



Council Agenda

NOTICE OF MEETING

Notice is hereby given that an ordinary meeting of Council will be held in the

**Council Chamber – Glenelg Town Hall
Moseley Square, Glenelg**

Tuesday 9 June 2020 at 7.00pm

Roberto Bria
CHIEF EXECUTIVE OFFICER

Please note: This agenda contains Officers' reports and recommendations that will be considered by the Council. Any confidential items listed on the agenda will be circulated to Members separately.



Ordinary Council Meeting Agenda

1. OPENING

The Mayor will declare the meeting open at 7:00pm.

2. KAURNA ACKNOWLEDGEMENT

We acknowledge Kaurna people as the traditional owners and custodians of this land.

We respect their spiritual relationship with country that has developed over thousands of years, and the cultural heritage and beliefs that remain important to Kaurna People today.

3. SERVICE TO COUNTRY ACKNOWLEDGEMENT

The City of Holdfast Bay would like to acknowledge all personnel who have served in the Australian forces and services, including volunteers, for our country.

4. PRAYER

Heavenly Father, we pray for your presence and guidance at our Council Meeting. Grant us your wisdom and protect our integrity as we carry out the powers and responsibilities entrusted to us on behalf of the community that we serve.

5. APOLOGIES

5.1 Apologies Received

5.2 Absent

6. ITEMS PRESENTED TO COUNCIL

7. DECLARATION OF INTEREST

If a Council Member has an interest (within the terms of the Local Government Act 1999) in a matter before the Council they are asked to disclose the interest to the Council and provide full and accurate details of the relevant interest. Members are reminded to declare their interest before each item.

8. CONFIRMATION OF MINUTES

Motion

That the minutes of the Ordinary Meeting of Council held on 26 May 2020 be taken as read and confirmed.

Moved Councillor _____, Seconded Councillor _____

Carried

9. PUBLIC PRESENTATIONS

9.1 **Petitions - Nil**

9.2 **Presentations** - Nil

9.3 **Deputations** - Nil

10. QUESTIONS BY MEMBERS

10.1 **Without Notice**

10.2 **On Notice**

10.2.1 Business Case – Glenelg Oval Masterplan – Councillor Bradshaw
(Report No: 154/20)

10.2.2 Kingston Park Revegetation – Councillor Lindop (Report No:
158/20)

11. MEMBER'S ACTIVITY REPORTS - Nil

12. MOTIONS ON NOTICE - Nil

13. ADJOURNED MATTERS

13.1 Adjourned Report – Holdfast Quays Marina – Application for Landowner
Consent – Management and Amenities Building (Report No: 150/20)

13.2 Adjourned Report – Draft Financial Hardship Policy and Procedures (Report
No: 155/20)

**14. REPORTS OF MANAGEMENT COMMITTEES, SUBSIDIARIES AND THE
DEVELOPMENT ASSESSMENT PANEL**

14.1 Minutes – Audit Committee – 25 May 2020 (Report No: 152/20)

15. REPORTS BY OFFICERS

15.1 Items in Brief (Report No: 147/20)

15.2 Update to Beach Wrack (Seagrass) Removal Policy (Report No: 144/20)

15.3 Brighton Lacrosse Club and Brighton Sports and Social Club Lease
Agreements (Report No: 156/20)

16. RESOLUTIONS SUBJECT TO FORMAL MOTIONS

*Presented for the information of Members is a listing of resolutions subject to formal
resolutions, for Council and all Standing Committees, to adjourn or lay on the table
items of Council business, for the current term of Council.*

17. URGENT BUSINESS – Subject to the Leave of the Meeting

18. CONFIDENTIAL ITEMS

18.1 New Management Agreement – Brighton Caravan Park (Report No:
146/20)

18.2 Chief Executive Officer Performance Review (Report No: 157/20)

19. CLOSURE

**ROBERTO BRIA
CHIEF EXECUTIVE OFFICER**

Item No: **10.2.1**

Subject: **QUESTION ON NOTICE – BUSINESS CASE – GLENELG OVAL MASTERPLAN – COUNCILLOR BRADSHAW**

Date: 9 June 2020

QUESTION

Councillor Bradshaw asked the following questions:

1. *“Please confirm if a Business Case has been undertaken on the Glenelg Oval Master Plan. If so, when did that occur?”*
2. *“If a Business Case has not yet been conducted on the redevelopment of the Glenelg Oval, do Council intend to conduct one and if so, at what point?”*

Background

Discussions have now commenced on the Glenelg Oval Stage 2 Master Plan Funding.

During the planned redevelopment of the Brighton Oval Sporting Complex, Elected Members were advised, in order for a project to be considered for funding through the State Government, Council were required to undertake a Full Business Case.

It was further stated, the Office of Recreation Sport and Racing (ORSR) guidelines require a Full Business Case when seeking State Government funding for major facilities through Grant Funding Programs, Cabinet or the State budget process.

Council Administration advised a Business Case would be used in all Grant funding submissions, lobbying to State and Federal Government and to help inform future State budget.

ANSWER –Manager Active Communities

1. A full business case has not yet been undertaken for the Glenelg Oval Masterplan
2. Once the planned review of the remaining stages of the Glenelg Oval Masterplan is completed and updated cost estimations are provided, Administration will seek to undertake a full business case on the masterplan to analyse the options, costs, benefits, possible staging and timeframes. As there are likely to be changes to the endorsed masterplan scope and project components, it is recommended to undertake a business case at the conclusion of this review.

A Full Business Case is a requirement for seeking State Government funding for major facilities (>\$1million) through grant funding programs, Cabinet or the State budget process. The Office for Recreation, Sport and Racing developed a base template that is to be used by all major project proponents. This template was used in the undertaking of the full business case for the Brighton Oval redevelopment which was vital in securing State and Federal funding. Given the probable costs to undertake the remaining stages of the Glenelg Oval masterplan, Council would be seeking external project partners (State and Federal) to assist in funding the project.

In addition, once the masterplan is reviewed and updated cost estimations provided, a Section 48 Prudential Report would also be undertaken as the project would meet certain criteria specified in Section 48 of the Local Government Act 1999, namely the expected capital cost of the project over the ensuing five years is likely to exceed \$4 million.

Item No: **10.2.2**

Subject: **QUESTION ON NOTICE KINGSTON PARK REVEGETATION – COUNCILLOR LINDOP**

Date: 9 June 2020

QUESTION

Councillor Lindop asked the following question:

“Can Council please provide an update for when Council will commence revegetation of what has been referred to as the ‘overflow carpark’ in the Kingston Park/Tjilbruke Springs area?”

Background

As one of the recommendations from the Kingston Park Masterplan (Report No: 184/19) on 14 May 2019, Council approved some initiatives to support the development of the Kingston Park Masterplan and surrounding amenity (Resolution No: C140519/1481).

The carpark is now adequately fenced with some great timber fencing and bollards, which looks good. However the ‘overflow carpark’ has remained in the neglected state with potholes and weeds and piles of gravel from left over from the installation of the fence posts.

This is the area that was recommended to be vegetated some 12 months ago.

ANSWER – General Manager, Strategy and Business Services

The fencing was completed in November 2019. Revegetation did not commence immediately after the fencing due to the summer months, and the likelihood of new vegetation not surviving the heat. A project has commenced to finalise concept designs for Kingston Park Reserve, and this will include the area referred to as the ‘overflow carpark’. SA Water and Natural Resources Management have been engaged to assess the vegetation surrounding the Tjilbruke Spring and the area adjacent to the ‘overflow carpark’. Once the assessments and designs have been completed and approved, work will commence on the revegetation of the area. It is anticipated this occur before the end of October 2020 to ensure that planting does not occur in the warmer months.

Item No: **13.1**

Subject: **ADJOURNED REPORT – HOLDFAST QUAYS MARINA – APPLICATION FOR LANDOWNER CONSENT – MANAGEMENT AND AMENITIES BUILDING**

Date: 9 June 2020

Written By: Team Leader Commercial & Leasing/Property Officer

General Manager: City Assets and Services, Mr H Lacy

SUMMARY

Administration had submitted Item 15.7, Report No: 128/20 Holdfast Quays Marina – Application for Landowner Consent – Management and Amenities Building for consideration by Council at its meeting on 26 May 2020 (Refer Attachment 1).

Council subsequently resolved to adjourn consideration of the matter until the next Council meeting on the basis that Council requires further information relating to the lease and the proposal.

The adjourned motion needs to be considered before any new motions can be considered. Councillor Lonie having moved the motion has spoken to the motion and Councillor Bradshaw seconded the motion and reserved her right to speak.

MOTION:

From 26 May 2020 Council Meeting:

That in its capacity as landowner, Council consents to the installation of a floating amenities and meeting room on a barge to be moored in Berth C2 of Holdfast Quays Marina subject to the following conditions:

- 1. all costs to be borne by HQMA including building and future maintenance;**
- 2. all work to be undertaken by qualified trades persons and in a workman like manner;**
- 3. HQMA to indemnify the City of Holdfast Bay against any claims, losses, suits etc. that may arise from this project;**
- 4. all works to comply with the Building Code of Australia, all conditions of any Development Approval and any requirements imposed by any other statutory authority or applicable legislation including but not limited to the Harbours and Navigation Act 1993(SA), Environment Protection Authority, SA Water and the Department of Planning, Transport and Infrastructure;**

5. **final construction plans to be submitted to Council for final approval prior to the commencement of construction;**
6. **the City of Holdfast Bay is permitted to inspect the works at any time during construction;**
7. **no part of the work is to cause a nuisance or disturbance to any neighbours or visitors to adjoining properties;**
8. **the cost(s) to rectify any defects or any other variations identified during or after construction to be borne in full by HQMA;**
9. **all conditions of the current lease are to be complied with; and**
10. **the facility shall not be used as an office for the management/operation of the marina or the Marina Association.**

Moved Councillor Lonie, Seconded Councillor Bradshaw

COMMUNITY PLAN

Placemaking: Creating lively and safe places

Community: Providing welcoming and accessible facilities

Environment: Using resource efficiently

COUNCIL POLICY

Not Applicable.

STATUTORY PROVISIONS

Local Government Act 1999;

Retail & Commercial Leases Act 1995.

BACKGROUND

Council at its meeting held on 26 May 2020 resolved to adjourn Report No: 128/20 until the next Council meeting on the basis that Council requires further information relating to Council's legal standing in regards to any agreements relating to adjacent properties (C260520/1912).

This report presents the original report (Report No: 128/20) and the additional information requested by Council.

REPORT

Holdfast Quays Marina Association Incorporated (HQMA) is seeking Council's permission as landlord to construct and install a floating amenities and meeting room on a barge to be moored in Berth C2 of the Holdfast Quays Marina. Consideration of the matter at the Council meeting held on 26 May 2020 was adjourned for Members to seek further information and gain further clarity on the proposal. In the intervening period between adjournment motion and current report, a workshop was held on 2 June 2020, and in addition, Elected Members have separately sought clarification on a number of matters relating to the proposal. This report provides an overview of the additional information provided by Administration to help inform Council's decision.

- The proposal for an amenities facility is to provide Marina patrons with self-managed services that are not reliant on the opening hours of a separate commercial enterprise. The Council has the option to enforce the LMA, but it cannot require that the toilets are made accessible beyond the operating times of the Dive Shop or prevent the operators of the Dive Shop from applying a discretionary commercial fee to the HQMA for the access.
- Any technical requirements relating to the disposal of waste from the facility are to be managed separately through the EPA and SA Water. Similarly, compliance with requirements for access under the Disability Discrimination Act will be assessed at the Development Application stage against the Building Code of Australia.
- Landowner consent under the Local Government Act does not abrogate the obligations of the HQMA to obtain other approvals through separate legislation, including legislation that protects the rights of all Marina berth custodians.
- Documents provided by the HQMA show that Berth C2 measures 5.01 metres by 11.0 metres, commensurate with the dimensions of the proposed facility. Council can make it explicit that the facility shall not be used as an office for the management/operation of the marina or the Marina Association, and enforce any breach through its right of entry to the facility under the terms of the Lease.
- Council Administration have sought legal advice as to whether it is implied by Development Approvals issued in the past by the then State Development Assessment Commission and its subsidiaries that Council is responsible for providing the toilet facilities *per se*, or indeed in lieu of their provision through the Dive Shop. The advice is that Council has no obligation to provide facilities to either the general public or Marina users directly resulting from those Development Approvals and conditions imposed on the land at the time.

BUDGET

There is no impact on the budget in relation to this proposal, as the costs relating to building works and future maintenance will be the responsibility of HQMA.

LIFE CYCLE COSTS

Under the terms of the Lease, HQMA is responsible for all structural maintenance. No further long term costs will be incurred by Council as part of this application.

Attachment 1



Item No: **15.7**

Subject: **HOLDFAST QUAYS MARINA – APPLICATION FOR LANDOWNER CONSENT – MANAGEMENT AND AMENITIES BUILDING**

Date: 26 May 2020

Written By: Property Officer

General Manager: City Assets and Services, Mr H Lacy

SUMMARY

Holdfast Quays Marina Association Incorporated (HQMA) is proposing to construct and install a floating amenities and meeting room on a barge to be moored in Berth C2 of the Holdfast Quays Marina. HQMA is seeking Council's consent, as landowner, to carry out the works.

RECOMMENDATION

That in its capacity as landowner, Council consents to the installation of a floating amenities and meeting room on a barge to be moored in Berth C2 of Holdfast Quays Marina subject to the following conditions:

- 1. all costs to be borne by HQMA including building and future maintenance;**
 - 2. all work to be undertaken by qualified trades persons and in a workman like manner;**
 - 3. HQMA to indemnify the City of Holdfast Bay against any claims, losses, suits etc. that may arise from this project;**
 - 4. all works to comply with the Building Code of Australia, all conditions of any Development Approval and any requirements imposed by any other statutory authority or applicable legislation including but not limited to the Harbours and Navigation Act 1993(SA), Environment Protection Authority, SA Water and the Department of Planning, Transport and Infrastructure.;**
 - 5. final construction plans to be submitted to Council for final approval prior to the commencement of construction;**
 - 6. the City of Holdfast Bay is permitted to inspect the works at any time during construction;**
 - 7. no part of the work is to cause a nuisance or disturbance to any neighbours or visitors to adjoining properties;**
 - 8. the cost(s) to rectify any defects or any other variations identified during or after construction to be borne in full by HQMA; and**
 - 9. all conditions of the current lease are to be complied with.**
-

COMMUNITY PLAN

Placemaking: Creating lively and safe places

Community: Providing welcoming and accessible facilities

Environment: Using resource efficiently

COUNCIL POLICY

Not Applicable.

STATUTORY PROVISIONS

Local Government Act 1999;

Retail & Commercial Leases Act 1995.

BACKGROUND

The City of Holdfast Bay is the registered proprietor of an estate in fee simple in the whole of the land comprised in Certificate of Title Register Book Volume 6154 Folio 277 (Land).

Pursuant to Memorandum of Lease No. 8895435 (Lease), the Minister for Government Enterprises (as landowner and predecessor in title) leased to Holdfast Quays Marina Association Incorporated (as tenant) that portion of the Land formerly comprised in Certificate of Title Volume 5766 Folio 779 marked "EE", "KK" and "PP" in GP No. 255 of 2000 together with a free and unrestricted right of way over the land marked "HH" and "BB" in the said GP No. 255 of 2000 (refer Attachment 1) for a term of fifty (50) years commencing on 26 May 2000 for the sole purpose of establishing and operating a marina.

Refer Attachment 1

In May 2000, Minister assigned the Lease and the Land to the City of Holdfast Bay. Whilst the Holdfast Quays Marina (Marina) itself did not incorporate public facilities for its members and users, a separate planning approval for a commercial building adjacent to the Marina (Adjacent Land) was issued on 31 May 1999 by the Glenelg Foreshore & Environ Committee (as subsidiary of the State Government Development Assessment Commission), requiring the developer of that building to incorporate public toilets to the northern elevation, accessible during its hours of operation.

This was reinforced through a subsequent Land Management Agreement No. 8901750 (LMA) registered by the City of Holdfast Bay over the commercial building which required the owner of that commercial building to construct office space for use by HQMA and also toilets accessible to the public.

In recent times, access to the public toilets in the commercial building has become increasingly unreliable as access to the toilets is contingent on the commercial building being open for trade, which is not every day. A further breakdown in the commercial relationship between the HQMA and the new owners of the commercial premises has created added complexities for Marina

patrons gaining access to the toilets, creating an even more compelling need from HQMA's perspective for reliable access to a self-managed facility.

Pursuant to the Lease, HQMA has an obligation to operate the Marina and has advised Council that it cannot do so without office space and public toilets. In accordance with clause 3.10 of the Lease, HQMA has written to Council, seeking Council's consent, as landowner, to carry out the Works.

REPORT

HQMA is proposing to construct and install a floating amenities and meeting facility on a barge to be moored in Berth C2 of Holdfast Quays Marina as detailed in Attachment 1 (Works). The barge will have a small single storey building constructed on it, comprising a first aid, office and storage room for Marina management purposes and bathroom amenities (2 toilets and an accessible toilet and shower) for use by Marina patrons. The building will be used for office space, first aid and bathroom amenities only and will not be used for commercial purposes or otherwise used in contravention of clause 3.4 of the Lease. HQMA's Development Application and a letter from Masterplan detailing the proposed Works, floor plan and elevations are contained in Attachment 2. Administration has requested images of the proposed exterior view from HQMA but such images are yet to be provided.

Refer Attachment 2

Overall, and despite the opportunity to access facilities through enforcement of the LMA, there is merit in ensuring that HQMA has access to reliable, self-managed facilities that are not dependent on the vagaries of the operating hours of the commercial premises on the Adjacent Land, which have become increasingly unpredictable.

Should Council grant Landowner's consent for the Works, a Development Application will be required, which will involve a period of public consultation. Furthermore, it is proposed that the following conditions would apply:

1. all costs to be borne by HQMA including building and future maintenance;
2. all work to be undertaken by qualified trades persons and in a workman like manner;
3. HQMA to indemnify the City of Holdfast Bay against any claims, losses, suits etc. that may arise from this project;
4. all works to comply with the Building Code of Australia, all conditions of any Development Approval and any requirements imposed by any other statutory authority or applicable legislation including but not limited to the Harbours and Navigation Act 1993(SA), Environment Protection Authority, SA Water and the Department of Planning, Transport and Infrastructure;
5. final construction plans to be submitted to Council for final approval prior to the commencement of construction;
6. The City of Holdfast Bay is permitted to inspect the works at any time during construction;
7. no part of the work is to cause a nuisance or disturbance to any neighbours or visitors to adjoining properties;

8. the cost(s) to rectify any defects or any other variations identified during or after construction to be borne in full by HQMA; and
9. all conditions of the current lease are to be complied with.

BUDGET

There is no impact on the budget in relation to this proposal, as the costs relating to building works and future maintenance will be the responsibility of HQMA.

LIFE CYCLE COSTS

Under the terms of the Lease, HQMA is responsible for all structural maintenance. No further long term costs will be incurred by Council as part of this application.

Attachment 1



PLAN NUMBER
GP 255/2000

THIS IS SHEET 1 OF 1 SHEETS

DEPOSITED /19
ACCEPTED FOR FILING PRO REGISTRAR GENERAL
MAP REF 6628-50-j&h DEV No
TITLE SYSTEM REAL PROPERTY ACT
TITLE REFERENCE CT 5766/779

O.B. / LAST PLAN REF TOTAL AREA

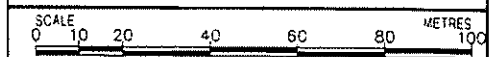
DOCKET No
FIELD BOOK No

CLOSURE CHECKED	PLAN EXAMINED	PLAN APPROVED	P.M.S. APPROVED
	yes	initials	

IRRIGATION AREA DIVISION
HUNDRED ADELAIDE AND NOARLUNGA
AREA GLENELG NORTH
COUNCIL CITY OF HOLFFAST BAY

PLAN FOR LEASE PURPOSES

ALLOTMENT COMPRISING PIECES 70, 80 AND 110 IN DP 54470
OF PT OF FORESHORE PT SEC 023 AND CLOSED ROAD HUNDRED OF ADELAIDE PT SEC 5 1520 AND 1622 HUNDRED OF NOARLUNGA



STATEMENTS CONCERNING EASEMENTS ANNOTATIONS AND AMENDMENTS
SEE CT 5766/779 FOR EASEMENT DETAILS

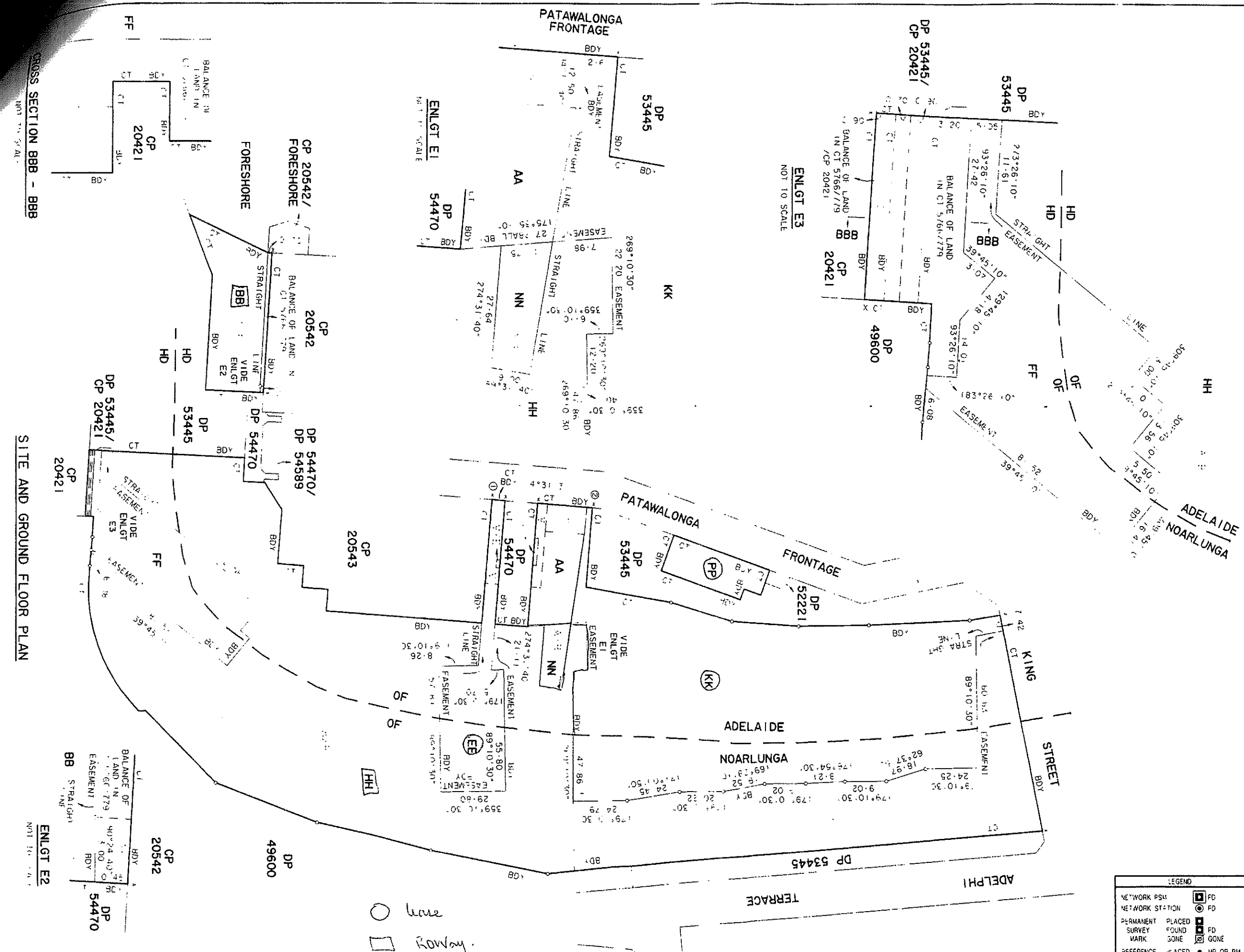
23MAY1900 020105958NISC 4 100.00
23MAY1900 020105959G.R.O. 100.00

ALL DISTANCES ARE GROUND DISTANCES
COMBINED SCALE FACTOR 4.3130' ANGLE
BEARING DATUM 4° 31' 30" DISTANCE
DERIVED FROM ADOPTED FROM DP 54470

Licensed Surveyor of South Australia do hereby certify:
1) that this plan has been made from surveys carried out by me or under my personal supervision and in accordance with the Survey Act 1932 / Strata Titles Act 1988 (Strike out as appropriate)
2) that the field work was completed on the 10 day of 12.2012
excepting for the final placement of survey marks strike out if not applicable
Date _____ Licensed Surveyor

LEGEND

NETWORK PSN	FD
NETWORK STATION	FD
PERMANENT PLACED SURVEY FOUND MARK	FD GONE
REFERENCE PLACED MARKS	MP OR RM GONE
DRILL HOLE & NING	MP OR RM GONE
DIRECTION CHANGE	MP OR RM GONE
PART DISTANCES	12.321
CALCULATED DATA	2:85 CALC
COPEO DATA	10.85



ALEXANDER & SYMONDS PTY. LTD
11 KING WILLIAM STREET, KENT TOWN
PO BOX 1000 KENT TOWN 5011
Tel: (08) 8333 6000 Fax: (08) 8362 0000
P: 4084198 F: 4084199 T: 4084199
A.C.N. 107 753 488

SITE AND GROUND FLOOR PLAN

CROSS SECTION BBB - BBB

NOT TO SCALE

NOT TO SCALE

NOT TO SCALE

○ lease
□ Roway

Attachment 2



DEVELOPMENT APPLICATION FORM

COUNCIL: HOLDFAST BAY COUNCIL

APPLICANT: HOLDFAST QUAYS MARINA

Postal Address: C/- 381 CROSS RD
EDWARDSTOWN SA 5039

OWNER: CITY OF HOLDFAST BAY

Postal Address: PO BOX 19
BRIGHTON SA 5048

BUILDER: TBA

Postal Address: _____

Licence No: _____

CONTACT PERSON FOR FURTHER INFORMATION:

Name: CHRIS CARTER - MARINA MANAGER
Telephone: 08 8371 2800
Email: chris@landagent.com.au
Mobile: 0419 642 938

EXISTING USE:

MARINA

FOR OFFICE USE				
Development No: _____				
Previous Development No: _____				
Assessment No: _____				
<input type="checkbox"/> Complying	Application forwarded to DA			
<input type="checkbox"/> Non-complying	Commission/Council on:			
<input type="checkbox"/> Notification Cat 2	/ /			
<input type="checkbox"/> Notification Cat 3	Decision: _____			
<input type="checkbox"/> Referrals/Concurrence	Type: _____			
<input type="checkbox"/> DA Commission	Date: / /			
	Decision	Fees	Receipt No	Date
Planning:				
Building:				
Land Division:				
Additional:				
Dev Approval:				

DESCRIPTION OF PROPOSED DEVELOPMENT: RELOCATION OF AMENITIES

LOCATION OF PROPOSED DEVELOPMENT:

House No: _____ Lot No: 700,800,1100 Street: CYGNET COURT Town/Suburb: GLENELG NORTH
Section No (full/part): DP 55022 Hundred: ADELAIDE Volume: 6154 Folio: 277
Section No (full/part): _____ Hundred: _____ Volume: _____ Folio: _____

LAND DIVISION:

Site Area (m²): _____ Reserve Area (m²): _____ No of Existing Allotments: _____
Number of Additional Allotments - (Excluding Road and Reserve): _____ Lease: YES: NO:

BUILDING RULES CLASSIFICATION SOUGHT:

If Class 5, 6, 7, 8 or 9 classification is sought, state the proposed number of employees: Female: _____ Male: _____
If Class 9a classification is sought, state the number of persons for whom accommodation is required: _____
If Class 9b classification is sought, state the proposed number of occupants of the various spaces at the premises: _____

DOES EITHER SCHEDULE 21 OR 22 OF THE DEVELOPMENT REGULATIONS 2008 APPLY? YES: NO:

HAS THE CONSTRUCTION INDUSTRY TRAINING FUND ACT 1993 LEVY BEEN PAID? YES: NO:

DEVELOPMENT COST (Do not include any fit-out costs): \$ 150,000

I acknowledge that copies of this application and supporting documentation may be provided to interested persons in accordance with the Development Regulations 2008.

SIGNATURE: _____


Dated: 19 MARCH 2020

DEVELOPMENT REGULATIONS 2008
Form of Declaration
(Schedule 5, Clause 2A)

To: City of Holdfast Bay
From: Holdfast Quays Marina
Date of Application: 19 March 2020

Location of Proposed Development:

House Number:	n/a	Lot Number:	700, 800, 1100
Street:	Cygnets Court	Town/Suburb:	Glenelg North
Section No (full/part):	DP 55022	Hundred:	Adelaide
Volume:	6154	Folio:	277

Nature of Proposed Development:

RELOCATION OF AMENITIES

I, Chris Carter being a person acting on behalf of the application for the development described above, declare that the proposed development will involve the construction of a building which would, if constructed in accordance with the plans submitted, not be contrary to the regulations prescribed for the purposes of Section 86 of the *Electricity Act 1996*. I make this declaration under Clause 2A(1) of Schedule 5 of the *Development Regulations 2008*.

19 March 2020

Date


Signed

Note 1

This declaration is only relevant to those development applications seeking authorisation for a form of development that involves the construction of a building (there is a definition of 'building' contained in Section 4(1) of the *Development Act 1993*), other than where the development is limited to:

- an internal alteration of a building; or
- an alteration to the walls of a building but not so as to alter the shape of the building.

Note 2

The requirements of Section 86 of the *Electricity Act 1996* do not apply in relation to:

- a fence that is less than 2.0 m in height; or
- a service line installed specifically to supply electricity to the building or structure by the operator of the transmission or distribution network from which the electricity is being supplied.

Note 3

Section 86 of the *Electricity Act 1996* refers to the erection of buildings in proximity to powerlines. The regulations under this Act prescribe minimum safe clearance distances that must be complied with.

Note 4

The majority of applications will not have any powerline issues, as normal residential setbacks often cause the building to comply with the prescribed powerline clearance distances. Buildings/renovations located far away from powerlines, for example towards the back of properties, will usually comply.

Particular care needs to be taken where high voltage powerlines exist; where the development:

- is on a major road;
- commercial/industrial in nature; or
- built to the property boundary.

Note 5

Information brochures 'Powerline Clearance Guide' and 'Building Safely Near Powerlines' have been prepared by the Technical Regulator to assist applicants and other interested persons. Copies of these brochures are available from Council and the Office of the Technical Regulator. The brochures and other relevant information can also be found at www.technicalregulator.sa.gov.au

Note 6

In cases where applicants have obtained a written approval from the Technical Regulator to build the development specified above in its current form within the prescribed clearance distances, the applicant is able to sign the form.

31 March 2020

Development Services
City of Holdfast Bay
PO Box 19
BRIGHTON SA 5048

Via email: mail@holdfast.sa.gov.au

Dear Planning and Development Staff

**Re: Relocation of Management Facilities and Amenities Building
Holdfast Quays Marina, Cygnet Court**

On behalf of Holdfast Quays Marina (HQMA), MasterPlan are pleased to enclose a Development Application seeking to relocate and replace the management and amenities building servicing this use to a new building on the marina. The proposal is for a small single storey facility to be installed on an empty berth C2 one of the marina arms. The building will contain a first aid, storage and common room area used for the marina management purposes and a bathroom amenity for use by the marina users.

The proposal has been necessitated by a recent change in ownership of the previous facilities available to the marina and the public and the common/storage space at 3 Cygnet Court, Glenelg North, which has now become unavailable for HQMA's use.

The application herein is **enclosed** with the following documentation:

- signed Development Application form;
- signed Office of the Technical Regulator form;
- Certificate of Title Volume 6154, Folio 277;
- design concept documentation, prepared by MasterPlan; and
- locality and land use maps prepared by MasterPlan.

This letter provides a description of the site and locality, a description of the proposed development, and a brief assessment of the development against the relevant provisions of the Holdfast Bay Council Development Plan, consolidated 2 June 2016. We conclude that the proposal is entirely in accordance with the expectations for this policy area and is only a variation by the relocation of facilities that have operated for the past 20 years in harmony with the area.



Subject Site and Locality

The subject land is formally described as Allotment comprising pieces 700, 800 and 1100 in Deposited Plan 55022 (as described in Certificate of Title 6154, Folio 277). The land contains six (6) marina arms utilised for the berthing primarily of recreational vessels. The marina arms take access via three (3) secure pedestrian entries along the western embankment of the Patawalonga Creek.

HQMA identify each marina arm with a designated letter starting with 'A' for the southernmost arm and ending 'F' at the northernmost arm. The site of the development is located on 'Arm C' in the first berth closest to the shore, as identified in the accompanying Locality Plan.

A private parking area for marina occupants' is provided off Cygnet Court. Until recently, an existing building at 3 Cygnet Court was utilised as for common area, storage, office, administration and amenities facility for the marina. The amenities were also open to the public. These have recently been closed and not available to the Marina.

The locality is dominated by the extensive marine and water-based facility and is fringed by road infrastructure and residential uses. Development along the western fringe comprises of large two (2) to three (3) storey residential developments, typical of the coastal setting.

Marina development comprises of a series of wet berths as evidenced in the accompanying plan with aerial photograph. Patawalonga Reserve is located along the western embankment. Notably, the Reserve is identified within the Development Plan as a Local Heritage Place.

The Proposed Development

The proposal seeks to establish a single storey management facility and amenities building on one of the marina arms. The proposed structure will be installed and fixed in a vacant berth and will be buoyant and capable of rising and falling with the water level as it is integrated into the existing fingers that define the marine berth. Facilities such as this are a common feature in Marina's nationally and internationally.

The building will exhibit a width of 5.0 metres and a length of 11.0 metres providing a total floor area of approximately 55.0 square metres. The building will use a simple skillion roof form with a total height of 2.95 metres. The building will be finished in light colours to be consistent with the general palette and style of vessels in the marina.

Internally, the building will comprise of a 24.5 metre square common area with first aid space on its northern side, with a storage and utility area to the rear. This will perform the administration function for HQMA. The southern side of the building will be utilised for toilets and a shower for use by the marina users.



The facility will connect to existing utility services provided to the marina which run along the marina arm to the various berths. Notably, direct sewer connection is not one of the existing services available. It is proposed that a new connection to existing wastewater infrastructure along Cygnet Drive will be established to service the proposed building.

Development Assessment

The development is located within the Glenelg Foreshore and Patawalonga (GFP) Zone, as identified on Map HoB/4 of the Development Plan. Additionally, the site is also identified within Concept Plan Map HoB/3 – Foreshore and Patawalonga. Refer **Figure 1**, Extract from the Development Plan, on the following page.

The objectives of the GFP Zone speak to the appropriateness of marina related recreational development (GFP Zone Objective 6 and 9). Further guidance is provided in the Desired Character Statement for the Zone which states that:

The zone is a major seaside tourist and recreational focus for the City of Holdfast Bay and the State. It contains a variety of land uses including recreational, residential, a variety of tourist accommodation, ... community, boating, marina and limited service industrial marine related land uses.

The proposed facility's operation is wholly ancillary to a desired and approved development within the Zone and is therefore contemplated and envisaged by the provisions of the GFP Zone. The suitability of the development is further reinforced in Concept Plan HoB/3, as seen on **Figure 1** on the following page.

The Concept Plan identifies the site of the development as located in Concept Area 5. Notably, Concept Area 5 contemplates the development of "Marina berths and **associated management facilities**, general water-based activities and car parking". The proposed development clearly falls within that definition as an "associated management facility" and is therefore entirely consistent with the Concept Plan for the area. Further this is not a new use or a change of use, rather simply a relocation of the existing functions.

In respect to the built form, the proposal utilises a simple and practical design reflective of the buildings general utilitarian function and appropriate for its marine and coastal environment. This is consistent with the policy guidance provided within the Desired Character Statement, which seeks that:

Buildings and structures will be of a high standard of building material, considering the coastal environment and full lifecycle costs for maintenance and replacement.

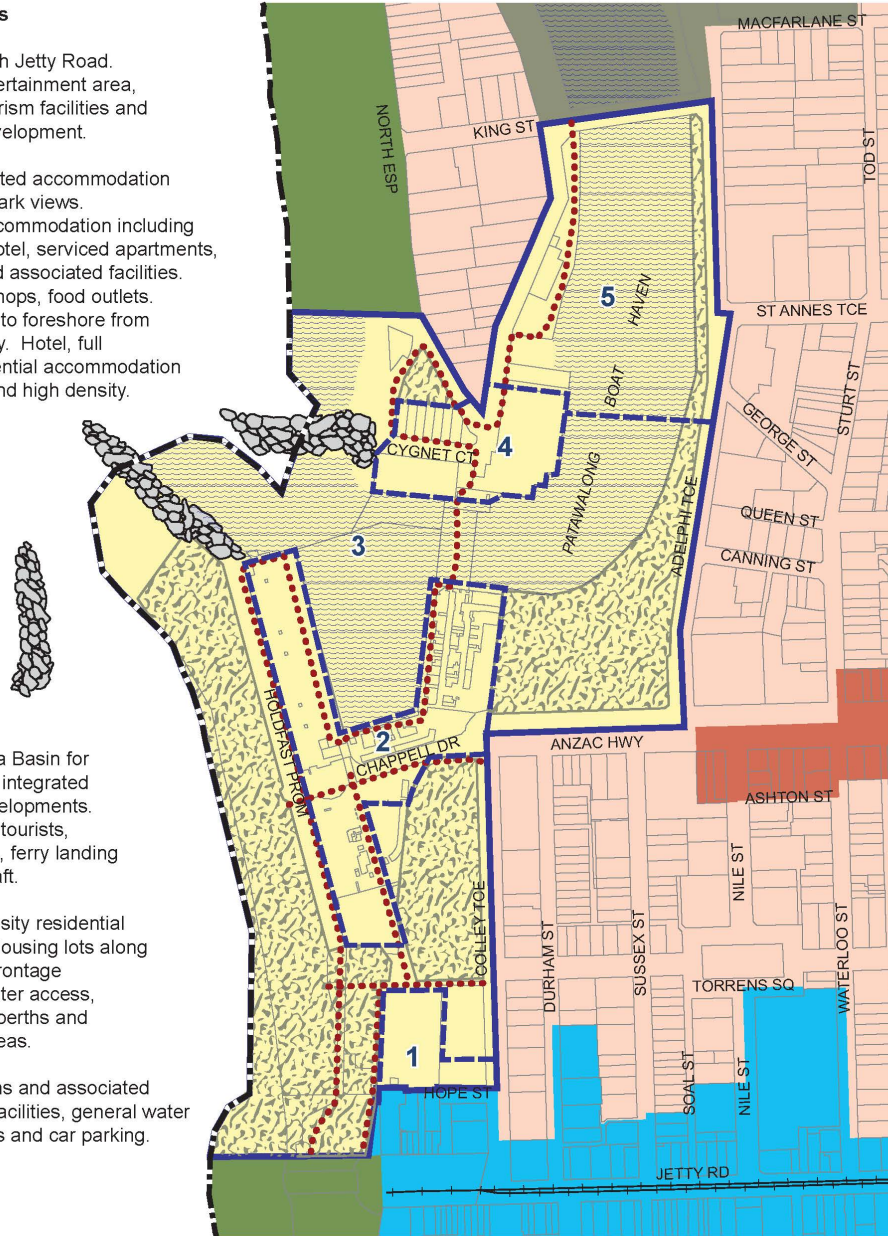
The Principle of Development Control (PDC) 15, which reinforces this intent, stating that:

The appearance of ... buildings ... should be of contemporary design, but not excessively ornate, with empathy for the traditional design elements of the locality and a style complementary to the coastal/seaside environment.



Concept Areas

1. Interface with Jetty Road.
Key family entertainment area, restaurant, tourism facilities and associated development.
2. Tourism related accommodation with sea and park views.
Residential accommodation including medium rise hotel, serviced apartments, townhouse and associated facilities. Marina, pier, shops, food outlets. Main entrance to foreshore from Anzac Highway. Hotel, full range of residential accommodation of a medium and high density.
3. Patawalonga Basin for marina berths, integrated mixed use developments. Focal point for tourists, water activities, ferry landing and charter craft.
4. Medium density residential housing lots. Housing lots along Patawalonga frontage with private water access, private marinaberths and open space areas.
5. Marina berths and associated management facilities, general water based activities and car parking.



GLENELG

Concept Plan Map HoB/3 FORESHORE AND PATAWALONGA

HOLDFAST BAY COUNCIL
Consolidated - 2 June 2016

Figure 1: Extract from the Development Plan



The building will be entirely consistent with the scale and form of vessels in the area of the marina and, due to its location, will not be readily visible from nearby residential areas nor will it stand out as a feature due to the simple and utilitarian design and practical finishes, suited to this environment and finished with muted light tones.

The provisions of the Waste module within the General Section of the Development Plan provide policy guidance in respect to the treatment and disposal of waste from development. These provisions seek that the storage, treatment and disposal of waste should be achieved without risk to the health or impairment of the environment and should avoid, as far as practical, the discharge or deposit of waste onto land or into any waters (Waste PDC 2, 3 & 4). As the proposed development seeks to utilise a formal connection to established wastewater infrastructure, the proposed development will not result in any increase in disposal of waste into coastal waters or risk to the coastal marine environment. In fact, the provision of the facility will reduce the reliance on the use of the marina patrons' facilities aboard their own vessels, which may not have formal wastewater disposal connection.

In respect to flood risk, the provisions of the Hazard module within the General Section of the Development Plan are relevant. PDC 4 of the Hazard module seeks that development should not occur on land where the risk of flooding is likely to be harmful to safety or damage property. As the proposed building will be buoyant and will rise and fall with the water level, along with the marina structure, the development is not at risk of flooding.

Summary

In summary, we form the view that the proposed development presents sufficient planning merit when assessed against the relevant Council Wide, Zone and Policy Area Objectives, Desired Character and Principles of Development Control (PDC) of the Holdfast Bay Council Development Plan (consolidated on 2 June 2016) to warrant Planning Consent Variation to the existing arrangements by the relocation of the existing facilities to a site that will further separate marina users from the nearby residents in an orderly and appropriate manner.

Given the circumstances, we have also formed the view that this proposal can be considered minor in accordance with Schedule 9, clause 2 (g) of the Development Regulations 2008 (the Regulations) and processed as a Category 1 development for the purpose of public notification. In coming to this conclusion, we have had consideration for Schedule 9, clause 17 (b) of the Regulations, noting that the size of the subject land is large and the site of the development within the land is suitably separated from other development within the locality so that any impacts, visual or otherwise, will be of a minor nature only and unlikely to cause unreasonable impact on any owners or occupiers of land in the area.



Should you have any questions please do not hesitate to contact the writer.

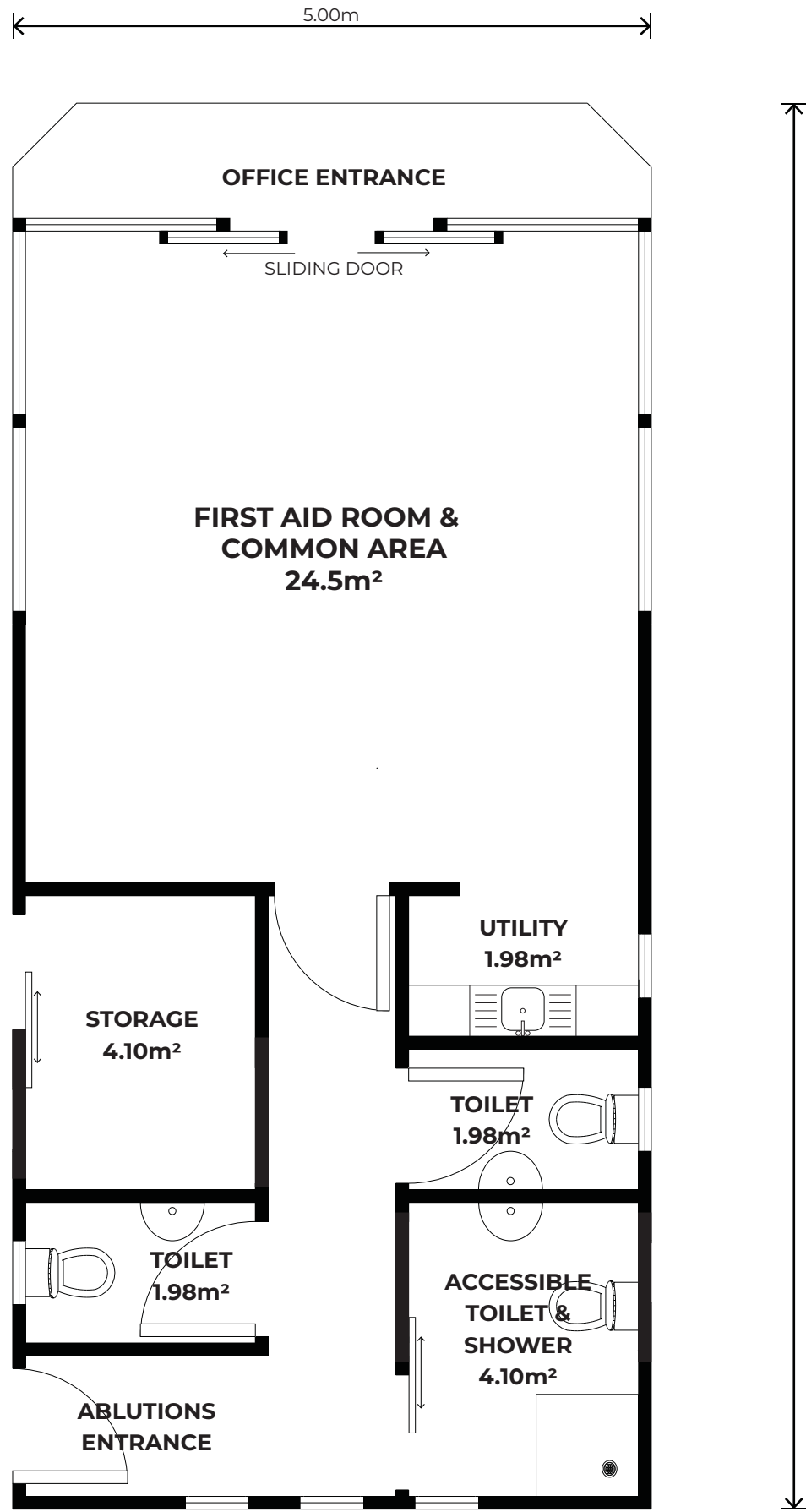
Yours sincerely

Nick Wilson

MasterPlan SA Pty Ltd

enc: As listed.

cc: Simon Tonkin.



Floor Plan
HQMA OFFICE

PATAWALONGA
GLENELG NORTH

FOR HQMA



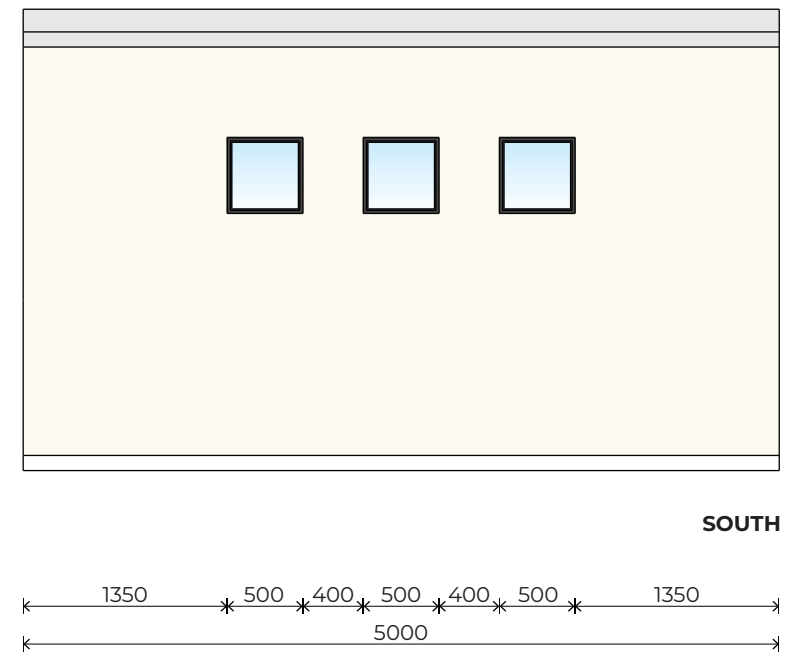
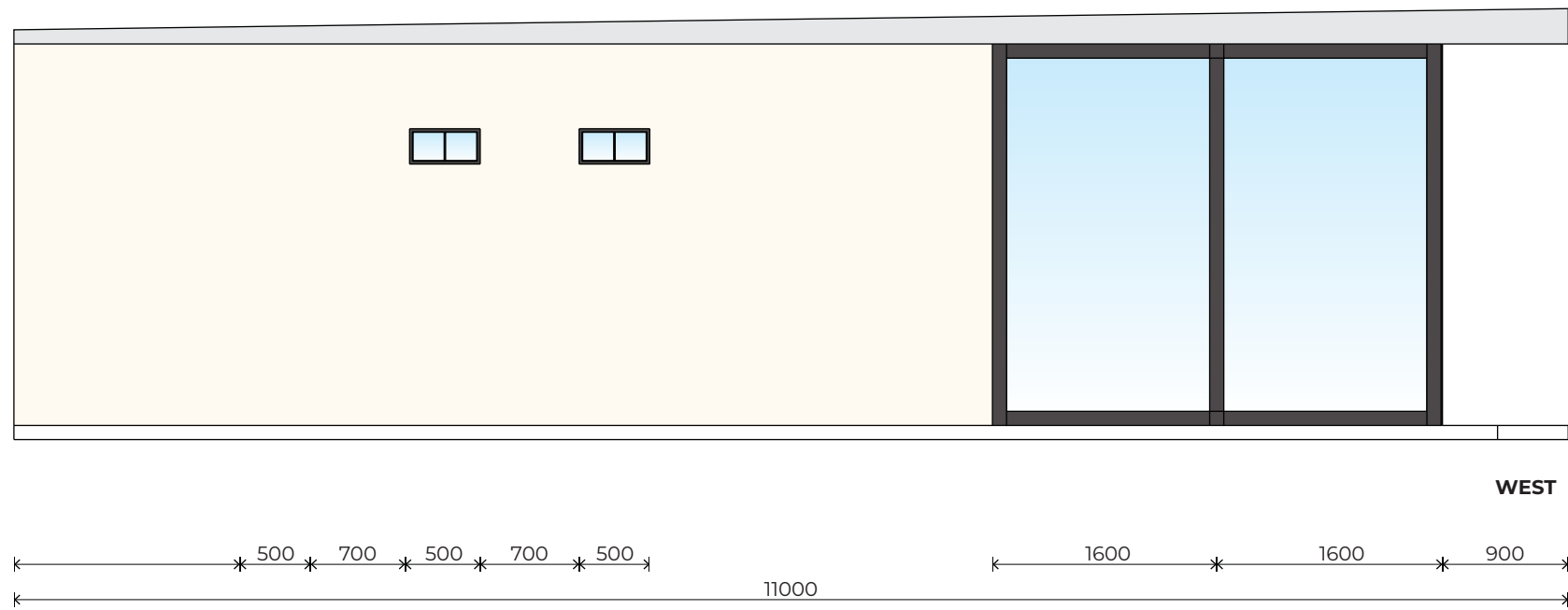
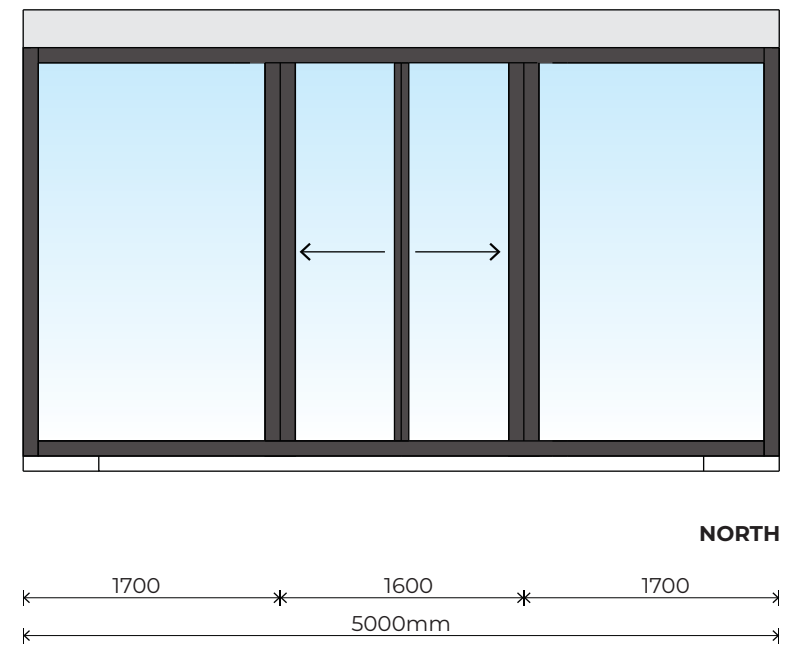
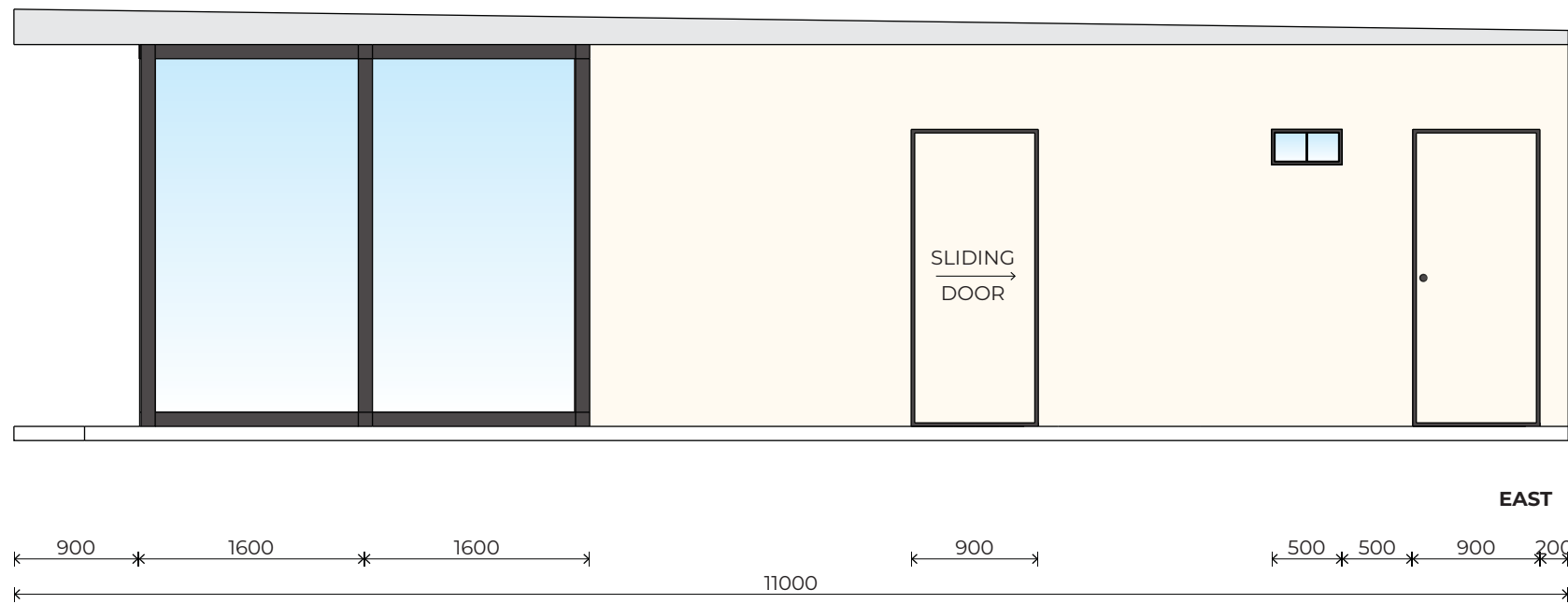
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Elevations
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- Subject Site
- Zone Boundary
- Development Plan Boundary
- CstOS Coastal Open Space
- GFP Glenelg Foreshore and Patawalonga

- MU Mixed Use
- OS Open Space
- R Residential
- RC Residential Character
- RHD Residential High Density

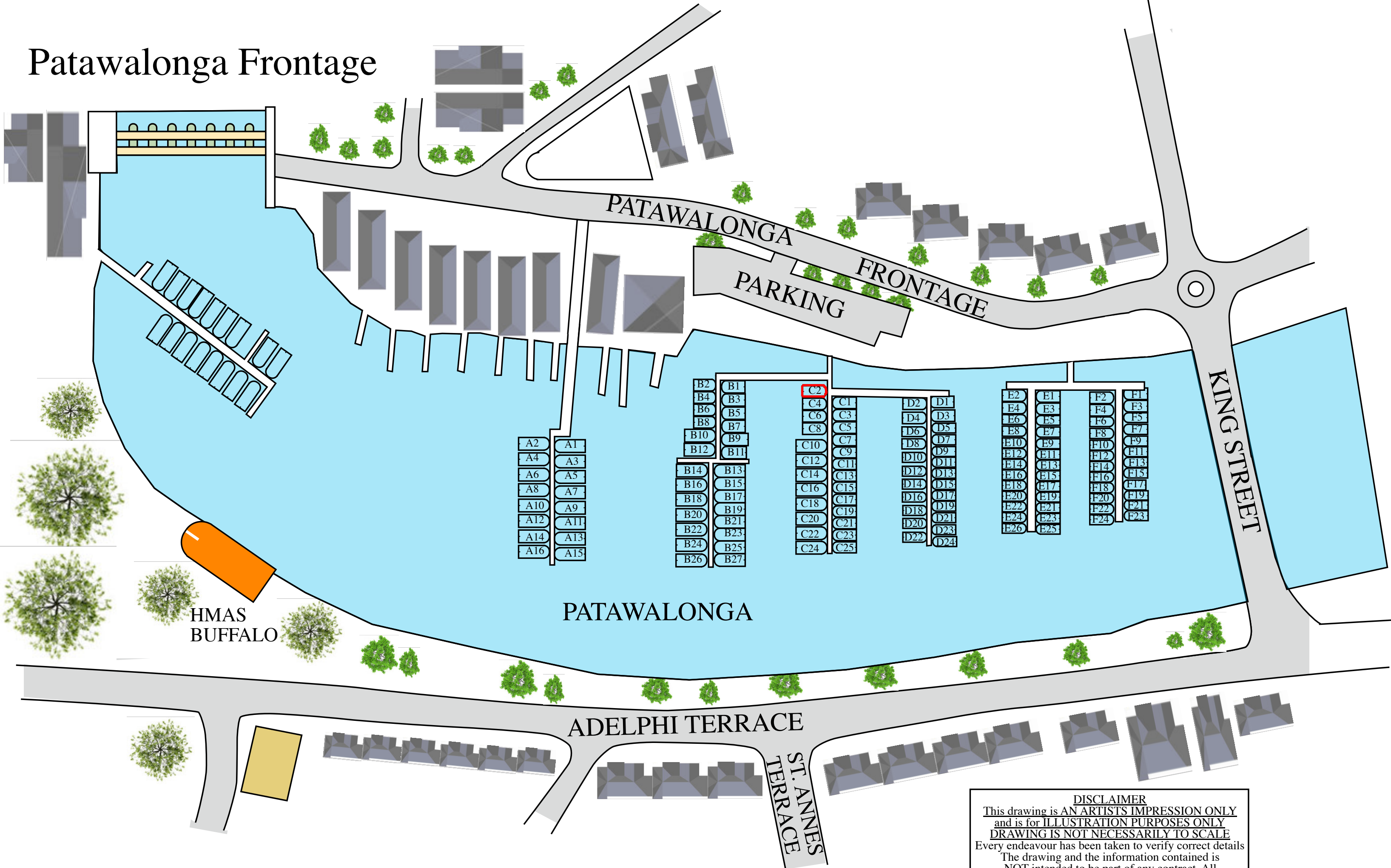
Area Context
HQMA OFFICE

PATAWALONGA
GLENELG NORTH

FOR HQMA



Patawalonga Frontage



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 This drawing is AN ARTISTS IMPRESSION ONLY
 and is for ILLUSTRATION PURPOSES ONLY
 DRAWING IS NOT NECESSARILY TO SCALE
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 The drawing and the information contained is
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 measurements are approximate and details intended
 to be relied upon should be independently verified.

