

Dealing Number

Duty Imprint



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1. Lessor IPSWICH CITY COUNCIL AS TRUSTEES	Lodger (Name, address & phone number) IPSWICH CITY COUNCIL PO BOX 191, IPSWICH QLD 4305 Phone: 3810 6666 propertyrequests@ipswich.qld.gov.au	Lodger Code IH117
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2. Lot on Plan Description LOT 128 ON SP178961	Title Reference 49006520
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3. Lessee Given names	Surname/Company name and number	(include tenancy if more than one)
	GOODNA AND DISTRICT RUGBY LEAGUE FOOTBALL CLUB INC IA03761	

4. Interest being leased
RESERVE R359

5. Description of premises being leased
LEASE B IN LOT 128 ON SP178961 AS SHOWN ON THE SKETCH HEREIN

6. Term of lease	7. Rental/Consideration
Commencement date/event: 01 / 07 / 2022	SEE ATTACHED SCHEDULE
Expiry date: 30 / 06 / 2027	
Options: NIL	

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 attached schedule.

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

.....signature		
.....full name	/ /	
.....qualification	Execution Date
Witnessing Officer		Lessor's Signature
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)		*Mayor/ *Authorised Councillor
		*Chief Executive Officer/ *Delegated Officer
		for IPSWICH CITY COUNCIL

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

.....signature	The common seal of GOODNA AND DISTRICT RUGBY RUGBY LEAGUE FOOTBALL CLUB INC is affixed by authority of the management committee in the presence of:
.....full name	
.....qualification	/ /
.....signature	Execution Date
.....full name	Graham Wyeth
.....qualification	Secretary
Witnessing Officer	
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	
.....signature	/ /
.....full name	Execution Date
.....qualification	John Rhea
	President
	Lessee's Signature

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

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REFERENCE TABLE

Item 1:	trustee lessee: (clause 1.1)	GOODNA AND DISTRICT RUGBY LEAGUE FOOTBALL CLUB IA03761 PO BOX 10, GOODNA QLD 4300
Item 2:	trust land: (clause 1.2)	LOT 128 ON SP178961 TITLE REFERENCE 49006520
Item 3:	starting date: (clause 3)	01 JULY 2022
Item 4:	expiry date: (clause 3)	30 JUNE 2027
Item 5:	rent: (clause 5)	\$11,250.00 PER ANNUM (GST EXCLUSIVE) <i>(5% of statutory land valuation or \$5,000 whichever is greater)</i>
Item 6:	use of premises: (clause 16)	THE PROVISION OF A COMMUNITY SPORTS CLUB INCLUDING SPORTING EVENTS AND ACTIVITIES AND ASSOCIATED ADMINISTRATION.
Item 7:	building owner:	IPSWICH CITY COUNCIL
Item 8:	bank guarantee amount: (schedule 3)	\$1,250.00
Item 9:	security bond amount: (schedule 3)	NOT APPLICABLE
Item 10:	guarantor: (schedule 3)	NOT APPLICABLE

- Schedule 1: Maintenance Schedule**
- Schedule 2: Key Performance Indicators**
- Schedule 3: Additional Provisions**
- Schedule 4: Survey Plan**

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PART A: DEFINITIONS AND INTERPRETATION

1. MEANING OF WORDS

1.1 In the Trustee Lease:

- (a) **Trustee** means the person described in item 1 of the Form 7 and its successors and assigns. Where relevant, it includes any manager, employee, or any person the **Trustee** authorises.
- (b) **Trustee Lessee** means the person described in item 3 of the Form 7 and its successors and assigns. Where relevant, it includes the **Trustee Lessee's agents** and the **Trustee Lessee's** predecessor's in title under this **Trustee Lease**.

1.2 In the Trustee Lease words in the **reference table** have the meaning given to them in that table and words marked in bold have the following meaning:

- (a) **Act** means the *Land Act 1994* (Qld) and any associated regulations (including the **Regulation**) as amended, supplemented, superseded or replaced from time to time.
- (b) **authority** includes the Ipswich City Council and any national, state, municipal or other governmental, statutory or other government approved authority or body having authority or jurisdiction over the **premises** or systems or services to which the **premises** are or will be connected.
- (c) **externally administered body corporate** means a body corporate:
 - (i) that is being wound up;
 - (ii) in respect of the property of which a receiver, or a receiver and manager, has been appointed (whether or not by a court) and is acting;
 - (iii) that is under administration;
 - (iv) that has executed a deed of company arrangement that has not yet terminated; or
 - (v) that has entered into a compromise or arrangement with another person the administration of which has not been concluded.
- (d) **financial year** means 1 July to 30 June, or such other twelve (12) monthly period adopted by the **Trustee** from time to time for the purposes of the **premises**. Where applicable, it includes any lesser period between the start of the **Trustee Lease** and the end of a **financial year**, and between the start of the **financial year** and the end of the **Trustee Lease**.
- (e) **GST** means a tax levied on a **supply**.
- (f) **item** means an item in the **reference table**.
- (g) **maintenance schedule** means the table of obligations and responsibilities of each **party** to this **Trustee Lease** relating to (amongst other matters) the inspection, cleaning, maintenance and repair of the **premises** (and, where the context permits, the **Trustee's property**), which is contained in **schedule 1** of this **Trustee Lease**.
- (h) **Minister** has the meaning given to it in the **Act**.
- (i) **operating expenses** means all money the **Trustee** pays or is obliged to pay concerning the **premises**, including **statutory charges**.
- (j) **party** means a party to this **Trustee Lease**.
- (k) **prescribed terms** means the terms prescribed for **Trust Leases** under the *Land Act 1994* and/or the *Land Regulation 2020*.

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- (l) **premises** means the **Trust land** and all improvements on it and includes (where the context permits) the **Trustee's property**.
- (m) **reference table** means the reference table forming part of this **Trustee Lease**.
- (n) **Regulation** means the *Land Regulation 2020*, as amended, supplemented, superseded or replaced from time to time.
- (o) **rent** means the yearly amount in **item 5**, as varied in accordance with this **Trustee Lease**.
- (p) **revenue** means the total of all amounts received or receivable for all goods or services sold, supplied or disposed of at or from the **premises** (whether cash, credit or otherwise and whether made by the **Trustee Lessee** or any other person other than where the **Trustee** receives the amount directly).
- (q) **schedule** means a schedule attached to and forming part of this **Trustee Lease**.
- (r) **State** has the meaning given to it under the **Act**.
- (s) **statutory charges** means all rates (if levied), charges, duties, fees and taxes levied, imposed or otherwise payable now or in the future, by a or to any local government or **authority** relating to the **Trust Land** or the **premises**, including land tax. It includes the costs (exclusive of **GST**) incurred by the **Trustee** in making available to the **premises** any service for example, rubbish removal) which, if not made available by the **Trustee**, would be made available by a federal, state or local authority and would be subject to a rate, charge or tax levied by that federal, state or local authority.
- (t) **stipulated rate** a percentage interest rate per annum equal to the prime lending rate charged by the **Trustee's** bank plus 5%.
- (u) **supply** means a supply of goods or services to the **Trustee Lessee** by the **Trustee**, including but not limited to the supply of the **premises** and other goods or services provided by the **Trustee** under this **Trustee Lease**.
- (v) **Trust Land** means the **Trust Land** described in **item 2**
- (w) **Trustee's property** means all plant and equipment, fixtures, fittings, furniture, furnishings and decorations and other property in, on or fixed to the **premises** that are made available by the **Trustee** or that are (as between the **Trustee** and the **Trustee Lessee**) the property of the **Trustee**.
- (x) **Trustee Lease** means the Form 7 Trustee Lease and this **schedule** and includes the **prescribed terms**..
- (y) **Trustee's insurances** means any public liability, workers compensation, industrial special risks, personal injury and other insurances taken out by the **Trustee** in relation to the **premises** or this **Trustee Lease**.
- (z) **Trustee Lessee's agents** means the **Trustee Lessee's** employees, agents or any persons that the **Trustee Lessee** allows on the **premises**.
- (aa) **Trustee Lessee's business** means the business carried on from the **premises**.
- (bb) **Trustee Lessee's property** means all property on the **premises** except the **Trustee's property**, and includes all fixtures, fittings, signs, equipment and goods.

2. INTERPRETATION

2.1 Headings are for reference only and do not form part of this **Trustee Lease**.

2.2 In this **Trustee Lease**, unless the contrary intention appears:

- (a) the singular includes the plural, and the plural includes the singular;

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- (b) reference to a gender includes any other gender;
- (c) other forms of defined words have corresponding meanings;
- (d) if an obligation is imposed on two or more **parties**, each **party** is liable for the obligation individually and together with each other person;
- (e) reference to a person includes any other entity or association;
- (f) reference to a **party** includes that **party's** personal representatives, successors and assignees;
- (g) reference to a document or law includes any variation or replacement of it;
- (h) reference to something which comprises more than one part or aspect includes a reference to each or any such part or aspect;
- (i) reference to a group of persons includes a reference to all of them collectively, any two or more of them collectively, and each of them individually; and
- (j) where the context permits, words used in this **Trustee Lease** have the same meaning as in the **prescribed terms**.

2.3 This **Trustee Lease** binds the **Trustee Lessee** and each **guarantor** from the **starting date** even if:

- (a) one or more of the **parties** has not executed this **Trustee Lease**; or
- (b) the execution of this **Trustee Lease** by any of the **parties** is or may become void or voidable.

2.4 This **Trustee Lease** does not bind the **Trustee** unless the **Trustee** and all other **parties** (or a lesser number as the **Trustee** shall consent to) have executed this **Trustee Lease**.

2.5 References to any right of the **Trustee** to have access to the **Trust Land** or **premises** are to be construed as extending to all persons authorised by the **Trustee** (including agents, professional advisers, contractors, workmen, prospective Trustee Lessees and purchasers of the **Trust Land** and others) and includes the right to take on to the **Trustee Land** all machinery, materials and appliances as the **Trustee** may deem necessary.

2.6 Unless application is mandatory by law, any law whether present or future, will not apply to this **Trustee Lease** so as to in any way prejudicially affect any of the rights of the **Trustee** under this **Trustee Lease**.

2.7 The waiver by the **Trustee** of any breach by the **Trustee Lessee** of any covenant must not in any circumstances be construed or operate as a licence to the **Trustee Lessee** to repeat or continue any such default or breach and no such waiver may be construed or operate as a waiver of any subsequent default or breach whether of a like nature or not. Any custom or practice which may grow between the parties in the course of administering this **Trustee Lease** must not be construed to waive or lessen the right of the **Trustee** to insist upon the performance by the **Trustee Lessee** of any covenant.

2.8 References to any **authorities** associations and bodies whether statutory or otherwise will in the event of such **authority**, association or body ceasing to exist or being reconstituted, renamed or replaced or the powers or functions thereof being transferred to any other **authority**, association or body be deemed to refer respectively to the **authority**, association, or body established or constituted in lieu thereof or, in the opinion of the **Trustee**, as nearly as may be succeeding to the powers or functions thereof.

2.9 Any reference to a law or statute includes all statutory provisions amending, consolidating or replacing the statute and all regulations, rules, by-laws, proclamations, orders and other authorities resulting from, contained in or pursuant to the statute.

2.10 Every obligation undertaken by any of the **parties** or arising from this **Trustee Lease** must, subject to any provisions of this **Trustee Lease** limiting the obligations of the **Trustee** and notwithstanding the form or context of the wording:

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- (a) be deemed to be and be construed as a covenant by the **party** undertaking the obligation; and
- (b) be construed as commencing on the **starting date** (whether or not this **Trustee Lease** is executed by all of the **parties** on or before that date) and continuing throughout the term and after that period, for so long as the obligation remains to be observed or performed.

2.11 In the event that any covenant for any reason whatsoever is acknowledged by the **parties**, or is adjudged by a court of competent jurisdiction or is held or rendered by any competent **authority** to be invalid, illegal or unenforceable, such covenant must be severed from the remainder of the covenants and the remainder of the covenants will subsist and remain in full force and effect unless the basic purpose or purposes of this **Trustee Lease** would be defeated.

