



June 2017

Lease of 7 First Avenue, Onslow

Shire of Ashburton
(ABN 45 503 070 070)

and

[INSERT]

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This Lease

is made on

between the following parties:

1. **Shire of Ashburton**
a body corporate pursuant to the *Local Government Act 1995*
of PO Box 665, Tom Price, Western Australia
(Lessor)
2. **[insert name of party]**
[insert ACN/ARBN]
of **[insert address]**
(Lessee)

The Parties agree:

1 Definitions

Unless otherwise required by the context or subject matter:

Address means the address specified in Item 8 of the Schedule or any other address which the Lessor by notice to the Lessee nominates;

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia;

Costs and Expenses means the costs and expenses mentioned in clause 9;

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

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

Encumbrance means a mortgage, charge, bill of sale, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in that caveat affecting the Land or the Premises;

Event of Default means an event specified in clause 33.2;

Facility means a lavatory, sink, drain or other sewerage or plumbing facility, and a gas or electrical fitting or appliance in or on the Premises;

Further Term means each further term specified in Item 5 of the Schedule;

Holding Over means holding over by the Lessee under clause 36;

Insured Risk means an event against which the Lessor insures including, but not limited to, fire, explosion, earthquake, aircraft, riot, civil commotion, lightning, storm, tempest, act of God, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown and malicious acts or omissions;

Interest means interest at the rate specified in Item 10 of the Schedule;

Inventory means any inventory of fittings and accessories provided in item 16 of the Schedule;

Land means the land described in Item 2 of the Schedule;

Legal Fees means all amounts which are payable or have been paid by the Lessor to the Lessor's solicitor calculated on whichever of the following bases costs are determined as between the Lessor and the Lessor's solicitor:

- (a) as stated in a written agreement between the Lessor and the Lessor's solicitor; or
- (b) the maximum permitted scale for the work involved;

Lessee's Covenants means the covenants, agreements and obligations contained or implied in this Document or imposed by law to be observed and performed by the Lessee;

Lessee's Fixture means each structure, building or fixture installed in or on the Premises by the Lessee or a previous occupier of the Premises or any part of the Premises;

Lessee's Rights means all rights in favour of the Lessee contained or implied in this Document;
Lessor's Covenants means the covenants, agreements and obligations contained or implied in this Document or imposed by law to be observed and performed by the Lessor;

Lessor's Fixtures includes:

- (a) floor or window coverings;
- (b) partitioning;
- (c) light fittings; and
- (d) any other fixture or fitting;
- (e) those items that are listed in the Inventory, if any;

installed by the Lessor in the Premises and any replacement of any item mentioned in this definition;

Lessor's Rights means all rights in favour of the Lessor contained or implied in this Document or granted by law;

Losses includes claims, demands, losses, damages, Costs and Expenses;

Managing Agent means the firm specified in Item 9 of the Schedule or any person, firm or corporation as the Lessor by notice to the Lessee nominates;

Money Payable means the Rent and any other money payable by the Lessee under this Document;

Outgoings means the outgoings payable by the Lessee under clause 8;

Painting and Decorating Intervals means the intervals specified in Item 11 of the Schedule;

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

Permitted 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);

Permitted Use means the use specified in Item 13 of the Schedule;

Plant and Equipment means any plant and equipment in or on the Premises including, but not limited to, plant and equipment for or in connection with any:

- (a) Service; or
- (b) heating, cooling, lighting, power or plumbing;

Premises means the Land and all structures and improvements on the Land as specified in Item 1 of the Schedule;

Public Liability Insurance Amount means the amount specified in Item 12 of the Schedule;

Rent means the rent specified in Item 6 of the Schedule as varied from time to time under this Document;

Schedule means the schedule to this Document;

Service means electricity, gas, oil, fuel, water or other like service;

Special Conditions means each special condition specified in Item 15 of the Schedule;

Term means the term specified in Item 3 of the Schedule and any Further Term;

Termination means the expiry or earlier determination of the Term or any period of Holding Over; and

Unfit for Occupation means that the Premises or any part of the Premises are so destroyed or damaged as to:

- (a) render the Premises substantially unfit for occupation and use; or
- (b) interfere substantially with the Lessee's Rights.

2 Grant of lease

The Lessor:

- (a) LEASES the Premises; and

(b) GRANTS the Lessee's Rights;
to the Lessee subject to all Encumbrances for the term specified in Item 3 of the Schedule and subject to:

- (c) the payment of the Money Payable; and
- (d) the observance and performance of the Lessee's Covenants;

but RESERVING to the Lessor the Lessor's Rights.

3 Quiet enjoyment

Except as provided in this Lease and subject to the observance and performance of the Lessee's Covenants, the Lessee may quietly hold the Premises and enjoy the Lessee's Rights during the Term without any interruption or disturbance from the Lessor or any person lawfully claiming through or under the Lessor.

4 Easements

4.1 Purposes for which Lessor may act

The Lessor may for the purpose of providing:

- (a) a public or private entrance to or exit from;
- (b) a support for a structure erected on;
- (c) the supply of a Service, a Facility, or telephone or electronic communication to; or
- (d) any other right, privilege or facility for;

the Premises, the Land or any other land, do any of the things specified in clause 4.2.

4.2 Rights of Lessor in respect of easements

The Lessor may for the purposes detailed in clause 4.1 and subject to clause 4.3;

- (a) grant rights of support to or enter into any arrangement or agreement with:
 - (1) any owner, lessee, tenant, occupier, or other person, interested in land adjacent to or near to the Premises; or
 - (2) any public authority;
- (b) dedicate or transfer any part of the Land; or
- (c) grant or create any easement or privilege in favour of any person or public authority over or affecting the Premises, the Land or the Premises.

4.3 Easements may not substantially derogate from Lessee's Rights

The Lessor may not without the Lessee's consent, which consent may not be unreasonably withheld, dedicate, transfer, grant or create any easement, right or privilege which substantially and permanently derogates from the Lessee's Rights.

5 Rent

The Lessee must pay to the Lessor the Rent without deduction or set off including but not limited to equitable setoff at the times and in the manner specified in Item 6 of the Schedule during the Term except that the first and last payments will be apportioned on a daily basis if they are for periods of less than a month.

6 Rent review

6.1 Definitions

In this clause:

Consumer Price Index means the index published by the Australian Bureau of Statistics as the Consumer Price Index for Perth for all groups or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician;

Current CPI means for a Rent Review Date:

- (a) the Consumer Price Index number last published prior to that Rent Review Date; or
- (b) if the Lessor appoints an actuary to determine an index under clause 6.2, the number certified by that actuary;

Previous CPI means for a Rent Review Date:

- (a) the Consumer Price Index number last published before:
 - (1) the immediately preceding Rent Review Date; or
 - (2) if there is no preceding Rent Review Date, the date of commencement of the Term; or
- (b) if an actuary is appointed by the Lessor under clause 6.2, the number certified by that actuary;

Rent Notice means a notice given by the Lessor to the Lessee under clause 6.3; and

Rent Review Date means each date specified in Item 7 of the Schedule.

