

Council

RENEWAL OF LEASE - ALBANY REGIONAL  
CATTLE ASSOCIATION

Draft Lease

Meeting Date: 26 April 2017

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**Dated 4 April 2017**

**SHIRE OF PLANTAGENET**

**AND**

**ALBANY REGIONAL CATTLE ASSOCIATION INCORPORATED**

**LEASE**

**Portion of Lot 3 Albany Highway  
Mount Barker**

**DRAFT**

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## LEASE

This Lease dated 4 April 2017

**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

- A. 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;

**'Common Areas'** means any part of the Land and Building owned by the Lessor not leased to any Lessee and intended for use by all Lessees and their respective customers and agents;

**'Fixtures and Fittings'** includes fixtures, fittings, accessories, doors, windows, roof, guttering, furnishings, carpet, paintwork, equipment, locks and keys;

**'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;

**'Permitted Purpose'** means the use of the Premises for the purpose specified in Item 6 of Schedule 1;

**'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;

**'Rate of Interest'** means the general maximum rate of interest charged from time to time by the Lessor on outstanding rates;

**'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**

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.

### **2.2 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**

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.

### **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 3.25, 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 Security**

- (1) All closed circuit television cameras and equipment (if installed) must be kept fully operational at all times and shall be maintained and/or repaired at the Lessee's expense.
- (2) A minimum of seven days' images must be stored and shall be made available to the Lessor and/or police on request.

### **3.6 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.

### **3.7 Repaint**

Without limiting the generality of clause 3.3, at the Lessee's own expense, the Lessee must paint, colour, varnish and paper to the reasonable satisfaction of the Lessor all such parts of the Premises as have been previously painted, coloured, varnished or papered.

### **3.8 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 upon 24 hours written notice 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.

### **3.9 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.

### **3.10 Pests**

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

### **3.11 No Smoking**

The Lessee shall ensure that the Premises remain a non smoking area at all times.

### **3.12 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.

### **3.13 Rubbish**

The Lessee must not permit any rubbish or garbage to accumulate on the Premises unless confined in suitable containers.

### **3.14 Disorderly behaviour**

The Lessee must use all reasonable endeavours to prevent disorderly behaviour and indecent language at the Premises.

### **3.15 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.

### 3.16 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.

### 3.17 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:

#### Property

- (a) A policy covering property risk which:

Is in the name of the Lessee and provides for adequate cover for all buildings, erections or other improvements comprised on the Premises including any plate glass in the Premises (if any) with an insurance company against fire, storm, tempest, earthquake, malicious damage and such other risks as the Lessor shall determine.

#### Public risk

- (b) 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; and

- (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.

#### Fittings and chattels

- (c) 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.

### **3.18 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.

### **3.19 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.

### **3.20 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.

### **3.21 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 ('Claim') 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, unless such Claim is caused directly or indirectly by the action or omission of the Lessor.

### **3.22 Alterations and improvements**

The Lessee must not, without the prior written consent of the Lessor, make or permit to be made any alteration in or additions to the Premises 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.

### **3.23 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.

### **3.24 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.

### **3.25 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) The Lessee must not mortgage, encumber or charge the Premises or the Lease.

### **3.26 Signs**

- (1) The Lessee must not affix or exhibit or permit to be affixed to or exhibited upon any part of the exterior of the Premises, any placard, sign, notice, poster, hoarding or advertisement without the prior written consent of the Lessor.
- (2) Placards, signs, notices, posters, hoardings and advertisements affixed or exhibited upon any part of the Premises may only be affixed or exhibited in accordance with any Council local laws and policies adopted from time to time.

### **3.27 Annual financial accounts**

Where the Lessee is an incorporated association, the Lessee must, upon receipt of a written request by the Lessor, immediately give to the Lessor a copy of the annual financial accounts submitted to the members of the Lessee at the annual general meeting.

### **3.28 Legal costs**

- (1) Each party shall bear their own costs of and incidental to the preparation, negotiation and execution of this Lease.
- (2) Each party shall bear their own cost in obtaining legal advice on the document.

### **3.29 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;
  - (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;
  - (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; and
- (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.

### **3.30 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 Common Areas

At all times the Common Areas are subject to the control of the Lessor, who will have the right from time to time to establish, modify and enforce reasonable rules and regulations, the rules and regulations not to be inconsistent with the express terms of the Lease.

#### **5.4 No Lessor Representation**

- (1) The Lessor does not warrant or represent that:
  - (a) the Premises are suitable for the Permitted Purpose;
  - (b) the Lessor's Fixtures and Fittings and services are suitable for the Permitted Purpose;
  - (c) the Premises may lawfully be used for the Permitted Purpose; or
  - (d) zoning of the Premises will allow the Premises to be used for the Permitted Purpose,

and the Lessee agrees that, before signing the Lease, the Lessee made its own inquiries about zoning.

- (2) Any warranty as to the suitability of the Premises implied by law is expressly negated.

#### **5.5 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.

#### **5.6 Lessor not Liable for Interruption of Services**

Despite any implication or rule of law to the contrary, the Lessor is not liable to the Lessee (except for any wilful or negligent acts of the Lessor or its officers, servants or agents) for any loss or damage suffered by the Lessee through:

- (a) any malfunction, failure to function or interruption of or to the water, gas or electricity services, the air-conditioning equipment, fire equipment or any of the appurtenances contained in the Premises; or
- (b) the blockage of any sewers, water, drains, gutters, downpipes or storm water drains from any cause, and

the Lessee is not entitled to terminate the Lease for any such reason nor have any right of action or claim for compensation or damages against the Lessor in respect of such failure.



### **5.7 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.

### **5.8 Works by Lessor**

- (1) The Lessor may by itself or its agents at all reasonable times upon 24 hours written notice, or immediately in the case of an emergency, 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;
  - (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; or
  - (g) exercising the powers and authorities of the Lessor under this Lease.
- (2) Except where the works referred to in this clause are carried out by the Lessor due to a default of the Lessee's obligations pursuant to this Lease, the Lessor is responsible for the costs of carrying out those works.
- (3) 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.

