

Council

COMMUNITY RESOURCE CENTRE LOT 151  
LOWOOD ROAD LEASE SURRENDER

2015 CRC Revised Lease Plan  
2025 Deed of Surrender

Meeting Date: 27 May 2025

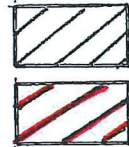
Number of Pages: 69

# MOUNT BARKER COMMUNITY RESOURCE CENTRE

REVISED LEASE PLAN - SEPTEMBER 2015

AREA LEASED BY BAPTIST UNION OF WA

AREA NOT LEASED BY BAPTIST UNION OF WA



SIGNED *RSJ*

Rob Stewart, CEO

Shire of Plantagenet

DATE 03/09/2015

SIGNED *G. Holland*

Greg Holland, Chair

BUWA-MBCC Management Committee and Business Manager-BUWA

DATE 29/9/2015

## FLOOR PLAN

### LEVEL 1 FLOOR PLAN

### GROUND FLOOR PLAN

Not For Construction

HAMES SHARLEY

ARCHITECTURE  
INTERIOR DESIGN  
PLANNING  
LANDSCAPE  
ENGINEERING  
SURVEYING  
ENVIRONMENTAL  
CONSULTING

PROJECT

MOUNT BARKER  
COMMUNITY CENTRE  
LOWOOD ROAD

MEET  
STAGE 2  
PLAN  
GROUND & LEVEL 1

DATE 17 JULY 2009  
SCALE 1:100 @ A1

PROJECT NO. 42108  
DRAWING NO. DA.02  
REVISION REV A

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# Deed of Surrender of Lease – Lot 53 Lowood Road, Mount Barker

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Shire of Plantagenet

Mt Barker Community Centre (ABN 85 745 192 550)

The Baptist Union of Western Australia Inc  
(ABN 59 739 180 494)



McLEODS  
Lawyers

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Ref: DFN:RA:PLAN:52523

# Copyright notice

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# Details

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## Parties

### **Shire of Plantagenet**

of PO Box 48, Mount Barker, Western Australia 6324  
(Lessor)

### **Mt Barker Community Centre (ABN 85 745 192 550)**

being a Public Benevolent Institution operated by Baptist Union of WA Inc  
of PO Box 75, Mount Barker, Western Australia 6324  
(Lessee)

### **The Baptist Union of Western Australia Inc (ABN 59 739 180 494)**

of PO Box 57, Burswood, Western Australia 6100  
(Sponsor)

## Background

- A The Lessor is the registered proprietor of the Land described in **Item 1(a)** of the Schedule (**Land**).
- B By the Lease described in **Item 2** of the Schedule (**Lease**) the Lessor leased to the Lessee that portion of the Land comprising the Premises described in **Item 1(b)** of the Schedule (**Premises**) for the Term specified in the Lease.
- C The Lessee has agreed to surrender the Lease, with the consent of the Sponsor, and the Lessor has agreed to accept the Lessee's surrender of the Lease, subject to the provisions of this Deed.

# Agreed terms

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## 1. Definitions and interpretation

- (1) Unless otherwise required by the context or subject matter the following words have these meanings in this Deed:

**Land** means the land described in **Item 1(a)** of the Schedule;

**Lease** means the lease specified in **Item 2** of the Schedule as amended, assigned or extended by any other document specified in **Item 2**;

**Lessee's Obligations** means all obligations, covenants and undertakings by the Lessee under the Lease;

**Lessor's Obligations** means all obligations, covenants and undertakings by the Lessor under the Lease;

**Party** means the Lessor, the Lessee or the Sponsor (or all) according to the context;

**Premises** means the premises described in **Item 1(b)** of the Schedule;

**Rent** means the annual rent payable under the Lease;

**Schedule** means the Schedule to this Deed;

**Sponsor's Obligations** means all obligations, covenants and undertakings by the Sponsor under the Lease; and

**Term** means the term of the Lease.

- (2) Unless the contrary intention appears words defined in the Lease have the same meaning when used in this Deed.

- (3) In this Deed unless the contrary intention appears:

- (a) reference to a person includes a reference to that person's personal representatives, successors and assigns;
- (b) reference to a person includes a natural person, partnership, trust, association and company;
- (c) the singular includes the plural and vice versa;
- (d) a word importing a gender includes each other gender;
- (e) reference to a company includes any incorporated body of any description;
- (f) an obligation or representation on the part of two or more persons binds them jointly and severally;

- (g) an obligation or representation in favour of two or more persons is for the benefit of them jointly and severally;
  - (h) if a period of time is specified and is from a given day or the day of an act or event, it is to be calculated exclusive of that day;
  - (i) reference to a recital, clause or schedule is a reference to a recital, clause or schedule in this Deed and a reference to this Deed includes recitals and schedules;
  - (j) reference to any statute in this Deed includes a reference to that statute as amended, modified or replaced and includes orders, ordinances, regulations, rules and local laws made under or pursuant to that statute;
  - (k) reference to the provisions of a document or part of a document includes a reference to all the terms, covenants, conditions, stipulations and reservations contained or implied in that document or in that part of a document; and
  - (l) unless repugnant to the sense or context a reference to a party includes that party's executors, administrators, personal representatives, successors and assigns and if a party comprises two or more persons the executors, administrators, personal representatives, successors and assigns of each of those persons.
- (4) Headings are inserted for convenience only and do not affect the interpretation of this Deed.

## 2. Surrender of Lease

As from the date shown in **Item 3** of the Schedule (**Surrender Date**) the Lessee surrenders the Lease and all rights, powers and privileges contained in the Lease.

## 3. Acceptance of Surrender

The Lessor accepts the Lessee's surrender of the Lease made pursuant to **clause 2** of this Deed.

## 4. Consent to Surrender

The Sponsor consents to the surrender of the Lease made by the Lessee pursuant to clause 2.

## 5. Release of Lessee and Sponsor

- (1) On the Surrender Date, the Lessor releases and discharges the Lessee from:
- (a) liability to perform all of the Lessee's Obligations, including but not limited to the obligation to pay rent and all other monies payable under the Lease;
  - (b) any liabilities under the Lease; and
  - (c) any claim, demand or action of whatever nature it has or may have arising out of or in any way connected with the Lease or the Lessee's occupation of the Premises,
- arising after the Surrender Date.

- (2) On the Surrender Date, the Lessor releases and discharges the Sponsor from:
- (a) liability to perform all of the Sponsor's Obligations under the Lease;
  - (b) any liabilities under the Lease; and
  - (c) any claim, demand or action of whatever nature it has or may have arising out of or lease in any way connected with the Lease,
- arising after the Surrender Date.

## **6. Release of Lessor**

- (1) The Lessee releases the Lessor from the Lessor's Obligations under the Lease in respect of the Premises arising after the Surrender Date.
- (2) The Sponsor releases the Lessor from the Lessor's Obligations under the Lease in respect of the Premises arising after the Surrender Date.

## **7. Cost**

The Lessor shall meet the costs (including its legal costs) of and incidental to the preparation and completion of this Deed of Surrender of Lease.

## **8. Lessor Acknowledgement**

The Lessor acknowledges and agrees that the Lessee's make good/yielding up obligations under the Lease will be satisfied if the Lessee leaves the Premises clean and tidy, removes all its moveable property from the Premises and returns the keys to the Lessor.

## **9. Entire Agreement**

This document covers the whole of the agreement between the parties and no further or other covenants or provisions, whether in respect of the Premises or otherwise, will be considered to be implied or to arise between the parties by way of any collateral or other agreement.

## **10. Further co-operation**

Each party must do anything (including executing a document) another party reasonably requires in writing to give full effect to this document.

## **11. Governing Law**

This document will be construed in accordance with and governed by the laws of Western Australia.

# Schedule

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## Item 1 Land and Premises

### (a) Land

The now cancelled Lot 53 on Deposited Plan 222823 and being the whole of the land comprised in Certificate of Title Volume 1124 Folio 314 now comprising portion of Lot 151 on Deposited Plan 74000 Certificate of Title Volume 2832 Folio 198.

### (b) Premises

That portion of the Land defined as “Leased Premises” under clause 1.1 of the Lease.

## Item 2 Lease

- (1) A Lease of the Premises between the Shire of Plantagenet as “Landlord”, Mt Barker Community Centre as “Tenant” and The Baptist Union of Western Australia Inc (ABN 59 739 180 494) as “Sponsor”, for a term of 30 years commencing on 31 July 2009 and expiring on 30 July 2039 with a further term of 25 years, a copy of which is annexed as **Annexure 1** to this Deed; and
- (2) A Memorandum of Understanding executed on 29 June 2015 by the Shire of Plantagenet and on 3 July 2015 by Greg Holland, Chair of the Mt Barker Community Centre - Baptist Union of WA Incorporated as the operator of a PBI, a copy of which is annexed as **Annexure 2** to this Deed; and
- (3) A Memorandum of Understanding executed on 11 September 2023 by the Shire of Plantagenet and on 9 August 2023 by The Baptist Union of WA Incorporated and on 24 August 2023 by Purple Butterfly Pty Ltd trading as Skylar Early Learning, a copy of which is annexed as **Annexure 3** to this Deed.

