



**Community Depot Management  
Advisory Committee Meeting**

**Minutes**

**10 December 2015**

## 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 14 December 2015.



Stan Scott  
**CHIEF EXECUTIVE OFFICER**

## Confirmed Minutes

These minutes were confirmed at a meeting held on 28<sup>th</sup> January 2016

Signed:  .....

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

# Shire of Toodyay

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## COMMUNITY DEPOT MANAGEMENT ADVISORY COMMITTEE MEETING 10 DECEMBER 2015

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**ADDENDUM** with separate index follows Item 12.

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# Shire of Toodyay

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## COMMUNITY DEPOT MANAGEMENT ADVISORY COMMITTEE MEETING 10 DECEMBER 2015

# MINUTES

### 1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

B Lloyd, Chairperson, declared the meeting open at 5.30 pm.

### 2. RECORDS OF ATTENDANCE / APOLOGIES

#### 2.1 RECORD OF ATTENDANCE

##### Members

B Lloyd	Toodyay Seed Orchard Group Representative (Chair)
Ms A Bell	Manager Community Development
Cr R Welburn	Council Member
Cr P Greenway	Council Member
Cr B Rayner	Council Member
Ms J Devlin	Toodyay Festivals Inc Representative
Ms T Young	Toodyay Community Singers Representative
Mr D Doye	Avon Woodturners Group Representative

##### Staff

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

##### Visitors

Ms R Davidson	Toodyay Festivals Inc Representative
Ms N Ennis	Toodyay Community Singers

#### 2.2 APOLOGIES

Ms A McCandlish	Avon Woodturners Group Representative
Mr S Scott	Chief Executive Officer

### 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 22 October 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 22 October 2015.**

**OFFICER'S RECOMMENDATION/MOTION**

**MOVED** Cr Greenway

That the Unconfirmed Minutes of the Community Depot Management Advisory Committee Meeting held on 22 October 2015 be confirmed.

**MOTION CARRIED**

**5.2 Matters arising from previous minutes**

**5.2.1 Community Radio Lease**

**Points raised as follows:**

- 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.

Summary of Question One

Has Toodyay Community Radio been advised that their lease has been terminated?

*The Manager Community Development advised that they had been contacted by the CEO.*

**5.2.2 Shed from the Parks and Gardens Depot**

Summary of Question Two

Have the Farmer's Market responded to the offer from the Toodyay Seed Orchard to be given the shed that the Seed

Orchard Group had been using at the Old Parks and Gardens Depot?

*The Events/Project Coordinator advised that the understanding was that the offer was not to a particular group and that the CEO had relayed to a previous CDMAC meeting that the Farmer's Market was not to be excluded from the Community Depot Project. The Events/Project Coordinator took this question on notice and will provide clarification at the next CDMAC meeting in January 2016.*

### **5.3 Review of the CDMAC Status Report**

Nil.

### **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 Briefing Note from Events/Project Coordinator**

*Updated Briefing Note tabled at 5.42 pm.*

*Attachment: Map*

#### **PURPOSE**

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

#### **SUMMARY OF THE FACTS**

Request for Tender was advertised in the West Australian on 26 August 2015 and lodged through [www.tenderlink.com](http://www.tenderlink.com)

The Tenders were opened on 29 September 2015 in the presence of two employees namely; Debra Andrijich and Merridith Lamb, in accordance with regulation 16(3) of the *Local Government (Functions and General) Regulations 1996*.

Four submissions were received through the Tenderlink Portal. All submissions received were quoted well above allocated budget, with all submissions being a minimum \$74,000 over budget.

Further discussions were undertaken with the CDMAC to ascertain how costs could be reduced. A summary of comments and recommendations was provided at the Ordinary Meeting of Council held on 27 October 2015 where Council resolved (Resolution No 216/10/15) as follows:

MINUTES OF COMMUNITY DEPOT MANAGEMENT ADVISORY COMMITTEE MEETING  
HELD IN COUNCIL CHAMBERS ON 10 DECEMBER 2015

That Council:

1. In accordance with *Local Government (Functions and General) Regulations 1996 Part 4* not accept any of the four tenders as all submissions received were individually quoted from \$74,000 to \$159,000 over budget;
2. Seek further quotes for the shed supply and construction with amended specifications as determined by the Community Depot Management Advisory Committee;
3. Seek separate quotes for the installation of concrete slabs from a local contractor; and
4. Note that if necessary Council may allocate additional funds from the Asset Development Reserve if final quotes continue to exceed the budget.

**Key Considerations:**

Council has allocated \$187,500 in the 2015/2016 budget, this allocation is distributed as follows;

Q126	Sheds	\$102,500
Q126	Accessible Toilet	\$ 30,000
Q155	Driveway & Car park	\$ 35,000
Q155	Water & Power install	\$ 20,000

**Further consultation:**

Further negotiations with community groups has resulted in the Community Singer's Group taking up the offer to utilise a room including additional storage at the old Railway building. This means that Shed 2 could be smaller, thereby resulting in a further cost reduction.

