

# SUB LEASE

DENMARK VISITORS CENTRE

## PARTICULARS OF SUB LEASE OF DENMARK VISITORS CENTRE

The Sub Lessor has agreed to grant and the Sub Lessee has agreed to take a Sub Lease of the Leased Premises subject to the guarantee of the guarantor on the terms of this Sub Lease.

This Sub Lease is made up of:

The Particulars of Sub Lease;

The Operative Part;

The Head Lessor's Consent; and

The Minister's Consent pursuant to section 18(2)(b) of the *Land Administration Act 1997* (WA)

In case of contradiction, the Particulars of Sub Lease shall prevail over the other parts.

NO	ITEM	DETAILS
1.	Date	[date]
2.	Sub Lessor	Denmark Chamber of Commerce Inc ABN 62 127 248 004 73 South Coast Highway, Denmark WA 6333 Tel: (08) 9848 2065 Email: manager@denmarkchamber.com.au
3.	Sub Lessee	[Name] [Address] Tel: Mob: Email:
4.	The Sub Leased Premises	The portion marked in red on the <b>attached</b> sketch of the property at 73 South Coast Highway, Denmark WA more particularly described as Reserve 48198, Lot 501 on deposited plan 61023 registered under certificate of title volume LR3157 folio 222.
5.	The Head Lease	A lease dated 20 December 2021 and made between Shire of Denmark as Head Lessor and Denmark Chamber of Commerce as Head Lessee of the Leased Premises.

6.	Term	<b>[Length]</b>  NOTE: the Term granted to the Sub Lessee by the Sub Lessor must not exceed the term of the Head Lease (that is, 30 November 2024 less one day)
7.	Commencement date	<b>[Date]</b>
8.	Place for payment of rent	Payable by direct debit monthly by EFT into the following account:  Name: Denmark Chamber of Commerce  Bank: National Australia Bank Limited  BSB: 086 – 595  Account Number: 02821 1483
9.	Rent	For rent of the Sub Leased Premises - \$650 per month
10.	Guarantors	<b>[Name/Not applicable]</b>
11.	Special conditions	

## EXECUTION

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The parties and the Guarantors (if any) have executed this Sub Lease as a Deed on the day and year specified in Item 1 of the Particulars of Sub Lease.

### SUB LESSOR'S EXECUTION

**Executed by Denmark Chamber of Commerce Incorporated t/as Denmark Chamber of Commerce**

in accordance with section 127 of the Corporations Act 2001:

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**President**

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**Treasurer**

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**Print Name**

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**Print Name**

### SUB LESSEE'S EXECUTION

By executing this Sub Lease the Sub Lessee:

- (a) acknowledges having read and understood this Sub Lease, and in particular any terms of this Sub Lease which may be seen to favour the Sub Lessor over the Sub Lessee, prior to signing it;
- (b) acknowledges having been given an opportunity to negotiate the terms of this Sub Lease with the Sub Lessor; and
- (c) agrees to be bound by the terms of this Sub Lease.

Insert appropriate execution panel here

### GUARANTOR'S EXECUTION

Acknowledgement and signing by Guarantor

By executing this Sub Lease the Guarantor:

- (a) acknowledges that the Sub Lessor has recommended to **him/her** that **he/she** seek independent legal and financial advice before agreeing to give the guarantee and indemnity in clause 12 of this Sub Lease;
- (b) acknowledges having made **his/her** own inquiries about the credit worthiness, financial position and honesty of the Sub Lessee;

- (c) acknowledges having read and understood this Sub Lease, and in particular any terms in this Sub Lease which may be seen to favour the Sub Lessor over the Guarantor, prior to signing it; and
- (d) agrees to be bound by the guarantee and indemnity contained in clause 12 of this Lease.

