing permit		
In accordance with the Guideline: Industry Regulation Guide to Licensing and Procedure: Native vegetation clearing permits, where approval to clear native vegetation is sought as part of an application for a works approval or licence, DWER may elect to either jointly or separately determine the clearing component of the application. Where DWER separately determines the clearing component of an application, the application will be deemed to be an application for a clearing permit under s.51E of the EP Act and processed accordingly. Note: If a clearing permit application has been separately submitted and accepted by DWER, a refund for the clearing permit application will not be provided where DWER determines to address clearing requirements as part of a related works approval application.		☐ (Tick to acknowledge)
13.8 Information and data used to calculate proposed fees		
The detailed calculations of fee components, including all information and data used for the calculations are to be provided as attachments to this application, labelled as Attachment 10, with an appropriate suffix (for example 10A, 10B etc.). Please specify the relevant attachment number in the space/s provided below.		
Proposed fee for works approval	Attachment No.	
Details for cost of works	Refer section 6 of attached report	
Proposed fee for licence	Attachment No.	
Part 1: Premises	N/A	
Part 2: Waste types	N/A	
Part 3: Discharges to air, onto land, into waters	N/A	
Part 14: Commercially sensitive or confidential information		
NOTE: Information submitted as part of this application will be made publicly available. If you wish to submit commercially sensitive or confidential information, please identify the information in Attachment 11, and include a written statement of reasons why you request each item of information be kept confidential. Information submitted later in the application process may also be made publicly available at DWER's discretion. For any commercially sensitive or confidential information, please follow the same process as described above. DWER will take reasonable steps to protect genuinely confidential or commercially sensitive information. However, please note that DWER cannot commit to redacting all personal information from all supporting documents. You are advised to ensure that all personal information, including signatures, are removed from supporting documents prior to submitting them to the department. Please note that all submitted information may be the subject of an application for release under the <i>Freedom of Information Act 1992</i>.		
All information which you would propose to be exempt from public disclosure has been separately placed in a redacted version of the application form and its supporting documentation. Note that this is in addition to the unredacted version(s) provided to DWER for its assessment. Grounds for claiming exemption in accordance with Schedule 1 to the <i>Freedom of Information Act 1992</i> must be specified in Attachment 11 (located at the end of this form).	Attached	N/A
	☒	☐

Part 15: Submission of application**INSTRUCTIONS:**

Check one of the boxes below to nominate how you will submit your application.

Files larger than 50MB cannot be received via email by DWER. Files larger than 50MB can be sent via File Transfer. Alternatively, email DWER to make other arrangements.

A full, signed, electronic copy of the application form including all attachments has been submitted via email to info@dwer.wa.gov.au;

OR



A signed, electronic copy of the application form has been submitted via email to info@dwer.wa.gov.au and attachments have been submitted via File Transfer, or electronically by other means as arranged with DWER;

OR



A full, signed hard copy has been sent to:

APPLICATION SUBMISSIONS

Department of Water and Environmental Regulation

Locked Bag 10

Joondalup DC WA 6919



Part 16: Declaration and signature**General**

I / We confirm and acknowledge that:

- the information contained in this application is true and correct;
- I / we have legal authority to sign on behalf of the applicant (where authorisation provided);
- I / we have not altered the requirements and instructions set out in this application form;
- I / we have provided a valid email address in Section 2.3 for receipt of correspondence electronically via email from DWER in relation to this application;
- that successful delivery to my / our server constitutes receipt of correspondence sent electronically via email from DWER in relation to this application; and
- I / we have provided a valid postal and/or business address in Section 2.4 for the service of all Part V documents.

Publication

I / We confirm and acknowledge:

- this application (including all attachments apart from the sections identified in Attachment 11) is a public document and may be published;
- marine surveys provided in accordance with Part 5 will be published and used, for the purposes of the IMSA project, in accordance with your declaration made in the *Metadata and Licensing Statement*;
- all necessary consents for the publication of information have been obtained from third parties;
- information considered exempt from public disclosure has been noted by redaction of a separately provided copy of the completed application form and its supporting documentation (in accordance with Part 14), with reasons as to why the information should be exempt in accordance with the grounds specified in Schedule 1 to the *Freedom of Information Act 1992* (WA) being provided in Attachment 11;
- subsequent information provided in relation to this application will be a public document and may be published unless written notice has been given to DWER by the applicant, at the time the information is provided, claiming that the information is considered exempt from public disclosure; and
- the decision to not publish information will be at the discretion of the CEO of DWER and will be made consistently with the provisions of the *Freedom of Information Act 1992* (WA).

Position Director

Signature

Date

Name

Position

NOTE: This form may be signed:

- if the applicant is an individual, by the individual;
- if the applicant is a corporation, by:
 - the common seal being affixed in accordance with the *Corporations Act 2001* (Cth); or two directors;
 - or a director and a company secretary; or
 - if a proprietary company has a sole director who is also the sole company secretary, by that director; and
- by a person with legal authority to sign on behalf of the applicant.

ATTACHMENT 11 – Confidential or commercially sensitive information

Request for exemption from publication			
Information which you consider should not be published, on the grounds of a relevant exemption found in Schedule 1 to the <i>Freedom of Information Act 1992</i> (WA), must be specified in this Attachment. Add additional rows as required.			
NOT FOR PUBLICATION IF GROUNDS FOR EXEMPTION ARE DETERMINED TO BE ACCEPTABLE			
Section of this form:	2.8	Grounds for claiming exemption:	The lease agreement document contains images of signatures which may be used by third parties for fraudulent purposes. Contrary to Part 14 of this application form, DWER have advised at the scoping meeting of Thursday 18 September 2025 that signatures should not be redacted from the lease agreement document.
Section of this form:	2.9	Grounds for claiming exemption:	Attachment 1B: The ASIC full company extract contains residential addresses and birth information which can be used by third parties for fraudulent purposes. Attachment 2 Premises map – DWER have
Section of this form:	3.4	Grounds for claiming exemption:	requested a map signed by a Director. Images of signatures may be used by third parties for fraudulent purposes. Contrary to Part 14 of this application form, DWER have advised at the scoping meeting of Thursday 18 September 2025 that signatures should not be redacted from the various attached documents.
Section of this form:	4.10 11.1	Grounds for claiming exemption:	DWER have requested that the following documents bear a visible signature of a director. Images of signatures may be used by third parties for fraudulent purposes. Attachment 2 Premises map Attachment 8B: Site layout plans Attachment 8C: Traffic management plan Attachment 8D: Water management plan Attachment 8E: Fire equipment plan Contrary to Part 14 of this application form, DWER have advised at the scoping meeting of Thursday 18 September 2025 that signatures should not be redacted from the various attached documents.
Signature Date 25/09/2025			

WORKS APPROVAL APPLICATION

NEW TYRE FITTING & PROCESSING FACILITY

UPCYCLE TYRE SERVICES PTY LTD
62 BURLINGTON ST, NAVAL BASE

24 September, 2025

Document No: 2025.144-Rev1 (Upcycle)

Distribution:

Electronic copy – Upcycle Tyre Services Pty Ltd

Electronic copy – Dept of Water & Environmental Regulation

Electronic copy – Cygnatech Pty Ltd

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Attachment 1A: Proof of occupier status – Lease agreement

Attachment 1B: ASIC company extract

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Attachment 5: DFES correspondence GN02 firewater

Attachment 6A: Emissions and discharges (Noise report)

Attachment 7: Siting and location

Attachment 8A: Tyre Stewardship Australia accreditation certificate

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Attachment 8C: Traffic management plan

Attachment 8D: Water management plan

Attachment 8E: Fire equipment plan

1.0 INTRODUCTION

1.1 Background

Upcycle Tyre Services Pty Ltd ("Upcycle") is an innovative provider of tyre management services to the mining sector across Australia and is within a group of companies operated by Carroll Engineering Services Pty Ltd. Additional facilities are located in Stapylton (Gold Coast) and Townsville, Queensland. Upcycle assist mining customers to improve safety and reduce costs by receiving used wheels into its facilities, assessing the tyres as "fit for purpose" or "end of life" and, if at end of life, then replacing the tyres and returning the freshly fitted wheels to service.

To supplement its activities, Upcycle also collects and receives waste tyres from metropolitan and regional retailers.

Upcycle is the beneficiary of the accreditation under Australia's national Tyre Stewardship Australia accreditation program held by Carroll Engineering Services Pty Ltd.

All tyres collected are processed to a shredded product which is packed into sea containers and exported to a range of facilities overseas. All export facilities have been assessed and accredited by a major mining company and is currently being certified under Australia's national Tyre Stewardship Australia program.

Upcycle has identified the site at 62 Burlington St, Naval Base, ("the premises") to establish its Western Australian services and is proceeding to obtain environmental approvals for its facility.

1.2 Purpose and Scope

This document supports Upcycle's application for works approval to establish a new tyre processing facility at the premises. The application is for the following categories of prescribed waste premises listed in Part 1 Schedule 1 of the *Environmental Protection Regulations 1987* (Table 1).

Category No	Description of Category	Category Production or Design Capacity Threshold	Category Production or Design Capacity
56	Used tyre storage (tyre fitting business): premises on which used tyres are stored in connection with a tyre fitting business.	500 tyres or more.	1200 tyres; 48t
57	Used tyre storage (general): premises (other than premises within category 56) on which used tyres are stored.	100 tyres or more	
61A	Solid waste facility: premises (other than premises within category 67A) on which solid waste produced on other premises is stored, reprocessed, treated, or discharged onto land.	1000t per year or more	5,000 tonnes per annum

Table 1 Prescribed premises categories

This document is structured to provide attachments required by the DWER works approval application form (IR-F09). The table below (Table 2) provides an overview of the application form supporting attachments and the relevant sections of this document that address each item.

Application Form Attachments	Attached
Attachment 1A: (i) Proof of Occupier Status – Certificate of Title	Yes
Attachment 1A: (ii) Proof of Occupier Status – Lease agreement	Yes
Attachment 1B: ASIC company extract	Yes
Attachment 2: Premises map	Yes
Attachment 3A: Environmental commissioning plan	Report: Fire equipment test Fire hydrant flow test
Attachment 3B: Proposed activities	Section 4
Attachment 3C: Map of area proposed to be cleared (only applicable if clearing is proposed)	Not applicable
Attachment 3D: Additional information for clearing assessment	Not applicable
Attachment 4: Marine surveys (only applicable if marine surveys included in application)	Not applicable
Attachment 5: Other approvals and consultation document	Section 6 Attachment 5
Attachment 6A: Emissions and discharges	Section 5; Also attached
Attachment 6B: Waste acceptance	Section 4
Attachment 7: Siting and location	Section 3; Figure 1
Attachment 8A: Tyre Stewardship Australia accreditation	Yes
Attachment 8B: Site layout plans	Yes
Attachment 8C: Traffic management plan	Yes
Attachment 8D: Water management plan	Yes
Attachment 8E: Fire management plan	Yes
Attachment 8F: DCCEEW Export licence (Carroll Engineering)	Yes
Attachment 8G: GLY50130 Double Shaft Shredder Manual	Yes
Attachment 8H: Emergency response agreement	Yes
Attachment 9: Category-specific check list(s)	Not applicable
Attachment 10: Proposed fee calculation	Section 6
Attachment 11: Request for exemption from publication	Not applicable

Table 2 Application form attachments

2.0 OVERVIEW OF PREMISES

The premises is located within the City of Kwinana general industry zone adjacent to the heavy industry zones extending from Cockburn through to Kwinana. The premises occupies 5,941m² on Lot 5 on Diagram 36476 at 62 Burlington St, Naval Base. Refer to premises map in Attachment 2.

The premises is owned by MDD Group Pty Ltd and Davenport Investments Australia Pty Ltd (see certificate of title in Attachment 1A) and has been leased to Upcycle for eight years with an option for a further five years (See cover page of lease in Attachment 1A; the full document has been provided to DWER separately).

The premises is zoned *General Industry* under the City of Kwinana's Town Planning Scheme No 2 (TPS 2) and *Industrial* under the Metropolitan Regional Scheme. The zoning table in TPS 2 does not specifically list tyre fitting and processing as a permitted land use, however, enquiries with planning officers at City of Kwinana has indicated that the zoning is appropriate for the intended land use.

An application for planning approval will be submitted to the City of Kwinana for a change of land use to permit tyre fitting, waste management and shredding. Upcycle will provide confirmation to DWER when the application has been submitted and provide a reference for DWER's records.

3.0 ENVIRONMENTAL SITING

3.1 Siting Context and Background

The facility is located approximately 30km south of the Perth Central Business District (CBD) and occupies a warehouse in the Naval Base General Industry Zone. Other businesses in the vicinity include welding and fabrication, waste management and ceramic wear liner manufacturing.

A summary of nearest relevant sensitive human and environmental receptors that may be impacted as a result of site activities or emissions and discharges from the premises is shown in Table 3.

The site is located at the elevation of 10mAHD over groundwater suitable for a garden bore at a depth of approximately 10mbgl. Salinity is estimated to be between 500-1,000ppm. The surface geology is Tamala limestone, predominately calcarenite. Acid sulphate soils are not implicated.

Human Receptors	Distance from Premises
Residential receptors	Suburb of Medina 3.2km southeast Kwinana Town Centre 5.6km southeast
Community receptors	Day care centre 4.5km southeast School 4.2km southeast Hospital 4.3km southeast
Industrial receptors	Industrial manufacturing factories and waste management within 500m of the premises boundary
Environmental Receptors	Distance from Premises
Groundwater proclaimed area	Premises within proclaimed groundwater area
Groundwater	10mbgl flowing west-northwest away from wetlands Licences: None within 500m of premises boundary
Wetlands	Two wetlands are in the vicinity: 300m south, classified as Resource Enhancement 1km east, classified as Conservation

Table 3 Nearest receptors summary



Figure 1 Environmental receptors within 500m radius of 62 Burlington St, Naval Base

4.0 PROPOSED ACTIVITIES

The facility will function both as a tyre fitting workshop and also as a waste management facility. Waste will be received from across Western Australia with regional waste materials arriving by third-party semi-trailer and smaller trucks; and local collections being conducted with heavy rigid vehicles owned and operated by Upcycle or third parties.

The premises will incorporate the following infrastructure as shown on the site plan in Attachment 8B:

- Office/amenities 105m²
- Workshop 706m²
- Plant Room 1227m²
- External hardstand – Gravel 807m²
- External hardstand – Bitumen 993m²

The premises will operate 10 hours per day within the window 0600 – 1800h Monday to Friday with occasional stock deliveries on weekends within the same operating hours.

4.1 Waste Delivery

Waste will be received within the standard operating hours noted above. Deliveries will be accepted from a combination of semi-trailer trucks and rigid trucks of various sizes. All vehicles will enter from, and exit into, Burlington St as shown in the traffic management plan in Attachment 8C.

4.2 Waste Types

Waste types to be received will only be end of life tyres, controlled waste code T140 as outlined in Table 4.

Waste Type	Waste Code	Quantity Limit	Specification	Process	Process Requirements	Infrastructure Requirements
Used tyres	T140	Combined quantity of 6,000 tonnes per annum Materials processed by de-beading then shredding up to 5,000 tonnes per annum	Tyres received as stillages, loose tyres, bundles, pallets, bins etc	Receipt, handling, physical treatment, temporary storage and shredding prior to export.	Waste will be stored and processed in a manner which minimises fire risk.	Stored on hardstand in stockpiles which conform to DFES guidance note GN02.

Table 4 Waste types

4.3 Waste Acceptance

Rubber waste will be accepted at the facility being tyres which conform to the T140 code. This will include both free tyres and tyres still mounted onto rims from which they must be separated. Wastes are expected to be received under contractual arrangements or from known sources and, thus, non-conforming waste materials are not expected to be delivered.

If non-conforming waste materials are received, they will be quarantined and either returned to the waste generator or will be disposed to a suitable third-party facility.

Burnt tyres will be considered non-conforming waste.

4.4 Waste Receipt and Storage

Wastes will initially be received into one of two storage areas adjacent to the two processing areas. Wheels requiring inspection and changing will be staged adjacent to the tyre fitting and rim removal area and those awaiting de-beading and shredding will be staged adjacent to the rubber shredding area. Refer to "Site Usage & Storage" drawing number 800105 Sheet 2/6 in Attachment 8B.

4.4.1 Loading and unloading area

The Plant Room, being the western wing of the warehouse of 1,227m² with concrete floor, will be the primary loading and unloading area for the site. Trucks will enter from Burlington St into the northern sliding door of the Plant Room and await unloading by forklift/telehandler or will proceed to load sea containers of shredded rubber product. After (un)loading, trucks shall exit by reversing back out of the shed into the front yard and entering Burlington St in a forward direction.

4.4.2 Truck and passenger tyre storage area

Tyres will be received and unloaded within the warehouse and transferred to the tyre stillage area located in the Workshop. Stillages will be small tyre cages approximately 2m long and will maintain 3m separation from the warehouse walls and support structures. Stillages provide for a maximum tyre storage height of 2m and provide retention in the event of a fire to prevent tyre rolling.

The tyres will be processed in the adjacent "truck tyre change equipment" area to assess each tyre for fitness for purpose and either return the tyre to service or remove the used tyre and replace it with a new tyre.

Tyres removed from service will be stored in stillages adjacent to the changing equipment pending movement to the Plant Room where they will be staged for de-beading and shredding.

Tyres removed from service will then be transferred to the de-beading station where the internal steel wire bead is hydraulically pulled from the tyre body. The bead is disposed as scrap metal.

Following de-beading, the tyre carcass is discharged from the de-bader and immediately passed to the shredder infeed conveyor for processing into the shred storage bunker.

On a batch basis, shredded tyre material is stuffed into sea containers using a telehandler with a bucket attachment or skidsteer loader.

4.4.3 Rubber shredding area

Any rubber items which are either suitable for shredding without processing, or which have been processed to enable shredding, shall then be transferred to the shredder and immediately shredded. The shredder is located in the Plant Room adjacent to the loading and unloading area and has a bunker with capacity for up to 50t. The process involves only primary shredding of the rubber pieces to an approximate dimension of 150mm and includes water mist spray into the shredder jaws for lubrication and fire prevention. Water deriving from the mist spray is metered to prevent pooling on the warehouse floor.

The shredded rubber is discharged from the shredder into the shred bunker which occupies 32m² and has a capacity to store up to 50t of shredded rubber material when loaded to the maximum height of

1.5m. The bunker has concrete block walls to three sides to contain shredded material but allow loader access and is made of interlocking blocks.

As shredded rubber material becomes available, it will be periodically loaded into the 40' sea containers located at the northern end of the Plant Room using a wheeled skid steer loader, telehandler or equivalent. Footprint is provided for two 40' sea containers, one on each side of the northern sliding door of the warehouse. Each sea container is capable of storing up to 25t of shredded material. On occasion 20' sea containers may be used and the footprint provides for four to be on site and capable of storing up to 18t each or 72t in total.

4.5 Stormwater & Firewater

All drains on the site which are integral to storage or work areas shall be fitted with drain filter inserts (for example, Oceanguard®) to prevent rubber dust and fragments from entering the drainage system.

All storage and processing areas are concrete hardstand and are not connected to stormwater drainage. Bunding shall be retrofitted to the work areas as indicated in the drawing 800105 Sheet 7/7. This arrangement provides for retention of up to 178kL of fire water in the event of an incident.

Firewater management is supported by an emergency response agreement with a controlled waste transporter which serves to remove firewater throughout a planned four-hour firefighting event. By installing a sump, pump and tanks, provision is made for additional emergency storage volume should the need arise at the time of an event. Emergency firewater removal shall be possible from the fenceline such that the emergency responder does not require access to the yard in order to support firewater removal. A standing purchase order is in place for this purpose to prevent administrative delays to the response.

Spill kits are stationed adjacent to mechanical equipment for immediate clean-up of spills arising from maintenance and similar activities.

4.6 Environmental Commissioning

The premises will require minimal environmental commissioning with the main activities being the installation of mechanical equipment with appropriate start up procedures.

To address unplanned emissions, the main focus is on the operability of installed firefighting equipment and the current fire equipment checklist is provided at Attachment 3A demonstrating all equipment serviceability. The landlord has been commissioned to replace one hose reel but otherwise all fire equipment is either brand new or has been inspected and/or flow tested.

Installation of bunding, emergency firewater tanks and a firewater removal pipe are additional items of equipment which contribute to commissioning.

Upcycle will ensure a hand held thermal camera is located at site and shall develop a procedure for monitoring of various operational areas as a preventative measure.

4.7 Premises Infrastructure

The waste receipt, storage and processing infrastructure and equipment at the premises is outlined in Table 5.

Area	Infrastructure	Design & Construction / Installation Requirements	Infrastructure Location
External hardstand	Driveway access for deliveries and sea container despatch	Bitumen hardstand 993m ² Gravel hardstand 807m ² Soak well filter inserts.	Site Plan in Attachment 8B Water Management in Attachment 8D.
Workshop	Tyre stillages	Covered warehouse with bunded concrete floor 706m ²	Site Plan in Attachment 8B Water Management in Attachment 8D.
Warehouse East Wing	De-rimming and tyre fitting equipment		
Plant Room	Tyre de-beading station	Covered warehouse with bunded concrete floor 1,227m ²	Site Plan in Attachment 8B Water Management in Attachment 8D.
Warehouse West Wing	Rubber shredder & bunker		
	Scrap metal storage bin		
	Sea container packing and storage		
Office	Site administration	Brick occupancy with steel roof 105m ² .	Site Plan in Attachment 8B

Table 5 Infrastructure and equipment

5.0 EMISSIONS AND DISCHARGES

The salient emissions and associated actual or likely pathways during premises construction and operation are detailed in Table 6. The proposed control measures required to manage the identified emissions are also provided in Table 6.

No formal discharges are proposed for the facility because all shredded tyre product is exported. The export locations used for the shredded material have been accredited by a major mining company and are currently being accredited under the national Tyre Stewardship Australia "Foreign End Market Verification" scheme. Contractors engaged for exporting are licensed for export under DCCEEW including Upcycle via the Carroll Engineering Services Pty Ltd, licence number WASTE-LIC-2024-P1R0B0. A copy of the Carroll Engineering Services Pty Ltd tyre shred export licence is provided at Attachment 8F.

5.1 Emissions and Controls

Source/Activities	Potential Emissions	Potential Pathway & Impact	Receptor	Proposed Controls
Construction				
Minimal site modification is required.	None identified	N/A	N/A	N/A
Operation				
Waste receipt	Noise	Air/windborne pathway causing impacts to amenity.	Adjacent properties	Noise study conducted. No controls required. Refer Attachment 6A
Rubber product storage	Fire risk (smoke and gases)	Air/windborne pathway causing impacts to amenity.	Nearest residences at Medina 3.2km Adjacent properties	Fire fighting equipment Emergency Management Plan
	Fire risk (fire water)	Overland flow causing contamination of public drainage system and ecosystems.	No public drainage. Wetlands 300m south; 1,000m east	All processes on bunded, concrete hardstand. Bund volume calculation of 178kL.
		Seepage through ground causing contamination of soil and groundwater Vertical and horizontal flow of groundwater contaminating stock and domestic bore supply and industrial supply.	Aquifer 10mbgl Distance to registered bores >500m	Emergency Management Plan
Tyre de-rimming & fitting	Noise	Air/windborne pathway causing impacts to amenity.	Adjacent properties	Noise study conducted. No controls required. Refer Attachment 6A
Rubber processing	Noise	Air/windborne pathway causing impacts to amenity.	Adjacent properties	Noise study conducted. No controls required. Refer Attachment 6A

(De-beading & shredding)	Fire risk (fire water)	Overland flow causing contamination of public drainage system and ecosystems.	No public drainage. Wetlands 300m south; 1,000m east Aquifer 10mbgl	All processes on bunded, concrete hardstand. Bund volume calculation of 178kL. Emergency Management Plan
		Seepage through ground causing contamination of soil and groundwater		
		Vertical and horizontal flow of groundwater contaminating stock and domestic bore supply and industrial supply.	Distance to registered bores >500m	
Sea container packing	Noise	Air/windborne pathway causing impacts to amenity.	Adjacent properties	Noise study conducted. No controls required. Refer Attachment 6A
	Fire risk (fire water)	Overland flow causing contamination of public drainage system and ecosystems.	No public drainage. Wetlands 300m south; 1,000m east Aquifer 10mbgl	All processes on bunded, concrete hardstand. Bund volume calculation of 178kL. Emergency Management Plan
		Seepage through ground causing contamination of soil and groundwater		
		Vertical and horizontal flow of groundwater contaminating stock and domestic bore supply and industrial supply.	Distance to registered bores >500m	

Table 6 Emissions and proposed controls

5.2 Noise

The possibility of noise emissions was considered by commissioning a study by Marshall Day Acoustics (the study). This company specialises in industrial noise assessments and is familiar with the equipment and Queensland operations of the Applicant. The study was undertaken within the context of the *Environmental Protection (Noise) Regulations 1997* (WA) (the regulations).

5.2.1 Receptor analysis

The study identified possible receptors at three adjacent properties and also at a fourth rural location situated over the other side of Lee Rd. Different receptor sensitivities were applied in accordance with the regulations and within the context of the City of Kwinana Town Planning Scheme No 2 by assigning assessable noise levels.

5.2.2 Assessment criteria

The noise levels referred to above and assigned to the various receptors took into account unusual noise characteristics such as tonality, modulation and impulsiveness.

The assessment model was established to take into account normal operating conditions which would also represent maximum noise emissions for an assessment period. The following features were included in the assessment model:

- Indoor shredding and tyre fitting operation inclusive of:
 - Tyre shredding plant
 - Diesel-powered materials handling equipment
 - Air compressor
- Outdoor tyre shearing by a diesel-powered excavator
- Outdoor truck deliveries

The assessment model took the most conservative approach to noise attenuation by assuming the sliding doors of the warehouse were in the open position.

5.2.3 Noise impacts and recommendations

The study found no excessive noise impacts at adjacent properties within the industrial precinct.

The study found that when maximum noise production is occurring, it is recommended to close the southern warehouse doors in order to reduce noise at the identified rural location opposite Lee Rd, primarily when the tyre shredder is in operation. Alternatively, other attenuation methods could be investigated if preferred.

Other recommendations were:

- Mobile plant on site to be fitted with broadband reversing alarms rather than beepers
- New equipment selections to favour selection based upon lower noise emissions
- Work culture to generally adopt the lowest practicable noise approach to tasks
- Continuous improvement to identify and reduce noise production generally

5.2.4 Occupational health and safety

The study did not consider noise levels as is relevant to worker health and safety but did note that hearing protection is likely to be required in many areas of the facility.

6.0 STAKEHOLDER ENGAGEMENT

The following parties have been contacted with respect to the proposed development and are noted here in lieu of Attachment 5.

6.1 City of Kwinana

The City of Kwinana was engaged to discuss the proposed development. Planning officers advised that the zoning is appropriate but that there would need to be a development application lodged to support a change of land use. This development application is currently being prepared and a City of Kwinana reference will be provided when it becomes available.

6.2 Department of Fire and Emergency Services (DFES)

The DFES publication "Guidance Note GN02: Bulk Storage of Rubber Tyres Including Shredded and Crumbed Tyres" formed a component of the planning for this Works Approval. Section 11.3 of that document recommends consultation with DFES Operations Command. Feedback was received from Strategy and Emergency Management Command and has been incorporated into the planning for the site. Refer Attachment 5.

7.0 PROPOSED FEES

The proposed works approval application fee is [REDACTED]. This is based upon the estimated cost of works of [REDACTED], which equates to [REDACTED] fee units (total cost more than [REDACTED] not more than [REDACTED]). A breakdown of the estimated cost of works is shown in Table 7.

Item	Cost (A\$)
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
TOTAL	[REDACTED]

Table 7 Estimated cost of works

7.0 IMPORTANT INFORMATION

The document ("Report") to which this page is attached and which this page forms a part of, has been issued by Cygnetech Pty Ltd as Trustee for the Cygnetech Trust ("Cygnetech") subject to the important limitations and other qualifications set out below.

This Report constitutes or is part of services ("Services") provided by Cygnetech to its client ("Client") under and subject to a contract between Cygnetech and the Client ("Contract"). The contents of this page are not intended to and do not alter Cygnetech's obligations (including any limits on those obligations) to the Client under the Contract.

This Report is provided for use solely by the Client. Cygnetech is responsible only to the Client for this Report. Cygnetech has no responsibility to any other person who relies or makes decisions based upon this Report or who makes any other use of this Report. Cygnetech accepts no responsibility for any loss or damage suffered by any person other than the Client as a result of any reliance upon any part of this Report, decisions made based upon this Report or any other use of it.

This Report has been prepared in the context of the circumstances and purposes referred to in, or derived from, the Contract and Cygnetech accepts no responsibility for use of the Report, in whole or in part, in any other context or circumstance or for any other purpose.

The scope of Cygnetech's Services and the period of time they relate to are determined by the Contract and are subject to restrictions and limitations set out in the Contract. If a service or other work is not expressly referred to in this Report, do not assume that it has been provided or performed. If a matter is not addressed in this Report, do not assume that any determination has been made by Cygnetech in regards to it.

At any location relevant to the Services conditions may exist which were not detected by Cygnetech, in particular due to the specific scope of the investigation Cygnetech has been engaged to undertake. Conditions can only be verified at the exact location of any tests undertaken. Variations in conditions may occur between tested locations and there may be conditions which have not been revealed by the investigation and which have not therefore been taken into account in this Report.

Cygnetech accepts no responsibility for and makes no representation as to the accuracy or completeness of the information provided to it by or on behalf of the Client or sourced from any third party. Cygnetech has assumed that such information is correct unless otherwise stated and no responsibility is accepted by Cygnetech for incomplete or inaccurate data supplied by the Client or any other person for whom Cygnetech is not responsible. Cygnetech has not taken account of matters that may have existed when the Report was prepared but which were only later disclosed to Cygnetech.

Having regard to the matters referred to in the previous paragraphs in this section in particular, carrying out the Services has allowed Cygnetech to form no more than an opinion as to the actual conditions at any relevant location. That opinion is necessarily constrained by the extent of the information collected by Cygnetech or otherwise made available to Cygnetech. Further, the passage of time may affect the accuracy, applicability or usefulness of the opinions, assessments or other information in this Report. This Report is based upon the information and other circumstances that existed and were known to Cygnetech when the Services were performed and this Report was prepared. Cygnetech has not considered the effect of any possible future developments including physical changes to any relevant location or changes to any laws or regulations relevant to such location.

Cygnetech reserves the right to review and amend opinions included and referred to in this Report, and if Cygnetech considers it necessary, to revise the Report in light of any new information which becomes known to Cygnetech after the date of this Report, or if additional information is provided to Cygnetech.

Where permitted by the Contract, Cygnetech may have retained subconsultants to provide some or all of the Services. Cygnetech is not liable for any act or omission of any subconsultant and the Client must not make any claim against Cygnetech, its officers, employees or agents in respect of any act or omission of any subconsultant.

By date, or revision, the Report supersedes any prior report or other document issued by Cygnetech dealing with any matter that is addressed in the Report.

Any uncertainty as to the extent to which this Report can be used or relied upon in any respect should be referred to Cygnetech for clarification.

ATTACHMENTS

ATTACHMENT 1A

Proof of occupier status – Certificate of Title

WESTERN



AUSTRALIA



RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.



