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Date / /2017

Lease

Premises: Ground floor, 126 Moor Street, Fitzroy

Yarra City Landlord
and

Inc

Interstate office
Sydney
Affiliated offices
Adelaide, Beijing, Brisbane, Colombo,
Dubai, Hong Kong, Jakarta, Kuala Lumpur,
Manila, Mumbai, New Delhi, Perth,
Singapore, Tianjin

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Schedule

- | | | |
|-----|--|---|
| 1. | Date of this Lease: | The day of |
| 2. | Landlord: | Yarra City Council of 333 Bridge Road,
Richmond 3121 |
| 3. | Tenant: | |
| 4. | Premises: | The premises known as part of Ground floor 126
Moor Street, Fitzroy 3065 and shown on the plan
attached as Annexure B |
| 5. | Term: | |
| 6. | Commencement Date: | |
| 7. | Rent during the Term | \$.00 plus GST per annum. |
| 8. | How the Rent is to be paid: | By equal calendar monthly instalments in advance
commencing on the Commencement Date and on
the following 1 st day of each month |
| 9. | Use of the Premises: | |
| | | The Tenant warrants that no part of the Premises
will be used for the retail of provision of goods or
services as defined under the Act. |
| 10. | Last date for exercising the Option for
the Further Term: | Not applicable |
| 11. | Further Term(s): | Not applicable |
| 12. | Rent During Further Term: | Not applicable |

Lease

THIS LEASE is made on the date specified in Item 1.

BETWEEN

The Landlord

AND

The Tenant

Background

THE PARTIES AGREE

1. DEFINITIONS

In this Lease, unless expressed or implied to the contrary:

Adjustment has the same meaning given to that term in the GST Act.

Adjustment Note has the same meaning given to that term in the GST Act.

Building means the building of which the Premises forms part.

Building Rules means the rules made in accordance with clause 23, a copy of which is attached as Annexure C.

Commencement Date means the date specified in Item 6.

Consideration means consideration payable under this Lease in return for a Taxable Supply, but does not include any amount on account of GST.

Landlord means the Landlord named in Item 2 and includes the Landlord's successors and assigns and where it is consistent with the context includes the Landlord's employees and agents.

Landlord's Fixtures includes all those fittings, fixtures, and chattels contained in the Premises at the Commencement Date (if any) or installed by the Landlord during the Term.

Current CPI means the CPI number for the quarter ending immediately prior to the relevant Year.

Further Term means the Further Term (if any) specified in Item 0.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (as amended).

GST has the same meaning given to that term in the GST Act.

Input Tax Credit has the same meaning given to that term in the GST Act, but also includes a reduced input tax credit under Division 70 and an adjusted input tax credit under Division 132 of the GST Act.

Item means an item in the Schedule.

Premises means the land specified in Item 4 including any buildings on the land and the Landlord's Fixtures.

Previous CPI means the CPI number for the quarter ending immediately before the latest of the Commencement Date or the last date when the Rent was reviewed or adjusted.

Recipient has the same meaning given to that term in the GST Act.

Rent means the amount specified in Item 7 and, if applicable Item 0 as adjusted under this Lease.

Schedule means the Schedule at the front of this Lease.

Special Conditions means the clauses (if any) specified in Annexure A.

Supplier means the entity making a Supply to the Recipient.

Supply has the same meaning given to that term in the GST Act.

Tax Invoice has the same meaning given to that term in the GST Act.

Taxable Supply has the same meaning given to that term in the GST Act.

Tenant means the Tenant named in Item 3 and includes the Tenant's successors and assigns and where it is consistent with the context includes the Tenant's employees, agents, invitees and persons the Tenant allows on the Premises.

Term means the term specified in Item 5 and includes any extension or overholding.

Year means each year of this Lease specified in Items 5 and 11 (the first year commencing on the Commencement Date).

2. LEASE

The Landlord leases the Premises to the Tenant for the Term starting on the Commencement Date. Where the Landlord is required to give notice of its intention to enter into this Lease pursuant to section 190 of the *Local Government Act 1989* (Vic) (**Act**), the grant of this Lease is subject to the Landlord resolving to enter into this Lease pursuant to section 223 of the Act.

3. PAYMENTS BY THE TENANT

3.1 Payment of Rent

The Tenant must pay the Rent to the Landlord in the manner specified in Item 0.

3.2 Rates and Taxes

The Tenant must pay all rates, taxes (including land tax assessed on the basis that the Premises are occupied by the Tenant) and all other charges and levies

separately assessed in connection with the Premises (**Rates and Taxes**). If the Rates and Taxes are not separately assessed for the Premises, the Tenant must pay or refund to the Landlord the proportion of the Rates and Taxes that the area of the Premises bears to the total lettable area assessed within 14 days of receipt of a written notice from the Landlord.

3.3 Services

The Tenant must pay for all services in connection with the Premises including electricity, gas, water, garbage collection and telephone (**Services**). Where the Premises are not separately metered, the Tenant must at the discretion of the Landlord either:

- 3.1.1 pay to the Landlord the proportion of the charges for the Services that the area of the Premises bears to the total area assessed within 14 days of receipt of a written notice from the Landlord; or
- 3.1.2 pay for the cost of installing separate meters to assess the charges for the Services.

