

"Island Style" artwork by Narelle Rens

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Redland
CITY COUNCIL

Redland City Council Community Grants Program

2010-2011

Closes Friday 29 October 2010, 4.30pm

Expression of Interest
Capital Infrastructure
Major Capital Grants
(\$10,000 - \$50,000)

Office use only
Grant ID:

1. ORGANISATION DETAILS

1.1 Organisation Details

(Organisation that is conducting the project to complete details in section 1.1, sponsoring organisation to complete section 1.2)

Organisation Name

Karragarra Rural Fire Brigade

Postal address

Does your organisation have an ABN?

No ☐

Yes ☒ ABN

No:

92247478857

Is your organisation registered for GST?

No ☐

Yes ☒

What is the status of your organisation?



(attach copies of relevant information)

☐ Incorporated Association

☐ Company Limited by Guarantee

☒ Other (provide details)

Community self-help organisation expected to fund it's own operations, purchases and expenses.

P&C and religious groups are not eligible unless working in partnership with an incorporated community organisation.

How many members does your organisation have?

18

1.2 Sponsoring Organisation Details

If a group is not incorporated and wishes to apply for a grant, the group will need to be sponsored by an incorporated organisation/body that will accept legal and financial responsibility for the project. In this case the Sponsoring Organisation details must be entered into this section (the details of the non-incorporated group should be entered into Section 1.1).



Please attach a letter agreeing to take this role from the sponsoring organisation

Sponsoring Organisation's Name

Queensland Fire & Rescue Service

Postal address

GPO Box 1425

Brisbane 4001

Post Code:

Does the sponsoring organisation have an ABN?

No ☐

Yes ☒ ABN

No:

19823962345

Is the sponsoring organisation registered for GST?

No ☐

Yes ☒

What is the status of the sponsoring organisation?



(attach copies of relevant information)

☐ Incorporated Association

☐ Company Limited by Guarantee

☒ Other (provide details)

Government agency

P&C is not eligible unless working in partnership with an incorporated community organisation.

1.3 Project contact details

Mr ☒ Mrs ☐ Ms ☐ Other ☐

Full Name

Position in Organisation

First Officer

Business hours phone number

Mobile number

E-mail

What is the purpose of your organisation?

Registered Plan No.	130218
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2.4 What is the physical address of your project?

No/park name	11
Street Address	Noyes Parade
Suburb	Karragarra Island

2.5 Who is the owner of the land or facility where the proposed project is to be located?

- ☐ Your organisation
☒ Council
☐ State Government
☐ Other (please provide details below)

2.6 Do you have a registered lease or permit to occupy for at least a three year period?

- ☒ Yes ☐ In progress
☐ No ☐ Not applicable

2.7 If you do not own the land or facility, do you have the land owner's permission to undertake the proposed project?

- ☐ Yes (please attach) ☒ In progress
☐ No ☐ Not applicable

2.8 Is the proposed project to be constructed on land controlled by an education institution?

- ☐ Yes ☒ No ☐ Please provide a letter demonstrating a commitment to community use of the facility

2.9 Do you have Development Approvals from the relevant authorities to support your proposed project?

- ☐ Yes received (please attach)
☐ No – lodged and awaiting decision (please attach evidence of lodgement)
☒ No – required and yet to lodge
☐ Not required (please provide evidence)

2.10 What is the need for the proposed project?

Negotiation between the Redlands City Council and the rural fire brigade, with support from Development Assessment have been conducted with positive support of the project in response to the following identified needs:

- Improved capacity of the rural fire brigade to respond to the needs of the community in regard to health, safety and protection of life and property.
- Provides a safe place for community meetings and consultation that is not currently available.
- provides a safe place for the facilitation of community activities that is not currently available.
- Improves the capacity for community cohesion and teambuilding.
- improves the capacity for the development of social networking within an otherwise isolated community.

2.11 Summarise your proposed projects estimated costs in the table below:

Total project costs	\$120,000
Your financial contribution	\$80,000

2. Project Details

2.1 Project Title

Karragarra Community Fire Station

Amount sought from this grant

\$38,000

2.2 Please describe your project and the activities your project will provide for.

The Karragarra Island Rural Fire Brigade is in the process of constructing a new fire station. Funding is sought to provide for a community activities room within the new fire station. This room will be within, but securely separated from, the main building to ensure that the needs of the community and the rural fire brigade are met without risk of a breach of duty of care.

2.3 What is the real property description of the principal lot of the proposed site for your project if known?

Lot Number	62
------------	----

towards the project (Amount to be 50% of grant amount sought)	
Your value 'in-kind' contribution towards the project	\$2000
Other contributions	\$
Total funding requested	\$38,000

2.12 Provide details of how your organisation will fund its contribution for the total project cost in the table below:

Source of funds	*Confirmed \$	Anticipated \$
Cash at bank allocated to this project	80,000	
Loans		
State government funding		
Federal government funding		

Certification

To be signed by the Chair, President or Chief Executive Officer of the applicant organisation.

I certify that to the best of my knowledge the statements made in this application are true:

- I understand that if the Redland City Council approves the grant, I will be required to accept the terms and conditions of the grant in accordance with Redland City Councils Audit requirements.
- I consent to the information contained within this application being disclosed to or by Redland City Council for the purpose of assessing, administering and monitoring my current and any future Redland City Council grant applications.
- I consent to be on the mailing list for use by Redland City Council to promote other Council opportunities, programs and services.
- I understand that if Redland City Council approves the grant, I will be bound by the contents of my application to carry out my project as I have described and my application will form part of my contractual agreement with Redland City Council.
- I understand that being successful under this EOI process is no guarantee that I will be successful in receiving a grant.

Name

Position in the organisation

Signature

Date

Cash donations		2000
Other (please attach details)		

*Any confirmed funding amounts listed in the above table must be supported by attaching the appropriate documentary evidence.

2.13 Please state the stage of readiness your proposed project is at.

- | | |
|---|---|
| <input type="checkbox"/> Conceptual stage | <input type="checkbox"/> Tender |
| <input type="checkbox"/> Detailed design | <input checked="" type="checkbox"/> Sketch plans |
| <input type="checkbox"/> Signed contract | <input type="checkbox"/> Ready to proceed to construction |
| <input type="checkbox"/> Other (please specify) | |

What happens next?

- Your EOI will be assessed against the criteria as set out in the Information for applicants.
- A Council officer may contact or be required to meet with you in relation to your project and ask for additional information to make an initial assessment.
- Notification of an outcome of an EOI process may take up to 4 weeks where successful applicants will be invited to make a formal application.
- You will be given 4 weeks to complete and return all relevant documentation and submit a formal application to ensure that it can be assessed.
- The final outcome of results may take up to 3 months after the formal application process has closed.
- Projects that commence prior to the announcement of results are ineligible as retrospective funding is not supported.

Important Points

- ✓ **BEFORE** you submit an EOI please ensure you have read the information for applicants.
- ✓ Only one EOI is eligible per funding round.
- ✓ Ensure that you have included all attachments required with this EOI.
- ✓ If extra room is required please provide attachments referring to the question you are responding to.
- ✓ If you have any questions in relation to preparing this EOI please contact:

The Community Grants Team
Redland City Council
Ph: 3829 8911
Email: grants@redland.qld.gov.au

2010/2011

**Opens 13 September 2010
Closes 29 October 2010, 4.30pm**

Hand deliver to:

Community Grants Team
Redland City Council
Customer Service Centres

Email:

grants@redland.qld.gov.au

Cleveland Customer Service Centre
Cnr Bloomfield and Middle Street, Cleveland

Capalaba Customer Service Centre
Capalaba Place
Noeleen Street, Capalaba

Post to:

Community Grants Team
Redland City Council
Po Box 21
Cleveland QLD 4163

Right to Information Release

5 November 2010

Your Ref: C-111-0004
Our Ref: C-111-0004
Contact: Kim Sims

[Redacted]
Karragarra Rural Fire Brigade
[Redacted]

Dear [Redacted]

**RE: Expression of Interest – Capital Infrastructure Support Applications
Round 1 – Community Grants Program**

Thank you for your Expression of Interest – Capital Infrastructure Support application for your project "**Karragarra Community Fire Station**". Applications have now been assessed and I would like to congratulate you on being successful through this process.

We would now like to invite you to submit a formal application under Capital Infrastructure Support (enclosed). An electronic version will also be sent to the email address provided in your Expression of Interest application.

When completing your application, please ensure you read the Grants and Sponsorship Program guide for information relating to the Capital Grants on page 17, the assessment criteria that your application will be assessed against on page 13 as well as ensuring you attach all relevant information required.

The closing date for the submission of Capital Infrastructure applications is 4.30pm, 3 December 2010. To lodge your application you can either email to grants@redland.qld.gov.au or submit it to our Customer Service centres in Cleveland or Capalaba.

If you have any queries in relation to your application, please do not hesitate to contact the Community Grants Team on 3829 8911.

Yours sincerely

[Redacted Signature]
Kim Sims
Community Grants Coordinator

Kim Sims

From: Kim Sims
Sent: Monday, 8 November 2010 8:30 AM
To: [REDACTED]
Subject: Community Grants Program - Invitation to Submit Capital Application
Attachments: Form C - Capital Support - Electronic Version - 12-8-10.doc
Importance: High

Good morning [REDACTED]

Thank you for your Expression of Interest – Capital Infrastructure Support application for your project “Karragarra Community Fire Station”. Applications have now been assessed and I would like to congratulate you on being successful through this process.

We would now like to invite you to submit a formal application under Capital Infrastructure Support (attached).

When completing your application, please ensure you read the Grants and Sponsorship Program guide for information relating to the Capital Grants on page 17, the assessment criteria that your application will be assessed against on page 13 as well as ensuring you attach all relevant information required.

The closing date for the submission of Capital Infrastructure applications is 4.30pm, 3 December 2010. To lodge your application you can either email to grants@redland.qld.gov.au or submit it to our Customer Service centres in Cleveland or Capalaba.

If you have any queries in relation to your application, please do not hesitate to contact the Community Grants Team on 3829 8911.

Kindest regards

Kim Sims
A/Community Grants Coordinator
Community Grants Team
Redland City Council
Tel: 3829 8912
Fax: 3829 8891

Right to Information Release

3 December, 2010

Your Ref: C-111-004
Our Ref: C-111-004
File No: C-111-004
Contact: Kim Sims

[REDACTED]
Karragarra Rural Fire Brigade
[REDACTED]

Dear [REDACTED]

Re: Community Grants Program – Major Capital Infrastructure Application

This is to acknowledge that your application for a Major Capital Grant under the Community Grants Program has been received.

Your Grant ID Number is C-111-0004. Please quote this number in any correspondence or contact you have with the Redland City Council.

Every effort will be made to ensure that notification to applicants will be made as soon as possible. Applicants are reminded as per the Information for Applicants that projects are eligible to commence once formal notification of a successful outcome has been received. Notification of results is not anticipated prior to February 2011.

Please note that Council will not release information about the grant decisions over the telephone. A formal letter notifying the application outcome will be forwarded via post.

If you have any queries, please do not hesitate to contact the Community Grants Team on 3829 8911.

Yours sincerely

[REDACTED]
Kim Sims
A/Community Grants Coordinator
Community Grants Team

From: Sandra Devine [Sandra.Devine@redland.qld.gov.au]
Sent: Thursday, 17 February 2011 11:41 AM
To: [REDACTED]
Subject: FW: Community Grants Program - Capital Infrastructure

Good Morning [REDACTED]

As an applicant under the Community Grants Program's Capital Infrastructure in 2010/11, the Grants Team is required to request permission from all applicants in relation to the Council's media release.

A media release is placed on the Council's website after the General Meeting (in this case 23 February) announcing successful applicants from that round. Mentioned in the media release are examples of some of the successful applicants including the funding amount and a brief description of the project.

We are required to seek permission from these applicants before mentioning their project so we ask that all applicants provide this to avoid any delays with the release/announcement. Would you be happy for your project to be mentioned if you have been successful.

Thank you

If you have any queries, please do not hesitate to contact me.

Regards

Sandra Devine | Admin Support Officer |
Community Grants Program | Redland City Council |
Cnr Middle and Bloomfield Streets, Cleveland QLD 4163
PO Box 21, Cleveland QLD 4163 Australia
PH: 3829 8911
sandra.devine@redland.qld.gov.au

Right to Information Release

28 February 2011

Your Ref: C-111-0004
Contact: Kim Sims

[Redacted]
Karragarra Rural Fire Brigade
[Redacted]

Dear [Redacted]

**COMMUNITY GRANTS PROGRAM
MAJOR CAPITAL INFRASTRUCTURE GRANTS – 2010/11**

Congratulations, your application **C-111-0004 - Karragarra Community Fire Station** submitted under the Major Capital Infrastructure category of the Community Grants Program is successful. The funding approved for your project is **\$38,000.00**.

The commitment of full funding from Council is conditional on the organisation providing confirmation from the land/facility owner of their permission to undertake this project. The funding is also conditional on copies of Development Approvals from the appropriate authorities. Confirmation and copies of the approvals are to be provided to the Community Grants Team before the payment can be processed.

Also, during the assessment process, it was also requested that funding would be provided with the condition that the applicant ensures the Karragarra Island community has access to the facility once constructed and for the life of the facility. The access for community use to the facility is also to be advertised to the Karragarra Island community. This access can be demonstrated in your Final Report and Acquittal form required to be submitted to Council by 12 March 2012.

All associated activities conducted and/or as a result of the project must comply with all Redland City Council's laws and regulations.

Enclosed in this funding package is:

- Two copies of your Funding Agreement;
- Grants and Sponsorship Program guide;
- A Guide to Acknowledging Council's Funding and use of logo's; and
- An Australian Tax Office Fact Sheet on 'How to set out tax invoices and invoices' (to assist in raising an invoice).

Funding Agreement

In order for payment to be generated you are required to sign the enclosed Funding Agreements that contains the terms and conditions of the grant as well as Schedules outlining the details of your project, the terms of the project, funding amount, any special conditions to funding, milestones, contact details, the use of the Redland City Council's logo and acknowledgement of funding.

Please read the Funding Agreement to ensure you understand your obligations and responsibilities and that the information in the Schedules is correct. As mentioned in Schedule A, **the completion date for your project is 24 February 2012**. Please note that if you need to extend your completion date or vary your project in any way you must firstly obtain approval from the A/Community Grants Coordinator.

Grant Payment

To receive payment you must raise and provide to us a valid tax invoice for the whole amount of the grant plus GST.

To assist you in providing us with a valid tax invoice that complies with current ATO requirements, refer to the enclosed Australian Tax Office Fact Sheet 'How to set out tax invoices and invoices', particularly example 1 of Page 2. You must provide this invoice with your funding agreement so that your payment can be processed.

Acknowledging Funding

A Guide to Acknowledging Council's funding and use of Councils logo has also been provided for your information. This guide provides information on your requirements when acknowledging Council's funding through advertising or promotion and the use of Councils logos.

Acquittal of Grant

To finalise your project, you must complete and return to the Community Grants Team the Acquittal Form at Schedule C within 14 days of the completion date – also refer to the Payment Schedule in Schedule A. Applicants that do not acquit their project are ineligible to apply for funding under Council's various funding programs until such time as they have completed this form. The Acquittal Form requires you to provide information on the project, including objectives, outputs and impact and a financial statement, including invoices/receipts, showing the funding received and spent. If you would like an electronic copy of this form please contact the Community Grants Team.

YOUR REQUIREMENTS BEFORE 25 MARCH 2011

Please ensure you correctly execute both copies of the Funding Agreement on page 16 with two signatures and return ONE copy for Council's records in the enclosed envelope to the Community Grants Team by 25 March 2011. Also ensure you return your invoice with your Funding Agreement.

If you have any queries in relation to the above, or throughout your project, please do not hesitate to contact the Community Grants Team on 3829 8911.

Once again, congratulations and we wish you every success with your project.

Yours sincerely

Kim Sims
Acting Community Grants Coordinator



Redland
CITY COUNCIL

COMMUNITY GRANTS PROGRAM FUNDING AGREEMENT

Between

Redland City Council

ABN: 86 058 929 428

("Us", "We", "Our")

and

Karragarra Rural Fire Brigade

ABN: 92 247 478 857

("You", "Your")

Major Capital Infrastructure Grant ID – C-111-0004

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Background

- A. We administer the Community Grants Program.
- B. You applied under the Community Grants Program for a Capital Infrastructure Support Grant.
- C. On 23 February, 2011, We assessed your application for a Major Capital Infrastructure Grant, and resolved to provide the Funding to You, subject to Your entry into a funding agreement.
- D. This Agreement sets out the terms and conditions upon which We agree to provide You the Funding.

Operative Provisions

1. Definitions

- 1.1 In this Agreement, unless the contrary intention appears, a word with a defined meaning has the following meaning given to that term:-

“Acquittal Form” means the form attached as Schedule C to this Agreement;

“Agreement” means this agreement including the Schedules;

“Application” means the “Application Form C” submitted by You to Us, to which this Agreement is entered into;

“Asset Register” means a written register (whether stored in hardcopy or electronic form) containing details of assets purchased in excess of \$3,000 by You using the Funding including but not limited to:

- (a) the date of purchase of each item of Equipment;
- (b) a description of each item of Equipment;
- (c) the address at which each item of Equipment is located;
- (d) the purchase price of each item of the Equipment, exclusive of GST; and
- (e) the amount of the Funding used to purchase the Equipment;

“Budget” means:

- (a) if the Special Conditions require the submission of a new budget, that budget; or
- (b) if the Special Conditions do not require the submission of a new budget, the budget contained in section 5 of the Application;

“Business Day” means the day which is not a Saturday, Sunday or public holiday in Redlands, Queensland;

“Capital Infrastructure Grant” means a category of grant under the Community Grants Program to assist organisations to build, renovate or refurbish facilities, including hard-wire technology upgrades;

“Commencement Date” means the date specified as such in Item 2 of Schedule A;

“Community Grants Program” means the program administered by Us to provide financial assistance to support local community organisations and individuals undertaking projects of benefit to the Redlands community;

“Confidential Information” means any information and all other knowledge at any time disclosed (whether in writing or orally) to You by Us, or acquired by You in carrying out the Project which:

- (a) is by its nature confidential;
- (b) is designated, or marked, or stipulated as confidential; or
- (c) You know or ought to know is confidential;

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Agreement;
- (e) is in Your lawful possession without restriction in relation to disclosure before the date of receipt of the information from Us or a third party;
- (f) has been developed or acquired by You independently of the carrying out of the Project;
- (g) is ascertainable through independent enquiries; or
- (h) is required to be disclosed pursuant to law, regulation, legal process or a regulatory authority;

“End Date” means the date specified as such in Item 2 of Schedule A;

“Equipment” means those items which by their nature constitute equipment specific to project which value is in excess of \$3,000;

“Funding” means the Funding Amount specified in Item 2 of Schedule A;

“Funding Period” means the period of time starting at the Commencement Date and ending on the End Date;

“GST” means the goods and services tax payable pursuant to the GST Law;

“GST Law” means *A New Tax System (Goods & Services Tax) Act 1999*, related legislation and any delegated legislation made pursuant to such legislation;

“Instalment” means an instalment of the Funding;

“Intellectual Property” includes patent, know-how, copyright, design, semi-conductor or circuit layout rights, trade mark, trade, business or company names or other proprietary rights and any rights to registration of such rights, whether created before or after the Commencement Date in Australia or elsewhere;

“Milestone Schedule” means the schedule of milestones/payments (being either lump sum, or by Instalment) specified at Item 3 of Schedule A;

“Moral Rights” means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing at the Commencement Date or which may come into existence on or after the Commencement Date;

“Non-GST Invoice” means an invoice to You under Clause 3 that does not provide for GST.

“Our Representative” means the person listed as Our representative at Item 1 of Schedule A or such other replacement person of whom We have notified You in writing.

“Project” means the project detailed at Item 2 of Schedule A and more fully described in the Project Description;

“Project Description” means:

- (a) if the Special Conditions require the submission of a new project description, that project description; or
- (b) if the Special Conditions do not require the submission of a new project description, the project description contained at section 3.2 of the Application.

“Project Materials” means all material created by or on Your behalf for the purpose of the Project, including documents, software and data stored by any means;

“Project Plan” means:

- (a) if the Special Conditions require the submission of a new project plan, that project plan; or
- (b) if the Special Conditions do not require the submission of a new project plan, the project plan contained at section 4 of the Application;-

“Special Conditions” means any additional conditions applicable to the Project, set out in Item 4 of Schedule A;

“Reports” means the reports containing the information specified at Item 5 of Schedule A;

“Unexpended Funding” means Funding paid to You that is unspent at the end of the Funding Period and includes Funding that is committed but unspent;

"Your Representative" means the person listed as Your Representative at Item 1 of Schedule A or such other replacement person of whom You have notified Us in writing.

2. Provision of Funding

2.1 Payment of Funding: We will provide the Funding for the Project either:

- (a) as a single lump sum payment; or
- (b) in Instalments,

as specified in the Milestone Schedule, subject to the terms and conditions of this Agreement.

2.2 Conditions which must be satisfied before payment is made: Payment of the Funding, or each Instalment of the Funding (where applicable) is conditional upon each and all of the following:

- (a) You have submitted to Us, in a form satisfactory to Us, all information, Reports and other documentation or materials required under this Agreement as at the date the Instalment or lump sum payment becomes payable and
- (b) You have met each and every obligation imposed on You under this Agreement to Our satisfaction.

2.3 Extension of the Funding Period: The Funding Period may be extended at Our discretion for a period and on the terms agreed by You and Us in writing.

3. Payment of grant

3.1 Documentation:

- (a) Before any funds are paid, you must agree to the terms and conditions listed in this document and return the signed funding agreement.

3.2 Lump sum payments:

- (a) **If you are registered for GST**, at the time you enter this agreement, raise and provide to us, a valid tax invoice for the whole amount of the grant (including GST)
- (b) **If you are not registered for GST**, you will provide to us an invoice for the whole amount of the grant (excluding GST).

All tax invoices/invoices must be addressed to **Redland City Council**.

We will provide payment to you within 30 days of the date of **receipt of your valid tax invoice/invoice and signed agreement**.

3.3 Instalment payments:

- (a) **If you are registered for GST**, We will:

- (i) at the time you enter this agreement, raise and provide to us, a valid tax invoice for the initial instalment of the grant (including GST)
 - (ii) at the time you enter this agreement, raise and provide to us, a valid tax invoice for the relevant instalment of the grant (including GST)
- (b) **If you are not registered for GST, We will:**
- (i) at the time you enter this agreement, raise and provide to us, a valid tax invoice for the initial instalment of the grant (including GST)
 - (ii) at the time you enter this agreement, raise and provide to us, a valid tax invoice for the relevant instalment of the grant (including GST)

All tax invoices/invoices must be addressed to **Redland City Council**.

