

Improved Land Lease Renmark Institute

Renmark Paringa Council ABN 91 578 073 215

Christopher Pearce

CONTENTS

1. Definitions and interpretation	2
2. Grant of Lease	5
3. Rent	5
4. Rent reviews	5
5. Outgoings	6
6. Use of Premises	6
7. Insurance	8
8. Repair, maintenance and alterations	10
9. Assignment and sub-letting	11
10. Hire of Premises.....	13
11. Common Areas	13
12. Council's obligations and rights.....	14
13. Damage or destruction.....	15
14. Renewal	16
15. Rights and obligations on expiry	17
16. Breach.....	19
17. Dispute resolution	21
18. Holding over	21
19. Indemnity and release	21
20. Power of attorney	22
21. Goods and services tax.....	23
22. Council's discretion	23
23. Retail and Commercial Leases Act 1995	23
24. Incorporated association	24
25. Notices	24
26. General	25

THIS LEASE is made the

day of

2026

BETWEEN

RENMARK PARINGA COUNCIL ABN 91 578 073 215 of 61 Eighteenth Street, Renmark SA 5341 (the **Council**)

and

THE PARTY IDENTIFIED IN ITEM 1 OF SCHEDULE 1 (the Lessee)

BACKGROUND

- A. The Council is a council constituted under the *Local Government Act 1999*.
- B. The Council is the registered proprietor of or otherwise has care, control and management of the whole of the land identified in **Item 3** of **Schedule 1** (the **Land**).
- C. The Lessee has requested and the Council has agreed to grant to the Lessee a lease of the Premises for the Permitted Use during the Term.
- D. The Lessee is currently in occupation of the Premises under a previous lease and is satisfied that the Premises are in good condition and fit for the purpose for which the Lessee intends to use them.
- E. The Council and the Lessee record the terms of their agreement in this Lease.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease:

Act means the *Retail and Commercial Leases Act 1995*;

Agreed Consideration means the Rent, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Council under this Lease (other than GST payable under clause 21);

Business Day means any day other than a Saturday, Sunday, public or bank holiday in South Australia;

Commencement Date means the date shown as the commencement date in **Item 4 of Schedule 1**:

Council means the party described as the “Council” in this Lease and, where the context permits, includes the employees, contractors, agents and other invitees of the Council;

CPI means the consumer price index published by the Australian Bureau of Statistics for All Groups (Adelaide);

Default Rate means a rate of two per cent (2%) per annum greater than the published annual rate of interest charged from time to time by the Local Government Finance Authority on overdraft facilities of more than \$100,000.00 and if there is more than one rate published the higher of those rates;

GST has the same meaning as given to that term in the GST Legislation;

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* and any similar legislation;

GST Rate means 10% or such other percentage equal to the rate of GST imposed from time to time under GST Legislation;

Improvements means any alterations, additions or improvements to the Premises made by the Lessee during the Term, whether or not such improvements were approved by the Council as required under this Lease;

Initial Term means the term of this Lease commencing on the Commencement Date and described in **Item 4 of Schedule 1**;

Land means the land described in **Item 3 of Schedule 1** and includes any part of the Land;

Legislation means any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any Council or Local Government body or authority;

Lessee means the party described as "Lessee" in **Item 1 of Schedule 1** and where the context permits includes the employees, contractors, customers, agents and other invitees of the Lessee;

Lessee's Equipment means any and all fixtures and fittings and other equipment installed in or brought on to or kept in or on the Premises by the Lessee;

Lessee's Share means the proportion of the area that the Premises bears to the Land;

Outgoings means that term as defined in **Item 10 of Schedule 1**;

Payment Date means the Commencement Date and on each quarterly anniversary of the Commencement Date during the Term;

Permitted Use means the use described in **Item 8 of Schedule 1**;

Premises means the part of the Land described in **Item 2 of Schedule 1**;

Rates and Taxes means all present and future rates, charges, levies, assessments, duty and charges of any Statutory Authority, other department or

authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Land or Premises and includes water and sewer charges, council rates, emergency services levy and (subject to the Act) land tax on a single holding basis;

Renewal Term means a term (if any) of renewal or extension granted under this Lease, as identified in **Item 7 of Schedule 1**;

Rent means the rent payable under this Lease, as identified in **Item 5 of Schedule 1**;

Review Date means each date in **Item 6** of Schedule 1;

Review Method means the relevant method of Rent Review specified in **Item 6 of Schedule 1** for any Review Date;

Statutory Authority means any authority created by or under any relevant Legislation;

Statutory Requirements means all relevant and applicable Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation;

Term means the Initial Term, the Renewal Term(s) and any period during which the Lessee holds over or remains in occupation of the Premises;

Valuer means a qualified valuer with a minimum of five (5) years of relevant experience and who is licensed to practice as a valuer of the kind of premises whose review is required, and who is appointed to make a determination or assessment under this Lease as agreed by the Council and the Lessee or (failing agreement) by the President of the South Australian Division of the Australian Property Institute; and

Yearly Amounts means the aggregate of the Rent, Outgoings and any other moneys payable by the Lessee during the Term.

1.2 Interpretation

In this Lease, unless the contrary intention appears:

- 1.2.1 a reference to this Lease is a reference to this document;
- 1.2.2 words beginning with capital letters are defined in clause 1.1;
- 1.2.3 a reference to a clause, Schedule or Annexure, is a reference to a clause or schedule of, or annexure to, this Lease;
- 1.2.4 a reference to an Item is a reference to an item in **Schedule 1**;
- 1.2.5 headings are for convenience only and do not affect interpretation;

- 1.2.6 the singular includes the plural and vice-versa;
- 1.2.7 a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government body or authority and vice versa;
- 1.2.8 a reference to any party in this Lease, or any other document or arrangement referred to in this Lease, includes that party's executors, administrators, substitutes, successors and assigns;
- 1.2.9 a reference to any document (including this Lease) is to that document as varied, novated, ratified or replaced from time to time;
- 1.2.10 a reference to any Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it, and all by-laws, regulations issued under it; and
- 1.2.11 "including" and similar expressions are not and must not be treated as words of limitation.

