

LEASE OPPORTUNITY

New Katanning Child Care Facility



In accordance with s.3.58(3) of the *Local Government Act 1995*, the Shire of Katanning proposes to lease the new, purpose-built Childcare Facility at 33 Daping Street, Katanning (a portion of Reserve 55216).

Construction of the new facility is expected to be completed by 30 September 2026.

The lessee will be private operator or a not-for-profit organisation, appropriately qualified and experienced to operate a childcare facility and should aim to meet community demands to support livability in Katanning.

The deadline for submissions is 4pm **Thursday, 11 June 2026**

Lease – New Katanning Childcare Facility

Contents

1 Introduction.....	3
2 Background	3
2.1 Current Demographics.....	4
2.2 Future Demand.....	4
3 The Opportunity.....	5
3.2 Building Works.....	5
3.3 Lease Terms.....	5
3.4 Site Inspection	7
3.5 Negotiation Process.....	7
4. Making a Submission.....	8
5 Checklist.....	10
6.1 Appendix 1 - Floor Plan	11
6.2 Appendix 2 - Landscape Design (Concept-subject to change).....	12
6.3 Appendix 3 - White Goods and Appliance Schedule	13
6.4 Appendix 4 – Market Valuation (Separate Document)	14
6.5 Appendix 5 – Draft Lease Agreement (Separate Document)	14

Lease – New Katanning Childcare Facility

1 Introduction

The Shire of Katanning is inviting Expressions of Interest (EOI) from accredited childcare providers to lease and operate a newly constructed, purpose-built childcare facility located on a portion of Reserve 55216, 33 Daping Street, Katanning which will form part of the Katanning Early Childhood Hub development.

The Services being sought are general weekday early childhood education services (daycare), before and after school care services and vacation care services.



The Shire of Katanning will consider all EOI submissions and respondents are advised that the lease with the preferred respondent will be subject to Council issuing a section 3.58 notice inviting submissions from the community and that Ministerial approval for the lease is also required prior to lease execution.

2 Background

Katanning is a unique and diverse place, nestled in the north of the Great Southern region of Western Australia, approximately three hours southeast of Perth.

Covering an area of 1,523km², the Shire encompasses the localities of Badgebup, Carrolup, Cobline, Coyrecup, Ewlyamartup, Katanning, Marracoonda, Moojebing, Murdong, Pinwernyng and South Datatine.

A strategic priority of Council is to complete and activate the Katanning Early Childhood Hub by late 2026.

The Hub development incorporates a purpose built 67 capacity Childcare Centre, Department of Communities Offices and a Family Centre providing a suite of services to support families and early childhood development in Katanning.

Lease – New Katanning Childcare Facility

2.1 Current Demographics

The 2021 census reports that the Shire of Katanning has 4,057 residents, including 8.8% who identify as Aboriginal, Torres Strait Islander or both. This is a higher than the percentage of Aboriginal persons in WA (3.3%) and Australia (2.8%). Further, Katanning has a strong multicultural community, many of whom are humanitarian migrants, for whom English is a second language. This multicultural character is a core strength of the town, but this section of the community is not currently being adequately engaged by all child-related services.

Current 2021 Census data for Katanning is as follows:

Age All people	Katanning	%	Western Australia	%	Australia	%
Median age	39	N/A	38	N/A	38	N/A
0-4 years	276	6.8	161,753	6.1	1,463,817	5.8
5-9 years	258	6.4	172,654	6.5	1,586,138	6.2
10-14 years	250	6.2	171,377	6.4	1,588,051	6.2
15-19 years	263	6.5	153,263	5.8	1,457,812	5.7
20-24 years	244	6.0	158,817	6.0	1,579,539	6.2
25-29 years	266	6.5	176,045	6.6	1,771,676	7.0
30-34 years	257	6.3	196,312	7.4	1,853,085	7.3
35-39 years	233	5.7	200,904	7.6	1,838,822	7.2
40-44 years	250	6.2	178,589	6.7	1,648,843	6.5
45-49 years	245	6.0	174,632	6.6	1,635,963	6.4
50-54 years	242	6.0	173,622	6.5	1,610,944	6.3
55-59 years	278	6.8	162,778	6.1	1,541,911	6.1
60-64 years	239	5.9	150,667	5.7	1,468,097	5.8
65-69 years	252	6.2	132,186	5.0	1,298,460	5.1
70-74 years	175	4.3	115,196	4.3	1,160,768	4.6
75-79 years	133	3.3	78,012	2.9	821,920	3.2
80-84 years	101	2.5	53,115	2.0	554,598	2.2
85 years and over	100	2.5	50,106	1.9	542,342	2.1

2.2 Future Demand

Two key strategic projects are being planned in Katanning which are likely to positively influence population data in the coming years.

Ausgold's new mine development <https://ausgoldlimited.com/> is aiming for production in late 2027 at its major open pit site within the Shire of Katanning, with forecast production of 1.14 million ounces of gold over an initial 10-year mine life. This is expected to bring families to the region and potentially increase demand for childcare services.

WAMMCO international is already a major employer in Katanning and is recognised as a proven leader in prime lamb production, processing and marketing. The company is investing \$50 million to expand processing to meet global demand. This is likely to also result in an increased local workforce and demand for childcare places.

3 The Opportunity

3.1 Site Details

The site for the new Childcare Centre is centrally located in the Katanning townsite, within walking distance to essential services and amenities. It is located adjacent to the Katanning Primary School

The lot is Crown Reserve 52216, vested with the Shire for “Early Childhood and Family Services”.

3.2 Building Works

The building is a purpose design and constructed childcare centre. Construction is currently underway, and works are expected to be completed in September 2026.

The new childcare facility is a single-story building with tilt up panel concrete walls and steel frame roof trusses.

A floor plan of the building is provided (refer 6.1).

The building is 235m² and has been designed for the following capacity.

Age	# Children	# staff	Child/m ²	Area provided m ²
0-24 months	12	3	3.25	41
24-36 months	35	7	3.25	128
36-preschool	20	2	3.25	66
Total	67	12		235

3.3 Lease Terms

The lease will be negotiated in accordance with section 3.58 of the *Local Government Act 1995*. The proposed term is 10 years with a 5-year option.

A draft lease agreement has been prepared (refer Appendix 5) reflecting key terms as outlined in the following table.