We will provide payment to you within 30 days of the date of **receipt of your valid tax invoice/invoice and signed agreement**.

4. How You must deal with the Funding

4.1 Use of Funding: You must:

- (a) use the Funding solely for the purpose of the Project;
- (b) only use the Funding within the Funding Period; and
- (c) not enter into any arrangement or commitment in relation to the Project that is incompatible or inconsistent with the purpose of the Funding.

4.2 Additional Costs: Should the actual total Project costs exceed the Budget:

- (a) We will not be responsible nor obliged to pay any monies additional to the Funding; and
- (b) You are not relieved of Your obligation to complete the Project in accordance with this Agreement.

4.3 Budget: You must spend the Funding in accordance with the Budget unless otherwise approved by Us in writing;

4.4 Delayed or inactive Projects: You must notify Us immediately in writing if the Project will not be completed during the Funding Period;

4.5 Repayment of Funding: You must repay to Us:

- (a) Within 30 days of Our request or as otherwise agreed, any part of the Funding spent on purposes not approved by this Agreement.
- (b) Unless otherwise agreed, within 30 days of the earlier of:

- (i) the End Date; or
 - (ii) termination of this Agreement,
- any and all Unexpended Funding.

(c) Unless otherwise agreed, within 30 days of the earlier of:

- (i) the End Date; or
- (ii) termination of this Agreement

any difference between the actual Project costs and the Budget costs which are greater than \$100 (where the Budget costs exceed the Project costs).

5. Conduct of the Project

5.1 **Project Performance:** You must perform the Project in accordance with:

- (a) the Project Description;
- (b) the Budget;
- (c) any Special Conditions; and
- (d) any reasonable directions given by Us from time to time.

5.2 **Project Timeframes:** You must complete the Project or cause the Project to be completed, within the Funding Period and the timeframes specified in the Project Plan.

6. Compliance with law

6.1 You must:

- (a) comply with all applicable standards, laws, regulations, policies and statements;
- (b) not do anything that would cause Us to breach Our obligations under any legislation; and
- (c) hold all rights, licences and consents required to conduct the Project and otherwise fulfil Your obligations under this Agreement.

7. Personnel

7.1 **Responsibility for employees:** You acknowledge that all personnel employed or otherwise engaged by You in the conduct of the Project shall be Your sole responsibility.

7.2 **Appropriate personnel to perform the Project:** If the Project involves the Funding of a position within Your organisation, the position must be filled by a person that has appropriate skills, qualifications and experience for that position.

8. Equipment

8.1 Maintenance of an Asset Register: You must maintain an Asset Register for each item of Equipment purchased using the Funding and valued over the amount set out in Item 6 of Schedule A.

8.2 Contents of the Asset Register: You must ensure that:

- (a) all items of Expenditure are recorded in the Asset Register;
- (b) the Asset Register is kept current at all times; and
- (c) the Asset Register is kept in accordance with Australian Accounting Standards.

8.3 Ownership:

- (a) You acknowledge that each asset referred to in Clause 8.1 You purchase wholly with the Funding is held in trust for Our benefit (and if partially purchased with the Funding then held in trust for Us as to a proportionate share of the value of that item of Equipment). You must do all things reasonably requested by Us, including the execution of any necessary documents to give full effect to, and protect, this arrangement; and

(b) Subject to:

- (i) Your fully complying with Your obligations under this Agreement; and
- (ii) Your completion of the Project to Our reasonable satisfaction,

all Equipment and other assets purchased by You with the Funding become Your property at the End Date.

9. Records and Inspection

9.1 Records: You must:

- (a) ensure that adequate financial and operational records and registers, are kept and maintained whilst carrying out the Project;
- (b) retain the records referred to in this clause throughout the Funding Period and for seven (7) years after the date that is the earlier of the End Date or termination of this Agreement;
- (c) upon Our request, arrange for the records, books of account and documents relating to the Project to be made available for inspection by Our Representative (including the taking of such extracts and the making of such copies as the representative considers appropriate) and assist the representative in carrying out the inspection; and
- (d) include a line item in Your financial statements indicating Our Funding contribution.

- 9.2 **Accountability:** We have statutory obligations to ensure the accountability of expenditure of funds including the Funding and, accordingly, You are required to be accountable for all of the Funding You receive under this Agreement.
- 9.3 **Inspection:** You must permit Us, or any person authorised by Us, upon reasonable notice (at least 48 hours) and at any reasonable time to inspect:
- (a) the implementation of the Project; and
 - (b) the financial and operational records and registers relating to the Project.
- 9.4 **Non compliance with Agreement:** If at any time We consider the Project is not being conducted by You in accordance with the provisions of this Agreement, We may request that You take the steps or make the changes as are specified in writing by Us to You to achieve compliance with the Agreement within a reasonable time.

10. Reports and Acquittal Form

10.1 Required reports. You will:

- (a) submit the Reports to Us within fourteen (14) days of the End Date; and
- (b) at Our request, submit, within the time frame stipulated by Us, any other information or reports that may be necessary to establish to Our satisfaction that the terms of this Agreement have been or are being satisfied by You.

10.2 Acquittal Form: You will submit the completed Acquittal Form set out in Schedule C to us within fourteen (14) days of the End Date.

10.3 Notification of insolvency. You undertake to immediately notify Us of any resolution by You to go into liquidation or to enter into any scheme or arrangement with Your creditors under the Corporations Act 2001 (Cth) or any applicable insolvency law.

11. Publicity

11.1 Acknowledgement: You will ensure that all public statements relating to the Project or the Funding

- (a) are approved by Us prior to publication; and
- (b) acknowledge the provision of the Funding by Us as outlined in Schedule B.

11.2 Our right to publicise: We may publicise the awarding of the Funding at any time after it is awarded, including:

- (a) Your name;
- (b) the amount of the Funding; and
- (c) the title and brief description of the Project and the Project results.

12. Intellectual Property and Project Materials

- 12.1 **Ownership of Intellectual Property:** Any Intellectual Property in all Project Materials created by You in the performance of the Project will be retained by You, or relevant third parties, as the case may be.
- 12.2 **Grant of licence:** You grant, and will ensure third parties grant, to Us, without cost, a non-exclusive, irrevocable, royalty free and transferable licence to use, reproduce, communicate to the public and adapt for Our own purposes all Intellectual Property in the Project Materials.
- 12.3 **Moral Rights:** You must hold, or obtain, consents from all authors of the Project Materials to Your and Our use and adaptation, without restriction and without any requirement to attribute the Project Materials to its authors.

13. Indemnity

- 13.1 **Your Indemnity:** You shall at all times indemnify, hold harmless and defend Us and Our officers, employees and agents ("those indemnified") from and against liability or loss (including reasonable legal costs and expenses), which may be suffered or incurred by any of those indemnified by reason of or in connection with:
- (a) any infringement or alleged infringement of any Intellectual Property (including Moral Rights) arising from the activities of the Project other than any Intellectual Property supplied by Us, and
 - (b) any unlawful, wrongful, wilful or negligent act or omission of You or any of Your officers, employees, agents, contractors or volunteers.
- 13.2 **Reduction of Indemnity:** Your liability to indemnify those indemnified under this Agreement shall be reduced proportionally to the extent that any unlawful, wrongful, wilful or negligent act or omission of those indemnified caused or contributed to the liability or loss.
- 13.3 **Continuing Obligation:** The indemnity in this clause is a continuing obligation of You separate and independent of any of Your other responsibilities and will continue beyond the termination of this Agreement.

14. Insurance

- 14.1 **Obligation to insure:** You must ensure that each insurance policy specified in Item 7 of Schedule A is taken out and maintained with a reputable insurance company throughout the Funding Period.
- 14.2 **Production of policies:** You must, on request, produce satisfactory evidence to Us that all of the insurance policies required under this Agreement are current.

15. Confidentiality

- 15.1 **Obligation to keep confidential:** You must keep Our Confidential Information in confidence and not disclose the Confidential Information to any person without Our prior written consent.
- 15.2 **Limited Disclosure:** You may disclose Our Confidential Information to Your personnel and legal and professional advisors provided You ensure that the recipient:
- (a) keeps the Confidential Information confidential; and
 - (b) does not use the Confidential Information except for the purposes of this Agreement.

16. Changes

- 16.1 Written agreement between You and Us must be obtained for any variation to:
- (a) this Agreement;
 - (b) any of the following matters disclosed in Your application for Funding:
 - (i) the nature/purpose of the Project;
 - (ii) the way in which the Project is to be carried out and completed;
 - (iii) the Budget; and
 - (iv) the Funding Period.

17. Ending this Agreement

- 17.1 **Termination after 20 days:** We may (by giving You 20 days' written notice) terminate this Agreement at any time if any one or more of the following occurs:
- (a) in Our opinion You are not carrying out the Project diligently and competently;
 - (b) You have in Our opinion used or are using the Funding or part of the Funding for purposes other than those for which the Funding is made available;
 - (c) We consider the Project no longer viable; or
 - (d) We consider that there has been a material change in circumstances in Your financial position, Your structure or Your identity.
- 17.2 **Immediate Termination:** We may (by giving You written notice) immediately terminate this Agreement if any one or more of the following occurs:
- (a) You breach a provision of this Agreement in a manner that, in Our opinion, is not capable of remedy;

- (b) You breach a provision of this Agreement that in Our opinion is capable of remedy and fail to comply with a notice from Us to remedy the breach within the period for remedy specified in that notice; or
- (c) You resolve to go into liquidation or have a summons for Your winding up presented to a Court or enter into any scheme or arrangement with Your creditors under the Corporations Act (Cth) or any applicable insolvency law or an administrator, liquidator receiver or official manager is appointed under the Corporations Act (Cth) or any applicable insolvency law.

18. Obligations when this Agreement Ends

- 18.1 **Delivery of Reports and Return of Confidential Information:** You must, except to the extent agreed between Us and You in writing, provide to Us within seven (7) days of termination or expiry of this Agreement:
 - (a) any reports due to Us under this Agreement or information otherwise requested by Us; and
 - (b) all Our Confidential Information used by You or Your employees, agents or contractors or otherwise in their possession and all copies of such information.
- 18.2 **No entitlement to further payment:** For the avoidance of doubt, upon termination or expiry of this Agreement You will not be entitled to any further payments under this Agreement, notwithstanding that the amount paid to You could be less than the Funding specified in this Agreement.
- 18.3 **Delivery of Assets:** If this Agreement is terminated by Us under clause 17 (**Ending this Agreement**) before the end of the Funding Period You must deliver to Us all Capital Equipment purchased or leased by You using the Funding free of any encumbrance or charge.
- 18.4 **Transfer Investments:** Upon the termination or expiry of this Agreement You must transfer to Us, free of charge, all investments made by You using the Funding if requested to do so by Us.
- 18.5 **Our rights and remedies not prejudiced:** Any termination of this Agreement by Us is without prejudice to any of Our accrued rights or remedies.
- 18.6 **Clauses that survive termination:** Clauses 3 (How you must deal with the Funding), 9 (Records and Inspection), 10 (Reports and Acquittal Form), 12 (Intellectual Property and Project Materials), 13 (Indemnity), 14 (Insurance), 15 (Confidentiality), and this clause 18 (Obligations when this Agreement ends) and any other provision of this Agreement which by its nature should survive termination shall survive termination, expiry or repudiation of this Agreement.

19. Notices

- 19.1 **Change of contact details:** You must inform Us within seven (7) days of any changes to Your contact details set out in Item 1 of Schedule A.

- 19.2 **Notice requirements:** A notice under this Agreement must be:
- (a) in writing, directed to the representative of the other party as set out in Item 1 of Schedule A; and
 - (b) forwarded to the address, facsimile number or the email address of that representative as set out in Item 1 of Schedule A.
- 19.3 **When a notice is served:** A notice under this Agreement will be deemed to be served:
- (a) in the case of delivery in person – when delivered to the recipient's address for service and a signature received as evidence of delivery;
 - (b) in the case of delivery by post – within seven (7) Business Days of posting;
 - (c) in the case of delivery by facsimile – at the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient; or
 - (d) in the case of delivery by email – on receipt of confirmation by the sender that the recipient has received the email.
- 19.4 **Delivery late in the day:** Notwithstanding the provisions of this clause 19 (Notices), if delivery or receipt of a communication is on a day which is not a Business Day in the place to which the communication is sent or is later than 5pm (local time in that place) it will be deemed to have been duly given or made at 9am (local time in that place) on the next Business Day in that place.
- 20. General**
- 20.1 **Entire agreement:** This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter of this Agreement. Any prior arrangements, representations or undertakings as to the subject matters of this Agreement are superseded.
- 20.2 **Non-waiver:** No failure or delay by Us in exercising any right power or remedy under this Agreement and no course of dealing or grant by Us to You of any time or other consideration, will operate as a waiver of the breach or a default by You. Any waiver by Us of a breach of this Agreement will not be construed as a waiver of any further breach of the same of any other provision,
- 20.3 **Conflict of Interest:** You warrant that at the date of this Agreement, no conflict of interest exists or is likely to arise in relation to execution of this Agreement or its subject matter. You undertake to notify Us, in writing, immediately upon becoming aware of the existence, or possibility, of a conflict of interest and agree to comply with the reasonable timeframe stipulated by Us in writing.
- 20.4 **Severability:** If any part of this Agreement is prohibited, void, illegal or unenforceable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.

20.5 **Relationship:**

- (a) Nothing in this Agreement is intended to create a partnership, joint venture or agency relationship between the parties;
- (b) You shall not hold yourself out to be an employee, partner, agent or representative of Us; and
- (c) All work performed by You and all contracts made by You to carry out the Project shall be performed and made by You as principal and not as agent for Us. In all dealings in relation to the Project You shall act solely on Your own account.

20.6 **Applicable law:** This Agreement is governed by, and must be construed in accordance with, the laws in force in the State of Queensland.

20.7 **Governing jurisdiction:** You and We submit to the exclusive jurisdiction of the Courts exercising jurisdiction in the State of Queensland and the courts of appeal therefrom.

EXECUTED AS AN AGREEMENT on 23 . 3 . 2011.

EXECUTION BY INCORPORATED FUNDING RECIPIENT

Executed by

Kanagawa Isl. Local F/B

(name of Funding Recipient as per the Agreement Details)

A.B.N: 922 474 788 57

(Funding Recipient A.B.N.)

in accordance with its constitution and, if applicable, any requirements for execution contained in the statute that establishes the Funding Recipient by or in the presence of:

[Redacted]

(name and title of first signatory)

1st officer

(signature)

[Redacted]

(name and title of second signatory)

Secretary

(signature)

EXECUTED and DELIVERED on behalf of Redland City Council (ABN: 86 058 929 428) pursuant to *Local Government (Finance, Plans and Reporting) Regulation 2010 (Qld)* section 187, by its delegate, who certifies he is the proper officer to execute the Agreement:

Greg Jensen

Greg Jensen Group Manager
Customer and Community Services

SCHEDULE A: AGREEMENT DETAILS

CAPITAL INFRASTRUCTURE GRANT

Item 1: Contact Details

Our Contact Details

Name:	Redlands City Council
ABN:	86 058 929 428
Delivery Address:	Cnr Bloomfield and Middle Streets CLEVELAND QLD 4163
Postal Address:	PO Box 21 CLEVELAND QLD 4163
Telephone:	(07) 3829 8911
Fax:	(07) 3829 8891
Email:	grants@redland.qld.gov.au
Our Representative:	Kim Sims, A/Community Grants Coordinator Community Grants Team

Your Contact Details

Name:	Karragarra Rural Fire Brigade
ABN:	92 247 478 857
Delivery Address:	
Postal Address:	
Telephone:	
Mobile:	
Email:	
Your Representative:	

Item 2: Project Details

Project ID Number	C-111-0004
Project Name	Karragarra Community Fire Station
Project Description	The Karragarra Island Rural Fire Brigade is in the process of constructing a new fire station. Funding is sought to provide a community activity facility within the new fire station. This room will be within, but securely separated from the main building to ensure that the specific needs of the community and the rural fire brigade are met without a breach of duty of care. This room will be securely self contained with separate access to ensure it does not interfere with, or impose on, the day-to-day operations of the rural fire brigade. This room will be designed and equipped to meet the needs of the Karragarra Island community.
Funding Amount (GST Excl) Incl	\$38,000.00
Commencement Date	24 February 2011
End Date	24 February 2012

Item 3: Milestone Schedule

Milestone Number	Milestone Description	Milestone Amount
1	Execution of Funding Agreement by both parties	\$0
2	Confirmation land/facility owner's permission to undertake the project	\$0
3	Confirmation of Development Approvals from the relevant authorities	\$38,000.00
4	Acceptance of Final Report and Acquittal Form by Council by 12 March 2012	\$0

Item 4: Special Conditions

You must provide to us confirmation from the land/facility owner of their permission to undertake this project. You must also provide copies of the appropriate Development Approvals from the relevant authorities.

You must ensure the whole of the Karragarra Island community has access to the facility once constructed and for the life of the facility. The access for community use to the facility is also to be advertised to the Karragarra Island Community. You can demonstrate this access in your Final Report and Acquittal form required to be submitted to Council by 12 March 2012.

Item 5: Reports

You must provide to us a Report as outlined in the Acquittal Form attached as Schedule C to this agreement with fourteen (14) days from the completion of the End Date as outlined in Item 2 of Schedule A.

Item 6: Equipment

You must maintain an Asset Register in accordance with Clause 8 of each item of Equipment valued at over \$3,000.

Item 7: Insurance

You must ensure that you obtain and maintain, throughout the Funding Period:

- (a) adequate broad form public liability insurance to cover, as a minimum, all of Your obligations and liabilities under this Agreement;
- (b) workers' compensation insurance in accordance with applicable legislation in respect of all of Your employees, where applicable; and
- (c) adequate insurance to cover loss of, or damage to, Capital Equipment related to the Project.

SCHEDULE B: ACKNOWLEDGEMENT OF FUNDING

You are required to acknowledge Redland City Council as follows:

(a) Logo

The Redland City Council logo must be placed in a prominent position on Project promotional material including items such as:

- annual reports;
- brochures, posters and newsletters;
- advertisements, event invitations; and
- websites.

The Redland City Council logo is available in different versions, depending on the use of colour and backgrounds. The logo should always be created from original, digital artwork and must not be recreated, redrawn or altered.

Reproduction of the logo must follow specific guidelines such as:

- the logo must be used in it's entirely (ie symbol and type) and in correct proportion at all times; and
- the logo cannot be stretched or coloured in any way other than that specified.

Redland City Council has developed a manual to assist businesses and organisations which use the logo. The logo must not be used otherwise than strictly in accordance with the manual.

(b) Acknowledgement Statement

The following statement must be included in advertisements and publications promoting the Project such as:

- newspaper and magazine articles;
- annual reports; and
- media releases.

as well as media interviews and speeches at official functions.

"Redland City Council is proud to provide 'insert amount [REDACTED]' for the 'insert Project' as part of the Community Grants Program to assist the Redlands Community".

For further information regarding acknowledging Funding please contact Community Grants Team on (07) 3829 8911.

(c) We reserve the right to revoke Your licence to use the logo in Our sole discretion.

SCHEDULE C: ACQUITTAL FORM

ACQUITTAL FORM

Recipient Organisation: Karragarra Rural Fire Brigade
 Project Title: Karragarra Community Fire Station
 Contact Name:
 Direct Phone No:
 Email:

Grant ID: C-111-0004
 Date of Report: Insert details
 Reporting Period: 24 February 2011 to 24 February 2012
 Grant Amount: \$38,000.00

What was the key purpose of the project?:

Objectives	Activities	Outputs	Impact
What did you intend to do? Restate key objectives from your original application.	What did you do? Detail the specific activities undertaken for each objective.	What happened as a result? Detail actual results.	Did it make a difference? State how success was measured.
EXAMPLE:	Produce promotional and educational materials in 3 languages Six legal information sessions held using material	40 people attended each session.	EXAMPLE: Target group made up 75% of participants Evaluation of sessions reported 80% now better informed
Insert details		Insert details	Insert details
Insert details		Insert details	Insert details
Insert details		Insert details	Insert details

Right to Information Release

Is there anything else you would like to tell the Community Grants Team about your Project? eg: unexpected issues, client feedback, media coverage, event records, development of products, evidence of acknowledgement of Council funding.

Looking back after completing the project, are there things you would do differently or improve?

What, if any, are the plans for continuing the work started?



Attach a financial statement showing budgeted versus actual revenue and expenses for the funded project providing detail of each budget line item. Please refer to budget you indicated in section 5 of your application.

In particular:

- Provide explanations for deviations in actual and/or proposed expenditures from originally approved budget line items.
- Include information on other funders and the dollar amount awarded by each.
- If the total proposed budget was not raised, indicate how you adjusted the project or goals.
- Provide evidence including receipts or invoices to the value of the grant amount.

If there are any unexpended funds greater than \$100 these funds at the end of the grant period will be required to be returned to Council. You are required to contact the Grants Team to should you require a variation to your agreement including your project, including project plan or budget as outlined in your application.

Are there any other comments or suggestions you would like to make to the Community Grants Team as we continue to develop our grants program?

Acquittal

I, the undersigned, being a person duly authorised by [insert Applicant Name], certify that:

- (a) the above information is true and complete;
- (b) the expenditure of the Grant received to date has been solely on the Project;
- (c) there is no matter or circumstances of which I am aware, that would constitute a breach by Us or, if applicable the End Recipient, of any term of the Grant Agreement between Us and You dated [insert date] that has not been notified by You.

Signature: x

Position: [insert position]

Name: [insert name]

Date:

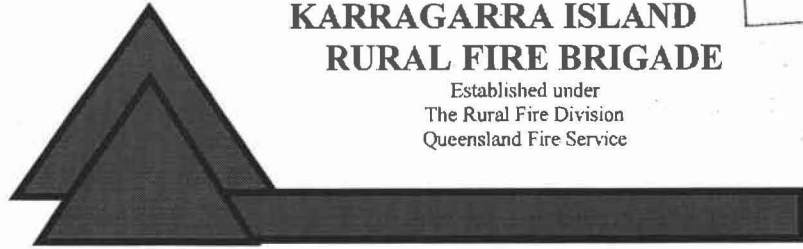
This report to the Community Grants Team is a permanent record of what you achieved and what you have learned in the process of implementing your project. The information you provide here will be used to shape future grantmaking and report to various stakeholders on the achievements accrued through the Community Grants Program.