1.3 Special conditions

Any special conditions in **Schedule 2** will apply to this Lease and in the event of any inconsistency with the terms and conditions in the body of this Lease, then those special conditions will prevail to the extent of any inconsistency.

1.4 Background

The parties acknowledge and agree that the Background is true and correct and forms part of this Lease.

2. GRANT OF LEASE

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

3. RENT

3.1 Payment of Rent

The Lessee must pay the Rent to the Council in equal instalments in advance on each Payment Date, and in the manner directed by the Council.

4. RENT REVIEWS

4.1 The Rent will be reviewed annually in accordance with CPI.

4.2 No decrease in Rent

Subject to the provisions of the Act, the Rent will not decrease on a Review Date.

5. OUTGOINGS

5.1 Liability for Outgoings

- 5.1.1 The Lessee must pay to the Council when due all Outgoings (including, subject to the Act, Rates and Taxes) levied, assessed or charged in respect of the Premises or the Land, or upon the owner or occupier of the Premises or the Land.
- 5.1.2 At the request of the Lessee, the Council will give the Lessee information and explanations that the Lessee reasonably requires about expenditure on Outgoings to which the Lessee is required to contribute under this Lease, and the basis upon which the Lessee's Share to those Outgoings is determined.

5.2 Lessee's Share

If any Outgoings are not separately assessed or charged in respect of the Premises, the Lessee must pay the Lessee's Share of any such Outgoing.

5.3 Power and other utilities

- 5.3.1 The Lessee will be responsible for and pay when due the full amount of all accounts, invoices, assessments and charges regarding the consumption, use or supply of telephone, light, electricity, gas, and any and all other services and utilities supplied to or used from the Premises.
- 5.3.2 If there is no separate meter for recording or measuring the services and utilities consumed on or from the Premises, then the Lessee must, if required by the Council, install the necessary meters at its own cost.

6. USE OF PREMISES

6.1 Permitted Use

The Lessee must use the Premises only for the Permitted Use. The Lessee must not use or allow the Premises to be used for any other use without the Council's prior written consent (which consent may be given or withheld at the Council's discretion).

6.2 Operation of Lessee's business

- 6.2.1 The Lessee must only use the Premises in accordance with generally accepted best practice for the Permitted Use.
- 6.2.2 The Lessee must conduct its operations and the Permitted Use in a good, lawful and orderly manner and to a high standard.

6.3 Statutory Requirements

The Lessee must obtain, keep current and comply with all consents, approvals, licences or other Statutory Requirements relating to:

- 6.3.1 the Lessee's use and occupation of the Premises;
 - 6.3.2 the nature of the business or operations conducted on the Premises by the Lessee; or
 - 6.3.3 any deliberate or negligent act or omission of the Lessee
- including (but not limited to) any requirements for building works or modifications to the Premises (whether structural or otherwise).

6.4 Signs

The Lessee must not place any signs or advertisements on the outside of the Premises, or inside the Premises (if they can be seen from outside of the Premises), except a sign or signs advertising or promoting the name and nature of the business conducted on the Premises by the Lessee and which:

- 6.4.1 are approved (in writing) by the Council (having regard to any relevant policy of the Council); and
- 6.4.2 comply with any relevant Statutory Requirements.

6.5 Dangerous equipment and installations

Subject to the prior written consent of the Council, the Lessee will not install or bring onto the Premises except insofar as may reasonably be required in connection with the Permitted Use:

- 6.5.1 any electrical, gas powered or other machinery or equipment which may pose a danger, risk or hazard to the Premises or any people;
- 6.5.2 any chemicals or other dangerous substances which by their nature, or their volume, may pose a danger, risk or hazard to the Premises or any people; or
- 6.5.3 any heavy equipment or items which may damage the Premises.

6.6 Fire precautions

The Lessee must:

- 6.6.1 comply with all requirements and directives issued by the Council from time to time (if any) regarding fire safety systems and procedures including fire evacuation drills and other procedures; and
- 6.6.2 comply with all Statutory Requirements relating to fire safety and procedures including any required structural works or modifications to any building or structure on the Premises which are required because of:

the Lessee's use or occupation of the Premises;

the nature of the business or operations conducted on the Premises by the Lessee; or

any deliberate or negligent act or omission of the Lessee.

6.7 Notice of defect

The Lessee must:

- 6.7.1 give the Council prompt notice of any circumstance or event of which the Lessee should reasonably be aware that has or might cause danger, risk or hazard to the Premises or to any person on the Premises; and
- 6.7.2 if required by the Council, promptly rectify any defect or want of repair to make the Premises safe from any danger, risk or hazard, at the Lessee's own cost.

6.8 Security

The Lessee must use best endeavours to protect and keep safe the Premises and any property contained in or on it from theft or robbery, including (where applicable) keeping all doors windows and other openings closed and locked when the Premises are not in use.

6.9 No warranty

The Council makes no warranty or representation regarding the suitability of the Premises (structural or otherwise) for the Permitted Use or any other purpose, and the warranty of fitness for purpose provided under section 18 of the Act is expressly excluded by the Council in this Lease.

7. INSURANCE

7.1 Lessee must insure

The Lessee must keep current during the Term, for the Premises (including any Improvements), and the Lessee's Equipment:

- 7.1.1 public liability insurance for at least the amount in **Item 9 of Schedule 1** (or any other amount the Council reasonably requires) for each claim;
- 7.1.2 plate glass insurance;
- 7.1.3 all insurance in respect of the Lessee's Equipment and any Improvements for their full replacement value;
- 7.1.4 insurance of the Premises and any Improvements against damage by fire, storm, tempest, earthquake, flood, explosion, lightning, malicious damage, removal of debris, architect's and engineer's fees and other such risks as the Council thinks fit from time to time for the full reinstatement value; and

- 7.1.5 other insurances required by law or which the Council reasonably requires for at least the amounts the Council reasonably requires.