3.4 Costs and Duty

The Tenant must pay to the Landlord within 7 days of demand:

- 3.1.3 stamp duty on this Lease (including penalties and fees) and any other document in connection with this Lease;
- 3.1.4 the Landlord's reasonable costs in giving any consent or approval under this Lease; and
- 3.1.5 the Landlord's costs (including charges on a solicitor-own client basis) incurred as a result of a breach of this Lease by the Tenant.

3.5 Interest on Late Payments

The Tenant must pay to the Landlord on demand interest at the rate per annum equal to the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic) on any money payable by the Tenant under this Lease and remaining unpaid for 7 days. Interest will be computed from the date on which such payment became due.

3.6 No Deduction or Right of Set-off

The Tenant must pay all amounts due under this Lease to the Landlord without deduction or right of set-off.

4. GST

4.1 GST Exclusive

Except as otherwise provided by this clause, all Consideration payable under this Lease in relation to any Supply is exclusive of GST.

4.2 Increase in Consideration

To the extent that any Supply under this Lease constitutes a Taxable Supply, the Consideration payable by the Recipient to the Supplier will be increased by the applicable amount of GST (**GST Amount**), which shall be calculated by multiplying the amount upon which GST is payable by the prevailing rate of GST.

4.3 Payment of GST

Any GST Amount must be paid by the Recipient to the Supplier at the same time and in the same manner as the relevant Consideration is paid or given under this Lease, without any right of set-off or deduction (unless otherwise provided in this Lease).

4.4 Reimbursements

If this Lease requires the Recipient to pay, reimburse or contribute to any expense, loss or outgoing suffered or incurred by the Supplier (**Relevant Expense**), the amount which the Recipient must pay, reimburse or contribute will be the amount net of any Input Tax Credits to which the Supplier is entitled in respect of the Relevant Expense, together with any GST Amount if the payment, reimbursement or contribution constitutes a Taxable Supply by the Supplier to the Recipient.

4.5 Tax Invoice

The Supplier must provide to the Recipient a valid Tax Invoice at or prior to the time of payment of any GST Amount.

4.6 Adjustments & Adjustment Notes

To the extent that any Adjustment occurs in relation to a Taxable Supply, the Supplier must issue an Adjustment Note to the Recipient within 7 days of becoming aware of the Adjustment, and any payment necessary to give effect to such Adjustment must be made within 7 days after the date of receipt of the Adjustment Note.

5. MARKET RENT REVIEW

5.1 Landlord's Notice

If 'market' is specified in Items 7 or 12 for any Year, the Landlord may give a notice to the Tenant (**Landlord's Notice**) specifying the market rent for the relevant Year. If the Landlord does not give a notice to the Tenant, the Tenant must continue to pay the Rent payable immediately prior to the relevant Year.

5.2 Tenant's Objection

The market rent nominated by the Landlord in the preceding sub-clause will be the Rent which the Tenant must pay from the commencement of the relevant Year, unless the Tenant gives a written notice to the Landlord within 14 days of receipt of the Landlord's Notice (time is of the essence) objecting to the market rent specified by the Landlord.

5.3 Dispute Over Rent

If the Tenant objects to the Landlord's Notice within the time and manner specified in the preceding sub-clause, then the Rent must be determined by a valuer who is appointed by the parties jointly and where the parties cannot agree on a valuer within 14 days of the Landlord receiving the Tenant's notice under the preceding sub-clause, either party may request the President of the Australian Property Institute (Victorian Division) or its successor body, to appoint a valuer (**Valuer**).

5.4 Determination of Valuer

The parties must instruct the Valuer, appointed under the preceding sub-clause, to determine a market rent for the Premises from the commencement of the relevant Year and in determining the market rent the Valuer must:

- 5.1.1 have regard to the terms of this Lease including the permitted use of the Premises;
- 5.1.2 disregard the value of the Tenant's fixtures and fittings (except where the Landlord has contributed to the cost of any such fixtures and fittings) and the goodwill of the Tenant's business;
- 5.1.3 where the Act applies, have regard to the guidelines contained in the Act for determining market rent; and
- 5.1.4 determine a market rent which is not less than the rent payable immediately prior to the relevant Year except this sub-clause 5.1.4 will not apply where the Act applies to this Lease.

In determining the Rent, the Valuer acts as an expert and not an arbitrator and the Valuer's decision is binding on the parties. The cost of a Valuer will be shared jointly by the parties.

5.5 Payment of Rent Pending Valuation

Until the Rent is agreed or has been determined by the Valuer, the Tenant must continue to pay to the Landlord the Rent payable immediately prior to the relevant Year. On the next due date for the payment of the Rent following the parties agreeing on the Rent, or the Valuer's determination of the Rent pursuant to the preceding sub-clause, the parties must make any necessary adjustments.

6. CPI ADJUSTMENT OF RENT

6.1 Calculation of Adjustment

If 'CPI' is specified in Items 7 or 12 for any Year, the Rent from the commencement of the relevant Year will be adjusted to an amount equal to the Rent immediately prior to the relevant Year multiplied by the Current CPI and divided by the Previous CPI.

6.2 Payment of Adjusted Rent

On the next due date for the payment of the Rent after the Tenant receives notice of the adjusted Rent from the Landlord, the parties must make any necessary adjustments as from the commencement of the relevant Year.

