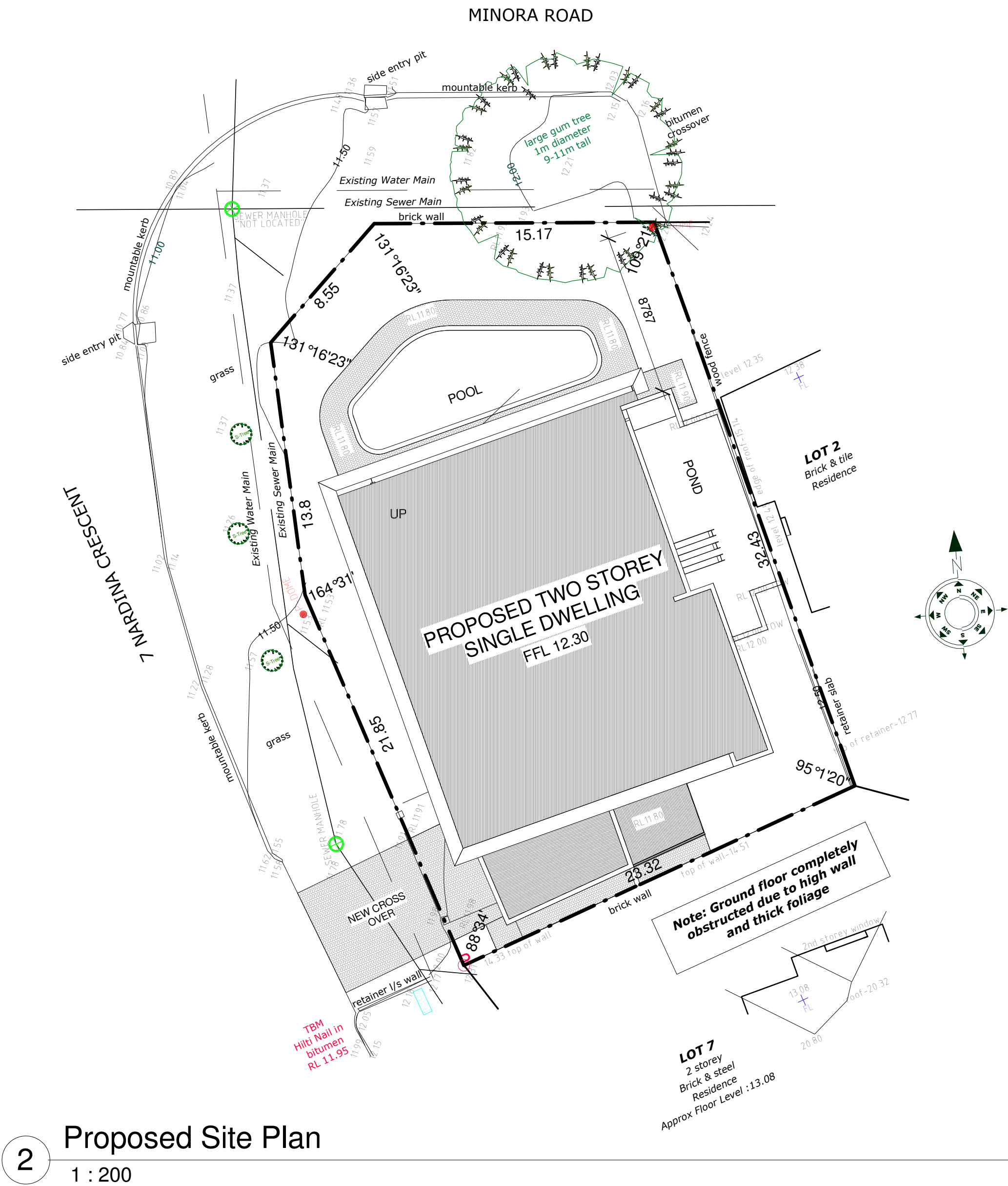


Existing Site Plan

1 : 200



Proposed Site Plan

1 : 200

DEMOLITION NOTES:

- ALL OF THE FOLLOWING EXISTING STRUCTURES TO BE DEMOLISHED:
- FENCING
  - VERANDAH & PATIO AREAS
  - BRICK & TILE RESIDENCE
  - FIBRO EXTENSION
  - W.C OUTHOUSE
  - BRICK & TILE GARAGE
- BEFORE DEMOLITION IS TO COMMENCE ONSITE THE FOLLOWING MUST BE COMPLETED:
- RODENT BAITING
  - NOTIFICATION TO ALL RELEVANT UTILITY PROVIDERS
  - BEEN ISSUED DEMOLITION PERMIT FROM LOCAL COUNCIL
- ALL DEMOLITION WORKS CARRIED OUT ONSITE MUST COMPLY WITH LOCAL COUNCIL REQUIREMENTS AND WORKSAFE.

LID12.00

GRATED LID LEVEL

12.00

FINISHED LEVEL

18000 x 1800 DEEP SOAKWELL

WITH TRAFFICABLE GRATED LID

18000 x 1800 DEEP SOAKWELL

WITH TRAFFICABLE LID

INTER CONNECTING STORMWATER PIPE 1500 AT 1in100 MINIMUM GRADE, WITH 450mm MINIMUM COVER

SITE INFORMATION:

SITE:		TOTAL:	
Area	847.321m <sup>2</sup>	Area	611.240m <sup>2</sup>
Soil Classification		Volume	1,852.74m <sup>3</sup>
GROUND FLOOR:		OPEN SPACE:	
House Area	271.715m <sup>2</sup>	Grassed Area	261.953m <sup>2</sup> (30.82%)
Garage Area	49.881m <sup>2</sup>	Paved Area	193.425m <sup>2</sup> (22.82%)
Total Ground Floor	321.596m <sup>2</sup>	Pond & Pool Area	106.068m <sup>2</sup> (12.51%)
FIRST FLOOR:		Total Landscaping	561.346m <sup>2</sup> (66.25%)
House Area	263.318m <sup>2</sup>	OVERSHADOWING:	
Front Balcony Area	26.326m <sup>2</sup>	Neighbors	95.56m <sup>2</sup> (%)
Total First Floor Area	289.644m <sup>2</sup>	Verge & Roadways	47.81m <sup>2</sup> (%)
Front Glass Pool Cover	73.313m <sup>2</sup>		

GENERAL NOTES:

- THESE PLANS AT ALL TIME REMAIN THE SOLE PROPERTY OF GLORY CONSTRUCTION AND MAY NOT BE REPRODUCED OR MODIFIED WITHOUT WRITTEN PERMISSION.
- CHECK ALL DIMENSIONS ON SITE PRIOR TO COMMENCING WORKS. ANY DISCREPANCIES MUST BE REPORTED TO THE SUPERVISOR.
- ALL WORK SHALL COMPLY WITH RELEVANT AUSTRALIAN STANDARDS AND THE NATIONAL CONSTRUCTION CODES (BCA).
- DO NOT SCALE FROM DRAWINGS.

No.	Description	Date
A	Concept Design	26th November 2014
B	Planning Approval Set	29th January 2015
C	Planning Approval Amendments	25th May 2015
D	Additional Information	19th June 2015