### **5.9 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.

#### **5.10 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.

#### **5.11 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.

#### **5.12 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.

#### **5.13 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.

#### **5.14 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.

#### **5.15 Additional terms, covenants and conditions**

The additional terms, covenants and conditions in Schedule 2 ("Special Terms") are taken to be incorporated in, and form part of, this Lease and if there is any inconsistency between the Special Terms and any provision of this Lease then the Special Terms prevail to the extent of the inconsistency.

### **6. ESSENTIAL TERMS**

The Lessee and the Lessor agree that each of clauses 2.3, 3.1, 3.2, 3.3, 3.4, 3.16, 3.17 and 3.25 and Schedule 2 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>	Albany Cattle Association 9 Pates Road William Bay DENMARK WA 6333
<b>Item 2</b>	<b>Land:</b>	Portion of Lot 3 Albany Highway, Mount Barker.
	<b>Premises:</b>	That part of the land hatched on the attached plan marked 'A' being approximately 55.54m <sup>2</sup> .
<b>Item 3</b>	<b>Term:</b>	Ten Years
	<b>Commencement Date:</b>	4 April 2017
	<b>Expiry Date:</b>	3 April 2027
<b>Item 4</b>	<b>Annual Rent:</b>	\$1.00 per annum on demand
<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>	Storage of Temporary Cattle Yards.

**SCHEDULE 2**

**ADDITIONAL TERMS AND CONDITIONS**

1. The Lessee is the sole owner of the shed and is at liberty to remove the shed at the expiry of lease or termination.
2. After hours access to the shed should be by notification to the Saleyards Manager.

DRAFT

**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

**THE COMMON SEAL of ALBANY )**  
**REGIONAL CATTLE ASSOCIATION** was )  
hereunto affixed in the presence of: )

\_\_\_\_\_  
President

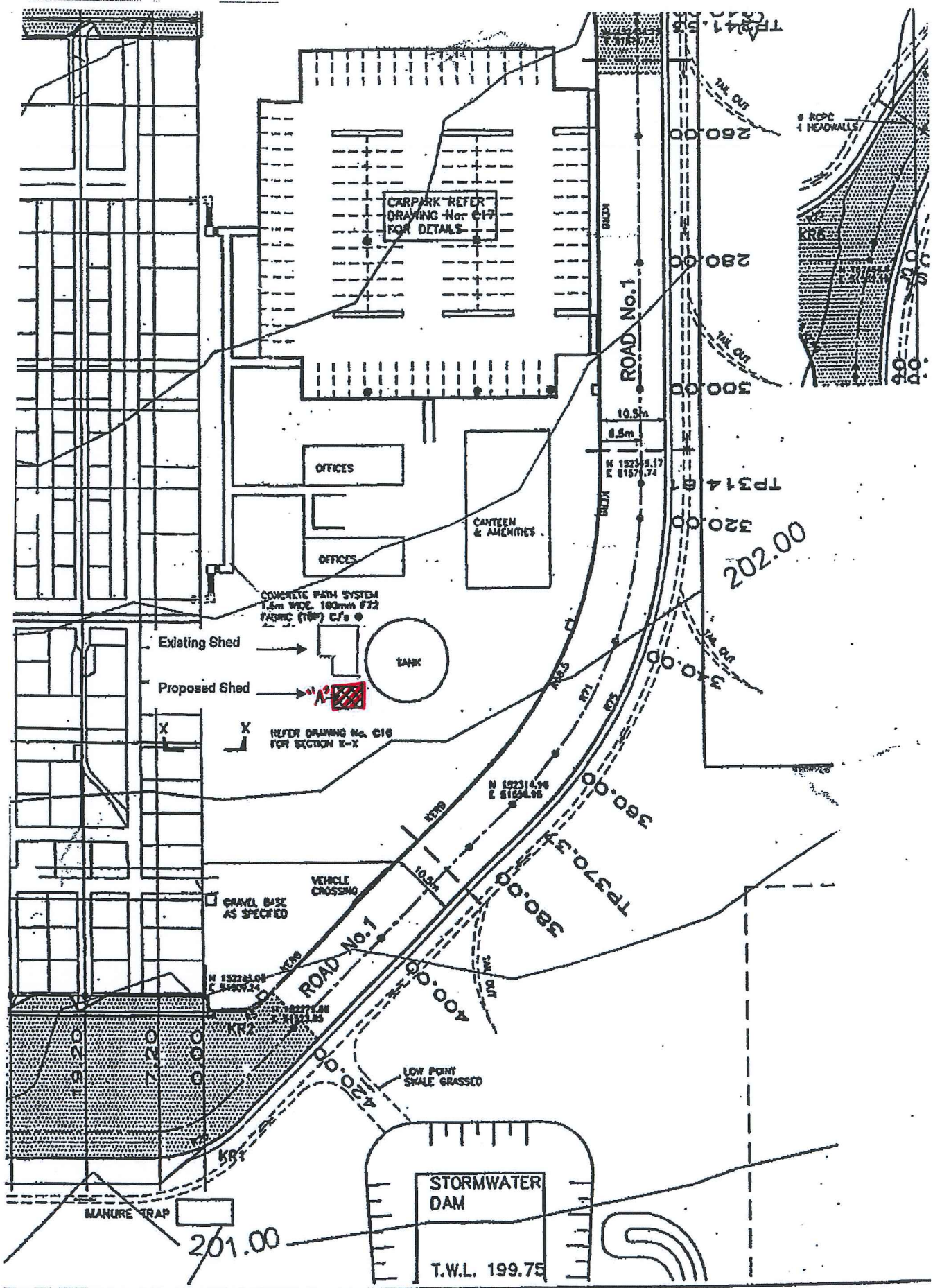
\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary

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DRAFT





*Framhelly*  
*societas*  
 ENGINEERS

**PHILIP XEROS** PTY. LTD.  
 CONSULTING ENGINEER



TITLE  
**GREAT SOUTHERN REGIONAL CATTLE SALE**  
 SHIRE OF PLANTAGENET W.A.

