
**Mid
Murray
Council**



**ROCKLEIGH
PROGRESS ASSOCIATION
ROCKLEIGH OLD SCHOOL
& TENNIS COURTS**



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LEASE

BETWEEN: MID MURRAY COUNCIL ABN 88313305455 of ("Council")
49 Adelaide Road, MANNUM SA 5238

AND: ROCKLEIGH PROGRESS ASSOCIATION INC?? ("Lessee")
ABN – TO BE ADVISED

BACKGROUND

- A. The Council is the registered proprietor of Lot 18 (School) and Lot 123 (Tennis Courts) Rockleigh Road, Rockleigh.
- B. In this Agreement, the parties agree for the Council to grant a right to Lease the Premises to the Lessee.
- C. The Lessee has inspected the Premises and accepts the same "As Is." and is fit for the purposes for which the Lessee intends to use it.
- D. Prior to the granting of this Lease, the Council has undertaken public consultation in accordance with the provisions of Section 202(2) of the *Local Government Act 1999* and its public consultation policy.

TERMS

1. INTERPRETATION

1.1 The statements in the Background above form part of this Agreement.

1.2 The expressions below have the following meanings:

"**Council**" means the Mid Murray Council and, where the context allows, includes the Council's employees, servants, agents and contractors.

"**Premises**" means that part of the land described in **Item 2** of the Schedule, including any buildings, structures, fences, improvements and fixtures that are on the property now or are erected during the Term.

"**Fee**" means the fee stated in **Item 5** of the Schedule, subject to review as this Agreement may allow, and payable by the Lessee to the Council at the times and in the instalments stated in **Item 6** of the Schedule.

"**GST**" and "**tax invoice**" have their meaning in A New Tax System (*Goods and Services Tax Act 1999*).

"**Lessee**" means the person/s so described above, and the "**Lessee's visitors**" includes the Lessee's employees, agents, contractors, and anybody else that the Lessee allows onto the Premises.

"**Permitted Use**" means a use stated in **Item 7** of the Schedule.

"**Schedule**" means the Schedule at the back of this Agreement.

"**Term**" means the period stated in **Item 3** of the Schedule starting on the date in **Item 4** of the Schedule, subject to early termination or extension as this Agreement may allow.

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- 1.3 A reference to a party includes that party's successors and transferees.
 - 1.4 Words in the singular include words in the plural and *vice versa*.
 - 1.5 If two or more persons are referred to in the Schedule as "Lessee" then this Agreement binds them jointly and severally.
 - 1.6 The words "person" or "group" includes a body corporate.
 - 1.7 A reference to any Act or law includes any Act or law that amends or replaces it.
 - 1.8 Clause headings are for reference only and should not be taken into account in interpreting this Agreement.

2. GRANT

The parties agree the Council grants to the Lessee a right to occupy the Premises during the Term on the terms of this Agreement.

3. LESSEE'S OBLIGATIONS

The Lessee agrees with the Council as follows:

3.1 Fee

- 3.1.1 The Lessee must pay the Fee to the Council in the amounts, in the instalments, and at the times this Agreement requires.
- 3.1.2 The Fee will be reviewed 12 months after the commencement date set out in **Item 4** of the Schedule, and thereafter at intervals of twelve months until the Term ends.
- 3.1.3 Any increase in the Fee will be in proportion to the increase in the Consumer Price Index (all groups index for Adelaide) (CPI) published by the Australian Statistician for the previous 12 months. If there is no increase in the CPI then the annual Fee will not change.

3.2 Rates, Taxes, Charges and Costs

- 3.2.1 The Lessee must pay on time and in full all rates, taxes and charges relating to the Premises no matter whether they are charged, levied or assessed on the Lessee or the Council. Such include charges for telephone, water (including excess water), power, gas or security services to the Premises.
- 3.2.2 In addition to Fee, the Council may recover from the Lessee any GST for which the Council becomes liable by reason of this Agreement, conditional upon the Council issuing a tax invoice for the payment.
- 3.2.3 The Lessee must comply with its obligations under this Agreement at its own cost.

