

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 AS AMENDED

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (Note 1)

	EXTENT	VOLUME	FOLIO
Portion of Reserve 20403, Lot 1110 on Deposited Plan 28861 And	Portion	LR3125	757
Portion of Reserve 39066, Lot 1002 on Deposited Plan 215923	Portion	LR3147	41

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 2)

LESSOR/LESSORS (Note 3)

SHIRE OF DENMARK OF 953 SOUTH COAST HIGHWAY DENMARK

LESSEE/LESSEES (Note 4)

DENMARK RIVERSIDE CLUB INC. OF P.O. BOX 48, DENMARK, WA, 6333

TERM OF LEASE (Note 5)

Twenty One Years Zero Months Zero Days

Commencing from the 1st day of August in the year 2016.

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

For the above term for the clear yearly rental of (Note 7) \$1.00
payable (Note 8) which shall be deemed to have been paid by the Lessee to the Lessor

LEASE

SHIRE OF DENMARK

and

DENMARK RIVERSIDE CLUB INC.

**Portion of Reserve 20403 Lot 1110
and
Portion of Reserve 39066 Lot 1002**

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Parties

1. **Shire of Denmark** of 953 South Coast Highway, Denmark, Western Australia (**Landlord or Lessor**)
2. **Denmark Riverside Club Inc.** of 3 Morgan Road, Denmark, Western Australia (**Tenant or Lessee**)

Agreed terms

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.

1. Definitions and interpretation

1.1 Terms in Reference Schedule

Terms in bold type in the Reference Schedule have the meaning shown opposite.

1.2 Definitions

Authority includes any government or governmental, semi-governmental, administration, fiscal or financial body, department, commission, council, authority, tribunal, agency or entity including but not limited to any court, tribunal, agency or entity including but not limited to any court, tribunal or person having jurisdiction over the parties, the Premises or this Lease;

Claim includes any claim or legal action and all costs and expenses incurred in connection with it;

Commencing Date means the commencing date specified in the reference schedule;

Financial Year means 1 July to 30 June;

Landlord's Property means any property owned by the Landlord on the Premises including but not limited to the items specified in the reference schedule;

Land means the land described in the Reference Schedule;

Official Requirement means any requirement, notice, order or direction of any statutory authority and includes the provisions of any statute, ordinance or by-law;

Plan means the plan of the Land annexed to this Lease (if any);

Premises mean the whole of the Land and includes the Landlord's Property;

Purposes means the purposes described in the Reference Schedule;

Services means all utilities and services to the Premises;

Structural Building Repairs means substantial and major repairs or replacement of essential structures relating to all loads, internal actions, material properties and foundation conditions that significantly affect structural sufficiency or serviceability including but not limited to:

- floors;
- masonry;
- roof covering and roof structure;
- footings and foundations;
- painting of external surfaces but excludes ~~6-12 months~~ cleaning and recoating of decks;

- outer walls of any construction but does not include windows, doors, doorframes, and door furniture;
- ceilings; and
- Sewerage, drainage and water supply but does not include taps and other visible water fittings.

Tenant's Employees means each of the Tenant's employees, contractors, agents, customers, subtenants, licensees, invitees, or others (with or without invitation) who may be on Premises;

Tenant's Property includes all fixtures and other on the Premises which are not the Landlord's;

Term means the term of this Lease specified in the reference schedule and includes the further term as applicable; and

Termination Date means the date of termination of this Lease specified in the reference schedule.

1.3 Interpretation

(a) Reference to:

- (i) the singular includes the plural and the plural includes the singular;
- (ii) a person includes a body corporate;
- (iii) a party includes the party's executors, administrators, successors and permitted assigns;
- (iv) "month" or "monthly" means calendar month or calendar monthly; and
- (v) a right includes a remedy, authority or power.

(b) If a party consists of more than one person, this Lease binds them jointly and each of them severally.

(c) Headings are for convenience only and do not form part of this Lease or affect its interpretation.

2. Reserve, term and holding over

2.1 Reserve

The Land is vested in the Landlord for the Purposes with the power to lease for any term not exceeding twenty one (21) years subject to the consent of the Minister for Lands and this lease is subject to the covenants and powers implied under the *Land Administration Act 1997 (WA)* and the *Transfer of Land Act 1893 (WA)* (unless negated or modified by the provisions of this Lease) and to the covenants and conditions contained in this Lease.

2.2 Term

The Landlord leases the Premises to the Tenant for the Term commencing on the Commencing Date.

2.3 Monthly Tenancy

If the Tenant continues to occupy the Premises after the Term with the Landlord's consent then:

- (a) the Tenant does so as a monthly tenant on the same basis as at the last day of the Term; and
- (b) either party may terminate the monthly tenancy by giving to the other 1 month's notice expiring on any day.

3. Rent and rent reviews

3.1 Rent

- (a) The Tenant must pay the Rent in the amount and method described in the Reference Schedule.
- (b) Each payment of Rent must be made with an additional amount equal to any goods and services, consumption, value added tax applying to that payment.

4. Operating Expenses

4.1 Expenses Due to Tenant's Use

- (a) The Tenant must pay to the relevant authorities all charges for rates, taxes, charges, assessments, licence fees, duties, impositions, penalties, and other outgoings whatever which now or at any time during the Term are assessed and charged upon or in respect of the Premises or the use or occupation of the Premises or any part.
- (b) The Tenant must pay to the relevant authorities all charges for gas, electricity, water and telephone where they are separately metered to the Premises and the costs incurred by the Landlord in providing Services to the Premises.
- (c) The Tenant must pay to the Landlord all expenses due solely to the Tenant's use of the Premises.

4.2 Goods and Services Tax

(a) Consideration is exclusive of GST

The consideration for a Supply under this Lease is exclusive of any GST imposed on the Supply.

(b) Recovery of GST

If a Supply under this Lease is subject to GST:

- (i) the Recipient of the Supply must pay, in addition to the other consideration payable or to be provided for the Supply, an additional amount equal to the GST; and
- (ii) the Recipient must pay the additional amount to the supplier at the same time as the other consideration.

However, the Recipient need not pay the additional amount until the supplier gives the Recipient a Tax Invoice.

(c) Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier on the Supply:

- (i) the supplier must promptly issue an Adjustment Note to the Recipient; and
- (ii) an amount equal to the difference must be paid by the supplier to the Recipient, or by the Recipient to the supplier, as appropriate.

(d) Reimbursement

If any part is entitled to payment of any costs or expenses by way of reimbursement or indemnity, the payment must exclude any part of that cost or expense which is attributable to GST for which that party or the Representative Member of any GST Group of which that party is a member is entitled to an Input Tax Credit.

(e) Definitions

In this clause, Adjustment Note, GST, GST Group, Input Tax Credit, Member, Recipient, Representative Member, Supply and Tax Invoice have the meanings given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

5. Use of the Premises

5.1 Permitted Use

The Tenant must only use the Premises for the Permitted Use **which is the uses permitted in the Denmark Riverside Club Inc's objects or purposes of the association-**

5.2 Restrictions on Use

The Tenant must not:

- (a) ~~disturb~~ **cause unreasonable levels of nuisance to the** tenants or owners of adjacent premises;
- (b) overload any Services;
- (c) damage the Landlord's Property;
- (d) alter the Premises, or do any building work without the Landlord's prior consent;
- (e) do anything that may invalidate the Landlord's insurance or increase the Landlord's premiums; or
- (f) destroy, cut down, prune or damage any living tree on the Leased Premises without the Lessor's consent.