6.2 Determination of Current or Previous CPI

If:

- (a) in determining the Current CPI:
 - (1) the Consumer Price Index number is not published; or
 - (2) in the opinion of the Lessor there is a material change in the basis of assessment of the Consumer Price Index; or
- (b) in determining the Previous CPI, no Consumer Price Index number was published within a period of FOUR (4) months prior to:
 - (1) the immediately preceding Rent Review Date; or
 - (2) if there is no preceding Rent Review Date, the date of commencement of the Term;

the Lessor may appoint an actuary from the Fellows of the Institute of Actuaries of Australia to determine:

- (c) for the Current CPI, an index number which reflects the prevailing levels of prices for the Perth Metropolitan area at that Rent Review Date; or
 - (d) for the Previous CPI, an index number which reflects the prevailing levels of prices for the Perth Metropolitan area at:
 - (1) the immediately preceding Rent Review Date; or
 - (2) if there is no preceding Rent Review Date, the date of commencement of the Term;
- and
- (e) the actuary's certificate will be:
 - (1) final and binding on the Lessor and the Lessee; and
 - (2) used to determine the Current CPI or the Previous CPI as appropriate; and
 - (f) the Lessor and the Lessee must pay the actuary's costs and expenses in equal shares.

6.3 Rent Review

The Rent from each Rent Review Date will be the greater of:

- (a) the Rent payable for the month immediately preceding that Rent Review Date multiplied by TWELVE (12); or
- (b) the Rent payable for the month immediately preceding that Rent Review Date multiplied by TWELVE (12) and multiplied by Current CPI and divided by Previous CPI, rounded up to the nearest \$10.

6.4 Rent review notice

At any time not earlier than THREE (3) months prior to or at any time after a Rent Review Date the Lessor may give notice to the Lessee of the Rent from and including that Rent Review Date.

6.5 Nominated Rent Payable from Rent Review Date

The Lessee must pay the Rent stated in the Rent Notice from the relevant Rent Review Date but if the Lessor gave the Rent Notice later than SIX (6) months after the relevant Rent Review Date, the amount stated in the Rent Notice will be payable from the date that the Lessor gave the Rent Notice.

7 Not to cause rent reduction

The Lessee must not by any act or omission:

- (a) cause, directly or indirectly the Rent to be reduced; or
- (b) impose on the Lessor any liability of the Lessee under this Document except:
 - (1) if obliged to do so by any statute from time to time in force; or
 - (2) with the consent of the Lessor.

8 Outgoings

The Lessee must pay promptly all outgoings assessed, charged or incurred in respect of the Premises including, but not limited to:

- (a) water, drainage and sewerage charges including, but not limited to, meter rents, charges for the disposal of stormwater and water consumption charges; and
- (b) electricity, gas and other power and light charges and expenses including, but not limited to:
 - (1) charges and assessments for use under assessments or meter readings;
 - (2) meter rents; and
 - (3) the cost of installation of any meter, wiring or other apparatus necessitated by the use of electricity, gas and other power;
- (c) insurance premiums incurred by the Lessor for insuring the Premises and any Plant or Equipment against fire, explosion, earthquake, flood, lightening, storm, tempest, act of God, fusion, smoke rainwater, water leakage, impact by vehicles, machinery breakdown, malicious acts or omissions, public liability, loss of rent and such other risks as a prudent lessor would or should normally insure against.

9 Costs and expenses

9.1 Payment of costs

The Lessee must indemnify the Lessor for, and on demand must pay to the Lessor all payments including but not limited to, Legal Fees, which the Lessor pays or is liable to pay in connection with or incidental to:

- (a) the instructions for negotiation, preparation, execution, stamping, and any necessary registration, of this Document;
- (b) any breach of the Lessee's Obligations; and
- (c) each action, suit or proceeding arising out of, concerned with, or incidental to this Document, except to the extent that in that action suit or proceeding, costs are awarded against the Lessor.

9.2 Payment of duty and fees

The Lessee must pay, or if demand is made by the Lessor, must pay to the Lessor:

- (a) all registration fees in connection with this Document; and
- (b) all stamp duty, fines and penalties payable under the Stamp Act 1921 not caused by any act or omission of the Lessor, on this Document.

10 Interest on overdue money

Without affecting the rights, powers and remedies of the Lessor under this Document, the Lessee must pay to the Lessor on demand Interest on any Money Payable which is unpaid for SEVEN (7) days computed from the due date for payment until payment.

11 Goods and Services Tax

11.1 Definitions

Unless the contrary intention appears, in this clause:

GST means a tax levied on the value of a good or service or property supplied, including but not limited to the value represented by the Rent and the amount of Outgoings or other Money Payable to the Lessor for goods or services or property.

Supply means a good or service or property supplied under this Document, including but not limited to the Premises, Services and other goods or services or property the cost of which comprises part of the Outgoings.

11.2 Lessee must pay GST

The Lessee must pay to the Lessor the amount of any GST the Lessor pays or is liable to pay on a Supply.

11.3 Lessee must pay GST at same time

The Lessee must pay to the Lessor the amount of the GST that the Lessee is liable to pay:

- (a) at the same time; and
- (b) in the same manner

as the Lessee is obliged to pay for that Supply, including in relation to Rent and Outgoings at the time the Lessee is obliged to pay those amounts.

11.4 Prices do not include GST

The price for each Supply, including Rent, fixed or determined under this Document does not include GST on that Supply and the Lessee must pay the amount of GST in addition to the price for that Supply fixed or determined under this Document.

11.5 Apportionment of GST

Where a Supply is not separately supplied to the Lessee, the liability of the Lessee for any amount for GST in relation to that Supply is determined on the same basis as the Lessee's proportion of the cost for that supply is determined.

11.6 Statement of GST paid is conclusive

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

12 Lessor to maintain structure

Subject to the Lessee performing and observing the Lessee's Covenants, and subject to clause 32, the Lessor must maintain in a safe condition the structure of those buildings and structures forming part of the Premises are the property of the Lessor.

13 Lessee to maintain premises

13.1 General

The Lessee must maintain the Premises and each Lessor's Fixture and the Plant and Equipment in the Premises in good order and condition except for:

- (a) fair wear and tear;
- (b) structural damage not caused by an act or omission of the Lessee or a Permitted Person;
- (c) maintenance which the Lessor has given written notice to the Lessee that the Lessor will undertake; and
- (d) damage caused by an event which is the subject of an Insured Risk to the extent that the Lessor receives payment or other consideration pursuant to that insurance or would have received that payment or other consideration but for an act or default of the Lessor or the Lessor's employees agents or contractors that negates or reduces that payment or other consideration.

13.2 Flooring

The Lessee must:

- (a) maintain the flooring in the Premises in good and clean condition;
- (b) make good all damage to the flooring, fair wear and tear excepted;
- (c) replace any area of flooring which is unduly worn having regard to the rest of the flooring in the Premises; and
- (d) on Termination, have the flooring professionally cleaned.

13.3 Repair or replace if necessary

The Lessee must promptly:

- (a) replace all electric globes and fluorescent tubes in the Premises which fail for any reason;
- (b) replace all broken or damaged glass in the doors, walls or windows of or to the Premises irrespective of the cause of breakage or damage unless broken or damaged by the Lessor, its employees, agents or contractors; and
- (c) where the Lessee cannot maintain by repair a part of the Premises, a Lessor's Fixture or Plant and Equipment in the Premises, replace that item with an item of similar quality, colour and design to the satisfaction of the Lessor.

13.4 Paint and decorate

At the intervals specified in Item 12 of the Schedule and during the last 3 months of the Term, the Lessee must:

- (a) paint with 2 coats at least those parts of the Premises usually painted;
- (b) paper all parts usually papered; and

- (c) re-decorate in any other fashion all parts of the Premises usually so decorated;

in a proper manner, using suitable, good quality materials of a colour and quality first approved by the Lessor in writing.