LAND DESCRIPTION:

LOT 5 ON DIAGRAM 36476

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)



REGISTERED 28/4/2016

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

1. D900240 EASEMENT TO THE STATE ENERGY COMMISSION OF WESTERN AUSTRALIA. SEE SKETCH ON VOL 1890 FOL 560. REGISTERED 11/10/1988.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required. Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND:
PREVIOUS TITLE:
PROPERTY STREET ADDRESS:
LOCAL GOVERNMENT AUTHORITY:



ATTACHMENT 1A

Proof of occupier status – Premises lease

2025

BETWEEN

**DAVENPORT INVESTMENTS AUSTRALIA PTY LTD & MDD GROUP PTY
LTD**

(Lessor)

UPCYCLE TYRE SERVICES PTY LTD

(Lessee)

LEASE

**[REDACTED]
NAVAL BASE
WESTERN AUSTRALIA**

Michael Hughes Legal

Solicitors

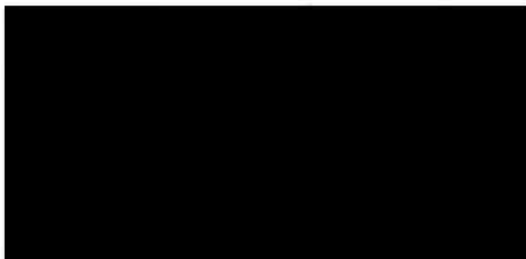


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LEASE

BETWEEN

DAVENPORT INVESTMENTS AUSTRALIA PTY LTD
MDD GROUP PTY LTD

[REDACTED] (**Lessor**) of the first part

AND

The Party named and described in the Schedule as the lessee (**Lessee**) of the second part

AND

The Party (if any) named and described in the Schedule as the covenantor (**Covenantor**) of the third part

OPERATIVE PROVISIONS

The Lessor hereby grants to the Lessee and the Lessee hereby accepts from the Lessor a lease of the Leased Premises for the Term SUBJECT TO the covenants powers reservations and encumbrances (if any) contained and implied from time to time in the Certificate(s) of Title of the Leased Premises (or any part thereof) and ON AND SUBJECT TO the terms, conditions, covenants and agreements set out herein.

1. INTERPRETATION

1.1 Definitions

In this Document:

air conditioning equipment includes all components of any system for cooling or conditioning air, including, without limitation, any evaporative air cooling system;

Building means the building or buildings from time to time erected on and forming part of the Leased Premises;

Business Day means a day other than a Saturday, Sunday or gazetted public holiday in Western Australia;

Commencement Date means the date of commencement of the Term;

Consumer Price Index means the Consumer Price Index compiled by the Australian Bureau of Statistics for the Perth (Capital City) Area (All Groups) or any substitute therefor accepted by the Government of the Commonwealth of Australia from time to time provided that the reference figure for the Index number shall be adjusted as appropriate from time to time if and when the Commonwealth Statistician updates

the reference figure for the Index number. If at any time either or both of the Consumer Price Index or the Index number is discontinued or suspended or in the opinion of the Lessor the method of computation is substantially altered there shall be substituted therefor such alternative method of computing changes in the cost of living as is mutually agreed in writing between the Lessor and the Lessee during the period of 14 days after notice in writing given by the Lessor to the Lessee or failing such agreement as in the opinion of an Umpire most closely reflects changes in the cost of living for Perth Western Australia during the Rent period immediately preceding the relevant Review Date;

Contaminated Groundwater means water in which any Pollutant occurs in concentrations above background or naturally occurring levels and assessment indicates poses or is likely to pose an immediate or long term hazard to the health of humans, animals, agriculture or the environment;

Contaminated Soil means soil in which any Pollutant occurs in concentrations above background or naturally occurring levels and assessment indicates poses or is likely to pose an immediate or long term hazard to the health of humans, animals, agriculture or the environment;

Covenantor means the parties named herein as Covenantor jointly and each of them severally and includes in respect of any Covenantor that is a person, his personal representatives and, in respect of any Covenantor which is a company, its successors;

CPI Review means a review of the annual Rent payable from a Review Date in the manner provided in **clause 2.3**;

GST has the meaning given to it in the GST Act;

GST Act means A New Tax System (Goods and Services Tax) Act 1999;

Interest Rate means the then current rate per annum charged by the Lessor's principal trading bank on overdraft facilities of less than \$100,000.00 plus three percentum (3%);

Lease means this lease and all attachments and annexures hereto as varied, or amended, from time to time;

Leased Premises means the premises so described in the Schedule and includes:

- (a) all lessor's fixtures, fittings, plant, equipment and chattels thereon and therein (including, without limitation, the electrical, water, gas and other installations and fittings thereon and therein); and
- (b) all alterations or additions made thereto (and to any replacement thereof);

Lessee includes, where the Lessee is a person, his personal representatives and permitted assigns, and where the Lessee is a company, its successors and permitted assigns;

Lessee's Notice means the notice that may be given by the Lessee to the Lessor as contemplated in **clause 2.4(b)**;

Lessor includes, where the Lessor is a person, his personal representatives and transferees, and, where the Lessor is a company, its successors and transferees;

Lessor's Insurances means any insurances effected by the Lessor in respect of this Lease, the Land, Building or Leased Premises;

Lessor's Notice means the notice contemplated in **2.4(a)**;

Local or Public Authority means every city, town, shire, board or authority now or hereafter exercising under any present or future Act of Parliament (whether State or Commonwealth) any control or jurisdiction over or power in connection with the Leased Premises or any part thereof or with the business carried on thereat, and includes every officer or person acting under the authority of such Local or Public Authority or any such Act or any regulation, rule or by-law made thereunder;

Market Rent means the best annual rent that can be reasonably obtained for the Leased Premises in a free and open market and:

- (a) having regard to the provision of this Lease with the Lessee in possession of the Leased Premises;
- (b) having regard to rent paid for premises comparable to the Leased Premises;
- (c) taking into account the permitted use of the Leased Premises and any specific approvals attached to the Leased Premises required for the Lessee's use or occupation of the Leased Premises;
- (d) assuming a lease is between a willing lessor and a willing lessee;
- (e) on the basis of the terms and conditions contained in this Lease (including the provisions for rent review);

but disregarding:

- (i) goodwill in the Leased Premises because of the trade or business carried on by the Lessee;
- (ii) any lease incentive concession or inducement paid, given or provided by the Lessor to or on behalf of the Lessee in relation to the grant of this Lease;
- (iii) the condition of the Leased Premises if that condition is a result of the breach of this Lease by the Lessee; and

(iv) the Lessee's fixtures and fittings in the Leased Premises;

Market Review means a review of the annual Rent payable from a Review Date in the manner provided in **clause 2.4**;

Outgoings means all costs charges assessments impositions and outgoings rated charged taxed assessed imposed on or payable in respect of the Leased Premises or any part thereof (and where applicable, for adjoining verges and crossovers) including but not limited for:

- (a) rates and charges payable to the relevant Local Authority or Public Authority;
- (b) water rates and charges payable to the relevant Authority including, without limitation, costs in respect of the supply of water and water consumption, meter fees and storm water, sewerage, and fire protection services;
- (c) Land Tax and Metropolitan Region Improvement Tax (calculated on the basis that the Leased Premises is the only land owned by the Lessor);
- (d) insurances effected by the Lessor pursuant to Clause 7 of this Lease, including excesses and deductibles where not recovered from any other person;
- (e) gardening and reticulation where and to the extent expended by the Lessor;
- (f) lamps and tubes (if any) where and to the extent expended by the Lessor;
- (g) pest control where and to the extent expended by the Lessor;
- (h) repairs and maintenance of the Building and plant and equipment thereon (including, without limitation, of the Lessor's air conditioning equipment within the Building from time to time and including fees paid to contractors and costs of parts and materials used in repairs and maintenance) where and to the extent expended by the Lessor;
- (i) reasonable fees incurred by the Lessor for management and administration of the Leased Premises;
- (j) rubbish collection where and to the extent expended by the Lessor;
- (k) maintaining and repairing roller doors where and to the extent expended by the Lessor;
- (l) obtaining an annual statement of expenditure incurred under each item of this definition in respect of any period;

Outgoings Year means each of the following:

- (a) the period from the Commencement Date until 30th June next following; and
- (b) each period during the Term from 1st July in any year until 30th June next following, or until the end of the Term, whichever first occurs;

Pollutant means any matter, whether liquid, solid or gaseous or radioactive and whether or not useful and which has caused or may in the future cause an adverse health or environmental impact;

Rent means the rent reserved by this Lease (and initially the Rent specified in the Schedule) and (where applicable) includes any additional rent payable pursuant to **clause 5.4** and also includes any rent payable under the provisions herein contained relating to the review of Rent;

Review Date means the date or dates (if any) specified in the Schedule upon and from which the Rent shall be reviewed;

Schedule means the Schedule to this Lease;

Specified Outgoings has the meaning ascribed in **clause 3.3**;

Term means the term of the Lease hereby created being the term referred to in the Schedule, and where the context so permits that expression extends to and includes any extension or renewal thereof and period of holding over; and

Umpire means some independent person to be agreed upon in writing by the Lessor and the Lessee or otherwise appointed at the instance of either party by the President or other senior officer for the time being in Western Australia of the Law Society of Western Australia.

1.2 Interpretation

In the interpretation of this Lease, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa, and in particular (but without limiting the generality of the foregoing) any word or expression defined in the singular shall have the corresponding meaning if used in the plural and vice versa;
- (b) a reference to any gender includes the other genders;
- (c) headings are for convenience only and shall not be relevant to its construction or interpretation;
- (d) a reference to an Act of Parliament (whether State or Commonwealth) includes any statutory modification or re-enactment of such Act and any regulation, rule or by-law made thereunder for the time being in force; and
- (e) "including" and similar expressions are not words of limitation.

1.3 **Joint and Several Obligations**

Unless the context otherwise requires:

- (a) where any Party comprises two or more persons, covenants and obligations in this Lease on the part of that Party bind those two or more persons jointly and each of them severally, and the benefit of any covenant or obligation in favour of that Party accrues to and may be enforced by any one or more of those persons; and
- (b) where any covenants or obligations in this Lease are to be performed by two or more Parties, those two or more Parties jointly and each of them severally are liable to perform those covenants or obligations.

1.4 **Covenants by Lessee and Covenantor**

The covenants herein on the part of the Lessee and the Covenantor to be performed and observed shall be deemed to be made by the Lessee and the Covenantor to the intent that such obligations:

- (a) may continue throughout the whole of the Term, and during any period of holding over, and
- (b) shall be binding upon and enforceable not only against the Lessee and the Covenantor but also against any occupier whatsoever for the time being of the Leased Premises or any part thereof.

1.5 **Covenants by Lessor**

From the date the Lessor ceases to be the registered proprietor of the Land:

- (a) the Lessor is released from obligations under this Lease which arise after that date including in relation to any right the Lessee may have to extend or renew this Lease; and
- (b) the "Lessor" is taken to refer to the new registered proprietor of the Land who becomes liable for the Lessor's obligations under this Lease.

2. RENT

2.1 **Payment of Rent**

The Lessee shall pay the Rent monthly in advance on the first day in each and every month during the Term the first instalment being due on the Commencement Date and if the Commencement Date is not the first day of a month the Lessee shall pay a proportionate instalment of Rent on the Commencement Date (for the period from the Commencement Date until the end of the month in which the Term commences) and a proportionate instalment of Rent on the first day of the month in which the Term expires (for the period from the first

day of that month until such expiry). The Lessee shall pay the Rent without any deduction abatement or set-off whatsoever and at such place and in such manner as the Lessor from time to time directs in writing.

2.2 **Rent Review Dates**

The Rent shall be reviewed with effect from each Review Date, in the manner provided in the Schedule.

2.3 **CPI Review**

The annual Rent payable as from each Review Date on which the annual Rent is to be reviewed in accordance with a CPI Review shall be the annual Rent calculated as follows:

$$N = P \times \frac{CN}{CO}$$

Where:

- (a) N means the annual Rent payable as from the relevant Review Date;
- (b) P means the annual Rent payable immediately prior to the relevant Review Date;
- (c) CN means the Consumer Price Index number for the quarter last ending prior to the relevant Review Date; and
- (d) CO means the Consumer Price Index number for the quarter last ending prior to the preceding Review Date (or in the case of the first Review Date, last ending prior to the Commencement Date).

2.4 **Market Review**

- (a) The Lessor shall serve on the Lessee notice in writing of the sum the Lessor considers is the fair market rent for the Leased Premises as at any Review Date on which the annual Rent is to be reviewed in accordance with this **clause 2.4**. Any Lessor's Notice may be given before or after the relevant Review Date and is effective from the relevant Review Date.
- (b) Within 30 days after service of the Lessor's Notice, as to which time shall be of the essence, the Lessee may serve a notice on the Lessor either agreeing or disagreeing with the fair market rent as nominated in the Lessor's Notice.
- (c) If the Lessee agrees with the Lessor's assessment of fair market rent as nominated in the Lessor's Notice, or fails to give a Lessee's Notice within 30 days after service of the Lessor's Notice, then the sum stated in the Lessor's Notice shall be the annual Rent payable on and from the relevant Review Date.

- (d) If the Lessee by a Lessee's Notice disputes the Lessor's assessment of the fair market rent for the Leased Premises as from a Review Date, the annual Rent payable with effect from the relevant Review Date shall be adjusted to an amount equivalent to that determined as the Market Rent of the Leased Premises as at the relevant Review Date by either:
- (i) a person licensed under the Land Valuers Licensing Act 1978 appointed in writing by agreement between the Lessor and the Lessee if they are able to agree on the identity of such licensed person within 14 days after either of the Lessor and the Lessee tries to agree such identity with the other of them; or
 - (ii) if the Lessor and the Lessee fail to agree on the appointment as contemplated in paragraph (i) above, then by two persons licensed under the Land Valuers Licensing Act 1978, one of whom is appointed by the Lessor and one of whom is appointed by the Lessee, such appointments to be made within 14 days after either of them notifies its appointment to the other of them PROVIDED THAT if either the Lessor or the Lessee fails to make its appointment in accordance with this paragraph (herein "non-appointing party"), then that party's appointment may be made on its behalf by the President or other senior officer for the time being of the Australian Property Institute (W.A. Division) (herein the "President") at the request of either the Lessor or the Lessee in which case each non-appointing party agrees to ratify and confirm any appointment made on its behalf by such President or other senior officer AND PROVIDED FURTHER THAT if the two licensed persons referred to in this paragraph cannot agree on the Market Rent for the Leased Premises as at the relevant Review Date, the question shall be referred to a third person licensed under the Land Valuers Licensing Act 1978 which third person shall be appointed by the President at the request of either the Lessor or the Lessee and such third person shall act as an expert.
- (e) On any Market Review, the Lessor and the Lessee each shall pay the costs of any licensed valuer appointed or deemed to be appointed by it, and the Lessor and the Lessee each shall pay one half of the costs of any third licensed valuer.

2.5 **Delays in Rent Reviews**

Notwithstanding anything to the contrary herein contained or implied:

- (a) the Lessor shall not lose its right to have the annual Rent reviewed with effect from any Review Date by reason of the failure by the Lessor to give a Lessor's Notice or take any other action with respect to the review within any time limit specified in this Lease; and

- (b) in the event of the reviewed Rent being agreed, calculated or determined after the relevant Review Date, the Lessee shall continue paying the Rent at the rate being paid immediately prior to the relevant Review Date from such date until the date upon which the reviewed Rent is agreed, calculated or determined (as the case may be) and thereafter in accordance with such agreement, calculation or determination and thereupon there shall be due to the Lessor from the Lessee as Rent payable on demand the difference (if any) between the Rent paid as aforesaid and the Rent due from the relevant Review Date applying pursuant to such agreement, calculation or determination.

3. OUTGOINGS AND GST

3.1 Lessee to Pay Outgoings

At all times during the Term the Lessee shall punctually pay discharge and satisfy either to the Lessor or directly to the relevant authority (at the Lessor's instance) the Outgoings and (where paid directly to the relevant authority) on demand produce to the Lessor the receipts therefore. For the purposes of this clause the Outgoings shall be considered as accruing from day to day and at the Commencement Date and at the expiration or sooner determination thereof they shall (if necessary) be apportioned between the parties.

3.2 Notice of Outgoings

Subject as provided in **clause 3.3**, the Lessor shall serve on the Lessee a correct copy of each notice of Outgoings received by the Lessor and, where the amount attributable to the Leased Premises is not separately shown on such notice, the Lessor shall provide with such notice a calculation of the Lessee's liability, being in each case that proportion of the amount shown on the relevant notice as the area of the Leased Premises bears to the total lettable areas of the premises referred to on the relevant notice (as determined by the Lessor). The Lessee shall pay to the Lessor the amount of its liability in respect of each outgoing within 7 days after the service of that notice.

3.3 Specified Outgoings

If prior to the commencement of any Outgoings Year (or as soon as the Lessor considers convenient thereafter) the Lessor or its agent gives notice to the Lessee of the Lessor's estimate of the Lessee's proportion for such Outgoings Year (which proportion shall be calculated in the manner provided in **clause 3.2**) of any or all of the items comprising the Outgoings (such items comprising the Outgoings as are referred to in such notice being herein referred to as the "Specified Outgoings" for such Outgoings Year), the Lessee shall pay to the Lessor on account of its liability for the Specified Outgoings for such Outgoings Year the amount so estimated by equal calendar monthly instalments during that Outgoings Year (the instalments to be paid on the same days during that Outgoings Year as instalments of Rent are due) in which case as soon as is reasonably practicable after the relevant Outgoings Year the Lessor or its agent shall give to the Lessee a

certificate as to the actual amount payable by the Lessee for such Outgoings Year in respect of the Specified Outgoings. The certificate shall credit the Lessee with all payments made by the Lessee toward the Specified Outgoings for that Outgoings Year. Any certificate under the hand of the Lessor or its agent shall be prima facie evidence as to the accuracy of its contents. Any balance shown by a certificate to be payable by the Lessee shall be paid within 14 days of the certificate, and any balance shown by the certificate to be payable by the Lessor shall be applied against the next payment (or payments) to be made by the Lessee under this Lease PROVIDED THAT if the Term has then expired by effluxion of time and there are no moneys owing from the Lessee to the Lessor, that balance shall be paid by the Lessor to the Lessee within 28 days of the certificate.

The giving of any such notice by the Lessor or its agent shall not affect the liability of the Lessee to pay its proportion of Outgoings (other than Specified Outgoings) in the manner provided in **clauses 3.1 and 3.2.**

If during an Outgoings Year the Lessor forms the view that the Lessor's prior estimate is likely to be inadequate to cover the Specified Outgoings for that Outgoings Year, the Lessor may by notice to the Lessee recalculate the contributions to Specified Outgoings to be paid by the Lessee for that Outgoings Year, in which case the Lessee shall pay instalments on account of Specified Outgoings at the recalculated rate.

3.4 Consumption and Utility Charges

- (a) The Lessee duly and punctually shall pay and discharge all charges for sewerage garbage and waste disposal gas electricity telephone and other utilities and services used in or charged against or in respect of the Leased Premises during the Term including all meter installation costs telephone connection charges and rents.
- (b) The Lessor may elect to supply the Lessee some or all utilities including electric power, telephone, gas and water consumed on or in connection with the Leased Premises in which case the Lessee shall pay to the Lessor the amount invoiced by the Lessor to the Lessee for such utilities and the amount invoiced by the Lessor to the Lessee:
 - (i) may not be the same as that which is charged by the relevant utility supplier to the Lessor;
 - (ii) must not exceed the amount which would have been payable by the Lessee if the Lessee had purchased the relevant utility direct from the relevant utility supplier on a single customer basis (but which in any event cannot be less than the amount paid by the Lessor to the relevant utility supplier for the relevant utility); and
 - (iii) must not exceed that which any present or future legislation allows to be charged to the Lessee by the Lessor.

3.5 GST

- (a) If, at any time, the Lessor is required to pay GST on:
 - (i) the Lessor's collection of Rent or other moneys due to the Lessor under this Lease; or
 - (ii) the value of any goods or services supplied by the Lessor to the Lessee under this Lease,
 then,
 - (iii) at the time that the Lessee is obliged to pay those amounts to the Lessor, the Lessee must pay to the Lessor the amount of GST thereon; and
 - (iv) the Lessor shall give to the Lessee a tax invoice in a form which complies with the GST Act and regulations.
- (b) For the purposes of this clause a certificate given to the Lessee by the Lessor of the amount of GST paid or payable by the Lessor will be conclusive except in the case of obvious error.
- (c) In respect of each payment by the Lessee under this clause, the Lessor shall deliver to the Lessee a valid tax invoice.

4. REPAIR AND MAINTENANCE

4.1 General Obligations

The Lessee shall keep the Leased Premises in good repair and working condition throughout the Term, and on the expiry or termination of the Term shall yield up the Leased Premises to the Lessor in such repair and condition as required by the terms of this Lease.

4.2 Specific Obligations

Without limiting the generality of **clause 4.1**, the Lessee throughout the Term shall:

- (a) repair or replace all broken, cracked or damaged glass in the Leased Premises;
- (b) repair or replace all broken, damaged or faulty light globes, fluorescent lights, LED light fittings and globes, power points, light switches, wiring or electrical services in the Leased Premises;
- (c) keep in proper working order and free from blockage all plumbing fittings, drains, pipes, toilets and sinks situated in or under, or providing services or facilities to, the Leased Premises;
- (d) maintain and repair all door and window locks and fittings in the Leased Premises;

- (e) repair any damage or breakage to the Leased Premises, including the Lessor's fixtures, fittings, plant, equipment and chattels caused by lack of care or misuse by the Lessee or its employees, agents or visitors; and
- (f) except where the Lessor has notified the Lessee in writing that the Lessor shall maintain the gardens and lawns forming part of the Leased Premises, maintain, water and keep all gardens and lawns forming part of the Leased Premises in good condition.

The Lessee shall obtain, and comply with, the terms of, all necessary approvals from relevant authorities for works to be carried out under this clause, and all such works shall be carried out:

- (i) promptly after the need for such works arises;
- (ii) at the cost of the Lessee;
- (iii) by appropriately licenced and qualified tradesmen;
- (iv) with high class workmanship;
- (v) using materials and fittings of the same or similar quality to the items being repaired or replaced;
- (vi) without creating undue noise or nuisance; and
- (vii) in accordance with the particular directions and requirements (if any) specified by the Lessor.

4.3 **Air conditioning equipment**

Except where the Lessor has notified the Lessee in writing that the Lessor shall maintain the air conditioning equipment, the Lessee at its own expense shall keep in force with a reputable air conditioning contractor a fully comprehensive maintenance contract to cover repairs, servicing, maintenance and replacement parts which from time to time are required to the air conditioning equipment, and from time to time and on request by the Lessor shall provide to the Lessor such evidence as to the terms and currency of that maintenance contract as the Lessor requires.

4.4 **Requisitioned Works**

The Lessee at its cost shall take such measures and precautions and/or perform such works as shall at any times be required by any order or requisition made by any Local or Public Authority over or in respect of the Leased Premises unless such works involve structural alterations to the Leased Premises other than structural alterations required as a result or in consequence of:

- (a) the nature of the trade or business carried on by the Lessee at the Leased Premises;
- (b) any plant, equipment or other machinery used by the Lessee; or

- (c) the number or sex of the Lessee's employees.

4.5 Notice of Defects

The Lessee shall give to the Lessor prompt notice in writing of any accident to or defect or want of repair to the structure of or in any service to or fittings in the Leased Premises and of any circumstances likely to be or cause any danger risk or hazard to the Leased Premises or any person therein.

4.6 Notices from Authorities

Should the Lessee receive a notice from any Local or Public Authority in respect of the Leased Premises he shall forthwith give notice in writing of the same to the Lessor.

5. ALTERATIONS, ADDITIONS

5.1 Restrictions on alterations, additions

The Lessee shall not without the prior written consent of the Lessor on each occasion:

- (a) make any alteration or addition whatsoever to the Leased Premises or cut maim break disfigure or injure any part thereof or commit any other waste thereof;
- (b) suspend or permit or suffer to be suspended from the interior roof or ceiling of the Leased Premises or any part thereof any article whatsoever other than normal or usual electric light fittings and apparatus or overload the floors of the Leased Premises or permit or suffer the same to be overloaded.

5.2 Lessor's consent

The Lessor shall not unreasonably withhold its consent to any alterations or additions to the Leased Premises required by any order or requisition made by any Local or Public Authority PROVIDED THAT such alterations or additions shall at the election of the Lessor either be carried out by the Lessor or by the Lessee under supervision of the Lessor or its agent (in which case all costs incurred by the Lessor shall be paid by the Lessee to the Lessor on demand). At the expiration or sooner determination of the Term the Lessee (if so required by the Lessor) at the cost of the Lessee shall reinstate the Leased Premises to their condition prior to such alterations or additions.

5.3 Lessor's Powers

- (a) The Lessor shall have power by its agents and workmen with all necessary appliances to enter into and upon the Leased Premises at all reasonable times to view the state of repair thereof and to serve upon the Lessee a notice in writing of any defect requiring it to repair the same in accordance with any covenant herein contained. In default of the Lessee repairing any defect according to such notice within 21 days of the date of such notice

the Lessor by its agents and workmen and/or any person authorised by the Lessor with all necessary materials and appliances may enter the Leased Premises and execute all or any of the required repairs as the Lessor shall think fit and the Lessee on demand shall pay to the Lessor the costs of remedying such default and the Lessor may recover such costs by action or otherwise as for Rent in arrears.

- (b) The Lessor shall have power by its agents and workmen with all necessary materials and appliances to enter upon the Leased Premises at all reasonable times and without previous notice and to carry out any repairs or other works which in the reasonable opinion of the Lessor are of an emergency nature. In the event that the Lessor shall pursuant to this power carry out any works or repairs which should be carried out by the Lessee in accordance with the covenants to be observed by the Lessee herein contained then the Lessee shall on demand pay to the Lessor the costs of such works or repairs and the Lessor may recover such costs by action or otherwise as for Rent in arrears.
- (c) In the event of the early determination of the Term the Lessor shall have power by its agents and workmen with all necessary materials and appliances to enter upon the Leased Premises at all reasonable times and without previous notice and to carry out any painting or repairs which the Lessee has failed to undertake in accordance with the covenants set forth herein. In the event that the Lessor shall pursuant to this power carry out any painting or repairs which should be carried out by the Lessee in accordance with the covenants to be observed by the Lessee herein contained then the cost of such repairs shall be paid by the Lessee to the Lessor upon demand being made for payment of the same.
- (d) The Lessor shall have power by its agents and workmen with all necessary materials and appliances to enter upon the Leased Premises after having given the Lessee 14 days written notice of its intention to do so, to carry out any repairs or other works for which the Lessor is liable and which the Lessor considers it necessary or desirable to carry out. In pursuing such activities the Lessor shall endeavour to minimise the nuisance and irritation caused to the Lessee, but the Lessee shall not make any claim or commence any action against the Lessor in relation to the works and related activities carried out by the Lessor under this clause and shall not impede or obstruct the carrying out of such repairs or other works.

5.4 Additional Rent

The Lessee shall pay as and by way of additional Rent interest at the Interest Rate on the costs of all alterations or additions to the Leased Premises required by any order or requisition made by any Local or Public Authority and effected by the Lessor, such interest or additional Rent to be calculated from the date of completion of the work done and added to the Rent hereby reserved and payable on the dates and

in the manner upon which the Rent hereby reserved is made payable the first payment to be apportioned if necessary. Additional Rent payable pursuant to this clause shall form part of the Rent and be reviewed on each Review Date.

6. USE OF LEASED PREMISES

6.1 Permitted Use

The Lessee shall at its cost obtain all necessary approvals from all relevant authorities required for the Lessee's use or occupation of the Leased Premises.

6.2 Restrictions on use

The Lessee shall not:

- (a) use or occupy the Leased Premises or any part thereof other than in connection with the profession trade or business specified in the Schedule;
- (b) use or occupy the Leased Premises or any part thereof other than in accordance with the necessary approvals from all relevant authorities required for the Lessee's use or occupation of the Leased Premises;
- (c) hold or permit to be held nor advertise as to be held on the Leased Premises any bankrupt or liquidation or auction sale (public or otherwise) of any real or personal property whatsoever;
- (d) use or permit to be used the Leased Premises or any part thereof for any illegal or immoral purpose;
- (e) at any time use exercise or carry on or permit or suffer to be used exercised or carried on in or upon the Leased Premises or any part thereof any noxious, noisome or offensive trade or business occupation or calling or permit to be done on the Leased Premises any act matter or thing whatsoever which at any time shall or may be or grow to be of annoyance, nuisance, grievance, damage or disturbance to the owners or occupiers of any lands buildings or premises or any part thereof adjoining the Leased Premises; or
- (f) use or permit to be used the water closets lavatories grease traps and other sanitary appliances for any purpose other than that for which they were constructed and shall not do or suffer to be done any act or thing that might block or otherwise affect or damage the same.

6.3 Pest control

The Lessee shall take all proper precautions to keep the Leased Premises free from rodents vermin insects pests birds and animals and if so required by the Lessor but at the cost of the Lessee shall

employ from time to time pest exterminators approved by the Lessor for that purpose.

6.4 Signs

The Lessee shall not place or put on any part of the inside or outside of the Leased Premises any sign (electrical or otherwise) placard or notice except with the consent of the Lessor on each occasion (which consent shall not be withheld unreasonably) and then only of such nature colour size and style and on such place or places on the Leased Premises as shall be designated by the Lessor and shall remove the same at its own cost and expense within 7 days after the expiration or sooner determination of the Term.

7. INSURANCE AND INDEMNITY

7.1 Lessor's insurances

At all times during the Term the Lessor shall:

- (a) keep current a public risk policy in respect of the Leased Premises with cover of not less than [REDACTED]
- (b) insure and keep insured or cause to be insured and kept insured against loss of Rent and Outgoings, and also against damage or destruction by fusion fire storm tempest and earthquake and such other insurable risks as the Lessor may reasonably require all buildings and erections forming part of the Leased Premises to the full insurable value thereof; and
- (c) keep insured or cause to be kept insured the plate glass in the windows screens mirrors and advertisements which form part of the Leased Premises against damage or destruction to the full insurable value thereof.