UNIT 4, 31 CENTURY ROAD, MALAGA W.A. 6090

PH: (08) 9248 5111 FAX: (08) 9248 5112

WEB: <http://www.gloryconstruction.com.au>

Project Name

Proposed Two Storey Single Dwelling

Client Name

John Liu

Existing & Proposed Site Plan

A-01  
D

GC14010

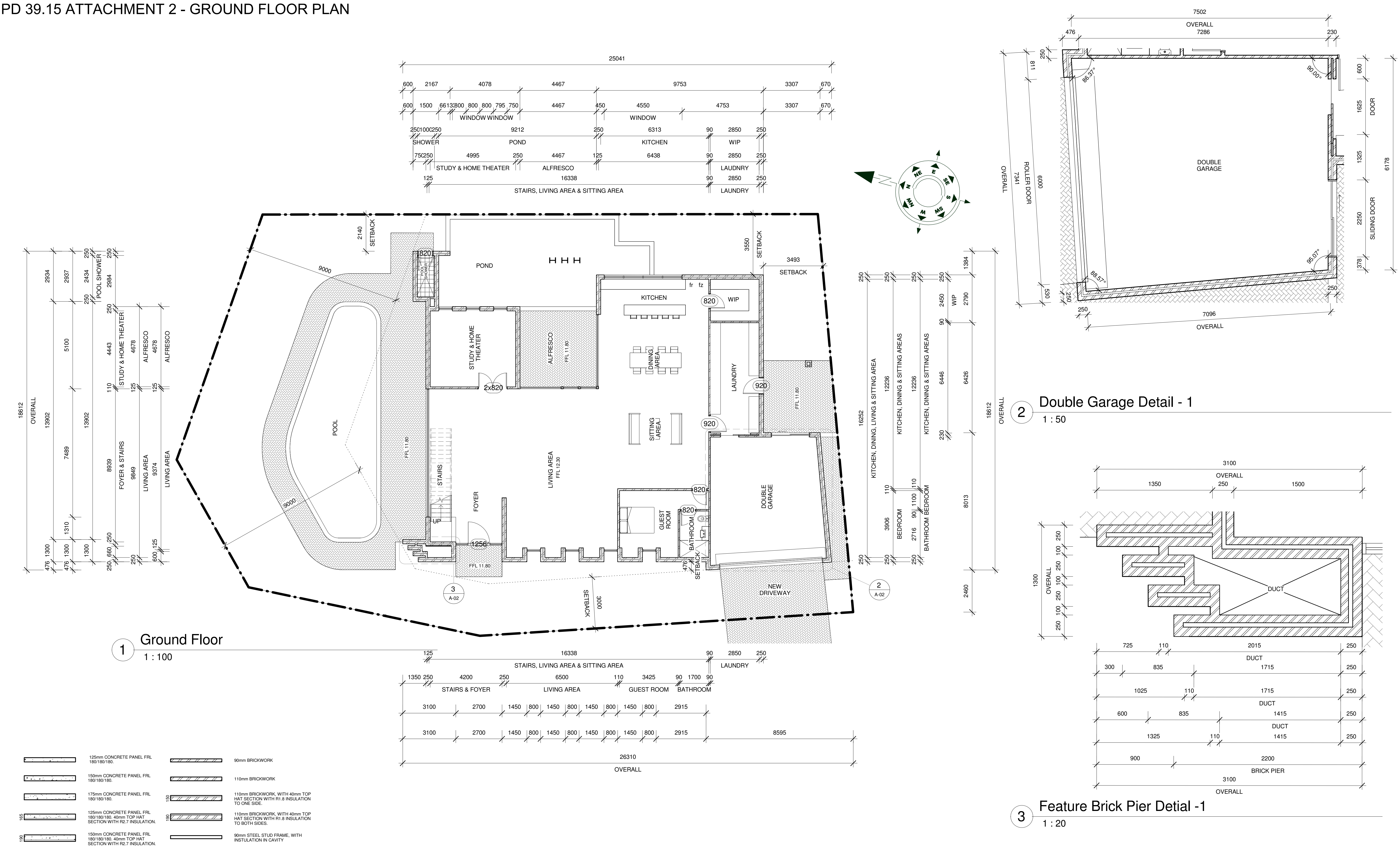
Project Address

7 Nardina Crescent, Dalkeith

Drawn Reuben Leith Date 19th June 2015 Scale at A1 As indicated

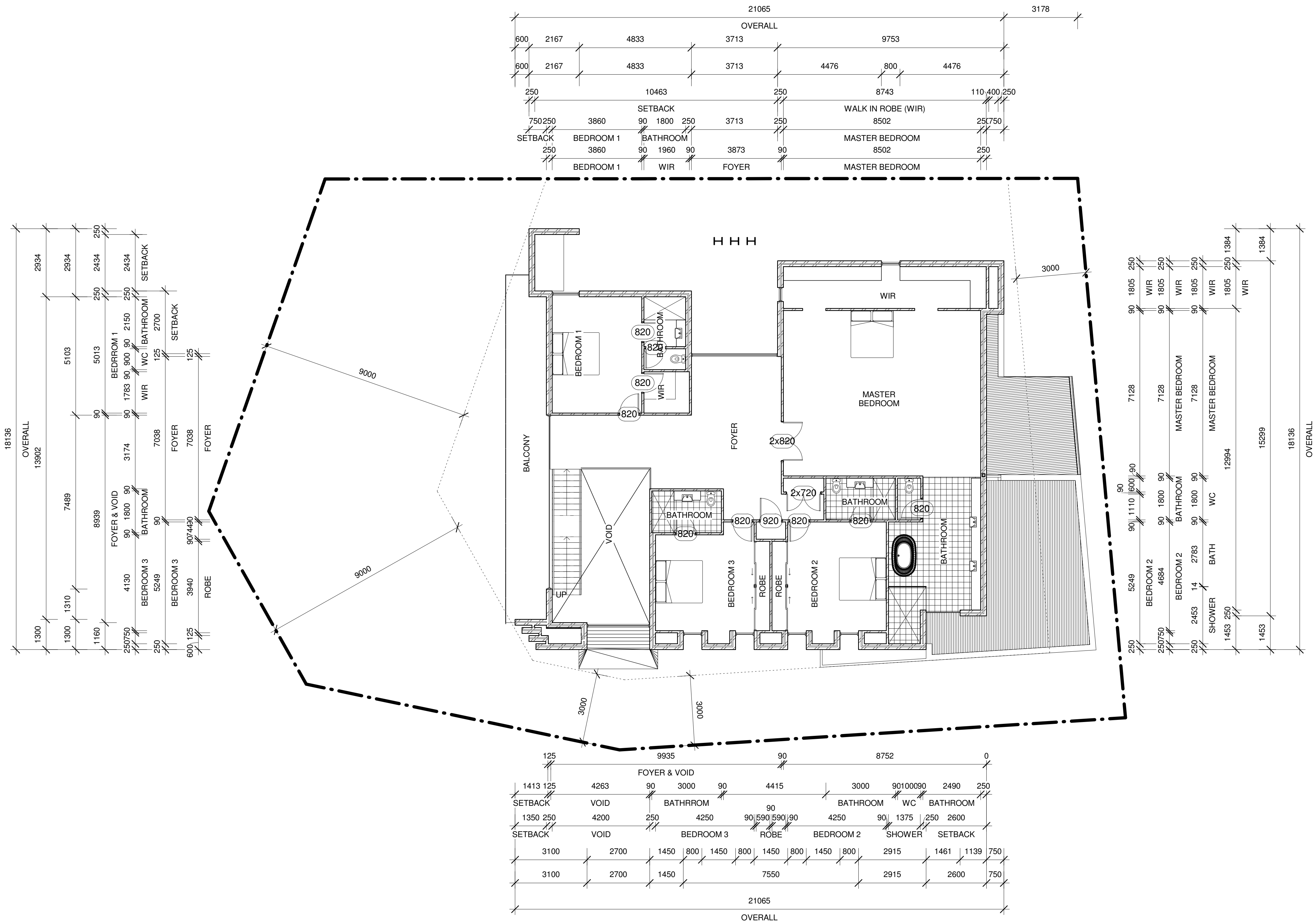


PD 39.15 ATTACHMENT 2 - GROUND FLOOR PLAN



<u>GENERAL NOTES:</u>		<table><tr><th>No.</th><th>Description</th><th>Date</th></tr><tr><td>A</td><td>Concept Design</td><td>26th November 2014</td></tr><tr><td>B</td><td>Planning Approval Set</td><td>29th January 2015</td></tr><tr><td>C</td><td>Planning Approval Amendments</td><td>25th May 2015</td></tr><tr><td>D</td><td>Revised Design</td><td>11th June 2015</td></tr><tr><td>E</td><td>Additional Information</td><td>19th June 2015</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>		No.	Description	Date	A	Concept Design	26th November 2014	B	Planning Approval Set	29th January 2015	C	Planning Approval Amendments	25th May 2015	D	Revised Design	11th June 2015	E	Additional Information	19th June 2015										<div><div></div><div>UNIT 4, 31 CENTURY ROAD, MALAGA W.A. 6090 PH: (08) 9248 5111      FAX: (08) 9248 5112 WEB: <a href="http://www.gloryconstruction.com.au">http://www.gloryconstruction.com.au</a></div></div>		<table><tr><td colspan="2">Project Name</td></tr><tr><td