Officers undertook a request for quotes with amended specifications through the Tenderlink website. The quotes were opened on 27 November 2015 in the presence of Debra Andrijich and Merridith Lamb. Six submissions were received and are summarised as follows:

	Quote 1	Quote 2	Quote 3	Quote 4	Quote 5	Quote 6
<b>Total of four sheds including concrete (ex GST)</b>	\$140,251	\$116,855	\$130,070	\$176,899	\$129,603	\$119,790
<b>Without Concrete</b>	\$113,263	\$ 91,644	\$114,934	\$138,561	\$ 97,116	\$ 93,290

As indicated above, now that the size of Shed 2 has been decreased, savings have been found through negotiating with the community groups.



MINUTES OF COMMUNITY DEPOT MANAGEMENT ADVISORY COMMITTEE MEETING  
HELD IN COUNCIL CHAMBERS ON 10 DECEMBER 2015

Six submissions were received and all quotes were still higher than the original budget allocation.

Further negotiations were undertaken with the companies who supplied quotes, to exclude the concrete slabs (which will be outsourced locally), providing amended quotations as follows;

	Quote 1	Quote 2	Quote 3	Quote 4	Quote 5	Quote 6
<b>Total of four sheds including concrete (ex GST)</b>	\$140,251	\$116,855	\$130,070	\$176,899	\$129,603	\$119,790
<b>Without Concrete</b>	\$113,263	\$ 91,644	\$114,934	\$138,561	\$ 97,116	\$ 93,290
<b>Negotiated price without concrete (ex GST)</b>	\$102,834	\$89,432	\$103,868	\$138,561	\$103,098	\$ 92,463

### **Conclusion**

By choosing the supplier of Quote No 2 for \$89,432 (ex GST) and outsourcing sand pads and concrete slabs locally (quoted at approximately \$20,000 ex GST) total Shed build cost \$109,432 (ex GST) this project can commence with some minor budget consideration.

### **OFFICER'S RECOMMENDATION**

That the CDMAC recommends to Council the following:

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).

*The Events/Project Coordinator provided an overview of the contents of the updated briefing note, tabled at 5.42 pm.*

*Clarification was sought in relation to the sheds and the quotations.*

**OFFICER'S RECOMMENDATION/MOTION**

**MOVED** Cr Rayner

The Community Depot Management Advisory Committee recommends to Council the following:

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).

**MOTION CARRIED**

**9. REPORTS OF COMMITTEE MEMBERS**

**9.1 Toodyay Festivals**

Storage of costumes – area required – until the sheds are built.

*The Events/Project Coordinator indicated that an area could be given temporarily.*

**9.2 Other Groups interest in Community Depot**

The Toodyay Community Bus, Toodyay Chamber of Commerce, Toodyay Naturalist Club and Toodyay Friends of the River have contacted the Shire in relation to being included in the Community Depot.

*The Manager Community Development advised that once this project is completed for the groups that have been on board from the beginning the doors can be reopened again for other groups.*

*The Manager Community Development advised that in the meantime, any minor storage issues can be sought through liaison with the Events/Project Coordinator and the Manager Community Development for a solution.*

**9.3 Access to the Community Depot**

**Points raised as follows:**

- Construction in late January / early February 2016 – meaning the Community Depot would be off-limits to community groups until construction is complete;

- Construction time period is 4-5 weeks;
- Contingency if construction time exceeds this period;
- Events/Project Coordinator to be contacted and liaison with Shire Staff can provide opportunities for access.

#### **9.4 Toodyay Community Singers**

President and Musical Director thanked Events/Project Coordinator for her assistance in the negotiations process with the group.

#### **9.5. Events/Project Coordinator**

##### **Points raised as follows:**

- Methodology of roll-out of Community Depot;
- Fit-out of Railway Building;
- Booking system for meetings;
- Lease Agreements;
- Signage Policy being worked on;
- Liaise with Events/Project Coordinator if any queries.

##### **9.5.1 Toodyay Seed Orchard Group**

###### **Points raised as follows:**

- Toodyay Seed Orchard Group require a lease ASAP;
- Lease to clarify what they can do in their area and to also delineate ownership of the infrastructure in situ and responsibilities thereto;
- Building application/ certified drawings;
- Planting of trees and positioning of garden beds;
- Sign for composting facility available; and
- Draft lease for the next meeting.

*The Manager Community Development tabled a lease document provided to the Community Depot Management Advisory Committee in April 2014. This document was tabled at 6.33 pm.*

**Action:** Community Groups to write down their requirements once they look at the lease provided and liaise with Events/Project Coordinator in the New Year.