REAL PROPERTY ACT, 1886



The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Certificate of Title - Volume 6154 Folio 277

Parent Title(s) CT 6139/944
Creating Dealing(s) DDA 12292291
Title Issued 20/03/2015 Edition 58 Edition Issued 11/03/2020

Estate Type

FEE SIMPLE

Registered Proprietor

CITY OF HOLDFAST BAY
OF PO BOX 19 BRIGHTON SA 5048

Description of Land

ALLOTMENT COMPRISING PIECES 700, 800 AND 1100 DEPOSITED PLAN 55022
IN THE AREAS NAMED GLENELG AND GLENELG NORTH
HUNDREDS OF ADELAIDE AND NOARLUNGA

PORTIONS OF THE WITHIN LAND MARKED GG AND XX ARE LIMITED TO REDUCED LEVELS
A.H.D. AS DESCRIBED ON DP 55022

Easements

SUBJECT TO RIGHT(S) OF SUPPORT AND EASEMENT(S) WITH LIMITATIONS OVER THE LAND MARKED S AND C
ON DP 55022 (RTC 8775909 AND RTC 8896004 RESPECTIVELY)

SUBJECT TO RIGHT(S) OF SUPPORT AND EASEMENT(S) OVER THE LAND MARKED AA ON DP 55022 (RTC
8859142)

SUBJECT TO EASEMENT(S) WITH LIMITATIONS OVER THE LAND MARKED F AND G ON DP 55022 FOR EAVES
AND GUTTERS (RTC 8775909)

SUBJECT TO RIGHT(S) OF WAY OVER THE LAND MARKED A AND R ON DP 55022 (RTC 8775909)

SUBJECT TO RIGHT(S) OF WAY OVER THE LAND MARKED V ON DP 55022 (RTC 8775909)

SUBJECT TO RIGHT(S) OF WAY AND EASEMENT(S) OVER THE LAND MARKED B ON DP 55022 (RTC 8775909)

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED CC ON DP 55022 FOR ELECTRICITY SUPPLY
PURPOSES TO DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000) (223LG RPA)

TOGETHER WITH RIGHT(S) OF WAY AND EASEMENT(S) WITH LIMITATIONS OVER THE LAND MARKED K ON DP
55022 APPURTENANT ONLY TO PIECE 700 (RTC 8775909)

TOGETHER WITH RIGHT(S) OF WAY ON FOOT ONLY OVER THE LAND MARKED BB ON DP 55022 APPURTENANT
ONLY TO PIECE 700 (RTC 8775909)

TOGETHER WITH RIGHT(S) OF SUPPORT AND EASEMENT(S) WITH LIMITATIONS OVER THE LAND MARKED P
ON CP 20421 APPURTENANT ONLY TO PIECE 700 (RTC 8775909)

TOGETHER WITH RIGHT(S) OF SUPPORT AND EASEMENT(S) WITH LIMITATIONS OVER THE LAND MARKED JJ
ON DP 55022 AND JA ON FP 41922 APPURTENANT ONLY TO PIECE 700 MARKED EE ON DP 55022 (RTC 8896004)

TOGETHER WITH FREE AND UNRESTRICTED RIGHT(S) OF WAY WITH LIMITATIONS OVER THE LAND MARKED
JJ ON DP 55022 AND WWW AND PA ON FP 41922 APPURTENANT ONLY TO PIECE 700 MARKED EE ON DP 55022
(RTC 8896004)

TOGETHER WITH THE EASEMENT(S) WITH LIMITATIONS OVER THE LAND MARKED JJ ON DP 55022 AND JA.SA AND TA ON FP 41922 FOR WATER SUPPLY PURPOSES APPURTENANT ONLY TO PIECE 700 MARKED EE ON DP 55022 (RTC 8896004)

TOGETHER WITH THE EASEMENT(S) WITH LIMITATIONS OVER THE LAND MARKED JJ ON DP 55022 AND JA.MA.NA AND RA ON FP 41922 FOR THE TRANSMISSION OF ELECTRICITY BY OVERHEAD CABLE APPURTENANT ONLY TO PIECE 700 MARKED EE ON DP 55022 (RTC 8896004)

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED W ON DP 55022 FOR WATER SUPPLY PURPOSES APPURTENANT ONLY TO PIECE 700 (RTC 8775909)

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED U ON DP 55022 FOR THE TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE APPURTENANT ONLY TO PIECE 700 (RTC 8775909)

TOGETHER WITH RIGHT(S) OF WAY OVER THE LAND MARKED M ON DP 54470 APPURTENANT ONLY TO PIECES 700 AND 800 (RTC 8775909)

TOGETHER WITH FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED H ON DP 55022 APPURTENANT ONLY TO PIECE 1100

TOGETHER WITH RIGHT(S) OF WAY AND EASEMENT(S) OVER THE LAND MARKED J ON DP 55022 APPURTENANT ONLY TO PIECE 700 (RTC 8775909)

Schedule of Dealings

Dealing Number	Description
8895435	LEASE TO HOLDFAST QUAYS MARINA ASSOCIATION INC. COMMENCING ON 26/5/2000 AND EXPIRING ON 25/5/2050 OF PORTION (EE KK AND PP IN GP 255/2000) TOGETHER WITH A RIGHT OF WAY
8897699	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO BRENTON JOSEPH SIMUNOV AND BERNADETTE HAYMAN SIMUNOV COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B20 IN GP 256/2000) AS JOINT TENANTS
8897700	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO QUARTERLY PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B22 IN GP 256/2000)
8897703	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO WILLIAM GRAEME ANDERSON AND EILEEN FIOLA ANDERSON COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (F3 IN GP 256/2000) AS JOINT TENANTS
8897704	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO RICHARD JOHN FRANK JENKINS COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F17 IN GP 256/2000)
8897705	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ALISTER JOHN EASTWOOD HAIGH AND SIMON MARK EASTWOOD HAIGH COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 AS TO THE SHARES SPECIFIED THEREIN (F8 IN GP 256/2000)
8897706	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ROBERT CRAIG BUCHANAN AND BERNADETTE MARY LOUISE BUCHANAN COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C20 IN GP 256/2000) AS JOINT TENANTS
8897707	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO LAINE KARL MILLER COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (D21 IN GP 256/2000)
8897708	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO JOHN L MCDONNELL & ASSOCIATES PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D20 IN GP 256/2000)
8897709	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO SHANE GREEN COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D19 IN GP 256/2000)
8897710	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO PHILLIP LAWRENCE PERRY AND DEBORAH LYNN PERRY COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D16 IN GP 256/2000) AS JOINT TENANTS
8897711	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO PAUL EDWARD MCENTEE AND MICHAEL JOHN MCENTEE COMMENCING ON 26/05/2000 AND EXPIRING ON

24/05/2050 AS TO THE SHARES SPECIFIED THEREIN (D15 IN GP 256/2000)

- 8897712 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO BRETT RALPH COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D11 IN GP 256/2000)
- 8897713 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO CRIDERTON PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D9 IN GP 256/2000)
- 8897714 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO MALCOLM ASHLEY HIGGINS AND HELEN LOUISE SCHINCKEL COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D13 IN GP 256/2000) AS JOINT TENANTS
- 8897715 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ALI SERHAN COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (D6 IN G256/2000)
- 8897716 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ROBERT CESANA NOMINEES PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D3 IN GP 256/2000)
- 8897717 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ARJAY HOLDINGS PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D2 IN GP 256/2000)
- 8897718 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO HELEN MARY JEFFREY COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D1 IN GP 256/2000)
- 8897719 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO JADAN NOMINEES PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E24 IN GP 256/2000)
- 8897720 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO EYESURG PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C1 IN GP 256/2000)
- 8897721 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO HOLDFAST QUAYS MARINA ASSOCIATION INC. COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (C2 IN GP 256/2000)
- 8897722 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ROGER LESLIE HEUZENROEDER AND PAMELA HEUZENROEDER COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C4 IN GP 256/2000) AS JOINT TENANTS
- 8897723 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO MCCOLES (B.H.) PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C6 IN GP 256/2000)
- 8897724 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO STEVEN JAMES SELLERS AND JOANNA SELLERS COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C8 IN GP 256/2000) AS JOINT TENANTS
- 8897725 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO DARREN JAMES MCPHERSON AND ANDREW JOHN MCPHERSON COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C9 IN GP 256/2000) AS TO THE SHARES SPECIFIED THEREIN
- 8897726 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO PAULA JOHNSON COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (C11 IN GP 256/2000)
- 8897727 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO KEVIN JAMES SMITH COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (C13 IN GP 256/2000)
- 8897728 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO STEVE DANTALIS, THEODORA DANTALIS AND JAMES ROBERT DANTALIS COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C14 IN GP 256/2000) AS JOINT TENANTS
- 8897729 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO CHRISTOPHER TODD SMITH AND TRACEY ANNE SMITH COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 AS JOINT TENANTS (C15 IN GP 256/2000)
- 8897730 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO JOHN MAXWELL EAKINS COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C17 IN GP 256/2000)
- 8897731 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO RAYMOND DONALD RENWOOD COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (C18 IN GP 256/2000)

8897732	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO COSSICH NOMINEES PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C19 IN GP 256/2000)
8897733	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO LAWRENCE JOHN HEARN COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C21 IN GP 256/2000)
8897734	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ALF RUSSO CONSTRUCTIONS PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C25 IN GP 256/2000)
8897735	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO STEVEN LESLIE HEARL AND DEBORAH ANNE HEARL COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C23 IN GP 256/2000) AS JOINT TENANTS
8897736	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO NEIL COLIN WACHTEL, AMANDA VICTORIA WACHTEL, MALCOLM WALKER HILL AND ANN LYDIA HILL COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D22 IN GP 256/2000) AS TO THE SHARES AND IN THE MANNER SPECIFIED THEREIN
8897737	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO PEET PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D23 IN GP 256/2000)
8897738	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO CATHERINE BARBARA MCARDLE COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D24 IN GP 256/2000)
8897739	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO GEORGE BRUCE RITCHIE AND MEGAN THERESE RITCHIE COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E25 IN GP 256/2000) AS JOINT TENANTS
8897740	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO MONTECRISTO NOMINEES PTY. LTD. AND DANIEL ROMEO COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E23 IN GP 256/2000) AS TO THE SHARES SPECIFIED THEREIN
8897741	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO CHELONIA PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E20 IN GP 256/2000)
8897742	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO MARK GREGORY HODGKISON AND JUDY ANNE CHINNERY COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E19 IN GP 256/2000) AS JOINT TENANTS
8897743	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO FLAVON NOMINEES PTY. LTD. (ACN: 008 033 529) COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (E18 IN GP 256/2000)
8897744	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO BEBE'S PIZZA BAR PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E17 IN GP 256/2000)
8897745	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO DEAN HENRY FRANCIS AND SCOTT BAINBRIDGE FRANCIS COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E16 IN GP 256/2000) AS JOINT TENANTS
8897746	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO JOHN COLIN MILHAM AND FAY LORRAINE MILHAM COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E15 IN GP 256/2000) AS JOINT TENANTS
8897747	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO TM SCHNAARS PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E14 IN GP 256/2000)
8897748	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO JULIE ANNE AITCHISON AND ALLAN AITCHISON COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 AS JOINT TENANTS (E13 IN GP 256/2000)
8897749	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ROBERT DENYER CHEESMAN COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E12 IN GP 256/2000)
8897750	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO DAVID MAURICE CAHILL COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E11 IN GP 256/2000)
8897751	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO LYNDIA MARIE MCASKILL

COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (E10 IN GP 256/2000)

- 8897752 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO RELA SUPERANNUATION FUND PTY. LTD. (ACN: 632 475 533) COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (E9 IN G256/2000)
- 8897753 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO SUZANNE MARY CLARK COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (E8 IN GP 256/2000)
- 8897754 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO CHARLIE NORMAN CARTER COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (E7 IN GP 256/2000)
- 8897755 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO TREVOR MAX BRYANT AND JEAN MARGARET BRYANT WITH NO SURVIVORSHIP COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E6 IN GP 256/2000)
- 8897756 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO PHILIP JOHN QUIST COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (E5 IN GP 256/2000)
- 8897757 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO GEOFFREY ROY MITCHELL AND BEVERLEY ESTHER MITCHELL COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F16 IN GP 256/2000) AS JOINT TENANTS
- 8897758 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO KENNETH WILLIAM PURVIS AND MARIA DAWN PURVIS COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F2 IN GP 256/2000) AS JOINT TENANTS
- 8897759 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO BENJAMIN DAVID LUCAS COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B11 IN GP 256/2000)
- 8897760 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO DAVID GERARD WATKINS COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F26 IN GP 256/2000)
- 8897761 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO PHILIP MERLIN REYNOLDS COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F25 IN GP 256/2000)
- 8897762 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO RICHARD JOHN RICHARDS AND ANNE MARIE RICHARDS COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F24 IN GP 256/2000) AS JOINT TENANTS
- 8897763 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO BRADLEY MARK FEHRING AND ANNE-MARIE JULIE FEHRING COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 OF PORTION (F22 IN GP 256/2000) AS JOINT TENANTS
- 8897764 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO LYNETTE ALICE HUGHES COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F20 IN GP 256/2000)
- 8897765 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO AARON BRENT GARFIELD HALLIDAY COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F19 IN GP 256/2000)
- 8897766 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ROCCO MICHAEL CARUSO, GIUSEPPE NINO BRAIOTTA AND ROCCO COLICCHIO COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F18 IN GP 256/2000) AS TO THE SHARES SPECIFIED THEREIN
- 8897767 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ROBERT DOUGLAS HALL, ROSEMARIE EVELYN HALL AND UNIVERSAL SCAFFOLDING PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F15 IN GP 256/2000) AS JOINT TENANTS
- 8897768 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO KENNETH JAMES SMITH AND PHYLLIS MAY SMITH COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (F14 IN GP 256/2000) AS JOINT TENANTS
- 8897769 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO JOHN DALLY AND JUDITH DALLY COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F13 IN GP 256/2000) AS JOINT TENANTS
- 8897770 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO CASEY ALAN MCLEOD COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (F12 IN GP 256/2000)
- 8897771 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO DAVID PAUL VELDHOEN AND

JODIE ANNE VELDHOEN COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (F11 IN GP 256/2000) AS JOINT TENANTS

- 8897772 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO DIJON (SA) PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F10 IN GP 256/2000)
- 8897773 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO DANIEL WHIPP COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F7 IN GP 256/2000)
- 8897774 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO T & H STACEY NOMINEES PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F5 IN GP 256/2000)
- 8897775 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO GREGORY WILLIAM ROGERS AND SHARON KAYE ROGERS COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F1 IN GP 256/2000) AS JOINT TENANTS
- 8897776 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO JARROD PETER THRUN AND REAGAN MAY THRUN COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F4 IN GP 256/2000) AS JOINT TENANTS
- 8897777 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO J. R. POPE PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B13 IN 256/2000)
- 8897778 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO DAVID ALASTER PATERSON COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B12 IN GP 256/2000)
- 8897779 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ADRIAN NEIL WINSOR COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B8 IN GP 256/2000)
- 8897780 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO STEPHEN TRAPNELL COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (B7 IN GP 256/2000)
- 8897781 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO JOANNE MITTON COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (B5 IN GP 256/2000)
- 8897782 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO STEPHEN SPENCELY AND JUDITH ANNE SPENCELY COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B4 IN GP 256/2000) AS JOINT TENANTS
- 8897783 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO CHRISTOPHER SIMON LOCKYER COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B2 IN GP 256/2000)
- 8897784 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ROBERT JOHN PATTERSON COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (A15 IN GP 256/2000)
- 8897785 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO TRACE PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (A14 IN GP 256/2000)
- 8897786 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO RWETHEREYET PTY. LTD. (ACN: 623 353 980) COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (A10 IN GP 256/2000)
- 8897787 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO RUSSELL JOHN WOOD AND HELEN MOREEN WOOD COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (A3 IN GP 256/2000) AS JOINT TENANTS
- 8897788 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO DUNCAN MCKENZIE COOKE COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (A2 IN GP 256/2000)
- 8897789 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO MAK INVESTMENTS NOMINEES PTY. LTD. (ACN: 137 888 834) COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (B27 IN GP 256/2000)
- 8897790 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO GOODNA PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B26 IN GP 256/2000)
- 8897791 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO G.A. TRIGG NOMINEES PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B23 IN GP 256/2000)
- 8897792 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO BARRY JOHN CADDLE AND

	MARIA CADDLE COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 AS JOINT TENANTS (B21 IN GP 256/2000)
8897793	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO CHRISTOPHER TODD SMITH AND TRACEY ANNE SMITH COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 AS JOINT TENANTS (B19 IN GP 256/2000)
8897794	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO STEPHEN JOHN OFFICER AND GAIL OFFICER COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B18 IN GP 256/2000) AS JOINT TENANTS
8897795	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO TODD SAMUEL PTY. LTD. (ACN: 161 851 994) COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (B17 IN GP 256/2000)
8897796	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO C. CARTER PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B14 IN GP 256/2000)
8900919	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO GARRY ALLAN SMITH AND LINDA JAYNE SMITH COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D5 IN GP 256/2000) AS JOINT TENANTS
8900920	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO GILBERT DAVID FERRETT AND SUZANNE MARGARET FERRETT COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D7 IN GP 256/2000) AS JOINT TENANTS
8902893	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO PAUL MERVYN LEHMANN AND SANDRA ANN LEHMANN COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E22 IN GP 256/2000) AS JOINT TENANTS
8902894	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO JOHN LESLIE WEIGAND COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (D12 IN GP 256/2000)
8902895	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO MARK DONALD GRAHAM ADCOCK AND VIRGINIA ANNE ADCOCK COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C5 IN GP 256/2000) WITH NO SURVIVORSHIP
8902896	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO GLONE PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C7 IN GP 256/2000)
8902897	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO GREGORY WAYNE PANKOKE, LISA BARBARA PANKOKE AND STEVEN JOHN PANKOKE COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B10 IN GP 256/2000) AS TO THE SHARES SPECIFIED THEREIN
8902898	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO G. A. TRIGG NOMINEES PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B16 IN GP 256/2000)
8902899	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO FREDERICK PATRICK VELLA COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E1 IN GP 256/2000)
8902900	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO JILLIAN FAYE BOND COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C10 IN GP 256/2000)
8902901	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO JADAN NOMINEES PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C12 IN GP 256/2000)
8902902	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO STEVEN PAUL KOWALSKI AND KATE EVERETT KOWALSKI COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (F21 IN GP 256/2000) AS JOINT TENANTS
8902903	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO GORDON RAYMOND LINDQVIST AND BEVERLEY GWENDA LINDQVIST COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F9 IN GP 256/2000) AS JOINT TENANTS
8904208	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO MATTHEW JOSHUA ARNOLD COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (A5 IN GP 256/2000)
8904209	UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO SAMANTHA JAYE BEAVIS AND JAMIE RICHARD BEAVIS COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050

(A7 IN GP 256/2000)

- 8904210 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO IAN MURRAY FULLER AND ANDREA FULLER WITH NO SURVIVORSHIP COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (A8 IN GP 256/2000)
- 8904211 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO FOURFANS PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (A9 IN GP 256/2000)
- 8904212 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO STEPHEN CHARLES NESBITT, SUZANNE RAE NESBITT, BARRIE OWEN NESBITT AND JAMES ALEXANDER NESBITT COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (A11 IN GP 256/2000) AS JOINT TENANTS
- 8904213 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO B.J. CAREY NOMINEES PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (A13 IN GP 256/2000)
- 8904468 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ERIC ROWE COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C22 IN GP 256/2000)
- 8904469 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO RENUKA LAMA AND IAN ALEXANDER EASSON COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (C24 IN GP 256/2000) AS JOINT TENANTS
- 8904470 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO MAJESTIC INVESTMENTS (S.A.) PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C3 IN GP 256/2000)
- 8904471 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO SKYE SHERIDAN TEAGLE COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (C16 IN GP 256/2000)
- 8904472 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO KATIE JANE LANGLEY COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (E21 IN GP 256/2000)
- 8905294 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO POPE SUPERANNUATION NOMINEES PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B24 IN GP 256/2000)
- 8907763 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO BARRY JOHN CADDLE AND MARIA CADDLE COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B1 IN GP 256/2000) AS JOINT TENANTS
- 8907764 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO PHILIP GEORGE TRIGG COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B3 IN GP 256/2000)
- 8907765 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO VIEW MANAGEMENT PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (A1 IN GP 256/2000)
- 8907766 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO JOHN ADEY EASTWOOD AND DAWN EASTWOOD WITH NO SURVIVORSHIP COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E3 IN GP 256/2000)
- 8907767 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ANDREW GRAHAM FARRER AND DAVID JOHN FARRER COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B15 IN GP 256/2000) AS TO THE SHARES SPECIFIED THEREIN
- 8919008 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO SIMON PETER TONKIN AND SHARON LESLEY TONKIN COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (A16 IN GP 256/2000) AS JOINT TENANTS
- 8920173 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO STEPHEN ERIC PUNKE AND JENNIFER LEE PUNKE COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (A6 IN GP 256/2000) AS JOINT TENANTS
- 8923232 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO BRIAN MAXWELL RICHARDSON AND MICHELLE JUDY RICHARDSON COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E2 IN GP 256/2000) AS JOINT TENANTS
- 8923915 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO STEPHEN ROGER PERKINS AND MELANIE PERKINS COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (A4

IN G256/2000) AS JOINT TENNANTS

- 8923916 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ANTHONY HADGECOSTAS AND IRENE HADGECOSTAS COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B25 IN GP 256/2000) AS JOINT TENANTS
- 8923917 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO GEOFFREY WAYNE PHILLIPS COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D17 IN GP 256/2000)
- 8923918 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO MARYANN KOUROU COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D8 IN GP 256/2000)
- 8924657 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO NATHANIAL JAYDON TEMBY AND STUART ANDREW MACGREGOR COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (E26 IN GP 256/2000) AS JOINT TENANTS
- 8927911 LEASE TO MARINA EAST ASSOCIATION INC. COMMENCING ON 1/9/2000 AND EXPIRING ON 31/8/2050 OF PORTION (FF IN GP 255/2000) TOGETHER WITH A RIGHT OF WAY
- 8936920 UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO BRIAN JAMES MOORE AND NOLA BEVERLY GATES MOORE COMMENCING ON 1/9/2000 AND EXPIRING ON 30/8/2050 (G13 IN GP 349/2000) AS JOINT TENANTS
- 8936921 UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO KEVIN JOHN TAYLOR AND JUDITH MARY TAYLOR COMMENCING ON 1/9/2000 AND EXPIRING ON 30/8/2050 (G5 IN GP 349/2000) AS JOINT TENANTS
- 8936922 UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO LLOYD ROBERT FISK COMMENCING ON 01/09/2000 AND EXPIRING ON 30/08/2050 (G16 IN G349/2000)
- 8936923 UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO CLAUDETTE JEAN RENFREY COMMENCING ON 1/9/2000 AND EXPIRING ON 30/8/2050 (G17 IN GP 349/2000)
- 8936924 UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO INVEST IN PROPERTY PTY. LTD. COMMENCING ON 1/9/2000 AND EXPIRING ON 30/8/2050 (G2 IN GP 349/2000)
- 8936925 UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO HAYDN PAUL WHEELER COMMENCING ON 1/9/2000 AND EXPIRING ON 30/8/2050 (G11 IN GP 349/2000)
- 8936926 UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO ROBERT JOHN RUGLESS AND ANN CATHERINE PERCIVAL RUGLESS COMMENCING ON 1/9/2000 AND EXPIRING ON 30/8/2050 (G8 IN GP 349/2000) AS JOINT TENANTS
- 8936927 UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO TONY NAISH COMMENCING ON 1/9/2000 AND EXPIRING ON 30/8/2050 (G9 IN GP 349/2000)
- 8936928 UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO JASMINA LARA TAJIC COMMENCING ON 01/09/2000 AND EXPIRING ON 30/08/2050 (G1 IN GP 349/2000)
- 8936929 UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO DESERT OASIS PTY. LTD. COMMENCING ON 1/9/2000 AND EXPIRING ON 30/8/2050 (G4 IN GP 349/2000)
- 8940591 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO STEVENS BROTHERS PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F23 IN GP 256/2000)
- 8940591A UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO STEVENS BROTHERS PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B6 IN GP 256/2000)
- 8940592 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO RICHARD ANTHONY STEVENS COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (D4 IN GP 256/2000)
- 8940592A UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ROBERT GIOVANNI RODATO COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (D18 IN GP 256/2000)
- 8940593A MORTGAGE OF UNDERLEASE 8897700 TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
- 8951151 UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO JOHN RIORDAN AND KRISTY RIORDAN COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 OF PORTION (D14 IN

GP 256/2000) AS JOINT TENANTS

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| 8951152 | UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ALLVALE INVESTMENTS PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 OF PORTION (A12 IN GP 256/2000) |
| 8951153 | UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO ROBIN JOHN LEITCH COMMENCING ON 01/09/2000 AND EXPIRING ON 30/08/2050 OF PORTION (G6 IN GP 349/2000) |
| 8970790 | UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO RONALD ERNEST CRADDOCK COMMENCING ON 01/09/2000 AND EXPIRING ON 30/08/2050 (G10 IN GP 349/2000) |
| 8970791 | UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO T & C PROPERTIES (SA) PTY. LTD. COMMENCING ON 1/9/2000 AND EXPIRING ON 30/8/2050 (G12 IN GP 349/2000) |
| 8975316 | UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO JULIENNE ROBIN JAMIESON COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (F6 IN GP 256/2000) |
| 8975317 | UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO BELINDA JANE HARRINGTON COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (B9 IN GP 256/2000) |
| 8976028 | UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO DAVID LESTER COMMENCING ON 01/09/2000 AND EXPIRING ON 30/08/2050 (G3 IN GP 349/2000) |
| 8977821 | UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO JAMES GILBERT HARDY AND JOAN MARGARET HARDY COMMENCING ON 1/9/2000 AND EXPIRING ON 30/8/2050 (G7 IN GP 349/2000) AS JOINT TENANTS |
| 8981492 | UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO D.J.WOOLMAN NOMINEES PTY. LTD. COMMENCING ON 26/5/2000 AND EXPIRING ON 24/5/2050 (E4 IN GP 256/2000) |
| 9094489 | UNDERLEASE OF PORTION OF LAND IN LEASE 8895435 TO ROSEMARY LINDA BENNETTS COMMENCING ON 26/05/2000 AND EXPIRING ON 24/05/2050 (D10 IN GP 256/2000) |
| 9362132 | UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO ABSOLUTE ACCESS AUSTRALIA PTY. LTD. (ACN: 095 991 085) COMMENCING ON 21/05/2002 AND EXPIRING ON 30/08/2050 (G15 IN GP 349/2000) |
| 9419388 | UNDERLEASE OF PORTION OF LAND IN LEASE 8927911 TO ROGER CASHMORE ASHBY AND DEBORAH ANNE ASHBY WITH NO SURVIVORSHIP COMMENCING ON 15/8/2002 AND EXPIRING ON 30/8/2050 (G14 IN GP 349/2000) |
| 10879964 | MORTGAGE OF UNDERLEASE 8936924 TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. |
| 12722265 | MORTGAGE OF UNDER LEASE 8897741 TO FRANK BORG |

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL

Registrar-General's Notes

PLAN FOR LEASE PURPOSES VIDE G255/2000
 PLAN FOR LEASE PURPOSES VIDE G256/2000
 PLAN FOR LEASE PURPOSES VIDE G349/2000
 PLAN DEPOSITED C20673
 PLAN DEPOSITED D55022
 TEXTUAL AMENDMENT VIDE 12881308

Administrative Interests	NIL
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Item No: **13.2**

Subject: **ADJOURNED REPORT – DRAFT FINANCIAL HARDSHIP POLICY AND PROCEDURES**

Date: 9 June 2020

Written By: General Manager Strategy and Business Services

General Manager: Strategy and Business Services, Ms P Jackson

SUMMARY

Administration submitted Item 15.9, Report 142/20 Draft Financial Hardship Policy and Procedures for consideration by Council at its meeting on 26 May 2020.

Council subsequently resolved to adjourn the matter until the next Council meeting on the basis that Council requires further time to discuss and consider the report.

As the adjournment was moved prior to the consideration of the motion, any Councillor can move, second and/or speak to the motion.

RECOMMENDATION

From 26 May 2020 Council Meeting:

That Council:

- 1. endorse the Draft Financial Hardship Policy included in Attachment 1a to this report; and**
 - 2. notes the Draft Financial Hardship Procedure document.**
-

COMMUNITY PLAN

Culture: Being financially accountable

COUNCIL POLICY

Rating Policy

STATUTORY PROVISIONS

Sections 181, 182,182A of the *Local Government Act, 1999* (the Act).

BACKGROUND

Council at its meeting on 26 May 2020 resolved to adjourn (C260520/1914) Report No: 142/20 until the next Council meeting on the basis that Council require further time to discuss and consider the report.

REPORT

This report presents the original report (Report No: 142/20) to be considered by Council after Elected Members sought clarification and held further discussions on the details of the report.

Refer Attachment 1

The Draft Financial Hardship Policy and Procedure are attached with an amendment to the policy requested by the Audit Committee at their meeting on 25 May 2020.

Refer Attachment 1A and 1B

BUDGET

There is no budget impact.

LIFE CYCLE COSTS

There are no lifestyle costs.

Attachment 1



Item No: **15.9**

Subject: **DRAFT FINANCIAL HARDSHIP POLICY AND PROCEDURES**

Date: 26 May 2020

Written By: Manager Financial Services

General Manager: Strategy and Business Services, Ms P Jackson

SUMMARY

With the advent of COVID-19 Council provided additional rate relief delaying the payment of rates without penalty to 31 August 2020. Ratepayers were also advised of the process to apply for additional rate relief due to hardship. Council's website was updated to enable the completion of an on-line hardship application form.

Council's hardship policy is contained within its rating policy with administrative procedures to treat each case on their merits. Given the impact of COVID-19 it is considered timely to prepare separate hardship policy and procedure documents which provide more comprehensive information on the identification and treatment of rate relief.

RECOMMENDATION

That Council:

- 1. Endorse the Draft Financial Hardship Policy included in Attachment 1a to this report; and**
 - 2. notes the Draft Financial Hardship Procedure document.**
-

COMMUNITY PLAN

Culture: Being financially accountable

COUNCIL POLICY

Rating Policy.

STATUTORY PROVISIONS

Sections 181, 182, 182A of the *Local Government Act, 1999* (the Act).

BACKGROUND

Council has in place an annual rating policy which deals with the rate relief. The policy states that Council encourages ratepayers who may be experiencing difficulty to contact Council's Administration to discuss possible support to alleviate hardship. Each application is considered on its individual merits with total confidentiality. Assistance may include the acceptance of periodic payments in lieu of the standard quarterly payment system, and may require the willingness of each applicant to seek free counselling with a financial counselling service provider. Initial inquiries can be made to the Rates Administrator by telephone, emailing or writing.

With the advent of COVID-19 additional rate relief measures were implemented to support ratepayers experiencing hardship due to the unforeseen circumstances. Council's website was updated and an on-line process was created for ease of application. Given the changed circumstances it is considered timely to prepare separate rate relief hardship policy and procedures to ensure all applications are addressed in a fair, equitable, effective and consistent manner.

REPORT

Council's powers to raise rates are contained in Chapter 10 of the Act. The Act also provides several options which payments can be made and/or rate relief granted. Sections 181 and 182 are the most relevant sections regarding rate relief and outline the options available to councils including remission of fines or interest and/or remission and postponement of payment.

In March 2020 the Local Government Association prepared guidelines on preparing a rates hardship policy. Representatives of the Rating and Valuation Workgroup (which sits under the South Australia Local Government Financial Management Group), the Community Managers Network and the President of Revenue Professionals SA assisted in the development of the guidelines.

The guidelines were used to develop the attached policy and procedure documents.

Refer Attachment 1A and 1B

A number of key principles form the basis of these documents as follows:

- The hardship program should be easy to understand and apply for.
- A range of assistance options should be available.
- Ratepayers should be encouraged to utilise financial counselling supports.
- Ratepayers privacy and dignity should be paramount in the process.

Financial Hardship Policy Document

The purpose of the hardship policy is to provide a documented framework which ensures financial support is addressed in accordance with legislation and in a fair, equitable, effective and consistent manner.

The policy outlines the scope, definitions, principles and assistance options. Assessment principles are also listed ensuring that privacy and confidentiality is preserved. Council has in place delegations to the General Manager Strategy and Business and Manager Financial Services for the waiving of fines and/or interest, remission and postponement of payments. The hardship procedures sit underneath the policy and outline the steps to follow when processing applications.

Financial Hardship Procedure Document

The hardship procedure document provides guidance in understanding and processing applications for hardship as permitted under the Act. It provides detailed guidance in the process for receiving and assessing applications including details of the relief options available. The obligations on Council staff to ensure ratepayers are treated respectfully and in confidence is also explained.

Other major areas of procedural explanation include payment arrangements, postponement of rates generally and for seniors, and the remission of fines and interest. Terms and conditions are outlined explaining the obligations of the ratepayer.

Audit Committee Review

Councils Audit Committee received a report on this topic and reviewed the attached documents at its meeting on 25 May 2020.

The documents have been prepared in draft form to enable the Council to review and amend if necessary prior to adoption.

BUDGET

There is no budget impact.

LIFE CYCLE COSTS

There are no life cycle costs.

Attachment 1a



Trim Container	TRIM Container Number
First Issued / Approved:	Date of first issue/approval
Last Reviewed:	Date of last review
	Resolution Number
Next Review:	Review Date

1. PREAMBLE

1.1 Purpose

The City of Holdfast Bay understands that members of our community sometimes face challenging times. The purpose of the Financial Hardship Policy (“the Policy”) is to enable ratepayers who are experiencing financial hardship the ability to make application to Council for assistance relating to rates and charges levied on a property under the *Local Government Act 1999* (“the Act”).

The Policy defines hardship and provides the framework, in accordance with the Act, for the possible granting of a deferral of the payment of rates or changes, or waiver of part or all of those rates and changes.

1.2 Scope

This policy applies to all ratepayers who apply for financial relief. It addresses the principles, eligibility criteria, assistance options, general assessment principles and delegations for dealing with financial hardship.

1.4 Definitions

Act – refers to the *Local Government Act 1999*

Ratepayer - a person or entity whose name appears in the assessment record as the owner, or occupier of a rateable property.

Seniors – a person who holds a State Seniors Card.

Hardship - refers to financial hardship which occurs when a ratepayer is unable to meet their financial commitments due to an unforeseen change in circumstances.

Serious Financial Hardship – refers to personal financial hardship when a ratepayer is unable to provide for basic necessities for themselves and/or their dependents.

Financial Counselling Service – an accredited organisation or individual professionally qualified to provide financial counselling.

FINANCIAL HARDSHIP POLICY

Financial Hardship Procedures – approved documented guidelines for administering Council’s Financial Hardship Policy.

1.5 Strategic Reference

Culture: Providing customer-centered services
Culture: Being financially accountable
Culture: Supporting excellent, efficient operations
Economy: Making it easier to do business
Economy: Supporting and growing local business
Community: Fostering and engaged and contributing community

2. PRINCIPLES

2.1 Objective

The objective of this policy is to:

- Provide assistance to ratepayers experiencing financial hardship.
- Provide a mechanism that enables people to feel comfortable approaching Council about outstanding debts and current financial hardship circumstances.
- Provide ratepayers with assurance they will be treated in a consistent, equitable and confidential manner.
- Ensure the policy is fair to all ratepayers.
- Ensure Council’s debt collection practices are sensitive, responsive to financial hardship issues and considered as a last resort.
- Demonstrate Council’s constructive culture and core values.

2.2 General Principles

Municipal rates constitute a majority of Council’s annual income. Council’s powers to raise rates are contained in Chapter 10 of the Local Government Act 1999 (the Act). Section 182 of the Act provides for the remission and postponement of rate payments.

In receiving an application for financial relief, Council will consider the following general principles:

- a) The payment of rates will cause hardship having regard to the ratepayer’s individual circumstances.

FINANCIAL HARDSHIP POLICY

- b) The nature of the hardship, whether it is temporary due to unusual personal or economic circumstances, or ~~long-term~~ hardship caused by permanent changes in life circumstances and/or financial situation, and the most appropriate measures to support the ratepayer.
- c) The additional support that could be provided to the ratepayer, including encouraging financial counselling and other support services.
- d) The extent the assistance does not have an unfair impact on other ratepayers.

Hardship does not include circumstances where a ratepayer chooses not to meet a liability for an unpaid debt.

Additional support will be considered in instances where hardship is endemic, as in the case of a pandemic or financial crisis.

2.3 Financial Hardship

For the purpose of this policy, financial hardship is considered a change in circumstances which will affect the ability of a ratepayer to pay rates and charges.

Council recognises that not all circumstances are alike, and that financial hardship may arise from a range of individual circumstances, including but not limited to, the following situations:

- Unemployment
- Sickness or injury
- Family break down
- Low income or loss of income

Applications are to be assessed in a consistent manner while retaining the flexibility to respond to individual circumstances.

All relevant factors are taken into consideration and each application is assessed on its merit.

The following additional general principles apply:

- a) Privacy and confidentiality is preserved.
- b) Applicants are informed on the progress of their application in a timely manner.

FINANCIAL HARDSHIP POLICY

- c) Additional information requests may be made when necessary.
- d) Referrals may be made to a financial counselling service provider to assist with completing the application.
- e) In situations of an unsuccessful application, applicants will be advised of reasons for refusal and their complaint and appeal rights.
- f) Successful applicants are advised of agreed terms and conditions including what action will be taken if the applicant defaults on the payment arrangement.

2.4 COVID-19 Impact

Council understands that many in our community are experience financial hardship due to the COVID-19 pandemic.

Priority for assistance will be considered for:

- Commercial ratepayers who have been required to close due to COVID-19;
- Commercial ratepayers eligible for the 'JobKeeper' payments;
- Non-commercial ratepayers eligible for the 'JobSeeker' or 'JobKeeper' payments; and
- Any other ratepayers experiencing financial hardship due to income dropping by 15 per cent or more.

This measure will remain in place for the period the COVID-19 emergency is declared by the Government of South Australia.

2.5 Financial Relief Options

Financial relief options are covered within the Act and are summarised as follows:

- a) Payment arrangements including individually tailored time payment plans s181(4)(b).
- b) Remission of fines and interest s181(9).
- c) Postponement enables the deferral of payments in whole or part with or without recovery of interest s182.
- d) Seniors postponement scheme s182A – seniors can choose to postpone a portion of their rates on their principal place of residence until the property is sold or any time of their choosing. The scheme is non-concessional and interest is charged on the postponed amount.

FINANCIAL HARDSHIP POLICY

- e) Full remission s182(1)(b) - considered in circumstances where the ratepayer can demonstrate long-term serious financial hardship and generally considered as a last resort.

Council's preference is to not waive rates on the basis it is considered equitable for the majority of ratepayers to subsidise the property assets of hardship applicants. A more equitable solution for the entire community is to defer rates and charges. However, Council will consider the waiving or reduction of rates for ratepayers where exceptional circumstances are experienced, and where severe impact can be demonstrated.

2.6 Council Delegations

Delegations are in place for the waiving of fines and/or interest incurred under Section 181 (9) to the Chief Executive Officer, General Manager Strategy and Business Services and Manager Financial Services.

Delegations are in place for remission and postponement of payment under Section 182 to the General Manager Strategy and Business Services and Manager Financial Services.

2.7 Financial Hardship Procedure

Financial Hardship procedures sit underneath this policy and outline the internal steps for Council staff to follow when processing an application.

Attachment 1b



1. **PREAMBLE**

The objective of this procedure is to provide guidance for City of Holdfast Bay Council employees to assist ratepayers who are experiencing financial hardship. These procedures support the Financial Hardship Policy.

1.1 **Background**

The *Local Government Act 1999* (the Act) describes the general principles for payment, remission postponement and non-payment of rates. These are covered within sections 181, 182 and 182A.

The Act permits ratepayers to apply to Council for postponement or remission of rates in whole or part if Council is satisfied the payment would cause hardship.

Council has in place a Financial Hardship Policy which provides a framework ensuring financial support is addressed in accordance with legislative requirements in a fair, equitable, effective and consistent manner.

1.2 **Purpose**

This procedure document provides guidance in understanding and processing applications for hardship as permitted under the Act and in accordance with the Financial Hardship Policy.

1.3 **Scope**

This procedure applies to all ratepayers who apply for financial relief.

1.4 **Definitions**

Act – refers to the *Local Government Act 1999*

Ratepayer - a person or entity whose name appears in the assessment record as the owner, or occupier of a rateable property.

Seniors – a person who holds a State Seniors Card.

Financial Hardship - refers to financial hardship which occurs when a ratepayer is unable to meet their financial commitments due to an unforeseen change in circumstances.

Serious Financial Hardship – refers to personal financial hardship when an individual is unable to provide for basic necessities for themselves and/or their dependents.

Financial Counselling Service – an accredited organisation or individual professionally qualified to provide financial counselling.

Financial Hardship Policy – approved Financial Hardship Policy.

2. **PROCESS**

A process exists to consider and assess each application for hardship on its merits.

It is preferred that the application be prepared or supported by a free professional accredited financial counselling service provider.

A list of free accredited financial counselling service providers will be provided to the ratepayer on application.

Each application is assessed on its merits and in confidence.

2.1 **Application process**

Applications for hardship involve completing a prescribed form and can be accepted in a number of ways:

- By completing the form on-line via Councils website
- Directly in person at Council offices or via email.
- Through a financial counselling service on behalf of the ratepayer

The form enables the inclusion of additional information which may include details and supporting evidence of the ratepayer's current financial position, ability to pay or other relevant information.

Evidence of loss of employment or business viability may be considered sufficient to support an application for hardship.

Council's preference is for the applicant to seek professional financial counselling support to assist them in the process and in providing relevant supporting information.

Council will assist in referring applicants to a financial counselling service if required.

Applicants attending financial counselling are required to complete a -

- Financial Hardship application form
- authority to act form for an accredited financial counsellor (if applicable)
- income and expenditure statement.

Relief options

The nature and type of applications can vary and a number of relief options exist as follows:

- Extended payment arrangements
- Postponement of rates in whole or part
- Seniors postponement of rates
- Remission of fines and interest
- Full remission – generally considered last resort and in cases of serious financial hardship.

Ratepayer treatment and communication

Ratepayer's applying for hardship will;

- Be treated respectfully, empathetically and have their circumstances kept confidential
- receive information about the Financial Hardship Policy
- be asked to seek assistance of an accredited financial counselling service
- be requested to negotiate a mutually acceptable arrangement
- receive written confirmation of the agreed arrangement
- agree to renegotiate their arrangement if there is a change in their circumstances
- be protected from legal action and additional debt recovery costs, whilst they continue to adhere to an agreed arrangement.

2.2 **Payment Arrangements**

Payment arrangements include ongoing progress payments based on the applicant's capacity to pay.

The following guidelines apply and the agreed amounts must:

- Include arrears and ongoing council rates where possible
- have fair and reasonable timeframes to pay the debt – preferably by 30th June of the financial year of the application
- include an agreed payment frequency (eg weekly, fortnightly, monthly)
- be mutually negotiated and agreed including terms and conditions.

Consideration will be given to remitting fines and interest owing at time of application, subject to delegated approval by Manager Financial Services or General Manager Strategy and Business Services.

Future fines and interest will not be charged on the proviso that the payment plan is honoured and remains up to date in accordance with the agreed terms and conditions.

Formal debt recovery will not be commenced on the proviso that the arrangements are honoured as agreed.

2.3 **Postponement of Rates**

Postponement enables ratepayers to defer payment of rates until such time as the property is sold or circumstances change.

The act allows Council to impose conditions it sees fit in respect of postponement.

In this regard delegated authority is given to the Manager Financial Services and General Manager Strategy and Business services to impose conditions that are fair and reasonable.

Conditions deemed reasonable include paying interest on the outstanding amount based on the cash advance debenture rate for the financial year in question.

Postponement arrangements cease to operate if revoked by the Manager Financial Services or General Manager Strategy and Business Services or if the ratepayer ceases to own or occupy the property.

Additional postponement support will be considered in instances where hardship is endemic as in the case of a pandemic or financial crisis. In these instances Council will approve any revised postponement criteria.

2.4 Postponement of Rates - Seniors

The Act allows for the postponement of the payment of the prescribed portion of rates for seniors for current or future financial years if:

- the ratepayer holds, or qualifies to hold, a current State Seniors Card issued by State Government,
- the person is, or is the spouse of, the prescribed ratepayer
- the rates are payable on land that is the principal place of residence of the prescribed ratepayer and;
- the land is owned by the prescribed ratepayer or his/her spouse; and
- no other person has an interest (as owner) in the land

Eligible ratepayers are required to pay a minimum of \$500 per year toward their Council rates with payment of the remaining balance postponed for an indefinite period, until their property is sold or eligibility ceases.

Should the entitlement to postponement cease to exist, the owner of the land must inform council.

The interest rate which will apply to the postponement amount for the rating year is based on the annual Cash Advance rate plus 1%. This will be applied to the total amount postponed on a monthly basis, compounded until the amount is paid.

2.5 Remission of rates, fines and interest

This financial relief involves the writing off rates in whole or part and requires an element of hardship before it applies.

Applicants will need to show why the rates, fines and interest applied are causing hardship.

Remissions are appropriate only in circumstances where the ratepayer can demonstrate serious and long-term hardship where there is little or no chance of an improvement in the ratepayer's financial circumstances.

This form of hardship relief is considered as a last resort and requires approval under delegated authority by the Manager Financial Services or General Manager Strategy and Business Services.

2.6 Completion of hardship assistance

Completion of hardship assistance is when the ratepayer has paid all outstanding debt.

The ratepayer will be returned to regular billing cycles after they have successfully completed the hardship assistance.

The ratepayer will be advised that they have completed their hardship payment arrangement and be given the option to continue making ongoing payments towards their current council rates based on their historical annual rates.

2.7 Terms and conditions

Ratepayers that have applied for and negotiated financial relief within Councils Financial Hardship policy are required to;

- make the agreed scheduled payments (where applicable)
- update Council on any changes to contact information including correct postal address, phone numbers and email address
- advise Council if the reasons of hardship assistance are no longer applicable
- advise Council of any other relevant changes to their circumstances
- maintain contact with Council's rates staff
- treat Council's employees respectfully
- not make false or misleading statements in application of assistance.

The ratepayer will be removed from hardship assistance, and be returned to the standard rate collection cycles, including debt recovery;

- should they cease to make payments or meet the agreed arrangement plan

- fail to contact, or respond to, Council for a period of greater than 60 days

The ratepayer will be advised that they have been removed from receiving hardship assistance for not meeting their obligations. Debt recovery processes will recommence, which may include legal action.

3. REFERENCES

3.1 Legislation

- *Local Government Act 1999* (South Australia)
- *Local Government (General) Regulations 1999* (South Australia)
- *Rates and Land Tax Remissions Act 1986*

3.2 Other References

- Financial Hardship Policy
- Postponement of Rates for Seniors application form

FINANCIAL HARDSHIP POLICY PROCEDURES

Date Endorsed by Senior Leadership Team	click here to enter date
General Manager Signature	Signature placed here
Date of General Manager Signature	click here to enter date

Item No: **14.1**

Subject: **MINUTES - AUDIT COMMITTEE MEETING – 25 MAY 2020**

Date: 9 June 2020

Written By: Personal Assistant – Strategy and Business Services

General Manager: Strategy and Business Services, Ms P Jackson

SUMMARY

The minutes of the meeting of the Audit Committee held 25 May 2020 are presented to Council for information and endorsement.

RECOMMENDATION

1. **That Council notes the minutes of the meeting Audit Committee of 6 May 2020 namely:**
 - (a) **That the Audit Committee advises Council it has received and considered a Standing Items Report addressing:**
 - **Monthly Financial Statements**
 - **Risk Management and Internal Control**
 - **Audit – External/Internal**
 - **Public Interest Disclosures – previously Whistle Blowing**
 - **Economy and efficiency audits**
 - **Audit Committee Meeting Schedule**
 - **Business Continuity Planning - Update**
 - (b) **That the Audit Committee supported the draft 2020-21 Annual Business Plan for presentation to Council for the purpose of public consultation.**
 - (c) **That the Audit Committee supported the draft Financial Hardship Policy for adoption by Council and noted the Financial Hardship Procedure.**
-

COMMUNITY PLAN

A Place that Provides Value for Money

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Local Government Act 1999, Sections 41 and 126

BACKGROUND

The Audit Committee is established under Section 41 of the *Local Government Act 1999*, and Section 126 of the *Local Government Act 1999* defines the functions of the Audit Committee to include:

- reviewing annual financial statements to ensure that they present fairly the state of affairs of the council;
- proposing, and providing information relevant to, a review of the council's strategic management plans or annual business plan;
- proposing, and reviewing, the exercise of powers under section 130 A;
- if the council has exempted a subsidiary from the requirement to have an audit committee, the functions that would, apart from the exemption, have been performed by the subsidiary's audit committee;
- liaising with the council's auditor; and
- reviewing the adequacy of the accounting, internal control, reporting and other financial management systems and practices of the council on a regular basis.

REPORT

Minutes of the meeting of the Audit Committee held on 25 May 2020 are attached for Members' information.

BUDGET

Not Applicable

LIFE CYCLE COSTS

Not Applicable

Attachment 1



Minutes of the meeting of the Audit Committee of the City of Holdfast Bay via Electronic Means in a Virtual Meeting Room on Monday 25 May 2020 at 6:31pm.

PRESENT

Members

Visual and Audio Presence

Presiding Member – Councillor J Smedley

Councillor R Snewin

Mr S Spadavecchia

Mr S Tu

Ms P Davies

Staff

Visual and Audio Presence

Chief Executive Officer – Mr R Bria

General Manager Strategy and Business Services – Ms P Jackson

General Manager Alwyndor – Ms B Davidson-Park

Manager Finance – Mr J Newton

Financial Manager Alwyndor – Ms L Humphrey

Guests

Visual and Audio Presence.

Mayor A Wilson

Mr Andrew Tickle – Partner, Audit and Assurance - BDO

Ms Chelsea Aplin – Audit Manager - BDO

1. OPENING

The Presiding Member declared the meeting open at 6.31pm.

2. APOLOGIES

2.1 Apologies Received

2.2 Absent

3. DECLARATION OF INTEREST

Members were reminded to declare their interest before each item.

4. CONFIRMATION OF MINUTES

Motion

That the minutes of the Audit Committee held on 6 May 2020 be taken as read and confirmed.

Moved by Ms Davies, Seconded by Mr Spadavecchia

Carried

5. PRESENTATIONS - Nil

6. ACTION ITEMS

6.1 Action Item List – 25 May 2020

7. REPORTS BY OFFICERS

7.1 **Standing Items** (Report No: 137/20)

The Audit Committee was provided with a report on Standing Items.

Motion

That the Audit Committee advises Council it has received and considered a Standing Items Report addressing:

- **Monthly financial statements**
- **Risk Management and Internal control**
- **Audit – External/Internal**
- **Public Interest Disclosures – previously Whistle-Blowing**
- **Economy and efficiency audits**
- **Audit Committee Meeting Schedule**
- **Business Continuity Planning - Update**

Moved Cr Snewin, Seconded Mr Tu

Carried

7.2 **Draft Annual Business Plan** (Report No: 138/20)

The Draft 2020-21 Annual Business Plan was presented to Council for endorsement and release for community engagement on 26 May 2020. It has been developed having regard to the "Our Place" 2030 Strategic Plan (Our Place) Asset Management Plans, Long Term Financial Plan and directions provided by Council.

The advent of the COVID-19 pandemic impacted the budget preparation and parameters. The draft budget includes a provision to support our community and businesses through COVID-19 and the ensuing recovery phase. This includes \$179,000 in measures and \$250,000 in a COVID-19 Fund to support the community

and businesses through recovery. The budget also includes forecast loss of non-rate revenue associated with the pandemic of \$766,500.

The draft budget has been further developed with a general rate increase of 2.4% which includes a 0.8% provision for the Waste Levy.

Pursuant to its term of reference, the Audit Committee has reviewed the assumptions, parameters and outcomes providing comments to Council in relation to the draft budget and associated Annual Business Plan.

Motion

That the Audit Committee support the draft 2020-21 Annual Business Plan, as presented, for presentation to Council for the purpose of public consultation.

Moved Ms Davies, Seconded Councillor Snewin

Carried

7.3 **Draft Financial Hardship Policy and Procedure** (Report No: 139/20)

With the advent of COVID-19 Council provided financial relief to ratepayers by delaying the payment of rates without penalty to 31 August 2020. Ratepayers were also advised of the process to apply for additional rate relief due to hardship.

