



WHITEHORSE CITY COUNCIL

and

LEASE (LAND AND BUILDING – CATEGORY TWO TENANT)

Premises: Suite ##TBC/96 -106 Springvale
Road, Nunawading TBC

Council Managed
Land Number: C0269

Building Number: B554

City of Whitehorse
379-397 Whitehorse Road
Nunawading VIC 3131
PH: (03) 9262 6333, Fax: (03) 9262 6490
Locked Bag 2, Nunawading Delivery Centre 3131

THIS LEASE is made on

2021

PARTIES

- 1 The person or persons named in Item 1 of the Reference Schedule
(**"Landlord"**)
- 2 The person or persons named in Item 2 of the Reference Schedule
(**"Tenant"**)

RECITALS

- A The Landlord is the registered proprietor of the Premises.
- B The Landlord aims to:
 - optimise the use of property owned by the Landlord, including the Premises, in accordance with community expectations and to ensure that maximum community benefit is derived from the leasing of the Landlord's property; and
 - ensure that the Landlord's assets, including the Premises, are maintained, developed and occupied appropriately, having regard to the interests of the municipality of Whitehorse City Council.
- C The Landlord has agreed to lease the Premises to the Tenant on the terms and conditions set out in this lease and so as to achieve the objectives referred to above.

EXECUTED as a deed.

SIGNED for and on behalf of **WHITEHORSE CITY COUNCIL** by **ANTHONY (TONY) JOHN PEAK** in his capacity as **Manager Property & Leasing** and pursuant to the Instrument of Sub-delegation from the CEO to Council Staff signed **1 July 2021** and which it is certified has not been revoked or varied, in the presence of:

Signature of Tony Peak, Manager Property and Leasing

Signature of independent adult witness

Full name of witness

Date

THE COMMON SEAL of _____ was affixed
in accordance with its rules in the presence
of:

Signature of Committee member

Full name of Committee member

Signature of Committee member

Full name of Committee member

REFERENCE SCHEDULE

Item 1	<p>Landlord</p> <p>Whitehorse City Council</p> <p>of 379-397 Whitehorse Road, Nunawading, 3131</p> <p>ABN 39 549 568 822</p> <p>Contact: Facility Coordinator, Nunawading Community Hub</p> <p>Phone no: 9878 5555</p> <p>Email address: NCH@whitehorse.vic.gov.au</p>
Item 2	<p>Tenant</p> <p>Name:</p> <p>Address:</p> <p>ABN:</p> <p>Contact:</p> <p>Phone no:</p> <p>Email address:</p>
Item 3 (Clauses 1.2, 1.12, 1.18)	<p>Premises</p> <p>Building: Community Hub Building situated on the Land</p> <p>The Premises comprises:</p> <p><input type="checkbox"/> The whole of the Building (including the Landlord's Property and excluding the Tenant's Property); or</p> <p><input checked="" type="checkbox"/> Part of the Building (including the Landlord's Property within that part of the Building and excluding the Tenant's Property),</p> <p>and is the area as identified on the Plan shown in Schedule 1, known as Part 96 -106 Springvale Road, Nunawading</p> <p>Council Managed Land Number: C0269</p> <p>Building Identification Number: B554</p>

Item 4 (Clauses 1.5, 1.9, 2.2)	Term of the Lease Commencement Date: TBC Period of Time (Term): Nine (9) years Expiry Date: TBC
Item 5 (Clause 24)	Option for a Further Term <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, for further term/s of years. If yes, the Tenant must exercise the option between and (being not more than 6 months and not less than 3 months prior to the end of the Term). The Landlord does not have to renew the Lease for the further term/s unless the conditions set out in clause 24.1 are satisfied.
Item 6 (Clauses 1.16, 8.1)	Permitted Use Manage and operate a pottery room for the purposes of providing or promoting community, cultural, recreational or similar facilities or activities or objectives in accordance with the purposes set out in the Tenant's constitution and/or rules provided that the Tenant must not use the Premises wholly or predominantly for the sale or hire of retail goods or the retail provision of services within the meaning of the <i>Retail Leases Act 2003</i> . The Tenant acknowledges and agrees that the Premises must be actively used by the Tenant and the Tenant's Agents and must not be used solely for storage purposes. The Tenant acknowledges that: (a) The Tenant has obtained or will obtain, prior to the Commencement Date, any necessary planning and/or building approval for the Permitted Use; and (b) The Tenant must not engage in any activity from the Premises which generates a profit for the Tenant's members, and must not distribute the payment of any dividend or amount to its members.
Item 7 (Clauses 1.20, 3.1)	Rent \$1,214 per annum plus GST The Rent is payable: <input checked="" type="checkbox"/> Annually in advance. The first payment is due on the Commencement Date and thereafter on each anniversary of

	<p>the Commencement Date.</p> <p><input type="checkbox"/> By 2 equal 6-monthly instalments in advance. The first instalment is due on the Commencement Date.</p> <p><input type="checkbox"/> Quarterly in advance. The first instalment is due on the Commencement Date.</p> <p><input type="checkbox"/> By 12 equal monthly instalments in advance on or before the first day of each month. The first instalment is due on the Commencement Date. If the Commencement Date is not the first day of a month, the Tenant must pay proportional instalments in the first and last months of the Term.</p> <p>The Tenant acknowledges that the Rent payable under this lease does not include or represent the repayment of any loan, grant or advance made to the Tenant by the Landlord.</p>
<p>Item 8 (Clauses 4, 24.2.2)</p>	<p>Rent Review</p> <p>First Term:</p> <p>The Rent will increase by 4% on each anniversary of the Commencement Date</p> <p>Further Term/s (if any):</p> <p><input checked="" type="checkbox"/> Not applicable</p> <p>OR</p> <p><input type="checkbox"/> The Rent will increase by 4% on the Commencement Date of the Further Term AND on each anniversary of the Commencement Date of the Further Term</p>
<p>Item 9 (Clauses 1.15, 1.23, 3.2)</p>	<p>Outgoings</p> <p>The Tenant is liable to pay the Tenant's Proportion of all Outgoings, including in respect of the following Outgoings:</p> <p><input checked="" type="checkbox"/> Council rates and charges (if any). The occupiers may be eligible for concessional rates under the <i>Cultural and Recreational Land Act 1963</i> where such lands are used for the purpose of providing or promoting cultural or sporting recreational or similar facilities or objectives.</p> <p><input checked="" type="checkbox"/> Fire Services Levy.</p> <p><input checked="" type="checkbox"/> Water and sewerage rates (if any).</p> <p><input checked="" type="checkbox"/> Land Tax (if payable) calculated on a single holding basis.</p> <p>Other Outgoings:</p>

Item 10 (Clauses 1.25, 3.3)	<p>Utilities</p> <p>10(a)</p> <p><input checked="" type="checkbox"/> The Tenant must pay all charges and consumption costs for Utilities supplied to the Premises as and when the charges and costs fall due.</p> <p>As at the Commencement Date, the utility meter numbers are as follows (although the meter numbers may change during the Term):</p> <p>Electricity: meter number to be provided</p> <p>Gas:</p> <p>Water and sewerage:</p> <p>Telecommunications and internet supply will be charged as incurred by the Tenant.</p> <hr/> <p>10(b)</p> <p><input checked="" type="checkbox"/> Where a separate meter for a Utility is not installed at the Premises the Tenant must pay the Utility Fee of \$50 per annum for that Utility (which at the Commencement Date is each of the following Utilities supplied to the Premises):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Electricity <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Water and sewerage <input type="checkbox"/> Telecommunications <input type="checkbox"/> Internet <p>being a total of \$100 per annum, payable on the Commencement Date and thereafter payable on each anniversary of the Commencement Date.</p> <p>If there is not a separate meter for a Utility at the Commencement Date, the Landlord may still require the Tenant to install a separate meter under clause 3.3.2 in which case clause 3.3.3 shall apply.</p>
Item 11 (Clause 7)	<p>Security Deposit</p> <p>Is the Tenant required to provide a Security Deposit?</p> <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes, in the amount of \$</p>

Item 12 (Clause 10)	<p>Insurance</p> <p>The Tenant is responsible for effecting the insurance policies set out in clause 10.1, and the Tenant must produce to the Landlord copies of these insurance policies and evidence that they are current and in force (see clause 10.1).</p> <p>It is recommended that the Tenant effects contents insurance and insures the Tenant's Property against loss, damage or destruction by any cause (including for any trophy cabinets and honour boards, even if fixed to the walls).</p> <p>The Landlord is in no way responsible for any loss caused by the Tenant's failure to effect, or failure to effect for a sufficient amount, contents insurance or any other insurances (see clause 10.6).</p> <hr/> <p>12(a) Public Liability</p> <p>Minimum of:</p> <p><input checked="" type="checkbox"/> \$20 million;</p> <p><input type="checkbox"/> \$30 million; or</p> <p><input type="checkbox"/> \$40 million</p> <p>in respect of any single occurrence, or such other greater amount reasonably required by the Landlord from time to time.</p>
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	<p>12(b) Building reinstatement</p> <p><input checked="" type="checkbox"/> The Landlord will insure all buildings at the Premises. However, pursuant to clause 10.1.3, the Tenant must pay or reimburse the Landlord upon demand the amount of any excess payable by the Landlord in relation to a claim under the Landlord's building insurance policy in circumstances where the insured damage or loss is caused by the Tenant's or the Tenant's Agents' act or omission or breach of this Lease. As at the Commencement Date, the excess is \$10,000; or</p> <p><input type="checkbox"/> The Tenant must insure all buildings at the Premises, and this insurance must be for cover in an amount at least equal to the greater of:</p> <p>(a) the building replacement cost as determined by the Tenant acting reasonably upon expert advice; and</p> <p>(b) \$ or such other greater amount the Landlord may reasonably specify from time to time.</p> <p>The Tenant acknowledges that even if the Tenant insures the buildings at the Premises, the Tenant will not receive any discount in the Rent payable under this lease.</p>
<p>Item 13 (Clause 1.13)</p>	<p>Landlord's Property</p> <ul style="list-style-type: none"> The Building described in Item 3 including all fixtures and fittings contained in the Building at the Commencement Date or installed by the Landlord during the Term. Please see photos attached as Schedule 4.
<p>Item 14 (Clause 1.22)</p>	<p>Tenant's Property</p> <ul style="list-style-type: none"> All the property in the Premises excluding the Landlord's Property or brought onto the Premises by the Tenant including all machinery and other equipment associated with the Tenant's activities.

Item 15 (Clause 11.1.2)	Condition Report <input checked="" type="checkbox"/> Not applicable; or <input type="checkbox"/> The parties will mutually prepare and sign a condition report, which details and confirms the condition of the Premises as at the Commencement Date: <input type="checkbox"/> on or about the Commencement Date; and <input type="checkbox"/> on or about each anniversary of the Commencement Date.
Item 16 (Clause 11.3)	Maintenance Schedule The Tenant must maintain the Premises as set out in clause 11 and any special conditions in Item 17. <input checked="" type="checkbox"/> A Maintenance Schedule is attached to this lease at Schedule 2. <input type="checkbox"/> A Maintenance Schedule is not attached to this lease.
Item 17	Special Conditions The following special conditions also bind the parties: 1 Tenant's Obligations The Tenant acknowledges that the Tenant's obligations are set out in the lease, and include the following obligations (without limitation): (a) The Tenant must not permit the sale of any intoxicating liquor at the Premises, and must not apply for a liquor licence without first obtaining the Landlord's consent (see clause 8.7); (b) The Tenant must obtain the consent of the Landlord to any consumption of intoxicating liquor at the Premises, and must ensure that any such consumption is moderate and reasonable. If any licence is required for the consumption of intoxicating liquor at the Premises, the Tenant must not apply for such a licence without first obtaining the Landlord's consent (see clause 8.8); (c) The Tenant must at its own expense comply on time with all laws and legal requirements concerning the Premises, the use and occupation of the Premises and the Tenant's Property (see clause 8.11); (d) The Tenant must comply with all obligations in relation to the use of the Premises as set out in clause 8; (e) The Tenant must not make any alterations, additions or

