

Dealing Number



# OFFICE USE ONLY

## Privacy Statement

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### 1. Lessor

CLAYFIELD MEMORIAL SCHOOL OF ARTS INC.

Lodger (Name, address E-mail & phone number)

Quinlan Miller & Treston  
GPO Box 2500  
Brisbane, Qld 4001  
[gmt@qmtlaw.com.au](mailto:gmt@qmtlaw.com.au)  
Ph: 07 3223 6400  
Fax: 07 3223 6444

Lodger  
Code

272A

### 2. Lot on Plan Description

LOT 2 ON RP86841

County

STANLEY

Parish

TOOMBUL

Title Reference

13096206

### 3. Lessee Given names

Surname/Company name and number

(include tenancy if more than one)

CLAYFIELD-TOOMBUL RSL SUB-BRANCH

### 4. Interest being leased

FEE SIMPLE

### 5. Description of premises being leased

THE WHOLE OF THE LAND

### 6. Term of lease

Commencement date/event: 01/06/2016

### 7. Rental/Consideration

\$5,401.00 per annum

Expiry date: 30/06/2021

#Options: 1 X 94 YEARS

### 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**

..... signature

..... Full name

..... qualification

/ /

#### Witnessing Officer

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

Execution Date

Lessor's Signature

### 9. Acceptance

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

..... signature

..... full name

..... qualification

/ /

#### Witnessing Officer

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

Execution Date

Lessee's Signature

Title Reference [ 13096206 ]

## 1. DEFINITIONS AND INTERPRETATIONS

- 1.1. Interpretation: This document shall be construed as provided in this Section and the words and phrases set out below shall unless the context otherwise requires have the meanings respectively set out opposite.
- 1.2. Lessor: The term "the lessor" includes the lessor named in Item 1 of the Lease in Form 7 hereto and shall mean the person from time to time entitled to the reversion of this Lease and shall where the context admits extend to and include in the case of a corporation its successors in title and assigns and in the case of a natural person or persons their and each of their respective heirs executors administrators and assigns.
- 1.3. Lessee: The term "lessee" includes the Lessee named in Item 3 of the Lease in Form 7 hereto and shall where the context admits extend to any RSL Sub-Branch incorporated or unincorporated in succession thereto and include in the case of a corporations its successors in title and permitted assigns and in the case of natural person or persons their and each of their respective heirs executors administrators and permitted assigns.
- 1.4. Lease: The term "lease" or "this lease" means the Form 7 Lease hereto and any Schedule and Annexures thereto.
- 1.5. Lease Term: The term "lease term" means the term of five (5) years commencing on 1 July 2016 and terminating on 30 June 2021 with an option of 94 years as provided in Item 6 of the Form 7 Lease hereto.
- 1.6. Person: The word "person" shall include a corporation.
- 1.7. Plurals and Genders: The singular shall include the plural and vice versa and words importing the masculine or neuter gender shall include every gender.
- 1.8. Lessees Severally Bound: Where two or more persons are lessees the covenants and obligations on their part herein contained shall bind them jointly and each of them severally.
- 1.9. Statutes and Regulations: Reference to statutes regulations ordinances or by-laws shall be deemed to extend to all statutes regulations ordinances or by-laws amending consolidating or replacing the same.
- 1.10. Bodies and Associations: References to the Brisbane City Council, the Queensland Law Society Incorporated, The Australian Property Institute (Queensland Division) and other authorities, associations and bodies whether statutory or otherwise shall in the event of any 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 and/or as nearly as may be succeeding to the powers or functions thereof.
- 1.11. The Land: The term "the land" or "the said land" means the land described in Item 2 of the Lease in Form 7 hereto and shall unless the context otherwise requires include all improvements erected thereon.
- 1.12. The Building: The term "the building" shall mean the Memorial Building erected upon the said land and situated at the corner of Vine Street & Wagner Road, Clayfield in the State of Queensland.
- 1.13. Date of Commencement: The term "Date of Commencement" shall mean, notwithstanding the date of execution hereof, the date of commencement of the term hereof being 1 July 2016.
- 1.14. The Demised Premises: The term "demised premises" means the whole of land and "buildings" erected on the land and noted as the area both hachured and not hachured on plan of Lot 2 on RP86841, and includes all fitout, fixtures and fittings the property of the lessor.
- 1.15. Month: The term "month" means calendar month and the term "monthly" means at intervals of one (1) calendar month.
- 1.16. Not applicable.
- 1.17. INTENTIONALLY DELETED.
- 1.18. INTENTIONALLY DELETED.
- 1.19. Consent: Where the term "consent" is used in this lease, it shall mean that such consent shall not be unreasonably withheld.
- 1.20. Obligations Construed As Covenants: The respective covenants and obligations of the parties hereto as set out herein whether positive or negative shall be construed as if each such obligation or covenant is a separate and independent covenant made by one party in favour of the other party.
- 1.21. Implied Covenants: The covenants implied by virtue of "The Land Title Act 1994" and the "Property

Title Reference [ 13096206 ]

"Law Act of 1974 to 1990" are not negative but shall be deemed to have been modified to the extent of any inconsistency with the provisions hereof.

- 1.22. Covenants To Endure Throughout Term: The terms covenants conditions and restrictions herein contained shall unless the context otherwise requires be construed as continuing throughout the term hereof and shall be observed performed and fulfilled by the parties hereto at all times during the term hereof.
- 1.23. Interpretation: Except where inconsistent with the context wherever herein used the word "lessor" or "Lessor" shall mean and include in the case of a natural person or natural persons the lessor and his or their executors administrators and assigns and in the case of a corporation the lessor and its successors and assigns, the word "lessee" or "Lessee" shall mean and include in the case of a natural person or natural persons the lessee and his or their executors administrators and permitted assigns and in the case of a corporation the lessee and its successors and permitted assigns. Words importing the singular number and any gender shall include the plural and other genders respectively, except where the context otherwise requires. Where more than one lessee is a party hereto the covenants agreements and stipulations on the part of the lessee herein contained or implied shall be deemed to be entered into by the lessees jointly and severally. The use of headings herein is for ease of reference only and such headings shall not be read as forming part of this lease.
- 1.24. Headings: Headings and sub-headings have been included for each of reference and none of the terms covenants conditions or restrictions herein appearing are to be construed or interpreted by reference to such headings or sub-headings.
- 1.25. Child Care Centre: Means the land and buildings demised to the Clayfield Child Care Association Incorporated as described in Lease or Dealing number 601820445 (K464078T) of Title Reference 13096206.