This report will also be used to assess the performance of your organisation in implementing a project funded by the Community Grants Program, and to add to our knowledge about promising practises and lessons learned to consider in the ongoing development of our program.

Please mail a signed copy to:

Community Grants Program
Redland City Council
PO Box 21
Cleveland QLD 4163

RECEIVED
25 MAR 2011
RMU FROM
CUST SERVICE



**KARRAGARRA ISLAND
RURAL FIRE BRIGADE**

Established under
The Rural Fire Division
Queensland Fire Service

c/- Fire Station
11 Noyes Pde.,
Karragarra Island Qld 4184
First officer: [REDACTED]

ABN 92 247 478 857

Telephone: [REDACTED]
Mobile: [REDACTED]

A.B.N.: 92247478857

Date: 23/03/2011

To: Redland City Council
Cnr Bloomfield & Middle Sts
Cleveland Qld 4163

TAX INVOICE No. 001

Project ID Number: C-111-0004
Project Name: Karragarra Community Fire Station
Project Description: The Karragarra Island Rural Fire Brigade is in the process of constructing a new fire station. Funding is sought to provide a community activity facility within the new fire station. This room will be within, but securely separated from the main building to ensure that the specific needs of the community and the rural fire brigade are met without a breach of duty of care. This room will be securely self contained with separate access to ensure it does not interfere with, or impose on, the day-to-day operations of the rural fire brigade. This room will be designed and equipped to meet the needs of the Karragarra Island community.

FUNDING AMOUNT (GST Excl) 34,545.45

TOTAL GST AMOUNT 3,454.55

TOTAL FUNDING AMOUNT (incl GST) 38,000.00

REDLAND CITY COUNCIL

DATE RECEIVED

24 MAR 2011

CUSTOMER SERVICE

4 April 2011

Your Ref: C-111-0004
Our Ref: C-111-0004
Contact: Kim Sims

Karragarra Rural Fire Brigade

Dear

**RE: Community Grants Program – Capital Infrastructure Support Grant
Funding Agreement for C-111-0004 – Karragarra Rural Fire Brigade**

This is to acknowledge that your signed Funding Agreement between the Redland City Council and **Karragarra Rural Fire Brigade – Grant ID number C-111-0004** has been received. We have also received your invoice.

Please find enclosed a cheque for your grant payment of \$38,000.00.

If you have any other queries in relation to your project please do not hesitate to contact the Community Grants Team on 3829 8911.

We wish you every success with your project.

Yours sincerely

Kim Sims
**Acting Community Grants Coordinator
Community Grants Program**



Redland City Council Cheque

ABN 86 058 929 428

SANDY

GRANTS

PO Box 21, Cleveland Qld 4163

Telephone: 07 3829 8685

Fax: 07 3829 8667

Karragarra Is Rural Fire Brigade
C/- FIRE SHED
11 NOYES PARADE
KARRAGARRA ISLAND

QLD

4184

Date:

01/04/11

A/C No.:

0049101

Cheque No.:

303099

Date	Your Ref.	Details	Amount
23/03/11	C-111-0004	Community Grants - Karragarra Community Fire Station	\$38,000.00
Please detach before banking and retain remittance advice for your records			Total \$38,000.00



Redland
CITY COUNCIL

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

Consolidated Fund

CLEVELAND - 111 BLOOMFIELD STREET, QLD

Not Negotiable A/C Payee Only	Date 01/04/11	Cheque No. 303099
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Sum of
Dollars

Millions	Hundred Thousands	Ten Thousands	Thousands	Hundreds	Tens	Units	Cents
*****	*****	THREE	EIGHT	ZERO	ZERO	ZERO	00

Pay to

Karragarra Is Rural Fire Brigade
C/- FIRE SHED
11 NOYES PARADE
KARRAGARRA ISLAND

QLD

4184

\$ ***38,000.00***

For and on behalf of REDLAND CITY COUNCIL

[Signature] Jani Ebleney

⑈303099 ⑈014 23 11 3748 16928⑈



Redland
CITY COUNCIL

3 October 2012

Redland City Council
ABN 86 058 929 428

Cnr Bloomfield & Middle Sts.
Cleveland Qld 4163

PO Box 21,
Cleveland Qld 4163

Telephone 07 3829 8999
Facsimile 07 3829 8765

Email rcc@redland.qld.gov.au
www.redland.qld.gov.au

Your Ref: C-111-004
Our Ref: C-111-004
Contact: Michael Tait

[Redacted]
Karragarra Rural Fire Brigade
[Redacted]

Dear [Redacted]

RE: Acquittal of Capital Infrastructure Grant – C-111-004

In Round 2 of the Community Grants Program, the Karragarra Rural Fire Brigade were successful in receiving funding of \$38,000.00 for the project "Karragarra Community Fire Station". The project started on 24 February 2011 to be completed on 24 February 2012. An acquittal report was required to be submitted within 14 days of the completion date.

Our records indicate that we have not received a completed Acquittal Report.

This letter is a reminder that your Acquittal report due on 24 February 2012 is required to be submitted. As stated in the Funding Agreement received by the Karragarra Rural Fire Brigade on 24 February 2011 copies of receipts are also required to be submitted with the Acquittal form. The receipts will coincide with the grant amount awarded. Any outstanding grant monies more than \$100 are to be returned to Council. A copy of the acquittal form is enclosed, if you would prefer an electronic copy please email (Shea.markland@redland.qld.gov.au)

A copy of the acquittal form is enclosed, if you would prefer an electronic copy please do not hesitate to contact the Grants Team.

For your information, applicants that have not acquitted previous grants are ineligible to apply.

If your project is not complete, a request for an extension must be provided to Council seeking approval. Please provide information on the causes for the delay, the outstanding activities and the new completion date. Please forward this request to me by letter or email (Michael.tait@redland.qld.gov.au) as soon as possible for consideration.

Should you have any queries regarding the above please me on (07) 3829 8911.

Yours sincerely

[Redacted]
Michael Tait
Community Grants Coordinator
Community Grants Program



SCHEDULE C: ACQUITTAL FORM

ACQUITTAL FORM

Recipient Organisation: Karragarra Rural Fire Brigade
Project Title: Karragarra Community Fire Station
Contact Name: [Redacted]
Direct Phone No: [Redacted]
Email: [Redacted]

Grant ID: C-111-0004
Date of Report: 9 March 2012
Reporting Period: 24 February 2011- 24 February 2012
Grant Amount: \$34,545.45

What was the key purpose of the project?:
To construct a Community Activity Facility within the new fire station to be built on the Esplanade, Karragarra Island

Objectives	Activities	Outputs	Impact
What did you intend to do? Restate key objectives from your original application.	What did you do? Detail the specific activities undertaken for each objective.	What happened as a result? Detail the specific, measurable amount of goods/services produced as a direct result of the activities, eg: event attendance, satisfaction survey results, number of clients served.	broad effect or impact of the funded activities; the eventual benefit to the target group/community, eg: improved awareness, enhanced quality of life.
EXAMPLE:	Produce promotional and educational materials in 3 languages Six legal information sessions held using materials	40 people attended each session.	EXAMPLE: Target group made up 75% of participants Evaluation of sessions reported 80% now better informed
We planned to Construct a Community Activity Facility within the new fire station that was to be built on Karragarra Island.	We built a large activity room within, but securely separated from the new fire station that ensures the specific needs of the community and the rural fire brigade are met.	New Fire station, complete with a self contained Community Activity Facility, was constructed and handed over to the Karragarra rural Fire brigade in October 2012	For the first time in the Island's history, residents have access to a clean, sheltered and air-conditioned venue for meetings and community activities. Within weeks of completion, Island residents and community groups have registered their approval by booking the facility for various activities. Already, more than half the days of coming months are listed for an activity.

Is there anything else you would like to tell the Community Grants Team about your Project? eg: unexpected issues, client feedback, media coverage, event records, development of products, evidence of acknowledgement of Council funding.

The official opening for the facility is scheduled for Saturday 10th November 2012. Representatives from the Redland Times, Bayside Bulletin and The Islander magazine will be covering the event.

At the official opening, State member Peter Dowling, Local councillor, Mark Edwards together with senior officers from Redland City Council and Queensland fire and Rescue will be in attendance.

Local feedback is positive regarding the size, quality and comfort of the facility.

The support provide by Redland City Council officers and staff contributed greatly to the success of the project.

Looking back after completing the project, are there things you would do differently or improve?

If we had to do it again, we would allow more time in the proposed schedule to accommodate for the length of time required for the application for Change of Purpose.

What, if any, are the plans for continuing the work started?

The work is complete and ready for the community to access. No further work is required.

A web site has been established to facilitate user-friendly booking procedures and ease of access; <http://www.kirfb.org.au/>

The website also allows community members to have input into issues relating to the future management and maintenance of the facility.



Attach a financial statement showing budgeted versus actual revenue and expenses for the funded project providing detail of each budget line item. Please refer to budget you indicated in section 5 of your application.

In particular:

- Provide explanations for deviations in actual and/or proposed expenditures from originally approved budget line items.
- Include information on other funders and the dollar amount awarded by each.
- If the total proposed budget was not raised, indicate how you adjusted the project or goals.
- Provide evidence including receipts or invoices to the value of the grant amount.

Final receipt is attached.

Final cost of the project was \$38,000. Grant received \$34,545.45, the shortfall was met by brigade funds.

All accounts for the construction of the new Fire Station and the Community Activity facility, mentioned in this acquittal, have been paid.

If there are any unexpended funds greater than \$100 these funds at the end of the grant period will be required to be returned to Council. You are required to contact the Grants Team to should you require a variation to your agreement including your project, including project plan or budget as outlined in your application.

Are there any other comments or suggestions you would like to make to the Community Grants Team as we continue to develop our grants program?

The project was a resounding success that is responding well to the needs of residents of Karragarra Island.

On behalf of the residents and ratepayers of Karragarra Island, the Rural Fire Brigade extend its gratitude to the Redland City Council for the support provided with this project

Acquittal

I, the undersigned, being a person duly authorised by [insert Applicant Name], certify that:

- (a) the above information is true and complete;
- (b) the expenditure of the Grant received to date has been solely on the Project;
- (c) there is no matter or circumstances of which I am aware, that would constitute a breach by Us or, if applicable the End Recipient, of any term of the Grant Agreement between Us and You dated [insert date] that has not been notified by You.

Signature: [redacted]

Position: [redacted] Officer

Name: [redacted]

Date: 10/11/2012

This report to the Community Grants Team is a permanent record of what you achieved and what you have learned in the process of implementing your project. The information you provide here will be used to shape future grant making and report to various stakeholders on the achievements accrued through the Community Grants Program.

This report will also be used to assess the performance of your organisation in implementing a project funded by the Community Grants Program, and to add to our knowledge about promising practises and lessons learned to consider in the ongoing development of our program.

Please mail a signed copy to:

Community Grants Program
Redland City Council
PO Box 21
Cleveland QLD 4163



Bay Homes

SOUTHERN MORETON BAY ISLANDS

www.bayhomes.com.au

Receipt.

From

Karragarra Rural Fire Brigade

Work Completed;

Structural walls and ceiling
Wall insulation
Gyprock plasterboard linings and cornice
Windows and sliding doors with screens
Electrical, lighting, alarm, power and airconditioning
Plumbing and kitchen sink
Grease trap and trenching
Tiling
Laminated kitchen cupboards
Storage cupboards
Skirting and architraves
Painting
Labour
Deliveries

Final Payment

\$38,000

Payment received 28 / 09 / 2012

03 January, 2013

[Redacted]
Karragarra Rural Fire Brigade
[Redacted]

Dear [Redacted]

**RE: C-111-0004 – APPROVAL OF ACQUITTAL
COMMUNITY GRANTS PROGRAM**

Thank you for submitting the Acquittal Form and supporting documentation for the Capital Infrastructure Grant C-111-0004 towards the costs of building a community activity facility within the new fire station.

The Acquittal Form and supporting documentation has been considered by the Community Grants Coordinator and is approved as a successful acquittal of the grant.

Congratulations on the achievements of your project and its contribution to the Redlands community.

I wish you well in your future endeavours.

Yours sincerely



Michael Tait
**Community Grants Coordinator
Community Grants Program**

Right to Information Release

Dealing Number

Duty Imprint

**Privacy Statement**

The information from this form is collected under the authority of the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

1. Lessor	Lodger (Name, address & phone number)	Lodger Code
Redland City Council		

2. Lot on Plan Description	County	Parish	Title Reference
Lot 62 on RP130218	Stanley	Russell	15289126

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		The State of Queensland (Represented by the Department of Emergency Services)	

4. Interest being leased
Fee Simple

5. Description of premises being leased
Whole of the land

6. Term of lease	Rental/Consideration
Commencement date: 01 / 12 / 2006	Refer attached Schedule
*Expiry date: 30 / 11 / 2026	
**Options on page	
*not required for leases in a retirement village **insert nil if no option	

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

* delete inapplicable words

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

Witnessing Officer	Execution Date	Lessor's Signature
..... signature	/ /	
..... full name		
..... qualification		

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

9. Acceptance

The lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

Witnessing Officer	Execution Date	Lessee's Signature
..... signature	11/7/2008	
..... full name		
..... qualification		

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner)

Signed for and on behalf of the State of Queensland, by
the Commissioner
a person duly authorised in that behalf.

Title Reference: 15289126

PART 1: REFERENCE INFORMATION

Item A: Parties:

Lessor:

Redland City Council (formerly Redland Shire Council and Council of the Shire of Redland).

Address for Notices:

Delivery:

Cnr Bloomfield & Middle Streets
Cleveland, Qld

Post:

PO Box 21
Cleveland, Qld, 4163

Facsimile:

(07) 3829 8765

Lessee:

The State of Queensland (represented by the Department of Emergency Services).

Address for Notices:

Delivery:

Emergency Services Complex
Cnr Park Road & Kedron Park Road
Kedron, Qld, 4001.

Item B: Location of Premises:

Address:

11 Noyes Parade, Karragarra Island, Queensland

Location within Land:

Whole of the land being leased.

Item C: Area:

Premises:

536m² [The Premises comprise the whole of the Land]

Item D: Term:

Duration:

20 years:

Commencement Date:

01/12/2006

Expiry Date:

30/11/2026

Item E: Rent:

Commencing Rent:

\$1.00 per annum, if demanded

Review/Variation of Rent:

Refer to **Clause 3.1**

Item F: Use of Premises:

Permitted Use:

A facility at and from which fire safety and rescue services are provided.

Item G: Public Risk Insurance:

Initial Minimum Indemnity Level:

\$10,000,000.00

Review of Indemnity Level:

Refer to **Clause 8.2(4)**.

Title Reference: 15289126

PART 2: INTERPRETATION

2.1 General Requirement

- (1) Subject to **Clause 2.1(2)**, this Lease is to be interpreted by reference to the provisions of this **Part 2**.
- (2) Each of those provisions applies to the Lease unless:
 - (a) the context otherwise requires; or
 - (b) a contrary intention appears.

2.2 Definitions

Each of the following expressions bears the meaning shown opposite:

Act	<ol style="list-style-type: none"> (1) An Act passed by Commonwealth Parliament or the Queensland Parliament. (2) Subordinate legislation under any such Act. (3) A direction or requirement made under any such Act or subordinate legislation by a competent authority or person. (4) A licence, authorization, consent, approval, or exemption granted under any such Act or subordinate legislation. (5) A planning instrument. (6) A local law.
act	<p>Includes:</p> <ol style="list-style-type: none"> (1) an omission; and (2) a refusal to act.
Act of insolvency	<ol style="list-style-type: none"> (1) Suffering the appointment of a receiver or a receiver and manager, which appointment is not terminated, postponed or enjoined within 14 days after it is made. (2) Entering voluntary administration. (3) Failing to satisfy a statutory demand under section 459E of the <i>Corporations Act</i>. (4) Suffering the presentation of a winding-up application or the appointment of a provisional liquidator. (5) Suffering de-registration as a corporation. (6) Entering a composition or scheme of arrangement for the benefit of creditors. (7) Failing to secure the return of one's assets within 21 days after a creditor or an encumbrancee lawfully seizes them. (8) Committing an act of bankruptcy mentioned in section 40 of the <i>Bankruptcy Act</i>. (9) Suffering the presentation of a bankruptcy petition. (10) Signing an authority under section 188 of the <i>Bankruptcy Act</i> (to appoint a controlling trustee).

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Address	<p>With respect to a party to the Lease:</p> <ol style="list-style-type: none"> (1) its address shown at Item A; (2) such other address or facsimile number as it has notified in writing to the party giving it a notice as its address or facsimile number for notices; or (3) if it is not at the address or facsimile number the subject of <i>paragraph (1)</i> or <i>paragraph (2)</i> of this definition, its last principal place of business or facsimile number in Queensland known to the party giving it a notice.
Adjustment Note	<p>An adjustment note as defined in the <i>GST Act</i> being, without limiting the ambit of that definition, a note:</p> <ol style="list-style-type: none"> (1) in the approved form under the <i>GST Act</i>; and (2) detailing an adjustment of the GST payable or paid upon a Taxable Supply under this Lease.
Appendix	An appendix to this Lease.
Bankruptcy Act	<i>Bankruptcy Act 1966 (Cwlth)</i> .
Building	A building that comprises, includes, or forms part of, the Premises.
Business Day	A day, other than a Saturday, Sunday or public holiday, upon which banks are open for business in the Shire.
Chief Executive Officer	<ol style="list-style-type: none"> (1) The Lessor's chief executive officer at any relevant time (2) Any person the chief executive officer authorizes in writing to exercise at any relevant time his responsibilities for any purpose relating to this Lease¹.
Clause	A clause, sub-clause, or paragraph of this Lease.
Commencement Date	The date detailed at Item D as the date the Term begins.
Common Areas	Those parts of the Land not leased or licensed to any person.
Consideration	Consideration as defined in the <i>GST Act</i> (being, without limiting the ambit of that definition, anything given or done, voluntarily or not, in return for a Taxable Supply).
Corporations Act	<i>Corporations Act 2001 (Cwlth)</i> .
Cost	Includes loss, liability, damage and expense.
Creditable Acquisition	A creditable acquisition as defined in the <i>GST Act</i> (being, without limiting the ambit of that definition, an acquisition with respect to which the acquirer is entitled to claim an Input Credit).
Damage Policy	An insurance policy that indemnifies against Cost resulting from damage or destruction through:

¹ Section 1132 of the *Local Government Act* empowers the chief executive officer of a local government, with certain exceptions, to delegate his/her responsibilities, generally or particularly, to another employee of the local government.

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- (1) fire;
- (2) entry of water;
- (3) storm and tempest;
- (4) lightning;
- (5) earthquake;
- (6) explosion and concussion from explosion;
- (7) impact of vehicles, aircraft, and articles escaping from them;
- (8) malicious acts;
- (9) civil commotion;
- (10) theft;
- (11) act of God; and;
- (12) other risks nominated reasonably by the Lessor from time to time.

Defined Expenses

The expenses to be covered by a Damage Policy, namely:

- (1) in the event of damage, the cost of repairing the damage or reinstating the damaged item or structure, in each case at least to the condition in which it existed before it was damaged;
- (2) in the event of destruction, the cost of replacing the item or structure destroyed with one of a quality at least equivalent to that of the item or structure before its destruction;
- (3) the cost of debris removal, and disposal, demolition, site clearance, and other work required by an Act;
- (4) the fees payable to architects, engineers, surveyors, solicitors, building contractors, and other consultants and contractors engaged to facilitate the repair, reinstatement, rebuilding, or replacement; and
- (5) incidental expenses.

Development Permit

A development approval or development permit issued pursuant to the *Integrated Planning Act*.

Dividing Fences Act

Dividing Fences Act 1953 (Qld).

Expiry Date

The date detailed at **Item D** as the date the Term expires.

Fixed Improvement

- (1) A structure, of a permanent or semi-permanent character, that is firmly affixed to:

- (a) the Land; or
- (b) a structure upon the Land,

to enable the Land to be used or better used for a particular purpose.

Examples:

- (a) a building, whether demountable or not;
- (b) an observation or viewing tower;
- (c) floodlighting apparatus (including pole);
- (d) a swimming pool or other bathing facility;

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- (e) a brick or concrete block barbecue;
- (f) a coldroom;
- (g) an integrated air-conditioning system and an air-conditioner that is mounted through a hole made in an external wall for the purpose of enabling the machine to be so mounted;
- (h) an in-ground irrigation system;
- (i) a fence or wall other than a purpose-designed temporary fence or wall;
- (j) a building slab;
- (k) an immovable sight screen structure (irrespective of whether the screen itself can be re-positioned from side to side upon the structure);
- (l) a concrete, paved, or otherwise constructed, path, patio or similar structure;
- (m) an entrance arch.

- (2) The expression does not include an item that is affixed to the Land or a structure that is placed upon the Land to enable the item or structure to be used or better used.

Examples

- (a) a well-mounted dispensing machine;
- (b) a window-mounted air-conditioner;
- (c) football goalposts;
- (d) a flagpole;
- (e) a cargo container.

Fire and Rescue Authority Act Fire and Rescue Authority Act 1990 (Qld)

GST

GST as defined in the GST Act (being, without limiting the ambit of the definition in that Act, a tax upon the value of a supply of goods and/or services).

GST Act

A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

Include

Encompass or include, without being limited to what is stated to be encompassed or included.

[Example: "act" is defined as including an omission and a refusal to act. However, the expression is not confined to an omission and a refusal to do something; it also encompasses (obviously) a positive action].

Indicative Rate

The interest rate charged for the time being by the Lessor's banker to its customers on overdraft accommodation exceeding \$100,000.00.

Input Credit

An input tax credit as defined in the GST Act (being, without limiting the ambit of that definition, a tax credit allowed to the consumer of a supply who has borne the GST upon the value of that supply).

Insurance Act

Insurance Act 1973 (Cwlth).

