



**CHIEF EXECUTIVE OFFICER ATTACHMENTS
ORDINARY MEETING OF COUNCIL
WEDNESDAY 10 DECEMBER 2025**

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WORK HEALTH SAFETY REPORTING – NOVEMBER 2025

COUNCIL KPI'S – MONTHLY REPORT – WORK, HEALTH AND SAFETY

Second Quarter –November 2025

Reporting month	Drug tests performed	Alcohol tests performed	Positive drug test and bac exceedance	Workers' compensation claims	Current workers compensation claims	Near misses and incident	Medically treated injuries	Restricted work injuries	Lost time injuries
November	9	15	0	1	1	6	1	0	0

NEAR MISS, INCIDENT AND DAMAGE REPORT

Incident	Date	Department and Location	Type of Injury / Incident / Near Miss
314	19/11/2025	Technical Services, Bindoon	Injury - Unlocking trailer off truck, Hand got injured
315	24/11/2025	Technical Services, Bindoon	Injury - Branch fell out of truck and knocked on head, causing tension in neck
316	5/11/2025	Technical Services, Muchea	Hazard - Shire workers and contractors to radio that they are entering Landfill
317	19/11/2025	Technical Services, Bindoon	Incident - CH1256 Slightly bent rear bar on watercart
318	15/11/2025	Technical Services, Muchea	Incident - Known patron collecting scrap metal, in way of reversing trailers etc
319	15/11/2025	Technical Services, Muchea	Near Miss - Basin damaged at Landfill almost cutting employee hand

WHS TRAINING AND DEVELOPMENT

Training	Training Organisation
Mad, bad, sad, tears, abuse and threats for LG – 28 Employees attended	Preferred Training Networks
First aid training – 6 Employees (Renewal)	Time Critical
Rural fire awareness training – (3 Outdoor crew and Landfill)	Online - DFES

SITE INSPECTIONS

Areas
5 Fire Brigades – Preformed by Prompt Safety Solutions

SAFETY OBSERVATIONS

Areas
Toolbox meeting with Prompt Safey regarding Traffic Management and the upcoming hot weather
Larger door mats required in the passage coming in and out of the building, to avoid slipping
Raised wedge needed for library door, easy access for wheelie bins
Portable radios in crib room need servicing and batteries replaced
A frame signs needed for Landfill when closed in case of a fire

CEO06-09/20 Tourism Advisory Group Establishment

Applicant	Shire of Chittering
File ref	ECDEV.TOUR.OPS; N202523
Author	Economic Development Coordinator
Authorising Officer	Chief Executive Officer
Disclosure of interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure
Voting requirements	Simple Majority
Attachments	1. "DRAFT" Terms of Reference

Executive Summary

Council is requested to consider establishing an Advisory Group for tourism in Chittering consisting of seven members including a Councillor and a deputy Councillor.

Background

At the Ordinary Council Meeting held on 20 May 2020, the following recommendation was passed by Council:

9.4.3 OFFICER RECOMMENDATION / COUNCIL RESOLUTION 090520

Moved Cr Angus / Seconded Cr Hughes

That Council:

1. *Considers an allocation of funding in the 2020/21 Annual Budget to absorb the operations of the Visitor Centre and create a marketing and tourism role;*
2. *Considers sub-leasing the Visitor Centre building for use as a Post Office; and*
3. *Investigates the establishment of a Council Committee for the purpose of tourism.*

CARRIED 7/0

Pursuant to this resolution, Council is provided with the opportunity to form the group, and nominate a representative and a proxy representative to this group.

Consultation/Communication ImplicationsLocal

An advisory group body consisting of local tourism businesses and Council recommend and review the strategic action undertaken in tourism activities by the Shire.

State

Nil

Legislative ImplicationsState

Nil

Local

Nil

Policy ImplicationsState

Nil

Local

Nil

Financial Implications

Nil

Strategic ImplicationsLocal

- Strategic Community Plan 2017-2027
Focus area: Economic Growth
Objective: S4.3 Increased Visitors
Strategy: S4.3.1 Support and promote accommodation options
S4.3.3 Facilitate, promote and support ecotourism
- Economic Development Strategy 2015-2025
Focus areas: Business Support and Growth, Visitor Attraction, Key Economic Precincts, Regional Collaboration.

State

Nil

Site Inspection

Not applicable

Triple Bottom Line AssessmentEconomic implications

There are no known significant economic implications associated with this proposal.

Social implications

A more community-inclusive decision-making process in regards to strategic decisions and management in tourism.

Environmental implications

There are no known significant environmental implications associated with this proposal.

Officer Comment/Details

Each year the Shire works on tourism-related strategic projects with limited input from the tourism industry in the region. By creating a Tourism Advisory Group, local industry personnel can provide their input and knowledge to Council to assist them in their decision making-process, whilst providing an opportunity to track the progress and review works undertaken.

The draft "Terms of Reference" as contained in **Attachment 1** should be considered.

OFFICER RECOMMENDATION

Moved Cr Hughes / Seconded Cr Osborn

That Council:

1. Establish an advisory group consisting of seven members made up of:
 - a. One member of Council;
 - b. One representative from the Chittering Tourist Association;
 - c. Five tourism industry stakeholders from the Chittering region.
2. Adopt the aforementioned Terms of Reference.
3. Nominate Cr Carmel Ross as the delegate and Cr Peter Osborn as the deputy delegate.
4. Authorises the Chief Executive Officer to select five tourism industry stakeholders from the Chittering region to sit on the Tourism Advisory Group.

AMENDMENT

Moved Cr Gibson / Seconded Cr Davis

That Point "3" be amended to reflect Cr John Curtis as the deputy delegate.

CARRIED 4/3

8:09PM

Cr Gibson provided the following reasons:

Cr Gibson stated that this meeting is to nominate people and that he didn't know why people were already in there. Cr Curtis expressed an interest on being on this group and therefore nominate him as the deputy. It is in the interest of the committee that they have a variation of views, not all on the same side, because it is pretty pointless having a committee if you have everyone agreeing.

SUBSTANTIVE / COUNCIL RESOLUTION 170920

That Council:

1. Establish an advisory group consisting of seven members made up of:
 - a. One member of Council;
 - b. One representative from the Chittering Tourist Association;
 - c. Five tourism industry stakeholders from the Chittering region.
2. Adopt the aforementioned Terms of Reference.
3. Nominate Cr Carmel Ross as the delegate and Cr John Curtis as the deputy delegate.
4. Authorises the Chief Executive Officer to select five tourism industry stakeholders from the Chittering region to sit on the Tourism Advisory Group.

CARRIED 7/0

8:11PM

CEO04 – 04/25

Chittering Tourism Advisory Group Dissolution

Applicant	Shire of Chittering
File ref	ECDEV.TOUR.OPS
Author	Economic Development and Tourism Coordinator
Authorising Officer	Chief Executive Officer
Disclosure of Interest	Neither the Author nor Authorising Officer have any impartiality, Financial or Proximity Interests that requires disclosure
Voting requirements	Simple Majority
Attachments	1. Agenda Item CEO06 – 09/20 Tourism Advisory Group Establishment 2. Terms of Reference

	Authority / Discretion	Definition
<input type="checkbox"/>	Advocacy	When Council advocates on its own behalf or on behalf of its community to another level of government/body/agency.
<input checked="" type="checkbox"/>	Executive	The substantial direction setting and oversight role of Council. e.g. adopting plans and reports, accepting tenders, directing operations, setting and amending budgets.
<input type="checkbox"/>	Legislative	When Council initiates or adopts a policy position, or a local law.
<input type="checkbox"/>	Quasi-Judicial	When Council determines an application/matter that directly affects a person's rights and interests. The judicial character arises from the obligation to abide by the principles of natural justice. Examples of Quasi-Judicial authority include development applications, building licences, applications for other permits/licences (e.g. under Health Act, Dog Act or Local Laws) and other decisions that may be appealable to the State Administrative Tribunal.
<input type="checkbox"/>	Information	Includes items for information purposes only and do not require a decision of Council (to 'note' only).

Executive Summary

Council is requested to dissolve the Chittering Tourism Advisory Group and deliver and report on tourism activities in accordance with the Shire of Chittering Economic Development Strategy 2021-2031.

Background

In September 2020, Council established the Chittering Tourism Advisory Group (CTAG) to provide strategic recommendations on tourism activities delivered in the Shire. See Attachment 1.

At this time, the operations of the Visitor Centre were relinquished by the Chittering Tourism Association (CTA) and Council agreed to appoint an officer to deliver tourism and marketing services.

The CTAG consisted of 7 members including a Councillor and proxy, member of CTA and 5 members from local tourism businesses.

Due to the passage of time, several factors have impacted the potential value of advisory services provided by the CTAG including:

- Amalgamation of the CTA and Chittering Chamber of Commerce and Industry and subsequent duplication of members across the CTBA and CTAG
- Change of internal Shire staffing including the appointment of an Economic Development and Tourism Coordinator
- Council endorsement of the Shire of Chittering Economic Development Strategy 2021-2031
- Commencement of regular meetings with the CTBA Chair and Shire Economic Development and Tourism Coordinator, and Shire representation at the CTBA Committee meetings on an ad hoc basis.

Consultation Summary

Local

The Shire Economic Development and Tourism Coordinator meets with the Chair of the CTBA on a regular basis. During these meetings, the CTBA Chair has queried the Shire's approach to the CTAG, resulting in a detailed internal enquiry into the history the group and outcomes achieved through this mechanism.

In early March 2025, current members of the CTAG were invited to provide feedback on the perceived effectiveness of the CTAG and a suggested alternative approach as outlined below:

'For strategic input, it is suggested that the CTBA formally request Council to provide a delegate to the CTBA. This delegate would be a Councillor assigned to the committee to gather and provide information of a strategic nature. The delegates key role is to provide a conduit for the two-way flow of information between the CTBA and the Council.'

Three CTAG members responded and agreed with the suggested approach with an additional request for the Shire to make available tourism and visitor data on request.

State

Nil

Legislative Implications

Local

Nil

State

Nil

Policy Implications

Local

Nil

State

Nil

Financial Implications

Nil

Strategic Assessment / ImplicationsLocal

- Strategic Community Plan 2024 – 2034

Community Theme:	Economy
Community Aspiration:	Stimulate Sustainable Economic Growth
Strategy:	4.2 – Investing in Tourism Infrastructure
Strategic Objective:	Promote economic growth that is sustainable, inclusive, and supportive of local businesses and employment opportunities

State

Nil

Site Inspection

Site inspection undertaken: Not applicable

Environmental Consideration

Environmental consideration given: Not applicable

Risk Assessment / Implications

Risk	Likelihood	Consequences	Risk Analysis	Mitigation
Financial Impact: Tourism activities stagnate resulting in a decline in the number of tourists visiting the Shire of Chittering	Possible	Moderate	Low	Frequent meetings between the Shire Economic development and Tourism Coordinator, tourism business, industry representative bodies and tourism agencies including Destination Perth, Tourism WA
Opportunity: Nil				

Officer Comment / Details

The CTAG was formed in 2020 during the Covid-19 pandemic at a time of uncertainty for the Chittering Tourism Association.

The CTAG provided a mechanism to inform Council of tourism industry priorities from members that represented a broad range of tourism providers in the region.

The objectives of the groups as defined in the Terms of Reference (Attachment 2) were to make recommendations on economic development strategies related to tourism and to suggest targets and track progress made by the Shire in undertaking tourism development activities.

Since this time, the Chittering Chamber of Commerce and Industry and Chittering Tourism Association have amalgamated resulting in duplication of members across the CTAG and CTBA which no longer aligns with the groups 'Terms of Reference' and original intent of the group.

The Shire has subsequently developed Economic Development and Tourism Strategy, which Council endorsed in August 2021, providing direction on tourism activities to be delivered in the region. The progress on delivering on this strategy is reported on as part of the Shire's existing reporting processes including the Annual Report.

The recent appointment of the Economic Development and Tourism Coordinator and subsequent increase in capacity to manage external stakeholder relationships, marketing, tourism asset development and acquisition of funding at an Officer level is an opportunity to reconsider the necessity of this group.

Officer's will commence a review of the 2021-2031 Economic Development and Tourism Strategy, which include broad community and stakeholder engagement and focus on collaborative opportunities with industry. Officers recommend the CTAG be dissolved in favour of following the strategy as the guide to delivery of tourism activities. Officers have suggested the CTBA consider requesting the attendance of a Council delegate at their meeting to gather and provide information of a strategic nature.

OFFICER RECOMMENDATION

Moved Cr King, seconded Cr Dewar

That Council dissolve the Chittering Tourism Advisory Council and deliver tourism and report on tourism activities in accordance with the Shire of Chittering Economic Development and Tourism Strategy 2021-2031.

LOST: 3 / 4

TIME: 8.41pm

For: Cr King, Cr Dewar, Cr Hughes

Against: Cr Angus, Cr Curtis, Cr Campbell, Cr Ross

ALTERNATIVE MOTION / COUNCIL RESOLUTION 120425

Moved Cr Ross, seconded Cr Campbell

That Council:

- 1. Defers decision-making about the future of the Chittering Tourism Advisory Group until the planned review of the 2021-2031 Economic Development and Tourism Strategy is completed, and endorsed Council;**
- 2. Requires the above review to include consideration of consultation processes relating to the tourism industry, including reviewing the Terms of Reference of the Chittering Tourism Advisory Group.**
- 3. Directs the Chief Executive Officer to continue to convene meetings (usually three per year) of the Chittering Tourism Advisory Group until points 1 and 2 of this decision have been completed and recommendations are made to Council concerning the value of continuing or disbanding the Chittering Tourism Advisory Group.**

CARRIED: 5 / 2

TIME: 8.54pm

For: Cr Angus, Cr Curtis, Cr Campbell, Cr Ross, Cr Hughes

Against: Cr King, Cr Dewar

Title:	Chittering Tourism Advisory Group
Purpose and Role	
<p>The purpose of this Group is:</p> <ul style="list-style-type: none"> To advise the Shire on tourism initiatives relevant to the Chittering region to support the Shire's Tourism Strategy, stimulate major investment, drive economic growth, and diversify our tourism offers. Advisory Group: The role of an advisory group is to act in an advisory capacity, providing the Shire with its views and/or proposals relevant to the objectives for which the group was established. <p>It is put together to get opinions and make recommendations and/ or provide key information and materials to the Council, usually of a strategic nature. The Group is not a committee and has no delegated decision-making abilities.</p>	
1. Aims & Functions	
<p>1.1 To assist Council with the identification of strategic tourism issues and the development of strategies relating to these issues.</p> <p>1.2 To review and shape the Shire of Chittering Tourism Strategy.</p> <p>1.3 To recommend to Council on policy matters pertaining to tourism development in the Chittering local government area (LGA).</p> <p>1.4 To receive information on tourism matters relevant to the Shire of Chittering.</p> <p>1.5 To receive information on strategic tourism development partnerships (including funding partnerships/sponsorships) with external organisations.</p>	
2. Membership:	
<p>2.1 The Group shall consist of the following representation:</p> <ul style="list-style-type: none"> One Councillor; One representative from the Chittering Tourism and Business Association; and A maximum of eight representatives from the Chittering tourism industry. <p>2.2 Representatives from the tourism community are to be approved by the Chief Executive Officer.</p> <p>2.3 Membership shall be for a period of up to two years terminating on the day of the Ordinary Council Elections, with retiring members eligible to reapply.</p>	

2.4	Members must comply with the Shire's Code of Conduct.
2.5	The Group has authority to second-hand individuals from outside of the Group, on a voluntary basis, for their expert advice.
2.6	Consideration will not be given to any nomination received from a person who is currently serving as an Elected Member of a neighbouring Council.
2.7	The Shire of Chittering will provide administrative support in the form of secretarial services to this group.
3. Chair and Deputy Chair:	
3.1	The Chairperson will be the appointed Councillor.
3.2	The Chairperson will preside at all meetings.
3.3	In the absence of the Chairperson, a Council appointed Proxy will assume the Chair, and in their absence, a person is to be elected by the Group present to assume the Chair.
3.4	The Chairperson is responsible for the proper conduct of the Group.
4. Meeting Procedures:	
4.1	Meetings:
4.1.1	The Group shall meet on a regular basis as determined by the nominated Group members.
4.1.2	A Notice of Meetings including an Agenda to be circulated to the Group members (including Deputy Delegates) at least 48 hours prior to each meeting where possible.
4.1.3	Members to provide their inputs as per the Aims and Functions of the group in writing to the Chair at least 24 hours prior to the Agenda being circulated to facilitate open discussion and debate. Deadlines will be communicated as part of the scheduling of meetings.
4.1.4	The Chairperson shall determine the final agenda prior to each meeting.
4.1.5	The Chairperson shall ensure that detailed minutes of all meetings are kept and that copies are made available to all Group members (including Deputy Delegates) as soon as practicable after the meeting. The Minutes are to be available for public inspection.
4.1.6	A Group Recommendation does not have effect, unless it has been made by simple majority. A simple majority is the agreement of not less than half of the votes present at the meeting.
4.1.7	All endorsed members (or the proxy or Deputy Delegate attending in lieu of the Elected Member) of the Group will have one vote. The Chairperson will have the casting vote and simple majority will prevail.
4.2	Quorum:
	A quorum will require attendance from 50% of voting Delegates.

4.3 Motions on Notice

- 4.3.1 A Group member may raise at a meeting any business that the member considers appropriate, and which is relevant to the purpose of the Advisory Group, in the form of a Motion, of which 24-hour notice has been given in writing to the Chairperson prior to the compilation of the Agenda for that meeting.
- 4.3.2 Any items to be considered by the Shire of Chittering Council are to be submitted through the standard Ordinary Meeting of Council (OCM) agenda process. Under instruction and approval by the Chief Executive Officer, Officers will prepare an agenda item for inclusion in the OCM agenda. For avoidance of doubt, Council will receive the minutes, but any actions recommended by the group will be prepared as separate agenda items, if required, for Council's consideration.

5. Delegated Authority:

- 5.1 The Advisory Group has no delegated power and has no authority to implement its recommendations without approval of Council.
- 5.2 The Advisory Group has no delegated authority to commit Council to the expenditure of monies.
- 5.3 Matters requiring Council consideration will be subject to separate specific reports to Council.

Deed of Extension and Variation of Lease 21 Binda Place, Bindoon

SHIRE OF CHITTERING
Landlord

MINISTER FOR WORKS
Tenant

State Solicitor's Office
Commercial and Conveyancing
28 Barrack Street
Perth WA 6000
Telephone: (08) 9264 1888
Ref: 3535-25

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Deed of Extension and Variation of Lease made on**20****Parties** **SHIRE OF CHITTERING** of PO Box 70 Bindoon 6502 ("**Landlord**")

MINISTER FOR WORKS being a body corporate pursuant to the provisions of the *Public Works Act 1902* WA of care of Assistant Director, Government Office Accommodation, Department of Housing and Works, Locked Bag 11, Cloisters Square, Perth, Western Australia 6850 ("**Tenant**")

Background

- A. The Landlord is the registered proprietor of the Premises.
- B. The Tenant leases the Premises pursuant to the Lease.
- C. The Tenant has agreed with the Landlord to extend and vary the Lease.

Operative Provisions

1. Interpretation**1.1 Definitions**

In this Deed:

"Business Day" means a day other than a Saturday, Sunday or public holiday in Western Australia.

"Commencement Date" means the commencement date mentioned in the schedule.

"Extended Term" means the extended term mentioned in the schedule and, if that extended term is renewed or extended or held over, the renewed or extended or held over term.

"Lease" means the document or documents mentioned in the schedule.

"Premises" means the premises mentioned in the schedule.

"Rent" means the rent mentioned in the schedule.

"Rent Review Dates" means the rent review dates mentioned in the schedule.

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation;
- (b) unless defined in clause 1.1 of this Deed, words defined in the Lease have the same meaning when used in this Deed;

and unless the context indicates a contrary intention:

- (c) a reference to any person includes that person's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;

- (d) a reference to this Deed or to any other agreement, deed or document includes, respectively, this Deed or that other agreement, deed or document as amended, novated, supplemented, varied or replaced from time to time;
- (e) words importing the singular include the plural (and vice versa), words denoting a given sex include the other sex and words denoting individuals include corporations (and vice versa);
- (f) a reference to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment or any statutory provision substituted for it and ordinances, by-laws, regulations and other statutory instruments issued under any legislation;
- (g) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Deed and a reference to this Deed includes any schedule, exhibit and annexure;
- (h) if any day appointed or specified by this Deed for the payment of any money or doing of any thing falls on a day which is not a Business Day, the day so appointed or specified will be deemed to be the next Business Day;
- (i) if more than one person is under an obligation to act or not to act under this Deed, the liability of those persons so identified binds each of them severally and every two or more of them jointly; and
- (j) if more than one person receives the same benefit under this Deed the benefit is to be enjoyed by each of them severally.

2. Extension of Lease

The Landlord grants a lease of the Premises to the Tenant for the Extended Term from and including the Commencement Date on the terms contained in this Deed.

3. Variation of Lease

- (a) The Lease will be varied in the manner stated in item 7 of the schedule so that from and including the commencement of the Extended Term, the Lease is to be read and construed as incorporating those variations and will bind the parties to the Lease and this Deed accordingly.
- (b) The parties agree that except as varied by this Deed, the Lease remains in full force and effect.

4. Lease terms to apply

The Tenant and the Landlord agree that all of the provisions of the Lease apply to the lease of the Premises for the Extended Term except to the extent the provisions of the Lease:

- (a) are varied by this Deed; or
- (b) relate to any exercised option to renew or extend the Lease.

5. Rent

The Tenant agrees with the Landlord:

- (a) to pay the Rent at the times mentioned in the Lease to the Landlord; and
- (b) that the Rent is to be reviewed on the Rent Review Dates in the manner provided in the Lease (as amended by this Deed and as noted for ease of reference in the schedule),

during the Extended Term.

6. Tenant to comply with Lease

The Tenant agrees with the Landlord to perform and observe the provisions of the Lease to be performed and observed by the Tenant (as varied by this Deed and except to the extent those provisions of the Lease are inconsistent with this Deed) as though they were fully set out in this Deed and to do so at all times during the Extended Term.

7. Landlord to comply with Lease

The Landlord agrees with the Tenant to perform and observe the provisions of the Lease to be performed and observed by the Landlord (as varied by this Deed and except to the extent those provisions of the Lease are inconsistent with this Deed) as though they were fully set out in this Deed and to do so at all times while the Landlord is the registered proprietor of the Premises.

8. Costs and duty

8.1 Costs

Each party shall pay its own legal costs of and incidental to instructions for and preparation of this Deed.

8.2 Tenant to pay duty

The Tenant agrees with the Landlord to pay all duty assessed on this Deed.

9. General provisions

9.1 Further acts

The parties will promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by any other party to carry out and effect the intent and purpose of this Deed.

9.2 Governing law

This Deed shall be governed by the laws of the State of Western Australia.

9.3 Severability

Any clause of this Deed, which is illegal, void or unenforceable, is only ineffective to the extent of that illegality, voidness or unenforceability, without invalidating the remaining clauses.

Schedule

1. Commencement Date

1 December 2025

2. Extended Term

4 years expiring on 30 November 2029

3. Lease

- (a) A Lease dated 25 October 2017 between the Landlord and the Tenant for a term commencing on 14 November 2017 and expiring on 30 September 2021; and
- (b) A Deed of Extension and Variation of Lease dated 14 July 2021 between the Landlord and the Tenant for a term of 4 years and 2 months commencing on 1 October 2021 and expiring on 30 November 2025 with two options to renew for periods of 4 years each commencing on 1 December 2025 and 1 December 2029.

4. Premises

The whole of the Land and the building situated at 21 Binda Place Bindoon, with an area of 163.40 square metres as more particularly described in the Lease.

5. Rent

\$25,523.08 per annum plus GST, being \$156.20 per square metre per annum plus GST, and being a gross rental amount.

6. Rent Review Dates

Date	Method
1 December 2026	CPI
1 December 2027	CPI
1 December 2028	CPI

7. Variations

(1) Gross rental

The parties agree that the Rent is a gross rental inclusive of all Outgoings, operating expenses, utilities, water and electricity, and that no additional charges apply to the lease of the Premises. Accordingly, the Lease is amended as follows:

- (a) Item 13 '*Outgoings*' is deleted.
- (b) A new item 15(6) is added to the Information Table to read as follows:
 - (6) ***Gross lease***

The Rent is a gross rental inclusive of all Outgoings, operating expenses, utilities, water and electricity, and no additional charges apply to the lease of the Premises.

- (c) Clause 4 '*Outgoings*' is deleted.
- (d) Clause 5 '*Outgoings Adjustment*' is deleted.
- (e) Clause 6 '*Utilities*' is deleted.

Executed as a deed

The COMMON SEAL of the)
SHIRE OF CHITTERING)
is hereby affixed by authority of the)
Council in the presence of)

President

Chief Executive Officer

Name (BLOCK LETTERS)

Name (BLOCK LETTERS)

SIGNED for and on behalf of the **MINISTER**)
FOR WORKS by Jeremy Parasiliti, Assistant)
Director, Lease Management for the time being of)
the Department of Housing and Works acting under)
delegated authority pursuant to Section 5A of the)
Public Works Act 1902 in the presence of)

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Occupation of Witness (Block Letters)

Deed of Extension and Variation of Lease 21 Binda Place, Bindoon

SHIRE OF CHITTERING
Landlord

MINISTER FOR WORKS
Tenant

State Solicitor's Office
Commercial and Conveyancing
28 Barrack Street
Perth WA 6000
Telephone: (08) 9264 1888
Ref: SSO: 3642-17

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Deed of Extension and Variation of Lease made on 14 July 2021

Parties SHIRE OF CHITTERING of PO Box 70 Bindoon 6502 ("Landlord")

MINISTER FOR WORKS being a body corporate pursuant to the provisions of the Public Works Act 1902 WA of care of Department of Finance, Building Management and Works, Locked Bag 44, Cloisters Square, Perth, Western Australia 6850 ("Tenant")

Background

- A. The Landlord is the registered proprietor of the Premises.
- B. The Tenant leases the Premises pursuant to the Lease.
- C. The Tenant has agreed with the Landlord to extend and vary the Lease.

Operative Provisions

1. Interpretation

1.1 Definitions

In this Deed:

"Business Day" means a day other than a Saturday, Sunday or public holiday in Western Australia.

"Commencement Date" means the commencement date mentioned in the schedule.

"Extended Term" means the extended term mentioned in the schedule and, if that extended term is renewed or extended or held over, the renewed or extended or held over term.

"Lease" means the document or documents mentioned in the schedule.

"Premises" means the premises mentioned in the schedule.

"Rent" means the rent mentioned in the schedule.

"Rent Review Dates" means the rent review dates mentioned in the schedule.

1.2 Interpretation

- In this Deed:
- (a) headings are for convenience only and do not affect interpretation;
 - (b) unless defined in clause 1.1 of this Deed, words defined in the Lease have the same meaning when used in this Deed;
- and unless the context indicates a contrary intention:
- (c) a reference to any person includes that person's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;

- (d) a reference to this Deed or to any other agreement, deed or document includes, respectively, this Deed or that other agreement, deed or document as amended, novated, supplemented, varied or replaced from time to time;
- (e) words importing the singular include the plural (and vice versa), words denoting a given sex include the other sex and words denoting individuals include corporations (and vice versa);
- (f) a reference to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment or any statutory provision substituted for it and ordinances, by-laws, regulations and other statutory instruments issued under any legislation;
- (g) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Deed and a reference to this Deed includes any schedule, exhibit and annexure;
- (h) if any day appointed or specified by this Deed for the payment of any money or doing of any thing falls on a day which is not a Business Day, the day so appointed or specified will be deemed to be the next Business Day;
- (i) if more than one person is under an obligation to act or not to act under this Deed, the liability of those persons so identified binds each of them severally and every two or more of them jointly; and
- (j) if more than one person receives the same benefit under this Deed the benefit is to be enjoyed by each of them severally.

2. Extension of Lease

The Landlord grants a lease of the Premises to the Tenant for the Extended Term from and including the Commencement Date on the terms contained in this Deed.

3. Variation of Lease

3.1 Variation

- (a) The Lease will be varied in the manner stated in item 7 of the schedule so that from and including the commencement of the Extended Term, the Lease is to be read and construed as incorporating those variations and will bind the parties to the Lease and this Deed accordingly.
- (b) The parties agree that except as varied by this Deed, the Lease remains in full force and effect.

3.2 Further renewal terms

The Landlord acknowledges and agrees that the Tenant is granted the further options to renew the Lease which are specified in item 7 of the schedule.

4. Lease terms to apply

The Tenant and the Landlord agree that all of the provisions of the Lease apply to the lease of the Premises for the Extended Term except to the extent the provisions of the Lease:

- (a) are varied by this Deed; or

- (b) relate to any exercised option to renew or extend the Lease.

5. Rent

The Tenant agrees with the Landlord:

- (a) to pay the Rent at the times mentioned in the Lease to the Landlord; and
 - (b) that the Rent is to be reviewed on the Rent Review Dates in the manner provided in the Lease (as amended by this Deed and as noted for ease of reference in the schedule),
- during the Extended Term.

6. Tenant to comply with Lease

The Tenant agrees with the Landlord to perform and observe the provisions of the Lease to be performed and observed by the Tenant (as varied by this Deed and except to the extent those provisions of the Lease are inconsistent with this Deed) as though they were fully set out in this Deed and to do so at all times during the Extended Term.

7. Landlord to comply with Lease

The Landlord agrees with the Tenant to perform and observe the provisions of the Lease to be performed and observed by the Landlord (as varied by this Deed and except to the extent those provisions of the Lease are inconsistent with this Deed) as though they were fully set out in this Deed and to do so at all times while the Landlord is the registered proprietor of the Premises.

8. Costs and duty

8.1 Costs

Each party shall pay its own legal costs of and incidental to instructions for and preparation of this Deed.

8.2 Tenant to pay duty

The Tenant agrees with the Landlord to pay all duty assessed on this Deed.

9. General provisions

9.1 Further acts

The parties will promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by any other party to carry out and effect the intent and purpose of this Deed.

9.2 Governing law

This Deed shall be governed by the laws of the State of Western Australia.

9.3 Severability

Any clause of this Deed, which is illegal, void or unenforceable, is only ineffective to the extent of that illegality, voidness or unenforceability, without invalidating the remaining clauses.

9.4 Caveat

The Landlord consents to the Tenant lodging a "subject to claim" caveat on the certificate of title to the Land in respect of this Deed. The Tenant must withdraw the caveat once it has ceased to have an interest in the Land under this Deed.

Schedule**1. Commencement Date**

1 October 2021

2. Extended Term

4 years and 2 months expiring on 30 November 2025

3. Lease

A Lease dated 25 October 2017 between the Landlord and the Tenant for a term commencing on 14 November 2017 and expiring on 30 September 2021.

4. Premises

The whole of the Land and the building situated at 21 Binda Place Bindoon, as more particularly described in the Lease.

5. Rent

\$14,484.38 per annum (being \$88.65 per square metre per annum) plus GST for the first 12 months of the Extended Term (for the sake of clarity the Rent is the same as payable immediately prior to the commencement of the Extended Term).

6. Rent Review Dates

Date	Method
1 December 2022	CPI
1 December 2023	CPI
1 December 2024	CPI

7. Variations

(a) Item 6 of the Information Table to the Lease is amended to read as follows:

Item 6 Option to Extend this Lease**(1) First Option Period:**

4 years and 2 months commencing on 1 October 2021 and expiring on 30 November 2025

(2) Second Option Period:

4 years commencing on 1 December 2025 and expiring on 30 November 2029

(3) **Third Option Period:**

4 years commencing on 1 December 2029 and expiring on 30 November 2033

- (b) Item 11 of the Information Table to the Lease is amended to read as follows:

Item 11 **Market Review Dates**

During the Second Option Period: 1 December 2025

During the Third Option Period: 1 December 2029

- (c) Item 12 of the Information Table to the Lease is amended to read as follows:

Item 12 **CPI Review Dates**

During the Term: 1 October 2018, 1 October 2019 and 1 October 2020

During the First Option Period: 1 December 2022, 1 December 2023 and 1 December 2024

During the Second Option Period: 1 December 2026, 1 December 2027 and 1 December 2028

During the Third Option Period: 1 December 2030, 1 December 2031 and 1 December 2032

Executed as a deed

The COMMON SEAL of the
SHIRE OF BENDON CHITTERING
is hereby affixed by authority of the
Council in the presence of



Kylie Michelle Hughes

President

Kylie Michelle Hughes

Name (BLOCK LETTERS)

Matthew Craig Giffellow

Chief Executive Officer

MATTHEW CRAIG GIFFELLOW

Name (BLOCK LETTERS)

SIGNED for and on behalf of the MINISTER)
FOR WORKS by Vladimir Mrdak, General)
Manager for the time being of the Department)
of Finance acting under delegated authority)
pursuant to Section 5A of the Public Works)
Act 1902 in the presence of)

[Signature]

[Signature]

Signature of Witness

Jeremy Parasiliti

Name of Witness (Block Letters)

1/- 16 Parkland Road, Osborne Park

Address of Witness (Block Letters)

Public servant

Occupation of Witness (Block Letters)



6177 Great Northern Highway
PO Box 70 Bindoon WA 6502
☎ (08) 9576 4600
✉ chatter@chittering.wa.gov.au
www.chittering.wa.gov.au

**LEASE OF PORTION OF CHITTERING MULTI-PURPOSE HEALTH CENTRE
– GREAT NORTHERN HIGHWAY, BINDOON**

SHIRE OF CHITTEIRNG

("Lessor")

AND

JUPITER HEALTH AND MEDICAL SERVICE PTY LTD

AND

WA COUNTRY HEALTH SERVICES

("Lessee")

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DETAILS

Parties

Shire of Chittering

of 6177 Great Northern Highway, Bindoon, Western Australia
(Lessor)

Jupiter Health and Medical Services Pty Limited

of 37 Englefield Retreat, Landsdale, Western Australia
(ACN 151 083 055)
(GP)

WA Country Health Services

of c/- PO Box 690, Northam, Western Australia

The Minister for Health is incorporated as the WA Country Health Service under s7 of the *Hospitals and Health Services Act 1927* (WA) and has delegated all the powers and duties as such to the Director General of Health
(WACHS)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease, and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Lease.

AGREED TERMS

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Amounts Payable means the Rent, outgoings, Operating Expenses and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Business Day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in Item 4 of the Schedule;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

Contamination has the same meaning as the word "contaminated" in the *Contaminated Sites Act*;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

GP Lease means the lease agreement between the Lessor in respect of the GP Premises;

GP Premises means that part of the Medical Centre as defined in the GP Lease and as shown coloured purple on the sketch annexed to this Lease as Annexure 1;

GP Relevant Proportion means 48.65%;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes;

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Lessor's Fixtures and Fittings means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term. An initial list of the Lessor's Fixtures and Fittings installed at the Commencement Date is annexed hereto as Annexure 2;

Medical Centre means the building described at Item 1 of the Schedule;

Month or **month** means a calendar month;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Operating Expenses means any amount expended by or on behalf of the Lessor, including provisions and adjustments appropriate for the Lease year in respect of the whole of the Medical Centre (including the Premises) or the Land (and not otherwise the direct responsibility of the WACHS under the WACHS Lease or the GP under the GP Lease) in connection with:

- (a) insurance premiums and any other costs or expenses relating to any insurance which the Lessor reasonably takes out in connection with the Medical Centre;
- (b) the appointment of a managing agent for the management of the Medical Centre (except to the extent that the amounts payable to the managing agent exceed 3% of the Rent payable under this Lease during the relevant Lease year);
- (c) administration, management and operation of the Medical Centre including the auditing of statements relating to the Operating Expenses;
- (d) the running, lighting, cleaning, repair, maintenance, servicing and replacement of the Premises and all equipment in and services provided to the Premises or the Medical Centre or for the general benefit of the lessees of the Medical Centre including signs, toilets and bathrooms, car parking areas and the cost of spare or replacement parts;
- (e) supplying electricity, gas, telephone, sewerage and other services to the Premises or for the general benefit of the lessees of the Medical Centre;
- (f) the repair, maintenance, renovation and replacement of the buildings and other areas comprising the Medical Centre except structural repairs;
- (g) cleaning, maintaining and repairing the Premises including any exterior windows, car parking areas, toilets, rest rooms and similar public amenities in the Medical Centre and keeping the Medical Centre free of waste, vermin and pests;
- (h) rubbish and trade waste disposal;
- (i) gardening and landscaping expenses in respect of the Medical Centre and surrounds of the Medical Centre;
- (j) the running, repair, maintenance and replacement of all air-conditioning and other ventilation equipment installed in or provided by the Lessor in the Medical Centre or the Premises including the cost of electricity or other power source used for its running, the cost of materials, and contract charges;
- (k) security and safety for the Medical Centre and all persons using the Medical Centre, including the supply, repair, maintenance, servicing and replacement of all fire equipment in the Medical Centre and all charges rendered by any person for the supply, maintenance, servicing and monitoring of any fire equipment, including but not limited to fire protection equipment and alarms; and
- (l) any other expenditure reasonably and properly incurred by the Lessor in the operation and promotion of the Medical Centre (whether of the kind listed above or otherwise);

Party means the Lessor or the Lessee according to the context;

Permitted Purpose is described in Item 7 of the Schedule;

Premises means the premises described at **Item 1** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means a date identified in **Item 6** of the Schedule;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means expiry by effluxion, of time or sooner determination of the Term or any period of holding over.

WACHS Lease means the lease agreement between the Lessor and WACHS in respect of the WACHS Premises; and

WACHS Premises means that part of the Medical Centre as defined in the WACHS Lease and as shown yellow on the sketch annexed to this Lease as Annexure 1; and

WACHS Relevant Proportion means 51.35%.

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, local or town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and

- (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions and emails;
- (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of Lease

- (1) Subject to paragraph (2) of this clause, the Lessor leases to the Lessees to hold as tenants in common (in equal shares) the Premises for the Term subject to:
 - (a) all Encumbrances;
 - (b) the payment of the Amounts Payable; and
 - (c) the performance and observance of the Lessee's Covenants.
- (2) The grant of this Lease is concurrent with the execution of the GP Lease and the WACHS Lease and the execution and coming into effect of this Lease is at all times conditional upon the execution and coming into effect of the GP Lease and the WACHS Lease.

4. Quiet Enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Land, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent and other payments

The Lessee covenants with the Lessor:

5.1. Rent

To pay to the Lessor during the Term the Rent in the manner set out at Item 5 of the Schedule and subject to review in accordance with clause 6 from the Commencement Date clear of any deductions, set-off or abatement whatsoever otherwise than as provided in this Lease.

5.2. Operating Expenses

- (1) WACHS covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct the WACHS Relevant Proportion of the Operating Expenses as determined by the Lessor acting reasonably.
- (2) GP Covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct the GP Relevant Proportion of the Operating Expenses as determined by the Lessor acting reasonably.

5.3. Water Consumption

- (1) The Lessees acknowledge and agree that the Premises are not separately charged or assessed for water consumption.
- (2) WACHS covenants and agrees with Lessor to pay its share of water consumption, within 14 days of receipt of an invoice from the Lessor, calculated for:
 - (a) the Premises determined upon following basis:

$$\text{the total assessed or charged amount} \times \text{WACHS Relevant Proportion.}$$
- (3) GP covenants and agrees with Lessor to pay its share of water consumption, within 14 days of receipt of an invoice from the Lessor, calculated for:
 - (a) the Premises determined upon following basis:

$$\text{the total assessed or charged amount} \times \text{GP Relevant Proportion.}$$

5.4. Electricity Consumption

- (1) The Lessees acknowledge and agree that the Premises and GP Premises (excluding the Common Areas) are separately metered for electricity.
- (2) The electricity consumption for the Common Areas will be based on the difference between the separate metered amounts of the WACHS Premises and the GP Premises.
- (3) WACHS covenants and agrees with Lessor to pay its share of electricity consumption, within 14 days of receipt of an invoice from the Lessor, calculated for:
 - (a) the Premises determined upon following basis:

$$\text{the difference between the separate metered amounts of the Premises and the GP Premises} \times \text{WACHS Relevant Proportion.}$$
- (4) GP covenants and agrees with Lessor to pay its share of electricity consumption, within 14 days of receipt of an invoice from the Lessor, calculated for:
 - (a) the Premises determined upon following basis:

the difference between the separate metered amounts of the Premises and the GP Premises x GP Relevant Proportion

5.5. Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for seven (7) days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate

5.6. Costs

- (1) To pay to the Lessor on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with the Lease; and
 - (c) all costs associated with the preparation of a surveyed plan of the Premises for the purposes of the Lease.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach. may be avoided in a manner other than by relief granted by a court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this clause 5.6 or any matter arising out of this Lease.
- (3) Each party shall be responsible for its own all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.

5.7. Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

5.8. Payment of Money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

6. Rent Review

Not used.

7. Insurance

7.1. Public Liability

The Parties AGREE THAT the Lessee must effect and maintain with insurers approved by the Lessor noting the respective rights and interests of the parties in the Premises for the time being, adequate public liability insurance for a sum not less than the sum set out at Item 8 of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

7.2. Contents Insurance

Where the Lessor so requires, the Lessee must effect and maintain reasonable insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

7.3. Workers Compensation and Accident Insurance

- (1) The Lessee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises.
- (2) The Lessee must effect and maintain a policy of personal accident insurance including insurance in respect of all volunteers of the Lessee employed in, about or from the Premises.

7.4. Building Insurance to be Effect by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.

7.5. Details and Receipts

In respect of the insurances required by clauses 7.1, 7.2 and 7.3 the Lessee must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of certificates of currency and details of the insurances as held by the Lessee;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and

- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

7.6. Lessee May be Required to Pay Excess on Insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in clauses 7.1, 7.2, 7.3 and 7.4

7.7. Not to Invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under clauses 7.1, 7.2, 7.3 and 7.4 on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.8. Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

7.9. Settlement of Claim

The Lessor may, but the Lessee may not without the prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by clauses 7.1, 7.2, 7.3 and 7.4

7.10. Lessor as Attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect of all matters and questions which may arise in relation to any insurances required by clauses 7.1, 7.2, 7.3 and 7.4;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by clauses 7.1, 7.2, 7.3 and 7.4
- (c) to give good and effectual receipts and discharges for the insurance; and

- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner

8. Indemnity

8.1. Lessee Responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

8.2. Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:
- (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (ii) any work carried out by or on behalf of the Lessee on the Premises;
- (iii) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (iv) the presence of any Contamination, pollution or environmental harm in, on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (v) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (vi) an act or omission of the Lessee.

8.3. Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the

obligations set out in this clause then the Lessee's obligations under clause 9.2 will be reduced by the extent of such payment; and

- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8.4. No Indemnity for Lessor's Negligence

The Parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

8.5. Release

- (1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, pollution or environmental harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9. Limit of Lessor's liability

9.1. No Liability for Loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

9.2. Limit on Liability for Breach of Lessor's Covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple of the Premises.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

10. Maintenance, Repair and Cleaning

10.1. Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Lessees under this subclause, the Lessees shall where maintaining, replacing, repairing or cleaning:
 - (a) Any electrical fittings and fixtures;
 - (b) Any plumbing;
 - (c) Any air-conditioning fittings and fixtures; or
 - (d) Any gas fittings and fixtures;

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessees, which approval shall not be unreasonably withheld.

10.2. Lessor's Maintenance Obligations

Without limiting the Lessees' responsibilities under clause 10.1, the Lessor shall be responsible at the Lessees' cost:

(a) to carry out repairs as a result of fair and reasonable wear and tear to the following items:

- (i) blocked toilets provided that such repair is due to minor blockages;
- (ii) doors off hinges;
- (iii) leaking taps;
- (iv) broken light fittings;
- (v) sticking doors;
- (vi) broken locks;
- (vii) broken glass; and
- (viii) any other repairs that may be reasonably required,

to keep the Premises in good working order and condition EXCEPT to the extent that such repairs or maintenance are rendered necessary by any act, neglect or default of either one of the Lessees or any of the Lessees' Agents or the Lessor's insurances are invalidated by any act, neglect or default on the part of either one of the Lessees or any of the Lessees' Agents; and

(b) keep the Premises free of any vermin or other recognised pests (including but not limited to rodents, cockroaches and termites).

10.3. Cleaning

The Lessee must at all times keep the Premises and the Common Areas clean, tidy, unobstructed and free from dirt and rubbish.

10.4. Repair

- (1) Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's Fixtures and Fittings which are or which become damaged.
- (2) If any damage is not repaired or replaced by the Lessee in accordance with its obligations under clause 10.4(1), within 14 days of written notice from the Lessor that such repair or replacement is required, the Lessor may carry out the repairs or replacements and the cost will be borne by the Lessee.

10.5. Maintain surroundings

Not used.

10.6. Responsibility for Securing the Premises

- (1) The parties acknowledge that a security system has been installed by the Lessor for the Medical Centre.

- (2) The Lessees must:
- (a) ensure the Premises, including Lessor's Fixtures and Fittings, are appropriately secured;
 - (b) use the Lessees' best endeavours to protect and keep safe the Premises and any property contained in the Premises from theft or robbery;
 - (c) keep all doors, windows and other opening closed and securely fastened when the Premises are not open for use or business; and
 - (d) not change or alter any of the locks or security devices to the Premises.
- (3) The Lessees covenant and agree to pay to the Lessor or to such person as the Lessor may from time to time direct any security charges or call out charges as follows:
- (a) WACHS will pay any security charges or call out charges which, in the Lessor's reasonable opinion, relate to the use of the Premises by the WACHS or any of its sublessees, employees, agents, contractors, invitees or licensees; and
 - (b) GP will pay any security charges or call out charges which, in the Lessor's reasonable opinion, relate to the use of the Premises by the GP or any of its sublessees, employees, agents, contractors, invitees or licensees.

10.7. Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

10.8. Painting

- (1) The Lessees must on or before each repainting date as stated in Item 9 of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessees to paint the Premises must:
- (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

10.9. Drains

- (1) The Lessee must keep and maintain the waste pipes, drains and conduits originating in the Premises or connected thereto in a clean, clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

10.10.Safety & Testing Obligations

- (1) The Lessee acknowledges and agrees that it fully responsible at its costs for ensuring that the Premises and any fixtures or fittings are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
- (2) To comply with its obligation pursuant to clause 10.10(1) above, the Lessee acknowledges that it will be required to, amongst other things:
 - (c) comply with the requirements of the *Occupational Safety and Health Act 1984*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person;
 - (d) comply with all relevant requirements of the Department of Fire & Emergency Services of Western Australia (D.F.E.S), including without limitation the requirement to ensure that all fire protection and fire fighting equipment located, or installed at the Premises, is tested regularly for compliance with Australian Standards and DFES's requirements; and
 - (e) ensure that the emergency/exit lighting systems in the Premises are adequately maintained in accordance with the requirements of the Building Code of Australia and Australian Standards

10.11.Comply with all Reasonable Conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises.

10.12.Acknowledgement of State of Repair of Premises

The Lessee acknowledges that it has inspected the structure of the Premises internally and externally prior to the execution of this Lease and enters into the Lease with full knowledge of the structural state and state of repair of the Premises.

11. Use

11.1. Restrictions on Use

- (1) Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of the Premises for any purpose other than the Permitted Purpose;
or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local law, act, statute or any law relating to health.

(2) Use of Premises to be in connection with other Leases

The Lessees must only use the Premises in connection with the permitted use of the GP Premises and the WACHS Premises.

(3) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(4) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(5) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any license necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises

(6) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(7) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(8) No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(9) Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(10) Sale of alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations 1989*, *Food Act 2008*, *Food Regulations 2009* and any other relevant written law that may be in force from time to time.

(11) Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and store and keep all trade waste and garbage in proper receptacles.

(12) No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

11.2. No Warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licenses required by the Lessee under any statute for its use of the Premises.

11.3. Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

11.4. Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

11.5. Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this clause 11.

12. Alcohol

12.1. Consumption of Alcohol

The Lessee COVENANTS AND AGREES:

- (a) not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and
- (b) that it shall not make an application for a license or permit under the *Liquor Control Act 1988* for the Premises or apply for an amendment to a license or permit it has been granted, without first obtaining the written consent of the Lessor.

12.2. Liquor License

The Lessee COVENANTS AND AGREES that if a licence or permit is granted under the *Liquor Control Act 1988* for the Premises it must:

- (a) comply with any requirements attaching to the license or permit at its cost and where any alteration is required to the Premises clause 13 shall apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations 1989*, *Food Act 2008*, *Food Regulations 2009* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

13. Alternations

13.1. Restrictions

The Lessee must not without prior written consent:

- (a) from the Lessor;
 - (i) from any other person from whom consent is required under this Lease;

- (ii) required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (c) subject to the performance of the Lessee's obligations in clause 10, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

13.2. Consent

If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in clause 13.1 the Lessor may:

- (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (b) if the Lessor consents to any matter referred to in clause 13.1:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3. Cost of Works

All works undertaken under this clause 13 will be carried out at the Lessee's expense.

13.4. Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
- (b) permit the Lessor to carry out those other works at the Lessee's expense,

in accordance with the Lessor's requirements.

14. Lessor's right of entry

14.1. Entry on Reasonable notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a) at all reasonable times;
 - (i) with or without workmen and others; and
 - (ii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause 14.1(b)(iv) is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

14.2. Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at clause 14.1(b)(iv) together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

15. Statutory obligations and notices

15.1. Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at clause 11;

- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premise.

15.2. Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in clause 15.1; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in clause 15.1.

16. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

17. Termination of GP Lease and/or WACHS Lease

The Parties agree that on the expiry or earlier determination of the GP Lease or the WACHS Lease the following provisions shall apply:

- (a) In the event the GP Lease is terminated for any reason before the expiration or earlier determination of the WACHS Lease, WACHS agrees to continue to be bound by all of the provisions of this Lease and will be responsible for all of the Lessees' Covenants under this Lease; and
- (b) In the event the WACHS Lease is terminated for any reason before the expiration or earlier determination of the GP Lease, GP agrees to continue to be bound by all of the provisions of this Lease and will be responsible for all of the Lessees' Covenants under this Lease.

18. Concurrent breaches

The breach by any party of the terms of the GP Lease and/or the WACHS Lease will constitute a breach by that party of this Lease and will entitle any party not in breach to take all or any steps provided in this Lease for breach.

19. Default

19.1. Events of Default

A default occurs if:

- (a) any Rent remains unpaid for seven (7) days after a Notice has been given to the Lessees to rectify the breach;
- (b) the Lessees is in breach of any of the Lessee's Covenants other than the covenant to pay Rent for fourteen (14) days after written notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the Lessees repudiates the Lease;
- (d) where either one of the Lessees is an association which is incorporated under the *Associations Incorporation Act 1987*, the association is wound up whether voluntarily or otherwise;
- (e) where the Lessees are an association which is incorporated under the *Associations Incorporation Act 1987*, the Lessee passes a special resolution under the *Associations Incorporation Act 1987* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (f) where the Lessees are an individual, the person dies or becomes of unsound mind, or is declared bankrupt;
- (g) where the Lessees are a partnership, the partnership having a change in its constitution;
- (h) an application is made to a court for the Lessees to be wound up;
- (i) the appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets of either one of the Lessees;
- (j) either one of the Lessees becomes an insolvent under administration under section 9 of the *Corporations Act 2001*;
- (k) either one of the Lessees proposes to enter into or enters into any form of arrangement with any of its creditors;
- (l) either one of the the Lessees is:
 - (i) unable to pay all its debts when they become due;
 - (ii) fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*; or

- (iii) it is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
- (m) a meeting is convened to place the Lessees in voluntary liquidation or to appoint an administrator;
- (n) a mortgagee takes possession of the property of the Lessees under this Lease;
- (o) any execution or similar process is made against the Premises on the property of either one of the Lessees;
- (p) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a six-month period; or
- (q) a person other than the Lessees or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

19.2. Costs of Default Notice

The Lessee is liable for any legal costs incurred by the Lessor in respect of the Notices referred to in clauses 19.119.1(a) and 19.1(b).

19.3. Forfeiture

On the occurrence of any of the events of default specified in clause 19.1 the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by Notice to the Lessee determine this Lease and from the date of giving such Notice this Lease will be absolutely determined; and
- (c) by Notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the Notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under clause 22,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

19.4. Lessor May Remedy Breach

If the Lessees:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

19.5. Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

19.6. Essential Terms

Each of the Lessee's Covenants in clauses 5 (Rent and Other Payments), 7 (Insurance), 8 (Indemnity), 10 (Maintenance, Repair and Cleaning), 11 (Use), 26 (Assignment, Subletting and Charging) and 31 (Goods and Services Tax), is an essential term of this Lease but this clause 19.6 does not mean or imply that there are no other essential terms in this Lease.

19.7. Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessees must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessees in respect of the breach of an essential term;
- (c) the Lessees covenant with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any Notice given to the Lessee to remedy any default, the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;
- (d) the Lessees agree that the covenant set out in this clause 19.7(c) will survive termination or any deemed surrender at law of the estate granted by this Lease;

- (e) the Lessees may deduct from the amounts referred to at clause 19.7(c) the rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

20. Damage or destruction of Premises

20.1. Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessees, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessees, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessees, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessees any Rent which according to the award appears to have been overpaid.

20.2. Total Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessees either Party may by Notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this Lease. The Term will terminate upon such Notice being given and the Lessee must vacate the Premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

21. Option to renew

If the Lessee at least six (6) months, but not earlier than twelve (12) months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this clause 21 in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

22. Holding over

- (1) If
- (a) the Lessees remains in possession of the Premises after the expiry of the Term with the consent of the Lessor;
 - (b) GP is entitled to hold over the GP Premises under the GP Lease; and
 - (c) WACHS is entitled to hold over the WACHS Premises under the WACHS Lease,

the Lessees will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term increased by 3% and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

- (2) The Lessee shall not be entitled to hold over for a more than twelve (12) months after the expiry of the Term.
- (3) To avoid doubt, the Lessees are obliged during any holding over period to pay the Relevant Proportion of the Operating Expenses and any other outgoings as if the holding over period was included in the Term.

23. Restore premises

Prior to Termination, the Lessees at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease and repair, replace or make good to the reasonable satisfaction of the Lessor any of the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings, the exterior facade, the glass perimeter walls, the exterior and interior of all windows, doors, all other glass and other fixtures) where they have been damaged by the Lessees' or any of the Lessee's Agents.

