

Dealing Number



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1. Lessor SOMERSET REGIONAL COUNCIL ABN 50 138 958 249	Lodger (Name, address, E-mail & phone number) Lodger Code
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2. Lot on Plan Description LOT 1, 2, AND 7 ON RP83075 LOT 3 ON RP83075	Title Reference 12944077 12948030
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3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
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4. Interest being leased
FEE SIMPLE

5. Description of premises being leased
WHOLE OF LAND

6. Term of lease Commencement date/event: 01/05/2025 Expiry date: 30/04/2030 and/or Event: #Options: 1 x 5 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration
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8. Grant/Execution
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- *the attached schedule; *the attached schedule and document no. ; * document no. ; *Option in registered Lease no. has not been exercised.
* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....Signature		
.....full name		
.....qualification	/ /
Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	Execution Date	Lessor's Signature

9. Acceptance
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

.....signature		
.....full name		
.....qualification	/ /
Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	Execution Date	Lessee's Signature

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The Lessee agrees with the Lessor as follows:-

1 INTERPRETATION AND DEFINITIONS

1.1 Definitions

"Land" means the land described in Item 2 of the Form 7 Lease together with all improvements on it.

"Lessee" means the person named in Item 3 of the Form 7 Lease and includes its successors in title and permitted assigns.

"Lessor" means the person named in Item 1 of the Form 7 Lease and includes its successors in title and assigns.

"Lessor's Property" means all plant, equipment, fixtures, fittings, improvement and other property the Lessor provides to the Lessee for use, or which is located on the Land.

"Lease" means this Schedule and the Form 7 Lease.

"Lessee's Employees and Agents" means the Lessee's employees, officers, agents, contractors, sublessees, licensees, invitees, members, visitors, customers and trespassers.

"Commencement Date" means the date this Lease is stated to commence in Item 6 of the Form 7 Lease.

"Expiry Date" means the date this Lease is stated to expire in Item 6 of the Form 7 Lease.

"Term" means the period from and including the Commencement Date to and including the Expiry Date.

"Permitted Use" means the use described in clause 5.1.

"Outgoings" includes all amounts paid or payable by the Lessor in connection with the land including without limitation:-

1.1.1 All rates, taxes (excluding land tax and the Lessor's income and capital gains tax), levies and other charges imposed by any authority.

1.1.2 The premium for any insurance which the Lessor reasonably considers is appropriate.

"Rent" means the rent referred to in Item 7 of the Form 7 Lease varied in accordance with clause 2.

"CPI" means the Brisbane All Groups Consumer Price Index or any index officially substituted for it.

1.2 Interpretation

Unless the contrary intention appears

The singular includes the plural and vice versa.

Person includes a firm, body corporate, an unincorporated association or an authority.

A reference to a law includes regulations and other instruments under it and amendments or replacements of any of them.

2 RENT

2.1 The Lessee will pay the Rent to the Lessor by monthly instalments in advance of the first day of each month.

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- 2.2 The first instalment is payable on the Commencement date.
- 2.3 The Rent will be reviewed during the Term and any further term on each anniversary of the Commencement Date ("the Review Date") as follows:-

$$\text{New Rent} = R \times \frac{A}{B}$$

Where: R = the Rent payable before the Review Date

A = CPI for the quarter ending immediately before the Review Date

B = CPI for the quarter ending 12 months immediately before the Review Date

3 OUTGOINGS

- 3.1 The Lessee will pay the Outgoings to the Lessor within seven (7) days of receiving an invoice from the Lessor.

4 OTHER CHARGES

- 4.1 The Lessee will pay:-
- 4.1.1 All accounts for the supply of electricity, telephone and other services to and from the Land;
 - 4.1.2 All fees for all licenses and permits associated with the Lessee's use;
 - 4.1.3 All Legal Costs, Duty and registration fees in connection with this Lease
 - 4.1.4 The Lessor's costs and expenses in obtaining or granting any consent under this Lease and exercising its rights under the Lease.

