



**Community Depot Management
Advisory Committee Meeting**

Minutes

28 January 2016

Preface

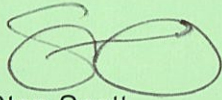
When the CEO approves these Minutes for distribution they are in essence "Unconfirmed" until the following Community Depot Management Advisory Committee Meeting, where the Minutes will be confirmed subject to any amendments made by the members of the Committee.

The "Confirmed" Minutes are then signed off by the Presiding Person.

Attachments that formed part of the Agenda, in addition to those tabled at the Meeting are incorporated into an addendum to these Minutes.

Unconfirmed Minutes

These minutes were approved for distribution on 4 February 2016.



Stan Scott
CHIEF EXECUTIVE OFFICER

Confirmed Minutes

These minutes were confirmed at a meeting held on^{28th Jan 2016}.....

Signed:.....

Note: The Presiding Member at the meeting at which the minutes were confirmed is the person who signs above.

Shire of Toodyay

COMMUNITY DEPOT MANAGEMENT ADVISORY COMMITTEE MEETING 28 JANUARY 2016

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ADDENDUM with separate index follows Item 12.

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Shire of Toodyay

COMMUNITY DEPOT MANAGEMENT ADVISORY COMMITTEE MEETING 28 JANUARY 2016

MINUTES

1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

B Lloyd, Chairperson, declared the meeting open at 5.31 pm.

2. RECORDS OF ATTENDANCE / APOLOGIES

2.1 RECORD OF ATTENDANCE

Members

| | |
|----------------------|---|
| Ms A Bell | Manager Community Development |
| Cr R Welburn | Council Member |
| Cr B Rayner | Council Member |
| Cr B Lloyd | Toodyay Seed Orchard Group Representative (Chair) |
| Mr L Owen | Toodyay Theatre Group Representative |
| Ms N Ennis | Toodyay Community Singers Representative |
| Ms A La Bouchardiere | Toodyay Farmers Market Representative |
| Ms R Davidson | Toodyay Festivals Inc Representative |
| Ms A McCandlish | Avon Woodturners Group Representative |
| Cr D Dow | Council Deputy Member |

Staff

| | |
|-----------------|----------------------------|
| Mrs D Andrijich | Events/Project Coordinator |
| Mrs M Rebane | Executive Assistant |

Visitors

Nil.

2.2 APOLOGIES

| | |
|---------------|----------------|
| Cr P Greenway | Council Member |
|---------------|----------------|

3. DISCLOSURE OF INTERESTS

The Chairperson advised that no disclosures of interest in the form of a written notice had been received prior to the commencement of the meeting.

4. PUBLIC QUESTIONS (relating to the purpose of the meeting)

4.1 RESPONSES TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

At the Community Depot Management Advisory Committee Meeting held on 10 December 2015 there were no questions taken on notice.

4.2 PUBLIC QUESTION TIME

Nil.

5. CONFIRMATION OF MINUTES

5.1 Community Depot Management Advisory Committee Meeting held on 10 December 2015.

OFFICER'S RECOMMENDATION/MOTION

MOVED R Davidson

That the Unconfirmed Minutes of the Community Depot Management Advisory Committee Meeting held on 10 December 2015 be confirmed.

MOTION CARRIED

5.2 Matters arising from previous minutes

5.2.1 Tender

Clarification was sought regarding the specifics of the awarded tender and whether the Tenderer had accepted other contracted work for concrete pads.

5.2.2 Signage

Clarification was sought regarding the signage guidelines being drafted and signs on fence that are temporary.

5.2.3 New Radio Group

Clarification was sought regarding the Incorporation of the new community radio group currently being undertaken.

5.3 Review of the CDMAC Status Report

5.3.1 Signage

Guidelines are a work in progress for all community groups.

6. PUBLIC SUBMISSIONS (relating to the purpose of the meeting)

Nil.

7. BUSINESS LEFT OVER FROM PREVIOUS MEETING (if adjourned)

Nil.

8. REPORTS OF OFFICERS

8.1 Community Depot Project – Briefing Note

| | |
|--------------|--|
| Date: | 15 January 2016 |
| Author: | D Andrijich – Events and Project Coordinator |
| Attachments: | Nil. |

PURPOSE

To provide an update on the progress of the Community Depot Project progress.

BACKGROUND

The Community Depot Management Advisory Committee at its committee meeting held on December 2015 provided comments and a recommendation to be presented at the Ordinary Meeting of Council in December. The Council resolution was as follows:

That Council authorise the CEO to:

- 1. Award the contract to the supplier of Quote No. 2 to undertake the construction of four sheds at the Community Depot site on Railway Road for \$89,432 (ex GST); and*
- 2. Outsource the sand pads and concrete slab installation to a local contractor for an approximate amount of \$20,000 (ex GST).*

Officers advised the successful Quote No 2 Action Sheds of the above, and are currently in negotiations for final shed plans, in consultation with community groups.

All community groups were contacted via email on 16 December 2015 to request final amendments to shed specifications. All responses were collated and submitted to Action Sheds on 23 December 2015. Revised shed design plans were received back and forwarded to all community groups that requested alterations for another review and final approval.