## Item 3 Surrender Date

30 June 2025.

# Signing page

EXECUTED on the

day of

2025

THE COMMON SEAL of **SHIRE OF PLANTAGENET** was hereunto affixed by authority of a resolution of the Council in the presence of:

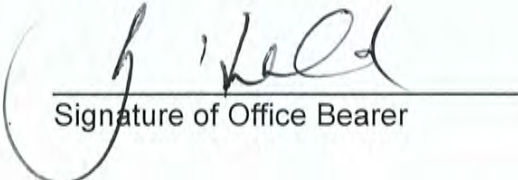
\_\_\_\_\_  
Signature of Shire President

\_\_\_\_\_  
Full Name of Shire President

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Full Name of Chief Executive Officer


Signed on behalf of **Mt Barker Community Centre (ABN 85 745 192 550)**:

  
\_\_\_\_\_  
Signature of Office Bearer

  
\_\_\_\_\_  
Full Name of Office Bearer

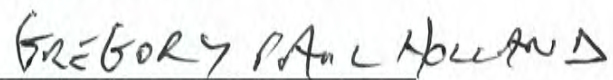
THE COMMON SEAL of **THE BAPTIST UNION OF WESTERN AUSTRALIA INC (ABN 59 739 180 494)** thereunto affixed in accordance with its Constitution in the presence of:



  
\_\_\_\_\_  
Signature of Office Bearer

  
\_\_\_\_\_  
Full Name of Office Bearer

  
\_\_\_\_\_  
Signature of Office Bearer

  
\_\_\_\_\_  
Full Name of Office Bearer

# Annexure 1 – Lease

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DEED OF LEASE  
LOT 53 LOWOOD ROAD, MOUNT BARKER

B E T W E E E N

SHIRE OF PLANTAGENET  
(LANDLORD)

- AND -

MOUNT BARKER COMMUNITY CENTRE  
(TENANT)

A N D

BAPTIST UNION OF WESTERN AUSTRALIA  
ABN (ABN 59 739 180 494)  
(SPONSOR)

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THIS DEED OF LEASE is made the                      day of                      2009

**BETWEEN**

**SHIRE OF PLANTAGENET** of PO Box 48, Mount Barker in the State of Western Australia  
(Landlord)

**AND**

**THE MT BARKER COMMUNITY CENTRE (MBCC)** of PO Box 75, Mount Barker in the  
State of Western Australia (Tenant)

**AND**

**THE BAPTIST UNION OF WESTERN AUSTRALIA INC (ABN 59 739 180 494)** of PO Box  
57, Burswood in the State of Western Australia (Sponsor)

**RECITALS:**

- A. The Landlord is registered as the proprietor of an estate in fee simple of the Land.
- B. By an MoU the Landlord and the Sponsor stated their mutual desire to work closely so that the Tenant could provide and facilitate community programs and services within the Shire of Plantagenet, with Christian commitment and integrity and respect for differences in religion, race and social status out of a building owned by the Landlord.
- C. In accordance with the MoU, the Landlord consents to and the Tenant agrees to undertake the Renovation Works specified in Clause 14 of this Lease.
- D. The Landlord has now agreed to lease and the Tenant has agreed to take a lease of the Leased Premises for the Term and at the Rent and on the terms and

conditions contained in this Lease.

- E. The Sponsor has agreed to sponsor and support the services and facilities to be provided by the Tenant.

## 1. DEFINITIONS AND INTERPRETATIONS

### 1.1 Definitions

In this Lease, unless the contrary intention appears:

**Building** means the building(s) situated on the Land, and includes any additions to that building or those buildings constructed by the Tenant in accordance with a building licence during the Term or the Future Term;

**Business Day** means a day on which the major trading banks are open for business in the State;

**Claim** means, in relation to any person, a claim, action, proceeding, judgement, damage, expense or liability incurred by or against the person, whether present, unascertained, immediate, future, contingent, direct or indirect;

**Commencement Date** means the date of commencement of the Term described in Item 2 of the Schedule;

**Fixtures and Fittings** includes fixtures, fittings, stock, accessories, doors, windows, furnishings, carpet, paintwork, equipment, locks and keys and includes the fixtures & fittings existing in the Building and any fittings & fixtures installed by the Tenant in the future and that are of a permanent nature;

**Land** means the land identified in Item 1 of the Schedule, and includes the Building;

**Landlord's Chattels** means the goods and chattel situated in the Toy Library, Library and Archive Depository operated by the Landlord;

**Landlord's Area** means the area occupied by the Landlord to operate the Toy Library, Library and Archive Depository;

**Lease** means, depending on the particular context:

- (a) this Lease; or
- (b) the leasehold estate created on the signing or registration of the Lease; or
- (c) any other legal or equitable interest arising from either or both of:
  - (i) entry into possession of the Leased Premises; or
  - (ii) the payment or acceptance of money for the right to occupy and use the Leased Premises, or
- (d) any holding-over period created under the terms of **clause 3.2**;

**Leased Premises** means the Building together with the Fixtures and Fittings forming part of or annexed or affixed to the Building now and in the future and the area outside of the Building required for the convenient occupation of the Building as is hatched in black on the Plan, but excluding the Landlord's Area as hatched in red on the Plan.

**MoU** means the memorandum of Understanding signed between The Shire of Plantagenet and The Baptist Churches of Western Australia Inc as Sponsor for the Mount Barker Community Centre dated 13<sup>th</sup> August, 2007 and letter from Shire Plantagenet dated 11 May 2009 marked as Annexure "A".

**Notice** means the written notice described in **clause 9**;

**Outgoings** means all statutory charges and variable outgoings including municipal, water, sewerage and drainage rates and charges and land tax charged in respect of the Leased Premises and all charges and expenses (including meter bonds) in respect of electricity supplied to or consumed from the Leased Premises and security and toilet requisites;

**Parking Area** means the car parking bay/s (if any) designated by the Landlord from time to time for the parking of motor vehicles and for access and egress from the Land;

**Parties** means the Landlord and the Tenant, and **Party** is a reference to either one of them as the context requires;

**Permitted Use** means the use of the Leased Premises for the purpose specified in **Item 5** of the **Schedule**;

**Plan** means the site plan and floor plan of the Building annexed to this Lease and marked Annexure "B".

**Rent** means the Rent described in **Item 3** of the **Schedule**;

**State** means the State of Western Australia;

**Statute** includes all delegated legislation and statutory instruments issued under it;

**Term** means the term of the Lease as described in **clause 2.1**.

## **1.2 Interpretation**

In this Lease unless the contrary intention appears:

- (a) the Lease is governed by and construed in accordance with the law of the State;
- (b) headings and any table of contents are for convenience only and do not affect the interpretation;
- (c) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (d) the word **person** includes an individual, a firm, a corporate entity, an unincorporated entity, a partnership, or government authority;
- (e) an agreement, representation or warranty:
  - (i) in favour of two or more persons is for the benefit of them jointly and severally; or
  - (ii) on the part of two or more persons binds them jointly and severally;
- (f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (g) where the day or last day for doing an action or for the payment of any money or on which any entitlement is due to arise or a notice is deemed served is not a Business Day, the day or last day for doing that action or payment of that money or on which that entitlement arises or notice is deemed served, is deemed to be the next Business Day;

- (h) where any requirement, calculation or payment of money might otherwise fall to be performed or paid on the 29th, 30th or 31st day of a month which does not contain such a date, then references are construed as reference to the last day of that month;
- (i) a month means a calendar month;
- (j) **including** is deemed to be followed by the words, **but not limited to**;
- (k) no rule of construction of documents applies to the disadvantage of a Party on the basis that that Party put forward this document or any relevant part of it;
- (l) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning; and
- (m) a reference to:
  - (i) a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this document and references to this document include any recital, schedule or annexure;
  - (ii) this document or another instrument includes any variation or replacement of either of them;
  - (iii) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (iv) a person includes that person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
  - (v) a right includes a benefit, remedy, discretion, authority or power;
  - (vi) an obligation includes a warranty or representation;

- (vii) a failure to observe or perform an obligation includes a breach of warranty or representation;
- (viii) provisions or terms of this document include a reference to both express and implied provisions or terms;
- (ix) writing includes any means or mode of representing or reproducing words in a tangible and permanently visible form, and includes facsimile transmissions;
- (x) signature and signing includes due execution by a corporation or other relevant entity; and
- (xi) currency is a reference to Australian currency.

## 2 GRANT & LEASE

### 2.1 Grant of Lease

The Landlord grants to the Tenant the rights to possess and use the Leased Premises for the Term and under the provisions of the Lease.

### 2.2 MoU form part of the Lease

The Landlord and the Tenant agree that the Memorandum of Understanding and any ~~subsequent MoU's~~ entered into between the Landlord, Tenant and the Sponsor ~~are~~ <sup>is</sup> to form part of the Lease and the Lessor and the Tenant agree and undertake to perform their obligations under MoU as if it forms part of the terms of this Lease;

## 3. TERM, RENTAL AND OUTGOINGS

### 3.1 Term

The Term begins and ends on the dates stated in **Item 2** of the **Schedule** and includes each of those dates and also includes any additional period consequent upon either the Tenant holding over or the exercise of an option of renewal.

### 3.2 Holding Over

If the Tenant occupies the Leased Premises after the end of the Lease with the Landlord's consent, the Tenant will do so as a tenant from month to month (**Holding Over**). Either party may terminate the Lease by giving to the other one month's Notice in writing.

### 3.3 Option to Renew Lease

(a) Subject to the conditions set out in **clause 3.3(b)**, the Tenant may renew the Lease for the periods stated in **Item 4** of the **Schedule** starting on the day following the end of the Term of the Lease (**Extended Term**).

(b) The Tenant may only renew the Lease in accordance with **clause 3.3(a)**:

- (i) by serving (in such a manner that service is effected or deemed to be effected on a day no earlier than six (6) months and no later than three (3) months before the date of end of the Term) a Notice of the intention of the Tenant to renew the Lease for the next renewal period; and

- (ii) if the Tenant is not in breach of the Lease at the time of service of the notice of intention to renew the Lease

(c) The same terms and conditions apply during the Extended Term as apply during the Term except in respect of the option to renew in **clause 3.4(a)**.

### 3.4 Application of Lease

(a) The Lease binds the Landlord's and Tenant's personal representatives and assignees, or if either or both of them are corporations, their successors and assignees, as if they were parties to it.

(b) The Landlord named and described in the Lease as the Landlord (**Original Landlord**) enters into the Lease to the intent to bind the Original Landlord and the registered proprietor of the Land from time to time.

(c) The Original Landlord will not be liable to the Tenant for damages for breach of covenant or in any other manner under the Lease, except in respect of those occurring while the Original Landlord remains the registered proprietor of the Land.

### 3.5 Rent

- (a) The Tenant must pay to the Landlord (or otherwise as the Landlord directs in writing from time to time during the Term) the Rent for the right to possess and use the Leased Premises and the Fixtures and Fittings.
- (b) The Tenant must pay the Rent, whether demanded or not and without any deductions.
- (c) The annual Rent is the amount referred to in **Item 3** of the **Schedule**.

### 3.6 Outgoings

- (a) The Tenant will pay the Outgoings payable in respect of the Leased Premises or the occupation of the Leased Premises during the term and any extension or renewal of the term when they fall due;
- (b) Provided that the Tenant uses the Leased Premises for the Permitted Use, the Parties agree that the Leased Premises will be exempt from Shire of Plantagenet rates.