**10. NEW BUSINESS OF AN URGENT NATURE**

Nil.

**11. NEXT MEETING**

The next meeting is scheduled for 28 January 2016, commencing at 5.30 pm.

**12. CLOSURE OF MEETING**

The Chairperson declared the meeting closed at 6.26 pm.



## **ADDENDUM**

Attachments to Minutes of the

## **COMMUNITY DEPOT MANAGEMENT ADVISORY COMMITTEE**

**12 December 2015**





**ADDENDUM**  
ATTACHMENTS TO MINUTES OF THE COMMUNITY DEPOT MANAGEMENT ADVISORY  
COMMITTEE MEETING HELD IN COUNCIL CHAMBERS ON 12 DECEMBER 2015

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<b>9</b>	<b>REPORTS OF COMMITTEE MEMBERS</b>	<b>10</b>
9.5.1	Toodyay Seed Orchard Group	
	<u>Tabled document at 6.33 pm.</u>	
	<i>Draft Lease Document</i>	10





## STATUS REPORT

# Community Depot Management Advisory Committee

Including Recommendations made to Council, Action List and Completed items

<b>Recommendations made to Council</b>					
<b>Meeting Date</b>	<b>Item</b>	<b>Title/Description of Item</b>	<b>Resp. Officer</b>	<b>Proposed / Notes / Actions to be taken</b>	<b>Deadline</b>
CDMAC 10/12/15	8.1	Briefing Note	MCD	<p>That the CDMAC recommends to Council the following:</p> <ol style="list-style-type: none"><li>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</li><li>2. Outsource the sand pads and concrete slab installation to a local contractor for an approximate amount of \$20,000 (ex GST).</li></ol>	December



# STATUS REPORT

## Community Depot Management Advisory Committee

Including Recommendations made to Council, Action List and Completed items

<b>ACTION LIST (responses provided regarding other matters)</b>				
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"> <li>A new Radio Group are interested in retaining the room that was originally allocated to Toodyay Community Radio. <b>Request: hold room for this new radio group</b></li> </ul>
CDMAC 10/12/2015 Action List Item	5.2.2	Shed from the Parks and Gardens Depot	MCD	<p>Have the Farmer's Market responded to the offer from the Toodyay Seed Orchard to be given the shed that the Seed Orchard Group had been using at the Old Parks and Gardens Depot?</p> <p><i>The Events/Project Coordinator advised that the understanding was that the offer was not to a particular group and that the CEO had relayed to a previous CDMAC meeting that the Farmer's Market was not to be excluded from the Community Depot Project. The Events/Project Coordinator took this question on notice and will provide clarification at the next CDMAC meeting in January 2016.</i></p>
CDMAC 10/12/2015 Action List Item	9.5	Events/Project Coordinator	MCD	<p>The Manager Community Development tabled a lease document provided to the Community Depot Management Advisory Committee in April 2014. This document was tabled at 6.33 pm.</p> <p><i>Community Groups to write down their requirements once they look at the lease provided and liaise with EC in the New Year.</i></p>
23/04/2015	5.3	Community Groups	CEO / PO	Advise community groups to advise regarding sponsorship signage requirements and protocols
22/10/15 CDMAC Meeting	9.2	Seed Orchard	MCD	Draft Signage Guidelines will be tabled at the next meeting



