



Peaceful Bay Lease Renewal Policy

1. BACKGROUND

The Shire has 203 “holiday cottage” leasehold lots at Peaceful Bay on Deposited Plan 220017, within Reserve 24510, with power to lease for a period up to 21 years, subject to the consent of the Minister for Lands.

The leases were last renewed for 21 years in 2010 and all expire in the year 2031.

2. DEFINITIONS

Premises is as defined in the lease.

Substantial development means development undertaken at the premises that has:

- a) Received development approval and/or a building permit where required under the relevant legislation with a value of \$50,000 (ex GST) and above; or
- b) Such other renovations and improvements to the premises as determined by the Shire of Denmark to constitute substantial development and with a total value of \$50,000 (ex GST) and above.

CEO means the Chief Executive Officer of the Shire of Denmark.

3. PURPOSE

To permit a new 21-year lease to be entered into to provide lessees with security of tenure, in any of the circumstances identified in this policy.

4. POLICY

Council will permit a new 21-year lease under the following circumstances;

- A. Assignment of lease (sale);
- B. Assignment of lease – on bequeathment; or
- C. Upon completion of substantial development of the premises.

5. CONDITIONS

- 5.1 This policy will not operate retrospectively.
- 5.2 The lessee will be responsible for all associated costs, including any fees associated with registration and de-registration of a lease through Landgate.
- 5.2 The lease will be in accordance with the template adopted by the Council on [meeting date and resolution].
- 5.3 The annual rent will be determined as per the most current market rental valuation for the leasehold lots at Peaceful Bay.

6. APPROVAL PROCESS

- 6.1 An inspection will be carried out to determine whether the premises, including all improvements, is compliant with any statutory requirements and is in a fit state to be leased. The lessee will have an opportunity to rectify any non-compliance or works requests prior to final determination of the application.
- 6.2 The CEO will determine each request for a new lease and if approved, the disposal will be in accordance with Delegation 1.2.18 (Disposing of Property).

7. RECORDING REQUIREMENTS

All documentation will be recorded on the relevant assessment file.

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LEASE

SHIRE OF DENMARK
[Landlord]

and

NAME OF TENANT
[Tenant]

Site **XXX** on Deposited Plan 220017

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Parties

1. **Shire of Denmark** of 953 South Coast Highway, Denmark, Western Australia (**Landlord**)
2. **[NAME OF TENANT]** of **[ADDRESS OF TENANT]** (**Tenant**)

Agreed terms

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

CEO means the Chief Executive Officer of the Landlord;

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;

CPI means Consumer Price Index;

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 means the whole of the Land and includes the Landlord's Property;

Rental Year means financial year from 1 July to 30 June;

Services means all utilities and services to the Premises;

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

Tenant's Property includes all fixtures, structural improvements including buildings, sheds and the like (excluding services) 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;

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

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.

- (a) If a party consists of more than one person, this Lease binds them jointly and each of them severally.
- (b) Headings are for convenience only and do not form part of this Lease or affect its interpretation.

2. Term and holding over

2.1 Term

The Landlord leases the Premises to the Tenant for the Term commencing on the Commencing Date as shown in Item 4.2 of the Schedule.

2.2 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 months' notice expiring on any day.

3. Rent and Rent Reviews

3.1 Rent

The Tenant agrees with the Landlord to pay to the Landlord the Rent in the manner set out at Item 6 of the Reference Schedule on and from the Commencement Date clear of any deductions whatsoever.

3.2 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Tenant until the next Rent Review Date.

3.3 Methods of Review

The review will be either based on CPI Review or a Market Review. The basis for each rent review is as identified for each Rent Review Date in Item 7 of the Schedule.

3.4 CPI Review

- (a) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly Perth CPI published for the March quarter of each year.
- (b) Should the CPI be discontinued or suspended at any time the Landlord will reasonably determine a substitute a figure and in determining the figure the Landlord will use an index which is as near to the CPI as is reasonably possible.

3.5 Market Review

A rent review based on market rent will establish the current market rent for the Land by agreement between the Parties and failing agreement, will be determined in accordance with the following provisions:

- (a) The Landlord shall notify the Tenant of the amount that it reasonably considers is the current market rent for the Land.
- (b) If the Tenant does not dispute the amount notified, that amount becomes the Rent.
- (c) If the Tenant disputes the current market rent as notified by the Landlord, it must notify the Landlord of that dispute (Dispute Notice) within 14 days after receiving the Landlord's notification. The Tenant must comply with this time limit to dispute the notified amount.

- (d) If the Tenant gives a Dispute Notice, then the current market rent for the Land will be determined at the expense of the Tenant by the Valuer General or a suitably qualified and experienced valuer licensed under the Land Valuers Licensing Act 1978 (Valuer), to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (e) The Valuer General or the Valuer (as the case may be) will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer General or the Valuer.
- (f) In this clause, "current market rent" means the rent obtainable for the Land in a free and open market on the basis that the Land is unoccupied and offered for rental for a use for which the Land is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (i) any improvements made or effected to the Land; and
 - (ii) any rent free periods, discounts or other rental concessions.

3.6 Landlord's right to review

The Landlord may institute a rent review notwithstanding the Rent Review Date has passed and the Landlord did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

3.7 Rent Not to Decrease

If the reviewed Rent would be less than the Rent payable prior to the Review Date, then the Rent remains unchanged.

3.8 Failure to notify review

Any failure by the Landlord to notify the Tenant of the market rent pursuant to clause 3.5(a) of this Lease shall not prejudice the right of the Landlord to review the Rent or have the Rent reviewed retrospectively.

3.9 Costs of valuation

All costs incurred in any market valuation and determination of the reviewed Rent shall be paid by the Landlord.

4. Outgoings, Taxes and Charges

4.1 Outgoings

- (a) The Tenant agrees with the Landlord to pay directly to the provider of the outgoing or charge punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of the Land:
 - (i) local government services, rates and other charges, including but not limited to rubbish collection charges;
 - (ii) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (iii) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (iv) land tax and metropolitan regional improvement tax on a single ownership basis; and
 - (v) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Tenant's use and occupation of the Land.