CONCLUSION

Plans are now being reviewed by Shire of Toodyay Officers in liaison with Action Sheds. Officers have requested engineered plans be submitted for the building applications. Once building approval has been issued by the Shire, construction can commence. It is anticipated that construction will commence in March 2016.

Clarification was sought regarding Public Liability Insurance and Building Insurance.

8.2 Community Depot Project – Lease Document for Groups & other matters to be considered for the Community Depot site and user groups – Briefing Note

| | |
|--------------|--|
| Date: | 15 January 2016 |
| Author: | À Bell- Manager Community Development |
| Attachments: | 1. Revised DRAFT Lease; 2. Email sent to Community Groups; 3. Works and Services Request; and 4. Site Plan. |

PURPOSE

To progress this project to the next stage, i.e. completion of Lease agreements between the Community Groups of the Community Depot and the Shire of Toodyay (**Attachment 1**).

BACKGROUND

A draft copy of the current Shire lease document were presented to the Community Groups in April 2014 and December 2015 for their review and comments.

To date there have been some comments received back from Avon Woodturners and the Seed Orchard representatives.

An email was sent on 15 January 2016 to the community groups, seeking feedback in relation to the draft Lease Agreement document. The closing date for submissions was Friday 22 January 2016. (**Attachment 2**).

Individual meetings will be organised with the ingoing groups to discuss and complete lease documents.

There are some further matters for the project/site to be discussed collectively with the Committee and these are listed below:

MINUTES OF COMMUNITY DEPOT MANAGEMENT ADVISORY COMMITTEE MEETING
HELD IN COUNCIL CHAMBERS ON 28 JANUARY 2016

MATTERS FOR CONSIDERATION / DISCUSSION

| Matters for consideration/discussion | Points raised during meeting |
|---|---|
| <ul style="list-style-type: none"> Surrounding site areas for individual sheds (i.e. 3 metre surround each building for group use): to be pegged and noted on site plan for lease agreement; | <ul style="list-style-type: none"> Flexibility in 3 metre surround; Community Groups that are branches of a State organisational body that will hold the insurance certificates on the contents policy; and On page 19 of the lease add in the words “if the lessee does not insure their contents the Shire is not liable for the replacement”. |
| <ul style="list-style-type: none"> Approvals required for any improvements, upgrades, installations in these areas: this includes plantings of any type; | <ul style="list-style-type: none"> Being mindful of the regulations regarding landscaping next to buildings; How technical do the landscaping plans need to be? Action: Manager Community Development to seek advice from Manager Works and Services; and If structural walls are being included in the plans and specifications of an internal fit out they need to be included in the planning application? |
| <ul style="list-style-type: none"> Yearly rental fee: current fee set by Council is \$140. It is suggested that the Committee consider and put forward a recommendation to Council regarding a fee for the groups on this site; Utility fees: most will be covered by Shire. However those groups with higher usage of power and water will be sub metered, with all usage amounts covered and payable by those groups; | <ul style="list-style-type: none"> Some changes from the lease supplied in December to the one supplied in January; Consensus that \$300 per year as a fee for community groups that would include electricity and cleaning is okay; Larger groups who use more power may pay more; and Manager Community Development to set up meetings with community groups and Governance Officer in relation to negotiating terms of lease agreements. |
| <ul style="list-style-type: none"> Insurance: the Shire will insure buildings and external fittings. Groups to insure internal fit outs and contents. Groups to also have \$20 million Public Liability insurance; | <ul style="list-style-type: none"> Clarification was sought in relation to Public Liability Insurance amount of \$20 million. Manager Community Development to follow up and provide feedback to community groups. |

MINUTES OF COMMUNITY DEPOT MANAGEMENT ADVISORY COMMITTEE MEETING
HELD IN COUNCIL CHAMBERS ON 28 JANUARY 2016

| Matters for consideration/discussion | Points raised during meeting |
|--|--|
| <ul style="list-style-type: none"> Rubbish disposal: domestic use only. 2 bins (one rubbish and one recycle). All other materials and large items to be disposed of by groups themselves to the Waste Transfer Station; | <ul style="list-style-type: none"> Clarification sought as to the location of the bins outside the Railway building. |
| <ul style="list-style-type: none"> Keys for groups: 2 keys per group for communal gate and building. Signed off via Shire key procedure/register. Current bond of \$50 per key payable. Locks on sheds to be keyed for access by groups only. Shire will only have access to individual community group buildings by appointment; | <ul style="list-style-type: none"> Suggest addition “unless in an emergency situation” after the words “by appointment”; Clarification regarding procedure for Visitors; All groups to be responsible for their own attendance books; and Manager Community Development to incorporate into the Housekeeping Rules procedure for visitors and assessing safety and risk of those visitors. |
| <ul style="list-style-type: none"> Cleaning of communal areas: All groups need to work together in keeping these areas clean. There is an option of engaging the Shire Cleaners for one hour, once a week. This would amount to approximately \$1,300. Current lease fees from all the groups would not cover this. To cover this it equates to approximately \$200 per group as against the \$140; | <ul style="list-style-type: none"> Roster for cleaning facilities vs incorporating into the fee a cleaner every week. |
| <ul style="list-style-type: none"> Booking of communal areas: to be organised through the Administration Centre (Customer Service) in line with all other community buildings and bookings; | <ul style="list-style-type: none"> Investigate possibility of electronic swipe key system for the Community Depot. |
| <ul style="list-style-type: none"> Site and communal area: to be requested via the process already in place for Shire | <ul style="list-style-type: none"> Clarification regarding location of forms at the central railway building. |