Council

KAMBALLUP HALL – SALE/DEMOLITION

Certificate of Title  
Management Order  
Aerial and Location View  
Advertisement

Meeting Date: 26 April 2017

Number of Pages: 6

WESTERN



AUSTRALIA

REGISTER NUMBER <b>6877/DP209578</b>	
DUPLICATE EDITION <b>N/A</b>	DATE DUPLICATE ISSUED <b>N/A</b>

RECORD OF QUALIFIED CERTIFICATE  
OF  
CROWN LAND TITLE

VOLUME LR3158 FOLIO 669

UNDER THE TRANSFER OF LAND ACT 1893  
AND THE LAND ADMINISTRATION ACT 1997

## NO DUPLICATE CREATED

The undermentioned land is Crown land in the name of the STATE of WESTERN AUSTRALIA, subject to the interests and Status Orders shown in the first schedule which are in turn subject to the limitations, interests, encumbrances and notifications shown in the second schedule.

REGISTRAR OF TITLES



## LAND DESCRIPTION:

LOT 6877 ON DEPOSITED PLAN 209578

STATUS ORDER AND PRIMARY INTEREST HOLDER:  
(FIRST SCHEDULE)

STATUS ORDER/INTEREST: RESERVE UNDER MANAGEMENT ORDER

PRIMARY INTEREST HOLDER: SHIRE OF PLANTAGENET OF PO BOX 48, MOUNT BARKER  
(XE L039128 ) REGISTERED 12 AUGUST 2009

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:  
(SECOND SCHEDULE)

1. L039127 RESERVE 50307 FOR THE PURPOSE OF HALLSITE REGISTERED 12.8.2009.  
L039128 MANAGEMENT ORDER. CONTAINS CONDITIONS TO BE OBSERVED.  
REGISTERED 12.8.2009.  
L862228 VARIATION OF MANAGEMENT ORDER. L039127 WITH POWER TO LEASE FOR  
ANY TERM NOT EXCEEDING 21 YEARS, SUBJECT TO THE CONSENT OF THE  
MINISTER FOR LANDS. REGISTERED 20.2.2012.

- Warning: (1) A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
Lot as described in the land description may be a lot or location.  
(2) The land and interests etc. shown hereon may be affected by interests etc. that can be, but are not, shown on the register.  
(3) The interests etc. shown hereon may have a different priority than shown.

-----END OF CERTIFICATE OF CROWN LAND TITLE-----

## STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP209578 [SHEET 1].  
PREVIOUS TITLE: THIS TITLE.  
PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.  
LOCAL GOVERNMENT AREA: SHIRE OF PLANTAGENET.

END OF PAGE 1 - CONTINUED OVER

# DUPLICATE COPY

FORM LAA-1023

SECTION 46

WESTERN AUSTRALIA  
LAND ADMINISTRATION ACT 1997 as amended  
TRANSFER OF LAND ACT 1893 as amended

## MANAGEMENT ORDER (XE)

RESERVE DESCRIPTION (NOTE 1)

50307

EXTENT

Whole

VOLUME

~~0000~~  
3158

FOLIO

~~000-~~  
659

MANAGEMENT BODY (NOTE 2)

Shire of Plantagenet of PO Box 48, Mount Barker WA 6324

CONDITIONS (NOTE 3)

To be used for its designated purpose of "Hallsite" only

THE MINISTER FOR LANDS (IN THE NAME OF AND ON BEHALF OF THE STATE OF WESTERN AUSTRALIA) ORDERS THAT THE CARE, CONTROL AND MANAGEMENT OF THE ABOVE RESERVE BE PLACED WITH THE MANAGEMENT BODY DESCRIBED ABOVE FOR THE PURPOSE FOR WHICH THE LAND COMPRISING THE RESERVE IS RESERVED UNDER SECTION 41 OF THE LAND ADMINISTRATION ACT 1997, AND FOR PURPOSES ANCILLARY OR BENEFICIAL TO THAT PURPOSE TO THE CONDITIONS ABOVE

Dated this

12 day of August

in the year

2009

ATTESTATION (NOTE 4)

  
SENIOR STATE LAND OFFICER  
STATE LANDS - SOUTH EAST  
STATE LAND SERVICES

AN OFFICER DELEGATED OR AUTHORISED TO  
ACT ON BEHALF OF THE MINISTER FOR LANDS

**INSTRUCTIONS**

- 1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
- 2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
- 3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the person signing this document and their witnesses.

**NOTES**

- 1. RESERVE DESCRIPTION  
Reserve number and details to be stated. The Volume and Folio numbers to be stated.
- 2. MANAGEMENT BODY  
State the full name and address of management body.
- 3. CONDITIONS  
Detail the conditions specified by the Minister to be observed by the management body in its care control and management of the Reserve.
- 4. ATTESTATION  
This document is to be executed by the Minister for Lands or a person to whom the power to grant a management order under section 46 of the Land Administration Act 1997 has been duly delegated under section 9(1) of the Act (if applicable).

EXAMINED

Office Use Only

**DUPLICATE**



**L 39128 XE**

12 Aug 2009 14:31:29 Midland

**MANAGEMENT ORDER (XE)**

LODGED BY State Land Services

ADDRESS RDL - South East - Box 98C

PHONE No.  
FAX No.

REFERENCE No. Dean Crothers 00549-2009      Phone:  
9347 5048 Fax: 9347 5004

ISSUING BOX No.

