

Duty Imprint

708579898

the authority of the Land  
Title Act 2000 and is used for the  
registers in the land registry

Queensland Duty Paid \$...342.65...  
on Original Instrument  
Lodgement No. 012 585 186-9  
Signed: ..... 07/12/04

1. Lessor	Lodger (Name, address & phone number)			Lodger Code
IPSWICH CITY COUNCIL formerly COUNCIL OF THE CITY OF IPSWICH	Ipswich City Council 50 South Street Ipswich Qld 4305 Tel: (07) 3810 6666			117
2. Lot on Plan Description	County	Parish	Title Reference	
Lot 169 on RP 24111	Stanley	Ipswich	11285053	
3. Lessee Given names	Surname/Company name and number		(include tenancy if more than one)	
	Swifts Leagues Club Ltd ACN 010 165 045			
4. Interest being leased	Fee simple			
5. Description of premises being leased	Lease A in Lot 169 on RP 24111 on SP 147837			
6. Term of lease	7. Rental/Consideration			
Commencement date: 06/09/2001	See attached schedule			
*Expiry date: 05/09/2021				
**Options on page 7				
*not required for leases in a retirement village **insert nil if no option				

8. Grant/Execution

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

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

Witnessing Officer

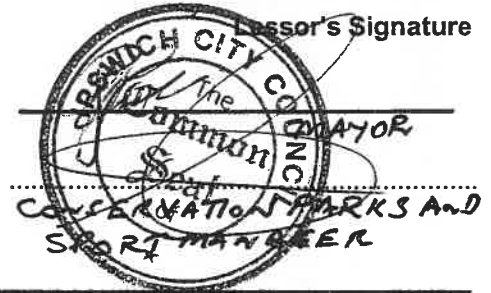
Execution Date

Lessor's Signature

Lynette Therese O'Leary signature  
LYNETTE THERESE O'LEARY full name  
Justice of the Peace (Qualified) qualification  
Registration No. 22634

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

23 / 11 / 04.



9. Acceptance

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

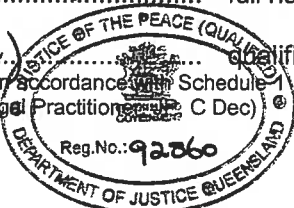
Witnessing Officer

Execution Date

Lessee's Signature

Therese Marie Young signature  
THERESE MARIE YOUNG full name  
JP (QUAL) qualification

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



15 / 10 / 04

Chairman of Directors  
CHAIRMAN OF DIRECTORS  
Secretary  
SECRETARY  
SWIFTS LEAGUES CLUB LTD  
A.C.N. 010 165 045

**Title Reference      11285053**

**ITEMS SCHEDULE**

<b>Item 1</b>	Lessor:	Ipswich City Council
	Address for service:	50 South Street Ipswich Qld 4305
	Trust Deed:	Not Applicable
<b>Item 2</b>	Lessee:	Swifts Leagues Club Ltd
	Address for service:	95 Brisbane Road Booval Qld 4304
<b>Item 3</b>	First year's Rent:	\$4,450.00
<b>Item 4</b>	Period of Option:	10 years
<b>Item 5</b>	Rent Increase:	As provided in clause 3.2
<b>Item 6</b>	Review Date:	Each anniversary of the Commencement Date
<b>Item 7</b>	Amount of Bank Guarantee:	Not applicable
<b>Item 8</b>	Permitted Use:	Sports and Recreation Club
<b>Item 9</b>	Times of Use of Premises:	8:00am - 2:00 am
<b>Item 10</b>	Amount of Public Liability Insurance:	\$10 000 000.00

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The following are provisions which are capable of being covenants and conditions in the Lease

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## **1. DEFINITIONS**

In this **Lease**:

### **1.1 Items**

Are the items in the Items Schedule.

### **1.2 Building**

Means the improvements contained in the premises.

### **1.3 Council**

Means the Ipswich City Council, its successors and assigns and any Officer of the Ipswich City Council authorised to administer the relevant provisions of the **Lease**.

### **1.4 Council 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 Council.

### **1.5 CPI**

Means the Consumer Price Index for Brisbane (All Groups) published by the Australian Bureau of Statistics. If the CPI no longer exists it means an index that the President of the Law Society of Queensland decides reflects changes in the cost of living in South East Queensland.

### **1.6 GST**

Means any goods and services or similar tax imposed at the point of sale or time of supply on the supply of goods, services or other things in Australia.

### **1.7 Input Tax Credit**

Means any GST paid on the supply of goods, services or other things for which the recipient of the supply is entitled to a refund or a credit against other GST otherwise payable by the person.

### **1.8 Insolvent**

Means:

- (a) for a natural person
  - (i) the committing of an act of bankruptcy;
  - (ii) being made bankrupt; or
  - (iii) being subject to an arrangement under Part IV of the Bankruptcy Act 1966; and
- (b) for a corporation:
  - (i) being wound up;
  - (ii) having an official manager appointed;
  - (iii) being subject to an order for winding up or reconstruction; or

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- (iv) having a receiver a receiver and manager an agent in possession a trustee or guardian appointed to the property of the corporation.
- (c) for an incorporated association:
  - (i) being wound up pursuant to section 89 of the Associations Incorporation Act 1981;
  - (ii) being wound up pursuant to section 90 of the Associations Incorporation Act 1981;
  - (iii) incorporation being cancelled pursuant to section 93 of the Associations Incorporation Act 1981.

**1.9 Insured Risks**

Means those disabling causes against which the Lessor insures

**1.10 Land**

Means the land in Item 2 of the Form 7

**1.11 Lease**

Includes a tenancy arising:

- in contract, by operation of law, in equity or by other means;
  - from the Lessee entering into occupation of the **Premises**;
  - from the Lessee paying the whole or part of the rent; or
- from the execution of the Form 7.

**1.12 Lessee'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 not Council's Property.

**1.13 Manager**

Means the Manager of the Conservation, Parks and Sport Department of Council.

**1.14 Premises**

- the land in Item 5 of the Form 7;
- all improvements on that land; and

The Council's property installed in or on the land or improvements

**1.15 Services**

Means the services provided by Council or other authorities to the Land, including but not limited to, electricity, gas, water, sewerage, air conditioning, fire control and communications together with all plant and equipment relating to those services.

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## 2. DURATION OF LEASE

### 2.1 Duration

The **Lease** commences on the Commencement Date in Item 6 of the Form 7 and expires at midnight on the Expiry Date in Item 6 of Form 7.

### 2.2 Option for Further Lease

If a further period is stated in **Item 4** and the Lessee:

- (a) gives the Council not more than six months but not less than three months notice before the Expiry Date;
- (b) is not in breach of the Lease in respect of which the Council has given to the Lessee notice at the time:
  - (i) when the Lessee gives notice; or
  - (ii) on the Expiry Date;

the Council must grant the Lessee a **Lease** for the period in **Item 4** on the terms of this **Lease**,  
**But:**

- the rent for the first year of the new **Lease** must be 10% of the unimproved value of the Land as at 6/9/2021, or the rent for the last year of this **Lease**, whichever is the greater.
- the Council may make other amendments which it reasonably considers necessary to reflect any changes in the Premises or the management of the Building; and
- the new Lease will not contain this option.
- on each review date the rent increases to 10% of the unimproved value of the Land as at the review date or the rent of the previous lease year, whichever is the greater.