5.3 No warranty as to Use

The Landlord does not warrant that the Premises:

- (a) is suitable for any purpose; or
- (b) may be used for the Permitted Use.

5.4 Official Requirements and rules

At its expense, the Tenant must comply with any Official Requirement concerning the Premises, the Tenant's Property or the Tenant's use or occupation of the Premises or the sex, number, health and safety of persons on the Premises.

5.5 Caveats

The Tenant must not lodge or register any absolute caveat against the certificate of title to the land of which the Premises forms part to protect its interests under this Lease but the Tenant shall be entitled to lodge a "Subject to claim" caveat against the certificate of title to the land of which the Premises forms part.

6. Maintenance and repair

6.1 Repair

- (a) The Tenant must:
 - (i) keep the Premises in good repair and condition except for fair wear and tear, inevitable accident, and Structural Building Repairs; and
 - (ii) fix any damage caused by the Tenant or the Tenant's Employees.
- (b) The Landlord may do any repairs or maintenance to the Premises. The Landlord must give the Tenant reasonable notice before doing so and must cause as little disruption to the Tenant's business as is reasonably possible in the circumstances.

6.2 Cleaning and Maintenance

The Tenant must:

- (a) do such things as may reasonably be required to eradicate, exterminate and keep the Premises free from rodents, vermin, noxious weeds and other pests of any kind, and will procure that pest exterminators are employed from time to time for that purpose;
- (b) keep the Premises clean and tidy and free of infectious diseases; and

- (c) keep the Tenant's Property clean and maintained in good order and condition.

6.3 Not to pollute

- (a) The Tenant must not cause pollution in or contamination of the Premises or any adjoining land by garbage, waste matter, oil and other pollutants whether by stormwater or other run-off or arising from use of the Premises.
- (b) The Tenant must collect and dispose of all garbage, waste matter, oil and other pollutants from the Premises at a place and in a manner required or approved by the Landlord and all relevant authorities having control over the disposal of waste matter and the protection of the environment.

6.4 Landlord's right to inspect and repair

- (a) The Landlord may enter the Premises for inspection or to carry out maintenance, repairs or building work at any reasonable time after giving notice to the Tenant. In an emergency, the Landlord may enter at any time without giving the Tenant notice.
- (b) The Landlord may carry out any of the Tenant's obligations on the Tenant's behalf if the Tenant does not carry them out on time. If the Landlord does so, the Tenant must promptly pay the Landlord's costs.

6.5 Notice of damage or defect in services

The Tenant must promptly give the Landlord notice of:

- (a) any damage to, defect or disrepair in the Services or the Landlord's Property; and
- (b) any circumstances likely to cause any risk to the Premises or any person.

7. Assignment and subletting

- (a) Subject to clause 18, the Tenant must obtain the Landlord's written consent, and if required by law, the written consent of the Minister for Lands pursuant to the *Land Administration Act 1997 (WA)* before the Tenant assigns, sublets or deals with its interest in the Premises.
- (b) The Landlord may grant or withhold its consent in its discretion.

8. Insurances and indemnities

8.1 Tenant's insurance

The Tenant must maintain at its own cost insurance on usual terms with an insurer authorised under the *Insurance Act 1973 (Cth)* for public risk for at least \$20,000,000.

8.2 Tenant's policies

All policies under this clause 8 must be acceptable to the Landlord and with an insurer approved by the Landlord and endorsed to note the interest of the Landlord as landlord of the Premises.

8.3 Proof of insurance policies

The Tenant must give the Landlord evidence of its insurance if the Landlord asks for it.

8.4 Tenant's release and indemnity

- (a) The Tenant occupies and uses the Premises at its own risk.
- (b) The Tenant releases the Landlord and the Minister for Lands from and indemnifies them against all Claims for damages, loss, injury or death:
 - (i) whether or not it is caused by the Tenant's negligence or default if it:
 - (A) occurs on the Premises;
 - (B) arises from the use of the Services on the Premises; or
 - (C) arises from the overflow or leakage of water from the Premises,

except to the extent that it is caused by the Landlord's or Minister for Land's deliberate act or negligence; and

- (ii) if it arises from the negligence or default of the Tenant or the Tenant's Employees, except to the extent that it is caused by the Landlord's or Minister for Land's deliberate act or wilful negligence.
- (c) The Tenant releases the Landlord and the Minister for Lands from and indemnifies them against any Claim or costs arising from anything the Landlord is permitted to do under this Lease.

8.5 Landlord's Insurance

- (a) The Landlord must insure, at the Landlord's cost, the Premises. The Tenant must pay to the Landlord the sum of \$500 excess for each claim the Tenant makes against the Landlord's insurance and the Landlord must at its own cost meet all other costs of repair, replacement and reinstatement not met by the insurer.

9. Occupational Safety and Health Act

- (a) The Tenant acknowledges and agrees that for the purpose of the *Occupational Safety and Health Act 1984* (WA) (**Act**) the Tenant has the control of the Premises and all plant and substances on the Premises.
- (b) The Tenant releases and indemnifies the Landlord from and against any claim against or obligation or liability of the Landlord under any occupational health and safety legislation as defined in the Act, except to the extent that any breach of the Act is contributed to by the Landlord's deliberate act or negligence.

10. Default and termination

10.1 Default

The Tenant defaults under this Lease if:

- (a) the Rent or any money payable by the Tenant is unpaid for 20 business days;
- (b) the Tenant breaches any other term of this Lease and such breach is unremedied within 20 business days of notice of breach having been served on the Tenant;
- (c) the Tenant assigns its property for the benefit of creditors; or
- (d) the Tenant becomes an externally-administered body corporate within the meaning of the *Corporations Act 2001* (Cth).

10.2 Forfeiture of Lease

If the Tenant defaults and does not remedy the default when the Landlord requires it to do so, the Landlord may do any one or more of the following:

- (a) re-enter and take possession of the Premises and by notice to the Tenant, terminate this Lease;
- (b) by notice to the Tenant, convert the unexpired portion of the Term into a tenancy from month to month;
- (c) exercise any of its other legal rights; or
- (d) recover from the Tenant any loss suffered by the Landlord due to the Tenant's default.

10.3 Consequences of Default

(a) Repudiation

- (i) If the Tenant repudiates this Lease or breaches an essential term of this Lease the Landlord may recover all money payable by the Tenant under this Lease up to the end of the Term. However, the Landlord must minimise its loss.

- (ii) The essential terms are:
 - (A) to pay Rent (clause 3.1);
 - (B) to pay Operating Expenses (clause 4.1 and Special Condition 12 of the reference schedule);
 - (C) to use the Premises for only the Permitted Use (clause 5.1);
 - (D) to comply with Official Requirements (clause 5.4);
 - (E) to repair (clause 6.1); and
 - (F) not to assign, sublet or deal with the Lease without consent (clause 7).

(b) **Landlord's Entitlement to Damages**

The Landlord's entitlement to damages is not limited or affected if:

- (i) the Tenant abandons the Premises;
- (ii) the Landlord elects to re-enter the Premises or terminate this Lease;
- (iii) the Landlord accepts the Tenant's repudiation; or
- (iv) the parties' conduct constitutes or may constitute a surrender by operation of law.

(c) **Liquidated Debt**

The Landlord may remedy any default by the Tenant and recover its costs of doing so from the Tenant as a liquidated debt.