	<p>improvements (whether structural or otherwise) to the Premises without first obtaining the written approval of the Landlord (which may be given or withheld at the Landlord's absolute discretion and given or withheld with conditions) (see clause 11.9);</p> <p>(f) The Tenant must carry out and complete all Works within the Premises (as defined by clause 11.9.1) at the Tenant's cost (see clause 11.9.3); and</p> <p>(g) The Tenant must comply with all obligations in relation to occupational health and safety matters as set out in clause 13.</p> <p>This is not an exhaustive list of the Tenant's obligations and this special condition does not limit the Tenant's obligations as set out in the lease.</p> <p>2 Not for Profit Status and Exemption from the Act</p> <p>(a) The Tenant warrants that as at the Commencement Date:</p> <p>(i) it is a non-profit organisation as defined in section 72 of the <i>Land Tax Act</i> 2005 (Vic) (NPO); and</p> <p>(ii) its constitution and rules (Constitution) and/or the provisions of the <i>Associations Incorporated Reforms Act</i> 2012:</p> <p>(1) specify purposes of providing or promoting community, cultural, sporting, recreational or similar facilities or activities or objectives;</p> <p>(2) provide that the Tenant must apply its profits in promoting its objects; and</p> <p>(3) prohibit the payment of any dividend or amount to its members.</p> <p>(b) The Tenant must ensure that each of the warranties contained Special Condition (a)(ii) remain true throughout the Term and must not amend its Constitution during the Term so as to cause a breach of this obligation.</p> <p>(c) Without limiting Special Condition (b), the Tenant must promptly notify the Landlord of any proposed amendment to its Constitution during the Term and must notify the Landlord immediately upon any amendment becoming effective.</p> <p>(d) Without limiting the prohibition on retail use, the Tenant acknowledges and agrees that pursuant to the determination made by the Minister for Small Business</p>
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	<p>under section 5 of the <i>Retail Leases Act 2003 (Act)</i> on 6 October 2014, the Act does not apply to this Lease.</p> <p>(e) The Tenant acknowledges and agrees that the level of rent and frequency and method of review have been determined and agreed by the Landlord based upon the "not for profit" community status of the Tenant and the fact that the Act does not apply to this Lease.</p> <p>(f) The Tenant indemnifies the Landlord against all loss incurred by the Landlord if the Tenant is in breach of the warranty in Special Condition (a) and the Act applies to this Lease.</p> <p>(g) This Special Condition 2 is an essential term of this Lease.</p> <p>3 No dealings</p> <p>Despite clause 14, the Tenant must not assign this Lease or sublet or part with or share possession of the Premises or any part thereof.</p> <p>4 Right to Terminate</p> <p>Notwithstanding any provision in this lease to the contrary, either party may end this lease by giving three (3) month's written notice to the other party at any time.</p> <p>5 Reporting Requirements</p> <p><input type="checkbox"/> On or before _____ in each year of the Term, the Tenant must provide the Landlord with a written business plan for the following 12 month period. The business plan must be accompanied by a statement of assets and liabilities and profit and loss statement for the Tenant for the previous financial year and all other financial documents relevant to the business plan, as requested by the Landlord. If the Landlord is concerned about the content of the business plan, or the financial documents provided pursuant to this special condition, the Tenant will be required to seek professional advice from an appropriate source. The Landlord may, at its own expense, require the books and financial records of the Tenant to undergo a special audit.</p> <p><input checked="" type="checkbox"/> The Tenant must, within 30 days of the conduct of any annual general meeting of the Tenant, provide to the Landlord:</p> <p>(a) an audited annual report in respect of the most recent financial year;</p> <p>(b) an audited financial report, including an audited statement of assets and liabilities and profit and loss</p>
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	<p>statement for the Tenant, in respect of the most recent financial year;</p> <p>(c) a copy of the minutes of the annual general meeting;</p> <p>(d) a current list of office bearers of the Tenant, their duties and length of term of office.</p> <p>If the Landlord is concerned about the content of the financial report to be provided pursuant to this special condition, the Tenant will be required to seek professional advice from an appropriate source. The Landlord may, at its own expense, require the books and financial records of the Tenant to undergo a special audit.</p> <p>6 Annual General Meetings</p> <p>The Tenant must invite the Landlord's officers to attend the Tenant's annual general meetings and other meetings as is necessary or appropriate.</p> <p>7 Landlord's Maintenance of Premises</p> <p>(a) Despite clause 11.1.1 and clause 11.5, and subject to the Maintenance Schedule (if any), the Landlord must keep the Premises and the Landlord's Property in the same condition as at the Commencement Date subject to fair wear and tear and properly repaired and maintained and the Landlord will:</p> <p>(i) promptly replace any broken glass in the Premises with glass of the same thickness and quality;</p> <p>(ii) immediately repair defective windows, lights, doors, locks and fastenings, and replace missing light globes and fluorescent tubes in the Premises;</p> <p>(iii) maintain in working order all plumbing, draining, gas, electric, solar and sewerage installations that form part of the Premises; and</p> <p>(iv) paint in accordance with the Landlord's programmed maintenance schedule or as and when the Landlord requires,</p> <p>subject to the Landlord's right to a reimbursement of the cost of repairs or replacement or repainting if required due to the Tenant's misuse, payable by the Tenant to the Landlord upon demand. The Tenant must reimburse the Landlord upon demand any costs incurred by the Landlord in repairing any damage to the Premises or any part of the Land or Building to the extent caused or contributed to by the Tenant or any of the Tenant's Agents (other than fair wear and tear).</p>
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	<p>(b) However, nothing in this special condition affects the Tenant's obligation to clean the Premises (under clause 11.7) and the Tenant's obligations under:</p> <p>(i) clause 11.5.5, to promptly give written notice to the Landlord of:</p> <p>(1) any defect in or damage to the Premises, the Landlord's Property, any of the Utilities or the Essential Safety Measures;</p> <p>(2) service by any authority of a notice or order affecting the Premises, the Landlord's Property, the Tenant's Property or the Essential Safety Measures; or</p> <p>(3) any hazards arising from, threatening or affecting the Premises or the Tenant's Property;</p> <p>(ii) clause 11.5.6, to carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the Tenant is obliged to fix under this lease;</p> <p>(iii) clause 11.5.10, to take all precautions required by law against fire; and</p> <p>(iv) clause 11.5.11, to comply with all reasonable directions of the Landlord or any insurer of the Premises as to the prevention, detection and limitation of fire.</p> <p>8 Landlord's Works and Maintenance</p> <p>The Tenant acknowledges that, on request from the Landlord, the Tenant will provide all reasonable advice, documentation and assistance to the Landlord to assist the Landlord in planning and/or carrying out works associated with the maintenance of or improvements to the Premises.</p> <p>9 Insurance (Building)</p> <p>(a) Clause 10.1.2 does not apply.</p> <p>(b) Despite clause 10.1.3, the Tenant will only be required to pay or reimburse the amount of any excess payable by the Landlord in relation to a claim under the Landlord's building insurance policy in circumstances where the insured damage or loss is caused by the Tenant's or the Tenant's Agents' act or omission or breach of this Lease.</p> <p>10 Victorian Child Safe Standards</p>
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	<p>The Tenant must comply with and implement, at its own expense in all respects, the Victorian Child Safe Standards.</p> <p>11 Building Rules & Information</p> <p>(a) The Landlord may make Building rules (which are not inconsistent with this Lease) for the safety, appearance, cleanliness and good management of the Building (Building Rules) and must provide a copy of any amended Building Rules to the Tenant within a reasonable time after amending the Building Rules. A copy of the Building Rules as at the Commencement Date are attached at Schedule 3.</p> <p>(b) In accordance with clause 8.22, the Tenant must observe and comply with the Building Rules. A breach of the Building Rules is a breach of this Lease.</p> <p>(c) If any of the Building Rules are inconsistent with the terms of this Lease, the terms of this Lease prevails to the extent of the inconsistency.</p> <p>12 Landlord's Property</p> <p>The Tenant waives all rights to receive a verification statement in relation to any security interests registered by the Landlord in relation to the Landlord's Property under the <i>Personal Properties Securities Act 2009</i>.</p>
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SCHEDULE 1 – PLAN OF PREMISES

SCHEDULE 2 – MAINTENANCE SCHEDULE

SCHEDULE 3 – BUILDING RULES & INFORMATION

SCHEDULE 4 – LANDLORD'S PROPERTY (PHOTOS)

GENERAL CONDITIONS

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this lease:

- 1.1 **"Authorised Officer"** in the case of either party means a person appointed by that party to act on its behalf under this lease.
- 1.2 **"Building"** means the building described in Item 3 of the Reference Schedule.
- 1.3 **"Business Day"** means any day (other than a Saturday or a Sunday) on which banks are open for general banking business in Melbourne.
- 1.4 **"Business Plan"** means a plan prepared by the Tenant, and approved by the Landlord, setting out the Tenant's business proposal and financial forecast for the use of the Premises.
- 1.5 **"Commencement Date"** means the date set out in Item 4 of the Reference Schedule.
- 1.6 **"Common Areas"** means those parts of the Land or Building which are made available by the Landlord for the common use of all occupiers of the Land or Building, including the Landlord.
- 1.7 **"Default Event"** has the meaning given to it in clause 19.2.
- 1.8 **"Essential Safety Measures"** means essential safety measures as defined in the Regulations and that are within the Premises or Building;
- 1.9 **"Expiry Date"** means the last day of the Term and is the date set out in Item 4 of the Reference Schedule.
- 1.10 **"GST"** means the goods and services tax levied under the GST Act or any other goods and services tax, value added tax, consumption tax or tax of similar effect levied from time to time.
- 1.11 **"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended.
- 1.12 **"Land"** means the parcel or parcels of land on which the Building is situated and of which the Premises is comprised or of which the Premises forms part.
- 1.13 **"Landlord's Property"** means anything in the Premises at any time during the Term which is not the Tenant's Property, including the items listed in Item 13 of the Reference Schedule.
- 1.14 **"Maintenance Schedule"** means the maintenance schedule set out in Schedule 2 (if any).

- 1.15 **"Outgoings"** means the rates, assessments, levies, taxes and other charges payable in connection with the Premises, the Building and the Land and includes those rates, assessments, levies, taxes and charges set out in Item 9 of the Reference Schedule.
- 1.16 **"Permitted Use"** means the use described in Item 6 of the Reference Schedule.
- 1.17 **"Personal Information"** means personal information as defined in the *Information Privacy Act 2000* (Vic).
- 1.18 **"Premises"** means the premises described in Item 3 of the Reference Schedule and includes the Landlord's Property and excludes the Tenant's Property.
- 1.19 **"Regulations"** means the *Building Regulations 2006* (Vic) and any amendment to or replacement of those regulations;
- 1.20 **"Rent"** means the amount specified in Item 7 of the Reference Schedule, as revised in accordance with this lease.
- 1.21 **"Tenant's Agents"** means the members, employees, agents, contractors, and invitees of the Tenant.
- 1.22 **"Tenant's Property"** means everything on the Premises at any time during the Term belonging to the Tenant, including the items listed in Item 14 of the Reference Schedule.
- 1.23 **"Tenant's Proportion"** means the Tenant's share of the Outgoings calculated as follows:
 - 1.23.1 In relation to Outgoings relating to the Premises only and capable of separate assessment: 100%.
 - 1.23.2 In relation to all other Outgoings not referred to in clause 1.23.1, the proportion that the lettable area of the Premises bears to the lettable area of the land or the building upon which the Outgoings are assessed.
- 1.24 **"Term"** means the term of this lease as set out in clause 2.2.
- 1.25 **"Utilities"** means electricity, gas, water and sewerage, telecommunications and internet supply installed in or connected or supplied to the Premises or the Land and "Utility" means any one or more of the Utilities.
- 1.26 **"Utility Fee"** means the fee specified in Item 10(b) of the Reference Schedule.

2 LEASE AND TERM

2.1 Lease of Premises

- 2.1.1 The Landlord leases the Premises to the Tenant. This lease is subject to:

- (a) the terms contained in this lease;
- (b) the Landlord giving notice of its intention to grant this lease pursuant to section 190 of the *Local Government Act 1989* and resolving to enter into the lease pursuant to section 223 of that Act (if applicable);
- (c) any special conditions in Item 17 of the Reference Schedule;
- (d) all encumbrances affecting the Land; and
- (e) the right of the Landlord to:
 - (1) install maintain, use, repair, alter and replace the pipes, wires, ducts and cables leading through or around the Premises or included in the Land;
 - (2) run water, air, electricity, sewage, gas and other substances through the Premises or the Land; and
 - (3) determine all areas of access to and from the Land and the Premises.

2.1.2 The Landlord grants the Tenant a licence to use the Common Areas together with the Landlord, other occupants of the Building or Land and any other persons permitted by the Landlord to use the Building or Land throughout the Term.

2.1.3 From time to time, the Landlord may request the Tenant's consent to the use of the Premises or part of the Premises by the Landlord and its agents as a venue for Landlord-sponsored functions. The Tenant must not unreasonably withhold its consent to any use of the Premises by the Landlord under this clause provided that the Landlord gives the Tenant at least 30 days' prior written notice which details the date on which the Premises are to be used by the Landlord, and the nature of the function. No fee shall be payable by the Landlord for the use of the Premises pursuant to this clause.

2.2 Term of lease

The Term of this lease begins on the Commencement Date and ends on the Expiry Date.

3 PAYMENTS BY TENANT

3.1 Rent

3.1.1 The Tenant must pay the Rent without any deduction, counterclaim or set-off in the manner set out in Item 7 of the Reference Schedule.

3.1.2 In the event that the Tenant requests, and the Landlord agrees (at its absolute discretion) to:

- (a) a change in the Permitted Use;
- (b) the Tenant applying for a liquor licence and the Tenant obtains a liquor licence; or
- (c) the Tenant applying for a gaming licence and the Tenant obtains a gaming licence,

the Landlord reserves the right to require that the Rent or any other term of this lease be varied or that a new form of lease be entered into.

3.2 Outgoings

The Tenant must pay direct to the relevant authority (as and when they fall due for payment) or reimburse the Landlord (within 7 days of demand) the Tenant's Proportion of all Outgoings.

3.3 Utilities

3.3.1 The Tenant must pay all charges and consumption costs for Utilities supplied to the Premises:

- (a) where a separate meter to record the Utility is installed, in accordance with Item 10(a) of the Reference Schedule; and
- (b) where a separate meter to record the Utility is not installed, by way of payment of the Utility Fee in accordance with Item 10(b) of the Reference Schedule.

3.3.2 If a separate meter is not installed at the Premises to measure the Utilities then, if required by the Landlord, the Tenant must install and pay for a separate meter for recording or measuring any of the Utilities.