7.2 Requirements for policies

- 7.2.1 Each policy the Lessee takes out under this clause 7 must:

- (a) note the Council as an interested party;
- (b) have no limit on the number of claims that can be made under it;
- (c) cover events occurring during the policy's currency regardless of when claims are made; and
- (d) note that despite any similar policies of the Council, the Lessee's policies will be primary policies.

- 7.2.2 Any proceeds of a claim in respect to the insurance policy set out in clause 7.1.4 that are received by the Council or the Lessee shall be applied towards reinstatement, rebuilding, repair or replacement of the Premises.

7.3 Evidence of insurance

On or before the Commencement Date, the Lessee must give the Council certificates evidencing the currency of the policies the Lessee has taken out under this clause 7. During the Term the Lessee must:

- 7.3.1 pay each premium before it is due for payment;
- 7.3.2 give the Council certificates of currency each year when the policies are renewed and at other times upon the Council's request;
- 7.3.3 not allow any insurance policy to lapse or vary without the Council's consent; and
- 7.3.4 notify the Council immediately if a policy is cancelled or if an event occurs which could prejudice or give rise to a claim under a policy.

7.4 Insurance affected

- 7.4.1 The Lessee must not do anything which will or may:

- (a) prejudice any insurance required under this clause 7; or
- (b) increase the premium for any insurance required under this clause 7.

- 7.4.2 If the Lessee does anything (without the Council's consent) that increases the premium of any insurance the Council has in connection with the Premium, the Lessee must pay the amount of that increase to the Council on demand.

8. REPAIR, MAINTENANCE AND ALTERATIONS

8.1 Maintain, replace and repair

- 8.1.1 Subject to the Act (if the Act applies to this Lease) and in accordance with the Lessee's obligations under clause 8.1.2, the Lessee must at all times during the Term, at the Lessee's own expense and without any notice or demand from the Council, keep, maintain, repair and replace (as applicable) to the reasonable satisfaction of the Council the Premises, the Lessee's Equipment and the Improvements such that they are in good repair, condition and working order (including, subject to the Act (if it applies), such structural and capital maintenance, repair and replacement as is necessary from time to time).
- 8.1.2 The Lessee must maintain, repair or replace items in or attached to the Premises which are damaged or worn with items of the same or similar quality to those in use when they were last replaced with the Council's approval, or if they have not been so replaced, to those in use when the Lessee took occupation of the Premises.
- 8.1.3 Notwithstanding any other clause or Special Condition of this Lease, the Council and the Lessee will be responsible for repair, replacement and maintenance of the Premises as specified in **Annexure A**.

8.2 Alterations by the Lessee

- 8.2.1 The Lessee must not carry out any or undertake any Improvements to the Premises without the Council's prior written consent (which consent must not be unreasonably withheld).
- 8.2.2 The Lessee must provide full details to the Council (including plans and specifications where relevant) of any proposed Improvements to the Premises.
- 8.2.3 The Council may impose any conditions reasonably necessary if it gives its approval, including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters in relation to the Improvements.
- 8.2.4 The Lessee must carry out any approved Improvements at its own cost and:
- (a) in a proper, workmanlike and timely manner;
 - (b) in accordance with the conditions imposed by the Council (if any);
 - (c) in accordance with all Statutory Requirements; and
 - (d) in a way to minimise disturbance to others.
- 8.2.5 The Lessee will pay all of the Council's reasonable costs (including

consultant's costs and legal costs) as a result of considering the Lessee's proposed Improvements to the Premises (whether or not consent is ultimately granted by the Council).

- 8.2.6 Unless the Council notifies the Lessee in writing otherwise, any Improvements to the Premises will remain the property of the Lessee during the Term and the Lessee will be responsible for maintaining such Improvements in accordance with this Lease.

8.3 Cleaning

The Lessee must at all times during the Term:

- 8.3.1 keep the Premises clean and tidy;
- 8.3.2 keep the Premises free from graffiti and other vandalism;
- 8.3.3 keep the Premises free of vermin, insects and other pests; and
- 8.3.4 not cause the Premises to be left untidy or in an unclean state or condition.

9. ASSIGNMENT AND SUB-LETTING

9.1 Assignment

The Lessee must not assign the Lessee's interest in the Premises or any part of it under this Lease without the consent of the Council which consent may be withheld in the Council's absolute discretion unless the Act applies to this Lease, in which case the Council's consent may be withheld by the Council only if:

- 9.1.1 the proposed assignee proposes to change the use to which the Premises is put;
- 9.1.2 the proposed assignee is unlikely to be able to meet the financial obligations of the Lessee under the Lease;
- 9.1.3 the Council reasonably considers that the proposed assignee's business skills are inferior to those of the Lessee; or
- 9.1.4 if the Act applies to this Lease, the Lessee has not complied with procedural requirements for obtaining the Council's consent as set out in section 45 of the Act.

9.2 Request for assignment

If the Lessee requests that the Council consent to any assignment, transfer or parting with possession of the Premises (or any part of it), the Lessee must immediately on receipt of a request to do so from the Council:

- 9.2.1 pay all arrears of Rent any other moneys outstanding under this Lease and remedy all outstanding breaches and defaults and pay to the Council

or its solicitors or agents such sum of money as is reasonably estimated by the Council as being required to remedy such breaches or defaults;

- 9.2.2 submit a true copy of all agreements to be entered into in respect of any proposed dealing with the Lease or the Premises including a true copy of any business sale agreement entered into by the Lessee as vendor, if applicable;
- 9.2.3 provide evidence (to the reasonable satisfaction of the Council) that the proposed transferee or assignee is respectable responsible solvent and suitable and any other information reasonably required by the Council about the financial standing and business experience of the proposed transferee or assignee;
- 9.2.4 procure the proposed assignee or transferee to submit to the Council a business plan setting out the proposed assignee's plans, intentions and projections concerning the business conducted at the Premises (and containing such details and particulars as are reasonably required by the Council); and
- 9.2.5 pay to the Council or its solicitors the reasonable costs and expenses of and incidental to any inspection of the Premises and enquiries concerning the proposed dealing or the persons concerned in such dealing and of the perusal, preparation, negotiation and stamping of the documents deemed necessary by the Council;

and if such consent is given by the Council, the Lessee must ensure that, prior to the date of any assignment or transfer, the person to whom it is proposed to assign or transfer this Lease:

- 9.2.6 enters a direct covenant with the Council to observe the terms of this Lease; and
- 9.2.7 furnishes such guarantees of the performance of such person's obligations under this Lease

as the Council may reasonably require.

