

## Council

### POLICY REVIEW - ELECTED MEMBER EXPENSES TO BE REIMBURSED

Elected Members Expenses to be reimbursed Policy  
with amendments

Meeting Date: 12 September 2017

Number of Pages: 4

**ELECTED MEMBER EXPENSES TO BE REIMBURSED**

DIVISION	BUSINESS UNIT	RESPONSIBILITY AREA
CEO	CEO	Councillor Services

**OBJECTIVE**

To enable Councillors to attend meetings, conferences and training opportunities while ensuring that individuals are not financially disadvantaged in doing so.

**POLICY**

That elected members receive reimbursement of expenses as detailed below whilst attending the following:

1.
  - a) Council and Committee meetings held in accordance with the provisions of the Local Government Act;
  - b) Any function or meeting as an appointed representative of the Council where specifically authorised by the Council;
  - c) Conferences and training sessions specifically authorised by the Council;
  - d) Any official social function organised by, or on behalf of, the Shire of Plantagenet.
2. Travel
  - a) Councillors should utilise Council vehicles to attend meetings where they are authorised delegates of the Council subject to a vehicle being available;
  - b) Reimbursement for the use of a private vehicle to be set in accordance with Clause 15.2 (Vehicle Allowance) of the Local Government Industry Award 2010;
  - c) Where a Councillor is a member of an external committee and reimbursement of expenses is a condition of the membership, reimbursement of expenses will not be provided by the Council; and
  - d) If a Council vehicle is made available and not utilised, no expenses will be reimbursed for the use of a private vehicle.

**3. Accommodation**

Accommodation, meals, and parking expenses incurred to a maximum of ~~\$375.00~~ **\$400.00** per day will be reimbursed provided that all receipts are presented. Any unforeseen or additional expenses incurred will be paid only with respect to each individual claim at the discretion of the Chief Executive Officer in consultation with the Shire President.

Refreshments consumed with meals will be reimbursed, however all other refreshments (e.g. hotel mini bar) will not be reimbursed by the Council.

4. Conference/Meeting Attendance Costs

Where conference attendance is authorised by the Council, all conference attendance costs will be paid/reimbursed. Reimbursement for partners of members will be limited to:

- a) All meal costs;
- b) Accommodation, where such does not incur any additional expenditure for the Council;
- c) Any official social functions included on the official program of the conference/meeting; and
- d) All events listed on the partner's itinerary.

5. Priority will be given to any conference or seminar that is specifically relevant to Councillors. Attendance at such conference or seminar is subject to approval by the Council. Councillors' attendance at seminars/conferences is subject to budget provision.

6. Conferences, seminars or courses held by organisations of which the Council is a member, or has an interest in, would usually be attended by the Council's appointed representatives to those organisations.

7. When determining costs of a conference or seminar, all costs associated with attendance at the conference or seminar, including travel, accommodation, meals, telephone and other expenses, within reason and supported by receipts, to be included and paid for by the Council.

8. Reports of conference or seminar attendance are required in writing to the Council for inclusion in the Information Bulletin immediately following the conference/seminar attendance.

9. The type of conference or seminar that Councillors attend would generally be related to a particular function or activity in which the Council is involved, rather than individual or personal development type conference/seminars.

10. Elected Member – Local Government Training – Learning and Development Pathway

10.1 As soon as practicable after appointment, newly elected are encouraged to undertake the training module 'Understanding Local Government'. This course provides an overview of the roles and responsibilities of Elected Members, the Local Government environment and protocols and procedures affecting the way Local Governments operate.

10.2 Within their first term, Councillors are encouraged to undertake the Elected Member Skill Set which involves two days or six hours online training which addresses the introductory skills required to operate effectively in the Local Government environment.

10.3 All Councillors are encouraged to strive for a Diploma of Local Government which involves 10 modules (two of which may have been completed within the 'Elected Member Skill Set' training).

- 10.4 All Local Government training requests referred to in 10.1, 10.2 and 10.3 above are to be forwarded to the Chief Executive Officer who, in consultation with budget allocations, make arrangements for registrations.

Notes:

Accommodation requirements, whenever possible, are to be arranged in advance by the Chief Executive Officer and confirmed by an official purchase order. With regard to all other expenses, receipts are to be submitted to the Chief Executive Officer for reimbursement.