7.2 Lessee's insurance

- (a) At all times during the Term the Lessee shall effect and maintain the following insurances:
 - (i) a public risk insurance policy in the form of a standard public risk policy or in the form commonly used by the Lessee's insurer and by other reputable insurers in the sum of [REDACTED] or such higher amount as the Lessor, acting reasonably and prudently may require, in respect of any single event or accident, relating to the Lessee's liability for death, personal injuries and property damage arising from the Lessee's occupancy of the Leased Premises and use and enjoyment of other rights granted under this document, including while entering, leaving, using and being in or about the Leased Premises, the Building or the Land, in circumstances in which the Lessee may incur liability for the injury, loss or damage, and extended to include claims, risks and events covered under indemnities provided by the Lessee to the Lessor under this Lease;

- (ii) if required by the Lessor, for the full replacement value, through breakage or damage from any cause, of all plate and other glass in windows, doors, shop front, display cases and other fixed glass in the Leased Premises, including any doors, windows or other frames containing the glass within or forming part of the Leased Premises (but save and except for glass in external doors or windows);
 - (iii) a comprehensive insurance policy, for the full insurable and replacement value of the Lessee's fixtures, fittings, plant, equipment, stock in trade and other property in the Leased Premises against loss or damage by fire, storm and water damage, tempest, earthquake, lightning, explosion, and other risks usually covered under a comprehensive insurance policy for fire and related risks; and
 - (iv) a workers compensation insurance policy, providing unlimited cover in respect of the Lessee's employees for workers compensation, as required by law.
- (b) The Lessee's insurances shall be effected with one or more insurance companies which are respectable, reputable and financially sound and are approved by the Lessor (such approval not to be unreasonably withheld).
- (c) The Lessee's insurances relating to public risk, plate glass and the Lessee's property shall note the Lessor (and if the Lessor so requests any mortgagee of the Land) as an interested party and beneficiary to whom the respective policy extends.
- (d) The conditions and exclusions of each insurance policy effected by the Lessee shall not be unusual for the type of insurance, and the Lessor may require the Lessee to negotiate with the insurer for the deletion or amendment of unusual conditions or exclusions or to effect insurance with some other insurer which does not require unusual conditions or exclusions.
- (e) Each of the insurance policies effected by the Lessee (except for workers compensation) shall contain a waiver of the insurer's rights of subrogation against the Lessor and the Lessee, arising out of any claim under the policy.
- (f) Promptly after request by the Lessor the Lessee shall provide to the Lessor reasonable evidence as to the terms and currency of its insurances.
- (g) The Lessee promptly shall give to the Lessor written notice of
 - (i) the Lessee's intention to cancel, replace or alter any insurance effected by the Lessee in accordance with this clause;
 - (ii) any notice or correspondence received by the Lessee from an insurer indicating its intention to cancel or materially alter any of those insurances;

- (iii) the occurrence of any fact or event which may not be known to the Lessor and which:
 - (A) may give rise to a claim against the Lessor or the Lessee, which may be covered by any of those insurances;
 - (B) may prejudice the entitlement to claim under any of those insurances; or
 - (C) should be disclosed to the insurer and may affect its decision to continue to insure the Lessee or the risk.
- (h) In the event of loss or damage to the Lessor's or Lessee's property which is covered by insurance effected by the Lessee:
 - (A) unless this Lease is terminated as a consequence of the damage or destruction, the Lessee shall promptly replace, repair or reinstate the damaged or destroyed Lessee's property, utilising the proceeds from the insurance; and
 - (B) the Lessee shall pay to the Lessor the proceeds of insurance in respect of damage or destruction of the Lessor's property,

and the Lessee shall pay any additional costs of replacement, repair or reinstatement.

7.3 Indemnity by Lessee

- (a) The Lessee shall indemnify and keep indemnified the Lessor and its employees, agents and contractors from and against all liability, loss, damages, expenses or claims which the Lessor or its employees, agents or contractors may incur (including to a third party) during or after the Term, in respect of or arising from:
 - (i) loss damage or injury to property or person occurring in or on the Leased Premises and caused or contributed to by any failure by the Lessee (or any person claiming from or through the Lessee) to comply with its obligations under this Lease;
 - (ii) the negligent use or misuse by the Lessee or its employees, agents or contractors of any services or facilities at or in the vicinity of the Leased Premises;
 - (iii) the overflow, leakage or escape of water, gas, electricity, fire or other materials or substances in or from the Leased Premises, caused or contributed to by any act or omission of the Lessee or its employees, agents or contractors;
 - (iv) loss damage or injury to property or person, caused or contributed to by any act or omission of the Lessee or its

employees, agents or contractors arising out of use of the Leased Premises;

- (v) loss damage or injury to property or person, caused or contributed to by the defective installation of plant, fixtures and equipment in the Leased Premises by or on behalf of the Lessee; and
- (vi) the failure of the Lessee to notify the Lessor of any damage to or defect in the Leased Premises or the Building or Land, or in the facilities or services for the Leased Premises or the Building or Land.

(b) The indemnities under this clause:

- (i) include penalties, fines, and legal and other costs incurred by the Lessor and its employees, agents and contractors; and
- (ii) do not apply where and to the extent that the loss, damage or injury was caused or contributed to by the wilful or negligent act or omission of the Lessor or its employees, agents or contractors.

7.4 Comply with laws and regulations

The Lessee at all times in its use of the Leased Premises shall comply with the requirements of the relevant authorities and all laws and regulations for the time being relating to fires and the provisions of any and every relevant statute regulation and ordinance. If the Lessee shall do or permit to be done any act matter or thing which has the effect of invalidating or avoiding any policy of insurance taken out by or effected hereunder for the benefit of the Lessor then the Lessee shall be responsible for any damage or loss which the Lessor may suffer or incur as a result thereof.

7.5 Conduct affecting Lessor Insurance

- (a) The Lessee must not do nor and permit to be done anything which may or does:
 - (i) prejudice the entitlement to claim under any of the Lessor's Insurances;
 - (ii) cause any Lessor's Insurances to become void or voidable; or
 - (iii) increase any premium payable for any Lessor's Insurances.
- (b) If the Lessee does or omits to do an act which results in the increase of any of the Lessor's Insurances, the Lessee shall immediately on demand pay those increased premiums.
- (c) If, at any time, the Lessor is not able to take out or maintain any Lessor's Insurances on terms and conditions acceptable to the Lessor (acting reasonably) due to:

- (i) the use of the Leased Premises by the Lessee; or
- (ii) any act or omission by the Lessee,

then:

- (A) the Lessor shall promptly notify the Lessee of that issue;
- (B) the parties must promptly confer in good faith to resolve that issue (provided that nothing in this clause requires the Lessor to pay any money or carry out any works that would not otherwise be required under this Lease);
- (C) if notified by the Lessor, the Lessee shall modify its use of the Leased Premises or otherwise act as required by the Lessor so as to address the issue, and

if the parties are not able to agree on a resolution to the issue within 20 Business Days after the Lessor has notified the Lessee under **clause 7.5(c)(A)** the Lessor may terminate this Lease by written notice to the Lessee, in which case the Lessee must immediately vacate the Leased Premises and comply with all of its obligations under **clauses 15.2 - 15.4** but any such termination shall be without prejudice to any then existing claim by the Lessor against the Lessee.

7.6 **Lessee's own risk and release of Lessor**

- (a) The Lessee shall use and occupy the Leased Premises, and exercise its other rights under this Lease, at the Lessee's own risk.
- (b) The Lessor is not liable to the Lessee for, and is excluded from liability for damage to the Lessee's plant, equipment and other property and for loss of profits whilst the Lessee is using and occupying the Leased Premises and exercising its other rights under this document, and the Lessee hereby releases to the fullest extent permitted by law the Lessor and its agents contractors and employees from all claims and demands of every kind resulting from:
 - (i) any defect in the construction or condition of the Building or the Leased Premises;
 - (ii) any defect in the construction or operation of facilities or services to the Leased Premises or the Building (including, without limitation, from any malfunction or breakdown in, or interruption of or to, the water gas or electricity services, the air conditioning equipment, fire fighting equipment, any lift or escalator, or any of the appurtenances contained in the Leased Premises or in the Building or from the breakage blockage or overflow of any sewer waste drains conduits cables wires gutters downpipes or stormwater drains from any cause whatsoever);

(iii) any failure of the Lessor to do any act or thing to or in respect of the Leased Premises or the Building or the Land which (as between the Lessor and the Lessee) the Lessor might be legally liable to do, unless the Lessee shall have given to the Lessor notice in writing of such failure and the Lessor has without reasonable cause failed within a reasonable time thereafter to take proper steps to rectify such failure; or

(iv) fire, water or any other cause,

except in the circumstances detailed in **clause 7.6(c)**.

(c) The Lessor is not released from liability under **clause 7.6(b)** where and to the extent that the loss or damage is caused by the negligence or intentional act of the Lessor or of agents or employees of the Lessor for whose conduct the Lessor is legally liable.

8. ASSIGNMENT, UNDER-LETTING ETC

8.1 Restrictions on assignment

The Lessee shall not assign transfer sub-let mortgage charge part with the possession of or otherwise deal with or agree to assign transfer sub-let mortgage charge part with the possession of or otherwise deal with the Leased Premises or any part thereof or any estate or interest in the Leased Premises created by this Lease or implied at law or otherwise by any act or deed procure allow or suffer (either voluntarily or involuntarily) the Leased Premises or any part thereof or any interest created by this Lease to be assigned transferred sub-let mortgaged charged or otherwise dealt with or possession thereof parted with for all or any part of the Term or grant any licence exclusive or otherwise for the use of the Leased Premises or any part thereof or any estate or interest in the Leased Premises created by this Deed or implied at law without the prior written consent of the Lessor on each occasion PROVIDED THAT the Lessor shall not unreasonably withhold consent where the Lessee shall have first performed the following which shall be conditions precedent to the Lessee obtaining such consent, that is to say:

- (a) the Lessee shall submit to the Lessor the name address and occupation of any proposed assignee transferee sub-lessee mortgagee chargee possessor or licensee together with ample proof to the satisfaction of the Lessor that such person is of at least equal financial standing as the Lessee and responsible, respectable, and capable financially of meeting the commitments of this Lease;
- (b) in the case of an assignment of the Leased Premises or part thereof the Lessee shall procure the execution by the proposed assignee of a deed of covenant to which the Lessor and the Lessee and the Covenantor shall also be parties in such form as the Lessor or its solicitors shall approve and in which shall be repeated by the assignee with the Lessor the several covenants

conditions agreements stipulations and powers herein contained or such of them as may be required by the Lessor or its solicitors the deed of covenant to be prepared by the Lessor's solicitors at the cost and expense of the party requiring consent and an executed copy of the deed of covenant duly stamped shall be delivered to the Lessor; and

- (c) the Lessee shall duly pay to the Lessor all costs charges and expenses incurred by the Lessor in connection with enquiry as to the proposed assignee transferee sub-lessee mortgagee chargee possessor or licensee.

8.2 **Property Law Act exclusions**

Anything contained or implied in Sections 80 and 82 of the Property Law Act 1969 shall not apply to this Lease and the provisions of those Sections are hereby expressly excluded.

8.3 **Change of Control**

- (a) When the Lessee is or includes a company other than a company whose shares are listed on an Australian stock exchange, any proposed:

- (i) transfer in the legal or beneficial interest in shares;
- (ii) allotment of shares; or
- (iii) changes in the Constitution,

of the Lessee or such company which would have the consequence of altering the effective control of the Lessee or such company, is deemed to be an assignment of this Lease and requires the Lessor's consent in accordance with **clause 8.1** as if the person or persons acquiring control over the Lessee or such company were assignees of the Lease.

- (b) For the purpose of considering an application for consent in accordance with the preceding **clause 8.3(a)**, in addition to the matters contained in **clause 8.1**:

- (i) the Lessee shall be required to prove to the satisfaction of the Lessor that the persons acquiring control over the Lessee or such company are of at least equal financial standing as the Lessee or the relevant company, that the financial standing of the Lessee or such company shall not be reduced by the transfer, allotment or change referred to in **clause 8.3(a)**, and that the Lessee shall remain responsible, respectable and capable financially of meeting the commitment of the Lessee; and
- (ii) those persons must provide to the Lessor such personal guarantees for the performance of the covenants and obligations on the part of the Lessee contained and implied in this Lease as the Lessor requires.

8.4 Assignment during a Rent Review

In the event of an assignment of this Lease occurring at a time during which a review of Rent is being carried out but has not been completed:

- (a) the Lessee and the assignee are jointly and severally liable to pay to the Lessor any additional Rent payable from the Review Date to the date of the assignment; and
- (b) as a condition of obtaining the Lessor's consent to the assignment, at the time of the assignment the Lessee shall deposit in a trust account held by the Lessor's agent as stakeholder an amount determined by the lessor in order to provide security for any additional liability for Rent during that period.

9. COSTS

9.1 Costs of Preparation of Lease

The Lessee shall pay, on execution of this Lease, the Lessor's reasonable legal costs of negotiation, preparation, engrossment, stamping and registration (if required), of this Lease in triplicate, plus the costs of obtaining all consents to this Lease, stamp duties and registration fees.

9.2 Consents, Transactions and Default

The Lessee shall pay the Lessor's costs, charges and expenses which are incurred reasonably and properly in connection with:

- (a) the obtaining of any consent from the Lessor, mortgagee or other person, which is required by the Lessee or otherwise under this Lease;
- (b) the negotiation and preparation of all documents relating to any consent, and all costs payable to any other party whose consent is required, whether a consent is given or refused or the application for consent is withdrawn;
- (c) any breach or default by the Lessee under this Lease;
- (d) the preparation of any necessary sketch (if at any time this Lease is to be registered); or
- (e) the exercise or attempted exercise by the Lessor of any right, power, privilege, authority or remedy, against the Lessee or against any Covenantor, to enforce the Lessee's obligations under this Lease, or to terminate the Lease for the Lessee's breach or default (including for the purpose of or incidental to the compliance by the Lessor with the provisions of Section 81 of the Property Law Act 1969, solicitor's, architect's, surveyor's and valuer's costs and fees).

9.3 **Costs on an Indemnity Basis**

The Lessor's legal and professional costs and disbursements under this **Part 9** shall be charged and allowed on a full indemnity basis.

10. **QUIET ENJOYMENT**

The Lessor covenants with the Lessee, that subject to the Lessee paying the Rent hereby reserved and performing the Lessee's covenants and observing the conditions herein contained, the Lessee shall and may peaceably hold and enjoy the Leased Premises during the Term in accordance with the provisions of this Lease without any interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor.

11. **DEFAULT OR REPUDIATION BY LESSEE**

11.1 **Lessor's Rights if Lessee Defaults**

If:

- (a) the Rent hereby reserved or any part thereof shall at any time be in arrears or unpaid for 7 days after the same shall have become due (whether or not any formal or legal demand shall have been made therefor); or
- (b) the Lessee assigns (or is deemed to assign pursuant to **clause 8.3**), transfers, sub-lets, mortgages, charges, parts with the possession of or otherwise deals with any estate or interest in the Leased Premises created by this Deed or implied at law, or agrees so to do other than in compliance with **clause 8.1**; or
- (c) the Lessee shall at any time fail or neglect to duly perform or observe any of the covenants conditions or agreements contained in this Lease or implied herein and such breach or non performance shall continue for 14 days after written notice thereof shall have been given by the Lessor to the Lessee to remedy the same; or
- (d) the Lessee while the Leased Premises or any part thereof shall remain vested in it being a company shall enter into liquidation whether compulsory or voluntary not being a voluntary liquidation for the purpose of amalgamation or reconstruction or enter into arrangement or composition for the benefit of its creditors or not being a company shall assign his estate or enter into a deed of arrangement for the benefit of his creditors (provided always that any deed of assignment or deed of arrangement made under the Bankruptcy Act 1966 and any act or actions by or against the Lessee or his property which is or may be deemed to be an act of bankruptcy under the said Act shall be excluded from the operation of this sub-clause); or
- (e) any execution either by writ or warrant or by appointment of a Receiver be levied on or against any of the property or assets of the Lessee; or

- (f) at any time the Lessee is deregistered or a strike off application is undertaken by the Australian Securities Investment Commission and the Lessee fails to remedy the deregistration and/or to stop that strike off application 7 days after written notice shall have been given by the Lessor to the Lessee to do; or
- (g) the Leased Premises shall be deserted or vacated,

then and in any such case it shall be lawful for the Lessor or any person or persons duly authorised by the Lessor to re-enter the Leased Premises or any part thereof in the name of the whole and thereupon this Lease and the Term hereby created shall cease and determine without prejudice to any right of action or remedy of the Lessor in respect of the breach non-performance or non-observance of any covenant or condition hereof by the Lessee and thereupon the Lessor shall be freed and discharged from any action claim or obligation howsoever arising to the Lessee. For the purposes of such re-entry the Lessor or the Lessor's appointed agent shall have power to open by any means any door or fastening for the purpose of resuming possession of the Leased Premises and to expel and remove all persons furniture and other property therefrom (without being liable for any action for trespass assault or other proceedings whatsoever for so doing).

11.2 **Entitlement to Damages**

In regard to payment of the Rent, Outgoings and any other moneys payable by the Lessee to the Lessor hereunder (for the purposes of this **Part 11** the "Lease Moneys") the time for payment shall be of the essence, and in addition to any rights of action or remedies of the Lessor referred to in **clause 11.1** the Lessor shall be entitled in any case where the Lessor has terminated this Lease for non-payment of the Lease Moneys or any part thereof, or by the acceptance of a repudiation of this Lease by the Lessee, or by the failure of the Lessee to comply with any notice given pursuant to **clause 11.1**, to recover as damages from the Lessee the difference between the amount of the Lease Moneys for such part of the Term of this Lease as had not expired at the date of such termination, and the amount of Lease Moneys it may reasonably be anticipated the Lessor will receive for such period from another or other tenants and a certificate signed by the Lessor shall be prima facie proof of the amount of the Lessor's claim as aforesaid and of all components thereof and of the reasonableness of all the Lessor's estimates involved therein.

11.3 **Lessor's Rights Not Affected**

The Lessor's entitlement to recover damages shall not be affected or limited by any of the following:

- (a) if the Lessee shall abandon or vacate the Leased Premises;
- (b) if the Lessor shall elect to re-enter or to terminate the Lease;
- (c) if the Lessor shall accept the Lessee's repudiation; or

- (d) if the parties' conduct shall constitute a surrender by operation of law.

11.4 Lessor to Mitigate

In the event of the Lessee vacating the Leased Premises, whether with or without the Lessor's consent, the Lessor shall be obliged to take reasonable steps to mitigate its damages and to endeavour to lease the Leased Premises at a reasonable rent and on reasonable terms. The Lessor's entitlement to damages shall be assessed on the basis that the Lessor shall have observed the obligation to mitigate damages contained in this clause. The Lessor's conduct taken in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law.

11.5 Acceptance of Lease Moneys

Acceptance of any Lease Moneys by the Lessor after default by the Lessee under this Lease shall be without prejudice to the exercise by the Lessor of the powers conferred upon the Lessor by **clause 11.1** or any other right power or privilege of the Lessor and shall not operate as an election by the Lessor either to exercise or not to exercise any such rights powers or privileges.

11.6 No Waiver

No consent or waiver expressed or implied by the Lessor to or of any breach of any covenant or condition by the Lessee shall be construed as a consent or waiver to or of any other breach of the same or any other covenant or condition.

12. DAMAGE OR DESTRUCTION TO LEASED PREMISES

12.1 Abatement of Rent

- (a) If the Leased Premises or any part thereof shall at any time be destroyed or damaged by fire or any other insured risk so as to render the same unfit for the business carried on by the Lessee, and unless the insurances on the Leased Premises shall have been forfeited or become null and void or the payment of any moneys payable under such insurances refused or withheld through any act or default of the Lessee, the Rent and Outgoings or a fair proportion thereof according to the nature and extent of the damage sustained shall cease to be payable until the Leased Premises shall have been rebuilt and rendered fit for such use.
- (b) Until the amount of Rent and Outgoings to be abated has been mutually agreed upon or fixed in manner aforesaid, the full Rent and Outgoings shall be paid without deduction but the Lessor shall (if necessary) subsequently refund the difference (if any) between the Rent and Outgoings paid by the Lessee as from the date of such destruction or damage and the amount so agreed or fixed as aforesaid.

12.2 Termination of Lease

If the Leased Premises are damaged to such an extent that their demolition is required by law, or if the Leased Premises are destroyed or damaged to such an extent that in the opinion of the Lessor it is uneconomical to reinstate the damaged part of the Leased Premises without the prior demolition of the whole or any substantial part of the Leased Premises, then the Lessor by notice in writing to the Lessee may terminate this Lease and this Lease shall thereupon be terminated without compensation to the Lessee, but any such termination shall be without prejudice to any then existing claim by the Lessor against the Lessee. If this Lease is so terminated the Lessee shall yield up vacant possession of the Leased Premises to the Lessor and shall deliver to the Lessor its copy of this Lease duly endorsed with a surrender thereof (and if this Lease has been registered, in registrable form).

12.3 Differences to Umpire

In case of any difference touching the provisions of this **Part 12** the same shall be referred to the decision of an Umpire.

13. UMPIRE

The following further provisions shall apply to any Umpire appointed under the provisions of this Lease:

- (a) he shall be deemed to act as an expert and not as an arbitrator;
- (b) before reaching any decision as to any matter in dispute he shall be obliged to hear reasonable argument put forth by or on behalf of the parties hereto;
- (c) his decision as to any matter in dispute shall be final and binding on the parties hereto; and
- (d) his fees shall be borne and paid equally by the Lessor and the Lessee.

14. HOLDING OVER

If the Lessee, without having duly exercised any option for renewal herein contained but with the consent of the Lessor, shall remain in possession of the Leased Premises after the expiration of the Term, the Lessee shall so remain as tenant from month to month at the Rent being 110% of the rent payable immediately prior to the expiration of the Term and otherwise upon all the covenants and conditions contained in this Lease with such modifications or variations as are necessary to make them applicable to a tenancy from month to month.

15. PROVISIONS ON EXPIRY OF TERM

15.1 Notice to Re-Let

During the period of 3 months preceding the end of the Term the Lessee shall permit intending tenants and others with authority from the Lessor at all reasonable times to enter and view the Leased Premises and shall permit the Lessor to affix to the exterior of the Leased Premises a sign indicating that the Leased Premises are to be re-let, and shall not tamper with same.

15.2 Make Good

During the last 3 months of the Term the Lessee shall:

- (a) paint with 2 coats of colour and in a workmanlike manner the outside and inside of the Leased Premises which has been previously painted with paint of a standard reasonably specified by the Lessor;
- (b) where the Lessor at any time has installed floor coverings in the Leased Premises, replace all floor coverings in the Leased Premises with new floor coverings of at least equal standard;
- (c) service the air conditioning equipment, complete repairs, replace filters and provide a written report regarding the servicing and repairs from a reputable air conditioning company;
- (d) replace any non-operational lamps and tubes, LED light fittings and globes, exit signs and hibay lights in the Leased Premises;
- (e) remove computer, telephone and data cabling and make good damaged surfaces including skirtings of the Leased Premises;
- (f) thoroughly clean the Leased Premises including all windows, floor surfaces, light diffusers, gutters and downpipes, and have any warehouse walls and floors high pressure cleaned by a reputable contractor;
- (g) service any roller doors and complete all necessary maintenance and repairs including replacement of damaged panels and provide to the Lessor a report from the contractor completing the servicing and works;
- (h) remove all bolts and fixtures from walls and floors of the Leased Premises and make good any damage caused by their removal;
- (i) service fire hydrants, fire hose reels and sprinkler systems within the Leased Premises and complete all necessary repairs and maintenance, and provide to the Lessor a report from the contractor which carried out the servicing and works;
- (j) repair any damaged bitumen and concrete in the Leased Premises;

- (k) service all reticulation (if any) within the Leased Premises, and effect any necessary repairs;
- (l) mow lawns and tidy gardens (if any) within the Leased Premises;
- (m) replace any damaged ceiling tiles;
- (n) pump out separator facilities or other waste storage tanks including septic systems (if any);
- (o) replace and/or repair the Lessor's fixtures and fittings to the extent damaged or not in good working order and condition;
- (p) remove all signage and make good damage and marks;
- (q) where the Lessee (or any contractor or other person on behalf of the Lessee) at any time has accessed or used the roof of the Leased Premises, arrange for an inspection of the roof by a qualified industrial roofer and carry out all recommended maintenance and repairs required as a result of such access or use, and provide to the Lessor a report from the roofer confirming that the recommended maintenance and repairs have been completed;
- (r) repair and where necessary replace worn parts of the plumbing systems (including all taps and toilet systems) in the Leased Premises.

All such works shall be performed by competent tradesmen and with materials of the best quality and to the reasonable satisfaction of the Lessor or its agent, and the Lessee shall make good any damage done to the Leased Premises in the carrying out of the required works. All reports required under this clause shall be provided by reputable and competent contractors.

Any dispute arising under this **clause 15.2** shall be referred to an Umpire.

15.3 Delivery of Possession

At the expiration or sooner determination of the Term the Lessee shall quietly deliver up to the Lessor possession of the Leased Premises in such state condition and order as shall be consistent with the due performance and observance of the covenants by the Lessee herein contained and shall surrender all keys for the Leased Premises to the Lessor and shall inform the Lessor of all combinations on locks safes and vaults (if any) in the Leased Premises. If the Lessee fails to do so then the Lessor at its option may carry out all repairs or works which should have been carried out by the Lessee in accordance with the covenants of the Lessee herein contained, and if the Lessor carries out any such repairs or works the Lessee shall pay to the Lessor upon demand the cost of such repairs or works.

15.4 **Removal of Fixtures and Fittings**

All fixtures, fittings, plant, machinery, utensils, shelving, signs and advertising material, counters, floor coverings, safes and chattels (but excluding ceilings, toilet and sanitary accommodation, wall finishes, shop fronts, doors and grills, lighting and electrical fixtures or fittings, electrical wiring, hydraulic and drainage and gas services, lifts, escalators and air conditioning equipment) belonging to and erected or put in by the Lessee whether before or after the Commencement Date shall be trade or tenant's fixtures and the Lessee shall at the expiration or sooner determination of the Term remove the same from the Leased Premises (but so as not in any way to injure the land and/or buildings leased by the Lessor) and the Lessee shall immediately thereupon make good to the satisfaction of the Lessor all damage caused or occasioned to the Leased Premises by such removal.

15.5 **Occupation Fee**

Without prejudice to any other rights of the Lessor hereunder, during the period from the date of expiry or sooner determination of this Lease (including any extension or renewal hereof or period of holding over) until such date as the Lessee has complied with its obligations under **clauses 15.2 - 15.4**, the Lessee shall pay to the Lessor from time to time forthwith upon demand an occupation fee (calculated on a daily basis) at a rate equal to the rate of the aggregate of the Rent, Outgoings and other monies payable immediately prior to the date of expiry or sooner determination of this Lease and all other obligations on the part of the Lessee hereunder (other than the obligation to pay Rent and Outgoings for such period) shall apply, with the necessary changes.

15.6 **Lessor's Rights if Lessee Defaults**

If the Lessee fails to comply with its obligations pursuant to **clause 15.4**, then in addition to its other rights hereunder and at law and otherwise resulting out of such breach the Lessor may:

- (a) by notice in writing to the Lessee deem such of the items referred to in the notice to be abandoned by the Lessee, in which case such items upon delivery of such notice shall be and become the property of the Lessor absolutely and the Lessor shall be at liberty either to retain the same in the Leased Premises or to remove the same or any portion thereof from the Leased Premises in which case the costs of such removal and costs of making good those parts of the Leased Premises occasioned by such removal shall be borne by the Lessee and payable to the Lessor upon demand;
- (b) remove such items or any part thereof to the Lessee's last known abode or place of business, and there or as near thereto as reasonably practicable to leave the same at the risk in every respect of the Lessee in which case the costs of such removal and the costs of making good those parts of the Leased Premises

occasioned by such removal shall be borne by the Lessee and payable to the Lessor upon demand; and

- (c) at public auction or by private treaty sell or otherwise dispose of the same or any part thereof at such price and on such terms as the Lessor in the Lessor's absolute discretion may think fit, and out of the proceeds thereof to reimburse the Lessor in respect of any costs and expenses thereby incurred in which case the costs of such removal and the costs of making good those parts of the Leased Premises occasioned by such removal shall be borne by the Lessee and payable to the Lessor upon demand.

15.7 **Attorney**

For the purposes referred to in **clause 15.6** the Lessee appoints the Lessor or a nominee of the Lessor to be the Lessee's lawful attorney for the Lessee and in the Lessee's name to sign all necessary deeds, agreements, receipts and other instruments for the purposes of effecting such sale or other disposition, and the Lessee indemnifies the Lessor and such nominee and their respective estates and effects, and undertakes to ratify any of their actions in respect of the exercise of such powers.

16. **RENEWAL OF LEASE**

16.1 **Option to Renew**

Subject as mentioned in **clauses 16.2 and 16.4** and so long as the Lessee shall not have been in default at any time during the Term in payment of the Rent hereinbefore reserved or in the performance or observance of the covenants and conditions herein contained the Lessee shall have the right to require the Lessor to grant to the Lessee a further lease of the Leased Premises for the further Term specified in the Schedule.

16.2 **Notice of Exercise**

Not less than 6 months prior to the date of expiry of the then existing Term of this Lease the Lessee shall give to the Lessor notice in writing of the Lessee's intention to exercise such right, and in that respect time shall be of the essence.

16.3 **Terms of Further Lease**

Except for the amount of Rent and any option for further renewal (save as is expressly given by this Lease) such renewed term or terms shall be subject to the same covenants and conditions as are contained herein or as are necessary to make them applicable to the renewed term or terms and (subject as expressly herein provided to the contrary) the Rent Review Dates during the renewed term shall be at the same intervals as if the original Term of this Lease had been for the Term together with the renewed term (and for the avoidance of any doubt it is agreed that the Lessor's costs of and incidental to such extension shall be paid by the Lessee as provided in **Part 9**).

16.4 **Guarantee of Further Lease**

Notwithstanding anything to the contrary herein contained or implied, the Lessor (at its option, and at any time prior to granting the further lease) shall be entitled to refuse to grant to the Lessee a further lease as contemplated in **clause 16.1** unless the Lessor is satisfied that each person who (as at the date of the notice contemplated in **clause 16.2**) guarantees or otherwise assures to the Lessor the due and punctual performance and observance by the Lessee of its covenants and obligations hereunder shall guarantee or assure to the Lessor (on the same terms but with such modifications only as are necessary to make such guarantee or assurance applicable to the further lease) the due and punctual performance and observance by the Lessee of its covenants and obligations under the further lease.

17. **NOTICES**

- (a) Any notice or demand required to be given to or served or made upon the Lessee hereunder may be signed by the Lessor or by any solicitor or agent of the Lessor and shall be sufficiently given made or served if left addressed to the Lessee upon the Leased Premises or forwarded by post in a letter addressed to the Lessee at the address of the Lessee in Western Australia or Australia last known to the Lessor and any notice so sent:
 - (i) by post to the Leased Premises or to an address in the State of Western Australia shall be deemed to have been received by and served upon the Lessee on the date being two Business Days after the date of posting; and
 - (ii) by post to an address in Australia, other than the Leased Premises or to an address in the State of Western Australia, shall be deemed to have been received by and served upon the Lessee on the date being three Business Days after the date of posting.
- (b) Notwithstanding as otherwise herein contained or implied, the Lessee or the Lessor may serve any request, demand, consent or approval ("**Notice**") pursuant to this Lease on the other party by sending it by email to the recipient party at the email address of the recipient party as is last advised by the recipient party as their email address for service of notices under this Lease from time to time.
- (c) If a Notice is sent by email it is deemed to have been given or served on the recipient party (subject to **clause 17(d)(ii)**) at the date and time that the email was sent, but if the time the communication is taken to be received is not on a Business Day or is after 5.00 pm on the day the email is sent, the Notice or communication is taken to be received at 9.00 am on the next Business Day.
- (d) Each Notice or communication sent by e-mail:

- (i) must be in pdf or other format that is a scanned image of the original of the communication, including a handwritten signature, and be attached to an email that states that the attachment is a communication under this Lease; and
- (ii) is not taken to have been delivered if the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address. In this case the Notice is deemed to have been received or delivered on the date that any accompanying postal or facsimile version is received or delivered in accordance with the terms of this Lease.

