



LEGISLATIVE ASSEMBLY
FOR THE AUSTRALIAN CAPITAL TERRITORY

SELECT COMMITTEE ON ESTIMATES 2016-17

MR BRENDAN SMYTH MLA (CHAIR), MR JAYSON HINDER MLA (DEPUTY CHAIR), MS JOY BURCH MLA, MR STEVE DOSZPOT MLA

**ANSWER TO QUESTION TAKEN ON NOTICE
DURING PUBLIC HEARINGS**



Asked by the Chair, Mr Brendan Smyth MLA on 28 June 2016: The Attorney-General, Mr Simon Corbell MLA, took on notice the following question(s):

[Ref: Hansard Transcript [28 June 2016] [PAGE #29-30]]

In relation to: Outstanding matters still listed from one to three years ago

THE CHAIR: How many outstanding matters in the three courts are there, say, for greater than a year, two years and three years?

Mr Corbell: We only have two courts. In relation to the number of matters I will take that on notice.

THE CHAIR: Well, there are three courts listed. There are three courts listed.

Mr Corbell: Well, there are two courts and the Tribunal. The Tribunal is not a court.

THE CHAIR: What is the Tribunal?

Mr Corbell: The ACAT.

THE CHAIR: Well, so which court is not a court, in the Magistrates Court, the Supreme Court or the Coroner's Court?

Mr Corbell: Okay, if you want to have that argument that is fine but we have two levels of courts in the ACT but yes we do have a specific number of courts within the Magistrates Court proper.

THE CHAIR: I am just reading your indicators.

Mr Corbell: Yes, that is fine, Mr Smyth. I have taken your question on notice, Mr Smyth.

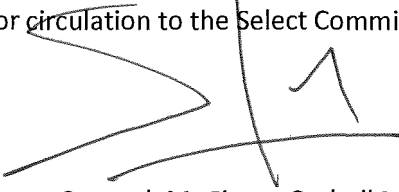
Mr Simon Corbell MLA: The answer to the Member's question is as follows:—

The number of matters pending as at 30 June 2016 for the following Courts is outlined below. Please note the figures below are indicative and unaudited.

Court of Appeal	Criminal Matters	Civil Matters
Under 12 months	28	15
Between 12-24 months	7	9
Over 24 months	3	23
Supreme Court – Appeal Matters	Criminal Matters	Civil Matters
Under 12 months	35	28
Between 12-24 months	10	4
Over 24 months	1	3
Supreme Court – Non Appeal	Criminal Matters	Civil Matters
Under 12 months	143	387
Between 12-24 months	37	92
Between 24-36 months	5	51
Over 36 months	1	21
Magistrate Court	Criminal Matters	Civil Matters
Under 12 months	1739	771
Between 12-24 months	143	89 (note: this figure is for matters > 12 months)
Between 24-36 months	32	
Over 36 months	22	
Coroners Court	Criminal Matters	Civil Matters
Under 12 months	NA	107
Between 12-24 months	NA	23
Between 24-36 months	NA	12
Over 36 months	NA	17
Childrens Court	Criminal Matters	Civil Matters
Under 12 months	67	80
>12 months	10	11

Approved for circulation to the Select Committee on Estimates 2016-17

Signature:

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a vertical line and a small '1' above it, all underlined.

Date: 11.7.16

By the Attorney-General, Mr Simon Corbell MLA



LEGISLATIVE ASSEMBLY

FOR THE AUSTRALIAN CAPITAL TERRITORY

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MR BRENDAN SMYTH MLA (CHAIR), MR JAYSON HINDER MLA (DEPUTY CHAIR), MS JOY BURCH MLA, MR STEVE DOSZPOT MLA

ANSWER TO QUESTION TAKEN ON NOTICE DURING PUBLIC HEARINGS



Asked by the Chair, Mr Brendan Smyth MLA on 28 June 2016: The Attorney-General, Mr Simon Corbell MLA, took on notice the following question(s):

[Ref: Hansard Transcript [28 June 2016] [PAGE #31]]

In relation to: Background into split of funding for Mr Eastman since Inquiry

THE CHAIR: Is it possible to get a split on the breakdown by the agencies?

Mr Corbell: Over the—I would be happy to do so over the period since the inquiry, including the inquiry, but I would not venture before that point.

THE CHAIR: Well, how much of the 5 million is going to Legal Aid?

Mr Corbell: So in this year's budget \$1.707 million is being provided to the Legal Aid Commission.

THE CHAIR: For the Eastman inquiry? For the retrial?

Mr Corbell: The matters associated with the retrial of Mr Eastman and other legal proceedings.

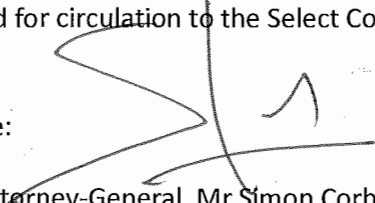
Mr Simon Corbell MLA: The answer to the Member's question is as follows:—

As at 28 June 2016, the break-down of funding by Agency provided for the Eastman matter over the period from, and including the Inquiry (and including the 2016-17 Budget Initiative), is summarised in the table below:

	Total \$m
Courts	5.086
ACT Corrective Services	0.100
Director of Public Prosecutions	3.961
Legal Aid	5.117
ACT Policing	3.200
Total	17.464

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Signature:

A handwritten signature in black ink, appearing to be 'S. Corbell', written over a horizontal line.

Date:

5-7-11

By the Attorney-General, Mr Simon Corbell MLA



LEGISLATIVE ASSEMBLY
FOR THE AUSTRALIAN CAPITAL TERRITORY

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MR BRENDAN SMYTH MLA (CHAIR), MR JAYSON HINDER MLA (DEPUTY CHAIR), MS JOY BURCH MLA, MR STEVE DOSZPOT MLA

**ANSWER TO QUESTION TAKEN ON NOTICE
DURING PUBLIC HEARINGS**



Asked by Mr Jeremy Hanson MLA on 28 June 2016: The Attorney-General, Mr Simon Corbell MLA, took on notice the following question(s):

[Ref: Hansard Transcript [28 June 2016] [PAGE #35-36]]

In relation to: Length of time for remandees facing trial

MR HANSON: With regard to remandees, how many—are you across how many remandees there are? How many people are awaiting trial who are being incarcerated and do you have a breakdown of how long each of those individuals has been waiting?

Mr Corbell: Well, that is a separate matter and yes we would be able to provide that information. I would have to take it on notice.

MR HANSON: Are you happy to?

Mr Corbell: I am happy to provide that information.

Mr Simon Corbell MLA: The answer to the Member's question is as follows:—

ACT Corrective Services (ACTCS) data provides information on detainees who are either unconvicted or sentenced.

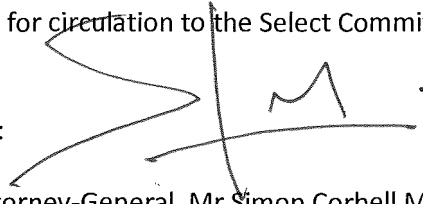
Accused people who have pleaded guilty and are awaiting conviction and sentencing by the Court are 'unconvicted' and therefore continue to be held on a remand warrant as opposed to a sentenced warrant.

Consequently, the data provided below should be treated with care as it includes detainees who have pleaded guilty and are awaiting sentencing. Some people in this situation will have been in custody for a lengthy period of time, particularly where they are awaiting sentence in relation to serious indictable offences.

ACTCS advised that at the close of business on 30 June 2016 there were 152 'remand' detainees held at Alexander Maconochie Centre. The average 'number of days stayed in custody' for 'remand' detainees is 143.6 days.

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Signature:

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a vertical line and a smaller 'M' shape, all resting on a horizontal baseline.

Date: 11.7.16

By the Attorney-General, Mr Simon Corbell MLA



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**ANSWER TO QUESTION TAKEN ON NOTICE
DURING PUBLIC HEARINGS**



Asked by Brendan Smyth MLA on 28 June 2016: The Chief Officer, ACT Fire & Rescue, Mr Mark Brown, took on notice the following question:

[Ref: Hansard Transcript [28 June 2016] [PAGE #39]]

In relation to: How much water do you estimate was put on the Pialligo Fire?

THE CHAIR: Okay, and how long did the fire last?

Mr Brown: Ten days.

THE CHAIR: Ten days—and in that time, how much water do you estimate was put onto the fire?

Mr Brown: I could not give you an estimate. I could make a calculation and get back to you if you wish and take that on notice.

Mr Corbell: We can take that on notice, Mr Smyth.

Minister for Police and Emergency Services: The answer to the Member's question is as follows:—

It is estimated that a total of 5.1 mega litres of water was used on the Pialligo fire.

This figure is an estimate only, and has been calculated based on appliance capacity and working duration at the incident.

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Signature:

Date:

By the Minister for Police and Emergency Services, Mr Simon Corbell MLA

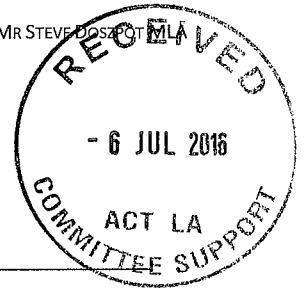


LEGISLATIVE ASSEMBLY
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SELECT COMMITTEE ON ESTIMATES 2016-17

MR BRENDAN SMYTH MLA (CHAIR), MR JAYSON HINDER MLA (DEPUTY CHAIR), MS JOY BURCH MLA, MR STEVE JOSEPH MLA

**ANSWER TO QUESTION TAKEN ON NOTICE
DURING PUBLIC HEARINGS**



Asked by Mr Brendan Smyth MLA on 28 June 2016: The Minister for Police and Emergency Services, Mr Simon Corbell MLA, took on notice the following question:

[Ref: Hansard Transcript [28 June 2016] [PAGE 43-44]]

In relation to: Providing a summary of experience for the Chief Officer, ACT Rural Fire Service.

THE CHAIR: I am not seeking to second guess that all. Mr Lane spoke about experience and I sought to find out what experience existed.

Mr Corbell: I am very happy to provide you with a summary of the incumbent's relevant professional experience.

THE CHAIR: that is very kind. The questions are there because a number of people have asked me what is the experience there, and I said I would find out. I have to say that I think perhaps the way that we have dealt with the council and their role in helping selection processes this way is unfortunate and I think we will have to see how it all pans out. But if the provision of a CV is all here, we will have the CV, thank you. Mr Hinder.

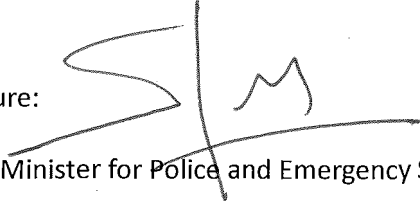
Minister for Police and Emergency Services: The answer to the Member's question is as follows:—

Mr Joe Murphy, Chief Officer, ACT Rural Fire Service, was previously the Manager of the Communications Centre in the ACT Emergency Services Agency (ESA). He has a wealth of experience and knowledge, having worked in a variety of roles in the Emergency Services sector for over 27 years, including as a Senior Fire Fighter, a volunteer and managerial roles. Some of his achievements include:

- PUA50501 Diploma in Public Safety (Firefighting Management).
- 1989 – 2000 – ACTSES – Member, Team Leader, Unit Controller.
- 2005 – ACT Community Protection Medal
- 2009 Victorian Fires – Liaison and Divisional Commander - Deployment 4.
- Over 20 years experience as a firefighter.
- ESA Representative - National Emergency Communications Work Group (NECWG).
- ESA Representative - Emergency Call Services Advisory Committee (ECSAC).
- ComCen Manager – Managing \$20 million system upgrades.
- Australasian Inter-service Incident Management System (AIIMS) Trainer.

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Signature:

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a vertical line and a smaller, stylized 'M'.

Date:

5.7.16

By the Minister for Police and Emergency Services, Mr Simon Corbell MLA



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**ANSWER TO QUESTION TAKEN ON NOTICE
DURING PUBLIC HEARINGS**



Asked by Mr Brendan Smyth MLA on 28 June 2016: The ACT Emergency Service Agency Commissioner, Mr Dominic Lane, took on notice the following question:

Ref: Hansard Transcript [28 June 2016] [PAGE 44-45]

In relation to: What vehicles are being replaced under the ESA Vehicle Replacement Program?

THE CHAIR: Minister, on page 28 of budget statement D, some of the projects under Property, Plant and Equipment, there are two for ESA in Works in Progress. There is the vehicle replacement program at about \$2 million a year for the four years. What vehicles are they replacing?

Mr Lane: Do you want me to—

Mr Corbell: Yes, I certainly do. Just excuse me for a sec while I ask the commissioner to provide you with that detail, Mr Smyth.

Mr Lane: I just have to remind myself, Chair, of exactly where that is, but I do have some of that information available, if you are happy just to bring you up to speed with the replacements over the coming months. So for ACT Fire and Rescue, an estimated delivery for a pumper, one pumper as a replacement, is December 2016. A replacement vehicle for ACT RFS of a heavy tanker in July of 2016, a patient transport vehicle is for August 2016, and I think—I will have to take—I think that is a replacement, but of course, as the minister has already highlighted, under this year's budget there will be an additional capital item for an additional patient transporter vehicle which we will have to work through the planning of. The replacement of two intensive care ambulances and the construction, which I think I would just have to take again on notice with these light units.

We have got an ACT RFS light unit coming into the fleet which from memory is an additional light unit, but I am just trying to remember that one, as well as an additional two other light units as well as part of the strategic replacement within the ACT Rural Fire Service.

Minister for Police and Emergency Services: The answer to the Member's question is as follows:—

The 2015-16 program will deliver the following replacement vehicles (these are all replacement, there are no additional vehicles):

- 1 x ACT Fire and Rescue Pumper
- 2 x ACT Fire and Rescue Light Units
- 1 x ACT Rural Fire Service Heavy Tanker
- 1 x ACT Rural Fire Service Light Unit
- 1 x ACT State Emergency Service Storm Response Trailer

- 2 x ACT Ambulance Service Intensive Care Ambulances
- 1 x ACT Ambulance Service Non-Emergency Patient Transport Vehicle

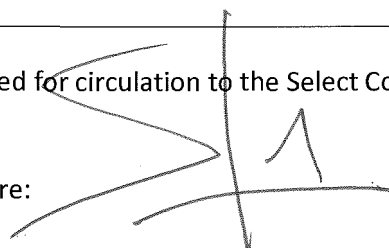
In 2016-17 the following vehicles are expected to be delivered under the replacement program:

- 1 x ACT Fire & Rescue Pumper
- 1 x ACT Fire & Rescue Community Fire Unit Support Trailer
- 1 x ACT Fire & Rescue Hazmat Decontamination POD
- 1 x ACT Rural Fire Service Heavy Tanker
- 2 x ACT State Emergency Service Storm Response Trailers

The Government allocated \$0.236m in capital funding in the 2016-17 Budget for the provision of a Non-Emergency Patient Transport vehicle, which is planned to be put into service by May 2017.

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5.7.16 Date

By the Minister for Police and Emergency Services, Mr Simon Corbell MLA

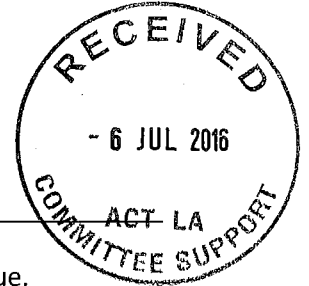


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ANSWER TO QUESTION TAKEN ON NOTICE
DURING PUBLIC HEARINGS



Asked by Mr Brendan Smyth MLA on 28 June 2016: The Chief Officer, ACT Fire & Rescue, Mr Mark Brown, took on notice the following questions:

[Ref: Hansard Transcript [28 June 2016] [PAGE 45-46]]

In relation to: How many days a year (for the last three years) was the ACT Fire & Rescue Bronto offline? On those occasions did ACT Fire & Rescue borrow a replacement Bronto from another Service, and was there full coverage in the ACT?

THE CHAIR: And to service the existing Bronto, how many days a year is it offline just to carry out regular maintenance?

Mr Brown: Look, I will have to take that on notice. I can definitely provide that information but it is generally very minor repairs that are undertaken at the fleet maintenance workshops at Fairbairn and while those repairs are undertaken generally the appliances are not offline.

THE CHAIR: All right. So, each year for the last three years, how—could you please tell us how many days the Bronto has not been available?

Mr Brown: Again, I will take that on notice and provide that information to you.

THE CHAIR: All right, and could you also then tell us on those occasions whether a Bronto was borrowed from another service and was there full coverage in the ACT for each of those periods that it was offline?

Mr Brown: I can do that and during the engine rebuild obviously we borrowed a similar Bronto from the Melbourne Metropolitan Fire Brigade, trained our staff and that was in place for approximately four weeks while that work was undertaken.

Minister for Police and Emergency Services: The answer to the Member's question is as follows:—

Over the last three years, the service history of the Bronto is:

Year: 2013-14

200 hours of preventative maintenance

44.5 hours for unscheduled maintenance

Year: 2014-15

200 hours for preventative maintenance

153.75 hours for unscheduled maintenance

Year: 2015-16

200 hours for preventative maintenance

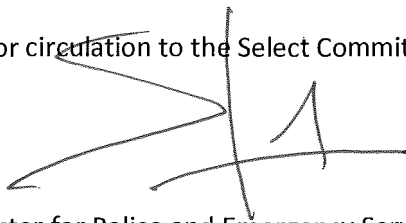
53.5 hours for unscheduled maintenance

The Bronto was offline for a period of 19 consecutive days from 29 February 2016 to 18 March 2016. During this outage a replacement Bronto was on loan from Melbourne Metropolitan Fire Brigade and in service in the ACT.

During all preventative maintenance, and where possible during unscheduled maintenance, each task is completed in sequences to allow the Bronto to be quickly reassembled and respond to confirmed triple zero calls. This minimises any period of delay in availability and avoids the need to procure a replacement vehicle.

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Signature:



Date:

5.7.16

By the Minister for Police and Emergency Services, Mr Simon Corbell MLA

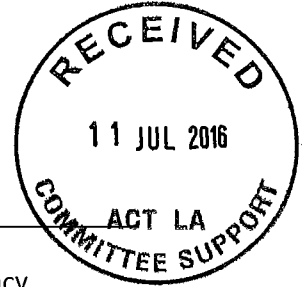


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**ANSWER TO QUESTION TAKEN ON NOTICE
DURING PUBLIC HEARINGS**



Asked by Mr Brendan Smyth MLA on 28 June 2016: The Minister for Police and Emergency Services, Mr Simon Corbell MLA, took on notice the following question:

[Ref: Hansard Transcript [28 June 2016] [PAGE #50]]

In relation to: A breakdown of how many staff in ESA, including how many in each of the Services and in ESA Headquarters, for 2015-2016 and the expected 2016-2017? Are all positions in ESA permanent inside the organisation?

THE CHAIR: Minister, because ESA is now part of JACS there are no employment levels for ESA. Could we have a breakdown of how many staff ESA has and how many staff there are in each of the services and in headquarters? This is for 2015-16 and the expected for 2016-17?

Mr Corbell: Yes, happy to provide that on notice.

THE CHAIR: Are there additional staff for 2016-17? Can we add this?

Mr Corbell: Yes, there are additional staff under a number of the initiatives that I have outlined. For example, there are additional call-taking staff for ambulance. There is additional front-line non-emergency patient transport staff for ambulance. There are others. I am sure my officials will assist. Yes, in total, my advice is that an additional 5.3 FTE in ESA in the coming financial year.

THE CHAIR: Currently, are all positions filled inside the organisation?

Mr Corbell: There is always a level of turnover in positions due to natural attrition. We will take that on notice and provide you a reconciliation, Mr Smyth.

Minister for Police and Emergency Services: The answer to the Member's question is as follows:—

As at 29 June 2016 (the last completed pay period in the reporting period), the ESA employed approximately 647 full-time equivalent (FTE) staff.

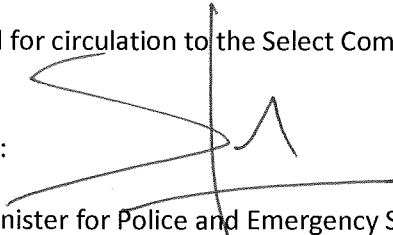
At that time, the equivalent of approximately 10 positions were unfilled.

The staff profile for each of the Services and other workforces as at that pay period and the indicative staff profile for each of the Services and other workforces in 2016-17 are as follows:

	Pay 25	Indicative 2016-17
ACT Ambulance Service	221	224
ACT Fire & Rescue	343	349
ACT Rural Fire Service	15	15
ACT State Emergency Service	7	8
ESA Other	61	61
TOTAL	647	657

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By the Minister for Police and Emergency Services, Mr Simon Corbell MLA



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**ANSWER TO QUESTION TAKEN ON NOTICE
DURING PUBLIC HEARINGS**



Asked by Mr Brendan Smyth MLA on 28 June 2016: The Minister for Police and Emergency Services, Mr Simon Corbell MLA, took on notice the following question:

[Ref: Hansard Transcript [28 June 2016] [PAGE #51-52]]

In relation to: The number of Incident Controllers for fire, including a breakdown between Services.

Mr Corbell: No, it does not take that long at all. So as of 22 June this year the number of level one, two and three incident controllers is as follows. Level one, 369. Level two, 25. Level three—oh, beg your pardon, so sorry, for level one, 369 fire, 26 SES. Level two, 25 fire, 10 SES. Level three 14 fire, five SES.

THE CHAIR: All right, is it possible to get a break down of the fire between fire and rescue and RFS?

Mr Corbell: Yes, so I would have to take that on notice, but we can provide that.

Minister for Police and Emergency Services: The answer to the Member's question is as follows:—

As at 30 June 2016, the number of Level 1, 2 and 3 incident controllers for fire were as follows:

Level 1 – 204 (112 ACT Fire & Rescue; 92 ACT Rural Fire Service including TAMS Parks Brigade).

Level 2 – 39 (26 ACT Fire & Rescue; 13 ACT Rural Fire Service including TAMS Parks Brigade).

Level 3 – 13 (8 ACT Fire & Rescue; 5 ACT Rural Fire Service including TAMS Parks Brigade).

There are an additional 180 Senior Fire Fighters in ACT Fire & Rescue who hold the competencies for Level 1 incidents, but do not undertake incident control as part of their normal duties.

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By the Minister for Police and Emergency Services, Mr Simon Corbell MLA



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**ANSWER TO QUESTION TAKEN ON NOTICE
DURING PUBLIC HEARINGS**

Asked by Mr Brendan Smyth MLA on 28 June 2016: The Commissioner, ACT Emergency Services Agency, Mr Dominic Lane, took on notice the following question:

[Ref: Hansard Transcript [28 June 2016] [PAGE #54]]

In relation to: Have there been any Public Interest Disclosures made against the ESA in the last 12 months? Have there been any reports about bullying in the ESA in the last 12 months?

THE CHAIR: Commissioner, has there been any public interest disclosures against the ESA in the last 12 months?

Mr Lane: Sorry, on what, Chair?

THE CHAIR: Has there been any public interest disclosures made against the ESA in the last 12 months?

Mr Lane: I would have to take that on notice sorry but we can certainly check that.

Minister for Police and Emergency Services: The answer to the Member's question is as follows:-

No.



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By the Minister for Police and Emergency Services, Mr Simon Corbell MLA



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**ANSWER TO QUESTION TAKEN ON NOTICE
DURING PUBLIC HEARINGS**



Asked by the Chair, Mr Brendan Smyth MLA on 28 June 2016: The Chief Police Officer, Mr Rudi Lammers took on notice the following question(s):

[Ref: Hansard Transcript [28 June 2016] [PAGE #69-70]]

In relation to: Redundancy of sworn officers

THE CHAIR: All right, and in regard to—you said there is no loss of frontline services but were there any officers lost as a consequence of the dividend?

Mr Hayward: No, there were no officers lost—

THE CHAIR: No? Operational?

Mr Hayward: —nor was there a dilution of frontline services.

THE CHAIR: Yes, no, I appreciate that. Operational staff, as in the direct backup staff?

Mr Hayward: No, no operational staff were lost.

THE CHAIR: All right, so administrative staff?

Mr Hayward: Some administrative staff and some non-operational staff.

THE CHAIR: All right, so how many administrative and non-operational staff were lost?

Mr Lammers: In total, we had some—across the four years—

THE CHAIR: Yes, please.

Mr Lammers: Across the four years—we had some 24 people in total across the four years.

INSTRUCTIONS FOR ANSWERING QUESTIONS TAKEN ON NOTICE (QTON):

1. Answers to QTONs should be lodged in signed hard copy (not emailed) to the Committee Support office within **5 working days of the hearing day when the question was taken on notice**. Day 1 is the first working day after the day of the hearing in which the question is taken on notice. **Example:** *If the question is taken on notice on Monday, the answer should be submitted by close of business the following Monday (even if the hearings for the portfolio stretch across several days).*
2. Where an answer provides a referral to sources of information in published documents, the answer should include the name of the document, the author and / or agency publishing the document, page number/s, and a hyperlink to the document, if applicable.
3. * Numbers assigned by Committee Support office

THE CHAIR: All right, so they were non-sworn officers or civilians?

Mr Lammers: They were predominantly unsworn.

THE CHAIR: Yes, okay.

Mr Lammers: And none of them were in frontline operational positions.

THE CHAIR: All right and how many sworn were lost?

Mr Lammers: I would have to take that on notice; I do not have that specific detail in front of me of how many sworn versus unsworn.

THE CHAIR: All right.

Mr Lammers: As I said, they were predominantly unsworn.

Mr Simon Corbell MLA: The answer to the Member's question is as follows:–

During the period 2013-2014, 2014-2015 and 2015-2016, two sworn members from ACT Policing accepted Voluntary Redundancies, and four sworn members moved into roles in AFP National Operations.

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Signature:

By the Minister for Police and Emergency Services, Mr Simon Corbell

Date:

15/7/16



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**ANSWER TO QUESTION TAKEN ON NOTICE
DURING PUBLIC HEARINGS**



Asked by Mr Andrew Wall MLA on 28 June 2016: Acting Director-General, Community Safety, Ms Bernadette Mitcherson took on notice the following questions:

[Ref: Hansard Transcript [28 June 2016] [PAGE #80]]

In relation to: What is the value of contraband in the AMC versus street value?

MR WALL: Yes, what intelligence does corrective services have of, I guess, the value of contraband, the monetary value of contraband inside of the AMC as compared to, I guess, street value?

Ms Mitcherson: I think it would be much higher than the street, probably, I am—I would have to—

MR WALL: Are we talking, you know, two, three, four times the rate? Or, you know, a couple of dollars?

Ms Mitcherson: I would have to take that on notice or ask Mr Rushton, do you have any information? No, do not know.

MR WALL: Thank you, chair.

Minister for Corrections: The answer to the Member's question is as follows:—

I understand the Member's question relating to contraband to be specific to illicit substances.

The street or 'market' value of illicit substances is best provided for in the Australian Criminal Intelligence Commission's (formerly the Australian Crime Commission) Illicit Drug Data Report (IDDR), which can be found at the following link:

<https://acic.govcms.gov.au/publications/intelligence-products/illicit-drug-data-report>

The IDDR is the most authoritative record of this type of information.

The price of illicit substances in prisons is typically significantly higher than 'street' value. Within prisons, depending on the substance and intra-prison relationships, prices can be between twice as high or ten times as high as 'street' prices.

Approved for circulation to the Select Committee on Estimates 2016-17

Signature:

Date: 11.7.16

By the A/g Minister for Corrections, Mr Simon Corbell MLA



LEGISLATIVE ASSEMBLY
FOR THE AUSTRALIAN CAPITAL TERRITORY

SELECT COMMITTEE ON ESTIMATES 2016-17

MR BRENDAN SMYTH MLA (CHAIR), MR JAYSON HINDER MLA (DEPUTY CHAIR), MS JOY BURCH MLA, MR STEVE DOSZPOT MLA

**ANSWER TO QUESTION TAKEN ON NOTICE
DURING PUBLIC HEARINGS**



Asked by Mr Smyth MLA on 28 June 2016: The Minister for Justice and Consumer Affairs took on notice the following question(s):

[Ref: Hansard Transcript, 28 June 2016, pp. 925-926]

In relation to: the number of inspectors within Access Canberra and a breakdown of the 95,000 inspections undertaken by Access Canberra

THE CHAIR: How many inspectors are there?

Mr Snowden: Inspectors within Access Canberra?

THE CHAIR: Yes.

Mr Snowden: To be exact, I would have to take it on notice. It would be somewhere between 150 and 180. That is across the breadth of Access Canberra's portfolio responsibilities.

[...]

THE CHAIR: It is the 180 inspectors who conduct the 95,000 inspections a year?

Mr Snowden: Correct.

THE CHAIR: Is there a breakdown of the 95,000 inspections?

Mr Snowden: I think that question was posed in the Access Canberra estimates, and we are providing a response to that.

Mr Rattenbury: If not, Mr Smyth, we will take it on notice here.

Mr Snowden: I am happy to do that, but I think we have already got it.

THE CHAIR: [...] Is it going to remain at that or are you going to seek advice?

Mr Rattenbury: Even if Mr Simmons were to come to the table with his vast experience and knowledge I do not believe he would be able to remember that straight out, so we will take it on notice.

MINSTER RATTENBURY: The answer to the Member's question is as follows:—

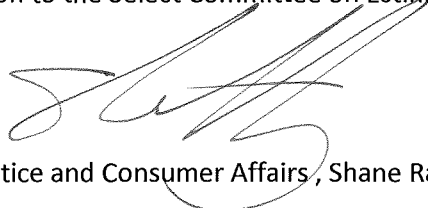
The total number of active inspectors across Access Canberra is 172. The teams within Access Canberra that undertake inspections are:

- Construction, Environment and Workplace Protection (CEWP) = 76 inspectors; and
- Community, Business and Transport Regulation (CBTR) = 96 inspectors.

Please find attached the breakdown of the information requested about the number of inspections.

Approved for circulation to the Select Committee on Estimates 2016-17

Signature:



Date:

11/7/16

By the Minister for Justice and Consumer Affairs, Shane Rattenbury MLA

ATTACHMENT A

Total Inspections			
Access Canberra Teams	Jul 15 - Apr 16	Compliant	Compliance %
Electrical Inspections (CEWP)	15,193	14,715	97%
Electrical Inspections Solar Photovoltaic Arrays (CEWP)	765	690	90%
Plumbing Inspections (CEWP)	898	867	97%
Gas Inspections (CEWP)	1,846	1,684	91%
Drainage Inspections (CEWP)	3,172	3,038	96%
Worksafe inspections (CEWP) - initial visits only*	1,357	995	73%
Total Random Vehicle Inspections (CBTR)	41,418	40,361	97%
Site Inspections (CBTR)	112	37	33%
Heavy Vehicles (CBTR)	111	101	91%
Audit of Authorised Examiners (CBTR)	155	51	33%
Audit of Accredited Driver Instructors (CBTR)	241	170	71%
Fair trading (CBTR)	1,229	992	81%
WWVP Individual Registrations Checked In Person (CBTR)	516	500	97%
WWVP Individual Registrations Checked via Desktop (CBTR)	16,529	16,147	98%
* the compliance is determined on the initial inspection			



LEGISLATIVE ASSEMBLY
FOR THE AUSTRALIAN CAPITAL TERRITORY

SELECT COMMITTEE ON ESTIMATES 2016-17

MR BRENDAN SMYTH MLA (CHAIR), MR JAYSON HINDER MLA (DEPUTY CHAIR), MS JOY BURCH MLA, MR STEVE DOSZPOT MLA

**ANSWER TO QUESTION TAKEN ON NOTICE
DURING PUBLIC HEARINGS**



Asked by Mr Jayson Hinder MLA on 28 June 2016: The Minister for Road Safety, Mr Shane Rattenbury MLA took on notice the following question(s):

[Ref: Hansard Transcript [DATE 28 June 2016] [PAGE 99]

In relation to: Cable-type road barriers

MR HINDER: There seems to be a proliferation of cable-type road barriers as road furniture these days as opposed to the old Armco. How much consideration goes into that decision-making in relation to vulnerable road users, like motorcycle riders? It appears to me that the cable-type road barriers would just act like a shredder.

Mr Rattenbury: "Cheese grater" I think is the expression used by the riders, yes. This sits over with Roads ACT, but from a previous life I can touch on it a little bit. Certainly I have had discussions with the Motorcycle Riders Association—

MR HINDER: It certainly fits in safety.

Mr Rattenbury: Yes, that too. No, I am aware. There were some trials taking place in both New South Wales and Victoria to come up with some better opportunities. Not only is it cables; I have had issues pointed out to me where there are square panels at the end of a safety barrier that become quite a point of impact because they are a dead stop as opposed to the curved ending and those sorts of things.

MR HINDER: It would slow a car, but kill a rider.

Mr Rattenbury: Exactly. That is an area of concern. Mr Hinder, I will take that on notice and see what progress is being made. I will consult with my colleagues and check where that is up to.

Minister for Road Safety, Mr Shane Rattenbury MLA: The answer to the Member's question is as follows:—

In 2013 Roads ACT contacted VicRoads about their trials of two post cushioning products for motorcyclists safety. Since then VicRoads has completed a program specifically targeting motorcycle safety that has incorporated a number of road treatments including barrier protection,

resurfacing, shoulder sealing and hazard removal. The program to date has targeted funding at popular motorcycling routes and specific locations that had a high incidence of crashes.

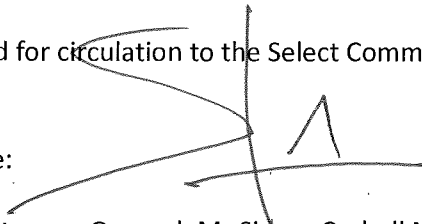
The information provided by VicRoads to Roads ACT has indicated that the provision of motorcyclist protective rubber cushions on wire-rope safety barrier posts and rubrails on roadside guard rails have resulted in a reduction in fatalities and serious injuries at treated locations. Roads ACT will review the information provided and the analysis of the program to determine if there are locations in the ACT that could be considered for treatment.

Evaluation of the Motorcycle Blackspot Program on the VicRoads website:

<https://www.vicroads.vic.gov.au/newsmedia/2015/motorcycle-blackspot-program-saves-lives>

Approved for circulation to the Select Committee on Estimates 2016-17

Signature:



Date:

11.7.16

By the Attorney-General, Mr Simon Corbell MLA on behalf of the Minister for Road Safety,
Mr Shane Rattenbury MLA



LEGISLATIVE ASSEMBLY
FOR THE AUSTRALIAN CAPITAL TERRITORY

SELECT COMMITTEE ON ESTIMATES 2016-17

MR BRENDAN SMYTH MLA (CHAIR), MR JAYSON HINDER MLA (DEPUTY CHAIR), MS JOY BURCH MLA, MR STEVE DOSZPOT MLA

ANSWER TO QUESTION ON NOTICE

Nicole Lawder MLA: To ask the Minister for the Environment and Climate Change Simon Corbell

Environment and Planning Directorate Budget Statement E, Output Class 2: Environment

In relation to:

Kangaroo fertility control research

- Could you provide an update on the kangaroo fertility control research. When will this research be completed?

Nicole Lawder MLA

8 July 2016



MINISTER CORBELL: The answer to the Member's question is as follows:-

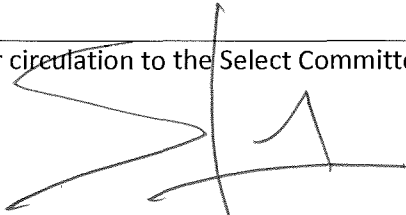
The Environment and Planning Directorate is researching the use of the contraceptive vaccine, GonaCon, for Eastern Grey Kangaroos. Two types of field trials are being conducted. The first will evaluate the effect of the vaccine on the fertility of individual female EGKs when it is administered by either hand injection or dart delivery, compared to a placebo. The second type of trial will evaluate how effective GonaCon is at maintaining populations at the desired size.

A total of 81 female kangaroos have been captured and hand injected with GonaCon, and 10 have been injected with a placebo. These animals will be checked periodically over the coming months for the presence of young in the pouch. Results on the success of the hand injected vaccine in the first year will be available in October 2016. The next phase of the project, which will be completed in the next two months, is to administer GonaCon via a dart to 53 female kangaroos that have been previously fitted with identification collars. The first results on the success of the dart delivered vaccine will be available in late 2017.

This research is ongoing. In order to fully evaluate GonaCon as a possible management tool for kangaroos, this research project will need to continue for at least the next five years. A report detailing the progress and any results from the first two years of the research project will be completed by the end of the 2016.

Approved for circulation to the Select Committee on Estimates 2016-17

Signature:



Date: 11.7.16

By the Minister for the Environment and Climate Change, Simon Corbell



LEGISLATIVE ASSEMBLY
FOR THE AUSTRALIAN CAPITAL TERRITORY

SELECT COMMITTEE ON ESTIMATES 2016-17

MR BRENDAN SMYTH MLA (CHAIR), MR JAYSON HINDER MLA (DEPUTY CHAIR), MS JOY BURCH MLA, MR STEVE DOSZPOT MLA

ANSWER TO QUESTION ON NOTICE



Nicole Lawder MLA: To ask the Chief Minister, Andrew Barr MLA

In relation to: Noise pollution

1. Constituents have raised with me their concerns about excessive road noise from the Monaro Highway in the Chisholm area. It has been pointed out to me that there are currently minimal noise barriers between the Monaro Highway and the suburbs. What is the Government doing to minimise the noise from the Monaro Highway in the Chisholm area?

Meegan Fitzharris: The answer to the Member's question is as follows:-

1. Noise monitoring was recently undertaken at a property in Gilmore adjoining the Monaro Highway. The road verge and distance of properties from the Monaro Highway is similar in both Gilmore and Chisholm.

The results of the noise monitoring showed that noise levels were in the range of 57 dB(A) to 59 dB(A) which is below the ACT noise guideline threshold of 65 dB(A). Given the above results, Roads ACT has no immediate plans to provide noise management measures alongside the Monaro Highway in the Gilmore/Chisholm areas at this time.

Approved for circulation to the Select Committee on Estimates 2016-17

Signature:

Date:

15/7/2016

By the Minister for Transport and City Services, Meegan Fitzharris MLA



LEGISLATIVE ASSEMBLY
FOR THE AUSTRALIAN CAPITAL TERRITORY

SELECT COMMITTEE ON ESTIMATES 2016-17

MR BRENDAN SMYTH MLA (CHAIR), MR JAYSON HINDER MLA (DEPUTY CHAIR), MS JOY BURCH MLA, MR STEVE DOSZPOT MLA

**ANSWER TO QUESTION TAKEN ON NOTICE
DURING PUBLIC HEARINGS**

Asked by Ms Nicole Lawder, MLA, Shadow Minister for Environment on 1 July 2016 the following question was taken on notice by Commissioner Dr Kate Auty:

Ref: Question on Notice No E16-277

1. In the State of the Environment Report are all of the 2011 recommendations now complete?

The answer to the Member's question is as follows:–

1. Recommendations from the 2011 ACT State of the Environment Report (ACT SoER) accepted by Government have either been completed, are in the process of completion, or are ongoing.
2. The 2014-15 Annual Report of the Commissioner for Sustainability and the Environment (Table 8 pp 12 – 31) provides details of Directorate progress in implementing 2011 State of the Environment recommendations.
3. Each year ACT agency directors general are sent letters and templates for completion, requesting information in relation to their actions during the year to progress ACT SoER recommendations. The outcomes of this process will be reflected in the 2015-2016 Annual report.

Approved for circulation to the Select Committee on Estimates 2016-17

Signature:

Date:

6. 7. 2016

By the Commissioner for Sustainability and the Environment, Dr Kate Auty



LEGISLATIVE ASSEMBLY
FOR THE AUSTRALIAN CAPITAL TERRITORY

SELECT COMMITTEE ON ESTIMATES 2016-17

MR BRENDAN SMYTH MLA (CHAIR), MR JAYSON HINDER MLA (DEPUTY CHAIR), MS JOY BURCH MLA, MR STEVE DOSZPOT MLA

ANSWER TO QUESTION ON NOTICE

MR SMYTH: To ask the Minister for Sport and Recreation

Ref: Sport and Recreation output class 9.4

In relation to: Redevelopment of Kippax playing fields

1. What works were completed as part of the redevelopment?
2. What savings were made in the cost of the redevelopment?
3. Are there any works that were not completed as part of the original redevelopment plans?
4. If so, why were they not completed?

MINISTER FOR SPORT AND RECREATION: The answer to the Member's question is as follows:—

1. Key deliverables included the realignment of the oval, new couch grass playing surface and irrigation system, new turf wicket, synthetic cricket nets, new pavilion which includes a club room, recovery room, and covered seating, new perimeter fence, coaches' boxes, electronic scoreboard, BBQ area, goal posts, storage facilities and improved landscaping.
2. As an example of what can be achieved when government and community pool their resources, there were efficiencies achieved in the delivery of this project as a result of in-kind contributions. The Belconnen Magpies Football Club, the Magpies Sports Club, AFL NSW/ACT, the Ginninderra Cricket Club and Cricket ACT provided cash and in-kind support to assist in the completion of the project.
3. No.
4. Not applicable.

Approved for circulation to the Select Committee on Estimates 2016-17

Signature:

Date: 14 JULY 2016

By the Minister for Sport and Recreation, Yvette Berry MLA



LEGISLATIVE ASSEMBLY FOR THE AUSTRALIAN CAPITAL TERRITORY

SELECT COMMITTEE ON ESTIMATES 2016-17

MR BRENDAN SMYTH MLA (CHAIR), MR JAYSON HINDER MLA (DEPUTY CHAIR), MS JOY BURCH MLA, MR STEVE DOSZPOT MLA

ANSWER TO QUESTION ON NOTICE



MR SMYTH: To ask the Minister for Sport and Recreation

Ref: Sport and Recreation output class 9.4

In relation to: Grounds owned by the ACT Government and maintained by local sporting clubs

1. How many Government owned sports facilities are leased out to sporting clubs?
2. Which Government owned sports facilities are leased out to local sporting clubs and to which clubs?
3. What are the conditions of each individual lease?
4. What is the cost of leasing out each individual sport facility?
5. What revenue is received by leasing out each sport facility to local sporting clubs?

MINISTER FOR SPORT AND RECREATION: The answer to the Member's question is as follows:—

1) Current records indicate Active Canberra has 8 sublease agreements with sporting clubs in place for Government owned sport and recreation assets.

2)

Venue	Lessee
Canberra Archery Centre	Canberra Archery Club
Kingston Oval	Eastlake Football Club
Weston Valley Archery Centre	Weston Valley Archery Club
Nicholls District Playing Fields – Part of Pavilion	Nicholls Sports Precinct Limited
Nicholls District Playing Fields – Part of Pavilion	Gungahlin Eagles Rugby Club
Mawson Oval - Pavilion	Woden Valley Soccer Club
Tuggeranong Archery Centre	Tuggeranong Archery Club
Chisholm Oval Pavilion	Tuggeranong Cricket Club & Tuggeranong Valley Rugby Union and Amateur Sports Club

3) Conditions on each individual sub-lease vary as set out in Attachment A.

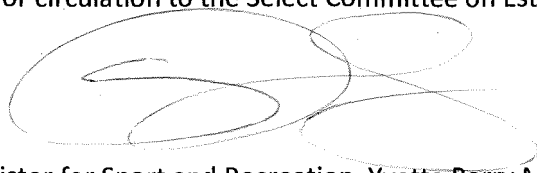
4) Costs associated with an Active Canberra asset are considered as part of negotiations for a sublease over an asset. The agreed allocation of costs varies with each agreement, based on the financial and operational capacity of the lessee.

Active Canberra only consider entering into a sublease arrangement where the sporting club can demonstrate its financial and operational capacity to maintain the venue at least to the same standard delivered by Active Canberra, where there is some level of benefit to both the sub-lessee and the Territory and where there is no disadvantage created for any other user of the facility.

5) Revenue generated by Active Canberra from rent charged through current subleases with sporting clubs totals \$3,200 per annum.

Approved for circulation to the Select Committee on Estimates 2016-17

Signature:

A handwritten signature in black ink, consisting of several overlapping loops and curves, positioned to the right of the 'Signature:' label.

Date: 15 JULY 2016

By the Minister for Sport and Recreation, Yvette Berry MLA

(B. ASHCROFT)
CANBERRA URBAN ARMS.

LODGED BY: P.O. BOX 352

Evie SQ.

BOX NO:

620 72313



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03/12/2003 14:18:42

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AUSTRALIAN CAPITAL TERRITORY GOVERNMENT

LEASE

L

LAND TITLES ACT 1925

The lessor as registered proprietor of the land in Item 1 leases to the lessee the area described in Item 5. This lease is subject to the mortgages, encumbrances and other instruments affecting the land, including any created by dealings lodged prior to this lease.

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT (Unit Titles only)	VOL:FOL	INSTRUMENT NO.
Lyneham	59	43		1600: 95	

2. LESSOR (FULL NAME AND ADDRESS OF LESSOR / SUBLESSOR / UNDERLESSOR)

Name: Australian Capital Territory, a body politic established under Section 7 of the Australian Capital Territory (Self Government) Act 1988 (Commonwealth)
Address: Macarthur House Wattle Street Lyneham ACT 2602
Fax: 6207 5149

3. LESSEE (FULL NAME AND ADDRESS OF LESSEE / SUBLESSEE / UNDERLESSEE, SURNAME LAST)

Name: Canberra Archery Club^{INC.} (A000287) an association incorporated under the Associations Incorporations Act 1991(ACT)
Address: PO Box 104 Lyneham ACT 2602

4. FORM OF TENANCY

JOINT TENANTS / TENANTS IN COMMON IN

n/a

5. AREA BEING LEASED (EG: WHOLE OR DESCRIPTION OF SUBLET AREA)

Whole

6. TERM OF LEASE

TERM: 10 years

COMMENCING: 28 July 2003

TERMINATING: 27 July 2013

YEARLY RENT: \$200.00

- THE COVENANTS IMPLIED AT SECTION 119 AND 120 OF THE LAND TITLES ACT 1925 ARE HEREBY NEGATED (DELETE IF INAPPLICABLE).
- ~~THE PROVISIONS SET FORTH IN MEMORANDUM OF PROVISIONS NO. FILED IN THE OFFICE OF THE REGISTRAR-GENERAL ARE DEEMED TO BE INCORPORATED HEREIN / AS MODIFIED BY ANNEXURE HERETO (DELETE IF INAPPLICABLE).~~
- THE COVENANTS AND CONDITIONS SET OUT IN THE ANNEXURE HERETO ARE DEEMED TO BE INCORPORATED HEREIN (DELETE IF INAPPLICABLE).

7. CONSENTING PARTY / PARTIES

I / WE CONSENT HERETO:

[Empty box for signature]

SIGNATURE/S

CONTINUED OVERLEAF

1 of 23

8. DATE

28 July 2003

9. EXECUTION

SIGNED IN MY PRESENCE BY THE LESSOR: See Annexure p. 13

SIGNATURE OF LESSOR. FULL NAME AND SIGNATURE OF WITNESS.