7. FIXED PERCENTAGE RENT INCREASE

If 'Percentage Increase' is specified in Items 7 or 12 then:

the Rent from the commencement of the relevant Year is increased by the percentage specified in Items 7 or 12 and

the Tenant must pay to the Landlord the increased Rent from the commencement of the relevant Year regardless of whether the Landlord has given a notice specifying the increased Rent or not.

8. REPAIRS, ALTERATIONS AND DAMAGE

8.1 Repairs and Maintenance

The Tenant must:

- 8.1.1 keep the Premises clean, tidy and in good repair;
- 8.1.2 keep the Premises in the same condition as they were in at the date the Tenant first entered occupation of the Premises (fair wear and tear excepted) including repairing or replacing anything in the Premises which is damaged or destroyed;
- 8.1.3 keep any gardens and grounds in the Premises in good condition, free from weeds and well watered;
- 8.1.4 pay the costs (if any) for the removal of waste and sewerage from the Premises; and
- 8.1.5 paint any parts of the Premises previously painted whenever reasonably required by the Landlord but not more than once every 3 years.

8.2 Failure to Repair and Maintain

If the Tenant does not carry out any repairs, maintenance or other works required under this Lease within 14 days of receiving written notice from the Landlord, the Landlord may enter the Premises to carry out such repairs, maintenance and works at any reasonable time after giving the Tenant reasonable notice. The cost of all such repairs, maintenance and works must be paid by the Tenant to the Landlord on demand.

8.3 Alterations and Works

The Tenant must obtain the prior written consent of the Landlord before carrying out any alterations or works on the Premises. The Tenant must ensure that any alterations or works on the Premises are carried out:

- 8.1.6 strictly in accordance with plans and specifications approved by the Landlord;
- 8.1.7 in a proper and professional manner;
- 8.1.8 to the Landlord's reasonable satisfaction and in accordance with the Landlord's reasonable requirements; and

- 8.1.9 in accordance with all rules and requirements of any authorities having jurisdiction over the Premises.

All alterations or works to the Premises revert to and become the property of the Landlord.

8.4 Notice of Damage

The Tenant must give the Landlord prompt written notice of any material damage to the Premises or anything likely to be a risk to the Premises or any person in the Premises.

9. INSURANCE

9.1 Insurances to be effected by the Tenant

- 9.1.1 The Tenant must maintain insurance in the joint names of the Landlord and the Tenant with an insurer approved by the Landlord for:

- 9.1.1.1 public liability for the amount of \$10 million concerning one single event (or such greater sum as required by the Landlord),
- 9.1.1.2 plate glass for the full replacement value (where there is any plate glass on the Premises); and
- 9.1.1.3 any buildings on the Premises against damage or destruction where the buildings have been constructed by or for the Tenant.

- 9.1.2 The Tenant acknowledges that the minimum amount of public liability insurance required under clause 9.1.1.1 above may be reviewed and adjusted at the option of the Landlord.

9.2 Conditions in Policies

The Tenant must ensure that the insurance policies effected by the Tenant contain a condition that the insurer will notify the Landlord at least 14 days before the policies lapse.

9.3 Cross-Liability Clause

The Tenant must ensure that the public liability policy includes a cross liability clause, extending the policy so that the words 'the insured' are considered as applying to each party comprising the insured, as though a separate policy has been issued to each of the parties, in the same manner as if that party were the only party named as the insured.

9.4 Payment and Production of Policies

The Tenant must pay all insurance premiums at least 14 days before the due date for payment and produce to the Landlord copies of the certificate of currency on or before each anniversary of the Commencement Date.

9.5 Not Invalidate Policies

The Tenant must not do anything which may make any insurance effected by the Tenant or the Landlord invalid or which may increase the insurance premiums. If the insurance premium increases, the Tenant must pay that increase.

9.6 Reimburse Building Insurance

The Tenant must pay to the Landlord, within 14 days of demand, the cost of any insurance premium to insure any buildings on the Premises against damage or destruction except where the Tenant has effected the insurance pursuant to clause 9.1.1.3.

10. USE OF PREMISES

10.1 Permitted Use

The Tenant must use the Premises for the use specified in Item 9 and not use the Premises for any other purpose.

10.2 Premises Unoccupied

The Tenant must not leave the Premises unoccupied for a period exceeding 30 consecutive days except where the Premises are vacant land.

10.3 No Warranty

The Landlord does not warrant that the Premises are suitable for any of the purposes or uses of the Tenant.

10.4 Compliance with Laws

The Tenant must comply with all laws and any requirements of any authority in connection with the Premises and the Tenant's use and occupation of the Premises.

10.5 Nuisance

The Tenant must not do anything in connection with the Premises which may cause a nuisance or interfere with any other person.

10.6 Licences and Permits

The Tenant must maintain all licences and permits required for the Tenant's use of the Premises and obtain the Landlord's prior written consent before varying any licence or permit or applying for any new licence or permit.

10.7 Security

The Tenant:

10.7.1 must keep the Premises secure at all times when the Premises is not being used by the Tenant; and

10.7.2 acknowledges that it bears sole responsibility for the security of the Premises and indemnifies and holds harmless Landlord against all claims

resulting from any damage, loss, death or injury in connection with the security of the Premises.

10.8 Signs

The Tenant must, at its own cost, erect a sign on the Premises which must:

- 10.8.1 clearly state the name of the Tenant,
- 10.8.2 be to the Landlord's reasonable satisfaction; and
- 10.8.3 comply with all local planning laws and requirements.