PREPARED BY State Land Services

ADDRESS RDL - South East - Box 98C

PHONE No.  
FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

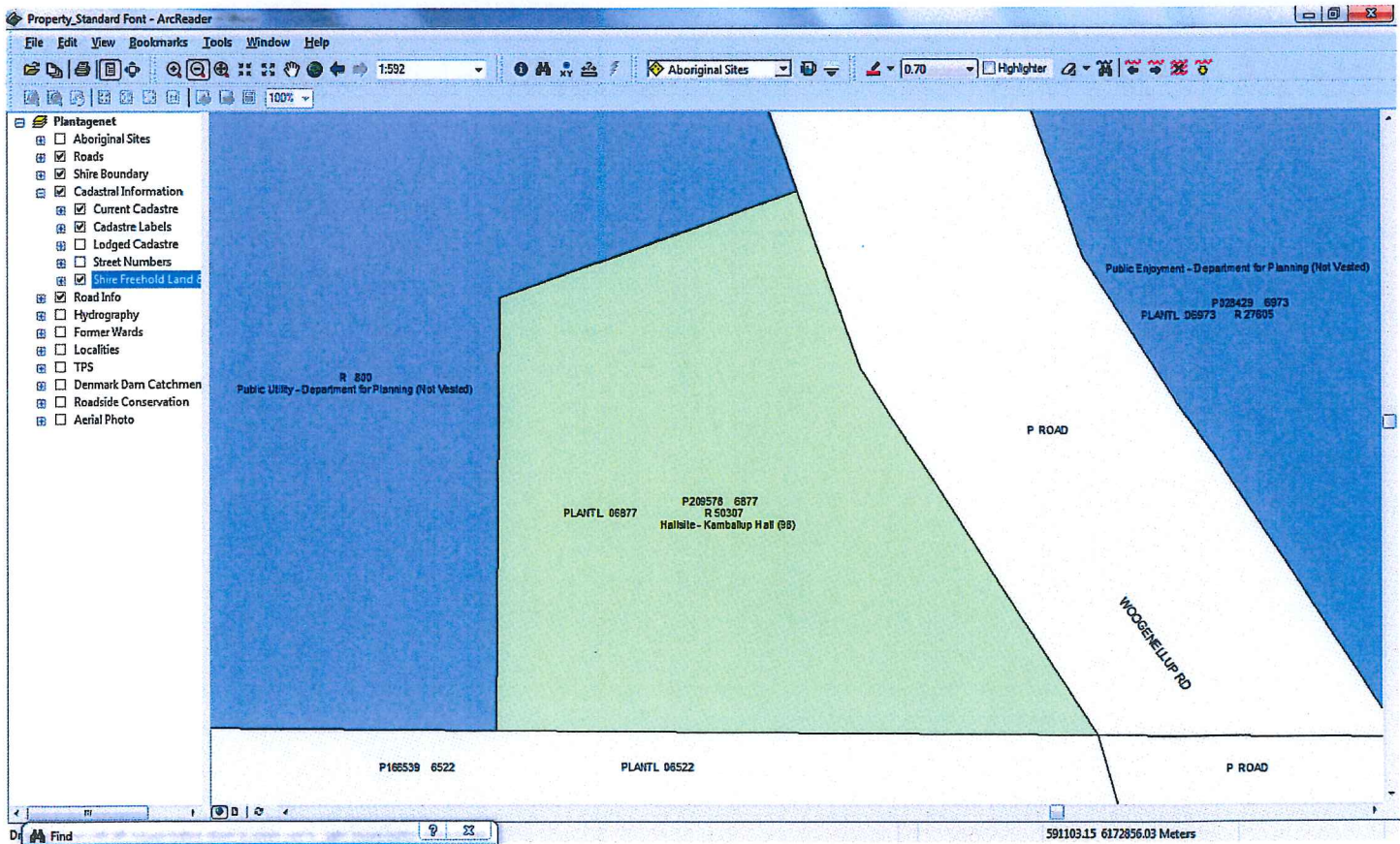
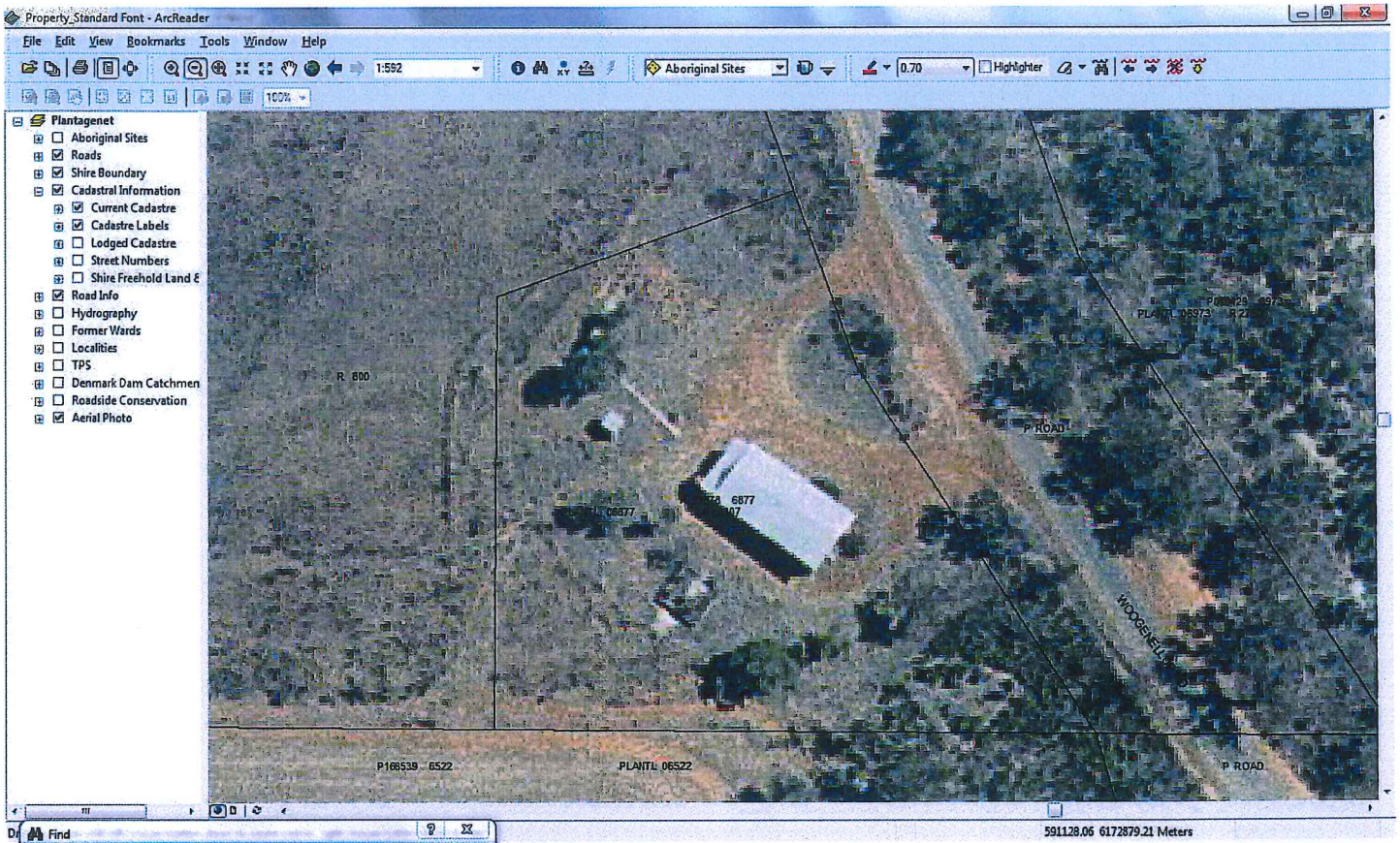
- 1. \_\_\_\_\_ Received Items
- 2. \_\_\_\_\_ Nos.
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_ Receiving Clerk
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