SIGNED IN MY PRESENCE BY THE LESSEE. See Annexure p. 13

SIGNATURE OF LESSEE. FULL NAME AND SIGNATURE OF WITNESS.

INSTRUCTIONS FOR COMPLETION

- * The information collected by this form is authorised by the *Land Titles Act 1925*, will be used for the purposes of that Act and will be available for search pursuant to sections 65 and 66 of that Act. It will also be made available to government agencies for statistical and administrative purposes and to non-government persons and organisations concerned with land. A fee may apply to any or all of the above.
- * Delete where inapplicable.
- * This document should clearly indicate the identifiers of all land affected.
- * Complete or rule up all boxes.
- * Execution of document by-
 - Natural Person- Should be witnessed by an adult person who is not a party to the document.
 - Attorney- If this document is executed by an attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg "AB by his/her attorney XY pursuant to Power of Attorney A.C.T. registered no of which he/she has no notice of revocation".
 - Corporation- Section 127 of the *Corporations Law* provides that a company may now validly execute a document with or without using a Common Seal if the document is signed by:
 - (a) two directors of the company,
 - (b) a director and a secretary of the company; or
 - (c) where the company is a proprietary company and has a sole director who is also the sole company secretary, that director.
 - Legal Practitioner- A legal practitioner may not execute this document on behalf of the sublessor or sublessee unless appointed under a registered power of attorney for that purpose.
- * Alterations should not be made by erasure but by scoring through with a pen and the words substituted written above them verified by initials in the margin.
- * Typewriting and handwriting should be clear, legible and in permanent black ink.
- * If additional space is required, additional sheets should be properly annexed to the memorandum.
- * This document should be presented for assessment, payment, and endorsement of stamp duty prior to lodgement at the Registrar-General's Office.

OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER
<p>all 1205244 d/v</p>		<p>curran</p>

CERTIFICATE OF REGISTRATION:

EXAMINED:	
VOLUME :FOLIO:	
REGISTERED:	<p>R</p>

OFFICE USE ONLY 2-10

DATE Time Out: 9-DEC-2003

Date Out:

Initials: R Assessed Value

ACT REVENUE OFFICE
ORIGINAL DULY STAMPED

Not liable
for Lease-Non Residential
154093 1 01/08/03

ANNEXURE

This is Annexure referred to in the Memorandum of Sublease

Dated 28 July 2003

Between

AUSTRALIAN CAPITAL TERRITORY

and

CANBERRA ARCHERY CLUB INCORPORATED

A000287

THE SCHEDULE

ITEM 1: LAND

Block 43 Section 59 Lyneham

ITEM 2: LESSOR

Australian Capital Territory a body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Commonwealth), represented for the purposes of this Sublease by the Department of Urban Service, Canberra Urban Parks and Places.

ITEM 3: LESSEE

Canberra Archery Club Incorporated

ITEM 4: PERMITTED USE

To be used as a sportsground with associated storage and toilet facilities.

ITEM 5: PREMISES

The whole of the Land and all Improvements.

ITEM 6: TERM

Ten years commencing on the date of execution of this Sublease with an option to extend for a further term of ten years, upon the agreement in writing of both parties.

ITEM 7: RENT

\$200.00 per year from the Commencement Date.

ITEM 8: PAYMENT OF RENT

During the Term, or any extension of renewal of the term of this sublease, Rent shall be paid to the Lessor at the address specified at Item 10 of this Schedule no later than 1 August of each year.

ITEM 9: INSURANCE

Public Liability: \$10 million per claim or event.

ITEM 10: ADDRESS FOR NOTICES TO LESSOR

Mr Rick Rand
Manager
Sport and Recreation Facilities
Canberra Urban Parks and Places
Level 8, Macarthur House
Wattle Street
LYNEHAM ACT 2602

PO Box 352
Civic Square ACT 2602

Phone: 02 6207 2313
Facsimile: 02 6207 5149

ITEM 11: ADDRESS FOR NOTICES TO LESSEE

Address for notices to Lessee

The Secretary
Canberra Archery Club Incorporated
PO Box 104
LYNEHAM ACT 2602

Phone: 02 1800 243 009
Fax: 02 6242 6656

1. DEFINITIONS AND INTERPRETATION

1.1 In this Sublease, unless the contrary intention appears:

"Authority" includes any government, local government or statutory body;

"Improvements" means all buildings and structures on the Land, plant and equipment mechanical or otherwise, fixtures, furniture and furnishings of whatsoever nature including window and floor coverings, blinds, light fittings in or upon Land and any further improvements or extensions supplied or erected on the Land by the Lessor from time to time;

"Land" means all that piece and parcel of land described in Item 1 of the Schedule;

"Lessee" means the party described in Item 3 of the Schedule and includes in the case of a natural person, the Lessee's executors administrators and permitted assigns, but otherwise, its successors and permitted assigns;

"Lessor" means the Australian Capital Territory, a body politic established under section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) represented by the department or agency specified in Item 2 of the Schedule;

"Outgoings" means all rates and taxes including land tax (on a single holding basis), charges, levies, assessments, duties, impositions and fees paid or payable by the Lessor to any Authority, in respect of the Premises or any part thereof during the Term but excluding income tax, if any, payable by the Lessor on its income;

"Premises" means such part of the Land and Improvements described in Item 5 of the Schedule;

"Term" means the period specified in Item 6 of the Schedule;

"Territory" means:

- (a) when used in a geographical sense, the Australian Capital Territory; and
- (b) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Commonwealth).

1.2 In this Sublease, unless the context otherwise requires:

- (1) The singular includes the plural and the masculine gender includes the feminine gender and the neuter gender and vice versa;
- (2) A covenant agreement or obligation on the part of more than one person shall be deemed to be entered into by those persons jointly and each of them severally;
- (3) The covenants on the part of the Lessor shall bind the registered proprietor for the time being of the Land on which or of part of which the Premises form part;
- (4) All Schedules annexed to this Lease form part of this Sublease;
- (5) Marginal notes and headings do not form part of this Sublease;
- (6) Where a reference is made to any body or authority such reference shall if the body or authority has ceased to exist be deemed a reference to the body or authority as then serves substantially the same objects as the body or authority and any reference to the President of such body or authority shall in the absence of a President be read as a reference to the Chief Executive Officer for the time being of the body or authority.

2. OCCUPATION OF THE PREMISES

2.1 The Lessor hereby grants to the Lessee a Sublease over the Premises for the Term.

2.2 Upon the expiry of the Term, if the Lessee continues in occupation of the Premises with the consent of the Lessor, the Lessee will do so as a Lessee from month to month subject to the terms and conditions in this Sublease (except clause 2.1) and may be terminated at any time by either Lessee or Lessor giving to the other one month's notice in writing.

3. ASSIGNMENT OR TRANSFER

The Lessee must not assign, transfer, mortgage or in any other way deal with its interest in this Sublease without the prior written consent of the Lessor.

4. PERMITTED USE

4.1 The Lessee will only use (and only permit others to use) the Premises for the purpose described in Item 4 of the Schedule.

- 8
- 4.2 In the event that the Lessee intends to use the Premises as an "overflow carpark" for major events held at the adjoining National Hockey and Tennis Centre, the Lessee shall obtain the prior written consent of the Lessor, such consent shall not be unreasonably withheld.

5. USE OF THE PREMISES AND ACCESS TO PUBLIC

- 5.1 The Lessee will not part with the possession of the Premises or any part thereof without the prior written consent of the Lessor.
- 5.2 Notwithstanding the permitted use and occupation of parts of the Premises by other non profit community groups, the Lessee is responsible for the whole of the Premises as set out in this Sublease.
- 5.3 In the absence of archery events being held on the Premises, the Lessee acknowledges that members of the public may walk across the Land and the Lessee shall not erect or place any barrier which would prevent such public access.
- 5.4 Where an archery event is to be held on the Premises, by or in connection with the Lessee, the Lessee shall erect barriers to restrict public access through the Premises for the duration of such events. In addition to the erection of such barriers, the Lessee shall erect signs at appropriate access points to the Premises to inform the public, who intend to gain access to the Premises, that a potentially dangerous activity will take place on the Premises. Such signs shall be of sufficient size to adequately inform the public, be displayed at prominent locations around the Premises, be erected at least one week before such events and shall specify the time period when access through the Premises will not be available to the public.

6. RENT

- 6.1 The Lessee agrees to pay the rent specified in Item 7 of the Schedule at the time and in the manner described in Item 8 of the Schedule or as the Lessor otherwise directs in writing.
- 6.2 If and when the Lessor becomes responsible to pay any goods and services or similar tax in respect of payments required to be made by the Lessee under the terms of this Sublease, then the Lessee shall be required to pay the amount of that tax (subject to any exemption under the relevant legislation) as well as those payments to the Lessee in the same manner and at the same time as is specified in Item 8 of the Schedule.

7. OUTGOINGS AND CHARGES

¶

The Lessee will pay all Outgoings for the Premises which include all water, sewerage, waste collection, gas, electricity charges and all costs and expenses associated with fire protection in respect of the Premises.

8. REPAIRS, MAINTENANCE AND CLEANING

- 8.1 The Lessee will at all times during the Term, repair and keep in good and substantial repair and condition, fair wear and tear excepted, the Premises, having regard to the repair and condition of the Premises on commencement of this Sublease.
- 8.2 Where any damage is caused to the Premises which is covered by a policy of insurance and those moneys are paid to either the Lessee or the Lessor then those moneys will be used to repair the damage caused to the Premises.
- 8.3 The Lessee will at all times during the Term and at its own expense keep the Premises (including trees, lawn and shrubs) in a well maintained, clean and tidy condition (including but not limited to garbage removal) to the reasonable satisfaction of the Lessor.
- 8.4 If and whenever the Lessee is in breach of its obligations under subclauses 8.1 or 8.3, the Lessor may by notice in writing to the Lessee specifying the repairs, maintenance and works needed, require the Lessee to effect the necessary work within 21 days of the date of the notice or such other period as may be agreed by the Lessor.
- 8.5 If the Lessee does not carry out the required work under clause 8.4, any person authorised by the Lessor with such equipment as is necessary may enter the Premises and carry out the necessary work.
- 8.6 The costs and expenses incurred by the Lessor in carrying out work pursuant to clause 8.5 will be paid by the Lessee to the Lessor on demand. From the date of such demand until paid such costs and expenses will, for all purposes of this Sublease, be considered a debt due and payable to the Lessor by the Lessee under this Sublease.

9. ALTERATIONS TO PREMISES

The Lessee shall not make any alteration to the Premises, including but not limited to the erection of fences or shed, whether of a temporary nature or not without the written consent of the Lessor, which consent shall not be unreasonably withheld.

10. INSURANCE AND INDEMNITIES

- 10.1 The Lessee will, in the joint names of the Lessor and the Lessee insure and keep insured the Premises (the value, policy and insurer to be

approved in writing by the Lessor) against damage by fire, storm, tempest, lightning, earthquake, civil commotion, strikes, enemy action, malicious persons and such other risks as the Lessor may by written notice require.

10.2 The Lessee will, on behalf of and in the name of the Lessor insure and keep insured the Lessor against any liability which the Lessor might suffer arising out of the use of the Premises or any part thereof by any person to the value specified in Item 9 of the Schedule.

10.3 The Lessee will take all reasonable precautions against the outbreak of fire on the Premises and immediately notify the Lessor in the event of any fire occurring on the Premises which does damage to the Premises. The Lessee will notify the Lessor of any damage caused to the Premises whether covered by a policy of insurance or not. The Lessee authorises the Lessor to conduct all negotiations with the insurer to settle any claim whether for damage to the Premises or public liability. The Lessor may by notice in writing to the Lessee permit the Lessee to negotiate and settle any claim contemplated as a consequence of damage to the Premises or injury to any person.

10.4 The Lessee will indemnify and keep indemnified the Lessor against any claims, proceedings or other actions and against all loss or damage to the Premises arising out of the use or occupation of the Premises or any part thereof by the Lessee or any employee or agent of the Lessee, except to the extent that such loss or damage is contributed to by the negligence of the Lessor and except where such loss or damage arises as a result of the Lessor carrying out works pursuant to clause 8.5.

10.5 The indemnity in clause 10.4 shall survive the expiration or earlier termination of this Sublease.

11. **OTHER RIGHTS AND OBLIGATIONS**

11.1 Right of Entry

The Lessee will permit the Lessor or any person or person duly authorised by the Lessor to enter upon the Premises on reasonable notice at any reasonable time or times for the purpose of inspection or effecting any repairs to the Premises.

11.2 Signs

The Lessee will not display erect or permit or suffer to be displayed or erected upon the Premises or any part thereof any advertisement sign or hoarding whatsoever without the prior written consent of the Lessor.

11.3 No Equipment or Vehicles

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Subject to subclause 4.2, except for equipment reasonably required to maintain and repair the Premises, the Lessee will not without the prior written consent of the Lessor (which consent will not be arbitrarily or unreasonably withheld) bring on to the Premises or permit any other person to bring on to the Premises any mechanical or heavy equipment or storage device or leave any vehicle on the Premises for any extended period of time.

11.4 Make Good

The Lessee will upon the expiration or earlier termination of this Sublease restore and make good to the satisfaction of the Lessor any damage to the Premises caused by the Lessee's occupation of the Premises, fair wear and tear excepted and having regard to the condition of the Premises on commencement of this Sublease.

11.5 Termination of Sublease

The Lessee agrees that it will not be entitled to receive any compensation from the Lessor upon the expiration, surrender or early termination of this Sublease in respect of any Improvement or any other building or other improvements upon the Land.

11.6 Sale of Alcohol

The Lessee will not sell or suffer or permit the sale of any alcoholic beverages on or in the Premises without the prior consent in writing of the Lessor.

11.7 Abandoned Property

Upon the expiration or earlier termination of this sublease, if any property is left on the Premises by the Lessee then the Lessor will treat these goods as being abandoned and may remove and dispose of this property in any manner the Lessor thinks fit. The Lessee agrees to meet all reasonable costs involved in the disposal or storage of such property PROVIDED THAT if the Lessor has disposed of the property by sale, the costs of such a sale and any other amounts owing by the Lessee to the Lessor, however incurred, will be deducted from the proceeds of such sale.

11.8 Compliance with Laws

The Lessee will comply with all Acts, Regulations, building codes and practices, occupational health and safety legislation and health legislation in force in the Territory relating to its use of the Premises.

8

11.9 Legal Costs and Registration

The Lessor and Lessee will bear their own legal costs in relation to the preparation and registration of this Sublease and the Lessee will pay registration fees payable in respect of this Sublease.

11.10 Rights and Remedies

All rights, remedies and powers of the Lessor under this Sublease will remain in force notwithstanding any neglect, forbearance or delay in the enforcement thereof.

12. **QUIET ENJOYMENT**

If the Lessee pays the rent and complies with the covenants and conditions of this Sublease the Lessee will be entitled to quietly enjoy the Premises, subject to the terms of this Sublease, without interruption by the Lessor or any person lawfully claiming from or under or in trust for the Lessor.

13. **DISPUTE RESOLUTION**

The parties acknowledge that in order to minimise any dispute in relation to this Sublease they should first, without delay and in good faith, attempt to resolve such dispute by way of informal negotiations prior to commencing any proceedings.

14. **TERMINATION**

14.1 If:

- (a) any rent payable under this Sublease remains unpaid for 30 days after it is due or after written notice is given to the Lessee for its payment;
- (b) where the Lessee is a corporation or an incorporated association, action is taken by way of an order, decision or resolution for the winding up or cancellation of the registration of the Lessee; or
- (c) the Lessee fails to observe or perform any other of the covenants or obligations of this Sublease and does not remedy such a failure within 30 days from the date of service on the Lessee of a written notice from the Territory specifying the nature of the failure,

the Territory may terminate this Sublease without prejudice to any claim which the Lessor may have against the Lessee for any breach of the covenants by the Lessee.

14.2 The acceptance of rent or other monies by the Territory during or after any period referred to in paragraph 14.1(c) shall not prevent or impede the exercise by the Territory of the powers conferred upon it under clause 14.1.

14.3 Without any prejudice to the rights and remedies accrued in favour of each party, either party may terminate this Sublease at any time by giving 12 months notice in writing to the other.

15. NOTICES

15.1 Any notice, payment or receipt required or permitted to be given for the purposes of this Sublease will be deemed to have been duly given if delivered personally, or left at, or posted by ordinary prepaid mail or where appropriate sent by facsimile transmission to the address or facsimile number referred to in Items 10 and 11 of the Schedule.

15.2 A notice, payment or receipt:

- (a) if posted, will be deemed to be received three days after posting; or
- (b) if sent by facsimile transmission, will be deemed to be received upon completion of that transmission.

Date: 28 July 2003

EXECUTION PAGE

SIGNED

for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
by:

Richard Rand

Signature of Authorised Officer

in the presence of:

S. Ashcroft
Signature of Witness

BRIAN ASHCROFT
Name of Witness

SIGNED

for and on behalf of the
CANBERRA ARCHERY CLUB
by:

Signature of Authorised Officer

in the presence of:

Signature of Witness

Name of Witness

THE COMMON SEAL of the
CANBERRA ARCHERY CLUB INC

Was affixed in the presence of



R. Matthews

Signature of Authorised Officer

Club President

Office held

Roger Matthews

Name
(block letters)

Stuart Atkins

Signature of Authorised Officer

Treasurer

Office held

Stuart Atkins

Name
(block letters)

ATTACHMENT "A"
DISCLOSURE STATEMENT

ADVICE TO TENANTS (& SUBTENANTS)

Before signing agreements to lease or leases you should ensure you fully understand the documents. If you have any doubt you should seek independent legal advice. A disclosure statement must be given to you at least 7 days before you enter into a lease. The owner is required to tell you where you may obtain a copy of the Code of Practice for Retail and Commercial Leases and provide you with a copy of the form of the proposed lease as early as practicable in the negotiations. Make sure you have these documents before you sign anything.

- NOTE: 1. Where there is insufficient space on this form, please attach additional sheets.
2. A copy of the Code is available from the Publications Area, Plaza Level, Allara House, Canberra City.

TENANCY DETAILS

Address of Premises/Shop No:	Lettable Area (sq.m):
Permitted Use of Premises:	
Lease Period:	Option Periods (if any):
Finishes to be provided by the owner:	
Hours of access to premises outside trading hours	
Date on which premises will be available for occupation by the tenant:	
Owner's requirements as to quality and standard of fittings in premises:	
State what finishes, fixtures, fittings, equipment and services will be provided by the owner and who will be responsible to maintain, insure, repair or replace them:	
State what finishes, fixtures, fittings, equipment and services will be provided by the tenant and who will be responsible to maintain, insure, repair or replace them:	

Rent:	
Method for calculating rent:	Rent for the period:
1. Commencement Date:	
2. Formula:	from
3. Rent reviews:	
- frequency	
- nature	

ESTIMATED OUTGOINGS TO BE PAID BY THE TENANT

DETAILS OF OUTGOINGS	ESTIMATE \$p.a.	DETAILS OF OUTGOINGS	ESTIMATE \$p.a.
Air Conditioning/Ventilation	N/a	Audit fees:	N/a
Building Intelligence & Emergency Systems:	N/a	Cleaning:	N/a
Car Parking:	N/a	Child Minding:	N/a
Electricity:	N/a	Energy Management Systems:	N/a
Fire Protection:	N/a	Gardening:	N/a
Gas & Oil:	N/a	Uniforms:	N/a
Land Tax:	N/a	Lifts and escalators:	N/a
Management Costs:	N/a	General rates:	N/a
Pest Control:	N/a	Provision for Maintenance:	N/a
Public Address/Music:	N/a	Water & Sewerage Rates:	N/a
Security:	N/a	Sewerage Disposal & Sullage:	N/a
Signs:	N/a	Telephones (Public):	N/a

Repairs and Maintenance:	
Insurance:	
Formula for apportionment of outgoings if tenant not liable for total amount	
Additional outgoings to be borne by tenant (to be specified)	

SHOPPING CENTRE DETAILS (IF APPLICABLE)

Name of Shopping Centre:		
Address of Shopping Centre:	Suburb/Town:	Postcode:
Number of Premises in Shopping Centre:	Total Lettable Area (sq.m):	
Parking Facilities at Shopping Centre:		
Number of bays for customers:	Number of bays for tenants:	
Facilities and services provided by the owner:		
Changes or developments planned by the owner and timing of any changes or developments for:		
1. Shopping Centre:		
2. Surrounding Roads:		
Core trading hours (the times when the premises in the shopping centre are required to be open for business):		
Tenant mix:		
Tenant Association:		
No	Yes	
Attach details of constitution, voting rights and conditions, including contributions.		
Contribution to shopping centre advertising and promotion:		
No	Yes	

Tenant's estimated contribution, if any: \$ _____ per annum.

DETAILS AS TO AGREEMENTS OR REPRESENTATIONS

Give details of any other agreements between owner and tenant, or representations made by owner or tenant (including undertakings given in relation to exclusivity or limitations on competing uses agreed between the parties).

DECLARATION BY OWNER

I acknowledge that all details and statements in this Disclosure Statement are true and correct.

Name of owner:

Address of owner:

Signed by)
for and on behalf of the Australian)
Capital Territory:)

.....

Date:

DECLARATION BY TENANT

I acknowledge receipt of this Disclosure Statement on behalf of the Canberra Archery Club:

Address of Tenant:

Signature:

Name (in print):

Position in organisation:

Date:

ATTACHMENT "B"

Distribution of Lessor and Lessee responsibilities in relation to building expenses

Details of Expense Item	Percentage of Lessor responsibility for expense (A)	Percentage of Lessee responsibility for expense (B)
BUILDING EMERGENCY SYSTEMS		100%
Fire Brigade monitoring		
Fire Protection - Fire extinguishers		
Fire Protection - Fire lines		
Fire Protection contract		
CLEANING		100%
Cleaning - general		
Cleaning - Toilet requisites		
Cleaning - windows internal		
Cleaning - windows external		
Rubbish removal/tradewaste bins		
ENERGY (Electricity & Gas)		100%
Electrical & Gas to operate plant including airconditioning		
Electrical & Gas to operate plant, airconditioning and energy consumption after hours		
Electrical consumption Such as lighting, power, data points (not plant operating)		

Details of Expense Item	Percentage of Pessor responsibility for expense (A)	Percentage of Lessee responsibility for expense (B)
ENGINEERING CHARGES		100%
Engineers Fees		
FITOUT		100%
Tenancy fitout		
GARDENING		100%
Landscaping - external to the building footprint		
Landscaping - internal		
INSURANCE		100%
Insurance - building		
Insurance - Plant breakdown		
Insurance - Plate Glass		
Insurance - Public Liability		
MANAGEMENT FEE		100%
Management fees		
RATES		N/a
Land Tax		
Water & Sewerage		
REPAIRS and MAINTENANCE		100%
Air conditioning repairs		
Airconditioning Contract Fees		
Carpentry		
Doors - automatic		
Doors - external roller shutter		

Details of Expense Item	Percentage of Lessor responsibility for expense (A)	Percentage of Lessee responsibility for expense (B)
Electrical		
Floor coverings - wooden finish		
Floor coverings other		
Grease Traps maintenance		
Hydraulic Services		
Lift - Scissor lift		
Lifts Contract Fees		
Lifts - non routine		
Lifts telephone		
Locks and Keys		
Mechanical Services		
Painting		
Pest Control		
Toilets		
SECURITY		100%
Security systems - Internal		
Security systems - External		
SIGNS		100%
Signage- Internal		
Signage - External		

Note 1: Energy includes electricity and gas.

LODGED BY: Rick Ray
 Bureau of Sport & Recreation
 BOX NO: 6207 2313

1233243



AUSTRALIAN CAPITAL TERRITORY GOVERNMENT
LEASE

L

LAND TITLES ACT 1925

The lessor as registered proprietor of the land in Item 1 leases to the lessee the area described in Item 5. This lease is subject to the mortgages, encumbrances and other instruments affecting the land, including any created by dealings lodged prior to this lease.

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT (Unit Titles only)	VOL:FOL	INSTRUMENT NO.
Griffith	22	9		1612:44	

2. LESSOR (FULL NAME AND ADDRESS OF LESSOR / SUBLESSOR / UNDERLESSOR)

Name: Australian Capital Territory a body politic established under section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Commonwealth)
*Bureau of Sport & Recreation
 Level 1 Homswold Building Ansett St. Tuggerahong
 299*

3. LESSEE (FULL NAME AND ADDRESS OF LESSEE / SUBLESSEE / UNDERLESSEE, SURNAME LAST)

Name: Eastlake Football Club Incorporated (A45) an association incorporated under the Associations Incorporation Act 1991 (ACT) having its registered office at Corner of Eyre and Oxley Streets, Griffith ACT 2603

4. FORM OF TENANCY

JOINT TENANTS / TENANTS IN COMMON IN
 N/A

5. AREA BEING LEASED (EG. WHOLE OR DESCRIPTION OF SUBLET AREA)

Whole

6. TERM OF LEASE

TERM: Five years (5) COMMENCING: 31 October 2001
 TERMINATING: 31 October 2006 YEARLY RENT: \$1000.00

- THE COVENANTS IMPLIED AT SECTION 119 AND 120 OF THE LAND TITLES ACT 1925 ARE HEREBY NEGATED (DELETE IF INAPPLICABLE).
- ~~THE PROVISIONS SET FORTH IN MEMORANDUM OF PROVISIONS NO. _____ FILED IN THE OFFICE OF THE REGISTRAR GENERAL ARE DEEMED TO BE INCORPORATED HEREIN / AS MODIFIED BY ANNEXURE HERETO (DELETE IF INAPPLICABLE).~~
- THE COVENANTS AND CONDITIONS SET OUT IN THE ANNEXURE HERETO ARE DEEMED TO BE INCORPORATED HEREIN (DELETE IF INAPPLICABLE).

7. CONSENTING PARTY / PARTIES

I / WE CONSENT HERETO:

 SIGNATURE/S

See Annexure "A"

8. DATE

[Empty box for date]

9. EXECUTION

SIGNED IN MY PRESENCE BY THE LESSOR :

SIGNATURE OF LESSOR. FULL NAME AND SIGNATURE OF WITNESS.

SIGNED IN MY PRESENCE BY THE LESSEE.

SIGNATURE OF LESSEE. FULL NAME AND SIGNATURE OF WITNESS.

INSTRUCTIONS FOR COMPLETION

- * The information collected by this form is authorised by the *Land Titles Act 1925*, will be used for the purposes of that Act and will be available for search pursuant to sections 65 and 66 of that Act. It will also be made available to government agencies for statistical and administrative purposes and to non-government persons and organisations concerned with land. A fee may apply to any or all of the above.
- * Delete where inapplicable.
- * This document should clearly indicate the identifiers of all land affected.
- * Complete or rule up all boxes.
- * Execution of document by-
 - Natural Person- Should be witnessed by an adult person who is not a party to the document.
 - Attorney- If this document is executed by an attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg "AB by his/her attorney XY pursuant to Power of Attorney A.C.T. registered no of which he/she has no notice of revocation".
 - Corporation- Section 127 of the *Corporations Law* provides that a company may now validly execute a document with or without using a Common Seal if the document is signed by:
 - (a) two directors of the company,
 - (b) a director and a secretary of the company; or
 - (c) where the company is a proprietary company and has a sole director who is also the sole company secretary, that director.
- Legal Practitioner- A legal practitioner may not execute this document on behalf of the sublessor or sublessee unless appointed under a registered power of attorney for that purpose.**
- * Alterations should not be made by erasure but by scoring through with a pen and the words substituted written above them verified by initials in the margin.
- * Typewriting and handwriting should be clear, legible and in permanent black ink.
- * If additional space is required, additional sheets should be properly annexed to the memorandum.
- * This document should be presented for assessment, payment, and endorsement of stamp duty prior to lodgement at the Registrar-General's Office.

consent received by [signature]
24.1.02. CK to
registrar D. Krajina said

OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER
1612:44	—	[Signature]

CERTIFICATE OF REGISTRATION:

EXAMINED:	[Signature]
VOLUME :FOLIO:	[Signature]
REGISTERED:	[Signature]

DATE: 24 JAN 2002

ACT REVENUE OFFICE

ACT STAMP DUTY

assessed value

Not liable
 for Land Inclusion Fee-fee
 0062237 0001 05/11/01

ANNEXURE "A"

8. DATE

30 October 2001

9. EXECUTION

Signed in my presence by the Lessor

Richard Martin Rand, a person authorized to sign for and on behalf of the Australian Capital Territory

Richard Rand

Michael Peter Amato

Michael Peter Amato

Signature of Lessor

Signature of Witness

Signed in my presence by the Lessee

Signed in my presence by the Lessee

[Signature]

Signature of Director

[Signature]

Signature of Witness

The COMMON SEAL of EASTLAKE FOOTBALL CLUB INCORPORATED was hereunto affixed by authority of the Board of Directors in the presence of:

[Signature]

Signature of Director/Secretary

[Signature]

Signature of Director



ANNEXURE

This is Annexure referred to in the Memorandum of Sublease consisting
20 pages dated 30 October 2001 between

AUSTRALIAN CAPITAL TERRITORY
and
EASTLAKE FOOTBALL CLUB INC
A45

THE SCHEDULE

ITEM 1: LAND

Block 9, Section 22, Division of Griffith

ITEM 2: LESSOR

Australian Capital Territory a body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Commonwealth), represented for the purposes of this sublease by the Bureau of Sport and Recreation, an administrative unit of the Department of Education and Community Services.

ITEM 3: LESSEE

Eastlake Football Club Incorporated (A45) an association incorporated under the *Associations Incorporation Act 1991* (ACT) and having its registered address at Corner of Eyre and Oxley Streets, Griffith in the Australian Capital Territory.

ITEM 4: PERMITTED USE

To be used as a sportsground and car park.

ITEM 5: PREMISES

The whole of the Land and all Improvements.

ITEM 6: TERM

(a) Initial Term: 5 years

(b) Further Term: 5 years

ITEM 7: RENT

\$1000.00 per year from the Commencement Date.

ITEM 8: PAYMENT OF RENT

During the Term, or any extension of renewal of the term of this sublease rent shall be paid to the lessor at the address specified at Item 10 of this Schedule no later than 1 August of each year.

ITEM 9: INSURANCE

Public Liability: \$20 million per claim or event.

ITEM 10: ADDRESS FOR NOTICES TO LESSOR

Manager
Sportsgrounds & Planning
Bureau of Sport and Recreation
Level 1, Homeworld Building
Anketell Street
TUGGERANONG ACT 2901

PO Box 1156
Tuggeranong ACT 2901

Phone: 02 6207 2313
Facsimile: 02 6207 2071

ITEM 11: ADDRESS FOR NOTICES TO LESSEE

General Manager
Eastlake Football Club
Cnr Eyre & Oxley Streets
GRIFFITH ACT 2604

PO Box 4167
Kingston ACT 2604

Phone: 02 6295 7525
Fax: 02 6239 6705

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Sublease, unless the contrary intention appears:

"GST Law" means:

- (a) the GST Act and
- (b) any Act that imposes GST;
- (c) the A New Tax System (Goods and Services Tax Transition) Act 1999;
- (d) the Taxation Administration Act 1953, so far as it relates to any Act covered by paragraphs (a) to (c);
- (e) any other Act, so far as it relates to any Act covered by paragraphs (a) to (d) (or to so much of the Act as is covered);
- (f) regulations under any Act, so far as they relate to any Act covered by paragraphs (a) to (e) (or to so much of the Act as is covered);

"GST" means tax that is payable under the GST law and imposed as goods and services tax by any of these:

- (a) the A New Tax System (Goods and Services Tax Imposition - General) Act 1999; or
- (b) the A New Tax System (Goods and Services Tax Imposition - Customs) Act 1999; or
- (c) the A New Tax System (Goods and Services Tax Imposition - Excise) Act 1999; or

"GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 as amended;

"Authority" includes any government, local government or statutory body.

"Commencement Date" means the date on which this Sublease is signed by both parties.

"Improvements" means all buildings and structures on the Land, plant and equipment mechanical or otherwise, fixtures, furniture and furnishings of whatsoever nature including window and floor coverings, blinds, light fittings in or upon Land and any further improvements or extensions supplied or erected on the Land by the Lessor from time to time;

"Inventory" has the meaning as described in paragraph 11.4 of this Sublease.

"Land" means all that piece and parcel of land described in Item 1 of the Schedule;

"Lessee" means the party described in Item 3 of the Schedule and includes in the case of a natural person, the Lessee's executors administrators and permitted assigns, but otherwise, its successors and permitted assigns;

"Lessee's Fixtures and Fittings" means the fixtures, fittings, structural alterations, improvements and additions installed by the Lessee on the Premises;

"Lessor" means the Australian Capital Territory, a body politic established under section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) represented by the department or agency specified in Item 2 of the Schedule;

"Outgoings" means all rates and taxes including land tax (on a single holding basis), charges, levies, assessments, duties, impositions, fees and consumption charges, including electricity and gas charges, paid or payable by the Lessor to any Authority, in respect of the Premises or any other part thereof during the Term but excluding income tax, if any, payable by the Lessor on its income;

"Premises" means such part of the Land and Improvements described in Item 5 of the Schedule;

"Term" means the period specified in Item 6 of the Schedule;

"Territory" means:

- (a) when used in a geographical sense, the Australian Capital Territory; and
- (b) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Commonwealth).

1.2 In this Sublease, unless the context otherwise requires:

- (a) The singular includes the plural and the masculine gender includes the feminine gender and the neuter gender and visa versa;
- (b) A covenant agreement or obligation on the part of more than one person shall be deemed to be entered into by those persons jointly and each of them severally;

- (c) The covenants on the part of the Lessor shall bind the registered proprietor for the time being of the Land on which or of part of which the Premises form part;
- (d) All Schedules annexed to this Lease form part of this Sublease;
- (e) Marginal notes and headings do not form part of this Sublease;
- (f) Where a reference is made to any body or authority such reference shall if the body or authority has ceased to exist be deemed a reference to the body or authority as then serves substantially the same objects as the body or authority and any reference to the President of such body or authority shall in the absence of a President be read as a reference to the Chief Executive Officer for the time being of the body or authority.

2. TERM

- 2.1 The Lessor hereby grants to the Lessee a Sublease over the Premises for the Term.
- 2.2 Upon the expiry of the Term, if the Lessee continues in occupation of the Premises with the consent of the Lessor, the Lessee will do so as a Lessee from month to month subject to the terms and conditions in this Sublease (except clause 2.1) and may be terminated at any time by either Lessee or Lessor giving to the other one month's notice in writing.
- 2.3 The Lessor may, upon written request of the Lessee delivered to the Lessor at least 3 months prior to the expiration of the Term of this Sublease, renew this Sublease for the further term as set out in Item 6(b) of the Schedule.
- 2.4 The exercise of the option by the Lessor to renew this Sublease is to be effected by way of the execution of a new sublease upon the same terms and conditions in this Sublease, except this clause and except rent which shall be determined by the Lessor in its absolute discretion.

3. ASSIGNMENT OR TRANSFER

The Lessee must not assign, transfer, mortgage or in any other way deal with its interest in this Sublease without the prior written consent of the Lessor.

4. PERMITTED USE

The Lessee will only use (and only permit others to use) the Premises for the purpose described in Item 4 of the Schedule.

5. USE OF THE PREMISES AND ACCESS TO PUBLIC

The Lessee will not part with the possession of the Premises or any part thereof without the prior written consent of the Lessor.

6. RENT

6.1 The Lessee agrees to pay the rent specified in Item 7 of the Schedule at the time and in the manner described in Item 8 of the Schedule or as the Lessor otherwise directs in writing.

6.2 The Lessee shall pay to the Lessor, from time to time, in addition to the amount payable under this sublease, amounts equivalent to the GST payable by the Lessor in respect of anything which is a taxable supply for the purposes of the GST Act under this Sublease.

7. OUTGOINGS AND CHARGES

The Lessee will pay all Outgoings for the Premises which include all water, sewerage, waste collection, gas, electricity charges and all costs and expenses associated with fire protection in respect of the Premises.

8. REPAIRS, MAINTENANCE AND CLEANING

8.1 The Lessee will at all times during the Term, repair and keep in good and substantial repair and condition, fair wear and tear excepted, the Premises, having regard to the repair and condition of the Premises on commencement of this Sublease.

8.2 Where any damage is caused to the Premises which is covered by a policy of insurance and those moneys are paid to either the Lessee or the Lessor then those moneys will be used to repair the damage caused to the Premises.

8.3 The Lessee will at all times during the Term and at its own expense keep the Premises in a well maintained (including trees, lawns and shrubs), clean and tidy condition (including but not limited to garbage removal) to the reasonable satisfaction of the Lessor.

8.4 If and whenever the Lessee is in breach of its obligations under subclauses 8.1 or 8.3, the Lessor may by notice in writing to the Lessee specifying the repairs, maintenance and works needed, require the Lessee to effect the necessary work within 21 days of the date of the notice or such other period as may be agreed by the Lessor.

8.5 If the Lessee does not carry out the required work under clause 8.4, any person authorised by the Lessor with such equipment as is necessary may enter the Premises and carry out the necessary work.

- 8.6 The reasonable costs and expenses incurred by the Lessor in carrying out work pursuant to clause 8.5 will be paid by the Lessee to the Lessor on demand. From the date of such demand until paid such costs and expenses will, for all purposes of this Sublease, be considered a debt due and payable to the Lessor by the Lessee under this Sublease.
- 8.7 The Lessor agrees to pay the costs of any repairs to any part of the Premises where cost of the repairs exceeds \$1000.00 per item of repair within 28 days from receipt of written notice from the Lessee with the exception of repairs required due to any negligence of the Lessee.

9. ALTERATIONS TO PREMISES

The Lessee shall not make any alteration to the Premises, including but not limited to the erection of fences or shed, whether of a temporary nature or not without the written consent of the Lessor, which consent shall not be reasonably refused.

10. INSURANCE AND INDEMNITIES

- 10.1 The Lessee will, in the joint names of the Lessor and the Lessee insure and keep insured the Premises (the value, policy and insurer to be approved in writing by the Lessor) against damage by fire, storm, tempest, lightning, earthquake, civil commotion, strikes, enemy action, malicious persons and such other risks as the Lessor may by written notice require.
- 10.2 The Lessee will, on behalf of and in the name of the Lessor insure and keep insured the Lessor against any liability which the Lessor might suffer arising out of the use of the Premises or any part thereof by any person to the value specified in Item 9 of the Schedule.
- 10.3 The Lessee will take all reasonable precautions against the outbreak of fire on the Premises and immediately notify the Lessor in the event of any fire occurring on the Premises which does damage to the Premises. The Lessee will notify the Lessor of any damage caused to the Premises whether covered by a policy of insurance or not. The Lessee authorises the Lessor to conduct all negotiations with the insurer to settle any claim for damage to the Premises or public liability. The Lessor may by notice in writing to the Lessee permit the Lessee to negotiate and settle any claim contemplated as a consequence of damage to the Premises or injury to any person.
- 10.4 The Lessee will indemnify and keep indemnified the Lessor against any claims, proceedings or other actions and against all loss or damage to the Premises or the Land arising out of the use or occupation of the

Premises or any part thereof by the Lessee or any person authorised by the Lessee.

- 10.5 The indemnity in clause 10.4 shall survive the expiration or earlier termination of this Sublease.

11. OTHER RIGHTS AND OBLIGATIONS

11.1 Right of Entry

The Lessee will permit the Lessor or any person or person duly authorised by the Lessor to enter upon the Premises on reasonable notice at any reasonable time or times for the purpose of inspection or effecting any repairs to the Premises.

11.2 Signs

The Lessee will not display erect or permit or suffer to be displayed or erected upon the Premises or any other part thereof any advertisement sign or hoarding whatsoever without the prior written consent of the Lessor.

11.3 No Equipment or Vehicles

Except for equipment reasonably required to maintain and repair the Premises, the Lessee will not without the prior written consent of the Lessor (which consent will not be arbitrarily or unreasonably withheld) bring on to the Premises or permit any other person to bring on to the Premises any mechanical or heavy equipment or storage device or leave any vehicle on the Premises for any extended period of time, with the exception of vehicles in the carparking area.

11.4 Make Good

- (a) Within one month of this Sublease the parties are to jointly make an inventory to record the condition of the Premises at the commencement of the Sublease ("the Inventory").
- (b) The Lessee will upon the expiration or earlier termination of this Sublease remove any of the Lessee's Fixtures and Fittings, restore and make good to the reasonable satisfaction of the Lessor any damage (excluding any damage by fair wear and tear) to the Premises having regard to the Inventory.

11.5 Termination of Sublease

The Lessee agrees that it will not be entitled to receive any compensation from the Lessor upon the expiration, surrender or early

termination of this Sublease in respect of any building or other improvements upon the Land.

11.6 Abandoned Property

Upon expiration or earlier termination of this Sublease, if any property is left on the Premises by the Lessee then the Lessor will treat these goods as being abandoned and may remove and dispose of this property in any manner the Lessor thinks fit. The Lessee agrees to meet all reasonable costs involved in the disposal or storage of such property PROVIDED THAT if the Lessor had disposed of the property by sale, the costs of such a sale and any other amounts owing by the Lessee to the Lessor, however, incurred, will be deducted from the proceeds of such sale.

11.7 Compliance with Laws

The Lessee will comply with all Acts, Regulations, building codes and practices, occupational health and safety legislation and health legislation in force in the Territory relating to its use of the Premises.

11.8 Legal Costs and Registration

The Lessor and Lessee will bear their own legal costs in relation to the preparation and registration of this Sublease and the Lessee will pay registration fees payable in respect of this Sublease.

11.9 Rights and Remedies

All rights, remedies and powers of the Lessor under this Sublease will remain in force notwithstanding any neglect, forbearance or delay in the enforcement thereof.

12. **QUIET ENJOYMENT**

If the Lessee pays the rent and complies with the covenants and conditions of this Sublease the Lessee will be entitled to quietly enjoy the Premises, subject to the terms of this Sublease, without interruption by the Lessor or any person lawfully claiming from or under or in trust for the Lessor.

13. **DISPUTE RESOLUTION**

The parties acknowledge that in order to minimise any dispute in relation to this Sublease they should first, without delay and in good faith, attempt to resolve such dispute by way of informal negotiations prior to commencing any proceedings.

14. TERMINATION**14.1 If:**

- (a) any rent payable under this Sublease remains unpaid for 30 days after it is due or after written notice is given to the Lessee for its payment;
- (b) where the Lessee is a corporation or an incorporated association, action is taken by way of an order, decision or resolution for the winding up or cancellation of the registration of the Lessee;
- (c) the Lessee fails to observe or perform any other of the covenants or obligations of this Sublease and does not remedy such a failure within 30 days from the date of service on the Lessee of a written notice from the Territory specifying the nature of the failure or any other period specified in the notice; or
- (d) the Territory requires the Premises for any other purpose than specified in Item 4 of the Schedule including but not limited to redevelopment or resale,

the Territory may terminate this Sublease without prejudice to any claim which the Lessor may have against the Lessee for any breach of the covenants by the Lessee.

14.2 The acceptance of rent or other monies by the Territory during or after any period referred to in paragraph 14.1(c) shall not prevent or impede the exercise by the Territory of the powers conferred upon it under clause 14.1.

14.3 Without any prejudice to the rights and remedies accrued in favour of each party, either party may terminate this Sublease at any time by giving 12 months notice in writing to the other.

15. NOTICES

15.1 Any notice, payment or receipt required or permitted to be given for the purposes of this Sublease will be deemed to have been duly given if delivered personally, or left at, or posted by ordinary prepaid mail or where appropriate sent by facsimile transmission to the address or facsimile number referred to in Items 10 and 11 of the Schedule.

15.2 A notice, payment or receipt:

- (a) if posted, will be deemed to be received three days after posting; or

- (b) if sent by facsimile transmission, will be deemed to be received upon completion of that transmission.

ATTACHMENT "A"

DISCLOSURE STATEMENT

ADVICE TO TENANTS (& SUBTENANTS)

Before signing agreements to lease or leases you should ensure you fully understand the documents. If you have any doubt you should seek independent legal advice. A disclosure statement must be given to you at least 7 days before you enter into a lease. The owner is required to tell you where you may obtain a copy of the Code of Practice for Retail and Commercial Leases and provide you with a copy of the form of the proposed lease as early as practicable in the negotiations. Make sure you have these documents before you sign anything.

- NOTE: 1. Where there is insufficient space on this form, please attach additional sheets.
2. A copy of the Code is available from the Publications Area, Plaza Level, Allara House, Canberra City.

TENANCY DETAILS

Address of Premises/Shop No:	Lettable Area (sq.m):
Permitted Use of Premises:	
To be used as a sportsground and carpark	
Lease Period:	Option Periods (if any):
5 years	One 5 year option
Finishes to be provided by the owner:	
Hours of access to premises outside trading hours	
Lessee has unlimited access	
Date on which premises will be available for occupation by the tenant:	
Date of Commencement	
Owner's requirements as to quality and standard of fittings in premises:	
To meet relevant ACT and Australian Standards	
State what finishes, fixtures, fittings, equipment and services will be provided by the owner and who will be responsible to maintain, insure, repair or replace them:	
N/A	
State what finishes, fixtures, fittings, equipment and services will be provided by the tenant and who will be responsible to maintain, insure, repair or replace them:	
N/A	

Rent:	\$1,000.00 per year
Method for calculating rent:	N/A
1. Commencement Date:	Date of commencement of Sublease
2. Formula:	N/A
3. Rent reviews: - frequency - nature	N/A

ESTIMATED OUTGOINGS TO BE PAID BY THE TENANT

DETAILS OF OUTGOINGS	ESTIMATE \$p.a.	DETAILS OF OUTGOINGS	ESTIMATE \$p.a.
Air Conditioning/Ventilat ion	N/A	Audit fees:	N/A
Building Intelligence & Emergency Systems:	N/A	Cleaning:	N/A
Car Parking:	N/A	Child Minding:	N/A
Electricity:	N/A	Energy Management Systems:	N/A
Fire Protection:	N/A	Gardening:	N/A
Gas & Oil:	N/A	Uniforms:	N/A
Land Tax:	N/A	Lifts and escalators:	N/A
Management Costs:	N/A	General rates:	N/A
Pest Control:	N/A	Provision for Maintenance:	N/A
Public Address/Music:	N/A	Water & Sewerage Rates:	N/A
Security:	N/A	Sewerage Disposal & Sullage:	N/A
Signs:	N/A	Telephones (Public):	N/A

Repairs and Maintenance:	
Insurance:	N/A
Formula for apportionment of outgoings <u>if tenant not liable for total amount</u>	
N/A	
Additional outgoings to be borne by tenant (to be specified)	
N/A	

SHOPPING CENTRE DETAILS (IF APPLICABLE)

Name of Shopping Centre: N/A		
Address of Shopping Centre:	Suburb/Town:	Postcode:
Number of Premises in Shopping Centre:	Total Lettable Area (sq.m):	
Parking Facilities at Shopping Centre: Number of bays for customers: _____ Number of bays for Tenants: _____		
Facilities and services provided by the owner:		
Changes or developments planned by the owner and timing of any changes or developments for: 1. Shopping Centre: 2. Surrounding Roads:		
Core trading hours (the times when the premises in the shopping centre are required to be open for business):		
Tenant mix:		
Tenant Association: No Yes Attach details of constitution, voting rights and conditions, including contributions.		
Contribution to shopping centre advertising and promotion: No Yes		

Tenant's estimated contribution, if any: \$ _____ per annum.