Lease – New Katanning Childcare Facility

Consideration	Detail
Lease Term	15 years (subject to Ministerial approval).
Commencement Date	To be advised – provision will be made in the lease to provide for flexibility in obtaining the relevant government approvals.
Lease rate	As negotiated. A market valuation has been provided to assist in the preparation of submissions.
Ongoing Maintenance	The lessee will be responsible for general wear and tear, grounds maintenance and installation and maintenance of any specialist play equipment
Outgoings	Rates and charges and all services (air conditioning, electricity, water, wastewater pump outs, pest, gas, telecommunications, and fire prevention and management systems).
Insurance	The lessee, must indemnify the Shire from any claims arising from the operation of the facility. The leaseholder will also be required to maintain current public liability insurance of \$20 million (as a minimum), professional indemnity, property, business interruption and workers compensation insurance (as applicable) to the Shire's satisfaction.
Costs of Lease	The lessee will be responsible for all expenses incurred for: <ul style="list-style-type: none"> • The enforcement of its rights under the lease. • Obtaining any consent, approval, variation or lease surrender. • Any act or omission by the lessee causing cost or expense to the State.
Operating Hours	The Lessee must ensure that the childcare service is offered 5 days per week (except for public holidays) and that closure over the Christmas/New Year period does not exceed 14 days, unless otherwise approved by the Lessor.
Evidence to be provided	The successful lessee must demonstrate they hold the relevant regulatory licenses to provide centre based childcare services in Western Australia. Prior to entering a lease, the following documentation must be provided: <ul style="list-style-type: none"> <input type="checkbox"/> National Law / State Regulatory approval (License) <input type="checkbox"/> ABN Registration Certificate <input type="checkbox"/> Current Certificates of Currency <input type="checkbox"/> A reference from a recent or current landlord.
Performance	The lessee to: <ul style="list-style-type: none"> • Comply with negotiated service level minimums • Compliance with state and national legislation, including child protection, working with children, public health, food safety and work, health and safety legislation • Consistent compliance with National Quality Framework and Standards • Maintain sufficient and appropriate workforce for the prescribed child numbers • Offer a childcare subsidy to support low-income households • Maintain effective parental communication • Maintain effective communication with the Council as the facility owner and strategic partner

Lease – New Katanning Childcare Facility

3.4 Site Inspection

As the new childcare facility is under construction, a site inspection is not available, however further plans of the facility may be provided upon request.

3.5 Negotiation Process

The *Local Government Act 1995 (section 3.58)* requires that the disposal of any local government property (including by way of lease) is advertised and submissions from the public are required.

As such, following agreement between the Shire and the preferred respondent on the lease terms the Shire will undertake a statutory period of advertising (minimum period of 14 days) and then must consider submissions before it is able to legally enter into the lease agreement with the preferred respondent.

4 Making a Submission

Please provide the following information

Registered Business Name	
Trading Name	
Contact Name	
Position / Title	
Email	
Contact Number	
ABN / ACN	
Service Approval Number	
Provider Approval Number	

The following criteria have been developed to evaluate submissions received. All submitters are encouraged to respond to each criteria using the appropriate headings in their response.

CRITERIA DESCRIPTION
<p>1. Business Profile & Experience</p> <p>Provide a brief summary on your organisation, including structure, mission and business history. Include:</p> <ul style="list-style-type: none">• Relevant experience in the childcare/early learning sector• Previous or current operations (locations, size)• Relevant references (e.g. previous landlords, regulatory bodies and contact details)

Lease – New Katanning Childcare Facility

<p>2. Financial Capacity</p> <ul style="list-style-type: none">• Evidence of financial capacity to pay rent, operations and fit-out (if applicable)• Funding sources (private investment, grants, loans)• Previous business financials (e.g. financial statements, at least last two years) <p>You may include any other information to demonstrate financial stability and capacity to meet lease obligations e.g. bank statements, business plan, financial projections.</p>
<p>3. Business Planning</p> <p>The Respondent may give details of its proposed business plan and include details about how it intends to meet community needs. Consideration should be given to:</p> <ul style="list-style-type: none">• Proposed staffing structure and contingency• Employment packages and retention policies• Housing of staff (if applicable)• Business continuity plans• Local purchasing / partnerships strategies
<p>4. Service Model</p> <p>The Respondent should demonstrate how they will determine the appropriate level and quality of service.</p>

How to prepare your submission

1. Carefully read all parts of this document.
2. Complete the submission and attach any supporting documents.
3. Lodge your submission before 4pm, **Thursday, 11 June 2026.**

Contact Person

Name: David Blurton
Title: Executive Manager Corporate Services
Telephone: (08) 9821 9999 / 0439 970 492
Email: david.blurton@katanning.wa.gov.au

Deadline for submissions

The deadline for submissions is 4pm, **Thursday, 11 June 2026.**

The Shire will not review a submission received after the deadline.

Lodgment of Submission and Delivery Method

Please provide submissions:

By email to: admin@katanning.wa.gov.au
By Mail to: PO Box 130, Katanning WA 6522
In person to: Shire Administration Building, 52 Austral Terrace, Katanning WA 6317

Acceptance of Submission

The Shire is not bound to accept any of the submissions but will present all submissions received by the deadline.

Disclosure of Information

Documents and other information relevant to any contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a court order.

Lease – New Katanning Childcare Facility

Ownership of Submission

All documents, materials, articles and information submitted by the applicant will become the property of the Shire on submission, provided that the applicant shall be entitled to retain copyright and other intellectual property rights therein.

Canvassing of Officials

If an applicant, whether personally or by agent, canvasses any of the Shire's Council Members or Officers with a view to influencing the acceptance of any submission, then regardless of such canvassing having any influence on the review of the submissions, the Shire may at its discretion omit the applicant from consideration.

Identity of Applicant

The identity of the applicant is fundamental to The Shire. The applicant shall be the person, corporation or corporations named as the applicant in the Response Form and whose execution appears on the submission in the Response Form of this Expression of Interest.