colspan="2">Proposed Two Storey Single Dwelling</td></tr><tr><td colspan="2">Client Name</td></tr><tr><td colspan="2">John Liu</td></tr></table>		Project Name		Proposed Two Storey Single Dwelling		Client Name		John Liu		<table><tr><td colspan="2">Ground Floor Plan</td><td>A-02</td><td>Rev. E</td></tr><tr><td colspan="2">Project Address</td><td colspan="2">GC14010</td></tr><tr><td colspan="2">7 Nardina Crescent, Dalkeith</td><td colspan="2"> </td></tr><tr><td>Drawn</td><td>Reuben Leith</td><td>Date</td><td>19th June 2015</td></tr><tr><td>Scale at A1</td><td>As indicated</td><td colspan="2"> </td></tr></table>		Ground Floor Plan		A-02	Rev. E	Project Address		GC14010		7 Nardina Crescent, Dalkeith				Drawn	Reuben Leith	Date	19th June 2015	Scale at A1	As indicated		
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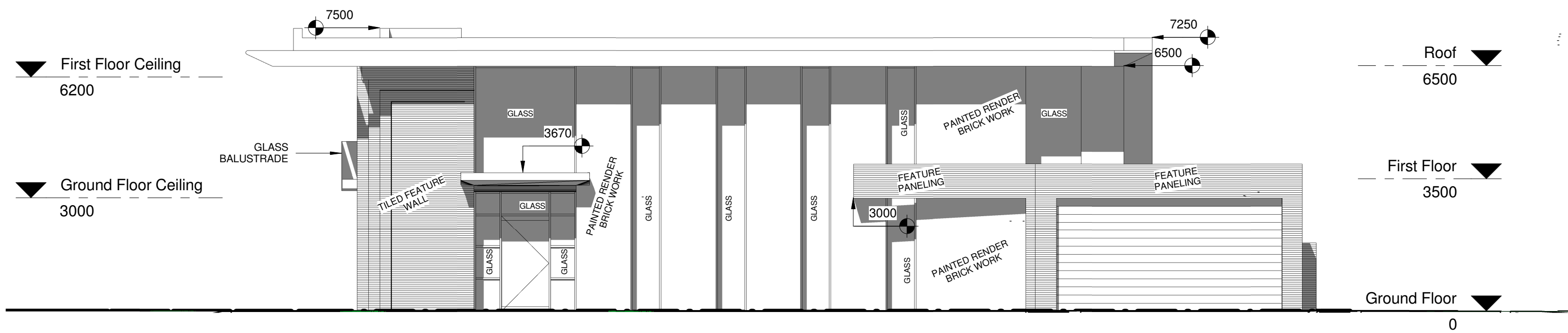




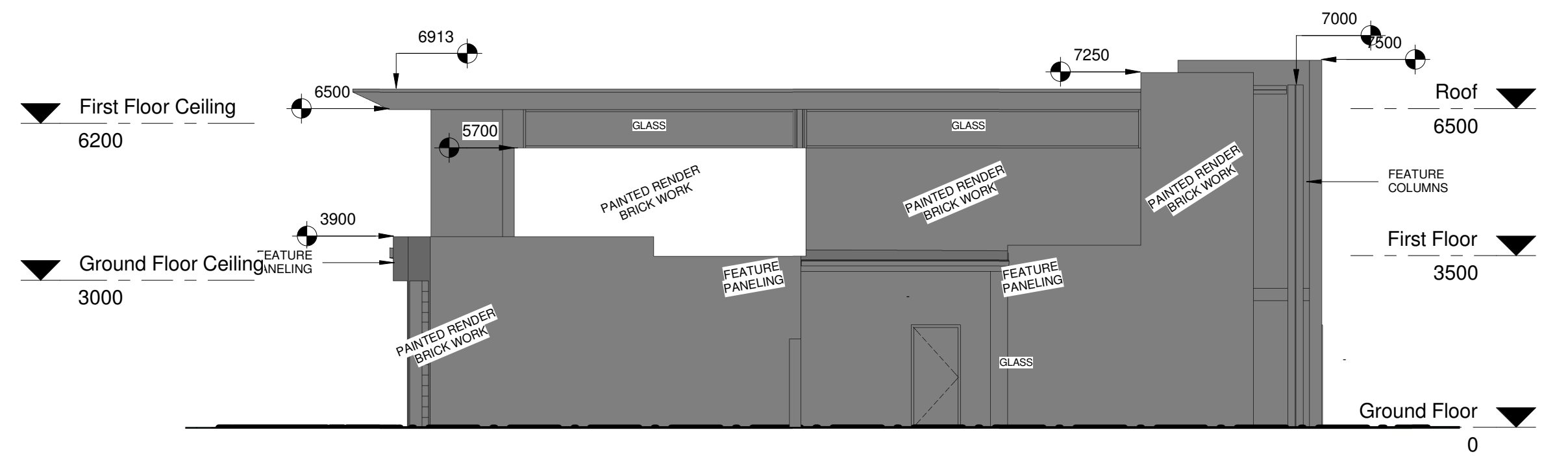
1 First Floor  
1 : 100

	125mm CONCRETE PANEL FRL 180/180/180.		90mm BRICKWORK
	150mm CONCRETE PANEL FRL 180/180/180.		110mm BRICKWORK
	175mm CONCRETE PANEL FRL 180/180/180.		110mm BRICKWORK WITH 40mm TOP HAT SECTION WITH R1.8 INSULATION TO ONE SIDE.
	125mm CONCRETE PANEL FRL 180/180/180. 40mm TOP HAT SECTION WITH R2.7 INSULATION.		110mm BRICKWORK WITH 40mm TOP HAT SECTION WITH R1.8 INSULATION TO BOTH SIDES.
	150mm CONCRETE PANEL FRL 180/180/180. 40mm TOP HAT SECTION WITH R2.7 INSULATION.		90mm STEEL STUD FRAME WITH INSULATION IN CAVITY