## 4. TENANT'S OBLIGATIONS

### 4.1 Landlord's Cost of Default Notices

The Tenant must pay to the Landlord all costs, charges and expenses (including solicitors' costs (on a solicitor and own client basis) and surveyors' fees) for the purpose of or incidental to the preparation and service of any notice required to be served under the *Property Law Act 1969* (WA). This includes any notice under Section 81 of the Act requiring the Tenant to remedy a breach of any of the covenants in the Lease, even if forfeiture is avoided in a different manner than by relief granted by the Court.

### 4.2 Interest

- (a) The Tenant must pay interest to the Landlord on:
  - (i) any money due under the Lease;
  - (ii) any Claim by the Landlord arising from the Lease; or

- (iii) all expenses incurred by the Landlord in completing any repairs or carrying out any works in respect of which the Tenant has failed to comply with any notice given by the Landlord under the *Property Law Act 1969* (WA) or the Lease, until all outstanding money and interest is paid in full.
- (b) Interest will accrue and be calculated daily at the rate set by the Landlord's bank as its benchmark rate for overdrafts of \$100,000 or more or, if there is no set rate, at the annual rate of 15%.

#### 4.3 Insurance

- (a) The Tenant must:
  - (i) take out and keep current the insurance policies referred to in **Item 6 of the Schedule**;
  - (ii) provide the Landlord with copies of those insurance policies and copies of receipts for the payment of premiums;
  - (iii) not do anything directly or indirectly that might make any insurance on or relating to the Leased Premises or the Building void or voidable or which might increase the policy premium;
  - (iv) pay any component cost of insurance premiums or charges incurred by the Landlord that occur because of the Tenant's use of the Leased Premises;
  - (v) comply with the insurance, sprinkler and fire alarm regulations that apply because of the use of the Leased Premises;
  - (vi) comply with the requirements of any insurer of the Leased Premises or of the Building;
  - (vii) pay for any necessary alterations to the sprinkler or fire alarm installation to ensure compliance; and
  - (viii) apply all money received under the plate glass insurance policy towards reinstating the damaged glass. If the money is insufficient to

meet the cost of the reinstatement, the Tenant must pay the extra amount to reinstate the damaged glass to the Landlord's satisfaction.

- (b) The Landlord acknowledges that the Tenant's obligation in clause 4.3(a) will be satisfied PROVIDED the Sponsor's insurance policies cover the Tenant's risk specified in **Item 6 of the Schedule**;
- (c) The Landlord acknowledges and agrees that the Tenant is not responsible for any insurance relating to the Landlord's Chattels and the Landlord's Area and that the insurance policies referred to in **Item 6 of the Schedule** will not cover the Landlord's Chattels.

#### 4.4 Maintenance and Repair

- (a) The Tenant at it's own cost, must maintain, repair, replace and keep the Leased Premises, including:
  - (i) every part of them;
  - (ii) all additions to them; and
  - (iii) all the Fixtures and Fittings,

in good, clean and substantial repair and condition, bearing in mind the condition of the Leased Premises at the beginning of the Lease, but need not carry out:

- (i) any structural work, other than those required to be performed by the Tenant under the MoU, unless it has become necessary because of any actions, whether negligent or deliberate, of the Tenant or those for whom the Tenant is responsible;
  - (ii) repairs that are necessary because of fair wear and tear; or
  - (iii) repairs that are necessary because of a natural disaster or other serious event that is out of the Tenant's control.
- (b) To comply with its obligation under **clause 4.4(a)**, the Tenant must:
  - (i) immediately repair or pay the costs of repairing and making good any damage to the Leased Premises, any part of them or the Building caused by or through the act, neglect, default or omission of the

Tenant or the servants, agents or lawful visitors of the Tenant and indemnify the Landlord against all Claims for damage so caused. All repairs will be carried out by the Landlord and (at the Landlord's discretion) under the supervision of an architect nominated by the Landlord;

- (ii) immediately repair or replace all broken glass including exterior windows with glass of the same or some similar quality and all damaged, defective or broken heating, lighting and electrical equipment including any fluorescent tubes installed upon the Leased Premises;
- (iii) regularly maintain and repair the Fixtures and Fittings that are located within the Leased Premises, excluding the Landlord's Chattels;

#### **4.5 Cleaning of the Leased Premises**

- (a) The Tenant at it's own expense must keep:
  - (i) the Leased Premises, excluding the Landlord's Area;
  - (ii) the immediate surroundings; and
  - (ii) any passageway, emergency exit or right of way immediately adjoining the Leased Premises,
 at all times properly cleaned and drained in a sanitary condition to the satisfaction of the competent authority having control of the same and free of all vermin and cleared and free of any rubbish, obstacle or hazard.
- (b) The Tenant must store all garbage rubbish and refuse in a hygienic manner within the Leased Premises and attend to its expeditious disposal and observe any directions given by the Landlord.
- (c) The Tenant must take all reasonable precautions to keep the Leased Premises, excluding the Landlord's Area, free of rodents, vermin, insects, pests, birds and animals. If the Tenant fails to do so it will at the request of the Landlord but at the cost of the Tenant employ pest exterminators approved by the Landlord.

#### **4.6 Alteration and Renovation**

- (a) The Landlord shall do all things necessary to assist he Tenants in obtaining all licences and permits to carry out the Renovation Works.

- (b) Subject to clause 4.6(a), nothing contained in this Lease will impose on the Tenant any liability to make or pay for any structural alterations or additions to the Leased Premises or any part of the Leased Premises.

#### **4.7 Indemnity and Nuisance**

The Tenant must, except the Landlord's Area:

- (a) indemnify the Landlord against all:
  - (i) claims which the Landlord may suffer or incur in connection with the loss of life and or personal injury to any person and or damage to any property (wheresoever occurring:
    - A. arising from or out of any occurrence at the Leased Premises,
    - B. arising from or out of the use by the Tenant of the Leased Premises or any part thereof,
    - C. arising from any alterations, additions or renovations conducted at the Leased Premises by the Tenant or under the authority of the Tenant; or
    - D. occasioned wholly or in part by any neglect or omission by the Tenant or by the servants, agents or lawful visitors of the Tenant or by any other person or persons using, upon or near the Leased Premises,
  - (ii) loss and damage to the Leased Premises caused by the negligent use or misuse, waste or abuse of the water gas or electricity supplied to the Leased Premises or to the Tenant in connection with the Leased Premises or by faulty sanitary, water, gas or electric light fittings or fixtures fixed or installed by or on behalf of the Tenant;
  - (iii) not to do or allow to be done on the Leased Premises, anything which may be or become a nuisance to the Landlord or occupiers of any adjoining or neighbouring premises;

(b) The provisions of **clause 4.7(a)** do not oblige the Tenant to indemnify the Landlord in respect of:

- (i) claims by an employee of the Landlord in respect of which the Landlord is covered under its policy issued pursuant to Workers Compensation legislation where the injury is not due to the negligence of the Tenant or its servants or agents;
- (ii) claims arising from loss or damage attributable to the defective condition of any property of the Landlord unless that defective condition was created by the Tenant or its servants or agents;
- (iii) any accident or injury to or death of any person or damage or injury to or loss of the property of any person resulting from any wilful or negligent act of the Landlord or its officers, servants or agents;
- (iv) claims, whatsoever, arising from the loss of life and or personal injury to any person and or damage to any property whether or not resulting from any wilful or negligent act of the Landlord or its officers, servants or agents occurring in the Landlord's Area; and
- (v) claims arising under **clause 4.7(a)** to the extent that they are covered by any insurance effected pursuant to **clause 4.7(b)** or any other insurance which may be in force at the relevant time.

#### **4.8 Compliance with Requisitions of Authorities**

- (a) Subject to **clauses 4.4(a)** and **4.6(a)**, the Tenant must:
- (i) construct works;
  - (ii) make alterations to the Leased Premises; and
  - (iii) perform and do such acts and things,
- as are during the Term required by any order or requisition whether addressed to Tenant or Landlord in pursuance of:
- A. the *Health Act 1911* (WA);
  - B. the *Local Government Act 1995* (WA);
  - C. any amendment of the Acts or any of them; or
  - D. any other Acts for the time being in force; or
  - E. any by-laws or regulations made under them relating to public health or safety, water supply, sewerage or drainage; or

F. any requisitions or requirements of any body or authority having control over electrical installations or fixtures, safety, health insurance matters or similar subjects.

(b) The Tenant is not liable to carry out any alteration, sealing or other treatment to the roof of the Leased Premises and/or such other areas of the Leased Premises that contain asbestos and/or asbestos fibres (if any).

## 5. LANDLORD'S OBLIGATIONS

The Landlord (so as to bind the Leased Premises and their proprietor for the time being but not to make itself personally liable except for its own acts and defaults or the acts of its servants or agents while it is the registered proprietor) must:

- (a) allow the Tenant (duly paying the Rent and performing and observing the terms covenants and conditions of the Lease) to peaceably and quietly hold and enjoy the Leased Premises during the Term without any interruption by the Landlord or by any person or persons rightfully claiming under or in trust for the Landlord;
- (b) pay all Outgoings and costs associated to and in relation to the Landlord's Area, including but not limited to the management and fit-out Landlord's Area;
- (c) maintain the Leased Premises and the Building in a sound structural condition;
- (d) repair all items of damage in respect of the Leased Premises which are not specifically the responsibility of the Tenant to repair under the Lease;
- (e) at all times during the Term use its best endeavours to maintain in proper working condition all mechanical installations and services provided by the Landlord or connected by the Landlord to the Leased Premises. The Landlord is not responsible or liable to the Tenant for any loss or damage suffered by the Tenant as a result of any breakdown of or defect in any matter or thing beyond the reasonable control of the Landlord;
- (f) at its own expense, promptly comply with and observe all notices and requirements of any statutory public local or other competent authority with respect to the Leased Premises whether involving structural alterations or not

except such as may be served on the Landlord arising out of or in the course of the Tenant's occupation and/or use of the Leased Premises;