10.4 Waiver

- (a) No waiver by the Landlord is effective unless it is in writing;
- (b) Despite the Landlord's knowledge at the time, a demand for Rent or other money owing by the Tenant or the subsequent acceptance of Rent or other money does not constitute a waiver of any earlier default by the Tenant.

10.5 Interest on Overdue Money

The Landlord may charge daily interest to the Tenant on any late payment by the Tenant at a rate of 3% above the rate which would be charged to the Landlord by the Landlord's bank for borrowing the same amount on unsecured overdraft as certified by the Landlord's bank manager.

11. Termination of Term

11.1 Termination by Notice

- (a) The Landlord may terminate this Lease by giving 6 months' written notice to the Tenant, notwithstanding that:
 - (i) the Tenant is not in default; or
 - (ii) that the term of the Lease has not expired.
- (b) The Tenant may terminate this Lease by giving 3 months' written notice to the Landlord notwithstanding that the term of the Lease has not expired.
- (c) In the event of this Lease being terminated pursuant to subclause 11.1(a) or 11.1(b) each Party will retain its rights against the other in respect of any past breach of this Lease;.

11.2 Tenant's obligations

On termination the Tenant must:

- (a) vacate the Premises and give it back to the Landlord in good repair and condition in accordance with the Tenant's obligations in this Lease;
- (b) remove all the Tenant's Property from the Premises;
- (c) repair any damage caused by removal of the Tenant's Property and leave the Premises in good repair and condition; and
- (d) return all keys, security passes and cards held by it or the Tenant's Employees.

11.3 Failure to Remove Tenant's Property

If the Tenant does not remove the Tenant's Property at the end of the Term, the Landlord may:

- (a) remove and store the Tenant's Property at the Tenant's risk and expense; or
- (b) treat the Tenant's Property as abandoned, in which case title in the Tenant's Property passes to the Landlord who may deal with it as it thinks fit without being liable to account to the Tenant.

12. General

12.1 Notices

(a) In Writing

Any notice given under this Lease must be in writing. A notice by the Landlord is valid if signed by an officer or solicitor of the Landlord or any other person nominated by the Landlord.

(b) Notice of Address

The Tenant must promptly notify the Landlord of its address and facsimile number or email address and update the notice if any changes occur.

(c) Service of Notice on Tenant

The Landlord may serve a notice on the Tenant by:

- (i) giving it to the Tenant personally;
- (ii) sending it to the Tenant's facsimile number; or
- (iii) posting it to the Tenant's last known registered office, place of business or residence.
- (iv) **Via the Tenant's nominated email address or other agreed electronic medium.**

(d) Service of Notice on Landlord

The Tenant may serve a notice on the Landlord by leaving it at, or posting or faxing it to the Landlord's office set out in Item 1 of the Reference Schedule.

12.2 Costs

The Tenant must pay the Landlord:

- (a) duty (if any) on this Lease; and
- (b) the Landlord's reasonable legal fees and outlays:
 - (i) for the preparation and negotiation of this Lease;
 - (ii) relating to any assignment or subletting;
 - (iii) arising from any breach of this Lease by the Tenant; and

- (iv) for any Landlord's consent under this Lease.

13. Option of Renewal

- (a) The Landlord hereby grants to the Tenant the option to renew this Lease for the further term or terms (if any) specified in Item 4 of the reference schedule upon the terms, covenants, conditions and restrictions of this Lease (excepting any exercised right of renewal). The Tenant may exercise such option if and only if:
 - (i) the Tenant has first given to the Landlord written notice of such exercise of option not less than 3 months and not more than 6 months prior to the expiration of the Term; and
 - (ii) the Tenant is not, at the time of giving the notice under this clause in breach of any of the terms, covenants or conditions of this Lease.
- (b) If the Tenant validly exercises the option to extend under subclause 13(a)(ii) then prior to the expiration of the then current Term, the Tenant must execute a deed recording the extension of lease, such deed to be prepared by the Landlord's solicitors at the reasonable expense of the Tenant in all respects including all duty.

14. Damage and destruction

14.1 Definitions

In this clause 14:

- (a) **abatement notice** means a notice given under clause 14.2(a);
- (b) **reinstatement notice** means a notice given by the Landlord to the Tenant of the Landlord's intention to carry out the reinstatement works; and
- (c) **reinstatement works** means the work necessary to:
 - (i) reinstate the Premises; and
 - (ii) make the Premises fit for occupation and use and accessible by the Tenant.

14.2 Abatement

- (a) If at any time the Premises are wholly or partly:
 - (i) unfit for occupation and use by the Tenant; or
 - (ii) inaccessible having regard to the nature and location of the Premises and the normal means of access to them,
 as a result of destruction or damage then from the date that the Tenant notifies the Landlord of the relevant event, the Rent and any other money payable by the Tenant are to abate according to the circumstances.
- (b) If clause 14.2(a) applies, the remedies for:
 - (i) recovery of the Rent and any other money or a proportionate part falling due after the damage or destruction; or
 - (ii) enforcement of the obligation to repair and maintain,
 are suspended from the date of the abatement notice until the Premises are reinstated or otherwise made fit for the Tenant's occupation and use and fully accessible.

14.3 Either party may terminate

If clause 14.2(a) applies, then at any time after 2 months from the date the abatement notice is given either party may terminate this Lease by notice to the other unless the Landlord has within that period of 2 months:

- (a) given the Tenant a reinstatement notice; and
- (b) started to carry out the reinstatement works.

14.4 Tenant may terminate

If the Landlord gives a reinstatement notice to the Tenant and does not commence the reinstatement works within a reasonable time, the Tenant may terminate this Lease by giving not less than 2 month's notice to the Landlord and, at the expiration of the notice period, this Lease terminates.

14.5 Dispute resolution

- (a) Any dispute arising under this clause 14 is to be determined by a properly qualified member of the Australian Property Institute appointed by the president at the request of either the Landlord or the Tenant.
- (b) In making a determination, the appointed member must act as an expert and not as an arbitrator.
- (c) The appointed member must make a written determination containing reasons as soon as possible after appointment, but the member must give each party the opportunity to make written submissions.
- (d) The Rent and any other money remain abated pending the determination. Any necessary adjustment is to be made immediately after the determination is made.
- (e) The Cost of the determination must be paid by both parties in equal shares unless otherwise decided by the member.

15. Severability

- (a) As far as possible all provisions of this Lease must be construed so as not to be invalid, illegal or unenforceable.
- (b) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (c) If any provision cannot be read down, that provision will be void and severable and the remaining provisions of this Lease will not be affected.

16. Entire Understanding

This Lease:

- (a) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Lease; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

17. Organisations

- (a) If any organisation ceases to exist, a reference to that organisation will be taken to be a reference to an organisation with similar objects to the original organisation nominated by the Landlord.
- (b) Reference to the president of an organisation will, in the absence of a president be read as a reference to any person fulfilling the duties of a president.

18. Landlord's Consent

Unless otherwise stated, if the Landlord's consent or approval is required:

- (a) the Landlord must consider the request promptly and be reasonable in giving or refusing its consent or approval;
- (b) the Landlord may require the Tenant to comply with any reasonable conditions before giving its consent; and
- (c) it is not effective unless in writing.

19. Property Law Act

The following sections of the *Property Law Act 1969* (WA) do not apply to this Lease:

- (a) Section 80; and
- (b) Section 82.

