

s47F

From: s47F
Sent: Saturday, 6 March 2021 4:52 PM
To: s47F
Cc: s47F
Subject: CKI Fire [SEC=OFFICIAL]
Attachments: DSCF1060.JPG; DSCF1061.JPG; DSCF1062.JPG

OFFICIAL

Hi All,

A couple of photos of the site.

There will be a large impact on service delivery and to island residence.

Once the dust has settled there will need to be discussions on contingency arrangements until Cocos Autos is operational again.

Kind regards

s47F

OFFICIAL







s47F

From: s47F
Sent: Monday, 8 March 2021 5:55 PM
To: s47F
Subject: FW: Cocos Direct Brigade Alarms [SEC=OFFICIAL]
Attachments: Direct Brigade Alarm Register May 2020.docx

Item of discussed.

s47F

jll.com.au

From: s47F
Sent: Monday, 1 June 2020 11:16 AM
To: s47F
Cc:
Subject: [EXTERNAL] Cocos Direct Brigade Alarms [SEC=OFFICIAL]

OFFICIAL

G'day s47

I am trying to tidy up the Direct Brigade Alarms project. The physical infrastructure has been installed and is reasonably 'functional'

IOTA still has a problem with a direct call out to the Fire Brigade due to a lack of technology and infrastructure which I am trying to resolve.

The other part of the program is sorting out who is a 'keyholder' to be called upon activation of an alarm. Attached is my first rough draft for both Islands.

The problem I have and would like to discuss, first relates to the Barrack Store on Cocos West Island, it belongs to IOTA and shared by IOTA/Toll. I asked s47F who would be the keyholder and he nominated JLL????

I have two questions – is this a service JLL would provide under the building contract? If yes what number would we use?

Normally a keyholder would be someone who occupies the building and is available to attend once the alarm is checked and the all safe given.

My intent here is to determine what is reasonably possible before I report on it so happy to discuss first.

Emergency Management Officer

Indian Ocean Territories Administration
 Department of Infrastructure, Transport, Regional Development and
 Communications
 PO Box 868, Christmas Island Indian Ocean WA 6798

s47F



Australian Government
Department of Infrastructure, Transport, Regional Development and Communications

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OFFICIAL

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Direct Brigade Alarm Register

s22					serviced by Fire Safety Services

Direct Brigade Alarm Register

Cocos (Keeling) Island (CKI)				
Site	Phone Line No.	Keyholder	Site Location	Comment
			s22	
			s22	

Direct Brigade Alarm Register

s22						
12. WI Water Corp. Admin	s 47F	Sydney Hwy	s22			
16. WI Barracks Store	s4 7F	JLL IOTA Operations Manager Wk: s4 7F	Alexander St	Toll shares occupancy withToll		
		s22				



s47F

From: s47F
Sent: Monday, 8 March 2021 6:22 PM
To: s47F
Cc:
Subject: FW: Cocos Autos Fire

Good Afternoon All

As per the queries raised below, JLL will shortly send through the responses to s47E(c) queries regarding the Fire Panel activities in relation to the project works last week.

With regard to the Phone Alarm calls, JLL are not familiar with the operation of this system, the implementation was handled remotely and JLL are yet to receive a project handover regarding management or servicing of this equipment.

So it may be pertinent to check the project handover details to confirm the operation set up and functionality of this new system.

Please do not hesitate to reach out should further information be required.

Thank you

s47F

jll.com.au

From: s47E(c)
Sent: Monday, 8 March 2021 10:25 AM
To: s47F
Cc: s47E(c)
Subject: [EXTERNAL] COCOS AUTOS FIRE

Hi s47F

I am making inquiries in relation to the fire at Cocos Autos on Saturday 6 March 2021. I attended the WaterCorp office this morning and reviewed the data relating to fire alarm zone 6 (Cocos autos). The data displayed the activation occurred at 12:21:51 on 30 04 1986. This is obviously incorrect. Speaking with staff s47F at WaterCorp I have ascertained the following,

- Fire panel was recently disconnected and relocated as a result of renovations at WaterCorp premises
- Power was disconnected to panel on Friday March 2021, by contractors of s 47F
- Phone line to alert authorities of fire activation was not reconnected after panel relocation
- Panel was restored to mains power on Sunday 7 March 2021
- Two fire alarm calls were initiated by the panel at 0755/56hrs on Saturday 6 March. One call was directed to s47F residence and the other s47F. No message was received upon answer, however he recognized the ring as the fire alarm activation. It is unknown why these calls were initiated by the panel PBX system.

Can you advise me who was responsible for the alarm panel issues after relocation and which authorities were advised?

Kind regards

s47E(c)

Officer In Charge
COCOS (KEELING) ISLANDS POLICE
ACT POLICING
Tel s47E(c)



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s47F

From: s47F
Sent: Monday, 8 March 2021 6:38 PM
To: s47F
Subject: RE: Cocos Direct Brigade Alarms [SEC=OFFICIAL]

OFFICIAL

Hi s47F

Yes, this is where I believe we are at with the new system.

Recall we advised s47F would be the best contact for Barrack store.

I have not had notification of completion or handover of the system so not sure if there is still some ongoing issues.

s47F would have conducted a handover to the incoming EMO so hopefully they will be able to shed some more light on this.

Regards

s47F

s47F

Acting Director
 Indian Ocean Territories
 Government Arrangements
 | Territories Division
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 Communications
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 6831

s47F

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www.infrastructure.gov.au



Australian Government

**Department of Infrastructure, Transport,
 Regional Development and Communications**

The department proudly acknowledges the Traditional Owners and Custodians of Australia, and their continuing connections to the land, waters and communities. We pay our respects to them and to their Elders past, present and emerging.

OFFICIAL

From: s47F
Sent: Monday, 8 March 2021 2:55 PM
To: s47F
Subject: FW: Cocos Direct Brigade Alarms [SEC=OFFICIAL]

Item of discussed.

s47F

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From: s47F
Sent: Monday, 1 June 2020 11:16 AM
To: s47F
Cc:
Subject: [EXTERNAL] Cocos Direct Brigade Alarms [SEC=OFFICIAL]

OFFICIAL

G'day s47F

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Emergency Management Officer

Indian Ocean Territories Administration
Department of Infrastructure, Transport, Regional Development and
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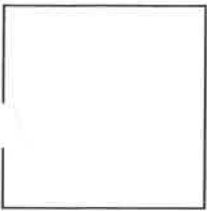
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s47F

From: s47F
Sent: Tuesday, 9 March 2021 11:28 AM
To: s47E(c)
Cc: s47F
Subject: RE: Cocos Autos Fire

Good Morning s47F

I can confirm that s47F has passed on feedback that the new system was not operational, as this system had not been handed over by the project contractor or the landlord representatives that were managing the project we were not aware that it had been finalised, the maintenance or management of this system had not been communicated to JLL, so this feedback from s47F was treated as anecdotal until we were advised to manage this infrastructure.

The last communications I received from the previous EMO in June 2020 indicated that the system installation had not been finalised. JLL have not received any additional communication from the landlord with regard to this system, the change over from the old to the new.

I was of the understanding that Fire and Safety services had also passed this feedback on directly to the client who was responsible for the project implementation and had similar issues with the system in their buildings?

Please do not hesitate to contact me should you require additional information or assistance.

Thank you

s47F

jll.com.au

From: s47E(c)
Sent: Tuesday, 9 March 2021 7:23 AM
To: s47F
Subject: [EXTERNAL] RE: Cocos Autos Fire

Hi s47F

Thank you for the clarification.

The JLL contractor Fire and Safety Services s47F has involved AFP in previous tests of the phone notification system connected to numerous fire panels on Cocos Keeling islands. Can you confirm that this process was never communicated to JLL?

Kind regards

s47E(c)
Officer In Charge
 COCOS (KEELING) ISLANDS POLICE
 ACT POLICING
 Tel s47E(c)

From: s47F

Sent: Monday, 8 March 2021 14:24

To: s47E(c)

Cc: s47E(c); s47F

s47F

Subject: RE: Cocos Autos Fire

Good Afternoon s47F

As discussed earlier, please see below the details provided by the JLL Engineering team with regard to recent project works with the FIP in the LIA.

- 1- The Fire Indicator Panel (FIP) was already re-instated prior to the incident, with the exception of the detectors in the Water Corp. office Zone 2 (the relocation of FIP to the common areas where to be accessible by authorities was included in the scope of this project).
- 2- FSS confirmed that Cocos Auto's Zone 6 was not a zone in fault at the time of last testing that was conducted on the 26th of February 2021.
- 3- s47E(c) advised that they had a local worker s47F of Cocos Island Maintenance) at the Water Corp. worksite on Saturday morning who has confirmed that he heard the fire alarm went off.

As stated earlier JLL are not aware of the current status of the phone system connected to the units, there is yet to be a formal handover of this equipment to JLL or our service contractor.

I trust the above helps to clarify the status from the project perspective, should you require additional information or assistance please do not hesitate to reach out.

Thank you

s47F

jll.com.au

From: s47E(c)

Sent: Monday, 8 March 2021 10:25 AM

To: s47F

Cc: s47E(c)

Subject: [EXTERNAL] Cocos Autos Fire

Hi s47F

I am making inquiries in relation to the fire at Cocos Autos on Saturday 6 March 2021. I attended the WaterCorp office this morning and reviewed the data relating to fire alarm zone 6 (Cocos autos). The data displayed the

activation occurred at 12:21:51 on 30 04 1986. This is obviously incorrect. Speaking with staff s 47F at WaterCorp I have ascertained the following,

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Can you advise me who was responsible for the alarm panel issues after relocation and which authorities were advised?

Kind regards

s 47E(c)

s47E(c)

Officer In Charge

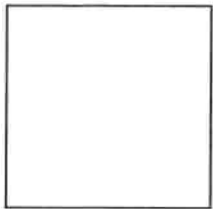
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Tel s47E(c)



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s47F

From: s47F
Sent: Monday, 8 March 2021 10:47 PM
To: s47F
Subject: RE: URGENT - Fire & Safety Services Report - LIA Cocos Island
Attachments: Dept of Finance JLL - Inv 266462 - LIA WI. - Maint MR01907 November 20.pdf; Dept of Finance JLL - Inv 266810 - LIA CKI - Maint MR0195 December 20.pdf; Dept of Finance JLL - Inv 266826 - LIA - Maint Report MR01972 January 21.pdf; Dept of Finance JLL - Inv 265789 - LIA - Annual Maint MR01815 August 20.pdf; Dept of Finance JLL - Inv 266011 - LIA - FIP - MR01853 September 20.pdf; Dept of Finance JLL - Inv 266038 - LIA - Maint - MR01878 October 20.pdf; Dept of Finance JLL - Inv 266848 - LIA CKI Maint MR02000 Feb 21.pdf

Importance: High

Good Afternoon s47F

. or discussion when you have a moment, please see attached the service reports for the past 6 months, Fire and Safety were keen to forward these on to AFP and DFES, I have requested they do not, as I do not believe they paint a full picture of all of the Fire & Safety equipment reporting currently available.

As you know from being involved at the time, we referred these services reports and the relevant quotes to JLL Engineering last year as there were too many items that were too expensive on these reports for us to action in our annual R&M budget.

JLL Engineering arranged for BCA to complete an investigation on some of the identified items on similar reports for the LIA, CI Hospital and West Island Shelter and are working on alternate quotes for others to try and get the best value for money. CIMS quote is cheaper but there may be potential benefits to using Fire and Safety over CIMS, JLL EOS are just reviewing this now.

I appreciate that Fire and Safety have founds this process frustrating but JLL have attempted to see if we could gain some savings from linking these works with the large amount of works required at CI Hospital and across the portfolio, in addition to escalating the larger more complex issues raised to the Fire Engineers for review.

I am conscious that should Fire and Safety feel that JLL are not being transparent through the process you are aware of their request.

Thank you

s47F

jll.com.au

From: Fire & Safety Services - Christmas Island s47E(c)

Sent: Monday, 8 March 2021 4:21 PM

s47F

Subject: [EXTERNAL] RE: URGENT - Fire & Safety Services Report - LIA Cocos Island

Importance: High

Hi All,

Please find attached reports for the LIA dating back to the last fire detection and alarm system annual test in August 2020.

I have been requested to provide these reports to the AFP on Cocos. I have informed them that we were re-sending them through to building management to pass on to DFES investigators. With your approval I will also send them through directly to the Cocos Police to aid in their investigation.

Please advise how you want us to go ahead.

Kind regards,

s47F

Fire & Safety Services Co.
Gaze Rd, Christmas Island
WA 6798

s47F



From: s47F
Sent: Monday, 8 March 2021 8:38 AM
To: s47F -Fire & Safety Services'; Fire & Safety Services - Christmas Island
Subject: URGENT - Fire & Safety Services Report - LIA Cocos Island
Importance: High

Good Morning s47F

Hope you are well.

Can you please send me all the fire & safety service report for LIA for the past 6 months please? This is an urgent one as two of the shed got burnt down on Saturday Morning, DFES will be there tomorrow.

Thanks s47F

Kind regards,

s 47F

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Report Number: MR01907

Department of Finance c/ Jones Lang Lasalle
Level 29, Central Park
152 St Georges Terrace
Perth WA 6000
Australia

Location: Light Industrial Area, West Island CKI

Dear **s47F**

Monthly Maintenance Report for November 2020

Following our recent testing at the LIA on the 26th of November 2020 we wish to advise you of the following information:

Fire Detection and Alarm System:

- Conventional fault in zone 11 Paint store. Investigated fault and found issue with cabling. Suspect underground. Requires urgent repair.
- Zone 9 left isolated as continual false alarms occurring. Requires urgent repair.
- Alarm signaling equipment (ASE) has no power. Not calling out as intended. ASE blowing auxiliary fuse in FIP and causing alarm sounders not to operate. Replaced fuse and removed ASE from aux power supply. System not monitored until issue with power supply for the ASE is rectified. Requires urgent attention.
- Alarm signaling equipment does not monitor isolate or fault conditions.
- 4 x Sounders in Zones 2, 3 and 9 failed to operate. Require replacement.
- 4 x Strobe lights in Zones 3, 7 and 9 failed to operate. Require replacement.
- New wall in zone 1, block plan requires updating.
- Zone 12 Parks shed requires additional programming (relay 12).
- 1 x smoke detector in zone 7 Thompsons construction workshop failed testing. Requires replacement.
- 1 x weatherproof heat detector in zone 9 vehicle shed failed testing. Requires replacement.
- Intermittent fault in zone 9, suspect aged cabling. Recommend rewire of and installation of 4 x new weatherproof thermal detectors to suit. We have previously done this for the front run of zone 9 vehicle shed to minimise earth faults.
- Upon inspection of components we found 4 x smoke detectors to be past their service life. AS1851.2012 appendix G5 states that every 10 years from the date of installation, all smoke detectors shall be replaced with cleaned and recalibrated or new detectors. These detectors require replacement.
- 3 x old style manual call points installed in Thompson constructions and Cocos Autos. Recommend replacement.
- Conduit in Co-op workshop is hanging by cable in one area.
- New Parks shed is not protected by detection system. 5 x detectors should be installed. Recommend further investigation.

s22

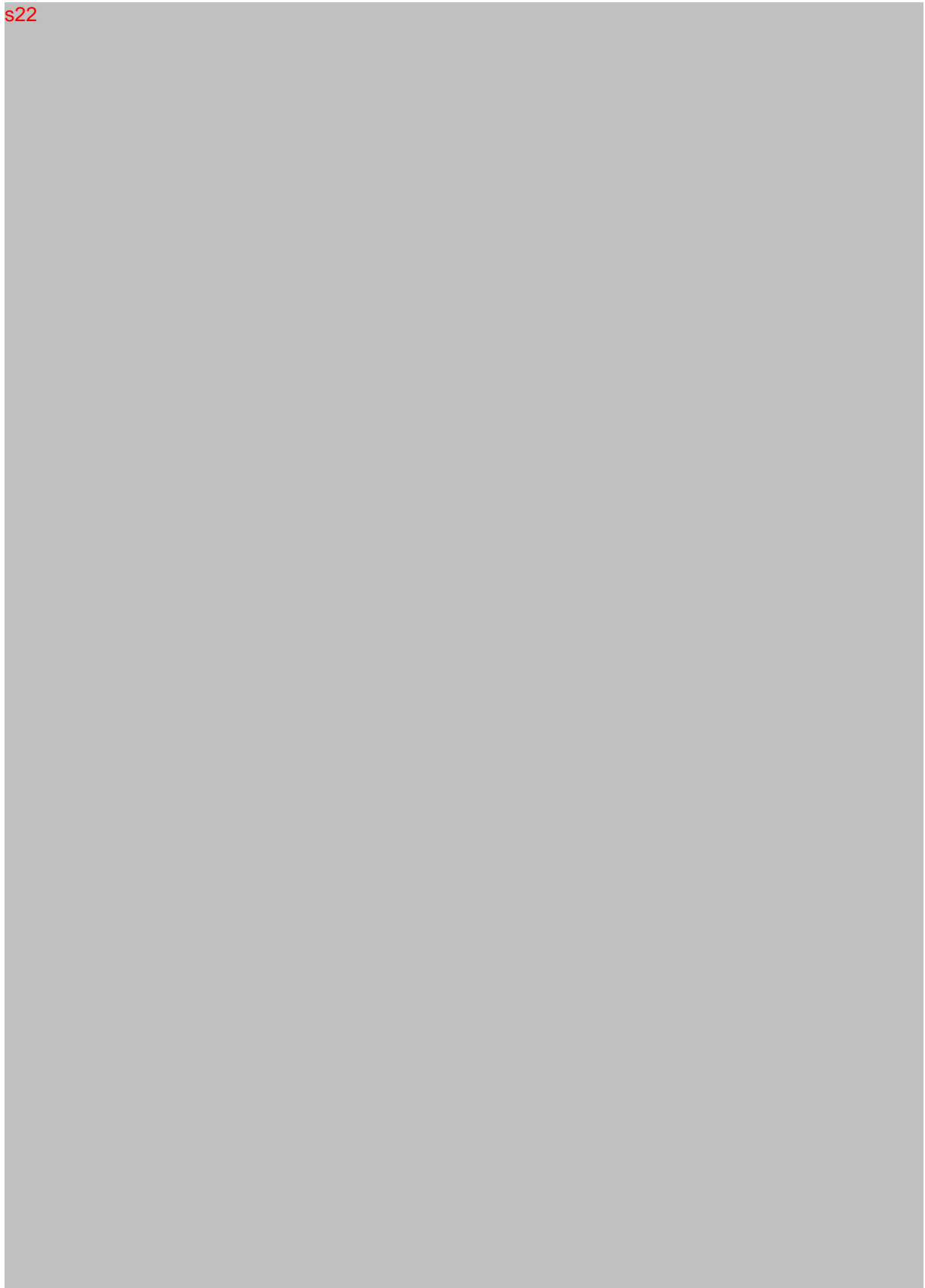
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CHRISTMAS ISLAND
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ABN 28 080 273 758

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KIMBERLEY, PILBARA & MID WEST REGIONS

Report Number: MR01954

Department of Finance c/ Jones Lang Lasalle
Level 29, Central Park
152 St Georges Terrace
Perth WA 6000
Australia

Location: Light Industrial Area, West Island CKI

Dear **s47F**

Monthly Maintenance Report for November 2020

Following our recent testing at the LIA on the 21st of December 2020 we wish to advise you of the following information:

Fire Detection and Alarm System:

- Conventional fault in zone 11 Paint store. Investigated fault and found issue with cabling. Suspect underground. Requires urgent repair.
- Zone 9 left isolated as continual false alarms occurring. Requires urgent repair.
- Alarm signaling equipment (ASE) has no power. Not calling out as intended. ASE blowing auxiliary fuse in FIP and causing alarm sounders not to operate. Replaced fuse and removed ASE from aux power supply. System not monitored until issue with power supply for the ASE is rectified. Requires urgent attention.
- Alarm signaling equipment does not monitor isolate or fault conditions.
- 4 x Sounders in Zones 2, 3 and 9 failed to operate. Require replacement.
- 4 x Strobe lights in Zones 3, 7 and 9 failed to operate. Require replacement.
- New wall in zone 1, block plan requires updating.
- Zone 12 Parks shed requires additional programming (relay 12).
- 1 x smoke detector in zone 7 Thompsons construction workshop failed testing. Requires replacement.
- 1 x weatherproof heat detector in zone 9 vehicle shed failed testing. Requires replacement.
- Intermittent fault in zone 9, suspect aged cabling. Recommend rewire of and installation of 4 x new weatherproof thermal detectors to suit. We have previously done this for the front run of zone 9 vehicle shed to minimise earth faults.
- Upon inspection of components we found 4 x smoke detectors to be past their service life. AS1851.2012 appendix G5 states that every 10 years from the date of installation, all smoke detectors shall be replaced with cleaned and recalibrated or new detectors. These detectors require replacement.
- 3 x old style manual call points installed in Thompson constructions and Cocos Autos. Recommend replacement.
- Conduit in Co-op workshop is hanging by cable in one area.
- New Parks shed is not protected by detection system. 5 x detectors should be installed. Recommend further investigation.

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Report Number: MR01972

Department of Finance c/ Jones Lang Lasalle
Level 29, Central Park
152 St Georges Terrace
Perth WA 6000
Australia

Location: Light Industrial Area, West Island CKI

Dear **s47F**

Monthly Maintenance Report for January 2021

Following our recent testing at the LIA on the 28th of January 2021 we wish to advise you of the following information:

Fire Detection and Alarm System:

- Conventional fault in zone 11 Paint store. Investigated fault and found issue with cabling. Suspect underground. Requires urgent repair.
- Zone 9 left isolated as continual false alarms occurring. Requires urgent repair.
- Zone 2 isolated for asbestos removal works in Watercorp office.
- Alarm signaling equipment (ASE) has no power. Not calling out as intended. ASE blowing auxiliary fuse in FIP and causing alarm sounders not to operate. Replaced fuse and removed ASE from aux power supply. System not monitored until issue with power supply for the ASE is rectified. Requires urgent attention.
- Alarm signaling equipment does not monitor isolate or fault conditions.
- 4 x Sounders in Zones 2, 3 and 9 failed to operate. Require replacement.
- 4 x Strobe lights in Zones 3, 7 and 9 failed to operate. Require replacement.
- New wall in zone 1, block plan requires updating.
- Zone 12 Parks shed requires additional programming (relay 12).
- 1 x smoke detector in zone 7 Thompsons construction workshop failed testing. Requires replacement.
- 1 x weatherproof heat detector in zone 9 vehicle shed failed testing. Requires replacement.
- Intermittent fault in zone 9, suspect aged cabling. Recommend rewire of and installation of 4 x new weatherproof thermal detectors to suit. We have previously done this for the front run of zone 9 vehicle shed to minimise earth faults.
- Upon inspection of components we found 4 x smoke detectors to be past their service life. AS1851.2012 appendix G5 states that every 10 years from the date of installation, all smoke detectors shall be replaced with cleaned and recalibrated or new detectors. These detectors require replacement.
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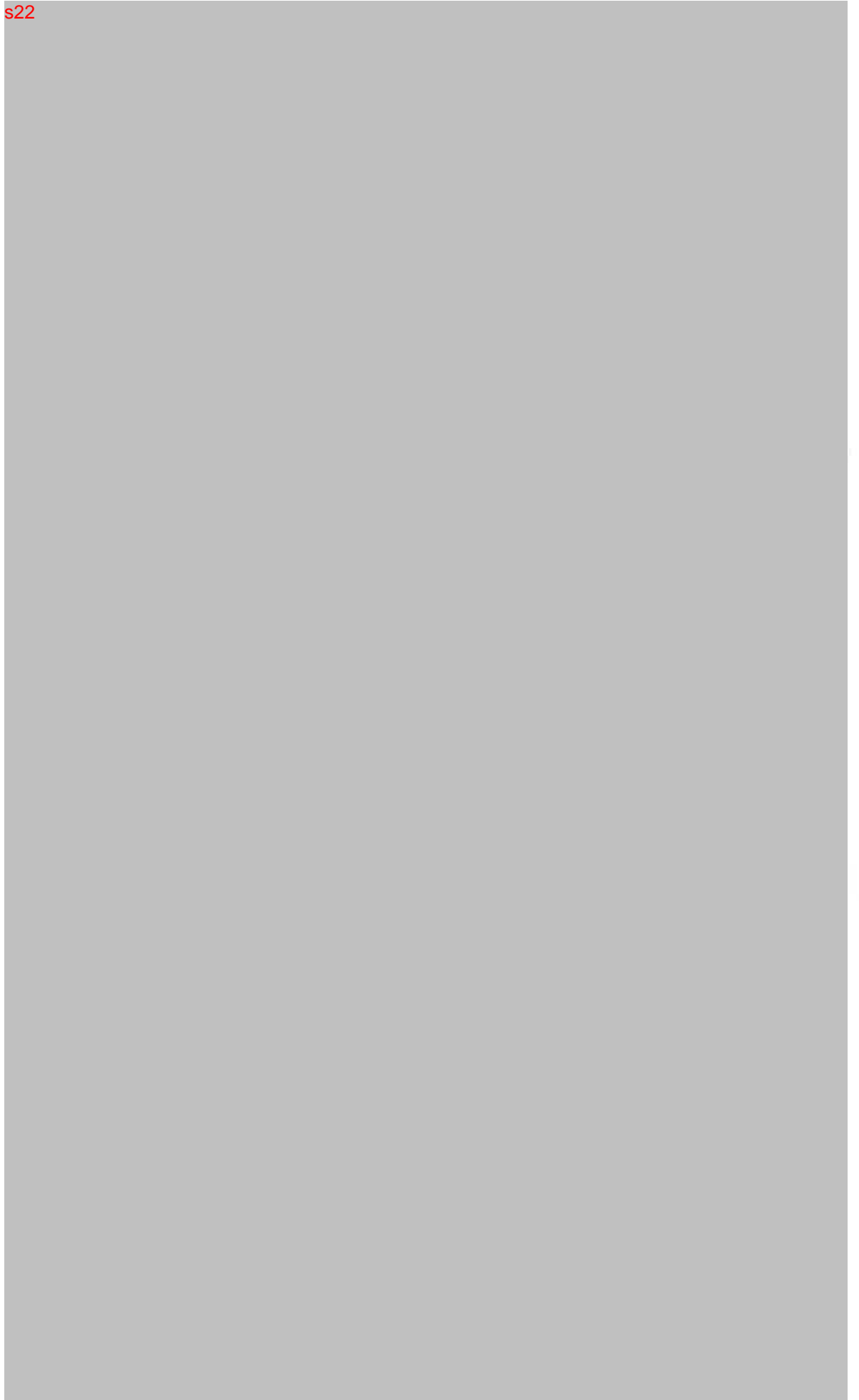
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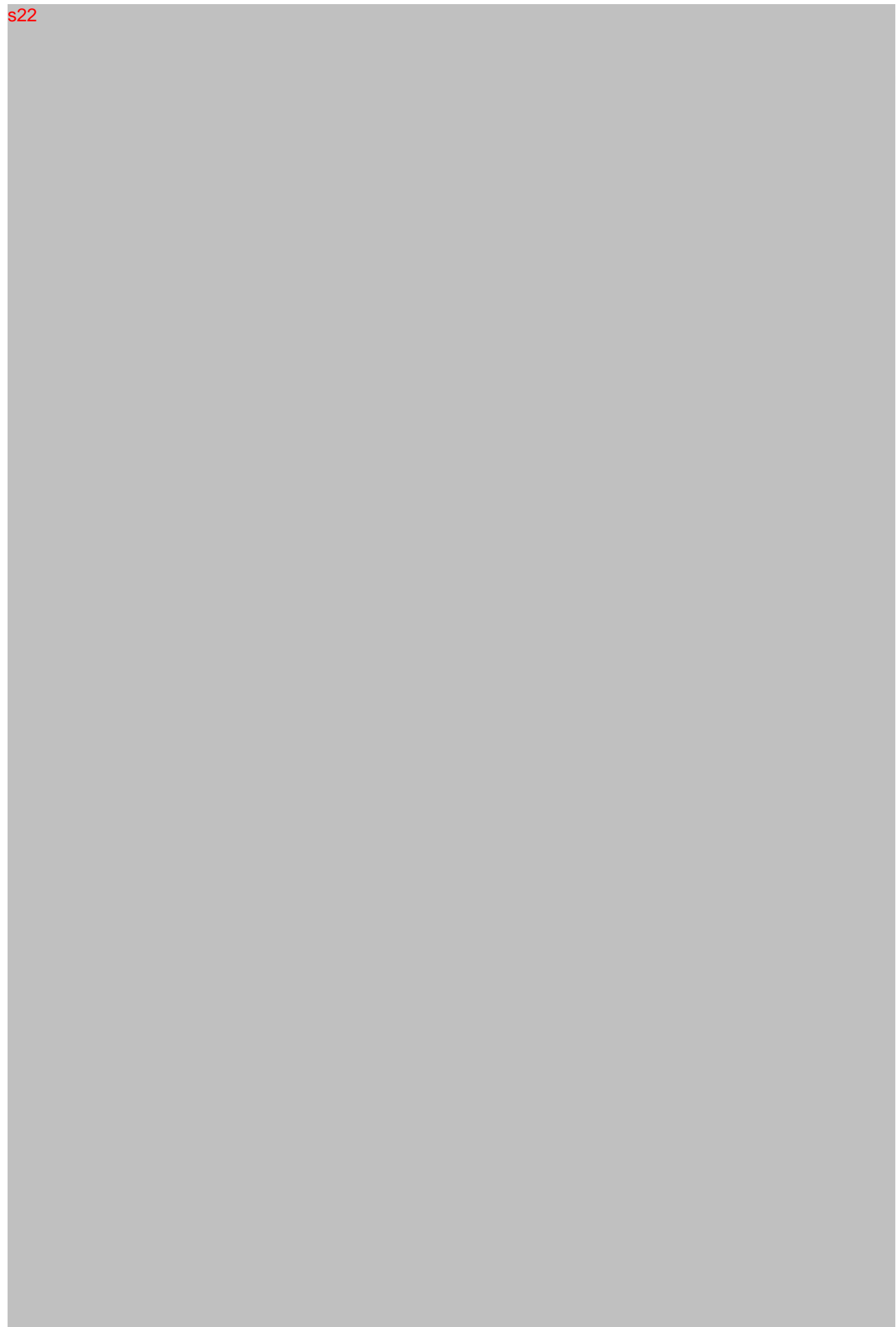
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MOBILE: 0427 960 777

CHRISTMAS ISLAND
MOBILE: 0409 299 644







ABN 28 080 273 758

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Specialising in Servicing the
KIMBERLEY, PILBARA & MID WEST REGIONS

Report Number: MR01815

Department of Finance c/ Jones Lang Lasalle
Level 29, Central Park
152 St Georges Terrace
Perth WA 6000

Location: Light Industrial Area, West Island CKI

Dear **s47F**

Monthly Maintenance Report for August 2020

Following our recent testing at the LIA on the 20th of August 2020 we wish to advise you of the following information:

Fire Detection and Alarm System:

- Alarm signaling equipment (ASE) has no power. Not calling out as intended. ASE blowing auxillary fuse in FIP and causing alarm sounders not to operate. Replaced fuse and removed ASE from aux power supply. System not monitored until issue with power supply for the ASE is rectified. Requires urgent attention.
- Alarm signaling equipment does not monitor isolate or fault conditions.
- 3 x Sounders in Zones 2, 3 and 9 failed to operate. Require replacement.
- 4 x Strobe lights in Zones 3, 7 and 9 failed to operate. Require replacement.
- New wall in zone 1, block plan requires updating.
- Zone 12 Parks shed requires additional programming (relay 12).
- 1 x smoke detector in zone 7 Thompsons construction workshop failed testing. Requires replacement.
- 1 x weatherproof heat detector in zone 9 vehicle shed failed testing. Requires replacement.
- Intermittent fault in zone 9, suspect aged cabling. Recommend rewire of and installation of 4 x new weatherproof thermal detectors to suit. We have previously done this for the front run of zone 9 vehicle shed to minimise earth faults.
- Upon inspection of components we found 4 x smoke detectors to be past their service life. AS1851.2012 appendix G5 states that every 10 years from the date of installation, all smoke detectors shall be replaced with cleaned and recalibrated or new detectors. These detectors require replacement.
- 3 x old style manual call points installed in Thompson constructions and Cocos Autos. Recommend replacement.
- Conduit in Co-op workshop is hanging by cable in one area.
- New Parks shed is not protected by detection system. 5 x detectors should be installed. Recommend further investigation.