## 2. RENT AND OTHER CHARGES

### Payment of Rent and Other Monies

- 2.1. The lessee shall pay an amount as provided in Item 7 of the Form 7 Lease attached hereto. The lessor and the lessee hereby agree that the provisions of Section 105(1)(a) of the *Property Law Act 1974* shall not apply to this lease.

### Payment of Electricity, Gas, Water Charges etc

- 2.2. The lessee shall pay all charges in respect of electricity, light, gas power (if any), telephone, water charges by the local authority, trade waste charges (if any), cleansing dues and license permit or inspection fees which may from time to time be assessed imposed levied or charged in respect of or attributable to the demised premises or the lessee's occupancy or use thereof.

### Lessee's Contribution to outgoings

- 2.3. INTENTIONALLY DELETED

### Costs of Lease

- 2.4. The lessee shall pay the lessor upon demand its reasonable costs of and incidental to the preparation, execution, stamping and registration of this lease, consent fees, registration, the cost of the sketch plan to this lease and other proper disbursements relating to this lease and all monies, which the lessor may expend in consequence of any default that may be made by the lessee in the performance and observance of any covenants or agreements herein contained or implied or which shall have been authorised, entered into or made by the lessee or of or incidental to the consent of the lessor required in favour of the lessee pursuant to the terms hereof, up to and including the date 18 June 2016.

Title Reference [ 13096206 ]

### Future Taxes

- 2.5. The lessee shall unless otherwise expressly provided herein pay and discharge without exception all **rates taxes charges assessments** outgoings impositions whatsoever (whether parliamentary municipal or otherwise and whether assessed charged or imposed by or under Federal or State law or by Federal State or local authorities and whether on a capital or revenue value or any other basis and even though of a novel character) of a kind which are not payable at the date of commencement but which may at any time during the term hereof be assessed charged or imposed upon or in respect of the demised premises and whether assessed against the lessor or directly against the lessee. Any sums so payable by the lessee if assessed directly against the lessee shall be paid to the assessing authority not later than the due date for the payment thereof and if assessed against the lessor shall be paid to the lessor upon demand by the lessor.

### Interest on Overdue Payments

- 2.6. If the lessee shall fail to pay to the lessor any monies (including but without limitation rent) which are payable by the lessee to the lessor in terms hereof within fourteen (14) days from the due date for the payment thereof the lessee shall pay to the lessor interest thereon or on so much thereof as shall remain unpaid from the due date or dates for the payment thereof until the same shall be actually paid and also upon any judgment thereof until the same shall be actually paid and also upon any judgment which the lessor may obtain against the lessee from the date of any such judgment until the same shall be satisfied at the rate of ONE AND ONE HALF (1½%) PER CENTUM for each month or part of a month during which any such payment shall be overdue or any such judgment unsatisfied.

### Goods & Services Tax (“GST”)

2.7.

#### 2.7.1. GST Definitions :-

For the purpose of this clause 2.7.1:

“GST” means GST within the meaning of the GST Act.

“GST Act” means the A New Tax System (Goods and Services Tax) Act 1999 (as amended).

Expressions set out in italics in this clause bear the same meaning

#### 2.7.2. Amounts otherwise payable do not include GST.

Except where express provision is made to the contrary, and subject to this clause 2.7.2, the *consideration* payable by any party under this Lease represents the *value* of any *taxable supply* for which payment is to be made.

#### 2.7.3. Liability to pay any GST.

Subject to clause 2.7.5, if a party makes a *taxable supply* in connection with this Lease for a *consideration*, which, under clause 2.7.2 or clause 2.7.4 represents its *value*, the recipient of the *taxable supply* must also pay, at the same time and in the same manner as the *value* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.

#### 2.7.4. Reimbursements.

If this Lease requires the Lessee to pay, reimburse or contribute to an amount paid or payable by the Lessor in respect of an *acquisition* from a third party for which the Lessor is entitled to claim an *input tax credit*, the amount required to be paid, reimbursed or contributed by the Lessee will be the value of the *acquisition* by the Lessor plus, if the Lessor's recovery from the Lessee is a *taxable supply*, any GST payable under clause 2.7.3.

Title Reference [ 13096206 ]

2.7.5. Tax Invoice.

A party's right to payment under clause 2.7.3 is subject to a valid *tax invoice* being delivered to the party liable to pay for the *taxable supply*.

3. USE OF DEMISED PREMISES

Partitioning

3.1. INTENTIONALLY DELETED

Electrical Fittings

3.2. INTENTIONALLY DELETED

Cleanliness of Premises, Drains, Compliance with Statutes, etc.

3.3. INTENTIONALLY DELETED

Use of Premises

3.4. The lessee will at all times during the said term occupy and use the demised premises for the purpose of **OFFICE AND STORAGE** and will not carry on or permit or suffer to be carried on upon the demised premises any other business without the consent in writing of the lessor first had and obtained nor carry on or permit or suffer to be carried on in or upon the demised premises or any part thereof any dangerous noxious noisy or offensive trade or business whatsoever nor use permit or suffer to be used the demised premises or any part thereof for residential or sleeping purposes AND will conduct its business therein and thereon in an orderly manner and keep the same open for business during the hours reasonably kept by a business of a similar nature in a similar location and will keep the said business adequately staffed and stocked and conducted in a businesslike manner and will not do or permit or suffer to be done anything in or about the demised premises or the said building or the land on which the same is situated which causes or may cause annoyance nuisance excessive noise danger or vibration to the lessor or the owners or occupiers of adjoining or neighbouring premises or its or their invitees or licensees; and