# STATUS REPORT

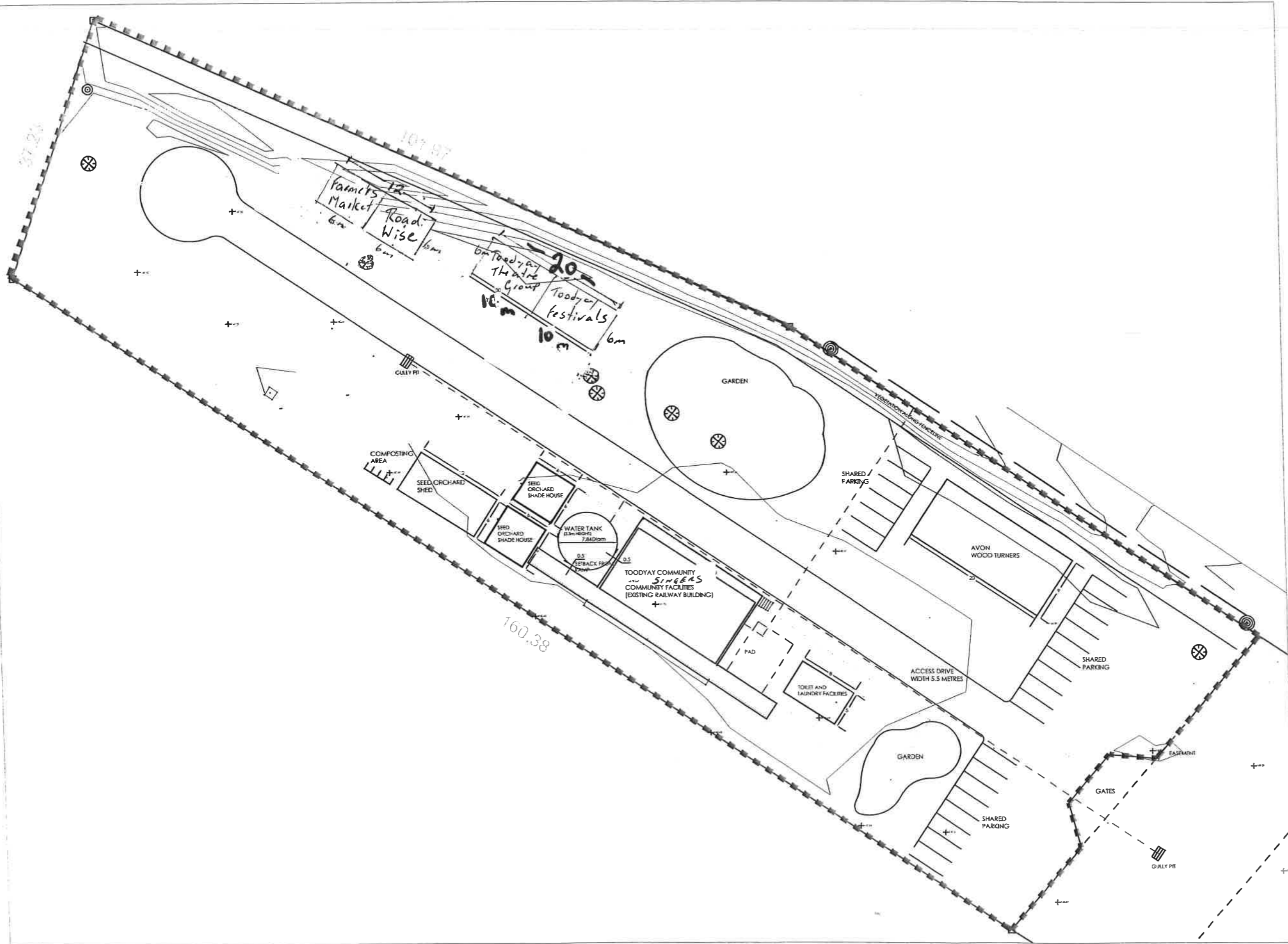
## Community Depot Management Advisory Committee

Including Recommendations made to Council, Action List and Completed items

<b>COMPLETED RECOMMENDATIONS (to Council) and ACTIONS completed.</b>					
Meeting Date	Item	Title/Description of Item	Resp. Officer	Status / Action / Notes	RESOLUTION NO.
23 April 2015 CDMAC Action List Item	8.1	Briefing Note – Debra Andrijich	MCD	The Community Depot Management Committee request the Radio Station Committee provide a status report on the following: 1. Progress on fit out of their community depot premises; and 2. The proposed occupancy date of said premises. This report is to be made available at the next Community Depot Management Committee meeting.	Complete
23/07/15 Action List Item	5.2.2	Community Radio	CEO	Can the CEO please send written correspondence to the Community Radio to seek advice as to what the groups intentions are for a proposed occupancy date of the premises and the progress on fit-out.	Complete
23/07/15 Action List Item	5.2.2	Community Radio	CEO	This item to be tabled for discussion at next meeting.	Complete
23/07/15 Action List Item	8.1	Briefing Notes	CEO	Can the document /spreadsheet be altered to reflect all sheds to have a roof height of 3000mm	Complete
23/07/15 Action List Item	8.1	Briefing Notes	CEO	Addendum to the Tender document to include provision to quote for front verandahs for 1200mm, 1800mm, 2400mm, 3000mm width. With exception of Shed 1 (Wood turners) who would like quotations for portico / awnings over PA door and window.	Complete
23/07/15 Action List Item	11	Next Meeting	MCD	General discussion to bring next meeting forward so that groups can have an update sooner on the tender progress. Date of 17 September 2015 suggested. A Bell advised the group that she would need to check if this date was available due to many other meetings scheduled in.	Complete

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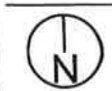




**TOODYAY COMMUNITY DEPOT**

**MASTERPLAN**

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



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MINUTES OF COMMUNITY DEPOT MANAGEMENT ADVISORY COMMITTEE MEETING  
HELD IN COUNCIL CHAMBERS ON 17 APRIL 2014

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

Nil.

**8. REPORTS OF OFFICERS**

**8.1 Briefing Note – April 2014**

The CEO provided an overview of the briefing note and drew member's attention to a picture on page six.