s22

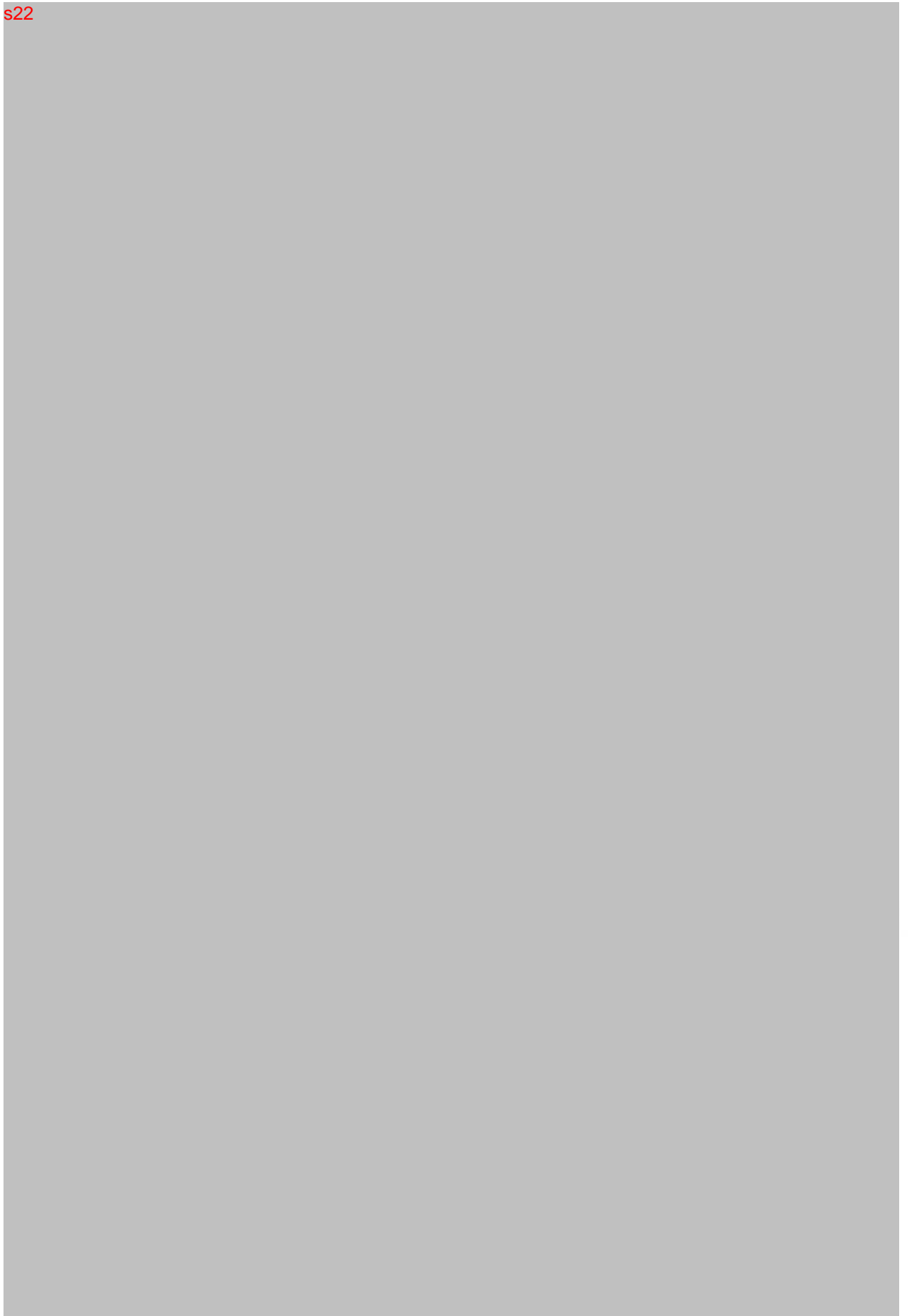
BROOME:
Tel: (08) 9192 8444
Fax: (08) 9192 1771
MOBILE: 0419 956 755
EMAIL: firesafe@inet.com.au

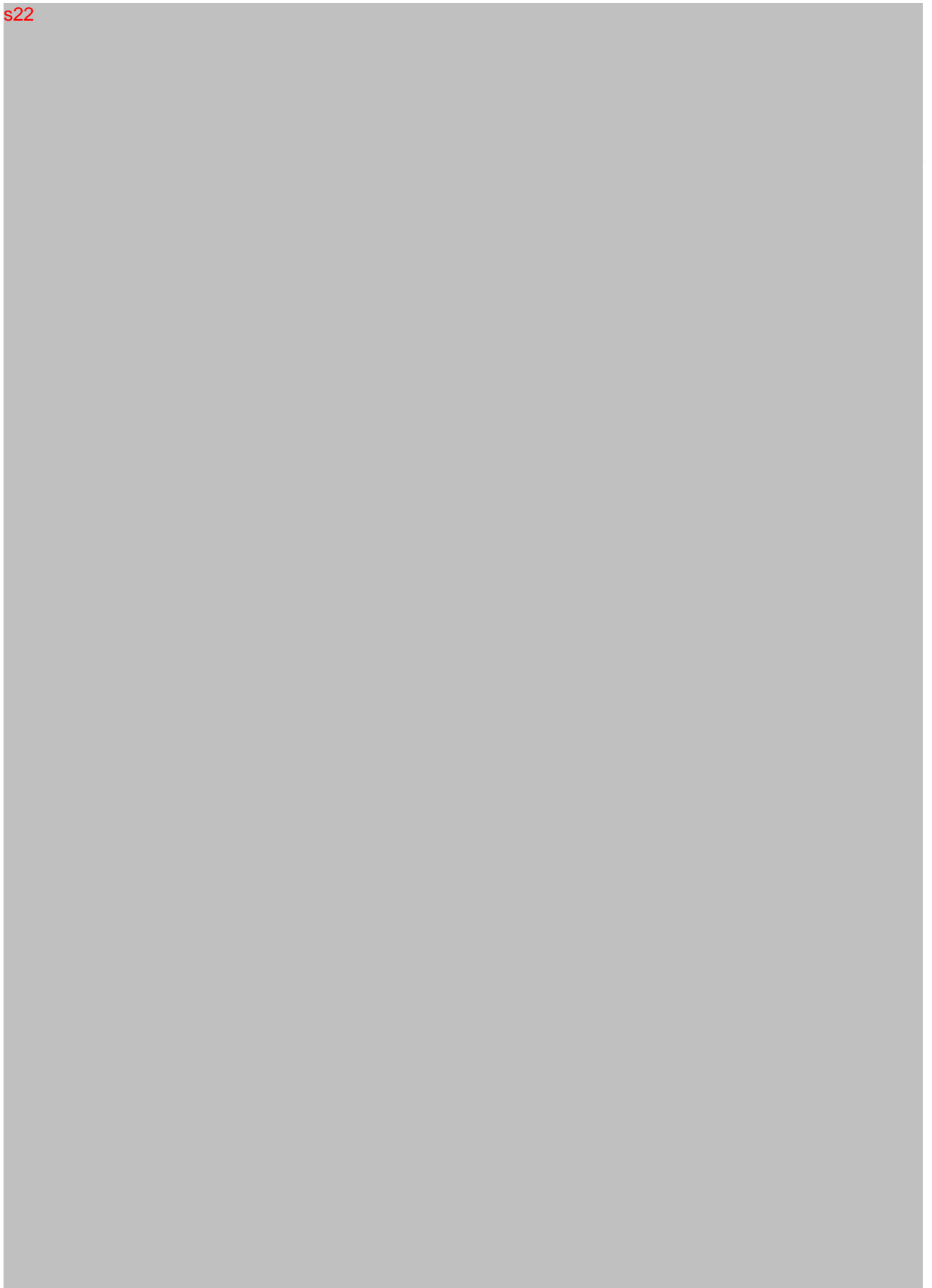
PO BOX 1541
BROOME WA 6725

PILBARA/KARRATHA
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Fax: (08) 9172 3510
MOBILE: 0408 852 495

GERALDTON
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MOBILE: 0427 960 777

CHRISTMAS ISLAND
MOBILE: 0409 299 644





Specialising in Servicing the
KIMBERLEY, PILBARA & MID WEST REGIONS

Report Number: MR01853



ABN 28 080 273 758

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OPERATED

Department of Finance c/ Jones Lang Lasalle
 Level 29, Central Park
 152 St Georges Terrace
 Perth WA 6000

Location: Light Industrial Area, West Island CKI

Dear **s47F**

Monthly Maintenance Report for September 2020

Following our recent testing at the LIA on the 30th of September 2020 we wish to advise you of the following information:

Fire Detection and Alarm System:

- Conventional fault in zone 12 Paint store. Investigated fault and found suspected issue with cabling. Suspect underground. Further investigation required.
- Alarm signaling equipment (ASE) has no power. Not calling out as intended. ASE blowing auxillary fuse in FIP and causing alarm sounders not to operate. Replaced fuse and removed ASE from aux power supply. System not monitored until issue with power supply for the ASE is rectified. Requires urgent attention.
- Alarm signaling equipment does not monitor isolate or fault conditions.
- 4 x Sounders in Zones 2, 3 and 9 failed to operate. Require replacement.
- 4 x Strobe lights in Zones 3, 7 and 9 failed to operate. Require replacement.
- New wall in zone 1, block plan requires updating.
- Zone 12 Parks shed requires additional programming (relay 12).
- 1 x smoke detector in zone 7 Thompsons construction workshop failed testing. Requires replacement.
- 1 x weatherproof heat detector in zone 9 vehicle shed failed testing. Requires replacement.
- Intermittent fault in zone 9, suspect aged cabling. Recommend rewire of and installation of 4 x new weatherproof thermal detectors to suit. We have previously done this for the front run of zone 9 vehicle shed to minimise earth faults.
- Upon inspection of components we found 4 x smoke detectors to be past their service life. AS1851.2012 appendix G5 states that every 10 years from the date of installation, all smoke detectors shall be replaced with cleaned and recalibrated or new detectors. These detectors require replacement.
- 3 x old style manual call points installed in Thompson constructions and Cocos Autos. Recommend replacement.
- Conduit in Co-op workshop is hanging by cable in one area.
- New Parks shed is not protected by detection system. 5 x detectors should be installed. Recommend further investigation.

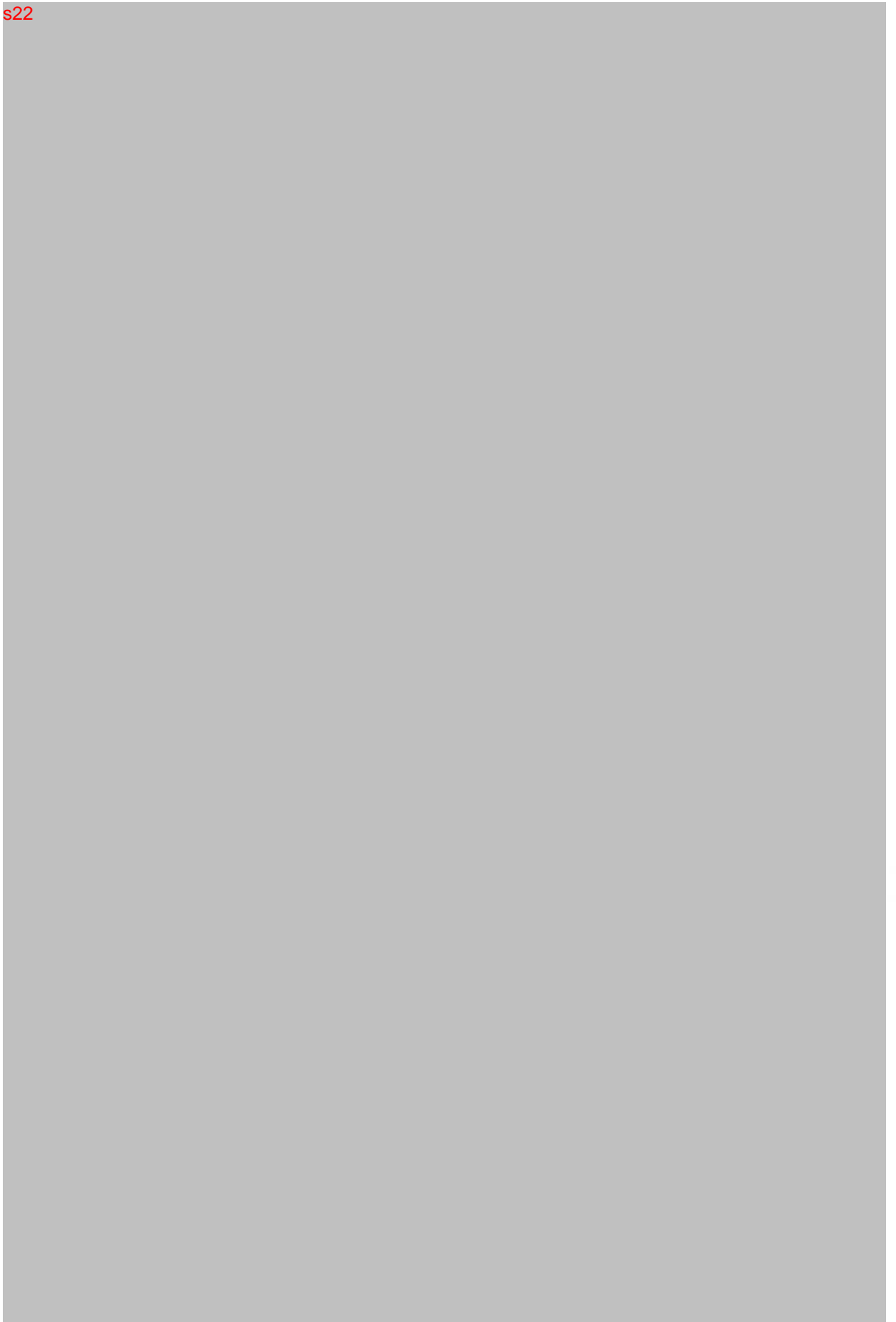
s22

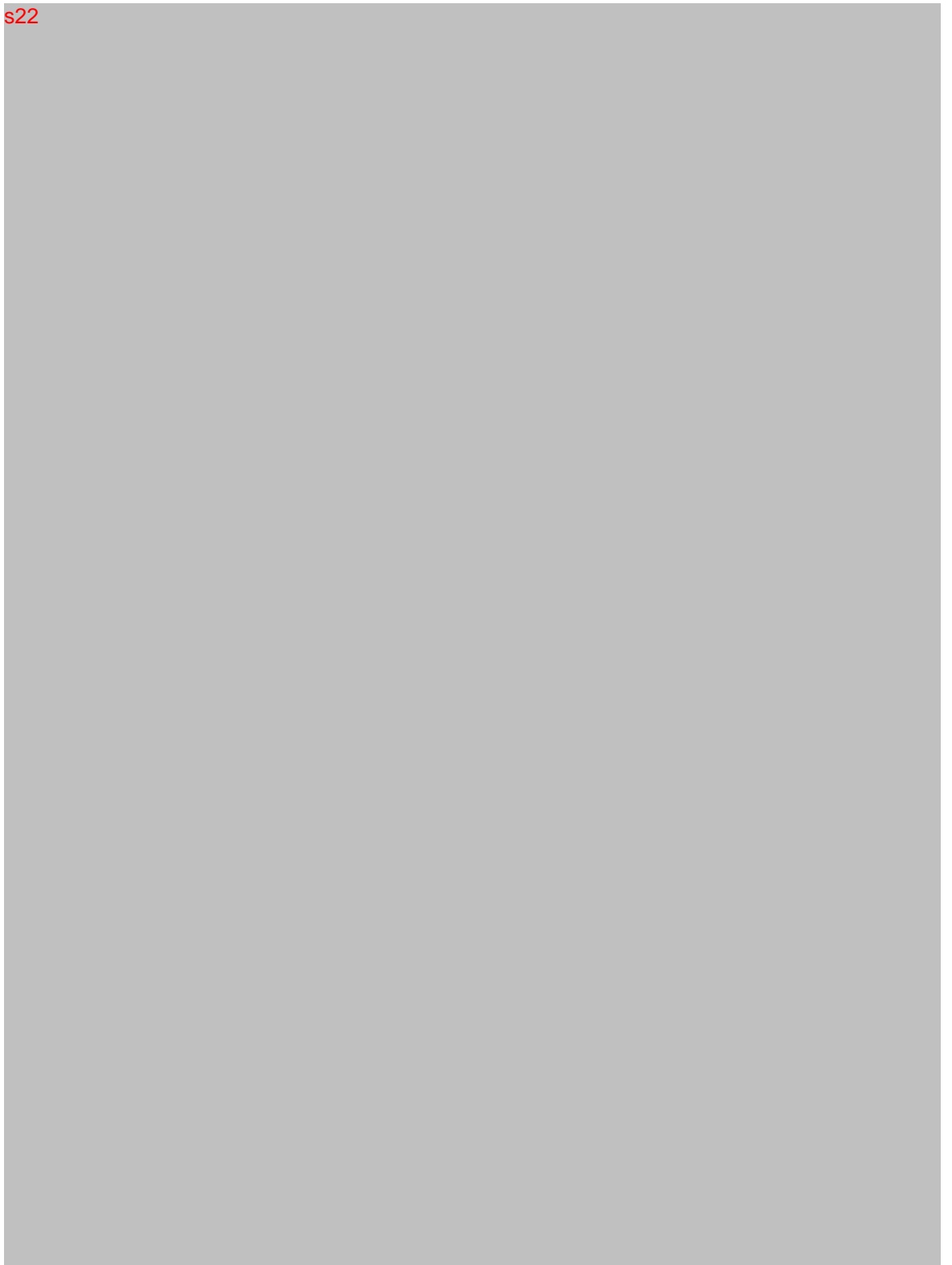
BROOME:
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 Fax: (08) 9192 1771
 MOBILE: 0419 956 755
 EMAIL: firesafe@inet.com.au
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Specialising in Servicing the
KIMBERLEY, PILBARA & MID WEST REGIONS

Report Number: MR01878

Department of Finance c/ Jones Lang Lasalle
Level 29, Central Park
152 St Georges Terrace
Perth WA 6000
Australia

Location: Light Industrial Area, West Island CKI

Dear **s47F**

Monthly Maintenance Report for October 2020

Following our recent testing at the LIA on the 27th of October 2020 we wish to advise you of the following information:

Fire Detection and Alarm System:

- Conventional fault in zone 11 Paint store. Investigated fault and found issue with cabling. Suspect underground. Further investigation required.
- Alarm signaling equipment (ASE) has no power. Not calling out as intended. ASE blowing auxiliary fuse in FIP and causing alarm sounders not to operate. Replaced fuse and removed ASE from aux power supply. System not monitored until issue with power supply for the ASE is rectified. Requires urgent attention.
- Alarm signaling equipment does not monitor isolate or fault conditions.
- 4 x Sounders in Zones 2, 3 and 9 failed to operate. Require replacement.
- 4 x Strobe lights in Zones 3, 7 and 9 failed to operate. Require replacement.
- New wall in zone 1, block plan requires updating.
- Zone 12 Parks shed requires additional programming (relay 12).
- 1 x smoke detector in zone 7 Thompsons construction workshop failed testing. Requires replacement.
- 1 x weatherproof heat detector in zone 9 vehicle shed failed testing. Requires replacement.
- Intermittent fault in zone 9, suspect aged cabling. Recommend rewire of and installation of 4 x new weatherproof thermal detectors to suit. We have previously done this for the front run of zone 9 vehicle shed to minimise earth faults.
- Upon inspection of components we found 4 x smoke detectors to be past their service life. AS1851.2012 appendix G5 states that every 10 years from the date of installation, all smoke detectors shall be replaced with cleaned and recalibrated or new detectors. These detectors require replacement.
- 3 x old style manual call points installed in Thompson constructions and Cocos Autos. Recommend replacement.
- Conduit in Co-op workshop is hanging by cable in one area.
- New Parks shed is not protected by detection system. 5 x detectors should be installed. Recommend further investigation.

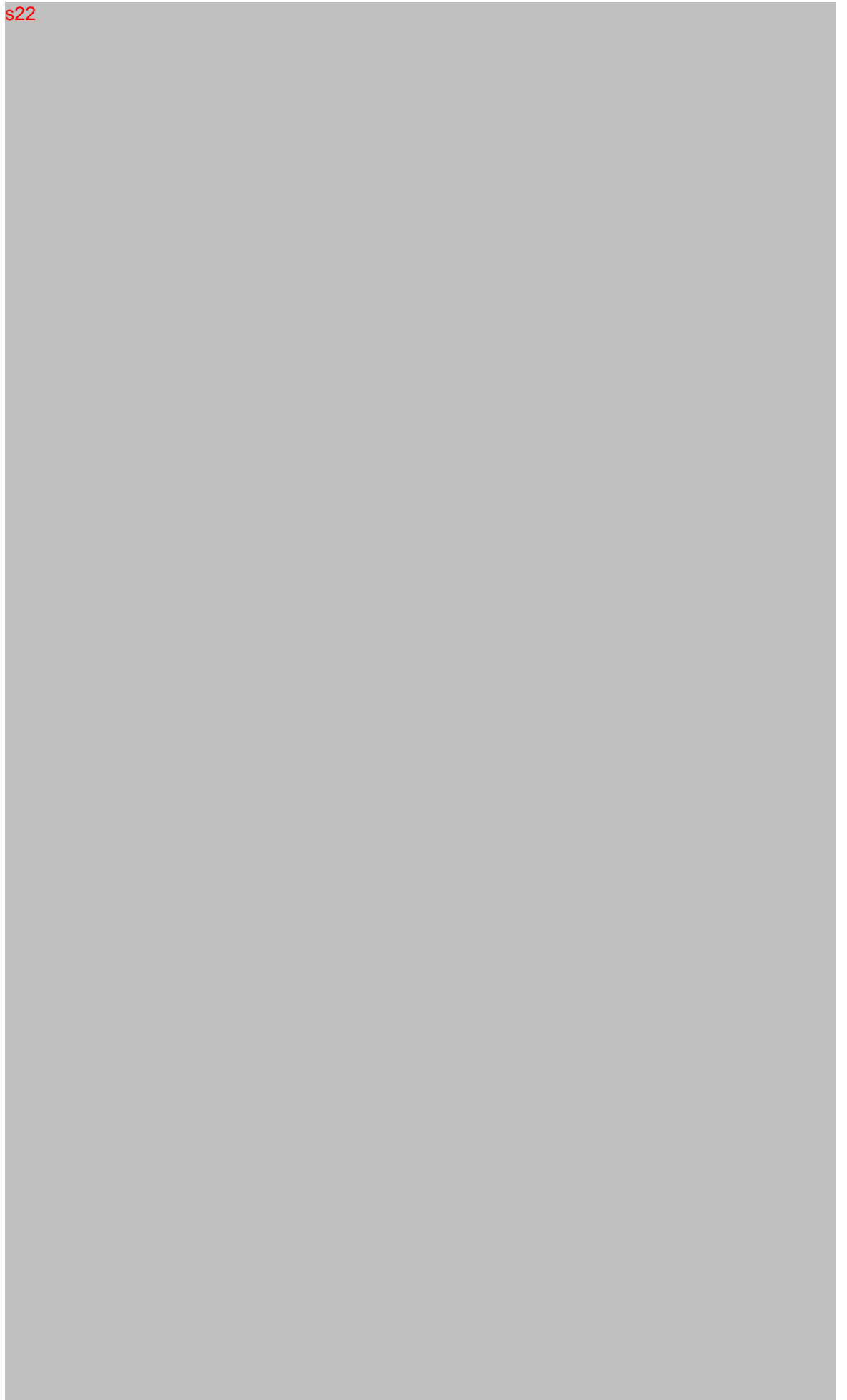
s22

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Fax: (08) 9192 1771
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MOBILE: 0427 960 777

CHRISTMAS ISLAND
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ABN 28 080 273 758

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Specialising in Servicing the
KIMBERLEY, PILBARA & MID WEST REGIONS

Report Number: MR02000

Department of Finance c/ Jones Lang Lasalle
Level 29, Central Park
152 St Georges Terrace
Perth WA 6000
Australia

Location: Light Industrial Area, West Island CKI

Dear

s47F

Monthly Maintenance Report for February 2021

Following our recent testing at the LIA on the 26th of February 2021 we wish to advise you of the following information:

Fire Detection and Alarm System:

- Conventional fault in zone 11 Paint store. Investigated fault and found issue with cabling. Suspect underground. Requires urgent repair.
- Zone 7 workshops in fault. Requires further investigation and urgent repair.
- Zone 9 in fault and causing continual false alarms. Requires urgent repair.
- Zone 2 impaired for asbestos removal works in Watercorp office. New FIP installed. New block plan installed. Zone 2 back online except for construction area (Watercorp office) x 7 smoke detectors.
- Alarm signaling equipment (ASE) has been connected in the new fire indicator panel (FIP) as previously installed. Waiting on public switched telephone network (PSTN) phone line to be connected to the new main distribution frame (MDF) by the telecoms provider. As previously stated the power supply for the dialer is inadequate. Not calling out as intended. ASE blowing auxiliary fuse in FIP and causing alarm sounders not to operate. System not monitored until issue with power supply for the ASE is rectified. Requires urgent attention.
- Alarm signaling equipment does not monitor isolate or fault conditions.
- 4 x Sounders in Zones 2, 3 and 9 failed to operate. Require replacement.
- 4 x Strobe lights in Zones 3, 7 and 9 failed to operate. Require replacement.
- New wall in zone 1, block plan requires updating.
- Zone 12 Parks shed requires additional programming (relay 12).
- 1 x smoke detector in zone 7 Thompsons construction workshop failed testing. Requires replacement.
- 1 x weatherproof heat detector in zone 9 vehicle shed failed testing. Requires replacement.
- Intermittent fault in zone 9, suspect aged cabling. Recommend rewire of and installation of 4 x new weatherproof thermal detectors to suit. We have previously done this for the front run of zone 9 vehicle shed to minimise earth faults.
- Upon inspection of components we found 4 x smoke detectors to be past their service life. AS1851.2012 appendix G5 states that every 10 years from the date of installation, all smoke detectors shall be replaced with cleaned and recalibrated or new detectors. These detectors require replacement.
- 3 x old style manual call points installed in Thompson constructions and Qocos Autos. Recommend replacement.

BROOME:

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GERALDTON

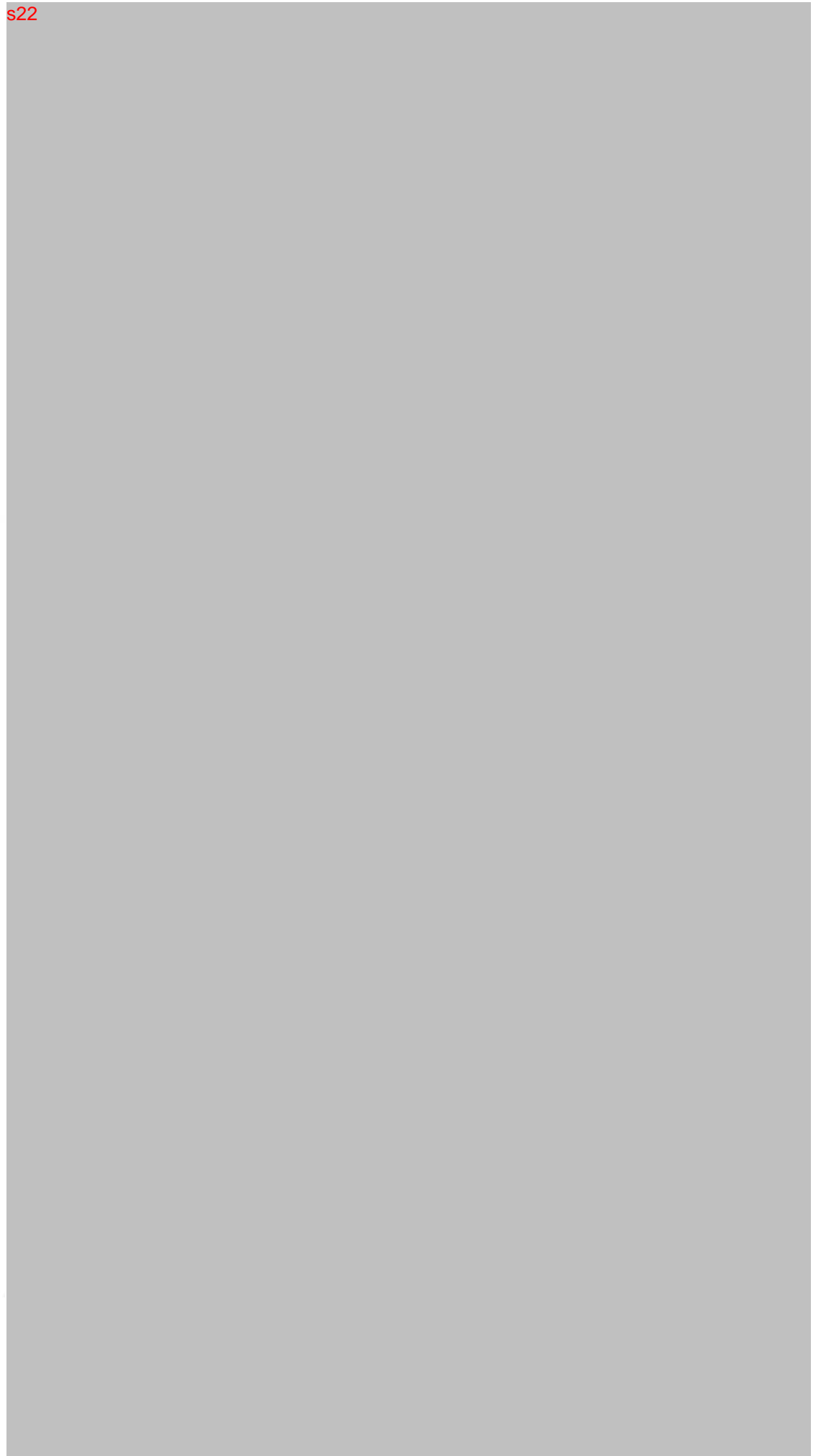
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MOBILE: 0409 299 644

- Conduit in Co-op workshop is hanging by cable in one area.
- New Parks shed is not protected by detection system. 5 x detectors should be installed. Recommend further investigation.

s22





s47F

From: s47F
Sent: Tuesday, 9 March 2021 11:53 AM
To: s47F
Subject: RE: URGENT - Fire & Safety Services Report - LIA Cocos Island [SEC=OFFICIAL]

OFFICIAL

Hi s47F

s 47F

As you mention, there are other projects and investigations underway that include sheds 12 and 13 – so you would be able to provide a fuller picture.

There are certainly no issues on these reports that are going to cause a fire and while it would be ideal to repair them all, a more detailed investigation as we have agreed is the way to go to ensure we are getting the job done right for a reasonable cost.

Regards

s47F

s47F

Acting Director
 Indian Ocean Territories
 Government Arrangements
 | Territories Division
 Department of
 Infrastructure, Transport,
 Regional Development and
 Communications
 PO Box z5048 PERTH WA
 6831

s47F

W:
www.infrastructure.gov.au



Australian Government

Department of Infrastructure, Transport,
 Regional Development and Communications

The department proudly acknowledges the Traditional Owners and Custodians of Australia, and their continuing connections to the land, waters and communities. We pay our respects to them and to their Elders past, present and emerging.

OFFICIAL

From: s47F
Sent: Monday, 8 March 2021 7:47 PM
To: s47F
Subject: RE: URGENT - Fire & Safety Services Report - LIA Cocos Island
Importance: High

Good Afternoon s47F

For discussion when you have a moment, please see attached the service reports for the past 6 months, Fire and Safety were keen to forward these on to AFP and DFES, I have requested they do not, as I do not believe they paint a full picture of all of the Fire & Safety equipment reporting currently available.

As you know from being involved at the time, we referred these services reports and the relevant quotes to JLL Engineering last year as there were too many items that were too expensive on these reports for us to action in our annual R&M budget.

JLL Engineering arranged for BCA to complete an investigation on some of the identified items on similar reports for the LIA, CI Hospital and West Island Shelter and are working on alternate quotes for others to try and get the best value for money. CIMS quote is cheaper but there may be potential benefits to using Fire and Safety over CIMS, JLL EOS are just reviewing this now.

I appreciate that Fire and Safety have found this process frustrating but JLL have attempted to see if we could gain some savings from linking these works with the large amount of works required at CI Hospital and across the portfolio, in addition to escalating the larger more complex issues raised to the Fire Engineers for review.

I am conscious that should Fire and Safety feel that JLL are not being transparent through the process you are aware of their request.

Thank you

s47F

jll.com.au

From: Fire & Safety Services - Christmas Island s47F

Sent: Monday, 8 March 2021 4:21 PM

s47F

Cc: s47F - Fire & Safety' s47F @iinet.net.au>

Subject: [EXTERNAL] RE: URGENT - Fire & Safety Services Report - LIA Cocos Island

Importance: High

Hi All,

Please find attached reports for the LIA dating back to the last fire detection and alarm system annual test in August 2020.

I have been requested to provide these reports to the AFP on Cocos. I have informed them that we were re-sending them through to building management to pass on to DFES investigators. With your approval I will also send them through directly to the Cocos Police to aid in their investigation.

Please advise how you want us to go ahead.

Kind regards,

s47F

Fire & Safety Services Co.
Gaze Rd, Christmas Island
WA 6798

s47F



From: s 47F
Sent: Monday, 8 March 2021 8:38 AM
To: s47F -Fire & Safety Services'; Fire & Safety Services - Christmas Island
Subject: URGENT - Fire & Safety Services Report - LIA Cocos Island
Importance: High

Good Morning s47F

Hope you are well.

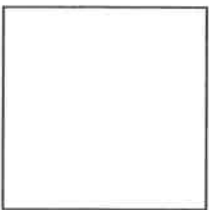
Can you please send me all the fire & safety service report for LIA for the past 6 months please? This is an urgent one as two of the shed got burnt down on Saturday Morning, DFES will be there tomorrow.