3.3 Dealings by the Lessee

Except with the Council's prior written consent, the Lessee must not:

- 3.3.1 assign the whole or any of their interest in this Agreement;
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- 3.3.2 (subject to Clause 3.5) grant a sub-lease, licence or concession for the whole or a part of the Premises;
 - 3.3.3 (subject to Clause 3.5) part with or share possession of the whole or a part of the Premises; or
 - 3.3.4 grant a mortgage, charge, lien or pledge over the whole or any of their interest in this Agreement.

Consent under this Clause 3.3 may be conditional.

3.4 Use of the Premises and Land

The Lessee must not use nor allow any other person to use the Premises for:

- 3.4.1 any purpose or activity except the Permitted Use unless it first gets the consent of the Council in writing;
- 3.4.2 carrying on a business other than stated; or
- 3.4.3 anything that is illegal or immoral.

3.5 Hiring of the Premises

- 3.5.1 The Lessee may hire the Premises to other persons or bodies on a casual or seasonal basis.
- 3.5.2 The Lessee may fix conditions and fees for the hiring of the Premises. Council reserves the right to fix conditions and fees for the hiring of the Premises by the Lessee and the Lessee must comply with any conditions or fees set by the Council.
- 3.5.3 The Lessee must ensure that any hire agreement it enters into does not breach Clause 3.4.

3.6 Comply with Laws

- 3.6.1 The Lessee must comply with the provisions of all Acts, regulations, by-laws which affect the Lessee's occupation or use of the Premises.
- 3.6.2 The Lessee must comply with any requirement imposed by any local government or semi-government authority in relation to the Premises or to the Lessee's occupation or use of the Premises.
- 3.6.3 Without limiting the generality of Clause 3.6.2, the Lessee must specifically comply with all requirements under laws dealing with workplace safety, public health, public safety, fire safety and safety generally.

3.7 Liquor Licences

- 3.7.1 Unless the Lessee first gets the consent of the Council in writing, the Lessee must not in relation to the Premises apply for or hold:
 - (a) a liquor licence under the *Liquor Licensing Act 1997*; or
 - 3.7.2 If the Lessee obtains a licence of a kind to which Clause 3.7.1 refers, the Lessee must ensure that it and any Lessee's visitors do not do:
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- (a) anything that is in breach of the relevant Act or of the conditions of any licence; or
- (b) anything that may result in the licence being revoked or suspended.

3.8 Maintenance and Repair

3.8.1 The Lessee must maintain the Premises in good condition and free from hazards and must:

- (a) keep the Premises clean, tidy and free from dirt, rubbish and vermin;
- (b) keep the Premises in good repair (fair wear and tear and damage by fire, storm, tempest, act of god, war, riot, civil commotion and earthquake excepted);
- (c) keep internal painting of any buildings and other improvements in the Premises to the Council's satisfaction;
- (d) keep all toilet fittings, sinks, drains, pipes and other plumbing in good repair and free from blockages and ensure that no part of the Premises becomes insanitary;
- (e) keep any vegetation, lawns or garden on the Premises maintained in an attractive state;
- (f) keep all of the Lessee's property in good condition so as to prevent any hazard to any person or any deterioration in the condition of the Premises;
- (g) repair any damage to the Premises caused by the Lessee or any Lessee's visitors;
- (h) notify the Council as soon as it becomes aware of any defects in the Premises or anything which could present a hazard or cause harm to any person or the Premises.

3.8.2 The Lessee does not have to undertake structural works on the Premises except for:

- (a) works on any building or structure erected by the Lessee under Clause 6.1;
- (b) works needed as a result of a negligent or wrongful act or omission by the Lessee or any Lessee's visitors;
- (c) works needed as a result of a breach of this Agreement by the Lessee; or
- (d) works needed as a result of the use to which the Premises is being put.