MINUTES OF COMMUNITY DEPOT MANAGEMENT ADVISORY COMMITTEE MEETING
HELD IN COUNCIL CHAMBERS ON 28 JANUARY 2016

| Matters for consideration/discussion | Points raised during meeting |
|--|---|
| Works and Services Requests (Attachment 3); | |
| <ul style="list-style-type: none"> • Agreement from groups for how they will work together at the Community Depot: Advisory Group to work towards Housekeeping Rules in future meeting; • The overall site is to be smoke free; • Any consumption of alcohol does require approval from the CEO as per the Shire's Local Law; and | <ul style="list-style-type: none"> • Manager Community Development advised that at the next meeting Housekeeping rules were to be discussed. |
| <ul style="list-style-type: none"> • Signage: to be considered at next meeting. Current placement of signs will need reviewing. These were placed for grant acquittal reasons. No other signs to be placed without approval please. | <ul style="list-style-type: none"> • Clarification was sought regarding compulsory signage. |

CONCLUSION

This project has been a long time in the planning and it is great to see construction finally happening in the next few weeks.

Once the buildings are completed the groups will be able to start the move into their new premises, however in order for this to happen lease agreements and the other matters listed need to be discussed and agreed upon.

9. REPORTS OF COMMITTEE MEMBERS

9.1 Site Plan

Confirmation required as all sites have been pegged out a lot closer to the drive-way than what is currently showing on the site plan.

9.2 Additional fit-outs in sheds

Members of community groups liaise with Events/Project Coordinator in respect to point in time when plumbing and electrical work beyond what has been planned can be scheduled.

10. NEW BUSINESS OF AN URGENT NATURE

Nil.

11. NEXT MEETING

The next meeting is scheduled for Thursday 28 April 2015, commencing at 5.30 pm down at the Community Depot.

12. CLOSURE OF MEETING

B Lloyd, Chairperson, declared the meeting closed at 6.40 pm.



ADDENDUM

Attachments to Minutes of the

COMMUNITY DEPOT MANAGEMENT ADVISORY COMMITTEE

28 January 2016

ADDENDUM

ATTACHMENTS TO MINUTES OF THE COMMUNITY DEPOT MANAGEMENT ADVISORY
COMMITTEE MEETING HELD IN COUNCIL CHAMBERS ON 28 JANUARY 2016

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| 2. | Email sent to Community Groups; | 30 |
| 3. | Works and Services Request; and | 32 |
| 4. | Site Plan. | 33 |



STATUS REPORT

Community Depot Management Advisory Committee

Including Recommendations made to Council, Action List and Completed items

| Recommendations made to Council | | | | | |
|--|------|-------------------------------------|---------------|--|----------|
| Meeting Date | Item | Title/Description of Item | Resp. Officer | Proposed / Notes / Actions to be taken | Deadline |
| 28/01/2016 CDMAC Meeting | | No recommendations made to Council. | | | |

| ACTION LIST (responses provided regarding other matters) | | | | | |
|---|-------|---|---------------|--|--|
| Meeting Date | Item | Title/Description of Item | Resp. Officer | Status / Action / Notes or Comment | |
| CDMAC 10/12/2015 Action List Item | 5.2.1 | Community Radio Lease | MCD | <ul style="list-style-type: none"> A new Radio Group are interested in retaining the room that was originally allocated to Toodyay Community Radio. Request: hold room for this new radio group | |
| 22/10/15 CDMAC Meeting | 9.2 | Seed Orchard | MCD | Draft Signage Guidelines to be provided. | |
| 28/01/2016 CDMAC Meeting | 8.2 | Community Depot Project – Lease Document for Groups & other matters to be considered for the Community Depot site and user groups – Briefing Note | MCD | <ul style="list-style-type: none"> On page 19 of the lease add in the words “if the lessee does not insure their contents the Shire is not liable for the replacement”. Landscaping plans - seek advice from Manager Works and Services. | |



STATUS REPORT

Community Depot Management Advisory Committee

Including Recommendations made to Council, Action List and Completed items

| ACTION LIST (responses provided regarding other matters) | | | | |
|---|-------------|---|----------------------|--|
| Meeting Date | Item | Title/Description of Item | Resp. Officer | Status / Action / Notes or Comment |
| 28/01/2016 CDMAC Meeting | 8.2 | Community Depot Project – Lease Document for Groups & other matters to be considered for the Community Depot site and user groups – Briefing Note | MCD | <ul style="list-style-type: none"> • Set up meetings with community groups and Governance Officer in relation to negotiating terms of lease agreements; • Set fee to \$300 in lease agreements; • Include set fee in the Schedule of Fees and Charges in the 2016/2017 Annual Budget. • Seek clarification in relation to Public Liability Insurance amount of \$20 million and provide feedback to community groups; • Suggest addition “unless in an emergency situation” after the words “by appointment”; • Incorporate into Housekeeping Rules Visitors procedure and assessing safety and risk of those visitors; • Investigate possibility of electronic swipe key system for the Community Depot; and • Provide DRAFT Housekeeping rules at April meeting. |