For the purposes of this clause, the "unimproved value of the Land" has the same meaning as in the Valuation of Land Act 1944 and, if the amount of the unimproved value of the Land has been determined under that Act under a valuation current as at 6/9/2021, will as at that date be that amount.

### 2.3 Monthly Tenancy when Lease Expires

If the Lessee occupies the **Premises** after the Expiry Date or earlier termination of the **Lease** with the consent of the Council, it does so as a monthly tenant on the following terms:

- (a) Term

The conditions of the tenancy are the conditions in the **Lease** which apply on the Expiry Date save and except the Lessee must pay on twelfth of the rent in **Item 3** per month without demand.

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(b) Termination

The Council or the Lessee may terminate the monthly tenancy on any day by giving one month written notice to the other.

### 3. LESSEE'S PAYMENTS

#### 3.1 Rent

Each lease year, the Lessee must pay the rent in **Item 3** annually in advance on the Review Dates without demand.

#### 3.2 Increase in Rent

On each of the first five review dates the rent increases to 5% of the unimproved value of the Land as at the review date or the rent for the previous lease year, whichever is the greater, and on each other review date the rent increases to 10% of the unimproved value of the Land as at the review date or the rent for the previous lease year, whichever is the greater.

For the purposes of this clause, the "unimproved value of the Land" has the same meaning as in the Valuation of Land Act 1944 and, if the amount of the unimproved value of the Land has been determined under that Act under a valuation current at a particular review date, will as at that review date be that amount.

#### 3.3 Specific Tenancy Charges

The Lessee must

- (a) pay the Council within 30 days of receipt of invoice:
  - (i) all local authority rates and charges for the **Premises**; and
  - (ii) all premiums for the insurances which the Council has in respect of the **Premises**;
- (b) Pay on time all assessments it receives for services supplied to the **Premises**, including water, electricity, gas and telephone.

#### 3.4 Stamp Duties and Costs

The Lessee must pay:

(a) Stamp Duties

stamp duties, which include duties payable on:

- the **Lease**;
- an assignment of **Lease** (including a deed of consent);
- a subletting (including a deed of consent);
- a licence (including a deed of consent); and
- the surrender or termination of the **Lease** other than at the Expiry Date;



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**(b)    Costs**

costs, which include the Council's reasonable legal and other costs, charges and expenses incidental to:

- preparing negotiating, stamping and registering the **Lease**;
- preparing a plan to include in the **Lease**;
- an application for consent even if consent is not given;
- an assignment subletting or dealing with the **Lease** even if the dealing does not proceed;
- a surrender, termination or attempted termination of the **Lease**;
- any lawful notice given to the Lessee pursuant to the **Lease**;
- the Council re-entering or attempting to re-enter the **Premises**;
- any proceedings which the Council brings to enforce the Lessee's performance of the **Lease**; and
- any other costs which the Council incurs because the Lessee breaches the **Lease**; and

**(c)    Registration Fees**

- registration fees, including those payable on:
- the **Lease**;
- any plan necessary for its registration;
- any amendment or variation;
- any assignment or transfer;

a surrender.

**3.5    GST**

**(a)    Payments exclusive of GST**

All amounts which the Lessee is required to pay to the Council under this **Lease** (including but not limited to rent) are exclusive of GST.

**(b)    Gross up for GST**

If the Council is required to pay GST for a supply by the Council under this Lease, the Lessee must pay an additional amount to the Council equal to the GST payable. Any such additional amount must be paid by the Lessee to the Council on the due date for payment of the supply on which the GST is payable.

**(c)    Tax Invoice**

The Council must not later than seven days before the date the Lessee is required to pay to Council the increased amount for GST (or such other period as may be prescribed by law) provide to the Lessee a tax invoice.

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(d)      **Recovery of Outgoings**

If a payment to a party under this Lease is a reimbursement or indemnification calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any Input Tax Credit to which that party is entitled for that loss, cost or expense.

**3.6      Bank Guarantee**

(a)      **Giving a Bank Guarantee**

Before the **Lease** starts, the Lessee must give to the Council a bank guarantee.

(b)      **Form**

The bank guarantee must:

- (i)      be given by a bank and be in a form, approved by the Council;
- (ii)     not have an expiry date;
- (iii)    undertake to pay unconditionally to Council and without notice to the Lessee;  
          and
- (iv)    be for an amount not less than the sum specified in Item 7.

(c)      **Demanding Payment**

If the Lessee does not comply with any of its obligations under this Lease, the Council may demand payment under the bank guarantee without notice to the Lessee. The Council must put any sum paid to it under the bank guarantee towards complying with those obligations.

(d)      **Additions or Replacements**

If the Council receives payment under the bank guarantee under this clause 3.6, the Lessee must give the Council an additional or replacement bank guarantee on demand so that the amount of the bank guarantee is always the amount in Item 7.

(e)      **Assignment**

The Council may assign the bank guarantee to any person to whom it assigns its interest in this Lease. If the bank guarantee is not assignable, or if the Council otherwise reasonably requires a replacement bank guarantee for the benefit of that person, the Lessee must promptly give a replacement guarantee to that person when asked by the Council.

(f)      **Lessee's Actions**

The Lessee must not do anything that could delay or prevent the Council from demanding payment under the bank guarantee.

(g)      **Returning bank guarantee**

After this **Lease** expires or is terminated and all of the Lessee's obligations under this

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Lease have been complied with, the Council must return to the Lessee the Bank Guarantee (or the part of the Bank Guarantee not drawn down).

## 4. USE OF PREMISES

### 4.1 Permitted Use

- (a) The Lessee must use the premises only for the purposes in **Item 8** and associated storage;
- (b) The Lessee represents and warrants that it has relied exclusively on its own enquiries in connection with this Lease and not on any representation or warranty made by the Council or on the Council's behalf except as set out in the **Lease** and that the Council has not represented and warranted that the **Premises** are suitable or may be used for the use in **Item 8**.

### 4.2 Uses with Written Consent

The Lessee must not, without the prior written consent of Council:

- use the Premises at any times other than those specified in **Item 9**;
- 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**;
- interfere with any services to the **Premises**.

If the Lessee wishes to seek the **Council's** consent under this clause, the Lessee must apply to the **Council** for the consent at least 3 months prior to the date on which the Lessee wants the consent to be given.