3.8.3 The obligations imposed upon the Lessee in this Clause are to be carried out at the Lessee's expense except if the cost of doing it is covered by insurance which either the Council or the Lessee has taken out under this Agreement.

3.8.4 Annexed to this lease are the maintenance responsibilities at **Annexure 2** in accordance with Council's Leases and *Licences Policy for Community, Sporting and Recreational Organisations* adopted 2018.

3.9 **Entry by the Council**

3.9.1 The Lessee must allow the Council to enter the Premises for the purpose of inspecting its condition and state of repair.

3.9.2 Except in an emergency, the Council must give the Lessee reasonable notice before exercising its right under this Clause 3.9.

3.10 **Work Required by the Council**

3.10.1 If the Council finds on inspection that any part of the Premises for which the Lessee is responsible needs maintenance or repair then the Council may notify the Lessee in writing of the work to be done and the time within which such work must be done.

3.10.2 The Lessee must comply with the notice to the satisfaction of the Council within the time stated in the notice (which must not be less than fourteen (14) days except in the case of an emergency).

3.10.3 If the Lessee fails to carry out the work required by the notice within the time specified or fails to do the work to the satisfaction of the Council then the Council may undertake the repairs. The cost of such repairs and any other reasonable costs incurred by the Council will be recoverable from the Lessee.

3.11 **Erection/Alteration of Buildings**

3.11.1 Unless the Lessee first gets the consent of the Council in writing it must not in or on the Premises:

- (a) erect a building or structure;
- (b) fix anything to the outside of a building or structure;
- (c) alter any existing water supply or drainage facilities;
- (d) alter or demolish an existing building or structure;
- (e) install any water, gas or electrical appliances;
- (f) install any lighting or air conditioning equipment;
- (g) paint any building, structure or other surface in a colour different to that which exists;
- (h) make any other change of a permanent nature.

3.11.2 If the Council consents to any of the works under this Clause 3.11 then the works must be done strictly in accordance with any plans and specifications approved by the Council and will be done at the reasonable cost of the Lessee.

3.12 **Ownership of Improvements**

Unless the Lessee obtains the written acknowledgment of the Council, all structures, improvements, fixtures and fittings located in or on the Premises at any time during the Term will become the property of and belong to the Council irrespective of whether the Lessee or the Council purchased them.

3.13 Lessee's Property

- 3.13.1 The Council may (despite anything else to the contrary in this Agreement) serve the Lessee with a notice in writing (either during the Term or at the end of the Term) requiring the Lessee to remove any of the Lessee's fixtures and fittings from the Premises.
- 3.13.2 The Lessee must comply with the notice within twenty eight (28) days of receiving it and must at its own cost repair any damage so caused to the Premises.
- 3.13.3 If the Lessee fails to comply with the notice, the Council may do any of the actions required by the notice and the Lessee must pay to the Council any reasonable costs incurred by the Council in doing so.

3.14 Signs

Unless the Lessee first gets the consent of the Council in writing, the Lessee must not display in or on the Premises any sign that is visible from outside the Premises.

3.15 Offensive Activities

- 3.15.1 The Lessee must not do, nor allow its visitors to do, within the Premises or on any adjoining property:-
- (a) anything that is noisy, offensive or dangerous;
 - (b) anything that may cause annoyance, nuisance, or damage to any lessee or owner of nearby land;
 - (c) anything that may become an offence against any Act, regulation or by-law;
 - (d) anything that may cause any insurance policy to become void or to be subject to an increased premium.
- 3.15.2 The Lessee must not bring anything into the Premises which is dangerous, harmful, poisonous, explosive or flammable unless it first gets the consent of the Council in writing.