STATUS REPORT Community Depot Management Advisory Committee

Including Recommendations made to Council, Action List and Completed items

| COMPLETED RECOMMENDATIONS (to Council) and ACTIONS completed. | | | | | |
|--|-------------|----------------------------------|----------------------|--|-----------------------|
| Meeting Date | Item | Title/Description of Item | Resp. Officer | Status / Action / Notes | RESOLUTION NO. |
| CDMAC 10/12/15 | 8.1 | Briefing Note | MCD | That Council authorise the CEO to: 1. Award the contract to the supplier of Quote No. 2 to undertake the construction of four sheds at the Community Depot site on Railway Road for \$89,432 (ex GST); and 2. Outsource the sand pads and concrete slab installation to a local contractor for an approximate amount of \$20,000 (ex GST). | December 277/12/15 |



LEASE AGREEMENT

TOODYAY COMMUNITY [] INC.

SHIRE OF TOODYAY

15 Fiennes Street
(PO Box 96)
TOODYAY WA 6566

and

[] INC.

TOODYAY WA 6566

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EXECUTED on the

day of

2016

The **SHIRE OF TOODYAY** of 15 Fiennes Street Toodyay in the State of Western Australia
(the **Lessor**)

and

[
Lessee)

] **Inc.** of [

], Toodyay in the said State (the

Background

- A. The Lessor is the registered proprietor of the Land.
- B. The Lessor has agreed to grant to the Lessee a lease of the Land on the provisions of this Lease.
- C. Subject Land means the building and surrounds known as “Toodyay Community Depot” described as Lot [] Railway Terrace Toodyay and being the whole of the land comprised in Certificate of Title Volume [] Folio [] owned by the Shire of Toodyay for Community purposes.
- E. The Lessee is a Community based not for profit incorporated association.

The Parties agree:

1. **DEFINED TERMS**

In this Lease:

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 Lessee; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

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 3 of the Schedule;

Common Areas are all those parts of the Premises as coloured blue in Annexure A.

Further Term means the further term specified in Item 4 of the Schedule;

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

Interest Rate means the Interest Rate set in accordance with Section 6.51 of the *Local Government Act 1995*;

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

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

Leased Premises are all those portions of the Premises as described in Schedule A and coloured yellow in Annexure A;

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

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

Management Committee means the Management Committee constituted by Council under the *Local Government Act 1995*;

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 purpose set out in Item 7 of the Schedule;

Premises means the land and building or buildings constructed by the lessor on the land described at Item 1 of the Schedule;

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

Rent Period means each period from the Commencement Date or a Rent Review Date to the next Rent Review Date or Termination, as appropriate in a particular instance;

Rent Review Date means the dates identified in Item 8 of the Schedule;

Schedule means the Schedule to this Lease;

Term means the time period specified in Item 2 of the Schedule and includes any Further Term granted under clause 17 or any period of holding over consented to under clause 18;

Termination means the date of:

- (a) expiry of the Term by effluxion of time;
- (b) sooner determination of the Term; or

- (c) determination of any period of holding over.

2. INTERPRETATION

In this Lease, unless expressed to the contrary:

- (a) Words importing:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender include each gender;
- (b) 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 instrument 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.
- (c) The covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
 - (ii) a covenant to do everything necessary to ensure that that act or thing is not done or omitted to be done.
- (d) Except in the Schedule, headings do not affect the interpretation of this Lease; and
- (e) If a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. GRANT OF LEASE

The Lessor leases to the Lessee the Premises for the term specified in Item 2 of the Schedule, subject to:

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

4. QUIET ENJOYMENT

Except as provided in this Lease 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. COMMON AREAS

The Lessor will be responsible for the cleaning of the Common Areas.

The Lessee shall maintain the Common Areas in a tidy manner.

6. RENT AND OTHER PAYMENTS

6.1 Amounts to be Paid by Lessee

The Lessee agrees:

- (a) to pay to the Lessor the Rent in the manner set out at Item 5 of the Schedule from the Commencement Date clear of any deductions;

- (b) to pay punctually to the Lessor, or to such person as the Lessor may from time to time direct, all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (i) local government rates, service charges and charges;
 - (ii) land tax on a single ownership basis; and
 - (iii) 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 as set out in Schedule A;
 - (iv) without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate;
- (c) to pay to the Lessor on demand:
 - (i) any registration fees in connection with this Lease; and
 - (ii) all legal costs of and incidental to the instructions for the preparation and execution of this Lease and all copies; and
- (d) to pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (i) the Amounts Payable for obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (ii) any breach of covenant by the Lessee or an Authorised Person;
 - (iii) 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;
 - (iv) any work done at the Lessee's request; and
 - (v) any action or proceedings arising out of or incidental to any matters referred to in this paragraph (iv) or any matter arising out of this Lease.