### 4.3 Alcohol and/or Gambling

- (a) If the Lessee wishes to sell liquor and/or allow the conduct of gaming on the **Premises**, the Lessee must first apply in writing to the **Council** for the **Council's** consent and must not do so unless and until the Lessee has the **Council's** consent.
- (b) In the event that the **Council** consents to the sale of liquor on the **Premises**, the Lessee will only allow the sale of liquor on the **Premises**:
  - during the permitted hours of use of the **Premises** in **Item 6**; and
  - in accordance with a licence or permit issued under the Licensing Laws.
- (c) In the event that the **Council** consents to allow the conduct of gaming on the **Premises** (including but limited to the installation and operation of gaming machines), the Lessee will only allow gambling on the **Premises**:
  - during permitted hours of use of the **Premises** in **Item 6**; and
  - if authorised by law and in accordance with any licence or permit required under the Licensing Laws.
- (d) The Lessee will pay all fees associated with liquor and/or the conduct of gaming on the **Premises** including any fees payable by the **Council**.

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- (e) If required by the **Council** and to the extent permitted by the Licensing Laws, the Lessee must on the Expiry Date (or the earlier termination of the **Lease**) or any later date required by the **Council**:
- (i) appoint the **Council** (or a person nominated by the **Council**) to be the Lessee's agent to manage, superintend and conduct the business at the **Premises** under any licence or permit under the Licensing Laws relating to the **Premises** until the earliest of:
- the date on which any such licence or permit is transferred from the Lessee to the **Council** or any other person;
  - the date on which the **Council** or any other person obtains an equivalent licence or permit relating to the **Premises**; and
  - the date specified by the **Council**; and
- (ii) must apply for permission under the Licensing Laws covering the absence of the Lessee or its nominee from the **Premises** during the period to which paragraph (i) applies.
- (f) If required by the **Council** and to the extent permitted by the Licensing Laws, the Lessee must on the Expiry Date (or earlier termination of the **Lease**) or at any subsequent time immediately do everything required by the **Council** in order to enable or apply for the transfer of any licence or permit under the Licensing Laws relating to the **Premises** from the Lessee to the **Council** or any other person nominated by the **Council**.
- (g) Unless the Lessee has the **Council's** prior consent, the Lessee must not seek or allow, and must do everything within its power to prevent:
- the lapsing, surrender or termination;
  - the extension or application to any other premises;
  - the endorsement of any condition; or
  - any transfer, removal or variation,
- of any licence or permit under the Licensing Laws relating to the **Premises**.
- (h) If the **Council** asks, the Lessee must within 7 days:
- give to the **Council** copies of any returns or declarations relating to any licence or permit under the Licensing Laws relating to the **Premises** and that the Lessee is required to lodge, give or make; and
  - give to the **Council** any other documents, and do any other things, required by the **Council** to allow or assist the **Council** in complying with its obligations under the Licensing Laws in relation to the **Premises**.
- 4.4 In this clause 4.3, a reference to the "Licensing Laws" is to any law relating to the sale of liquor and/or the conduct of gaming, including the Liquor Act 1992 and the Gaming Machine Act 1991. **Compliance**

The Lessee must comply with all laws and local government requirements which relate to:

- The **Premises**;
- The **Council's Property**; and

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The Lessee's use and occupation of the **Premises**.

#### 4.5 Management

The Lessee must comply with the reasonable requirements of the Council or the **Manager** in relation to the proper management of the **Premises**, for example cleanliness, control of vermin, emergency drills and procedures, and installation, operation and maintenance of equipment.

#### 4.6 Proper Use of Facilities

- (a) The Lessee must 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) The Lessee must promptly make good any damage it causes or caused by the Lessee's employees, members, guests or invitees to the reasonable satisfaction of the Council.
- (c) The Lessee must only prepare or cook food in an area installed for those purposes.
- (d) The Lessee must comply with all current state and federal government legislation and requirements.

#### 4.7 Prohibitions

The Lessee must not:

- (a) obstruct access to, overload or otherwise interfere with or damage Services;
- (b) damage or destroy anything on the Land;
- (c) do anything dangerous, noxious, annoying, offensive, immoral or illegal on the Land;
- (d) do anything to pollute the Land or its environment;
- (e) without the Council's approval, keep or use inflammable explosive or volatile materials on the **Premises**; or
- (f) lodge a caveat against the title to the Land unless this Lease must be registered to protect the Lessee's interests under it and the caveat protects those interests until registration.

#### 4.8 Signs and Installations

- (a) Display

The Lessee must not display any signs or place any installations on the exterior of the **Premises** without the prior written consent of the Council.

- (b) Consent

The Council will consent to signs and installations which are of a standard and quality in keeping with the **Premises**.

#### 4.9 Cleaning

The Lessee must:

- (a) keep the **Premises** thoroughly clean;

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- (b) keep the **Premises** free from weeds and pests;
- (c) remove any useless property from the **Premises**;
- (d) remove all wet refuse daily and all other refuse periodically from the **Premises**; and
- (e) store all refuse in proper receptacles in the **Premises**.

## 5. REPAIRS AND ALTERATIONS

### 5.1 Structural Work

The Lessee is not obliged to do structural work unless that work is needed because of:

- (a) the Lessee's act, neglect or fault;
- (b) the Lessee's particular use of the **Premises**;
- (c) the number and sex of the Lessee's employees or members;
- (d) damage caused by vandalism, wilful destruction, wilful damage or graffiti (regardless of who does it) or by a risk for which the Lessee is required to hold insurance under the **Lease** (regardless of whether the Lessee actually holds insurance against the risk or can recover on any insurance and regardless of whether the risk also happens to be an **Insured Risk**);
- (e) an express requirement in this **Lease** to do structural work; or
- (f) risk management issues.

### 5.2 Specific Repairs and Maintenance

The Lessee must promptly and at its expense;

- (a) Paint and Internal Finishes

restore the finishes of the interior of the **Premises** to their original condition in a proper and workmanlike manner to the satisfaction of the Council as often as the Council reasonably requires; and

- (b) Replace Breakages

Repair and replace all:

- (i) broken glass (irrespective of the cause) with glass of the same or substantially similar quality
- (ii) damaged or broken heating, lighting and electrical equipment (including light globes, fluorescent tubes and field lighting); and
- (iii) damaged, broken or blocked plumbing on the **Premises**;

- (c) Landscape

- (i) properly maintain the grounds which comprise part of the Premises, and keep them tidy;

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- (ii) not without written consent of Council destroy, damage or remove any tree or shrub on the Premises.

### 5.3 Alterations Equipment and Partitions

The Lessee must not:

- (a) make any structural alteration or addition to the **Premises**;
- (b) install any electrical wiring, equipment or appliance to provide water, gas, lighting, air-conditioning, heating, cooling or ventilating to the **Premises**;
- (c) install any partitions; or
- (d) carry out any other works to the **Premises** (other than minor repairs or maintenance) without the Council's approval.

### 5.4 Carrying out of Works

The Lessee must ensure that the work it does is done:

- (a) in a proper and workmanlike manner;
- (b) by contractors approved by the Council (which must not unreasonably withhold its approval);
- (c) without causing unreasonable disturbance to neighbouring property owners; and
- (d) in accordance with:
  - (i) any conditions imposed by the Council (including about what parts of the works are to remain or be removed and what is to be reinstated and to what condition when the Lessee vacates the **Premises**);
  - (ii) any plans, specifications or schedule of finishes approved by the Council (which must not unreasonably withhold its approval);
  - (iii) all laws and the requirements of all authorities; and
  - (iv) the Council's other reasonable requirements and directions.