18. MISCELLANEOUS PROVISIONS

18.1 Severance

If any term in this Lease is or becomes legally ineffective, under the general law or by force of legislation, the ineffective provision shall be severed from this Lease which otherwise continues to be valid and operative.

18.2 Lessee's Caveat

The Lessee covenants that neither the Lessee nor any agent or other person on behalf of the Lessee shall register this Lease under the Transfer of Land Act Western Australia (save if required by the Lessor) nor lodge any caveat against the land or any part thereof upon which the Leased Premises are situate or erected other than a caveat to protect the Lessee's interests as Lessee under this Lease which caveat shall:

- (a) forbid the registration of any person as transferee or proprietor of and of any instrument affecting the Lessee's interest unless such instrument be expressed to be subject to the claim of the Lessee (as caveator); and
- (b) be withdrawn by the Lessee at the Lessee's expense at the expiration or sooner determination of the Term or if the Term is extended or renewed then at the expiration of the extended or renewed Term,

but in the event of this Lease being registered other than as required by the Lessor, or of the Lessee lodging a caveat other than in accordance with this clause or of the Lessee failing to withdraw any caveat lodged in accordance with this clause the Lessee hereby irrevocably appoints the Lessor (and where the Lessor is a company, each and every one of the directors and other officers of the Lessor jointly and severally) the agent and attorney of the Lessee to surrender sign and withdraw the registration of any such lease or caveat the cost of which shall be borne and paid by the Lessee.

18.3 **No Representations**

The Lessee acknowledges and declares that in entering into this Lease the Lessee has not relied on any promise representation warranty or undertaking given by or on behalf of the Lessor with respect to the suitability of the Leased Premises or the finish facilities amenities or services thereof for any business to be carried on therein or otherwise and that the terms covenants conditions and provisions contained in this Lease expressly cover and comprise the whole of the agreement between the parties hereto and it is expressly agreed and declared that no further or other terms covenants conditions or provisions whether in respect of the Leased Premises or otherwise shall be deemed to be implied herein or to arise between the parties hereto by way of collateral or other agreement.

18.4 **Additions by Lessor**

The Lessor reserves the right to add to the Building and or to build additional storeys onto the Building and no such additions or additional storeys shall form part of the Leased Premises. The Lessor shall have power by its agents and workmen with all necessary materials and appliance to enter upon the Leased Premises and the Building for all purposes connected with such additions and or buildings. In pursuing such activities the Lessor shall use all reasonable endeavours to minimise as much as reasonably practicable the nuisance and irritation caused to the Lessee, but the Lessee shall not make any claim or commence any action against the Lessor in relation to the works and related activities carried out by the Lessor under this clause.

18.5 **Interest**

In the event of any payment of Rent, Outgoings or any other moneys payable by the Lessee to the Lessor hereunder not being paid on the due date such indebtedness shall bear interest at the Interest Rate computed from the date that the same shall have become due and payable and such interest shall accrue from day to day and be payable and paid on demand.

18.6 **Trust**

Where the Lessee enters into this Lease as trustee of a trust (the "Trust"), the Lessee enters into this Lease in its personal capacity and as trustee of the Trust and the Lessee:

- (a) acknowledges its personal liability for the performance and observance of the Lessee's obligations under this Lease;
- (b) shall take all steps necessary to ensure the assets of the Trust are available to rectify any default by the Lessee; and
- (c) warrants that the Lessee has the power and authority under the terms of the Trust to enter into this Lease.

18.7 Lessor Liability After Notice

Notwithstanding anything to the contrary herein contained or implied the Lessor shall not be liable for any damage or loss that the Lessee may suffer by reason of or any act or omission of the Lessor to do any act or thing to or in respect of the Leased Premises which (as between the Lessor and the Lessee) the Lessor might be legally liable to do, unless the Lessee shall have given to the Lessor notice in writing of such act or omission and the Lessor has without reasonable cause failed within a reasonable time thereafter to take proper steps to rectify such act or omission.

18.8 Bank Guarantee

If at any time the Lessor holds a bank guarantee in connection with this Lease, despite anything to the contrary contained or implied in this Lease, if the bank guarantee has an expiry date and the Lessee does not by the date that is 30 days before the expiry of that bank guarantee provide either an additional or replacement:

- (a) bank guarantee without an expiry date; or
- (b) bank guarantee with an expiry date that has been approved by the Lessor,

the Lessee is in default and the Lessor may draw against the bank guarantee and hold the balance as a security deposit.

18.9 Registration of Lease

Notwithstanding as otherwise herein contained or implied, if at any time the Lessor so requires:

- (a) the Lessee and each Covenantor promptly shall execute such documents and do such things as the Lessor reasonably requires to enable this Lease to be registered under the Transfer of Land Act Western Australia; and
- (b) this Lease shall be registered.

If this Lease is registered, only the original (and not a duplicate of this Lease) shall be lodged for registration, and promptly after the expiration or sooner termination of the Term the Lessee, at its cost, shall sign such documents and do such things as the Lessor reasonably requires to surrender this Lease.

18.10 Special Clauses

The special clauses (if any) contained in the Schedule form part of this Lease. To the extent of any inconsistency between a special clause and other provisions of this Lease, the special clause shall apply and prevail to the extent of the inconsistency.

19. STRATA TITLE PROVISIONS

19.1 If Leased Premises Strata Titled

Notwithstanding anything to the contrary herein contained or implied, if the Leased Premises currently, or at any time during the Term, is part of a registered Strata Plan pursuant to the Strata Titles Act Western Australia (in this clause the "Act"), then:

- (a) this Lease shall be subject in all respects to all easements rights reservations and powers mentioned in the Act;
- (b) the Lessee and the Lessee's permitted assigns the Lessee's employees tenants occupiers and invitees shall have the right in common with the Lessor and the registered proprietors of all the other Strata Lots comprised in the Strata Plan of which the Leased Premises form part and their respective assigns employees tenants occupiers and invitees to use the common property comprised in the Strata Plan subject to the by-laws from time to time of the Strata Title Body Corporate (the "Body Corporate") and to all rules and regulations made by the Body Corporate in relation thereto;
- (c) the Lessee duly and punctually shall pay and discharge all contributions levied by the Body Corporate and where the Leased Premises comprise only part of a Strata Lot and where such contributions are not separately assessed for the Leased Premises the amount payable shall be the Lessee's proportionate part thereof being the same proportion as the area of the Leased Premises bears to the total lettable area of the Strata Lot (as determined by the Lessor);
- (d) the Lessee shall comply with all by-laws and all rules and regulations made by the Body Corporate pursuant to its by-laws and the provisions of the Act; and
- (e) unless the context otherwise requires, words and expressions defined in the Act shall have the same meanings herein.

19.2 Subdivision

If at any time during the Term the Lessor desires to subdivide any land or buildings including the Leased Premises in accordance with the Strata Titles Act Western Australia or otherwise, then forthwith upon written request by the Lessor the Lessee shall execute and deliver to the Lessor all documents reasonably required by the Lessor to enable or assist in registration of a Strata Plan or other subdivision including, without limiting the generality thereof, a withdrawal of any caveat lodged by the Lessee and the Lessee hereby irrevocably appoints the Lessor (and, where the Lessor is a company, each director and other officer of the Lessor from time to time severally) the agent and attorney of the Lessee to execute and deliver such documents. On any such subdivision the Lessor shall ensure that the Lessee's rights to use and enjoy the Leased Premises will not be materially adversely affected.

20. CONTAMINATION

- (a) The Lessee shall not release or place, or allow any other person to release or place on or in the Leased Premises any Pollutant which may result in Contaminated Groundwater or Contaminated Soil or both on or under the Leased Premises.
- (b) If there is a breach of **clause 20(a)** and as a result there is Contaminated Soil or Contaminated Groundwater or both, the Lessee or its contractors, if required by the Lessor or the appropriate Local or Public Authority, shall treat or remove the Contaminated Soil or Contaminated Groundwater or both in the manner and to achieve the result considered acceptable by the Lessor or the appropriate Local or Public Authority.
- (c) The Lessee shall indemnify and keep indemnified the Lessor against any and all claims, demands, liabilities, losses, damages, penalties, costs or expenses which the Lessor may incur, suffer or be required to pay by reason of breach of **clause 20(a)**.
- (d) During the Term the Lessee at its cost shall promptly comply with the requirements of the Environmental Protection Act 1986 in respect of the Leased Premises including satisfying any notices or orders issued under the Environmental Protection Act.

21. PERSONAL PROPERTY SECURITIES ACT

- (a) For the purposes of this **clause 21**:
 - (i) "**PPSA**" means the Personal Property Securities Act 2009 (Cth); and
 - (ii) words and phrases used in this **clause 21** that have defined meanings in the PPSA have the same meaning as in the PPSA.
- (b) The Lessee must at its cost do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Lessor considers necessary for the purposes of:
 - (i) ensuring that any security interest of the Lessor is enforceable, perfected and otherwise effective; or
 - (ii) enabling the Lessor to apply for any registration, complete any financing statement or give any notification, in connection with the security interest;
 - (iii) enabling the Lessor to exercise rights in connection with the security interest; or
 - (iv) ensuring the Lessor's personal property is not and does not become subject to any security interest in favour of any party claiming from or through the Lessee.

- (c) The Lessor is not required to give to the Lessee any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given.
- (d) The Lessee must not:
 - (i) create any security interest or lien over any of the Lessor's personal property whatsoever;
 - (ii) sell, lease or dispose of its interest in the Lessor's personal property;
 - (iii) give possession of the Lessor's personal property to another person except where the Lessor expressly authorises it to do so; or
 - (iv) change its:
 - (A) name; or
 - (B) principal place of business; or
 - (C) place of registration or incorporation,
 without first giving the Lessor 21 days' notice of the proposed change.
- (e) The Lessee must notify the Lessor as soon as the Lessee becomes aware of any breach of **clause 21(d)**.
- (f) The obligations under this clause survive the expiry or sooner termination or determination of this Lease.

22. GUARANTEE AND INDEMNITY AND WARRANTY BY COVENANTOR

- (a) In consideration of the Lessor entering into this Lease at the request of the Covenantor as is testified by the execution by the Covenantor of this Lease the Covenantor hereby guarantees to the Lessor the due and punctual performance and observance by the Lessee of all and singular the covenants obligations and stipulations on the part of the Lessee contained or implied in this Lease including, without limitation, the due and punctual payment by the Lessee of the Rent and all other moneys payable by the Lessee hereunder.

The Covenantor also hereby agrees to indemnify and keep indemnified the Lessor from and against all losses costs expenses and damages sustained or incurred by the Lessor arising out of or in respect of any breach or default by the Lessee in duly and punctually observing and performing such covenants and obligations.

- (b) The Covenantor further agrees as follows:

- (i) this guarantee and indemnity covers the whole Term of this Lease and any other period whilst the Lessee occupies or is entitled to occupy the Leased Premises including, without limitation, all periods during which the Lessee holds any equitable interest in the Leased Premises or interest in the Leased Premises as a periodical tenant;
- (ii) this guarantee and indemnity is in favour of the Lessor and its successors and assigns being the registered proprietor or proprietors of the Leased Premises from time to time;
- (iii) this guarantee and indemnity extends to claims by the Lessor for damages for breaches of any of the covenants obligations and stipulations on the part of the Lessee contained or implied in this Lease, for breaches of any essential terms of this Lease and for repudiation of the Lease and the Lessor's reasonable legal and other expenses of seeking to enforce those obligations against the Lessee and of recovering possession and of terminating this Lease;
- (iv) this guarantee and indemnity extends to the Lessor's loss or damage in the event of the Lessee abandoning or vacating the Leased Premises and also in the event of the Lessor electing to re-enter or to terminate the Lease, including for the Lessee's repudiation of the Lease;
- (v) this guarantee and indemnity is a principal obligation and may be enforced against the Covenantor without any responsibility on the part of the Lessor to proceed against the Lessee or any other person;
- (vi) this guarantee and indemnity is irrevocable and continuing and (but without limiting the generality of the foregoing) shall not be revoked by notice or by reason of the death insolvency bankruptcy liquidation or mental incapacity of the Covenantor or of any of them or of the Lessee and the said guarantee and indemnity shall not be discharged or released or otherwise affected by the avoidance of any payment by the Lessee or the Covenantor to the Lessor or by any arrangement made between the Lessor and the Lessee or by any forbearance on the part of the Lessor whether as to payment time performance or otherwise or by any assignment of the whole or any part of the Leased Premises or of the Lessee's estate right and or interest hereunder or by any sub-lease of the whole or any part of the Leased Premises or by any variation of the Lease or by any extension to or renewal of the Term or by the termination or expiration of the Lease or the Term or any extension or renewal thereto (whether by re-entry forfeiture surrender effluxion of time or otherwise) or by the Lessee's liability under this Deed being or becoming invalid illegal or unenforceable through any act, omission or legislation or by any delay neglect omission dealing or other cause or reason whatsoever;

- (vii) in the event of the Lease being terminated by disclaimer by a trustee or liquidator of the Lessee the Covenantor agrees that upon being required by the Lessor within 90 days after the date of the disclaimer to do so the Covenantor shall enter into an agreement to lease the Leased Premises for a term commencing from the date of the disclaimer to the end of the Term at the cost of the Covenantor and on the terms and conditions of this Lease but without containing any provision for a guarantee of that agreement for lease;
- (viii) if the Lessee shall go into compulsory or voluntary liquidation or become bankrupt or shall enter into any composition arrangement with or assignment for the benefit of the Lessee's creditors or shall have appointed under any Act or instrument or by order of any Court a manager or an administrator or a trustee or a receiver or a receiver and manager or liquidator (provisional or otherwise) in relation to any part of the Lessee's undertakings or assets or property the Covenantor shall not prove or claim in any such liquidation bankruptcy composition arrangement or assignment or in respect of such appointment until the Lessor has received 100 cents in the dollar in respect of the moneys owing by the Lessee to the Lessor and the Covenantor shall hold in trust for the Lessor such proof and claim.
- (c) References in this clause to the "Lease" include the estate or interest of the Lessee in the Leased Premises from time to time whether arising in equity or by implication.
- (d) The Covenantor HEREBY WARRANTS to the Lessor that where any party other than the Lessor has executed or shall execute this Lease pursuant to any constitution (as that term is defined in the Corporations Act), trust deed, will, deed of settlement or other instrument whatsoever (in this clause the "Instrument") each such party has done or prior to executing this Lease shall do, all acts matters and things required by the Instrument or otherwise to ensure that each such party has validly executed or shall validly execute this Lease and shall be bound hereby in accordance with the terms of this Lease and the Covenantor HEREBY AGREES UNCONDITIONALLY that it shall indemnify and keep indemnified the Lessor from and against all losses costs claims expenses and damages of any nature whatsoever directly or indirectly sustained or reasonably expected to be sustained by the Lessor from or out of the breach of any of the warranties contained in this sub-clause.
- (e) The Covenantor further covenants and agrees that where two or more persons constitute the "Covenantor" the covenants obligations stipulations and warranties on the part of the Covenantor shall bind those two or more persons jointly and each of them severally.

SCHEDULE

1. THE LEASED PREMISES:

The property situated at and known as [REDACTED]
[REDACTED] being more particularly described as Lot 5 on
Diagram 36476 and being the whole of the land comprised in
Certificate of Title Volume 1890 Folio 560.

2. THE LESSEE:

UPCYCLE TYRE SERVICES PTY LTD [REDACTED]
[REDACTED]

Lessee email address for service of notices: mick@carrolleng.com.au.

3. THE COVENANTOR:

Not applicable.

4. THE TERM:

Eight years commencing on 10 February 2025.

5. THE FURTHER TERM:

Five years commencing on the eighth anniversary of the
Commencement Date.

6. INITIAL RENT:

[REDACTED] per annum (plus GST), payable calendar monthly in
advance by equal instalments of [REDACTED] (plus GST).

7. RENT REVIEWS

Rent Review Dates: Each anniversary of the Commencement Date
during the Term (including any extension or renewal thereof).

Manner in which annual Rent is to be reviewed:

(a) During the initial Term:

Rent Review Dates			Manner of Review
First	Anniversary	of	The greater of: (a) 3.5% fixed increase; and (b) CPI Review
Commencement Date			
Second	Anniversary	of	The greater of: (a) 3.5% fixed increase; and (b) CPI Review
Commencement Date			
Third	Anniversary	of	The greater of: (a) 3.5% fixed increase; and (b) CPI Review
Commencement Date			
Fourth	Anniversary	of	The greater of: (a) 3.5% fixed increase; and
Commencement Date			

			(b) CPI Review
Fifth Anniversary Commencement Date	of	The greater of:	(a) 3.5% fixed increase; and (b) CPI Review
Sixth Anniversary Commencement Date	of	The greater of:	(a) 3.5% fixed increase; and (b) CPI Review
Seventh Anniversary Commencement Date	of	The greater of:	(a) 3.5% fixed increase; and (b) CPI Review

(b) If this Lease is extended for the further Term:

Rent Review Dates			Manner of Review
Eighth Anniversary Commencement Date	of	Market Review	
Ninth Anniversary Commencement Date	of	The greater of:	(a) 3.5% fixed increase; and (b) CPI Review
Tenth Anniversary Commencement Date	of	The greater of:	(a) 3.5% fixed increase; and (b) CPI Review
Eleventh Anniversary Commencement Date	of	The greater of:	(a) 3.5% fixed increase; and (b) CPI Review
Twelfth Anniversary Commencement Date	of	The greater of:	(a) 3.5% fixed increase; and (b) CPI Review

8. USE OF THE LEASED PREMISES:

Tyre removal, fitting and installation to vehicles and shredding (but not grinding) of tyres. For the avoidance of doubt and notwithstanding as otherwise herein contained or implied, the Lessee is not permitted to crush or grind tyres at the Leased Premises without the prior written consent of the Lessor (at the lessor's absolute discretion).

9. SPECIAL CLAUSE(S):

9.1 Lessor's Legal Fees

Notwithstanding anything to the contrary herein contained or implied, the Lessee is not obliged to pay the Lessor's legal costs of negotiation, preparation, engrossment of this initial Lease document under **clause 9.1**.

9.2 Bank Guarantee

- (a) On or prior to the date of execution of this Lease, the Lessee covenants that it shall deliver to the Lessor a duly executed and (if necessary, stamped) bank guarantee, issued in favour of the Lessor by a bank licensed to carry on banking business in Australia and having a branch office in Perth, Western Australia with no expiry date and otherwise on terms reasonably

acceptable to the Lessor, for the Lessor's reasonable estimate of six months Rent and Outgoings (including GST thereon) for the time being payable under this Lease (being initially at the date of execution of this Lease the amount [REDACTED])

- (b) If the Lessee does not comply with any of its obligations under this Lease (including during any period of extension or renewal thereof, or during any period of holding over), and whether this Lease is registered or not, then the Lessor may call on the bank guarantee without notice to the Lessee.
- (c) If the Lessor calls on the bank guarantee, or if the Lessor's reasonable estimate of six months Rent and Outgoings (including GST thereon) for the time being payable under this Lease changes, then no later than 7 days after the Lessor gives the Lessee a notice asking for it, the Lessee must deliver to the Lessor a replacement or additional bank guarantee so that the amount guaranteed is the Lessor's reasonable estimate of six months Rent and Outgoings (including GST thereon) then payable under this Lease.
- (d) If the Lessee assigns this Lease with the consent of the Lessor then, subject to the assignee providing any bank or other guarantee required by the Lessor under this Lease, and if the Lessee has paid all money payable by the Lessee accrued up to and including the assignment date and performed all other obligations under this Lease arising for performance prior to the assignment date, the Lessor will release the Lessee's bank guarantee and deliver it to the Lessee.
- (e) If a Lessor ceases to be the Lessor the Lessee must forthwith upon demand replace the bank guarantee with a fresh bank guarantee in favour of the new Lessor, unless the terms and conditions of the bank guarantee extend to, are for the benefit of, and may be called upon by any successor in title of the Lessor.
- (f) Promptly after the later to occur of:
 - (i) the expiry or sooner determination of the Term; and
 - (ii) the date the Lessee has complied with all of its obligations under this Lease,

the Lessor shall return the bank guarantee to the Lessee.

9.3 **Property Condition Report**

- (a) The Lessor shall upon or as soon as reasonably practicable after the Commencement Date arrange for with the managing agent for the Lessor to prepare a condition report of the Leased Premises (both acting reasonably) describing the condition of the Leased Premises (Property Condition Report). The Property Condition Report shall contain photographs and details sufficient to establish the condition of the Leased Premises. Once produced, the Property Condition Reports shall be signed

by both parties as being the Property Condition Reports applicable for the purposes of this Lease.

- (b) Each party shall pay one half of the costs of preparing the Property Condition Report.

The Lessee shall at the expiry of the Term comply with its make good obligations under **clause 15.2** having regard to the condition of the Leased Premises as established by the Property Condition Report.

9.4 **Lessor Solar Plant and Equipment**

Notwithstanding anything to the contrary herein contained or implied:

- (a) it is agreed that the Lessor's solar panels and inverters, switchboard alterations and associated wiring in situ at the Leased Premises as at the date of execution of this Lease (the **Solar Energy System**) form part of the Leased Premises;
- (b) during the Term the Lessee may use the Solar Energy System and consume the electric power generated by the Solar Energy System for use at the Leased Premises;
- (c) notwithstanding **clause 3.4(b)**, the Lessor shall not charge the Lessee for the electric power generated by the Solar Energy System and used at the Leased Premises;
- (d) the Lessee acknowledges that the use of the Solar Energy System may require the Lessor to apply to Synergy for approval and that approval is subject to the terms and conditions set out in the Synergy application form (**Synergy Application Form**). The Lessee shall pay the Lessor's costs of and incidental to applying to Synergy for approval of the said installation and entering onto the Synergy Application Form;
- (e) the Lessee shall comply with and cause to be complied with the provisions of all statutes and regulation for the time being in force affecting the Solar Energy System and relating to the use of the Solar Energy System and the terms and conditions under the Synergy Application Form. For the avoidance of any doubt, the indemnities granted by the Lessee in this Lease extend to and include an indemnity from loss, damage or injury to property or person or person caused or contributed to by any act or omission of the Lessee or its employees, agents or contractors arising from or out of or in any way in connection with the installation of the Solar Energy System and breach or non-compliance with the terms and conditions under the Synergy Application Form, or the exercise of any rights hereby granted to the Lessee;
- (f) during the Term and as soon as is reasonably practicable upon notice from the Lessee of the need for such works, the Lessor at the Lessee's cost shall maintain the Solar Energy System in good working order and condition;

- (g) if at any time any item of the Solar Energy System cannot reasonably be repaired or otherwise put into good working order and condition, the Lessor shall not be obliged to repair or replace the Solar Energy System and the parties may negotiate (without being under any obligation to reach agreement) an alternative arrangement;
- (h) the Lessor makes no warranty or representation in respect to the Solar Energy System and the Lessee accepts same in its current condition as at the Commencement Date with all existing faults and save as otherwise provided in this special clause the Lessor has no obligation to carry out any works or improvements in or to the Solar Energy System and notwithstanding anything implied in this special clause the Lessor shall not in any circumstances be liable to the Lessee for any loss or damage suffered by the Lessee in relation to the Solar Energy System;
- (i) on the expiry or sooner termination of the Lease the Lessee shall deliver all of the Solar Energy System to the Lessor, in the Leased Premises, and in good working order and condition.

9.5 **Cranes**

Notwithstanding anything to the contrary herein contained or implied:

- (a) it is agreed that all existing overhead and gantry cranes located in situ at the Leased Premises as at the date of execution of this Lease (**Cranes**) form part of the Leased Premises;
- (b) The Lessee promptly upon direction from Lessor shall comply with its obligations under **clause 21** in respect of the Cranes so as to ensure that the Lessor's interest in the Cranes is registered under the PPSA and has priority to the interests or possible interests of all other persons in the Cranes;
- (c) during the Term the Lessee may use the Cranes;
- (d) the Lessor makes no warranty or representation in respect to the Cranes and the Lessee accepts same in their current condition as at the Commencement Date with all existing faults and save as otherwise provided in this special clause the Lessor has no obligation to carry out any works or improvements in or to the Cranes and notwithstanding anything implied in this special clause the Lessor shall not in any circumstances be liable to the Lessee for any loss or damage suffered by the Lessee in relation to the Cranes;
- (e) the Lessee acknowledges and agrees that two of the Cranes are scheduled to have their 10 year servicing to be carried out after the Commencement Date and the Lessor shall carry out the said servicing and the Lessor shall have power by its agents and workmen with all necessary materials and appliances to enter upon the Leased Premises after having given the Lessee prior written notice of its intention to do so to carry out said servicing works. In pursuing such activities the Lessor shall endeavour to

minimise the nuisance and irritation caused to the Lessee, but the Lessee shall not make any claim or commence any action against the Lessor in relation to the works and related activities carried out by the Lessor under this clause and shall not impede or obstruct the carrying out of such works;

- (f) from the Commencement Date the Lessor shall, at the Lessee's expense, obtain certification and keep the Cranes certified in accordance with all current laws and regulations of all relevant Local Authority or Public Authority to ensure the lawful and safe use of the Cranes (**Certification**) including the Lessor carrying out at the Lessee's cost any maintenance or repairs to the Cranes to keep them in good repair and safe condition during the Term and shall, upon request, provide evidence of that Certification and repairs and maintenance to the Lessee;
- (g) the Lessor and Lessee acknowledge and agree that the Lessor may maintain a sinking fund to provide for the scheduled works necessary for Certification or as contemplated by paragraph (f) of this special clause and that such funds shall be applied towards the costs of the scheduled works contemplated by this subparagraph as and when those costs are incurred by the Lessor whether during or after the Term;
- (h) the Lessee grants to the Lessor and its contractors access to the Leased Premises to inspect the Cranes and, where the Cranes require maintenance or works to meet Certification requirements or otherwise to keep them in good repair and safe condition, to carry out works to the Cranes or replacement on same;
- (i) the Lessee indemnifies and shall hold harmless the Lessor against any liability, loss, claim, damage, cost or expense the Lessor incurs arising out of the Lessee's breach of this special clause;
- (j) other than where required as a result or in consequence of the acts, omissions or negligence of the Lessee or its employees, agents or contractors, if at any time any item of the Cranes cannot reasonably be repaired or otherwise put into good working order and condition, the Lessor shall replace such item and the replacement item shall be deemed to be a Crane for the purposes of this special clause and on completion of such works:
 - (i) if the balance of the then current Term of this Lease is five years or less until expiry, then if the Lessor so requests the Lessee shall enter into a further lease of the Leased Premises for the period from the date immediately following expiry of the then current Term until the date being five years less one day from the date of the then current Term (**Extended Term**) and at the rents during the Extended Term referred to in paragraph (ii) of this special clause below (which rents shall be reviewed at the times and in the manner referred to in paragraph (ii) of this special clause below), and the other covenants and conditions of such

renewed Term shall be the same covenants and conditions as are contained herein or as are necessary to make them applicable to the Extended Term;

- (ii) if this Lease is extended for the Extended Term the annual Rent payable as at the expiry of the then existing Term shall be reviewed on the dates, and in the manners provided below:

Rent Review Date	Manner of Review
The commencement of the Extended Term	Market Review
The first anniversary of the commencement of the Extended Term	The greater of: (a) 3.5% fixed increase; and (b) CPI Review
The second anniversary of the commencement of the Extended Term	The greater of: (a) 3.5% fixed increase; and (b) CPI Review
The third anniversary of the commencement of the Extended Term	The greater of: (a) 3.5% fixed increase; and (b) CPI Review
The fourth anniversary of the commencement of the Extended Term	The greater of: (a) 3.5% fixed increase; and (b) CPI Review
The fifth anniversary of the commencement of the Extended Term	The greater of: (a) 3.5% fixed increase; and (b) CPI Review

- (iii) the Lessor promptly shall deliver to the Lessee a notice specifying the cost to the Lessor of such replacement, and the monthly amount payable by the Lessee to the Lessor to amortise such cost over the then balance of the then current Term, and thereafter during the then current Term the Lessee shall pay to the Lessor, as additional rent, the monthly amount so notified; and
- (iv) if for any reason (other than default by the Lessor) this Lease comes to an end prior to the expiry of the then current Term, on the date this Lease comes to an end the Lessee shall pay to the Lessor the amount calculated in accordance with the formula:

$$MA \times M,$$

where

- (A) **MA** means the monthly amount so notified by the Lessor as contemplated under; and
- (B) **M** means the number of months from the date this Lease comes to an end, until the due date for expiry of the then current Term; and

- (k) on the expiry or sooner termination of the Lease the Lessee at its cost shall deliver all of the Cranes to the Lessor, in the Leased Premises, and in good working order and condition.

9.6 Rent Free Period

Notwithstanding anything to the contrary herein contained or implied, the Lessee shall not be obliged to pay Rent for the period 10 February 2025 – 16 February 2025 (both dates inclusive). Nothing herein contained or implied relieves the Lessee from its obligation to pay monies other than Rent in respect of such period. If the initial Term is extended or renewed, this special clause shall not apply to any lease for an extended or renewed period.

EXECUTED AS A DEED this 3rd day of February 2025

EXECUTED by MDD GROUP PTY)
LTD (ACN 159 386 660) in)
accordance with Section 127 of the)
Corporations Act)

[Redacted Signature]

Executed by DAVENPORT)
INVESTMENTS AUSTRALIA PTY)
LTD (ACN 100 044 460) in)
accordance with Section 127 of the)
Corporations Act)

[Redacted Signature]

Signature of Director

[Redacted Signature]

Signature of Director/Secretary

[Redacted Name]

Print name of Director

Print name of Director/Secretary

Executed by UPCYCLE TYRE)
SERVICES PTY LTD (ACN 677 561)
376) in accordance with Section)
127 of the Corporations Act)

[Redacted Signature]

Signature of Director

[Redacted Signature]

Signature of Director/Secretary

[Redacted Name]

Print name of Director

Print name of Director/Secretary

ATTACHMENT 1B
ASIC company extract



ASIC

Australian Securities & Investments Commission

Current Company Extract

Name: UPCYCLE TYRE SERVICES PTY LTD

ACN: 677 561 376

Date/Time: 24 September 2025 AEST 11:41:33 AM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
Current Organisation Details	
Name: UPCYCLE TYRE SERVICES PTY LTD	6ECEY7775
ACN: 677 561 376	
ABN: 40677561376	
Registered in: Western Australia	
Registration date: 22/05/2024	
Next review date: 22/05/2026	
Name start date: 22/05/2024	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: [REDACTED]	6EJKT5026
Start date: 06/06/2025	
Principal Place Of Business address: [REDACTED]	6EJGT9433
Start date: 11/04/2025	

Contact Address
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.
Current
Address: [REDACTED]
Start date: 30/05/2025

Officeholders and Other Roles	Document Number
Director	
Name: [REDACTED]	6ECEY7775
Address: [REDACTED]	
Born: [REDACTED]	
Appointment date: 22/05/2024	
Name: [REDACTED]	6ECEY7775
Address: [REDACTED]	
Born: [REDACTED]	
Appointment date: 22/05/2024	
Secretary	
Name: [REDACTED]	6ECEY7775
Address: [REDACTED]	
Born: [REDACTED]	
Appointment date: 22/05/2024	

Share Information**Share Structure**

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY				6EJIZ8758

Members

Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Name: CARROLL ENGINEERING SERVICES PTY LTD
ACN: 608 645 763
Address: Unit 3, 9 Christensen Road S, STAPYLTON QLD 4207

Class	Number held	Beneficially held	Paid	Document number
ORD	49	yes		6EEFQ0484

Name: TOC(AUS) PTY LTD
ACN: 685 122 909
Address:

Class	Number held	Beneficially held	Paid	Document number
ORD	51	no		6EJIZ8758

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number

07/05/2025		08/05/2025	2	22/04/2025	6EJGT9433
20/05/2025		20/05/2025	3	23/04/2025	6EJIZ8758
30/05/2025		30/05/2025	2	30/05/2025	6EJKT5026

End of Extract of 3 Pages

ATTACHMENT 2

Premises map



SITE

62 BURLINGTON STREET
NAVAL BASE, WA 6165

COORDINATES

32°12'02.5" S 115°47'15.7" E

PROPERTY DESCRIPTION
LOT 5 LEE STREET, NAV

DESIGN	
DRAWN	OUR
ENGINEER	
APPROVED	

DO NOT SCALE

THIRD ANGLE PROJECTION



ARROLL ENGINEERING SERVICES PTY LTD
210 CUMBERLAND ROAD, SOUTH STAFFORD, CV10 3DT

WA CRUMBING PLANT

SHEET SIZE	SCALE	DRAWING NUMBER	REV	SHEET
A2	1:500	800105	A	1 / 7

ATTACHMENT 3A

Environmental commissioning plan – fire system

Service Report R-11485

Property:

Client:

Task:

Performing Technician:

T-18402

Authorisation ref:

W14446916

Performed Date:

23rd July 2025

Scope of Works

Emergency Escape Lighting & Exit Signs (AS 2293-2019: Section 2): Annual (1)

Fire Hose Reels (AS 1851:2012 Section 9): Annual (4)

Fire Hydrant: Systems (AS 1851:2012 Section 4): Annual (Valves Inspection) (1)

0 Critical Defects

A defect that renders a system inoperative.