Schedule 1 - Reference Schedule**1. Landlord/Lessor**

Shire of Denmark
of 953 South Coast Highway, Denmark, Western Australia

2. Tenant/Lessee

Denmark Riverside Club Inc.
Of 3 Morgan Road, Denmark, Western Australia

3. Land**3.1 Reserve**

Portion Reserve 20403, Lot 1110, in Certificate of Title Volume LR3125 Folio 757
and Portion Reserve 39066, Lot 1002, in Certificate of Title Volume LR3147 Folio 41
outlined in blue on Appendix 1.

3.2 Purpose

Recreation

4. Term**4.1 Period**

21 years Zero months

4.2 Commencing Date

1 August 2016

4.3 Termination Date

31 July 2037

5. Further term**5.1 Period**

Nil

5.2 Commencing Date

Nil

6. Rent

\$1.00 per annum (plus GST) for each year of the Term of Lease.

7. Permitted Use

Riverside Club Complex

8. Landlord's Property

Portion of Reserve 20403, Lot 1110 on Deposited Plan 28861
And
Portion of Reserve 39066, Lot 1002 on Deposited Plan 215923

9. Special conditions

The following special conditions (if any) form part of this Lease and in the event of any inconsistency between the foregoing provisions of this Lease and the special conditions, the special conditions prevail:

9.1 Inspection and Maintenance

a) Pursuant to Council Policy P030101 Council will annually consider the provision of a concession to the value of the local government rates levied with respect to the property, noting that the Lessee is required to meet any costs applicable to the property relating to any other rates and taxes including, but not limited to, the Emergency Services Levy and refuse charges.

b) Inspection by Landlord's building surveyor

The Landlord's Principal Building Surveyor will, at least on an annual basis, inspect the Premises and Land to determine the state of maintenance in accordance with the Lease and to determine the priority for future and long term maintenance to be undertaken by the Tenant in conjunction with the Landlord.

c) Contribution to maintenance

Subject to the Landlord's annual budget, the Landlord will contribute an amount determined by the Landlord in its sole discretion to the maintenance of the Premises on the following terms:

- i) upon completion of its budget, the Landlord will notify the Tenant in writing of the amount the Landlord will contribute to maintenance in the following financial year ("contribution amount");
- ii) the Landlord may set-off from the contribution amount any amounts already expended on maintenance by the Landlord in excess of the previous financial year's contribution amount;
- iii) the Tenant will, prior to 31 March in each financial year, provide to the Landlord a tax invoice for the contribution amount;
- iv) the Landlord will pay the contribution amount to the Tenant upon receipt of the invoice; and
- v) the contribution amount must be used solely for maintenance of the Premises.
- vi) Given that the visual impact and iconic nature of Clubhouse and the visibility of the grounds and their presence on the Denmark main road entrance makes them in effect a community entry statement, the Denmark Riverside Club is to develop and maintain its grounds to reflect this status.

d) Foreshore Access

Given the land parcel's foreshore location the lessee is not permitted to fence the bowling green foreshore boundary or the lease boundaries that surround the bandstand or take other measures that unreasonably prevent public access to these areas.

e) Commercial Usage

Where incidental use of the facility involves a profit to an individual or business rather than community group activities;

- i. That these uses are infrequent ~~and minor and/or~~ of a business incubation environment nature.

- ii. That where such uses are more regular and/or ongoing that the rents, fees and charges proposed are structured to ensure that the Council and community is not seen as providing an unfair or subsidised facility that competes with private enterprise (a level playing field) and that Lessor permission will be sought who may impose conditions or limitations on that proposed use and or may refuse that use if in the opinion of the Lessor it is inconsistent with the principal community activities intended for the Club House.
- f) The Lessor acknowledges that the Denmark Riverside Club Inc. has contributed the sum of \$756,955, and has received grant funding from the Department of Regional Development of \$500,000, Great Southern Development Commission of \$212,800 Lotterywest of \$390,659 and \$490,852 from the Shire of Denmark, towards the total \$2,351,266 cost of the Riverside Club's Club House Development and that this is also taken into account in the annual rent.

ATTESTATION SHEET

Executed by the parties as a Deed on the _____ day of _____ in the year _____

LESSOR/LESSORS SIGNS HERE (NOTE 9)

The Common Seal of
Shire of Denmark
 was hereunto affixed in the
 presence of:

Affix Seal Here

 Shire President

 Chief Executive Officer

 Print Name

 Print Name

LESSEE/LESSEES SIGNS HERE (NOTE 9)

Executed by Denmark Riverside Club Inc. (**ACN** _____)
 in accordance with section 127 of the Corporations Act 2001:

 Director/Sole Director Signature

 Director/Secretary Signature

 Print Name

 Print Name

Signed by }
 in the presence of:

 Witness Signature

 Witness Address

 Witness Name

 Witness Occupation

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the person signing this document and their witnesses.
4. Duplicates are not issued for Crown Land Titles.

NOTES

1. DESCRIPTION OF LAND

Lot and Diagram/Plan number or Location name and number to be stated.

Extent – Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.

The Certificate of Crown Land Title Volume and Folio number to be stated.

2. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS

In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the crown land title:

- a) In the Second Schedule;
- b) If no Second Schedule, that are encumbrances.
(Unless to be removed by action or document before registration hereof)

Do not show any:

- (a) Easement Benefits or Restrictive/Covenant Benefits; or
- (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).

The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram.

If none show "nil".

3. LESSOR

State full name and address of Lessor/Lessors and the address/addresses to which future notices can be sent.

4. LESSEE

State full name of Lessee/Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy eg. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.

5. TERM OF LEASE

Term to be stated in years, months and days. Commencement date to be stated. Options to renew to be shown.

6. RECITE ANY EASEMENTS TO BE CREATED

Here set forth Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".

7. State amount of yearly rental in words.

8. State term of payment.

9. EXECUTION

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of witnesses must be stated.

Office Use Only

LEASE OF CROWN LAND (L)

LODGED BY	Shire of Denmark
ADDRESS	953 South Coast Highway (PO Box 183) DENMARK WA 6333
PHONE No.	(08) 98480300
FAX No.	(08) 98481985
REFERENCE No.	
ISSUING BOX No.	

PREPARED BY	Shire of Denmark
ADDRESS	953 South Coast Highway (PO Box 183) DENMARK WA 6333
PHONE No.	(08) 98480300
FAX No.	(08) 98481985