13.5 Free from rubbish

The Lessee must keep:

- (a) the Premises free from dirt and rubbish; and
- (b) all rubbish in suitable receptacles.

13.6 Pest control

The Lessee must take reasonable precautions to keep the Premises free of animals, birds and insects, and if required by the Lessor, at the cost of the Lessee employ from time to time pest exterminators approved by the Lessor.

13.7 Facilities

The Lessee must keep the Facilities within the Premises unobstructed.

13.8 Service of airconditioning plant

The Lessee must enter into a contract with a reputable airconditioning service company for the maintenance and regular servicing of the airconditioning plant and equipment.

13.9 Maintain Land

The Lessee must maintain the Land in a tidy and good condition including, but not limited to providing proper care for any grass, trees or plants on the Land.

14 Alterations

14.1 Restriction on alterations

The Lessee must not:

- (a) make any alteration or addition to or demolish any part of the Premises;
- (b) remove, alter or add to any of the Lessor's Fixtures, the Plant and Equipment or any Facility in the Premises;

without the prior consent of the Lessor and subject to:

- (c) the requirements of any statute in force from time to time, the insurer of any of the Insured Risks and the Insurance Council of Australia; and
- (d) any condition imposed by the Lessor.

14.2 Consent to alterations

In giving consent to any alteration, the Lessor may impose any condition, including, but not limited to, a condition that:

- (a) the work be carried out:
 - (1) in accordance with drawings or specifications approved by the Lessor; or
 - (2) under the supervision of the Lessor's architect or other consultant;

- (b) the Lessee pays the costs and fees of the Lessor in supervising or inspecting the work; and
- (c) the Lessor requires the Lessee to carry out other work to or in the Premises as a consequence of the alteration, addition, demolition or installation requested by the Lessee;

but in regard to the installation, alteration or addition of partitioning within the Premises, the consent of the Lessor may not be unreasonably withheld.

14.3 Other work necessitated by alteration

If any other work is:

- (a) required by the Lessor as a condition of giving consent as mentioned in clause 14.1; or
- (b) necessary to comply with a statute for the time being in force or the requirement of an insurer of the Insured Risks or the Insurance Council of Australia;

the Lessee must at the option of the Lessor either:

- (c) carry out that other work; or
- (d) permit the Lessor to carry out that other work;

at the cost of the Lessee in accordance with any requirement imposed by the Lessor in respect of that other work.

14.4 Asbestos and other harmful substances

The Lessee must:

- (a) not install in the Premises:
 - (1) asbestos; or
 - (2) any other material having the potential to harm the health or safety of persons in the Premises; and
- (b) at the Lessee's cost remove from the Premises and make good any damage caused by the removal of:
 - (1) asbestos; or
 - (2) any other material having the potential to harm the health or safety of persons in the Premises.

15 Use of the premises

15.1 Purpose

The Lessee must not use any part of the Premises for any purpose other than the Permitted Use.

15.2 No warranty as to use

The Lessor gives no warranty as to the use to which the Premises may be put.

15.3 Premises subject to restrictions

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

15.4 Consent of authority needed

If the business carried on by the Lessee at the Premises is permissible only with consent, license or authority under any statute, the Lessee must obtain that consent, license or authority and comply with that statute.

16 Floor overloading

The Lessee must not do any act or thing which might result in overloading any part of the floor of the Premises.

17 Chemicals and inflammable substances

The Lessee must not, except for reasonable quantities for normal applications in connection with the cleaning of the Premises or any equipment in the Premises, use or store any chemical or inflammable substance within the Premises.

18 Miscellaneous restrictions on use

18.1 Infectious diseases

If any notifiable infectious disease occurs in the Premises, the Lessee must:

- (a) notify each proper public authority; and
- (b) comply with each requirement of each proper public authority.

18.2 Advertisements or notices

The Lessee must not display from or affix to the Premises any advertisement or notice visible from outside the Premises without the prior consent of the Lessor which the Lessor may not unreasonably withhold in the case of a notice:

- (a) stating the name and business of the Lessee; and
- (b) affixed in a place immediately adjacent to the Premises.

19 Entry by lessor

The Lessee must permit entry to the Premises by the Lessor:

19.1 General

- (a) at all reasonable times on the Lessor giving to the Lessee reasonable notice; or
- (b) on demand in the case of emergency;

with or without:

- (c) workmen and others; and

(d) plant, equipment and materials:

for the purposes mentioned in this clause;

19.2 Inspect state of repair

to inspect the state of repair of the Premises and to ensure compliance with the Lessee's Covenants;

19.3 Comply with authorities

to comply with any requirement, notification or order of an authority having jurisdiction or authority over or in respect of the Premises for which the Lessor is liable under this Document;

19.4 Maintenance, modifications or extensions

to carry out maintenance, repair, renovation, replacement, modifications, installations or extensions to the Premises, the Plant and Equipment, or any other equipment, cables, pipes or wires within the Premises, on condition that the Lessor uses its reasonable endeavours not to cause any undue inconvenience to the Lessee;

19.5 Plant and Equipment

to maintain, service, install or remove any Plant and Equipment provided that the Lessor uses its reasonable endeavours not to cause any undue inconvenience or disruption to the Lessee;

19.6 Interested persons

to view the Premises with:

- (a) persons having or seeking an interest in the Premises or any part of the Premises;
- (b) financiers;
- (c) insurers; and

other similarly interested persons; or

19.7 Affix notices

to affix re-letting notices to the Premises during the last THREE (3) months of the Term.

20 Unauthorised purpose

The Lessee must not use any Facility, item of Plant and Equipment or Lessor's Fixture for a purpose other than that for which it was designed or for which it is designated by the Lessor.

21 Plant and equipment

The Lessee must:

- (a) comply with and observe the reasonable requirements of the Lessor relating to the Plant and Equipment; or
- (b) not do anything which might interfere with or impair the efficient operation of the Plant and Equipment.

22 Electrical circuits

22.1 Not overload

The Lessee must not install any electrical equipment on the Premises which might overload the cables, switchboards, or sub-boards, through which electricity is connected to the Premises without the prior consent of the Lessor and under any condition imposed by the Lessor.

22.2 Consent to install equipment

If the Lessee wishes to install any electrical equipment on the Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Premises and:

- (a) the Lessor grants its consent; and
- (b) the Lessor considers that any alteration is necessary to comply with the requirements of the Lessor's insurance underwriters or with any statute in force from time to time;

then:

- (c) that alteration will be effected by the Lessor at the expense of the Lessee;
- (d) the Lessee must pay the entire cost of the alteration to the Lessor on demand by the Lessor; and
- (e) if required by the Lessor the Lessee must deposit with the Lessor the estimated cost of the alteration before commencement of any work.

23 Insurance

23.1 Public liability insurance

The Lessee must effect and maintain with an insurance company approved by the Lessor in respect of the Premises adequate public liability insurance in the names of the Lessor and the Lessee for their respective rights and interests for the time being in an amount not less than the Public Liability Insurance Amount in respect of any one claim or any higher amount required by the Lessor from time to time.

23.2 Insurance of Lessee's Fixtures

The Lessee must insure and keep insured to the full insurable value on a replacement or reinstatement basis the Lessee's Fixtures against such risks as the Lessor may reasonably require.

23.3 Workers compensation insurance

The Lessee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance for death of or injury to persons, in respect of all employees of the Lessee employed in, about or from the Premises.

23.4 Glass

The Lessee must effect and maintain with an insurance company a policy of insurance against all risks in respect of the glass in the doors, walls or windows of or to the Premises.

