



City of
**Norwood
Payneham
& St Peters**

LEASE AGREEMENT

between

THE CORPORATION OF THE CITY OF NORWOOD
PAYNEHAM AND ST PETERS

and

EASTERN HEALTH AUTHORITY INCORPORATED

**UNIT 3, ST PETERS TOWN HALL COMPLEX
101 PAYNEHAM ROAD, ST PETERS SOUTH
AUSTRALIA**

SCHEDULE

Item 1

The Lessee

Name:

Eastern Health Authority Inc.

Registered Business Number:

ABN: 52 535 526 439

Address:

PO Box 275, Stepney SA 5069

Item 2

The Complex and the Facility

Name of Complex:

St Peters Town Hall Complex

Location:

101 Payneham Road, St Peters SA 5069

(Situated on the western corner of St Peters Street and Payneham Road)

Name of Facility:

Eastern Health Authority Office

Location:

Unit 3, 101 Payneham Road, St Peters SA 5069

(Situated within the St Peters Town Hall Complex)

Being a portion of the land comprised in Certificate of Title Volume 5827 Folio 303

Position and Dimensions of Leased Area:

As coloured in red and labelled 'Tenancy 3' on the Plan annexed to this Lease as Annexure A

Item 3

The Lease Period

Ten (10) years

With one (1) renewal option of ten (10) years, commencing on 5 January 2035, if exercised

Item 4

The Commencement Date

5 January 2025

Item 5

The Lease Fee \$124,150 per annum (exclusive of GST) for the first year of the Lease Period, and subsequently reviewed annually in accordance with clause 3.1

Item 6

Times and manner for Payment of the Lease Fee To be paid monthly in advance through a direct transfer from the Lessee's bank account to the bank account nominated by the Council

Item 7

Permitted Use of the Facility Administrative offices/centre and ancillary purposes including medical clinics, training facilities and resource centre

Item 8

Keys - The number of keys that the Council will provide at its cost: Six (6)

Proximity Cards - The number of cards or fobs that the Council will provide at its cost: Six (6)

Item 9

Public risk insurance Twenty Million Dollars (\$20,000,000.00) at the commencement of the Lease.

Note: The Council has the right to nominate at any time the amount of the public risk insurance cover, to a greater or lesser figure (vide clause 4.3).

Item 10

Special Conditions Refer to Annexure B

LEASE AGREEMENT

PARTIES

THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST PETERS of 175
The Parade, Norwood SA 5067 (**Council**)

EASTERN HEALTH AUTHORITY INCORPORATED ABN 52 535 526 439 of PO Box 275, Stepney
SA 5069 (**Lessee**)

BACKGROUND

- A. This Lease is issued pursuant to Section 202 of the *Local Government Act 1999*.
- B. The Community, Recreational or Sporting Complex described in Item 2 of the Schedule ("the Complex") is owned by or under the care, control and management of the Council, within which exists the premises described in Item 2 of the Schedule ("the Facility").
- C. The Lessee has requested a lease to occupy the Facility and the Council has resolved to grant the Lessee a lease over the Facility.
- D. The Lessee has inspected the Facility and is satisfied that the Facility is in good condition and is fit for the purposes for which the Lessee intends to use it.
- E. The Council and the Lessee wish to record the conditions of the Lease in this document.

TERMS AND CONDITIONS OF LEASE

1. INTERPRETING THIS LEASE

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

1.2 The expressions below have the following meanings:

Council includes the Council's employees, servants, agents and contractors.

Facility means the community, recreational or sporting facility being leased (as described in Item 2 of the Schedule) including any buildings, structures, fences, improvements and fixtures that:

- (a) are on the property now; or
- (b) are erected during the term of this Lease.

GST means the tax on taxable supplies under *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Lessee and the "Lessee's visitors" includes the Lessee's employees, servants, agents, contractors, and anybody else that the Lessee allows onto or into the Facility.

Proximity card readers and **proximity cards** refer to the electronic devices that are used to lock and unlock doors at the Complex.