**8.2 Draft Lease Agreement**

The CEO provided an overview of the reason for the draft lease agreement being presented at this stage and sought comment.

The CEO confirmed that every group will be expected to obtain Public Liability Insurance.

**8.3 Community Depot Project Grant Planning Application**

The Project Officer expressed that time is of the essence in relation to making a consolidated grant application. A deadline of 24 April 2014 was set for groups to have their information to the Project Officer together with a Grant Planning Application (provided with the agenda).

**8.4 Final Proposal – Master Plan**

Clarification was sought in relation to:

- the scale and measurements on the drawing;
- 2 Parking bays (including one disabled parking space); and
- Advertising on the fence line.

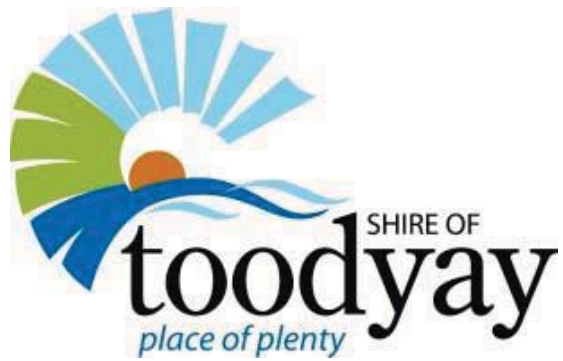
Consensus was that a multi-tenancy building, so long as it is accessible at several points for each group, would be ideal; together with individually placed sheds for those groups who required separation from the larger multi-tenancy buildings (some due to noise issues).

**9. REPORTS OF COMMITTEE MEMBERS**

Nil.

**10. NEW BUSINESS OF AN URGENT NATURE**

Nil.



# LEASE AGREEMENT

**Between the**

**Shire of Toodyay**  
15 Fiennes Street  
Toodyay WA 6566

**and**

**Community Group – Depot Facility**

LOT 301 Railway Road  
TOODYAY WA 6566

## Parties

### Shire of Toodyay

of 15 Fiennes Street, Toodyay, Western Australia, 6566  
(Lessor)

### Community Group named:

of ..... Toodyay, Western Australia, 6566  
(Lessee)

## Background

- A. The Lessor is the registered proprietor of the Land.
- B. By a Vesting Order made the 18<sup>th</sup> day of June 1975 Reserve No. 33387 situated within the District of the Lessor was vested in the Lessor in trust for the objects and purposes of "Recreation" or other purposes for which the land is reserved with power to the Lessor subject to the approval in writing of the Minister for Lands being first obtained to lease the whole or any portion thereof for any term not exceeding twenty one (21) years from the date of the lease subject nevertheless to the powers reserved by and contained in section 37 of the said Act.
- C. The Lessor has agreed to grant to the Lessee a lease of the Premises on the provisions of this Lease.
- D. The Minister for Lands has approved the said lease.

## 1. Defined terms and interpretation

The Parties agree:

### 1.1 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;

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

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

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

**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;

**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 premises described at **Item 1** of the Schedule;

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

**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 term of years or months 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.

## 1.2 Interpretation

In this Lease, unless expressed to the contrary –

- (1) Words importing –
  - (a) the singular include the plural;
  - (b) the plural include the singular; and
  - (c) any gender includes each gender;
- (2) A reference to –
  - (a) a natural person includes a body corporate or local government;
  - (b) a body corporate or local government includes a natural person;
  - (c) a professional body includes a successor to or substitute for that body;
  - (d) 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;
  - (e) 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;
  - (f) a right includes a benefit, remedy, discretion, authority or power;
  - (g) 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;

- (h) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to –
  - (i) both express and implied provisions; and
  - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) 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
- (k) a subparagraph, paragraph, sub clause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, sub clause, clause, Item, Schedule or Annexure of this Lease;
- (3) The covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include –
  - (a) covenants not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
  - (b) a covenant to do everything necessary to ensure that that act or thing is not done or omitted to be done;
- (4) Except in the Schedule, headings do not affect the interpretation of this Lease; and
- (5) 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.

## 2. 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.

## 3. 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.

## 4. Rent and other payments

### 4.1 Amounts to be paid by Lessee

The Lessee covenants with the Lessor –

- (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 and metropolitan region improvement 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;
- (c) 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 28

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;

- (d) 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
- (e) 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 or 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 (e) or any matter arising out of this Lease.