3.3.3 If a separate meter for recording or measuring any of the Utilities is not installed at the Premises as at the Commencement Date, but a separate meter for the Utility is installed during the Term then, despite clause 3.3.1(b) and Item 10(b) of the Reference Schedule, the Landlord may require the Tenant to pay

for the Utility pursuant to clause 3.3.1(a) and Item 10(a) of the Reference Schedule, in which case:

- (a) the Landlord must serve a written notice on the Tenant requiring the Tenant to pay for the Utility pursuant to clause 3.3.1(a) and Item 10(a) of the Reference Schedule, and the Tenant must make such payment as from the date of the written notice; and
- (b) the Landlord is not required to refund any amount previously paid by the Tenant pursuant to clause 3.3.1(b) and Item 10(b) of the Reference Schedule.

3.3.4 The Tenant must use its best endeavours to ensure that the Tenant and the Tenant's Agents minimise the use of power consuming equipment and the level of energy and water consumption at the Premises.

4 RENT REVIEW

The Rent is to be reviewed in accordance with Item 8 of the Reference Schedule.

5 GOODS AND SERVICES TAX

5.1 Interpretation

Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.

5.2 GST exclusive amounts

Except where this lease states otherwise, each amount payable by a party under this lease in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.

5.3 Maximum amount to be paid

An amount payable by the Tenant in respect of a creditable acquisition by the Landlord from a third party must not exceed the sum of the value of the Landlord's acquisition and the additional amount payable by the Tenant under clause 5.2 on account of the Landlord's GST liability.

5.4 Tax invoice to be given

A party is not obliged under this clause 5 to pay the GST on a taxable supply to it under this lease, until given a valid tax invoice for the supply.

6 LEGAL AND OTHER COSTS

6.1 Costs incurred by Landlord

The Tenant must pay or reimburse the Landlord on request all reasonable costs (including legal costs and disbursements) incurred by the Landlord in connection with:

- 6.1.1 any assignment or subletting of this lease or any licensing of the Premises;
- 6.1.2 any approval, variation, mortgage or charge concerning this lease including costs payable to a person appointed to evaluate or supervise any matter;
- 6.1.3 the change, transfer, surrender or ending of this lease, except at the end of the Term or where the change occurs at the Landlord's request;
- 6.1.4 any breach of this lease by the Tenant; and
- 6.1.5 the exercise, enforcement or preservation, or attempted exercise, enforcement or preservation, by the Landlord of any rights or remedies under this lease.

6.2 Other costs

Anything the Tenant is required to do under this lease must be done at the Tenant's cost.

7 SECURITY DEPOSIT

7.1 Tenant to provide

If Item 11 of the Reference Schedule states that the Tenant must pay a security deposit, then the Tenant must pay a security deposit to the Landlord of the amount stated in Item 11 of the Reference Schedule and must maintain the deposit at that amount.

7.2 Use of security deposit

The Landlord may use the security deposit to make good the cost of remedying breaches of the Tenant's obligations under this lease.

7.3 Refund at end of lease

After this lease has ended and the Tenant has vacated the Premises, the Landlord must refund the unused part of the security deposit within 28 days of the Tenant's demand.

8 USE OF PREMISES

The Tenant must:

- 8.1 use the Premises for the Permitted Use (and for no other use);

- 8.2 not use the Premises as a residence or allow anyone to sleep in the Premises;
- 8.3 not use the Premises for any illegal purpose or activity;
- 8.4 not, without the prior written consent of the Landlord, conduct any auction sale or public meeting in or around the Premises;
- 8.5 not install or operate vending or amusement machines in the Premises;
- 8.6 not allow gambling of any kind at the Premises and must not apply for a gaming licence without first obtaining the Landlord's consent;
- 8.7 not permit the sale of any intoxicating liquor at the Premises and must not apply for a liquor licence without first obtaining the Landlord's consent;
- 8.8 obtain the consent of the Landlord to any consumption of intoxicating liquor at the Premises, and must ensure that any such consumption is moderate and reasonable. If any licence is required for the consumption of intoxicating liquor at the Premises, the Tenant must not apply for such a licence without first obtaining the Landlord's consent;
- 8.9 not prepare or cook food in the Premises other than in areas which have been approved by the Landlord for that purpose;
- 8.10 not burn rubbish in the Premises;
- 8.11 at its own expense comply on time with all laws and legal requirements concerning the Premises and the use and occupation of the Premises;
- 8.12 not do anything or permit the Tenant's Agents to do anything which is or may be a nuisance or annoyance to the Landlord, any owners or occupants of premises adjacent to the Land or the Premises, or the public;
- 8.13 not obstruct or interfere with the Landlord's or any other occupier's use of the Common Areas;
- 8.14 keep in force all licences and permits necessary for the Tenant to use the Premises for the Permitted Use;
- 8.15 take all precautions required by law against fire and comply with all regulations and directions of the Landlord and any authority in relation to fire prevention;
- 8.16 unless the Landlord gives prior written consent:
 - 8.16.1 not bring, allow or permit any animal or pet on the Premises;

- 8.16.2 not store on the Premises any goods which are not required for the Permitted Use;
- 8.16.3 not store or use any dangerous, toxic, explosive or inflammable substances at the Premises;
- 8.17 not install or use any form of heating, cooling, ventilation or air-conditioning in the Premises which is not approved beforehand by the Landlord in writing;
- 8.18 not use any lavatories, grease traps, drains or other sanitary facilities for any purpose other than that for which they were designed;
- 8.19 not, without the Landlord's prior written approval, bring onto or remove from the Premises any object or equipment which is likely, in the opinion of the Landlord, to cause damage to the Premises, the Landlord's Property or the Essential Safety Measures. The Tenant must comply with any instructions given by the Landlord with respect to the installation, use or removal of any object or equipment for which the Landlord has given the Tenant approval to bring onto or remove from the Premises under this clause;
- 8.20 not without the Landlord's prior written consent and the consent of all relevant authorities, use or permit the Tenant's Agents to use any musical instrument, radio, television or other equipment so that it is capable of being heard or seen from outside the Premises;
- 8.21 comply with the following requirements in relation to any outdoor area (including any outdoor playing area) which forms part of the Premises:
 - 8.21.1 not bring any soil, sand, tan bark or similar product onto the Premises unless approved in advance by the Landlord in writing;
 - 8.21.2 not plant any vegetable gardens at the Premises other than in separate planter boxes or pots; and
 - 8.21.3 not allow any digging at the Premises without the Landlord's written approval;
- 8.22 comply with any Building rules in force from time to time that are notified in writing by the Landlord to the Tenant; and
- 8.23 comply with all reasonable requests or directions given by any Authorised Officer of the Landlord that the Authorised Officer considers necessary or desirable for the safety, care or cleanliness of the Premises or areas near the Premises.

9 SECURITY

9.1 Tenant to protect Premises

The Tenant must use its best efforts to protect and keep safe the Premises, the Tenant's Property and the Landlord's Property from theft and vandalism. This includes keeping all fences, gates, doors, windows and openings closed and securely fastened when the Premises are not in use.

9.2 Locks and Security Systems

9.2.1 The Tenant must not install or change any locks or security devices at the Premises (including any locks associated with the Landlord's master key system) without first obtaining the Landlord's written consent.

9.2.2 The Tenant must allow the Landlord to access the Premises, on reasonable notice, for the purpose of installing a lock associated with the Landlord's master key system.

9.2.3 The Tenant must notify the Landlord of any alarm code for the Premises as applicable from time to time, or the Tenant may arrange for a dedicated alarm code to be used by the Landlord.

10 TENANT'S OBLIGATIONS CONCERNING INSURANCE

10.1 Tenant to maintain insurance

The Tenant must take out and maintain insurance for:

10.1.1 public liability in the joint names of the Landlord and the Tenant for the amount specified in Item 12(a) in respect of any single occurrence. This policy must indemnify the Landlord against all claims of any kind arising from any act, omission or neglect by the Tenant or any of the Tenant's Agents;

10.1.2 all plate glass windows installed in the Premises at any time during the Term;

10.1.3 if required by Item 12(b) of the Reference Schedule, and for the amount specified in Item 12(b) of the Reference Schedule, buildings at the Premises against loss, damage or destruction by any cause. If Item 12(b) provides that the Landlord will insure all buildings at the Premises, the Tenant must pay or reimburse the Landlord upon demand the amount of any excess payable by the Landlord in relation to a claim under the Landlord's building insurance policy;

10.1.4 employers' liability, workers' compensation and/or Workcover which covers any damage, loss or liability

suffered or incurred by any person engaged by the Tenant arising by virtue of any statute relating to workers' or accident compensation or employers' liability or at common law; and

- 10.1.5 any other insurances in connection with the Premises which the Landlord may reasonably require,

AND the Tenant must produce to the Landlord copies of all these insurance policies and evidence that they are current and in force:

- 10.1.6 on or before the Commencement Date;
- 10.1.7 on each anniversary of the Commencement Date; and
- 10.1.8 within 7 days of the Landlord requesting copies to be produced.

10.2 Policy requirements

All insurance policies under clause 10.1 must:

- 10.2.1 contain terms and conditions approved by the Landlord and be taken out with an insurer approved by the Landlord (which approval may not be unreasonably withheld); and
- 10.2.2 have noted on them the respective interests of the Landlord and the Tenant.

10.3 Tenant not to prejudice insurance

The Tenant must not do anything on the Premises or otherwise that:

- 10.3.1 may cause any insurance policy (taken out under this lease or otherwise) to become void or voidable; or
- 10.3.2 may cause any claim on any insurance policy (taken out under this lease or otherwise) being rejected or a premium to be increased.

10.4 Where premium increased

If the Tenant causes an increase in any premium payable by the Landlord for any insurance effected by the Landlord for the Premises or property in the Premises (whether taken out under this lease or otherwise), the Tenant must pay the Landlord, on request, the increase in the premium.

10.5 Compliance with insurer's requirements

The Tenant must comply with the requirements of any insurer under any insurance policy for the Premises or property in the Premises (whether taken out under this lease or otherwise).

10.6 Landlord not responsible

- 10.6.1 The Landlord is not responsible for insuring:
- (a) contents; or
 - (b) any fit-out of the Premises or the Tenant's Property (except in respect of fit-out or Tenant's Property that is insured as part of any building insurance effected by the Landlord under Item 12(b) and clause 10.1.3).
- 10.6.2 The Landlord is in no way responsible for any loss caused by the Tenant's failure to effect, or failure to effect for a sufficient amount, contents insurance or any other insurances referred to in this clause 10.

11 MAINTENANCE OF PREMISES

11.1 Tenant to maintain

- 11.1.1 Except for fair wear and tear and subject to clause 11.3 and clause 11.6, the Tenant must keep the Premises and the Landlord's Property in the same condition as at the Commencement Date and properly cleaned, repaired and maintained.
- 11.1.2 If required by Item 15 of the Reference Schedule, and on the date referred to in Item 15, the parties will mutually prepare and sign a condition report, which details and confirms the condition of the Premises as at the Commencement Date. Any costs associated with the preparation of the condition report must be shared equally by the parties.
- 11.1.3 When carrying out repairs, maintenance and cleaning of the Premises, the Tenant must ensure that all works are carried out:
- (a) by appropriately skilled, qualified and licensed (where appropriate) tradespersons who hold all appropriate insurances;
 - (b) using good quality materials;
 - (c) in compliance with all laws and all requirements of authorities; and
 - (d) without interfering with any other occupants of the Land or buildings on the Land.

11.2 Compliance with notices

Subject to clause 11.6, the Tenant must comply with all notices or orders affecting the Premises which are issued during the Term.

11.3 Maintenance Schedule

Subject to Item 16, the Tenant must comply with the requirements of the Maintenance Schedule at its own cost.

11.4 Maintenance Requests

All maintenance requests by the Tenant need to be sent in writing to the Landlord (unless the matter is urgent or an emergency) detailing:

- 11.4.1 the type of maintenance required;
- 11.4.2 who is making the request (including the name of person and contact details); and
- 11.4.3 where the damage is located.

11.5 Specific obligations

In addition to its obligations under clauses 11.1 and 11.2, but subject to any contrary requirements of the Maintenance Schedule, the Tenant must:

- 11.5.1 promptly repair any damage to the Premises or any part of the Land caused or contributed to by the Tenant or any of the Tenant's Agents;
- 11.5.2 promptly replace any broken glass in the Premises with glass of the same thickness and quality;
- 11.5.3 immediately repair defective windows, lights, doors, locks and fastenings, and replace missing light globes and fluorescent tubes, keys and keycards in the Premises;
- 11.5.4 maintain in working order all plumbing, draining, gas, electric, solar and sewerage installations in the Premises;
- 11.5.5 promptly give written notice to the Landlord of:
 - (a) any defect in or damage to the Premises, the Landlord's Property, any of the Utilities or the Essential Safety Measures;
 - (b) service by any authority of a notice or order affecting the Premises, the Landlord's Property, the Tenant's Property or the Essential Safety Measures; or
 - (c) any hazards arising from, threatening or affecting the Premises or the Tenant's Property;
- 11.5.6 carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the

Tenant is obliged to fix under this lease. If the Tenant does not comply with the notice within 14 days, the Landlord may carry out the repairs and the Tenant must pay the cost to the Landlord on demand;

- 11.5.7 properly maintain any garden that forms part of the Premises to a standard reasonably required by the Landlord;
- 11.5.8 promptly replace any trees or shrubs on the Premises that perish or are destroyed, damaged or removed;
- 11.5.9 paint all painted surfaces on the Premises to the standard and at the times reasonably required by the Landlord;
- 11.5.10 take all precautions required by law against fire; and
- 11.5.11 comply with all reasonable directions of the Landlord or any insurer of the Premises as to the prevention, detection and limitation of fire.