6.2 Payment of Money

Any amounts payable to the Lessor under this Lease shall be paid to the Lessor at the address of the Lessor referred to in this Lease or as otherwise directed by the Lessor by Notice from time to time.

7. RENT REVIEW

- (a) 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.

- (b) The Lessor will review and determine, in its absolute discretion, the reviewed Rent for each successive Rent Review Date during the Term.
- (c) If the Lessor elects not to review rent in the manner described in paragraph (b) the method for calculating the reviewed Rent for each successive Rent Review Date during the Term will be by reference to CPI.
- (d) Notwithstanding the provisions in paragraphs (a) to (d), the Rent payable from any Rent Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date
- (e) The Lessor may institute a rent review notwithstanding that 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 determined will date back to and be payable from the Rent Review Date for which such review is made.

8. INSURANCE

8.1 Insurances to be Effected

- (a) The Lessee must:
 - (i) effect and maintain with insurers approved by the Lessor, and with the respective rights and interests in the Premises of both the Lessor and the Lessee noted on the policy, adequate public liability insurance for a sum not less than the sum set out at Item 6 of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require; and
 - (ii) effect and maintain insurance of all the Lessee's plant, equipment and all other contents within the leased premises against damage by fire, water, flood, theft, lightning, earthquake, storm and tempest and such other risks as the Lessor or Lessee may require.
- (a) The Lessor must insure of the Premises to the full insurable value on a replacement or reinstatement value basis against damage arising from fire, tempest, storm, earthquake, explosion, aircraft or other aerial device including items dropped from any device, riot, strike, commotion, flood, lightning, act of God, fusion, smoke, flood, water damage, leakage, impact by vehicle, machinery breakdown, malicious acts or omissions and other standard insurable risks.

8.2 Details and Receipts

In respect of the insurances required by subclause (7.1) the Lessee must:

- (a) on demand supply to the Lessor details of the insurance and give to the Lessor copies of each policy;
- (b) promptly pay all premiums and on demand produce to the Lessor each receipt for premiums paid or each certificate of currency issued by the insurers approved by the Lessor; and

- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under, or which could prejudice, a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

8.3 Not to Invalidate

The Lessee must:

- (a) not do or omit to do any act or thing or bring or keep anything on the Premises which might;
 - (i) render the insurance on the Premises or any adjoining premises void or voidable; or
 - (ii) cause the rate of a premium to be increased for the Premises or any adjoining premises.
- (b) pay any increase in the rate of a premium referred to in paragraph (a)(ii) on the demand of the Lessor.

8.4 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

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

8.5 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 subclause 7.1.

8.6 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 policy of insurance required by subclause 7.1;
- (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 insurance policies required by subclause 7.1;
- (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 an absolute owner.

9. INDEMNITY

- (a) The Lessee indemnifies the Lessor against any liability or loss arising from and any costs charges and expenses incurred in connection with:
 - (i) damage to the Premises, or any loss of or damage to anything on it; and
 - (ii) injury or damage to any person or thing on the Premises, whether or not arising from the use of the Premises prior to the Commencement Date,

and for which the Lessor becomes liable.

- (b) The Lessee's obligation to indemnify the Lessor under this Lease or at law is not affected by the Lessee's obligation to insure under clause 7 or at law and the indemnity under subclause (a) is paramount.
- (c) If insurance money is received by the Lessor for any of the obligations set out in this clause, then the Lessee's obligations under subclause (a) will be reduced by the extent of such payment.

10. LIMIT OF LESSOR'S LIABILITY

- (a) The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.
- (b) 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. KEYS AND ACCESS

- (a) The Lessor will supply keys to the Lessee for access to Common Areas only.
- (b) The Lessee shall be responsible for opening and securing the Leased Premises.
- (c) A refundable key bond as per the Shire's current Schedule of Fees and Charges will be charged for each key.
- (d) Duplicate or additional keys are not to be cut by the Lessee [are the sole responsibility of the Lessee.]
- (e) The Lessee must book the use of Common Areas through the Shire of Toodyay Administration.

12. MAINTENANCE, REPAIR AND CLEANING

The Lessee must:

- (a) maintain the Premises at its own expense, such maintenance is to include (but not limited to) managing, cultivating, mowing and maintaining any lawns or gardens on the Premises according to best practice for comparable premises;

- (b) 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;
- (c) at all times keep the Premises clean, tidy, unobstructed and free from rubbish and debris and do all things necessary to ensure that no fire risk exists at any time; and
- (d) dispose of general refuse as set out in Item 9 in Schedule A.