3.16 Notification of Accidents and Hazards

The Lessee must promptly notify the Council in writing of:

- 3.16.1 any accident that occurs in, on or associated with the Premises;
- 3.16.2 anything in, on or associated with the Premises that needs repairing;
- 3.16.3 anything that could present a hazard or that could harm any person upon the Premises or the Premises.

3.17 Constitution Rules and Reports

- 3.17.1 The Lessee must supply to the Council on request:
- (a) a copy of its constitution;
 - (b) a copy of any rules or by-laws of the Lessee;
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- (c) a copy of any amendments to the constitution, rules or by-laws of the Lessee within twenty eight (28) days of them being made;
- (d) a copy of the annual report of the Lessee including the balance sheets and any auditor's report.

3.17.2 The Lessee must make available at the request of the Council:

- (a) the financial records of the Lessee;
- (b) the minutes of any meeting of the Lessee or any committee of the Lessee.

4. INDEMNITIES AND INSURANCES

4.1 Indemnity

The Lessee indemnifies the Council against all actions, demands, losses, damages, costs and expenses for which the Council may become liable arising wholly or partly from any of the following:

- 4.1.1 the misuse, negligent use, waste or abuse by the Lessee or its visitors of any services at the Premises including, but not limited to, water, gas, electricity or oil;
- 4.1.2 the overflow, leakage or escape of water (including rain water), fire, gas or electricity or other harmful agent in or from the Premises caused or contributed to by any act or omission of the Lessee or any Lessee's visitors;
- 4.1.3 loss, damage or injury to property or persons caused or contributed to by the Lessee or any Lessee's visitors' use or occupation of the Premises;
- 4.1.4 loss, damage or injury to property or persons in or on the Premises caused or contributed to by the neglect or default of the Lessee or any Lessee's visitors;
- 4.1.5 loss, damage or injury to property or persons in or on the Premises caused or contributed to by Lessee's neglect or failure to observe or perform any of its obligations pursuant to this Agreement.

4.2 Limits on the Council's Liability

- 4.2.1 The Lessee will occupy and use the Premises at the risk of the Lessee.
- 4.2.2 The Lessee releases the Council from any costs or loss arising from any accident, damage or injury occurring on the Premises except where such accident, damage or injury results from any wilful or negligent act or omission of the Council.
- 4.2.3 The Council is not responsible for any loss of or damage to any fixtures, fittings or personal property of the Lessee.
- 4.2.4 The Council is not responsible for any costs or loss suffered by the Lessee arising from any malfunction of or interruption to:
 - (a) water, gas or electricity services;
 - (b) air conditioning equipment;
 - (c) fire equipment;
 - (d) any other plant, machinery or services; or

- (e) the blockage of any gutters, pipes or drains.

4.3 Public Risk Insurance

- 4.3.1 The Lessee must take out and maintain during the Term a public risk insurance policy for at least **\$20,000,000** or such other amount as stated in **Item 8** of the Schedule. The policy will be in respect of injury, loss or damage occurring in or on the Premises and will note the Council's rights and interests as controller of the Premises.
- 4.3.2 The Lessee must produce a copy of the policy and a certificate of currency each year on renewal of the policy or at such other time as the Council may request.

4.4 Property and Contents Insurance

The Lessee must keep current during the Term, for the Premises and the Lessee's Equipment:

- 4.4.1 all insurance in respect of the Lessee's Equipment and any improvements for their full replacement value;
- 4.4.2 insurance of the Premises' contents against damage by fire, storm, tempest, earthquake, flood, explosion, lighting, malicious damage, removal of debris, architects' and engineer's fees and other such risks as the Council thinks fit from time to time for the full reinstatement value; and
- 4.4.3 other insurances required by law or which the Council reasonably requires for at least the amounts the Council reasonably requires.

4.5 Requirements for policies

- 4.5.1 Each policy the Lessee takes out under this clause 4 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.
- 4.5.2 Any proceeds of a claim in respect to the insurance policy set out in clause 4.4.2 that are received by the Council or the Lessee shall be applied towards reinstatement, rebuilding, repair or replacement of the Premises.