DETAILS AS TO AGREEMENTS OR REPRESENTATIONS

Give details of any other agreements between owner and tenant, or representations made by owner or tenant (including undertakings given in relation to exclusivity or limitations on competing uses agreed between the parties).

DECLARATION BY OWNER

I acknowledge that all details and statements in this Disclosure Statement are true and correct.

Name of owner:

Address of owner:

Signed by)
for and on behalf of the Australian)
Capital Territory:)

.....

Date:

DECLARATION BY TENANT

I acknowledge receipt of this Disclosure Statement on behalf of the Cultural Facilities Corporation:

Address of Tenant:

Signature:

Name (in print):

Position in organisation:

Date:

Distribution of Lessor and Lessee responsibilities in relation to building expenses

Details of Expense Item	Percentage of Lessor responsibility for expense (A)	Percentage of Lessee responsibility for expense (B)
BUILDING EMERGENCY SYSTEMS		
Fire Brigade monitoring	N/A	
Fire Protection - Fire extinguishers	N/A	
Fire Protection - Fire lines	N/A	
Fire Protection contract	N/A	
CLEANING		
Cleaning - general	NIL	100%
Cleaning - Toilet requisites	NIL	100%
Cleaning - windows internal	NIL	100%
Cleaning - windows external	NIL	100%
Rubbish removal/tradewaste bins	NIL	100%
ENERGY (Electricity & Gas)		
Electrical & Gas to operate plant including airconditioning	NIL	100%
Electrical & Gas to operate plant, airconditioning and energy consumption after hours	NIL	100%
Electrical consumption Such as lighting, power, data points (not plant operating)	NIL	100%

Details of Expense Item	Percentage of Lessor responsibility for expense (A)	Percentage of Lessee responsibility for expense (B)
ENGINEERING CHARGES		
Engineers Fees	N/A	
FITOUT		
Tenancy fitout	NIL	100%
GARDENING		
Landscaping - external to the building footprint	NIL	100%
Landscaping - internal	NIL	100%
INSURANCE		
Insurance - building	N/A	
Insurance - Plant breakdown	N/A	
Insurance - Plate Glass	N/A	
Insurance - Public Liability	NIL	100%
MANAGEMENT FEE		
Management fees	N/A	
RATES		
Land Tax	NIL	100%
Water & Sewerage	NIL	100%
REPAIRS and MAINTENANCE		
Air conditioning repairs	N/A	
Air conditioning Contract Fees	N/A	
Carpentry	100% to meet "fair wear and tear" subject to subclause 8.7	100% to meet damage due to Lessee or to meet Lessee's specific needs
Doors - automatic	N/A	
Doors - external roller shutter	N/A	

Details of Expense Item	Percentage of Lessor responsibility for expense (A)	Percentage of Lessee responsibility for expense (B)
Electrical	100% to meet "fair wear and tear" subject to subclause 8.7	100% to meet damage due to Lessee or to meet Lessee's specific needs
Floor coverings - wooden finish	100% to meet "fair wear and tear" subject to subclause 8.7	100% to meet damage due to Lessee or to meet Lessee's specific needs
Floor coverings other	100% to meet "fair wear and tear" subject to subclause 8.7	100% to meet damage due to Lessee or to meet Lessee's specific needs
Grease Traps maintenance	N/A	
Hydraulic Services	N/A	
Lift - Scissor lift	N/A	
Lifts Contract Fees	N/A	
Lifts - non routine	N/A	
Lifts telephone	N/A	
Locks and Keys	100% for original keys and for changes initiated by the Territory	100% for additional keys
Mechanical Services	N/A	
Painting	100% to meet "fair wear and tear" subject to subclause 8.7	100% to meet damage due to Lessee or to meet Lessee's specific needs
Pest Control	NIL	100%
Toilets	100% to meet "fair wear and tear" subject to subclause 8.7	100% to meet damage due to Lessee or to meet Lessee's specific needs
SECURITY		
Security systems - Internal	NIL	100%
Security systems - External	NIL	100%
SIGNS		
Signage- Internal	NIL	100%
Signage - External	NIL	100%

Note 1: Energy includes electricity and gas.



OFFICER : Richard Bale
PHONE : 6207 1794
FAX : 6207 5548
FILE : TL220/22/9

Mr Rick Rand
Manager
Sportsgrounds and Planning
PO Box 1156
TUGGERANONG ACT 2911

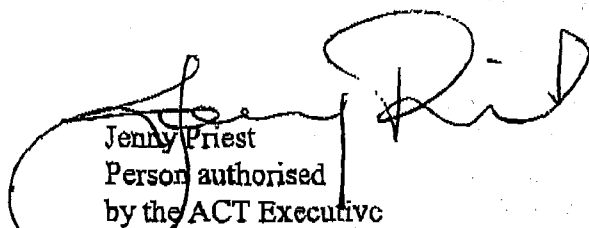
Dear Mr Rand

**APPLICATION FOR THE EXECUTIVE'S CONSENT
BLOCK 9 SECTION 22 GRIFFITH
EASTLAKE FOOTBALL CLUB INCORPORATED**

I refer to your letter of 29 June 2001, seeking consent to a proposed sub-lease of Kingston Oval on the above mentioned site by the Eastlake Football Club Incorporated, for the purposes of a recreation facility.

Following an examination of the proposed sub-tenancy document and the relevant land use policy of the Territory Plan, consent is hereby given to the proposed sub-lease, in accordance with Section 167 of the *Land (Planning and Environment) Act 1991* (the Land Act).

Should you have any additional queries concerning the above, please contact Mr Bale on extension 71794.



Jenny Priest
Person authorised
by the ACT Executive

22 November 2001

LAND TITLES

OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

SUBLEASE

Land Titles Act 1925

**Consent granted under Section 252 of
the Planning and Development Act 2007**

Form 072 - SL

Monica Saad

21-1-14

Delegate of the Authority



1903438

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Settlements ACT GPO Box 2193 CANBERRA ACT 2601 Tel: (02) 6248 5797		

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
1765:8	NICHOLLS	78	8	

FULL NAME OF LESSOR/OWNER (Surname Last)

(ACN required for all companies)

FULL POSTAL ADDRESS OF LESSOR

AUSTRALIAN CAPITAL TERRITORY, the body politic
established by section 7 of the *Australian Capital Territory
(Self-Government) ACT 1988* (Cwlth)C/- Economic Development Directorate GPO Box 158
Canberra City ACT 2601

FULL NAME OF LESSEE/TENANT (Surname Last)

(ACN required for all companies)

FULL POSTAL ADDRESS OF LESSEE

GUNGALIN EAGLES RUGBY UNION CLUB INCORPORATED
ABN 32 641 007 601

1/28 DOMINION CIRCUIT FORREST ACT 2603

TENANCY OF LESSEE (Only complete if more than one Lessee)

Joint Tenants / Tenants in Common (in the following shares) -

AREA BEING LEASED

 Whole of the Land

OR

Area/Shop/Tenancy B on Sublease Plan/s No.s 7304

SUBLEASE COMMENCEMENT DATE

1 October 2013

SUBLEASE TERMINATION DATE

30 September 2023

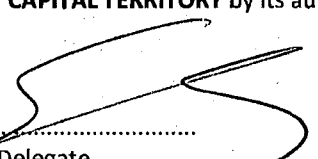

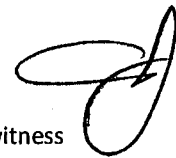
CONDITIONS (Tick whichever is applicable – At least one box will apply)

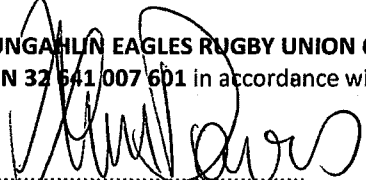

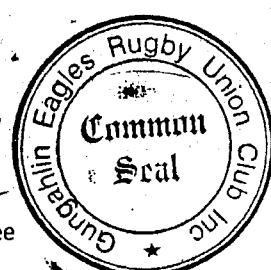
The covenants implied at sections 119 and 120 of the *Land Titles Act 1925* are hereby negated.The provisions set forth in the registered Memorandum of Provisions (MOP) to be incorporated herein / as modified by annexure
as attached. Please provide registered MOP number below.




The covenants and conditions set out in the annexure attached are deemed to be incorporated

Provide registered MOP number

CONSENTING PARTY – SUPPORTING DOCUMENTATION (One form required for each party required to consent)	DATE
<input type="checkbox"/> Please complete and attach – Form 042 – C – Consent	16/12/13.

LESSOR'S EXECUTION	
Print full name of Lessor AUSTRALIAN CAPITAL TERRITORY by its authorised delegate:  Signature of Delegate Name: <u>Shane O'Leary</u> Position: <u>Executive Director</u> Position No.: <u>666</u> Economic Development Directorate  Signature or common seal of Lessor	Print full name and address of witness <u>Christina Sanchez</u> <u>9 Dulloo Place</u> <u>Kaleen ACT</u> <u>2617</u>  Signature of witness

LESSEE'S EXECUTION	
Print full name of Lessee GUNGAHLIN EAGLES RUGBY UNION CLUB INCORPORATED ABN 32 641 007 601 in accordance with their constitution:  Signature of Director/Secretary Name: <u>TIM DAVIS</u>  Signature of Director/Secretary Name: <u>D. FROKS</u> <u>Vice President</u> Signature or common seal of Lessee 	Print full name and address of witness Signature of witness

OFFICE USE ONLY			
Lodged by		Certificate of title lodged	1765:8:2
Data entered by		Certificates attached to title	-
Registered by		Attachments / Annexures	ANNEXURE
Registration date	19 FEB 2014	Production number	



ACT
Government

Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1765:8	NICHOLLS	78	8	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
SUBLEASE	40

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
AUSTRALIAN CAPITAL TERRITORY AND GUNGAHLIN EAGLES RUGBY UNION CLUB INCORPORATED ABN 32 641 007 601



ACT
Government

SUBLEASE

Date

16 December 2013

Parties

AUSTRALIAN CAPITAL TERRITORY

**GUNGAHLIN EAGLES RUGBY UNION
CLUB INCORPORATED ABN 32 641
007 601**

**PART B (UNIT 2) NICHOLLS SPORTS
PRECINCT**

Prepared by

Act Government Solicitor
Level 6, 12 Moore Street
Canberra City ACT 2601
Ph: 02 6207 7602
Fax: 02 7207 0650
Ref: 608414:ce

Version

4 November 2013

[Template: Sublease – Vacant Land – August 2013]

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Lessor**) represented by Sport and Recreation Services, being part of the Economic Development Directorate.

GUNGAHLIN EAGLES RUGBY UNION CLUB INCORPORATED ABN 32 641 007 601 of 1/28 Dominion Circuit Forrest in the Australian Capital Territory (**Lessee**).

IT IS AGREED by the parties as follows:

1 Interpretation

1.1 Definitions

In this Sublease unless the context otherwise requires:

Bond	means a bond provided by the Lessee in the amount specified in Item 14.
Commencement Date	means the date set out in Item 5.
Common Area	means those parts of the Land which are not separately sublet, licensed or occupied and are intended by the Lessor to be for the common use of occupiers of the Land.
Contact Officer	means, in relation to each party, the representative whose name and contact details are specified in Item 13, or as notified in writing from time to time by one party to the other.
General Charges	means those items set out in section 3 of Schedule 2.
Item	means an item in the Schedule 1.
Land	means the land described in Item 2.
Leases Act	means the <i>Leases (Commercial and Retail) Act 2001</i> (ACT) as amended or varied from time to time.
Lessee	means the person or organisation named in Item 1 and, if a natural person or persons, their respective executors, administrators and permitted assigns, and if a company or incorporated association, its successors and permitted assigns.

**Lessee's
Improvements**

means each of the following, as applicable:

- (1) any improvements including buildings or other structures:
 - (a) constructed or placed in or on the Premises by the Lessee; or
 - (b) constructed or placed in or on the Premises at the Lessee's expense and/or direction,
before or after the Commencement Date;
- (2) any fittings, fixtures or goods erected, installed or placed in or on the Premises by the Lessee including any partitions or devices for heating or cooling or fire prevention, before or after the Commencement Date; or
- (3) any improvements in or on the Premises which is not Lessor's Property.

Lessor

means the Territory, its successors and assigns.

Lessor's Property

means any improvements constructed or placed in or on the Premises by the Lessor.

Option Term

means a sublease for a further term for the period set out in Item 11.

Premises

means that part of the Land described in Item 3.

Prescribed Insurer

means an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and is rated AA or better by Standard and Poors.

Rent

is the rent per annum in Item 7 as varied from time to time in accordance with this Sublease.

Rent Review Dates

means the dates set out in Item 8(a).

Schedule

means any schedule forming part of this Sublease.

Service Charges

means those items set out in section 2 of Schedule 2.

Statutory Charges

means those items set out in section 1 of Schedule 2.

Sublease

means the Registrar-General's sublease form, this document and all Schedules and attachments.

Term means the term specified in Item 4, or if extended under clause 2.2, the initial term and the extended term.

Territory means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

1.2 General

In this Sublease, unless a contrary intention is expressed:

- (1) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations, determinations and instruments issued under the legislation;
- (2) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (3) “include” is not to be construed as a word of limitation;
- (4) headings have no effect on the interpretation of the provisions;
- (5) an obligation imposed by this Sublease on more than one person binds them jointly and severally;
- (6) words and expressions importing natural persons include body corporates, associations, government and local authorities and agencies; and
- (7) any provisions in a Schedule form part of this Sublease.

2 Sublease

2.1 Grant

From the Commencement Date, the Lessor grants a Sublease over the Premises to the Lessee for the Term, at the Rent on the terms set out in this Sublease.

2.2 Holding Over

- 2.2.1 If the Lessee continues to occupy the Premises after the expiration of the Term, with the consent of the Lessor, the Lessee:

- (1) is a monthly lessee;
- (2) at the monthly Rent applying at the end of the Term, reviewed annually on the day referred to in Item 8(a) in accordance with the method of review set out in Item 8(b), and calculated in accordance with the formula set out in Schedule 4; and
- (3) occupies the Premises upon the conditions of this Sublease.

2.2.2 The monthly tenancy may be ended by either party giving one month's written notice to the other and may be given at any time.

3 Option to renew

3.1.1 This clause applies if Item 11 has been completed with an Option Term and the Lessee wishes to take a further sublease of the Premises for that Option Term after the expiry of the Term.

3.1.2 The right to exercise the option under this clause is conditional upon the Lessee:

- (1) punctually paying the Rent and observing the covenants throughout the Term;
- (2) not being in breach of the sublease at the time of exercise of the option; and
- (3) serving on the Lessor, written notice no more than six months but no less than three months before the date of expiry of the Term.

3.1.3 Subject to Clause 3.1.2, the Lessee may, by service of the notice referred to in this clause, accept the offer by the Lessor to grant a renewal of a sublease and the new sublease will issue for the Option Term, at a rental to be determined in accordance with the provisions of Schedule 4 and upon terms and conditions then appearing in any standard sublease issued by the Lessor at that time for properties of a similar nature to the Premises, provided that the new sublease will not include this clause.

4 Rent

4.1 Rent

4.1.1 The Lessee must pay the Rent by equal monthly instalments in advance from the Commencement Date and on the first day of every month for the Term.

4.1.2 If an instalment is for a period of less than one month, then that instalment is equal to the amount calculated by dividing the Rent by the number of days in the sublease year in which the period commences and multiplying the result by the number of days in the period.

4.2 Review of Rent

The Rent will be reviewed on the Rent Review Dates in accordance with the corresponding method of rent review noted in Item 8(b) and in accordance with Schedule 4.

4.3 Interest on Overdue Monies

4.3.1 If the Rent or any other monies payable by the Lessee are not paid by the due date, then the Lessee must pay to the Lessor interest at the rate per annum shown in Item 12 on those monies from the date on which they fall due until the date of payment or recovery.

4.3.2 The Lessor is entitled to recover the interest from the Lessee as if it was Rent in arrears. Nothing in this clause restricts or prejudices any right of the Lessor in respect of the monies due.

5 Other Payments

5.1.1 The Lessee must promptly pay;

- (1) all charges for gas, electricity, oil and water separately metered or supplied and consumed in or on the Premises;
- (2) all charges in respect of any telephone or other communication services connected to the Premises; and
- (3) all other charges for the supply of any service separately supplied to the Premises.

5.1.2 If water and/or electricity consumption is not separately metered to the Premises, the Lessee must pay a proportion of the amount of consumption charges metered to the Land as the Lessor deems appropriate, acting reasonably, having regard to the size of the Premises, other occupants on the Land, the respective use by all occupants on the Land (including the Lessee) and any other factor which is relevant.

5.1.3 The Lessee must, within 30 days of receipt of a written request from the Lessor, pay to the Lessor all charges and expenses for Statutory Outgoings, Service Charges and General Charges that are payable by the Lessee as set out in Schedule 2. For convenience, the respective percentage of contributions to be met by each party is specified in Schedule 2. Where there is any discrepancy between the provisions of this clause and Schedule 2, the provisions of Schedule 2 will apply.

5.1.4 The Lessee must, within 30 days of receipt of a written request from the Lessor, pay to the Lessor all charges and expenses that are payable by the Lessee.

6 Legal Costs and Disbursements

6.1 Cost of Sublease preparation

The Lessor and Lessee will each bear their own costs (including legal costs and disbursements) in relation to the negotiation, preparation and execution of this Sublease.

6.2 Stamp duty

The Lessor will pay all stamp duty (if any is payable) assessed on the Sublease.

6.3 Lessee's additional costs

In addition to all costs and expenses for which the Lessee is liable at law or in equity to pay, the Lessee will pay to the Lessor, on demand, the Lessor's reasonable costs and expenses (including reasonable legal costs assessed on a solicitor and client basis and registration fee and taxes, which may be payable):

- (1) for, and incidental to, any variation, surrender or termination of this Sublease;
- (2) in respect of any consent by the Lessor required under this Sublease;
- (3) incurred by or on behalf of the Lessor in consequence of, or arising out of, any default in the due observance or performance of any covenant or obligation on the part of the Lessee;
- (4) incurred by the Lessor in consequence of any request of, or application by, the Lessee; or
- (5) incurred by the Lessor as a result of the exercise, or attempted exercise, of any of the Lessor's rights or powers.

6.4 Registration costs

The Lessee must pay the cost of registration of this Sublease.

7 Bond

7.1 Provision of Bond

If the Lessor requires payment of a Bond, the Lessee must deliver the Bond to the Lessor on or before the Commencement Date.

7.2 Use of Bond

The Lessor may use the Bond if the Lessee does not comply with any of its obligations under this Sublease (including any extension or holding over), and the Lessor may have recourse to the Bond without notice to the Lessee.

7.3 Return of bond

Within 30 days of the expiry of this Sublease (or any holding over, renewal or extension of this Sublease) or the Lessee vacating the Premises, whichever is the later, the Lessor must repay to the Lessee, the Bond (or so much as the Lessor has not previously called upon).

7.4 Bank guarantee

In substitution for the Bond, the Lessee may elect to provide an unconditional and irrevocable written undertaking by a bank, in favour of the Lessor and containing terms and conditions reasonably required by the Lessor for the same amount.

7.5 Additional bond or bank guarantee

If the Lessor has recourse to any amount of the Bond or calls on the bank guarantee, then, no later than seven days after the Lessor gives the Lessee a notice asking for it, the Lessee must deliver to the Lessor an amount equal to the Bond moneys called upon or a replacement or additional bank guarantee so that the amount guaranteed is equal to the amount of the original Bond or bank guarantee.

8 Use of Premises

8.1 Use of Premises

The Lessee must not use or occupy the Premises except for the use set out in Item 9 or any such other purpose consented to by the Lessor in writing.

8.2 Crown lease

The Lessee must not use the Premises for any purpose other than as permitted by the Crown lease for the Land.

8.3 No interference

The Lessee must not do anything in or about the Premises which in the reasonable opinion of the Lessor:

- (1) is noisy, obnoxious, immoral, offensive or a nuisance or disturbance to the Lessor or other persons using the Land; or
- (2) may be the cause of damage or excessive vibration.

8.4 No warranty as to suitability

8.4.1 The Lessee acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Lessor as to the suitability of the Premises or the Land for any purposes or as to the facility and amenities of

the Premises or the Land except as contained in this Sublease. The Lessee must satisfy itself in respect to the use to which the Premises may be put and acceptance of this Sublease acknowledges full knowledge of any prohibitions or restrictions on the use of the Premises, including any imposed by law.

- 8.4.2 Where the permitted use of the Premises requires the consent of any authority, the Lessee must obtain that consent at its own expense. The Lessee must keep current the licenses and permits required to use the Premises.

8.5 Signs

The Lessee must not fix or place any sign, notice, advertisement or other thing on any part of the Premises without the consent in writing of the Lessor and then only in such colour, size and style and in such places as approved by the Lessor, such approval not to be unreasonably withheld.

8.6 Compliance with laws

The Lessee must comply, at its expense, with all laws and the requirements of any authority in connection with the Lessee's use or occupation of the Premises.

8.7 Keep clean

The Lessee must:

- (1) keep the Premises and immediate surroundings clean and tidy (including mowing, if applicable), and free from refuse and vermin;
- (2) not store or place any objects on the area surrounding the Premises; and
- (3) allow reasonable access to the Premises by the Lessor and its contractors and employees to enable it to carry out any obligation required by this Sublease.

8.8 Statutory notices

- 8.8.1 If the Lessee receives a notice from any authority in respect of the Premises, the Lessee must immediately notify the Lessor in writing.

- 8.8.2 The Lessee must comply promptly with all notices received from any authority in respect of the Premises except such notices as would have been given irrespective of the Lessee's use and occupation of the Premises.

8.9 Notice of defect

The Lessee must immediately give notice to the Lessor of any damage to the Premises and any accident affecting water, gas or oil pipes, electricity lines or any defect in them and any other facilities provided by the Lessor.

8.10 Infectious illnesses

If any infectious illness occurs in the Premises, the Lessee must immediately notify the Lessor and have the Premises fumigated and disinfected by a suitably certified contractor, at the expense of the Lessee, to the satisfaction of any relevant authority.

8.11 Rubbish

The Lessee will keep the Premises free from rubbish including placing all rubbish in proper receptacles that the Lessee will install. The Lessee will arrange for the regular clearing of the receptacles and the regular removal of all rubbish. The Lessee will not create any rubbish or deposit any rubbish on the Common Area except for collection in such proper receptacles as are approved by the Lessor from time to time.

8.12 Flammable liquids and substances

8.12.1 The Lessee must not store or use chemicals or flammable, volatile or explosive substances on the Premises except for substances used in the normal course of the Lessee's business and must not in any way create any actual or potential fire hazard in the Premises.

8.12.2 If the Lessee stores or uses chemicals or flammable, volatile or explosive substances in the normal course of the Lessee's business, the Lessee must keep those substances in a safe and secure manner consistent with all laws and guidelines of all relevant authorities.

8.12.3 The Lessee must permit the Lessor to enter the Premises at any time to control any actual or potential fire hazard and if the hazard, in the reasonable opinion of the Lessor, results from the use of the Premises by the Lessee, the Lessee must pay to the Lessor immediately on notification, the costs of the Lessor in carrying out that work.

9 Alterations and Fitout

9.1 No alterations without consent

9.1.1 The Lessee will not, without the prior written consent of the Lessor, erect any improvements or make any alterations or additions to the Lessee's Improvements on the Premises or permit or suffer the same to be made.

9.1.2 The Lessee must, in the course of erecting any improvements or making any alterations or additions:

- (1) comply with the requirements of the Lessor and all relevant authorities;
- (2) obtain all necessary consents and approvals from all relevant authorities;
and

(3) not interfere with the quiet enjoyment of any other users of the Land.

9.1.3 The Lessor in its absolute discretion, may refuse to consent to the erection of improvements or the making of alterations or additions.

9.2 Installing equipment

The Lessee will not, without the prior written consent of the Lessor, install any water, electrical or gas fixture or appliance or any apparatus for light, air, heating or cooling.

10 Repairs, Maintenance and Replacement

10.1 Lessor's obligations

10.1.1 The Lessor will repair and maintain the Lessor's Property on the Premises.

10.1.2 The Lessor will not be required to repair, maintain or replace any of the Lessee's Improvements.

10.2 Acknowledgement

The Lessee acknowledges that, at the Commencement Date and the date of first occupation of the Premises by the Lessee (if applicable), the Premises and the Lessor's Property on it were in good repair and condition.

10.3 Lessee to repair

The Lessee must repair and maintain the Lessee's Improvements to the satisfaction of the Lessor and any relevant authorities.

10.4 Make Good

The Lessee must, at the time of, or immediately before, the expiration of the Lessee's occupancy (and in this regard time is of the essence);

- (1) remove all the Lessee's Improvements and make good any damage associated with that removal;
- (2) remove all signs, notices, advertisements, ornaments or other things placed by the Lessee on the Premises; and
- (3) leave the Premises in a clean and tidy condition, free from all rubbish.

10.5 Notices to repair

The Lessor may, at any time, serve on the Lessee a notice in writing of any defect which the Lessee is required to repair. The Lessee will repair the defect within 21 days of the date of service of the notice (or such other period as agreed). The Lessor may specify a period of less than 21 days within which to

repair if the defect is likely to cause damage to the Premises or Land or may cause injury to any person.

10.6 Leaving Lessee's Improvements and goods behind

To the extent permitted by law, if the Lessee leaves any Lessee's Improvements of a non structural nature or goods on the Premises for more than 21 days after the expiry of this Sublease, the Lessor may dispose of them in any way the Lessor sees fit. In addition, any such Lessee's Improvements of a non structural nature or goods will, at the Lessor's election, become the Lessor's property absolutely and the Lessor may deal with them without accounting to the Lessee.

10.7 Lessor's right to enter

The Lessor and persons authorised by the Lessor have the right to enter the Premises at reasonable times, and on reasonable notice (but without any notice in any case which the Lessor considers an emergency):

- (1) to view the state of repair and condition of the Premises and conduct investigations;
- (2) where the Lessee has failed to repair any defect in accordance with any notice served by the Lessor; or
- (3) to comply with the terms of any present or future law affecting the Premises or any notice served on the Lessor or the Lessee by the Territory or any competent authority.

11 Insurance

11.1 Public Liability

The Lessee, during the Term and any holding over under this Sublease, must keep current a public risk liability policy with a Prescribed Insurer for an amount for any single occurrence of not less than the amount referred to in Item 10. The policy must indemnify the Lessor against all actions and demands of any kind arising from the use and occupation by the Lessee and the Lessee's employees, agents, contractors and invitees of the Premises. The policy must note the Lessor's interest.

11.2 General obligations not to increase Lessor's insurance

The Lessee must not do, or permit to be done, anything that would result in any insurance in relation to the Premises being:

- (1) unenforceable;
- (2) voidable; or
- (3) likely to increase the rate of premium on any insurance taken out by the Lessor (except with the approval of the Lessor in writing).

11.3 Fire regulations

In relation to any Lessee's Improvements, the Lessee must comply with the terms of any insurance policy and any sprinkler and fire regulations.

11.4 Production of policy

The Lessee, in respect of any policy of insurance to be taken out by the Lessee, must, on request, produce to the Lessor either a:

- (1) policy of insurance; or
- (2) certificate of currency for the policy.

12 Indemnity and Release

12.1 Risk

The Lessee will occupy, use and keep the Premises at its own risk.

12.2 Indemnity

The Lessee indemnifies the Lessor, its employees, agents and contractors against liability in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused or contributed to by the Lessee and/or the Lessee's employees, agents and contractors except to the extent that the Lessor, through negligence or unlawful act or omission, has caused the relevant loss, damage or injury.

12.3 Release

To the full extent permitted by law, the Lessee hereby releases the Lessor, its employees, agents and contractors from all claims and demands of every kind and from all liability which may arise in respect of any death or injury to any person or any accident or damage to property of any kind or nature, in or near the Premises or the Land other than as may be caused by the wilful or negligent act of the Lessor, its employees, agents or contractors.

13 Quiet Enjoyment

If the Lessee pays the Rent and other monies payable under this Sublease and observes the covenants and terms of this Sublease, the Lessee may use the Premises without interruption or disturbance from the Lessor or any person claiming under the Lessor, save as specifically provided for in this Sublease.

14 Assignment

14.1 No assignment, subletting or mortgage

The Lessee may only assign this Sublease, underlet the Premises or grant a mortgage over this Sublease with the written consent of the Lessor and may not license or otherwise part with possession of the Premises.

14.2 Lessee to seek consent

Where the Lessee wishes to assign, underlet or grant a mortgage, the Lessee must notify the Lessor in writing of the intention and apply for consent.

14.3 Condition Precedent

The Lessor will not be required to consider an application for consent until after the Lessee has remedied all existing breaches of the conditions of this Sublease.

14.4 Grounds for consideration before consent

Subject to clause 14.5, the Lessor's consent to assign or underlet will not be unreasonably withheld provided that:

- (1) the Lessee is not in default or, having been in default, has had that default waived or excused in writing by the Lessor;
- (2) the person to whom the premises is to be assigned or underlet:
 - (a) is subject to the jurisdiction of the Supreme Court of the Australian Capital Territory;
 - (b) establishes to the satisfaction of the Lessor that they will use the Premises for the purpose permitted in this Sublease;
 - (c) is, to the Lessor's satisfaction, a responsible, respectable and solvent person capable of adequately performing the obligations of the Lessee as set out in this Sublease; and
 - (d) has executed a Deed in the form required by the Lessor binding the person to perform and observe the obligations on the part of the Lessee under the Sublease;
- (3) the Lessee pays any reasonable expenses of the Lessor associated with considering the application and documenting the consent to assignment, underletting or mortgage.

14.5 Planning Act Application

In addition, where any restriction on subletting under the Planning and Development Act 2007 applies to the Crown lease for the Land, the Lessor must obtain the consent of the ACT Planning and Land Authority to any proposed

assignment or underletting of the Premises. If the ACT Planning and Land Authority does not grant consent, either party may set aside this Sublease without breach.

15 Default and Re-entry

15.1 Default by Lessee

Where the Lessee is in breach of any condition in this Sublease, the Lessor may remedy the breach at any time without notice to the Lessee and without limiting the rights of the Lessor as a consequence of that breach. Where the Lessor so acts, all reasonable costs and expenses incurred by the Lessor (including reasonable legal costs on a solicitor and client basis) in remedying any breach, must be paid by the Lessee to the Lessor immediately upon written notification of the amount and, in default, the amount may be recovered in a court of competent jurisdiction.

15.2 Termination for breach

Where:

- (1) any instalment of the Rent or other money payable by the Lessee to the Lessor is 21 days in arrears (in case of the Rent whether or not demand has been made for it);
- (2) a notice has been served on the Lessee by, or on behalf of, the Lessor specifying a breach of this Sublease and, if applicable, that breach has not been remedied or compensated for in accordance with the notice, provided the notice has allowed at least 21 days in which to remedy or compensate; or
- (3) the Lessee:
 - (a) becomes bankrupt or insolvent;
 - (b) makes any assignment for the benefit of creditors, or makes any arrangement with creditors for liquidation of the debts of the Lessee by composition or otherwise; or
 - (c) being a company or an incorporated association, goes into liquidation either voluntarily or compulsorily (except for the purpose of reconstruction or amalgamation), or is wound up, dissolved or placed under official management or a receiver or manager of any of its assets is appointed or an inspector is appointed under the *Corporations Act 2001* (Cwlth),

the Lessor may re-enter upon the Premises or any part of the Premises and terminate this Sublease (but without prejudice to any rights or claim for damages which may have accrued to either party).

16 Lessee's Improvements and goods remaining after breach

16.1 Application

This clause applies:

- (1) where this Sublease has been terminated or the Lessor has re-entered the Premises; and
- (2) in relation to any Lessee's Improvements or goods on the Premises which do not, on termination or re-entry, pass to the Lessor and which remain on the Premises for 21 days after the date of termination or re-entry.

16.2 Removal by Lessor

The Lessor may, to the extent permitted by law:

- (1) remove any goods to which this clause applies from the Premises and store them in such place and manner as the Lessor thinks fit;
- (2) sell the Lessee's Improvements and/or goods and deduct from the proceeds, the Lessor's costs in removing, storing and/or selling them, and account to the Lessee for the balance;
- (3) remove and dispose of any Lessee's Improvements from the Premises and recover the cost of removal and/or disposal from the Lessee; and/or
- (4) retain any Lessee's Improvements and/or goods for its own use.

16.3 Payment of costs

The Lessee must pay to the Lessor, on demand, all reasonable costs and expenses of the Lessor in removing or storing Lessee's Improvements or goods.

17 No compensation

At the expiration of this Sublease, the Lessee will not be entitled to receive any compensation in respect of any Lessee's Improvements or goods remaining on the Premises.

18 Essential Terms

18.1 Essential Terms

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

- (1) subclause 4.1 relating to payment of Rent and subclauses 5.1 regarding other payments to be made by the Lessee;

- (2) clauses 8.1 and 8.2 relating to use of the Premises;
- (3) clause 9.1 relating to alterations;
- (4) clauses 10.3 and 10.4 relating to repair, maintenance and make good;
- (5) clauses 11.1 and 11.2 relating to insurance;
- (6) clause 14.1 relating to assignment, underletting and mortgaging; and
- (7) clause 22.2 relating to payment of GST.

18.2 Acceptance of arrears

The acceptance by the Lessor of arrears or the late payment of Rent or other monies does not constitute a waiver of the essential and continuing obligation of the Lessee to pay Rent and other moneys during the Term on the dates specified in the Sublease.

18.3 Breach of an essential term

The Lessee must compensate the Lessor in respect of any breach of an essential term of this Sublease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement (including the right to terminate this Sublease).

18.4 Loss on repudiation or breach

Where the Lessee's conduct (whether acts or omissions) constitutes:

- (1) a repudiation of the Sublease; or
- (2) a breach of any covenant contained in the Sublease,

the Lessee will compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.

18.5 Quantum of damages recoverable

The Lessor is entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term.

18.6 Certain events of no effect

The Lessor's entitlement to recover damages is not affected or limited by any of the following:

- (1) if the Lessee abandons or vacates the Premises;

- (2) if the Lessor elects to re-enter or to terminate the Sublease;
- (3) if the Lessor accepts the Lessee's repudiation; or
- (4) if the party's conduct constitutes a surrender by operation of law.

18.7 Lessor may remedy defaults

The Lessor may remedy without notice, any default by the Lessee under this Sublease and whenever the Lessor elects to do so, all costs and expenses incurred by the Lessor (including legal costs and expenses) are to be paid by the Lessee immediately on notification.

19 Early Termination

This Sublease may be terminated, without cause, by either party giving the other party six months written notice, or notice for such shorter period as agreed by the parties in writing. Subject to clause 10.4, neither party will have any action against the other in respect of the termination of this Sublease pursuant to this clause. The right to terminate early will not prejudice a claim by a party in respect of any breach of the Sublease arising prior to termination.

20 Common Area

20.1 Common Area

Subject to subclause 20.2, the Lessee and all persons authorised by it, will, at all times, have the right to use the Common Area as ancillary to its occupation of the Premises and, in common with other persons having rights to be on the Land:

- (1) to enter and leave the Premises;
- (2) to load or unload vehicles in any area designated for the purpose by the Lessor; and
- (3) to park private motor vehicles or cycles in such a place and for such a time as the Lessor designates from time to time.

20.2 Control of Common Area

The Common Area will, at all times, be subject to the control of the Lessor who has, subject to this Sublease, the right from time to time to establish, modify and enforce reasonable rules in this regard.

21 Crown Lease

21.1.1 The Lessor covenants punctually to make all payments due and owing under the Crown lease (if any) and to observe the covenants contained in the Crown lease.

21.1.2 Subject to the terms and conditions of this Sublease, the Lessee covenants to observe the covenants contained in the Crown lease on the part of the lessee named in the Crown lease, except for the payment of money by the lessee required by the Crown lease.

22 GST

22.1 GST definitions

In this clause:

Act means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended) and any regulation made under that Act;

GST, Taxable Supply, Input Tax Credit, Supply and Tax Invoice have the same meaning as in the Act;

GST Rate means 10% or if the rate at which GST is calculated under the Act changes, the rate applicable at the relevant time.

Payment includes consideration in the form of money given or received and in a form other than money given or received.

22.2 Payment of GST

A party making Payment to another party for a Taxable Supply under this Sublease must pay to the other party at the same time, an additional amount equal to the amount of the Payment multiplied by the GST Rate.

22.3 Reimbursements

When calculating the amount of:

- (1) any reimbursement to a party under this Sublease; and
- (2) the indemnification under this Sublease of an expense, loss or liability incurred or to be incurred by that party,

the other party may include the GST paid or payable on the Supply giving rise to the amount, but if that party includes the GST that party must deduct the amount of any Input Tax Credit from the amount paid.

22.4 Tax invoice

A party receiving a Payment of GST under this clause must provide a Tax Invoice to the party making the Payment either before or at the same time as the Payment is received.

23 Leases Act

The parties agree that the Leases Act does not apply to this Sublease by virtue of section 12(6)(c) of the Leases Act as the Lessor is subletting vacant land only to the Lessee and at the date of this Sublease any improvements in or on the Premises are the Lessee's Improvements which are the sole responsibility of the Lessee.

24 Special conditions

24.1 Variation of provisions

The parties agree that the provisions of this Sublease may be varied as set out in Item 15.

24.2 Inconsistency

Where there is any inconsistency between the terms of this Sublease and Item 15, the provision of Item 15 will prevail.

25 Miscellaneous

25.1 No waiver

Failure or omission by the Lessor at any time to enforce or require strict or timely compliance with any provision of this Sublease will not:

- (1) affect or impair that provision in any way;
- (2) affect the right or remedy that the Lessor may have in respect of that provision; or
- (3) act as a waiver of any other breach by the Lessee.

25.2 Entire Agreement

This Sublease contains the entire agreement between the parties in relation to the Premises and supersedes any prior representation, negotiations, writing, memoranda and agreements.

25.3 Variation

This Sublease may be varied only by the written agreement of the parties prior to the expiration of this Sublease.

25.4 Severability

Any provision of this Sublease that is illegal, void or unenforceable will not form part of this Sublease to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Sublease will not be invalidated by an illegal, void or unenforceable provision.

25.5 Governing law

This Sublease is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

25.6 Compliance with laws

The Lessee must comply with the laws from time to time in force in the Territory.

25.7 Notices

25.7.1 Any notice, including any other communication, required to be given or sent to either party under this Sublease must be in writing. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address.

25.7.2 In addition, where a notice is given by either party to repair or replace, the notice may be sent by electronic mail to an electronic mail address provided to the transmitting party and is deemed to be served at the time the email was sent.

25.8 Authority to complete

The Lessee authorises the Lessor and its solicitors to complete any blanks with a proper date or details and to make any formal correction necessary to this Sublease.

Schedule 1

Item 1:	Lessee:	Gungahlin Eagles Rugby Union Club Incorporated ABN 32 641 007 601
Item 2:	Land:	Part B SLP 7304 Block 8 Section 78 Division Nicholls
Item 3:	Premises:	The whole of Part B on Subleasing Plan 7304 known as Unit 2 Nicholls Sports Precinct, Clarrie Hermes Drive Nicholls ACT 2913
Item 4:	Term:	Ten (10) years
Item 5:	Commencement Date:	1 October 2013
Item 6:	Expiry Date:	30 September 2023
Item 7:	Rent:	\$200.00 per annum (plus GST)
Item 8:	Rent Review (a) Rent Review Dates (b) Method of rent review:	Annually on the anniversary of the Commencement date CPI
Item 9:	Use of Premises:	Sporting change rooms, storage, medical room and office administration
Item 10:	Public Liability Insurance:	\$10,000,000.00
Item 11:	Option Term:	Ten (10) years
Item 12:	Interest Rate:	Five percent per annum (5% pa)
Item 13:	Address for Notices:	Lessor: Sport & Recreation Services Economic Development Directorate Ground Floor Annex 220 Northbourne Avenue BRADDON ACT 2612 Contact Officer: Mr Brian Ashcroft Lessee: Gungahlin Eagles Rugby Union Club Incorporated 1/28 Dominion Circuit FORREST ACT 2603 Contact Officer: Mr Des Fooks
Item 14:	Bond	Not applicable
Item 15:	Variations:	The standard terms of this Sublease are varied as follows: Refer Schedule 6 - Variations

Schedule 2 – Outgoings and Charges

DISTRIBUTION OF LESSOR AND LESSEE RESPONSIBILITIES IN RELATION TO STATUTORY OUTGOINGS, SERVICE CHARGES AND GENERAL CHARGES

Details of Charges	Percentage of Lessor responsibility (A)	Percentage of Lessee responsibility (B)
SECTION 1 - STATUTORY OUTGOINGS		
Land Tax	100%	0%
General rates	100%	0%
Water and Sewerage rates	100%	0%
SECTION 2 - SERVICE CHARGES		
Electricity	100%	0%
Gas	100%	0%
Water Usage	100%	0%
Telephone and Communications	0%	100%
Cleaning - General	0%	100%
Cleaning – Toilet requisites	0%	100%
Cleaning - windows Internal	0%	100%
Cleaning - windows external	0%	100%
Rubbish removal/tradewaste bins	0%	100%
Insurance - Plate glass	0%	100%
Insurance - Public Liability	0%	100%
Landscaping/Gardening	0%	100%
After hours Air-Conditioning	0%	100%
Air-Conditioning Repairs	0%	100%
Security system - Premises	0%	100%
Pest Control	0%	100%

SECTION 3 - GENERAL CHARGES		
Insurance - Building	0%	100%
Fire Brigade Monitoring	0%	100%
Fire Protection & Fire Extinguishers	0%	100%
Security System - Building	0%	100%
Signage - Internal	0%	100%
Painting	0%	100%
Lifts	0%	100%
Locks and Keys	0%	100%
Floor coverings	0%	100%

Schedule 3 – Activity Schedule

ACT Public Liability Insurance Risk Advisory Web Site

PUBLIC LIABILITY RISK PROFILE (Non-profit)

Organisation Details

Organisation Type: Sport and Recreation
Organisation Name: Gungahlin Eagles Rugby Union Club Incorporated
Address: 1/28 Dominion Circuit
Forrest, ACT 2603

Details of current insurance policies.

RISK ANALYSIS

Based on the information you have provided, your Insurance Risk Self assessment score is: **6**

Item	Score
Club Administration	4
Clubrooms, Storage and Facilities	6

If your Risk Self assessment score is 7 or above, you may be required to submit a Risk Plan as well as this Risk Profile. If you have not created a risk plan before, or would like to know more about risk planning, the Act Government offers full risk management and risk planning support. Contact Help Desk on (02) 62070302 if you would like any assistance in relation to risk management or creating a risk plan.

Schedule 4 – Rent Review

1. The Rent will be reviewed effective from each Rent Review Date in accordance with the method of rent review noted next to the relevant Rent Review Date in Item 8.
 2. Each method of rent review will have the meaning and procedure set out in this Schedule.
- A. (1) **“CPI Rent”** means a Rent adjustment in accordance with the following Consumer Price Index formula:

$$\text{NYR} = \text{OYR} \times \frac{\text{NCPI}}{\text{OCPI}}$$

Where:

- “NYR” is the new Rent payable by the Lessee to the Lessor commencing from the Rent Review Date;
- “OYR” is the Rent payable by the Lessee to the Lessor immediately preceding the Rent Review Date;
- “NCPI” is the last published Consumer Price Index prior to the Rent Review Date;
- “OCPI” is the Consumer Price Index as published prior to the date upon which the Rent was most recently reviewed, varied or set pursuant to the terms of the Sublease or any previous sublease (or previous subleases) which contained an option to renew (or a chain of options to renew) which gave rise to this Sublease.
- (2) **“Consumer Price Index”** means the Consumer Price Index for Canberra (All Groups) as published by the Australian Statistician (or such person or office which fulfils the relevant function fulfilled by the Australian Statistician at the commencement of the Sublease). In the event that the Consumer Price Index is adjusted (for example by changing the base index number or changing the year of the base index number), or there is any suspension or discontinuance of the Consumer Price Index by the Australian Statistician, then the Consumer Price Index will mean such index figure or statistic published at the relevant dates in the Australian Statistician’s summary of Australian statistics which reflects fluctuations in the cost of living in Canberra and which the parties may mutually agree upon, and if they are unable to agree, then such index figure or statistic as may be determined by the President for the time being of the Australian Property Institute or some person nominated by the President whose decision will be conclusive and binding. This definition will apply notwithstanding that there may be significant changes over time in the composition and weighting of the items by reference to which the Consumer Price Index is calculated.
- (3) The Lessee must continue to pay the current instalments of the Rent due until the new Rent is determined. Within 21 days after the Lessor has notified the Lessee the new Rent, the Lessee must adjust and pay the amount due to the Lessor as Rent from the Rent Review Date.

- B. (1) **"Rent Increase by X%"** (where X% is a specified percentage figure) means a Rent adjustment in accordance with the following formula:

$$\text{NYR} = \text{OYR} \times \frac{100 + X}{100}$$

Where:

- "NYR" is the new Rent payable by the Lessee to the Lessor commencing from the Rent Review Date;
"OYR" is the Rent payable by the Lessee to the Lessor immediately preceding the Rent Review Date;
"X" is the specified percentage in Item 8.

- (2) The Lessee must continue to pay the current instalments of the Rent due until the new Rent is determined. Within 21 days after the Lessor has notified the Lessee of the new Rent, the Lessee will adjust and pay the amount due to the Lessor as Rent from the Rent Review Date.

- C. (1) **"Market Rent"** means an adjustment to the Rent that could reasonably be expected to be paid for the Premises if unoccupied and offered for rent for the use set out in Item 9.

- (2) The Lessor will, not earlier than 4 months prior to the Rent Review Date to which Market Rent applies, give the Lessee a notice in writing stating the amount which, in the Lessor's opinion, is the Market Rent for the Premises as at that Rent Review Date.

- (3) The Lessee is taken to have agreed to the Market Rent stated in that notice unless within 28 days of receiving the notice, the Lessee gives the Lessor a notice disputing the Market Rent.

- (4) If the Lessee gives the Lessor a notice under clause (3) disputing the Market Rent, the parties must negotiate in good faith to agree the Market Rent.