### 5.5 Council's Inspection

The Council may enter the **Premises**:

- (a) at reasonable times after giving the Lessee reasonable notice; or
- (b) if there is an emergency, without notice;

and view their state of repair.

### 5.6 Notice of Repair

- (a) The Council may serve the Lessee with a written notice requiring the Lessee to repair, within a reasonable time, a defect which is the Lessee's responsibility.

If the Lessee does not carry out those repairs within a reasonable time, the Council may enter the **Premises** at reasonable times and carry out those repairs, at the Lessee's expense, after giving the Lessee reasonable notice.

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## 5.7 Council's Repair

- (a) The Council may enter the **Premises** to carry out repairs, renovations, maintenance or alterations to the **Premises** which are the Council's responsibility and which are reasonably necessary:
- At reasonable times after giving the Lessee reasonable notice; or
  - If there is an emergency, without notice.
- (b) The Council must cause as little inconvenience to the Lessee as is practicable in the circumstances.

## 5.8 Repair at the End of the Lease

The Lessee must, at the end of **Lease**:

- (a) give the **Premises** back to the Council in good repair and working order, except for reasonable wear and tear and having regard to their condition at the commencement of this **Lease**, and clean and free from rubbish;
- (b) carry out any necessary repairs to the reasonable satisfaction of the Council;
- (c) remove any signs which are outside or inside the **Premises** and repair any damage caused by their installation or removal to the reasonable satisfaction of the Council.

## 5.9 Lessee's Property at the End of the Lease

### (a) Removal of Equipment

The Lessee must on or immediately before the expiration date or if the **Lease** is terminated earlier than the expiration date, within 48 hours of such earlier termination of the **Lease**;

- Remove all third party equipment
- Remove all of the Lessee's Property which have not in any way been affixed to the **Premises**
- Remove all signs
- Remove all those items of the Lessee's Property affixed to the **Premises** which the Council has notified to the Lessee that it requires to be removed from the **Premises** (referred to as 'removable fixtures').

### (b) Removable Fixtures

The Lessee shall not be required to remove the removable fixtures at the expiry date of the term where:

- the term is extended for a further lease granted to the Lessee in which case removal of the removable fixtures is postponed to the last day of the further lease; or
- the Lessee occupies the **Premises** after the expiration date with the consent of the Council, in which case the removal of the removable fixtures is postponed to the last day of occupation by the Lessee.



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**(c)     Make Good**

The Lessee must repair, at the Lessee's cost, any damage caused to the **Premises** by that removal to the reasonable satisfaction of the Council.

**(d)     Property of Council**

Any of the Lessee's Property which is affixed to the **Premises** becomes the property of the Council when such property is affixed to the **Premises**. The Lessee may not remove such property unless the Council gives the Lessee a notice to remove it.

**(e)     Removal by Council**

If the Lessee does not remove any of the Lessee's Property in accordance with this clause 5, then the Council may treat it as abandoned and the Council may, at the Lessee's expense, remove, store and dispose of it as the Council sees fit.

**6.     LESSEE'S MAINTENANCE AND DEVELOPMENT OBLIGATIONS**

**6.1     Fencing**

The Lessee must not, without the prior written consent of the Council fence the **Premises**.

**6.2     Development**

The Lessee must comply with its five year development plan contained in Attachment A and any subsequent or amended development plan drawn up by the Lessee annually and approved by the Council to replace the development plan in Attachment A.

**6.3     Town Planning Applications**

The Lessee will pay all fees and costs, including Council fees, associated with any approval, including any Council approval, required for the use of the **Premises** pursuant to this **Lease**.

**6.4     Maintenance Standards**

The Lessee must repair and maintain the **Premises** according to the Maintenance Standards in Attachment B, as amended or replaced by the Council from time to time.

**6.5     Lessee's Notification of Required Maintenance**

The Lessee must advise the Council of any repair or maintenance work required on the **Premises** which is the responsibility of the Council under this **Lease** as soon as the Lessee becomes aware that the work is required.

**7.     GOOD NEIGHBOUR PROCESSES**

**7.1     Community Liaison Officer**

The Lessee will appoint a Community Liaison Officer to represent the dealings with the public and will notify the Council of the name and phone numbers of this person within seven days of signing the **Lease**. The Lessee will keep this information current.

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## 7.2 Good Neighbour Process

The Lessee agrees to observe the Good Neighbour Processes Act set out in Attachment C, as varied or replaced from time to time by the Council.

## 7.3 Minor Breaches

The Lessee acknowledges that:

- (a) any breach of the Good Neighbour Processes will be a minor breach of this **Lease**; and
- (b) three or fewer notifications under the Good Neighbour Processes within any twelve month period will be a minor breach of this **Lease**;
- (c) three or fewer resident disputes under the Good Neighbour Processes within any twelve-month period will be a minor breach of this **Lease**.

## 8. INSURANCE

### 8.1 Lessee's Insurance

The Lessee must:

- keep a public liability policy current in relation to the **Premises** for a sum not less than that stated in **Item 10** for a single claim, or for another minimum sum that the Council may reasonably require;
- insure all plate and other glass in the **Premises** against breakages;
- insure against any other risk reasonably required by the Council;
- have other insurances which are required by law;

at all time during the **Lease**.

### 8.2 Lessee's Insurance Policy

The Lessee must:

- effect each policy with an insurer of good repute and apparently sound financial backing;
- give the Council a certificate of currency issued by the insurer before the **Lease** starts, before each renewal date of the policy, and at any other time which the Council notifies to the Lessee in writing.

### 8.3 Additional Premiums

The Lessee must pay any extra premiums incurred by the Council for any extra risk caused by the use of the **Premises** by the Lessee.

### 8.4 Inflammable Substances

The Lessee must not store or use inflammable or explosive liquids or substances on the **Premises** unless they are:

- needed in the normal course of the Lessee's business; and
- stored in appropriate containers which are required by law.

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## **8.5 Fire Regulations**

As reasonably required by the Council and by law, the Lessee must:

- comply with insurance, sprinkler and fire alarm regulations;
- carry out and take part in fire drills and emergency evacuations;
- appoint fire controllers and fire wardens; and
- install and maintain First Response fire equipment in the Premises.

## **8.6 Prejudice of Insurance**

The Lessee must not do nor omit to do anything which may:

- increase the insurance premium; or
- allow the insurer to refuse a claim;

of or under any insurance policy taken out by the Council in relation to the **Premises**.

# **9. RELEASE OF INDEMNITY AND TRUSTEE LIABILITY**

## **9.1 Exemption of Council from liability**

- (a) The Lessee occupies and uses the **Premises** at its own risk (except for personal injuries to the extent that the Council, its servants or contractors causes them).
- (b) The Council is not liable to the Lessee for damage to the Lessee's Property or for loss of profits, nor matter how it is caused, including that caused by:
- any defect in the **Premises**;
  - any defect in the operation of facilities or Services to the **Premises**; and
  - water, fire or other like cause.