1 Non-critical Defects

A system impairment not likely to critically affect the operation of the system.

0 Non-conformances

Missing information or incorrect feature that does not affect the system operation.

1 Recommendations

A modification suggested to improve the system performance.

2 Informational Notes

Detailed advice or general comment.

Servicing Summary

Service	Asset	Quantity
Emergency Escape Lighting & Exit Signs (AS 2293-2019: Section 2): Annual	Emergency Escape Lighting: Exit Sign	5
Emergency Escape Lighting & Exit Signs (AS 2293-2019: Section 2): Annual	Emergency Escape Lighting: Light	4
Fire Hose Reels (AS 1851:2012 Section 9): Annual	Fire Hose Reel	3

Service	Asset	Quantity
Fire Hydrant: Systems (AS 1851:2012 Section 4): Annual (Valves Inspection)	Fire Hydrant System: Booster & Landing Valve	2

Maintenance

Emergency Escape Lighting & Exit Signs (AS 2293-2019: Section 2): Annual

AS/NZS 2293.2:2019 - Emergency escape lighting and exit signs for buildings

Asset	Status
009 - Exit Sign East Warehouse, north wall exit door	PASS  Click photos to enlarge
007 - Exit Sign East Warehouse, east wall, middle exit door	PASS  Click photos to enlarge
Recommendation ID: 37863 ↗ Added: 23rd Jul 2025 8:43AM Last Verified: 23rd Jul 2025 8:43AM Description: Emergency exit sign tubular fluorescent lamp has excessive end blackening. Resolution:  Click photos to enlarge	
005 - Exit Sign East Warehouse, south wall exit door	PASS  Click photos to enlarge
002 - Exit Sign West Warehouse, adj toilets	PASS  Click photos to enlarge

Asset		Status
001 - Exit Sign	West Warehouse, south exit door	PASS  Click photos to enlarge
008 - Box Floodlight	East Warehouse, east wall, north east	PASS  Click photos to enlarge
006 - Box Floodlight	East Warehouse, east wall, south east	PASS  Click photos to enlarge
004 - Box Floodlight	West Warehouse, west wall, north west	PASS  Click photos to enlarge
003 - Box Floodlight	West Warehouse, west wall, south west	PASS  Click photos to enlarge

Fire Hose Reels (AS 1851:2012 Section 9): Annual

AS1851-2012 (a1) - Routine service of fire protection systems and equipment

Asset		Status
005 - Fire Hose Reel: 36m x 19mm	Warehouse, east wall, middle	PASS
004 - Fire Hose Reel: 36m x 19mm	Warehouse, west wall, middle	FAIL

Asset	Status
Non-critical defect ID: 37861 🔗	Added: 23rd Jul 2025 8:32AM Last Verified: 23rd Jul 2025 8:33AM
Description: Nozzle is not retained in the interlock. Resolution: Quote: SUBMITTED 🔗	
 Click photos to enlarge	

001 - Fire Hose Reel: 36m x 19mm

Adj main admin building

PASS

Fire Hydrant: Systems (AS 1851:2012 Section 4): Annual (Valves Inspection)

AS1851-2012 (a1) - Routine service of fire protection systems and equipment

Asset	Status
003 - Above Ground Hydrant Valve	PASS
003 - Above Ground Hydrant Valve	Adj main admin building, fence line
Informational ID: 37865 🔗	Added: 23rd Jul 2025 9:01AM Last Verified: 23rd Jul 2025 9:02AM
Description: No evidence of 5 yearly service Resolution: Please advise if you would like a quote	
 Click photos to enlarge	

002 - Above Ground Hydrant Valve

Adj main admin building, fence line

PASS

Informational ID: 37864 🔗	Added: 23rd Jul 2025 9AM Last Verified: 23rd Jul 2025 9:01AM
Description: No evidence of 5 yearly service Resolution: Please advise if you would like a quote	
 Click photos to enlarge	

Signoff

Maintenance has been carried out in accordance with current regulations.



Company Accreditations:

Plumbing Licence Number : 7513

Gas Licence : 12739

Backflow Registration: 1790

Electrical Licence Number: 010138

Banhams WA

16 Coolibah Drive, Greenwood

ABN: 74 155 619 355

Property:

Client:

Task:

Issued by:

T-18403

Authorisation ref:

W14446916

10th July 2025

Performed Date:

10th July 2025

Scope of Works

Feed Hydrant Flow Test: Annual (Custom) (1)

Servicing Summary

Service	Asset	Quantity
Feed Hydrant Flow Test: Annual (Custom)	Feed Hydrant Flow Test	1

Maintenance

Feed Hydrant Flow Test: Annual (Custom)

FireMate Custom Standard

Asset	Status
-------	--------

001 - Fire Hydrant - Feed

PASS

(CustomFlowTest) Hydrant Flow Test

Conduct a water supply proving test

P

Fully Open:

40 Litrs/Sec:

35 Litrs/Sec:

Asset	Status
30 Litrs/Sec:	-
25 Litrs/Sec:	-
20 Litrs/Sec:	263kpa
15 Litrs/Sec:	379kpa
10 Litrs/Sec:	506kpa
5 Litrs/Sec:	567kpa
STATIC:	601kpa
Tool Used:	#3
Time of Test:	12pm
Number of Hydrants Flowing Simultaneously:	1
Unassisted Feed:	Yes

Statement:

I certify that the maintenance/testing was carried out by an appropriately qualified person and in compliance with AS 1851- 2012 or relevant state legislation. Please see additional flow testing document attached (if applicable).

Technician	Accreditations	Signature
		

Flow and Pressure Testing where Applicable.

The results shown below were obtained by measuring the performance of the Water Authority Towns Main residual flow and pressure at the test location marked on the supplied Drawing

Our methodology and testing approach meets the minimum requirements set out in the DTS (Deemed to Satisfy) provisions of the Building Code of Australia (BCA) 2016 (Vol. 1) Part E 1,3 and/or Australian Standards 2419.1-2005 whichever is applicable.

Please also Note: The test results shown for the time and date on which the tests were performed only.

No guarantees can be made or any type of warranty provided that the same results can be achieved in any future, or additional tests.

Other factors to consider are outlined below;

Time of day/week/year of water test

Increased demand on infrastructure

Age/maintenance of infrastructure

Infrastructure modifications

Local demand variations and water corporation pressure management programmes and maintenance The Performance Standards for Water Corporation are set out in Schedule 2, Sections 1.1 and 1.2 (<http://www.erawa.com.au/water>) for the Perth Metropolitan area being - minimum 15m head static (147kPa) @ 20L/minute flow

Please Note:

Building Owners/Occupiers are responsible for ensuring their buildings continuously meet fire safety standards. Where a building owner/occupier becomes aware that their building does not meet the minimum requirements for water pressure required by any standard applicable under the Code of Australia, Australian Standards or the Firefighting System Plan supplied for which this test has been based should contact the Department of Fire Services or the Authority Having Jurisdiction.

Banhams WA-take no responsibility for the system design in relation to this installation

Banhams WA-have provided the information in this report to the best of our knowledge given the information provided by the client or the information made available. The tests are conducted to determine the satisfactory hydraulic performance only in accordance with section 12.4 of AS 2419.1 2017. This does not constitute acknowledgement of the system/s compliance with codes, standards or regulations that may be applicable to this facility.

Subsequent comments and/or recommendations are provided in line with the Deemed to Satisfy (DTS) Provisions of the Building Code of Australia (BCA2019) (Vol 1) Part E1.3 and design objectives (performance requirements) set out under Australian Standard 2419.1 and Australian Standard 1851 2012.

Please Note:

The residual flow and pressure test figures, highlighted in section one of this report shall be used as a guide for design purposes only. Fluctuations in Water Corporation supply mains will occur at differing times of the day depending on the demand. It should also be noted that the Water Corporation will only guarantee 150 kPa residual flow pressure to any premises (metropolitan and various country areas) and therefore test results displayed in (section one) cannot be “guaranteed” in the future due to increased demand and infrastructure modifications.

Please Note:

The buildings hydraulic firefighting system should be capable in maintaining the required residual flow and pressure, as defined under the Building Code BCA Part E1.3 and Australian Standard 2419.1.

ATTACHMENT 5

Other approvals and stakeholder engagement

[REDACTED]

From: [REDACTED]
Sent: Tuesday, 8 July 2025 8:42 AM
To: [REDACTED]
Cc: DO Critical Infrastructure; [REDACTED]
Subject: RE: Fire water retention calculation - tyre processing facility

Good morning, [REDACTED],

I have been asked to review your email with reference to the calculation of bund volume as per DFES Guidance Note GN02. Upon my review, I can advise the total retainment capacity of the contaminated fire water can be reduced to a figure less than the presented calculation of 864Kl. The reduction of containment capacity can be implemented if the following site conditions/operations are implemented. These are as follows:

1. The site's storage management practices of the product being processed are in accordance with the requirements DFES GN02, e.g. process separation, stack heights, volume, aisle separation distance, emergency vehicle access etc. Result - The fire-fighting water supply water will be reduced to 1 x site hydraulic calculation of 30 l/s @4h = Total static water storage capacity required 432Kl (Product processing and or Tyre Storage).
2. The above static water storage capacity can be reduced further by the provision of contaminated water recovery facility, allowing for removal of contaminated water during a fire incident. This capability is to have the following performance criteria:
 - a. Be accessed by a recovery agent without being exposed to the fire ground (Process Bldg, Tyre Storage area)
 - b. A Site Hazard Management plan to be implemented ensuring suitable resources for recovery are available 24/7.
 - c. Dependant on the planned resource recovery capability = (Recovery capacity + Recovery Operation Time + Disposal/4hrs) the capacity of the holding bund/dam can be reduced accordingly).
 - d. A suitable maintenance plan should be included for this facility for all facets of the recovery operation ensuring 24/7 compliant containment inclusive of post fire decontamination procedures .

If you would like to discuss your proposed site fire water management plan with DFES Staff your welcomed to book a meeting to discuss your fire water containment plan by completing a meeting request via the following Htpps address, <https://forms.digital.wa.gov.au/240388557563871> .

For your consideration.

Regards

[REDACTED]
Senior Building Fire Systems Officer - Built Environment Branch
Legal, Policy and Compliance | Strategy and Emergency Management Command
Department of Fire and Emergency Services | Level 3, 1 Preston Street COMO WA 6152
PO Box 6952, Como W.A 6152

P: 9482 [REDACTED] | M: [REDACTED] E: [REDACTED]@dfes.wa.gov.au



FOR A SAFER STATE

This email is intended for the named recipient only. The information contained within this email may be confidential or commercially sensitive. If you are not the intended recipient you must not reproduce or distribute any part of this email, disclose its contents to any other

From: [REDACTED]
Sent: Monday, 23 June 2025 21:49 PM
To: DFES <DFES@dfes.wa.gov.au>
Subject: Fire water retention calculation - tyre processing facility

You don't often get email from [REDACTED] [Learn why this is important](#)

CAUTION: This email originated from outside of DFES. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good morning DFES Team,

RE: CALCULATION OF BUND VOLUME – DFES GUIDANCE NOTE GN02

I am assisting a company to prepare a works approval application to enter into tyre fitting and processing. The scope is:

1. Receive old tyres on rims
2. Replace the tyres
3. Shred the old tyres
4. Cut oversize tyres with shears then shred the segments

So this is a pretty basic, primary breaking down of tyres inclusive of a tyre fitting business.

There is a combination of internal, non-sprinklered work (tyre fitting and shredding) and external work (shears cutting large tyres) both of which are <5000m² and whilst the final area calculation is not yet complete, it looks like the internal area is about 2000m² and the external is also in the order of 2000m².

The guidance note GN02 provides the following guidance in relation to Table 1, p16:

Non-sprinklered, internal, <5000m ² work area requires 3 hydrant outlets @ 10L/s for 4h = 10*60*60*4*3	=
432kL	
External open yard, <5000m ² work area requires same three hydrants @ 10L/s for 4h = 10*60*60*4*3	=
432kL	
TOTAL BUND CAPACITY TO RETAIN FIREWATER	=
864kL	

This is excessive compared to similar facilities which have DWER-licensed bund requirements of 162kL.

The two work areas could potentially share bund capacity as they are adjoining each other.

DFES Guidance Note GN02, s11.3, requests for bund capacity to be determined in conjunction with DFES. Therefore, this email is to request guidance on how to determine the necessary bund volume given the calculation appears to generate an unviable bund volume which is inconsistent with the bund volume indicated on other current DWER licences.

With thanks,



M +61 (0) [REDACTED]
W www.cygnetech.com.au

ATTACHMENT 6A

Emissions and discharges – Noise report

Project: **BURLINGTON STREET TYRE FACILITY**

Prepared for: **Uncycle Tyre Services Pty Ltd**



Attention:



Report No.: **Rp 001 20250356**

Disclaimer

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The advice given herein is for acoustic purposes only. Relevant authorities and experts should be consulted with regard to compliance with regulations or requirements governing areas other than acoustics.

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Document Control

Status:	Rev:	Comments	Date:	Author:	Reviewer:
Issued	-	-	20 May 2025		

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APPENDIX A GLOSSARY OF TERMINOLOGY

APPENDIX B PLANNING MAP

APPENDIX C FLOOR PLAN

1.0 INTRODUCTION

Upcycle Tyre Services Pty Ltd has engaged Marshall Day Acoustics Pty Ltd (MDA) to provide an acoustic assessment for a proposed tyre recycling facility as part of a licence application. The facility is to be located at 62 Burlington Street, Naval Base WA and will comprise a tyre shedding plant and tyre fitting facility.

An assessment of noise emissions has been undertaken to review compliance with the Environmental Protection (Noise) Regulations 1997 (the Regulations).

2.0 SITE DESCRIPTION

The site is located at 62 Burlington Street, Naval Base WA, within the Kwinana Industrial Area. The primary noise source has been identified as the tyre shedding plant which is proposed to be added to current tyre fitting facilities. A floor plan of the facility is included in Appendix C.

2.1 Nearest Receivers

The site is shown in Figure 1 below in red with nearest receivers to the west (60 Burlington Street), north-west (59 Burlington Street) and north-east (63 Burlington Street) marked in blue. A fourth point receiver is identified at the nearest point to the facility east of Lee Road, which lies outside of the Kwinana Industrial Area and is assessed under different criteria, as detailed in Section 3.1.

Figure 1: Site and surrounds (image from Metromap)



2.2 Proposed operations

2.2.1 Tyre fitting

The tyre recycling facility comprises an existing tyre fitting facility currently in operation and a proposed tyre shredding plant, and will operate between 0600 and 1800 on weekdays. Relevant noise generating activities from the tyre fitting facility are diesel-powered machinery to handle tyres and an air compressor for inflation. All activities related to tyre fitting are contained within the shed section closest to Lee Road.

2.2.2 Tyre shredding

Relevant noise generating activities from the tyre shredding plant are shearing carried out by an excavator operating outdoors and shredding carried out by a shredding plant in the western shed section.

Regular truck deliveries for delivery and collection of tyres and recycled materials will occur within the hours of operation, with up to 4 truck movements in and out of the facility expected on a busy day.

An assessment of these activities is detailed in Section 4.1.

3.0 ASSESSMENT CRITERIA

3.1 Environmental Protection (Noise) Regulations 1997

External noise emission from plant equipment and other noise sources is governed by the *Western Australia Environmental Protection (Noise) Regulations 1997* (the Noise Regulations). The Noise Regulations are a “prescribed standard” under the *Environmental Protection Act 1986*.

The assessment of noise emission under the Noise Regulations is based on external noise level limits that apply at a receiver position. The calculation of the noise level limits takes into account the local road network, the land use in the surrounding area and the time of day. These noise level limits are known as ‘assigned noise levels’.

The noise emissions are assessed over an assessment period which can be between fifteen minutes and four hours. The assessment period must be appropriate for the assessment of the emission and depends on the type and character of the noise source(s).

The assigned noise levels are defined in terms of statistical A-weighted and Slow-weighted sound pressure levels and are:

- L_{A10} , this is the noise level not to be exceeded for more than 10% of the assessment period
- L_{A1} , this is the noise level not to be exceeded for more than 1% of the assessment period
- L_{Amax} , this is the noise level not to be exceeded at any time.

In determining the assigned noise levels applicable to the development, reference has been made to town planning scheme maps available from the following source:

- City of Kwinana Town Planning Scheme No. 2 Map 1 (accessed 06/05/2025)
- City of Kwinana Town Planning Scheme No. 2 Map 2 (accessed 06/05/2025)

The relevant sections of the town planning scheme maps are shown in Appendix B.

3.1.1 Assigned Noise Levels

The assigned noise levels applicable to the nearest representative sensitive receiver described in Section 2.1 are presented in Table 1.

Table 1: Summary of Assigned Noise Levels – 62 Burlington Street

Type of Premises Receiving Noise	Time of Day	Assigned Noise Level (dB)		
		L _{A10}	L _{A1}	L _{Amax}
Industrial and utility premises in the Kwinana Industrial Area	All hours	75	85	90
Industrial and utility premises other than those in the Kwinana Industrial Area	All hours	65	80	90

For the three nearest receivers on Burlington Street within the Kwinana Industrial Area, the applicable assigned level for assessment purposes is **L_{A10} 75 dB**.

At the nearest point east of Lee Road, the applicable assigned level for assessment purposes is **L_{A10} 65 dB**.

In addition, the assessable noise levels incur a penalty if annoying characteristics are present in the sound. These characteristics are tonality, modulation and impulsiveness, with corresponding penalties presented in Table 2. They are cumulative to a maximum of 15 dB.

Table 2: Adjustments for annoying characteristics

Where tonality is present	Where modulation is present	Where impulsiveness is present
+5 dB	+5 dB	+10 dB

4.0 NOISE ASSESSMENT

4.1 Noise sources

Noise sources are listed in Table 3. The source levels used for the assessment were based on measurements obtained by MDA at other similar facilities.

A typical worst-case scenario has been modelled based on the assumptions outlined.

Table 3: Noise levels and assumptions for noise generating activities

Noise generating activity	Source level	Comments
Indoor shredding and fitting operation	96 dB L _{p,rev}	Indoor noise generating activities include the tyre shredding plant, diesel machinery for tyre handling and an air compressor for inflating tyres. The tyre shredding plant is the dominant noise source within these operations and is expected to be the most significant noise source on site given that it will operate regularly throughout the day. Detailed modelling of this source has been undertaken, assuming the shredder operates continuously for a given assessment period.
Outdoor tyre shearing powered by excavator	104 dB L _{WA}	This equipment is used for cutting tyres. The primary noise source is the excavator, which has been modelled assuming constant operation for a given assessment period.
Outdoor truck deliveries	106 dB L _{WA}	Up to 8 truck movements per day (4 in, 4 out). Based on indicative noise levels and the site being located in the Kwinana Industrial Area, vehicle noise is not expected to contribute significantly to overall noise levels. Modelling indicatively assumes 1 truck movement within an assessment period.

4.2 Noise modelling

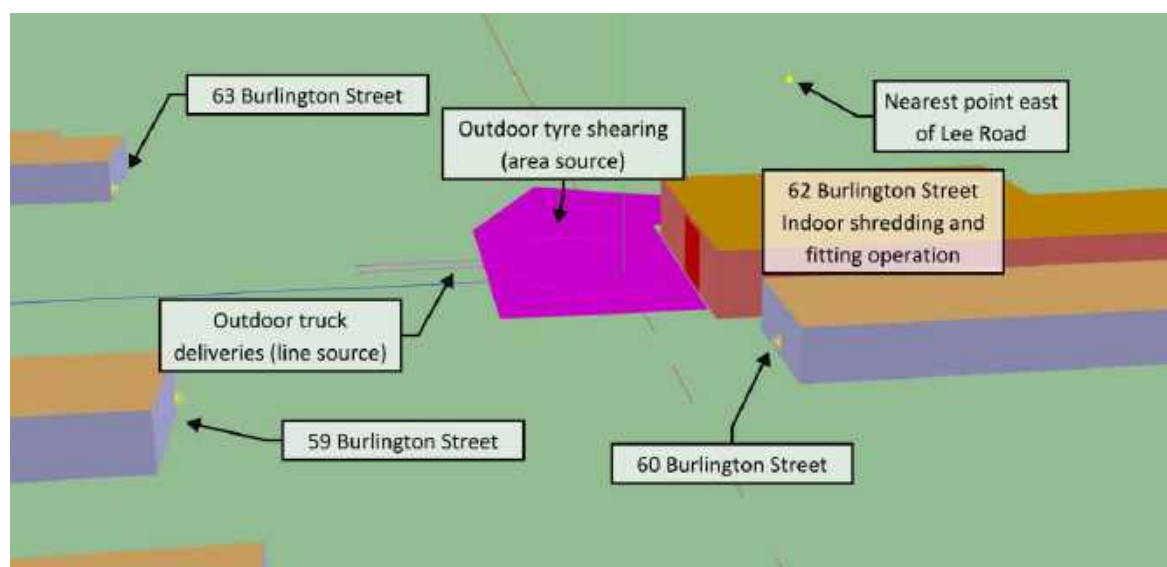
Noise levels at the four identified closest receivers are predicted using a 3D digital model of the noise generating activities detailed in Section 4.1 in SoundPLANnoise 9.1 proprietary software, using International Standard ISO 9613-2: 1996 *Acoustics – Attenuation of sound during propagation outdoors – Part 2: General method of calculation* (ISO 9613-2:1996).

The main building is modelled with all sliding doors (shown in Appendix C) open and the main sliding door of the western shed section partially open to a width of 10 m.

Point receivers are modelled attached to the facades of the relevant receiver buildings at identified closest positions where their respective operations are expected to take place. The ground was modelled to be non-absorptive ($G=0$) throughout.

A 3D graphical representation of the model is shown in Figure 2 with sources and receivers indicated.

Figure 2: Graphical representation of the noise model



5.0 ASSESSMENT RESULTS

Table 4 presents the assessable noise levels at the nearest identified receivers.

Table 4: Assessable noise levels and compliance at identified receivers (dB L_{A10})

Receiver	Assessable Noise Level	Assigned Level	Exceedance
60 Burlington Street	69	75	No
59 Burlington Street	68	75	No
63 Burlington Street	66	75	No
Nearest point east of Lee Road	66	65	Yes

The results show that assessable noise levels comply with assigned levels based on Environmental Protection (Noise) Regulations 1997 at 59, 60 and 63 Burlington Street. However, a marginal exceedance (1 dB) is shown to the nearest point east of Lee Road, which is primarily due to the open sliding doors to the south of the tyre facility building.

The exceedance is considered marginal, particularly noting that there are several conservative assumptions made in the modelling. It is also noted that development on the receiver site does not

indicate being built to the boundary edge and that existing walls are not factored into this assessment. However, annoying character adjustments would also affect compliance if present.

Analysis of the sources indicates that a tonality adjustment may apply, therefore a margin of at least 5 dB should be targeted.

An additional operating scenario was modelled with assumptions per above but with the two sliding doors at the southern end of the facility closed. Results for this scenario are provided in Table 5.

Table 5: Assessable noise levels and compliance of nearest point east of Lee Road with south sliding doors closed (dB L_{A10})

Receiver	Assessable Noise Level	Assigned Level	Exceedance
60 Burlington Street	69	75	No
59 Burlington Street	68	75	No
63 Burlington Street	66	75	No
Nearest point east of Lee Road	60	65	No

Under this scenario, compliance is demonstrated at all receivers by a margin of at least 5 dB.

While it is not expected that the sliding doors to the south will need to remain closed at all times, it is recommended they are closed whenever possible when the tyre shredder is operating.

General recommendations for noise management are provided below.

6.0 RECOMMENDATIONS FOR NOISE MANAGEMENT

The following procedures are recommended for general good practice noise management:

- The southern doors should remain closed when the tyre shredder is operating. If this is not practicable then some internal attenuation measures should be investigated.
- Vehicles on site such as trucks and mobile plant (e.g. excavators) should be fitted with broadband reversing alarms rather than tonal beepers.
- Any new equipment selections should favour the quietest reasonably available.
- Machinery and works on site should be undertaken in the quietest reasonably practicable manner, including minimising impact noise generation.
- Regular identification of noisy activities and adoption of improvement techniques.

7.0 CONCLUSION

Upcycle Tyre Services Pty Ltd has engaged Marshall Day Acoustics Pty Ltd (MDA) to provide an acoustic assessment for a proposed tyre recycling facility as part of a license application. A noise modelling assessment was undertaken to review compliance with the Environmental Protection (Noise) Regulations 1997, which demonstrates the assigned levels can be achieved with only moderate noise management procedures in place.

While it is outside the scope of this planning assessment, it is noted that the noise levels expected on site are high; occupational health and safety will need to be considered by the operator and staff. It is expected that hearing protection will be necessary in many areas of the facility.

APPENDIX A GLOSSARY OF TERMINOLOGY

dB	Decibel The unit of sound level. Expressed as a logarithmic ratio of sound pressure P relative to a reference pressure of $P_r=20 \mu\text{Pa}$ i.e. $\text{dB} = 20 \times \log(P/P_r)$
dB(A)	The unit of sound level which has its frequency characteristics modified by a filter (A-weighted) so as to more closely approximate the frequency bias of the human ear.
A-weighting	A set of frequency-dependent sound level adjustments that are used to better represent how humans hear sounds. Humans are less sensitive to low and very high frequency sounds. Sound levels using an "A" frequency weighting are expressed as dB L_A . Alternative ways of expressing A-weighted decibels are dBA or dB(A).
$L_{A1(t)}$	The A-weighted noise level which is equalled or exceeded for 1% of the measurement period. This is sometimes referred to as the typical maximum noise level. The suffix "t" represents the time period to which the noise level relates, e.g. (8 h) would represent a period of 8 hours, (15 min) would represent a period of 15 minutes and (2200-0700) would represent a measurement time between 10 pm and 7 am.
$L_{A10(t)}$	The A-weighted noise level equalled or exceeded for 10% of the measurement period. This is commonly referred to as the average maximum noise level. The suffix "t" represents the time period to which the noise level relates, e.g. (8 h) would represent a period of 8 hours, (15 min) would represent a period of 15 minutes and (2200-0700) would represent a measurement time between 10 pm and 7 am.
$L_{A\text{max}}$	The A-weighted maximum noise level. The highest noise level which occurs during the measurement period.
L_p	Sound pressure level. The sound level measured at distance from a source. Distinctly different from sound power level (L_w)
$L_{p,\text{rev}}$	Reverberant sound pressure level. The sound level measured in a reverberant sound field.
L_w	Sound Power Level. The calculated level of total sound power radiated by a sound source. Usually A-weighted i.e. L_{WA} .

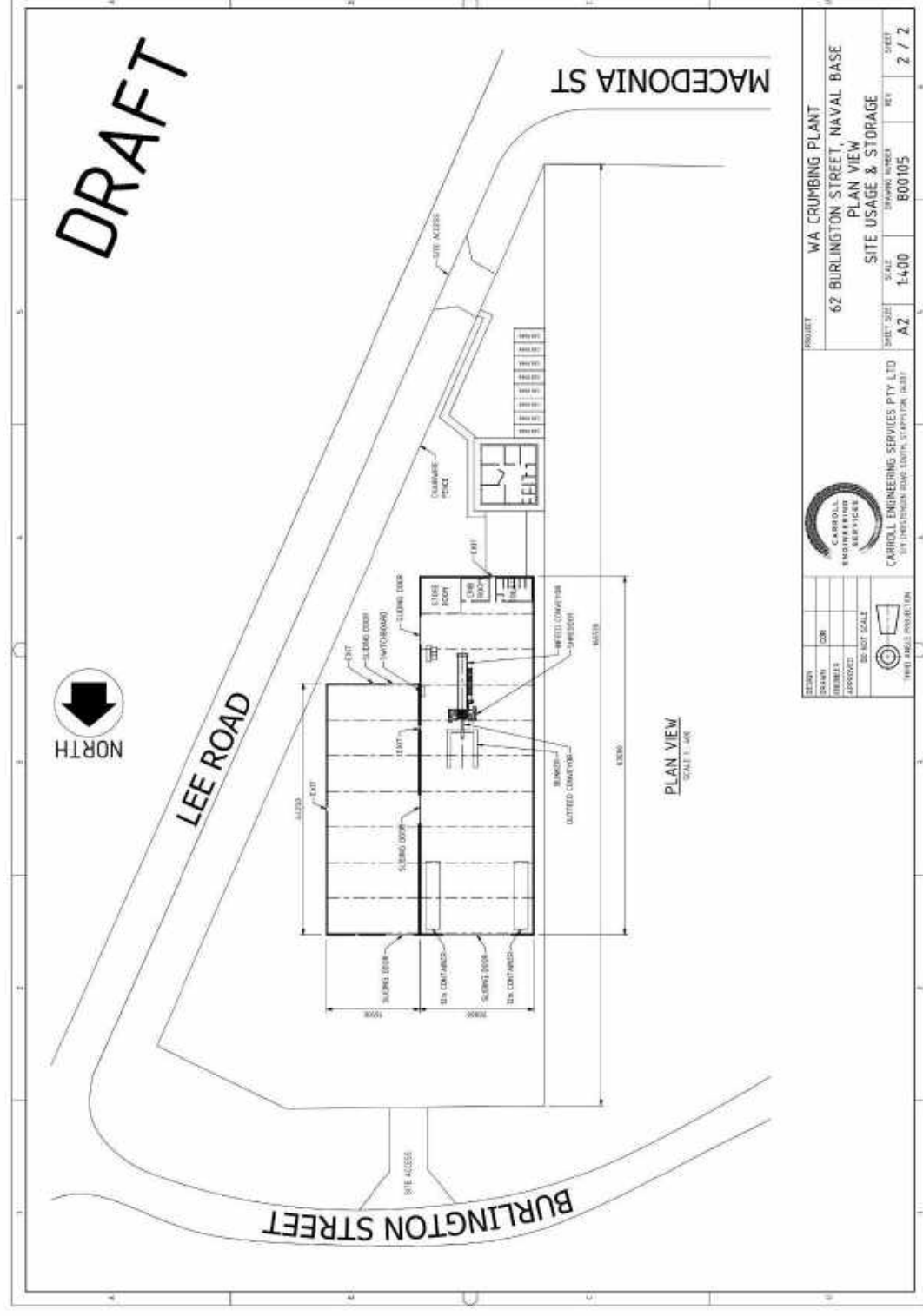
APPENDIX B PLANNING MAP

Figure 3: Extract from City of Kwinana Town Planning Scheme No. 2 Map 1



APPENDIX C FLOOR PLAN

Figure 4: Floor plan of 62 Burlington Street facility with shredding plant indicated



ATTACHMENT 8A

Tyre Stewardship Australia accreditation certificate



Tyre Stewardship Australia
Accredited
2025

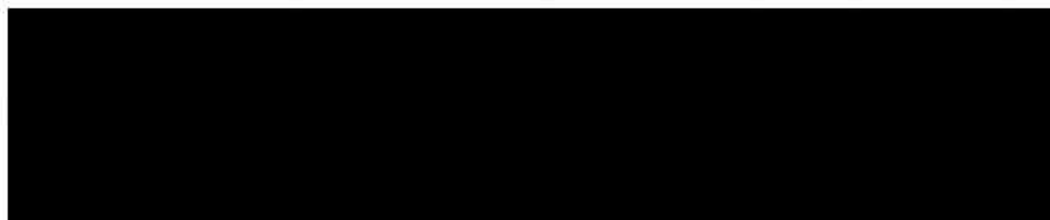
This certificate certifies that

Carroll Engineering Services Pty Ltd

is a valued and accredited participant of the
Australian Tyre Product Stewardship Scheme.