- (vi) If the Land is not separately charged or assessed then during each lease year or other portion of the Term, the Tenant shall pay to the Landlord the same proportion part of any charges or assessments referred to in clause (a) being the proportion that the Land bears to the total area of the land included in the charge or assessment.

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:

- (a) 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
- (b) 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 as shown at Item 8 of the Schedule.

5.2 Restrictions on Use

The Tenant must not:

- (a) disturb 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; or
- (e) do anything that may invalidate the Landlord's insurance or increase the Landlord's premiums.

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.

5.5 For sale signs etc.

The Landlord may:

- (a) put up signs on the Premises if it is for sale or lease; and
- (b) show anyone over the Premises after giving the Tenant 2 days' notice.

If the Premises is for lease, the signs may only be put up on the Premises within the last 3 months of the Term.

5.6 Caveats

- (a) 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.
- (b) The Tenant irrevocably appoints the Landlord and every officer of the Landlord, severally, the agent and attorney of the Tenant to execute and register at the office of titles in Western Australia:
 - (i) a withdrawal of any absolute caveat registered by, or on behalf of, the Tenant against any portion of the certificate of title to the land of which the Premises forms part at any time; and
 - (ii) a withdrawal of a "subject to claim" caveat registered by, or on behalf of, the Tenant at any time later than 7 days after the expiry or earlier determination of this Lease.

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 inherent structural defects;
 - (ii) repair and maintain such fences as exist on the Premises;
 - (iii) promptly, and if immediate action cannot be taken, as soon as is practicable, repair all damage to roads and fences on the Premises which results from use of the Premises by the Tenant; and
 - (iv) 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 17, the Tenant must not assign, sublet, mortgage, charge, hire, rent, part with possession of, nor dispose of, the Premises, or any part thereof, without the prior written consent of the CEO and the Minister for Lands.
- (b) The Landlord and the Minister for Lands may grant or withhold its consent in its discretion.
- (c) Where consent is given, it shall be subject to:
 - (i) An inspection of the property by an officer of the Landlord;
 - (ii) No outstanding repairs required to be remedied, as determined by the inspection in accordance with 7(c)(i); and
 - (iii) the Assignor (Tenant) or the Assignee executing and delivering to the Landlord a Deed of Assignment.

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:

- (a) public risk for at least \$10,000,000;
- (b) the Tenant's Property that are on or in the Premises for the full replacement cost; and
- (c) employer's liability in respect of the Tenant's Employees (including worker's compensation insurance), if applicable.

8.2 Tenant's policies

All policies under this clause 8 must be acceptable to 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. The Tenant also carries out building work on the Premises at its 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 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 deliberate act or wilful negligence.
- (c) The Tenant releases the Landlord from and indemnifies the Landlord against any Claim or costs arising from anything the Landlord is permitted to do under this Lease.

9. Work Health and Safety Act

- (a) The Tenant acknowledges and agrees that for the purpose of the Work Health and Safety Act 2011 (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 three (3) months after becoming due;
- (b) the Tenant breaches any other term of this Lease and such breach is unremedied within 28 business days of notice of breach having been served on the Tenant;
- (c) the Landlord has given notice to the Tenant more than three (3) times in any 12 month period in respect of the same breach of this Lease;
- (d) the Tenant assigns its property for the benefit of creditors; or
- (e) 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. In such circumstance, the Landlord will have the right to pull down, take away or otherwise sell or dispose of the Tenant's Property and either retain the proceeds of sale for its own use or the Landlord may (in its absolute discretion) refund all or part of the net proceeds of sale thereof to the Tenant;
- (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);
 - B. to pay Outgoings (clause 4);
 - C. to use the Premises for only the Permitted Use (clause 5);
 - D. to comply with Official Requirements and Rules (clause 5.4);
 - E. to repair (clause 6); and
 - F. not to assign, sublet or deal with the Lease without consent (clause 7).
 - G. Reticulated Water and Sewerage (Item 10.1 and 10.2 of the Reference Schedule).

(b) Landlord's Entitlement to Damages

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

- (a) the Tenant abandons the Premises;
- (b) the Landlord elects to re-enter the Premises or terminate this Lease;
- (c) the Landlord accepts the Tenant's repudiation; or
- (d) 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.

11. Termination of Term

11.1 Tenant's obligations

Unless the Landlord gives a written direction to the contrary, on termination the Tenant must, within 28 days:

- (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) Remediate any contamination of or to the Premises or the surrounding area arising from or connected with the Tenant's use and occupation and the Premises;
- (c) remove all the Tenant's Property from the Premises;
- (d) repair any damage caused by removal of the Tenant's Property and leave the Premises in good repair and condition, to the Landlord's satisfaction; and
- (e) return all keys, security passes and cards held by it or the Tenant's Employees.

11.2 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 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 email address; or
- (iii) posting it to the Tenant's last known registered office, place of business or residence.

(d) Service of Notice on Landlord

The Tenant may serve a notice on the Landlord by leaving it at, or posting or emailing it to the Landlord's office set out in Item 1 of the 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 variation, assignment or subletting
- (iii) relating to any registration fees;
- (iv) arising from any breach of this Lease by the Tenant;
- (v) for any Landlord's consent under this Lease; and
- (vi) for obtaining the Landlord's mortgagee's consent to this Lease.

13. No Option of Renewal

- (a) The Tenant shall have no option of renewal to extend the Term.
- (b) However, if at the expiration of the Term of the Lease:
 - (i) the Tenant is not in default of this Lease:
 - (ii) this Lease has not been terminated by the Landlord; and
 - (iii) the Landlord intends to grant a further lease of the Premises at that time, then the Landlord shall inform the Tenant of the terms and conditions upon which the Landlord intends to grant a further lease and the Tenant shall have the first right of refusal to take up a new lease upon those terms and conditions.
- (c) The first right of refusal must be exercised by the Tenant in writing in the manner and within the time specified by the Landlord (as to which time is of the essence) and if the Tenant fails for any reason to exercise that right strictly in accordance with the Landlord's specifications then the Tenant shall be deemed to have waived the right of first refusal and the Landlord may lease the Premises to any other party on terms and conditions not more favourable (as to term, rent or otherwise) than were notified to the Tenant pursuant to this clause.