092226-004



Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.





17-21 Emailed  
Plant News 8/2/17  
JAS.

**Advertisement Details**

Synergy No: O47301  
Enquiries:  
Ad Description: Line ad with logo  
Plant News 15-2-17



**The Future of Kamballup Hall**

Over time, the Council has been assessing its built assets and whether these assets need to be replaced, refurbished, sold or demolished.

The Rocky Gully Hall was deemed un-saveable and given its minimal use, was demolished.

Many years ago the Perillup Hall was sold due to its lack of use.

Other halls have been leased to community organisations such as the Woogenellup Hall while others have a cloud over their head.

The Kamballup Hall is now being considered for either demolition or sale. Over the last three years hire revenue has amounted to \$50.00 with only \$8.00 of hire revenue being received in 2015/16. This indicates a lack of use and it could be concluded a lack of need.

Before the Council further considers its options, members of the public are invited to comment on the proposal to either sell the hall (which would mean it would have to be removed from the site) or to demolish it.

Halls such as the Kamballup Hall have played an important role within rural communities in the past but that role has been receding especially as transport has become easier.

Comments can be made in writing to PO Box 48 Mount Barker 6324 or by email at [info@sop.wa.gov.au](mailto:info@sop.wa.gov.au) and should be received by 28 February 2017.

Rob Stewart  
CHIEF EXECUTIVE OFFICER

<b>Publications</b>	<b>Date</b>	<b>Section</b>	<b>Style</b>
	Local Gov't Info		Lineage with logo
Authorised by			Date 8/2/17.

Council

LOWER GREAT SOUTHERN ALLIANCE - GROWTH  
PLAN PARTNERSHIP - MEMORANDUM OF  
UNDERSTANDING

Draft MOU

Meeting Date: 26 April 2017

Number of Pages: 14



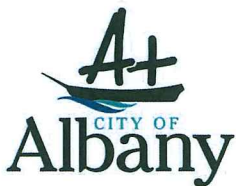
# Lower Great Southern Growth Plan Partnership

## Memorandum of Understanding

Between the:

- City of Albany
- Shire of Denmark
- Shire of Plantagenet
- Great Southern Development Commission
- Department of Regional Development
- Department of Planning
- LandCorp
- Albany Chamber of Commerce and Industry Inc.

in relation to the Lower Great Southern Growth Plan



Government of Western Australia  
Department of Regional Development



Department of Planning  
Western Australian Planning Commission

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## Purpose

The purpose of the MOU is to:

- Provide for an agreement for each party to partner in the development of a Growth Plan for the future economic and social development of the Albany (the Regional Centre) and its economic activity area.
- Establish the terms to resource the development of the Albany Growth Plan (the Growth Plan) under the Regional Centres Development Plan (RCDP) Regional Centres Program (Program), including allocation of Program funding in pursuit of the project management plan approved by the RCDP Steering Committee.

The MOU should be read in conjunction with the RCDP Framework and Growth Plan Toolkit.

## Background

The State Planning Strategy 2050 identifies Western Australia's network of Regional Centres and Sub-regional Centres, and the RCDP Regional Centres, Pilbara Cities and Super-Towns Programs support those of the highest strategic importance to the State's economy and regional communities. The State Planning Strategy 2050 identifies the need for these strategic regional centres to build on their competitive and collaborative advantages to support the sustained growth and prosperity of Western Australia.

The RCDP Framework provides a platform for the establishment of Growth Plan Partnerships and the development of Growth Plans through the Program. It is being implemented by the State Government to provide the necessary economic and strategic planning and partnerships to meet the objectives of the *State Planning Strategy 2050*, *Regional Development Strategy* and *Regional Blueprints* with respect to strategic regional centres. The Growth Plan is designed to unlock a regional centre's growth potential in the 21<sup>st</sup> century global economy, and require commitment across sectors to both develop the plan and implement it.

The outcome required is a comprehensive strategic economic and social development plan for the Regional Centre. It will identify objectives for economic and population growth, establish actions which are realistic and capable of being executed within an agreed time frame, and that are based on a defensible and comprehensive economic and social analysis.

The Growth Plan will note and have regard to the economic and social connections with communities within the boundaries of the Regional Centre and its economic activity area.

Finalisation of the Growth Plan will involve the following:

- The Growth Plan Partnership will endorse the final draft Growth Plan prior to referring it to the RCDP Steering Committee for feedback and to agree that it aligns with the RCDP Framework;
- Formal acceptance of the final Growth Plan by Local Government Council resolution and adoption by the Board of the Great Southern Development Commission (the Development Commission), and
- The Growth Plan Partnership referring the final Growth Plan to the Western Australian Planning Commission (WAPC) for noting.

Participation in this MOU also incorporates a commitment by the parties to cooperate in the implementation of the Growth Plan.