23.5 Other insurance

The Lessee shall effect and keep current during the Term an insurance policy for insurance of the Premises against all risks usually covered by a commercial fire insurance policy, including flood and cyclone damage, and such other risks as the Lessor shall in its discretion require, and shall provide to the Lessor from time to time as required by the Lessor evidence of the currency of such policy.

23.6 Supply details etc.

The Lessee must in respect of the insurance mentioned in this clause:

- (a) supply to the Lessor details;
- (b) produce each policy or certificate of insurance and each receipts for premiums or certificates of currency issued by an Insurance Company or insurance broker approved by the Lessor when required to do so by the Lessor;
- (c) ensure that each insurance conforms to the reasonable requirements from time to time of the Lessor of which the Lessee is given notice;
- (d) ensure that each policy contains provisions for cross liability and waiver of subrogation rights in favour of the Lessor;
- (e) not alter the terms or conditions of any policy without the prior written approval of the Lessor; and
- (f) deliver promptly to the Lessor particulars of any alteration of the terms and conditions of each policy.

23.7 Not to invalidate insurance

The Lessee must:

- (a) not do or omit to do any act or thing or bring or keep anything in the Premises:
 - (1) which might render the insurance on the Premises void or voidable;
or
 - (2) which might cause the rate of premium to be increased; and
- (b) if the Lessor approves in writing any proposal of the Lessee to add to or increase any risk which is covered by insurance, pay all additional premiums resulting from the additional or increased risk.

23.8 Proceed of insurance

The proceeds of any claim made in respect of any policy of insurance effected by the Lessee in respect of the Premises or any part thereof and any fixtures, fittings or equipment therein shall be forthwith applied to the repair or reinstatement thereof.

23.9 Rent abatement

If the land upon which the premises are situated or the premises become unusable by reason of flood, cyclone, erosion or any other event that is or should have been covered by the insurance policy specified in sub-clause 23.5 then the rent payable hereunder pursuant to clause 5 shall not be payable for such period as shall be reasonably required for the Lessee to repair or reinstate the land or premises.

23.10 Termination upon damage

In the event that the land or the premises become so damaged or destroyed by any of the events referred to in sub-clause 23.9 so as to require major reconstruction or total reinstatement which is likely to take more than 12 months to complete then the Lessee may in its discretion elect to terminate the lease by giving to the Lessor 1 month notice to terminate the lease.

24 Lessee's indemnities

24.1 Indemnities paramount

The obligation of the Lessee to indemnify the Lessor:

- (a) under this Document; or
- (b) by law;

is unaffected by the obligation of the Lessee to effect insurance and the obligation of the Lessee to indemnify is paramount.

24.2 Indemnity in respect of Lessor's expenses

To the extent permitted by law, the Lessee must on demand pay to the Lessor an amount equal to all money paid by the Lessor in respect of any liability of the Lessee under this Document.

24.3 Lessee responsible as if owner

The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.

24.4 General indemnity

Subject to clause 24.5, the Lessee INDEMNIFIES the Lessor against all Losses for which the Lessor becomes liable in respect of loss or damage to property or death or injury of any nature or kind and however or wherever sustained:

- (a) caused or contributed to by the use or occupancy of the Premises except to the extent caused or contributed to by the act or omission of the Lessor;
- (b) resulting from an act or omission of the Lessee or the Lessee's Permitted Person; or
- (c) resulting from a notice, claim or demand to pay, do or perform any act or thing to be paid, done or performed by the Lessee under this Document except to the extent that the Lessor is obliged under the provisions of this Document to pay for or contribute to that cost.

24.5 Limit of Lessee's obligations

The Lessee's obligation under clause 24.4 is relieved to the extent that payment of insurance money under the Lessor's insurance policy in respect of that obligation is:

- (a) received by the Lessor; or
- (b) refused or reduced by reason of an act or default of the Lessor.

25 Lessee's obligations at risk and expense of lessee

Unless this Document otherwise provides, whenever the Lessee is obliged or required by this Document to do or omit to do any act or thing, the doing or the omission of that act or thing will be at the sole risk and expense of the Lessee.

26 Limit of lessor's liability

26.1 Lessor not liable for failure to perform and observe Lessor's Covenants

The Lessor will not be liable for any failure to perform or observe the Lessor's Covenants due to any reason beyond the direct control of the Lessor.

26.2 Lessor not liable for loss, damage or injury

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring unless caused by the negligence of the Lessor or its employees.

26.3 Lessor liable while registered proprietor

Each Lessor is only liable for breaches of the Lessor's Covenants occurring while that person is the registered proprietor of the Land.

27 Report to lessor

The Lessee must report promptly to the Lessor or the Managing Agent in writing and in the case of emergency, verbally:

27.1 Damage to or defect in Premises

any damage to or defect in the Premises, the Lessor's Fixtures, the Plant and Equipment or the Facilities in the Premises of which the Lessee is or ought to be aware;

27.2 Broken glass

any breakage of glass in a window or door in the Premises;

27.3 Malfunction of Plant and Equipment or Facility

any malfunction of any Plant and Equipment or Facility either within the Premises or used by the Lessee; and

27.4 Circumstance likely to cause damage or danger

any circumstance likely to:

- (a) be a danger; or
- (b) cause any damage or danger;

to the Premises or any person on or in the Premises of which the Lessee is aware.

28 Caveats

28.1 Not lodge absolute caveat

The Lessee must not lodge an absolute caveat over the Land to protect the interest of the Lessee under this Document.

28.2 Withdraw caveat on Termination

The Lessee must withdraw any caveat lodged by or on behalf of the Lessee over the Land on Termination.

28.3 Appointment of Lessor as attorney to withdraw any caveat

In consideration of the Lessor granting the Lessee's Rights, the Lessee IRREVOCABLY APPOINTS the Lessor and every officer of the Lessor as defined by the Corporations Law, to be the attorney of the Lessee, in the name and on behalf of the Lessee, and as the act and deed of the Lessee on Termination to sign and lodge at the Office of Titles Perth:

- (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 Lease granted by this Document;

and the Lessee:

- (d) undertakes to RATIFY all that the attorney does or causes to be done under or by virtue of this clause; and
- (e) INDEMNIFIES the Lessor in respect of:
 - (1) any loss arising from any act done under or by virtue of this clause; and
 - (2) the Lessor's costs and expenses of and incidental to:
 - (A) the withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Land; and
 - (B) registering this Document in order to exercise the power of attorney contained in this clause.

29 Not impede exercise of lessor's rights

The Lessee must not impede the exercise of the Lessor's Rights.

30 Compliance with statutes

Notwithstanding anything to the contrary contained or implied in this Document, the Lessee must comply promptly with all statutes from time to time in force relating to the Premises or the use of the Premises except for any imposing an obligation to carry out structural work which the Lessee is not required to carry out under this Document.