Insurance-relevant Information

A matter relating to the Lessee, or to any of its Officers or major shareholders, likely to affect an insurer's decision to grant or continue

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Information	<p>Insurance for any of the following risks:</p> <ol style="list-style-type: none"> (1) fire; (2) entry of water; (3) storm and tempest; (4) lightning; (5) earthquake; (6) explosion and concussion from explosion; (7) impact of vehicles, aircraft, and articles escaping from them; (8) malicious acts; (9) civil commotion; (10) theft; (11) act of God; and (12) any other risk that the lessor has nominated to the Lessee.
Integrated Planning Act	<i>Integrated Planning Act 1997 (Qld).</i>
Item	An alphabetically numbered item of particulars in 0 .
Land	The land described at Panel 2 .
Land Title Act	<i>Land Title Act 1994 (Qld).</i>
Lease	<ol style="list-style-type: none"> (1) This document, including any document amending it. (2) The agreement evidenced by those documents. (3) Any written agreement or item of agreement expressed to be supplemental to those documents or the bargain.
Lessee	The person/s detailed at Panel 3 .
Lessee Equipment	<p>All items of equipment owned by the Lessee or to which the Lessee is entitled to possession:</p> <ol style="list-style-type: none"> (1) located upon the Premises or (with the Lessor's permission) elsewhere upon the Land; or (2) used by the Lessee upon the Premises or elsewhere upon the land.
Lessor	Redland Shire Council.
Lessor's Office	<ol style="list-style-type: none"> (1) The Lessor's address specified at Item A. (2) Any substitute address the Lessor notifies to the Lessee in writing.
Licence	The user licence granted under Clause 14.1 .
Licensed Insurer	An insurer licensed under the <i>Insurance Act</i> to conduct insurance business.
Local Government Act	<i>Local Government Act 1993 (Qld).</i>

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Maintain	Includes repair and replace.
Negligence	An act, including an intentional act, that: <ol style="list-style-type: none"> (1) breaches a duty of care owed to a person; and (2) causes that person to incur or sustain a Cost that is compensable at law.²
Officer	Any director or management committee member, a secretary, an executive officer, an attorney, or a solicitor of or for a party to the Lease.
Panel	(Where used in this Schedule) a numbered panel of particulars (including an enlarged panel) in the Form 7 of this Lease.
Parking Facilities	(For the purposes of Clauses 6.5 and 6.6) car parking facilities to service the Premises.
Part	A numbered part or division of this Lease, other than an Appendix or an Attestation, containing 1 or more Clauses.
Permitted Use	The activity or activities that the Lessee is permitted to conduct upon the Premises under Clause 4.1 .
Planning Scheme	The planning scheme governing the Shire pursuant to the <i>Integrated Planning Act</i> .
Premises	<ol style="list-style-type: none"> (1) The premises detailed at Panel 5, as shown upon the plan contained in the Appendix. (2) All improvements and chattels the property of the Lessor: <ol style="list-style-type: none"> (a) situated upon those premises; and (b) used by the Lessee for the purposes of enjoyment or management of those premises.
Property Law Act	<i>Property Law Act 1974 (Qld)</i>
Public Risk Policy	An insurance policy that indemnifies against Cost resulting from: <ol style="list-style-type: none"> (1) property loss; (2) property damage; (3) death; and (4) personal injury, sustained, or resulting from an occurrence: <ol style="list-style-type: none"> (5) upon the Premises; or (6) upon any other area of the Land the Lessee uses in relation to, or in conjunction with, its use of the Premises.
Rates	<ol style="list-style-type: none"> (1) Local government water rates and sewerage rates.

² Not all loss, damage, or injury is compensable at law, e.g. mere embarrassment or distress (though embarrassment or distress may operate to aggravate a compensable injury and, thus, increase the compensation entitlement with respect to that injury).

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	<p>(2) Environmental levy, or any levy otherwise named but which is imposed to assist or to facilitate preservation, restoration, or improvement of the natural environment/s within the Shire.</p> <p>(3) The levy an owner of land must pay to the local government under the <i>Fire and Rescue Authority Act</i>.</p>
Recipient	The person to whom a Taxable Supply is made under this Lease.
Registration	Recording of the relevant dealing upon the title to the Land, by the Registration Authority, pursuant to the <i>Land Title Act</i> .
Registration Authority	Department of Natural Resources, Mines and Water (Qld).
Rent Period	Each period of 12 months during the Term, beginning on the day the Term commences.
Services	<p>The services or systems of any nature from time to time appurtenant to the Premises, including:</p> <ol style="list-style-type: none"> (1) fire, sprinkler and air conditioning facilities; (2) lighting, gas, fuel and other power sources; (3) water, sewerage or drainage facilities; (4) plant rooms and storage facilities, <p>and the fittings, fixtures, appliances, plant and equipment used for provision of those services or systems.</p>
Shire	The Shire of Redland (being the territorial unit by that name created under the <i>Local Government Act</i>).
Supplier	The person who makes a Taxable Supply under this Lease.
Taxable Supply	<p>A taxable supply as defined in the <i>GST Act</i>, being, without limiting the ambit of that definition a supply made:</p> <ol style="list-style-type: none"> (1) by a person who is, or is required to be, registered for GST; (2) for Consideration; <p>in the course of or in furthering an enterprise connected with Australia.</p>
Tax Invoice	<p>A tax invoice as defined in the <i>GST Act</i>, being, without limiting the ambit of that definition, an invoice:</p> <ol style="list-style-type: none"> (1) in the approved form under the <i>GST Act</i>; and (2) detailing the price for a Taxable Supply under this Lease.
Term	The term of this Lease, as detailed at Panel 6 .
Utility Charges	<ol style="list-style-type: none"> (1) Charges by the local government for the supply of: <ol style="list-style-type: none"> (a) water, gas, and sewerage services; and (b) cleansing services. (2) Any other service charge assessed with respect to the Premises under Chapter 14, Part 2 of the <i>Local Government Act</i>.

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Workers Compensation Act

Workers Compensation and Rehabilitation Act 203 (Qld).

2.3 Grammatical Similarities

Where a word or phrase is specifically defined, other parts of speech and grammatical forms of that word or phrase bear meanings corresponding to and consistent with that definition.

2.4 Parties

Reference to a party to the Lease includes:

- (1) in the case of a natural person, that person and his/her executors, administrators and assigns (transferees); and
- (2) in the case of a corporation, the corporation, its successors and assigns (transferees).

2.5 Concurrent Responsibility

Where a party is composed of 2 or more persons, each item of agreement by the party binds:

- (1) all of those persons *collectively*; and
- (2) each of them as an individual.³

2.6 Covenants

Reference to a covenant or obligation in the Lease includes a covenant or obligation.

- (1) express or implied; and
- (2) positive or negative;
- (3) running with the land or merely personal to the party upon which it is imposed.

2.7 Statutory and Other Bodies

Reference to a relevant body (statutory, professional, or other) includes any body:

- (1) established or constituted in lieu of that body; and
- (2) as nearly as may be, succeeding to its powers or functions.

2.8 Block References

- (1) Reference to the period between 2 specified dates, times or periods includes each of those 2 dates, times or periods.

[Example: A reference to the period "from 1 January to 31 December" or "between 1 January and 31 December" is a reference to the period comprising each of those 2 dates and all of the days between them].

- (2) Reference to the numbers, provisions or items, in this or another document, between 2 numbers, numbered provisions or numbered items, includes each of those 2 numbers, numbered provisions or items.

[Example: A reference to "Clauses 2.1 to 2.5" or "from Clause 2.1 to Clause 2.5" or "between Clause 2.1 and Clause 2.5" is a collective reference to those 2 Clauses and the Clauses between them].

³ This collective and individual responsibility is otherwise known as joint and several responsibility.

2.9 Miscellaneous References

Reference to:

- (1) the singular includes the plural, and vice versa;
- (2) a gender includes each other gender;
- (3) a person includes a corporation, a firm and a voluntary association, and vice versa;
- (4) an Act includes an Act that amends or replaces an Act;
- (5) a section or other provision of an Act includes a section or provision that amends, consolidates or replaces the section or provision;
- (6) money is a reference to Australian dollars and cents;
- (7) a time of day is a reference to Australian eastern standard time; and
- (8) writing is a reference to reproduction of words, figures, symbols and shapes in visible form, including print, type, lithograph, facsimile and photocopy;

2.10 Headings and Notes

Subject headings, footnotes, endnotes, and the table of contents:

- (1) exist for convenience only; and
- (2) are to be disregarded when interpreting the Lease.

2.11 Contra Proferentem Interpretation

The Lease is not to be interpreted against the interest of the Lessor merely because the document was prepared by the Lessor or on its behalf.

2.12 Nature of Lease Document

Irrespective of whether it records the passage of consideration between the Lessor and the Lessee, this document is a deed.⁴

2.13 Modification of Implied Covenants

- (1) The covenants implied by sections 105⁵ and 107⁶ of the *Property Law Act* are modified by or excluded from the Lease to the extent that they are inconsistent with it.
- (2) No covenant is implied into the Lease by operation of section 109⁷ of the *Property Law Act*.

2.14 Legislative Intrusion

A provision in an Act, purporting to exclude or amend a provision of the Lease, is inapplicable to the Lease to the extent that the law permits the parties to exclude by contract the application of that provision.

⁴ A deed is a special form of contract that is signed and sealed by each party (contrasting with an agreement under hand, which is merely signed by each party). A contract by deed is enforceable without the necessity for one party to do or promise anything in return for what the other party does or promises.

⁵ Section 105 specifies obligations to pay the agreed rent and keep the premises repaired, that apply unless the parties agree otherwise.

⁶ Section 107 specifies a number of lessor entitlements that will be implied into a lease unless the parties agree otherwise.

⁷ Section 109 specifies a number of provisions that can be implied into a lease by the inclusion of short form expressions in the document.

2.15 Merger

A provision of the Lease capable of continued application after:

- (1) the Lease has terminated; or
- (2) a court has issued judgement or made an order against a party with respect to

that provision will remain enforceable despite the termination, judgement or order.

2.16 Severance

If:

- (1) any provision of the Lease is void, voidable, illegal or unenforceable; or
- (2) the Lease would be void, voidable, illegal or unenforceable unless a particular provision were deleted from it,

the provision will be deemed deleted from the Lease.

2.17 Entirety of Agreement

The Lessee acknowledges that it has not been induced to accept the Lease by any representation, verbal or other, made by or on behalf of the Lessor and not detailed in the Lease.

PART 3: RENT AND OTHER CHARGES**3.1 Amount of Rent**

The annual rent payable during the first Rent Period shall be \$1.00, if demanded and the annual rent payable in each Rent Period thereafter, throughout the Term, shall be the amount determined by the Lessor in accordance with its policies from time to time.

3.2 Payment of Rent

The Lessee must pay the annual rent to the Lessor:

- (1) in advance, on the 1st day of each Rent Period of the Term;
- (2) without demand and without deduction;
- (3) at the Lessor's Office.

3.3 Payment of Rates and Utility Charges

- (1) The Lessee must pay upon demand the Lessor's accounts for Rates and Utility Charges, or their equivalent, levied or imposed with respect to the Premises.

- (2) This **Clause 3.3** applies irrespective of whether the Premises are rateable land for the purposes of the *Local Government Act*.

- (3) The Lessor's entitlements under **Clause 3.3** are additional to, not in derogation of, its entitlement, as local government, to levy and recover Rates and Utility Charges under the *Local Government Act* with respect to the Premises.

3.4 Charges for Gas and Electricity

- (1) The Lessee must pay all charges imposed or levied for gas and electricity consumed upon, or serving, the Premises.
- (2) Where the charges are assessed directly against the Lessee, payment must be made to the assessing authority not later than the due date for payment imposed by the authority.

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- (3) Otherwise, the Lessee must pay the Lessor within 14 days after being invoiced by the Lessor.
- (4) The Lessor will invoice the Lessee for the aggregate of:
 - (a) the amount determined by reference to the schedule of tariffs or charges issued for the time being by the relevant gas or electricity authority; and
 - (b) any fee payable by the Lessor to have the supply meter for the Premises read by that authority.

3.5 Costs

The Lessee must pay to the Lessor upon demand:

- (1) all duty upon or arising from the Lease and any dealing with the Lease (including interest and fines other than interest and fines resulting from omissions of the Lessor) if applicable;
- (2) the Registration fees upon the Lease (excluding requisition fees not attributable to the act of the Lessee) if applicable;
- (3) the Lessor's reasonable legal and other expenses of:
 - (a) preparation, settlement, execution, stamping and Registration of the Lease;
 - (b) obtaining a Registrable plan of the Premises; and
 - (c) obtaining a consent or approval (such as a reconfiguration approval) required with respect to the Lease or a dealing with the Lease, particularly a consent or approval requested by the Lessee;
- (4) the Lessor's reasonable legal and other expenses of preparation, settlement, execution, stamping and Registration of any necessary documents with respect to:
 - (a) transfer or mortgage of the Lease;
 - (b) sub-letting the Premises;
 - (c) any other dealing concerning the lease; and
 - (d) exercising or attempting to exercise any entitlement accruing to the Lessor upon a default by the Lessee under the Lease.

3.6 Character of Payments (GST)

Unless otherwise specified in this Lease, Consideration for a Taxable Supply under the Lease is GST-exclusive.

3.7 Responsibility for Payment of GST

The Recipient must:

- (1) bear the GST upon a Taxable Supply made under this Lease;
- (2) pay the tax to the Supplier with the Consideration for the Taxable Supply.

3.8 Adjustment for Input Credits (Reimbursement of Expenses)

- (1) If the Lease requires a Recipient to reimburse a Supplier the full cost of a Creditable Acquisition, that cost is to be net of the full Input Credit to which the Supplier is entitled for the cost.

- (2) If the Lease requires the reimbursement of a percentage of the cost of a Creditable Acquisition, the percentage is to be net of an equivalent percentage of the Input Credit to which the Supplier is entitled for the cost.⁸
- (3) If the reimbursement of all or part of the cost of a Creditable Acquisition constitutes Consideration for a Taxable Supply, the Recipient must pay the Supplier, in conjunction with the reimbursement payment, the GST referable to that Taxable Supply.

3.9 Adjustments by Taxation Authority

If the GST paid by the Supplier differs from the amount of GST borne by the Recipient because the Commissioner of Taxation has lawfully adjusted the value of a Taxable Supply:

- (1) the Recipient must pay the shortfall to the Supplier; or
 - (2) the Supplier must refund the overpayment to the Recipient,
- as the case requires.

3.10 Tax Invoices and Adjustment Notes

- (1) The Supplier need not give the Recipient a Tax Invoice or Adjustment Note for a Taxable Supply under the Lease if the Commissioner of Taxation has issued a written determination permitting the Recipient to issue its own Tax Invoice or Adjustment Note for the supply.
- (2) Otherwise, however, the Supplier must give the Recipient, within 14 days after it receives the Consideration and GST, a Tax Invoice or Adjustment Note for the Taxable Supply but recognising the community nature of the Premises.

PART 4: USE OF PREMISES**4.1 Permitted Use**

The Lessee must use the Premises:

- (1) only for activities specified at Item F;
- (2) in an orderly and responsible manner;
- (3) in compliance with the relevant requirements of the Planning Scheme; and
- (4) in compliance with the conditions of any relevant Development Permit.

4.2 Overnight Sleeping/Residential Usage

- (1) In particular (but without limiting the effect of **Clause 4.1**), the Lessee must not permit any person:
 - (a) to sleep overnight upon the Premises (on a temporary or permanent basis); or
 - (b) otherwise to use the Premises for residential purposes,
 without the Chief Executive Officer's written permission.
- (2) **Clause 4.2(1)** does not apply if, in the Lessee's opinion, it is- necessary for the Lessee's employees, agents or contractors to remain upon the Premises overnight during an emergency.

⁸ Example: If 75% of the cost of the Creditable Acquisition is to be reimbursed, the Recipient may deduct from that amount 75% of the Input Credit to which the Supplier is entitled with respect to the acquisition.

4.3 Administration of Premises

- (1) The Lessee must make the rules and arrangements that the Chief Executive Officer directs it to make for:
 - (a) protection, control and management of the Premises; and
 - (b) exclusion of dissolute, disreputable or otherwise undesirable persons from the Premises.
- (2) The Lessee also must do everything reasonable to assist the Lessor to enforce the requirements of any Act applicable to the Premises.
- (3) **Clauses 4.3(1) and 4.3(2)** do not limit the general effect of **Clauses 4.1(2) and 4.1(3)**.

4.4 Improper/Noxious Behaviour

- (1) The Lessee must not conduct, or permit to occur, upon the Premises anything illegal, immoral, noxious, or offensive.
- (2) The Lessee must not conduct, or permit to occur, upon the Premises anything that may cause, in the Chief Executive Officer's opinion, nuisance, annoyance, or Cost to:
 - (a) the Lessor;
 - (b) other persons lawfully occupying or using the Land;
 - (c) the owners or occupiers of neighbouring premises; or
 - (d) persons lawfully upon or about the Premises.
- (3) **Clause 4.4(2)** does not apply to infrequent activities consistent with the operation of a fire station.

[Examples: testing sirens and cleaning hoses]

4.5 Supply / Consumption of Intoxicating / Stupefying Substances

The Lessee must ensure that no liquor or other intoxicating or stupefying substance is supplied, sold or consumed upon the Premises other than in accordance with:

- (1) the conditions of an appropriate licence or permit issued by the appropriate authority under a relevant Act; and
- (2) the Chief Executive Officer's written approval.

4.6 Earthworks and Extractive Activities

Subject to **Clause 6.4**, the Lessee must not:

- (1) undertake earthworks upon the Premises;
- (2) remove, or permit to be removed, from the Premises any sand, stone, soil or mineral, except where (and then only to the extent) reasonably necessary for construction or installation of improvements to the Premises that are:
 - (3) expressly required of it under this Lease; and
 - (4) approved by the Lessor.

4.7 Compliance with Statutory Requirements

The Lessee must discharge promptly, at its own expense (where applicable), the requirements of:

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(1) all Acts relating to the Premises; and

(2) all notices, orders, requisitions and requirements (whether directed to the Lessor, the Lessee or both of them) issued with respect to the Premises by any lawful authority.

4.8 Advertising Devices

(1) No advertising sign, bill, placard, notice or poster is to be affixed, painted, exhibited or operated upon the Premises without the Chief Executive Officer's written permission.

(2) When the Lease expires or otherwise terminates, the Lessee must remove all signs, bills, placards, notices and posters placed by the Lessee upon the Premises.

4.9 Connection of Electricity

The Lessee must:

(1) arrange with the relevant electricity supply authority for connection of suitable mains electricity to the Premises; and

(2) ensure, to the satisfaction of the electricity supply authority, that the connection and any equipment installed upon the Premises by that authority are properly Maintained.

PART 5: CLEANING, HEALTH, MAINTENANCE AND REPAIR

5.1 Installation and Maintenance of Water Supply and Waste Disposal Facilities

(1) If required by the Lessor, the Lessee must install and Maintain, to the Lessor's satisfaction:

(a) water supply facilities; and

(b) sewerage facilities or effluent and waste water drainage facilities,

To serve the Premises.

(2) For the purposes of Clause 5.1(1);

(a) installation includes connecting the facilities to the relevant local mains pipes adjacent or opposite the Premises;

(b) the Lessee's responsibility to Maintain the relevant facilities does not extend to the mains connections outside the Premises.

5.2 Cleaning and Refuse Disposal

(1) The Lessee must keep the Premises clean and free from the accumulation of refuse, waste and rubbish.

(2) In particular, the Lessee must:

(a) supply and Maintain sufficient and suitable refuse bins upon the Premises; and

(b) provide for regular collection, storage and removal of all refuse, waste and rubbish from the Premises, for disposal at a recognized refuse disposal site,

to the Chief Executive Officer's satisfaction.

5.3 Maintenance (General)

Subject to **Clause 6.2**, the Lessee must Maintain the Premises, including all fixtures and fittings, in at least in the repair, working order and condition in which they existed at the Commencement Date, and without allowance for fair wear and tear.

5.4 Maintenance of Premises (Particular)

Without limiting the effect of **Clause 5.3**, the Lessee's obligation to Maintain the Premises includes:

- (1) rectifying damage to the Premises resulting from the Lessee's negligence;
- (2) replacing all glass broken other than by the Lessor; and
- (3) replacing inoperative or damaged light bulbs or other illumination sources within the Premises; and
- (4) repairing or replacing (as necessary) Lessor property damaged by the Lessee (which repair or replacement may be, at the Lessor's option, effected by the Lessor at the Lessee's expense).

5.5 Excluded Maintenance Items

Clause 5.3 does not oblige the Lessee to repair:

- (1) inherent defects (other than those of which the Lessee is aware in structures installed by the Lessee);
- (2) structural damage other than:
 - (a) damage to structures installed by the Lessee; and
 - (b) damage attributable to the Lessee's negligence or its default under the Lease.

5.6 Repainting

- (1) During:
 - (a) the 5th, 10th and 15th Rent Periods; and
 - (b) the last 3 months of the Term,
 and at any other time agreed between the Parties, the Lessee must repaint or re-treat:
 - (c) at its own expense (including the cost of paint and other material); and
 - (c) to the Lessor's satisfaction (in which respect the Lessor must act reasonably),
 those surfaces of the Premises that are painted or otherwise treated PROVIDED, for the avoidance of doubt, the Lessee is not required to paint or treat colourbond surfaces.
- (2) The Lessee must use, for the purpose of repainting or re-treating the Premises, paints and/or materials:
 - (a) of at least the same quality; and
 - (b) in at least the same quantities (in terms of the number of coats),
 as those with which the relevant surfaces were previously painted or treated.
- (3) If the Lessee fails to discharge its obligations under **Clauses 5.6(1)** and **5.6(2)**, the Lessor may perform the work at the Lessee's expense.

5.7 Notice of Damage, Defect or Danger

The Lessee must inform the Lessor promptly in writing if it becomes aware, or is informed, of:

- (1) damage to the Premises (other than minor damage the repair of which is the Lessee's responsibility);
- (2) the defective operation of any Service;
- (3) any unsafe condition of:
 - (a) the Premises or the Land; and
 - (b) any area adjacent the Land, via which persons access the Land or the Premises.

5.8 Gardening

The Lessee must keep the Premises free of long grass, noxious plants and other weeds.

5.9 Cleansing

The Lessee must keep cleansed all drains and water pipes within the Premises.

5.10 Boundary Fences

Irrespective of the *Dividing Fences Act*, the Lessee is responsible for constructing and repairing any fences bounding the Premises

PART 6: ALTERATIONS AND ADDITIONS

6.1 Alterations / Additions by Lessee

- (1) Unless otherwise permitted or required by this Lease, the Lessee must not make any improvements, alterations, or additions to the Premises, or allow them to be made, without the Lessor's written permission.
- (2) In any event, the Lessee must ensure that all improvements, alterations and additions it makes or allows to be made to the Premises are made:
 - (a) competently;
 - (b) in conformity with plans approved by the Lessor in its capacity as owner of the Land;
 - (c) in conformity with the conditions of the relevant Development Permit;
 - (d) using quality materials; and
 - (e) to the satisfaction, and subject to the directions, of the Lessor.