**ADOPTED: 24 SEPTEMBER 2002**

**LAST REVIEWED: ~~31 MARCH 2015~~ 12 SEPTEMBER 2017**

Council

PORONGURUP HALL – LOCATIONS 3569 AND  
3570 (RESERVE 15133) – PROPOSED LEASE TO  
PORONGURUP COMMUNITY ASSOCIATION INC

Lease

Diagram – Proposed Extensions

Meeting Date: 12 September 2017

Number of Pages: 24

**Dated 12 September 2017**

**SHIRE OF PLANTAGENET**

**AND**

**PORONGURUP COMMUNITY ASSOCIATION INC.**

**LEASE**

**Reserve 15133  
Being Loc. 3569 & 3570 Porongurup Road, Porongurup  
(Porongurup Hall)**

## CONTENTS

Recitals	1
Operative Provisions	1
1. INTERPRETATION	1
1.1 Definitions	1
1.2 Interpretation	2
2. LEASE	2
2.1 Lease	2
2.2 Term	3
2.3 Rent	3
3. LESSEE'S OBLIGATIONS	3
3.1 Rates and taxes	3
3.2 Services	3
3.3 Maintenance	3
3.4 Cleaning	3
3.5 Make good damage	4
3.6 Entry by Lessor to view and to repair	4
3.7 Abatement of nuisances	4
3.8 Pests	4
3.9 No living in premises	5
3.10 Defacing	5
3.11 Rubbish	5
3.12 Disorderly behaviour	5
3.13 Compliance with written laws	5
3.14 Permitted purpose and operation of lessee's affairs	5
3.15 Insurances	5
3.16 Evidence of insurance cover	6
3.17 Not to void insurances	6
3.18 Compliance with insurance regulations	6
3.19 Indemnity	7
3.20 Alterations and improvements	7
3.21 Notice of defects	7
3.22 Sale and storage of alcohol	7
3.23 Assignment or subletting	8
3.24 Signs	8
3.25 Legal costs	8
3.26 Lessee to make good	8
3.27 No Registration or absolute caveat	9
4. QUIET POSSESSION	9
5. MUTUAL AGREEMENTS	9
5.1 Default	9
5.2 Lessor's powers	11
5.3 Damage to the Premises	11
5.4 Entry by Lessor	11
5.5 Works by Lessor	11
5.6 Holding over	12
5.7 No waiver	12
5.8 No warranty	13
5.9 Lessor's right to install services	13
5.10 Execution of works by Lessor	13
5.11 Notices	14
5.12 Additional terms, covenants and conditions	14
6. ESSENTIAL TERMS	14
7. GST	14
SCHEDULE 1	16
SCHEDULE 2	17
EXECUTED by the parties	18
PLAN OF PREMISES	19

## LEASE

This Lease dated 1 June 2015

**PARTIES** SHIRE OF PLANTAGENET of Lowood Road Mount Barker, Western Australia ("the Lessor")

and

The person or persons described in Item 1 of Schedule 1 ("the Lessee")

## RECITALS

The Lessor has agreed to lease the Premises to the Lessee on and subject to the terms and conditions of this Lease.

## OPERATIVE PROVISIONS

### 1. INTERPRETATION

#### 1.1 Definitions

In this Lease, unless the contrary intention appears:

**'Commencement Date'** means the commencement date of the Term specified in Item 3 of Schedule 1;

**'GST'** means a tax, impost or other duty raised on the supply of goods and services and imposed by the Commonwealth of Australia or a state or territory of the Commonwealth of Australia;

**'Land'** means the land described in Item 2 of Schedule 1;

**'Lessee'** if only one Lessee is a party means the Lessee and the executors, administrators and permitted assignees of the Lessee and if there are two or more Lessees parties means the Lessees and each of them and their and each of their executors, administrators and permitted assigns and if the Lessee or any of the Lessees is a corporation includes the successors and permitted assigns of the Lessee;

**'Lessor'** if only one Lessor is a party means the Lessor and the executors, administrators and assigns of the Lessor and if there are two or more Lessors parties hereto means the Lessors and each of them and their and each of their executors, administrators and assigns and if the Lessor or any of the Lessors is a corporation includes the corporation and its successors and assigns;

**'Premises'** means the premises described in Item 2 of Schedule 1 and includes all improvements and buildings on the premises at the Commencement Date erected or carried out at anytime during the Term and whether erected or carried out by the Lessor or the Lessee;



**‘Rent’** means the Rent payable by the Lessee pursuant to this Lease;

**‘Term’** means the term of this Lease as specified in Item 3 of Schedule 1 commencing on the Commencement Date and any shorter period in the event of the early determination of the Term.

## **1.2 Interpretation**

In this Lease, unless the contrary intention appears:

- (a) words suggesting the singular include the plural and vice versa;
- (b) words suggesting any gender include any other gender;
- (c) reference to a person include a company, corporation, and unincorporated or incorporated association or statutory authority;
- (d) references to clauses, paragraphs, subparagraphs and Schedules are to clauses, paragraphs, and subparagraphs of, and schedules to, this Lease as amended from time to time in accordance with the terms of this Lease;
- (e) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and is not to affect the interpretation of this Lease;
- (f) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for such laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;
- (g) where the words ‘includes’ or ‘including’ are used, they are taken to be followed by the words ‘without limitation’;
- (h) a reference to any body is:
  - (i) if that body is replaced by another organisation, taken to refer to that organisation; and
  - (ii) if that body ceases to exist, taken to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body; and
  - (iii) all dollar amounts specified in this Lease are in Australian dollars.

## **2. LEASE**

### **2.1 Lease**

- (1) The Lessor grants a lease to the Lessee and the Lessee takes a lease of the Premises on and subject to the terms of this Lease.

- (2) Where the Land is Crown land the grant of a lease under subclause (1) is subject to the approval of the Minister of Lands.

## **2.2 Term**

The Premises are held by the Lessee as tenant for the Term commencing on the Commencement Date specified in Item 3 of Schedule 1 and expiring on the expiry date specified in Item 3 of Schedule 1 the Lessee paying therefore the Rent payable in the manner provided in this Lease.

## **2.3 Rent**

- (1) The Lessee must pay to the Lessor for each year the annual rent specified in Item 4 of Schedule 1.
- (2) The Rent is payable in the manner set out in Item 5 of Schedule 1.