Thanks s47F

Kind regards,

s 47F

jll.com.au



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s47F

From: s47F @xch.regional.gov.au>
Sent: Tuesday, 9 March 2021 2:43 PM
To: s47F
Cc:
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

s47

Thanks. That certainly confirms our suspicions as to what happened. We know there are problems with expected responders (key holders) being on call and that we really only have the recorded call/s to the AFP to rely on. I agree, let's get CCIT to immediately check ALL the DBA installations on CKI and we will address what we find from there. In relation to this specific DBA I do not recall seeing anything (nor do EMO records include such advice) that the installation was to be relocated. Certainly it is our responsibility to ensure the systems are working but without such advice we would have no cause to have checked a single device. It appears from what you have said that the relocation effectively disabled that particular DBA installation's capacity to communicate and was thus not properly completed. Whilst JLL or Water Corp may have been responsible for relocating it, we should be asking them;

- who they engaged to do the work
- how they ascertained that it was functioning after it was moved, including effectively sending the warning as intended
- when this was undertaken, and
- whether they advised anyone and, if so, who.

It particularly concerns me that JLL are now reporting that most of these devices are not functional. Again this is the first time I have heard this advice.

Regards

s47F

OFFICIAL

From: s47F @cck.regional.gov.au>
Sent: Tuesday, 9 March 2021 9:58 AM
To: s47F regional.gov.au>
Cc: @xch.regional.gov.au>
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

Hi Gents,

Have confirmed that the LIA FIP was relocated, the DBA Alarm Signalling Equipment was relocated, a TPS phone line and earth was supplied to the DBA Alarm Signalling Equipment but was not connected. I am not sure if the DBA Alarm Signalling Equipment was rewired into the FIP.

Separate to the above set of circumstances I suggest we co-ordinate with the AFP and CCIT to go around to each FIP and simulate an alarm to ascertain the status of the system. Let me know if you would like me to approach CCIT and AFP re this.

Kind regards

s47F

OFFICIAL

From: s47F [redacted]@xch.regional.gov.au>
Sent: Tuesday, 9 March 2021 8:40 AM
To: s47F [redacted]onal.gov.au>
Cc: [redacted]@xch.regional.gov.au>
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

s47F [redacted]
Thanks. I agree. Given that each of the DBAs is connected to a discreet land line , checking on whether these are working as part of a functionality review should not be too difficult. I would expect that checking on whether the system actuated should not be too difficult. Will discuss with s47F [redacted] and get back to you.

s47F [redacted]

OFFICIAL

From: s47F [redacted]@cck.regional.gov.au>
Sent: Tuesday, 9 March 2021 9:04 AM
To: s47F [redacted]regional.gov.au>
Cc: [redacted]@xch.regional.gov.au>
Subject: CKI DBA [SEC=OFFICIAL]

OFFICIAL

Hi s47F [redacted]

You are probably already aware but if not, following the weekend fire there are some discussions ongoing in relation to the functionality of the DBA system on CKI.

I am told JLL have informed the AFP that the DBA was not functional to the West Island Light Industrial Area Fire Indication Panel (FIP).

Again I am told that JLL are of the belief that that responsibility for ensuring the DBA was functional rests with IOTA. They have also relayed to the AFP that they believe the DBA is not functional to the majority of FIPs on Cocos.

From my initial enquiries it appears that the LIA FIP was relocated as part of the upgrade works to the Water Corporation Office. The DBA Alarm Signalling Equipment was also relocated the phone line reconnected but there is some conjecture as to if the DBA Alarm Signalling Equipment was reconnected into the FIP.

If, as JLL are suggesting, IOTA is responsible for ongoing functionality of the DBA and other FIPs are not relaying alarms through the DBA then we should as a priority confirm which of the panels are/are not functioning as per design.

Kind regards

s47F [redacted]

OFFICIAL

s47F

From: Fire & Safety Services - s47F
Sent: Tuesday, 9 March 2021 2:05 PM
To: s47F
Cc: s47F
Subject: RE: URGENT - Fire & Safety Services Report - LIA Cocos Island

His47F

Thank you for your response. Noted and understood. If we receive any further requests we will advise them to contact building management directly.

Kind regards,

s47F
 Fire & Safety Services Co.
 Gaze Rd, Christmas Island
 WA 6798

s47F



From: s47F
Sent: Monday, 8 March 2021 6:31 PM
To: Fire & Safety Services - Christmas Island
Cc: s47F
 s47F (mailto:s47F@infrastructure.gov.au)
Subject: RE: URGENT - Fire & Safety Services Report - LIA Cocos Island

Good Afternoon s47F

Thank you for sending through the reports, the AFP have contacted us directly and are liaising with the JLL Engineering team regarding this process and required reports.

As your service reports reference equipment that has not currently been handed over to JLL to manage it would be appreciated if these reports are not distributed to any other party until the landlord has reviewed.

You may not be aware but JLL have had Fire Engineers on island assessing the Fire Infrastructure throughout the portfolio, to assist to prioritise the long list of outstanding matters.

As discussed with you previously there was not an available R&M budget to complete all the works you had highlighted so these works were referred for Engineering review and landlord instruction as to priority what could be implemented on a risk basis within the budget constraints.

Thank you

s47F

s47F

jll.com.au

From: Fire & Safety Services - Christmas Island s47F

Sent: Monday, 8 March 2021 4:21 PM

To: s47F

s47F

Cc: 's47F' <[REDACTED]@iinet.net.au>

Subject: [EXTERNAL] RE: URGENT - Fire & Safety Services Report - LIA Cocos Island

Importance: High

Hi All,

Please find attached reports for the LIA dating back to the last fire detection and alarm system annual test in August 2020.

I have been requested to provide these reports to the AFP on Cocos. I have informed them that we were re-sending them through to building management to pass on to DFES investigators. With your approval I will also send them through directly to the Cocos Police to aid in their investigation.

Please advise how you want us to go ahead.

Kind regards,

s47F

Fire & Safety Services Co.
Gaze Rd, Christmas Island
WA 6798

s47F



From: s 47F

Sent: Monday, 8 March 2021 8:38 AM

To: s47F -Fire & Safety Services'; Fire & Safety Services - Christmas Island

Subject: URGENT - Fire & Safety Services Report - LIA Cocos Island

Importance: High

Good Morning s47F

Hope you are well.

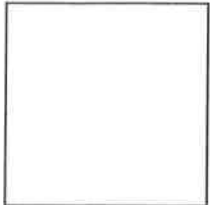
Can you please send me all the fire & safety service report for LIA for the past 6 months please? This is an urgent one as two of the shed got burnt down on Saturday Morning, DFES will be there tomorrow.

Thanks s47F

Kind regards,

s 47F

jll.com.au



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s47F

From: s47F
Sent: Tuesday, 9 March 2021 2:58 PM
To: s47F
Cc:
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

Hi s47F

Happy to arrange a phone conference with JLL if required.

Regards
 s47F

s47F

Acting Director
 Indian Ocean Territories
 Government Arrangements
 | Territories Division
 Department of
 Infrastructure, Transport,
 Regional Development and
 Communications
 PO Box z5048 PERTH WA
 6831

s47F

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www.infrastructure.gov.au



Australian Government

**Department of Infrastructure, Transport,
 Regional Development and Communications**

The department proudly acknowledges the Traditional Owners and Custodians of Australia, and their continuing connections to the land, waters and communities. We pay our respects to them and to their Elders past, present and emerging.

OFFICIAL

From: s47F @xch.regional.gov.au>
Sent: Tuesday, 9 March 2021 11:43 AM
To: s47F
Cc:
 s47F @infrastructure.gov.au>
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

s47F

Thanks. That certainly confirms our suspicions as to what happened. We know there are problems with expected responders (key holders) being on call and that we really only have the recorded call/s to the AFP to rely on. I agree, let's get CCIT to immediately check ALL the DBA installations on CKI and we will address what we find from there. In relation to this specific DBA I do not recall seeing anything (nor do EMO records include such advice) that the installation was to be relocated. Certainly it is our responsibility to ensure the systems are working but without such advice we would have no cause to have checked a single device. It appears from what you have said that the relocation effectively disabled that particular DBA installation's capacity to communicate and was thus not properly completed. Whilst JLL or Water Corp may have been responsible for relocating it, we should be asking them;

- who they engaged to do the work
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- when this was undertaken, and
- whether they advised anyone and, if so, who.

It particularly concerns me that JLL are now reporting that most of these devices are not functional. Again this is the first time I have heard this advice.

Regards

s47F

OFFICIAL

From: s47F <[redacted]@ck.regional.gov.au>
Sent: Tuesday, 9 March 2021 9:58 AM
To: s47F <[redacted]@regional.gov.au>
Cc: [redacted] <[redacted]@xch.regional.gov.au>
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

Hi Gents,

Have confirmed that the LIA FIP was relocated, the DBA Alarm Signalling Equipment was relocated, a TPS phone line and earth was supplied to the DBA Alarm Signalling Equipment but was not connected. I am not sure if the DBA Alarm Signalling Equipment was rewired into the FIP.

Separate to the above set of circumstances I suggest we co-ordinate with the AFP and CCIT to go around to each FIP and simulate an alarm to ascertain the status of the system. Let me know if you would like me to approach CCIT and AFP re this.

Kind regards

s47F

OFFICIAL

From: s47F <[redacted]@xch.regional.gov.au>
Sent: Tuesday, 9 March 2021 8:40 AM
To: s47F <[redacted]@ov.au>
Cc: [redacted] <[redacted]@regional.gov.au>
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

s47F

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s47F

OFFICIAL

From: s47F <[REDACTED]@cck.regional.gov.au>
Sent: Tuesday, 9 March 2021 9:04 AM
To: s47F <[REDACTED]@cck.regional.gov.au>
Cc: [REDACTED] <[REDACTED]@xch.regional.gov.au>
Subject: CKI DBA [SEC=OFFICIAL]

OFFICIAL

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s47

OFFICIAL

s47F

From: s47F @xch.regional.gov.au>
Sent: Tuesday, 9 March 2021 3:02 PM
To: s47F
Cc:
Subject: RE: CKI DBA [SEC=OFFICIAL]

Follow Up Flag: Follow up
Flag Status: Flagged

OFFICIAL

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Regards

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OFFICIAL

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To: s47F
Cc:
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

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Regards

s47F

s47F

Acting Director
 Indian Ocean Territories
 Government Arrangements
 | Territories Division
 Department of
 Infrastructure, Transport,
 Regional Development and
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 PO Box z5048 PERTH WA
 6831

s47F



Australian Government

Department of Infrastructure, Transport,
 Regional Development and Communications

s47F

w:
www.infrastructure.gov.au

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To: s47F
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s47F

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From: s47F <[REDACTED]@cck.regional.gov.au>
Sent: Tuesday, 9 March 2021 4:18 PM
To: s47F
Cc: [REDACTED]
Subject: CKI DBA [SEC=OFFICIAL]
Attachments: App 12 (1) Direct Brigade Alarm Register July 2020.docx

OFFICIAL

All ,

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I have a Direct Brigade Alarm Register (attached) but require exact address, not just street name.

Could you please assist s47F with the Cocos (Keeling) addresses?

Regards

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Emergency Management Officer
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s47F

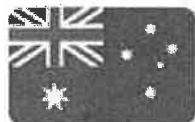
w: www.infrastructure.gov.au
 GPO Box 868, Christmas island Indian
 ocean WA 6798



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Cc: [REDACTED]
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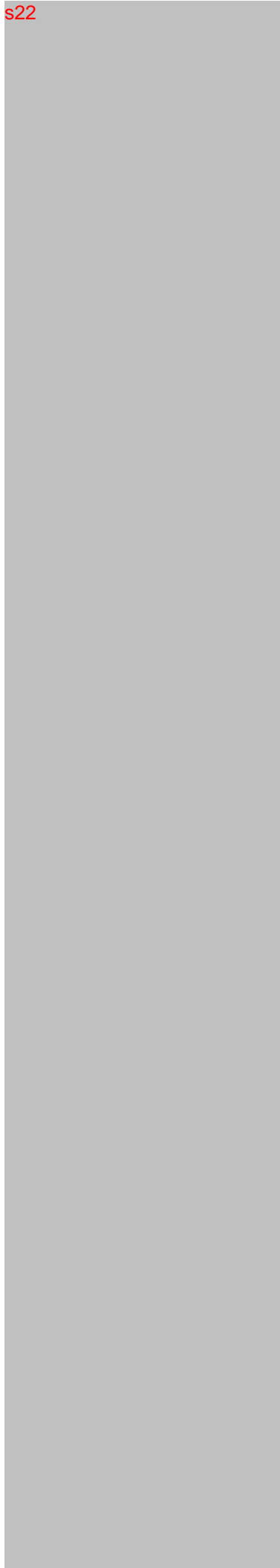
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s22		Sydney Hwy		s22		Toll shares occupancy with Toll	
12. WI Water Corp. Admin		s 47F		s22		Alexander St	
16. WI Barracks Store		s 47F		s22		IOTA Operations Manager	
s 47F		s 47F		s22		Toll shares occupancy with Toll	

Notes:

7/06/2021

s22

s47F

From: s47F <[REDACTED]@infrastructure.gov.au>
Sent: Tuesday, 9 March 2021 4:36 PM
To: s47F
Cc:
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

Hi s47F

Our GIS is not operational at the moment so it may be easier to wait until s47F returns to update CKI lot numbers.

I will be testing with CCIT (Telstra Agent) and this should clarify any faults with the lines. I will also investigate where the advertised West Island Fire Emergency number (9162 7777) goes. I suspect it may somehow be dialling the old notification system.

If you need the lot numbers in a hurry let me know and I will see if I can ascertain manually. Also looks like the West Island Police Station has been left off the register?

Kind regards

s47F

OFFICIAL

From: s47F <[REDACTED]>
Sent: Tuesday, 9 March 2021 11:48 AM

s47F

Cc: s47F <[REDACTED]@infrastructure.gov.au>
Subject: CKI DBA [SEC=OFFICIAL]

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w: www.infrastructure.gov.au
GPO Box 868, Christmas island Indian
ocean WA 6798

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Kind regards

s47F

OFFICIAL

OFFICIAL

s47F

From: s47F
Sent: Tuesday, 9 March 2021 4:46 PM
To: s47F
Cc:
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

No worries s47F – I'll see if s47F can nominate a couple of time slots tomorrow arvo??

s47F

Acting Director
 Indian Ocean Territories
 Government Arrangements
 | Territories Division
 Department of
 Infrastructure, Transport,
 Regional Development and
 Communications
 PO Box z5048 PERTH WA
 6831

s47F

W:
www.infrastructure.gov.au



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OFFICIAL

From: s47F regional.gov.au>
Sent: Tuesday, 9 March 2021 12:02 PM
To: s47F
Cc:
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

s47F

Thanks, we will need a bit of notice as we have s47F arriving this afternoon and have a pretty full on schedule around asset management and contractor management

Regards

s47F

OFFICIAL

From: s47F <[redacted]@infrastructure.gov.au>
Sent: Tuesday, 9 March 2021 10:59 AM
To: s47F <[redacted]@cck.regional.gov.au>
Cc: [redacted]
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

Hi s47F

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Regards

s47F

s47F
Acting Director
Indian Ocean Territories
Government Arrangements
| Territories Division
Department of
Infrastructure, Transport,
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6831
t: s47F
m: [redacted]
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s47F

OFFICIAL

From: s47F <[REDACTED]@cck.regional.gov.au>
Sent: Tuesday, 9 March 2021 9:58 AM
To: s47F <[REDACTED]@cck.regional.gov.au>
Cc: [REDACTED] <[REDACTED]@xch.regional.gov.au>
Subject: RE: CKI DBA [SEC=OFFICIAL]

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Cc: [REDACTED] <[REDACTED]@xch.regional.gov.au>
Subject: RE: CKI DBA [SEC=OFFICIAL]

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s47F

OFFICIAL

From: s47F [redacted] <[redacted]@ck.regional.gov.au>
Sent: Tuesday, 9 March 2021 9:04 AM
To: s47F [redacted] <[redacted]@regional.gov.au>
Cc: [redacted] <[redacted]@xch.regional.gov.au>
Subject: CKI DBA [SEC=OFFICIAL]

OFFICIAL

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s47F

OFFICIAL

s47F

From: s47F <[REDACTED]@xch.regional.gov.au>
Sent: Tuesday, 9 March 2021 6:05 PM
To: s47F
Cc:
Subject: CKI DBA [SEC=OFFICIAL]

OFFICIAL

All,

I have just had TELSTRA check the Fire Alarm phone lines for IOT. All lines except the West Island Power Station lines are operational.

TELSTRA has assigned a technician to fix the faulty line on or before the 19 March.

Regards

s47F

Emergency Management Officer
 Indian Ocean Territories | Operations
 Department of Infrastructure,
 Transport, Regional Development and
 Communications

t: s47F
 n: [REDACTED]

e:

s47F <[REDACTED]@infrastructure.gov.au>

w: www.infrastructure.gov.au
 GPO Box 868, Christmas island Indian
 ocean WA 6798



Australian Government

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OFFICIAL

From: s47F <[REDACTED]@xch.regional.gov.au>
Sent: Tuesday, 9 March 2021 12:18 PM

s47F

Subject: CKI DBA [SEC=OFFICIAL]

OFFICIAL

All ,

I have been in contact with TELSTRA Business Faults (1800463511 or 1800171511) to check the status of the WI Power Station fire phone line and all other fire phone lines for the IOT.

I have a Direct Brigade Alarm Register (attached) but require exact address, not just street name.

Could you please assist s47F with the Cocos (Keeling) addresses?

Regards

s47F

Emergency Management Officer
Indian Ocean Territories | Operations
Department of Infrastructure,
Transport, Regional Development and
Communications

s47F

e:
s47F [infrastructure.gov.au](mailto:s47F@infrastructure.gov.au)
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ocean WA 6798



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From: s47F [ck.regional.gov.au](mailto:s47F@ck.regional.gov.au)>
Sent: Tuesday, 9 March 2021 12:04 PM
To: s47F
Cc:
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

Hi s47F

Have just spoken with s47F and she is on board with us simulating a fault on each of the FIPs and checking to see if the DBA is functioning correctly at each site.

s did suggest that it would be good if the same can be done on CI. Particularly at the Old Tech School as they have been having some faults at this site.

Kind regards

s47F

OFFICIAL

From: s47F @xch.regional.gov.au>
Sent: Tuesday, 9 March 2021 10:32 AM
To: s47F
Cc:
Subject: RE: CKI DBA [SEC=OFFICIAL]

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Cc:
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Regards
s47F

s47F
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Cc: s47F [redacted]
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Sent: Tuesday, 9 March 2021 9:58 AM
To: s47F [redacted]@cck.regional.gov.au>
Cc: s47F [redacted]@xch.regional.gov.au>
Subject: RE: CKI DBA [SEC=OFFICIAL]

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OFFICIAL

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Sent: Tuesday, 9 March 2021 8:40 AM
To: s47F <[REDACTED]@xch.regional.gov.au>
Cc: [REDACTED] <[REDACTED]@xch.regional.gov.au>
Subject: RE: CKI DBA [SEC=OFFICIAL]

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From: s47F <[REDACTED]@xch.regional.gov.au>
Sent: Tuesday, 9 March 2021 6:19 PM
To: s47F
Cc:
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

s47F

Sorry I'm tied up between 8-10.30 then 11-12 and again from 1.30 -4.00 pm tomorrow. Can I suggest Thursday morning?

Regards

s47F

OFFICIAL

From: s47F <[REDACTED]@infrastructure.gov.au>
Sent: Tuesday, 9 March 2021 12:46 PM
To: s47F <[REDACTED]@cck.regional.gov.au>
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Sent: Tuesday, 9 March 2021 12:02 PM
To: s47F [redacted]@cck.regional.gov.au>
Cc: [redacted]
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

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Sent: Tuesday, 9 March 2021 10:59 AM
To: s47F [redacted]@cck.regional.gov.au>
Cc: [redacted]
Subject: RE: CKI DBA [SEC=OFFICIAL]

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s47F [redacted]
Acting Director
Indian Ocean Territories
Government Arrangements
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Department of
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PO Box z5048 PERTH WA
6831
t: s47F [redacted]
m: [redacted]
w: [redacted]
www.infrastructure.gov.au

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To: s47F [redacted]@cck.regional.gov.au>

Cc: s47F [redacted]

<[redacted]>

Subject: RE: CKI DBA [SEC=OFFICIAL]

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Cc: [redacted]@xch.regional.gov.au>

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Subject: RE: CKI DBA [SEC=OFFICIAL]

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From: s47F
Sent: Tuesday, 9 March 2021 7:19 PM
To: s47F
Subject: RE: CKI DBA [SEC=OFFICIAL]
Attachments: FW: CKI - Watercorp Office Project [SEC=OFFICIAL]

OFFICIAL

Hi s47F

As I was writing this s47F has mailed advising he won't be able to catch up until Thursday morning – which what I meant below anyway...

Regards
 s47F

s47F

Acting Director
 Indian Ocean Territories
 Government Arrangements
 | Territories Division
 Department of
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 PO Box z5048 PERTH WA
 6831
 t: s47F
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OFFICIAL

From: s47F
Sent: Tuesday, 9 March 2021 4:16 PM
To: s47F <s47F@ap.jll.com>
Subject: FW: CKI DBA [SEC=OFFICIAL]

OFFICIAL

Hi s47F

As per s47F email below, he has some questions over the Water Corp office works and how they might relate to the fire safety system.

I did report this on to s47F from an insurance perspective but I'm not sure if this affected the Cocos Autos shed??

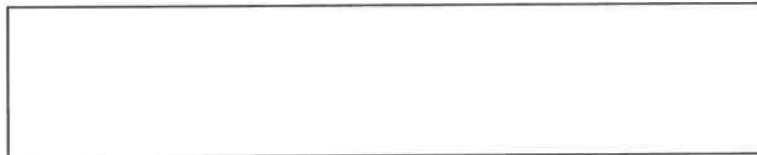
I made the offer of a phone conference to s47F – how are you situated for something tomorrow afternoon or maybe Wednesday morning?

Regards

s47F

s47F

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Sent: Tuesday, 9 March 2021 12:02 PM

To: s47F <[redacted]@cck.regional.gov.au>

Cc:

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Thanks. I agree. Given that each of the DBAs is connected to a discreet land line , checking on whether these are working as part of a functionality review should not be too difficult. I would expect that checking on whether the system actuated should not be too difficult. Will discuss with Brad and get back to you.

s47

OFFICIAL

From: s47F [redacted]@cck.regional.gov.au>
Sent: Tuesday, 9 March 2021 9:04 AM
To: s47F [redacted]@ional.gov.au>
Cc: [redacted]@xch.regional.gov.au>
Subject: CKI DBA [SEC=OFFICIAL]

OFFICIAL

Hi s47F [redacted]

You are probably already aware but if not, following the weekend fire there are some discussions ongoing in relation to the functionality of the DBA system on CKI.

I am told JLL have informed the AFP that the DBA was not functional to the West Island Light Industrial Area Fire Indication Panel (FIP).

Again I am told that JLL are of the belief that that responsibility for ensuring the DBA was functional rests with IOTA. They have also relayed to the AFP that they believe the DBA is not functional to the majority of FIPs on Cocos.

From my initial enquiries it appears that the LIA FIP was relocated as part of the upgrade works to the Water Corporation Office. The DBA Alarm Signalling Equipment was also relocated the phone line reconnected but there is some conjecture as to if the DBA Alarm Signalling Equipment was reconnected into the FIP.

If, as JLL are suggesting, IOTA is responsible for ongoing functionality of the DBA and other FIPs are not relaying alarms through the DBA then we should as a priority confirm which of the panels are/are not functioning as per design.

Kind regards

s47F [redacted]

OFFICIAL

s47F

From: s47F
Sent: Monday, 4 January 2021 4:14 PM
To: s47F
Subject: FW: CKI - Watercorp Office Project [SEC=OFFICIAL]
Attachments: 210104_P185A Works program Rev1.pdf; LIA Zone 2 Isolation Permit.pdf

OFFICIAL

Hi s47F

As below – s 47F are starting work on the Water Corp Office on West Island at the end of this month.

As part of the project they need to isolate Zone2 of the fire detection system for 1 month. Zone 2 covers the Admin office and a store room at the rear of the office.

Lara mentions that this may affect our insurance – although CareyMC will ensure that other fire response equipment remains in place.

I am unsure of our insurance arrangements and was hoping you may be able to provide some information on this.

Regards

s47F

s47F

Assistant Director
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s47F

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**Department of Infrastructure, Transport,
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OFFICIAL

From: s47F <[redacted]@ap.jll.com>
Sent: Monday, 4 January 2021 12:01 PM
To: s47F <[redacted]@infrastructure.gov.au>

Cc: s47F@ap.jll.com>

Subject: CKI - Watercorp Office Project

Good Morning s47F

Please see attached the upcoming project work program for the LIA Watercorp office project, great to have a program for such a long awaited project.

Please note we have been advised of the below by the contractor and one of their sub-contractors:

“As discussed yes that is correct we will need to seek approval from JLL for the isolation of zone 2 at the LIA. It will need to be explained that reinstating the zone overnight will not be possible due to the area being sealed for asbestos removal. It is also a conventional system, meaning that individual detectors cannot be isolated and that the entire collective circuit will need to be offline. Zone 2 also services the store at the rear of the office. This store is outside of the construction area but a part of conventional zone 2. Therefore this area will be offline for the period of the proposed isolation permit also.

We will then need to complete another for when we actually swap out the FIP. The exact timing of that is yet to be determined but we plan to complete this between the 16th and 26th of February 21. We should be able to do this in a day and have the system back online that night.”

It appears unavoidable that an adjacent area of the Watercorp tenancy that will be potentially utilised will not have an active FIP throughout a period of time, at this stage proposed isolation is from 28.01.2021 – 26.02.2021. The building occupants will be advised of this status. JLL would normally advise the building insurance company of these types of activities as the insurance is often predicated on the basis of an installed FIP, so it is pertinent the insurance is advised of the change of circumstance.

As the Commonwealth insurance is managed internally can you please advise the relevant department and let me know if there is any further information required.

Thank you

s47F

Director – Property and Asset Management
JLL
Level 29, Central Park
152-158 St Georges Terrace, Perth, WA, 6000

s47F

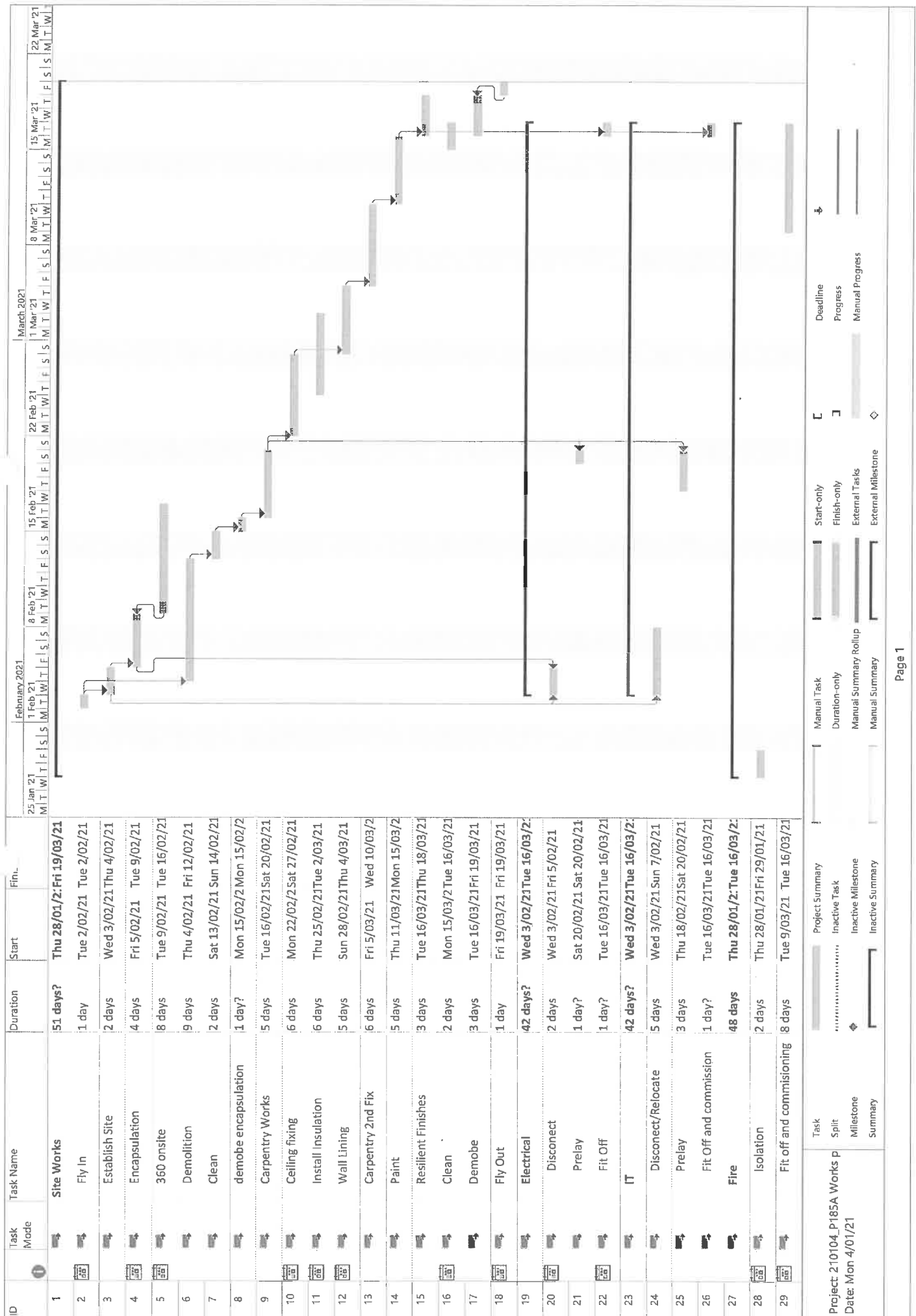
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JONES LANG
LASALLE

ENGINEERING & OPERATIONS SOLUTIONS

Fire Systems Impairment Notification

Reference
Number

This form is to be used when any isolation or impairment to the buildings fire system eg. Sprinkler, Hydrant, Hose Reel, Fire Panel and EWIS systems is carried out within JLL Managed Properties. This form is to be filled in by the fire protection services contractor (or by JLL staff/building security when isolating smoke detectors).

Impairment to the fire system can only be carried out by a qualified fire protection services contractor (or JLL Staff/building security when isolating smoke detectors only).

Section 1: Information Regarding Fire System Impairment

Company Performing Work: ESS / Green ML Date: 22/12/2020
 Contact Name: s47F Ph: s 47F
 Location of Impairment: L1A-Zone 2 Waterway office & Store.
 Reason for Impairment: Asbestos removal works / Detector & FIP removal.
 Equipment to be used: N/A

Impairment Begins

Impairment Ends

Date: 23.10.1.2021 Time: 12:00 am/pm Date: 25.10.1.2021 Time: 16:00 am/pm

Emergency Information

If a fire occurs call: 000 - Fire Brigade. Ph: 000
 Nearest Fire Alarm: MCP near staff room / MCP on FIP.

Section 2: Authorisation by Building Management

The above work is authorised to proceed subject to the following action being taken prior to work starting and procedures being maintained for the duration of the work.

Each item is to be checked by Building Management prior to work starting for each period (delete & initial if & where Not Applicable):

Signature: _____ Date: _____

Name: _____ Position/Title: _____

1. Does this isolation or impairment require any Hot Works to be performed within the building? If YES, a Hot Works permit must be completed.	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
2. Does this impairment only involve isolation of smoke detectors? If NO, the following must be completed by the Fire Protection Services Contractor performing the impairment.	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
a. Hot Works Permit completed if required	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
b. Only the required elements of the Fire System are isolated	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
c. System must be reinstated each night	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
d. Manual fire fighting equipment (extinguishers, hose reels) must be located in the impaired area	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
e. After impairment is complete all Fire Protection equipment must be put into service.	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>

Document Name: 2130 -Team Safety Manual_Fire System
Impairment Notification

Document Type: FORM

Version: 3

Last Updated: October 2009

Section: PAM / IFM



3. Check off which component of the Fire Protection System is being impaired and the times of isolation and de-isolation.

Equipment	Yes	No	Time Off-Line	Time On-Line
Smoke Detectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	28/01/2021	25/02/2021
Diesel / Electric Pumps	<input type="checkbox"/>	<input type="checkbox"/>		
Fire Indication Panel	<input type="checkbox"/>	<input type="checkbox"/>		
EWIS	<input type="checkbox"/>	<input type="checkbox"/>		
Transponders	<input type="checkbox"/>	<input type="checkbox"/>		
Fire Hose Reels	<input type="checkbox"/>	<input type="checkbox"/>		
Fire Hydrants	<input type="checkbox"/>	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>	<input type="checkbox"/>		

Section 3: Completion of Fire System Impairment

All of the above conditions have been checked and carried out before, during and after carrying out works.

Contractor Signature: _____ Date:...../...../..... Time:.....am/pm

JLL Staff Signature: _____ Date:...../...../..... Time:.....am/pm

JLL Staff / Security to issue a copy of each completed FIRE SYSTEMS IMPAIRMENT to JLL Building Management.

Document Name: 2130 -Team Safety Manual_Fire System
Impairment Notification

Document Type: FORM

Version: 3

Last Updated: October 2009

Section: PAM / IFM

s47F

From: s47F
Sent: Wednesday, 10 March 2021 9:38 PM
To: s47F
Cc:
Subject: FW: CKI DBA
Attachments: FW: CKI - Watercorp Office Project [SEC=OFFICIAL]

Good Morning s47F

Appreciating that everyone on Christmas Island are working on the Rock fall emergency, I thought I would send through an overview of the responses I have received from the JLL Engineers with regard to the queries raised that were intended to discuss tomorrow.