6.2 Maintenance and Repair of Lessee Improvements

The Lessee must Maintain the improvements, alterations, or additions it makes to the Premises, save where Maintenance is necessitated by Lessor negligence.

6.3 External Lighting

- (1) The Lessee must not install external lighting upon the Premises without the Lessor's written approval.

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- (2) The Lessee also must not allow any approved external lighting (other than lighting approved for the purpose of improving the security of the Premises) to be operated later than:

- (a) the time (if any) nominated in writing by the Lessor; or
(b) if the Lessor has not nominated a time, midnight.

6.4 Landscaping

The Lessee must Maintain throughout the Term, to the Lessor's satisfaction:

- (1) the existing landscaping upon the Premises; and
(2) landscaping completed in compliance with the conditions of any relevant Development Permit.

6.5 Cost of Car Parking Facilities

If the Lessor determines that the Permitted Use renders the provision of Parking Facilities necessary or desirable, the Lessee must:

- (1) pay in full; or
(2) pay a contribution to,
the cost of constructing and Maintaining those Parking Facilities;
(3) upon the Premises; or
(4) upon land owned by or under the control of the Lessor.

6.6 Construction of Car Parking Facilities

- (1) The Lessor will determine (acting reasonably, but in its sole discretion):
(a) the extent and type of Parking Facilities required; and
(b) the location and design of those facilities.
- (2) The Lessor will determine (acting reasonably, by reference to the extent to which the Parking Facilities will benefit the Premises, but in its sole discretion) the extent to which the Lessee must contribute to the cost of constructing and Maintaining the Parking Facilities.
- (3) Before commencing the construction work, the Lessor must notify the Lessee of what the Lessor has determined under **Clauses 6.6(1) and 6.6(2)**.
- (4) The Lessor must not begin construction work earlier than 24 months after service of its notice under **Clause 6.6(3)**.
- (5) The Lessor may enter the Premises by its employees, agents and contractors, and with plant, equipment, machinery and materials, to construct the Parking Facilities.
- (6) The Lessor must ensure that the construction work causes no unreasonable inconvenience to the Lessee, but the Lessor will not be liable to the Lessee for any Cost arising from the construction work unless the Cost results from the Lessor's negligence.
- (7) Forthwith upon completion of the construction work, the Lessor must give the Lessee details of the cost of construction, and the Lessee's due contribution to the cost of construction, calculated in accordance with the Lessor's determination under **Clause 6.6(2)**.

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- (8) The Lessee must pay the cost or contribution (as the case requires) to the Lessor not later than 30 days it receives the Lessor's notice.
- (9) The Lessor may accept (in its absolute discretion) payment of the contribution by instalments, or upon such other terms as it considers appropriate.
- (10) The Lessee must Maintain, in accordance with its general maintenance obligations under this Lease, the Parking Facilities constructed wholly within the Premises.
- (11) The Lessor will Maintain the Parking Facilities constructed beyond the Premises, and, at regular periodic intervals determined by it, will notify the Lessee of:
 - (a) the maintenance costs incurred by the Lessor during the period specified in the notice; and
 - (b) the contribution to those costs (which contribution may be the whole of the costs) for which the Lessee is responsible, calculated in accordance with the Lessor's determination under **Clause 6.6(2)**.
- (12) The Lessee must pay the amount specified in a notice under **Clause 6.6(11)** not later than 30 days after it receives the notice.
- (13) The Lessor may, at any time, having regard to:
 - (a) tenancies of its land in the vicinity of the Premises;
 - (b) terminations of existing leases of land in that vicinity; or
 - (c) any other circumstances affecting the use of the Parking Facilities,
 vary the maintenance contribution payable by the Lessee under this **Clause 6.6**.
- (14) If the Lessor makes a determination under **Clause 6.6(13)**:
 - (a) it must notify the Lessee; and
 - (b) the new rate of contribution will be payable for any period commencing on or after the date of the notice.

6.7 Vesting of Improvements

- (1) All Fixed Improvements the Lessee constructs or installs upon the Premises will vest in the Lessor from the time that they are constructed or installed.
- (2) Despite **Clause 6.7(1)**, the Lessee may sever and remove Lessee Equipment without the Lessor's consent provided that the Lessee make good any damage caused by such removal.
- (3) Irrespective of any conditions of consent imposed by the Lessor, severance and removal must be completed not later than 90 days after the Expiry Date or the date the lease otherwise terminates.
- (4) The Lessee will lose its entitlement to sever and remove any relevant improvements that remain upon the Premises or the Land after the 90-day period expires.

PART 7: LESSOR BENEFIT CONVENANTS**7.1 Entry by Lessor**

- (1) The Lessee must permit the Lessor's servants and agents to enter the Premises at all reasonable times after receiving seven days notice (except in the case of emergency in which case no notice is required), to:
 - (a) examine their condition;
 - (b) effect repairs and alterations that the Lessor deems necessary for their safety, preservation or improvement;

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- (c) monitor or verify the use made of the Premises by the Lessee;
 - (d) exercise any of the Lessor's entitlements under this Lease; and
 - (e) discharge any of the Lessor's statutory duties relating to the Premises.
- (2) The Lessor is not obliged to compensate the Lessee, or any person claiming under or through the Lessee, for any inconvenience or Cost attributable to the exercise of a Lessor entitlement under Clause 7.1(1).

7.2 DELETED INTENTIONALLY**7.3 Indemnity by Lessee**

- (1) The Lessee indemnifies the Lessor against every Cost the Lessor incurs, or for which it is held responsible, arising from, or in any way connected with:
- (a) this Lease;
 - (b) the Premises; and
 - (c) any act or activity, of the Lessee, the Lessor, or any other person, occurring upon or in connection with the Premises.
- (2) Without limiting the effect of Clause 7.3(1), the indemnity the subject of that Clause extends to Cost resulting directly or indirectly from:
- (a) loss, damage, death or injury to any person, attributable in any way to the Lessee's presence upon the Premises, its use of the Premises, and its power of control over the Premises;
 - (b) damage or disadvantage to the Premises, the Building, or the Land, attributable to alterations made to the Premises, irrespective of Lessor consent; and
 - (c) negligent or improper use of a Service by any person;
 - (d) non-timely discharge of a Lessee's obligation under the Lease;
 - (e) loss, damage, death or injury to person or property, attributable in any way to sewage, gas, electric current or any other fluid, substance or force entering or otherwise affecting the Premises, or escaping from them;
 - (f) the Lessee's failure to notify the Lessor of a defect in a Service where the Lessee is, or ought reasonably to be, aware of the defect; and
 - (g) (Without limiting the effect of Clause 7.3(2)) the act of any member, servant, agent, licensee or invitee of the Lessee (including a Caretaker).

DELETED INTENTIONALLY**7.5 Condition Precedent to Lessor Liability**

Irrespective of any rule of law, and anything in the Lease, to the contrary, the Lessor will not be liable to the Lessee for any Cost resulting from Lessor negligence, or from Lessor default under the Lease, unless:

- (1) the Lessee gives the Lessor written notice of that negligence or default; and
- (2) the Lessor subsequently fails, without reasonable cause, to take appropriate remedial action within a reasonable time.

7.6 Interests of Local Government

The Lessee acknowledges that:

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- (1) the Lessee is granted a concessional rent to contribute benefit to the community within the vicinity of the Premises (in particular) and within the State (generally); and
- (2) its intent, in accepting the Lease, is to contribute community benefit through bona fide use of the Premises in accordance with the requirements of the Lease.

7.7 Return of Possession

When the Term expires or the Lease otherwise terminates, the Lessee must:

- (1) return possession of the Premises to the Lessor; and
- (2) (generally) ensure that the Premises as returned are in good, tenable repair and condition, irrespective of their condition at the time the Lessee took possession of them;
- (3) (particularly) ensure that:
 - (a) signs, placards, posters and other adornments installed by the Lessee are removed from the Premises and the Land; and
 - (b) walls or other surfaces from which those items are removed are reinstated to a condition consistent with the requirements of Clause 7.7(2).

PART 8: LESSEE INSURANCE**8.1 Types and Duration of Insurance**

- (1) The Lessee must:
 - (a) insure under a Damage Policy all insurable items located upon the Premises, including plate glass, irrespective of who owns the items;
 - (b) insure under the Workers Compensation Act, all persons it employs to work upon the Premises;
 - (c) insure under a Public Risk Policy with respect to occurrences upon the Premises and any other area of the Land it uses in relation to, or in conjunction with, its use of the Premises (if the Premises do not comprise the whole of the Land); and
 - (d) maintain whatever other insurance the Lessor reasonably requires.
- (2) Examples of areas that a tenant might use in relation to, or in conjunction with, its use of tenanted premises (and therefore that must be covered by the Public Risk Policy pursuant to Clause 8.1 (1)(c)) include:
 - (i) a storage area used under licence;
 - (ii) a playing field used under licence in conjunction with the tenanted premises.

8.2 Indemnity Levels

- (1) All property insured under a Damage Policy must be covered for its full reinstatement or replacement cost.
- (2) Without limiting the effect of Clause 8.2(1), the insurance proceeds under the Damage Policy must cover Defined Expenses.
- (3) The Lessee's Public Risk Policy must provide indemnity on a comprehensive basis, at least to the amount specified at Item 5, in relation to a single occurrence.
- (4) The Lessor may require from time to time, but not more frequently than once every 3 years, that the Lessee increase the level of its public risk cover to the sum nominated in a written notice to

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the Lessee.

- (5) The extent of the increase must be determined reasonably and by reference to:
- (a) changes in the value of money; and
 - (b) demonstrable changes in the real value of damages awards.
- (6) Upon service of the Lessor's notice under Clause 8.2(4), the sum specified at item G will be varied to the sum specified in the notice.
- (7) The Lessor may not give a notice under Clause 8.2(4) earlier than the 3rd anniversary of the Commencement Date.
- (8) Subject to Clauses 8.2(1) to 8.2(6), any insurance the Lessee is required to maintain must provide indemnity in the amount reasonably required by the Lessor.

8.2 General Obligations Concerning Policies

- (1) The Damage Policy, the Public Risk Policy, and any other policy of general insurance that the Lessee must obtain under Clause 8.1:
- (a) must be obtained from a Licensed insurer, approved in writing by the Lessor;
 - (b) must contain no exclusions, endorsements or alterations not approved in writing by the Lessor (that approval not to be unreasonably withheld);
 - (c) generally, must contain provisions acceptable to, or required by, the Lessor (but the Lessor may not require unreasonably the inclusion, retention, modification or exclusion of a provision); and
 - (d) must remain current at all times while the Lessee occupies the Premises.
- (2) To dispel any doubt, if the insurer cancels any such policy, the Lessee must obtain promptly a substitute policy issued by that insurer or another insurer.

8.4 Damage and Public Risk Policies

A damage Policy and a Public Risk Policy must:

- (1) cover the Lessee's liability upon the obligations it has assumed and the indemnities it has given in the Lease;
- (2) provide indemnity upon any claim made after the policy has expired if the event precipitating the claim occurs while the policy is current (and the claimant is not otherwise disentitled to indemnity); and
- (3) contain an undertaking by the insurer to notify the Lessor in writing not later than 30 days before it purports to terminate or materially alter the policy.

8.5 Payment of Premiums

The Lessee must pay promptly all premiums, duty, GST, and other money entailed in maintaining any insurance required under Clause 8.1.

8.8 Proof of Insurance

- (1) Irrespective of when the Term begins, the Lessee is not entitled to possession of the Premises until it produces to the Lessor:
- (a) a copy of each policy of insurance the Lessee is required to effect under Clause 8.1; and
 - (b) a certificate of currency issued under that policy by the insurer.
- (c) During each year of the Term the Lessee must produce to the Lessor, not later than the date of expiry of the then current insurance term: a certificate of currency for the renewed insurance term, issued under the policy by the insurer.

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8.7 Failure to Insure

If the Lessee fails to discharge an obligation under Clauses 8.1 to 8.6:

- (1) the Lessor may obtain or maintain the required insurance, at its option and at the Lessee's cost, and
- (2) the Lessee must reimburse the Lessor upon demand any expenditure the Lessor incurs pursuant to Clause 8.7(1).

8.8 Settlement of Claims

- (1) The Lessee must not pursue a claim under an insurance policy it is required to maintain under this Lease if:
 - (a) the policy concerns the Premises; and
 - (b) the Lessor elects, by written notice to the Lessee, to pursue the claim on the Lessee's behalf.
- (2) If the Lessor elects to pursue the claim to the exclusion of the Lessee, it must:
 - (a) pursue the claim diligently; and
 - (b) use its best endeavours to ensure the Lessee receives from the insurer no less than its entitlement under the policy.

8.9 The State and State Entities

Where the Lessee is:

- (1) the State; or
- (2) an authority of the State constituted under an Act of the State, and eligible for cover by the Queensland Government Insurance Fund.

the Lessee will be deemed to comply with Clauses 8.3(1)(a) to 8.1(1)(c), and 8.4 if it maintains its public risk insurance with the Queensland Government Insurance Fund.

PART 9: ASSIGNMENT [TRANSFER], SUB-LETTING AND MORTGAGING**9.1 Transfer, Sub-letting and Other Dealings**

- (1) The Lessee must not transfer its and interest under this Lease, or any fraction of that interest, without the Lessor's written consent.
- (2) The Lessee must not:
 - (a) sub-let the Premises or any area of them;
 - (b) allow a person other than the Lessee to take or share possession of the Premises or any area of them.

9.2 Pre-requisites for Lessor Consent to Transfer

The Lessor will not be obliged to consent to any dealing with the Lease if the Lessee does not discharge the requirements of Clauses 8.3 to 8.7, 8.9 and 9.10.

9.3 Notice of Proposed Dealing

In seeking Lessor consent to a dealing under any of Clause 9.1, the Lessee must give the Lessor:

- (1) not less than 3 months written notice of the proposed dealing;

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- (2) full details of:
- (a) the other party or parties to the proposed dealing; and
 - (b) the documentation proposed;
- (3) a current statement of the transferee's assets and liabilities; and
- (4) any other relevant information reasonably requested by the Lessor.

9.4 Refusal of Lessor Consent (Outstanding Lessee Default)

The Lessee must not be in default under the Lease:

- (1) at the time of requesting the Lessor's consent under Clause 9.1; or
- (2) at or before completion of the proposed dealing.

particularly (but without limitation) with respect to payment of rent or other money.

9.5 Suitability of Proposed Transferee / Sub-Lessee

The Lessee must demonstrate to the satisfaction of the Lessor (acting reasonably) that a proposed transferee is:

- (1) respectable, responsible, and of adequate financial substance;
- (2) capable of discharging the obligations of the Lessee under this Lease;
- (3) capable of competently conducting upon the Premises the Permitted Use and any other business or activity the Lessor approves in writing; and
- (4) not likely (or certain), through its occupation or use of the Premises, to cause any:
 - (A) security risk to;
 - (B) loss of amenity within; or
 - (C) diminution in value of

the Premises or the Land greater than that (if any) caused by the Lessee's occupation of those premises.

9.6 Formal Consent to Proposed Dealing

- (1) Before completing a proposed transfer or sub-lease, the Lessee must ensure that the proposed transferee or sub-lessee executes in favour of the Lessor a consent agreement, in the form reasonably required by the Lessor.
- (2) The consent agreement must contain:
 - (a) the proposed transferee's or sub-lessee's undertaking not to cause or contribute to a breach of the Lease;
 - (b) the proposed transferee's undertaking to discharge all of the Lessee's obligations under this Lease, whether running with the Land or not;
 - (c) the proposed sub-lessee's undertaking to discharge its obligations under the sub-lease; and
 - (d) a grant of the proposed transferee's or sub-lessee's power of attorney in favour of the Lessor, in similar terms to those of the Lessee's power of attorney in the Lease.

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9.7 Mortgage of Lease

- (1) The Lessee must not grant security⁹ over the Lease.
- (2) However, the Lessor will excuse a breach of Clause 9.7(1) if the mortgagee, chargee or encumbrancee executes a consent agreement, in the form required by the Lessor, regulating the conditions upon which the mortgage, charge, or encumbrance may:
- (a) deal with the Lease; and
 - (b) enter and use the Premises to enforce its security.

9.8 Excepted Security Dealings

- (1) The Lessee need not obtain Lessor consent where it wishes, in good faith, to secure financial accommodation in the normal course of its business via:
- (a) a charge over its undertaking or assets; or
 - (b) a mortgage, charge, lease, or other security interest over Lessee property upon the Premises.

If the Lessor's interest in the Lease is not included in the undertaking, assets, or other property the subject of the security.

- (2) However, Clause 9.8(1) is not a deemed Lessor consent to:
- (a) the relevant security or dealing; or
 - (b) the financier entering the Land or the Premises to enforce the security.
- (3) In the absence of written Lessor consent, irrespective of the terms of the security or dealing, the financier will acquire no entitlement to:
- (a) enter the Land or the Premises; or
 - (b) deal with this Lease, the Premises, or the Lessee's interest in the Premises,
- other than in compliance with the relevant provisions of this Part 9 (as if the financier were the Lessee).
- (4) The Lessee must bring this Clause 9.8 clearly to the attention of the grantee¹⁰ of the security.

9.9 Consent Agreements

The Lessor's solicitors are to prepare agreement to be executed pursuant to a provision of this Part 9.

9.10 Lessor Costs and Expenses

The Lessee must bear, and must pay to the Lessor upon demand (irrespective of whether the relevant dealing is completed), the reasonable legal costs and other expenses the Lessor incurs in relation to:

- (1) investigating any transfer of lease, sub-lease, licence, or mortgage or other security transaction, whether proposed or completed;
- (2) preparing, settling, executing, and stamping any document mentioned in Clause (4); and
- (3) producing any Certificate of Title, or doing anything else necessary or requested, to facilitate Registration of the relevant dealing.

⁹ For example, a mortgage, or a bill of sale or other equitable charge.

¹⁰ For example, the lender under a relevant chattel lease.

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10.1 Quiet Enjoyment

- (1) While it discharges promptly its obligations under the Lease, the Lessee may occupy and use the Premises without interruption from the Lessor.
- (2) Clause 10.1(1) does not apply to interruptions specifically permitted under the Lease.

An example of an interruption specifically permitted is an interruption under Clause 7.1¹¹

PART 11: DAMAGE TO / DESTRUCTION OF PREMISES / BUILDING

11.1 Application of Part 11

This Part 11 applies only where the Premises comprise, include, or form part of a Building other than a building constructed by the Lessee.

11.2 Abatement of Rent and Obligation to Repair

- (1) Without limiting the effect of Clause 11.4, if the Premises or the Building are:
- (a) destroyed; or
 - (b) so damaged that the Premises are substantially inaccessible, or otherwise wholly or partially unusable,

the Lessee will be entitled to the relief detailed in Clause 11.2(2) if the destruction or damage is not the result of the Lessee's negligence.

- (2) If the Premises are destroyed, inaccessible, or wholly unusable, the Lessee's obligations for:

- (a) pay the annual rent (Clause 3.2);
- (b) pay Utility Charges (Clause 3.3); and
- (c) clean and maintain the Premises (Clause 5.2 and 5.3),

will be suspended until the Premises are rendered accessible and fit for the Permitted Use.

- (3) If the Premises are partially inaccessible or partially unusable, the obligations the subject of Clause 11.2(2) will abate proportionately with the nature and extent of the damage and diminution of utility.

11.3 Reinstatement of Premises

- (1) The Lessor is not obliged to reinstate or reconstruct the Building or the Premises if it is or they are damaged or destroyed.

- (2) However, if the Lessor:

- (a) fails to begin reinstatement or reconstruction within 90 days after damage or destruction; or
- (b) having begun the reinstatement or reconstruction, fails to complete it diligently,

the Lessee may require the Lessor, by written notice, to begin or proceed with the reinstatement or reconstruction within 30 days after service of the notice.

¹¹ Entry by Lessor.

Right to Information Release

Title Reference: 15280125

- (3) If the Lessor fails or refuses to comply with a notice under Clause 11.3(2), the Lessee may terminate the Lease by written notice to the Lessor.

11.4 Right to Terminate after Destruction

- (1) If the Premises or the Building are destroyed, or so damaged that the Premises are inaccessible or unusable:
- (a) the Lessor may terminate the Lease if the damage/destruction results from Lessee negligence; or
 - (b) either party may terminate the Lease if the damage is not attributable to Lessee negligence.
- (2) Termination under Clause 11.4(1) must be effected:
- (a) by written notice;
 - (b) within 30 days after the damage/destruction occurs.

and will not affect any entitlements that have accrued to either party beforehand.

PART 12: DEFAULT BY LESSEE**12.1 Events of Default**

- (1) The Lessee will be in default under this Lease if:
- (a) it fails to discharge an obligation the Lease imposes upon it;
 - (b) it fails to discharge an obligation to the Lessor in an agreement for consent to a sub-lease or licence, or the transfer of an interest in the Lease;
 - (c) it fails to discharge an obligation to the Lessor in an agreement for consent to the grant of a mortgage over the Lease; or
 - (d) it commits an Act of Insolvency.
- (2) If the Lessee defaults under the Lease by failing to pay money, or to discharge an obligation, to a person other than the Lessor, the Lessor may:
- (a) pay the money or discharge the obligation as the agent of the Lessee; and
 - (b) recover from the Lessee as a liquidated debt¹¹ all of the money it expends in doing so.
- (3) Subject to section 124 of the Property Law Act¹², if the Lessee is in default under the Lease, the Lessor also may:
- (a) terminate the Lease by re-possession of the Premises at any time, with or without notice;
 - (b) otherwise terminate the Lease.

Without prejudicing the entitlements that have accrued to it for any earlier default by the Lessee.

12.2 Essential Terms

Each of the following covenants by the Lessee is an essential term of this Lease:

¹¹ When the amount of a debt is certain, or can be ascertained by objective means (eg by the application of a formula or scale), the debt is a liquidated debt. In contrast, a non-liquidated debt is one that cannot be calculated until evidence is obtained and considered (eg evidence of what damage has been sustained and how much it will cost to repair).

¹² Section 124 prevents a lessor from terminating a lease for the lessee's breach unless and until the Lessee fails, within a reasonable time after being served with it, to comply with a written notice from the lessor (in a prescribed form) specifying the breach, requesting the lessee to remedy the breach (if it is capable of remedy), and requiring the lessee to pay compensation for the breach (if the lessor claims monetary compensation).

