

LEASE

SHIRE OF DENMARK
[Lessor]

and

DENMARK LIONS CLUB INCORPORATED
[Lessee]

Part of Lot 952 on Deposited Plan 39348

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Parties

1. **Shire of Denmark** of 953 South Coast Highway, Denmark, Western Australia 6333 (**Lessor**)
2. **Denmark Lions Club Incorporated** [A0800058X] of PO Box 97, Denmark, Western Australia 6333 (**Lessee**)

Agreed terms

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

1. Definitions and interpretation

1.1 Terms in Reference Schedule

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

1.2 Definitions

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

CEO means the person employed as the Chief Executive Officer of the Lessor from time to time;

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

Commencing Date means the commencing date specified in the Reference Schedule;

Financial Year means 1 July to 30 June;

Land means the land described in the Reference Schedule;

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

Lessee's Property means any property owned by the Lessee on the Premises including but not limited to the items specified in the Reference Schedule;

Lessor's Property means any property owned by the Lessor on the Premises including but not limited to the items specified 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 area described in the Reference Schedule and includes the Lessor's Property;

Permitted Use means the use described in the Reference Schedule;

Services means all utilities and services to the Premises;

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

- floors;
- masonry;
- roof covering and roof structure;
- footings and foundations;
- painting of external surfaces;
- outer walls of any construction but does not include windows, doors, doorframes, and door furniture;
- ceilings; and
- Sewerage, drainage and water supply but does not include taps and other visible water fittings.

Term means the term of this Lease specified in the Reference Schedule and includes the further term as applicable; and

Termination Date means the date of termination of this Lease specified in the Reference Schedule.

1.3 Interpretation

- (a) Reference to:
- (i) the singular includes the plural and the plural includes the singular;
 - (ii) a person includes a body corporate;
 - (iii) a party includes the party's executors, administrators, successors and permitted assigns;
 - (iv) "month" or "monthly" means calendar month or calendar monthly; and
 - (v) a right includes a remedy, authority or power.
- (b) If a party consists of more than one person, this Lease binds them jointly and each of them severally.
- (c) Headings are for convenience only and do not form part of this Lease or affect its interpretation.

2. Reserve, term and holding over

2.1 Reserve

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

2.2 Term

The Lessor leases the Premises to the Lessee for the Term commencing on the Commencing Date.

2.3 Monthly Tenancy

If the Lessee continues to occupy the Premises after the Term with the Lessor's consent then:

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

3. Rent and rent reviews

3.1 Rent

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

4. Operating Expenses

4.1 Expenses Due to Lessee's Use

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

4.2 Goods and Services Tax

(a) Consideration is exclusive of GST

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

(b) Recovery of GST

If a Supply under this Lease is subject to GST:

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

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

(c) Adjustment of additional amount

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

- (i) the supplier must promptly issue an Adjustment Note to the Recipient; and

- (ii) an amount equal to the difference must be paid by the supplier to the Recipient, or by the Recipient to the supplier, as appropriate.

(d) **Reimbursement**

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

(e) **Definitions**

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

5. Use of the Premises

5.1 Permitted Use

The Lessee must only use the Premises for the Permitted Use.

5.2 Restrictions on Use

The Lessee must not:

- (a) disturb lessees or owners of adjacent premises;
- (b) overload any Services;
- (c) damage the Lessor's Property;
- (d) alter the Premises, or do any building work without the Lessor's prior consent;
- (e) do anything that may invalidate the Lessor's insurance or increase the Lessor's premiums or risk; or
- (f) damage, destroy or remove any native vegetation on the Premises without the CEO's consent other than pruning, trimming or cutting vegetation with the intention of keeping the premises neat and tidy.
- (g) Not allow anything to be done or to occur in or about the Premises which is noxious, offensive or audibly or visually a nuisance.

5.3 No warranty as to Use

The Lessor 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 Lessee must comply with any Official Requirement concerning the Premises, the Lessee's Property or the Lessee's use or occupation of the Premises.

5.5 Registration of Lease and Caveats

The Lessee must not register the lease at Landgate 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 Lessee shall be entitled to lodge a "Subject to claim" caveat against the certificate of title to the land of which the Premises forms part.