## **9.2 Indemnity**

- (a) The Lessee indemnifies the Council from all actions and demands which arise during or after the Lease from:
- the Lessee not complying with the obligations imposed by the **Lease**;
  - the Lessee's use of the facilities or services to the **Premises**;
  - the escape of any substance from the **Premises** through the Lessee's act or omission; or
  - the Lessee occupying and using the **Premises**.
- (b) This indemnity:
- includes penalties and legal and other costs incurred by the Council; and

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- does not apply to personal injuries to the extent that they are caused by the Council, its servants and contractors.

The Council's exemption from liability and indemnity extends to its servants and contractors.

### **9.3 Council Released**

If a person other than the Council becomes the lessor under this **Lease**, then the Council is released from all obligations under this **Lease** after the other person becomes lessor.

### **9.4 Lessee a Trustee**

If the Lessee has entered into or holds the **Lease** in the capacity of trustee of agent (any trust is referred to as the "Trust"), whether or not the Council has notice of the Trust;

(a) the Lessee:

- accepts the **Lease** both as trustee of the Trust or as agent and in its personal capacity;
- acknowledges that it is personally liable for the performance and observance of the Lessee's obligations;
- covenants with the Council that if there is any unremedied breach, the Lessee will take those steps and proceedings necessary to ensure that the assets of the Trust are made available for the purpose of rectifying that breach; and
- upon demand by the Council, must assign to the Council all rights of indemnity which the Lessee may have against the assets of the Trust; and

(b) the Lessee warrants that the Lessee has power and authority under the Trust to enter into the **Lease** and that it enters into the **Lease** in the due administration of the Trust.

## **10. ASSIGNMENT AND SUBLETTING**

### **10.1 Consent**

(a) The Lessee must not assign part of the **Lease**.

(b) The Lessee must not:

- assign the whole of the **Lease**;
- give a sub-lease licence or concession of, or share or part with possession of any part of the **Premises**;

without first obtaining the Council's consent.

### **10.2 Consent to Assignment**

The Council must consent to a dealing mentioned in paragraph (b) of the preceding clause if:

(a) the Lessee:

- gives the Council written notice of its intention detailing full particulars of the proposed assignee, sub-lessee, licensee or concessionaire and its guarantor's (if it is a private company); and

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- pays the Council's reasonable fees, whether or not the dealing proceeds;
- (b) the proposed assignee, sub-lessee, licensee or concessionaire:
  - satisfies the Council that it is a respectable and financially sound person, capable of performing the obligations of the Lessee; and
  - gives the covenants, indemnities and bank and personal guarantees that the Council reasonably requires; and
- (c) the proposed sub-lease requires the sub-lessee to always pay at least the same rent as this **Lease** requires.

### **10.3 Assignee**

The Lessee and the assignee must enter into a Deed with the Council before the assignment in the form required by the Council containing;

- a covenant that the assignee will comply with the Lessee's obligations under the **Lease**; and
- a release by the Lessee and its guarantor of any claim they may then or subsequently have against the Council.

### **10.4 Formalities**

The Lessee must ensure that (before the assignment) the assignee gives to the Council:

- the indemnities and bank and personal guarantees that the Council reasonably requires; and
- a copy of the executed and stamped Transfer of the **Lease** or Deed of Assignment of the **Lease**.

### **10.5 Fees**

The Lessee must pay to the Council a non-refundable fee to cover administrative expenses and also its reasonable costs (including solicitor and own client legal costs) and disbursements for the matters referred to in this clause 10.

### **10.6 Time for Consent**

The Council must not unreasonably delay in informing the Lessee whether or not it consents to the proposed assignment.

### **10.7 Corporation Lessee**

If the Lessee is a corporation (other than a corporation whose shares are listed on the official list of the Australian Stock Exchange Limited ACN 008 629 691) a change in the effective control of the Lessee is deemed to be an assignment of this **Lease**.

### **10.8 Mortgage of Lease**

The Lessee must not use the **Lease** or the Lessee's fixtures as security or permit any sublessee or licensee to do the same in respect of:

- any sublease or licence; or
- any interest of the sublessee in the sublease or licence or in any part of the **Premises**.

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## 11. QUIET ENJOYMENT

### 11.1 Quiet Enjoyment

The Lessee may peacefully occupy the **Premises** without interruption or disturbance from the Council or any other person lawfully claiming under it, but only if the Lessee punctually:

- pays the rent and other money payable; and
- complies with the Lessee's obligations under the **Lease**.

## 12. DEFAULT

### 12.1 Essential Terms

The obligations of the Lessee:

- to pay rent, specific tenancy charges, services, stamp duty costs and registration fees, and interest;
- to use the **Premises** only for the permitted use;
- to comply with all laws and requirements of authorities;
- to comply with the development plan in Attachment A;
- to repair and maintain the Premises according to the Maintenance Standards in Attachment B;
- not to make alterations or installations without consent;
- to maintain insurances;
- not to prejudice the Council's insurance;
- not to assign part of the **Lease**;
- not to assign or sub-let without consent; and
- not to mortgage the **Lease**;

(more specifically described in the clauses of this **Lease**) are essential terms. Other obligations under the **Lease** may also be essential terms.

### 12.2 Council's Right to Terminate

The Council may terminate the **Lease** by giving the Lessee notice or by re-entry if the Lessee:

- (a) is Insolvent;
- (b) repudiates its obligations under the **Lease**;
- (c) does not comply with an essential term of the **Lease**; or
- (d) does not comply with an obligation under the **Lease** (which is not an essential term) and (in the Council's reasonable opinion);

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- (h) the non-compliance can be remedied but the Lessee does not remedy it within a reasonable time after the Council gives the Lessee notice to do so;
- (i) the non-compliance cannot be remedied or compensated for; or
- (j) the non-compliance cannot be remedied, but the Council can be compensated and the Lessee does not pay compensation to the Council within a reasonable time after the Council gives the Lessee notice to do so.

### 12.3 Amount recoverable by Council

#### (a) Indemnity

If the Council terminates the **Lease**, the Lessee indemnifies the Council against any liability or loss arising and any costs (including reasonable solicitor and own client legal costs) incurred (whether before or after termination) in connection with:

- (i) the Lessee's breach of the **Lease**; or
- (ii) the termination of the **Lease**;

including the Council's loss of the benefit of the Lessee performing its obligations under the **Lease** from the date of termination until the Expiry Date.

The Council must take reasonable steps to mitigate its loss if the **Lease** is terminated.

#### (b) Liquidated Damages

In addition to its other rights and remedies, if the Council re-enters the **Premises** because the Lessee breaches a fundamental or essential condition (whether or not specified as such) the Lessee must pay to the Council, as liquidated damages for loss of tenancy, the difference between:

- (i) the money which the Lessee should have paid under the **Lease** until the Expiry Date; and
- (ii) the money which the Council receives, or reasonably anticipates that it will receive, from other lessees or occupiers of the **Premises** during that period,

rebated, to the extent that the sum represents an acceleration of payments, at 3 % less than the Contract Rate fixed from time to time by the Queensland Law Society Incorporated for the Standard Residential and Commercial Contracts. If the fixing of that interest rate is discontinued, the interest rate is 3 % less than the last Contract Rate fixed by the Queensland Law Society Incorporated.