The Tenant must seek the prior written consent of the Landlord before displaying or affixing any other signs, advertisements or notices to any part of the Premises where such signs, advertisements or notices are visible from outside the Premises.

10.9 Heavy Equipment and Inflammable Substances

The Tenant must obtain the Landlord's prior written consent before bringing any heavy equipment or inflammable substances into the Premises except to the extent to which it is consistent with the use of the Premises.

11. REPORTING REQUIREMENTS

The Tenant must give to the Landlord:

- 11.1.1 within 60 days of the end of each financial year an audited financial report, including a statement of assets and liabilities and profit and loss statement for the Tenant for that financial year; and
- 11.1.2 within 14 days of the Tenant's annual general meeting, a written report detailing:
 - 11.1.1 the activities conducted by the Tenant during the preceding year and, where applicable, a list of the groups which have used the Premises and a list of times at which the Premises were used; and
 - 11.1.1 the office bearers appointed to the Tenant, their duties and the length of term of the office of each office bearer.

12. TENANT'S RULES AND CONSTITUTION

The Tenant must not:

- 12.1.1 amend its rules of incorporation or its "Statement of Purpose" without the prior written consent of the Landlord; and
- 12.1.2 undertake any activity or permit anything to be done which may cause it to cease being exempt from Commonwealth income tax under the *Income Tax Assessment Act 1997*.

13. LIQUOR AND GAMING LICENCE

13.1 Liquor Licence

The Tenant must:

- 13.1.1 seek the prior written consent of the Landlord before applying for any licence or permit under the *Liquor Control Reform Act 1998* (Vic) (**licence or permit**), or applying for any variation, removal, transfer, surrender or release of the licence or permit or nominating any person to be a licensee or permittee;
- 13.1.2 produce the licence or permit to the Landlord for inspection upon demand;
- 13.1.3 comply with any conditions of the licence or permit imposed by the Landlord;
- 13.1.4 comply with all conditions of the licence or permit and all laws relating to the licence or permit;
- 13.1.5 not allow the licence or permit to be cancelled or suspended;
- 13.1.6 renew the licence or permit and notify the Landlord in writing within 14 days of the renewal;
- 13.1.7 promptly notify the Landlord in writing if the licence or permit is cancelled or suspended or if the Tenant receives any notice, summons or fine in relation to the licence or permit;
- 13.1.8 indemnify the Landlord for any damages or costs incurred in relation to the licence or permit or a breach of this clause by the Tenant; and
- 13.1.9 surrender the licence or permit within 21 days of receiving a written notice from the Landlord, which the Landlord may give to the Tenant if the Tenant's use of the Premises is causing or likely to cause a nuisance to local residents.

13.2 Gaming Licence

The Tenant must seek the prior written consent of the Landlord before applying for any licence under the *Gaming Machine Control Act 1991* (Vic). The Landlord may withhold its consent or give its consent subject to such terms and conditions as Landlord may determine in its absolute discretion.

14. RELEASE, INDEMNITY AND LIABILITY

14.1 Release

The Tenant uses and occupies the Premises at its own risk and releases the Landlord from all claims resulting from any damage, loss, death or injury in connection with the Premises except to the extent that the Landlord is negligent.

14.2 Indemnity

The Tenant must indemnify and hold harmless the Landlord against all claims resulting from any damage, loss, death or injury in connection with the Premises and the use and occupation of the Premises by the Tenant except to the extent that the Landlord is negligent.

14.3 No Liability

The Tenant acknowledges and agrees that the Landlord will not be liable to the Tenant under this Lease (including but not limited to a breach of the covenant of quiet enjoyment or a derogation of the grant of this Lease) for any acts or omissions of the Landlord undertaken in any capacity including (but not limited to) in exercising any powers under the *Local Government Act 1989* (Vic) or the *Planning and Environment Act 1987* (Vic) except nothing in this clause releases Landlord from any obligations it owes to the Tenant under this Lease in its capacity as the owner of the Premises.

15. ASSIGNMENT AND SUB-LETTING

15.1 No Assignment or Sub-Letting

The Tenant must not deal with its interest in the Premises including assigning this Lease to a new tenant or sub-letting the Premises to a new tenant without the Landlord's prior written consent which consent may be given or withheld at the Landlord's discretion and, if given, be subject to such terms and conditions as Landlord may in its absolute discretion determine.

The Tenant must not deal with its interest in the Premises including assigning this Lease to a new tenant or sub-letting the Premises to a new tenant.

15.2 Change in Shareholding

The Tenant must seek the Landlord's prior written consent where the Tenant is a corporation (other than a corporation listed on any stock exchange in Australia) and it intends to effect a change in the control of the corporation as existed at the Commencement Date (whether occurring at the one time or through a series or succession of issues or transfers), or a change in the holding of more than one-half of the issued share capital, either beneficially or otherwise.