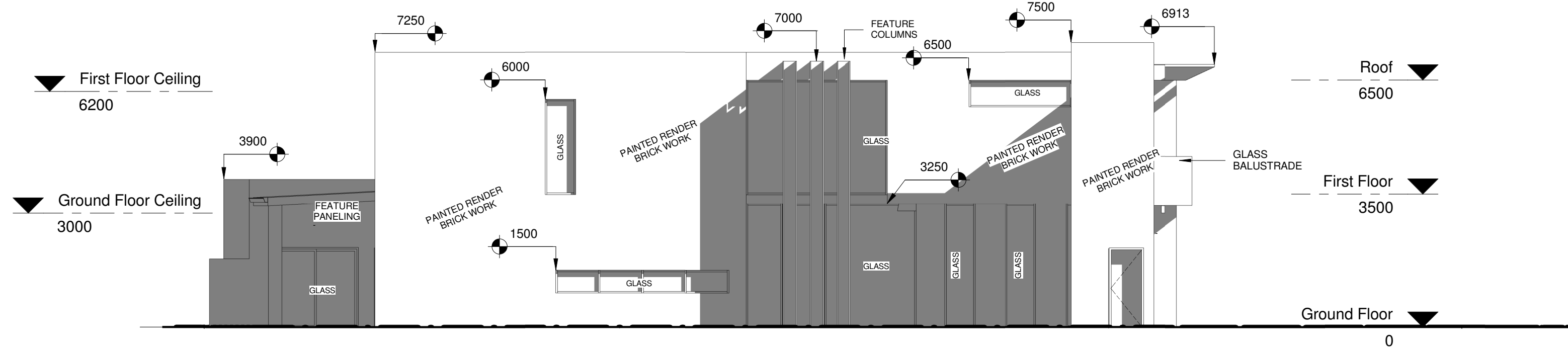
<div>GENERAL NOTES:</div> <div><div>1. THESE PLANS AT ALL TIME REMAIN THE SOLE PROPERTY OF GLORY CONSTRUCTION AND MAY NOT BE REPRODUCED OR MODIFIED WITHOUT WRITTEN PERMISSION.</div><div>2. CHECK ALL DIMENSIONS ON SITE PRIOR TO COMMENCING WORKS. ANY DISCREPANCIES MUST BE REPORTED TO THE SUPERVISOR.</div><div>3. ALL WORK SHALL COMPLY WITH RELEVANT AUSTRALIAN STANDARDS AND THE NATIONAL CONSTRUCTION CODES (BCA).</div><div>4. DO NOT SCALE FROM DRAWINGS.</div></div>	<div>No.</div>		<div>Description</div>		<div>Date</div>		<div><div><div><div></div><div></div><div></div></div><div><div>GLORY</div><div>CONSTRUCTION</div></div></div><div>UNIT 4, 31 CENTURY ROAD, MALAGA W.A. 6090</div><div>PH: (08) 9248 5111      FAX: (08) 9248 5112</div><div>WEB: <a href="http://www.gloryconstruction.com.au">http://www.gloryconstruction.com.au</a></div></div>	<div>Project Name</div>		<div>First Floor Plan</div>				<div>A-03</div>		<div>Rev.<div>E</div></div>	
	<div>A</div>		<div>Concept Design</div>		<div>26th November 2014</div>			<div>GC14010</div>									
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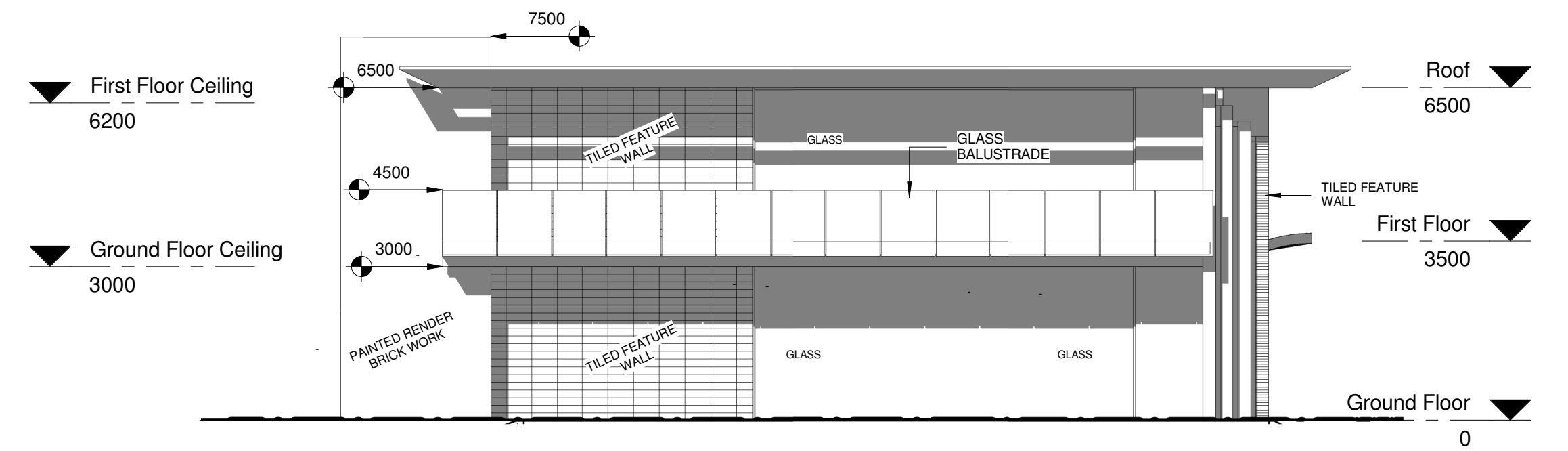
1 South West Elevation  
1 : 100



2 South East Elevation  
1 : 100



4 North East Elevation  
1 : 100



3 North West Elevation  
1 : 100

<div>GENERAL NOTES:</div> <div><div>1. THESE PLANS AT ALL TIME REMAIN THE SOLE PROPERTY OF GLORY CONSTRUCTION AND MAY NOT BE REPRODUCED OR MODIFIED WITHOUT WRITTEN PERMISSION.</div><div>2. CHECK ALL DIMENSIONS ON SITE PRIOR TO COMMENCING WORKS. ANY DISCREPANCIES MUST BE REPORTED TO THE SUPERVISOR.</div><div>3. ALL WORK SHALL COMPLY WITH RELEVANT AUSTRALIAN STANDARDS AND THE NATIONAL CONSTRUCTION CODES (BCA).</div><div>4. DO NOT SCALE FROM DRAWINGS.</div></div>		<div><div>No.</div><div>Description</div><div>Date</div></div>	<div><div><div><div></div><div></div><div></div></div><div><div>GLORY</div><div>CONSTRUCTION</div></div></div><div>UNIT 4, 31 CENTURY ROAD, MALAGA W.A. 6090</div><div>PH: (08) 9248 5111      FAX: (08) 9248 5112</div><div>WEB: <a href="http://www.gloryconstruction.com.au">http://www.gloryconstruction.com.au</a></div></div>	<div>Project Name</div> <div>Proposed Two Storey Single Dwelling</div> <div>Client Name</div> <div>John Liu</div>	<div>Elevations</div> <div>A-04</div> <div>Rev. E</div>	
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		<div>E</div> <div>Additional Information</div> <div>19th June 2015</div>				





PD 39.15 ATTACHMENT 5 - Site Photographs - Existing House and location of Proposed Garage



PD 39.15 ATTACHMENT 5- Site Photographs - Neighbours property adjacent to proposed garage