24. Yield up the premises

24.1. Peacefully surrender

On Termination the Lessees must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- (b) surrender to the Lessor all keys and security access devices and combinations for locks providing an access to or within the Premises held by the Lessees whether or not provided by the Lessor.

24.2. Clause 28.1. to Survive Termination

The Lessee's obligation under **clause 24.1** will survive termination.

25. Removal of property from premises

25.1. Remove Property Prior to Termination

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessees must remove from the Premises all property of the Lessees which is not a fixture other than air- conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

25.2. Lessor Can Remove Property on Re-Entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessees indemnify the Lessor against all damage caused by the removal of and the cost of storing that property.

26. Assignment, Subletting and Charging

26.1. No Assignment or Sub-letting Without Consent

The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

26.2. Change in Ownership of Shares

If either of the Lessees are a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act 2001* (Cth) will be deemed to be an assignment of the leasehold estate created by this Lease. The Lessee must give the Lessor written notification of the change in ownership of shares fourteen (14) days prior to the change.

26.3. Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or sub-letting of the leasehold estate created by this Lease if:

- (a) the GP Lease and/or the WACHS Lease (as appropriate) is assigned or subleased to the proposed assignee or sublessee;

- (b) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use;
- (c) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of Lessees' Covenants;
- (d) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (e) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

26.4. Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessees' Covenants and will not release the assigning lessee from the Lessees' Covenants.

26.5. Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

26.6. Costs for Assignment and Sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or sub-letting proceeds.

26.7. No Mortgage or Charge

The Lessee must not mortgage nor charge the Premises.

27. Disputes

27.1. Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's representative as nominated in writing by the Lessor from time to time (Lessor's Representative) who shall convene a meeting within 10 days of receipt of such Notice from the Lessees or such other period of time as is agreed to by the Parties between the Lessor's Representative and an officer of the Lessees for the purpose of resolving the dispute (Original Meeting).

27.2. Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with clause 27.1 of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the Parties between the CEO of the Lessor and a director of the Lessee for the purpose of resolving the dispute.

27.3. Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with clause 27.2 of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

27.4. Payment of Amounts Payable to Date of Award

The Lessees must pay the Amounts Payable without deduction to the date of the award of the arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies overpaid.

28. Prior notice of proposal to change rules

Not used.

29. Provision of information

Not used.

30. Caveat

30.1. No Absolute Caveat

The Lessees nor any person on behalf of the Lessees will not, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessees under this Lease.

30.2. CEO & Lessor as Attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessees in the Lessees name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

30.3. Ratification

The Lessees undertake to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

30.4. Indemnity

The Lessees indemnify the Lessor against:

- (a) any loss arising directly from any act done under this clause; and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessees under this clause.

31. Goods and services tax

31.1. Definitions

The following definitions apply for the purpose of this clause:

- (a) Act means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) Consideration means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) GST means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) Supply means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

31.2. Lessee to Pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at clause 31.2(1) whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

31.3. Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under clause 31.2(2) in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

- (1) No Contribution from Lessor

If the Lessees are required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

- (2) Statement of GST paid is Conclusive

A written statement given to the Lessees by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

(3) Tax Invoices

For each payment by the Lessees under this clause the Lessor agrees to promptly deliver to the Lessees, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

(4) Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

32. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

33. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in Item 10 of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

34. Commercial Tenancy Act

Not used.

35. Acts by Agent

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

36. Governing Law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

37. Statutory Powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

38. Notice

38.1. Form of Delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally;
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other;
- (c) by addressing it to the Party and faxing it to the facsimile number appearing in this Lease or any other facsimile number nominated by a Party by Notice to the other; or
- (d) by addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the other.

38.2. Service of Notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in clause 38.1(b), at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in clause 38.1(b), on the second Business Day following the date of posting of the Notice;
- (d) if by facsimile, when despatched by facsimile to a facsimile number specified in clause 38.1(c) of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day; and
- (e) if by email, when despatched by email to an email address specified in clause 38.1(d) of this Lease unless the time of dispatch is not on a Business Day or after 5pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

38.3. Signing of Notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO of that local government;
- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association;
- (e) if given by the Lessor, by the representative of the Managing Agent; or
- (f) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

39. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

40. Variation

This Lease may be varied only by deed executed by the Parties subject to such consents as are required by this Lease or at law and the costs of such variation will be borne by the Lessee.

41. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

42. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

43. Waiver

43.1. No General Waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

43.2. Partial Exercise of Right Power or Privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

SCHEDULE

Item 1 Land and Premises

Land

Lot 62 on Deposited Plan 33557 being the whole of the land comprised in Certificate of Title Volume 2540 Folio 843.

Medical Centre

The building more commonly known as the 'Chittering Multi-purpose Health Centre' containing offices and other improvements now or at any time in the future erected upon the Land and includes the Common Areas.

Premises

Those parts of the Medical Centre not comprising part of the leased premises under the GP Lease or the WACHS Lease including the reception area, waiting area, staff rooms, all parking areas, roads, walkways, malls, corridors, passageways, stairways, elevators, toilets and washrooms in, on or about the Medical Centre and as more particularly shown coloured green on the sketch annexed to this Lease as Annexure 1.

Item 2 Term

5 years commencing on 1 October 2025 and expiring on 30 September 2030.

Item 3 Further Term

5 years commencing on 1 October 2030 and expiring on 30 September 2035.

Item 4 Commencement Date

1 October 2025.

Item 5 Rent

One dollar (\$1) plus GST per annum payable on demand.

Item 6 Rent Review Dates

Not applicable.

Item 7 Permitted purpose

Access to and from the Medical Centre, waiting room and uses reasonable in connection with the provision of medical services from .

Item 8 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 9 Repainting Dates

Prior to the expiry of the Term and any Further Term (if applicable), unless otherwise approved by the Lessor in writing.

Item 10 Additional terms and covenants

1. Method of Measurement

- (a) If any area of the Premises or the Medical Centre is to be calculated or measured for the purposes of this Lease, those calculations and measurements must be in accordance with:
 - (i) the relevant method for the measurement of buildings as recommended by the Property Council of Australia;
 - (ii) if there is no relevant method, the method or criteria which the Lessor and the Lessee agree is the most appropriate; or
 - (iii) if the Lessor and the Lessee cannot agree, the method or criteria specified by a licensed land valuer appointed by the President of the Australian Property Institute at the request of either the Lessor or the Lessee. Each Party must pay half the costs of the valuer.
- (b) The Lessee is responsible for calculating or measuring any area for the purposes of this Lease and must pay the costs incurred.
- (c) If any calculation or measurement required in relation to this Lease is not completed within 60 days after the Commencement Date, the Lessor may arrange for it to be done and the reasonable and proper costs incurred by the Lessor must be paid by the Lessee on demand.

SIGNING PAGE

EXECUTED

2025

THE COMMON SEAL of the SHIRE OF CHITTERING
was hereunto affixed by authority of a resolution of
the Council in the presence of –

 Shire President

 (Print Full Name)

 Chief Executive Officer

 (Print Full Name)

Executed by Jupiter Health and Medical Services
Pty Ltd (ACN 151 083 055) in accordance with
section 127 of the Corporations Act:

 Signature of director

 *Signature of director / company secretary

 Name of director (print)

 *Name of director / company secretary (print)

Executed by _____ DIRECTOR GENREAL OF
HEALTH AS DELEGATE OF THE WA COUNTRY
HEALTH SERVICE in the presence of:

 Signature of director

 *Signature of _____

 Name of director (print)

 *Name of director / company secretary (print)

ANNEXURE 2 – LESSOR’S FIXTURES AND FITTINGS

1. 2 x Samsung 32” TV Wall Mounted (Waiting Area and Staff Room)
2. 23 x chairs Venice side chrome legs (Waiting Area)
3. 2 x Mobile Pedestal, 2 x pen draw and one file (Reception)
4. 2 x Notice Boards (Waiting Area and Staff Room)
5. 1 x Security Alarm System
6. 2 x Horizontal Wall Mounted Baby Changing Stations

Lease of Common Areas of Chittering Multi-Purpose Health Centre – Great Northern Highway, Bindoon

Shire of Chittering

Jupiter Health and Medical Services Pty Limited

WA Country Health Services



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

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Ref: LMC:CHIT:37087/37088

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Details

Parties

Shire of Chittering

of 6177 Great Northern Highway, Bindoon, Western Australia
(Lessor)

Jupiter Health and Medical Services Pty Limited

of 37 Englefield Retreat, Landsdale, Western Australia
(ACN 151 083 055 if applicable)
(GP)

WA Country Health Services

of c/- PO Box 690, Northam, Western Australia
The Minister for Health is incorporated as the WA Country Health Service under section 7 of the *Hospitals and Health Services Act 1927* (WA) and has delegated all the powers and duties as such to the Director General of Health
(WACHS)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessees have agreed to take a lease of the Premises upon the terms and conditions contained in this Lease.

Agreed terms

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Amounts Payable means the Rent, outgoings, Operating Expenses and any other money payable by the Lessees under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Business Day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

GP Lease means the lease agreement between the Lessor and GP in respect of the GP Premises;

GP Premises means that part of the Medical Centre as defined in the GP Lease and as shown coloured purple on the sketch annexed to this Lease as **Annexure 1**;

GP Relevant Proportion means 48.65%;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessees means GP and WACHS together;

Lessees’ Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessees; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Lessees’ Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessor’s Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Lessor’s Fixtures and Fittings means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during

the Term. An initial list of the Lessor's Fixtures and Fittings installed at the Commencement Date is annexed hereto as **Annexure 2**.

Medical Centre means the building described at **Item 1** of the Schedule;

Month or **month** means a calendar month;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Operating Expenses means any amount expended by or on behalf of the Lessor, including provisions and adjustments appropriate for the Lease year in respect of the whole of the Medical Centre (including the Premises) or the Land (and not otherwise the direct responsibility of the WACHS under the WACHS Lease or the GP under the GP Lease) in connection with:

- (a) insurance premiums and any other costs or expenses relating to any insurance which the Lessor reasonably takes out in connection with the Medical Centre;
- (b) the appointment of a managing agent for the management of the Medical Centre (except to the extent that the amounts payable to the managing agent exceed 3% of the Rent payable under this Lease during the relevant Lease year);
- (c) administration, management and operation of the Medical Centre including the auditing of statements relating to the Operating Expenses;
- (d) the running, lighting, cleaning, repair, maintenance, servicing and replacement of the Premises and all equipment in and services provided to the Premises or the Medical Centre or for the general benefit of the lessees of the Medical Centre including signs, toilets and bathrooms, car parking areas and the cost of spare or replacement parts;
- (e) supplying electricity, gas, telephone, sewerage and other services to the Premises or for the general benefit of the lessees of the Medical Centre;
- (f) the repair, maintenance, renovation and replacement of the buildings and other areas comprising the Medical Centre except structural repairs;
- (g) cleaning, maintaining and repairing the Premises including any exterior windows, car parking areas, toilets, rest rooms and similar public amenities in the Medical Centre and keeping the Medical Centre free of waste, vermin and pests;
- (h) rubbish and trade waste disposal;
- (i) gardening and landscaping expenses in respect of the Medical Centre and surrounds of the Medical Centre;
- (j) the running, repair, maintenance and replacement of all air-conditioning and other ventilation equipment installed in or provided by the Lessor in the Medical Centre or the Premises including the cost of electricity or other power source used for its running, the cost of materials, and contract charges;
- (k) security and safety for the Medical Centre and all persons using the Medical Centre, including the supply, repair, maintenance, servicing and replacement of all fire equipment in the Medical Centre and all charges rendered by any person for the supply, maintenance, servicing and monitoring of any fire equipment, including but not limited to fire protection equipment and alarms; and

- (l) any other expenditure reasonably and properly incurred by the Lessor in the operation and promotion of the Medical Centre (whether of the kind listed above or otherwise);

Party means the Lessor or the Lessees according to the context;

Permitted Purpose is described in **Item 7** of the Schedule;

Premises means the premises described at **Item 1** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means a date identified in **Item 6** of the Schedule;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term;

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over;

WACHS Lease means the lease agreement between the Lessor and WACHS in respect of the WACHS Premises; and

WACHS Premises means that part of the Medical Centre as defined in the WACHS Lease and as shown coloured yellow on the sketch annexed to this Lease as **Annexure 1**; and

WACHS Relevant Proportion means 51.35%.

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, local or town planning scheme, regulation, local law, by-law, requisition, order or other

statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;

- (vi) a right includes a benefit, remedy, discretion, authority or power;
- (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions and emails;
- (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessees not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by any of the Lessees' Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of lease

- (1) Subject to paragraph (2) of this clause, the Lessor leases to the Lessees to hold as tenants in common (in equal shares) the Premises for the Term subject to:
 - (a) all Encumbrances;
 - (b) the payment of the Amounts Payable; and
 - (c) the performance and observance of the Lessees' Covenants.

- (2) The grant of this Lease is concurrent with the execution of the GP Lease and the WACHS Lease and the execution and coming into effect of this Lease is at all times conditional upon the execution and coming into effect of the GP Lease and the WACHS Lease.

4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Premises, and subject to the performance and observance of the Lessees' Covenants the Lessees may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent and other payments

The Lessees covenant with the Lessor:

5.1 Rent

To pay to the Lessor during the Term the Rent in the manner set out at **Item 5** of the Schedule and subject to review in accordance with **clause 6** from the Commencement Date clear of any deductions, set-off or abatement whatsoever otherwise than as provided in this Lease.

5.2 Operating Expenses

- (1) WACHS covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct the WACHS Relevant Proportion of the Operating Expenses as determined by the Lessor acting reasonably.
- (2) GP covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct the GP Relevant Proportion of the Operating Expenses as determined by the Lessor acting reasonably.

5.3 Water Consumption

- (1) The Lessees acknowledge and agree that the Premises are not separately charged or assessed for water consumption.
- (2) WACHS covenants and agrees with Lessor to pay its share of water consumption, within 14 days of receipt of an invoice from the Lessor, calculated for:

- (a) the Premises determined upon following basis:

the total assessed or charged amount x WACHS Relevant Proportion.

- (3) GP covenants and agrees with Lessor to pay its share of water consumption, within 14 days of receipt of an invoice from the Lessor, calculated for:

- (a) the Premises determined upon following basis:

the total assessed or charged amount x GP Relevant Proportion.

5.4 Electricity Consumption

- (1) The Lessees acknowledge and agree that the Premises and GP Premises (excluding the Common Areas) are separately metered for electricity.
- (2) The electricity consumption for the Common Areas will be based on the difference between the separate metered amounts of the WACHS Premises and the GP Premises.

- (3) WACHS covenants and agrees with Lessor to pay its share of electricity consumption, within 14 days of receipt of an invoice from the Lessor, calculated for:
- (a) the Premises determined upon following basis:
- the difference between the separate metered amounts of the Premises and the GP Premises x WACHS Relevant Proportion.*
- (4) GP covenants and agrees with Lessor to pay its share of electricity consumption, within 14 days of receipt of an invoice from the Lessor, calculated for:
- (a) the Premises determined upon following basis:
- the difference between the separate metered amounts of the Premises and the GP Premises x GP Relevant Proportion*

5.5 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for seven (7) days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.6 Costs

- (1) To pay to the Lessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
- (b) all registration fees in connection with this Lease; and
- (c) all costs associated with the preparation of a surveyed plan of the Premises for the purposes of the Lease.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
- (b) any breach of covenant by the Lessees or the Lessees' Agents;
- (c) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a court;
- (d) any work done at the Lessees' request; and
- (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.6** or any matter arising out of this Lease.
- (3) Each party shall be responsible for its own all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.

5.7 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

5.8 Payment of Money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

6. Rent Review

Not used.

7. Insurance

7.1 Public Liability Insurance

The Parties agree that the Lessees must effect and maintain with insurers approved by the Lessor nothing the respective rights and interests of the parties in the Medical Centre for the time being, adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

7.2 Contents Insurance

Where the Lessor so requires, the Lessees must effect and maintain reasonable insurance to cover the Lessees' fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

7.3 Workers Compensation and Accident Insurance

- (1) The Lessees must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessees employed in, about or from the Medical Centre.
- (2) The Lessees must effect and maintain a policy of personal accident insurance including insurance in respect of all volunteers of the Lessee employed in, about or from the Medical Centre.

7.4 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.

7.5 Details and receipts

In respect of the insurances required by **clauses 7.1, 7.2 and 7.3** the Lessees must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of certificates of currency and details of the insurances as held by the Lessees;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:

- (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
- (ii) when a policy of insurance is cancelled.

7.6 Lessees May be Required to Pay Excess on Insurances

The Lessees agree with the Lessor that the Lessees shall be responsible to pay any excess payable in connection with the insurances referred to in **clauses 7.1, 7.2, 7.3 and 7.4**.

7.7 Not to invalidate

The Lessees must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clauses 7.1, 7.2, 7.3 and 7.4** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.8 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

7.9 Settlement of claim

The Lessor may, but the Lessees may not without the prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clauses 7.1, 7.2, 7.3 and 7.4**.

7.10 Lessor as attorney

The Lessees irrevocably appoint the Lessor as the Lessees' attorney during the Term:

- (a) in respect of all matters and questions which may arise in relation to any insurances required by **clauses 7.1, 7.2, 7.3 and 7.4**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clauses 7.1, 7.2, 7.3 and 7.4**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

8. Indemnity

8.1 Lessees' responsibilities

- (1) The Lessees are subject to the same responsibilities relating to persons and property to which the Lessees would be subject if during the Term the Lessees were the owner and occupier of the freehold of the Premises.

- (2) The Lessees are responsible and liable for all acts or omissions of the Lessees' Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessees.

8.2 Indemnity

- (1) The Lessees indemnify, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (i) the use or occupation of the Premises by the Lessees or the Lessees' Agents;
- (ii) any work carried out by or on behalf of the Lessees on the Premises;
- (iii) the Lessees' activities, operations or business on, or other use of any kind of, the Premises;
- (iv) the presence of any Contamination, pollution or environmental harm in, on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessees' Agents;
- (v) any default by the Lessees in the due and punctual performance, observance and compliance with any of the Lessees' Covenants or obligations under this Lease; or
- (vi) an act or omission of the Lessees.

8.3 Obligations Continuing

The obligations of the Lessees under this clause:

- (a) are unaffected by the obligation of the Lessees to take out insurance, and the obligations of the Lessees to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessees' obligations under **clause 8.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8.4 No indemnity for Lessor's negligence

The Parties agree that nothing in this clause shall require the Lessees to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

8.5 Release

- (1) The Lessees:
- (a) agree to occupy and use the Premises at the risk of the Lessees; and

- (b) release to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessees' use or occupation of the Premises;
 - (ii) loss of or damage to the Premises or personal property of the Lessees; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, pollution or environmental harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessees continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9. Limit of Lessor's liability

9.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

9.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple of the Land.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

10. Maintenance, repair and cleaning

10.1 Generally

- (1) The Lessees agree during the Term and for so long as the Lessees remain in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessees any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessees (or their servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessees (or their servants, agents, contractors or invitees); and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessees (or their servants, agents, contractors or invitees), or by the Lessees' particular use or occupancy of the Premises.

- (2) In discharging the obligations imposed on the Lessees under this subclause, the Lessees shall where maintaining, replacing, repairing or cleaning:
- (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; or
 - (d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessees, which approval shall not be unreasonably withheld.

10.2 Lessor's Maintenance Obligations

Without limiting the Lessees' responsibilities under **clause 10.1**, the Lessor shall be responsible at the Lessees' cost:

- (a) to carry out repairs as a result of fair and reasonable wear and tear to the following items:
 - (i) blocked toilets provided that such repair is due to minor blockages;
 - (ii) doors off hinges;
 - (iii) leaking taps;
 - (iv) broken light fittings;
 - (v) sticking doors;
 - (vi) broken locks;
 - (vii) broken glass; and
 - (viii) any other repairs that may be reasonably required,

to keep the Premises in good working order and condition EXCEPT to the extent that such repairs or maintenance are rendered necessary by any act, neglect or default of either one the Lessees or any of the Lessees' Agents or the Lessor's insurances are invalidated by any act, neglect or default on the part of either one of the Lessees or any of the Lessees' Agents; and
- (b) keep the Premises free of any vermin or other recognised pests (including but not limited to rodents, cockroaches and termites).

10.3 Cleaning

The Lessees must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

10.4 Repair

- (1) Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessees must promptly repair at the Lessees' expense to the satisfaction of the Lessor, any damage to the Premises and replace any of the Lessor's Fixtures and Fittings which are or which become damaged.

- (2) If any damage is not repaired or replaced by the Lessees in accordance with their obligations under **clause 10.4(1)**, within 14 days of written notice from the Lessor that such repair or replacement is required, the Lessor may carry out the repairs or replacements and the cost will be borne by the Lessees.

10.5 Maintain surroundings

Not used.

10.6 Responsibility for Securing the Premises

- (1) The parties acknowledge that a security system has been installed by the Lessor for the Medical Centre.
- (2) The Lessees must:
- (a) ensure the Premises, including Lessor's Fixtures and Fittings, are appropriately secured;
 - (b) use the Lessees' best endeavours to protect and keep safe the Premises and any property contained in the Premises from theft or robbery;
 - (c) keep all doors, windows and other opening closed and securely fastened when the Premises are not open for use or business; and
 - (d) not change or alter any of the locks or security devices to the Premises.
- (3) The Lessees covenant and agree to pay to the Lessor or to such person as the Lessor may from time to time direct any security charges or call out charges as follows:
- (a) WACHS will pay any security charges or call out charges which, in the Lessor's reasonable opinion, relate to the use of the Premises by the WACHS or any of its any of its sublessees, employees, agents, contractors, invitees or licensees; and
 - (b) GP will pay any security charges or call out charges which, in the Lessor's reasonable opinion, relate to the use of the Premises by the GP or any of its sublessees, employees, agents, contractors, invitees or licensees

10.7 Lessor's Fixtures and Fittings

The Lessees covenant and agree that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

10.8 Painting

- (1) The Lessees must on or before each repainting date as stated in **Item 9** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessees to paint the Premises must:
- (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply will all reasonable directions given or requests made by the Lessor; and

- (d) be finished in a proper and workmanlike manner.

10.9 Drains

- (1) The Lessees must keep and maintain the waste pipes, drains and conduits originating in the Premises or connected thereto in a clean, clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessees.
- (2) The Lessees must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

10.10 Safety & Testing Obligations

- (1) The Lessees acknowledge and agree that the Lessees are fully responsible at the cost of the Lessees for ensuring that the Premises and any fixtures or fittings are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
- (2) To comply with its obligation pursuant to **clause 10.10(1)** above, the Lessees acknowledge that the Lessees will be required to, amongst other things:
- (a) comply with the requirements of the *Occupational Safety and Health Act 1984*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person;
 - (b) comply with all relevant requirements of the Department of Fire & Emergency Services of Western Australia (D.F.E.S), including without limitation the requirement to ensure that all fire protection and fire fighting equipment located, or installed at the Premises, is tested regularly for compliance with Australian Standards and DFES's requirements; and
 - (c) ensure that the emergency/exit lighting systems in the Premises are adequately maintained in accordance with the requirements of the Building Code of Australia and Australian Standards.

10.11 Comply with all reasonable conditions

The Lessees must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessees' maintenance of the Premises.

10.12 Acknowledgement of state of repair of Premises

The Lessees acknowledge that they have inspected the structure of the Premises internally and externally prior to the execution of this Lease and the Lessees enter into the Lease with full knowledge of the structural state and state of repair of the Premises.

11. Use

11.1 Restrictions on use

(1) Generally

The Lessees must not and must not suffer or permit a person to:

- (a) use the Premises or any part of the Premises for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local law, act, statute or any law relating to health.

(2) Use of Premises to be in connection with other Leases

The Lessees must only use the Premises in connection with the permitted use of the GP Premises and the WACHS Premises.

(3) No offensive or illegal acts

The Lessees must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(4) No nuisance

The Lessees must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(5) No dangerous substances

The Lessees must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessees will provide a list of all dangerous compounds or substances stored on the Premises.

(6) No harm or stress

The Lessees must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(7) No signs

The Lessees must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(8) **No smoking**

The Lessees must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(9) **Consumption of alcohol**

The Lessees must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(10) **Sale of Alcohol**

The Lessees will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations 1989*, *Food Act 2008*, *Food Regulations 2009* and any other relevant written law that may be in force from time to time.

(11) **Removal of rubbish**

The Lessees must keep the Premises free from dirt and rubbish and store and keep all trade waste and garbage in proper receptacles.

(12) **No pollution**

The Lessees must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

11.2 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessees under any statute for its use of the Premises.

11.3 Lessees to Observe Copyright

In the event that the Lessees or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessees or that person, the Lessees shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

11.4 Premises Subject to Restriction

The Lessees accept the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

11.5 Indemnity for Costs

The Lessees indemnify the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 11**.

12. Alcohol

12.1 Consumption of alcohol

The Lessees covenant and agree:

- (a) not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and
- (b) that they shall not make an application for a licence or permit under the *Liquor Control Act 1988* for the Premises, or apply for an amendment to a licence or permit it has been granted, without first obtaining the written consent of the Lessor.

12.2 Liquor licence

The Lessees covenant and agree that if a licence or permit is granted under the *Liquor Control Act 1988* for the Premises they must:

- (a) comply with any requirements attaching to the licence or permit at the Lessees' cost and where any alteration is required to the Premises **clause 13** shall apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations 1989*, *Food Act 2008*, *Food Regulations 2009* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

13. Alterations

13.1 Restriction

(1) The Lessees must not without prior written consent:

- (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor;

- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (c) subject to the performance of the Lessee's obligations in **clause 10**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

13.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 13.1** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 13.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessees must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

All works undertaken under this **clause 13** will be carried out at the expense of the Lessees.

13.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessees as a condition of giving consent, then the Lessees must at the option of the Lessor either:

- (a) carry out those other works at the Lessees' expense; or
 - (b) permit the Lessor to carry out those other works at the Lessees' expense,
- in accordance with the Lessor's requirements.

14. Lessor's right of entry

14.1 Entry on Reasonable Notice

The Lessees must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;

- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessees for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessees of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 14.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 14.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessees on demand.

15. Statutory obligations and notices

15.1 Comply with Statutes

The Lessees must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 11**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

15.2 Indemnity if Lessees Fail to Comply

The Lessees indemnify the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

16. Report to Lessor

The Lessees must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessees are aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessees and which affect the Premises and immediately deliver them to the Lessor.

17. Termination of GP Lease and/or WACHS Lease

The Parties agree that on the expiry or earlier determination of the GP Lease or the WACHS Lease the following provisions shall apply:

- (a) in the event the GP Lease is terminated for any reason before the expiration or earlier determination of the WACHS Lease, WACHS agrees to continue to be bound by all of the provisions of this Lease and will be responsible for all of the Lessees' Covenants under this Lease; and
- (b) in the event the WACHS Lease is terminated for any reason before the expiration or earlier determination of the GP Lease, GP agrees to continue to be bound by all of the provisions of this Lease and will be responsible for all of the Lessees' Covenants under this Lease.

18. Concurrent breaches

The breach by any party of the terms of the GP Lease and/or the WACHS Lease will constitute a breach by that party of this Lease and will entitle any party not in breach to take all or any steps provided in this Lease for breach.

19. Default

19.1 Events of Default

A default occurs if:

- (a) any Rent remains unpaid for seven (7) days after a Notice has been given to the Lessees to rectify the breach;
- (b) the Lessees are in breach of any of the Lessees' Covenants other than the covenant to pay Rent for fourteen (14) days after written notice has been given to the Lessees to rectify the breach or to pay compensation in money;
- (c) the Lessees repudiate the Lease;
- (d) where either one of the Lessees is an association which is incorporated under the *Associations Incorporation Act 1987*, the association is wound up whether voluntarily or otherwise;

- (e) where either one of the Lessees is an association which is incorporated under the *Associations Incorporation Act 1987*, the party passes a special resolution under the *Associations Incorporation Act 1987* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (f) where either one of the Lessees is an individual, the person dies or becomes of unsound mind, or is declared bankrupt;
- (g) where either one of the Lessees is a partnership, the partnership having a change in its constitution;
- (h) an application is made to a court for either one of the Lessees to be wound up;
- (i) the appointment of a controller under section 9 of the *Corporations Act 2001* of any of the assets of either one of the Lessees;
- (j) either one of the Lessees becomes an insolvent under administration under section 9 of the *Corporations Act 2001*;
- (k) either of the Lessees proposes to enter into or enters into any form of arrangement with any of its creditors;
- (l) either one of the Lessees is:
 - (i) unable to pay all its debts when they become due;
 - (ii) fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*; or
 - (iii) deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
- (m) a meeting is convened to place either one of the Lessees in voluntary liquidation or to appoint an administrator;
- (n) a mortgagee takes possession of the property of either one of the Lessees under this Lease;
- (o) any execution or similar process is made against the Premises on the property of either one of the Lessees;
- (p) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a six-month period; or
- (q) a person other than the Lessees or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

19.2 Costs of Default Notice

The Lessees are liable for any legal costs incurred by the Lessor in respect of the Notices referred to in **clauses 19.119.1(a) and 19.1(b)**.

19.3 Forfeiture

On the occurrence of any of the events of default specified in **clause 19.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;

- (b) by Notice to the Lessees determine this Lease and from the date of giving such Notice this Lease will be absolutely determined; and
- (c) by Notice to the Lessees elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the Notice and until the tenancy is determined the Lessees will hold the Premises from the Lessor as a tenant from month to month under **clause 22**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessees of the Lessees' Covenants or releasing the Lessees from liability in respect of the Lessees' Covenants.

19.4 Lessor may remedy breach

If the Lessees:

- (a) fail or neglect to pay the Amounts Payable by the Lessees under this Lease; or
- (b) do or fail to do anything which constitutes a breach of the Lessees' Covenants,

then, after the Lessor has given to the Lessees notice of the breach and the Lessees have failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessees and the Lessees must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

19.5 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

19.6 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **10** (Maintenance, Repair and Cleaning), **11** (Use), **26** (Assignment, Subletting and Charging) and **31** (Goods and Services Tax), is an essential term of this Lease but this clause **19.6** does not mean or imply that there are no other essential terms in this Lease.

19.7 Breach of Essential Terms

If the Lessees breach an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessees must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessees in respect of the breach of an essential term;
- (c) the Lessees covenant with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessees; or
 - (ii) following the failure by the Lessees to comply with any Notice given to the Lessees to remedy any default,

the Lessees must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessees for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessees agree that the covenant set out in this **clause 19.7(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessees may deduct from the amounts referred to at **clause 19.7(c)** the rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

20. Damage or destruction of Premises

20.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessees, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessees, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessees, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessees any Rent which according to the award appears to have been overpaid.

20.2 Total Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessees either Party may by Notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this Lease. The Term will terminate upon such Notice being given and the Lessees must vacate the Premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessees under this Lease up to the date of termination.

21. Option to renew

If the Lessees at least six (6) months, but not earlier than twelve (12) months, prior to the date for commencement of the Further Term give the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) the GP Lease and the WACHS Lease have both been extended for the further term as set out in those lease agreements;
- (c) there is no subsisting default by the Lessees at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessees a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 21** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

22. Holding over

- (1) If:
- (a) the Lessees remain in possession of the Premises after the expiry of the Term with the consent of the Lessor;
 - (b) GP is entitled to hold over the GP Premises under the GP Lease; and
 - (c) WACHS is entitled to hold over the WACHS Premises under the WACHS Lease,
- the Lessees will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term increased by 3% and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessees being in possession of the Premises as a monthly tenant.
- (2) The Lessees shall not be entitled to hold over for a more than twelve (12) months after the expiry of the Term.
- (3) To avoid doubt, the Lessees are obliged during any holding over period to pay the Relevant Proportion of the Operating Expenses and any other outgoings as if the holding over period was included in the Term.

23. Restore premises

Prior to Termination, the Lessees at the Lessees' expense must restore the Premises to a condition consistent with the observance and performance by the Lessees of the Lessees' Covenants under this Lease and repair, replace or make good to the reasonable satisfaction of the Lessor any of the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings, the exterior façade, the glass perimeter walls, the exterior and interior of all windows, doors, all other glass and other fixtures) where they have been damaged by the Lessees or any of the Lessees' Agents.

24. Yield up the premises

24.1 Peacefully surrender

On Termination the Lessees must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessees' Covenants under this Lease; and
- (b) surrender to the Lessor all keys and security access devices and combinations for locks providing an access to or within the Premises held by the Lessees whether or not provided by the Lessor.

24.2 Clause 24.1 to survive termination

The Lessees' obligation under **clause 24.1** will survive termination.

25. Removal of property from Premises

25.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessees must remove from the Premises all property of the Lessees which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

25.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessees and the Lessees indemnify the Lessor against all damage caused by the removal of and the cost of storing that property.

26. Assignment, Subletting and Charging

26.1 No assignment or sub-letting without consent

The Lessees must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

26.2 Change in Ownership of Shares

If either one of the Lessees is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act* 2001 (Cth) will be deemed to be an assignment of the leasehold estate created by this Lease and that party must give the Lessor written notification of the change in ownership of shares within fourteen (14) days of the change.

26.3 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required and same person as under this Lease or at law, to an assignment or sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or sub-letting of the leasehold estate created by this Lease if:

- (a) the GP Lease and/or the WACHS Lease (as appropriate) is assigned or subleased to the proposed assignee or sublessee;
- (b) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use;
- (c) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessees' Covenants;
- (d) the Lessees procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,

to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and

- (e) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessees' Covenants.

26.4 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessees' Covenants and will not release the assigning lessee from the Lessees' Covenants.

26.5 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

26.6 Costs for assignment and sub-letting

If the Lessees wish to assign or sub-let the leasehold estate created by this Lease the Lessees must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or sub-letting proceeds.

26.7 No mortgage or charge

The Lessees must not mortgage nor charge the Premises.

27. Disputes

27.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's representative as nominated in writing by the Lessor from time to time (**Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such Notice from the Lessees or such other period of time as is agreed to by the Parties between the Lessor's Representative and a representative of the Lessees for the purpose of resolving the dispute (**Original Meeting**).

27.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 27.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the Parties between the CEO of the Lessor and a director(s) of the Lessees for the purpose of resolving the dispute.

27.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 27.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessees may each be represented by a legal practitioner.

27.4 Payment of Amounts Payable to Date of Award

The Lessees must pay the Amounts Payable without deduction to the date of the award of the arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessees is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessees then the Lessor will refund to the Lessees the monies overpaid.

28. Prior notice of proposal to change rules

Not used.

29. Provision of information

Not used.

30. Caveat**30.1 No absolute caveat**

The Lessees nor any person on behalf of the Lessees will not, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessees under this Lease.

30.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessees, the Lessees irrevocably appoint the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessees in the Lessees name and on the Lessee's behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessees;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessees and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessees.

30.3 Ratification

The Lessees undertake to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

30.4 Indemnity

The Lessees indemnify the Lessor against:

- (a) any loss arising directly from any act done under this clause; and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessees under this clause.

31. Goods and services tax

31.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

31.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessees must pay any increase referred to at **clause 31.2(1)** whether it is the Lessees or any other person who takes the benefit of any Supply.
- (3) The Lessees must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessees are required to pay the Consideration under this Lease.

31.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 31.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

- (1) No Contribution from Lessor

If the Lessees are required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessees are not entitled to any contribution from the Lessor for any GST payable by it to any person.

(2) Statement of GST paid is Conclusive

A written statement given to the Lessees by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

(3) Tax Invoices

For each payment by the Lessees under this clause the Lessor agrees to promptly deliver to the Lessees, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessees to claim input tax credits or decreasing adjustments for Supplies.

(4) Reciprocity

If the Lessees furnish any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessees will apply to the Lessor with the necessary changes.

32. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

33. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessees as if incorporated into the body of this Lease.

34. *Commercial Tenancy Act*

Not used.

35. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

36. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

37. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

38. Notice

38.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally;
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other;
- (c) by addressing it to the Party and faxing it to the facsimile number appearing in this Lease or any other facsimile number nominated by a Party by Notice to the other; or
- (d) by addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the other.

38.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 38.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 38.1(b)**, on the second Business Day following the date of posting of the Notice;
- (d) if by facsimile, when despatched by facsimile to a facsimile number specified in **clause 38.1(c)** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day; and
- (e) if by email, when despatched by email to an email address specified in **clause 38.1(d)** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

38.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO of that local government;
- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association;
- (e) if given by the Lessor, by the representative of the Managing Agent; or
- (f) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

39. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

40. Variation

This Lease may be varied only by deed executed by the Parties subject to such consents as are required by this Lease or at law and the costs of such variation will be borne by the Lessees.

41. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

42. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

43. Waiver

43.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

43.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule

Item 1 Land and Premises

Land

Lot 62 on Deposited Plan 33557 being the whole of the land comprised in Certificate of Title Volume 2540 Folio 843.

Medical Centre

The building more commonly known as the 'Chittering Multi-purpose Health Centre' containing offices and other improvements now or at any time in the future erected upon the Land and includes the Premises.

Premises

Those parts of the Medical Centre not comprising part of the leased premises under the GP Lease or the WACHS Lease including the reception area, waiting area, staff rooms, all parking areas, roads, walkways, malls, corridors, passageways, stairways, elevators, toilets and washrooms in, on or about the Medical Centre and as more particularly shown coloured in green on the sketch annexed to this Lease as **Annexure 1**.

Item 2 Term

5 years commencing on 1 October 2015 and expiring on 30 September 2020.

Item 3 Further Term

5 years commencing on 1 October 2020 and expiring on 30 September 2025.

Item 4 Commencement Date

1 October 2015.

Item 5 Rent

One dollar (\$1) plus GST per annum, payable on demand.

Item 6 Rent Review Dates

Not applicable.

Item 7 Permitted purpose

Access to and from the Medical Centre, waiting room and uses reasonable in connection with the provision of medical services from the GP Premises and the WACHS Premises.

Item 8 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 9 Repainting Dates

Prior to the expiry of the Term and any Further Term (if applicable), unless otherwise approved by the Lessor in writing.

Item 10 Additional terms and covenants

1. Method of Measurement

- (a) If any area of the Premises or the Medical Centre is to be calculated or measured for the purposes of this Lease, those calculations and measurements must be in accordance with:
 - (i) the relevant method for the measurement of buildings as recommended by the Property Council of Australia;
 - (ii) if there is no relevant method, the method or criteria which the Lessor and the Lessee agree is the most appropriate; or
 - (iii) if the Lessor and the Lessees cannot agree, the method or criteria specified by a licensed land valuer appointed by the President of the Australian Property Institute at the request of either the Lessor or the Lessees. Each Party must pay half the costs of the valuer.
- (b) The Lessees are responsible for calculating or measuring any area for the purposes of this Lease and must pay the costs incurred.
- (c) If any calculation or measurement required in relation to this Lease is not completed within 60 days after the Commencement Date, the Lessor may arrange for it to be done and the reasonable and proper costs incurred by the Lessor must be paid by the Lessees on demand.

Signing page

EXECUTED

2015

THE COMMON SEAL of the **SHIRE OF CHITTERING** was hereunto affixed by authority of a resolution of the Council in the presence of -

Shire President

(Print Full Name)

Chief Executive Officer

(Print Full Name)

Executed by Jupiter Health and Medical Services Pty Ltd (ACN 151 083 055) in accordance with section 127 of the Corporations Act:

Signature of director

*Signature of director/company secretary
*(Delete whichever designation is incorrect)

Name of director (print)

*Name of director/company secretary (print)
*(Delete whichever designation is incorrect)

SIGNED by **DAVID RUSSELL-WEISZ**
 DIRECTOR GENERAL OF HEALTH AS
 DELEGATE OF THE WA COUNTRY HEALTH
 SERVICE in the presence of

 Signature of David Russell-Weisz

 Witness Sign

 Name of Witness

 Address

 Occupation

(277_37087_005_003)

Annexure 1 – Sketch of Premises



Annexure 2 – Lessor's Fixtures and Fittings

1. 2 x Samsung 32" TV Wall Mounted (Waiting Area and Staff Room)
2. 23 x chairs Venice side chrome legs (Waiting Area)
3. 2 x Mobile Pedestal, 2 x pen draw and one file (Reception)
4. 2 x Notice Boards (Waiting Area and Staff Room)
5. 1 x Security Alarm System
6. 2 x Horizontal Wall Mounted Baby Changing Stations



6177 Great Northern Highway
PO Box 70 Bindoon WA 6502
☎ (08) 9576 4600
✉ chatter@chittering.wa.gov.au
www.chittering.wa.gov.au

**LEASE OF PORTION OF CHITTERING MULTI-PURPOSE HEALTH CENTRE
– GREAT NORTHERN HIGHWAY, BINDOON**

SHIRE OF CHITTEIRNG

("Lessor")

AND

JUPITER HEALTH AND MEDICAL SERVICE PTY LTD

("Lessee")

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DETAILS

Parties

Shire of Chittering

of 6177 Great Northern Highway, Bindoon, Western Australia
(Lessor)

Jupiter Health and Medical Services Pty Limited

of 37 Englefield Retreat, Landsdale, Western Australia
(ACN 151 083 055)
(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease, and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Lease.

AGREED TERMS

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Amounts Payable means the Rent, outgoings, Operating Expenses and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Business Day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in Item 4 of the Schedule;

Common Areas means all those parts of the Medical Centre not leased to any lessee and intended for use by the lessees of the Medical Centre and their respective clients in common with each other including the reception area, waiting area, staff rooms, all parking areas, roads, walkways, malls, corridors, passageways,

stairways, elevators, toilets and washrooms in, on or about the Medical Centre and more particularly shown coloured in green on the sketch annexed to this Lease as Annexure 1;

Common Areas Lease means the lease agreement between the Lessor, the Lessee and the Neighbouring Tenant in respect of the Common Areas;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

Contamination has the same meaning as the word "contaminated" in the *Contaminated Sites Act*;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents include;

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Lessor's Fixtures and Fittings means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term. An initial list of the Lessor's Fixtures and Fittings installed at the Commencement Date is annexed hereto as Annexure 2;

Medical Centre means the building described at Item 1 of the Schedule;

Month or **month** means a calendar month;

Neighbouring Tenant means the lessee of that portion of the Medical Centre coloured yellow as shown on the sketch annexed to this Lease as Annexure 1;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose is described in Item 7 of the Schedule;

Premises means the premises described at **Item 1** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means a date identified in **Item 6** of the Schedule;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means expiry by effluxion, of time or sooner determination of the Term or any period of holding over.

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, local or town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and

- (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions and emails;
- (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of Lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet Enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Land, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Common Areas

The Lessee acknowledges and agrees that the use and responsibility for the Common Areas is shared with the Neighbouring Tenant in accordance with the Common Areas Lease.

6. Rent and other payments

The Lessee covenants with the Lessor:

6.1. Rent

To pay to the Lessor during the Term the Rent in the manner set out at Item 5 of the Schedule and subject to review in accordance with clause 7 from the Commencement Date clear of any deductions, set-off or abatement whatsoever otherwise than as provided in this Lease.

6.2. Outgoings

- (1) To pay punctually to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of the Premises:
- (a) local government services and other charges;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rent and the cost of installation of any meter, wiring, internet connection or telephone connection;
 - (d) Department of Fire and Emergency Services (D.F.E.S) levies;
 - (e) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (f) the costs of any cleaning and lighting of, supply of internal security and toilet requisites to, and maintenance and repair of the Premises;
 - (g) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.

If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in clause 6.2(1) being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

6.3. Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for seven (7) days computed from the due date for

payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

6.4. Costs

- (1) To pay to the Lessor on demand all duty, fines and penalties payable under the Duties Act 2008 and other statutory duties or taxes payable on or in connection with this Lease.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under section 81 of the Property Law Act 1969 requiring the Lessee to remedy a breach even though forfeiture for the breach. may be avoided in a manner other than by relief granted by a court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this clause 6.4 or any matter arising out of this Lease.

6.5. Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

6.6. Payment of Money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

7. Rent Review

7.1. Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

7.2. Methods of Review

The review will be based on CPI on each Rent Review Date in Item 6 of the Schedule.

7.3. CPI Review

- (1) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the Parties, the substitution shall be made by a Valuer appointed in accordance with clause 7.3(2).
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (Valuer) licensed under the Land Valuers Licensing Act 1978, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.
- (4) In this clause 7, "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent-free periods, discounts or other rental concessions.

7.4. Rent Will not Decrease

Notwithstanding the provisions in this clause, the Rent payable from any rent review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

7.5. Lessor's Right to Review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

8. Insurance

8.1. Public Liability

The Parties AGREE THAT the Lessee must effect and maintain with insurers approved by the Lessor noting the respective rights and interests of the parties in the Premises for the time being, adequate public liability insurance for a sum not less than the sum set out at Item 8 of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

8.2. Contents Insurance

Where the Lessor so requires, the Lessee must effect and maintain reasonable insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

8.3. Workers Compensation and Accident Insurance

- (1) The Lessee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises.
- (2) The Lessee must effect and maintain a policy of personal accident insurance including insurance in respect of all volunteers of the Lessee employed in, about or from the Premises.

8.4. Building Insurance to be Effect by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.

8.5. Details and Receipts

In respect of the insurances required by clauses 8.1, 8.2 and 8.3 the Lessee must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of certificates of currency and details of the insurances as held by the Lessee;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

8.6. Lessee May be Required to Pay Excess on Insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in clauses 8.1, 8.2, 8.3 and 8.4

8.7. Not to Invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under clauses 8.1, 8.2, 8.3 and 8.4 on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

8.8. Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

8.9. Settlement of Claim

The Lessor may, but the Lessee may not without the prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by clauses 8.1, 8.2, 8.3 and 8.4

8.10. Lessor as Attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect of all matters and questions which may arise in relation to any insurances required by clauses 8.1, 8.2, 8.3 and 8.4;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by clauses 8.1, 8.2, 8.3 and 8.4
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner

9. Indemnity

9.1. Lessee Responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

9.2. Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
 - (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
 - (ii) any work carried out by or on behalf of the Lessee on the Premises;
 - (iii) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
 - (iv) the presence of any Contamination, pollution or environmental harm in, on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
 - (v) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
 - (vi) an act or omission of the Lessee.

9.3. Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under clause 9.2 will be reduced by the extent of such payment; and

- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9.4. No Indemnity for Lessor's Negligence

The Parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.5. Release

- (1) The Lessee:
- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
 - (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, pollution or environmental harm in, on or under the Premises or surrounding area,
- except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.
- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

10.1. No Liability for Loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

10.2. Limit on Liability for Breach of Lessor's Covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple of the Premises.

- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Lease of Common Areas

The Lessee must enter into a lease with the Neighbouring Tenant and the Lessor in relation to the Common Areas.

12. Maintenance, Repair and Cleaning

12.1. Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
- (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.
- (2) For the avoidance of doubt, the Lessee shall be responsible to carry out at its cost repairs as a result of fair and reasonable wear and tear to the following items:
- (a) blocked toilets provided that such repair is due to minor blockages;
 - (b) doors off hinges;
 - (c) leaking taps;
 - (d) broken light fittings;
 - (e) sticking doors;
 - (f) broken locks;
 - (g) broken glass; and
 - (h) any other repairs that may be required,

to maintain the Premises in good working order and condition arising from a particular incident, unless such repair or maintenance is the Lessor's responsibility under this Lease.

12.2. Cleaning

The Lessee must at all times keep the Premises and the Common Areas clean, tidy, unobstructed and free from dirt and rubbish.

12.3. Repair

- (1) Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's Fixtures and Fittings which are or which become damaged.
- (2) If any damage is not repaired or replaced by the Lessee in accordance with its obligations under clause 12.3(1), within 14 days of written notice from the Lessor that such repair or replacement is required, the Lessor may carry out the repairs or replacements and the cost will be borne by the Lessee.

12.4. Damage to Common Areas

The Lessee must at the Lessee's cost make good any breakage, defect or damage to the Common Areas or to any other part of the Medical Centre or any appurtenance or equipment therein caused by the Lessee or the Lessee's Agents or other persons claiming through or under the Lessee or by any breach of this Lease by the Lessee.

12.5. Responsibility for Securing the Premises

The Lessee must ensure the Premises, including the Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

12.6. Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

12.7. Pest Control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

12.8. Drains

- (1) The Lessee must keep and maintain the waste pipes, drains and conduits originating in the Premises or connected thereto in a clean, clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits

between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.

- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

12.9. Safety & Testing Obligations

- (1) The Lessee acknowledges and agrees that it is fully responsible at its costs for ensuring that the Premises and any fixtures or fittings are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
- (2) To comply with its obligation pursuant to clause 12.9(1) above, the Lessee acknowledges that it will be required to, amongst other things:
- (a) comply with the requirements of the *Occupational Safety and Health Act 1984*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person;
 - (b) comply with all relevant requirements of the Department of Fire & Emergency Services of Western Australia (D.F.E.S), including without limitation the requirement to ensure that all fire protection and fire fighting equipment located, or installed at the Premises, is tested regularly for compliance with Australian Standards and DFES's requirements; and
 - (c) ensure that the emergency/exit lighting systems in the Premises are adequately maintained in accordance with the requirements of the Building Code of Australia and Australian Standards

12.10. Comply with all Reasonable Conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises.

12.11. Acknowledgement of State of Repair of Premises

The Lessee acknowledges that it has inspected the structure of the Premises internally and externally prior to the execution of this Lease and enters into the Lease with full knowledge of the structural state and state of repair of the Premises.

13. Use

13.1. Restrictions on Use

- (1) Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of the Premises for any purpose other than the Permitted Purpose;
or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local law, act, statute or any law relating to health.

(2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any license necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises

(5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(7) No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(8) Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(9) Sale of alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations 1989*, *Food Act 2008*, *Food Regulations 2009* and any other relevant written law that may be in force from time to time.

(10) Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and store and keep all trade waste and garbage in proper receptacles.

(11) No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

13.2. No Warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licenses required by the Lessee under any statute for its use of the Premises.

13.3. Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

13.4. Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

13.5. Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this clause 13.

14. Alcohol

14.1. Consumption of Alcohol

The Lessee COVENANTS AND AGREES:

- (a) not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and
- (b) that it shall not make an application for a license or permit under the *Liquor Control Act 1988* for the Premises or apply for an amendment to a license or permit it has been granted, without first obtaining the written consent of the Lessor.

14.2. Liquor License

The Lessee COVENANTS AND AGREES that if a licence or permit is granted under the *Liquor Control Act 1988* for the Premises it must:

- (a) comply with any requirements attaching to the license or permit at its cost and where any alteration is required to the Premises clause 15 shall apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations 1989*, *Food Act 2008*, *Food Regulations 2009* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

15. Alternations

15.1. Restrictions

The Lessee must not without prior written consent:

- (a) from the Lessor;
 - (i) from any other person from whom consent is required under this Lease;
 - (ii) required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (c) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

15.2. Consent

If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in clause 15.1 the Lessor may:

- (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (b) if the Lessor consents to any matter referred to in clause 15.1:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

15.3. Cost of Works

All works undertaken under this clause 15 will be carried out at the Lessee's expense.

15.4. Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
- (b) permit the Lessor to carry out those other works at the Lessee's expense, in accordance with the Lessor's requirements.

16. Lessor's right of entry

16.1. Entry on Reasonable notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a) at all reasonable times;
 - (i) with or without workmen and others; and
 - (ii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause 16.1(b)(iv) is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

16.2. Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at clause 16.1(b)(iv) together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

17. Statutory obligations and notices

17.1. Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at clause 13;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premise.

17.2. Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in clause 17.1; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in clause 17.1.

18. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

19. Lease Conditional on Guarantees

Not used.

20. Personal Guarantees

Not used.

21. Bank Guarantees

Not used.

22. Lessor's Right to Terminate

- (1) Notwithstanding any other provision of this Lease, the Parties agree that the Lessor may terminate this Lease for any reason whatsoever upon three (3) months written notice to the Lessee.
- (2) If this Lease is terminated in accordance with this clause, clause 28 will apply.

23. Default

23.1. Events of Default

A default occurs if:

- (a) any Rent remains unpaid for seven (7) days after a Notice has been given to the Lessee to rectify the breach;
- (b) the Lessee is in breach of any of the Lessee's Covenants other than the covenant to pay Rent for fourteen (14) days after written notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the Lessee repudiates the Lease;
- (d) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 1987*, the association is wound up whether voluntarily or otherwise;
- (e) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 1987*, the Lessee passes a special resolution under the *Associations Incorporation Act 1987* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (f) where the Lessee is an individual, the Lessee dies or becomes of unsound mind, or is declared bankrupt;
- (g) where the Lessee is a partnership, the Lessee having a change in its constitution;
- (h) an application is made to a court for the Lessee to be wound up;
- (i) the appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets;
- (j) the Lessee becomes an insolvent under administration under section 9 of the *Corporations Act 2001*;
- (k) the Lessee proposes to enter into or enters into any form of arrangement with any of its creditors;

- (l) the Lessee is unable to pay all its debts when they become due, it fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*, or it is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
- (m) a meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;
- (n) a mortgagee takes possession of the property of the Lessee under this Lease;
- (o) any execution or similar process is made against the Premises on the Lessee's property;
- (p) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a two-month period; or
- (q) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

23.2. Costs of Default Notice

The Lessee is liable for any legal costs incurred by the Lessor in respect of the Notices referred to in clauses 23.123.l(a) and 23.1(b).

23.3. Forfeiture

On the occurrence of any of the events of default specified in clause 23.1 the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by Notice to the Lessee determine this Lease and from the date of giving such Notice this Lease will be absolutely determined; and
- (c) by Notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the Notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under clause 26, but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

23.4. Lessor May Remedy Breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants, then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default

pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

23.5. Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

23.6. Essential Terms

Each of the Lessee's Covenants in clauses 5 (Rent and Other Payments), 8 (Insurance), 9 (Indemnity), 11 (Maintenance, Repair and Cleaning), 13 (Use), 30 (Assignment, Subletting and Charging) and 35 (Goods and Services Tax), is an essential term of this Lease but this clause 23.6 does not mean or imply that there are no other essential terms in this Lease.

23.7. Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term;
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any Notice given to the Lessee to remedy any default, the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;
- (d) the Lessee agrees that the covenant set out in this clause 23.7(c) will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at clause 23.7(c) the rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and

- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

24. Damage or destruction of Premises

24.1. Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the award appears to have been overpaid.

24.2. Total Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either Party may by Notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this Lease. The Term will terminate upon such Notice being given and the Lessee must vacate the Premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

25. Option to renew

If the Lessee at least six (6) months, but not earlier than twelve (12) months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 25** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

26. Holding over

- (1) If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term increased by 3% and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.
- (2) The Lessee shall not be entitled to hold over for a more than twelve (12) months after the expiry of the Term.

27. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease and repair, replace or make good to the reasonable satisfaction of the Lessor any of the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings, the exterior facade, the glass perimeter walls, the exterior and interior of all windows, doors, all other glass and other fixtures) where they have been damaged by the Lessee or any of the Lessee's Agents.

28. Yield up the premises

28.1. Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- (b) surrender to the Lessor all keys and security access devices and combinations for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

28.2. Clause 28.1. to Survive Termination

The Lessee's obligation under **clause 28.1** will survive termination.

29. Removal of property from premises

29.1. Remove Property Prior to Termination

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment,

security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

29.2. Lessor Can Remove Property on Re-Entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

30. Assignment, Subletting and Charging

30.1. No Assignment or Sub-letting Without Consent

The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

Change in Ownership of Shares

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act* 2001 (Cth) will be deemed to be an assignment of the leasehold estate created by this Lease. The Lessee must give the Lessor written notification of the change in ownership of shares fourteen (14) days prior to the change.

30.2. Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,
- (d) to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (e) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

30.3. Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

30.4. Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

30.5. Costs for Assignment and Sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sub-letting, whether or not the assignment or sub-letting proceeds.

30.6. No Mortgage or Charge

The Lessee must not mortgage nor charge the Premises.

31. Disputes

31.1. Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's representative as nominated in writing by the Lessor from time to time (Lessor's Representative) who shall convene a meeting within 10 days of receipt of such Notice from the Lessee or such other period of time as is agreed to by the Parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (Original Meeting).

31.2. Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with clause 31.1 of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the Parties between the CEO of the Lessor and a director of the Lessee for the purpose of resolving the dispute.

31.3. Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with clause 31.2 of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

31.4. Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies overpaid.

32. Prior notice of proposal to change rules

If the Lessee is an association which is incorporated under the *Associations Incorporation Act 1987*, the Lessee agrees that it will not change its rules of association under the *Associations Incorporation Act 1987* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

33. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

34. Caveat**34.1. No Absolute Caveat**

The Lessee nor any person on behalf of the Lessee will not, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

34.2. CEO & Lessor as Attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and

- (c) for a period of 6 months after Termination,
- (d) to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:
- (e) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (f) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (g) a surrender of the estate granted by this Lease,
- (h) and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

34.3. Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

34.4. Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause; and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

35. Goods and services tax

35.1. Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's A New Tax System (Goods and Services Tax) Act 1999
- (b) and associated Acts and subsidiary legislation;
- (c) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (d) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (e) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

35.2. Lessee to Pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 35.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

35.3. Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 35.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

- (1) No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

- (2) Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

- (3) Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

36. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

37. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in Item 10 of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

38. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

39. Acts by Agent

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

40. Governing Law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

41. Statutory Powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

42. Notice

42.1. Form of Delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally;
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other;
- (c) by addressing it to the Party and faxing it to the facsimile number appearing in this Lease or any other facsimile number nominated by a Party by Notice to the other; or
- (d) by addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the other.

42.2. Service of Notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in clause 42.1(b), at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in clause 42.1(b), on the second Business Day following the date of posting of the Notice;
- (d) if by facsimile, when despatched by facsimile to a facsimile number specified in clause 42.1(c) of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day; and
- (e) if by email, when despatched by email to an email address specified in clause 42.1(d) of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

42.3. Signing of Notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO of that local government;
- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association;
- (e) if given by the Lessor, by the representative of the Managing Agent; or
- (f) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

43. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

44. Variation

This Lease may be varied only by deed executed by the Parties subject to such consents as are required by this Lease or at law and the costs of such variation will be borne by the Lessee.

45. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

46. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

47. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor or the Managing Agent at its office in Perth in the State of Western Australia or at any other place within Australia which the Lessor or the Managing Agent shall designate in writing or in any other manner which the Lessor or the Management Agent from time to time designates in writing.

48. Waiver

48.1. No General Waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

48.2. Partial Exercise of Right Power or Privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

SCHEDULE

Item 1 Land and Premises

Land

Lot 62 on Deposited Plan 33557 being the whole of the land comprised in Certificate of Title Volume 2540 Folio 843.

Medical Centre

The building more commonly known as the 'Chittering Multi-purpose Health Centre' containing offices and other improvements now or at any time in the future erected upon the Land and includes the Common Areas.

Premises

That portion of the Medical Centre shown coloured purple on the sketch annexed hereto as Annexure 1 and includes the Lessor's Fixtures and Fittings, all carpets and floor covering, window treatments (including but not limited to curtains and blinds) and other fixtures and fittings belonging to the Lessor therein and all modifications and replacements for the time being.

Item 2 Term

5 years commencing on 1 September 2025 and expiring on 31 August 2030.

Item 3 Further Term

5 years commencing on 1 September 2030 and expiring on 31 August 2035.

Item 4 Commencement Date

1 September 2025.

Item 5 Rent

\$14,266.79 (fourteen thousand, two hundred and sixty-six dollars, and seventy-nine cents) plus GST per annum payable in advance in equal monthly instalments of \$1,188.90 (one thousand, one hundred and eighty-eight dollars and ninety cents) plus GST, as varied from time to time in accordance with the terms of this Lease.

Item 6 Rent Review Dates

CPI Reviews are to be undertaken upon each anniversary of the Commencement Date for each year of the Term (including any Further Terms and any period of holding over, if applicable).

Item 7 Permitted purpose

Medical services and uses reasonably ancillary thereto.

Item 8 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 9 Bank Guarantee

Not applicable

Item 10 Additional terms and covenants**1. Method of Measurement**

- (a) If any area of the Premises or the Medical Centre is to be calculated or measured for the purposes of this Lease, those calculations and measurements must be in accordance with:
 - (i) the relevant method for the measurement of buildings as recommended by the Property Council of Australia;
 - (ii) if there is no relevant method, the method or criteria which the Lessor and the Lessee agree is the most appropriate; or
 - (iii) if the Lessor and the Lessee cannot agree, the method or criteria specified by a licensed land valuer appointed by the President of the Australian Property Institute at the request of either the Lessor or the Lessee. Each Party must pay half the costs of the valuer.
- (b) The Lessee is responsible for calculating or measuring any area for the purposes of this Lease and must pay the costs incurred.
- (c) If any calculation or measurement required in relation to this Lease is not completed within 60 days after the Commencement Date, the Lessor may arrange for it to be done and the reasonable and proper costs incurred by the Lessor must be paid by the Lessee on demand.

2. Performance Requirements

- (1) The Lessee acknowledges that the Lessor expects that high quality medical services are available to residents of the Shire of Chittering.
- (2) The Lessee must comply with and implement the Key Performance Indicators set out in Item 10(3) below (KPI's) in relation to the operation of a medical surgery from the Premises (Practice).
- (3) If at any time the Lessor considers that the Lessee is not complying with the KPI's, the Lessor may issue the Lessee a Notice requiring the Lessee to attend a meeting with the CEO of the Lessor within 10 days of receipt of such Notice (or such other period of time as is agreed to by the Parties) to discuss the Lessee's performance in relation to the KPI's and ways in which the Lessee's performance may be improved. If, following the meeting, the Lessor still considers that the Lessee is not complying with the KPI's the

Lessor may terminate this Lease upon three months written notice to the Lessee and the provisions of clause 28 shall apply.

3. KPI's

- (1) Ensure that a minimum of two (2) general practitioners are available at the Practice for consultations with members of the community:
 - (a) for at least 5.5 days a week:
 - (i) Monday to Friday 8.30 am to 5.00 pm; and
 - (ii) Saturday 9.00am to 1.00pm.
 - (b) at least two evening (after hours) surgery be provided each Tuesday and Thursday during the week to 7.30 pm or later depending on demand.
- (2) All patients 65 and over, 16 and under, and Healthcare and Pension card holders are to be Bulk billed;
- (3) Ensure that all general practitioners practicing at the Practice are registered with the Medical Board of Australia.
- (4) Ensure that the waiting time for appointment for members of the community to see a general practitioner is at all times less than 3 days. If the waiting period is beyond 3 days, the Lessee will use their best endeavours and take action to employ or contract an additional medical practitioner at the Practice to reduce waiting periods.
- (5) Ensure that a high level of customer satisfaction in relation to the services provided from the Practice is maintained at all times.

4. Building Fit Out

- (1) The Lessee acknowledges and agrees with the Lessor that:
 - (a) the Lessee, at the Lessee's cost, is responsible for the fit-out of the Premises including (without limitation) the five consultant and two treatment rooms;
 - (b) the Lessor shall provide the Lessor's Fixtures and Fittings only; and
 - (c) the provisions of clause 15 will apply in relation to the fit-out of the Premises.
- (2) In the event the Lessee requires access to the Premises prior to the Commencement Date to complete the fit-out of the Premises, the Lessor agrees that the Lessee and its contractors may have access to the Premises, with all necessary plant and equipment for the purpose of completing the fit-out of the Premises (Works), on the following terms and conditions:
 - (a) the Lessee must comply with all reasonable directions of the Lessor in respect of access to the site and security of the site;
 - (b) prior to commencing the Works, the Lessee must:

- (i) effect and maintain a public liability insurance policy covering the respective rights and interests of the Lessor and the Lessee for an amount of not less than \$20 million for any one occurrence, covering all usual and necessary insurable risks arising out of the Works; and
 - (ii) take all reasonable steps to ensure that all consultants and contractors engaged to do any work in regard to the Works have adequate and appropriate insurance cover for the work that they are engaged to perform; and
- (c) the Lessee must indemnify and keep the Lessor indemnified from and against all claims, demands, writs, actions and suits which may be brought or made against it by any person or persons in connection with loss of life or loss, injury or damage suffered to any property or by any person or persons on account of or in connection with the Works by any person except to the extent that the same has been caused or contributed to by any negligent, wrongful or other unlawful act or omission of the Lessor or any of its employees, agents, licensees, contractors or invitees

SIGNING PAGE

EXECUTED

2025

THE COMMON SEAL of the SHIRE OF CHITTERING
was hereunto affixed by authority of a resolution of
the Council in the presence of –

Shire President

(Print Full Name)

Chief Executive Officer

(Print Full Name)

Executed by Jupiter Health and Medical Services
Pty Ltd (ACN 151 083 055) in accordance with
section 127 of the Corporations Act:

Signature of director

*Signature of director / company secretary

Name of director (print)

*Name of director / company secretary (print)

ANNEXURE 2 – LESSOR’S FIXTURES AND FITTINGS

1. One Desk

OUR REF: O1565676, 04/18/81
Enquiries to: *Natasha Mossman, Executive Support Officer*



11 November 2015

ABN 48 445 751 800

6177 Great Northern Highway
PO Box 70 Bindoon WA 6502
T: 08 9576 4600 F: 08 9576 1250
E: chatter@chittering.wa.gov.au
www.chittering.wa.gov.au

Dr Edward Solomon
Jupiter Health and Medical Service Pty Ltd
21B The Broadview
LANDSDALE WA 6065

Dear Dr Solomon

Lease of Portion Chittering Multi-Purpose Health Centre - Great Northern Highway, Bindoon

Please find attached signed and executive Lease of Portion of Chittering Multi-Purpose Health Centre – Great Northern Highway, Bindoon for your records.

The Shire of Chittering also has one copy for our records.

If further information is required please do not hesitate to contact Natasha Mossman, Executive Support Officer by email at chatter@chittering.wa.gov.au or telephone (08) 9576 4600.

Yours faithfully

Gary Tuffin
Chief Executive Officer

Enc: Lease of Portion of Chittering Multi-purpose Health Centre – Great Northern Highway, Bindoon

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Lease of portion of Chittering Multi-Purpose Health Centre – Great Northern Highway, Bindoon

Shire of Chittering

Jupiter Health and Medical Service Pty Ltd



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

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Ref: LMC:CHIT:37087

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Details

Parties

Shire of Chittering

of 6177 Great Northern Highway, Bindoon, Western Australia
(Lessor)

Jupiter Health and Medical Services Pty Limited

of 37 Englefield Retreat, Landsdale, Western Australia
(ACN 151 083 055)
(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Lease.

Agreed terms

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Amounts Payable means the Rent, outgoings, Operating Expenses and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Business Day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Common Areas means all those parts of the Medical Centre not leased to any lessee and intended for use by the lessees of the Medical Centre and their respective clients in common with each other including the reception area, waiting area, staff rooms, all parking areas, roads, walkways, malls, corridors, passageways, stairways, elevators, toilets and washrooms in, on or about the

Medical Centre and more particularly shown coloured in green on the sketch annexed to this Lease as **Annexure 1**;

Common Areas Lease means the lease agreement between the Lessor, the Lessee and the Neighbouring Tenant in respect of the Common Areas;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee’s Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee’s Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessor’s Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Lessor’s Fixtures and Fittings means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term. An initial list of the Lessor’s Fixtures and Fittings installed at the Commencement Date is annexed hereto as **Annexure 2**;

Medical Centre means the building described at **Item 1** of the Schedule;

Month or **month** means a calendar month;

Neighbouring Tenant means the lessee of that portion of the Medical Centre coloured yellow as shown on the sketch annexed to this Lease as **Annexure 1**;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose is described in **Item 7** of the Schedule;

Premises means the premises described at **Item 1** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means a date identified in **Item 6** of the Schedule;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, local or town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;

- (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions and emails;
 - (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
- (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Land, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Common Areas

The Lessee acknowledges and agrees that the use and responsibility for the Common Areas is shared with the Neighbouring Tenant in accordance with the Common Areas Lease.

6. Rent and other payments

The Lessee covenants with the Lessor:

6.1 Rent

To pay to the Lessor during the Term the Rent in the manner set out at **Item 5** of the Schedule and subject to review in accordance with **clause 7** from the Commencement Date clear of any deductions, set-off or abatement whatsoever otherwise than as provided in this Lease.

6.2 Outgoings

- (1) To pay punctually to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of the Premises:
 - (a) local government services and other charges;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rent and the cost of installation of any meter, wiring, internet connection or telephone connection;
 - (d) Department of Fire and Emergency Services (D.F.E.S) levies;
 - (e) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (f) the costs of any cleaning and lighting of, supply of internal security and toilet requisites to, and maintenance and repair of the Premises;
 - (g) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 6.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

6.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for seven (7) days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

6.4 Costs

- (1) To pay to the Lessor on demand all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;

- (b) any breach of covenant by the Lessee or the Lessee's Agents;
- (c) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a court;
- (d) any work done at the Lessee's request; and
- (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 6.4** or any matter arising out of this Lease.

6.5 Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

6.6 Payment of Money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

7. Rent Review

7.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

7.2 Methods of Review

The review will be based on CPI on each Rent Review Date in Item 6 of the Schedule.

7.3 CPI Review

- (1) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the Parties, the substitution shall be made by a Valuer appointed in accordance with **clause 7.3(2)**.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 7**, "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the

Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:

- (a) any improvements made or effected to the Premises by the Lessee; and
- (b) any rent free periods, discounts or other rental concessions.

7.4 Rent Will Not Decrease

Notwithstanding the provisions in this clause, the Rent payable from any rent review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

7.5 Lessor's Right to Review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

8. Insurance

8.1 Public Liability Insurance

The Parties AGREE THAT the Lessee must effect and maintain with insurers approved by the Lessor noting the respective rights and interests of the parties in the Premises for the time being, adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

8.2 Contents Insurance

Where the Lessor so requires, the Lessee must effect and maintain reasonable insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

8.3 Workers Compensation and Accident Insurance

- (1) The Lessee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises.
- (2) The Lessee must effect and maintain a policy of personal accident insurance including insurance in respect of all volunteers of the Lessee employed in, about or from the Premises.

8.4 Building Insurance to be Effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks..

8.5 Details and Receipts

In respect of the insurances required by **clauses 8.1, 8.2 and 8.3** the Lessee must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of certificates of currency and details of the insurances as held by the Lessee;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

8.6 Lessee May be Required to Pay Excess on Insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clauses 8.1, 8.2, 8.3 and 8.4**.

8.7 Not to Invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clauses 8.1, 8.2, 8.3 and 8.4** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

8.8 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

8.9 Settlement of Claim

The Lessor may, but the Lessee may not without the prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clauses 8.1, 8.2, 8.3 and 8.4**.

8.10 Lessor as Attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect of all matters and questions which may arise in relation to any insurances required by **clauses 8.1, 8.2, 8.3 and 8.4**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clauses 8.1, 8.2, 8.3 and 8.4**;

- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

9.1 Lessee Responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

9.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (ii) any work carried out by or on behalf of the Lessee on the Premises;
- (iii) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (iv) the presence of any Contamination, pollution or environmental harm in, on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (v) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (vi) an act or omission of the Lessee.

9.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9.2** will be reduced by the extent of such payment; and

- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9.4 No Indemnity for Lessor's Negligence

The Parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.5 Release

- (1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and

- (b) releases to the full extent permitted by law, the Lessor from:

- (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises;

- (ii) loss of or damage to the Premises or personal property of the Lessee; and

- (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, pollution or environmental harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

10.1 No Liability for Loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

10.2 Limit on liability for Breach of Lessor's Covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple of the Premises.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Lease of Common Areas

The Lessee must enter into a lease with the Neighbouring Tenant and the Lessor in relation to the Common Areas.

12. Maintenance, Repair and Cleaning

12.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.
- (2) For the avoidance of doubt, the Lessee shall be responsible to carry out at its cost repairs as a result of fair and reasonable wear and tear to the following items:
 - (a) blocked toilets provided that such repair is due to minor blockages;
 - (b) doors off hinges;
 - (c) leaking taps;
 - (d) broken light fittings;
 - (e) sticking doors;
 - (f) broken locks;
 - (g) broken glass; and
 - (h) any other repairs that may be required,

to maintain the Premises in good working order and condition arising from a particular incident, unless such repair or maintenance is the Lessor's responsibility under this Lease.

12.2 Cleaning

The Lessee must at all times keep the Premises and the Common Areas clean, tidy, unobstructed and free from dirt and rubbish.

12.3 Repair

- (1) Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's Fixtures and Fittings which are or which become damaged.
- (2) If any damage is not repaired or replaced by the Lessee in accordance with its obligations under **clause 12.3(1)**, within 14 days of written notice from the Lessor that such repair or replacement is

required, the Lessor may carry out the repairs or replacements and the cost will be borne by the Lessee.

12.4 Damage to Common Areas

The Lessee must at the Lessee's cost make good any breakage, defect or damage to the Common Areas or to any other part of the Medical Centre or any appurtenance or equipment therein caused by the Lessee or the Lessee's Agents or other persons claiming through or under the Lessee or by any breach of this Lease by the Lessee.

12.5 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including the Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

12.6 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

12.7 Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

12.8 Drains

- (1) The Lessee must keep and maintain the waste pipes, drains and conduits originating in the Premises or connected thereto in a clean, clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

12.9 Safety & Testing Obligations

- (1) The Lessee acknowledges and agrees that it fully responsible at its costs for ensuring that the Premises and any fixtures or fittings are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
- (2) To comply with its obligation pursuant to **clause 12.9(1)** above, the Lessee acknowledges that it will be required to, amongst other things:
 - (a) comply with the requirements of the *Occupational Safety and Health Act 1984*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person;
 - (b) comply with all relevant requirements of the Department of Fire & Emergency Services of Western Australia (D.F.E.S), including without limitation the requirement to ensure that all fire protection and fire fighting equipment located, or installed at the Premises, is tested regularly for compliance with Australian Standards and DFES's requirements; and

- (c) ensure that the emergency/exit lighting systems in the Premises are adequately maintained in accordance with the requirements of the Building Code of Australia and Australian Standards.

12.10 Comply with all Reasonable Conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises.

12.11 Acknowledgement of State of Repair of Premises

The Lessee acknowledges that it has inspected the structure of the Premises internally and externally prior to the execution of this Lease and enters into the Lease with full knowledge of the structural state and state of repair of the Premises.

13. Use

13.1 Restrictions on Use

(1) Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of the Premises for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local law, act, statute or any law relating to health.

(2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) **No harm or stress**

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) **No signs**

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(7) **No smoking**

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(8) **Consumption of alcohol**

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(9) **Sale of alcohol**

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations 1989*, *Food Act 2008*, *Food Regulations 2009* and any other relevant written law that may be in force from time to time.

(10) **Removal of rubbish**

The Lessee must keep the Premises free from dirt and rubbish and store and keep all trade waste and garbage in proper receptacles.

(11) **No pollution**

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

13.2 **No Warranty**

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

13.3 **Lessee to Observe Copyright**

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

13.4 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

13.5 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 13**.

14. Alcohol

14.1 Consumption of Alcohol

The Lessee COVENANTS AND AGREES:

- (a) not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and
- (b) that it shall not make an application for a licence or permit under the *Liquor Control Act 1988* for the Premises, or apply for an amendment to a licence or permit it has been granted, without first obtaining the written consent of the Lessor.

14.2 Liquor Licence

The Lessee COVENANTS AND AGREES that if a licence or permit is granted under the *Liquor Control Act 1988* for the Premises it must:

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 15** shall apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations 1989*, *Food Act 2008*, *Food Regulations 2009* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

15. Alterations

15.1 Restriction

- (1) The Lessee must not without prior written consent:
- (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor;
 - (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
 - (c) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

15.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 15.1** the Lessor may:
- (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 15.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

15.3 Cost of Works

All works undertaken under this **clause 15** will be carried out at the Lessee's expense.

15.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

16. Lessor's right of entry

16.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 16.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

16.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 16.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

17. Statutory obligations and notices

17.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 13**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

17.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 17.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 17.1**.

18. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

19. Lease Conditional on Guarantees

Not used.

20. Personal Guarantee

Not used.

21. Bank Guarantee

Not used.

22. Lessor's Right to Terminate

- (1) Notwithstanding any other provision of this Lease, the Parties agree that the Lessor may terminate this Lease for any reason whatsoever upon three (3) months written notice to the Lessee.
- (2) If this Lease is terminated in accordance with this clause, **clause 28** will apply.

23. Default

23.1 Events of Default

A default occurs if:

- (a) any Rent remains unpaid for seven (7) days after a Notice has been given to the Lessee to rectify the breach;
- (b) the Lessee is in breach of any of the Lessee's Covenants other than the covenant to pay Rent for fourteen (14) days after written notice has been given to the Lessee to rectify the breach or to pay compensation in money;

- (c) the Lessee repudiates the Lease;
- (d) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 1987*, the association is wound up whether voluntarily or otherwise;
- (e) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 1987*, the Lessee passes a special resolution under the *Associations Incorporation Act 1987* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (f) where the Lessee is an individual, the Lessee dies or becomes of unsound mind, or is declared bankrupt;
- (g) where the Lessee is a partnership, the Lessee having a change in its constitution;
- (h) an application is made to a court for the Lessee to be wound up;
- (i) the appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets;
- (j) the Lessee becomes an insolvent under administration under section 9 of the *Corporations Act 2001*;
- (k) the Lessee proposes to enter into or enters into any form of arrangement with any of its creditors;
- (l) the Lessee is unable to pay all its debts when they become due, it fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*, or it is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
- (m) a meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;
- (n) a mortgagee takes possession of the property of the Lessee under this Lease;
- (o) any execution or similar process is made against the Premises on the Lessee's property;
- (p) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a two-month period; or
- (q) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

23.2 Costs of Default Notice

The Lessee is liable for any legal costs incurred by the Lessor in respect of the Notices referred to in **clauses 23.123.1(a) and 23.1(b)**.

23.3 Forfeiture

On the occurrence of any of the events of default specified in **clause 23.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by Notice to the Lessee determine this Lease and from the date of giving such Notice this Lease will be absolutely determined; and

- (c) by Notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the Notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 26**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

23.4 Lessor May Remedy Breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

23.5 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

23.6 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **8** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **13** (Use), **30** (Assignment, Subletting and Charging) and **35** (Goods and Services Tax), is an essential term of this Lease but this clause **23.6** does not mean or imply that there are no other essential terms in this Lease.

23.7 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term;
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any Notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the

Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 23.7(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 23.7(c)** the rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

24. Damage or destruction of Premises

24.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the award appears to have been overpaid.

24.2 Total Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either Party may by Notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this Lease. The Term will terminate upon such Notice being given and the Lessee must vacate the Premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

25. Option to renew

If the Lessee at least six (6) months, but not earlier than twelve (12) months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 25** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

26. Holding over

- (1) If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term increased by 3% and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.
- (2) The Lessee shall not be entitled to hold over for a more than twelve (12) months after the expiry of the Term.

27. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease and repair, replace or make good to the reasonable satisfaction of the Lessor any of the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings, the exterior façade, the glass perimeter walls, the exterior and interior of all windows, doors, all other glass and other fixtures) where they have been damaged by the Lessee or any of the Lessee's Agents.

28. Yield up the premises

28.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- (b) surrender to the Lessor all keys and security access devices and combinations for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

28.2 Clause 28.1 to Survive Termination

The Lessee's obligation under **clause 28.1** will survive termination.

29. Removal of property from Premises

29.1 Remove Property Prior to Termination

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

29.2 Lessor Can Remove Property on Re-Entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

30. Assignment, Subletting and Charging

30.1 No Assignment or Sub-letting Without Consent

The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

30.2 Change in Ownership of Shares

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act 2001* (Cth) will be deemed to be an assignment of the leasehold estate created by this Lease. The Lessee must give the Lessor written notification of the change in ownership of shares fourteen (14) days prior to the change.

30.3 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,
 to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

30.4 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

30.5 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

30.6 Costs for Assignment and Sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
 - (b) any consents required under this Lease or at law; and
 - (c) all other matters relating to the proposed assignment or sub-letting,
- whether or not the assignment or sub-letting proceeds.

30.7 No Mortgage or Charge

The Lessee must not mortgage nor charge the Premises.

31. Disputes

31.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's representative as nominated in writing by the Lessor from time to time (**Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such Notice from the Lessee or such other period of time as is agreed to by the Parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

31.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 31.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the Parties between the CEO of the Lessor and a director of the Lessee for the purpose of resolving the dispute.

31.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 31.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

31.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies overpaid.

32. Prior notice of proposal to change rules

If the Lessee is an association which is incorporated under the *Associations Incorporation Act 1987*, the Lessee agrees that it will not change its rules of association under the *Associations Incorporation Act 1987* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

33. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

34. Caveat

34.1 No Absolute Caveat

The Lessee nor any person on behalf of the Lessee will not, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

34.2 CEO & Lessor as Attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

34.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

34.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause; and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

35. Goods and services tax

35.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

35.2 Lessee to Pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 35.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

35.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 35.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

- (1) No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

- (2) Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

- (3) Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

(4) Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

36. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

37. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

38. *Commercial Tenancy Act*

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

39. Acts by Agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

40. Governing Law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

41. Statutory Powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

42. Notice

42.1 Form of Delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally;

- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other;
- (c) by addressing it to the Party and faxing it to the facsimile number appearing in this Lease or any other facsimile number nominated by a Party by Notice to the other; or
- (d) by addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the other.

42.2 Service of Notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 42.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 42.1(b)**, on the second Business Day following the date of posting of the Notice;
- (d) if by facsimile, when despatched by facsimile to a facsimile number specified in **clause 42.1(c)** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day; and
- (e) if by email, when despatched by email to an email address specified in **clause 42.1(d)** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

42.3 Signing of Notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO of that local government;
- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association;
- (e) if given by the Lessor, by the representative of the Managing Agent; or
- (f) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

43. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

44. Variation

This Lease may be varied only by deed executed by the Parties subject to such consents as are required by this Lease or at law and the costs of such variation will be borne by the Lessee.

45. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

46. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

47. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor or the Managing Agent at its office in Perth in the State of Western Australia or at any other place within Australia which the Lessor or the Managing Agent shall designate in writing or in any other manner which the Lessor or the Management Agent from time to time designates in writing.

48. Waiver

48.1 No General Waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

48.2 Partial Exercise of Right Power or Privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule

Item 1 Land and Premises

Land

Lot 62 on Deposited Plan 33557 being the whole of the land comprised in Certificate of Title Volume 2540 Folio 843.

Medical Centre

The building more commonly known as the 'Chittering Multi-purpose Health Centre' containing offices and other improvements now or at any time in the future erected upon the Land and includes the Common Areas.

Premises

That portion of the Medical Centre shown coloured purple on the sketch annexed hereto as **Annexure 1** and includes the Lessor's Fixtures and Fittings, all carpets and floor covering, window treatments (including but not limited to curtains and blinds) and other fixtures and fittings belonging to the Lessor therein and all modifications and replacements for the time being.

Item 2 Term

5 years commencing on 1 September 2015 and expiring on 31 August 2020.

Item 3 Further Term

5 years commencing on 1 September 2020 and expiring on 31 August 2025.

Item 4 Commencement Date

1 September 2015.

Item 5 Rent

\$10,800 (ten thousand eight hundred dollars) plus GST per annum payable in advance in equal monthly instalments of \$900 (nine hundred dollars) plus GST,] as varied from time to time in accordance with the terms of this Lease.

Item 6 Rent Review Dates

CPI Reviews are to be undertaken upon each anniversary of the Commencement Date for each year of the Term (including any Further Terms and any period of holding over, if applicable).

Item 7 Permitted purpose

Medical services and uses reasonably ancillary thereto.

Item 8 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 9 Bank Guarantee

Not applicable.

Item 10 Additional terms and covenants**1. Method of Measurement**

- (a) If any area of the Premises or the Medical Centre is to be calculated or measured for the purposes of this Lease, those calculations and measurements must be in accordance with:
 - (i) the relevant method for the measurement of buildings as recommended by the Property Council of Australia;
 - (ii) if there is no relevant method, the method or criteria which the Lessor and the Lessee agree is the most appropriate; or
 - (iii) if the Lessor and the Lessee cannot agree, the method or criteria specified by a licensed land valuer appointed by the President of the Australian Property Institute at the request of either the Lessor or the Lessee. Each Party must pay half the costs of the valuer.
- (b) The Lessee is responsible for calculating or measuring any area for the purposes of this Lease and must pay the costs incurred.
- (c) If any calculation or measurement required in relation to this Lease is not completed within 60 days after the Commencement Date, the Lessor may arrange for it to be done and the reasonable and proper costs incurred by the Lessor must be paid by the Lessee on demand.

2. Performance Requirements

- (1) The Lessee acknowledges that the Lessor expects that high quality medical services are available to residents of the Shire of Chittering.
- (2) The Lessee must comply with and implement the Key Performance Indicators set out in **Item 10(3)** below (**KPI's**) in relation to the operation of a medical surgery from the Premises (**Practice**).
- (3) If at any time the Lessor considers that the Lessee is not complying with the KPI's, the Lessor may issue the Lessee a Notice requiring the Lessee to attend a meeting with the CEO of the Lessor within 10 days of receipt of such Notice (or such other period of time as is agreed to by the Parties) to discuss the Lessee's performance in relation to the KPI's and ways in which the Lessee's performance may be improved. If, following the meeting, the Lessor still considers that the Lessee is not complying with the KPI's the Lessor may terminate this Lease upon three months written notice to the Lessee and the provisions of **clause 28** shall apply.

3. KPI's

- (1) Ensure that a minimum of two (2) general practitioners are available at the Practice for consultations with members of the community:
 - (a) for at least 5.5 days a week:
 - (i) Monday to Friday 8.30 am to 5.00 pm; and
 - (ii) Saturday 9.00 am to 1.00 pm.
 - (b) at least two evening (after hours) surgery be provided each Tuesday and Thursday during the week to 7.30 pm or later depending on demand.
- (2) All patients 65 and over, 16 and under, and Healthcare and Pension card holders are to be Bulk billed;
- (3) Ensure that all general practitioners practicing at the Practice are registered with the Medical Board of Australia.
- (4) Ensure that the waiting time for appointment for members of the community to see a general practitioner is at all times less than 3 days. If the waiting period is beyond 3 days, the Lessee will use their best endeavours and take action to employ or contract an additional medical practitioner at the Practice to reduce waiting periods.
- (5) Ensure that a high level of customer satisfaction in relation to the services provided from the Practice is maintained at all times.

4. Building Fit Out

- (1) The Lessee acknowledges and agrees with the Lessor that:
 - (a) the Lessee, at the Lessee's cost, is responsible for the fit-out of the Premises including (without limitation) the five consultant and two treatment rooms;
 - (b) the Lessor shall provide the Lessor's Fixtures and Fittings only; and
 - (c) the provisions of **clause 15** will apply in relation to the fit-out of the Premises.
- (2) In the event the Lessee requires access to the Premises prior to the Commencement Date to complete the fit-out of the Premises, the Lessor agrees that the Lessee and its contractors may have access to the Premises, with all necessary plant and equipment for the purpose of completing the fit-out of the Premises (**Works**), on the following terms and conditions:
 - (a) the Lessee must comply with all reasonable directions of the Lessor in respect of access to the site and security of the site;
 - (b) prior to commencing the Works, the Lessee must:
 - (i) effect and maintain a public liability insurance policy covering the respective rights and interests of the Lessor and the Lessee for an amount of not less than \$20 million for any one occurrence, covering all usual and necessary insurable risks arising out of the Works; and

- (ii) take all reasonable steps to ensure that all consultants and contractors engaged to do any work in regard to the Works have adequate and appropriate insurance cover for the work that they are engaged to perform; and
- (c) the Lessee must indemnify and keep the Lessor indemnified from and against all claims, demands, writs, actions and suits which may be brought or made against it by any person or persons in connection with loss of life or loss, injury or damage suffered to any property or by any person or persons on account of or in connection with the Works by any person except to the extent that the same has been caused or contributed to by any negligent, wrongful or other unlawful act or omission of the Lessor or any of its employees, agents, licensees, contractors or invitees.

Signing page

EXECUTED 11th November 2015

THE COMMON SEAL of the SHIRE OF CHITTERING was hereunto affixed by authority of a resolution of the Council in the presence of -



[Signature]
Shire President ~~Commissioner~~

GRAHAM PARTRIDGE
(Print Full Name)

[Signature]
Chief Executive Officer

GARY MICHAEL TUFFIN
(Print Full Name)

Executed by Jupiter Health and Medical Services Pty Ltd (ACN 151 083 055) in accordance with section 127 of the Corporations Act:

Dr. Michael
Signature of director

Dr Michael Gendy
Name of director (print)

[Signature]
*Signature of director/company secretary
*(Delete whichever designation is incorrect)

Dr Edward Solomon
*Name of director/company secretary (print)
*(Delete whichever designation is incorrect)

(277_37087_002_003)

Annexure 1 – Sketch of Premises



Annexure 2 – Lessor's Fixtures and Fittings

1. One desk.

013



6177 Great Northern Highway
PO Box 70 Bindoon WA 6502
☎ (08) 9576 4600
✉ chatter@chittering.wa.gov.au
www.chittering.wa.gov.au

**LEASE OF PORTION OF CHITTERING MULTI-PURPOSE HEALTH CENTRE
– GREAT NORTHERN HIGHWAY, BINDOON**

SHIRE OF CHITTEIRNG

("Lessor")

AND

WA COUNTRY HEALTH SERVIES

("Lessee")

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DETAILS

Parties

Shire of Chittering

of 6177 Great Northern Highway, Bindoon, Western Australia
(Lessor)

WA Country Health Services

of c/- PO Box 690, Northam, Western Australia

The Minister for Health is incorporated as the WA Country Health Services under s7 of the *Hospitals and Health Services Act 1927* (WA) and has delegated all the powers and duties as such to the Director General of Health
(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease, and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Lease.

AGREED TERMS

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Amounts Payable means the Rent, outgoings, Operating Expenses and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Business Day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in Item 4 of the Schedule;

Common Areas means all those parts of the Medical Centre not leased to any lessee and intended for use by the lessees of the Medical Centre and their respective clients in common with each other including the reception area, waiting area, staff rooms, all parking areas, roads, walkways, malls, corridors, passageways, stairways, elevators, toilets and washrooms in, on or about the Medical Centre and more particularly shown coloured in green on the sketch annexed to this Lease as Annexure 1;

Common Areas Lease means the lease agreement between the Lessor, the Lessee and the Neighbouring Tenant in respect of the Common Areas;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

Contamination has the same meaning as the word "contaminated" in the *Contaminated Sites Act*;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

GP Premises means that part of the Medical Centre as defined in the GP Lease and as shown coloured purple on the sketch annexed to this Lease as Annexure 1;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lease year means:

- (a) the Commencement Date to the day before the first anniversary of the Commencement Date; or
- (b) an anniversary of the Commencement Date to the day before the next anniversary of the Commencement Date;

Lessee's Agents include;

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessee's Relevant Proportion means 51.35%;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Lessor's Fixtures and Fittings means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term. An initial list of the Lessor's Fixtures and Fittings installed at the Commencement Date is annexed hereto as Annexure 2;

Medical Centre means the building described at Item 1 of the Schedule;

Month or **month** means a calendar month;

Neighbouring Tenant means the lessee of that portion of the Medical Centre coloured purple as shown on the sketch annexed to this Lease as Annexure 1;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Operating Expenses means any amount expended by or on behalf of the Lessor, including provisions and adjustments appropriate for the Lease year in respect of the whole of the Medical Centre or the Land (and not otherwise the direct responsibility of the Lessee or the Neighbouring Tenant) and in connection with:

- (a) insurance premiums and any other costs or expenses relating to any insurance which the Lessor reasonably takes out in connection with the Medical Centre;
- (b) the appointment of a managing agent for the management of Medical Centre (except to the extent that the amounts payable to the managing agent exceed 3% of the Rent payable under this Lease during relevant Lease year);
- (c) administration, management and operation of the Medical Centre including the auditing of statements relating to the Operating Expenses;
- (d) the running, lighting, cleaning, repair, maintenance, servicing and replacement of the Common Areas and all equipment in and services provided to the Common Areas or the Medical Centre or for the general benefit of the lessees of the Medical Centre including signs, toilets and bathrooms, car parking areas and the cost of spare or replacement parts;
- (e) supplying electricity, gas, telephone, sewerage and other services to the Common Areas or for the general benefit of the lessees of the Medical Centre;
- (f) the repair, maintenance, renovation and replacement of the buildings and other areas comprising the Medical Centre (including the Common Areas) except structural repairs;
- (g) cleaning, maintaining and repairing the Common Areas including any exterior windows, car parking areas, toilets, rest rooms and similar public amenities in the Medical Centre and keeping the Medical Centre (including the Common Areas) free of waste, vermin and pests;
- (h) rubbish and trade waste disposal;
- (i) gardening and landscaping expenses in respect of the Common Areas and surrounds of the Medical Centre;
- (j) the running, repair, maintenance and replacement of all air-conditioning and other ventilation equipment installed in or provided by the Lessor in the Medical Centre or the Common Areas including the cost of electricity or other power source used for its running, the cost of materials, and contract charges;
- (k) security and safety for the Medical Centre and all persons using the Medical Centre, including the supply, repair, maintenance, servicing and replacement of all fire equipment in the Medical Centre and all charges rendered by any person for the supply, maintenance, servicing and monitoring of any fire equipment, including but not limited to fire protection equipment and alarms; and

- (l) any other expenditure reasonably and properly incurred by the Lessor in the operation and promotion of the Medical Centre (whether of the kind listed above or otherwise).

Party means the Lessor or the Lessee according to the context;

Permitted Purpose is described in Item 7 of the Schedule;

Premises means the premises described at **Item 1** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means a date identified in **Item 6** of the Schedule;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means expiry by effluxion, of time or sooner determination of the Term or any period of holding over.

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, local or town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;

- (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions and emails;
- (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of Lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet Enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Land, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Common Areas

The Lessee acknowledges and agrees that the use and responsibility for the Common Areas is shared with the Neighbouring Tenant in accordance with the Common Areas Lease.

6. Rent and other payments

The Lessee covenants with the Lessor:

6.1. Rent

To pay to the Lessor during the Term the Rent in the manner set out at Item 5 of the Schedule and subject to review in accordance with clause 7 from the Commencement Date clear of any deductions, set-off or abatement whatsoever otherwise than as provided in this Lease.

6.2. Outgoings

- (1) To pay punctually to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of the Premises:
 - (a) local government services and other charges;
 - (b) subject to clause 6.3, water, drainage and sewerage rates, charges for disposal of stormwater, meter rent excess water charges;
 - (c) subject to clause 6.4, telephone, electricity, gas and other power and light charges including but not limited to meter rent and the cost of installation of any meter, wiring, internet connection or telephone connection AND the Lessee must ensure where possible that any accounts for all charges and outgoings in respect of telephone, internet, electricity, gas and other power and light charges are taken out and issued in the name of the Lessee;
 - (d) Department of Fire and Emergency Services (D.F.E.S) levies;
 - (e) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (f) the costs of any cleaning and lighting of, supply of internal security and toilet requisites to, and the Premises;
 - (g) maintenance and repair of the Premises unless such maintenance or repair is the Lessor's responsibility under this Lease;
 - (h) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises; and
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in clause 6.2(1) being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

6.3. Water Consumption

- (1) The Lessee acknowledges and agrees that the Premises and the Common Areas are not separately charged or assessed for water consumption.
- (2) The Lessee covenants and agrees with the Lessor to pay its share of water consumption, within 14 days of receipt of an invoice from the Lessor, calculated for:
 - (a) the Premises determined upon the following basis:
 - (i) $\frac{\text{the total assessed or charged amount}}{\text{total floor space of the Medical Centre}} \times \text{area of the Premises}$
 - (b) the Common Areas determined upon following basis:
 - (j) $\text{the total assessed or charged amount} \times \text{Lessee's Relevant Portion}$

6.4. Electricity Consumption

- (1) The Lessee acknowledges and agrees that the Premises and GP Premises (excluding the Common Areas) are separately metered for electricity.
- (2) The electricity consumption for the Common Ares will be based on the difference between the separate metered amounts of the Premises and the GP Premises.
- (3) The Lessee covenants and agrees with Lessor to pay its share of electricity consumption, within 14 days of receipt of an invoice from the Lessor, calculated for:
 - (a) the Premises, as metered; and
 - (b) the Common Areas upon the following basis:

$$\frac{\text{the difference between the separate metered amounts of the Premises and the GP Premises}}{\text{Lessee's Relevant Proportion}}$$

6.5. Operating Expenses

The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct the Lessee's Relevant Proportion of the Operating Expenses as determined by the Lessor acting reasonably.

6.6. Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for seven (7) days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

6.7. Costs

- (1) To pay to the Lessor on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with the Lease; and
 - (c) all costs associated with the preparation of a surveyed plan of the Premises for the purpose of the Lease.

- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under s81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach. may be avoided in a manner other than by relief granted by a court;
 - (d) any action or proceedings arising out of or incidental to any matters referred to in this clause 6.7 or any matter arising out of this Lease.

6.8. Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

6.9. Payment of Money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

7. Rent Review

7.1. Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

7.2. Methods of Review

The review will be based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in Item 6 of the Schedule.

7.3. CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution

of the CPI with an equivalent index, or failing agreement by the Parties, the substitution shall be made by a Valuer appointed in accordance with clause 7.4.

7.4. Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the Parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (Valuer) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.
- (4) In this clause 7, "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent-free periods, discounts or other rental concessions.

7.5. Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any rent review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

7.6. Lessor's Right to Review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

8. Insurance

8.1. Public Liability

The Parties AGREE THAT the Lessee must effect and maintain with insurers approved by the Lessor noting the respective rights and interests of the parties in the Premises for the time being, adequate public liability insurance for a sum not less than the sum set out at Item 8 of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

8.2. Contents Insurance

Where the Lessor so requires, the Lessee must effect and maintain reasonable insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

8.3. Workers Compensation and Accident Insurance

- (1) The Lessee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises.
- (2) The Lessee must effect and maintain a policy of personal accident insurance including insurance in respect of all volunteers of the Lessee employed in, about or from the Premises.

8.4. Building Insurance to be Effect by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.

8.5. Details and Receipts

In respect of the insurances required by clauses 8.1, 8.2 and 8.3 the Lessee must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of certificates of currency and details of the insurances as held by the Lessee;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

8.6. Lessee May be Required to Pay Excess on Insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in clauses 8.1, 8.2, 8.3 and 8.4 where the Lessee is at fault.

8.7. Not to Invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under clauses 8.1, 8.2, 8.3 and 8.4 on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

8.8. Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

8.9. Settlement of Claim

The Lessor may, but the Lessee may not without the prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by clauses 8.1, 8.2, 8.3 and 8.4

8.10. Lessor as Attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect of all matters and questions which may arise in relation to any insurances required by clauses 8.1, 8.2, 8.3 and 8.4;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by clauses 8.1, 8.2, 8.3 and 8.4
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

9.1. Lessee Responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

9.2. Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (ii) any work carried out by or on behalf of the Lessee on the Premises;
- (iii) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (iv) the presence of any Contamination, pollution or environmental harm in, on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (v) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (vi) an act or omission of the Lessee.

9.3. Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under clause 9.2 will be reduced by the extent of such payment; and

- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9.4. No Indemnity for Lessor's Negligence

The Parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.5. Release

- (1) The Lessee:
- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
 - (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, pollution or environmental harm in, on or under the Premises or surrounding area,
- except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.
- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

10.1. No Liability for Loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

10.2. Limit on Liability for Breach of Lessor's Covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple of the Premises.

- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Lease of Common Areas

The Lessee must enter into a lease with the Neighbouring Tenant and the Lessor in relation to the Common Areas.

12. Maintenance, Repair and Cleaning

12.1. Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
- (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
- (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; or
 - (d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

12.2. Lessor's Maintenance Obligations

Without limiting the Lessee's obligations under clause 12.1, the Lessor shall be responsible at the Lessee's cost to:

(a) Carry out repairs as a result of fair and reasonable wear and tear to the following items:

- (i) blocked toilets provided that such repair is due to minor blockages;
- (ii) doors off hinges;
- (iii) leaking taps;
- (iv) broken light fittings;
- (v) sticking doors;
- (vi) broken locks;
- (vii) broken glass; and
- (viii) any other repairs that may be required,

to keep the Premises in good working order and condition EXCEPT to the extent that such repairs or maintenance are rendered necessary by any act, neglect or default of the Lessee or the Lessee's Agents or the Lessor's insurances are invalidated by any act, neglect or default on the part of the Lessee or the Lessee's Agents; and

(b) keep the Premises free of any vermin or other recognised pests (including but not limited to rodents, cockroaches and termites).

12.3. Cleaning

- (1) The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.
- (2) The Lessee must keep the Premises free from dirt and rubbish and store and keep all trade waste and garbage in proper receptacles.

12.4. Repair

- (1) Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's Fixtures and Fittings which are or which become damaged.
- (2) If any damage is not repaired or replaced by the Lessee in accordance with its obligations under clause 12.4(1), within 14 days of written notice from the Lessor that such repair or replacement is required, the Lessor may carry out the repairs or replacements and the cost will be borne by the Lessee.

12.5. Damage to Common Areas

The Lessee must at the Lessee's cost make good any breakage, defect or damage to the Common Areas or to any other part of the Medical Centre or any appurtenance or equipment therein caused by want of care misuse

or abuse on the part of the Lessee or the Lessee's Agents or other persons claiming through or under the Lessee or by any breach of this Lease by the Lessee.

12.6. Responsibility for Securing the Premises

- (1) The Parties acknowledge that a security system has been installed by the Lessor for the Medical Centre.
- (2) The Lessee must:
 - (a) ensure that Premises, including Lessor's Fixtures and Fittings, are appropriately secured;
 - (b) use the Lessee's best endeavours to protect and keep safe the Premises and any property contained in the Premises from theft or robbery;
 - (c) keep all doors, windows and other opening closed and securely fastened when the Premises are not open for use or business; and
 - (d) not change or alter any of the locks or security devices to the Premises.
- (3) The Lessee covenants and agrees to pay to the Lessor or to such person as the Lessor may from time to time direct any security charges or call out charges which, in the Lessor's reasonable opinion, relate to the Lessee, the Lessee's Agents or the Lessee's use of the Premises.

12.7. Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

12.8. Painting

- (1) The Lessee must on or before each repainting date as stated in Item 9 of the Schedule paint with at least 2 coats of paint those parts for the Premises usually painted internally.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the material approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

12.9. Drains

- (1) The Lessee must keep and maintain the waste pipes, drains and conduits originating in the Premises or connected thereto in a clean, clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

12.10.Safety & Testing Obligations

- (1) The Lessee acknowledges and agrees that it is fully responsible at its costs for ensuring that the Premises and any fixtures or fittings are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
- (2) To comply with its obligation pursuant to clause 12.10(1) above, the Lessee acknowledges that it will be required to, amongst other things comply with the requirements of the *Occupational Safety and Health Act 1984*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person;

12.11.Comply with all Reasonable Conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises.

12.12.Acknowledgement of State of Repair of Premises

The Lessee acknowledges that it has inspected the structure of the Premises internally and externally prior to the execution of this Lease and enters into the Lease with full knowledge of the structural state and state of repair of the Premises.

13. Use**13.1. Restrictions on Use**

- (1) Generally

The Lessee must not and must not suffer or permit a person to:

- (e) use the Premises or any part of the Premises for any purpose other than the Permitted Purpose;
or
- (f) use the Premises for any purpose which is not permitted under any local or town planning scheme, local law, act, statute or any law relating to health.

- (2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

- (3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any license necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises

(5) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(6) No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(7) Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(8) Sale of alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations 1989*, *Food Act 2008*, *Food Regulations 2009* and any other relevant written law that may be in force from time to time.

(9) No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

13.2. No Warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licenses required by the Lessee under any statute for its use of the Premises.

13.3. Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

13.4. Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

13.5. Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this clause 13.

14. Alcohol

Not used.

15. Alternations

15.1. Restrictions

The Lessee must not without prior written consent:

- (a) from the Lessor;
- (b) from any other person from whom consent is required under this Lease;
- (c) required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor;
 - (i) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
 - (ii) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

15.2. Consent

If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in clause 15.1 the Lessor may:

- (a) consent subject to conditions; and

- (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (b) if the Lessor consents to any matter referred to in clause 15.1:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

15.3. Cost of Works

All works undertaken under this clause 15 will be carried out at the Lessee's expense.

15.4. Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
- (b) permit the Lessor to carry out those other works at the Lessee's expense,

in accordance with the Lessor's requirements.

16. Lessor's right of entry

16.1. Entry on Reasonable notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a) at all reasonable times;
 - (i) with or without workmen and others; and
 - (ii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to ensure that all fire protection and fire fighting equipment located, or installed at the Premises, is tested regularly for compliance with Australian Standards and DFES's requirements;

- (iii) to ensure that the emergency/exit lighting systems in the Premises are adequately maintained in accordance with the requirements of the Building Code of Australia and Australian Standards;
- (iv) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
- (v) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
- (vi) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause 16.l(b)(vi) is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

16.2. Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at clause 16.l(b)(vi) together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

17. Statutory obligations and notices

17.1. Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at clause 13;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premise.

17.2. Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in clause 17.1; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in clause 17.1.

18. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

19. Default

19.1. Events of Default

A default occurs if:

- (a) any Rent remains unpaid for seven (7) days after a Notice has been given to the Lessee to rectify the breach;
- (b) the Lessee is in breach of any of the Lessee's Covenants other than the covenant to pay Rent for fourteen (14) days after written notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the Lessee repudiates the Lease;
- (d) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 1987*, the association is wound up whether voluntarily or otherwise;
- (e) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 1987*, the Lessee passes a special resolution under the *Associations Incorporation Act 1987* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (f) where the Lessee is an individual, the Lessee dies or becomes of unsound mind, or is declared bankrupt;
- (g) where the Lessee is a partnership, the Lessee having a change in its constitution;
- (h) an application is made to a court for the Lessee to be wound up;
- (i) the appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets;
- (j) the Lessee becomes an insolvent under administration under section 9 of the *Corporations Act 2001*;
- (k) the Lessee proposes to enter into or enters into any form of arrangement with any of its creditors;

- (l) the Lessee is unable to pay all its debts when they become due, it fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*, or it is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
- (m) a meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;
- (n) a mortgagee takes possession of the property of the Lessee under this Lease;
- (o) any execution or similar process is made against the Premises on the Lessee's property;
- (p) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a two-month period; or
- (q) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

19.2. Costs of Default Notice

The Lessee is liable for any legal costs incurred by the Lessor in respect of the Notices referred to in clauses 19.1(a) and 19.1(b).

19.3. Forfeiture

On the occurrence of any of the events of default specified in clause 19.1 the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by Notice to the Lessee determine this Lease and from the date of giving such Notice this Lease will be absolutely determined; and
- (c) by Notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the Notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under clause 22,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

19.4. Lessor May Remedy Breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

19.5. Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

19.6. Essential Terms

Each of the Lessee's Covenants in clauses 6 (Rent and Other Payments), 8 (Insurance), 9 (Indemnity), 12 (Maintenance, Repair and Cleaning), 13 (Use), 26 (Assignment, Subletting and Charging) and 31 (Goods and Services Tax), is an essential term of this Lease but this clause 19.6 does not mean or imply that there are no other essential terms in this Lease.

19.7. Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term;
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any Notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this clause 19.7(c) will survive termination or any deemed surrender at law of the estate granted by this Lease;

- (e) the Lessee may deduct from the amounts referred to at clause 19.7(c) the rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

20. Damage or destruction of Premises

20.1. Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the award appears to have been overpaid.

20.2. Total Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either Party may by Notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this Lease. The Term will terminate upon such Notice being given and the Lessee must vacate the Premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

21. Option to renew

If the Lessee at least six (6) months, but not earlier than twelve (12) months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 21** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

22. Holding over

- (1) If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term increased by 3% and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.
- (2) The Lessee shall not be entitled to hold over for a more than twelve (12) months after the expiry of the Term.

23. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease and repair, replace or make good to the reasonable satisfaction of the Lessor any of the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings, the exterior facade, the glass perimeter walls, the exterior and interior of all windows, doors, all other glass and other fixtures) where they have been damaged by the Lessee or any of the Lessee's Agents.

24. Yield up the premises

24.1. Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- (b) surrender to the Lessor all keys and security access devices and combinations for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

24.2. Clause 24.1. to Survive Termination

The Lessee's obligation under **clause 24.1** will survive termination.

25. Removal of property from premises

25.1. Remove Property Prior to Termination

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an

integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

25.2. Lessor Can Remove Property on Re-Entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

26. Assignment, Subletting and Charging

26.1. No Assignment or Sub-letting Without Consent

The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

26.2. Change in Ownership of Shares

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act* 2001 (Cth) will be deemed to be an assignment of the leasehold estate created by this Lease. The Lessee must give the Lessor written notification of the change in ownership of shares fourteen (14) days prior to the change.