## **3. LESSEE'S OBLIGATIONS**

### **3.1 Rates and taxes**

The Lessee must punctually pay all rates, assessments, levies or taxes levied or assessed or to be levied or assessed by the Commonwealth, the State, the local government, any water supply authority, any sewerage authority or by any other authority whether statutory, governmental, or otherwise which:

- (a) are at any time during the Term or any holding over to any extent charged on the Premises or on the Lessor in respect of the Premises or both; or
- (b) arise out of or by reason of the method or kind of business carried on by the Lessee.

### **3.2 Services**

The Lessee must punctually pay for all water, gas, electricity, telephone, rubbish and other utility services which are either provided to or used on the Premises.

### **3.3 Maintenance**

- (1) The Lessee must keep and maintain every part of the Premises and all lighting and electrical installations and all drainage and septic systems and all other fixtures and fittings in good and substantial repair, order and condition, fair wear and tear excepted.
- (2) The Lessee must keep and maintain all areas of the grounds.
- (3) The Lessee need not carry out repairs of a structural nature.

### **3.4 Cleaning**

The Lessee must keep and maintain the Premises well cleansed and drained in good

sanitary condition and properly disinfected, free from rubbish, refuse and disused material of any kind and the Lessee must observe, perform, discharge, execute and take such sanitary measures and precautions and subject to clause 3.21, construct such works and make such amendments, alterations and additions to the Premises at any time during the Term as are required by or under any written law.

### **3.5 Make good damage**

At the Lessee's own expense from time to time the Lessee must make good any breakage, defect or damage to the Premises or any adjoining premises or facilities or any other property caused by want of care, misuse or abuse on the part of the Lessee or the Lessee's employees agents, contractors, invitees, licensees, sub-tenants or other persons claiming through or under the Lessee or otherwise occasioned by any breach or default of the Lessee under this Lease.

### **3.6 Entry by Lessor to view and to repair**

- (1) The Lessee must permit the Lessor, the Lessor's architects, agents and contractors at all reasonable times to enter into and upon the Premises in order to view and examine the state of repair, order and condition and to leave upon the Premises notice of any lack of repair, order, condition, neglect or defect for which the Lessee is liable and requiring the Lessee to make good the same within the time specified in the notice and the Lessee must make good the same in accordance with the notice to the satisfaction of the Lessor.
- (2) The Lessee must permit the Lessor, the Lessor's agents and contractors at all reasonable times and, in the case of emergency, at any time to enter into and remain upon the Premises with all necessary plant, equipment and materials to carry out any works or make any repairs or alterations or additions to the Premises.

### **3.7 Abatement of nuisances**

- (1) The Lessee must not do or omit to do any act matter or thing which may be or be deemed to be a nuisance within the meaning of the Health Act 1911 or any other Act or under any planning scheme, local law, regulation or written law applicable to the Premises or the use or occupation of the Premises by the Lessee and the Lessee must immediately abate any such nuisance or alleged nuisance.
- (2) The Lessee must ensure that the Premises are not used in any manner which may be or become a nuisance, disturbance or annoyance to the quiet and comfort of any occupier of any premises in the vicinity of the Premises and on being required to do so by the Lessor or any employee or agent of the Lessor the Lessee must immediately abate the nuisance, disturbance or annoyance.

### **3.8 Pests**

The Lessee must keep the Premises free of ants, termites, rodents, pests and vermin.

### **3.9 No living in premises**

The Lessee must not use or permit the use of any part of the Premises for living or sleeping or for any unlawful purpose.

### **3.10 Defacing**

The Lessee must not mark, paint, drill, write on or in any way deface any wall, ceiling, floor, wood, stone or ironwork of the Premises unless permitted by this Lease.

### **3.11 Rubbish**

The Lessee must not permit any rubbish or garbage to accumulate on the Premises unless confined in suitable containers which are located so as not to be visible to members of the public.

### **3.12 Disorderly behaviour**

The Lessee must prevent disorderly behaviour and indecent language at the Premises.

### **3.13 Compliance with written laws**

The Lessee must comply with, carry out and perform the requirements of the Local Government Act, the Health Act and any other Act, ordinance, town planning scheme, local law, regulation or written law or of any notice, requisition or order under a written law applicable to the Premises or the use or occupation of the Premises.

### **3.14 Permitted purpose and operation of Lessee's affairs**

- (1) The Lessee must use the Premises only for the purpose specified in Item 6 of Schedule 1 or for any other purpose first approved in writing by the Lessor.
- (2) The Lessee must at all times conduct its affairs for the purpose specified in Item 6 of Schedule 1 in a first class businesslike and reputable manner and with due diligence and efficiency.
- (3) Without limiting subclause (1), where the Land is reserved Crown land the Lessee must not use the Land contrary to the purpose for which the Land is reserved.

### **3.15 Insurances**

- (1) The Lessee must, at the Lessee's expense, effect and keep current, with an insurance company approved by the Lessor the following insurances in relation to the Premises:

#### **Public risk**

- (a) A policy covering public risk which:

- (i) is in the name of the Lessee and provides for a minimum cover of ten million dollars (\$10,000,000.00) for each accident, claim or event or such higher amount as the Lessor reasonably specifies;
- (ii) extends to cover any liability for the death of, or injury to, any person or damage to any person's property sustained when such person is using or entering or near the Premises, or sustains the injury or damage as a result of an act or omission of the Lessee, its agent, licensee, employee or representative; and
- (iii) the premium for such policy will be reimbursed to the Lessee by the Lessor annually upon provision to the Lessor of a policy schedule and receipt.