9.3 Sub-lease, mortgage or licence

The Lessee may not:

- 9.3.1 grant any sub-lease, licence or concession for the whole or part of the Premises;
- 9.3.2 otherwise part with possession of the whole or a part of the Premises; or
- 9.3.3 mortgage or otherwise charge or encumber the Lessee's interest under this Lease;

without the prior written consent of the Council (which consent must not be

unreasonably withheld).

9.4 No release

Subject to the Act, where the Council grants consent or is deemed to grant consent to an assignment, the Lessee as assignor will not be released or discharged from its current and future obligations and liabilities under this Lease for the balance of the Term.

10. HIRE OF PREMISES

10.1 The Lessee may hire out the Premises or any portion of the Premises to third parties on a casual, short-term basis, in accordance with this clause 10.

10.2 Any hire agreement entered between the Lessee and a third-party hirer must not:

10.2.1 permit any breach of this Lease by the third-party hirer; and

10.2.2 confer any proprietary right or interest in the Premises to the third-party hirer, such that the third-party hirer only receives contractual rights to use or occupy the Premises.

10.3 Unless the Lessee first obtains the written consent of the Council, the Lessee must not hire out the Premises:

10.3.1 for a term exceeding one (1) week in duration; or

10.3.2 for successive or periodic terms which, added together, total more than one (1) week in duration in any calendar year; or

10.3.3 for any purpose that does not fall within the scope of the Permitted Use; or

10.3.4 for any event or activity that is likely to, or capable of, generating substantial noise, traffic or other impacts on the surrounding area.

11. COMMON AREAS

The Lessee acknowledges and agrees that:

11.1 during the Term of this Lease, the Council may from time to time designate certain roads, driveways, carparks, footpaths and other areas on the Land as common areas (the **Common Areas**);

11.2 the Lessee is granted a non-exclusive licence to access the Common Areas, only for the purpose of accessing the Premises;

11.3 the Council may grant rights to third parties to use and access the Common Areas together with the Lessee;

11.4 the Lessee will immediately comply with any directions given by the Council with respect to the Common Areas, and the Council may restrict access to any or all of

the Common Areas at any time during the Term;

11.5 the Lessee indemnifies the Council against any actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring on the Common Areas as a result of:

11.5.1 any act or omission of the Lessee on the Common Areas; or

11.5.2 the Lessee's use or occupation of the Common Areas; and

except to the extent that they are caused by the Council's negligence.

11.6 the Lessee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death:

11.6.1 occurring on the Common Areas;

11.6.2 resulting from any direction given by the Council under this clause 11; or

11.6.3 resulting from any restriction on access to the Common Areas or the Premises,

except to the extent that they are caused by the Council's negligence.

12. COUNCIL'S OBLIGATIONS AND RIGHTS

12.1 Quiet enjoyment

Subject to the Council's rights and to the Lessee complying with the Lessee's obligations under this Lease, the Lessee may occupy the Premises during the Term without interference from the Council.

12.2 Right to enter

The Council may (except in the case of emergency when no notice will be required) enter the Premises after giving the Lessee reasonable notice:

12.2.1 to see the state of repair of the Premises, the Lessee's Equipment or any Improvements;

12.2.2 to do repairs or other works to the Premises as required or permitted to be undertaken by the Council under this Lease and, for this purpose, interrupt any services to the Premises as necessary to undertake the repairs or works; or

12.2.3 to do anything the Council must or may do under this Lease or must do under any law or to satisfy the requirements of any Statutory Authority.

12.3 Emergencies

In an emergency the Council may (acting reasonably):

12.3.1 close any building on the Premises; and/or

- 12.3.2 prevent the Lessee from entering onto the Premises or any building or structure on the Premises for so long as the emergency circumstances persist.

12.4 Right to rectify

- 12.4.1 Subject to clause 12.4.2, the Council may at the Lessee's cost do anything which the Lessee should have done under this Lease but which the Lessee has not done or which the Council reasonably considers the Lessee has not done properly.
- 12.4.2 Prior to undertaking any works as permitted by clause 12.4.1, the Council must first provide the Lessee with a notice of defects or works required to be undertaken by the Lessee, which notice must provide a reasonable period for the Lessee to rectify the defects or undertake the required works.
- 12.4.3 The Lessee will not make any claim or commence or maintain any suit or action against the Council for breach of the covenant contained in clause 12.1 or otherwise in consequence of such entry or in execution of any of the works contemplated by this clause 12.4.

12.5 Maintenance and repair

Subject to the Act (if the Act applies to this Lease), the Lessee acknowledges and agrees that the Council has no obligation to maintain or repair the Premises, the Lessee's Equipment or any Improvements.

13. DAMAGE OR DESTRUCTION

13.1 If the Premises or any part of the Premises is damaged:

- 13.1.1 and because of that damage, the Premises cannot be used for the Permitted Use or is inaccessible, then for the period during which the Premises cannot be so used or is inaccessible, the Lessee will not be obliged to pay any Yearly Amounts in respect of that period; or
- 13.1.2 and the Premises can still be used for the Permitted Use but the level or extent of useability is diminished due to the damage, the Lessee's liability for Yearly Amounts attributable to a period during which such useability is diminished will be reduced in proportion to the reduction in useability caused by the damage. If the Council and the Lessee are unable to agree within twenty (20) Business Days as to the proportion by which the Yearly Amounts should be reduced, then a Valuer must be appointed to decide. The cost of the Valuer shall be borne by the parties equally.