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Title Reference: 15289128

- (1) to pay at the times and in the manner specified:
 - (a) the annual rent or, where applicable, the instalments of annual rent (Clause 3.2);
 - (b) money owing with respect to Rates and Utility Charges (Clause 3.3); and
 - (c) the GST payable in conjunction with a payment under the Lease (Clause 3.7);
- (2) to use and administer the Premises in the required manner (Clauses 4.1 to 4.3);
- (3) not to supply, sell or consume alcohol or other intoxicating or supplying substances upon the Premises other than pursuant to a licence or permit (Clause 4.5);
- (4) not to undertake extractive activities upon the Premises (Clause 4.6);
- (5) to install and maintain water supply and waste disposal facilities (Clause 5.1);
- (6) to maintain the Premises, and keep them clean; (Clauses 5.2 and 5.3); and
- (7) not to:
 - (a) transfer its interest in the Lease, or any fraction of that interest;
 - (b) sub-let the Premises or any area of them;
 - (c) otherwise part with possession of any area of the Premises; or
 - (d) grant security over or affecting the Lease or the Premises,without Lessor consent (Part 9).

12.3 Damages upon Termination for Breach

If it lawfully terminates the Lease for breach of an essential term (whether the term possesses the character of essentially pursuant to or independently of Clause 12.2) the Lessor:

- (1) may recover damages with respect to the breach, including damages for loss of bargain¹⁴; but
- (2) will not be relieved of any duty it otherwise possesses at law to mitigate those damages.

PART 13: DELETED INTENTIONALLY

PART 14: DELETED INTENTIONALLY

PART 15: GENERAL COVENANTS

15.1 Holding Over

- (1) If the Lessee holds over¹⁵ after the Term expires, it will do so as a monthly periodic tenant¹⁶.
- (2) The terms of the tenancy will be those of the Lessee that adapt to a monthly periodic tenancy.
- (3) The rent will remain payable in advance while the Lessee holds over.
- (4) The monthly rent payable by the Lessee while holding over will be the monthly rent instalment payable under the Lease immediately before the Term expired.

¹⁴ Loss of bargain is loss of the benefit of performance of the Lessee's obligations under the Lease during the period between the date of termination by the Lessor and the date upon which the Lease otherwise would have expired.

¹⁵ Continuing to occupy premises after a lease over the premises expires, without lessor objection and without having entered a new lease, is known as "holding over" under the expired lease.

¹⁶ A monthly periodic tenancy for an initial period of 1 month, that is renewed automatically at the end of that month, for a further period of 1 month, and continues to be renewed automatically each month until it is terminated by notice, or otherwise is terminated by law. In other words, it continues from month to month until terminated.

Right to Information Release

- (5) If the rent was not payable monthly, the Lessee must pay on the 1st day after the Term expires a sum equal to the annual rent payable under the Lease immediately before the Term expired.
- (6) At any time while the Lessee holds over, the Lessor may review the rent payable by the Lessee, in accordance with the review process in Clause 3.1 (adapted as if a new lease term had begun when the Lessee began holding over).
- (7) If:
- (A) rent has been paid under Clause 15.1 (5); and
 - (B) the periodic tenancy is terminated before an anniversary of the date upon which the holding-over began,
- the Lessor must refund to the Lessee so much of the annual rent the Lessor has received as relates to the period between the date of termination of the periodic tenancy and the next anniversary of the date upon which the holding-over began.
- (8) A refund under Clause 15.1(7) must be calculated by applying the following formula:
- $$RF = RI \times \frac{A}{B}$$
- (9) In that formula:
- (a) RF is the refund;
 - (b) RI is the rent instalment paid with respect to the year current at the date of termination;
 - (c) A is the period between the date of termination and the date upon which the year current at the date of termination will expire; and
 - (d) B is the number of days in the year current at the date of termination.

15.2 Notices (General)

- (1) This Clause 15.2, together with Clauses 15.3 and 15.4, governs notices under this Lease unless a provision of the Lease specifically provides otherwise.
- (2) A notice must be in writing.
- (3) The Chief Executive Officer or his delegate may sign a notice to be given by the Lessor.
- (4) A notice given by the Lessee may be signed by:
 - (a) the Lessee; or
 - (b) one or more of its Officers;

Service of Notices

A notice may be:

- (1) delivered;
- (2) posted; or
- (3) transmitted by facsimile,

to the intended recipient at its Address for Notices.

15.4 Receipt of Notices

- (1) A notice that is delivered or posted will be deemed received:
 - (a) if delivered, at the moment of delivery;

Right to Information Release

Title Reference: 15290126

- (b) If posted to an address in Australia, 2 Business Days after posting.
- (d) If posted to an address outside Australia, 5 Business Days after posting.
- (2) A notice sent by facsimile transmission will be deemed received at the time of receipt specified in a Confirmation Report, if the report discloses that the transmission was received at or before 5.00pm.
- (3) If the Confirmation Report discloses that the transmission was received after 5.00pm, the notice will be deemed received at 8.30am on the Business Day following the date of receipt disclosed in the report.

Right to Information Release

Dealing Number

Duty Imprint



File

Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

1. Lessor Redland City Council	Lodger (Name, address & phone number) 1	Lodger Code	
2. Lot on Plan Description Lot 62 on RP130218	County Stanley	Parish Russell	Title Reference 15289126
3. Lessee Given names	Surname/Company name and number (include tenancy if more than one) The State of Queensland (Represented by the Department of Emergency Services)		
4. Interest being leased Fee Simple			
5. Description of premises being leased Whole of the land			
6. Term of lease Commencement date: 01 / 12 / 2006 *Expiry date: 30 / 11 / 2026 **Options on page *not required for leases in a retirement village **insert nil if no option	7. Rental/Consideration Refer attached Schedule		

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

* delete inapplicable words

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

Witnessing Officer signature full name qualification	Execution Date 25 / 1 / 08	Lessor's Signature [Signature]
--	--------------------------------------	--

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

9. Acceptance

The lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

Witnessing Officer signature full name qualification	Execution Date 1 / 12 / 2008	Lessee's Signature [Signature]
--	--	--

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner)

Signed for and on behalf of the State of Queensland, by
the Commissioner
a person duly authorised in that behalf.

LAND TITLE ACT 1994

REGISTRATION CONFIRMATION STATEMENT

NATURAL RESOURCES AND WATER, QUEENSLAND

Title Reference : 15289126

This is the current status of the title as at 14:30 on 13/10/2008

REGISTERED OWNER

Dealing No: 711968658 07/10/2008

REDLAND CITY COUNCIL

ESTATE AND LAND

Estate in Fee Simple

LOT 62 REGISTERED PLAN 130218
County of STANLEY
Local Government: REDLAND

Parish of RUSSELL

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 11328181 (POR 6K)
2. LEASE No 711974582 09/10/2008 at 09:49
THE STATE OF QUEENSLAND
(REPRESENTED BY DEPARTMENT OF EMERGENCY SERVICES)
OF THE WHOLE OF THE LAND
TERM: 01/12/2006 TO 30/11/2026 OPTION NIL

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

DEALINGS REGISTERED
711974582 LEASE

Caution - Charges do not necessarily appear in order of priority

**** End of Confirmation Statement ****

M G Locke
Registrar of Titles and Registrar of Water Allocations

Lodgement No: 2551177
Email: confirmations@prime.com.au
PRIME LEGAL SERVICES PTY LTD
Office: BRISBANE
Box: 45

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QUEENSLAND LAND REGISTRY

Land Title Act 1994, Land Act 1994 and Water Act 2000

LEASE/SUB LEASE

Form 7 Version 5

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Dealing Number

Duty Imprint



Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

1. Lessor	Lodger (Name, address & phone number)		Lodger Code
Redland City Council			
2. Lot on Plan Description	County	Parish	Title Reference
Lot 62 on RP130218	Stanley	Russell	15289126
3. Lessee	Surname/Company name and number (include tenancy if more than one)		
Given names	The State of Queensland (Represented by the Department of Emergency Services)		
4. Interest being leased			
Fee Simple			
5. Description of premises being leased			
Whole of the land			
6. Term of lease	7. Rental/Consideration		
Commencement date: 01 / 12 / 2006	Refer attached Schedule		
*Expiry date: 30 / 11 / 2026			
**Options on page			
*not required for leases in a retirement village **insert nil if no option			

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

* delete inapplicable words

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

Witnessing Officer	Execution Date	Lessor's Signature
signature	25 / 7 / 08	
full name		
qualification		

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

9. Acceptance

The lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

Witnessing Officer	Execution Date	Lessee's Signature
signature	1 / 7 / 2008	
full name		
qualification		

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, J

Signed for and on behalf of the State of Queensland, by
the Commissioner
a person duly authorized in that behalf.

Title Reference: 15289126

PART 1: REFERENCE INFORMATION

Item A: Parties

Lessor:

Redland City Council (formerly Redland Shire Council and Council of the Shire of Redland).

Address for Notices:

Delivery:

Cnr Bloomfield & Middle Streets
Cleveland, Qld

Post:

PO Box 21
Cleveland, Qld, 4163

Facsimile:

(07) 3829 8765

Lessee:

The State of Queensland (represented by the Department of Emergency Services).

Address for Notices:

Delivery:

Emergency Services Complex
Cnr Park Road & Kedron Park Road
Kedron, Qld, 4001.

Item B: Location of Premises

Address:

11 Noyes Parade, Karragarra Island, Queensland

Location within Land:

Whole of the land being leased.

Item C: Area

Premises:

536m² [The Premises comprise the whole of the Land]

Item D: Term

Duration:

20 years:

Commencement Date:

01/12/2006

Expiry Date:

30/11/2026

Item E: Rent

Commencing Rent:

\$1.00 per annum, if demanded

Review/Variation of Rent:

Refer to Clause 3.1

Item F: Use of Premises

Permitted Use:

A facility at and from which fire safety and rescue services are provided.

Item G: Public Risk Insurance

Initial Minimum Indemnity Level:

\$10,000,000.00

Review of Indemnity Level:

Refer to Clause 8.2(4).

Title Reference: 15289126

PART 2: INTERPRETATION**2.1 General Requirement**

- (1) Subject to Clause 2.1(2), this Lease is to be interpreted by reference to the provisions of this Part 2.
- (2) Each of those provisions applies to the Lease unless:
 - (a) the context otherwise requires; or
 - (b) a contrary intention appears.

2.2 Definitions

Each of the following expressions bears the meaning shown opposite:

Act

- (1) An Act passed by Commonwealth Parliament or the Queensland Parliament.
- (2) Subordinate legislation under any such Act.
- (3) A direction or requirement made under any such Act or subordinate legislation by a competent authority or person.
- (4) A licence, authorization, consent, approval, or exemption granted under any such Act or subordinate legislation.
- (5) A planning instrument.
- (6) A local law.

act

Includes

- (1) an omission; and
- (2) a refusal to act.

Act of insolvency

- (1) Suffering the appointment of a receiver or a receiver and manager, which appointment is not terminated, postponed or enjoined within 14 days after it is made.
- (2) Entering voluntary administration.
- (3) Failing to satisfy a statutory demand under section 459E of the *Corporations Act*.
- (4) Suffering the presentation of a winding-up application or the appointment of a provisional liquidator.
- (5) Suffering de-registration as a corporation.
- (6) Entering a composition or scheme of arrangement for the benefit of creditors.
- (7) Failing to secure the return of one's assets within 21 days after a creditor or an encumbrancee lawfully seizes them.
- (8) Committing an act of bankruptcy mentioned in section 40 of the *Bankruptcy Act*.
- (9) Suffering the presentation of a bankruptcy petition.
- (10) Signing an authority under section 188 of the *Bankruptcy Act* (to appoint a controlling trustee).

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Address	<p>With respect to a party to the Lease:</p> <ol style="list-style-type: none"> (1) its address shown at Item A; (2) such other address or facsimile number as it has notified in writing to the party giving it a notice as its address or facsimile number for notices; or (3) if it is not at the address or facsimile number the subject of paragraph (1) or paragraph (2) of this definition, its last principal place of business or facsimile number in Queensland known to the party giving it a notice.
Adjustment Note	<p>An adjustment note as defined in the GST Act, being, without limiting the ambit of that definition, a note:</p> <ol style="list-style-type: none"> (1) in the approved form under the GST Act; and (2) detailing an adjustment of the GST payable or paid upon a Taxable Supply under this Lease.
Appendix	An appendix to this Lease.
Bankruptcy Act	<i>Bankruptcy Act 1966 (Cwth).</i>
Building	A building that comprises, includes, or forms part of, the Premises.
Business Day	A day, other than a Saturday, Sunday or public holiday, upon which banks are open for business in the Shire.
Chief Executive Officer	<ol style="list-style-type: none"> (1) The Lessor's chief executive officer at any relevant time (2) Any person the chief executive officer authorizes in writing to exercise at any relevant time his responsibilities for any purpose relating to this Lease¹.
Clause	A clause, sub-clause, or paragraph of this Lease.
Commencement Date	The date detailed at Item D as the date the Term begins.
Common Areas	Those parts of the Land not leased or licensed to any person.
Consideration	Consideration as defined in the GST Act (being, without limiting the ambit of that definition, anything given or done, voluntarily or not, in return for a Taxable Supply).
Corporations Act	<i>Corporations Act 2001 (Cwth).</i>
Cost	Includes loss, liability, damage and expense.
Creditable Acquisition	A creditable acquisition as defined in the GST Act (being, without limiting the ambit of that definition, an acquisition with respect to which the acquirer is entitled to claim an Input Credit).
Damage Policy	An insurance policy that indemnifies against Cost resulting from damage or destruction through:

¹ Section 1132 of the Local Government Act empowers the chief executive officer of a local government, with certain exceptions, to delegate his/her responsibilities, generally or particularly, to another employee of the local government.

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- (1) fire;
- (2) entry of water;
- (3) storm and tempest;
- (4) lightning;
- (5) earthquake;
- (6) explosion and concussion from explosion;
- (7) impact of vehicles, aircraft, and articles escaping from them;
- (8) malicious acts;
- (9) civil commotion;
- (10) theft;
- (11) act of God; and;
- (12) other risks nominated reasonably by the Lessor from time to time.

Defined Expenses

The expenses to be covered by a Damage Policy, namely:

- (1) in the event of damage, the cost of repairing the damage or reinstating the damaged item or structure, in each case at least to the condition in which it existed before it was damaged;
- (2) in the event of destruction, the cost of replacing the item or structure destroyed with one of a quality at least equivalent to that of the item or structure before its destruction;
- (3) the cost of debris removal and disposal, demolition, site clearance, and other work required by an Act;
- (4) the fees payable to architects, engineers, surveyors, solicitors, building contractors, and other consultants and contractors engaged to facilitate the repair, reinstatement, rebuilding, or replacement; and
- (5) incidental expenses.

Development PermitA development approval or development permit issued pursuant to the *Integrated Planning Act*.**Dividing Fences Act***Dividing Fences Act 1953 (Qld)*.**Expiry Date**

The date detailed at Item D as the date the Term expires.

Fixed Improvement

- (1) A structure, of a permanent or semi-permanent character, that is firmly affixed to:

- (a) the Land; or
- (b) a structure upon the Land,

to enable the Land to be used or better used for a particular purpose.

Examples:

- (a) a building, whether demountable or not;
- (b) an observation or viewing tower;
- (c) floodlighting apparatus (including pole);
- (d) a swimming pool or other bathing facility;

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- (e) a brick or concrete block barbecue;
- (f) a coldroom;
- (g) an integrated air-conditioning system and an air-conditioner that is mounted through a hole made in an external wall for the purpose of enabling the machine to be so mounted;
- (h) an in-ground irrigation system;
- (i) a fence or wall other than a purpose-designed temporary fence or wall;
- (j) a building slab;
- (k) an immovable sight screen structure (irrespective of whether the screen itself can be re-positioned from side to side upon the structure);
- (l) a concrete, paved, or otherwise constructed, path, patio or similar structure;
- (m) an entrance arch.

- (2) The expression does not include an item that is affixed to the Land or a structure that is placed upon the Land to enable the item or structure to be used or better used.

Examples

- (a) a well-mounted dispensing machine;
- (b) a window-mounted air-conditioner;
- (c) football goalposts;
- (d) a flagpole;
- (e) a cargo container.

Fire and Rescue Authority Act Fire and Rescue Authority Act 1990 (Qld)

GST

GST as defined in the GST Act (being, without limiting the ambit of the definition in that Act, a tax upon the value of a supply of goods and/or services).

GST Act

A New Tax System (Goods and Services Tax) Act 1999 (Cwth).

Include

Encompass or include, without being limited to what is stated to be encompassed or included.

[Example: "act" is defined as including an omission and a refusal to act. However, the expression is not confined to an omission and a refusal to do something; it also encompasses (obviously) a positive action].

Indicative Rate

The interest rate charged for the time being by the Lessor's banker to its customers on overdraft accommodation exceeding \$100,000.00.

Input Credit

An input tax credit as defined in the GST Act (being, without limiting the ambit of that definition, a tax credit allowed to the consumer of a supply who has borne the GST upon the value of that supply).

Insurance Act

Insurance Act 1973 (Cwth).

Insurance-relevant Information

A matter relating to the Lessee, or to any of its Officers or major shareholders, likely to affect an insurer's decision to grant or continue

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

SCHEDULE

Form 20 Version 2
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Title Reference: 15289126

Information	<p>Insurance for any of the following risks:</p> <ol style="list-style-type: none"> (1) fire; (2) entry of water; (3) storm and tempest; (4) lightning; (5) earthquake; (6) explosion and concussion from explosion; (7) impact of vehicles, aircraft, and articles escaping from them; (8) malicious acts; (9) civil commotion; (10) theft; (11) act of God; and (12) any other risk that the lessor has nominated to the Lessee.
Integrated Planning Act	<i>Integrated Planning Act 1997 (Qld).</i>
Item	An alphabetically numbered item of particulars in 0.
Land	The land described at Panel 2.
Land Title Act	<i>Land Title Act 1994 (Qld).</i>
Lease	<ol style="list-style-type: none"> (1) This document, including any document amending it. (2) The agreement evidenced by those documents. (3) Any written agreement or item of agreement expressed to be supplemental to those documents or the bargain.
Lessee	The person/s detailed at Panel 3.
Lessee Equipment	<p>All items of equipment owned by the Lessee or to which the Lessee is entitled to possession:</p> <ol style="list-style-type: none"> (1) located upon the Premises or (with the Lessor's permission) elsewhere upon the Land; or (2) used by the Lessee upon the Premises or elsewhere upon the land.
Lessor	Redland Shire Council.
Lessor's Office	<ol style="list-style-type: none"> (1) The Lessor's address specified at Item A. (2) Any substitute address the Lessor notifies to the Lessee in writing.
Licence	The user licence granted under Clause 14.1 .
Licensed Insurer	An insurer licensed under the <i>Insurance Act</i> to conduct insurance business.
Local Government Act	<i>Local Government Act 1993 (Qld).</i>

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Maintain	Includes repair and replace.
Negligence	An act, including an intentional act, that: <ol style="list-style-type: none"> (1) breaches a duty of care owed to a person; and (2) causes that person to incur or sustain a Cost that is compensable at law.²
Officer	Any director or management committee member, a secretary, an executive officer, an attorney, or a solicitor of or for a party to the Lease.
Panel	(Where used in this Schedule) a numbered panel of particulars (including an enlarged panel) in the Form 7 of this Lease.
Parking Facilities	(For the purposes of Clauses 6.5 and 6.6) car parking facilities to service the Premises.
Part	A numbered part or division of this Lease, other than an Appendix or an Attestation, containing 1 or more Clauses.
Permitted Use	The activity or activities that the Lessee is permitted to conduct upon the Premises under Clause 4.1.
Planning Scheme	The planning scheme governing the Shire pursuant to the <i>Integrated Planning Act</i> .
Premises	<ol style="list-style-type: none"> (1) The premises detailed at Panel 5, as shown upon the plan contained in the Appendix. (2) All improvements and chattels the property of the Lessor: <ol style="list-style-type: none"> (a) situated upon those premises; and (b) used by the Lessee for the purposes of enjoyment or management of those premises.
Property Law Act	<i>Property Law Act 1974 (Qld)</i>
Public Risk Policy	<p>An insurance policy that indemnifies against Cost resulting from:</p> <ol style="list-style-type: none"> (1) property loss; (2) property damage; (3) death; and (4) personal injury, <p>sustained, or resulting from an occurrence:</p> <ol style="list-style-type: none"> (5) upon the Premises; or (6) upon any other area of the Land the Lessee uses in relation to, or in conjunction with, its use of the Premises.
Rates	<ol style="list-style-type: none"> (1) Local government water rates and sewerage rates.

² Not all loss, damage, or injury is compensable at law, e.g. mere embarrassment or distress (though embarrassment or distress may operate to aggravate a compensable injury and, thus, increase the compensation entitlement with respect to that injury).

Title Reference: 15289126

	(2) Environmental levy, or any levy otherwise named but which is imposed to assist or to facilitate preservation, restoration, or improvement of the natural environment/s within the Shire.
	(3) The levy an owner of land must pay to the local government under the <i>Fire and Rescue Authority Act</i> .
Recipient	The person to whom a Taxable Supply is made under this Lease.
Registration	Recording of the relevant dealing upon the title to the Land, by the Registration Authority, pursuant to the <i>Land Title Act</i> .
Registration Authority	Department of Natural Resources, Mines and Water (Qld).
Rent Period	Each period of 12 months during the Term, beginning on the day the Term commences.
Services	<p>The services or systems of any nature from time to time appurtenant to the Premises, including:</p> <ul style="list-style-type: none"> (1) fire, sprinkler and air conditioning facilities; (2) lighting, gas, fuel and other power sources; (3) water, sewerage or drainage facilities; (4) plant rooms and storage facilities, <p>and the fittings, fixtures, appliances, plant and equipment used for provision of those services or systems.</p>
Shire	The Shire of Redland (being the territorial unit by that name created under the <i>Local Government Act</i>).
Supplier	The person who makes a Taxable Supply under this Lease.
Taxable Supply	<p>A taxable supply as defined in the <i>GST Act</i>, being, without limiting the ambit of that definition a supply made:</p> <ul style="list-style-type: none"> (1) by a person who is, or is required to be, registered for GST; (2) for Consideration; <p>in the course of or in furthering an enterprise connected with Australia.</p>
Tax Invoice	<p>A tax invoice as defined in the <i>GST Act</i>, being, without limiting the ambit of that definition, an invoice:</p> <ul style="list-style-type: none"> (1) in the approved form under the <i>GST Act</i>; and (2) detailing the price for a Taxable Supply under this Lease.
Term	The term of this Lease, as detailed at Panel 6.
Utility Charges	<ul style="list-style-type: none"> (1) Charges by the local government for the supply of: <ul style="list-style-type: none"> (a) water, gas, and sewerage services; and (b) cleansing services. (2) Any other service charge assessed with respect to the Premises under Chapter 14, Part 2 of the <i>Local Government Act</i>.