14. Damage and destruction

14.1 Definitions

In this clause:

- (a) **abatement** notice means a notice given under clause (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 (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 (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 months' notice to the Landlord and, at the expiration of the notice period, this Lease terminates.

14.5 Dispute resolution

- (a) No party to this agreement will start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this agreement (**dispute**) unless it has complied with this clause.
- (b) A party claiming that a dispute has arisen must notify the other parties, giving details of the dispute.
- (c) During the 21 day period after a notice is given under clause 14.5(b) (or longer period agreed in writing by the parties to the dispute) (**initial period**) each party to the dispute (**disputant**) must use its best efforts to resolve the dispute.
- (d) If the disputants are unable to resolve the dispute within the initial period, each disputant agrees that the dispute must be referred for mediation in accordance with the Mediation Rules of the Law Society of Western Australia, at the request of any disputant, to:
 - i. a mediator agreed on by the disputants; or
 - ii. if the disputants are unable to agree on a mediator within seven (7) days after the end of the initial period, a mediator nominated by the President of the Law Society of Western Australia or the President's nominee.
- (e) The role of any mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a disputant unless that disputant has so agreed in writing.
- (f) Any information or documents disclosed by a disputant under this clause:
 - i. must be kept confidential; and
 - ii. may not be used except to attempt to resolve the dispute.

- (g) Each disputant must bear its own costs of complying with this clause and the disputants must bear equally the costs of any mediator engaged.
- (h) After the initial period, a disputant that has complied with clauses 14.5(a), (b) and (c) may terminate the dispute resolution process by giving notice to each other disputant.
- (i) If in relation to a dispute a disputant breaches any provision of clauses 14.5(a) to (f), each other disputant need not comply with clauses 14.5(a) to (f), in relation to that dispute.

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. 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.

18. 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**

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

2. Tenant

[NAME OF TENANT] of [ADDRESS OF TENANT]

3. Land**3.1 Reserve**

Crown Reserve 24510 subject of Management Order No. L325837.

3.2 Purpose

Holiday Homes, Recreation, Caravan Park and Camping.

3.3 Premises

Whole of Site XXX on Deposited Plan 220017 being the whole of the land comprised in Certificate of Title Volume XXX Folio XXX, as highlighted yellow on Appendix A.

4. Term**4.1 Period**

21 years 0 months

4.2 Commencing Date

XXX

4.3 Termination Date

XXX

5. Further term**5.1 Period**

Nil

5.2 Commencing Date

Not applicable

6. Rent

\$XXX per annum (plus GST) payable annually.

7. Rent review dates**7.1 Market Review Dates**

1 July every five years, commencing from 1 July 2020.

7.2 CPI Review Dates

On each anniversary of the Commencement Date, other than the dates for market review specified in subclause 7.1.

8. Permitted Use

Holiday cottage which shall not be occupied for any single consecutive period of three (3) months or combined period or several short term periods which in total are greater than six (6) months in any one Rental Year without the prior written consent of the Landlord.

9. Landlord's Property

Not applicable.

10. 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:

10.1 Reticulated Water Supply

- (a) It is a material condition of this Lease that the Tenant will at its sole expense and risk connect Premises within the specified period in 10.1(b) to any reticulated potable water supply suitable for the Premises that becomes available to the settlement of Peaceful Bay, such reticulated water supply having been approved by the Landlord and relevant statutory authorities.
- (b) The Landlord will in writing both advise the Tenant when a reticulated water supply has been installed to the settlement of Peaceful Bay and will also specify a date by which the connection by the Tenant, required by clause 10.1(a), must be effected but being no less than one month and no more than two (2) years after the date of such written notification.

10.2 Sewerage Service

- (a) It is a material condition of this Lease that the Tenant will at its sole expense and risk connect Premises within the specified period in 10.2(b) to any deep sewerage suitable for the Premises that becomes available to the settlement of Peaceful Bay, such sewerage service having been approved by the Landlord and relevant statutory authorities.
- (b) The Landlord will in writing both advise the Tenant when a deep sewerage service has been installed to the settlement of Peaceful Bay and will also specify a date by which the connection by the Tenant, required by clause 10.2(a), must be effected but being no less than one month and no more than two (2) years after the date of such written notification.

10.3 Early Termination

- (a) Notwithstanding any term or condition contained to the contrary in this Lease, the Lease may at any time during the term be terminated:
 - (i) By the Tenant on the giving to the Landlord three (3) months' notice in writing of his intention to do so. On the date of the expiration of the Tenant's notice this Lease shall absolutely cease and determine noting that the Tenant is to deliver possession of the Premises to the Landlord in such state of repair and condition which is consistent with the proper performance by the Tenant of the obligations and responsibilities in the lease; or
 - (ii) By agreement between the Landlord and the Tenant on any other date as may be agreed; or

(iii) By the Landlord if for any reason the Landlord's right or title in and to the Land is withdrawn or in any other way affected such that the Landlord is unable to grant to the Tenant the rights and entitlements within the lease.

(b) Neither party will have any claim for compensation in respect of the termination of the lease provided that nothing in this provision prejudices or affects any rights, powers or actions of the Landlord in respect of any breach of the terms in this lease by the Tenant before termination of the lease under Clause 10.3(a).

10.4 Coastal Hazard Risk Management and Adaptation Plan

The Tenant acknowledges and agrees with the Landlord:

- (a) That the Landlord has provided the Tenant with, and the Tenant has reviewed, a copy of the Coastal Hazard Risk Management and Adaptation Plan (CHRMAP) prepared by Seashore Engineering Pty Ltd;
- (b) To ensure the use of the Premises by the Tenant and the Tenant's Agents, Employees and Visitors at all times complies with the CHRMAP; and
- (c) To do all things necessary to assist the Landlord with the implementation of the CHRMAP as it relates to the Premises for the Term of the Lease.