### **Fittings and chattels**

- (b) A policy covering the Lessee's fittings, fixtures and chattels contained in or about the Premises for its full insurable value against loss or damage resulting from fire and extraneous risks including but not limited to water, storm and rainwater damage.
- (2) The Lessee must give to the Lessor at least 30 days' written notice before either cancellation of a policy or a reduction in its level or extent of cover.

### **3.16 Evidence of insurance cover**

- (1) Before taking possession of the Premises, the Lessee must deliver the insurance policies required under this Lease to the Lessor.
- (2) The Lessee must give satisfactory evidence to the Lessor that the policies have been renewed within 7 days after the expiration of each policy term.

### **3.17 Not to void insurances**

The Lessee must not at any time do or allow anything which may either render the insurances on the Premises or any part of it void or voidable.

### **3.18 Compliance with insurance regulations**

- (1) The Lessee must comply with insurance, sprinkler and fire alarm regulations as they relate to the use of the Premises.
- (2) The Lessee must pay to the Lessor the cost of any alterations to any sprinkler or fire alarm installation which may become necessary by reason of the non-compliance by the Lessee with the regulations of the Insurance Council of Australia or the requirements of the Lessor's insurer or both of them.
- (3) The Lessee must pay to the Lessor on demand the Lessor's costs of carrying out:

- (a) any testing and servicing of fire equipment and systems and of electrical equipment which may be required by law or recommended by any relevant authority; and
- (b) any alteration to any fire equipment and systems which may become necessary by reason of non-compliance by the Lessee with the requirements of any insurer, relevant authority or local government.

### **3.19 Indemnity**

- (1) The Lessee must indemnify the Lessor and keep the Lessor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with loss of life, personal injury or damage to property arising from or out of any occurrence in upon or at the Premises or the use by the Lessee of the Premises or to any person or the property of any person using or entering or near any entrance to the Premises or occasioned (wheresoever it may occur) wholly or in part by any act, neglect, default or omission by the Lessee its agents, contractors, servants, workmen, customers, members or any other person or persons using or upon the Premises with its consent or approval expressed or implied.
- (2) The Lessee must indemnify, and keep indemnified, the Minister for Lands from and against all claims for compensation or costs which may be incurred directly or indirectly by reason of or in relation to the use of the Premises by the Lessee.

### **3.20 Alterations and improvements**

The Lessee must not, without the prior written consent of the Lessor, make or permit to be made any alterations or additions to the Premises, including the alignment of the existing picket fence, or remove from the Premises any improvement and the Lessee must not cut maim or injure or suffer to be cut maimed or injured any of the walls, floors, ceilings, plumbing, gas or electrical fixture or fittings or timbers.

### **3.21 Notice of defects**

The Lessee must give to the Lessor immediate notice in writing of any damage to or defect in the Premises or the water or sewerage pipes, gas pipes, electrical light fixtures or any plant fittings or equipment in the Premises.

### **3.22 Sale and storage of alcohol**

- (1) The Lessee must not sell or permit the sale of any alcohol or alcoholic beverage on the Premises except with the prior consent in writing of the Lessor and in accordance with a licence under the Liquor Control Act 1988.
- (2) The Lessee must not store any quantity of alcohol or alcoholic beverage on the Premises except in accordance with the prior consent in writing of the Lessor.

### **3.23 Assignment or subletting**

- (1) The Lessee must not assign, sublet or part with the possession of the Premises or any part of the Premises and the Lease without the prior written consent of the Lessor.
- (2) Sections 80 and 82 of the Property Law Act 1969 are expressly excluded.
- (3) Where the Land is Crown land, the prior written consent of the Minister for Lands is required under subclause (1) in addition to the consent of the Lessor.
- (4) The Lessee must not mortgage, encumber or charge the Premises or the Lease.

### **3.24 Signs**

The Lessee must not, without the prior written consent of the Lessor, affix or exhibit or permit to be affixed to or exhibited upon any part of the exterior of the Premises or in any place visible from outside the Premises any placard, sign, notice, poster, hoarding or advertisement.

### **3.25 Legal costs**

- (1) The Lessee must pay to the Lessor on demand the costs (of a full indemnity basis) of and incidental to the negotiations and instructions for and the negotiations for, preparation and completion of this Lease and all copies of the Lease.
- (2) The Lessee must pay to the Lessor on demand all costs, charges and expenses (including solicitors' costs and surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of any notice under section 81 or any other section of the Property Law Act 1969 requiring the Lessee to remedy a breach of a provision of this Lease.