That rebate must be calculated from the day after the Council receives full payment of the rebated liquidated damages.

### 12.4 Carry out Lessee's obligation

If the Lessee does not do something that it is obliged to do under the **Lease**, or, in the Council's reasonable opinion, the Lessee does not do it properly, the Council may do that thing at the Lessee's expense after giving reasonable notice to the Lessee.

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### 13. RESUMPTION DESTRUCTION OR DAMAGE TO THE PREMISES

#### 13.1 Resumption

The Council or the Lessee may terminate the **Lease** by giving a written notice to the other if a substantial part of the **Premises** or any part of it is taken for public purposes by a competent authority.

#### 13.2 Destruction or Damage

If the whole or any part of the building on the **Premises** is destroyed or damaged causing the **Premises** to be unusable or inaccessible, then the Lessee may give a notice to the Council requesting that it rebuild it.

#### 13.3 No obligation to Rebuild

The Council does not have an obligation to rebuild or to make the building fit for occupation.

#### 13.4 No Rebuilding

If the Council decides that it is impractical or undesirable to rebuild, it must notify the Lessee of that decision within seven days of making it. The Council or the Lessee may terminate the **Lease** by seven days' notice to the other if the Council:

- does not start rebuilding within a reasonable time after receiving the Lessee's request; or
- notifies the Lessee of its decision not to rebuild.

#### 13.5 Lessee's Damage

The Lessee cannot terminate the **Lease** under this Part and must pay rent and other money under the **Lease** if:

- the Lessee caused or contributed to (other than in a nominal way) the destruction or damage; or
- the Council's insurer refuses to indemnify the Council for the destruction or damage because of the actions or default of the Lessee.

#### 13.6 Continuing liability of Lessee

- (a) This termination does not affect either party's rights arising from any previous breach or matter.
- (b) The Lessee remains liable for rent and other money under the **Lease** up to the date of destruction or damage.

#### 13.7 Adjustment for Unusable Premises

When the **Premises** is destroyed or damaged and becomes unusable or inaccessible, all rent and other money payable under the **Lease**, or a part of the rent and money proportional to the nature and extent of the damage, abates. The abatement ceased when:

- the building is rebuilt; and
- the **Premises** are made accessible and fit for occupation;

or when the **Lease** is terminated under this Part.



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## 14. COUNCIL'S RIGHTS

### 14.1 Reservations to Council

The Council reserves the right to:

- install, maintain, use and replace any pipes, ducts, conduits and wires passing through the **Premises**;
- run water, air, electricity, sewerage and any other services through those pipes, ducts, conduits or wires; and
- grant easements or other rights over the **Premises**.

### 14.2 Availability to Other Organisations

- (a) The Council reserves the right to direct the Lessee by at least thirty days written notice to:
- (i) enter into a sub-lease of the **Premises** or part of the **Premises**; or
  - (ii) enter into a licence of the **Premises** or part of the **Premises**
- with a person nominated by Council, on terms and conditions approved in writing by the Council.
- (b) The Lessee may impose further reasonable conditions, including the charging of a reasonable fee, upon the sub-Lessee or licensee nominated by the Council under this Clause.
- (c) If any dispute arises between the Lessee and any sub-Lessee or licensee under this Clause, it must be referred by the tenant to the Council, whose decision on the matter will be final.
- (d) The Council will not use its powers under this Clause so as to substantially detract from the rights granted to the Lessee under this **Lease**.

## 15. POWER OF ATTORNEY

### 15.1 Appointment

- (a) The Lessee appoints the Council and the Manager jointly and severally to be its attorney.
- (b) The attorney may at any time after the Council has terminated the **Lease** (sufficient proof of which will be the statutory declaration of the attorney) do the following:
- surrender this **Lease**;
  - withdraw any caveat lodged by the Lessee affecting any part of the **Premises**; and
  - transfer or surrender any licence which release to the Lessee's business and is attached to the **Premises**;
- execute the documents needed to effect those dealings; register those dealings; and all things which the Lessee is required to do under this **Lease**.

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- (c) The Lessee must pay the Council the amount of any costs expenses or other liabilities which the Council incurs in exercising the powers in this Clause.

## **16. GENERAL**

### **16.1 Interpretation**

In this **Lease**:

- (a) a person includes the person's executors, administrators, successors, assigns, substitutes and persons who take by novation;
- (b) where a party is more than one person, each person is bound as an individual and they are all bound together;
- (c) headings have been inserted for guidance only and do not affect the interpretation of this **Lease**;
- (d) statute includes its amendments and replacements and the regulations under it;
- (e) defined words have the meanings given them in this **Lease**, whether written in the upper case, lower case, or both upper and lower case.

### **16.2 Notices**

- (a) Requirements for Notice

A notice or approval must be:

- (i) in writing; and
- (ii) left at or posted to the address or sent to the facsimile number of the party in Queensland as set out in **Items 1, or 2**.

Any party may change its address for service to another address in Queensland by giving a written notice to all other parties.

- (b) Execution of Notices

A notice by the Council may be executed by the Council or the **Manager**.

- (c) Service of Notice

A notice or approval is taken to be given:

- (i) if sent by post on the second business day after posting; and
- (ii) if sent by facsimile by 4.00pm on a business day, on the same business day that it is sent, but otherwise on the next business day, unless the sender is aware that the transmission is impaired.

### **16.3 Consent or Approval of Council**

Any consent or approval of the Council must be in writing and signed by the Council or the **Manager**.

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#### **16.4 Lessee not to Prejudice Head Lease**

The Lessee must not:

- prejudice the Council's rights under any agreement for lease or head lease relating to the **Premises**; or
- cause that agreement or head lease to be terminated.

#### **16.5 Saturdays, Sundays and Public Holidays**

Anything which is to be done on Saturday or a Sunday or a public holiday in Queensland may be done on the next day which is not a Saturday Sunday or public holiday.

#### **16.6 Law**

This **Lease** is governed by the laws of Queensland.

#### **16.7 Notice before Council Liable**

The Council is not in default of a remediable breach under this **Lease** unless:

- (a) the Lessee first gives notice to the Council of the breach; and
- (b) the Council fails to remedy the breach within a reasonable time after receiving the notice;

despite anything in the **Lease** to the contrary.

#### **16.8 Council's Powers**

The powers given to the Council in the **Lease** may be exercised by its agents and with any necessary machinery.

#### **16.9 Lessee's Cost**

Where the **Lease** imposes an obligation on the Lessee to do anything, the Lessee must pay the cost incurred.

#### **16.10 Lessee's Actions**

- (a) A reference to the acts and omissions of the Lessee includes the acts and omissions of its servants, agents and contractors.
- (b) Where the Lessee is prohibited from doing anything, the Lessee must not cause or allow any other person to do it either.

#### **16.11 Money payable on demand**

All money payable by the Lessee to the Council is, unless otherwise so specified, payable on demand.