2.12 Each person signing this **Trustee Lease**:

- (a) as attorney for any **party** warrants to the other **parties** that at the date of execution by him, he has not received any notice or information or the revocation of the power of attorney appointing him; and
- (b) as an officer, agent or trustee of any **party** warrants to the other **parties** that at the date of execution by him he has full authority to execute this **Trustee Lease** in that capacity.

2.13 To the extent of any inconsistency between this **Trustee Lease** and the **prescribed terms** the provisions of the **prescribed terms** shall prevail.

PART B: LENGTH OF THE TRUSTEE LEASE

3. STARTING AND ENDING

3.1 The **Trustee Lease** begins on the **starting date** in **item 3** and ends at midnight on the **expiry date** in **item 4**.

4. NOT USED

PART C: RENT

5. THE TRUSTEE LESSEE MUST PAY THE TRUSTEE RENT AND OTHER MONEY

5.1 The **Trustee Lessee** must pay the **Trustee** the **rent** annually in advance, if demanded.

PART D: OPERATING EXPENSES

6. PAYMENT OF OPERATING EXPENSES

6.1 Unless specified elsewhere in this **Trustee Lease**, the **Trustee Lessee** is not required to contribute to the **operating expenses** of the **premises**. The **Trustee** must pay the **operating expenses**.

PART E: OTHER PAYMENTS

7. THE TRUSTEE LESSEE MUST PAY FOR SERVICES TO PREMISES

7.1 The **Trustee Lessee** must pay on time all rates (if levied), charges, duties, fees and taxes made directly against the **Trustee Lessee** for services separately supplied to the **premises**, for example water, electricity, gas and telephone.

8. THE TRUSTEE LESSEE MUST PAY TRUSTEE LEASE AND OTHER COSTS (INCLUDING GST)

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- 8.1** The **Trustee Lessee** must pay all stamp duty and registration fees on this **Trustee Lease** (including the cost of preparing any plan of the **premises** in registrable form).
- 8.2** The **Trustee** may recover from the **Trustee Lessee**:
- (a) the **Trustee's** reasonable costs (including legal expenses) associated with any request for the **Trustee's** (and/or **Minister's**) consent to any assignment under this **Trustee Lease** or any other consent or approval from the **Trustee** (and/or **Minister**) required under this **Trustee Lease**; and
 - (b) damages for the **Trustee's** loss (including legal expenses) associated with any actual or reasonably suspected breach of this **Trustee Lease**, other than a breach by the **Trustee**; and
 - (c) any **GST** payable by the **Trustee** in relation to any **supply** (except to the extent that the **Trustee** is entitled to an input tax credit for such **GST**).
- 8.3** Unless expressly stated all amounts expressed in this **Trustee Lease** are **GST** exclusive amounts.
- 9. INTEREST ON LATE PAYMENTS**
- 9.1** If the **Trustee Lessee** is late in paying the **Trustee** any money, the **Trustee** may recover daily interest on the unpaid money at the **stipulated rate**, from the day after the unpaid money was due until the day it is paid in full.
- 9.2** On the last day of each month, the **Trustee** may add the interest to the unpaid money, and the **Trustee's** damages will include interest on the total amount.

PART F: RISKS AND INSURANCE

10. THE TRUSTEE LESSEE MUST HAVE INSURANCE

- 10.1** The **Trustee Lessee** must take out on or before the **starting date** and keep current during the term of this **Trustee Lease** the following insurance policies:
- (a) a public liability insurance policy for at least twenty million dollars (\$20,000,000.00) (in respect of any single event) or such higher amount as the **Trustee** advises the **Trustee Lessee**, provided that the insurance policy;
 - (i) must be taken out with a general insurer authorised under the *Insurance Act 1973* (Cth), or another insurer approved by the **Minister**;
 - (ii) names the **Trustee Lessee** as the insured under the policy (noting clause 10.2 of this **Trustee Lease**);
 - (iii) insures the **Trustee Lessee** against –
 - (A) legal liability for any loss of, or damage to, any property, and for injury (including death) to any person, arising out of anything done or omitted to be done on or about the **premises** or any improvements on the **premises**; and
 - (B) all actions, claims, demands, proceedings, costs, charges and expenses, including claims in negligence; and
 - (iv) insures the **Trustee Lessee** on a 'claims occurring' basis; and
 - (v) is maintained by the **Trustee Lessee** at all times during the term of the **Trustee Lease**.
 - (b) an insurance policy for the **Trustee Lessee's property** for its full replacement value;
 - (c) workers' compensation;

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(d) any other insurance required by law or by the **Trustee** (acting reasonably).

10.2 The **Trustee Lessee** must ensure that the **Trustee Lessee's** insurance policies note the interest of the **Trustee**.

10.3 The **Trustee Lessee** must give the **Trustee** evidence of the **Trustee Lessee's** insurance policies at the commencement of this **Trustee Lease**, upon the renewal of the relevant insurance policy and at any other time the **Trustee** reasonably asks.

10.4 The **Trustee Lessee** must not do anything that will invalidate the **Trustee's insurances**, reduce the amount of cover or increase any premium.

10.5 If an event occurs that the **Trustee Lessee** considers is likely to give rise to a claim under the insurance policy, the **Trustee Lessee** must –

- (a) Give the **Minister** written notice of the event as soon as practicable after the event occurs; and
- (b) Ensure the **Trustee** and the **Minister** are kept fully informed of subsequent actions and developments concerning the claim.

10.6 The **Trustee Lessee** must –

- (a) Renew the insurance policy, at the **Trustee Lessee's** expense, each year during the term of the **Trustee Lease**; and
- (b) If the **Trustee Lessee** receives notice of cancellation in relation to the policy – immediately take out another public liability insurance policy complying with this clause.

10.7 In the event that the **Trustee Lessee** is the State Government, the Commonwealth Government, or a statutory authority, eligible for insurance from the Queensland Government Insurance Fund or Comcover, clauses 10.1(a)(i)-(v), 10.5 and 10.6 do not apply to this **Trustee Lease**.

10.8 If the provisions of this clause 10 are inconsistent with the **prescribed terms**, for the avoidance of doubt, the **prescribed terms** will prevail.

11. THE TRUSTEE LESSEE RELEASES AND INDEMNIFIES THE TRUSTEE

11.1 The **Trustee Lessee** occupies and uses the **premises** and the **Trustee Lessee's property** at the **Trustee Lessee's** own risk. The **Trustee Lessee** also carries out any works to the **premises** (where permitted under this **Trustee Lease**) at the **Trustee Lessee's** own risk.

11.2 The **Trustee Lessee** indemnifies and agrees to keep indemnified the **Trustee**, the **State** and the **Minister** (together, the **indemnified parties**) against all liability, costs, loss, charges and expenses including claims in negligence (including any actions, claims, proceedings or demands brought by any third party, and any legal fees, costs and disbursements on an indemnity basis) arising from, or incurred in connection with –

- (a) The granting of the **Trustee Lease** to the **Trustee Lessee**; or
- (b) The **Trustee Lessee's** use and occupation of the **premises**; or
- (c) Personal injury (including sickness and death), or property damage or loss, in connection with the following –
 - (i) The performance of the **Trustee Lease** by the **Trustee Lessee**;
 - (ii) The attempted or purported performance of the **Trustee Lease** by the **Trustee Lessee**;
 - (iii) The non-performance of the **Trustee Lease** by the **Trustee Lessee**;
 - (iv) A breach of the **Trustee Lease** by the **Trustee Lessee**.

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- 11.3** The **Trustee Lessee** releases and discharges, to the maximum extent permitted by law, the indemnified parties –
- (a) From all actions, claims, proceedings or demands; and
 - (b) In respect of any loss, death, injury, illness or damage arising out of the use and occupation of the **premises**, whether or not –
 - (i) The damage is personal or property damage; or
 - (ii) The loss is consequential loss.
- 11.4** To the maximum extent permitted by law, the **State**, the **Minister** and the **Trustee** are not liable to the **Trustee Lessee** for any consequential loss arising out of the use and occupation of the **premises**.
- 11.5** If the **Trustee Lessee** has granted a sublease in accordance with Part K, the **Trustee Lessee** is liable for the trustee sublessee's use and occupation of the **premises**.
- 11.6** For the purposes of this clause, **consequential loss** means:
- (a) Loss of revenue;
 - (b) Loss of profit;
 - (c) Loss of anticipated savings or business;
 - (d) Loss of opportunity (including opportunity to enter into or complete arrangements with third parties);
 - (e) Loss of data or goodwill;
 - (f) Loss of reputation;
 - (g) Any special, indirect or consequential loss whether arising in contract, tort (including negligence) or otherwise.
- 11.7** The **Trustee Lessee** releases the **Trustee** from any action or demand due to any damage, loss, injury or death arising from anything occurring on or in the **premises** unless caused by or contributed to the **Trustee's** negligent act or omission.

PART G: OBLIGATIONS GENERALLY

12. OBEY THE LAW

- 12.1** The **Trustee Lessee** must obey any law that requires the **Trustee Lessee** to do anything, or not to do anything concerning the **premises**, the **Trustee Lessee's** use of the **premises**, the **Trustee Lessee's property**, the **Trustee Lessee's business** or the **Trustee Lease**.
- 12.2** Without limiting clause 12.1, the **Trustee Lessee** must comply with all notices, orders, requisitions and requirements issued under any laws or by any **authority** which relate to:
- (a) the **premises**;
 - (b) the **Trustee's property**; and
 - (c) the **Trustee Lessee's** use and occupation of the **premises**.
- 12.3** Without limitation, the obligations imposed on the **Trustee Lessee** under this clause include an obligation to comply with all local laws made by Ipswich City Council. If there is any inconsistency between a provision of this **Trustee Lease** and a provision of any local laws, the provision of the local law prevails to the extent of the

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inconsistency. However, there is no inconsistency just because of the provisions is more onerous on the **Trustee Lessee**.

13. FIRE REGULATIONS

13.1 Without limiting clause 12, the **Trustee Lessee** must:

- (a) comply with insurance, sprinkler and fire alarm regulations and any lawful directions given by the **Trustee** or any relevant **authority**; and
- (b) pay to the **Trustee** the cost of any alterations to the sprinklers or fire alarm installation which is necessary because the **Trustee Lessee** has not completed with the regulations and requirements of the **Trustee**, any relevant **authority**, the Insurance Council of Australia or the **Trustee's** insurer; and
- (c) carry out fire drills when required; and
- (d) comply with emergency evacuation procedures; and
- (e) appoint fire controllers and fire wardens; and
- (f) install and maintain first response fire equipment in the Premises; and
- (g) give to the **Trustee** from time to time when reasonably required by the **Trustee** (but at least annually) a written testing plan satisfactory to the **Trustee** for the regular testing and maintenance of all electrical equipment in or on the **premises** (including portable equipment that is not permanently installed in the **premises**); and
- (h) comply with those testing plans; and
- (i) give the **Trustee** written reports or other evidence as and when required by, and satisfactory to, the Council to show that the **Trustee Lessee** has complied with its obligations under this clause 13.1.

14. USING THE TRUSTEE LEASE AS SECURITY

14.1 The **Trustee Lessee** must get the **Trustee's** (and, where required, the **Minister's**) consent before the **Trustee Lessee** uses the **Trustee Lease** or the **Trustee Lessee's property** as security.

15. THE TRUSTEE LESSEE'S BEHAVIOUR

15.1 The **Trustee Lessee** must not do anything that is, or may be, dangerous or unreasonably annoying or offensive or that may interfere with other Trustee Lessees or people in any adjacent property.

PART H: THE TRUSTEE LESSEE'S OBLIGATIONS

16. USING THE PREMISES

16.1 The **Trustee Lessee** may only use the **premises**:

- (a) for the purpose set out in item 6;
- (b) in accordance with the terms and conditions of the **Trustee Lease**;
- (c) in accordance with any management plan for the **Trust Land** approved under section 48 of the **Act**; and
- (d) consistent with the objects of the **Act**.