13.2 If the Council notifies the Lessee in writing that the Council considers that damage to the Premises is such as to make its repair impractical or undesirable, the Council or the Lessee may terminate this Lease by giving not less than fourteen (14) days' written notice to the Lessee.

13.3 If the Council does not terminate this Lease under clause 13.2 and the Council fails to repair the damage within a reasonable time after the Lessee has requested the Council in writing to do so, the Lessee may terminate this Lease by giving not less than seven (7) days' written notice to the Council.

13.4 If this Lease is terminated by either party under this clause 13 then the rights and obligations of the Council and the Lessee will come to an end but if any breach by either party still exists at that time, then the rights of the other party with regard to that existing breach will continue.

13.5 If the damage to the Premises results from a deliberate or negligent act or omission of the Lessee, then the Lessee will not be relieved of its obligation to continue to pay the Yearly Amounts (and the provisions of clause 13.1 will not apply) unless:

13.5.1 the Council has an insurance policy covering loss of rent from the Premises as a consequence of that damage;

13.5.2 the Council is able to recover payment under that policy; and

13.5.3 the Lessee has contributed to the cost of that insurance as an Outgoing under this Lease and is not in breach or in arrears of any such contribution;

in which case the obligation of the Lessee to continue to pay the Yearly Amounts will be reduced by an amount equivalent to the payment (if any) received under that insurance policy.

13.6 No prejudice

The provisions of this clause 13 do not prejudice or alter the rights and entitlements of the Council to recover loss and damage from the Lessee if and to the extent that the damage to the Improvements or to the Premises is caused or contributed to by any deliberate or negligent act or omission on the part of the Lessee.

14. RENEWAL

14.1 Rights of renewal

14.1.1 If the Lessee wishes to exercise any right of renewal for a Renewal Term, then the Lessee must serve a written notice on the Council not less than three (3) months and not more than six (6) months prior to the expiry of the Initial Term or the preceding Renewal Term (as the case may be) stating its desire to renew this Lease for the relevant Renewal Term.

14.1.2 If notice is given under clause 14.1.1, then:

- (a) the Council will be obliged to renew this Lease for the relevant Renewal Term subject to (c) below, be on the same terms and conditions as are contained in this Lease except for the exclusion of

this clause 14.1; and

- (b) the Renewal Term commences immediately after the expiration of the Initial Term or the preceding Renewal Term (as the case may be); and
- (c) the commencing Rent for the Renewal Term will be the final annual rent for the last year of the prior term increased by CPI

14.2 No renewal entitlement

The Lessee will not be entitled to a right of renewal pursuant to clause 14.1 if:

- 14.2.1 the Lessee is in breach of a term of this Lease before or at the time of giving notice of the Lessee's desire to exercise the right of renewal; or
- 14.2.2 the Lessee is in breach or commits any breach of a term of this Lease after giving that notice but before commencement of the relevant Renewal Term.

15. RIGHTS AND OBLIGATIONS ON EXPIRY

15.1 Expiry

This Lease will come to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Lessee under any other provision of this Lease, in which case it will come to an end when such earlier termination is effected.

15.2 Handover of possession

15.2.1 Before this Lease comes to an end, the Lessee will:

- (a) remove all of the Lessee's Equipment and repair any damage caused by such removal;
- (b) if required by the Council, remove any Improvements and reinstate, to the Council's reasonable satisfaction, the Premises to the condition it was immediately prior to the Lessee having commenced occupation; and
- (c) carry out and complete any repairs and maintenance which the Lessee is obliged to carry out under this Lease,
- (d) such that the Premises and Improvements (if applicable) are handed over to the Council in good order and repair and working condition.

15.2.2 If it is not practical for the Lessee to undertake and complete the necessary works under clause 15.2.1 before the Lease comes to an end, the Lessee must undertake such works immediately after the Lease comes to an end in accordance with any reasonable requirements of the Council relating to security, access and time for completion.

15.2.3 When this Lease comes to an end the Lessee will:

- (a) hand over vacant possession of the Premises in good repair and condition; and
- (b) hand over to the Council all keys and other security devices for the Premises which the Lessee has in its possession or control.

15.2.4 If at the time that possession of the Premises is given back to the Council, the Lessee has not complied with all or any of its obligations under this clause 15, the Lessee will not be relieved of its obligation to comply with those requirements, or to compensate the Council for its failure to do so, by reason of the fact that the Council has accepted or taken possession of the Premises.

15.3 Ownership of Improvements

If, during the Term of this Lease the Lessee has undertaken any Improvements, then upon expiration of the Term or earlier determination of this Lease, the Council may:

- 15.3.1 direct that the Improvements are to remain on the Premises, in which case the Improvements will form part of the Land upon expiration of this Lease and will become the property of the Council and the Lessee will forfeit to the Council (without payment of any compensation or consideration by the Council) any interest the Lessee has in the Improvements; or
- 15.3.2 direct that the Improvements be removed and the Premises be reinstated in accordance with clause 15.2.1.

15.4 Abandoned goods or Improvements

Subject to the requirements of the Act (if applicable) if, when this Lease comes to an end, or within a reasonable time following expiration of this Lease, and following reasonable written notice from the Council:

- 15.4.1 the Lessee leaves any goods or the Lessee's Equipment at the Premises, then the Council will be entitled to deal with and dispose of those items as the Council sees fit, including (but not limited to) selling those items with any profits from such sale to be retained by the Council; or
- 15.4.2 the Lessee has failed to remove the Improvements as required by clause 15.2.1, then the Council may undertake such rectification works as required to be undertaken by the Lessee and recover the reasonable cost of those rectification works from the Lessee as a debt.

16. BREACH

16.1 Payment obligations

16.1.1 The Lessee must make payments due under this Lease:

- (a) without demand (unless this Lease provides demand must be made);
- (b) without set-off, counter-claim, withholding or deduction; and
- (c) to the Council or as the Council directs.