6. Maintenance and repair

6.1 Repair

- (a) The Lessee must:
 - (i) keep and maintain the Premises in good repair, order and condition including painting of internal surfaces; and
 - (ii) fix any damage caused by the Lessee or the Lessee's Employees.
- (b) The Lessee is responsible for Structural Building Repairs and may do any repairs or maintenance to the Premises. The Lessor will not be responsible for any repairs or maintenance or for the cost of supplying services to the leased Premises.

6.2 Cleaning and Maintenance

The Lessee 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 Lessee's Property clean and maintained in good order and condition.

6.3 Not to pollute

- (a) The Lessee 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 Lessee 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 Lessor and all relevant authorities having control over the disposal of waste matter and the protection of the environment.

6.4 Lessor's right to inspect and repair

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

6.5 Notice of damage or defect in services

The Lessee must promptly give the Lessor notice of:

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

7. Assignment and subletting

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

- (c) In determining whether or not to give consent to a proposed assignment or subletting, it is reasonable for the Shire to take into account the following matters:
 - (i) Whether the proposed tenant will trade in competition with other local businesses;
 - (ii) The effect on other local businesses of the proposed assignment or subletting;
 - (iii) Whether the proposed tenant or sub-tenant will receive an advantage over other local businesses, or be perceived by members of the wider community as receiving an advantage, because of the proposed assignment or sublease;
 - (iv) The credit history and financial viability of the proposed Assignee or sub-lessee.
- (d) The Shire may set reasonable conditions upon the proposed Assignment or subletting which may include:
 - (i) Compliance with any legal requirements upon the Shire relating to disposal of Local Government Property to a third party;
 - (ii) A reasonable public advertising period for potential tenants;
 - (iii) Reasonable requirements to establish a commercial market rent; and
 - (iv) Provision of information from the tenant about its financial status and trading record.

8. Insurances and indemnities

8.1 Lessee's insurance

The Lessee must effect & keep effected in respect of the Premises and use of the Premises adequate:

- (a) building insurance; and
- (b) public risk insurance in any amount not less than \$20,000,000 in respect of any one claim.

8.2 Lessee's policies

All policies under this clause 8 must be acceptable to the Lessor and endorsed to note the interest of the Lessor as Lessor of the Premises.

8.3 Proof of insurance policies

The Lessee must give the Lessor evidence of its insurance if the Lessor asks for it.

8.4 Lessee's release and indemnity

- (a) The Lessee occupies and uses the Premises at its own risk.
- (b) The Lessee releases the Lessor 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 Lessee'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 Lessor's or Minister for Land's deliberate act or negligence; and

(ii) if it arises from the negligence or default of the Lessee or the Lessee's Employees, except to the extent that it is caused by the Lessor's or Minister for Land's deliberate act or wilful negligence.

(c) The Lessee releases the Lessor and the Minister for Lands from and indemnifies them against any Claim or costs arising from anything the Lessor is permitted to do under this Lease.

9. Work Health and Safety Act

(a) The Lessee acknowledges and agrees that for the purpose of the *Work Health and Safety Act 2020 (WA)* (**Act**) the Lessee has the control of the Premises and all plant and substances on the Premises.

(b) The Lessee releases and indemnifies the Lessor from and against any claim against or obligation or liability of the Lessor under any work health and safety legislation as defined in the Act, except to the extent that any breach of the Act is contributed to by the Lessor's deliberate act or negligence.

10. Default and termination

10.1 Default

The Lessee defaults under this Lease if:

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

10.2 Forfeiture of Lease

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

- (a) re-enter and take possession of the Premises and by notice to the Lessee, terminate this Lease;
- (b) by notice to the Lessee, 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 Lessee any loss suffered by the Lessor due to the Lessee's default.

10.3 Consequences of Default

(a) Repudiation

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

(ii) The essential terms are:

- (A) to pay Rent (clause 3.1);
- (B) to pay Operating Expenses (clause 4.1);
- (C) to use the Premises for only the Permitted Use (clause 5.1);
- (D) to comply with Official Requirements (clause 5.4);
- (E) to repair and maintain (clause 6);
- (F) not to assign, sublet or deal with the Lease without consent (clause 7);
- (G) not to advantage members over non-members (special condition 10.1);
- (H) not to allow commercial use by third parties other than in prescribed circumstances (special condition 10.2).