- (g) at its own expense, rezone the Land as "community recreation and public worship" or similarly characterised zoning, within a reasonable time;
- (h) at its own expense, re-align and excise any parts of the Land included in the property known as Sounness Park, being the property adjacent to the Land (**Sounness Park**), within a reasonable time;
- (i) liaise with the Tenant to develop a security plan for the Leased Premises;
- (j) at its own expense, maintain the paved car park on the Land, including the Parking Areas;
- (k) at its own expense, construct a fence along the:
  - (i) western; and
  - (ii) southern (Cooper Street)
 boundaries of the Land, using a fencing style and materials to be agreed by the Parties;
- (l) at its own expense, take out and keep up to date insurance policies over the Leased Premises in the names of the Landlord and the Tenant, including policies in relation to:
  - (i) the Building, including in relation to any improvements or /additions to the Building; and
  - (ii) the Landlord's Chattels

## **6. LANDLORD'S RIGHTS**

### **6.1 Repair**

- (a) At all reasonable times the Landlord, its agents or both may enter the Land to look at its condition and that of the Fixtures and Fittings. The Landlord may give Notice to the Tenant of any defects and require the Tenant to remedy them within a reasonable time.
- (b) At all reasonable times the Landlord, its agents or both may enter the Land, without causing unnecessary interference with the use of the Land by the Tenant, to:

- (i) comply with the terms of any statute affecting the Land;
  - (ii) carry out any structural work that the Landlord thinks should be carried out;
  - (iii) install any services such as air conditioning, automatic fire sprinklers, gas pipes, water pipes, drainage pipes, cables or electrical wiring;
  - (iv) carry out any repairs to the Leased Premises that the Landlord thinks should be carried out;
  - (v) carry out any works to the adjoining premises that the Landlord thinks should be carried out;
  - (vi) take inventories of Fixtures and Fittings; and
  - (vii) remedy any defects about which the Landlord has notified the Tenant under **clause 6.1(a)** and which the Tenant has not remedied within a reasonable time.
- (c) If the Landlord carries out any works in the Building that the Tenant should have carried out, the Tenant must pay the costs of that work to the Landlord on demand.

## **6.2 Landlord not Liable for Damage**

If property of any kind which may be in the Leased Premises during the Term is destroyed or damaged by water, heat, fire, vermin or in any other way, no part of the loss or damage occasioned is borne by the Landlord.

## **6.3 Landlord not Liable for Interruption of Services**

Despite any implication or rule of law to the contrary, the Landlord is not liable to the Tenant (except for any wilful or negligent acts of the Landlord or its officers, servants or agents) for any loss or damage suffered by the Tenant 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 Leased Premises; or
- (b) the blockage of any sewers, water, drains, gutters, downpipes or storm water drains from any cause, and
- (c) the Tenant 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 Landlord in respect of such failure.

#### **6.4 Reservations**

The Landlord reserves the right to:

- (a) grant easements and restrictive covenants over the Land;
- (b) accept the surrender of easements and restrictive covenants which are encumbered over the Land;
- (c) grant and discharge mortgages over the Land,
- (d) provided that the Landlord will not exercise any of the rights under **clause 6.4** where the rights of the Tenant under the Lease will be materially prejudicially affected and the Landlord obtains the Tenant's written consent prior to excising its right under clause 6.4.

### **7. TRANSFER, SUBLETTING AND PARTING WITH POSSESSION**

#### **7.1 Restriction**

The Tenant must not assign, sub-let, mortgage, charge or encumber the Leased Premises or any part of the Leased Premises or otherwise part with possession of the Leased Premises or any part without the prior written consent of the Landlord and consent not to be unreasonable withheld.

#### **7.2 Consent & Costs**

- (a) Consent of the Landlord will not be unreasonably withheld in the case of an assignment of the whole of the Leased Premises or sub-letting of the part of the Leased Premises to a financially respectable and responsible person, proof of which will be on the Tenant;
- (b) The Landlord will not be called upon or required to give the Landlord's consent to any assignment of the Leased Premises in the event of the proposed assignee carrying on or intending to carry on a business or occupation not being of a like nature to the Permitted Use;
- (c) It will be a condition precedent to the granting of consent to any assignment or sub-letting that:
  - (i) the Tenant will have obtained the execution by the proposed assignee and guarantor (as the case may be and as the Landlord may require) of a deed of covenant;

- (ii) the deed of covenant must be prepared by the Landlord's solicitors at the expense of the Tenant; and
- (iii) in the deed of covenant, the permitted assignee or sub-tenant and guarantor (if any) must covenant with the Landlord to comply with the covenants and agreements contained in the Lease on the part of the Tenant or those of them as the Landlord's solicitors consider necessary.
- (d) In the event of sub-letting, all money derived from the sub-lessee by way of rent or any other payment, is to be used for the sole purpose of the Mount Barker Community Centre not for profit entity.
- (e) The Tenant must pay the Landlord's legal costs (on a solicitor and own client basis) and other costs incurred in considering and giving consent, including any costs that the Landlord incurs in making inquiries about the character and financial status of any proposed sub-tenant or the person to whom possession is to be transferred.

## **8. USE OF THE LEASED PREMISES**

### **8.1 Tenant's Business**

- (a) The Tenant must:
  - (i) use the Leased Premises only for the Permitted Use;
  - (ii) where approval is necessary from the Shire of Plantagenet and any other relevant authority for the Permitted Use, on or before the Commencement Date obtain such approval (at the Tenant's cost);
  - (iii) conduct its business on the Leased Premises in a business like and commercial manner; and
  - (iv) keep the Leased Premises open for business during the usual hours in which a business of the type referred to is conducted.

### **8.2 Tenant's Risk**

The Tenant occupies the Leased Premises and uses the Leased Premises at the Tenant's own risk.

### 8.3 Parking Area

The Tenant and the Landlord agree that the use of the Parking Area is subject to the following conditions:

- (a) the Parking Area must be used only for the purpose of parking private motor vehicles;
- (b) all vehicles parked in the Parking Area are parked within the defined area of each parking bay; and
- (c) any rubbish and debris accumulating around the Parking Area must be periodically removed by the Tenant.

### 8.4 Access

The Landlord and the Tenant agree that:

- (a) the Landlord's employees employed at the Library and members of the public attending the Library, will have unfettered access to the toilet facilities in the Leased Premises;
- (b) only the Landlord's employees employed at the Library, but not the members of the public, will have unfettered access to the tea room situated in the Leased Premises; and
- (c) the Landlord's employees and the Landlord's customers using the Library will have access to the Disabled Toilet and additional toilets in the Leased Premises whenever the library facility is in use

### 8.5 Sounness Park

The Parties acknowledge that:

- (a) subject to the payment of appropriate fees to the Landlord and compliance with the Landlord's booking procedures, the property known as Sounness Park may be utilised by the Tenant for community events; and
- (b) this **clause 8.4** does not grant any proprietary interest to the Tenant in relation to the use of Sounness Park.

### 8.6 No Landlord Representation

Subject to the terms of the MoU, the Tenant acknowledges and declares that in entering into this lease the Tenant has not relied on any promise, representation, warranty or undertaking given by or on behalf of the Landlord, that:

- (a) Leased Premises are suitable for the Permitted Use;
- (b) the Fixtures and Fittings and services are suitable for the Permitted Use;
- (c) Leased Premises may lawfully be used for the Permitted Use;
- (d) zoning of the Land or of the Building will allow the Leased Premises to be used for the Permitted Use,
- (e) the Tenant agrees that, before signing the Lease, the Tenant made its own inquiries about zoning;
- (f) any warranty as to the suitability of the Land implied by law is expressly negated.

### 8.7 Restrictions on Tenant

The Tenant must not:

- (a) do or allow anything which may:
  - (i) cause loss or damage to the Leased Premises; or
  - (ii) choke or otherwise damage sewerage connections, drains and fittings.
- (b) use or allow the use of the toilets, conveniences and the water, lighting, heating and air conditioning apparatus, and fire sprinkler systems in the Leased Premises for any purposes other than those for which they were constructed;
- (c) overload, or allow the overloading of the floors of the Leased Premises by placing heavy articles on them, the individual or combined weights of which exceed the design and construction limits of the Leased Premises;
- (d) cause or allow any unduly loud noise or any other nuisance, disturbance or annoyance to be made in or to emanate from the Leased Premises;

- (e) conduct or allow any auction sale, fire sale, warehouse sale or liquidation sale in the Leased Premises;
- (f) mark, paint, deface or place any signs or advertising on any surface of the Leased Premises or the Building unless permitted by the Lease or with the prior written approval of the Landlord;
- (g) permit any rubbish to accumulate in the Leased Premises unless confined in suitable containers; or
- (h) interfere with or attempt to control any part of the fire alarm, sprinkler systems, any air conditioning equipment or any other machinery or equipment of the Landlord installed in the Leased Premises.

#### **8.8 Registration of Lease or Lodgement of Caveat**

- (a) The Tenant, an agent or other person on behalf of the Tenant may register the Lease;
- (b) The Tenant, an agent or other person on behalf of the Tenant must not lodge a caveat against the Land or any part of the Land other than a subject to claim caveat to protect the Tenant's interest under the Lease;
- (c) Any caveat must be withdrawn by the Tenant at the Tenant's expense at the expiration of the Term;
- (d) In the event of the Tenant failing to withdraw any subject to claim caveat upon the expiration of the term or if the term is extended or renewed then upon the expiration of the extended or renewed term the Tenant in consideration of the Landlord having granted this Lease irrevocably constitutes and appoints the Landlord and if the Landlord is a corporation each and every one of the directors and other officers of the Landlord jointly and severally the agent and attorney of the Tenant to surrender and withdraw the registration of this Lease or caveat (as the case may be) and for those purposes to sign any withdrawals, surrenders and any other instruments and documents and to do all acts matters and things as may be necessary or expedient for carrying out the powers granted in this clause;
- (e) The Tenant ratifies and confirms and allows the Landlord to do all acts

permitted to be done under or by virtue of this clause the cost of which will be borne and paid by the Tenant;

## **9. TERMINATION FOR BREACH**

### **9.1 Essential Terms**

The following Tenant's covenants are essential terms of the Lease:

- (a) the covenant to pay Rent during the Term;
- (b) the covenant not to deal with the Lease, or part with possession of the Leased Premises without consent;
- (c) the covenant about use of the Leased Premises;
- (d) the covenant permitting the Tenant to undertake Renovation Works; and
- (e) the covenant requiring the Landlord to apply and obtaining re-zoning of the Land.

### **9.2 No Waiver**

The Landlord's acceptance of late payment of any Rent does not waive the essentiality of the Tenant's obligation to pay Rent.