16.1.2 If a payment is stated to be due on a particular Payment Date (such as the next Payment Date or the first Payment Date after an event) and there is no such Payment Date, the Lessee must make that payment on demand.

16.2 Default, breach and re-entry

In the event that:

- 16.2.1 any money (or part of any money) payable under this Lease are unpaid for a period of fourteen (14) days after any day on which the same ought to have been paid (although no formal or legal demand has been made);
- 16.2.2 the Lessee commits, permits or suffers to occur any breach, or default in the due and punctual observances and performance of any of the covenants, obligations and provisions of the Lease, and such breach or default has continued for at least twenty-eight (28) days following service of a notice of default on the Lessee by the Council;
- 16.2.3 any property in or on the Premises is seized or taken in execution under any judgment or proceedings; or
- 16.2.4 the Premises are left unoccupied for one (1) month or more without the Council's consent and such breach has continued for at least twenty eight (28) days without explanation (to the reasonable satisfaction of the Council) following service of a notice on the Lessee by the Council,

then, despite any other clause of this Lease the Council at any time has the right to re- enter and upon the Premises and to repossess and enjoy the Premises as its own estate, and/or to terminate this Lease.

16.3 Rights of Council not limited

In the event the Council exercises its rights under clause 16.2 of this Lease such action will not exclude, limit or prejudice any other action or remedy which the Council has or might have or otherwise could have for any breach of this Lease by the Lessee (including but not limited to any loss or damage suffered by the Council as a result of such breach).

16.4 Repudiation and damages

16.4.1 The Lessee acknowledges that the following obligations under this Lease are essential terms:

- (a) the obligation to pay Rent;
- (b) the obligation to pay Rates and Taxes;
- (c) the obligation to pay Outgoings;
- (d) the obligations and prohibitions in relation to use of the Premises; and
- (e) the restriction on assignment, sub-letting, mortgaging and licensing.

16.4.2 If the Council accepts payment of any money late or does not act or exercise any rights immediately or at all in respect of any breach of an essential term, that conduct on the part of the Council will not be deemed to amount to a waiver of the essential nature of that essential term.

16.4.3 If the Lessee breaches any essential term, that conduct on the part of the Lessee will be deemed to constitute a repudiation of this Lease and the Council may at any time thereafter rescind this Lease by accepting that repudiation.

16.4.4 The Lessee agrees that if this Lease is terminated by the Council because of a breach by the Lessee of an essential term, or if the Lessee repudiates this Lease and the Council accepts that repudiation thereby rescinding this Lease, the Lessee will be obliged to pay compensation to the Council including rent and other money which the Council would otherwise have received under this Lease had the Lessee not breached an essential term or repudiated this Lease.

16.4.5 The rights of the Council under this clause 16.4 and any action taken by the Council do not exclude or limit any other rights or entitlements which the Council has under this Lease or at law in respect of any breach or repudiatory conduct on the part of the Lessee.

16.5 Interest on overdue amounts

16.5.1 If the Lessee does not pay an amount when it is due, the Lessee must pay interest on that amount on demand from when the amount became due until it is paid in full.

16.5.2 Interest is calculated daily on all outstanding balances at the Default Rate.

16.6 Council's rights on breach

If the Lessee is at any time in breach of any of its obligations under this Lease, and the Lessee fails to remedy that breach to the reasonable satisfaction of the Council within twenty eight (28) days after being requested by the Council to do

so, the Council and anybody authorised by the Council for that purpose may at any time come onto the Premises without notice and do all things necessary to remedy that breach. The Lessee must pay or reimburse the Council for all reasonable costs and expenses incurred in that regard which the Council may recover from the Lessee as a debt due and payable on demand.

16.7 Landlord and Tenant Act

In the case of a breach or default of any term of this Lease where notice is required to be given pursuant to Section 10 of the *Landlord and Tenant Act 1936*, such notices will provide that the period of twenty eight (28) days is the period within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Council.

17. DISPUTE RESOLUTION

- 17.1 If any dispute or disagreement arises between the parties in connection with this Lease, the parties undertake to use all reasonable endeavours, in good faith, to settle the dispute or disagreement by negotiation between representatives of both parties.
- 17.2 If negotiations do not resolve the dispute within twenty (20) Business Days then a mediator agreeable to both parties may be engaged to seek a resolution. If the parties cannot agree upon a mediator, the mediator will be appointed by the President or Acting President of the Law Society of South Australia. The cost of the mediator will be borne equally by both parties.
- 17.3 Nothing in this Lease is intended to limit either party's right to seek urgent injunctive relief.
- 17.4 The parties agree that matters arising out of any dispute or disagreement under this Lease must be kept confidential.

18. HOLDING OVER

If, with or without the Council's consent, the Lessee continues to occupy the Premises after the end of this Lease, the Lessee does so as a monthly tenant which:

- 18.1 either party may terminate on one (1) month's notice given at any time; and
- 18.2 is on the same terms as this Lease.

19. INDEMNITY AND RELEASE

19.1 Risk

The Lessee occupies and uses the Premises at the Lessee's risk.

19.2 Indemnity

The Lessee is liable for and indemnifies the Council against all actions, liabilities,

penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly in connection with:

- 19.2.1 any act or omission of the Lessee under this Lease;
- 19.2.2 the overflow or leakage of water or any other harmful agent into or from the Premises;
- 19.2.3 any fire on or from the Premises;
- 19.2.4 loss or damage to property or injury or death to any person caused by the Lessee, the use of the Premises by the Lessee or otherwise relating to or occurring on the Premises;
- 19.2.5 a breach of this Lease by the Lessee; or
- 19.2.6 the Lessee's use or occupation of the Premises,

except to the extent that the Council caused or contributed to any such loss, damage, injury or death.

19.3 Release

The Lessee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises except to the extent that they are caused by the Council's negligence or breach of its obligations under this Lease.