13. ALTERATIONS

- (a) The Lessee must not:
 - (i) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises;
 - (ii) erect or construct any building on the Premises;
 - (iii) remove any flora, trees 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, except as may be required to comply with the Lessee's obligations under clause 10(a);
 - (iv) make any alteration to the external elevation of the land comprising part of the leased Premises;
 - (v) remove any building or improvement on the leased Premises or make or permit to be made any structural alterations or additions to the leased Premises nor erect or permit to be erected any building or fence nor install any electrical or gas equipment fixtures or apparatus for heating cooling air conditioning ventilating or illuminating the leased Premises,

unless the Lessee has obtained the prior written consent:

- (i) of the Lessor;
 - (ii) of any other person from whom consent is required under this Lease; and
 - (iii) of any other person as may be required under any statute in force from time to time.
- (b) If the Lessor,
 - (i) and any other person whose consent is required under this Lease or at law consents to any matter referred to in subclause (a) the Lessor may:
 - A. consent subject to conditions;
 - B. require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and

- C. require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (ii) consents to any matter referred to in subclause (a):
 - A. the Lessee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.
- (c) All works undertaken under this clause will be carried out at the Lessee's expense.
- (d) 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:
 - (i) carry out those other works at the Lessee's expense; or
 - (ii) permit the Lessor to carry out those other works at the Lessee's expense,in accordance with the Lessor's requirements.

14. USE

- (a) The Lessee must not and must not suffer or permit a person to:
 - (i) use the Premises for any purpose other than for the Permitted Purpose;
 - (ii) use the Premises for any purpose which is not permitted under any town planning scheme or any law relating to health;
 - (iii) do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;
 - (iv) do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
 - (v) store any dangerous compound or substance on or in the Premises unless in connection with the use of the Premises for the Permitted Purpose and then in accordance with any requirements under any statute relating to that compound or substance;
 - (vi) do any act or thing which might result in harm to any part of the Premises; or
 - (vii) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

- (b) The Lessor gives no warranty as to any additional use except as described in Item 7 of the Schedule.
- (c) The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.
- (d) The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in subclauses (a) to (c).

15. RIGHT OF ENTRY

- (a) The Lessee or any Authorised Person must permit entry by the Lessor or any person authorised by the Lessor on reasonable notice, except in the case of an emergency, onto the Premises:
 - (i) at all reasonable times;
 - (ii) with or without workmen and others;
 - (iii) with or without plant, equipment, machinery and materials; and
 - (iv) for each of the following purposes:
 - A. to ensure compliance with the provisions of this Lease;
 - B. 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;
 - C. to comply with the Lessor's Obligations under this Lease or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - D. to do all matters or things to rectify any breach by the Lessee of the Lessee's Obligations, but the Lessor is under no obligation to rectify any breach, and any rectification under this subparagraph is without prejudice to the Lessor's other rights, remedies or powers under this Lease.
- (b) All costs and expenses incurred by the Lessor as a result of any breach referred to in subclause (a)(iv) together with any interest payable on such sums, will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.
- (c) The Lessor grants unfettered access to the Lessee from the Harper Street vehicle entrance across the Lessors adjoining land area to access the Lease area to enable the construction of future buildings and for the normal operations of the premises subject to:
 - (i) access only being to the extent required to access the lease area;

- (ii) no access to any buildings on the lessors land area without the express permission of the Lessor;
- (iii) all steps are to be taken to avoid causing damage to the Lessors land or property; and
- (iv) any damage caused by the Lessee whilst on the Lessors land is to be repaired at the Lessee's cost.

16. STATUTORY OBLIGATIONS & NOTICES

- (a) The Lessee must:
 - (i) comply promptly with all statutes relating to the Premises or to the Lessee's use of the Premises;
 - (ii) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises for the Permitted Purpose; and
 - (iii) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries out on the Premises.
- (b) The Lessee indemnifies the Lessor against:
 - (i) failing to perform, discharge or execute any of the items referred to in subclause (a); and
 - (ii) any claims, demands, costs or other payments of or incidental to any of the items referred to in subclause (a).

17. 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;
- (b) any occurrence or circumstances in or near the Premises, other than the carrying out of the Permitted Purpose, 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 give them to the Lessor.

18. DEFAULT

- (a) A default occurs if:
 - (i) any Amounts Payable remain unpaid for 28 days after becoming due whether or not a demand or Notice has been given to the Lessee;

- (ii) the Lessee is in breach of any of the Lessee's Obligations (other than the covenant to pay the Amounts Payable) for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
 - (iii) an order is made or a resolution effectively passed for the winding up of the Lessee unless the winding up is for the purpose of amalgamation or reconstruction;
 - (iv) a mortgagee takes possession of the property of the Lessee under this Lease;
 - (v) any execution or similar process is made against the Lessee's property on the Premises;
 - (vi) the Premises are vacated by the Lessee prior to Termination; or
 - (vii) a person other than the Lessee or a permitted licensee, sublessee or assignee is in occupation or possession of the Premises or in receipt of rents or profits.
- (b) On the occurrence of any of the events of default specified in subclause (a) the Lessor may:
- (i) without Notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
 - (ii) by Notice to the Lessee determine this Lease and from the date of giving such Notice this Lease will be absolutely determined; and
 - (iii) 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.

- (c) If the Lessee:
- (i) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
 - (ii) does or fails to do anything which constitutes a breach of the Lessee's Obligations,

then the Lessor may at its discretion, without affecting any right, remedy or power arising from that default pay the money due or do any act to remedy the breach 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 costs and expenses of remedying each breach or default.