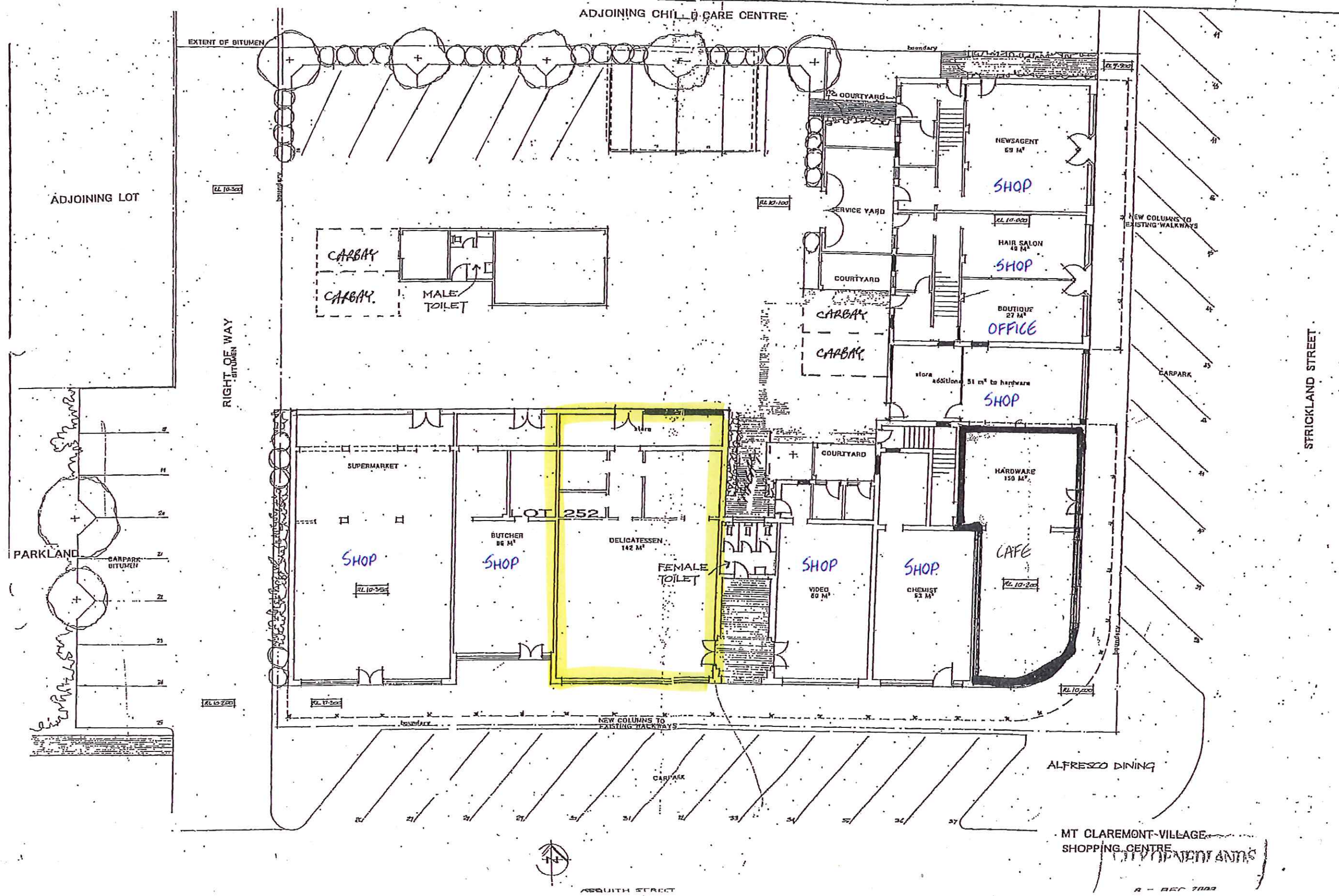




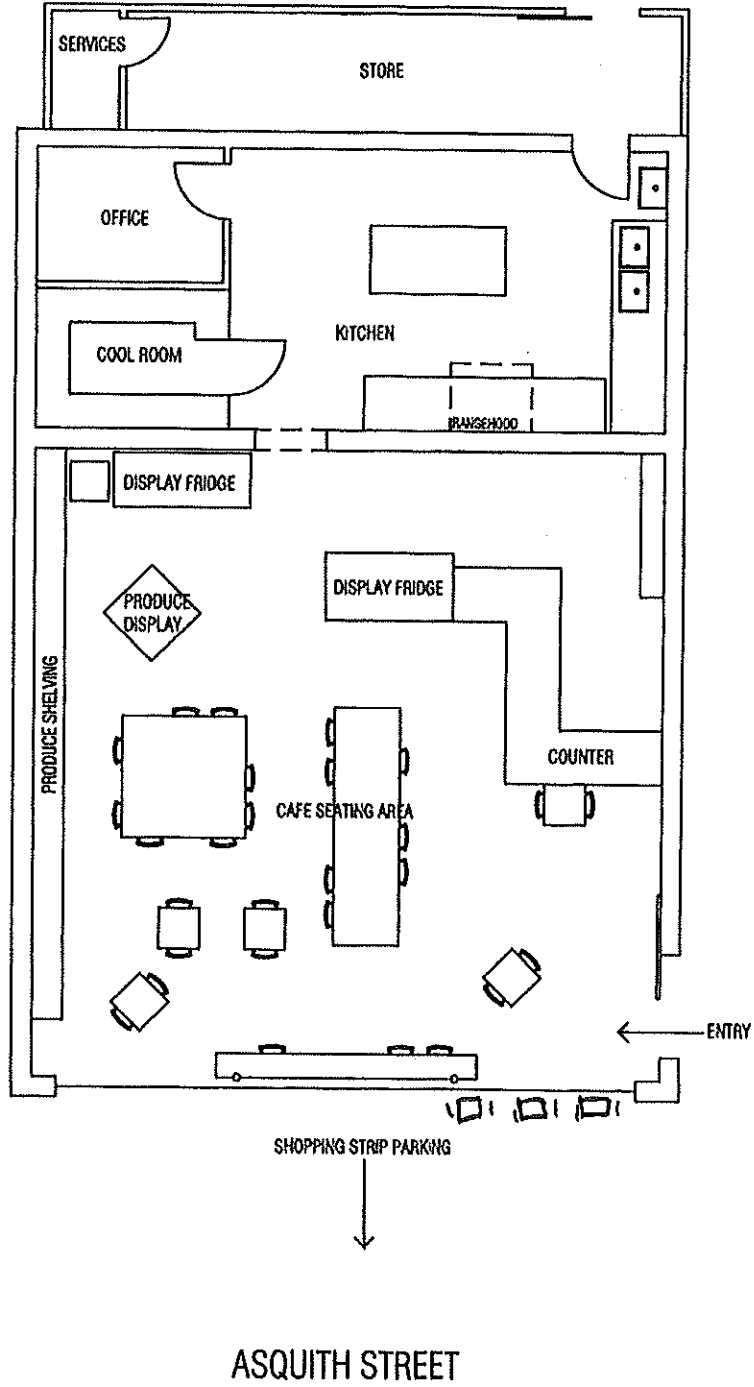
PD 39.15 ATTACHMENT 5 - Site Photographs - View of existing dwelling from the front of neighbours property











NOTES  
CHECK ALL DIMENSIONS ON SITE  
DO NOT SCALE OFF DRAWING  
FURNITURE LOCATIONS INDICATIVE ONLY

06 JUL 2015

**ROBESON ARCHITECTS**  
100/102 STATION STREET  
MOUNT CLAREMONT VIC 3030  
PH: 03 9437 1000  
WWW.ROBESONARCHITECTS.COM.AU

REV	DESCRIPTION	DATE
A	FOR INFORMATION	2.7.15

HUDSON AND HUGHIE  
CAFÉ AND CATERING  
SHOP 3/29 ASQUITH STREET  
MOUNT CLAREMONT

FLOOR PLAN			
STATUS		DRAWN	CHECKED
FOR INFORMATION		SR	SR
PROJECT NUMBER	SCALE @ A3	DRAWING NUMBER	REVISION
-	1:100	A01	A

NOTES: All dimensions are in millimetres unless noted otherwise. Do not scale off drawing. Verify all dimensions on site prior to commencement of any work. Copyright of this drawing remains the property of Robeson Architects and must not be used without written authorisation.



**Attachment 1 – Draft Lease**

# Lease of Girl Guides Hall located on Reserve A20838

---

City of Nedlands

Girl Guides Western Australia Inc.



**McLEODS**

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: [mcleods@mcleods.com.au](mailto:mcleods@mcleods.com.au)

Ref: TF:NEDL 25874



# Copyright notice

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DRAFT



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# Details

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## Parties

### City of Nedlands

of 71 Stirling Highway, Nedlands, Western Australia  
(Lessor)

### Girl Guides Western Australia Inc.

(Registration Number A0370014N)  
of PO Box 780, Victoria Park, Western Australia  
(Lessee)

## Background

- A The Lessor is the management body of the Land under the Order.
- B Under the Order, the Lessor has the power to lease the Land for any term not exceeding 21 years, subject to the approval of the Minister for Lands being first obtained.
- C The Lessor has agreed to grant a lease of the Premises on the terms and conditions of this Lease.

## Agreed terms

### 1. Defined terms and interpretation

#### 1.1 Defined terms

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

**Alterations** means any of the acts referred to in **clauses 11(1)(b); 11(1)(c), 11(1)(d); and 11(1)(e);**

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

**Authorised Person** means:

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

**Casual Hire** means the Hire of the Premises (or part thereof) on an irregular basis, for the purpose of temporary or occasional use of the Premises (or part thereof). Casual Hire does not require the entering into a formal legal agreement, but will require hire application form to be completed. Casual Hire will mean that the hirer does not have exclusive possession of the Premises, and the Premises will be available for Hire by other hirers at other times. The Lessor may in its absolute discretion determine whether an arrangement for use of the Premises (or part thereof) constitutes a Hire, Casual Hire, Regular Hire or Sub-leasing or Sub-letting;

**CEO** means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;



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

**Contaminated Sites Act** means the *Contaminated Sites Act 2003 (WA)*.

**DER** means the Department of Environmental Regulation;

**Environmental Contamination** has the same meaning as the word “contaminated” in the Contaminated Sites Act;

**EPA** means the Environment Protection Authority;

**Encumbrance** means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Title for the Land;

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

**Hire** means the hiring out of the Premises (or part thereof) on a temporary basis, for the purpose of providing them with temporary or shared use of the Premises. The Hire of the Premises may be in the form of Casual Hire or Regular Hire. Hire would normally be applied for by filling out a simple hire application form, and would not require a legal lease or sub-leasing document. Hire means that the hirer does not have exclusive possession of the Premises (or part thereof), and the Premises will remain available for Hire by other hirers at other times. The Lessor may in its absolute discretion determine whether an arrangement for use of the Premises (or part thereof) constitutes a Hire, Casual Hire, Regular Hire or Sub-leasing or Sub-letting;

**Interest Rate** means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

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

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

**Lessee’s Agents** includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Leased Premises by the authority of a person specified in paragraph (a).