I will be available to discuss in greater detail if required but appreciate this may not be ideal for you all tomorrow:

- who they engaged to do the work
 [JLL] - Fire and Safety Services (FSS) through s 47F who have been appointed as the Head Contractor for CKI Water Corp. Asbestos Removal and Refurbishment Works
- how they ascertained that it was functioning after it was moved, including effectively sending the warning as intended
 [JLL] s 47F (FSS technician) stayed at the panel while s 47F (FSS Technician) walked around to inject smoke into all zones that were accessible to ensure the functionality of the system. Once that was completed they put the panel into "alarm all zones" and walked to all zones to ensure the bell, strobes and sounders were operational in all zones that did not have recorded historical faults.
 As for connection of the Alarm Signalling Equipment (ASE), FSS' techs did connect the fire side of the dialler to the FIP, being the power and alarm output. For the communications side (the phone line), s 47F confirmed that they received an email back from s 47F confirming that it had been reinstated. FSS advised that the dialler system (installed by others) was not operational regardless and had not been operational for some time.
 when this was undertaken, and
 [JLL] -The Fire Indicator panel FIP was connected on the 25th of February
- whether they advised anyone and, if so, who.
 [JLL] - on completion of testing, FSS notified s 47F supervisor) that the work associated with the relocation of Fire Indicator Panel (FIP) completed. With the ceiling not yet being installed, the final 7 x smoke detectors in the Water Corp. office (Zone 2) were not installed. This is scheduled to be completed on the next trip to Cocos between the 16th and 19th of March (pending approval) and FSS then plan to fully test and commission the site as per AS1670.1 Appendix J.

Just to note a couple of addition points that may have been relevant for discussion tomorrow:

The works involving the fire panel and detectors were advised to the Commonwealth and Comcare in advance. The FIP relocation works were scheduled to be completed during one day and the above confirmation confirms it was back on line from the 25th of Feb.

JLL are happy to arrange the ongoing maintenance and future repairs (that would be outside of any warranty) of the newly installed DBA but would need confirmation of the details of the systems, the manufacturers recommended maintenance schedules and the relevant warranty parameters. It would certainly make sense for the testing and maintenance of these systems was done simultaneously with the FIP but confirmation of the actual installation, functionality and maintenance would be required to accommodate.

Thank you

s47F

s47F

jll.com.au

From: s47F <[REDACTED]@infrastructure.gov.au>
Sent: Tuesday, 9 March 2021 4:16 PM
To: s47F <[REDACTED]@ap.jll.com>
Subject: [EXTERNAL] FW: CKI DBA [SEC=OFFICIAL]

OFFICIAL

Hi s47F

As per s47F's email below, he has some questions over the Water Corp office works and how they might relate to the fire safety system.

I did report this on to s47F from an insurance perspective but I'm not sure if this affected the Cocos Autos shed??

I made the offer of a phone conference to s47F – how are you situated for something tomorrow afternoon or maybe Wednesday morning?

Regards

s47F

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Acting Director
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OFFICIAL

From: s47F <[REDACTED]@xch.regional.gov.au>
Sent: Tuesday, 9 March 2021 12:02 PM

To: s47F
Cc: s47F
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

s47F
Thanks, we will need a bit of notice as we have s47F arriving this afternoon and have a pretty full on schedule around asset management and contractor management
Regards
s47F

OFFICIAL

From: s47F <@infrastructure.gov.au>
Sent: Tuesday, 9 March 2021 10:59 AM
To: s47F <@cck.regional.gov.au>
Cc: s47F
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

Hi s47F

Happy to arrange a phone conference with JLL if required.

Regards
s47F

s47F
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OFFICIAL

From: s47F [redacted]@xch.regional.gov.au>

Sent: Tuesday, 9 March 2021 11:43 AM

To: s47F [redacted]

Cc: [redacted]

s47F [redacted]

Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

s47F [redacted]

Thanks. That certainly confirms our suspicions as to what happened. We know there are problems with expected responders (key holders) being on call and that we really only have the recorded call/s to the AFP to rely on. I agree, let's get CCIT to immediately check ALL the DBA installations on CKI and we will address what we find from there. In relation to this specific DBA I do not recall seeing anything (nor do EMO records include such advice) that the installation was to be relocated. Certainly it is our responsibility to ensure the systems are working but without such advice we would have no cause to have checked a single device. It appears from what you have said that the relocation effectively disabled that particular DBA installation's capacity to communicate and was thus not properly completed. Whilst JLL or Water Corp may have been responsible for relocating it, we should be asking them;

- who they engaged to do the work
- how they ascertained that it was functioning after it was moved, including effectively sending the warning as intended
- when this was undertaken, and
- whether they advised anyone and, if so, who.

It particularly concerns me that JLL are now reporting that most of these devices are not functional. Again this is the first time I have heard this advice.

Regards

s47F [redacted]

OFFICIAL



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s47F

From: s47F <[REDACTED]@infrastructure.gov.au>
Sent: Monday, 4 January 2021 4:14 PM
To: s47F
Subject: FW: CKI - Watercorp Office Project [SEC=OFFICIAL]
Attachments: 210104_P185A Works program Rev1.pdf; LIA Zone 2 Isolation Permit.pdf

OFFICIAL

Hi s47F

As below – s 47F are starting work on the Water Corp Office on West Island at the end of this month.

As part of the project they need to isolate Zone2 of the fire detection system for 1 month. Zone 2 covers the Admin office and a store room at the rear of the office.

ara mentions that this may affect our insurance – although s 47F will ensure that other fire response equipment remains in place.

I am unsure of our insurance arrangements and was hoping you may be able to provide some information on this.

Regards
s47F

s47F
Assistant Director
Indian Ocean Territories
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Communications
PO Box z5048 PERTH WA
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OFFICIAL

From: s47F <[REDACTED]@ap.jll.com>
Sent: Monday, 4 January 2021 12:01 PM
To: s47F <[REDACTED]@infrastructure.gov.au>

Cc: s47F [redacted] p.jll.com>

Subject: CKI - Watercorp Office Project

Good Morning s47F [redacted] s

Please see attached the upcoming project work program for the LIA Watercorp office project, great to have a program for such a long awaited project.

Please note we have been advised of the below by the contractor and one of their sub-contractors:

“As discussed yes that is correct we will need to seek approval from JLL for the isolation of zone 2 at the LIA. It will need to be explained that reinstating the zone overnight will not be possible due to the area being sealed for asbestos removal. It is also a conventional system, meaning that individual detectors cannot be isolated and that the entire collective circuit will need to be offline. Zone 2 also services the store at the rear of the office. This store is outside of the construction area but a part of conventional zone 2. Therefore this area will be offline for the period of the proposed isolation permit also.

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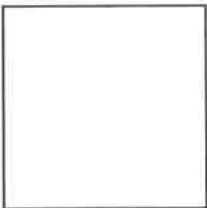
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Thank you



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s47F

From: s47F [redacted]@ck.regional.gov.au>
Sent: Thursday, 11 March 2021 10:51 AM
To: s47F [redacted]
Cc: [redacted]
Subject: FW: CKI DBA [SEC=OFFICIAL]
Attachments: FW: CKI - Watercorp Office Project [SEC=OFFICIAL]

OFFICIAL

Good Morning Gents,

Differs a little from what is being said on the ground.

In any case we have a serious communication problem that we should look at remedying whilst an ongoing maintenance arrangement can be put into place. That is, if Fire and Safety Services or JLL are made aware of incorrect operation or malfunctions of any Direct Brigade Alarm – Alarm Signalling Equipment they should notify the EMO (or another nominated IOTA Officer) immediately.

Kind regards

s47F

OFFICIAL

From: s47F [redacted]@ap.jll.com>
Sent: Wednesday, 10 March 2021 5:08 PM
To: s47F [redacted]@infrastructure.gov.au>
Cc: [redacted]@regional.gov.au>
Subject: FW: CKI DBA

Good Morning s47F [redacted]

Appreciating that everyone on Christmas Island are working on the Rock fall emergency, I thought I would send through an overview of the responses I have received from the JLL Engineers with regard to the queries raised that were intended to discuss tomorrow.

I will be available to discuss in greater detail if required but appreciate this may not be ideal for you all tomorrow:

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- whether they advised anyone and, if so, who.

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Thank you

s47F

jll.com.au

From: s47F frastructure.gov.au>

Sent: Tuesday, 9 March 2021 4:16 PM

To: s47F @ap.jll.com>

Subject: [EXTERNAL] FW: CKI DBA [SEC=OFFICIAL]

OFFICIAL

Hi s47F

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I did report this on to s 47F from an insurance perspective but I'm not sure if this affected the Cocos Autos shed??

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Regards

s47F

s47F

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OFFICIAL

From: s47F <[redacted]@xch.regional.gov.au>
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To: s47F <[redacted]@cck.regional.gov.au>
Cc: S <[redacted]>
Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

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Thanks, we will need a bit of notice as we have s47F arriving this afternoon and have a pretty full on schedule around asset management and contractor management
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OFFICIAL

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Cc: [redacted]
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s47F

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OFFICIAL

From: s47F @xch.regional.gov.au>

Sent: Tuesday, 9 March 2021 11:43 AM

To: s47F gov.au>

Cc: infrastructure.gov.au>, s47F

s47F @infrastructure.gov.au>

Subject: RE: CKI DBA [SEC=OFFICIAL]

OFFICIAL

s47F

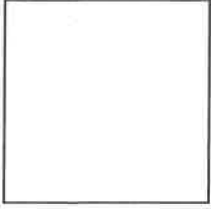
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Regards

OFFICIAL



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s47F

From: s47F@infrastructure.gov.au>
Sent: Monday, 4 January 2021 4:14 PM
To: s47F
Subject: FW: CKI - Watercorp Office Project [SEC=OFFICIAL]
Attachments: 210104_P185A Works program Rev1.pdf; LIA Zone 2 Isolation Permit.pdf

OFFICIAL

Hi s47F

As below – s 47F are starting work on the Water Corp Office on West Island at the end of this month.

As part of the project they need to isolate Zone2 of the fire detection system for 1 month. Zone 2 covers the Admin office and a store room at the rear of the office.

s 47F mentions that this may affect our insurance – although s 47F will ensure that other fire response equipment remains in place.

I am unsure of our insurance arrangements and was hoping you may be able to provide some information on this.

Regards

s47F

s47F

Assistant Director
 Indian Ocean Territories
 Government Arrangements
 | Territories Division
 Department of
 Infrastructure, Transport,
 Regional Development and
 Communications
 PO Box z5048 PERTH WA
 6831

s47F

W:
www.infrastructure.gov.au



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Department of Infrastructure, Transport,
 Regional Development and Communications

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OFFICIAL

From: s47F@ap.jll.com>
Sent: Monday, 4 January 2021 12:01 PM
To: s47F@infrastructure.gov.au>

Cc: s47F [redacted]@ap.jll.com>

Subject: CKI - Watercorp Office Project

Good Morning s47F [redacted]

Please see attached the upcoming project work program for the LIA Watercorp office project, great to have a program for such a long awaited project.

Please note we have been advised of the below by the contractor and one of their sub-contractors:

“As discussed yes that is correct we will need to seek approval from JLL for the isolation of zone 2 at the LIA. It will need to be explained that reinstating the zone overnight will not be possible due to the area being sealed for asbestos removal. It is also a conventional system, meaning that individual detectors cannot be isolated and that the entire collective circuit will need to be offline. Zone 2 also services the store at the rear of the office. This store is outside of the construction area but a part of conventional zone 2. Therefore this area will be offline for the period of the proposed isolation permit also.

We will then need to complete another for when we actually swap out the FIP. The exact timing of that is yet to be determined but we plan to complete this between the 16th and 26th of February 21. We should be able to do this in a day and have the system back online that night.”

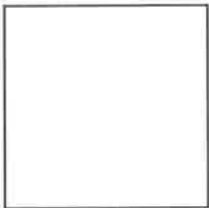
It appears unavoidable that an adjacent area of the Watercorp tenancy that will be potentially utilised will not have an active FIP throughout a period of time, at this stage proposed isolation is from 28.01.2021 – 26.02.2021. The building occupants will be advised of this status. JLL would normally advise the building insurance company of these types of activities as the insurance is often predicated on the basis of an installed FIP, so it is pertinent the insurance is advised of the change of circumstance.

As the Commonwealth insurance is managed internally can you please advise the relevant department and let me know if there is any further information required.

Thank you

s 47F [redacted]

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s47F

From: s47F @lelink.net.au>
Sent: Thursday, 11 March 2021 5:27 PM
To: s47F
Cc: ACT-EXT-TERRITORIES
Subject: Letter to s47F DIRD - fire alarm status.
Attachments: Letter to s47F DIRD - fire alarm status..docx.docx

Hi s47F

Please see attached correspondence requesting information regarding the Fire Alarm panel and DBA ASE system in the WaterCorp building within the Light Industrial Area on West island, Cocos Keeling Islands.

Kind regards

s47F

s47F

Officer In Charge
COCOS (KEELING) ISLANDS POLICE
ACT POLICING
Tel +61(0) s47F



POLICING FOR
A SAFER AUSTRALIA



11 March 2021

s47F

Acting Director
Indian Ocean Territories Government Arrangements
Territories Division Department of Infrastructure, Transport, Regional
Development and Communications

Dear s47F

On Saturday 6 March 2021, a fire occurred at business trading as Cocos Autos and Hire. The business is located in the Light Industrial Area (LIA), Sydney Highway West island, Cocos Keeling Islands.

Unfortunately, the fire resulted in substantial property loss and major structural damage to the building. The AFP were alerted to the fire by members of the community, the AFP did not receive a message from the Direct Brigade Alarm (DBA) Alarm Signalling equipment (ASE).

The premise is owned by the Commonwealth and managed by Jones Lang Lasalle (JLL). JLL subcontract the building fire services to Christmas Island Fire and Safety. The premises were fitted with fire alarms that were connected to a fire alarm panel and DBA ASE system.

With the assistance of an investigator from the Department of Fire and Emergency Services, I am making inquiries in relation to the source and cause of the fire. Amongst other avenues of inquiries, I have had reason to examine a fire alarm panel that is located in the Water Corp building within the LIA. The fire alarm panel has registered an alarm activation at Zone 6 Cocos Autos, unfortunately the time recorded displays the alarm activation occurring at 12:21:51 on 30/04/1986. This recorded date /time is either incorrect or no alarm was registered on the panel. Other inquiries have led me to believe that within ten days of the alarm activation, the fire panel in WaterCorp building was relocated.

I have commenced inquiries regarding ownership, responsibility and maintenance of the Fire Alarm panel and DBA ASE within the WaterCorp building. It is apparent that numerous stakeholders have involvement but limited knowledge of the responsibility for the Fire Alarm services.

I require your assistance with the regard to the following queries,

- Explanation of alarms and notifications that are produced when an alarm is activated and registered on Fire alarm panel and DBA ASE system.
- The operational status of the Fire Alarm Panel and DBA ASE that connected Cocos Autos and Hire to the Fire Alarm panel located in WaterCorp on the morning of 6 MARCH 2021
- Any works commenced/completed on the same Fire Alarm panel and DBA ASE, including movements and by whom prior to the 6 March 2021
- Map of fire alarm system installed in Cocos Autos

AFP ACTP EXTERNAL TERRITORIES
CKI Police Nelson Mandela Drive, West
Island, Cocos Keeling islands WA 6799

Australian Federal Police
Telephone: 08 91626600

ABN 17 864 931 143
Email: s47F@gov.au

- Confirmation that the recorded time on the alarm registered on the WaterCorp Fire Alarm panel was as a result of the fire incident
- the correct date/time of Cocos Autos and Hire fire alarm activation.

I am aware that IOTA is has initiated testing of all DBA ASE systems on island as a result of the fire incident.

Yours sincerely

s47E(c)

Officer in Charge
Cocos Islands Police

s47F

From: s47F @ap.jll.com>
Sent: Thursday, 11 March 2021 6:07 PM
To: s47F
Subject: FW: Cocos Island LIA FIP

s47F

jll.com.au

From: s47F @ap.jll.com>
Sent: Thursday, 11 March 2021 11:09 AM
To: s47F @ap.jll.com>
Subject: FW: [EXTERNAL] FW: Cocos Island LIA FIP

Hi s47F

FYI.

Thanks.

s47F

From: Fire & Safety Services - Christmas Island s47F
Sent: Thursday, 11 March 2021 9:55 AM
To: s47F @ap.jll.com>
Subject: [EXTERNAL] FW: Cocos Island LIA FIP

Hi s47F

As discussed please see below advice from our electrical technician regarding the time frame for the swap out of the FIP at the Cocos LIA.

Kind regards,

s47F

Fire & Safety Services Co.
Gaze Rd, Christmas Island
WA 6798

Email s47F
Mob:
Tel:



From: Fire & Safety Services-Christmas Island s47F
Sent: Thursday, 11 March 2021 9:19 AM
To: christmasisland.fss@iinet.net.au
Subject: Cocos Island LIA FIP

Good mornin s47F

Work on isolating, disconnecting and reconnecting the LIA FIP commenced on the 24th of February 2021 at 0630. On inspection of the existing installation cable runs, we realised that the task was going to be more time consuming than first thought.

We had 19 cables entering the existing FIP and our first thoughts were that we would be able to pull enough length on the cables to get them to the position of the new FIP location. This was not to be the case, all but 4 circuits required a junction and extending. This is a time consuming activity that was unexpected.

By 1700 the installation still had 6hrs to complete and then testing to complete so we decided to call it a day and pick up where we left off at 0630 the following day.

The relocation of the FIP and testing of zones that did not have historical faults was completed at 1230 on the 25th of February 2021.

s47F

Fire & Safety Services Co.
Gaze Road,
Christmas Island, WA 6798

Email: s47F
Tel: s47F
Mob: s47F



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s47F

From: s47F @cck.regional.gov.au>
Sent: Friday, 12 March 2021 11:46 AM
To: s47F
Subject: FW: Fire Panel testing [SEC=OFFICIAL]
Attachments: Fire alarm dialer test 2021.xlsx

OFFICIAL

Good Morning Gents ,

Are you comfortable for me to pass this info onto the AFP, Shire, and JLL so they are aware of the three failed DBA ASEs and can take steps to mitigate potential risks.

Kind regards

s47F

OFFICIAL

From: s47F
Sent: Thursday, 11 March 2021 4:35 PM
To: s47F @xch.regional.gov.au> s47F s4 @xch.regional.gov.au>
Subject: FW: Fire Panel testing [SEC=OFFICIAL]

OFFICIAL

Good Afternoon Gents,

CCIT have completed their tests of the DBA ASEs. Please see attached for further action.

Kind regards

s47F

OFFICIAL

From: s47F @gmail.com>
Sent: Thursday, 11 March 2021 3:15 PM
To: s47F @cck.regional.gov.au>; s47F @gmail.com
Subject: Fire Panel testing

Hello s47F

Please find attached the results of the fire panel dialer testing on West and Home Island.
Please let us know if you require any additional information.

Regards,

Location	Dialer Phone Number	Dated checked	Result
Watercorp Office W.I.	08 9162 7658	11/03/2021	s22
			Failed Test
			s22
West Island Barrack Store FIP		9/03/2021	No test conducted
s22			

Comment

s22

[Redacted comment text]

Note in panel log book, ASE not working, not powered, confirmed working phone line.

s22

[Redacted comment text]

s22

[Redacted comment text]

s47F

From: s47F ck.regional.gov.au>
Sent: Friday, 12 March 2021 11:57 AM
To: s47F
Subject: FW: ASE dialer Watercorp [SEC=OFFICIAL]

OFFICIAL

Good Morning Gents,

Please see below confirmation that the ASE to the Water Corporation FIP was not reinstated following the relocation.

Kind regards

s47F

OFFICIAL

From: s47F
Sent: Friday, 12 March 2021 7:25 AM
To: 'support.ccit@cki.cc' <support.ccit@cki.cc>
Cc: s47F ki.cc
Subject: RE: ASE dialer Watercorp [SEC=OFFICIAL]

OFFICIAL

Thanks s47F

No need to update the spreadsheet the below email will serve as confirmation.

Kind regards

s47F

s47F

Cocos – Operations Manager, Indian Ocean Territories Administration
 Department of Infrastructure, Transport, Regional Development and
 Communications
 PO Box 1051, Cocos (Keeling) Island, Indian Ocean, WA 6799

s47F | w www.infrastructure.gov.au



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OFFICIAL

From: support.ccit@cki.cc <support.ccit@cki.cc>
Sent: Friday, 12 March 2021 7:20 AM

To s47F

Cc

Subject: ASE dialer Watercorp

H s47F

I can confirm that the Watercorp ASE unit status hasn't been altered.
The phone line is active but not connected in the ASE enclosure.
I can update the spreadsheet and resent if required.

Regards,

s47F

Communication Technician
Cocos Communications & IT Pty Ltd
Administration Building
West Island
Cocos (Keeling) Islands, WA 6799
E support.ccit@cki.cc
P s47F



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s47F

From: s47F @xch.regional.gov.au>
Sent: Friday, 12 March 2021 12:37 PM
To: s47F
Subject: FW: Fire Panel testing [SEC=OFFICIAL]
Attachments: Fire alarm dialer test 2021.xlsx

OFFICIAL

s47F

Attached results of the DBA testing. I understand the remaining DBAs are available for testing today. As can be seen the majority of them are working. I have to say I find it strange (at the least) that there would be recorded notes that ASEs are causing problems, have been disconnected and the fault not rectified nor advice provided to us as owners. Given this I wonder how many of the CI devices are also not working?
 Can these be attended to as a matter of urgency, please?

Regards

s47F

Senior Operations Manager
 Indian Ocean Territories Administration,
 Department of Infrastructure, Transport, Regional
 Development and Communications
 PO Box 868, Christmas Island, Indian Ocean WA 6798

s47F

www.infrastructure.gov.au

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OFFICIAL

From: s47F @cck.regional.gov.au>
Sent: Thursday, 11 March 2021 5:05 PM
To: s47F @xch.regional.gov.au> s47F @xch.regional.gov.au>
Subject: FW: Fire Panel testing [SEC=OFFICIAL]

OFFICIAL

Good Afternoon Gents,

CCIT have completed their tests of the DBA ASEs. Please see attached for further action.

Kind regards

s47F

OFFICIAL

From: s47F [REDACTED]@gmail.com>
Sent: Thursday, 11 March 2021 3:15 PM
To: s47F [REDACTED]@cck.regional.gov.au>; s47F [REDACTED]@gmail.com
Subject: Fire Panel testing

Hello s47F [REDACTED]

Please find attached the results of the fire panel dialer testing on West and Home Island.
Please let us know if you require any additional information.

Regards,

s47F

From: s47F;@ap.jll.com>
Sent: Friday, 12 March 2021 1:13 PM
To: s47F
Cc:
Subject: FW: Fire Panel testing

Good Morning s47F

No problems at all, On behalf of JLL I would be happy to facilitate work orders for the issues to be rectified.

In the first instance would you be able to provide the relevant product manuals, handover installation details and any manufacturers maintenance guides to enable to us to do this properly.

I agree it would be pertinent to test the CI systems also, please advise I can assist with this process in anyway.

Thank you

s47F

jll.com.au

From: s47F@infrastructure.gov.au>
Sent: Friday, 12 March 2021 9:37 AM
To: s47F@infrastructure.gov.au>; s47F;@ap.jll.com>
Subject: [EXTERNAL] FW: Fire Panel testing [SEC=OFFICIAL]

OFFICIAL

s47F

Attached results of the DBA testing. I understand the remaining DBAs are available for testing today. As can be seen the majority of them are working. I have to say I find it strange (at the least) that there would be recorded notes that ASEs are causing problems, have been disconnected and the fault not rectified nor advice provided to us as owners. Given this I wonder how many of the CI devices are also not working?

Can these be attended to as a matter of urgency, please?

Regards

s47F

Senior Operations Manager
 Indian Ocean Territories Administration,
 Department of Infrastructure, Transport, Regional
 Development and Communications
 PO Box 868, Christmas Island, Indian Ocean WA 6798

s47F

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OFFICIAL

From: s47F [redacted]@cck.regional.gov.au>
Sent: Thursday, 11 March 2021 5:05 PM
To: s47F [redacted]@xch.regional.gov.au>; s47F [redacted]@xch.regional.gov.au>
Subject: FW: Fire Panel testing [SEC=OFFICIAL]

OFFICIAL

Good Afternoon Gents,

CCIT have completed their tests of the DBA ASEs. Please see attached for further action.

Kind regards

s47F [redacted]

OFFICIAL

From: s47F [redacted]@gmail.com>
Sent: Thursday, 11 March 2021 3:15 PM
To: s47F [redacted]@cck.regional.gov.au>; s47F [redacted]@gmail.com
Subject: Fire Panel testing

Hello s47F [redacted]

Please find attached the results of the fire panel dialer testing on West and Home Island.
Please let us know if you require any additional information.

Regards,

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s47F

From: s47F <[REDACTED]@ap.jll.com>
Sent: Tuesday, 16 March 2021 12:13 PM
To: s47F
Cc:
Subject: CKI - LIA - Fire Incident - Response to AFP Queries - DIRD - fire alarm status.
Attachments: Warden List Light Industrial.pdf; Fires Service Response Chart.pdf

Good Morning s47F

Please see below the response from JLL with regard to the queries raised in the attached.

- Explanation of alarms and notifications that are produced when an alarm is activated and registered on Fire alarm panel goes to who - the Fire Indicator Panel (FIP) audible fire alarm goes off, upon receipt of a signal from a smoke detector activation in the premises. The audible alarm alerts the occupants and the head warden organisation who have received training on the ground (with the exception of during COVID travel restrictions in 2020) to react as per their Fire and Evacuation training or plans on display throughout each premises. The current warden list for the LIA is attached. During afterhours the fire alarm alerts occupants to evacuate the premises as per Fire Emergency and Evacuation Maps located in the premises or the training undertaken by building occupants. With regard to this incident one of our contractor's employee was working at Watercorp at the time of the fire alarm on 6 March 2021 and heard the audible alarm go off. JLL are advised that IOT have arranged for line monitoring of the FIP alarms via a phone dialler system, called an ASE, that was installed by others. It has not been handed over to JLL to manage as yet so JLL are unable to comment on the specific intentions or establishment of this system.
- The operational status of the Fire Alarm Panel and DBA ASE that connected Cocos Autos and Hire to the Fire Alarm panel located in WaterCorp on the morning of 6 MARCH 2021. JLL were advised by our contractor, that the fire alarm in Zone 6 went off on the FIP on the morning of 6 March 2021. Refer to the attached zone plan, zone 6 relates to Cocos Autos premises. While it recorded the incorrect time and date, the Fire alarm event was recorded. Our fire services company will attend the FIP this week to count back the days and time before resetting the FIP to the current date from the default setting to provide to JLL the exact time and date details which will then be available to all relevant parties.
- Any works commenced/completed on the same Fire Alarm panel and DBA ASE, including movements and by whom prior to the 6 March 2021 - Relocation of fire indicator panel started on 06.30am on 24/02/2021 and was completed at approximately 12.30pm on 25/02/2021 by 2 x FSS technician. FSS advised that s47F (FSS technician #1) stayed at the panel while s47F (FSS Technician #2) walked around to inject smoke into all zones that were accessible to ensure the functionality of the system post FIP relocation. Once that was completed, they put the panel into "alarm all zones" and walked to all zones to ensure the bell, strobes and sounders were operational in all zones.

As for connection of the Alarm Signalling Equipment (ASE) JLL are not aware of the installation or operation requirements of this equipment, although FSS have indicated this equipment has been partially installed by an alternate supplier yet not fully connected to date. FSS advised that their technicians did connect the fire side of the dialler to the FIP, being the **power** and **alarm** output. For the **Communications side** (the phone line), CareyMC confirmed that it was done through s 47F (from Cocos Communication) who confirmed that the ASE TPS phone line and the ASE earth were both run into the FIP and Dialler, and were available for connection.

- Map of fire alarm system installed in Cocos Autos. Our Fire alarm Zone plan for the LIA is Attached.

- Confirmation that the recorded time on the alarm registered on the WaterCorp Fire Alarm panel was as a result of the fire incident. This means this fire incident not a past one. JLL have been advised by the contractor "The recorded time on the fire panel was the result of the March 6 2021 fire incident. It is acknowledged that the FIP time and date setting of the recorded event, was incorrect as a result of the fire panel being isolated, moved and reinstated. Our contractor intends to count back the days and time to confirm the actual time and date of the zone 6 alarm before they reinstate the FIP to current date and time from the factory default setting. This will be completed this week ending Friday 19 March"
- The correct date/time of Cocos Autos and Hire fire alarm activation. As above, our contractor intends to count back the days and time to confirm the actual time and date of the zone 6 alarm before they reinstate the FIP to current date and time from the factory default setting. This will be completed this week ending Friday 19 March

We trust the above clarifies any queries you may have please do not hesitate to advise should you have any further queries.

Thank you

s47F

jll.com.au

From: s47F@infrastructure.gov.au>
Sent: Monday, 15 March 2021 10:05 AM
To: s47F@ap.jll.com>
Subject: [EXTERNAL] FW: Letter to s47F - DIRD - fire alarm status. [SEC=OFFICIAL]

OFFICIAL

Hi s47F

Hope you had a good weekend.

Just left you a phone message – hoping to catch up some time today to look at s47F list of questions – attached.

I have a phone call until about 10.30 but all clear after that.

Regards

s47F

s47F
 Acting Director
 Indian Ocean Territories
 Government Arrangements
 | Territories Division
 Department of
 Infrastructure, Transport,
 Regional Development and
 Communications
 PO Box z5048 PERTH WA
 6831
 t: s47F



Australian Government
 Department of Infrastructure, Transport,
 Regional Development and Communications

m:s47F
w:
www.infrastructure.gov.au

The department proudly acknowledges the Traditional Owners and Custodians of Australia, and their continuing connections to the land, waters and communities. We pay our respects to them and to their Elders past, present and emerging.

OFFICIAL

From: s47E(c)
Sent: Thursday, 11 March 2021 2:27 PM
To: s47F @infrastructure.gov.au
Cc: ACT-EXT-TERRITORIES <ACT-EXT-TERRITORIES@afp.gov.au>
Subject: Letter to s47F DIRD - fire alarm status.

Hi s47F

Please see attached correspondence requesting information regarding the Fire Alarm panel and DBA ASE system in the WaterCorp building within the Light Industrial Area on West island, Cocos Keeling Islands.

Kind regards

s47E(c)

s47E(c)

Officer In Charge
COCOS (KEELING) ISLANDS POLICE
ACT POLICING
Tel s47E(c)



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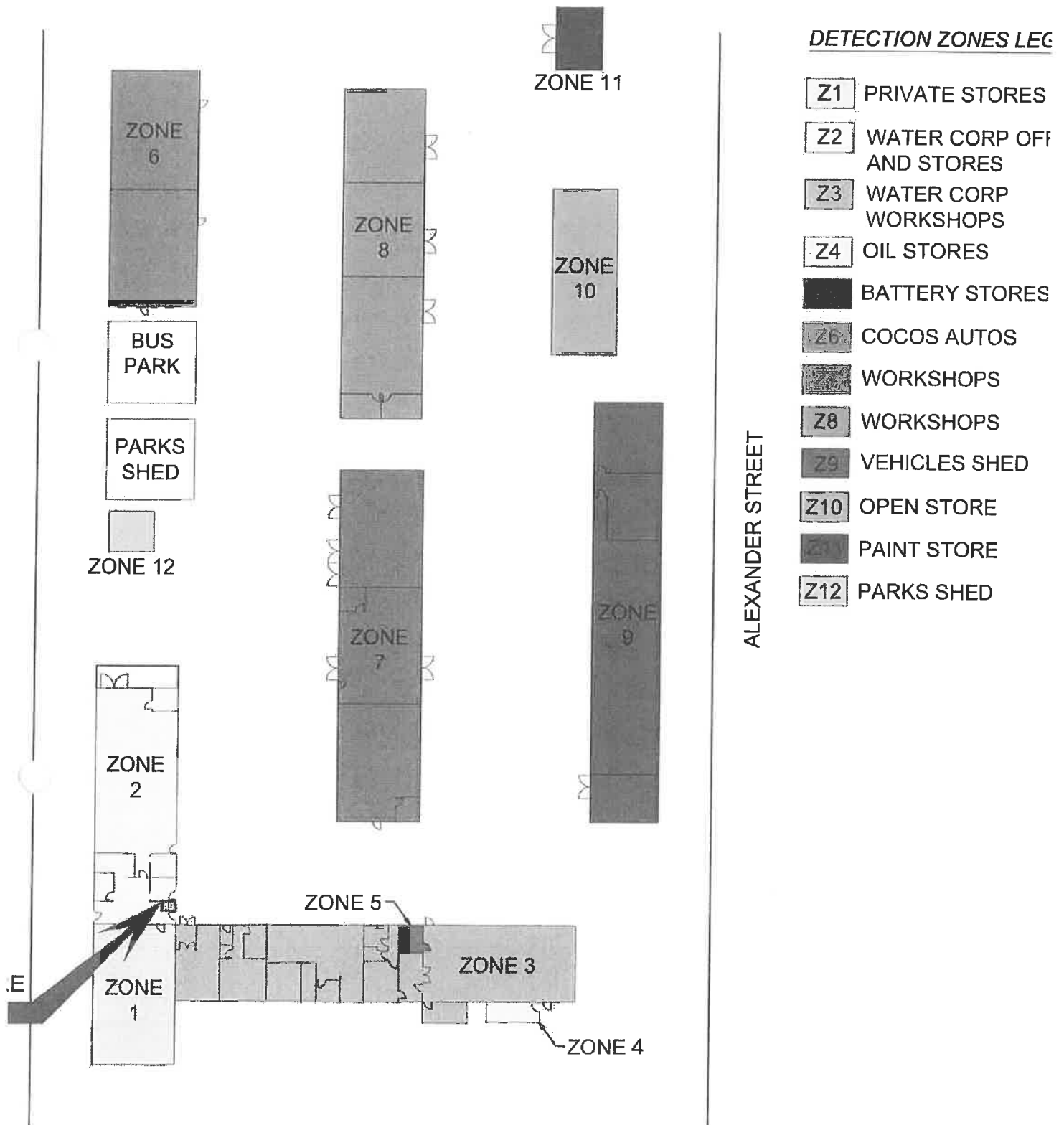


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IN THE EVENT OF A FIRE RING '000' TO ENSURE FIRE SERVICE RESPONSE



s47F

From: s47F
Sent: Tuesday, 16 March 2021 1:39 PM
To: s47F
Cc: s47F
Subject: RE: CKI - LIA - Fire Incident - Response to AFP Queries - DIRD - fire alarm status.
 [SEC=OFFICIAL]

OFFICIAL

Hi s47F

Thanks very much for providing answers to s47F questions.