Council's hardship policy is contained within its rating policy with administrative procedures to treat each case on their merits. Given the impact of COVID-19 it is considered timely to prepare a separate Financial Hardship Policy and Procedure to provide more comprehensive information on the identification and treatment of rate relief.

Motion

That the Audit Committee advises Council that:

- 1. it supports the draft Financial Hardship Policy for subsequent policy adoption by Council; and**
- 2. notes the draft Financial Hardship Procedure.**

Moved Mr Spadavecchia, Seconded Mr Tu

Carried

7.4 **Prudential Review Policy and Procedure** (Report No: 140/20)

A Prudential Review Policy was approved on 13 March 2018. While a policy review was not due until March 2021, the Policy has been reviewed early at the request of the Audit Committee.

A desktop review of other Councils' policies has been undertaken and an amended Prudential Management Policy is submitted for the Audit Committee's consideration and comment prior to being submitted to Council for approval.

Adjournment

That the report be adjourned until the next Audit Committee meeting on the basis that the Committee require further information in relation to the process and timing of Prudential Reviews.

8. URGENT BUSINESS – SUBJECT TO THE LEAVE OF THE MEETING – Nil

9. CONFIDENTIAL ITEMS - Nil

10. DATE AND TIME OF NEXT MEETING

The next meeting of the Audit Committee will be held on Thursday 23 July at 6.00pm

11. CLOSURE

The Meeting closed at 7.56PM

CONFIRMED Thursday 23 July 2020

PRESIDING MEMBER

Item No: **15.1**

Subject: **ITEMS IN BRIEF**

Date: 9 June 2020

Written By: Personal Assistant

General Manager: Strategy and Business Services, Ms P Jackson

SUMMARY

These items are presented for the information of Members.

After noting the report any items of interest can be discussed and, if required, further motions proposed.

RECOMMENDATION

That the following items be noted and items of interest discussed:

1. Adelaide Airport Master Plan

COMMUNITY PLAN

Culture: Supporting excellent, efficient operations

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Not applicable

REPORT

1. Adelaide Airport Master Plan

Adelaide Airport Limited (AAL) released a Master Plan document for the Adelaide Airport for consultation in August 2019 and closed in late October 2019. The Master Plan outlines the vision and growth of the Adelaide Airport for the next 20 years, with the next Master Plan to be released in 8 years' time.

A draft submission for the consultation was presented to Council in October 2019, with an acknowledgement received from AAL shortly after. The following concerns were raised by Council in the response submitted to AAL:

1. Council seeks that noise level and noise frequency increases are minimised in the area of Glenelg North which interfaces with the south-western boundary of the Airport and runway;
2. Council supports the inclusion of a future vehicle exit directly onto Tapleys Hill Road to reduce travel time from Glenelg, a major tourist destination of the state;
3. Environmental management actions and initiatives are followed, in particularly relating to stormwater runoff and pollution within the Morphett Precinct and Patawalonga watercourse network; and
4. Consideration is given to improve the passenger drop off/collection area for vehicles and provisions made for increased public transport.

The concerns raised weren't as a result of shortfalls in the Master Plan, but rather that issues relevant to the City of Holdfast Bay were raised they were addressed in any future changes to the Master Plan.

Consultation Outcomes

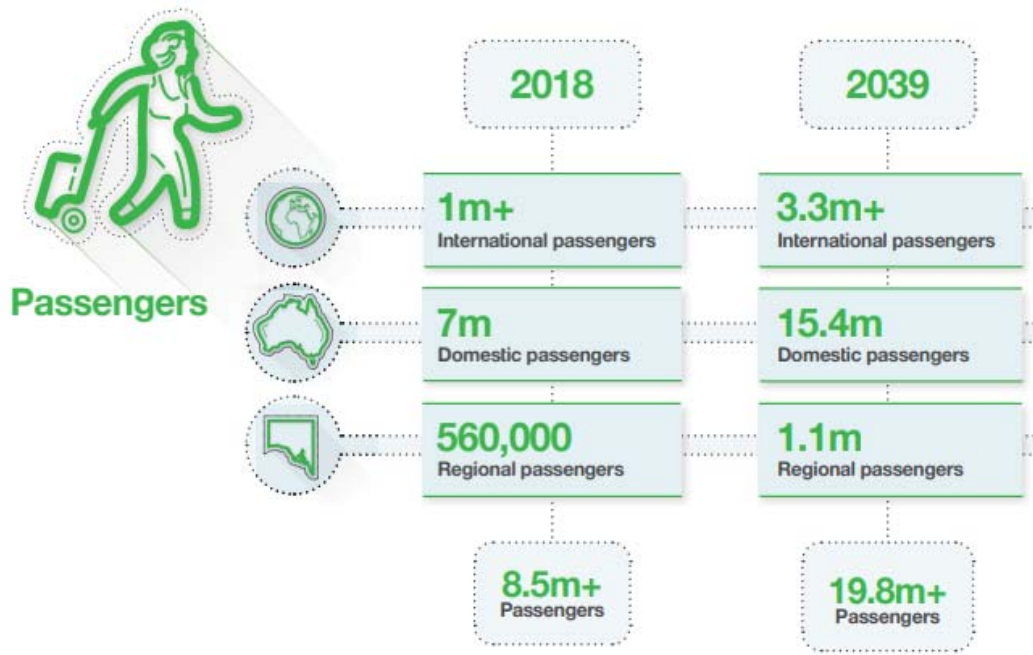
Adelaide Airport has not presented any summary of the responses received during the consultation, nor any details of what was amended in the Master Plan.

The Master Plan was approved by the Minister for Infrastructure, Transport and Regional Development on 2 March 2020, which given the recent events is rather unfortunate timing for this Master Plan.

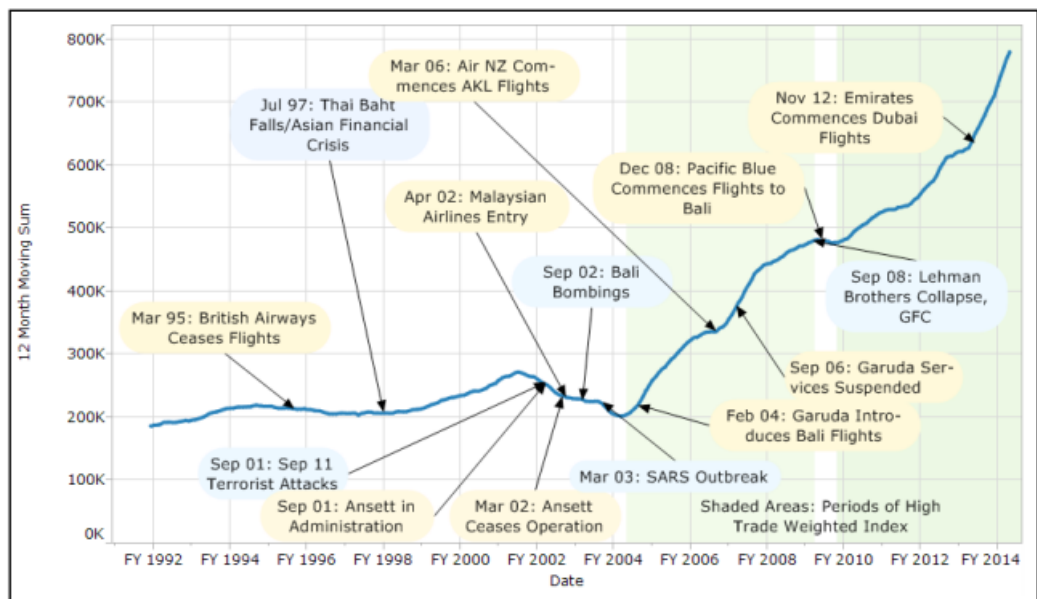
Since early March Covid-19 has had catastrophic impacts on section of the economy, especially domestic and international travel including air freight. Given the unexpected emergence of COVID19, the Master Plan does not cover that impact. Also during this time, Virgin Australia has gone into receivership which could impact on volume of flights into the South Australian market.

Of the four concerns raised in Council's response, it doesn't appear that any amendments were made to the final Master Plan. It is noted that in the short term noise levels will be reduced as a result of the reduce amount of aircraft travel. Given the reduce amount of passenger aircraft travel, the long term proposal for vehicle exit directly onto Tapleys Hill Road looks less likely, or may be further delayed into the future.

The pollution impacts to the Patawalonga are harder to predict, but again given the reduced amount of aircraft travel the amount of pollution from the airport site should be reduced in the short term which is a positive for the City of Holdfast Bay. Whilst the current situation is extremely unusual, it is important to note that over the last 15 years there has been a substantial growth in international travellers to Adelaide from 200,000 in 2005 to over 1 million in 2018. As we are still in the pandemic phase there are no clear predictions as to what the total impact will be, but presumably in the longer term the upwards trajectory of airport growth will continue.



Predicted passenger movements for the next 20 years



Growth trend for International passengers since 1991

Item No: **15.2**

Subject: **UPDATE TO BEACH WRACK (SEAGRASS) REMOVAL POLICY**

Date: 9 June 2020

Written By: Team Leader Environment & Coast

General Manager: City Assets and Services, Mr H Lacy

SUMMARY

This report seeks approval of the Beach Wrack (Seagrass) Removal Policy. The policy has been reviewed. The changes to the policy have been highlighted through a tracked changes version (refer Attachment 2) together with the original policy (refer Attachment 1).

The revised Policy is based on the previous policy with minor updates and so does not require community consultation.

RECOMMENDATION

That Council approve the revised Beach Wrack (Seagrass) Removal Policy as per Attachment 2.

COMMUNITY PLAN

Environment: Protecting Biodiversity
Environment: Building an environmentally resilient city
Culture: Providing customer-centred services
Culture: Enabling high performance
Culture: Being financially accountable
Culture: Supporting excellent, efficient operations

COUNCIL POLICY

Not applicable.

STATUTORY PROVISIONS

Local Government Act 1999

BACKGROUND

The *Local Government Act 1999* (the Act), requires councils to keep council policies under review to ensure they are appropriate and effective (Section 59).

Policies are an important part of the good governance of the City of Holdfast Bay. They protect the organisation and provide our community with confidence that we will undertake operations in a consistent, fair and equitable way.

REPORT

This Policy was first approved by Council on 25 September 2017 and is due for review. The original Policy is provided in Attachment 1 and the revised policy with tracked changes changes is presented in Attachment 2.

Refer Attachment 1 and 2

The changes made to the policy are namely:

- updated sentence in Background, referencing commercial beach wrack harvesting and its regulation;
- updated Definition to be more correct and in line with the definition used by the Coast Protection Board;
- expansion to Principle 2.2 to explain in more detail exceptions to the policy; and
- included an additional Reference to a factsheet about beach wrack produced by the Coast Protection Board.

The Coast Protection Board was consulted as part of the review. They made some minor amendments and have approved the policy.

The amended policy will be placed on Council's webpage once endorsed by Council.

Policy Review Timeframe

As this policy is low risk, the review period has been set at 3 years. This policy will be updated if there are any legislative changes or any other recommendations from Administration, but otherwise reviewed by Council in this timeframe.

BUDGET

Not applicable.

LIFE CYCLE COSTS

Not applicable.

Attachment 1



Trim Container	FOL/17/1743
First Issued / Approved:	25/09/2007
Last Reviewed:	26/09/2017
	C260917/910
Next Review:	30/06/2020

1. PREAMBLE

1.1 Background

Beach wrack is a naturally occurring process and is vital to the sustainability of beach and marine environments. It provides a source of recycled nutrients for living seagrass beds, provides shelter and food for a variety of organisms and acts as a barrier for coastal erosion. Its abundance is largely based upon wave and tide action, thus making it highly seasonally variable. Build-ups and natural removal of the wrack can occur very rapidly.

As well as having significant environmental impacts, beach wrack is used in many everyday products such as toothpaste, flavoured milk and in commercial products such as fertilizer and aquaculture food. As a result harvesting is a small but rapidly developing industry in temperate Australia. Harvesting generally requires the use of heavy vehicles and machinery, thus exposing beach users and adjacent tenants to the imposition of having to co-exist with hazardous equipment and machinery.

1.2 Purpose

The purpose of this document is to provide a consistent approach to the Community and also to ensure Council operates within the principles of ecologically sustainable development.

1.3 Scope

This document applies to beach wrack on all beaches within the City of Holdfast Bay.

1.4 Definitions

Beach Wrack refers to the piles of seaweed, terrestrial plants and animal remains that wash ashore and are found in the tide line. Wrack is mostly composed of seagrass, from off shore seagrass beds, which are broken off and transported during rough weather.

1.5 Strategic Reference

Environment: Protecting Biodiversity
 Environment: Building an environmentally resilient city

BEACH WRACK (SEAGRASS) REMOVAL POLICY

Environment: Fostering an environmentally connected community

2. PRINCIPLES

2.1 The City of Holdfast Bay does not support the removal of beach wrack from its section of the metropolitan Adelaide coast for the following reasons:

- a. Increased exposure to beach erosion
- b. Vehicular damage to coastal ecosystems
- c. Aesthetic, nuisance, safety, risk management concerns surrounding seagrass removal process
- d. Depletion and degradation of near-shore marine environment and
- e. Loss of micro-habitats within beach wrack.

2.2 Exceptions to this policy may include the removal of waste matter and litter caught up in the beach wrack for reasons of public health and safety. Seagrass may be shifted from some areas for reasons of accessibility, but every attempt should be made to retain the material within the coastal ecological system.

3. REFERENCES

3.1 Legislation

- *Local Government Act 1999*

3.2 Other References

Nil

Attachment 2





BEACH WRACK (SEAGRASS) REMOVAL POLICY

Trim Container	TRIM Container Number
Trim Document Number:	TRIM Document Number
First Issued / Approved:	25/09/2007
Last Reviewed:	30/06/2020
Next Review:	30/6/2023
Responsible Officer:	Team Leader Environment and Coast
Date Placed on Intranet::	Date Placed on Intranet

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1. PREAMBLE

1.1 Background

Beach wrack is a naturally occurring process and is [an essential component of coastal ecosystems](#). It provides a source of recycled nutrients for living seagrass beds, provides shelter and food for a variety of organisms and acts as a barrier for coastal erosion. Its abundance is largely based upon wave and tide action, thus making it highly seasonally variable. Build-ups and natural removal of the wrack can occur very rapidly.

As well as having significant environmental impacts, [such as providing habitat for invertebrates upon which shorebirds \(e.g. hooded plovers\) feed, chemicals from washed up seaweeds are used in many products such as toothpaste, flavoured milk, fertiliser and aquaculture food. As a result commercial harvesting of seaweed from beaches is a small industry in temperate Australia. Commercial harvesting in South Australia is regulated by PIRSA and is generally restricted to Victoria, Tasmania and south-eastern South Australia.](#)

1.2 Purpose

The purpose of this document is to provide a consistent approach to the Community and also to ensure Council operates within the principles of ecologically sustainable development.

1.3 Scope

This document applies to beach wrack on all beaches within the City of Holdfast Bay.

1.4 Definitions

Beach Wrack refers to the [accumulated](#) piles of seaweed, [seagrass, and](#) terrestrial plants and animal remains that wash ashore [naturally](#) and [is found at the high](#) tide line. Wrack [within the City of Holdfast Bay](#) is mostly composed of seagrass [leaves](#), from off shore seagrass beds, which are broken off and transported [by natural processes such as the tides, wind and waves. Marine and land-based debris are also commonly found amongst beach wrack.](#)

BEACH WRACK (SEAGRASS) REMOVAL POLICY

1.5 Strategic Reference

Environment: Protecting Biodiversity
Environment: Building an environmentally resilient city
Environment: Fostering an environmentally connected community

2. PRINCIPLES

2.1 The City of Holdfast Bay does not support the removal of beach wrack from its section of the metropolitan Adelaide coast for the following reasons:

- a. Increased risk of beach erosion
- b. Vehicular damage to coastal ecosystems
- c. Depletion and degradation of near-shore marine environment and
- d. Loss of micro-habitats within beach wrack
- e. Aesthetic, nuisance, safety, risk management concerns surrounding seagrass removal process.

2.2 Exceptions to this policy may include the removal of waste matter and litter caught up in the beach wrack for reasons of public health and safety.

Seagrass may be shifted from some areas for reasons of accessibility, but every attempt should be made to retain the material within the coastal ecological system. [In cases where seagrass needs to be removed for accessibility or safety, Council must work with the Coast and Marine Branch of the Department of Environment and Water to ensure that the removal strategy is sustainable and does not negatively impact the surrounding environment and its inhabitants.](#)

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3. REFERENCES

3.1 Legislation

- *Local Government Act 1999*

3.2 Other References

[Coastline Factsheet No. 38 \(2017\). What is beach wrack? Coast Protection Board.](#)

Item No: **15.3**

Subject: **BRIGHTON LACROSSE CLUB AND BRIGHTON SPORTS AND SOCIAL CLUB LEASE AGREEMENTS**

Date: 9 June 2020

Written By: Team Leader Commercial and Leasing

General Manager: City Assets and Services, Mr H Lacy

SUMMARY

Following the 2017 expiration of the Memoranda of Lease held with the Brighton Lacrosse Club (**Lacrosse**) and with the Brighton Sports and Social Club (**BS&SC**), the long-term tenants of the Brighton Oval continued to occupy and use their former buildings and playing fields in Hold Over mode.

As part of the current Brighton Oval precinct redevelopment, the two Clubs' former clubrooms were demolished to allow for the construction of two new, substantially larger and more complex facilities. The footprint of the land remains the same in both cases.

To reflect the new build and to apply the provision set out in the Sporting and Community Club Leasing Policy (as approved by Council on 24 April 2018), it is recommended that Council enter into a new lease with each club governing their exclusive use of the relevant new clubroom and their non-exclusive use of the relevant portion of Brighton Oval. Full details of the proposal are outlined within this report.

RECOMMENDATION

That Council:

- 1. enters into a new Lease with the Brighton Lacrosse Club Incorporated over a portion of land at Brighton Oval for a period of five years commencing from the date of occupation, with an Option to Renew for a subsequent five years;**
- 2. charges the Brighton Lacrosse Club (as lessee) an annual rent in the first year of \$5,971 (plus GST) with annual incremental increases in subsequent years as outlined in Table 1 of the report;**
- 3. enters into a new Lease with the Brighton Sports and Social Club over a portion of land at Brighton Oval for a period of five years commencing from the date of occupation, with an Option to Renew for a subsequent five years;**

4. charges the Brighton Sports and Social Club (as lessee) an annual rent in the first year of \$8,207 (plus GST) with annual incremental increases in subsequent years as outlined in Table 1 of the report;
 5. endorses the Mayor and Chief Executive Officer to be authorised to execute and seal any documents required to give effect to these two leases; and
 6. endorse that the Brighton Rugby Club lease be changed to reflect the agreed changes during negotiations, as have been incorporated in the other club leases. (Attachment 4)
-

COMMUNITY PLAN

Placemaking: Creating lively and safe places

Community: Providing welcoming and accessible facilities

Community: Fostering an engaged and contributing community

COUNCIL POLICY

Sporting and Community Leasing Policy: 24 April 2018 - Motion No.: C240418/1124

STATUTORY PROVISIONS

Local Government Act 1999.

Retail and Commercial Leases Act 1995.

BACKGROUND

Previous Reports, Applications and Decisions

- Council Report No.: 134/18; Item No.: 14.5, New Lease Brighton Lacrosse Club – Lease, 24 April 2018 (Resolution No.: C240418/11/31).
- Council Report No.: 136/18; Item No.: 14.7, New Lease Brighton Sports and Social Club Lease, 24 April 2018 (Resolution No.: C240418/11/33).
- Council Report No.: 460/19; Item No.: 15.6, Brighton Oval Lease Agreements, 10 December 2019 (Motion No.: C101219/1702).
- Council Report No.:69/20; Item No.: 15.4, Brighton Rugby Union Football Club Lease agreement, 10 March 2020 (Motion No.: C101219/1702).

Following the expiration of the Memoranda of Lease held between the City of Holdfast Bay and the Brighton Lacrosse Club (**Lacrosse**) and the Brighton Sports and Social Club (**BS&SC**) in 2017, Council endorsed, in April 2018, new lease documents for use by each club of a portion of Brighton Oval (Motion C240418/11/32 Report 135/18).

These documents were drafted to reflect Council's updated Sporting and Community Leasing Policy (approved by Council on 24 April 2018) and provided for non-exclusive use of a portion of the Brighton Oval together with exclusive use of the old clubroom buildings occupied at the time.

The terms included:

- period of five years commencing 1 July 2018;
- option to renew for a subsequent five years; and
- annual rent (inclusive of building rent and grounds maintenance contribution) commencing at \$4,858 for Lacrosse (plus GST) and \$8,482 for BS&SC, both subject to annual CPI increases.

However these documents were never fully executed and the tenants remained in holdover pursuant to their respective leases which expired in 2017 and the annual rent remained at \$4,539.00 for Lacrosse and \$7,108.00 for BS&SC.

The Clubs did not pay any grounds maintenance charges under their previous leases.

In the meantime, the Sporting and Community Leasing Policy was endorsed by Council on 24 April 2018 to ensure a balance between commerciality, community benefits and the long term viability of sporting clubs and to provide consistency and transparency in the treatment of leases.

Refer Attachment 1

Redevelopment of the Brighton Oval precinct

As part of the current Brighton Oval precinct redevelopment, the three former clubrooms (Rugby, BS&SC and Lacrosse) were demolished to allow for the construction of new substantially larger and more complex facilities, with double storey, additional uni-sex changerooms and more extensive clubrooms, kitchen, plant and equipment.

New leases are now required before the Clubs enter the new premises which cover exclusive use of the building and non-exclusive use of the playing fields as portions of Brighton Oval.

REPORT

The new leases have been prepared under the Retail and Commercial Leases Act 1995 and are based on the provisions of Council's Sporting and Community Leasing Policy.

Each Lease comprises:

- Lease terms and conditions;
- Schedule 1;
- Schedule 2 – Maintenance Schedule;
- Schedule 3 – Plan of Premises (leased area);

- Schedule 4 – Plan of Field (licensed area); and
- Rules and Regulations.

Copies of the draft Memorandum of Lease for Lacrosse and BS&SC are presented in Attachment 2 and 3 respectively, with copies of Council's Disclosure Statements presented in Attachment 4 and 5.

Refer Attachments 2 and 3, 4 and 5

Administration has been working with Lacrosse, BS&SC and Brighton Rugby Union Football Club Incorporated (**Rugby Club**) (hereinafter collectively referred to as the "**Brighton Oval tenants**") to review and negotiate various conditions and terms of the lease, maintenance schedules and applicable rental and ground maintenance. The Brighton Oval tenants elected to negotiate as a block rather than individually. As such, all three leases are almost identical except for rental costs and some minor differences relating to individual setups and the consequent maintenance obligations.

The draft lease for the Brighton Rugby Union Football Club Incorporated (**Rugby Lease**) was negotiated first and became the template for the Lacrosse and BS&SC leases. The Rugby Lease was endorsed by Council on 10 March 2020, although all matters had not been agreed by the Brighton Oval tenants. Since then, further negotiations led to minor adjustments, mainly with the implication of legal obligations being applied to the lease and minor maintenance requirements. However the Rugby Lease is yet to be executed by the Rugby Club, as not all matters have been agreed.

The draft Memoranda of Lease presented in this report represent the current status of negotiations, but the Brighton Oval tenants still having concerns (which will be discussed later) regarding the cost impact of the proposed leases.

Whilst these concerns are acknowledged, Administration believes that the draft leases reasonably reflect the terms and responsibilities for clubs outlined in Council's Sporting and Community Leasing Policy, are consistent with other recent leases, are reasonable in terms of the broader community's commitment to support clubs and are sustainable into the future within the clubs' capabilities for membership growth and fundraising.

Basis of Rental

Under the 2018 Sporting and Community Leasing Policy, clubs are required to pay a market rent for Council owned properties they occupy, less any equity (capital contribution) the club has invested in the building.

This "market" rental is then discounted by a standard 70% Community Club Leasing rebate to determine the "net rental". This net rental figure is then subject to further incentive discounts (up to a maximum of 70%) as outlined in the Sporting and Community Leasing Policy which reflect the club's commitment/adoption of activities and programs with specific community outcomes – being:

- Clubrooms available/hired for public access (maximum 10% discount);
- Implementation of Inclusive sports programs (maximum 10% discount);
- Quality and implementation of good club governance practices (max 20% discount);
- Implementation of youth programs (maximum 10% discount); and
- Grounds/clubrooms used for multi-code programs (maximum 10% discount).

As such, all three Clubs were offered the standard 70% community club discount plus an additional 55% incentive discount (out of a total further discount of 70%).

In addition to rental charges for the building, Council's Sporting and Community Leasing Policy requires that Clubs share the maintenance costs for both the buildings and grounds.

Responsibilities for building maintenance are established through a site specific maintenance schedule (similar for each of the three club leases) which sets out the respective responsibilities for operational costs, repairs, maintenance (whether routine servicing or breakdown maintenance) and end-of-life replacement. Administration and the Clubs have negotiated extensively over these responsibilities since November 2019.

A grounds maintenance charge has been introduced in these leases to ensure the Lacrosse and BS&SC clubs pay a proportion of the additional grounds maintenance costs to maintain the grounds from community park level to sports ground level. These additional costs include extra top dressing; fertiliser, weed controls and soil conditioners; additional verti-draining programs; and additional watering and higher costs for bore and irrigation repairs to ensure turf is safe for sport and can survive the high usage of sports fields.

Administration and the Clubs have negotiated the ground maintenance charge which initially was proposed at \$0.45/m² of leased area but after negotiation has been set at \$0.30/m² of leased area.

Rental and Ground Maintenance Fee

Building rental:

After allowing for equity contribution of \$75,000 for BS&SC (Lacrosse did not contribute to the costs of the building), the rental calculation after the Community Lease discount of 70% and incentive discounts of 55% (out of a total of 70%) has resulted in a rebated commencing rent of:

BS&SC: \$7,595 (plus GST)

Lacrosse: \$6,916 (plus GST) per annum.

Ground Maintenance fee:

The portions of leased area utilised by the clubs include a grassed playing surface determined at:
BS&SC: 16,697m² in size.

Lacrosse: 15,937m² in size.

Applying the grounds maintenance fee at \$0.30/m² of leased grass area the grounds maintenance fees have been set at:

BS&SC: \$5,009 (excl GST).

Lacrosse: \$4,781 (excl GST).

These amounts are charged to the club in addition to rent over the term of the lease.

Total Rent

Combining property rental and grounds maintenance fees gives a total commencing annual rent charge to the clubs of:

BS&SC: \$12,604 (excl GST).

Lacrosse: \$11,697 (excl GST).

Rent charges incremental implementation

Considering that the rentals in hold over mode were significantly less with no contribution towards grounds maintenance, Administration is proposing that the increase in costs incurred by the Club be phased in over 5 years as proposed below:

Brighton Sports and incremental implementation					
cost breakdown:	year 1	year2	year 3	year 4	year 5
Building rental com	\$ 4,945	\$ 5,608	\$ 6,270	\$ 6,932	\$ 7,595
Ground maintenanc	\$ 3,262	\$ 3,699	\$ 4,135	\$ 4,572	\$ 5,009
Total costs	\$ 8,207	\$ 9,306	\$ 10,406	\$ 11,505	\$ 12,604

Lacrosse Club Rental incremental implementation					
cost breakdown:	year 1	year2	year 3	year 4	year 5
Building rental component	\$ 3,530	\$ 4,377	\$ 5,223	\$ 6,069	\$ 6,916
Ground maintenance charge	\$ 2,440	\$ 3,026	\$ 3,611	\$ 4,196	\$ 4,781
Total costs	\$ 5,971	\$ 7,402	\$ 8,834	\$ 10,265	\$ 11,697

Table 1: Incremental Rental Implementation Schedules

The aim is to enable the Clubs to adapt financially to the increase rent and other occupancy costs over the duration of the first five year term of the lease.

The rent will then be subject to annual CPI increases commencing from the start of year 6 if the extension is enacted.

Terms of Agreement

Pursuant to the provisions outlined in clause 3 of the Sporting and Community Leasing, the new Lease will be based on an initial term of five (5) years, with an Option to Renew for a subsequent five (5) year term.

Payment of Outgoings

The Lessee is responsible for the payment of Outgoings applicable to their respective leased area. Outgoings include:

- Council rates (although the club can apply for a rebate);
- Emergency Services Levy and Landscape (old NRM levy) Levy;
- Water & power costs;
- Air Conditioning maintenance and repair costs, (single major repairs over \$2,000 will be the responsibility of Council)
- Building insurance; and
- Any other applicable rates, charges and/or taxes incurred by Council related to the leased area.

Special Conditions of Lease

Most conditions of the proposed leases are standard terms and were already contained in the Clubs' holdover leases, but some are specific or new to all Brighton Oval tenants. These include:

- Community programs led by Council - Council may use the premises free of charge for the sole purpose of running community events, up to 4 hours a week per building outside of training and game times;
- Special events - Council may run up to three special or major sporting, community or other events per year across the precinct, providing clubs with minimum 90 days notification; and
- The Clubs will be allowed to hire the premises throughout the year and the grounds during their respective official sport fixtures and training times.
- Rent relief in case of hardship - Council will consider rent relief during the first five years of the term if requested by the clubs and if financial hardship is demonstrated with all supporting financial documentation provided to Council for assessment. This clause has been added to address the Clubs concerns about the cost impact of the rents on their financial sustainability. Although this clause varies to the standard lease document (which sets an obligation for the lessee to pay rent), it aligns with the principle in clause 2.1.3 of the Sporting and Community Leasing Policy "to balance the need of the community and long term viability of the clubs".

Maintenance

All three new buildings are considerably larger than the previous, with double storey and more extensive plant and equipment. With Council having invested considerable funds into the new

premises at the Brighton Oval, it will be important to maintain the value and condition of these new assets, including the new plant and equipment contained within each building.

With this in mind, detailed maintenance schedules have been drafted as part of the leases and aim to clarify:

- Where responsibility of various aspects of maintenance stands (Council or Tenant);
- The frequency of required maintenance (programs); and
- The cases where Council will organise maintenance, but on charge the tenant. This typically applies when maintenance requires to be guaranteed at a certain level, such as the servicing of lifts.

Refer Attachment 2 and Attachment 3, pages 43 to 52

As a general rule, Council will be responsible for the structural maintenance and replacement of the building.

As part of the lease negotiations, Administration has retained lift maintenance as a Council responsibility/cost to ensure that lifts are maintained at a high level, that recommended manufacturer's servicing is undertaken and that certificates compliance are forthcoming.

Other Maintenance/Fixtures & Fittings

Administration has retained responsibility for fire systems maintenance including servicing and certification of fire extinguishers, fire blankets, fire hose reels and smoke/fire detection systems. This will ensure that fundamental safety systems installed in the buildings are correctly maintained and certified without the risk that appropriate maintenance/inspections may have been inadvertently overlooked.

Council has further retained responsibility for periodic external painting of the building except where painted surfaces are damaged by the actions of the club and/or its guests.

Maintenance of carparks, paths and landscaping outside the leased areas but adjacent to the clubrooms and grounds are the responsibility of council.

The Clubs retain all responsibilities for maintenance, upgrade and replacement of the sports lighting and scoreboard.

The Clubs also retain full responsibility for the solar panels installed on the roof, for kitchen installations/appliances and for any other tenant installed equipment such as cool-rooms, fridges, bar equipment, dishwashers and audio-visual equipment.

Furniture is being supplied by the clubs and they are responsible for its upkeep and replacement.

The Lacrosse and Rugby clubs are responsible for marking out the playing field and absorbing all associated costs. However Council will continue to mark out the BS&SC fields as done in previous years.

Maintenance Fund

Under the leases, the Club are required to fund a range of maintenance activities on the buildings and leased area. These are documented in the Maintenance Schedules (refer Attachment 2 and 3 – draft lease Schedule 2 pages 43 to 52).

The Clubs are required to deposit a sum of \$7,500 each and every year in a separate bank account to fund the general building and other maintenance responsibilities. These include general maintenance, repair and replacement of fixtures, fittings and chattels in accordance with the Building Maintenance Schedule of the Lease. This is a not new clause and was included in the Clubs' previous leases.

Administration has negotiated that the maintenance fund does not need to be set up until Year 2 of the initial lease period. This reflects the fact that the buildings are new, that there are other builder's and manufacturer's warranties applicable during that period.

Club Concerns

During the extensive negotiations regarding the draft lease and maintenance schedules (which have been ongoing since November 2019), the Clubs as a collective, raised a number of issues which they believe prejudice their position or impose unreasonable costs and/or risks on the Clubs.

Administration has reviewed all of the Clubs' proposed amendments/concerns on a number of occasions and has modified the draft leases where agreed. Where Administration believe the requested change was not in the Council's or the community's best interest, the proposed amendment has not been agreed.

A number of areas of disagreement have been largely resolved through negotiation. The main areas resolved include:

- Responsibility for lift maintenance – with Council
- Air conditioning maintenance – with clubs, except for major repairs
- Painting – exterior periodic painting – with Council
- Fire systems maintenance – with Council
- Gutter cleaning – with Clubs, but gutter guards installed
- Storage of materials – additional storage provided by Council
- Security system & master key system – with Council

Since the Rugby Club Lease was first presented to Council in March 2020, negotiations have continued. The main issue that remains unresolved is in regards to Club Equity.

The Clubs requested that Council consider granting recognition of the State Government Grant funding provided to the project as Club Equity for the purposes of their rental calculation.

The Brighton Oval Clubroom Redevelopment Project (Stage 1) received \$2.0m in funding from the State Government. The clubs have contended that this was largely as a result of their actions and lobby and that therefore the grant, whilst formally paid to the Council, should be regarded as funding that the clubs contributed to the project – and hence should provide a discount off the capital cost of the buildings used in determining Market Rent.

Council considered this request before approving the Rugby Club lease and determined that the State grant is not treated as equity.

In summary, the draft leases presented to Council reflect Administration's view of what we consider are fair and equitable. Where Administration believe the requested change was not in the Council's or the community's best interest, the proposed amendment has not been agreed. As the clubs have been negotiating in block, the changes that have been agreed to subsequent to the Rugby Club lease should be also applied to the Brighton Rugby Club lease. A copy of the updated Brighton Rugby Club lease is attached.

Refer Attachment 4

BUDGET

Council has funded its costs associated with the preparation and negotiation of lease including legal advice and services.

Under the terms of the Lease, Council will be responsible for the structural maintenance and replacement of the buildings, the costs of which are included in both the long term financial and asset management plans.

As currently proposed in the maintenance schedule, Council's anticipated maintenance costs per year for each of the three (3) buildings is estimated at \$21,000 per year, or \$63,000 in total. This estimate is based on existing servicing costs incurred by Council on other sporting complexes. This compares to Council's average maintenance costs for the previous buildings of around \$26,600 per annum – representing additional new building maintenance costs of around \$36,400 per annum once all 3 buildings are complete.

Ground maintenance - the current annual budget for the grounds maintenance at the Brighton Oval precinct is \$88,300 per annum (inclusive of wages, materials and service contracts). This is anticipated to increase with the overall upgrade of the precinct to around \$95,000 per annum in 2020/21. The proposed partial recovery of these costs from the Brighton Oval Precinct tenants is \$7,295 in 2020/21, represents approximately 8% of the total costs of grounds maintenance.

In total, the maintenance budget for the Brighton Oval for 2020/21 is expected to be in excess \$158,000 per year once all Stage 1 and 2 works are complete. In comparison, the average total maintenance spend for Brighton Oval buildings and grounds prior to redevelopment was approx. \$114,900.

Council's maintenance expenditure is therefore expected to increase by around \$43,100 (37.5%) once all Stage 1 and 2 works are complete.

This increase (or pro-rata) will need to be included as new expenditure in the 2020/21 annual operating budget.

LIFE CYCLE COSTS

The estimated life cycle costs of the buildings and grounds will be determined later in the project.

Attachment 1



Classification:	Statutory Policy.
Trim Container	TRIM Container Number
Trim Document Number:	TRIM Document Number
First Issued / Approved:	24 April 2018
Last Reviewed:	24 April 2018
	C240418/1124
Next Review:	2021
Responsible Officer:	Property Officer
Date Placed on Web:	Date placed on the Web

1. PREAMBLE

This policy provides a framework for the leasing and licensing of Council owned community and sporting facilities within the City of Holdfast Bay.

1.1 Background

The City of Holdfast Bay provides a range of sport and recreation facilities and services to the community including sportsgrounds, clubrooms and community centres.

As the owner of community land, Council plays an important role in the provision of a diverse range of community, recreation and sports infrastructure, in collaboration with local clubs and associations, to meet the ever changing needs of our community.

Council also has a responsibility to ensure that it balances the costs of maintaining and improving its facilities in conjunction with a club or groups ability to maintain sustainable (and growing) membership and participation.

1.2 Purpose

The purpose of this policy is to provide a consistent and transparent process for the granting and renewal of a lease or license. The policy provides guiding principles for the negotiation of leases and licences, while further taking into account both the financial and community objectives of Council as outlined in “*Our Place 2030 Strategic Plan*”.

1.3 Scope

This policy extends to the leasing of all facilities to sporting and community clubs within the City of Holdfast Bay, with the exception of Kauri Community and Sport Centre.

SPORTING AND COMMUNITY CLUBS LEASING POLICY

1.4 Definitions

- 1.4.1 *Community Land:*** means all local government land (excluding roads) owned or managed by Council as classified under Chapter 11 of the *Local Government Act 1999*;
- 1.4.2 *Council:*** means a council within the meaning of the *Local Government Act 1999*;
- 1.4.3 *Lessor:*** means lessor within the meaning of *Retail and Commercial Lease Act 1995*, but in the context of this policy additionally means *Council*;
- 1.4.4 *Lessee:*** means lessee within the meaning of *Retail and Commercial Lease Act 1995*;
- 1.4.5 *Lease:*** refers to a contract by which Council (as landlord) grants exclusive rights to occupy land and/or premises to a tenant for a specified time and under certain terms and conditions;
- 1.4.6 *Licence:*** refers to a contract by which Council (as licensor) grants non-exclusive contractual rights to occupy land and/or premises to a licensee, for a specified time and under certain terms and conditions;
- 1.4.7 *Outgoings:*** means all reimbursable tax charges, insurance premiums, utility, maintenance and repair costs that are associate with the operation of the premises.
- 1.4.8 *Tenant:*** means Lessee within the meaning of *Retail and Commercial Lease Act 1995*

1.4 Strategic Reference

Placemaking: Creating vibrant and safe places

Placemaking: Developing walkable connected neighbourhoods

Community: Building a healthy, active and resilient community

Community: Celebrating culture and diversity

Community: Providing welcoming and accessible facilities

Community: Fostering an engaged and contributing community

2. PRINCIPLES

2.1. Viability of Organised Sport and Recreation

- 2.1.1** Council recognises that a number of factors impact the viability of organised sports and recreation. Some factors include, but are not restricted to: participation numbers/membership; population changes; a shift to participation in unstructured recreation; and leisure

SPORTING AND COMMUNITY CLUBS LEASING POLICY

2.1.2 As populations and residential density increases, Council recognises that sporting and community clubs will continue to play a valuable role in the health and connectedness of our community;

2.1.3 As a result of this, when negotiating lease or licence agreements with a sporting club, recreation or community group, Council will balance the need of the community and long term viability and sustainability of individual clubs or community groups;

2.2 Public Use

2.2.1 Wherever practicable, Council will encourage community access to Council owned facilities, buildings, and playing fields.

2.2.2 When it is necessary, because of the nature of the sport or building use, for access to be controlled or limited to club members only, then Council expects that those facilities will be made available to the community by way of hire or membership;

2.2.3 Where facilities are not made available to the community per sections 2.2.1 and 2.2.2 of this policy, Council reserves the right to apply occupancy terms and conditions that reflect exclusive use of the land and/or premises.

2.3 Maximising Facility Usage

2.3.1 The monetary value of Council's sporting and community assets is considerable. Council supports the view that best community value of these assets is achieved where the facility or building use is maximised.

2.3.2 Council will offer additional incentives to groups which provide for multiple activities and sporting codes, which results in shared facilities, and increased use.

2.3.3 As joint use will be encouraged wherever practicable, to further support this principle, Council will continue to review its assets with an aim to ensure they are strategically located and provide for maximum community usage.

2.4 Inclusion

2.4.1 Council encourages and supports the participation of all people in our community in both formal and informal sport and recreation. Therefore, Council will offer incentives to all clubs and groups who support a diverse range of participation in their clubs or programs. Reductions in rent deducted from the market rental figure will be offered where a club demonstrates and provides evidence of their alignment to the principles of the policy.

2.4.2 For the purpose of section 2.4.1 of the policy, these incentives, which align with State Government principles, include:

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2.4.2.1 Diversity of ages in membership registration;

2.4.2.2 Active participation in Federal or State Government Sports initiatives in order to encourage growth of the club within the City of Holdfast Bay.

3 LEASE TERM, RENTAL AND MAINTENANCE

- 3.1** Pursuant to section 202 of the *Local Government Act 1999* a maximum term of five (5) years will be applied to all future lease and licence agreements;
- 3.2** Accept when doing so is deemed to be inconsistent with Council decision and/or strategic direction, all five (5) year leases will include a subsequent five (5) year option to renew;
- 3.3** Rental will be based on the equity that Council and/or the Club has in the facility. Where a Club is deemed to have 100% equity in a building, maintains the building in line with relevant legislation and successfully complies with building audits, no building rent will be applied;
- 3.4** Where clubs have no equity in the building, all lease and licence agreements will incur annual rental fees based on a market appraisal of the property by an independent valuer;
- 3.5** When negotiating the terms and conditions of each respective community lease or licence agreement, Council, at their discretion, **may** incrementally reduce any applicable annual rental fee when a Lessee provides evidence of such services and/or initiatives outlined in section 2 of this policy;
- 3.5.1** Additional incentives may be offered to clubs who demonstrate they are well managed with a high level of governance and strategic planning. This includes but not limited to: attendance at Council club development workshops and participation in STARCLUB club development program.
- 3.6** Recognising that maintenance requirements may vary between sites depending on the condition of the asset, standard building maintenance responsibilities for Council and club will be defined and applied to all lease and licence agreements;
- 3.7** Leased premises shall be inspected by Council staff annually, or at such other times as considered appropriate. Any works identified in these inspections that is deemed to be the responsibility of the Club must be completed within an agreed timeframe by a licensed tradesperson. If the work is not completed within this timeframe Council will undertake the work and recoup all costs from the Club.
- 3.8** At the conclusion of a lease, and immediately prior to vacating the premises, the tenant must complete all necessary repairs and/or maintenance on the premises required to restore the property to the reasonable satisfaction of Council.

SPORTING AND COMMUNITY CLUBS LEASING POLICY

4 LAND RENT

- 4.1** Council is the custodian of community land for the use and enjoyment of the residents/ratepayers and visitors to the City. Therefore no rent will be charged for land associated with a sporting club or community group where that land is generally available to the community outside of scheduled activities;
- 4.2** However, similarly to sections 2.2.3 of this policy, where with Council's approval a Club chooses to enclose the land and restrict community access for the purpose of exclusive use, annual rental fees based on a market appraisal of the land will be imposed;
- 4.3** Clubs such as tennis, bowls, croquet and hockey which have 'fine turf' or 'artificial' surfaces, will receive the land component of any rent free of charge providing:
- 4.3.1** any playing service is maintained to a minimum, public reserve standard;
 - 4.3.2** club membership is open to all ages, genders and cultures; and
 - 4.3.3** the facilities are available for community use at a reasonable hire fee.

5 GROUND MAINTENANCE SERVICE LEVELS

- 5.1** Recognising that service levels may vary between sites, and depending on the level of use of the ground, the sporting code, and grade of sport being played, ground maintenance service levels will be defined and agreed upon with Clubs for the term of any lease or licence.
- 5.2** Council will maintain turf playing surfaces to a public reserve standard, in line with broader community expectations. Where additional services are required by the Club, partial cost recovery will be applied for the additional provision of maintenance services
- 5.3** Where multiple clubs contemporaneously use playing services that are maintained to a higher standard, the distribution of any partial recovery of costs will be determined by any seasonal use and/or degree of use each respective club has over the playing service.

6 ASSETS FOR THE FUTURE

- 6.1** Priority will be given to major facility upgrades that have strategic alignment to Council and are included in endorsed master plans and or strategic plans.
- 6.2** Where a building facility upgrade is requested by a Club or required due to non-compliance with the current legislation, Clubs may jointly fund or apply for third party grant funding, upgrades or Council may consider fully funding building upgrades that result in:
- 6.2.1** consolidation of assets;
 - 6.2.2** current legislation compliance;
 - 6.2.3** higher usage levels of fewer assets;
 - 6.2.4** multiple-use of facilities;

SPORTING AND COMMUNITY CLUBS LEASING POLICY

- 6.2.5** increase range of activities, services and programs being offered; and
- 6.2.6** increased participation particularly by target groups e.g. children and teenagers, aged, disabled, women, people from culturally diverse backgrounds

6.3 Where a substantial upgrade or new facility is to be developed, Clubs must demonstrate participation, membership, good Governance and financial sustainability. Submissions for building upgrades should include:

- 6.3.1** a statement of community benefit;
- 6.3.2** analysis of relevant trends in population, recreation and sport;
- 6.3.3** an assessment by the peak bodies of the relevant sporting codes, of the future building and sport facility requirements (for the codes involved) within the City over the next 20 years;
- 6.3.4** assessment of the financial capacity of the Clubs involved (including audited financial statements for the preceding three years of operation);
- 6.3.5** a five year forward Business Plan, including financial projections and projected growth in participation, membership to be achieved with the proposed redevelopment;

6.4 Capital works undertaken and funded by Council on a building will be reflected in an increase in the percentage of equity Council holds in the building. All capital works undertaken on Council buildings will be approved and project managed by Council.

7 ANCILLARY FACILITY MAINTENANCE

- 7.1** Ancillary facilities (such as sports lighting, sight screens, scoreboards, sports fencing etc) will be the responsibility of the Clubs to fund and maintain, however, Council will consider applications for joint funding on a case by case basis. The facilities will be audited by Council and Clubs will be instructed of any actions required as a result of the audit;
- 7.2** Where Clubs fail to undertake work specified in the audit, that is deemed the responsibility of the Clubs, Council will undertake the work and charge the Club accordingly;

8 PROFESSIONAL/COMMERCIAL CLUBS

- 8.1** Recreation and sporting clubs are finding it increasingly difficult to attract volunteers to help with coaching, administration and maintenance. Council acknowledges that some amateur clubs now offer players and volunteers some type of remuneration to cover expenses related to their services.
- 8.2** If however the profits gained from a commercial activity are not reinvested into the Club facilities or sport, then the Club may be deemed as being commercial in nature, and a rent charged in accordance with the City of Holdfast Bay's Commercial Leasing Policy may apply.

SPORTING AND COMMUNITY CLUBS LEASING POLICY

9 NAMING RIGHTS

- 9.1** It is acknowledged that Council holds the naming rights to all community and sporting facilities on Council-owned land;
- 9.2** When clubs wish to encourage sponsorship through fixed signage, council consent must first be obtained.

10 SUB-LEASE / SUB-LICENCE

- 10.1** Where a Club wishes to enter into a sub-lease or licence arrangement for part or all of the premises to another club or commercial activity, approval must first be received from the Council prior to entering into the arrangement. The Council reserves the right to assist the sub-tenant in negotiating a sub-lease or licence fee based on the nature and quantum of the proposed agreement, and the head lease paid by the tenant club / association.

11 REFERENCES

11.1 Legislation

- *Associations Incorporations Act 1985.*
- *Local Government Act 1999.*
- *Retail and Commercial Leases Act 1995.*

11.2 Other References

- Associated procedures, guidelines and policies.
- Appendix A: Sporting & Community Leas

SPORTING AND COMMUNITY CLUBS LEASING POLICY

APPENDIX A:

SPORTING AND COMMUNITY LEASING POLICY INCENTIVE & DISCOUNT SCHEDULE

1. Community Organisation Discount

- 1.1 For the purpose of section 2.1 of this policy, in order to support clubs further achieve growth and remain sustainable for community benefit, Council will offer a discount of up to and including 90% of the recommended 'Market Rent'.
- 1.2 In accordance with section 8 of this policy to be eligible for the entirety of this discount, the club must provide reasonable evidence that their occupancy and any activities conducted onsite during their tenancy will not be deemed as being commercial in nature.

2 Lease Incentive Discounts

- 2.1 For the purpose of sections 2.2, 2.3, 2.4 and 3 of the this policy, and in addition to section 1 of this schedule, Council offers lease rental reductions to sporting clubs and community groups who can demonstrate the following initiatives and/or programs are incorporated into their operations:

INCENTIVE	REDUCTION	CRITERIA
Public Access <10%	10%	<i>Facilities that are made available to the public via 'hire agreements'</i>
Inclusion <20%	5%	<i>Diversity of age membership initiatives</i>
	5%	<i>Multicultural initiatives</i>
	5%	<i>Diversity of gender (both in membership and Committee / Board representation) initiatives</i>
	5%	<i>Alignment with State and Federal inclusion initiatives</i>
Good Governance <20%	10%	<i>Demonstrated evidence/accreditation of sustainable strategic planning and ongoing volunteer training and management (e.g STARCLUB, Good Sports etc)</i>
	5%	<i>Regular attendance at club development initiatives and workshops</i>
	5%	<i>Annual Submission of relevant governance and financial reports, and attendance at club development workshops</i>
Youth / Aged Focused Programs <10%	5%	<i>Permanent Programs and Facilities</i>
	5%	<i>Occasional Programs (e.g. seasonal sporting programs)</i>
Multi-code <10%	10%	<i>Evidence of continual multi-facility users</i>

Attachment 2



LEASE AGREEMENT

Between:

CITY OF HOLDFAST BAY

("Landlord")

and

BRIGHTON LACROSSE CLUB INCORPORATED

("Tenant")

PORTION OF 410-420 BRIGHTON ROAD HOVE SA 5048

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Corporation on overdraft facilities of more than \$100,000.00 and if there is more than one rate published the higher of those rates.

- 1.7 **"GST"** has the meaning given to it under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any similar or ancillary legislation.
- 1.8 **"Land"** means the land described in Item 3 of Schedule 1 and includes the Building on any part of the Land.
- 1.9 **"Landlord"** means the City of Holdfast Bay and includes:
- (a) the executors administrators and assigns of the Landlord if the Landlord is a natural person,
 - (b) the successors and the assigns of the Landlord if the Landlord is a body corporate,
 - (c) (where the context allows) any servants workmen or agents of the Landlord,
- 1.10 **"Landlord's Property"** means all Landlord's fixtures, fittings, plant, equipment, services, chattels and any other goods installed or situated in or on the Premises by or behalf of the Landlord and available for use by the Tenant.
- 1.11 **"Outgoings"** means (to the extent that the same are not specifically payable by any tenant of the Building or the Tenant pursuant to this Lease) all amounts paid or payable by the Landlord or payments which the Landlord incurs or may be or become liable for in any one Accounting period or in any other lesser or relevant period in respect of the Land and the building whether by direct assessment or otherwise howsoever and includes:
- (a) all rates taxes charges assessments outgoing levies and impositions whatsoever which may be assessed charged or imposed in respect of the Land or the building or any part thereof including any charges for excess water but excluding income tax capital gains tax and all other taxes applicable to income or capital gain payable by the Landlord;
 - (b) all insurance premiums and other charges including stamp duty payable by the Landlord in relation to policies of public risk insurance covering the building and the Landlord's fixtures and fittings therein (including all glass if applicable) against normal and usual risks deemed necessary by the Landlord (including but without limiting the generality thereof loss or damage by fire, explosion, storm, lightning, earthquake, tempest, flood, burst pipes, impact, aircraft and articles dropped therefrom, riot, civil commotion and malicious or accidental damage, loss of rent and machinery breakdown) to the full insurable value thereof,
 - (c) the costs of electricity or other sources of energy consumed in the production and reticulation of chilled water and conditioned air for the air conditioning equipment servicing the building and all other costs arising from the operation of the air conditioning system including but not limited to fuel oil grease labour and a full comprehensive maintenance contract (if any);
 - (d) all costs in connection with the repair, maintenance, operation and replacement of air conditioning equipment, all other services and plant and equipment in the Building and Common Areas from time to time which are not the Landlord's sole and express responsibility under this Lease ;

- (e) all costs in connection with the cleaning, lighting, heating and air-conditioning of the Premises and Common Areas and providing supplies and consumables for toilets, washrooms and other facilities provided to the Premises and in the Common Areas, excluding the exterior public toilets;
 - (f) all costs in connection with caretaking and security services where the cost is incurred or requested by the Tenant;
 - (g) except where it is the Landlord's sole and express responsibility under this Lease, the cost of maintaining lighting servicing and repairing the Building such cost comprising the gross costs and expenses of every kind and nature incurred by the Landlord including but not limited to the replacement of parts necessary to keep any of the plant, machinery and equipment in good working order and condition, and all things necessary in the reasonable opinion of the Landlord for the operation maintenance repair and/or renovation of the Common Areas in a state of good and sanitary order condition and repair in accordance with Schedule 2;
 - (h) all reasonable legal, accounting and other professional fees incurred in connection with the conduct and operation of the Building.
 - (i) all and any other expenditure costs or expenses incurred by the Landlord in or about or incidental to the Building or the Premises not hereinbefore expressly referred to.
- 1.12 "**Premises**" means the whole or portion of the Land specified in Item 2 of Schedule 1 and includes all buildings improvements appurtenances alterations or additions (if any) now or hereafter situated thereon and any fixtures fittings plant equipment goods chattels furniture furnishings and effects (if any) of the Landlord's Property.
- 1.13 "**rent**" means the rent payable under this Lease.
- 1.14 "**Review Date**" means the respective date(s) set out in Item 7 of Schedule 1.
- 1.15 "**Rules and Regulations**" means the procedures and rules and regulations annexed hereto and so entitled and or as may from time to time be made, varied or amended by the Landlord pursuant to this Lease.
- 1.16 "**Services**" means the services (such as gas, electricity, water, sewerage, drainage, communications, fire fighting, air conditioning, lifts, plant, equipment, pipes and cables) to or of the Building or any premises in or the Land, provided by authorities, the Landlord or any person authorised by the Landlord.
- 1.17 "**Schedule**" means the Schedules annexed hereto.
- 1.18 "**Tenant**" means the Tenant named in Item 1 of Schedule 1 and includes:-
- (a) the executors administrators and permitted assigns of the Tenant if the Tenant is a natural person,
 - (b) the successors and the permitted assigns of the Tenant if the Tenant is a body corporate,
 - (c) any and all Trust or Trusts of which the Tenant is trustee,

(d) (where the context allows) any servants workmen or agents of the Tenant and any other person in or about the premises at any time at the request or invitation of or under the control or direction of the Tenant,

- 1.19 **“Tenant’s Property”** means any and all fixtures and fittings and other equipment installed in or brought on to or kept in the Premises by the Tenant.
- 1.20 **“Tenant’s Proportion”** means the same proportion as the lettable area of the premises bears to the whole of the lettable area of the Building, such lettable areas to be determined in accordance with the Property Council of Australia 1997 method of measurement or such other method of measurement as the Landlord reasonably determines.
- 1.21 **“Term”** means the term specified in Item 5 of Schedule 1 and includes the term of any extension or renewal and period of holding over of this Lease.
- 1.22 Headings to clauses shall not form part of this Lease or be used for the purpose of interpretation but shall be deemed to be for the purpose only of facilitating reference to the various provisions of this Lease.
- 1.23 Where the context of this Lease permits or requires:
- (a) words in the singular shall include the plural and words in the plural include the singular;
 - (b) words of or importing the masculine gender include the feminine gender;
 - (c) words referring to a person include a body corporate,
- 1.24 A reference to any statute code or regulation includes all amendments and revisions made from time to time to that statute code or regulation and any statute code or regulation passed in substitution therefor or incorporating any of its provisions.
- 1.25 Any provision of this Lease which by virtue of the Act (if it applies to this Lease) or any other statute or law is invalid void or unenforceable, is capable of severance without affecting any other provision of this Lease.
- 1.26 Unless otherwise stated, the Landlord may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this Lease.
- 1.27 If the Tenant comprises two or more persons the word “Tenant” will apply to them jointly and each of them severally.

2. GRANT OF LEASE

The Landlord grants and the Tenant accepts a lease of the Premises for the Term as set out in this Lease.

3. RENT AND RENT REVIEW

3.1 Rent

The Tenant must pay the rent as specified in Item 6 of Schedule 1 and reviewed in accordance with the terms of this Lease to the Landlord as directed from time to time by the Landlord or the Landlord's agent. The Tenant must pay the rent monthly in advance, the first payment to be made on or before the Commencement Date and

subsequent payments must be made on the same day of each calendar month during the Term without any abatement, deduction or demand.