Schedule means the Schedule at the front of this Lease.

1.3 A reference to a party includes that party's successors and transferees.

- 1.4 Words in the singular include words in the plural and vice versa.
- 1.5 If two or more persons are referred to in the Schedule as "the Lessee" then this Lease binds them jointly and severally.
- 1.6 The words "person" or "group" includes a body corporate.
- 1.7 A reference to any Act or law includes any Act or law that amends or replaces it.
- 1.8 A reference to "the Lease Period" in this Lease includes any extension to it.
- 1.9 Clause headings are for reference only and should not be taken into account in interpreting this Lease.
- 1.10 This Lease shall be subject in all things to the consent of the Development Assessment Commission or its successors if such consent is required.
- 1.11 The provisions of the *Retail and Commercial Leases Act 1995* will not apply to this Lease.

2. GRANT OF LEASE

The Council grants to the Lessee a Lease of the Facility:

- 2.1 for the Lease Period stated in Item 3 of the Schedule;
- 2.2 starting on the date stated in Item 4 of the Schedule; and
- 2.3 on condition that the Lessee meets all of its obligations under this Lease.

3. THE LESSEE'S OBLIGATIONS

The Lessee agrees with the Council as follows:

3.1 Lease Fee

- 3.1.1 The Lessee must pay to the Council the annual Lease Fee set out in Item 5 of the Schedule at the time and in the manner specified in Item 6 of the Schedule.
- 3.1.2 The Lease Fee will be reviewed annually during the lease period on each anniversary of the Commencement Date and in accordance with clauses 3.1.3, 3.1.4 and 3.1.5.
- 3.1.3 Every fifth year of the Lease (including any renewal periods, if the Lease is renewed by the Lessee) the Council will review the Lease Fee by obtaining a valuation of the market rent that the Facility, without the fit-out and improvements of the Lessee being included in the valuation, but including reference to the value of the licences granted within the lease and apply one hundred per cent (100%) of that rental valuation as the amount of rent payable, i.e. marked to market. The valuation may be the figure obtained by the Council as part of its asset revaluation exercise that is undertaken every five (5) years and subsequently increased by CPI movements up to the year that the mark to market rent review is applied.

- 3.1.4 In the years during the Lease Period that the Lease Fee is not being reviewed by being marked to market, any increase in the Lease Fee will be in proportion to the percentage change in the Consumer Price Index (CPI) published by the Australian Government for Adelaide (All Groups) for the previous twelve months, using the quarter that is penultimate to the review date. [For example: if the anniversary of the commencement date is 1 January, then annual movements in the September quarter will be used]
- 3.1.5 When the CPI is being used as the basis for the annual review of the rent, the annual Lease Fee will not change if there is no annual increase in the CPI.

3.2 Rates, Taxes, Charges and Costs

- 3.2.1 With the exception of general rates charged by the Council, the Lessee must pay on time and in full all rates, taxes, levies and charges relating to the Facility no matter whether they are charged, levied or payable by the Lessee or the Council.
- 3.2.2 The Lessee will be responsible for 50% of the Council's costs associated with the preparation of this Lease and 100% of the Council's costs associated with any renewal of this Lease.
- 3.2.3 If the Lessee requires the lease to be registered on the Certificate of Title the Lessee must pay all of the additional costs incurred by the Council in having the lease registered at Land Service SA including professional fees incurred in the preparation and lodging of a lease plan and the preparation and lodging of additional documents and amendments necessary to have the lease prepared in a form suitable for registration.
- 3.2.4 The Lessee must comply with its obligations under this Lease at its own cost.

3.3 Sub-Leasing

- 3.3.1 The Lessee must not assign, transfer or sub-lease the Facility or any part of it unless it first gets the consent of the Council in writing. The Council will have absolute discretion in its decisions to approve, approve subject to conditions (including rent levels) or refuse its consent.
- 3.3.2 Where the Council gives consent to a sub-lease, the Lessee must ensure that any sub-Lease has the same terms and conditions as are detailed in this Lease.
- 3.3.3 The Lessee must not use this Lease as security for a loan or otherwise deal with the Facility without first obtaining the prior consent of the Council in writing. Such consent to be at the sole discretion of the Council.