### **3.26 Lessee to make good**

- (1) At the expiration or sooner determination of this Lease:
  - (a) the Lessee must yield up the Premises to the Lessor in the condition required by this Lease; and
  - (b) the Lessee must remove from the Premises all fixtures, fittings and chattels brought onto the Premises by or for the use of the Lessee except for any structural improvements and any fixtures, fittings and chattels provided for the use of the Lessee and which the Lessor determines should remain in the Premises. The Lessee must not do or allow any damage to the Premises in such removal. If however any damage occurs the Lessee will immediately make it good; and
  - (c) the Lessee must remove any lettering, signs, names, advertisements and notices erected, painted, displayed or affixed onto or within the Premises and make good any damage caused by reason of such

erection, painting, displaying, affixing or removal. If the Lessee defaults under this clause the Lessor may remove and make good at the Lessee's expense.

- (2) If the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option do either or both of the following:
  - (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
  - (b) treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor may then deal with them in such manner as the Lessor determines. If the Lessor sells them then the Lessor need not account to the Lessee for the proceeds of sale but may apply the proceeds of sale as the Lessor sees fit.

### **3.27 No registration or absolute caveat**

- (1) The Lessee must not register this Lease or lodge any absolute caveat in respect of the Premises.
- (2) If any absolute caveat is registered or lodged or the Lease is registered by the Lessee, then in consideration of the Lessor having granted this Lease to the Lessee, the Lessee hereby irrevocably appoints the Lessor and each and every one of the officers or agents of the Lessor jointly and severally for the Term and for a period of 6 months after the Term the agent and attorney of the Lessee to surrender or withdraw the lease or caveat the cost of which must be borne and paid by the Lessee.

## **4. QUIET POSSESSION**

If the Lessee pays the Rent and performs its covenants contained in this Lease the Lessee may peaceably possess and enjoy the Premises for the Term without any interruption from the Lessor or any person lawfully claiming through, from or under its subject always to the rights, powers, remedies and reservations of the Lessor contained in this Lease.

## **5. MUTUAL AGREEMENTS**

### **5.1 Default**

If:

- (a) the Rent or any part of it is in arrears for 14 days even if it has not been formally demanded;
- (b) the Lessee breaches or does not comply with any provision whether expressed or implied in this Lease;
- (c) repairs required by any notice given by the Lessor under this Lease are not completed within the time specified in the notice;



- (d) the Lessee defaults in the payment of any moneys owing to the Lessor other than rent whether under this Lease or any other account after 14 days written demand for payment has been made by the Lessor on the Lessee;
- (e) the Lessee is a corporation and an order is made or a resolution is passed for the winding up of the Lessee except for the purpose of reconstruction or amalgamation with the written consent of the Lessor which consent is not to be unreasonably withheld;
- (f) the Lessee is a corporation and ceases or threatens to cease to carry on business or goes into liquidation whether voluntary or otherwise or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
- (g) the Lessee is a corporation and is placed under official management or an administrator is appointed under or pursuant to the provisions of the relevant Corporations Law or enters into a composition or scheme of arrangement;
- (h) the interest of the Lessee under this Lease is taken in execution;
- (i) the Lessee or any person claiming through the Lessee conducts any business from the Premises after the Lessee has committed an act of bankruptcy;
- (j) the Lessee abandons or vacates the Premises; or
- (k) the Lessee being an incorporated association:
  - (i) is wound up or resolves to be dissolved or wound up voluntarily;
  - (ii) without the prior written consent of the Lessor, changes its name, objects or constitution;
  - (iii) is convicted of an offence under the Associations Incorporations Act 1987,

then the Lessor may in addition to its other powers either:

- (i) re enter on the Premises or any part of them with force if necessary and eject the Lessee and all other persons from and repossess the Premises; or
- (ii) by notice in writing to the Lessee determine this Lease,

or both.

## **5.2 Lessor's powers**

- (1) If the Lessor exercises its powers under clause 5.1, this Lease is to terminate but the Lessee is not released from liability for any breach of or non-compliance with any provision of this Lease and the remedies available to the Lessor for recovery of arrears of rent or for prior breach or non-compliance are not affected.
- (2) On termination if the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option do either or both of the following:
  - (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
  - (b) if the Lessee does not remove or recover them within a month after termination of the Lease, treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor and the Lessor may then deal with them in such a manner as the Lessor determines. If the Lessor sells them, it need not account to the Lessee for the proceeds of sale, but may apply the proceeds of sale as it sees fit.

## **5.3 Damage to the Premises**

- (1) If the Premises are destroyed or damaged so as to render them, in the opinion of the Lessor, wholly or partially unfit for the Permitted Purpose then the Lessor may, on giving one month's notice in writing to the Lessee, terminate this Lease.
- (2) Termination under subclause (1) is without prejudice to any rights which may have accrued to either party prior to termination.
- (3) To avoid doubt, the Lessee is not entitled to any abatement of the Rent by reason of damage to, or destruction of, the Premises.

## **5.4 Entry by Lessor**

If the Lessee fails to duly and punctually observe or perform any provision of this Lease the Lessor is entitled to carry out the observance or performance of the provision and for that purpose the Lessor or the Lessor's architects, servants agent or workmen may if necessary enter the Premises and the cost and expense incurred in the observance or performance together with interest thereon at a rate of 2% per annum greater than the Rate of Interest is to be a debt due by the Lessee to the Lessor and is to be payable on demand and may be recovered by the Lessor in the same manner as if such debt were for rent due under this Lease in arrears by action in law and such cost expense and interest is to be a charge on the term.