3.2 Rent Review

3.2.1 The rent will be reviewed as at and from each Review Date specified in Item 7(a) of Schedule 1;

3.2.2 The rent will be reviewed as at and from each Review Date specified in Item 7(b) of Schedule 1 to an amount determined in accordance with the following formula:-

$$A = \frac{R \times C1}{C2}$$

where

'A' is the revised annual rent.

'R' is the annual rent payable during the year immediately preceding the relevant Review Date.

'C1' is the Index Number for the quarter ending immediately prior to the relevant Review Date.

'C2' is the Index Number for the quarter ending immediately prior to the date the rent being reviewed first became payable

3.2.3 The words "Index Number" used above mean the Consumer Price Index (All Groups) for Adelaide as published by the Australian Bureau of Statistics but if the Australian Bureau of Statistics ceases to publish the Consumer Price Index before the end of the Term, the words "Index Number" will mean some index reflecting fluctuations in the cost of living in Adelaide upon which the parties agree, but in default of such agreement, such index as will be determined by the President for the time being of the Australian Property Institute (South Australian Division) or his nominee as reflecting fluctuations in the cost of living in Adelaide, and such person's decision will be final and binding on the parties. In making such determination the President or his nominee will be deemed to be acting as an expert and not as an arbitrator. The cost of any such determination will be borne equally by the Landlord and the Tenant.

3.2.4 Until the rent is determined or agreed in accordance with the relevant rent review formula the Tenant will continue to pay to the Landlord rent at the rate applicable immediately prior to the relevant Review Date. On the first day for payment of rent after the rent is determined or agreed in accordance with this clause the Tenant must pay the new rent to the Landlord together with an adjustment (if any) in respect of the period from the date of the rent review until the date of such payment.

3.2.5 If this Lease is not a lease to which the Act applies, the rent payable pursuant to any review of rent will in no case be less than the rent payable immediately prior to the relevant Review Date.

4. **GST**

Unless otherwise stated in Item 6 of Schedule 1, rent and other monies payable by the Tenant to the Landlord pursuant to this Lease do not include any GST. If a GST is chargeable with respect to the payment by the Tenant to the Landlord of rent and or other monies pursuant to this Lease, the Tenant must on demand pay the GST or reimburse the Landlord for any GST paid or payable by the Landlord with respect to such rent and or other monies. The Landlord must provide to the Tenant an appropriate tax invoice in respect of any such GST payment or re-imburement by the Tenant.

5. **RATES, TAXES AND OUTGOINGS**

5.1 **Rates and Taxes**

The Tenant must pay or reimburse to the Landlord the Tenant's Proportion of all present and future rates charges taxes levies assessments duties impositions and fees (including council rates and emergency services levy) levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises and such payments must be adjusted between the Landlord and the Tenant as at the Commencement Date and the end or termination date of this Lease in respect of that portion of the financial year the relevant cost was incurred.

5.2 **Utility Charges**

5.2.1 The Tenant must pay as and when the same fall due, all charges for gas, electricity, oil and water separately metered and consumed in or on the Premises (excluding the public toilets) and also all charges in respect of any telephone and internet services connected to the Premises and all other charges and impositions imposed by any public utility or authority for the supply of any other utility service separately supplied and/or consumed in respect of the Premises.

5.2.2 If the Tenant defaults in payment of any of the charges referred to in clause 5.2.1 then the Landlord may pay the same and recover the amount paid as if the same were rent in arrears payable by the Tenant.

5.3 **Payment Of Outgoings**

5.3.1 The Tenant must pay the Tenant's Proportion of the Outgoings by way of equal monthly payments together with the rent each month or by way of lump sum payments as Outgoings are incurred or payable by the Landlord (as the Landlord may direct). If the year in which any particular outgoing is payable does not coincide with a year of this Lease, the amount the Tenant is to pay in the first and last years of this Lease is to be adjusted proportionately.

5.3.2 The Landlord will calculate the actual amount payable by the Tenant pursuant to this clause as soon as possible after 30 June in each Accounting Period and will adjust any difference. Any over-payment by the Tenant will be credited to the first payment due by the Tenant after the assessment is made (or refunded if this Lease is at an end) and any under-payment by the Tenant shall be added to the first payment to be made by the Tenant after the assessment is made (or will be paid by the Tenant on demand if this Lease is at an end).

6. MAINTENANCE AND REPAIRS

6.1 Maintenance

- 6.1.1 The Tenant must keep and maintain the Premises, the Tenant's Property and any Services situated within the Premises and which exclusively service the Premises in good and substantial repair and condition and where appropriate in good working order (fair wear and tear excepted), which includes an obligation to ensure that all electrical wiring and appliances are at all times in a safe condition.
- 6.1.2 If the Landlord so requires, the Tenant must enter into a service and maintenance contract in respect of any airconditioning plant and equipment exclusively servicing the Premises, which contract must be first approved by the Landlord (such approval not to be unreasonably withheld);
- 6.1.3 The Tenant must promptly repair any damage to the Building or the Land caused or contributed to by the act, omission, negligence or default of the Tenant. Any work must be undertaken by an appropriately qualified contractors and/or tradesmen and in a proper and professional manner.
- 6.1.4 In addition to the maintenance, repair and replacement obligations outlined in this clause (and this Lease generally) the respective responsibilities of the Landlord and the Tenant for the maintenance that is reasonably expected to be needed during the Term including planned structural maintenance, painting and replacement or renovation works are set out in Schedule 2 (**Maintenance**).
- 6.1.5 Where the Tenant is responsible for any Maintenance pursuant to the terms of this Lease, the Tenant must, at the same time as providing a copy of its annual report in accordance with clause 10, provide a report to the Landlord setting out the amount of money to set aside in the following year (as applicable from time to time) for Maintenance, in addition to the monies deposited into the maintenance fund (in accordance with special condition 5 of Item 10). The Tenant will not be required to set aside any money for maintenance costs during the first year of the Term, but must comply with this requirement each year commencing on the first anniversary of the Commencement Date.
- 6.1.6 The Tenant must, when requested to do so by the Landlord, provide the Landlord with:
- (a) a copy of all records, invoices, receipts, reports, certificates and other related information in relation to all maintenance, repair and/or replacement works carried out by (or on behalf of) the Tenant during the Term;
 - (b) a report setting out all projected items of preventative maintenance, including new plant and equipment requiring warranty servicing, the approximate date when each item of maintenance is likely to be required and the estimated cost; and
 - (c) a report setting out the amount of money currently set aside by the Tenant for Maintenance.

6.2 Maintenance of Plant and Equipment

The Tenant's obligations to maintain, repair and service the plant and machinery installed in the Premises is set out in Schedule 2. If the Tenant exclusively uses any plant or machinery installed in the Premises or the Landlord installs any plant or machinery at the request of the Tenant within and or servicing the Premises then the Tenant must keep all such plant or machinery maintained serviced and in good repair in accordance with Schedule 2 and will enter into and keep current at the Tenant's expense such maintenance service and repair contracts as are reasonably required by the Landlord for that purpose with contractors approved by the Landlord.

6.3 Tenant's Other Maintenance Obligations

The Tenant must at the Tenant's expense:

- 6.3.1 ensure that all waste is placed daily in suitable receptacles and subject to this clause 6, ensure the Premises is cleaned regularly in a proper and professional manner and ensure all waste and refuse is promptly and regularly removed from the Land;
- 6.3.2 as soon as is reasonably possible make good any damage to any part of the Building (including the Common Areas) or to the Premises or any part thereof (including ceilings) caused or contributed to by the Tenant;
- 6.3.3 immediately replace all broken glass in respect of the Premises;
- 6.3.4 in accordance with the Tenant's obligations set out in Schedule 2, take all proper precautions to keep the Premises free from pest infestation and if required by the Landlord engage a pest exterminator approved by the Landlord for that purpose;
- 6.3.5 repair or where appropriate replace any Landlord's Property such as heating lighting electrical and plumbing fittings installed in the Premises broken or damaged by the Tenant;
- 6.3.6 comply with all statutes ordinances proclamations orders and regulations affecting the Premises or any fixtures or fittings installed by the Tenant;
- 6.3.7 comply with any notices or orders which may be given by any statutory or regulatory authority in respect of the Premises or their use by the Tenant and keep the Landlord indemnified for all such matters.

6.4 Grease Trap and Range Hood

- 6.4.1 Where any range-hood, exhaust, grease arrestor or triple interceptor and associated plant and equipment exclusively service the Premises, the Tenant must:
 - (a) at its own expense, regularly clean, service, maintain, repair (when damage is caused by the Tenant) and empty (where applicable) each device to ensure it is in good working order and condition and so that nothing impairs its operation or efficiency, or causes unreasonable annoyance, nuisance, damage or disturbance to any persons who occupy nearby space or premises;
 - (b) pay for all running costs associated with each device;

- (c) not do, or permit, or suffer to be done, anything in relation to each item that might interfere with, or impair, its efficient operation;
- (d) comply with all applicable laws, regulations and notices and requirements of any governmental body relating to the grease arrestor and the transport and disposal of grease and other waste from the grease arrestor;
- (e) provide to the Landlord upon request all service notes and invoices evidencing the completion of all servicing, repairs, cleaning and waste removal;
- (f) obtain and maintain during the Term all permits, licences or other consents required in relation to the installation, use and operation of the grease arrestor;
- (g) promptly and fully comply with all directions and requirements of the Landlord regarding the use and operation of the grease arrestor which the Landlord notifies the Tenant in writing.

6.4.2 If any range-hood, exhaust, grease arrestor or triple interceptor comprises the Landlord's Property, then the Tenant will not be responsible for any replacement of those items at the end of their useful life provided that the need for replacement was not caused or contributed by the act, omission, negligence or default of the Tenant. If any range-hood, exhaust, grease arrestor or triple interceptor comprises the Tenant's Property, then the Tenant is in all respects responsible for all costs associated with those devices.

6.4.3 If the Premises are not connected to a range-hood, exhaust, grease arrestor or triple interceptor or similar device and the Tenant's use of the Premises means that the Premises are required to be connected to such a device, then the Tenant must promptly install such a device in compliance with clause 7, at its expense and thereafter comply with clause 6 and this clause 9.

6.4.4 Where a range-hood, exhaust, grease arrestor or triple interceptor does not exclusively service the Premises, the Tenant must punctually pay, free from all deductions, a proportion of all charges associated with maintenance of the range-hood, exhaust, grease arrestor or triple interceptor as the Landlord in its sole discretion deems reasonable having regard to:

- (a) the ratio of the lettable area of the Premises to the lettable area of the Building; and
- (b) other occupants on the Land; and
- (c) the respective use of the range-hood, exhaust, grease arrestor or triple interceptor by all occupiers of the Land; and
- (d) any other reasonable factor that is relevant to the Landlord.

6.4.5 Without limiting any other provision of this Lease, the Tenant:

- (a) must maintain insurance for the grease arrestor;
- (b) must periodically clean, empty, service, and maintain the grease arrestor;

- (c) must service and repair in accordance with Schedule 2;
 - (d) must reinstate, replace and/or make good when damage is caused by the Tenant; and
 - (e) indemnifies the Landlord,
- in the same manner and to the same extent as provided in this Lease.

6.4.6 If the Tenant does not pay the costs of any of the Services by the respective due date, the Landlord may pay for the Services and the amount paid is repayable by the Tenant as a debt due to the Landlord.

6.5 Repairs

If at any time during this Lease the Landlord, or the Landlord's agents or contractors find any defect decay or want of reparation in the Premises or find any state or condition thereof contrary to any covenant or agreement on the part of the Tenant contained in this Lease, the Landlord, or the Landlord's agent or contractor may give to the Tenant notice in writing to make good repair restore or amend the same within a reasonable time to be therein stated and the Tenant must within such time sufficiently and in good and proper and professional manner make good repair restore or amend the same to the reasonable satisfaction of the Landlord and if the Tenant fails to comply with any such notice the Landlord may (but is not obliged to do so) by or with the Landlord's attorney agent and or contractors enter into and upon the Premises and carry out the requirements of such notice (causing as little disturbance to the Tenant as is practicable). All reasonable costs charges and expenses incurred by the Landlord in so doing will be a debt due from the Tenant to the Landlord payable on demand and recoverable in the same manner in all respects as the rent hereby reserved.

6.6 Cleaning

6.6.1 The Tenant must ensure the Building is routinely and properly cleaned (including without limitation to arrange for all rubbish waste and garbage to be regularly removed from the Premises) except the public toilets and litter bins installed by the Landlord.

6.6.2 If the Landlord provides or requires a service for the routine cleaning of the Building or the Premises then the Tenant must, if reasonably requested by the Landlord, use such service for the Cleaning of the Premises (to the extent the service applies) and must permit the Landlord's cleaning contractors to have access to the Premises at all reasonable times for the purpose of carrying out such cleaning.

6.7 Notice of Defect

The Tenant must promptly give notice to the Landlord (or where appropriate to the appointed agent of the Landlord) of:-

- 6.7.1 any damage and of any accident to or defect or want of repair in the Premises or in the Building or in any Services or other facilities provided by the Landlord in the Premises or the Building to make the Premises or the Building, Common Area and the Land safe from any danger, risk or hazard; or

- 6.7.2 any circumstance or event which the Tenant ought reasonably be aware might cause danger, risk or hazard to any person within the Premises or the Building.

6.8 Land and Grounds

The Tenant must not deposit or cause permit or suffer to be deposited any debris refuse or rubbish of any kind in or on any Common Areas grounds gardens yards lanes ways or rights of way or in or on any public road or footway abutting upon or adjacent to the Premises or the Land.

6.9 Inspection and Landlord Works

The Tenant must permit the Landlord and the Landlord's agents and contractors and all persons authorised by them at all reasonable times of the day and on reasonable notice to enter the Premises to examine the state of repair and condition thereof, carry out and observe the Landlord's maintenance and repair obligations as set out in Schedule 2, and execute repairs or to paint the Premises or any part thereof (which the Landlord may do without prejudice to any covenant or agreement on the part of the Tenant contained in this Lease). The Landlord in executing such repairs must use reasonable endeavours to cause as little disturbance to the Tenant as is practicable.

6.10 Employment of Contractors

If any work has to be done by the Tenant in or about the Premises in order to comply with the Tenant's obligations pursuant to this Lease the Tenant must engage and/or employ only such contractors who are qualified licensed professionals as have a public liability policy for an amount which in the reasonable opinion of the Landlord is adequate. The engagement of contractors will require prior written approval by the Landlord for any significant work.

6.11 Painting

6.11.1 The Tenant must, at its cost, paint all parts of the Premises which have previously been painted, or should reasonably be painted when such painting is reasonably required and as set out in Schedule 2

6.11.2 The Tenant must carry out the painting in a proper and professional manner, in colours reasonably approved by the Landlord.

7. ALTERATIONS AND ADDITIONS

7.1 Alterations by Tenant

7.1.1 The Tenant must not install or use in the Premises internal partitions other than of a standard and specification previously approved in writing by the Landlord.

7.1.2 The Tenant must not install or place in the Premises any heavy item fixture or fitting which may (in the reasonable opinion of the Landlord) cause unreasonable noise or vibrations, overload the switchboard or cause structural or other damage to any part of the Building.

7.1.3 The Tenant must not make alterations or addition to the Premises nor install or alter any partitioning or temporary or permanent structures or fittings in the Premises without the Landlord's prior written approval, and :

- (a) in seeking the Landlord's approval to a proposed alteration, addition or installation the Tenant must submit plans and specifications of the proposed work;
- (b) if the Landlord agrees to grant its approval, then such approval may be granted subject to any conditions the Landlord considers appropriate, including:
 - (i) any such work be supervised by a person nominated by the Landlord;
 - (ii) any such work be executed by contractors or tradesmen in a proper and professional manner under the supervision of appropriately qualified persons approved by the Landlord with public liability insurance for an amount that in the reasonable opinion of the Landlord is adequate;
 - (iii) the Tenant obtains all necessary approvals or permits necessary to enable such proposed work to be lawfully effected and on request by the Landlord produces for inspection to the Landlord copies of all such approvals and permits;
 - (iv) upon completion of the works, the Tenant must produce to the Landlord any certificates of compliance issued by any such statutory or regulatory authority;
 - (v) the Tenant reimburses the Landlord any reasonable cost or expense that it incurs as a result of the installation, operation or removal of any such equipment fixture fitting or machinery if demanded.

7.2 Alterations by Landlord

7.2.1 The Tenant will permit the Landlord and any person authorised by the Landlord:

- (a) to carry out inspections of or modifications or additions to or other works on the Land (including the Premises where the Landlord has given reasonable prior notice to the Tenant); and
- (b) where the Landlord has given reasonable prior notice to the Tenant to enter the Premises for the purpose of carrying out such works

causing as little disturbance as is practical to the Tenant in undertaking such works provided that the Landlord may not commence to carry out any alteration or refurbishment to the Land (other than routine maintenance or repairs) that is likely to adversely affect the Tenant's use of the Premises unless:

- (c) the Landlord has given the Tenant at least one (1) month's notice of the proposed alteration or refurbishment; or
- (d) the alteration or refurbishment is required by an emergency and the Landlord has given the Tenant the maximum period of notice that is reasonably practicable in the circumstances;

- 7.2.2 Subject to the preceding subclause in an emergency the Landlord may without notice enter the Premises and carry out any works deemed necessary by the Landlord;
- 7.2.3 Except as permitted by the Act, the Tenant will not make any claim or commence any action against the Landlord for breach of this clause or otherwise in respect of such entry on to the Premises or the execution of any of the works contemplated by this clause.

8. ASSIGNMENT AND OTHER DEALINGS

8.1 Assignment, Subletting and Disposal of Tenant's Interests

- 8.1.1 The Tenant must not transfer or assign the Premises or any part thereof or assign, transfer or otherwise dispose of this Lease without the Landlord's prior written consent. The Landlord's consent may be withheld in the Landlord's absolute discretion except where the Act applies.
- 8.1.2 The Tenant must:-
- (a) request the Landlord's consent to an assignment, transfer or other disposition of the Premises or this Lease in writing.
 - (b) promptly provide the Landlord with information the Landlord reasonably requires about the financial standing and business experience of the proposed assignee.
 - (c) if the Act applies to this Lease, before requesting the Landlord's consent to a proposed assignment of the Premises or this Lease, furnish the proposed assignee with:-
 - (i) a copy of any disclosure statement given to the Tenant in respect of this Lease, and
 - (ii) details of any changes that have occurred in respect of the information contained in that disclosure statement since it was given to the Tenant (being changes of which the Tenant is aware or could reasonably be expected to be aware); and
 - (iii) any other procedural requirements set out in the Act.
- 8.1.3 To enable the Tenant to comply with the preceding subclause and if the Act applies to this Lease, the Tenant may, in writing, request the Landlord to provide the Tenant with a copy of the disclosure statement concerned and if the Landlord does not comply with such a request within 14 days after it is made, the preceding subclause will not apply to the Tenant in respect of the assignment transfer or other disposition in relation to which the disclosure statement applies.
- 8.1.4 Where the Act applies, the Landlord may withhold the Landlord's consent to the assignment of the Premises or this Lease in any of the following circumstances:-
- (a) if the proposed assignee proposes to change the use to which the Premises are put;

- (b) if the proposed assignee is unlikely (in the Landlord's reasonable opinion) to be able to meet the financial obligations of the Tenant under this Lease;
- (c) if the proposed assignee's business skills are inferior (in the Landlord's reasonable opinion) to those of the Tenant, or
- (d) if the Tenant has not complied with procedural requirements for obtaining the Landlord's consent.

8.1.5 Nothing in the preceding subclause will prohibit the Landlord from granting the Landlord's consent to an assignment, transfer or other disposition of this Lease subject to the Tenant complying with such reasonable conditions as the Landlord considers appropriate.

8.1.6 Nothing in the preceding provisions of this clause prevents the Landlord from requiring payment of a reasonable sum for legal or other expenses incurred in connection with such a consent (whether consent is granted or not).

8.1.7 The Landlord may as a condition of granting its consent require that the proposed transferee or assignee provide to the Landlord such guarantee or guarantees of the transferee's or assignee's performance of the Tenant's obligations under this Lease which the Landlord requires.

8.1.8 The Tenant must not:

- (a) grant a sub-lease, licence of concession for the whole or any part of the Premises;
- (b) part with or share possession of the whole or any part of the Premises;
- (c) mortgage or otherwise change or encumber the Tenant's interest in this Lease, without the Landlord's prior written consent, which consent the Landlord is not obliged to give notwithstanding anything to the contrary in this Lease.
- (d) If the Tenant is a company (except a company whose shares are listed on a stock exchange in Australia) a transfer of shares (except as a result of inheritance) totalling more than one half of the issued share capital of the Tenant; or of the controlling interest of the Tenant will be deemed to be an assignment of this Lease requiring the prior written consent of the Landlord.

8.2 Hiring out of Premises

The Tenant may hire the Premises to other persons or bodies on a casual or seasonal basis during such times notified by Landlord from time to time strictly in accordance with the following terms and conditions:

8.2.1 If the party wishing to hire the Premises intends to use any floodlights servicing the outdoor areas of the Premises, then unless the proposed use of the floodlights is restricted to times during which the Landlord has already given permission of floodlighting to be used, the Tenant must first obtain the Landlord's written consent.

- 8.2.2 The Tenant must notify the Landlord of the fees set by the Tenant for hiring out the Premises, including the function room rates and any changes to the hire fees within 14 days of the determination of or change in the hire fees.
- 8.2.3 If the Landlord considers at its discretion that the hire fees set by the Tenant are too high or too low (in comparison) with hire fees for similar facilities in those areas of the City of Holdfast Bay Council area then it may direct the Tenant to change the hire fees to a level set by the Landlord.
- 8.2.4 The Tenant must ensure that any hire agreement it enters into does not breach any provision of this Lease and is in such form notified and approved by Landlord.
- 8.2.5 On a quarterly basis and upon written request, the Tenant must provide the Landlord with a full report in relation to the hiring out of the Premises, such details to include the dates, times, name of the hiring party, event purpose, fees charged and any other details reasonably requested by the Landlord.
- 8.2.6 The Tenant must not unreasonably refuse to hire out or otherwise licence the Premises to any person, body or organisation upon receipt of a request to do so from the Landlord and/or any member of the public at any time other than when the Premises are:
- (a) actively in use by the Tenant; or
 - (b) on hire or licensed to another person, body or organisation pursuant to this clause.
- 8.2.7 When the Premises or the Building is being used for any function or is otherwise being used in relation to any hiring out, the Tenant must ensure that:
- (a) any noise is kept to a level that does not cause unreasonable annoyance or nuisance to any persons who occupy nearby space or premises; and
 - (b) the use and enjoyment of the Land by any other party or licensee then in possession of or otherwise using the Land is not unduly interfered with or otherwise impeded.

9. USE OF PREMISES

9.1 Permitted Use

- 9.1.1 The Tenant must use the Premises only for the purpose specified in Item 4 of Schedule 1 or other purposes incidental thereto or for such other purposes which the Landlord may give prior written permission for.
- 9.1.2 The Tenant must not use the Premises or any part thereof nor cause permit or allow anyone to sleep on the Premises, nor carry on or cause permit or allow to be carried on upon the Premises or any part thereof for any noxious noisome or offensive nature and must not use the Premises or any part thereof or cause permit or allow the same to be used for any unlawful purpose without the Landlord's prior written consent.

9.2 No Warranty by Landlord

The Tenant warrants to the Landlord that the Tenant has relied on the Tenant's own judgement and expertise and the Tenant's experts in deciding that the Premises are suitable for the Tenant's purposes and that the Landlord has given no promise, representation or warranty to the Tenant as to the use to which the Premises may be put and that the Tenant has satisfied itself thereof and the Tenant will be deemed to have accepted this Lease with full knowledge of, and subject to, any prohibition or restrictions on the use thereof under or in pursuance of any Act, Ordinance, Regulation, By-law or other statutory enactment or order of Court. Should the Permitted Use require the consent of any authority under or in pursuance of any such Act, Ordinance, Regulation, By-law or other enactment or order of Court the Tenant must obtain such consent at the Tenant's own cost and expense. To the fullest extent permitted by law all warranties as to suitability and as to adequacy implied by law are hereby expressly negated.

9.3 Licenced Premises

9.3.1 The Tenant must not:

- (a) serve, sell or provide to persons; or
- (b) consume or allow persons to consume;
- (c) alcoholic beverages on the Premises without the Landlord's consent.

9.3.2 Unless the Tenant first obtains the written consent of the Landlord, the Tenant must not apply for:

- (a) a liquor licence under the *Liquor Licensing Act 1997*; or
- (b) a gaming machine licence under the *Gaming Machines Act 1992*.

9.3.3 If the Tenant obtains a licence (or licences) as permitted by this clause, the Tenant must not do (or fail to do) or allow any of its employees, agents, contractors, licensees or invitees to do (or fail to do):

- (a) anything that is in breach of the *Liquor Licensing Act 1997* and/or the *Gaming Machines Act 1992* (as the case may be) or of the conditions of the relevant licence; or
- (b) anything that may result in the relevant licence being revoked or suspended.

9.4 Signs, notices and advertisements

9.4.1 The Tenant must not allow any advertisement notice poster hoarding or sign to be affixed to or placed near any window in the Building so as to be visible from the outside of the Building except where the Landlord's consent is obtained and where all relevant laws and statutory requirements are satisfied. Any signage approved by the Landlord at the request of the Tenant must comply with the requirements of this clause.

9.4.2 Any external signage approved by the Landlord for affixing to the exterior of the Building must comply with the Landlord's signage guidelines and obtain all planning approvals prior to installation. However, sponsorship signage funded by the Tenant will only be considered for approval in respect of the

northern and southern ends of the Building and the eastern wall, to a maximum of three (3) signs (one on each wall positioned parallel to the roofline) each having dimensions that do not exceed 3.0m x 1.5m unless the Landlord otherwise approves in writing.

- 9.4.3 All costs associated with the installation of signage to the Building exterior, its maintenance, removal and make good are the full responsibility of the Tenant.
- 9.4.4 Subject to the preceding subclause and obtaining the Landlord's prior written approval and any required statutory approvals, the Tenant may display appropriate advertising signage within the boundaries of the Land, provided such signs do not exceed dimensions of and width of 6 metres and height of 1 metre and are inward facing toward Rugby Field (as defined by special condition 4) unless otherwise approved by the Landlord in writing.

9.5 **Compliance with Acts, By Laws and Regulations**

The Tenant must at the Tenant's cost and expense:

- 9.5.1 comply with every notice order or requirement relating to the Premises and requiring any condition defect or want of reparation to be remedied which may be given or made to the Landlord or to the Tenant in pursuance of the *South Australian Public Health Act (2011)* and or the *Local Government Act (1999)* or Acts for the time being in force in the State of South Australia and or any other Act or Acts of Parliament or any by-laws rules or regulations made under or in pursuance of any such Act or Acts or purporting so to be and will comply therewith within the time limited therein for complying therewith. If the Tenant fails to comply with any statutory or regulatory obligations the Landlord may comply therewith (but it not be obligatory for the Landlord to do so) and all costs charges and expenses incurred by the Landlord in so doing will be a debt due and recoverable from the Tenant in the same manner in all respects as the rent is recoverable;
- 9.5.2 take such precautions against fire on and in respect of the Premises as are or may from time to time be required under or in pursuance of any Statute now or hereafter in force or which may be required by any authority (whether Governmental municipal civic or other) having jurisdiction in relation thereto and also at the Tenant's own expense in all things, do all such other acts matters and things in relation to fire safety as are or may from time to time be directed or required to be done or executed (whether by the owner or occupier of the Premises) by any authority (whether Governmental municipal civic or other) having jurisdiction in relation thereto pursuant to any law now or hereafter in force.

9.6 **Use of Premises and Provision of Emergency Number**

The Tenant must:

- 9.6.1 advise the Landlord (or where applicable the Landlord's Managing Agent) of the private address and telephone number of the Tenant's nominated emergency after hours contact and must keep the Landlord or the Landlord's Managing Agent informed of any change of such address or telephone number;

- 9.6.2 secure the Premises against unauthorised entry at all times when the Premises are left unoccupied and the Landlord reserves the right to enter upon the Premises and secure the Premises if left unsecured;
- 9.6.3 not do anything whereby the Services such as the working or efficiency of the air conditioning plant servicing the Building or the Premises may be affected;
- 9.6.4 upon the cessation of the Tenant's right to occupy the Premises, deliver to the Landlord or the Landlord's Agent all keys and or access cards to the Premises; and
- 9.6.5 observe the Rules and Regulations.

9.7 **Restrictions on Use**

The Tenant must not:

- 9.7.1 use or permit to be used for other than their designed purposes any of the fixtures or fittings in the Premises or the Building;
- 9.7.2 store or use inflammable or dangerous substances upon the Premises (except as may be necessary for the ordinary conduct of the Permitted Use of the Premises by the Tenant in which case the Tenant undertakes to notify the Landlord in writing of the maximum quantity of any such inflammable or dangerous substance that the Tenant intends to store on the Premises);
- 9.7.3 cause permit or allow on the Premises or in the Building anything which in the reasonable opinion of the Landlord may become a nuisance or disturbance obstruction or cause of damage whether to the Landlord or to other tenants or users of the Building nor use the Premises in any noisy noxious or offensive manner;
- 9.7.4 do any act or thing, or permit any activities which may discredit the Landlord;
- 9.7.5 obstruct or interfere with any of the entrances of the Building or Common Areas;
- 9.7.6 use or permit to be used any radio record player tape or video recorder television loudspeaker screen or other like equipment likely to be heard or seen from outside the Premises with exclusion of videoing for live streaming and training purposes, the PA system, scoreboard and siren as either installed by the Landlord, or otherwise approved by the Landlord in writing.

9.8 **Heavy Machinery**

- 9.8.1 The Tenant must not bring upon the Premises any heavy machinery or other plant or equipment not reasonably necessary or proper for the conduct of the Tenant's permitted use of the Premises. In no circumstances must the Tenant bring upon the Premises any heavy machinery or other plant or equipment:-
 - (a) of such nature or size or weight as to cause or (in the reasonable opinion of the Landlord) be likely to cause any structural or other damage to the floors or walls or any other parts of the Premises, the Building or the Land, or

- (b) of such construction or manufacture as to cause to emanate therefrom any noise or vibration or noxious odour fume or gas that could pervade the Premises or escape therefrom to the discernible notice of any person outside the Premises.

9.8.2 Prior to bringing upon the Premises any heavy machinery or other plant or equipment permitted to be brought upon the Premises the Tenant must inform the Landlord of the Tenant's intention so to do and the Landlord or the Landlord's architects or engineers may direct the routing installation and location of all such machinery plant and equipment . The Tenant must observe and comply with all such directions.

9.9 Locking mechanisms

9.9.1 The Tenant must not tamper with or change any lock of the Premises unless making minor adjustments to keep doors operational. The Landlord will at no cost to the Tenant, provide ten manual keys and a total not exceeding forty fobs and/or bluetooth credentials at the Commencement Date. Any request for additional and replacement keys, fobs and access cards will be assessed by the Landlord (consent not to be unreasonably withheld) and any the Tenant will be responsible for the costs incurred of procuring those additional keys, fobs and/or access cards. The Landlord will manage the electronic locking system, and the responsibility for maintenance is set out in Schedule 2. The Tenant is permitted to programme the keys, fobs and access cards through a digital system designated and owned by the Landlord, for the purpose of organised activities within the Permitted Use. In the event the Landlord or its agents are required to attend the Premises to provide access, the Tenant will pay a reasonable fee fixed by the Landlord or the Landlord's agent, within 28 days of demand for payment.

9.9.2 The Tenant must prepare and maintain an accurate register of all allocated access cards, keys and fobs, and must provide a copy of that register to the Landlord within 14 days of each request.

9.10 Use of Conduits

The Tenant must allow the Landlord and other occupiers of the Land the free and uninterrupted passage of gas water and electricity through and along the services including electrical services situated under in or on the Premises.

9.11 Blinds and Awnings

The Tenant must not erect or affix any blinds or awnings to the outside of the Premises or any blinds to the interior of the windows display windows or doors thereof or affix any fittings to the floors walls or ceilings of the Premises without the prior consent in writing of the Landlord which consent may be granted or refused or granted subject to conditions in the discretion of the Landlord.

9.12 Airconditioning

9.12.1 Where any plant machinery or equipment for heating cooling or circulating air is provided or installed by the Landlord in the Premises or in the Building for the benefit of tenants of the Building ("**airconditioning plant**"):

- (a) the Tenant must comply with and observe the reasonable requirements of the Landlord in respect of the airconditioning plant;
- (b) to the maximum extent permitted by law, the Landlord will be under no liability to the Tenant in respect of the Landlord's inability or failure to operate service maintain or repair the airconditioning plant at any time for any reason and the Tenant acknowledges that the Landlord does not warrant that the airconditioning plant (if any) is suitable or adequate for the business to be conducted in the Premises by the Tenant;
- (c) the Tenant must permit the Landlord and all persons authorised by the Landlord at all reasonable times on giving to the Tenant reasonable prior notice (except in the case of emergency where no notice is required) to enter the Premises to view the state of repair of the airconditioning plant.

9.12.2 Where any airconditioning plant is installed in the Premises or the Building for the exclusive use of the Tenant, the Tenant must keep such airconditioning plant in good repair, condition and working order and must pay all costs of operating and maintaining the same.

9.13 Electricity Supply

If the Landlord and the Tenant have entered into an agreement as to the supply by the Landlord to the Tenant of electricity for the Premises then the terms and conditions of such agreement will apply to the parties and any breach by the Tenant of that agreement will be deemed to be a breach by the Tenant of this Lease. In the absence of any such agreement between the Landlord and the Tenant, the following provisions apply:

- 9.13.1 If at the Commencement Date of this Lease the Landlord supplies electricity to the Premises and requires the Tenant to purchase such electricity from the Landlord, the Tenant must pay to the Landlord for all such electricity at such rate as the parties may agree from time to time and in the absence of such agreement at the maximum rate applicable under the *Electricity (General) Regulations 2012*.
- 9.13.2 Notwithstanding the preceding subclause, there is no obligation on the Landlord to supply or continue to supply electricity to the Premises and upon giving at least 60 days prior written notice to the other either:-
 - (a) the Landlord may elect to cease selling electricity to the Tenant, or
 - (b) the Tenant may elect to cease purchasing electricity from the Landlord.
- 9.13.3 If either the Landlord elects to cease selling electricity to the Tenant or the Tenant elects to cease purchasing electricity from the Landlord in accordance with the preceding subclause, the Tenant must on or before the time at which such sale and purchase is to cease pursuant to the notice given in accordance with the preceding subclause,
 - (a) enter into a contract to purchase electricity for the Premises from a licensed electricity retailer of the Tenant's choice,

- (b) ensure that any such contract contains a provision that such electricity retailer must provide details to the Landlord concerning the Tenant's consumption of electricity in or in relation to the Premises,
- (c) install at no cost to the Landlord such new or additional equipment and meters as may reasonably be necessary to supply and record the supply of electricity to the Premises.

- 9.13.4 If the Tenant is supplied electricity via an Inset Network (as defined in the *Electricity (General) Regulations 2012*) on the Land, the Tenant must pay to the Landlord the Tenant's share of Inset Network charges such share to be as is reasonably determined by the Landlord from time to time taking into account the quantum of electricity provided to the Premises and the quantum of electricity provided to other premises situate on the Land.
- 9.13.5 Where any solar panels plant is installed on the Building for the exclusive use of the Tenant, the Tenant must keep such solar panels plant in good repair, condition and working order, must pay all costs of operating and maintaining the same and must replace the plant at the end of life.
- 9.13.6 Save to the extent caused or contributed to by the Landlord's negligence, the Landlord shall not be liable to the Tenant for any failure of electricity supply to the Premises.

10. TENANT GOVERNANCE

The Tenant will provide to the Landlord:

- 10.1 upon request, a copy of its constitution;
- 10.2 upon request, a copy of any rules or by-laws of the Tenant in existence at the Commencement Date;
- 10.3 within 28 days of any amendments being made to the Tenant's constitution, rules or by-laws, a copy of those amendments;
- 10.4 by 30 November in each year a copy of the annual report of the Tenant including the balance sheets and auditor's report;
- 10.5 by 30 November in each year a copy of the Tenant's most recent adopted budget within 28 days of adoption if requested by the Landlord;
- 10.6 upon request from the Landlord a schedule of all subleases or other tenancies relating to the Premises; and
- 10.7 upon request from the Landlord or any employee, agent or contractor to examine all financial records and/or the minutes or any meeting of the Tenant or any committee of the Tenant.
- 10.8 any other documents that regulate the Tenant's governance and operations.
- 10.9 by 30 September in each year, a copy of the statements evidencing deposits of the required amounts (as per Item 10 of Schedule 1, special conditions 5.1 and 5.2) in the Tenant's maintenance fund.
- 10.10 upon request, any information in relation to the Tenant's use and occupation of the Premises and finances, .

11. INSURANCE

11.1 Tenant's Insurance

11.1.1 The Tenant must during the entire term hereof and any extensions hereto keep in full force and effect:-

- (a) a policy of public risk insurance with respect to the Premises and the business or businesses carried on in the Premises in which the limits of public risk must not be less than the amount referred to in Item 8 of Schedule 1. Such policy must include an extension to cover the Tenant's legal liability in respect of death or injury to any person and damage to property of any such person or to the Premises and must include an extension to cover the Tenant's liability in respect of the Landlord's property. The policy must name note the interest of the Landlord.
- (b) a policy of insurance covering the plate glass of the Premises and the Tenant's Property contained in or about the Premises to the full replacement value thereof against all usual risks including loss or damage by fire fire fighting activities fusion explosion lighting civil commotion storm tempest earthquake and malicious damage or accidental damage, and any other insurances required by law or which the Landlord reasonably requires for the amount the Landlord reasonably requires.

11.1.2 The Tenant must use the Tenant's best endeavours to ensure that each such policy contains a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty days prior written notice. The policy or a copy thereof or a certificate of insurance must be produced by the Tenant to the Landlord upon request in writing being made by the Landlord for the production thereof.

11.2 Insurance not to be affected

11.2.1 The Tenant must not do or store nor cause permit or suffer to be done or to be stored in or upon or in connection with the Premises anything whereby any policy or policies of insurance now effected or which may hereafter be effected on the Premises or any part thereof or on any adjoining premises belonging to the Landlord may be invalidated or become void or voidable or whereby any increased rate of premium may become payable under any such policy or policies of insurance.

11.2.2 Without prejudice to the preceding sub-clause, the Tenant must from time to time on demand by the Landlord pay to the Landlord all extra or excess premiums (if any) for all and any insurance effected by the Landlord (and if the Premises are or become part of land to which either the *Strata Titles Act* or the *Community Titles Act* applies, the body corporate) in relation to the Land and the buildings thereon and or the Premises required on account of extra risk caused directly or indirectly by the use to which the Premises are put by the Tenant and or required by reason of any breach by the Tenant of any covenants in this Lease.

12. INDEMNITY, RELEASE AND RISK

12.1 Indemnity

The Tenant indemnifies the Landlord against all claims, actions, damages, losses, costs and expenses of any nature which the Landlord may suffer or incur or for which the Landlord may become liable in connection with:

- 12.1.1 the Tenant's use or occupation of the Premises;
- 12.1.2 the overflow or leakage of water or any other substance into or from the Premises or arising out of any faulty fixture or fitting of the Tenant;
- 12.1.3 any accident or damage to property or injury or death suffered by any person arising from any occurrence in or near the Premises to any person or property using or near the Premises arising wholly or in part by reason of any act or omission by the Tenant and persons under the control of the Tenant;
- 12.1.4 any act or omission of the Tenant;
- 12.1.5 any fire from the Premises;
- 12.1.6 any breach of this Lease by the Tenant;

save to the extent that any such claim, action, damages, losses, costs and expenses are caused or contributed to by the negligent or wilful act or omission of the Landlord or its agents, employees or contractors.

12.2 Release

The Tenant releases the Landlord from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises, the Building and the Land except to the extent that it is caused or contributed by the Landlord's negligence.

12.3 Tenant to Occupy Premises at own Risk

The Tenant occupies and uses the Premises and the Land at the Tenant's sole risk.

13. TENANT'S YIELDING UP OBLIGATIONS

13.1 The Tenant must prior to vacating the Premises at the expiration or sooner determination of this Lease (or in the case of the determination of the Term of this Lease within a reasonable time after such determination):

- 13.1.1 complete any repairs and maintenance which the Tenant is obliged to carry out under this Lease;
- 13.1.2 remove all of the Tenant's Property in or on the Premises or the Land and immediately make good any damage caused by such removal excluding external signage;
- 13.1.3 wash down the Premises and treat as previously treated all internal surfaces of the Premises by painting staining polishing or otherwise to a specification reasonably approved by the Landlord and to the reasonable satisfaction of the Landlord;

- 13.1.4 replace all damaged and non-operative light bulbs and fluorescent tubes in the Premises with new light bulbs and fluorescent tubes; and
 - 13.1.5 thoroughly clean the Premises throughout, remove all refuse therefrom leaving the Premises in a clean, tidy, secure and safe condition;
 - 13.1.6 comply with all reasonable requirements and directions of the Landlord in respect of all removal and reinstatement works;
 - 13.1.7 hand over to the Landlord all keys and other security devices for the Premises which the Tenant has in its possession or control.
- 13.2 If the Tenant does not complete such removal and making good on the expiration of the Term of this Lease (or in the case of the determination of the Term of this Lease within a reasonable time after such determination) then (without prejudice to any other rights of the Landlord) the Landlord may undertake such obligations and the Tenant must repay on demand all reasonable costs and expenses incurred by the Landlord in so doing.
- 13.3 In addition to the preceding subclause, the Landlord may elect not to effect such removal of the Tenant's Property (including all partitions, alterations and additions) in which case the Landlord may by notice in writing given to the Tenant notify the Tenant that unless the Tenant has effected such removal within fourteen (14) days of the date on which such notice is given such partitions alterations or additions not removed by the Tenant will be forfeited to the Landlord and where the Tenant fails to comply with such notice such partitions alterations and additions will at the expiration of such fourteen (14) day period become the absolute property of the Landlord.
- 13.4 Until such time as the Tenant has complied with its obligations under clause 13.1 or the date upon which the same have been forfeited to the Landlord pursuant to the preceding subclause (whichever is the earlier) ("**the compliance date**"), the Tenant must pay by way of damages to the Landlord an amount which represents the rent payable immediately prior to the expiration or termination of this Lease calculated on a daily basis multiplied by the number of days between the compliance date and the date of expiration or termination of this Lease.

14. **LANDLORD'S OBLIGATIONS AND RIGHTS**

14.1 **Quiet Possession**

Provided that the Tenant pays the rent and all other outgoings and performs and observes the terms conditions and covenants on the Tenant's part to be performed or observed herein contained or implied may during the term or any extension thereof subject to the provisions of this Lease, the Tenant may quietly enjoy the Premises without unlawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

14.2 **Reservation of Services**

The Landlord reserves the right for itself and for all others authorised by the Landlord the passage to install any air conditioning equipment, fire sprinkler systems, pipes, ducts, cables, wiring, communications, water sewerage and drainage connections and any other services through or along or in or into the Premises and also access to and through the Premises at any time for the purpose of installing, maintaining or repairing any such equipment, systems, pipes, ducts, cables, wirings, connections

and Services and in such circumstances the Landlord will take reasonable steps not to unreasonably disturb the Tenant's use of the Premises .

14.3 **Costs of Proceedings**

If the Landlord may without fault on the Landlord's part be made a party to any litigation commenced by or against the Tenant by a third party, the Tenant must pay to the Landlord on demand by the Landlord all reasonable legal fees and disbursements (as between solicitor and client) incurred by the Landlord in connection therewith.

14.4 **Right to Enter**

14.4.1 At any time during the Term of this Lease the Landlord may (except in an emergency when no notice is required) enter the Premises after giving the Tenant reasonable notice:

- (a) to view the state of repair and condition of the Premises;
- (b) carry out any works on the Land or in or to the Building (including alterations, maintenance and redevelopment), but in these circumstances the Landlord will take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
- (c) restrict access to the Land including parking areas but in these circumstances the Landlord will take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
- (d) redirect pedestrian or vehicular traffic into, out of or through the Land;
- (e) close the Building in an emergency;
- (f) use, maintain, repair, alter and add to Building Services to or in the Premises, but the Landlord must take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
- (g) exclude or remove any person from the Land and in such case the Landlord will provide the Tenant with a reason;
- (h) to do anything the Landlord must or may do under this Lease or pursuant to any legal obligation;
- (i) to carry out and observe the Landlord's maintenance and repair obligations as set out in Schedule 2; and

and the Tenant will not be permitted to make any claim or abate any payment if the Landlord exercises any of its rights under this clause.

14.4.2 If the Landlord or the Landlord's agents or contractors find any defect decay or want of reparation in the Premises or find any state or condition thereof contrary to any covenant or agreement on the part of the Tenant contained in this Lease, the Landlord, or the Landlord's agent or contractor may give to the Tenant notice in writing to make good repair restore or amend the same within a reasonable time to be therein stated and the Tenant must within such time sufficiently and in good and proper and professional manner make good repair restore or amend the same to the reasonable satisfaction of the Landlord and if the Tenant fails to comply with any such notice the Landlord

may (but is not obliged to do so) by or with the Landlord's attorney agent and or contractors enter into and upon the Premises and carry out the requirements of such notice (causing as little disturbance to the Tenant as is practicable). All reasonable costs charges and expenses incurred by the Landlord in so doing will be a debt due from the Tenant to the Landlord payable on demand and recoverable in the same manner in all respects as the rent hereby reserved.

14.5 Interest on Overdue Amounts

If the Tenant does not pay an amount when it is due, and does not rectify such non-compliance within 14 days of written demand (or such other timeframe agreed in writing by the Landlord) then it must pay interest on that amount on demand from when the amount became due until it is paid in full. Interest is calculated on outstanding daily balances of that amount at the Default Rate.

15. DAMAGE TO BUILDING OR PREMISES

15.1 Subject to clause 15.2, if the Building of which the Premises forms part is damaged:-

- 15.1.1 the Tenant is not liable to pay rent or Outgoings or other charges that are attributable to the period during which the Premises cannot be used or are inaccessible due to that damage;
- 15.1.2 if the Premises are still useable but their useability is diminished due to the damage, a fair and just proportion of the rent, Outgoings and other charges payable by the Tenant pursuant to this Lease having regard to the nature of the damage shall abate from the date of the damage until the date that the Premises have become useable. If any dispute as to the amount of rent, Outgoings and charges to be abated arises, the same will be determined by a licensed valuer appointed by the President of the South Australian Division of the Australian Property Institute (or should that body have ceased to exist, the President or other principal officer for the time being of such body or association as then serves substantially the same objects) at the request of the Landlord;
- 15.1.3 if the Landlord notifies the Tenant in writing that the Landlord considers that the damage is such as to make its repair impractical or undesirable, the Landlord or the Tenant may terminate this Lease by giving not less than seven days' notice in writing and neither party shall have any claim for or right to recover any compensation by reason of such termination save in respect of any antecedent breach or default or any claim regarding the cause of such damage;
- 15.1.4 if the Landlord fails to repair the damage within a reasonable time after the Tenant requests the Landlord in writing so to do, then the Tenant may terminate this Lease by giving not less than seven days' notice in writing of termination to the Landlord.

15.2 Damage caused by Tenant

If the damage to the Building was caused or contributed to by the wrongful act or negligence of the Tenant no proportion of the rent, Outgoings and charges shall be abated and the Tenant will not be entitled to terminate this Lease.

15.3 Set off

The Landlord may, by notice to the Tenant, set off any amount due by the Tenant to the Landlord under this Lease or otherwise against any amount due by the Landlord to the Tenant under this Lease.

16. REDEVELOPMENT AND DEMOLITION

16.1 The Tenant acknowledges that:-

- 16.1.1 the Landlord may during the term of this Lease decide to refurbish, repair, redevelop or extend the Premises and/or the Building and land of which the Premises form part;
- 16.1.2 the Landlord will suffer harm expense and loss if the Landlord elects to do so and is unable to obtain vacant possession of the Premises;
- 16.1.3 the Landlord has only agreed to the Tenant's offer to lease the Premises on the condition the Landlord can obtain vacant possession of the Premises for the purpose of so refurbishing, repairing, redeveloping or extending as and when required by the Landlord; and
- 16.1.4 this Lease is expressly subject to a condition precedent that the term of this Lease be subject to the Landlord's right to refurbish, redevelop or extend.

16.2 If during the Term or any extension of the Term of this Lease the Landlord elects to refurbish, repair, redevelop or extend the Premises, the Building or the Land of which the Premises form part or any part thereof and the Landlord provides to the Tenant details of the proposed repair, redevelopment or extension sufficient to indicate a genuine proposal to refurbish, repair, redevelop or extend within a reasonably practicable time after the date upon which the Landlord requires vacant possession of the Premises, then the Landlord may on or after the commencement of this Lease:

- 16.2.1 give to the Tenant not less than six (6) months written notice requiring the Tenant to relocate its business to other premises in the Building or on the Land (the "**new premises**") specifying the date on which the Landlord requires vacant possession of the Premises and requires the Tenant to relocate to the new premises (the "**relocation date**") whereupon:-
 - (a) this Lease will terminate on the relocation date; and
 - (b) not less than seven (7) days prior to the relocation date the Tenant must upon receipt of the same from the Landlord execute and deliver to the Landlord:-
 - (i) a surrender of this Lease in registrable form by mutual consent and for no monetary or other consideration effective from the relocation date; and
 - (ii) a lease of the new premises from the relocation date which lease will be upon the terms and conditions hereinafter appearing; and
 - (iii) the Tenant's registered duplicate copy of this Lease; and
 - (c) the Tenant must vacate the Premises and relocate to the new premises on the relocation date.

16.2.2 the relocation to the new premises will be upon the following terms and conditions:

- (a) the new premises must (in the reasonable opinion of the Landlord) be of comparable quality and utility to the Premises and Rugby Field (as defined in special condition 4);
- (b) the Landlord will, at its cost, move the Tenant's stock from the Premises to the new premises;
- (c) the lease of the new premises shall be on the same terms and conditions as this Lease (changed as necessary),

and the Tenant may, not later than one month (time being of the essence) of receiving the written notice of relocation from the Landlord, notify the Landlord in writing that the Tenant does not intend to enter into a lease for the new premises, in which case the Tenant shall vacate the Premises on the relocation date without any right to compensation or damages from the Landlord by reason of termination of this Lease.

16.2.3 give to the Tenant not less than six (6) months written notice requiring the Tenant to vacate the premises specifying the date on which the Landlord requires vacant possession of the Premises (the "**termination date**") whereupon:-

- (a) this Lease will terminate on the termination date; and
- (b) not less than seven (7) days prior to the termination date the Tenant must upon receipt of the same from the Landlord execute and deliver to the Landlord such documents as the Landlord reasonably requires to effect a surrender of this Lease as at the termination date; and
- (c) the Tenant must vacate the Premises on the termination date.

and the Tenant may at any time after receipt of notice of termination from the Landlord terminate this Lease upon giving not less than seven (7) days prior notice in writing to the Landlord.

16.3 **Damage to Goods or Person**

Except to the extent caused by the negligent or wilful act or omission of the Landlord, its servants or agents, the Landlord its attorney or agent shall not be under any liability to the Tenant for any loss expense or damage sustained by the Tenant or any invitee of the Tenant arising out of personal injury or destruction of or damage to goods chattels furniture or effects howsoever caused including by water gas or electricity bursting overflowing leaking or escaping (as the case may be) from any water gas electrical apparatus installation fitting pipe sewer wiring roof or roof gutter down pipe or storm water drain (as the case may be) on in or connected to or appurtenant to the Premises and/or the Building.

17. **RULES AND REGULATIONS**

17.1 The Landlord may (in consultation with the Tenant) from time to time make such rules and regulations that the Landlord considers necessary for the management, safety, security, care of or cleanliness of the Premises or the Building.

- 17.2 The Landlord reserves the right to amend from time to time the Rules and Regulations.
- 17.3 The Rules and Regulations bind the Tenant when it receives notice of the Rules and Regulations from the Landlord.
- 17.4 If there is any inconsistency between this Lease and the Rules and Regulations, then this Lease prevails.
- 17.5 A failure by the Tenant to comply with the Rules and Regulations is a breach of this Lease.
- 17.6 The Rules and Regulations applicable at the date of this Lease are those appended to this Lease.

18. **EXTENSION OF TERM**

If not more than six months nor less than three months prior to the expiration of the Term the Tenant gives to the Landlord notice in writing of its desire to extend the Term and if the Tenant is not in breach of any of the covenants agreements and conditions on the part of the Tenant to be performed and complied with, the Tenant will be entitled to an extension of the Term for the further period referred to in Item 9 of Schedule 1 at a rent to be fixed in the manner provided by the terms of this Lease but otherwise upon the same terms and conditions as are herein contained with the exception of this right of renewal.

19. **ESSENTIAL TERMS, RE-ENTRY, BREACH, DAMAGES**

19.1 **Essential Terms**

The clauses of this Lease referred to in Item 11 of Schedule 1 are essential terms of this Lease and the Landlord may at its option treat any breach or default by the Tenant in the observance or performance of its obligations under any of such clauses as a repudiation by the Tenant of this Lease.

19.2 **Power of Re-entry**

If:

- 19.2.1 the rent or any part of it is unpaid for sixty (60) days after any of the days on which it should have been paid (although no formal or legal demand may have been made for payment); or
- 19.2.2 the Tenant commits or permits to occur any other breach or default in the due and punctual observance and performance of any of the terms of this Lease and fails to remedy the breach within a period of 14 days of written notice from Landlord (or such shorter time as the Landlord may in any particular case reasonably stipulate); or
- 19.2.3 any property in or on the Premises is seized or taken in execution under any judgment or other proceedings; or
- 19.2.4 the Tenant ceases to be able to pay its debts as they become due; or
- 19.2.5 any step is taken to enter into any arrangement between the Tenant and its creditors; or

- 19.2.6 any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Tenant's assets or business; or
- 19.2.7 the Tenant is deregistered or dissolved or any step is taken by any person towards that;

then the Landlord or the Landlord's attorney or duly authorised agent, solicitor or representative may without notice to the Tenant re-enter into and upon the Premises or any part thereof in the name of the whole and use and enforce all such ways and means and adopt all such measures as may be necessary or expedient for the purpose of effecting such re-entry by force or otherwise as the occasion may require without being liable for any loss expense damage action suit or proceeding or cost and to hold and enjoy the Premises as if these presents had not been made and thereupon the Tenant's leasehold interest in the Premises will cease and determine.

19.3 Damages generally

The Landlord's entitlement to recover losses, damages, costs or expenses will not be affected or limited by:

- 19.3.1 the Tenant abandoning or vacating the Premises;
- 19.3.2 the Landlord re-entering the Premises and/or terminating the Tenant's leasehold interest in the Premises;
- 19.3.3 the Landlord accepting the Tenant's repudiation;
- 19.3.4 conduct of the parties which may or shall constitute a surrender by operation of law.

20. NOTICES

Any notice or other document required to be given or served under this Lease may be given or served:

- 20.1 by personal service or hand delivery, which will be deemed to have been given upon receipt;
- 20.2 by ordinary or registered post or facsimile transmission to the last place of business or residence known of the party, and any notice or other document will when given or served by either of the methods mentioned above be deemed to have been given or served and received by the other party three (3) days after the date of posting or delivery at the document exchange whether actually received or not AND in the case of any notice or document required to be served or given by the Landlord to the Tenant the same may be signed on behalf of the Landlord by its agent, manager, secretary assistant, secretary or solicitor and may be either addressed or delivered to the Tenant at the address of the Premises or such other address of the Tenant as the Tenant may specify in writing from time to time;

20.3 or by email to such email address as the Landlord and/or Tenant may from time to time advise the other in writing for the purposes of this Lease and such notice will be deemed to have been given 24 hours after the email was sent, unless the party sending the email has not received a delivery confirmation receipt or knows or ought reasonably to suspect that the e-mail was not delivered to the addressee's domain specified in the email address.

21. COSTS

21.1 Each party will bear its own costs in respect of the preparation, negotiation, execution and stamping of this Lease.

21.2 Subject to any limits imposed by the Act the Tenant must pay all stamp duty and registration fees in respect of this Lease and any renewal, extension, surrender, assignment or transfer of this Lease and any other incidental documents including any lease plan costs.

22. MISCELLANEOUS

22.1 Holding Over

If the Tenant continues in occupation of the Premises after the expiration of the Term or any extension thereof with the consent of the Landlord the Tenant will thereupon become or be deemed to be a monthly tenant of the Landlord at a rent determined in accordance with the provisions of this Lease, and such tenancy will be subject to such of the conditions and covenants contained in this Lease as are applicable to a monthly tenancy.