26.3. Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,
- (d) to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (e) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

26.4. Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

26.5. *Property Law Act 1969*

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

26.6. Costs for Assignment and Sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or sub-letting proceeds.

26.7. No Mortgage or Charge

The Lessee must not mortgage nor charge the Premises.

26.8. Casual Hire of Premises

- (1) The Lessee may hire out the Premises or any part thereof on a casual basis only PROVIDED:
 - (a) such use is consistent at all times with the Permitted Purpose; and
 - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease.
- (2) For the purposes of this Lease "casual hire" means any hire of the Premises by the Lessee to a third party for a period of no more than 48 hours in any calendar month and does not include any formal transfer, assignment or sublease of the Premises
- (3) The Lessee ACKNOWLEDGES that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

27. Disputes

27.1. Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's representative as nominated in writing by the Lessor from time to time (Lessor's Representative) who shall convene a meeting within 10 days of receipt of such Notice from the Lessee or such other period of time as is agreed to by the Parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (Original Meeting).

27.2. Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with clause 27.1 of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the Parties between the CEO of the Lessor and a director of the Lessee for the purpose of resolving the dispute.

27.3. Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with clause 27.2 of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

27.4. Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies overpaid.

28. Prior notice of proposal to change rules

If the Lessee is an association which is incorporated under the *Associations Incorporation Act 1987*, the Lessee agrees that it will not change its rules of association under the *Associations Incorporation Act 1987* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

29. Provision of information

Not used.

30. Caveat**30.1. No Absolute Caveat**

The Lessee nor any person on behalf of the Lessee will not, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

30.2. CEO & Lessor as Attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and

(c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

30.3. Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

30.4. Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause; and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

31. Goods and services tax

31.1. Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the *Commonwealth's A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

31.2. Lessee to Pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 31.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

31.3. Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 31.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

- (1) No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

- (2) Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

- (3) Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

- (4) Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

32. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

33. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in Item 10 of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

34. Commercial Tenancy Act

No used.

35. Acts by Agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

36. Governing Law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

37. Statutory Powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

38. Notice

38.1. Form of Delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally;
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other;
- (c) by addressing it to the Party and faxing it to the facsimile number appearing in this Lease or any other facsimile number nominated by a Party by Notice to the other; or
- (d) by addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the other.

38.2. Service of Notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in clause 38.1(b), at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in clause 38.1(b), on the second Business Day following the date of posting of the Notice;
- (d) if by facsimile, when despatched by facsimile to a facsimile number specified in clause 38.1(c) of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day; and
- (e) if by email, when despatched by email to an email address specified in clause 38.1(d) of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

38.3. Signing of Notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO of that local government;
- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association;
- (e) if given by the Lessor, by the representative of the Managing Agent; or
- (f) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

39. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

40. Variation

This Lease may be varied only by deed executed by the Parties subject to such consents as are required by this Lease or at law and the costs of such variation will be borne by the Lessee.

41. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

42. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

43. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor or the Managing Agent at its office in Perth in the State of Western Australia or at any other place within Australia which the Lessor or the Managing Agent shall designate in writing or in any other manner which the Lessor or the Management Agent from time to time designates in writing.

44. Waiver

44.1. No General Waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

44.2. Partial Exercise of Right Power or Privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

SCHEDULE

Item 1 Land and Premises

Land

Lot 62 on Deposited Plan 335577 being the whole of the land comprised in Certificate of Title Volume 2540 Folio 843.

Medical Centre

The building more commonly known as the 'Chittering Multi-purpose Health Centre' containing offices and other improvements now or at any time in the future erected upon the Land and includes the Common Areas.

Premises

That portion of the Medical Centre shown coloured yellow on the sketch annexed hereto as Annexure 1 and includes the Lessor's Fixtures and Fittings, all carpets and floor covering, window treatments (including but not limited to curtains and blinds) and other fixtures and fittings belonging to the Lessor therein and all modifications and replacements for the time being, comprising approximately 190 square metres.

Item 2 Term

5 years commencing on Commencement Date and expiring on 30 September 2030.

Item 3 Further Term

5 years commencing on 1 October 2030 and expiring on 30 September 2035.

Item 4 Commencement Date

1 October 2025.

Item 5 Rent

\$32,725.14 (thirty-two thousand, seven hundred and twenty-five dollars and fourteen cents) plus GST per annum payable in advance in equal monthly instalments of \$2,727.09 (two thousand, seven hundred and twenty-seven dollars and nine cents) plus GST, as varied from time to time in accordance with the terms of this Lease.

Item 6 Rent Review Dates

Market Reviews

Mark Reviews are to be undertaken every five (5) years during the Term (including any Further Terms and any period of holding over, if applicable) on the anniversary of the Commencement Date.

CPI Review

CPI Reviews are to be undertaken upon each anniversary of the Commencement Date of each year of the Term (including any Further Terms and any period of holding over, if applicable), except for years for which a market review is required pursuant to the provisions of this clause.

Item 7 Permitted purpose

Medical services and uses reasonably ancillary thereto.

Item 8 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 9 Repainting Dates

Prior to the expiry of the Term and any Further Term (if applicable), unless otherwise approved by the Lessor in writing

Item 10 Additional terms and covenants**1. Method of Measurement**

- (a) If any area of the Premises or the Medical Centre is to be calculated or measured for the purposes of this Lease, those calculations and measurements must be in accordance with:
 - (i) the relevant method for the measurement of buildings as recommended by the Property Council of Australia;
 - (ii) if there is no relevant method, the method or criteria which the Lessor and the Lessee agree is the most appropriate; or
 - (iii) if the Lessor and the Lessee cannot agree, the method or criteria specified by a licensed land valuer appointed by the President of the Australian Property Institute at the request of either the Lessor or the Lessee. Each Party must pay half the costs of the valuer.
- (b) The Lessee is responsible for calculating or measuring any area for the purposes of this Lease and must pay the costs incurred.
- (c) If any calculation or measurement required in relation to this Lease is not completed within 60 days after the Commencement Date, the Lessor may arrange for it to be done and the reasonable and proper costs incurred by the Lessor must be paid by the Lessee on demand.

SIGNING PAGE

EXECUTED

2025

THE COMMON SEAL of the SHIRE OF CHITTERING
was hereunto affixed by authority of a resolution of
the Council in the presence of –

Shire President

(Print Full Name)

Chief Executive Officer

(Print Full Name)

Executed by _____ DIRECTOR GENERAL OF
HEALTH AS DELEGATE OF THE WA COUNTRY
HEALTH SERVICE in the presence of:

Signature of _____

Witness Signature

Name of Witness

Address

Occupation

ANNEXURE 1 – SKETCH OF PREMISES



Lease of portion of Chittering Multi-Purpose Health Centre – Great Northern Highway, Bindoon

Shire of Chittering

WA Country Health Services



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

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Ref: LMC:CHIT:37088

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Details

Parties

Shire of Chittering

of 6177 Great Northern Highway, Bindoon, Western Australia
(Lessor)

WA Country Health Services

of c/- PO Box 690, Northam, Western Australia

The Minister for Health is incorporated as the WA Country Health Service under section 7 of the *Hospitals and Health Services Act 1927* (WA) and has delegated all the powers and duties as such to the Director General of Health
(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Lease.

Agreed terms

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Amounts Payable means the Rent, outgoings, Operating Expenses and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Business Day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Common Areas means all those parts of the Medical Centre not leased to any lessee and intended for use by the lessees of the Medical Centre and their respective clients in common with each

other including the reception area, waiting area, staff rooms, all parking areas, roads, walkways, malls, corridors, passageways, stairways, elevators, toilets and washrooms in, on or about the Medical Centre and more particularly shown coloured green on the sketch annexed to this Lease as **Annexure 1**;

Common Areas Lease means the lease agreement between the Lessor, the Lessee and the Neighbouring Tenant in respect of the Common Areas;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

GP Premises means that part of the Medical Centre as defined in the GP Lease and as shown coloured purple on the sketch annexed to this Lease as **Annexure 1**;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lease year means:

- (a) the Commencement Date to the day before the first anniversary of the Commencement Date; or
- (b) an anniversary of the Commencement Date to the day before the next anniversary of the Commencement Date;

Lessee’s Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee’s Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessee’s Relevant Proportion means 51.35%;

Lessor’s Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Lessor’s Fixtures and Fittings means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term;

Medical Centre means the building described at **Item 1** of the Schedule;

Month or **month** means a calendar month;

Neighbouring Tenant means the lessee of that portion of the Medical Centre coloured pink as shown on the sketch annexed to this Lease as **Annexure 1**;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Operating Expenses means any amount expended by or on behalf of the Lessor, including provisions and adjustments appropriate for the Lease year in respect of the whole of the Medical Centre or the Land (and not otherwise the direct responsibility of the Lessee or the Neighbouring Tenant) and in connection with:

- (a) insurance premiums and any other costs or expenses relating to any insurance which the Lessor reasonably takes out in connection with the Medical Centre;
- (b) the appointment of a managing agent for the management of the Medical Centre (except to the extent that the amounts payable to the managing agent exceed 3% of the Rent payable under this Lease during the relevant Lease year);
- (c) administration, management and operation of the Medical Centre including the auditing of statements relating to the Operating Expenses;
- (d) the running, lighting, cleaning, repair, maintenance, servicing and replacement of the Common Areas and all equipment in and services provided to the Common Areas or the Medical Centre or for the general benefit of the lessees of the Medical Centre including signs, toilets and bathrooms, car parking areas and the cost of spare or replacement parts;
- (e) supplying electricity, gas, telephone, sewerage and other services to the Common Areas or for the general benefit of the lessees of the Medical Centre;
- (f) the repair, maintenance, renovation and replacement of the buildings and other areas comprising the Medical Centre (including the Common Areas) except structural repairs;
- (g) cleaning, maintaining and repairing the Common Areas including any exterior windows, car parking areas, toilets, rest rooms and similar public amenities in the Medical Centre and keeping the Medical Centre (including the Common Areas) free of waste, vermin and pests;
- (h) rubbish and trade waste disposal;
- (i) gardening and landscaping expenses in respect of the Common Areas and surrounds of the Medical Centre;
- (j) the running, repair, maintenance and replacement of all air-conditioning and other ventilation equipment installed in or provided by the Lessor in the Medical Centre or the Common Areas including the cost of electricity or other power source used for its running, the cost of materials, and contract charges;
- (k) security and safety for the Medical Centre and all persons using the Medical Centre, including the supply, repair, maintenance, servicing and replacement of all fire equipment in the Medical Centre and all charges rendered by any person for the supply, maintenance, servicing and monitoring of any fire equipment, including but not limited to fire protection equipment and alarms; and

- (l) any other expenditure reasonably and properly incurred by the Lessor in the operation and promotion of the Medical Centre (whether of the kind listed above or otherwise).

Party means the Lessor or the Lessee according to the context;

Permitted Purpose is described in **Item 7** of the Schedule;

Premises means the premises described at **Item 1** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means a date identified in **Item 6** of the Schedule;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, local or town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;

- (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions and emails;
- (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Land, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Common Areas

The Lessee acknowledges and agree that the use and responsibility for the Common Areas will be shared with the Neighbouring Tenant in accordance with the Common Areas Lease.

6. Rent and other payments

The Lessee covenants with the Lessor:

6.1 Rent

To pay to the Lessor during the Term the Rent in the manner set out at **Item 5** of the Schedule and subject to review in accordance with **clause 7** from the Commencement Date clear of any deductions, set-off or abatement whatsoever otherwise than as provided in this Lease.

6.2 Outgoings

- (1) To pay punctually to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of the Premises or the Medical Centre:
 - (a) local government services and other charges;
 - (b) subject to **clause 6.3**, water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) subject to **clause 6.4**, telephone, electricity, gas and other power and light charges including but not limited to meter rent and the cost of installation of any meter, wiring, internet connection or telephone connection AND the Lessee must ensure where possible that any accounts for all charges and outgoings in respect of telephone, internet, electricity, gas and other power and light charges are taken out and issued in the name of the Lessee;
 - (d) Department of Fire and Emergency Services (D.F.E.S) levies;
 - (e) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (f) the costs of any cleaning and lighting of, supply of internal security and toilet requisites to the Premises;
 - (g) maintenance and repair of the Premises unless such maintenance or repair is the Lessor's responsibility under this Lease ;
 - (h) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises; and
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 6.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

6.3 Water Consumption

- (1) The Lessee acknowledges and agrees that the Premises and the Common Areas are not separately charged or assessed for water consumption.

- (2) The Lessee covenants and agrees with Lessor to pay its share of water consumption, within 14 days of receipt of an invoice from the Lessor, calculated for:
 - (a) the Premises determined upon the following basis:
 - (i) $\frac{\text{the total assessed or charged amount}}{\text{total floor space of the Medical Centre}} \times \text{area of the Premises}$
 - (b) the Common Areas determined upon following basis:
 - (i) $\text{the total assessed or charged amount} \times \text{Lessee's Relevant Proportion}$

6.4 Electricity Consumption

- (1) The Lessee acknowledges and agrees that the Premises and GP Premises (excluding the Common Areas) are separately metered for electricity.
- (2) The electricity consumption for the Common Areas will be based on the difference between the separate metered amounts of the Premises and the GP Premises.
- (3) The Lessee covenants and agrees with Lessor to pay its share of electricity consumption, within 14 days of receipt of an invoice from the Lessor, calculated for:
 - (a) the Premises, as metered; and
 - (b) the Common Areas upon the following basis:

the difference between the separate metered amounts of the Premises and the GP Premises \times Lessee's Relevant Proportion

6.5 Operating Expenses

The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct the Lessee's Relevant Proportion of the Operating Expenses as determined by the Lessor acting reasonably.

6.6 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for thirty (30) days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

6.7 Costs

- (1) To pay to the Lessor on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
 - (c) all costs associated with the preparation of a surveyed plan of the Premises for the purposes of the Lease.

- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a court;
 - (d) any action or proceedings arising out of or incidental to any matters referred to in this **clause 6.7** or any matter arising out of this Lease.
- (3) The Parties will be responsible for their own legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.

6.8 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6.9 Payment of Money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

7. Rent Review

7.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

7.2 Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in Item 6 of the Schedule.

7.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the Parties, the substitution shall be made by a Valuer appointed in accordance with **clause 7.4**.

7.4 Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date)

by agreement between the Parties and failing agreement, will be determined in accordance with the following provisions.

- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 7**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

7.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any rent review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

7.6 Lessor's right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

8. Insurance

8.1 Public Liability Insurance

The Parties AGREE THAT the Lessee must effect and maintain with insurers approved by the Lessor noting the respective rights and interests of the parties in the Premises for the time being, adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

8.2 Contents Insurance

Where the Lessor so requires, the Lessee must effect and maintain reasonable insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

8.3 Workers Compensation and Accident Insurance

- (1) The Lessee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises.
- (2) The Lessee must effect and maintain a policy of personal accident insurance including insurance in respect of all volunteers of the Lessee employed in, about or from the Premises.

8.4 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.

8.5 Details and receipts

In respect of the insurances required by **clauses 8.1, 8.2 and 8.3** the Lessee must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of certificates of currency and details of the insurances as held by the Lessee;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

8.6 Lessee May be Required to Pay Excess on Insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clauses 8.1, 8.2, 8.3 and 8.4** where the Lessee is at fault.

8.7 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clauses 8.1, 8.2, 8.3 and 8.4** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

8.8 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and

- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

8.9 Settlement of claim

The Lessor may, but the Lessee may not without the prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clauses 8.1, 8.2, 8.3 and 8.4**.

8.10 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect of all matters and questions which may arise in relation to any insurances required by **clauses 8.1, 8.2, 8.3 and 8.4**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clauses 8.1, 8.2, 8.3 and 8.4**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

9.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

9.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (ii) any work carried out by or on behalf of the Lessee on the Premises;
- (iii) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;

- (iv) the presence of any Contamination, pollution or environmental harm in, on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (v) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (vi) an act or omission of the Lessee.

9.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9.4 No indemnity for Lessor's negligence

The Parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, pollution or environmental harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

(2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

10.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

10.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple of the Premises.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Lease of Common Areas

The Lessee must enter into a lease with the Neighbouring Tenant and the Lessor in relation to the Common Areas.

12. Maintenance, repair and cleaning

12.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; or
 - (d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

12.2 Lessor's Maintenance Obligations

- (1) Without limiting the Lessee's obligations under **clause 12.1**, the Lessor shall be responsible at the Lessee's cost to:
 - (a) carry out repairs as a result of fair and reasonable wear and tear to the following items:
 - (i) blocked toilets provided that such repair is due to minor blockages;
 - (ii) doors off hinges;
 - (iii) leaking taps;
 - (iv) broken light fittings;
 - (v) sticking doors;
 - (vi) broken locks;
 - (vii) broken glass; and
 - (viii) any other repairs that may be reasonably required,
 - to keep the Premises in good working order and condition EXCEPT to the extent that such repairs or maintenance are rendered necessary by any act, neglect or default of the Lessee or the Lessee's Agents or the Lessor's insurances are invalidated by any act, neglect or default on the part of the Lessee or the Lessee's Agents; and
 - (b) keep the Premises free of any vermin or other recognised pests (including but not limited to rodents, cockroaches and termites).

12.3 Cleaning

- (1) The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.
- (2) The Lessee must keep the Premises free from dirt and rubbish and store and keep all trade waste and garbage in proper receptacles.

12.4 Repair

- (1) Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises and replace any of the Lessor's Fixtures and Fittings which are or which become damaged.
- (2) If any damage is not repaired or replaced by the Lessee in accordance with its obligations under **clause 12.4(1)**, within 14 days of written notice from the Lessor that such repair or replacement is required, the Lessor may carry out the repairs or replacements and the cost will be borne by the Lessee.

12.5 Damage to Common Areas

The Lessee must at the Lessee's cost make good any breakage defect or damage to the Common Areas or to any other part of the Medical Centre or any appurtenance or equipment therein caused by want of care misuse or abuse on the part of the Lessee or the Lessee's Agents or other persons claiming through or under the Lessee or by any breach of this Lease by the Lessee.

12.6 Responsibility for Securing the Premises

- (1) The parties acknowledge that a security system has been installed by the Lessor for the Medical Centre.
- (2) The Lessee must:
 - (a) ensure the Premises, including Lessor's Fixtures and Fittings, are appropriately secured;
 - (b) use the Lessee's best endeavours to protect and keep safe the Premises and any property contained in the Premises from theft or robbery;
 - (c) keep all doors, windows and other opening closed and securely fastened when the Premises are not open for use or business; and
 - (d) not change or alter any of the locks or security devices to the Premises.
- (3) The Lessee covenants and agrees to pay to the Lessor or to such person as the Lessor may from time to time direct any security charges or call out charges which, in the Lessor's reasonable opinion, relate to the Lessee, the Lessee's Agents or the Lessee's use of the Premises.

12.7 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

12.8 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 9** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply will all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

12.9 Drains

- (1) The Lessee must keep and maintain the waste pipes, drains and conduits originating in the Premises or connected thereto in a clean, clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

12.10 Safety & Testing Obligations

- (1) The Lessee acknowledges and agrees that it fully responsible at its costs for ensuring that the Premises and any fixtures or fittings are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
- (2) To comply with its obligation pursuant to **clause 12.10(1)** above, the Lessee acknowledges that it will be required to, amongst other things, comply with the requirements of the *Occupational Safety and Health Act 1984*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person.

12.11 Comply with all reasonable conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises.

12.12 Acknowledgement of state of repair of Premises

The Lessee acknowledges that it has inspected the structure of the Premises internally and externally prior to the execution of this Lease and enters into the Lease with full knowledge of the structural state and state of repair of the Premises.

13. Use

13.1 Restrictions on use

(1) Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of the Premises for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local law, act, statute or any law relating to health.

(2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;

- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) **No signs**

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(6) **No smoking**

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(7) **Consumption of alcohol**

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(8) **Sale of Alcohol**

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations 1989*, *Food Act 2008*, *Food Regulations 2009* and any other relevant written law that may be in force from time to time.

(9) **No pollution**

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

13.2 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

13.3 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

13.4 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

13.5 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 13**.

14. Alcohol

Not used.

15. Alterations

15.1 Restriction

(1) The Lessee must not without prior written consent:

- (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (c) subject to the performance of the Lessee's obligations in **clause 12**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

15.2 Consent

(1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 15.1** the Lessor may:

- (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (b) if the Lessor consents to any matter referred to in **clause 15.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

15.3 Cost of Works

All works undertaken under this **clause 15** will be carried out at the Lessee's expense.

15.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

16. Lessor's right of entry

16.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to ensure that all fire protection and fire fighting equipment located, or installed at the Premises, is tested regularly for compliance with Australian Standards and DFES's requirements;
 - (iii) to ensure that the emergency/exit lighting systems in the Premises are adequately maintained in accordance with the requirements of the Building Code of Australia and Australian Standards;
 - (iv) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (v) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (vi) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 16.1(b)(vi)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

16.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 16.1(b)(vi)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

17. Statutory obligations and notices

17.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 13**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

17.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 17.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 17.1**.

18. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

19. Default

19.1 Events of Default

A default occurs if:

- (a) any Rent remains unpaid for seven (7) days after a Notice has been given to the Lessee to rectify the breach;
- (b) the Lessee is in breach of any of the Lessee's Covenants other than the covenant to pay Rent for fourteen (14) days after written notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the Lessee repudiates the Lease;

- (d) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 1987*, the association is wound up whether voluntarily or otherwise;
- (e) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 1987*, the Lessee passes a special resolution under the *Associations Incorporation Act 1987* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (f) where the Lessee is an individual, the Lessee dies or becomes of unsound mind, or is declared bankrupt;
- (g) where the Lessee is a partnership, the Lessee having a change in its constitution;
- (h) an application is made to a court for the Lessee to be wound up;
- (i) the appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets;
- (j) the Lessee becomes an insolvent under administration under section 9 of the *Corporations Act 2001*;
- (k) the Lessee proposes to enter into or enters into any form of arrangement with any of its creditors;
- (l) the Lessee is unable to pay all its debts when they become due, it fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*, or it is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
- (m) a meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;
- (n) a mortgagee takes possession of the property of the Lessee under this Lease;
- (o) any execution or similar process is made against the Premises on the Lessee's property;
- (p) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a six-month period; or
- (q) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

19.2 Costs of Default Notice

The Lessee is liable for any legal costs incurred by the Lessor in respect of the Notices referred to in **clauses 19.1(a) and 19.1(b)**.

19.3 Forfeiture

On the occurrence of any of the events of default specified in **clause 19.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by Notice to the Lessee determine this Lease and from the date of giving such Notice this Lease will be absolutely determined; and
- (c) by Notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the Notice

and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 22**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

19.4 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

19.5 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

19.6 Essential Terms

Each of the Lessee's Covenants in **clauses 6** (Rent and Other Payments), **8** (Insurance), **9** (Indemnity), **12** (Maintenance, Repair and Cleaning), **13** (Use), **26** (Assignment, Subletting and Charging) and **31** (Goods and Services Tax), is an essential term of this Lease but this clause **19.6** does not mean or imply that there are no other essential terms in this Lease.

19.7 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term;
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any Notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or

reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 19.7(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 19.7(c)** the rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

20. Damage or destruction of Premises

20.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the award appears to have been overpaid.

20.2 Total Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either Party may by Notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this Lease. The Term will terminate upon such Notice being given and the Lessee must vacate the Premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

21. Option to renew

If the Lessee at least six (6) months, but not earlier than twelve (12) months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 21** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

22. Holding over

- (1) If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term increased by 3% and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.
- (2) The Lessee shall not be entitled to hold over for a more than twelve (12) months after the expiry of the Term.

23. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease and repair, replace or make good to the reasonable satisfaction of the Lessor any of the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings, the exterior façade, the glass perimeter walls, the exterior and interior of all windows, doors, all other glass and other fixtures) where they have been damaged by the Lessee or any of the Lessee's Agents.

24. Yield up the premises

24.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- (b) surrender to the Lessor all keys and security access devices and combinations for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

24.2 Clause 24.1 to survive termination

The Lessee's obligation under **clause 24.1** will survive termination.

25. Removal of property from Premises

25.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

25.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

26. Assignment, Subletting and Charging

26.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

26.2 Change in Ownership of Shares

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act* 2001 (Cth) will be deemed to be an assignment of the leasehold estate created by this Lease and the Lessee must give the Lessor written notification of the change in ownership of shares within fourteen (14) days of the change.

26.3 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

26.4 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

26.5 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

26.6 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
 - (b) any consents required under this Lease or at law; and
 - (c) all other matters relating to the proposed assignment or sub-letting,
- whether or not the assignment or sub-letting proceeds.

26.7 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

26.8 Casual Hire of Premises

- (1) The Lessee may hire out the Premises or any part thereof on a casual basis only PROVIDED:
 - (a) such use is consistent at all times with the Permitted Purpose; and
 - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease.
- (2) For the purposes of this Lease, “casual hire” means any hire of the Premises by the Lessee to a third party for a period of no more than 48 hours in any calendar month and does not include any formal transfer, assignment or sublease of the Premises.
- (3) The Lessee ACKNOWLEDGES that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

27. Disputes

27.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor’s representative as nominated in writing by the Lessor from time to time (**Lessor’s Representative**) who shall convene a meeting within 10 days of receipt of such Notice from the Lessee or such other period of time as is agreed to by the Parties between the Lessor’s Representative and an officer of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

27.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 27.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the Parties between the CEO of the Lessor and a director of the Lessee for the purpose of resolving the dispute.

27.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 27.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

27.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any

money paid by the Lessee is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies overpaid.

28. Prior notice of proposal to change rules

If the Lessee is an association which is incorporated under the *Associations Incorporation Act 1987*, the Lessee agrees that it will not change its rules of association under the *Associations Incorporation Act 1987* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

29. Provision of information

Not used.

30. Caveat

30.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will not, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

30.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

30.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

30.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause; and

- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

31. Goods and services tax

31.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

31.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 31.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

31.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 31.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

- (1) No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

- (2) Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

- (3) Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies

with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

(4) Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

32. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

33. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

34. *Commercial Tenancy Act*

Not used.

35. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

36. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

37. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

38. Notice

38.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally;

- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other;
- (c) by addressing it to the Party and faxing it to the facsimile number appearing in this Lease or any other facsimile number nominated by a Party by Notice to the other; or
- (d) by addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the other.

38.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 38.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 38.1(b)**, on the second Business Day following the date of posting of the Notice;
- (d) if by facsimile, when despatched by facsimile to a facsimile number specified in **clause 38.1(c)** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day; and
- (e) if by email, when despatched by email to an email address specified in **clause 38.1(d)** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

38.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO of that local government;
- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association;
- (e) if given by the Lessor, by the representative of the Managing Agent; or
- (f) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

39. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

40. Variation

This Lease may be varied only by deed executed by the Parties subject to such consents as are required by this Lease or at law and the costs of such variation will be borne by the Lessee.

41. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

42. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

43. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor or the Managing Agent at its office in Perth in the State of Western Australia or at any other place within Australia which the Lessor or the Managing Agent shall designate in writing or in any other manner which the Lessor or the Management Agent from time to time designates in writing.

44. Waiver

44.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

44.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule

Item 1 Land and Premises

Land

Lot 62 on Deposited Plan 335577 being the whole of the land comprised in Certificate of Title Volume 2540 Folio 843.

Medical Centre

The building more commonly known as the 'Chittering Multi-purpose Health Centre' containing offices and other improvements now or at any time in the future erected upon the Land and includes the Common Areas.

Premises

That portion of the Medical Centre shown coloured yellow on the sketch annexed hereto as **Annexure 1** and includes the Lessor's Fixtures and Fittings, all carpets and floor covering, window treatments (including but not limited to curtains and blinds) and other fixtures and fittings belonging to the Lessor therein and all modifications and replacements for the time being, comprising approximately 190 square metres.

Item 2 Term

5 years commencing on the Commencement Date and expiring on 30 September 2020.

Item 3 Further Term

5 years commencing on 1 October 2020 and expiring on 30 September 2025.

Item 4 Commencement Date

1 October 2015.

Item 5 Rent

Twenty four thousand nine hundred and sixty dollars (\$24,960) plus GST per annum payable in advance in equal monthly instalments of two thousand and eighty dollars (\$2,080) plus GST, as varied from time to time in accordance with the terms of this Lease.

Item 6 Rent Review Dates

Market Reviews

Market Reviews are to be undertaken every five (5) years during the Term (including any Further Terms and any period of holding over, if applicable) on the anniversary of the Commencement Date.

CPI Review

CPI Reviews are to be undertaken upon each anniversary of the Commencement Date for each year of the Term (including any Further Terms and any period of holding over, if applicable), except for years for which a market review is required pursuant to the provisions of this clause.

Item 7 Permitted purpose

Medical services and uses reasonably ancillary thereto.

Item 8 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 9 Repainting Dates

Prior to the expiry of the Term and any Further Term (if applicable), unless otherwise approved by the Lessor in writing.

Item 10 Additional terms and covenants**1. Method of Measurement**

- (a) If any area of the Premises or the Medical Centre is to be calculated or measured for the purposes of this Lease, those calculations and measurements must be in accordance with:
 - (i) the relevant method for the measurement of buildings as recommended by the Property Council of Australia;
 - (ii) the method or criteria which the Lessor and the Lessee agree is the most appropriate; or
 - (iii) if the Lessor and the Lessee cannot agree, the method or criteria specified by a licensed land valuer appointed by the President of the Australian Property Institute at the request of either the Lessor or the Lessee. Each Party must pay half the costs of the valuer.
- (b) The Lessee is responsible for calculating or measuring any area for the purposes of this Lease and must pay the costs incurred.
- (c) If any calculation or measurement required in relation to this Lease is not completed within 60 days after the Commencement Date, the Lessor may arrange for it to be done and the reasonable and proper costs incurred by the Lessor must be paid by the Lessee on demand.

Signing page

EXECUTED

2015

THE COMMON SEAL of the **SHIRE OF CHITTERING** was hereunto affixed by authority of a resolution of the Council in the presence of -

Shire President

(Print Full Name)

Chief Executive Officer

(Print Full Name)

SIGNED by **DAVID RUSSELL-WEISZ**
DIRECTOR GENERAL OF HEALTH AS
DELEGATE OF THE WA COUNTRY HEALTH
SERVICE in the presence of

Signature of David Russell-Weisz

Witness Sign

Name of Witness

Address

Occupation

(277_37088_008)

Annexure 1 – Sketch of Premises



SUMMARY REPORT – MAJOR COUNCIL PLAN REVIEW 2026–2036

(Prepared using findings from Aha! Consulting Engagement Report)

1. What the Community Values Most

Engagement response themes strongly reflect Chittering’s rural identity, lifestyle and natural assets:

Top values identified:

- Rural lifestyle and country atmosphere (highest referenced)
- Natural environment, bushland and scenic landscapes
- Space, peace and tranquillity
- Strong sense of local community and belonging
- Rural living while remaining close to Perth

2. Community Vision for the Next 10 Years

The community sees Chittering as:

- A peaceful, rural and environmentally protected place
- Supported by better local services – health, aged care, recreation & youth facilities
- A region with stronger tourism, jobs and local business capacity
- Well-connected through reliable roads and digital infrastructure
- Safe, welcoming and community-oriented

3. Key Challenges Identified

Across all engagement activities, five consistent challenge areas emerged:

1. Managing population growth and development pressure
2. Infrastructure capacity and essential services (especially roads, health & utilities)
3. Protecting rural landscape, vegetation and character
4. Economic resilience and support for local businesses
5. Youth services, recreation, programs and connection

4. Community Priorities for Council Focus

Residents consistently support greater investment in:

- Local roads, verges, path networks and transport links
- Health and aged care access
- Water security, sustainability and bushfire resilience
- Youth recreation, sport and community programs
- Local economic development, tourism and visitor experience
- Protection of natural assets and environmentally sensitive areas

5. Business Sector Feedback

Business engagement highlighted opportunities for economic growth and efficiency:

- High interest in Bindoon Bypass benefits and risk management
- Barriers include workforce attraction, infrastructure capacity and housing supply

- Requests for simpler approvals and proactive support from the Shire
- Internet and telecommunications remain a major constraint
- Rural identity = economic asset when leveraged for tourism and branding

6. Youth Perspectives

Young people emphasised the need for:

- More sport & recreation spaces, youth hubs and events
- Stronger links to jobs and future training pathways
- Affordable housing options to stay local
- Accessible mental health support and youth engagement

7. Strategic Outcomes Emerging from Engagement

Insight themes have been grouped into six future strategic outcome areas:

Outcome	Focus Areas Identified by Community
1. Rural Shire, Natural Environment Protected	Bushland protection • Water security • Renewable energy support • Pest & weed management
2. Healthy & Resilient Community	Better health/aged services • Youth & sport facilities • Emergency readiness • Strong social connection
3. Safe, Reliable & Connected Infrastructure	Roads top priority • Paths/verges • Digital connectivity • Growth-based infrastructure planning
4. Diverse, Sustainable Local Economy	Tourism/agritourism • Business support • Workforce attraction • Growth-enabling services
5. A Shire that Grows Well & Wisely	Housing diversity • Maintain rural lifestyle • Balance land-use • Strategic development sequencing
6. A Council that Listens & Engages	Transparent communication • Ongoing engagement • Trust in decision-making

8. Engagement Participation Summary

630 participants in total – one of the Shire's strongest engagement results in recent years

Confidence level: 99% based on population sample reach

Breakdown of participation:

Engagement Activity	Participation
Community Survey	267 (244 online, 23 hard copy)
Youth Survey	65
Pop-Up Events (4)	144
Workshops (6)	154 participants total • 52 business representatives • 41 staff • 61 community members

This response demonstrates strong representation from both the community and business sector.

SCP Major Review Engagement

PROJECT: SCP Major Review

CLIENT: Shire of Chittering

DATE: October 2025

VERSION: 1.0

When will you have your next Aha moment?

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1 Executive Summary

Located 55kms north of Perth and home to approximately 6,573¹ residents and since the previous year experienced a 3.64% population growth, compared to 1.5% in other parts of Regional WA. The Shire incorporates the townsites of Bindoon, Muchea, and historic Wannamal along with the localities of Mooliabeenee, Chittering and Lower Chittering. With a unique landscape of large areas of untouched bushland, state forest, wetlands, and industrial and commercial estates, the Shire is a wonderful place to visit and an ideal place to live.

The Shire is currently reviewing its Strategic Community Plan (SCP) which is underpinned by extensive community engagement. This review will ensure that the Shire's future direction is aligned with the community's vision, priorities and aspirations for their local area.

The community engagement activities were aimed at involving a broad range of community and stakeholders to inform the new SCP. The engagement period was conducted from 4 August to 21 September 2025. Residents, ratepayers, businesses, community and other stakeholders were invited to participate in a variety of engagement activities:

- Survey (online and hard copy)
- 4 x pop-up events
- 1 x staff workshop
- 1 x business workshop
- 4 x community workshops

This report contains the results from this engagement.

¹ Australian Bureau of Statistics (2025) *Regional population, 2023–24 financial year*, ABS website, viewed 27 October 2025

1.1 Key results/themes

The community values the Shire of Chittering's rural character, offering a lifestyle supported by its natural environment that offers open space, peace and tranquillity. The strong community spirit and connection contribute to people's satisfaction with Chittering as a place to live. Feedback identified a desire for sustainable population and economic growth, that preserves the area's unique identity, strengthens community connection and maintains the valued quality of life.

People love the Shire's:

- **Rural lifestyle and atmosphere:** This theme reflects the community's appreciation for the peaceful, quiet, and relaxed country lifestyle. It includes the benefits of open spaces, large properties, privacy, and a slower pace of life away from urban congestion.
- **Natural environment and scenery:** This theme captures the value placed on the Shire's natural beauty. It encompasses the scenic landscapes, rolling hills, bushland, native flora and fauna, trees, and the overall pristine environment.
- **Community and people:** This theme highlights the strong sense of community and connection among residents. It includes the friendliness of the people, supportive neighbours, community groups, and local events that bring people together.

"The beautiful, friendly rural atmosphere. I think Chittering is the best place to live."

The community's vision:

The community envisions the Shire of Chittering as a place that has balanced progress with the preservation of its rural character. It will thrive economically, with diverse job opportunities and flourishing local businesses. It will be a strong, friendly and supportive community where residents enjoy convenient access to services. They believe that the Shire's existing rural feel, availability of land and economic potential, along with its natural environment and community spirit are its biggest strengths.

'Still maintain a rural feel, but has a good mix of commercial and recreational facilities and a steady population growth to support it.'

The top 5 challenges that community members said would need to be addressed over the next ten years were²:

1. Population growth
2. Infrastructure and services
3. Preserving character
4. Economic development
5. Community and youth

Where the Shire should focus its efforts:

Community members said the Shire should focus on the following, to make it an even better place –

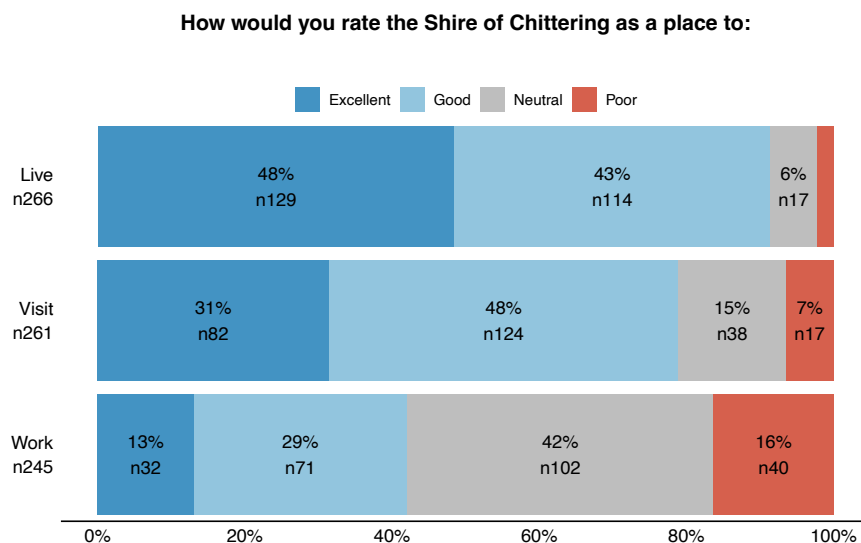
- **Sustainable growth:** responsibly managing population growth and supporting economic development, supported by essential services, while maintaining the Shire's rural lifestyle
- **Local roads, transport and connectivity:** prioritising safe and accessible transport infrastructure that supports both everyday travel and future community needs, including improved maintenance of local roads
- **Health and aged care services:** improving access to health and wellbeing services, including aged care and mental health services, expanded medical services and allied health; includes provision of housing for older people
- **Recreation and community facilities and programs:** improving provision of facilities to support community fitness and wellbeing activities, as well as programs for young people

1.2 Themes by engagement method

Survey

The community loves the Shire's rural lifestyle, space and tranquillity, it's natural environment, strong community spirit and strategic location.

The community of Chittering views the Shire positively, with most residents rating it as an excellent or good place to live and visit. However, perceptions of Chittering as a place to work are more mixed.



Key areas identified for improving Chittering as a place to live, work, and visit include:

- roads and transport
- access to community services, including health and aged care
- economic and tourism development

Other priorities include preserving the Shire's rural character, expanding recreation and youth opportunities, enhancing governance and engagement, providing seniors housing, and ensuring reliable utilities and connectivity.

Pop ups

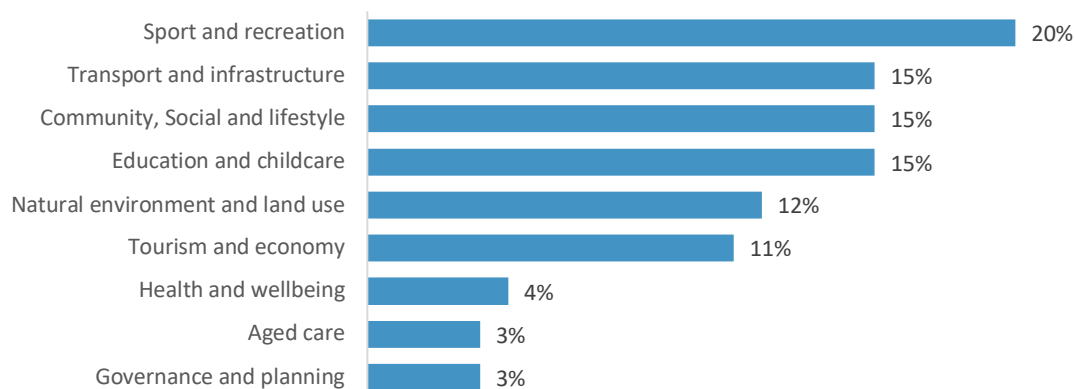
People love the Shire's community and connection, rural lifestyle and peace and quiet. The area's space and freedom and natural environment are also highly valued.

Key areas identified for improvement include:

- recreation and sporting opportunities, particularly for children and young people
- access to education and childcare
- footpath, verge and road maintenance
- enhancing community and lifestyle through social spaces, tourism opportunities and business and employment opportunities

Other priorities include health, aged care and wellbeing services, enhancing the natural environment and improved transport and infrastructure.

Community needs and priorities



Staff workshop

Shire staff feel that the Shire's performance and progress over the period of the current SCP is strong, particularly across governance, communication, environmental protection, community support and economic planning.

Staff identified that the Shire has strong foundations and initiatives in place, but face some challenges in delivery, consistency and managing external constraints.

When planning for the future, some priorities identified include:

- transparent and representative decision making
- stronger community and youth participation in decision making
- sustainable management of growth balanced with environmental protection
- investment in upgrading essential services
- focus on economic and tourism development

Business breakfast workshop

Business representatives identified the Bindoon Bypass, population growth and economic and tourism opportunities as key drivers of long-term economic sustainability. At the same time, concerns were raised about the potential loss of rural character, housing and workforce shortages, water and waste management, and the Shire's capacity to manage growth while securing state and federal investment.

Priorities for the future include:

- Bindoon Bypass and transport connectivity
- housing and accommodation, including short term, seasonal and long term
- staffing and workforce development

- protecting rural amenity and environment while supporting tourism
- economic development and growth

Community workshops

Participants celebrated a strong sense of belonging, volunteerism and pride in their area. They value local:

- people and groups
- places and facilities
- events and traditions

Five key priority areas were identified across the workshops:

- community and lifestyle
- economy, local business and tourism
- infrastructure and services
- environmental preservation
- Council relationships

Youth survey

Young people value the Shire's open space, rural feel and safety.

Young people were concerned about:

- lack of local job opportunities
- insufficient youth engagement
- housing affordability
- risk of over-urbanisation

Priorities for the future included:

- improved sport and recreation opportunities
- more youth events
- more shops
- career development
- mental health initiatives

A detailed report on outcomes from each of the engagement methods is provided from section 4 onwards.

2 Engagement Methodology

Community engagement commenced on 4 August 2025, with the launch of the online survey and promotion of several engagement methods to facilitate participation from a broad cross-section of the Shire of Chittering community. The consultation period concluded on 21 September 2025. The engagement consisted of the following activities.

Engagement activities	Participation
Survey <ul style="list-style-type: none"> Online Available in hard copy at Shire facilities, pop up events and by request. Youth survey 	267 responses <ul style="list-style-type: none"> - 244 online - 23 hard copies 65 responses
4 x pop-up events <ul style="list-style-type: none"> Muchea Recreation Centre, 9 August Muchea Recreation Centre, 17 August Muchea Recreation Centre, 23 August Taste of Chittering, 31 August 	144 attended <ul style="list-style-type: none"> - 20 - 12 - 30 - 82
6 x workshops <ul style="list-style-type: none"> Staff Worksop, 21 Aug Business Breakfast, 29 Aug Muchea, 9 Sept Bindoon, 10 Sept Wannamal, 15 Sept Lower Chittering, 17 Sept 	154 attended <ul style="list-style-type: none"> - 41 - 52 - 12 - 26 - 11 - 12

Total Participation 630 people³. From a statistical point of view and based on a population of 6,000 this represents over 99% confidence, that should the same engagement occur for a different cohort, the same results themes/responses be achieved.

³ Note: this is an aggregated number of participants across all of the engagement methods, not unique contributors.

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3 Participant Demographics

Online Survey

A total of 267 people responded to the survey. Below is a summary of participants' demographic details - the full report is provided in Appendix 1 (page x).

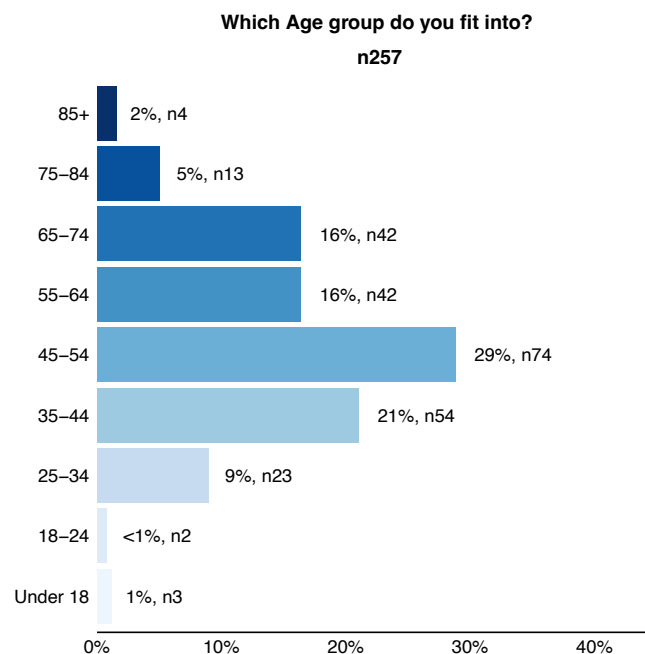
Gender: The majority were female (60%), with 40% male. One participant responded 'other'.

Suburb: The most represented suburbs were Bindoon (34%), Lower Chittering (25%) and Chittering (13%).

Country of birth: 70% were born in Australia.

Cultural identity: 1% (n3) of respondents identify as Aboriginal or Torres Strait Islander. 10% of people speak a language other than English at home.

Tenure: 47% of respondents have lived in the Chittering community for more than 10 years.



Youth Survey

A total of 65 young people completed the youth survey.

Age: 43% were aged 14-15 years, followed by 12-13 years (42%) and 16-18 years (15%).

Schools: Respondents were mainly from Swan Christian College and Immaculate Heart College, with others from Bullsbrook College, Gingin DHS and other schools.

Pop Ups and Workshops

Demographic data wasn't collected at the pop up events or workshops.

4 Survey Findings

4.1 Summary

Services and Life in Chittering

The community of Chittering views the Shire positively, with most residents rating it as an excellent or good place to live and visit. However, perceptions of Chittering as a place to work are more mixed.

Residents value the rural lifestyle, natural environment, space, tranquillity, strong community spirit, and strategic location, which are seen as key strengths alongside managed growth, economic potential, and local amenities.

The main challenges identified for the next 10 years include population growth, infrastructure and services, and preserving the Shire's character. Looking ahead, the community envisions Chittering as a place that maintains its rural atmosphere, provides enhanced local services, supports economic and tourism growth, protects the environment, fosters families and youth, and offers reliable modern infrastructure.

While most services are considered adequate, priorities for improvement include local road maintenance, health and aged care, parks and recreation, youth programs, and community facilities. Overall, residents express a clear desire for sustainable growth that preserves Chittering's unique identity, strengthens community cohesion, and maintains quality of life.

Local Economy, Business & Jobs

The community strongly supports the Shire's role in hosting annual events to..... and sees tourism as an important driver of economic growth. Infrastructure is generally viewed as important for supporting local businesses, particularly power supply, water availability, and road safety. Telecommunications and internet access, while seen as slightly less important, was the area most identified as needing improvement, followed by road safety and condition. In general, people supported local job creation, though one-third of the community were neutral.

Residents highlighted several factors that would increase confidence in starting or investing in a business, including proactive council support, population and customer growth, economic stability, and reduced regulatory red tape. A portion of respondents own or operate a business in Chittering, and their satisfaction with Shire support was generally neutral.

Overall, the findings suggest strong community interest in economic growth and tourism, alongside a clear need for targeted support and infrastructure improvements to encourage business development.

Health & Wellbeing

The community generally expressed neutral sentiment regarding the availability and quality of health and wellbeing services in the Shire, with GP and allied health services reportedly being more available and of a higher quality than other services. Gaps were noted in home care, aged care, disability support, and mental health services, with some residents reporting these services as unavailable locally.

Residents highlighted the need for expanded medical services, including longer clinic hours, emergency care, and improved access to allied health such as physiotherapy, podiatry, occupational therapy, and counselling. There were also calls for aged care and carer support, enhanced emergency services, and greater options for community fitness and wellbeing activities.

Overall, the community strongly supports having health and wellbeing services located within the Shire and values Shire facilities as important for promoting healthy lifestyles across all ages.

Staying Safe & Protecting Our Environment

The community of Chittering generally feels safe during the day and at night. Key safety priorities include bushfire risk management, road safety, and crime prevention. Storm and flood preparedness, cybercrime, and domestic and family violence were of lesser concern. Bushfire preparedness is well communicated, and residents generally know how to reduce risk in their areas.

Environmental resilience is important to the community, with drought preparedness, sustainable water management, and invasive species management all viewed as high priorities. Renewable energy initiatives such as rooftop solar and household batteries receive strong support, while solar farms and wind farms elicit more mixed opinions. Noise is generally not a major concern, though quad bikes and trucks are the most cited sources affecting enjoyment, whereas industrial and aircraft noise are largely not seen as issues.

Housing, Growth & Development

The community holds mixed views on the Shire's Local Planning Strategy and development processes. Just over half agreed that the strategy supports regional development, while a substantial proportion were neutral. Opinions were also divided on the ease of understanding planning and approval processes. Satisfaction with how new housing and lots are being developed locally was largely neutral, with comparable numbers expressing agreement or disagreement.

Residents view most future planning decisions as important, particularly in relation to the preservation of rural amenity and lifestyle, road conditions, and bushfire risk. Essential services such as water, power, and sewerage were also considered important. There was strong support for more age-friendly housing and single dwellings on larger blocks, whereas affordable rental options, tiny homes, and smaller single dwellings received more neutral or negative responses. Overall, the community prioritises planning that protects the Shire's character and provides suitable housing options for its evolving population.

Community Connection & Belonging

The community expressed mixed views on support for young people, with sentiment largely neutral and slightly more agreeing than disagreeing that youth are supported through local programs, events, and facilities. Connection and involvement in the community are considered important, yet just over half feel there are enough opportunities to connect with others. Those seeking more opportunities highlighted the need for accessible community infrastructure, youth engagement, diverse events, improved communication, targeted adult programs, and more equitable geographic distribution of activities.

Investment in programs supporting isolated or older residents is strongly valued. Community facilities, local parks, and recreational areas were generally rated positively. In contrast, a significant proportion of the community disagreed that the Shire should focus on Reconciliation Action, with a significant proportion remaining neutral. Overall, while facilities and programs are largely well-regarded, there is a clear desire for more inclusive, diverse, and accessible opportunities to strengthen community connection across all age groups.

Roads, Transport, Pathways & Footpaths

The community considers traffic management and footpaths as the most important transport infrastructure, followed by shared-use paths and public transport. Support for dedicated cycle lanes is lower, with opinions more divided. Residents also strongly agree on the importance of the Shire advocating for increased school transport options to meet future demand. Overall, the feedback highlights a clear priority on safe and accessible transport infrastructure that supports both everyday travel and future community needs.

Having Your Say & Council Decisions

The community expressed mixed views on the Shire's decision-making and communication, with some residents feeling their views are considered and informed about major decisions, while others were neutral or disagreed. Residents prefer to engage through online surveys, community workshops, drop-in sessions, and focus groups, and to receive information via email, social media, newsletters, and the Shire website.

4.2 Methodology

Quantitative Data. The data was analysed using summary statistics, including the frequency and percentage of responses. For each question, percentages were calculated based on the proportion of respondents who provided a response. Percentages are rounded to the nearest whole number, and as a result, the totals may slightly exceed 100%.

Qualitative Data. The data was analysed using thematic analysis, an iterative process for identifying emerging themes from community responses. The initial step involved reading all community responses to gain a general understanding of the range of perspectives expressed across individuals in the community. From this initial review, a preliminary set of key themes are outlined. The themes were reviewed alongside the responses and refined to ensure they adequately represented the breadth and frequency of responses. The themes were given succinct titles that convey the essence of each theme. Each community member's response was then tagged with relevant themes⁴.

Response tagging was supported using the Large Language Model (LLM) Google Gemini. While LLMs can introduce errors during analysis, additional validation steps were implemented to mitigate this risk as much as possible. As part of the validation process, responses were tagged individually to ensure that all data was accounted for.

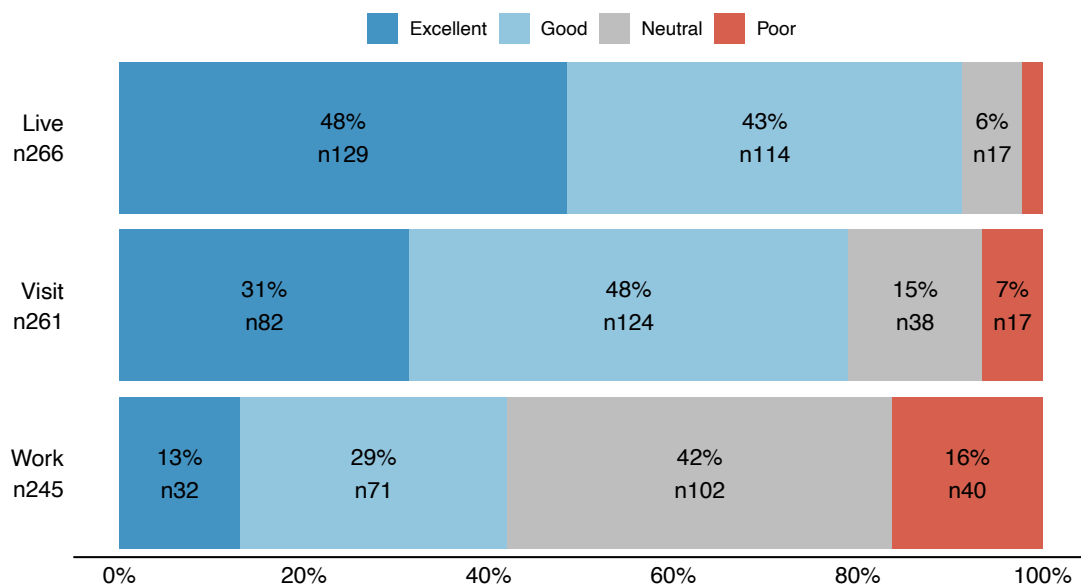
⁴ Note: A comment could be tagged with multiple themes, as such the frequency count is the number of times that theme was referenced and a percentage score of the total number of comments is not provided.