3.4.1 Subject to the obligations contained in clause 17 hereof, the lessee agrees to maintain the demised premises at the lessee's own cost duly and punctually in a condition in accordance with the appropriate local and government Statutes to keep the demised premises and all apparatus pertaining thereto in a clean and proper state and in relation to the demised premises now or hereinafter in force and all ordinances regulations and by-laws from time to time made thereunder and all requisitions requirements and orders of any statutory authority or body or office whether Local Health Workplace Health and Safety or otherwise having jurisdiction in respect of the demised premises or the business conducted thereon nor conflict with the laws relating to fires or the regulations of the Fire Services Authority PROVIDED HOWEVER that the liability of the lessee to effect any structural alterations or additions in respect of the demised premises hereunder shall be restricted to such alterations or additions as may be required by reason of the nature of the business or businesses conducted on the demised premises from time to time or the use of the demised premises by the lessee or by reason of the number of or sexes of the persons employed upon the demised premises or whom the lessee permits in or upon the said premises or by reason of any neglect or default on the part of the lessee its servants or agents invitees or licensees.

Title Reference [ 13096206 ]

Use of Air Conditioning Unit

- 3.5. The lessee shall at all times during the said term at the lessee's own cost be responsible for the upkeep and maintenance of the air-conditioning unit in the Building.

Explosives, etc.

- 3.6. The lessee shall not bring or permit or suffer to be brought into or adjacent to the demised premises or to remain therein or adjacent thereto any explosive chemicals highly combustible or dangerous fluids or materials.

Garbage Receptacles

- 3.7 INTENTIONALLY DELETED

Infectious Illness, etc.

- 3.8. INTENTIONALLY DELETED

Animals

- 3.9. INTENTIONALLY DELETED.

Obstruction of Stairways, etc.

- 3.10. INTENTIONALLY DELETED.

Signs

- 3.11. The lessee shall not inscribe, paint or affix or permit or suffer to be inscribed, painted or affixed any sign advertisement or notice on or to any part of the demised premises or the building upon the said land without the previous consent in writing of the lessor PROVIDED ALWAYS that such consent shall not be unreasonably withheld in respect of any sign advertisement or notice customary and/or incidental to the lessee's business and which complies with the by-laws of the local or other authorities but any such sign advertisement or notice shall be at the lessee's expense in all respects and shall be of such colour size and style and in such place or places as shall first have been approved of by the lessor AND PROVIDED ALWAYS that at the expiration or sooner determination of the said term the lessee shall if required by the lessor remove or cause to be removed all such signs advertisements or notices and shall at its own expense make good any damage caused to the demised premises by or in the course of such removal.

Auction Sales

- 3.12 INTENTIONALLY DELETED.

Notice of Defects, etc.

- 3.13. The lessee shall give prompt notice in writing to the lessor of any accidents to or defects or leakage which shall come to the lessee's knowledge in any water pipes gas pipes electric wiring lights or fittings or other fittings or services upon the demised premises and of any other reparations which may be required and of any indications of the presence of white ants, borers or other pests in or about the demised premises.

Title Reference [ 13096206 ]

Heavy Articles

3.14. INTENTIONALLY DELETED

Overloading

3.15 INTENTIONALLY DELETED

Source of Light and Power

3.16. The lessee shall not use any gas other than that supplied through meters provided that this covenant shall not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restrictions.

Interference with Services

3.17. INTENTIONALLY DELETED

Security

3.18. INTENTIONALLY DELETED

Town Planning Consents

3.19. If the use being made or intended to be made by the lessee of the demised premises requires the consent of the relevant local authority under its Town Planning Scheme then the lessee shall at its own cost and expense apply for such consent. The failure of the lessee to obtain such consent shall not in any way affect the obligations of the lessee under this lease.

Damage to Floor Coverings

3.20 INTENTIONALLY DELETED

Observance of Body Corporate By-Laws, etc

3.21. Not applicable.

Inconsistency with Body Corporate By-Laws

3.22. Not applicable.

**4. MAINTENANCE AND REPAIR OF DEMISED PREMISES**

Repair

4.1. At all times during the said term the lessee shall keep and at the expiration or sooner determination of the said term, deliver up the demised premises and all alterations and additions thereto and all the glass, doors, windows, locks and keys (whether provided by the lessor or made or produced by the lessee for its own use) and fastenings and the lessor's fixtures and fittings including carpets (if any) and the pipes, drains and sanitary and water apparatus thereof or used by the lessee on or in connection with its occupancy of the demised premises in good and clean and tenable order and condition repairs of a structural nature or for loss or damage caused by fair wear and tear, inherent defects, subsidence, defects of a structural nature, damage by fire, flood, storm, tempest, lightning, earthquake, explosion, objects falling from aircraft, aircraft accident, mechanical breakdown, electrical fusion, acts

Title Reference [ 13096206 ]

of malicious persons, acts of God, terrorism, Queen's enemies, riots, civil commotion or other disabling cause or inevitable accident and without any neglect or default on the part of the lessee its servants or agents invitees or licensees only excepted. The lessor and the lessee hereby agree that the provisions of Section 105(1)(b) of the *Property Law Act 1974* shall not apply to this lease.

**Painting**

4.2. The lessee will keep the paint on the internal walls and ceiling of the demised premises in good order and condition and will if required so to do by the lessor repaint such internal walls and ceiling in good quality paint in colours and quality approved by the lessor prior to the expiration or sooner determination of the term hereby granted and the lessor on its part agrees that if the said internal walls and ceilings shall be kept in an undamaged clean and tidy condition and where this lease contains an option for renewal of the said term and the lessee duly exercises such option for renewal of the said term the lessor will not require the same to be painted more often than once in every ten (10) years during the total of the term hereby demised and the period in respect of which the option for renewal shall be exercised. In any event the premises are required to be painted prior to the final determination of the lease in question.