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

--

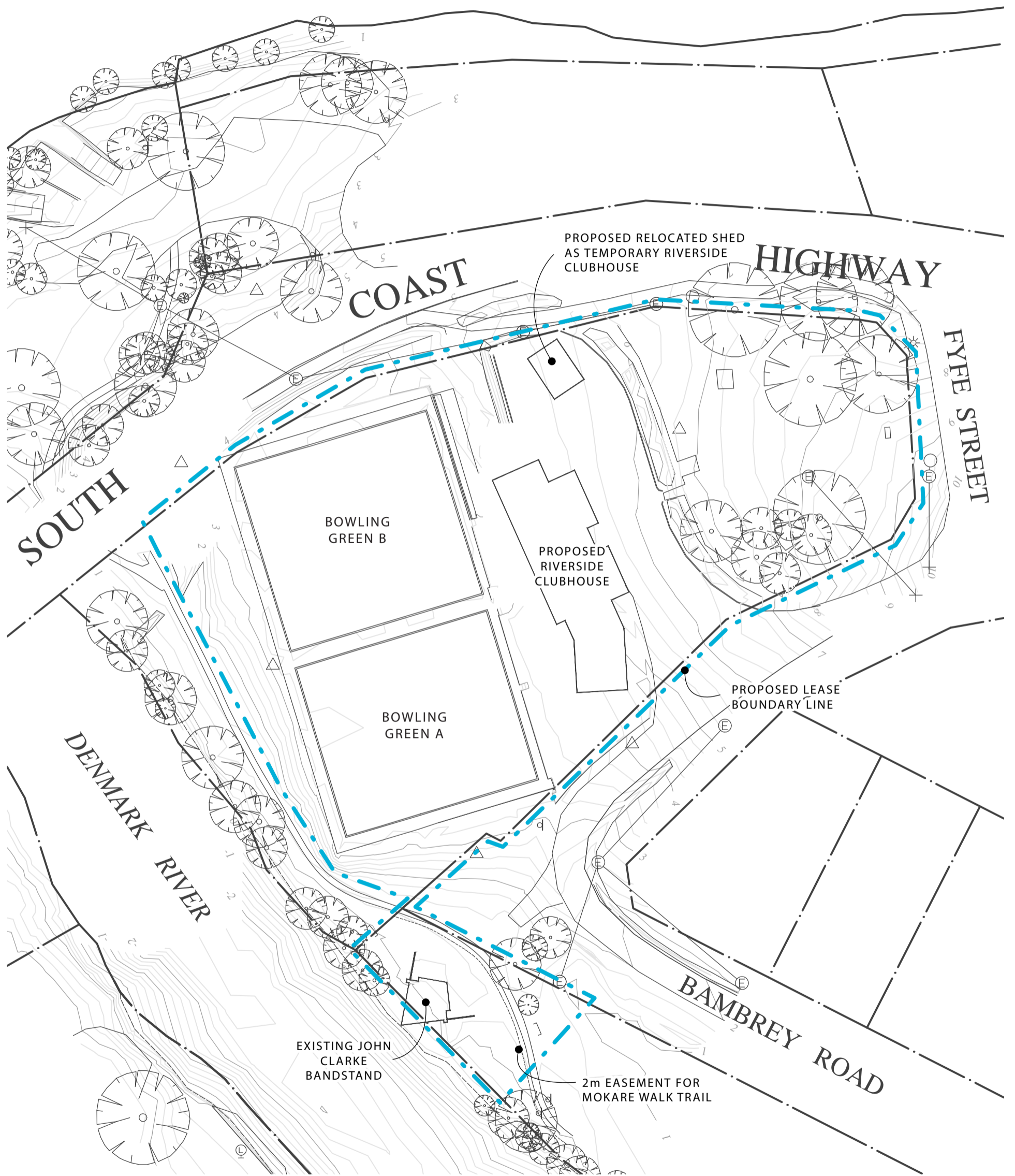
TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	Receiving Clerk
5. _____	
6. _____	

Registered pursuant to the provisions of the *TRANSFER OF LAND ACT 1893* as amended on the day and time shown above and particulars entered in the Register.

EXAMINED

--



PROPOSED LEASE BOUNDARY 1:750 @ A3

Job no. 1041

DENMARK RIVERSIDE CLUB PROJECT
South Coast Hwy, Denmark WA 6333



B	sk.44
REV	09.10.14

Maintenance for cladding and decking as follows.

- Cypress Pine Cladding:
 - 2 x coats of Quantum Timbre Plus Vertical (Light Oak)
 - $175\text{m}^2 \times \$13/\text{m}^2 = \$2,275$
 - Manufacturers recommendation to reapply 2 coats every 5 years
- Jarrah Cladding:
 - 2 x coats of Sikkens Cetol Filter 7 Plus
 - $127\text{m}^2 \times \$13/\text{m}^2 = \$1,651$
 - Manufacturers recommendation to reapply 2 coats every 5 years
- Decking:
 - 1 x Riviva decking cleaner and 1 x coats of Quantum Quantec
 - $198\text{m}^2 \times \$13/\text{m}^2 = \$2,574$
 - Manufacturers recommendations to reapply 1 coat every 6-12 months.

Notes:

- The maintenance periods for timber finishes are not absolute and depend on exposure to the weather and wear and tear. The decking may require an additional light sand every 12-18 months if under high use.
- Rates are from Rawlinsons 2016. They are commercial competitive tendering rates. Rates will be higher if using smaller Denmark contractors with a non-competitive procurement process.
- Allow an additional \$1.20/m² for areas requiring ladders.
- Qty's quoted are from the QS pre-tender report and may be slightly different to actual as the design was modified post the report.
- Other external items that would require maintenance is the balustrade posts, handrails and feature jarrah columns to the north. The CFC cladding and soffit linings may also require repainting every 10-15 years. The box gutters need to be checked and cleaned every 3-6 months.

I hope this helps

Kind regards

David Gibson
B.Env.Des, B.Arch (hons). R.A.I.A.

PRINCIPAL ARCHITECT

6 September 2016 - Attachment 8.2.1b



HOME TO:
Denmark Bowling Club
Denmark Dragon Boat Club
Denmark Classic Boat Assn Inc
Denmark Kayak Club

ABN 22 876 481 010
PO Box 48, Denmark, WA 6333
Phone/Fax 9848 1517

CONSTITUTION AND RULES

1.1 The name of The Club shall be the Denmark Riverside Club Inc.

1.2 The Club shall incorporate the following associated clubs:

Denmark Bowling Club.
Denmark Dragon Boat Club.
Denmark Classic Boat Assn.
Denmark Kayak Club

hereinafter referred to collectively as “the Associate Clubs”.

2. Objects:

The principal objects of the Club are:

- (a) To establish, promote, maintain and conduct a club devoted to various sporting, cultural and community pursuits and any other lawful purpose of providing benefits and enjoyment for the members of the Club.
- (b) To borrow, raise or secure the payment of money for the purpose of the Club in such manner as the members think fit and to lease or hire premises or equipment for the purposes of the Club.
- (c) To provide and maintain a clubhouse and sporting amenities for the use of the members and for these purposes to lease, hire or rent premises or equipment.
- (d) The property and income of the Club shall be applied solely towards the promotion of the objects of the Club and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to members, except in good faith in the promotion of those objects.

3. Definitions

In reading this Constitution, unless the context or such otherwise indicates or requires:

- (a) “The Club” means the Denmark Riverside Club Inc.
- (b) “The Club Premises” means all land, building and structures thereon of which the Club is the bona fide occupier, or lessee.

- (c) "The Committee" means the Managing Committee for the Club, duly elected for the time being in accordance with these Rules.
- (d) "Annual Meeting" means a General Meeting as defined below, called in accordance with Rule 10 hereunder, at which only business that has been described in the notice may be transacted.
- (e) "Special General Meeting" means a General Meeting as defined below, called in accordance with Rule 11 hereunder, at which only business that has been described in the notice may be transacted.
- (f) "General Meeting" means the General meeting of the Club whether Annual or Special.
- (g) "Month" means a calendar month.
- (h) "Financial year" means from the first of July each year, until the following 30th of June.
- (i) "The Act" means the Liquor Control Act 1988, its amendments and any other legislation that may come into force to replace or supplement this Act, and shall form part of these Rules.
- (j) "The By-laws" means the codes of rules made and adopted in accordance with Rule 17(l)
- (k) "Member" means member of the Club whether Ordinary, Life, Junior, Social or Honorary.

(Words importing the masculine gender shall include the feminine gender and words importing the singular shall include the plural).