5 USE

- 5.1 The Lessee may only use the Land for the purpose of a commercial use as provided for in the Local Government Planning Scheme.
- 5.2 The Lessee must before it commences using the Land and throughout the Term obtain the necessary approvals, licences and renewals for the Permitted Use. The Lessee must comply with all approvals and licences.
- 5.3 The Lessee will comply on time with laws and requirements of authorities in connection with the use of Land including the zoning of the Land, the laws relating to health, safety, noise, contaminants and other environmental matters and in particular laws relating to the use of guns and other weapons.
- 5.4 The Lessee will not use facilities or services of the Land for any purpose other than their intended purpose.
- 5.5 The Lessee may store and use flammable, volatile or explosive substances on the Land so long as such substances are stored and used in accordance with all laws, regulations, licences and approvals.
- 5.6 The Lessee will not use the Land for any unlawful purpose
- 5.7 The Lessee will only use the Land during the hours specified in any regulation, law, permit, approval, or in the absence of these, those hours reasonably imposed by the Lessor.
- 5.8 The Lessee will be responsible for any loss or damage the Lessee suffers as a result of its use of the Land.

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- 5.9 The Lessee must keep the Land, including the Lessor's Property, all improvements and structures in a good and substantial state of repair and condition.
- 5.10 The Lessee will keep the Land in a clean and tidy condition free from rubbish and vermin and will ensure that the grass on the Land is regularly mown.
- 5.11 The Lessee must secure the Land and all improvements when it is unoccupied to prevent unauthorised access and use of the Land or anything on it.
- 5.12 The Lessee may not alter the Lessor's Property or remove it from the Land nor erect any improvements on the Land without first obtaining the consent of the Lessor.
- 5.13 The Lessee acknowledges that the Lessor does not warrant the suitability of the Land for the use permitted under this Lease.

6 LIABILITY AND INDEMNITY

- 6.1 The Lessee is liable for and indemnifies the Lessor against liability or loss arising from and costs incurred in connection with:-
 - 6.1.1 Damage, loss, injury or death caused or contributed to by the act, neglect or default of the Lessee or the Lessee's Employees or Agents;
 - 6.1.2 The Lessor doing anything which the Lessee must do under this Lease but has not done or has not done properly.
- 6.2 The Lessee releases the Lessor from and agrees that the Lessor is not liable for liability or loss arising from and costs incurred in connection with:-
 - 6.2.1 Damage, loss, injury or death unless it is caused by the act, neglect, default of the Lessor or its employees or agents;
 - 6.2.2 Anything the Lessor is permitted to do under this Lease;

7 INSURANCE

The Lessee must: -

- 7.1 Maintain with insurers and on terms approved by the Lessor in the joint names of the Lessor and the Lessee and any other person named by the Lessor:-
 - 7.1.1 Public Risk Insurance for at least \$10 million (as varied by notice from the Lessor to the Lessee); and
 - 7.1.2 Any other insurance required by law or which in the Lessor's reasonable opinion a prudent Lessee would take out.
- 7.2 Give the Lessor evidence that it has complied with this clause when asked to do so.
- 7.3 Ensure that any insurance policy effected by the Lessee contains a waiver by the insurance company of any rights of subrogation that it may have against the Lessor.
- 7.4 Not do anything which may affect rights under any insurance, or which may increase insurance premiums payable in connection with the Land.

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8 LESSOR'S OBLIGATIONS AND RIGHTS

8.1 The Lessor may enter the Land at any time on giving 2 days written notice.

9 TRANSFERRING AND SUB - LEASING

9.1 The Lessee may not transfer, assign, sub-let, licence or otherwise part with possession of the Land.

9.2 The Lessee may sub-let or licence the Land or part of it, if before it sub-leases or licences:-

9.2.1 The Lessee satisfies the Lessor that the proposed sub-Lessee or licensee is respectable with experience in and a good reputation for conducting the Permitted Use and holds the appropriate licences to do so;

9.2.2 The proposed sub-Lessee or licensee signs a deed in a form reasonably required by the Lessor in which the sub-Lessee or licensee:-

9.2.2.1 Agrees to be bound by this Lease;

9.2.2.2 Acknowledges that it must comply with the obligations of the Lessee under this Lease.

9.2.3 The Lessee and the sub-Lessee or licensee complies with all the Lessor's reasonable requirements.

10 POWER OF ATTORNEY

10.1 The Lessee irrevocably nominates and appoints the Lessor's officers and any nominee appointed in writing for the purposes of this clause to be the attorney of the Lessee.

10.2 At any time after the power to re-enter contained in this Lease has been exercised (proof of which will be a statutory declaration of the Lessor or an officer of Lessor) the attorney may sign and register a transfer or surrender of this Lease or withdrawal of caveat.