4.6 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 4. During the Term the Lessee must:

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- 4.6.1 pay each premium before it is due for payment;
 - 4.6.2 give the Council certificates of currency each year when the policies are renewed and at other times upon the Council's request;
 - 4.6.3 not allow any insurance policy to lapse or vary without the Council's consent; and
 - 4.6.4 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.

4.7 Insurance affected

- 4.7.1 The Lessee must not do anything which will or may:
 - (a) prejudice any insurance required under this clause 4; or
 - (b) increase the premium for any insurance required under this clause 4.
- 4.7.2 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.

4.8 Termination or Reduction of Fee on Damage

If the whole or any part of the Premises is destroyed or damaged for any reason such as to make it substantially unfit for the Lessee's use and occupation then this Clause 4.8 will apply.

- 4.8.1 The Council may (in its absolute discretion) decide not to rebuild or reinstate the Premises. If the Council so decides then it may end this Agreement by written notice to the Lessee.
- 4.8.2 If the Council elects not to end this Agreement under Clause 4.8.1, then it must ensure that the Premises is made fit for use by the Lessee within a reasonable time frame.
- 4.8.3 Until the Council either ends the Agreement or makes the Premises fit for use, the Fee and any other payments due under this Agreement will be reduced. The amount of any reduction will be determined by the Council and will depend upon the nature and extent of the damage sustained and will continue until the Premises is reinstated or made fit for the Lessee's occupation and use.
- 4.8.4 If, after six (6) months the Premises has not been substantially reinstated by the Council, this Agreement may be terminated by either party by giving notice to the other in writing.
- 4.8.5 Any such termination will not reduce the rights of either party in respect of any previous breaches of this Agreement.

5. COUNCIL'S OBLIGATIONS

The Council agrees that if the Lessee pays the Fee in accordance with this Agreement and complies with its obligations under this Agreement, then during the Term the Lessee may quietly enjoy the Premises for the Permitted Use.

6. EXPIRY OR EARLY TERMINATION OF LEASE

6.1 Termination

- 6.1.1 This clause applies if the Lessee:
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- (a) fails to pay the Fee or any other money which is due to the Council for a period of twenty eight (28) days from the due date for payment;
 - (b) fails to meet any other of its obligations under this Agreement; or
 - (c) becomes insolvent or in the case of an incorporated association ceases to be incorporated under the *Associations Incorporation Act 1985*.

6.1.2 If this Clause applies, the Council may serve on the Lessee a notice in writing stating:

- (a) the nature of the breach;
- (b) what the Lessee must do to remedy the breach;
- (c) the time frame in which the Lessee must remedy the breach;
- (d) whether the Lessee is to pay any compensation and, if so, how much.

6.1.3 If the Lessee fails to comply with the notice within the time stated in it then the Council may end this Agreement and take possession of the Premises.

6.1.4 The right to terminate the Agreement and enter into possession will not reduce the Council's right to take any other action for any of the Lessee's previous breaches.

6.2 Surrender

6.2.1 Upon the expiration or earlier termination of the Agreement, the Lessee will peacefully and quietly surrender and give up possession of the Premises.

6.2.2 Subject to Clause 3.12, the Lessee may remove from the Premises any of the Lessee's fixtures and fittings and must immediately repair any damage caused in removing them.

6.2.3 The Lessee will leave the Premises in good condition, repair and cleanliness.

6.2.4 Any reasonable costs incurred by the Council in cleaning or repairing any damage caused by the Lessee in surrendering the Premises may be recovered by the Council from the Lessee.

7. DISPUTE RESOLUTION

7.1 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.

7.2 In the event that negotiations do not resolve the dispute within thirty (30) 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.