- (5) If, 14 days after the Lessee tells the Lessor that the Lessee disputes the proposed Rent applicable from the Rent Review Date either party may ask the President of the Australian Property Institute (Canberra Chapter) to appoint a valuer with at least 5 years' experience to determine the Market Rent having regard to the current market rental.

- (6) The valuer must act as an independent expert and not as an arbitrator, and give written reasons for the decision. The parties must share the valuer's costs equally.

- (7) The valuation of the Market Rent must take into account:

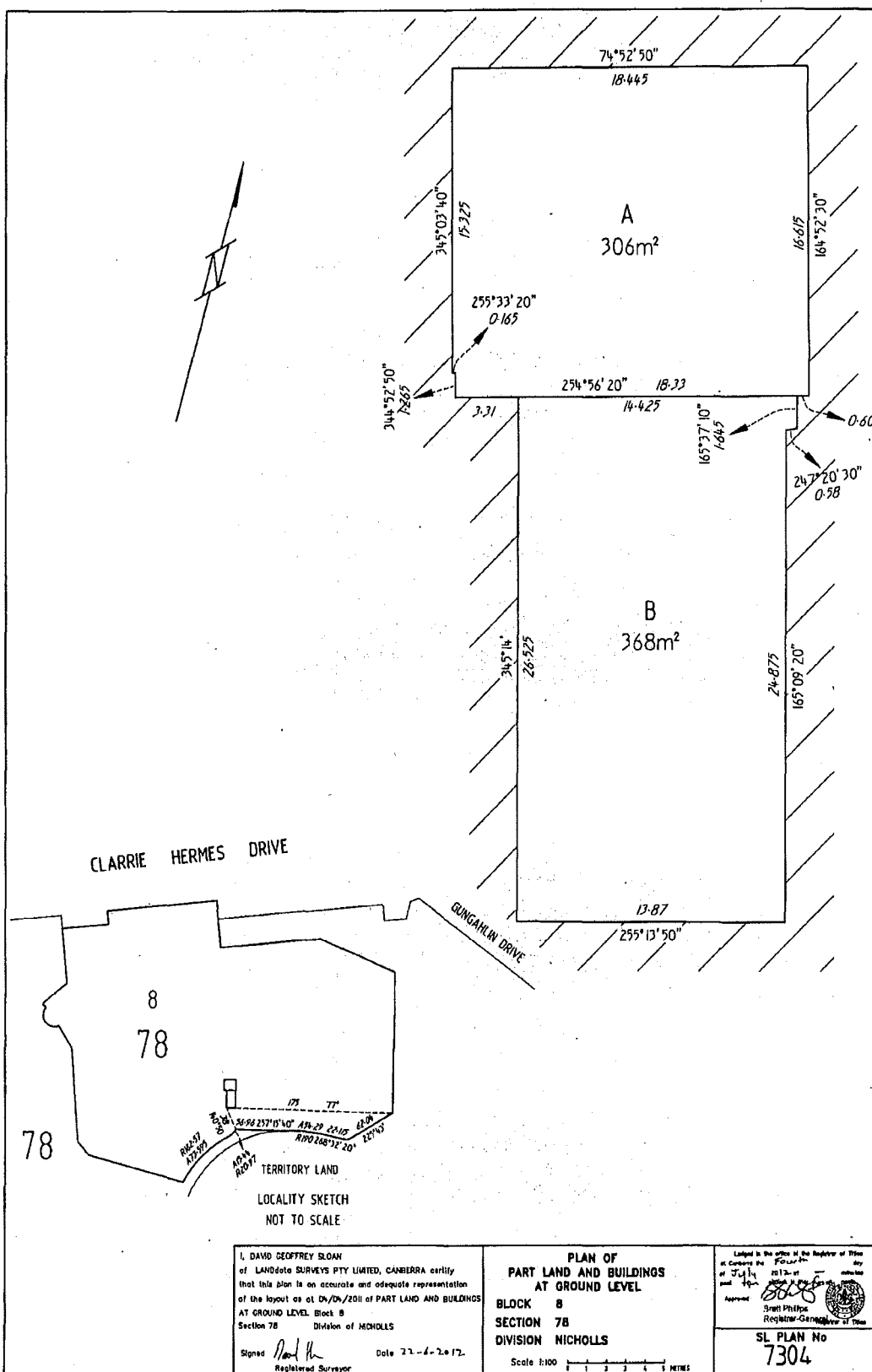
- (a) the terms of the Sublease;
(b) other matters relevant to the assessment of current market rental;
(c) the use of the Premises under the Sublease; and

(d) rent concessions or other benefits frequently or generally offered to prospective lessees of similar Premises,

and must assume that the Premises are unoccupied, but it must not take into account the value of any goodwill or the Lessee's Improvements.

(8) Until the dispute is resolved, or a right is lost, the Lessee must pay the old Rent. Any adjustment is calculated from the Market Review Date. The Lessee must pay any adjustment, or the Lessor must credit the Lessee with it, when the next monthly payment is due.

Schedule 5 – Plan of the Premises



SURVEYOR'S REF 11091.02

Schedule 6 – Variations

The terms of this Sublease are varied as follows:

1. Clause 2.2.1 (2) is amended by replacing the word “monthly” with “annual”.
2. Clause 4.1.1 is deleted and replaced with the following:
 - 4.1.1 The Lessee must pay the Rent by annual instalment in advance from the Commencement Date and on each anniversary of the Commencement Date for the Term.
3. Clause 4.1.2 is deleted.
4. Clause 10.4 (1) is deleted and replaced with the following:
 - 10.4(1)The Lessee’s Improvements (of a structural nature) will pass to the Lessor on expiry or earlier termination of this Sublease;
5. Clause 17 is deleted and replaced with the following:
 17. Compensation
 - 17.1 The parties agree that on expiration or earlier termination of this Sublease, the Lessee will be entitled to receive compensation from the Lessor in respect of any Lessee’s Improvements (of a structural nature), erected on the Premises by the Lessee in accordance with clause 26.
 - 17.2 The amount of compensation will be ascertained by obtaining a Market Valuation of the Lessee’s Improvements (of a structural nature), such Market Valuation to be determined by a Valuer to be appointed by the parties.
 - 17.3 Where the parties cannot agree on the appointment of a Valuer within 14 days, the Valuer is to be nominated at either party’s request by the President of the API.
6. Clause 19 is deleted and replaced with the following:
 19. This Sublease may be terminated, without cause, by either party giving the other party twenty four (24) months written notice, or notice for such shorter period as agreed by the parties in writing. Subject to clause 10.4, neither party will have any action against the other in respect of the termination of this Sublease pursuant to this clause. The right to terminate early will not prejudice a claim by a party in respect of any breach of the Sublease arising prior to termination.
7. Clause 26 is to be inserted:
 - 26.1 The parties agree that the Lessee will construct improvements on the land in accordance with the attached plans referred to as “Annexure A”.

26.2 The parties agree that the Lessee will complete construction of the improvements and obtain all necessary approvals required by law on or before 31 December 2012, or such later date as the Lessor may approve in writing.

ANNEXURE A

ANNEX A

AREA CALCULATIONS

EXISTING BUILDING AREA.....	280.4m ²
PROPOSED NEW BUILDING.....	154.9m ²
BLOCK AREA.....	3657.8m ²
TOTAL PROPOSED GFA.....	154.9m ²
PLOT RATIO TO BE ADDED TO SITE =	0.0016%

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 NOTICE OF DECISION
 PURSUANT TO SECTION 162

Delegate name: RAVI SINGH
 Date: 10/11/2011

SITE PLAN
 SCALE 1:500 @ A3

DEZIGN PTY. LTD.
 1/100122 PUL, BUCKLEYS
 1/100122 PUL, BUCKLEYS
 1/100122 PUL, BUCKLEYS
 1/100122 PUL, BUCKLEYS
 1/100122 PUL, BUCKLEYS

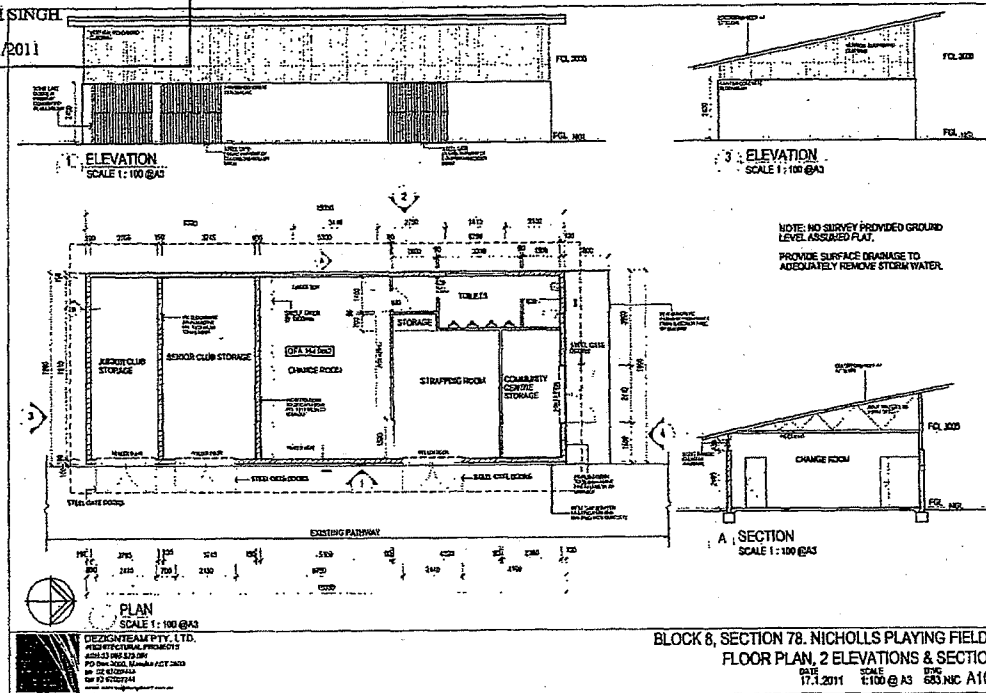
BLOCK 8, SECTION 78, NICHOLLS PLAYING FIELDS
SITE PLAN
 DATE: 17.1.2011 SCALE: 1:500 @ A3 DRAWN: 1/002

PLANNING AND DEVELOPMENT ACT, 2007
APPROVAL GRANTED
SUBJECT TO THE CONDITIONS SET OUT IN THE
NOTICE OF DECISION
PURSUANT TO SECTION 162

ANNEX B

Delegate name RAVISINGH

Date 10/11/2011



LIGHTING GENERAL NOTES

1. All lighting shall be in accordance with the following notes and specifications.

2. All lighting shall be in accordance with the following notes and specifications.

3. All lighting shall be in accordance with the following notes and specifications.

4. All lighting shall be in accordance with the following notes and specifications.

5. All lighting shall be in accordance with the following notes and specifications.

6. All lighting shall be in accordance with the following notes and specifications.

7. All lighting shall be in accordance with the following notes and specifications.

8. All lighting shall be in accordance with the following notes and specifications.

9. All lighting shall be in accordance with the following notes and specifications.

10. All lighting shall be in accordance with the following notes and specifications.

DESIGN GENERAL CODE

1. All lighting shall be in accordance with the following notes and specifications.

2. All lighting shall be in accordance with the following notes and specifications.

3. All lighting shall be in accordance with the following notes and specifications.

4. All lighting shall be in accordance with the following notes and specifications.

5. All lighting shall be in accordance with the following notes and specifications.

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9. All lighting shall be in accordance with the following notes and specifications.

10. All lighting shall be in accordance with the following notes and specifications.

PLANNING AND DEVELOPMENT ACT 2007

APPROVAL GRANTED

SUBJECT TO THE CONDITIONS SET OUT IN THE
NOTICE OF DECISION
PURSUANT TO SECTION 162

Delegate name **RAVI SINGH**

Date **10/11/2011**

LEGEND

WALL MOUNTED LIGHT

WALL MOUNTED FLOOD LIGHT

CRIME PREVENTION & LIGHTING PLAN

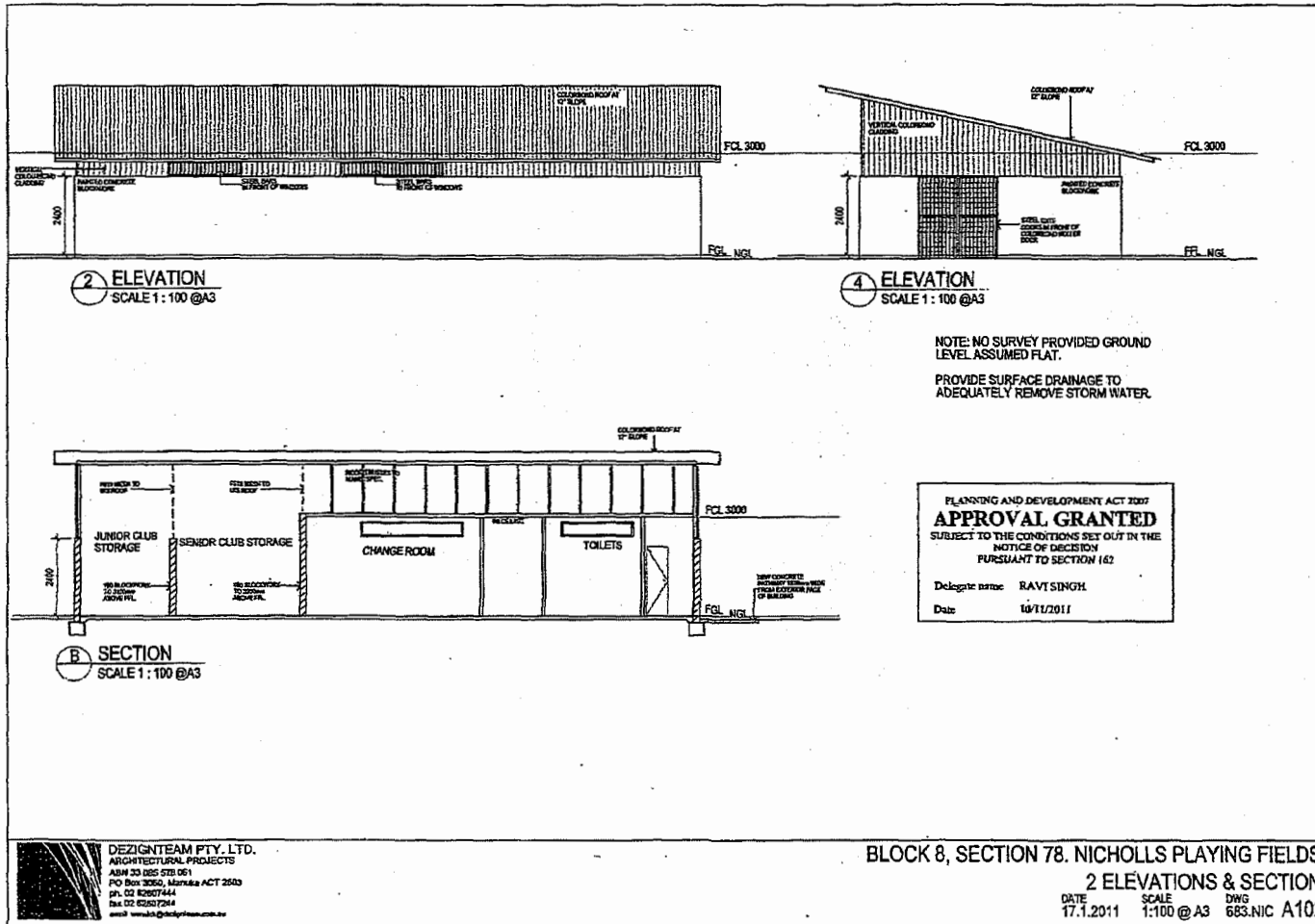
SCALE 1:200 @A3

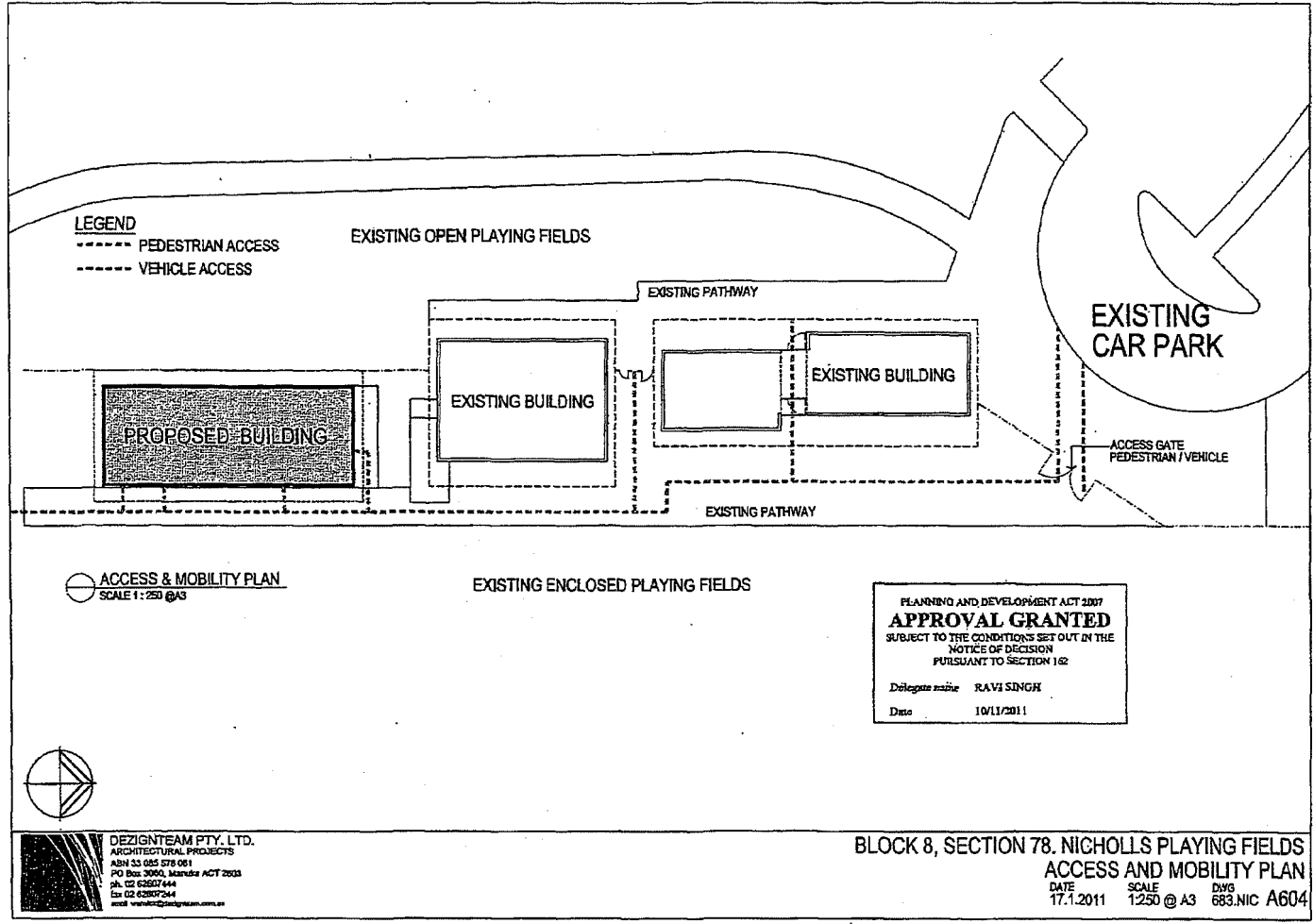
DEZIGNTEAM PVT. LTD.
ARCHITECTURAL DESIGNERS
101/102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

BLOCK 8, SECTION 78, NICHOLLS PLAYING FIELDS

CRIME PREVENTION AND LIGHTING PLAN

DATE: 17.12.2011
SCALE: 1:200 @A3
SHEET: 683/NC A603





LEGEND
 - - - - - PEDESTRIAN ACCESS
 VEHICLE ACCESS

EXISTING OPEN PLAYING FIELDS

EXISTING PATHWAY

EXISTING CAR PARK

PROPOSED BUILDING

EXISTING BUILDING

EXISTING BUILDING

EXISTING BUILDING

ACCESS GATE
PEDESTRIAN / VEHICLE

EXISTING PATHWAY

ACCESS & MOBILITY PLAN
SCALE 1:250 @A3

EXISTING ENCLOSED PLAYING FIELDS

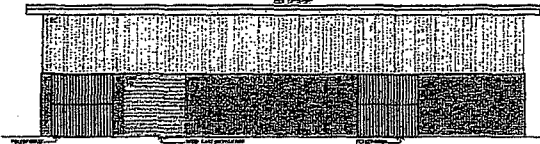
PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 NOTICE OF DECISION
 PURSUANT TO SECTION 162
 Delegate name RAVI SINGH
 Date 10/11/2011



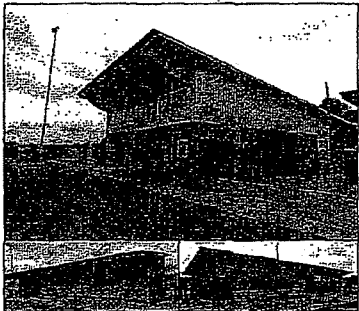
DEZIGNTEAM PTY. LTD.
 ARCHITECTURAL PROJECTS
 ABN 53 045 578 061
 PO Box 3060, Manuka ACT 2603
 ph 02 62507444
 fax 02 62507244
 www.dezignteam.com.au

BLOCK 8, SECTION 78. NICHOLLS PLAYING FIELDS
 ACCESS AND MOBILITY PLAN
 DATE 17.1.2011 SCALE 1:250 @ A3 DWG 683.NIC A604


ANNEX C




ELEVATION
SCALE 1:100 @A




EXISTING BUILDINGS
NOTE: FINISHES TO MATCH EXISTING
RENDERING FINISHES AS CLOSELY AS
POSSIBLE.



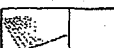
PAINTED BLOCKWORK **[PFW]**
COLOUR: DULUX - CUMQUAT
CREAM (TO MATCH EXISTING BUILDING
NEXT DOOR)




COLORBOND CLADDING **[CBC]**
COLOUR: SURFMIST




**COLORBOND ROLLER
DOOR** **[CRD]**
COLOUR: SURFMIST




COLORBOND ROOF **[CBR]**
COLOUR: SURFMIST



ALUMINIUM WINDOWS **[AFW]**
COLOUR: WHITE



**STEEL GATE & WINDOW
GRILLS** **[SG]**
COLOUR: BERRY GREY



DESIGNTEAM PTY. LTD.
ARCHITECTURAL PROJECTS
10/11 2011 07:08
17/1 2011 07:08 ACT 162
16-02 07:08
10/11 2011 07:08

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
SUBJECT TO THE CONDITIONS SET OUT IN THE
NOTICE OF DECISION
PURSUANT TO SECTION 162

Delegate name **RAVI SINGH**
Date **10/11/2011**

BLOCK 8, SECTION 78, NICHOLLS PLAYING FIELDS
COLOUR SAMPLE SCHEDULE
DATE 17.1.2011 SCALE 1:100 @ A3 DWG 653.A/C A602



LOCATION PLAN
SCALE 1:2000 @ A3

NICHOLLS PLAYING FIELDS BLOCK 8, SECTION 78

DRAWING SCHEDULE

- A001 - LOCATION PLAN
- A601 - SITE ANALYSIS
- A002 - SITE PLAN
- A101 - FLOOR PLAN , 2 ELEVATIONS & SECTION
- A102 - 2 ELEVATIONS & SECTION
- A602 - COLOUR SAMPLE SCHEDULE
- A603 - CRIME PREVENTION & LIGHTING PLAN
- A604 - ACCESS & MOBILITY PLAN

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 NOTICE OF DECISION
 PURSUANT TO SECTION 162

Delegated name: RAVI SINGH
 Date: 10/11/2011

 DESIGNTEAM PTY. LTD.
 ARCHITECTURAL PROJECTS
 ABN 33 025 578 061
 PO Box 3050, Manuka ACT 2603
 ph. 02 62507444
 fax 02 62507244
 email info@designteam.com.au

BLOCK 8, SECTION 78. NICHOLLS PLAYING FIELDS
LOCATION PLAN

DATE 17.1.2011 SCALE 1:2000 @ A3 DWG 683.NIC A001

Executed as an Agreement

DATE OF THIS AGREEMENT 16th December 2013

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
in the presence of:

)
) X
) Signature of Territory delegate

[Handwritten signature]
Print name

X *[Handwritten signature]*
Signature of witness

Christin Sordor
Print name

SIGNED by or for and on behalf of
GUNGAHLIN EAGLES RUGBY
UNION CLUB INCORPORATED ABN
32 641 007 601

)
) *[Handwritten signature]*
) Signature of authorised Representative*

Tim Davis - PRESIDENT
Print name and position

)
) *[Handwritten signature]*
) Signature of second authorised representative*
*see note below

D. Foaks Vice President
Print name and position



please note

Note:

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

Individual: Must be signed by the individual and witnessed.

Incorporated Association: Must be signed in accordance with the Association's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the constitution but is generally not required.



Consent granted under Section 252 of the Planning and Development Act 2007

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Department of Jus



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Monica Saad
28-2-13
Delegate of the Authority

SUBLEASE



Form 072 - SL

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Postal Address	Contact Telephone Number	
Settlements ACT GPO Box 2193 CANBERRA ACT 2601 Tel: (02) 6248 5797			

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1765:8	NICHOLLS	78	8	

FULL NAME OF LESSOR/OWNER (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS OF LESSOR
AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the Australian Capital Territory (Self-Government) ACT 1988 (Cwlth)	C/- Sports and Recreation, Economic Development Directorate, PO Box 147 Civic Square ACT 2608

FULL NAME OF LESSEE/TENANT (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS OF LESSEE
NICHOLLS SPORTS PRECINCT LIMITED ACN 098 552 320	27 GREENOUGH CIRCUIT KALEEN ACT 2617

TENANCY OF LESSEE (Only complete if more than one Lessee)

Joint Tenants / Tenants in Common (in the following shares) -

AREA BEING LEASED

Whole of the Land **OR** Area/Shop/Tenancy Unit A on Sublease Plan/s No.s 7304

SUBLEASE COMMENCEMENT DATE	SUBLEASE TERMINATION DATE
1 December 2012	30 November 2022

CONDITIONS (Tick whichever is applicable – At least one box will apply)

The covenants implied at sections 119 and 120 of the Land Titles Act 1925 are hereby negated.	<input type="checkbox"/>
The provisions set forth in the registered Memorandum of Provisions (MOP) to be incorporated herein / as modified by annexure as attached. Please provide registered MOP number below.	<input type="checkbox"/>
The covenants and conditions set out in the annexure attached are deemed to be incorporated	<input checked="" type="checkbox"/>

Provide registered MOP number

CONSENTING PARTY – SUPPORTING DOCUMENTATION DATE
 (One form required for each party required to consent)

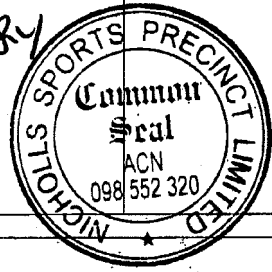
Please complete and attach – Form 042 – C – Consent 21 DECEMBER 2012

LESSOR'S EXECUTION

<p>Print full name of Lessor</p> <p>AUSTRALIAN CAPITAL TERRITORY by its authorised delegate:</p> <p><i>Jenny Priest</i> Signature of Delegate</p> <p>Name: Jenny Priest Position No: E00014 Position: DIRECTOR, SPORT & RECREATION SERVICES Economic Development Directorate</p> <p>Signature or common seal of Lessor</p>	<p>Print full name and address of witness</p> <p>BRIAN ASHCROFT 220 Northbourne Avenue Braddon</p> <p>Signature of witness <i>B. Ashcroft</i></p>
--	--

LESSEE'S EXECUTION

<p>Print full name of Lessee</p> <p>NICHOLLS SPORTS PRECINCT LIMITED ACN 098 552 320 in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:</p> <p><i>Graham Johnson</i> Signature of Director/Secretary</p> <p>GRAHAM JOHNSON, DIRECTOR Print name and position</p> <p><i>Tim Power</i> Signature of Director/Secretary</p> <p>TIM POWER, SECRETARY Print name and position</p> <p>Signature or common seal of Lessee</p>	<p>Print full name and address of witness</p> <p>Signature of witness</p>
--	---



OFFICE USE ONLY

Lodged by	<i>[Signature]</i>	Certificate of title lodged	176518.1
Data entered by		Certificates attached to title	-
Registered by	<i>[Signature]</i> 1.11.13.	Attachments / Annexures	ANNEXURE
Registration date		Production number	-



ACT
Government

Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1765:8	NICHOLLS	78	8	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
SUBLEASE	34

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
AUSTRALIAN CAPITAL TERRITORY AND NICHOLLS SPORTS PRECINCT LIMITED ACN 098 552 320

Date 21 December 2012

SUBLEASE

BETWEEN

AUSTRALIAN CAPITAL TERRITORY

AND

**NICHOLLS SPORTS PRECINCT LIMITED
ACN 098 552 320**

**SUBLEASE FOR OCCUPATION
OF TERRITORY LAND
SUBJECT TO A CROWN LEASE
(VACANT LAND)**

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Lessor**) represented by Sports and Recreation Services, being part of the Economic Development Directorate.

NICHOLLS SPORTS PRECINCT LIMITED ACN 098 552 320 of 27 Greenough Circuit Kaleen in the Australian Capital Territory (**Lessee**).

IT IS AGREED by the parties as follows:

1 Interpretation

1.1 Definitions

In this Sublease unless the context otherwise requires:

Bond means a bond provided by the Lessee in the amount specified in Item 14.

Commencement Date means the date set out in Item 5.

Common Area means those parts of the Land which are not separately sublet, licensed or occupied and are intended by the Lessor to be for the common use of occupiers of the Land.

Contact Officer means, in relation to each party, the representative whose name and contact details are specified in Item 13, or as notified in writing from time to time by one party to the other.

General Charges means those items set out in section 3 of Schedule 2.

Insurance Determination means any relevant statutory instrument relating to public liability insurance made under the *Financial Management Act 1996*.

Item means an item in the Schedule 1.

Land means the land described in Item 2.

Leases Act means the *Leases (Commercial and Retail) Act 2001* (ACT) as amended or varied from time to time.

Lessee means the person or organisation named in Item 1 and, if a natural person or persons, their respective executors, administrators and permitted assigns, and if a company or

incorporated association, its successors and permitted assigns.

Lessee's Improvements

means each of the following, as applicable:

- (1) any improvements including buildings or other structures:
 - (a) constructed or placed in or on the Premises by the Lessee; or
 - (b) constructed or placed in or on the Premises at the Lessee's expense and/or direction, before or after the Commencement Date;
- (2) any fittings, fixtures or goods erected, installed or placed in or on the Premises by the Lessee including any partitions or devices for heating or cooling or fire prevention, before or after the Commencement Date; or
- (3) any improvements in or on the Premises which is not Lessor's Property.

Lessor

means the Territory, its successors and assigns.

Lessor's Property

means any improvements constructed or placed in or on the Premises by the Lessor.

Option Term

means a sublease for a further term for the period set out in Item 11.

Premises

means that part of the Land described in Item 3.

Rent

is the rent per annum in Item 7 as varied from time to time in accordance with this Sublease.

Rent Review Dates

means the dates set out in Item 8(a).

Schedule

means any schedule forming part of this Sublease.

Service Charges

means those items set out in section 2 of Schedule 2.

Statutory Charges

means those items set out in section 1 of Schedule 2.

Sublease

means the Registrar-General's sublease form, this document and all Schedules and attachments.

Term

means the term specified in Item 4, or if extended under clause 2.2, the initial term and the extended term.

Territory means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

1.2 General

In this Sublease, unless a contrary intention is expressed:

- (1) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations, determinations and instruments issued under the legislation;
- (2) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (3) "include" is not to be construed as a word of limitation;
- (4) headings have no effect on the interpretation of the provisions;
- (5) an obligation imposed by this Sublease on more than one person binds them jointly and severally;
- (6) words and expressions importing natural persons include body corporates, associations, government and local authorities and agencies; and
- (7) any provisions in a Schedule form part of this Sublease.

2 Sublease

2.1 Grant

From the Commencement Date, the Lessor grants a Sublease over the Premises to the Lessee for the Term, at the Rent on the terms set out in this Sublease.

2.2 Holding Over

2.2.1 If the Lessee continues to occupy the Premises after the expiration of the Term, with the consent of the Lessor, the Lessee:

- (1) is a monthly lessee;

(2) at the monthly Rent applying at the end of the Term, reviewed annually on the day referred to in Item 8(a) in accordance with the method of review set out in Item 8(b), and calculated in accordance with the formula set out in Schedule 4; and

(3) occupies the Premises upon the conditions of this Sublease.

2.2.2 The monthly tenancy may be ended by either party giving one month's written notice to the other and may be given at any time.

3 Option to renew

3.1.1 This clause applies if Item 11 has been completed with an Option Term and the Lessee wishes to take a further sublease of the Premises for that Option Term after the expiry of the Term.

3.1.2 The right to exercise the option under this clause is conditional upon the Lessee:

(1) punctually paying the Rent and observing the covenants throughout the Term;

(2) not being in breach of the sublease at the time of exercise of the option; and

(3) serving on the Lessor, written notice no more than six months but no less than three months before the date of expiry of the Term.

3.1.3 Subject to Clause 3.1.2, the Lessee may, by service of the notice referred to in this clause, accept the offer by the Lessor to grant a renewal of a sublease and the new sublease will issue for the Option Term, at a rental to be determined in accordance with the provisions of Schedule 4 and upon terms and conditions then appearing in any standard sublease issued by the Lessor at that time for properties of a similar nature to the Premises, provided that the new sublease will not include this clause.

4 Rent

4.1 Rent

4.1.1 The Lessee must pay the Rent by equal monthly instalments in advance from the Commencement Date and on the first day of every month for the Term.

4.1.2 If an instalment is for a period of less than one month, then that instalment is equal to the amount calculated by dividing the Rent by the number of days in the sublease year in which the period commences and multiplying the result by the number of days in the period.

4.2 Review of Rent

The Rent will be reviewed on the Rent Review Dates in accordance with the corresponding method of rent review noted in Item 8(b) and in accordance with Schedule 4.

4.3 Interest on Overdue Monies

4.3.1 If the Rent or any other monies payable by the Lessee are not paid by the due date, then the Lessee must pay to the Lessor interest at the rate per annum shown in Item 12 on those monies from the date on which they fall due until the date of payment or recovery.

4.3.2 The Lessor is entitled to recover the interest from the Lessee as if it was Rent in arrears. Nothing in this clause restricts or prejudices any right of the Lessor in respect of the monies due.

5 Other Payments

5.1.1 The Lessee must promptly pay;

- (1) all charges for gas, electricity, oil and water separately metered or supplied and consumed in or on the Premises;
- (2) all charges in respect of any telephone or other communication services connected to the Premises; and
- (3) all other charges for the supply of any service separately supplied to the Premises.

5.1.2 If water and/or electricity consumption is not separately metered to the Premises, the Lessee must pay a proportion of the amount of consumption charges metered to the Land as the Lessor deems appropriate, acting reasonably, having regard to the size of the Premises, other occupants on the Land, the respective use by all occupants on the Land (including the Lessee) and any other factor which is relevant.

5.1.3 The Lessee must, within 30 days of receipt of a written request from the Lessor, pay to the Lessor all charges and expenses for Statutory Outgoings, Service Charges and General Charges that are payable by the Lessee as set out in Schedule 2. For convenience, the respective percentage of contributions to be met by each party is specified in Schedule 2. Where there is any discrepancy between the provisions of this clause and Schedule 2, the provisions of Schedule 2 will apply.

5.1.4 The Lessee must, within 30 days of receipt of a written request from the Lessor, pay to the Lessor all charges and expenses that are payable by the Lessee.

6 Legal Costs and Disbursements

6.1 Cost of Sublease preparation

The Lessor and Lessee will each bear their own costs (including legal costs and disbursements) in relation to the negotiation, preparation and execution of this Sublease.

6.2 Stamp duty

The Lessor will pay all stamp duty (if any is payable) assessed on the Sublease.

6.3 Lessee's additional costs

In addition to all costs and expenses for which the Lessee is liable at law or in equity to pay, the Lessee will pay to the Lessor, on demand; the Lessor's reasonable costs and expenses (including reasonable legal costs assessed on a solicitor and client basis and registration fee and taxes, which may be payable):

- (1) for, and incidental to, any variation, surrender or termination of this Sublease;
- (2) in respect of any consent by the Lessor required under this Sublease;
- (3) incurred by or on behalf of the Lessor in consequence of, or arising out of, any default in the due observance or performance of any covenant or obligation on the part of the Lessee;
- (4) incurred by the Lessor in consequence of any request of, or application by, the Lessee; or
- (5) incurred by the Lessor as a result of the exercise, or attempted exercise, of any of the Lessor's rights or powers.

6.4 Registration costs

The Lessee must pay the cost of registration of this Sublease.

7 Bond

7.1 Provision of Bond

If the Lessor requires payment of a Bond, the Lessee must deliver the Bond to the Lessor on or before the Commencement Date.

7.2 Use of Bond

The Lessor may use the Bond if the Lessee does not comply with any of its obligations under this Sublease (including any extension or holding over), and the Lessor may have recourse to the Bond without notice to the Lessee.

7.3 Return of bond

Within 30 days of the expiry of this Sublease (or any holding over, renewal or extension of this Sublease) or the Lessee vacating the Premises, whichever is the later, the Lessor must repay to the Lessee, the Bond (or so much as the Lessor has not previously called upon).

7.4 Bank guarantee

In substitution for the Bond, the Lessee may elect to provide an unconditional and irrevocable written undertaking by a bank, in favour of the Lessor and containing terms and conditions reasonably required by the Lessor for the same amount.

7.5 Additional bond or bank guarantee

If the Lessor has recourse to any amount of the Bond or calls on the bank guarantee, then, no later than seven days after the Lessor gives the Lessee a notice asking for it, the Lessee must deliver to the Lessor an amount equal to the Bond moneys called upon or a replacement or additional bank guarantee so that the amount guaranteed is equal to the amount of the original Bond or bank guarantee.

8 Use of Premises

8.1 Use of Premises

The Lessee must not use or occupy the Premises except for the use set out in Item 9 or any such other purpose consented to by the Lessor in writing.

8.2 Crown lease

The Lessee must not use the Premises for any purpose other than as permitted by the Crown lease for the Land.

8.3 No interference

The Lessee must not do anything in or about the Premises which in the reasonable opinion of the Lessor:

- (1) is noisy, obnoxious, immoral, offensive or a nuisance or disturbance to the Lessor or other persons using the Land; or
- (2) may be the cause of damage or excessive vibration.

8.4 No warranty as to suitability

- 8.4.1 The Lessee acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Lessor as to the suitability of the Premises or the Land for any purposes or as to the facility and amenities of

the Premises or the Land except as contained in this Sublease. The Lessee must satisfy itself in respect to the use to which the Premises may be put and acceptance of this Sublease acknowledges full knowledge of any prohibitions or restrictions on the use of the Premises, including any imposed by law.

8.4.2 Where the permitted use of the Premises requires the consent of any authority, the Lessee must obtain that consent at its own expense. The Lessee must keep current the licenses and permits required to use the Premises.

8.5 Signs

The Lessee must not fix or place any sign, notice, advertisement or other thing on any part of the Premises without the consent in writing of the Lessor and then only in such colour, size and style and in such places as approved by the Lessor, such approval not to be unreasonably withheld.

8.6 Compliance with laws

The Lessee must comply, at its expense, with all laws and the requirements of any authority in connection with the Lessee's use or occupation of the Premises.

8.7 Keep clean

The Lessee must:

- (1) keep the Premises and immediate surroundings clean and tidy (including mowing, if applicable), and free from refuse and vermin;
- (2) not store or place any objects on the area surrounding the Premises; and
- (3) allow reasonable access to the Premises by the Lessor and its contractors and employees to enable it to carry out any obligation required by this Sublease.

8.8 Statutory notices

8.8.1 If the Lessee receives a notice from any authority in respect of the Premises, the Lessee must immediately notify the Lessor in writing.

8.8.2 The Lessee must comply promptly with all notices received from any authority in respect of the Premises except such notices as would have been given irrespective of the Lessee's use and occupation of the Premises.

8.9 Notice of defect

The Lessee must immediately give notice to the Lessor of any damage to the Premises and any accident affecting water, gas or oil pipes, electricity lines or any defect in them and any other facilities provided by the Lessor.

8.10 Infectious illnesses

If any infectious illness occurs in the Premises, the Lessee must immediately notify the Lessor and have the Premises fumigated and disinfected by a suitably certified contractor, at the expense of the Lessee, to the satisfaction of any relevant authority.

8.11 Rubbish

The Lessee will keep the Premises free from rubbish including placing all rubbish in proper receptacles that the Lessee will install. The Lessee will arrange for the regular clearing of the receptacles and the regular removal of all rubbish. The Lessee will not create any rubbish or deposit any rubbish on the Common Area except for collection in such proper receptacles as are approved by the Lessor from time to time.

8.12 Flammable liquids and substances

8.12.1 The Lessee must not store or use chemicals or flammable, volatile or explosive substances on the Premises except for substances used in the normal course of the Lessee's business and must not in any way create any actual or potential fire hazard in the Premises.

8.12.2 If the Lessee stores or uses chemicals or flammable, volatile or explosive substances in the normal course of the Lessee's business, the Lessee must keep those substances in a safe and secure manner consistent with all laws and guidelines of all relevant authorities.

8.12.3 The Lessee must permit the Lessor to enter the Premises at any time to control any actual or potential fire hazard and if the hazard, in the reasonable opinion of the Lessor, results from the use of the Premises by the Lessee, the Lessee must pay to the Lessor immediately on notification, the costs of the Lessor in carrying out that work.

9 Alterations and Fitout

9.1 No alterations without consent

9.1.1 The Lessee will not, without the prior written consent of the Lessor, erect any improvements or make any alterations or additions to the Lessee's Improvements on the Premises or permit or suffer the same to be made.

9.1.2 The Lessee must, in the course of erecting any improvements or making any alterations or additions:

- (1) comply with the requirements of the Lessor and all relevant authorities;
- (2) obtain all necessary consents and approvals from all relevant authorities;
and

(3) not interfere with the quiet enjoyment of any other users of the Land.

9.1.3 The Lessor in its absolute discretion, may refuse to consent to the erection of improvements or the making of alterations or additions.

9.2 Installing equipment

The Lessee will not, without the prior written consent of the Lessor, install any water, electrical or gas fixture or appliance or any apparatus for light, air, heating or cooling.

10 Repairs, Maintenance and Replacement

10.1 Lessor's obligations

10.1.1 The Lessor will repair and maintain the Lessor's Property on the Premises.

10.1.2 The Lessor will not be required to repair, maintain or replace any of the Lessee's Improvements.

10.2 Acknowledgement

The Lessee acknowledges that, at the Commencement Date and the date of first occupation of the Premises by the Lessee (if applicable), the Premises and the Lessor's Property on it were in good repair and condition.

10.3 Lessee to repair

The Lessee must repair and maintain the Lessee's Improvements to the satisfaction of the Lessor and any relevant authorities.

10.4 Make Good

The Lessee must, at the time of, or immediately before, the expiration of the Lessee's occupancy (and in this regard time is of the essence);

- (1) remove all the Lessee's Improvements and make good any damage associated with that removal;
- (2) remove all signs, notices, advertisements, ornaments or other things placed by the Lessee on the Premises; and
- (3) leave the Premises in a clean and tidy condition, free from all rubbish.

10.5 Notices to repair

The Lessor may, at any time, serve on the Lessee a notice in writing of any defect which the Lessee is required to repair. The Lessee will repair the defect within 21 days of the date of service of the notice (or such other period as agreed). The Lessor may specify a period of less than 21 days within which to

repair if the defect is likely to cause damage to the Premises or Land or may cause injury to any person.

10.6 Leaving Lessee's Improvements and goods behind

To the extent permitted by law, if the Lessee leaves any Lessee's Improvements or goods on the Premises for more than 21 days after the expiry of this Sublease, the Lessor may dispose of them in any way the Lessor sees fit. In addition, any such Lessee's Improvements or goods will, at the Lessor's election, become the Lessor's property absolutely and the Lessor may deal with them without accounting to the Lessee.

10.7 Lessor's right to enter

The Lessor and persons authorised by the Lessor have the right to enter the Premises at reasonable times, and on reasonable notice (but without any notice in any case which the Lessor considers an emergency):

- (1) to view the state of repair and condition of the Premises and conduct investigations;
- (2) where the Lessee has failed to repair any defect in accordance with any notice served by the Lessor; or
- (3) to comply with the terms of any present or future law affecting the Premises or any notice served on the Lessor or the Lessee by the Territory or any competent authority.

11 Insurance

11.1 Insurance Determination

- 11.1.1 The Lessee warrants that it has done all things necessary to enable the Lessor to comply with the Insurance Determination.
- 11.1.2 The Lessee covenants that during the Term it will not act in a manner that will place the Lessor in breach of its obligations under the Insurance Determination.
- 11.1.3 The Lessee warrants it has provided an activity schedule in accordance with the Insurance Determination, attached as Schedule 3, and that the contents of the activity schedule are true and correct.
- 11.1.4 The Lessee warrants that if it varies its activities from those set in Schedule 3, it will provide the Lessor and the ACT Insurance Authority with an updated activity schedule and insurance policy (if required by the Insurance Determination).

11.2 Public Liability

The Lessee, during the Term and any holding over under this Sublease, must keep current a public risk liability policy for an amount for any single

occurrence of not less than the amount referred to in Item 10. The policy must indemnify the Lessor against all actions and demands of any kind arising from the use and occupation by the Lessee and the Lessee's employees, agents, contractors and invitees of the Premises. The policy must note the Lessor's interest.

11.3 General obligations not to increase Lessor's insurance

The Lessee must not do, or permit to be done, anything that would result in any insurance in relation to the Premises being:

- (1) unenforceable;
- (2) voidable; or
- (3) likely to increase the rate of premium on any insurance taken out by the Lessor (except with the approval of the Lessor in writing).

11.4 Fire regulations

In relation to any Lessee's Improvements, the Lessee must comply with the terms of any insurance policy and any sprinkler and fire regulations.

11.5 Production of policy

The Lessee, in respect of any policy of insurance to be taken out by the Lessee, must, on request, produce to the Lessor either a:

- (1) policy of insurance; or
- (2) certificate of currency for the policy.

12 Indemnity and Release

12.1 Risk

The Lessee will occupy, use and keep the Premises at its own risk.

12.2 Indemnity

The Lessee indemnifies the Lessor, its employees, agents and contractors against liability in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused or contributed to by the Lessee and/or the Lessee's employees, agents and contractors except to the extent that the Lessor, through negligence or unlawful act or omission, has caused the relevant loss, damage or injury.