31 Default by lessee

31.1 Events of default

- (a) An Event of Default occurs if:
- (b) any Rent or Outgoings is unpaid for SEVEN (7) days after becoming due whether or not demand for payment is made;
- (c) the Lessee is in breach of any of the Lessee's Covenants other than covenants to pay Rent or Outgoings for FOURTEEN (14) days after notice has been given to the Lessee;
- (d) the Lessee is a body corporate and:
 - (1) an application is made, a resolution is passed, or a meeting is convened for the purpose of considering a resolution, for the Lessee to be wound up unless the winding up is for the purpose of reconstruction or amalgamation; or
 - (2) a resolution is passed, or a meeting is convened for the purpose of considering a resolution, for the appointment of an administrator of the affairs of the Lessee;
- (e) the Lessee admits in writing its inability to pay its debts;
- (f)
 - (1) a compromise or arrangement is made between the Lessee and its creditors; or
 - (2) an application is made to a Court for an order summoning a meeting of any class of creditors of the Lessee;
- (g) a controller, as defined by the Corporations Law, is appointed in respect of any property of the Lessee;
- (h) a mortgagee takes possession of any property of the Lessee;
- (i) any execution or similar process is made against the Premises or the property of the Lessee;
- (j) an application is made or notice given or other procedure commenced for the dissolution or cancellation of the registration of the Lessee under the Corporations Law or any analogous process; or
- (k) the Lessee, being a natural person, commits an act of bankruptcy.

31.2 Lessor may retake possession

After an Event of Default has occurred and without any notice or demand, the Lessor may at any time enter the Premises, and on re-entry the Term will immediately determine but without:

- (a) affecting any of the Lessor's Rights; or
- (b) releasing the Lessee or the Guarantor from liability in respect of the Lessee's Covenants.

31.3 Acceptance of Money Payable not to prejudice Lessor's Rights

Demand by the Lessor for, or acceptance of, Money Payable after an Event of Default has occurred will not:

- (a) affect the exercise by the Lessor of the Lessor's Rights; or
- (b) operate as an election by the Lessor either to exercise or not to exercise the Lessor's Rights.

31.4 Lessor may remedy Lessee's default

If the Lessee:

- (a) omits or neglects to pay any Money Payable; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants;

the Lessor may on each occasion without affecting any right, remedy or power arising from that default:

- (c)
 - (1) pay that Money Payable;
 - (2) do or cease the doing of that thing; or
 - (3) both;
- (d) as if it were the Lessee; and enter and remain on the Premises for that purpose;

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

31.5 Exercise of Lessor's Rights

- (a) If the Lessor exercises the Lessor's Rights, it is presumed that the Lessor is entitled to exercise the Lessor's Rights unless the Lessee proves otherwise.
- (b) The Lessor may exercise the Lessor's Rights:
 - (1) without notice being required other than as provided in this Document; and
 - (2) notwithstanding laches, neglect or previous waiver by the Lessor in respect of any breach of the Lessee's Covenants or the exercise of the Lessor's Rights.

31.6 Essential terms

Each of the Lessee's Covenants which are specified in:

- (a) clauses 5 ('RENT'), 8 ('OUTGOINGS') and 11 (GOODS AND SERVICES TAX);
- (b) clauses 13.1 and 13.3 ('LESSEE TO MAINTAIN PREMISES' 'General' and 'Repair promptly');
- (c) clause 14 ('ALTERATIONS');
- (d) clause 15.1 ('USE OF PREMISES' 'Purpose');
- (e) clause 23 ('INSURANCE'); and

(f) clause 37 ('ASSIGNING AND CHARGING');

are essential terms of this Document but this subclause does not mean or imply that there are no other essential terms in this Document.

31.7 Damages for breach of essential terms

In addition to any other remedy or entitlement of the Lessor including the right to terminate the estate granted by this Document:

- (a) the Lessee must compensate the Lessor in respect of any breach of an essential term;
- (b) the Lessor is entitled to recover damages from the Lessee in respect of such breaches; and
- (c) the Lessee COVENANTS with the Lessor, which covenant will survive the Termination or any deemed surrender at law of the estate granted by this Document, that if the Term is determined:
 - (1) for breach of an essential term by the acceptance by the Lessor of a repudiation of this Document by the Lessee; or
 - (2) following the failure by the Lessee to comply with a notice given to the Lessee to remedy any default;

the Lessee must pay to the Lessor on demand the total of:

- (3)
 - (A) the Rent then payable under this Document; and
 - (B) the Lessor's reasonable estimate of the Outgoings which would have been payable by the Lessee;for the unexpired balance of the Term if the Term had expired by effluxion of time; and
- (4) Losses incurred or reasonably expected to be incurred by the Lessor as a result of that early determination including, but not limited to, all costs of reletting or attempting to relet the Premises;

less the rent and other money which the Lessor reasonably expects to obtain by reletting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; but the Lessor:

- (5) must take reasonable steps to mitigate its Losses and endeavour to relet the Premises at a reasonable rent and on reasonable terms; and
- (6) is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Document.

31.8 Certificate to be conclusive

A certificate given to the Lessee by the Lessor of the amount of the Rent and Outgoings under clause 31.7(c) will be conclusive as between the Parties except in the case of manifest error.

31.9 Separate suits

The Lessor may without prejudice to any other remedy, sue the Lessee for any Money Payable which may from time to time become due and owing by the Lessee to the Lessor and in particular, the Lessor may:

- (a) sue for any instalments of Rent outgoings as and when those instalments become due; and
- (b) by a separate suit or suits sue for any further sum or sums which may be found to be due or owing by the Lessee to the Lessor on the completion of the calculations made at the end of each Lease Year; and

neither the institution of any suit nor the entering of judgment in any suit will bar the Lessor from bringing a separate or subsequent suit or suits for the balance of any Money Payable.

32 Destruction or damage to premises

32.1 Major rebuilding required

If the Premises or any part of the Premises is so destroyed or damaged as to require major rebuilding, the Lessor:

- (a) may within THREE (3) months of the destruction or damage terminate the Term with immediate effect by notice to the Lessee;
- (b) will not be obliged to rebuild the Premises or that part damaged; and
- (c) unless the Lessor has Terminated the Term, must within THREE (3) months of the destruction or damage give notice to the Lessee advising it:
 - (1) whether or not it intends to rebuild; and
 - (2) if it intends to rebuild, how long that rebuilding is estimated to take.

32.2 Abatement of Rent

If:

- (a) the Premises are Unfit for Occupation; and
- (b) payment of insurance money in respect of the damage or destruction causing the Premises to be Unfit for Occupation is not at any time refused or withheld in whole or in part as a result of any act or omission of the Lessee;

the Rent or a fair and just proportion according to the nature and extent of the damage sustained will from the date of damage or destruction until the Premises are reinstated and are no longer Unfit for Occupation abate and cease to be payable.

32.3 Lessee may Terminate

If the Premises are Unfit for Occupation and:

- (a) the Lessor has given the Lessee notice under clause 32.1 that it does not intend to rebuild; or
- (b) the Premises remain Unfit for Occupation for a period of at least THREE (3) months;

the Lessee may give the Lessor notice to terminate the Term with immediate effect but without affecting the rights of the Lessor in respect of any unpaid Money Payable or any antecedent breach by the Lessee of any of the Lessee's Covenants.

33 Option to renew

If:

- (a) the Lessee at least THREE (3) months but not earlier than SIX (6) months prior to the date for commencement of a Further Term gives the Lessor notice to grant the Further Term; and
- (b) there is no subsisting default by the Lessee at the date of service of the notice and at the date for commencement of that Further Term in:
 - (1) the payment of the Money Payable; or
 - (2) the performance or observance of the Lessee's Covenants;

the Lessor must grant to the Lessee that Further Term at the Rent and on the terms and conditions of this Document.

34 Holding over

If the Lessee remains in possession of the Premises after 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:

- (a) the Rent for the period immediately preceding expiry of the Term; and
- (b) the Outgoings which would have been payable by the Lessee if a Further Term had been granted at expiry of the Term;

and otherwise on the same terms and conditions as this Document.