3.4 Use of the Facility

- 3.4.1 The Lessee must not use nor allow any other person to use the Facility for any purpose or activity except for that stated in Item 7 of the Schedule unless it first gets the consent of the Council in writing.

3.5 To Comply with Laws and Council Policies

- 3.5.1 The Lessee must comply with the provisions of all Acts, regulations, bylaws, codes and Council policies, plans and systems which affect the Facility or the Lessee's use of the Facility.

- 3.5.2 The Lessee must comply with any requirement imposed by any local government or semi-government authority in relation to the Facility or to the Lessee's use of the Facility.
- 3.5.3 Without limiting the generality of 3.5.2, the Lessee must specifically comply with all requirements under laws dealing with occupational health and safety, public health, public safety, fire safety and safety generally.
- 3.5.4 At its sole discretion, the Council may carry out work, install fixtures and equipment and enter into contracts to have the Facility comply with the provisions of all Acts, regulations, by-laws and codes which affect the Facility or the Lessee's use of the Facility.
- 3.5.5 If the Council incurs expenditure under 3.5.4 then the Lessee must pay to the Council all costs so incurred by the Council as soon as demanded by the Council.

3.6 Maintenance and Repair

- 3.6.1 The Lessee must maintain the Facility in good condition and free from hazards and must:-
- (a) keep the Facility clean, tidy and free from dirt, rubbish, pests and vermin;
 - (b) keep the Facility in good repair (fair wear and tear and damage by fire, storm, tempest, act of god, war, riot, civil commotion and earthquake excepted);
 - (c) paint any buildings and other improvements in the Facility to the Council's satisfaction;
 - (d) keep all sinks, drains, pipes and other plumbing that directly relate to the Facility in good repair and free from blockages and ensure that no part of the Facility becomes insanitary;
 - (e) keep all of the Lessee's property in good condition so as to prevent any hazard to any person or any deterioration in the condition of the Facility;
 - (f) repair any damage to the Facility caused by the Lessee or its visitors;
 - (g) notify the Council as soon as it becomes aware of any defects in the Facility or anything which could present a hazard or cause harm to any person or the Facility.
- 3.6.2 The Lessee does not have to undertake structural works on the Facility except for:
- (a) works on any building or structure erected by the Lessee under clause 3.10;
 - (b) works needed as a result of a negligent or wrongful act or omission by the Lessee or its visitors;
 - (c) works needed as a result of a breach of this Lease by the Lessee; or
 - (d) works needed as a result of the use to which the Facility is being put.

- 3.6.3 The obligations imposed upon the Lessee in this clause are to be carried out at the Lessee's expense except if the cost of doing it is covered by insurance which either the Council or the Lessee has taken out under this Lease. This clause does not prevent the Council from recovering moneys spent on insurance excesses.

3.7 Entry by the Council

- 3.7.1 The Lessee must allow the Council to enter the Facility for the purpose of inspecting its condition and state of repair;
- 3.7.2 Except in an emergency, the Council must give the Lessee reasonable notice before exercising its right under this clause.

3.8 Work Required by the Council

- 3.8.1 If the Council finds on inspection that any part of the Facility for which the Lessee is responsible needs maintenance or repair or completion of commenced works then the Council may notify the Lessee in writing of the work to be done and the time within which such work must be done.
- 3.8.2 The Lessee must comply with the notice to the satisfaction of the Council within the time stated in the notice (which must not be less than fourteen (14) days except in the case of an emergency).
- 3.8.3 If the Lessee fails to carry out the work required by the notice within the time specified or fails to do the work to the satisfaction of the Council then the Council may undertake the repairs. The cost of such repairs and any other reasonable expenses incurred by the Council will be recoverable from the Lessee.