**Lessor's Entry to Inspect, etc.**

4.3. The lessee shall permit and cause to be permitted the lessor its servants, agents, contractors or licensees at all reasonable times to enter upon the demised premises to view the state of repair and condition of the same or for any other purpose connected with this tenancy and/or to effect such repairs and alterations as the lessor shall deem necessary or desirable for the safety and preservation of the demised premises or adjoining premises or the building of which the demised premises form part or as the lessor may otherwise be required to do and save as hereinafter provided the lessee shall at its own cost and expense make good all defects or wants of reparation condition or cleansing when and where found in respect of the demised premises within a reasonable time after written notice thereof shall have been given to the lessee or left on the demised premises and in the event of the lessee failing to comply with the terms of such notice the lessor by its servants, agents, contractors or licensees may at any time thereafter without prejudice to the power of re-entry or any other powers herein contained enter upon the demised premises with servants, agents, contractors or licensees and make do and perform all or any of the acts things and work of which the lessor shall have given notice to the lessee and the lessee shall immediately upon demand pay to the lessor the costs and expenses of doing and performing the same PROVIDED ALWAYS that this clause shall refer only to such repairs and work as are the liability of the lessee under this lease AND this clause shall be deemed to be a modification of Subsections (a) and (b) of Section 107 of the *Property Law Act 1974*. Reasonable shall be construed as requiring a notice period of two days prior to entry by the Landlord in writing and it is agreed that the time of entry shall be at such times that does not cause disruption to the Tenant's business unless urgent rectification is required.

**Lighting**

4.4. The lessee shall pay for the replacement when necessary of any lighting in the demised premises.

**5. ALTERATIONS TO DEMISED PREMISES**

**Alterations Required by Lessee**

5.1. Except as identified in Clause 17.4 of this lease, the lessee shall not without the consent in writing of the lessor first had and obtained make or carry out or permit or suffer to be made or carried out any alterations or additions whether structural or otherwise to the demised premises or the lessor's fixtures or fittings therein nor without the like consent mark paint drill cut alter deface or injure any of the walls ceilings doors windows railings partitions timbers or floors thereof (of the building of which the demised premises form part) and in the event of the lessee making or permitting to be made any alterations or

Title Reference [ 13096206 ]

additions to the demised premises the lessee will if the lessor so requires at the expiration or sooner determination of the term hereby created at the lessee's own expense remove all such alterations and additions and make good all damage caused by or in the course of such removal so as to leave the demised premises in accordance with the lessee's obligations pursuant to this lease. The provisions hereinbefore contained are intended by the lessor and the lessee to be in addition to and not in substitution for or in derogation from Section 121(2) of the *Property Law Act 1974* or any part thereof and shall be read accordingly.

#### Structural Alterations by Lessor

- 5.2. If the lessor shall carry out any structural alterations or additions to the demised premises either at the request of the lessee or by reason or as a result of any requisition direction or order of any proper authority having jurisdiction over the demised premises due to the nature of the business being carried on by the lessee in the demised premises then the lessee shall pay by way of additional annual rent an amount equal to ten per cent (10%) per annum of the costs incurred by the lessor (including the lessor's Architect fees) and such additional rental shall commence from the date of the completion of such alterations or additions and shall be payable on the days herein nominated for the payment of rent hereunder and shall be payable during the continuance of the term herein granted and any extension thereof until the amount expended by the lessor has been paid as additional rent.

### 6. DAMAGE OR DESTRUCTION OF DEMISED PREMISES

#### Destruction of Premises

- 6.1. That in the case the demised premises or any part thereof shall at any time during the said term be destroyed or damaged by fire, storm, flood, tempest, Act of God, riot, civil commotion or in resisting the Queen's enemies and without any act, omission, default or neglect on the part of the lessee its servants, agent's, invitees or licensees so as to be unfit wholly or partially for occupation or use by the lessee by reason of such destruction or damage then the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall until the demised premises shall have been rendered fit for occupation or use be suspended and cease to be payable and in case any dispute shall arise as to whether the demised premises shall have been rendered unfit for occupation or use or as to what is a fair proportion of rent to be suspended or for how long such dispute may be referred by either party to a single arbitrator to be nominated by the President for the time being of The Queensland Law Society Incorporated pursuant to the provisions of "*The Commercial Arbitration Act 1990*" so that this submission and the award shall at the instance of either party and without notice to the other of them be made a rule or order of the Supreme Court of Queensland and so that the costs of the reference and award (including the fees of the arbitrator) shall be in the discretion of the arbitrator who may direct to and by whom and in what manner those costs or any part thereof shall be paid and may tax or settle the amount of costs to be so paid or any part thereof and may award costs to be paid as between Solicitor and client PROVIDED HOWEVER that if the demised premises or building which they form part shall be destroyed or damaged as aforesaid so as to render the demised premises wholly unfit for occupation or use by the lessee then the lessor or the lessee may within one (1) month thereafter by notice in writing to the other of them terminate this lease but without prejudice to any rights which may have accrued to either party prior to such termination.

### 7. RESERVATIONS

#### Entry of Purchaser

- 7.1. The lessee shall at all times during the said term permit the lessor or its agent or agents or prospective purchasers and during the three (3) months immediately preceding the termination of this tenancy permit the lessor or its agent or agents or prospective tenants or purchasers and others with written

Title Reference [ 13096206 ]

authority from the lessor or its agents at reasonable times during the day to view the demised premises. Reasonable shall be construed as requiring a notice period of two days prior to entry by the Landlord in writing and it is agreed that the time of entry shall be at such times that does not cause disruption to the Tenant's business unless urgent rectification is required.