4. Membership

4.1 The Club shall keep an up to date register of members. This register must be continually available for inspection at the Club premises.

4.2 Membership of the Club shall consist of the following:

- (a) Ordinary Member – Persons over 18 years of age.
- (b) Life Member – the members may elect persons who have rendered Meritorious service to the Club as Life Members.
- (c) Temporary Member – a person who is a member or an official of, or a person assisting, a team that is to contest a pre-arranged sport on that day, or who by invitation of a member, is to engage in that sport on that day.
- (d) Junior Member – a person under the age of 18 years may make application to the Club as a Junior Member, and if accepted, shall pay the prescribed subscription. Persons granted this category of membership, will require a

sporting affiliation, but shall have no voice in the management of the Club and shall not be entitled to hold any office or vote at any meeting of the Club.

Junior members may not propose or second any application for membership of the Club or sign in guests to the Club.

Any Junior Member who on attaining the age of 18 years wishes to remain a member of the Club, shall be granted the appropriate Club membership and shall pay the full subscription as set down from time to time.

- (e) **Reciprocal Member -**
 - at an intrastate level, reciprocal arrangements may be offered to members of clubs with the same primary Club objects; and
 - at an interstate and New Zealand level, reciprocal arrangements may be offered to any person who is a member of any bona fide club outside of WA.
- (f) Honorary Member – Honorary Membership may be granted to the Club Associates, Sponsors, Selected Government Officers and other such persons as the committee may decide from time to time to grant membership.
- (g) Social Member – a person who wishes to enjoy the social facilities of the Club without engaging in sporting activities. Social Members must be registered annually with the Club and pay an annual subscription as determined by the Committee, and shall not be entitled to hold any office or vote at any meeting of the Club.

Only Ordinary Members and Life Members shall be eligible to hold office or to vote.

5. Application to Become a Member

- (a) Ordinary Member – Any person desiring to become such a member of the Club shall sign an application form provided and such form must bear the signatures of two Members of the Club who are entitled to vote, as a proposer and seconder. When the Secretary receives the application form, it shall then be placed on the notice board in the Club premises for a period of not less than 7 days before election, provided also that an interval of not less than two weeks shall elapse between nomination and election. The applicant will then be accepted or denied membership.
- (b) No person shall be entitled to exercise any of the privileges of a member until he or she has paid all subscriptions due.
- (c) The Committee shall have the right to refuse to admit any person to membership without assigning any reason for doing so.
- (d) The Secretary shall notify the successful candidate as soon as practicable, who shall on payment of their subscription be enrolled as members of the Club.

- (e) Every member of the Club shall be entitled to the privileges and be bound by its rules and all consequences resulting from a breach or non-performance thereof and shall indemnify every person concerned in enforcing such rules from all personal responsibility or legal liability for any breach thereof by that member.
- (f) Life Member – An Ordinary Member may propose another member for Life Membership. Proposals shall be made to the Committee in writing and supported by reasons. A General Meeting may, upon a 75% majority vote, confer Life Membership on a member who has rendered special and outstanding services to the Club. The holder of a Life Membership shall be entitled to all privileges of an ordinary member, shall be exempt from subscriptions but shall pay any levies and capitation fees.

6. Members' Rights

- (a) The rights and privileges of Members are personal and cannot be transferred to any other person whether by their act or through operation of law and such rights and privileges shall terminate forthwith on cessation of membership whether by death or otherwise.
- (b) A Member may at any reasonable time inspect without charge the books, documents, records and securities of the Club.
- (c) The Committee or approved staff may revoke the membership of any Honorary, Temporary or Provisional member at any time without notice.
- (d) Honorary, Provisional or Temporary Members shall not be entitled to vote or be present at any meeting of the members of the Club, nor have any right, title or interest in or to any of the property of the Club, nor propose or second any candidate for admission as a member.
- (e) Employees – Members who are employees of the Club are entitled to all the rights and privileges of membership excluding those rights concerned with the selection, election and holding of office with the Club.
- (f) Guests – Ordinary, Social and Life Members are entitled to:
 - (i) invite guests to the Club, the number of guests not to exceed the maximum number as specified in Section 48(4)(b) of the Liquor Control Act 1988.
 - (ii) hold private family and business functions on Club premises without limit to the number of guests, provided that the sale of liquor shall be:
 - (a) ancillary to a meal supplied at the Club by or on behalf of the Club to a member and to each of the guests of that member being guests of whose attendance was given prior notice to the Club; and
 - (b) to a member, for consumption by the guests of that member at a function held by or on behalf of that member at the Club.

- (g) Functions – Ordinary, Social and Life Members are entitled to host functions the Club premises after written application for said function has been considered and approved by the Committee. Such functions may not exclude any member from his or her rightful access to Club premises. When an application for a function has been approved the Secretary shall furnish the applicant with a written copy of Club rules relating to functions, and any additional conditions and restrictions the Committee shall see fit to impose.

7. Subscriptions

- (a) The annual subscription for membership of the Club shall be set by majority vote of the Committee prior to the commencement of the financial year. Notice of the fees and subscriptions shall be notified to the members, via the Club notice board.
- (b) All subscriptions are due from the first day of July in each year and are payable in advance, on or before the 30th September following.
- (c) In addition to the above in the event of unforeseen circumstances arising during the course of the financial year, the Committee may by majority vote determine to levy an additional subscription on the Club's Ordinary Members, such additional subscription being payable within 3 months of notification to the members or such longer period as the Committee may decide.
- (d) No part of the subscription paid shall be refunded to any Member retiring or resigning from the Club.

8. New Members

Subscriptions must be paid within two weeks of election and shall be paid in accordance with a pro rata fee policy determined by the Committee.

9. Liability for Subscription

- (a) The Committee shall have the power by resolution to remove from the roll of members the name of any new member who fails to pay his/her subscription within two weeks from the date of his election.
- (b) Any member whose subscription is in arrears after the Annual Meeting in each year shall cease to be a member, unless the Committee upon receiving an explanation in writing from that member shall otherwise decide.

10. General Meetings

10.1 The Annual Meeting of members shall be held every calendar year within four months of 1st July. Notice of the meeting and agenda items including special notices of motion must be posted on the Club notice board for 14 days before the date of the meeting. At this meeting:

- (a) the President shall present a report on behalf of the Committee;
- (b) the Treasurer shall present the Club's statement of accounts and balance sheet for the past year, duly audited;
- (c) other business may be transacted in accordance with these rules.

10.2. Twenty five full financial members shall constitute a quorum at a General Meeting or Special General Meeting. The Chairman of the meeting shall be the Club President or, in his or her absence, a person nominated and elected by the members present.

10.3 In the case of insufficient members being present to form a quorum after 30 minutes following the advertised start time for an Annual General Meeting, the meeting will be automatically adjourned to re-convene at the same time seven days later and shall proceed with or without a quorum.

10.4 The order of business at the Annual Meeting shall be as follows:

- (a) Reading notice of meeting.
- (b) Reading, confirming or amending the minutes of the last Annual Meeting or any other General Meeting not yet confirmed.
- (c) Presentation, discussion and adoption or otherwise of President's Report.1
- (d) Presentation and reception or otherwise of Statement of accounts and Balance Sheet.
- (e) Special Business of which Notice of Motion has been given.
- (f) Election of Management Committee.
- (g) Election of Club Auditor.
- (h) Other Business.