7.3 Nothing in this Lease is intended to limit either party's right to seek a legal remedy for any dispute that arises.

7.4 The parties agree that matters arising out of any conflict must be kept confidential.

8. OTHER RIGHTS AND OBLIGATIONS

8.1 The Council able to Undertake Works

The Council or any persons authorised by the Council may at any time enter the Premises and carry out any improvements, additions, alterations or any other work. In so doing, the Council must use its best endeavours to cause as little disturbance as possible to the Lessee.

8.2 Resumption

If the Council receives notice of any proposed resumption or acquisition of the Premises by any Government (Federal or State) or other authority, or if the control of the Premises is otherwise taken away from the Council, then the Council may terminate this Agreement by giving three (3) months' notice in writing to the Lessee.

8.3 Renewal

8.3.1 At the end of the initial Term, the Lessee will be entitled to an extension of the Term for the period set out in **Item 9** of the Schedule provided that:

- (a) the Lessee gives the Council a written notice of its desire to be granted the extension not less than three (3) and not more than six (6) months before the expiration of the initial Term;
- (b) the Lessee has not committed any frequent and/or substantial breaches of the Agreement during the initial Term; and
- (c) the Lessee is not in breach of the Agreement at the time the notice is given.

8.3.2 The extended Term will be on the same terms and conditions as this Agreement but will exclude the right of further renewal.

8.4 Holding Over

8.4.1 If, with the consent of the Council, the Lessee continues to occupy the Premises after the expiry of the Term then this Agreement will continue as a monthly occupation on these same terms and conditions.

8.4.2 Either party may give the other one (1) month's written notice to terminate the monthly occupation with the occupation expiring one (1) month from the date the notice is given.

8.5 Waiver

The failure or omission by either party to take any action for the breach of any provision of this Agreement will not stop either party from taking action in relation to any other breaches of the same or any other provision of the Agreement.

8.6 Notices

Any notice required to be given by either party to the other must be in writing and must be given by delivering it or posting it to the address appearing in the Schedule or to such other place as previously nominated by either party to the other.

8.7 Severance

If any provision or obligation of this Agreement is invalid, unlawful or not applicable, then it will be deleted from the Agreement without affecting any other of the parties' obligations under this Agreement.

8.8 Entire Agreement

The terms contained in this Lease comprise the whole of the agreement between the parties. It is expressly agreed and declared by the parties that no further or other terms exist between them with respect to the Premises or the Lease.

8.9 No Warranty

The Lessee acknowledges that the Council has not given any warranty as to the condition of the Premises or its suitability for the use referred to in the Schedule or for any other use.

8.10 Regulatory

8.10.1 If the Permitted Use requires the grant of development consent under the *Development Act 1993*, the right to occupy under this Agreement is not effective pending such consent being obtained.

8.10.2 The Council enters into this Agreement under section 202 of the *Local Government Act 1999* as a person having right to possession of the Premises and not in any other capacity.

8.10.3 This Agreement does not fetter or evidence the exercise of any regulatory function or power the Council has now or in the future (whether under the *Development Act 1993*, *South Australian Public Health Act 2011*, *Local Nuisance and Litter Control Act 2016* or other legislation). When the Council exercises a regulatory function or power, the Council will be taken to be a third party to this Agreement. To avoid doubt, a Council's consent to any change in use or building work in relation to the Premises is not regulatory consent as may be required under the *Development Act 1993*.

8.10.4 If the *Retail and Commercial Leases Act 1995* applies or comes to apply to this Agreement and a provision of this Agreement is or becomes inconsistent with that Act, that provision must be read down or failing that severed from this Agreement to the extent of the inconsistency.

8.11 Special Conditions

8.11.1 Any Special Conditions as set out in **Item 10** of the Schedule are incorporated into this Agreement.

8.11.2 Where there is any inconsistency between any Special Condition and any other obligation in this Agreement then the Special Condition will prevail to the extent of the inconsistency.