16.2 The **Trustee Lessee** must comply with the **prescribed terms**.

16.3 The **Trustee Lessee** represents and warrants that it has relied exclusively on its own enquiries in connection with this **Trustee Lease** and not on any representation or warranty made or given by the **Trustee** or on the

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Trustee's behalf except as set out in this **Trustee Lease** and that the **Trustee** has not represented and warranted that the **premises** are suitable or may be used for the purpose set out in **item 6**.

- 16.4** The **Trustee Lessee** acknowledges that the principal purpose for which this **Trustee Lease** has been granted is to facilitate the use of the **premises** for the benefit of the community. It is an essential condition of this **Trustee Lease** that the **Trustee Lessee** take reasonable steps to ensure that this objective is achieved.
- 16.5** The **Trustee Lessee** must carry on the **Trustee Lessee's business** and use the **premises** to the best of its ability and in a professional and competent way.
- 16.6** Without limiting any other provision of this **Trustee Lease**, the **Trustee Lessee** must comply with the reasonable requirements of the **Trustee** in relation to the proper management of the **premises**, including (but not limited to) in relation to cleanliness, control of vermin, emergency drills and procedures, and installation, operation and maintenance of equipment.
- 16.7** The **Trustee Lessee** must not do anything that prevents the **Trust Land** or the **premises** from being used for the purpose for which the **Trust Land** was dedicated or granted.
- 16.8** If the **premises** does not adjoin a road, or have another legal access, the **Trustee Lessee** may access, and provide **services** to, the **premises** through the **Trust Land** –
- (a) At a place, or on a route, the **Trustee** considers is the most convenient place or route; and
 - (b) On the condition decided by the **Trustee**.
- 16.9** For the purposes of clause 16.8, **services** includes a telephone connection, electricity and water.

17. PROPER USE OF FACILITIES

- 17.1** The **Trustee Lessee** must:
- (a) use the toilets, sinks, drainage and plumbing facilities in the **premises** only for the purpose for which they were constructed or provided and must not deposit any rubbish in those facilities;
 - (b) only prepare or cook food in an area installed and properly equipped for those purposes;
 - (c) prohibit smoking within all buildings on the **premises**.

18. USES WITH WRITTEN CONSENT

- 18.1** The **Trustee Lessee** must not, without the prior written consent of the **Trustee** (and, where required, the **Minister**):
- (a) display any signs or place any installations on the **premises**;
 - (b) fence the **premises** or any part of them;
 - (c) use the **premises** at any hours other than those permitted by law or advised by the **Trustee** from time to time; or
 - (d) use any form of light, power or heat other than electrical current or gas supplied through meters (except auxiliary power or lighting, other than an exposed flame, during power failures or restrictions) on the **premises**; or
 - (e) keep or use any inflammable explosive or volatile materials on the **premises**; or
 - (f) interfere with any services to the **premises**.

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19. PROHIBITIONS

19.1 The Trustee Lessee must not:

- (a) obstruct access to, overload or damage the services to the **premises**; or
- (b) damage or destroy anything on the **premises**; or
- (c) do anything dangerous, noxious, annoying, offensive, immoral or illegal on the **premises**; or
- (d) do anything to pollute the **premises** or its environment; or
- (e) lodge a caveat against the title to the **premises** unless this **Trustee Lease** must be registered to protect the **Trustee Lessee's** interests under it and the caveat protects those interests until registration.

19.2 The **Trustee Lessee** must not destroy, cut down, deface, mutilate, remove or damage any tree, shrub, bush, hedge, plant or landscaping which may now or at any time be growing, planted or constructed upon the **Trust Land** without the prior approval of the **Trustee** and, where required, the **Minister**.

19.3 The **Trustee Lessee** must not sell or dispose of any earth, clay, gravel or sand from the **Trust Land** except in accordance with the directions of the **Trustee** (and, where required, with the consent of the **Minister**).

19.4 Nothing in clauses 19.2 or 19.3 limits the obligations of the Trustee Lessee that may be prescribed at law in relation to the clearing of vegetation.

PART I: ALTERATIONS, REPAIRS, MAINTENANCE AND CLEANING

20. CLEANING

20.1 The **Trustee Lessee** must:

- (a) keep the **premises** thoroughly clean; and
- (b) keep the **premises** free from weeds (subject to clause 19.2) and pests; and
- (c) remove any useless property from the **premises**; and
- (d) remove all wet refuse daily and all other refuse periodically from the **premises**; and
- (e) store all refuse in proper receptacles located in the **premises**.

21. REPAIRS AND MAINTENANCE

21.1 General Repair and Maintenance Obligations

- (a) Without limiting any other provision of this **Trustee Lease**, the **Trustee Lessee** must:
 - (i) maintain and repair and keep the **Trustee Lessee's property** in good condition, and repair all damage caused to the **Trustee Lessee's property** (including structural repairs) regardless of the cause of the damage;
 - (ii) keep the **premises** in good repair;
 - (iii) repair or replace all broken glass that is damaged by the wilful or negligent act of the **Trustee Lessee**, the **Trustee Lessee's** employees, agents, members, guests or invitees, with glass of the same or substantially similar quality;
 - (iv) promptly make good any damage to the **premises** that it causes or is caused by the **Trustee Lessee's** employees, members, guests or invitees to the reasonable satisfaction of the **Trustee**;

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- (v) comply in all respects with the obligations specified as being the responsibility of the **Trustee Lessee** in the **maintenance schedule**.
- (b) For the purposes of subparagraph (a) '**good repair**' is to be assessed having regard to the condition of the **premises** at the **starting date** (or an earlier date, being the date that the **Trustee Lessee** first took possession or entered into occupation of the **premises**).

21.2 Maintenance Schedule

- (a) Both **parties** agree to comply in all respects with the obligations and responsibilities outlined in the **maintenance schedule**.
- (b) If there is any inconsistency between the terms of this **Trustee Lease** and the **maintenance schedule**, the **maintenance schedule** will prevail to the extent of the inconsistency.

21.3 Trustee Lessee Repair Obligations

- (a) The **Trustee Lessee** must repair or reinstate any part of the **premises** that are damaged or destroyed by:
 - (i) vandalism, wilful destruction, wilful damage and graffiti where such damage was caused or contributed to by the **Trustee Lessee** and/or the **Trustee Lessee's agents**;
 - (ii) a risk for which the **Trustee Lessee** is required by this **Trustee Lease** to hold insurance (regardless of whether the **Trustee Lessee** actually holds that insurance or can recover under that insurance);
 - (iii) an **insured risk** if the **Trustee Lessee** caused or contributed to the damage or destruction such that the **Trustee** is either unable to make an insurance claim or recover the full amount that would otherwise have been recoverable from the insurer,but otherwise, the **Trustee Lessee** does not have to repair or reinstate a part of the **premises** damaged or destroyed by an **insured risk**.
- (b) This clause is to be read subject to each **party's** responsibilities outlined in the **maintenance schedule**.
- (c) In this clause, an "**insured risk**" means a risk for which the **Trustee** insures in respect of the **premises** from time to time.

21.4 Structural Repairs and Maintenance

Subject to the obligations and responsibilities outlined in the **maintenance schedule**, the **Trustee Lessee** is not required to undertake maintenance or repairs of a structural nature, unless required as a result of:

- (a) failure by the **Trustee Lessee** to comply with its obligations under this **Trustee Lease**;
- (b) the **Trustee Lessee's** act, neglect or default;
- (c) a requirement under a law or a requirement of an **authority** arising from or relating to the **Trustee Lessee's** particular use of the **premises**;
- (d) a requirement under a law or a requirement of an **authority** arising from or relating to the characteristics of people at or using the **premises**; or
- (e) a requirement reasonably imposed by the **Trustee** to do such work in order to eliminate or reduce danger to the **premises**, people at or who may enter or use the **premises** or any neighbouring land or people at or who may enter the neighbouring land.

21.5 Alterations or Additions

- (a) The **Trustee Lessee** must not:

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- (i) make any structural alteration or addition to the **premises** (regardless of whether the **Trustee Lessee** is required to do so under clause 21.4);
- (ii) install any electrical wiring, equipment or appliance to provide water, gas, lighting, air-conditioning, heating, cooling or ventilation to the **premises**;
- (iii) install any partitions; or
- (iv) carry out any other works to the **premises** (other than in compliance with its obligations under this **Trustee Lease**),

without first obtaining the **Trustee's** approval.

- (b) The **Trustee Lessee** must ensure that any work it does at or to the **premises** under clause 20.5 or otherwise in compliance with its obligations under this **Trustee Lease** is done:
 - (i) in a proper and workmanlike manner;
 - (ii) by contractors approved by the **Trustee** (the **Trustee** must not unreasonably withhold its approval);
 - (iii) without causing unreasonable disturbance to neighbouring property owners; and
 - (iv) in accordance with:
 - (A) any conditions imposed by the **Trustee** (including about what parts of the works are to remain or be removed and what is to be reinstated and to what condition when this **Trustee Lease** ends);
 - (B) any plans or specifications or schedule of finishes approved by the **Trustee** (the **Trustee** must not unreasonably withhold its approval);
 - (C) all laws and the requirements of all relevant **authorities**; and
 - (D) the **Trustee** other reasonable requirements and directions.

21.6 Notice to Repair

- (a) The **Trustee** may serve the **Trustee Lessee** with a notice requiring the **Trustee Lessee** to repair or maintain, within a reasonable time, a defect, item or matter which is the **Trustee Lessee's** responsibility under this **Trustee Lease**.
- (b) If the **Trustee Lessee** does not comply with a notice given to the **Trustee Lessee** under subparagraph (a) within the time specified in the notice, the **Trustee** may carry out the repair to the defect or maintain the item or complete the matter, at the **Trustee Lessee's** expense.
- (c) The **Trustee Lessee** must advise the **Trustee** of any repair or maintenance work required at the **premises** or to the **Trustee's property** which is not the responsibility of the **Trustee Lessee** under this **Trustee Lease** as soon as the **Trustee Lessee** becomes aware that the work is required.

21.7 Signage

- (a) The **Trustee Lessee** must obtain the written consent of the **Trustee**, and (where required) the **Minister**, before erecting any signs or advertising devices on the **premises**.
- (b) The **Trustee Lessee** must comply with all relevant laws in relation to any approved signs or advertising devices.
- (c) When this **Trustee Lease** ends, the **Trustee Lessee** must remove all signage and advertising devices erected by the **Trustee Lessee** and make good any damage to the **premises** caused by the erection or removal of such signage and advertising devices.

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21.8 Prescribed terms to prevail

Nothing in clause 21 limits the obligations of the **Trustee Lessee** under the **prescribed terms** as they apply to the **Trustee Lessee's** duty of care for the **Trust Land**.

PART J: PERFORMANCE AND FINANCIAL MANAGEMENT

22. KEY PERFORMANCE INDICATORS

22.1 The **Trustee** may from time to time notify the **Trustee Lessee** (in writing) of:

- (a) key performance indicators ('**KPI's**') against which the **Trustee** proposes to assess the standard and quality of performance by the **Trustee Lessee** in carrying out its obligations under this **Trustee Lease**; and
- (b) the quantitative data or qualitative criteria to which the **Trustee** proposes to have regard in making that assessment.

22.2 Unless and until the **Trustee** notifies the **Trustee Lessee** of any replacement, amended, altered or new **KPI's** (and, if relevant, the data or criteria to which the **Trustee** proposes to have regard) the **KPI's** are those set out in **schedule 2**.

22.3 The **Trustee Lessee** acknowledges that it is a condition of this **Trustee Lease** that the **Trustee Lessee** meets the **KPI's**, and must, during the term, achieve the **KPIs** to the **Trustee's** satisfaction.