11.6 Limitations on obligations

The Tenant is not obliged to:

- 11.6.1 repair damage for which the Tenant is not responsible, unless the benefit of any insurance (whether the insurance is effected by the Landlord or Tenant) for that damage is lost because of any act or omission by the Tenant or any of the Tenant's Agents; or
- 11.6.2 carry out structural repairs or make payments of a capital nature unless:
 - (a) such structural repairs or payments of a capital nature are expressly required by the Maintenance Schedule;
 - (b) they are necessary due to the act, omission or default of the Tenant or the Tenant's Agents;
 - (c) the repairs are in respect of the Tenant's Property; or
 - (d) the Tenant is entitled or required to remove the item at the end of the Term,

in which cases such repairs must be carried out by and payments must be made by the Tenant.

11.7 Cleaning of Premises

The Tenant must:

- 11.7.1 cause the Premises (including the interior and exterior surfaces of any windows and doors) the Landlord's Property and the Tenant's Property to be regularly cleaned;
- 11.7.2 arrange for all refuse to be regularly removed from the Premises;
- 11.7.3 take all proper precautions to keep the Premises free of refuse, rodents and vermin. If required by the Landlord, the Tenant must engage pest exterminators for that purpose;
- 11.7.4 store refuse before removal so that it cannot be seen from outside the Premises;
- 11.7.5 comply with the Landlord's reasonable directions concerning cleaning and disposal of refuse; and
- 11.7.6 not cause the Common Areas to be left in an untidy or unclean condition.

11.8 Essential Safety Measures - Tenant's obligations

The Tenant must:

- 11.8.1 not interfere with, alter or limit the operation or effectiveness of any Essential Safety Measure;
- 11.8.2 immediately advise the Landlord and confirm in writing any alteration, breakdown or theft of or damage to any Essential Safety Measure;
- 11.8.3 allow the Landlord or its appointed agent to enter the Premises at any reasonable time on the provision of reasonable notice (except in the case of an emergency when the requirement for notice shall be waived) to inspect and maintain any Essential Safety Measure;
- 11.8.4 upon request by the Landlord, ensure that display of the annual essential safety measures report prepared in accordance with the Regulations, and any determination and record of maintenance checks, service and repair work which are kept on the Premises pursuant to the Regulations, are retained on display at the Premises;
- 11.8.5 provide to the Landlord all documentation required in order to establish and maintain records of maintenance checks, services and repair work for any Essential Safety Measure; and
- 11.8.6 advise the Landlord immediately if the Tenant receives notice (whether written or oral) of any proposed

inspection of the Premises by a municipal building inspector or chief officer pursuant to the Regulations.

11.9 Alterations to Premises

11.9.1 The Tenant must not, without first obtaining the written approval of the Landlord (which may be given or withheld at the Landlord's absolute discretion and given or withheld with conditions):

- (a) make any alterations, additions or improvements (whether structural or otherwise) to the Premises;
- (b) install any equipment or exterior fixtures or fittings (including blinds or awnings) to or on the Premises;
- (c) carry out any demolition, landscaping or earthworks on the Premises;
- (d) fix or place signs, notices or advertisements which are visible from outside the Premises in any place in or near the Premises; or
- (e) interfere with or alter any Essential Safety Measure,

(**"Works"**).

11.9.2 In considering whether or not to approve any Works under clause 11.9.1:

- (a) The Landlord may employ external consultants for the purpose of considering any proposed Works and supervising the Works, and the Tenant must cooperate with and allow the Landlord's consultants access to the Premises for these purposes;
- (b) The Landlord may require the Tenant to:
 - (1) deliver three copies of all drawings and specifications and a program of Works to the Landlord in such format, including electronic format, as the Landlord may require;
 - (2) make all variations to the drawings, specifications and program of Works reasonably required by the Landlord and deliver further copies to the Landlord in such format, including electronic format, as the Landlord may require;

- (3) deliver a detailed quote for the cost of completing the Works (including the cost of all materials to be used) certified by a qualified consultant to be a bona fide estimate of the cost of completing the Works;
- (4) obtain all approvals and permits necessary for the Works;
- (5) deliver one copy of those approvals and permits to the Landlord;
- (6) give the Landlord the name of:
 - (A) each contractor and tradesman the Tenant intends to employ to carry out the Works; and
 - (B) the person who will supervise the Works; and
- (7) reimburse the Landlord the cost of effecting and maintaining the appropriate insurances in respect of the Works unless the Landlord agrees for the Tenant to effect and maintain that insurance.

11.9.3 The Tenant must:

- (a) carry out and complete all Works within the Premises promptly and in a proper and workmanlike manner at the Tenant's cost and:
 - (1) in accordance with the drawings, specifications and program of Works approved by the Landlord;
 - (2) in compliance with any conditions imposed by the Landlord;
 - (3) using qualified tradespersons; and
 - (4) in compliance with all laws and all requirements of authorities;
- (b) obey and cause its contractors and tradesmen to obey the Landlord's reasonable directions concerning the Works;
- (c) if the Works affect the electrical, water or gas supplies, or the switchboard capacity, ensure that these supplies are adequately maintained, and restore them to proper working order;

- (d) immediately give the Landlord a copy of any notice received from any party in relation to the Works; and
- (e) not interfere and ensure that the Tenant's contractors and tradesmen do not interfere with other occupiers or users of the Building.

11.9.4 On completion of the Works, the Tenant must promptly:

- (a) remove from the Premises all unused building materials, equipment and debris as directed by the Landlord;
- (b) if required, obtain an occupancy permit or compliance from the relevant authority for the Works and deliver a copy to the Landlord; and
- (c) in the case of alterations or additions, deliver to the Landlord a complete set of drawings and specifications showing the alterations or additions as built, in such format, including electronic format, as the Landlord may require.

11.9.5 The Tenant must promptly pay when requested all reasonable costs incurred by:

- (a) the Landlord in employing external consultants pursuant to clause 11.9.2(a); and
- (b) the Landlord in remedying any breach by the Tenant of its obligations under this clause 11.9.

12 DISCRIMINATION

The Tenant must comply with any responsibilities and obligations under the *Disability Discrimination Act 1992* (Cth) and the *Equal Opportunity Act 2010* (Vic) and any other relevant legislation pertaining to people with a disability with respect to the use of the Premises, and ensure that it uses the Premises so as not to be inconsistent with the Landlord's disability action plan, as notified to the Tenant from time to time.

13 OCCUPATIONAL HEALTH AND SAFETY

The Tenant must:

- 13.1 conduct the Tenant's operations from the Premises in a safe and orderly manner so as to ensure that there is minimal exposure to hazards at the Premises;
- 13.2 comply with the *Occupational Health and Safety Act 2004* and all regulations and codes of practice made under that Act as well as any other relevant Australian standards in relation to the Tenant's operations at the Premises;

- 13.3 conduct an appropriate risk assessment of the Premises and the Tenant's operations at the Premises at regular intervals throughout the Term and provide the Landlord with a copy of a written risk assessment report upon request;
- 13.4 remedy any hazards or risks identified as a result of the risk assessment conducted by the Tenant or as otherwise required by the Landlord in writing; and
- 13.5 allow the Landlord access to the Premises at any time upon reasonable notice to conduct safety audits of the Premises.

14 ASSIGNMENT AND SUBLETTING

14.1 Consent of Landlord

The Tenant must not:

- 14.1.1 assign its rights or powers as tenant under this lease, sub-let, licence or part with possession or share the Premises without the Landlord's prior written consent which consent may be:

- (a) given;
- (b) given subject to conditions, including the right of the Landlord to:
 - (1) amend the rent; and
 - (2) amend any other term of this lease; or
- (c) withheld at the Landlord's absolute discretion.

When requesting the Landlord's prior written consent to any dealing under this clause, the Tenant must provide the Landlord with a copy of the proposed document of assignment, sublease or licence for the approval of the Landlord.

- 14.1.2 create or allow any mortgage, interest, easement or other encumbrance which would affect the Tenant's interest in the Premises or its rights as tenant under this lease.

14.2 Deemed assignment

- 14.2.1 Where the Tenant is a corporation, any circumstances which result in any person or group of persons who:
 - (a) control the composition of the board of directors; or
 - (b) beneficially hold more than one half of the issued share capital,

being different from the person or persons who were in that position at the Commencement Date, will be deemed to be an assignment of this lease which will require the prior written consent of the Landlord.

- 14.2.2 Clause 14.2.1 will not apply where the Tenant is a company, the voting shares of which are listed on Australian Stock Exchange Limited or a wholly owned subsidiary of such a company, and where a change of control is caused only by a transfer of shares in the listed company.

14.3 Casual Use Licence

Subject to clause 14.1.1, the Tenant may request the Landlord's consent to a casual hire arrangement whereby the Tenant proposes to hire out the Premises or part of the Premises ("**Licensed Area**") for casual use by a specific licensee or group of licensees ("**Casual Use Licence**"), subject to the following:

- 14.3.1 a licensee must not use the Licensed Area unless and until the Landlord has given its consent to the Casual Use Licence under clause 14.1.1;
- 14.3.2 if required by the Landlord, the Tenant and licensee must sign a written Casual Use Licence agreement in the form required by the Landlord;
- 14.3.3 to the extent applicable, the terms and conditions of this lease apply to the Casual Use Licence and the Licensed Area, and where there is any inconsistency between the Casual Use Licence and this lease, this lease will prevail;
- 14.3.4 without limiting clause 14.3.3, the licensee must comply on time with all laws and legal requirements concerning the Licensed Area, Premises and the use and occupation of the Licensed Area and Premises, and must keep in force all licences and permits necessary for the licensee to use the Licensed Area;
- 14.3.5 any breach of the Casual Use Licence by the licensee (to the extent that such breach, if committed by the Tenant, would constitute a breach of the lease) will be deemed to be a breach of this lease by the Tenant;
- 14.3.6 the Casual Use Licence will not affect the obligations of the Tenant under this lease nor will it impose any obligations on the Landlord other than those already imposed on the Landlord under this lease; and
- 14.3.7 the Casual Use Licence must not adversely affect the amenity of the neighbourhood within which the Premises are located.

15 TENANT'S OBLIGATIONS AT END OF LEASE**15.1 Vacating the Premises**

15.1.1 At the end of this lease, the Tenant must:

- (a) vacate the Premises and leave the Premises in the condition in which the Tenant must keep them under this lease;
- (b) if required by the Landlord and to the extent required by the Landlord (at its sole discretion), remove any fixtures or improvements to the Premises (including any fixtures or improvements that form part of the Tenant's Property and any Works carried out under clause 11.9, and any signs, notices or advertisements placed in or near the Premises). If the Landlord does not require the Tenant to remove any fixtures or improvements under this clause, such fixtures and improvements will become the property of the Landlord at the end of this lease;
- (c) remove the Tenant's Property and the property of any other occupant excluding the Landlord's Property (except any fixtures or improvements, the removal of which is to be dealt with under clause (b));
- (d) repair any damage caused by the Tenant complying with its obligations under this clause (including any necessary repainting of walls); and
- (e) deliver to the Landlord all keys, passes and other security devices giving access to the Premises which are held by the Tenant or any of the Tenant's Agents, whether or not they were supplied by the Landlord.

15.1.2 The Tenant will not be deemed to have:

- (a) vacated the Premises; and
- (b) must continue to pay the Rent, and to make payments for the Outgoings, insurance and Utilities,

until such time as it has complied fully with clause 15.1.1, as determined by the Landlord acting reasonably.

15.2 Tenant's Property left on Premises

15.2.1 Any of the Tenant's Property left on the Premises 7 days after the early determination or expiry of this

lease may be treated by the Landlord as abandoned and dealt with or disposed of by the Landlord as the Landlord deems appropriate. Any costs the Landlord incurs in removing or disposing of any abandoned Tenant's Property must be reimbursed by the Tenant to the Landlord on demand. Subject to any statute or law, the Tenant gives the Landlord full and unconditional authority to deal with the Tenant's Property in the manner provided for under this clause.

- 15.2.2 Whilst and for so long as it is necessary for the Landlord to take action under clause 15.2.1, the Tenant must continue to pay the Rent, and to make payments for the Outgoings, insurance and Utilities.

16 HOLDING OVER

If the Tenant remains in possession of the Premises without objection by the Landlord after the end of the Term:

- 16.1 the Tenant, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease (regardless of the method of payment of rent, and frequency of payment of rent under this lease), modified so as to apply to a monthly tenancy;
- 16.2 either party may end the tenancy by giving 1 month's written notice to the other at any time, however the lease will automatically terminate (without written notice being required) on the date that is 12 months after the Expiry Date. If the lease automatically terminates under this clause, the Tenant will have no further rights with respect to this lease and:
 - 16.2.1 the Landlord may secure the Premises so as to prevent access to the Premises by the Tenant; and
 - 16.2.2 the Landlord may proceed to negotiate or enter into a new lease of the Premises with a tenant other than the Tenant;
- 16.3 the monthly rent starts at one twelfth of the annual Rent which the Tenant was paying immediately before the Term ended unless a different rent has been agreed upon; and
- 16.4 the Landlord may increase the monthly rent at any time by giving the Tenant 1 month's written notice.

17 LANDLORD'S OBLIGATIONS

Provided the Tenant complies with the terms of this lease, and subject to the terms of this lease, the Tenant may peacefully enjoy the Premises during the Term without interruption by the Landlord.