### Lessors' Right to Service

- 7.2. The lessor shall have the right at all times to install, maintain, service, repair and replace from time to time pipes, wires, conduits, ducts and channels through and across the demised premises for the purpose of conducting water, electricity, gas, sewerage, ventilation and similar services and facilities necessary or desirable from time to time for the use of or convenience of the lessor, the lessee and other tenants of the lessor including the right at all reasonable times for the lessor or its agents with or without workmen to enter the demised premises for any such purposes PROVIDED FURTHER that the lessor shall exercise its foregoing powers of entry and to do works in a manner so as to cause as little inconvenience to the business of the lessee conducted from the demised premises as shall be reasonably practicable. Reasonable shall be construed as requiring a notice period of two days prior to entry by the Landlord in writing and it is agreed that the time of entry shall be at such times that does not cause disruption to the Tenant's business unless urgent rectification is required.
- So I still have  
concerns

### Erection of Signs by Lessor

- 7.3. The lessor shall have the right at all times during the said term or any extension thereof by its servants and agents to erect or affix or cause to be erected or affixed any sign advertisement or notice on or to the roof or exterior walls of the building of which the demised premises form part or other buildings on the said land and shall have reasonable access to and from any such sign advertisement or notice for the purpose of maintaining and/or repairing and/or removing the same but in the exercise of its rights under this Sub-clause, the lessor shall cause as little inconvenience to the lessee its servants, agents, invitees and licensees as possible. In the exercise of its rights under this clause, the lessor shall not hinder or impinge upon the visibility of or access to the demised premises.

## 8. COMMON AREAS

### Use of Facilities

- 8.1. The lessee its servants, agents and invitees shall have the right at all times during the said tenancy in common with the lessor its servants and agents and other tenants and all other persons having the like right to use the toilet facilities (if any) from time to time set apart by the lessor for the purpose and to use the entrance passageways and stairways in the building and the roadways, paths, entrances and car parks (if any) for access to and from the demised premises.

## 9. LESSOR'S LIABILITIES AND INDEMNITIES

### Indemnity

- 9.1. The lessee shall and does hereby indemnify and saves harmless the lessor from all loss and damage to the demised premises or to the other tenants thereof caused by partitioning, alterations or additions conducted by the lessee or the lessee's employees, servants, workmen or invitees or licensees of the water, gas, electricity, oil, coal, coke, lighting, heating, cooling or ventilating facilities supplied to the lessee in connection with the building or by faulty, water, gas or electric fittings or fixtures installed or fitted by the lessee.

### Indemnity

- 9.2. INTENTIONALLY DELETED

Title Reference [ 13096206 ]

### Quiet Possession

- 9.3. The lessee paying the said rent and other monies payable by it at all times and in the manner hereinbefore appointed for payment thereof and performing and observing the several covenants conditions and restrictions herein contained and on the part of the lessee to be observed performed fulfilled and kept may peaceably hold and enjoy the demised premises during the said term without any interruption by the lessor or any person lawfully claiming through under or in trust for it.

### Rates and Taxes

- 9.4. The lessee will pay all local authority rates and service charges and fire service levies and land tax whatsoever to be charged upon or payable in respect of the land on which the demised premises are situate PROVIDED THAT the lessor shall refund any subsidies, rebates or further charges that they might receive in respect thereof.

### Leakage of Fluids

- 9.5 INTENTIONALLY DELETED

### Failure of Electricity

- 9.6 INTENTIONALLY DELETED

### Suitability of Premises

- 9.7. The lessor does not expressly or impliedly warrant that the demised premises are at the date of commencement hereof or will remain fit suitable or adequate for all or any of the purposes of the lessee and all warranties (if any) as to the suitability, fitness and adequateness of the demised premises implied by law are hereby expressly negated.

### Interruption of Services

- 9.8. Notwithstanding any implication or rule of law to the contrary the lessor shall not in any circumstances be liable to the lessee for any loss or damage suffered by the lessee for any malfunction failure to function or interruption of or to any air conditioning equipment or the water, gas, electricity services or the appurtenances contained in the demised premises or in the said building or land or for the blockage of any sewers, wastes, drains, gutters, downpipes or storm water drains from any cause whatsoever unless such loss or damage is caused by the negligent act of the lessor.

## 10. INSURANCES

### Building Insurance

- 10.1. The lessee must take out and keep current insurance in respect of the Building and any works on a reinstatement basis against fire, storm, public liability and any other risk reasonably required.

- 10.2. INTENTIONALLY DELETED

### Plate Glass Insurance

- 10.3. The lessee shall replace all plate glass, windows and louvres upon the demised premises which may be damaged or broken during the term hereof and insure and keep insured in the joint names of the lessor and the lessee with a reputable insurance company against such risks as may reasonably be required by the lessor all plate glass, windows and louvres upon the demised premises whether or not such plate glass forms part of the external walls thereof and pay all premiums payable in respect of

Title Reference [ 13096206 ]

such insurance PROVIDED that in the event of the lessee's failing to pay such premiums when due the lessor may pay the same and recover the amount thereof from the lessee and whenever required by the lessor so to do the lessee will produce to the lessor without delay the said policy and the receipt for payment of the current years premium.

**Public Liability Insurance**

10.4. The lessee shall at its own expense insure and keep insured with a reputable insurance company for an amount not less than TWENTY MILLION DOLLARS (\$20,000,000.00) against public liability in the form of a standard public liability policy extended if so required by the lessor to cover the risks of an insurable nature of which the lessee is obliged to indemnify the lessor as provided in this lease and in the joint names of the lessor and the lessee for their respective interests. The lessee shall produce to the lessor any insurance policies effected by the lessee pursuant to this clause. The lessor acknowledges that in the event that the option is exercised, the insurable value shall be exercised at the consumer price index (CPI) on the first anniversary of such exercise and on each anniversary thereafter.

**Business Interruption Insurance**

10.5. The lessee shall take out at its own expense insure and keep insured with a reputable insurance company a policy against any financial loss caused by any interruption of the business. The lessee shall produce to the lessor any insurance policies effected by the lessee pursuant to this clause.

**Worker's Compensation Insurance**

10.6. The lessee shall at its own expense insure and keep insured with a reputable insurance company for an amount not less than TEN MILLION DOLLARS (\$10,000,000.00) against worker's compensation and employer's liability (including a common law cover) in respect of any liability, loss, claim or proceed whatsoever whether arising by virtue of any statute or at common law incurred or brought by any person employed by the Lessee. The lessee shall produce to the lessor any insurance policies effected by the lessee pursuant to this clause. The lessor acknowledges that in the event that the option is exercised, the insurable value shall be exercised at the consumer price index (CPI) on the first anniversary of such exercise and on each anniversary thereafter.