4.3 Services and life in Chittering

Most respondents view the Shire of Chittering very positively as a place to live, with 91% rating it excellent or good and nearly half (48%) rating it excellent. Visiting the Shire is also seen favourably, with 79% giving it excellent or good ratings, though fewer considered it excellent (31%). In contrast, perceptions of Chittering as a place to work are more mixed, with 42% rating it excellent or good, 42% being neutral, and 16% rating it as poor.

Overall, living in Chittering is seen very positively, visiting is viewed favourably, but there is more mixed sentiment about it as a place to work.

How would you rate the Shire of Chittering as a place to:



The community was asked to describe what they love most about the Shire. Overall, five key themes emerged. The top three reasons for loving the Shire were the **rural lifestyle and atmosphere** (n184), its **natural environment and scenery** (n109) and the **space and tranquillity** (n98).

Rural Lifestyle & Atmosphere (n184): This theme reflects the community's appreciation for the peaceful, quiet, and relaxed country lifestyle. It includes the benefits of open spaces, large properties, privacy, and a slower pace of life away from urban congestion.

Natural Environment & Scenery (n109): This theme captures the value placed on the Shire's natural beauty. It encompasses the scenic landscapes, rolling hills, bushland, native flora and fauna, trees, and the overall pristine environment.

Strategic Location (n62): This theme focuses on the Shire's ideal location, which offers a rural setting while being conveniently close to Perth. Residents value the ability to enjoy a country lifestyle with easy access to city amenities, services, and employment.

Community & People (n60): This theme highlights the strong sense of community and connection among residents. It includes the friendliness of the people, supportive neighbours, community groups, and local events that bring people together.

Local Amenities & Services (n32): This theme represents the appreciation for local services, facilities, and governance. It includes mentions of local shops, schools, community groups, events, and the responsiveness and helpfulness of the Shire staff.

When asked what is Chittering's biggest strength that will help us thrive in the future, six key themes emerged. The most common strength was Chittering's **rural character** (n121) and **managed growth** (n82). The remaining four themes had comparable frequencies and were related to the Shire's **economic potential** (n73) given its **strategic location** (n74), the **natural environment** (n67) and **community spirit** (n64).

Rural Character (n121): The community highly values the 'country feel,' characterized by open spaces, large properties, and low population density, and wishes to preserve this lifestyle from suburban sprawl.

Managed Growth (n82): The availability of land and potential for strategic development in business, housing, and infrastructure is seen as a strength, provided it is managed sustainably to protect the Shire's character.

Strategic Location (n74): A key strength is the Shire's proximity to the Perth metropolitan area, offering the convenience of city access while maintaining a separate and distinct rural identity.

Economic Potential (n73): The opportunity to build a thriving local economy based on tourism, agriculture, local produce, and unique attractions that draw visitors and create local employment.

Natural Environment (n67): The natural beauty of the landscape, including bushland, wildlife, and scenic views, is considered a fundamental asset for residents' quality of life and as a drawcard for tourism.

Community Spirit (n64): A strong sense of community, demonstrated through local events, volunteerism, and mutual support, is seen as a vital social foundation for the future.

Following from the Shire's strengths, the community was asked what the biggest challenges are that Chittering will face in the next 10 years. From the responses, eight key themes emerged. The top three challenges are **population growth** (n155), **infrastructure and services** (n110) and **preserving character** (n86).

Population Growth (n155): Concerns related to the increasing number of residents, urban sprawl from Perth, and the pressure for new housing developments and subdivisions.

Infrastructure & Services (n110): Concerns about the inadequacy of essential services and infrastructure, such as roads, water supply, healthcare, schools, and public transport to support the growing community.

Preserving Character (n86): The challenge of balancing development with the preservation of the Shire's unique rural atmosphere, natural landscapes, and country lifestyle against becoming a generic suburb.

Economic Development (n69): Challenges related to fostering a sustainable local economy, including creating local employment opportunities, supporting businesses, promoting tourism, and managing the economic impact of the highway bypass.

Community & Youth (n56): Concerns about maintaining social cohesion and community spirit, and providing sufficient facilities, activities, and opportunities for young people and families.

Governance & Finance (n50): Issues concerning the Shire's financial sustainability, planning processes, and ability to manage growth effectively while being responsive to community needs.

Housing & Aged Care (n42): The challenge of providing sufficient and appropriate housing, with a particular focus on affordable options and dedicated accommodation for the aging population.

Environmental Protection (n35): Issues related to protecting the natural environment, including managing water resources, preserving native vegetation and wildlife, preventing land degradation, and mitigating bushfire risks.

The community was asked how they would like to describe what it will be like to live, work, and visit the Shire in 10 years' time. From the responses, seven key themes emerged which largely address the biggest challenges described by the community. The themes are phrased below in terms of the vision the community has for the Shire.

The top three most common descriptions were **preserving rural character** (n149), **improved local services** (n108) and **economic and tourism growth** (n95). The four remaining descriptions related to the Shire's sense of community, environment and infrastructure.

The community envisions Chittering as a place with the following attributes.

Preserving Rural Character (n149): A place that provides a peaceful, country atmosphere with open spaces, large properties, and a slow-paced lifestyle, free from overdevelopment and suburban sprawl.

Enhanced Local Services (n108): Where residents enjoy convenient access to schools, healthcare, shops, aged care, and recreational amenities like parks and a swimming pool.

Economic & Tourism Growth (n95): A place that thrives economically, with diverse job opportunities, flourishing small businesses, and tourism attractions that showcase Chittering's unique character.

Strong Community Spirit (n56): A safe, friendly, and supportive community where residents feel connected and share a strong sense of belonging.

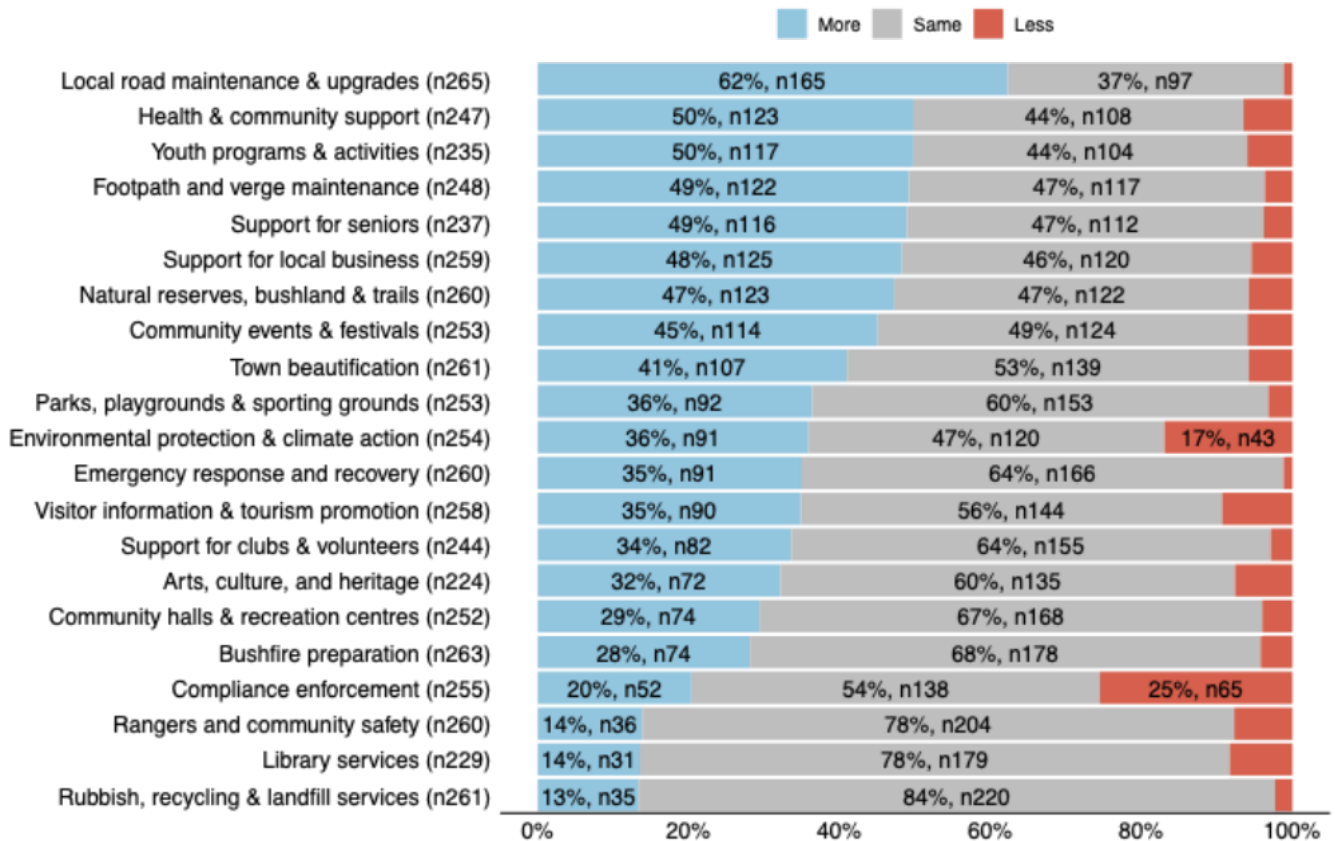
Environmental Conservation (n54): Where natural assets, including native bushland, wildlife habitats, and scenic landscapes, are protected and cherished through sustainable practices.

Family & Youth Focus (n51): Where families and young people are well supported with sporting facilities, playgrounds, activities, and excellent schooling options, including a local high school.

Improved Infrastructure (n45): A place that has reliable, modern infrastructure, from well-maintained roads and strong internet to public transport and walking/cycling paths, that supports daily life and connection.

The community was asked for their thoughts on the level of services provided by the Shire. Respondents were asked whether they wanted more, the same, or less across a range of services.

**The Shire delivers a range of services to the community.
What are your thoughts on the level of service provided
by the Shire (quantity or quality of a service) in the
following areas.**



In general, close to 50% or more residents preferred the current level of services to remain the same, though for some services, a significant proportion also expressed a desire for increased service delivery. Compared to other services, some of the community wanted a lower level of service for environmental protection and climate action (17%) and less compliance enforcement (25%).

Local road maintenance and upgrades emerged as the strongest area of demand, with 62% of respondents calling for a greater level of service in this area. Other areas with high demand for increased service levels included:

- Health and community support (50%)
- Youth programs and activities (50%)
- Footpath and verge maintenance (49%)
- Support for seniors (49%)
- Support for local business (48%)
- Natural reserves, bushland and trails (47%)
- Community events & festivals (45%)

Services where most people were content to maintain current levels included:

- Bushfire preparation (68%)
- Community halls & recreation centres (67%)
- Support for clubs & volunteers (64%)
- Emergency response and recovery (64%)
- Parks, playgrounds, and sporting grounds (60%)
- Arts, culture & heritage (60%)

Some areas had relatively low demand for more services, suggesting satisfaction with current provision. These included:

- Library services (14% more, 78% same)
- Rubbish, recycling & landfill services (13% more, 84% same)
- Rangers and community safety (14% more, 78% same)
- Compliance enforcement (20% more, 54% same)

This indicates that while infrastructure-related services such as roads and footpaths, and community support programs are priorities for expansion, core essential services like waste management, libraries, and safety are largely seen as already being adequate.

The community was also asked if there are any other services not listed that they would like to see delivered. There were nine key themes reflecting other requested services. The most common responses related to **youth and recreation** (n17) and **community facilities** (n16).

Youth & Recreation (n17): A need for more facilities and programs for young people and general community recreation, including skate parks, sports courts, trails for cycling and horses, and leisure centres.

Community Facilities (n16): Requests for the development and enhancement of public spaces and amenities such as fenced dog parks, upgraded playgrounds, community centres, and town beautification projects.

Economic Development (n11): A desire for the Shire to foster local economic growth by attracting new businesses like shops and restaurants, supporting local enterprises, and actively promoting tourism.

Health & Community Services (n10): The need for essential services such as childcare, disability support programs, veterinary services for large and small animals, and social housing to support community wellbeing.

Shire Governance (n8): Feedback on the Shire's operations, calling for improved communication with the public, better responsiveness to ratepayer needs, and fiscal responsibility.

Seniors Services (n7): A focus on providing better support and services for the senior community, including aged care facilities, exercise programs, independent living options, and social connection initiatives.

Environmental Protection (n7): A call for increased focus on protecting the local environment, including flora and fauna, managing roadside weeds, preventing dieback, and preserving scenic landscapes.

Infrastructure & Transport (n6): Concerns regarding essential infrastructure, including road maintenance, the need for public transport options like a bus service, and safe cycling facilities.

Public Safety (n2): A need for improved community safety through measures like increased police presence, traffic calming for speeding, and support for emergency services like the bushfire brigade.

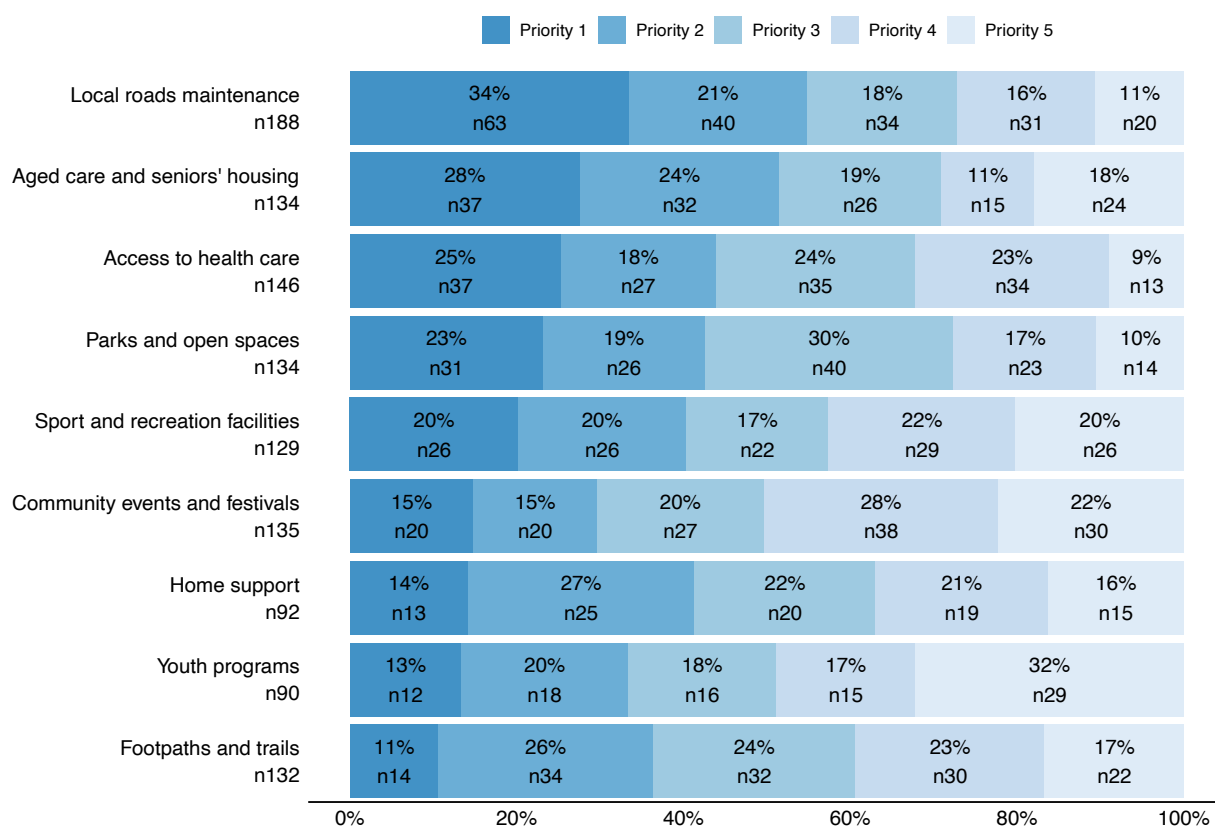
The community was asked which services should be prioritised if tough decisions need to be made. Respondents ranked each service, where 'Priority 1' reflects the highest priority. The following graph shows the breakdown of the frequency of priority ratings for each service. To assist with the interpretation of the results, mean scores are provided in the summary below, where a larger value indicates a higher priority.

Local roads maintenance was the strongest priority overall (mean=3.51), with the highest share of respondents ranking it Priority 1 (34%). This was closely followed by aged care and seniors' housing (3.32), access to health care (3.28) and parks and open spaces (3.28).

There was medium-level priority towards home support (3.02), sport and recreation facilities (2.98), footpaths and trails (2.91).

Lesser prioritised services included community events and festivals (2.72) and youth programs (2.66).

Some services cost more to deliver and directly impact your rates. Which services you think should be prioritised if tough decisions need to be made?



The community was further asked which other services should be priorities that were not listed above. Ten other services were listed, though the frequency of these services being mentioned were relatively low. The most common services mentioned were **health and wellbeing** (n11), **infrastructure and transport** (n11) and **recreation and facilities** (n11).

Health & Wellbeing (n11): A focus on the importance of and access to services for health, aged care, and home support for residents.

Infrastructure & Transport (n11): Concerns regarding the maintenance of local roads, the need for public transport, and the development of footpaths and trails.

Recreation & Facilities (n11): Requests for new or improved community facilities for sport and recreation, such as swimming pools, gyms, and parks.

Youth & Education (n9): The importance of providing services and facilities for young people, including youth programs and schools.

Arts & Culture (n9): Suggestions related to enhancing the town's character through arts, culture, heritage, conservation, and library services.

Environmental Conservation (n8): A strong desire to protect and maintain natural areas, including bushland, wetlands, and wildlife habitats.

Survey Feedback (n6): Comments on the survey's technical usability and the difficulty of prioritising services, with some respondents feeling all services are important.

Community Safety (n5): The need for effective emergency services, particularly bushfire brigades, as well as ranger services and road safety measures.

Local Economy (n4): A desire for the Shire to support local businesses and focus on economic development and town planning.

Waste Management (n2): Comments related to the importance of rubbish collection, recycling services, and the management of landfill sites.

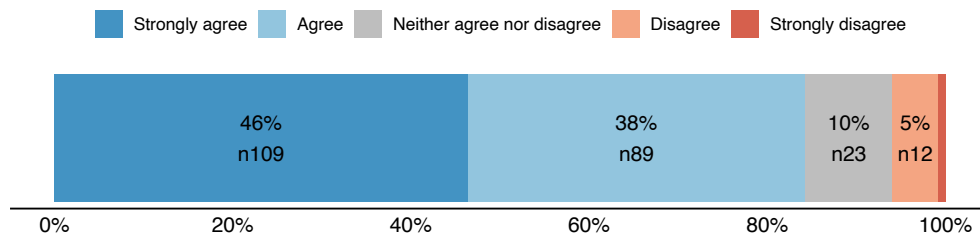
4.4 Local economy, business and jobs

The majority of the community (84%) agreed to some extent that the Shire should continue to host annual events, and close to 50% strongly agreed (top graph). In contrast, 6% disagreed to some extent.

Similarly, 84% also strongly agreed or agreed that increasing tourism is an important way to grow the Shire's economy (bottom graph).

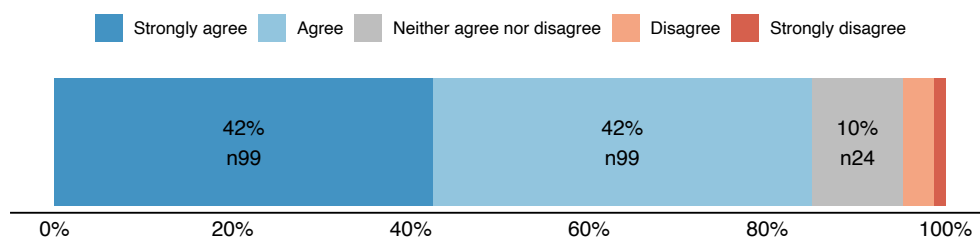
Events help raise Chittering's profile, bring people together, and attract visitors. I think the Shire should host annual events.

n235



Increasing tourism to the region is an important way to grow our economy.

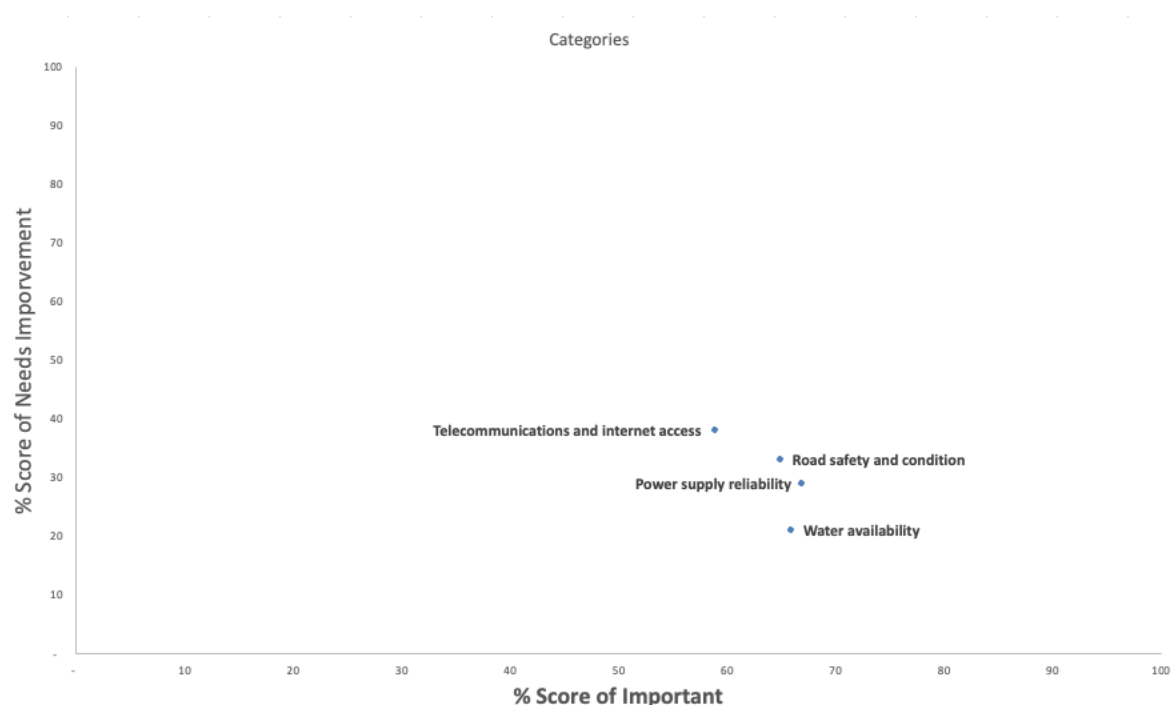
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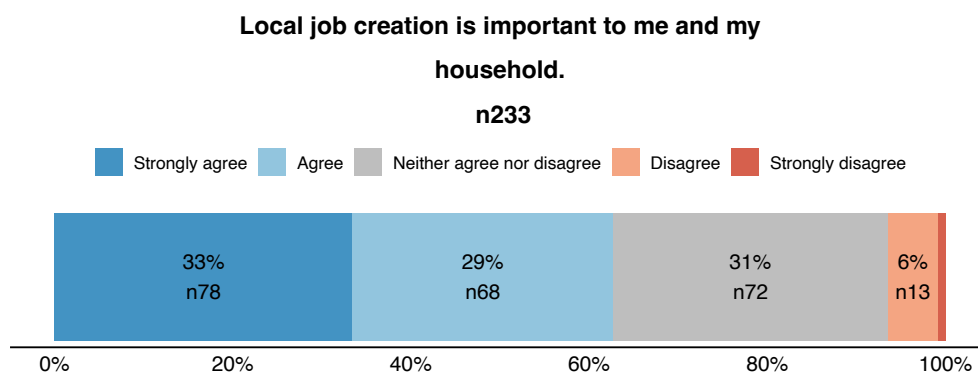
The community was asked which infrastructure areas are important to support local business, and which ones need improvement. A strong majority rated most infrastructure as important, including power supply reliability, water availability and road safety.

While **telecommunications and internet access** was also seen as important, it scored lowest among the options. Despite this, it was identified as the area most in **need of improvement (38%)**, followed by road safety and condition at 33%.

Overall, the trend suggests that there is a slight inverse relationship between the importance of the infrastructure and the need for improvement.



There were mixed opinions about the perceived importance of creating local jobs. In general, 62% of people agreed to some extent. However, there was a near-even split between people who strongly agree, agree and are neutral. In contrast, 7% disagreed to some extent.



The community was asked what would give them more confidence to start or invest in a business in Chittering. Nine key themes emerged from the open-ended responses. **Proactive council support** (n43) was the most common theme. Other common themes were **population and customer growth** (n32), **economic stability** (n29) and **reduced red tape** (n27).

Proactive Council Support (n43): A desire for the Shire to provide active assistance, backing, clear guidance, and a collaborative partnership to help businesses succeed.

Population & Customer Growth (n32): The need for an increased residential population and a larger, more reliable customer base to ensure business viability.

Economic Stability (n29): A desire for a stable local economy, demonstrated by the retention of essential services like banks and the success of existing businesses.

Reduced Red Tape (n27): A need for simplified regulations, streamlined approval processes, and less paperwork to make it easier and faster to start and operate a business.

Community Support (n16): The importance of local residents actively supporting, promoting, and spending money at local businesses to ensure their viability.

Financial Incentives (n14): A call for financial support mechanisms such as grants, subsidies, and educational workshops to help with start-up costs and business investment.

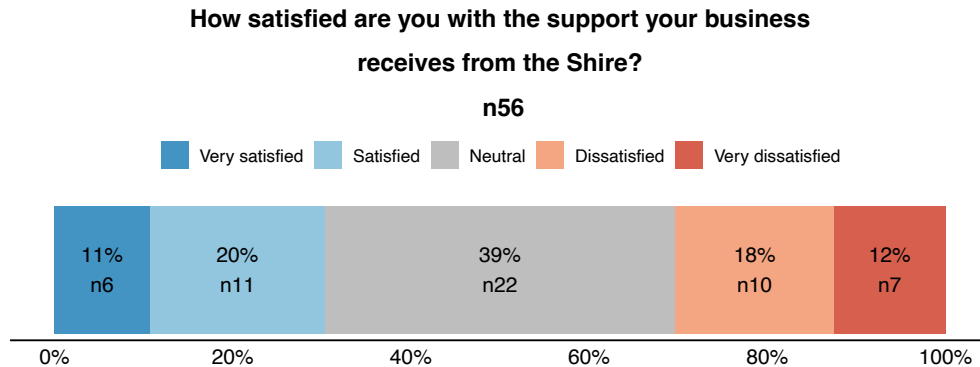
Commercial Land & Space (n14): The need for more available and accessible commercial or industrial land, buildings, and retail spaces for businesses to operate from.

Tourism Growth (n13): A focus on developing and promoting the tourism sector to bring more visitors, customers, and economic activity to the area.

Improved Infrastructure (n10): The necessity for better and more reliable essential services, including internet, power, roads, and utilities, to support business operations.

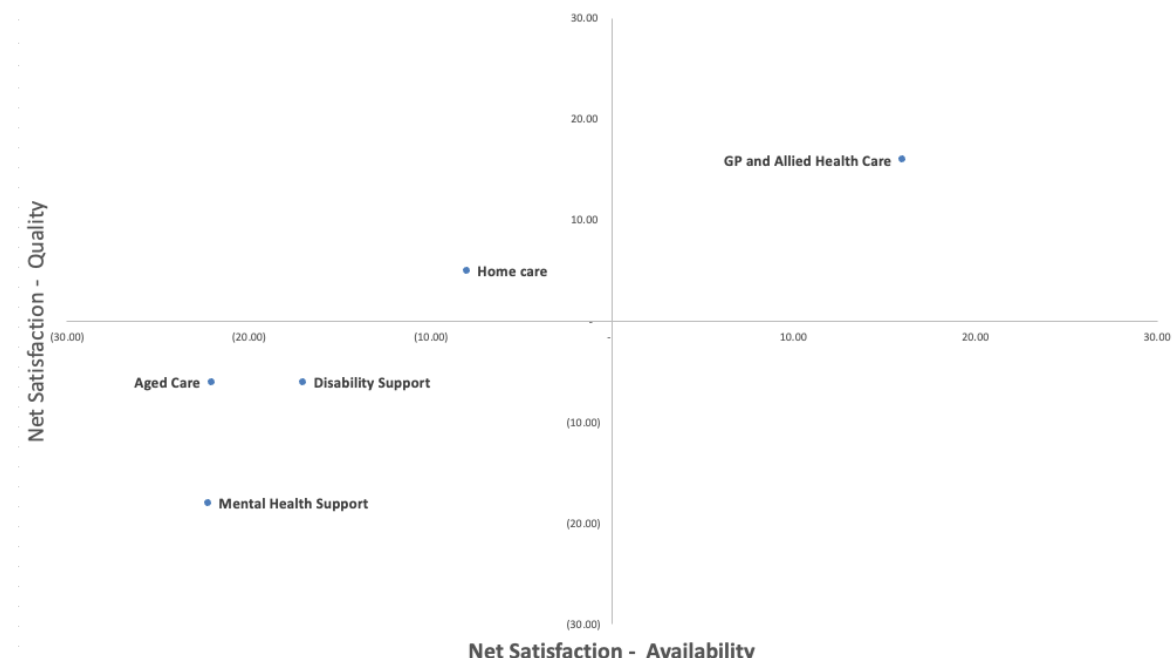
One quarter (25%, n59) of respondents said that they own or operate a business in Chittering. These business owners/operators were asked about their level of satisfaction with the support their

business receives from the shire. There were split views between those who were satisfied to some extent (31%) and those dissatisfied to some extent (30%). The most common response was a neutral sentiment (39%).



4.5 Health and wellbeing

Overall, the community indicated the highest level of satisfaction with GP and Allied Health Care services, being the most available and highest quality. In comparison Aged Care, Disability Support and Mental Health Support were all rated poorly in terms of both availability and quality. In general, the rating towards the availability of services was closely aligned with the perceived quality. Additionally, 8% or more of the community said that home care, aged care, disability support and mental health support are not available in Chittering.⁵



⁵ The Net Satisfaction Score is calculated by subtracting the percentage of dissatisfied respondents (Poor + Very Poor + Not Available) from the percentage of satisfied respondents (Excellent + Good), divided by the total number of respondents, yielding a score ranging from -100% to +100%.

When asked what other health and support services are needed, the community suggested the following. Note that the other services also include the reasoning provided by residents. Overall, there were n21 responses provided.

1. Medical Clinics and Care

- GP clinic only open limited hours (Mon–Fri, 8:30–4).
- Long wait times or difficulty getting appointments locally; many go to Bullsbrook or Ellenbrook.
- Calls for 24-hour services, emergency care, and longer clinic hours.

2. Allied Health Gaps

- High demand for physiotherapy, podiatry, occupational therapy, and counselling.
- Need for hydrotherapy, natural therapies, and exercise/well-being programs (yoga, Pilates, walking groups).
- Allied health services seen as infrequent and insufficient.

3. Aged Care & Carer Support

- Concerns about future demand for aged care, residential units, and supported living.
- Current aged care and personal care support is small and risks being outstripped by demand.
- Calls for respite care, carer support, and youth support services.

4. Emergency & Paramedic Services

- Reports of long ambulance response times (e.g., one-hour wait from Gingin).
- Suggestion for paid paramedics and an additional ambulance in Bindoon.

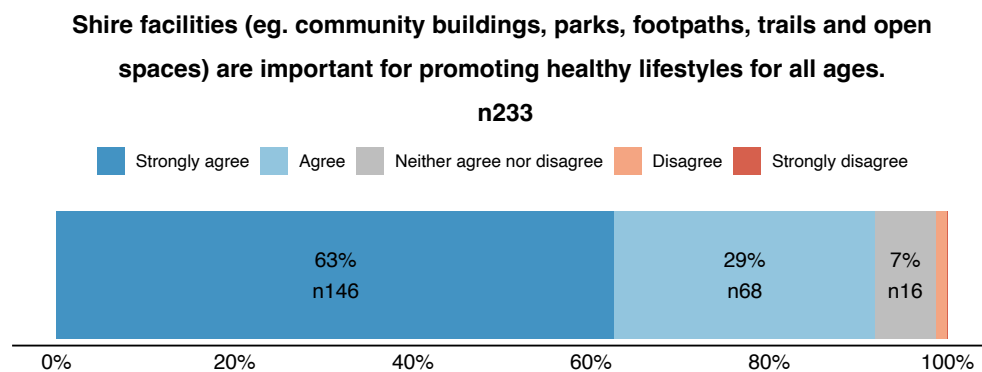
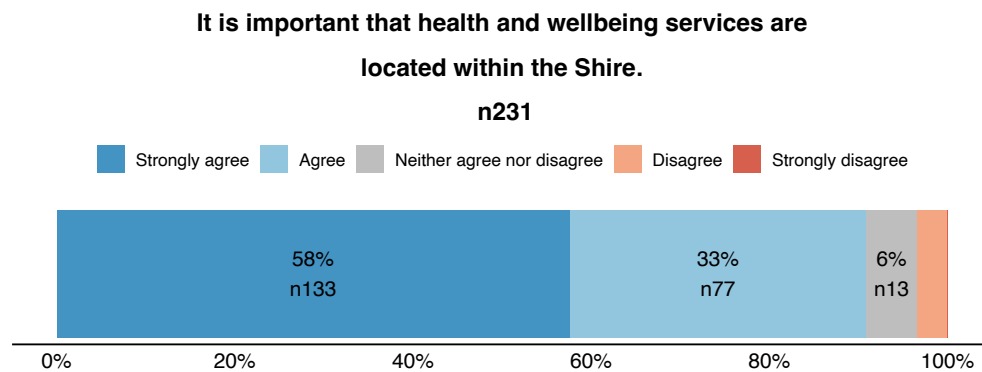
5. Community & Fitness Services

- Interest in a local gym/fitness centre and more options for physical well-being activities.

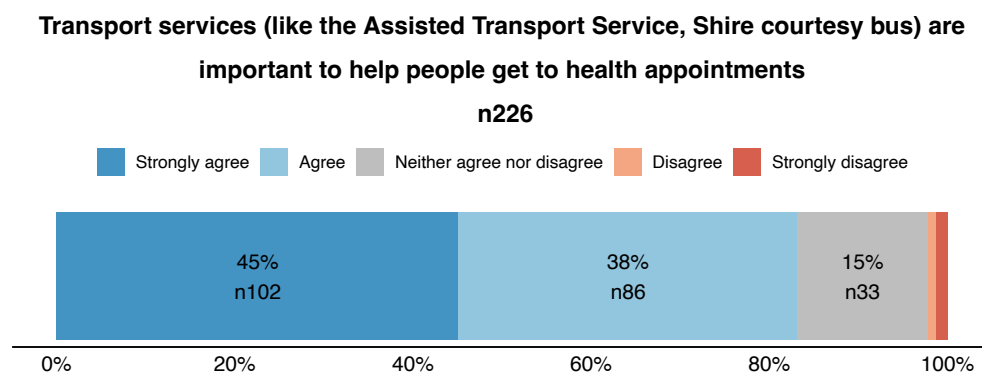
6. Other Services Mentioned

- Veterinary services.
- Stability of doctors and nurses (concern about high turnover).
- Some residents report not needing or not using services, but still note gaps for those who do.

The community agreed that it is important that health and wellbeing services are located within the Shire (top graph) and that Shire Facilities are important for promoting healthy lifestyles for all ages. Over 50% of the community strongly agreed with both statements.

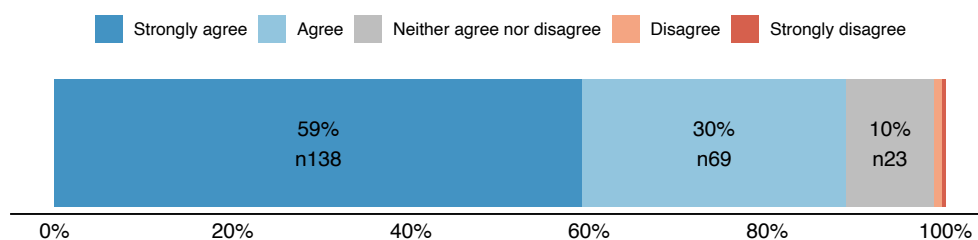


The community also agreed that transport services are important to help people get to health appointments (top graph), and that it is important for older people to have access to services and facilities that support their independent living (bottom graph)



It is important for older people to have access to age-friendly services and facilities that support them to live independently.

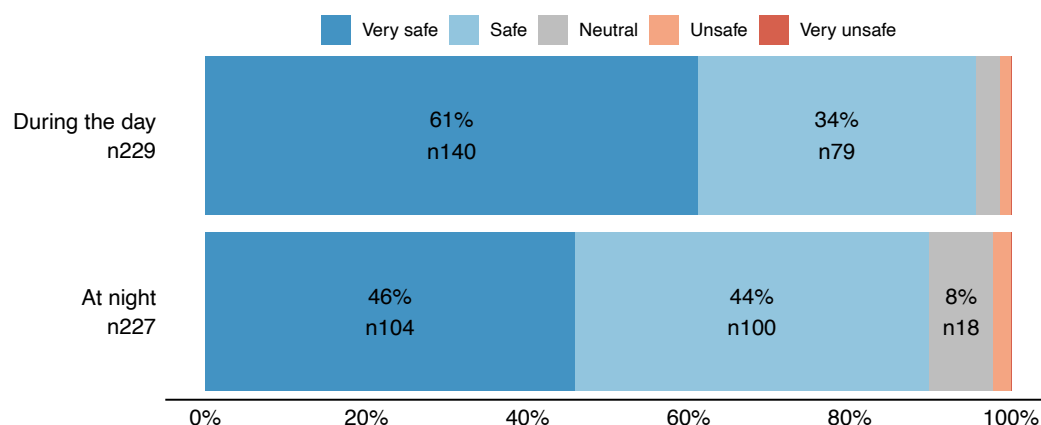
n233



4.6 Staying safe and protecting our environment

Overall, the community felt safe during the day and night. The perceived safety was higher during the day compared to at night, with 61% and 46% reporting feeling very safe, respectively.

How safe do you feel in your neighbourhood?

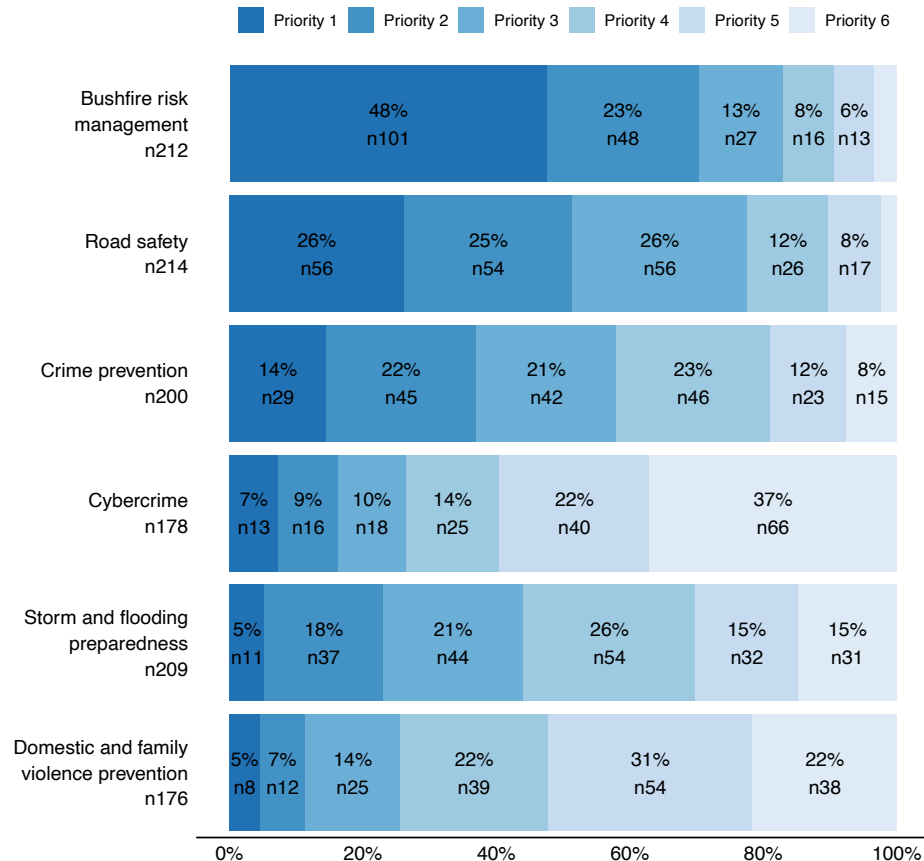


The community was asked to rank which safety issues are highest priority to them. Respondents ranked each safety issue, where 'Priority 1' reflects the highest priority. The following graph shows the breakdown of the frequency of priority ratings for each safety issue. To assist with the interpretation of the results, mean scores are provided in the summary below, where a larger value indicated a higher priority.

The community were asked to rank safety issues in terms of their level of concern where 'Priority 1' reflects the highest priority. The mean scores are provided below, where a larger value indicated a higher priority.

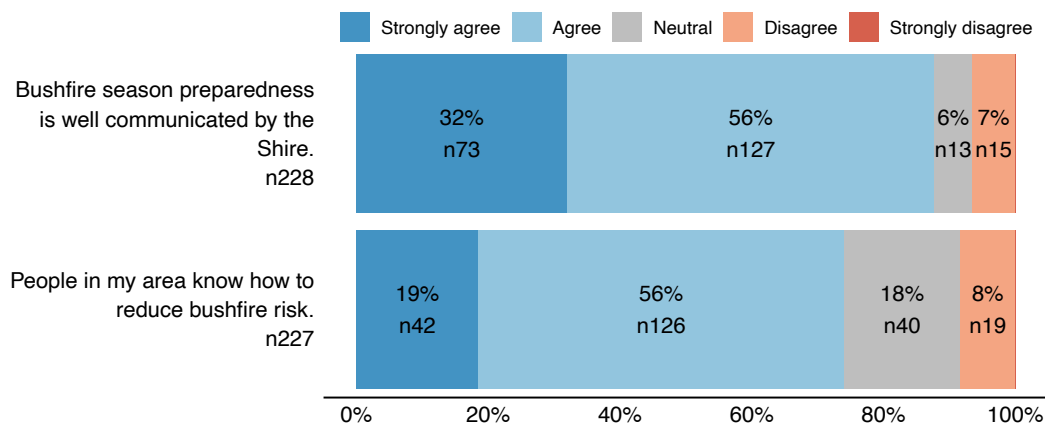
Bushfire risk management was clearly the highest priority (mean=4.01), followed by road safety (3.51) and crime prevention (3.06). Storm and flooding preparedness (2.67) and cybercrime (2.44) were of lesser concern, and domestic and family violence prevention had a notably lower level of concern (2.14).

What safety issues are of most concern to you?



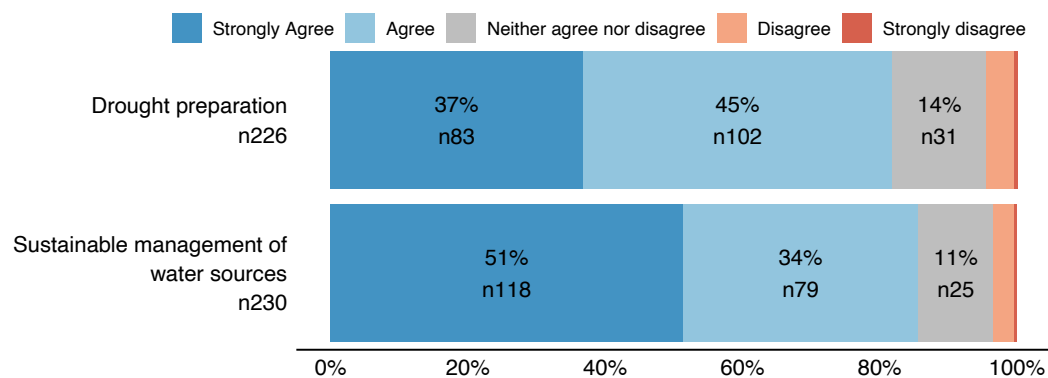
The community agrees that Bushfire season preparedness is well communicated by the Shire. Most of the community agreed that people in their area know how to reduce bushfire risk, however, the sentiment was less positive, with 18% of neutral responses.

How much do you agree with the following statements



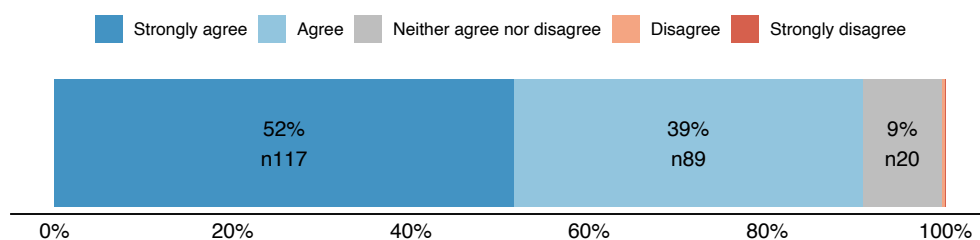
Both drought preparation and sustainable water management are seen as high priorities for supporting future population growth, with sustainable water management receiving a slightly higher endorsement. Disagreement levels were very low for both practices.

The following practices are a priority to allow for future population growth:



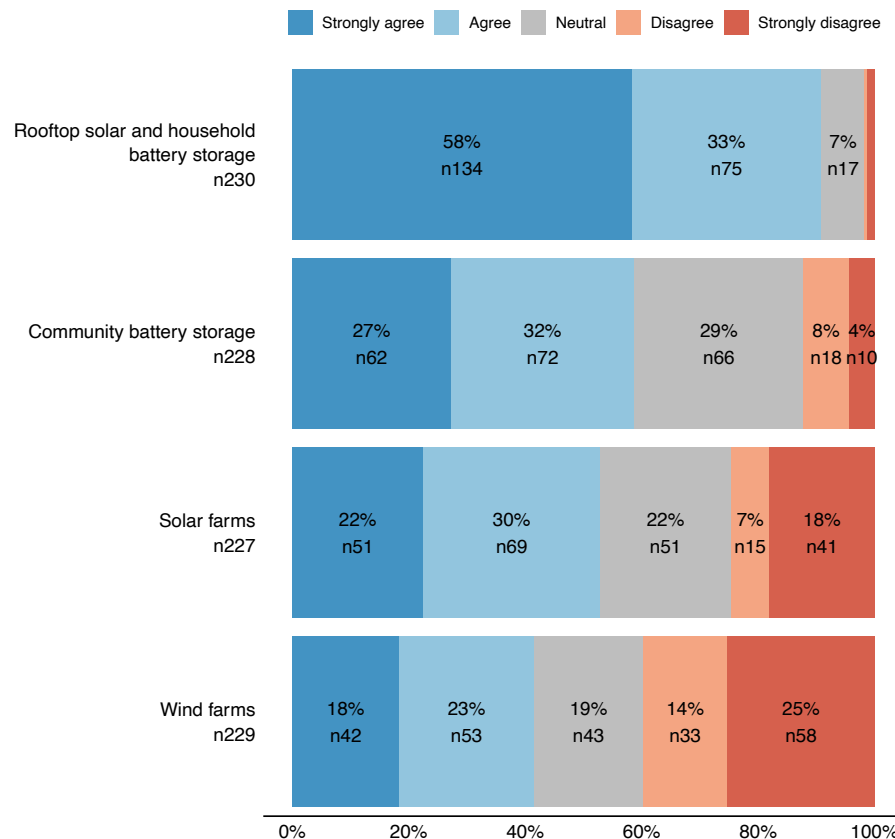
The community agreed that managing invasive species is important to protect the environment.

Managing invasive species (e.g. weeds, pests) is important to protect the environment
n227



Rooftop solar and household batteries were the most supported renewable energy initiative, followed by community battery storage, and solar farms. However, solar farms had a relatively high frequency of people who strongly disagree. There were more mixed opinions about wind farms, with a close split between levels of support and opposition.

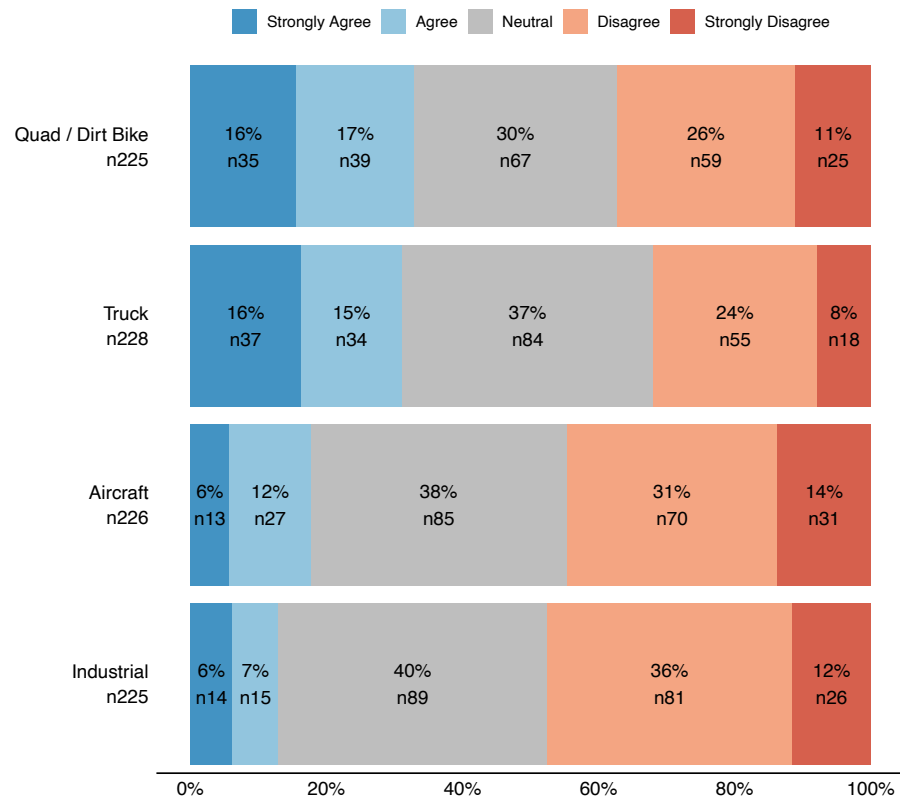
I support the following renewable energy initiatives:



Most respondents were either neutral or disagreed about sources of noise affecting their enjoyment of living in the Shire. Quad/dirt bikes and trucks were the most frequently reported noise concerns, with around one-third agreeing they affect enjoyment (33% and 31% respectively). Aircraft and industrial noise were less of a concern, with fewer than 20% agreeing they have a negative impact.

Notably, disagreement was highest for industrial (48%) and aircraft noise (45%), suggesting that these sources are generally not perceived as a major issue for most residents.

The following sources of noise affects my enjoyment of
living in the Shire:

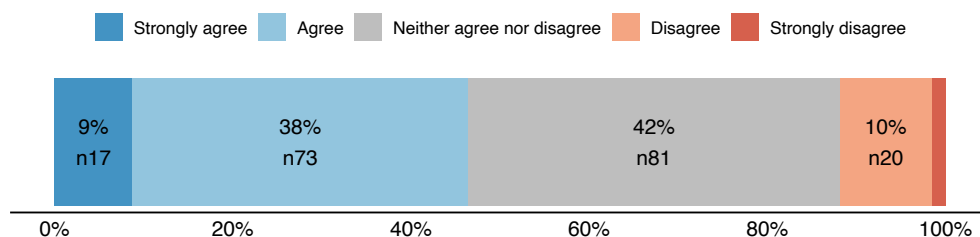


4.7 Housing, growth and development

There were mixed views on whether the Shire's Local Planning Strategy supports regional development (top graph). While 52% of the community agreed to some extent, 42% were neutral and 11% disagreed to some extent. There were also mixed views on how easy it is to understand planning and approval processes (bottom graph). More people disagreed to some extent (37%) compared to those who agreed (31%) or were neutral (32%).

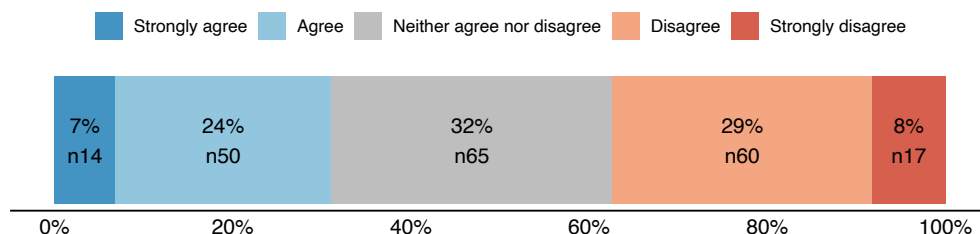
The Shire's Local Planning Strategy supports regional development.

n194



It is easy to understand planning and approvals processes in Chittering.