ATTESTATION SHEET

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

LANDLORD SIGN HERE (NOTE 9)

THE COMMON SEAL of the)
SHIRE OF DENMARK)
was hereunto affixed in)
the presence of:)

..... Shire President

..... Chief Executive Officer

TENANT/TENANTS SIGN HERE (NOTE 9)

AS PER LANDGATE EXECUTION FORMAT

APPENDIX A – PREMISES (Lot on Deposited Plan 220017 – highlighted in yellow)

AS PER INDIVIDUAL LOT

DRAFT

APPENDIX B – MINISTERIAL CONSENT

TO BE OBTAINED – must be obtained prior to the commencement date of the lease.

DRAFT

SCHEDULE OF SUBMISSIONS – PEACEFUL BAY LEASE RENEWAL POLICY

Ref No.	Name	Submission (summarised)
ISUB2172022	Name withheld in accordance with Council Policy	I agree with letter re staggered leases.
ISUB2172014	Name withheld in accordance with Council Policy	<p>I am writing to you to support the policy to enable new 21-year leases to be requested by the lessee which would replace the existing lease hold policy.</p> <ul style="list-style-type: none"> • I agree that this new policy would definitely ensure that prospective purchasers would have security of tenure • I agree that the existing properties would more likely be better maintained in accordance with the lease, if a lease could be transferred as a result of a bequeathment • Having already carried out capital expenditure of my cottage, it is logical that other expenditure would greatly enhance the appearance of the cottages and thus add to the ambiance of the settlement. Plus financial institutions would definitely approve loans if the tenure was more secure.
ISUB2172020	Name withheld in accordance with Council Policy	<p>As a thought on the proposal, my comment is that it seems to Council may be creating a rod for their own back workload wise when it could instead move toward a straight strata or freehold title (as has previously been touted), with each owner paying their contribution to the upgrade upon installation of the facilities, upon sale or at the end of the current lease period if not contributing at the time of upgrading facilities to the newly created lots. Ongoing implementation of Councils heritage/conservation plan will/should keep the general holiday vibe alive for the community/locale as a whole.</p>
ISUB2172013	Name withheld in accordance with Council Policy	<p>I fully agree with and fully support the request from Peaceful Bay Progress Association, to have the leases on Peaceful Bay leasehold dwellings changed from the current situation, where all leases expire on the same date, in the same year.</p> <p>The statement regarding potential purchasers of a leasehold home being deterred from a purchase commitment, by the brevity of the remaining lease, is entirely true.</p> <p>I doubt I was the sole individual to be informed by a former Denmark Shire CEO, that “there is no guarantee that the current lease,” at that time, would be renewed.</p> <p>Both statements regarding an incentive to modernise and upgrade a current dwelling if surety of tenure was assured and allowing a new, full tenure of a lease to occur when a home is bequeathed, are logical reasons to initiate a new 21-year lease.</p> <p>From a personal point of view, I would expect the cost of drawing up a new lease under the above circumstances, would fall to the participants in the transaction</p>

ISUB2172010	Name withheld in accordance with Council Policy	In response to a letter, I received by the Shire of Denmark regarding staggered leases (offer of new 21-year leases in particular circumstances) at Peaceful Bay I would like to submit the following comment. I am in total support of the proposal.
ISUB2182043	Name withheld in accordance with Council Policy	I wish to endorse the proposal of the Peaceful Bay Association re the above and the intention of the Shire of Denmark to create the new policy with regard to new 21-year leases being requested for the new lessees. I think that this will create a much fairer situation with regard to security of tenure for future purchasers.
ISUB2172023	Name withheld in accordance with Council Policy	As a long-term lease holder of a cottage within the settlement of Peaceful Bay, my family and I support this proposed Policy. The security of tenure encourages further investment to improve the area and for my family to renew the lease well into the future. Our grandchildren are now enjoying what Peaceful Bay offers and what attracted us to invest in the area many years ago.
ISUB2172024	Name withheld in accordance with Council Policy	With reference to the above, please be advised that we fully support the request from the peaceful Bay Progress Association to create a policy to enable new 21-year leases to be requested by a lessee, under particular circumstances.
ISUB2172021	Name withheld in accordance with Council Policy	I support this policy. This policy will encourage maintenance of properties and provide a longer term perspective for local infrastructure. I note the substantial annual revenue generated from rent and rates for the Shire of Denmark and this policy will better support the objectives of the Shire of Denmark's Corporate Business Plan 'to develop a Peaceful Bay Community Plan to guide the future development of community assets and land use at Peaceful Bay'.
ISUB2172027	Name withheld in accordance with Council Policy	We agree totally with the proposed request to allow lessees to request a new 21-year lease under particular circumstances.
SUB2172028	Name withheld in accordance with Council Policy	I am the owner if a lease hold holiday cottage at the Peaceful Bay. I support the proposed policy to allow now 21-year leases as ser out in the letter the leaseholders 16 July.
ISUB2172025	Name withheld in accordance with Council Policy	<p>I am writing to support the policy to enable new 21-year leases to be requested by the lessee, replacing the existing lease hold policy due to expire in 2031.</p> <p>A new 21-year lease would</p> <ul style="list-style-type: none"> • definitely ensure that prospective purchasers would have security of tenure. • safeguard properties inherited as a result of bequeathment and would, more than likely, result in properties being more regularly and better maintained given the increased security of a longer lease.