Lease – New Katanning Childcare Facility

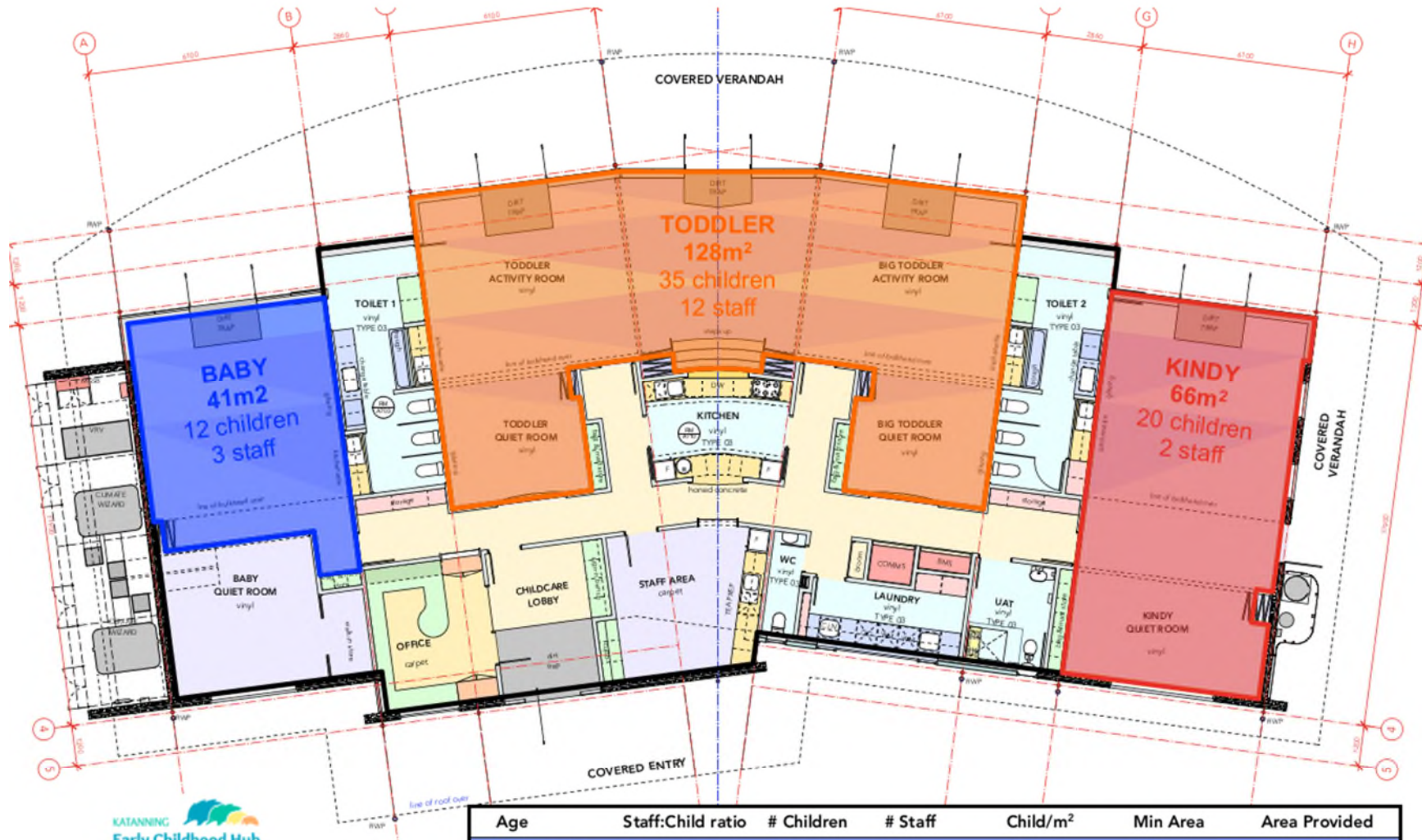
5 Checklist

Your response should include the following (where applicable):

- Business Details
- Business Profile & Experience
- Financial Capacity
- Business Planning
- Service Model & Compliance History
- Regulatory Compliance
- Fit-Out Requirements & Maintenance
- Term and Commencement
- Exit Strategy
- Lease and Payment Terms

Lease – New Katanning Childcare Facility

6.1 Appendix 1 - Floor Plan

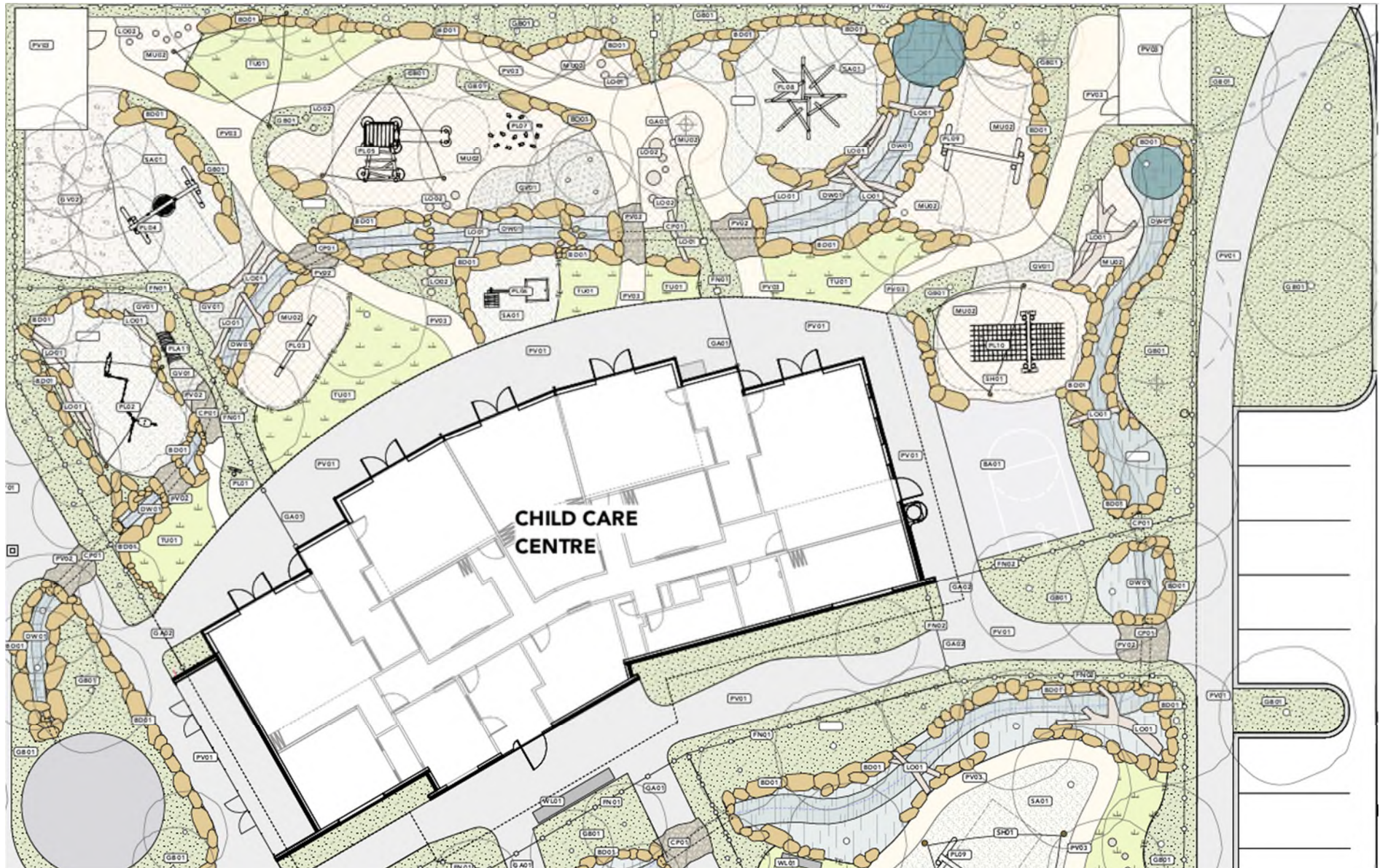


CHILD CARE CENTRE - FLOOR PLAN
SCALE 1:100

Age	Staff:Child ratio	# Children	# Staff	Child/m ²	Min Area	Area Provided
0-24 months	1:4	12	3	3.25	39	41
24-36 months	1:5	35	7	3.25	113.75	128
36-preschool	1:10	20	2	3.25	65	66
TOTAL		67	12	-	217.75m²	235m²