35 Termination

35.1 Restoration of the Premises on Termination

Prior to Termination, the Lessee at the Lessee's cost must restore:

- (a) the Premises; and
- (b)
 - (1) the Facilities; and
 - (2) those parts of the Plant and Equipment;
affected by anything done by the Lessee or any previous occupier of the Premises or any part of the Premises;

to its original state having regard to the age of the Premises and the Lessee's Covenants.

35.2 Yield up and surrender keys

On Termination the Lessee must:

- (a) peaceably surrender and yield up to the Lessor the Premises in a condition consistent with observance and performance of the Lessee's Covenants;

- (b) surrender to the Lessor all keys and security access devices providing access to or within the Premises held by the Lessee whether or not provided by the Lessor.

35.3 Removal of Lessee's Fixtures

Prior to Termination, the Lessee must remove from the Premises and the Building all the Lessee's Fixtures and property of the Lessee and promptly make good to the satisfaction of the Lessor any damage caused by that removal.

36 Lessee's fixtures not removed at termination

36.1 Lessor may remove

On re-entry the Lessor will have the right to remove any property of the Lessee left in or about the Premises.

36.2 Lessee to indemnify

The Lessee INDEMNIFIES the Lessor against all damage caused by the removal of and the cost of storing that property.

36.3 Property may be sold

All Lessee's Fixtures and property belonging to the Lessee not removed at Termination will, at the Lessor's option become the absolute property of the Lessor and may be disposed of by the Lessor as the Lessor thinks fit.

36.4 Lessee to pay damages

In respect of any period until either:

- (a) the Lessor exercises an option under clause 36.3; or
- (b) the damage caused by the removal of the Lessee's Fixtures or property is made good;

whichever is the later, the Lessee must pay to the Lessor by way of damages an amount equal to the amount in respect of Rent and Variable Outgoings which would have been payable by the Lessee if the Lessee were Holding Over the Premises during that period.

37 Assigning and charging

37.1 No assignment without consent

The Lessee must not assign, mortgage or charge the leasehold estate in the Premises nor sublet, part with possession, or dispose, of the Premises or any part of the Premises without the consent of the Lessor and, if required, the Minister for Lands and except under this clause.

37.2 Exclusion of the Property Law Act

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

37.3 Changes in beneficial ownership of shares

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that

corporation or any holding company of that corporation within the meaning of the Corporations Law will be deemed to be an assignment of the leasehold estate created by this Document.

37.4 Directors or shareholders must guarantee

If the assignee is a corporation the shares in which are not quoted on any stock exchange in Australia, it will be a term of the Lessor's consent to the deed of assignment that the directors or the substantial shareholders at the option of the Lessor of that corporation guarantee to the Lessor the observance and performance by the assignee of the Lessee's Covenants including payment of all Money Payable.

37.5 Covenants of assignee supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not in any way relieve or be deemed to relieve the Lessee from the Lessee's Covenants.

38 Redevelopment

If:

- (a) the Lessor wishes to redevelop the Premises; and
- (b) such redevelopment is likely to involve the destruction of any part of the Premises or to interfere with access to or use of the Premises,

then:

- (c) the Lessor may terminate the Term by giving to the Lessee not less than SIX (6) months notice at any time;
- (d) on the expiration of such notice the Term will cease and determine without affecting the rights of the Lessor in respect of any antecedent breach by the Lessee of the Lessee's Covenants; and
- (e) the Lessee must on the expiration of such notice yield up the Premises to the Lessor in accordance with the covenants and conditions contained in clause 35 of this Document.

39 Consents

Unless this Document otherwise expressly provides, the Lessor may withhold consent to any matter requiring consent without specifying any reason.

40 Act by agents

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

41 Lessee liable for permitted persons

The Lessee is liable for the acts or omissions of Permitted Persons arising out of and in connection with the rights and obligations created by this Document.

42 Notice

42.1 Definition

In this clause **Notice** includes each notice, demand, consent or authority given or made to any person under this Document.

42.2 Form and Service

A Notice to a person:

- (a) must be in writing;
- (b) may be given or made by:
 - (1) delivering it to that person personally;
 - (2) addressing it to that person and leaving it at or posting it to:
 - (A) the address of that person appearing in this Document;
 - (B) that person's usual or last known place of residence;
 - (C) if that person is in business as a principal, that person's usual or last known place of business;
 - (D) if that person is a corporation, its registered office or principal place of business; or
 - (E) any other address nominated by that person by notice to the person giving the Notice; or
 - (3) sending a facsimile copy of the Notice to the facsimile copier number specified in Item 14 of the Schedule or any other number nominated by that person by notice to the person giving the Notice;
- (c) will be deemed to be given or made:
 - (1) if by personal delivery, when delivered;
 - (2) if by leaving the Notice at an address specified in paragraph (b), when left at that address unless the time of leaving the Notice is:
 - (A) not on a Business Day; or
 - (B) after FIVE (5) o'clock in the afternoon on a Business Day; when it will be deemed to be given or made on the next following Business Day;
 - (3) if by post, on the second Business Day following the date of posting of the Notice to an address specified in paragraph (b); and
 - (4) if by facsimile, when despatched by facsimile to a number specified in paragraph (b)(iii), unless the time of despatch is:
 - (A) not on a Business Day; or
 - (B) after FIVE (5) o'clock in the afternoon on a Business Day; when it will be deemed to be given or made on the next following Business Day; and
- (d) may be signed:
 - (1) if given by an individual, by the person giving the Notice;

- (2) if given by a corporation, by a director, secretary or manager of that corporation; or
- (3) by a solicitor or other agent of the person giving the Notice.

42.3 Conclusive evidence

- (a) A certificate signed by the Lessor that a Notice has been given or made in a manner specified in this clause is conclusive evidence of the fact that that Notice was given or made on the date and time stated.
- (b) Without limiting paragraph (a), if a Notice is given to or made on any person other than the Lessor by posting to an address specified in clause 42.2(b), a document signed by an officer of a post office or stamped with a post office stamp, acknowledging receipt of the Notice for posting, is conclusive evidence of the fact that the Notice was posted on the date stated.

43 Proper law

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

44 Accrual on daily basis

Money Payable accrues on a daily basis.

45 Statutory powers

The powers conferred on the Lessor by or under any statute for the time being in force are, except to the extent inconsistent with the terms and provisions expressed in this Document, in augmentation of the powers conferred on the Lessor by this Document.

46 Moratorium not to apply

To the fullest extent permitted by law, the provisions of a statute which would, but for this clause:

- (a) extend or postpone the date of payment of money;
- (b) reduce the rate of Interest; or
- (c) abrogate, nullify, postpone or otherwise affect any condition;

under this Document do not apply to limit or affect the terms of this Document.

47 Effect of execution

This Document is binding on each Guarantor who executes it notwithstanding:

- (a) the failure of any other person named as a Guarantor to execute it; or
- (b) the avoidance or unenforceability of any part of the Document.

48 Severance

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

49 Waivers

49.1 Failure or delay is not waiver

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

49.2 Partial exercise does not preclude further exercise

A single or partial exercise of any right, power or privilege does not preclude:

- (a) any other or further exercise of that right, power or privilege; or
- (b) the exercise of any other right, power or privilege.

50 Variation

This Document may be varied only by deed executed by the Parties.

51 Further assurances

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

52 Counterparts

This Document may be executed in any number of counterparts each of which is an original and all of which constitute one and the same instrument.