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Workers Compensation Act**Workers Compensation and Rehabilitation Act 203 (Qld).****2.3 Grammatical Similarities**

Where a word or phrase is specifically defined, other parts of speech and grammatical forms of that word or phrase bear meanings corresponding to and consistent with that definition.

2.4 Parties

Reference to a party to the Lease includes:

- (1) in the case of a natural person, that person and his/her executors, administrators and assigns (transferees); and
- (2) in the case of a corporation, the corporation, its successors and assigns (transferees).

2.5 Concurrent Responsibility

Where a party is composed of 2 or more persons, each item of agreement by the party binds:

- (1) all of those persons collectively; and
- (2) each of them as an individual.³

2.6 Covenants

Reference to a covenant or obligation in the Lease includes a covenant or obligation.

- (1) express or implied; and
- (2) positive or negative;
- (3) running with the land or merely personal to the party upon which it is imposed.

2.7 Statutory and Other Bodies

Reference to a relevant body (statutory, professional, or other) includes any body:

- (1) established or constituted in lieu of that body; and
- (2) as nearly as may be, succeeding to its powers or functions.

2.8 Block References

- (1) Reference to the period between 2 specified dates, times or periods includes each of those 2 dates, times or periods.

[Example: A reference to the period "from 1 January to 31 December" or "between 1 January and 31 December" is a reference to the period comprising each of those 2 dates and all of the days between them].

- (2) Reference to the numbers, provisions or items, in this or another document, between 2 numbers, numbered provisions or numbered items, includes each of those 2 numbers, numbered provisions or items.

[Example: A reference to "Clauses 2.1 to 2.5" or "from Clause 2.1 to Clause 2.5" or "between Clause 2.1 and Clause 2.5" is a collective reference to those 2 Clauses and the Clauses between them].

³ This collective and individual responsibility is otherwise known as joint and several responsibility.

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2.9 Miscellaneous References

Reference to:

- (1) the singular includes the plural, and vice versa;
- (2) a gender includes each other gender;
- (3) a person includes a corporation, a firm and a voluntary association, and vice versa;
- (4) an Act includes an Act that amends or replaces an Act;
- (5) a section or other provision of an Act includes a section or provision that amends, consolidates or replaces the section or provision;
- (6) money is a reference to Australian dollars and cents;
- (7) a time of day is a reference to Australian eastern standard time; and;
- (8) writing is a reference to reproduction of words, figures, symbols and shapes in visible form, including print, type, lithograph, facsimile and photocopy;

2.10 Headings and Notes

Subject headings, footnotes, endnotes, and the table of contents:

- (1) exist for convenience only; and
- (2) are to be disregarded when interpreting the Lease.

2.11 Contra Proferentem Interpretation

The Lease is not to be interpreted against the interest of the Lessor merely because the document was prepared by the Lessor or on its behalf.

2.12 Nature of Lease Document

Irrespective of whether it records the passage of consideration between the Lessor and the Lessee, this document is a deed.⁴

2.13 Modification of Implied Covenants

- (1) The covenants implied by sections 105⁵ and 107⁶ of the *Property Law Act* are modified by or excluded from the Lease to the extent that they are inconsistent with it.
- (2) No covenant is implied into the Lease by operation of section 109⁷ of the *Property Law Act*.

2.14 Legislative Intrusion

A provision in an Act, purporting to exclude or amend a provision of the Lease, is inapplicable to the Lease to the extent that the law permits the parties to exclude by contract the application of that provision.

⁴ A deed is a special form of contract that is signed and sealed by each party (contrasting with an agreement under hand, which is merely signed by each party). A contract by deed is enforceable without the necessity for one party to do or promise anything in return for what the other party does or promises.

⁵ Section 105 specifies obligations to pay the agreed rent and keep the premises repaired, that apply unless the parties agree otherwise.

⁶ Section 107 specifies a number of lessor entitlements that will be implied into a lease unless the parties agree otherwise.

⁷ Section 109 specifies a number of provisions that can be implied into a lease by the inclusion of short form expressions in the document.

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2.15 Merger

A provision of the Lease capable of continued application after:

- (1) the Lease has terminated; or
- (2) a court has issued judgement or made an order against a party with respect to that provision will remain enforceable despite the termination, judgement or order.

2.16 Severance

If:

- (1) any provision of the Lease is void, voidable, illegal or unenforceable; or
- (2) the Lease would be void, voidable, illegal or unenforceable unless a particular provision were deleted from it,

the provision will be deemed deleted from the Lease.

2.17 Entirety of Agreement

The Lessee acknowledges that it has not been induced to accept the Lease by any representation, verbal or other, made by or on behalf of the Lessor and not detailed in the Lease.

PART 3: RENT AND OTHER CHARGES**3.1 Amount of Rent**

The annual rent payable during the first Rent Period shall be \$1.00, if demanded and the annual rent payable in each Rent Period thereafter, throughout the Term, shall be the amount determined by the Lessor in accordance with its policies from time to time.

3.2 Payment of Rent

The Lessee must pay the annual rent to the Lessor:

- (1) in advance, on the 1st day of each Rent Period of the Term;
- (2) without demand and without deduction;
- (3) at the Lessor's Office.

3.3 Payment of Rates and Utility Charges

- (1) The Lessee must pay upon demand the Lessor's accounts for Rates and Utility Charges, or their equivalent, levied or imposed with respect to the Premises.
- (2) This Clause 3.3 applies irrespective of whether the Premises are rateable land for the purposes of the *Local Government Act*.
- (3) The Lessor's entitlements under Clause 3.3 are additional to, not in derogation of, its entitlement, as local government, to levy and recover Rates and Utility Charges under the *Local Government Act* with respect to the Premises.

3.4 Charges for Gas and Electricity

- (1) The Lessee must pay all charges imposed or levied for gas and electricity consumed upon, or serving, the Premises.
- (2) Where the charges are assessed directly against the Lessee, payment must be made to the assessing authority not later than the due date for payment imposed by the authority.

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- (3) Otherwise, the Lessee must pay the Lessor within 14 days after being invoiced by the Lessor.
- (4) The Lessor will invoice the Lessee for the aggregate of:
 - (a) the amount determined by reference to the schedule of tariffs or charges issued for the time being by the relevant gas or electricity authority; and
 - (b) any fee payable by the Lessor to have the supply meter for the Premises read by that authority.

3.5 Costs

The Lessee must pay to the Lessor upon demand:

- (1) all duty upon or arising from the Lease and any dealing with the Lease (including interest and fines other than interest and fines resulting from omissions of the Lessor) if applicable;
- (2) the Registration fees upon the Lease (excluding requisition fees not attributable to the act of the Lessee) if applicable;
- (3) the Lessor's reasonable legal and other expenses of:
 - (a) preparation, settlement, execution, stamping and Registration of the Lease;
 - (b) obtaining a Registrable plan of the Premises; and
 - (c) obtaining a consent or approval (such as a reconfiguration approval) required with respect to the Lease or a dealing with the Lease, particularly a consent or approval requested by the Lessee;
- (4) the Lessor's reasonable legal and other expenses of preparation, settlement, execution, stamping and Registration of any necessary documents with respect to:
 - (a) transfer or mortgage of the Lease;
 - (b) sub-letting the Premises;
 - (c) any other dealing concerning the lease; and
 - (d) exercising or attempting to exercise any entitlement accruing to the Lessor upon a default by the Lessee under the Lease.

3.6 Character of Payments (GST)

Unless otherwise specified in this Lease, Consideration for a Taxable Supply under the Lease is GST-exclusive.

3.7 Responsibility for Payment of GST

The Recipient must:

- (1) bear the GST upon a Taxable Supply made under this Lease;
- (2) pay the tax to the Supplier with the Consideration for the Taxable Supply.

3.8 Adjustment for Input Credits (Reimbursement of Expenses)

- (1) If the Lease requires a Recipient to reimburse a Supplier the full cost of a Creditable Acquisition, that cost is to be net of the full Input Credit to which the Supplier is entitled for the cost.

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- (2) If the Lease requires the reimbursement of a percentage of the cost of a Creditable Acquisition, the percentage is to be net of an equivalent percentage of the Input Credit to which the Supplier is entitled for the cost.⁸
- (3) If the reimbursement of all or part of the cost of a Creditable Acquisition constitutes Consideration for a Taxable Supply, the Recipient must pay the Supplier, in conjunction with the reimbursement payment, the GST referable to that Taxable Supply.

3.9 Adjustments by Taxation Authority

If the GST paid by the Supplier differs from the amount of GST borne by the Recipient because the Commissioner of Taxation has lawfully adjusted the value of a Taxable Supply:

- (1) the Recipient must pay the shortfall to the Supplier; or
 - (2) the Supplier must refund the overpayment to the Recipient,
- as the case requires.

3.10 Tax Invoices and Adjustment Notes

- (1) The Supplier need not give the Recipient a Tax Invoice or Adjustment Note for a Taxable Supply under the Lease if the Commissioner of Taxation has issued a written determination permitting the Recipient to issue its own Tax Invoice or Adjustment Note for the supply.
- (2) Otherwise, however, the Supplier must give the Recipient, within 14 days after it receives the Consideration and GST, a Tax Invoice or Adjustment Note for the Taxable Supply but recognising the community nature of the Premises.

PART 4: USE OF PREMISES

4.1 Permitted Use

The Lessee must use the Premises:

- (1) only for activities specified at Item F;
- (2) in an orderly and responsible manner;
- (3) in compliance with the relevant requirements of the Planning Scheme; and
- (4) in compliance with the conditions of any relevant Development Permit.

4.2 Overnight Sleeping/Residential Usage

- (1) In particular (but without limiting the effect of Clause 4.1), the Lessee must not permit any person:
 - (a) to sleep overnight upon the Premises (on a temporary or permanent basis); or
 - (b) otherwise to use the Premises for residential purposes,
 without the Chief Executive Officer's written permission.
- (2) Clause 4.2(1) does not apply if, in the Lessee's opinion, it is necessary for the Lessee's employees, agents or contractors to remain upon the Premises overnight during an emergency.

⁸ Example: If 75% of the cost of the Creditable Acquisition is to be reimbursed, the Recipient may deduct from that amount 75% of the Input Credit to which the Supplier is entitled with respect to the acquisition.

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4.3 Administration of Premises

- (1) The Lessee must make the rules and arrangements that the Chief Executive Officer directs it to make for:
 - (a) protection, control and management of the Premises; and
 - (b) exclusion of dissolute, disreputable or otherwise undesirable persons from the Premises.
- (2) The Lessee also must do everything reasonable to assist the Lessor to enforce the requirements of any Act applicable to the Premises.
- (3) **Clauses 4.3(1) and 4.3(2)** do not limit the general effect of **Clauses 4.1 (2) and 4.1 (3)**.

4.4 Improper/Noxious Behaviour

- (1) The Lessee must not conduct, or permit to occur, upon the Premises anything illegal, immoral, noxious, or offensive.
- (2) The Lessee must not conduct, or permit to occur, upon the Premises anything that may cause, in the Chief Executive Officer's opinion, nuisance, annoyance, or Cost to:
 - (a) the Lessor;
 - (b) other persons lawfully occupying or using the Land;
 - (c) the owners or occupiers of neighbouring premises; or
 - (d) persons lawfully upon or about the Premises.
- (3) **Clause 4.4(2)** does not apply to infrequent activities consistent with the operation of a fire station.

[Examples: testing sirens and cleaning hoses].

4.5 Supply / Consumption of Intoxicating / Stupefying Substances

The Lessee must ensure that no liquor or other intoxicating or stupefying substance is supplied, sold or consumed upon the Premises other than in accordance with:

- (1) the conditions of an appropriate licence or permit issued by the appropriate authority under a relevant Act; and
- (2) the Chief Executive Officer's written approval.

4.6 Earthworks and Extractive Activities

Subject to **Clause 6.4**, the Lessee must not:

- (1) undertake earthworks upon the Premises;
- (2) remove, or permit to be removed, from the Premises any sand, stone, soil or mineral, except where (and then only to the extent) reasonably necessary for construction or installation of improvements to the Premises that are:
 - (3) expressly required of it under this Lease; and
 - (4) approved by the Lessor.

4.7 Compliance with Statutory Requirements

The Lessee must discharge promptly, at its own expense (where applicable), the requirements of:

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- (1) all Acts relating to the Premises; and
- (2) all notices, orders, requisitions and requirements (whether directed to the Lessor, the Lessee or both of them) issued with respect to the Premises by any lawful authority.

4.8 Advertising Devices

- (1) No advertising sign, bill, placard, notice or poster is to be affixed, painted, exhibited or operated upon the Premises without the Chief Executive Officer's written permission.
- (2) When the Lease expires or otherwise terminates, the Lessee must remove all signs, bills, placards, notices and posters placed by the Lessee upon the Premises.

4.9 Connection of Electricity

The Lessee must:

- (1) arrange with the relevant electricity supply authority for connection of suitable mains electricity to the Premises; and
- (2) ensure, to the satisfaction of the electricity supply authority, that the connection and any equipment installed upon the Premises by that authority are properly Maintained.

PART 5: CLEANING, HEALTH, MAINTENANCE AND REPAIR

5.1 Installation and Maintenance of Water Supply and Waste Disposal Facilities

- (1) If required by the Lessor, the Lessee must install and Maintain, to the Lessor's satisfaction:
 - (a) water supply facilities; and
 - (b) sewerage facilities or effluent and waste water drainage facilities,
 To serve the Premises.
- (2) For the purposes of Clause 5.1(1);
 - (a) installation includes connecting the facilities to the relevant local mains pipes adjacent or opposite the Premises;
 - (b) the Lessee's responsibility to Maintain the relevant facilities does not extend to the mains connections outside the Premises.

5.2 Cleaning and Refuse Disposal

- (1) The Lessee must keep the Premises clean and free from the accumulation of refuse, waste and rubbish.
- (2) In particular, the Lessee must:
 - (a) supply and Maintain sufficient and suitable refuse bins upon the Premises; and
 - (b) provide for regular collection, storage and removal of all refuse, waste and rubbish from the Premises, for disposal at a recognized refuse disposal site,
 to the Chief Executive Officer's satisfaction.

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5.3 Maintenance (General)

Subject to **Clause 6.2**, the Lessee must Maintain the Premises, including all fixtures and fittings, in at least in the repair, working order and condition in which they existed at the Commencement Date, and without allowance for fair wear and tear.

5.4 Maintenance of Premises (Particular)

Without limiting the effect of **Clause 5.3**, the Lessee's obligation to Maintain the Premises includes:

- (1) rectifying damage to the Premises resulting from the Lessee's negligence;
- (2) replacing all glass broken other than by the Lessor; and
- (3) replacing inoperative or damaged light bulbs or other illumination sources within the Premises; and
- (4) repairing or replacing (as necessary) Lessor property damaged by the Lessee (which repair or replacement may be, at the Lessor's option, effected by the Lessor at the Lessee's expense).

5.5 Excluded Maintenance Items

Clause 5.3 does not oblige the Lessee to repair:

- (1) inherent defects (other than those of which the Lessee is aware in structures installed by the Lessee);
- (2) structural damage other than:
 - (a) damage to structures installed by the Lessee; and
 - (b) damage attributable to the Lessee's negligence or its default under the Lease.

5.6 Repainting

- (1) During:
 - (a) the 5th, 10th and 15th Rent Periods; and
 - (b) the last 3 months of the Term,
 and at any other time agreed between the Parties, the Lessee must repaint or re-treat;
 - (c) at its own expense (including the cost of paint and other material); and
 - (c) to the Lessor's satisfaction (in which respect the Lessor must act reasonably),
 those surfaces of the Premises that are painted or otherwise treated PROVIDED, for the avoidance of doubt, the Lessee is not required to paint or treat colourbond surfaces.
- (2) The Lessee must use, for the purpose of repainting or re-treating the Premises, paints and/or materials.
 - (a) of at least the same quality; and
 - (b) in at least the same quantities (in terms of the number of coats),
 as those with which the relevant surfaces were previously painted or treated.
- (3) If the Lessee fails to discharge its obligations under **Clauses 5.6(1)** and **5.6(2)**, the Lessor may perform the work at the Lessee's expense.

5.7 Notice of Damage, Defect or Danger

The Lessee must inform the Lessor promptly in writing if it becomes aware, or is informed, of:

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- (1) damage to the Premises (other than minor damage the repair of which is the Lessee's responsibility);
- (2) the defective operation of any Service;
- (3) any unsafe condition of:
 - (a) the Premises or the Land; and
 - (b) any area adjacent the Land, via which persons access the Land or the Premises.

5.8 Gardening

The Lessee must keep the Premises free of long grass, noxious plants and other weeds.

5.9 Cleansing

The Lessee must keep cleansed all drains and water pipes within the Premises.

5.10 Boundary Fences

Irrespective of the *Dividing Fences Act*, the Lessee is responsible for constructing and repairing any fences bounding the Premises

PART 6: ALTERATIONS AND ADDITIONS

6.1 Alterations / Additions by Lessee

- (1) Unless otherwise permitted or required by this Lease, the Lessee must not make any improvements, alterations, or additions to the Premises, or allow them to be made, without the Lessor's written permission;
- (2) In any event, the Lessee must ensure that all improvements, alterations and additions it makes or allows to be made to the Premises are made:
 - (a) competently,
 - (b) in conformity with plans approved by the Lessor in its capacity as owner of the Land;
 - (c) in conformity with the conditions of the relevant Development Permit;
 - (d) using quality materials; and
 - (e) to the satisfaction, and subject to the directions, of the Lessor.

6.2 Maintenance and Repair of Lessee Improvements

The Lessee must Maintain the improvements, alterations, or additions it makes to the Premises, save where Maintenance is necessitated by Lessor negligence.

6.3 External Lighting

- (1) The Lessee must not install external lighting upon the Premises without the Lessor's written approval.

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- (2) The Lessee also must not allow any approved external lighting (other than lighting approved for the purpose of improving the security of the Premises) to be operated later than:

- (a) the time (if any) nominated in writing by the Lessor; or
- (b) if the Lessor has not nominated a time, midnight.

6.4 Landscaping

The Lessee must Maintain throughout the Term, to the Lessor's satisfaction:

- (1) the existing landscaping upon the Premises; and
- (2) landscaping completed in compliance with the conditions of any relevant Development Permit.

6.5 Cost of Car Parking Facilities

If the Lessor determines that the Permitted Use renders the provision of Parking Facilities necessary or desirable, the Lessee must:

- (1) pay in full; or
- (2) pay a contribution to,
the cost of constructing and Maintaining those Parking Facilities;
 - (3) upon the Premises; or
 - (4) upon land owned by or under the control of the Lessor.

6.6 Construction of Car Parking Facilities

- (1) The Lessor will determine (acting reasonably, but in its sole discretion):
 - (a) the extent and type of Parking Facilities required; and
 - (b) the location and design of those facilities.
- (2) The Lessor will determine (acting reasonably, by reference to the extent to which the Parking Facilities will benefit the Premises, but in its sole discretion) the extent to which the Lessee must contribute to the cost of constructing and Maintaining the Parking Facilities.
- (3) Before commencing the construction work, the Lessor must notify the Lessee of what the Lessor has determined under **Clauses 6.6(1) and 6.6(2)**.
- (4) The Lessor must not begin construction work earlier than 24 months after service of its notice under **Clause 6.6(3)**.
- (5) The Lessor may enter the Premises by its employees, agents and contractors, and with plant, equipment, machinery and materials, to construct the Parking Facilities.
- (6) The Lessor must ensure that the construction work causes no unreasonable inconvenience to the Lessee, but the Lessor will not be liable to the Lessee for any Cost arising from the construction work unless the Cost results from the Lessor's negligence.
- (7) Forthwith upon completion of the construction work, the Lessor must give the Lessee details of the cost of construction, and the Lessee's due contribution to the cost of construction, calculated in accordance with the Lessor's determination under **Clause 6.6(2)**.

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- (8) The Lessee must pay the cost or contribution (as the case requires) to the Lessor not later than 30 days it receives the Lessor's notice.
- (9) The Lessor may accept (in its absolute discretion) payment of the contribution by instalments, or upon such other terms as it considers appropriate.
- (10) The Lessee must Maintain, in accordance with its general maintenance obligations under this Lease, the Parking Facilities constructed wholly within the Premises.
- (11) The Lessor will Maintain the Parking Facilities constructed beyond the Premises, and, at regular periodic intervals determined by it, will notify the Lessee of:
- (a) the maintenance costs incurred by the Lessor during the period specified in the notice; and
 - (b) the contribution to those costs (which contribution may be the whole of the costs) for which the Lessee is responsible, calculated in accordance with the Lessor's determination under Clause 6.6(2).
- (12) The Lessee must pay the amount specified in a notice under Clause 6.6(11) not later than 30 days after it receives the notice.
- (13) The Lessor may, at any time, having regard to:
- (a) tenancies of its land in the vicinity of the Premises;
 - (b) terminations of existing leases of land in that vicinity; or
 - (c) any other circumstances affecting the use of the Parking Facilities,
- vary the maintenance contribution payable by the Lessee under this Clause 6.6.
- (14) If the Lessor makes a determination under Clause 6.6(13):
- (a) it must notify the Lessee; and
 - (b) the new rate of contribution will be payable for any period commencing on or after the date of the notice.

6.7 Vesting of Improvements

- (1) All Fixed Improvements the Lessee constructs or installs upon the Premises will vest in the Lessor from the time that they are constructed or installed.
- (2) Despite Clause 6.7(1), the Lessee may sever and remove Lessee Equipment without the Lessor's consent provided that the Lessee make good any damage caused by such removal.
- (3) Irrespective of any conditions of consent imposed by the Lessor, severance and removal must be completed not later than 90 days after the Expiry Date or the date the lease otherwise terminates.
- (4) The Lessee will lose its entitlement to sever and remove any relevant improvements that remain upon the Premises or the Land after the 90-day period expires.