Lease – New Katanning Childcare Facility

6.2 Appendix 2 - Landscape Design (Concept-subject to change)



Lease – New Katanning Childcare Facility

6.3 Appendix 3 - White Goods and Appliance Schedule

4.3 WHITEGOODS AND APPLIANCES SCHEDULE

CHILDCARE

PRODUCT	BRAND	SIZE	LOCATION	QTY
125L Bar Fridge Code: HRBF125	Hisense VIEW PRODUCT	840 x 475 x 556mm Height x Width x Depth	1 x per Activity Room	4
Freestanding Dishwasher Code: DW60FC1X2	Westinghouse VIEW PRODUCT	850 x 598 x 598mm Height x Width x Depth	1x Kitchen, 1 x Staff	2
341L Top Mount Fridge Code: WTB3400WK	Westinghouse VIEW PRODUCT	1756 x 598 x 650mm Height x Width x Depth	2 x Kitchen, 1 x Staff	3
1100W Microwave with Trim Kit Code: NN-ST665B & NNTK612G	Panasonic VIEW PRODUCT	310 x 525 x 388mm Height x Width x Depth	1x Kitchen, 1 x Staff	2
Induction Cooktop Code: SI2M7953D	Smeg VIEW PRODUCT	49 x 900 x 510mm Height x Width x Depth	Kitchen	1
Electric Oven Code: OB90S9MEX3	Fisher & Paykel VIEW PRODUCT	478 x 895 x 564mm Height x Width x Depth	Kitchen	1
Undermount Rangehood Code: HP90IDCHX3	Fisher & Paykel VIEW PRODUCT	513 x 830 x 290mm Height x Width x Depth	Kitchen	1
Washing machine Code: WH8060J3	Fisher & Paykel VIEW PRODUCT	850 x 600 x 590mm Height x Width x Depth	Laundry	2
Clothes Dryer Code: DE7060G2	Fisher & Paykel VIEW PRODUCT	830 x 600 x 575mm Height x Width x Depth	Laundry	1

Lease – New Katanning Childcare Facility

6.4 Appendix 4 – Market Valuation (Separate Document)

6.5 Appendix 5 – Draft Lease Agreement (Separate Document)

Lease – Reserve 52216, 33
Daping Street, Katanning –
Katanning Child Care Facility

Shire of Katanning

[insert Lessee's details]

Copyright notice

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Table of Contents

Copyright notice	i
Details	1
Agreed Terms	2
1. Definitions	2
2. Interpretation	3
3. Grant of Lease	4
4. Quiet Enjoyment	5
5. Rent and Other Payments	5
5.1 Rent	5
5.2 Outgoings	5
5.3 Interest	6
5.4 Costs	6
6. Rent Review	6
6.1 Rent to be reviewed	6
6.2 Methods of review	7
6.3 CPI review	7
6.4 Market rent review	7
6.5 Rent will not decrease	7
6.6 Lessor's right to review	7
7. Accrual and Payment of Amounts Payable	8
8. Insurance	8
8.1 Insurance required	8
8.2 Building Insurance	8
8.3 Details and receipts	8
8.4 Payment of excess on insurance	9
8.5 Not to invalidate	9
8.6 Report	9
8.7 Settlement of claim	9
8.8 Lessor as attorney	9
9. Indemnity	10
9.1 Lessee responsibilities	10
9.2 Indemnity	10
9.3 Obligations continuing	10
9.4 No indemnity for Lessor's negligence	11
9.5 Release	11
9.6 Indemnity Unaffected by Insurance	11
10. Limit of Lessor's Liability	11
10.1 No liability for loss on Premises	11
10.2 Limit on liability for breach of Lessor's Obligations	11
11. Maintenance, Repair and Cleaning	12
11.1 Generally	12
11.2 Cleaning	12
11.3 Repair	12

11.4	Responsibility for securing the Premises	12
11.5	Maintain surroundings	12
11.6	Lessor's Fixtures and Fittings	13
11.7	Pest control	13
11.8	Painting	13
11.9	Comply with all reasonable conditions	13
11.10	Drains	14
11.11	Safety and testing obligations	14
11.12	Acknowledgement of state of repair of Premises	14
12.	Use	14
12.1	General	14
12.2	No offensive or illegal acts	15
12.3	No nuisance	15
12.4	No dangerous substances	15
12.5	No harm or stress	15
12.6	No signs	15
12.7	No smoking	15
12.8	Sale or consumption of alcohol	15
12.9	Removal of rubbish	15
12.10	No pollution	15
12.11	No warranty	16
12.12	Lessee to observe copyright	16
12.13	Premises subject to restriction	16
12.14	Keys and access	16
12.15	Indemnity for costs	16
13.	Alterations	16
13.1	Restriction	16
13.2	Consent	17
13.3	Cost of works	17
13.4	Conditions	17
14.	Lessor's Right of Entry	17
14.1	Entry on reasonable notice	17
14.2	Costs of rectifying breach	18
15.	Statutory Obligations and Notices	18
15.1	Comply with statutes	18
15.2	Indemnity if Lessee fails to comply	18
16.	Report to Lessor	18
17.	Default	19
17.1	Events of default	19
17.2	Forfeiture	20
17.3	Lessor may remedy breach	20
17.4	Acceptance of Amount Payable by Lessor	20
17.5	Essential terms	20
17.6	Breach of essential terms	20
18.	Repudiation by Lessee	21
18.1	Compensation	21
18.2	Entitlement to recover damages	21
18.3	Legal proceedings	21
19.	Damage or Destruction of Premises	22
19.1	Abatement of Rent	22
19.2	Total damage or destruction	22

20.	Option to Renew	22
21.	Holding Over	22
22.	Obligations on Termination	23
22.1	Yielding up	23
22.2	Lessor can remove Lessee's Property on re-entry	23
22.3	Fixtures, fittings or alterations not to be removed	24
22.4	Clause to survive termination	24
23.	Assignment, Subletting and Charging	24
23.1	No assignment or sub-letting without consent	24
23.2	Lessor's consent to assignment and sub-letting	24
23.3	Consents of assignee supplementary	25
23.4	<i>Property Law Act 1969</i>	25
23.5	Costs for assignment and sub-letting	25
23.6	No mortgage or charge	25
24.	Disputes	25
25.	Prior Notice of Proposal to Change Rules	26
26.	Provision of Information	26
27.	Caveat	26
27.1	No absolute caveat	26
27.2	CEO & Lessor as attorney	26
27.3	Ratification	27
27.4	Indemnity	27
28.	Goods and Services Tax	27
28.1	Definitions	27
28.2	Lessee to pay GST	27
28.3	Consideration in kind	27
28.4	No contribution from Lessor	28
28.5	Statement of GST paid is conclusive	28
28.6	Tax invoices	28
28.7	Reciprocity	28
29.	No Fetter	28
30.	Additional Terms and Conditions	28
31.	Commercial Tenancy Act	28
32.	Notice	29
32.1	Form of delivery	29
32.2	Service of notice	29
32.3	Signing of notice	29
32.4	Notice details	29
33.	General	30
33.1	Acts by agents	30
33.2	Governing law	30
33.3	Statutory powers	30
33.4	Severance	30
33.5	Variation	30
33.6	Moratorium	30
33.7	Further assurance	30
33.8	Payment of money	30
33.9	Waiver	31

Schedule	32
Signing page	35
Annexure 1 – Approval of Minister for Lands	36
Annexure 2 – Whitegoods and Appliance Schedule	37

Details

Parties

Shire of Katanning

of 16-24 Austral Terrace, Katanning, Western Australia
(Lessor)

[Insert name of Lessee] [ACN if applicable]

of [insert address]
(Lessee)

Background

- A The Lessor is vested with the care, control and management of the Land for the purpose of “Early Childhood and Family Services”.
- B Subject to the prior written approval of the Minister for Lands, the Lessor has agreed to grant to the Lessee a lease of that portion of the Land comprising the Premises, subject to the terms and conditions of this Lease.