## **5.5 Works by Lessor**

- (1) The Lessor may by itself or its agents at all reasonable times enter the Premises or any part of the Premises for any one or more of the following purposes:

- (a) complying with the terms of any legislation affecting the Premises and any notices served on the Lessor or Lessee by any statutory, licensing, municipal or other competent authority;
  - (b) carrying out any repairs, alterations or works of a structural nature;
  - (c) installing any services such as air-conditioning apparatus, automatic fire sprinklers, gas pipes, water pipes, drainage pipes, cables or electrical wiring;
  - (d) making any repairs which the Lessor may think necessary to the Premises;
  - (e) making any improvements or alterations to the adjoining Premises which the Lessor may consider necessary;
  - (f) taking inventories of fixtures;
  - (g) exercising the powers and authorities of the Lessor under this Lease.
- (2) In carrying out the works referred to in this clause the Lessor is not to cause unnecessary interference with the use of the Premises by the Lessee.

## **5.6 Holding over**

If the Lessee holds over the Premises upon the expiry of the Term then a tenancy from year to year is not to be presumed but in that event the tenancy is a tenancy from week to week at the rent then payable but otherwise upon the terms and conditions contained in this Lease insofar as they are applicable and is determinable at the expiration of one week's notice by either party to the other at any time.

## **5.7 No waiver**

- (1) No waiver (whether express or implied) by the Lessor of any breach of any covenant, obligation or provision contained or implied in this Lease is to operate as a waiver of any other breach of the same or any other covenant, obligation or provision contained or implied in this Lease and it does not operate as a waiver of the essentiality of any obligation which by virtue of this Lease is an essential term of this Lease.
- (2) In particular, any demand by the Lessor for, or any acceptance by the Lessor of, rent or other moneys payable under this Lease does not constitute a waiver by the Lessor of any breach of any provision in this Lease and does not create any new tenancy between the parties.
- (3) No custom or practice which has grown up between the parties in the course of administering this Lease is to be construed so as to waive or lessen the right of the Lessor to insist on the performance by the Lessee of all or any of the Lessee's obligations under this Lease.

## **5.8 No warranty**

- (1) This document embodies the whole transaction of leasing made by this Lease and all warranties, conditions and representations collateral or otherwise concerning the leasing whether written, oral, express or implied and whether consistent with this document or not are cancelled.
- (2) This Lease may be amended only by instruments in writing executed by the Lessor and the Lessee.
- (3) The Lessee acknowledges that it has entered into this Lease without relying on any representation or warranty by the Lessor except as stated in this clause and after satisfying itself as to the suitability of the Premises for the purpose of which the Premises are leased.

## **5.9 Lessor's right to install services**

The Lessor reserves to itself and to its employees agents and contractors the right to enter upon the Premises at all reasonable times with all necessary materials and appliances to erect, make, excavate, lay, or install in on over or under the Premises any posts, drains pipes, conduits, cables wires, or other things requisite for any existing or future service to the Premises together with the like right to enter upon the Premises for the purpose of inspecting, removing, maintaining, altering or adding to any such things relation to an existing service to the Premises and, in each such case the Lessor is to cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

## **5.10 Execution of works by Lessor**

If the Lessor desires or is required to:

- (a) execute any works which by law the Lessor is bound and has been required to execute on the Premises; or
- (b) build any further storeys upon any building; or
- (c) alter, repair, add to or re-build any part of the Premises; or
- (d) construct, erect, lay down, alter, repair, cleanse or maintain any drain, ventilator shaft, water pipe, electric wires or gas pipes in connection with or for the accommodation of the Premises or any adjoining property; or
- (e) underpin; or
- (f) reinstate or re-build in case of fire,

then and in any such case the Lessor may with or without employees, agents, workmen and contractors and appliances enter upon the Premises and carry out such works doing as little damage to the Premises as is reasonably possible and restoring them without unreasonable delay but without making compensation for any damage or inconvenience to the Lessee provided that in each case the Lessor is to cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

### 5.11 Notices

- (1) Any notice or demand from the Lessor to the Lessee is to be taken to be duly served if left for the Lessee on the Premises, if mailed by prepaid letter addressed to the Lessee at the address set in this Lease or if sent by facsimile machine to the Lessee's facsimile machine.
- (2) Any notice or demand from the Lessee to the Lessor is to be taken to be duly served if mailed by prepaid letter addressed to the Lessor at its office.
- (3) A notice or demand posted mailed is to be taken to be duly served at the expiration of 48 hours after the time of posting mailing and any notice given by one party to the other may be signed on behalf of the party giving it by a director, secretary, chief executive officer or solicitor.

### 5.12 Additional terms, covenants and conditions

The parties agree that all (if any) additional terms, covenants and conditions in Schedule 2 are taken to be incorporated in, and form part of, this Lease.

## 6. ESSENTIAL TERMS

The Lessee and the Lessor agree that each of clauses 2.3, 3.1, 3.2, 3.3, 3.4 3.14, 3.15 and 3.23 are essential terms of this Lease, and any breach or failure by the Lessee to comply with any of those clauses entitles the Lessor to all rights and remedies available to it in respect of breach of or failure to comply with an essential term.