12.3 Release

To the full extent permitted by law, the Lessee hereby releases the Lessor, its employees, agents and contractors from all claims and demands of every kind

and from all liability which may arise in respect of any death or injury to any person or any accident or damage to property of any kind or nature, in or near the Premises or the Land other than as may be caused by the wilful or negligent act of the Lessor, its employees, agents or contractors.

13 Quiet Enjoyment

If the Lessee pays the Rent and other monies payable under this Sublease and observes the covenants and terms of this Sublease, the Lessee may use the Premises without interruption or disturbance from the Lessor or any person claiming under the Lessor, save as specifically provided for in this Sublease.

14 Assignment

14.1 No assignment, subletting or mortgage

The Lessee may only assign this Sublease, underlet the Premises or grant a mortgage over this Sublease with the written consent of the Lessor and may not license or otherwise part with possession of the Premises.

14.2 Lessee to seek consent

Where the Lessee wishes to assign, underlet or grant a mortgage, the Lessee must notify the Lessor in writing of the intention and apply for consent.

14.3 Condition Precedent

The Lessor will not be required to consider an application for consent until after the Lessee has remedied all existing breaches of the conditions of this Sublease.

14.4 Grounds for consideration before consent

Subject to clause 14.5, the Lessor's consent to assign or underlet will not be unreasonably withheld provided that:

- (1) the Lessee is not in default or, having been in default, has had that default waived or excused in writing by the Lessor;
- (2) the person to whom the premises is to be assigned or underlet:
 - (a) is subject to the jurisdiction of the Supreme Court of the Australian Capital Territory;
 - (b) establishes to the satisfaction of the Lessor that they will use the Premises for the purpose permitted in this Sublease;
 - (c) is, to the Lessor's satisfaction, a responsible, respectable and solvent person capable of adequately performing the obligations of the Lessee as set out in this Sublease; and

- (d) has executed a Deed in the form required by the Lessor binding the person to perform and observe the obligations on the part of the Lessee under the Sublease;
- (3) the Lessee pays any reasonable expenses of the Lessor associated with considering the application and documenting the consent to assignment, underletting or mortgage.

14.5 Planning Act Application

In addition, where any restriction on subletting under the Planning and Development Act 2007 applies to the Crown lease for the Land, the Lessor must obtain the consent of the ACT Planning and Land Authority to any proposed assignment or underletting of the Premises. If the ACT Planning and Land Authority does not grant consent, either party may set aside this Sublease without breach.

15 Default and Re-entry

15.1 Default by Lessee

Where the Lessee is in breach of any condition in this Sublease, the Lessor may remedy the breach at any time without notice to the Lessee and without limiting the rights of the Lessor as a consequence of that breach. Where the Lessor so acts, all reasonable costs and expenses incurred by the Lessor (including reasonable legal costs on a solicitor and client basis) in remedying any breach, must be paid by the Lessee to the Lessor immediately upon written notification of the amount and, in default, the amount may be recovered in a court of competent jurisdiction.

15.2 Termination for breach

Where:

- (1) any instalment of the Rent or other money payable by the Lessee to the Lessor is 21 days in arrears (in case of the Rent whether or not demand has been made for it);
- (2) a notice has been served on the Lessee by, or on behalf of, the Lessor specifying a breach of this Sublease and, if applicable, that breach has not been remedied or compensated for in accordance with the notice, provided the notice has allowed at least 21 days in which to remedy or compensate; or
- (3) the Lessee:
 - (a) becomes bankrupt or insolvent;
 - (b) makes any assignment for the benefit of creditors, or makes any arrangement with creditors for liquidation of the debts of the Lessee by composition or otherwise; or

- (c) being a company or an incorporated association, goes into liquidation either voluntarily or compulsorily (except for the purpose of reconstruction or amalgamation), or is wound up, dissolved or placed under official management or a receiver or manager of any of its assets is appointed or an inspector is appointed under the *Corporations Act 2001* (Cwlth),

the Lessor may re-enter upon the Premises or any part of the Premises and terminate this Sublease (but without prejudice to any rights or claim for damages which may have accrued to either party).

16 Lessee's Improvements and goods remaining after breach

16.1 Application

This clause applies:

- (1) where this Sublease has been terminated or the Lessor has re-entered the Premises; and
- (2) in relation to any Lessee's Improvements or goods on the Premises which do not, on termination or re-entry, pass to the Lessor and which remain on the Premises for 21 days after the date of termination or re-entry.

16.2 Removal by Lessor

The Lessor may, to the extent permitted by law:

- (1) remove any goods to which this clause applies from the Premises and store them in such place and manner as the Lessor thinks fit;
- (2) sell the Lessee's Improvements and/or goods and deduct from the proceeds, the Lessor's costs in removing, storing and/or selling them, and account to the Lessee for the balance;
- (3) remove and dispose of any Lessee's Improvements from the Premises and recover the cost of removal and/or disposal from the Lessee; and/or
- (4) retain any Lessee's Improvements and/or goods for its own use.

16.3 Payment of costs

The Lessee must pay to the Lessor, on demand, all reasonable costs and expenses of the Lessor in removing or storing Lessee's Improvements or goods.

17 No compensation

At the expiration of this Sublease, the Lessee will not be entitled to receive any compensation in respect of any Lessee's Improvements or goods remaining on the Premises.

18 Essential Terms

18.1 Essential Terms

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

- (1) subclause 4.1 relating to payment of Rent and subclauses 5.1 regarding other payments to be made by the Lessee;
- (2) clauses 8.1 and 8.2 relating to use of the Premises;
- (3) clause 9.1 relating to alterations;
- (4) clauses 10.3 and 10.4 relating to repair, maintenance and make good;
- (5) clauses 11.1 and 11.2 relating to insurance;
- (6) clause 14.1 relating to assignment, underletting and mortgaging; and
- (7) clause 22.2 relating to payment of GST.

18.2 Acceptance of arrears

The acceptance by the Lessor of arrears or the late payment of Rent or other monies does not constitute a waiver of the essential and continuing obligation of the Lessee to pay Rent and other moneys during the Term on the dates specified in the Sublease.

18.3 Breach of an essential term

The Lessee must compensate the Lessor in respect of any breach of an essential term of this Sublease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement (including the right to terminate this Sublease).

18.4 Loss on repudiation or breach

Where the Lessee's conduct (whether acts or omissions) constitutes:

- (1) a repudiation of the Sublease; or
- (2) a breach of any covenant contained in the Sublease,

the Lessee will compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.

18.5 Quantum of damages recoverable

The Lessor is entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term.

18.6 Certain events of no effect

The Lessor's entitlement to recover damages is not affected or limited by any of the following:

- (1) if the Lessee abandons or vacates the Premises;
- (2) if the Lessor elects to re-enter or to terminate the Sublease;
- (3) if the Lessor accepts the Lessee's repudiation; or
- (4) if the party's conduct constitutes a surrender by operation of law.

18.7 Lessor may remedy defaults

The Lessor may remedy without notice, any default by the Lessee under this Sublease and whenever the Lessor elects to do so, all costs and expenses incurred by the Lessor (including legal costs and expenses) are to be paid by the Lessee immediately on notification.

19 Early Termination

This Sublease may be terminated, without cause, by either party giving the other party six months written notice, or notice for such shorter period as agreed by the parties in writing. Subject to clause 10.4, neither party will have any action against the other in respect of the termination of this Sublease pursuant to this clause. The right to terminate early will not prejudice a claim by a party in respect of any breach of the Sublease arising prior to termination.

20 Common Area

20.1 Common Area

Subject to subclause 20.2, the Lessee and all persons authorised by it, will, at all times, have the right to use the Common Area as ancillary to its occupation of the Premises and, in common with other persons having rights to be on the Land:

- (1) to enter and leave the Premises;

- (2) to load or unload vehicles in any area designated for the purpose by the Lessor; and
- (3) to park private motor vehicles or cycles in such a place and for such a time as the Lessor designates from time to time.

20.2 Control of Common Area

The Common Area will, at all times, be subject to the control of the Lessor who has, subject to this Sublease, the right from time to time to establish, modify and enforce reasonable rules in this regard.

21 Crown Lease

21.1.1 The Lessor covenants punctually to make all payments due and owing under the Crown lease (if any) and to observe the covenants contained in the Crown lease.

21.1.2 Subject to the terms and conditions of this Sublease, the Lessee covenants to observe the covenants contained in the Crown lease on the part of the lessee named in the Crown lease, except for the payment of money by the lessee required by the Crown lease.

22 GST

22.1 GST definitions

In this clause:

Act means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended) and any regulation made under that Act;

GST, Taxable Supply, Input Tax Credit, Supply and Tax Invoice have the same meaning as in the Act;

GST Rate means 10% or if the rate at which GST is calculated under the Act changes, the rate applicable at the relevant time.

Payment includes consideration in the form of money given or received and in a form other than money given or received.

22.2 Payment of GST

A party making Payment to another party for a Taxable Supply under this Sublease must pay to the other party at the same time, an additional amount equal to the amount of the Payment multiplied by the GST Rate.

22.3 Reimbursements

When calculating the amount of:

- (1) any reimbursement to a party under this Sublease; and
- (2) the indemnification under this Sublease of an expense, loss or liability incurred or to be incurred by that party,

the other party may include the GST paid or payable on the Supply giving rise to the amount, but if that party includes the GST that party must deduct the amount of any Input Tax Credit from the amount paid.

22.4 Tax invoice

A party receiving a Payment of GST under this clause must provide a Tax Invoice to the party making the Payment either before or at the same time as the Payment is received.

23 Leases Act

The parties agree that the Leases Act does not apply to this Sublease by virtue of section 12(6)(c) of the Leases Act as the Lessor is subletting vacant land only to the Lessee and at the date of this Sublease any improvements in or on the Premises are the Lessee's Improvements which are the sole responsibility of the Lessee.

24 Special conditions

24.1 Variation of provisions

The parties agree that the provisions of this Sublease may be varied as set out in Item 15.

24.2 Inconsistency

Where there is any inconsistency between the terms of this Sublease and Item 15, the provision of Item 15 will prevail.

25 Miscellaneous

25.1 No waiver

Failure or omission by the Lessor at any time to enforce or require strict or timely compliance with any provision of this Sublease will not:

- (1) affect or impair that provision in any way;
- (2) affect the right or remedy that the Lessor may have in respect of that provision; or
- (3) act as a waiver of any other breach by the Lessee.

25.2 Entire Agreement

This Sublease contains the entire agreement between the parties in relation to the Premises and supersedes any prior representation, negotiations, writing, memoranda and agreements.

25.3 Variation

This Sublease may be varied only by the written agreement of the parties prior to the expiration of this Sublease.

25.4 Severability

Any provision of this Sublease that is illegal, void or unenforceable will not form part of this Sublease to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Sublease will not be invalidated by an illegal, void or unenforceable provision.

25.5 Governing law

This Sublease is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

25.6 Compliance with laws

The Lessee must comply with the laws from time to time in force in the Territory.

25.7 Notices

25.7.1 Any notice, including any other communication, required to be given or sent to either party under this Sublease must be in writing. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address.

25.7.2 In addition, where a notice is given by either party to repair or replace, the notice may be sent by electronic mail to an electronic mail address provided to the transmitting party and is deemed to be served at the time the email was sent.

25.8 Authority to complete

The Lessee authorises the Lessor and its solicitors to complete any blanks with a proper date or details and to make any formal correction necessary to this Sublease.

Schedule 1

Item 1:	Lessee:	Nicholls Sports Precinct Limited ACN 098 552 320
Item 2:	Land:	Part A SLP 7304 Block 8 Section 78 Division Nicholls
Item 3:	Premises:	Unit 1 Nicholls Sports Precinct, Clarrie Hermes Drive Nicholls ACT 2913
Item 4:	Term:	Ten (10) years
Item 5:	Commencement Date:	1 December 2012
Item 6:	Expiry Date:	30 November 2022
Item 7:	Rent:	\$1,000.00 per annum (plus GST)
Item 8:	Rent Review (a) Rent Review Dates (b) Method of rent review:	Annually on the anniversary of the Commencement Date CPI
Item 9:	Use of Premises:	Community Centre activities only
Item 10:	Public Liability Insurance:	\$10,000,000.00
Item 11:	Option Term:	Ten (10) years
Item 12:	Interest Rate:	Five percent per annum (5% pa)
Item 13:	Address for Notices:	Lessor: Sport & Recreation Services Economic Development Directorate Ground Floor Annex 220 Northbourne Avenue BRADDON ACT 2612 Contact Officer: Mr Brian Ashcroft Lessee: Nicholls Sports Precinct Limited 27 Greenough Circuit KALEEN ACT 2617 Contact Officer: Mr Timothy James Power
Item 14:	Bond	Not applicable

Item 15:	Variations:	The standard terms of this Sublease are varied as follows: Refer Schedule 6 - Variations
-----------------	--------------------	---

Schedule 2 – Outgoings and Charges

DISTRIBUTION OF LESSOR AND LESSEE RESPONSIBILITIES IN RELATION TO STATUTORY OUTGOINGS, SERVICE CHARGES AND GENERAL CHARGES

Details of Charges	Percentage of Lessor responsibility (A)	Percentage of Lessee responsibility (B)
SECTION 1 - STATUTORY OUTGOINGS		
Land Tax	100%	0%
General rates	100%	0%
Water and Sewerage rates	100%	0%
SECTION 2 - SERVICE CHARGES		
Electricity	100%	0%
Gas	100%	0%
Water Usage	100%	0%
Telephone and Communications	0%	100%
Cleaning - General	0%	100%
Cleaning – Toilet requisites	0%	100%
Cleaning - windows Internal	0%	100%
Cleaning - windows external	0%	100%
Rubbish removal/tradewaste bins	0%	100%
Insurance - Plate glass	0%	100%
Insurance - Public Liability	0%	100%
Landscaping/Gardening	0%	100%
After hours Air-Conditioning	0%	100%
Air-Conditioning Repairs	0%	100%
Security system - Premises	0%	100%
Pest Control	0%	100%

SECTION 3 - GENERAL CHARGES		
Insurance - Building		100%
Fire Brigade Monitoring		100%
Fire Protection & Fire Extinguishers		100%
Security System - Building		100%
Signage - Internal		100%
Painting		100%
Lifts		100%
Locks and Keys		100%
Floor coverings		100%

ACT Public Liability Insurance Risk Advisory Web Site
PUBLIC LIABILITY RISK PROFILE (Non-profit)

Organisation Details

Organisation Type: Community Groups
Organisation Name: Nicholls Sports Precinct Limited
Address: 27 Greenough Circuit
Kaleen, ACT 2617

Details of current
insurance policies.

RISK ANALYSIS

Based on the information you have provided, your Insurance Risk Self assessment score is: **5**

Item	Score
Community Centre	5

If your Risk Self assessment score is 7 or above, you may be required to submit a **Risk Plan** as well as this Risk Profile. If you have not created a risk plan before, or would like to know more about risk planning, the Act Government offers full risk management and risk planning support. Contact Help Desk on (02) 62055477. If you would like any assistance in relation to risk management or creating a risk plan.

Schedule 4 – Rent Review

1. The Rent will be reviewed effective from each Rent Review Date in accordance with the method of rent review noted next to the relevant Rent Review Date in Item 8.
 2. Each method of rent review will have the meaning and procedure set out in this Schedule.
- A. (1) **“CPI Rent”** means a Rent adjustment in accordance with the following Consumer Price Index formula:

$$\text{NYR} = \text{OYR} \times \frac{\text{NCPI}}{\text{OCPI}}$$

Where:

- “NYR” is the new Rent payable by the Lessee to the Lessor commencing from the Rent Review Date;
- “OYR” is the Rent payable by the Lessee to the Lessor immediately preceding the Rent Review Date;
- “NCPI” is the last published Consumer Price Index prior to the Rent Review Date;
- “OCPI” is the Consumer Price Index as published prior to the date upon which the Rent was most recently reviewed, varied or set pursuant to the terms of the Sublease or any previous sublease (or previous subleases) which contained an option to renew (or a chain of options to renew) which gave rise to this Sublease.
- (2) **“Consumer Price Index”** means the Consumer Price Index for Canberra (All Groups) as published by the Australian Statistician (or such person or office which fulfils the relevant function fulfilled by the Australian Statistician at the commencement of the Sublease). In the event that the Consumer Price Index is adjusted (for example by changing the base index number or changing the year of the base index number), or there is any suspension or discontinuance of the Consumer Price Index by the Australian Statistician, then the Consumer Price Index will mean such index figure or statistic published at the relevant dates in the Australian Statistician’s summary of Australian statistics which reflects fluctuations in the cost of living in Canberra and which the parties may mutually agree upon, and if they are unable to agree, then such index figure or statistic as may be determined by the President for the time being of the Australian Property Institute or some person nominated by the President whose decision will be conclusive and binding. This definition will apply notwithstanding that there may be significant changes over time in the composition and weighting of the items by reference to which the Consumer Price Index is calculated.
- (3) The Lessee must continue to pay the current instalments of the Rent due until the new Rent is determined. Within 21 days after the Lessor has

notified the Lessee the new Rent, the Lessee must adjust and pay the amount due to the Lessor as Rent from the Rent Review Date.

- B. (1) **“Rent Increase by X%”** (where X% is a specified percentage figure) means a Rent adjustment in accordance with the following formula:

$$\text{NYR} = \text{OYR} \times \frac{100 + X}{100}$$

Where:

- “NYR” is the new Rent payable by the Lessee to the Lessor commencing from the Rent Review Date;
“OYR” is the Rent payable by the Lessee to the Lessor immediately preceding the Rent Review Date;
“X” is the specified percentage in Item 8.

- (2) The Lessee must continue to pay the current instalments of the Rent due until the new Rent is determined. Within 21 days after the Lessor has notified the Lessee of the new Rent, the Lessee will adjust and pay the amount due to the Lessor as Rent from the Rent Review Date.

- C. (1) **“Market Rent”** means an adjustment to the Rent that could reasonably be expected to be paid for the Premises if unoccupied and offered for rent for the use set out in Item 9.

- (2) The Lessor will, not earlier than 4 months prior to the Rent Review Date to which Market Rent applies, give the Lessee a notice in writing stating the amount which, in the Lessor’s opinion, is the Market Rent for the Premises as at that Rent Review Date.

- (3) The Lessee is taken to have agreed to the Market Rent stated in that notice unless within 28 days of receiving the notice, the Lessee gives the Lessor a notice disputing the Market Rent.

- (4) If the Lessee gives the Lessor a notice under clause (3) disputing the Market Rent, the parties must negotiate in good faith to agree the Market Rent.

- (5) If, 14 days after the Lessee tells the Lessor that the Lessee disputes the proposed Rent applicable from the Rent Review Date either party may ask the President of the Australian Property Institute (Canberra Chapter) to appoint a valuer with at least 5 years’ experience to determine the Market Rent having regard to the current market rental.

- (6) The valuer must act as an independent expert and not as an arbitrator, and give written reasons for the decision. The parties must share the valuer’s costs equally.

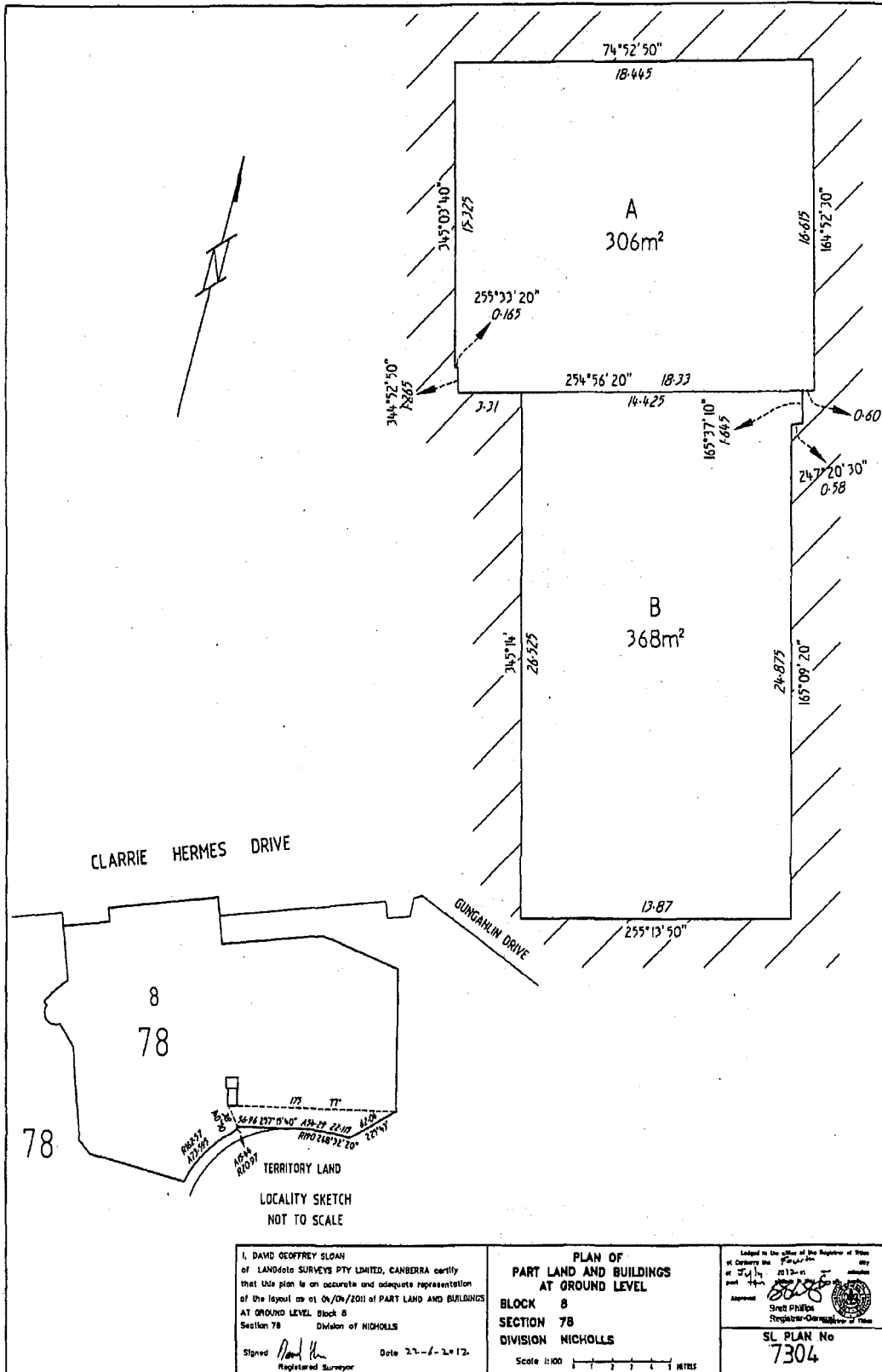
- (7) The valuation of the Market Rent must take into account:

- (a) the terms of the Sublease;
- (b) other matters relevant to the assessment of current market rental;
- (c) the use of the Premises under the Sublease; and
- (d) rent concessions or other benefits frequently or generally offered to prospective lessees of similar Premises,

and must assume that the Premises are unoccupied, but it must not take into account the value of any goodwill or the Lessee's Improvements.

- (8) Until the dispute is resolved, or a right is lost, the Lessee must pay the old Rent. Any adjustment is calculated from the Market Review Date. The Lessee must pay any adjustment, or the Lessor must credit the Lessee with it, when the next monthly payment is due.

Schedule 5 – Plan of the Premises



SURVEYOR'S REF 11092.02

Schedule 6 – Variations

The terms of this Sublease are varied as follows:

1. Clause 2.2.1 (2) is amended by replacing the word “monthly” with “annual”.

2. Clause 4.1.1 is deleted and replaced with the following:

Clause 4.1.1 The Lessee must pay the Rent by annual instalment in advance from the Commencement Date and on each anniversary of the Commencement Date for the Term.

3. Clause 4.1.2 is deleted.

4. Clause 10.4 (1) is deleted and replaced with the following:

10.4 (1) The Lessee’s improvements pass to the Lessor on expiry or earlier termination of this Sublease and are not subject to removal under Clause 10.4.

ACT GOVERNMENT
Land Titles Act 1925
Duties Act 1999
Registrar-General's Office



1617595

Duty Only



SL
Form 072

SUBLEASE / HEADLEASE

Lodging Party ACT GS
 Sport Rec. Services
 6207 2313
 Box Number

PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF

The Lessor as set out in Item 2 as registered proprietor of the land set out in Item 1 leases to the Lessee/tenant as set out in Item 3 the area as set out in Item 5, on the terms set out herein. The lease is subject to the mortgages, encumbrances and other instruments affecting the land, including any created by dealings lodged prior to this lease.

1. LAND

Vol:Fol	District/Division	Section	Block	Unit	Instrument No/ Associated Dealing No
1629:24	Greenway	46	11		

2. LESSOR

Full Name (Surname Last) AUSTRALIAN CAPITAL TERRITORY , a body politic established under section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> , represented for the purposes of this Sublease by the Department of Territory and Municipal Services.	Full Postal Address Sport and Recreation Services Branch Department of Territory and Municipal Services PO Box 352 CIVIC SQUARE ACT 2608
---	--

3. LESSEE / TENANT

Tuggeranong Archery Club Incorporated, an association incorporated under the <i>Associations Incorporation Act 1991</i> (Registration Number A03809).	Full Postal Address PO Box 1421 TUGGERANONG ACT 2901
---	--

4. FORM OF TENANCY (delete whichever is not applicable)

~~Joint Tenants / Tenants in Common in the following shares:~~

5. AREA BEING LEASED (eg. Whole or description of sublet area)

Whole

6. COMMENCEMENT DATE

This lease commences on 5 March 2008 *Use actual date*

7. TERMINATION DATE

This lease terminates on 4 March 2018 *Use actual date*

8. TERM IN YEARS

10 years

9. YEARLY RENT

\$200.00

- ~~The covenants implied at Section 119 and 120 of the *Land Titles Act 1925* are hereby negated (delete if not applicable).~~
- ~~The provisions set forth in the MOP No 1522733 filed at the Office of the Registrar-general are deemed to be incorporated herein / as modified by attached annexure (delete if not applicable).~~
- The covenants and conditions set out in the annexure hereto are incorporated herein (delete if not applicable).

10. CONSENTING PARTIES

Signed by the consenting party/s

NOT REVENUE OFFICE
 ORIGINAL NOT STAMPED
 Client A/C No: 106642
 Assess Date: Exception
 Assessment ID: 231642
 Assessed Value: \$2,200.00
 Duty Paid: \$0.00 (Exempt)

Signature of consenting party/s

11. EXECUTION

Signed by the lessor
 See Signing Page of Annexure
 Signature of lessor
 Name in full of the lessor

Full name of witness
 Signed in my presence
 Signature of witness

Signed by the lessee(s)
 See Signing Page of Annexure
 Signature of lessee(s)
 Name in full of the lessee(s)

Full name of witness
 Signed in my presence
 Signature of witness

12. DATE

24/11/08

13. OFFICE USE ONLY

Lodged by	NS	Certificates Lodged	
Data Entered by		Attachments Lodged	
Examined by		Certificate of Title Lodged	1629:24(2)
Registered by	TO	Registration Date	23 Feb 2009

PRIVACY STATEMENT

S.43 of the *Land Titles Act 1925 (LTA)* authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Land Titles Register. S.65-67 LTA requires that the Register be made available to any person for search, upon payment of a fee. The information is regularly provided to various ACT Government agencies, including the ACT Department of Urban Services, ACT Planning and Land Authority (ACTPLA), ACT Treasury, Canberra Connect and ActewAGL for conveyancing, municipal account, administrative, statistical and valuation purposes. ACTPLA and agencies within the ACT Department of Urban Services may also use the information supplied to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

SCHEDULE OF NOTES

1. This form is to be used only for the registration of a sublease/headlease.
2. A sublease/headlease is required to be marked by ACT Revenue.
3. Documents must be typed or completed in black ink or biro.
4. Alterations to information entered on the form should be made by crossing out (not erasing or obliterating by painting over) and should be initialled by the parties.
5. If there is insufficient space in any panel use an annexure sheet.
6. Provide full names of the lessor/s including the postal address.
7. Provide full names of the lessee/s including the postal address.
8. Provide details of the sublet area.
9. Provide details of the tenancy.
10. Provide details of the commencement date.
11. Provide details of the termination date.
12. Provide details of the term in years.
13. Provide details of the yearly rent.
14. Execution should be in accordance with the *Land Titles Act 1925*.

This is the Annexure consisting of 31 pages referred to in the Memorandum of Sublease of Block 11 Section 46 Division of Greenway between the Australian Capital Territory and Tuggeranong Archery Club Incorporated.

Date 24th November 2008

SUBLEASE

BETWEEN

AUSTRALIAN CAPITAL TERRITORY

AND

**TUGGERANONG ARCHERY CLUB INCORPORATED
ACN 930 841 360**

**SUBLEASE FOR OCCUPATION
OF TERRITORY LAND
SUBJECT TO A CROWN LEASE**

**BLOCK 11 SECTION 46 DIVISION
OF GREENWAY**

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Lessor**) represented by Sportsgrounds and Facilities being part of the Department of Territory and Municipal Services.

TUGGERANONG ARCHERY CLUB INCORPORATED ACN 930 841 360 of PO Box 1421 Tuggeranong ACT 2901 (**Lessee**).

IT IS AGREED by the parties as follows:

1 Interpretation

1.1 Definitions

In this Sublease unless the context otherwise requires:

- Bond** means a bond provided by the Lessee in the amount specified in Item 14.
- Commencement Date** means the date set out in Item 5.
- Common Area** means those parts of the Land which are not separately sublet, licensed or occupied and are intended by the Lessor to be for the common use of occupiers of the Land.
- Contact Officer** means, in relation to each party, the representative whose name and contact details are specified in Item 13, or as notified in writing from time to time by one party to the other.
- General Charges** means those items set out in section 3 of Schedule 2.
- Insurance Determination** means any relevant statutory instrument relating to public liability insurance made under the *Financial Management Act 1996*.
- Item** means an item in the Schedule 1.
- Land** means the land described in Item 2.
- Leases Act** means the *Leases (Commercial and Retail) Act 2001* (ACT) as amended or varied from time to time.
- Lessee** means the person or organisation named in Item 1 and, if a natural person or persons, their respective executors, administrators and permitted assigns, and if a company or

incorporated association, its successors and permitted assigns.

**Lessee's
Improvements**

means each of the following, as applicable:

- (1) any improvements including buildings or other structures:
 - (a) constructed or placed in or on the Premises by the Lessee; or
 - (b) constructed or placed in or on the Premises at the Lessee's expense and/or direction,

before or after the Commencement Date;
- (2) any fittings, fixtures or goods erected, installed or placed in or on the Premises by the Lessee including any partitions or devices for heating or cooling or fire prevention, before or after the Commencement Date; or
- (3) any improvements in or on the Premises which is not Lessor's Property.

Lessor

means the Territory, its successors and assigns.

Lessor's Property

means any improvements constructed or placed in or on the Premises by the Lessor.

Option Term

means a sublease for a further term for the period set out in Item 11.

Premises

means that part of the Land described in Item 3.

Rent

is the rent per annum in Item 7 as varied from time to time in accordance with this Sublease.

Rent Review Dates

means the dates set out in Item 8(a).

Schedule

means any schedule forming part of this Sublease.

Service Charges

means those items set out in section 2 of Schedule 2.

Statutory Charges

means those items set out in section 1 of Schedule 2.

Sublease

means the Registrar-General's sublease form, this document and all Schedules and attachments.

Term

means the term specified in Item 4, or if extended under clause 2.2, the initial term and the extended term.

Territory means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

1.2 General

In this Sublease, unless a contrary intention is expressed:

- (1) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations, determinations and instruments issued under the legislation;
- (2) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (3) "include" is not to be construed as a word of limitation;
- (4) headings have no effect on the interpretation of the provisions;
- (5) an obligation imposed by this Sublease on more than one person binds them jointly and severally;
- (6) words and expressions importing natural persons include body corporates, associations, government and local authorities and agencies; and
- (7) any provisions in a Schedule form part of this Sublease.

2 Term

2.1 Term

This Sublease is for the Term and commences on the Commencement Date.

2.2 Holding Over

2.2.1 If the Lessee continues to occupy the Premises after the expiration of the Term, with the consent of the Lessor, the Lessee:

- (1) is a monthly lessee at the monthly Rent then applying; and
- (2) occupies the Premises upon the conditions of this Sublease.

- 2.2.2 The monthly tenancy may be ended by either party giving one month's written notice to the other and may be given at any time.

3 Option to renew

- 3.1.1 This clause applies if Item 11 has been completed with an Option Term and the Lessee wishes to take a further sublease of the Premises for that Option Term after the expiry of the Term.

- 3.1.2 The right to exercise the option under this clause is conditional upon the Lessee:

- (1) punctually paying the Rent and observing the covenants throughout the Term; and
- (2) serving on the Lessor, written notice no more than six months but no less than three months before the date of expiry of the Term.

- 3.1.3 Subject to Clause 3.1.2, the Lessee may, by service of the notice referred to in this clause, accept the offer by the Lessor to grant a renewal of a sublease and the new sublease will issue for the Option Term, at a rental to be determined in accordance with the provisions of this Sublease and upon terms and conditions then appearing in any standard sublease issued by the Lessor at that time for properties of a similar nature to the Premises, provided that the new sublease will not include this clause.

4 Rent

4.1 Rent

- 4.1.1 The Lessee must pay the Rent by annual instalments in advance from the Commencement Date and on each anniversary of the Commencement Date for the Term.

4.2 Review of Rent

The Rent will be reviewed on the Rent Review Dates in accordance with the corresponding method of rent review noted in Item 8(b) and in accordance with Schedule 4.

4.3 Interest on Overdue Monies

- 4.3.1 If the Rent or any other monies payable by the Lessee are not paid by the due date, then the Lessee must pay to the Lessor interest at the rate per annum shown in Item 12 on those monies from the date on which they fall due until the date of payment or recovery.
- 4.3.2 The Lessor is entitled to recover the interest from the Lessee as if it was Rent in arrears. Nothing in this clause restricts or prejudices any right of the Lessor in respect of the monies due.

5 Other Payments

5.1.1 The Lessee must promptly pay;

- (1) all charges for gas, electricity, oil and water separately metered or supplied and consumed in or on the Premises;
- (2) all charges in respect of any telephone or other communication services connected to the Premises; and
- (3) all other charges for the supply of any service separately supplied to the Premises.

5.1.2 If water and/or electricity consumption is not separately metered to the Premises, the Lessee must pay a proportion of the amount of consumption charges metered to the Land as the Lessor deems reasonable, having regard to the size of the Premises, other occupants on the Land, the respective use by all occupants on the Land (including the Lessee) and any other factor which is relevant.

5.1.3 The Lessee must, within 30 days of receipt of a written request from the Lessor, pay to the Lessor all charges and expenses for Statutory Outgoings, Service Charges and General Charges that are payable by the Lessee as set out in Schedule 2. For convenience, the respective percentage of contributions to be met by each party is specified in Schedule 2. Where there is any discrepancy between the provisions of this clause and Schedule 2, the provisions of Schedule 2 will apply.

5.1.4 The Lessee must, within 30 days of receipt of a written request from the Lessor, pay to the Lessor all charges and expenses that are payable by the Lessee.

6 Legal Costs and Disbursements

6.1 Cost of Sublease preparation

The Lessor and Lessee will each bear their own costs (including legal costs and disbursements) in relation to the negotiation, preparation and execution of this Sublease.

6.2 Stamp duty

The Lessor will pay all stamp duty (if any is payable) assessed on the Sublease.

6.3 Lessee's additional costs

In addition to all costs and expenses for which the Lessee is liable at law or in equity to pay, the Lessee will pay to the Lessor, on demand, the Lessor's reasonable costs and expenses (including reasonable legal costs assessed on a solicitor and client basis and registration fee and taxes, which may be payable):

- (1) for, and incidental to, any variation, surrender or termination of this Sublease;
- (2) in respect of any consent by the Lessor required under this Sublease;
- (3) incurred by or on behalf of the Lessor in consequence of, or arising out of, any default in the due observance or performance of any covenant or obligation on the part of the Lessee;
- (4) incurred by the Lessor in consequence of any request of, or application by, the Lessee; or
- (5) incurred by the Lessor as a result of the exercise, or attempted exercise, of any of the Lessor's rights or powers.

6.4 No Registration or Caveat

The Lessee acknowledges that it does not require this Sublease to be registered. The Lessee will not lodge a caveat in respect of the Land. If the Lessor chooses to register this sublease the Lessor will pay any registration fees.

7 Bond

7.1 Provision of Bond

If the Lessor requires payment of a Bond, the Lessee must deliver the Bond to the Lessor on or before the Commencement Date.

7.2 Use of Bond

The Lessor may use the Bond if the Lessee does not comply with any of its obligations under this Sublease (including any extension or holding over), and the Lessor may have recourse to the Bond without notice to the Lessee.

7.3 Return of bond

Within 30 days of the expiry of this Sublease (or any holding over, renewal or extension of this Sublease) or the Lessee vacating the Premises, whichever is the later, the Lessor must repay to the Lessee, the Bond (or so much as the Lessor has not previously called upon).

7.4 Bank guarantee

In substitution for the Bond, the Lessee may elect to provide an unconditional and irrevocable written undertaking by a bank, in favour of the Lessor and containing terms and conditions reasonably required by the Lessor.

8 Use of Premises

8.1 Use of Premises

The Lessee must not use or occupy the Premises except for the use set out in Item 9 or any such other purpose consented to by the Lessor in writing.

8.2 Crown lease

The Lessee must not use the Premises for any purpose other than as permitted by the Crown lease for the Land.

8.3 No interference

The Lessee must not do anything in or about the Premises which in the reasonable opinion of the Lessor:

- (1) is noisy, obnoxious, immoral, offensive or a nuisance or disturbance to the Lessor or other persons using the Land; or
- (2) may be the cause of damage or vibration.

8.4 No warranty as to suitability

8.4.1 The Lessee acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Lessor as to the suitability of the Premises or the Land for any purposes or as to the facility and amenities of the Premises or the Land except as contained in this Sublease. The Lessee must satisfy itself in respect to the use to which the Premises may be put and acceptance of this Sublease acknowledges full knowledge of any prohibitions or restrictions on the use of the Premises, including any imposed by law.

8.4.2 Where the permitted use of the Premises requires the consent of any authority, the Lessee must obtain that consent at its own expense. The Lessee must keep current the licenses and permits required to use the Premises.

8.5 Signs

The Lessee must not fix or place any sign, notice, advertisement or other thing on any part of the Premises without the consent in writing of the Lessor and then only in such colour, size and style and in such places as approved by the Lessor, such approval not to be unreasonably withheld.

8.6 Compliance with laws

The Lessee must comply, at its expense, with all laws and the requirements of any authority in connection with the Lessee's use or occupation of the Premises.

8.7 Keep clean

The Lessee must:

- (1) keep the Premises and immediate surroundings clean and tidy (including mowing, if applicable), and free from refuse and vermin;
- (2) not store or place any objects on the area surrounding the Premises; and
- (3) allow reasonable access to the Premises by the Lessor and its contractors and employees to enable it to carry out any obligation required by this Sublease.

8.8 Statutory notices

- 8.8.1 If the Lessee receives a notice from any authority in respect of the Premises, the Lessee must immediately notify the Lessor in writing.
- 8.8.2 The Lessee must comply promptly with all notices received from any authority in respect of the Premises except such notices as would have been given irrespective of the Lessee's use and occupation of the Premises.

8.9 Notice of defect

The Lessee must immediately give notice to the Lessor of any damage to the Premises and any accident affecting water, gas or oil pipes, electricity lines or any defect in them and any other facilities provided by the Lessor.

8.10 Infectious illnesses

If any infectious illness occurs in the Premises, the Lessee must immediately notify the Lessor and have the Premises fumigated and disinfected by a suitably certified contractor, at the expense of the Lessee, to the satisfaction of any relevant authority.

8.11 Rubbish

The Lessee will keep the Premises free from rubbish including placing all rubbish in proper receptacles that the Lessee will install. The Lessee will arrange for the regular clearing of the receptacles and the regular removal of all rubbish. The Lessee will not create any rubbish or deposit any rubbish on the Common Area except for collection in such proper receptacles as are approved by the Lessor from time to time.

8.12 Flammable liquids and substances

- 8.12.1 The Lessee must not store or use chemicals or flammable, volatile or explosive substances on the Premises and must not in any way create any actual or potential fire hazard in the Premises.

8.12.2 The Lessee must permit the Lessor to enter the Premises at any time to control any actual or potential fire hazard and if the hazard, in the reasonable opinion of the Lessor, results from the use of the Premises by the Lessee, the Lessee must pay to the Lessor immediately on notification, the costs of the Lessor in carrying out that work.

9 Alterations and Fitout

9.1 No alterations without consent

9.1.1 The Lessee will not, without the prior written consent of the Lessor, erect any improvements or make any alterations or additions to the Lessee's Improvements on the Premises or permit or suffer the same to be made.

9.1.2 The Lessee must, in the course of erecting any improvements or making any alterations or additions:

- (1) comply with the requirements of the Lessor and all relevant authorities; and
- (2) obtain all necessary consents and approvals from all relevant authorities.

9.1.3 The Lessor in its absolute discretion, may refuse to consent to the erection of improvements or the making of alterations or additions.

9.2 Installing equipment

The Lessee will not, without the prior written consent of the Lessor, install any water, electrical or gas fixture or appliance or any apparatus for light, air, heating or cooling.

10 Repairs, Maintenance and Replacement

10.1 Lessor's obligations

10.1.1 The Lessor will repair and maintain the Lessor's Property on the Premises.

10.1.2 The Lessor will not be required to repair, maintain or replace any of the Lessee's Improvements.

10.2 Acknowledgement

The Lessee acknowledges that, at the Commencement Date and the date of first occupation of the Premises by the Lessee (if applicable), the Premises and the Lessor's Property on it were in good repair and condition.

10.3 Lessee to repair

The Lessee must repair and maintain the Lessee's Improvements to the satisfaction of the Lessor and any relevant authorities.

10.4 Make Good

The Lessee must, at the time of, or immediately before, the expiration of the Lessee's occupancy (and in this regard time is of the essence);

- (1) remove all the Lessee's Improvements and make good any damage associated with that removal;
- (2) remove all signs, notices, advertisements, ornaments or other things placed by the Lessee on the Premises; and
- (3) leave the Premises in a clean and tidy condition, free from all rubbish.

10.5 Notices to repair

The Lessor may, at any time, serve on the Lessee a notice in writing of any defect which the Lessee is required to repair. The Lessee will repair the defect within 21 days of the date of service of the notice (or such other period as agreed). The Lessor may specify a period of less than 21 days within which to repair if the defect is likely to cause damage to the Premises or Land or may cause injury to any person.

10.6 Leaving Lessee's Improvements and goods behind

To the extent permitted by law, if the Lessee leaves any Lessee's Improvements or goods on the Premises for more than 21 days after the expiry of this Sublease, the Lessor may dispose of them in any way the Lessor sees fit. In addition, any such Lessee's Improvements or goods will, at the Lessor's election, become the Lessor's property absolutely and the Lessor may deal with them without accounting to the Lessee.

10.7 Lessor's right to enter

The Lessor and persons authorised by the Lessor have the right to enter the Premises at reasonable times, and on reasonable notice (but without any notice in any case which the Lessor considers an emergency):

- (1) to view the state of repair and condition of the Premises and conduct investigations;
- (2) where the Lessee has failed to repair any defect in accordance with any notice served by the Lessor; or
- (3) to comply with the terms of any present or future law affecting the Premises or any notice served on the Lessor or the Lessee by the Territory or any competent authority.

11 Insurance

11.1 Insurance Determination

- 11.1.1 The Lessee warrants that it has done all things necessary to enable the Lessor to comply with the Insurance Determination.
- 11.1.2 The Lessee covenants that during the Term it will not act in a manner that will place the Lessor in breach of its obligations under the Insurance Determination.
- 11.1.3 The Lessee warrants it has provided an activity schedule in accordance with the Insurance Determination, attached as Schedule 3, and that the contents of the activity schedule are true and correct.
- 11.1.4 The Lessee warrants that if it varies its activities from those set in Schedule 3, it will provide the Lessor and the ACT Insurance Authority with an updated activity schedule and insurance policy (if required by the Insurance Determination).

11.2 Public Liability

The Lessee, during the Term and any holding over under this Sublease, must keep current a public risk liability policy for an amount for any single occurrence of not less than the amount referred to in Item 10. The policy must indemnify the Lessor against all actions and demands of any kind arising from the use and occupation by the Lessee and the Lessee's employees, agents, contractors and invitees of the Premises. The policy must note the Lessor's interest.

11.3 General obligations not to increase Lessor's insurance

The Lessee must not do, or permit to be done, anything that would result in any insurance in relation to the Premises being:

- (1) unenforceable;
- (2) voidable; or
- (3) likely to increase the rate of premium on any insurance taken out by the Lessor (except with the approval of the Lessor in writing).

11.4 Fire regulations

In relation to any Lessee's Improvements, the Lessee must comply with the terms of any insurance policy and any sprinkler and fire regulations.

11.5 Production of policy

The Lessee, in respect of any policy of insurance to be taken out by the Lessee, must, on request, produce to the Lessor either a:

- (1) policy of insurance; or
- (2) certificate of currency for the policy.

12 Indemnity and Release

12.1 Risk

The Lessee will occupy, use and keep the Premises at its own risk.

12.2 Indemnity

The Lessee indemnifies the Lessor, its employees, agents and contractors against liability in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused or contributed to by the Lessee and/or the Lessee's employees, agents and contractors except to the extent that the Lessor has caused the relevant loss, damage or injury.

12.3 Release

To the full extent permitted by law, the Lessee hereby releases the Lessor, its employees, agents and contractors from all claims and demands of every kind and from all liability which may arise in respect of any death or injury to any person or any accident or damage to property of any kind or nature, in or near the Premises or the Land other than as may be caused by the wilful or negligent act of the Lessor, its employees, agents or contractors.

13 Quiet Enjoyment

If the Lessee pays the Rent and other monies payable under this Sublease and observes the covenants and terms of this Sublease, the Lessee may use the Premises without interruption or disturbance from the Lessor or any person claiming under the Lessor.

14 Assignment

14.1 No assignment, subletting or mortgage

The Lessee may only assign this Sublease, underlet the Premises or grant a mortgage over this Sublease with the written consent of the Lessor and may not license or otherwise part with possession of the Premises.

14.2 Lessee to seek consent

Where the Lessee wishes to assign, underlet or grant a mortgage, the Lessee must notify the Lessor in writing of the intention and apply for consent.

14.3 Condition Precedent

The Lessor will not be required to consider an application for consent until after the Lessee has remedied all existing breaches of the conditions of this Sublease.