Agreed Terms

1. Definitions

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

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

Authorised Person means:

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

Basic Consideration means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

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;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Dispute Notice means a written notice served under **clause 24(2)**;

Dispute Resolution Representative means the Lessee's Dispute Resolution Representative or the Chief Executive Officer of the Lessor and a reference to Dispute Resolution Representatives is a reference to both of them;

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

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

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

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

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

Lease means this lease and any equitable or common law tenancy evidenced by 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 Dispute Resolution Representative means the person nominated by the Lessee from time to time to be the Lessee's dispute resolution representative;

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

Lessor's Fixtures and Fittings is defined in **clause 11.6**;

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

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 (WA)*;

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

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

Permitted Purpose means the Permitted Purpose stated at **Item 7** of the Schedule;

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

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

Schedule means the Schedule to this Lease;

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

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

Written Law includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority.

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words using:
 - (i) the singular includes the plural;
 - (ii) the plural includes the singular; and
 - (iii) any gender includes each 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 agreements and obligations on the part of the Lessee not to do or omit to do any act or thing include:
- (i) an agreement not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) an agreement 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 agreements and obligations 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.

3. Grant of Lease

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

- (a) any Encumbrances;

- (b) the approval of the Minister for Lands under the *Land Administration Act 1997*, a copy of which is annexed hereto as **Annexure 2**;
- (c) the payment of the Amounts Payable; and
- (d) the performance and observance of the Lessee's Obligations.

4. Quiet Enjoyment

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

5. Rent and Other Payments

5.1 Rent

The Lessee agrees with the Lessor 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) The Lessee agrees with the Lessor 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, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) emergency services levy;
 - (c) water, drainage and sewerage rates, charges for disposal of stormwater, septic-tank pump outs, meter rent and excess water charges;
 - (d) 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, internet connections or telephone connection;
 - (e) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (f) the costs of any cleaning and lighting of, supply of internal security and toilet requisites to, and maintenance and repair of the Premises including any fixtures and fittings;
 - (g) the costs of any garden, landscape or grounds maintenance;
 - (h) the costs of any CCTV/security systems;
 - (i) fire mitigation costs;
 - (j) annual food surveillance costs;
 - (k) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause Error! Reference source not found.** For the avoidance of doubt, the parties agree:

- (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (l) 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 5.2(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, the Lessee agrees with the Lessor 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) The Lessee must pay to the Lessor on demand:
- (a) all costs for the preparation, drafting and execution of this Lease;
 - (b) 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;
 - (c) all registration fees in connection with this Lease (if any); and
 - (d) all costs associated with the preparation of a surveyed plan of the Premises for the purposes of the Lease (if any).
- (2) The Lessee must 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 5.4** or any matter arising out of this Lease.

6. Rent Review

6.1 Rent to be reviewed

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

6.2 Methods of review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

6.3 CPI review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.

6.4 Market rent review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 6**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

6.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor's right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Accrual and Payment of Amounts Payable

- (1) Amounts Payable accrue on a daily basis.
- (2) 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.

8. Insurance

8.1 Insurance required

The Lessee must effect and maintain with reputable insurers or insurers authorised under the *Insurance Act 1973* (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
 - (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
 - (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
 - (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
 - (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.
- (2) The Lessee must promptly expend all money recovered in respect of any insurance under paragraph (1) in the satisfaction of the payment of damages or the reinstatement or replacement of the items of which that money is received to the extent that that money is sufficient for that purpose.

8.2 Building Insurance

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

8.3 Details and receipts

In respect of the insurances required by **clause 8.1** 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) upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;

- (c) 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
- (d) 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; and
- (e) apply the proceeds of any claim made under any of such policies to the purpose for which the insurance was effected on terms first approved by the Lessor in writing.

8.4 Payment of excess on insurance

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8.1** and **clause 8.2**.

8.5 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 8.1** and **clause Error! Reference source not found.** on the Premises, or any adjoining premises, void or voidable; and
- (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).

8.6 Report

The Lessee must report to the Lessor promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which the Lessee is or might be aware; and
- (b) any circumstances of which the Lessee is 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.

8.7 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 **clause 8.1** and **clause Error! Reference source not found.**

8.8 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 **clause 8.1** and **clause Error! Reference source not found.**;
- (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 **clause 8.1** and **clause Error! Reference source not found.**;
- (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.

9. Indemnity

9.1 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.

9.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor and/or the Minister for Lands, or brought, maintained or made against the Lessor and/or the Minister for Lands, 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 or the Lessee's Agents.

9.3 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 9.2** 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.

9.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor against any loss, damage, expense, action or claim to the extent directly caused by, or contributed to by, the negligence of the Lessor.

9.5 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 and the Minister for Lands 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 is directly caused by the negligence of the Lessor.

(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.

9.6 Indemnity Unaffected by Insurance

- (1) The Lessee's obligation to indemnify the Lessor under this Lease or at law is not affected by any insurance maintained by the Lessor in respect of the Premises and the indemnity under **clause 9.2** is paramount.
- (2) 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 9.1 will be reduced by the extent of such payment.

10. Limit of Lessor's Liability

10.1 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.

10.2 Limit on liability for breach of Lessor's Obligations

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

11. Maintenance, Repair and Cleaning

11.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair and keep the Premises (which for the avoidance of doubt includes the Lessee's fixtures and fittings, Lessor's fixtures and fittings and any appurtenances) in Good Repair having regard to the age of the Premises at the Commencement Date.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning in or on the Premises:
 - (a) use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld;
 - (b) ensure that the Work Safe Codes of Practice and guidance notes are considered and adhered to at all times; and
 - (c) provide the Lessor with a copy of any warranty, guarantee, certification or other documentation relating to repairs or work undertaken on the Premises.

11.2 Cleaning

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

11.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

11.4 Responsibility for securing the Premises

(1) Securing Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

(2) Installation of Security Systems

Subject to prior written approval from the Lessor, the Lessee may install a security system to the Premises if one is not installed, PROVIDED the Lessee:

- (a) pays for all costs associated with the installation and ongoing monitoring of the security system; and
- (b) provides the Lessor with access keys or alarm codes.

[City to confirm whether security system will already be installed or not.]

11.5 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:

- (a) any flora, gardens, lawns, shrubs, hedges and trees; and
 - (b) the grounds and playground equipment.
- (2) The Lessee agrees that any pruning of trees must be undertaken by a qualified tree surgeon. If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (3) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (4) 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.
- (5) 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.

11.6 Lessor's Fixtures and Fittings

The Lessee agrees that the Lessor's fixtures and fittings, including but not limited to the white goods and appliances listed in **Appendix 2 (Lessor's Fixtures and Fittings)** will remain the property of the Lessor and must not be removed from the Premises at any time.