19.4 Indemnities are independent

Each indemnity is independent from the Lessee's other obligations and continues during this Lease and after this Lease ends. The Council may enforce an indemnity under this Lease before incurring any expense.

19.5 Council's liability

Despite anything else in the Lease, the Council will not be liable (except to the extent of any negligence or unlawful conduct of the Council) for any loss or damage, and the Lessee has no right to terminate this Lease or reduce payments under this Lease, for any acts or omissions of other occupants of the Land including any members of the public.

20. POWER OF ATTORNEY

20.1 Appointment

If the Council becomes entitled to re-enter and take possession of the Premises after complying with any relevant statutory provision, the Lessee irrevocably appoints the Council to be the attorney of the Lessee to execute any documents and perform any acts the Council requires to give full effect to the power of re-entry under the *Real Property Act 1886*.

20.2 Ratification

The Council may do, execute and perform all things relating to the Premises as fully and effectually as the Lessee could do. The Lessee must ratify and confirm the appointment of and all actions by the Council under this clause.

21. GOODS AND SERVICES TAX

21.1 Agreed Consideration

If GST applies to impose tax on the Agreed Consideration or any part of it or if the Council is liable to pay GST in connection with this Lease or any goods, services or other things supplied under this Lease then:

- 21.1.1 the Agreed Consideration for that supply is exclusive of GST;
- 21.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by a percentage amount which is equal to the GST rate; and
- 21.1.3 the Lessee shall pay the increased Agreed Consideration on the due date for payment by the Lessee of the Agreed Consideration.

21.2 Tax invoice

Where the Agreed Consideration is to be increased to account for GST under this clause 21, the Council will, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.

21.3 Liability for penalties

If the Lessee does not comply with its obligations under the Lease or with its obligations under GST Legislation in connection with this Lease and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Lessee must pay the Council on demand an amount equal to the amount of the penalties and interest.

22. COUNCIL'S DISCRETION

The Council enters this Lease as a council acting under sections 7 and 36 of the *Local Government Act 1999* and not in any other capacity. This Lease does not preclude or pre-empt the exercise by the Council of any other regulatory function or power.

23. RETAIL AND COMMERCIAL LEASES ACT 1995

If at any time during the Term, the Act applies to this Lease, then:

- 23.1 this Lease will be read and interpreted subject to the provisions of the Act and, to the extent to which there is any inconsistency with the provisions of the Act, those provisions of the Act will override the terms of this Lease;
- 23.2 any right, power or remedy of the Council or obligation or liability of the Lessee

which is affected by the Act (if applicable) will be unenforceable or void but only to the extent that it is expressly made unenforceable or void by the Act;

23.3 the Lessee acknowledges that, prior to the Council and the Lessee entering negotiations concerning this Lease the Lessee received a copy of the proposed Lease; and

23.4 the Lessee acknowledges that, prior to the Lessee executing this Lease the Lessee received a duly completed written disclosure statement in the form required under and pursuant to the Act and the Regulations under the Act.

24. INCORPORATED ASSOCIATION

If the Lessee is an incorporated association:

24.1 the persons executing this Lease on behalf of the Lessee have warranted to the Council that the Lessee is incorporated under the *Associations Incorporation Act 1985*, and that its functions are compatible with the Permitted Use; and

24.2 the Lessee must provide the Council with:

24.2.1 upon request by the Council, a copy of the Lessee's constitution, rules or by-laws;

24.2.2 within 28 days of amendment of the Lessee's constitution, rules or by-laws, an updated copy of those documents; and

24.2.3 upon execution of this Lease and upon any change in the appointment of officers of the Lessee, the full name and contact details of the current officers of the Lessee.

25. NOTICES

25.1 A notice under this Lease is ineffective unless it is in writing.

25.2 A notice may be given:

25.2.1 by hand delivery; or

25.2.2 by pre-paid post; or

25.2.3 by email,

to the attention of:

25.2.4 in the case of the Council, the Chief Executive Officer (or any person acting in that role); and

25.2.5 in the case of the Lessee, to the attention of the person named in **Item 1 of Schedule 1** (or such other persons as may be notified by the Lessee to the Council in writing from time to time).

25.3 A notice, if validly given, is taken to have been received:

25.3.1 if delivered by hand, upon delivery to the party;

25.3.2 if posted by pre-paid post, five (5) Business Days after posting;

25.3.3 if sent by email and the sender does not receive a 'bounce message' notifying the sender that the email has failed to be delivered,

between 9am and 5pm on any Business Day, at the time the notice is sent; and

on any day that is not a Business Day, at 9am on the next Business Day.

26. GENERAL

26.1 Costs

26.1.1 Each party will bear its own legal costs in connection with the drafting, negotiation and preparation of this Lease or any renewal or extension of it.

26.1.2 The Lessee will pay the Council's reasonable legal costs and other expenses incidental to any application by the Lessee for the consent of the Council to any transfer or assignment by the Lessee of this Lease or the Lessee's interest in it, or to any sub-letting by the Lessee, or to any mortgage, charge or encumbrance over the interest of the Lessee under this Lease or in the Lessee's Equipment or the Improvements (whether consent is granted or lawfully refused).

26.2 Consent

The Lessee must pay or reimburse the Council all reasonable costs, fees and expenses paid or incurred (including any fees of any agent or consultant) arising from or with respect to any application for consent or approval under this Lease.

26.3 No absolute caveat

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

26.4 Confidentiality

26.4.1 Subject to applicable laws, each party must keep confidential any information about the other party that becomes known as a result of this Lease or the transactions it contemplates and, which information is not in the public domain.

26.4.2 This clause 26.4 will remain enforceable by either party notwithstanding the expiry or termination of this Lease.

26.5 Waiver

If the Council accepts or waives any breach of this Lease by the Lessee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Lease.

26.6 Ombudsman

The Lessee acknowledges that the *Ombudsman Act 1972* empowers the Ombudsman to investigate matters in the public interest. The Lessee must ensure compliance with all obligations arising under that Act and all applicable Legislation.