## Objectives

The objectives of the RCDP Program in the development of a network of competitive, growing and resilient Regional Centres are:

- Strengthen the capabilities of regional centres to drive long run investment, business and employment growth.
- Accommodate regional population growth generated by regional long run economic growth.
- Support the efficient and effective delivery of the Western Australian Government's regional development effort and investment.

The objectives of this agreement relate to the development of the Growth Plan for the Regional Centre and guide the development, implementation and review of the Growth Plan. The objectives are:

- Creation of a collaborative partnership to investigate, develop and promote a Growth Plan for the Regional Centre.
- Widely engage with industry and community stakeholders to promote the concept of a Growth Plan, build ownership, and obtain stakeholder input into the development and implementation of the plan.
- Produce a Growth Plan based on well researched economic and social development strategies for the Regional Centre by April 2018.
- Develop a brand and marketing suite to promote, broker and secure investment in the Regional Centre.
- Collaborate with other regional centres to advance economic opportunities and to share knowledge.

## Operational Principles

Signatories agree to:

- Use their best endeavours to achieve a collaborative partnership committed to the objectives of the MOU.
- Operate on an inclusive basis, seeking the views and aspirations of industry, community, academia and other government stakeholders.
- Cooperate and share information with other participants in the Program as appropriate in the interests of building a state-wide collegiate approach to regional economic development and growth.
- Recognise the Great Southern Regional Blueprint as the guiding regional economic and social development strategy, which informs the strategic direction for the Growth Plan.
- Align the Growth Plan to the RCDP Program performance framework, focussing on a process of continuous improvement towards achieving the RCDP objectives and by setting baselines and targets for building economic development capability, and business, employment and investment growth.

## Resourcing Commitments

Signatories to this MOU will commit sufficient resources to undertake their role as specified in this MOU to achieve the Objectives, including the support of the Growth Plan Partnership and to the development and review of a Growth Plan.

## Project Funding

Funding will be made available through the Royalties for Region RCDP Program, subject to the RCDP Steering Committee endorsing this executed MOU, a project management plan and a budget for preparing a Growth Plan.

Funding will be released in tranches pursuant to Growth Plan Partnerships meeting milestones requirements at review points in the Growth Plan development process as defined in the Growth Plan Toolkit.

Funding will be administered by LandCorp in accordance with the approved project management plan and budget, and in consultation with the Growth Plan Partnership. Additional work outside of the scope of works described in the project management plan approved by the RCDP Steering Committee is to be resourced and funded by the Signatories, unless approved by the RCDP Steering Committee as a variation to the approved project management plan.

## Roles and Responsibilities

### RCDP Steering Committee

The RCDP Steering Committee has been established to provide oversight of RCDP. It is responsible for approving the Growth Plan project management plan and budget, and any variations. The RCDP Steering Committee is required to agree that the final draft Growth Plan aligns with the RCDP Framework and may provide feedback to the Growth Plan Partnership. The RCDP Steering Committee is also responsible for the provision of advice to the Regional Development Council and to the Minister for Regional Development and the Minister for Planning.

The Steering Committee membership includes:

- A member of the Regional Development Council (Executive Chair)
- The Director General, Department of Regional Development
- The Chair, Western Australian Planning Commission
- The Director General, Department of Planning
- The Chief Executive Officer of LandCorp

### Collaboration Team

The Collaboration Team has been established to support communication and effective collaboration within the Program, and inform Program-wide activities.

The Collaboration Team will be guided by its purpose and will set its own terms of reference, which will be in line with the RCDP Framework and this MoU.

The Collaboration Team will include representatives of:

- the Program Team (Department of Regional Development, Department of Planning and LandCorp);
- each Growth Plan Partnership;
- Western Australian Local Government Association; and
- Regional Chamber of Commerce and Industry.

### Regional Development Commission

The Development Commission will support the development of the Growth Plan through participation in the Growth Plan Partnership, adopt the final draft Growth Plan by resolution of the Board.

The Development Commission is to ensure the Growth Plan Partnership refers the Growth Plan to the WAPC for noting.

The Development Commission will nominate a Board Member and one staff member to the Growth Plan Governance Group and will nominate staff to provide technical and administrative support as required.

The Development Commission is responsible for strategic alignment and integration of the Growth Plan and Regional Blueprint, and supporting structure for implementation of the Growth Plan, promoting and brokering investment in the Regional Centre.

The Development Commission is responsible for all media communications relating to Growth Plans in accordance with a communications plan approved by the Department of Regional Development.

#### Local Governments

In this MOU Local Governments are the City of Albany, Shire of Denmark and Shire of Plantagenet and are collectively referred to as the Local Governments.

The Local Governments will consider adoption of the final Growth Plan by Local Government Council resolution.

The Local Government is responsible for strategic alignment and integration of the Growth Plan and Local Government's integrated planning framework, and promoting and brokering investment in the Regional Centre.

The Local Governments will each nominate one elected representative and the CEO to the Growth Plan Governance Group and will nominate staff to provide technical and administrative assistance as required.

#### LandCorp

In relation to this MOU LandCorp will:

- provide project management services in accordance with the business case approved by Cabinet, for which LandCorp will be remunerated; and
- nominate a representative to the Growth Plan Partnership to provide technical support and advice in relation to principles of land development economics, identification of development opportunities and advice in relation to brand development for investment attraction.

### Department of Planning

The Department of Planning will nominate a representative to the Growth Plan Partnership to provide technical advice in relation to urban and regional land use research, data, information and planning, and strategic advice on alignment and integration with land use planning policy and strategy frameworks, and infrastructure coordination.

### Department of Regional Development

The Department of Regional Development will nominate a representative to the Growth Plan Partnership to provide technical advice in relation to regional development research, data and information, and strategic advice on alignment and integration with regional development policy and strategy frameworks.

### Chamber of Commerce and Industry

The Albany Chamber of Commerce and Industry will support the development of the Growth Plan and nominate a representative to the Growth Plan Partnership to:

- Represent the broad needs of industry and business within a regional centre;
- Provide guidance on industry and business development approaches; and
- Enable strategic and cross-sectoral collaboration across strategies to support the development and implementation of the Growth Plan.