3.9 Erection and/or Alteration of Buildings

- 3.9.1 The Lessee must not carry out any alterations or additions to the Complex without first applying in writing to the Council.
- 3.9.2 The Lessee must provide full details of the proposed alteration and additions to the Council.
- 3.9.3 Unless the Lessee first gets the consent of the Council in writing it must not in or on the Facility:
- (a) erect a building or structure;
 - (b) fix anything to the outside of a building or structure;
 - (c) alter any existing water supply or drainage facilities;
 - (d) alter or demolish an existing building or structure;
 - (e) install any water, gas, solar, wind or electrical infrastructure, facility, equipment or appliances;
 - (f) install any infrastructure, equipment or facility for the transmission or receiving of electronic data or electronic communication, including telephones, television and public address systems, provided that this clause does not include equipment that is merely plugged into existing power points and cannot be fairly deemed to be a fixture;

- (g) install any lighting;
 - (h) install any air conditioning equipment;
 - (i) paint any building, structure or other surface in a colour different to that which exists;
 - (j) make any other change of a permanent nature.
- 3.9.4 The Council may impose any conditions it considers necessary if it gives its approval, including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters into in relation to the alterations or additions.
- 3.9.5 If the Council consents to any of the works under this clause then the works will be done at the cost and risk of the Lessee and the Lessee must pay to the Council as soon as demanded by the Council such of the Council's costs (including consultant's costs and legal costs) incurred as a result of the Lessee's alterations and additions whether or not the alterations and additions proceed or are completed that the Council may demand and in accordance with any reasonable conditions set by the Council.
- 3.9.6 The Lessee must carry out any approved alterations and additions:
- (a) in strict accordance with any plans and specifications approved by the Council in its capacity as Lessor under this Lease;
 - (b) in accordance with the conditions imposed by the Council and with the approvals made by Council in its capacity as Lessor under this Lease;
 - (c) in a proper and workmanlike manner;
 - (d) in accordance with all Statutory Requirements; and
 - (e) in a way to minimise disturbance to others.
- 3.9.7 Within one (1) calendar month of the conclusion of any works undertaken by the Lessee the Lessee will provide the Council with a certificate of satisfactory completion of the works together with copies of all documentation associated with the works including:
- (a) copies of warranties,
 - (b) as constructed plans,
 - (c) valuations or cost figures,
 - (d) photographs,
 - (e) statements providing details of any incidents or accidents or injuries that are likely to result in claims because of the implementation of the works or a statement that no such incidents or accidents occurred.

3.10 Ownership of Improvements

- 3.10.1 Unless the Lessee obtains the written acknowledgment of the Council, all structures, improvements, fixtures and fittings located in or on the Facility at any time during the Lease Period will become the property of and belong to

the Council irrespective of whether the Lessee or the Council purchased or acquired them.

3.11 Lessee's Property

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

3.12 Signs

- 3.12.1 Unless the Lessee first gets the consent of the Council in writing, the Lessee must not display in or on the Complex any sign that is visible from outside the Complex.
- 3.12.2 At the cost of the Lessee, major facility identification signs must prominently include the current logo of the Council.

3.13 Offensive Activities

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

3.14 Notification of Accidents and Hazards

- 3.14.1 The Lessee must promptly notify the Council in writing of:
- (a) any accident that occurs in, on or associated with the Facility;
 - (b) anything that needs repairing;
 - (c) anything that could present a hazard or that could harm any person or the Facility.

3.15 Keys, Locks & Proximity Cards

- 3.15.1 The Lessee must ensure that the Facility is keyed at all times in conformity with the master key system that the Council maintains for all of its properties and if electric locks are utilised at the Complex the Lessee must ensure its systems and practices synchronise with the systems and practices established from time to time by the Council.
- 3.15.2 The Lessee will reimburse the Council the cost of supplying keys and proximity cards that are additional to the number of original keys or proximity cards set out in Item 8 of the Schedule.
- 3.15.3 The Lessee will be responsible for any costs incurred by the Council to re-key the Facility should the Lessee cause replacement of the locks and keys to be necessary or desirable.
- 3.15.4 The Lessee will maintain a register of the holders of any keys and proximity cards for the Complex and will make that register available to the Council upon request.