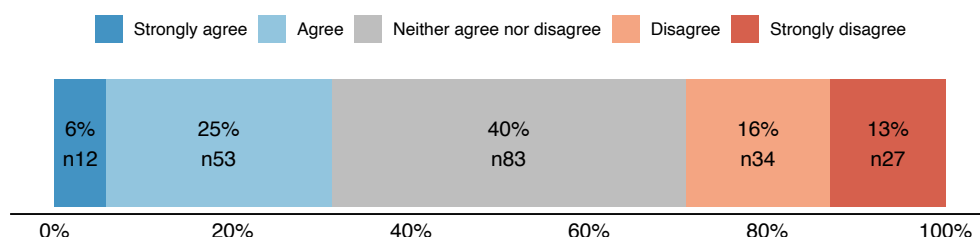
n206



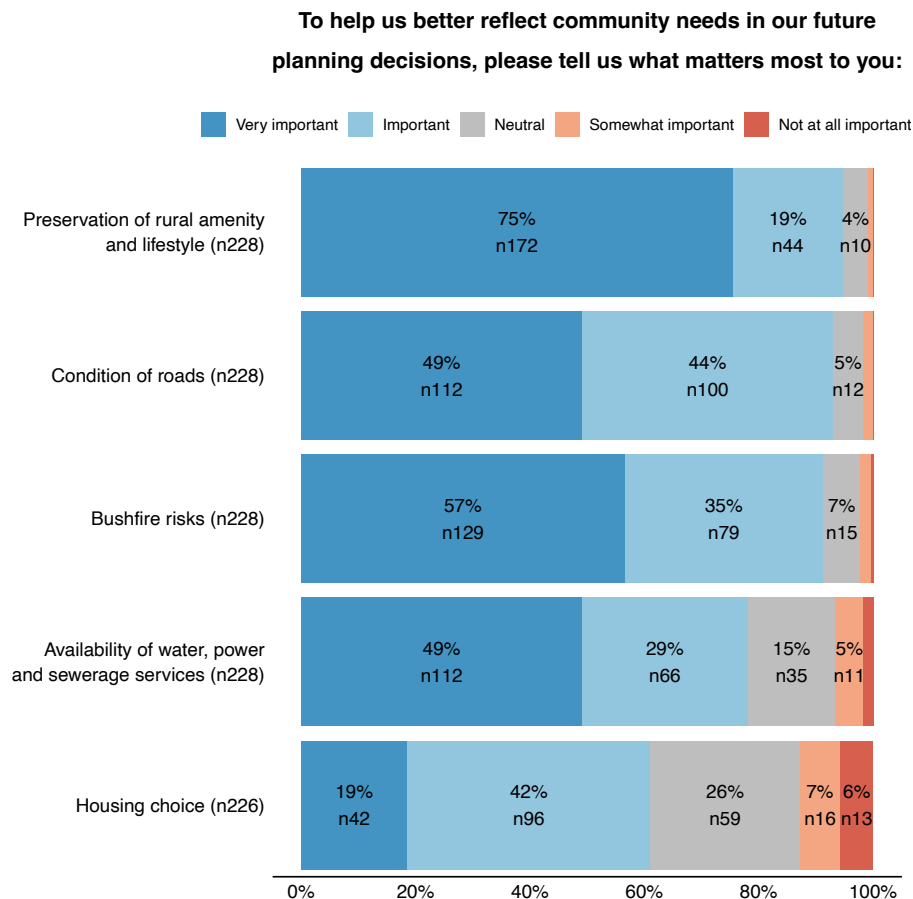
Most community members were neutral (40%) about their satisfaction with how new housing and lots are being developed in their neighbourhood. The proportions of those who agreed (31%) and those who disagreed (29%) were comparable.

I am satisfied with the way new housing and lots are being developed in my neighbourhood:

n209

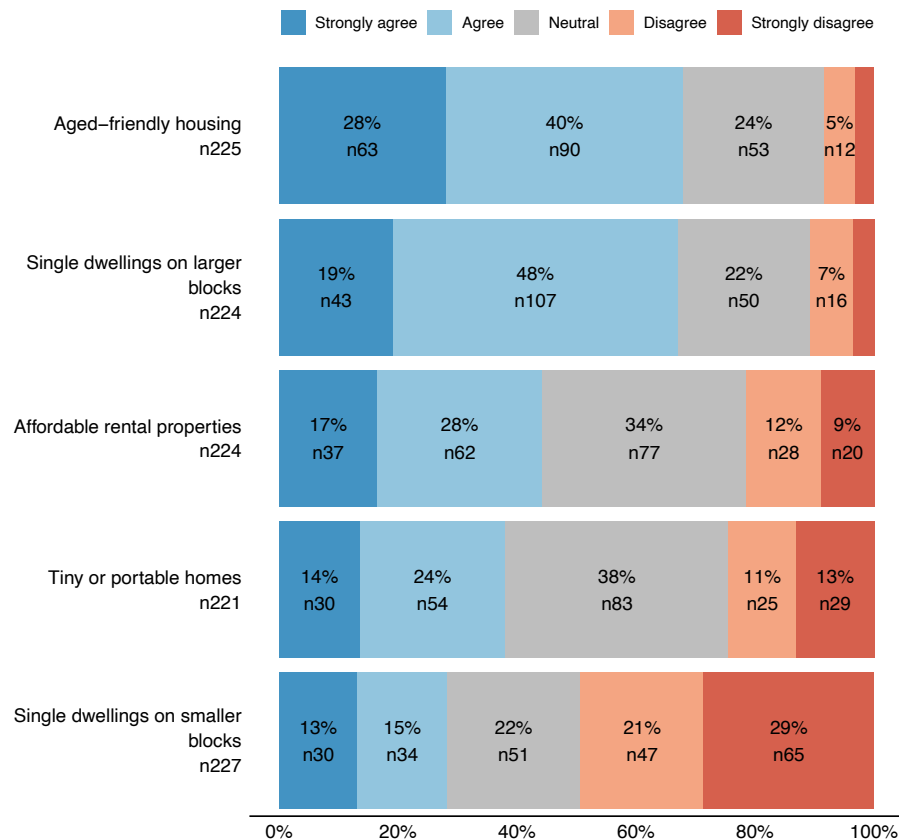


The community felt that most future planning decisions are important and reflect community needs. Preservation of rural amenity and lifestyle, road conditions, and bushfire risk were rated as important by 92–94% of respondents. The availability of water, power, and sewerage was also considered important (78%). Housing choice was generally viewed as important as well (61%), although this was notably lower compared to other planning priorities.



Over half of the community agreed that Chittering needs more age-friendly housing (68%) and single dwellings on larger blocks (67%). There was less perceived need for affordable rental properties or tiny/portable homes, with more respondents remaining neutral than agreeing on the need for these housing types. Single dwellings on smaller blocks received the most negative response, with 50% disagreeing and 22% remaining neutral.

What types of housing does Chittering need more of?

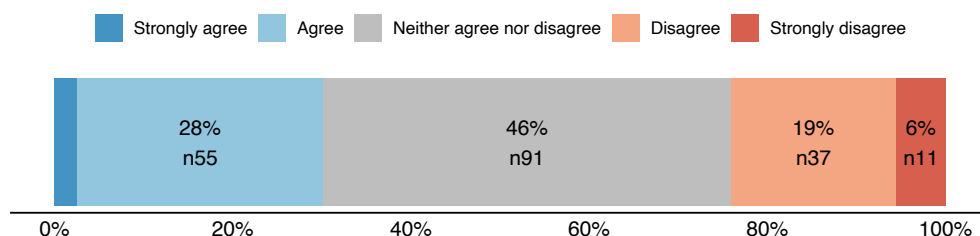


4.8 Community connection and belonging

Most of the community had neutral sentiment towards feeling that young people are supported through local programs, events and facilities. Slightly more people agreed (29%) that there is support compared to people who disagreed (25%).

Young people are well supported through local programs, events and facilities in Chittering.

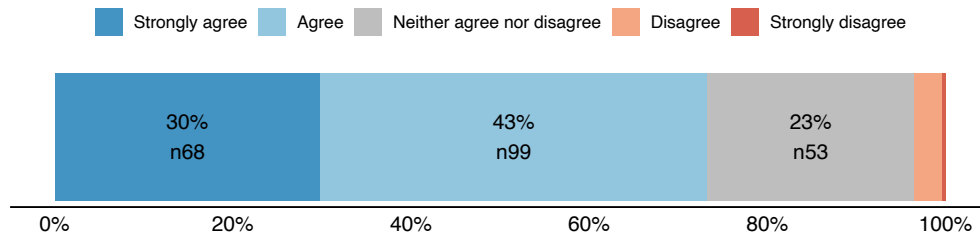
n199



Most of the community agreed (73%) that connection and involvement in the community is important to them, while 23% were neutral (top graph). However, just over half 57% of the community felt that they have enough opportunities to connect with others in the community, 28% were neutral, and 15% disagreed (bottom graph).

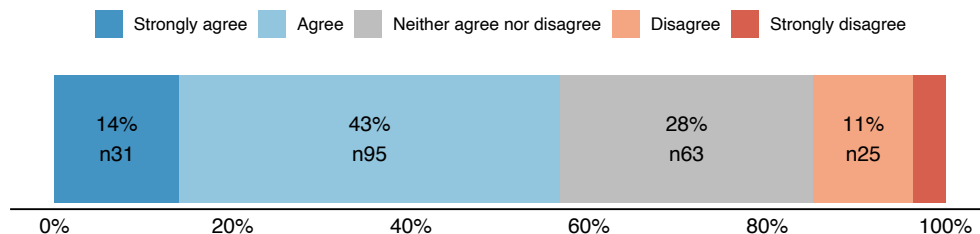
It is important for me to be connected and involved in my local community.

n228



There are enough opportunities for me to connect with others in the community.

n222



Those who disagreed about having enough opportunities to connect with others were subsequently asked what other opportunities could be made available. Six key themes emerged from the responses. The most common reflects concerns about having more accessible and targeted events for the general community.

Community Infrastructure (n8): A desire for more accessible and affordable physical spaces, including a local gym, sporting courts, meeting rooms, and cheaper hall hire to support community activities.

Youth Engagement (n5): A need for more dedicated facilities, programs, and events for children and teenagers, such as skate parks, youth programs, and clubs.

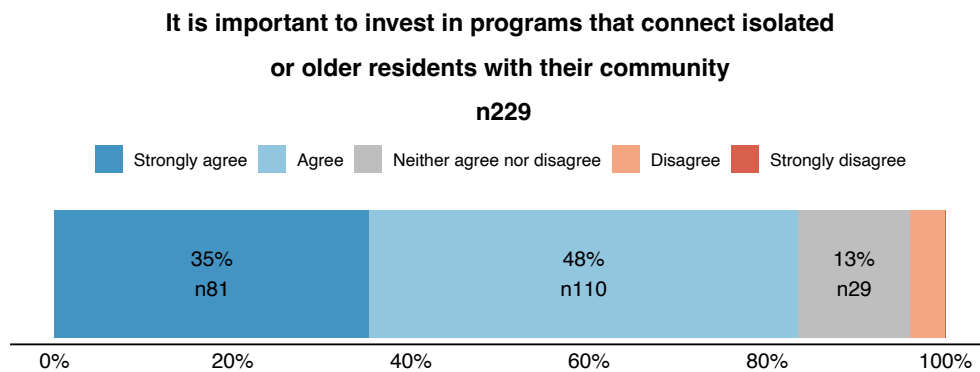
Diverse Events (n5): A request for a wider variety and greater frequency of community-wide events, such as regular markets, food truck nights, and family-friendly gatherings.

Improved Communication (n4): A concern that information about existing events and programs is not well-publicized, leading to a lack of awareness among residents.

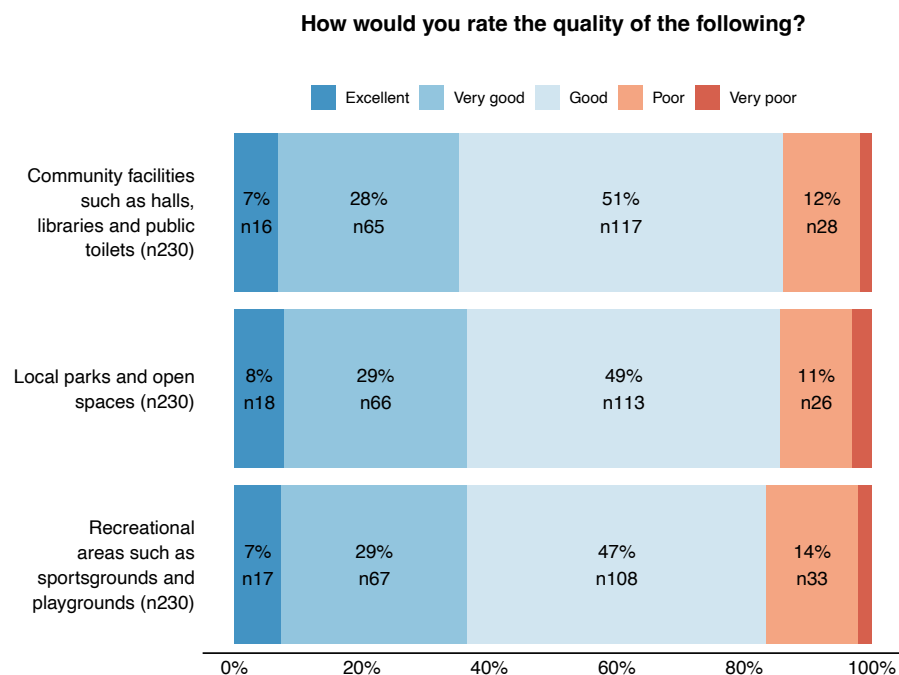
Targeted Adult Programs (n4): A call for more activities catering to specific adult interests and demographics, including hobby clubs, health and wellness classes, and non-traditional programs for seniors.

Geographic Equity (n3): The perception that opportunities are concentrated in certain parts of the Shire, leaving residents in other areas with fewer local options.

Most of the community (83%) agree that it is important to invest in programs that connect isolated or older residents with the community.



Facilities were generally rated as good to excellent by the community. The positive ratings were similar across community facilities (86%), local parks and open spaces (86%), and recreational areas (83%). Negative sentiment across the three facilities were similar, ranging from 14% to 17%.

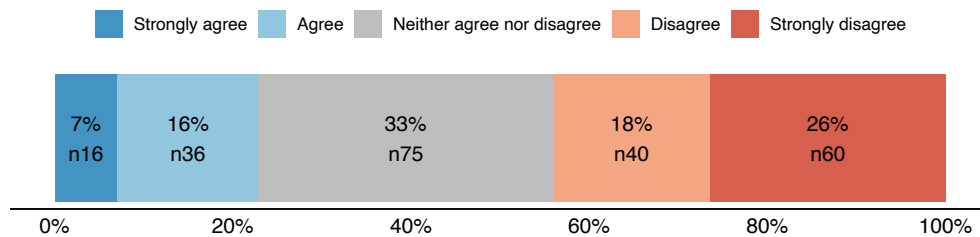


More of the community disagreed to some extent (44%) than agreed to some extent (23%) that it is important for the Shire to focus on Reconciliation Action. One-third (33%) of the community were neutral.

It is important for the Shire to focus on Reconciliation

Action.

n227

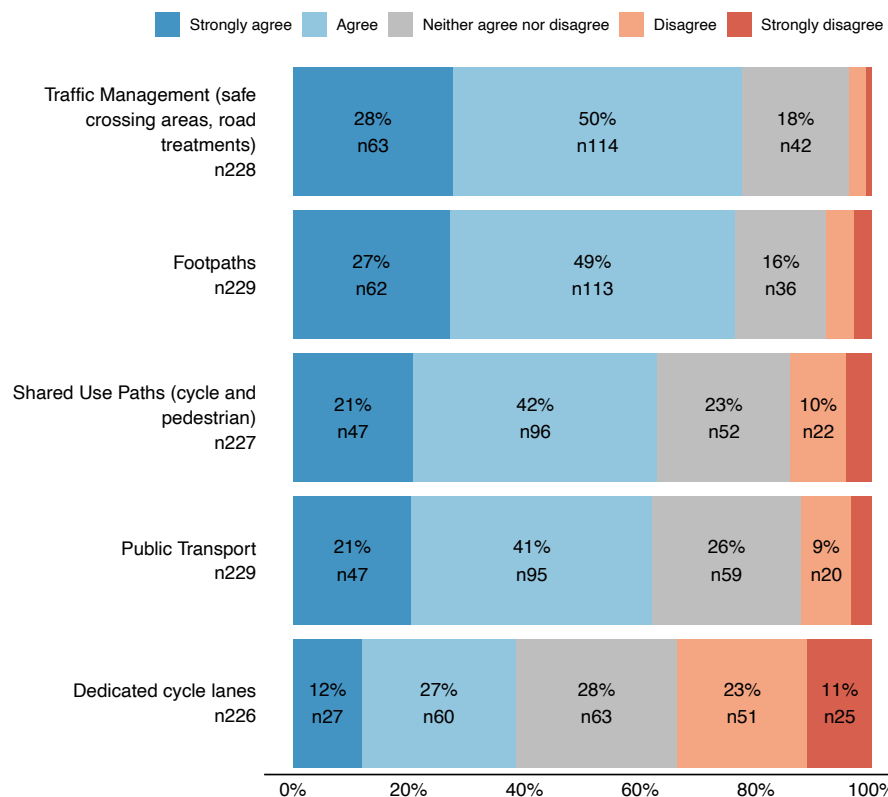


4.9 Roads, transport, pathways and footpaths

Most of the community agreed that traffic management is an important piece of infrastructure (88%) followed by footpaths (76%). Shared-use paths (63%) and public transport (62%) were also considered important by most residents.

Support for dedicated cycle lanes was lower, with 39% agreeing they are important and 34% disagreeing.

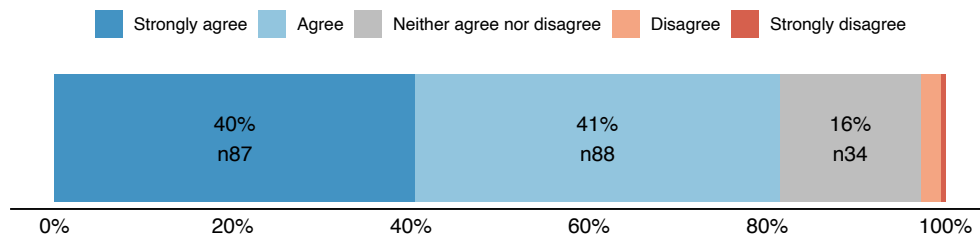
This infrastructure or alternative methods of transport are important for residents:



The community agreed that it is important for the shire to advocate for increasing school transport options to meet future demands, where 40% strongly agreed and 41% agreed.

**It is important for the Shire to advocate for increased school transport options
to meet future demand**

n215

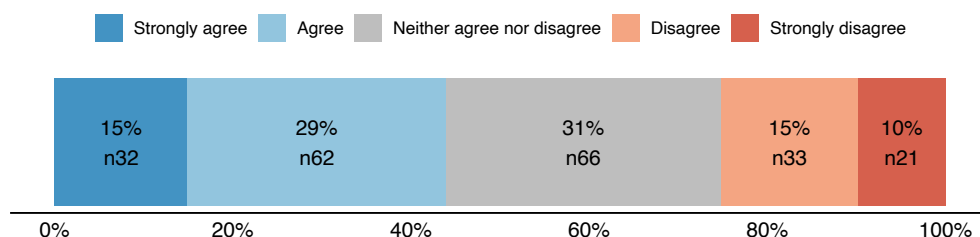


4.10 Having your say & Council decisions

There were mixed opinions about decision-making and communication from the Shire. While 44% agreed to some extent that the Shire considers community views in its decision making, 31% were neutral and 25% disagreed to some extent (top graph). The sentiment was similar towards the Shire adequately communicating information about major decisions and plans (bottom graph). Overall, 44% agreed to some extent, 30% were neutral, and 26% disagreed to some extent.

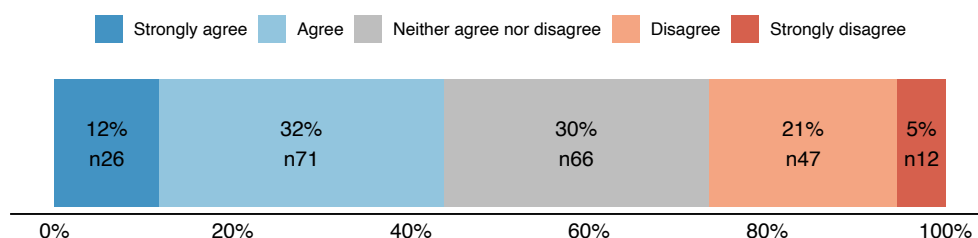
**The Shire considers community views in
its decision-making.**

n214



**The Shire adequately communicates information about major
Shire decisions and plans.**

n222



The most common way people would like to be engaged by the Shire were online surveys (43%, n186), followed by community workshops (22%, n93), pop ups or drop in sessions (19%, n82) and focus groups (15%, n64).

The preferred ways to receive information about the Shire are email (15%, n132), social media (14%, n123), Instagram (14%, n123), the Shire newsletter (13%, n114) and the Shire website (12%, n103). Less common outlets were community meetings (9%, n78) and mail outs (8%, n67).

The community were asked what one or two things would improve the Shire as a place to live, work, and visit. Overall, eight key themes emerged. The most common points for improvement were **roads and transport** (n87), **community services** (n80), and **economy and tourism**. Other common areas for improvement were **rural preservation** (n68), **recreation and youth** (n65) and **Shire Governance** (n62).

Roads & Transport (n87): A focus on improving the condition, safety, and maintenance of roads, verges, and drainage, alongside calls for key infrastructure like the Bindoon Bypass, public transport, and paths for cycling and walking.

Community Services (n80): The need for improved access to essential community services such as healthcare, schools, childcare, and facilities that support community groups and social connection.

Economy & Tourism (n77): A call to strengthen the local economy by supporting local businesses, encouraging new commercial and hospitality ventures, promoting tourism, and creating more local employment opportunities.

Rural Preservation (n68): A strong desire to protect the Shire's rural character and natural environment by managing development, preventing small-lot subdivisions, and conserving bushland, waterways, and wildlife habitats.

Recreation & Youth (n65): A desire for more recreational facilities and activities for all ages, particularly for youth and families, including upgraded parks, a public swimming pool, a gym, and various sports and community programs.

Shire Governance (n62): A call for improved governance, including better communication and engagement with residents, increased transparency in decision-making, and responsiveness to community concerns.

Seniors Housing (n26): A significant need for diverse housing options for older residents, including retirement living, smaller lots for downsizing, and aged care facilities, to enable them to age within their community.

Utilities & Connectivity (n19): Concerns regarding the reliability and provision of essential utilities, including water supply, electricity, and telecommunications like internet and mobile phone coverage.

5 Pop-Up sessions

144 participants were engaged across four pop-up activities. A fifth pop-up was attempted twice on a food truck night and then local bomb-fire event, however both were cancelled due to wet weather.

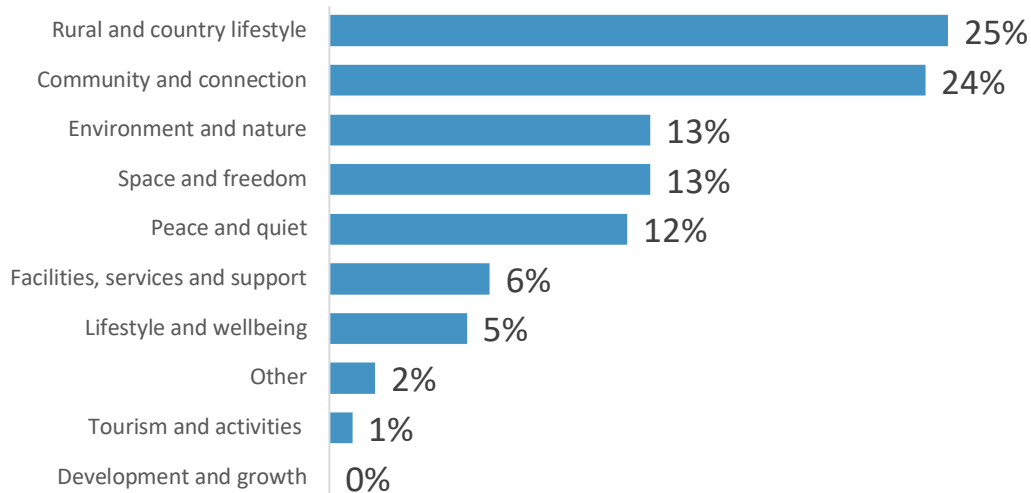
Date	Location	Number of people engaged
9/08/2025	Muchae Recreation	20
17/08/2025	Muchae Recreation	12
23/08/2025	Muchae Recreation	30
31/08/2025	Taste of Chittering	82

5.1 What do you love about living in the Shire of Chittering?

104 post it notes with 110 comments were collected across the pop-up events capturing information about what the community loves about living in the Shire of Chittering. The words country living and rural lifestyle were the highest ranked theme, with community and connection extremely close.

- **Rural/Country lifestyle** (25%, n27)
- **Community and connection** (24% n26)
- **Environment / Nature** (13%, n14)
- **Space and freedom** (13% n14)
- **Peace & Quiet** (12%, n13)
- **Facilities, services and support** (6%, n7)
- **Lifestyle and wellbeing** (5% n6)
- **Other** (2%, n2 rates and proximity to city)
- **Tourism and activities** (1%, n1)

Community Sentiment themes - What do you love?



Rural Country Lifestyle 25%

The comments in this section were all specific with 27 post it notes stating the sayings:

- Rural country lifestyle
- Rural lifestyle
- Lifestyle

Community and connection 24%

The comments around community and connection have been further broken down below:

- General mentions of 'community' (50% n13)
- Neighbourhood ties & belonging – “knowing everyone,” “safe and friendly (23% n6)
- Connection through activities & volunteering – sporting culture, local events, market days, Men’s Shed, library 20% n5)
- Multi-generation links – “family heritage,” “long connection to Chittering.” (8% n2)

Space and freedom 13%

The comments around the space, freedom and family natural environment have been further broken down below:

- Children & family – family life, space for kids to play and roam (6% n6)
- Freedom & openness – “space to move,” “not built up (6% n8)

Natural environment and green spaces 13%

The comments around the natural environment and green spaces have been further broken down below:

- Scenic beauty – trees, hills, fresh air (6% n7)
- Preservation / nature protection – “keep it unspoilt,” “protect rural land.” (4% n5)
- Recreation / outdoor enjoyment – walking, nature connection (2% n2)

Facilities, services and supports 6%

- Family services – child care, schooling support (2.5% n3)
- Senior support / accessibility – for people not driving, aged housing (2.5% n4)

Lifestyle and wellbeing 5%

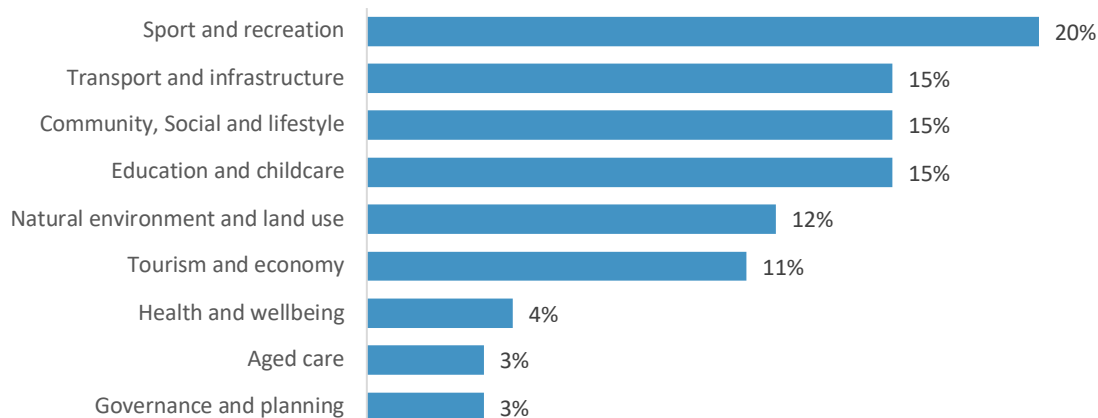
- Relaxed pace – calm, slow life, wellbeing focus (2.5% n3)
- Beauty & friendliness – “pretty,” “friendly,” “relaxing (2.5% n3)

5.2 What could be improved/done better in the Shire of Chittering

107 post it notes and 117 comments were collected across the pop-up events capturing information about what community would like to see to improve/do better.

- **Sport and recreation** (20% n23) showing strong emphasis playgrounds, sports, and facilities for children and young people, with the addition of a pool
- **Education/Childcare** (15% n18) strong emphasis on schools and daycare (15% n18)
- **Community/Social/lifestyle** (15% n18)
- **Transport/infrastructure** neighbourhood connection and better infrastructure (15% n18)
- **Natural environment and land use** reflecting the importance of natural assets, trails, lakes, and environmental protection (12% n14)
- **Tourism/Economy** 11% n13)
- **Health and wellbeing** (4% n5)
- **Aged care** (3% n4)
- **Governance and Planning** (3% n4)

Community needs and priorities



Sport & Recreation 20%

- Football ovals (adult size, second oval, sporting complex) 6% (n6)
- Pool (indoor/outdoor mentioned multiple times) 3% (n4)
- Playgrounds (upgraded, zipline, better equipment, more variety) 3% (n3)
- Walking trails in hills, Blue Plains Road, boardwalk around Lake Nedonga 3% (n3)
- Motorbike tracks, drag strip, dirt bikes 3% (n3)
- Lake Chittering bird hide boardwalk access 2% (n2)
- Derby/Tasmania-style mountain biking/proper MTB park 2% (n2)

Education & Childcare 15%

- Calls for a high school 7% (n5)
- Daycare/after-school care 6% (n5)
- Better school bus services/transport options 4% (n3)
- School lights, safe walking/footpaths, flashing signs 4% (n3)
- Local public primary school (Lower Chittering) (n2)

Community & Lifestyle 15%

- Community atmosphere through social spaces (pub, local café, more restaurants/cafes but no fast food) 4% (n5)
- Support for tourism - Chittering wine trail, tourism promotion, cafes/shops (n4)
- Promote small business/employment opportunities/train locals 3% (n3)
- Road parties and social events for young adults 2% (n2)
- Keep younger families and youth here (reduce outflow) 2% (n2)
- Road bypass (reduce noise and heavy traffic) 2% (n2)

Transport & Infrastructure 15%

This theme had a variety of different type of comments, examples below:

- School bus services 5% (n5)

- Road maintenance/potholes (esp. Blue Plains Road) 2% (n2)
- Street lights (too few/too many – balance needed) 2% (n2)
- Bicycle paths (Muchea to Bindoon, trails through nature) 2% (n2)
- Safe walking/footpaths, bike access to spaces 2% (n2)
- Dirt on road not cleaned after rain 2% (n2)
- Firebreak services (better advertising) 1% (n1)

Natural Environment & Land Use 12%

There was a variety of comment in this theme and some examples of them are below:

- Fencing to remain rural style/no 6ft 4% (n3)
- Farm fences (not 6ft, preserve rural feel) 2% (n2)
- Stop bulldozing trees, protect nature 2% (n2)
- Sustainable water access 1% (n1)
- Hooved animals allowed on all properties 1% (n1)

Tourism and economy 11%

- Increased dining/food opportunities/cafes in the area (n9)
- events (n4)

Health and Wellbeing 5%

- Health and wellbeing pool/aquatic centre 2% (n2)
- Increased disability support 1% (n1)
- Services for those living alone without support 1% (n1)
- Healthcare centre turned into hospital 1% (n1)

Governance & Planning 4%

- Open discussions, rebuild democracy 2% (n1)
- Forward thinking instead of chasing tails 1% (n1)
- Less red tape in approvals 1% (n1)

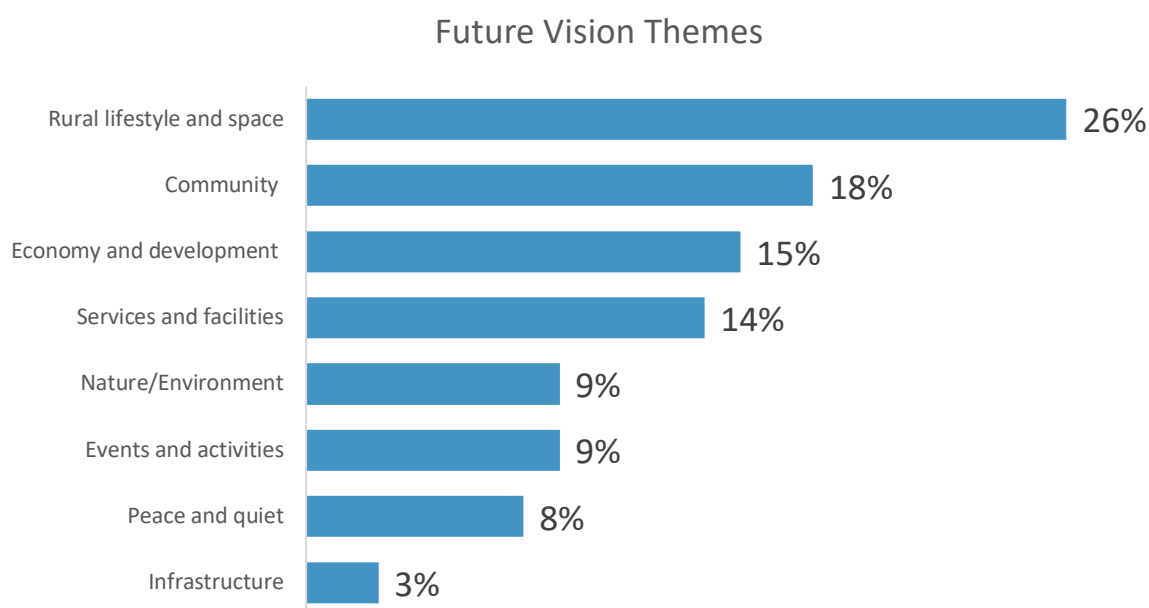
Aged care specific 4%

- There were four specific comments for aged care.

5.3 What two words best describe the future of the Shire of Chittering?

76 post it note comments were collected with 80 comments across the pop-up events capturing two words that best described the future of Chittering. Comments were grouped into eight main themes from the words collected:

- **Rural lifestyle/space** (26% n21) Community want to keep Chittering rural, spacious, and natural. They want to focus on preserving the country feel with larger land parcels/acreage.
- **Community** (18% n14) strong sense of belonging, volunteering, events, and local identity.
- **Economy/development** (18% n14) covering growth, shops, tourism, and financial sustainability with a need for balance between progress and rural character.
- **Services/Facilities** (14% 11) connection, volunteering, and amenities like bakeries, library, and the men's shed. Additional need for safer roads, local shops, eateries, facilities, clear signage
- **Nature/Environment** (9% 7) trees, animals, open spaces, green landscapes.
- **Events & Activities** (9% n7) reflected a desire for more things to do locally.
- **Peace & Quiet** (8% n6) slower pace, less traffic and residential noise is a major lifestyle priority.
- **Infrastructure** (3% 2) emphasises safer roads and connection.



The community feedback strongly reflects a shared desire to protect Chittering's rural lifestyle and open space with 26% of comments suggesting that residents will continue to value peace, nature, and larger land parcels that preserve the area's semi-rural/rural identity while remaining close to Perth. A balanced approach to economic growth and development was the second highest priority to being an equal priority with community at 18% of comments. Nature and the environment with 9% of comments and peace and quiet (8% comments) remain an essential lifestyle priority, underpinning the community's ideal for a peaceful family-friendly environment aligning with the rural lifestyle/space theme.

Overall, these comments and themes indicate that the community envisions a future that balances progress with preservation—where growth strengthens, rather than replaces, Chittering’s rural identity and strong sense of community (their people and places).

5.4 Service Priorities

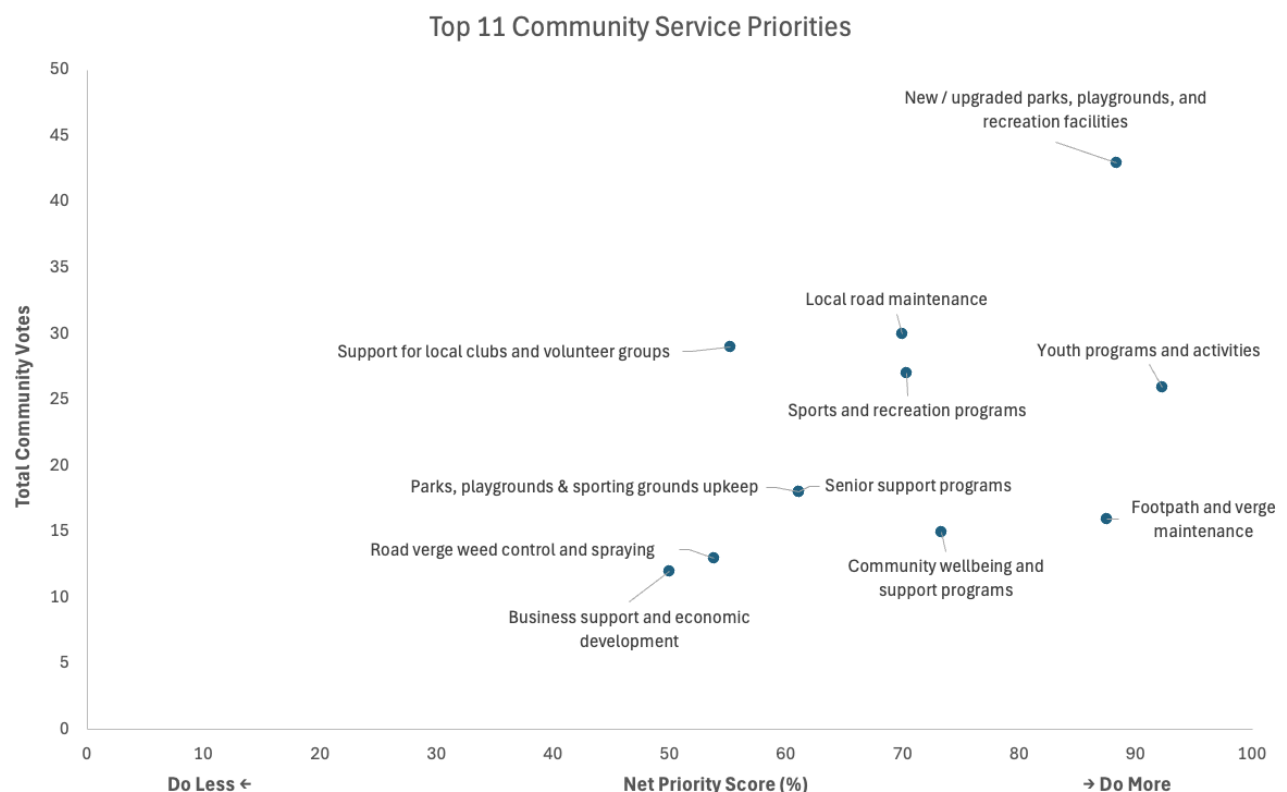
Participants were asked to review 24 service lines across 6 different service areas and place dots on the areas they most wanted to see the Shire either do more or do less of or keep the same.

The detailed analysis can be found in Appendix 2 of this report.

The chart below balances the overall number of votes for each service line and each vote to either Do More, Do Less and Stay the Same. The results show where the strongest demand for expansion exists showing the overall number of votes for each service line (The Y axis below) and the overall balance of votes to ether Do More, Do Less or Stay the Same.

Looking at all results, on balance at least over 50% of people wanted to see the Shire “Do More” resulting in the following Top 11 priorities.

	WANT MORE OF THIS	KEEP THE SAME	DO LESS OF THIS
ROADS, WASTE AND MAINTENANCE			
Rubbish and recycling collection			
Local road maintenance			
Footpath and verge maintenance			
Road verge weed control and spraying			
Town beautification (gardens, trees, signage)			
COMMUNITY SAFETY AND REGULATION			
Ranger patrols and enforcement (animals, camping, parking etc.)			
Proactive compliance (Building, Planning, Health)			
Bushfire mitigation works			
Firebreak inspections (on private properties)			
PUBLIC SPACES AND RECREATION			
Parks, playgrounds and sporting grounds upkeep			
New / upgraded parks, playgrounds, and recreation facilities			
Community halls and recreation centres			



The community's Top 11 areas represent the areas with the strongest net demand for expansion.

Youth programs and activities emerged as the highest priority, with youth programs and activities ranked highest in the priority score of 92.3% and the third highest number of votes (n26). New / upgraded parks, playgrounds, and recreation was second highest in the priority score with 88.4%, but received the most votes (n43) across all service areas.

While footpath and verge maintenance scored the next highest priority of 87.5%, this had one of the lowest overall vote counts (n16). Similarly, community wellbeing and support programs achieved a strong priority score of 73.3% but engaged fewer respondents (n12).

Sports and recreation programs scored 70.4% (n27) and local road maintenance 70.0% (n30) demonstrating broad interest in these areas. Local road maintenance generated the second-highest participation level across all services.

Senior support programs and Parks, playgrounds & sporting grounds upkeep both scored 61.1% with moderate engagement (n15 and n18 respectively).

Support for local clubs and volunteer groups scored 55.2% (n29) which was the third highest vote count but the lower priority score, suggests diverse opinions about the appropriate level of council investment.

Finally, Road verge weed control and spraying rounded scored 53.8% (n13) and Business support and economic development activities scored 50%, (n12).

Do More

Using just the raw vote count for the services where people wanted the Shire to “Do More”, has produced the following Top 10 services.

Top 10 Do More (Most Votes)



New / upgraded parks, playgrounds, and recreation facilities led with the highest vote count (n39), followed by youth programs and activities (n25) and local road maintenance (n23).

Support for local clubs and volunteer groups (n21) and sports and recreation programs (n19) rounded out the top five, demonstrating strong community desire for both organised activities and social connection opportunities. Footpath and verge maintenance (n15) maintained steady support despite lower overall engagement.

Bushfire mitigation works and community events and festivals (both n13) tied for seventh place, while senior support programs and parks, playgrounds & sporting grounds upkeep (both n12) completed the Top 10. These vote counts show where the community expressed the strongest interest in service expansion, with recreation and infrastructure services attracting the highest levels of demand.

Stay the Same

Using just the raw vote count for the services where people wanted the Shire to “Stay the Same”, has produced the following Top 16 services. Note: a list of 16 has been selected to account for the multiple scores of the same value.

Top 16 Stay Same (Most Votes)



Rubbish and recycling collection led with the highest vote count (n22), indicating strong satisfaction with this essential service, followed by community events and festivals (n15) and Library services (n11).

Community halls and recreation centres (n9) rounded out the top four, demonstrating contentment with existing facilities. Bushfire mitigation works and sports and recreation programs (both n8) tied for fifth place, while firebreak inspections and visitor information and tourism promotion (both n7) showed moderate satisfaction levels.

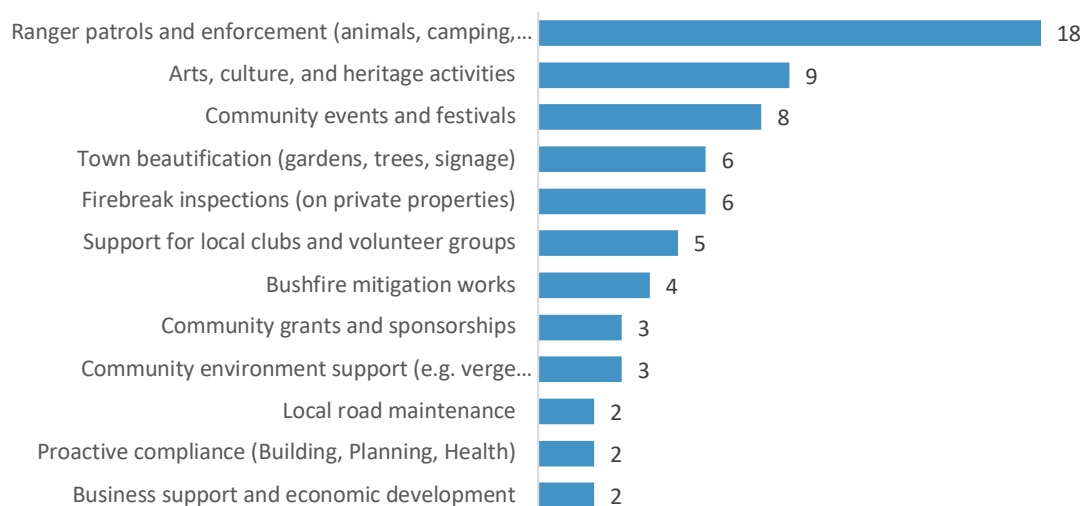
Ranger patrols and enforcement (n6) and all of the following received (n5) votes for staying the same

- Local road maintenance,
- Town beautification,
- Arts, culture, and heritage activities,
- Community grants and sponsorships,
- Community environment support (e.g. verge gardening, Bushcare days)
- Senior support programs
- Parks, playgrounds & sporting grounds upkeep

Do Less

Using just the raw vote count for the services where people wanted the Shire to “Do Less”, has produced the following Top 12 services.

Top 12 Do Less (Most Votes)



Ranger patrols and enforcement led with the highest vote count (n18), followed by arts, culture, and heritage activities (n9) and community events and festivals (n8).

Town beautification and firebreak inspections (both n6) tied for fourth place, while support for local clubs and volunteer groups (n5) and bushfire mitigation works (n4) showed moderate levels of reduction preference.

Community grants and sponsorships and community environment support (both n3) received lower vote counts, and all of the following received (n2) votes for doing less

- Local road maintenance
- Proactive compliance (Building, Planning, Health)
- Business support and economic development

6 Staff Workshop

The staff workshop was held on the 21st August with 41 people participating. A large proportion of the workforce live and work locally which is quite unique to regional areas. The sentiment from the group was positive, however collectively they understand the realities of the Shire's limited income and increasing operational costs and rising community expectations.

6.1 Progress review

Staff worked in small groups as part of a larger station round process where they considered all of the current strategic plan themes and provided comments as to what they have done well, what the shire has struggled with, and what learnings have been gained, against each theme.

- Council accountability and transparency
- Balance between development and conservation
- Inclusive, active, and resilient community
- Stimulate sustainable economic growth
- Sustainable and environmentally responsible future

Staff overall felt that their performance and progress over the last strategic community plan was strong. Staff believed the Shire was strong across all areas, including governance, communication, environmental protection, community support, and economic planning.

The consistent theme from staff comments was that the Shire has some strong foundations and initiatives in place, but the challenge lies in delivery, consistency, and managing external constraints such as the state/federal powers, funding, and action follow-through due to staffing.

A detailed summary of the staff comments against each of the strategic theme areas is detailed below.

Council accountability and transparency

The Shire demonstrates strong financial management, open communication, and community engagement, with a need to improve the focus on transparency, accountability in resource allocation. A summary of the comments is detailed below:

Excellent	Strong	Moderate	Limited	Unsatisfactory
	✓			

Done well/achieved	Struggled with
<ul style="list-style-type: none"> • We have committed significant resources to compliance from clean audits, sound financial management • Openly communicate to the community 	<ul style="list-style-type: none"> • We overshare were decision making of an administrative nature, are sometimes made by council, and sometimes those decisions can have adverse effects • Getting engagement from the community

<ul style="list-style-type: none"> • Clear communication between staff and council • We seek community input • Commitment to WHS and sharing the results • Visibility of staff and activities being done in the shire 	<ul style="list-style-type: none"> • Retention of staff due to proximity to Perth. • The inconsistency of allocation of resources (preserved)
Insights/learning we need to take into this next planning cycle	
<ul style="list-style-type: none"> • That being transparent and accountable should be something we always strive to achieve 	

Balance between development and conservation

Staff have felt that they have so far done a great job in maintaining the rural character and community value. Staff resourcing continues to impact across this theme with struggles in the conversation area something that needs further support for the future. A summary of the comments is detailed below:

Excellent	Strong	Moderate	Limited	Unsatisfactory
	✓			

Done well/achieved	Struggled with
<ul style="list-style-type: none"> • Maintain rural character • Development control • Rec opportunities (keeps people out of preservation areas) 	<ul style="list-style-type: none"> • Protecting the natural environment • Future proofing preservation (Green Links – Bio-Links, wildlife corridors) • Protect remnant veg (dieback) • Strategic/Staff compliance and enforcement
Insights/learning we need to take into this next planning cycle	
<ul style="list-style-type: none"> • Developers – EPBC Act – informed and accountable <ul style="list-style-type: none"> o Follow through with compliance 	

Inclusive, active, and resilient community

The Shire has a strong community development presence with long term relationships, which has underpinned the strong community groups and participation. The area of emergency management still needs work, along with disability and heritage. A summary of the comments is detailed below:

Excellent	Strong	Moderate	Limited	Unsatisfactory
	✓			

Done well/achieved	Struggled with
<ul style="list-style-type: none"> • Support of community groups 	<ul style="list-style-type: none"> • Cultural diversity/heritage

<ul style="list-style-type: none"> • Transparency and communication • Acknowledgement of volunteers • Right people in the right roles 	<ul style="list-style-type: none"> • Provision of services (age/vulnerable) • Emergency management communication • Communication for the demographic/community radio
Insights/learning we need to take into this next planning cycle	
<ul style="list-style-type: none"> • Extensive consultation regarding culture/diversity/heritage • Disability inclusion/consultation 	

Stimulate sustainable economic growth

Staff felt there is a great deal the Shire can continue to do in this area, however commitment to resource planning, funding and grants are needed to move into the excellent space. A summary of the comments is detailed below:

Excellent	Strong	Moderate	Limited	Unsatisfactory
	✓			

Done well/achieved	Struggled with
<ul style="list-style-type: none"> • Tourism promotion • Tourism asset development • Accommodating to industrial developers (Mucnea) • Started precinct planning • Innovative ideas 	<ul style="list-style-type: none"> • Creating enabling environments • Business support • Growing our CBD • Advocating for essentially infrastructure • Translating ideas into reality – funding constraints, conservative council, poor delivery of projects • Demonstrating demand for investment
Insights/learning we need to take into this next planning cycle	
<ul style="list-style-type: none"> • Agile planning strategy • Focus on partnerships to advocate more strongly for enabling infrastructure • Investment prospect us to market development opportunities 	

Sustainable and environmentally responsible future

The staff felt they have been doing a great job in this space, even if they have had some struggles. It was acknowledged this can be a complex area with state involvement, but also community responsibility for their own properties. A summary of the comments is detailed below:

Excellent	Strong	Moderate	Limited	Unsatisfactory
	✓			

Done well/achieved	Struggled with
<ul style="list-style-type: none"> MAFS program Installed water tanks Reviewing landfill practices by reducing whitegoods going into landfill Free trees for communities – educating community on bushfire risk Consultation with developers during subdivision 	<ul style="list-style-type: none"> Getting community to understand the importance of what wastewater system is used for the disposal of effluent and the effects it has on the environment Clear of vegetation and can't be dealt by the local government Weed management is state run Education programs on waste that goes in the correct bin
Insights/learning we need to take into this next planning cycle	
<ul style="list-style-type: none"> Mare powers for local government especially when it comes to clearing of vegetation Water supply plan for the future 	

6.2 Planning for the future community plan

Staff worked in groups rotating around all the current strategic community plan themes to identify their future hopes, fears and needs, with each group reviewing and adding to previous groups' suggestions.

Council accountability and transparency

The findings highlight a need to rebuild trust, streamline governance, and create stronger community connections. Some key themes to consider in planning for the future are:

- **True representation:** Councillors who are accessible and reflective of the whole community.
- **Community connection:** Stronger integration, buy-in, and active participation in decision-making.
- **Youth engagement:** Focused strategies to attract and retain young people to work and be part of Council.
- **Governance reforms:** Consideration of measures such as mandatory voting, councillor drug testing, and amnesty days to encourage openness.
- **Accessible communication:** Use of multiple formats to ensure inclusivity and clarity for all residents.

Fears	Hopes
<ul style="list-style-type: none"> Council moving away from basis local government functions – taking on state – federal/gov private enters business roles Lost community trust Financial mismanagement Personal agendas outweigh community (whole) benefit Politics – council doesn't know the community Nothing for the youth/or to keep them here 	<ul style="list-style-type: none"> Culture that is the envy of the region Accountability and transparency result in positive outcomes/community Grow/develop/enhance community trust Financial management, maintains trajectory Council has more community engagement Financial management allows us to secure more funding Maintain ongoing financial audits Confidence to develop and invest

<ul style="list-style-type: none"> Public backlash – leading to poor behaviour to administrative staff More red tape Dysfunctional council leading to corruption Council overturning decisions already approved (time wasting and financial stupidity) 	<ul style="list-style-type: none"> An educated community that understands how council works Open days More diverse council (age, disabilities)
Needs	
<ul style="list-style-type: none"> Accurate data and resources Council that truly represent the community and are accessible Integrated community (contribution) Community buy-in Youth engagement Mandatory voting for residents 	<ul style="list-style-type: none"> Councillors to be drug tested as all other employees are required Amnesty days so people can ask questions without reprisal/repercussions Variation and formats of communications (i.e., easy reading)

Balance between development and conservation

Staff reported that this theme can be tricky for the Shire, as balancing development and conservation requires a coordinated approach that protects the environment, sustains community character, and ensures infrastructure and services meet demand. The community has clearly expressed the need for planned, sustainable growth that safeguards natural assets and maintains the Shire's unique rural identity, while addressing the realities of population change and infrastructure needs. The key themes for planning for the future are:

- Sustainable Development** – Manage growth carefully, direct higher-density housing to planned areas, and maintain quality standards.
- Environmental Protection** – Preserve vegetation, habitats, and rural character while considering the housing needs.
- Infrastructure & Services** – Upgrade sewerage, waste programs, and telecommunications to meet population needs.
- Financial Sustainability** – Re-evaluate funding streams to keep rates affordable and services viable.
- Community & Rural Identity** – Maintain rural charm with minimum lot sizes, protect open spaces, and keep tree canopy

Fears	Hopes
<ul style="list-style-type: none"> Infill/subdivision High level of natural vegetation removal Higher demand on water resources Light pollution Increase in noise pollution Too many building permits for Shire to process Inadequate infrastructure Inadequate finance Non-sustainable rates increases given the nature of today's climate 	<ul style="list-style-type: none"> Balance between nature and development Natural features and reserves and public open spaces are preserved Infrastructure that meets the need of the population More streamline development process Improved signage More street trees/canopy (jacaranda) As development occurs district doesn't lose rural charm

<ul style="list-style-type: none"> Poor quality construction will result in a legacy we cant afford Growth of rural residential estates creates a demand for services that are usually only found in townsites Rural areas become swamped with residential and industrial development 	<ul style="list-style-type: none"> Protection of natural vegetation and breeding ground for native fauna/flora Continue with vegetation projects Better mobile telecommunication – no mobile blackspot
Needs	
<ul style="list-style-type: none"> Deep sewerage Green waste program Verge collection program Re-evaluate fee structures/funding avenues/streams Focussed areas for higher density housing so we can plan for services 	<ul style="list-style-type: none"> Focus on public open spaces in subdivisions? Focus on natural area conservation and protection of our environment Designation of more natural space during subdivision process Maintain a minimum lot size of 1ha to preserve rural theme of Shire

Inclusive, active, and resilient community

Staff felt that it was important to focus on being an inclusive, connected, and resilient Shire. Planning for the future must address gaps in services and facilities, support cultural and social diversity that's starting to grow and ensure infrastructure sustainability. When focusing on the people of the community, a focus on declining volunteering and supporting connectivity within the smaller neighbourhoods/suburbs was really important. The key themes for planning for the future are:

- Good Governance & Trust** – Transparent, accountable decision-making that rebuilds community confidence.
- Inclusive & Connected Community** – Diverse, accessible services and facilities, stronger engagement, and support for volunteers.
- Sustainable Growth** – Balance development with conservation while protecting rural character.
- Infrastructure & Services** – Investment in sewerage, waste, telecommunications, transport, and vibrant town centres.
- Environmental Protection** – Safeguard natural assets, expand green spaces, and ensure long-term sustainability.