16. TENANT'S OBLIGATIONS AT THE END OF THIS LEASE

16.1 Tenant's Obligations

At the end of this Lease, the Tenant must:

- 16.1.1 vacate the Premises and give them back to the Landlord in a condition consistent with the Tenant having complied with its obligations under this Lease;
- 16.1.2 vacate the Premises and give them back to the Landlord in a state of repair and condition, fair wear and tear excluded, that is consistent with:
 - 16.1.2.1 the Tenant having complied with its obligations under this Lease; and
 - 16.1.2.2 where applicable, the condition report prepared by the Landlord confirming the state and repair of the Premises prior to the Tenant taking possession that is attached to this lease as Annexure C,

- 16.1.3 remove the Tenant's property and if required by the Landlord, remove any improvements made to the Premises by or for the Tenant and make good any damage caused by their removal; and
- 16.1.4 give to the Landlord all keys and other security devices for the purposes of obtaining access to the Premises.

16.2 Tenant's Property Left in Premises

Anything left in the Premises at the end of this Lease will become the property of the Landlord and may be removed by the Landlord at the Tenant's cost and at the Tenant's risk.

17. LANDLORD'S RIGHTS AND OBLIGATIONS

17.1 Quiet Enjoyment

As long as the Tenant does not breach this Lease, the Landlord must not interfere with the Tenant's use and occupation of the Premises except as provided by this Lease.

17.2 Dealing with the Premises

The Landlord may subdivide the Premises or grant easements or other rights over the Premises except where it will unreasonably interfere with the Tenant's use and occupation of the Premises.

17.3 Entry by Landlord

The Landlord may enter the Premises at any reasonable time after giving the Tenant reasonable notice to:

- 17.3.1 inspect the condition of the Premises; and
- 17.3.2 carry out any repairs or works required by any authority or law to be carried out to the Premises.

In an emergency, the Landlord may enter the Premises without giving notice to the Tenant.

17.4 Reletting and Sale

The Landlord may during:

- 17.4.1 the 3 months prior to the end of the Term affix a 'For Lease' sign on the Premises and show the Premises to intending tenants at any reasonable time upon reasonable notice to the Tenant; and
- 17.4.2 the Term, affix a 'For Sale' sign to the Premises and show the Premises to intending purchasers at any reasonable time upon reasonable notice to the Tenant.

Any sign erected by the Landlord must not unreasonably interfere with the Tenant's use and occupation of the Premises.

17.5 Landlord's Consent

Where the Landlord is required to give its consent under this Lease, the Landlord must not unreasonably withhold its consent but may give its consent subject to such conditions as the Landlord may reasonably determine.

18. DETERMINATION OF LEASE

18.1 Re-entry

The Landlord may re-enter the Premises and determine this Lease if:

- 18.1.1 any part of the Rent is in arrears for 14 days (whether or not the Landlord has demanded payment); or
- 18.1.2 the Tenant breaches this Lease and does not remedy the breach within 14 days of receipt of written notice from the Landlord.

18.2 Damages following Determination

If this Lease is determined by the Landlord, the Tenant agrees to compensate the Landlord for any loss or damage the Landlord suffers arising in connection with the Tenant's breach of this Lease including the loss of the benefit of the Tenant performing its obligations under this Lease up to the expiration of the Term.

18.3 Essential Terms

The essential terms of this Lease are clauses 3.1, 3.2, 3.3, 3.4, 4, 8.1, 9.1, 10.1, 15.1 and 16.1 and Special Condition 9.. The breach of an essential term is a repudiation of this Lease.

19. DESTRUCTION OR DAMAGE OF PREMISES

19.1 Reduction in Rent

If the Premises, or any part of the Premises, are destroyed or damaged to the extent that the Tenant cannot use or have access to the Premises then:

- 19.1.1 where the Premises were constructed by the Landlord, the Landlord will reduce the Rent by a reasonable amount depending upon the nature and extent of destruction or damage until the Tenant can use or have access to the Premises (except if the Tenant caused or contributed to the destruction or damage, or the Landlord's insurer is not legally required to reinstate the Premises because the Tenant caused or contributed to the destruction or damage); and
- 19.1.2 where the Premises were constructed by or for the Tenant, the Tenant must, if required by the Landlord, expeditiously reinstate the Premises and in doing so, the Tenant must comply with clause 8.3.

19.2 Reinstatement of Premises

Where the Premises were constructed by the Landlord, the Landlord may within 3 months from the date of damage or destruction, give notice to the Tenant:

- 19.2.1 terminating this Lease, where the Landlord considers that the damage or destruction is such that repairing it is impracticable or undesirable; or
- 19.2.2 that the Landlord will commence reinstatement of the Premises to a condition where the Tenant can use or have access to the Premises.

19.3 Tenant's Right of Termination

The Tenant may give written notice to the Landlord terminating this Lease where:

- 19.3.1 the Landlord does not give notice to the Tenant pursuant to clause 19.2; or
- 19.3.2 the Landlord does not commence reinstatement within 6 months of the date of damage or destruction.

The Landlord does not have to reinstate the Premises and will not be liable to pay the Tenant any compensation.

19.4 Dispute Resolution

If a dispute arises under this clause, either party may ask the President of the Australian Property Institute (Victorian Division) to nominate a practising member of that Institute to determine the dispute as an expert (**Valuer**). The parties will be bound by the determination of the Valuer and will share the fees of the Valuer equally.

20. FURTHER TERM AND OVERHOLDING

20.1 Option for a Further Term

The Landlord will meet with the Tenant no earlier than 6 months nor later than 3 months prior to the end of this Lease in order for the Landlord to decide whether it will grant a new lease for the Further Term to the Tenant and the Landlord may make this decision in its absolute discretion and subject to such terms and conditions as the Landlord may determine from time to time.