26.7 Severance

If any part of this Lease is found to be invalid or void or unenforceable, then that part will be severed from this Lease and the remainder of this Lease will continue to apply.

26.8 Entire agreement

The Council and the Lessee acknowledge and agree that this Lease contains and represents the entire agreement reached between them with regard to the Premises and that no promises, representations or undertakings, other than those contained in this Lease, were made or given or relied upon.

EXECUTION

Executed as an agreement on the _____ day of _____

EXECUTED on behalf of **REMARK PARINGA COUNCIL ABN 91 578 073 215** under delegated authority by the Chief Executive Officer in the presence of:

Signature of Witness

TONY SIVOUR
Chief Executive Officer

Name of witness (please print)

IMPORTANT NOTICE: The Lessee acknowledges and agrees that the Council gives no warranty that the Premises will, either at the Commencement Date or for the duration of this Lease, be structurally suitable for the Permitted Use.

Executed by CHRISTOPHER PEARCE

Signature of Lessee

Signature of Witness

Name of Witness

Date

SCHEDULE 1– LEASE REFERENCE SCHEDULE

ITEM 1 Lessee	Name Christopher Pearce ABN 95 515 843 870 Address Contact for notices PO Box 699, Renmark SA 5341 (clause 25) Email dr-bob@riverland.net.au
ITEM 2 Premises	That portion of the Land being the land shown as the Second Floor Multi-Purpose Room of the Renmark Institute delineated in red on the plan attached as Annexure A .
ITEM 3 Land	The portion of the land comprised in Certificate of Title Volume 5828 Folio 230, more commonly known as 54 Ral Ral Avenue, Renmark SA 5341, delineated in red on the plan attached as Annexure A .
ITEM 4 Initial Term	5 years commencing on TBC (subject to public consultation policy) (the Commencement Date) and expiring at midnight on TBC.
ITEM 5 Rent	\$4,323.31 per annum (plus GST) payable quarterly in advance
ITEM 6 Review Dates and Review Method	Review Dates The Rent as stated in Item 5 will be reviewed annually on each anniversary of the Commencement Date of this Lease by CPI.
ITEM 7 Renewal Term	5 years.
ITEM 8 Permitted Use	For the purposes of the instruction of karate, self-defence, natural healing, massage and/or other such business incidental thereto
ITEM 9 Public Liability Insurance	Coverage of at least twenty million dollars (\$20,000,000.00) per claim
ITEM 10 Outgoings	“ Outgoings ” means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Premises including (but not limited to):

	○ if the Premises are not separately levied or assessed for any Rates and Taxes, then any such Rates and Taxes which are levied or assessed in respect of the Land; ○ the cost of insuring the Premises; ○ the cost of insuring the Council against public risk; ○ the amount of any excess or deductible not paid or excluded under any insurance policy taken out by the Council; ○ the cost of insuring the Council against loss of rent and other consequential loss for a period not exceeding twelve (12) months; ○ all costs of the Council in connection with the maintenance, repair, replacement and renovation of the Premises from time to time; ○ All costs of the Council in connection with providing security in, for and around the Premises (including equipment, systems and security and other personnel); and ○ all costs of the Council in connection with preparing and providing any audited statement which is required to be prepared and/or provided under this Lease or by Legislation.
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SCHEDULE 2 – SPECIAL CONDITIONS

1. SERVICE OF ALCOHOL

The Lessee must not:

- (a) serve, sell or provide to persons; or
- (b) consume or allow persons to consume;

alcohol or alcoholic beverages on the Premises without the consent of the Council.

2. RESUMPTION

- (a) The Council may terminate this Lease by giving at least three (3) months' written notice to the Lessee if the Council receives notice of resumption or acquisition of the Premises or the Land (or any part of the Land affecting the Premises) from or by any Statutory Authority.
- (b) The Council may terminate this Lease immediately by giving written notice to the Lessee if the Premises or the Land (or any part of the Land affecting the Premises) is Crown land dedicated to a particular purpose and:
 - (i) it is withdrawn from the Council's care control and management;
 - (ii) the purpose for which it has been dedicated is altered under section 18 of the *Crown Land Management Act 2009* ; or
 - (iii) the dedication is revoked under section 19 of the *Crown Land Management Act 2009* or other legislation.
- (c) Termination of this Lease under this Special Condition releases each party from further liability under this Lease, but does not affect a party's rights or liabilities for a prior breach.

3. REDEVELOPMENT

If for any reason the Council wishes to redevelop, renovate or demolish the Premises or any part of the Premises or the Land (the **Redevelopment**) then the Council may terminate this Lease subject to the following provisions:

- (a) if the Redevelopment involves demolition of the Premises:
 - (i) the Council must provide the Lessee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practicable time after this Lease is to be terminated; and
 - (ii) at any time after providing the Lessee with those details, the Council may give the Lessee written notice of termination of this Lease (the **Demolition Notice**) specifying the date on which this Lease is to come to an end, being a date not less than six (6) months after the Demolition Notice is given;

- (d) if the Redevelopment does not involve demolition of the Premises the Council may give the Lessee written notice of termination of this Lease (the **Termination Notice**) specifying the date on which the Lease is to come to an end being a date not less than three (3) months after the Termination Notice is given;
- (e) at any time after receiving a Demolition Notice or a Termination Notice, the Lessee may terminate this Lease by giving not less than seven (7) days' written notice to the Council;
- (f) unless terminated earlier by the Lessee this Lease comes to an end at midnight on the day specified in the Demolition Notice or the Termination Notice (as the case may be); and
- (g) when either party terminates this Lease under this Special Condition, the rights and obligations of the Council and the Lessee under this Lease come to an end, except with regards to an existing breach (for which the parties' rights will continue after termination of this Lease).

4. LESSEE RIGHTS

- (a) This Lease does not confer on the Lessee any right or entitlement to use and occupy the areas not identified in Item 2. These areas are identified as separate leased areas with the Council and is occupied by a third party pursuant to a hire agreement between that party and the Council.

ANNEXURE A – PLAN OF PREMISES