**Lessee’s Covenants** means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by the Lessee;

**Lessor’s Covenants** means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be performed and observed by the Lessor;

**Minister for Lands** means the Minister for Lands in her or his capacity as the body corporate continued under section 7 of the *Land Administration Act 1997*;

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

**Order** means the vesting order published in the *Government Gazette* under the former *Land Act 1933* (and which now has the status of a Management Order made by the Minister under section 46 of the *Land Administration Act 1997*), or the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose of Recreation;

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

**Permitted Purpose** means the purpose or purposes set out in **Item 6** of the Schedule;

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

**Regular Hire** means the hire of the Premises (or part thereof) on a repeated basis (such as hire for a full year at the same time each week), for the purpose of regular use of the Premises (or part thereof). Regular Hire will not require the entry into a legal agreement, beyond a hire application form. With the exception of storage areas, the Premises hired for use would normally be available for hire at other times by other hirers. The Lessee may grant a regular hirer exclusive use of a storage area, without affecting the hirer's classification as a hirer rather than a permanent tenant or sub-tenant requiring a formal lease agreement and compliance with **clause 24** of the Lease. The Lessor may in its absolute discretion determine whether an arrangement for use of the Premises (or part thereof) constitutes a Hire, Casual Hire, Regular Hire or Sub-letting or Sub-leasing;

**Rent** means the rent specified in **Item 5** of the Schedule as varied from time to time under this Lease;

**Schedule** means the Schedule to this Lease;

**Sub-leasing or Sub-letting** means the use of the Premises (or part thereof) by an organisation or individual on a long-term basis, for the purpose of providing them with security of tenure. Sub-leasing or Sub-letting would normally be for the purpose of granting an individual or organisation exclusive use of the Premises (or part thereof). If the Lessee wishes to sub-lease or sublet the Premises (or part thereof), it must comply with the requirements of **clause 24** of this Lease. The Lessor may in its absolute discretion determine whether an arrangement for use of the Premises (or part thereof) constitutes a Hire, Casual Hire, Regular Hire or Sub-leasing or Sub-letting;

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

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

## 1.2 Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
  - (i) the singular includes the plural and vice versa; and
  - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
  - (i) a natural person includes a body corporate or local government;
  - (ii) a body corporate or local government includes a natural person;
  - (iii) a professional body includes a successor to or substitute for that body;
  - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;



- (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
- (vi) a right includes a benefit, remedy, discretion, authority or power;
- (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
  - (A) both express and implied provisions; and
  - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
  - (i) covenants not to permit that act or thing to be done or omitted to be done by the Lessee's Agents; and
  - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

### 1.3 Headings

Except in the Schedule, headings do not affect the interpretation of this Lease.

## 2. Conditions

This Lease is subject to and conditional on the approval of the Minister for Lands under the *Land Administration Act 1997*.

### 3. Grant of lease

The Lessor, subject to **clause 2** of this Lease, leases to the Lessee the Premises for the Term subject to:

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

### 4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is the management body of the Premises under the Order, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

### 5. Rent and other payments

The Lessee covenants with the Lessor:

#### 5.1 Rent

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

#### 5.2 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
  - (a) local government rates, services and other charges, including but not limited to rubbish collection charges and the emergency services levy;
  - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
  - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring or telephone connection;
  - (d) land tax and metropolitan regional improvement tax on a single ownership basis; and
  - (e) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

#### 5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.



## 5.4 Costs

- (1) To pay to the Lessor on demand -
  - (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
  - (b) all registration fees in connection with this Lease; and
  - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
  - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
  - (b) any breach of covenant by the Lessee or the Lessee's Agents;
  - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
  - (d) any work done at the Lessee's request; and
  - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 0** or any matter arising out of this Lease.

## 5.5 Payment of Money

Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in this Lease or as otherwise directed by the Lessor by Notice from time to time.

## 6. Accrual of amounts payable

Amounts Payable accrue on a daily basis.

## 7. Insurance

### 7.1 Insurance to be effected

The Lessee must effect and maintain with insurers approved by the Lessor in the joint names of the Lessor and the Lessee for their respective rights and interests in the Premises for the time being adequate public liability insurance for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

### 7.2 Building Insurance to be effected and paid by Lessee

The Lessee will effect and maintain insurance of the building on the Premises, with an insurance company acceptable to the Lessor, and to a value agreed by the parties.

### 7.3 Details and receipts

In respect of the insurances required by **clause 0** and **clause 0** the Lessee must:

- (a) on demand supply to the Lessor details of the insurances and give to the Lessor copies of the certificates of currency in relation to those insurances;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately-
  - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
  - (ii) when a policy of insurance is cancelled.

#### **7.4 Not to invalidate**

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

- (a) render any insurance effected under **clause 0** or **0** on the Premises, or any adjoining premises, void or voidable;
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

#### **7.5 Report**

Each Party must report to the other promptly in writing, and in addition verbally in an emergency -

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

#### **7.6 Settlement of claim**

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clauses 0** and **0**.

#### **7.7 Lessor as attorney**

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clauses 0** and **0**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clauses 0** and **0**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.



## 8. Indemnity

### 8.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

### 8.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;
- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

### 8.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 0** will be reduced by the extent of such payment.
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

### 8.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

## **8.5 Release**

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:
  - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;
  - (ii) loss of or damage to the Premises or personal property of the Lessee; and
  - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

## **9. Limit of Lessor's liability**

### **9.1 No liability for loss on Premises**

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

### **9.2 Limit on liability for breach of Lessor's covenants**

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is the management body of the Premises under the Order.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

## **10. Maintenance, repair and cleaning**

### **10.1 Maintenance**

- (1) The Lessee will maintain at its own expense the Premises including but not limited to any structural parts, plate glass, electrical installations, gas and water pipes and fittings, toilets, sanitary appliances, drains, septic tanks, leach drains, paths, paving, park or garden furniture, retaining walls, fences and reticulation in good, safe order repair and condition.
- (2) The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises.



- (3) The Lessee must take such reasonable action as is necessary to:
- (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
  - (b) rectify or otherwise ameliorate,
- the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

## **10.2 Repair**

The Lessee must promptly repair at its own expense to the satisfaction of the Lessor any damage to the Premises including damage of a structural nature, regardless of how it is caused.

## **10.3 No obligation to Lessor to repair or maintain**

- (1) The Lessee is wholly and solely responsible for the maintenance and repair of all buildings and improvements comprising the Premises, regardless of the cause of the need to repair or maintain, and regardless of the type of repair or maintenance required. The Lessor has no obligation whatsoever to repair or maintain any buildings or improvements comprising the Premises.
- (2) Any further development proposed on the Premises during the Term shall be the responsibility of and carried out by (and at the cost of) the Lessee, subject to the Lessee having obtained the prior consent of the Lessor, and all necessary statutory approvals.

## **10.4 Cleaning**

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

## **10.5 Maintain surroundings**

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens lawns, shrubs, hedges and trees.
- (2) If there is any remnant natural bushland in the surrounds the Lessee must not remove or do anything to damage such bushland without written consent from the Lessor and the Lessee must maintain any such bushland, at its cost, in accordance with a maintenance programme agreed with the Lessor's Parks Manager.
- (3) Subject to paragraph (2), any pruning of trees must be undertaken by a qualified tree surgeon.
- (4) Subject to paragraph (2), if any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (5) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (6) Subject to paragraph (2), the Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

## **10.6 Pest control**

- (1) The Lessee must keep the Premises free of any vermin and the cost of extermination will be borne by the Lessee.

- (2) (a) The Lessee must undertake, triennially, an inspection by a licensed pest controller for termite infestation.
- (b) This inspection must be carried out and any pest control treatment required as a result of the inspection must be undertaken by a licensed pest controller within two weeks of the inspection.
- (c) The Lessee must provide to the Lessor a copy of the certificate issued by the licensed pest controller by May 1 in the year that the pest inspection is required to be carried out.
- (d) All costs and expenses arising from the inspection and any work undertaken as a result will be the responsibility of the Lessee.

## 10.7 Structural state of Premises

The Lessee acknowledges that it has inspected the structure of the Premises internally and externally prior to the execution of this Lease and enters into the Lease with full knowledge of the structural state and state of repair of the Premises.