53 Payment of money

Any sum of money to be paid to the Lessor must be paid to the Lessor at the Address or as otherwise directed by the Lessor by notice from time to time.

54 Interpretation

54.1 Headings

Except in the Schedule, headings in this Document do not affect its interpretation.

54.2 Last day not a Business Day

When the day or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day.

54.3 Joint and several covenants

If a Party comprises two or more persons, the covenants and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or any two or more of them.

54.4 Reference to a Party

Unless contrary to the sense or context, a reference to a Party includes that Party's executors, administrators, personal representatives, successors and assigns, and if a Party comprises two or more persons, the executors, administrators, personal representatives, successors and assigns of each of those persons.

54.5 Reference to other document

Subject to any contrary provision in this Document, a reference to any other deed, agreement, instrument or contract includes a reference to that other deed, agreement, instrument or contract as amended, supplemented or varied from time to time.

54.6 Reference to a statute

A reference to a statute includes a regulation, by-law, requisition or order made under that statute and any amendment to or re-enactment of that statute, regulation, by-law, requisition or order from time to time in force.

54.7 Singular, plural and gender

Where applicable:

- (a) words denoting the singular include the plural;
- (b) words denoting the plural include the singular; and
- (c) words denoting a gender include each gender.

54.8 Reference to a person and a body corporate

Where applicable:

- (a) a reference to a body corporate includes a natural person; and
- (b) a reference to a person includes a body corporate.

54.9 Professional body

A reference to a professional body includes a successor to or substitute for that body.

54.10 Month

Unless contrary to the sense or context, **month** means calendar month.

54.11 Lessee's Covenants

Unless contrary to the sense or context, a covenant by the Lessee not to do or omit to do any act or thing includes:

- (a) a covenant not to suffer that act or thing to be done or omitted to be done by a Permitted Person; and
- (b) a covenant to do everything necessary to ensure that that act or thing is not done or omitted to be done.

55 Land Administration Act

If the Land is subject to the provisions of the *Land Administration Act 1997 (LAA)*, then the following provisions will apply to this lease of the Premises:

- (a) the grant of this lease is subject to and conditional on the Minister for Lands consenting to this Document;
- (b) the consent of the Minister for Lands must be obtained to any assignment, subletting, mortgage or charge of the leasehold estate in the Premises, in addition to the consent of the Lessor in accordance with clause 39.1;
- (c) this Document must be registered at the Department of Land Administration, at the cost of the Lessee; and
- (d) the provisions of this Document are subject to the provisions of the LAA in relation to the Premises.

56 Special Conditions

- (a) The Special Conditions are incorporated in and form part of this Document; and
- (b) if any inconsistency arises between any Special Condition and any other term of this Document, the Special Condition will prevail.

Schedule

- 1 Premises:**
The area of Land (being approximately 931m²) as depicted on the plan annexed hereto as Annexure 1 including all buildings (being approximately 125m²), structures, alterations, additions and improvements on that part of the land, or erected on that part of the Land during the Term.
- 2 Land:**
Lot 307 on Deposited Plan 202376, being the whole of land comprised in Certificate of Title Volume 107 Folio 3A
- 3 Term:**
Two (2) years
- 4 Date of commencement:**
[INSERT]
- 5 Further term:**
Nil
- 6 Rent:**
[INSERT]
- 7 Rent review dates:**
One (1) year after commencement of lease and every year thereafter.
- 8 Address:**
Lot 246 Poinciana Street
PO Box 567
Tom Price WA 6751
- 9 Managing agent:**
n/a
- 10 Rate of interest:**
FOUR PERCENT (4%) above the Westpac Indicator Lending Rate published by Westpac from time to time.
- 11 Painting and decorating intervals:**
Each FIVE (5) years and in any event within THREE (3) months before Termination.
- 12 Insurance**
- 12.1 Public liability insurance amount:**
\$20,000,000
- 12.2 Workers Compensation amount:**
\$50,000,000
- 13 Permitted use:**
[INSERT]
- 14 Email address:**
Lessor: soa@ashburton.wa.gov.au
Lessee: [INSERT]
- 15 Special Conditions**
- 15.1 Utilities and Services**

The Lessee must pay the cost of the utilities and services as set out in the table below. For the avoidance of any doubt, if there are any inconsistencies between any clause of this Lease and the table set out below, the Parties agree that the table will prevail.

Utility or service	Amount payable by Lessee
Local Authority Rates	100%

Land tax	100%
Water consumption and rates	100%
Sewerage rates	100%
Gas	100%
Electricity	100%
Telephones, including line charges	100%
Cost of installation of any meter, wiring or other device necessitated by the use of a utility and service	100%
Cost of weekly 240L rubbish bin collection	100%
Building insurance	100%
Premises maintenance	
Garden maintenance	100%
Car park maintenance	100%
Portable amenities maintenance	100%

16 Inventory

Air-conditioners (# TBC)
Venetian blinds fitted to all windows
Roller blind fitted to toilet window
Fire extinguishers (2)
Fire blanket

SIGNED on behalf of
THE SHIRE OF ASHBURTON
under delegated authority:

Chief Executive Officer Signature

Neil Hartley

[insert signing authority]

[INSERT POSITION] Signature

[INSERT POSITION] Name

Witness Signature

Witness Name

Witness Signature

Witness Name

NOTE:
UNDERGROUND SERVICE INFORMATION SOURCED FROM DIAL BEFORE YOU DIG[®] AND IS VALID FOR 14 DAYS FROM APPLICATION DATE. THIS INFORMATION IS FOR INDICATIVE PURPOSES ONLY. LIFTING OF COVERS AND EXCAVATION MUST BE DONE FOR ACCURATE IDENTIFICATION AND LOCATION OF SERVICES.

NOTES
This plan has been prepared for the client and should not be used for any other purpose unless authorised by Whelans Australia Pty Ltd.