- (d) 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 provisions of this Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.
- (e) Each of the Lessee's Obligations in clauses 5 (Rent and Other Payments), 7 (Insurance), 8 (Indemnity), 12 (Use), 22 (Assignment, Subletting and Charging) and 33 (Goods and Services Tax) is an essential provision of this Lease, but this subclause does not mean or imply that there are no other essential provisions in this Lease.
- (f) If the Lessee breaches an essential provision of this Lease then, in addition to any other remedy or entitlement of the Lessor:
 - (i) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential provision;
 - (ii) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential provision; and
 - (iii) the Lessee covenants with the Lessor that if the Term is determined:
 - A. for breach of an essential provision or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - B. 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

- (g) The Lessee agrees that the covenant set out in subclause (f)(iii) will survive termination or any deemed surrender at law of the estate granted by this Lease.
- (h) The Lessee may deduct from the amounts referred to in subclause (f)(iii) the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of the determination of this Lease and the date on which the Term would have expired by effluxion of time.
- (i) The Lessor must take reasonable steps to mitigate its losses and endeavour to relet the Premises at a reasonable rent and on reasonable provisions, but the Lessor is not required to offer or accept rent or provisions which are the same or similar to the Rent or provisions contained or implied in this Lease.

19. OPTION TO RENEW

- (a) If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice stating that the Lessee wishes to exercise the option in this clause 17 and:
 - (i) all consents and approvals required by the provisions of this Lease or at law have been obtained; and
 - (ii) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - A. the payment of Amounts Payable; or
 - B. the performance or observance of the Lessee's Obligations,

the Lessor will grant the Lessee a lease for the Further Term at the Rent and on the same terms and conditions as this Lease other than this clause.

- (b) Upon the valid exercise of the option to extend this Lease for the Further Term under subclause (a), the Lessee shall prior to the expiration of the Term by effluxion of time, execute a deed recording the extension of this Lease prepared by the Lessor's solicitors.
- (c) The Lessee shall pay to the Lessor on demand all of the costs of the Lessor's solicitors in preparing the deed of extension of this Lease referred to in subclause (b).

20. HOLDING OVER

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same provisions 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.

21. RESTORE PREMISES

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

22. YIELD UP THE PREMISES

- (a) On Termination the Lessee must:
 - (i) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
 - (ii) surrender to the Lessor all keys and security access devices and combinations for locks providing access to or within the Premises held by the Lessee, whether or not provided by the Lessor.
- (b) The Lessee's obligation under subclause (a) will survive Termination.

23. REMOVAL OF PROPERTY FROM PREMISES

- (a) Prior to Termination, the Lessee must remove from the Premises all property of the Lessee including the Lessee's fixtures and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal of that property or fixtures.
- (b) On re-entry, if any property has not been removed under subclause (a) the Lessee is to be taken to have transferred all right, title and interest in that property to the Lessor, and the Lessor may use or dispose of that property in any manner it considers fit.

24. ASSIGNMENT, SUBLETTING AND CHARGING

- (a) The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under this Lease or at law.
- (b) Sections 80 and 82 of the *Property Law Act 1969* are excluded.
- (c) The Lessee must not mortgage or charge the Premises.

25. ACTS BY AGENTS

- (a) 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 agent, solicitor, contractor or employee of the Lessor.
- (b) 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.

26. STATUTORY POWERS

The powers conferred on the Lessor by or under any statutes are, except to the extent that they are inconsistent with the provisions of this Lease, in addition to the powers conferred on the Lessor in this Lease.

27. NOTICE

- (a) A Notice to a Party must be in writing and may be given or made:
 - (i) by delivery to the Party personally; or
 - (ii) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.
- (b) A Notice to a Party is deemed to be given or made:
 - (i) if by personal delivery, when delivered;

- (ii) if by leaving the Notice at an address specified in subclause (a)(i), at the time of leaving the Notice, provided the Notice is left during normal business hours; and
 - (iii) if by post to an address specified in subclause (a)(ii), on the second business day following the date of posting of the Notice.
- (c) A Notice to a Party may be signed:
- (i) if given by an individual, by the person giving the Notice;
 - (ii) if given by a corporation, by a director, secretary or manager of that corporation;
 - (iii) if given by a local government, by the CEO; or
 - (iv) by a solicitor or other agent of the individual, corporation or local government giving the Notice.

28. 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 extent 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.

29. DISPUTES

- (a) Except as otherwise provided, any dispute arising out of this Lease is to be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985* and the Lessor and the Lessee may each be represented by a legal practitioner.
- (b) The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee, then the Lessor will refund to the Lessee the money paid.

30. 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.

31. 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 provisions of this Lease do not, to the fullest extent permitted by law, apply to limit the provisions of this Lease.

32. FURTHER ASSURANCE

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

33. WAIVER

- (a) A failure by the Lessor to exercise or its delay in exercising any right, power or privilege in this Lease does not operate as a waiver of that right, power or privilege.
- (b) 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.