DATED the ?? day of ??? 2021

THE COMMON SEAL of the Mid Murray Council)
affixed in the presence of:)
)

.....
Mayor – Dave Burgess

.....
Chief Executive Officer – Ben Scales

THE COMMON SEAL of Rockleigh Progress)
Association was affixed in the presence of:)
)

.....
Authorised Officer Signature

.....
Printed Name

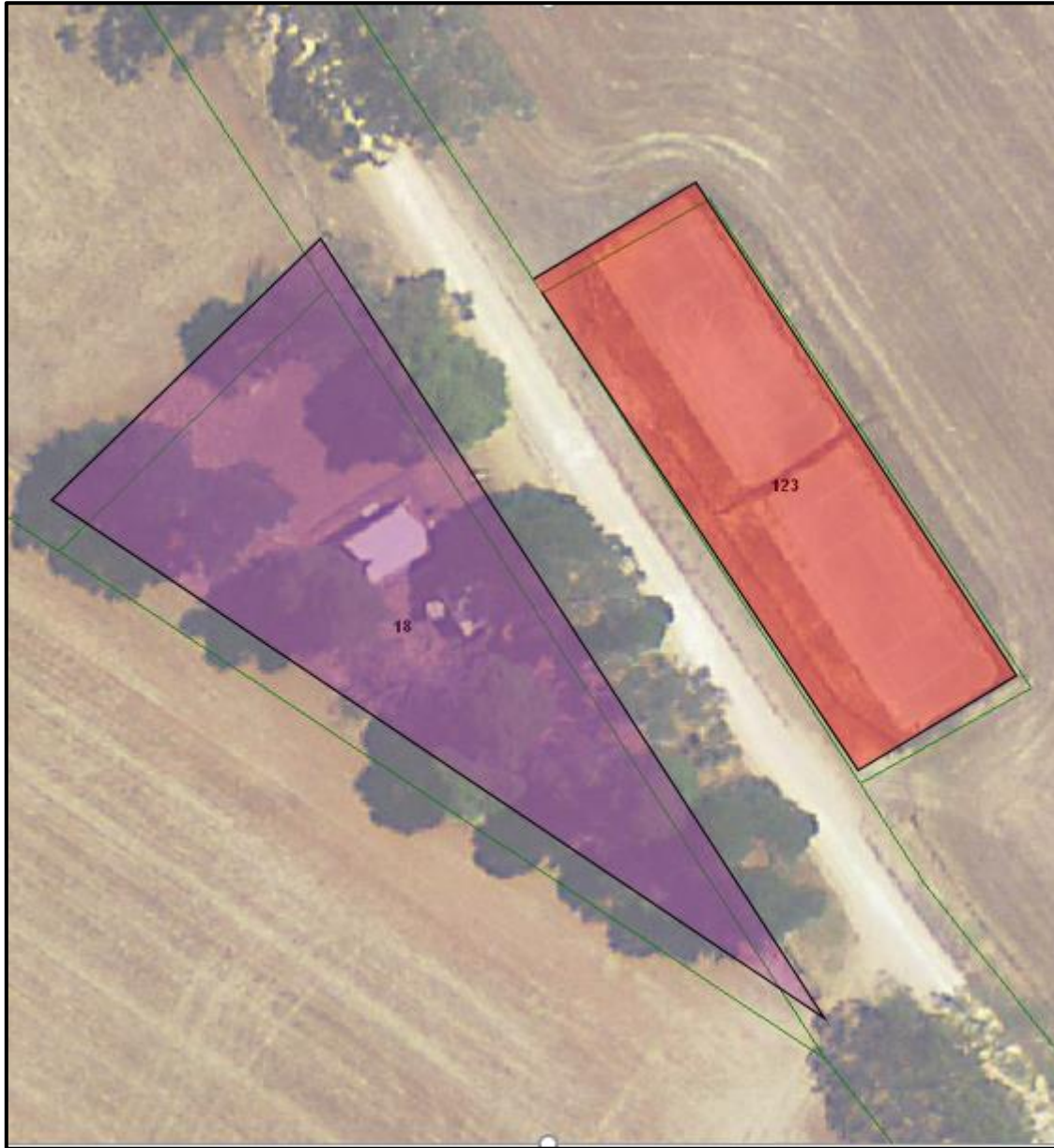
.....
Authorised Officer Signature



.....
Printed Name

SCHEDULE 1

Item The Lessee:	1	Name: Rockleigh Progress Association Incorporated Address:
Item Premises:	2	Location of premises: <ul style="list-style-type: none"> • School – Lot 18 Rockleigh Road, Rockleigh CT Volume 5806 Folio 9 Delineated in purple on plan annexed to this agreement. • Tennis Court – Lot 123 Rockleigh Road, Rockleigh CT Volume 5806 Folio 8 Delineated in red on the plan annexed to this agreement.
Item The Term:	3	21 years
Item Commencement Date:	4	<00>
Item Fee:	5	\$ 1.00 per 12 months, and <i>pro rata</i> part of 12 months, if invoiced.
Item Date for Payment of the Fee:	6	To be paid in advance on the anniversary of the commencement date each year during the Period, if invoiced.
Item Permitted Use:	7	For use associated with a community building and tennis courts.
Item Public Insurance:	8 Risk	\$20,000,000 To be taken out by the Lessee Note: The Council has the right to require the Lessee to alter the Public Risk Insurance to a greater or lesser figure as nominated by the Council during the Period.
Item Period Extension:	9 of	21 years
Item Special Conditions	10	3.2 – Rates, Taxes, Charges and Costs. 100% discretionary rebate for rates raised against Lots 18 & 23 Rockleigh Road, Rockleigh as per Council’s annual Reviews 4.3 – Public Risk Insurance 4.3.2 – The Lessee may forward a copy of the certificate of currency, each year, on the anniversary of the commencement date of the Lease as stated in Item 4 of the Schedule or at such other time as the Council may request

ANNEXURE 1 PLAN OF SITE



-  School
-  Tennis Courts