14.4 Grounds for consideration before consent

Subject to clause 14.5, the Lessor's consent to assign or underlet will not be unreasonably withheld provided that:

- (1) the Lessee is not in default or, having been in default, has had that default waived or excused in writing by the Lessor;
- (2) the person to whom the premises is to be assigned or underlet:
 - (a) is subject to the jurisdiction of the Supreme Court of the Australian Capital Territory;
 - (b) establishes to the satisfaction of the Lessor that they will use the Premises for the purpose permitted in this Sublease;
 - (c) is, to the Lessor's satisfaction, a responsible, respectable and solvent person capable of adequately performing the obligations of the Lessee as set out in this Sublease; and
 - (d) has executed a Deed in the form required by the Lessor binding the person to perform and observe the obligations on the part of the Lessee under the Sublease;
- (3) the Lessee pays any reasonable expenses of the Lessor associated with considering the application and documenting the consent to assignment, underletting or mortgage.

14.5 Land Act Application

In addition, where any restriction on subletting under the *Planning and Development Act 2007* applies to the Crown lease for the Land, the Lessor must obtain the consent of the ACT Planning and Land Authority to any proposed assignment or underletting of the Premises. If the ACT Planning and Land Authority does not grant consent, the Lessee may not assign or sublet its interest in the Sublease.

15 Default and Re-entry

15.1 Default by Lessee

Where the Lessee is in breach of any condition in this Sublease, the Lessor may remedy the breach at any time without notice to the Lessee and without limiting the rights of the Lessor as a consequence of that breach. Where the Lessor so acts, all reasonable costs and expenses incurred by the Lessor (including reasonable legal costs on a solicitor and client basis) in remedying any breach,

must be paid by the Lessee to the Lessor immediately upon written notification of the amount and, in default, the amount may be recovered in a court of competent jurisdiction.

15.2 Termination for breach

Where:

- (1) any instalment of the Rent or other money payable by the Lessee to the Lessor is 21 days in arrears (in case of the Rent whether or not demand has been made for it);
- (2) a notice has been served on the Lessee by, or on behalf of, the Lessor specifying a breach of this Sublease and, if applicable, that breach has not been remedied or compensated for in accordance with the notice, provided the notice has allowed at least 21 days in which to remedy or compensate; or
- (3) the Lessee:
 - (a) becomes bankrupt or insolvent;
 - (b) makes any assignment for the benefit of creditors, or makes any arrangement with creditors for liquidation of the debts of the Lessee by composition or otherwise; or
 - (c) being a company or an incorporated association, goes into liquidation either voluntarily or compulsorily (except for the purpose of reconstruction or amalgamation), or is wound up, dissolved or placed under official management or a receiver or manager of any of its assets is appointed or an inspector is appointed under the *Corporations Act 2001* (Cwlth),

the Lessor may re-enter upon the Premises or any part of the Premises and terminate this Sublease (but without prejudice to any rights or claim for damages which may have accrued to either party).

16 Lessee's Improvements and goods remaining after breach

16.1 Application

This clause applies:

- (1) where this Sublease has been terminated or the Lessor has re-entered the Premises; and
- (2) in relation to any Lessee's Improvements or goods on the Premises which do not, on termination or re-entry, pass to the Lessor and which remain on the Premises for 21 days after the date of termination or re-entry.

16.2 Removal by Lessor

The Lessor may, to the extent permitted by law:

- (1) remove any goods to which this clause applies from the Premises and store them in such place and manner as the Lessor thinks fit;
- (2) sell the Lessee's Improvements and/or goods and deduct from the proceeds, the Lessor's costs in removing, storing and/or selling them, and account to the Lessee for the balance;
- (3) remove and dispose of any Lessee's Improvements from the Premises and recover the cost of removal and/or disposal from the Lessee; and/or
- (4) retain any Lessee's Improvements and/or goods for its own use.

16.3 Payment of costs

The Lessee must pay to the Lessor, on demand, all reasonable costs and expenses of the Lessor in removing or storing Lessee's Improvements or goods.

17 No compensation

At the expiration of this Sublease, the Lessee will not be entitled to receive any compensation in respect of any Lessee's Improvements or goods remaining on the Premises.

18 Essential Terms

18.1 Essential Terms

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

- (1) subclause 4.1 relating to payment of Rent and subclauses 5.1 regarding other payments to be made by the Lessee;
- (2) clauses 8.1 and 8.2 relating to use of the Premises;
- (3) clause 9.1 relating to alterations;
- (4) clauses 10.3 and 10.4 relating to repair, maintenance and make good;
- (5) clauses 11.1 and 11.2 relating to insurance;
- (6) clause 14.1 relating to assignment, underletting and mortgaging; and
- (7) clause 22.2 relating to payment of GST.

18.2 Acceptance of arrears

The acceptance by the Lessor of arrears or the late payment of Rent or other monies does not constitute a waiver of the essential and continuing obligation of the Lessee to pay Rent and other moneys during the Term on the dates specified in the Sublease.

18.3 Breach of an essential term

The Lessee must compensate the Lessor in respect of any breach of an essential term of this Sublease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement (including the right to terminate this Sublease).

18.4 Loss on repudiation or breach

Where the Lessee's conduct (whether acts or omissions) constitutes:

- (1) a repudiation of the Sublease; or
- (2) a breach of any covenant contained in the Sublease,

the Lessee will compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.

18.5 Quantum of damages recoverable

The Lessor is entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term.

18.6 Certain events of no effect

The Lessor's entitlement to recover damages is not affected or limited by any of the following:

- (1) if the Lessee abandons or vacates the Premises;
- (2) if the Lessor elects to re-enter or to terminate the Sublease;
- (3) if the Lessor accepts the Lessee's repudiation; or
- (4) if the party's conduct constitutes a surrender by operation of law.

18.7 Lessor may remedy defaults

The Lessor may remedy without notice, any default by the Lessee under this Sublease and whenever the Lessor elects to do so, all costs and expenses incurred by the Lessor (including legal costs and expenses) are to be paid by the Lessee immediately on notification.

19 Early Termination

This Sublease may be terminated, without cause, by either party giving the other party six months written notice, or notice for such shorter period as agreed by the parties in writing. Subject to clause 10.4, neither party will have any action against the other in respect of the termination of this Sublease pursuant to this clause. The right to terminate early will not prejudice a claim by a party in respect of any breach of the Sublease arising prior to termination.

20 Common Area

20.1 Common Area

Subject to subclause 20.2, the Lessee and all persons authorised by it, will, at all times, have the right to use the Common Area as ancillary to its occupation of the Premises and, in common with other persons having rights to be on the Land:

- (1) to enter and leave the Premises;
- (2) to load or unload vehicles in any area designated for the purpose by the Lessor; and
- (3) to park private motor vehicles or cycles in such a place and for such a time as the Lessor designates from time to time.

20.2 Control of Common Area

The Common Area will, at all times, be subject to the control of the Lessor who has, subject to this Sublease, the right from time to time to establish, modify and enforce reasonable rules in this regard.

21 Crown Lease

21.1.1 The Lessor covenants punctually to make all payments due and owing under the Crown lease (if any) and to observe the covenants contained in the Crown lease.

21.1.2 Subject to the terms and conditions of this Sublease, the Lessee covenants to observe the covenants contained in the Crown lease on the part of the lessee named in the Crown lease, except for the payment of money by the lessee required by the Crown lease.

22 GST

22.1 GST definitions

In this clause:

Act means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended) and any regulation made under that Act;

GST, Taxable Supply, Input Tax Credit, Supply and Tax Invoice have the same meaning as in the Act;

GST Rate means 10% or if the rate at which GST is calculated under the Act changes, the rate applicable at the relevant time.

Payment includes consideration in the form of money given or received and in a form other than money given or received.

22.2 Payment of GST

A party making Payment to another party for a Taxable Supply under this Sublease must pay to the other party at the same time, an additional amount equal to the amount of the Payment multiplied by the GST Rate.

22.3 Reimbursements

When calculating the amount of:

- (1) any reimbursement to a party under this Sublease; and
- (2) the indemnification under this Sublease of an expense, loss or liability incurred or to be incurred by that party,

the other party may include the GST paid or payable on the Supply giving rise to the amount, but if that party includes the GST that party must deduct the amount of any Input Tax Credit from the amount paid.

22.4 Tax invoice

A party receiving a Payment of GST under this clause must provide a Tax Invoice to the party making the Payment either before or at the same time as the Payment is received.

24 Leases Act

The parties agree that the Leases Act does not apply to this Sublease by virtue of section 12(6)(c) of the Leases Act as the Lessor is subletting vacant land only to the Lessee and at the date of this Sublease any improvements in or on the Premises are the Lessee's Improvements which are the sole responsibility of the Lessee.

25 Variations

25.1 Variation of provisions

The parties agree that the provisions of this Sublease may be varied as set out in Item 15.

25.2 Inconsistency

Where there is any inconsistency between the terms of this Sublease and Item 15, the provision of Item 15 will prevail.

26 Miscellaneous

26.1 No waiver

Failure or omission by the Lessor at any time to enforce or require strict or timely compliance with any provision of this Sublease will not:

- (1) affect or impair that provision in any way;
- (2) affect the right or remedy that the Lessor may have in respect of that provision; or
- (3) act as a waiver of any other breach by the Lessee.

26.2 Entire Agreement

This Sublease contains the entire agreement between the parties in relation to the Premises and supersedes any prior representation, negotiations, writing, memoranda and agreements.

26.3 Variation

This Sublease may be varied only by the written agreement of the parties prior to the expiration of this Sublease.

26.4 Severability

Any provision of this Sublease that is illegal, void or unenforceable will not form part of this Sublease to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Sublease will not be invalidated by an illegal, void or unenforceable provision.

26.5 Governing law

This Sublease is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

26.6 Compliance with laws

The Lessee must comply with the laws from time to time in force in the Territory.

26.7 Notices

26.7.1 Any notice, including any other communication, required to be given or sent to either party under this Sublease must be in writing. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address.

26.7.2 In addition, where a notice is given by either party to repair or replace, the notice may be sent by electronic mail to an electronic mail address provided to the transmitting party and is deemed to be served at the time the email was sent.

26.8 Authority to complete

The Lessee authorises the Lessor and its solicitors to complete any blanks with a proper date or details and to make any formal correction necessary to this Sublease.

Schedule 1

Item 1:	Lessee:	Tuggeranong Archery Club Incorporated ACN 930 841 360
Item 2:	Land:	Block 11 Section 46 Division of Greenway
Item 3:	Premises:	The whole of the Land
Item 4:	Term:	10 years
Item 5:	Commencement Date:	5 March 2008
Item 6:	Expiry Date:	4 March 2018
Item 7:	Rent:	\$200.00 per annum (plus GST) for the period from 5 March 2008 to 4 March 2018
Item 8	(a) Rent Review Dates	(b) Method of rent review:
	Not applicable	Not applicable
Item 9:	Use of Premises:	Sportsground and related activities
Item 10:	Public Liability Insurance:	\$20 million
Item 11:	Option Term:	Not applicable
Item 12:	Interest Rate:	Not applicable
Item 13:	Address for Notices:	Lessor: Department of Territory and Municipal Services PO Box 352 CIVIC SQUARE ACT 2608 Contact Officer: Rick Rand Lessee: Tuggeranong Archery Club Incorporated PO Box 1421 Tuggeranong ACT 2901 Contact Officer: Kevin Watts
Item 14:	Bond	Not applicable
Item 15:	Variations:	Not applicable

Schedule 2 – Outgoings and Charges

DISTRIBUTION OF LESSOR AND LESSEE RESPONSIBILITIES IN RELATION TO STATUTORY OUTGOINGS, SERVICE CHARGES AND GENERAL CHARGES

Details of Charges	Percentage of Lessor responsibility (A)	Percentage of Lessee responsibility (B)
SECTION 1 - STATUTORY OUTGOINGS		
Land Tax	100%	
General rates	100%	
Water and Sewerage rates		100%
SECTION 2 - SERVICE CHARGES		
Electricity		100%
Gas		100%
Water Usage		100%
Telephone and Communications		100%
Cleaning - General		100%
Cleaning – Toilet requisites		100%
Cleaning - windows Internal		N / a
Cleaning - windows external		N / a
Rubbish removal/tradewaste bins		100%
Insurance - Plate glass		N / a
Insurance - Public Liability		100%
Landscaping/Gardening		100%
After hours Air-Conditioning		N / a
Air-Conditioning Repairs		N / a
Security system - Premises		N / a
Pest Control		100%

SECTION 3 - GENERAL CHARGES		
Insurance - Building	N / a	
Fire Brigade Monitoring	N / a	
Fire Protection & Fire Extinguishers	N / a	
Security System - Building		N / a
Signage - Internal		100%
Painting		100%
Lifts	N / a	
Locks and Keys		100%
Floor coverings		N / a

Schedule 3 – Activity Schedule

ACT Public Liability Insurance Risk Advisory Web Site
PUBLIC LIABILITY RISK PROFILE (Non-profit)

Organisation Details	
Organisation Type:	Community Groups
Organisation Name:	Tuggeranong Archery Club
Address:	Soward Drive Greenway, ACT 2901
Details of current insurance policies.	Sportscover Australia Pty Ltd Policy Number PMEL99/0069135 Certificate of Insurance Currency No. AAO Public Liability \$20,000,000 Professional Indemnity \$5,000,000 Name of insured Archery Australia Incorporated, The Executive, including all Recognised Governing Bodies (RGB) and Clubs, Committees, Sub-Committee Members, Voluntary Workers, Coaches, Temporary Members, Employees, Range Officers and Trainees. Renewal date 30/9/2008

RISK ANALYSIS

Based on the information you have provided, your Insurance Risk Self assessment score is: **8**

Item	Score
Community sport and recreation	8
Sporting groups	8

If your Risk Self assessment score is 7 or above, you will be required to submit a **Risk Plan** as well as this Risk Profile. If you have not created a risk plan before, or would like to know more about risk planning, the Act Government offers full risk management and risk planning support. Contact Help Desk on (02) 6207 0318 if you would like any assistance in relation to risk management or creating a risk plan.

As your risk assessment score is over 6, you are in a 'high-risk' range.

Schedule 4 – Rent Review

1. The Rent will be reviewed effective from each Rent Review Date in accordance with the method of rent review noted next to the relevant Rent Review Date in Item 8.
1. Each method of rent review will have the meaning and procedure set out in this Schedule.
- A. (1) **“CPI Rent”** means a Rent adjustment in accordance with the following Consumer Price Index formula:

$$\text{NYR} = \text{OYR} \times \frac{\text{NCPI}}{\text{OCPI}}$$

Where:

- “NYR” is the new Rent payable by the Lessee to the Lessor commencing from the Rent Review Date;
- “OYR” is the Rent payable by the Lessee to the Lessor immediately preceding the Rent Review Date;
- “NCPI” is the last published Consumer Price Index prior to the Rent Review Date;
- “OCPI” is the Consumer Price Index as published prior to the date upon which the Rent was most recently reviewed, varied or set pursuant to the terms of the Sublease or any previous sublease (or previous subleases) which contained an option to renew (or a chain of options to renew) which gave rise to this Sublease.
- (2) **“Consumer Price Index”** means the Consumer Price Index for Canberra (All Groups) as published by the Australian Statistician (or such person or office which fulfils the relevant function fulfilled by the Australian Statistician at the commencement of the Sublease). In the event that the Consumer Price Index is adjusted (for example by changing the base index number or changing the year of the base index number), or there is any suspension or discontinuance of the Consumer Price Index by the Australian Statistician, then the Consumer Price Index will mean such index figure or statistic published at the relevant dates in the Australian Statistician’s summary of Australian statistics which reflects fluctuations in the cost of living in Canberra and which the parties may mutually agree upon, and if they are unable to agree, then such index figure or statistic as may be determined by the President for the time being of the Australian Property Institute or some person nominated by the President whose decision will be conclusive and binding. This definition will apply notwithstanding that there may be significant changes over time in the composition and weighting of the items by reference to which the Consumer Price Index is calculated.
 - (3) The Lessee must continue to pay the current instalments of the Rent due until the new Rent is determined. Within 21 days after the Lessor has

notified the Lessee the new Rent, the Lessee must adjust and pay the amount due to the Lessor as Rent from the Rent Review Date.

- B. (1) **“Rent Increase by X%”** (where X% is a specified percentage figure) means a Rent adjustment in accordance with the following formula:

$$\text{NYR} = \text{OYR} \times \frac{100 + X}{100}$$

Where:

“NYR” is the new Rent payable by the Lessee to the Lessor commencing from the Rent Review Date;

“OYR” is the Rent payable by the Lessee to the Lessor immediately preceding the Rent Review Date;

“X” is the specified percentage in Item 8.

- (2) The Lessee must continue to pay the current instalments of the Rent due until the new Rent is determined. Within 21 days after the Lessor has notified the Lessee of the new Rent, the Lessee will adjust and pay the amount due to the Lessor as Rent from the Rent Review Date.

- C. (1) **“Market Rent”** means an adjustment to the Rent that could reasonably be expected to be paid for the Premises if unoccupied and offered for rent for the use set out in Item 9.

- (2) The Lessor will, not earlier than 4 months prior to the Rent Review Date to which Market Rent applies, give the Lessee a notice in writing stating the amount which, in the Lessor’s opinion, is the Market Rent for the Premises as at that Rent Review Date.

- (3) The Lessee is taken to have agreed to the Market Rent stated in that notice unless within 28 days of receiving the notice, the Lessee gives the Lessor a notice disputing the Market Rent.

- (4) If the Lessee gives the Lessor a notice under clause (3) disputing the Market Rent, the parties must negotiate in good faith to agree the Market Rent.

- (5) If, 14 days after the Lessee tells the Lessor that the Lessee disputes the proposed Rent applicable from the Rent Review Date either party may ask the President of the Australian Property Institute (Canberra Chapter) to appoint a valuer with at least 5 years’ experience to determine the Market Rent having regard to the current market rental.

- (6) The valuer must act as an independent expert and not as an arbitrator, and give written reasons for the decision. The parties must share the valuer’s costs equally.

- (7) The valuation of the Market Rent must take into account:

- (e) the terms of the Sublease;
- (f) other matters relevant to the assessment of current market rental;
- (g) the use of the Premises under the Sublease; and
- (h) rent concessions or other benefits frequently or generally offered to prospective lessees of similar Premises,

and must assume that the Premises are unoccupied, but it must not take into account the value of any goodwill or the Lessee's Improvements.

- (8) Until the dispute is resolved, or a right is lost, the Lessee must pay the old Rent. Any adjustment is calculated from the Market Review Date. The Lessee must pay any adjustment, or the Lessor must credit the Lessee with it, when the next monthly payment is due.

Executed as an Agreement

DATE OF THIS AGREEMENT

24th November 2008

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of:

Richard Rand

Signature of witness

Richard Rand

Print name

Susan Marriage
Signature of Territory delegate,
Director, Sport & Recreation Services

SUSAN MARRIAGE

Print name

SIGNED by or for and on behalf of TUGGERANONG ARCHERY CLUB INCORPORATED ACN 930 841 360 in the presence of:

Signature of witness

Raymond George Sweeney

Print name

Raymond George Sweeney

Signature of authorised Representative*

Signature of authorised Representative*
*see note below

STEPHEN JOHN GARDIOTT, PRESIDENT.
Print name and position

Signature of second authorised representative*
*see note below

Kevin WATTS, TREASURER
Print name and position



Note:

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

Individual: Must be signed by the individual and witnessed.

Incorporated Association: Must be signed in accordance with the Association's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the constitution but is generally not required.

LODGED BY: TAMS
 Sport and Recreation Facility.
 Phil Davies 0417 822452 or 6207 5926.

AUSTRALIAN CAPITAL TERRITORY GOVERNMENT

**SUBLEASE
 LAND TITLES**



SL\$1538594

03/08/2007 10:31:14 HENKJ

SL

1538594

5.
1g

The lessor as registered proprietor of the land in Item
 This lease is subject to the mortgages, encumbrances
 any created by dealings lodged prior to this lease.

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT (Unit Titles only)	VOL:FOL	INSTRUMENT NO.
CHISHOLM	575	15 (part)		1666:53	

2. LESSOR (FULL NAME AND ADDRESS OF LESSOR/SUBLESSOR/UNDERLESSOR)

THE AUSTRALIAN CAPITAL TERRITORY, a body politic established under section 7 of the *Australian Capital Territory (Self-Government) Act 1988*, represented for the purposes of this sublease by Canberra Urban Parks and Places, an administrative unit of the Department of Urban Services.

3. LESSEES (FULL NAME AND ADDRESS OF LESSEE/SUBLEESSEE/UNDERLESSEE, SURNAME LAST)

- TUGGERANONG VALLEY CRICKET CLUB INCORPORATED**, an association incorporated under the *Associations Incorporation Act 1991*, (registration number AO1170) care of GPO Box 467 Erindale ACT 2904
- TUGGERANONG VALLEY RUGBY UNION AND AMATEUR SPORTS CLUB LIMITED**, an Australian Public company limited by guarantee, having its registered office at 6 Ricardo Street Wanniasa ACT 2904

4. FORM OF TENANCY

JOINT TENANTS/TENANTS IN COMMON ETC...
 Not applicable
 Consent granted under Section 167(5)
 Land (Planning and Environment) Act 1991

5. AREA BEING LEASED (EG: WHOLE OR DESCRIPTION OF SUBJECT AREA)

See Item 4 of Schedule 1, at page 17 of the Annexure
 Area A on sub lease plan 8236
 Delegate of the Authority ("Premises")

6. TERM OF LEASE

TERM IN YEARS: 10 years
 COMMENCING: 1 July 2004
 TERMINATING: 30 June 2014
 YEARLY RENT: \$200.00 per annum

- THE COVENANTS IMPLIED AT SECTION 119 AND 120 OF THE *LAND TITLES ACT 1925* HEREBY NEGATED (DELETE IF INAPPLICABLE)
- THE COVENANTS AND CONDITIONS SET OUT IN THE ANNEXURE HERETO ARE DEEMED TO BE INCORPORATED HEREIN (DELETE IF INAPPLICABLE)

7. CONSENTING PARTY / PARTIES

I / WE CONSENT HERETO:
 N/A

ACT REVENUE OFFICE
 ORIGINAL DUTY STAMPER
 Client A/C No 106842
 Assess Basis Not Liable
 Assessment ID 139179
 Assessed Value \$1.00
 Duty Paid \$0.00
 For Lease-Non Residential
 Date 26/03/2007 Time 11:03:48

8. DATE

JULY 2004

9. EXECUTION

SIGNED IN MY PRESENCE BY THE LESSOR:

See Annexure page 27

SIGNATURE OF LESSOR.

FULL NAME AND SIGNATURE OF WITNESS

SIGNED IN MY PRESENCE BY THE LESSEE:

See Annexure pages 27 and 28.

SIGNATURE OF LESSEE.

FULL NAME AND SIGNATURE OF WITNESS

Land (Planning and Environment) Act 1997
Consent granted under section 17(2)

Deputy Director

2004

This is the Annexure referred to in the Memorandum of Sublease between the Australian Capital Territory, as Lessor and Tuggeranong Valley Cricket Club, as Lessee 1, and Tuggeranong Valley Rugby Union and Amateur Sports Club as Lessee 2 consisting of 24 pages and dated.....day of 2004.

Date 1 July 2004

Sublease

LESSOR

AUSTRALIAN CAPITAL TERRITORY

LESSEE 1

TUGGERANONG VALLEY CRICKET CLUB

AND

LESSEE 2

**TUGGERANONG VALLEY RUGBY UNION
AND AMATEUR SPORTS CLUB**

**BLOCK 15 SECTION 575
CHISHOLM**

**ACT Government Solicitor
Level 5, 12 Moore Street
CANBERRA CITY ACT 2601
PO Box 260 Civic Square ACT 2608
Ph: 6207 0666
Fax: 6207 0650**

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PARTIES:

AUSTRALIAN CAPITAL TERRITORY, a body politic established under section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) ("Lessor").

TUGGERANONG VALLEY CRICKET CLUB INCORPORATED, an association incorporated under the *Associations Incorporation Act 1991*, registration number A01170 ("Lessee 1").

TUGGERANONG VALLEY RUGBY UNION AND AMATEUR SPORTS CLUB ACN 098 763 314, of Weatherall Administration Centre, 8 Ricardo Street, Wanniasa in the Australian Capital Territory ("Lessee 2").

RECITALS

- A. Lessee 1 has procured the carrying out and completion of the Building in accordance with approved plans and specifications.
 - B. The property in the Building does not automatically vest in the Lessor by affixation to the Land but will vest in the Lessor upon the expiration or earlier termination of this Lease.
 - C. Lessee 1 (or Lessee 2, if its right pursuant to clause 18.7 is exercised) must manage the Premises to the satisfaction of the Lessor in accordance with the terms and conditions of this Lease.
-

1. Definitions and Interpretation

1.1 In the Lease unless the context otherwise requires:

Acts	means all present and future legislation and all amendments, re-enactments, regulations, by-laws and orders made in relation to such legislation.
Authority	includes any government, local government or statutory body.
Building	means the building constructed on the Land and known as the Chisholm Cricket Pavilion.
Commencement Date	means the date of commencement of this Lease as specified at Item 4 of Schedule 1.
Disclosure Statement	means a disclosure statement under section 30 of the Leases Act.

Improvements	means any alteration or addition by the Lessee to the Premises during the Term which will require approval in accordance with the Laws and Requirements.
Land	means the land described at Item 1 of Schedule 1.
Laws and Requirements	means all applicable legislation and any requirements, notices, orders or directions received from or given by any Agency.
Lease	means this Lease.
Leases Act	means the <i>Leases (Commercial and Retail) Act 2001</i> (ACT).
Lessee 1's Fixtures and Fittings	means all the fixtures, fittings and furnishings that Lessee 1 has affixed to or installed on, or proposes to affix or install on the Premises in respect of which no approval is required under the Laws and Requirements.
Lessor's Owned Improvements	includes (but will not be limited to) all the Lessor's plant and equipment mechanical or otherwise, furniture, furnishings of whatever nature including curtains, blinds and light fittings in or upon the Land or Building (if any).
month	means calendar month.
Outgoings	means any levy, rate, tax or other charge imposed on or in respect of the Land or the Building.
person	includes a body corporate as well as an individual.
Premises	means the Land, the Building and the Lessor's Owned Improvements more particularly described in Item 2 of Schedule 1.
Recoverable Outgoings	means outgoings recoverable by the Lessor from Lessee 1 pursuant to section 70 of the Leases Act.
Recoverable Outgoings and Service Charges	means each period of 12 consecutive calendar months commencing on 1 July and ending on

Year	the following 30 June.
Rent Commencement Date	means the date that rent is payable under this Lease and is specified at Item 6 of Schedule 1.
Service Charges	means all charges for services provided for in respect of the Land or the Building and includes but is not limited to charges for electricity, water, security, waste disposal, cleaning and grounds maintenance.
Term	means the term set out in Item 3(a) of Schedule 1.
Termination Notice	means a written notice of termination from the Lessor to Lessee 1 pursuant to clause 18.3.

1.2 In the Lease, unless the context otherwise requires:

- (1) the singular number includes the plural number and the masculine gender includes the feminine gender and the neuter gender and vice versa;
- (2) a covenant agreement or obligation on the part of more than one person will be deemed to be entered into by those persons jointly and each of them severally;
- (3) the covenants on the part of the Lessor will bind the registered proprietor for the time being of the Land on which or of part of which the Premises form part;
- (4) all Schedules annexed to the Lease form part of the Lease;
- (5) marginal notes and headings do not form part of the Lease; and
- (6) where a reference is made to any body or authority such reference will if the body or authority has ceased to exist be deemed a reference to the body or authority as then serves substantially the same objects as the body or authority and any reference to the President of such body or authority will in the absence of a President be read as a reference to the Chief Executive Officer for the time being of the body or authority.

2. Term of Lease

2.1 The Lessor grants a Lease over the Premises to Lessee 1 for the Term commencing and expiring on the dates specified at Items 3(b) and 3(d) of Schedule 1 respectively, at the rent and on the other terms set out in this Lease.

Option to Renew

- 2.2 The Lessor shall upon the written request of Lessee 1 delivered to the Lessor prior to the expiration of the Term of this Lease, provided there is not then any existing breach or non-observance of any of the covenants conditions terms agreements and provisos on the part of Lessee 1, renew this Lease for the further period as set out in Item 3(c) of Schedule 1 at a rental to be determined in accordance with the provisions of this Lease and upon the same terms and conditions in this Lease PROVIDED THAT this Lease may not be renewed for a further term.

Holding Over

- 2.3 If Lessee 1 continues to occupy the Premises beyond the expiration of the Term of the Lease or any extension or renewal of it with the consent of the Lessor, it will do so on and subject to the covenants, conditions and terms of the Lease inclusive of all payments due by Lessee 1 to the Lessor under the Lease as a monthly lessee only at a monthly rental equal to one-twelfth of the rental plus Outgoings and Service Charges payable by Lessee 1 as provided under the Lease. Such tenancy may be determinable at the will of either the Lessor or Lessee 1 by 1 month's notice in writing expiring on any day of the month.

3. Lessee Acknowledgement

- 3.1 Lessee 1 acknowledges that:

- (1) Lessee 1 received a Disclosure Statement from the Lessor, at least 14 days before the Lease was entered into;
- (2) Lessee 1 was not compelled to use the services of a lawyer nominated by the Lessor in respect of this Lease;
- (3) the Lessor has not engaged in conduct, in respect of this Lease, that is unconscionable, coercive or harsh and oppressive;
- (4) Lessee 1 was made aware of the handbook to the Leases Act and where it can be obtained;
- (5) except as set out in the Disclosure Statement or this Lease, no promise, representation, warranty, undertaking, arrangement or statement, whether express or implied, has been made by or behalf of the Lessor in the negotiations leading up to the execution of this Lease which:
 - (a) has induced Lessee 1 to enter into this Lease;
 - (b) relates to the suitability of the Premises for any purpose; or
 - (c) relates to the fittings, finish, facilities and amenities of the

Premises.

4. Rent

Lessee 1 must pay the rent set out in Item 4 of Schedule 1, to the Lessor.

5. Outgoings and Service Charges

Outgoings separately metered or chargeable

- 5.1 Lessee 1 must within 30 days of receipt of a relevant tax invoice from the Lessor, pay to the Lessor, all Outgoings and Service Charges that are payable by or chargeable directly to Lessee 1.
- 5.2 Lessee 1 must promptly pay to the relevant Authority or provider of services, on behalf of the Lessor, all Outgoings and Service Charges payable by the Lessor which are separately provided or metered or relate solely to the Premises.
- 5.3 The Lessor must promptly provide to Lessee 1 a copy of any notice in respect of the Outgoings and Service Charges received from any Authority or other service provider.
- 5.4 If Lessee 1 defaults in payment of any Outgoings and Service Charges in clause 5, the Lessor may pay the same and, in addition to the Lessor's remedies in this Lease, may recover the amount so paid as if the same was rental in arrears.
- 5.5 If Item 7 of Schedule 1 provides for the payment of Recoverable Outgoings by Lessee 1, the Lessor will:
- (1) during the Term of the Lease, give Lessee 1 a written estimate of the Recoverable Outgoings Lessee 1 is required to contribute to under the Lease, using the same item descriptions used in the Disclosure Statement, at least 1 month before the start of each Accounting Period; and
 - (2) make a written expenditure statement available for examination by Lessee 1 within 1 month after the end of the Accounting Period to which it relates, which itemises the Recoverable Outgoings using the same item descriptions used in the Disclosure Statement.
- 5.6 The Lessor must give Lessee 1 a written report that complies with section 66 of the Leases Act and details all expenditure by the Lessor in each Accounting Period of the Lessor during the term of the Lease on account of Recoverable Outgoings to which Lessee 1 contributes.
- 5.7 Within 3 months after the end of each period for which Lessee 1 contributes to Recoverable Outgoings under the Lease, there must be the following adjustment between the Lessor and Lessee:

- (1) if the amount paid by Lessee 1 for the estimated expenditure by the Lessor on Recoverable Outgoings during the Accounting Period to which they relate is greater than the amount spent by the Lessor for Recoverable Outgoings during this same period, then the Lessor must credit the difference between these two amounts to Lessee 1; or
- (2) if the amount paid by Lessee 1 for the estimated expenditure by the Lessor on Recoverable Outgoings during the Accounting Period to which they relate is less than the amount spent by the Lessor for Recoverable Outgoings during this period, Lessee 1 must pay the difference between these two amounts to the Lessor.

Legal Costs and Stamp Duty

- 5.8 The Lessor and Lessee 1 will each bear their own costs (including legal costs and disbursements) in relation to the negotiation, preparation and execution of the Lease. The Lessor will pay all stamp duty assessed on the Lease. Lessee 1 will pay the fees for registration of the Lease at the Australian Capital Territory Registrar-General's Office.
- 5.9 For clarity, a list of the Lessor's and Lessee's respective contributions to all costs/charges associated with the Premises is attached and marked as 'A'.

6. Use of Premises

Lessee 1 must not use the Premises for any illegal purposes or activity, and must not without first obtaining the prior written consent of the Lessor use the Premises for any use other than that specified at Item 6 of Schedule 1.

7. Condition Audit

- 7.1 Within a reasonable period of time after the Commencement Date, the Lessor and Lessee 1 or their authorised representatives will inspect the Premises to determine the nature and extent of the condition of the Premises as at the commencement of this Lease.
- 7.2 The condition of the Premises will be specified at a written condition audit report, which is to be signed by both parties or their authorised representatives ("Condition Audit").
- 7.3 The Condition Audit will determine the condition of the Premises as at the Commencement Date and be used to determine the standard at which the Premises must be made good by Lessee 1 in accordance with clause 12 ("Commencement Standard").

8. Maintenance and Repairs

- 8.1 Lessee 1 will maintain the Premises in good structural repair and will attend to

maintenance of a structural nature.

- 8.2 Lessee 1, at its own expense, will keep the Premises in good working order and repair to the reasonable satisfaction of the Lessor, fair wear and tear and damage by fire, storm, tempest, lightning, flood or earthquake excepted.
- 8.3 Lessee 1 will be responsible for minor repairs and maintenance such as replacement of light globes, fluorescent tubes, switches, starters, tap washers, replacement of broken or cracked glass, repair of roller doors and all door and window locks in the Premises.
- 8.4 Lessee 1 will comply with any notice in writing by the Lessor requiring Lessee 1 to repair or clean in accordance with the provisions of this Lease.
- 8.5 Lessee 1 will repair and/or clean the Premises according to the notice referred to in clause 8.4. If the repairs are not carried out in accordance with the terms of such notice, the repairs and cleaning may be carried out by the Lessor and recoverable from Lessee 1 as if such repairs were arrears in rent.
- 8.6 Lessee 1 will permit the Lessor or any persons duly authorised by the Lessor to enter the Premises at any reasonable time and on reasonable notice for the purpose of effecting any repairs to the Premises that are not required to be effected by Lessee 1. The Lessor will use its best endeavours to avoid interference and/or disruption to Lessee 1.
- 8.7 Lessee 1 will make or make payment for any structural alterations, additions or repairs to the Premises or any part of the Premises.

9. Assignment and Sub-Letting

Lessee 1 must not assign, sublet, or part with possession of the Premises or any part of the Premises or mortgage Lessee 1's interest under this Lease.

10. Indemnity and Insurance

- 10.1 Lessee 1 will indemnify and keep indemnified the Lessor, its employees, subcontractors, agents, invitees or licensees ("those indemnified") from and against all claims, demands, actions, suits and proceeding arising out of any accident to or injury suffered by those indemnified whilst those indemnified are in or on the Premises except to the extent that any such claim, demand, action, suit, proceeding, injury or damage was caused by the Lessor.
- 10.2 At its own expense, Lessee 1 must take out, with an insurer rated at "A minus" or better by Standard and Poors or Bests (and will on request of the Lessor supply the Lessor with evidence of currency), insurance covering breakage of any plate or other glass for its full replacement value. If any glass windows, doors or panels in the Premises are destroyed or damaged, Lessee 1 must repair or replace them with glass of at least the same quality and thickness.

- 10.3 At its own expense, Lessee 1 must take out, with an insurer rated at "A minus" or better by Standard and Poors or Bests (and will on request of the Lessor supply the Lessor with evidence of currency), a public liability insurance policy that provides for a minimum cover for each person, accident, claim or incident in accordance with the Determination and specified at Item 8 of Schedule 1.

11. Rules and Regulations

Lessee 1 must at all times comply with and will cause its servants, agents contractors, invitees and licensees to comply with all or any such rules and regulations specified at Schedule 2 or as may be notified to Lessee 1 by the Lessor from time to time.

12. Yield Up and Make Good

- 12.1 At the expiry or earlier termination of this Lease, Lessee 1 must:

- (1) yield up the Premises in good repair at the Commencement Standard subject to fair wear and tear;
- (2) subject to clause 12.2, remove all Lessee 1's Fixtures and Fittings from the Premises; and
- (3) remove all advertisements, signs or notices.

- 12.2 Lessee 1 will not be required to remove the Building on the expiration or earlier termination of this Lease.

- 12.3 Lessee 1 will be responsible for the payment of rent and all other charges properly payable under this Lease until such time Lessee 1 yields up the Premises.

- 12.4 If Lessee 1 does not comply with its obligations pursuant to this clause 12 then:

- (1) the Lessor may by notice in writing to Lessee 1 elect to assume that property in Lessee 1's Fixtures and Fittings will pass to the Lessor; or
- (2) the Lessor at the expense of Lessee 1 may remove and dispose of Lessee 1's Fixtures and Fittings in such manner as the Lessor thinks fit

PROVIDED THAT, in the event of termination, Lessee 2 elects not to be bound to the terms and conditions of this Lease in accordance with clause 18.7.

13. Other Lessee Covenants

- 13.1 Lessee 1 must observe the covenants and conditions of the Crown Lease of the

Land.

- 13.2 Lessee 1 must immediately notify the Lessor of any damage or defect which occurs to the Premises, or any notice received by Lessee 1 from any Authority with respect to the Premises, excluding invoices for outgoings or service charges payable by Lessee 1.

14. Quiet Enjoyment

Subject to Lessee 1 paying the rent reserved by the Lease and performing and observing the covenants and conditions of the Lease, Lessee 1 may peaceably and quietly enjoy the Premises during the Term of the Lease, and any extension or renewal of it, without any interruption or disturbance from or by the Lessor or any person claiming under or in trust for the Lessor.

15. Damage or Destruction of Premises

- 15.1 Subject to clause 15.2, if the Premises are, at any time during the Term of the Lease, or any extension or renewal of it, damaged to the extent that they cannot be used for their normal purpose, Lessee 1 is not required to pay rent or Recoverable Outgoings unless:
- (1) the damage to the Premises was caused, partly or wholly, by an act or omission of Lessee 1; or
 - (2) the Lessor is unable to claim insurance for the damage because Lessee 1 invalidated the Lessor's insurance.
- 15.2 If the Premises are damaged but Lessee 1 can use them for their normal purpose, Lessee 1 must pay rent and Recoverable Outgoings to the extent that the Premises can be used for its normal purpose despite the damage.
- 15.3 Clauses 15.1 and 15.2 do not apply to the extent (if any) that the Lessor and Lessee 1 agree to the payment or reduced payment of rent or Recoverable Outgoings after the Premises are damaged.
- 15.4 Within 2 months of any material damage to the Premises, Lessee 1 must notify the Lessor that Lessee 1:
- (1) reasonably considers that the repair of the Premises is impracticable and intends not to repair the Premises; or
 - (2) intends to repair or reinstate the Premises substantially in accordance with the terms of that notice.
- 15.5 On giving 30 days prior written notice to the Lessor, Lessee 1 may terminate this Lease if:
- (1) the Premises are damaged;

- (2) Lessee 1 has issued a notice in accordance with clause 15.4(1); and
 - (3) either:
 - (a) the Premises have to be or have been demolished because of the damage; or
 - (b) the damage extends to more than 50% of the Premises; or
 - (c) it is impracticable for Lessee 1 to repair or reinstate the Premises, acting reasonably and promptly, within 1 year after the day or last day that the damage happened; or
 - (d) the Premises cannot be used because of the damage, the Lease is due to expire within 2 years after the day or last day, the damage happened and the Lease contains no option for extension.
- 15.6 No compensation is payable by Lessee 1 to the Lessor as a result of Lessee 1's termination under clause 15.5.
- 15.7 On giving 30 days prior written notice to Lessee 1, the Lessor may terminate this Lease if:
- (1) the Premises are damaged in a material way; and
 - (2) either:
 - (a) Lessee 1 has issued a notice in accordance with clause 15.4(1); or
 - (b) Lessee 1 has issued a notice in accordance with clause 15.4(2), but unreasonably departs from, or takes no reasonable action in relation to such repair or reinstatement; or
 - (c) the Premises will not be able to be used for their normal use within a reasonable period, for more than 1 year, after the day, or last day, the damage happened.
- 15.8 No compensation is payable by the Lessor to Lessee 1 as a result of the Lessor's termination under clause 15.7.
- 15.9 If the Lessor relies on Lessee 1's advice that Lessee 1 intends to repair the Premises in accordance with the terms of a notice issued under clause 15.4(2) and the Lessor suffers material damage or loss as a result of Lessee 1's failure to repair the Premises either within the time nominated by Lessee 1 in that notice, or within a reasonable period where no time was nominated, Lessee 1 must compensate the Lessor for the loss or damage the Lessor has suffered.

16. Resolution of Disputes

- 16.1 If a difference or dispute ("Dispute") arises in relation to this Lease then either party may give written notice to the other that a Dispute exists and giving details of the Dispute. The parties agree that, following the issue of such a notice, they will endeavour to resolve the Dispute by negotiations, including by referring the Dispute to persons who have authority to intervene and direct some form of resolution.
- 16.2 If the Dispute has not been resolved under clause 16.1 within 28 days of the notice of the Dispute, then the parties agree that they will undertake a mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of the Institute of Arbitrators and Mediators Australia, (ACT Division). Unless otherwise agreed, the parties will share the costs of the engagement of the mediator.
- 16.3 Nothing in this clause will prejudice the rights of either party to make an application to the Australian Capital Territory Magistrates Court or any other rights to institute proceedings in relation to this Lease or to seek injunctive or urgent declaratory relief in respect of any Dispute.

17. Goods and Services Tax

- 17.1 In this clause unless the contrary intention appears:-

"GST Act" means the Act entitled *New Tax System (Goods and Services Tax) Act 1999* as amended from time to time or any act passed in substitution for or replacement of that Act;

"GST Imposition Act" means any of the Acts listed in the definition of "GST" in the Act; and

Expressions and words defined in the GST Act and used in this clause have the meanings defined in the GST Act.

- 17.2 (1) All rent/rental expressed or determined to be payable by Lessee 1 under this Lease is calculated and will be determined inclusive of GST.
- (2) All other payments ("Amounts") expressed or determined to be payable by Lessee 1 under this Lease, otherwise than by virtue of this clause, are calculated and will be determined exclusive of GST.
- (3) If this Lease requires Lessee 1 to reimburse the Lessor for an amount paid or payable by the Lessor for a taxable supply to the Lessor by a third party for which the Lessor is entitled to claim an input tax credit, the amount required to be reimbursed will be reduced by the amount of

the Credit.

“Credit” means:

- (a) if the amount to be reimbursed is equal to the amount that is paid or payable by the Lessor, the amount of that input tax credit;
 - (b) if the amount to be reimbursed is a proportion of the amount that is paid or payable by the Lessor, a proportion of that input tax credit that is the same proportion that the amount to be reimbursed bears to the amount paid or payable by the Lessor.
- (4) On the due date for payment of any Amount payable by Lessee 1 under this Lease (including amounts referred to in paragraph (c) of this clause) the amount Lessee 1 must pay to the Lessor is the amount derived by multiplying the original amount payable by the formula $[1 + (\text{the decimal expression of the GST rate imposed under section 4 of the applicable GST Imposition Act})]$.
- (5) The Lessor must provide to Lessee 1 in accordance with the requirements of the Act a tax invoice for each payment by Lessee 1 to the Lessor under this Lease.

18. Termination of Lease

- 18.1 Upon the expiration of 5 years from the Commencement Date, this Lease may be terminated by either party giving the other party 6 months notice in writing, or such earlier termination as agreed by the parties in writing.
- 18.2 Without prejudice to any other right or remedy which has accrued or which may accrue in favour of either party, the Lessor may terminate this Lease immediately, in whole or in part, by notice in writing to Lessee 1 if Lessee 1:
- (1) is in breach of its obligations under this Lease and that breach is not capable of being remedied;
 - (2) is in breach of its obligations under this Lease and where the breach is capable of being remedied, the breach has not been remedied within 60 days of receipt of notice requiring Lessee 1 to remedy the breach;
 - (3) becomes subject to any form of insolvency administration;
 - (4) assigns or otherwise deals with its rights and obligations including in the case of a company, where there is a material change in the ownership of the company;
 - (5) breaches any legislation applicable to it, is guilty of any serious misconduct or neglect of duty in performing its obligations under this

Lease, or refuses to comply with any reasonable instructions or directions by the Lessor; or

- (6) abandons the Premises and Lessee 1 remains in breach after 14 days notice in writing from the Lessor.

18.3 If the Lessor has a right to terminate this Lease, the Lessor may give Lessee 1 a Termination Notice.

18.4 Within 14 days of being given the Termination Notice, Lessee 1 may:

- (1) contest the termination by application to the Magistrates Court; or
- (2) agree to the termination by written notice to the Lessor.

18.5 The Termination of the Lease takes effect in accordance with the terms of the Termination Notice if, within the 14 day period referred to in clause 18.4, Lessee 1:

- (1) does not contest the termination by application to the Magistrates Court; or
- (2) agrees to the termination by written notice to the Lessor.

18.6 If Lessee 1 is in possession of the Premises, the Lessor may enter the Premises to recover possession of the Premises only:

- (1) under a court order or warrant; or
- (2) if the Lease has been terminated in accordance with this clause 18 and the Leases Act.

18.7 Upon termination of this Lease in accordance with this clause 18, the terms and conditions of this Lease will apply to Lessee 2 from the date of termination (except for clause 18.7) by deleting the reference to "Lessee 1" and inserting the reference to "Lessee 2" throughout the Lease, where appropriate, PROVIDED THAT Lessee 2 does not within 30 days after written notification by the Lessor to Lessee 2, of the termination of the Lease with Lessee 1, elect by written notice to the Lessor not to be substituted for Lessee 1 in this Lease.

19. Application of the Leases Act

In the event of any inconsistency between the terms and conditions of this Lease and the Leases Act, the Leases Act prevails.

20. Compensation

20.1 If the Lessor terminates this sublease because it requires the Premises for a public purpose, then the Lessor may determine to pay compensation to Lessee

1 in respect of any building or other improvements upon the Premises so as to justly compensate Lessee 1 for that acquisition, having regard to all relevant matters.