**Conduct Voiding Insurance**

10.7. The lessee shall not at any time during the said term except with the consent in writing of the lessor first had and obtained do permit or suffer in or upon the demised premises or in relation to the occupation thereof or in the building of which the demised premises forms part or in relation to the enjoyment of any rights therein anything whereby any insurance of the demised premises or the building of which the demised premises form part may be rendered void or voidable or the amount of premium payable in respect of any insurance may become or be liable to become increased and without prejudice to the rights of the lessor to determine this lease for the breach of this provision the lessee will pay to the lessor on demand any increase of premium which may be occasioned thereby.

**11. ASSIGNMENT, SUB-LETTING AND MORTGAGING**

11.1. The lessee shall not grant any subsequent sub-lease to any tenant with a tenancy with an expiration date occurring after the expiry of this lease over or parts with the possession of the demised premises or building.

**Mortgaging**

11.2. The lessee shall not mortgage charge or otherwise encumber its estate or interest in this lease without

Title Reference [ 13096206 ]

the consent in writing of the lessor first had and obtained which consent may be granted conditionally or refused if the security documents entitle the mortgagee to enter into possession of the demised premises without the consent of the lessor but subject thereto shall not be unreasonably withheld by the lessor.

## 12. DEFAULT OF LESSEE

12.1. If the rent hereby reserved or any part thereof shall be in arrears for the space of fourteen (14) days after the same shall become payable although no legal or formal demand shall have been made therefor it being hereby agreed that no such demand shall be necessary or if the lessee shall commit a breach of any covenant obligation, condition or agreement (express or implied) in this lease or if the lessee being a company shall go into liquidation either voluntary or compulsory (except for the purpose of reconstruction) or if a winding-up petition is presented against it or if a Receiver of its property or Administrator or a provisional liquidator is appointed or if any writ of Execution is levied on the real or personal property of the lessee and such breach shall not be remedied within a reasonable time from the date the lessor shall have served on the lessee a notice pursuant to Section 124(1) of the *Property Law Act 1974* THEN and in any of the said cases it shall be lawful for the lessor immediately thereupon or at any time thereafter and notwithstanding that the lessor may have waived any previous default of a like nature to enter by force if necessary into and upon the demised premises or any part thereof in the name of the whole and to take possession thereof and determine this lease OR at its option the lessor may serve notice in writing upon the lessee that thenceforth the lessee shall be deemed to hold the demised premises as tenant from month to month on the terms of this lease so far as the same are applicable to a monthly tenancy and such monthly tenancy may be determined by one (1) month's notice in writing given by either party to the other expiring on any day BUT in either case without prejudice to any right of action or remedy of the lessor in respect of any antecedent breach of any covenant condition agreement or stipulation on the part of the lessee herein contained.

## 13. TERMINATION OF TERM

### Lessee's Fixtures Etc.

13.1. If the lessee is not in breach of the Lease at the expiration or sooner determination of the said term the lessee shall have the right to take down and remove any fixtures and fittings erected by it PROVIDED that any damage caused to the demised premises or the building of which they form part by or in the course of such taking down and removal shall forthwith be made good by the lessee at its own expense PROVIDED FURTHER that should the lessee fail to remove such fixtures and fittings within twenty eight (28) days after the expiration or sooner determination of the said term the same shall become the property of the lessor absolutely and the lessor shall not be obliged to pay any compensation whatsoever therefor to the lessee or to any other person.

### Deemed Abandonment

13.2. If the lessee shall at any time quit or abandon or shall be reasonably assumed by the lessor to have quit or abandoned the demised premises for any reason whatsoever leaving behind any stock-in-trade chattels fixtures or fittings of the lessee which the lessee was entitled to remove from the demised premises then all or any of such items shall be deemed to have been abandoned by the lessee and the lessor shall be entitled to dispose of such items as it thinks fit and without being responsible in any manner whatsoever to the lessee as a consequence of such disposal or in respect of any proceeds thereof.

### Holding Over

13.3. If after the termination of the said term or any extension thereof from any cause whatsoever the lessee shall remain in possession of the demised premises with the consent of the lessor without any express arrangements being made for a further term the lessee shall hold the demised premises from the lessor

Title Reference [ 13096206 ]

as tenant from month to month at the termination of the said term or extended term as the case may be at a monthly rental equivalent to a monthly proportion of the total annual rent (calculated on the basis that the rent is increased by five percent (5%) on and from the expiration of the term hereby demised) and the contribution to outgoings payable by the lessee hereunder payable in advance and otherwise upon the same terms and conditions as are herein contained so far as the same are applicable to a monthly tenancy and such tenancy may be determined at any time upon one (1) month's notice in writing by either party to the other expiring on any day.

#### 14. POWER OF ATTORNEY

##### Power of Attorney

14.1. In consideration of the lease hereby granted the lessee both hereby irrevocably make nominate constitute and appoint and in its place and stead put and depute the lessor or in the event of the lessor being a corporation its directors or secretary for the time being and their substitute or substitutes jointly and severally the true and lawful attorney or attorneys of it the lessee and as its act and deed to make sign seal and execute and deliver all and every such instrument or instruments deed or deeds or other documents as it the lessor or the attorney or attorneys substitute or substitutes may in their absolute discretion see fit for further assuring to the lessor the powers rights and privileges hereinbefore conferred or expressed or intended so to be AND ALSO in the name and on behalf of the lessee to execute any documents necessary to procure the registration of a transfer or surrender of this lease without any payment or compensation whatsoever to the lessee and from time to time to appoint a substitute or substitutes and such appointment at pleasure to revoke and another to others to appoint AND generally to do execute and perform all acts matters and things whatsoever relating to the premises as fully and effectually to all intents and purposes as the lessee could do it the lessee hereby ratifying and confirming and covenanting to ratify and confirm all and whatsoever the said attorneys or attorney shall lawfully do or cause to be done in and about the premises and also agreeing not to revoke the powers hereby conferred or any of them at any time during the continuance of this lease PROVIDED ALWAYS and it is hereby agreed and declared that the powers conferred by this Sub-Clause shall not be exercised by the lessor unless default shall have been made by the lessee in the observance performance or fulfilment of some one or more of the covenants provisions conditions and agreements herein contained or implied or unless this lease shall be determinable or determined under the provisions hereof and sufficient proof of such default or determination shall for all purposes be a statutory declaration by any authorised person acting on behalf of the lessor.