### **9.3 Right to Terminate Lease**

The Landlord may terminate the Lease if:

- (a) all or part of the Rent or other money due to the Landlord under the Lease remains unpaid for 20 Business Days after it is due, whether formally demanded or not;
- (b) the Tenant breaches the Lease, or any rule or regulation made under the Lease;
- (c) defects notified under **clause 6.1(a)** are not remedied within the time specified in the notice;
- (d) if the Tenant requires an approval, authorisation, licence or permit from the Shire of Plantagenet and any other relevant authority for the Permitted Use, and:

- (i) the Tenant fails to obtain the approval; or
  - (ii) the approval is cancelled;
- (e) the Tenant is a company that:
- (i) stops or threatens to stop carrying on its business;
  - (ii) goes into liquidation, whether voluntary or not;
  - (iii) is subject to an order or resolution for its winding up, unless it is for reconstruction or amalgamation;
  - (iv) is placed under the control of a liquidator or receiver (in both cases whether provisional or otherwise);
  - (v) is placed under official management under the Corporations Act; or
  - (vi) enters into a composition or scheme of arrangement;
- (f) the interest of the Tenant under the Lease is taken in execution; or
- (g) the Tenant or any person claiming through the Tenant conducts any business from the Leased Premises after the Tenant has committed an act of bankruptcy.

#### **9.4 Method of Termination**

For the purposes of **clause 9.3** the Landlord may terminate the Lease by:

- (a) giving Notice to the Tenant of the termination;
- (b) re-entering the Leased Premises, with force if necessary, ejecting the Tenant and all other persons from the Leased Premises and repossessing them; or
- (c) doing both.

#### **9.5 Continuation of Tenant Liability**

If the Landlord terminates the Lease under **clause 9.3** the Tenant remains liable for any previous breach of the Lease and other remedies available to the Landlord for recovery of unpaid Rent or for breach of the Lease are not affected.

#### **9.6 Recovery of Damages**

If the Landlord terminates the Lease under **clause 9.3**, it may, in addition to any other rights and remedies that it might have, recover damages from the Tenant for the loss of the benefit of so much of the Lease as would have continued but for the termination.

**10. END OF TERM**

At the end of the Lease, the Tenant must:

- (a) not remove the Fixtures and Fittings;
- (b) quietly yield up possession to the Landlord; and
- (c) surrender all keys for the Leased Premises to the Landlord at the Landlord's address.

**11. GOODS AND SERVICES TAX**

- (a) In this clause, **GST** means a goods and services tax or any similar tax, impost or duty introduced by the Commonwealth of Australia or any State or Territory of Australia whether before, on or after the Commencement Date, which becomes payable in connection with the supply of the Leased Premises or any goods, services or other things acquired or paid for by the Landlord in connection with the Lease.
- (b) All Rent and other amounts the Tenant agrees to pay to the Landlord as the consideration for the supply expressed in the Lease are exclusive of GST.
- (c) The Tenant agrees to pay to the Landlord, at the same time as the Landlord becomes liable to pay GST, the additional amount of GST together with any payment to which it relates. This obligation covers the Landlord's liability under the Lease and any renewal or extension of the Lease and includes Outgoings or consideration for any other taxable supply.
- (d) The Tenant:
  - (i) must reimburse the Landlord the full amount of GST, despite any entitlement the Landlord may have to input tax credits or other credits or reimbursements for GST; or
  - (ii) if the Landlord is entitled to an input tax credit for any amount recoverable from the Tenant under **clause 11(c)**, need only pay the Landlord an amount as reduced by the amount of the input tax credit the Landlord has received, or claims and is entitled to receive.

- (e) The Landlord will deliver tax invoices to the Tenant for the supply relating to Rent paid under the Lease, in a form that complies with the GST legislation, so that the Tenant may claim input tax credits for the taxable supply.

## **12. NOTICES**

### **12.1 Method of Giving Notices**

Notice which is required or permitted to be given by one Party to another under this Lease must be in writing and be:

- (a) delivered by hand to that other Party's address;
- (b) sent by pre-paid mail to that other Party's last known address; or
- (c) transmitted by facsimile to that other Party's last known facsimile number.

### **12.2 Time of Receipt**

Notice given to a Party in accordance with this clause is treated as having been duly received:

- (a) when delivered (in the case of it being left at that Party's address);
- (b) on the third (3rd) Business Day after posting (in the case of it being sent by pre-paid mail);
- (c) on the day of transmission (if a Business Day) or, if not a Business Day, on the next Business Day, if given by facsimile and sent to the facsimile receiver number of that Party and no intimation having been received that the notice had not been received, whether that intimation comes from that Party or from the operation of facsimile machinery or otherwise.

### **12.3 Address of Parties**

For the purposes of this clause, the address of a Party is the address set out in this document or another address of which that Party may from time to time give written notice to each other Party.

## **13. GENERAL**

### **13.1 Costs**

The Parties shall bear the cost of the preparation, execution, completion (and registration, if applicable) of the Lease as well as all costs and expenses of and incidental to any document, act, matter or thing required pursuant to this document to

be prepared, executed, done or completed. Each party shall bear their own cost in obtaining legal advice on the document.

### **13.2 Default Costs**

Any Party in default under any provision of the Lease, on demand must pay all reasonable solicitors costs and expenses incurred by any other Party arising out of that default or from the exercise of any remedy exercisable as a result of that default.

### **13.3 Amendment**

A variation or waiver of, or any consent by a Party to any departure from, a provision of the Lease is only effective if it is in writing and signed by the Parties. That variation, waiver or consent is effective only to the extent for which it is made or given.

### **13.4 Waiver**

The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred upon that Party by the Lease does not operate as a waiver of that power or right. Any single exercise of any power or right does not preclude any other or further exercise of it or the exercise of any other power or right under the Lease.

### **13.5 Moratorium not to Apply**

Unless application is mandatory by law any statute proclamation, order, regulation, or moratorium present or future will not apply to the Lease so as to abrogate extinguish, impair, diminish, fetter delay or otherwise prejudicially affect any rights powers privileges remedies or discretions given or accruing to the Landlord.

### **13.6 Entire Agreement**

- (a) the MoU and the Lease constitutes the sole and entire agreement between the Parties concerning the subject matter hereof; and
- (b) a warranty, representation, guarantee or other term or condition of any nature relating to that subject matter, and that is not contained, recorded, or referred to in the MoU or the Lease, is of no force or effect.

### **13.7 Severance**

If any provision of the Lease or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions

of the Lease are not affected and are valid and enforceable to the fullest extent permitted by law. This clause has no effect if the severance alters the basic nature of the Lease.

### **13.8 Further Assurance**

Each Party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers all deeds, documents, instruments and acts reasonably required of it or them by notice from another Party to effectively carry out and give full effect to the Lease and the rights and obligations of the Parties under it.

### **13.9 Counterparts**

The Lease may be executed by more than one (1) counterpart and all of those counterparts taken together constitute one (1) and the same instrument.

### **13.10 Landlord May Act by Agent**

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

### **13.11 Remedies cumulative**

The rights, powers and remedies provided in the Lease are cumulative with and not exclusive of the rights, powers and remedies provided by law independently of the Lease.

### **13.12 Approvals and Consents**

Where the Lease provides for a Party to give its approval or consent, the Party may give it conditionally or unconditionally or withhold it, unless the Lease otherwise provides.

### **13.13 Indemnities**

In relation to each of the indemnities in the Lease:

- (a) the indemnity is a continuing obligation, separate and independent from the other obligations of a Party and survives the expiration or earlier termination of the Lease;
- (b) it is not necessary for a Party to incur expense or make a payment before enforcing a right of indemnity conferred by the Lease; and

- (c) a Party is liable to pay to the Party to be indemnified an amount equal to any Loss suffered or incurred by an employee, officer or agent of that Party.

### 13.14 Conflict & Resolution

- (a) The Parties agree that in the case of conflict, a separate sub committee consisting of <sup>two representatives</sup> ~~the Chairperson~~ of the Tenant, ~~one Board member of the~~ <sup>and two</sup> ~~Tenant, one representative~~ from the Landlord and ~~one participant~~ shall be formed to resolve the conflict. *[Handwritten initials: DMJ, KMLJ, Jm]*
- (b) In the event the conflict remains unsolved, the Parties agree that a mutually agreed person be appointed as Arbitrator or an Arbitrator or umpire appointed pursuant to the Commercial Arbitration Act 1985 (WA);
- (c) Where it is necessary for any dispute under this Lease to be determined by an arbitrator or umpire under the Commercial Arbitration Act 1985 (WA) then each party to the proceedings before an arbitrator or umpire may be represented by a duly qualified legal practitioner

## 14. SPECIAL CONDITIONS

### 14.1 Renovation Works

- (a) The Tenant has the right to re-fit and improve the existing Building and extend and fit out the existing Building situated in the Leased Premises and construct and fit out additional Building situated on the Land at its own cost and as specified in Annexure "C" to accommodate the programs and services it wishes to offer, subject to all statutory requirements being met by the Tenant, including building licences.
- (b) The Landlord agrees that if it is the authority to grant building Licences that the Landlord will not unnecessarily be withhold such licences

## 15. RIGHT OF FIRST REFUSAL

The Landlord and the Tenant agree that:

- (a) If the Landlord at any time during the Term or any extension or renewal of the

term desires to vacate the Landlord's Area, vacates the Landlord's Area or relinquish the running of the Library and desires to lease the Landlord's Area, the Landlord will first give to the Tenant <sup>twenty-eight (28)</sup>~~seven (7)~~ clear days written notice of that intention to vacate or lease and at the annual rent terms and conditions upon which the Landlord is willing to lease the Landlord's Area, prior to placing the Landlord's Area upon the open market or inviting offers privately or publicly for the purpose of the Landlord's Area;

- (b) For the purposes of clause 15(a), the Landlord covenants with the Tenant that the annual rent and the terms and conditions upon which the Landlord is willing to lease the Landlord's Area will be the same as contained in this Lease;
- (c) The Tenant upon receiving the written notice from the Landlord will have an option to lease the Landlord's Area at the annual rent and on the terms and conditions exercisable at any time before the expiration of the notice;
- (d) If the Tenant does not exercise their intention to lease on those terms and conditions within <sup>twenty-eight (28)</sup>~~seven (7)~~ days of the receipt of the notice, the Landlord covenants not to lease to any other person at a lesser price than that offered to the Tenant or on terms and conditions at variance with those offered to the Tenant without giving written notice to the Tenant giving him first opportunity to lease on those terms and conditions;
- (e) The Landlord will not be bound to comply with this covenant if at any time when notice would have been required to be given to the Tenant:
  - (i) the Tenant is in substantial breach of their obligations covenants agreements and stipulations contained in this lease;
  - (ii) there has occurred any act, matter or thing attributable to or the responsibility of the Tenant pursuant to the provisions of this lease which has not been remedied by the Tenant which would entitle the Landlord to determine this lease;
  - (iii) the Landlord is otherwise entitled to determine this lease and has exercised his right to do so.