11. Special General Meetings

The Committee may at any time call a Special General Meeting by giving adequate notice on the Club notice board. A Special General Meeting shall also be called by the Committee on a requisition signed by no less than fifteen members stating in detail the purpose of the meeting. Notice of the meeting and a copy of the requisition shall be posted in the building for at least seven days before the date of the said meeting. Only business, of which notice shall have been given as above, or in accordance with these rules, shall be transacted at a Special General Meeting. Twenty members shall form a quorum. In the case of insufficient members to form a quorum being present after 30 minutes following the advertised start time the meeting shall lapse.

12. General Provision

- (a) These rules shall be the rules of the Club and shall be binding on members.

- (b) No member shall be entitled to take any legal action against the Club (other than a claim for goods sold and delivered and services rendered) and must conform to the decisions of the Committee and in the case of an appeal, to the decision of the General meeting to which he/she may appeal.
- (c) Correct accounts and books shall be kept showing the financial affairs of the Club and the particulars usually shown in books of accounts of a like nature.
- (d) The clubhouse and other club facilities are to be provided and maintained from the joint funds of the Club and no person shall be entitled under these rules to derive any benefit or advantage from the Club which is not shared equally by every member thereof.

13. Election of Office Bearers

- (a) The management of the Club shall be vested in a Committee consisting of 11 persons elected for a one year term, with all of the Committee being elected each year.
- (b) The annual election of officers shall be by ballot at each Annual Meeting in the presence of the returning officer and two scrutineers elected by the members present at such meeting. Members unable to attend the meeting may lodge a vote on the approved ballot paper with the secretary prior to the meeting, having also recorded and signed an apology for the meeting on an outer sealed envelope that contains the sealed ballot paper.

Nominations for positions on the Committee must be in writing signed by the proposer and nominee and must be received by the Secretary not less than seven days before the Annual Meeting. The nominations shall be exhibited on the notice board at least three days prior to the said meeting.

- (c) If no more than the required number of officers are nominated, those so nominated shall be declared elected.
- (d) If there are insufficient nominations to fill all the vacant positions, those nominated shall be declared elected and shall have power to fill the vacancies and any casual vacancies that may occur.

14. Procedures at General Meeting

- (a) The Chairperson shall have the casting vote and shall decide all questions of order unless otherwise provided by these rules.
- (b) All Notices of Motion for consideration at the Annual Meeting must be handed to the Secretary in writing no less than 14 days prior to the date set for the meeting and posted on the notice board in the Club pavilion for 7 days before the meeting.

15. The Management Committee

- (a) The Committee shall comprise the following positions:
- (i) President
 - (ii) Vice President
 - (iii) Secretary
 - (iv) Treasurer
 - (v) Seven general members.
- (b) The Executive positions on the Committee shall be President, Vice President, Secretary, Treasurer and any other as determined by the full committee (and shall be elected at the first meeting of the elected Committee).
- The Manager of the Club may attend all Committee meetings to give his or her report and then leave at the discretion of the Committee.
- (c) The quorum at all Committee meetings shall be 5 members.
- (d) There shall be 10 Committee meetings per year. Special meetings may be called by the President, Secretary or on the request of three members of the Committee.
- (e) If a Committee member is absent without satisfactory explanation from three consecutive meetings, his or her membership of the Committee shall be terminated forthwith unless the Committee resolves otherwise.
- (f) No member of the Committee shall be held to have resigned his or her seat until his or her written resignation has been accepted by the Committee.
- (g) Any vacancy occurring in the Committee shall be filled at a meeting of the Committee when a member shall be elected to fill such a vacancy until the next election provided the member elected at such Committee meeting shall hold office in the place of, and upon the same terms and conditions as his or her predecessor, had the latter continued in the office.
- (h) The President or Vice-President shall preside at all meetings of the Committee of the Club. Should neither be present, the meeting shall elect a Chairperson. All resolutions of the Committee shall be decided by a majority vote of all those present. In the case of equality of votes, the proposal before the Committee shall be decided in the negative. The President or, in his or her absence, the acting President shall be authorised to speak on behalf of the Club.
- (i) If at any Committee Meeting where there is no quorum business arises which requires urgent attention, either the President, Vice President or Secretary together with at least 2 other Committee members shall have power to act on the urgent business and such persons shall submit a report of the action so taken to the next Committee Meeting.

16. Proxy

Every member entitled under these rules to vote at any General, Ordinary or Extraordinary meeting (the voting member) shall be entitled to appoint by proxy another member to vote on their behalf (the proxy voter) at any meeting provided:

- (i) the voting member is unable to attend the meeting himself;
- (ii) that written notice of the appointment of the proxy voter shall be given to the Secretary prior to the commencement of the meeting; and
- (iii) a proxy voter shall only be entitled to vote at the next meeting and the proxy shall lapse thereafter.

17. Powers of the Committee

The business of the Club shall be managed by the Committee, who may exercise all powers of the Club, except those required to be exercised by the Club at a General Meeting.

Without prejudice to the powers conferred by the last preceding rule, the Committee shall, subject to the by-laws, have power to do the following things:

- (a) To purchase or otherwise acquire books, newsletters or periodicals and dispose of them as it may see fit.
- (b) to determine the conditions on which and times when, members may use the premises and property of the Club or any part or parts thereof.
- (c) To determine what persons (if any) not being members of the Club shall be permitted to use the premises of the Club or any part or parts thereof and during what time and under what conditions and when and at what times and places and under what conditions such persons shall be supplied with refreshments and accommodation.
- (d) To appoint any other officials or employees of the Club and to remove them as occasion may require and to define their respective duties. Persons appointed to a paid position, such as the Club Manager, shall be engaged under a contract, award or Registered Workplace Agreement.
- (e) To delegate (subject to such conditions as it thinks fit) any of its powers to sub committees consisting of such members of the Club co-opted for the purpose as it may determine, and to make regulations as to the proceedings of such sub committees.
- (f) To regulate and control its own meetings and the transaction of business thereat.
- (g) To pay any servant of the Club any gratuity for faithful and diligent service as deemed fit.

- (h) In accordance with the rules to suspend or expel any member.
- (i) To enter into or accept any lease or tenancy of the premises whereon the Club shall conduct its affairs or of any furniture, goods and equipment which may be required for the use of the Club on such terms and on such conditions as the Club may deem expedient.
- (j) To take and defend all legal proceedings by or on behalf of the Club and to appoint all necessary Attorneys for any such purpose.
- (k) To borrow, raise or secure the payment of money, and to sell and dispose of the assets of the Club.
- (l) To make, alter and repeal by-laws, and to regulate the use and management of the Club premises, the admission of members and the conduct of the Club and its affairs generally.
- (m) To do and perform any other act, matters and things in connection with or relative to the management of the Club as shall not by these rules require to be done by the Club in General Meetings.
- (n) To appoint such number of delegates to sporting bodies and associations with which the Club may from time to time be affiliated as may be required by the rules thereof and such delegates shall hold office in accordance with the rules of such sporting bodies and associations respectively.
- (o) Every member of the Committee shall be indemnified against any loss, expenses or liability incurred by reason of any act or deed performed by him/her in good faith on behalf of the Committee and the Committee may use the funds of the Club for any such purpose required, together with any reasonable expenses incidental to Committee activities.
- (p) A member of the Committee who has any direct or indirect pecuniary interest in any matter under contemplation by the Committee, shall, as soon as he/she becomes aware of his/her interest, disclose the nature and extent of such interest to the Committee and shall not take part in any deliberations or decision of the Committee with respect to that matter.