## Governance and Decision Making

### Growth Plan Partnership

A Growth Plan Partnership will be established to oversee the development of the project and ensure that it meets the objectives of this MOU. In accordance with the Roles and Responsibilities outlined above the participating bodies are:

- The participating Local Governments
- The participant Regional Development Commission (Great Southern Development Commission)
- LandCorp
- Department of Planning
- Department for Regional Development
- Albany Chamber of Commerce and Industry Inc (ACCI)
- Other members as agreed by the Growth Plan Partnership.

The Growth Plan Partnership will set its own terms of reference in line with the RCDP Framework and this MoU to effectively oversee the project's delivery.



The Growth Plan Partnership will submit bi-monthly progress reports through the Program Coordinator to the RCDP Steering Committee.

The Growth Plan Partnership will be required to endorse the final draft Growth Plan prior to referring it to the RCDP Steering Committee for feedback and final agreement that it aligns with the RCDP Framework.

The Growth Plan Partnership will refer the final Growth Plan to the WAPC for noting.

The Growth Plan Partnership will identify, establish and facilitate the governance arrangements required for successful implementation of the Growth Plan.

The Growth Plan Partnership will establish a stakeholder reference group that represents business, government, academia and community stakeholders within the Regional Centre and its economic activity area, and ensuring their views are incorporated into the development of the Growth Plan.

#### Project Control Group

The Project Control Group will be responsible for the operational delivery of the Growth Plan in accordance with the approved project management plan and direction provided by the Growth Plan Partnership. The Project Control Group will include a member or representative of the Growth Plan Partnership who is authorised to provide direction to the Project Control Group.

Membership of the Project Control Group will be:

- Growth Plan Partnership representative;
- Local Government representative(s);
- Development Commission representative;
- Albany Chamber of Commerce and Industry representative;
- Collaboration Team representative (if different from the above)
- Project Manager;
- Lead Consultant; and
- Other members as agreed by the Project Control Group.

The Project Control Group will establish its own terms of reference in line with the RCDP Framework and this MoU.

The Project Control Group will provide the RCDP Program Coordinator a monthly progress report.

### Dispute Resolution

All parties agree to use best endeavours to resolve disputes. Disputes of a technical or strategic nature within the Project Control Group will be referred to the Growth Plan Partnership for resolution. Disputes are to be resolved on the basis of the intent of the RCDP, and the objectives set out in this MOU.

### Media and Communications

All signatories will undertake communications relating to Growth Plans in accordance with a communications management plan, which is to be approved by the Department of Regional Development.

All media communications in relation to the Growth Plan will be undertaken by the Chairperson of the Growth Plan Partnership in consultation with other relevant signatories as required.

Royalties for Regions funding recipients are required to acknowledge the funding provided by the Western Australian Government, in accordance with the approved format.

### Legal Facilitation

The MOU is not intended to be a legal document. It is an administrative document that seeks to ensure mutually beneficial working arrangements and to clarify the relationship between the parties to this MOU in view of their responsibilities under the *Local Government Act 1995* and other relevant legislation.

The MOU is not intended to define, create, recognise, affirm, deny or amend any rights or obligations of the parties or any other individual or group nor restrict any of the parties from participation in similar activities or arrangements with other public or private agencies or parties.

### Signatories

Signatories to this MOU are authorised by each participating body through appropriate resolution or delegation.

### Timeframe

The agreement commences on the date of the signing of the MOU by all parties and is applicable until the Growth Plan is noted by the WAPC.

Nothing in the MOU prevents the parties changing any provision by mutual agreement at any time.

## Signatories

Signed on behalf of the **City of Albany** by the Mayor and Chief Executive Officer:

**Mayor**

Dennis Wellington

**Chief Executive Officer**

Andrew Sharpe

---

Signature

---

Signature

---

Date

---

Date

Signed on behalf of the **Shire of Denmark** by the Shire President and Chief Executive Officer:

**Shire President**

David Morrell

**Chief Executive Officer**

Bill Parker

---

Signature

---

Signature

---

Date

---

Date

Signed on behalf of the **Shire of Plantagenet** by the Shire President and Chief Executive Officer:

**Shire President**

Ken Clements

**Chief Executive Officer**

Rob Stewart

---

Signature

---

Signature

---

Date

---

Date

Signed on behalf of the **Great Southern Development Commission** by the Chair and Chief Executive Officer:

**Chair**

Ross Thornton

**Chief Executive Officer**

Bruce Manning

---

Signature

---

Signature

---

Date

---

Date

Signed on behalf of the **Albany Chamber of Commerce and Industry Inc** by the President and Chief Executive Officer:

**President**

Caroline Hayes

**Chief Executive Officer**

Russ Clarke

---

Signature

---

Signature

---

Date

---

Date

Signed for an on behalf of

**LandCorp**

**Chief Executive Officer**

Frank Marra

Signed for an on behalf of the

**Department of Regional Development**

**Director General**

Ralph Addis

---

Signature

---

Signature

---

Date

---

Date

Signed for an on behalf of the  
**Department of Planning**  
Director General  
Gail McGowan

---

Signature

---

Date

Council

RENEWAL OF LEASE - PLANTAGENET MENS  
SHED

Draft Lease

Meeting Date: 26 April 2017

Number of Pages: 24

**Dated 1 April 2017**

**SHIRE OF PLANTAGENET**

**AND**

**PLANTAGENET MEN'S SHED**

**LEASE**

**Lot 363 Albany Highway (Booth Street) Mount Barker WA 6324  
(Reserve 23870)**

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SCHEDULE 1  
SCHEDULE 2  
EXECUTED by the parties  
PLAN OF PREMISES

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DRAFT

## LEASE

This Lease dated 1 April 2017

**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;

**'Common Areas'** means any part of the Land and Building owned by the Lessor not leased to any Lessee and intended for use by all Lessees and their respective customers and agents;

**'Fixtures and Fittings'** includes fixtures, fittings, accessories, doors, windows, roof, guttering, furnishings, carpet, paintwork, equipment, locks and keys;

**'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;

**'Permitted Purpose'** means the use of the Premises for the purpose specified in Item 6 of Schedule 1;

**'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;

**'Rate of Interest'** means the general maximum rate of interest charged from time to time by the Lessor on outstanding rates;

**'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) The Lease is conditional on the approval of the Lease by 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 need not carry out repairs of a structural nature unless it has become necessary because of any actions, whether negligent or deliberate, of the Lessee or those for whom the Lessee is responsible.