22.4 If a **KPI** or a performance indicator corresponding to a **KPI** is expressed as an obligation or expectation:

- (a) the **Trustee Lessee** must fulfil that obligation or achieve that expectation;
- (b) the **Trustee** must act reasonably in determining whether the obligation has been fulfilled or the expectation has been met; and
- (c) if the **Trustee** decides that the **Trustee Lessee** has not fulfilled an obligation or achieved an expectation, then the **Trustee Lessee** has committed a breach of this **Trustee Lease**.

22.5 Neither the **KPI's**, nor anything done in administering the **KPIs**, reduces or abrogates any other obligation of the **Trustee Lessee** under this **Trustee Lease** or relieves the **Trustee Lessee** from its obligations to comply with this **Trustee Lease**.

23. ANNUAL PERFORMANCE REVIEWS [COUNCIL TO CONSIDER IF REQUIRED]

23.1 The **Trustee Lessee** must, within 3 months after the end of each **financial year**, give to the **Trustee** a report that:

- (a) self-assesses the **Trustee Lessee's** performance of its functions under the **Trustee Lease** during the preceding year, with particular reference to the applicable **KPI's** during that year; and
- (b) contains other information or content that the **Trustee** decides and notifies the **Trustee Lessee** from time to time.

23.2 The **Trustee** may, at the end of each financial year, conduct its own assessment of the **Trustee Lessee's** performance of its functions under this **Trustee Lease** during the preceding year, with particular reference to the applicable **KPI's** during that year.

23.3 In connection with an assessment by the **Trustee**, the **Trustee** may require the **Trustee Lessee** to:

- (a) attend meetings, or have specified employees or agents of the **Trustee Lessee** attend meetings, with representatives of the **Trustee**;
- (b) give information to the **Trustee**;

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- (c) do other things which the **Trustee** reasonably requires, and the **Trustee Lessee** must comply with the **Trustee's** requirements.

23.4 The **Trustee** may, after it has either or both:

- (a) been given a report by the **Trustee Lessee** on the **Trustee Lessee's** performance of its functions under this **Trustee Lease**; and
- (b) conducted its own assessment of the **Trustee Lessee's** performance,

give the **Trustee Lessee** a report or a notice that specifies actions, processes, outcomes or objectives that the **Trustee** requires to the **Trustee Lessee** to do, implement or achieve in the management and operation of the **premises** and the **Trustee Lessee** must comply with the report or notice.

24. RECORDING OF REVENUE AND EXPENDITURE

24.1 The **Trustee Lessee** must maintain detailed records recording the **Revenue** of the **Trustee Lessee's business**, including the following categories of that Revenue:

- (a) **[Council to consider, insert/amend as necessary]**
- (b) income received from third parties who may pay to use or hire any of the areas or facilities within the **premises**, and including income received from any sublessee, licensee, concessionaire or other occupier of any part or parts of the **premises**;
- (c) income or funds received as a result of any grant or other funding provided to the **Trustee Lessee** by an **authority** or otherwise;
- (d) other sundry income;
- (e) any further or other categories that the **Trustee** notifies to the **Trustee Lessee** from time to time.

24.2 The **Trustee Lessee** must maintain detailed records recording expenditure in relation to the management and operation of the **Trustee Lessee's business**.

24.3 The **Trustee Lessee** must ensure that the records required to be maintained under this **Trustee Lease** are:

- (a) prepared and compiled according to:
 - (i) any standards that the **Trustee** decides and notifies to the **Trustee Lessee** from time to time; and
 - (ii) except to the extent that those standards otherwise require, the accounting standards applying from time to time under the *Corporations Act 2001* (Cth),
- (b) of sufficient detail to comply with any reasonable requirements of the **Trustee**;
- (c) kept in a format that the **Trustee** reasonably specifies from time to time;
- (d) kept at the **premises** (unless the **Trustee** consents otherwise);
- (e) readily accessible and retrievable (so that the **Trustee Lessee** can comply with its obligations under this **Trustee Lease**, including under clause 24).

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24.4 Unless the **Trustee** has specified otherwise, the records must be kept in the form of a document or book on paper, or electronically on a computer; and may consist of more than one document.

24.5 The **Trustee Lessee** must give copies of all records to the **Trustee** at the end of the **Trustee Lease**, if requested by the **Trustee**.

24.6 The **Trustee Lessee**:

- (a) warrants and represents to the **Trustee** that each of the reports will be accurate, up-to-date, not incomplete in any material particular and not misleading; and
- (b) is taken to repeat that warranty and representation every time the **Trustee Lessee** gives the **Trustee** one of those reports.

25. INSPECTION OF BOOKS AND ACCOUNTS

25.1 The **Trustee** may at any time after giving the **Trustee Lessee** at least 5 days' notice, inspect the **Trustee Lessee's** books and accounts recording or relating to the **Revenue** and expenditure of the **Trustee Lessee's** business.

25.2 The **Trustee's** notice must describe, in general terms, the books and accounts that the **Trustee** wishes to inspect.

25.3 Following receipt of the **Trustee's** notice, the **Trustee Lessee** must:

- (a) notify the **Trustee** of the location of the books and accounts described in the **Trustee's** notice;
- (b) ensure that on the date appointed for the inspection, those books and accounts are at the place that the **Trustee Lessee** notifies the **Trustee**;
- (c) let the **Trustee** enter that place on the nominated date;
- (d) let the **Trustee** inspect, copy and make reproductions of or take extracts from the books and accounts; and
- (e) give any assistance, and provide any facilities, that the **Trustee** reasonably requests in order to exercise its rights to inspect, copy and make reproductions of or take extracts from the books and account.

25.4 For the purposes of this **Trustee Lease**, "**books and accounts**" includes:

- (a) invoices, receipts, orders for payment of money, bills of exchange, cheques, promissory notes and vouchers;
- (b) documents of prime entry;
- (c) working papers and other documents needed to explain the methods by which any document or report the **Trustee Lessee** is required to give the **Trustee** under this **Trustee Lease** is, has been or will be made up;
- (d) returns, financial statements and other documents that the **Trustee Lessee** is required to lodge, or has lodged under any law; and
- (e) registers, records or information and documents (including those in electronic form).

26. ANNUAL REPORTING

26.1 The **Trustee Lessee** must, within 3 months of the end of each **financial year**, give the **Trustee** a report containing:

- (a) the details of the records kept by the **Trustee Lessee** under clause 24.1 and 24.2;

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- (b) a copy of its annual financial statements (as at the preceding 30 June), including profit and loss statement and balance sheet, certified as correct by a registered auditor; and
- (c) written details (in a form reasonably acceptable to the **Trustee**) of the number of individuals registered as members of the **Trustee Lessee's** organisation as at the preceding 30 June.
- (d) the measures taken by the **Trustee Lessee** during the **financial year** to achieve the principal purpose of the **Trustee Lease** as detailed in clause 16.4 (for example, a report which details how members or other groups in the community have benefited from the use of the **premises** during the **financial year**);
- (e) the measures taken by the **Trustee Lessee** during the **financial year** to achieve **KPI's**;
- (f) the **Trustee Lessee's** assessment of its performance against the **KPI's** during the **financial year**;
- (g) details of repairs, maintenance and any other work carried out to or at the **premises** during the **financial year**;
- (h) **[Council to consider any other reporting requirements]**
- (i) any other matter or information that the **Trustee** notifies the **Trustee Lessee** that it requires be included in the report from time to time.

26.2 Without limiting clause 26.1, whenever the **Trustee Lessee** is required to lodge with its regulator a document, return or report that is:

- (a) an annual or other periodic return or report; or
- (b) a notification of a change in the governing body of the **Trustee Lessee**,

the **Trustee Lessee** must give a copy of that document, return or report to the **Trustee**.

26.3 In clause 26.2:

- (a) '**governing body**' means the governing body of the **Trustee Lessee** whatever called, including a board of directors if the **Trustee Lessee** is a company and a management committee if the **Trustee Lessee** is an incorporated association; and
- (b) '**regulator**' means the body or office responsible for administering the *Corporations Act 2001* (Cth), *Associations Incorporation Act 1981* (Qld) or any other law under which the **Trustee Lessee** is incorporated from time to time.

PART K: ASSIGNMENT, SUBLETTING AND TRUSTEE LESSEE'S CORPORATE STATUS

27. CONSENT

27.1 The **Trustee Lessee** must not assign part of the **Trustee Lease**.

27.2 The **Trustee Lessee** must not:

- (a) assign the whole of the **Trustee Lease**; or
- (b) give a sublease, licence or concession of, or share or part with possession of, any part of the **premises**, without first obtaining the **Trustee's** and the **Minister's** written consent.

27.3 The **Trustee** must not unreasonably withhold its consent to a dealing mentioned in clause 27.2 if:

- (a) The **Trustee Lessee**:

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- (i) gives the **Trustee** written notice of its intention detailing full particulars of the proposed assignee, sublessee, licensee or concessionaire; and
 - (ii) pays the **Trustee's** reasonable costs, whether or not the dealing proceeds;
 - (iii) the written consent of the **Minister** is obtained; and
- (b) the proposed assignee, sublessee, licensee or concessionaire:
- (i) is a **community organisation**;
 - (ii) satisfies the **Trustee** that it is a respectable and financially sound person, capable of performing the obligations of the **Trustee Lessee**; and
 - (iii) gives the covenants, indemnities and bank and personal guarantees that the **Trustee** reasonably requires.
- (c) For the purposes of this clause 27, **community organisation** means an entity that is a non-profit entity or otherwise exists for a public purpose.

28. DEED OF COVENANT

28.1 The **Trustee Lessee** and the assignee, sublessee, licensee or concessionaire must enter into a deed with the **Trustee** before the assignment, sublease, licence or concession is effected in the form required by the **Trustee** containing:

- (a) a covenant that the assignee, sublessee, licensee or concessionaire will comply with the **Trustee Lessee's** obligations under the **Trustee Lease** (including the **prescribed terms**); and
- (b) a release by the **Trustee Lessee** (and its **guarantor**) of any claim they may then or subsequently have against the **Trustee**.

29. FORMALITIES

29.1 The **Trustee Lessee** must ensure that (before the assignment sublease, licence or concession is effected) the assignee, sublessee, licensee or concessionaire gives to the **Trustee**:

- (a) the indemnities and bank and personal guarantees that the **Trustee** reasonably requires; and
- (b) a copy of the executed and stamped (if applicable) document effecting and containing the terms of the assignment sublease, licence or concession, noting that the term of the sublease, licence or concession must end not later than 1 day before the day the **Trustee Lease** expires.

30. FEES

30.1 The **Trustee Lessee** must pay to the **Trustee** a non-refundable fee to cover the administrative expenses and also its reasonable costs (including legal costs on a full indemnity basis) and disbursements for the matters referred to in this Part K (including costs associated with obtaining the consent of the **Minister**).

31. TIME FOR CONSENT

31.1 The **Trustee** must not unreasonably delay in informing the **Trustee Lessee** whether or not it consents to the proposed assignment sublease, licence or concession.

32. COMPANY TRUSTEE LESSEE

32.1 If the **Trustee Lessee** is a company, the **Trustee Lessee** must not:

- (a) pass a resolution to modify, amend or repeal its constitution; or
- (b) pass a special resolution to change to a company of a different type under section 162 of the *Corporations Act 2001* (Cth); or

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- (c) enter into any scheme or arrangement; or
- (d) call or convene a meeting at which such a resolution is to be considered, without first obtaining the **Trustee's** (and, if required, the **Minister's**) approval.

33. ASSOCIATION TRUSTEE LESSEE

33.1 If the **Trustee Lessee** is an association incorporated under the *Associations Incorporation Act 1981* (Qld), the **Trustee Lessee** must not:

- (a) pass a special resolution to amalgamate with another incorporated association or to register as a cooperative under that Act; or
- (b) pass a special resolution to amend its rules; or
- (c) call or convene a meeting at which a special resolution is to be considered, without first obtaining the **Trustee's** (and, if required, the **Minister's**) approval.