11.7 Pest control

The Lessee must keep the Premises free of any vermin or any other recognised pests, and the cost of extermination will be borne by the Lessee.

11.8 Painting

- (1) The Lessee must on the Repainting Dates set out in **Item 9** of the Schedule, paint, paper or otherwise treat all such parts of the Premises as have been previously painted or otherwise treated.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
- (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

11.9 Comply with all reasonable conditions

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 (and any structures or buildings constructed on the Premises).

11.10 Drains

- (1) The Lessee must keep and maintain the waste pipes, drains and conduits originating in the Premises or connected thereto in a clean clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

11.11 Safety and testing obligations

- (1) The Lessee acknowledges and agrees that it fully responsible at its cost for ensuring that the Premises and any fixtures or fittings 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 **subclause (1)** above, the Lessee acknowledges that it will be required to, amongst other things:
 - (a) comply with the requirements of the *Work Health and Safety Act 2020*, 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 Department of Fire & Emergency Services (DFES), including without limitation the requirement to ensure that all fire protection and firefighting equipment located, or installed at the Premises, is tested regularly for compliance with Australian Standards and DFES' 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.

11.12 Acknowledgement of state of repair of Premises

- (1) The Lessee accepts the Premises in its present condition relying upon its own enquiries and investigations.
- (2) The Lessor does not expressly or impliedly warrant that the Premises is or will remain suitable or adequate for all or any of the purposes of the Lessee or for the business which the Lessee is authorised to conduct thereon and to the extent permitted by law, all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negated.

12. Use

12.1 General

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

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

12.2 No offensive or illegal acts

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

12.3 No nuisance

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

12.4 No dangerous substances

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

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

12.5 No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

12.6 No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor, which consent will not be unreasonably withheld provided that such sign, notice or advertisement complies with all relevant regulatory and planning approvals.

12.7 No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

12.8 Sale or consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the sale or consumption of alcohol without first obtaining the written consent of the Lessor.

12.9 Removal of rubbish

The Lessee must keep the Premises free from rubbish and to store and keep all trade waste and garbage in proper receptacles.

12.10 No pollution

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

contamination of the Premises or surrounding land caused by the Lessee or a Lessee's Agent, to the satisfaction of the Lessor.

12.11 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.

12.12 Lessee to observe copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

12.13 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.

12.14 Keys and access

- (1) Unless otherwise approved by the Lessor in writing, the Lessee must not have additional sets of keys copied or cut.
- (2) The Lessee must notify the Lessor of any loss of keys immediately; and
- (3) To ensure all keys conform with the Lessor's master keys, the Lessor will arrange for replacement keys to be issued to the Lessee at the Lessee's cost.
- (4) The Lessee must not change any of the Premises' locks, except in the case of an emergency, without the prior approval of the Lessor.
- (5) If the locks are changed the Lessee must provide the Lessor with keys to access all areas of the Premises.
- (6) If the Lessor requires access to the Premises pursuant to its powers under this Lease, and is unable to access the Premises due to an unauthorised change in locks, the Lessor may take all such measures to enter the Premises and to re-secure the Premises, and the Lessee will bear all costs associated with such measures.

12.15 Indemnity for costs

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

13. Alterations

13.1 Restriction

The Lessee must not without prior written consent from the Lessor or from any other person from whom consent is required under this Lease or under a Written Law:

- (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (b) subject to the performance of the Lessee's obligations in **clause 11**, 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.

13.2 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 13.1** the Lessor may grant consent subject to conditions and:
 - (a) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (b) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant.
- (2) If the Lessor consents to any matter referred to in **clause 13.1**:
 - (a) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (b) 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.

13.3 Cost of works

All works undertaken under this **clause 13** will be carried out at the Lessee's expense.

13.4 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.

14. Lessor's Right of Entry

14.1 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) at all reasonable times;
- (b) with or without workmen and others; and
- (c) with or without plant, equipment, machinery and materials,

for each of the following purposes:

- (d) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
- (e) 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;
- (f) 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
- (g) 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 is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

14.2 Costs of rectifying breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 14.1(g)** 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.

15. Statutory Obligations and Notices

15.1 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;
- (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) 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
- (d) 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.

15.2 Indemnity if Lessee fails to comply

The Lessee indemnifies the Lessor and the Minister for Lands against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

16. 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.

17. Default

17.1 Events of default

A default occurs if:

- (a) any Rent remains unpaid for fourteen (14) days after a Notice has been given to the Lessee to rectify the breach;
- (b) 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;
- (c) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the association is wound up whether voluntarily or otherwise;
- (d) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (e) where the Lessee is an individual, the Lessee dies or becomes of unsound mind, or is declared bankrupt;
- (f) where the Lessee is a partnership, the Lessee having a change in its constitution;
- (g) an application is made to a court for the Lessee to be wound up;
- (h) the appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets;
- (i) the Lessee becomes an insolvent under administration under section 9 of the *Corporations Act 2001*;
- (j) the Lessee proposes to enter into or enters into any form of arrangement with any of its creditors;
- (k) the Lessee is unable to pay all its debts when they become due, it fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*, or it is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
- (l) a meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;
- (m) a mortgagee takes possession of the property of the Lessee under this Lease;
- (n) any execution or similar process is made against the Premises on the Lessee's property;
- (o) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a six-month period; or

- (p) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of rent and profits.

17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** 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 Obligations or releasing the Lessee from liability in respect of the Lessee's Obligations.

17.3 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 Obligations,

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

17.4 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.

17.5 Essential terms

Each of the Lessee's Obligations in clauses **5** (Rent and Other Payments), **7** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **23** (Assignment, Subletting and Charging) and **28** (Goods and Services Tax), is an essential term of this Lease but this **clause 17.5** does not mean or imply that there are no other essential terms in this Lease.

17.6 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 agrees 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 obligation set out in this **clause 17.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease; and
- (e) 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.

18. Repudiation by Lessee

18.1 Compensation

In the event that the Lessee's conduct (whether by acts or omissions) constitutes a repudiation of the Lease (or of the Lessee's obligations under the Lease) or constitutes a breach of any Lease covenants, it is agreed that:

- (a) the Lessee shall compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach; and
- (b) the Lessor shall be entitled to recover damages against the Lessee in respect of the repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term of this Lease.

18.2 Entitlement to recover damages

The Lessor's entitlement to recover damages shall not be affected or limited in the event that:

- (a) the Lessee abandons or vacates the Land;
- (b) the Lessor elects to re-enter or to terminate the Lease;
- (c) the Lessor accepts the Lessee's repudiation; or
- (d) the Parties' conduct constitutes a surrender by operation of law.

18.3 Legal proceedings

The Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire Term, including the periods before and after the Lessee has vacated the Land, and before and after the abandonment, termination, repudiation, acceptance of repudiation or

surrender by operation of law referred to in **clause 18.2**, whether the proceedings are instituted either before or after such conduct.

19. Damage or Destruction of Premises

19.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 2012* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

19.2 Total damage or destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee, without neglect or default of the Lessee, either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

20. Option to Renew

If the Lessee at least one month, but not earlier than 6 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 20** 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.