I acknowledge that further information will be required from my Department in relation to the DBA system to provide a complete answer to some of the questions.

Hopefully the FSS visit will also provide s47F with the info he needs.

Regards

s47F

s47F

Acting Director
 Indian Ocean Territories
 Government Arrangements
 | Territories Division
 Department of
 Infrastructure, Transport,
 Regional Development and
 Communications
 PO Box z5048 PERTH WA
 6831
 t: s47F
 m: s47F
 w:
www.infrastructure.gov.au



Australian Government

**Department of Infrastructure, Transport,
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The department proudly acknowledges the Traditional Owners and Custodians of Australia, and their continuing connections to the land, waters and communities. We pay our respects to them and to their Elders past, present and emerging.

OFFICIAL

From: s47F <s47F@ap.jll.com>
Sent: Tuesday, 16 March 2021 9:13 AM
To: s47F
Cc: s47F
Subject: CKI - LIA - Fire Incident - Response to AFP Queries - DIRD - fire alarm status.

Good Morning s47F

Please see below the response from JLL with regard to the queries raised in the attached.

- Explanation of alarms and notifications that are produced when an alarm is activated and registered on Fire alarm panel goes to who - the Fire Indicator Panel (FIP) audible fire alarm goes off, upon receipt of a signal from a smoke detector activation in the premises. The audible alarm alerts the occupants and the head warden organisation who have received training on the ground (with the exception of during COVID travel restrictions in 2020) to react as per their Fire and Evacuation training or plans on display throughout each premises. The current warden list for the LIA is attached. During afterhours the fire alarm alerts occupants to evacuate the premises as per Fire Emergency and Evacuation Maps located in the premises or the training undertaken by building occupants. With regard to this incident one of our contractor's employee was working at Watercorp at the time of the fire alarm on 6 March 2021 and heard the audible alarm go off. JLL are advised that IOT have arranged for line monitoring of the FIP alarms via a phone dialler system, called an ASE, that was installed by others. It has not been handed over to JLL to manage as yet so JLL are unable to comment on the specific intentions or establishment of this system.
- The operational status of the Fire Alarm Panel and DBA ASE that connected Cocos Autos and Hire to the Fire Alarm panel located in WaterCorp on the morning of 6 MARCH 2021. JLL were advised by our contractor, that the fire alarm in Zone 6 went off on the FIP on the morning of 6 March 2021. Refer to the attached zone plan, zone 6 relates to Cocos Autos premises. While it recorded the incorrect time and date, the Fire alarm event was recorded. Our fire services company will attend the FIP this week to count back the days and time before resetting the FIP to the current date from the default setting to provide to JLL the exact time and date details which will then be available to all relevant parties.
- Any works commenced/completed on the same Fire Alarm panel and DBA ASE, including movements and by whom prior to the 6 March 2021 - Relocation of fire indicator panel started on 06.30am on 24/02/2021 and was completed at approximately 12.30pm on 25/02/2021 by 2 x FSS technician. FSS advised that s 47F (FSS technician #1) stayed at the panel while s 47F (FSS Technician #2) walked around to inject smoke into all zones that were accessible to ensure the functionality of the system post FIP relocation. Once that was completed, they put the panel into "alarm all zones" and walked to all zones to ensure the bell, strobes and sounders were operational in all zones.

As for connection of the Alarm Signalling Equipment (ASE) JLL are not aware of the installation or operation requirements of this equipment, although FSS have indicated this equipment has been partially installed by an alternate supplier yet not fully connected to date. FSS advised that their technicians did connect the fire side of the dialler to the FIP, being the **power** and **alarm** output. For the **Communications side** (the phone line), CareyMC confirmed that it was done through s 47F (from Cocos Communication) who confirmed that the ASE TPS phone line and the ASE earth were both run into the FIP and Dialler, and were available for connection.

- Map of fire alarm system installed in Cocos Autos. Our Fire alarm Zone plan for the LIA is Attached.
- Confirmation that the recorded time on the alarm registered on the WaterCorp Fire Alarm panel was as a result of the fire incident. This means this fire incident not a past one. JLL have been advised by the contractor "The recorded time on the fire panel was the result of the March 6 2021 fire incident. It is acknowledged that the FIP time and date setting of the recorded event, was incorrect as a result of the fire panel being isolated, moved and reinstated. Our contractor intends to count back the days and time to confirm the actual time and date of the zone 6 alarm before they reinstate the FIP to current date and time from the factory default setting. This will be completed this week ending Friday 19 March"
- The correct date/time of Cocos Autos and Hire fire alarm activation. As above, our contractor intends to count back the days and time to confirm the actual time and date of the zone 6 alarm before they reinstate the FIP to current date and time from the factory default setting. This will be completed this week ending Friday 19 March

We trust the above clarifies any queries you may have please do not hesitate to advise should you have any further queries.

Thank you

s47F

jll.com.au

From: s47F <[REDACTED]@infrastructure.gov.au>
Sent: Monday, 15 March 2021 10:05 AM
To: s47F <[REDACTED]@ap.jll.com>
Subject: [EXTERNAL] FW: Letter to s47F [REDACTED] DIRD - fire alarm status. [SEC=OFFICIAL]

OFFICIAL

Hi s47F

Hope you had a good weekend.

Just left you a phone message – hoping to catch up some time today to look at s47F [REDACTED] list of questions – attached.

I have a phone call until about 10.30 but all clear after that.

Regards

s47F

s47F

Acting Director
Indian Ocean Territories
Government Arrangements
| Territories Division
Department of
Infrastructure, Transport,
Regional Development and
Communications
PO Box z5048 PERTH WA
6831
t: s47F [REDACTED]
m: [REDACTED]
w:
www.infrastructure.gov.au

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OFFICIAL

From: s47E(c)
Sent: Thursday, 11 March 2021 2:27 PM
To: s47F @infrastructure.gov.au>
Cc: ACT-EXT-TERRITORIES <ACT-EXT-TERRITORIES@afp.gov.au>
Subject: Letter to s47F - DIRD - fire alarm status.

Hi s47F

Please see attached correspondence requesting information regarding the Fire Alarm panel and DBA ASE system in the WaterCorp building within the Light Industrial Area on West island, Cocos Keeling Islands.

Kind regards

s47E(c)

s47E(c)

Officer In Charge
COCOS (KEELING) ISLANDS POLICE
ACT POLICING
Tel s47E(c)



POLICING FOR
A SAFER AUSTRALIA

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then please respond to the sender to this effect. JLL acknowledges that we operate on the lands of the Australian Aboriginal people. We pay our respects to their Elders past, present and to emerging leaders.

s47F

From: s47F
Sent: Wednesday, 17 March 2021 10:31 AM
To: s47F
Subject: FW: Letter to s47F - DIRD - fire alarm status. [SEC=OFFICIAL]
Importance: High

OFFICIAL

Hi s47F

I understand you were liaising with s47F and others about the alarm system on Cocos for this (and other) buildings. Can you please add any further detail that is missing from this response with regard to responsibility and actions.

Once completed and discussed with s47F and s47F, please email back to me. Happy to discuss as a group if required.

Thanks,

s47F

s47F

Director, Indian Ocean Territories Administration
 Department of Infrastructure, Transport, Cities and Regional Development
 PO Box 868, Christmas Island, Indian Ocean WA 6798

s47F

@infrastructure.gov.au | w www.infrastructure.gov.au



Providing good governance in the territories – delivering services, legislative frameworks and infrastructure.

OFFICIAL

From: s47F @infrastructure.gov.au>
Sent: Tuesday, 16 March 2021 6:22 PM
To: s47F @infrastructure.gov.au>
Cc: s47F @infrastructure.gov.au>
Subject: RE: Letter to s47F - DIRD - fire alarm status. [SEC=OFFICIAL]

OFFICIAL

Hi s47F

As mentioned today, here are the answers I have compiled to the queries put to me by s47F

I suspect he may be dissatisfied with the answers around the Direct Brigade Alarm system but rightly or wrongly that was the state of play from my / JLL's side. We should have communicated with s47F or the EMO to find out more but

we didn't – then a million other things overtake this thing. That is not to say that we are doing nothing in the LIA electrical arena – we are doing lots.

I haven't sent this further afield – wanted you to have a read first. I am keen to get it sent off to Aaron then s47F this week if possible.

Can chat tomorrow.

Hi s47E(c)

Following receipt of your 11 March 2021 correspondence seeking information on the Fire Alarm Panel (FIP) and Direct Brigade Alarm (DBA) Automatic Signalling Equipment (ASE) situated in the Water Corporation Building, West Island Cocos (Keeling) Islands, I have made contact with property managers JLL in an effort to provide answers to the questions you have posed.

Given the technical nature of this equipment, JLL have in turn made enquiries with fire safety contractors, Fire and Safety Services (FSS) for assistance with some answers.

The answers to your six queries are as follows:

Explanation of alarms and notifications that are produced when an alarm is activated and registered on Fire alarm panel and DBA ASE system.

The fire alarm system is that of a Fire Indicator Panel that will set off an audible alarm upon receipt of a signal from smoke detectors installed in the premises.

A DBA system exists in buildings on the island however we are not aware of the status of the installation project. JLL have not been actively managing that system.

The operational status of the Fire Alarm Panel and DBA ASE that connected Cocos Autos and Hire to the Fire Alarm panel located in WaterCorp on the morning of 6 MARCH 2021

JLL was advised by the fire safety contractor Fire and Safety Services (FSS) that the alarm was operational and Zone 6 was set off on the FIP on the morning of 6 March 2021, sounding an audible alarm.

Subsequently it was discovered that while the alarm has been recorded as required, it has been recorded at the incorrect date and time.

Any works commenced/completed on the same Fire Alarm panel and DBA ASE, including movements and by whom prior to the 6 March 2021

Due to substantial works at the Water Corporation office, relocation of the FIP was initiated at 0630 hours on Wednesday 24 February 2021 and was completed with reactivation at about 1230 hours on Thursday 25 February 2021 by two Fire and Safety Services (FSS) technicians.

The procedure followed to reinstate the system was carried out as follows:

- One technician remains at the FIP
- Other technician attends each zone and injects smoke into each detector
- The technician at the FIP ensures the panel receives the detector signal

- The FIP is then activated to set off the alarm in all zones
- Technicians then visit each zone to ensure alarm sounders and strobes are operational in all zones.

Please note again that this procedure is for audible alarm system, not DBE system.

With regard to the Alarm Signalling Equipment, FSS advised JLL that the equipment has been installed by an alternate supplier but not fully connected. From enquiries JLL have established:

- FSS advise that their technicians connected the fire side of the dialler to the FIP – this being the POWER and ALARM output
- Cocos Communication dealt with the communications side (phone line) running both the Alarm Signalling Equipment (ASE) TPS phone line and earth into the FIP and dialler – making both available for connection.

(Please note that while I write this, I have no technical understanding – clarification with the contractors will need to be undertaken)

Map of fire alarm system installed in Cocos Autos.

Please find the Fire Alarm Zone Plan for the LIA as attached.

While this chart is higher level, it does confirm that the Cocos Autos shed is Zone 6 as recorded on the FIP.

We have no electronic copy of the fire alarm system layout inside the Cocos Autos shed. A hard copy, hand drawn plan of each LIA building alarm layout exists in the FIP.

Confirmation that the recorded time on the alarm registered on the WaterCorp Fire Alarm panel was as a result of the fire incident. This means this fire incident not a past one.

JLL have confirmed with FSS that the (albeit incorrect) recorded time on the Water Corporation fire panel was as a result of the activation in Zone 6 caused by the 6 March 2021 fire incident.

It is acknowledged that the FIP time and date setting of the recorded event is incorrect as a result of the fire panel being isolated, moved and reinstated on 25 February.

Following activation on that day, the FIP was left showing the default factory time / date setting.

The correct date/time of Cocos Autos and Hire fire alarm activation.

FSS have the ability to count back the days and time to confirm the actual time and date of the Zone 6 alarm activation before they reinstate the FIP to current date and time from the factory default setting.

FSS have confirmed they will attend and conduct this count back during the week ending Friday 19 March. The result will be communicated to you.

s47F

Acting Director
Indian Ocean Territories
Government Arrangements
| Territories Division
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**Department of Infrastructure, Transport,
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OFFICIAL

From: O'NEILL Aaron <Aaron.O'Neill@infrastructure.gov.au>
Sent: Friday, 12 March 2021 2:49 PM
To: s47F <[REDACTED]@infrastructure.gov.au>
Cc: s47F <[REDACTED]@infrastructure.gov.au>; s47F <[REDACTED]@infrastructure.gov.au>; s47F <[REDACTED]@infrastructure.gov.au>; s47F <[REDACTED]@infrastructure.gov.au>
Subject: RE: Letter to s47F - DIRD - fire alarm status. [SEC=OFFICIAL]

OFFICIAL

Thanks s47F

Happy for the team to start drafting a response to s47E we can then have a chat next week to confirm what will go back to the AFP. A few facts still need to be established before we can provide concrete responses.

Feel free to give me a call once you have proposed lines.

Cheers

s47F

OFFICIAL

From: s47F <[REDACTED]@infrastructure.gov.au>
Sent: Friday, 12 March 2021 11:19 AM
To: O'NEILL Aaron <Aaron.O'Neill@infrastructure.gov.au>
Cc: s47F <[REDACTED]@infrastructure.gov.au>; s47F <[REDACTED]@infrastructure.gov.au>; s47F <[REDACTED]@infrastructure.gov.au>
Subject: FW: Letter to s47F - DIRD - fire alarm status. [SEC=OFFICIAL]

OFFICIAL

Hi s47F

As attached, the AFP OIC on Cocos has sent a list of questions about the fire alarm system at the Cocos Autos sheds that were destroyed by fire last Saturday.

I have let s47F know that I would be advising you and waiting on any advice prior to answering any of his queries.

I have also been advised that the WA Department of Fire and Emergency Services Fire Investigation Officer has completed his work – although we are yet to see his report.

Regards
s47F

s47F
Acting Director
Indian Ocean Territories
Government Arrangements
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OFFICIAL

From: s47E(c)
Sent: Thursday, 11 March 2021 2:27 PM
To: s47F @infrastructure.gov.au
Cc: ACT-EXT-TERRITORIES <ACT-EXT-TERRITORIES@afp.gov.au>
Subject: Letter to s47F - DIRD - fire alarm status.

Hi s47F

Please see attached correspondence requesting information regarding the Fire Alarm panel and DBA ASE system in the WaterCorp building within the Light Industrial Area on West island, Cocos Keeling Islands.

Kind regards

s47E(c)

s47E(c)
Officer In Charge
COCOS (KEELING) ISLANDS POLICE
ACT POLICING
Tel s47E(c)

s47F

From: s47F @cck.regional.gov.au>
Sent: Thursday, 18 March 2021 1:29 PM
To: s47F
Subject: RE: CKI - LIA - Watercorp office Final Commissioning of Fire System [SEC=OFFICIAL]

OFFICIAL

Hi s47F

From the tests undertaken by CCIT the ASE for the FIP at the West Island Water Corporation office is not operational - so even if the ASE is reconnected to the phone line the alarm will not be relayed off site. The ASEs at the West Island Police Station, and the West Island Power Station are also not operational and the ASE at the Barrack Store has never been connected or commissioned.

As such we may be better to focus on options to reinstate the DBA to full functionality, the management of the system – in relation to providing the service to private entities, and the ongoing maintenance and monitoring of the system.

Kind regards

s47F

OFFICIAL

From: s47F @xch.regional.gov.au>
Sent: Thursday, 18 March 2021 8:21 AM
To: s47F
Subject: CKI - LIA - Watercorp office Final Commissioning of Fire System [SEC=OFFICIAL]
Importance: High

OFFICIAL

All,

I am supportive of having the alarm connected to the Fire Alarm Auto dialler , but I am reserved in replying as there may be legal implications due to how the Email from s47F is constructed.

Regards

s47F

Emergency Management Officer
 Indian Ocean Territories | Operations
 Department of Infrastructure,
 Transport, Regional Development and
 Communications

s47F



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Department of Infrastructure, Transport,
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e: s47F@infrastructure.gov.au

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ocean WA 6798

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OFFICIAL

From: s47F@ap.jll.com>

Sent: Wednesday, 17 March 2021 12:39 PM

To: s47F

Cc:

s47F

Subject: CKI - LIA - Watercorp office Final Commissioning of Fire System

Good Afternoon s47F

As part of project works to complete the reinstatement of the Fire Alarm system in the new Watercorp office, FSS will be looking to connect the new Dialler equipment.

It is appreciated as this is IOTA equipment and no handover has been undertaken to JLL instruction has been given to the contractors approval would need to be ratified by your team prior to any work being undertaken.

Can you please advise if you are able to provide the Manufacturers details, Maintenance and service guides for same and any instructions you may have for the contractor regarding the connection of this equipment?

Should you have any queries or instructions you wish to discuss in greater detail please do not hesitate to advise.

Thank you

s47F

jll.com.au

From: Fire & Safety Services s47F

Sent: Wednesday, 17 March 2021 12:07 PM

To: s47F@cki.cc> s47F@careygroup Holdings.com.au>; 'Cocos Communications'

<support.ccit@cki.cc>

s47F

@ap.jll.com>;

s47F

Subject: RE: Final Commissioning of Fire System

Hi s47F

Further to my email below, we have been advised by s47F the emergency management officer at the IOTA that given this equipment is the property of the IOTA, approval to connect the dialler at the Cocos LIA must be requested from up the chain. Carey as our client will need to pass this onto JLL to seek approval.

Please advise your client JLL that they will need to seek approval from s47F email:
s47F@infrastructure.gov.au

Once approved, please let us know in writing as soon as possible in order for s47F to carry out the connection.

Kind regards,

s47F
Fire & Safety Services Co.
Gaze Rd, Christmas Island
WA 6798

Email: s47F@t.net.au
Mob:
Tel:



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s47F

From: s47F
Sent: Thursday, 25 March 2021 2:51 PM
To: s47F
Cc: @outlook.com
Subject: CKI - LIA - Watercorp office Final Commissioning of Fire System [SEC=OFFICIAL]
Importance: High

OFFICIAL

s47F

Request for contractor to complete work at CKI Water Corp approved.

Regards

s47F

Emergency Management Officer
 Indian Ocean Territories | Operations
 Department of Infrastructure,
 Transport, Regional Development and
 Communications

s47F

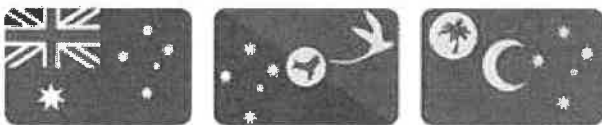
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OFFICIAL

From: s 47F
Sent: Thursday, 25 March 2021 11:39 AM
To: s47F
Cc: @infrastructure.gov.au>
 s47F

Subject: RE: CKI - LIA - Watercorp office Final Commissioning of Fire System

Importance: High

Good Morning s47F

I'm just following up on the below approval.

Whilst s47F appointed for CKI Water Corp. office refurbishment) have demobilised, the FSS technician remains on Cocos Island until tomorrow completing other works so today is really his last opportunity to return to the site to complete anything additional including connection of the dialler at the CKI LIA.

Please advise as soon as possible so we can contact the fire technician with any instructions.

Regards-

s 47F

jll.com.au

From: s 47F

Sent: Wednesday, 17 March 2021 1:39 PM

To: s47F

Cc: @infrastructure.gov.au>;

s47F

Subject: CKI - LIA - Watercorp office Final Commissioning of Fire System

Good Afternoon s47F

As part of project works to complete the reinstatement of the Fire Alarm system in the new Watercorp office, FSS will be looking to connect the new Dialler equipment.

It is appreciated as this is IOTA equipment and no handover has been undertaken to JLL instruction has been given to the contractors approval would need to be ratified by your team prior to any work being undertaken.

Can you please advise if you are able to provide the Manufacturers details, Maintenance and service guides for same and any instructions you may have for the contractor regarding the connection of this equipment?

Should you have any queries or instructions you wish to discuss in greater detail please do not hesitate to advise.

Thank you

s47F

jll.com.au

From: Fire & Safety Services - Christmas Island s47F

Sent: Wednesday, 17 March 2021 12:07 PM

To: s47F@cki.cc>, s47F@careygroupholdings.com.au>; 'Cocos Communications'
<support.ccit@cki.cc>
Cc: s47F@careygroupholdings.com.au> s47F
s47F@pholdings.com.au>; s47F@iinet.net.au; s47F
s47F@iinet.net.au
Subject: RE: Final Commissioning of Fire System

Hi s47F

Further to my email below, we have been advised by Brad Stringer the emergency management officer at the IOTA that given this equipment is the property of the IOTA, approval to connect the dialler at the Cocos LIA must be requested from up the chain. Carey as our client will need to pass this onto JLL to seek approval.

Please advise your client JLL that they will need to seek approval from s47F email:
s47F@infrastructure.gov.au

Once approved, please let us know in writing as soon as possible in order for s47F to carry out the connection.

Kind regards,

s47F
Fire & Safety Services Co.
Gaze Rd, Christmas Island
WA 6798

Email: s47F@iinet.net.au
Mob:
Tel:



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s47F

From: s47F @infrastructure.gov.au>
Sent: Wednesday, 31 March 2021 12:45 PM
To: s47F
Cc: @outlook.com
Subject: Cocos Fire [SEC=OFFICIAL]

OFFICIAL

s47F

Information as requested:-

The alarm system was disconnected to perform a required relocation of the Fire Alarm Indicator Board (FIB) and Alarm Signalling Equipment (ASE).

All recommissioning works for the Fire alarm System had not been completed when the fire occurred.

Regards

s47F

Emergency Management Officer
 Indian Ocean Territories | Operations
 Department of Infrastructure,
 Transport, Regional Development and
 Communications

s47F

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OFFICIAL

From: s47F @dfes.wa.gov.au>
Sent: Monday, 29 March 2021 11:37 AM
To: s47F @infrastructure.gov.au>
Subject: Cocos Fire

Hi s47F

As discussed, please could you give me the specifics of the DBA system for Cocos Autos and why it was disconnected ?

Thanks.

s47F

s47F Adv. Dip. FI

District Officer-Fire Investigation and Analysis
Resilience & Recovery Strategy & Emergency Management Command
Department of Fire & Emergency Services | 20 Southport Street West Leederville WA 6007

s47F [dfes.wa.gov.au](https://www.dfes.wa.gov.au)



s47F

From: s47F @cck.regional.gov.au>
Sent: Wednesday, 31 March 2021 2:35 PM
To: s47F
Subject: RE: Cocos Fire [SEC=OFFICIAL]
Attachments: e2020-0169-attachment-3d-rat-eradication-plan.pdf

OFFICIAL

Thanks s47F

Just for clarification the rat eradication referred to in the attached was restricted to Pulu Blan and Pulu Blan Madar. Both these islands and not inhabited.

Kind regards

s47F

OFFICIAL

From: s47F @infrastructure.gov.au>
Sent: Wednesday, 31 March 2021 9:55 AM
To: s47F
Cc: s47F @outlook.com
Subject: Cocos Fire [SEC=OFFICIAL]

OFFICIAL

s47F

Sorry, I was referring to your program that you are running continually within the housing precinct.

Regards

s47F

Emergency Management Officer
 Indian Ocean Territories | Operations
 Department of Infrastructure,
 Transport, Regional Development and
 Communications

s47F

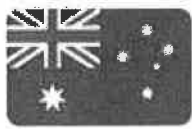
e: s47F @infrastructure.gov.au
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OFFICIAL

From: s47F [redacted]@cck.regional.gov.au>
Sent: Wednesday, 31 March 2021 11:15 AM
To: s47F [redacted]@infrastructure.gov.au>
Subject: RE: Cocos Fire [SEC=OFFICIAL]

OFFICIAL

Hi s47F [redacted]

I was not aware of a rat eradication program. Do you have details?

Kind regards

s47F [redacted]

OFFICIAL

From: s47F [redacted]@infrastructure.gov.au>
Sent: Wednesday, 31 March 2021 9:36 AM
To: s47F [redacted]
Cc: s47F [redacted]
Subject: Cocos Fire [SEC=OFFICIAL]

OFFICIAL

s47F [redacted]

The rat eradication program for Cocos(Keeling) Islands was initiated and is still operating.

Regards

s47F [redacted]

Emergency Management Officer
Indian Ocean Territories | Operations
Department of Infrastructure,
Transport, Regional Development and
Communications

s47F [redacted]



Australian Government

Department of Infrastructure, Transport,
Regional Development and Communications

e: s47F [redacted]@infrastructure.gov.au

w: www.infrastructure.gov.au
GPO Box 868, Christmas island Indian
ocean WA 6798

The department proudly acknowledges the Traditional Owners and Custodians of Australia, and their continuing connections to the land, waters and communities. We pay our respects to them and to their Elders past, present and emerging.



OFFICIAL

From: s47F@dfes.wa.gov.au>
Sent: Wednesday, 31 March 2021 9:52 AM
To: s47F@infrastructure.gov.au>
Subject: RE: Cocos Fire [SEC=OFFICIAL]

Thanks s47F

DMIRS should be visiting in May.

Of note, there was a proposal (attached) to try and eradicate rats in 2020 on the island, for ecological reasons. I am not sure if this went ahead?

Thanks,

s47F

From: s47F@infrastructure.gov.au>
Sent: Wednesday, 31 March 2021 9:45 AM
To: s47F
Cc:
Subject: Cocos Fire [SEC=OFFICIAL]

OFFICIAL

s47F

Information as requested:-

The alarm system was disconnected to perform a required relocation of the Fire Alarm Indicator Board (FIB) and Alarm Signalling Equipment (ASE).

All recommissioning works for the Fire alarm System had not been completed when the fire occurred.

Regards
s47F

Emergency Management Officer
Indian Ocean Territories | Operations
Department of Infrastructure,
Transport, Regional Development and
Communications

s47F

e:
s47F@infrastructure.gov.au
w: www.infrastructure.gov.au
GPO Box 868, Christmas island Indian
ocean WA 6798



Australian Government

**Department of Infrastructure, Transport,
Regional Development and Communications**

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OFFICIAL

From: s47F@dfes.wa.gov.au>
Sent: Monday, 29 March 2021 11:37 AM
To: s47F@infrastructure.gov.au>
Subject: Cocos Fire

Hi s47F

As discussed, please could you give me the specifics of the DBA system for Cocos Autos and why it was disconnected ?

Thanks.

s47F

s47F Adv. Dip. FI
District Officer-Fire Investigation and Analysis
Resilience & Recovery Strategy & Emergency Management Command
Department of Fire & Emergency Services | 20 Southport Street West Leederville WA 6007
s47F@dfes.wa.gov.au



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s 47F

From: s47F
Sent: Tuesday, 13 April 2021 12:22 PM
To: s47F
Cc:
Subject: RE: HPE CM: RE: DBA/Back to base monitoring system [SEC=OFFICIAL]
Attachments: App 12 (1) Direct Brigade Alarm Register July 2020.docx

OFFICIAL

Hi s47F

Please find attached the Direct Brigade Alarm register as at July 2020 for Christmas Island and Cocos (Keeling) Islands.

If you require any additional information, please do not hesitate to contact me.

Regards,

s47F

Acting Assistant Director • IOT Government Arrangements/IOT • Territories
jillian.mccormack@infrastructure.gov.au

P s47F
 PO Box Z5048 Perth, WA 6831

Department of Infrastructure, Transport, Regional Development and Communications
 CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS



OFFICIAL

From: s47F @infrastructure.gov.au>
Sent: Thursday, 8 April 2021 1:57 PM
To: s47F
Cc: s47F
Subject: HPE CM: RE: DBA/Back to base monitoring system [SEC=OFFICIAL]

OFFICIAL

Hi s47F

I will have s47F collate all the requested information and advise.

Regards

s47F

Director
Indian Ocean Territories
Government Arrangements
Department of
Infrastructure, Transport,
Regional Development and
Communications

s47F

W:
www.infrastructure.gov.au
GPO Box 594, Canberra
ACT 2601



Australian Government

**Department of Infrastructure, Transport,
Regional Development and Communications**

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OFFICIAL

From s47F

Sent: Thursday, 8 April 2021 9:56 AM

To: s47F

s47F

Subject: RE: DBA/Back to base monitoring system [SEC=OFFICIAL]

Good Morning s47F

I am happy to discuss with the project team their capability with regard to this item, Can you please clarify the below queries in the first instance so we can better understand the remit?

What is the exact number of units and their locations across the IOT portfolio
Are you proposing to manage the testing and confirmation of the system inception and/or ongoing management of the systems?

I would assume as the system was implemented mid next year there may be a short time frame to address any defects under the installation contract? If you have information available regarding the contractual requirements with regard to installation and defects and any timeframes relevant to this it would be pertinent for the team to confirm their availability within this timeframe?

Thank you

s47F

jll.com.au

From: s 47F @infrastructure.gov.au>

Sent: Thursday, 8 April 2021 7:58 AM

To: s 47F

s47F

Subject: [EXTERNAL] DBA/Back to base monitoring system [SEC=OFFICIAL]

OFFICIAL

Good morning s47F

As a result of recent events on the Cocos (Keeling) Islands and following discussions with s47F and s47F last week, the Department is seeking to engage JLL (if available) to undertake the management of the DBA / back to base monitoring system for Commonwealth owned assets that currently have the facilities.

I understand that a project was commenced by s47F when he was engaged by IOTA however I am unaware of the current state of play.

What we are wanting to achieve is confirmation that the DBA back to base monitoring system is in place and operational, and the rectification of any issues.

We are happy to supply copies of existing contracts that we have in place and supporting documents as drafted by s47F

Please let me know if you require any additional information:

Regards

s47F

Director
Indian Ocean Territories
Government Arrangements
Department of
Infrastructure, Transport,
Regional Development and
Communications

s47F

w:
www.infrastructure.gov.au
GPO Box 594, Canberra
ACT 2601

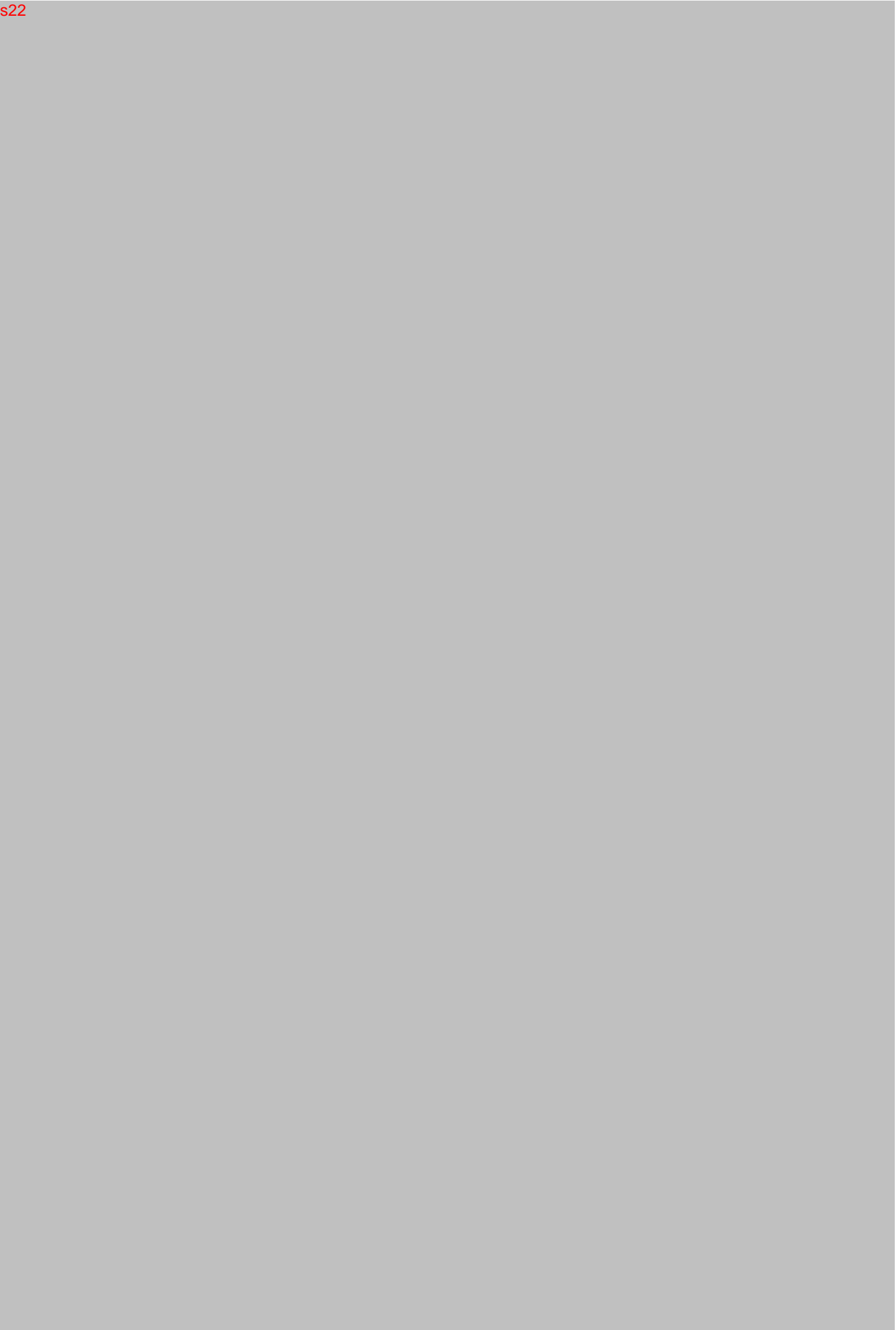
The department proudly acknowledges the Traditional Owners and Custodians of Australia, and their continuing connections to the land, waters and communities. We pay our respects to them and to their Elders past, present and emerging.

s22









Notes:

7/06/2021

s22

s47F

From: s 47F
Sent: Monday, 19 April 2021 9:03 PM
To: s47F
Subject: Cocos Autos - Variation and Extension of Lease
Attachments: Cocos Autos and Car Hire Lease - 2017-2022.pdf

Good Afternoon s47F

Please see attached.