#### **4.2 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.

## 5. Rent Review

- (1) 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.
- (2) The Lessor will review and determine the reviewed Rent for each successive Rent Review Date during the Term.
- (3) If the Lessor elects not to review rent in the manner described in **paragraph (2)** the method for calculating the reviewed Rent for each successive Rent Review Date during the Term will be by reference to CPI.
- (4) To calculate a CPI increase, the amount of Rent payable during the immediately preceding Rent Period will be increased by a percentage equal to the percentage increase in CPI having regard to the quarterly CPI published immediately prior to the Commencement Date (in the case of the first Rent Review Date) or the immediately preceding Rent Review Date (in the case of a subsequent Rent Review Date) as the case may be and the quarterly Index published immediately prior to the relevant Rent Review Date. If the CPI is discontinued or suspended at any time, or its method of computation is substantially altered, the Lessor shall nominate the substitution of another appropriate index.
- (5) Notwithstanding the provisions in **paragraphs (1) to (4)**, the Rent payable from any Rent Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date

## 6. Accrual of Amounts Payable

Amounts Payable accrues on a daily basis.

## 7. Insurance

### 7.1 Insurances to be effected

The Lessee must 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 –

- (a) 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.
- (b) It is the responsibility of the Lessor to ensure that the property and the buildings thereon are fully and adequately insured at all times. The Lessee **MUST** have their own contents insurance for the entire premises.

### 7.2 Details and Receipts

In respect of the insurances required by **sub clause (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 of their contents insurance and produce to the Lessor a 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.

**7.3 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.

**7.4 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.

**7.5 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 sub clause 7.1.

**7.6 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 sub clause 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 sub clause 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.

## 8. Indemnity

- (1) The Lessee indemnifies the Lessor against any liability or loss arising from and any costs charges and expenses incurred in connection with:
  - (a) damage to the Premises, or any loss of or damage to anything on it; and
  - (b) 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,
  - (c) and for which the Lessor becomes liable.
- (2) 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 sub-clause (1) is paramount.
- (3) If insurance money is received by the Lessor for any of the obligations set out in this clause, then the Lessee's obligations under sub-clause (1) will be reduced by the extent of such payment.

## 9. Limit of Lessor's Liability

- (1) The Lessor will not be liable for loss, damage or injury to any personal item or property in or about the Premises however occurring.
- (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.

## 10. Maintenance, Repair and Cleaning

The Lessee must –

- (a) to keep and maintain the leased premises and every part thereof and all buildings thereon and additions thereto in good order repair and condition and subject to paragraph (j) hereof to carry out all necessary repairs renovations and maintenance required from time to time
- (b) to keep all drains and sanitary appliances in the leased premises in good working order and condition and properly cleansed and disinfected
- (c) to keep and maintain in their present character and general arrangement those parts of the leased premises currently laid out as bowling greens and to water manage cultivate mow and maintain the same in a proper and skillful manner and in accordance with the best practices
- (d) to keep the leased premises well maintained and clean and tidy and free from debris and do all things necessary to ensure that no fire risk exists at any time

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## 11. Alterations

- (1) The Lessee must not –
- (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises;
  - (b) erect or construct any building on the Premises;
  - (c) 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),
  - (d) make any alteration to the external elevation of the land comprising part of the leased premises
  - (e) 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 water 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 –

- (a) of the Lessor;
- (b) of any other person from whom consent is required under this Lease; and
- (c) of any other person as may be required under any statute in force from time to time;

- (2) If the Lessor –
  - (a) and any other person whose consent is required under this Lease or at law consents to any matter referred to in sub clause (1) the Lessor may –
    - (i) consent subject to conditions;
    - (ii) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
    - (iii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
  - (b) consents to any matter referred to in sub clause (1):
    - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
    - (ii) the Lessee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.
- (3) All works undertaken under this clause will be carried out at the Lessee's expense.
- (4) If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either –
  - (a) carry out those other works at the Lessee's expense; or
  - (b) permit the Lessor to carry out those other works at the Lessee's expense, in accordance with the Lessor's requirements.

## 12. Use

- (1) The Lessee must not suffer or permit a person to –
  - (a) use the Premises for any purpose other than for the Permitted Purpose;
  - (b) use the Premises for any purpose which is not permitted under any town planning scheme or any law relating to health;
  - (c) do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;
  - (d) do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
  - (e) 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;
  - (f) do any act or thing which might result in harm to any part of the Premises; or
  - (g) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.
- (2) 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 licenses required by the Lessee under any statute for its use of the Premises.
- (3) The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.
- (4) 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 sub-clauses (1) to (3).

### 13. Lessor's Right of Entry

- (1) 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 –
  - (a) at all reasonable times;
  - (b) with or without workmen and others;
  - (c) with or without plant, equipment, machinery and materials; and
  - (d) for each of the following purposes –
    - (i) to ensure compliance with the provisions of this Lease;
    - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
    - (iii) to comply with the Lessor's 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
    - (iv) 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.
- (2) All costs and expenses incurred by the Lessor as a result of any breach referred to in sub-clause (1)(d)(iv) together with any interest payable on such sums, will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

## 14. Statutory Obligations & Notices

- (1) The Lessee must –
  - (a) comply promptly with all statutes relating to the Premises or to the Lessee's use of 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 for the Permitted Purpose; and
  - (c) 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.
- (2) The Lessee indemnifies the Lessor against –
  - (a) failing to perform, discharge or execute any of the items referred to in **sub clause** (1); and
  - (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in sub clause (1).