#### **16.12 Dispute Resolution**

If any dispute, other than a resident dispute under the Good Neighbour Process in Attachment C, arises between the Lessee and the Council, the Lessee agrees to be bound by the dispute resolution process in Attachment D.

Title Reference 11285053

Land Title Act 1994; Land Act 1994  
Form 21 Version 2

SURVEY PLAN

**BRISBANE ROAD**

**LEASE A**  
1.199 ha

**EASTON STREET**

**GREEN STREET**

**GLEBE ROAD**

196  
RP24111

*Peg placed at all new corners  
unless otherwise stated.*

PERMANENT MARKS					M.G.A. CO-ORDINATES (GDA-94)				
PM	ORIGIN	BEARING	DIST	NO	EASTING	NORTHING	ZONE	ORDER	CLASS
3-OPM	RP221435	55°44'20"	1.65	30734	478 810-858	6 945 542-931	56	3	C
6-OPM	1584303	98°27'35"	131.52	32088	478 887-627	6 945 181-729	56	3	C

REFERENCE MARKS				
STN	TO	ORIGIN	BEARING	DIST
1	QIP	RP108081	278°39'20"	0-603
2	QIP	158104	8°39'20"	0-603
3	O.A	RP98298	53°39'20"	1-992
3	Hilt in Conc Fltch		65°23'55"	3-474
3	Screw in Kb Fd		346°03'10"	4-08
4	Pin		98°19'20"	1-453
5	Pin		181°47'20"	14-832
6	QIP	RP98298	8°39'20"	0-603
6	Ram Nail in Kb		186°55'50"	3-08
6	Ram Nail in Kb		92°01'20"	5-55
8	Pin		189°40'20"	3-5

Scale 1:1250 - Lengths are in Metres.

10 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180

0 50mm 100mm 150mm

State copyright reserved.

*I, Thomas Wyatt SHANNON, hereby certify that I have surveyed the land comprised in this plan personally and by Geoffrey Edgar Thomas JONES (Surveying Graduate) for whose work I accept responsibility, that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1982 and that the said survey was completed on 4/12/2001*

*T. W. Shannon*  
Licensed Surveyor

Date: 2/12/2001

Plan of Lease A in Lot 169 on RP24111

PARISH: **IPSWICH** COUNTY: **Stanley**

Meridian: **M.G.A.** F.N's: **No**

Scale: **1:1250**

Format: **STANDARD**

**SP147837**

Plan Status:

DRAWN - STANFELDS

1001089

**Title Reference      11285053**

**ATTACHMENT A  
5 YEAR DEVELOPMENT PROGRAMME**

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**5 YEAR DEVELOPMENT PROGRAMME**

**SWIFTS LEAGUES CLUB LTD**

**GREEN ST , BOOVAL  
01/02/2002**

**CLUBS VISION**

Swifts Leagues Club Ltd will be trading as Booval Sports Club at the Green st facility. This Facility has been left in a poor state due to financial constraints of Booval Bowls Club Inc. Our vision is to get this Facility back to where it should be. Profitable, and supporting Ipswich sport and the community. A vital part of the Ipswich culture.

**CLUBS MISSION**

Our mission will be to create a new Club from Swifts RLFC and Booval Bowls Club and to provide a stimulating environment for all types of members. Swifts promote the essence of fun and fairplay, making the Swifts experience enjoyable for players, social members, parents, children and families alike.

**CLUBS OBJECTIVE**

Year 1. Create New Club. Make the transition as smooth as possible for Administration and Members.  
Year 2. Refine and encourage Administrators. Build membership by 20%  
Year 3. Encourage participation in Courses for Admin, Coaching etc. Build membership by 20%  
Year 4. Encourage Coaches in all sports. Build membership by 20%  
Year 5. Increase membership by 30%

**FACILITIES and EQUIPMENT**

Year 1. Upgrade 20% of poker machines. Provide meals 7 days a week. Paint Clubhouse.  
Year 2. Upgrade 40% of poker machines. Investigate Indoor Bowls Centre.  
Year 3. Upgrade 40% of poker machines. Construct Indoor Bowls Centre.  
Year 4. Upgrade 40% of poker machines. Review kitchen equipment.  
Year 5. Upgrade 40% of poker machines. Review first 5 years administration and facility operation.

**CLUB STRUCTURE**

Swifts RLFC inc  
Sub committees ; Seniors - Juniors - Old Boys - Ladies - Golf.  
One Constitution with each sub-committee having its own set of Rules.

Swifts Bowls Club inc.  
Sub committees; Mens - Ladies.  
One Constitution with each sub committee having its own set of Rules.

Swifts Leagues Club Ltd  
T/A Booval Sports Club at Green St  
Board of Directors , Seven (7): Five (5) elected by Swifts RLFC Inc  
Two (2) elected by Swifts Bowls Club Inc

**Title Reference 11285053**

**Attachment B  
Maintenance Standards**

<b>Service</b>	<b>Cyclic</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Bi-Annual</b>	<b>Annual</b>
<i>Appliance Testing and Tagging</i>						X	
<i>Fire Panel Test</i>				X			X
<i>Portable Fire Extinguisher Test</i>	<i>6 yearly hydrostatic test</i>					X	X
<i>Fire Hose Reel Test</i>	<i>3 yearly pressure test</i>					X	X
<i>Exit and Emergency Lighting Test</i>						X	X
<i>Air - Conditioning (HVAC) Filter change</i>				X			
<i>HVAC Service</i>					X		X
<i>HVAC duct inspection</i>	<i>2 yearly</i>						
<i>Cool room Service</i>					X		X
<i>Lift inspection and certification</i>							X
<i>Kitchen exhaust service</i>						X	
<i>Kitchen exhaust filter / hood clean</i>			X	X			
<i>Grease Trap</i>				X			
<i>Lighting</i>	<i>Ad hoc</i>						
<i>Painting Internal</i>	<i>6 yearly</i>						
<i>Painting External</i>	<i>5 yearly</i>						
<i>Window cleaning</i>							X
<i>Carpet Cleaning</i>						X	
<i>Parquetry floor strip and seal</i>	<i>4 yearly</i>						
<i>Pest control general internal</i>					X		

**Title Reference      11285053**

<i>Pest control food preparation areas</i>				X			
<i>Pest control external</i>							X
<i>Gutter cleaning</i>						X	
<i>General cleaning</i>			X				
<i>Toilet cleaning</i>		X					
<i>Food preparation area cleaning</i>		X					
<i>Hot Water System Pressure Valve Easing</i>					X		
<i>Residual current Device Operation Test</i>					X		

The above standards stipulate the frequency of tests, inspections, cleaning and/or other maintenance pursuant to Clause 6.4.