**SCHEDULE****ITEM 1:****LAND:**

The land located at Lot 53 Lowood Road, Mount Barker, Western Australia, being more particularly described as Lot 53 on Deposited 222823 and the whole of the land constituted in Certificate of Title Volume 1124 Folio 314.

**ITEM 2:****TERM OF THE LEASE:**

Term:	THIRTY (30) years
Commencement Date:	31 July, 2009
Termination Date:	30 July, 2039

**ITEM 3:****RENT:**

ONE DOLLAR (\$1.00) per annum.

**DUE DATE FOR FIRST INSTALMENT OF RENT & OUTGOINGS:**

31 July 2009

**ITEM 4:****OPTION FOR RENEWAL OF LEASE:****OPTIONS:**

One

**EXTENDED TERM:**

Term:	TWENTY-FIVE (25) years
Commencement Date:	31 July, 2039
Termination Date:	31 July, 2064

**ITEM 5:****PERMITTED USE OF LEASED PREMISES:**

Community, recreation and public worship.

**ITEM 6:****INSURANCE:****PARTICULARS OF INSURANCE:****Public Liability**

A policy insuring against public liability for not less than \$10 million in respect of any one occurrence for the risks normally covered by a public insurance policy. The Landlord may increase or decrease the minimum cover.

**Plate Glass**

A policy insuring against plate glass damage at the Leased Premises for not less than its full replacement value in respect of any one occurrence for the risks normally covered by an insurance office

**Fixtures and Fittings**

Fixtures and Fittings in the Leased Premises or associated with the Permitted Use by the Tenant in the Leased Premises. Insurance cover under this policy must be for the full insurable value of the Fixtures and Fittings against loss or damage because of fire and other risks including water, storm and rainwater damage in respect of any one occurrence for the risks normally covered by an insurance office

**ANNEXURE “A”**

**MoU**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SHIRE OF PLANTAGENET  
AND  
THE BAPTIST CHURCHES OF WA  
AS SPONSOR FOR  
THE MOUNT BARKER COMMUNITY CENTRE (MBCC)**

**'DEVELOPING COMMUNITY PROGRAMS AND SERVICES FOR THE  
SHIRE OF PLANTAGENET'**

**INTRODUCTION**

This Memorandum of Understanding is between the Shire of Plantagenet (the Council) and the Baptist Churches of WA acting as sponsor for the Mount Barker Community Centre (MBCC).

It reflects the desire of the parties to work closely together so that the MBCC can provide and facilitate community programs and services within the Shire of Plantagenet, with Christian commitment and integrity and respect for differences in religion, race and social status out of a building owned by the Council and presently utilised for the Council's Library services.

This agreement also reflects the Council's willingness to lease that building to the MBCC for the purposes referred to in this agreement.

**KEY COMMITMENTS:**

The parties agree that:

- (1) Lot 53 Lowood Road Mount Barker and the improvements thereon are suitable for the purpose of establishing and running programs of the MBCC, and that those programs can be co-located with the Council's responsibilities of providing a lending library, toy library and archival repository.
- (2) The Mount Barker Town Library and Toy Library will continue to operate from the MBCC. Management of the Library, employment and payment of library staff, fit out of Library, and recurrent / ongoing replacement costs that arise during the period of the lease will be the responsibility of the Shire.
- (3) To adequately undertake the role of the MBCC and to allow the Council to continue to provide library, toy library and archival storage, the building situated on Lot 53 Lowood Road will need refitting, extensions and improving and such works will be undertaken by the MBCC at its own cost.

- (4) To enable the MBCC to adequately amortise its costs referred to above, a long term lease of the premises will be necessary and the parties agree to honour the terms of that lease.
- (5) That the programs to be offered by the MBCC will be made available on a co location, partnership or MBCC basis at the discretion of the MBCC Board.
- (6) The library, toy library and archival repository will not be required to pay rent during the term of the agreement.
- (7) Co-location/partnership programs offered by the MBCC may be required to pay rent or other fee associated with the program being offered, pursuant to the policies of the Board of Management from time to time.
- (8) It is the intention of the MBCC and understood by the Council that the centre will be operated on a 'not for profit' basis and that any excess funds generated will be reinvested in the MBCC facility and/or programs.
- (9) Management of the Centre will be by Board of Governance, to be appointed by the Baptist Churches of WA, on a portfolio basis with relevant church/community members with appropriate qualifications to undertake particular portfolios being considered for Board positions.  
  
*Ex officio* positions will be offered on the Board where appropriate, including one representative from the Shire of Plantagenet.
- (10) The Board will be responsible for the smooth running of the facility and will meet quarterly and operate in accordance with the Constitution and the lease between the parties.

The Council agrees:

- (1) To enter into a lease for Lot 153 Lowood Road, Mount Barker for a period of fifty five years comprised of thirty years with an additional twenty five year option, for the purposes outlined in this agreement.
- (2) That the MBCC has the right to re-fit and improve the existing building situated on the lot at its own cost, subject to all statutory requirements being met by the MBCC, including building licences, the issue of which will not be withheld unnecessarily where such licences are issued by the Council.
- (3) That the MBCC has the right to extend the existing building to accommodate the programs and services it wishes to offer and to fit out same at its own cost subject to all statutory requirements being met by the MBCC, including building licences, the issue of which will not be withheld unnecessarily where such licences are issued by the Council.

- (4) Lease payments for the term of the lease shall be a 'peppercorn' to offset the capital improvements to the Council's asset which the MBCC will undertake as referred to in (2) and (3) above.
- (5) Subject to normal booking and payment of appropriate fees as adopted by the Council from time to time, the adjacent Sounness Park can be utilised by MBCC when hosting major community events.
- (6) That while the premises are being used for the purposes set out in this agreement, the premises shall be exempt from council rates.
- (7) To rezone Lot 53 to 'community recreation and public worship' or similar appropriate zoning at the Council's cost and to effect the necessary realignment and excision of the block from the adjacent Sounness Park also at the Council's own cost.
- (8) To develop a security plan for the premises in conjunction with the MBCC to ensure the protection of the asset for both parties.
- (9) To maintain the existing paved car park on the premises at the Council's own cost as a community service for both the community centre and the library.
- (10) To construct a fence along the western boundary and also the southern boundary adjacent to Cooper Street (unmade). Fencing style and materials will be negotiated with the MBCC.
- (11) Insure the building to its upgraded value for the duration of the lease.
- (12) To be responsible for major building maintenance.
- (13) That costs for the fit out of the library, toy library and archive repository will be the responsibility of the Council.

The MBCC agrees:

- (1) To use the premises for the agreed purposes.
- (2) To keep, maintain and be responsible for routine maintenance of the premises, including vandalism/broken windows and the like.

The Sponsor agrees to accept responsibility to:

- (1) Administer grant moneys in accordance with signed agreements and under direction of the Board
- (2) Maintain an overview of all other moneys in the MBCC bank accounts.

- (3) Distribute grant moneys as authorised.
- (4) Ensure all accounts are paid.
- (5) Provide an annual audited report to all participants.

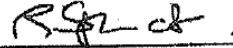
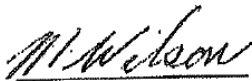
#### Dispute Procedures

In the case of conflict, a separate sub committee shall be formed consisting of the MBCC Chair, one Board member, one representative from the Council and one participant.

In the event the issue remains unresolved, the Sponsor shall have the final say.

#### Duration

This Agreement shall remain in force until the lease referred to herein is executed, unless terminated earlier.

**EXECUTION**Signed by the parties hereto as a Deed this 13 day of August 2007Kevin Forbes  
Shire President  
Shire of PlantagenetRob Stewart  
Chief Executive Officer  
Shire of PlantagenetMark Wilson  
Director  
Baptist Churches of WATerry Hicks  
Administrator  
Baptist Churches of WA



PO Box 40 Mount Barker  
Western Australia 6324  
Phone: (08) 9892 1111  
Fax: (08) 9892 1100  
Email: info@plantagenet.wa.gov.au  
Website: www.plantagenet.wa.gov.au

Our Ref: O17039  
Your Ref:  
Enquiries: Rob Stewart

11 May 2009

Anderson Duffy  
Baptist Union of WA  
Box 17  
MOUNT BARKER WA 6324

Dear Anderson

**Subject: Community Centre as a place of worship**

I refer to your request seeking clarification that church services may be carried out within the Mount Barker Community Centre at Lot 53 and part Lot 149 Lowood Road and McDonald Avenue, Mount Barker.

I can advise that the above matter was considered at a meeting of the Council held on 28 April 2009 at which it was resolved:

*'That the Mount Barker Community Centre building at Lot 53 and part Lot 149 Lowood Road and McDonald Avenue, Mount Barker be approved as a place of public worship.'*

Should you have any further queries please do not hesitate to contact Peter Duncan on 98921142.

A handwritten signature in black ink, appearing to read "Rob Stewart".