The Landlord will grant to the Tenant a new lease for the Further Term if the Tenant:

- 20.1.1 gives the Landlord written notice asking for a new lease, not earlier than 6 months or later than 3 months before the end of the Term (the last date for exercising the option for the Further Term is specified in Item 10);
- 20.1.2 is not in breach of any of the terms or conditions of this Lease at the date of giving the written notice or at the end of the Term;
- 20.1.3 complies with all reasonable requirements of the Landlord; and
- 20.1.4 pays the Landlord's reasonable costs for the preparation, negotiation and finalisation of the new lease and any guarantee and indemnity.

The new lease for the Further Term will commence on the day after this Lease ends and contain the same terms and conditions as this Lease but with no option for a further term where the last option for the Further Term has been exercised. The

Rent or the method to be used to adjust the Rent during the Further Term is specified in Item 12.

20.2 Overholding

If the Tenant continues in occupation of the Premises after the end of the Term, without objection by the Landlord:

- 20.2.1 the Tenant occupies the Premises subject to the same terms and conditions as contained in this Lease; and
- 20.2.2 the Landlord or the Tenant may end this Lease during any period of overholding by giving 30 days written notice to the other party expiring at any time.

21. GENERAL

21.1 Notices

Any notice required to be served under this Lease must be in writing and must be served by post, facsimile transmission or hand delivered to:

- 21.1.1 the Tenant at its address set out in this Lease, the Tenant's registered office address, the Premises, or the last known address of the Tenant; and
- 21.1.2 the Landlord at its address set out in this Lease or any other address notified in writing to the Tenant by the Landlord.

21.2 Entire Understanding

This Lease contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Lease and have no effect.

21.3 Waiver

If the Landlord accepts rent or any other monies under this Lease (before or after the end of this Lease) or does not exercise or delays exercising any of the Landlord's rights under this Lease, it will not be a waiver of the breach of this Lease by the Tenant or of the Landlord's rights under this Lease.

21.4 Special conditions

This Lease is subject to the Special Conditions. The Special Conditions override any inconsistent provisions in this Lease.

22. INTERPRETATION

22.1 Governing Law and Jurisdiction

This Lease is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Victoria and waives any right to object to proceedings being brought in those Courts.

22.2 Persons

In this Lease, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

22.3 Joint and Several

If a party consists of more than one person, this Lease binds them jointly and each of them severally.

22.4 Legislation

In this Lease, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

22.5 Clauses and Headings

In this Lease:

- 22.5.1 a reference to a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Lease; and
- 22.5.2 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Lease.

22.6 Severance

In this Lease:

- 22.6.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- 22.6.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Lease.

22.7 Number and Gender

In this Lease, a reference to:

- 22.7.1 the singular includes the plural and vice versa; and
- 22.7.2 a gender includes the other genders.

22.8 Exclusions

Section 144 of the *Property Law Act 1958* (Vic) is expressly excluded from the operation of this Lease.

23. LANDLORD MAY MAKE THE RULES

The Landlord may make Building Rules (which are not inconsistent with this Lease) for the safety, appearance, cleanliness and good management of the Building and must provide a

copy of any amended Building Rules to the Tenant within a reasonable time after amending the Building Rules.

Execution Page

EXECUTED by the parties as a deed on the date specified in Item 1.

THE COMMON SEAL of **INC** was affixed)
 by authority of its Board in the presence of:)
)
)

.....	Committee Member
.....	Full name
.....	Usual address
.....	Committee Member / Public Officer of the Association
.....	Full name
.....	Usual address

Signed, Sealed and Delivered for and on)
 behalf, and with the authority, of the **Yarra**)
City Council by the member of Council staff)
 occupying the position or title of or acting in)
 the position of Group Manager, Chief)
 Executive's Office in the presence of:)
)

Annexure A

Special Conditions

Amendments to Lease

The Landlord and Tenant acknowledge and agree that while Inc is the Tenant under this Lease, each of the following amendments are incorporated into this Lease:

1. Sponsorship Agreement

- 1.1 The Tenant acknowledges that the Landlord has subsidised the Rent payable by the Tenant under this Lease, and in doing so, is a major sponsor of the Tenant and its activities.
- 1.2 The Tenant acknowledges and agrees that:
 - 1.2.1 this Lease is conditional on the continued operation of the sponsorship agreement attached to this lease as Annexure F (**Sponsorship Agreement**); if the Sponsorship Agreement ends for any reason, the Landlord may re-enter the Premises and determine this Lease with immediate effect;
 - 1.2.2 if this Lease ends for any reason, Landlord may terminate the Sponsorship Agreement;
 - 1.2.3 a breach of the Sponsorship Agreement by the Tenant is a breach of this Lease; and
 - 1.2.4 a breach of this Lease by the Tenant will be a breach of the Sponsorship Agreement.
- 1.3 The Landlord may amend the terms of the Sponsorship Agreement at any time by written notice to the Tenant. The Tenant must do all thing reasonably necessary, and sign any documents required to give effect to a variation of the Sponsorship Agreement pursuant to this Special Condition 1.3.
- 1.4 If the Landlord exercises its right to determine this Lease in accordance with this Special Condition 1, the Landlord shall not be required to compensate the Tenant for any loss or damage that the Tenant may incur in consequence of the early determination of this Lease.