Title Reference      11285053

**ATTACHMENT C**  
**GOOD NEIGHBOUR PROCESSES**

**Introduction**

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

**General Good Neighbour Processes**

2. The Lessee will use its best endeavours to work together with residents to minimise inconvenience to residents caused by the Lessee's use of the **Premises**, and to develop close links between residents and the Lessee.
3. Examples of the way in which the Lessee will put Good Neighbour Processes into practice include:
  - 3.1 Notifying residents in the neighbourhood of the **Premises** of activities the Lessee especially of any major events to be held at the **Premises**;
  - 3.2 Appointing parking monitors to ensure that the Lessee's members, invitees and licensees do not create undue noise when entering or leaving the Premises, or in neighbouring streets, and to ensure that residents access to driveways etc is not obstructed;
  - 3.3 Circulating details of the Community Liaison Officer to residents and asking them to contact that person with any concerns or questions.
  - 3.4 Attending any seminars or meetings organised by the Council about community leasing generally.

**Complaint Handling Procedures**

4. The Lessee agrees to participate in any course of action proposed by the Council under this **Attachment**.
5. If any person ('the Complainant') makes a complaint to the Council which arises from the Lessee's use of the **Premises**, the Council will refer the complaint to the Lessee's Community Liaison Officer and will record that a 'resident notification' has been made in relation to the Lessee.
6. The Council will contact the complainant to find out the result of the referral.
7. If, in the reasonable opinion of the Council, the complaint has not been resolved by the Lessee's Community Liaison Officer within fourteen days of the complainant contacting the Community Liaison Officer, the Council will record that a 'resident dispute' has arisen and may propose a method of solving the resident dispute to the complainant and the Lessee.

(For example, the method chosen may involve:



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- A meeting between the Lessee, the complainant and the Council;
  - Mediation (including a program provided by the Community Justice Program of the Department of Justice and Attorney General);
  - Referral of the resident dispute to the appropriate statutory 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 Council); or
  - Any other method determined by the Council.)
8. The Lessee agrees to be bound by the outcome of any method of solving the resident dispute chosen by the Council.
9. If, in the reasonable opinion of the Council, the method does not resolve the resident dispute, the Council may require the Lessee to participate in further attempts to resolve the resident dispute.
10. If, in the reasonable opinion of the Council, the resident dispute is resolved, the Council may require the Lessee to enter into a legally enforceable agreement in a form satisfactory to the Council.
11. Nothing in this **Attachment** affects any rights of the Council under the **Lease** to terminate the **Lease** or take any other action.

Title Reference 11285053

**ATTACHMENT D**  
**DISPUTE RESOLUTION PROCEDURE**

1. If the Lessee or the Council thinks that a dispute – other than a resident dispute under the Good Neighbour Processes in **Attachment C** – has arisen under this **Lease**, that party may serve a notice upon the other party ( a 'Dispute Notice') requiring it to follow this procedure and notifying a representative of that party with authority to settle the dispute.
2. Within seven days of receiving the 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.
3. The representatives of each party will meet within seven days of the receipt of the Reply Notice and will use their best endeavours to resolve the dispute.
4. If the dispute is not resolved to the satisfaction of both parties within fourteen days of the receipt of the Reply Notice, the parties will refer the dispute to the Council.
5. The Council will decide the method of dispute resolution and the procedure to be adopted to solve the dispute. For example, without limitation, the Council may decide to:
  - refer the dispute to arbitration under the *Commercial Arbitration Act 1990*;
  - refer the matter to the Community Justice Program;
  - appoint an expert (whose decision will be final and binding on the parties) to decide the dispute; or
  - refer the dispute to mediation.
6. Each party will continue to perform its obligations under this **Lease** during any dispute.

## AGREEMENT FOR LEASE

422289

AN AGREEMENT is made this

Seventh

day of September 2001

BETWEEN**IPSWICH CITY COUNCIL** of 50 South Street Ipswich in the State of Queensland

(the 'Council')

AND**SWIFTS LEAGUES CLUB LTD** (ACN 010 165 045) of 25 Joyce Street East Ipswich in the said State

(the 'Club')

WHEREAS

- A. The Council owns improved freehold land containing 5.7286 hectares in the County of Stanley Parish of Ipswich described as Lot 169 on RP 24111 contained in Certificate of Title 11285053.
- B. The Council desires to lease and the Club desires to accept a lease of part of the improved freehold land containing 1.352 hectares being the same land which was the subject of lease no. G798326 to Booval Bowls Club Inc registered in the office of the Department of Natural Resources (the 'land') which lease expired on 30 June 1999.
- C. The subsequent tenancy at will by Booval Bowls Club over the land was terminated at 5.00pm on Thursday 6 September 2001.
- D. The Council and the Club will subsequently enter into a formal lease of the land although the Club entered into possession of the land on and from 5.00pm on 6 September 2001.

IT IS AGREED AS FOLLOWS:

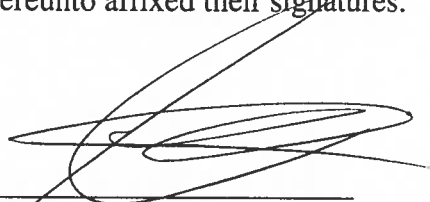
- 1. That commencement of the lease is from 5.00pm on 6 September 2001.
- 2. The term of the lease will be for an initial term of 20 years and (with the consent of both the Council and the Club) with a 10 year option in accordance with the term inserted in the formal lease mentioned in Clause 4.
- 3. The annual rental payable under the lease for the first five years is 5% of the unimproved value of the land (within the meaning of the Valuation of Land Act 1944) and 10% of such unimproved value thereafter.
- 4. The terms of the formal lease will be similar to those contained in the proforma lease in the attached schedule but the lessor may make amendments to the lease and insert other terms which are not unusual or unreasonable.
- 5. The Club will pay the Council's legal costs for the preparation of this Agreement ~~for~~

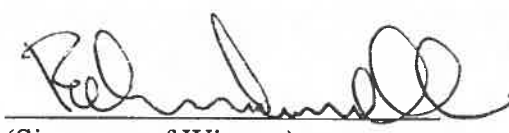


6. The Club will enter into and execute the formal lease (referred to in Recital D above) at a later date when requested, in writing, to do so by the Council. If the Club does not enter into and execute a formal lease within 28 days of being required to do so, or within any longer period of time allowed in writing by the Council, this agreement will forthwith terminate and the Club will immediately vacate and deliver up possession. Such termination shall be without prejudice to any rights which have already accumulated to either the Council or the Club under this agreement.
7. This agreement shall be governed and construed by the laws of the State of Queensland and any relevant Commonwealth legislation and the Council and the Club irrevocably and unconditionally submit to the exclusive jurisdiction of any court of competent jurisdiction within the State of Queensland.

IN WITNESS HEREOF the Council and the Club have hereunto affixed their signatures.

Signed by IPSWICH CITY COUNCIL by )  
Craig Kelvin Maudsley Conservation, )  
Parks and Sport Manager of Ipswich City )  
Council under the power delegated under )  
the Local Government Act 1993 (which )  
power has not been withdrawn or revoked )  
this day of September 2001 )

  
Conservation, Parks and Sport  
Manager

  
(Signature of Witness)

Robert B Sewell  
(Name of Witness)

Signed by SWIFTS LEAGUES CLUB LIMITED

(Insert sealing clause of Club)

WITNESS

  
MATTHEW CAMPBELL LLB  
SOLICITOR