18 LANDLORD'S RIGHTS

18.1 Right to enter

The Landlord or any person authorised by the Landlord may enter the Premises at reasonable times:

- 18.1.1 to inspect, maintain, repair or alter the Premises, Essential Safety Measures or the Utilities, subject to reasonable notice being given to the Tenant; and
- 18.1.2 to carry out any building works required by the Landlord or any relevant authority, subject to at least 1 months' prior written notice being given to the Tenant.

If there is an emergency, the Landlord and any person authorised by the Landlord may enter the Premises at any time without notice and remain there and use the Premises for as long as necessary in the circumstances.

18.2 Signs

The Tenant must allow the Landlord or its agents access to the Premises at reasonable times to install any signs reasonably required by the Landlord. In exercising its rights under this clause, the Landlord must not unduly interfere with the Permitted Use.

18.3 Other rights

The Landlord may subdivide the Land and grant easements or other rights over the Land or the Premises to any person, on any terms and for any purpose, provided that this does not unduly interfere with the Permitted Use.

19 DEFAULT BY TENANT

19.1 Interest on overdue money

If the Tenant is late in paying the Landlord any money payable by it under this lease, the Tenant must pay interest on that money from the due date for payment until the money is paid in full. The rate of interest is 2% higher than the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983*.

19.2 Default Event

A Default Event occurs if:

- 19.2.1 the Tenant does not pay any money as required under this lease whether or not demand has been made;
- 19.2.2 the Tenant does not comply with any other obligation under this lease;

- 19.2.3 a judgment or order for \$10,000.00 or more is enforced or becomes enforceable against the Tenant's interest in this lease or the Tenant's Property;
- 19.2.4 the Tenant is a corporate body other than a public company listed on Australian Stock Exchange Limited and:
- (a) an order is made or resolution is passed to wind up the Tenant except for reconstruction or amalgamation;
 - (b) the Tenant goes into liquidation;
 - (c) the Tenant has a receiver (including a provisional receiver) or a receiver and manager of any of its assets, or an administrator appointed; or
 - (d) the Tenant proposes a re-organisation, moratorium or other administration involving all or any class of its creditors except for reconstruction or amalgamation;
- 19.2.5 the Tenant being an individual:
- (a) becomes bankrupt; or
 - (b) takes, or tries to take advantage of, Part X of the *Bankruptcy Act 1966* (Cth); or
- 19.2.6 the Tenant enters into a scheme of arrangement or composition with, or assignment for the benefit of, any of the Tenant's creditors

19.3 Landlord's right to end lease

If a Default Event occurs, the Landlord may:

- 19.3.1 end this lease by re-entering the Premises without notice or, if required by law, with notice; or
- 19.3.2 end this lease by notice to the Tenant.

19.4 Notice period where required

For any breach of this lease to which section 146(1) of the *Property Law Act 1958* applies, 14 days after service of a notice under the section is fixed as the time within which:

- 19.4.1 the Tenant must remedy the breach if it is capable of remedy; and
- 19.4.2 make reasonable compensation in money to the Landlord's satisfaction for the breach.

19.5 Rights retained

If this lease is ended by the Landlord, the Landlord retains the right to sue the Tenant for all unpaid money or for damages for breaches of the Tenant's obligations under this lease. For the purpose of assessing damages to the Landlord, the benefit of the Tenant's performance of this lease to the Landlord must be calculated on the basis that this lease continues in force until the Expiry Date.

20 ESSENTIAL TERMS

20.1 Essential terms

The following Tenant's obligations are essential terms of this lease:

20.1.1 the obligation to pay money; and

20.1.2 without limitation, the obligations under clauses 3.1 (Rent), 3.2 (Outgoings), 3.3 (Utilities), 5 (Goods and Services Tax), 7 (Security deposit), 8 (Use of Premises), 10 (Tenant's obligations concerning insurance), 11 (Maintenance of Premises), 11.8 (Essential Safety Measures), 11.9 (Alterations to Premises) and 14 (Assignment and subletting).

However, this clause does not prevent any other obligation under this lease being an essential term.

20.2 Breach is repudiation

A breach by the Tenant of an essential term is taken to be a repudiation by the Tenant of all its obligations under this lease.

21 MITIGATION OF DAMAGES

21.1 Landlord must mitigate damages

If the Tenant vacates the Premises whether with or without the Landlord's consent, the Landlord must take reasonable steps to mitigate its loss and to endeavour to re-lease the Premises at a reasonable rent and on reasonable terms.

21.2 Assessment of damages

The Landlord's entitlement to damages will be assessed on the basis that the Landlord has observed the obligation to mitigate damages. However, the Landlord's conduct taken in exercising this duty to mitigate damages will not of itself constitute acceptance of the Tenant's breach or repudiation or a surrender by operation of law.

22 DAMAGE TO PREMISES

22.1 Rights of Landlord

If the Premises are damaged so that they cannot be used for the Permitted Use, the Landlord may, on written notice to the Tenant to be served within 30 days from the date of the destruction or damage, choose to either end this lease or reinstate the Premises.

22.2 Where Landlord's notice not given

If the Landlord does not serve any notice under clause 22.1 within the required time:

22.2.1 if the Premises are partly, but not substantially destroyed, then subject to clause 22.5, the Landlord must reinstate the Premises as soon as reasonably practicable; and

22.2.2 if the Premises are wholly or substantially destroyed, the Landlord is not obliged to reinstate the Premises, but (subject to clause 22.5) the Tenant may end this lease by written notice to the Landlord. However, if before the Tenant serves any such notice the Landlord gives the Tenant notice of its decision to reinstate the Premises, the Tenant will no longer have this right.

22.3 Delay in reinstatement

If the Landlord is obliged to or chooses to reinstate the Premises, and the reinstatement does not start within 3 months or is not completed within 18 months of the date of the destruction or damage, then either the Landlord or the Tenant (subject to clause 22.5) may end this lease by giving the other written notice at any time before the reinstatement is completed.

22.4 Abatement of Rent and Outgoings

Subject to clause 22.5, from the date of the destruction or damage until the Premises are again completely fit for the Permitted Use, a fair portion of the Rent as determined by the Landlord having regard to the nature and extent of the damage, will abate.

22.5 Refusal of insurance claim due to Tenant's conduct

If payment of an insurance claim in respect of any damage or destruction is refused because of an act or omission by the Tenant or any of the Tenant's Agents:

22.5.1 the Tenant is not entitled to any suspension of Rent or outgoings under clause 22.4 or to end this lease under clause 22.2.2 or clause 22.3; and

22.5.2 the Landlord is not obliged to reinstate the Premises under clause 22.2.1.

22.6 No compensation to Tenant

The Landlord is not liable to pay the Tenant any compensation if any part of the Premises is destroyed or damaged or if this lease is ended under this clause.

23 RESUMPTION OF PREMISES

If any part of the Premises is resumed by any authority so that the Premises becomes unfit for the Permitted Use, then either the Landlord or the Tenant may end this lease by written notice to the other. The Landlord is not liable to pay the Tenant any compensation if any part of the Premises is resumed by any authority.

24 RENEWAL OF LEASE

24.1 Conditions for exercise of option

The Landlord must renew this lease for the further term or terms stated in Item 5 of the Reference Schedule if:

- 24.1.1 there is no unremedied breach of this lease by the Tenant of which the Landlord has given the Tenant written notice;
- 24.1.2 the Tenant has not persistently committed breaches of this lease of which the Landlord has given notice during the Term;
- 24.1.3 the Tenant has requested the renewal in writing on or before the date specified in Item 5 of the Reference Schedule; and
- 24.1.4 not less than 12 months before the end of the Term the Tenant has met with the Landlord to initiate discussions regarding the future use of the Premises and, if requested by the Landlord, has provided the Landlord with a Business Plan.

24.2 Conditions of renewed lease

The renewed lease:

- 24.2.1 starts on the day after this lease ends;
- 24.2.2 has a starting rent as set out in Item 8 and the rent under the renewed lease will be reviewed in accordance with Item 8; and
- 24.2.3 must contain the same terms as this lease but with no option for renewal after the last option for a further term stated in Item 5 of the Reference Schedule has been exercised.

25 RELEASE AND INDEMNITY

25.1 Tenant's risk

The Tenant occupies and uses the Premises and enters and uses the Building and Land at the Tenant's own risk.

25.2 Release and indemnity

The Tenant releases and indemnifies the Landlord and its employees, agents and contractors from all legal liability arising from the use or occupation of the Premises, Landlord's Property or Tenant's Property by the Tenant or any of the Tenant's Agents, including:

- 25.2.1 any claim made by any person for injury, loss or damage arising in any manner;
- 25.2.2 any loss or damage to any property belonging to the Tenant or other persons located on or outside the Premises; and
- 25.2.3 any loss, damage, injury or illness sustained or incurred by the Tenant or any of the Tenant's Agents.

25.3 Restrictions on release and indemnity

The releases and indemnities in clause 25.2 do not apply to:

- 25.3.1 any legal liability of the Landlord that arises from any unlawful act or omission of or any misconduct by the Landlord or its employees, officers, agents or contractors; or
- 25.3.2 any breach of this lease by the Landlord.

25.4 No claim for compensation

The Tenant and any other person claiming rights under this lease release the Landlord from any claim for compensation for:

- 25.4.1 the failure of any equipment or machinery in the Premises;
- 25.4.2 any damage or loss caused or arising out of the interruption of any of the Utilities; and
- 25.4.3 any damage or loss caused or arising out of the flow, overflow, leakage, breakdown or failure of any lift, air-conditioning system, water or source of water, or any of the Utilities.

26 LANDLORD'S EXERCISE OF RIGHTS

26.1 Landlord has discretion

The Landlord may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy.

26.2 Partial exercise

A single or partial exercise of a right, power or remedy by the Landlord does not prevent a further exercise of that right or an exercise of any other right, power or remedy.

26.3 Right not prejudiced by delay etc

Failure by the Landlord to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

27 DISPUTES

27.1 Application

This clause 27 applies to all disputes under this lease except disputes:

- 27.1.1 about unpaid rent and interest charged on it;
- 27.1.2 about review of rent; or
- 27.1.3 to be resolved in another way prescribed by any other provision of this lease.

27.2 Dispute

If a dispute arises out of or relates to this lease (including any dispute as to breach or termination of this lease), a party may not commence any court proceedings relating to the dispute unless it has complied with this clause, except where the party seeks urgent interlocutory relief.

27.3 Mediation procedure

If a dispute or disagreement arises in relation to any matter under this lease, the parties must endeavour to resolve the matter in accordance with the following mediation procedure:

- 27.3.1 a party may start mediation by serving notice on the other party;
- 27.3.2 the notice must state that a dispute has arisen and identify what the dispute is;
- 27.3.3 the parties must jointly request appointment of a mediator. If the parties fail to agree on the appointment within 5 Business Days of service of the mediation

notice, either party may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator;

27.3.4 once the mediator has accepted the appointment, the parties must comply with the mediator's instructions; and

27.3.5 if the dispute is not resolved within 28 days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.

A party is not bound to follow the procedures set out in this clause 27 where to do so means that a limitation period for a cause of action relevant to the issues in dispute will expire.

27.4 Charges

The mediator may fix the charges for the mediation which must be paid equally by the parties.

27.5 Settlement of dispute

If the dispute is settled, all parties must sign the terms of agreement and those terms are binding on the parties.

27.6 Confidential

The mediation is confidential and:

27.6.1 statements made by the mediator or the parties; and

27.6.2 discussions between the participants to the mediation,

before, after or during the mediation, cannot be used in any legal proceedings.

27.7 Mediator to be released

It must be a term of the engagement of the mediator that the parties release the mediator from any claim of any nature relating to this lease.

27.8 Rules of natural justice do not apply

The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.

27.9 Legal representation

Each party may be represented at the mediation by a legal practitioner or legal practitioners of its choice.

28 POWER OF ATTORNEY

The Tenant irrevocably appoints the Landlord, and its nominee or nominees, jointly and severally to be the true and lawful attorney or attorneys of the Tenant to act at any time after the power to re-enter contained in this lease has become exercisable or has been exercised (a sufficient proof of which is the statutory declaration of any officer of the Landlord duly authorised by the Landlord in that behalf):

- 28.1 to execute and sign a surrender of this lease and for this purpose to use the name of the Tenant; and
- 28.2 generally to do, execute and perform any act, matter or thing relating to the Premises as fully and effectually as the Tenant could do.

The Tenant covenants to ratify and confirm all things lawfully done or caused to be done by its attorney or attorneys in or about the Premises.

29 APPROVALS AND CONSENTS

- 29.1 Unless this lease provides otherwise, any consent or approval to be given by the Landlord may be given by the Landlord conditionally or unconditionally or withheld at the Landlord's absolute discretion. If conditions are imposed by the Landlord, the Tenant must comply with each condition imposed by the Landlord as if it were a provision of this lease.
- 29.2 Where under this lease the consent of the Landlord is required to be given, the consent can only be given by the Landlord acting in its capacity as a council under the *Local Government Act 1989* and the Tenant acknowledges that the consent is not given or deemed to be given by the Landlord acting as the responsible planning authority under the *Planning and Environment Act 1987* or by the issue of any building permit by the municipal building surveyor.

30 PRIVACY

- 30.1 The Tenant acknowledges that the Personal Information (if any) of the Tenant is:
 - 30.1.1 collected for the purposes of entering into and administering this lease; and
 - 30.1.2 may be disclosed to the following:
 - (a) the Landlord's legal advisors, financial consultants or consultants in relation to reviewing the Tenant's performance under the lease or providing advice in relation to the lease;
 - (b) any third party as required by any Act of Parliament or regulation; and
 - (c) any other third party with the Tenant's consent.