34. GOODS AND SERVICES TAX

34.1 Definitions

The following definitions apply for the purpose of this clause:

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

34.2 Lessee to Pay GST

- (a) 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.
- (b) The Lessee must pay any increase referred to at paragraph (a) whether it is the Lessee or any other person who takes the benefit of any Supply.
- (c) 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.

34.3 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 subclause 33.2(b) 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.

34.4 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.

34.5 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.

34.6 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.

34.7 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.

35. CAVEAT

35.1 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 Crown Land Title for the Land, to protect the interests of the Lessee under this Lease.

35.2 CEO and 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:

- (a) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (b) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (c) 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.

36. INDEMNITY AND RATIFICATION

36.1 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under clause 34.

36.2 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising from any act done under clause 34; and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under clause 34.

37. TERMINATION

- (a) Provided the Lessee is not in default under this Lease, the Lessee shall have the right to terminate the Lease, by providing the Lessor with ninety (90) days advance written notice.
- (a) The Lessor shall have the right to terminate the Lease, by providing the Lessee with ninety (90) days advance written notice.

Executed as an Agreement

The COMMON SEAL of the)
SHIRE OF TOODYAY)
was hereunto affixed by authority)
of Council and in the presence of)

Shire President

Chief Executive Officer

Name of President
(PLEASE PRINT)

Name of Chief Executive Officer
(PLEASE PRINT)

Date

Date

SIGNED for and on behalf of the)
[_____ **Inc.**])

President

Secretary

Name
(PLEASE PRINT)

Name
(PLEASE PRINT)

Date

Date

SCHEDULE A

Item 1 Land and Premises

Land

Lot [] on Deposited Plan [] being the whole of the land in Certificate of Title Volume [] Folio [] and also known as [] Railway Road, Toodyay WA.

Premises

The Land and any and all improvements installed on the Land during the Term.

Item 2 Term

5 years.

Item 3 Commencement Date

The date of Execution.

Item 4 Further Term

5 years

Item 5 Rent and Other Payments

Rent

[\$300.00] per annum exclusive of GST payable in advance or as per the Shire of Toodyay Schedule of Fees and Charges.

Charges – Water, Electricity

Woodturners
Seed Orchard

Item 6 Public Liability Insurance

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

Item 7 Permitted Purpose

The permitted purpose and use of the Community Depot Shed by the [] Group is to be consistent at all times with the recognised activities of the [] Group.

Item 8 Rent Review Dates

Rent reviews will occur on the first anniversary of the Commencement Date and each year after that.

Item 9 Waste Management and Cleaning

The Lessor will provide to the Lessee [2] 'Wheelie' bins to be used for disposal of general waste and will be emptied on a regular basis by the Lessor.

The Lessor will be responsible for the cleaning of the Common Areas.

Audrey Bell

From: Audrey Bell
Sent: Friday, 15 January 2016 1:46 PM
To: Stan Scott; Events; Governance; Maria Rebane; Avon Woodturners; Farmers Markets; jdevlin@westnet.com.au; Max and Millie Heath (maxmillie@westnet.com.au); Roz Davidson (justroz@iinet.net.au); Seed Orchard; Theatre Group; Theatre Group; Toodyay Community Singers
Cc: Records Officer
Subject: Any questions regarding Draft copy of lease agreement - please send back via return email by 22 January 2015

Dear Community Depot – Community Group

Happy New Year to you and your groups!

At our last meeting, Lease Agreements were starting to be re-discussed. A copy of the lease agreement which the Shire uses for all other leases was handed out for you to review with your various groups/committees. In the meantime myself, Debra and our Governance Officer – Merridith met to review the same document.

The format of the document will be updated slightly with a copy included as part of the next Agenda for our meeting later this month.

To assist in progressing this next step of the project along – i.e. signing of these lease agreements – **can you please forward through your current queries on the draft agreement via return email by Friday 22 January**, so that we can endeavour to answer your queries at the January meeting.

Following the January meeting, individual appointments will be organised with the groups for the signing of the agreements.

Kind Regards,

Audrey

Audrey Bell
MANAGER COMMUNITY DEVELOPMENT

Shire of Toodyay
PO Box 96
TOODYAY WA 6566

Phone: (08) 9574 2754
Fax: (08) 9574 2158

E: mcd@toodyay.wa.gov.au
W: www.toodyay.wa.gov.au



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Please consider the environment before printing this email

Request for Works or Services

Name: _____ Date: _____

Address: _____

Email: _____ Phone: _____

Location of Problem: _____

Description of Problem: _____

Records Officer to Complete

Recorded Incoming: Date: _____

Request Forwarded to: _____ Date: _____

Depot/Building Services to complete & return to Records Officer

Works Completed by: _____ Date: _____

Comments: _____

Records Officer to Complete

Job completed/Record Closed: Date: _____

Recorded in CIB Register: Date: _____

For further comments please turn over.



TOODYAY COMMUNITY DEPOT

MASTERPLAN

Revision: B
 Date: 25 Jun 2015
 Scale: 1:500 @ A3
 Drawn By: A. Telle
 Page: 1 of 1