PART L: DEFAULT AND TERMINATION

34. REMEDY OF BREACHES

34.1 If the **Trustee Lessee** does not comply with any of the **Trustee Lessee's** obligations under this **Trustee Lease**, the **Trustee** may give the **Trustee Lessee** a notice that tells the **Trustee Lessee**:

- (a) what obligation has not been complied with; and
- (b) what the **Trustee** requires the **Trustee Lessee** to do in order to remedy the non-compliance.

34.2 If the **Trustee Lessee** does not comply with the **Trustee's** notice within a reasonable time, or if the **Trustee Lessee** does not comply with an obligation under this **Trustee Lease** and the **Trustee** reasonably considers that the non-compliance cannot be remedied, the **Trustee** may:

- (a) do anything reasonably necessary to remedy (or to remedy as far as possible) the **Trustee Lessee's** non-compliance; and
- (b) recover from the **Trustee Lessee**, as a liquidated debt, the costs and expenses incurred by the **Trustee** (including costs and expenses attributable to the use of the **Trustee's** facilities and people) in doing so.

34.3 Without limiting clause 34.2, the **Trustee** may do any one or more of the following:

- (a) if the **Trustee Lessee's** breach is a breach of an essential term, re-enter and take possession of the **premises**;
- (b) if the **Trustee Lessee's** breach is a breach of an essential term, terminate the **Trustee Lease**;
- (c) recover from the **Trustee Lessee** any loss the **Trustee** suffers, due to the **Trustee Lessee's** breach;
- (d) use any **security bond** or claim under any **bank guarantee** to recover any loss the **Trustee** suffers, due to the **Trustee Lessee's** breach;
- (e) exercise any of the **Trustee's** other legal rights.

34.4 The essential terms of the **Trustee Lease** are clauses 5, 7, 8, 9, 10, 11, 12, 13, 16, 21, 22, 24, 26, 27, 32, 33 and 37, and any other term of this **Trustee Lease** that is expressed to be an essential term or that the **Trustee** notifies the **Trustee Lessee**, in writing, is an essential term.

35. TRUSTEE MAY TERMINATE

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35.1 The **Trustee** may terminate this **Trustee Lease** if:

- (a) the **Trustee Lessee**, being an individual, becomes bankrupt;
- (b) the **Trustee Lessee**, being a corporation, becomes an **externally administered body corporate**;
- (c) the **Trustee Lessee**, being an incorporated association under the *Associations Incorporation Act 1981* (Qld) (the '**Act**'):
 - (i) is wound up under the **Act**; or
 - (ii) any resolution, proceeding or step is taken for the winding up of the **Trustee Lessee** (regardless of whether it culminates in the winding up of the **Trustee Lessee**); or
 - (iii) has its incorporation under the **Act** cancelled,
- (d) all or any part of the **premises** is compulsorily acquired or otherwise taken, given or dedicated for any other public purpose;
- (e) any form of tenure under which **Trustee** holds all or any part of the **premises** is resumed, cancelled or forfeited, expires or otherwise comes to an end;
- (f) the **premises** are destroyed; or
- (g) the **premises** are damaged to the extent that the **Trustee** considers the **premises** to no longer be fully usable and the **Trustee** decides not to fix the damage.

35.2 If the **Trustee** exercises its right to terminate this **Trustee Lease**, the **Trustee** can still exercise any other right or power against the **Trustee Lessee** arising from any conduct, act or omission that happened before the termination.

35.3 The **Trustee** is not liable to pay the **Trustee Lessee** any compensation if the **Trustee** terminates the **Trustee Lease**.

36. POWER OF ATTORNEY

36.1 This clause 36 applies subject to the **prescribed terms** (which shall prevail to the extent of any inconsistency).

36.2 Subject to clauses 36.3 and 36.4, the **Trustee Lessee** appoints the **Trustee** and any one or more of the **Trustee's** officers, directors and secretaries from time to time as the **Trustee Lessee's** attorney, and authorises the **Trustee** to execute all documents, and to perform acts, on the **Trustee Lessee's** behalf that are necessary for the registration of a surrender of the **Trustee Lease** to the **Trustee**.

36.3 The **Trustee** may use the power under clause 36.2 only if –

- (a) The **Trustee Lessee** has breached a term or condition of the **Trustee Lease**; and
- (b) The **Trustee** has –
 - (i) Given the **Trustee Lessee** written notice of the breach; and
 - (ii) Allowed the **Trustee Lessee** a reasonable period, of at least 20 business days after giving the notice, to remedy the breach; and
- (c) The **Trustee Lessee** has not remedied the breach within the period; and
- (d) The **Trustee** is entitled to end the **Trustee Lease** and take possession of the **premises**.

36.4 Clause 36.2 and 36.3 do not apply if the **Trustee Lessee** is the Commonwealth Government or the State Government.

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PART M: END DATE OBLIGATIONS

37. WHEN THE TRUSTEE LEASE ENDS

37.1 When the **Trustee Lease** ends, the **Trustee Lessee** must:

- (a) ensure that the **premises** (including the **Trustee's property**) are in **good repair** (as that term is defined in clause 21.1 of this **Trustee Lease**) and in a condition consistent with the **Trustee Lessee** having complied with its obligations under this **Trustee Lease**;
- (b) carry out any repairs and make good any damage to the **premises** or the **Trustee's property** which are the responsibility of the **Trustee Lessee** under this **Trustee Lease**;
- (c) ensure that all of the obligations specified as being the responsibility of the **Trustee Lessee** in the **maintenance schedule** have been fully complied with;
- (d) if requested by the **Trustee**, reinstate the **premises** or the **Trustee's property** to their configuration, layout or condition (to the reasonable satisfaction of the **Trustee**) prior to the **Trustee Lessee** having made any approved alterations or additions in accordance with clause 21.5 of this **Trustee Lease**;
- (e) if requested by the **Trustee**, remove any of signs which have been installed by or at the request of the **Trustee Lessee**, which are outside or inside the **premises**, and repair any damage caused by their installation or removal to the reasonable satisfaction of the **Trustee**;
- (f) ensure that the **premises** and the **Trustee's property** are clean and free from rubbish; and
- (g) give the **Trustee** all keys and access devices that the **Trustee Lessee** has for the **premises**.

37.2 For the avoidance of doubt, the **Trustee Lessee** must not hold over, possess or occupy the **premises** or the **Trust Land** after the expiry of the **Trust Lease**.

38. TRUSTEE LESSEE'S PROPERTY AT END OF TRUSTEE LEASE

38.1 When the **Trustee Lease** ends, the **Trustee Lessee** must:

- (a) remove all of the **Trustee Lessee's property** and any third party equipment (which is plant, equipment and goods belonging to anyone other than the **Trustee** and not **Trustee's property**);
- (b) maintain their insurance (pursuant to clause 10) during the period where the **Trustee Lessee's property** is being removed;
- (c) repair any damage caused by the installation or removal of such equipment and restore and otherwise make good the **premises** and **Trust Land**;
 - (i) to a condition similar to the condition it was in before the start of the **Trustee Lease**; and
 - (ii) to the reasonable satisfaction of the **Trustee**; and
- (d) leave the **premises** and **Trust Land** in a clean and tidy condition to the reasonable satisfaction of the **Trustee**.
- (e)

38.2 If the **Trustee Lessee** does not remove any of the **Trustee Lessee's property** or third party equipment in as required by clause 38.1, then the **Trustee** may (without liability to the **Trustee Lessee** or any third party) treat the property or equipment as abandoned and the **Trustee** may, at the expense of the **Trustee Lessee**, remove, store and dispose of the equipment as the **Trustee** sees fit.

38.3 If the provisions of this Part M (clauses 37 and 38) are inconsistent with the **prescribed terms**, for avoidance of doubt, the **prescribed terms** will prevail.

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PART N: THE TRUSTEE'S RIGHTS AND OBLIGATIONS

39. THE TRUSTEE MUST OBEY THE LAW

39.1 The **Trustee** must obey any law relating to or that requires the **Trustee** to do anything concerning the **premises** (except where that thing is the **Trustee Lessee's** responsibility under this **Trustee Lease**) including paying any **statutory charges**.

39.2 The **Trustee** must comply with the **prescribed terms**.

40. THE TRUSTEE LESSEE'S QUIET ENJOYMENT

40.1 If the **Trustee Lessee** complies with the **Trustee Lease** (including, for avoidance of doubt, the **prescribed terms**), the **Trustee** must allow the **Trustee Lessee** to occupy and use the **premises** without the **Trustee** unreasonably interrupting or disturbing the **Trustee Lessee**, except where the **Trustee Lease** allows the **Trustee** to do so.

41. THE TRUSTEE MAY ENTER ONTO THE TRUST LAND

41.1 The **Trustee** may enter the **premises** (with or without notice):

- (a) at all reasonable times; and
- (b) if there is an emergency, at any time (and specifically without the need for any notice),

and may inspect and view the **premises** (to ascertain their condition and state of repair), to comply with its obligations under the **maintenance schedule** or otherwise under this **Trustee Lease**, to exercise its rights under this **Trustee Lease** (including any right to inspect records required to be kept by the **Trustee Lessee**), or to show the **premises** to any prospective purchaser or **Trustee Lessee**.

42. THE TRUSTEE MAY DEAL WITH THE PREMISES

42.1 Subject to this **Trustee Lease**, the **Trustee** may deal with the **premises** in any way the **Trustee** sees fit (for example, subdividing the **Trust Land**, amalgamating title to the **Trust Land**, granting easements in relation to the **Trust Land**, transferring title to the **Trustee Land**).

42.2 If this **Trustee Lease** is not registered the **Trustee** transfers the **premises** the **Trustee** must ensure that the new owner signs an deed in the **Trustee Lessee's** favour binding the new owner to the terms of this **Trustee Lease**.

42.3 Without limiting clause 42.1, the **Trustee** may for the purpose of the provision of public or private access to or over the **Trust Land** or for the provision of any services for any matters for which it is responsible as an **authority** or for public purposes generally dedicate part of the **Trust Land** or transfer, grant or create any easement or other right in its favour or in favour of any other **authority** or person as the **Trustee** thinks fit. This **Trustee Lease** will be taken to be subject to any such dedication, easement or other right.

43. GIVING THE TRUSTEE'S CONSENT

If the Trustee Lessee requires the Trustee's consent or approval, the Trustee Lessee's request for such consent or approval must be in writing.

43.1 Where the consent or approval of the **Minister** is required, any consent or approval of the **Trustee** is subject to the **Minister's** consent also being obtained.

43.2 The **Trustee** may withhold its consent or approval as the **Trustee** sees fit (unless this **Trustee Lease** says otherwise) and the **Trustee** may give such consent or approval subject conditions.

43.3 The consent or approval of the **Trustee** and/or the **Minister** is only effective where it is given in writing.

44. CONSENT AND REGISTRATION

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- 44.1 The **Trustee** will obtain the **Minister's** consent to this **Trustee Lease** and the consent of any mortgagee of the **Trust Land** registered in priority to this **Trustee Lease**.
- 44.2 The **Trustee Lessee** must pay the **Trustee's** costs of obtaining such consents and comply with any conditions of such consents.
- 44.3 If requested by the **Trustee Lessee** the **Trustee** will register this **Trustee Lease** on the title to the **Trust Land** within a reasonable time after the **starting date**.

PART O: NOTICES

45. **NOTICES TO BE IN WRITING**

- 45.1 A notice required by this **Trustee Lease** must be in writing.

46. **SERVING NOTICES**

- 46.1 The **Trustee** may serve a notice on the **Trustee Lessee** by leaving it at, or posting or faxing it to, the **premises**, the **Trustee Lessee's** registered office or the **Trustee Lessee's business** address as last known to the **Trustee**.
- 46.2 The **Trustee Lessee** may serve a notice on the **Trustee** by leaving it at, or posting it or faxing it to the **Trustee's** registered office or the **Trustee's** business address as last known to the **Trustee Lessee**.