30.2 The Landlord agrees that:

30.2.1 the Personal Information will only be disclosed in the circumstances set out in clause 30.1.2; and

30.2.2 the Landlord will comply at all times with the *Information Privacy Act 2000* (Vic) in relation to Personal Information.

30.3 The Tenant must:

30.3.1 only use Personal Information (if any) obtained by or held by the Tenant in connection with this lease for the Permitted Use; and

30.3.2 comply at all times with the *Information Privacy Act 2000* (Vic) and all other legislation in force at any time throughout the Term, relating to the privacy of Personal Information.

31 INDEMNITIES

Each indemnity in this lease is a continuing obligation, independent from the other obligations of the Tenant, and survives the end of this lease.

32 FURTHER ASSURANCES

If the Landlord requests, the Tenant must:

32.1 execute, and cause its successors to execute, documents and do everything else necessary or appropriate to bind the Tenant and its successors under this lease; and

32.2 use its best endeavours to cause relevant third parties to do likewise to bind every person intended to be bound under this lease.

33 STATUTORY PROVISIONS

The following provisions do not apply to this lease:

33.1 the covenants, powers and provisions implied in leases by section 67 of the *Transfer of Land Act 1958*; and

33.2 section 144 of the *Property Law Act 1958*.

34 PAYMENTS

34.1 No set off etc

The Tenant must make payments under this lease punctually without set-off, counterclaim or deduction.

34.2 No demand required

Unless this lease provides otherwise, the Landlord need not demand any amount payable by the Tenant under this lease.

35 RIGHTS AND REMEDIES**35.1 Prior breaches and obligations**

The ending of this lease, however occurring, does not affect:

35.1.1 the Landlord's rights in respect of a breach of this lease by the Tenant before the end of this lease; or

35.1.2 the Tenant's obligation to make any payment under this lease before the expiry or termination.

35.2 Remedies cumulative

The rights, powers and remedies provided in this lease are in addition to the rights, powers or remedies provided by law independently of this lease.

36 ACTS OF TENANT'S AGENTS

If this lease:

36.1 prohibits the Tenant from doing a thing, the Tenant must:

36.1.1 ensure that the Tenant's Agents do not do that thing;
and

36.1.2 not allow or cause any person to do that thing.

36.2 requires the Tenant to do a thing, the Tenant must ensure that the Tenant's Agents do that thing.

37 ENTIRE AGREEMENT

The Tenant acknowledges that:

37.1 no information, representation or warranty by or on behalf of the Landlord was supplied or made concerning this lease with the intention or knowledge that it would be relied upon by the Tenant;

37.2 no information, representation or warranty has been relied upon;
and

37.3 this lease constitutes the entire agreement between the parties concerning the Premises and supersedes all previous negotiations and agreements.

38 WAIVER AND VARIATION

38.1 Writing required

A provision of or a right created under this lease may not be waived or varied except in writing signed by the party to be bound.

38.2 Limit of waiver

If the Landlord waives a provision of or a right created under or implied in this lease, that waiver does not extend to:

38.2.1 a breach by the Tenant of the same or any other provision; or

38.2.2 the future exercise by the Landlord of that right.

38.3 No deemed waiver

The acceptance of a payment under this lease will not be taken to constitute a waiver of any provision of or a right created under or implied in this lease, except the right to demand the payment of that amount of money.

39 NOTICES

39.1 Giving notice

Subject to clause 39.4, any notice (which includes, without limitation, a demand, request, consent, approval and any other communication made, required or authorised under this lease) given under this lease must be:

39.1.1 in writing;

39.1.2 directed to the recipient's postal address specified in Item 1 or Item 2 of the Reference Schedule, as varied by any notice; and

39.1.3 hand delivered or sent by prepaid post to that address.

39.2 Receipt of notice

A notice given in accordance with clause 39.1 is taken to be received by the recipient:

39.2.1 if hand delivered, on delivery; or

39.2.2 if sent by prepaid post, 2 Business Days after the date of posting.

In all cases, a notice received after 5.00pm in the place of receipt or on a day that is not a Business Day is taken to be received by the recipient at 9.00am on the next Business Day.

39.3 Signing of notice

A notice given under this lease is sufficiently signed if:

- 39.3.1 in the case of a body corporate, it is signed by an Authorised Officer, director, secretary or other officer of, or a legal practitioner acting for, the body corporate; or
- 39.3.2 in the case of an individual, it is signed by the individual.

39.4 Other modes of service permitted

The provisions of this clause are in addition to any other mode of service permitted by law.

40 SEVERANCE**40.1 Preferred construction**

The parties agree that a construction of this lease that results in all provisions being enforceable is to be preferred to any other construction.

40.2 Severance

If, despite the application of clause 40.1, a provision of this lease is illegal or unenforceable:

- 40.2.1 if the provision would not be illegal or unenforceable if a word or words were omitted, that word or those words are omitted; and
 - 40.2.2 in any other case, the whole provision is omitted,
- and the remainder of this lease continues in force.

41 GENERAL**41.1 Counterparts**

This lease may be executed in any number of counterparts and all the counterparts together constitute one and the same instrument.

41.2 Power of attorney

If this lease is executed under power of attorney, each attorney executing this lease warrants that, at the time of executing this lease, he or she has no notice of revocation of the power of attorney under the authority of which this lease is executed.

41.3 Party preparing document not to be disadvantaged

No rule of contract interpretation must be applied in the interpretation of this lease to the disadvantage of one party on the basis that it prepared or put forward this lease or any document comprising part of this lease.

41.4 Governing law

This lease is governed by the laws of Victoria.

42 INTERPRETATION

In this lease, unless the contrary intention appears:

- 42.1 if there is an inconsistency between a special condition in Item 17 of the Reference Schedule and another provision of this lease, the special condition prevails;
- 42.2 the singular includes the plural and vice versa;
- 42.3 a reference to a document or instrument, including this lease, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 42.4 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 42.5 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 42.6 words importing one gender include other genders;
- 42.7 other grammatical forms of defined words or expressions have corresponding meanings;
- 42.8 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 42.8.1 two or more parties; or
 - 42.8.2 a party comprised of two or more persons,
 is made or given and binds those parties or persons jointly and severally;
- 42.9 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 42.10 a recital, schedule, annexure or description of the parties forms part of this lease;
- 42.11 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 42.12 if an act required to be done under this lease on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 42.13 all monetary amounts are in Australian dollars;

- 42.14 a party that is a trustee is bound both personally and in its capacity as trustee;
- 42.15 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist, been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity; and
- 42.16 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this lease.

SCHEDULE 1 PLAN OF PREMISES

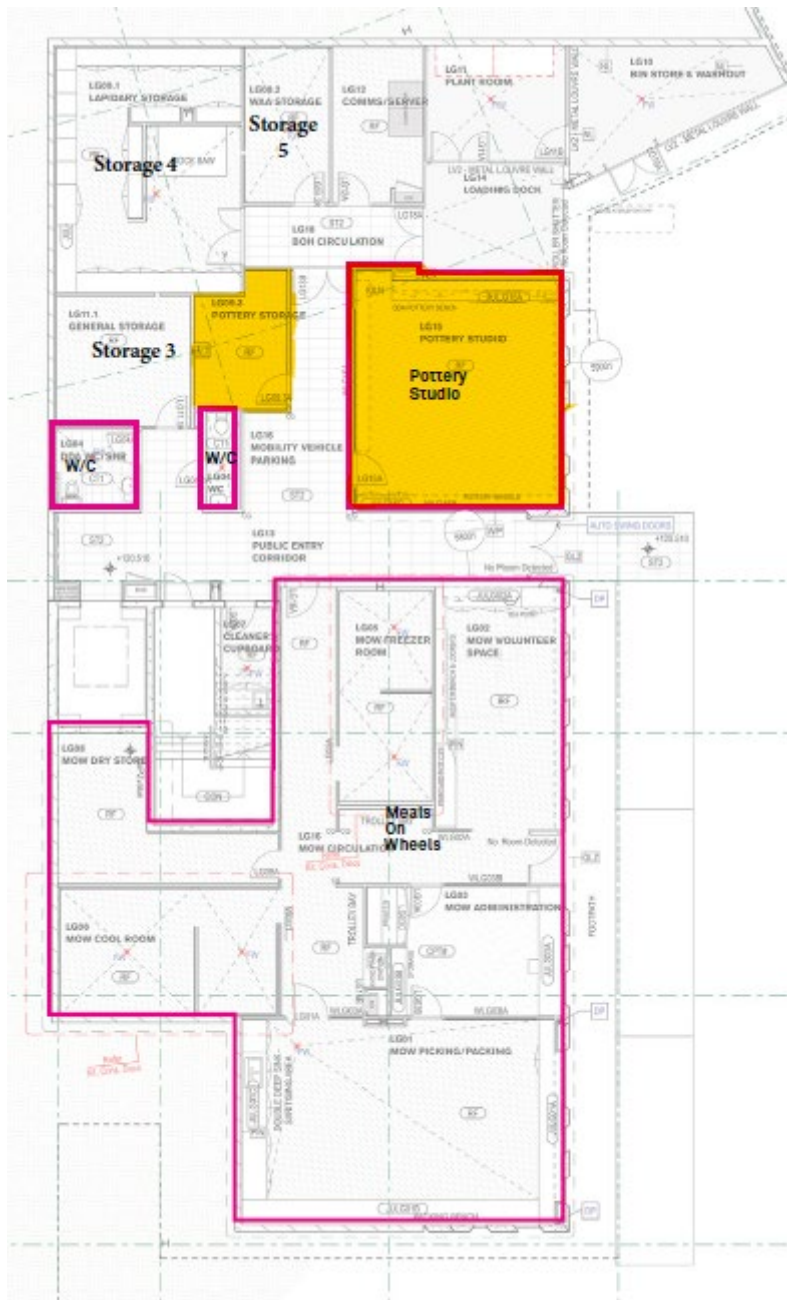
TENANT:

PREMISES ADDRESS:

Suite ##/96 -106 Springvale Road, Nunawading
TBC

DESCRIPTION OF PREMISES:

Floor plans of leased area shown edged black and shaded blue. It is identified on the plan as Council Managed Land Number C0269 and Council Building Identification Number B554 below:



**SCHEDULE 1
PLAN OF PREMISES (Cont'd)**

Location plan below:



**SCHEDULE 2
MAINTENANCE SCHEDULE**

CITY OF WHITEHORSE

Maintenance Schedule

LAND AND BUILDING

Nunawading Community Hub – Pottery Studio

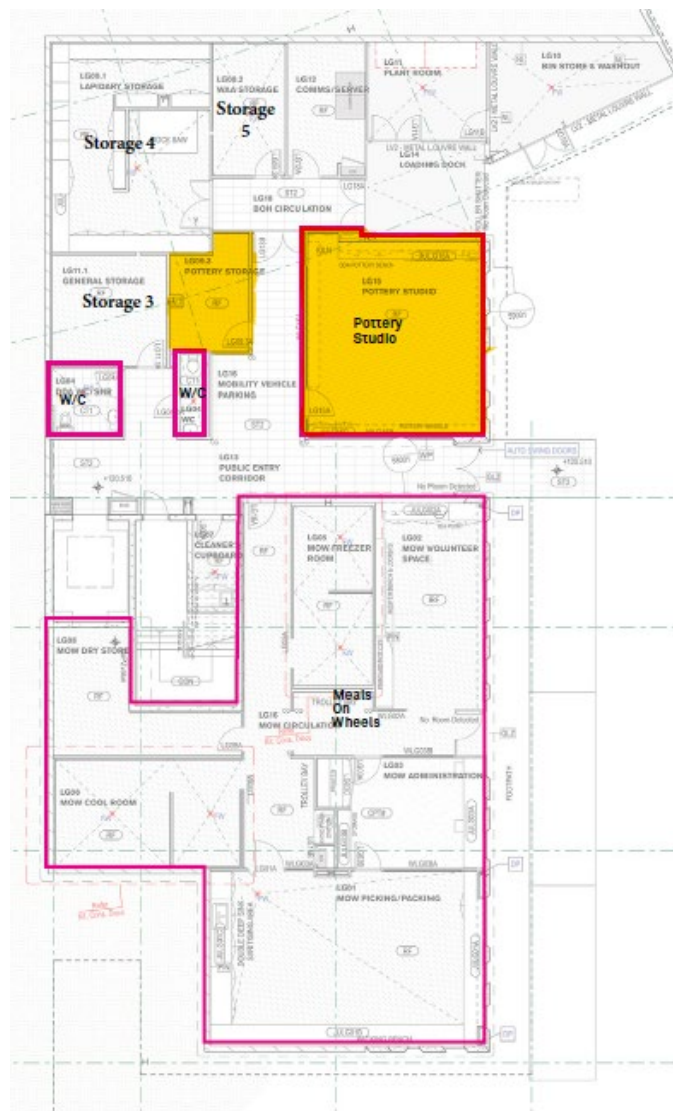
SCHEDULE 2 MAINTENANCE SCHEDULE (Cont'd)

MAINTENANCE SCHEDULE COUNCIL OWNED BUILDINGS ON COUNCIL OWNED LAND

These are general guidelines for a lease of Council's land where the Building and/or other improvements belong to Council. It is not definitive and does not cover all situations. In case of doubt, with the absence of specific guidelines in this Schedule, the Lease prevails. Unless the context requires otherwise, all capitalised terms not defined in this Schedule have the same meaning as in the Lease.