3.16 Security Systems

- 3.16.1 The Council will provide at its cost the installation and operation of a security system within the Complex, including the Facility.
- 3.16.2 The Lessee shall cause the security system to be operated properly every day, that is, to be armed when the premises are vacant and disarmed when being used.
- 3.16.3 The Lessee will be responsible to pay for any costs charged by the security contractors that are monitoring the security system for the Complex if such costs can be reasonably inferred to have been caused by the action, negligence or oversight of the Lessee.
- 3.16.4 The Lessee is to provide the Council with the names and contact details of the persons nominated from time to time by the Lessee to the security contractors that are monitoring the security system for the Complex as being the persons to be contacted in the event of any incidences, alerts and alarms associated with the security system operating within the Premises.

3.17 Fire Monitoring Systems

- 3.17.1 The Lessee shall cause the fire monitoring system to be operational at all times (power outages and other infrastructure failures beyond the control of the Lessee excepted).
- 3.17.2 The Lessee is alert the Council immediately it becomes aware that the fire monitoring system is not working.

4. INDEMNITIES AND INSURANCES

4.1 Indemnity

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

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

4.2 Limits on the Council's Liability

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

4.3 Public Risk Insurance

- 4.3.1 The Lessee must take out and maintain during the Lease Period a public risk insurance policy for Twenty Million Dollars (\$20,000,000) or such other amount as stated in Item 9 of the Schedule. The policy will be in respect of injury, loss or damage occurring in or on the Facility and will note the Council's rights and interests as proprietor of the Facility.
- 4.3.2 The Council may during the life of the Lease nominate from time to time other minimum amounts of cover that the Lessee is required to have in its public risk insurance policy and the Lessee shall immediately comply with the nomination.

- 4.3.3 The Lessee must produce a copy of the policy and a certificate of currency each year on renewal of the policy or at such other time as the Council may request.

4.4 Property and Contents Insurance

- 4.4.1 The Council will take out and maintain at its cost an insurance policy in respect of the Facility against damage by fire, lightning, storm, explosion, earthquake, malicious damage and/or such other risks as the Council thinks fit for full reinstatement value.
- 4.4.2 The Lessee is responsible for obtaining insurance to cover its own contents or other assets which are located in or on the Facility from time to time.

4.5 Insurance Claims

- 4.5.1 The Lessee must notify the Council in writing, giving full details, whenever the Lessee becomes aware of a possible claim under any insurance required in this Lease.
- 4.5.2 If there is a claim under any insurance policy taken out by the Council then:
- (a) the Council alone may deal with the insurer regarding the claim;
 - (b) the Council may settle the claim as it thinks fit, and the Lessee will be bound by the settlement;
 - (c) the Lessee may be required to pay to the Council any excess which the Council has to pay under the insurance policy; and
 - (d) if requested, the Lessee must pay any excess as soon as the Council demands payment.

4.6 Termination or Reduction of Fees on Damage

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

- 4.6.1 The Council may (in its absolute discretion) decide not to rebuild or reinstate the Facility. If the Council so decides then it may end this Lease by written notice to the Lessee.
- 4.6.2 If the Council elects not to end this Lease under clause 4.6.1, then it must ensure that the Facility is made fit for use by the Lessee within a reasonable time frame.
- 4.6.3 Until the Council either ends the Lease or makes the Facility fit for use, the Lease Fee and any other payments due under this Lease will be reduced. The amount of any reduction will be determined by the Council and will depend upon the nature and extent of the damage sustained and will continue until the Facility is reinstated or made fit for the Lessee's occupation and use.
- 4.6.4 If, after six (6) months the Facility has not been substantially reinstated by the Council, this Lease may be terminated by either party by giving notice to the other in writing.

4.6.5 Any such termination will not reduce the rights of either party in respect of any previous breaches of this Lease.

5. THE COUNCIL'S OBLIGATIONS

5.1 Quiet Possession

The Council agrees that if the Lessee pays the Lease Fee in accordance with this Lease and complies with its obligations under this Lease, then the Lessee may quietly enjoy the Facility for the purposes set out in Item 7 of the Schedule.