## 15. Report to Lessor

The Lessee must immediately report to the Lessor –

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police;
- (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.

## 16. Default

- (1) A default occurs if –
- (a) any Amounts Payable remain unpaid for 28 days after becoming due whether or not a demand or Notice has been given to the Lessee;
  - (b) 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;
  - (c) 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;
  - (d) a mortgagee takes possession of the property of the Lessee under this Lease;
  - (e) any execution or similar process is made against the Lessee's property on the Premises;
  - (f) the Premises are vacated by the Lessee prior to Termination;  
or
  - (g) a person other than the Lessee or a permitted licensee, sub lessee or assignee is in occupation or possession of the Premises or in receipt of rents or profits.
- (2) On the occurrence of any of the events of default specified in sub—  
clause (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.

- (3) 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 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.

- (4) 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.

- (5) Each of the Lessee's Obligations in clauses 4 (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 sub-clause does not mean or imply that there are no other essential provisions in this Lease.

- (6) If the Lessee breaches an essential provision 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 provision;

- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential provision; and
- (c) the Lessee covenants with the Lessor that if the Term is determined –
  - (i) for breach of an essential provision 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.

- (7) The Lessee agrees that the covenant set out in sub-clause (6)(c) will survive Termination or any deemed surrender at law of the estate granted by this Lease.
- (8) The Lessee may deduct from the amounts referred to in sub-clause (6)(c) 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.
- (9) The Lessor must take reasonable steps to mitigate its losses and endeavour to re-let 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.

## 17. Option to Renew

- (1) 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 –
  - (a) all consents and approvals required by the provisions 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 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.

- (2) Upon the valid exercise of the option to extend this Lease for the Further Term under sub-clause (1), 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.
- (3) 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 sub-clause (2).

**18. 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.

If the Lessee decided to move from this facility, at any given time, the Lessee must give the Lessor first option to re-purchase the premises/storage/shed,

**19. Restore Premises**

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

## 20. Yield up the Premises

- (1) On Termination the Lessee must –
  - (a) Peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
  - (b) 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.
- (2) The Lessee's obligation under sub-clause (1) will survive Termination.

## 21. Removal of property from premises

- (1) 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.
- (2) On re-entry, if any property has not been removed under sub-clause (1) 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.

## 22. Assignment, Subletting and Charging

- (1) 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.
- (2) Sections 80 and 82 of the Property Law Act 1969 are excluded.
- (3) The Lessee must not mortgage or change any part of the Premises.

### **23. 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 agent, solicitor, contractor or employee of the Lessor.

### **24. 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.

### **25. 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.

### **26. Notice**

- (1) A Notice to a Party must be in writing and may be given or made –
  - (a) by delivery to the Party personally; or
  - (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.
- (2) 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 sub clause (1)(b), at the time of leaving the Notice, provided the Notice is left during normal business hours; and
  - (c) if by post to an address specified in sub clause (1)(b), on the second business day following the date of posting of the Notice.
- (3) 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; or
- (d) by a solicitor or other agent of the individual, corporation or local government giving the Notice.

**27. 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.

**28. Disputes**

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.

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.

**29. 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.

**30. 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.

**31. Waiver**

- (1) 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.

- (2) 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.

## 32. Goods and Services Tax

### 33.1 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.

### 33.2 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 **paragraph (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.

**33.3 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 **sub clause 33.2(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.

**33.4 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.

**33.5 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.

**33.6 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.

**33.7 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.

**33. Caveat**

**34.1 No Absolute Caveat**

Neither 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.



## Schedule

### Item 1 Land and Premises

The portion of Reserve No 33387 on the plan annexed hereto together with all buildings, structures, alterations, additions and improvements on the Land or erected on the Land during the Term.

### Item 2 Term

Ten years (10) from 01<sup>st</sup> August 2014 expiring on 01<sup>st</sup> August 2024

### Item 3 Commencement Date

01<sup>st</sup> August 2014

### Item 4 Further Term

Five years (5) subject to the agreement of both parties, commencing on 01<sup>st</sup> August 2024 and expiring on 01<sup>st</sup> August 2029.

### Item 5 Rent

\$100 per annum exclusive of GST payable in advance.

### Item 6 Public Liability Insurance

Public Liability Insurance for not less than TEN MILLION DOLLARS (\$10,000,000.00) for any one event.