2. Waste Disposal

The Tenant must regularly and at its own cost dispose of any waste in the Premises such that the Premises remain in a clean and tidy condition. In maintaining the Premises the Tenant may use the waste disposal unit at the Fitzroy Town Hall.

3. Damage to the Premises

- 3.1 The Tenant acknowledges that it is liable to the Landlord for any damage caused to the Premises through the act or omission of its officers, agents or any third party.
- 3.2 Special Condition 3.1 applies even where the Premises are properly locked and secured by the Tenant.

4. **Financial Disclosure Requirements**

Each year of the Term, the Tenant must give to the Landlord the information about its financial position and activities required under the *Associations Incorporation Reform Act 2012* (Vic).

5. **Condition Report**

The condition report and accompanying photographs attached as Annexure D represent the condition of the Premises at the Commencement Date of the first lease (**Condition Report**). At the end of the Lease, the Tenant must comply with its obligations in accordance with clause 16.1 of the Lease and return the Premises to the Landlord in accordance with the Condition Report, fair wear and tear excepted.

6. **Asbestos Report**

The Tenant acknowledges that it:

- 6.1 was provided with a copy of the asbestos report attached as Annexure E (**Asbestos Report**) by the Landlord prior to the Commencement Date;
- 6.2 has reviewed the contents of the Asbestos Report in detail and understands the implications of the information contained therein;
- 6.3 uses and occupies the Premises at its own risk and releases the Landlord from all claims resulting from any damage, loss, death or injury in connection with the presence of asbestos in the Premises to the fullest extent permitted by law;
- 6.4 indemnifies and holds harmless the Landlord against all claims resulting from any damage, loss, death or injury in connection with the presence of asbestos in the Premises to the fullest extent permitted by law;
- 6.5 must:
 - 6.5.1 use and occupy the Premises; and
 - 6.5.2 carry out all works, repairs and maintenance to the Premises,in accordance with the recommendations contained in the Asbestos Report and the requirements of any occupational health and safety legislation and regulations pertaining to the treatment of asbestos and other hazardous substances at all times.

7. **Security**

- 7.1 The Tenant must keep the Premises secure at all times when the Premises are not being used by the Tenant.
- 7.2 The Tenant acknowledges that it bears sole responsibility for the security of the Premises and indemnifies and holds harmless the Landlord against all claims resulting from any damage, loss, death or injury in connection with the security of the Premises.
- 7.3 The Tenant must obtain the consent of the Landlord (which shall not be unreasonably withheld) before installing monitored security systems (**Security Systems**) in the Premises.

- 7.4 The Tenant acknowledges that with respect to the Security Systems:
- 7.4.1 these items will be installed at the Tenant's own cost;
 - 7.4.2 the Landlord will not bear any responsibility for ongoing monitoring; and
 - 7.4.3 the Landlord must not be nominated as a 24 hour contact point.

8. Use of Common Areas

- 8.1 The Tenant must ensure that all Common Areas or public footpaths immediately adjoining the Premises are kept clean and free from dirt and rubbish.
- 8.2 The Tenant must ensure that the Common Areas or public footpaths are kept clear and not obstructed at all times.
- 8.3 The Tenant must ensure that any incident likely to give rise to an insurance claim including slips, falls or other injuries must be reported to the Landlord as soon as possible.
- 8.4 The Tenant must not obstruct a fire door, escape door, service duct, fire prevention device or anything that provides light or air into the Building. If the Tenant does not keep the Common Areas clear, the Landlord may remove the obstruction at the Tenant's cost.
- 8.5 The Landlord is entitled to close, lock off or otherwise control the Common Areas or any part from time to time and may take all such actions as it deems necessary to prevent and prohibit undesirable persons from entering the Common Areas provided that any action taken is not to the detriment the Tenant's use of the Premises or hinder access to the Premises.

9. Maintenance Schedule

- 9.1 Despite anything to the contrary contained in this Lease:
 - 9.1.1 the Tenant must carry out the obligations which are described in the maintenance schedule attached to this Lease as Annexure G (Maintenance Schedule) as being the responsibility of the Tenant; and
 - 9.1.2 subject to Special Condition 9.1., the Landlord must carry out the obligations which are described in the Maintenance Schedule as being the responsibility of the Landlord.
- 9.2 The Tenant agrees that the Landlord will not be responsible for any maintenance works referred to as being the responsibility of the Landlord in circumstances where the need for such repair and maintenance has resulted from damage caused by the Tenant.
- 9.3 The parties acknowledge and agree that, to the extent of any inconsistency between the Maintenance Schedule and any other provision of this Lease, the Maintenance Schedule shall prevail.
- 9.4 The Tenant's compliance with Special Condition 9 is an essential term of this Lease.

Annexure B

Plan of Premises

Annexure C

1. **Contact**

The Tenant must notify the Landlord of the name, address and telephone number of a contact person for the Tenant and update the Landlord of any changes.

2. **Trading**

The Tenant must not:

- 2.1 trade at the Premises during any time prohibited by law; or
- 2.2 remain at the Premises or the Building on any days where the Premises or the Building is closed.

3. **Closure of Building**

The Landlord may close all or any part of the Building if the Landlord believes it is necessary for the safety of the Building or any person in the Building.