## 7. GST

- (1) If GST is imposed or levied in respect of any supply by a party under or in accordance with this Lease (including the supply of the Premises or the supply of any goods, services, rights, benefits or other things) then the party making the supply may recover the GST Amount from the party receiving the supply in addition to the Consideration. The party making the supply must provide such invoices to the party receiving the supply as are required pursuant to the GST Legislation.

- (2) In this clause:

**'Consideration'** means any amount or consideration payable or to be provided pursuant to any provision of this Lease other than this clause;

**'GST'** means any form of goods and services tax or similar value added tax;

**'GST Amount'** means the Consideration (after deducting the GST Exempt Component) multiplied by the Rate;

**'GST Exempt Component'** means any part of the Consideration which solely relates to a supply that is free or exempt from the imposition of GST;

**‘GST Legislation’** means A New Tax System (Goods and Services Tax) Act 1999 and any other legislation or regulation which imposes, levies, implements or varies a GST or any applicable rulings issued by the Commissioner of Taxation;

**‘Rate’** means the rate at which GST Legislation from time to time imposes or levies GST on the relevant supply under this Lease;

**‘Supply’** includes supply as defined under GST Legislation.

## SCHEDULE 1

<b>Item 1</b>	<b>Lessee's Name and Address:</b>	Porongurup Community Association Inc. C/- Porongurup Store PORONGURUP WA 6324
<b>Item 2</b>	<b>Land:</b>	Reserve 15133, being Loc. 3569 and 3570, Porongurup Road, Porongurup as shown hatched in red on the attached map.
	<b>Premises:</b>	The Land and Buildings
<b>Item 3</b>	<b>Term:</b>	Twenty One Years
	<b>Commencement Date:</b>	12 September 2017
	<b>Expiry Date:</b>	11 September 2038
<b>Item 4</b>	<b>Annual rent:</b>	\$1.00 per annum if and when demanded.
<b>Item 5</b>	<b>Manner of payment of rent:</b>	Cheque Direct Deposit In Person at Administration Office
<b>Item 6</b>	<b>Permitted Purpose:</b>	Hall Site and Recreation

**SCHEDULE 2**  
**ADDITIONAL TERMS AND CONDITIONS**

Nil.



**EXECUTED by the parties**

**THE COMMON SEAL of SHIRE OF )**  
**PLANTAGENET** was hereunto affixed pursuant **)**  
to a resolution of the Council in the presence of: **)**