18. Secretary and Treasurer

- (a) The Secretary and the Treasurer shall hold office during the discretion of the Committee at such remuneration and conditions as the Committee may think proper.
- (b) It shall be the duty of the Secretary and the Treasurer to conduct the affairs of the Club under the directions of the Committee, and to keep the books provided for that purpose correctly.
The Secretary shall keep full and accurate minutes of the proceedings of all meetings of members as well as meetings of the Committee which shall be produced to the Committee at every meeting thereof.

The Treasurer shall keep a book of accounts showing the financial affairs of the Club and the particulars usually shown in books of accounts of a like nature.

- (c) The Secretary shall enter in a book provided for that purpose, the names in full and the addresses of all members of the Club for the time being and the date of the last payment by each member of his or her subscription.
- (d) All payments on behalf of the Club shall be made by cheque, or by electronic funds transfer, on the authority of the Committee and in accordance with procedures approved by the Committee from time to time for that purpose (except for payments of \$50 or less which may at the discretion of the Treasurer, be made in cash).
- (e) Every notice directed to be exhibited in the Club premises shall be exhibited on the Club's notice board and may also, at the discretion of the Committee, be included on the Club's website or other electronic media or circulated by post to members.
- (f) Should either the Secretary or Treasurer refuse to act in accordance with the demands of the Committee, or act in any way incompatible with their respective duties, the Committee shall have the power to dismiss them from office and appoint an acting Secretary or Treasurer.

19. Sub-committees

The Committee may delegate any of its powers to Sub-Committees consisting of such Ordinary Members as it thinks fit, provided that no act of any Sub-Committee shall be binding on the Committee or Club until ratified by the Committee. All such Sub-Committees shall report to and be responsible to the Committee.

20. Auditors

There shall be an Auditor, who shall not be a member of the Committee, and who shall be elected at the Annual General Meeting. The Auditor shall audit the accounts and have power at any time to call for all books, papers, accounts, etc. relating to the affairs of the Club. The Auditor shall be entitled to receive such remuneration as the Committee may from time to time determine. The Auditor need not be a member of the Club.

If any casual vacancy occurs in the office of any Auditor appointed by the Club, the Committee shall appoint an auditor to fill the vacancy until the next Annual General Meeting.

21. Amendments to Constitution and Rules

- (a) The creation of new rules and the alteration, amendment, suspension or repeal of any existing rule, may be done only at a General Meeting and shall require a three-quarters majority vote of the members present.

- (b) Notice of motion to repeal, alter or suspend any rule or to create a new rule shall be given to the Secretary at least 21 days preceding the next Management Committee Meeting at which the motion is to be discussed. The Secretary shall exhibit the proposal on the Club notice board at least 14 days prior to such meeting.
- (c) Pursuant to section 48(4)(d) of the Liquor Control Act 1988, as soon as practicable after the making of any proposal for a change in the Constitution or Rules of the Club, the secretary shall provide to the Director of Liquor Licensing, certified particulars of the change(s) proposed. No effect will be given to the change(s) without the approval of the Director.
- (d) Any Ordinary or Life Member may put to the Committee in writing a request for the alteration or amendment of, or for an addition to, any part of the Constitution or Rules of the Club.

The Committee shall consider any such request and shall consult with such persons and take such advice as it thinks fit. It shall then either:

- (i) draft an amendment, alteration or addition for submission to the Director of Liquor Licensing for approval which, if given, will then be put to the membership at the next Annual or Special General Meeting, or
 - (ii) if it considers the proposed change to be unnecessary or unworkable, advise the member who submitted the request that it does not propose to take any action, and its reasons for so deciding.
- (e) Within one month after the making of any amendment or addition to the rules of the Club, the Committee shall send or deliver to the Director of Liquor Licensing a certified copy of the amendment or alteration. In addition, the Ministry of Fair Trading must be advised of any amendment passed as a special resolution. No effect will be given to the amendments without the approval of the Director.

22. Membership of the Club may be terminated upon:-

- (a) Receipt by the Secretary or another Committee Member of a notice in writing from a Member of his or her resignation from the Club. Such person remains liable to pay to the Club the amount of any subscription or fees due and payable by that person to the Club but unpaid at the date of termination; or
- (b) Non-payment by a Member of his or her subscriptions and fees within the prescribed timescale required for payment, unless the Committee decides otherwise in accordance with Rule 9; or
- (c) Expulsion of a Member in accordance with Rule 23.

- (d) Any Member whose membership is terminated for whatever reason, shall lose and forfeit to the Club all interest and benefit in the funds and property of the Club and all rights attaching to membership.

23. Suspension or Expulsion of Members

The President, Committee or Approved Manager on receiving a complaint from the Approved Manager or Approved Bar Staff, of a member's behaviour which is considered a serious breach of the Liquor Act or acceptable member behaviour or where Police involvement is required, may suspend a member for a period of time until disciplinary action under clauses 22(c) & 22(d) can be taken.

- (a) The Committee is required to exempt any member of that Committee from hearing a charge in which he/she has an interest.
- (b) Who shall fail in the observance or commit any breach of any rule of the Club, or any by-law of the Club or of any order or direction of the Committee or of any General Meeting.
- (c) Who shall in the sole judgement of the Committee have been guilty in or out of the Club's premises of any act, conducted matter or thing calculated to bring discredit on the Club or its members, or to impair or affect the enjoyment of the Club by other members.

Any member charged with misconduct as above shall be furnished with a written copy of the charge and summoned before the Committee, who shall after hearing the accuser and accused and taking such evidence as they may consider proper, if they find the charge proved, inflict a penalty of suspension from all or any of the privileges of membership. If the Committee consider that on a charge of gross misconduct, suspension as above is insufficient, they may call on the member to resign, and if he/she neglects to resign within 10 days they may declare him/her to be expelled, but in any case the accused shall have the right of appeal to a Special General Meeting called for the purpose, whose decision shall be final as decided by the majority of the members present.

- (d) Any expelled member of the Club who may be aggrieved by his/her expulsion by the Committee is required to lodge with his/her appeal the sum of \$50 with the secretary to defray the cost of a Special General Meeting.

24. Supply of Liquor

The provisions of the Liquor Act shall be observed on all premises and in all activities of the Club.

The Club shall appoint and maintain an Approved Manager for the purposes of observing liquor licensing requirements and regulations.

The Club shall be open for sale of liquor during such hours as the Committee shall from time to time determine and as permitted under the Liquor Act.

25. Common Seal

The Club shall have a common seal, which shall be kept by the Secretary and which shall not be affixed to any document except by the authority of the Committee and in the presence of one member of the Committee. Any document to which the seal is affixed shall be countersigned by the Secretary or an officer appointed by the Committee for that purpose.

26. Dissolution of the Club

If upon winding up or dissolution of the Club there remains after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members but shall be given or transferred:

- (a) to another club incorporated under the Act; or
- (b) for charitable purposes;

as shall be determined by resolution of the members when authorising and directing the Committee under Section 33(3) of the Act to prepare a distribution plan of the surplus property of the Club.

27. Joining Clubs

In the event of an club making an application to join the Club and thus to become an Associate Club such application shall be put before the next Annual General Meeting or if the Committee considers it appropriate an Extraordinary General Meeting called for that purpose and such application shall be decided by a two thirds of the Members present and entitled to vote.

In the event of such application being approved then this constitution shall be amended and read accordingly.