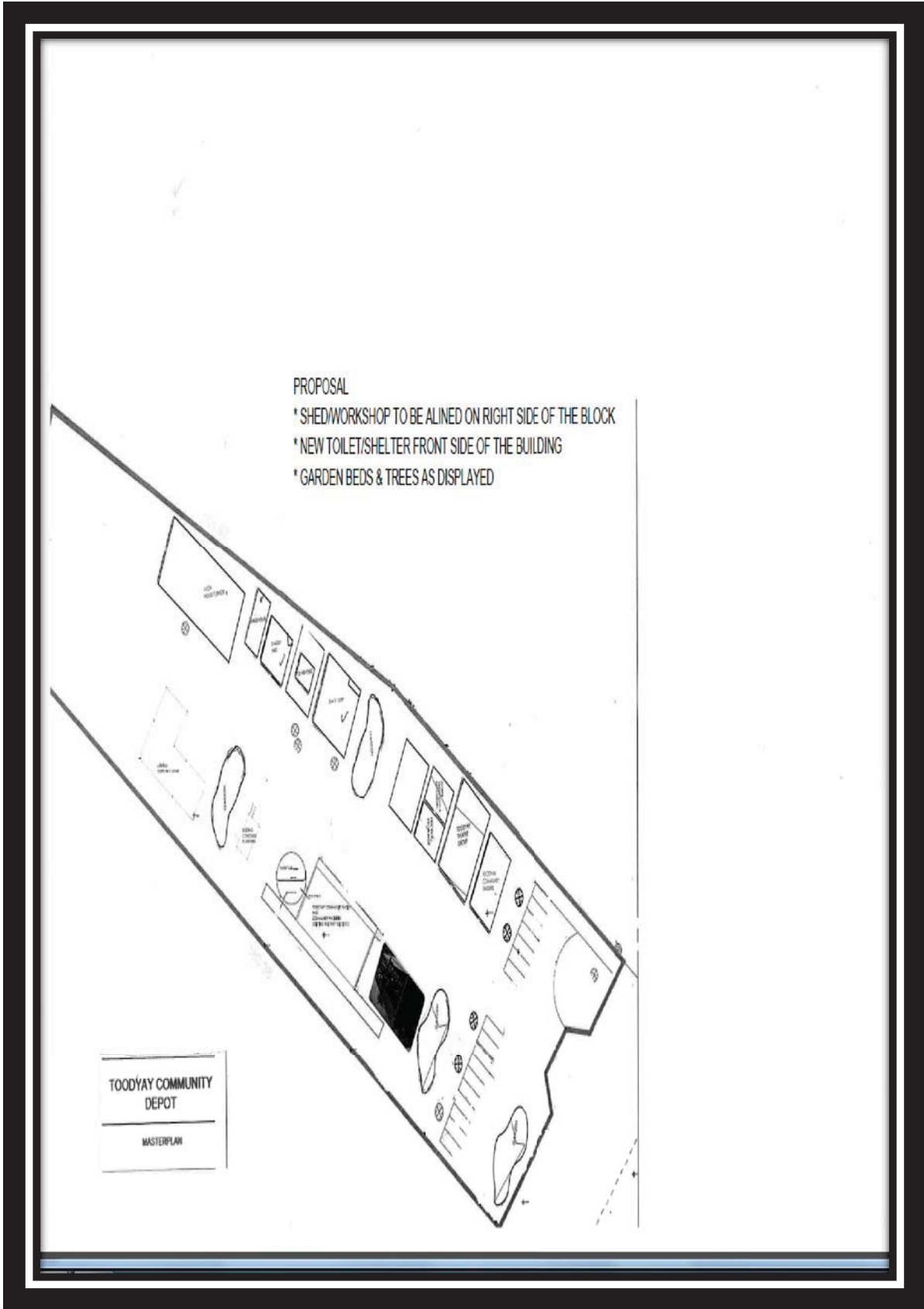
### Item 7 Permitted Purpose

**To: IDENTIFY EACH GROUP ACTIVITIES HERE**.....

upon the leased premises in a respectable and orderly manner and in accordance with all statutory or other conditions rules and regulations relating to similar clubs in the State of Western Australia and not commit or suffer to be committed any breach of the same

### Item 8 Rent Review Dates

Each anniversary of the Commencement Date in each year of the Term.



IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first herein before written

THE COMMON SEAL of the )  
Shire of Toodyay (“Licensor”) )  
was hereunto affixed in the )  
presence of: )

\_\_\_\_\_  
Cr D Dow  
Shire President

\_\_\_\_\_  
Stan Scott  
Chief Executive Officer

THE COMMON SEAL of ) Community Group Name  
..... )  
was hereunto affixed )  
in the presence of )

\_\_\_\_\_  
Name:  
Secretary/Treasurer/Manager

\_\_\_\_\_  
Name  
President

\_\_\_\_\_  
Date