		<ul style="list-style-type: none"> impact on prospective capital expenditure of residences in Peaceful Bay, greatly enhancing the appearance of the cottages and thus adding to the overall appearance and 'holiday' charm of the settlement. <p>I would like to thank the Shire of Denmark and the Peaceful Bay Progress Association for the opportunity to support a proposal that so obviously benefits the small community of Peaceful Bay and, by extension, the larger community of Denmark. Benefitting the immediate and long-term futures of residents in both areas.</p>
ISUB2172026	Name withheld in accordance with Council Policy	<p>I would like to express me enthusiastic support for the proposed policy that enables Peaceful Bay leaseholders to request a new 21-year lease. All 3 conditions (sale, bequeathment and capital investment) are valid reasons to allow a new 21-year lease.</p> <p>As a long time, holiday visitor to peaceful Bay, I believe that security of tenure can only benefit the community, and contribute to community members remaining invested in the settlement. I recall the tension during the last lease negotiation and also the normalisation proposal. This proposal to issue new 21-year leases for the 3 changes in circumstances will give leaseholders peace of mind that their investment unthreatened.</p> <p>I appreciate the work of the Peaceful Bay Progress Association in pro-actively representing the rights of the leaseholders, and also the Denmark Shire and Council for allowing community members to voice their approval of this excellent proposal.</p>
ISUB2172042	Name withheld in accordance with Council Policy	<p>Please accept this submission on the proposal to allow new leases to be negotiated at Peaceful Bay. As leaseholders, we fully support and appreciate the consideration of circumstances for renegotiated leases as per the Shire's proposal. We believe this will lead to renewal, improved maintenance and security of tenure in the leasehold area of Peaceful Bay.</p>
ISUB2172040	Name withheld in accordance with Council Policy	<p>Please accept this submission on the proposal to allow new leases to be negotiated at Peaceful Bay. As leaseholders, we fully support and appreciate the consideration of circumstances for renegotiated leases as per the Shire's proposal. We believe this will lead to renewal, improved maintenance and security of tenure in the leasehold area of Peaceful Bay.</p>
ISUB2172037	Name withheld in accordance with Council Policy	<p>I am the owner of a leasehold holiday cottage at Peaceful Bay. I support the proposed policy to allow new 21-year leases as set out in letter to leaseholders.</p>
ISUB2182032	Name withheld in accordance with Council Policy	<p>I am emailing in regards to the proposal for leases to be 21 years from the purchase date. I would definitely like to see the new proposals come into play. Many owners are putting money into the up keep of their holiday cottages including myself and we need the reassurance that our cottages are safe for a long time to come.</p>
ISUB2182048	Name withheld in accordance with	<p>We agree with and fully support the request from Peaceful Bay Progress Association, to have the leases on Peaceful Bay leasehold dwellings changed from the current situation, where all leases expire on the same date,</p>

	Council Policy	<p>in the same year.</p> <p>In regards to potential purchasers of a leasehold home being deterred from a purchase commitment, by the brevity of the remaining lease, is entirely true.</p> <p>We doubt we were the sole individuals to be informed by a former Denmark Shire CEO, that “there is no guarantee that the current lease,” at that time, would be renewed.</p> <p>Both statements regarding an incentive to modernize and upgrade a current dwelling if surety of tenure was assured and allowing a new, full tenure of a lease to occur when a home is bequeathed, are logical reasons to initiate a new 21 year lease.</p> <p>From our personal point of view, we would expect the cost of drawing up a new lease under the above circumstances, would fall to the participants in the transaction.</p>
ISUB2182051	Name withheld in accordance with Council Policy	In reference to the Council's intention to create a policy enabling 21 year leases at Peaceful Bay- we totally support all policy suggestions as being good common sense giving all leaseholders a chance to organise their affairs with confidence.
ISUB2182053	Name withheld in accordance with Council Policy	After reviewing the new policy proposal, we fully support this proposal. We feel that giving people the opportunity to commence new lease if purchasing from an existing lessee, a transfer of lease due to bequeathment, or investing significant capital into the property would give people sense of security and confidence in the tenure. As recent purchasers of a leasehold property, a renewed 21-year lease would have provided additional security in knowing the purchase we had made was secure for 21 years, and we can see this would benefit and generate confidence for a future purchaser by having the opportunity for a 21-year lease renewal. This new policy would support the community of Peaceful Bay by providing assurance that the leasehold tenure is secure if purchasing or inherited.
ISUB2182063	Name withheld in accordance with Council Policy	We fully support the three proposed lease renewal criteria, as published, for renewal of a given lease to a new 21-year term. We see this as a very proactive approach by the Shire to provide confidence to existing leaseholders in their security of tenure of the lots at Peaceful Bay.
ISUB2182061	Name withheld in accordance with Council Policy	I am writing in total support of the policy regarding the renewal of 21-year leases at Peaceful Bay in all three of the proposals. It would definitely stabilise values of the dwellings and provide a lot more security of tenure. It would make people more likely to keep the dwellings at a higher state of repair. I hope this gets unanimous support from all councillors.
ISUB2182062	Name withheld in accordance with Council Policy	I am writing in support of the intention to create a policy to enable new 21-year leases at Peaceful Bay. I sincerely hope this outcome is achieved in the near future.
ISUB2182059	Name withheld in accordance with Council Policy	We wish to register our support for the proposal currently before council for 'changes for Peaceful Bay holiday cottage leases' which suggests creating a new policy to enable new 21-year leases to be requested by the lessee, in the circumstances of sale, bequeathment or completion of substantial development of the premises.

		We are soon to take possession of one of the cottages and look forward to many years of enjoyment by ourselves and our family.
ISUB2182057	Name withheld in accordance with Council Policy	I am completely in support of this proposal and see it as a positive move forward for the leases in Peaceful Bay.
ISUB2192070	Name withheld in accordance with Council Policy	<p>I unequivocally agree to the following: -</p> <ol style="list-style-type: none"> 1. New policy to ensure that prospective purchasers have security of tenure. 2. Existing properties can be transferred as a result of bequeathment. 3. Support capital expenditure. <p>I thank you for the opportunity to provide my feedback to the policy to renew the existing leases for a further period of 21 years.</p>
ISUB2192030	Name withheld in accordance with Council Policy	<p>With regards to the request for comments on the update to the Peaceful Bay Leasehold policy update. I fully and wholeheartedly support the proposed policy to enable new 21-year leases to be requested by a lessee, under particular circumstances. Including</p> <p>Option 1 - The lease is purchased from an existing lessee</p> <p>Option 2 - A lease is transferred to a new lessee as a result of bequeathment</p> <p>Option 3 - The lessee injects significant capital investment (over 50,000) into the premises and the improvements are completed in accordance with any required planning and building approvals</p>
ISUB2182044	Name withheld in accordance with Council Policy	<p>With regards to the request for comments on the update to the Peaceful Bay Leasehold policy update. I fully and wholeheartedly support the proposed policy to enable new 21-year leases to be requested by a lessee, under particular circumstances. Including</p> <p>Option 1 - The lease is purchased from an existing lessee</p> <p>Option 2 - A lease is transferred to a new lessee as a result of bequeathment</p> <p>Option 3 - The lessee injects significant capital investment (over 50,000) into the premises and the improvements are completed in accordance with any required planning and building approvals.</p> <p>We feel this policy will benefit the future of Peaceful Bay and eventually increase security of tenure for both the Shire of Denmark and the Lessees. Therefore, we look forward to the policy being approved and adopted.</p>