**Thank you for managing
used tyres responsibly**

Accreditation No. 20200102



Chair, Tyre Stewardship Australia

CEO, Tyre Stewardship Australia



ATTACHMENT 8B

Site layout plans



CARROLL ENGINEERING SERVICES PTY LTD

PROJECT
WA CRUMMING PLANT
62 BURLINGTON STREET, NAVAL BASE
SITE LAYOUT
PLANT ROOM

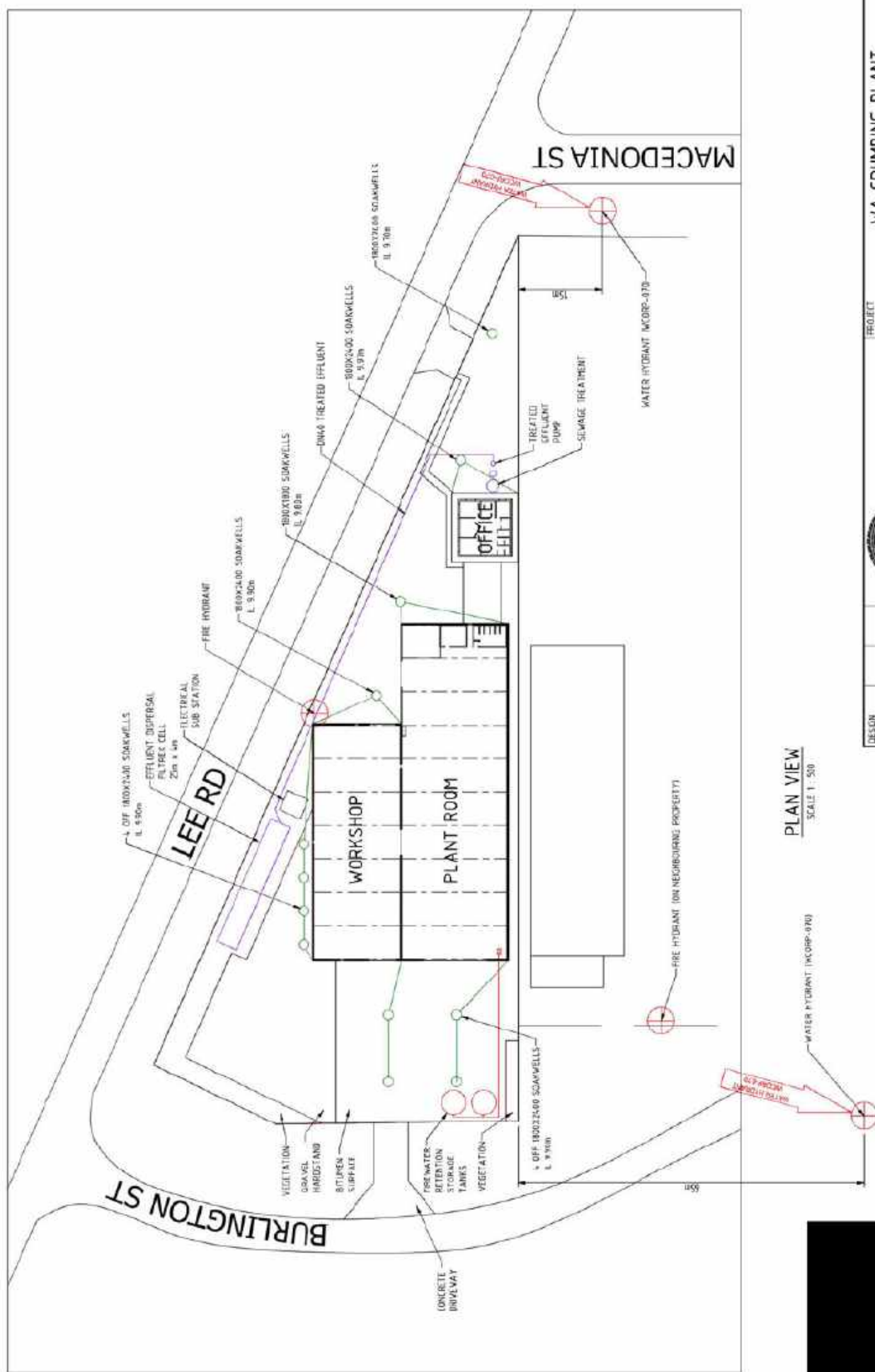
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A2	1:250	800105	A	3 / 7

ATTACHMENT 8C

Traffic management plan

ATTACHMENT 8D

Water management plan



THIS DRAWING HAS BEEN PREPARED FROM AERIAL PHOTOGRAPHS, MAPS AND SCANNER DRAWINGS FROM VARIOUS SOURCES. IT IS AN INDICATIVE REPRESENTATION OF THE EXISTING SITE LAYOUT. SMALL DIMENSIONS, LEVELS AND POSITIONS MUST BE VERIFIED ON SITE PRIOR TO ANY CONSTRUCTION, MODIFICATION OR INSTALLATION.

DESIGN	DATE
DRAWN	BY
CHECKED	BY
APPROVED	BY

DO NOT SCALE

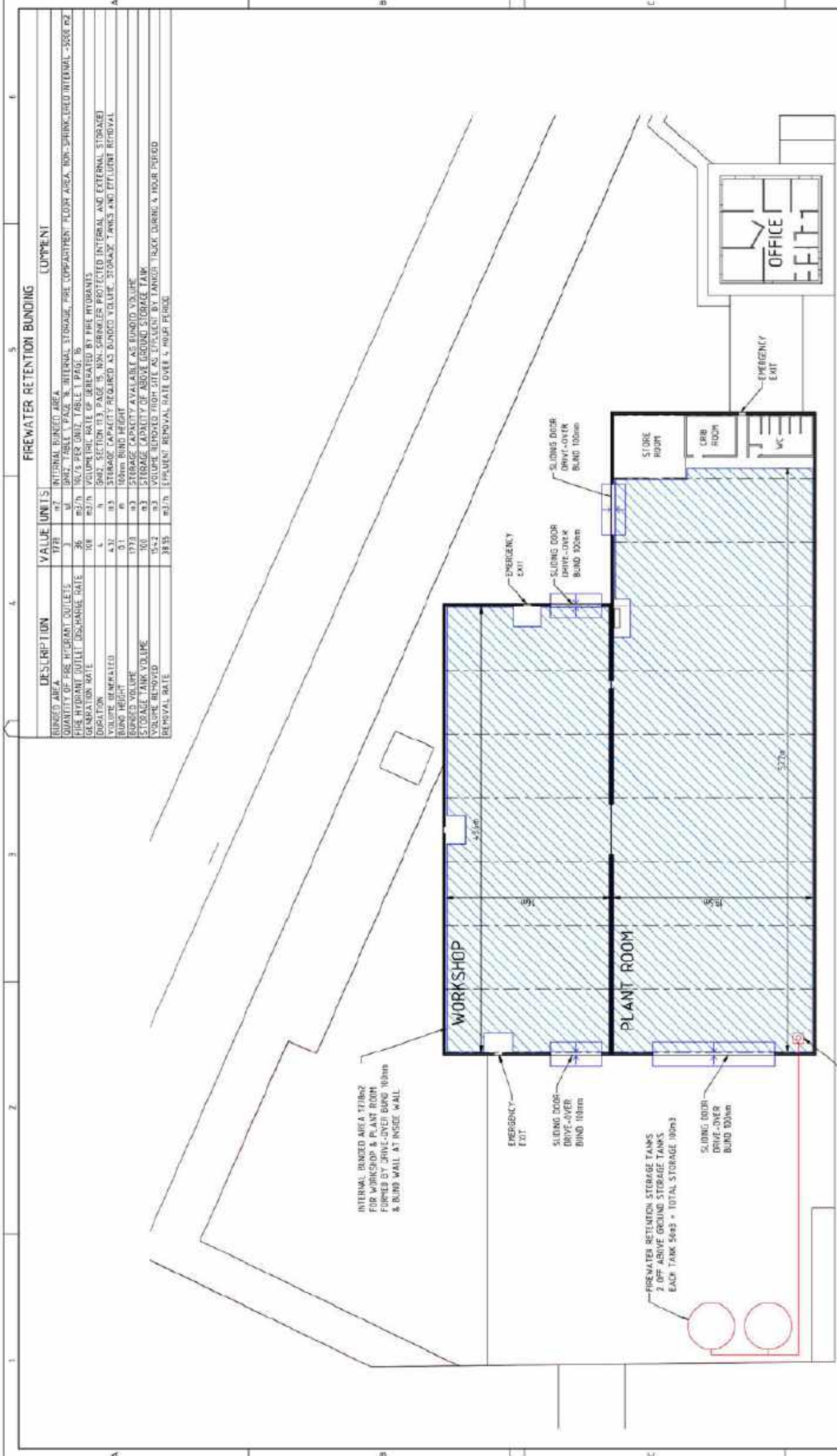
THIRD ANGLE PROJECTION



CARROLL ENGINEERING SERVICES PTY LTD

PROJECT	WA CRUMBING PLANT			
62 BURLINGTON STREET, NAVAL BASE, WA 6165				
SITE LAYOUT				
WATER MANAGEMENT				
SHEET SIZE	SCALE	DRAWING NUMBER	REV	SHEET
A2	1:500	800105	A	5 / 7

ATTACHMENT 8E
Fire equipment plan



FIREWATER RETENTION BUNDING

DESCRIPTION	VALUE	UNITS	COMMENT
BUNDING AREA	1116	m ²	INTERNAL BUNDING AREA
QUANTITY OF FIRE HYDRANT OUTLETS	36	m ³ /h	100% PER UNIT, TABLE 1 PAGE 16
FIRE HYDRANT OUTLET DISCHARGE RATE	108	m ³ /h	VOLUME RATE OF GENERATION BY FIRE HYDRANTS
GENERATION RATE	4	m ³ /h	100% SECTION 11.3 PAGE 15, NON-SPRINKLER PROTECTED INTERNAL AND EXTERNAL STORAGE
DURATION	4.32	h	STORAGE CAPACITY REQUIRED AS BUNDING VOLUME, STORAGE TANKS AND EFFLUENT RETENTION
VOLUME UNFRACTIONATED	0.1	m ³	100mm BUND HEIGHT
BUND HEIGHT	1773	m ³	STORAGE CAPACITY AVAILABLE AS BUNDING VOLUME
BUNDING TANK VOLUME	100	m ³	STORAGE CAPACITY OF ABOVE GROUND STORAGE TANK
VOLUME REMOVED	1542	m ³	VOLUME REMOVED FROM SITE AS EFFLUENT BY TANKER TRUCK DURING 4 HOUR PERIOD
REMOVAL RATE	38.55	m ³ /h	EFFLUENT REMOVAL RATE OVER 4 HOUR PERIOD

PLAN VIEW

SCALE 1:250

DESIGN	DRAWN	CHECKED	APPROVED

DO NOT SCALE



THIRD ANGLE PROJECTION

THIS DRAWING HAS BEEN PREPARED FROM AERIAL PHOTOGRAPHS, MAPS AND SCANNED DRAWINGS FROM VARIOUS SOURCES. IT IS AN INDICATIVE REPRESENTATION OF THE EXISTING SITE LAYOUT. ALL DIMENSIONS, LEVELS AND POSITIONS MUST BE VERIFIED ON SITE PRIOR TO ANY CONSTRUCTION, FABRICATION OR INSTALLATION.



CARROLL ENGINEERING SERVICES PTY LTD
3/5 CHRISTENSEN ROAD SOUTH STAPLETON, SA 5047

PROJECT	WA CRUMMING PLANT
62 BURLINGTON STREET, NAVAL BASE, WA 6165	
SHEET SIZE	A2
SCALE	1:250
DRAWING NUMBER	800105
REV	A
SHEET	7 / 7

ATTACHMENT 8F
Export Licence



Australian Government
Department of Climate Change, Energy,
the Environment and Water

LICENCE TO EXPORT REGULATED WASTE

LICENCE NUMBER: WASTE-LIC-2024-P1R0B0

PURSUANT TO THE *RECYCLING AND WASTE REDUCTION ACT 2020*, AN EXPORT LICENCE IS GRANTED TO:

Licence Holder: Carroll Engineering Services Pty Ltd

ABN:

ACN:

FOR THE PURPOSE OF EXPORTING THE REGULATED WASTE MATERIAL IN COLUMN 1 IN ACCORDANCE WITH THE NOMINATED SPECIFICATION IN COLUMN 2A (IF APPLICABLE) AND TO THE ENTITY/IES NOMINATED IN COLUMN 2B (IF APPLICABLE) TO THE PLACE IN COLUMN 3 AS SET OUT BELOW

Column 1	Column 2A	Column 2B	Column 3
Regulated waste material	Nominated specification/s	Nominated facility / importer	Place of export
1. Regulated waste tyres – Tyre derived fuel	Non listed specification: Carroll Engineering Services – 25mm Tyre Shred	Importer: Econet Co., Ltd.	JAPAN (JP)
2. Regulated waste tyres – processed tyres	Non listed specification: Carroll Engineering Services – 150mm Tyre Shred	N/A	India (IN)

THIS LICENCE IS ISSUED IN ACCORDANCE WITH THE *RECYCLING AND WASTE REDUCTION ACT 2020* AND ITS SUBORDINATE RULES SUBJECT TO THE CONDITIONS SET OUT BELOW.

THE DAY WHEN THE LICENCE TAKES EFFECT

5 March 2024

THE LICENCE REMAINS IN FORCE UNTIL

5 March 2027

Licence Granted by:

██████████, A/g Branch Head

Wildlife, Waste and Environmental Permits Branch Delegate
Environmental Permitting and Compliance Division
Department of Climate Change, Energy, the Environment and Water

VARIATION 1 GRANTED BY:

██████████, A/g Branch Head


Wildlife, Waste and Environmental Permits Branch Delegate,
Environmental Permitting and Compliance Division
Department of Climate Change, Energy, the Environment and Water

Date Issued:

24 September 2024

CONDITIONS

- 1** The holder of the licence must, for each consignment of the relevant type of regulated waste tyres intended for export under the licence:

Tyre derived fuel:

- (a) ensure that the tyre derived fuel complies, prior to export, with the nominated specification for the waste tyres; and
- (b) ensure that the tyre derived fuel is securely packaged before export; and
- (c) take all reasonable steps to ensure that the tyre derived fuel will be combusted in a way that minimises the risk of harm to the environment or human health; and
- (d) have, at the time the tyre derived fuel is exported, a commercial relationship with the importer of the tyre derived fuel; and

Processed waste tyres:

- (e) ensure that processed waste tyres comply, prior to export, with the nominated specification for the waste tyres.

- 2** If the holder of the licence is not the supplier of the regulated waste tyres intended for export, the holder must, at the time the waste tyres were supplied, have had a commercial relationship with the supplier.

- 3** If, in accordance with section 36(2)(d) of the Act, the licence states a place to which regulated waste tyres may be exported, the holder of the licence must export the waste tyres only to that place.

- 4** The holder of the licence must notify the Minister, in the form approved by the Minister, if any of the following changes occur:

- (a) if the holder is not the supplier of the waste tyres —a change in the supplier;
- (b) if the holder uses a freight forwarder or other agent to export the waste tyres —a change in the freight forwarder or other agent used (including using an agent where one was not previously used, or ceasing to use an agent);
- (c) a change in the importer of the waste tyres (except where an importer is identified in Column 2B of the licence, in which case the holder must apply to vary the licence under section 42 of the Act);
- (d) in the case of tyres for re-use where the importer identified in Column 2B is a business — a change in the person operating the business; and
- (e) in the case of tyres for re-treading where the facility identified in Column 2B is a business —a change in the person operating the business.

A notification must be given as soon as practicable after the change occurs.

- 5** The holder of the waste export licence must comply with any directions given to the holder under section 64 of the *Recycling and Waste Reduction Act 2020*.

ATTACHMENT 8G

GLY50130 Double shaft shredder manual

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1. Preface

Firstly, welcome to use our product. Please carefully read the operation manual before installing and using this machine. Only when profoundly understanding and cratily grasping the operation techniques can you install and operate the machine. It is good for prolonging the service life of the machine and improving work efficiency so as to avoid human injury and machine damage. If you still have doubts after reading this manual, please consult the dealer or our technical department.

Attention :

The blade of some equipment in this project is very sharp with high rotating speed. Human injury may be caused by mis-operation; please strictly follow the operating instructions during equipment operation. Any part of your body (hand, feet, hair, etc.) and clothes and gloves shall not access into the dangerous area of the machine. Strictly execute the warnings on the safety warning signs on the machine.

2. Safety Instructions

The following safety instructions mainly cover the operation of all equipment in this project. When using all the equipment in this project, please note the safety instructions related to this operating manual.

2.1 Overview

All the equipment in this project has the following parts during operation or shutdown:

- * Live parts
- * Movable parts
- * Exothermic surface

Only the personnel with professional skills are permitted to conduct the following operations:

- * Transportation
- * Installation/assembling
- * Operation
- * Maintenance
- * Overhaul

Please note the following indications and document contents:

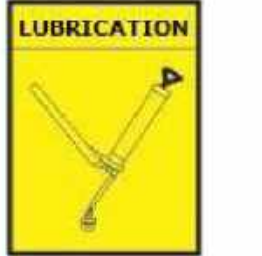
- * Operation manual appendices and wiring diagram
- * Safety warning signboard on machine
- * Special stipulations and requirements related to equipment
- * National/regional stipulations related to safety and accident prevention

Serious human injury or material loss will be caused in the following occasions:

- * Mis-operation
- * Incorrect installation or operation
- * The indispensable protective devices such as protective cover or baffle are dismantled against the stipulations.



2.2 Warning Signs

			
			
 Warning! High voltage danger!	 当心火灾 Caution, fire		
 Prompt! You must wear earplugs when entering this zone			

2.3 Danger Prompt

- The structure inside the box of all equipment in this project is complicated and accident is easy to be caused in darkness, even during machine halt (e.g. bad maintenance causes parts falling). During overhaul, power must be cut off. Carefulness should be given during maintenance and operation inside all the equipment boxes to avoid injuries.
- Accident is easy to happen during machine operation and feedstock. The safety protective devices needs to be worn if manual direct feeding is applied other than conveying machinery or mechanic arm to avoid feed splashing. Do not approach machine in operation without protection.
- It's forbidden to open any access door during machine running. If the access door must be



opened for equipment maintenance, stop the machine and press the emergency stop switch on the machine.

iv) There is high voltage danger at the control box of this machine. Please be careful during operation.

v) There is crush or abrasion danger when the belt and belt pulley is rotating. Do not stretch any part of your body into internal rack when the machine starts.

vi) Due to the shredded material of the equipments is relatively hard, the blade and the material will friction produces heat or dust in the cutting chamber, so the customer should pay attention to the temperature of the equipment and avoid fire during the production process, especially in the exchange shift, observe the temperature of the cutting chamber of the equipments, whether there are conditions for fire, to eliminate all factors of fire in time. And prepare fire emergency equipment around the equipment to avoid the joint nature of fire losses. Refer to 2.7 for specific fire equipment.

2.4 Notes

①. The operators should take pre-production trainings before operating the machine. The operators must know:

②. The electrical installation and maintenance shall be completed by qualified electrical engineers.

③. During machine maintenance, cut off the power main switch and lock at OFF position and put maintenance warning board.

④. Before the stop button is pressed, do not stretch any part of your body into the machine.

⑤. Before confirming the machine has stopped operation, do not open the access door at any part and protective cover.

⑥. In order to prevent accidents, protective guard or cover need to be set around all the equipment racks. It's recommended to make protective devices by the buyer themselves according to actual fields and usage conditions.

⑦ The equipment installation workshop must be well ventilated and have enough operating space.

⑧ Fire-fighting equipment must be equipped inside the workshop.

Notes: The relevant safety cautions and part of safety warning signs mentioned above are applicable to each of the following equipment.

2.5. Warning

1. When power supply is not turned off, trying to touch, install or repair the control cabinet line might cause death or severe personal injury and/or damage the device.

2. Non-professionals should not try to install or repair the control cabinet line, and the maintenance of all electronic equipment must be performed by the manufacturer or specially trained professionals.

3. Guarantee good grounding of control cabinet.

4. When the temperature is too low and there is condensation or water drop on control cabinet panel or internal components, forbid switching on and electrifying the equipment; otherwise, it may damage the machine and cause personal accident!

5. Static electricity, transient overvoltage and impulse current, etc. may damage the sensor, PLC, computer and other electronic equipment. Don't directly apply welding to the equipment; if



welding construction is necessary, keep the zero line (negative pole) of welder close to the welding point as much as possible, and turn off the power supply of control system.

6. During operation, avoid oil stain and dust on the touch screen and don't use excessive force to prevent damaging the touch screen. You had better not peel off the protective film on screen. Never use sharp tools to operate the control panel, to avoid damaging the plastic surface of control panel.

7. Ensure that the equipment is operated at rated current; long-time overloaded running may excessively wear the machine and damage the motor.

8. The dust and fiber in the air may cause static electricity or electric leakage. Therefore, the operation station and control station shall be operated in a clean environment. In treatment of electrostatic sensitive device, ensure that people, workplace and shell are well ground.

9. Without the consent of our company, please do not do any changes, dismantling, reshipment for the machine. And repair and maintenance shall be carried out in accordance with the operation manual, otherwise we shall have the right to stop the product after-sales service. If the cause of our intellectual property rights infringement, we shall be investigated for legal responsibility.

2.6 Installation and commissioning

(1) Firstly please read the Operation Manual seriously to know function of the Line, technical process and instruction on each equipment before installation and adjustment.

(2) Please check each component and equipment according to "Process Chart" and "List on Equipments" to get ready for installation.

a Requirements on installation area, water raceway and water pond should be met. In the installation area, the space and passage for installation, operation and maintenance should be reserved

b Tools and Lifting Equipment

(3) Place each equipment according to "Process Chart" and "Operation Manual" and connect with water and electricity.

a Check whether the Line is placed stably. Adjust with some gaskets if necessary

b Check whether bolts for connections in the Line are tightened well.

c Check whether transmission chains and belts are fixed well.

(4) start and testing the machine to check if it is in normal operation

Commissioning preparation before you start operation:

A check whether the machine installation is smoothly, if necessary, use shims to adjust them.

B check whether machine connecting bolts are tight.

C check whether machine drive chain and belt is in well tension.

D make sure a security environment and well security measures (such as fire extinguisher emergency)

E add reducer gear oil, hydraulic oil and lubricating oil;

F check whether water, electricity, gas interface is complete, the water cycle system is normal, without leakage, gas phenomenon;

G check whether machine transmission parts and parts is normal operation,

H check whether there is any foreign materials in the machine.

I check whether there is any foreign materials in the electrical panel. And the machine should be reliable grounding, and check the presence of other security hidden danger;



J, connect the power and ready to testing the running of the machine.

What you should do when you start to test the machine one by one :

A start the machine one by one and proofreading motor steering;

B start the machine one by one to confirm the equipment without brush knife, brush screen mesh, brush box, glancing, and other abnormal;

C check and record the current of motor with no-load current, and check if three phase current is balance of high power motor (more than 30 kw) ,and check if there is any noise and peculiar smell;

D check whether the equipment transmission mechanism (reducer, coupling, coupling, etc.), and operating parts (bearings, bearing, the shaft top) with and without exception (noise, temperature, etc.)

What you should do when you start to test the whole line :

A first confirm whether the materials is fit for this machine and if there is any foreign materials (metals, rocks, etc.); Whether the demolition could not enter the recycling production line components as required.

B make sure the worker is enough for this line and make sure people are in a safe area.

C start the whole line as the start process according to the “Operation manual”and testing the whole line without materials about 2hours.

D check and record the current of each motor no-load running, and check and record the temperature of bearing and hydraulic oil and hydraulic station.

E testing and make a record of the capacity.

F Firstly, feeding half materials as designed capacity, and adjust the air valve opening, the time interval of water and the separation effect, and 8 hours of continuous production.

G Then, feeding materials as designed capacity, and adjust the air valve opening, the running speed of the machine and parameters of the controlling system to achieve the ideal fragmentized separation effect;

After finish the testing. please note for this following

A.After A complete commissioning, the material in the equipment must be cleaned up (to ensure that the next time can normal boot), and then stop the equipment operation, in turn off the power;

B cleaning equipment inlet and discharge material and clean the site environment;

C to open the door of the machine to check if the knife and screen is wore;

D close the repairing door, shut off the power, water, gas switch valve.

2.7 Fire prevention measures:

1.Notice for fire prevention measures

(1).Keep well ventilated, dry, neat, clean state ;

(2).Use good fire prevention equipment;

(3).Check the spray system, detection (gas) system for inspection each class, to ensure the system normal use, and can work in accordance with our pre-set mode;

(4).Keep a half hours running before each class to ensure that all the remained materials have been shredding completely, and was completely conveying in place;

(5) After each class, start the spray cooling action to avoid any fire;

(6) After each class, it is necessary to cut off the electricity power to avoid any fire accident caused



by electrical wiring problem.

2. Fire extinguisher layout and requirements.

A usually temporary facilities area, each 100 square meters equipped with two 10 L fire extinguisher. But A total area of more than 1200 square meters of large-scale temporary facilities, shall be equipped with the fire pail, water for fire barrels (pool), yellow sand pool equipment facilities such as;

B In the wood, paint, machinery, etc. Every 25 square meters should be equipped with a suitable fire extinguisher; Oil depot, dangerous goods warehouse should be equipped with a sufficient number, type of fire extinguishers;

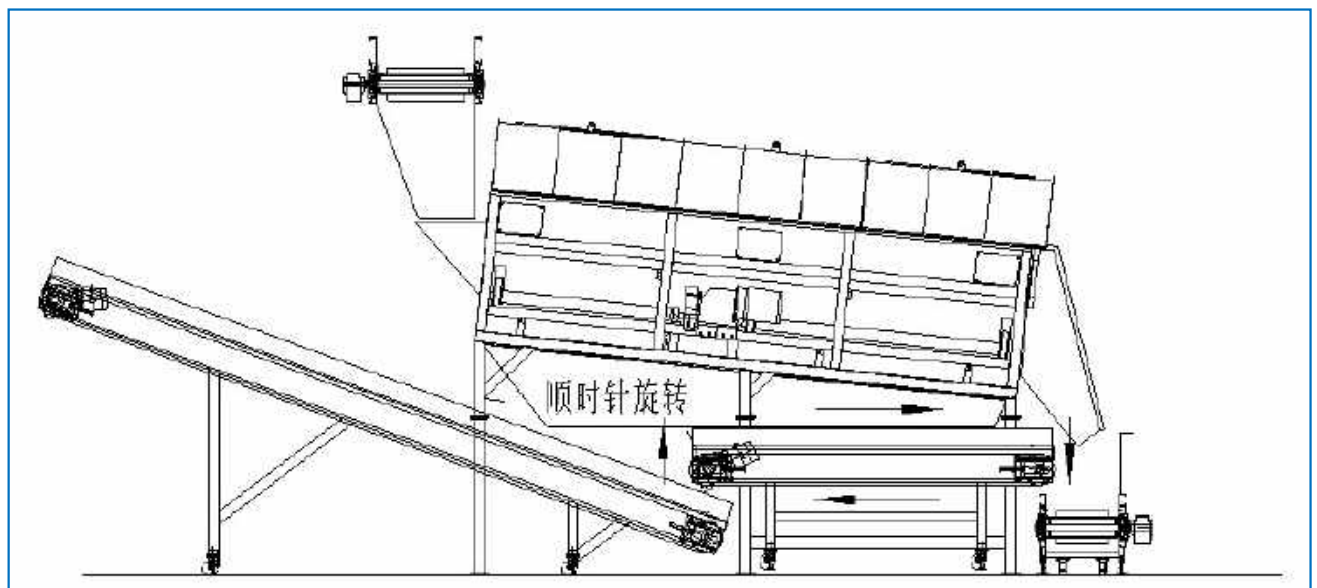
C In the warehouse or inside the stocking yard, should according to the characteristics of fire extinguishing objects, group arrangement of acid and alkali, foam, such as water, carbon dioxide fire extinguisher. Each group of fire extinguisher is not less than 4, the distance between each group of fire extinguisher is not more than 30 m.