#### 15. GENERAL PROVISIONS

##### Property Law Act

15.1. The powers in the lessor implied in Section 107 of the *Property Law Act 1974* shall apply to this Lease except insofar as such powers are excluded or varied by the terms of this lease.

##### Waiver

15.2. The failure by the lessor to take advantage of any default or breach of agreement on the part of the lessee shall not be construed as a waiver thereof nor shall any custom or practice which may grow up between the parties in the course of administering this agreement be construed to waive or lessen the right of the lessor to insist upon the performance by the lessee of any agreement on its part or to exercise any rights given to the lessor on account of any such default or if the waiver has been made upon a condition which is specifically broken by the lessee. A waiver of a particular breach or default shall not be deemed to be a waiver of any other breach or default whether of a similar nature or otherwise. The acceptance of rent by the lessor shall not be construed to be a waiver of any breach of agreement on the part of the lessee. The provisions hereinbefore contained are intended by the lessor and the lessee to be in addition to and not in substitution for or in derogation from the provisions of Section 119 of the *Property Law Act 1974* or any part thereof and shall be read accordingly.

Title Reference [ 13096206 ]

### Notices

- 15.3. Any notice or demand required to be given by either party to the other hereunder shall be in writing and signed by that party or his Solicitor (or, where the party is a company by any Director or Secretary thereof) AND shall be sufficiently served if served in accordance with any of the modes of service set forth in Section 347 of the *Property Law Act 1974* PROVIDED HOWEVER that in addition in the case of a notice to be given by the lessor to the lessee it shall be sufficiently served if delivered or left for the lessee at the demised premises.

### Essential Covenants

- 15.4. Without prejudice to or in derogation from the other provisions of this lease herein contained or implied, the covenants on the part of the lessee herein to pay rent contained in clause 2.1 hereof, to pay a contribution to the lessor's outgoings as contained in clause 2.3 hereof, to comply with all statutes, ordinances, etc. as contained in clause 3.3 hereof, in respect of the use of the leased premises contained in clause 3.4 hereof in respect of repair, maintenance and keeping of the leased premises in good and substantial repair contained in clause 4.1 hereof and to insure contained in clauses 10.1 and 10.2 and in respect of the assignment or otherwise dealing with or disposal of the leased premises contained in clause 11.1 and 11.2 hereof are all essential covenants, terms and conditions of this lease, the breach of any of which will entitle the lessor to determine this lease and recover damages from the lessee in accordance with the provisions of the next following sub-clause

### Lessor's Damages on Default by Lessee

- 15.5. In the event of the lessor determining this lease by reason of the default of the lessee, the lessee shall pay to the lessor from time to time upon demand by the lessor by way of damages for loss of its bargain the amount (if any) by which the rent hereby reserved between the date of determination and the date of expiry of this lease by effluxion of time exceed the rent received or likely to be received from any other lessee to whom the demised premises are re-let or may be re-let during such period. If at the trial of any proceedings to recover such damages, the demised premises shall not have been re-let the onus of proving that the demised premises are likely to be re-let and the amount of rent likely to be received shall be upon the person alleging it. For the purpose of this clause, the expression "rent" includes monies in the nature of rent and contributions to outgoings and other monies payable by the lessee in consideration of the right to occupy the demised premises. The lessor's entitlement to recover damages shall not be effected or limited by any of the following:

- (a) If the lessee shall abandon or vacate the demised premises;
- (b) If the lessor shall elect to re-enter or to terminate the lease;
- (c) If the lessor shall accept the lessee's repudiation;
- (d) If the parties' conduct shall constitute a surrender by operation of law.

The lessor shall be entitled to institute legal proceedings claiming damages against the lessee in respect of the entire lease term including the periods before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in this sub-clause whether the proceedings are instituted either before or after such conduct. The provisions of this sub-clause are in addition to and not in lieu of any rights which the lessor may have against the lessee at common law or by statute.

### Severability

- 15.6. If any term, covenant or condition of these presents or the application thereof to any person or circumstances shall be or become invalid or unenforceable the remaining terms and covenants and conditions shall not be effected thereby and each term, covenant and condition of these presents shall be valid and enforceable to the fullest extent permitted by Law.

Title Reference [ 13096206 ]

Managing Agent

- 15.7. The lessor may from time to time appoint a managing agent to manage the lands and any buildings thereon and any managing agent so appointed shall represent the lessor in all matters relating to this lease except so far as the lessor shall otherwise in writing direct and provided always that any communication from the lessor to the lessee shall to the extent of any inconsistency supersede any communication from the managing agent.

Moratorium Negated

- 15.8. Unless application is mandatory by law any statute proclamation order regulation or moratorium present or future shall not apply to this lease so as to abrogate extinguish impair diminish fetter delay or otherwise prejudicially affect any rights powers remedies or discretions given or accruing to the lessor.

Lease Contains Entire Agreement

- 15.9. The lessee acknowledges that the terms and conditions set out in this lease and any consent in writing given pursuant to any of the provisions hereof contain the entire agreement as concluded between the lessor and the lessee and that there are no other oral or collateral agreements between the parties relating to the demised premises or the said land or buildings notwithstanding any negotiations or discussion between the parties prior to the execution hereof. No representation made by the lessor, its servants or agents concerning the demised premises shall be an implied term of this lease or form the subject matter of a separate agreement subsidiary to or collateral with this lease. The lessee further acknowledges that it has not been induced to accept this lease by any representation oral or otherwise made by or on behalf of the lessor its servants or agents which is not included in this lease.