Fears	Hopes
<ul style="list-style-type: none"> Not having the funding/services to deliver promises Having to leave the area because of lack of services – Meaning? Elderly, young, volunteering Becoming obsolete due to bypass Community burnout Becoming too urbanised (people move here to get away from suburbia) 	<ul style="list-style-type: none"> Diversity Community garden Housing (vulnerable, etc) More inclusive facilities for individuals with disabilities More services More bustling town centre (café, commercial variety) Inclusive activities

<ul style="list-style-type: none"> Community forgetting their role in democracy Increasing people moving from metro and not wanting to connect locally Lack of local accommodation to draw people to the area for community activities I don't want smaller housing density Not having adequate disability access facilities 	<ul style="list-style-type: none"> Street trees – tree canopy, water? And more trimming? New residents embrace rural living and invest time and skills locally Neighbours connect and provide support during emergencies or times of need People continue to register their children in local sporting groups – so we keep them local
Needs	
<ul style="list-style-type: none"> Diversity (things other than sports) including arts, music, food/cultural New developments – mixed size blocks (inclusive housing options)? Increased streetscaping to make the area more attractive/environmentally safe – needs to be water sustainable, e.g., natives 	<ul style="list-style-type: none"> Place activation to allow more to happen Keep it rural – we need to recognise the privilege of what we have Deep sewerage – gym More volunteers More facilities and public spaces in the middle of the shire – centralised spaces

Stimulate sustainable economic growth

The staff want economic growth, built on sustainable local businesses (Not large corporations like Coles/Woolworths) and strategic tourism investment. The theme about financial and environmental sustainability remains as a fear. The key themes are:

- Core infrastructure** – sewerage, water, and utilities.
- Support and grow local small businesses** - create jobs and attract families.
- Develop a **landmark tourism asset** and promote natural/recreational attractions.
- Expand **retail and service options**, especially in Lower Chittering.
- Plan for **sustainable, well-designed growth** without overdevelopment or reliance on council subsidies.

Fears	Hopes
<ul style="list-style-type: none"> Financial barriers to being located in industrial areas mean businesses set up from residential areas instead Essential services, or lack of, prevent investment LGA intervention or investment creates unsustainable economic development/ratepayers sustain small business, no natural progression of economic prosperity Grow too quickly and then be unable to sustain it That we forget where we live and sell out our natural environment to make money Lack of brick and mortar businesses to support the population growth 	<ul style="list-style-type: none"> Small business is so strong that it can support employment locally and attract professionals and families Community infrastructure supports social and economic investment and growth – through tourism That our reputation becomes so positive – that attracts diversity in business That we continue to advocate school bus services or schooling options (secondary) for our youth Shopping/retail opportunities for lower Chittering Showcasing/promoting flora/fauna and assets

<ul style="list-style-type: none"> Few/lack of services (water, power, sewerage) 	
Needs	
<ul style="list-style-type: none"> Build aesthetically pleasing environments which attract business and social investment Advocate for developments which provide simple and quick access to investment opportunities (i.e., Muchea industrial – subdivide to attract quick investments) Deep sewerage to support growing townsites 	<ul style="list-style-type: none"> Continue to provide recreation – which will continue to attract outsiders to our Shire Our own big tourism asset (like big banana), i.e., giant willie wagtail to put us on map Move admin building to Muchea (Nathan bough – 21/8/25) Sustainable water options

Sustainable and environmentally responsible future

Staff felt that achieving this theme area will require a balance between protecting natural assets, investing in core infrastructure and services, and finances with a need for investment from the state. Staff are aware that finances are limited. The key themes are:

- Core services:** Deep sewerage, waste and verge programs, road maintenance.
- Emergency & health:** SES support, fire mitigation, medical and community services.
- Environment:** More parks/gardens staff, native species education, sustainable practices.
- Community facilities:** Shops, food venues, shared spaces.
- Financial sustainability:** Community awareness that more services = higher costs.

Fears	Hopes
<ul style="list-style-type: none"> No funds to renew existing infrastructure Limited water resources Ghost town – bypass elderly No deep sewerage Living in suburbia Too expensive – land, shops Street tree removal Lose greenery – decline enviro Fire mitigation – townies, Perthies, no training Dieback misinformation, lack of education Elderly housing – facilities Pollution/wrong types of business Unsustainable growth 	<ul style="list-style-type: none"> Green corridor Global recognition? Recreational facilities Tourism – wineries? Cafes Dieback education Funding – staff to maintain all the things Less tree removal – street trees Employment, more business opportunities Improved water resources Infrastructure that meets the needs of the population Projects solar and wind power More reliable medical centres (staff wise)
Needs	
<ul style="list-style-type: none"> Deep sewerage Green waste program Verge collection program SES More staff in parks and gardens Funding – for staff 	<ul style="list-style-type: none"> Shops New residents – better info/education of endemic species flora and fauna Emergency services Health Centrelink – we have it now Road maintenance

<ul style="list-style-type: none"> Promote the use of crushed limestone for green bridges Food/restaurant – co-location of community groups 	<ul style="list-style-type: none"> Facility/parks/verge management Rate payers understand if they want more it costs them more
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6.3 Action for the future

Staff grouped themselves and worked on each theme area that best suited their job roles for the Shire for the last activity in the workshop. Having worked on the hopes and needs of the community in the previous activity, they reviewed and prioritise these by considering the quick wins with the longer-term outcomes, considering what was safe and radical. Below are the transcribed tables of actions from staff to be considered for the new community plan:

Council accountability and transparency

	Safe	Radical
Quick win	<ul style="list-style-type: none"> Maintain ongoing financial audits Accurate data and resource – funding in budget for multiple platforms for data analysis and research Community contribution to decision-making/projects Collaboration with community Variation and formats of communications 	(Blank)
Long term	<ul style="list-style-type: none"> Community buy-in – active citizenship Youth engagement 	<ul style="list-style-type: none"> Council that represent the community and are accessible Amnesty days Mandatory voting for residents – local elections

Balance between development and conservation

	Safe	Radical
Quick win	<ul style="list-style-type: none"> Green waste program Verge collection Reevaluate fees/funding avenues/steams 	(Blank)
Long term	<ul style="list-style-type: none"> Focus on public open spaces in subdivisions Focussed areas for higher density housing so we can plan for services 	<ul style="list-style-type: none"> Deep sewer

<ul style="list-style-type: none"> Focus on natural area conservation Maintain a minimum lot size of 1 hectare to preserve rural amenity 	
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Inclusive, active, and resilient community

	Safe	Radical
Quick win	<ul style="list-style-type: none"> Diverse community groups – arts, music, and cultural Streetscaping More volunteers 	(Blank)
Long term	<ul style="list-style-type: none"> New developments – mixed size block, gym More facilities 	<ul style="list-style-type: none"> Deep sewerage

Stimulate sustainable economic growth

	Safe	Radical
Quick win	<ul style="list-style-type: none"> Promoting/showcasing flora/fauna and assets Bus service continuation for schools Aesthetically pleasing environments Continuing provision of recreation 	<ul style="list-style-type: none"> Our own “big tourism asset”, i.e., big willie wagtail
Long term	<ul style="list-style-type: none"> Small business is so strong that it supports employment and attracts professionals/families 	<ul style="list-style-type: none"> Schools and career options for youth Deep sewerage connection Sustainable water options

Sustainable and environmentally responsible future

	Safe	Radical
Quick win	<ul style="list-style-type: none"> Promoting green waste program Crushed limestone for green bridges New residents better info/education on endemic species of flora and fauna 	<ul style="list-style-type: none"> Verge collection

Long term	<ul style="list-style-type: none"> Ratepayers to understand if they want more it will cost more 	
	<ul style="list-style-type: none"> Road maintenance SES Food rest/shops Improve emergency services Facility Park – gardens verge management More staff for parks/gardens 	<ul style="list-style-type: none"> Funding Deep sewage

7 Business breakfast workshop

A business breakfast workshop was hosted at the Orchard Glory Farm Resort on the 29th of August in Bindoon with 52 in attendance. The event opened with two guest speakers, Rob Cossart from the Wheatbelt Development Commission and Dan Gallacher from Euroz Hartleys.

Participants strongly supported the Bindoon Bypass, population growth, and tourism development as key drivers of economic sustainability for the future. Discussion highlighted the need for affordable housing and local staffing, improved access to water, waste and digital infrastructure, and collaboration between Council and business to advocate for regional funding.

A key outcome of the session was the shared commitment to continue working together as a collective business network, supported by Council in hosting follow-up forums, promotional opportunities, and strategic advocacy initiatives. The workshop collected valuable community engagement feedback, but also was an opportunity to demonstrate a commitment to further action and support for the businesses - which has been booked for late November by the Shire.

7.1 Impacts on the future of business

The session began with small group discussions exploring the positive and negative impacts on the future of local business. Participants expressed strong support for the Bindoon Bypass, population growth, and tourism opportunities as key drivers of long-term economic sustainability. At the same time, concerns were raised about the potential loss of rural character, housing and workforce shortages, water and waste management, and the Shire's capacity to manage growth while securing state and federal investment.

A key outcome from the workshop was the community's strong interest in the Shire facilitating ongoing engagement with local businesses, alongside a collective commitment to support advocacy projects for the region. The following summary outlines the main impacts identified.

Key Positives Identified

1. Bindoon Bypass

- Widely seen as essential for freight efficiency, safety, time savings, and town amenity.
- Some uncertainty around its impacts, but overall considered a major positive.

2. Economic Growth & Opportunities

- Population growth will support businesses and staffing.
- Proximity to Perth, airport, Muchea Saleyards, and freight networks makes the region attractive.
- AGRI-tourism and local events can boost tourism and small businesses.
- More opportunities for apprentices, young tradies, and local workforce development.
- Support for local employment, local business registers, and local content in large projects.

3. Infrastructure & Services

- Calls for more housing, reliable communications/data, waste management, water planning, and transport logistics.
- Desire for cafes, bars, and tourism destinations.
- Long-term planning for Bindoon townsite expansion and better infrastructure to sustain growth.

4. Governance & Regulation

- Reduce red tape and delays in project approvals.
- Supportive local government planning and better advocacy for state/federal funding.

Key Concerns / Negatives

1. Loss of Country Lifestyle & Environmental Impacts

- Fears that growth, bypass, and industry may threaten rural lifestyle, natural scenery, and waterways (Chittering Valley, Brockman River).

2. Housing & Staffing Shortages

- Lack of housing for workers.
- Ongoing challenges with finding and retaining staff (skilled, aged care, hospitality, backpackers).

3. Uncertainty & Infrastructure Gaps

- Mixed views and uncertainty about the Bindoon Bypass (impact on landowners, loss of passive trade).
- Concerns about roads, truck access, waste disposal, water shortages, and education access.
- GPS/addressing issues (e.g., multiple “Maddern Roads” causing confusion).

4. Local Government Challenges

- Difficulty for a small Shire to lobby effectively for infrastructure funds.
- Frustration with red tape, planning regulations, and delays.

All the information collected from the groups is summarised below:

Group	Comments
1	Positive <ul style="list-style-type: none"> ● The biggest positive for the area is build the bypass ● Bypass ● Population growth supports business sustainability

	<ul style="list-style-type: none"> Need for infrastructure, headworks, etc., to support growth <p>Negative</p> <ul style="list-style-type: none"> Risk of losing country lifestyle Environmental impacts
2	<p>Positive</p> <ul style="list-style-type: none"> AGRI tourism – increased visitors, opportunity to grow the 1.1m, tourism in our region Proximity to the airport Proximity to Muchea Saleyards and to the city Location – proximity to Perth/Airport, access to services, freight network, Bindoon Bypass (freight economies and time saving, safety in Bindoon town) Regular events that support small business – places to eat and encourage people to spend <p>No negatives reported</p>
3	<p>Positive</p> <ul style="list-style-type: none"> Locating to Perth for skilled staff and professionals <p>Negative</p> <ul style="list-style-type: none"> Accommodation – backpackers, aged, caravans trucks access Waste disposal Water shortage
4	<p>Positive</p> <ul style="list-style-type: none"> Support industry but not at the expense of natural scenery Don't damage the Chittering Valley or Brockman River Need tourism destinations – cafes, bars, etc. Planning for water as a resident earlier in year to plan for summer, plus bushfire protection Transport logistics – moving product without a major impact to the local community Infrastructure and housing development for growing economy and a local workforce <p>No negatives reported</p>
5	<p>Positive</p> <ul style="list-style-type: none"> Bindoon Bypass – positive, needs to be built Staffing – young tradies based, apprentice/pre-apprentice, can't get them <ul style="list-style-type: none"> Population growth – more opportunities for staffing, changing demands

	<ul style="list-style-type: none"> Logistics and interaction with Kwinana. Skip to Bunbury not Kwinana. Product out onto roads <p>Negative</p> <ul style="list-style-type: none"> Lack of housing Staffing Uncertainty about Bindoon Bypass which makes forward planning difficult
6	<p>Positive</p> <ul style="list-style-type: none"> Less red tape and time delays on project proposals Area of concern is waste disposal in Chittering Shire Long term plan for Bindoon townsite expansion Shire planning, constraints, e.g., truck parking on rural zoning Connectivity – reliable data and communications networks, increased demand should be catered (planned) for Logistics (chalice) – how to move product, infrastructure <p>Negative</p> <ul style="list-style-type: none"> Small Shire trying to lobby to state. Federal funds go east for infrastructure, never-ending challenge
7	<p>Positive</p> <ul style="list-style-type: none"> Local employment Payroll tax abolished on superannuation contribution Local content from big developments Business register with local Shire for engagement on local projects Information sessions on new developments SAS project services <p>Negative</p> <ul style="list-style-type: none"> Bindoon Bypass. Shortage of staff, maintenance of gravel road and bitumen Less red tape Difficulty finding staff and retaining Local gov regulations – red tape, planning, development Lack of housing for staff Staff availability Bindoon Bypass – impact on landowners, loss of passive trade in Bindoon
8	<p>No positives reported</p> <p>Negative</p> <ul style="list-style-type: none"> Losing country lifestyle Staffing Education in region to keep families

	<ul style="list-style-type: none"> • 3x Maddern Roads. GPS doesn't read they are different, people/deliveries can't find us • Water (lack of)
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7.2 Priority Areas for the next 10 years

Groups worked together to identify their top 5 priorities for the future and discussed the role of the Shire and other stakeholders. All the information from each group was reviewed and there were five recurring themes across all the groups: Infrastructure (bypass/transport), housing, workforce, rural lifestyle/environment, and economic development (including clean energy and tourism).

Each group spent a few minutes pitching to the collective group their priorities, and the session concluded with everyone individually ranking their key priorities.

Summary of the top 5 priorities

1. Bindoon Bypass & Transport Connectivity

Shire role: Active lobbying, coordinating stakeholders, planning for town centre revitalisation and beautification.

Other players: State/Federal Gov (funding, approvals), Main Roads, industry and local businesses (lobbying, adapting to change).

2. Housing & Accommodation (short-term, seasonal, and long-term)

Shire role: Flexible planning system, streamline approvals, reduce red tape, plan for growth and serviced residential/commercial land.

Other players: State Gov (incentives, infrastructure investment), developers/builders, community property owners.

3. Staffing & Workforce Development

Shire role: Support services (schools, health, training connections), liaise with training providers, inform businesses of programs.

Other players: Education Dept (teachers, training programs), businesses (apprenticeships, work experience), State/Fed Gov (regional worker attraction).

4. Rural Lifestyle, Environment & Tourism

Shire role: Protect rural amenity through planning, support tourism marketing/events, showcase regional lifestyle.

Other players: Community, Northern Valleys Business & Tourism Association, Destination Perth, Wheatbelt Way.

5. Economic Development & Clean Growth

Shire role: Streamlined approvals for business, support local supply chains, branding and town centre development, facilitate clean energy projects.

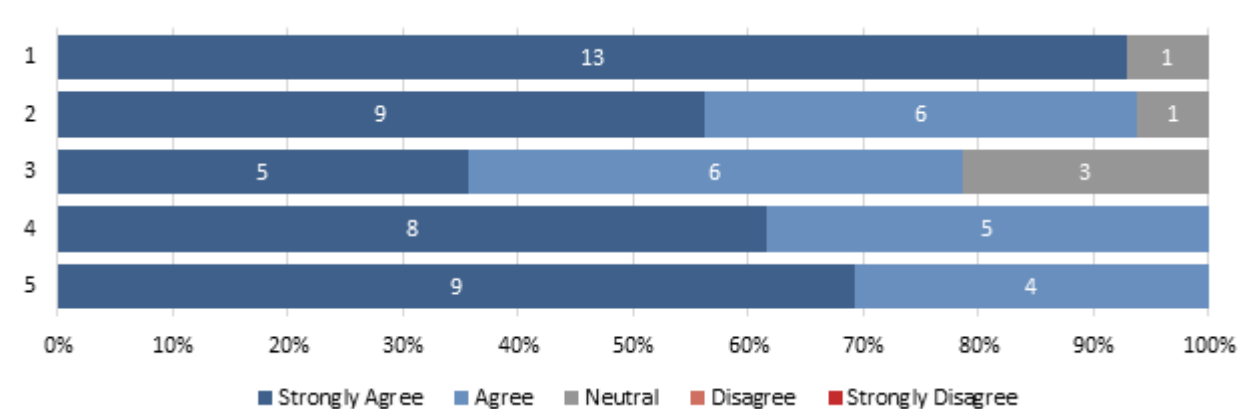
Other players: WDC, Clean Energy Council, private sector (e.g., Neoen), Wheatbelt Business Network, local contractors, Northern Growth Alliance.

Each group's worksheet has been transcribed and detailed below:

Group 1

No	Priority Area	Role of the Shire	Role of other players (what and who)
1	Bindoon bypass	<ul style="list-style-type: none"> Active lobbying and coordinate other parties 	<ul style="list-style-type: none"> Funding fed/state and local Industry lobbying at national level Local industry support
2	Housing (short term/ long term)	<ul style="list-style-type: none"> Planning and development Bushfire rating/zoning 	<ul style="list-style-type: none"> WALGA Attracting investment to develop short and longer term
3	Staffing	<ul style="list-style-type: none"> Services for staffing – schooling, schooling support, medical 	<ul style="list-style-type: none"> Education Dept – school teacher availability
4	Retaining rural lifestyle, farming/ agriculture	<ul style="list-style-type: none"> Planning – location Having right land available 	<ul style="list-style-type: none"> State gov Community lobbying
5	Environmental impacts vs growth	<ul style="list-style-type: none"> Protection of rural amenity not at detriment of rural lifestyle 	<ul style="list-style-type: none"> Community empower funds

The chart below details the overall group ratings of the ideas suggested by group 1, with the Bindoon Bypass receiving the greatest level of agreement, followed by housing and protecting environmental impacts.

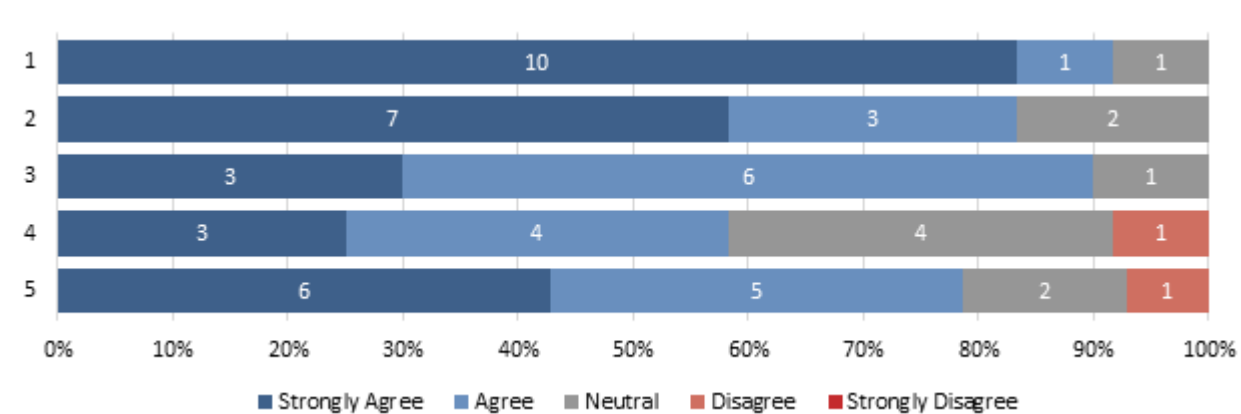


Group 2

No	Priority Area	Role of the Shire	Role of other players (what and who)
1	Build the bypass. WDC need to listen and advise how	<ul style="list-style-type: none"> Council – talk to small and large business so we can support in “encouraging” bypass 	<ul style="list-style-type: none"> Being that “northern LGAs” have been designated “offset areas” for growth in Southern corridor of Perth, state gov should support Northern LGAs financially
2	Coalition of small businesses to support Shire. Northern growth alliance to build new infrastructure	(Blank)	(Blank)
3	Positive: supporting local business where profits are redistributed to the same community. All contractors will benefit from this practice	<ul style="list-style-type: none"> Maintain “rural environment” via similar rate assessments in City of Swan, i.e., if involved in agriculture and/or horticulture = lower rating to encourage maintaining rural environment 	
4	Town centre development <ul style="list-style-type: none"> Built environment 	(Blank)	(Blank)

	<ul style="list-style-type: none"> • Beautification • Events 		
5	Caravan park, bypass hwy, priority for local contractors, transport apprentice	(Blank)	(Blank)

The chart below details the overall group ratings of the ideas suggested by group 2, with the Bindoon Bypass receiving the greatest level of agreement, followed by a coalition of small business to support the Shire. One participant disagreed with two of the ideas related to development of infrastructure in the area.

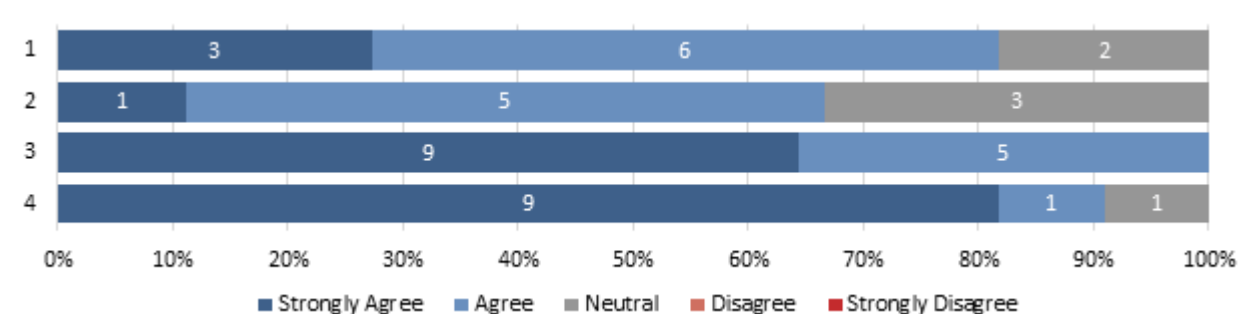


Group 3

No	Priority Area	Role of the Shire	Role of other players (what and who)
1	Connecting local businesses with new businesses to be suppliers	<ul style="list-style-type: none"> • Upgrade the Shire business directory and inform new businesses that it exists 	<ul style="list-style-type: none"> • Connect with incoming businesses, e.g., Chalice to tell them of Chittering business directory
2	Staff recruitment and retention – subsidise staff training	<ul style="list-style-type: none"> • Inform businesses of existing staff training options, e.g., apprenticeships, to increase the attractiveness of working in the Shire's businesses 	<ul style="list-style-type: none"> • Liaise with training providers and share this info with local businesses
3	Accommodation for seasonal workers; aged care, i.e.,	<ul style="list-style-type: none"> • Reduce red tape for developers and builders, make process more efficient • Keep up with developing new roads and maintaining 	<ul style="list-style-type: none"> • Work with government to make development and building easier

	diverse sizes and designs	roads, especially gravel roads	
4	Bindoon Bypass	<ul style="list-style-type: none"> Continue to lobby politicians and Main Roads to provide funding 	<ul style="list-style-type: none"> Main Roads Businesses, especially mining businesses in the north, to support lobbying

The following chart details the overall group ratings against of the ideas suggested by group 3, with the Bindoon Bypass receiving the greatest level of agreement, followed by accommodation requirements for staffing and growth for the area.

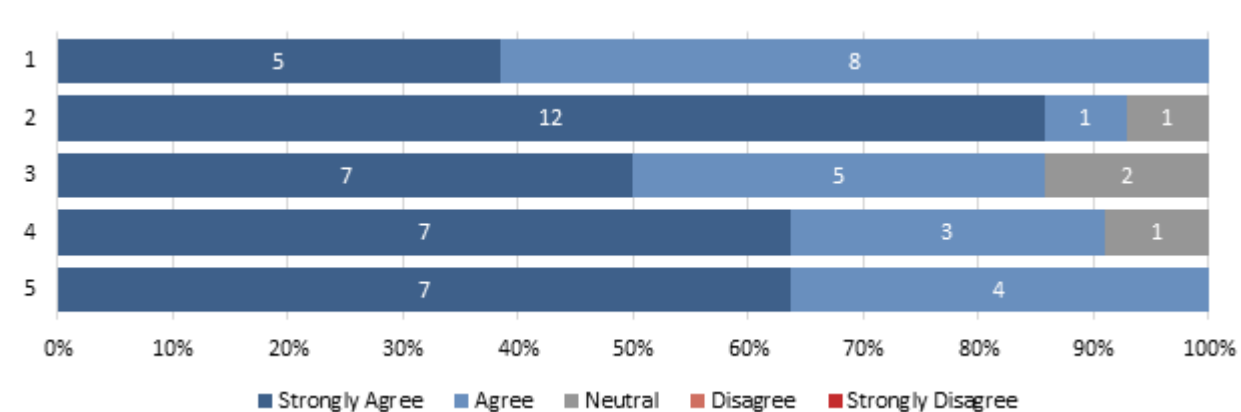


Group 4

No	Priority Area	Role of the Shire	Role of other players (what and who)
1	Accommodation for seasonal workers and short-term visitors	<ul style="list-style-type: none"> Flexibility in planning system to reduce red tape and expedite approvals process. Supporting property owners to navigate the process Engagement with businesses and community Encourage short-term accom on rural land 	<ul style="list-style-type: none"> Incentives by state government to encourage development of accommodation
2	Bindoon Bypass	<ul style="list-style-type: none"> Coordinating stakeholders to lobby state government Supporting local businesses to adapt to change with loss of traffic Beautification of town centre to attract visitors into town (Gingin example) 	<ul style="list-style-type: none"> Community and business to support council State gov to provide funding (and federal)
3	Local staffing issues, skilled workers	<ul style="list-style-type: none"> Connecting 	<ul style="list-style-type: none"> Schools to provide work experience programs in local trades

			<ul style="list-style-type: none"> Government to encourage workers to move to regional areas
4	Planning for growth, housing and commercial	<ul style="list-style-type: none"> Long term planning for residential lots in Bindoon and surrounds Availability of commercial land and service industries Allowing flexibility for commercial land and service industries Allowing flexibility for commercial vehicle parking or rural zoned land 	<ul style="list-style-type: none"> Infrastructure and headworks to allow development to occur sustainably (state gov)
5	Protection of rural amenity and lifestyle of Chittering Shire	<ul style="list-style-type: none"> Tourism support and marketing Planning to protect unique aspects of Shire Working with Northern Growth Alliance 	<ul style="list-style-type: none"> Northern Valleys Business and tourism association

The following chart details the overall group ratings for the ideas suggested by group 4, with the Bindoon Bypass receiving the greatest level of agreement, followed by the infrastructure needs to accommodate increased staffing and growth for the area.

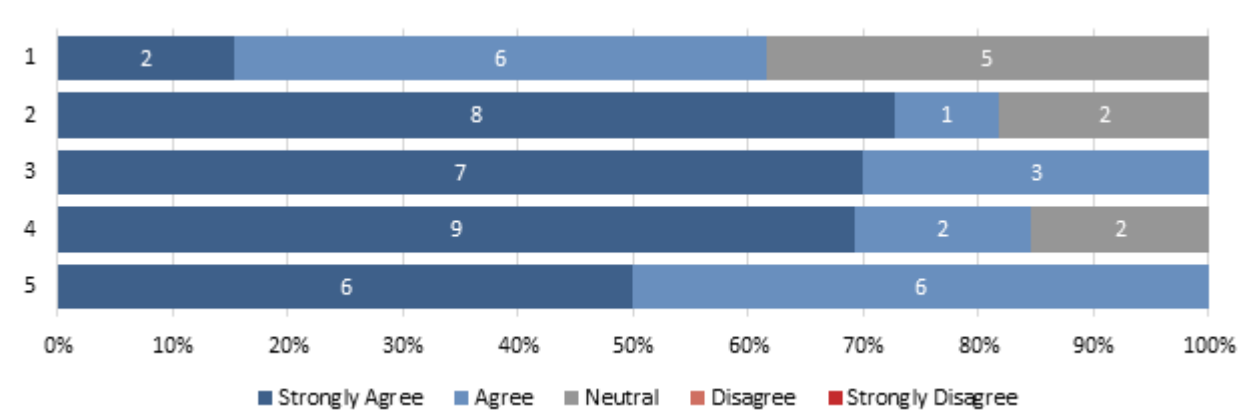


Group 5

No	Priority Area	Role of the Shire	Role of other players (what and who)
1	Clean energy	<ul style="list-style-type: none"> Streamlined approval process Facilitate engagement with community 	<ul style="list-style-type: none"> State Gov WDC Clean Energy Council (coordination between projects) Youth engagement (workers accommodation)

		<ul style="list-style-type: none"> Linking green energy projects with local contractors 	<ul style="list-style-type: none"> Private sector (Neoen) Powering Australia
2	Reliable transport network	<ul style="list-style-type: none"> Future planning Maintenance and renewal Advocacy for funding 	<ul style="list-style-type: none"> State and fed gov Influential ratepayers Do Transport Media (near-miss reporting to attract gov attention) MRWA
3	Rural lifestyle	<ul style="list-style-type: none"> Coordination of development throughout the Shire Showcasing the regional lifestyle Visitor centre 	<ul style="list-style-type: none"> Destination Peth Wheatbelt way (Linda Vernon) Wheatbelt kids
4	Balanced development with consideration towards amenity	<ul style="list-style-type: none"> Consideration of local Planning Strategy 	<ul style="list-style-type: none"> Community (engagement) Private developers
5	Economic development	<ul style="list-style-type: none"> Streamlined approvals for businesses Advocacy (i.e., prospects) 	<ul style="list-style-type: none"> WDC Wheatbelt Business Network

The following chart details the overall group ratings for the ideas suggested by group 5, with the focus on creating a reliable transport network which encompasses the Bindoon bypass but had a broader scope of what the whole area needed. In addition, the group's focus was on development but balancing this with the rural amenity and lifestyle.

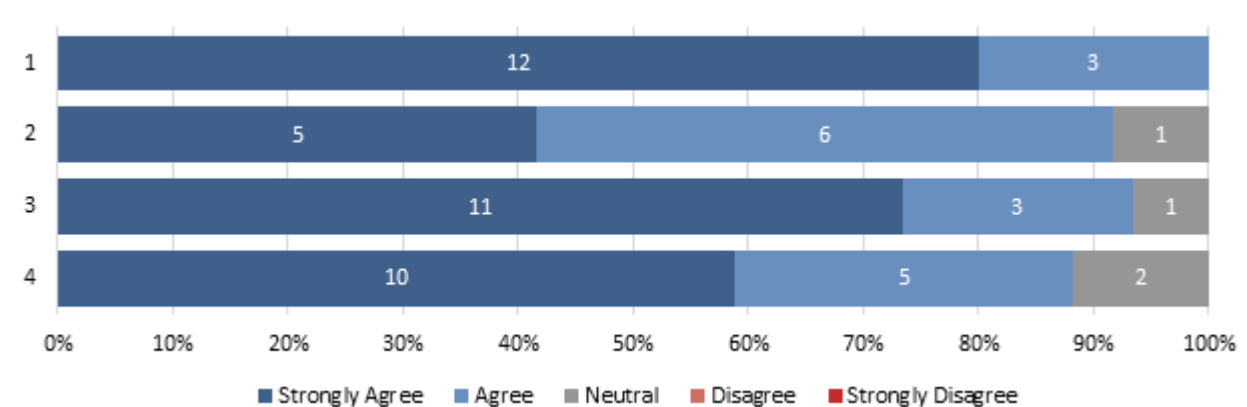


Group 6

No	Priority Area	Role of the Shire	Role of other players (what and who)
1	Logistics	(Blank)	(Blank)
2	Tourism, rural lifestyle	<ul style="list-style-type: none"> Diversify food options, marketplace supply facility (shared facility) 	<ul style="list-style-type: none"> Local business Social media
3	More support for development applications	<ul style="list-style-type: none"> Advocate and support Not just administer 	(Blank)
4	Branding Shire of Chittering to have a town centre	<ul style="list-style-type: none"> Rebrand the area, cafes, restaurant 	<ul style="list-style-type: none"> Community Already have "Northern Valleys"

The following chart details the overall group ratings against the ideas suggested by group 6, with logistics and conversation around again the Bindoon Bypass receiving the greatest level of agreement, followed by more support for local government development applications to support growth.

This group had a suggestion that wasn't repeated by any other group but was supported, this was to rebrand the Shire to have a town centre. When this idea was openly discussed the idea behind this was that the Shire of Chittering isn't actually a place or suburb, and work on creating a local identity could be a positive.



8 Community workshops

Summary

The Shire of Chittering with Aha! Consulting facilitated four community workshops across Bindoon, Chittering, Wannamal and Muchea areas as part of the overall engagement process. The purpose of these sessions was to listen directly to residents and community groups about what they value most, what needs attention, and what aspirations they hold for the next ten years.

Each workshop encouraged open, informal conversation, supported by Shire staff and local elected members. Participants reflected on:

- What they love about their community
- What needs improvement or change
- What they want to see for the future
- What role Council and community can play together

Across all four workshops participants celebrated a strong sense of belonging, volunteerism and pride in their suburb areas. Key community assets repeatedly mentioned included:

- **People and groups** – CWA, Men's Shed, local hall/sport centres, local volunteers, emergency services, and individuals such as Annie at the Bindoon Library and Lee Martin for their decades of service.
- **Places and facilities** – Bindoon Library, community halls, ovals/park spaces, fire brigades, Chittering Lakes, and the natural bushland that defines the rural landscape of each area were highly valued.
- **Events and traditions** – Taste of Chittering, Wannamal Long Table Dinner, local markets, playgroups, and sporting clubs that bring residents together

There were five key priority areas that were consistent across the four workshops.

Community and Lifestyle

Residents consistently emphasised the importance of retaining the Shire's rural character – open spaces, trees, peace, and a country lifestyle balanced with improving access to essential services.

Economy and Local Business

Participants recognised opportunities in tourism and agritourism to improve the local economy and attract visitors. This is recognised as a way of increasing income for the area without impacting their lifestyle. The Bindoon Bypass was seen as both a challenge and opportunity: while it may divert passing traffic, it also opens possibilities for placemaking, town centre activation and destination development that community feel will be a positive to the future of the area.

Infrastructure and Services

Across sessions, community members identified the need for:

- Road maintenance
- Local retail and dining options, particularly in Lower Chittering and Muchea
- Improved communication phone service for areas
- Continued investment in recreation, libraries, and community spaces that are older

Environment and preservation

Protecting natural assets, tree cover, green belts, and ensuring future development that fits the aesthetics of the area was collectively a priority. Participants want to see development occur in balance with sustainability and preservation of rural landscapes, but not at the cost of the lifestyle that brings people to the area.

Council Relationships

Workshop conversation highlighted a desire for transparency, consistency and genuine communication between Council, the Shire and community. There are some mixed feelings around trust for the Council/Shire and their ability to meet community expectations with their current resourcing and finances.

The four community workshops provided an opportunity for deep and authentic conversations with each other, Shire staff and elected members. The feedback from people attending was positive, they just reiterated that they want to see follow up action and not just a document with promises. While each locality had some varying distinct strengths and needs, the overarching message residents want to see is some growth that respects rural values and their unique lifestyle.

Wannamal

A community workshop was held on Monday evening 15 September with 11 participants. Wannamal is a special and unique community in the Shire of Chittering. The community has a proud history of resilience, self-help, and strong social connection. Local traditions, facilities, and activities highlight the importance of belonging, heritage, and collective contribution to their unique community life. The community run their own centre and are very proud of their financial sustainability that was gifted by a long-term local family as a beneficiary. The main themes summarised from their community Gems and strengths were:

Community Spirit & Heritage

- Deep sense of belonging supported by strong community groups.

- Longstanding traditions such as the Wannamal Long Table Dinner and tennis club (100 years old and thriving).
- Strong history and heritage preserved, including townsite centenary in 2004.
- Recognition of local contributions through life memberships, student awards, and community honours.

Active Clubs & Groups

- Tennis, pickleball, badminton, and book clubs providing diverse recreation.
- Volunteer-driven initiatives such as the local fire brigade and ambulance service.
- Self-help ethos, with locals managing their own bookings, cleaners, and community facilities.

Facilities & Services

- Thriving community centre and new hall, supported by multiple generations.
- Facilities used by outside organisations (e.g., caravan clubs), creating broader connection.



8.1 Planning for the future community plan

The group worked together to work through a SWOT analysis activity. This was a practical tool for understanding the needs and opportunities of a community. It helps identify the communities:

- **Strengths:** What's working? Think about the wider community and the shire.
- **Concerns:** What's not working? Think about the wider community and the shire.
- **Possibilities:** What could be done to make the most of the strengths and/or address the concerns?
- **Risks:** What are the risks if the concerns are dealt with?
- **People:** Other than the Shire, who are the people in our community who could be part of realising the possibilities?

By looking at these five areas together, a SWOT provides a balanced picture of where the community is now and what it needs to thrive. This process gives participants and the Shire a shared foundation for planning, making priorities clearer, and ensuring strategies are both realistic and community-driven.

The priority possibilities for Wannamal area:

- Bypass project
- Improving the usage of our train track
- Resurfacing and widening Bindoon-Moora road
- Support the current local business
- Truck bay facilities (toilets/bins)
- Safer school bus pickups and drop offs
- Communication – telephone service needs work

Strengths	Concerns
<ul style="list-style-type: none"> • Environment • Community spirit • Resilience • Work ethic • Welcoming community 	<ul style="list-style-type: none"> • Roads • Rubbish – home collection • Environment • Security • Rates • Communication – telephone • Fire • Improve compound recycling • Water
Possibilities	Risks
<ul style="list-style-type: none"> • Bypass – when • Improving the usage of our train track • Resurfacing and widening Bindoon-Moora road • Local business • Truck bay facilities (Toilets Bins) • Safer school bus pickups and drop offs • Communication – telephone 	<ul style="list-style-type: none"> • Accidents • Lack of new community members • Tourism • Young families moving to area • Communication – emergency services, safety issue • Subsidies for tanks
People	
(Blank)	

Strengths	Concerns
<ul style="list-style-type: none"> • Biodiversity strategy and environmental protections policies • Community centre and committee of volunteers/engaged residents • VBFB local knowledge is good • Community connectivity, community hubs, resilience 	<ul style="list-style-type: none"> • Rural road safety/maintenance • Diversity across different areas – awareness of competing needs/wants community priorities in each different area • High school/primary schools are vast distances away, busses are long commute

<ul style="list-style-type: none"> Productive farming district Close proximity to Perth, reduced travel times access city services (also a concern) 	<ul style="list-style-type: none"> No/limited high school options but are very far away Compliance with planning approvals/limited in managing Aging population limited services locally Communication infrastructure needs to be better and power outages
Possibilities	Risks
<ul style="list-style-type: none"> Attract new residents to rural community without losing rural amenity Manage development to be in keeping with the rural community Open some areas for smaller blocks/rural residential in appropriate areas close to existing townsites/services. Retain farming areas Bindoon bypass and seal rural roads to improve road safety Agro tourism – dark skies/wildflowers preserve natural assets 	<ul style="list-style-type: none"> Bindoon townsite is limited for expansion with physical constraints such as Brockman River/Highway and limits in sewerage and water Windfarms/green energy need to be carefully managed so not to the detriment of rural community/surrounding properties and amenity preservation for wider communities Needs of rural//farming sectors overlooked for increasing needs of residential developing areas
People	
<ul style="list-style-type: none"> Main roads Education dept Telstra/Western Power Landcare Department of water Feral animals/DPIRP Ambulance services are too far away State and federal governments 	

8.2 Priorities for the future

As a large group the Wannamal participants felt there were three main themes to consider for the new community plan.

- Community
- Economy
- Natural and built environment

Two groups worked across these three themes to identify their top 5 priorities for each, discussing the role of the Shire and other stakeholders.

Community

Priority area	Role of the Shire	Role of other players (what and who)
Roads	<ul style="list-style-type: none"> Conditions 	<ul style="list-style-type: none"> Shire to push Community canvas
Water (rain water)	<ul style="list-style-type: none"> Facilities Strategic water supply 	<ul style="list-style-type: none"> Shire

Caravan, Robert Hindmarsh Rest Area	<ul style="list-style-type: none"> Build ablution blocks/upgrade 	(Blank)
Events – not just sport	<ul style="list-style-type: none"> Tour bus: wildflower area Have a look around – what/where to go 	<ul style="list-style-type: none"> Where not to go – tour of farms during spring harvest season? Tourism centre
Services emergency	(Blank)	(Blank)
Priority area	Role of the Shire	Role of other players (what and who)
Community hall and facility	<ul style="list-style-type: none"> Building/grounds maintenance renewal/ Grant funding, Community support for committee participation Online booking/space to go for committee to run 	<ul style="list-style-type: none"> Renewal/grant funding expansion
Tourism	<ul style="list-style-type: none"> Upgrade Robert Hindmarsh Rest Area, develop other attractions Tea rooms/farm shops to attract visitors 	<ul style="list-style-type: none"> Economic development
Council/Shire staff should go visit all areas to see what's there	<ul style="list-style-type: none"> Annual visits/field trips – too see what is in each area/differences in each area 	(Blank)
Community sport, youth activities, local events	<ul style="list-style-type: none"> Attract/retain participation, new visitors to the area 	(Blank)

Economy

Priority area	Role of the Shire	Role of other players (what and who)
4	<ul style="list-style-type: none"> Farms Workers – staff quarters Work? 	<ul style="list-style-type: none"> You guys
1	<ul style="list-style-type: none"> Transport – roads 	<ul style="list-style-type: none"> Shire Main roads (state) Sub-contracting
2	<ul style="list-style-type: none"> Accommodation Caravan park sites 	<ul style="list-style-type: none"> Shire – sustain small business
1	<ul style="list-style-type: none"> Town site – promote (build up) 	<ul style="list-style-type: none"> Crown land – park (botanical)
3	<ul style="list-style-type: none"> Sustainable energy? Powerlines 	<ul style="list-style-type: none"> Wind farms

Priority area	Role of the Shire	Role of other players (what and who)
Agriculture	<ul style="list-style-type: none"> Zoning/planning policy 	<ul style="list-style-type: none"> State and federal gov global markets
Housing/Accommodation Staff and residents options	<ul style="list-style-type: none"> Reduce red tape Build approvals Agricultural resource – workers accom is x use? Address changing this 	(Blank)

Tourism – agro tourism	<ul style="list-style-type: none"> Release commercial land Activate spaces/attract business 	(Blank)
Bindoon bypass/rural road network	<ul style="list-style-type: none"> Advocate development and maintenance Rural/local roads – budget sealing and maintaining safe roads 	<ul style="list-style-type: none"> Main roads/state and fed gov
Tree change retirees – require more services for aging population	<ul style="list-style-type: none"> Advocacy for better rural services 	<ul style="list-style-type: none"> Service providers funding

Natural/Built

Priority area	Role of the Shire	Role of other players (what and who)
(Blank)	<ul style="list-style-type: none"> Accommodation Resort 'new vines' > Mogumber Rodeo 'hub' 	(Blank)
(Blank)	<ul style="list-style-type: none"> Reserve – botanical gardens, indigenous plant 	(Blank)
(Blank)	<ul style="list-style-type: none"> Health – centre 	(Blank)
(Blank)	<ul style="list-style-type: none"> Farming – touring groups 	(Blank)
(Blank)	<ul style="list-style-type: none"> Free camping – off grid Wannamal > niche 	(Blank)

Priority area	Role of the Shire	Role of other players (what and who)
Preserve and promote natural environment	<ul style="list-style-type: none"> Retain corridors and planning policy to ensure compliance 	<ul style="list-style-type: none"> DWER
Preserve farming land	<ul style="list-style-type: none"> Zoning and planning policy 	<ul style="list-style-type: none"> State and federal gov compliance enforcement
Bushfire management	<ul style="list-style-type: none"> Careful prescribed burning and verge management to reduce fuel loads and reduce weeds 	<ul style="list-style-type: none"> DFES Main roads/railway
Rural residential development to retain rural character	<ul style="list-style-type: none"> Planning policy/zoning 	<ul style="list-style-type: none"> Dept of planning
Accommodation – workers and housing, tourism	<ul style="list-style-type: none"> Planning policy and ease application process 	(Blank)

Muchae

A community workshop was held on Monday evening 9 September with 12 participants. Muchea is an active sporting community with a new well used sporting facility at the heart of the community. The community gems highlight a place that treasures its natural environment and rural character much like the other areas of Chittering. The main themes summarised from their community Gems and strengths were:

Rural lifestyle

- Rural amenity and lifestyle living
- Walk trails and nature walks
- Regional botanical garden
- Greenery and open spaces
- Historical names and heritage

Tourism and food events

- Taste of Chittering festival
- Wear Your Wellies event
- "Pick your own" farm experiences
- Local bakehouse
- Wineries and brewery

Recreation and sport

- Mountain bike trail, park, and lift
- Cycling infrastructure and paths to community nodes
- Local museum
- Men's Shed
- Sporting clubs and activities

8.3 Planning for the future community plan

The group worked together to work through a SWOT analysis activity. This was a practical tool for understanding the needs and opportunities of a community. It helps identify the communities:

- **Strengths:** What's working? Think about the wider community and the shire.
- **Concerns:** What's not working? Think about the wider community and the shire.

- **Possibilities:** What could be done to make the most of the strengths and/or address the concerns?
- **Risks:** What are the risks if the concerns are dealt with?
- **People:** Other than the Shire, who are the people in our community who could be part of realising the possibilities?

By looking at these five areas together, a SWOT provides a balanced picture of where the community is now and what it needs to thrive. This process gives participants and the Shire a shared foundation for planning, making priorities clearer, and ensuring strategies are both realistic and community-driven.

The priority possibilities for the Muchae area:

- Bypass enables expansion of rural living conveniently
- Other entertainment area/precinct
- Growth - employment opportunities
- Provenance food
- Function centres
- Shopping centres

Strengths	Concerns
<ul style="list-style-type: none"> • Ability to deliver capital projects • Cattle sale yard • Horticulture (insectary) • Industrial Park/transport • Growing region, close to city • Growing region, close to city • Attracting people/population • Destination/opportunity • Bindoon Belles • Bypass 	<ul style="list-style-type: none"> • Loss of business from bypass Bindoon • Capacity to deliver on LGA responsibilities (state gov funding) • Offset area as part of state development • Destroying environment • Overdevelopment • State government plan for shire • Limited tourist destinations • Eye sores: transport depot, industrial growth
Possibilities	Risks
<ul style="list-style-type: none"> • Bypass enables expansion of rural living conveniently • Other entertainment area/precinct • Growth = employment opportunities • Provenance food • Function centres • Shopping centres 	<ul style="list-style-type: none"> • Not being able to keep service standards with growing community • Ellenbrook is closest main shopping precinct • Other services getting more remote, e.g., Joondalup Hospital creep • Crime, undesirables • Rapid uncontrolled growth, infrastructure • Water, power, sewerage • Bypass

People
<ul style="list-style-type: none"> • Tronox • Bindoon Belles, fire brigades, Men's Sheds, new residents

8.4 Priorities for the future

As a large group the Muchae community felt there were three main themes to consider for the new community plan.

- Vibrancy - Economy
- Connection
- Growth - Natural and built environment

Groups worked together to identify their top 5 priorities for each of these theme areas, discussing the role of the Shire and other stakeholders.

Vibrancy – economy

Priority area	Role of the Shire	Role of other players (what and who)
Tourism	<ul style="list-style-type: none"> • Big shire run events • MTB park development • Attract big events to Shire 	<ul style="list-style-type: none"> • Community groups to host events • Cycle path – Bindoon, Muchea • Cross-country trail (Cyclewest) • E.g., trail run
Small business	<ul style="list-style-type: none"> • Assist in advertising • Business directory • Processes in place, less red tape • Assist with grant funding – applications 	<ul style="list-style-type: none"> • Grants • CTBA (connection, now NUBTA) • Private sector • Banks • Wheatbelt development
Big business (industrial park)	<ul style="list-style-type: none"> • Advocate for improved services (water, sewage, power) • Streamline approval process • Quality assurance of development 	<ul style="list-style-type: none"> • State government • Western Power • Developers • Muchea Water
Hospitality – small stay, wineries/ breweries	<ul style="list-style-type: none"> • Water sampling, etc., complimentary 	(Blank)

	<ul style="list-style-type: none"> Streamline processes to get development working it food trucks/short stays 	
Small business not operating (only from home, retail)	<ul style="list-style-type: none"> Land aside to assist with commercial buildings 	<ul style="list-style-type: none"> State government Developers

Connection

Priority area	Role of the Shire	Role of other players (what and who)
Sporting groups	<ul style="list-style-type: none"> Local directory (hard copy), encourage 	(Blank)
Other community groups – find your tribe in the community	<ul style="list-style-type: none"> Local directory (hard copy), e.g., Brockman Centre – to be encouraged and funded for maintenance 	<ul style="list-style-type: none"> Funding via grants Local business incorporating/ supporting NFP
Youth group activity – Muchea	<ul style="list-style-type: none"> Maybe shire can initiate home schoolers/Immaculate Heart/ Bindoon PS interacting with community groups (via excursions) 	<ul style="list-style-type: none"> Home schoolers/Immaculate Heart/ Bindoon PS to interact with community groups (via excursions) NFP
New residents welcomed	(Blank)	(Blank)

Growth – built and natural

Priority area	Role of the Shire	Role of other players (what and who)
Protection of natural environment	<ul style="list-style-type: none"> Retaining vegetation for subdivisional areas Defining vegetation areas of importance and rehabilitation Protection of natural environment in all circumstances Due to south region/Peel region Push state gov to either: <ul style="list-style-type: none"> Redirect LGA rates to northern Shires, being they have been “deprived” of development as 	<ul style="list-style-type: none"> Developers State gov

	<p>“we” are offset for “their” development</p> <ul style="list-style-type: none"> o State government to fund conservation of offset areas via development approval applicants 	
Higher densities concentrated in townsites	<ul style="list-style-type: none"> • Planning strategy review 	(Blank)

Lower Chittering

A community workshop was held on Monday evening Wednesday evening 17 September with 12 participants. Lower Chittering had a small attendance rate from the overall registrations, the group worked together to have one conversation across the evening, and it was very friendly and deep. The main themes summarised from their community gems and strengths were:

Character of the area

- Peaceful and rural lifestyle
- Maintain green belts and prevent excessive subdivision.
- Protect the country feel of Lower Chittering while balancing growth.
- Desire for sustainability and eco-friendly practices

Community and social life

- Strong sense of community connections:
 - o Local groups (CWA, Men’s Shed, creative groups).
 - o Closed Facebook groups in estates like Blue Plains/Hidden Valley/Park Estate.
 - o Volunteer networks such as LCVBF.
- Continued community involvement in Shire-run initiatives.

Amenities

- Promotion of natural reserves and public green spaces for locals and visitors.
- Desire to remain connected yet rural:
 - o Close to Tonkin Highway, Great Northern Highway, airport, and Muchea depot.

8.5 Planning for the future community plan

The group worked together to work through a SWOT analysis activity. This was a practical tool for understanding the needs and opportunities of a community. It helps identify the communities:

- **Strengths:** What's working? Think about the wider community and the shire.
- **Concerns:** What's not working? Think about the wider community and the shire.
- **Possibilities:** What could be done to make the most of the strengths and/or address the concerns?
- **Risks:** What are the risks if the concerns are dealt with?
- **People:** Other than the Shire, who are the people in our community who could be part of realising the possibilities?

By looking at these five areas together, a SWOT provides a balanced picture of where the community is now and what it needs to thrive. This process gives participants and the Shire a shared foundation for planning, making priorities clearer, and ensuring strategies are both realistic and community-driven.

The priority possibilities for Lower Chittering area:

- A clear policy regarding planning approvals that allow complete clearance of blocks
- Opportunity for more café/restaurant community gathering areas
- Multi generational club/centre/pub
- Walk trails suitable for families

Strengths	Concerns
<ul style="list-style-type: none"> • Spring fest • Taste of Chittering • Community connection • Potential for tourism development 	<ul style="list-style-type: none"> • population density • Protection of flora and fauna • Elder allocation of green corridor/zones • Chittering wildlife carers and land care do not work together • Unreliable communication
Possibilities	Risks
<ul style="list-style-type: none"> • A clear policy regarding planning approvals that allow complete clearance of blocks • Opportunity for more café/restaurant community gathering areas • Multi generational club/centre/pub • Walk trails suitable for families 	<ul style="list-style-type: none"> • Vulnerability with bad communication
People	
<ul style="list-style-type: none"> • Didn't have time to complete 	

8.6 Priorities for the future

As a large group the Lower Chittering community felt there were three main themes to consider for the new community plan.

- Community
- Economy
- Natural and built environment

Groups worked together to identify their top 5 priorities for each of these theme areas, discussing the role of the Shire and other stakeholders.