ANNEXURE 2

MAINTENANCE RESPONSIBILITIES

as per Lease Policy

The following responsibilities apply to Community based groups/services (Lessee) in relation to the leasing of Council land/facilities in accordance with Council's *Leases and Licences Policy for Community, Sporting and Recreational Organisations*:

Lessee/Licensee Responsibility for Council owned buildings and land

- All outgoings – except for Council General Rates and Emergency Services Levy. Including, but not limited to electricity, water, gas, telephone, internet
- Day-to-day repairs and maintenance of a non-capital nature as specified in a lease agreement e.g. replacement of light globes, washers, taps, carpet repairs, waste disposal costs, signage
- Internal painting of buildings
- Public Liability Insurance
- Contents Insurance
- Volunteers Business pack/Committee Insurance
- Air conditioners (maintenance and repair)
- Floors maintenance/floor coverings
- Plumbing maintenance including fittings
- Stoves and other electrical items
- Cleaning of roofs, gutters and downpipes
- Maintenance of door locks
- Maintenance of rainwater tanks
- Maintenance of roller doors
- Cleaning of Premises
- Maintenance of curtains/drapes/blinds
- Doors interior/exterior
- Boundary fence and gates
- Internal fence and gates
- Tennis Court : Surface - repair and replacement
 Fencing and gates - repair and replacement
 Lighting - repair and replacement

Council Responsibility for Council owned buildings and land

- Preparation of lease documentation (including public consultation costs)
 - Property insurance
 - External painting
 - Hot water service
 - Graffiti clean up
 - Pest control
 - Septic maintenance/repair
 - Maintenance of fire safety equipment
 - Extinguishers
 - Exit lights
 - Car park areas
 - Repair building structural faults where it is not a result of negligent maintenance or use by the lessee
 - Development Act fees associated with land division (if greater than six years)
-