Insert appropriate execution panel here

## OPERATIVE PART

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- A. The Sub Lessor is the Lessee of the Leased Premises pursuant to the terms of a Lease which lease and other documents (if any) are, in this Sub Lease, together referred to as the Head Lease for the Term and upon and subject to the covenants and conditions contained in the Head Lease.
- B. The Sub Lessor has agreed to sub-let the Leased Premises to the Sub Lessee upon the terms and conditions set out below.
- C. The Sub Lessor and the Sub Lessee covenant and agree to the Sub Lease by the Sub Lessor to the Sub Lessee of the Leased Premises at the Rent reserved by and upon and subject to the terms, covenants and conditions set out in this Sub Lease and to the covenants and powers implied in every memorandum of lease by virtue of the *Transfer of Land Act 1893 (WA)* as amended so far as not expressly or by necessary implication negated or modified by this Sub Lease and agree and declare as follows:

### 1 TERM

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- (a) The Sub Lessor sub-lets the Leased Premises to the Sub Lessee for the Term commencing on the Commencement Date provided that if the Sub Lessor has exercised the right of renewal (if any) under the Head Lease and if the Sub Lessee is desirous of continuing the tenancy created by this Sub Lease for the Further Term (if any) then unless this Sub Lease shall have already been determined the Sub Lessee shall at least three (3) calendar months prior to the date of expiration of this Sub Lease give to the Sub Lessor written notice of such desire then the Sub Lessor shall let the Leased Premises to the Sub Lessee for the Further Term at the appropriate rental reserved in this Sub Lease and subject in all other respects to the same terms and conditions as herein contained except this provision for renewal.
- (b) The Sub Lessor shall have the right to refuse to grant such further term if the Sub Lessee shall at any time have failed to duly and punctually pay the rental reserved by this Sub Lease or if the Sub Lessee shall at the time of exercising the option to renew the Term be in default under any of the other provisions, terms, conditions and provisions of this Sub Lease and on the part of the Lessee to be performed and observed.

## **2 PLACE OF PAYMENT OF RENT**

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- (a) All payments of Rent under this Sub Lease shall be made at the place for payment of rent without any prior demand and without any abatement, deduction or set-off whatsoever.

## **3 PAYMENT OF RENT**

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- (a) The Sub Lessee shall pay Rent to the Sub Lessor 1 month in advance in the amount set out in item 9 of the Particulars of Sub Lease during the term of this Sub Lease.
- (b) The first payment of rent shall be made on the date specified in item 7 of the Particulars of Sub Lease.

## **4 RATES, TAXES AND OUTGOINGS**

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- (a) The Sub Lessee must pay when due or reimburse to the Sub Lessor any rates, taxes and outgoings separately levied upon or incurred in respect of the Leased Premises. The Sub Lessee must pay punctually for all water, gas, electricity, telephone, heat and other utilities that are connected to the Leased Premises.
- (b) The Sub Lessor may notify the Sub Lessee that it is required to pay any rates, tax or outgoings after the Sub Lessor has been notified by the relevant body that it is due for payment. The Sub Lessee is to pay the amount due whether or not the rates, tax or outgoings are payable by the Sub Lessor immediately or at some later time and whether or not the Sub Lessor has paid it.
- (c) If the period for which any rates, tax or outgoings are payable does not coincide with the sub-lease year, the amount the Sub Lessee must pay in the first year of the Sub Lease will be adjusted proportionally. In the last year of the sub-lease, the Sub Lessee must pay the full amount for the period, but the amount paid will be adjusted at the end of the Sub Lease and the Sub Lessor will pay to the Sub Lessee the amount necessary to make the adjustment.

## **5 INCORPORATION OF TERMS OF HEAD LEASE**

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- (a) Save as is expressly or by necessary implication hereby varied this Sub Lease is made upon the same terms and subject to the same agreements on the part of the Head Lessor and the Sub Lessor and the same powers and conditions as expressed or contained in the Head Lease as if the same were set forth at length in this Sub Lease.