SCHEDULE OF SUBMISSIONS - COMMERCIALITY OF PEACEFUL BAY LEASEHOLD AREA

Ref No.	Name	Submission (summarised)
ISUB2292397	Name withheld in accordance with Council Policy	In regard to not being able to rent my house out I object to this being in the lease as I am a single retired age pensioner permanent resident and look forward to visiting family abroad for a few weeks every, so being able to rent it short term really helps my budget. Please consider this.
ISUB2292390	Name withheld in accordance with Council Policy	My opinion is that we should be allowed to rent out our properties. Many elderly people find it hard to come up with their annual lease and rates costs. Renting their properties can help to subsidize these costs.
ISBU22102408	Name withheld in accordance with Council Policy	<p>We are leaseholders at Peaceful Bay and support the leasehold properties being rented (Let). There is a severe shortage of rental properties in the Shire of Denmark and this has resulted in very high rent prices. Many community members are struggling to find affordable rental properties in the Shire of Denmark. Under the terms of the current Peaceful Bay lease, having around 200 Peaceful Bay dwellings lying idle for the privileged use of Peaceful Bay leaseholders does not provide a broader benefit to the Denmark community. Additional dwellings available for rent will benefit many community members, and reduced rental prices throughout the Shire may result from additional rental properties becoming available.</p> <p>Whether the leasehold properties at Peaceful Bay are only available for dwelling 6 months out of ever 12 months (and no longer than 3 consecutive months), rather than occupation all year, should be addressed separately.</p>
ISBU22102403	Name withheld in accordance with Council Policy	We are strongly in favour of the lease prohibiting properties being listed for commercial rent.
ISUB22102402	Name withheld in accordance with Council Policy	<p>It is our concern that overriding the standard lease provisions by allowing lessees to let out their properties on a commercial basis would go against the values and principles of owning a leasehold property in this small community.</p> <p>We are against commercial subletting.</p> <p>By allowing cottages to be rented out commercially invites a tenant that is unfamiliar with the rules and regulations of being a responsible leaseholder, from past experience this often attracts a lot of anti social behaviour and neighbourhood disturbance as well as a lack of consideration and respect for the coastal environment that the locals take great pride in preserving.</p>
ISBU22102406	Name withheld in accordance with	I would like to register my objection to removing our right to rent our leasehold properties in Peaceful Bay, as per the resolution make in 2014. I cannot see any legal justification or reasoning behind this decision that will have a

	Council Policy	<p>detrimental effect on the value of our properties.</p> <p>As the cost of rates and leasehold have risen considerably over the years there are many family owned houses here that are rented out for holiday accommodation to assist with covering these costs. The removal of this right may cost the loss of the holiday homes that have been in families for some 50 years or more by pricing them out of Peaceful Bay, and as renting has not been problematic for the past 8 years, I cannot see why you would consider taking away our right to rent, within the six month limit as per the original lease.</p>
ISUB2292391	Name withheld in accordance with Council Policy	<p>I do not think this should be able to be done.</p> <ol style="list-style-type: none"> 1. AirBNBs concept has always been that the owner being on-site or nearby, this will not be the case. 2. Additional strain put on the facilities at Peaceful Bay, septic, roads, water, rubbish etc. <p>I feel if the proposal went ahead and lease or rates go up because of this, then more people will need to rent out their huts to cover the increased costs. The intent for this area was never to be a commercial area for accommodation. It has always been families, friends and extended family orientated and I feel the ambiance of the hut area as we know it, will change dramatically.</p>
ISBU22102393	Name withheld in accordance with Council Policy	<p>We wish it to be known that we are not in favour of lessee's being able to rent out their Peaceful Bay properties.</p> <p>Our concern is that it could end up like Margaret River, Dunsborough etc when the village is overrun by people who have no care or respect for the people who have a genuine love of the place. We already experience anti social behaviour and vandalism on weekends and holiday times.</p>
ISUB22102410	Name withheld in accordance with Council Policy	<p>We would like it to be known that we wish to record our strong opposition to introducing these changes.</p>
ISUB22102415	Name withheld in accordance with Council Policy	<p>We do not support the commercial renting out of properties in the leasehold area of Peaceful Bay as this could have long term ramifications to our leases.</p>
ISUB22102425	Name withheld in accordance with Council Policy	<p>We generally only use the hut in the school holidays with the kids, and the wife's grandparents who were the owners of the hut before us go there to mow lawns etc occasionally.</p> <p>We have been informed by our neighbour who lives in his hut approximately 50% of the time and others, that people from the caravan park and huts that are leased out on Air BnB have been stealing firewood from huts and other unsecured items under huts (bikes, kayaks, chairs etc).</p> <p>We do not like the idea of huts being leased out as it introduces unknown people into the area. Not only as Air BnB but long term leases also.</p>