PART P: GENERAL MATTERS

47. **QUEENSLAND LAW APPLIES**

- 47.1 The **Trustee Lease** is governed by Queensland law. The **Trustee Lessee** and the **Trustee** submit to the non-exclusive jurisdiction of the Courts of Queensland.

48. **PROPERTY LAW ACT SECTIONS DO NOT APPLY**

- 48.1 The following obligations or powers in the *Property Law Act 1974* (Qld) are separately covered in the **Trustee Lease** and excluded from it: section 105 (Trustee Lessee's Covenants to pay Rent and Repair), section 107 (Trustee's Powers to Enter and View, Repair and retake Possession) and section 109 (Short forms of Covenants).

49. **SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS**

- 49.1 Anything to be done on a Saturday, Sunday or a Public Holiday in the place where the **premises** are located may be done on the next day, except the **Trustee Lessee's** obligations (if any) concerning trading hours.

50. **NO WAIVER**

- 50.1 A term of this **Trustee Lease** cannot be waived by the **Trustee** except in writing, even if the **Trustee** allows the **Trustee Lessee** time or some other indulgence and even if the **Trustee** accepts **rent** or other money under this **Trustee Lease**.

51. **ADDITIONAL PROVISIONS**

- 51.1 The additional provisions contained in **schedule 3** (if any) form part of this **Trustee Lease**.
- 51.2 To the extent of any conflict with the provisions of this **Trustee Lease**, the additional provisions in **schedule 3** prevail.

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SCHEDULE 1

MAINTENANCE SCHEDULE

(Clause 21.2) **CHECK WITH MAINTENANCE TEAM THAT BELOW TABLE IS CORRECT**

Asset Description	Task Description	Default Maintenance Responsibility	Frequency
Building Structures	General cleaning requirements for the building and structures	Trustee Lessee	Weekly and as required
	Inspection and audit	Trustee	12 monthly
	General repair breakage or damage	Trustee Lessee	As required
	Repair structural damage due to normal wear and tear	Trustee	As required
	Asset end of life replacement	Trustee	As required
	Register and maintain asbestos and hazardous material report	Trustee	In accordance with legislative requirements
Building Structures - External	General cleaning requirements for the building and structures	Trustee	As required
Pest Control (Termites)	Pest control services termite control	Trustee	As required
Pest Control (General)	General Pest control services	Trustee Lessee	12 monthly
Fire Services			
Fire Safety Installations and Features	Inspect, service and maintain fire safety installations in accordance with Fire and Rescue Service Act 1990 and the Building Fire Safety Regulations 2008 requirements including but not limited to the Fire Board/Panel, Sprinklers and Smoke Alarms. Fire Brigade Call Outs resulting from false alarms exceeding one (1) per month will be on charged to the Trustee Lessee. Any unnecessary call outs as a result of the Trustee Lessee's business (such as damage to fire equipment, inappropriate use of the building etc.) may be on charged to the Trustee Lessee.	Trustee	In accordance with legislative requirements
	Fire Safety Installations and Features including but not limited to Emergency Exit, Fire Extinguishers, Fire Blankets, Fire Hose Reels and Evacuation Diagrams and Plans. Any unnecessary call outs as a result of the Trustee Lessee's business (such as missing extinguishers, damaged exit lights etc.) may be on charged to the Trustee Lessee.	Trustee	In accordance with legislative requirements
Wardens and Fire Evacuation Training	Emergency Control Organisation and General Evacuation First Response	Trustee Lessee	In accordance with legislative requirements

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Asset Description	Task Description	Default Maintenance Responsibility	Frequency
Electrical			
External Lighting	Clean and re-lamp light fittings	Trustee Lessee	As required
Internal Lighting	Clean and re-lamp light fittings	Trustee Lessee	As required
Electrical Switchboards	Thermal scan/repair of switchboards	Trustee	In accordance with legislative requirements
Power Poles and Cables	Maintenance of all poles carrying light and power cable	Trustee	In accordance with legislative requirements
Electrical Safety Switch	Annual performance electrical leakage test	Trustee	In accordance with legislative requirements
Appliance Electrical Safety Testing	Appliance electrical safety testing for portable appliances by qualified electrician	Trustee Lessee	In accordance with legislative requirements
Solar Panels	Inspect, service, clean, maintain and upgrade solar panels and associated equipment.	Trustee Lessee	As required
General Repairs and Maintenance	General repairs and maintenance	Trustee Lessee	As required
Mechanical Services			
Circulating Fans	Repairs, maintenance and upgrade	Trustee Lessee	As required
Lifts	Inspect, service and maintain lifts	Trustee Lessee	As required
Automatic Doors	Service automatic door	Trustee Lessee	As required
Cold & Freezer Rooms – if installed by Council	Inspect and service freezer and cold-rooms plant and equipment	Trustee Lessee	As required
A/C Unit	Inspect and service A/C unit includes filter cleaning	Trustee Lessee	As required
Temperature Control Valves – if installed by Council.	Inspect, service and clean thermostatic mixing & tempering valves	Trustee Lessee	As required
Windows and Doors			
Roller Doors – Internal	Inspect and service roller doors	Trustee Lessee	As required
Roller Doors – External	Inspect and service roller doors	Trustee Lessee	As required
Sliding Windows – Internal	Inspect and service window rollers	Trustee Lessee	As required
Sliding Windows – External	Inspect and service window rollers	Trustee Lessee	As required

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Asset Description	Task Description	Default Maintenance Responsibility	Frequency
Sliding Doors – Internal	Inspect and service door rollers	Trustee Lessee	As required
Sliding Doors - External	Inspect and service door rollers	Trustee Lessee	As required
Retractable Acoustic Petitions	Inspect, service, clean and maintain petitions.	Trustee Lessee	As required
Hollow Core Doors	Restore painted surfaces	Trustee Lessee	As required
Windows and Doors	Inspect and service hardware in accordance with ICC key and locking system	Trustee	As required
	Glass Breakage unless breakage results from wilful damage and cost will be recovered from the Trustee Lessee	Trustee Lessee	As required
Landscaping			
Trees and Shrubs	Prune trees and shrubs, depending upon growth conditions	Trustee Lessee	As required
Grassing and Turfing	General landscape maintenance	Trustee Lessee	As required
Irrigation System Pumps	Inspect/service pump	Trustee Lessee	In accordance with manufacturer's recommended specifications
	Replacement of pumps	Trustee Lessee	As required
Irrigation System	Inspect, repair and maintenance of Irrigation for leaks (valves etc)	Trustee Lessee	In accordance with manufacturer's recommended specifications
Exterior Works			
Gates	Inspect and service gates and fittings	Trustee	As required
Fence	Inspect and service fences and fittings	Trustee	As required
Seats and Benches	Inspect, clean & ensure seat fitted securely. This applies to fixed seating only.	Trustee Lessee	As required
Shade Structures	Cleaning, repairs and maintenance	Trustee Lessee	As required
Concrete/ Pavement	Pressure clean surface	Trustee Lessee	As required
Hardstand Areas	Pressure clean surface	Trustee Lessee	As required
Roof	Clean and inspect and spot seal roof	Trustee Lessee	As required
Gutter	Clean and inspect and spot seal gutter	Trustee Lessee	As required

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Asset Description	Task Description	Default Maintenance Responsibility	Frequency
Downpipes	Restore protective coatings	Trustee	As required
External taps	Service tap-ware washers, seats and O rings	Trustee Lessee	As required
Stormwater Drains	Inspect and clean	Trustee Lessee	As required
Water Storage Tank	Inspect, service and clean first flush system	Trustee	As required
Business Signage	Repairs, maintenance and upgrades	Trustee Lessee	As required
External Wall	Clean surfaces	Trustee Lessee	As required
	Exterior wall painting	Trustee	As required
Hot Water System	Inspect, test and service pressure relief valve	Trustee Lessee	As required
	Replace hot water system	Trustee	As required
Regulatory Signage	Inspect, service and maintain regulatory signage	Trustee Lessee	As required
Interior Finishes			
Internal Ceilings and Walls	Restore painted surfaces ceilings and walls	Trustee Lessee	As required
Drinking Fountains	Inspect and service Zip Chillmaster	Trustee Lessee	In accordance with manufacturer's recommended specifications
Tap Water Heater	Inspect and service Zip Hydroboil	Trustee Lessee	In accordance with manufacturer's recommended specifications
Grease Traps	Pump out and maintain grease traps	Trustee Lessee	In accordance with manufacturer's recommended specifications
Floor - Tile	Heavy duty scrub clean floor surfaces	Trustee Lessee	As required
Floor - Vinyl	Inspect, repair and buff floor surfaces	Trustee Lessee	As required
Floor - Carpet	Heavy duty deep pile special cleaning	Trustee Lessee	As required
Kitchen Exhaust System - Residential Exhaust	Clean, inspect and service kitchen exhaust	Trustee Lessee	As required
Kitchen Exhaust System - Commercial Exhaust	Inspect and service kitchen exhaust	Trustee Lessee	As required

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Asset Description	Task Description	Default Maintenance Responsibility	Frequency
	Heavy Duty Deep Clean kitchen exhaust	Trustee	As required
General Repairs and Maintenance	General repairs and maintenance	Trustee Lessee	As required
Plumbing			
WC Toilet/Cistern and Urinal	Inspect and service flushing mechanisms	Trustee Lessee	As required
Tapware	Service Taps, rewasher, reseal, replace as necessary	Trustee Lessee	As required
Pipe-Works	Service and maintain internal and external plumbing network, except in the case of wilful damage and ICC has the right to recover the cost from the Trustee Lessee.	Trustee	As required
	Repair and Replace internal and external plumbing pipe-works	Trustee	As required
General Repairs and Maintenance	General repairs and maintenance	Trustee Lessee	As required
Security			
CCTV & Security Systems (if applicable)	Test and service Security Systems. Any editing or addition of alarm codes for the Trustee Lessee, and any damage caused to the security system will be at the Trustee Lessee's cost.	Trustee	As required
	CCTV Monitoring, Maintenance and Upgrades	Trustee Lessee	As required
	Security Patrols. Patrol call outs that result from false alarms exceeding one (1) per month will be payable by the Trustee Lessee.	Trustee	As required
	Access Cards, Keys, Locking Systems. Access Cards/Keys are the Trustee Lessee's responsibility however, if the access cards/keys are lost, damaged or stolen, replacements will be issued by the Trustee with the cost payable by the Trustee Lessee.	Trustee	As required

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SCHEDULE 2

KEY PERFORMANCE INDICATORS

(Clause 22)

INSERT KEY PERFORMANCE INDICATORS or NOT USED

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SCHEDULE 3

ADDITIONAL PROVISIONS

(Clause 51)

1. **GAMING AND LIQUOR**

1.1 The **Trustee Lessee** must not allow the conduct of gaming on the **premises** except:

- (a) with the prior written consent of the **Trustee** and the **Minister**;
- (b) in accordance with a **Licensing Act**; and
- (c) in accordance with the requirements set out in the **prescribed terms**.

1.2 The **Trustee Lessee** must not allow the sale or consumption of liquor on the **premises** except:

- (a) with the prior written consent of the **Trustee** and the **Minister**;
- (b) in accordance with a **Licensing Act**; and
- (c) in accordance with the requirements set out in the **prescribed terms**.

1.3 The **Trustee Lessee** must not at any time during the term of the **Trustee Lease** allow any of the following to occur:

- (a) the expiry, suspension, forfeiture, termination or avoidance of any **Relevant Licence** either temporarily or permanently;
- (b) the disqualification of the **Trustee Lessee** or the holder of a **Relevant Licence** from holding, maintaining or receiving a **Relevant Licence** or any renewal of it according to a **Licensing Act** in respect of the **premises**, either temporarily or permanently;
- (c) the disqualification of the **premises** or any part of the **premises** from having a **Relevant Licence** according to a **Licensing Act** granted, maintained or received in respect of it either temporarily or permanently.