22.2 Waiver

No waiver by the Landlord of any breach or non-observance by the Tenant of any covenant herein contained shall constitute a general waiver of the obligations of the Tenant.

22.3 Acceptance of Rent Arrears

In respect of the Tenant's obligations to pay rent the acceptance by the Landlord of arrears of or any late payment of rent will not constitute a waiver of the essentiality of the Tenant's obligations to pay rent on the dates hereinbefore set out for payment of rental or in respect of the Tenant's continuing obligation to pay rent during the Term.

22.4 Kiosks and Marquee

22.4.1 The Landlord may erect kiosks and marquees on the Land for a particular day or days where a sporting game or match will be held. If the Landlord causes any damage to sub-surface services by the erection of marquee(s) or other temporary structures then the costs of repairs will be the full responsibility of the Landlord.

22.4.2 The Tenant may erect kiosks and marquees on the Land for a particular day or days where a sporting game or match will be held, subject to certain conditions and requirements of the Landlord from time to time. Such conditions will include an obligation on the Tenant to ensure that such marquee(s) is either securely tied down and/or weighted in a manner to prevent damage to sub-surface irrigation. The cost of repairs to all damage

(to sub-surface services) caused by the erection of marquee(s) or other temporary structures will be the full responsibility of the Tenant

22.5 **No Caveat**

The Tenant must not lodge or cause or permit to be lodged any absolute caveat over the certificate of title for the Land or the Premises.

22.6 **Landlord and Tenant Act**

A notice under section 10 of the *Landlord and Tenant Act 1936 (SA)* must allow 14 days for the Tenant to remedy a breach of this Lease if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Landlord. No period of notice is required in respect of non-payment of rent.

22.7 **Power of Attorney**

If the Landlord becomes entitled to terminate this Lease and re-enter and take possession of the Premises (a statutory declaration of any duly authorised officer, employee or agent of the Landlord will be conclusive evidence for the purpose of the Registrar-General) then the Tenant irrevocably appoints the Landlord as the attorney of the Tenant to execute any documents and perform any acts the Landlord requires to give full effect to the power of re-entry under the *Real Property Act 1886 (SA)*. The Tenant must execute any documents and perform any acts the Landlord requires to give full effect to the power of re-entry under the *Real Property Act 1886 (SA)*.

22.8 **Special Conditions**

This Lease is subject to the special terms and conditions (if any) specified in Item 10 of Schedule 1 and if there is any inconsistency between any such special terms and conditions and any of the provisions of this Lease and/or the Rules and Regulations then such special terms and conditions will prevail.

SCHEDULE 1

ITEM 1 TENANT (clause 1.18)

Name: Brighton Lacrosse Club Incorporated

ABN: 59 310 247 094

Address: 410-420 Brighton Road, Hove SA 5048

ITEM 2 PREMISES (clause 1.12)

That portion of the land comprised in Certificate of Title Register Book Volume 5750 Folio 187 and known as 410-420 Brighton Road Hove SA 5048 being the area bordered in red on the plan contained in Schedule 3

ITEM 3 THE LAND (clause 1.8)

The whole of the land comprised in Certificate of Title Register Book Volume 5748 Folio 561, Volume 5750 Folios 187, Volume 5748 Folio 558, Volume 5748 Folio 560, Volume 5733 Folio 512, Volume 5750 Folio 183, Volume 5750 Folio 184, Volume 5750 Folio 182, Volume 5750 Folio 186 and Volume 5750 Folio 185

ITEM 4 PERMITTED USE (clause 9.1)

The provision of community recreational lacrosse and associated activities, hiring of the Premises and the Lacrosse Field on the terms contained in clause 8 and special condition 4 and/or such other use or uses as the Landlord may consent to

ITEM 5 TERM (clause 1.21)

A term of five (5) years commencing on [DATE] (**Commencement Date**) and expiring at 11.59PM on [DATE]

ITEM 6 COMMENCING RENT (clause 3)

\$5,971.00 per annum exclusive of GST, subject to review

ITEM 7 RENT REVIEW (clause 3)

(a) Fixed Review Dates: The rent will be reviewed as follows:

- First anniversary of this Lease: \$7,402.00 per annum plus GST
- Second anniversary of this Lease: \$8,834.00 per annum plus GST
- Third anniversary of this Lease: \$10,625.00 per annum plus GST
- Fourth anniversary of this Lease: \$11,697.00 per annum plus GST

(b) CPI Review Dates: from [DATE] each year during the Term if the Term is renewed or extended

ITEM 8 PUBLIC RISK INSURANCE (clause 11)

TWENTY MILLION DOLLARS per claim and unlimited in the annual aggregate or such higher amount as the Landlord may from time to time reasonably require.

ITEM 9 EXTENSION OF TERM (clause 18)

One further term of five (5) years commencing on [DATE] and expiring on [DATE], if exercised in accordance with clause 18

ITEM 10 SPECIAL CONDITIONS (clause 22.8)

1. **Child Safe Environment**

- 1.1 The Tenant acknowledges that the City of Holdfast Bay is committed to providing a child safe environment (as defined by the *Children's Protection Act 1993*) at all times. A child safe environment is 'an environment, which is both child-safe and child-friendly, where children are valued and feel respected and encouraged to reach their full potential.'
- 1.2 The Tenant represents to the Landlord that it has fulfilled and will ensure that it continues to fulfil its requirements under the *Children's Protection Act 1993* in relation to occupying the Premises for the Permitted Use.
- 1.3 The Tenant must act in the best interests of the community at large.
- 1.4 The Tenant must at the request of the Landlord provide a current police clearance or the relevant criminal history screening certificate under relevant legislation for the Tenant or any of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who provide services from the Premises.
- 1.5 If the Landlord makes a request of the Tenant under this special condition, the Tenant must provide the requested documents to the Landlord within 10 Business Days of such request. Failure to do so will be considered a breach of an essential term of this Lease.

2. Tenant's Fitout

2.1 The Tenant must carry out its Fitout Works:

- (a) in a proper and professional manner;
- (b) in a manner that does not expose people to a health and safety risk;
- (c) using good quality materials;
- (d) in accordance with the Tenant's plans and specifications approved by the Landlord;
- (e) in accordance with all approvals and the requirements of authorities;
- (f) in accordance with the reasonable directions of the Landlord and the Landlord's representative;
- (g) in a manner so as not to:
 - (i) disturb other contractors or occupants of the Building; or
 - (ii) prevent or hinder access to the Premises or any part of them by the Landlord or any person authorised by the Landlord;

2.2 In carrying out the Fitout Works the Tenant must:

- (a) ensure that the Tenant's employees, contractors, agent and invitees comply with the requirements of all relevant building site awards and conditions relevant to the construction of the Fitout Works;
- (b) not bring any heavy items of machinery into the Premises likely to damage the Building without the prior approval of the Landlord;
- (c) use the access paths, loading dock and lifts in the Building only to the extent approved from time to time by the Landlord or the Landlord's representative (each acting reasonable), having regard to the requirements of other occupants of the Building; and
- (d) ensure that any defects in the Fitout Works are rectified promptly.

2.3 The Fitout Works and the use by the Tenant of the Land, the Building and the Premises are at the Tenant's risk except to the extent caused by the wilful or negligent act or omission of the Landlord.

2.4 In this special condition, "**Fitout Works**" means the works and installations to fit out and prepare the Premises to the Tenant's occupational requirements as depicted in the plans and specifications approved by the Landlord.

3. Tenant's Fixtures and Fittings

3.1 For the avoidance of doubt, the Tenant acknowledges that the Landlord has no liability or responsibility for any fixtures, fittings and/or other items installed, owned or otherwise brought onto the Premises by the Tenant.

4. **Licence**

- 4.1 The Tenant may access and use the area bordered in red on the plan attached at Schedule 4 (**Lacrosse Field**) during official Tenant training times as approved by the Landlord and during official Lacrosse SA fixtures and for the purposes of the Permitted Use, and the terms and conditions of this Lease apply to the Licence mutatis mutandis. [Drafting note: Lacrosse to confirm wording]
- 4.2 The licence conferred by this special condition does not confer on the Tenant any tenancy, estate or interest in the Lacrosse Field or the Land.
- 4.3 Without limiting and notwithstanding any other release provided by the Tenant in this Lease, the Tenant agrees that the Landlord is not liable for any death or personal injury to the Tenant or its patrons or customers while accessing, occupying or using the Lacrosse Field except to the extent caused or contributed by the negligence of the Landlord.
- 4.4 Without limiting and notwithstanding any other indemnity provided by the Tenant in this Lease, the Tenant indemnifies the Landlord against all actions, liabilities, claims or demands for any loss, damage, injury, or death incurred or suffered directly or indirectly by the Landlord or any other person in connection with the Tenant's access, occupation or use of the Lacrosse Field except to the extent caused or contributed by the negligence of the Landlord.
- 4.5 Any breach of the licence granted pursuant to this special condition by the Tenant is a breach of this Lease by the Tenant and any breach of this Lease by the Tenant is a breach of the Licence granted pursuant to this special condition subsisting at the time of the breach of the lease by the Tenant.
- 4.6 The Tenant must (on demand) remedy any damage (not including reasonable wear and tear) caused to the Lacrosse Field by the Tenant's access, occupation and/or use.
- 4.7 The Tenant must ensure the Lacrosse Field is kept and left in a clean, neat and tidy condition at the end of each use.
- 4.8 The Tenant may coordinate and facilitate hiring out of the Lacrosse Field strictly subject to the procedure set out in clause 8.2 of this Lease. Any ongoing and regular use of the Lacrosse Field must be recorded in a sub-licence agreement which is subject to the prior written approval of the Landlord.

5. **Maintenance Fund**

- 5.1 The Tenant undertakes to the Landlord that it must (on or before entering into this Lease) establish and maintain an account for maintenance to the Premises, and ensure that at least \$7,500 is deposited into an interest earning account each year during the Term which may be applied as follows:
- (a) the amount of money contributed to this account in a year may be reduced by deducting the value of any work done to the Premises during that year without charge by or on behalf of the Tenant;

- (b) monies may be withdrawn from this account by the Tenant for the purpose of undertaking maintenance to the Premises;
- (c) in the event that the Tenant undertakes major capital improvement works to the Premises or the Lacrosse Field (as defined by special condition 4) the requirement for this annual contribution may be waived at the discretion of the Landlord upon the written request of the Tenant.

5.2 The Tenant will provide to the Landlord on the Commencement Date and annually thereafter, true and complete copies of all statement evidencing such contributions including annual statements. The Tenant agrees that it will not deduct, withdraw or apply any moneys deposited into the holding account without the Landlord's prior written consent. The Tenant further agrees that the moneys held in the holding account will be applied for replacement as reasonably notified by the Landlord.

6. Special events and community programs

- 6.1 The Tenant acknowledges that the Landlord may from time to time use the field and clubrooms for special or major sporting, community or other events.
- 6.2 The Tenant must accommodate the Landlord with up to three special or major sporting, community or other events per financial year, of a duration of 2 days maximum each. The Landlord will provide no less than 90 days written notice to the Tenant.
- 6.3 The Landlord will endeavour to select dates for special events that do not conflict with the Tenant's official training and fixtures. If required, the Landlord will assist to relocate the Tenant during the affected hours, however the relocation is not guaranteed.
- 6.4 The Landlord will be authorised to access and use the Premises (not including the bar areas and stock belonging to the Tenant) free of charge for the sole purpose of running community programs organised and led by the Landlord, up to 4 hours a week on any Monday to Friday (inclusive) during the hours of 9am to 5pm and outside of designated training and game times. The Tenant must accommodate exclusive access to the function room, and non-exclusive access to the kitchen, toilets and all common areas for the duration of these programs. Kitchen access will be limited to simple use of fixtures, fittings and equipment for the purpose of serving refreshments or light meals only. Any further use of the fixtures, fittings, equipment or utensils owned by the Tenant are subject to agreement with the Tenant. Times and dates will be scheduled a minimum of 2 months in advance and negotiated to not unreasonably conflict with the Permitted Use.

7. Financial Hardship

The Tenant may apply to the Landlord for rent relief payable during the first five years of the Term (being the period commencing on [DATE] and expiring on [DATE]), if the Tenant is unable to meet the payments required by this Lease due to grounds of financial hardship, but strictly on the condition that the Tenant has complied with its obligations under clause 10 and, the Tenant provides all such

information and documents reasonably requested by the Landlord to consider the Tenant's request.

8. Other

- 8.1 Within 6 months of the date of this Lease (and at the same time as requesting any renewal of this Lease), the Tenant must provide to the Landlord, a copy of its approved strategic business plan (including budgetary projections) conducive to increase revenue, membership (and sports players including female and junior participation). The Landlord will provide reasonable assistance to the Tenant if requested, provided that the Tenant is responsible for the content and all matters relating to the business plan, budgetary statements and related documents.
- 8.2 The Landlord will maintain the Lacrosse Field (as defined by special condition 4) during the Term to a higher standard than a public reserve (as specified in the Landlord's Community Leasing Policy) and on this basis, the commencing rent includes the Tenant's contribution to the additional maintenance costs the Landlord will incur.
- 8.3 The Tenant must allow the Premises to be hired for or used by community groups for community sport services when not required by the Tenant for training or match commitments.
- 8.4 The Tenant is permitted to (and will be responsible for) marking out the Lacrosse Field (as defined by special condition 4) and all costs associated therewith.
- 8.5 The Tenant must provide to the Landlord on or before the Commencement Date and on each anniversary of the Commencement Date during the Term evidence of annual inspections/servicing of the Premises and Services in a form satisfactory to the Landlord, including but not limited to copies of all compliance certificates from the relevant authorities regarding fire safety, white ants, air conditioning, grease arrestors, electrical and essential safety provisions.
- 8.6 The Tenant must leave the Premises (including, the Lacrosse Field and all Common Areas) in a clean and tidy state at the end of each use.
- 8.7 Except as permitted by clause 9.3 of this Lease, the Tenant must not under any circumstances allow alcohol onto the Land and must ensure that its patrons, members and visitors do not bring alcohol onto the Land.
- 8.8 The Tenant must provide to the Landlord on or before the Commencement Date and on each anniversary of the Commencement Date during the Term evidence of annual inspections/servicing of the Premises and Services in a form satisfactory to the Landlord, including but not limited to copies of all compliance certificates from the relevant authorities regarding air conditioning, grease arrestors, electrical and essential safety provisions. The Tenant must at the same time provide to the Landlord a program that specifies planned and scheduled maintenance in relation to the Premises for the coming lease year.

Clauses 3.1, 4, 5, 6, 7, 8, 9.1, 9.3, 10, 11, 12, 17, 22.8 and any obligations imposed on the Tenant pursuant to Item 10 of this Schedule

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SCHEDULE 2 - Maintenance Schedule

This schedule outlines the particular responsibilities of Landlord and the Tenant, where applicable, and must be read in conjunction with relevant provisions within this Lease including **clauses 6 and 14.5** to the extent of any inconsistency with this Maintenance Schedule and the main provisions of this Lease, this Maintenance Schedule will prevail.

In this Schedule 2:

- *All references to “end of life” must be interpreted as being the period over which an asset is expected to be available for use by the Tenant if properly maintained and repaired in good order, or the asset has fully depreciated such that it has no economic life;*
- *all references to “periodically” must be interpreted to any program or time frame stated within any manufacturing specifications, Australian Standards or industry best practice benchmarking, as notified by the Landlord to the Tenant from time to time.*

Building – External

Item	Tenant’ responsibility		Frequency	Landlord’s responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Storm water system	Clean gutters, downpipes and storm water drains – keep free of debris to prevent blockages.		As required	Repair/replace at end of life unless damage caused by Tenant
Storm water pits and pumps	Nil responsibility unless damage caused by Tenant.		As required	Full responsibility unless damaged caused by Tenant
Windows internally and externally, including frames and screens etc.	Clean including frames. Replace broken glazing, repair as required.		Minimum twice a year	Replace frames, glazing and opening/closing mechanisms at end of life unless damage caused by Tenant.
Sewer mains and external pipes	Nil		As required	Keep clear of blockages Repair/replace at end of life unless damage caused by Licensee’s negligence.

Roof and guttering	Keep guttering clean and free of debris at all times		Twice a year	Repair leaks to the roof and repair or replace roof covering
Roof Safety Systems	Nil responsibility	Nil responsibility unless damaged caused by tenant.	Periodically	Full responsibility to maintain and replace at end of life.
Doors/locking mechanisms	Minor adjustments to keep doors operational.	Option	As required	Repairs and replace mechanisms at end of life unless damage caused by the Tenant.
Building keys, fobs & access cards		Additional, replacement or programming of keys, fobs or cards	As required	Replace system at end of life. Council will retain the main master key system and will issue keys and fobs as required.
Solar Panels	Full responsibility. Replace at end of life at Tenant's discretion		As required	Nil responsibility, except for removal and reinstatement of system if required for landlord to undertake works.
Walls	Wash, clean periodically.	Option	Annually	Nil responsibility.
	Repair, touch up and repaint damage caused by Tenant and their activities.	Option	As required	Maintain structural stability. Remove graffiti. Periodic repair and painting (e.g. every 10 years) unless damage caused by the Tenant
Glass	Keep clean and maintain. Replace if broken or damaged.		As required	Remove graffiti. Replace structure at end of life.
Stairwells/staircase	Keep free of rubbish and debris. Keep access/ egress area clear.		As required	Repair and replace including balustrades, treads risers and landings. Replace at end of life.
Paint finishes	Touch up and repaint where damaged in between Council	Option	As required	Periodic painting (e.g. every 10 years) unless caused by the Tenant and their

	periodic paints			activities.
Signs installed by Tenant	Maintain, clean and replace		As required	Nil responsibility.
Security lights	Nil responsibility for maintenance, unless damaged by Tenant and their activities. Pay for electricity costs.		As required	Maintain and replace lights fittings and any globes.
Other external lights mounted on the building (flood lighting)	Full responsibility.			Nil responsibility.
External Pipes	Repair damage and blockage caused by tenant's negligence.		As required	Replace at end of natural life. Remove tree roots if damaged caused by trees on landlord's land.
General Cleaning, including shed and storage areas.	Full responsibility maintain and keep clean and tidy including surrounds within the leased area.		Periodically	Nil responsibility.
Tenant's fixtures and fittings	Full responsibility.			Nil responsibility.
Sirens, Speakers, PA equipment	Full responsibility including replacement		As Required	Nil responsibility
Balcony's balustrade	Repair, touch up and repaint damage caused by Tenant.	optional	Periodically	Maintain structural stability. Periodic repair and painting (e.g. every 10 years). Replace at end of life.
Servery shelves (bar area)	Cleaning, servicing and maintenance		Periodically	Replacement at end of life.
Pest removal in the whole leased area except for bees and wasps	Full responsibility.		As required	Nil responsibility except for bees and wasps.

External Site Surfaces

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Ball Stop fence	Keep clean, maintain and replace			Nil responsibility.
External fence around storage compound on the Land	Keep clean and tidy.		As required	Remove graffiti. Maintain and replace at end of life.
Building apron/ walkway and/or Garden areas	Keep clean and unobstructed. No storage of waste.		At all times	Maintain and replace.
Storage shed / compound	Keep clean, maintain, repair and replace as required. No storage outside of designated storage areas.		As Required	Nil responsibility.
Car parks	Nil responsibility unless damage caused by Tenant		Periodically	Full responsibility.
Internal roads line marking	Nil responsibility unless damage caused by Tenant		Periodically	Full responsibility.
Watering / irrigation systems	Nil responsibility unless damage caused by Tenant		Periodically	Full responsibility unless damage caused by Tenant
Tree pruning and care	Nil responsibility unless damage caused by Tenant		As Required	Full responsibility unless damage caused by Tenant
Retaining Walls	Nil responsibility unless damage caused by Tenant		As Required	Maintain, Replace at end of life.
Line marking of Lacrosse field	Full responsibility		Periodically	Nil responsibility
Maintenance and	Nil responsibility unless damage		As Required	Full responsibility unless damage

replacement of sporting field including warm up area	caused by Tenant (excluding wear and tear).			caused by Tenant
Goal posts	Full responsibility including replacement		As Required	Nil responsibility
Field lighting	Full responsibility including replacement at Tenant's discretion		As Required	Nil responsibility
Score board	Full responsibility including replacement (at Tenant's discretion)		As Required	Nil responsibility
Memorial sites and fundraising pavers	Full responsibility including replacement and/or land remediation		As Required	Nil responsibility
Signs installed by Landlord (including entry statement)	Nil responsibility unless damage caused by tenant.		As Required	Full responsibility unless damage caused by Tenant
Bench and/or other sitting arrangements owned by the Tenant	Keep clean, maintain, repair and replace as required.		As Required	Nil responsibility
Pest removal including bees on licensed grounds	Nil responsibility.		As Required	Full responsibility

Building internal

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Water, sewer and gas piping	Keep free from blockages – unblock / repair drains, unless caused by the Landlord Repair damage caused by Tenant.		As required	Repair / unblock drains where damage caused by Landlord. Replace at end of life.
Hot water systems	Utility costs associated with HWS.		As Required	Maintenance and replacement at end of life.
Change rooms, fit out and finishes	Full responsibility. Keep clean and tidy.		Periodically	Replacement at end of life.
Lift	Keep clean and tidy.	Repair damage caused by tenant.	Periodically	Lift Registration Licence. Periodic servicing, Maintenance, breakdowns, callouts and Replacement at end of life.
Security Alarm System and general Cameras		Call outs or attendance by security patrols or MFS caused by the Tenant and their activities. Any approved changes to the system or its configuration that are requested by the Tenant.	Periodically	Oversee any additions or changes. Manage Council owned CCTV. Configuration of the systems, servicing, maintenance and monitoring. Replacement at end of life
POS CCTV equipment	If Point of Sale CCTV equipment is not installed as part of the building security and CCTV system, Manage security monitoring of the	If Point of Sale CCTV equipment installed as part of the building security and CCTV system. Call outs or attendance by	As Required	

	club system	security patrols or MFS caused by the Tenant and their activities. Any approved changes to the system or its configuration that are requested by the Tenant.		
Fire extinguishers, hose reels and fire blankets, sprinkler systems etc.	Make sure fire equipment is accessible at all times. Report any damage or usage of fire equipment to landlord.	Repair, replace or replenish if used or damaged by Tenant	Periodically	Service, maintain and replace fire extinguishers and blankets, hose reels and sprinkler systems at end of life unless damaged caused by Lessee.
Emergency exit lighting and evacuation signage.	Nil responsibility unless damaged or altered by Tenant.	Optional	Periodically	Full responsibility unless damage caused by Lessee.
Smoke detectors	Nil maintenance responsibility unless damaged by Tenant.	Call outs or attendance by security patrols or MFS caused by the Tenant and their activities. Any approved changes to the system or its configuration that are requested by the Tenant.	Periodically	Configuration of the system, servicing, maintenance and monitoring. Replacement at end of life
Water/waste services – associated fittings including taps etc.	Clean fittings, toilet, sinks, etc. – maintain and replace washers. Replace tap ware, sinks, drains and toilets etc. if damaged by tenant.		Periodically	Replace sinks, drains and toilets at end of life.

Grease Arrestors	Servicing and pumping out of system. Repair/ replacement if damage caused by the Tenant		Periodically	Repair and replacement unless damage caused by Tenant.
Telecommunications – phone/PABX systems	Full responsibility.		As Required	Nil responsibility.
Air conditioning units/thermostats, ducting etc.	Regular service and repairs to maintain working order.	Option	In line with manufacturer's specification	Single major repairs over \$2,000 (if regular maintenance has been conducted in line with manufacturer's specifications). Replace at end of natural life.
Electrical services, sub switchboards, distribution boards and power lighting circuits	Nil responsibility unless damage caused by Lessee.		As Required	Full responsibility unless damaged caused by Lessee.
In Wall vacuum system	Full responsibility.		As Required	Nil responsibility.
Doors, locking mechanisms		Full responsibility: proximity card replacement / keep doors operational / replace damage locking mechanisms / replace damaged doors	As Required	Replace at end of life
Consumer mains	Nil responsibility unless damaged caused by Lessee.		As Required	Full responsibility unless damaged caused by Lessee.
Lighting fixtures	Full responsibility, Replace light fittings and globes, ballast's and fuses. Repair/replace wiring connections.		As required	Replace at end of life
Carpets	Keep clean and free from dirt and stains. Repair any damage caused by misuse by		Periodically	Nil responsibility.

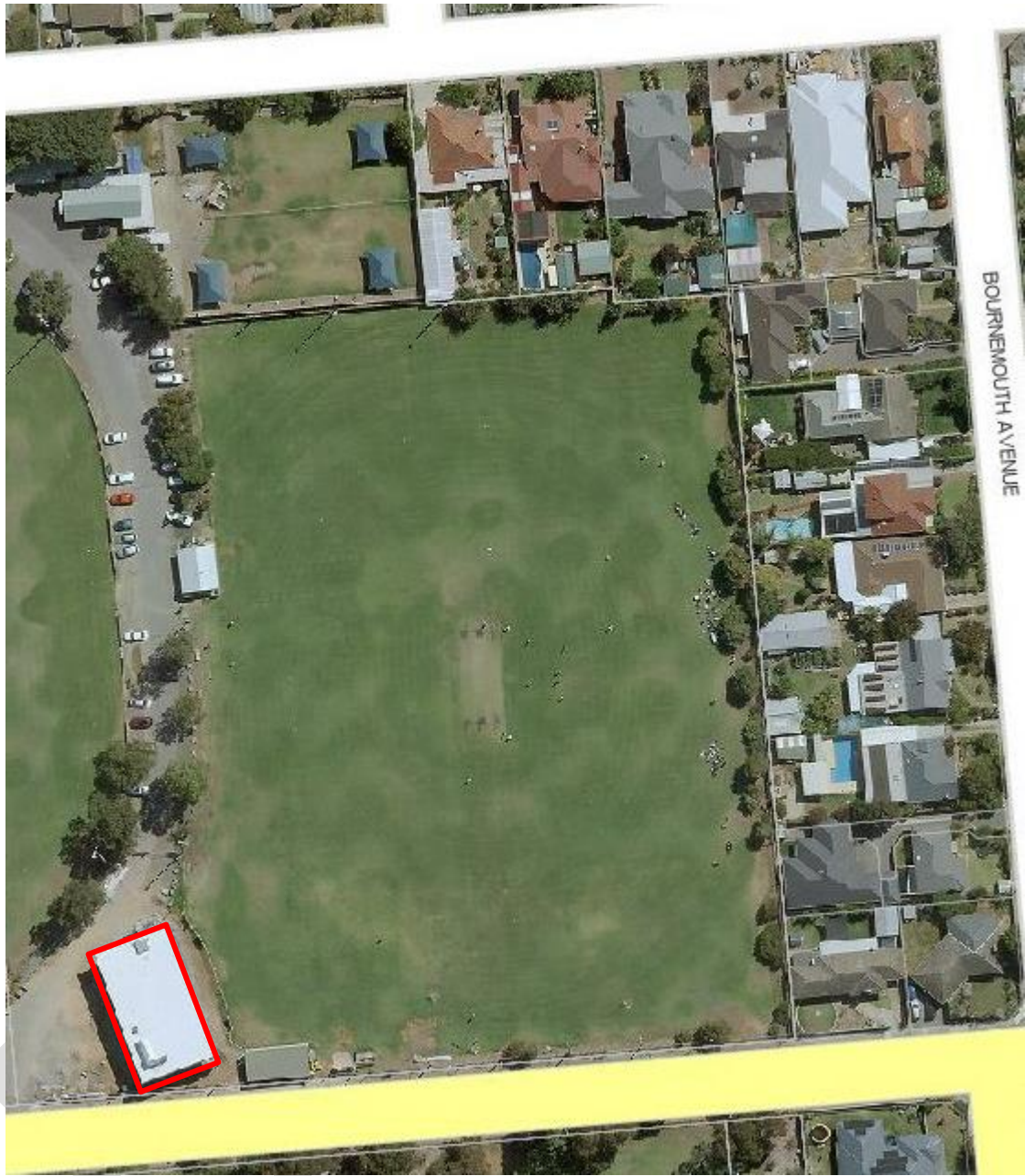
	the Lessee. Replace at end of life			
Vinyl/concrete/tiled/other floors	Clean/polish as required Repair/replace to appropriate finish.		Periodically	Nil responsibility.
Internal walls/screens and Ceilings	Clean and keep free of mould/grime. Repair/ replace where damage caused by Tenant. Touch up painting when required. Periodic repair and painting (e.g. every 10 years)		Periodically	Replacement and structural maintenance responsibility for internal walls/screens and ceilings at end of life.
Lessee's fitting and loose / soft furniture and equipment	Full maintenance and replacement responsibility		As Required	Nil responsibility.
Pest removal (except bees and wasps)	Full responsibility (excluding bees and wasps).		As Required	Nil responsibility.
Electrical tagging and testing	Full responsibility.		Periodically	Nil responsibility.
General cleaning	Full responsibility to keep the buildings clean and tidy		Periodically	Nil responsibility.
Tenant's fixtures and fittings	Full responsibility.		As Required	Nil responsibility.
Bar fit out and kitchens equipment including range hood	Full responsibility, note canopy range hood / extraction system cleaning and servicing.		Periodically	Nil responsibility.
Cool rooms	Full responsibility.		Periodically	Nil responsibility.

Blinds and /or window coverings	Full responsibility and replacement at end of life.		As required	Nil responsibility.
Roller shutters	Cleaning, servicing and maintenance		Periodically	Replacement at end of life.
Glass	Keep clean and maintain Replace if broken or damaged.		Periodical Cleaning, Maintenance as required.	Replace as part of window replacement.

Exterior Toilets

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Consumables	Nil	Nil	As needed	Supply consumables
Cleaning	Nil	Nil	Periodical	Clean and service toilets as part of toilet cleaning program.
Maintenance and operational activities	Nil	Nil unless damage caused by tenants negligence or activities.	Periodical	Full responsibility unless damaged caused by Tenant
Fitout and Finishes	Nil	Nil	As needed	Replacement of fitout and finishes unless damaged by caused by Tenant
Water and Electricity	Nil Responsibility			Full responsibility. Council to reimburse running costs yearly

Schedule 3 – Plan of Premises



Schedule 4 – Plan of Lacrosse Field
(special condition 4 in Item 10 of Schedule 1)



RULES AND REGULATIONS

1. The Tenant must not:
 - 1.1 smoke in the Building or on the areas outside the Building on the Land;
 - 1.2 put up signs, notices, advertisements, blinds or awnings, antennae or receiving dishes or install vending or amusement machines without the Landlord's approval;
 - 1.3 hold commercial auction, bankrupt or fire sales in the Premises;
 - 1.4 keep an animal or bird on the Premises;
 - 1.5 use a business name which includes words connecting the business name with the Building without the Landlord's approval;
 - 1.6 remove floor coverings from where they were originally laid in the Premises without the Landlord's approval;
 - 1.7 do anything to the floor coverings in the Building which affects any guarantee in connection with them if the Landlord has given the Tenant a notice setting out the relevant terms of the guarantee;
 - 1.8 use any method of heating, cooling or lighting the Premises other than those provided or approved by the Landlord;
 - 1.9 operate a musical instrument, radio, television or other equipment that can be heard outside the Premises that could cause unreasonable annoyance or nuisance to any person who occupies nearby space or premises;
 - 1.10 throw anything out of any part of the Building;
 - 1.11 move heavy or bulky objects through the Building without the Landlord's approval;
 - 1.12 obstruct:
 - 1.12.1 windows in the Premises except by internal blinds or curtains approved by the Landlord;
 - 1.12.2 any air vents, air conditioning ducts or skylights in the Premises; or
 - 1.12.3 emergency exits from the Building or the Premises; or
 - 1.12.4 the Common Areas; or
 - 1.12.5 interfere with directory boards provided by the Landlord.
2. The Tenant must:
 - 2.1 put up signs in the Premises prohibiting smoking nor allow or permit the presence or consumption of alcohol on the Rugby Field unless licensed accordingly (as defined by special condition 4);
 - 2.2 if the Landlord approves the Tenant's use of a business name which is connected with the Building, terminate any right it has to use that business name on the date it must vacate the Premises;

- 2.3 participate in any emergency drill of which the Landlord gives reasonable notice;
- 2.4 evacuate the Building immediately and in accordance with the Landlord's directions when informed of any actual or suspected emergency; and
- 2.5 secure the Premises when they are unoccupied and comply with the Landlord's directions about Building security.

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IMPORTANT NOTICE

EXCLUSION OF WARRANTY OF FITNESS FOR PURPOSE

Retail and Commercial Leases Act 1995: Section 18

Retail and Commercial Leases Regulations 1995: Regulation 7

THE LANDLORD DOES NOT WARRANT THAT THE PREMISES YOU ARE ABOUT TO LEASE WILL, FOR THE DURATION OF YOUR LEASE, BE STRUCTURALLY SUITABLE FOR THE TYPE OF BUSINESS THAT YOU INTEND TO CARRY ON.

SIGNED as an agreement

DATED

**THE COMMON SEAL of
CITY OF HOLDFAST BAY**
was hereunto affixed in the presence of:

.....
Mayor

.....
Chief Executive Officer

**THE COMMON SEAL of
BRIGHTON LACROSSE CLUB INCORPORATED** was affixed pursuant to the *Associations
Incorporation Act 1985* in accordance with
its constitution:-

.....
President / Vice President / Treasurer
(Please delete as applicable)

.....
Signature of President / Vice President / Treasurer
(Please delete as applicable)

.....
Print Full Name

.....
Print Full Name

Attachment 3



LEASE AGREEMENT

Between:

CITY OF HOLDFAST BAY

("Landlord")

and

BRIGHTON SPORTS AND SOCIAL CLUB INCORPORATED

("Tenant")

PORTION OF 410-420 BRIGHTON ROAD HOVE SA 5048

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Corporation on overdraft facilities of more than \$100,000.00 and if there is more than one rate published the higher of those rates.

- 1.7 **"GST"** has the meaning given to it under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any similar or ancillary legislation.
- 1.8 **"Land"** means the land described in Item 3 of Schedule 1 and includes the Building on any part of the Land.
- 1.9 **"Landlord"** means the City of Holdfast Bay and includes:
- (a) the executors administrators and assigns of the Landlord if the Landlord is a natural person,
 - (b) the successors and the assigns of the Landlord if the Landlord is a body corporate,
 - (c) (where the context allows) any servants workmen or agents of the Landlord,
- 1.10 **"Landlord's Property"** means all Landlord's fixtures, fittings, plant, equipment, services, chattels and any other goods installed or situated in or on the Premises by or behalf of the Landlord and available for use by the Tenant.
- 1.11 **"Outgoings"** means (to the extent that the same are not specifically payable by any tenant of the Building or the Tenant pursuant to this Lease) all amounts paid or payable by the Landlord or payments which the Landlord incurs or may be or become liable for in any one Accounting period or in any other lesser or relevant period in respect of the Land and the building whether by direct assessment or otherwise howsoever and includes:
- (a) all rates taxes charges assessments outgoing levies and impositions whatsoever which may be assessed charged or imposed in respect of the Land or the building or any part thereof including any charges for excess water but excluding income tax capital gains tax and all other taxes applicable to income or capital gain payable by the Landlord;
 - (b) all insurance premiums and other charges including stamp duty payable by the Landlord in relation to policies of public risk insurance covering the building and the Landlord's fixtures and fittings therein (including all glass if applicable) against normal and usual risks deemed necessary by the Landlord (including but without limiting the generality thereof loss or damage by fire, explosion, storm, lightning, earthquake, tempest, flood, burst pipes, impact, aircraft and articles dropped therefrom, riot, civil commotion and malicious or accidental damage, loss of rent and machinery breakdown) to the full insurable value thereof,
 - (c) the costs of electricity or other sources of energy consumed in the production and reticulation of chilled water and conditioned air for the air conditioning equipment servicing the building and all other costs arising from the operation of the air conditioning system including but not limited to fuel oil grease labour and a full comprehensive maintenance contract (if any);
 - (d) all costs in connection with the repair, maintenance, operation and replacement of air conditioning equipment, all other services and plant and equipment in the Building and Common Areas from time to time which are not the Landlord's sole and express responsibility under this Lease ;

- (e) all costs in connection with the cleaning, lighting, heating and air-conditioning of the Premises and Common Areas and providing supplies and consumables for toilets, washrooms and other facilities provided to the Premises and in the Common Areas, excluding the exterior public toilets;
 - (f) all costs in connection with caretaking and security services where the cost is incurred or requested by the Tenant;
 - (g) except where it is the Landlord's sole and express responsibility under this Lease, the cost of maintaining lighting servicing and repairing the Building such cost comprising the gross costs and expenses of every kind and nature incurred by the Landlord including but not limited to the replacement of parts necessary to keep any of the plant, machinery and equipment in good working order and condition, and all things necessary in the reasonable opinion of the Landlord for the operation maintenance repair and/or renovation of the Common Areas in a state of good and sanitary order condition and repair in accordance with Schedule 2;
 - (h) all reasonable legal, accounting and other professional fees incurred in connection with the conduct and operation of the Building.
 - (i) all and any other expenditure costs or expenses incurred by the Landlord in or about or incidental to the Building or the Premises not hereinbefore expressly referred to.
- 1.12 "**Premises**" means the whole or portion of the Land specified in Item 2 of Schedule 1 and includes all buildings improvements appurtenances alterations or additions (if any) now or hereafter situated thereon and any fixtures fittings plant equipment goods chattels furniture furnishings and effects (if any) of the Landlord's Property.
- 1.13 "**rent**" means the rent payable under this Lease.
- 1.14 "**Review Date**" means the respective date(s) set out in Item 7 of Schedule 1.
- 1.15 "**Rules and Regulations**" means the procedures and rules and regulations annexed hereto and so entitled and or as may from time to time be made, varied or amended by the Landlord pursuant to this Lease.
- 1.16 "**Services**" means the services (such as gas, electricity, water, sewerage, drainage, communications, fire fighting, air conditioning, lifts, plant, equipment, pipes and cables) to or of the Building or any premises in or the Land, provided by authorities, the Landlord or any person authorised by the Landlord.
- 1.17 "**Schedule**" means the Schedules annexed hereto.
- 1.18 "**Tenant**" means the Tenant named in Item 1 of Schedule 1 and includes:-
- (a) the executors administrators and permitted assigns of the Tenant if the Tenant is a natural person,
 - (b) the successors and the permitted assigns of the Tenant if the Tenant is a body corporate,
 - (c) any and all Trust or Trusts of which the Tenant is trustee,

(d) (where the context allows) any servants workmen or agents of the Tenant and any other person in or about the premises at any time at the request or invitation of or under the control or direction of the Tenant,

- 1.19 **“Tenant’s Property”** means any and all fixtures and fittings and other equipment installed in or brought on to or kept in the Premises by the Tenant.
- 1.20 **“Tenant’s Proportion”** means the same proportion as the lettable area of the premises bears to the whole of the lettable area of the Building, such lettable areas to be determined in accordance with the Property Council of Australia 1997 method of measurement or such other method of measurement as the Landlord reasonably determines.
- 1.21 **“Term”** means the term specified in Item 5 of Schedule 1 and includes the term of any extension or renewal and period of holding over of this Lease.
- 1.22 Headings to clauses shall not form part of this Lease or be used for the purpose of interpretation but shall be deemed to be for the purpose only of facilitating reference to the various provisions of this Lease.
- 1.23 Where the context of this Lease permits or requires:
- (a) words in the singular shall include the plural and words in the plural include the singular;
 - (b) words of or importing the masculine gender include the feminine gender;
 - (c) words referring to a person include a body corporate,
- 1.24 A reference to any statute code or regulation includes all amendments and revisions made from time to time to that statute code or regulation and any statute code or regulation passed in substitution therefor or incorporating any of its provisions.
- 1.25 Any provision of this Lease which by virtue of the Act (if it applies to this Lease) or any other statute or law is invalid void or unenforceable, is capable of severance without affecting any other provision of this Lease.
- 1.26 Unless otherwise stated, the Landlord may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this Lease.
- 1.27 If the Tenant comprises two or more persons the word “Tenant” will apply to them jointly and each of them severally.

2. GRANT OF LEASE

The Landlord grants and the Tenant accepts a lease of the Premises for the Term as set out in this Lease.

3. RENT AND RENT REVIEW

3.1 Rent

The Tenant must pay the rent as specified in Item 6 of Schedule 1 and reviewed in accordance with the terms of this Lease to the Landlord as directed from time to time by the Landlord or the Landlord's agent. The Tenant must pay the rent monthly in advance, the first payment to be made on or before the Commencement Date and

subsequent payments must be made on the same day of each calendar month during the Term without any abatement, deduction or demand.

3.2 Rent Review

3.2.1 The rent will be reviewed as at and from each Review Date specified in Item 7(a) of Schedule 1;

3.2.2 The rent will be reviewed as at and from each Review Date specified in Item 7(b) of Schedule 1 to an amount determined in accordance with the following formula:-

$$A = \frac{R \times C1}{C2}$$

where

'A' is the revised annual rent.

'R' is the annual rent payable during the year immediately preceding the relevant Review Date.

'C1' is the Index Number for the quarter ending immediately prior to the relevant Review Date.

'C2' is the Index Number for the quarter ending immediately prior to the date the rent being reviewed first became payable

3.2.3 The words "Index Number" used above mean the Consumer Price Index (All Groups) for Adelaide as published by the Australian Bureau of Statistics but if the Australian Bureau of Statistics ceases to publish the Consumer Price Index before the end of the Term, the words "Index Number" will mean some index reflecting fluctuations in the cost of living in Adelaide upon which the parties agree, but in default of such agreement, such index as will be determined by the President for the time being of the Australian Property Institute (South Australian Division) or his nominee as reflecting fluctuations in the cost of living in Adelaide, and such person's decision will be final and binding on the parties. In making such determination the President or his nominee will be deemed to be acting as an expert and not as an arbitrator. The cost of any such determination will be borne equally by the Landlord and the Tenant.

3.2.4 Until the rent is determined or agreed in accordance with the relevant rent review formula the Tenant will continue to pay to the Landlord rent at the rate applicable immediately prior to the relevant Review Date. On the first day for payment of rent after the rent is determined or agreed in accordance with this clause the Tenant must pay the new rent to the Landlord together with an adjustment (if any) in respect of the period from the date of the rent review until the date of such payment.

3.2.5 If this Lease is not a lease to which the Act applies, the rent payable pursuant to any review of rent will in no case be less than the rent payable immediately prior to the relevant Review Date.

4. **GST**

Unless otherwise stated in Item 6 of Schedule 1, rent and other monies payable by the Tenant to the Landlord pursuant to this Lease do not include any GST. If a GST is chargeable with respect to the payment by the Tenant to the Landlord of rent and or other monies pursuant to this Lease, the Tenant must on demand pay the GST or reimburse the Landlord for any GST paid or payable by the Landlord with respect to such rent and or other monies. The Landlord must provide to the Tenant an appropriate tax invoice in respect of any such GST payment or re-imburement by the Tenant.

5. **RATES, TAXES AND OUTGOINGS**

5.1 **Rates and Taxes**

The Tenant must pay or reimburse to the Landlord the Tenant's Proportion of all present and future rates charges taxes levies assessments duties impositions and fees (including council rates and emergency services levy) levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises and such payments must be adjusted between the Landlord and the Tenant as at the Commencement Date and the end or termination date of this Lease in respect of that portion of the financial year the relevant cost was incurred.

5.2 **Utility Charges**

5.2.1 The Tenant must pay as and when the same fall due, all charges for gas, electricity, oil and water separately metered and consumed in or on the Premises (excluding the public toilets) and also all charges in respect of any telephone and internet services connected to the Premises and all other charges and impositions imposed by any public utility or authority for the supply of any other utility service separately supplied and/or consumed in respect of the Premises.

5.2.2 If the Tenant defaults in payment of any of the charges referred to in clause 5.2.1 then the Landlord may pay the same and recover the amount paid as if the same were rent in arrears payable by the Tenant.

5.3 **Payment Of Outgoings**

5.3.1 The Tenant must pay the Tenant's Proportion of the Outgoings by way of equal monthly payments together with the rent each month or by way of lump sum payments as Outgoings are incurred or payable by the Landlord (as the Landlord may direct). If the year in which any particular outgoing is payable does not coincide with a year of this Lease, the amount the Tenant is to pay in the first and last years of this Lease is to be adjusted proportionately.

5.3.2 The Landlord will calculate the actual amount payable by the Tenant pursuant to this clause as soon as possible after 30 June in each Accounting Period and will adjust any difference. Any over-payment by the Tenant will be credited to the first payment due by the Tenant after the assessment is made (or refunded if this Lease is at an end) and any under-payment by the Tenant shall be added to the first payment to be made by the Tenant after the assessment is made (or will be paid by the Tenant on demand if this Lease is at an end).

6. MAINTENANCE AND REPAIRS

6.1 Maintenance

- 6.1.1 The Tenant must keep and maintain the Premises, the Tenant's Property and any Services situated within the Premises and which exclusively service the Premises in good and substantial repair and condition and where appropriate in good working order (fair wear and tear excepted), which includes an obligation to ensure that all electrical wiring and appliances are at all times in a safe condition.
- 6.1.2 If the Landlord so requires, the Tenant must enter into a service and maintenance contract in respect of any airconditioning plant and equipment exclusively servicing the Premises, which contract must be first approved by the Landlord (such approval not to be unreasonably withheld);
- 6.1.3 The Tenant must promptly repair any damage to the Building or the Land caused or contributed to by the act, omission, negligence or default of the Tenant. Any work must be undertaken by an appropriately qualified contractors and/or tradesmen and in a proper and professional manner.
- 6.1.4 In addition to the maintenance, repair and replacement obligations outlined in this clause (and this Lease generally) the respective responsibilities of the Landlord and the Tenant for the maintenance that is reasonably expected to be needed during the Term including planned structural maintenance, painting and replacement or renovation works are set out in Schedule 2 (**Maintenance**).
- 6.1.5 Where the Tenant is responsible for any Maintenance pursuant to the terms of this Lease, the Tenant must, at the same time as providing a copy of its annual report in accordance with clause 10, provide a report to the Landlord setting out the amount of money to set aside in the following year (as applicable from time to time) for Maintenance, in addition to the monies deposited into the maintenance fund (in accordance with special condition 5 of Item 10). The Tenant will not be required to set aside any money for maintenance costs during the first year of the Term, but must comply with this requirement each year commencing on the first anniversary of the Commencement Date.
- 6.1.6 The Tenant must, when requested to do so by the Landlord, provide the Landlord with:
- (a) a copy of all records, invoices, receipts, reports, certificates and other related information in relation to all maintenance, repair and/or replacement works carried out by (or on behalf of) the Tenant during the Term;
 - (b) a report setting out all projected items of preventative maintenance, including new plant and equipment requiring warranty servicing, the approximate date when each item of maintenance is likely to be required and the estimated cost; and
 - (c) a report setting out the amount of money currently set aside by the Tenant for Maintenance.

6.2 Maintenance of Plant and Equipment

The Tenant's obligations to maintain, repair and service the plant and machinery installed in the Premises is set out in Schedule 2. If the Tenant exclusively uses any plant or machinery installed in the Premises or the Landlord installs any plant or machinery at the request of the Tenant within and or servicing the Premises then the Tenant must keep all such plant or machinery maintained serviced and in good repair in accordance with Schedule 2 and will enter into and keep current at the Tenant's expense such maintenance service and repair contracts as are reasonably required by the Landlord for that purpose with contractors approved by the Landlord.

6.3 Tenant's Other Maintenance Obligations

The Tenant must at the Tenant's expense:

- 6.3.1 ensure that all waste is placed daily in suitable receptacles and subject to this clause 6, ensure the Premises is cleaned regularly in a proper and professional manner and ensure all waste and refuse is promptly and regularly removed from the Land;
- 6.3.2 as soon as is reasonably possible make good any damage to any part of the Building (including the Common Areas) or to the Premises or any part thereof (including ceilings) caused or contributed to by the Tenant;
- 6.3.3 immediately replace all broken glass in respect of the Premises;
- 6.3.4 in accordance with the Tenant's obligations set out in Schedule 2, take all proper precautions to keep the Premises free from pest infestation and if required by the Landlord engage a pest exterminator approved by the Landlord for that purpose;
- 6.3.5 repair or where appropriate replace any Landlord's Property such as heating lighting electrical and plumbing fittings installed in the Premises broken or damaged by the Tenant;
- 6.3.6 comply with all statutes ordinances proclamations orders and regulations affecting the Premises or any fixtures or fittings installed by the Tenant;
- 6.3.7 comply with any notices or orders which may be given by any statutory or regulatory authority in respect of the Premises or their use by the Tenant and keep the Landlord indemnified for all such matters.

6.4 Grease Trap and Range Hood

- 6.4.1 Where any range-hood, exhaust, grease arrestor or triple interceptor and associated plant and equipment exclusively service the Premises, the Tenant must:
 - (a) at its own expense, regularly clean, service, maintain, repair (when damage is caused by the Tenant) and empty (where applicable) each device to ensure it is in good working order and condition and so that nothing impairs its operation or efficiency, or causes unreasonable annoyance, nuisance, damage or disturbance to any persons who occupy nearby space or premises;
 - (b) pay for all running costs associated with each device;

- (c) not do, or permit, or suffer to be done, anything in relation to each item that might interfere with, or impair, its efficient operation;
- (d) comply with all applicable laws, regulations and notices and requirements of any governmental body relating to the grease arrestor and the transport and disposal of grease and other waste from the grease arrestor;
- (e) provide to the Landlord upon request all service notes and invoices evidencing the completion of all servicing, repairs, cleaning and waste removal;
- (f) obtain and maintain during the Term all permits, licences or other consents required in relation to the installation, use and operation of the grease arrestor;
- (g) promptly and fully comply with all directions and requirements of the Landlord regarding the use and operation of the grease arrestor which the Landlord notifies the Tenant in writing.

6.4.2 If any range-hood, exhaust, grease arrestor or triple interceptor comprises the Landlord's Property, then the Tenant will not be responsible for any replacement of those items at the end of their useful life provided that the need for replacement was not caused or contributed by the act, omission, negligence or default of the Tenant. If any range-hood, exhaust, grease arrestor or triple interceptor comprises the Tenant's Property, then the Tenant is in all respects responsible for all costs associated with those devices.

6.4.3 If the Premises are not connected to a range-hood, exhaust, grease arrestor or triple interceptor or similar device and the Tenant's use of the Premises means that the Premises are required to be connected to such a device, then the Tenant must promptly install such a device in compliance with clause 7, at its expense and thereafter comply with clause 6 and this clause 9.

6.4.4 Where a range-hood, exhaust, grease arrestor or triple interceptor does not exclusively service the Premises, the Tenant must punctually pay, free from all deductions, a proportion of all charges associated with maintenance of the range-hood, exhaust, grease arrestor or triple interceptor as the Landlord in its sole discretion deems reasonable having regard to:

- (a) the ratio of the lettable area of the Premises to the lettable area of the Building; and
- (b) other occupants on the Land; and
- (c) the respective use of the range-hood, exhaust, grease arrestor or triple interceptor by all occupiers of the Land; and
- (d) any other reasonable factor that is relevant to the Landlord.

6.4.5 Without limiting any other provision of this Lease, the Tenant:

- (a) must maintain insurance for the grease arrestor;
- (b) must periodically clean, empty, service, and maintain the grease arrestor;

- (c) must service and repair in accordance with Schedule 2;
 - (d) must reinstate, replace and/or make good when damage is caused by the Tenant; and
 - (e) indemnifies the Landlord,
- in the same manner and to the same extent as provided in this Lease.

6.4.6 If the Tenant does not pay the costs of any of the Services by the respective due date, the Landlord may pay for the Services and the amount paid is repayable by the Tenant as a debt due to the Landlord.

6.5 Repairs

If at any time during this Lease the Landlord, or the Landlord's agents or contractors find any defect decay or want of reparation in the Premises or find any state or condition thereof contrary to any covenant or agreement on the part of the Tenant contained in this Lease, the Landlord, or the Landlord's agent or contractor may give to the Tenant notice in writing to make good repair restore or amend the same within a reasonable time to be therein stated and the Tenant must within such time sufficiently and in good and proper and professional manner make good repair restore or amend the same to the reasonable satisfaction of the Landlord and if the Tenant fails to comply with any such notice the Landlord may (but is not obliged to do so) by or with the Landlord's attorney agent and or contractors enter into and upon the Premises and carry out the requirements of such notice (causing as little disturbance to the Tenant as is practicable). All reasonable costs charges and expenses incurred by the Landlord in so doing will be a debt due from the Tenant to the Landlord payable on demand and recoverable in the same manner in all respects as the rent hereby reserved.

6.6 Cleaning

6.6.1 The Tenant must ensure the Building is routinely and properly cleaned (including without limitation to arrange for all rubbish waste and garbage to be regularly removed from the Premises) except the public toilets and litter bins installed by the Landlord.

6.6.2 If the Landlord provides or requires a service for the routine cleaning of the Building or the Premises then the Tenant must, if reasonably requested by the Landlord, use such service for the Cleaning of the Premises (to the extent the service applies) and must permit the Landlord's cleaning contractors to have access to the Premises at all reasonable times for the purpose of carrying out such cleaning.

6.7 Notice of Defect

The Tenant must promptly give notice to the Landlord (or where appropriate to the appointed agent of the Landlord) of:-

- 6.7.1 any damage and of any accident to or defect or want of repair in the Premises or in the Building or in any Services or other facilities provided by the Landlord in the Premises or the Building to make the Premises or the Building, Common Area and the Land safe from any danger, risk or hazard; or

- 6.7.2 any circumstance or event which the Tenant ought reasonably be aware might cause danger, risk or hazard to any person within the Premises or the Building.

6.8 Land and Grounds

The Tenant must not deposit or cause permit or suffer to be deposited any debris refuse or rubbish of any kind in or on any Common Areas grounds gardens yards lanes ways or rights of way or in or on any public road or footway abutting upon or adjacent to the Premises or the Land.

6.9 Inspection and Landlord Works

The Tenant must permit the Landlord and the Landlord's agents and contractors and all persons authorised by them at all reasonable times of the day and on reasonable notice to enter the Premises to examine the state of repair and condition thereof, carry out and observe the Landlord's maintenance and repair obligations as set out in Schedule 2, and execute repairs or to paint the Premises or any part thereof (which the Landlord may do without prejudice to any covenant or agreement on the part of the Tenant contained in this Lease). The Landlord in executing such repairs must use reasonable endeavours to cause as little disturbance to the Tenant as is practicable.

6.10 Employment of Contractors

If any work has to be done by the Tenant in or about the Premises in order to comply with the Tenant's obligations pursuant to this Lease the Tenant must engage and/or employ only such contractors who are qualified licensed professionals as have a public liability policy for an amount which in the reasonable opinion of the Landlord is adequate. The engagement of contractors will require prior written approval by the Landlord for any significant work.

6.11 Painting

6.11.1 The Tenant must, at its cost, paint all parts of the Premises which have previously been painted, or should reasonably be painted when such painting is reasonably required and as set out in Schedule 2

6.11.2 The Tenant must carry out the painting in a proper and professional manner, in colours reasonably approved by the Landlord.

7. ALTERATIONS AND ADDITIONS

7.1 Alterations by Tenant

7.1.1 The Tenant must not install or use in the Premises internal partitions other than of a standard and specification previously approved in writing by the Landlord.

7.1.2 The Tenant must not install or place in the Premises any heavy item fixture or fitting which may (in the reasonable opinion of the Landlord) cause unreasonable noise or vibrations, overload the switchboard or cause structural or other damage to any part of the Building.

7.1.3 The Tenant must not make alterations or addition to the Premises nor install or alter any partitioning or temporary or permanent structures or fittings in the Premises without the Landlord's prior written approval, and :

- (a) in seeking the Landlord's approval to a proposed alteration, addition or installation the Tenant must submit plans and specifications of the proposed work;
- (b) if the Landlord agrees to grant its approval, then such approval may be granted subject to any conditions the Landlord considers appropriate, including:
 - (i) any such work be supervised by a person nominated by the Landlord;
 - (ii) any such work be executed by contractors or tradesmen in a proper and professional manner under the supervision of appropriately qualified persons approved by the Landlord with public liability insurance for an amount that in the reasonable opinion of the Landlord is adequate;
 - (iii) the Tenant obtains all necessary approvals or permits necessary to enable such proposed work to be lawfully effected and on request by the Landlord produces for inspection to the Landlord copies of all such approvals and permits;
 - (iv) upon completion of the works, the Tenant must produce to the Landlord any certificates of compliance issued by any such statutory or regulatory authority;
 - (v) the Tenant reimburses the Landlord any reasonable cost or expense that it incurs as a result of the installation, operation or removal of any such equipment fixture fitting or machinery if demanded.