### **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 3.25, 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 Locks**

No Bi Lock ® lock shall be removed or altered in any way.

### **3.6 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.

### **3.7 Repaint**

Without limiting the generality of clause 3.3, as often as is necessary in the reasonable opinion of the Lessor, at the Lessee's own expense, the Lessee must paint, colour, varnish and paper to the reasonable satisfaction of the Lessor all such parts of the Premises as have been previously painted, coloured, varnished or papered.

### **3.8 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.

### **3.9 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.

### **3.10 Pests**

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

### **3.11 No Smoking**

The Lessee shall ensure that the Premises remain a non smoking area at all times.

### **3.12 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.

### **3.13 Rubbish**

The Lessee must not permit any rubbish or garbage to accumulate on the Premises unless confined in suitable containers kept in the provided bin store located in the car park.

### **3.14 Disorderly behaviour**

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

### **3.15 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.

### 3.16 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.

### 3.17 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; and
  - (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.

#### **Glass**

- (b) A policy in the name of the Lessee and the Lessor covering the breakage of any glass on the Premises including any plate glass. The Lessee agrees that all money received under the insurance policy will be expended in reinstating the damaged glass. If such money is insufficient to meet the cost of the reinstatement the Lessee must reinstate the damaged glass at its own expense to the Lessor's satisfaction;

#### **Fittings and chattels**

- (c) 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.

### **3.18 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.

### **3.19 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.

### **3.20 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.

### **3.21 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 of 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 facility by the lessee.

### **3.22 Alterations and improvements**

The Lessee must not, without the prior written consent of the Lessor, make or permit to be made any alteration in or additions to the Premises 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.

### **3.23 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.

### **3.24 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.

### **3.25 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) The Lessee must not mortgage, encumber or charge the Premises or the Lease.

### **3.26 Signs**

- (1) The Lessee may affix or exhibit or permit to be affixed to or exhibited upon any part of the exterior of the Premises, any placard, sign, notice, poster, hoarding or advertisement.
- (2) The lessee will not affix or exhibit or permit to be affixed to or exhibited upon any part of the Premises, signage that could be considered offensive, discriminatory, promoting smoking/tobacco or alcoholic products or contrary to the values of the Lessor.
- (3) Placards, signs, notices, posters, hoardings and advertisements affixed or exhibited upon any part of the Premises may only be affixed or exhibited in accordance with any Council local laws and policies adopted from time to time.

### **3.27 Annual financial accounts**

Where the Lessee is an incorporated association, the Lessee must, upon receipt of a written request by the Lessor, immediately give to the Lessor a copy of the annual financial accounts submitted to the members of the Lessee at the annual general meeting.

### **3.28 Legal costs**

- (1) Each party shall bear their own costs of and incidental to the preparation, negotiation and execution of this Lease.
- (2) Each party shall bear their own cost in obtaining legal advice on the document.

### **3.29 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;
  - (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; and

- (d) the Lessee must make good any damaged or missing loose items as listed in Schedule 3 to equal quantity and quality.
- (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.

### **3.30 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 No Lessor Representation**

- (1) The Lessor does not warrant or represent that:
  - (a) the Premises are suitable for the Permitted Purpose;
  - (b) the Lessor's Fixtures and Fittings and services are suitable for the Permitted Purpose;
  - (c) the Premises may lawfully be used for the Permitted Purpose; or
  - (d) zoning of the Premises will allow the Premises to be used for the Permitted Purpose,and the Lessee agrees that, before signing the Lease, the Lessee made its own inquiries about zoning.
- (2) Any warranty as to the suitability of the Premises implied by law is expressly negated.

## **5.4 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.

### **5.5 Lessor not Liable for Interruption of Services**

Despite any implication or rule of law to the contrary, the Lessor is not liable to the Lessee (except for any wilful or negligent acts of the Lessor or its officers, servants or agents) for any loss or damage suffered by the Lessee through:

- (a) any malfunction, failure to function or interruption of or to the water, gas or electricity services, the air-conditioning equipment, fire equipment or any of the appurtenances contained in the Premises; or
- (b) the blockage of any sewers, water, drains, gutters, downpipes or storm water drains from any cause, and

the Lessee is not entitled to terminate the Lease for any such reason nor have any right of action or claim for compensation or damages against the Lessor in respect of such failure.

### **5.6 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.

### **5.7 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.

### **5.8 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.

### **5.9 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.

### **5.10 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.

### **5.11 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.

#### **5.12 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.

#### **5.13 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.

#### **5.14 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, 3.16, 3.17 and 3.25 and Schedule 2 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>	Plantagenet Mens Shed Inc. P O Box 435 Mount Barker WA 6324
<b>Item 2</b>	<b>Land:</b>	Lot 363 Albany Highway (Booth Street) Mount Barker WA 6324 (Reserve 23870)
	<b>Premises:</b>	The Land, Building and all things attached thereto.
<b>Item 3</b>	<b>Term:</b>	Five Years
	<b>Commencement Date:</b>	1 April 2017
	<b>Expiry Date:</b>	30 June 2022
<b>Item 4</b>	<b>Annual Rent:</b>	\$1.00 per annum on demand
<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>	Mens Shed Purposes

**SCHEDULE 2**

**ADDITIONAL TERMS AND CONDITIONS**

Nil

DRAFT

**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: )**

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Shire President

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Chief Executive Officer

**On behalf of the PLANTAGENET MEN'S )  
SHED INCORPORATED )  
)**

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President

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Vice-President

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Secretary



10/04/2017

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The Shire of Plantagenet does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that the Shire of Plantagenet shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