1.4 The **Trustee Lessee** must not during the term of this **Trustee Lease** apply for or be a party to, privy to or directly or indirectly be concerned with or assist in any application for the removal or transfer of a **Relevant Licence** from the **premises** to another person or another location without the prior written consent of the **Trustee**.

1.5 In respect of each and every period requiring renewal of the **Relevant Licence** during the term of the **Trustee Lease**, the **Trustee Lessee** must apply for and endeavour to procure its renewal and ensure the doing of all things and pay all fees and charges which may be required in respect of it.

1.6 Upon termination or expiry of this **Trustee Lease**, and if requested to do so by the **Trustee**:

- (a) the **Trustee Lessee** must (at the cost of the **Trustee**) do all things necessary to transfer any **Relevant Licence** relating to the **premises** to the **Trustee** or any person nominated by the **Trustee**; and
- (b) the **Trustee Lessee** must where necessary continue in occupation of the **premises** for such reasonable time as required to effect such transfer (subject always to compliance with the **prescribed terms**).
- (c) The **Trustee Lessee** must hold any **Relevant Licence** relating to the **premises** in its own name and must not without the prior written consent of the **Trustee** and the **Minister**:
 - (i) transfer, assign, part with the possession or mortgage, pledge or apply for a transfer of any **Relevant Licence** or sign or give any notice of intention to apply for such transfer; or
 - (ii) by any act or deed, procure, permit or allow the **Relevant Licence** to be so dealt with.

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- (d) The **Trustee Lessee** must perform and at its cost observe the provisions of the **Licensing Acts**.
- (e) The **Trustee Lessee's** obligations under this additional provision do not include:
 - (i) any obligation to perform matters which are in this **Trustee Lease** expressly excluded from the obligations of the **Trustee Lessee**;
 - (ii) any obligation to make repairs or alterations or additions to the **premises** of a structural nature except where they are attributable to any act or omission of the **Trustee Lessee** or required because of the nature of the **Trustee Lessee's business**.
- (f) Within 24 hours of receiving it, the **Trustee Lessee** must give written notice to the **Trustee** of each of the following:
 - (i) all notices and directives or requests made under the provisions of the **Licensing Act** and given, notified or served upon the **Trustee Lessee** or the holder of a **Relevant Licence** relating to the **premises**; and
 - (ii) any and all summonses, convictions or orders issued or made in respect of the **Trustee**, the **Trustee Lessee** or the holder of a **Relevant Licence** relating to the **premises** and relating to the **premises** or a **Relevant Licence** relating to the **premises**.
- (g) If the **Trustee Lessee** does not comply with any obligations contained in this clause, the **Trustee** may, without prejudice to all other rights do all things necessary to comply and recover from the **Trustee Lessee** all costs, expenses and outlays occasioned as a result of the non-compliance and the things done by the **Trustee** to comply.
- (h) In this clause:
 - (i) **Licensing Act** means the *Liquor Act 1992* (Qld), the *Gaming Machine Act 1991* (Qld) and any other Act or Regulation which regulates, deals with or prohibits gaming or the sale or consumption of liquor.
 - (ii) **Relevant Licence** means a licence, permit, consent, approval or permission under a **Licensing Act**.

2. GOOD NEIGHBOUR PROCESSES

2.1 Introduction

The **Trustee** and the **Trustee Lessee** wish to work together to minimise inconvenience to, and complaints from, residents in the neighbourhood of the **premises** who are affected by the **Trustee Lessee's** use of the **premises** ('**residents**'), including **residents** affected by noise coming from, or traffic connected with, the **Trustee Lessee's** use of the **premises**, and to follow a procedure to resolve resident complaints in a way which satisfies the **Trustee**, the **Trustee Lessee** and the **residents**.

2.2 General Good Neighbour Processes

- (a) The **Trustee Lessee** will use its best endeavours to work together with **residents** to minimise inconvenience to **residents** caused by the **Trustee Lessee's** use of the **premises**, and to develop close links between **residents** and the **Trustee Lessee**.
- (b) The **Trustee Lessee** will appoint an officer to represent the **Trustee Lessee** in dealings with the **residents** (a **Community Liaison Officer**) and will notify the **Trustee** of the name and contact phone number of the **Community Liaison Officer** within 7 days of signing this **Trustee Lease**. The **Trustee Lessee** must keep this information current.
- (c) The **Trustee Lessee** agrees to comply with the processes outlined in this additional provision (the **Good Neighbour Processes**). The **Trustee** may vary or replace the **Good Neighbour Processes** from time to time. All variations bind the **Trustee Lessee** when notice of such variation is given to the **Trustee Lessee** in writing by the **Trustee**.

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- (d) Examples of the way in which the **Trustee Lessee** will put **Good Neighbour Processes** into practice include:
- (i) notifying **residents** in the neighbourhood of the **premises** of the activities of the **Trustee Lessee**, especially of any major events to be held at the **premises**;
 - (ii) appointing parking monitors to ensure that the **Trustee Lessee's** members, invitees and licensees do not create undue noise when entering and leaving the **premises**, or in neighbouring streets, and to ensure that **resident** access to driveways etc. is not obstructed;
 - (iii) circulating details of the **Community Liaison Officer** to **residents** and asking them to contact that person with any concerns or questions;
 - (iv) attending any seminars or meetings organised by the **Trustee** about community leasing (or other occupancy rights) generally.

2.3 Complaint Handling Procedures

- (a) The **Trustee Lessee** agrees to participate in any course of action proposed by the **Trustee** under this additional provision.
- (b) If any person (the **complainant**) makes a complaint to the **Trustee** which arises from the **Trustee Lessee's** use of the **premises**, the **Trustee** will refer the **complainant** to the **Trustee Lessee's** **Community Liaison Officer** and will record that a "**resident notification**" has been made in relation to the **Trustee Lessee**.
- (c) The **Trustee** will contact the **complainant** to find out the result of the referral.
- (d) If, in the reasonable opinion of the **Trustee**, the complaint has not been resolved by the **Trustee Lessee's** **Community Liaison Officer** within 14 days of the **complainant** contacting the **Community Liaison Officer**, the **Trustee** will record that a "**resident dispute**" has arisen and may propose a method of solving the **resident dispute** to the **complainant** and the **Trustee Lessee**.

(For example, the method chosen may involve:

- a meeting between the **Trustee Lessee**, the **complainant** and the **Trustee**;
 - mediation (including a programme provided by the Community Justice Programme of the Department of Justice and Attorney General);
 - referral of the **resident dispute** to the appropriate **authority** (for example, in the case of a **resident dispute** in relation to lights used on the **premises**, to the Community Health Branch of the Ipswich City Council); or
 - any other method determined by the **Trustee**).
- (e) The **Trustee Lessee** agrees to be bound by the outcome of any method of solving the **resident dispute** chosen by the **Trustee**.
 - (f) If, in the reasonable opinion of the **Trustee**, the method does not resolve the **resident dispute**, the **Trustee** may require the **Trustee Lessee** to participate in further attempts to resolve the **resident dispute**.
 - (g) If, in the reasonable opinion of the **Trustee**, the **resident dispute** is resolved, the **Trustee** may require the **Trustee Lessee** to enter into a legally enforceable agreement in a form satisfactory to the **Trustee**.
 - (h) Nothing in this additional provision affects any rights of the **Trustee** under this **Trustee Lease** to terminate the **Trustee Lease** or take any other action.

2.4 Non-compliance with processes

- (a) The **Trustee Lessee** acknowledges that the following will constitute a breach of the terms of this **Trustee Lease**:
 - (i) any breach of the **Good Neighbour Processes**;

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- (ii) three (3) **resident notifications** under the **Good Neighbour Processes** within any 12 month period;
- (iii) three (3) **resident disputes** under the **Good Neighbour Processes** within any 12 month period.

3. DISPUTE RESOLUTION PROCEDURE

- (a) If the **Trustee Lessee** or the **Trustee** believes that a dispute [*other than a resident dispute under the Good Neighbour Processes in additional provision [2]*] has arisen under this **Trustee Lease**, that **party** may serve a notice upon the other **party** (a **Dispute Notice**) requiring it to follow the procedure outlined in this additional provision and nominating a representative of that **party** with authority to settle the dispute.
- (b) Within 7 days of receiving the **Dispute Notice**, the **party** receiving the **Dispute Notice** must serve a notice on the other **party** (a **Reply Notice**), nominating a representative with authority to settle the dispute.
- (c) The representatives of each party will meet within 7 days of the receipt of the **Reply Notice** and will use their best endeavours to resolve the dispute.
- (d) If the dispute is not resolved to the satisfaction of both **parties** within 14 days of the receipt of the **Reply Notice**, the **parties** will refer the dispute to the **Trustee**.
- (e) The **Trustee** will decide the method of dispute resolution and the procedure to be adopted to resolve the dispute. For example, without limitation, the **Trustee** may decide to:
 - (i) refer the dispute to arbitration under the *Commercial Arbitration Act 2013* (Qld);
 - (ii) refer the matter to the Community Justice Programme of the Department of Justice and Attorney General;
 - (iii) appoint an expert (whose decision will be final and binding on the parties) to decide the dispute; or
 - (iv) refer the dispute to mediation.
- (f) Each **party** will continue to perform its obligations under this **Trustee Lease** during any dispute.

4. TRUSTS

4.1 If the **Trustee Lessee** is at any time acting in the capacity of trustee of any trust (the **Trust**) then whether or not the **Trustee** may have notice of the **Trust** the **Trustee Lessee** covenants with the **Trustee** as follows:

- (a) this **Trustee Lease** extends to all rights of indemnity which the **Trustee Lessee** has against the **Trust**;
- (b) the **Trustee Lessee** has power and authority to enter into this **Trustee Lease** and the provisions of the **Trust** do not purport to exclude or take away the right of indemnity of the **Trustee Lessee** against the **Trust** and the **Trustee Lessee** will not breach that right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
- (c) the **Trustee Lessee** will be and at all times remain personally liable to the **Trustee** for the due performance fulfilment and observance of the obligations in this **Trustee Lease**;
- (d) the **Trustee Lessee** will not without the consent in writing of the **Trustee** allow any of the following events to happen:
 - (i) the removal replacement or retirement of the **Trustee Lessee** as sole trustee of the **Trust**;
 - (ii) any alteration to or variation of the terms of the **Trust**;
 - (iii) any advancement or distribution of capital of the **Trust**;

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(iv) any resettlement of the trust property.

4.2 It will be a breach of the **Trustee Lease** if the **Trustee Lessee** is guilty of any breach of trust in respect of the **Trust** or ceases to be the sole trustee of the **Trust**.

5. **REPORTING**

- (a) The **Trustee Lessee** must give to the **Trustee** within 3 months after the end of each **financial year**:
- (i) a copy of its annual financial statements (as at the preceding 30 June), including profit and loss statement and balance sheet, certified as correct by a registered auditor; and
 - (ii) written details (in a form reasonably acceptable to the **Trustee**) of the number of individuals registered as members of the **Trustee Lessee's** organisation as at the preceding 30 June.
- (b) Compliance with this additional provision is an essential term of this **Trustee Lease**.

6. **DEMOLITION**

6.1 If the **Trustee** wants to demolish, refurbish, redevelop or extend the **premises**, or part thereof, and as a result requires vacant possession of the **premises**, the **Trustee** may terminate this **Trustee Lease** by giving the **Trustee Lessee** at least 6 months' notice of termination ('**termination notice**') and that notice must state:

- (a) sufficient details of the proposed demolition to indicate a genuine proposal to demolish, refurbish, redevelop or extend the **premises**, or part thereof, within a reasonably practicable time after this **Trustee Lease** is terminated; and
- (b) the day on which the **Trustee Lease** terminates.

6.2 After the **Trustee** has given a **termination notice** under additional provision 6.1 the **Trustee Lessee** may terminate this **Trustee Lease** at any time within six (6) months before the termination date in the **termination notice** by giving the **Trustee** at least seven (7) days' notice of termination.