3. Project Introduction

3.1 Brief Introduction

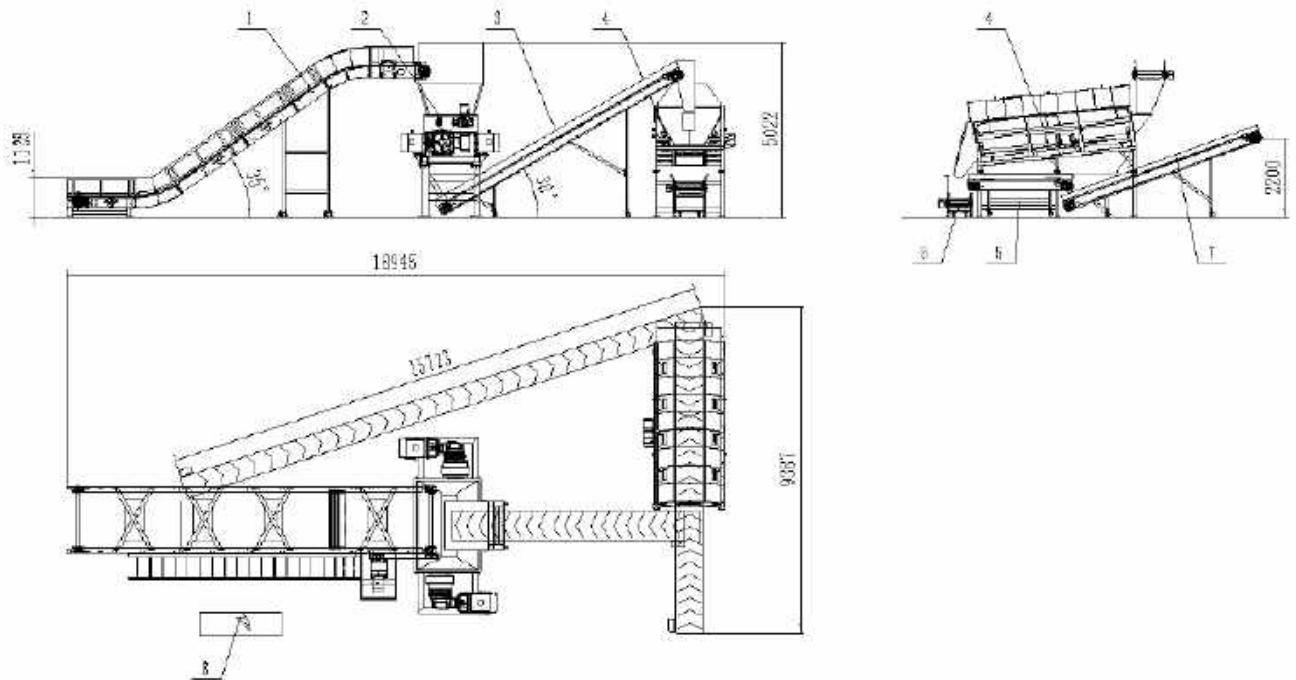
The recycling process of this production line is as follows: Workers will put the tire to the chain plate conveyor, the chain plate conveyor will transport the tire to the double shredding machine, broken materials fall into the rotary drum screen, suitable size material will fall to the bottom to the next equipment, inappropriate size of the material will be sent back to the belt machine, Through the belt machine back to the chain plate conveyor, and then the chain plate conveyor and shredding machine to tear it again, the cycle until the size is appropriate.

Attention: The discharge size can be controlled by adjusting the direction of the PD8030 belt conveyor. As shown in the following figure, when the PD8030 conveyor rotates clockwise, the material obtained is 0-80mm; But, if the PD8030 conveyor rotates counterclockwise, the material obtained is 0-130mm.





3.2.Flow chart



3.3 Equipment List

NO.	Model	Name	Quantity	
1	JSSD140110	Metal conveyor	1	7.5KW
2	GLY50130	Double shaft shredder	1	75+75+2.2+2.2KW
3	PD8080	Conveyor	1	3KW
4	YXJ1550	Disc screen	1	5.5KW
5	PD8030	Conveyor	1	1.1KW
6	PD60160	Conveyor	1	3KW
	PD8060	Conveyor		2.2KW
		Control system		

3.4 Project power

Total power : 135.9 KW

3.5 Installation and Commissioning

(1) Firstly please read the Operation Manual seriously to know function of the Line, technical process and instruction on each equipment before installation and adjustment.

(2) Please check each component and equipment according to “Process Chart” and “List on Equipments” to get ready for installation.

a Requirements on installation area, water raceway and water pond should be met. In the



installation area, the space and passage for installation, operation and maintenance should be reserved

b Tools and Lifting Equipment

(3) Place each equipment according to “Process Chart” and “Operation Manual” and connect with water and electricity.

a Check whether the Line is placed stably. Adjust with some gaskets if necessary

b Check whether bolts for connections in the Line are tightened well.

c Check whether transmission chains and belts are fixed well.

(4) start and testing the machine to check if it is in normal operation

Commissioning preparation before you start operation:

A check whether the machine installation is smoothly, if necessary, use shims to adjust them.

B check whether machine connecting bolts are tight.

C check whether machine drive chain and belt is in well tension.

D make sure a security environment and well security measures (such as fire extinguisher emergency)

E add reducer gear oil, hydraulic oil and lubricating oil;

F check whether water, electricity, gas interface is complete, the water cycle system is normal, without leakage, gas phenomenon;

G check whether machine transmission parts and parts is normal operation,

H check whether there is any foreign materials in the machine.

I check whether there is any foreign materials in the electrical panel. And the machine should be reliable grounding, and check the presence of other security hidden danger;

J, connect the power and ready to testing the running of the machine.

What you should do when you start to test the machine one by one :

A start the machine one by one and proofreading motor steering;

B start the machine one by one to confirm the equipment without brush knife, brush screen mesh, brush box, glancing, and other abnormal;

C check and record the current of motor with no-load current, and check if three phase current is balance of high power motor (more than 30 kw) ,and check if there is any noise and peculiar smell;

D check whether the equipment transmission mechanism (reducer, coupling, coupling, etc.), and operating parts (bearings, bearing, the shaft top) with and without exception (noise, temperature, etc.)

What you should do when you start to test the whole line :

A first confirm whether the materials is fit for this machine and if there is any foreign materials (metals, rocks, etc.); Whether the demolition could not enter the recycling production line components as required.

B make sure the worker is enough for this line and make sure people are in a safe area.

C start the whole line as the start process according to the “Operation manual” and testing the whole line without materials about 2hours.

D check and record the current of each motor no-load running, and check and record the temperature of bearing and hydraulic oil and hydraulic station.

E testing and make a record of the capacity.



F Firstly, feeding half materials as designed capacity, and adjust the air valve opening, the time interval of water and the separation effect, and 8 hours of continuous production.

G Then, feeding materials as designed capacity, and adjust the air valve opening, the running speed of the machine and parameters of the controlling system to achieve the ideal fragmentized separation effect;

After finish the testing. please note for this following

- A. After A complete commissioning, the material in the equipment must be cleaned up (to ensure that the next time can normal boot), and then stop the equipment operation, in turn off the power;
- B cleaning equipment inlet and discharge material and clean the site environment;
- C to open the door of the machine to check if the knife and screen is wore;
- D close the repairing door, shut off the power, water, gas switch valve.

4. JSSD140130 Conveyor

4.1 Function Description

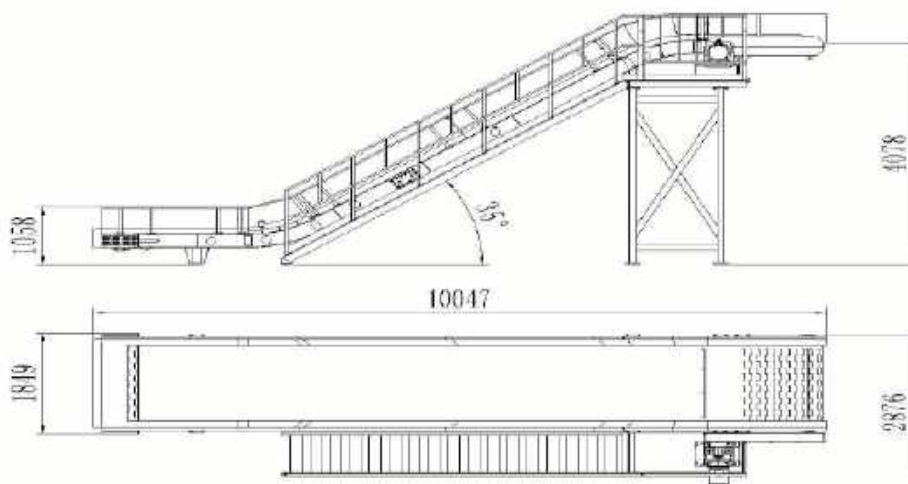
Chain plate conveyor is mainly used to transport materials with chain plate, conveying materials into the next machine. The chain plate metal conveyor is mainly composed of drive shaft, driven shaft, housing, motor, sprocket chain chain, frame, etc. driven by motor, chain drive, high transmission efficiency, compact structure.

4.2. Parameter

Model	Width	Materials of the belt	Materials of the main body	Speed	Power
JSSD140110	1400	Chain plate	4MM thickness galvanized plate	15(m/min)	70.5 (kw)

4.3. Structure

JSSD140110:





4.4.Moving equipment by Lifting

1. Before lifting the conveyor,you should take off the support legs at first.And then install the hanging ring screws on the chain plate machine, and then connect the hanging ring screws with the steel wire rope of the crane for hoisting.
2. Before moving, make sure that there are no personnel within the moving range of the machine to prevent personnel from being hit.
3. It is recommended to find out the lifting lugs location of each component.

4.5 Circuit Connection

The circuit of the equipment should be connected by a professional electrical engineer.

1. Check whether the machine, electric box, electric wire and goods are complete.
2. Connect the power cord of the device to the power supply, please refer to the circuit diagram of the circuit manual;
3. The power line of the motor must be covered with insulation tube to prevent the wear of the wire;
4. The terminals on the wires must be insulated and the bolts connected to the electrical components must be tightened
5. Before connecting the wire, be sure to wear insulation gloves before working;

4.6 Testing Operation

1. Before starting, it is necessary to check whether there is lubricating oil in the reducer. You can check the transparent oil mirror on the reducer body for observation;
2. Start the motor on the active roller after connecting the power supply;
3. Pay attention to observe whether the machine runs normally and check whether the side roller runs normally;
4. Check whether the left and right sides of the head and tail bearings are running normally;

4.7 Operation and Maintenance

4.7.1 Operator training

The machine should be equipped with professional operators, operators before the job, should carry out professional operation training.

Operators should have the basic quality: professional operators should have a certain degree of mechanical knowledge, rapid response, sensitive action; After determining the operator, it should be allowed to read the manual, hold the basic performance of the machine, understand the function and operation skills of each control button, understand the working principle of the machine, and then operate the machine.

4.7.2 Operation Description

1. The starting procedure of the machine is: after confirming that everything is normal, turn on the power supply - start the host - conveying effect;
2. The stop procedure of the machine is: stop conveying, after conveying - host stop - cut off the power supply.
3. When the machine is transmitted, the chain plate is rotating. Please do not get close to it to ensure



personal safety.

Note: Try to remove the residual material on the belt before starting.

4.8. Daily check

Check			
Item	Period	Item	Period
1. Check whether the button works properly	Each day	2. Check the normal transportation of materials on the conveyor	Each day
3. Check the operating current of the conveyor	Each day	4. Check reducer and motor temperature	Each day
5. Clean up after running	Each day	6. Check the tightness of bolts on each component	Each month
7. Clean the chains	Each month	8. Check the lubrication level of the chain	Each month
9. Check the oil level of reducer	Each month	10. Whether the wires are securely connected to the electrical components	Each month
11 Remove the dust	Each month	12. Whether the contacts of electrical components are normal (need professional personnel)	Each year
13.Reducer cavity cleaning	Each year	14. Refastening of wire	Each year
15. add oil for chains	Each year	16. Replacement the bearing	Each year

4.9 Replace bearings

The replacement of the end bearing of the reducer should be carried out by professionals in the following steps.

1. Stop the chain plate machine and turn off the main power switch;
2. Remove the belt cover, motor and belt
3. Remove the bearing with seat on both sides;
4. Clean the bearing seat, replace the same type of bearing, assembly sequence is opposite to the disassembly sequence. When assembling bearings, be careful not to damage the bearings.

4.10 Bearing lubrication

1. Bearing grease uses No. 2 lithium grease (Great Wall brand, Shell, MOBIL, TOTAL, TEXACO brand). The filling amount of grease is generally appropriate for $1/3 \sim 1/2$ of the bearing cavity space, and should not exceed $2/3$ of the whole space at most.
2. The normal temperature range of lithium base grease (-20°C to 120°C), if the machine is used in an extremely cold environment, to use antifreeze lithium base grease.



3. The bearing has been greased, after every 3000 hours of operation, grease, when the operation of 15000 hours, replace the new bearing. The grease should be 2# lithium base grease.
4. If appropriate lubricating oil is not used, excessive or insufficient lubricating oil will lead to overheating and serious wear. We refuse to accept responsibility for this situation.

4.11 Common troubleshooting

Trouble	Reason	Method
Bearing temperature rise	1.The oil level in the tank is too high or too low	Check the oil level at room temperature and add oil
	2.Over-aged oil	Check the time of the last oil change. Change the oil
	3.Bearing damage	Replacement bearing
The amplitude increases at the bearing	1.Bearing damage	Replacement bearing
	2.Gear damage	Replacement gear

5. Conveyor

5.1 Function

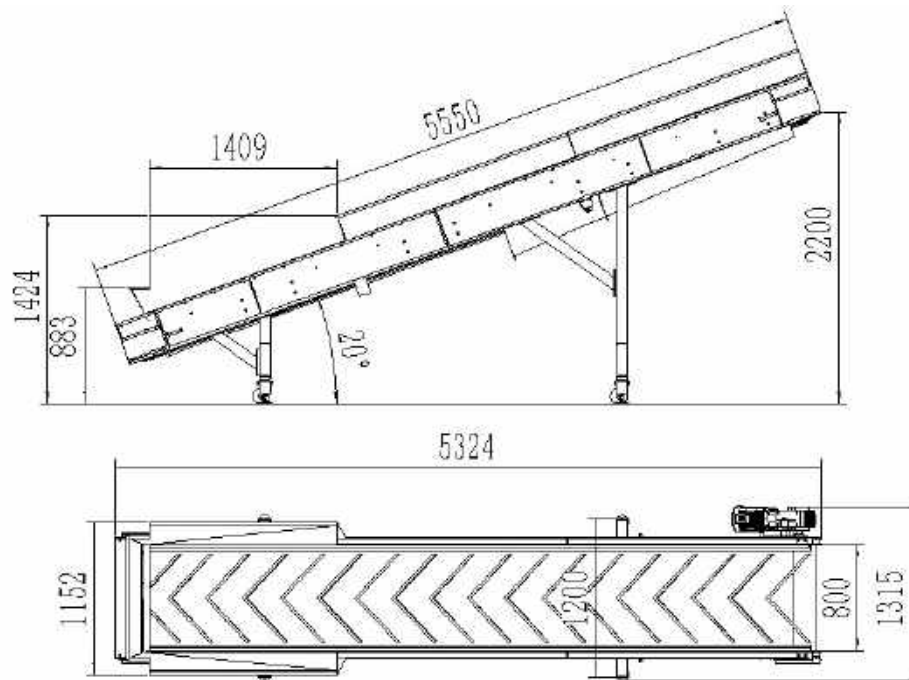
The conveyor is a kind of continuous transmission equipment in which the flexible conveying belt is used as material loader and traction part and the motor drives the main drive roller and the roller drive the conveying belt to run by friction.

For the conveyor in this project, the motor drives the reducer to convey twisting force and realize speed control at one time and the tension degree of the conveying belt can be achieved by adjusting the bearing seats of sliding block on the rollers at two ends; height adjustment of the conveying belt can be achieved by adjusting the foot cup with screws at the bracket bottom.

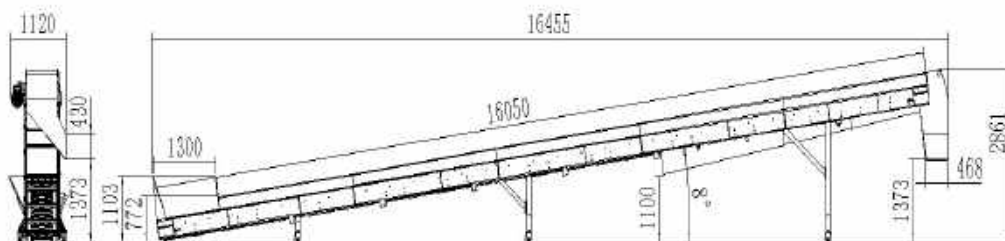


5.2. Structure and size

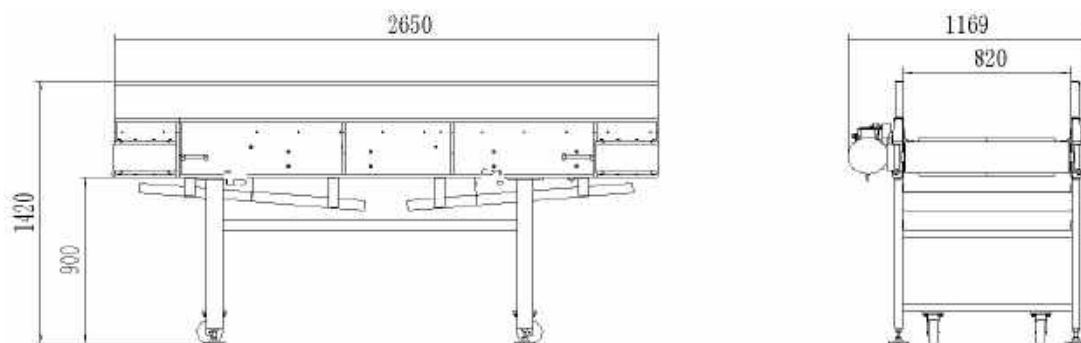
PD8060:



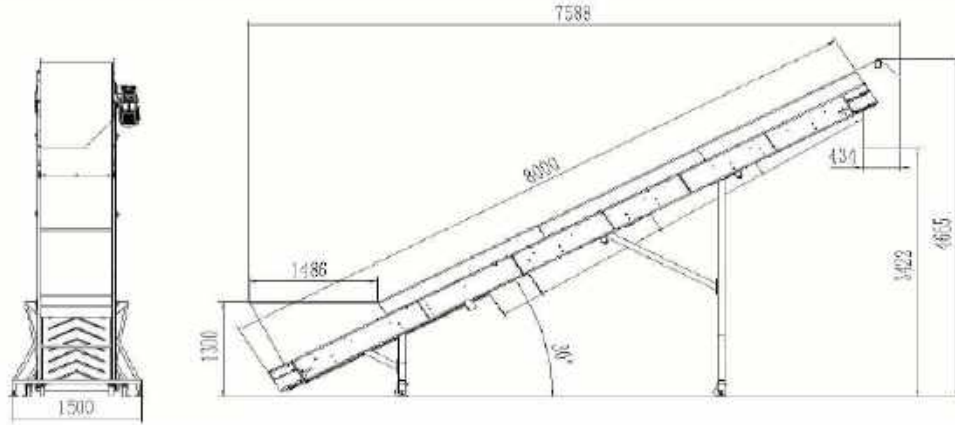
PD60160:



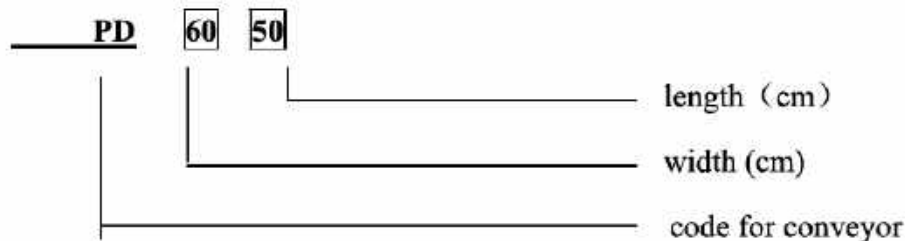
PD8030:



PD8080:



5.3 Model specification



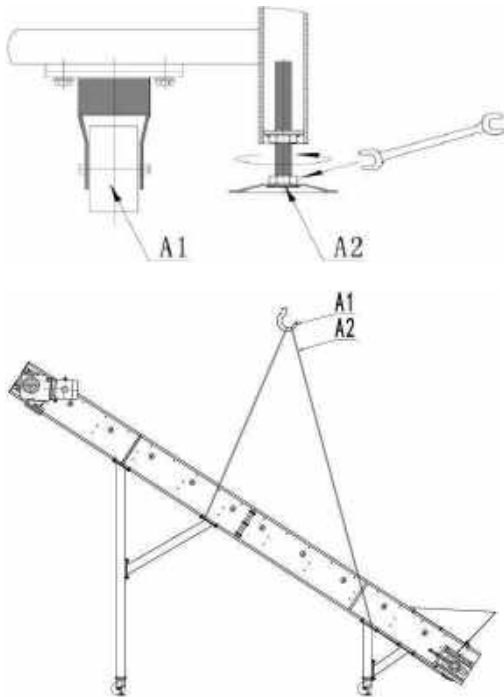
5.4 Parameters

	Width (mm)	Material of belt	Speed (m/min)	Power (kw)
PD8060	800	8.5mm rubber belt	18	2.2
PD60160	600	8.5mm rubber belt	18	3
PD8030	800	8.5mm rubber belt	18	1.1
PD8080	800	8.5mm rubber belt	18	3

5.5 How to move the conveyor

If you want to move the conveyor, just transfer the support leg nut as counterclockwise rotation with wrench, so that the screw indent to the support legs, and the bracket 4 casters to support the machine fully, and after all, can be move the conveyor by hand.

When the conveyor belt moving to the designated location, fixed the support leg nut as clockwise rotation with wrench and until the support leg can support the conveyor fully and fixed the conveyor at last.



A1 wheel

A2: leg

A1: hook A2: sling

You can moving the conveyor by lifting the whole conveyor:

Use tow belts to connect with 4 lifting eyes on the conveyor to lift the conveyor. But please make sure no damages during transportation

You can moving the conveyor by Forklift

If the length of conveyor is more than 3M, you need to apart it into two parts to move.

During transportation of the conveyor by fork lift, please mind to support its middle gravity to avoid eccentricity

5.6.Installation Requirements

Installation tools:

- ①. One set of allen wrenches and one set of open spanners.
- ②. One set of hoisting equipment.

Installation steps:

- ①. Put the conveying belt sidelong on the horizontal ground and connect the front and rear sections of conveying belt into an integral;



②. Install all the supports in sidelong status;

③. Hoist the installed conveying belts to a certain height with hoisting equipment and then rotate to make the conveying belt completely stand.

5.7. Commissioning

①. Check whether there is lubricating oil inside the reducer before starting and view the transparent oil mirror on the reducer;

②. Start the motor on the drive roller after power on;

③. Check whether the belts operate normally and check whether the side rolling wheel of the belt operates normally;

④. Check whether the bearing at the front, end, left and right side operates normally;

⑤. Adjust the belt tension by adjusting the adjustment screws on the bearing seats at the front and end;

⑥. Adjust the conveyor speed with the frequency converter in the electrical control

5.8.Operator Training

The machine should be equipped with professional operators, operators before the job, should carry out professional operation training.

Operators should have the basic quality: professional operators should have a certain degree of mechanical knowledge, rapid response, sensitive action; After determining the operator, it should be allowed to read the manual, master the basic performance of the machine, understand the function of each control button and operation skills, understand the working principle of the machine, and then operate the machine.

5.9 Start and stop sequence

1. The starting procedure of the machine is: after confirming that everything is normal, turn on the power supply -- start the main machine -- material conveying;

2. The stop procedure of the machine is: stop feeding, wait for feeding the remained materials-- stop the conveyor -- cut off the power supply.



3. During the transmission of the machine, the drum and belt will rotate. Do not get close to it to ensure personal safety.

Note: Try to remove the residual material on the belt before starting.

5.10.Daily check

Check			
Item	Period	Item	Period
1. Check the operating current of the conveyor	Each day	2. Check reducer and motor temperature	Each day
3. Check the wear of the tug under the belt	Each month	4. Check the tightness of bolts on each component	Each month
5.Check the oil level of reducer	Each month	6. Replace the supporting roller	Each year
7. Replace the belt	Each year	8. Whether the wires are securely connected to the electrical components	Each year
9 Reducer cavity cleaning	Each month	10. Whether the contacts of electrical components are normal (need professional personnel)	Each year

5.11 Repairing

- ①. Daily repair: if the conveyor runs abnormally or has noises, immediately check and repair to avoid operation with faults and replace the wearing parts in time.
- ②.Minor repair: Minor repair should be carried out every 1~2 years. Remove the chains to clean during the overhaul and replace the lubricating grease of the rolling bearing and the wearing parts and then reassemble and re-debug them.



③.Overhaul: overhaul must be carried out to the conveyor after operating for a long time (e.g. more than five years). Clean all the parts of the conveyor during the overhaul and replace all the wearing parts. According to actual conditions, renew rolling bearing and other parts if necessary and re-install, re-debug and spray them

5.12.How to replace the bearing

The replacement of the bearing at the end of the reducer should be carried out by professionals in the following steps.

1. Stop the conveyor and turn off the main power switch;
2. Loosen the adjusting screw in the middle and remove the adjusting screw;
3. Loosen the bolts on the bearing seat and remove the whole bearing seat and bearing;
4. Clean the bearing seat and replace the bearing of the same model. The assembly sequence is opposite to the disassembly sequence. When assembling bearings, be careful not to damage the bearings.

5.13 Common trouble

Trouble	Method
Belt off tracking	Solution: adjust the drive and driven roller to correct belt off tracking. .
Belt slippage	a. Adjust the drive and driven roller to tighten the belt; b. Add welding at the external circumference of the drive roller to increase friction between the roller and the belt
Carrier roller blockage	check whether there is material blocked in the gap of carrier roller and the side plate; check whether the bearing of the carrier roller is damaged, directly replace it if so.



5.14. Wearing parts

Model	Belt	Wearing parts
PD8060	8.5mm rubber belt	2-grades rollers
PD60160	8.5mm rubber belt	8-grades rollers
PD8030	8.5mm rubber belt	0-grades rollers
PD8080		3-grades rollers

6 .GLY50130II Double shaft shredder

6.1 Function

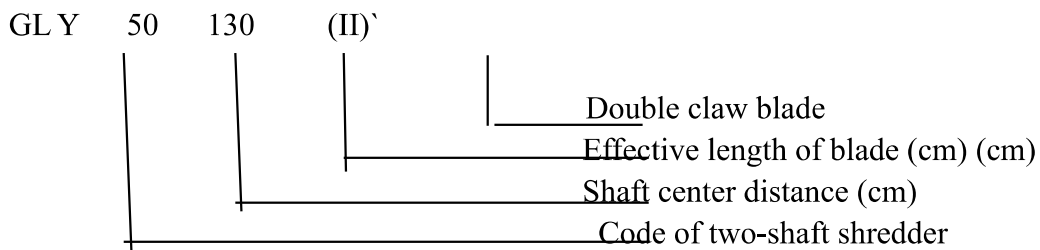
The double shaft shredder with reasonable structure, safe and reliable, high efficiency and energy saving designed by our company according to customer requirements and the characteristics of processing waste refrigerators. It is mainly composed of: frame, box, knife roller, hydraulic feeding device and reducer and other components.

The maintenance and replacement of cutting tools must be carried out strictly in accordance with the manual to avoid personal accidents or machine damage.

If you have any problems in use, please contact our company or dealers first. This machine has tow shaft, and tow shaft will rotate in opposite directions to crush the materials. And this machine has function of reverse automaticly, when it crushes materials that are especially large or thick. The machine will reverse automaticly

6.2 Model Description

(1) Model



(2) Mark descriptions

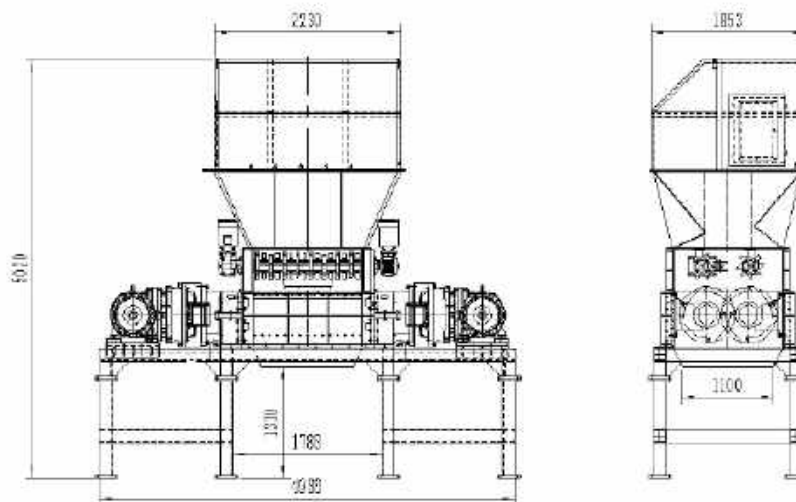
- ① GL——Code of two-shaft shredder
- ② (B) ——Additional function
No filling without additional function
R refers to rotating screen
B refers to hydraulic feeding
F refers to hydraulic feed in taking
P refers to stand pipeline shredding
D refers to heavy type shredding
S refers to other special functions
- ③ 40——Shaft center distance (cm)
- ④ 130——Effective length of blade (cm)
- ⑤ (II) —— Blade number
Single claw blade is I, no need to fill out.
Double claw blade is II
Three-claw blade is III



6.3 Technical Parameter

Technical Parameter	GLY50130
Dimension of crumbling compartment (mm)	1310*570
Rotary Shaft (n)	2
Blade Thickness (mm)	49.8±0.019
Power (kw)	75+75+2.2+2.2
Motor protection grade	IP55

6.4 Machine Structure

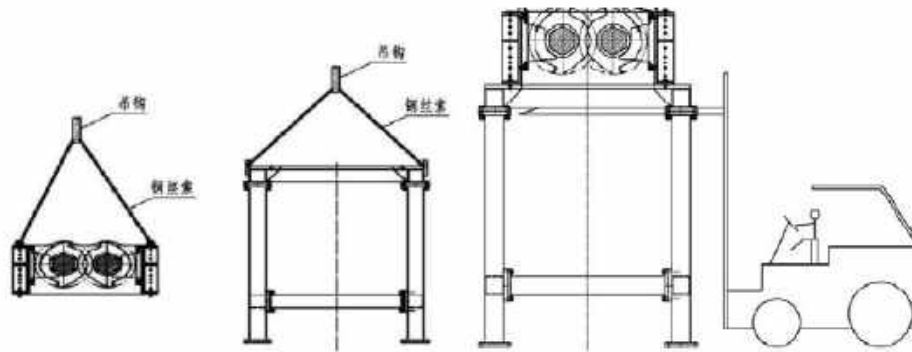


6.5 Transportation and Installation

Transport by Hoisting

Install the steel wire rope on the hoisting position of the machine box and then hoist it.

Notes: check whether the steel wire rope is firm before hoisting. It is recommended to separate the feed hopper and the machine box during hoisting. Select swinging ring according to the actual dimension of the hole on the equipment for some parts needing hoisting.



Transport by Forklift

When using the forklift to transport the two shaft shredder, note the gravity center for supporting the two shaft shredder.

6.6 Circuit Connection

The machine circuit should be connected by professional electrical engineers according to the circuit diagram provided by our company.

1. Check whether the machine, electric box, electric wire and goods are complete.
2. Connect the power cord of the device to the power supply, please refer to the circuit diagram of the circuit manual;
3. The power cord of the motor must be covered with insulation tube to prevent the wear of the wire;
4. The terminals on the wires must be insulated and the bolts connected to the electrical components must be tightened
5. Before connecting the wire, be sure to wear good insulation gloves before working;
6. Start up, press the green button to start up;
7. Check whether the running direction of the motor is consistent with the direction of the arrow on the cover. If the direction is incorrect, change the connection of the power cable.

6.7. Startup Pre-check

1. Check whether each hopper and box, frame and box and other parts are tightly connected;
2. Check whether the reducer liquid level is good, whether the reducer is ventilated and cooled, if the water is cold, the cooling water should be well;
3. Check whether there are hard metals and other foreign bodies in the box. If there are foreign bodies, clean them up.
4. Check the stop switch and emergency stop switch to ensure their normal functions;
5. Start up, press the green button to start up;
6. Check whether the running direction of the motor is consistent with the direction of the arrow on the cover. If the direction is incorrect, change the connection of the power cable.
7. Start the machine and run for 10 minutes to see whether the running current is normal and whether the circuit breaker has abnormal sound;



6.8. Requirements Before the Operation

The machine should be equipped with professional operators, operators before the post, should carry out professional operation training.