7.2 Alterations by Landlord

7.2.1 The Tenant will permit the Landlord and any person authorised by the Landlord:

- (a) to carry out inspections of or modifications or additions to or other works on the Land (including the Premises where the Landlord has given reasonable prior notice to the Tenant); and
- (b) where the Landlord has given reasonable prior notice to the Tenant to enter the Premises for the purpose of carrying out such works

causing as little disturbance as is practical to the Tenant in undertaking such works provided that the Landlord may not commence to carry out any alteration or refurbishment to the Land (other than routine maintenance or repairs) that is likely to adversely affect the Tenant's use of the Premises unless:

- (c) the Landlord has given the Tenant at least one (1) month's notice of the proposed alteration or refurbishment; or
- (d) the alteration or refurbishment is required by an emergency and the Landlord has given the Tenant the maximum period of notice that is reasonably practicable in the circumstances;

- 7.2.2 Subject to the preceding subclause in an emergency the Landlord may without notice enter the Premises and carry out any works deemed necessary by the Landlord;
- 7.2.3 Except as permitted by the Act, the Tenant will not make any claim or commence any action against the Landlord for breach of this clause or otherwise in respect of such entry on to the Premises or the execution of any of the works contemplated by this clause.

8. ASSIGNMENT AND OTHER DEALINGS

8.1 Assignment, Subletting and Disposal of Tenant's Interests

- 8.1.1 The Tenant must not transfer or assign the Premises or any part thereof or assign, transfer or otherwise dispose of this Lease without the Landlord's prior written consent. The Landlord's consent may be withheld in the Landlord's absolute discretion except where the Act applies.
- 8.1.2 The Tenant must:-
- (a) request the Landlord's consent to an assignment, transfer or other disposition of the Premises or this Lease in writing.
 - (b) promptly provide the Landlord with information the Landlord reasonably requires about the financial standing and business experience of the proposed assignee.
 - (c) if the Act applies to this Lease, before requesting the Landlord's consent to a proposed assignment of the Premises or this Lease, furnish the proposed assignee with:-
 - (i) a copy of any disclosure statement given to the Tenant in respect of this Lease, and
 - (ii) details of any changes that have occurred in respect of the information contained in that disclosure statement since it was given to the Tenant (being changes of which the Tenant is aware or could reasonably be expected to be aware); and
 - (iii) any other procedural requirements set out in the Act.
- 8.1.3 To enable the Tenant to comply with the preceding subclause and if the Act applies to this Lease, the Tenant may, in writing, request the Landlord to provide the Tenant with a copy of the disclosure statement concerned and if the Landlord does not comply with such a request within 14 days after it is made, the preceding subclause will not apply to the Tenant in respect of the assignment transfer or other disposition in relation to which the disclosure statement applies.
- 8.1.4 Where the Act applies, the Landlord may withhold the Landlord's consent to the assignment of the Premises or this Lease in any of the following circumstances:-
- (a) if the proposed assignee proposes to change the use to which the Premises are put;

- (b) if the proposed assignee is unlikely (in the Landlord's reasonable opinion) to be able to meet the financial obligations of the Tenant under this Lease;
- (c) if the proposed assignee's business skills are inferior (in the Landlord's reasonable opinion) to those of the Tenant, or
- (d) if the Tenant has not complied with procedural requirements for obtaining the Landlord's consent.

8.1.5 Nothing in the preceding subclause will prohibit the Landlord from granting the Landlord's consent to an assignment, transfer or other disposition of this Lease subject to the Tenant complying with such reasonable conditions as the Landlord considers appropriate.

8.1.6 Nothing in the preceding provisions of this clause prevents the Landlord from requiring payment of a reasonable sum for legal or other expenses incurred in connection with such a consent (whether consent is granted or not).

8.1.7 The Landlord may as a condition of granting its consent require that the proposed transferee or assignee provide to the Landlord such guarantee or guarantees of the transferee's or assignee's performance of the Tenant's obligations under this Lease which the Landlord requires.

8.1.8 The Tenant must not:

- (a) grant a sub-lease, licence of concession for the whole or any part of the Premises;
- (b) part with or share possession of the whole or any part of the Premises;
- (c) mortgage or otherwise change or encumber the Tenant's interest in this Lease, without the Landlord's prior written consent, which consent the Landlord is not obliged to give notwithstanding anything to the contrary in this Lease.
- (d) If the Tenant is a company (except a company whose shares are listed on a stock exchange in Australia) a transfer of shares (except as a result of inheritance) totalling more than one half of the issued share capital of the Tenant; or of the controlling interest of the Tenant will be deemed to be an assignment of this Lease requiring the prior written consent of the Landlord.

8.2 Hiring out of Premises

The Tenant may hire the Premises to other persons or bodies on a casual or seasonal basis during such times notified by Landlord from time to time strictly in accordance with the following terms and conditions:

8.2.1 If the party wishing to hire the Premises intends to use any floodlights servicing the outdoor areas of the Premises, then unless the proposed use of the floodlights is restricted to times during which the Landlord has already given permission of floodlighting to be used, the Tenant must first obtain the Landlord's written consent.

- 8.2.2 The Tenant must notify the Landlord of the fees set by the Tenant for hiring out the Premises, including the function room rates and any changes to the hire fees within 14 days of the determination of or change in the hire fees.
- 8.2.3 If the Landlord considers at its discretion that the hire fees set by the Tenant are too high or too low (in comparison) with hire fees for similar facilities in those areas of the City of Holdfast Bay Council area then it may direct the Tenant to change the hire fees to a level set by the Landlord.
- 8.2.4 The Tenant must ensure that any hire agreement it enters into does not breach any provision of this Lease and is in such form notified and approved by Landlord.
- 8.2.5 On a quarterly basis and upon written request, the Tenant must provide the Landlord with a full report in relation to the hiring out of the Premises, such details to include the dates, times, name of the hiring party, event purpose, fees charged and any other details reasonably requested by the Landlord.
- 8.2.6 The Tenant must not unreasonably refuse to hire out or otherwise licence the Premises to any person, body or organisation upon receipt of a request to do so from the Landlord and/or any member of the public at any time other than when the Premises are:
- (a) actively in use by the Tenant; or
 - (b) on hire or licensed to another person, body or organisation pursuant to this clause.
- 8.2.7 When the Premises or the Building is being used for any function or is otherwise being used in relation to any hiring out, the Tenant must ensure that:
- (a) any noise is kept to a level that does not cause unreasonable annoyance or nuisance to any persons who occupy nearby space or premises; and
 - (b) the use and enjoyment of the Land by any other party or licensee then in possession of or otherwise using the Land is not unduly interfered with or otherwise impeded.

9. USE OF PREMISES

9.1 Permitted Use

- 9.1.1 The Tenant must use the Premises only for the purpose specified in Item 4 of Schedule 1 or other purposes incidental thereto or for such other purposes which the Landlord may give prior written permission for.
- 9.1.2 The Tenant must not use the Premises or any part thereof nor cause permit or allow anyone to sleep on the Premises, nor carry on or cause permit or allow to be carried on upon the Premises or any part thereof for any noxious noisome or offensive nature and must not use the Premises or any part thereof or cause permit or allow the same to be used for any unlawful purpose without the Landlord's prior written consent.

9.2 No Warranty by Landlord

The Tenant warrants to the Landlord that the Tenant has relied on the Tenant's own judgement and expertise and the Tenant's experts in deciding that the Premises are suitable for the Tenant's purposes and that the Landlord has given no promise, representation or warranty to the Tenant as to the use to which the Premises may be put and that the Tenant has satisfied itself thereof and the Tenant will be deemed to have accepted this Lease with full knowledge of, and subject to, any prohibition or restrictions on the use thereof under or in pursuance of any Act, Ordinance, Regulation, By-law or other statutory enactment or order of Court. Should the Permitted Use require the consent of any authority under or in pursuance of any such Act, Ordinance, Regulation, By-law or other enactment or order of Court the Tenant must obtain such consent at the Tenant's own cost and expense. To the fullest extent permitted by law all warranties as to suitability and as to adequacy implied by law are hereby expressly negated.

9.3 Licenced Premises

9.3.1 The Tenant must not:

- (a) serve, sell or provide to persons; or
- (b) consume or allow persons to consume;
- (c) alcoholic beverages on the Premises without the Landlord's consent.

9.3.2 Unless the Tenant first obtains the written consent of the Landlord, the Tenant must not apply for:

- (a) a liquor licence under the *Liquor Licensing Act 1997*; or
- (b) a gaming machine licence under the *Gaming Machines Act 1992*.

9.3.3 If the Tenant obtains a licence (or licences) as permitted by this clause, the Tenant must not do (or fail to do) or allow any of its employees, agents, contractors, licensees or invitees to do (or fail to do):

- (a) anything that is in breach of the *Liquor Licensing Act 1997* and/or the *Gaming Machines Act 1992* (as the case may be) or of the conditions of the relevant licence; or
- (b) anything that may result in the relevant licence being revoked or suspended.

9.4 Signs, notices and advertisements

9.4.1 The Tenant must not allow any advertisement notice poster hoarding or sign to be affixed to or placed near any window in the Building so as to be visible from the outside of the Building except where the Landlord's consent is obtained and where all relevant laws and statutory requirements are satisfied. Any signage approved by the Landlord at the request of the Tenant must comply with the requirements of this clause.

9.4.2 Any external signage approved by the Landlord for affixing to the exterior of the Building must comply with the Landlord's signage guidelines and obtain all planning approvals prior to installation. However, sponsorship signage funded by the Tenant will only be considered for approval in respect of the

northern and southern ends of the Building and the eastern wall, to a maximum of three (3) signs (one on each wall positioned parallel to the roofline) each having dimensions that do not exceed 3.0m x 1.5m unless the Landlord otherwise approves in writing.

- 9.4.3 All costs associated with the installation of signage to the Building exterior, its maintenance, removal and make good are the full responsibility of the Tenant.
- 9.4.4 Subject to the preceding subclause and obtaining the Landlord's prior written approval and any required statutory approvals, the Tenant may display appropriate advertising signage within the boundaries of the Land, provided such signs do not exceed dimensions of and width of 6 metres and height of 1 metre and are inward facing toward Rugby Field (as defined by special condition 4) unless otherwise approved by the Landlord in writing.

9.5 **Compliance with Acts, By Laws and Regulations**

The Tenant must at the Tenant's cost and expense:

- 9.5.1 comply with every notice order or requirement relating to the Premises and requiring any condition defect or want of reparation to be remedied which may be given or made to the Landlord or to the Tenant in pursuance of the *South Australian Public Health Act (2011)* and or the *Local Government Act (1999)* or Acts for the time being in force in the State of South Australia and or any other Act or Acts of Parliament or any by-laws rules or regulations made under or in pursuance of any such Act or Acts or purporting so to be and will comply therewith within the time limited therein for complying therewith. If the Tenant fails to comply with any statutory or regulatory obligations the Landlord may comply therewith (but it not be obligatory for the Landlord to do so) and all costs charges and expenses incurred by the Landlord in so doing will be a debt due and recoverable from the Tenant in the same manner in all respects as the rent is recoverable;
- 9.5.2 take such precautions against fire on and in respect of the Premises as are or may from time to time be required under or in pursuance of any Statute now or hereafter in force or which may be required by any authority (whether Governmental municipal civic or other) having jurisdiction in relation thereto and also at the Tenant's own expense in all things, do all such other acts matters and things in relation to fire safety as are or may from time to time be directed or required to be done or executed (whether by the owner or occupier of the Premises) by any authority (whether Governmental municipal civic or other) having jurisdiction in relation thereto pursuant to any law now or hereafter in force.

9.6 **Use of Premises and Provision of Emergency Number**

The Tenant must:

- 9.6.1 advise the Landlord (or where applicable the Landlord's Managing Agent) of the private address and telephone number of the Tenant's nominated emergency after hours contact and must keep the Landlord or the Landlord's Managing Agent informed of any change of such address or telephone number;

- 9.6.2 secure the Premises against unauthorised entry at all times when the Premises are left unoccupied and the Landlord reserves the right to enter upon the Premises and secure the Premises if left unsecured;
- 9.6.3 not do anything whereby the Services such as the working or efficiency of the air conditioning plant servicing the Building or the Premises may be affected;
- 9.6.4 upon the cessation of the Tenant's right to occupy the Premises, deliver to the Landlord or the Landlord's Agent all keys and or access cards to the Premises; and
- 9.6.5 observe the Rules and Regulations.

9.7 **Restrictions on Use**

The Tenant must not:

- 9.7.1 use or permit to be used for other than their designed purposes any of the fixtures or fittings in the Premises or the Building;
- 9.7.2 store or use inflammable or dangerous substances upon the Premises (except as may be necessary for the ordinary conduct of the Permitted Use of the Premises by the Tenant in which case the Tenant undertakes to notify the Landlord in writing of the maximum quantity of any such inflammable or dangerous substance that the Tenant intends to store on the Premises);
- 9.7.3 cause permit or allow on the Premises or in the Building anything which in the reasonable opinion of the Landlord may become a nuisance or disturbance obstruction or cause of damage whether to the Landlord or to other tenants or users of the Building nor use the Premises in any noisy noxious or offensive manner;
- 9.7.4 do any act or thing, or permit any activities which may discredit the Landlord;
- 9.7.5 obstruct or interfere with any of the entrances of the Building or Common Areas;
- 9.7.6 use or permit to be used any radio record player tape or video recorder television loudspeaker screen or other like equipment likely to be heard or seen from outside the Premises with exclusion of videoing for live streaming and training purposes, the PA system, scoreboard and siren as either installed by the Landlord, or otherwise approved by the Landlord in writing.

9.8 **Heavy Machinery**

- 9.8.1 The Tenant must not bring upon the Premises any heavy machinery or other plant or equipment not reasonably necessary or proper for the conduct of the Tenant's permitted use of the Premises. In no circumstances must the Tenant bring upon the Premises any heavy machinery or other plant or equipment:-
 - (a) of such nature or size or weight as to cause or (in the reasonable opinion of the Landlord) be likely to cause any structural or other damage to the floors or walls or any other parts of the Premises, the Building or the Land, or

- (b) of such construction or manufacture as to cause to emanate therefrom any noise or vibration or noxious odour fume or gas that could pervade the Premises or escape therefrom to the discernible notice of any person outside the Premises.

9.8.2 Prior to bringing upon the Premises any heavy machinery or other plant or equipment permitted to be brought upon the Premises the Tenant must inform the Landlord of the Tenant's intention so to do and the Landlord or the Landlord's architects or engineers may direct the routing installation and location of all such machinery plant and equipment . The Tenant must observe and comply with all such directions.

9.9 Locking mechanisms

- 9.9.1 The Tenant must not tamper with or change any lock of the Premises unless making minor adjustments to keep doors operational. The Landlord will at no cost to the Tenant, provide ten manual keys and a total not exceeding forty fobs and/or bluetooth credentials at the Commencement Date. Any request for additional and replacement keys, fobs and access cards will be assessed by the Landlord (consent not to be unreasonably withheld) and any the Tenant will be responsible for the costs incurred of procuring those additional keys, fobs and/or access cards. The Landlord will manage the electronic locking system, and the responsibility for maintenance is set out in Schedule 2. The Tenant is permitted to programme the keys, fobs and access cards through a digital system designated and owned by the Landlord, for the purpose of organised activities within the Permitted Use. In the event the Landlord or its agents are required to attend the Premises to provide access, the Tenant will pay a reasonable fee fixed by the Landlord or the Landlord's agent, within 28 days of demand for payment.
- 9.9.2 The Tenant must prepare and maintain an accurate register of all allocated access cards, keys and fobs, and must provide a copy of that register to the Landlord within 14 days of each request.

9.10 Use of Conduits

The Tenant must allow the Landlord and other occupiers of the Land the free and uninterrupted passage of gas water and electricity through and along the services including electrical services situated under in or on the Premises.

9.11 Blinds and Awnings

The Tenant must not erect or affix any blinds or awnings to the outside of the Premises or any blinds to the interior of the windows display windows or doors thereof or affix any fittings to the floors walls or ceilings of the Premises without the prior consent in writing of the Landlord which consent may be granted or refused or granted subject to conditions in the discretion of the Landlord.

9.12 Airconditioning

- 9.12.1 Where any plant machinery or equipment for heating cooling or circulating air is provided or installed by the Landlord in the Premises or in the Building for the benefit of tenants of the Building ("**airconditioning plant**"):

- (a) the Tenant must comply with and observe the reasonable requirements of the Landlord in respect of the airconditioning plant;
- (b) to the maximum extent permitted by law, the Landlord will be under no liability to the Tenant in respect of the Landlord's inability or failure to operate service maintain or repair the airconditioning plant at any time for any reason and the Tenant acknowledges that the Landlord does not warrant that the airconditioning plant (if any) is suitable or adequate for the business to be conducted in the Premises by the Tenant;
- (c) the Tenant must permit the Landlord and all persons authorised by the Landlord at all reasonable times on giving to the Tenant reasonable prior notice (except in the case of emergency where no notice is required) to enter the Premises to view the state of repair of the airconditioning plant.

9.12.2 Where any airconditioning plant is installed in the Premises or the Building for the exclusive use of the Tenant, the Tenant must keep such airconditioning plant in good repair, condition and working order and must pay all costs of operating and maintaining the same.

9.13 Electricity Supply

If the Landlord and the Tenant have entered into an agreement as to the supply by the Landlord to the Tenant of electricity for the Premises then the terms and conditions of such agreement will apply to the parties and any breach by the Tenant of that agreement will be deemed to be a breach by the Tenant of this Lease. In the absence of any such agreement between the Landlord and the Tenant, the following provisions apply:

- 9.13.1 If at the Commencement Date of this Lease the Landlord supplies electricity to the Premises and requires the Tenant to purchase such electricity from the Landlord, the Tenant must pay to the Landlord for all such electricity at such rate as the parties may agree from time to time and in the absence of such agreement at the maximum rate applicable under the *Electricity (General) Regulations 2012*.
- 9.13.2 Notwithstanding the preceding subclause, there is no obligation on the Landlord to supply or continue to supply electricity to the Premises and upon giving at least 60 days prior written notice to the other either:-
 - (a) the Landlord may elect to cease selling electricity to the Tenant, or
 - (b) the Tenant may elect to cease purchasing electricity from the Landlord.
- 9.13.3 If either the Landlord elects to cease selling electricity to the Tenant or the Tenant elects to cease purchasing electricity from the Landlord in accordance with the preceding subclause, the Tenant must on or before the time at which such sale and purchase is to cease pursuant to the notice given in accordance with the preceding subclause,
 - (a) enter into a contract to purchase electricity for the Premises from a licensed electricity retailer of the Tenant's choice,

- (b) ensure that any such contract contains a provision that such electricity retailer must provide details to the Landlord concerning the Tenant's consumption of electricity in or in relation to the Premises,
- (c) install at no cost to the Landlord such new or additional equipment and meters as may reasonably be necessary to supply and record the supply of electricity to the Premises.

- 9.13.4 If the Tenant is supplied electricity via an Inset Network (as defined in the *Electricity (General) Regulations 2012*) on the Land, the Tenant must pay to the Landlord the Tenant's share of Inset Network charges such share to be as is reasonably determined by the Landlord from time to time taking into account the quantum of electricity provided to the Premises and the quantum of electricity provided to other premises situate on the Land.
- 9.13.5 Where any solar panels plant is installed on the Building for the exclusive use of the Tenant, the Tenant must keep such solar panels plant in good repair, condition and working order, must pay all costs of operating and maintaining the same and must replace the plant at the end of life.
- 9.13.6 Save to the extent caused or contributed to by the Landlord's negligence, the Landlord shall not be liable to the Tenant for any failure of electricity supply to the Premises.

10. TENANT GOVERNANCE

The Tenant will provide to the Landlord:

- 10.1 upon request, a copy of its constitution;
- 10.2 upon request, a copy of any rules or by-laws of the Tenant in existence at the Commencement Date;
- 10.3 within 28 days of any amendments being made to the Tenant's constitution, rules or by-laws, a copy of those amendments;
- 10.4 by 30 November in each year a copy of the annual report of the Tenant including the balance sheets and auditor's report;
- 10.5 by 30 November in each year a copy of the Tenant's most recent adopted budget within 28 days of adoption if requested by the Landlord;
- 10.6 upon request from the Landlord a schedule of all subleases or other tenancies relating to the Premises; and
- 10.7 upon request from the Landlord or any employee, agent or contractor to examine all financial records and/or the minutes or any meeting of the Tenant or any committee of the Tenant.
- 10.8 any other documents that regulate the Tenant's governance and operations.
- 10.9 by 30 September in each year, a copy of the statements evidencing deposits of the required amounts (as per Item 10 of Schedule 1, special conditions 5.1 and 5.2) in the Tenant's maintenance fund.
- 10.10 upon request, any information in relation to the Tenant's use and occupation of the Premises and finances, .

11. INSURANCE

11.1 Tenant's Insurance

11.1.1 The Tenant must during the entire term hereof and any extensions hereto keep in full force and effect:-

- (a) a policy of public risk insurance with respect to the Premises and the business or businesses carried on in the Premises in which the limits of public risk must not be less than the amount referred to in Item 8 of Schedule 1. Such policy must include an extension to cover the Tenant's legal liability in respect of death or injury to any person and damage to property of any such person or to the Premises and must include an extension to cover the Tenant's liability in respect of the Landlord's property. The policy must name note the interest of the Landlord.
- (b) a policy of insurance covering the plate glass of the Premises and the Tenant's Property contained in or about the Premises to the full replacement value thereof against all usual risks including loss or damage by fire fire fighting activities fusion explosion lighting civil commotion storm tempest earthquake and malicious damage or accidental damage, and any other insurances required by law or which the Landlord reasonably requires for the amount the Landlord reasonably requires.

11.1.2 The Tenant must use the Tenant's best endeavours to ensure that each such policy contains a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty days prior written notice. The policy or a copy thereof or a certificate of insurance must be produced by the Tenant to the Landlord upon request in writing being made by the Landlord for the production thereof.

11.2 Insurance not to be affected

11.2.1 The Tenant must not do or store nor cause permit or suffer to be done or to be stored in or upon or in connection with the Premises anything whereby any policy or policies of insurance now effected or which may hereafter be effected on the Premises or any part thereof or on any adjoining premises belonging to the Landlord may be invalidated or become void or voidable or whereby any increased rate of premium may become payable under any such policy or policies of insurance.

11.2.2 Without prejudice to the preceding sub-clause, the Tenant must from time to time on demand by the Landlord pay to the Landlord all extra or excess premiums (if any) for all and any insurance effected by the Landlord (and if the Premises are or become part of land to which either the *Strata Titles Act* or the *Community Titles Act* applies, the body corporate) in relation to the Land and the buildings thereon and or the Premises required on account of extra risk caused directly or indirectly by the use to which the Premises are put by the Tenant and or required by reason of any breach by the Tenant of any covenants in this Lease.

12. INDEMNITY, RELEASE AND RISK

12.1 Indemnity

The Tenant indemnifies the Landlord against all claims, actions, damages, losses, costs and expenses of any nature which the Landlord may suffer or incur or for which the Landlord may become liable in connection with:

- 12.1.1 the Tenant's use or occupation of the Premises;
- 12.1.2 the overflow or leakage of water or any other substance into or from the Premises or arising out of any faulty fixture or fitting of the Tenant;
- 12.1.3 any accident or damage to property or injury or death suffered by any person arising from any occurrence in or near the Premises to any person or property using or near the Premises arising wholly or in part by reason of any act or omission by the Tenant and persons under the control of the Tenant;
- 12.1.4 any act or omission of the Tenant;
- 12.1.5 any fire from the Premises;
- 12.1.6 any breach of this Lease by the Tenant;

save to the extent that any such claim, action, damages, losses, costs and expenses are caused or contributed to by the negligent or wilful act or omission of the Landlord or its agents, employees or contractors.

12.2 Release

The Tenant releases the Landlord from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises, the Building and the Land except to the extent that it is caused or contributed by the Landlord's negligence.

12.3 Tenant to Occupy Premises at own Risk

The Tenant occupies and uses the Premises and the Land at the Tenant's sole risk.

13. TENANT'S YIELDING UP OBLIGATIONS

13.1 The Tenant must prior to vacating the Premises at the expiration or sooner determination of this Lease (or in the case of the determination of the Term of this Lease within a reasonable time after such determination):

- 13.1.1 complete any repairs and maintenance which the Tenant is obliged to carry out under this Lease;
- 13.1.2 remove all of the Tenant's Property in or on the Premises or the Land and immediately make good any damage caused by such removal excluding external signage;
- 13.1.3 wash down the Premises and treat as previously treated all internal surfaces of the Premises by painting staining polishing or otherwise to a specification reasonably approved by the Landlord and to the reasonable satisfaction of the Landlord;

- 13.1.4 replace all damaged and non-operative light bulbs and fluorescent tubes in the Premises with new light bulbs and fluorescent tubes; and
 - 13.1.5 thoroughly clean the Premises throughout, remove all refuse therefrom leaving the Premises in a clean, tidy, secure and safe condition;
 - 13.1.6 comply with all reasonable requirements and directions of the Landlord in respect of all removal and reinstatement works;
 - 13.1.7 hand over to the Landlord all keys and other security devices for the Premises which the Tenant has in its possession or control.
- 13.2 If the Tenant does not complete such removal and making good on the expiration of the Term of this Lease (or in the case of the determination of the Term of this Lease within a reasonable time after such determination) then (without prejudice to any other rights of the Landlord) the Landlord may undertake such obligations and the Tenant must repay on demand all reasonable costs and expenses incurred by the Landlord in so doing.
- 13.3 In addition to the preceding subclause, the Landlord may elect not to effect such removal of the Tenant's Property (including all partitions, alterations and additions) in which case the Landlord may by notice in writing given to the Tenant notify the Tenant that unless the Tenant has effected such removal within fourteen (14) days of the date on which such notice is given such partitions alterations or additions not removed by the Tenant will be forfeited to the Landlord and where the Tenant fails to comply with such notice such partitions alterations and additions will at the expiration of such fourteen (14) day period become the absolute property of the Landlord.
- 13.4 Until such time as the Tenant has complied with its obligations under clause 13.1 or the date upon which the same have been forfeited to the Landlord pursuant to the preceding subclause (whichever is the earlier) ("**the compliance date**"), the Tenant must pay by way of damages to the Landlord an amount which represents the rent payable immediately prior to the expiration or termination of this Lease calculated on a daily basis multiplied by the number of days between the compliance date and the date of expiration or termination of this Lease.

14. **LANDLORD'S OBLIGATIONS AND RIGHTS**

14.1 **Quiet Possession**

Provided that the Tenant pays the rent and all other outgoings and performs and observes the terms conditions and covenants on the Tenant's part to be performed or observed herein contained or implied may during the term or any extension thereof subject to the provisions of this Lease, the Tenant may quietly enjoy the Premises without unlawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

14.2 **Reservation of Services**

The Landlord reserves the right for itself and for all others authorised by the Landlord the passage to install any air conditioning equipment, fire sprinkler systems, pipes, ducts, cables, wiring, communications, water sewerage and drainage connections and any other services through or along or in or into the Premises and also access to and through the Premises at any time for the purpose of installing, maintaining or repairing any such equipment, systems, pipes, ducts, cables, wirings, connections

and Services and in such circumstances the Landlord will take reasonable steps not to unreasonably disturb the Tenant's use of the Premises .

14.3 **Costs of Proceedings**

If the Landlord may without fault on the Landlord's part be made a party to any litigation commenced by or against the Tenant by a third party, the Tenant must pay to the Landlord on demand by the Landlord all reasonable legal fees and disbursements (as between solicitor and client) incurred by the Landlord in connection therewith.

14.4 **Right to Enter**

14.4.1 At any time during the Term of this Lease the Landlord may (except in an emergency when no notice is required) enter the Premises after giving the Tenant reasonable notice:

- (a) to view the state of repair and condition of the Premises;
- (b) carry out any works on the Land or in or to the Building (including alterations, maintenance and redevelopment), but in these circumstances the Landlord will take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
- (c) restrict access to the Land including parking areas but in these circumstances the Landlord will take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
- (d) redirect pedestrian or vehicular traffic into, out of or through the Land;
- (e) close the Building in an emergency;
- (f) use, maintain, repair, alter and add to Building Services to or in the Premises, but the Landlord must take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
- (g) exclude or remove any person from the Land and in such case the Landlord will provide the Tenant with a reason;
- (h) to do anything the Landlord must or may do under this Lease or pursuant to any legal obligation;
- (i) to carry out and observe the Landlord's maintenance and repair obligations as set out in Schedule 2; and

and the Tenant will not be permitted to make any claim or abate any payment if the Landlord exercises any of its rights under this clause.

14.4.2 If the Landlord or the Landlord's agents or contractors find any defect decay or want of reparation in the Premises or find any state or condition thereof contrary to any covenant or agreement on the part of the Tenant contained in this Lease, the Landlord, or the Landlord's agent or contractor may give to the Tenant notice in writing to make good repair restore or amend the same within a reasonable time to be therein stated and the Tenant must within such time sufficiently and in good and proper and professional manner make good repair restore or amend the same to the reasonable satisfaction of the Landlord and if the Tenant fails to comply with any such notice the Landlord

may (but is not obliged to do so) by or with the Landlord's attorney agent and or contractors enter into and upon the Premises and carry out the requirements of such notice (causing as little disturbance to the Tenant as is practicable). All reasonable costs charges and expenses incurred by the Landlord in so doing will be a debt due from the Tenant to the Landlord payable on demand and recoverable in the same manner in all respects as the rent hereby reserved.

14.5 Interest on Overdue Amounts

If the Tenant does not pay an amount when it is due, and does not rectify such non-compliance within 14 days of written demand (or such other timeframe agreed in writing by the Landlord) then it must pay interest on that amount on demand from when the amount became due until it is paid in full. Interest is calculated on outstanding daily balances of that amount at the Default Rate.

15. DAMAGE TO BUILDING OR PREMISES

15.1 Subject to clause 15.2, if the Building of which the Premises forms part is damaged:-

- 15.1.1 the Tenant is not liable to pay rent or Outgoings or other charges that are attributable to the period during which the Premises cannot be used or are inaccessible due to that damage;
- 15.1.2 if the Premises are still useable but their useability is diminished due to the damage, a fair and just proportion of the rent, Outgoings and other charges payable by the Tenant pursuant to this Lease having regard to the nature of the damage shall abate from the date of the damage until the date that the Premises have become useable. If any dispute as to the amount of rent, Outgoings and charges to be abated arises, the same will be determined by a licensed valuer appointed by the President of the South Australian Division of the Australian Property Institute (or should that body have ceased to exist, the President or other principal officer for the time being of such body or association as then serves substantially the same objects) at the request of the Landlord;
- 15.1.3 if the Landlord notifies the Tenant in writing that the Landlord considers that the damage is such as to make its repair impractical or undesirable, the Landlord or the Tenant may terminate this Lease by giving not less than seven days' notice in writing and neither party shall have any claim for or right to recover any compensation by reason of such termination save in respect of any antecedent breach or default or any claim regarding the cause of such damage;
- 15.1.4 if the Landlord fails to repair the damage within a reasonable time after the Tenant requests the Landlord in writing so to do, then the Tenant may terminate this Lease by giving not less than seven days' notice in writing of termination to the Landlord.

15.2 Damage caused by Tenant

If the damage to the Building was caused or contributed to by the wrongful act or negligence of the Tenant no proportion of the rent, Outgoings and charges shall be abated and the Tenant will not be entitled to terminate this Lease.

15.3 Set off

The Landlord may, by notice to the Tenant, set off any amount due by the Tenant to the Landlord under this Lease or otherwise against any amount due by the Landlord to the Tenant under this Lease.

16. REDEVELOPMENT AND DEMOLITION

16.1 The Tenant acknowledges that:-

- 16.1.1 the Landlord may during the term of this Lease decide to refurbish, repair, redevelop or extend the Premises and/or the Building and land of which the Premises form part;
- 16.1.2 the Landlord will suffer harm expense and loss if the Landlord elects to do so and is unable to obtain vacant possession of the Premises;
- 16.1.3 the Landlord has only agreed to the Tenant's offer to lease the Premises on the condition the Landlord can obtain vacant possession of the Premises for the purpose of so refurbishing, repairing, redeveloping or extending as and when required by the Landlord; and
- 16.1.4 this Lease is expressly subject to a condition precedent that the term of this Lease be subject to the Landlord's right to refurbish, redevelop or extend.

16.2 If during the Term or any extension of the Term of this Lease the Landlord elects to refurbish, repair, redevelop or extend the Premises, the Building or the Land of which the Premises form part or any part thereof and the Landlord provides to the Tenant details of the proposed repair, redevelopment or extension sufficient to indicate a genuine proposal to refurbish, repair, redevelop or extend within a reasonably practicable time after the date upon which the Landlord requires vacant possession of the Premises, then the Landlord may on or after the commencement of this Lease:

- 16.2.1 give to the Tenant not less than six (6) months written notice requiring the Tenant to relocate its business to other premises in the Building or on the Land (the "**new premises**") specifying the date on which the Landlord requires vacant possession of the Premises and requires the Tenant to relocate to the new premises (the "**relocation date**") whereupon:-
 - (a) this Lease will terminate on the relocation date; and
 - (b) not less than seven (7) days prior to the relocation date the Tenant must upon receipt of the same from the Landlord execute and deliver to the Landlord:-
 - (i) a surrender of this Lease in registrable form by mutual consent and for no monetary or other consideration effective from the relocation date; and
 - (ii) a lease of the new premises from the relocation date which lease will be upon the terms and conditions hereinafter appearing; and
 - (iii) the Tenant's registered duplicate copy of this Lease; and
 - (c) the Tenant must vacate the Premises and relocate to the new premises on the relocation date.

16.2.2 the relocation to the new premises will be upon the following terms and conditions:

- (a) the new premises must (in the reasonable opinion of the Landlord) be of comparable quality and utility to the Premises and Rugby Field (as defined in special condition 4);
- (b) the Landlord will, at its cost, move the Tenant's stock from the Premises to the new premises;
- (c) the lease of the new premises shall be on the same terms and conditions as this Lease (changed as necessary),

and the Tenant may, not later than one month (time being of the essence) of receiving the written notice of relocation from the Landlord, notify the Landlord in writing that the Tenant does not intend to enter into a lease for the new premises, in which case the Tenant shall vacate the Premises on the relocation date without any right to compensation or damages from the Landlord by reason of termination of this Lease.

16.2.3 give to the Tenant not less than six (6) months written notice requiring the Tenant to vacate the premises specifying the date on which the Landlord requires vacant possession of the Premises (the "**termination date**") whereupon:-

- (a) this Lease will terminate on the termination date; and
- (b) not less than seven (7) days prior to the termination date the Tenant must upon receipt of the same from the Landlord execute and deliver to the Landlord such documents as the Landlord reasonably requires to effect a surrender of this Lease as at the termination date; and
- (c) the Tenant must vacate the Premises on the termination date.

and the Tenant may at any time after receipt of notice of termination from the Landlord terminate this Lease upon giving not less than seven (7) days prior notice in writing to the Landlord.

16.3 **Damage to Goods or Person**

Except to the extent caused by the negligent or wilful act or omission of the Landlord, its servants or agents, the Landlord its attorney or agent shall not be under any liability to the Tenant for any loss expense or damage sustained by the Tenant or any invitee of the Tenant arising out of personal injury or destruction of or damage to goods chattels furniture or effects howsoever caused including by water gas or electricity bursting overflowing leaking or escaping (as the case may be) from any water gas electrical apparatus installation fitting pipe sewer wiring roof or roof gutter down pipe or storm water drain (as the case may be) on in or connected to or appurtenant to the Premises and/or the Building.

17. **RULES AND REGULATIONS**

17.1 The Landlord may (in consultation with the Tenant) from time to time make such rules and regulations that the Landlord considers necessary for the management, safety, security, care of or cleanliness of the Premises or the Building.

- 17.2 The Landlord reserves the right to amend from time to time the Rules and Regulations.
- 17.3 The Rules and Regulations bind the Tenant when it receives notice of the Rules and Regulations from the Landlord.
- 17.4 If there is any inconsistency between this Lease and the Rules and Regulations, then this Lease prevails.
- 17.5 A failure by the Tenant to comply with the Rules and Regulations is a breach of this Lease.
- 17.6 The Rules and Regulations applicable at the date of this Lease are those appended to this Lease.

18. **EXTENSION OF TERM**

If not more than six months nor less than three months prior to the expiration of the Term the Tenant gives to the Landlord notice in writing of its desire to extend the Term and if the Tenant is not in breach of any of the covenants agreements and conditions on the part of the Tenant to be performed and complied with, the Tenant will be entitled to an extension of the Term for the further period referred to in Item 9 of Schedule 1 at a rent to be fixed in the manner provided by the terms of this Lease but otherwise upon the same terms and conditions as are herein contained with the exception of this right of renewal.

19. **ESSENTIAL TERMS, RE-ENTRY, BREACH, DAMAGES**

19.1 **Essential Terms**

The clauses of this Lease referred to in Item 11 of Schedule 1 are essential terms of this Lease and the Landlord may at its option treat any breach or default by the Tenant in the observance or performance of its obligations under any of such clauses as a repudiation by the Tenant of this Lease.

19.2 **Power of Re-entry**

If:

- 19.2.1 the rent or any part of it is unpaid for sixty (60) days after any of the days on which it should have been paid (although no formal or legal demand may have been made for payment); or
- 19.2.2 the Tenant commits or permits to occur any other breach or default in the due and punctual observance and performance of any of the terms of this Lease and fails to remedy the breach within a period of 14 days of written notice from Landlord (or such shorter time as the Landlord may in any particular case reasonably stipulate); or
- 19.2.3 any property in or on the Premises is seized or taken in execution under any judgment or other proceedings; or
- 19.2.4 the Tenant ceases to be able to pay its debts as they become due; or
- 19.2.5 any step is taken to enter into any arrangement between the Tenant and its creditors; or

- 19.2.6 any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Tenant's assets or business; or
- 19.2.7 the Tenant is deregistered or dissolved or any step is taken by any person towards that;

then the Landlord or the Landlord's attorney or duly authorised agent, solicitor or representative may without notice to the Tenant re-enter into and upon the Premises or any part thereof in the name of the whole and use and enforce all such ways and means and adopt all such measures as may be necessary or expedient for the purpose of effecting such re-entry by force or otherwise as the occasion may require without being liable for any loss expense damage action suit or proceeding or cost and to hold and enjoy the Premises as if these presents had not been made and thereupon the Tenant's leasehold interest in the Premises will cease and determine.

19.3 Damages generally

The Landlord's entitlement to recover losses, damages, costs or expenses will not be affected or limited by:

- 19.3.1 the Tenant abandoning or vacating the Premises;
- 19.3.2 the Landlord re-entering the Premises and/or terminating the Tenant's leasehold interest in the Premises;
- 19.3.3 the Landlord accepting the Tenant's repudiation;
- 19.3.4 conduct of the parties which may or shall constitute a surrender by operation of law.

20. NOTICES

Any notice or other document required to be given or served under this Lease may be given or served:

- 20.1 by personal service or hand delivery, which will be deemed to have been given upon receipt;
- 20.2 by ordinary or registered post or facsimile transmission to the last place of business or residence known of the party, and any notice or other document will when given or served by either of the methods mentioned above be deemed to have been given or served and received by the other party three (3) days after the date of posting or delivery at the document exchange whether actually received or not AND in the case of any notice or document required to be served or given by the Landlord to the Tenant the same may be signed on behalf of the Landlord by its agent, manager, secretary assistant, secretary or solicitor and may be either addressed or delivered to the Tenant at the address of the Premises or such other address of the Tenant as the Tenant may specify in writing from time to time;

20.3 or by email to such email address as the Landlord and/or Tenant may from time to time advise the other in writing for the purposes of this Lease and such notice will be deemed to have been given 24 hours after the email was sent, unless the party sending the email has not received a delivery confirmation receipt or knows or ought reasonably to suspect that the e-mail was not delivered to the addressee's domain specified in the email address.

21. COSTS

21.1 Each party will bear its own costs in respect of the preparation, negotiation, execution and stamping of this Lease.

21.2 Subject to any limits imposed by the Act the Tenant must pay all stamp duty and registration fees in respect of this Lease and any renewal, extension, surrender, assignment or transfer of this Lease and any other incidental documents including any lease plan costs.

22. MISCELLANEOUS

22.1 Holding Over

If the Tenant continues in occupation of the Premises after the expiration of the Term or any extension thereof with the consent of the Landlord the Tenant will thereupon become or be deemed to be a monthly tenant of the Landlord at a rent determined in accordance with the provisions of this Lease, and such tenancy will be subject to such of the conditions and covenants contained in this Lease as are applicable to a monthly tenancy.

22.2 Waiver

No waiver by the Landlord of any breach or non-observance by the Tenant of any covenant herein contained shall constitute a general waiver of the obligations of the Tenant.

22.3 Acceptance of Rent Arrears

In respect of the Tenant's obligations to pay rent the acceptance by the Landlord of arrears of or any late payment of rent will not constitute a waiver of the essentiality of the Tenant's obligations to pay rent on the dates hereinbefore set out for payment of rental or in respect of the Tenant's continuing obligation to pay rent during the Term.

22.4 Kiosks and Marquee

22.4.1 The Landlord may erect kiosks and marquees on the Land for a particular day or days where a sporting game or match will be held. If the Landlord causes any damage to sub-surface services by the erection of marquee(s) or other temporary structures then the costs of repairs will be the full responsibility of the Landlord.

22.4.2 The Tenant may erect kiosks and marquees on the Land for a particular day or days where a sporting game or match will be held, subject to certain conditions and requirements of the Landlord from time to time. Such conditions will include an obligation on the Tenant to ensure that such marquee(s) is either securely tied down and/or weighted in a manner to prevent damage to sub-surface irrigation. The cost of repairs to all damage

(to sub-surface services) caused by the erection of marquee(s) or other temporary structures will be the full responsibility of the Tenant

22.5 **No Caveat**

The Tenant must not lodge or cause or permit to be lodged any absolute caveat over the certificate of title for the Land or the Premises.

22.6 **Landlord and Tenant Act**

A notice under section 10 of the *Landlord and Tenant Act 1936 (SA)* must allow 14 days for the Tenant to remedy a breach of this Lease if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Landlord. No period of notice is required in respect of non-payment of rent.

22.7 **Power of Attorney**

If the Landlord becomes entitled to terminate this Lease and re-enter and take possession of the Premises (a statutory declaration of any duly authorised officer, employee or agent of the Landlord will be conclusive evidence for the purpose of the Registrar-General) then the Tenant irrevocably appoints the Landlord as the attorney of the Tenant to execute any documents and perform any acts the Landlord requires to give full effect to the power of re-entry under the *Real Property Act 1886 (SA)*. The Tenant must execute any documents and perform any acts the Landlord requires to give full effect to the power of re-entry under the *Real Property Act 1886 (SA)*.

22.8 **Special Conditions**

This Lease is subject to the special terms and conditions (if any) specified in Item 10 of Schedule 1 and if there is any inconsistency between any such special terms and conditions and any of the provisions of this Lease and/or the Rules and Regulations then such special terms and conditions will prevail.

SCHEDULE 1

ITEM 1 TENANT (clause 1.18)

Name: Brighton Sports and Social Club Incorporated

ABN: 52 127 105 096

Address: 410-420 Brighton Road, Hove SA 5048

ITEM 2 PREMISES (clause 1.12)

That portion of the land comprised in Certificate of Title Register Book Volume 5750 Folio 187 and known as 410-420 Brighton Road Hove SA 5048 being the area bordered in red on the plan contained in Schedule 3

ITEM 3 THE LAND (clause 1.8)

The whole of the land comprised in Certificate of Title Register Book Volume 5748 Folio 561, Volume 5750 Folios 187, Volume 5748 Folio 558, Volume 5748 Folio 560, Volume 5733 Folio 512, Volume 5750 Folio 183, Volume 5750 Folio 184, Volume 5750 Folio 182, Volume 5750 Folio 186 and Volume 5750 Folio 185

ITEM 4 PERMITTED USE (clause 9.1)

The provision of community recreational cricket and football, hiring of the Premises and the Playing Field on the terms contained in clause 8 and special condition 4 and/or such other use or uses as the Landlord may consent to

ITEM 5 TERM (clause 1.21)

A term of five (5) years commencing on [DATE] (**Commencement Date**) and expiring at 11.59PM on [DATE]

ITEM 6 COMMENCING RENT (clause 3)

\$8,207.00 per annum exclusive of GST, subject to review

ITEM 7 RENT REVIEW (clause 3)

(a) Fixed Review Dates: The rent will be reviewed as follows:

- First anniversary of this Lease: \$9,306.00 per annum plus GST
 - Second anniversary of this Lease: \$10,406.00 per annum plus GST
 - Third anniversary of this Lease: \$11,505.00 per annum plus GST
 - Fourth anniversary of this Lease: \$12,604.00 per annum plus GST
- (b) CPI Review Dates: from [DATE] each year during the Term if the Term is renewed or extended

ITEM 8 PUBLIC RISK INSURANCE (clause 11)

TWENTY MILLION DOLLARS per claim and unlimited in the annual aggregate or such higher amount as the Landlord may from time to time reasonably require.

ITEM 9 EXTENSION OF TERM (clause 18)

One further term of five (5) years commencing on [DATE] and expiring on [DATE], if exercised in accordance with clause 18

ITEM 10 SPECIAL CONDITIONS (clause 22.8)

1. **Child Safe Environment**

- 1.1 The Tenant acknowledges that the City of Holdfast Bay is committed to providing a child safe environment (as defined by the *Children's Protection Act 1993*) at all times. A child safe environment is 'an environment, which is both child-safe and child-friendly, where children are valued and feel respected and encouraged to reach their full potential.'
- 1.2 The Tenant represents to the Landlord that it has fulfilled and will ensure that it continues to fulfil its requirements under the *Children's Protection Act 1993* in relation to occupying the Premises for the Permitted Use.
- 1.3 The Tenant must act in the best interests of the community at large.
- 1.4 The Tenant must at the request of the Landlord provide a current police clearance or the relevant criminal history screening certificate under relevant legislation for the Tenant or any of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who provide services from the Premises.
- 1.5 If the Landlord makes a request of the Tenant under this special condition, the Tenant must provide the requested documents to the Landlord within 10 Business Days of such request. Failure to do so will be considered a breach of an essential term of this Lease.

2. Tenant's Fitout

2.1 The Tenant must carry out its Fitout Works:

- (a) in a proper and professional manner;
- (b) in a manner that does not expose people to a health and safety risk;
- (c) using good quality materials;
- (d) in accordance with the Tenant's plans and specifications approved by the Landlord;
- (e) in accordance with all approvals and the requirements of authorities;
- (f) in accordance with the reasonable directions of the Landlord and the Landlord's representative;
- (g) in a manner so as not to:
 - (i) disturb other contractors or occupants of the Building; or
 - (ii) prevent or hinder access to the Premises or any part of them by the Landlord or any person authorised by the Landlord;

2.2 In carrying out the Fitout Works the Tenant must:

- (a) ensure that the Tenant's employees, contractors, agent and invitees comply with the requirements of all relevant building site awards and conditions relevant to the construction of the Fitout Works;
- (b) not bring any heavy items of machinery into the Premises likely to damage the Building without the prior approval of the Landlord;
- (c) use the access paths, loading dock and lifts in the Building only to the extent approved from time to time by the Landlord or the Landlord's representative (each acting reasonable), having regard to the requirements of other occupants of the Building; and
- (d) ensure that any defects in the Fitout Works are rectified promptly.

2.3 The Fitout Works and the use by the Tenant of the Land, the Building and the Premises are at the Tenant's risk except to the extent caused by the wilful or negligent act or omission of the Landlord.

2.4 In this special condition, "**Fitout Works**" means the works and installations to fit out and prepare the Premises to the Tenant's occupational requirements as depicted in the plans and specifications approved by the Landlord.

3. Tenant's Fixtures and Fittings

3.1 For the avoidance of doubt, the Tenant acknowledges that the Landlord has no liability or responsibility for any fixtures, fittings and/or other items installed, owned or otherwise brought onto the Premises by the Tenant.

4. **Licence**

- 4.1 The Tenant may access and use the area borderd in red on the plan attached at Schedule 4 (**Playing Field**) during official Tenant training times as approved by the Landlord and during official SANFL and SACA and for the purposes of the Permitted Use, and the terms and conditions of this Lease apply to the Licence mutatis mutandis. [Drafting note: BSSC to confirm wording]
- 4.2 The licence conferred by this special condition does not confer on the Tenant any tenancy, estate or interest in the Playing Field or the Land.
- 4.3 Without limiting and notwithstanding any other release provided by the Tenant in this Lease, the Tenant agrees that the Landlord is not liable for any death or personal injury to the Tenant or its patrons or customers while accessing, occupying or using the Playing Field except to the extent caused or contributed by the negligence of the Landlord.
- 4.4 Without limiting and notwithstanding any other indemnity provided by the Tenant in this Lease, the Tenant indemnifies the Landlord against all actions, liabilities, claims or demands for any loss, damage, injury, or death incurred or suffered directly or indirectly by the Landlord or any other person in connection with the Tenant's access, occupation or use of the Playing Field except to the extent caused or contributed by the negligence of the Landlord.
- 4.5 Any breach of the licence granted pursuant to this special condition by the Tenant is a breach of this Lease by the Tenant and any breach of this Lease by the Tenant is a breach of the Licence granted pursuant to this special condition subsisting at the time of the breach of the lease by the Tenant.
- 4.6 The Tenant must (on demand) remedy any damage (not including reasonable wear and tear) caused to the Playing Field by the Tenant's access, occupation and/or use.
- 4.7 The Tenant must ensure the Playing Field is kept and left in a clean, neat and tidy condition at the end of each use.
- 4.8 The Tenant may coordinate and facilitate hiring out of the Playing Field strictly subject to the procedure set out in clause 8.2 of this Lease. Any ongoing and regular use of the Playing Field must be recorded in a sub-licence agreement which is subject to the prior written approval of the Landlord.

5. **Maintenance Fund**

- 5.1 The Tenant undertakes to the Landlord that it must (on or before entering into this Lease) establish and maintain an account for maintenance to the Premises, and ensure that at least \$7,500 is deposited into an interest earning account each year during the Term which may be applied as follows:
- (a) the amount of money contributed to this account in a year may be reduced by deducting the value of any work done to the Premises during that year without charge by or on behalf of the Tenant;

- (b) monies may be withdrawn from this account by the Tenant for the purpose of undertaking maintenance to the Premises;
- (c) in the event that the Tenant undertakes major capital improvement works to the Premises or the Playing Field (as defined by special condition 4) the requirement for this annual contribution may be waived at the discretion of the Landlord upon the written request of the Tenant.

5.2 The Tenant will provide to the Landlord on the Commencement Date and annually thereafter, true and complete copies of all statement evidencing such contributions including annual statements. The Tenant agrees that it will not deduct, withdraw or apply any moneys deposited into the holding account without the Landlord's prior written consent. The Tenant further agrees that the moneys held in the holding account will be applied for replacement as reasonably notified by the Landlord.

6. Special events and community programs

- 6.1 The Tenant acknowledges that the Landlord may from time to time use the field and clubrooms for special or major sporting, community or other events.
- 6.2 The Tenant must accommodate the Landlord with up to three special or major sporting, community or other events per financial year, of a duration of 2 days maximum each. The Landlord will provide no less than 90 days written notice to the Tenant.
- 6.3 The Landlord will endeavour to select dates for special events that do not conflict with the Tenant's official training and fixtures. If required, the Landlord will assist to relocate the Tenant during the affected hours, however the relocation is not guaranteed.
- 6.4 The Landlord will be authorised to access and use the Premises (not including the bar areas and stock belonging to the Tenant) free of charge for the sole purpose of running community programs organised and led by the Landlord, up to 4 hours a week on any Monday to Friday (inclusive) during the hours of 9am to 5pm and outside of designated training and game times. The Tenant must accommodate exclusive access to the function room, and non-exclusive access to the kitchen, toilets and all common areas for the duration of these programs. Kitchen access will be limited to simple use of fixtures, fittings and equipment for the purpose of serving refreshments or light meals only. Any further use of the fixtures, fittings, equipment or utensils owned by the Tenant are subject to agreement with the Tenant. Times and dates will be scheduled a minimum of 2 months in advance and negotiated to not unreasonably conflict with the Permitted Use.

7. Financial Hardship

The Tenant may apply to the Landlord for rent relief payable during the first five years of the Term (being the period commencing on [DATE] and expiring on [DATE]), if the Tenant is unable to meet the payments required by this Lease due to grounds of financial hardship, but strictly on the condition that the Tenant has complied with its obligations under clause 10 and, the Tenant provides all such

information and documents reasonably requested by the Landlord to consider the Tenant's request.

8. Other

- 8.1 Within 6 months of the date of this Lease (and at the same time as requesting any renewal of this Lease), the Tenant must provide to the Landlord, a copy of its approved strategic business plan (including budgetary projections) conducive to increase revenue, membership (and sports players including female and junior participation). The Landlord will provide reasonable assistance to the Tenant if requested, provided that the Tenant is responsible for the content and all matters relating to the business plan, budgetary statements and related documents.
- 8.2 The Landlord will maintain the Playing Field (as defined by special condition 4) during the Term to a higher standard than a public reserve (as specified in the Landlord's Community Leasing Policy) and on this basis, the commencing rent includes the Tenant's contribution to the additional maintenance costs the Landlord will incur.
- 8.3 The Tenant must allow the Premises to be hired for or used by community groups for community sport services when not required by the Tenant for training or match commitments.
- 8.4 The Tenant is permitted to (and will be responsible for) marking out the Rugby Field (as defined by special condition 4) and all costs associated therewith.
- 8.5 The Tenant must provide to the Landlord on or before the Commencement Date and on each anniversary of the Commencement Date during the Term evidence of annual inspections/servicing of the Premises and Services in a form satisfactory to the Landlord, including but not limited to copies of all compliance certificates from the relevant authorities regarding fire safety, white ants, air conditioning, grease arrestors, electrical and essential safety provisions.
- 8.6 The Tenant must leave the Premises (including, the Playing Field and all Common Areas) in a clean and tidy state at the end of each use.
- 8.7 Except as permitted by clause 9.3 of this Lease, the Tenant must not under any circumstances allow alcohol onto the Land and must ensure that its patrons, members and visitors do not bring alcohol onto the Land.
- 8.8 The Tenant must provide to the Landlord on or before the Commencement Date and on each anniversary of the Commencement Date during the Term evidence of annual inspections/servicing of the Premises and Services in a form satisfactory to the Landlord, including but not limited to copies of all compliance certificates from the relevant authorities regarding air conditioning, grease arrestors, electrical and essential safety provisions. The Tenant must at the same time provide to the Landlord a program that specifies planned and scheduled maintenance in relation to the Premises for the coming lease year.

Clauses 3.1, 4, 5, 6, 7, 8, 9.1, 9.3, 10, 11, 12, 17, 22.8 and any obligations imposed on the Tenant pursuant to Item 10 of this Schedule

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SCHEDULE 2 - Maintenance Schedule

This schedule outlines the particular responsibilities of Landlord and the Tenant, where applicable, and must be read in conjunction with relevant provisions within this Lease including **clauses 6 and 14.5** to the extent of any inconsistency with this Maintenance Schedule and the main provisions of this Lease, this Maintenance Schedule will prevail.

In this Schedule 2:

- *All references to “end of life” must be interpreted as being the period over which an asset is expected to be available for use by the Tenant if properly maintained and repaired in good order, or the asset has fully depreciated such that it has no economic life;*
- *all references to “periodically” must be interpreted to any program or time frame stated within any manufacturing specifications, Australian Standards or industry best practice benchmarking, as notified by the Landlord to the Tenant from time to time.*

Building – External

Item	Tenant’ responsibility		Frequency	Landlord’s responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Storm water system	Clean gutters, downpipes and storm water drains – keep free of debris to prevent blockages.		As required	Repair/replace at end of life unless damage caused by Tenant
Storm water pits and pumps	Nil responsibility unless damage caused by Tenant.		As required	Full responsibility unless damaged caused by Tenant
Windows internally and externally, including frames and screens etc.	Clean including frames. Replace broken glazing, repair as required.		Minimum twice a year	Replace frames, glazing and opening/closing mechanisms at end of life unless damage caused by Tenant.
Sewer mains and external pipes	Nil		As required	Keep clear of blockages Repair/replace at end of life unless damage caused by Licensee’s negligence.