## 10.8 Maintenance fund

- (1) The intention of this subclause is to ensure that the Lessee establishes a reserve fund and sets aside sufficient funds to maintain the Premises in accordance with this Lease and for the replacement of any structures or improvements on the Premises which will require eventual replacement. The fund may also be used for capital development of the Premises.
- (2) The Lessee must:
  - (a) establish and maintain a fund to be retained under its own management for the purpose of providing adequate funds for ongoing maintenance of the Premises and to allow for the depreciation of structures or improvements forming part of the Premises (**Fund**);
  - (b) keep the Fund in an interest bearing bank account as a separate fund to other monies held by the Lessee;
  - (c) ensure that the Fund is clearly identified, as a distinct and separate fund in the Lessee's accounting records and is reported as such in all general financial statements produced by the Lessee;
  - (d) ensure that the Fund is audited in accordance with the Lessee's audit requirements and that the Lessor is provided at least once in each year of the Term with a copy of an audited financial statement showing the amount in the Fund; and
  - (e) make regular contributions to the Fund in accordance with this subclause (**Fund Contributions**).
- (3) The amount of money the Lessee will deposit in the Fund by the first anniversary date is specified in **Item 8** of the Schedule.
- (4) The amount of money the Lessee will deposit in the Fund each subsequent year and frequency of Fund contributions will be reviewed annually.
- (5) Before each annual review of the Fund Contributions, the Lessor's Building Services will meet with the Lessee to review the maintenance requirements for the Premises. The intention of the meeting will be for the Lessor's Building Services and the Lessee to reach agreement on the amount and frequency of Fund Contributions for the next twelve months.
- (6) The Lessee must only use the Fund for purposes and on specific items agreed between the parties.



- (7) The Lessee agrees to use the Fund to rectify all items identified by the Lessor as in need of repair, replacement or reconstruction.
- (8) The Lessee agrees to use the Fund to rectify all items identified by the Lessor as in need of repair, replacement or reconstruction, in preference to using the Fund for capital development of the Premises. The Fund may be used for capital development of the Premises, but only if all maintenance items as identified by the Lessor have been completed.

## 11. Alterations

### 11.1 Restriction

- (1) The Lessee must not without prior written consent:
  - (a)
    - (i) from the Lessor;
    - (ii) from any other person from whom consent is required under this Lease;
    - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
  - (b) install any new signage;
  - (c) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises;
  - (d) remove alter or add to any fixtures, fittings or facilities in or on the Premises; or
  - (e) subject to the performance of the Lessee's obligations in **clause 10**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

### 11.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 0** the Lessor may:
  - (a) consent subject to conditions; and
    - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
    - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
  - (b) if the Lessor consents to any matter referred to in **clause 0**:
    - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
    - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

### 11.3 Cost of Works

All works undertaken under this **clause 11** will be carried out at the Lessee's expense.

## 11.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
  - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

## 12. Use

### 12.1 Restrictions on use

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

- (a)
  - (i) use the Premises or any part of it for any purpose other than for the Permitted Purpose; or
  - (ii) use the Premises for any purpose which is not permitted under any town planning scheme or any law relating to health;
- (b) do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;
- (c) do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
- (d) store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions -
  - (i) any such storage must comply with all relevant statutory provisions;
  - (ii) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
  - (iii) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
  - (iv) upon the request of the Lessor, the Lessee will provide a manifest of all dangerous compounds or substances stored on the Premises;
- (e) do any act or thing which might result in excessive stress or harm to any part of the Premises; or
- (f) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

### 12.2 No Warranty

The Lessor gives no warranty -

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

### 12.3 Premises Subject to Restriction

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

### 12.4 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

## 13. Lessor's right of entry

### 13.1 Entry on Reasonable Notice

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

- (a)
  - (i) at all reasonable times;
  - (ii) with or without workmen and others; and
  - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
  - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
  - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
  - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
  - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 13(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

### 13.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 13(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

## 14. Statutory obligations and notices

### 14.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises, including without limitation all relevant laws relating to occupational health and safety and the health and safety of all persons entering upon the Premises;



- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**;
- (c) comply with all relevant state and commonwealth law and all relevant codes, including without limitation the Building Code of Australia, and all relevant standards published by Standards Australia;
- (d) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (e) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

#### 14.2 Safety & Testing Obligations

- (1) The Lessee acknowledges and agrees that it is fully responsible at its cost for ensuring that the Premises, and any fixtures or fittings within the Premises, are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
- (2) To comply with its obligation pursuant to **clause 14(1)** above, the Lessee acknowledges that it will be required to, amongst other things:
  - (a) comply with the requirements of the *Occupational Safety and Health Act 1984*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person;
  - (b) comply with all relevant requirements of the Fire & Emergency Services Authority of Western Australia (FESA), including without limitation the requirement to ensure that all fire protection and fire fighting equipment located, or installed at the Premises, is tested regularly for compliance with Australian Standards and FESA's requirements; and
  - (c) ensure that the emergency/exit lighting systems in the Premises are adequately maintained in accordance with the requirements of the Building Code of Australia and Australian Standards

#### 14.3 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against -

- (a) failing to perform, discharge or execute any of the items referred to in **clauses 0 and 0**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clauses 0 and 0**.

### 15. Report to Lessor

The Lessee must immediately report to the Lessor -

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and

- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

## 16. Default

### 16.1 Events of Default

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (b) the association is wound up whether voluntarily or otherwise;
- (c) the Lessee passes a special resolution under the *Associations Incorporation Act 1997* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated, the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the permitted purpose for six month period; or
- (g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

### 16.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 0** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 18**,

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

### 16.3 Lessor may remedy breach

If the Lessee -

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

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

Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

#### **16.4 Acceptance of Amount Payable By Lessor**

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

#### **16.5 Essential Terms**

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **10** (Maintenance, Repair and Cleaning), **12** (Use), **24** (Assignment, Subletting and Charging), **36** (Goods and Services Tax), **42** (Alcohol) and **43** (Minimise Nuisance to Neighbours) is an essential term of this Lease but this clause **0** does not mean or imply that there are no other essential terms in this Lease.

#### **16.6 Breach of Essential Terms**

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
  - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
  - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 16(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 16(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.



## 17. Damage or destruction

### 17.1 Damage or destruction

If the Premises or any part of the Premises are totally or partially destroyed so as to require major rebuilding the Lessee -

- (a) may within two (2) months of the destruction or the damage terminate the Term with immediate effect by giving Notice to the Lessor; or
- (b) must within 2 years from the date of destruction or damage rebuild the Premises to its original state and condition to the satisfaction of the Lessor and in accordance with the requirements of all relevant authorities.

### 17.2 Insurance proceeds

- (1) If the Lessee terminates the Term in accordance with **clause 0** all insurance proceeds in respect of the Premises will be paid to and retained by the Lessor; or
- (2) If the Lessee rebuilds the Premises, all insurance proceeds will be applied to the rebuilding with any shortfall paid by the Lessee.

## 18. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and -

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in -
  - (i) the payment of Amounts Payable; or
  - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 18** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

## 19. Holding over

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

## 20. Restore premises

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

## 21. Yield up the premises

### 21.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

### 21.2 Clause 0 to survive termination

The Lessee's obligation under **clause 0** will survive termination.

## 22. Removal of property from Premises

### 22.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

### 22.2 Lessor can remove property on re-entry

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

## 23. Hire of Premises

### 23.1 Casual Hire or Regular Hire Only

The Lessee may Hire out the Premises or any part thereof on a Casual Hire or Regular Hire basis only provided:

- (a) such use is consistent at all times with the Permitted Purpose; and
- (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease.

### 23.2 Lessee remains responsible for Premises at all times

The Lessee ACKNOWLEDGES that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

## 24. Assignment, sub-letting and charging

### 24.1 No assignment or sub-letting without consent

Subject to **clause 23**, the Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written

consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

#### **24.2 Lessor's Consent to Assignment and Sub-letting**

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by -
  - (i) the proposed assignee of a deed of assignment; or
  - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

#### **24.3 Where sublessee is a community group**

If the proposed sublessee is a community group, whether or not a body corporate or unincorporated, the Lessor may not require a deed of sublease under **clause 24(c)**.

#### **24.4 Consents of Assignee Supplementary**

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

#### **24.5 Property Law Act 1969**

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

#### **24.6 Costs for assignment and sub-letting**

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to -

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or Sub-letting proceeds.