		<p>The hut community continue their lease agreements and keeping to the standards required because we love and respect the place. That is our place of rest, recuperation and making memories.</p> <p>Outsiders are tainting what used to be a relaxing holiday home, and turning it into party central.</p> <p>Only last week when I was there a house had music blaring all night, and the next morning there were people sleeping on the grass surrounded by empty cans and glass bottles.</p> <p>I understand the cost of living is going up and people probably cannot make ends meet and that's the reason for leasing / renting out the huts.</p> <p>I would suggest if payments (lease, rates) cannot be made without the money from renting out the hut, they should consider selling.</p> <p>95% of the community are doing the right thing with the small percentage causing havoc for everyone else.</p>
ISUB22102395	Name withheld in accordance with Council Policy	<p>It is noted that that it is proposed to significantly alter the subletting arrangements for these properties which was agreed to by Council in Point 5 of its letter of 20 October 2014, sent to all leaseholders at the time. No doubt some or many purchasers since that time have relied on this clause. Whilst we understand some of the background surrounding this proposal, we wish to record our strong opposition to introducing these changes. We are of the view that the lack of public consultation in this instance has contributed to the views of many leaseholders. Unless the Shire can demonstrate with more detail the reasons for these proposed changes then we shall remain strongly opposed to them.</p> <p>At this point we wish to place on record that we have never commercially rented our property however we cannot commit to what may be required in the future in this regard.</p>
ICR221080689	Name withheld in accordance with Council Policy	<p>I wish to acknowledge my support for the option of allowing leaseholders to further sub-let their premises to outside visitors.</p> <p>Our property is primarily a 'holiday home' and we only get the chance to use it once / twice a year. In the past we have received requests to let our house throughout the year and have unfortunately declined due to the current restrictions. We welcome the opportunity to allow short term stays for remuneration. This will not only allow us to cover some of the costs associated with the upkeep and running of the property, but will also ensure that our house is maintained and kept in a good and liveable standard all year.</p> <p>We believe allowing current leaseholders the opportunity to sub-let their homes will also allow someone else the opportunity to experience the beautiful, little piece of heaven that we are lucky enough to have and experience,</p>

		bringing holiday makers into the area which will no doubt have a positive effect on tourism and the broader community.
ISUB22102399	Name withheld in accordance with Council Policy	<p>I am writing to inform you that my wife and I support the proposal to prohibit the lessee from commercially renting the properties at the settlement in Peaceful Bay.</p> <p>I am somewhat concerned regarding those who are permanent residents currently. I feel there is a need for such people in so much as their presence provide some security and stability within the settlement. Not forgetting that these people are the backbone of the community regarding but not limited to: Volunteer Fire Brigade, Volunteer Sea Rescue, Peaceful Bay Progress Association and RSL Peaceful Bay Sub-Branch.</p>
ISUB22102416	Name withheld in accordance with Council Policy	<p>I believe the new lease should remain as it is now with properties being permitted to be rented.</p> <p>I have a large a large family and on occasions that we all want to be together; I would have to rent another property and perhaps two.</p> <p>I was surprised that there was no reason given for reversing the 2014 decision other than it was brought to your attention, so I'm wondering why, if it has been acceptable for the last 8 years, is it not acceptable now.</p>
ISUB2292392	Name withheld in accordance with Council Policy	<p>My stance on renting out cottages at Peaceful Bay is that it should not be allowed. It puts extra pressure on existing infrastructure and I doubt the Shire of Denmark has enough resources to police the compliance that would go with the renting out.</p> <p>Peaceful Bay was set up as a holiday accommodation (not commercial holiday accommodation). The Chalets and Caravan Park exist for that. I for one don't wish for my neighbours to rent out to whomever who don't know the rules about rubbish, dogs and carparking. The resolution in 2014 did not state that the cottages could be rented out commercially if you read it in a legal way. There seems to be a minority who wish to rent out to cover Rates and Lease cost. Many at Peaceful Bay still take it that you can't rent out.</p> <p>If recommendation is made to be able to rent out then the Leaseholders must be made aware of any increase is cost etc. and also will the Shire of Denmark then adopt similar rules that Busselton just has in regard to Holiday Accommodation. I believe the New Lease is a good document. A big no from me!</p>
ISUB22102409	Name withheld in accordance with Council Policy	<p>My stance on renting out cottages at Peaceful Bay is that it should not be allowed.</p> <p>There seems to be a minority who wish to rent out to cover Rates and Lease costs. Many at Peaceful Bay are of the understanding that you can't rent out.</p>

		<p>If recommendation is made to be able to rent out cottages, then the Leaseholders must be made aware of any increase cost etc.</p> <p>I believe the new lease is a good document.</p>
ISUB22102394	Name withheld in accordance with Council Policy	<p>I do not agree to the cottages being let out. The cottages are primarily for the use of the lessee and their family and friends. The lessees may allow others to utilise their cottages but they should not charge rent because if rent is collected it then becomes a “business” venture for profit.</p> <p>The clause not permitting sub-letting or renting out is there to protect the Peaceful Bay leasehold from becoming a commercial holiday accommodation area and should remain in the new lease. The environment and present infrastructure cannot sustain this type of activity; therefore, I do not support the leasehold cottages being let out commercially.</p> <p>There is a backpackers, chalets, a caravan park and Nutkin Lodge already providing accommodation. If lessees need to let out their cottages in certain circumstances, they should apply to the Shire of Denmark for approval to do so.</p>
ICR221080887	Name withheld in accordance with Council Policy	<p>Regarding the issue of properties being let out commercially, we do not support this proposal.</p> <p>We agree with the proposed draft lease that properties are not ‘let out’ for commercial holiday accommodation.</p> <p>We believe commercially letting out homes would have a negative impact on many aspects of the Peaceful Bay community including the upkeep and care of the area and homes, and the strong connected community feel Peaceful Bay currently has.</p>
ICR221080783	Name withheld in accordance with Council Policy	<p>We have no intention of renting out our house and have no firm opinion either way. However, we do feel that first consideration should be given to the opinions of the permanent residents as it will be their lifestyles that will be affected if renting is permitted.</p>
ISUB22102414	Name withheld in accordance with Council Policy	<p>I have no objections to people wanting to rent out their houses as long as it does not affect, or increase, the rates/ lease on the houses of people who do not rent out their houses as I will only be using my house as a holiday residence for my family only.</p>
ISUB2292400	Name withheld in accordance with Council Policy	<p>My husband and I are united in the opinion that as a long term practice it will have a detrimental effect on the limited recourses of water and also on the current septic systems. Also, it is very difficult to control any noisy or unsociable behaviour when the tenants are not known to the community.</p> <p>Whilst we regularly use and have previously owned property let out for accommodation with ‘Stayz’ and ‘Air BnB’</p>