Roof and guttering	Keep guttering clean and free of debris at all times		Twice a year	Repair leaks to the roof and repair or replace roof covering
Roof Safety Systems	Nil responsibility	Nil responsibility unless damaged caused by tenant.	Periodically	Full responsibility to maintain and replace at end of life.
Doors/locking mechanisms	Minor adjustments to keep doors operational.	Option	As required	Repairs and replace mechanisms at end of life unless damage caused by the Tenant.
Building keys, fobs & access cards		Additional, replacement or programming of keys, fobs or cards	As required	Replace system at end of life. Council will retain the main master key system and will issue keys and fobs as required.
Solar Panels	Full responsibility. Replace at end of life at Tenant's discretion		As required	Nil responsibility, except for removal and reinstatement of system if required for landlord to undertake works.
Walls	Wash, clean periodically.	Option	Annually	Nil responsibility.
	Repair, touch up and repaint damage caused by Tenant and their activities.	Option	As required	Maintain structural stability. Remove graffiti. Periodic repair and painting (e.g. every 10 years) unless damage caused by the Tenant
Glass	Keep clean and maintain. Replace if broken or damaged.		As required	Remove graffiti. Replace structure at end of life.
Stairwells/staircase	Keep free of rubbish and debris. Keep access/ egress area clear.		As required	Repair and replace including balustrades, treads risers and landings. Replace at end of life.
Paint finishes	Touch up and repaint where damaged in between Council	Option	As required	Periodic painting (e.g. every 10 years) unless caused by the Tenant and their

	periodic paints			activities.
Signs installed by Tenant	Maintain, clean and replace		As required	Nil responsibility.
Security lights	Nil responsibility for maintenance, unless damaged by Tenant and their activities. Pay for electricity costs		As required	Maintain and replace lights fittings and any globes.
Other external lights mounted on the building (flood lighting)	Full responsibility.			Nil responsibility.
External Pipes	Repair damage and blockage caused by tenant's negligence.		As required	Replace at end of natural life. Remove tree roots if damaged caused by trees on landlord's land.
General Cleaning, including shed and storage areas.	Full responsibility maintain and keep clean and tidy including surrounds within the leased area.		Periodically	Nil responsibility.
Tenant's fixtures and fittings	Full responsibility.			Nil responsibility.
Sirens, Speakers, PA equipment	Full responsibility including replacement		As Required	Nil responsibility
Balcony's balustrade	Repair, touch up and repaint damage caused by Tenant.	optional	Periodically	Maintain structural stability. Periodic repair and painting (e.g. every 10 years). Replace at end of life.
Pest removal in the whole leased area except for bees and wasps	Full responsibility.		As required	Nil responsibility except for bees and wasps.

External Site Surfaces

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Wicket areas #1 and #2			At completion of cricket season	Annual renovation
Cricket practice nets / wickets	Keep clean, prepare, maintain and replace.		As required	Nil responsibility.
Cricket Pitch	Install covers if required		October to March	Annual renovation (for first week of season) Line marking
Football field	Keep clean and pick up rubbish. Monitor and report to Council if issues		April to October	Repair of run up areas (April) Line marking Cross rolling/suppa sopping
Goal posts	Maintenance and storage. Repairs and replacement unless damaged by landlord		As Required	Erection and removal of goal posts (start and end of season)
External fence around storage compound on the Land	Keep clean and tidy.		As required	Remove graffiti. Maintain and replace at end of life.
Building apron/ walkway and/or Garden areas	Keep clean and unobstructed. No storage of waste.		At all times	Maintain and replace.
Storage shed / compound	Keep clean, maintain, repair and replace as required. No storage outside of designated storage		As Required	Nil responsibility.

	areas.			
Car parks	Nil responsibility unless damage caused by Tenant		Periodically	Full responsibility.
Internal roads line marking	Nil responsibility unless damage caused by Tenant		Periodically	Full responsibility.
Watering / irrigation systems	Nil responsibility unless damage caused by Tenant		Periodically	Full responsibility unless damage caused by Tenant
Tree pruning and care	Nil responsibility unless damage caused by Tenant		As Required	Full responsibility unless damage caused by Tenant
Retaining Walls	Nil responsibility unless damage caused by Tenant		As Required	Maintain, Replace at end of life.
Maintenance and replacement of sporting field including warm up area	Nil responsibility unless damage caused by Tenant (excluding wear and tear).		As Required	Full responsibility unless damage caused by Tenant
Field lighting	Full responsibility including replacement at Tenant's discretion		As Required	Nil responsibility
Score board	Full responsibility including replacement (at Tenant's discretion)		As Required	Nil responsibility
Memorial sites and fundraising pavers	Full responsibility including replacement and/or land remediation		As Required	Nil responsibility
Signs installed by Landlord (including entry statement)	Nil responsibility unless damage caused by tenant.		As Required	Full responsibility unless damage caused by Tenant
Bench and/or other sitting arrangements owned by the Tenant	Keep clean, maintain, repair and replace as required.		As Required	Nil responsibility
Pest removal including bees on licensed grounds	Nil responsibility.		As Required	Full responsibility

Building internal

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Water, sewer and gas piping	Keep free from blockages – unblock / repair drains, unless caused by the Landlord Repair damage caused by Tenant.		As required	Repair / unblock drains where damage caused by Landlord. Replace at end of life.
Hot water systems	Utility costs associated with HWS.		As Required	Maintenance and replacement at end of life.
Change rooms, fit out and finishes	Full responsibility. Keep clean and tidy.		Periodically	Replacement at end of life.
Lift	Keep clean and tidy.	Repair damage caused by tenant.	Periodically	Lift Registration Licence. Periodic servicing, Maintenance, breakdowns, callouts and Replacement at end of life.
Security Alarm System and general Cameras		Call outs or attendance by security patrols or MFS caused by the Tenant and their activities. Any approved changes to the system or its configuration that are requested by the Tenant.	Periodically	Oversee any additions or changes. Manage Council owned CCTV. Configuration of the systems, servicing, maintenance and monitoring. Replacement at end of life
POS CCTV equipment	If Point of Sale CCTV equipment is not installed as part of the building security and CCTV system, Manage security monitoring of the	If Point of Sale CCTV equipment installed as part of the building security and CCTV system. Call outs or attendance by	As Required	

	club system	security patrols or MFS caused by the Tenant and their activities. Any approved changes to the system or its configuration that are requested by the Tenant.		
Fire extinguishers, hose reels and fire blankets, sprinkler systems etc.	Make sure fire equipment is accessible at all times. Report any damage or usage of fire equipment to landlord.	Repair, replace or replenish if used or damaged by Tenant	Periodically	Service, maintain and replace fire extinguishers and blankets, hose reels and sprinkler systems at end of life unless damaged caused by Lessee.
Emergency exit lighting and evacuation signage.	Nil responsibility unless damaged or altered by Tenant.	Optional	Periodically	Full responsibility unless damage caused by Lessee.
Smoke detectors	Nil maintenance responsibility unless damaged by Tenant.	Call outs or attendance by security patrols or MFS caused by the Tenant and their activities. Any approved changes to the system or its configuration that are requested by the Tenant.	Periodically	Configuration of the system, servicing, maintenance and monitoring. Replacement at end of life
Water/waste services – associated fittings including taps etc.	Clean fittings, toilet, sinks, etc. – maintain and replace washers. Replace tap ware, sinks, drains and toilets etc. if damaged by tenant.		Periodically	Replace sinks, drains and toilets at end of life.

Grease Arrestors	Servicing and pumping out of system. Repair/ replacement if damage caused by the Tenant		Periodically	Repair and replacement unless damage caused by Tenant.
Telecommunications – phone/PABX systems	Full responsibility.		As Required	Nil responsibility.
Air conditioning units/thermostats, ducting etc.	Regular service and repairs to maintain working order.	Option	In line with manufacturer's specification	Single major repairs over \$2,000 (if regular maintenance has been conducted in line with manufacturer's specifications). Replace at end of natural life.
Electrical services, sub switchboards, distribution boards and power lighting circuits	Nil responsibility unless damage caused by Lessee.		As Required	Full responsibility unless damaged caused by Lessee.
Doors, locking mechanisms		Full responsibility: proximity card replacement / keep doors operational / replace damage locking mechanisms / replace damaged doors	As Required	Replace at end of life
Consumer mains	Nil responsibility unless damaged caused by Lessee.		As Required	Full responsibility unless damaged caused by Lessee.
Lighting fixtures	Full responsibility, Replace light fittings and globes, ballast's and fuses. Repair/replace wiring connections.		As required	Replace at end of life
Carpets	Keep clean and free from dirt and stains. Repair any damage caused by misuse by the Lessee. Replace at end of		Periodically	Nil responsibility.

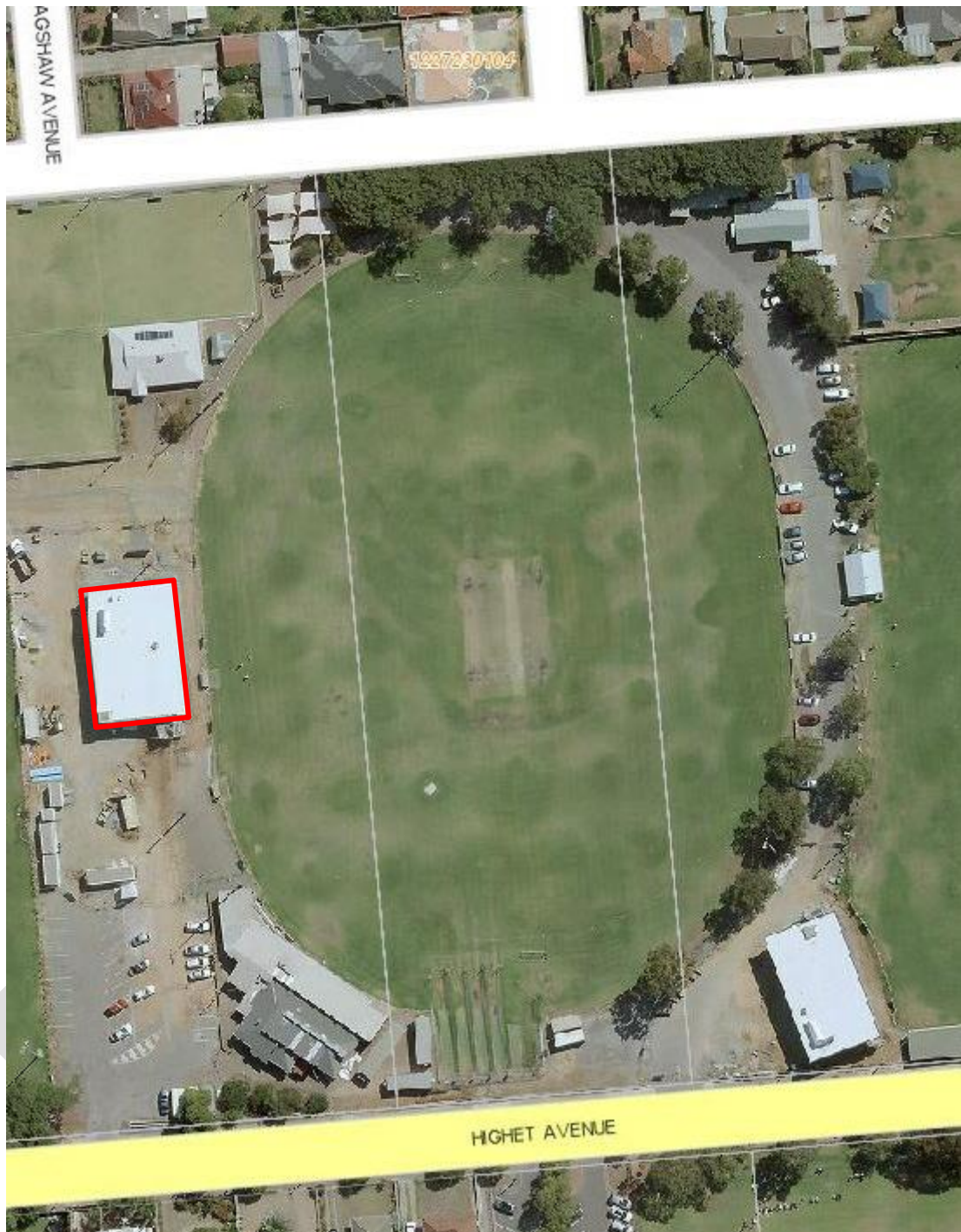
	life			
Vinyl/concrete/tiled/other floors	Clean/polish as required Repair/replace to appropriate finish.		Periodically	Nil responsibility.
Internal walls/screens and Ceilings	Clean and keep free of mould/grime. Repair/ replace where damage caused by Tenant. Touch up painting when required. Periodic repair and painting (e.g. every 10 years)		Periodically	Replacement and structural maintenance responsibility for internal walls/screens and ceilings at end of life.
Lessee's fitting and loose / soft furniture and equipment	Full maintenance and replacement responsibility		As Required	Nil responsibility.
Pest removal (except bees and wasps)	Full responsibility (excluding bees and wasps).		As Required	Nil responsibility.
Electrical tagging and testing	Full responsibility.		Periodically	Nil responsibility.
General cleaning	Full responsibility to keep the buildings clean and tidy		Periodically	Nil responsibility.
Tenant 's fixtures and fittings	Full responsibility.		As Required	Nil responsibility.
Bar fit out and kitchens equipment including range hood	Full responsibility, note canopy range hood / extraction system cleaning and servicing.		Periodically	Nil responsibility.
Cool rooms	Full responsibility.		Periodically	Nil responsibility.
Blinds and /or window	Full responsibility and		As required	Nil responsibility.

coverings	replacement at end of life.			
Roller shutters	Cleaning, servicing and maintenance		Periodically	Replacement at end of life.
Glass	Keep clean and maintain Replace if broken or damaged.		Periodical Cleaning, Maintenance as required.	Replace as part of window replacement.

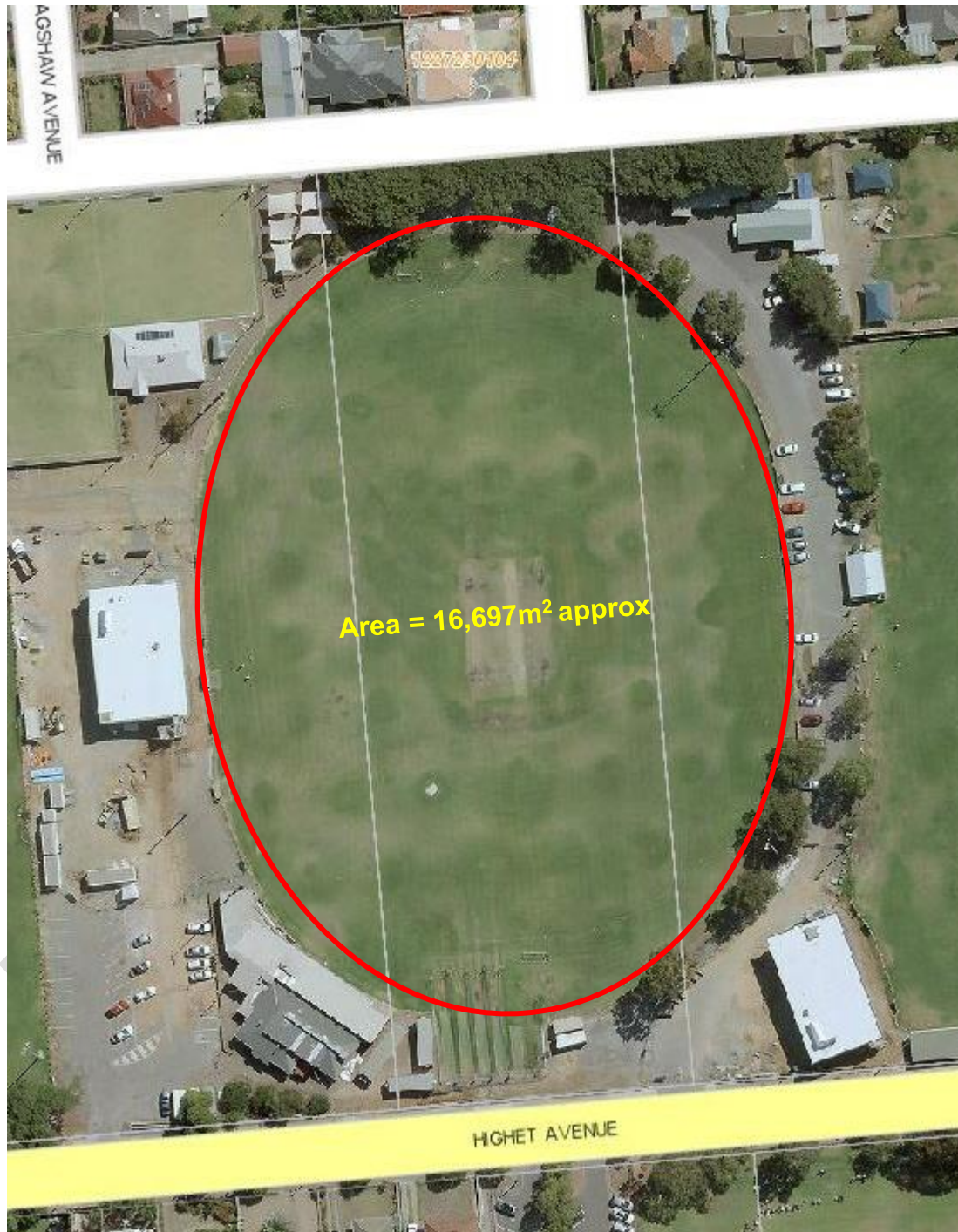
Exterior Toilets

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Consumables	Nil	Nil	As needed	Supply consumables
Cleaning	Nil	Nil	Periodical	Clean and service toilets as part of toilet cleaning program.
Maintenance and operational activities	Nil	Nil unless damage caused by tenants negligence or activities.	Periodical	Full responsibility unless damaged caused by Tenant
Fitout and Finishes	Nil	Nil	As needed	Replacement of fitout and finishes unless damaged by caused by Tenant
Water and Electricity	Nil Responsibility			Full responsibility. Council to reimburse running costs yearly

Schedule 3 – Plan of Premises



Schedule 4 – Plan of Playing Field
(special condition 4 in Item 10 of Schedule 1)



RULES AND REGULATIONS

1. The Tenant must not:

- 1.1 smoke in the Building or on the areas outside the Building on the Land;
- 1.2 put up signs, notices, advertisements, blinds or awnings, antennae or receiving dishes or install vending or amusement machines without the Landlord's approval;
- 1.3 hold commercial auction, bankrupt or fire sales in the Premises;
- 1.4 keep an animal or bird on the Premises;
- 1.5 use a business name which includes words connecting the business name with the Building without the Landlord's approval;
- 1.6 remove floor coverings from where they were originally laid in the Premises without the Landlord's approval;
- 1.7 do anything to the floor coverings in the Building which affects any guarantee in connection with them if the Landlord has given the Tenant a notice setting out the relevant terms of the guarantee;
- 1.8 use any method of heating, cooling or lighting the Premises other than those provided or approved by the Landlord;
- 1.9 operate a musical instrument, radio, television or other equipment that can be heard outside the Premises that could cause unreasonable annoyance or nuisance to any person who occupies nearby space or premises;
- 1.10 throw anything out of any part of the Building;
- 1.11 move heavy or bulky objects through the Building without the Landlord's approval;
- 1.12 obstruct:
 - 1.12.1 windows in the Premises except by internal blinds or curtains approved by the Landlord;
 - 1.12.2 any air vents, air conditioning ducts or skylights in the Premises; or
 - 1.12.3 emergency exits from the Building or the Premises; or
 - 1.12.4 the Common Areas; or
 - 1.12.5 interfere with directory boards provided by the Landlord.

2. The Tenant must:

- 2.1 put up signs in the Premises prohibiting smoking nor allow or permit the presence or consumption of alcohol on the Playing Field unless licensed accordingly (as defined by special condition 4);
- 2.2 if the Landlord approves the Tenant's use of a business name which is connected with the Building, terminate any right it has to use that business name on the date it must vacate the Premises;

- 2.3 participate in any emergency drill of which the Landlord gives reasonable notice;
- 2.4 evacuate the Building immediately and in accordance with the Landlord's directions when informed of any actual or suspected emergency; and
- 2.5 secure the Premises when they are unoccupied and comply with the Landlord's directions about Building security.

DRAFT

IMPORTANT NOTICE

EXCLUSION OF WARRANTY OF FITNESS FOR PURPOSE

Retail and Commercial Leases Act 1995: Section 18

Retail and Commercial Leases Regulations 1995: Regulation 7

THE LANDLORD DOES NOT WARRANT THAT THE PREMISES YOU ARE ABOUT TO LEASE WILL, FOR THE DURATION OF YOUR LEASE, BE STRUCTURALLY SUITABLE FOR THE TYPE OF BUSINESS THAT YOU INTEND TO CARRY ON.

SIGNED as an agreement

DATED

**THE COMMON SEAL of
CITY OF HOLDFAST BAY**
was hereunto affixed in the presence of:

.....
Mayor

.....
Chief Executive Officer

**THE COMMON SEAL of
BRIGHTON SPORTS AND SOCIAL CLUB INCORPORATED**
was affixed pursuant to the *Associations
Incorporation Act 1985* in accordance with
its constitution:-

.....
President / Vice President / Treasurer
(Please delete as applicable)

.....
Signature of President / Vice President / Treasurer
(Please delete as applicable)

.....
Print Full Name

.....
Print Full Name

Attachment 4



LEASE AGREEMENT

Between:

CITY OF HOLDFAST BAY

("Landlord")

and

BRIGHTON RUGBY UNION FOOTBALL CLUB INCORPORATED

("Tenant")

PORTION OF 410-420 BRIGHTON ROAD HOVE SA 5048

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Corporation on overdraft facilities of more than \$100,000.00 and if there is more than one rate published the higher of those rates.

- 1.7 **"GST"** has the meaning given to it under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any similar or ancillary legislation.
- 1.8 **"Land"** means the land described in Item 3 of Schedule 1 and includes the Building on any part of the Land.
- 1.9 **"Landlord"** means the City of Holdfast Bay and includes:
- (a) the executors administrators and assigns of the Landlord if the Landlord is a natural person,
 - (b) the successors and the assigns of the Landlord if the Landlord is a body corporate,
 - (c) (where the context allows) any servants workmen or agents of the Landlord,
- 1.10 **"Landlord's Property"** means all Landlord's fixtures, fittings, plant, equipment, services, chattels and any other goods installed or situated in or on the Premises by or behalf of the Landlord and available for use by the Tenant.
- 1.11 **"Outgoings"** means (to the extent that the same are not specifically payable by any tenant of the Building or the Tenant pursuant to this Lease) all amounts paid or payable by the Landlord or payments which the Landlord incurs or may be or become liable for in any one Accounting period or in any other lesser or relevant period in respect of the Land and the building whether by direct assessment or otherwise howsoever and includes:
- (a) all rates taxes charges assessments outgoing levies and impositions whatsoever which may be assessed charged or imposed in respect of the Land or the building or any part thereof including any charges for excess water but excluding income tax capital gains tax and all other taxes applicable to income or capital gain payable by the Landlord;
 - (b) all insurance premiums and other charges including stamp duty payable by the Landlord in relation to policies of public risk insurance covering the building and the Landlord's fixtures and fittings therein (including all glass if applicable) against normal and usual risks deemed necessary by the Landlord (including but without limiting the generality thereof loss or damage by fire, explosion, storm, lightning, earthquake, tempest, flood, burst pipes, impact, aircraft and articles dropped therefrom, riot, civil commotion and malicious or accidental damage, loss of rent and machinery breakdown) to the full insurable value thereof,
 - (c) the costs of electricity or other sources of energy consumed in the production and reticulation of chilled water and conditioned air for the air conditioning equipment servicing the building and all other costs arising from the operation of the air conditioning system including but not limited to fuel oil grease labour and a full comprehensive maintenance contract (if any);
 - (d) all costs in connection with the repair, maintenance, operation and replacement of air conditioning equipment, all other services and plant and equipment in the Building and Common Areas from time to time which are not the Landlord's sole and express responsibility under this Lease ;

- (e) all costs in connection with the cleaning, lighting, heating and air-conditioning of the Premises and Common Areas and providing supplies and consumables for toilets, washrooms and other facilities provided to the Premises and in the Common Areas, excluding the exterior public toilets;
 - (f) all costs in connection with caretaking and security services where the cost is incurred or requested by the Tenant;
 - (g) except where it is the Landlord's sole and express responsibility under this Lease, the cost of maintaining lighting servicing and repairing the Building such cost comprising the gross costs and expenses of every kind and nature incurred by the Landlord including but not limited to the replacement of parts necessary to keep any of the plant, machinery and equipment in good working order and condition, and all things necessary in the reasonable opinion of the Landlord for the operation maintenance repair and/or renovation of the Common Areas in a state of good and sanitary order condition and repair in accordance with Schedule 2;
 - (h) all reasonable legal, accounting and other professional fees incurred in connection with the conduct and operation of the Building.
 - (i) all and any other expenditure costs or expenses incurred by the Landlord in or about or incidental to the Building or the Premises not hereinbefore expressly referred to.
- 1.12 "**Premises**" means the whole or portion of the Land specified in Item 2 of Schedule 1 and includes all buildings improvements appurtenances alterations or additions (if any) now or hereafter situated thereon and any fixtures fittings plant equipment goods chattels furniture furnishings and effects (if any) of the Landlord's Property.
- 1.13 "**rent**" means the rent payable under this Lease.
- 1.14 "**Review Date**" means the respective date(s) set out in Item 7 of Schedule 1.
- 1.15 "**Rules and Regulations**" means the procedures and rules and regulations annexed hereto and so entitled and or as may from time to time be made, varied or amended by the Landlord pursuant to this Lease.
- 1.16 "**Services**" means the services (such as gas, electricity, water, sewerage, drainage, communications, fire fighting, air conditioning, lifts, plant, equipment, pipes and cables) to or of the Building or any premises in or the Land, provided by authorities, the Landlord or any person authorised by the Landlord.
- 1.17 "**Schedule**" means the Schedules annexed hereto.
- 1.18 "**Tenant**" means the Tenant named in Item 1 of Schedule 1 and includes:-
- (a) the executors administrators and permitted assigns of the Tenant if the Tenant is a natural person,
 - (b) the successors and the permitted assigns of the Tenant if the Tenant is a body corporate,
 - (c) any and all Trust or Trusts of which the Tenant is trustee,

(d) (where the context allows) any servants workmen or agents of the Tenant and any other person in or about the premises at any time at the request or invitation of or under the control or direction of the Tenant,

- 1.19 **“Tenant’s Property”** means any and all fixtures and fittings and other equipment installed in or brought on to or kept in the Premises by the Tenant.
- 1.20 **“Tenant’s Proportion”** means the same proportion as the lettable area of the premises bears to the whole of the lettable area of the Building, such lettable areas to be determined in accordance with the Property Council of Australia 1997 method of measurement or such other method of measurement as the Landlord reasonably determines.
- 1.21 **“Term”** means the term specified in Item 5 of Schedule 1 and includes the term of any extension or renewal and period of holding over of this Lease.
- 1.22 Headings to clauses shall not form part of this Lease or be used for the purpose of interpretation but shall be deemed to be for the purpose only of facilitating reference to the various provisions of this Lease.
- 1.23 Where the context of this Lease permits or requires:
- (a) words in the singular shall include the plural and words in the plural include the singular;
 - (b) words of or importing the masculine gender include the feminine gender;
 - (c) words referring to a person include a body corporate,
- 1.24 A reference to any statute code or regulation includes all amendments and revisions made from time to time to that statute code or regulation and any statute code or regulation passed in substitution therefor or incorporating any of its provisions.
- 1.25 Any provision of this Lease which by virtue of the Act (if it applies to this Lease) or any other statute or law is invalid void or unenforceable, is capable of severance without affecting any other provision of this Lease.
- 1.26 Unless otherwise stated, the Landlord may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this Lease.
- 1.27 If the Tenant comprises two or more persons the word “Tenant” will apply to them jointly and each of them severally.

2. GRANT OF LEASE

The Landlord grants and the Tenant accepts a lease of the Premises for the Term as set out in this Lease.

3. RENT AND RENT REVIEW

3.1 Rent

The Tenant must pay the rent as specified in Item 6 of Schedule 1 and reviewed in accordance with the terms of this Lease to the Landlord as directed from time to time by the Landlord or the Landlord's agent. The Tenant must pay the rent monthly in advance, the first payment to be made on or before the Commencement Date and

subsequent payments must be made on the same day of each calendar month during the Term without any abatement, deduction or demand.

3.2 Rent Review

3.2.1 The rent will be reviewed as at and from each Review Date specified in Item 7(a) of Schedule 1;

3.2.2 The rent will be reviewed as at and from each Review Date specified in Item 7(b) of Schedule 1 to an amount determined in accordance with the following formula:-

$$A = \frac{R \times C1}{C2}$$

where

'A' is the revised annual rent.

'R' is the annual rent payable during the year immediately preceding the relevant Review Date.

'C1' is the Index Number for the quarter ending immediately prior to the relevant Review Date.

'C2' is the Index Number for the quarter ending immediately prior to the date the rent being reviewed first became payable

3.2.3 The words "Index Number" used above mean the Consumer Price Index (All Groups) for Adelaide as published by the Australian Bureau of Statistics but if the Australian Bureau of Statistics ceases to publish the Consumer Price Index before the end of the Term, the words "Index Number" will mean some index reflecting fluctuations in the cost of living in Adelaide upon which the parties agree, but in default of such agreement, such index as will be determined by the President for the time being of the Australian Property Institute (South Australian Division) or his nominee as reflecting fluctuations in the cost of living in Adelaide, and such person's decision will be final and binding on the parties. In making such determination the President or his nominee will be deemed to be acting as an expert and not as an arbitrator. The cost of any such determination will be borne equally by the Landlord and the Tenant.

3.2.4 Until the rent is determined or agreed in accordance with the relevant rent review formula the Tenant will continue to pay to the Landlord rent at the rate applicable immediately prior to the relevant Review Date. On the first day for payment of rent after the rent is determined or agreed in accordance with this clause the Tenant must pay the new rent to the Landlord together with an adjustment (if any) in respect of the period from the date of the rent review until the date of such payment.

3.2.5 If this Lease is not a lease to which the Act applies, the rent payable pursuant to any review of rent will in no case be less than the rent payable immediately prior to the relevant Review Date.

4. **GST**

Unless otherwise stated in Item 6 of Schedule 1, rent and other monies payable by the Tenant to the Landlord pursuant to this Lease do not include any GST. If a GST is chargeable with respect to the payment by the Tenant to the Landlord of rent and or other monies pursuant to this Lease, the Tenant must on demand pay the GST or reimburse the Landlord for any GST paid or payable by the Landlord with respect to such rent and or other monies. The Landlord must provide to the Tenant an appropriate tax invoice in respect of any such GST payment or re-imburement by the Tenant.

5. **RATES, TAXES AND OUTGOINGS**

5.1 **Rates and Taxes**

The Tenant must pay or reimburse to the Landlord the Tenant's Proportion of all present and future rates charges taxes levies assessments duties impositions and fees (including council rates and emergency services levy) levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises and such payments must be adjusted between the Landlord and the Tenant as at the Commencement Date and the end or termination date of this Lease in respect of that portion of the financial year the relevant cost was incurred.

5.2 **Utility Charges**

5.2.1 The Tenant must pay as and when the same fall due, all charges for gas, electricity, oil and water separately metered and consumed in or on the Premises (excluding the public toilets) and also all charges in respect of any telephone and internet services connected to the Premises and all other charges and impositions imposed by any public utility or authority for the supply of any other utility service separately supplied and/or consumed in respect of the Premises.

5.2.2 If the Tenant defaults in payment of any of the charges referred to in clause 5.2.1 then the Landlord may pay the same and recover the amount paid as if the same were rent in arrears payable by the Tenant.

5.3 **Payment Of Outgoings**

5.3.1 The Tenant must pay the Tenant's Proportion of the Outgoings by way of equal monthly payments together with the rent each month or by way of lump sum payments as Outgoings are incurred or payable by the Landlord (as the Landlord may direct). If the year in which any particular outgoing is payable does not coincide with a year of this Lease, the amount the Tenant is to pay in the first and last years of this Lease is to be adjusted proportionately.

5.3.2 The Landlord will calculate the actual amount payable by the Tenant pursuant to this clause as soon as possible after 30 June in each Accounting Period and will adjust any difference. Any over-payment by the Tenant will be credited to the first payment due by the Tenant after the assessment is made (or refunded if this Lease is at an end) and any under-payment by the Tenant shall be added to the first payment to be made by the Tenant after the assessment is made (or will be paid by the Tenant on demand if this Lease is at an end).

6. MAINTENANCE AND REPAIRS

6.1 Maintenance

- 6.1.1 The Tenant must keep and maintain the Premises, the Tenant's Property and any Services situated within the Premises and which exclusively service the Premises in good and substantial repair and condition and where appropriate in good working order (fair wear and tear excepted), which includes an obligation to ensure that all electrical wiring and appliances are at all times in a safe condition.
- 6.1.2 If the Landlord so requires, the Tenant must enter into a service and maintenance contract in respect of any airconditioning plant and equipment exclusively servicing the Premises, which contract must be first approved by the Landlord (such approval not to be unreasonably withheld);
- 6.1.3 The Tenant must promptly repair any damage to the Building or the Land caused or contributed to by the act, omission, negligence or default of the Tenant. Any work must be undertaken by an appropriately qualified contractors and/or tradesmen and in a proper and professional manner.
- 6.1.4 In addition to the maintenance, repair and replacement obligations outlined in this clause (and this Lease generally) the respective responsibilities of the Landlord and the Tenant for the maintenance that is reasonably expected to be needed during the Term including planned structural maintenance, painting and replacement or renovation works are set out in Schedule 2 (**Maintenance**).
- 6.1.5 Where the Tenant is responsible for any Maintenance pursuant to the terms of this Lease, the Tenant must, at the same time as providing a copy of its annual report in accordance with clause 10, provide a report to the Landlord setting out the amount of money to set aside in the following year (as applicable from time to time) for Maintenance, in addition to the monies deposited into the maintenance fund (in accordance with special condition 5 of Item 10). The Tenant will not be required to set aside any money for maintenance costs during the first year of the Term, but must comply with this requirement each year commencing on the first anniversary of the Commencement Date.
- 6.1.6 The Tenant must, when requested to do so by the Landlord, provide the Landlord with:
- (a) a copy of all records, invoices, receipts, reports, certificates and other related information in relation to all maintenance, repair and/or replacement works carried out by (or on behalf of) the Tenant during the Term;
 - (b) a report setting out all projected items of preventative maintenance, including new plant and equipment requiring warranty servicing, the approximate date when each item of maintenance is likely to be required and the estimated cost; and
 - (c) a report setting out the amount of money currently set aside by the Tenant for Maintenance.

6.2 Maintenance of Plant and Equipment

The Tenant's obligations to maintain, repair and service the plant and machinery installed in the Premises is set out in Schedule 2. If the Tenant exclusively uses any plant or machinery installed in the Premises or the Landlord installs any plant or machinery at the request of the Tenant within and or servicing the Premises then the Tenant must keep all such plant or machinery maintained serviced and in good repair in accordance with Schedule 2 and will enter into and keep current at the Tenant's expense such maintenance service and repair contracts as are reasonably required by the Landlord for that purpose with contractors approved by the Landlord.

6.3 Tenant's Other Maintenance Obligations

The Tenant must at the Tenant's expense:

- 6.3.1 ensure that all waste is placed daily in suitable receptacles and subject to this clause 6, ensure the Premises is cleaned regularly in a proper and professional manner and ensure all waste and refuse is promptly and regularly removed from the Land;
- 6.3.2 as soon as is reasonably possible make good any damage to any part of the Building (including the Common Areas) or to the Premises or any part thereof (including ceilings) caused or contributed to by the Tenant;
- 6.3.3 immediately replace all broken glass in respect of the Premises;
- 6.3.4 in accordance with the Tenant's obligations set out in Schedule 2, take all proper precautions to keep the Premises free from pest infestation and if required by the Landlord engage a pest exterminator approved by the Landlord for that purpose;
- 6.3.5 repair or where appropriate replace any Landlord's Property such as heating lighting electrical and plumbing fittings installed in the Premises broken or damaged by the Tenant;
- 6.3.6 comply with all statutes ordinances proclamations orders and regulations affecting the Premises or any fixtures or fittings installed by the Tenant;
- 6.3.7 comply with any notices or orders which may be given by any statutory or regulatory authority in respect of the Premises or their use by the Tenant and keep the Landlord indemnified for all such matters.

6.4 Grease Trap and Range Hood

- 6.4.1 Where any range-hood, exhaust, grease arrestor or triple interceptor and associated plant and equipment exclusively service the Premises, the Tenant must:
 - (a) at its own expense, regularly clean, service, maintain, repair (when damage is caused by the Tenant) and empty (where applicable) each device to ensure it is in good working order and condition and so that nothing impairs its operation or efficiency, or causes unreasonable annoyance, nuisance, damage or disturbance to any persons who occupy nearby space or premises;
 - (b) pay for all running costs associated with each device;

- (c) not do, or permit, or suffer to be done, anything in relation to each item that might interfere with, or impair, its efficient operation;
- (d) comply with all applicable laws, regulations and notices and requirements of any governmental body relating to the grease arrestor and the transport and disposal of grease and other waste from the grease arrestor;
- (e) provide to the Landlord upon request all service notes and invoices evidencing the completion of all servicing, repairs, cleaning and waste removal;
- (f) obtain and maintain during the Term all permits, licences or other consents required in relation to the installation, use and operation of the grease arrestor;
- (g) promptly and fully comply with all directions and requirements of the Landlord regarding the use and operation of the grease arrestor which the Landlord notifies the Tenant in writing.

6.4.2 If any range-hood, exhaust, grease arrestor or triple interceptor comprises the Landlord's Property, then the Tenant will not be responsible for any replacement of those items at the end of their useful life provided that the need for replacement was not caused or contributed by the act, omission, negligence or default of the Tenant. If any range-hood, exhaust, grease arrestor or triple interceptor comprises the Tenant's Property, then the Tenant is in all respects responsible for all costs associated with those devices.

6.4.3 If the Premises are not connected to a range-hood, exhaust, grease arrestor or triple interceptor or similar device and the Tenant's use of the Premises means that the Premises are required to be connected to such a device, then the Tenant must promptly install such a device in compliance with clause 7, at its expense and thereafter comply with clause 6 and this clause 9.

6.4.4 Where a range-hood, exhaust, grease arrestor or triple interceptor does not exclusively service the Premises, the Tenant must punctually pay, free from all deductions, a proportion of all charges associated with maintenance of the range-hood, exhaust, grease arrestor or triple interceptor as the Landlord in its sole discretion deems reasonable having regard to:

- (a) the ratio of the lettable area of the Premises to the lettable area of the Building; and
- (b) other occupants on the Land; and
- (c) the respective use of the range-hood, exhaust, grease arrestor or triple interceptor by all occupiers of the Land; and
- (d) any other reasonable factor that is relevant to the Landlord.

6.4.5 Without limiting any other provision of this Lease, the Tenant:

- (a) must maintain insurance for the grease arrestor;
- (b) must periodically clean, empty, service, and maintain the grease arrestor;

- (c) must service and repair in accordance with Schedule 2;
 - (d) must reinstate, replace and/or make good when damage is caused by the Tenant; and
 - (e) indemnifies the Landlord,
- in the same manner and to the same extent as provided in this Lease.

6.4.6 If the Tenant does not pay the costs of any of the Services by the respective due date, the Landlord may pay for the Services and the amount paid is repayable by the Tenant as a debt due to the Landlord.

6.5 Repairs

If at any time during this Lease the Landlord, or the Landlord's agents or contractors find any defect decay or want of reparation in the Premises or find any state or condition thereof contrary to any covenant or agreement on the part of the Tenant contained in this Lease, the Landlord, or the Landlord's agent or contractor may give to the Tenant notice in writing to make good repair restore or amend the same within a reasonable time to be therein stated and the Tenant must within such time sufficiently and in good and proper and professional manner make good repair restore or amend the same to the reasonable satisfaction of the Landlord and if the Tenant fails to comply with any such notice the Landlord may (but is not obliged to do so) by or with the Landlord's attorney agent and or contractors enter into and upon the Premises and carry out the requirements of such notice (causing as little disturbance to the Tenant as is practicable). All reasonable costs charges and expenses incurred by the Landlord in so doing will be a debt due from the Tenant to the Landlord payable on demand and recoverable in the same manner in all respects as the rent hereby reserved.

6.6 Cleaning

6.6.1 The Tenant must ensure the Building is routinely and properly cleaned (including without limitation to arrange for all rubbish waste and garbage to be regularly removed from the Premises) except the public toilets and litter bins installed by the Landlord.

6.6.2 If the Landlord provides or requires a service for the routine cleaning of the Building or the Premises then the Tenant must, if reasonably requested by the Landlord, use such service for the Cleaning of the Premises (to the extent the service applies) and must permit the Landlord's cleaning contractors to have access to the Premises at all reasonable times for the purpose of carrying out such cleaning.

6.7 Notice of Defect

The Tenant must promptly give notice to the Landlord (or where appropriate to the appointed agent of the Landlord) of:-

- 6.7.1 any damage and of any accident to or defect or want of repair in the Premises or in the Building or in any Services or other facilities provided by the Landlord in the Premises or the Building to make the Premises or the Building, Common Area and the Land safe from any danger, risk or hazard; or

- 6.7.2 any circumstance or event which the Tenant ought reasonably be aware might cause danger, risk or hazard to any person within the Premises or the Building.

6.8 Land and Grounds

The Tenant must not deposit or cause permit or suffer to be deposited any debris refuse or rubbish of any kind in or on any Common Areas grounds gardens yards lanes ways or rights of way or in or on any public road or footway abutting upon or adjacent to the Premises or the Land.

6.9 Inspection and Landlord Works

The Tenant must permit the Landlord and the Landlord's agents and contractors and all persons authorised by them at all reasonable times of the day and on reasonable notice to enter the Premises to examine the state of repair and condition thereof, carry out and observe the Landlord's maintenance and repair obligations as set out in Schedule 2, and execute repairs or to paint the Premises or any part thereof (which the Landlord may do without prejudice to any covenant or agreement on the part of the Tenant contained in this Lease). The Landlord in executing such repairs must use reasonable endeavours to cause as little disturbance to the Tenant as is practicable.

6.10 Employment of Contractors

If any work has to be done by the Tenant in or about the Premises in order to comply with the Tenant's obligations pursuant to this Lease the Tenant must engage and/or employ only such contractors who are qualified licensed professionals as have a public liability policy for an amount which in the reasonable opinion of the Landlord is adequate. The engagement of contractors will require prior written approval by the Landlord for any significant work.

6.11 Painting

6.11.1 The Tenant must, at its cost, paint all parts of the Premises which have previously been painted, or should reasonably be painted when such painting is reasonably required and as set out in Schedule 2

6.11.2 The Tenant must carry out the painting in a proper and professional manner, in colours reasonably approved by the Landlord.

7. ALTERATIONS AND ADDITIONS

7.1 Alterations by Tenant

7.1.1 The Tenant must not install or use in the Premises internal partitions other than of a standard and specification previously approved in writing by the Landlord.

7.1.2 The Tenant must not install or place in the Premises any heavy item fixture or fitting which may (in the reasonable opinion of the Landlord) cause unreasonable noise or vibrations, overload the switchboard or cause structural or other damage to any part of the Building.

7.1.3 The Tenant must not make alterations or addition to the Premises nor install or alter any partitioning or temporary or permanent structures or fittings in the Premises without the Landlord's prior written approval, and :

- (a) in seeking the Landlord's approval to a proposed alteration, addition or installation the Tenant must submit plans and specifications of the proposed work;
- (b) if the Landlord agrees to grant its approval, then such approval may be granted subject to any conditions the Landlord considers appropriate, including:
 - (i) any such work be supervised by a person nominated by the Landlord;
 - (ii) any such work be executed by contractors or tradesmen in a proper and professional manner under the supervision of appropriately qualified persons approved by the Landlord with public liability insurance for an amount that in the reasonable opinion of the Landlord is adequate;
 - (iii) the Tenant obtains all necessary approvals or permits necessary to enable such proposed work to be lawfully effected and on request by the Landlord produces for inspection to the Landlord copies of all such approvals and permits;
 - (iv) upon completion of the works, the Tenant must produce to the Landlord any certificates of compliance issued by any such statutory or regulatory authority;
 - (v) the Tenant reimburses the Landlord any reasonable cost or expense that it incurs as a result of the installation, operation or removal of any such equipment fixture fitting or machinery if demanded.

7.2 Alterations by Landlord

7.2.1 The Tenant will permit the Landlord and any person authorised by the Landlord:

- (a) to carry out inspections of or modifications or additions to or other works on the Land (including the Premises where the Landlord has given reasonable prior notice to the Tenant); and
- (b) where the Landlord has given reasonable prior notice to the Tenant to enter the Premises for the purpose of carrying out such works

causing as little disturbance as is practical to the Tenant in undertaking such works provided that the Landlord may not commence to carry out any alteration or refurbishment to the Land (other than routine maintenance or repairs) that is likely to adversely affect the Tenant's use of the Premises unless:

- (c) the Landlord has given the Tenant at least one (1) month's notice of the proposed alteration or refurbishment; or
- (d) the alteration or refurbishment is required by an emergency and the Landlord has given the Tenant the maximum period of notice that is reasonably practicable in the circumstances;

- 7.2.2 Subject to the preceding subclause in an emergency the Landlord may without notice enter the Premises and carry out any works deemed necessary by the Landlord;
- 7.2.3 Except as permitted by the Act, the Tenant will not make any claim or commence any action against the Landlord for breach of this clause or otherwise in respect of such entry on to the Premises or the execution of any of the works contemplated by this clause.

8. ASSIGNMENT AND OTHER DEALINGS

8.1 Assignment, Subletting and Disposal of Tenant's Interests

- 8.1.1 The Tenant must not transfer or assign the Premises or any part thereof or assign, transfer or otherwise dispose of this Lease without the Landlord's prior written consent. The Landlord's consent may be withheld in the Landlord's absolute discretion except where the Act applies.
- 8.1.2 The Tenant must:-
- (a) request the Landlord's consent to an assignment, transfer or other disposition of the Premises or this Lease in writing.
 - (b) promptly provide the Landlord with information the Landlord reasonably requires about the financial standing and business experience of the proposed assignee.
 - (c) if the Act applies to this Lease, before requesting the Landlord's consent to a proposed assignment of the Premises or this Lease, furnish the proposed assignee with:-
 - (i) a copy of any disclosure statement given to the Tenant in respect of this Lease, and
 - (ii) details of any changes that have occurred in respect of the information contained in that disclosure statement since it was given to the Tenant (being changes of which the Tenant is aware or could reasonably be expected to be aware); and
 - (iii) any other procedural requirements set out in the Act.
- 8.1.3 To enable the Tenant to comply with the preceding subclause and if the Act applies to this Lease, the Tenant may, in writing, request the Landlord to provide the Tenant with a copy of the disclosure statement concerned and if the Landlord does not comply with such a request within 14 days after it is made, the preceding subclause will not apply to the Tenant in respect of the assignment transfer or other disposition in relation to which the disclosure statement applies.
- 8.1.4 Where the Act applies, the Landlord may withhold the Landlord's consent to the assignment of the Premises or this Lease in any of the following circumstances:-
- (a) if the proposed assignee proposes to change the use to which the Premises are put;

- (b) if the proposed assignee is unlikely (in the Landlord's reasonable opinion) to be able to meet the financial obligations of the Tenant under this Lease;
- (c) if the proposed assignee's business skills are inferior (in the Landlord's reasonable opinion) to those of the Tenant, or
- (d) if the Tenant has not complied with procedural requirements for obtaining the Landlord's consent.

8.1.5 Nothing in the preceding subclause will prohibit the Landlord from granting the Landlord's consent to an assignment, transfer or other disposition of this Lease subject to the Tenant complying with such reasonable conditions as the Landlord considers appropriate.

8.1.6 Nothing in the preceding provisions of this clause prevents the Landlord from requiring payment of a reasonable sum for legal or other expenses incurred in connection with such a consent (whether consent is granted or not).

8.1.7 The Landlord may as a condition of granting its consent require that the proposed transferee or assignee provide to the Landlord such guarantee or guarantees of the transferee's or assignee's performance of the Tenant's obligations under this Lease which the Landlord requires.

8.1.8 The Tenant must not:

- (a) grant a sub-lease, licence of concession for the whole or any part of the Premises;
- (b) part with or share possession of the whole or any part of the Premises;
- (c) mortgage or otherwise change or encumber the Tenant's interest in this Lease, without the Landlord's prior written consent, which consent the Landlord is not obliged to give notwithstanding anything to the contrary in this Lease.
- (d) If the Tenant is a company (except a company whose shares are listed on a stock exchange in Australia) a transfer of shares (except as a result of inheritance) totalling more than one half of the issued share capital of the Tenant; or of the controlling interest of the Tenant will be deemed to be an assignment of this Lease requiring the prior written consent of the Landlord.

8.2 Hiring out of Premises

The Tenant may hire the Premises to other persons or bodies on a casual or seasonal basis during such times notified by Landlord from time to time strictly in accordance with the following terms and conditions:

8.2.1 If the party wishing to hire the Premises intends to use any floodlights servicing the outdoor areas of the Premises, then unless the proposed use of the floodlights is restricted to times during which the Landlord has already given permission of floodlighting to be used, the Tenant must first obtain the Landlord's written consent.

- 8.2.2 The Tenant must notify the Landlord of the fees set by the Tenant for hiring out the Premises, including the function room rates and any changes to the hire fees within 14 days of the determination of or change in the hire fees.
- 8.2.3 If the Landlord considers at its discretion that the hire fees set by the Tenant are too high or too low (in comparison) with hire fees for similar facilities in those areas of the City of Holdfast Bay Council area then it may direct the Tenant to change the hire fees to a level set by the Landlord.
- 8.2.4 The Tenant must ensure that any hire agreement it enters into does not breach any provision of this Lease and is in such form notified and approved by Landlord.
- 8.2.5 On a quarterly basis and upon written request, the Tenant must provide the Landlord with a full report in relation to the hiring out of the Premises, such details to include the dates, times, name of the hiring party, event purpose, fees charged and any other details reasonably requested by the Landlord.
- 8.2.6 The Tenant must not unreasonably refuse to hire out or otherwise licence the Premises to any person, body or organisation upon receipt of a request to do so from the Landlord and/or any member of the public at any time other than when the Premises are:
- (a) actively in use by the Tenant; or
 - (b) on hire or licensed to another person, body or organisation pursuant to this clause.
- 8.2.7 When the Premises or the Building is being used for any function or is otherwise being used in relation to any hiring out, the Tenant must ensure that:
- (a) any noise is kept to a level that does not cause unreasonable annoyance or nuisance to any persons who occupy nearby space or premises; and
 - (b) the use and enjoyment of the Land by any other party or licensee then in possession of or otherwise using the Land is not unduly interfered with or otherwise impeded.

9. USE OF PREMISES

9.1 Permitted Use

- 9.1.1 The Tenant must use the Premises only for the purpose specified in Item 4 of Schedule 1 or other purposes incidental thereto or for such other purposes which the Landlord may give prior written permission for.
- 9.1.2 The Tenant must not use the Premises or any part thereof nor cause permit or allow anyone to sleep on the Premises, nor carry on or cause permit or allow to be carried on upon the Premises or any part thereof for any noxious noisome or offensive nature and must not use the Premises or any part thereof or cause permit or allow the same to be used for any unlawful purpose without the Landlord's prior written consent.

9.2 No Warranty by Landlord

The Tenant warrants to the Landlord that the Tenant has relied on the Tenant's own judgement and expertise and the Tenant's experts in deciding that the Premises are suitable for the Tenant's purposes and that the Landlord has given no promise, representation or warranty to the Tenant as to the use to which the Premises may be put and that the Tenant has satisfied itself thereof and the Tenant will be deemed to have accepted this Lease with full knowledge of, and subject to, any prohibition or restrictions on the use thereof under or in pursuance of any Act, Ordinance, Regulation, By-law or other statutory enactment or order of Court. Should the Permitted Use require the consent of any authority under or in pursuance of any such Act, Ordinance, Regulation, By-law or other enactment or order of Court the Tenant must obtain such consent at the Tenant's own cost and expense. To the fullest extent permitted by law all warranties as to suitability and as to adequacy implied by law are hereby expressly negated.

9.3 Licenced Premises

9.3.1 The Tenant must not:

- (a) serve, sell or provide to persons; or
- (b) consume or allow persons to consume;
- (c) alcoholic beverages on the Premises without the Landlord's consent.

9.3.2 Unless the Tenant first obtains the written consent of the Landlord, the Tenant must not apply for:

- (a) a liquor licence under the *Liquor Licensing Act 1997*; or
- (b) a gaming machine licence under the *Gaming Machines Act 1992*.

9.3.3 If the Tenant obtains a licence (or licences) as permitted by this clause, the Tenant must not do (or fail to do) or allow any of its employees, agents, contractors, licensees or invitees to do (or fail to do):

- (a) anything that is in breach of the *Liquor Licensing Act 1997* and/or the *Gaming Machines Act 1992* (as the case may be) or of the conditions of the relevant licence; or
- (b) anything that may result in the relevant licence being revoked or suspended.

9.4 Signs, notices and advertisements

9.4.1 The Tenant must not allow any advertisement notice poster hoarding or sign to be affixed to or placed near any window in the Building so as to be visible from the outside of the Building except where the Landlord's consent is obtained and where all relevant laws and statutory requirements are satisfied. Any signage approved by the Landlord at the request of the Tenant must comply with the requirements of this clause.

9.4.2 Any external signage approved by the Landlord for affixing to the exterior of the Building must comply with the Landlord's signage guidelines and obtain all planning approvals prior to installation. However, sponsorship signage funded by the Tenant will only be considered for approval in respect of the

northern and southern ends of the Building and the eastern wall, to a maximum of three (3) signs (one on each wall positioned parallel to the roofline) each having dimensions that do not exceed 3.0m x 1.5m unless the Landlord otherwise approves in writing.

- 9.4.3 All costs associated with the installation of signage to the Building exterior, its maintenance, removal and make good are the full responsibility of the Tenant.
- 9.4.4 Subject to the preceding subclause and obtaining the Landlord's prior written approval and any required statutory approvals, the Tenant may display appropriate advertising signage within the boundaries of the Land, provided such signs do not exceed dimensions of and width of 6 metres and height of 1 metre and are inward facing toward Rugby Field (as defined by special condition 4) unless otherwise approved by the Landlord in writing.

9.5 **Compliance with Acts, By Laws and Regulations**

The Tenant must at the Tenant's cost and expense:

- 9.5.1 comply with every notice order or requirement relating to the Premises and requiring any condition defect or want of reparation to be remedied which may be given or made to the Landlord or to the Tenant in pursuance of the *South Australian Public Health Act (2011)* and or the *Local Government Act (1999)* or Acts for the time being in force in the State of South Australia and or any other Act or Acts of Parliament or any by-laws rules or regulations made under or in pursuance of any such Act or Acts or purporting so to be and will comply therewith within the time limited therein for complying therewith. If the Tenant fails to comply with any statutory or regulatory obligations the Landlord may comply therewith (but it not be obligatory for the Landlord to do so) and all costs charges and expenses incurred by the Landlord in so doing will be a debt due and recoverable from the Tenant in the same manner in all respects as the rent is recoverable;
- 9.5.2 take such precautions against fire on and in respect of the Premises as are or may from time to time be required under or in pursuance of any Statute now or hereafter in force or which may be required by any authority (whether Governmental municipal civic or other) having jurisdiction in relation thereto and also at the Tenant's own expense in all things, do all such other acts matters and things in relation to fire safety as are or may from time to time be directed or required to be done or executed (whether by the owner or occupier of the Premises) by any authority (whether Governmental municipal civic or other) having jurisdiction in relation thereto pursuant to any law now or hereafter in force.

9.6 **Use of Premises and Provision of Emergency Number**

The Tenant must:

- 9.6.1 advise the Landlord (or where applicable the Landlord's Managing Agent) of the private address and telephone number of the Tenant's nominated emergency after hours contact and must keep the Landlord or the Landlord's Managing Agent informed of any change of such address or telephone number;

- 9.6.2 secure the Premises against unauthorised entry at all times when the Premises are left unoccupied and the Landlord reserves the right to enter upon the Premises and secure the Premises if left unsecured;
- 9.6.3 not do anything whereby the Services such as the working or efficiency of the air conditioning plant servicing the Building or the Premises may be affected;
- 9.6.4 upon the cessation of the Tenant's right to occupy the Premises, deliver to the Landlord or the Landlord's Agent all keys and or access cards to the Premises; and
- 9.6.5 observe the Rules and Regulations.