21. Holding Over

- (1) 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.
- (2) To avoid doubt, the Lessee is obliged during any holding over period to pay any Amounts Payable by the Lessee under this Lease as if the holding over period was included in the Term.

22. Obligations on Termination

22.1 Yielding up

- (1) On the expiration of the Term or within 1 month after the earlier determination of this Lease, the Lessee at the Lessee's expense and to the Lessor's reasonable satisfaction must:
 - (a) surrender peaceably and yield up the Premises to the Lessor:
 - (i) free from rubbish, debris and other material; and
 - (ii) in a state of repair and condition,

consistent with the performance by the Lessee of the Lessee's Covenants under this Lease and give to the Lessor all keys, security devices, and combinations for locks providing access to or within the Premises held by the Lessee whether or not provided by the Lessor;
 - (b) fill in, consolidate and level off any unevenness, excavation or hole caused by the Lessee or by the Lessee's use of the Premises;
 - (c) remove:
 - (i) all chattels, stock or goods belonging to the Lessee which do not comprise fixtures or fittings attached to the Premises; and
 - (ii) any fixtures, fittings or alterations installed by the Lessee that the Lessor directs the Lessee to remove,

(Lessee's Property);
 - (d) promptly make good to the reasonable satisfaction of the Lessor any damage caused to the Premises by the removal of the Lessee's Property; and
 - (e) promptly make good and rehabilitate the Premises and remediate any contamination and pollution of or to the Premises or the surrounding land to the extent arising from, or connected with, the use and occupation of the Premises by the Lessee from the Commencement Date.
- (2) If the Lessee fails to comply with **clause 22.1(1)**, the Lessor may at its option:
 - (a) cause the Lessee's Property to be removed and stored at the cost of the Lessee; and/or
 - (b) make good, rehabilitate and remediate the Premises,and recover the cost of doing so from the Lessee as a liquidated debt payable on demand.

22.2 Lessor can remove Lessee's Property on re-entry

- (1) On re-entry, the Lessor will have the right to remove from the Premises any of the Lessee's Property and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.
- (2) The Lessor may, at any time after the expiration or sooner determination of the Term, give the Lessee a notice (**Abandonment Notice**) requiring the Lessee to remove all of the Lessee's Property not previously removed by the Lessee in accordance with the requirements of this clause (**Remaining Items**). On the Lessee's receipt of an Abandonment Notice, the Lessee shall have 28 days within which to remove all Remaining Items and failing removal within that 28 day period, all Remaining Items still on the Premises or in the Lessor's custody shall be deemed absolutely

abandoned by the Lessee and shall automatically become the absolute property of the Lessor and may be sold by the Lessor or disposed of at any time and without further notice or obligation to the Lessee. The Lessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Lessee may be liable.

22.3 Fixtures, fittings or alterations not to be removed

For the avoidance of doubt, the Parties acknowledge and agree that:

- (a) the Lessee must not remove:
 - (i) any Lessor's Fixtures or Fittings; or
 - (ii) any fixtures, fittings or alterations installed by the Lessee that the Lessor does not direct the Lessee to remove; and
- (b) any fixtures, fittings or alterations installed by the Lessee that the Lessor does not direct the Lessee to remove shall become the property of the Lessor upon Termination of the Lease.

22.4 Clause to survive termination

The Lessee's obligations under this **clause 22** will continue, notwithstanding the end or Termination of this Lease.

23. Assignment, Subletting and Charging

23.1 No assignment or sub-letting without consent

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, the Minister for Lands and any other persons whose consent is required under the terms of this Lease or at law.

23.2 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 Purpose;
- (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.

23.3 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.

23.4 Property Law Act 1969

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

23.5 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.

23.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises without the consent of the Lessor and the Minister for Lands first being obtained.

24. Disputes

- (1) Until the Parties have complied with this clause, a Party must not commence any action, bring any proceedings or seek any relief or remedy in a court, except seeking interlocutory or equitable relief from a court.
- (2) Where any Dispute arises, a party may give notice in writing of the Dispute to the other party's representative setting out the material particulars of the Dispute. The representatives must act in good faith to try to resolve the Dispute quickly.
- (3) If the Dispute has not been resolved within 14 days of the Dispute Notice (or any longer period the Representatives agree), each party must refer the Dispute to its Dispute Resolution Representative who must act in good faith to try to resolve the Dispute quickly.
- (4) If the parties have not:
 - (a) resolved the Dispute; or
 - (b) agreed to an alternative method of resolving the Dispute,within 14 days after the Dispute is referred to the Dispute Resolution Representatives (or any longer period the Dispute Resolution Representatives agree), either party may submit the Dispute to mediation.
- (5) If the Dispute is submitted to mediation and the parties do not, within 14 days (or any longer period the parties agree) after the Dispute is submitted to mediation, agree on:
 - (a) a mediator and the mediator's compensation;

- (b) the procedure for the mediation; or
- (c) the timetable of each step of the procedure,

the mediation will be conducted in accordance with the 'Australian Commercial Dispute Centre's Mediation Guidelines' in force at the time that the Dispute is referred.

- (6) If a Dispute is not resolved within 30 days after the Dispute Notice or, where a Party has submitted the dispute to mediation, 60 days after the Dispute Notice (or any longer period the parties agree), either party who has complied with this clause may end this dispute resolution process and commence court proceedings in relation to the Dispute.

25. Prior Notice of Proposal to Change Rules

If the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

26. 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 reasonably required by the Lessor.

27. Caveat

27.1 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.

27.2 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.

27.3 Ratification

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

27.4 Indemnity

The Lessee indemnifies the Lessor and the Minister for Lands against:

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

28. Goods and Services Tax

28.1 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 any legislation substituted for, replacing or amending that Act;
- (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;
- (d) **Input Tax Credit** has the meaning that it bears in section 195-1 of the Act; and
- (e) **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.

28.2 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 28.2(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.

28.3 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 28.2(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.

28.4 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.

28.5 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.

28.6 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.

28.7 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.

29. No Fetter

The Lessee acknowledges and agrees:

- (a) that the Lessor is a local government established by *the Local Government Act 1995* (WA);
- (b) in its capacity as a local government, the Lessor will be obliged to comply with statutory obligations imposed by Written Law; and
- (c) no provision of this Lease may unlawfully restrict or otherwise fetter the discretion of the Lessor in the lawful exercise of any of its functions and powers as a local government (as distinct from a commercial participant in the terms and conditions of this Lease),

provided that this **clause 29** will not serve to relieve the Lessor from responsibility for performance of its obligations arising pursuant to this Lease, except to the extent necessary to avoid any unlawful restriction or fetter of the Lessor's discretion.

30. Additional Terms and Conditions

Each of the terms and conditions (if any) specified in **Item 10** 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.

31. 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.

32. Notice

32.1 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 prepaid post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other; or
- (c) by addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the other.

32.2 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 32.1(b)** at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 32.1(b)**, on the fourth business day following the date of posting of the Notice; and
- (d) if by email, when despatched by email to an email address specified in **clause 32.1(c)** of this Lease unless the time of dispatch is not on a business day or after 5 pm on a business day, in which case it will be deemed to be given or made on the next following business day.