Please note with regard to the lease, both parties have the option to cancel the lease when the building has been destroyed with the relevant notice period.

Thank you

s 47F

jll.com.au



Achieve Ambitions

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DATED *4 SEPTEMBER*

2019

COMMONWEALTH OF AUSTRALIA

and

DAVID O'DOWD AND HUA LIU

EXTENSION AND VARIATION OF LEASE

Units 12 and 13, Part Cocos Location 184, Cocos
(Keeling) Islands, Indian Ocean, Western Australia

Squire Patton Boggs (AU)
Level 21
300 Murray Street
Perth WA 6000
Australia
DX 124 Perth

O +61 8 9429 7444
F +61 8 9429 7666

Reference NCC:CAB 318088.00113

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DETAILS

Date

Parties

Name	Commonwealth of Australia represented by the Administrator, Cocos (Keeling) Islands
Short form name	Landlord
Notice details	Cocos (Keeling) Islands Administration Office, PO Box 1093, Cocos (Keeling) Islands, Indian Ocean, 6799 and also at Management Services, Jones Lang LaSalle, Level 29, Central Park, 152-158 St Georges Terrace, Perth, Western Australia
Name	David O'Dowd and Hua Liu trading as Cocos Autos and Car Hire ABN 37 889 499 747
Short form name	Lessee
Notice details	PO Box 1087, Cocos (Keeling) Islands, Indian Ocean, 6799
Name	Not applicable
Short form name	Guarantor

Items

Item 1	Lease <ul style="list-style-type: none">(a) Lease dated 3 November 2015, copy annexed at Annexure A<ul style="list-style-type: none">(i) Lessor: Commonwealth of Australia(ii) Lessee: Paul Bain Harrison(b) Assignment of Lease dated on or about 3 November 2015, copy annexed at Annexure A<ul style="list-style-type: none">(i) Lessor: Commonwealth of Australia(ii) Assignor: Paul Bain Harrison(iii) Assignee: David O'Dowd and Hua Liu(c) This deed.
Item 2	Premises <p>Units 12 and 13, Part Cocos Location 184, Cocos (Keeling) Islands, Indian Ocean, Western Australia as shown on the premises plan annexed to the Lease.</p>
Item 3	Further Term <ul style="list-style-type: none">(a) Term: 5 years

(b) Commencement Date of the Further Term: 1 July 2017

(c) Expiry Date of the Further Term: 30 June 2022

Item 4

Commencing Rent

\$22,110.36 per annum payable in advance by equal successive monthly instalments of \$1,842.53 each on the first day of each month the first payment to be made on the Commencement Date of the Further Term.

Item 5

Variation Date

1 July 2017

Introduction

- A By the Lease the Lessor has leased the Premises to the Lessee for the Term.
- B The Lessee has exercised the Lessee's option to renew the term of the Lease for the Further Term and the Lessor has agreed to grant the Further Term upon the terms and conditions contained in this deed.
- C The Lessor and the Lessee have agreed to vary the Lease in the manner referred to in this deed.

AGREED TERMS

1 DEFINED TERMS & INTERPRETATION

1.1 Defined terms

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Perth.

Commencement Date of the Further Term means the date referred to as such in Item 3.

Commencing Rent means the rent referred to in Item 4.

Details table means the part of this document described as Details table.

Further Term means the term referred to as such in Item 3 which commences and expires on the dates referred to in Item 3.

Item means an item in the Details table.

Lease means the lease evidenced by the documents referred to in Item 1 whether or not the lease or any of the Lessee's Covenants are enforceable at law or in equity or otherwise and includes any express or implied lease tenancy or other right of occupancy of or interest in the Premises granted by or derived from the Lessor under those documents.

Lessee's Covenants means the terms covenants and conditions contained in or implied by the Lease and on the part of the Lessee to be observed and performed.

Lessor's Covenants means the terms covenants and conditions contained in or implied by the Lease and on the part of the Lessor to be observed and performed.

Premises means the premises described in Item 2.

Rent means the rent which is payable from time to time pursuant to the terms of the Lease.

Rent Review Date means each of the dates referred to in the Lease which occur during the Further Term on which pursuant to the provisions of the Lease the Rent is to be reviewed.

Term means the term of the Lease and where relevant includes the Further Term and any other extension of the term of the Lease whether granted pursuant to the exercise of any option of renewal contained in the Lease or otherwise.

Variation Date means the date referred to in Item 5.

1.2 Interpretation

In this deed, unless the contrary intention appears:

- (a) a reference to this deed, the Lease or any other instrument includes:

- (i) both express and implied terms, covenants and conditions of those documents; and
 - (ii) all variations, additions and deletions to the terms, covenants and conditions contained in those documents whenever effected;
- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) a reference to a clause, paragraph, details table, schedule or annexure is a reference to a clause or paragraph or the details table in, or a schedule or an annexure to, this lease/deed/agreement and a reference to this lease/deed/agreement includes the details table and any schedule or annexure;
- (e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (f) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (g) a reference to time is to Perth, Western Australia, Australia time;
- (h) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) a word or expression defined in the *Corporations Act 2001* (Cth) has the meaning given to it in the *Corporations Act 2001* (Cth);
- (l) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (m) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (n) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (o) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (p) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2 VARIATION OF LEASE

2.1 Variations

The Lessor and the Lessee mutually agree that from the Variation Date the Lease will be varied in the following manner:

- (a) Item 7 of the Information Table is deleted and replaced with the following:

'Item 7 Fixed Percentage Review Dates

- (a) 1 July 2016'

- (b) A new Item 7B is inserted into the Items in the Information Table as follows:

'Item 7B CPI Review Dates

- (a) 1 July 2018;
(b) 1 July 2019;
(c) 1 July 2020; and
(d) 1 July 2021.

- (c) The following definitions are inserted in Clause 1.1 in alphabetical order:

- (i) **'CPI** means the All Groups Consumer Price Index for Perth, Western Australia, published by the Australian Bureau of Statistics or if the basis upon which it is determined is substantially altered then such basis as the Landlord may reasonably determine to be as near to the CPI previously referred to as possible.'
- (ii) **'Current CPI** means the CPI number for the quarter ending immediately before the relevant Rent Review Date.'
- (iii) **'Previous CPI** means the CPI number for the quarter ending immediately before the last Rent Review Date before the relevant Rent Review Date or, if there has not been one, the Commencement Date.'
- (iv) **'Rent Review Date** means each Rent review date specified in Items 7, 7A and 7B.'

- (d) A new clause 4.2B is inserted as follows:

'4.2B CPI review

If Item 7B specifies 'CPI', the Rent will be increased to the amount A after applying the following formula:

$$A = R \times \frac{C}{P}$$

where:

R = the Rent immediately before the relevant Rent Review Date

C = the Current CPI

P = the Previous CPI'

2.2 Effect of Variations

Except as varied by Clause 2.1, the Lease remains in full force and effect.

3 EXTENSION OF LEASE

The Lessor leases the Premises to the Lessee for the Further Term the Lessee yielding and paying:

- (a) the Commencing Rent for the period from the Commencement Date of the Further Term to the first Rent Review Date; and
- (b) for the balance of the Further Term the Rent as reviewed on the Rent Review Dates and in the manner referred to in the Lease.

4 PROVISIONS OF THE LEASE TO APPLY

The Lessor and the Lessee mutually covenant and agree that:

- (a) the Lessor will observe and perform the Lessor's Covenants; and
- (b) the Lessee will observe and perform the Lessee's Covenants,

as fully as if the Lease had been repeated in full in this deed (with the exception of any exercised option of renewal) with such modifications only as are contained in this deed or as are necessary to make the provisions of the Lease applicable to this deed.

5 COSTS AND DUTY

The Lessee agrees to pay the Lessor on demand:

- (a) the Lessor's legal costs and expenses (assessed on a full indemnity basis) of and incidental to the preparation, completion and endorsement of duty of this deed and all copies of this deed; and
- (b) all duty (including fines and penalties) payable on or with respect to this deed and all copies of this deed.

6 MISCELLANEOUS

6.1 Notices

The provisions of the Lease governing the giving of notices shall apply to any notice, demand, consent or other communication required or permitted to be given pursuant to this deed.

6.2 Severability

As far as possible the parties must ensure that:

- (a) this deed is construed so as not to be invalid, illegal or unenforceable;
- (b) if a provision of this deed is illegal, invalid or unenforceable, then that provision is read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable and so as to give it a valid operation of a partial character; and

if a provision or part of it cannot be read down, then that provision or part is deemed to be void and severable and the remainder of this deed continues to be valid and enforceable.

6.3 Variation

The parties may only vary this deed in writing signed by both parties.

6.4 Governing law

This deed is governed by the law in force in Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with this deed.

SIGNING PAGE

EXECUTED as a deed.

Lessor

**Signed for the Commonwealth of
Australia by:**

CLAIRE HOWETT
Name of signatory


Signature

BM INDIAN OCEAN TERRITORIES
Position of signatory

In the presence of:

MILES PICKETT.
Name of witness (print)

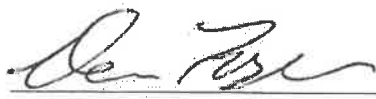

Signature of witness


226 ADELAIDE TCE EAST PERTH
Address of witness

PUBLIC SERVANT
Occupation of witness

Lessee

Signed by David O'Dowd in the presence of:


Signature of witness


David O'Dowd

KEIR FRASER
Name of witness (print)

51 BEACON HEIGHTS COCOS (KEELING) ISLANDS
Address of witness (print)

MANAGER
Occupation of witness (print)

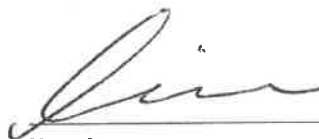
Signed by Hua Liu in the presence of:



Signature of witness

KEIR FRASER

Name of witness (print)



Hua Liu

51 BEACON HEIGHTS GOOS (KEELING) ISLANDS

Address of witness (print)

MANAGER

Occupation of witness (print)

ANNEXURE A

LEASE AND ASSIGNMENT OF LEASE

Annexure to Lease

Units 12 and 13, Part Cocos Location 184, Cocos (Keeling)
Islands, Indian Ocean, Western Australia

ANNEXURE A

LEASE AND ASSIGNMENT OF LEASE

Annexure to Lease

Units 12 and 13, Part Cocos Location 184, Cocos (Keeling)
Islands, Indian Ocean, Western Australia

DATED *3rd November*

2015

COMMONWEALTH OF AUSTRALIA

and

PAUL BAIN HARRISON

LEASE

Units 12 and 13, Part of Cocos Location 184, Cocos
(Keeling) Islands, Indian Ocean, Western Australia

Squire Patton Boggs (AU)
Level 21
300 Murray Street
Perth WA 6000
Australia
DX 124 Perth

O +61 8 9429 7444
F +61 8 9429 7666

Reference MAP:CAB 60-1545025

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DETAILS

Date

3rd NOVEMBER 2015

Parties

Name

**Commonwealth of Australia represented by the Administrator,
Cocos (Keeling) Islands**

Short form name

Lessor

Notice details

Cocos (Keeling) Islands Administration Office, PO Box 1093, Cocos
(Keeling) Islands, Indian Ocean 6799 and also at Management Services,
Jones Lang LaSalle, Level 29, 152-158 St Georges Terrace, Perth,
Western Australia, 6000
Attention: Terry Eaton

Name

Paul Bain Harrison

Short form name

Lessee

Notice details

PO Box 1087, Cocos (Keeling) Islands, Indian Ocean 6799

Items

Item 1

Lessor's Agent

Jones Lang LaSalle
Level 29, 152-158 St George's Terrace
PERTH WA 6000

Item 2

Land

Lot 184 on Deposited Plan 218318 being the whole of the land comprised in
Certificate of Crown Land Title Volume LR3102 Folio 315.

Item 3

Building

The buildings erected on the Land.

Item 4

Premises

That part of the Land known as Units 12 and 13 in the Light Industrial Area and
hachured black on the plan in Annexure A.

Item 5

Initial Term

Two (2) years

(a) Commencement Date: 1 July 2015

(b) Expiration Date: 30 June 2017.

Item 5A

First Extended Term

Five (5) years

(a) Commencement Date: 1 July 2017

(b) Expiration Date: 30 June 2022

- Item 6 **Rent**
\$21,259.93 per annum payable in advance by monthly instalments of \$1,771.66.
- (a) Address for payment of Rent
 Jones Lang LaSalle
 Level 29, 152-158 St George's Terrace
 PERTH WA 6000
- (b) Dates for payment of Rent
 The first day of every month during the Term commencing on the
 Commencement Date.
- Item 7 **Market Rent Review Date**
1 July 2017.
- Item 7A **Fixed Percentage Rent Review Dates**
- (a) 1 July 2016;
- (b) 1 July 2018;
- (c) 1 July 2019;
- (d) 1 July 2020; and
- (e) 1 July 2021.
- Item 8 **Lettable Area of the Premises**
The area of the Premises as measured by the Lessor and notified to the Lessee.
- Item 9 **Permitted business**
Workshop and administration.
- Item 10 **Prescribed Rate**
4% per annum more than the maximum overdraft rate (expressed as a rate per annum) from time to time applied by the Commonwealth Bank of Australia on overdrafts of less than \$100,000.
- Item 11 **Special Conditions**
Not applicable.

Introduction

- A The Lessor is the primary interest holder of the Land on which is constructed the Building and the Premises.
- B At the request of the Lessee, the Lessor has agreed to lease the Premises to the Lessee on the terms and conditions contained in this Lease.

AGREED TERMS

1 DEFINED TERMS AND INTERPRETATION

1.1 Defined terms

In this Lease:

Act means a statute (State or Federal) including amendments and re-enactments and any by-laws or regulations made pursuant to it.

Agreement for Sale of Business means the agreement for sale of the business known as Cocos Autos between the Lessee as seller and David O'Dowd & Hua Liu as buyer dated 2 April 2015.

Airconditioning Plant means any plant, machinery or equipment for heating, cooling or circulating air in the Building (if any).

Annexure means an annexure to this Lease and annexed has a similar meaning. Approval means prior written approval and approved has a similar meaning.

Building means the building described in Item 3 and includes any modifications extensions or alterations from time to time and the Lessor's Installations.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Perth.

Business Hours means from 9.00am to 5.00pm on a Business Day.

Car Parking Areas means those areas on the Land set aside by the Lessor for the purpose of parking motor vehicles.

Commencement Date means the Commencement Date specified in Item 5 in respect of the Initial Term.

Common Areas means all those parts of either or both of the Building and the Land not leased to any lessee but:

- (a) made available from time to time by the Lessor for use by occupiers and visitors to the Land in common with each other including accessways, roads, walks, corridors, passageways, stairways, toilets and washrooms; and
- (b) intended for the maintenance and administration or provision of services to either or both of the Building and the Land including any administration offices, storerooms, workshops and plant rooms in the Building.

Conditions Subsequent means the conditions subsequent outlined in clause 2(a).

Consent means prior written consent. Corporation means any body corporate.

Current Market Rental Value means the highest annual rent that can be reasonably obtained for the Premises:

- (a) assuming that the Premises are available for leasing for a period equal to the Term and any options for renewal and disregarding the fact that, at the relevant Market Rent Review Date, part of the Term will have elapsed;

- (b) assuming that all of the Lessee's Covenants have been duly observed and performed at that Market Rent Review Date;
- (c) having regard to the current market rental values of comparable premises in the Perth Metropolitan Area;
- (d) making no reduction on account of any rent free period, financial contribution or other concessions or inducements granted or customarily or likely to be offered to tenants of comparable premises or granted to the Lessee to secure the tenancy the subject of this Lease;
- (e) assuming that if at the Market Rent Review Date the Premises or the Building have been damaged or destroyed in whole or in part they have been fully reinstated;
- (f) assuming that the Premises may be used for their highest and best use without reference to any limitation of use imposed by this Lease; and
- (g) taking into account structural improvements installed at the Lessee's expense the removal and restoration of which at the expiration of this Lease, is within the discretion of the Lessor,

but disregarding:

- (h) any increase or decrease in the value of the Premises as lettable premises by reason of their occupation by the Lessee or any other person deriving an interest in the Premises through the Lessee;
- (i) any goodwill attached to the Premises by reason of the carrying on at the Premises of the business of the Lessee or any of the other persons referred to in clause (h);
- (j) any deleterious condition of the Premises if that condition results from any work carried out on the Premises by the Lessee or from any breach of the Lessee's Covenants; and
- (k) the Lessee's trade fixtures and fittings and any improvements or installations erected or installed at the Lessee's expense which the Lessee may remove at the expiration of this Lease.

Deed of Assignment means the deed of assignment of this Lease between the Lessor, the Lessee and David O'Dowd & Hua Liu, annexed to this Lease as Annexure B.

Details means the part of this document described as Details.

Estimated Variable Outgoings means the Lessor's estimate of the Variable Outgoings likely to be expended or allowed for during each Lease Year.

Expiration Date means the Expiration Date specified in Item 5 in respect of the Initial Term.

Fire Equipment means all fire prevention, smoke detection and fire fighting equipment in or serving any part of the Land or the Building.

First Extended Term means the First Extended Term (if any) specified in Item 5A.

Fixed Percentage Rent Review Dates means each Fixed Percentage Rent Review Date specified in Item 7A.

GST has the same meaning as in the GST Act.

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

Initial Term means the Initial Term specified in Item 5.

Item means an item in the Details.

Land means the land described in Item 2 as may be added to or reduced in area from time to time.

Lease means the lease evidenced by this document, the Details and each Annexure whether or not the lease or any of the Lessee's Covenants are enforceable at law or in equity or otherwise and includes any express or implied lease tenancy or other right of occupancy of or interest in the Premises granted by or derived from the Lessor under this document.

Lease Year means each consecutive year commencing on 1 July and expiring on the following 30 June. If this Lease commences between those dates the period from the Commencement Date until the following 30 June is deemed to be a Lease Year. If the Lease expires or is otherwise determined between those dates the period from the immediately preceding 1 July until that date of expiration or determination will be deemed to be a Lease Year.

Lessee where not inconsistent with the context includes the Lessee's Employees and Visitors.

Lessee's Covenants means the terms covenants and conditions expressed or implied in this Lease and on the part of the Lessee to be observed and performed.

Lessee's Employees and Visitors means:

- (a) any person at any time upon the Premises other than the Lessor and its employees, agents and contractors; and
- (b) the Lessee's employees, agents, customers, clients, visitors and contractors at any time upon the Land (whether within either or both of the Building and the Premises or not).

Lessee's Proportion means the proportion that the Lettable Area of the Premises bears to the Lettable Area of the Building, from time to time, written notice of which is given by the Lessor or the Lessor's Agent to the Lessee from time to time (which notice is conclusive evidence of the appropriate percentage). A failure or delay by the Lessor or the Lessor's Agent to give notice of any change of the Lessee's Proportion does not limit the Lessor's ability to adopt that change.

Lessor where not inconsistent with the context includes the Lessor's employees agents and contractors.

Lessor's Agent means the person named as Lessor's Agent in Item 1 or any other person as the Lessor may from time to time nominate to the Lessee in writing.

Lessor's Installations means any fixtures, fittings plant and equipment installed by or belonging to the Lessor and providing services and utilities to the whole or any part of the Building.

Lessor's Purposes means the passage or flow of water gas fuel electricity sewerage garbage sullage air conditioning heating cooling and ventilation telephone public address fire and smoke detectors security alarms and other services.

Lettable Area of the Building means the Lettable Area of the Building written notice of which is given by the Lessor or the Lessor's Agent to the Lessee from time to time (which notice is conclusive evidence of that Area). A failure or delay by the Lessor or the Lessor's Agent to give notice of any change of the Lettable Area of the Building does not limit the Lessor's ability to adopt that change.

Lettable Area of the Premises means the Lettable Area of the Premises notice of which is given by the Lessor or the Lessor's Agent to the Lessee from time to time (which notice is conclusive evidence of that Area). A failure or delay by the Lessor or the Lessor's Agent to give notice of any change of the Lettable Area of the Premises does not limit the Lessor's ability to adopt that change.

Local or Public Authority means every Governmental or Semi-Governmental body, Municipal Council, the Insurance Council of Australia and any other board person or authority now or in the future exercising under any Act any control or jurisdiction over or power in connection with the Premises or with any business at any time conducted on or from the Premises.

Market Rent Review Date means each Market Rent Review Date specified in Item 7.

Person means a natural person or Corporation or incorporated association or any other entity established pursuant to any Act.

Premises means the Premises described in Item 4 and includes the Lessor's Installations.

Prescribed Rate means the Prescribed Rate specified in Item 10.

Rate and Tax Outgoings means the outgoings payable from time to time by the Lessee pursuant to clause 3.5.

Reduced Rate means the Prescribed Rate less 2% per annum.

Rent means initially the Rent specified in Item 6 and then that Rent as subsequently reviewed and varied pursuant to this Lease.

Rules means the Rules in respect of the Building and the Land which are prescribed by the Lessor in accordance with the provisions of this Lease.

Schedule means the Schedule to this Lease.

Settlement Date has the meaning prescribed to that term in the Agreement for Sale of Business.

Supply has the same meaning as in the GST Act.

Taxable Supply has the same meaning as in the GST Act. Tax Invoice has the same meaning as in the GST Act.

Term means the Initial Term of this Lease commencing on the Commencement Date and expiring on the Expiration Date and includes, where appropriate, the period of any extension or renewal of the Term.

Valuer means a valuer who is a member of the Australian Property Institute (Inc.) Western Australian Division practising within the Perth Metropolitan Area and having at least 5 years previous experience of assessing the rental value of premises similar to the Premises in the Perth Metropolitan Area.

Variable Outgoings means the outgoings specified in the Annexure entitled Variable Outgoings.

1.2 Interpretation

- (a) A reference to this Lease or any related document includes:
 - (i) both express and implied terms, covenants and conditions of; and
 - (ii) all variations and additions to, those documents at any time.
- (b) A reference to a person includes a reference to the person's personal representatives, executors, administrators, successors and assigns and a reference to a Corporation includes a reference to the Corporation's successors and assigns.
- (c) A reference to any person if that person ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to any other person, refers respectively to the person established or constituted in its place or succeeding to its powers or functions.
- (d) An obligation, covenant, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them severally.
- (e) An obligation, covenant, representation or warranty on the part of two or more persons binds them jointly and each of them severally.
- (f) A reference to any thing includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group.
- (g) A reference to a clause, paragraph, Details, schedule or annexure is a reference to a clause or paragraph or the Details in, or a schedule or an annexure to, this lease/deed/agreement and a reference to this lease/deed/agreement includes the Details and any schedule or annexure.
- (h) The index and all headings have been included for ease of reference only and they are not to be used to construe or interpret any part of this Lease.
- (i) The covenants on the part of the Lessor:
 - (i) bind only the person entitled to the reversionary estate of the Land immediately expectant upon the determination of the Term at the time of any act or default; and

- (ii) do not render that person liable in damages except where the act or default of that person or its employees or agents occurs while that person is the registered proprietor of the Land.

2 CONDITIONS SUBSEQUENT

- (a) This Lease is subject to and conditional upon:
 - (i) the Lessee and David O'Dowd & Hua Liu executing the Deed of Assignment on or before the Settlement Date; and
 - (ii) the settlement of the sale of the business known as Cocos Autos being completed on the Settlement Date in accordance with the Agreement for Sale of Business.
- (b) If the Conditions Subsequent are not satisfied, then this Lease automatically terminates and each party is released from its obligations under this Lease other than in relation to clause 4.8.

3 LEASE

The Lessor leases to and the Lessee takes the Premises for the Term:

- (a) together with the non-exclusive right for the Lessee and the Lessee's Employees and Visitors to use the Common Areas for the purpose for which they are intended; and
- (b) subject to the rights reserved to the Lessor by this Lease.

4 LESSEE'S PAYMENTS

4.1 Rent

The Lessee must pay the Rent to the Lessor (free of deductions) at the times, in the manner and at the address referred to in Item 6 or to such other place or person as the Lessor from time to time specifies by notice to the Lessee.

4.2 Market Rent Review Date

On each Market Rent Review Date, the Rent is to be reviewed in the following manner:

- (i) Not less than 1 month prior to each Market Rent Review Date, the Lessor must give to the Lessee written notice of the annual Rent proposed by the Lessor to become payable from that Market Rent Review Date (**Lessor's Proposed Rent**).
- (ii) Within 14 days of service of that notice on the Lessee (time being of the essence) the Lessee is entitled to give to the Lessor written notice that it agrees or does not agree to pay the Lessor's Proposed Rent. If the Lessee neglects to give the Lessor that notice, the Lessee is deemed to have agreed to pay the Lessor's Proposed Rent.
- (iii) If the Lessee gives the Lessor written notice that it does not agree to pay the Lessor's Proposed Rent within the period specified in clause 3.2(ii) then the annual Rent payable from the Market Rent Review Date is to be the amount determined by a Valuer nominated by the President for the

time being of the Australian Property Institute (Inc.) Western Australian Division at the request of the Lessor as the then Current Market Rental Value for the Premises which the parties agree in any event will not be less than the Rent payable immediately prior to the relevant Market Rent Review Date.

- (iv) The Valuer is deemed to be acting as an expert whose decision is final and binding on both the Lessor and the Lessee.
- (v) Each party is entitled to make written submissions to the Valuer but any failure to make or unreasonable delay in making submissions is not to delay, annul or otherwise affect the Valuer's determination.
- (vi) The Valuer must give full written reasons for his or her decision specifying the matters taken into account the weight given to each matter and the matters disregarded.
- (vii) The costs of the Valuer's determination are to be borne equally by the Lessor and the Lessee unless the Current Market Rental Value determined by the Valuer is equal to or greater than the Lessor's Proposed Rent in which case those costs are to be borne by the Lessee.
- (viii) Until the annual Rent from a Market Rent Review Date is agreed or determined the Lessee must pay to the Lessor a rent equivalent to the Lessor's Proposed Rent.
- (ix) If the annual Rent agreed or determined from a Market Rent Review Date is less than the Lessor's Proposed Rent the Lessor must apply the difference between the rent paid in respect of the period from the Market Rent Review Date to the date of agreement or determination and the rent which should have been paid for that period against the money which next becomes due and payable by the Lessee to the Lessor pursuant to this Lease.
- (x) If the annual Rent agreed or determined from a Market Rent Review Date is more than the Lessor's Proposed Rent, the Lessee must pay to the Lessor on demand the difference between the rent paid in respect of the period from the Market Rent Review Date to the date of agreement or determination and the rent which should have been paid for that period, together with interest at the Reduced Rate calculated on a daily basis from the date on which each portion of that difference would have been payable if the annual Rent had been agreed or determined on the Market Rent Review Date until the date on which it is paid.
- (xi) The annual Rent agreed or determined from a Market Rent Review Date in accordance with this clause can not be less than the rent payable by the Lessee in the period immediately preceding the Market Rent Review Date.

Despite the failure by the Lessor for any reason to give the notice referred to in clause 3.2(i) within the specified time the right to give the notice and the effect of the notice remains in full force and effect as if it had been given within the specified time.

4.2A Fixed Percentage Rent Review Dates

On each Fixed Percentage Rent Review Date, the Rent is to be increased by 4%.

4.3 Variable Outgoings

- (a) The Lessee must pay to the Lessor during each Lease Year the Lessee's Proportion of the Variable Outgoings for each Lease Year by 12 equal consecutive instalments monthly in advance on the same days and in the same manner as payment of Rent or, in such other manner and at such other intervals or time as the Lessor may require by notice in writing to the Lessee.
- (b) Prior to the Commencement Date and prior to 30 June in each Lease Year (or as soon as practicable after that date) the Lessor must notify the Lessee in writing of the Estimated Variable Outgoings for the immediately succeeding Lease Year and the amount of the Lessee's Proportion of those Estimated Variable Outgoings.
- (c) The Lessor may at any time by notice to the Lessee increase or decrease the Estimated Variable Outgoings and from the date specified in that notice each monthly instalment becoming due after that notice is to be increased or decreased as the case may require by the amount which will ensure that the Lessee's Proportion of the amended Estimated Variable Outgoings is paid in full by the expiration of the then current Lease Year.
- (d) Where any Variable Outgoing is incurred and is attributable to a period which includes the whole or part of a relevant Lease Year together with a period outside that Lease Year the Lessor may apportion the Variable Outgoing between the two periods in such manner as the Lessor reasonably determines.
- (e) As soon as reasonably practicable after 30 June in each Lease Year (and where the Lease expires or is determined other than on 30 June as soon as reasonably practicable after 30 June next succeeding that expiration or determination) the Lessor must certify in writing to the Lessee the amount of the Lessee's Proportion of the actual Variable Outgoings for the preceding Lease Year.
 - (i) If the amount of that Proportion is greater than the amount paid by the Lessee on account of that Proportion the Lessee must pay the difference to the Lessor on the date of receipt of the notice (even if by that date the Lease may have expired or been determined).
 - (ii) If the amount of that Proportion is less than the sum actually paid by the Lessee on account of that Proportion the Lessor must credit the Lessee with the difference towards the next ensuing payment or payments on account of the Lessee's Proportion of the Estimated Variable Outgoings but if the Term has then expired or been determined and no amount remains owing by the Lessee to the Lessor then the Lessor must pay any credit to the Lessee.

4.4 Additional Variable Outgoings

On demand by the Lessor the Lessee must pay the amount by which in the reasonable opinion of the Lessor the cost of the provision performance or undertaking of any service facility or thing included in any item of Variable Outgoings has been increased beyond its normal or anticipated cost by reason of any extended hours or days of opening of the

Premises or any other increase change or peculiarity in the usage of the Premises or any other cause.

4.5 Rate and tax outgoings

- (a) Subject to clause 3.5(b), the Lessee must pay to the Lessor on demand all Local or Public Authority rates water rates land tax (calculated as if the Land is the only land owned by the Lessor in Western Australia) metropolitan region improvement tax and all other outgoings:
 - (i) directly assessed or payable in respect of the Premises during or applicable to the Term; or
 - (ii) which the Lessor elects not to recover as part of the Variable Outgoings in any Lease Year.
- (b) If any of the outgoings referred to in 3.5(a) are not separately assessed or payable in respect of the Premises the Lessee must pay to the Lessor on demand an amount which bears the same proportion to the amount of the outgoing as the Lettable Area of the Premises bears to the lettable area of that part of the Land or Building to which the relevant assessment applies.

4.6 Power telephone and other services

The Lessee must pay all charges for water consumption, gas, electricity, fuel, telephone or other services, utilities or facilities (including meter rental, use or consumption, calls, re-connection, relocation or otherwise) relating to the Premises or the use or occupation of the Premises.

4.7 Payment of costs and interest

The Lessee must pay to the Lessor on demand:

- (a) all stamp duty (including all fines and penalties) payable on this Lease (if any);
- (b) all costs (calculated as between solicitor and client in the case of legal fees) charges and expenses incurred by the Lessor:
 - (i) attributable to any default by the Lessee in observing or performing any of the Lessee's Covenants;
 - (ii) relating to the preparation and service of a notice of default or termination;
 - (iii) in obtaining professional advice as to the Lessor's rights remedies and obligations as a result of any default by the Lessee; and
- (c) interest at the Prescribed Rate on all Rent and other money payable by the Lessee to the Lessor under this Lease but unpaid for more than 7 days from the respective due date computed on daily rests on the amount from time to time remaining owing from and including the due date until the date of payment.

4.8 Legal costs

Each party must pay its own solicitors' costs of and incidental to the negotiation of and instructions for and for the preparation and execution of this Lease.

5 INSURANCE AND INDEMNITY

5.1 Indemnities

- (a) The Lessee occupies the Premises at the risk of the Lessee in all respects.
- (b) Except to the extent caused or contributed to by the Lessor, the Lessee releases and agrees to indemnify the Lessor and keep the Lessor indemnified from all costs claims actions proceedings demands expenses judgments damages or losses of any kind including any relating to loss of life of or personal injury to any person or damage to any property (wherever occurring) resulting from or attributable to anything occurring on or in the vicinity of the Premises by any act neglect default or omission by the Lessee or any of the Lessee's Employees and Visitors.