**Rob Stewart**  
**CHIEF EXECUTIVE OFFICER**

Q:\Executive Services\Executive Assistant\Draft Documents\2009\Baptist Church.doc

**ANNEXURE "B"**  
**PLANS**

**ANNEXURE "C"**  
**SCHEDULE OF WORKS**

**PLANTAGENET SHEDS & STEEL PTY LTD**

85 Lowood Road, Mt Barker 6324. Ph 98512236 Fax 98512902

Builders Registration No 10993

ABN 65 085 171 115

**Mt Barker Community Centre  
Lowood rd Mt Barker****WEEK****Commencing 9/11/09****Completed 21/11/09.**Site works, clear site, sand fill for building  
refere scope of work item 1 and 2**WEEK****Commencing 23/11/09****Commencing 4/12/09**Set out.  
Concrete footings  
Plumbing and electrical pre-lay  
Pour concrete footings and floors  
Refere scope of work items 3 and 4**WEEK****Commencing 11/1/2010****Completed 30/1/2010**

Steel fabrication delivery to site

**WEEK****Commencing 1/2/2010****Completed 30/2/2010**Site erect structural steel including all purlins and girts  
Bricks and associated materials to site**WEEK****Commencing 1/3/2010****Completed 18/4/2010**Brickwork completed  
Steelwork completed to commence roof plumbing  
and steel cladding  
Steel cladding and accessories to site

Page 1 of 2

Steel Sales • Steel Fabrication • Welding • Trailers • Stock Yards & Crates • Steel Wall & Roof Framing  
Specialising in Winery & Chemical Storage Facilities • Commercial & Farm Sheds

## **PLANTAGENET SHEDS & STEEL PTY LTD**

85 Lowood Road, Mt Barker 6324. Ph 98512236 Fax 98512902

Builders Registration No 10993

ABN 65 085 171 115

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### **WEEK**

**Commencing 1/5/2010** Complete external steel cladding  
Glazing supply and fixed

**Completed 30/6/2010** External cement render completed

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### **WEEK**

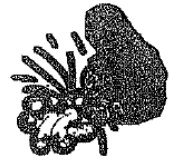
**Commencing 1/6/2010** final clean up and handover

**Completed 18/ 6/2010**

Page 2 of 2

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Steel Sales • Steel Fabrication • Welding • Trailers • Stock Yards & Crates • Steel Wall & Roof Framing  
Specialising in Winery & Chemical Storage Facilities • Commercial & Farm Sheds



**Plantagenet Sheds & Steel Pty Ltd**  
85 Lowood Road, Mount Barker, WA 6324. Ph 98512236 Fax 98512902

Builders Registration No 10993 ABN 65 085 171 115

CLIENTS: *Baptist Union of W.A.*  
Mt Barker Community Centre Board  
Plantagenet Shire Council

PROJECT: Proposed Community Centre – Lowood Road, Mount Barker

### SCOPE OF WORKS

Scope of work to be undertaken with the construction of Stage A of proposed facility.

- Item (1) Clear site of remaining debris, grass and top soil unsuitable for use in this construction. Excavate existing site to depth of 600 mm below underside of existing floor level and backfill with clean fill compacted to read 7 blows per 300 mm of standard penetrometer
- (2) Supply & erect temporary security fencing and required safety signage.
- (3) Excavation and placement of concrete footings as per engineer design and specification.
- (4) Supply and placement of all concrete floors as per drawing and specifications supplied by client. (Note plumbing pre lay by others)
- (5) Supply and erection of all structural steel required to complete Stage A including second floor bearers, floor joists and floor.
- (6) Supply and laying of all brickwork to ASA including scaffold hire and erection.
- (7) Construction of concrete feature plynths as per drawing supplied by client.
- (8) Supply and installation of all glazing, entrance doors including internal glazing i.e office walling etc as indicated on floor plan. Drawing No's DA.02 and DA.05.
- (9) Fabrication and installation of all internal steel frame walling as indicated on drawing supplied by client.
- (10) To complete external rendered sand float finish to wall indicated on plans supplied by client.
- (11) Supply and fix colourbond wall and façade cladding including all flashing, cappings and trim.

2

- (12) Supply and fix zincalume roof cladding, as per manufacturers specifications including, box gutter, 6 colourbond, flashing and cappings.
- (13) Supply and install stormwater downpipes to exterior of building.  
(Note: stormwater pipes to be connected to town system by others.)
- (14) Supply and install 75mm building blanket insulation to underside of roof cladding. Supply and install 50mm building blanket insulation to underside external steel wall cladding.
- (15) Supply and fix 22mm particle board flooring to second floor store area.
- (16) All administration costs and documentation including building licence fees, construction insurance and engineer designs.
- (17) Final cleanup.

Please note following will not be included.

- (1) External or internal painting and decorating.
- (2) Internal fit out which includes -
  - a) Electrical services
  - b) Plumbing services
  - c) Communication services
  - d) Internal lining or render
  - e) Internal second fixings
  - f) Cabinet works
  - g) Tiling and floor coverings
  - h) Sound proofing (If required between level 1 and 2.
- (3) Window treatments.
- (4) Lighting and power fixtures.
- (5) Internal staircase.
- (6) Balcony as drawn. (deleted by client)
- (7) Shade sails to undercover area.
- (8) External paving or concrete i.e entrance, paths and undercover areas.
- (9) External plumbing services.
- The contractor shall use suitable new materials and proper and tradesman-like workmanship. The contractor shall also do all things necessary for the proper performance of the contractor's obligations under the contract.
- The superintendent may direct the contractor to vary the work or execute additional work in which case a variation statement shall be issued stating

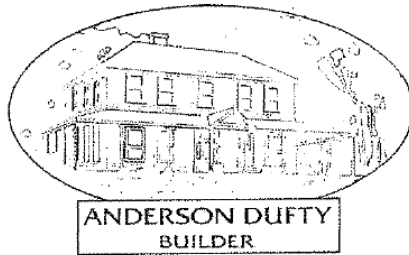
Steel Supplies \* Welding \* Steel Fabrication \* Wall & Roof Framing \* Trailer Manufacturers \* Stock Yards & Crates  
Specialising in Winery & Chemical Storage Facilities

3

additional or reduced cost of variation agreement between the principal, superintendent and contractor be signed before works can commence.

### CONDITIONS OF WORK

- All works to be carried out without damage and with minimum of nuisance or annoyance to the occupants of the adjoining premises.
- Provide 48 hours notice to Shire of Plantagenet works office prior to carrying out works on this property.
- Temporary electrical power supply during construction and payment of charges to be paid by principal.
- Principal to provide temporary water supply during construction and pay costs and charges.
- Contractor will not begin works until given written possession of the site by the principal.
- Joining up to the existing building will be in conjunction with other contractors.
- Contractor will be responsible for activities on the site including providing access for authorized persons and restricting access by unauthorized persons. Taking necessary precautions to secure the assets of the principal
- Sub contractors shall be responsibility of the contractor and any consultation, direction or variation by them are to be directed to the contractor.



Phone (08)9851 1765  
Fax (08)9851 1762  
Mobile 0428 51 1765

PO Box 9 Mt Barker  
WA 6324  
5-Oct-09

### **Schedule of Proposed Works Mt Barker Community Centre Development**

**Week Commencing 21/06/10**

Electrical Prewire  
Plumbing Tube Out  
Air Con Ducting  
2 weeks

**Completed 02/07/10**

**Week Commencing 05/07/10**

Internal Glazing not in previous contract.  
1 week

**Completed 09/07/10**

**Week Commencing 12/07/10**

Ceilings and plasterboard  
7 weeks

**Completed 27/08/10**

**Week Commencing 30/08/10**

Fixout including stairs  
2 weeks

**Completed 10/09/10**

**Week Commencing 13/09/10**

Tiling & Cabinets  
2 weeks

**Completed 24/09/10**

**Week Commencing 27/09/10**

Painting

6 weeks

**Completed 05/11/10**

**Week commencing 08/11/10**

Electrical fit off

Plumbing fixtures

Partitioning

Air Con fit off

2 weeks

**Completed 19/11/10**

**Week Commencing 22/11/10**

Carpets

Paving

2 weeks

**Completed 03/12/10**

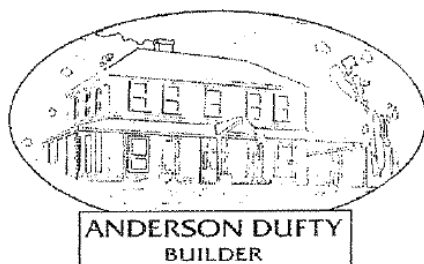
**Notes to proposed Schedule of works.**

It is preferable for all concerned if the Library could be prioritised and completed ahead of the rest of the project. This would allow the transfer of the library service out of the existing premises and leave that area available for renovation. However safety issues for library patrons will be the overriding consideration and the programming of works will ultimately be determined by such issues.

Renovation works within the existing building will, by necessity, be determined accordingly.

Alternative access will be maintained to the existing library service and any renovation work within the existing building will be done such as to minimise noise or nuisance to the existing tenants.

Where possible renovation works will be scheduled withing timeframes specified for the new construction to make most efficient use of subcontractors.



Phone (08)9851 1765  
Fax (08)9851 1762  
Mobile 0428 51 1785

PO Box 9 Mt Barker  
WA 6324  
5-Oct-09

### **Scope of Works: Internal Finish & Renovation Mt Barker Community Centre Development**

The works to be undertaken following completion of construction to Lock-up of the New Library and Childcare facility by Plantagenet Sheds & Steel.

The works summarized following are:

To undertake internal completion of new works, Library & Childcare.

This shall include:

- Electrical services
- Plumbing services
- Communication services
- Air conditioning services
- Insulation requirements not in Lock-up contract
- All internal linings
- Internal fixings
- Cabinet works
- Tiling to wet areas
- Floor coverings
- Paving and pathways
- Painting

To renovation works, including:

- Modification of the existing building to facilitate the installation of the Mt Barker Telecentre
- Establishment of a Centre Management Area
- The provision of a multipurpose auditorium
- The provision of a multipurpose meeting room
- Modification of existing wet areas
- The provision of a food bank facility
- The provision of a kitchen for catering within the facility
- The provision of a purpose built Centrelink office
- Construction of a facility for Alternate Education
- Rendering, painting or otherwise finishing of existing brickwork in a light contrasting tone in keeping with architects directive and all internal painting as required.