6. EXPIRY OR EARLY TERMINATION OF LEASE

6.1 Termination

6.1.1 This clause applies if the Lessee:-

- (a) fails to pay the Lease Fee or any other money which is due to the Council for a period of twenty eight (28) days from the due date for payment;
- (b) fails to meet any other of its obligations under this Lease;
- (c) becomes bankrupt, is wound up or in the case of an incorporated body ceases to be incorporated under the *Associations Incorporation Act 1985*;
- (d) fails to perform its functions as stated in Item 7 of the Schedule.

6.1.2 The Council may serve on the Lessee a notice in writing stating:

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

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

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

6.2 Surrender

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

6.2.2 Subject to clause 3.11, the Lessee must remove from the Facility any of the Lessee's fixtures and fittings and must immediately repair any damage caused in removing them.

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

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

7. OTHER RIGHTS AND OBLIGATIONS

7.1 The Council able to Undertake Works

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

7.2 Emergency Incidents

7.2.1 If an emergency situation arises anywhere within the Council area whereby in the reasonable opinion of the Council the impacts of the emergency situation can be lessened through utilisation of the Facility the Council may direct the Lessee to make the Facility available for such use.

7.2.2 The Council shall reimburse the Lessee for any outgoings expenses and losses incurred by the Lessee making the Facility available under the provisions of this clause.

7.3 Resumption

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

7.4 Renewal

7.4.1 At the end of the initial Lease Period, the Lessee will be entitled to one (1) extension of this Lease for the period set out in Item 3 of the Schedule provided that :-

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

7.4.2 The extended term will be on the same terms and conditions as this Lease but will exclude the right of further renewal.

7.5 Holding Over

7.5.1 If, with the consent of the Council, the Lessee continues to occupy the Facility after the expiry of the Lease then this Lease will continue as a monthly Lease on these same terms and conditions.

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

8. GENERAL

8.1 Waiver

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

8.2 Notices

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

8.3 Severance

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

8.4 Entire Agreement

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

8.5 No Warranty

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

9. SPECIAL CONDITIONS

9.1 Any Special Conditions as set out in Item 10 of the Schedule are incorporated into this Lease.

9.2 Where there is any inconsistency between any Special Condition and any other obligation in this Lease then the Special Condition will prevail.

SIGNED as an agreement and dated.....

EXECUTED by an authorised representative of **THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST PETERS** under delegation pursuant to section 44 of the Local Government Act 1999:

.....

.....

Signature of Authorised Representative

Signature of Witness

.....

.....

Name of Authorised Representative (print)

Name of Witness (print)

.....

Position of Authorised Representative (print)

SIGNED on behalf of **EASTERN HEALTH AUTHORITY INCORPORATED** in accordance with its constitution or articles of association:)
)
)

.....

.....

Signature of President

Signature of Secretary

.....

.....