## **6 SUB LESSEE'S COVENANT TO OBSERVE TERMS OF HEAD LEASE**

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- (a) The Sub Lessee covenants and agrees with the Sub Lessor that the Sub Lessee will observe and perform such of the terms, covenants and conditions as are contained in the Head Lease as ought on the part of the Sub Lessee to be observed and performed.
- (b) Without limiting the operation of clause 5 of this Sub Lease during the last three (3) months of the Term or upon any sooner termination by the Sub Lessor hereunder the Sub Lessee shall paint with two coats of good quality washable paint (of colours to be approved by the Sub Lessor in writing) and in a proper manner those parts of the Leased Premises as are now painted and to re-decorate in any other fashion (with suitable materials of good quality approved of by the Sub Lessor in writing and in a proper manner) all such parts of the Leased Premises as have been previously or are usually so decorated.

## **7 INDEMNITY**

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- (a) The Sub Lessee will at all times from and including the Commencement Date indemnify and keep indemnified the Sub Lessor and the Sub Lessor's successors in title against all actions, claims, demands, suits, costs, charges, expenses and damages whatsoever arising from the Sub Lessee's use or occupation of the Leased Premises by reason of any breach or non-observance of any of the terms, covenants, conditions or stipulations reserved, contained or implied in the Head Lease or in this Sub Lease and which the Sub Lessee has covenanted to observe and perform.

## **8 THE SUB LESSOR'S COVENANT**

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- (a) The Sub Lessor covenants and agrees with the Sub Lessee to observe and perform the terms, covenants and conditions of the Head Lease and to promptly pay all rents and other outgoings payable by the Sub Lessor pursuant to the terms of the Head Lease.
- (b) Nothing expressly or impliedly contained in this Sub Lease shall release the Sub Lessee from payment of any monies due by the Sub Lessee pursuant to this Sub Lease.

## **9 RIGHT OF RE-ENTRY**

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- (a) The right of re-entry reserved by the Head Lease shall be exercisable by the Sub Lessor not only in the events mentioned in the Head Lease as qualified by this Sub Lease but also in the event of non-payment of the Rent or any part or parts of the



Rent or in the event of the non-observance or non-performance of the covenants and conditions contained or by reference included in this Sub Lease.

## **10 MAINTANANCE AND ALTERATIONS**

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- (a) The Sub Lessee must at all times at its own cost maintain the Leased Premises in the same condition as existed on the Commencement Date except in respect of fair wear and tear.
- (b) The Sub Lessee must not make any structural alterations to the Sub Lease Premises without the prior written consent of the Sub Lessor and the Sub Lessee must at its own cost reinstate the Leased Premises, if required by the Sub Lessor, at the expiration of this Sub Lease.

## **11 COMMON AREAS**

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- (a) To the extent necessary, the Sub Lessee shall have a right of ingress to and egress from the Leased Premises. The Sub Lessee will be permitted gratuitous use of all common areas, marked in green on the **attached** sketch, and in turn will do nothing which will inhibit or prevent the use of these areas by other occupants, their clients, customers, invitees or suppliers.

## **12 GUARANTEE**

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- (a) In consideration of the Sub Lessor entering into this Sub Lease at the request of the Guarantor (if any) the Guarantor guarantees to the Sub Lessor the due payment of all monies covenanted to be paid or which may be or become payable under this Sub Lease and the due performance, observance and fulfilment by the Sub Lessee of all of the covenants, provisos and conditions contained in this Sub Lease and on the part of the Sub Lessee to be performed observed and fulfilled.
- (b) The liability of the Guarantor shall not be affected by the granting of time or other indulgence or concessions to the Sub Lessee or by the compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights of the Sub Lessor against the Sub Lessee or by any neglect or omission to enforce such rights.
- (c) That until the Sub Lessor has received all monies covenanted to be paid or which may be payable under this Sub Lease neither the Sub Lessee nor the Guarantor shall be entitled on any ground whatsoever to prove in relation to any assets in any bankruptcy, liquidation or winding up in competition with the Sub Lessor so as to diminish any dividend or payment which but for such proof the Sub Lessor would

be entitled to receive in relation to any asset in any bankruptcy liquidation or winding up.