**16. OPTION**

Option

- 16.1. If the lessee shall not be in breach of any of the covenants agreements and conditions herein contained or implied and on its part to be observed performed and kept as at the date of giving the notice of exercise of option referred to hereunder and shall have given to the lessor not less than three (3) months' notice in writing prior to the expiration of the lease term of its intention so to do it shall have the option of a renewal or extension of these presents for a further term of ninety-four (94) years from 1 July 2021 (hereafter referred to as "the extended term") and the rent payable during the extended term shall be adjusted and calculated in accordance with clause 2 of Appendix 1 hereto and the extended term shall otherwise be in the same terms and conditions as are herein contained save only that this present option of extension shall be deleted.

Recognition of Lessee's Option of Renewal

- 16.2. That if during the said term the lessor shall sell or transfer its interest or any part thereof in the fee simple in the land of which the demised premises form part the lessor shall upon such sale or transfer procure to be executed by the purchaser or transferee at the expense of the lessee a covenant in favour of the lessee that the purchaser or transferee shall recognise and be bound by the provisions of this lease and in particular the option of extension contained in clause 16.1 hereof to the same extent as if the purchaser or transferee had been named as lessor therein and upon delivery by the lessor to the lessee of the said covenant duly executed by such purchaser or transferee and stamped, the lessor shall be and shall be deemed to be released and discharged from all liability then or thereafter arising out of any failure of that purchaser or transferee to recognise and be bound by the provisions of this lease, it being the intention of the parties hereto that the rights of the lessee for the time being under this clause shall be exercisable only against the lessor for the time being who is or is entitled to be registered as proprietor of the said land of which the demised premises form part or whole as the case

Title Reference [ 13096206 ]

may be.

## 17. SPECIAL CONDITIONS

### Rates

- 17.1. The lessee shall pay one hundred (100%) per centum of all charges in respect of the municipal rates issued by the Brisbane City Council for the demised premises. Should the lessee exercise the option as noted in Clause 16.1 of this lease, the lessee is to continue paying (100%) per centum of all charges in respect of the municipal rates issued by the Brisbane City Council during the extended term.

### Water

- 17.2. The lessee shall pay one hundred (100%) per centum of all charges in respect of the water utilities for the demised premises. Should the lessee exercise the option as noted in Clause 16.1 of this lease, the lessee is to continue paying one hundred (100%) per centum of all charges in respect of the water utilities during the extended term.
- 17.3. The lessor agrees to pay to the lessee any monies it receives from the Brisbane City Council for which is categorised as financial support to assist in the payment of water and sewerage pedestal costs for the demised premises, during the term, and during any extended term and further:
- 17.3.1 The lessor agrees to pay the lessee any monies it receives from the Child Care Centre in the payment of water and sewerage pedestal costs for the demised premises, during the term, and during any extended term.

### Improvements and Building Works

- 17.4. During the term, the lessee will, at its own expense, and subject to current building code standards and the lessor's approval (which will not be unreasonably withheld):
- 17.4.1. remove all asbestos from the building;
- 17.4.2. refurbish the building to the same standard as originally constructed, using new materials only;
- 17.4.3. install a Memorial Wall, with the design and installation to be agreed upon by both the lessor and the lessee;
- 17.4.4. provide underpinning to the demised premises or building, if required;
- 17.4.5. install disabled access to the demised premises or building;
- 17.4.6. install air conditioning to the common areas of the demised premises or building;
- 17.4.7. install appropriate lighting to both the flagpole area and portico to enable the Australian National Flag to be raised permanently; and
- 17.4.8. landscape the outside areas of the Land around the demised premises and building, with the design to be agreed upon by both the lessor and lessee. ("the refurbishment works")
- 17.5. Should the refurbishment works detailed in Clause 17.4 of this lease not be completed before the Expiry Date of the term, the lessor will agree to extend the Lease Term by a further one (1) year so that the lessee may complete such refurbishment works. If the lessee exercises this extension to complete the refurbishment works, the further term of the option period noted as ninety-four (94) years in Clause 16.1 will be deleted and amended to read ninety-three (93) years.
- 17.6. All refurbishment works conducted in the period referred to in clause 17.5 of this lease are to be approved by both the lessor and the lessee.
- 17.7. In the event the lessee does not exercise the option to renew in clause 16.1, and the lease expires either as per the Expiry Date noted in Item 6 of the Form 7 or the extended Expiry Date as per clause

Title Reference [ 13096206 ]

17.5 of this lease, then the lessor must pay to the lessee from the rents receivable from the demised premises all costs expended by the lessee for any refurbishment works conducted by the lessee during either the original Lease Term or the extended Lease Term. The lessor acknowledges an obligation to grant a floating charge over any rents receivable from the demised premises as security in the payment to the lessee for expenditure on the refurbishment works conducted during the original Lease Term or the extended Lease Term. Prior to the lessor reimbursing the lessee, the lessee must produce to the lessor all tax invoices relevant to the expenditure on the refurbishment works conducted during the original Lease Term or the extended Lease Term.

**Approval**

- 17.8. This lease is conditional upon the lessee receiving consent from the Board of the Returned & Services League of Australia Queensland Branch permitting it to enter into this lease.
- 17.9. Such approval shall be obtained within 90 days from the date of this lease agreement, and during such period, the Clayfield Memorial School of Arts Inc. as lessor shall do nothing contrary to this lease agreement, nor to the detriment of the rights of the Clayfield-Toombul RSL Sub-Branch as lessee contained herein.
- 17.10 The lessor and lessee acknowledge the validity of the pre-existing sub-lease to the Child Care Centre and that the existence of that sub-lease is in no such way prejudiced by the commencement of this lease agreement, but save as otherwise provided herein, the lessor's rights and obligations thereunder are specifically assigned to the lessee in this lease agreement.

Title Reference [ 13096206 ]

Appendix A

- (1) INTENTIONALLY DELETED
- (2) The option as reflected in Item 16.1 shall apply to this clause. During the extended term, the annual rent/consideration payable by the lessee shall be calculated to be adjusted to relative rental/consideration as provided in Item 7 of Form 7 hereto of \$ 5,401.00 per annum.

Y