Name

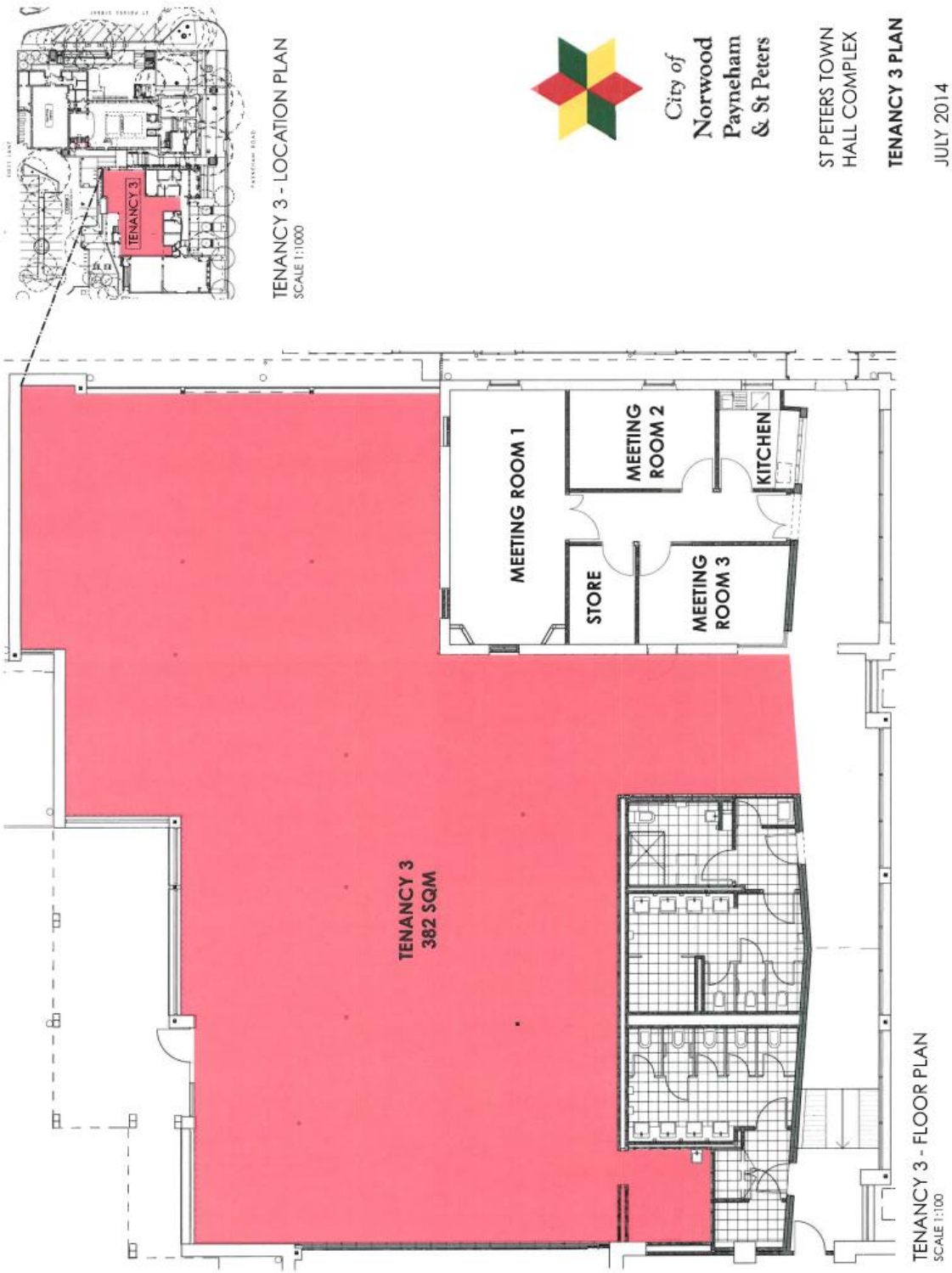
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ANNEXURE A

Schedule Item 2

LOCATION PLAN OF THE FACILITY

The attached plan shows the position and dimensions of the Facility leased to the Lessee.



ANNEXURE B

Schedule Item 10

SPECIAL CONDITIONS

For the purpose of these special conditions the following definitions apply:

Community Meeting Rooms means the meeting rooms within the Complex located immediately adjacent to the Facility;

1. Licence for Access to Other Areas within the Complex

1.1 Grant of License to access Common Areas within the Complex

- 1.1.1 For the term of the Lease, the Council grants a nonexclusive licence to the Lessee to permit the Lessee to enter the common areas, passages and stairways of the Complex necessary for the Lessee to access the Facility and enable use of the toilets and other utility areas within the Complex.
- 1.1.2 The Lessee will not be liable to contribute towards the cost of cleaning, replenishing supplies or maintaining the common areas of the Complex including the public toilets.