5.2 Insurance

- (a) Throughout the Term the Lessee must effect and keep current with a public insurance office approved by the Lessor, on behalf of the Lessee and the Lessor for their respective rights and interests:
 - (i) a policy to cover the Lessee's fixtures, fittings plant and equipment and stock in the Premises to their full insurable value against all usual risks against which in the opinion of the Lessor from time to time a tenant should ordinarily insure;
 - (ii) workers' compensation and employer's indemnity insurance in respect of the Lessee's employees;
 - (iii) a policy to cover all plate glass in the Premises against damage or destruction for its full replacement value;
 - (iv) a policy with a cover not less than the amount specified from time to time by the Lessor in respect of the risks referred to in clause 4.1;
 - (v) a public liability policy with a cover of not less than \$10,000,000 (or such other sum as the Lessor may from time to time specify) in respect of any one occurrence; and
 - (vi) any other policy of insurance which the Lessor acting reasonably may from time to time require the Lessee to effect and maintain with an amount of cover and on terms as the Lessor may reasonably specify.
- (b) The Lessee must:
 - (i) immediately expend all money recovered in respect of any insurance under clause 4.2(a) in the satisfaction of the payment of damages or the reinstatement or replacement of the items for which that money is received to the extent that that money is sufficient for that purpose; and
 - (ii) on demand make up from the Lessee's own money any insufficiency of money for that purpose.

5.3 Evidence of insurance and renewal

The Lessee must:

- (a) pay all insurance premiums on any policies referred to in this clause 4 not later than the due date for payment specified in the first premium notice or demand for payment; and
- (b) on demand produce to the Lessor proper evidence of the policies and their renewal.

5.4 Lessee's insurance policies

The Lessee may not vary, surrender or cancel any of the policies referred to in clause 4.2(a) without the Lessor's consent.

5.5 Voiding insurance policies

- (a) Except with the Lessor's consent the Lessee must not do or allow to be done any thing in or near the Premises as a result of which any insurances in respect of the Premises taken out by the Lessor or the Lessee may be invalidated or avoided or the rate of premium on any insurance may be liable to be increased or any claim under that insurance may be lawfully refused in whole or in part.
- (b) If the Lessee or the Lessee's Employees and Visitors do or permit to be done anything which has the effect of invalidating or avoiding any policy of insurance taken out by the Lessor or the Lessee or by virtue of which the insurer may lawfully refuse a claim in whole or in part, then the Lessee is responsible for and must pay on demand any resulting damage or loss which the Lessor suffers or incurs and (without limiting any other rights of the Lessor) must pay to the Lessor on demand any increased amount of premium over the existing premium which may be charged on any such insurance.

5.6 Hazards

The Lessee must not bring onto or keep in the Premises or permit to be brought onto or kept in the Premises anything of a dangerous hazardous or flammable nature.

6 MAINTENANCE AND REPAIR

6.1 General maintenance and repair

The Lessee must:

- (a) keep the Premises in good substantial and functional repair order and condition (damage by fair wear and tear and by any risk insured against to the extent of the money recovered under that insurance cover excepted);
- (b) repair and make good any damage to the Premises where that damage results from or is attributable to the want of care negligence misuse or abuse by the Lessee or the Lessee's Employees and Visitors or from any breach of any of the Lessee's Covenants; and
- (c) immediately replace all electric light fittings, light bulbs, globes and fluorescent tubes in the Premises which become damaged broken or which fail to function and the Lessee agrees that upon installation any replacements will become the property of the Lessor.

6.2 Intentionally deleted

6.3 Cleaning

The Lessee must:

- (a) keep the Premises and its entrances and surrounds:
 - (i) thoroughly clean and not allow any rubbish to accumulate on or about the Premises; and
 - (ii) free and clear of all rodents vermin insects birds animals and other pests and wherever necessary must employ pest exterminators approved by the Lessor to carry out the necessary work.
- (b) leave rubbish containers outside the Premises only in the areas and at the times and for the periods from time to time prescribed for that purpose by the Lessor;
- (c) when required by the Lessor permit any cleaning contractor nominated by the Lessor to have access to the Premises at all necessary times and to remain on the Premises with necessary employees sub-contractors plant and equipment for cleaning purposes.

7 USE OF PREMISES

7.1 Use of Premises

The Lessee must use the Premises only for the purpose described in Item 9.

7.2 Nuisance

The Lessee must not do or permit to be done in or near the Premises anything which is a nuisance grievance disturbance or annoyance to the Lessor or to any tenant or occupier of other premises in the vicinity of the Premises.

7.3 No sign antenna or amplifier

- (a) Except with the consent of the Lessor and the approval of each relevant Local or Public Authority, the Lessee must not place or permit to be placed or maintained in the Premises or on the roof or any exterior part of the Building:
 - (i) any sign awning canopy decoration lettering advertising device notice matter or thing visible from outside the Premises;
 - (ii) any television or radio antenna or mast or other apparatus; or
 - (iii) any radio or television receiver loudspeaker amplifier or other similar device (other than any emergency communication apparatus installed by the Lessor) audible from outside the Premises.
- (b) Any consent given by the Lessor pursuant to clause 6.3(a) may be withdrawn at any time where the Lessor reasonably so determines having regard to the interests of the Lessor the Building or the rights or interests of owners occupiers or users of any other premises.
- (c) On the first to occur of:

- (i) the Lessor withdrawing the consent referred to in clause 6.3(a);
- (ii) the expiration of the Term;
- (iii) the determination of the Term prior to expiration,

the Lessee must immediately remove any of the things referred to in clause 6.3(a) and make good any damage or disfigurement caused by that thing or by its removal.

7.4 Keeping authorised signs in good order

The Lessee must maintain in good condition and repair anything approved by the Lessor under clause 6.3.

7.5 Equipment restrictions

The Lessee may not without the consent of the Lessor use or permit to be used in or in connection with the Premises any form of lighting heating cooling or ventilation other than as installed in the Premises at the Commencement Date.

7.6 No floor overloading

- (a) The Lessee must not without the consent of the Lessor bring into the Building or onto the Land or permit to remain in the Premises any heavy machinery, plant or equipment of a nature, size, weight or design as to cause or in the reasonable opinion of the Lessor is likely to cause damage of any kind to any part of the Land the Building or the Premises.
- (b) The Lessee must take all steps reasonably necessary to ensure that no part of the Premises is broken over-stressed or damaged by any overloading from any cause and must observe the maximum floor loading weights for the respective portions of the Premises specified from time to time by the Lessor.
- (c) Before bringing or permitting to be brought onto the Land or into the Building or the Premises any items referred to in clause 6.6(a) the Lessee must give notice to the Lessor of the Lessee's intention to do so and must comply with every reasonable direction given by the Lessor in respect of the delivery times routing installation and location of each of those items and when appropriate their removal.
- (d) On demand the Lessee must make good to the Lessor's satisfaction any damage done to the Premises the Building or the Land by any of those items or their delivery or removal.

7.7 No electrical overloading

The Lessee must not without the consent of the Lessor install or use any electrical equipment on the Premises that overloads or has the capacity to overload the cables switchboards or sub-boards through which electricity is conveyed to or through the Premises.

7.8 Airconditioning Plant

The Lessee must comply with and observe the reasonable requirements of the Lessor in respect of the Airconditioning Plant and not do nor permit to be done anything which interferes with or impairs its safe and efficient operation.

7.9 Sanitary appliances

The Lessee must not use or permit to be used any toilets sinks drains and other plumbing facilities in the Premises for any purpose other than that for which they were respectively designed constructed or provided and must not deposit or permit to be deposited in any of those facilities any sweepings rubbish or other matter.

7.10 No obstruction

- (a) The Lessee must not obstruct or permit to be obstructed by the Lessee's Employees and Visitors any part of the Common Areas by leaving or placing any article or thing or by any meeting of persons or in any other manner.
- (b) Where such an obstruction occurs and the Lessee does not remove or is not capable of immediately removing that article or thing the Lessor may remove it at the Lessee's expense and risk.

7.11 Charges

- (a) The Lessee must not without the Lessor's consent give any charge or any other security interest of any kind (**Security**) over or affecting any plant or equipment affixed or to be affixed to the Premises and the Lessee must:
 - (i) duly and punctually comply in all respects with the terms and conditions of the Security; and
 - (ii) give immediate notice to the Lessor of any notice of default or demand received by the Lessee in respect of the Security.
- (b) The Lessee authorises the Lessor and the Lessor's employees and agents to obtain from any grantee of the Security any particulars (including the amount from time to time owing) under the Security.

7.12 Keeping premises and property secure

The Lessee must:

- (a) use the Lessee's reasonable endeavours to protect and keep safe the Premises and any property contained in the Premises from theft or robbery;
- (b) keep all doors windows and other openings closed and securely fastened when the Premises are not open for business; and
- (c) immediately comply with any direction or notice given to the Lessee by the Lessor in respect of the carrying out of measures to protect, secure and reduce the likelihood of damage or injury to property or persons associated with the likelihood of a cyclone passing through the district in which the Premises are located.

8 ALTERATIONS AND INSTALLATIONS

8.1 No alterations or additions

Subject to clause 7.3, the Lessee must not without the consent of the Lessor:

- (a) make any alterations or additions to the construction or arrangement of the Premises or any of the Lessor's Installations;
- (b) cut or modify any of the walls roofs partitions timbers doors or floors of the Premises; or
- (c) erect or install any internal partitions fixtures or fittings in the Premises.

8.2 Legislation orders and regulations

Subject to clause 7.3:

- (a) the Lessee must duly and punctually comply with and observe and indemnify the Lessor in respect of all Acts and all orders requirements and notices from or by any Local or Public Authority which relate or apply in any way to the Premises or their use or occupation or the number or sex of the Lessee's Employees and Visitors. The Lessee's obligations under this clause 7.2(a) include the carrying out of any repairs alterations or works to or the provision of fire or smoke alarms or other emergency services in or for the Premises.
- (b) if any compliance or observance under clause 7.2(a) includes a requirement for structural alterations or additions to the Premises the Lessee's obligations under clause 7.2(a) only apply insofar as they relate to the Lessee's business or the use to which the Premises are put by the Lessee or the number or sex of the Lessee's Employees and Visitors.

8.3 Standard of works and Lessor's costs

The Lessee must:

- (a) ensure that all works which the Lessee carries out or is required to carry out under clauses 7.1 and 7.2 are carried out only by contractors and tradesmen approved of by the Lessor and in accordance with plans specifications and schedules of works materials and finishes approved by the Lessor before any of those works are commenced; and
- (b) pay to the Lessor on demand the cost to the Lessor and its employees agents and independent contractors in respect of the grant of those approvals and in ensuring that those works are carried out in accordance with this Lease.

9 ENTRY BY LESSOR

9.1 Permitting Lessor to enter and inspect

The Lessee must permit the Lessor and any person authorised by the Lessor at any time to enter the Premises:

- (a) to view the state of repair and condition of the Premises and to make reasonable investigations to ascertain if there has been any breach of any of the Lessee's Covenants;

- (b) to serve upon the Lessee written notice of any default found on such inspection requiring the Lessee to remedy that default in accordance with the Lessee's Covenants; and
- (c) to the extent necessary to remain on the Premises with all necessary tradesmen, contractors, plant, equipment and materials:
 - (i) to carry out any repairs, renovations, maintenance, modifications, extensions, alterations or replacements to any part of the Building and to any plant, machinery or equipment within the Building (whether within the Premises or not);
 - (ii) without limiting clause 8.1(c)(i), to erect make excavate lay or install in on over or under the Premises and to make use of any pipe wire amplifier light alarm channel drain sump vent duct inlet outlet plant or machinery or other thing requisite for or in addition to any of the Lessor's Purposes;
 - (iii) to inspect, remove, maintain, replace, repair, service, alter or add to any of the items referred to in clause 8.1(c)(ii) in or about the Premises or the walls floors and ceilings of the Premises or any other part of the Building;
 - (iv) to comply with any Act or any request, requirement, notification or order of any Local or Public Authority for which the Lessee is not responsible under this Lease.
- (d) In exercising the right of entry referred to in clause 8.1(a), (b) or (c) the Lessor must cause as little inconvenience disruption or damage to the Lessee as is practicable in the circumstances. The Lessee has no claim for any abatement of Rent or compensation or damages in respect of that exercise.

9.2 Permit intending tenants or purchasers to inspect

- (a) Within the period of 3 months immediately prior to the expiration of the Term in respect of any reletting the Lessee must permit the Lessor or any person authorised by the Lessor:
 - (i) at all reasonable times to enter the Premises with and exhibit them to prospective tenants of the Premises;
 - (ii) to affix and exhibit where the Lessor thinks fit in or about the Premises any notice or sign for reletting the Premises.
- (b) The Lessee must not remove deface or obscure or permit to be removed defaced or obscured any notice or sign referred to in clause 8.2(a).

10 ASSIGNMENT AND SUBLETTING

10.1 Prohibition on assignment, subletting and mortgaging

- (a) Subject to clause 9.2, the Lessee must not without the consent of the Lessor assign, sublet, transfer or part with possession of the whole or any part of the Premises or the benefit of this Lease or any estate or interest in the Premises or this Lease.
- (b) The Lessee must not without the consent of the Lessor mortgage charge or otherwise encumber the interest of the Lessee under this Lease.

10.2 Conditions applying to assignment

The Lessor will not unreasonably withhold consent to an assignment of the whole of the Lease and Premises under clause 9.1(a) if:

- (a) the Lessee proves to the satisfaction of the Lessor that the proposed sublessee or assignee is a respectable responsible and solvent person capable of adequately carrying on the business permitted to be carried on in the Premises and capable of complying with all the Lessee's Covenants;
- (b) all Rent and other money (including interest) then due and payable by the Lessee under this Lease have been paid;
- (c) there is not at either or both of the time such consent is sought and at the date any assignment is to take effect any subsisting breach of any of the Lessee's Covenants;
- (d) the Lessee has procured the execution by the Lessee and the proposed assignee of a deed of assignment of this Lease to which the Lessor is a party and which is in a form prepared by the Lessor's solicitors and has delivered that deed to the Lessor;
- (e) the Lessee pays to the Lessor all costs and expenses including legal costs administrative costs stamp duty and other disbursements incurred or to be incurred by the Lessor in respect of:
 - (i) the deed of assignment; and
 - (ii) any enquiries and investigations which are made by or on behalf of the Lessor as to the respectability solvency and suitability of any proposed assignee; and
- (f) where any proposed assignee is a Corporation its directors and principal shareholders at their expense execute and complete a deed of guarantee and indemnity in a form approved by the Lessor's solicitors in favour of the Lessor in respect of the payment by the proposed assignee of all Rent and other money and interest which becomes due from and including the assignment date and the observance and performance by the proposed assignee of all of the Lessee's Covenants which are due to be observed and performed from and including the assignment date.

10.3 Deemed assignments

An assignment of this Lease requiring the consent of the Lessor in the terms of clause 9.2 will be deemed to occur when:

- (a) any change in the principal shareholders of any corporate Lessee (which is not a public listed company) occurs which has the effect of altering the effective control of the Lessee; or
- (b) the Lessee has executed this Lease as the trustee of a trust and any change in the persons beneficially entitled (or who may become beneficially entitled) to the trust assets occurs or in the case of a unit trust any units are transferred or any units (in addition to those issued at the Commencement Date) are issued.

10.4 Lessee's liabilities to continue

The covenants and agreements on the part of any assignee or sublessee expressed or implied in any deed of assignment or sublease and in favour of the Lessor are supplementary to those contained in this Lease and do not in any way relieve the Lessee from the Lessee's Covenants. Despite any assignment by the Lessee of the benefit of this Lease the Lessee will remain liable to observe and perform all of the Lessee's Covenants throughout the balance of the Term current at the date of assignment.

10.5 Costs payable in any event

The Lessee must pay to the Lessor on demand all costs and expenses incurred by the Lessor in relation to clauses 9.2 and 9.3 even if:

- (a) the Lessor refuses to consent to the proposed assignment; and
- (b) the proposed assignment is not completed for any reason (other than the default of the Lessor).

11 EXPIRATION OF THE TERM

11.1 Remove fixtures and fittings

Immediately before the expiration of the Term (or within 5 Business Days after the earlier determination of the Term) the Lessee must:

- (a) remove from the Premises all items which have been erected or installed by the Lessee or any previous tenant or occupier of the Premises (other than any which in the opinion of the Lessor form an integral part of the Premises including all light fittings located in or affixed to the Premises);
- (b) make good to the satisfaction of the Lessor any damage caused to the Premises the Building or the Land by any erection installation or removal referred to in clause 10.1(a); and
- (c) if required by the Lessor re-alter any alterations (whether structural or otherwise) made to the Premises during the Term so that the Premises are restored to their condition as at the Commencement Date.

11.2 Abandoned items

Any items referred to in clause 10.1(a) not removed by the Lessee within the time specified in clause 10.1 are deemed to have been abandoned by the Lessee and become the property of the Lessor without any right by the Lessee to make any claim against the Lessor in respect of those items. The Lessee must pay to the Lessor on demand the cost of removing abandoned items from the Premises and making good any damage caused by that removal.

11.3 Yield up

At the expiration of the Term the Lessee must:

- (a) deliver up possession of the Premises to the Lessor in good and substantial repair order and condition and state of cleanliness and decoration consistent with

the due and punctual observance and performance by the Lessee of the Lessee's Covenants; and

- (b) deliver to the Lessor or the Lessor's Agent all keys cards switching equipment combinations identification cards or other devices for or enabling the Lessee or the Lessee's Employees and Visitors to gain access to the Premises or the Building or the Land.

12 MISCELLANEOUS

12.1 Give notices

The Lessee must immediately:

- (a) on receipt of any notice by the Lessee from any Local or Public Authority relating to the Premises or their use or occupation give the Lessor a copy of that notice; and
- (b) on any person dying or receiving any injury in the Premises or on any accident occurring to or defect being found in any of the Lessor's Installations or in the Building give to the Lessor notice of the occurrence and all relevant particulars known to the Lessee.

12.2 Caveats

- (a) The Lessee must not at any time lodge an absolute caveat against the Lessor's title to the Land.
- (b) During the Term the Lessee may lodge a subject to claim caveat against the Lessor's title to the Land in order to protect the interests of the Lessee pursuant to this Lease.
- (c) At the expiration of the Term the Lessee must sign and lodge at the Lessee's expense a proper registerable withdrawal of any caveat lodged against the Land by the Lessee.
- (d) If the Lessee lodges an absolute caveat or fails to withdraw any caveat pursuant to clause 11.2(c) then the Lessee in consideration of the Lessor granting this Lease to the Lessee irrevocably appoints the Lessor the agent and attorney of the Lessee to sign and lodge any withdrawal of caveat and on demand the Lessee must pay to the Lessor all costs and disbursements relating to that withdrawal.

12.3 Rules

- (a) The Lessor may make, alter, and from time to time add to Rules (not inconsistent with any of the express provisions of this Lease) for the use safety security control care appearance and cleanliness of the Building and the Land and for the comfort of persons and preservation of good order and conduct in and around the Building and the Land.
- (b) Any Rules and any alterations or additions to the Rules bind the Lessee from the date notice of them is served on the Lessee and will take effect as Lessee's Covenants.

- (i) The Lessee is responsible for ensuring that the Lessee's Employees and Visitors observe the Rules.
- (ii) Any breach of the Rules by the Lessee's Employees and Visitors will be deemed to be a breach of the Rules by the Lessee.
- (c) A certificate signed by or on behalf of the Lessor shall be sufficient evidence that the Rules at any particular time have been duly made and are binding on the Lessee and that the Lessee was given a copy of the Rules and any alterations or additions on the dates of service specified in the certificate.

12.4 Damages

- (a) The Lessee's obligations to observe or perform the Lessee's Covenants survive the expiration or earlier determination of the Term.
- (b) If the Lessee fails to observe and perform any of the Lessee's Covenants the Lessor may in addition to any of the Lessor's other rights and at the Lessor's option cause or do all things necessary for that observance and performance.
- (c) The Lessee must pay to the Lessor on demand as a liquidated debt the Lessor's costs and expenses incurred by the Lessor in exercising any rights under clause 11.4(b).

13 LESSOR'S COVENANTS

13.1 Quiet enjoyment

The Lessor covenants with the Lessee that the Lessee duly paying the Rent and other money payable under this Lease and observing and performing all other of the Lessee's Covenants may peaceably and quietly hold and enjoy the Premises during the Term and any extension or renewal of the Term without any interruption by the Lessor or any person rightfully claiming through under or in trust for the Lessor except as authorised by this Lease.

14 MUTUAL COVENANTS

14.1 Default

If:

- (a) the Rent or any part the Rent is at any time unpaid for 7 days after becoming due (whether formally demanded or not);
- (b) the Lessee breaches or fails to observe or perform any other of the Lessee's Covenants and that breach or failure continues after the expiration of 14 days (or any further time as the Lessor may specify) of notice to the Lessee to remedy it or where that breach or failure is incapable of being remedied, the Lessee has failed to pay adequate monetary compensation to the Lessor by the expiration of that period;
- (c) the Lessee goes into liquidation or becomes bankrupt or enters into any composition arrangement with or assignment for the benefit of the Lessee's creditors;

- (d) a manager, an administrator, a trustee, a receiver, a receiver and manager or liquidator is appointed under any Act or instrument or by order of any court in relation to any part of the Lessee's undertakings assets or property; or
- (e) any execution is issued against any assets or property of the Lessee; or
- (f) the Premises are abandoned or otherwise left vacant by the Lessee,

then in any such case the Lessor may at its option re-enter occupy and resume possession of the Premises or any part of the Premises in the name of the whole.

14.2 Effect of termination and re-entry

- (a) In exercising its right of re-entry the Lessor or any person authorised by the Lessor may by any means open any door or lock and may remove all persons, and all fixtures, fittings and other property of the Lessee from the Premises without being liable for any action in trespass, assault, detainue or otherwise.
- (b) On exercising the right of re-entry (other than the provisions of this Lease which apply for the benefit of the Lessor after the expiration or earlier determination of the Term) this Lease and the Term ceases and determines.
- (c) Despite this Lease and the Term having ceased and determined the Lessee remains liable to pay the Rent, the Lessee's Proportion of the Variable Outgoings, the Rate and Tax Outgoings and other money accrued, due and payable up to the time of the re-entry.
- (d) Any re-entry of the Premises does not prejudice any other rights of the Lessor in respect of any breach of or failure to comply with the Lessee's Covenants.

14.3 Lessor's right to remedy defaults

- (a) The Lessor may but is not obliged to remedy at any time without notice any default by the Lessee under this Lease and whenever the Lessor so elects any or all of the Lessor and any person authorised by the Lessor may enter and remain upon the Premises together with all necessary plant equipment and materials for the purpose of remedying that default.
- (b) The Lessee shall pay on demand to the Lessor all costs and expenses incurred by the Lessor (including legal costs and expenses calculated as between solicitor and client) in remedying that default.

14.4 Essential terms

- (a) Each of the covenants by the Lessee:
 - (i) to pay the Rent, the Lessee's Proportion of the Variable Outgoings and the Rate and Tax Outgoings;
 - (ii) to use the Premises only for those purposes specified in Item 9; and
 - (iii) not to assign, sublet transfer or part with possession of the whole or any part of the Premises or of the benefit of this Lease, is an essential term of this Lease but nothing expressed or implied in this clause is to be construed to mean that other Lessee's Covenants may not also be essential terms of this Lease.

- (b) Any breach of an essential term will be regarded by the Lessor and the Lessee as a fundamental breach by the Lessee of this Lease.

14.5 Effect of breach of an essential term

- (a) If the Lessor determines this Lease following a breach of an essential term then (without prejudicing or limiting any other right or remedy of the Lessor under this Lease) the Lessor is entitled to recover from the Lessee as liquidated damages for the breach the difference between:
 - (i) the aggregate of the Rent, Variable Outgoings, Rate and Tax Outgoings and any other money which would have been payable by the Lessee for the unexpired residue of the Term remaining after the determination; and
 - (ii) the rent, outgoings and other money which the Lessor by taking reasonable steps to relet the Premises obtains or could reasonably be expected to obtain by reletting the Premises for the unexpired residue of the Term on reasonable terms as to rent and otherwise.
- (b) The Lessor is not obliged to effect any reletting referred to in clause 13.5(a) on the same or similar terms as are expressed and implied in this Lease.
- (c) The Lessor's acceptance of arrears or any late payment of any of the Rent, Variable Outgoings, Rate and Tax Outgoings or other money due under this Lease does not constitute a waiver of the essentiality of the Lessee's obligations to make those payments.
- (d) The Lessor's entitlement to recover damages under this clause is not prejudiced or limited if:
 - (i) the Lessee abandons or vacates the Premises;
 - (ii) the Lessor elects to re-enter the Premises or to determine this Lease;
 - (iii) the Lessor accepts the Lessee's repudiation of this Lease; or
 - (iv) any conduct constitutes a surrender by operation of law.
- (e) The Lessor is entitled to institute proceedings to recover damages under this clause either before or after any of the events or matters referred to in clause 13.5(d).
- (f) Any conduct by the Lessor to mitigate damages does not of itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law.

14.6 Damage to the Premises If during the Term:

- (a) any Local or Public Authority resumes or takes the Premises for any public purpose or declares the Premises unfit for occupation or orders their demolition; or
- (b) the Premises are destroyed or damaged so as to render them substantially unfit for the use and occupation of the Lessee or so as (in either case) to deprive the Lessee of substantial use of them or so as (in the case of damage or destruction)

to render the rebuilding or reconstruction of the Building in its previous form impracticable or undesirable in the opinion of the Lessor, then:

- (c) this Lease may be terminated (without compensation) by either the Lessor or (subject to clause 13.6(d)) the Lessee by notice to the other;
- (d) the Lessee is only entitled to terminate this Lease under this clause if:
 - (i) in the case of the events referred to in clause 13.6(a):
 - (A) the events are not caused or contributed to by the Lessee or the Lessee's Employees and Visitors;
 - (B) the resumption, taking, declaration or order has not been withdrawn, reversed, declared void or otherwise become ineffective within a reasonable time after first being made;
 - (ii) in the case of the events referred to in clause 13.6(b):
 - (A) any policy of insurance effected in respect of any damage or destruction has not been made void or payment of any of the policy money refused as a consequence of an act or default of the Lessee or any of the Lessee's Employees and Visitors; and
 - (B) the Lessor has failed to rebuild or reinstate the Premises within a reasonable time (having regard to the extent of the damage and the work required) after notice by the Lessee to the Lessor requesting that the Premises be rebuilt or reinstated;
- (e) any termination under this clause will be without prejudice to the rights of either party in respect of any antecedent breach matter or thing; and
- (f) nothing expressed or implied in this clause will be deemed to impose any obligation on the Lessor to challenge any resumption, taking, declaration or order of the type referred to in clause 13.6(a), rebuild or reinstate the Premises or to make them fit for use and occupation of the Lessee.

14.7 Abatement of Rent

If any resumption, taking, declaration or order is made under clause 13.6(a) or if any damage or destruction referred to in clause 13.6(b) occurs and if in the latter case the policy of insurance effected in respect of any relevant damage or destruction has not been made void or payment of the policy money refused in consequence of an act or default of the Lessee or any of the Lessee's Employees and Visitors then:

- (a) the Rent or a proportionate part of it depending on the nature, extent and effect of the resumption, declaration, order, destruction or damage will abate until the Premises have been rebuilt or reinstated or made fit for the occupation and use of the Lessee or until the Lease is terminated pursuant to the provisions of clause 13.6 as the case may be;
- (b) until the Lessor and the Lessee mutually agree or in the absence of an agreement a determination of the extent of the abatement is made the Lessee must continue to pay the Rent in full;

- (c) upon mutual agreement or determination of the extent of the abatement the Lessor must refund to the Lessee any Rent which according to that agreement or determination has been overpaid;
- (d) if any dispute arises as to the extent of the abatement it may be referred at the request of either party to a person nominated by the President for the time being of The Law Society of Western Australia and that nominee is to act as an expert and not as an arbitrator;
- (e) each party is entitled to make written submissions to the expert but any failure to make or unreasonable delay in making submissions is not to delay annul or otherwise affect the expert's determination;
- (f) on completion of his determination the expert must provide to the Lessor and the Lessee written reasons for his determination in which the expert must specify the matters taken into account by the expert in reaching his determination and the weight given by the expert to each such matter;
- (g) the expert's determination is final and binding upon the Lessor and the Lessee;
- (h) the expert's costs are to be borne by the Lessee unless the extent of the abatement is determined to be greater than that offered by the Lessor in which case the Lessor and the Lessee must share that cost equally.

14.8 Right to grant other leases

The Lessee agrees that:

- (a) the Lessor may grant any lease or leases of other parts of the Building for the same purposes for which the Lessee is entitled to use the Premises under this Lease;
- (b) the Lessee will not seek compensation from the Lessor in respect of the grant of any other lease; and
- (c) the grant of any other lease will not affect the liability of the Lessee to observe and perform the Lessee's Covenants.

14.9 Holding over

If the Lessee continues to occupy the Premises after the expiration or earlier determination of the Term with the consent of the Lessor then the Lessee will become a monthly tenant of the Lessor but (unless otherwise agreed) at a rent equal to one twelfth of the aggregate of the Rent and Variable Outgoings and Rate and Tax Outgoings payable by the Lessee immediately preceding that expiration or determination and otherwise on and subject to the Lessee's Covenants and the same conditions as are expressed or implied in this Lease except for any option to renew which the parties agree is deemed to be expressly excluded.

14.10 Exclusion of liability

Despite any implication or rule of law or equity to the contrary the Lessor shall not in any circumstances be liable to the Lessee:

- (a) for any loss or damage suffered by the Lessee or the Lessee's Employees and Visitors attributable in any way to:

- (i) any act, default or negligence of any other tenant of the Building or the Land or that tenant's employees, agents, contractors or invitees; or
 - (ii) any malfunction, breakdown, interference or interruption of or to the Lessor's Installations; or
 - (iii) the breakage blockage or overflow of any sewer gutter or drain from any cause; or
- (b) for any damage or loss that the Lessee may suffer by reason of the neglect or omission of the Lessor to do any act or thing to or in respect of the Premises, the Building or the Land which the Lessor is liable to do unless the Lessee has given to the Lessor notice of that act or omission and the Lessor has without reasonable cause failed within a reasonable time to take proper steps to do that act or rectify that omission.

14.11 Moratorium

The application to this Lease of any moratorium or Act having the effect of extending the Term reducing or postponing the payment of the Rent or otherwise affecting the operation of the Lessee's Covenants or providing for compensation rights or privileges at the expense of the Lessor in favour of the Lessee or any other person is expressly excluded to the extent that this exclusion is lawful.

14.12 Severance

If any condition covenant or stipulation of this Lease or its application to any person or circumstances is or becomes invalid or unenforceable the remaining covenants conditions and stipulations are not to be affected and each covenant condition and stipulation of this Lease will be valid and enforceable to the fullest extent permitted by law.

14.13 Waiver

- (a) If the Lessor fails to take advantage of any default or breach of any of the Lessee's Covenants that failure is not to be or be construed as a waiver by the Lessor of that breach or default.
- (b) Any custom or practice which may grow up between the parties in the course of administering this Lease is not to be construed to waive or lessen the right of the Lessor to insist upon the observance or performance by the Lessee of any of the Lessee's Covenants.
- (c) No consent or waiver expressed or implied by or on behalf of the Lessor to or in respect of any particular breach of any of the Lessee's Covenants is to be construed as a consent to or waiver of any other breach of that or any other of the Lessee's Covenants.
- (d) The acceptance by the Lessor of Rent or any other money under this Lease is not to be nor to be deemed to be a waiver of any default or breach by the Lessee of any of the Lessee's Covenants at the time of that acceptance.

14.14 Consents and approvals

Except as otherwise specifically provided in this Lease any consent or approval which may be granted by the Lessor pursuant to this Lease may be granted or refused or granted subject to conditions at the discretion of the Lessor.

15 NOTICES AND OTHER COMMUNICATIONS

15.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

15.2 Effective on receipt

A Notice given in accordance with clause 14.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

15.3 Time of the essence

Time is of the essence in every respect in relation to the observance and performance of the Lessee's Covenants.

15.4 Whole agreement

The covenants and provisions expressed and implied in this Lease cover and comprise the whole of the agreement between the parties to this Lease and no further or other covenants or provisions whether in respect of the Premises or otherwise are to be deemed to be implied in this Lease or to arise between the parties to this Lease by way of collateral or other agreement.

15.5 Proper law

The laws of the Cocos (Keeling) Islands and where applicable the Commonwealth of Australia and the State of Western Australia apply to this Lease.

15.6 Additional terms covenants and conditions

The parties agree that all (if any) additional terms covenants and conditions in the Details are to be deemed to be incorporated in this Lease.

16 GST

16.1 Application of clause 15

The parties acknowledge that the GST Act does not currently apply to this Lease or Supplies made pursuant to this Lease. If in the future, the GST Act applies to this Lease or Supplies made pursuant to this Lease, the parties agree clauses 15.2 to 15.5 (inclusive) shall apply.

16.2 Lessee's obligations

- (a) All money payable under this Lease by the Lessee has been calculated without regard to GST.
- (b) The parties acknowledge that:
 - (i) the Lessor is liable to pay GST as a result of the grant of this Lease and supplies by it to the Lessee under or in connection with this Lease; and
 - (ii) the Lessor may charge the additional amount, described in clause 15.3 to the Lessee in respect of GST.