20.2 In making any determination under clause 20.1, the Lessor will exercise its discretion reasonably.

21. General Provisions

21.1 The Lease will be governed by and construed in accordance with the laws for the time being in force in the Australian Capital Territory and the parties submit to the jurisdiction of the courts of the Australian Capital Territory.

21.2 Any covenant or provision in the Lease which is not applicable to the Premises or which is repugnant to the general interpretation of the Lease or which is invalid, unlawful, void or unenforceable will be capable of severance without affecting any other of the obligations of the parties pursuant to the Lease.

23.3 Any notice, or other communication required or otherwise to be given or sent to the Lessor, Lessee 1 or Lessee 2 under this Lease will be in writing and forwarded to the addresses or facsimile numbers specified at Item 9 of Schedule 1 or such other address or facsimile number as may be notified by a party to the other from time to time, and will be deemed to be duly given or sent if:

(1) sent by prepaid mail to the address of the recipient; or

(2) sent by facsimile to the recipient

23.4 A notice or other communication will be deemed to have been given or received if:

(1) sent by prepaid mail upon the expiration of 3 days after the date on which it was so sent;

(2) sent by facsimile, upon the sender's facsimile machine recording that facsimile has been properly transmitted to the recipient's address; and

(3) delivered personally, upon the day of delivery.



SCHEDULE 1

- Item 1: The Land:** Part Block 15 Section 575 Division of Chisholm in the Australian Capital Territory comprised in, the Crown Lease Volume 1666 Folio 53, as delineated as "Area A" on the plan attached and marked with the letter "P"
- Item 2: The Premises:** The Land and the Building.
- Item 3:**
- (a) Term: 10 years.
 - (b) Commencement Date: 1 July 2004
 - (c) Option: 10 years on expiry of the Term.
 - (d) Termination Date: 30 June 2014
- Item 4: Rent:** \$200.00 per annum as a lump sum payment within 30 days of the Commencement Date and on each 12 month anniversary of the Commencement Date for the Term of this sublease and any extension or renewal of it.
- Item 5: Rent Commencement Date:** 1 July 2004
- Item 6: Use of Premises:** Use that is consistent with the purpose clause of the Crown Lease.
- Item 7: Recoverable Outgoings:** In accordance with the Disclosure Statement and Attachment A.
- Item 8: Public Liability Insurance:** \$20,000,000.00
- Item 9: Address for Notices**
- Lessor:
The Manager
Sports and Recreational Facilities
Canberra Urban Parks and Places
Department of Urban Services
Level 2 Macarthur House
12 Wattle Street
Lyneham ACT 2602
- Lessee 1:
The President
Tuggeranong Valley Cricket Club Incorporated
GPO Box 467
Erindale ACT 2904
- Lessee 2:
The President
Tuggeranong Valley Rugby Union and Amateur Sports Club
8 Ricardo Street
WANNIASSA ACT 2903

SCHEDULE 2

RULES AND REGULATIONS TO FOLLOWED BY THE LESSEE IN THE LEASE

1. Garbage

Lessee 1 must keep the Premises clean and tidy and procure the regular and prompt removal of all rubbish, garbage, waste and litter from the Premises.

2. Accident or Defect

Lessee 1 must give to the Lessor prompt notice in writing of any damage to or defect in any of the services connected to the Premises.

3. Signs

Lessee 1 must not paint, affix or exhibit or permit to be painted, affixed or exhibited onto or upon or in any part of the Premises any sign notice name place placard post or other advertisement except with the prior written approval of the Lessor which approval will not be unreasonably withheld.

4. Lighting

Lessee 1 will at its own cost arrange any necessary repair or replacement of any defective, damaged or broken lighting bulbs, tubes and globes in the Premises PROVIDED THAT if Lessee 1 fails to perform its obligations under this rule the Lessor may (subject to the provisions of the Lease) attend to such work at the cost of Lessee 1.

5. Plate Glass

Lessee 1 will be responsible to the Lessor for the cost or expense of replacing any plate glass windows or doors in the Premises which are broken or damaged.

6. Use and Occupancy

Lessee 1 will:

- (1) not carry on or permit to be carried on in the Premises any manufacturing business nor without the prior consent in writing of the Lessor to install or permit to be installed any industrial machine.
- (2) use its best endeavours to protect and keep safe the Premises and any property contained in the Premises from theft or robbery and to keep

SCHEDULE 2 (Continued)

all doors windows and other openings closed and securely fastened when the Premises are not in use and to pay the cost of any additional security measures required by Lessee 1 arising from Lessee 1's use of the Premises.

- (3) not use or suffer the use of the Premises so as to commit or cause any breach of any Act or ordinance.

7. Use of Toilets etc

The toilets and other water supply apparatus must not be used for any purpose other than that for which they were constructed. The cost of making good or replacing any damage resulting to such apparatus or otherwise from any misuse by Lessee 1 or by any employee, client, customer or visitor of Lessee 1 will be borne by Lessee 1.

8. Use of Fire Escape and Entrance Foyers

Lessee 1 must not use or allow the use of any fire escape, entrance foyer or other parts of the Premises for smoking or other purposes inconsistent with their proper purposes.

9. No Alterations or Additions

Lessee 1 must not make any alterations or additions, whether structural or otherwise, to any part of the Premises, or do any building work or redesign the interior of the Premises without the prior written consent of the Lessor such consent will not be unreasonably withheld by the Lessor.

10. Noisome or offensive activity

Lessee 1 must not carry on, or permit to be carried on, or done in or upon the Premises, or any part of the Premises, any noxious, noisome or offensive activity or anything which is of an illegal nature or which constitutes a nuisance, annoyance or damage to the Lessor or any other lessees within the Premises or which constitutes an infringement of any Act having control over or affecting the Premises or business for the time being carried on in the Premises, and Lessee 1 will at all times comply with the requirements of such Act.

ATTACHMENT A

DISTRIBUTION OF LESSOR AND LESSEE 1 RESPONSIBILITIES IN RELATION TO COSTS AND CHARGES

Details	Percentage of Lessor responsibility (A)	Percentage of Lessee 1 responsibility (B)
BUILDING EMERGENCY SYSTEMS		
Fire Brigade monitoring	0%	100%
Fire Protection - Fire extinguishers	0%	100%
Fire Protection - Fire lines	0%	100%
Fire Protection contract	0%	100%
CLEANING		
Cleaning – general (see clause 4.2)	0%	100%
Cleaning – Toilet requisites	0%	100%
Cleaning - windows internal	0%	100%
Cleaning - windows external	0%	100%
Rubbish removal/tradewaste bins	0%	100%
ENERGY (Electricity & Gas)		
Electrical & Gas to operate plant	0%	100%
Electrical & Gas to operate plant and energy consumption after hours	0%	100%
Electrical consumption Such as lighting, power, data points (not plant operating)	0%	100%

ATTACHMENT A (Continued)

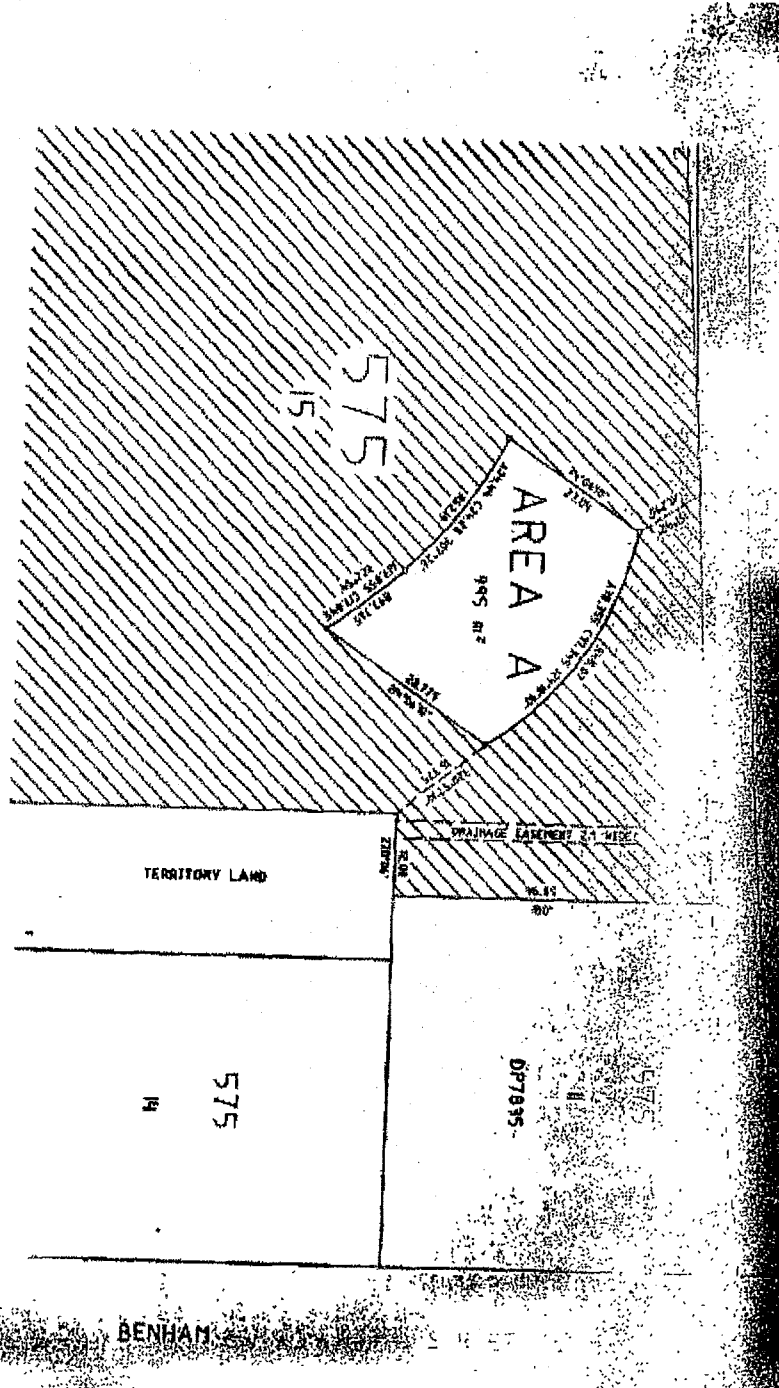
Details	Percentage of Lessor responsibility (A)	Percentage of Lessee responsibility (B)
ENGINEERING CHARGES		
Engineers Fees	0%	100%
Voice and data transmission	0%	100%
FITOUT		
Tenancy fitout	0%	100%
GARDENING		
Landscaping - external to the building footprint	0%	100%
Landscaping - internal	N/A	N/A
INSURANCE		
Insurance - building	0%	100%
Insurance - Plant breakdown	N/A	N/A
Insurance - Plate Glass	0%	100%
Insurance - Public Liability	0%	100%
MANAGEMENT FEE		
Management fees	N/A	N/A
RATES		
Land Tax	0%	100%
Water & Sewerage	0%	100%
REPAIRS and MAINTENANCE		
Air conditioning repairs	0%	100%
Airconditioning Contract Fees	0%	100%
Doors – automatic	N/A	N/A
Doors – external roller shutter	0%	100%

ATTACHMENT A (Continued)

Details	Percentage of Lessor responsibility (A)	Percentage of Lessee 1 responsibility (B)
Electrical	0%	100%
Floor coverings -	0%	100%
Floor coverings other	0%	100%
Grease Traps maintenance	0%	100%
Hydraulic Services	0%	100%
Lift – Goods Hoist	N/A	N/A
Lift - Passenger	N/A	N/A
Lifts Contract Fees	N/A	N/A
Lifts – non routine	N/A	N/A
Lifts telephone	N/A	N/A
Locks and Keys	0%	100%
Mechanical Services	0%	100%
Painting	0%	100%
Pest Control	0%	100%
Toilets	0%	100%
SECURITY		
Security systems - Internal	0%	100%
Security systems - External	0%	100%
SIGNS		
Signage- Internal	0%	100%

ATTACHMENT B

PLANS



EXECUTION PAGE

DATE OF THIS AGREEMENT 1 July 2004

SIGNED
for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
by:

Richard Martin Rand

PRINT FULL NAME
in the presence of

Signature of Witness

SASON CABELL

Name of Witness

Richard Rad
Signature of Authorised Officer
Manager - Sport and
Facilities Management
Recreation Services

**THE COMMON SEAL of the
TUGGERANONG VALLEY CRICKET
CLUB**

was affixed in the presence of:

Signature of Authorised Officer

President
Office held

Terrence Stamp
Name
(block letters)



Signature of Authorised Officer

Secretary
Office held

GREG GOODSELL
Name
(block letters)

Executed by
**THE COMMON SEAL of the
TUGGERANONG VALLEY RUGBY
UNION AND AMATEUR SPORTS CLUB**

was affixed in the presence of,
in accordance with the Corporations Act

Signature of Authorised Officer

President
Office held

Name
(block letters)

Signature of Authorised Officer

Secretary
Office held

PETER WOOD
Name
(block letters)

Signature of mortgagee	Signature of witness
------------------------	----------------------

7. OFFICE USE ONLY

Lodged by	J	Certificates Lodged	
Data Entered by	J	Attachments Lodged	
Examined by		Certificate of Title Lodged	to 1666-53
Registered by	M	Registration Date	- 6 AUG 2007

ACT GOVERNMENT
 Land Titles Act 19.
 Duties Act 1999
 Registrar-General's Office



SL\$1566136 05/02/2008 15:26:29 BLACC

1566136

Duty Only



SL
Form 072

SUBLEASE / HEADLEASE

Lodging Party
 Box Number
 ACT 65

PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF

The Lessor as set out in Item 2 as registered proprietor of the land set out in item 1 leases to the Lessee/tenant as set out in Item 3 the area as set out in Item 5, on the terms set out herein. The lease is subject to the mortgages, encumbrances and other instruments affecting the land, including any created by dealings lodged prior to this lease.

Stamp: RECEIVED FEB 05 2008 15:26:29
 Lodging Party: [blank]
 Box Number: [blank]
 ACT 65
 Duty Paid: [blank]
 For: [blank]
 Date: 01/2008 Time 11:50:05

1. LAND

Vol:Fol	Edition	District/Division	Section	Block	Unit
1778:4	1	HOLDER	45	18	

2. LESSOR

Full Name (Surname Last) AUSTRALIAN CAPITAL TERRITORY	Full Postal Address Recreation Services -Department of Territory and Administrative Services - PO Box 352, Civic Square, ACT, 2608
---	--

3. LESSEE / TENANT

Full Name (Surname Last) WESTON VALLEY ARCHERY CLUB INCORPORATED ABN 30 539 131 840	Full Postal Address 70 Perry Drive, Chapman, ACT, 2611
---	--

4. FORM OF TENANCY (delete whichever is not applicable)

Joint Tenants / Tenants in Common in the following shares:

5. AREA BEING LEASED (eg. Whole or description of sublet area)

Whole of Land

6. COMMENCEMENT DATE

This lease commences on **1 March 2007**

Use actual date

7. TERMINATION DATE

This lease terminates on **28 February 2017**

Use actual date

8. TERM IN YEARS

10 YEARS

9. YEARLY RENT

\$200.00 (plus GST) per annum

10. CONDITIONS (Tick whichever is applicable)

The covenants implied at sections 119 and 120 of the Land Titles Act 1925 are hereby negated.

The covenants and conditions set out in the annexure attached are deemed to be incorporated

The provisions set forth in the Memorandum of Provisions (MOP) or Common Provisions (CP) filed in the office of the Registrar-General are deemed to be incorporated herein / or modified by annexure as attached.

Provide MOP / CP number

11. CONSENTING PARTIES

Signed by the consenting party/s

Consent granted under Section 167(5)
 Land (Planning and Environment) Act 1991

[Signature]
 17/12/07

12. EXECUTION

Signed by the lessor *DW*

See Signing Page 9 30 Annexure

Signature of lessor

Name in full of the lessor

Signed in my presence

Signature of witness

Full name of witness

Signed by the lessee(s) *DW*

See Signing Page 9 30 Annexure.

Signature of lessee(s)

Name in full of the lessee(s)

Signed in my presence

Signature of witness

Full name of witness

13. DATE

21 NOVEMBER 2007

14. OFFICE USE ONLY

Examined by	<i>A</i>	Vol:Fol:Ed/Production No	<i>1778:4 ed 1</i>
Data Entered by	<i>A</i>	Annexures/Attachments	<i>Annexure</i>
Registered by	<i>DW</i>	Registration Date	25 FEB 2008

PRIVACY STATEMENT

S.43 of the Land Titles Act 1925 (LTA) authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Land Titles Register. S.65-67 LTA requires that the Register be made available to any person for search, upon payment of a fee. The information is regularly provided to various ACT Government agencies, including the ACT Department of Urban Services, ACT Planning and Land Authority (the Authority), ACT Treasury, Canberra Connect and ActewAGL for conveyancing, municipal account, administrative, statistical and valuation purposes. The Authority and agencies within the ACT Department of Urban Services may also use the information supplied to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

SCHEDULE OF NOTES

- This form is to be used only for the registration of a sublease/headlease.
- A sublease/headlease is required to be marked by ACT Revenue.
- Documents must be typed or completed in black ink or biro.
- Alterations to information entered on the form should be made by crossing out (not erasing or obliterating by painting over) and should be initialled by the parties.
- If there is insufficient space in any panel use an annexure sheet.
- Provide full names of the lessor/s including the postal address.
- Provide full names of the lessee/s including the postal address.
- Provide details of the sublet area.
- Provide details of the tenancy.
- Provide details of the commencement date.
- Provide details of the termination date.
- Provide details of the term in years.
- Provide details of the yearly rent.
- Execution should be in accordance with the Land Titles Act 1925.

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1 Interpretation

1.1 Definitions

In this Sublease unless the context otherwise requires:

Bond means a bond provided by the Lessee in the amount specified in Item 14.

Commencement Date means the date set out in Item 5.

Common Area means those parts of the Land which are not separately sublet, licensed or occupied and are intended by the Lessor to be for the common use of occupiers of the Land.

Contact Officer means, in relation to each party, the representative whose name and contact details are specified in Item 13, or as notified in writing from time to time by one party to the other.

General Charges means those items set out in section 3 of Schedule 2.

Insurance Determination means the:

- (1) *Financial Management (Public Liability Insurance) Determination 2005;*
- (2) *Financial Management (Public Liability Insurance – Non Profit Entities) Determination 2005; or*
- (3) any other relevant determination made under the *Financial Management (Public Liability Insurance) Guidelines 2005*

whichever is applicable to the Premises having regard to the nature of the Lessee.

Item means an item in the Schedule 1.

Land means the land described in Item 2.

Leases Act means the *Leases (Commercial and Retail) Act 2001 (ACT)* as amended or varied from time to time.

Lessee means the person or organisation named in Item 1 and, if a natural person or persons, their respective executors, administrators and permitted assigns, and if a company or

	incorporated association, its successors and permitted assigns.
Lessee's Improvements	means any structures, fixtures or fittings erected on the Premises by the Lessee or any former lessee or occupier of the Premises.
Lessor	means the Territory, its successors and assigns.
Lessor's Property	means any improvements erected by the Lessor in or on the Premises.
Option Term	means a sublease for a further term for the period set out in Item 11.
Premises	means that part of the Land described in Item 3.
Rent	is the rent per annum in Item 7 as varied from time to time in accordance with this Sublease.
Rent Review Dates	means the dates set out in Item 8(a).
Schedule	means any schedule forming part of this Sublease.
Service Charges	means those items set out in section 2 of Schedule 2.
Statutory Charges	means those items set out in section 1 of Schedule 2.
Sublease	means the Registrar-General's sublease form, this document and all Schedules and attachments.
Term	means the term specified in Item 4, or if extended under clause 2.2, the initial term and the extended term.
Territory	means: <ul style="list-style-type: none"> (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cwlth).

1.2 General

In this Sublease, unless a contrary intention is expressed:

- (1) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations, determinations and instruments issued under the legislation;

- (2) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (3) "include" is not to be construed as a word of limitation;
- (4) headings have no effect on the interpretation of the provisions;
- (5) an obligation imposed by this Sublease on more than one person binds them jointly and severally;
- (6) words and expressions importing natural persons include body corporates, associations, government and local authorities and agencies; and
- (7) any provisions in a Schedule form part of this Sublease.

2 Term

2.1 Term

This Sublease is for the Term and commences on the Commencement Date.

2.2 Holding Over

2.2.1 If the Lessee continues to occupy the Premises after the expiration of the Term, the Lessee:

- (1) is a monthly lessee at the monthly Rent then applying; and
- (2) occupies the Premises upon the conditions of this Sublease.

2.2.2 The monthly tenancy may be ended by either party giving one month's written notice to the other and may be given at any time.

3 Option to renew

3.1.1 This clause applies if Item 11 has been completed with an Option Term and the Lessee wishes to take a further sublease of the Premises for that Option Term after the expiry of the Term.

3.1.2 The right to exercise the option under this clause is conditional upon the Lessee:

- (1) punctually paying the Rent and observing the covenants throughout the Term; and
- (2) serving on the Lessor, written notice no more than six months but no less than three months before the date of expiry of the Term.

- 3.1.3 Subject to clause 3.1.2, the Lessee may, by service of the notice referred to in this clause, accept the offer by the Lessor to grant a renewal of a sublease and the new sublease will issue for the Option Term, at a rental to be determined in accordance with the provisions of this Sublease and upon terms and conditions then appearing in any standard sublease issued by the Lessor at that time for properties of a similar nature to the Premises, provided that the new sublease will not include this clause.

4 Rent

4.1 Rent

- 4.1.1 The Lessee must pay the Rent by equal monthly instalments in advance from the Commencement Date and on the first day of every month for the Term.
- 4.1.2 If an instalment is for a period of less than one month, then that instalment is equal to the amount calculated by dividing the Rent by the number of days in the sublease year in which the period commences and multiplying the result by the number of days in the period.

4.2 Review of Rent

The Rent will be reviewed on the Rent Review Dates in accordance with the corresponding method of rent review noted in Item 8(b) and in accordance with Schedule 4.

4.3 Interest on Overdue Monies

- 4.3.1 If the Rent or any other monies payable by the Lessee are not paid by the due date, then the Lessee must pay to the Lessor interest at the rate per annum shown in Item 12 on those monies from the date on which they fall due until the date of payment or recovery.
- 4.3.2 The Lessor is entitled to recover the interest from the Lessee as if it was Rent in arrears. Nothing in this clause restricts or prejudices any right of the Lessor in respect of the monies due.

5 Other Payments

- 5.1.1 The Lessee must promptly pay;
- (1) all charges for gas, electricity, oil and water separately metered or supplied and consumed in or on the Premises;
 - (2) all charges in respect of any telephone or other communication services connected to the Premises; and
 - (3) all other charges for the supply of any service separately supplied to the Premises.

- 5.1.2 If water and/or electricity consumption is not separately metered to the Premises, the Lessee must pay a proportion of the amount of consumption charges metered to the Land as the Lessor deems reasonable, having regard to the size of the Premises, other occupants on the Land, the respective use by all occupants on the Land (including the Lessee) and any other factor which is relevant.
- 5.1.3 The Lessee must, within 30 days of receipt of a written request from the Lessor, pay to the Lessor all charges and expenses for Statutory Outgoings, Service Charges and General Charges that are payable by the Lessee as set out in Schedule 2. For convenience, the respective percentage of contributions to be met by each party is specified in Schedule 2. Where there is any discrepancy between the provisions of this clause and Schedule 2, the provisions of Schedule 2 will apply.
- 5.1.4 The Lessee must, within 30 days of receipt of a written request from the Lessor, pay to the Lessor all charges and expenses that are payable by the Lessee.

6 Legal Costs and Disbursements

6.1 Cost of Sublease preparation

The Lessor and Lessee will each bear their own costs (including legal costs and disbursements) in relation to the negotiation, preparation and execution of this Sublease.

6.2 Stamp duty

The Lessor will pay all stamp duty (if any is payable) assessed on the Sublease.

6.3 Lessee's additional costs

In addition to all costs and expenses for which the Lessee is liable at law or in equity to pay, the Lessee will pay to the Lessor, on demand, the Lessor's reasonable costs and expenses (including reasonable legal costs assessed on a solicitor and client basis and registration fee and taxes, which may be payable):

- (1) for, and incidental to, any variation, surrender or termination of this Sublease;
- (2) in respect of any consent by the Lessor required under this Sublease;
- (3) incurred by or on behalf of the Lessor in consequence of, or arising out of, any default in the due observance or performance of any covenant or obligation on the part of the Lessee;
- (4) incurred by the Lessor in consequence of any request of, or application by, the Lessee; or

- (5) incurred by the Lessor as a result of the exercise, or attempted exercise, of any of the Lessor's rights or powers.

6.4 No Registration or Caveat

The Lessee acknowledges that it does not require this Sublease to be registered. The Lessee will not lodge a caveat in respect of the Land. If the Lessor chooses to register this sublease the Lessor will pay any registration fees.

7 Bond

7.1 Provision of Bond

If the Lessor requires payment of a Bond, the Lessee must deliver the Bond to the Lessor on or before the Commencement Date.

7.2 Use of Bond

The Lessor may use the Bond if the Lessee does not comply with any of its obligations under this Sublease (including any extension or holding over), and the Lessor may have recourse to the Bond without notice to the Lessee.

7.3 Return of bond

Within 30 days of the expiry of this Sublease (or any holding over, renewal or extension of this Sublease) or the Lessee vacating the Premises, whichever is the later, the Lessor must repay to the Lessee, the Bond (or so much as the Lessor has not previously called upon).

7.4 Bank guarantee

In substitution for the Bond, the Lessee may elect to provide an unconditional and irrevocable written undertaking by a bank, in favour of the Lessor and containing terms and conditions reasonably required by the Lessor.

8 Use of Premises

8.1 Use of Premises

The Lessee must not use or occupy the Premises except for the use set out in Item 9 or any such other purpose consented to by the Lessor in writing.

8.2 Crown lease

The Lessee must not use the Premises for any purpose other than as permitted by the Crown lease for the Land.

8.3 No interference

The Lessee must not do anything in or about the Premises which in the reasonable opinion of the Lessor:

- (1) is noisy, obnoxious, immoral, offensive or a nuisance or disturbance to the Lessor or other persons using the Land; or
- (2) may be the cause of damage or vibration.

8.4 No warranty as to suitability

8.4.1 The Lessee acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Lessor as to the suitability of the Premises or the Land for any purposes or as to the facility and amenities of the Premises or the Land except as contained in this Sublease. The Lessee must satisfy itself in respect to the use to which the Premises may be put and acceptance of this Sublease acknowledges full knowledge of any prohibitions or restrictions on the use of the Premises, including any imposed by law.

8.4.2 Where the permitted use of the Premises requires the consent of any authority, the Lessee must obtain that consent at its own expense. The Lessee must keep current the licenses and permits required to use the Premises.

8.5 Signs

The Lessee must not fix or place any sign, notice, advertisement or other thing on any part of the Premises without the consent in writing of the Lessor and then only in such colour, size and style and in such places as approved by the Lessor, such approval not to be unreasonably withheld.

8.6 Compliance with laws

The Lessee must comply, at its expense, with all laws and the requirements of any authority in connection with the Lessee's use or occupation of the Premises.

8.7 Keep clean

The Lessee must:

- (1) keep the Premises and immediate surroundings clean and tidy, and free from refuse and vermin;
- (2) ensure that the Premises is regularly mowed;
- (3) not store or place any objects on the area surrounding the Premises; and
- (4) allow reasonable access to the Premises by the Lessor and its contractors and employees to enable it to carry out any obligation required by this Sublease.

8.8 Statutory notices

8.8.1 If the Lessee receives a notice from any authority in respect of the Premises, the Lessee must immediately notify the Lessor in writing.

8.8.2 The Lessee must comply promptly with all notices received from any authority in respect of the Premises except such notices as would have been given irrespective of the Lessee's use and occupation of the Premises.

8.9 Notice of defect

The Lessee must immediately give notice to the Lessor of any damage to the Premises and any accident affecting water, gas or oil pipes, electricity lines or any defect in them and any other facilities provided by the Lessor.

8.10 Infectious illnesses

If any infectious illness occurs in the Premises, the Lessee must immediately notify the Lessor and have the Premises fumigated and disinfected by a suitably certified contractor, at the expense of the Lessee, to the satisfaction of any relevant authority.

8.11 Rubbish

The Lessee will keep the Premises free from rubbish including placing all rubbish in proper receptacles that the Lessee will install. The Lessee will arrange for the regular clearing of the receptacles and the regular removal of all rubbish. The Lessee will not create any rubbish or deposit any rubbish on the Common Area except for collection in such proper receptacles as are approved by the Lessor from time to time.

8.12 Flammable liquids and substances

8.12.1 The Lessee must not store or use chemicals or flammable, volatile or explosive substances on the Premises and must not in any way create any actual or potential fire hazard in the Premises.

8.12.2 The Lessee must permit the Lessor to enter the Premises at any time to control any actual or potential fire hazard and if the hazard, in the reasonable opinion of the Lessor, results from the use of the Premises by the Lessee, the Lessee must pay to the Lessor immediately on notification, the costs of the Lessor in carrying out that work.

9 Alterations and Fitout

9.1 No alterations without consent

9.1.1 The Lessee will not, without the prior written consent of the Lessor, erect any improvements or make any alterations or additions to the Lessee's Improvements on the Premises or permit or suffer the same to be made.

9.1.2 The Lessee must, in the course of erecting any improvements or making any alterations or additions:

- (1) comply with the requirements of the Lessor and all relevant authorities; and
- (2) obtain all necessary consents and approvals from all relevant authorities.

9.1.3 The Lessor may, in its absolute discretion, refuse to consent to the erection of improvements or the making of alterations or additions by the Lessee.

9.2 Installing equipment

The Lessee will not, without the prior written consent of the Lessor, install any water, electrical or gas fixture or appliance or any apparatus for light, air, heating or cooling.

10 Repairs, Maintenance and Replacement

10.1 Lessor's obligations

10.1.1 The Lessor will repair and maintain the Lessor's Property on the Premises.

10.1.2 The Lessor will not be required to repair, maintain or replace any of the Lessee's Improvements.

10.2 Acknowledgement

The Lessee acknowledges that, at the Commencement Date and the date of first occupation of the Premises by the Lessee (if applicable), the Premises and the Lessor's Property on it were in good repair and condition.

10.3 Lessee to repair

The Lessee must repair and maintain the Lessee's Improvements to the satisfaction of the Lessor and any relevant authorities.

10.4 Make Good

The Lessee must, at the time of, or immediately before, the expiration of the Lessee's occupancy (and in this regard time is of the essence);

- (1) remove all the Lessee's Improvements and make good any damage associated with that removal;
- (2) remove all signs, notices, advertisements, ornaments or other things placed by the Lessee on the Premises; and
- (3) leave the Premises in a clean and tidy condition, free from all rubbish.

10.5 Notices to repair

The Lessor may, at any time, serve on the Lessee a notice in writing of any defect which the Lessee is required to repair. The Lessee will repair the defect within 21 days of the date of service of the notice (or such other period as agreed). The Lessor may specify a period of less than 21 days within which to repair if the defect is likely to cause damage to the Premises or Land or may cause injury to any person.

10.6 Leaving Lessee's Improvements and goods behind

To the extent permitted by law, if the Lessee leaves any Lessee's Improvements or goods on the Premises for more than 21 days after the expiry of this Sublease, the Lessor may dispose of them in any way the Lessor sees fit. In addition, any such Lessee's Improvements or goods will, at the Lessor's election, become the Lessor's property absolutely and the Lessor may deal with them without accounting to the Lessee.

10.7 Lessor's right to enter

The Lessor and persons authorised by the Lessor have the right to enter the Premises at reasonable times, and on reasonable notice (but without any notice in any case which the Lessor considers an emergency):

- (1) to view the state of repair and condition of the Premises and conduct investigations;
- (2) where the Lessee has failed to repair any defect in accordance with any notice served by the Lessor; or
- (3) to comply with the terms of any present or future law affecting the Premises or any notice served on the Lessor or the Lessee by the Territory or any competent authority.

11 Insurance

11.1 Insurance Determination

11.1.1 The Lessee warrants that it has complied, and covenants that it will continue to comply during the Term, with the provisions of the Insurance Determination.

11.1.2 The Lessee has provided an activity schedule in compliance with its obligations under subclause 11.1.1, attached as Schedule 3.

11.1.3 The Lessee warrants that if it varies its activities from those set in Schedule 3, it will provide the Lessor and the ACT Insurance Authority with an updated activity schedule and insurance policy (if required by the Insurance Determination).

11.2 Public Liability

The Lessee, during the Term and any holding over under this Sublease, must keep current a public risk liability policy for an amount for any single occurrence of not less than the amount referred to in Item 10. The policy must indemnify the Lessor against all actions and demands of any kind arising from the use and occupation by the Lessee and the Lessee's employees, agents, contractors and invitees of the Premises. The policy must note the Lessor's interest.

11.3 General obligations not to increase Lessor's insurance

The Lessee must not do, or permit to be done, anything that would result in any insurance in relation to the Premises being:

- (1) unenforceable;
- (2) voidable; or
- (3) likely to increase the rate of premium on any insurance taken out by the Lessor (except with the approval of the Lessor in writing).

11.4 Fire regulations

In relation to any Lessee's Improvements, the Lessee must comply with the terms of any insurance policy and any sprinkler and fire regulations.

11.5 Production of policy

The Lessee, in respect of any policy of insurance to be taken out by the Lessee, must, on request, produce to the Lessor either a:

- (1) policy of insurance; or
- (2) certificate of currency for the policy.

12 Indemnity and Release

12.1 Risk

The Lessee will occupy, use and keep the Premises at its own risk.

12.2 Indemnity

The Lessee indemnifies the Lessor, its employees, agents and contractors against liability in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused or contributed to by the Lessee and the Lessee's employees, agents and contractors except to the extent that the Lessor has caused the relevant loss, damage or injury.

12.3 Release

To the full extent permitted by law, the Lessee hereby releases the Lessor, its employees, agents and contractors from all claims and demands of every kind and from all liability which may arise in respect of any death or injury to any person or any accident or damage to property of any kind or nature, in or near the Premises or the Land other than as may be caused by the wilful or negligent act of the Lessor, its employees, agents or contractors.

13 Quiet Enjoyment

If the Lessee pays the Rent and other monies payable under this Sublease and observes the covenants and terms of this Sublease, the Lessee may use the Premises without interruption or disturbance from the Lessor or any person claiming under the Lessor.

14 Assignment

14.1 No assignment, subletting or mortgage

The Lessee may only assign this Sublease, underlet the Premises or grant a mortgage over this Sublease with the written consent of the Lessor and may not license or otherwise part with possession of the Premises.

14.2 Lessee to seek consent

Where the Lessee wishes to assign, underlet or grant a mortgage, the Lessee must notify the Lessor in writing of the intention and apply for consent.

14.3 Condition Precedent

The Lessor will not be required to consider an application for consent until after the Lessee has remedied all existing breaches of the conditions of this Sublease.

14.4 Grounds for consideration before consent

Subject to clause 14.5, the Lessor's consent to assign or underlet will not be unreasonably withheld provided that:

- (1) the Lessee is not in default or, having been in default, has had that default waived or excused in writing by the Lessor;
- (2) the person to whom the premises is to be assigned or underlet:
 - (a) is subject to the jurisdiction of the Supreme Court of the Australian Capital Territory;
 - (b) establishes to the satisfaction of the Lessor that they will use the Premises for the purpose permitted in this Sublease;

- (c) is, to the Lessor's satisfaction, a responsible, respectable and solvent person capable of adequately performing the obligations of the Lessee as set out in this Sublease; and
 - (d) has executed a Deed in the form required by the Lessor binding the person to perform and observe the obligations on the part of the Lessee under the Sublease;
- (3) the Lessee pays any reasonable expenses of the Lessor associated with considering the application and documenting the consent to assignment, underletting or mortgage.

14.5 Land Act Application

In addition, where any restriction on subletting under the *Land (Planning and Environment) Act 1991* applies to the Crown lease for the Land, the Lessor must obtain the consent of the ACT Planning and Land Authority to any proposed assignment or underletting of the Premises. If the ACT Planning and Land Authority does not grant consent, the Lessee may not assign or sublet its interest in the Sublease.

15 Default and Re-entry

15.1 Default by Lessee

Where the Lessee is in breach of any condition in this Sublease, the Lessor may remedy the breach at any time without notice to the Lessee and without limiting the rights of the Lessor as a consequence of that breach. Where the Lessor so acts, all reasonable costs and expenses incurred by the Lessor (including reasonable legal costs on a solicitor and client basis) in remedying any breach, must be paid by the Lessee to the Lessor immediately upon written notification of the amount and, in default, the amount may be recovered in a court of competent jurisdiction.

15.2 Termination for breach

Where:

- (1) any instalment of the Rent or other money payable by the Lessee to the Lessor is 21 days in arrears (in case of the Rent whether or not demand has been made for it);
- (2) a notice has been served on the Lessee by, or on behalf of, the Lessor specifying a breach of this Sublease and, if applicable, that breach has not been remedied or compensated for in accordance with the notice, provided the notice has allowed at least 21 days in which to remedy or compensate; or
- (3) the Lessee:
 - (a) becomes bankrupt or insolvent;

- (b) makes any assignment for the benefit of creditors, or makes any arrangement with creditors for liquidation of the debts of the Lessee by composition or otherwise; or
- (c) being a company, goes into liquidation either voluntarily or compulsorily, except for the purpose of reconstruction or amalgamation,

the Lessor may re-enter upon the Premises or any part of the Premises and terminate this Sublease (but without prejudice to any rights or claim for damages which may have accrued to either party).

16 Lessee's Improvements and goods remaining after breach

16.1 Application

This clause applies:

- (1) where this Sublease has been terminated or the Lessor has re-entered the Premises; and
- (2) in relation to any Lessee's Improvements or goods on the Premises which do not, on termination or re-entry, pass to the Lessor and which remain on the Premises for 21 days after the date of termination or re-entry.

16.2 Removal by Lessor

The Lessor may, to the extent permitted by law:

- (1) remove any goods to which this clause applies from the Premises and store them in such place and manner as the Lessor thinks fit;
- (2) sell the Lessee's Improvements and/or goods and deduct from the proceeds, the Lessor's costs in removing, storing and/or selling them, and account to the Lessee for the balance;
- (3) remove and dispose of any Lessee's Improvements from the Premises and recover the cost of removal and/or disposal from the Lessee; and/or
- (4) retain any Lessee's Improvements and/or goods for its own use.

16.3 Payment of costs

The Lessee must pay to the Lessor, on demand, all reasonable costs and expenses of the Lessor in removing or storing Lessee's Improvements or goods.

17 No compensation

At the expiration of this Sublease, the Lessee will not be entitled to receive any compensation in respect of any Lessee's Improvements or goods remaining on the Premises.

18 Essential Terms

18.1 Essential Terms

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

- (1) subclause 4.1 relating to payment of Rent and subclauses 5.1 regarding other payments to be made by the Lessee;
- (2) clauses 8.1 and 8.2 relating to use of the Premises;
- (3) clause 9.1 relating to alterations;
- (4) clauses 10.3 and 10.4 relating to repair, maintenance and make good;
- (5) clauses 11.1 and 11.2 relating to insurance;
- (6) clause 14.1 relating to assignment, underletting and mortgaging; and
- (7) clause 22.2 relating to payment of GST.

18.2 Acceptance of arrears

The acceptance by the Lessor of arrears or the late payment of Rent or other monies does not constitute a waiver of the essential and continuing obligation of the Lessee to pay Rent and other moneys during the Term on the dates specified in the Sublease.

18.3 Breach of an essential term

The Lessee must compensate the Lessor in respect of any breach of an essential term of this Sublease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement (including the right to terminate this Sublease).

18.4 Loss on repudiation or breach

Where the Lessee's conduct (whether acts or omissions) constitutes:

- (1) a repudiation of the Sublease; or
- (2) a breach of any covenant contained in the Sublease,

the Lessee will compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.

18.5 Quantum of damages recoverable

The Lessor is entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term.

18.6 Certain events of no effect

The Lessor's entitlement to recover damages is not affected or limited by any of the following:

- (1) if the Lessee abandons or vacates the Premises;
- (2) if the Lessor elects to re-enter or to terminate the Sublease;
- (3) if the Lessor accepts the Lessee's repudiation; or
- (4) if the party's conduct constitutes a surrender by operation of law.

18.7 Lessor may remedy defaults

The Lessor may remedy without notice, any default by the Lessee under this Sublease and whenever the Lessor elects to do so, all costs and expenses incurred by the Lessor (including legal costs and expenses) are to be paid by the Lessee immediately on notification.

19 Early Termination

This Sublease may be terminated, without cause, by either party giving the other party twelve months' written notice, or notice for such shorter period as agreed by the parties in writing.

20 Common Area

20.1 Common Area

Subject to subclause 20.2, the Lessee and all persons authorised by it, will, at all times, have the right to use the Common Area as ancillary to its occupation of the Premises and, in common with other persons having rights to be on the Land:

- (1) to enter and leave the Premises;
- (2) to load or unload vehicles in any area designated for the purpose by the Lessor; and

- (3) to park private motor vehicles or cycles in such a place and for such a time as the Lessor designates from time to time.

20.2 Control of Common Area

The Common Area will, at all times, be subject to the control of the Lessor who has, subject to this Sublease, the right from time to time to establish, modify and enforce reasonable rules in this regard.

21 Crown Lease

21.1.1 The Lessor covenants punctually to make all payments due and owing under the Crown lease (if any) and to observe the covenants contained in the Crown lease.

21.1.2 Subject to the terms and conditions of this Sublease, the Lessee covenants to observe the covenants contained in the Crown lease on the part of the lessee named in the Crown lease, except for the payment of money by the lessee required by the Crown lease.

22 GST

22.1 GST definitions

In this clause:

Act means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended) and any regulation made under that Act;

GST, Taxable Supply, Input Tax Credit, Supply and Tax Invoice have the same meaning as in the Act;

GST Rate means 10% or if the rate at which GST is calculated under the Act changes, the rate applicable at the relevant time.

Payment includes consideration in the form of money given or received and in a form other than money given or received.

22.2 Payment of GST

A party making Payment to another party for a Taxable Supply under this Sublease must pay to the other party at the same time, an additional amount equal to the amount of the Payment multiplied by the GST Rate.

22.3 Reimbursements

When calculating the amount of:

- (1) any reimbursement to a party under this Sublease; and

- (2) the indemnification under this Sublease of an expense, loss or liability incurred or to be incurred by that party,

the other party may include the GST paid or payable on the Supply giving rise to the amount, but if that party includes the GST that party must deduct the amount of any Input Tax Credit from the amount paid.

22.4 Tax invoice

A party receiving a Payment of GST under this clause must provide a Tax Invoice to the party making the Payment either before or at the same time as the Payment is received.

24 Leases Act

The parties agree that the Leases Act does not apply to this Sublease by virtue of section 12(6)(c) of the Leases Act as the Lessor is subletting vacant land only.

25 Variations

25.1 Variation of provisions

The parties agree that the provisions of this Sublease may be varied as set out in Item 15.

25.2 Inconsistency

Where there is any inconsistency between the terms of this Sublease and Item 15, the provision of Item 15 will prevail.

26 Miscellaneous

26.1 No waiver

Failure or omission by the Lessor at any time to enforce or require strict or timely compliance with any provision of this Sublease will not:

- (1) affect or impair that provision in any way;
- (2) affect the right or remedy that the Lessor may have in respect of that provision; or
- (3) act as a waiver of any other breach by the Lessee.

26.2 Entire Agreement

This Sublease contains the entire agreement between the parties in relation to the Premises and supersedes any prior representation, negotiations, writing, memoranda and agreements.

26.3 Variation

This Sublease may be varied only by the written agreement of the parties prior to the expiration of this Sublease.

26.4 Severability

Any provision of this Sublease that is illegal, void or unenforceable will not form part of this Sublease to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Sublease will not be invalidated by an illegal, void or unenforceable provision.

26.5 Governing law

This Sublease is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

26.6 Compliance with laws

The Lessee must comply with the laws from time to time in force in the Territory.

26.7 Notices

26.7.1 Any notice, including any other communication, required to be given or sent to either party under this Sublease must be in writing. A notice will be deemed to have been given:


- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address.

26.7.2 In addition, where a notice is given by either party to repair or replace, the notice may be sent by electronic mail to an electronic mail address provided to the transmitting party and is deemed to be served at the time the email was sent.

26.8 Authority to complete

The Lessee authorises the Lessor and its solicitors to complete any blanks with a proper date or details and to make any formal correction necessary to this Sublease.

Schedule 1

Item 1: Lessee	WESTON VALLEY ARCHERY CLUB INCORPORATED (Association No 707) of 70 Perry Drive, Chapman, ACT 2611 ABN 30 539 131 840
Item 2: Land	Block 18 Section 45 Division of Holder
Item 3: Premises	Whole of the Land
Item 4: Term	10 years
Item 5: Commencement Date	1 March 2007
Item 6: Termination Date	28 February 2017
Item 7: Rent	\$200.00 per annum (plus GST) for the full term of the Sublease
Item 8	
(a) Rent Review Dates 1 March 2017 upon exercise of the option	(b) Method of rent review: The lower of Market Rent; or the rent charged by the Lessor for properties of a similar nature to the Premises at the time of exercise of the option.
Item 9: Use of Premises	Archery range and related activities (provided no breach of the Crown lease purpose clause)
Item 10: Public Liability Insurance	120 million 
Item 11: Option Term	10 years
Item 12: Interest Rate	Five percent per annum (5% pa)
Item 13: Address for Notices	Lessor: Recreation Services Department of Territory and Administrative Services PO Box 352 CIVIC SQUARE ACT 2608 Contact Officer: Rick Rand Lessee: 1 Bick Place BANKS ACT 2905

Item 14 Bond

Contact Officer: Anthony James
Not applicable

Item 15 Variations

The standard terms of this Sublease are varied as follows: Not applicable

Schedule 2 – Outgoings and Charges

DISTRIBUTION OF LESSOR AND LESSEE RESPONSIBILITIES IN RELATION TO STATUTORY OUTGOINGS, SERVICE CHARGES AND GENERAL CHARGES

Details of Charges	Percentage of Lessor responsibility (A)	Percentage of Lessee responsibility (B)
SECTION 1 - STATUTORY OUTGOINGS		
Land Tax		100%
General rates		100%
Water and Sewerage rates		100%
SECTION 2 - SERVICE CHARGES		
Electricity		100%
Gas		100%
Water Usage		100%
Telephone and Communications		100%
Cleaning - General		100%
Cleaning – Toilet requisites		100%
<i>Cleaning - windows Internal</i>		100%
Cleaning - windows external		100%
Rubbish removal/tradewaste bins		100%
Insurance - Plate glass		100%
Insurance - Public Liability		100%
Landscaping/Gardening		100%
After hours Air-Conditioning		100% - all air-conditioning charges
Air-Conditioning Repairs		100%
Security system - Premises		100%
Pest Control		100%

SECTION 3 - GENERAL CHARGES		
Insurance - Building		100%
Fire Brigade Monitoring		100%
Fire Protection & Fire Extinguishers		100%
Security System - Building		100%
Signage - Internal		100%
Painting		100%
Lifts		100%
Locks and Keys		100%
Floor coverings		100%

Schedule 3 – Activity Schedule

Schedule 4 – Rent Review

1. The Rent will be reviewed effective from each Rent Review Date in accordance with the method of rent review noted next to the relevant Rent Review Date in Item 8.
1. Each method of rent review will have the meaning and procedure set out in this Schedule.
- A. (1) **“CPI Rent”** means a Rent adjustment in accordance with the following Consumer Price Index formula:

$$\text{NYR} = \text{OYR} \times \frac{\text{NCPI}}{\text{OCPI}}$$

Where:

- “NYR” is the new Rent payable by the Lessee to the Lessor commencing from the Rent Review Date;
- “OYR” is the Rent payable by the Lessee to the Lessor immediately preceding the Rent Review Date;
- “NCPI” is the last published Consumer Price Index prior to the Rent Review Date;
- “OCPI” is the Consumer Price Index as published prior to the date upon which the Rent was most recently reviewed, varied or set pursuant to the terms of the Sublease or any previous sublease (or previous subleases) which contained an option to renew (or a chain of options to renew) which gave rise to this Sublease.