1.2 Grant of Licence to use the adjoining Community Meeting Room Number 2 within the Complex

- 1.2.1 For the term of the Lease, the Council grants an exclusive licence to the Lessee to permit the Lessee to use the adjoining Community Meeting Room Number 2 (shown as 'Meeting Room 2' on the Plan annexed to this Lease as Annexure A) between the hours of 8:30 AM and 5:30 PM for the Lessee's purposes.
- 1.2.2 Unless otherwise agreed to by the Council, the Lessee will not install any furniture or equipment within Community Meeting Room Number 2 and will leave said room in a clean, clear and tidy state at the end of each day that it is used.
- 1.2.3 Upon a request from the Council, the Lessee may at its absolute discretion, permit with or without conditions the Council to use adjoining Community Meeting Room 2 during the business hours reserved to the Lessee, including the Council hiring said room to other parties.

1.3 Special Use of Community Meeting Rooms

- 1.3.1 Provided bookings are made in advance and accepted the Lessee will be permitted to use the Community Meeting Rooms for the following purposes associated with its activities:
 - (a) Immunisation Clinics;
 - (b) Board meetings;
 - (c) Audit Committee meetings;
 - (d) professional peer group meetings and training sessions; and

- (e) other special purposes that the Council may agree to permit, on a case by case basis.
- 1.3.2 Bookings may be made two (2) years in advance.
- 1.3.3 The Lessee will not be charged a fee for the use of the Community Meeting Rooms provided the Council does not incur additional costs for:
 - (a) cleaning;
 - (b) setting up or reinstating furniture or equipment within the Community Meeting Rooms; or
 - (c) the use of equipment or resources.
- 1.3.4 Chairs are not to be removed from the Community Meeting Rooms without permission from the Council.
- 1.3.5 If the Lessee creates a "patient waiting area" in the corridors of the Complex which requires chairs, these are to be supplied by the Lessee and are not to be stored within the Complex, except within the Lessee's Facility, without permission from the Council.
- 1.3.6 The same terms and conditions that the Council applies to community groups when they are using the Community Meeting Rooms through the application of this clause will apply to the Lessee's use of the Community Meeting Rooms unless contradicted by the provisions in this clause.

1.4 Non-Exclusive Use of Community Meeting Rooms and Function Room

In addition to the exclusive licence granted in the Special Condition 1.2 above and the provision for free use contained Special Condition 1.3 above, the Lessee may apply to use any or all of the three (3) Community Meeting Rooms and the Function Room within the Complex on the same terms and conditions that the Council will apply to local community groups when they are using the Community Meeting Rooms.

1.5 Grant of Licence to use Car Park

- 1.5.1 For the term of the Lease, the Council grants an exclusive licence to the Lessee to permit the Lessee to use seven (7) of the car parking spaces within the Complex for the purpose of parking cars owned or leased by the Lessee, between the business hours of 8:30 am and 5:15 pm, Monday to Friday subject to compliance with any restrictions that the Council may apply from time to time.
- 1.5.2 The number of car parks and conditions upon which they can be used may be varied by written agreement between the Council and the Lessee.
- 1.5.3 The Council may seek reimbursement of costs incurred by the Council from the Lessee in line marking or sign posting any of the car parking spaces that the Lessee has an exclusive licence to use.

1.6 Grant of Licence to use Service Yard for waste storage and bicycle parking

- 1.6.1 For the term of the Lease, the Council grants a nonexclusive licence to the Lessee to permit the Lessee to use the service yards within the Complex for the purpose of storing its rubbish and waste materials, pending removal of these materials from the Complex.

- 1.6.2 For the term of the Lease, the Council grants a nonexclusive licence to the Lessee to permit the Lessee to use the secure pedal bicycle parking racks located within the service yards within the Complex or at such other area which the Council may provide and nominate within the Complex for the purpose of providing racks or other methods of parking pedal bicycles for the convenience and safety of employees of the Council, the Lessee and other lessees within the Complex
- 1.6.3 The Lessee will comply with any instructions issued from time to time by the Council in respect to the use of the service yard, any refuse or recycling containers within the Complex and the state of the service yard.