16.3 Passing on provision

The Lessee must pay to the Lessor at the same time as payment is due for a supply under or in connection with this Lease an additional amount equal to 10% of the amount of the payment for supply.

16.4 GST invoice

The Lessor must give the Lessee a Tax Invoice for the additional amount.

16.5 Change in rate

If the GST rate changes then from the date of the change clause 15.3 will be taken to be amended so that the new rate applies in lieu of the percentage stated in clause 15.3.

17 FIRST EXTENDED TERM

If:

- (a) not more than 6 months nor less than 3 months before the expiration of the Initial Term, the Lessee gives the Lessor a written notice of exercise of option; and
- (b) there has not, at any time during the Initial Term, been any breach or non-observance or non-performance of any of the Lessee's Covenants;

the Lessor must grant to the Lessee an extension of the Initial Term for the First Extended Term containing the same covenants and provisions as are expressed and implied in this Lease (except for the right of extension the subject of this clause) and at such Rent from the commencement date of the First Extended

Term as calculated in accordance with and to be reviewed from time to time in accordance with the rent review provisions contained in this Lease.

18 COUNTERPARTS

This lease may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

SCHEDULE 1 – Variable outgoings

Variable Outgoings means all costs charges and expenses incurred or payable by the Lessor for or in respect of either or both of the Land and the Building (and not otherwise the direct responsibility of the Lessee under this Lease) in respect of or incidental to:

- (a) all Local or Public Authority rates and charges and all land tax (assuming that the Land is the only land owned by the Lessor in Western Australia), metropolitan region improvement tax and other taxes rates charges and assessments and other outgoings of a similar nature now or in the future charged upon the Land or any part of the Land or otherwise chargeable against the Lessor;
- (b) premiums for insurances effected and maintained by the Lessor including (but not limited to):
- (c) insurance of the Building for the full replacement value under a reinstatement or like policy against all usual and necessary risks against which a prudent owner ordinarily insures;
 - (i) public risk insurance;
 - (ii) common law and statutory liability insurance in respect of employees of the Lessor on in or about either or both of the Land and the Building;
 - (iii) loss of Rent insurance;
 - (iv) insurances on the Lessor's Installations; and
 - (v) any other insurance effected by the Lessor in relation to any risk associated with the Lessor's ownership of or interest in either or both of the Land and the Building;
- (d) cleaning the Common Areas and the Car Parking Areas;
- (e) electricity gas and other sources of power or energy used or consumed in:
 - (i) the Common Areas;
 - (ii) running and operating the Airconditioning Plant and Elevators; and
 - (iii) the Car Parking Areas,and all meter rentals and reading charges;
- (f) running and maintaining all services from time to time provided by the Lessor in the Building including the Airconditioning Plant, toilets and sanitary conveniences and accessories;
- (g) the caretaking and preservation of security of the Land or the Building;
- (h) the maintenance and monitoring of all Fire Equipment;
- (i) the control and eradication of pests in the Building;
- (j) the maintenance of all gardens and landscaped areas on the Land or the Building;

- (k) the general maintenance upkeep of and repairs to the Building and the Land;
- (l) the administration and management of the Building including but not limited to:
 - (i) fees and disbursements paid to the Lessor's Agent;
 - (ii) salaries fees and direct overheads of staff employed in whole or in part by the Lessor in that administration and management; and
 - (iii) if the Lessor does not employ the Lessor's Agent the difference between the amount payable under clause (ii) and the amount of the estimated fees and disbursements which would have been payable by the Lessor to the Lessor's Agent for the total administration and management of the Building if the Lessor had employed the Lessor's Agent;
- (m) all audit fees and charges incurred from time to time in the course of verification of statements of the Variable Outgoings;
- (n) all costs fees and charges incurred from time to time in taking all reasonable action to prevent or minimise cyclone damage to the Premises including without limitation (or any obligation) action taken by the Lessor to remove or secure items belonging to the Lessee so as to prevent or reduce the probability of damage or injury to the Building or persons;
- (o) any other costs charges or expenditure reasonably and properly incurred by the Lessor in and about the preservation of either or both of the Land and the Building and the operation, maintenance, inspection, administration and promotion of the Building.

Each Variable Outgoing described in the paragraphs above is to be interpreted to include all things of and incidental to the provision of that Variable Outgoing including (without limitation):

- (i) the wages and fees payable to employees and contractors in the course of the provision of any services referred to in the Variable Outgoings;
- (ii) the provision of equipment necessary to provide those services;
- (iii) all consumable items;
- (iv) the cost of all maintenance agreements,

but the Variable Outgoings do not include any cost charges and expenses which are of a capital nature.

SIGNING PAGE

EXECUTED as a deed

Executed for the Commonwealth of Australia
by:

Paul Bain Harrison
Name of signatory

[Signature]
Signature

ADMINISTRATOR
Position of signatory



In the presence of:

KATHLEEN BRIDALE
Name of witness (print)

[Signature]
Signature of witness

PO BOX 91, CHRISTMAS ISLAND
Address of witness (print)

EXECUTIVE OFFICER
Occupation of witness (print)

Executed by Paul Bain Harrison in the presence of:

[Signature]
Signature of witness

[Signature]
Paul Bain Harrison

Kelly Edwards
Name of witness (print)

18 William Keeling Crs, Cocos Islands
Address of witness (print)

Office Manager
Occupation of witness (print)

ANNEXURE A

PLAN OF PREMISES

Annexure A to Lease

Units 12 and 13, Part of Cocos Location 184, Cocos
(Keeling) Islands, Indian Ocean, Western Australia

Handwritten text along the left margin, possibly a list or index.



ANNEXURE B

DEED OF ASSIGNMENT

Annexure B to Lease

Units 12 and 13, Part of Cocos Location 184, Cocos
(Keeling) Islands, Indian Ocean, Western Australia

DATED

2015

COMMONWEALTH OF AUSTRALIA

PAUL BAIN HARRISON

and

DAVID O'DOWD AND HUA LIU

ASSIGNMENT OF LEASE

Units 12 and 13, Part of Cocos Location 184, Cocos
(Keeling) Islands

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DETAILS

Date

Parties

Name **Commonwealth of Australia represented by the Administrator,
Cocos (Keeling) Islands**
Short form name **Lessor**
Notice details Cocos (Keeling) Islands Administration Office, PO Box 1093, Cocos
(Keeling) Islands, Indian Ocean 6799 and also at Management Services,
Jones Lang LaSalle, Level 29, 152-158 St Georges Terrace, Perth,
Western Australia, 6000
Attention: Terry Eaton

Name **Paul Bain Harrison**
Short form name **Assignor**
Notice details PO Box 1087, Cocos (Keeling) Islands, Indian Ocean, 6799

Name **David O'Dowd and Hua Liu trading as Cocos Auto and Car Hire**
Short form name **Assignee**
Notice details ABN 37 889 499 747
C/o- K R Blacker and Associates
U6/21 Parap Rd, Parap, Northern Territory, 0820

Items

Item 1 **The Lease**

- (a) A Lease dated on or about the date of this deed
 - (i) Lessor: Commonwealth of Australia
 - (ii) Lessee: Paul Bain Harrison
- (b) This deed,

Item 2 **The Premises**

Units 12 and 13 in the Light Industrial Area, as is more particularly described in the Lease.

Item 3 **The Assignment Date**

6 July 2015

INTRODUCTION

- C** By the Lease, the Lessor has leased the Premises to the Assignor for the Term.
- D** The Assignor and the Assignee have requested the Lessor to consent to the assignment of the Lease for the Balance of the Term, which the Lessor has agreed to do upon the Assignor and the Assignee entering into the covenants contained in this deed.

AGREED TERMS

1 DEFINED TERMS AND INTERPRETATION

1.1 Defined terms

In this deed:

Agreement for Sale of Business means the agreement for sale of the business known as Cocos Autos between the Assignor as seller and the Assignee as buyer dated 2 April 2015.

Assignor's Leasehold Interest means the whole of the Assignor's estate right and interest in the Lease and the Premises.

Assignment Date means the date referred to in Item 3.

Balance of the Term means the residue of the Term which is unexpired at the Assignment Date.

Condition Precedent means the condition precedent outlined in clause 2(a).

Details means the part of this deed described as the Details.

Encumbrance means a mortgage, charge, bill of sale, lien, pledge, easement, writ, warrant, caveat (and the claims stated in the caveat) or other right or interest of any third party affecting the Premises or any part of the Premises.

Item means an item in the Details.

Lease means the lease evidenced by the documents referred to in Item 1 (as varied by this deed) whether or not the lease or any of the Lessee's Covenants are enforceable at law or in equity or otherwise, and includes any express or implied lease tenancy or other right of occupancy of or interest in the Premises granted by or derived from the Lessor under those documents.

Lessee's Covenants means the terms, covenants and conditions contained in or implied by the Lease and on the part of the Assignor to be observed and performed.

Lessor's Covenants means the terms, covenants and conditions contained in or implied by the Lease and on the part of the Lessor to be observed and performed.

Premises means the premises described in Item 2.

Rent means the rent which is payable from time to time pursuant to the terms of the Lease.

Settlement Date has the meaning prescribed to that term in the Agreement for Sale of Business.

Term means the term of the Lease and where relevant includes any extension of the Term of the Lease whether granted pursuant to the exercise of any option of renewal contained in the Lease or otherwise.

1.2 Interpretation

In this deed, unless the contrary intention appears:

- (a) a reference to this deed, the Lease or any other instrument includes:
 - (i) both express and implied terms, covenants and conditions of those documents; and
 - (ii) all variations, additions and deletions to the terms, covenants and conditions contained in those documents whenever effected;
- (b) a reference to a person includes a reference to the person's personal representatives, executors, administrators, successors and assigns and a reference to a corporation includes a reference to the corporation's successors and assigns;
- (c) a reference to any person if that person ceases to exist is reconstituted, renamed or replaced or its powers or functions are transferred to any other person, refers respectively to the person established or constituted in its place or succeeding to its powers or functions;
- (d) an obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (e) an obligation, representation or warranty on the part of two or more persons binds them jointly and severally;
- (f) a reference to any thing includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group;
- (g) a reference to a clause, paragraph, details, schedule or annexure is a reference to a clause or paragraph or the details in, or a schedule or an annexure to, this lease/deed/agreement and a reference to this lease/deed/agreement includes the details and any schedule or annexure; and
- (h) the index and all headings have been included for ease of reference only and they are not to be used to construe or interpret any part of this deed.

2 CONDITION PRECEDENT

- (a) This deed is subject to and conditional upon the settlement of the sale of the business known as Cocos Autos being completed on the Settlement Date in accordance with the Agreement for Sale of Business.
- (b) In the event that the Condition Precedent is not satisfied, then this deed automatically terminates and each party is released from its obligations under this deed other than in relation to clause 10.

3 ASSIGNMENT

Provided that the Condition Precedent is satisfied, from and including the Assignment Date, the Assignor assigns and transfers the Assignor's Leasehold Interest to the Assignee free from any Encumbrance for the Balance of the Term, but subject to the terms of this deed.

4 ASSIGNOR'S WARRANTIES TO THE ASSIGNEE

- (a) The Assignor warrants to the Assignee that:
 - (i) the Lease is valid and enforceable in accordance with its terms;
 - (ii) no breach of the Lessee's Covenants remains unremedied;
 - (iii) subject only to the Lessor granting its consent in the manner referred to in this deed, the Assignor has the right to assign the Lease to the Assignee; and
 - (iv) no event or circumstance has occurred which entitles the Lessor to terminate the Lease prior to the expiry of the Term.
- (b) The Assignor is deemed to repeat the warranties referred to in clause 4(a) on the Assignment Date.

5 ASSIGNOR'S COVENANTS

The Assignor, as beneficial owner, covenants with the Assignee that at all times from and including the Assignment Date, and during the Balance of the Term:

- (a) the Assignee may enter into and hold the Premises and the rents and profits of the Premises may be received by the Assignee without interruption by the Assignor or any person or persons rightfully claiming through or in trust for the Assignor; and
- (b) at the request and expense of the Assignee, the Assignor and every other person rightfully claiming any estate, right, title or interest in the Premises will execute and do all such lawful assurances and things for further assuring the Lease and the Premises in the Assignee for the Balance of the Term, as the Assignee may reasonably require.

6 ASSIGNEE'S COVENANTS WITH THE ASSIGNOR

The Assignee covenants with the Assignor that, at all times from and including the Assignment Date, and during the Balance of the Term:

- (a) the Assignee will pay the Rent and perform and observe the Lessee's Covenants; and
- (b) the Assignee will indemnify the Assignor and keep the Assignor indemnified against all loss, liability, cost and expense incurred by the Assignor as a result of any action, claim and demand arising from any failure by the Assignee to observe and perform the Lessee's Covenants.

7 ASSIGNEE'S COVENANTS WITH THE LESSOR

The Assignee covenants with the Lessor that at all times from and including the Assignment Date and during the Balance of the Term:

- (a) the Assignee will duly and punctually pay the Rent on the days and in the manner provided in the Lease, and duly and punctually perform and observe all the Lessee's Covenants;

- (b) the Assignee will be bound by the Lessee's Covenants as fully and effectually and in the same manner and to the same extent as if the Assignee were a party to the Lease and expressly named in the Lease as lessee; and
- (c) the powers granted to or implied in favour of the Lessor by the Lease will be as good and valid and may be as effectively exercised by the Lessor against the Assignee as if the Assignee were a party to the Lease and expressly named in the Lease as lessee.

8 LESSOR'S CONSENT TO ASSIGNMENT

The Lessor consents to the assignment of the Lease by the Assignor to the Assignee but:

- (a) the Lessor's consent is restricted to the particular assignment authorised pursuant to this deed and the covenants in the Lease against assignment, underletting or parting with possession of the Premises remain in full force and effect;
- (b) the Lessor's consent is in every respect conditional upon the execution of this deed by every party to this deed; and
- (c) nothing expressed in or implied by this deed will operate to release the Assignor from liability for the payment of the Rent and the performance and observance of the Lessee's Covenants, and the Lessor expressly reserves its rights against the Assignor.

9 TRUSTEE PROVISIONS

9.1 If any one or more parties to this deed (in this clause severally referred to as the Trustee) enters into this deed as trustee of any trust (each of which trusts is severally referred to in this clause as Trust) the following covenants shall have effect (whether or not the Lessor has notice of the Trust).

9.2 The Trustee covenants and agrees with the Lessor that:

- (a) the Trust has been duly created and is validly existing under the laws of Western Australia;
- (b) the Trustee shall be unconditionally liable in its personal corporate capacity for the performance of all covenants and agreements on the part of the Trustee contained in this deed;
- (c) the Trustee has full, complete and valid authority pursuant to the Trust and the document evidencing the establishment and terms of the same (**Trust Deed**) to enter into this deed;
- (d) the Trustee is entering into this deed and the transactions evidenced by this deed as part of the due and proper administration of the Trust and for the benefit of all of the beneficiaries or unit holders of the Trust;
- (e) no beneficiary or unit holder is presently entitled to any of the trust assets;
- (f) the Lessor will have all the rights of the indemnity which the Trustee has or will have from time to time against the trust assets or the beneficiaries or unit holders of the Trust, and that such rights of indemnity have not been and will not be

excluded or limited by the provisions of the Trust deed or by any breach of trust or otherwise, and that it will not release restrict or otherwise prejudice such rights of indemnity;

10 COSTS AND DUTY

The Assignee agrees to pay the Lessor on demand:

- (a) the Lessor's legal costs and expenses (assessed on a full indemnity basis) of and incidental to the negotiation, preparation, completion and endorsement of duty of this deed and all copies of this deed; and
- (b) all duty (including fines and penalties) payable on or with respect to this deed and all copies of this deed.

11 COUNTERPARTS

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

SIGNING PAGE

EXECUTED as a deed.

Executed for the Commonwealth of Australia
by:

Name of signatory

Signature

Position of signatory

In the presence of:

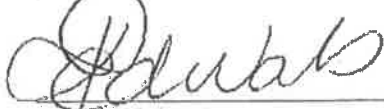
Name of witness (print)

Signature of witness

Address of witness (print)

Occupation of witness (print)

Executed by Paul Bain Harrison in the
presence of



Signature of witness



Paul Bain Harrison



Name of witness (print)




Address of witness (print)

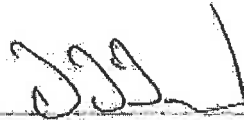


Occupation of witness (print)

Executed by David O'Dowd in the presence of:



Signature of Witness



David O'Dowd

Kelly Edwards

Name of witness (print)

18 William Keeling Crs Cocos Islands

Address of witness (print)

Office Manager

Occupation of witness (print)

Executed by Hua Liu in the presence of:



Signature of witness



Hua Liu

Kelly Edwards

Name of witness (print)

18 William Keeling Crs, Cocos Islands

Address of witness (print)

Office Manager

Occupation of witness (print)

s47F

From: s47F
Sent: Friday, 30 April 2021 5:14 PM
To: s47F
Subject: RE: Letter to s47F - DIRD - fire alarm status. [SEC=OFFICIAL]

OFFICIAL

thanks

s47F

Director
 Indian Ocean Territories
 Government Arrangements
 Department of
 Infrastructure, Transport,
 Regional Development and
 Communications

s47F

W.
www.infrastructure.gov.au
 GPO Box 594, Canberra
 ACT 2601



Australian Government

Department of Infrastructure, Transport,
 Regional Development and Communications

The department proudly acknowledges the Traditional Owners and Custodians of Australia, and their continuing connections to the land, waters and communities. We pay our respects to them and to their Elders past, present and emerging.

OFFICIAL

From: s47F@infrastructure.gov.au>
Sent: Friday, 30 April 2021 2:54 PM
To: s47F@infrastructure.gov.au>
Subject: RE: Letter to s47F - DIRD - fire alarm status. [SEC=OFFICIAL]

OFFICIAL

Sorry s47F just read Aaron's email again...

If you're happy with the content I will get this onto a letterhead on Monday ready for your signature – or mine if that's how you want to go.

s47F

Assistant Director • IOT Government Arrangements • Territories Division

s47F@infrastructure.gov.au

s47F

GPO Box Z5048 Perth, WA 6831

Department of Infrastructure, Transport, Regional Development and Communications
 CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

I would like to acknowledge the traditional custodians of this land on which we meet, work and live.
I recognise and respect their continuing connection to the land, waters and communities.
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.

OFFICIAL

From: s47F
Sent: Friday, 30 April 2021 2:52 PM
To: s47F <[redacted]@infrastructure.gov.au>
Subject: FW: Letter to s47F DIRD - fire alarm status. [SEC=OFFICIAL]

OFFICIAL

Hi s47F

I have not heard back from s47F on either email address.

I have amended the answer that Aaron raised some concern about – highlighted in yellow in his mail and highlighted in green in this response directly below. I feel it states the simple fact that the DBA project was managed by IOTA – that is all I know anyway. Should s47F need to know more he will have to ask the appropriate IOTA contact.

I am mindful of the delay in getting this to the AFP and this response does cover off on what my portfolio is responsible for.

Regards

s47F

Hi s47E(c)

Following receipt of your 11 March 2021 correspondence seeking information on the Fire Alarm Panel (FIP) and Direct Brigade Alarm (DBA) Automatic Signalling Equipment (ASE) situated in the Water Corporation Building, West Island Cocos (Keeling) Islands, I have made contact with property managers JLL in an effort to provide answers to the questions you have posed.

Given the technical nature of this equipment, JLL have in turn made enquiries with fire safety contractors, Fire and Safety Services (FSS) for assistance with some answers.

The answers to your six queries are as follows:

Explanation of alarms and notifications that are produced when an alarm is activated and registered on Fire alarm panel and DBA ASE system.

The fire alarm system is that of a Fire Indicator Panel that will set off an audible alarm upon receipt of a signal from smoke detectors installed in the premises.

The DBA system installation project is being managed by IOTA.

The operational status of the Fire Alarm Panel and DBA ASE that connected Cocos Autos and Hire to the Fire Alarm panel located in WaterCorp on the morning of 6 MARCH 2021

JLL was advised by the fire safety contractor Fire and Safety Services (FSS) that the alarm was operational and Zone 6 was set off on the FIP on the morning of 6 March 2021, sounding an audible alarm.

Subsequently it was discovered that while the alarm has been recorded as required, it has been recorded at the incorrect date and time.

Any works commenced/completed on the same Fire Alarm panel and DBA ASE, including movements and by whom prior to the 6 March 2021

Due to substantial works at the Water Corporation office, relocation of the FIP was initiated at 0630 hours on Wednesday 24 February 2021 and was completed with reactivation at about 1230 hours on Thursday 25 February 2021 by two Fire and Safety Services (FSS) technicians.

The procedure followed to reinstate the system was carried out as follows:

- One technician remains at the FIP
- Other technician attends each zone and injects smoke into each detector
- The technician at the FIP ensures the panel receives the detector signal
- The FIP is then activated to set off the alarm in all zones
- Technicians then visit each zone to ensure alarm sounders and strobes are operational in all zones.

Please note again that this procedure is for audible alarm system, not DBE system.

With regard to the Alarm Signalling Equipment, FSS advised JLL that the equipment has been installed by an alternate supplier but not fully connected. From enquiries JLL have established:

- FSS advise that their technicians connected the fire side of the dialler to the FIP – this being the POWER and ALARM output
- Cocos Communication dealt with the communications side (phone line) running both the Alarm Signalling Equipment (ASE) TPS phone line and earth into the FIP and dialler – making both available for connection.

(Please note that while I write this, I have no technical understanding – clarification with the contractors will need to be undertaken)

Map of fire alarm system installed in Cocos Autos.

Please find the Fire Alarm Zone Plan for the LIA as attached.

While this chart is higher level, it does confirm that the Cocos Autos shed is Zone 6 as recorded on the FIP.

We have no electronic copy of the fire alarm system layout inside the Cocos Autos shed. A hard copy, hand drawn plan of each LIA building alarm layout exists in the FIP.

Confirmation that the recorded time on the alarm registered on the WaterCorp Fire Alarm panel was as a result of the fire incident. This means this fire incident not a past one.

JLL have confirmed with FSS that the (albeit incorrect) recorded time on the Water Corporation fire panel was as a result of the activation in Zone 6 caused by the 6 March 2021 fire incident.

It is acknowledged that the FIP time and date setting of the recorded event is incorrect as a result of the fire panel being isolated, moved and reinstated on 25 February.

Following activation on that day, the FIP was left showing the default factory time / date setting.

The correct date/time of Cocos Autos and Hire fire alarm activation.

FSS have the ability to count back the days and time to confirm the actual time and date of the Zone 6 alarm activation before they reinstate the FIP to current date and time from the factory default setting.

FSS have confirmed they will attend and conduct this count back during the week ending Friday 19 March. The result will be communicated to you.

OFFICIAL

From: O'NEILL Aaron <Aaron.O'Neill@infrastructure.gov.au>

Sent: Monday, 19 April 2021 11:03 AM

To: s47F

Cc:

s47F

Subject: RE: Letter to s47F - DIRD - fire alarm status. [SEC=OFFICIAL]

OFFICIAL

Good draft response s47F

Just a quick query, does the first item highlighted (DBA system) fit within our responsibility? If so, I am conscious this wording implies we may have some shortcomings there.

Happy for this to go back to Sgt s47F it would be my preference we do so in a scanned letter format rather than an email.

Thanks for closing this one off
Aaron

OFFICIAL

From: s47F @infrastructure.gov.au>

Sent: Monday, 19 April 2021 12:55 PM

To: O'NEILL Aaron <Aaron.O'Neill@infrastructure.gov.au>

s47F

Subject: FW: Letter to s47F - DIRD - fire alarm status. [SEC=OFFICIAL]

Importance: High

OFFICIAL

Morning Aaron

Just closing the loop on this one.

s47F has prepared the following response to s47F, AFP CKI.

Unless you have any strong objections this will be provided tomorrow morning Perth time.

Hi s47F

Following receipt of your 11 March 2021 correspondence seeking information on the Fire Alarm Panel (FIP) and Direct Brigade Alarm (DBA) Automatic Signalling Equipment (ASE) situated in the Water Corporation Building, West Island Cocos (Keeling) Islands, I have made contact with property managers JLL in an effort to provide answers to the questions you have posed.

Given the technical nature of this equipment, JLL have in turn made enquiries with fire safety contractors, Fire and Safety Services (FSS) for assistance with some answers.

The answers to your six queries are as follows:

Explanation of alarms and notifications that are produced when an alarm is activated and registered on Fire alarm panel and DBA ASE system.

The fire alarm system is that of a Fire Indicator Panel that will set off an audible alarm upon receipt of a signal from smoke detectors installed in the premises.

A DBA system exists in buildings on the island however we are not aware of the status of the installation project. JLL have not been actively managing that system.

The operational status of the Fire Alarm Panel and DBA ASE that connected Cocos Autos and Hire to the Fire Alarm panel located in WaterCorp on the morning of 6 MARCH 2021

JLL was advised by the fire safety contractor Fire and Safety Services (FSS) that the alarm was operational and Zone 6 was set off on the FIP on the morning of 6 March 2021, sounding an audible alarm.

Subsequently it was discovered that while the alarm has been recorded as required, it has been recorded at the incorrect date and time.

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The procedure followed to reinstate the system was carried out as follows:

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Please note again that this procedure is for audible alarm system, not DBE system.

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(Please note that while I write this, I have no technical understanding – clarification with the contractors will need to be undertaken)

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FSS have confirmed they will attend and conduct this count back during the week ending Friday 19 March. The result will be communicated to you.

Regards

s47F

Director
Indian Ocean Territories
Government
Arrangements
Department of
Infrastructure, Transport,
Regional Development
and Communications

s47F



W:

www.infrastructure.gov.au

GPO Box 594, Canberra

ACT 2601

The department proudly acknowledges the Traditional Owners and Custodians of Australia, and their continuing connections to the land, waters and communities. We pay our respects to them and to their Elders past, present and emerging.

From: O'NEILL Aaron <Aaron.O'Neill@infrastructure.gov.au>

Sent: Friday, 12 March 2021 2:49 PM

To: s47F

Cc:

s47F @infrastructure.gov.au>, s47F @infrastructure.gov.au>

Subject: RE: Letter to s47F - DIRD - fire alarm status. [SEC=OFFICIAL]

OFFICIAL

Thanks s47F

Happy for the team to start drafting a response to s47F, we can then have a chat next week to confirm what will go back to the AFP. A few facts still need to be established before we can provide concrete responses.

Feel free to give me a call once you have proposed lines.

Cheers

s47F

OFFICIAL

From: s47F @infrastructure.gov.au>

Sent: Friday, 12 March 2021 11:19 AM

To: O'NEILL Aaron <Aaron.O'Neill@infrastructure.gov.au>

Cc: s47F @infrastructure.gov.au>, s47F

s47F

Subject: FW: Letter to s 47F - DIRD - fire alarm status. [SEC=OFFICIAL]

OFFICIAL

His s47F

As attached, the AFP OIC on Cocos has sent a list of questions about the fire alarm system at the Cocos Autos sheds that were destroyed by fire last Saturday.

I have let s47F know that I would be advising you and waiting on any advice prior to answering any of his queries.

I have also been advised that the WA Department of Fire and Emergency Services Fire Investigation Officer has completed his work – although we are yet to see his report.

Regards
s47F

s47F

Acting Director
Indian Ocean Territories
Government Arrangements
| Territories Division
Department of
Infrastructure, Transport,
Regional Development and
Communications
PO Box z5048 PERTH WA
6831

s47F

W:
www.infrastructure.gov.au

The department proudly acknowledges the Traditional Owners and Custodians of Australia, and their continuing connections to the land, waters and communities. We pay our respects to them and to their Elders past, present and emerging.

OFFICIAL

From: s47E(c)
Sent: Thursday, 11 March 2021 2:27 PM
To: s47F @infrastructure.gov.au
Cc: ACT-EXT-TERRITORIES <ACT-EXT-TERRITORIES@afp.gov.au>
Subject: Letter to s47F - DIRD - fire alarm status.

Hi s47F

Please see attached correspondence requesting information regarding the Fire Alarm panel and DBA ASE system in the WaterCorp building within the Light Industrial Area on West island, Cocos Keeling Islands.

Kind regards

s47E(c)

s47E(c)

Officer In Charge
COCOS (KEELING) ISLANDS POLICE
ACT POLICING
Tel s47E(c)



POLICING FOR
A SAFER AUSTRALIA

OFFICIAL

s47F

From: s47F
Sent: Monday, 3 May 2021 4:25 PM
To: s47F
Cc: s47E(c) s47F
Subject: Response to Questions - CKI Light Industrial Area Fire Alarm Status.
 [SEC=OFFICIAL:Sensitive]
Attachments: Response to AFP - CKI LIA Fire Alarm Status.pdf

OFFICIAL:Sensitive

s47F

Please find attached response to a list of questions sent to me by s47F on 11 March 2021 in relation to the fire alarm system at the West Island Light Industrial Area.

Regards

s47F

s47F

Assistant Director
 Indian Ocean Territories
 Government Arrangements
 | Territories Division
 Department of
 Infrastructure, Transport,
 Regional Development and
 Communications
 PO Box z5048 PERTH WA
 6831

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Australian Government
**Department of Infrastructure, Transport,
 Regional Development and Communications**

The department proudly acknowledges the Traditional Owners and Custodians of Australia, and their continuing connections to the land, waters and communities. We pay our respects to them and to their Elders past, present and emerging.

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Australian Government

**Department of Infrastructure, Transport,
Regional Development and Communications**

s47E(c)

Officer in Charge
Cocos (Keeling) Islands Police

Dear Sergeant s47E(c)

Response to Questions – Fire Alarm Status – West Island Light Industrial Area

Following receipt of your 11 March 2021 correspondence seeking information on the Fire Indicator Panel (FIP) and Direct Brigade Alarm (DBA) Automatic Signalling Equipment (ASE) situated in the Water Corporation Building, West Island, Cocos (Keeling) Islands, I have made contact with property managers JLL in an effort to provide answers to the questions you have posed.

Given the technical nature of this equipment, JLL have in turn made enquiries with fire safety contractors, Fire and Safety Services (FSS) for assistance with some answers.

The answers to your six queries are as follows:

Explanation of alarms and notifications that are produced when an alarm is activated and registered on Fire Alarm Panel and DBA ASE system.

The fire alarm system is that of a Fire Indicator Panel that will set off an audible alarm upon receipt of a signal from smoke detectors installed in the premises.

The DBA system installation project is being managed by IOTA.

The operational status of the Fire Alarm Panel and DBA ASE that connected Cocos Autos and Hire to the Fire Alarm Panel located in WaterCorp on the morning of 6 March 2021

JLL was advised by the fire safety contractor Fire and Safety Services (FSS) that the alarm was operational and Zone 6 was set off on the FIP on the morning of 6 March 2021, sounding an audible alarm.

Subsequently it was discovered that while the alarm has been recorded as required, it has been recorded at the incorrect date and time.

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Any works commenced/completed on the same Fire Alarm Panel and DBA ASE, including movements and by whom prior to the 6 March 2021

Due to substantial works at the Water Corporation office, relocation of the FIP was initiated at 0630 hours on Wednesday 24 February 2021 and was completed with reactivation at about 1230 hours on Thursday 25 February 2021 by two Fire and Safety Services (FSS) technicians.

The procedure followed to reinstate the system was carried out as follows:

- One technician remains at the FIP
- Other technician attends each zone and injects smoke into each detector
- The technician at the FIP ensures the panel receives the detector signal
- The FIP is then activated to set off the alarm in all zones
- Technicians then visit each zone to ensure alarm sounders and strobe lights are operational in all zones.

Please note again that this procedure is for audible alarm system, not DBE system.

With regard to the Alarm Signalling Equipment, FSS advised JLL that the equipment has been installed by an alternate supplier but not fully connected. From enquiries JLL have established:

- FSS advise that their technicians connected the fire side of the dialler to the FIP – this being the POWER and ALARM output
- Cocos Communication dealt with the communications side (phone line) running both the Alarm Signalling Equipment (ASE) TPS phone line and earth into the FIP and dialler – making both available for connection.

(Please note that while I write the above 2 points, I have no technical understanding of the system – clarification with the contractors will need to be undertaken)

Map of fire alarm system installed in Cocos Autos.

Please find the Fire Alarm Zone Plan for the LIA as attached.

While this chart is higher level, it does confirm that the Cocos Autos shed is Zone 6 as recorded on the FIP.

We have no electronic copy of the fire alarm system layout inside the Cocos Autos shed. A hard copy, hand drawn plan of each LIA building alarm layout exists in the FIP cabinet.

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Confirmation that the recorded time on the alarm registered on the WaterCorp Fire Alarm Panel was as a result of the fire incident. This means this fire incident not a past one.

JLL have confirmed with FSS that the (albeit incorrect) recorded time on the Water Corporation fire panel was as a result of the activation in Zone 6 caused by the 6 March 2021 fire incident.

It is acknowledged that the FIP time and date setting of the recorded event is incorrect as a result of the fire panel being isolated, moved and reinstated on 25 February.

Following activation on that day, the FIP was left showing the default factory time and date setting.

The correct date/time of Cocos Autos and Hire fire alarm activation.

FSS have the ability to count back the days and time to confirm the actual time and date of the Zone 6 alarm activation before they reinstate the FIP to current date and time from the factory default setting.

It is my understanding that FSS attended the site and conducted a count back during the week ending Friday 19 March, with the results being communicated to you.

Yours sincerely

s 47F

Assistant Director
Indian Ocean Territories Government Arrangements
Perth

3 May 2021

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