4. **Food Preparation**

The Tenant must only permit the preparation of any food in areas specifically designed for that purpose.

5. **Garbage and Refuse**

The Tenant must keep all garbage and refuse in areas designed for that purpose and removed regularly in accordance with the Landlord's directions from time to time.

6. **Fire Alarms**

The Tenant must pay to the Landlord any costs incurred as a result of the activation of any false fire alarms or smoke detectors caused by the Tenant.

7. **Behaviour Incentive**

The Tenant must not:

- 7.1 do or permit any person to do anything in the Building which is likely to be a danger or nuisance to another person; and
- 7.2 do or permit the committing of any illegal act in the Building; and
- 7.3 create any noise or permit a person to create any noise in the Building which is likely to interfere with the peaceful enjoyment of another tenant or occupier of the Building.

8. **Common Areas**

The Tenant must not permit the Common Areas to be used for any purpose (including the display of goods, advertising or storage of goods) except as a pedestrian walkway.

9. **Carparking**

The Tenant:

- 9.1 must provide to the Landlord the licence numbers of any vehicles belonging to the Tenant or any of its employees, agents or contractors.
- 9.2 must not park or leave a vehicle, item of machinery or equipment at the front of the Building, the courtyard or in any other place which impairs the ability of the member of the general public to access areas of the Building or Land which have been set aside for use by the members of the general public or other licensees and contracts authorised by the Landlord.

10. **Fire or Emergency Drills**

The Tenant must observe and comply with the requirements of any fire or emergency drills at the Building.

11. **Tenant's employees**

The Tenant must ensure that its employees, agents and contractors observe and comply with the Building Rules.

12. **Access cards and keys**

- 12.1 The Landlord will issue to the Tenant, at no cost, 2 keys and 2 access cards. The keys and access cards are non-transferable.
- 12.2 If the Tenant requires additional keys or cards, the Tenant must pay the Landlord \$30.00 for the issue of each additional card or key.
- 12.3 All keys and access cards must be returned to the Landlord at the end of this Lease (or earlier if this Lease is terminated). If the Tenant fails to do so, the Tenant is responsible for the cost of changing the relevant locks in the Building and Premises and the reissue of keys or access cards (if necessary) to the other tenants.

13. **Signage**

The Tenant must not place any signs:

- 13.1 on the external walls of the Premises;
- 13.2 in the footpath or walkways in the Building;
- 13.3 on the windows in the Premises;
- 13.4 in the Common Areas including the walls; or
- 13.5 in any part of the Premises where such signs are visible from the outside of the Premises.

14. **Security**

- 14.1 The Tenant must ensure that all doors and openings to the Building are properly closed and secured after each use.

- 14.2 Failure to do so, may trigger a false alarm and the Tenant will be responsible for any charges or loss or damage suffered by the Landlord as a result of the false alarm including any charges levied by a relevant authority in attending the Building for the false alarm. The Landlord is entitled to pay for any such charges and recover those amounts later from the Tenant.

15. **Kitchen**

The Tenant must not leave any dishes in the Kitchen. The Landlord is entitled to discard any dishes left in the Kitchen for more than 2 days.

16. **Equipment**

- 16.1 The Tenant is not entitled to install any kitchen equipment, including toasters and toaster ovens, in the Premises.

- 16.2 All electrical leads and electrical power boards within the Premises must be reviewed in accordance with workcover and occupational and health and safety., rules and regulations.

The Landlord is entitled to direct the routing, installation and location of the equipment. The Landlord is also entitled to enter the Premise and remove any unauthorised equipment if the Tenant fails to remove it after reasonable notice from the Landlord.

17. **Delivery**

- 17.1 The Tenant must ensure that no deliveries are left at the front of the Building.
- 17.2 If required by the Landlord, all deliveries of goods must be coordinated to ensure that no traffic congestion occurs in the front of the Building.
- 17.3 The Tenant must also ensure that all postal deliveries are directed to the Tenant at a nominated post office box address.
- 17.4 The Tenant must also ensure that all hand deliveries are directed to and properly addressed to the Tenant at the Tenant's office/

18. **Pets**

The Tenant must not or permit any person to bring pets or animals into the Building.

19. **Fireplaces**

The Tenant must not use or damage the open fireplaces (if any) in the Premises or elsewhere in the Building.

20. **Bicycle Compound**

- 20.1 The Tenant is entitled, at no cost, to use the bicycle compound as hatched and indicated on the plan annexed in Annexure B (**Bicycle Compound**), subject to compliance with any reasonable conditions imposed by the Landlord from time to time.
- 20.2 The Tenant must not litter or permit the Bicycle Compound to be littered and must keep the Bicycle Compound clean and tidy after each use. The Tenant

acknowledges that any costs of repairing any damage caused by the Tenant to the Bicycle Compound will be charged to or recovered from the Tenant.

20.3 The Tenant:

20.3.1 uses the Bicycle Compound at the Tenant's risk;

20.3.2 indemnifies the Landlord from any loss or damaged suffered by the Tenant as a result of using or occupying the Bicycle Compound;

20.3.3 releases the Landlord from any liability for loss or damage, injury or death caused by the use or occupation of the Bicycle Compound.

Annexure D

Condition Report

Annexure E

Asbestos Report

Annexure F

Sponsorship Agreement

Annexure G

Maintenance Schedule