6.3 Where the **Trustee Lease** is terminated under this additional provision the **Trustee** must pay to the **Trustee Lessee** reasonable compensation for the fitout of the **premises** to the extent the fitout was not provided by the **Trustee**.

7. **LICENSOR'S RIGHT TO RELOCATE**

[NB. relocation is only relevant where the Trustee Lessee is not leasing the whole of the Trust Land or premises]

7.1 If:

- (a) the **Trustee** proposes refurbishing, redeveloping or extending the **premises** (the **works**) during the term of the **Trustee Lease**; and
- (b) the **works** cannot be carried out practicably without vacant possession of the **premises**,

the **Trustee** may require the **premises** to be relocated in accordance with this additional provision.

7.2 The **Trustee** must give to the **Trustee Lessee** at least 3 months' notice of relocation ('**relocation notice**') and that notice must state:

- (a) sufficient details of the **works** to indicate a genuine proposal that:
 - (i) is to be carried out within a reasonably practicable time after relocation of the **premises**; and
 - (ii) cannot be carried out practicably without vacant possession of the **premises**;

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- (b) details of the reasonably comparable alternative premises to be made available to the **Trustee Lessee** on the **Trustee Land**; and
- (c) the day by which the **Trustee Lessee** must cease to use the **premises** and remove its property from the **premises**.

7.3 By giving the relocation notice the **Trustee** is taken to have offered to the **Trustee Lessee** a new Trustee Lease of the alternative premises on the same terms and conditions as this **Trustee Lease** except that the term of the new Trustee Lease is to be for the remainder of the term of this **Trustee Lease**.

7.4 If a **relocation notice** is given to the **Trustee Lessee**, the **Trustee Lessee** may terminate this **Trustee Lease** within one (1) month after the **relocation notice** is received by giving written notice of termination to the **Trustee**, in which case this **Trustee Lease** is terminated three (3) months after the **relocation notice** was given unless the **parties** agree that it is to terminate at some other time, and that date is the '**relocation termination date**' for the purposes of this additional provision.

7.5 If the **Trustee Lessee** does not give a notice of termination as referred to in additional provision [7.4] the **Trustee Lessee** is taken to have accepted the offer of a new Trustee Lease as referred to in additional provision [7.3] unless the **parties** have agreed to a Trustee Lease on some other terms.

7.6 Where the **Trustee** has given a valid **relocation notice** and the **Trustee Lessee** has not terminated this **Trustee Lease** under additional provision [7.4], this **Trustee Lease** terminates on the date of relocation specified in the **relocation notice** and that date is the '**relocation termination date**' for the purposes of this additional provision.

7.7 The **Trustee Lessee** must:

- (a) cease using the **premises**;
- (b) remove its property from the **premises**; and
- (c) otherwise comply with its obligations under clause 37 of this **Trustee Lease** relating to vacating the **premises**,

on or before the **relocation termination date**.

7.8 Where the **Trustee Lessee** accepts or is deemed to accept the offer of a Trustee Lease referred to in additional provision [7.3] the **Trustee Lessee** must execute (and ensure any **guarantor** executes) the new Trustee Lease within 14 days of the **Trustee** submitting the new Trustee Lease to the **Trustee Lessee**.

7.9 The **Trustee Lessee** is entitled to payment by the **Trustee** of the **Trustee Lessee's** reasonable costs of the relocation, being the costs of:

- (a) dismantling and reinstalling any fixtures and fittings; and
- (b) modifying or replacing any fixtures and fittings to the standard existing immediately before the relocation; and
- (c) the **Trustee Lessee's** legal costs.

7.10 Subject to special condition 7.9, the **Trustee** is not liable for any costs, loss or damage (including economic loss) suffered by the **Trustee Lessee** in relation to a relocation under this additional provision.

7.11 This additional provision applies without prejudice to the rights of either **party** in respect of any prior breach.

7.12 Noting in this additional provision limits the obligations of the parties under the **prescribed terms** in respect of the use or development of the **premises**.

8. BANK GUARANTEE

8.1 This additional provision applies if **item 8** nominates a **bank guarantee amount**.

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8.2 The **Trustee Lessee** must:

- (a) on or before executing this **Trustee Lease** arrange for the issue of an unconditional Australian bank guarantee in favour of the **Trustee**, on terms and issued by a bank acceptable to the **Trustee**, for the amount stated in **item 8** ('**bank guarantee**') to secure performance by the **Trustee Lessee** of its obligations under this **Trustee Lease**;
- (b) ensure that the **bank guarantee** is kept current and enforceable and that it has no expiry date; and
- (c) if the **Trustee** is paid an amount under the **bank guarantee** following a demand provide the **Trustee** with a replacement or additional **bank guarantee** for the amount paid out.

8.3 If the **Trustee Lessee** does not comply with any of its obligations under this **Trustee Lease** the **Trustee** may call on the **bank guarantee** to the extent of the **Trustee Lessee's** default.

8.4 The **Trustee** must return the **bank guarantee** to the **Trustee Lessee** within one (1) month after the later of the following:

- (a) if there is a dispute between the **Trustee** and **Trustee Lessee** pertaining to this **Trustee Lease** when this **Trustee Lease** ends - the date when that dispute is resolved or determined; or
- (b) otherwise - when all the **Trustee Lessee's** obligations under this **Trustee Lease** have been fulfilled.

8.5 If the **Trustee** sells or transfers the **premises**, it may:

- (a) assign the **bank guarantee** to the transferee; or
- (b) require the **Trustee Lessee** to provide a replacement **bank guarantee** in favour of the transferee.

8.6 If the **Trustee Lessee** does not comply with a request to provide a replacement **bank guarantee** within 14 days, the **Trustee** may present the **bank guarantee** and deliver the proceeds to the transferee to hold as a security deposit until the **Trustee Lessee** provides a **bank guarantee** to the transferee and on doing so, the **Trustee** will be discharged from any legal responsibility to the **Trustee Lessee** or any other person in relation to the **bank guarantee**.

9. SECURITY BOND

9.1 This additional provision applies if **item 9** nominates a **security bond amount**.

9.2 The **Trustee Lessee** must on or before executing this **Trustee Lease** pay a security bond to the **Trustee** for the amount stated in **item 9** ('**security bond**') to be held by the **Trustee** as security for the performance of the **Trustee Lessee's** obligations under this **Trustee Lease**.

9.3 The **security bond** will, at the **Trustee** discretion, be held by the **Trustee** or in the **Trustee** solicitor's or managing agent's trust account.

9.4 The **Trustee Lessee**:

- (a) charges of **security bond** in favour of the **Trustee** for the term of this **Trustee Lease** with the performance by the **Trustee Lessee** of all its obligations under this **Trustee Lease**;
- (b) authorises the **Trustee** to make withdrawals from the **security bond**; and
- (c) must sign any documents that the **Trustee** requires to enable the **Trustee** to be paid any part of the **security bond**.

9.5 The **Trustee** may apply the **security bond** towards the payment of any money payable by the **Trustee Lessee** to the **Trustee** under this **Trustee Lease**.

9.6 If the **Trustee** applies the **security bond** under additional provision 9.5, the **Trustee Lessee** must within 14 days of being so requested pay any deficiency so that the **security bond** is reinstated to its full amount.

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- 9.7 The application of the **security bond** by the **Trustee** does not prejudice the **Trustee's** other rights under this **Trustee Lease** or by law. The **Trustee's** failure to apply the **security bond** does not constitute a waiver.
- 9.8 The **Trustee** is not legally responsible for any bank fees or charges GST or other tax on any interest bearing account in which the **security bond** is deposited. Any bank fees or charges GST or other taxes will be deducted from the **security bond**. If requested by the **Trustee**, the **Trustee Lessee** will provide its tax file number for disclosure to the relevant bank. Nothing in this additional provision obliges the **Trustee** to invest the **security bond** in an interest bearing account.
- 9.9 The **Trustee** must pay the balance of the **security bond** to the **Trustee Lessee** (including any interest) within one (1) month after the later of the following:
- (a) if there is a dispute between the **Trustee** and **Trustee Lessee** pertaining to this **Trustee Lease** when this **Trustee Lease** ends - the date when that dispute is resolved or determined; or
 - (b) otherwise - when all the **Trustee Lessee's** obligations under this **Trustee Lease** have been fulfilled.
- 9.10 If the **Trustee** sells or transfers the **premises**, it may pay the **security bond** or assign its interest in it to the transferee and on doing so, the **Trustee** will be discharged from any legal responsibility to the **Trustee Lessee** or any other person in relation to the **security bond**.

10. **GUARANTEE AND INDEMNITY**

- 10.1 This additional provision applies if **item 10** nominates a **guarantor**.
- 10.2 In consideration of the **Trustee** at the request of the **guarantor** entering into this **Trustee Lease** with the **Trustee Lessee**, the **guarantor** covenants and agrees with the **Trustee** that:
- (a) it will be legally responsible jointly and separately with the **Trustee Lessee** for the due performance by the **Trustee Lessee** of all the obligations terms and conditions of this **Trustee Lease** on the part of the **Trustee Lessee** to be performed;
 - (b) the **guarantor** indemnifies the **Trustee** against all losses damages costs and expenses which the **Trustee** may incur from any breach or non-observance of this **Trustee Lease** by the **Trustee Lessee**;
 - (c) the legal responsibility of the **guarantor** is not affected by:
 - (i) the **Trustee** exercising any rights under this **Trustee Lease**;
 - (ii) the **Trustee** terminating this **Trustee Lease**;
 - (iii) the **Trustee Lessee** that is a corporation or incorporated association being wound up or dissolved; .
 - (iv) the **Trustee Lessee** who is a natural person being declared bankrupt;
 - (v) a transfer of the **Trustee Lessee's** interest in this **Trustee Lease**;
 - (vi) a variation of this **Trustee Lease**;
 - (vii) any failure by the **Trustee** to exercise its rights or any delay in doing so;
 - (d) the **guarantor** is treated as a primary debtor and contractor together and separately with the **Trustee Lessee**;
 - (e) this guarantee and indemnity does not depend upon the enforceability of the obligations and agreements of any other person and remains binding even if another person does not sign this **Trustee Lease** or this guarantee and indemnity;
 - (f) if the **Trustee Lessee** enters into liquidation (or being a natural person enters into bankruptcy) and the liquidator or trustee in bankruptcy disclaims this **Trustee Lease** the **guarantor** must accept from the

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Trustee a Trustee Lease of the **premises** for a period equal to the remaining unexpired period of this **Trustee Lease**, the new Trustee Lease to contain the same conditions as are in this **Trustee Lease**;

- (g) if the **Trustee Lessee** or its successors or assigns exercises an option to renew this **Trustee Lease** this guarantee and indemnity will be treated as extending to the further Trustee Lease and will be read and understood as if the further Trustee Lease were this **Trustee Lease** and the Trustee Lessee holding under it were the **Trustee Lessee** referred to in this **Trustee Lease**;
- (h) notices to be given to the **guarantor** may be signed by the solicitors for the **Trustee** or any officer of the **Trustee** and may be given by post at the **guarantor's** last known address;
- (i) if any part of this guarantee and indemnity is unenforceable that will not affect the enforceability of any other part of this guarantee and indemnity;
- (j) if the **guarantor** is more than one person the liabilities of each of those persons are joint and separate;
- (k) this guarantee and indemnity takes effect immediately upon its signing and continues to be of full effect.

10.3 References to this **Trustee Lease** include any agreement for Trustee Lease or periodic Trustee Lease arising upon signing or acceptance by the **Trustee Lessee** of the document to which this guarantee and indemnity is attached or forms part.

10.4 If the **Trustee** transfers the **premises** or otherwise transfers the **Trustee's** rights under this **Trustee Lease** the **Trustee's** rights under this guarantee and indemnity will be treated as transferred to any future owner of the **premises** or other transferee.

Executed by the **guarantor** as a deed.

SIGNED SEALED AND DELIVERED by
«Guarantor», in the presence of:

Signature of witness

Name of witness (BLOCK LETTERS)

Signature of party

Date signed