Priority area	Role of the Shire	Role of other players (what and who)
Fluid amenities for tourism and community	(Blank)	(Blank)
Pub/cafe	(Blank)	(Blank)
Rally event Leverage on other events for economy	<ul style="list-style-type: none"> • Way to open up/community to use events • Build upon what's happen 	(Blank)
Spring fest Taste Chittering	<ul style="list-style-type: none"> • Build up leverage 	<ul style="list-style-type: none"> • Community need to all support and collaborate
New Chittering hub/hall next to fire station	<ul style="list-style-type: none"> • Keep it going/priority 	(Blank)

Priority area	Role of the Shire	Role of other players (what and who)
Green belts	(Blank)	(Blank)
Building policy, reflects the area	(Blank)	(Blank)
Walk trails, walking area, bridle paths	<ul style="list-style-type: none"> • Don't have a lot walk communication/brochure 	<ul style="list-style-type: none"> • Peace be still

Policy for waste, zone for developers – green belt, flora/fauna	(Blank)	(Blank)
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Bindoon

A community workshop was held on Wednesday evening 10 September with 23 participants. Bindoon was an exceptional group of older people, with 26 in attendance and an evening workshop that continued past two hours with deep conversation. Three people in attendance had been local residents for over 80 years. The main themes summarised from their community Gems and strengths were:

The people of Bindoon

- **Ernie Parkinson, Rhonda Walsh, Lee Martin, Annie (library)** – recognised for lifelong service, leadership, and community involvement.
- **Lee Martin** – decades of service, including Shire President and JP.
- **Annie at Bindoon Library** – highly valued for running activities and creating a hub for all ages.
- **Retirees & seniors** – actively contribute, from community care to supporting children.

Community groups and services

- **CWA (Bindoon Bells, craft, community support)** – strong network of women supporting culture, craft, and care.
- **Men's Shed** – central place for connection, wellbeing, and skill-sharing.
- **Chinkabee group (since 1974)** – an example of community-built infrastructure.
- **Op Shop & Playgroup** – grassroots support and connection.
- **Volunteer emergency services** – ambulance, VFB volunteers, local fire brigades.
- **Chittering Home Care & Chittering Health initiative** – resident-driven health and care services.
- **Bindoon Theatre group (BEAT)** – local arts and culture.

Community spirit and identity

- **Caring rural community** – strong ethos of looking after each other.

- **Active citizenship** – strong volunteer culture across age groups.
- **Rich history** – museum, agriculture heritage, oral history recording.
- **Community festivals & events** – Taste of Chittering, Spring Festival, Wannamal Long Table Dinner.
- **Sports & recreation** – tennis, bowls, pickleball, badminton, need to bring young people into sport.

Places

- **Chittering Lakes (Lake Needonga)** – natural gem with tourism potential.
- **Local shops, school, medical centre, library** – vital anchors of daily life.
- **Caravan park and potential accommodation** – valued, but more options needed.
- **Community centres & halls** – places for gathering and history-keeping.



8.7 Planning for the future community plan

The group worked together to work through a SWOT analysis activity. This was a practical tool for understanding the needs and opportunities of a community. It helps identify the communities:

- **Strengths:** What's working? Think about the wider community and the shire.
- **Concerns:** What's not working? Think about the wider community and the shire.
- **Possibilities:** What could be done to make the most of the strengths and/or address the concerns?
- **Risks:** What are the risks if the concerns are dealt with?
- **People:** Other than the Shire, who are the people in our community who could be part of realising the possibilities?

By looking at these five areas together, a SWOT provides a balanced picture of where the community is now and what it needs to thrive. This process gives participants and the Shire a shared foundation for planning, making priorities clearer, and ensuring strategies are both realistic and community-driven.

The priority possibilities for the Bindoon area:

- Care for all of community including seniors
- More support for community activities, Shire needs to facilitate
- Shire should cover all insurances collectively for community groups at reasonable cost to groups
- Sewerage upgrade
- Release land for development
- Increase shopping options
- Heavy haulage road completion/Bypass
- Swimming pool
- Independent living
- Heated indoor pool (small)
- Caravan park
- Backpacker accommodation
- Opening up lake Needonga as an open space for walking/recreation
- Open restaurant
- AM radio station
- "Big" sculpture
- Tennis court – school/local use
- Veterinary practice

Group 1

Strengths	Concerns
<ul style="list-style-type: none"> • Working with community groups • Rural environment and lifestyle • Chittering Home Care run by CRRA 	<ul style="list-style-type: none"> • Communication between community and Shire • Roads need maintaining • Too much outside contracting by Shire for services, e.g., road construction • Community needs to feel ownership of events and facilities
Possibilities	Risks
<ul style="list-style-type: none"> • Care for all of community including seniors • More support for community activities, Shire needs to facilitate • Shire should cover all insurances collectively for community groups at reasonable cost to groups 	<ul style="list-style-type: none"> • Failure to secure sufficient water supply for future expansion • Older people moving away • Younger people without work in the Shire
People	
<ul style="list-style-type: none"> • Community groups • Local businesses 	

Group 2

Strengths	Concerns
<ul style="list-style-type: none"> Where we live Environment Close to major services Caring community Life experience (demographic) of residents 	<ul style="list-style-type: none"> Accommodation (tourist) Lack of independent living Too much regulation Public housing to be used for locals Maintain natural environment
Possibilities	Risks
<ul style="list-style-type: none"> Sewerage upgrade Release land for development Increase shopping Heavy haulage road completion 	<ul style="list-style-type: none"> Funding Apathy Change of progressive councillors Stick to plan
People	
<ul style="list-style-type: none"> Galvanise community groups 	

Group 3

Strengths	Concerns
<ul style="list-style-type: none"> Local shops, school Community carers – support workers A beautiful place to live Country community vibes Local library – Annie Wildflowers and natural vegetation Community events 	<ul style="list-style-type: none"> Nowhere for people to move to when needing to downsize housing No access to Lake Needonga No restaurant Road repairs – fix potholes
Possibilities	Risks
<ul style="list-style-type: none"> Swimming pool Independent living Heated indoor pool (small) Caravan park Backpacker accommodation Opening up lake Needonga as an open space for walking/recreation Open restaurant AM radio station “Big” sculpture Tennis court – school/local use Veterinary practice 	<ul style="list-style-type: none"> People (long term residents) having to move out of the area Unemployment
People	
(Blank)	

Group 4

Strengths	Concerns
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<ul style="list-style-type: none"> • Community spirit and groups showing that spirit • The ratepayers (CRRPA) have set up a home care group for aged care and reports are their clients are happy with their service • I think the Shire and the people are separate. • Most people are aware of trying to keep our environment healthy 	<ul style="list-style-type: none"> • Need more to promote younger people to participate. Some young people are trying but not enough • Not enough communication between departments in the council • Not enough consistency
Possibilities	Risks
(Blank)	<ul style="list-style-type: none"> • Many folk will pack up and leave for greener helpful areas to live. Especially the aging population
People	
<ul style="list-style-type: none"> • Residence, ratepayers association • Medical centre businesses 	

8.8 Priorities for the future

As a large group the Bindoon community felt there were four main themes to consider for the new community plan.

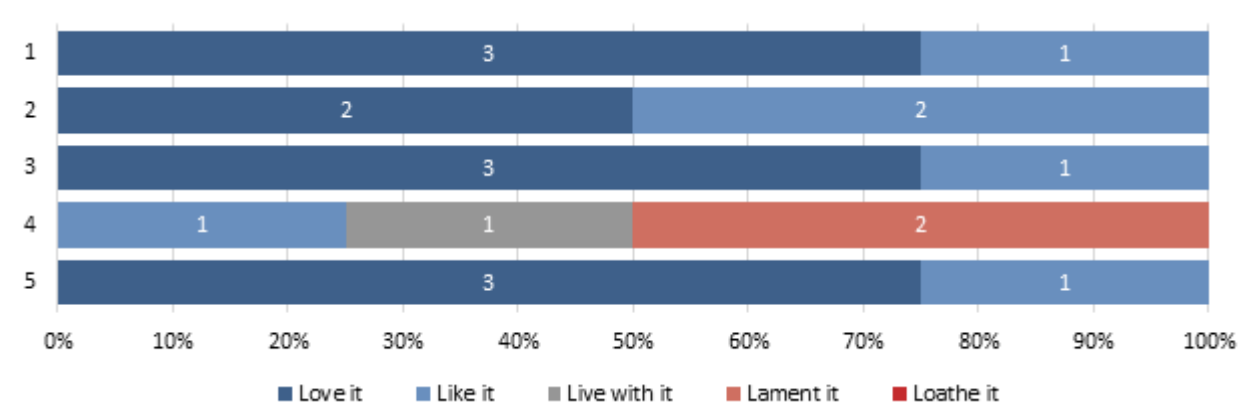
- Rural lifestyle - Natural and built environment
- Communication
- Independent living
- Economy

Independent living was a huge priority for this group, this was grouped into its own theme and explored, so it didn't spread across the other three theme areas. Groups worked together to identify their top 5 priorities for each of these theme areas, discussing the role of the Shire and other stakeholders.

Rural lifestyle (natural and built)

No	Priority Area	Role of the Shire	Role of other players (what and who)
1	Consistency	<ul style="list-style-type: none"> • One rule for all 	<ul style="list-style-type: none"> • Supportive funding
2	Commitment	<ul style="list-style-type: none"> • Stay the course 	(Blank)
3	Communication	<ul style="list-style-type: none"> • Keep trying 	(Blank)
4	Mining	<ul style="list-style-type: none"> • Advocate 	(Blank)
5	Housing	<ul style="list-style-type: none"> • Support for independent living 	<ul style="list-style-type: none"> • Release land

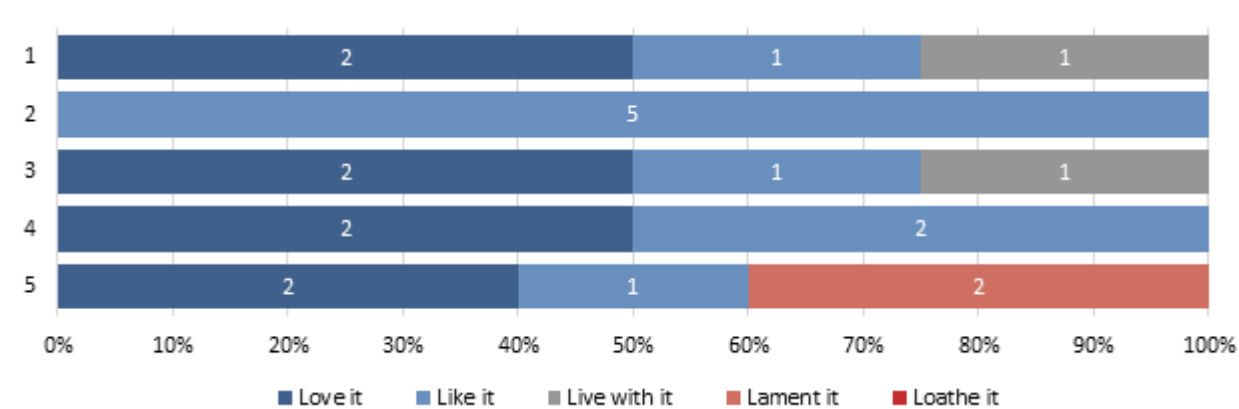
This chart below details the overall group ratings against the ideas suggested for the rural lifestyle theme. Although this activity was opened to everyone, only 4-5 people from the 23 attendees completed the task. Mining was seen as an opportunity for income, with this group of the community wanting more infrastructure and housing in their interest.



Economy

No	Priority Area	Role of the Shire	Role of other players (what and who)
1	Vintage cars annually rally	(Blank)	(Blank)
2	Golf day	(Blank)	(Blank)
3	Hotel within walking distance of shops including backpackers' accommodation	(Blank)	(Blank)
4	Community events, e.g., vintage car exhibition	(Blank)	(Blank)
5	Pool area with community grassed area, café, etc.	(Blank)	(Blank)

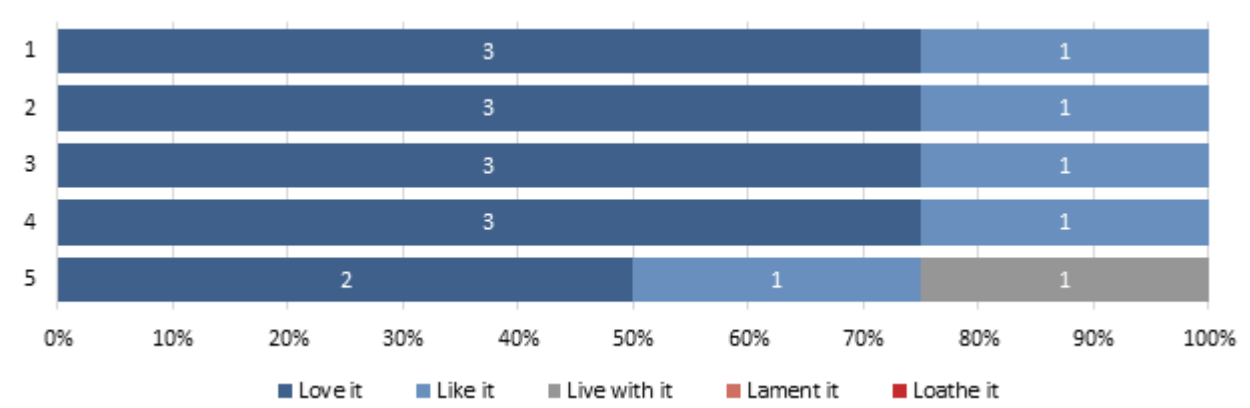
The chart below details the overall group ratings against the ideas suggested for the economy theme. Although this activity was opened to everyone, only 4-5 people from the 23 attendees completed the task. One community member in the room was focused on a pool, this however collected two votes from the five that disagreed with the idea.



Independent living

No	Priority Area	Role of the Shire	Role of other players (what and who)
1	Select a zone (area) in town of Bindoon, e.g., back of medical centre	<ul style="list-style-type: none"> Easy – Shire has land estimated for independent living, has been for 20+ years 	<ul style="list-style-type: none"> State gov support Shire with planning and building regulation. Such as in-kind support and local contractors from community
2	Subdivide STRATA to small lots 200-300m ² . Make power, water, roads (services) available	<ul style="list-style-type: none"> Do the planning to community expectations Power, water, and services Don't tell people what they need, let them decide 	<ul style="list-style-type: none"> State gov support Shire with planning and building regulation. Such as in-kind support and local contractors from community
3	Sell some lots to fund some units that Shire build and may sell	<ul style="list-style-type: none"> Approve small dwellings and Hitec/high-tech sewerage systems – no necessarily deep sewerage 	<ul style="list-style-type: none"> State gov support Shire with planning and building regulation. Such as in-kind support and local contractors from community
4	Build an ongoing community with confidence, maintain rural lifestyle and grow the towns	<ul style="list-style-type: none"> Set this type of community as an integral part of Chittering 	(Blank)
5	5-10 years time, tender for aged care	(Blank)	(Blank)

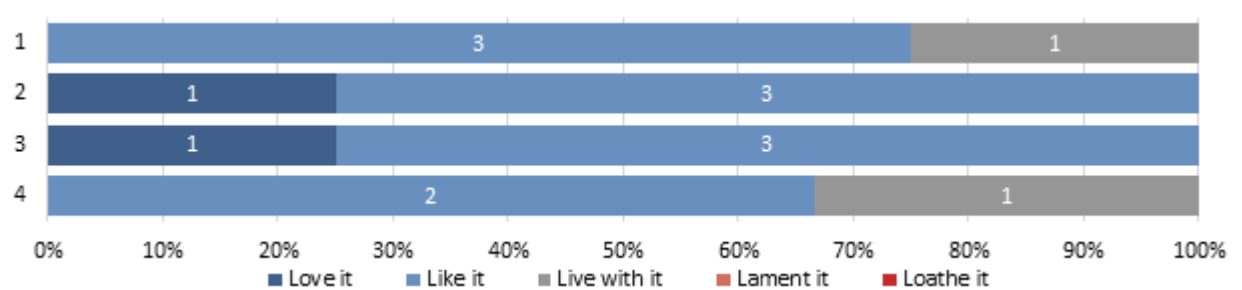
This chart below details the overall group ratings against the ideas suggested for the independent living theme. Although this activity was opened to everyone, only 4-5 people from the 23 attendees completed the task.



Communication

No	Priority Area	Role of the Shire	Role of other players (what and who)
1	Heavy haulage. The bypass. It serves businesses in Bindoon, look north and east of Bindoon	<ul style="list-style-type: none"> More transparency with the community Tourism 	<ul style="list-style-type: none"> Fed/state/local gov have a big role Road trains to consider alternate routes
2	Keep ratepayers aware of what's going on in the community. Not all older folk are computer literate	(Blank)	(Blank)
3	Communication within the Shire's own departments	<ul style="list-style-type: none"> Talk to each other especially if work needs input from several departments 	(Blank)
4	Someone from the Shire should come to all committee club meetings and events	(Blank)	(Blank)

The chart below details the overall group ratings against the ideas suggested for the communication theme. Although this activity was opened to everyone, only 4-5 people from the 23 attendees completed the task.



9 Youth survey

A separate youth survey, adapted from the community survey, was conducted separately by the Shire. Below is a summary of the survey results.

9.1 Executive Summary (for quick reference)

- Participants: 65 local high school students (aged 12–18).
- Community Sentiment: Most value *open space, rural feel, and safety*.
- Future Aspirations: 2 in 3 would consider staying, but only if jobs, affordable housing, and recreational/entertainment options improve.
- Youth Priorities: More sports/recreation, youth events, and shops. Strong support for career development and mental health initiatives.
- Concerns: Lack of local job opportunities, insufficient youth engagement, housing affordability, and risk of over-urbanisation.
- Engagement Channels: Prefer communication via schools, social media, and SMS/email.

9.2 Demographics & Participation

Age:

Majority were 14–15 years (43%), followed by 12–13 years (42%), and 16–18 years (15%)

Schools attended:

Strong representation from Swan Christian College and Immaculate Heart College, with smaller numbers from Bullsbrook College, Gingin DHS, and other schools

Employment:

- 42% currently have part-time jobs (22% locally, 11% outside Chittering).
- 28% not old enough for employment.
- 40% reported no job

Key Insights

Youth respondents represent a balanced cross-section of the community, with a strong presence from middle secondary years. Employment exposure is mixed, but many are either too young or unable to find local work opportunities.

9.3 Community Connection & Preferences

What Youth Value About Chittering

- 69% chose the *country feel / open spaces*.
- Other valued aspects: parks & recreation (11%), community events (11%), schools (6%), and local businesses (3%)

Key Insights

The rural character is the most valued attribute, with limited recognition given to services, events, or businesses. This reinforces the importance of maintaining Chittering's sense of place and environment.

Community Connection

- Most common ways to stay connected:
 - School activities (29%)
 - Social media (40%)
 - Community events (34%)
 - Local clubs/organisations (26%)
- 26% reported they *don't feel connected*

Key Insights

Schools and social media are the main avenues of connection. However, a quarter of youth feel isolated, indicating opportunities for stronger youth-focused engagement.

Future Living Aspirations

- 66% want to remain living in the community ("Definitely" 10%, "Probably" 56%).
- 34% don't see themselves staying long-term
- Key needs to stay:
 - Housing affordability and availability.
 - Jobs in the community.
 - Recreational and sporting facilities.
 - Entertainment, shops, and creative spaces

Key Insights

Youth are open to staying but conditional on improvements to lifestyle and opportunity. Without these, one-third already expect to leave the community.

Housing Preferences

- 77% prefer large blocks.
- 79% disapprove of small block developments even if needed for housing supply.
- 36% might accept smaller blocks if no other option

Key Insights

Young people show a strong preference for maintaining large properties, aligning with the rural identity they value. Resistance to densification is high, though some recognise the trade-offs.

9.4 Employment Aspirations

- Top career interests: Medicine, Sports, Technology, Mining, Mechanical.
- Other mentions: Veterinary, Mechanical trades, Architecture, Military, Hospitality, Welding
- Likelihood of finding work locally:
 - Only 21% confident (likely/very likely).
 - 50% doubtful (unlikely/very unlikely)
- How the Shire could help:
 - More tertiary options, better sports complexes, more shops/restaurants, employment and career support.

Key Insights

Youth see their future careers as diverse but largely requiring pathways beyond Chittering. There is a clear expectation for improved local opportunities and support in employment and training.

9.5 Arts, Culture & Community Life

- 48% felt arts/cultural opportunities were insufficient
- Desired events: markets, concerts/music festivals, youth activities, sporting events, rodeos, food trucks, movie nights

Key Insights

There is strong demand for creative and social events, highlighting a gap in youth-focused cultural and entertainment opportunities.

9.6 Community Investment Priorities

- Spend More: Fire prevention/safety, road maintenance, seniors programs, community/sports facilities.

Key Insights

Youth strongly prioritised safety and practical services, alongside ongoing demand for recreational infrastructure. Notably, seniors programs also received strong support, indicating intergenerational awareness.

- Spend the Same: Governance (public health; development), library services, youth programs, parks, walk trails & hangouts

Key Insights

Youth believe these areas are resourced at appropriate levels. Libraries and governance, in particular, are not viewed as needing major changes.

- Spend Less: Library services, rangers/animal control, road maintenance, events.

Key Insights

Lower priorities include libraries and ranger services, with some youth questioning large-scale event spending. Interestingly, road maintenance appeared in both “spend more” and “spend less,” showing a divide in perspectives.

9.7 Safety & Voice

- Safety: 51% feel very safe, 25% somewhat safe, but 7% feel unsafe.
- Voice: Only 14% feel their voice is always or often heard; 54% say sometimes or rarely, and 32% never.

Key Insights

Most youth feel physically safe, but a significant proportion feel unheard in community decision-making. This represents a key gap for building youth trust and participation.

9.8 Youth Support Preferences

- Perceived Opportunities: 2% excellent, 28% good, 42% fair, and 28% poor.
- Preferred Support: Career development (60%), support for schools (39%), monthly youth events (35%), youth council/advisory group (23%), and mental health programs (23%).

Key Insights

Young people perceive local opportunities as limited, with a clear demand for structured support around careers, youth events, and mental health.

9.9 Communication Preferences

- Youth want updates through schools, social media (Instagram/TikTok), and direct messaging (SMS/email)

Key Insights

Youth prefer fast, direct, and familiar channels of communication, avoiding traditional methods such as print or long-form reporting.

9.10 Part B: Qualitative Themes (Open-Ended Responses)

- Top keywords: shops, community, events, jobs, entertainment, parks, sports, housing, activities, transport.
- **Recurring themes:**
 - Need for better recreation (courts, skate park, water play).
 - Public transport access (bus/train).
 - More shops/cafés/entertainment (cinema, Woolworths, restaurants).
 - Local job and training opportunities.
 - Concern about urbanisation and loss of rural feel.
 - Strong desire for youth events and gathering spaces.

Key Insights

The qualitative responses reinforced survey findings, with consistent calls for recreation, transport, shops, and jobs, balanced by a strong desire to protect rural identity.

9.11 Part C: Synthesis & Recommendations

Major Concerns

- Limited local job opportunities and career pathways.
- Strong desire to maintain rural/country feel and large property sizes.
- Lack of entertainment, social, and recreational options.
- Mixed feelings about housing densification.
- Perception that youth voices are not heard.

Opportunities

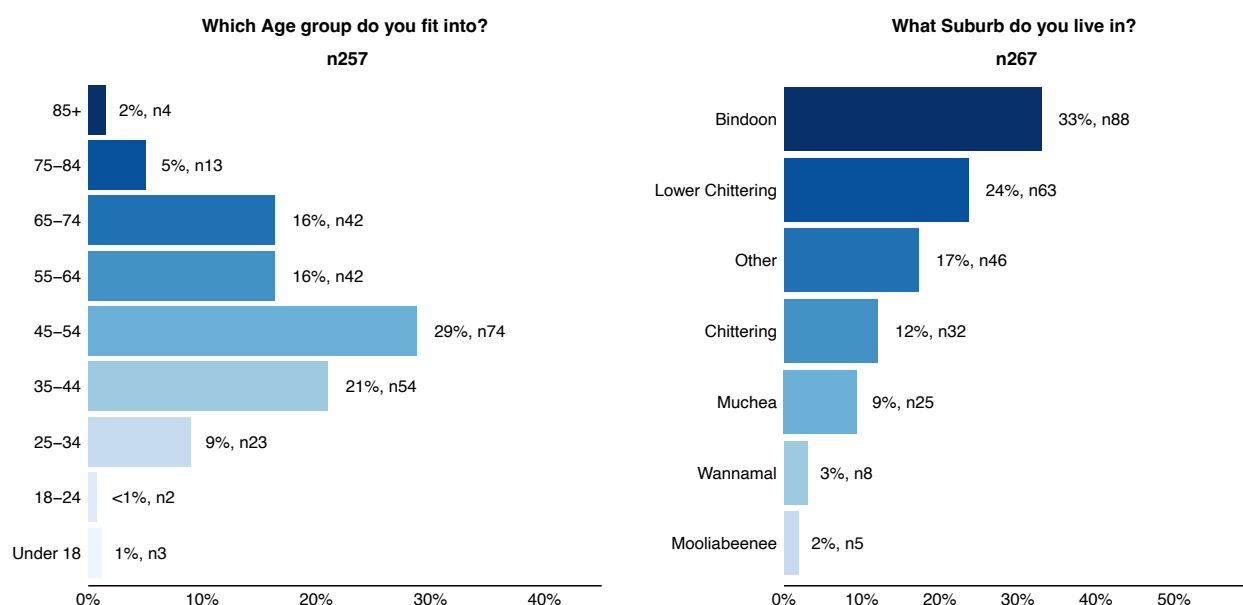
- Strong sense of community and open space values.
- Interest in more events, sports, and creative activities.
- Willingness to engage via schools, social media, and advisory groups.
- Support for investment in infrastructure like sports facilities, parks, fire safety, and road maintenance.

Recommendations

- Expand youth engagement in planning via advisory groups and regular feedback.
- Invest in diverse recreational and social infrastructure (sports, arts, events).
- Support local employment and training pathways, including partnerships with businesses.
- Balance new development with preservation of rural identity.
- Improve communication channels to keep youth informed and involved (schools, social media, SMS).

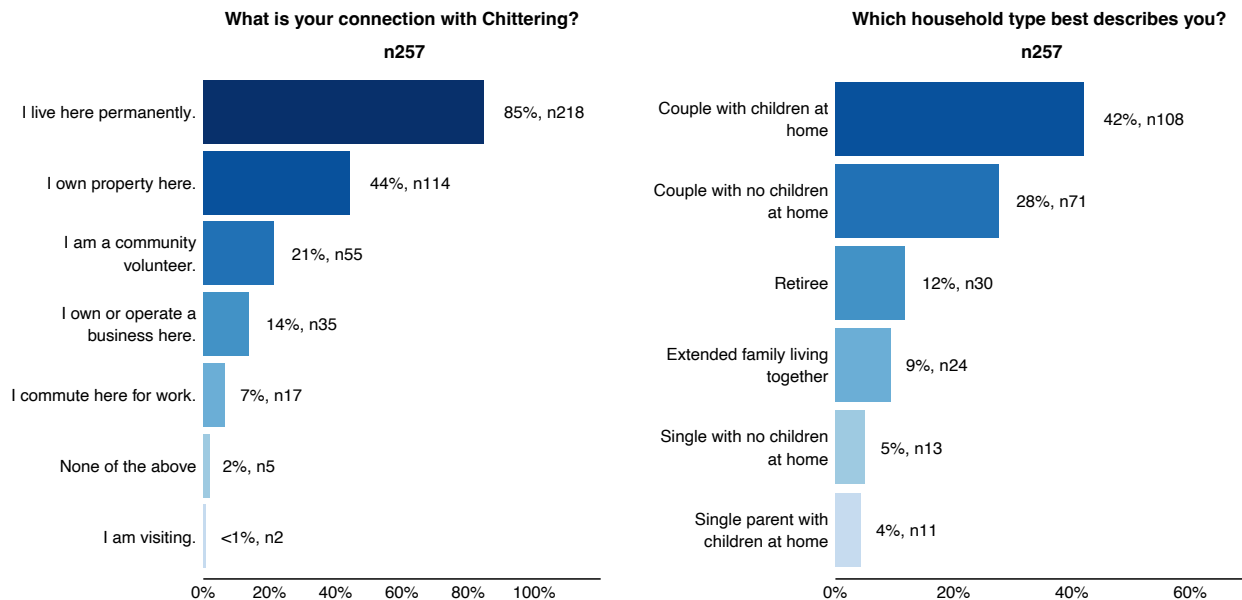
Appendix 1 - Survey Demographics

Overall, n267 people responded to the survey. Most respondents were aged between 35 and 74 years. The group included 60% females (n154), 40% males (n102), and n1 individual who responded 'other'. The table below summarises the frequency of key demographics surveyed. The most represented suburbs included Bindoon (34%, n88), Lower Chittering (25%, n64) and Chittering (13%, n33). The 'Other' option included suburbs with less than 1% representation. The full list of 'Other' suburbs is included in the Appendix.

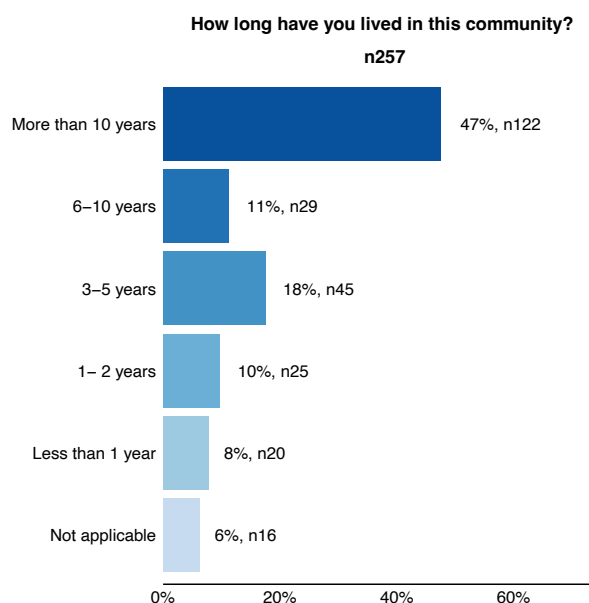


	Yes	No	Prefer not to say
Born In Australia?	70% (n180)	30% (n77)	-
Identify as Aboriginal or Torres Strait Islander?	1% (n3)	94% (n242)	5% (n12)
Speaks a language other than English at home?	10% (n25)	90% (n231)	<1% (n1)

The most common connection to Chittering were people who live there permanently (85%, n218) or people who own a property in Chittering (44%, n114; left graph). The most common household types surveyed included couples with children at home (42%, n108), couples with no children at home (n71, 28%) and retirees (n30, 12%; right graph).



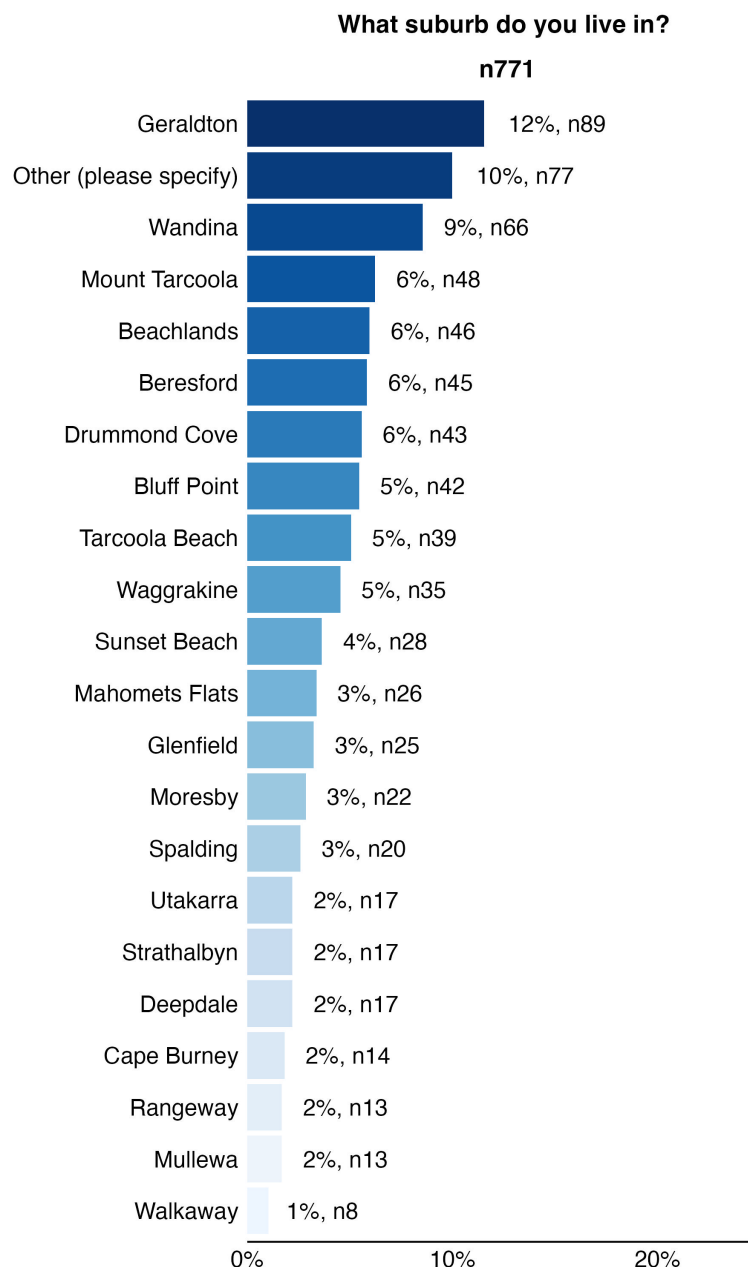
Close to half of the respondents have lived in the Chittering community for more than 10 years (47%, n122). The second most common duration was 3-5 years (18%, n45)



The community was asked if they planned to live in Chittering for the next three years. Most respondents said that they do plan on continuing to live in the Shire (88%, n225), 3% (n7) plan to move away, and 7% (n17) were unsure. Some said that the question was not applicable (3%, n8).

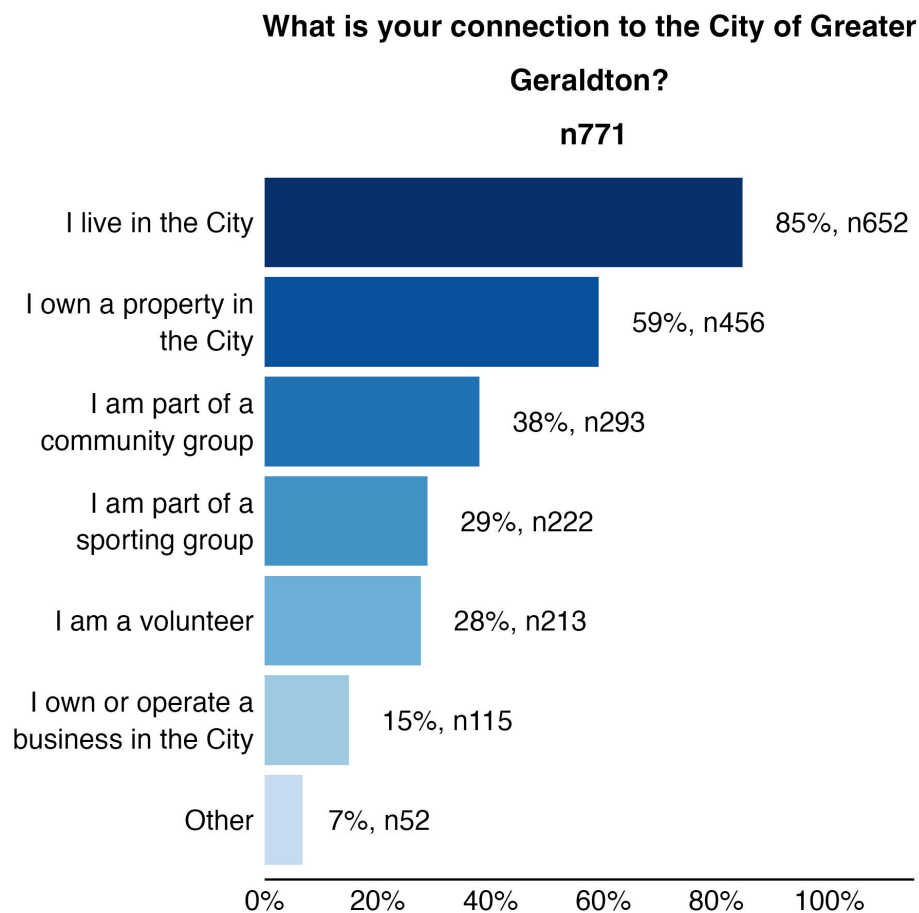
Those who plan to move away mentioned that they would like to live closer to the City, either for medical services or to be closer to family, or have another property outside of the shire.

Those who were unsure cited a mix of lifestyle, work, and personal as reasons for possibly leaving. Many want to be closer to amenities such as pools, dining, medical facilities, or work and schooling opportunities. Affordability, high rates, and property issues like flooding were noted as concerns, along with a lack of seniors housing and limited opportunities for young, career-driven women. Some mentioned that their decision depends on how well the Shire supports and respects residents' needs. Health changes, retirement planning, and family circumstances (such as NDIS housing) were also key factors.



'Other' Suburb	Frequency
6066	1
Banksia Grove	1
Bayswater	1
Breera	1
Brigadoon	1
Bullsbrook	1
Carramar	1
Como	1
Country Club	1
Ellenbrook	1
Gingin	1
Gnowangerup	1
Greenwood	2
High Wycombe	1
Madeley	1
Mindarra	1
Mount Lawley	1
Wildflower Ridge	1
Upper Chittering	1
Vsta	1
Wangara	1
Wildflower Ridge	2

Connection to the City. The most common connection to the City was living there (85%), followed by owning a property (59%). Other common connections included being part of a community group (38%), sport group (29%) or a volunteer in Geraldton (28%).



The 'other' connections to the city included the following:

Work	n23
Shopping	n2
Recreation	n3
Born in Geraldton/Prior resident	n8
Family	n6
Education	n1

Frequency of Other Languages Spoken at Home

What language other than English do you speak at home?	n
German	10
French	7
Afrikaans	5
Arabic	2
Dutch	2
Indonesian	2
Italian	2
Malay	2
Mandarin	2
Spanish	2
Tagalog	2
Thai	2
Aboriginal	1
Akwa ibom	1
Albanian	1
Chinese Han	1
Estonian	1
Filipino	1
Hindi	1
Māori	1
Marathi	1
Polish	1
Portuguese	1
Shona	1
Swiss	1
Yamaji	1

Frequency of Suburbs Represented

Suburb	n	Suburb	n	Suburb	n
Geraldton	89	Walkaway	8	Mt Scott	1
Wandina	66	Dongara	6	Mullaloo	1
Mount Tarcoola	48	Greenough	6	Nabawa	1
Beachlands	46	Rudds Gully	6	Northern Gully	1
Beresford	45	West End	4	Ogilvie	1
Drummond Cove	43	White Peak	4	Perth	1
Bluff Point	42	Karloo	3	Pindar	1
Tarcoola Beach	39	Meru	3	Point Moore	1
Waggrakine	35	Narngulu	3	Tardun	1
Sunset Beach	28	Brisbane	2	Trigg	1
Mahomets Flats	26	Chapman Valley	2		
Glenfield	25	South Greenough	2		
Moresby	22	Webborton	2		
Spalding	20	Westend	2		
Wonthella	18	Wongoondy	2		
Deepdale	17	Ambania	1		
Strathalbyn	17	Busseton	1		
Utakarra	17	City Centre	1		
Cape Burney	14	Forrester Park	1		
Mullewa	13	Kojarena	1		
Rangeway	13	Mindarie	1		
Woorree	11	Moonyoonooka	1		

Appendix 2 - Pop Ups feedback: Service level expectations

The Shire ran an additional activity at the pop-up events to determine how the community feels about the level of service provision by the Shire. Participants were given three sticky dots to identify what three services were their priority, and rate each of them according to:

- Do less
- Keep the same
- Do more

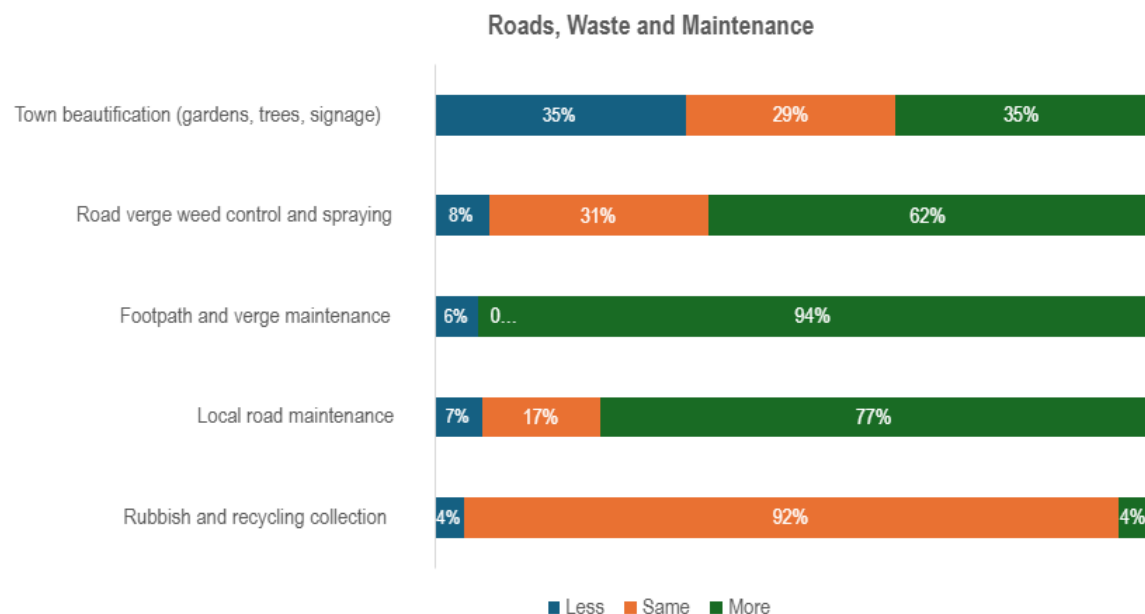
The categories of local government service delivery were:

- Roads, waste and maintenance
- Community safety and regulation
- Community life and culture
- Services for all ages
- Public space and recreation
- Economic development and tourism

The two most valued categories identified by how many votes participants allocated to services were **roads, waste and maintenance** and **community life and culture**. These were followed by community safety and regulation and services, with public space and recreation and the economic development themes the least priority.

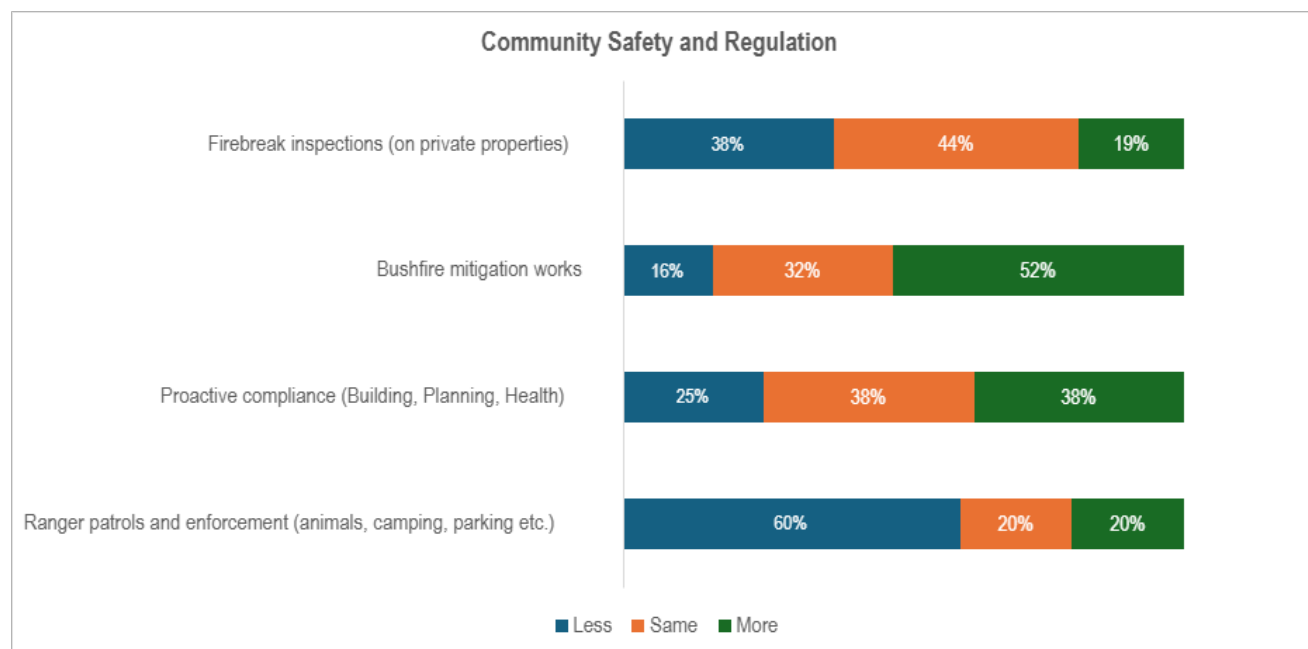
Roads, Waste and Maintenance

The community felt that footpaths and verge maintenance was the category where they wanted to see a greater level of service, followed by road maintenance and road verge weed control. Community sentiment regarding beautification of the town with gardens and trees was more mixed with roughly an even amount of people wishing for a greater level of service and a reduced level of service. Participants wish to see the level of service remain the same for rubbish and recycling collection.



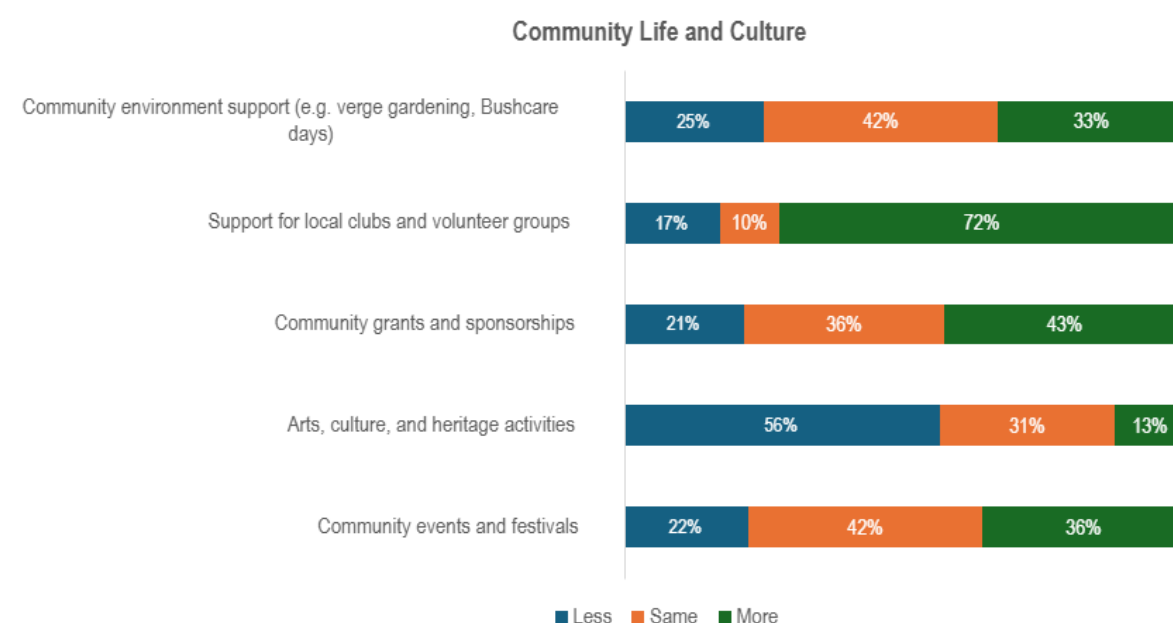
Community Safety and Regulation

Just over half of the respondents felt that bushfire mitigation required a greater level of service delivery, while ranger patrols required less. Nearly half (44%) of participants that voted in the firebreak section wanted this to stay the same, suggesting it is still a priority.



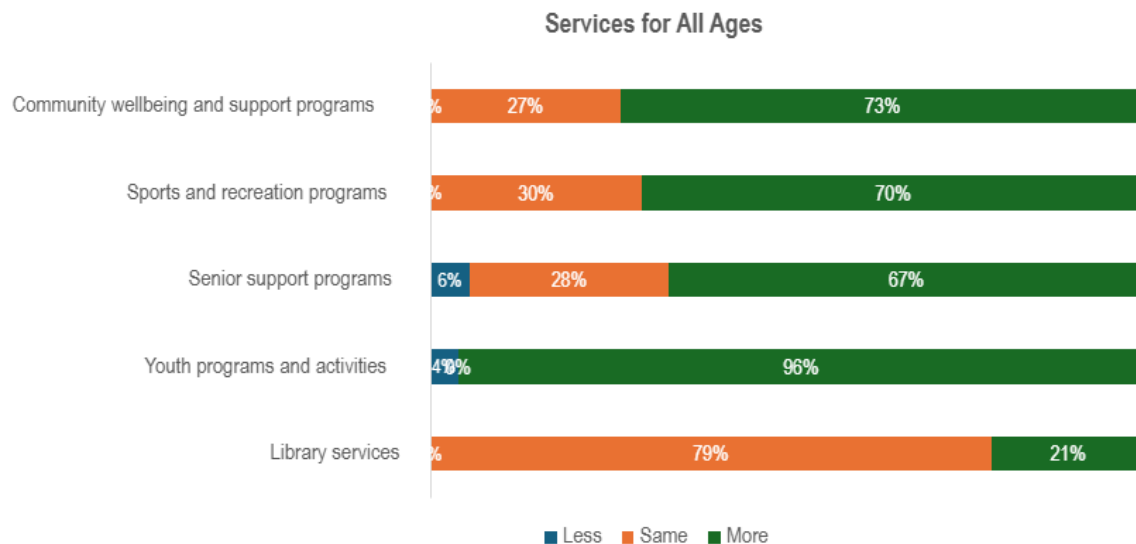
Community Life and Culture

The most valued service area and support for more action was supporting local clubs and volunteer groups, with the majority of people wanting grants and sponsorship to continue as is, or increase. The area of arts, culture and heritage was rated high for reducing the level of service.



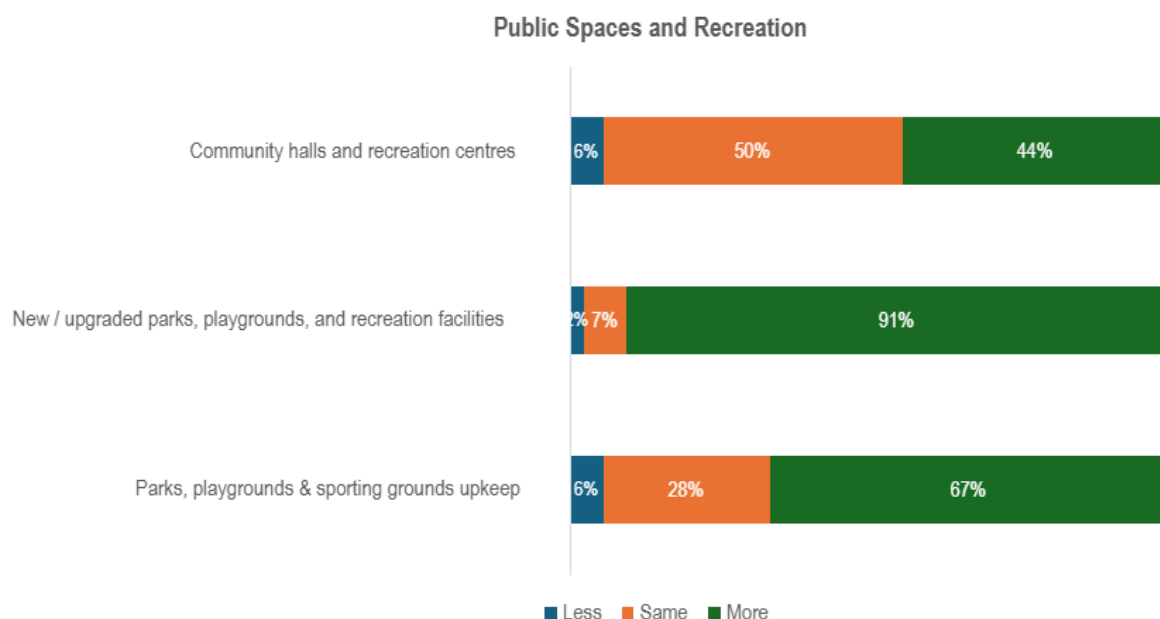
Services for all ages

Overall, all services rated highly with participants wanting an increased level of service for all services except the library, which respondents wish to see maintained at the same level of service.



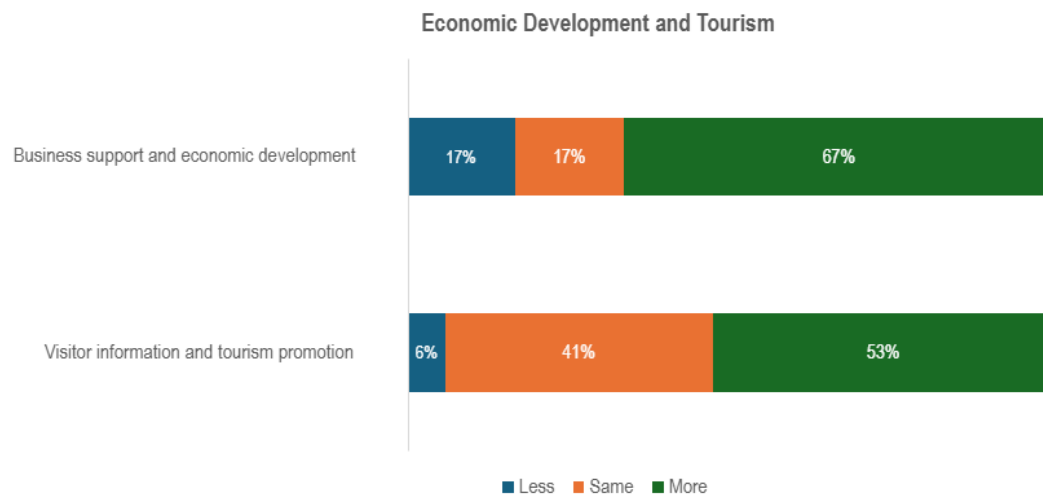
Public Spaces and Recreation

The community feel strongly (91%) that new and upgraded parks, playgrounds and facilities are required, with the upkeep of these facilities requiring a greater level of service from the Shire. Views on community halls and centres suggested a balanced feeling between keeping the same level of service and requiring more.



Economic Development and Tourism

The community that voted in this area felt that both business support and visitor Information and tourism promotion required a greater level of service delivery from the Shire. In addition, 41% of respondents wanted to keep the current level of service in tourism promotion, indicating it was valued, with very little appetite to reduce the service level in that area.



– END –

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