- (2) **“Consumer Price Index”** means the Consumer Price Index for Canberra (All Groups) as published by the Australian Statistician (or such person or office which fulfils the relevant function fulfilled by the Australian Statistician at the commencement of the Sublease). In the event that the Consumer Price Index is adjusted (for example by changing the base index number or changing the year of the base index number), or there is any suspension or discontinuance of the Consumer Price Index by the Australian Statistician, then the Consumer Price Index will mean such index figure or statistic published at the relevant dates in the Australian Statistician’s summary of Australian statistics which reflects fluctuations in the cost of living in Canberra and which the parties may mutually agree upon, and if they are unable to agree, then such index figure or statistic as may be determined by the President for the time being of the Australian Property Institute or some person nominated by the President whose decision will be conclusive and binding. This definition will apply notwithstanding that there may be significant changes over time in the composition and weighting of the items by reference to which the Consumer Price Index is calculated.
- (3) The Lessee must continue to pay the current instalments of the Rent due until the new Rent is determined. Within 21 days after the Lessor has

notified the Lessee the new Rent, the Lessee must adjust and pay the amount due to the Lessor as Rent from the Rent Review Date.

- B. (1) **"Rent Increase by X%"** (where X% is a specified percentage figure) means a Rent adjustment in accordance with the following formula:

$$\text{NYR} = \text{OYR} \times \frac{100 + X}{100}$$

Where:

- "NYR" is the new Rent payable by the Lessee to the Lessor commencing from the Rent Review Date;
"OYR" is the Rent payable by the Lessee to the Lessor immediately preceding the Rent Review Date;
"X" is the specified percentage in Item 8.

- (2) The Lessee must continue to pay the current instalments of the Rent due until the new Rent is determined. Within 21 days after the Lessor has notified the Lessee of the new Rent, the Lessee will adjust and pay the amount due to the Lessor as Rent from the Rent Review Date.

- C. (1) **"Market Rent"** means an adjustment to the Rent that could reasonably be expected to be paid for the Premises if unoccupied and offered for rent for the use set out in Item 9.

- (2) The Lessor will, not earlier than 4 months prior to the Rent Review Date to which Market Rent applies, give the Lessee a notice in writing stating the amount which, in the Lessor's opinion, is the Market Rent for the Premises as at that Rent Review Date.

- (3) The Lessee is taken to have agreed to the Market Rent stated in that notice unless within 28 days of receiving the notice, the Lessee gives the Lessor a notice disputing the Market Rent.

- (4) If the Lessee gives the Lessor a notice under clause (3) disputing the Market Rent, the parties must negotiate in good faith to agree the Market Rent.

- (5) If, 14 days after the Lessee tells the Lessor that the Lessee disputes the proposed Rent applicable from the Rent Review Date either party may ask the President of the Australian Property Institute (Canberra Chapter) to appoint a valuer with at least 5 years' experience to determine the Market Rent having regard to the current market rental.

- (6) The valuer must act as an independent expert and not as an arbitrator, and give written reasons for the decision. The parties must share the valuer's costs equally.

- (7) The valuation of the Market Rent must take into account:

- (e) the terms of the Sublease;
- (f) other matters relevant to the assessment of current market rental;
- (g) the use of the Premises under the Sublease; and
- (h) rent concessions or other benefits frequently or generally offered to prospective lessees of similar Premises,

and must assume that the Premises are unoccupied, but it must not take into account the value of any goodwill or the Lessee's Improvements.

- (8) Until the dispute is resolved, or a right is lost, the Lessee must pay the old Rent. Any adjustment is calculated from the Market Review Date. The Lessee must pay any adjustment, or the Lessor must credit the Lessee with it, when the next monthly payment is due.

SIGNING PAGE

DATED: 21 November 2007

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY by:

in the presence of:

[Signature of Witness]

Signature of Witness

BRIAN STEWART ASHCROFT

Full name of Witness

The COMMON SEAL of

WESTON VALLEY ARCHERY CLUB INCORPORATED

ABN 30 539 131 840 was hereto affixed by authority of the board in the presence of:

[Signature]

Signature

MARK ANDREW DAVIS

Print Full Name

President

Position held

[Signature of Authorised Officer]

Signature of Authorised Officer

Richard Martin Rand

Print full name

Manager Sport & Recreation Facilities

Position Name and Position Number P00494



[Signature]

Signature

CHRISTOPHER DOUGLAS MULCONRAY

Print Full Name

SECRETARY

Position held

ACT GOVERNMENT
Land Titles Act 1925
Duties Act 1999
Registrar-General's Office



SL\$1520479

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1520479

Duty Only



SL

Form 072

Lodging Party ACTGSO

Box Number A65

SUBLEASE

PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF

The Lessor as set out in Item 2 as registered proprietor of the land set out in item 1 leases to the Lessee/tenant as set out in Item 3 the area as set out in Item 5, on the terms set out herein. The lease is subject to the mortgages, encumbrances and other instruments affecting the land, including any created by dealings lodged prior to this lease.

1. LAND

Vol:Fol	District/Division	Section	Block	Unit	Instrument No/ Associated Dealing No
1700:43	MAWSON	47	24		

2. LESSOR

Full Name (Surname Last) THE AUSTRALIAN CAPITAL TERRITORY , a body politic established under section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> , represented for the purposes of this Sublease by the Department of Urban Services.	Full Postal Address Parks and Places Department of Urban Services PO Box 352 CIVIC SQUARE ACT 2608
---	--

3. LESSEE / TENANT

Full Name (Surname Last) WODEN VALLEY SOCCER CLUB INCORPORATED , an association incorporated under the <i>Associations Incorporation Act 1991</i> (Registration Number A01569).	Full Postal Address PO Box 522 MAWSON ACT 2607
---	--

4. FORM OF TENANCY (delete whichever is not applicable)

Joint Tenants / Tenants in Common in the following shares:

Consent granted under Section 167(5)
Land (Planning and Environment) Act 1991

5. AREA BEING LEASED (eg. Whole or description of sublet area)

WHOLE LAND

DeBarnes
Delegate of the Authority

6. COMMENCEMENT DATE

This lease commences on 1 January 2006

Use actual date

7. TERMINATION DATE

This lease terminates on 31 December 2026 2025

Use actual date

8. TERM IN YEARS

20 Years

9. YEARLY RENT

\$200.00

- ~~The covenants implied at Section 119 and 120 of the Land Titles Act 1925 are hereby negated (delete if not applicable).~~
- ~~The provisions set forth in the MOP No _____ filed at the Office of the Registrar-general are deemed to be incorporated herein / as modified by attached annexure (delete if not applicable).~~
- The covenants and conditions set out in the annexure hereto are incorporated herein (delete if not applicable).

10. CONSENTING PARTIES

Signed by the consenting party/s	ACT REVENUE OFFICE ORIGINAL DULY STAMPED Client A/C No 106842 Assess Basis Not Liable Assessment ID 138389 Assessed Value \$1.00 Duty Paid \$0.00
Signature of consenting party/s	

Approved form AF 2004 - 134 approved by Michael Ockwell, Registrar-General on 17 November 2004 under s140 Land Titles Act 1925 (as amended). This form revokes Approved Form AF 2004 - 110.

Date 21/03/2007 Time 16:28:12

11. EXECUTION

Signed by the lessor

See Annexure page 24

Signature of lessor

Name in full of the lessor

Full name of witness

Signed in my presence

Signature of witness

Signed by the lessee(s)

See Annexure page 24

Signature of lessee(s)

Name in full of the lessee(s)

Full name of witness

Signed in my presence

Signature of witness

12. DATE

x 12 February 2007

13. OFFICE USE ONLY

Lodged by	SW	Certificates Lodged	.
Data Entered by	SW	Attachments Lodged	ANNEXURE
Examined by		Certificate of Title Lodged	1700.43.1
Registered by	SW	Registration Date	16 MAY 2007

PRIVACY STATEMENT

S.43 of the *Land Titles Act 1925 (LTA)* authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Land Titles Register. S.65-67 LTA requires that the Register be made available to any person for search, upon payment of a fee. The information is regularly provided to various ACT Government agencies, including the ACT Department of Urban Services, ACT Planning and Land Authority (ACTPLA), ACT Treasury, Canberra Connect and ActewAGL for conveyancing, municipal account, administrative, statistical and valuation purposes. ACTPLA and agencies within the ACT Department of Urban Services may also use the information supplied to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

SCHEDULE OF NOTES

1. This form is to be used only for the registration of a sublease/headlease.
2. A sublease/headlease is required to be marked by ACT Revenue.
3. Documents must be typed or completed in black ink or biro.
4. Alterations to information entered on the form should be made by crossing out (not erasing or obliterating by painting over) and should be initialed by the parties.
5. If there is insufficient space in any panel use an annexure sheet.
6. Provide full names of the lessor/s including the postal address.
7. Provide full names of the lessee/s including the postal address.
8. Provide details of the sublet area.
9. Provide details of the tenancy.
10. Provide details of the commencement date.
11. Provide details of the termination date.
12. Provide details of the term in years.
13. Provide details of the yearly rent.
14. Execution should be in accordance with the *Land Titles Act 1925*.

This is the Annexure to the Memorandum of Sublease over Block 24 Section 47 Mawson between the Australian Capital Territory and Woden Valley Soccer Club Incorporated comprising 24 pages.

Date * 12 February NOT DATE 2005.2007 LK Z

Sublease

Lessor

AUSTRALIAN CAPITAL TERRITORY

Lessee

**WODEN VALLEY SOCCER CLUB
INCORPORATED**

BLOCK 24 SECTION 47 MAWSON

**ACT Government Solicitor
Level 5, 12 Moore Street
CANBERRA CITY ACT 2601
PO Box 260 Civic Square ACT 2608
Ph: 6207 0666
Fax: 6207 0650
Ref: 602333**

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THIS LEASE is made on the

day of

12 February 2007
~~D. NOT DATE~~ 2005 Ch Z.

BETWEEN:

AUSTRALIAN CAPITAL TERRITORY a body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) represented for the purposes of this Lease by Canberra Urban Parks and Places, an administrative unit of the Department of Urban Services

AND:

WODEN VALLEY SOCCER CLUB INCORPORATED as association incorporated under the *Associations Incorporation Act 1991* registration number A01569 care of PO Box 522, Mawson, ACT, 2607.

1. Definitions and Interpretation

1.1 The following definitions apply in this Lease unless the context otherwise requires:

Acts	means all present and future legislation and all amendments, re-enactments, regulations, by-laws and orders made in relation to such legislation.
Authority	includes any government, local government or statutory body.
Building	means any building constructed on the Land by the Lessor after the commencement date in Item 3(b).
Force Majeure	Means fire, storm, tempest, lightning, flood or earthquake, explosion, act or war, terrorism, civil commotion or other extraneous event beyond the Lessee's control.
GST	has the same meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cwlth) as amended from time to time.
Improvements	Means any building erected by the Lessee on the Land or any other structure excluding a Building
Land	means the land specified at Item 1 of Schedule 1.
Laws and Requirements	means all applicable legislation and any requirements, notices, orders or directions received from or given by any Authority.
Lease	means this sublease.

Leases Act	means the <i>Leases (Commercial and Retail) Act 2001</i> (ACT).
Lessee's Fixtures and Fittings	means all fixtures, fittings and furnishings that the Lessee has affixed to or installed on, or proposes to affix or install on the Building or Improvements in respect of which no approval is required under the Laws and Requirements, but does not include any Improvements.
Lessor's Fixtures and Fittings	includes (but will not be limited to) all the Lessor's plant and equipment mechanical or otherwise, fixtures, furniture, furnishings of whatsoever nature including curtains, blinds and light fittings in or upon the Premises or any part of the Premises from time to time.
Minimum Building Standards	means health and safety standards in all legislation, regulations and by-law including orders, notices and directions issued by the relevant Authorities in relation to the Building.
month	means calendar month.
Outgoings	means any levy, rate, tax or other charge imposed on or in respect of the Land, the Building or any Improvements, including but not limited to security, waste disposal, cleaning and grounds maintenance as detailed in Attachment A.
person	includes a body corporate as well as an individual.
Purpose	means the purpose for which the Land may be used as specified in Item 5 of Schedule 1.
Service Charges Year	means each period of 12 consecutive calendar months commencing on 1 July and ending on the following 30 June.
Rent	means the rent specified at Item 4(a) of Schedule 1.
Service Charges	means all charges for services provided for in respect of the Land or Building or Improvements and includes but is not limited to charges for electricity and water as detailed in Attachment A..
Term	means the period specified at Item 3(a) of Schedule 1.
Territory	means: <ul style="list-style-type: none"> (a) the body politic established under section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i>; or

- (b) when used in a geographical sense the area of land known as the Australian Capital Territory.

1.2 In the Lease, unless the context otherwise requires:

- (1) references to "Lessee" include any employees, agents or subcontractors of the Lessee;
- (2) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (3) "include" is not to be construed as a word of limitation;
- (4) headings have no effect on the interpretation of the provisions;
- (5) all Schedules and Attachments annexed to the Lease form part of the Lease;
- (6) marginal notes and headings do not form part of the Lease; and
- (7) where a reference is made to any body or authority such reference will, if the body or authority has ceased to exist, be deemed a reference to the body or authority as then serves substantially the same objects as the body or authority and any reference to the President of such body or authority will, in the absence of a President, be read as a reference to the Chief Executive Officer for the time being of the body or authority.

2. Grant of Sublease

The Lessor grants the Lessee a sublease to occupy the Premises on the terms and conditions of this Lease.

3. Term of Lease

- 3.1 This Lease will commence and expire on the dates specified at Items 3(b) and (c) of Schedule 1 respectively.

Option Period

- 3.2
- (1) If the Lessee wishes to extend this Lease for the period specified at Item 3(d) of Schedule 1, it must provide written notification of such intention to the Lessor no earlier than 6 months and no later than 3 months before the expiration of the Term.
 - (2) Upon receipt of notification under clause 3.2(1) above, and in the absence of any breach of the Lessee's obligations under this Lease which has not been rectified, the parties will enter into a new lease for the option period on the same terms and conditions (except this clause

3.2) as this Lease with the exception that the rent to be charged by the Lessor will be the current rent charged by the Lessor for similar properties to the Premises as at the expiration date of this Lease.

3.3 If the Lessee continues to occupy the Premises beyond the expiration of the Term or any extension or renewal of it with the consent of the Lessor, it will do so on and subject to the covenants, conditions and terms of the Lease inclusive of all payments due by the Lessee to the Lessor under the Lease as a monthly tenant only at a monthly rental equal to one-twelfth of the annual rental plus Outgoings and Service Charges payable by the Lessee as provided under the Lease. Such tenancy may be determinable at the will of either the Lessor or Lessee by 1 month's notice in writing expiring on any day of the month.

4. Lessee Acknowledgement

4.1 The Lessee acknowledges that:

- (1) the provisions of the Leases Act do not apply to this Lease;
- (2) except as set out in the Lease, no promise, representation, warranty, undertaking, arrangement or statement, whether express or implied, has been made by or behalf of the Lessor in the negotiations leading up to the execution of this Lease which:
 - (a) has induced the Lessee to enter into this Lease;
 - (b) relates to the suitability of the Premises for any purpose; or
 - (c) relates to the fittings, finish, facilities and amenities of the Premises.

5. Rent

From the Commencement Date, the Lessee must pay Rent to the Lessor in the manner specified at Item 4(b) of Schedule 1.

6. Outgoings and Service Charges

- 6.1 The Lessee must pay , all Outgoings and Service Charges that are payable by or chargeable directly to the Lessee.
- 6.2 The Lessee must promptly pay to the relevant Authority or provider of services, on behalf of the Lessor, all Outgoings and Service Charges payable by the Lessor which are separately provided or metered or relate solely to the Premises.
- 6.3 The Lessor must promptly provide to the Lessee a copy of any notice in respect of the Outgoings and Service Charges received from any Authority or other service provider where the said Outgoings or Service Charge is payable

by the Lessee.

- 6.4 If the Lessee defaults in payment of any Outgoings or Service Charges the Lessor may pay the same and, in addition to the Lessor's remedies in this Lease, may recover the amount so paid as if the same was rental in arrears.
- 6.5 For ease of reference, the Lessor's and Lessee's respective responsibilities in relation to Outgoings and Service Charges are specified at Attachment A.
- 6.6 The Lessor and the Lessee will each bear their own costs (including legal costs and disbursements) in relation to the negotiation, preparation and execution of the Lease. The Lessor will pay all stamp duty assessed on the Lease. The Lessee will pay the fees for registration of the Lease at the Australian Capital Territory Registrar-General's Office.

7. Payment Requirements

- 7.1 The Lessee must make payments under this Lease to the Lessor (or to a person nominated by the Lessor in a notice to the Lessee) by the method the Lessor reasonably requires without set-off, counterclaim, withholding or deduction.
- 7.2 If the Lessee pays an amount and it is found later that the amount was not correct, then even if the Lessor has given the Lessee a receipt, the Lessee must pay the Lessor (or the Lessor must credit the Lessee with) the difference between what the Lessee has paid and what the Lessee should have paid within 7 days after either party gives the other a notice about the mistake.
- 7.3 The Lessor need not make demand for any amount payable by the Lessee unless this Lease says that demand must be made.
- 7.4 If the Lessee must pay an amount on the next rent day and there is no next rent day, then the Lessee must pay that amount within seven days after the Lessor demands it.
- 7.5 Expiry or termination of this Lease does not affect the Lessee's obligations:
- (1) to make payments under this Lease for periods before or after then; or
 - (2) to give information to the Lessor to enable it to calculate those payments.

Interest on overdue money

- 7.6 If the Lessee does not pay any amount payable by it under this Lease on time, it must pay:
- (1) interest on that amount on demand by the Lessor from when it becomes due for payment until it is paid. Interest is calculated on daily balances at a rate 2% per annum above the rate quoted on the day of demand by the Lessor's bankers (as nominated by the Lessor) on unsecured overdraft accommodation over \$100,000; and

- (2) an administration fee to the Lessor of an amount of \$100 plus GST per hour in respect to the recovery of interest payable under this clause.

8. Costs, Charges and Expenses

In connection with this Lease and any document or matter in connection with it, the Lessee must, pay promptly:

- (1) for everything it must do; and
- (2) all stamp duty and registration fees (other than stamp duty in relation to or associated with the preparation of this Lease); and
- (3) on demand, the Lessor's reasonable costs, charges and expenses (excluding in relation to the preparation of this Lease) including those for obtaining any consents the Lessor must obtain before giving approvals, considering requests for approvals and exercising rights and enforcing this Lease; and
- (4) all costs, charges and expenses in connection with works the Lessee carries out, including those incurred by the Lessor in considering, approving and supervising the works and those of modifying or varying the Building because of the works.

9. Compensation

At the expiration or termination of this Lease, the Lessee will not be entitled to receive any compensation from the Lessor in respect of the Lessee's fixtures and Fittings or Improvements.

10. Purpose

The Lessee must use the Premises only for the Purpose.

11. Condition Audit

As soon as practicable after the Commencement Date, the Lessor and the Lessee must:

- (1) inspect the Premises to determine their condition (including any contamination) as at the Commencement Date;
- (2) prepare a report in duplicate on the condition of the Premises as at the Commencement Date, including any defects in the materials or workmanship in respect of the Premises;
- (3) sign and date each counterpart of the report; and
- (4) each retain one copy of this report.

12. Maintenance and Repairs

- 12.1 Subject to subclause 8, the Lessor will maintain the Building (but not the Improvements) in good structural repair to ensure compliance with the Minimum Building Standards and will attend to maintenance of a structural nature in respect of the Building only.
- 12.2 The Lessee, at its own expense, will keep the Premises and the Lessor's Fixtures and Fittings in good working order and repair to the reasonable satisfaction of the Lessor, fair wear and tear and damage by fire, storm, tempest, lightning, flood or earthquake excepted.
- 12.3 The Lessee will permit any responsible officer or representative of the Lessor to enter the Premises at all reasonable times for the purpose of inspecting the condition of the Premises upon reasonable prior written notice by the Lessor to the Lessee.
- 12.4 The Lessee will comply with any notice in writing by the Lessor requiring the Lessee to repair or clean in accordance with the provisions of this Lease.
- 12.5 The Lessee will repair and/or clean the Premises according to the notice referred to in clause 12.4. If the repairs are not carried out in accordance with the terms of such notice, the repairs and cleaning may be carried out by the Lessor and recoverable from the Lessee as if such repairs were arrears in rent.
- 12.6 The Lessee will permit the Lessor or any persons duly authorised by the Lessor to enter the Premises at any reasonable time and on reasonable notice for the purpose of effecting any repairs to the Premises that are not required to be effected by the Lessee. The Lessor will use its best endeavours to avoid interference and/or disruption to the Lessee when effecting such repairs.
- 12.7 The Lessee will maintain, repair and replace any Improvements including all work of a structural nature.
- 12.8 Nothing in this clause imposes an obligation on the Lessee to do any work of a structural nature in respect of the Building unless it is caused or substantially contributed to by an act or omission of the Lessee or its employees, agents or invitees.

13. Assignment

- 13.1 The Lessee will not sublet, licence, assign, transfer or mortgage its interest in the Premises.

Consent Conditions

- 13.2 The Lessee may only transfer, sublet or licences this Lease if, before it transfers, sublets or licences:

- (1) it satisfies the Lessor that the proposed new lessee, sublessee or licensee is respectable and financially sound with experience in and a good reputation for conducting a business;
- (2) it satisfies the Lessor that the business to be carried on is a business type compatible with the existing tenancy mix in the Building and is permitted under the Lease;
- (3) the proposed new lessee, sublessee or licensee signs a contract relating to the transfer, sublease or licence in a form reasonably required by the Lessor; and
- (4) any guarantee or guarantee and indemnity reasonably required by the Lessor is provided; and
- (5) any default by the Lessee has been remedied by the Lessee or waived by the Lessor; and
- (6) the Lessee and the proposed new lessee, sublessee or licensee comply with all the Lessor's reasonable requirements; and
- (7) the Lessor has obtained any consents it has agreed to obtain.

Change in control of Lessee

13.3 If:

- (1) the Lessee is a company which is neither listed nor wholly owned by a company which is listed on the Australian Stock Exchange; and
- (2) there is a proposed change in the shareholding of the Lessee or its holding company so that a different person or group of persons will control the composition of the board of directors or more than 50% of the shares giving a right to vote at general meetings,

then that proposed change in control is treated as a proposed transfer of this Lease, the person or group of persons acquiring control is treated as the proposed new lessee and clause 13.2 (except for clause 13.2(2)) applies.

14. Indemnity and Insurance

14.1 The Lessee will indemnify and keep indemnified the Lessor, its employees, subcontractors, agents, invitees or licensees ("those indemnified") against liability in respect of all claims, demands, actions, suits and proceeding brought or made against those indemnified from any act or omissions of the Lessee.

14.2 The Lessee must effect and maintain during the term of this Lease, and any extended term:

- (1) all insurances required to be effected by law;

inter
piece
X JK
X JW

- (2) public liability insurance in respect of the Land with coverage in the amount of not less than \$10million in respect of each claim; and
- (3) any insurance required by the Lessor and specified at Item 7 of Schedule 1,

with an insurer having a Standard & Poor's or Best's Rating A- or better and must produce evidence of that insurance as required by the Lessor.

- 14.3 The Lessee must notify the Lessor immediately if any policy of insurance required under this clause is not renewed, is cancelled or lapses.
- 14.4 The Lessee warrants that it has complied with provisions of the *Financial Management (Public Liability Insurance – Non Profit Entities) Determination 2005* including the provision of an Activity Schedule, which is annexed as Schedule 3 to this Lease.

15. Rules and Regulations

The Lessee must at all times comply with and will cause its servants, agents contractors, invitees and licensees to comply with all or any such rules and regulations specified at Schedule 2 or as may be notified to the Lessee by the Lessor from time to time.

16. Yield Up and Make Good

- 16.1 At the expiry or earlier termination of this Lease, the Lessee must:
 - (1) yield up the Premises in good repair having regard to the standard at the Commencement Date subject to fair wear and tear and damage caused by a Force Majeure;
 - (2) subject to subclause 5, remove all the Lessee's Fixtures and Fittings and Improvements from the Premises;
 - (3) remove all advertisements, signs or notices; and
 - (4) make good and repair in a proper and workmanlike manner any damage caused by that removal or pay the Lessor on demand the amount of the Lessor's costs and expenses resulting from making good the damage on the Lessee's behalf.
- 16.2 If the parties agree in writing upon the amount, the Lessee may pay to the Lessor that agreed financial contribution in lieu of compliance with and in full satisfaction of its obligations under clause 16.1 above.
- 16.3 The Lessee will be responsible for the payment of Rent and all other charges properly payable under this Lease until such time as any work required pursuant to this clause 16 has been completed in a proper and workmanlike manner to the reasonable satisfaction of the Lessor.

16.4 If the Lessee does not comply with its obligations pursuant to this clause 16 then:

- (1) the Lessor may by notice in writing to the Lessee elect to assume that property in the Lessee's Fixtures and Fittings will pass to the Lessor; or
- (2) the Lessor at the expense of the Lessee may remove and dispose of the Lessee's Fixtures and Fittings in such manner as the Lessor thinks fit.

16.5 Notwithstanding any other provision of this Lease, the Lessor may, before the last month of the term of this Lease, serve on the Lessee a notice specifying that all or any Improvements or Lessee's Fixtures and Fitting should remain on the Premises. At the expiry of this Lease the Lessee shall leave all Improvements and/ or Lessee's Fixtures and Fittings specified in the said notice on the Premises and in a good state of repair. The provisions of clause 9 apply to such Improvements.

17. Other Lessee Covenants

17.1 The Lessee must observe the covenants and conditions of the Crown Lease of the Land.

17.2 The Lessee must immediately notify the Lessor of any damage or defect which occurs to the Premises, or any notice received by the Lessee from any Authority with respect to the Premises, excluding invoices for Outgoings or Service Charges payable by the Lessee.

17.3 The Lessee must conduct the Lessee's business on the Premises in good faith and in accordance with the best methods and in a reputable manner.

18. Quiet Enjoyment

18.1 Subject to the Lessee paying the Rent and performing and observing the covenants and conditions of the Lease, the Lessee may peaceably and quietly enjoy the Premises during the Term, and any extension or renewal of it, without any interruption or disturbance from or by the Lessor or any person claiming under or in trust for the Lessor.

18.2 The Lessee does not have any right of action for compensation or damages or other remedy against the Lessor because of an interruption or failure in the supply of a service or a malfunction or breakdown of plant, machinery or equipment on the Land unless such interruption or breakdown, malfunction or failure is caused by the wrongful or negligent act or omission of the Lessor, its agents, employees or contractors.

19. Damage or Destruction of Premises

19.1 If, during the Term, the whole or any substantial part of the Premises is unfit for the Lessee's use and occupation due to damage or destruction then:

- (1) the Rent and other charges payable under this Lease will abate according to the nature and extent of the Lessee's loss of use and occupation until the Premises are repaired or this Lease terminated except to the extent that such damage or destruction was caused by the Lessee, its employees, subcontractors or agents;
- (2) the Lessor must give the Lessee notice within 30 days after that damage or destruction occurs, notifying the Lessee of whether or not the Premises are to be repaired or reinstated;
- (3) if the Lessor elects that the Premises not be repaired or reinstated, the Lessor may give a notice to the Lessee terminating this Lease;
- (4) if the Lessor elects that the Premises be repaired and reinstated, clauses 19.2 and 19.3 apply; and
- (5) all notices given under this clause 19.1 must be given according to clause 23.5.

19.2 If the Lessor has elected that the Premises be repaired and reinstated:

- (1) it must expeditiously repair and reinstate, as nearly as practicable to the original design, so much of the Premises as has been damaged or destroyed and are not Lessee's Fixtures and Fittings. That repair and reinstatement must be commenced within 1 month and completed within 6 months after the relevant damage or destruction occurred;
- (2) subject to clause 19.2(3), the Lessee must be permitted access to the Premises to carry out such works as it reasonably considers necessary; and
- (3) the Lessee must consult and cooperate with the Lessor so that their respective repair and reinstatement and other work programs may be properly sequenced and co-ordinated.

19.3 If the Lessor has elected that the Premises be repaired or reinstated and that repair and reinstatement is not carried out in accordance with clause 19.2 above, the Lessee may terminate this Lease by notice in writing to the Lessor.

19.4 Notwithstanding any election made by the Lessor under this clause 19, to the extent that the damage or destruction arises from a wrongful or negligent act or omission of the Lessee or the Lessee's employee's agents, contractors, invitees or licensees, and:

- (1) any policy or insurance in connection with the Premises has been prejudiced or made void or avoided by the insurer in consequence of some wrongful or negligent act omission or default of the Lessee or the Lessee's employees, agents, contractors, invitees or licensees; or
- (2) payment of any insurance money is refused in consequence of some wrongful or negligent act, omission or default of the Lessee or the Lessee's employees, agents, contractors, invitees or licensees,

the Lessee must indemnify the Lessor against all liability and loss arising as a result, including the Lessor's reasonable repair and reinstatement costs.

- 19.5 This clause 19 does not oblige the Lessor to repair or reinstate the Premises unless it has elected to do so.

20. Resolution of Disputes

- 20.1 If a difference or dispute ("Dispute") arises in relation to this Lease then either party may give written notice to the other that a Dispute exists and giving details of the Dispute. The parties agree that, following the issue of such a notice, they will endeavour to resolve the Dispute by negotiations, including by referring the Dispute to persons who have authority to intervene and direct some form of resolution.
- 20.2 If the Dispute has not been resolved under clause 20.1 within 28 days of the notice of the Dispute, then the parties agree that they will undertake a mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, will be the President of the ACT Law Society. Unless otherwise agreed, the parties will share the costs of the engagement of the mediator.
- 20.3 Nothing in this clause will prejudice the rights of either party to make an application to the Australian Capital Territory Magistrates Court or any other rights to institute proceedings in relation to this Lease or to seek injunctive or urgent declaratory relief in respect of any Dispute.

21. Goods and Services Tax

- 21.1 In this Lease:
- (1) unless otherwise stated all amounts payable by one party to the other party under this Lease are exclusive of GST;
 - (2) a recipient of a taxable supply made under this Lease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply subject to the supplier issuing a valid tax invoice in accordance with the GST law to the recipient;
 - (3) a party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST; and
 - (4) each party must issue an adjustment note to the other Party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this Lease.

22. Termination of Lease

22.1 Without prejudice to any other right or remedy which has accrued or which may accrue in favour of either party, the Lessor may terminate this Lease immediately, in whole or in part, by notice in writing to the Lessee if the Lessee:

- (1) is in breach of its obligations under this Lease and that breach is not capable of being remedied;
- (2) is in breach of its obligations under this Lease and where the breach is capable of being remedied, the breach has not been remedied within 30 days of receipt of notice requiring the Lessee to remedy the breach;
- (3) becomes subject to any form of insolvency administration;
- (4) assigns or otherwise deals with its rights and obligations without the prior written consent of the Lessor, including in the case of a company, where there is a material change in the ownership of the company;
- (5) breaches any legislation applicable to it, is guilty of any serious misconduct or neglect of duty in performing its obligations under this Lease, or refuses to comply with any reasonable instructions or directions by the Lessor; or
- (6) abandons the Premises.

22.2. This Lease may be terminated by either party giving the other party 3 months notice in writing, or such earlier termination as agreed by the parties in writing.

23. General Provisions

23.1 The Lease will be governed by and construed in accordance with the laws for the time being in force in the Australian Capital Territory and the parties submit to the jurisdiction of the courts of the Australian Capital Territory.

23.2 Any covenant or provision in the Lease which is not applicable to the Premises or which is repugnant to the general interpretation of the Lease or which is invalid, unlawful, void or unenforceable will be capable of severance without affecting any other of the obligations of the parties pursuant to the Lease.

23.3 A provision of or a right created under this lease may not be waived or varied except in writing signed by the parties.

23.4 The Lessor may exercise a right, power or remedy separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Lessor does not prevent a further exercise of that or of any other right, power or remedy. Except as otherwise provided in this Lease, failure by the Lessor to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

23.5 Any notice, or other communication required or otherwise to be given or sent to the Lessor or the Lessee under this Lease will be in writing and forwarded to the addresses or facsimile numbers specified at Item 8 of Schedule 1 or such other address or facsimile number as may be notified by a party to the other from time to time, and will be deemed to be duly given or sent if:

- (1) sent by prepaid mail to the address of the recipient; or
- (2) sent by facsimile to the recipient

23.6 A notice or other communication will be deemed to have been given or received if:

- (1) sent by prepaid mail upon the expiration of 3 days after the date on which it was so sent;
- (2) sent by facsimile, upon the sender's facsimile machine recording that facsimile has been properly transmitted to the recipient's address; and
- (3) delivered personally, upon the day of delivery.

24. Alterations and Additions

- 24.1 Subject to the other provisions of this clause, the Lessor consents to the Lessee constructing a clubhouse ("Clubhouse") on the Premises, at the Lessee's expense.
- 24.2 The Lessee must ensure that construction of the Clubhouse complies with all applicable laws and any conditions imposed on the construction that are contained in the development application issued by the ACT Planning and Land Authority.
- 24.3 The Lessee must provide the Lessor with a copy of the Certificate of Occupancy or Use issued in respect of the Clubhouse within 14 days of the Lessee's receipt of the same.
- 24.4 The Lessee must not make any other alterations or additions without the prior written consent of the Lessor.
- 24.5 The Clubhouse will be classified as Improvements for the purpose of the Lease.
- 24.6 The parties agree that notwithstanding the construction of the Clubhouse the provisions of the Leases Act will not apply to this Lease.

SCHEDULE 1

- Item 1: Land:** Block 24 Section 47 MAWSON comprised in the Crown Lease, volume 1700 folio 43.
- Item 2: Premises:** Whole of Block 24 Section 47 MAWSON including the Building and the Lessor's Fixtures and Fittings.
- Item 3:**
- (a) Term: 20 Years
 - (b) Commencement Date: 1 January 2006
 - (c) Expiration Date: 31 December ~~2026~~ 2025
 - (d) Further Term: 20 years
- Item 4:**
- (a) Rent: \$200.00 (plus GST) per annum
 - (b) Manner of Payment: Cheque payable to the ACT Government to be sent to the Manager, Facilities Operations and Maintenance, Sport and Facilities Management, Parks and Places, PO Box 352, Civic Square, ACT, 2608 (Att: Brian Ashcroft)
- Item 5: Purpose:** Activities related to the operation and administration of the Woden Valley Soccer Club
- Item 6: Outgoings and Service Charges:** See Attachment A
- Item 7: Other Insurance:** Nil
- Item 8: Address for Notices**
- Lessor:
- Canberra Urban Parks and Places
PO Box 352
Civic Square ACT 2608
- Lessee:
- Woden Valley Soccer Club
PO Box 522
Mawson ACT 2607

SCHEDULE 2

RULES AND REGULATIONS TO BE FOLLOWED BY THE LESSEE IN THE LEASE

1. Garbage

The Lessee must keep the Premises clean and tidy and procure the regular and prompt removal of all rubbish, garbage, waste and litter from the Premises in accordance with the Lessor's waste management policies.

2. Accident or Defect

The Lessee must give to the Lessor prompt notice in writing of any damage to or defect in any of the services connected to the Premises.

3. Signs

The Lessee must not paint, affix or exhibit or permit to be painted, affixed or exhibited onto or upon or in any part of the Premises any sign notice name place placard post or other advertisement except with the prior written approval of the Lessor which approval will not be unreasonably withheld.

4. Inflammable and Dangerous Materials

The Lessee must not bring onto or store in or on the Premises, any chemical, inflammable liquid, acetylene gas or alcohol, explosive chemical, oil, compound or substance except as may be reasonably necessary for customary office applications.

5. TV and Radio

No television or radio mast or antenna will be affixed to any part of the Premises other than those first approved in writing by the Lessor.

6. Animals

No animals or birds will be kept in or about the Premises.

7. Lighting

The Lessee will at its own cost arrange any necessary repair or replacement of any defective, damaged or broken lighting bulbs, tubes and globes in the Premises PROVIDED THAT if the Lessee fails to perform its obligations under this rule the Lessor may (subject to the provisions of the Lease) attend to such work at the cost of the Lessee.

SCHEDULE 2 (Continued)

8. Plate Glass

The Lessee will be responsible to the Lessor for the cost or expense of replacing any plate glass windows or doors in the Premises which are broken or damaged as a result of the negligence of the Lessee, its contractors servants or agents.

9. Food

The Lessee must not prepare nor cook food in other than any areas which may be provided and which are approved by the Lessor for this purpose.

10. Obstruction

The Lessee must not obstruct any of the entrances exits or passages of the Premises or permit them to be obstructed.

11. Cabling

The Lessee must notify the Lessor of any proposed cabling for power, telephone, communications, computers or other purposes which involves the penetration of floor slabs. The Lessee will keep penetration of the floor slabs for such cabling to a minimum and ensure that all penetrations are sealed with a suitable packing compound to maintain the fire rating of the floor slabs as required by the relevant Authority and to prevent any water leakage transferring to lower floors.

12. Use and Occupancy

The Lessee will:

- (1) not carry on or permit to be carried on in the Premises any manufacturing business nor without the prior consent in writing of the Lessor to install or permit to be installed any industrial machine.
- (2) use its best endeavours to protect and keep safe the Premises and any property contained in the Premises from theft or robbery and to keep all doors windows and other openings closed and securely fastened when the Premises are not in use and to pay the cost of any additional security measures required by the Lessee arising from the Lessee's use of the Premises.
- (3) not use or suffer the use of the Premises so as to commit or cause any breach of any Act or ordinance.

SCHEDULE 2 (Continued)

13. Use of Fire Escape and Entrance Foyers

The Lessee must not use or allow the use of any fire escape, entrance foyer or other parts of the Premises for smoking or other purposes inconsistent with their proper purposes.

14. Lessor's Insurance

The Lessee must not permit or suffer anything to be done on the Premises or bring or keep anything in the Premises which may in any way invalidate or breach the conditions of any insurance policies effected by the Lessor or cause to increase the premium payable by the Lessor and the Lessee will reimburse the Lessor for such increased premiums as may result from the Lessee's failure to comply with the provisions of this Item 19.

15. No Alterations or Additions

The Lessee must not make any alterations or additions, whether structural or otherwise, to any part of the Premises, or do any building work or redesign the interior of the Premises without the prior written consent of the Lessor.

16. Noisome or offensive activity

The Lessee must not carry on, or permit to be carried on, or done in or upon the Premises, or any part of the Premises, any noxious, noisome or offensive activity or anything which is of an illegal nature or which constitutes a nuisance, annoyance or damage to the Lessor or any other tenants within the Premises or which constitutes an infringement of any Laws and Requirements having control over or affecting the Premises or business for the time being carried on in the Premises, and the Lessee will at all times comply with the requirements of such Laws and Requirements.

SCHEDULE 3

ACTIVITY SCHEDULE

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ATTACHMENT A

DISTRIBUTION OF LESSOR AND LESSEE'S RESPONSIBILITIES IN RELATION TO OUTGOINGS AND SERVICE CHARGES

Details of Outgoings and Service Charges	Percentage of Lessor responsibility (A)	Percentage of Lessee responsibility (B)
BUILDING EMERGENCY SYSTEMS		
Fire Brigade monitoring	NIL	100%
Fire Protection - Fire extinguishers	NIL	100%
Fire Protection - Fire lines	NIL	100%
Fire Protection contract	NIL	100%
CLEANING		
Cleaning – common area	NIL	100%
Cleaning – Toilet requisites	NIL	100%
Cleaning - windows internal	NIL	100%
Cleaning - windows external	NIL	100%
Rubbish removal	NIL	100%
ENERGY (Electricity & Gas)		
Electrical & Gas to operate plant	NIL	100%
Electrical & Gas to operate plant and energy consumption after hours	NIL	100%
Electrical consumption Such as lighting, power	NIL	100%

ATTACHMENT A (Continued)

Details of Outgoings and Service Charges	Percentage of Lessor responsibility (A)	Percentage of Lessee responsibility (B)
FITOUT		
Tenancy fitout	NIL	100%
GARDENING		
Landscaping - external to the building footprint	NIL	100%
Landscaping - internal	NIL	100%
INSURANCE		
Insurance - building	NIL	100%
Insurance - Plant breakdown	NIL	100%
Insurance - Plate Glass	NIL	100%
Insurance - Public Liability	NIL	100%
RATES		
Land Tax	NIL	100%*
Water & Sewerage	NIL	100%*
REPAIRS and MAINTENANCE		
Air conditioning repairs	NIL	100%
Air conditioning Contract Fees	NIL	100%
Doors - automatic -	NIL	100%
Doors - external roller shutter	NIL	100%

ATTACHMENT A (Continued)

Details of Outgoings and Service Charges	Percentage of Lessor responsibility (A)	Percentage of Lessee responsibility (B)
Electrical – not tenant responsible	NIL	100%
Electrical – tenant responsible	NIL	100%
Floor coverings - tenant responsible	NIL	100%
Grease Traps maintenance	NIL	100%
Hydraulic Services	NIL	100%
Lift - Passenger	NIL	100%
Lifts Contract Fees	NIL	100%
Lifts telephone	NIL	100%
Locks and Keys – tenant responsible	NIL	100%
Pest Control	NIL	100%*
Toilets	NIL	100%
SECURITY		
Security systems - Internal	NIL	100%
Security systems - External	NIL	100%*
SIGNS		
Signage- common area	NIL	100%

* The Lessor will initially be responsible for the payment of any amounts in full and will then be entitled to be reimbursed by the Lessee for the stated proportion of the charge or fees. Where the Lessee undertakes its own pest control or installs its own external security it will be responsible for the full cost of the same.

ATTACHMENT B

SKETCH MAP

Not required



Save this profile



Delete this profile



Print this profile

Organisation Details

Liability Details

RISK ANALYSIS

Item	Score
Advocacy and Administration	4
Club Administration	4
Equipment Storage	4
General Meetings	4

Now that you have profiled your activities, the next step is to contact an insurance provider.

- click [here](#) to continue to the Community Care Underwriting Agency (CCUA) Insurance Scheme. You can call the CCUA on 1800 023 456.
- click [here](#) to continue to the AON Volunteers Vital Pack. You can call Christina Collins on (02) 9253 7713.
- click [here](#) to go to the GIO homepage. You can call Mark Emery on (02) 8296 6707.



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Activity schedule as detailed for the clubs risk analysis score.

Wilkin, Craig

From: Walmsley, Di
Sent: Wednesday, 16 May 2007 12:19 PM
To: Wilkin, Craig
Subject: Territory sublease to Woden Valley Soccer Club - Block 24 Section 47 Mawson

Craig

Thank you for your telephone call this morning.

The sublease is for a term of 20 years commencing on 1 January 2006.

The Termination Date should be 31 January 2025.

Regards

Di Walmsley
Solicitor
ACT Government Solicitor
Tel: (02) 6205 3494
Fax: (02) 6207 0650
email: di.walmsley@act.gov.au

Our ref: 620333

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LEGISLATIVE ASSEMBLY
FOR THE AUSTRALIAN CAPITAL TERRITORY

SELECT COMMITTEE ON ESTIMATES 2016-17

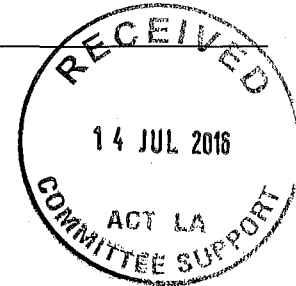
MR BRENDAN SMYTH MLA (CHAIR), MR JAYSON HINDER MLA (DEPUTY CHAIR), MS JOY BURCH MLA, MR STEVE DOSZPOT MLA

ANSWER TO QUESTION ON NOTICE

MR SMYTH: To ask the Minister for Sport and Recreation

Ref: Sport and Recreation output class 9.4

In relation to: Phillip Oval table 3.3.2 capital initiatives



1. Given that this upgrade was announced in last year's budget and is listed under the Capital Works in Progress table, please outline what works have been completed at the oval in the last 12 months?
2. The table lists \$3.86m for this financial year, what works are planned for this year and when will they commence?
3. What works will be completed next year?
4. Will a scoreboard be provided for the oval as part of the upgrade?
5. What is the planned completion date for the upgrades at the oval?


MINISTER FOR SPORT AND RECREATION: The answer to the Member's question is as follows:—

1. The Phillip Oval redevelopment project is currently in the detailed design phase. This project is being delivered in partnership with Cricket ACT and AFL NSW/ACT, with both these sports forming part of the Project Control Group.
2. The detailed design work is progressing with construction works anticipated to commence in the coming months.
3. Key components of the project, to be completed next year, include the upgrade and expansion to the existing pavilion/change rooms, provision of community facilities, provision of coaches/scorers rooms, provision of sportsground lighting, provision of offices for Cricket ACT and AFL NSW/ACT, indoor cricket training facility, outdoor cricket training facility incorporating turf cricket nets.
4. The design includes the provision for a scoreboard to be provided. The actual provision of a scoreboard will be subject to future tender processes and the availability of project funding. Cricket ACT and AFL NSW/ACT are involved in the process of determining the priority order for project expenditure.

5. A final construction program is yet to be developed. At this stage, construction works are anticipated to be completed by mid 2017.

Approved for circulation to the Select Committee on Estimates 2016-17

Signature:

A handwritten signature in black ink, consisting of several loops and a horizontal line, positioned to the right of the 'Signature:' label.

Date: 13 JULY 2016

By the Minister for Sport and Recreation, Yvette Berry MLA