Professional operators should have certain mechanical knowledge, quick response, sensitive action; After determining the operator, it should be allowed to read the instruction manual, master the basic performance of the machine, understand the function and operation skills of each control button, and understand the working principle of the machine to operate the machine.

6.9. Correct Operation Guide

1. Before starting the host each time, ensure that the device has no abnormal sound and that there is no other debris on the device.
2. Check whether the tool is used and whether there are sundry objects in the chassis; The starting button should be sensitive, the machine has no abnormal sound, it is strictly prohibited to start without phase; It is strictly prohibited to throw metal materials other than materials into the feed port; The edge of the blade should always be sharp; Whether the hydraulic oil reserves meet the requirements.
3. Before starting the host, ensure that the contact switches are closed.
4. Ensure that the equipment is completely started for 5 minutes without load, and confirm the correct motor steering and normal operation of the equipment before the feeding production.
5. In order to ensure the normal production of the equipment, please ensure the electrical control, the load current of the main motor is set at 70-80% of the rated current.
6. The gap between the two shafts of the double-roll press device can be adjusted according to the actual production of biting material. The gap between the two shafts can be changed by twisting the adjusting bolt beside the motor seat.
7. Before stopping, the machine should be idled for about 10min until all the remaining materials are cut.
8. The feeding of the machine is completed by the conveyor belt. If manual feeding is required, safety protection facilities must be set up to ensure personal safety.

6.10. Overload Protection System

In order to prevent accident and ensure normal operation of the machine, the two shaft shredder is specially equipped with overload protection system.

The rotating claw knife inside the machine is very sharp. The crushing material is large, heavy and hard object which is easy to cause overload; therefore the overload protection device is set; once overload appears, the machine will automatically reverse.

Note: in emergency, press stop button to stop the machine.

Turn off the machine before cleaning or repairing the two shaft shredder.

Ensure the Following Items before Starting up

- ① Ensure that each connecting part is connected firmly of the two shaft shredder;



- ② Remove the residual materials between the blade and clapboard as much as possible;

6.11 Operation and Daily Maintenance

6.11.1 Start and Stop

Open the power switch inside the control box and the indicator light is on when the power is connected; press the green button on the control box and the machine starts to run with the green light on; press the red button on the control box and the machine stops to run; in stopping status of the machine, press blank button and the machine reverse (see attached figure 2).

Note: remove the residual materials in the shredding chamber as much as possible before starting up.

6.11.2 Check

Note: The maintenance and maintenance of the machine should be carried out strictly according to the safety regulations, and the power supply must be cut off.

Note: The following maintenance and maintenance cycle is only 8 hours/day, if more than 8 hours/day, maintenance and maintenance cycle will be shortened. Before the inspection, try to remove the torn indoor residual materials.

Daily check			
Check item	Inspection period	Check item	Inspection period
1.check all the button	Each day	2.check the shredding station	Each day
3.check the current	Each day	4.check the temperature of reducer & motor	Each day
5.take out the remained materials	Each day	6.check the wearing station of the blade	Each week
7.check all the bolts on the shaft	Each month	8.check all the bolts on legs	Each month
9.check the oil level of reducer	Each month	10. check all the bolts on the machine body	Each month
11.remove the dust on the electrical pane and machine	Each month	12.check whether the wires are securely connected to the electrical components	Each month
13.Spray the tool with anti-rust oil	Each month	14.tighten the bolts on the locking plate of shaft	Each month
15.Check the crack welding of the blade	Each month	16.Whether the contact of the electrical component is normal(Professional personnel)	Each year
17.Tool rust removal treatment	Each year	18.Wire refastening	Each year
19.Change the oil seal	Each year	20. Clean the inner of the reducer	Each year



21.replace blade	Each year	22.welding the blades	Each year
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6.11.3 Replace the bearing

The replacement of the reducer end bearing shall be carried out by a professional in the following steps.

1. Stop the biaxial shredding machine and turn off the main power switch;
2. Remove the bolts connecting the hopper and the box body, and hoist it into the hopper;
3. Remove the bolts connecting the reducer with the box, hoist the reducer with a crane, and slowly remove the reducer;
4. Remove the bolts of the bearing through gland cover of the reducer end and the non-reducer end, and remove the bearing through gland cover;
5. Remove the bolts of the upper left box and upper right box, and hoist the upper left box and upper right box;
6. Loosen the round nut on the bearing, remove the round nut, gasket and bearing;
7. Clean the bearing seat and replace the bearing of the same model. The assembly sequence is opposite to the disassembly sequence. When assembling the bearing, pay attention not to damage the bearing.



6.11.4.How to change the blade

The surfacing of the layer of the blades s can be welding if the blade becoming blunt. The process as following:

- 1.Stop the shredding machine, and turn off the power.
2. Remove the bolts connecting the hopper and the box body, and hoist away the feeding hopper;
3. Remove the bolts connecting the reducer , hoist away the reducer with a crane, and slowly remove the reducer;
4. Remove the bolts of the bearing gland cover of the reducer end and the non-reducer end, and remove the bearing gland cover;
5. Remove the bolts of the upper left box and upper right body, and hoist the upper left box and upper right body;
6. Loosen the round nut on the bearing, remove the round nut, gasket and bearing, and clean up the sundries on the spindle;
7. Lock the lifting ring screw on the main shaft of the non-reducer end, lift the main shaft and place it on the ground as horizontal.
8. Remove the bolts on the locking plate (GL21 series small models are round nuts), and then remove the locking plate and adjusting plate (GL21 series small models are baffles);



9. Tap the blade with the copper bar to see if you can take out the knife body.
10. If it is very tight and difficult to take out, install the lifting ring screw on the shaft head end of the non-reducer end spindle; Hoist the main shaft in a vertical way (as the picture as showing here) with a crane, and then beat the knife body with copper bar;
11. Pay attention to your feet and hands while beating the knife body to avoid hitting your feet when the knife body falls;
12. When installing a new knife, we must pay attention to the mark symbol of the knife, and install the knife according to the order provided by our manufacturer. Among them, the sleeve is unified and has no priority.
13. After the whole knife roll is installed, be sure to re-check whether the order of the knife is correct, and only after ensuring that it is correct to carry out the follow-up work;
14. Spray anti-rust oil on the knife roller after installation, and then install the whole machine according to the sequence of 8 to 1.

Notice for locking bolts on the blade and shaft

1. The new equipment should pay attention to the loose bolts of the locking plate. Once loose, it will cause serious accidents (for example, we will not be responsible for any accidents caused by the failure of the following requirements).
2. The new equipment in the normal production of a month, need to check plate bolt, must want to lock for locking bolt, locking force according to the size of the bolt torque wrench has to be used to lock. (the pad bolt for this device is the M12 bolt of 8.8)
3. The bolts should be checked and tightened every three months.
4. Stop the machine and turn off the power, remove the upper left box, tighten the round nut in front of the locking clamp plate on the main shaft, and then tighten the bolts on the clamping plate according to the torque meter.
5. It should also be noted that the top bolts of the partitions at both ends of the box should be checked and tightened every month, and the materials that are particularly difficult to break should be tightened once every two weeks..



Attention for blade change :

- ①.add 22 thread glue when you need to install the screw ;
- ②.Use torque wrench to tighten the screw as following chart :
- ③You can only use the same grade screw as the original ones : Torque (Nm) 12.9grade

Thread specification	M8	M10	M12	M14	M16	M18	M20	M22	M24	M27	M30	M36
(Nm) 8.8	25	49	85	137	206	284	402	539	686	1029	1225	1764
(Nm) 10.9	34	68	117	165	247	341	569	765	981	1472	1962	2453



(Nm)	12.9	42	83	143	225	363	480	676	911	1176	1764	2352	2940
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6.11.5 How to take off the reducer

Step 1: Bind the motor with rope to stabilize it;

The second step: remove the bolts on the connection flange;

The third step: the rotor and the reducer is connected by multiple splines, when removing the reducer, it is necessary to move the reducer in a slow and orderly way, and use bolts to tighten the disassembly port to help to pulling the reducer;

Step 4: Pay attention to personal safety and spline damage in the process of rolling out the reducer.



6.11.6 Maintain the periodic table for reducer

Check item	Inspection period	Check item	Inspection period
1.Check the oil temperature	Every day	7.Add oil after the first add	2000H working time
2.Check the noise	Every day	8.Clean the exhaust cover	Each 3months
3.Check the level of the oil	Every month	9.Check the cooling line for sediment	2000H working time
4.Check the leakage	Every month	10.Check the bolts for tightness	Same time as you add oil
5.Check if there is any water in the oil	At lest One time in a year	11.Full check of reducer	2000H working time
6.Add oil after first use	500H working time		



6.11.7. Trouble Shooting for reducer

Failure	Reason	Solution
Big noise in the joint point	Loose	Readjustment Firmly
Noise Changing	1. Gear tooth broken	Replace new parts
	2. Gear gap too large	Adjust the gap
	3. Gear broken	Replace bearing
High temperature bearing	1. Oil level too high or too low	Check the oil at ambient temperature
	2. Oil too old	Check the time of last changing, oil changing
	3. Bearing broken	Replace bearing
Working temperature over high	1. Oil level too high or too low	Check the oil at ambient temperature
	2. Oil too old	Check the time of last changing, oil changing
	3. Oil polluted	Oil changing
	4. Cooling water flow too low	Clean up the dirty inside
Bear vibration increasing	1. Bearing broken	Replace bearing
	2. Gear broken	Replace gear
Oil leaking	1. Bad seal of the cover box or joint point	Replace seal
	2. Radial seal ring failure	Replace seal ring
Water in the oil	Cooling hose inside failure	Replace hose

6.12. Pressing device

The pressing device is used in the processing of large whole material, through the hydraulic cylinder to drive the pressing arm for circular motion, pressing arm through the role of hydraulic pressure to force the material to the claw knife shredding, which can ensure that the material will not pile up or has been suspended on the knife roll, and greatly improve the shredding efficiency.

The installation sequence of the pressing device: first, install the cylinder seat on the frame, then install the cylinder on the cylinder seat, finally install the pressing arm, and connect the oil pipe.



6.13. Troubleshooting methods about the shredder

Type	Fault phenomenon	Reason	Inspection and maintenance methods
Electrical	The switch frequently self-locks	The overload protection current se-value is too low	Adjust the setting current
		Motor can not be start	Check the reset of three contact switches
		Current is too over	Less feeding
		Switch is too loose	Tighten and reinstall the contact switch
Crushing room	Overheat of crushed material	Mesh is too small	Change fit-able mesh
	Chamber blockage	Too much Materials	Reduce the feed material and keep the feed even
		Jam in the mesh	Clean the screen for inspection
		Cut Gap between the blade	Adjust the gap of rotary blade and fixed blade
Shaft	Vibration in-normal	Shaft is not in balance	Check rotor for eccentricity
		Bearing is damaged	
		The base of the machine is defective	Check and change
	Blade wear anomaly	Capacity is not enough	Check and change
		Blade is not sharp enough	Check and change
		Cut Gap between the blade is too big	Adjust the gap of rotary blade and fixed blade
		External factors (iron)	Install metal detectors
	The cutting clearance changes when the machine is working	Screw of top knife is loose	Tighten the blot
		Fatigue damage of bolt	Change the bolt
		Foreign body on knife plate surface	Clean, remove rust
Bearing	The bearing is too hot	Too much bearing grease	Decrease the bearing grease
Cylinder		Cylinder is damaged	Change



6.14. Wearing parts

	Blade	Oil seal
GLY50130III	26	FB 240X270X15 FB 260X300X20 FB 200X230X15 (each 2PC)

7..Drum screen YXJ1550

7.1Function

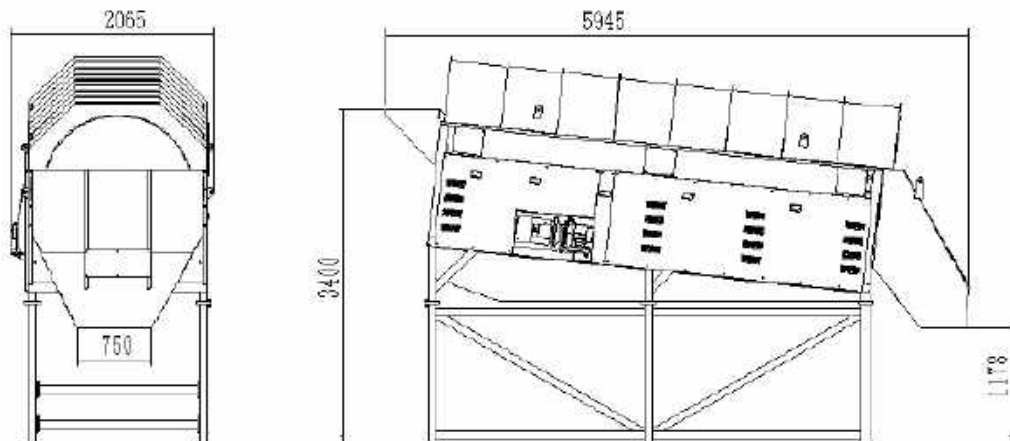
The drum screen is mainly composed of an electric motor, a reducer, a drum device, a frame, a sealing cover, and an inlet and outlet.

The working principle is that the drum device is installed on the frame, and the electric motor is connected to the drum device through a gear chain through a reducer, driving the drum device to rotate. After the material enters the drum device, due to the spiral blade structure inside the drum device, the material on the screen surface flips and rolls, causing qualified materials (products under the screen) to be discharged through the discharge port at the bottom of the rear end of the drum, while unqualified materials are discharged through the discharge port at the bottom. Due to the flipping and rolling of materials in the drum, they may get stuck in the sieve holes, so it is necessary to regularly check the sieve mesh to prevent clogging of the sieve holes.

7.2.Parameter

Model	Drum Diameter(mm)	Power (kw)
YXJ1550	1560	7.5

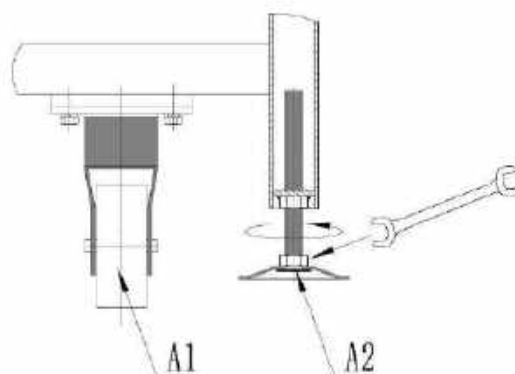
7.3 Structure



7.4. How to move the machine

If you want to move the conveyor, just transfer the support leg nut as counterclockwise rotation with wrench, so that the screw indent to the support legs, and the bracket 4 casters to support the machine fully, and after all, can be move the conveyor by hand.

When the conveyor belt moving to the designated location, fixed the support leg nut as clockwise rotation with wrench and until the support leg can support the conveyor fully and fixed the conveyor at last.



A1 wheel

A2: leg

You can moving the conveyor by lifting the whole conveyor:

Use tow belts to connect with 4 lifting eyes on the conveyor to lift the conveyor. But please make sure no damages during

transportation

You can moving the conveyor by Forklift

If the length of conveyor is more than 3M, you need to apart it into two parts to move.

During transportation of the conveyor by fork lift, please mind to support its middle gravity to avoid eccentricity



7.5. Check before operation

- ①. Check whether there is lubricating oil inside the reducer before starting and view the transparent oil mirror on the reducer;
- ②. Start the motor on the drive roller after power on;
- ③. Check whether the belts operate normally and check whether the side rolling wheel of the belt operates normally;
- ④. Check whether the bearing at the front, end, left and right side operates normally;
- ⑤. Adjust the belt tensioning by adjusting the adjustment screws on the bearing seats at the front and end;
- ⑥. Adjust the conveyor speed with the frequency converter in the electrical control

7.6.Operation training.

The machine should be equipped with professional operators, operators before the post, should carry out professional operation training.

Professional operators should have certain mechanical knowledge, quick response, sensitive action; After determining the operator, it should be allowed to read the instruction manual, master the basic performance of the machine, understand the function and operation skills of each control button, and understand the working principle of the machine to operate the machine.

7.7.Daily operation and maintenance

1. The starting procedure of the machine is: after confirming that everything is normal, turn on the power - start the host - material conveying;
 2. The stop procedure of the machine is: stop feeding, physical transmission is finished - host stop - cut off the power supply.
 3. Keep away from the machine when it is working to ensure personal safety.
- Daily check

Number	Fault	Cause	Troubleshooting
1	Unclear impurity removal	1. Damaged sieve drum	1. Repair or replace the sieve drum
		2. Damaged guide screw	2. Repair guide spiral
		3. The sieve barrel and sieve holes are incorrect	3. Replace the appropriate sieve cylinder
2	The production	1、Sieve blockage	1. Maintenance and cleaning



	does not meet the requirements		brush
		2. Speed reduction	2. Repair the circuit or reducer
		3. Insufficient incoming materials	3. Maintenance of upper equipment
3	Intense noise and vibration	1、Bearing broken	1、Change bearing
		2、Reducer broken	2、Maintenance of gearbox
		3、The sieve Drum bolt is loose	3. Retorque
		4、Chain broken	4. Tighten the chain appropriately or replace the sprocket set
4	Unable to start	1、Circuit malfunction	1. Troubleshooting circuit faults
		2、Accumulated material not removed	2. Clearing accumulated materials

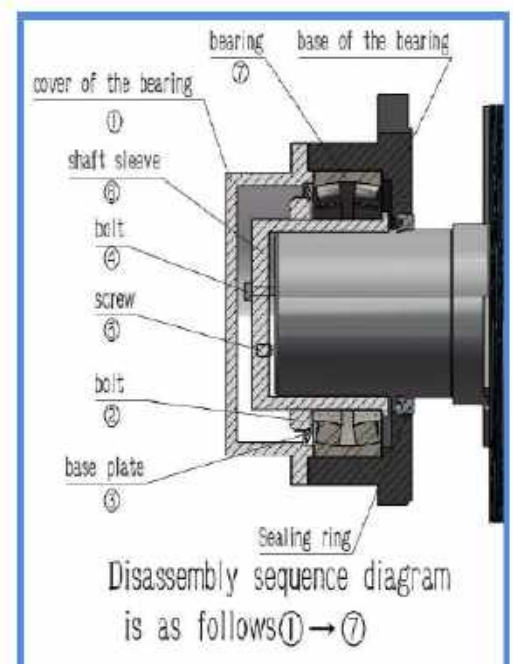
8.Common parts maintenance

1. Daily maintenance: It is found that the conveyor has abnormal operation and noise phenomenon, it should be repaired in time to prevent the operation with disease, and the wearing parts should be replaced in time.

2. Annual maintenance: once every 1 to 2 years. During maintenance, the belt shall be replaced. According to the running condition, update the rolling bearing and other parts when necessary, and reinstall, debug and spray paint.

8.1 .How to replace the bearing

- 1 Stop the crusher.
- 2 Uninstall belt cover and the belt.
- 3 Uninstall belt pulley.





- 4 Uninstall speed crusher.
- 5 Open cover of bearing seat.
- 6 Take off limit rings or round nuts
- 7 Uninstall bearing seat and bearings.
- 8 Clean the bearing seat and change with new bearings of the same model. Then install them according to these steps reversely.
9. Do not damage bearings in installation.

8.2. Bearing lubrication:

1. Bearing grease uses No. 2 lithium grease (Great Wall brand, Shell, MOBIL, TOTAL, TEXACO brand). The filling amount of grease is generally appropriate for 1/3 ~ 1/2 of the bearing cavity space, and should not exceed 2/3 of the whole space at most.
2. The normal temperature range of lithium base grease (-20°C to 120°C), if the machine is used in an extremely cold environment, to use antifreeze lithium base grease.
3. The bearing has been greased, after every 3000 hours of operation, grease, when the operation of 15000 hours, replace the new bearing. The grease should be 2# lithium base grease.
4. If appropriate lubricating oil is not used, excessive or insufficient lubricating oil will lead to overheating and serious wear. We refuse to accept responsibility for this situation.

8.3 Attention for reducer operation

1. Before starting the machine, be sure to check whether the lubricating oil surface height meets the requirements (80% of the oil mirror), and check whether the rotation is flexible;
2. If the reducer is used for the first time, load step by step after empty operation. Add 20% rated load for each stage and run for 1~2 hours until rated load. Normal operation occurs without abnormal phenomenon.
3. The reducer should be idled for 5 to 10 minutes (if the reducer is equipped with a motor gear pump, the motor gear pump should be started before the reducer is started), so that the bearings and gears are fully lubricated before loading and using. According to the operating conditions of the reducer, the reducer surface, lubricating oil may reach quite high temperature, be careful of burns!
4. When the ambient temperature is below 0°C, the lubricating oil must be heated to above 0°C or the lubricating oil with low freezing point should be used before starting. It is better to run for a few minutes without load before starting.
- 5 According to the operating conditions of the reducer, the reducer surface, lubricating oil may reach quite high temperature, be careful of burns!
- 6 reducer oil pool maximum temperature does not exceed 90°C, should stop using to find out the cause and troubleshoot, if necessary with the company's post-sale service department contact.



7. If the reducer is water cooled, the cooling water should be connected, and the cooling water can flow through the reducer in any direction. The pressure of cooling water shall not exceed 8 bar. In order to avoid excessive pressure, the inlet of cooling water must be equipped with a flow control device (e.g. pressure reducing valve or stop valve);

8.4. Reducer maintenance

1. Overhaul, maintenance, maintenance and installation of the reducer must be carried out when the reducer is shut down;
2. When installing and disassembling the reducer, it is not allowed to knock any part of the reducer with a heavy hammer;
3. The new machine in the first use of oil, 500 hours after use, replace the new oil, and the internal oil wash.
4. Replace the oil with new oil after 1000 hours of use for the second time, and replace it with new oil after 2000 hours of use.
5. When replacing lubricating oil, be careful not to be scalded by hot oil;
6. When cleaning the internal oil pollution of the reducer, the reducer must not be cleaned with high pressure cleaning equipment;
7. Choose VG320 lubricating oil (City brand, shell, MOBIL, TOTAL, TEXACO brand VG320 lubricating oil) lubricating oil, regularly check the oil quantity and compensation lubricating oil;
8. When replacing lubricating oil varieties, the sediment and metal particles inside the reducer box should be washed with lubricating oil;
9. The bolts damaged during installation or disassembly must be used back to the same grade and type of new bolts;
10. The reducer is not allowed to carry out welding work, nor is it allowed to be used as the ground point of welding work.

8.5 Maintenance Periodic Chart

Checking Item	Checking Periodic	Checking Item	Checking Periodic
1.Oil Temperature	Everyday	7. Oil Changing	Every 3000 Hours
2.Abnormal Noise	Everyday	8.Ventilation Cap	Every 3 months
3.Oil Level	Every Month	9.Blocking in the cooling hose	2 Year, when oil changing
4.Oil Leaking	Every Month	10.Bolts Tightness	when oil changing
5.Water in the oil	Once A Year	11.Full aspect	2 Year, when oil changing
6.New Machine Oil Changing	Every 400 Hours		



8.6 Trouble Shooting

Failure	Reason	Solution
Big noise in the joint point	Loose	Retighten Firmly
Noise Changing	1.Gear tooth broken	Replace new parts
	2.Gear gap too large	Adjust the gap
	3.Gear broken	Replace bearing
High temperature bearing	1.Oil level too high or too low	Check the oil at ambient temperature
	2.Oil too old	Check the time of last changing, oil changing
	3.Bearing broken	Replace bearing
Working temperature over high	1. Oil level too high or too low	Check the oil at ambient temperature
	2. Oil too old	Check the time of last changing, oil changing
	3. Oil polluted	Oil changing
	4. Cooling water flow too low	Clean up the dirty inside
Bear vibration increasing	1.Bearing broken	Replace bearing
	2.Gear broken	Replace gear
Oil leaking	1.Bad seal of the cover box or joint point	Replace seal
	2.Radial seal ring failure	Replace seal ring
Water in the oil	Cooling hose inside failure	Replace hose

7..Oil for some parts

Oil for some parts		
Reducer	L-CKD320 lubrication oil M-SHC632 Mobil gear oil	For the first time, replace the new oil after 500 hours of use, and flush the internal oil. For the second time, replace the new oil after 1000 hours of use, and replace the new oil after 2000 hours of use.
Bearing	2#grease	After every 3000 hours of operation, add grease, when the operation of 15000 hours, replace the new bearing. Refueling volume 1/3 ~ 1/2
Gear	L-CKD320 lubrication oil SHC632 Mobil gear oil	Fill oil once a month



9. Summary of Daily Maintenance of Production Line

Equipment operation:
1. After running the equipment for 3 to 4 hours, use a temperature measuring gun to check the temperature of the bearings and motors of each equipment. A temperature not higher than 40 °C at room temperature is considered normal. While measuring the temperature, check for any abnormal noises in the motor and bearings.
2. Record the feeding situation of each shift, and if there is a continuous decrease in production capacity. Please arrange maintenance personnel to inspect and replace the cutting tools of the dual axis shredder.
3. Inspect the production line every hour and check if there is any stacking at the feeding port of the dual axis machine. If stacking occurs, please notify the feeding personnel to slow down the feeding speed.
Before shutdown:
1. Stop feeding in advance and wait until there is no material in the crusher before stopping the production line
2. Clean up the dust and garbage in the work area after each shift and maintain environmental hygiene
Weekly inspection items
1. Check the top bolt of the main shaft locking clamp of the dual axis machine, and replace the corresponding bolt according to the wear situation
2. Check the wear of the cutting tools of the dual axis shredder, and repair or replace them according to the situation
Monthly maintenance and inspection items
1. Adjust the conveyor belt and clean the active drum on the feeding side of the belt
2. Add lubricating grease (No. 2 lithium grease) to the bearings
3. Add lubricating oil to the gearbox (LCKD320 lubricating oil)

ATTACHMENT 8H

Emergency services agreement

Emergency Service Agreement

Contaminated Water Removal

This Emergency Service Agreement (the "Agreement") is made and entered into on this 7/8/2025 by and between:

Upcycle Tyre Service



King Kirra Group



1. Purpose of the Agreement

This Agreement establishes a formal arrangement for the rapid response and removal of contaminated firewater to support a reduction in the required on-site bunding volume, in compliance with the Department of Fire and Emergency Services (DFES) and the Department of Water and Environmental Regulation (DWER) requirements.

2. Scope of Services

The Service Provider agrees to provide the following services on a 24/7, on-call, and emergency basis:

- **Emergency Response:** Respond to a request from the Client to remove contaminated liquids from the site.
- **Response Time:** Arrive at the Client's site within as soon as practically possible or within 90 minutes max of receiving a confirmed emergency call. This response time is critical for the Client's regulatory compliance.
- **Water Removal:** Utilise appropriate equipment (vacuum trucks, tankers) to remove and safely transport contaminated liquids from a designated collection point. The capacity to be removed within a 4-hour window is a minimum of **166 kL**.
- **Multi-Vehicle Response:** The Service Provider will deploy enough trucks/tankers to meet the **166 kL** removal requirement within the 4-hour window. The detailed multi-vehicle deployment plan is attached as Appendix B.
- **Collection Point:** The Client will provide the Service Provider with 24/7 access to the site for the purpose of removing liquids from the designated collection point (sump and/or off-take pipe).
- **Disposal:** Safely transport and dispose of all collected contaminated liquids in accordance with all relevant state and federal regulations.
- **After-Event Decontamination:** Provide services for the removal of burnt materials and the cleaning of the bunded area following an incident, if requested by the Client.

3. Pricing and Invoicing

- **Schedule of Rates:** The rates for services rendered under this Agreement are as per the attached Schedule of Rates (see Appendix A). The Service Provider warrants that these rates are current and will be honoured for the duration of this Agreement.
- **Purchase Orders:** The Client will issue a framework or open Purchase Order (PO) to the Service Provider at the commencement of the agreement, which will be valid for the scope and duration of the agreement. The Service Provider agrees to accept this PO as a standing confirmation of service authorization.

- **Invoicing:** The Service Provider will submit an invoice for services provided, detailing the volume of liquid removed, time spent on site, and all other relevant charges. Payment terms are thirty (30) days.

4. Responsibilities of the Parties

Client Responsibilities:

- Issue a framework PO to the Service Provider upon commencement of the agreement.
- Provide a primary and a secondary emergency contact number to the Service Provider.

Service Provider Responsibilities:

- Maintain the resources and personnel required to meet the 24/7 response time and removal capacity requirements. This includes having a documented plan for the coordinated deployment of multiple vehicles, as detailed in Appendix B, to meet the required removal volume and timeframes.
- The Client understands that the Service Provider may need to use a third party/ subcontractors to fulfill the obligations of this agreement. This is permitted, provided that all conditions, including response time, removal capacity, and agreed-upon rates, are fully maintained.
- Ensure all equipment is in good working order and suitable for the task.
- Comply with all health, safety, and environmental regulations during the performance of the services.
- Notify the Client immediately if there is any inability to meet the agreed-upon response time, or any change in circumstances that would affect the Service Provider's ability to meet the scope and capabilities of this agreement.

5. Term and Termination

This Agreement shall be effective from the date signed by both parties and will remain in force for a period of 24 months, automatically renewing unless terminated by either party with thirty (30) days written notice.

6. Emergency Contact Information

Client Emergency Contact:

- Name: [REDACTED]
- Phone: [REDACTED]
- Name: [REDACTED]
- Phone: [REDACTED]

Service Provider Emergency Contact:

- 24/7 Emergency Response Phone Number: [REDACTED]

Signatures

For the Client:

[REDACTED]

Name: [REDACTED]
Title: Director
Date: 7/8/2025

For the Service Provider:

[REDACTED]

Name: [REDACTED]
Title: Director
Date: 7/8/2025

Appendix A: Schedule of Rates *** Rates not displayed on version for commercial reasons*

Service	Rate
Emergency Call-Out Fee	
Per kL removal rate	
Hourly Rate (for additional work)	
Other Fees	

Appendix B: Multi-Vehicle Response Framework

This appendix contains the structured deployment plan for contaminated water removal, demonstrating how the required 166 kL capacity will be met within the 4-hour response window.

Multi-Vehicle Response Framework

This document outlines the structured deployment plan for contaminated water removal, demonstrating how the required 166 kL capacity will be met within the 4-hour response window. This plan is designed to address the firewater runoff from **3 fire hydrant outlets discharging simultaneously at 10 liters per second**, as per the DFES GN02 guidance.

This discharge rate results in a total firewater generation rate of 108 m³/h (or 36 m³/h per hydrant), leading to a total volume of 432 m³ over the 4-hour duration. The purpose of this framework is to manage the removal of the portion of this volume that exceeds the on-site containment capacity.

Vehicle #	Capacity (kL)	Cumulative Capacity (kL)	Required On-Site By (HH:MM)
1	30	30	00:30
2	30	60	01:00
3	30	90	01:30
4	30	120	02:00
5	30	150	02:30
6	30	180	03:00

Note: The capacities and timings above are an approximate guide to provide a structured framework. The final documented plan will be based on the specific capacity and response logistics confirmed by the Service Provider.