**EXECUTED AS A DEED**

THE COMMON SEAL of  
**SHIRE OF PLANTAGENET**  
 was hereunto affixed by authority  
 of a resolution of the Council in  
 the presence of:



*K M Forbes A.M.*

Signature of Shire President

KEVIN MALCOLM FORBES AM

Name of Shire President

*Robert*

Signature of Chief Executive Officer

Robert John Stewart

Name of Chief Executive Officer

THE COMMON SEAL of  
**THE BAPTIST CHURCHES OF WESTERN  
 AUSTRALIA INC**  
**ABN (ABN 59 739 180 494)**  
 thereunto affixed in accordance with its  
 Constitution in the presence of:

*[Signature]*

Signature of Officer Bearer

TERRY HICKS

Name of Officer Bearer

*[Signature]*

Signature of Officer Bearer

PETER PAU HOCK LU

Name of Officer Bearer



# Annexure 2 – Memorandum of Understanding

## Memorandum of Understanding

This Memorandum of Understanding between the Shire of Plantagenet (Shire) and the Baptist Union of WA (Inc) as sponsor for the Mount Barker Community Centre (BUWA-MBCC) acknowledges that:

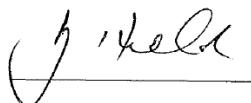
1. The BUWA as sponsor for the Mount Barker Community Centre is the Lessee of Lot 151 Lowood Road Mount Barker.
2. The BUWA-MBCC has agreed to reduce the amount of Leased area, at the request of the Shire to enable the Department of Training and Workforce Development to operate its Great Southern Institute of Technology Mount Barker Campus from the area given up by the Community Centre.
3. The Shire proposes to enter into a Lease of the area given up by the BUWA-MBCC with the VET (WA) Ministerial Corporation for the purposes of the Great Southern Institute of Technology Mount Barker Campus.
4. The Shire agrees to pass on/grant to MBCC the equivalent of 80% of the lease income received from VET (WA) and retain 20% of the lease income in a maintenance fund specifically for use with regard to the CRC building and facilities.
5. The proposed Lease between the Shire and the VET (WA) Ministerial Corporation includes reference to sub-leasing.
6. The BUWA-MBCC is concerned that sub-leasing may involve activities either not conducive to the operations of a Church, Library, Community Resource Centre (CRC) or Education and Training purposes or may be in direct competition to the operations of the CRC.
7. The VET (WA) Ministerial Corporation is unwilling to amend the Lease any further in this regard.
8. The Shire will not agree to any sub-lease of the property the subject of the Lease between the Shire and VET (WA) Ministerial Corporation without first seeking and obtaining the acknowledgement of the BUWA-MBCC that any proposed use is in accordance with the primary uses of the premises, that is Place of Worship, Community Resource Centre, Public Library and Education and Training and is not in competition to the operations of the MBCC.



Rob Stewart, CEO

Shire of Plantagenet

29 JUN 2015



Greg Holland, Chair

BUWA-MBCC Management Committee  
and Business Manager – BUWA

3/7/2015

# MOUNT BARKER COMMUNITY RESOURCE CENTRE

## REVISED LEASE PLAN - 5 SEPTEMBER 2015

AREA LEASED BY BAPTIST UNION OF WA

AREA NOT LEASED BY BAPTIST UNION OF WA



SIGNED *[Signature]*  
Rob Stewart, CEO  
Shire of Plantagenet

SIGNED *[Signature]*  
Greg Holland, Chair  
BUWA-MBCC Management Committee and Busin  
Manager-BUWA

DATE 03/09/2015

DATE 29/9/2015

FLOOR PLAN

LEVEL 1 FLOOR PLAN

GROUND FLOOR PLAN

Not For Construction

HAMES SHARLEY

MOUNT BARKER  
COMMUNITY CENTRE  
LOWOOD ROAD

STAGE 2  
PLAN

GROUND & LEVEL 1

DATE 17 JUL 2015

SCALE 1:500

PROJECT MOUNT BARKER COMMUNITY CENTRE

CLIENT SHIRE OF PLANTAGENET

DESIGNER HAMES SHARLEY

DRAWN BY HAMES SHARLEY

CHECKED BY HAMES SHARLEY

APPROVED BY HAMES SHARLEY

DATE 17 JUL 2015

# Annexure 3 – Memorandum of Understanding

## MEMORANDUM OF UNDERSTANDING

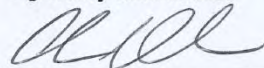
Sublease of childcare centre at Mount Barker Community Resource Centre (MRCRC)

The following table summarises the intentions of the parties to progress a sublease of part of the MRCRC at Lot 151 (1) Lowood Road for the purpose of Child Care Premises.

Parties:	Shire of Plantagenet	As Landlord
	The Baptist Churches of WA Incorporated as the operator of a PBI ABN 85 745 192 550	As Sponsor/operator
	The Mount Barker Community Centre	As Tenant
	Joanne Talmage and Andrew Talmage Purple Butterfly Pty Ltd A.C.N. 669 291 329 Trading as Skylar Early Learning	As sub-tenant
Leased Premises:	Part of 1 Lowood Road, Mount Barker, WA	As per attached sketches
Use:	Child care premises	24 places
Term:	10 year term	Plus 5 year option term
Commencement:	Date of execution by all parties	
Rent:	\$25,000.00 per annum plus GST	Plus all usual outgoings
Rent free period:	Six months from commencement	
Rent reviews:	CPI increase capped at 3% each year	Market rent review on exercise of option term
Special conditions:	The parties note that the tenant (BUWA) is in the process of assigning the lease to a new entity.	In due course the sublease will be with this new entity.
	BUWA will retain the ownership of the existing fitout and the sub-tenant will undertake their own further fitout works as required.	

There is no binding agreement for a sublease between the parties until a complete and agreed sublease document has been prepared at the expense of BUWA and signed by all parties.

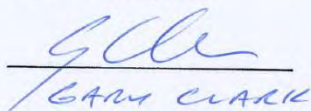
**Signed by the Parties:**



CHRISTOPHER C. POULTON

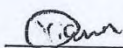
Name  
Shire President  
Shire of Plantagenet

Date: 11/09/2023



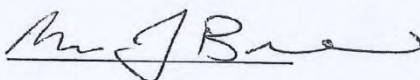
Name  
Chief Executive Officer  
Shire of Plantagenet

Date: 30/8/2023



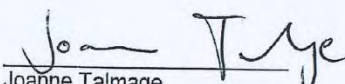
Victor Owuor  
Director of Ministries  
Baptist Union of Western Australia Inc

Date: 9/08/2023



Michael Buckmaster  
Head of Finance & Administration  
Baptist Union of Western Australia Inc

Date: 9 August 2023



Joanne Talmage  
Purple Butterfly Pty Ltd, Trading as Skylar Early Learning

Date: 24<sup>th</sup> August 2023

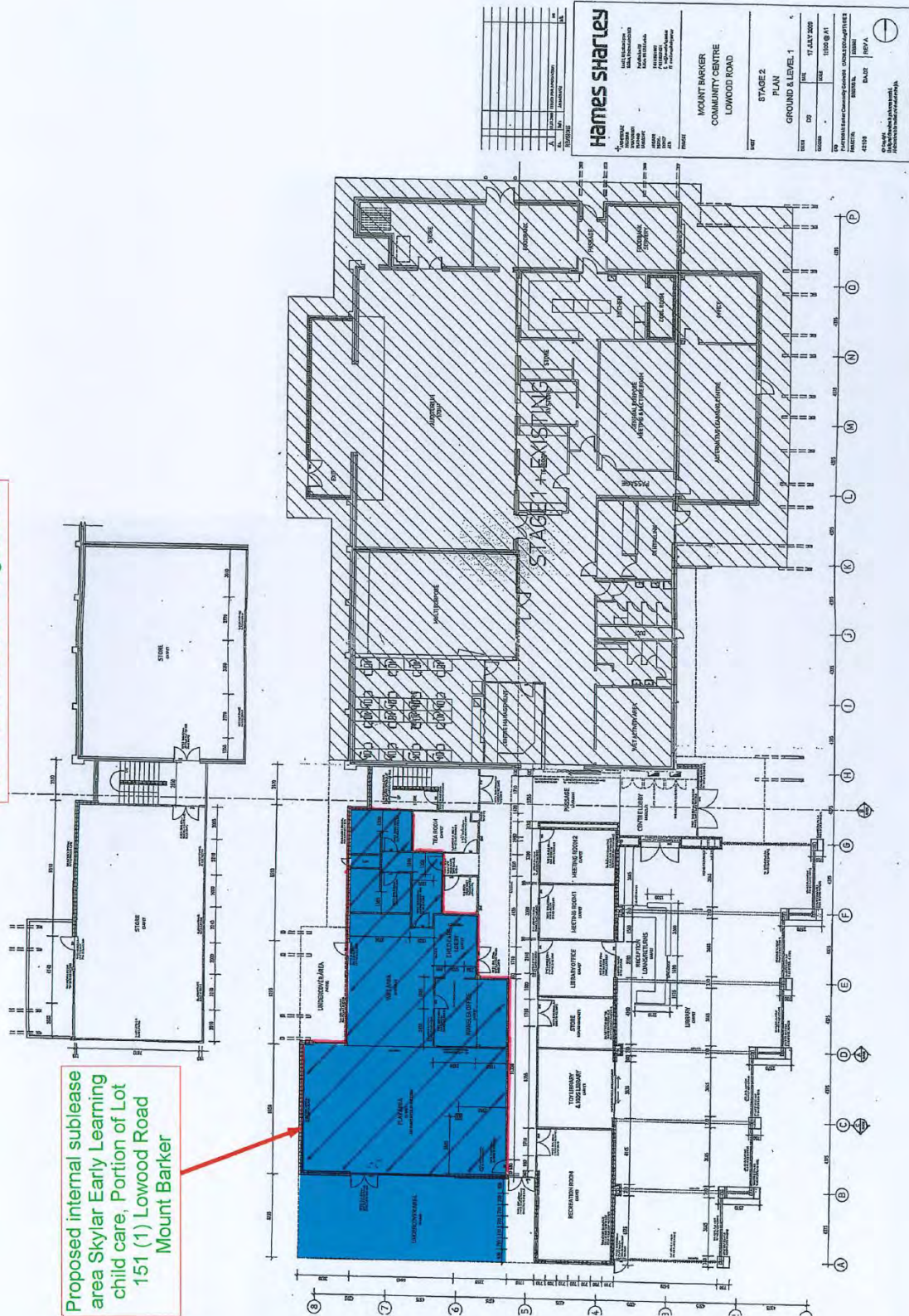


Andrew Talmage  
Purple Butterfly Pty Ltd, Trading as Skylar Early Learning

Date: 24<sup>th</sup> August 2023

Plan 1 of Lease Area - August 2023

Proposed internal sublease  
area Skylar Early Learning  
child care, Portion of Lot  
151 (1) Lowood Road  
Mount Barker



Plan 2 of Lease Area - August 2023