9.7 **Restrictions on Use**

The Tenant must not:

- 9.7.1 use or permit to be used for other than their designed purposes any of the fixtures or fittings in the Premises or the Building;
- 9.7.2 store or use inflammable or dangerous substances upon the Premises (except as may be necessary for the ordinary conduct of the Permitted Use of the Premises by the Tenant in which case the Tenant undertakes to notify the Landlord in writing of the maximum quantity of any such inflammable or dangerous substance that the Tenant intends to store on the Premises);
- 9.7.3 cause permit or allow on the Premises or in the Building anything which in the reasonable opinion of the Landlord may become a nuisance or disturbance obstruction or cause of damage whether to the Landlord or to other tenants or users of the Building nor use the Premises in any noisy noxious or offensive manner;
- 9.7.4 do any act or thing, or permit any activities which may discredit the Landlord;
- 9.7.5 obstruct or interfere with any of the entrances of the Building or Common Areas;
- 9.7.6 use or permit to be used any radio record player tape or video recorder television loudspeaker screen or other like equipment likely to be heard or seen from outside the Premises with exclusion of videoing for live streaming and training purposes, the PA system, scoreboard and siren as either installed by the Landlord, or otherwise approved by the Landlord in writing.

9.8 **Heavy Machinery**

- 9.8.1 The Tenant must not bring upon the Premises any heavy machinery or other plant or equipment not reasonably necessary or proper for the conduct of the Tenant's permitted use of the Premises. In no circumstances must the Tenant bring upon the Premises any heavy machinery or other plant or equipment:-
 - (a) of such nature or size or weight as to cause or (in the reasonable opinion of the Landlord) be likely to cause any structural or other damage to the floors or walls or any other parts of the Premises, the Building or the Land, or

- (b) of such construction or manufacture as to cause to emanate therefrom any noise or vibration or noxious odour fume or gas that could pervade the Premises or escape therefrom to the discernible notice of any person outside the Premises.

9.8.2 Prior to bringing upon the Premises any heavy machinery or other plant or equipment permitted to be brought upon the Premises the Tenant must inform the Landlord of the Tenant's intention so to do and the Landlord or the Landlord's architects or engineers may direct the routing installation and location of all such machinery plant and equipment . The Tenant must observe and comply with all such directions.

9.9 Locking mechanisms

9.9.1 The Tenant must not tamper with or change any lock of the Premises unless making minor adjustments to keep doors operational. The Landlord will at no cost to the Tenant, provide ten manual keys, twenty fobs and twenty bluetooth credentials at the Commencement Date. Any request for additional and replacement keys, fobs and access cards will assessed by the Landlord (consent not to be unreasonably withheld) and any the Tenant will be responsible for the costs incurred of procuring those additional keys, fobs and/or access cards. The Landlord will manage the electronic locking system, and the responsibility for maintenance is set out in Schedule 2. The Tenant is permitted to programme the keys, fobs and access cards through a digital system designated and owned by the Landlord, for the purpose of organised activities within the Permitted Use. In the event the Landlord or its agents are required to attend the Premises to provide access, the Tenant will pay a reasonable fee fixed by the Landlord or the Landlord's agent, within 28 days of demand for payment.

9.9.2 The Tenant must prepare and maintain an accurate register of all allocated access cards, keys and fobs, and must provide a copy of that register to the Landlord within 14 days of each request.

9.10 Use of Conduits

The Tenant must allow the Landlord and other occupiers of the Land the free and uninterrupted passage of gas water and electricity through and along the services including electrical services situated under in or on the Premises.

9.11 Blinds and Awnings

The Tenant must not erect or affix any blinds or awnings to the outside of the Premises or any blinds to the interior of the windows display windows or doors thereof or affix any fittings to the floors walls or ceilings of the Premises without the prior consent in writing of the Landlord which consent may be granted or refused or granted subject to conditions in the discretion of the Landlord.

9.12 Airconditioning

9.12.1 Where any plant machinery or equipment for heating cooling or circulating air is provided or installed by the Landlord in the Premises or in the Building for the benefit of tenants of the Building ("**airconditioning plant**"):

- (a) the Tenant must comply with and observe the reasonable requirements of the Landlord in respect of the airconditioning plant;
- (b) to the maximum extent permitted by law, the Landlord will be under no liability to the Tenant in respect of the Landlord's inability or failure to operate service maintain or repair the airconditioning plant at any time for any reason and the Tenant acknowledges that the Landlord does not warrant that the airconditioning plant (if any) is suitable or adequate for the business to be conducted in the Premises by the Tenant;
- (c) the Tenant must permit the Landlord and all persons authorised by the Landlord at all reasonable times on giving to the Tenant reasonable prior notice (except in the case of emergency where no notice is required) to enter the Premises to view the state of repair of the airconditioning plant.

9.12.2 Where any airconditioning plant is installed in the Premises or the Building for the exclusive use of the Tenant, the Tenant must keep such airconditioning plant in good repair, condition and working order and must pay all costs of operating and maintaining the same.

9.13 Electricity Supply

If the Landlord and the Tenant have entered into an agreement as to the supply by the Landlord to the Tenant of electricity for the Premises then the terms and conditions of such agreement will apply to the parties and any breach by the Tenant of that agreement will be deemed to be a breach by the Tenant of this Lease. In the absence of any such agreement between the Landlord and the Tenant, the following provisions apply:

- 9.13.1 If at the Commencement Date of this Lease the Landlord supplies electricity to the Premises and requires the Tenant to purchase such electricity from the Landlord, the Tenant must pay to the Landlord for all such electricity at such rate as the parties may agree from time to time and in the absence of such agreement at the maximum rate applicable under the *Electricity (General) Regulations 2012*.
- 9.13.2 Notwithstanding the preceding subclause, there is no obligation on the Landlord to supply or continue to supply electricity to the Premises and upon giving at least 60 days prior written notice to the other either:-
 - (a) the Landlord may elect to cease selling electricity to the Tenant, or
 - (b) the Tenant may elect to cease purchasing electricity from the Landlord.
- 9.13.3 If either the Landlord elects to cease selling electricity to the Tenant or the Tenant elects to cease purchasing electricity from the Landlord in accordance with the preceding subclause, the Tenant must on or before the time at which such sale and purchase is to cease pursuant to the notice given in accordance with the preceding subclause,
 - (a) enter into a contract to purchase electricity for the Premises from a licensed electricity retailer of the Tenant's choice,

- (b) ensure that any such contract contains a provision that such electricity retailer must provide details to the Landlord concerning the Tenant's consumption of electricity in or in relation to the Premises,
- (c) install at no cost to the Landlord such new or additional equipment and meters as may reasonably be necessary to supply and record the supply of electricity to the Premises.

9.13.4 If the Tenant is supplied electricity via an Inset Network (as defined in the *Electricity (General) Regulations 2012*) on the Land, the Tenant must pay to the Landlord the Tenant's share of Inset Network charges such share to be as is reasonably determined by the Landlord from time to time taking into account the quantum of electricity provided to the Premises and the quantum of electricity provided to other premises situate on the Land.

9.13.5 Where any solar panels plant is installed on the Building for the exclusive use of the Tenant, the Tenant must keep such solar panels plant in good repair, condition and working order, must pay all costs of operating and maintaining the same and must replace the plant at the end of life.

9.13.6 Save to the extent caused or contributed to by the Landlord's negligence, the Landlord shall not be liable to the Tenant for any failure of electricity supply to the Premises.

10. TENANT GOVERNANCE

The Tenant will provide to the Landlord:

- 10.1 upon request, a copy of its constitution;
- 10.2 upon request, a copy of any rules or by-laws of the Tenant in existence at the Commencement Date;
- 10.3 within 28 days of any amendments being made to the Tenant's constitution, rules or by-laws, a copy of those amendments;
- 10.4 by 30 November in each year a copy of the annual report of the Tenant including the balance sheets and auditor's report;
- 10.5 by 30 November in each year a copy of the Tenant's most recent adopted budget within 28 days of adoption if requested by the Landlord;
- 10.6 upon request from the Landlord a schedule of all subleases or other tenancies relating to the Premises; and
- 10.7 upon request from the Landlord or any employee, agent or contractor to examine all financial records and/or the minutes or any meeting of the Tenant or any committee of the Tenant.
- 10.8 any other documents that regulate the Tenant's governance and operations.
- 10.9 by 30 September in each year, a copy of the statements evidencing deposits of the required amounts (as per Item 10 of Schedule 1, special conditions 5.1 and 5.2) in the Tenant's maintenance fund.
- 10.10 upon request, any information in relation to the Tenant's use and occupation of the Premises and finances, .

11. INSURANCE

11.1 Tenant's Insurance

11.1.1 The Tenant must during the entire term hereof and any extensions hereto keep in full force and effect:-

- (a) a policy of public risk insurance with respect to the Premises and the business or businesses carried on in the Premises in which the limits of public risk must not be less than the amount referred to in Item 8 of Schedule 1. Such policy must include an extension to cover the Tenant's legal liability in respect of death or injury to any person and damage to property of any such person or to the Premises and must include an extension to cover the Tenant's liability in respect of the Landlord's property. The policy must name note the interest of the Landlord.
- (b) a policy of insurance covering the plate glass of the Premises and the Tenant's Property contained in or about the Premises to the full replacement value thereof against all usual risks including loss or damage by fire fire fighting activities fusion explosion lighting civil commotion storm tempest earthquake and malicious damage or accidental damage, and any other insurances required by law or which the Landlord reasonably requires for the amount the Landlord reasonably requires.

11.1.2 The Tenant must use the Tenant's best endeavours to ensure that each such policy contains a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty days prior written notice. The policy or a copy thereof or a certificate of insurance must be produced by the Tenant to the Landlord upon request in writing being made by the Landlord for the production thereof.

11.2 Insurance not to be affected

11.2.1 The Tenant must not do or store nor cause permit or suffer to be done or to be stored in or upon or in connection with the Premises anything whereby any policy or policies of insurance now effected or which may hereafter be effected on the Premises or any part thereof or on any adjoining premises belonging to the Landlord may be invalidated or become void or voidable or whereby any increased rate of premium may become payable under any such policy or policies of insurance.

11.2.2 Without prejudice to the preceding sub-clause, the Tenant must from time to time on demand by the Landlord pay to the Landlord all extra or excess premiums (if any) for all and any insurance effected by the Landlord (and if the Premises are or become part of land to which either the *Strata Titles Act* or the *Community Titles Act* applies, the body corporate) in relation to the Land and the buildings thereon and or the Premises required on account of extra risk caused directly or indirectly by the use to which the Premises are put by the Tenant and or required by reason of any breach by the Tenant of any covenants in this Lease.

12. INDEMNITY, RELEASE AND RISK

12.1 Indemnity

The Tenant indemnifies the Landlord against all claims, actions, damages, losses, costs and expenses of any nature which the Landlord may suffer or incur or for which the Landlord may become liable in connection with:

- 12.1.1 the Tenant's use or occupation of the Premises;
- 12.1.2 the overflow or leakage of water or any other substance into or from the Premises or arising out of any faulty fixture or fitting of the Tenant;
- 12.1.3 any accident or damage to property or injury or death suffered by any person arising from any occurrence in or near the Premises to any person or property using or near the Premises arising wholly or in part by reason of any act or omission by the Tenant and persons under the control of the Tenant;
- 12.1.4 any act or omission of the Tenant;
- 12.1.5 any fire from the Premises;
- 12.1.6 any breach of this Lease by the Tenant;

save to the extent that any such claim, action, damages, losses, costs and expenses are caused or contributed to by the negligent or wilful act or omission of the Landlord or its agents, employees or contractors.

12.2 Release

The Tenant releases the Landlord from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises, the Building and the Land except to the extent that it is caused or contributed by the Landlord's negligence.

12.3 Tenant to Occupy Premises at own Risk

The Tenant occupies and uses the Premises and the Land at the Tenant's sole risk.

13. TENANT'S YIELDING UP OBLIGATIONS

13.1 The Tenant must prior to vacating the Premises at the expiration or sooner determination of this Lease (or in the case of the determination of the Term of this Lease within a reasonable time after such determination):

- 13.1.1 complete any repairs and maintenance which the Tenant is obliged to carry out under this Lease;
- 13.1.2 remove all of the Tenant's Property in or on the Premises or the Land and immediately make good any damage caused by such removal excluding external signage;
- 13.1.3 wash down the Premises and treat as previously treated all internal surfaces of the Premises by painting staining polishing or otherwise to a specification reasonably approved by the Landlord and to the reasonable satisfaction of the Landlord;

- 13.1.4 replace all damaged and non-operative light bulbs and fluorescent tubes in the Premises with new light bulbs and fluorescent tubes; and
 - 13.1.5 thoroughly clean the Premises throughout, remove all refuse therefrom leaving the Premises in a clean, tidy, secure and safe condition;
 - 13.1.6 comply with all reasonable requirements and directions of the Landlord in respect of all removal and reinstatement works;
 - 13.1.7 hand over to the Landlord all keys and other security devices for the Premises which the Tenant has in its possession or control.
- 13.2 If the Tenant does not complete such removal and making good on the expiration of the Term of this Lease (or in the case of the determination of the Term of this Lease within a reasonable time after such determination) then (without prejudice to any other rights of the Landlord) the Landlord may undertake such obligations and the Tenant must repay on demand all reasonable costs and expenses incurred by the Landlord in so doing.
- 13.3 In addition to the preceding subclause, the Landlord may elect not to effect such removal of the Tenant's Property (including all partitions, alterations and additions) in which case the Landlord may by notice in writing given to the Tenant notify the Tenant that unless the Tenant has effected such removal within fourteen (14) days of the date on which such notice is given such partitions alterations or additions not removed by the Tenant will be forfeited to the Landlord and where the Tenant fails to comply with such notice such partitions alterations and additions will at the expiration of such fourteen (14) day period become the absolute property of the Landlord.
- 13.4 Until such time as the Tenant has complied with its obligations under clause 13.1 or the date upon which the same have been forfeited to the Landlord pursuant to the preceding subclause (whichever is the earlier) ("**the compliance date**"), the Tenant must pay by way of damages to the Landlord an amount which represents the rent payable immediately prior to the expiration or termination of this Lease calculated on a daily basis multiplied by the number of days between the compliance date and the date of expiration or termination of this Lease.

14. **LANDLORD'S OBLIGATIONS AND RIGHTS**

14.1 **Quiet Possession**

Provided that the Tenant pays the rent and all other outgoings and performs and observes the terms conditions and covenants on the Tenant's part to be performed or observed herein contained or implied may during the term or any extension thereof subject to the provisions of this Lease, the Tenant may quietly enjoy the Premises without unlawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

14.2 **Reservation of Services**

The Landlord reserves the right for itself and for all others authorised by the Landlord the passage to install any air conditioning equipment, fire sprinkler systems, pipes, ducts, cables, wiring, communications, water sewerage and drainage connections and any other services through or along or in or into the Premises and also access to and through the Premises at any time for the purpose of installing, maintaining or repairing any such equipment, systems, pipes, ducts, cables, wirings, connections

and Services and in such circumstances the Landlord will take reasonable steps not to unreasonably disturb the Tenant's use of the Premises .

14.3 **Costs of Proceedings**

If the Landlord may without fault on the Landlord's part be made a party to any litigation commenced by or against the Tenant by a third party, the Tenant must pay to the Landlord on demand by the Landlord all reasonable legal fees and disbursements (as between solicitor and client) incurred by the Landlord in connection therewith.

14.4 **Right to Enter**

14.4.1 At any time during the Term of this Lease the Landlord may (except in an emergency when no notice is required) enter the Premises after giving the Tenant reasonable notice:

- (a) to view the state of repair and condition of the Premises;
- (b) carry out any works on the Land or in or to the Building (including alterations, maintenance and redevelopment), but in these circumstances the Landlord will take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
- (c) restrict access to the Land including parking areas but in these circumstances the Landlord will take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
- (d) redirect pedestrian or vehicular traffic into, out of or through the Land;
- (e) close the Building in an emergency;
- (f) use, maintain, repair, alter and add to Building Services to or in the Premises, but the Landlord must take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
- (g) exclude or remove any person from the Land and in such case the Landlord will provide the Tenant with a reason;
- (h) to do anything the Landlord must or may do under this Lease or pursuant to any legal obligation;
- (i) to carry out and observe the Landlord's maintenance and repair obligations as set out in Schedule 2; and

and the Tenant will not be permitted to make any claim or abate any payment if the Landlord exercises any of its rights under this clause.

14.4.2 If the Landlord or the Landlord's agents or contractors find any defect decay or want of reparation in the Premises or find any state or condition thereof contrary to any covenant or agreement on the part of the Tenant contained in this Lease, the Landlord, or the Landlord's agent or contractor may give to the Tenant notice in writing to make good repair restore or amend the same within a reasonable time to be therein stated and the Tenant must within such time sufficiently and in good and proper and professional manner make good repair restore or amend the same to the reasonable satisfaction of the Landlord and if the Tenant fails to comply with any such notice the Landlord

may (but is not obliged to do so) by or with the Landlord's attorney agent and or contractors enter into and upon the Premises and carry out the requirements of such notice (causing as little disturbance to the Tenant as is practicable). All reasonable costs charges and expenses incurred by the Landlord in so doing will be a debt due from the Tenant to the Landlord payable on demand and recoverable in the same manner in all respects as the rent hereby reserved.

14.5 Interest on Overdue Amounts

If the Tenant does not pay an amount when it is due, and does not rectify such non-compliance within 14 days of written demand (or such other timeframe agreed in writing by the Landlord) then it must pay interest on that amount on demand from when the amount became due until it is paid in full. Interest is calculated on outstanding daily balances of that amount at the Default Rate.

15. DAMAGE TO BUILDING OR PREMISES

15.1 Subject to clause 15.2, if the Building of which the Premises forms part is damaged:-

- 15.1.1 the Tenant is not liable to pay rent or Outgoings or other charges that are attributable to the period during which the Premises cannot be used or are inaccessible due to that damage;
- 15.1.2 if the Premises are still useable but their useability is diminished due to the damage, a fair and just proportion of the rent, Outgoings and other charges payable by the Tenant pursuant to this Lease having regard to the nature of the damage shall abate from the date of the damage until the date that the Premises have become useable. If any dispute as to the amount of rent, Outgoings and charges to be abated arises, the same will be determined by a licensed valuer appointed by the President of the South Australian Division of the Australian Property Institute (or should that body have ceased to exist, the President or other principal officer for the time being of such body or association as then serves substantially the same objects) at the request of the Landlord;
- 15.1.3 if the Landlord notifies the Tenant in writing that the Landlord considers that the damage is such as to make its repair impractical or undesirable, the Landlord or the Tenant may terminate this Lease by giving not less than seven days' notice in writing and neither party shall have any claim for or right to recover any compensation by reason of such termination save in respect of any antecedent breach or default or any claim regarding the cause of such damage;
- 15.1.4 if the Landlord fails to repair the damage within a reasonable time after the Tenant requests the Landlord in writing so to do, then the Tenant may terminate this Lease by giving not less than seven days' notice in writing of termination to the Landlord.

15.2 Damage caused by Tenant

If the damage to the Building was caused or contributed to by the wrongful act or negligence of the Tenant no proportion of the rent, Outgoings and charges shall be abated and the Tenant will not be entitled to terminate this Lease.

15.3 Set off

The Landlord may, by notice to the Tenant, set off any amount due by the Tenant to the Landlord under this Lease or otherwise against any amount due by the Landlord to the Tenant under this Lease.

16. REDEVELOPMENT AND DEMOLITION

16.1 The Tenant acknowledges that:-

- 16.1.1 the Landlord may during the term of this Lease decide to refurbish, repair, redevelop or extend the Premises and/or the Building and land of which the Premises form part;
- 16.1.2 the Landlord will suffer harm expense and loss if the Landlord elects to do so and is unable to obtain vacant possession of the Premises;
- 16.1.3 the Landlord has only agreed to the Tenant's offer to lease the Premises on the condition the Landlord can obtain vacant possession of the Premises for the purpose of so refurbishing, repairing, redeveloping or extending as and when required by the Landlord; and
- 16.1.4 this Lease is expressly subject to a condition precedent that the term of this Lease be subject to the Landlord's right to refurbish, redevelop or extend.

16.2 If during the Term or any extension of the Term of this Lease the Landlord elects to refurbish, repair, redevelop or extend the Premises, the Building or the Land of which the Premises form part or any part thereof and the Landlord provides to the Tenant details of the proposed repair, redevelopment or extension sufficient to indicate a genuine proposal to refurbish, repair, redevelop or extend within a reasonably practicable time after the date upon which the Landlord requires vacant possession of the Premises, then the Landlord may on or after the commencement of this Lease:

- 16.2.1 give to the Tenant not less than six (6) months written notice requiring the Tenant to relocate its business to other premises in the Building or on the Land (the "**new premises**") specifying the date on which the Landlord requires vacant possession of the Premises and requires the Tenant to relocate to the new premises (the "**relocation date**") whereupon:-
 - (a) this Lease will terminate on the relocation date; and
 - (b) not less than seven (7) days prior to the relocation date the Tenant must upon receipt of the same from the Landlord execute and deliver to the Landlord:-
 - (i) a surrender of this Lease in registrable form by mutual consent and for no monetary or other consideration effective from the relocation date; and
 - (ii) a lease of the new premises from the relocation date which lease will be upon the terms and conditions hereinafter appearing; and
 - (iii) the Tenant's registered duplicate copy of this Lease; and
 - (c) the Tenant must vacate the Premises and relocate to the new premises on the relocation date.

16.2.2 the relocation to the new premises will be upon the following terms and conditions:

- (a) the new premises must (in the reasonable opinion of the Landlord) be of comparable quality and utility to the Premises and Rugby Field (as defined in special condition 4);
- (b) the Landlord will, at its cost, move the Tenant's stock from the Premises to the new premises;
- (c) the lease of the new premises shall be on the same terms and conditions as this Lease (changed as necessary),

and the Tenant may, not later than one month (time being of the essence) of receiving the written notice of relocation from the Landlord, notify the Landlord in writing that the Tenant does not intend to enter into a lease for the new premises, in which case the Tenant shall vacate the Premises on the relocation date without any right to compensation or damages from the Landlord by reason of termination of this Lease.

16.2.3 give to the Tenant not less than six (6) months written notice requiring the Tenant to vacate the premises specifying the date on which the Landlord requires vacant possession of the Premises (the "**termination date**") whereupon:-

- (a) this Lease will terminate on the termination date; and
- (b) not less than seven (7) days prior to the termination date the Tenant must upon receipt of the same from the Landlord execute and deliver to the Landlord such documents as the Landlord reasonably requires to effect a surrender of this Lease as at the termination date; and
- (c) the Tenant must vacate the Premises on the termination date.

and the Tenant may at any time after receipt of notice of termination from the Landlord terminate this Lease upon giving not less than seven (7) days prior notice in writing to the Landlord.

16.3 **Damage to Goods or Person**

Except to the extent caused by the negligent or wilful act or omission of the Landlord, its servants or agents, the Landlord its attorney or agent shall not be under any liability to the Tenant for any loss expense or damage sustained by the Tenant or any invitee of the Tenant arising out of personal injury or destruction of or damage to goods chattels furniture or effects howsoever caused including by water gas or electricity bursting overflowing leaking or escaping (as the case may be) from any water gas electrical apparatus installation fitting pipe sewer wiring roof or roof gutter down pipe or storm water drain (as the case may be) on in or connected to or appurtenant to the Premises and/or the Building.

17. **RULES AND REGULATIONS**

17.1 The Landlord may (in consultation with the Tenant) from time to time make such rules and regulations that the Landlord considers necessary for the management, safety, security, care of or cleanliness of the Premises or the Building.

- 17.2 The Landlord reserves the right to amend from time to time the Rules and Regulations.
- 17.3 The Rules and Regulations bind the Tenant when it receives notice of the Rules and Regulations from the Landlord.
- 17.4 If there is any inconsistency between this Lease and the Rules and Regulations, then this Lease prevails.
- 17.5 A failure by the Tenant to comply with the Rules and Regulations is a breach of this Lease.
- 17.6 The Rules and Regulations applicable at the date of this Lease are those appended to this Lease.

18. **EXTENSION OF TERM**

If not more than six months nor less than three months prior to the expiration of the Term the Tenant gives to the Landlord notice in writing of its desire to extend the Term and if the Tenant is not in breach of any of the covenants agreements and conditions on the part of the Tenant to be performed and complied with, the Tenant will be entitled to an extension of the Term for the further period referred to in Item 9 of Schedule 1 at a rent to be fixed in the manner provided by the terms of this Lease but otherwise upon the same terms and conditions as are herein contained with the exception of this right of renewal.

19. **ESSENTIAL TERMS, RE-ENTRY, BREACH, DAMAGES**

19.1 **Essential Terms**

The clauses of this Lease referred to in Item 11 of Schedule 1 are essential terms of this Lease and the Landlord may at its option treat any breach or default by the Tenant in the observance or performance of its obligations under any of such clauses as a repudiation by the Tenant of this Lease.

19.2 **Power of Re-entry**

If:

- 19.2.1 the rent or any part of it is unpaid for sixty (60) days after any of the days on which it should have been paid (although no formal or legal demand may have been made for payment); or
- 19.2.2 the Tenant commits or permits to occur any other breach or default in the due and punctual observance and performance of any of the terms of this Lease and fails to remedy the breach within a period of 14 days of written notice from Landlord (or such shorter time as the Landlord may in any particular case reasonably stipulate); or
- 19.2.3 any property in or on the Premises is seized or taken in execution under any judgment or other proceedings; or
- 19.2.4 the Tenant ceases to be able to pay its debts as they become due; or
- 19.2.5 any step is taken to enter into any arrangement between the Tenant and its creditors; or

- 19.2.6 any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Tenant's assets or business; or
- 19.2.7 the Tenant is deregistered or dissolved or any step is taken by any person towards that;

then the Landlord or the Landlord's attorney or duly authorised agent, solicitor or representative may without notice to the Tenant re-enter into and upon the Premises or any part thereof in the name of the whole and use and enforce all such ways and means and adopt all such measures as may be necessary or expedient for the purpose of effecting such re-entry by force or otherwise as the occasion may require without being liable for any loss expense damage action suit or proceeding or cost and to hold and enjoy the Premises as if these presents had not been made and thereupon the Tenant's leasehold interest in the Premises will cease and determine.

19.3 Damages generally

The Landlord's entitlement to recover losses, damages, costs or expenses will not be affected or limited by:

- 19.3.1 the Tenant abandoning or vacating the Premises;
- 19.3.2 the Landlord re-entering the Premises and/or terminating the Tenant's leasehold interest in the Premises;
- 19.3.3 the Landlord accepting the Tenant's repudiation;
- 19.3.4 conduct of the parties which may or shall constitute a surrender by operation of law.

20. NOTICES

Any notice or other document required to be given or served under this Lease may be given or served:

- 20.1 by personal service or hand delivery, which will be deemed to have been given upon receipt;
- 20.2 by ordinary or registered post or facsimile transmission to the last place of business or residence known of the party, and any notice or other document will when given or served by either of the methods mentioned above be deemed to have been given or served and received by the other party three (3) days after the date of posting or delivery at the document exchange whether actually received or not AND in the case of any notice or document required to be served or given by the Landlord to the Tenant the same may be signed on behalf of the Landlord by its agent, manager, secretary assistant, secretary or solicitor and may be either addressed or delivered to the Tenant at the address of the Premises or such other address of the Tenant as the Tenant may specify in writing from time to time;

- 20.3 or by email to such email address as the Landlord and/or Tenant may from time to time advise the other in writing for the purposes of this Lease and such notice will be deemed to have been given 24 hours after the email was sent, unless the party sending the email has not received a delivery confirmation receipt or knows or ought reasonably to suspect that the e-mail was not delivered to the addressee's domain specified in the email address.

21. COSTS

- 21.1 Each party will bear its own costs in respect of the preparation, negotiation, execution and stamping of this Lease.
- 21.2 Subject to any limits imposed by the Act the Tenant must pay all stamp duty and registration fees in respect of this Lease and any renewal, extension, surrender, assignment or transfer of this Lease and any other incidental documents including any lease plan costs.

22. MISCELLANEOUS

22.1 Holding Over

If the Tenant continues in occupation of the Premises after the expiration of the Term or any extension thereof with the consent of the Landlord the Tenant will thereupon become or be deemed to be a monthly tenant of the Landlord at a rent determined in accordance with the provisions of this Lease, and such tenancy will be subject to such of the conditions and covenants contained in this Lease as are applicable to a monthly tenancy.

22.2 Waiver

No waiver by the Landlord of any breach or non-observance by the Tenant of any covenant herein contained shall constitute a general waiver of the obligations of the Tenant.

22.3 Acceptance of Rent Arrears

In respect of the Tenant's obligations to pay rent the acceptance by the Landlord of arrears of or any late payment of rent will not constitute a waiver of the essentiality of the Tenant's obligations to pay rent on the dates hereinbefore set out for payment of rental or in respect of the Tenant's continuing obligation to pay rent during the Term.

22.4 Kiosks and Marquee

- 22.4.1 The Landlord may erect kiosks and marquees on the Land for a particular day or days where a sporting game or match will be held. If the Landlord causes any damage to sub-surface services by the erection of marquee(s) or other temporary structures then the costs of repairs will be the full responsibility of the Landlord.
- 22.4.2 The Tenant may erect kiosks and marquees on the Land for a particular day or days where a sporting game or match will be held, subject to certain conditions and requirements of the Landlord from time to time. Such conditions will include an obligation on the Tenant to ensure that such marquee(s) is either securely tied down and/or weighted in a manner to prevent damage to sub-surface irrigation. The cost of repairs to all damage

(to sub-surface services) caused by the erection of marquee(s) or other temporary structures will be the full responsibility of the Tenant

22.5 **No Caveat**

The Tenant must not lodge or cause or permit to be lodged any absolute caveat over the certificate of title for the Land or the Premises.

22.6 **Landlord and Tenant Act**

A notice under section 10 of the *Landlord and Tenant Act 1936 (SA)* must allow 14 days for the Tenant to remedy a breach of this Lease if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Landlord. No period of notice is required in respect of non-payment of rent.

22.7 **Power of Attorney**

If the Landlord becomes entitled to terminate this Lease and re-enter and take possession of the Premises (a statutory declaration of any duly authorised officer, employee or agent of the Landlord will be conclusive evidence for the purpose of the Registrar-General) then the Tenant irrevocably appoints the Landlord as the attorney of the Tenant to execute any documents and perform any acts the Landlord requires to give full effect to the power of re-entry under the *Real Property Act 1886 (SA)*. The Tenant must execute any documents and perform any acts the Landlord requires to give full effect to the power of re-entry under the *Real Property Act 1886 (SA)*.

22.8 **Special Conditions**

This Lease is subject to the special terms and conditions (if any) specified in Item 10 of Schedule 1 and if there is any inconsistency between any such special terms and conditions and any of the provisions of this Lease and/or the Rules and Regulations then such special terms and conditions will prevail.

SCHEDULE 1

ITEM 1 TENANT (clause 1.18)

Name: Brighton Rugby Union Football Club Incorporated

ABN: 30 403 341 350

Address: 410-420 Brighton Road, Hove SA 5048

ITEM 2 PREMISES (clause 1.12)

That portion of the land comprised in Certificate of Title Register Book Volume 5748 Folio 561 and Volume 5750 Folio 187 and known as 410-420 Brighton Road Hove SA 5048 being the area bordered in red on the plan contained in Schedule 3

ITEM 3 THE LAND (clause 1.8)

The whole of the land comprised in Certificate of Title Register Book Volume 5748 Folio 561, Volume 5750 Folios 187, Volume 5748 Folio 558, Volume 5748 Folio 560, Volume 5733 Folio 512, Volume 5750 Folio 183, Volume 5750 Folio 184, Volume 5750 Folio 182, Volume 5750 Folio 186 and Volume 5750 Folio 185

ITEM 4 PERMITTED USE (clause 9.1)

The provision of community recreational rugby, touch rugby club, hiring of the Premises and the Rugby Field on the terms contained in clause 8 and special condition 4 and/or such other use or uses as the Landlord may consent to

ITEM 5 TERM (clause 1.21)

A term of five (5) years commencing on [DATE] (**Commencement Date**) and expiring at 11.59PM on [DATE]

ITEM 6 COMMENCING RENT (clause 3)

\$4,790.00 per annum exclusive of GST, subject to review

ITEM 7 RENT REVIEW (clause 3)

(a) Fixed Review Dates: The rent will be reviewed as follows:

First anniversary of this Lease: \$6,384.00 per annum plus GST

Second anniversary of this Lease: \$7,977.00 per annum plus GST

Third anniversary of this Lease: \$9,571.00 per annum plus GST

Fourth anniversary of this Lease: \$11,164.00 per annum plus GST

- (b) CPI Review Dates: from [DATE] each year during the Term if the Term is renewed or extended

ITEM 8 PUBLIC RISK INSURANCE (clause 11)

TWENTY MILLION DOLLARS per claim and unlimited in the annual aggregate or such higher amount as the Landlord may from time to time reasonably require.

ITEM 9 EXTENSION OF TERM (clause 18)

One further term of five (5) years commencing on [DATE] and expiring on [DATE], if exercised in accordance with clause 18

ITEM 10 SPECIAL CONDITIONS (clause 22.8)

1. **Child Safe Environment**

- 1.1 The Tenant acknowledges that the City of Holdfast Bay is committed to providing a child safe environment (as defined by the *Children's Protection Act 1993*) at all times. A child safe environment is 'an environment, which is both child-safe and child-friendly, where children are valued and feel respected and encouraged to reach their full potential.'
- 1.2 The Tenant represents to the Landlord that it has fulfilled and will ensure that it continues to fulfil its requirements under the *Children's Protection Act 1993* in relation to occupying the Premises for the Permitted Use.
- 1.3 The Tenant must act in the best interests of the community at large.
- 1.4 The Tenant must at the request of the Landlord provide a current police clearance or the relevant criminal history screening certificate under relevant legislation for the Tenant or any of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who provide services from the Premises.
- 1.5 If the Landlord makes a request of the Tenant under this special condition, the Tenant must provide the requested documents to the Landlord within 10 Business Days of such request. Failure to do so will be considered a breach of an essential term of this Lease.

2. Tenant's Fitout

2.1 The Tenant must carry out its Fitout Works:

- (a) in a proper and professional manner;
- (b) in a manner that does not expose people to a health and safety risk;
- (c) using good quality materials;
- (d) in accordance with the Tenant's plans and specifications approved by the Landlord;
- (e) in accordance with all approvals and the requirements of authorities;
- (f) in accordance with the reasonable directions of the Landlord and the Landlord's representative;
- (g) in a manner so as not to:
 - (i) disturb other contractors or occupants of the Building; or
 - (ii) prevent or hinder access to the Premises or any part of them by the Landlord or any person authorised by the Landlord;

2.2 In carrying out the Fitout Works the Tenant must:

- (a) ensure that the Tenant's employees, contractors, agent and invitees comply with the requirements of all relevant building site awards and conditions relevant to the construction of the Fitout Works;
- (b) not bring any heavy items of machinery into the Premises likely to damage the Building without the prior approval of the Landlord;
- (c) use the access paths, loading dock and lifts in the Building only to the extent approved from time to time by the Landlord or the Landlord's representative (each acting reasonable), having regard to the requirements of other occupants of the Building; and
- (d) ensure that any defects in the Fitout Works are rectified promptly.

2.3 The Fitout Works and the use by the Tenant of the Land, the Building and the Premises are at the Tenant's risk except to the extent caused by the wilful or negligent act or omission of the Landlord.

2.4 In this special condition, "**Fitout Works**" means the works and installations to fit out and prepare the Premises to the Tenant's occupational requirements as depicted in the plans and specifications approved by the Landlord.

3. Tenant's Fixtures and Fittings

3.1 For the avoidance of doubt, the Tenant acknowledges that the Landlord has no liability or responsibility for any fixtures, fittings and/or other items installed, owned or otherwise brought onto the Premises by the Tenant.

4. **Licence**

- 4.1 The Tenant may access and use the area bordered in red on the plan attached at Schedule 4 (**Rugby Field**) during official Tenant training times as approved by the Landlord and during official Rugby SA fixtures and for the purposes of the Permitted Use, and the terms and conditions of this Lease apply to the Licence mutatis mutandis.
- 4.2 The licence conferred by this special condition does not confer on the Tenant any tenancy, estate or interest in the Rugby Field or the Land.
- 4.3 Without limiting and notwithstanding any other release provided by the Tenant in this Lease, the Tenant agrees that the Landlord is not liable for any death or personal injury to the Tenant or its patrons or customers while accessing, occupying or using the Rugby Field except to the extent caused or contributed by the negligence of the Landlord.
- 4.4 Without limiting and notwithstanding any other indemnity provided by the Tenant in this Lease, the Tenant indemnifies the Landlord against all actions, liabilities, claims or demands for any loss, damage, injury, or death incurred or suffered directly or indirectly by the Landlord or any other person in connection with the Tenant's access, occupation or use of the Rugby Field except to the extent caused or contributed by the negligence of the Landlord.
- 4.5 Any breach of the licence granted pursuant to this special condition by the Tenant is a breach of this Lease by the Tenant and any breach of this Lease by the Tenant is a breach of the Licence granted pursuant to this special condition subsisting at the time of the breach of the lease by the Tenant.
- 4.6 The Tenant must (on demand) remedy any damage (not including reasonable wear and tear) caused to the Rugby Field by the Tenant's access, occupation and/or use.
- 4.7 The Tenant must ensure the Rugby Field is kept and left in a clean, neat and tidy condition at the end of each use.
- 4.8 The Tenant may coordinate and facilitate hiring out of the Rugby Field strictly subject to the procedure set out in clause 8.2 of this Lease. Any ongoing and regular use of the Rugby Field must be recorded in a sub-licence agreement which is subject to the prior written approval of the Landlord.

5. **Maintenance Fund**

- 5.1 The Tenant undertakes to the Landlord that it must (on or before entering into this Lease) establish and maintain an account for maintenance to the Premises, and ensure that at least \$7,500 is deposited into an interest earning account each year during the Term which may be applied as follows:
- (a) the amount of money contributed to this account in a year may be reduced by deducting the value of any work done to the Premises during that year without charge by or on behalf of the Tenant;

- (b) monies may be withdrawn from this account by the Tenant for the purpose of undertaking maintenance to the Premises;
- (c) in the event that the Tenant undertakes major capital improvement works to the Premises or the Rugby Field (as defined by special condition 4) the requirement for this annual contribution may be waived at the discretion of the Landlord upon the written request of the Tenant.

5.2 The Tenant will provide to the Landlord on the Commencement Date and annually thereafter, true and complete copies of all statement evidencing such contributions including annual statements. The Tenant agrees that it will not deduct, withdraw or apply any moneys deposited into the holding account without the Landlord's prior written consent. The Tenant further agrees that the moneys held in the holding account will be applied for replacement as reasonably notified by the Landlord.

6. **Special events and community programs**

- 6.1 The Tenant acknowledges that the Landlord may from time to time use the field and clubrooms for special or major sporting, community or other events.
- 6.2 The Tenant must accommodate the Landlord with up to three special or major sporting, community or other events per financial year, of a duration of 2 days maximum each. The Landlord will provide no less than 90 days written notice to the Tenant.
- 6.3 The Landlord will endeavour to select dates for special events that do not conflict with the Tenant's official training and fixtures. If required, the Landlord will assist to relocate the Tenant during the affected hours, however the relocation is not guaranteed.
- 6.4 The Landlord will be authorised to access and use the Premises (not including the bar area and stock belonging to the Tenant) free of charge for the sole purpose of running community programs organised and led by the Landlord, up to 4 hours a week on any Monday to Friday (inclusive) during the hours of 9am to 5pm and outside of designated training and game times. The Tenant must accommodate exclusive access to the function room, and non-exclusive access to the kitchen, toilets and all common areas for the duration of these programs. Times and dates will be scheduled a minimum of 2 months in advance and negotiated to not unreasonably conflict with the Permitted Use.

7. **Other**

- 7.1 Within 6 months of the date of this Lease (and at the same time as requesting any renewal of this Lease), the Tenant must provide to the Landlord, a copy of its approved strategic business plan (including budgetary projections) conducive to increase revenue, membership (and sports players including female and junior participation). The Landlord will provide reasonable assistance to the Tenant if requested, provided that the Tenant is responsible for the content and all matters relating to the business plan, budgetary statements and related documents.

- 7.2 The Landlord will maintain the Rugby Field (as defined by special condition 4) during the Term to a higher standard than a public reserve (as specified in the Landlord's Community Leasing Policy) and on this basis, the commencing rent includes the Tenant's contribution to the additional maintenance costs the Landlord will incur.
- 7.3 The Tenant must allow the Premises to be hired for or used by community groups for community sport services when not required by the Tenant for training or match commitments.
- 7.4 The Tenant is permitted to (and will be responsible for) marking out the Rugby Field (as defined by special condition 4) and all costs associated therewith.
- 7.5 The Tenant must provide to the Landlord on or before the Commencement Date and on each anniversary of the Commencement Date during the Term evidence of annual inspections/servicing of the Premises and Services in a form satisfactory to the Landlord, including but not limited to copies of all compliance certificates from the relevant authorities regarding fire safety, white ants, air conditioning, grease arrestors, electrical and essential safety provisions.
- 7.6 The Tenant must leave the Premises (including, the Rugby Field and all Common Areas) in a clean and tidy state at the end of each use.
- 7.7 Except as permitted by clause 9.3 of this Lease, the Tenant must not under any circumstances allow alcohol onto the Land and must ensure that its patrons, members and visitors do not bring alcohol onto the Land.
- 7.8 The Tenant must provide to the Landlord on or before the Commencement Date and on each anniversary of the Commencement Date during the Term evidence of annual inspections/servicing of the Premises and Services in a form satisfactory to the Landlord, including but not limited to copies of all compliance certificates from the relevant authorities regarding air conditioning, grease arrestors, electrical and essential safety provisions. The Tenant must at the same time provide to the Landlord a program that specifies planned and scheduled maintenance in relation to the Premises for the coming lease year.

ITEM 11 ESSENTIAL TERMS (clause 66)

Clauses 3.1, 4, 5, 6, 7, 8, 9.1, 9.3, 10, 11, 12, 17, 22.8 and any obligations imposed on the Tenant pursuant to Item 10 of this Schedule

SCHEDULE 2 - Maintenance Schedule

This schedule outlines the particular responsibilities of Landlord and the Tenant, where applicable, and must be read in conjunction with relevant provisions within this Lease including **clauses 6 and 14.5** to the extent of any inconsistency with this Maintenance Schedule and the main provisions of this Lease, this Maintenance Schedule will prevail.

In this Schedule 2:

- *All references to “useful life” and “end of life” must be interpreted as being the period over which an asset is expected to be available for use by the Tenant if properly maintained and repaired in good order, and the asset has fully depreciated such that it has no economic life;*
- *all references to “periodically” must be interpreted to any program or time frame stated within any manufacturing specifications, Australian Standards or industry best practice benchmarking, as notified by the Landlord to the Tenant from time to time.*

Building - External

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Storm water system	Clean gutters, downpipes and storm water drains – keep free of debris to prevent blockages.		As required	Repair/replace at end of natural life unless damage caused by Tenant
Storm water pits and pumps	Nil responsibility unless damage caused by Tenant.		As required	Full responsibility unless damaged caused by Tenant
Windows internally and externally, including frames and screens etc.	Clean including frames. Replace broken glazing, repair as required.		Minimum twice a year	Replace frames, glazing and opening/closing mechanisms at end of natural life unless damage caused by Tenant.
Sewer mains and external pipes	Nil		As required	Keep clear of blockages Repair/replace at end of natural life unless damage caused by Licensee's negligence.

Roof and guttering	Keep guttering clean and free of debris at all times		Twice a year	Repair leaks to the roof and repair or replace roof covering
Roof Safety Systems	Nil responsibility	Nil responsibility unless damaged caused by tenant.	Periodically	Full responsibility to maintain and replace at end of life.
Doors/locking mechanisms	Minor adjustments to keep doors operational. Repair (e.g. if door hinge/lock broken, repair/replace locks, door coverings)	Option	As required	Replace mechanisms at end of natural life unless damaged caused by the Tenant.
Building keys, fobs & access cards		Additional, replacement or programming of keys, fobs or cards	As required	Replace system at end of natural life. Council will retain the main master key system and will issue keys and fobs as required.
Solar Panels	Full responsibility. Replace at end of life at Tenant's discretion		As required	Nil responsibility, except for removal and reinstatement of system if required for landlord to undertake works.
Walls	Wash, clean periodically.	Option	Annually	Nil responsibility.
	Repair, touch up and repaint damage caused by Tenant and their activities.	Option	As required	Maintain structural stability. Remove graffiti. Periodic repair and painting (e.g. every 10 years) unless damage caused by the Tenant
Glass	Keep clean and maintain. Replace if broken or damaged.		As required	Remove graffiti. Replace structure at end of natural life.
Stairwells/staircase	Keep free of rubbish and debris. Keep access/ egress area clear.		As required	Repair and replace including balustrades, treads risers and landings. Replace at end of natural

				life.
Paint finishes	Touch up and repaint where damaged in between Council periodic paints	Option	As required	Periodic painting (e.g. every 10 years) unless caused by the Tenant and their activities.
Signs installed by Tenant	Maintain, clean and replace		As required	Nil responsibility.
Security lights	Nil responsibility for maintenance, unless damaged by Tenant and their activities. Pay for electricity costs		As required	Maintain and replace lights fittings and any globes.
External Pipes	Repair damage and blockage caused by tenant's negligence.		As required	Replace at end of natural life. Remove tree roots if damaged caused by trees on landlord's land.
General Cleaning, including shed and storage areas.	Full responsibility maintain and keep clean and tidy including surrounds within the leased area.		Periodically	Nil responsibility.
Tenant's fixtures and fittings	Full responsibility.			Nil responsibility.
Balcony's balustrade	Repair, touch up and repaint damage caused by Tenant.	optional	Periodically	Maintain structural stability. Periodic repair and painting (e.g. every 10 years). Replace at end of natural life.
Pest removal in the whole leased area except for bees and wasps	Full responsibility.		As required	Nil responsibility except for bees and wasps.

External Site Surfaces

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
External fence around storage compound on the Land	Keep clean and tidy.		As required	Remove graffiti. Maintain and replace at end of natural life.
Building apron/ walkway and/or Garden areas	Keep clean and unobstructed. No storage of waste.		At all times	Maintain and replace.
Storage shed / compound	Keep clean, maintain, repair and replace as required. No storage outside of designated storage areas.		As Required	Nil responsibility.
Car parks	Nil responsibility unless damage caused by Tenant		Periodically	Full responsibility.
Internal roads line marking	Nil responsibility unless damage caused by Tenant		Periodically	Full responsibility.
Watering / irrigation systems	Nil responsibility unless damage caused by Tenant		Periodically	Full responsibility unless damage caused by Tenant
Tree pruning and care	Nil responsibility unless damage caused by Tenant		As Required	Full responsibility unless damage caused by Tenant
Retaining Walls	Nil responsibility unless damage caused by Tenant		As Required	Maintain, Replace at end of natural life.
Line marking of rugby field	Full responsibility		Periodically	Nil responsibility
Maintenance and replacement of sporting field including warm up	Nil responsibility unless damage caused by Tenant (excluding wear and tear).		As Required	Full responsibility unless damage caused by Tenant

area				
Goal posts	Full responsibility including replacement		As Required	Nil responsibility
Field lighting (including warm up area)	Full responsibility including replacement at Tenants discretion		As Required	Nil responsibility
Score board	Full responsibility including replacement (at Tenant's discretion)		As Required	Nil responsibility
Memorial sites and fundraising pavers	Full responsibility including replacement and/or land remediation		As Required	Nil responsibility
Signs installed by Landlord (including entry statement)	Nil responsibility unless damage caused by tenant.		As Required	Full responsibility unless damage caused by Tenant
Bench and/or other sitting arrangements owned by the Tenant	Keep clean, maintain, repair and replace as required.		As Required	Nil responsibility
Pest removal including bees on licensed grounds	Nil responsibility.		As Required	Full responsibility

Building internal

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Water, sewer and gas piping	Keep free from blockages – unblock / repair drains, unless caused by the Landlord Repair damage caused by Tenant.		As required	Repair / unblock drains where damage caused by Landlord. Replace at end of useful life.
Hot water systems	Utility costs associated with HWS.		As Required	Maintenance and replacement at end of life.
Change rooms, fit out and finishes	Full responsibility. Keep clean and tidy.		Periodically	Replacement at end of life.
Lift	Keep clean and tidy.	Repair damage caused by tenant.	Periodically	Lift Registration Licence. Periodic servicing, Maintenance, breakdowns, callouts and Replacement at end of life.
Security Alarm System and general Cameras		Call outs or attendance by security patrols or MFS caused by the Tenant and their activities. Any approved changes to the system or its configuration that are requested by the Tenant.	Periodically	Oversee any additions or changes. Manage Council owned CCTV. Configuration of the systems, servicing, maintenance and monitoring. Replacement at end of life
POS CCTV equipment	If Point of Sale CCTV equipment is not installed as part of the building security and CCTV system, Manage	If Point of Sale CCTV equipment installed as part of the building security and CCTV system.	As Required	

	security monitoring of the club system	Call outs or attendance by security patrols or MFS caused by the Tenant and their activities. Any approved changes to the system or its configuration that are requested by the Tenant.		
Fire extinguishers, hose reels and fire blankets, sprinkler systems etc.	Make sure fire equipment is accessible at all times. Report any damage or usage of fire equipment to landlord.	Repair, replace or replenish if used or damaged by Tenant	Periodically	Service, maintain and replace fire extinguishers and blankets, hose reels and sprinkler systems at end of life unless damaged caused by Lessee.
Emergency exit lighting and evacuation signage.	Nil responsibility unless damaged or altered by Tenant.	Optional	Periodically	Full responsibility unless damage caused by Lessee.
Smoke detectors	Nil maintenance responsibility unless damaged by Tenant.	Call outs or attendance by security patrols or MFS caused by the Tenant and their activities. Any approved changes to the system or its configuration that are requested by the Tenant.	Periodically	Configuration of the system, servicing, maintenance and monitoring. Replacement at end of life
Water/waste services – associated fittings including taps etc.	Clean fittings, toilet, sinks, etc. – maintain and replace washers. Replace tap ware, sinks, drains and toilets etc. if		Periodically	Replace sinks, drains and toilets at end of life.

	damaged by tenant.			
Grease Arrestors	Servicing and pumping out of system. Repair/ replacement if damage caused by the Tenant		Periodically	Repair and replacement unless damage caused by Tenant.
Telecommunications – phone/PABX systems	Full responsibility.		As Required	Nil responsibility.
Air conditioning units/thermostats, ducting etc.	Regular service and repairs to maintain working order.	Option	In line with manufacturer's specification	Replace at end of natural life.
Electrical services, sub switchboards, distribution boards and power lighting circuits	Nil responsibility unless damage caused by Lessee.		As Required	Full responsibility unless damaged caused by Lessee.
Doors, locking mechanisms		Full responsibility: proximity card replacement / keep doors operational / replace damage locking mechanisms / replace damaged doors	As Required	Replace at end of natural life
Consumer mains	Nil responsibility unless damaged caused by Lessee.		As Required	Full responsibility unless damaged caused by Lessee.
Lighting fixtures	Full responsibility, Replace light fittings and globes, ballast's and fuses. Repair/replace wiring connections.		As required	Replace at end of life
Carpets	Keep clean and free from dirt and stains. Repair any damage caused by misuse by the Lessee. Replace at end of life		Periodically	Nil responsibility.

Vinyl/concrete/tiled/other floors	Clean/polish as required Repair/replace to appropriate finish.		Periodically	Nil responsibility.
Internal walls/screens and Ceilings	Clean and keep free of mould/grime. Repair/ replace where damage caused by Tenant. Touch up painting when required. Periodic repair and painting (e.g. every 10 years)		Periodically	Replacement and structural maintenance responsibility for internal walls/screens and ceilings at end of life.
Lessee's fitting and loose / soft furniture and equipment	Full maintenance and replacement responsibility		As Required	Nil responsibility.
Pest removal including bees	Full responsibility.		As Required	Nil responsibility.
Electrical tagging and testing	Full responsibility.		Periodically	Nil responsibility.
General cleaning	Full responsibility to keep the buildings clean and tidy		Periodically	Nil responsibility.
Tenant 's fixtures and fittings	Full responsibility.		As Required	Nil responsibility.
Bar fit out and kitchens equipment including range hood	Full responsibility, note canopy range hood / extraction system cleaning and servicing.		Periodically	Nil responsibility.
Cool rooms	Full responsibility.		Periodically	Nil responsibility.
Blinds and /or window coverings	Full responsibility and replacement at end of life.		As required	Nil responsibility.
Roller shutters	Cleaning, servicing and		Periodically	Replacement at end of life.

	maintenance			
Glass	Keep clean and maintain Replace if broken or damaged.		Periodical Cleaning, Maintenance as required.	Replace as part of window replacement.

Exterior Toilets

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Consumables	Nil	Nil	As needed	Supply consumables
Cleaning	Nil	Nil	Periodical	Clean and service toilets as part of toilet cleaning program.
Maintenance and operational activities	Nil	Nil unless damage caused by tenants negligence or activities.	Periodical	Full responsibility unless damaged caused by Tenant
Fitout and Finishes	Nil	Nil	As needed	Replacement of fitout and finishes unless damaged by caused by Tenant
Water and Electricity	Nil Responsibility			Full responsibility. Council to reimburse running costs yearly

Schedule 3 – Plan of Premises



Schedule 4 – Plan of Rugby Field
(special condition 4 in Item 10 of Schedule 1)



RULES AND REGULATIONS

1. The Tenant must not:
 - 1.1 smoke in the Building or on the areas outside the Building on the Land;
 - 1.2 put up signs, notices, advertisements, blinds or awnings, antennae or receiving dishes or install vending or amusement machines without the Landlord's approval;
 - 1.3 hold commercial auction, bankrupt or fire sales in the Premises;
 - 1.4 keep an animal or bird on the Premises;
 - 1.5 use a business name which includes words connecting the business name with the Building without the Landlord's approval;
 - 1.6 remove floor coverings from where they were originally laid in the Premises without the Landlord's approval;
 - 1.7 do anything to the floor coverings in the Building which affects any guarantee in connection with them if the Landlord has given the Tenant a notice setting out the relevant terms of the guarantee;
 - 1.8 use any method of heating, cooling or lighting the Premises other than those provided or approved by the Landlord;
 - 1.9 operate a musical instrument, radio, television or other equipment that can be heard outside the Premises that could cause unreasonable annoyance or nuisance to any person who occupies nearby space or premises;
 - 1.10 throw anything out of any part of the Building;
 - 1.11 move heavy or bulky objects through the Building without the Landlord's approval;
 - 1.12 obstruct:
 - 1.12.1 windows in the Premises except by internal blinds or curtains approved by the Landlord;
 - 1.12.2 any air vents, air conditioning ducts or skylights in the Premises; or
 - 1.12.3 emergency exits from the Building or the Premises; or
 - 1.12.4 the Common Areas; or
 - 1.12.5 interfere with directory boards provided by the Landlord.
2. The Tenant must:
 - 2.1 put up signs in the Premises prohibiting smoking nor allow or permit the presence or consumption of alcohol on the Rugby Field (as defined by special condition 4);
 - 2.2 if the Landlord approves the Tenant's use of a business name which is connected with the Building, terminate any right it has to use that business name on the date it must vacate the Premises;
 - 2.3 participate in any emergency drill of which the Landlord gives reasonable notice;

- 2.4 evacuate the Building immediately and in accordance with the Landlord's directions when informed of any actual or suspected emergency; and
- 2.5 secure the Premises when they are unoccupied and comply with the Landlord's directions about Building security.

DRAFT

IMPORTANT NOTICE

EXCLUSION OF WARRANTY OF FITNESS FOR PURPOSE

Retail and Commercial Leases Act 1995: Section 18

Retail and Commercial Leases Regulations 1995: Regulation 7

THE LANDLORD DOES NOT WARRANT THAT THE PREMISES YOU ARE ABOUT TO LEASE WILL, FOR THE DURATION OF YOUR LEASE, BE STRUCTURALLY SUITABLE FOR THE TYPE OF BUSINESS THAT YOU INTEND TO CARRY ON.

SIGNED as an agreement

DATED

**THE COMMON SEAL of
CITY OF HOLDFAST BAY**
was hereunto affixed in the presence of:

.....
Mayor

.....
Chief Executive Officer

**THE COMMON SEAL of
BRIGHTON RUGBY UNION FOOTBALL CLUB INCORPORATED**
was affixed pursuant to the *Associations
Incorporation Act 1985* in accordance with
its constitution:-

.....
President / Vice President / Treasurer
(Please delete as applicable)

.....
Signature of Management Committee Member

.....
Print Full Name of President / Vice President
or Treasurer

.....
Print Full Name of Management Committee Member