32.3 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 2015*, 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.

32.4 Notice details

For the purposes of this **clause 32**, the address and email of the parties for the service of notices are as follows:

- (a) **Lessee**
 - Address: [insert]
 - Attention: [insert]

Email: [insert]

(b) **Lessor**

Address: [insert]

Attention: [insert]

Email: [insert]

33. General

33.1 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.

33.2 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.

33.3 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.

33.4 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.

33.5 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.

33.6 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.

33.7 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.

33.8 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.

33.9 Waiver

(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.

(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.

Schedule

Item 1 Land and Premises

(a) Land

Reserve 52216 being Lot 1046 on Deposited Plan 26247 being the whole of the land comprised in Crown Land Title Volume LR3112 Folio 968.

(b) Premises

The whole of the Land including all buildings, structures, alterations, additions and improvements on the Land, or erected on the Land, during the Term.

[City to confirm that Premises comprises whole of Lot 1046. From the 'Project Site' aerial this appears to be the case.]

Item 2 Term

X years commencing on 1 November 2026 and expiring on [insert date].

Item 3 Further Term

X years commencing on [insert date] and expiring on [insert date].

Item 4 Commencement Date

1 November 2026.

Item 5 Rent

[\$to be inserted] plus GST per annum, payable annually in advance with the first payment due on the Commencement Date and reviewed annually in accordance with the terms of this Lease.

Item 6 Rent Review

[insert basis of rent review and rent review dates].

Item 7 Permitted Purpose

Childcare centre.

Item 8 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 9 Repainting Dates

Unless otherwise agreed by the Lessor in writing, the 10th anniversary of the Commencement Date and within 30 days of Termination of this Lease.

Item 10 Additional terms and conditions

10.1 Operating Hours

The Lessee must ensure that the childcare business operated from the Premises is open 5 days per week (excepting public holidays) and is limited to closure over the Christmas/New Year break for a period not exceeding 14 days, unless otherwise approved by the Lessor.

10.2 Regulatory Compliance

The Lessee must:

- a) obtain, maintain and comply with all required licences, permits, registrations and approvals necessary for operating a childcare centre in Western Australia, including but not limited to those required by:
 - (i) *Education and Care Services National Law (WA) Act 2012*;
 - (ii) *Education and Care Services National Regulations 2012 (WA)*;
 - (iii) *Child Care Services Act 2007 (WA)*;
 - (iv) *Child Care Services Regulations 2007 (WA)*;
- b) prior to commencement of the Lease, provide copies of all current regulatory licences and approvals to the Lessor;
- c) immediately notify the Lessor of any changes, suspensions, or cancellations to regulatory licences;
- d) maintain compliance with all regulatory requirements throughout the term of the Lease; and
- e) provide to the Lessor:
 - (i) evidence of current registration as an approved childcare service provider;
 - (ii) copies of all inspection reports and compliance notices;
 - (iii) annual certification of continued regulatory compliance; and
 - (iv) updated documentation within 14 days of any regulatory changes.

10.3 Staff Qualifications and Compliance

(1) The Lessee must:

- (a) only employ staff who hold qualifications under the Education and Care Services National Law and National Regulations;
- (b) maintain minimum staff-to-child ratios as prescribed by regulatory requirements;

- (c) ensure all staff maintain current first aid, anaphylaxis, and asthma management certifications; and
 - (d) keep detailed records of staff qualifications and certifications.
- (2) The Lessee must ensure all staff, contractors and volunteers:
 - (a) hold current Working with Children Checks;
 - (b) undergo National Police Clearance checks;
 - (c) provide international police clearances if resided overseas; and
 - (d) complete child protection training.
- (3) The Lessee must maintain:
 - (a) a register of all staff qualifications and clearances;
 - (b) copies of current certifications and background checks;
 - (c) evidence of ongoing professional development; and
 - (d) records of staff training completion.
- (4) The Lessee must:
 - (a) conduct quarterly audits of staff documentation;
 - (b) immediately remove non-compliant staff from child-facing roles;
 - (c) report any staff compliance issues to relevant authorities; and
 - (d) provide compliance reports to the Lessor upon request.

10.4 Provision of equipment by Lessor

- (1) The Lessor agrees that it will provide the equipment listed in the Whitegoods and Appliance Schedule annexed hereto as **Annexure 2 (Lessor's Equipment)** for use by the Lessee for the Permitted Purpose specified in **Item 7** of the Schedule.
- (2) The Lessee acknowledges and agrees that the Lessor's Equipment:
 - a) is provided as is;
 - b) is to be maintained in a state of Good Repair by the Lessee; and
 - c) is to be yielded up in good and working order to the Lessor upon termination of the Lease.

Signing page

EXECUTED by the parties as a deed on **[insert date]**

THE COMMON SEAL of the **SHIRE OF KATANNING** was hereunto affixed in the presence of:

Signature of Shire President

Full Name of Shire President

Signature of Chief Executive Officer

Full Name of Chief Executive Officer

THE COMMON SEAL of **[insert Lessee's name]** 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

Office Holder Sign

Full Name

Full Name

Address

Address

Office Held

Office Held

Annexure 1 – Approval of Minister for Lands

Insert a scanned copy of the Minister for Lands' consent letter for Reserve Land. Consent should be obtained, through the Department of Lands, prior to signing of the lease.

Annexure 2 – Whitegoods and Appliance Schedule

4.3 WHITEGOODS AND APPLIANCES SCHEDULE

CHILDCARE

PRODUCT	BRAND	SIZE	LOCATION	QTY
125L Bar Fridge Code: HRBF125	Hisense VIEW PRODUCT	840 x 475 x 556mm Height x Width x Depth	1 x per Activity Room	4
Freestanding Dishwasher Code: DW60FC1X2	Westinghouse VIEW PRODUCT	850 x 598 x 598mm Height x Width x Depth	1x Kitchen, 1 x Staff	2
341L Top Mount Fridge Code: WTB3400WK	Westinghouse VIEW PRODUCT	1756 x 598 x 650mm Height x Width x Depth	2 x Kitchen, 1 x Staff	3
1100W Microwave with Trim Kit Code: NN-ST665B & NNTK612G	Panasonic VIEW PRODUCT	310 x 525 x 388mm Height x Width x Depth	1x Kitchen, 1 x Staff	2
Induction Cooktop Code: SI2M7953D	Smeg VIEW PRODUCT	49 x 900 x 510mm Height x Width x Depth	Kitchen	1
Electric Oven Code: OB90S9MEX3	Fisher & Paykel VIEW PRODUCT	478 x 895 x 564mm Height x Width x Depth	Kitchen	1
Undermount Rangehood Code: HP90IDCHX3	Fisher & Paykel VIEW PRODUCT	513 x 830 x 290mm Height x Width x Depth	Kitchen	1
Washing machine Code: WH8060J3	Fisher & Paykel VIEW PRODUCT	850 x 600 x 590mm Height x Width x Depth	Laundry	2
Clothes Dryer Code: DE7060G2	Fisher & Paykel VIEW PRODUCT	830 x 600 x 575mm Height x Width x Depth	Laundry	1