The Nunawading Community Hub Coordinator is the primary contact for the Tenant, including maintenance and any Works (as defined in the Lease) to the Premises.

The full extent of the Tenant's Lease of Premises is shown below in the outlined section labelled 'Pottery Studio & Pottery Storage'.



SCHEDULE 2 MAINTENANCE SCHEDULE (Cont'd)

Alterations, additions or improvements to the Premises

Tenant

The Tenant must obtain prior written approval from the Landlord (which may be given or withheld at the Landlord's absolute discretion and given with conditions) before any Works are undertaken. Any Works should be minor in nature and should be within the existing design and regulatory confines of the building/space. Adequate notice must be provided and Council shall not be responsible for any delays. Landlord's approval is a process that may include employing external consultants and require Council approval etc. which may cause delay.

For the Landlord to consider whether or not to approve any Works, refer to the process in clause 11.9.2 of the Lease which includes delivering the following documents to the Landlord:

1. Copy of all drawings and specifications and a program of Works to the Landlord in such format including electronic format;
2. Make all variations to the drawings, specifications and a program of Works reasonably required by the Landlord and deliver further copies to the Landlord in such format, including electronic format, as the Landlord may require;
3. Deliver a detailed quote for the cost of completing the Works (including the cost of all materials to be used) certified by a qualified consultant to be bona fide estimate of the cost of completing the Works;
4. Obtain all approvals and permits necessary for the Works and deliver one copy to the Landlord;
5. The proposed Works should be undertaken by suitably qualified builder approved to work in commercial buildings. The builder will be requested to submit relevant OH&S documentation in addition to company registration details, insurances etc. Final compliancy certificates including builder warranties to be obtained and copies to be submitted to the Landlord.
6. The Tenant must effect and maintain the insurance for the Works

Any Works will be at Tenant's cost. However, the Tenant may apply for the Landlord to consider funding the Works. The Landlord may (at its absolute discretion) fund Works at the Premises either in full or in part (or not at all), and any funding of Works will at all times remain subject to the Landlord's annual budget process. In the event that the Landlord does not carry out or fund Works, the Landlord is not liable to pay the Tenant any compensation.

Landlord

Landlord will undertake any Landlord's Works at a time mutually agreed between Tenant and Landlord.

Maintenance, Repairs and Cleaning

Landlord

The Landlord shall be responsible for repair and/or replacement of Landlord's Property only due to fair wear and tear.

Where repairs and/or replacement of Landlord's Property required due to the Tenant or Tenant's Agent misuse or failure to act or omission to act, all repairs and/or replacement of items will be at Tenant's cost.

Maintenance and repairs may be coordinated by the Landlord regardless of Landlord or Tenant's responsibility to ensure Works meet Council standards. Where the cost of the repair and/or replacement is the Tenant's responsibility, the Landlord will recover the cost for doing the maintenance or repairs unless written authorisation is granted to the Tenant from the Nunawading Community Hub Coordinator to carry out the required repair and/or replacement. All maintenance and repair work carried out by the Tenant is to be undertaken by a suitably qualified professional tradesperson and must be approved by the Nunawading Community

SCHEDULE 2 MAINTENANCE SCHEDULE (Cont'd)

Hub Coordinator and will be required to undergo an induction process prior to commencement of work.

Tenant

The Tenant shall be responsible for repair and/or replacement of Tenant's Property. All maintenance and repairs of the Tenant's Property will be at Tenant's cost.

The Tenant must keep the Premises properly cleaned. Cleaning of the premises as specified in clause 11.7 of the Lease includes interior surfaces of any windows and doors, the Landlord's Property and Tenant's Property.

The Tenant must promptly give written notice to the Landlord (as per clause 11.5 of the Lease) which includes but is not limited to:

1. Any defect or damage to the Premises, the Landlord's Property or any of the Utilities of the Essential Safety Measures;
2. Service by any authority of a notice of order affecting the Premises;
3. Any hazards arising from, threatening or affecting Premises of the Tenant's Property

All maintenance requests by the Tenant need to be sent in writing to the Landlord (unless the matter is an emergency) detailing:

1. The type of maintenance required;
2. Who is making the request (including the name of person and contact details); and
3. Where the damage is located.

Vandalism, break-ins or an act of nature

Where the damage is not directly caused by the Tenant including vandalism, graffiti, break-ins or an act of nature such as storm, fire, hail stones or flood, the party responsible for insurance is to be responsible for the repair. It is recommended that the Tenant (and any approved sub-tenant or licensee) obtains adequate contents insurance (including fit outs) and insures the Tenant's Property against loss, damage or destruction by any cause (including but not limited to desks, computers and cabinets, even if fixed to the walls). The Landlord is in no way responsible for any loss caused by the Tenant's failure to effect, or failure to effect for a sufficient amount, contents insurance or any other insurances.

Please contact the Nunawading Community Hub Coordinator on 9878 5555.

Other contact details are as follows:

Leisure and Recreation Services	After Hours Emergencies Only
<p>Mail: Nunawading Community Hub City of Whitehorse Locked Bag 2 Nunawading Delivery Centre, 3110</p> <p>Email: NCH@whitehorse.vic.gov.au</p> <p>Phone: 03 9878 5555</p>	<p>Phone Councils after hours service (for urgent matters only): 03 9262 6333</p>

Please read this Schedule in conjunction with the Lease document to fully understand the Tenant's responsibilities in relation to the Lease of the Land and Buildings.

SCHEDULE 2 MAINTENANCE SCHEDULE (Cont'd)

The Maintenance Schedule is divided into the following categories:

1. Essential Services
2. Maintenance Responsibilities
- 3.

		Tenant Responsibility	Council Responsibility
1.	Essential Services		
1.1.	Air Conditioning and Heating	Nil – report all outages Cost of repairs or replacement if damaged due to misuse.	Service/ inspection and maintenance of existing equipment as per legislative requirements. Replacement at end of useful life.
1.2.	Exit and Emergency Lighting (where fitted)	Nil – report all outages Cost of repairs or replacement if damaged due to misuse.	Replacement and testing as per legislative requirements
1.3.	Emergency Exits and Egress	Maintain clear paths of travel to and from as per legislative requirements	Inspections as per legislative requirements
1.4.	Exhaust Fans, Extraction units incl. Range Hoods	Cleaning and maintenance as per legislative requirements	Inspections as per legislative requirements
1.5.	Fire Services (e.g. extinguishers)	Cost of replacement if misused or missing. Report all use.	Service/ inspection and maintenance of equipment as per legislative requirements.
1.6.	Risk Management	Ensure no build-up of combustible materials.	

TENANT'S OBLIGATIONS -

Further to the above Essential Services Maintenance responsibilities, the Tenant must:

- Not interfere with, alter or limit the operation or effectiveness of any Essential Safety Measure;
- Immediately advise the Landlord and confirm in writing any alteration, breakdown or theft of or damage to any Essential Safety Measure;
- Allow the Landlord or its appointed agent to enter the Premises at any reasonable time on the provision of reasonable notices (except in the case of an emergency when the requirement for notice shall be waived) to inspect and maintain any Essential Safety Measure; and
- Provide to the Landlord all documentation required in order to establish and maintain records of maintenance checks, services and repair work for any Essential Safety Measure

Tenant Responsibility			Council Responsibility
2.	Maintenance Responsibilities		
2.1.	Alarm System/CCTV	Must obtain written approval from Council prior to installing an alarm system/CCTV to the entire Premises or part of the Premises and Council has final say on method and location of installation. Full responsibility to install, monitor, maintain, repair and replace (if approved) at the Tenant's cost. Alarm system must allow for multiple 4 digit maintenance codes.	<i>Where an alarm system is approved</i> - Council is to input a 4 digit code into alarm system to allow access for circumstances including: building maintenance, condition audits, emergency response, completing routine Essential Safety Measures inspections and to conduct regular inspections for the purposes of preparing Annual Essential Safety Measures Reports.
2.2.	Tenant Appliances (Kettles, fans, food processing, lamps, printer, stereo etc).	Repair and replacement. See also section 2.8 below.	Nil
2.3.	Alterations to buildings	Always obtain Council's approval before carrying out any changes. All proposals to be submitted to Nunawading Community Hub Coordinator.	Assess and respond to all proposals
2.4.	Building (Building fabric, structural elements, walls, windows, roofs, foundations, steps, stairs, decks etc.)	Cost of repairs if damaged due to misuse including damage from application of drawing pins, blu tack or similar.	Inspections as per Audit regime. All maintenance, repairs and replacement.
2.5.	Cleaning	Full responsibility internal cleaning. Floors and surfaces must be wet mopped after each class.	Nil
2.6.	Curtains, Drapes and Blinds	Regular cleaning and cost of replacement and repair if damaged due to misuse.	Minor adjustments and repairs. Replacement at end of useful life.
2.7.	Electrical Services, Installations and Fittings	Cost of all new circuits (Power and Lighting) and upgrades to mains required to facilitate installation of fixtures proposed by Tenant.	Repair and replacement of all electrical services including Mains Supply, Switchboards, General Purpose Outlets, Power Outlets, Switches and Light Fittings. (Does not include Electrical Appliances).
2.8.	Electrical Appliances - Testing and Tagging	Provide updated register to Council. Ensure all used equipment is tagged prior to being brought onto the Premises Ensure all appliances and leads used are in safe working conditions at all times. New appliances do not require testing until next scheduled Test and Tag.	Responsibility to Test and Tag electrical appliances annually as listed on the Tenant provided appliance register (template attached).
2.9.	Fittings - doors, built-in joinery, cupboard doors, hardware etc.	Regular cleaning. Cost of minor adjustments, repairs and replacement if damaged due to misuse.	Minor adjustments and repairs. Replacement at end of useful life.
2.10.	Floor Coverings	Regular cleaning and cost of replacement if damaged due to misuse. Cost and maintenance of any additional Tenant installed floor coverings (subject to Council approval).	All repairs. Replacement at end of useful life
2.11.	Tenant Furniture - shelving and equipment, chairs etc	Full responsibility. All erecting, repairs and replacement. Always obtain Council's approval before carrying out any changes.	Nil
2.12.	General minor works (hooks, cupboard locks, minor repairs, adjustments etc.)	Installation and repairs as required. Always obtain Council's approval before carrying out any changes.	Nil

2.13.	Glass (Internal)	Regular cleaning and cost of replacement if damaged due to misuse	Normal replacement due to wear and tear, vandalism and structural fault
2.14.	Hazardous Materials (including chemicals)	Not to be contained on the premises without Council's prior written approval. If approval granted all regulatory requirements for use and storage to be adhered to.	Nil
2.15.	Internal (walls, ceilings, partitions, movable walls, windows, roller shutters etc.)	Regular cleaning and cost of repairs or replacement if damaged due to misuse.	All repairs.
2.16.	Keys and locks. Swipe access.	Cost of replacement of additional and lost Council System keys and passes, including re-keying. Maintain key/pass register.	Provision of all Council System keys, passes and locks to internal and external doors. (Cupboard locks not included)
2.17.	White goods and specialty equipment	Full responsibility	Nil
2.18.	Painting	Cost of painting if required due to misuse.	All painting as per Programmed Maintenance Schedule.
2.19.	Pest Control	Maintain premises in clean condition and free from refuse to deter rodents and vermin.	All pest control as required
2.20.	Plumbing, including Sinks, drains, Hot Water Units, gas, sewer and storm water.	Cost of repair if damaged due to misuse. Cost of all blockages due to misuse. Cost of all Tenant requested new installations and upgrades.	All Plumbing maintenance, repair and replacement works.
2.21.	Signage	Installation, maintenance and replacement of all signs relating to the Tenant. Council must approve all internal and external signage.	Installation, maintenance and replacement of all Council Corporate Signage.
2.22.	Service and Utility authorities, Gas Suppliers, Electricity Suppliers, Communications etc.	Payment of all charges and costs. Ensuring all addresses, service addresses and contact details are current and correct.	Nil
2.23.	Silt traps	Regular cleaning/maintenance of all silt traps specifically allocated for facilitation of the tenanted space. Engage qualified contractor to clean when full (As required).	Council to be notified of the cleaning/maintenance schedule.
2.24.	Storage Areas	Cost of repair and maintenance of shelving	Initial installation
2.25.	Telecommunications (telephone handsets, facsimile, broadband/ ADSL connections and associated equipment etc.) NBN, Optic Fibre	All service provider costs including installation and additional lines. Service, repairs and replacement of all Tenant equipment used for telecommunications. Always obtain Council's approval before carrying out any changes.	Nil
2.26.	Waste Disposal	General waste and recycling to be disposed of in the centre's waste and recycling bins. Industrial waste to be disposed of as per regulations.	Nil
2.27.	Kiln	Regular cleaning & maintenance of the kiln and cost of repairs or replacement if damaged due to misuse	Normal replacement due to wear and tear



Testing and Tagging Register

Site Electrical Appliances Register for _____

Responsible Persons Name _____

Signature _____

ID Number (if fitted)	Exact Location	Item	Make	Frequency	Test Date

**SCHEDULE 3
BUILDING RULES & INFORMATION**



Whitehorse
Leisure Facilities Building Rules

SEE NEXT PAGE

1. HEALTH AND SAFETY

1.1 First Aid & Emergency Information

First aid kits are available throughout the Facility. Facility staff are suitably qualified in administering First Aid and must be immediately notified of all incidents or situations that require first aid. If an individual associated with the User/Hirer provides first aid or files incident reports, copies of these must be provided to the Facility Manager as soon as possible. Users/Hirers must ensure that first aid is only provided by suitably qualified personnel. If an individual associated with the User/Hirer makes a call to emergency services, the User/Hirer must also notify Facility staff as soon as practicable.