PART 7: LESSOR BENEFIT CONVENANTS

7.1 Entry by Lessor

- (1) The Lessee must permit the Lessor's servants and agents to enter the Premises at all reasonable times after receiving seven days notice (except in the case of emergency in which case no notice is required), to:
 - (a) examine their condition;
 - (b) effect repairs and alterations that the Lessor deems necessary for their safety, preservation or improvement;

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- (c) monitor or verify the use made of the Premises by the Lessee;
 - (d) exercise any of the Lessor's entitlements under this Lease; and
 - (e) discharge any of the Lessor's statutory duties relating to the Premises.
- (2) The Lessor is not obliged to compensate the Lessee, or any person claiming under or through the Lessee, for any inconvenience or Cost attributable to the exercise of a Lessor entitlement under Clause 7.1(1).

7.2 DELETED INTENTIONALLY

7.3 Indemnity by Lessee

- (1) The Lessee indemnifies the Lessor against every Cost the Lessor incurs, or for which it is held responsible, arising from, or in any way connected with:
- (a) this Lease;
 - (b) the Premises; and
 - (c) any act or activity, of the Lessee, the Lessor, or any other person, occurring upon or in connection with the Premises.
- (2) Without limiting the effect of Clause 7.3(1), the indemnity the subject of that Clause extends to Cost resulting directly or indirectly from:
- (a) loss, damage, death or injury to any person, attributable in any way to the Lessee's presence upon the Premises, its use of the Premises, and its power of control over the Premises;
 - (b) damage or disadvantage to the Premises, the Building, or the Land, attributable to alterations made to the Premises, irrespective of Lessor consent; and
 - (c) negligent or improper use of a Service by any person;
 - (d) non-timely discharge of a Lessee obligation under the Lease;
 - (e) loss, damage, death or injury to person or property, attributable in any way to sewage, gas, electric current or any other fluid, substance or force entering or otherwise affecting the Premises, or escaping from them;
 - (f) the Lessee's failure to notify the Lessor of a defect in a Service where the Lessee is, or ought reasonably to be, aware of the defect; and
 - (g) (Without limiting the effect of Clause 7.3(2)(a)) the act of any member, servant, agent, licensee or invitee of the Lessee (including a Caretaker).

7.4 DELETED INTENTIONALLY

7.5 Condition Precedent to Lessor Liability

Irrespective of any rule of law, and anything in the Lease, to the contrary, the Lessor will not be liable to the Lessee for any Cost resulting from Lessor negligence, or from Lessor default under the Lease, unless:

- (1) the Lessee gives the Lessor written notice of that negligence or default; and
- (2) the Lessor subsequently fails, without reasonable cause, to take appropriate remedial action within a reasonable time.

7.6 Interests of Local Government

The Lessee acknowledges that:

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- (1) this Lease is granted at a concessional rent to contribute benefit to the community within the vicinity of the Premises (in particular) and within the Shire (generally); and
- (2) its intent, in accepting the Lease, is to contribute community benefit through bona fide use of the Premises in accordance with the requirements of the Lease.

7.7 Return of Possession

When the Term expires or the Lease otherwise terminates, the Lessee must:

- (1) return possession of the Premises to the Lessor; and
- (2) (generally) ensure that the Premises as returned are in good, tenable repair and condition, irrespective of their condition at the time the Lessee took possession of them;
- (3) (particularly) ensure that:
 - (a) signs, placards, posters and other adornments installed by the Lessee are removed from the Premises and the Land; and
 - (b) walls or other surfaces from which those items are removed are reinstated to a condition consistent with the requirements of Clause 7.7(2).

PART 8: LESSEE INSURANCE

8.1 Types and Duration of Insurance

- (1) The Lessee must:
 - (a) insure under a Damage Policy all insurable items located upon the Premises, including plate glass, irrespective of who owns the items;
 - (b) insure under the *Workers Compensation Act*, all persons it employs to work upon the Premises;
 - (c) insure under a Public Risk Policy with respect to occurrences upon the Premises and any other area of the Land it uses in relation to, or in conjunction with, its use of the Premises (if the Premises do not comprise the whole of the Land); and
 - (d) maintain whatever other insurance the Lessor reasonably requires.
- (2) Examples of areas that a tenant might use in relation to, or in conjunction with, its use of tenanted premises (and therefore that must be covered by the Public Risk Policy pursuant to Clause 8.1 (1)(c)) include:
 - (a) a storage area used under licence;
 - (b) a playing field used under licence in conjunction with the tenanted premises.

8.2 Indemnity Levels

- (1) All property insured under a Damage Policy must be covered for its full reinstatement or replacement cost.
- (2) Without limiting the effect of Clause 8.2(1), the insurance proceeds under the Damage Policy must cover Defined Expenses.
- (3) The Lessee's Public Risk Policy must provide indemnity on a comprehensive basis, at least to the amount specified at Item G, in relation to a single occurrence.
- (4) The Lessor may require from time to time, but not more frequently than once every 3 years, that the Lessee increase the level of its public risk cover to the sum nominated in a written notice to

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the Lessee.

- (5) The extent of the increase must be determined reasonably and by reference to:
 - (a) changes in the value of money; and
 - (b) demonstrable changes in the real value of damages awards.
- (6) Upon service of the Lessor's notice under Clause 8.2(4), the sum specified at Item G will be varied to the sum specified in the notice.
- (7) The Lessor may not give a notice under Clause 8.2(4) earlier than the 3rd anniversary of the Commencement Date.
- (8) Subject to Clauses 8.2(1) to 8.2(6), any insurance the Lessee is required to maintain must provide indemnity in the amount reasonably required by the Lessor.

8.2 General Obligations Concerning Policies

- (1) The Damage Policy, the Public Risk Policy, and any other policy of general insurance that the Lessee must obtain under Clause 8.1:
 - (a) must be obtained from a Licensed Insurer, approved in writing by the Lessor;
 - (b) must contain no exclusions, endorsements or alterations not approved in writing by the Lessor (that approval not to be unreasonably Withheld);
 - (c) generally, must contain provisions acceptable to, or required by, the Lessor (but the Lessor may not require unreasonably the inclusion, retention, modification or exclusion of a provision); and
 - (d) must remain current at all times while the Lessee occupies the Premises.
- (2) To dispel any doubt, if the insurer cancels any such policy, the Lessee must obtain promptly a substitute policy issued by that insurer or another insurer.

8.4 Damage and Public Risk Policies

A damage Policy and a Public Risk Policy must:

- (1) cover the Lessee's liability upon the obligations it has assumed and the indemnities it has given in the Lease;
- (2) provide indemnity upon any claim made after the policy has expired if the event precipitating the claim occurs while the policy is current (and the claimant is not otherwise disentitled to indemnity); and
- (3) contain an undertaking by the insurer to notify the Lessor in writing not later than 30 days before it purports to terminate or materially alter the policy.

8.5 Payment of Premiums

The Lessee must pay promptly all premiums, duty, GST, and other money entailed in maintaining any insurance required under Clause 8.1.

8.6 Proof of Insurance

- (1) Irrespective of when the Term begins, the Lessee is not entitled to possession of the Premises until it produces to the Lessor:
 - (a) a copy of each policy of insurance the Lessee is required to effect under Clause 8.1; and
 - (b) a certificate of currency issued under that policy by the insurer.
- (c) During each year of the Term the Lessee must produce to the Lessor, not later than the date of expiry of the then current insurance term a certificate of currency for the renewed insurance term, issued under the policy by the insurer.

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8.7 Failure to Insure

If the Lessee fails to discharge an obligation under Clauses 8.1 to 8.6:

- (1) the Lessor may obtain or maintain the required insurance, at its option and at the Lessee's cost; and
- (2) the Lessee must reimburse the Lessor upon demand any expenditure the Lessor incurs pursuant to Clause 8.7(1).

8.8 Settlement of Claims

- (1) The Lessee must not pursue a claim under an insurance policy it is required to maintain under this Lease if:
 - (a) the policy concerns the Premises; and
 - (b) the Lessor elects, by written notice to the Lessee, to pursue the claim on the Lessee's behalf.
- (2) If the Lessor elects to pursue the claim to the exclusion of the Lessee, it must:
 - (a) pursue the claim diligently; and
 - (b) use its best endeavours to ensure the Lessee receives from the insurer no less than its entitlement under the policy.

8.9 The State and State Entities

Where the Lessee is:

- (1) the State; or
- (2) an authority of the State constituted under an Act of the State, and eligible for cover by the Queensland Government Insurance Fund;

the Lessee will be deemed to comply with Clauses 8.3(1)(a) to 8.1(1)(c), and 8.4 if it maintains its public risk insurance with the Queensland Government Insurance Fund.

PART 9: ASSIGNMENT [TRANSER], SUB-LETTING AND MORTGAGING**9.1 Transfer, Sub-letting and Other Dealings**

- (1) The Lessee must not transfer its and interest under this Lease, or any fraction of that interest, without the Lessor's written consent.
- (2) The Lessee must not:
 - (a) sub-let the Premises or any area of them;
 - (b) allow a person other than the Lessee to take or share possession of the Premises or any area of them.

9.2 Pre-requisites for Lessor Consent to Transfer

The Lessor will not be obliged to consent to any dealing with the Lease if the Lessee does not discharge the requirements of Clauses 9.3 to 9.7, 9.9 and 9.10.

9.3 Notice of Proposed Dealing

In seeking Lessor consent to a dealing under any of Clause 9.1, the Lessee must give the Lessor:

- (1) not less than 3 months written notice of the proposed dealing;

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(2) full details of:

- (a) the other party or parties to the proposed dealing; and
- (b) the documentation proposed;

(3) a current statement of the transferee's assets and liabilities; and

(4) any other relevant information reasonably requested by the Lessor.

9.4 Refusal of Lessor Consent (Outstanding Lessee Default)

The Lessee must not be in default under the Lease:

- (1) at the time of requesting the Lessor's consent under Clause 9.1; or
- (2) at or before completion of the proposed dealing,

particularly (but without limitation) with respect to payment of rent or other money.

9.5 Suitability of Proposed Transferee / Sub-Lessee

The Lessee must demonstrate to the satisfaction of the Lessor (acting reasonably) that a proposed transferee is:

- (1) respectable, responsible, and of adequate financial substance;
- (2) capable of discharging the obligations of the Lessee under this Lease;
- (3) capable of competently conducting upon the Premises the Permitted Use and any other business or activity the Lessor approves in writing, and
- (4) not likely (or certain), through its occupation or use of the Premises, to cause any:
 - (a) security risk to;
 - (b) loss of amenity within; or
 - (c) diminution in value of,

the Premises or the Land greater than that (if any) caused by the Lessee's occupation of those premises.

9.6 Formal Consent to Proposed Dealing

- (1) Before completing a proposed transfer or sub-lease, the Lessee must ensure that the proposed transferee or sub-lessee executes in favour of the Lessor a consent agreement, in the form reasonably required by the Lessor.
- (2) The consent agreement must contain:
 - (a) the proposed transferee's or sub-lessee's undertaking not to cause or contribute to a breach of the Lease;
 - (b) the proposed transferee's undertaking to discharge all of the Lessee's obligations under this Lease, whether running with the Land or not;
 - (c) the proposed sub-lessee's undertaking to discharge its obligations under the sub-lease; and
 - (d) a grant of the proposed transferee's or sub-lessee's power of attorney in favour of the Lessor, in similar terms to those of the Lessee's power of attorney in the Lease.

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9.7 Mortgage of Lease

- (1) The Lessee must not grant security⁹ over the Lease.
- (2) However, the Lessor will excuse a breach of Clause 9.7(1) if the mortgagee, chargee or encumbrancee executes a consent agreement, in the form required by the Lessor, regulating the conditions upon which the mortgagee, chargee, or encumbrancee may:
 - (a) deal with the Lease; and
 - (b) enter and use the Premises to enforce its security.

9.8 Excepted Security Dealings

- (1) The Lessee need not obtain Lessor consent where it wishes, in good faith, to secure financial accommodation in the normal course of its business via:
 - (a) a charge over its undertaking or assets; or
 - (b) a mortgage, charge, lease, or other security interest over Lessee property upon the Premises,

if the Lessee's interest in the Lease is not included in the undertaking, assets, or other property the subject of the security.

- (2) However, Clause 9.8(1) is not a deemed Lessor consent to:
 - (a) the relevant security or dealing; or
 - (b) the financier entering the Land or the Premises to enforce the security.
- (3) In the absence of written Lessor consent, irrespective of the terms of the security or dealing, the financier will acquire no entitlement to:
 - (a) enter the Land or the Premises; or
 - (b) deal with this Lease, the Premises, or the Lessee's interest in the Premises,
 other than in compliance with the relevant provisions of this Part 9 (as if the financier were the Lessee).
- (4) The Lessee must bring this Clause 9.8 clearly to the attention of the grantee¹⁰ of the security.

9.9 Consent Agreements

The Lessor's solicitors are to prepare agreement to be executed pursuant to a provision of this Part 9.

9.10 Lessor Costs and Expenses

The Lessee must bear, and must pay to the Lessor upon demand (irrespective of whether the relevant dealing is completed), the reasonable legal costs and other expenses the Lessor incurs in relation to:

- (1) investigating any transfer of lease, sub-lease, licence, or mortgage or other security transaction, whether proposed or completed;
- (2) preparing, settling, executing, and stamping any document mentioned in Clause (4); and
- (3) producing any Certificate of Title, or doing anything else necessary or requested, to facilitate Registration of the relevant dealing.

⁹ For example, a mortgage, or a bill of sale or other equitable charge.

¹⁰ For example, the lessor under a relevant chattel lease.

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10.1 Quiet Enjoyment

- (1) While it discharges promptly its obligations under the Lease, the Lessee may occupy and use the Premises without interruption from the Lessor.
- (2) Clause 10.1(1) does not apply to interruptions specifically permitted under the Lease.

An example of an interruption specifically permitted is an interruption under Clause 7.1¹¹

PART 11: DAMAGE TO / DESTRUCTION OF PREMISES / BUILDING

11.1 Application of Part 11

This Part 11 applies only where the Premises comprise, include, or form part of a Building other than a building constructed by the Lessee.

11.2 Abatement of Rent and Obligation to Repair

- (1) Without limiting the effect of Clause 11.4, if the Premises or the Building are:
 - (a) destroyed; or
 - (b) so damaged that the Premises are substantially inaccessible, or otherwise Wholly or partially unusable,

the Lessee will be entitled to the relief detailed in Clause 11.2(2) if the destruction or damage is not the result of the Lessee's negligence.
- (2) If the Premises are destroyed, inaccessible, or wholly unusable, the Lessee's obligations to:
 - (a) pay the annual rent (Clause 3.2);
 - (b) pay Utility Charges (Clause 3.3); and
 - (c) clean and Maintain the Premises (Clauses 5.2 and 5.3),

will be suspended until the Premises are rendered accessible and fit for the Permitted Use.
- (3) If the Premises are partially inaccessible or partially unusable, the obligations the subject of Clause 11.2(2) will abate proportionately with the nature and extent of the damage and diminution of utility.

11.3 Reinstatement of Premises

- (1) The Lessor is not obliged to reinstate or reconstruct the Building or the Premises if it is or they are damaged or destroyed.
- (2) However, if the Lessor:
 - (a) fails to begin reinstatement or reconstruction within 90 days after damage or destruction; or
 - (b) having begun the reinstatement or reconstruction, fails to complete it diligently,

the Lessee may require the Lessor, by written notice, to begin or proceed with the reinstatement or reconstruction within 30 days after service of the notice.

¹¹ Entry by Lessor.

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- (3) If the Lessor fails or refuses to comply with a notice under **Clause 11.3(2)**, the Lessee may terminate the Lease by written notice to the Lessor.

11.4 Right to Terminate after Destruction

- (1) If the Premises or the Building are destroyed, or so damaged that the Premises are inaccessible or unusable:
- (a) the Lessor may terminate the Lease if the damage/destruction results from Lessee negligence; or
 - (b) either party may terminate the Lease if the damage is not attributable to Lessee negligence.
- (2) Termination under **Clause 11.4(1)** must be effected:
- (a) by written notice;
 - (b) within 30 days after the damage/destruction occurs,

and will not affect any entitlements that have accrued to either party beforehand.

PART 12: DEFAULT BY LESSEE

12.1 Events of Default

- (1) The Lessee will be in default under this Lease if:
- (a) it fails to discharge an obligation the Lease imposes upon it;
 - (b) it fails to discharge an obligation to the Lessor in an agreement for consent to a sub-lease or licence, or the transfer of an interest in the Lease;
 - (c) it fails to discharge an obligation to the Lessor in an agreement for consent to the grant of a mortgage over the Lease; or
 - (d) it commits an Act of Insolvency.
- (2) If the Lessee defaults under the Lease by failing to pay money, or to discharge an obligation, to a person other than the Lessor, the Lessor may:
- (a) pay the money or discharge the obligation as the agent of the Lessee; and
 - (b) recover from the Lessee as a liquidated debt¹² all of the money it expends in doing so.
- (3) Subject to section 124 of the *Property Law Act*¹³, if the Lessee is in default under the Lease, the Lessor also may:
- (a) terminate the Lease by re-possessing the Premises at any time, with or without notice;
 - (b) otherwise terminate the Lease.

Without prejudicing the entitlements that have accrued to it for any earlier default by the Lessee.

12.2 Essential Terms

Each of the following covenants by the Lessee is an essential term of this Lease:

¹² When the amount of a debt is certain, or can be ascertained by objective means (eg by the application of a formula or scale), the debt is a liquidated debt. In contrast, a non-liquidated debt is one that cannot be calculated until evidence is obtained and considered (eg evidence of what damage has been sustained and how much it will cost to repair).

¹³ Section 124 prevents a lessor from terminating a lease for the lessee's breach unless and until the Lessee fails, within a reasonable time after being served with it, to comply with a written notice from the lessor (in a prescribed form) specifying the breach, requiring the lessee to remedy the breach (if it is capable of remedy), and requiring the lessee to pay compensation for the breach (if the lessor claims monetary compensation).

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- (1) to pay at the times and in the manner specified:
 - (a) the annual rent or, where applicable, the instalments of annual rent (Clause 3.2);
 - (b) money owing with respect to Rates and Utility Charges (Clause 3.3); and
 - (c) the GST payable in conjunction with a payment under the Lease (Clause 3.7);
- (2) to use and administer the Premises in the required manner (Clauses 4.1 to 4.3);
- (3) not to supply, sell or consume alcohol or other intoxicating or stupefying substances upon the Premises other than pursuant to a licence or permit (Clause 4.5);
- (4) not to undertake extractive activities upon the Premises (Clause 4.6);
- (5) to install and Maintain water supply and waste disposal facilities (Clause 5.1);
- (6) to Maintain the Premises, and keep them clean; (Clauses 5.2 and 5.3); and
- (7) not to:
 - (a) transfer its interest in this Lease, or any fraction of that interest;
 - (b) sub-let the Premises or any area of them;
 - (c) otherwise part with possession of any area of the Premises; or
 - (d) grant security over or affecting the Lease or the Premises,
 without Lessor consent (Part 9).

12.3 Damages upon Termination for Breach

If it lawfully terminates the Lease for breach of an essential term (whether the term possesses the character of essentiality pursuant to or independently of Clause 12.2) the Lessor:

- (1) may recover damages with respect to the breach, including damages for loss of bargain¹⁴; but;
- (2) will not be relieved of any duty it otherwise possesses at law to mitigate those damages.

PART 13: DELETED INTENTIONALLY

PART 14: DELETED INTENTIONALLY

PART 15: GENERAL COVENANTS

15.1 Holding Over

- (1) If the Lessee holds over¹⁵ after the Term expires, it will do so as a monthly periodic tenant.¹⁶
- (2) The terms of the tenancy will be those of the Lease that adapt to a monthly periodic tenancy.
- (3) The rent will remain payable in advance while the Lessee holds over.
- (4) The monthly rent payable by the Lessee while holding over will be the monthly rent instalment payable under the Lease immediately before the Term expired.

¹⁴ Loss of bargain is loss of the benefit of performance of the Lessee's obligations under the Lease during the period between the date of termination by the Lessor and the date upon which the Lease otherwise would have expired.

¹⁵ Continuing to occupy premises after a lease over the premises expires, without lessor objection and without having entered a new lease, is known as "holding over" under the expired lease.

¹⁶ A monthly periodic tenancy for an initial period of 1 month, that is renewed automatically at the end of that month, for a further period of 1 month, and continues to be renewed automatically each month until it is terminated by notice, or otherwise is terminated by law. In other words, it continues from month to month until terminated.

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- (5) If the rent was not payable monthly, the Lessee must pay on the 1st day after the Term expires a sum equal to the annual rent payable under the Lease immediately before the Term expired.
- (6) At any time while the Lessee holds over, the Lessor may review the rent payable by the Lessee, in accordance with the review process in Clause 3.1 (adapted as if a new lease term had begun when the Lessee began holding over).
- (7) If:
- (a) rent has been paid under Clause 15.1 (5); and
 - (b) the periodic tenancy is terminated before an anniversary of the date upon which the holding-over began,
- the Lessor must refund to the Lessee so much of the annual rent the Lessor has received as relates to the period between the date of termination of the periodic tenancy and the next anniversary of the date upon which the holding-over began.
- (8) A refund under Clause 15.1(7) must be calculated by applying the following formula:
- $$Rf = RI \times \frac{A}{B}$$
- (9) In that formula:
- (a) Rf is the refund;
 - (b) RI is the rent instalment paid with respect to the year current at the date of termination;
 - (c) A is the period between the date of termination and the date upon which the year current at the date of termination will expire; and
 - (d) B is the number of days in the year current at the date of termination.

15.2 Notices (General)

- (1) This Clause 15.2, together with Clauses 15.3 and 15.4, governs notices under this Lease unless a provision of the Lease specifically provides otherwise.
- (2) A notice must be in writing.
- (3) The Chief Executive Officer or his delegate may sign a notice to be given by the Lessor.
- (4) A notice given by the Lessee may signed by:
 - (a) the Lessee; or
 - (b) one or more of its Officers;

15.3 Service of Notices

A notice may be:

- (1) delivered;
 - (2) posted; or
 - (3) transmitted by facsimile,
- to the intended recipient at its Address for Notices.

15.4 Receipt of Notices

- (1) A notice that is delivered or posted will be deemed received;
 - (a) if delivered, at the moment of delivery;

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- (b) If posted to an address in Australia, 2 Business Days after posting;
- (d) If posted to an address outside Australia, 5 Business Days after posting.
- (2) A notice sent by facsimile transmission will be deemed received at the time of receipt specified in a Confirmation Report, if the report discloses that the transmission was received at or before 5.00pm.
- (3) If the Confirmation Report discloses that the transmission was received after 5.00pm, the notice will be deemed received at 8.30am on the Business Day following the date of receipt disclosed in the report.

Right to Information Release