		and understand its merits we feel that the unique environment at Peaceful Bay is not suited to this kind of commercial venture.
ISUB22102420	Name withheld in accordance with Council Policy	<p>In relation to the “commercial” letting of leasehold properties at Peaceful Bay:</p> <ol style="list-style-type: none"> 1. I believe any formal recognition via changes to the existing lease – Sep/Oct 2014 resolutions and communications to Council aside – in order to facilitate commercial / advertised lease of cottages, opens up a complex range of issues relating to tenancy laws, compliance and other such matters. 2. Such requirements, attendant to formal advertised offers to lease, could not be addressed individually and therefore would indiscriminately bind leaseholders who do not wish to lease or more specially advertise for lease, their cottages. 3. I acknowledge there may be those residing in cottages who are paying a consideration ranging from simple care and upkeep to money, who may find it difficult should they be unable to sustain their present accommodation arrangements due to any formal changes. 4. I also acknowledge that many leaseholders allow friends and family to utilise their cottage and they should be able to receive monetary favour for this as a contribution to utilities etc. I am thinking of periods of residency which (traditionally at least) have not arisen from advertised sub-let, rather something less formal and distinctly non-commercial as referred to in point 3 above. 5. I’m sure ‘Air BnB’ has been / will be mentioned throughout these discussions. The argument for “economic choice” or freedom to earn income from “my asset” does not stand: (a) not your asset, is you lease; and (b) if the leaseholder wishes to negative gear, maximise income, flog it out to all and sundry, turn the Bay into Koh Samui etc etc – they should have purchased elsewhere. Knew the rules when you joined the game. 6. The proposed change to the lease to restart a 21 year term at transfer is of course a sound proposal and overall adds to the security and permanency of tenure which could only be positive. 7. I hope we can find a way to sustain the present low key, non-commercial “sharing” of our cottages to avoid reaching a fork in the road where there are only two choices, each of which could require yet more regulation, enforcement and of course expense, and which will negatively affect what is a unique and highly valued part of many families’ lives.
ISUB22102419	Name withheld in accordance with Council Policy	<p>I would like to see the status of our properties left ‘as is’ regarding the rental, our fees to keep the property are not cheap and the occasional rent received helps to offset this. Can I ask why this decision has been reversed? I hope our new lease will include being able to rent our properties.</p>
ISUB22102405	Name withheld in accordance with Council Policy	<p>While I have no interest in renting my property, I have no concern for those that do wish to obtain some income from renting their properties out at all. I do believe that there will be a benefit for some that are struggling to hang on to their properties with the ever increasing rate rises and this could help to ease the financial pain for them. Peaceful Bay has become a very expensive commodity to hang on to these days.</p> <p>The only concern that I do have is if there would be any impact on the caravan park. Consultation with the</p>

		caravan park owners would be a fair thing to do and hopefully come out with a happy medium for all concerned where everyone benefits.
ISUB22102424	Name withheld in accordance with Council Policy	We are a large extended family and every year we like to holiday together at Peaceful Bay. We have been able to rent homes from other lessees (legally, since a council resolution of 2014) to enjoy these family holidays. If the ability to sub let is taken away from the lessees in the new lease, how are families like ours and the wider community able to enjoy holidays at Peaceful Bay? The caravan park is at capacity in the summer and not always an option.
ISUB22102401	Name withheld in accordance with Council Policy	We would like to be able to rent out our property from time to time. It would help use pay for improvements and upkeep and the ongoing costs.
ISUB22102396	Name withheld in accordance with Council Policy	We don't support the letting of leasehold properties. Any commercial activity at Peaceful Bay should happen in the freehold area.
ISBU2292389	Name withheld in accordance with Council Policy	With regards to the ability of tenants to sublet their property, although we do not do this for our property, I am aware of a select few that do. I am supportive of the same or similar wording to the previous shire resolution continuing or being included in the Lease such that Leaseholders are able to sublet their property for a period of no more than 3 consecutive months or a total of 6 months per year. This should replace the existing wording in Section 7 – Assignment & Subletting.
ISUB22102411	Name withheld in accordance with Council Policy	I wish to register an objection to this practice and support the Shire's intention to prohibit commercial renting.
ISUB2292398	Name withheld in accordance with Council Policy	If properties at Peaceful Bay are currently being listed for commercial renting, due to the resolution in 2014 which allowed this practice, the relevant lessees will be reluctant to stop despite a ban, and my thoughts are that it would be difficult to police this matter. As long as those renting the properties do not act in a manner to spoil the ambience of the Bay in any way, it could be in the interests of tourism to allow the renting to continue. And maybe some of those who are renting their cottages are doing so to raise the almost \$4,000 annual rates / rent they are required to pay to the Shire for their little piece of heaven.
ISUB22102412	Name withheld in accordance with Council Policy	We wish to register our support for commercial leasing of properties within the lease hold areas subject to the following conditions: Short stay accommodation only, with a maximum of one month per stay.

		<p>This allows lease holders to rent out their properties for holiday accommodation only and not long term stay.</p> <p>We feel this is appropriate for the Recreation and Camping zoning of the area.</p>
ISUB22102407	Name withheld in accordance with Council Policy	<p>I would like to take this opportunity to inform you that myself and my family do not support lessees renting their properties on a commercial basis.</p> <p>In my opinion, Peaceful Bay is a unique holiday village with a historical culture that needs to be preserved. Our family through generations have continued to remain passionate and committed to continuing the safe, relaxed, congenial and peaceful culture that is exclusive and extremely rare that us, that the older family members have experienced since the 1950s.</p>
ISUB22102421	Name withheld in accordance with Council Policy	<p>In 2014 the Shire consulted the Minister's office and it was deemed that Peaceful Bay Cottages could be rented as per the council resolution. This was because they are deemed holiday accommodation, can only be used for 6 months already and are vested in the Shire for this purpose i.e. holiday accommodation. I think that this should remain as is. Renting of cottages ensures that in peak periods, illegal camping and overcrowding cottage blocks is minimised. It also provides other accommodation options where there is very little commercial accommodation available. I would be really disappointed if the Shire made an arbitrary decision to remove this right and seek to have the current lease updated to include this.</p>