In accordance with the *Occupational Health and Safety Act 2004* (Vic) and Worksafe Victoria guidelines, all notifiable incidents that occur at the Facility must be reported to Facility staff as soon as possible. A notifiable incident is defined as an incident that results in a fatality, serious injury or an incident which exposes a person in the immediate vicinity to an immediate risk to their health and safety. Notifiable incidents include:

- The death of any person
- A person requiring medical treatment within 48 hours of exposure to a substance
- Person requiring immediate treatment as an in-patient in a hospital
- The amputation of any part of his or her body
- A serious head injury
- A serious eye injury
- The separation of skin from underlying tissue (such as de-gloving or scalping)
- Electric shock
- Loss of bodily function (e.g. unconsciousness)
- Serious lacerations

In the event of an emergency either directly or indirectly affecting the area being hired by the Hirer, Facility staff may be required to evacuate the area being hired or the entire Facility.

Facility staff will maintain responsibility and control of the evacuation. Facility staff may formally or informally assign the Hirer with role/s or directions during an emergency situation. The Hirer and associated individuals and groups must obey directions given by staff.

1.2 Fire/Smoke Alarms and Location and Use of Fire Appliances

Fire detection devices are located throughout the Facility. Facility Management maintains the system and all faults should be immediately notified to the Facility Manager.

Portable fire extinguishers are located throughout the Facility and clearly marked. Facility staff are suitably qualified fire wardens and must be immediately notified of all incidents involving fire, smoke, alarms or suspected fire.

User/Hirer members should familiarise themselves with the location, manner of operation and the type of fire the fire extinguishers are most suited for. Extinguisher identification charts are located adjacent to each extinguisher. Any external fire hydrants and internal fire hoses **are for use by the fire brigade only** and are not to be used by others due to the difficulty and hazards in operating under high water pressure.

The use of any device with an open flame (candles, incense) as well as kerosene, spirit type lamps and pyrotechnics of any kind are not permitted within the Facility or the grounds of the Facility. Users/Hirers should contact the Facility Manager for clarification as to permitted equipment / devices if necessary.

1.3 Evacuation procedures

User/Hirer staff or volunteers assuming leadership positions may be required to undertake induction procedures prior to commencing their use of the Facility and at regular intervals as advised by the Facility Manager.

Evacuation procedures and maps are located throughout the building. Users/Hirers must ensure all their members are made aware of these.

Users/Hirers may be required to evacuate in the event of an emergency or a training drill. Facility staff will maintain responsibility and control of any required evacuation. Facility staff may formally or informally assign the User/Hirer with role(s) or directions during an emergency situation.

1.4 Risk management

Users/Hirers must comply with all occupational health and safety legislation and must take all reasonable precautions to ensure that any individuals associated with their User/Hirer are not placed at risk of social, emotional or physical harm. Users/Hirers must also comply with the risk management and safety requirements of any relevant governing body or association and their insurers, as well as the health and safety requirements of the Facility. Users/Hirers are responsible for conducting their own risk assessment prior to their use of the Facility.

In the event that any liquids are spilt, the User/Hirer must block off access immediately and clean the area. The area must be made safe before allowing access. Users/Hirers should notify Facility staff if cleaning supplies and/or assistance is required.

The use of ladders or standing on chairs is not permitted. Users/Hirers must ensure that all electrical equipment brought into the Facility has been test and tagged by a qualified person. Any electrical leads that may present a tripping hazard must be taped down.

Evacuation procedures and maps are located throughout the building. Users/Hirers must ensure all their members are made aware of these.

Users/Hirers may be required to evacuate in the event of an emergency or a training drill. Facility staff will maintain responsibility and control of any required evacuation. Facility staff may formally or informally assign the User/Hirer with role(s) or directions during an emergency situation.

1.5 Extreme Heat

Users/Hirers must ensure that they are aware of all relevant policies on carrying out sports and exercise in extreme heat (including those of any relevant governing body or association) and must comply with the Facility extreme heat policy that includes:

Indoor Facilities:

- when the indoor temperature reaches 32°C and above, the User/Hirer must provide education to all individuals attending the Facility (including to carry their own water bottle and drink more fluids);
- when the indoor temperature reaches 38°C and above sports activities for those under 16 years must be cancelled; and
- when the indoor temperature reaches 40°C and above all sports activities must be cancelled.

Outdoor Facilities:

- when the outdoor temperature reaches 32°C and above, the User/Hirer must provide education to all individuals attending the Facility (including to carry their own water bottle and drink more fluids);
- when the outdoor temperature reaches 38°C and above sports activities for those under 16 years must be cancelled; and
- when the outdoor temperature reaches 40°C and above all sports activities must be cancelled.

1.6 Pandemic requirements

In the event of a pandemic, as declared by the World Health Organisation or the Australian Federal Government which affects the use of the Facility, and which includes the coronavirus (COVID-19) pandemic declared in March 2020 (**Pandemic**), each User/Hirer must:

- take all steps necessary to provide a safe environment for the Users/Hirers' staff/volunteers and members and any other individuals associated with the User/Hirer;
- implement and communicate good hygiene practices necessary to prevent the spread of the Pandemic; and
- comply with any directions made or guidelines provided by the Australian Federal Government, the State Government of Victoria, Council or any other relevant authority in respect of the Pandemic which affect the Users/Hirers access to the Facility or activities conducted at the Facility.

2. GENERAL INFORMATION

2.1 Booking Procedures

Bookings for all spaces within the Facility are made through the Facility Manager's office. All booking requests must be in writing and are subject to availability.

2.2 Insurance

Council insures all buildings and fixtures and will maintain appropriate public liability insurance cover for risks associated with Council's relationship within the building.

Council is not responsible for damage to or the loss, theft or removal of any property brought or left by any person in or upon any part of the Facility and Users/Hirers are responsible for any required insurance.

2.3 Maintenance

Faults, repairs and any maintenance issues should be reported to the Facility Manager. Users/Hirers must take all reasonable precautions to protect the Facility (including floors) from stain or damage, including by ensuring that appropriate non-marking footwear is worn at all times and that no equipment or furniture is dragged across any floor.

2.4 Cleaning, Rubbish and Recycling

Recycling and general waste bins are located throughout the Facility. Additional or excessive waste requirements by Users/Hirers are the responsibility of each User/Hirer.

2.5 Common Areas

All common areas within the Facility must be left in a clean and tidy condition at all times. Common areas are not to be used to store anything and must be kept clear at all times. If there are any cleaning issues within the Facility a staff member must be notified immediately.

2.6 Children

All children under the age of 10 are to be actively supervised by a responsible parent or guardian over the age of 16 at all times whilst in the Facility.

2.7 User behaviour

Users/Hirers must not unlawfully discriminate or promote discrimination towards any individual or group of individuals whilst using the Facility and must comply with the requirements of the *Disability Discrimination Act 1992* (Vic) and the *Equal Opportunity Act 1995* (Vic). Users/Hirers must ensure that no racial or religious vilification takes place by any individuals associated with the User/Hirer. Users/Hirers must ensure that all individuals associated with the User/Hirer show respect to Facility staff and other users of the Facility at all times and must not do anything or permit anything to be done which is or may be a nuisance or annoyance to Facility staff or other users of the Facility.

Council will not tolerate acts including, but not limited to:

- Noxious, offensive or immoral behaviour;
- Explicit language;
- Threatening behaviour;
- Aggression; and
- Interference with other hirers or patrons.

Offenders may be evicted from the Facility and the matter may be referred to the Police.

Users/Hirers must comply with the behavioural guidelines of any relevant governing body or association and sports groups must comply with the Victorian Code of Conduct for Community Sport (VCCCS). Council actively encourages inclusive practices and participation across all facilities and those hiring our facilities.

The User/Hirer must comply with, and ensure that all individuals associated with the User/Hirer comply with, all reasonable requests or directions given by the Facility Manager and any other Facility staff for the management and operation of the Facility.

Facility staff should be immediately notified of any behaviour that does not comply with these rules. Facility staff may exclude or remove any person from the Facility who does not comply with these rules or who is believed to be under the influence of drugs or alcohol or who has been declared a prohibited person by Whitehorse City Council regardless of their relationship with the User/Hirer.

2.8 Staff Qualifications and Working with Children

Users/Hirers are responsible for ensuring all staff/volunteers have the required qualifications/accreditations to perform their role on behalf of the User/Hirer and must comply with the requirements of the *Working with Children Act 2005* (Vic). This may include a Working with Children Check (**WWC Check**) and/or coaching accreditations. Users/Hirers must provide any documentation as to qualifications/accreditations reasonably requested by Facility staff.

2.9 No smoking, alcohol or illicit drugs

Smoking and the use of e-cigarettes is not permitted anywhere within the Facility and 10 metres from entrances. The use, consumption or possession of illicit drugs is not permitted anywhere within the Facility. The consumption or possession of alcohol is not permitted anywhere within the Facility unless the User/Hirer has sought and obtained the consent of the Facility Manager to the consumption of alcohol at a specified event or activity. If consent to the consumption of alcohol is provided, the Users/Hirers must ensure that any such consumption is moderate and reasonable.

2.10 Animals

No animals other than guide or assistance dogs to enter are permitted inside the Facility.

The Sportlink Outdoor Court Animal Policy applies.

2.11 Catering (Nunawading Community Hub only)

Subject to availability, and to the Hirer making a request with Facility staff, Facility staff may make the Nunawading Community Hub kitchen available to the Hirer for the preparation of food. If exclusive use is required, this will need to be booked as part of the Hire Agreement, however Council does not guarantee that exclusive use will be available.

Hirers must supply all crockery, cutlery and glassware as required and must remove said equipment from the premises at the end of the booking time.

The storage of food and/or beverages within the facility is not permitted.

Food and/or beverage must not be left in communal areas and is to be disposed of or taken off the premises at the completion of the booking.

The Hirer must provide their own tea & coffee supplies and will be allocated a tea point by Facility Manager upon arrival for their booking.

Alcoholic beverages of any kind shall not, directly or indirectly, be sold, supplied or consumed at the Hire Area without an appropriate liquor licence, a copy of which must be provided to the Facility Manager prior to the date of hire, and the Facility Manager's prior written approval (which approval may be granted, withheld or revoked in the Facility Manager's absolute discretion).

Portable cooking equipment (electric frypans, slow cookers etc.) and/or BBQ's are not permitted to be used inside the building.

SCHEDULE 4
LANDLORD'S PROPERTY (PHOTOS)

Pottery bench and cupboards





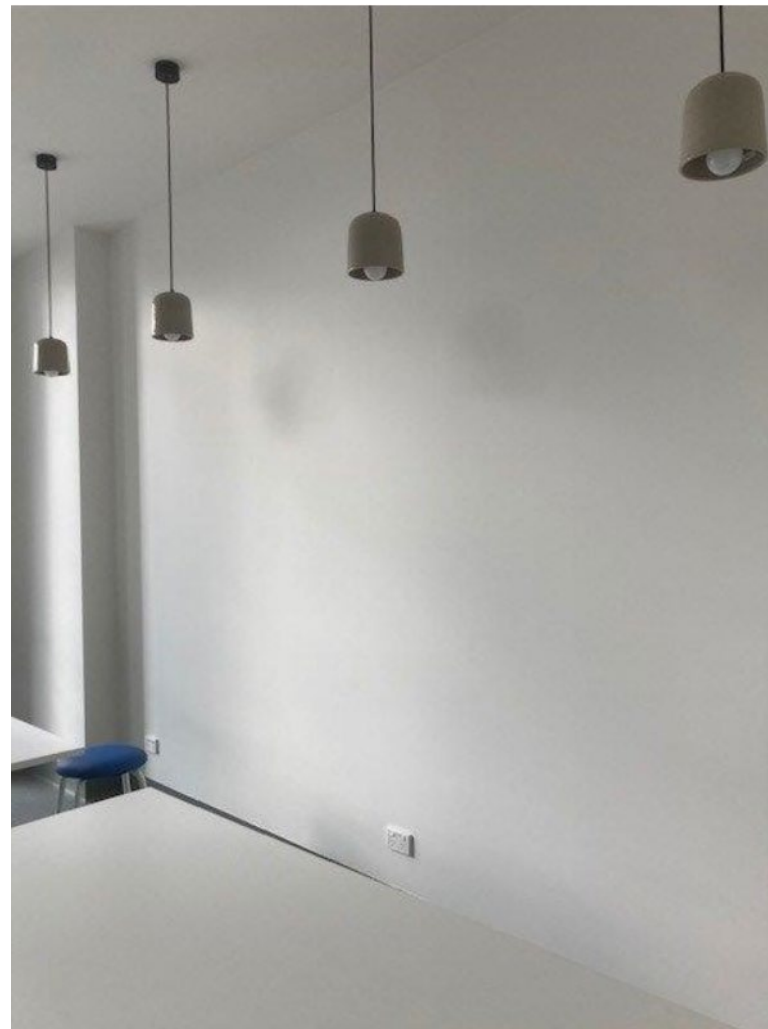
Potter Studio Entrance



Pottery Kiln Controller



Pottery Kiln



Pottery Studio Lighting



Pottery Studio



Pottery Sink



Pottery Room