10.3 In doing so, the attorney may use the Lessee's name and do anything relating to the Land which the Lessee could do.

10.4 The Lessee will ratify and confirm any lawful act of the attorney.

10.5 The Registrar of Titles is authorised to act upon the statutory declaration and to accept it as sufficient evidence of the termination of the Lease.

11 YIELDING UP

The Lessee shall, at the expiration of the lease or its earlier termination, yield up possession of the land in a good condition having regard to its condition at the commencement of the lease.

12 HOLDING OVER

12.1 If the Lessee, with the consent of the Lessor, remains in occupation of the land after the expiration of the lease then:

(1) the Lessee will be a Lessee from month to month from the Lessor of the land on the same terms of this lease insofar as they are applicable to a monthly tenancy;

(2) the rent payable in respect of the monthly tenancy will be the amount of the rent calculated by reference to paragraph 2.3.

13 DEFAULT

13.1 Clauses 2, 3, 4, 5, 7 and 9 are essential terms of this Lease.

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13.2 The Lessee will be in default of this Lease if:-

13.2.1 The Rent or any other money payable by the Lease is unpaid for 1 month;

13.2.2 The Lessee fails to perform or observe any of its covenants or obligations under this Lease;

13.2.3 The Lessee enters into any form of liquidation, is wound up or dissolved, enters into a scheme of arrangement for creditors or placed under official management or an administrator of its assets is appointed.

13.3 If the Lessee does not comply with an obligation under this Lease and the Lessee does not remedy the non-compliance within a reasonable time after the Lessor gives the Lessee notice under section 124 of the *Property Law Act*, the Lessor may terminate this Lease:-

13.3.1 By giving the Lessee notice;

13.3.2 Or by re-entry.

14 WAIVER

14.1 No rights under this lease shall be deemed to be waived except by notice in writing agreed to by the parties.

15 LESSEE'S FIXTURES

15.1 If the Lessee has paid the rent hereby reserved and duly observed and performed all the terms and conditions on its part contained in this lease then at the expiration or sooner determination of this lease the Lessee shall remove from the land all fixtures and fittings erected or installed by it PROVIDED THAT the Lessee shall make good any damage caused by such removal and PROVIDED FURTHER that should the Lessee fail to remove such fixtures and fittings within 28 days after the expiration or sooner determination of the term the same shall be deemed abandoned and become the property of the Lessor absolutely without obligation to pay any compensation whatsoever.

16 GOODS AND SERVICES TAX

16.1 For the purposes of this Clause unless the context otherwise requires:-

(a) "Act" means A New Tax System (Goods and Services Tax) Act 1999;

(b) "G.S.T." means any tax, levy, charge or impost implemented under the *A New Tax System (Goods and Services Tax) Act* ("G.S.T. Act") or an Act of the Parliament of the Commonwealth of Australia substantially in the form of or which has a similar effect to the G.S.T. Act;

(c) Where any other term is used in this clause which is defined in the Act it shall have the meaning which it bears in the Act.

16.2 If G.S.T. has application to any supply made under this Lease the Lessor may in addition to rent and any other amount or consideration expressed as payable elsewhere in this Lease subject to issuing a valid Tax Invoice recover from the Lessee an additional amount on account of GST such amount to be calculated by multiplying the amount of consideration payable by the Lessee for the supply by the prevailing GST rate.

17 VARIATION

17.1 This lease may be amended or varied only by agreement in writing by the parties.

18 SEVERABILITY

18.1 If any term or condition of this lease is prohibited, invalid or unenforceable the term or condition shall be ineffective and severed from this lease to the extent that it is prohibited, invalid or unenforceable without affecting the validity or enforceability of the other terms and conditions of this lease.

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19 ENTIRE AGREEMENT

19.1 This lease constitutes the entire agreement of the parties with respect to the terms and conditions of this lease and supersedes all prior agreements, representations, understanding and negotiations (written or oral or implied) with respect to its terms and conditions.

20 SERVICE OF NOTICES

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
- (c) Sent by email to their email address when it will be treated as received when it enters the recipient's information system.

21 ADDRESS FOR NOTICES

Lessee:

Lessor: Somerset Regional Council
PO Box 117
ESK QLD 4312
Telephone: (07) 5424 4000
Email: mail@somerset.qld.gov.au