## **24.7 No mortgage or charge**

The Lessee must not mortgage nor charge the Premises.

## **25. Acts by agents**

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

## **26. Governing law**

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

## **27. Statutory powers**

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

## **28. Notice**

### **28.1 Form of delivery**

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

### **28.2 Service of notice**

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 28(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 28(b)**, on the second business day following the date of posting of the Notice.

### **28.3 Signing of notice**

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;

- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

## 29. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

## 30. Disputes

### 30.1 Appointment of arbitrator

Except as otherwise provided any dispute arising out of this Lease is to be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985* and the Lessor and the Lessee may each be represented by a legal practitioner.

### 30.2 Payment of amounts payable to date of award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid.

## 31. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

## 32. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

## 33. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

## 34. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

## 35. Waiver

### 35.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

### 35.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

## 36. Goods and services tax

### 36.1 Definitions

The following definitions apply for the purpose of this clause -

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

### 36.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 36(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

### 36.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 36(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

- (1) No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

- (2) Statement of GST paid is Conclusive



A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

(3) Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

(4) Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

### 37. *Commercial Tenancy Act*

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

### 38. Caveat

#### 38.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

#### 38.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally -

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate -

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

## 39. Indemnity and ratification

### 39.1 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under **clause 38**.

### 39.2 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under **clause 38**; and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under **clause 38**.

## 40. Prior notice of proposal to change rules

The Lessee agrees that it will not change its rules of association under the Associations Incorporations Act 1987 without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

## 41. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information on the Lessee's membership and other information on the Lessee reasonably required by the Lessor.

## 42. Alcohol

### 42.1 Consumption of alcohol

The Lessee covenants and agrees:

- (a) not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and
- (b) that it shall not make an application for a licence or permit under the Liquor Control Act 1988 for the Premises, or apply for an amendment to a licence or permit it has been granted, without first obtaining the written consent of the Lessor.

### 42.2 Liquor licence

The Lessee COVENANTS AND AGREES that if a licence or permit is granted under the Liquor Control Act 1988 for the Premises it must -

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 11** shall apply;

- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following -
  - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
  - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the Liquor Control Act 1988, Health (Food Hygiene) Regulations 1993, Liquor Control Regulations 1989 or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

#### 43. Minimise nuisance to neighbours

- (1) The Lessee acknowledges that the Premises are located in close proximity to residential premises.
- (2) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Premises.
- (3) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

#### 44. Re-development of Highview Park

- (1) The Lessee acknowledges that the Lessor is considering the re-development of the Reserve, known as Highview Park, where the Premises are located.
- (2) In the event of commencement of redevelopment or the grant of any planning approval or building permit for the redevelopment of the Reserve, Highview Park or the Premises during the Term of the Lease, the Lessor and the Lessee covenant and agree:
  - (a) this Lease may be terminated by the Lessor upon six months written notice to the Lessee;
  - (b) if the Lease is terminated in accordance with this clause:
    - (i) the Lessee must peacefully surrender and yield up to the Lessor the Premises;
    - (ii) the Lessee must remove from the Premises all property of the Lessee which is not a fixture; and
    - (iii) the parties acknowledge and agree that **clauses 20** and **clause 21(a)** will not apply;
  - (c) no compensation or other consideration shall be payable to or claimable by the Lessee from the Lessor for or arising out of the redevelopment of the Reserve and or Highview Park.

- (3) A certificate signed by the Lessor shall be full and sufficient evidence of the fact that the Lessor is redeveloping the Reserve.

#### 45. Additional terms, covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **Item 7** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.



# Schedule

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## Item 1 Land and Premises

### Land

Class A Reserve 20838, being more particularly Lot 13423 on Deposited Plan 194320 being the whole of the land comprised in Crown Land Title Volume LR3114 Folio 613.

### Premises

The building known as “Girl Guides Hall – Monash Avenue, Nedlands” situated on the Land and more particularly delineated on the plan annexed to this Lease and marked "**Annexure 1**" (**Building**); and includes all carpets and floor coverings, window treatments (including but not limited to curtains and blinds) and other fixtures and fittings belonging to the Lessor therein and all additions or modifications and replacements for the time being.

## Item 2 Term

10 years.

## Item 3 Further Term

5 years.

## Item 4 Commencement Date

Upon execution of this Lease.

## Item 5 Rent

One peppercorn per annum payable on the Lessor's demand.

## Item 6 Permitted purpose

Girl guides hall and ancillary community and education uses.

## Item 7 Additional terms and covenants

- (i) The Lessor acknowledges that the Lessee provided funding to construct the building on the Land.
- (ii) Nothing in this acknowledgement should be interpreted to suggest that the Lessee owns the building on the Land.

## Item 8 Maintenance fund

\$1,500 per year (to be reviewed on an annual basis in accordance with the terms of **clause 0**), this sum must be expended on the Premises in each year of the Term to the Lessor's satisfaction and in accordance with the provisions of **clause 0**.

**Item 9      Public liability insurance**

Ten million dollars (\$10,000,000.00).

DRAFT

# Signing page

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**EXECUTED**

2015

**THE COMMON SEAL** of the **City of Nedlands** was affixed by authority of a resolution of the Council in the presence of -

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Executive Officer

**THE COMMON SEAL** of **Girl Guides Western Australia Inc.** was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-

\_\_\_\_\_  
Office Holder Sign

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Office Held:

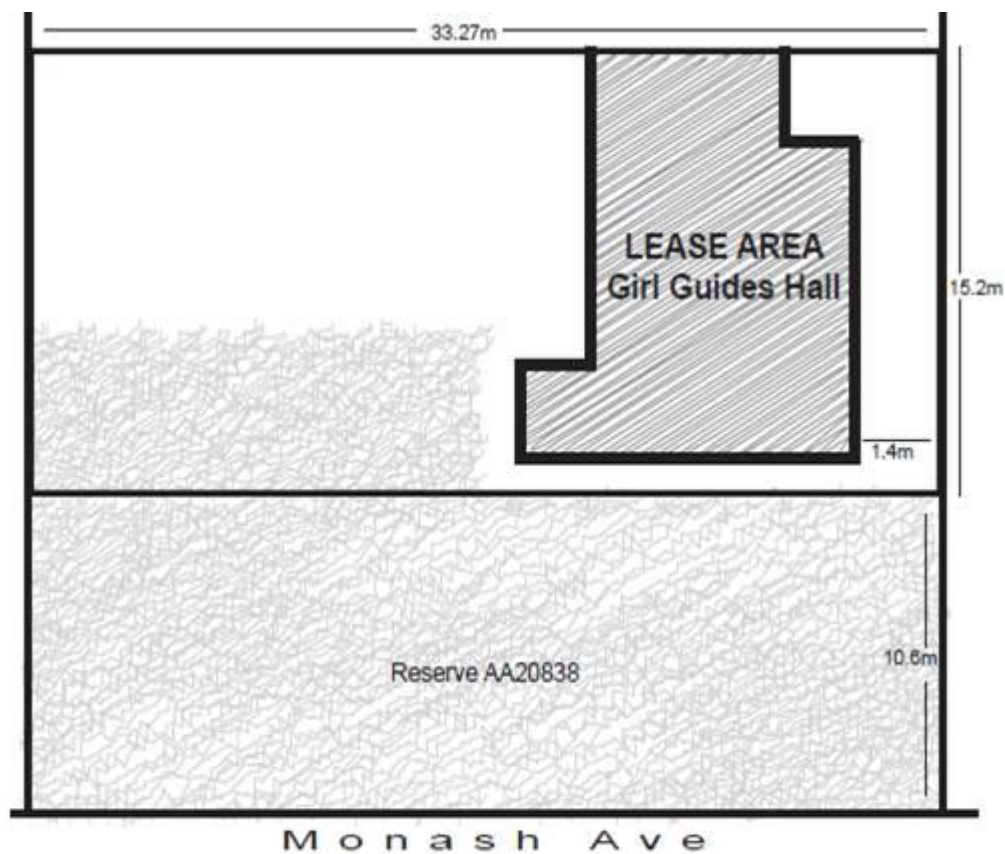
\_\_\_\_\_  
Office Holder Sign

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Office Held:

## Annexure 1 – Sketch of Premises



Site Plan 1:200