---

Shire President

---

Chief Executive Officer

**On behalf of PORONGURUP COMMUNITY  
ASSOCIATION INC.**

---

Signature of Authorised Person

---

Office Held

---

Name of Authorised Person

---

Signature of Authorised Person

---

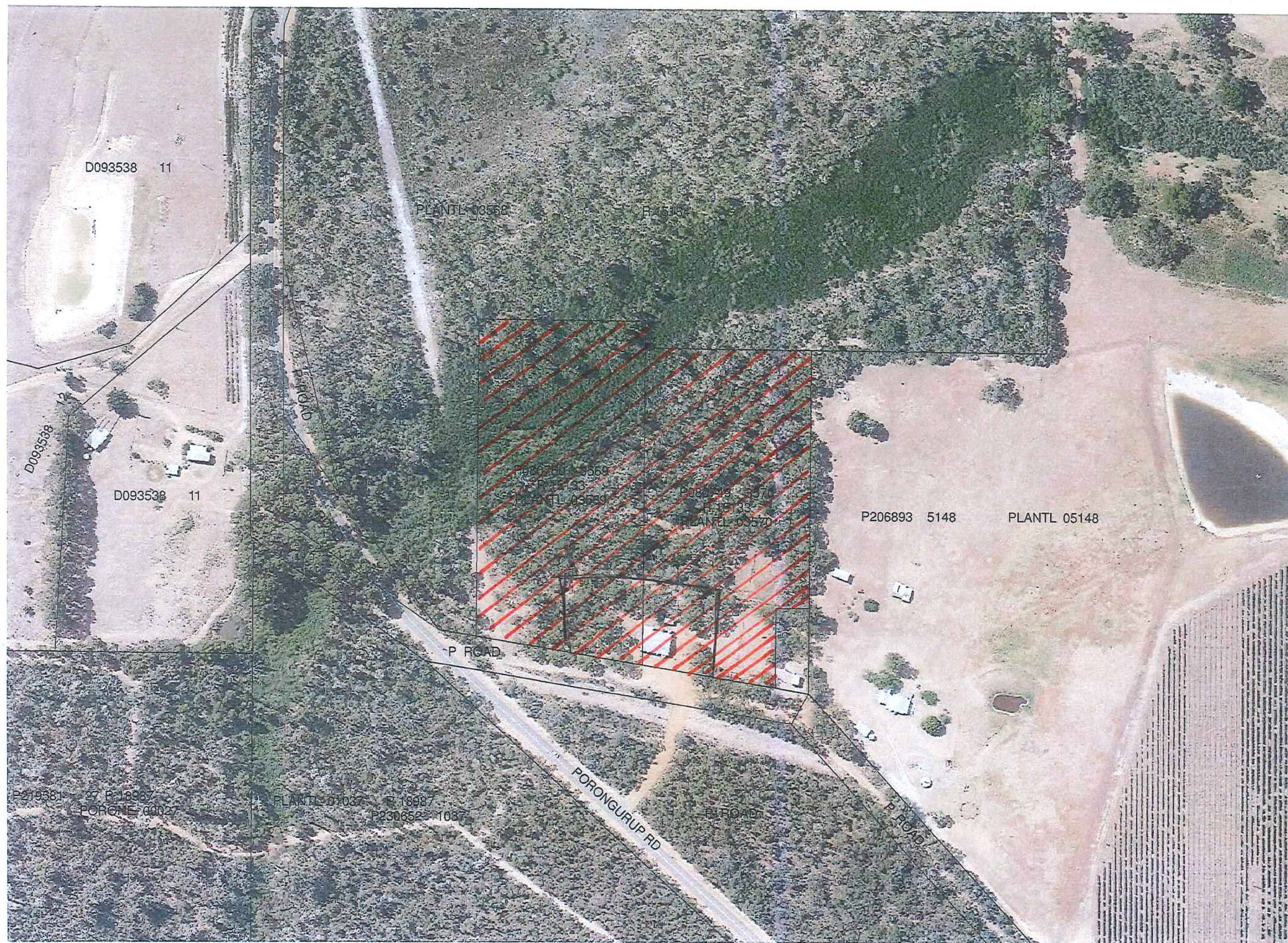
Office Held

---

Name of Authorised Person

**ATTACHMENT**  
**PLAN OF PREMISES**



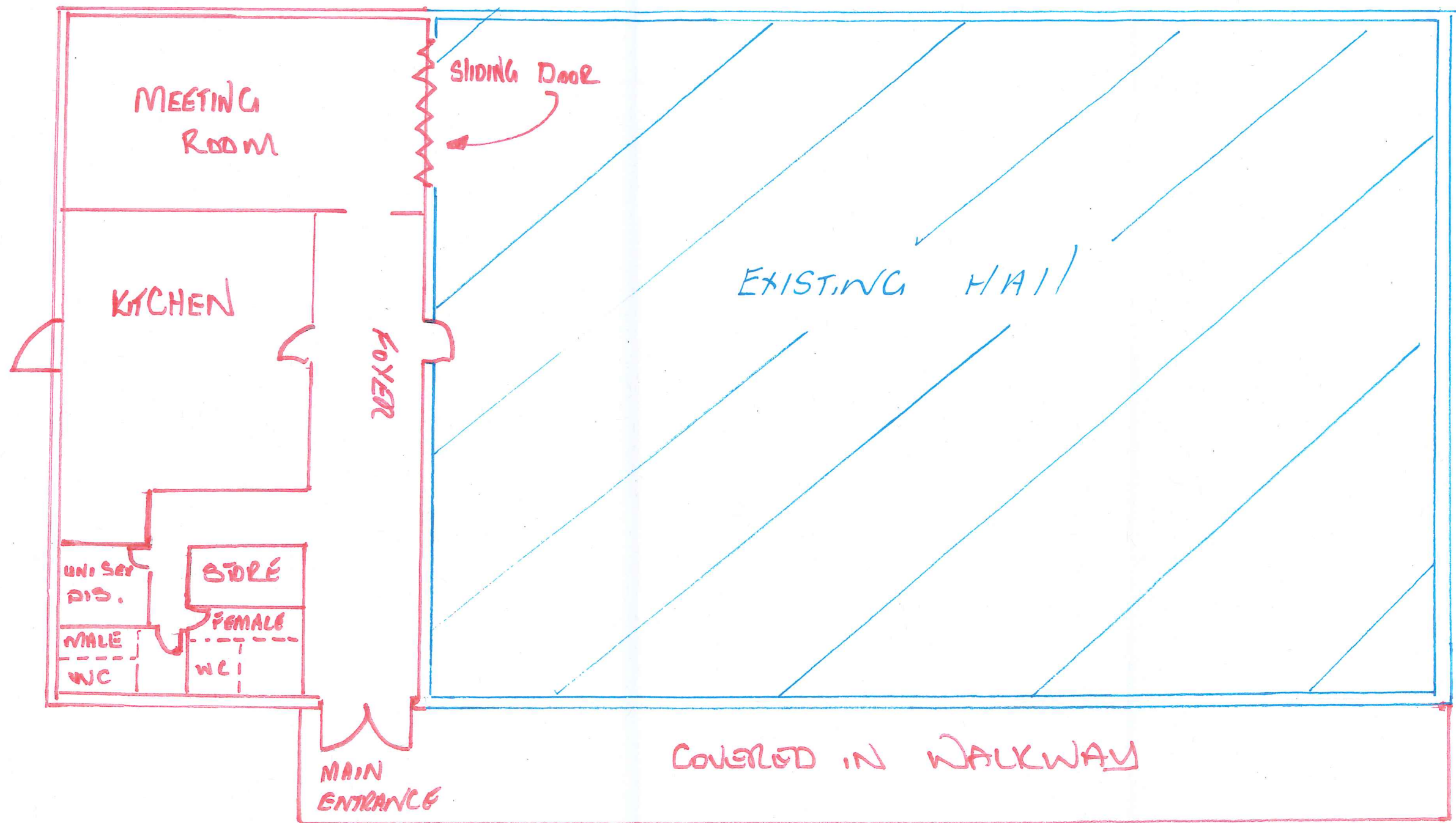




# PORONGURUP HALL ADDITIONS

PROPOSED

EXISTING



CAR PARK