- (d) This Guarantee is a continuing guarantee and is to remain in full force and effect until the payment of all monies and the due performance, observance and fulfilment by the Sub Lessee of all of the covenants on the part of the Sub Lessee to be performed observed and fulfilled in accordance with the terms of this Sub Lease.
- (e) This Guarantee shall extend not only to the payment of monies covenanted to be paid under the terms of this Sub Lease or which may be or become payable under the terms of this Sub Lease and the due performance, observance and fulfilment by the Sub Lessee of all of the covenants, provisos and conditions contained or referred to in this Sub Lease and on the part of the Sub Lessee to be performed, observed and fulfilled but also to any extension of the Term and to the payment of all monies therein contained to be paid or which may be or become payable there under and the due performance, observance and fulfilment by the Sub Lessee of all of the covenants provisos and conditions therein contained and on the part of the Sub Lessee to be performed observed and fulfilled.

### **13 SPECIAL CONDITIONS**

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- (a) Notwithstanding anything contained in this Sub Lease the Special Conditions shall form part of and be deemed to be incorporated in this Sub Lease.

### **14 COSTS**

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- (a) The costs of and incidental to the negotiation, preparation, drawing, engrossing and completion of this Sub Lease in triplicate and all stamp duty assessed on this Sub Lease shall be borne and paid by the Sub Lessee.

### **15 GOODS AND SERVICES TAX**

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- (a) In addition to the Rent, Outgoings and all other monies payable by the Sub Lessee pursuant to the terms of this Sub Lease, the Sub Lessee shall pay all Goods and Services Tax (if any) levied from time to time in respect of such Rent, Outgoings or other monies.

### **16 INTERPRETATION**

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In this Deed unless the context otherwise requires:

- (a) Words importing the singular number shall refer to and include the plural number and vice versa.

- (b) Words importing persons shall include partnerships, companies, corporations and public bodies.
- (c) Words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- (d) Where any party to this Sub Lease (including the Sub Lessor, the Sub Lessee and the Guarantor) consists of more than one person, every covenant agreement declaration or other provision entered into by that party shall be deemed to have been entered into by each person comprised in that party both jointly and severally.
- (e) Goods and Services Tax shall mean and include the Goods and Services Tax created by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended, varied and replaced from time to time.

## **17 GOVERNING LAW**

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- (a) This Sub Lease shall be interpreted in accordance with the laws of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of the Courts of Western Australia.

## HEAD LESSOR'S CONSENT

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**SHIRE OF DENMARK ABN 24 355 062 623** being the Head Lessor CONSENTS to the above Sub Lease PROVIDED THAT such consent is restricted to the particular Sub Lease herein authorised and save as aforesaid the covenants in the Head Lease against sub-letting, assignment, transfer or parting with possession of the Leased Premises or any part thereof or the Head Lease or any estate or interest therein shall continue to apply and remain in full force and effect provided further that nothing in this Sub Lease shall release the Sub Lessor from any obligation, term, covenant or condition contained in the Head Lease on the part of the Sub Lessee to be observed and performed.

The common seal of **SHIRE OF DENMARK ABN 24 355 062 623** was hereunto affixed by authority of resolution of the Council in the presence of:

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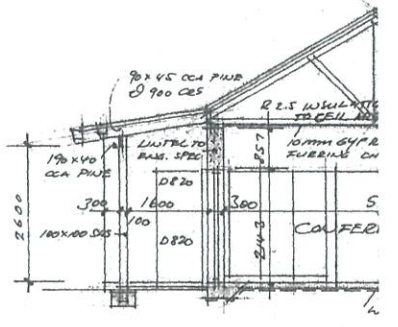
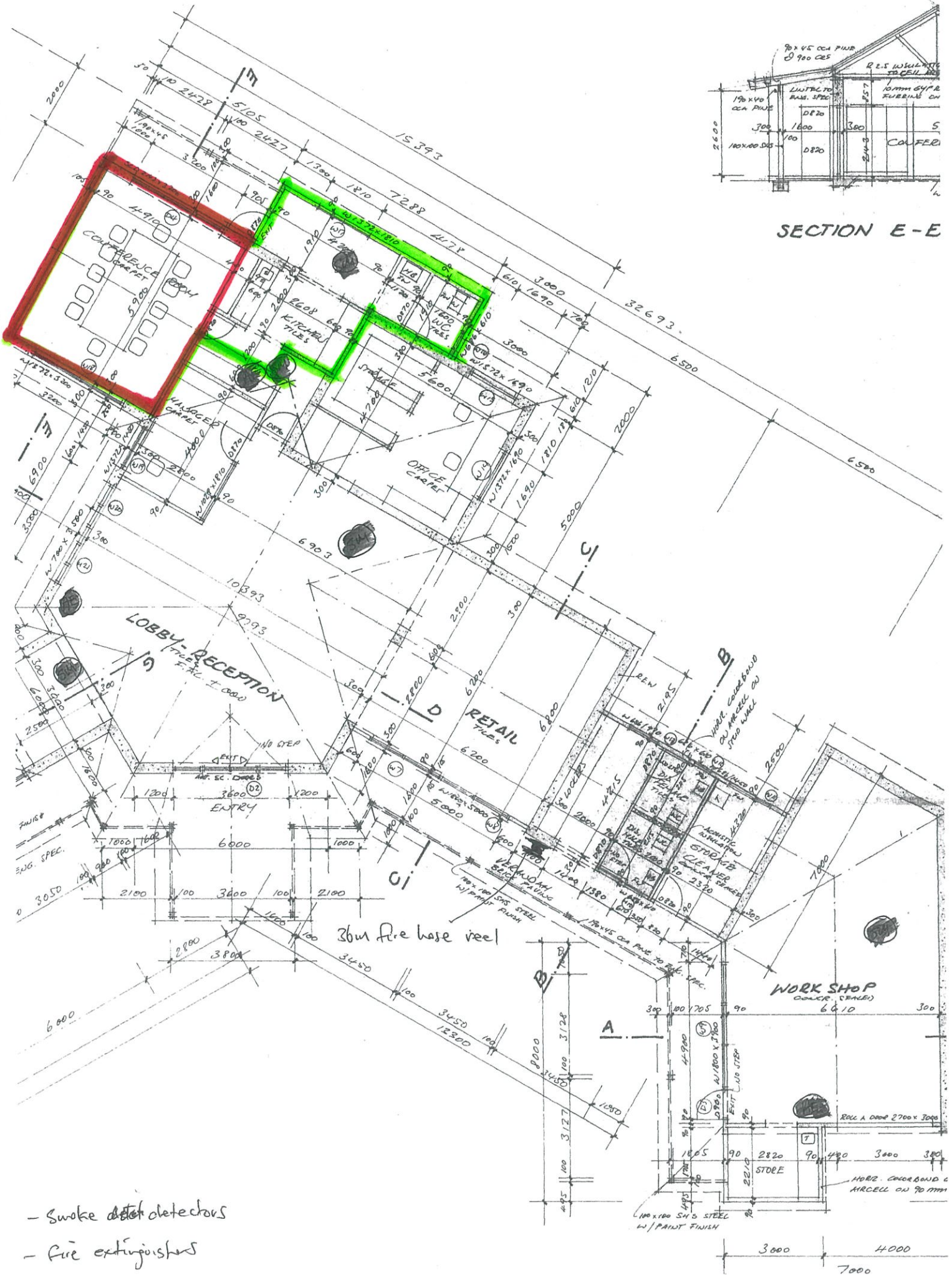
THE SHIRE PRESIDENT

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CHIEF EXECUTIVE OFFICER

**THE MINISTER'S CONSENT [written approval of minister required]**  
Pursuant to section 18(2)(b) of the *Land Administration Act 1997* (WA)

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- Smoke detector detectors
- Fire extinguishers