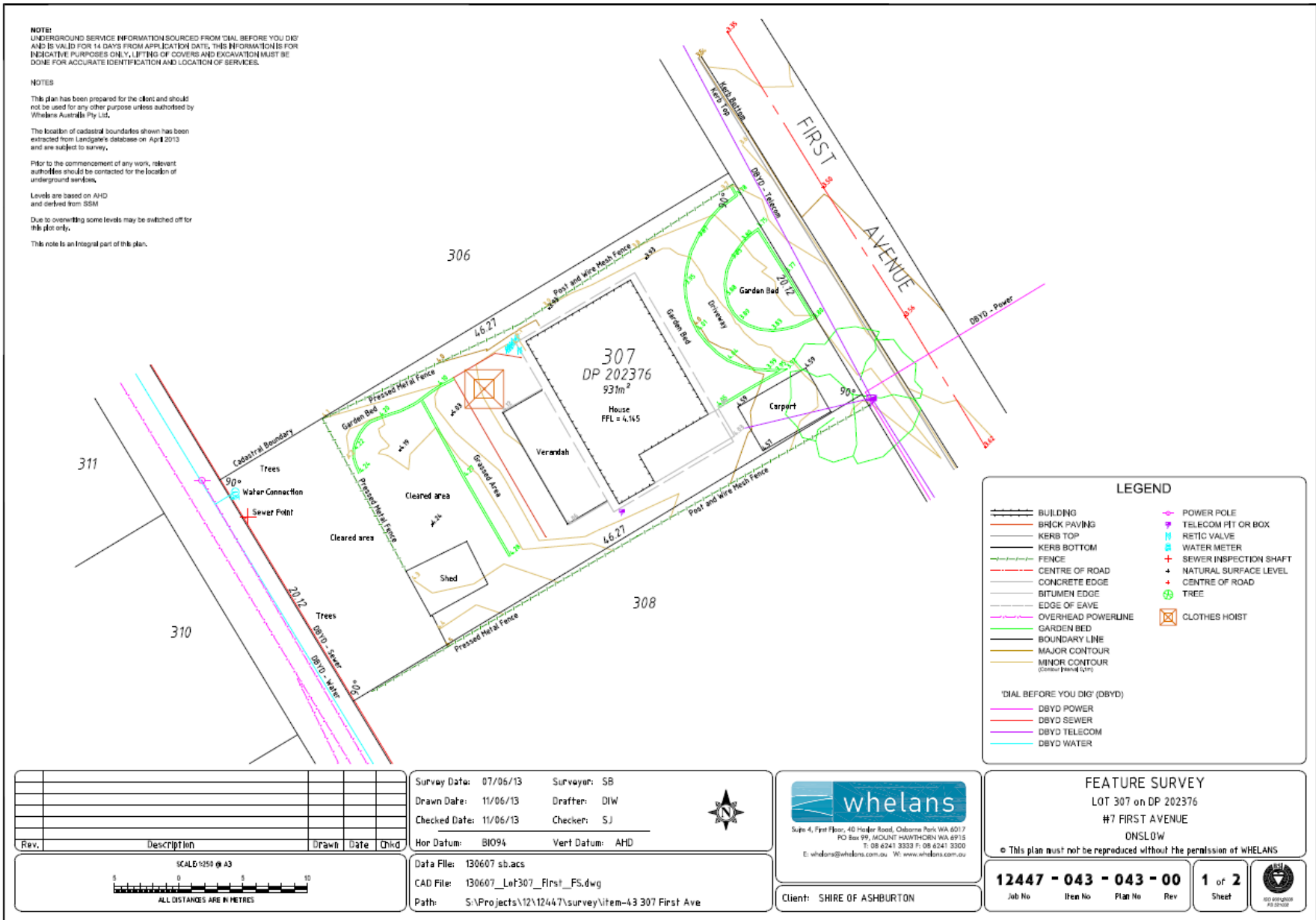
The location of cadastral boundaries shown has been extracted from Landgate's database on April 2013 and are subject to survey.

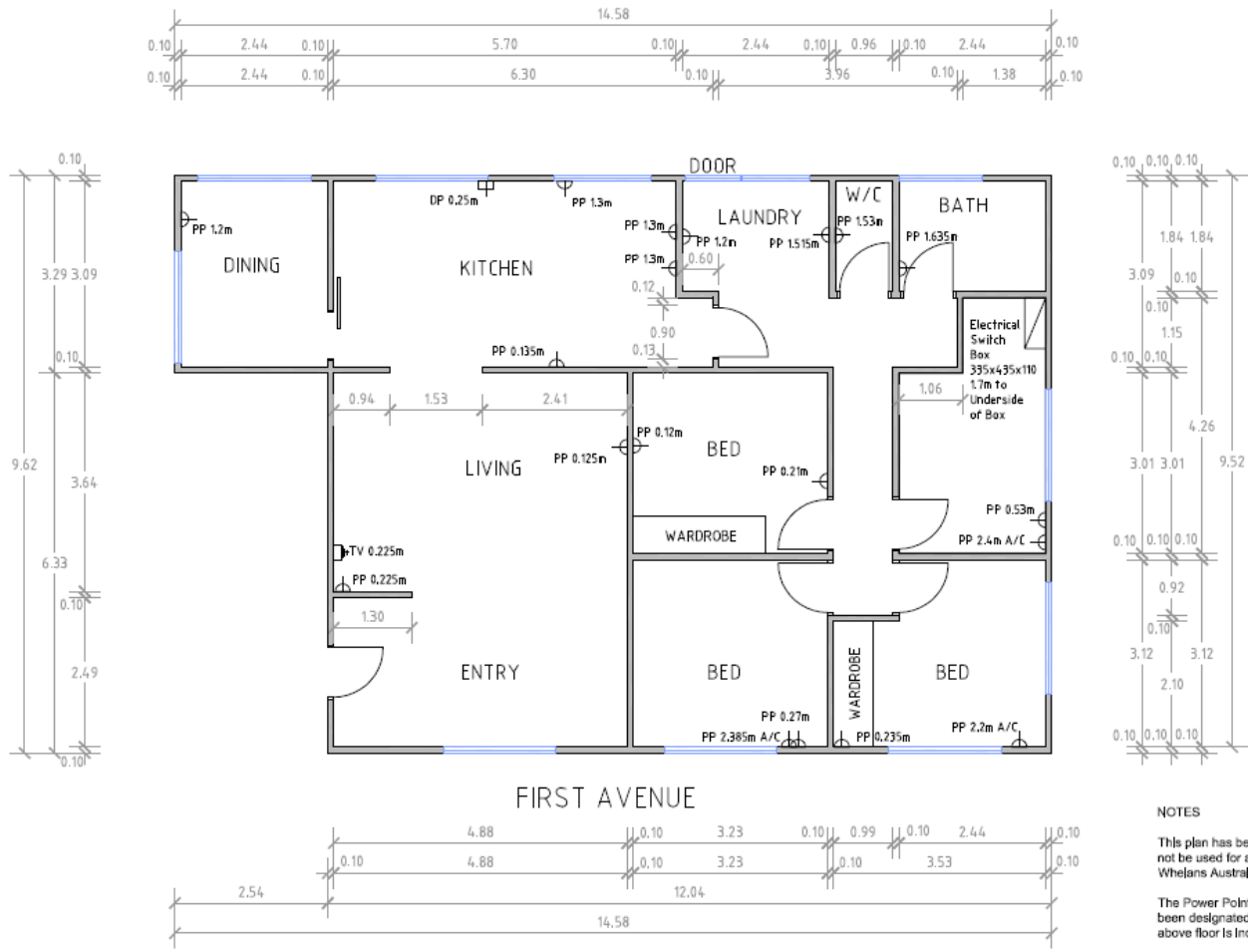
Prior to the commencement of any work, relevant authorities should be contacted for the location of underground services.

Levels are based on AHD and derived from SSM

Due to overwriting some levels may be switched off for this plot only.

This note is an integral part of this plan.





NOTES

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The Power Points, Data Point, and Antenna Point have been designated by PP, DP, TV respectively, and height above floor is indicated in m.

Rev.	Description	Drawn	Date	Chkd

SCALE: 1:100 @ A4
ALL DISTANCES ARE IN METRES

Survey Date: 07/06/13 Surveyor: SB
 Drawn Date: 11/06/13 Drafter: DIW
 Checked Date: 11/06/13 Checker: SJ

Hor Datum: N/A Vert Datum: N/A

Data File: FLOORPLAN.dwg Sheet: 2 of 2
 CAD File: 130607_Lot307_First_FS.dwg
 Path: S:\Projects\12\12447\survey\item-43 307 First Ave

whelans
 Suite 4, First Floor, 40 Hooper Road, Osborne Park WA 6017
 PO Box 99, JOONBURRI HWY/STATION WA 6015
 T: 08 6241 3333 F: 08 6241 3300
 E: whelans@whelans.com.au W: www.whelans.com.au

Client: SHIRE OF ASHBURTON

FLOOR PLAN
 Lot 307 on DP 202376
 #7 FIRST AVENUE
 ONSLOW

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Job No	Item No	Plan No	Rev

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