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

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

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

(c) **Liquidated Debt**

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

10.4 Waiver

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

10.5 Interest on Overdue Money

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

11. Termination of Term

11.1 Termination by Notice

- (a) The Lessee may terminate this Lease by giving 6 months' written notice to the Lessor notwithstanding that the term of the Lease has not expired.
- (b) In the event of this Lease being terminated pursuant to subclause 11.1(a) each Party will retain its rights against the other in respect of any past breach of this Lease.

11.2 Lessee's obligations

On termination the Lessee must:

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

11.3 Failure to Remove Lessee's Property

If the Lessee does not remove the Lessee's Property at the end of the Term, the Lessor may:

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

12. General

12.1 Notices

(a) In Writing

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

(b) Notice of Address

The Lessee must promptly notify the Lessor of its address and telephone number or email address and update the notice if any changes occur.

(c) Service of Notice on Lessee

The Lessor may serve a notice on the Lessee by:

- (i) giving it to the Lessee personally;
- (ii) sending it to the Lessee's email address; or
- (iii) posting it to the Lessee's last known address.

(d) Service of Notice on Lessor

The Lessee may serve a notice on the Lessor by leaving it at, or posting or emailing it to the Lessor's office set out in Item 2 of the Reference Schedule.

12.2 Costs

The Lessee must pay the Lessor:

- (a) duty (if any) on this Lease; and
- (b) the Lessor's reasonable legal fees and outlays:
 - (i) relating to any assignment or subletting;
 - (ii) arising from any breach of this Lease by the Lessee;
 - (iii) for any Lessor's consent under this Lease.

- (c) half of any of the lessor's reasonable legal expenses associated with any substantial amendments to the Lease that are not requested by either party (for example, if they are required by law or due to a change in circumstances beyond either party's control).

13. Option of Renewal

- (a) The Lessor hereby grants to the Lessee the option to renew this Lease for the further term or terms (if any), specified in Item 5 of the reference schedule, so long as the term of the lease plus any option does not exceed 21 years, upon the terms, covenants, conditions and restrictions of this Lease (excepting any exercised right of renewal). The Lessee may exercise such option if and only if:
 - (i) the Lessee has first given to the Lessor written notice of such exercise of option not less than 3 months and not more than 6 months prior to the expiration of the Term; and
 - (ii) the Lessee is not, at the time of giving the notice under this clause in breach of any of the terms, covenants or conditions of this Lease.

14. Damage and destruction

14.1 Definitions

In this clause 14:

- (a) **abatement notice** means a notice given under clause 14.2(a);
- (b) **reinstatement notice** means a notice given by the Lessor to the Lessee of the Lessor'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 Lessee.

14.2 Abatement

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

14.3 Either party may terminate

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

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

14.4 Lessee may terminate

If the Lessor gives a reinstatement notice to the Lessee and does not commence the reinstatement works within a reasonable time, the Lessee may terminate this Lease by giving not less than 2 months' notice to the Lessor 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. Organisations

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

18. Lessor's Consent

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

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

19. Property Law Act

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

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

Schedule 1 - Reference Schedule

1. Lessor/Lessor

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

2. Lessee/Lessee

Denmark Lions Club Incorporated [A0800058X]
of PO Box 148, Denmark, Western Australia

3. Land

3.1 Reserve

Crown Reserve 30277, subject of Management Order I633138.

3.2 Reserve Purpose

Historical Precinct, Recreation and Community Purposes.

3.3 Premises

Part of Lot 952 on Deposited Plan 39348, Qualified Certificate of Crown Land Title Volume LR3128 Folio 653, as shown in Appendix 1.

4. Term

4.1 Period

21 years

4.2 Commencing Date

1 November 2024

4.3 Termination Date

31 October 2045

5. Further term

5.1 Period

Nil

5.2 Commencing Date

Not applicable

6. Rent

\$1.00 per annum (plus GST)

7. Permitted Use

For carrying on activities associated with the purposes set out in the Standard Lions Club Constitution.

8. Lessor's Property

Nil

9. Lessee's Property

All structures, improvements, buildings, fixtures and fittings.

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 Rate Concession

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

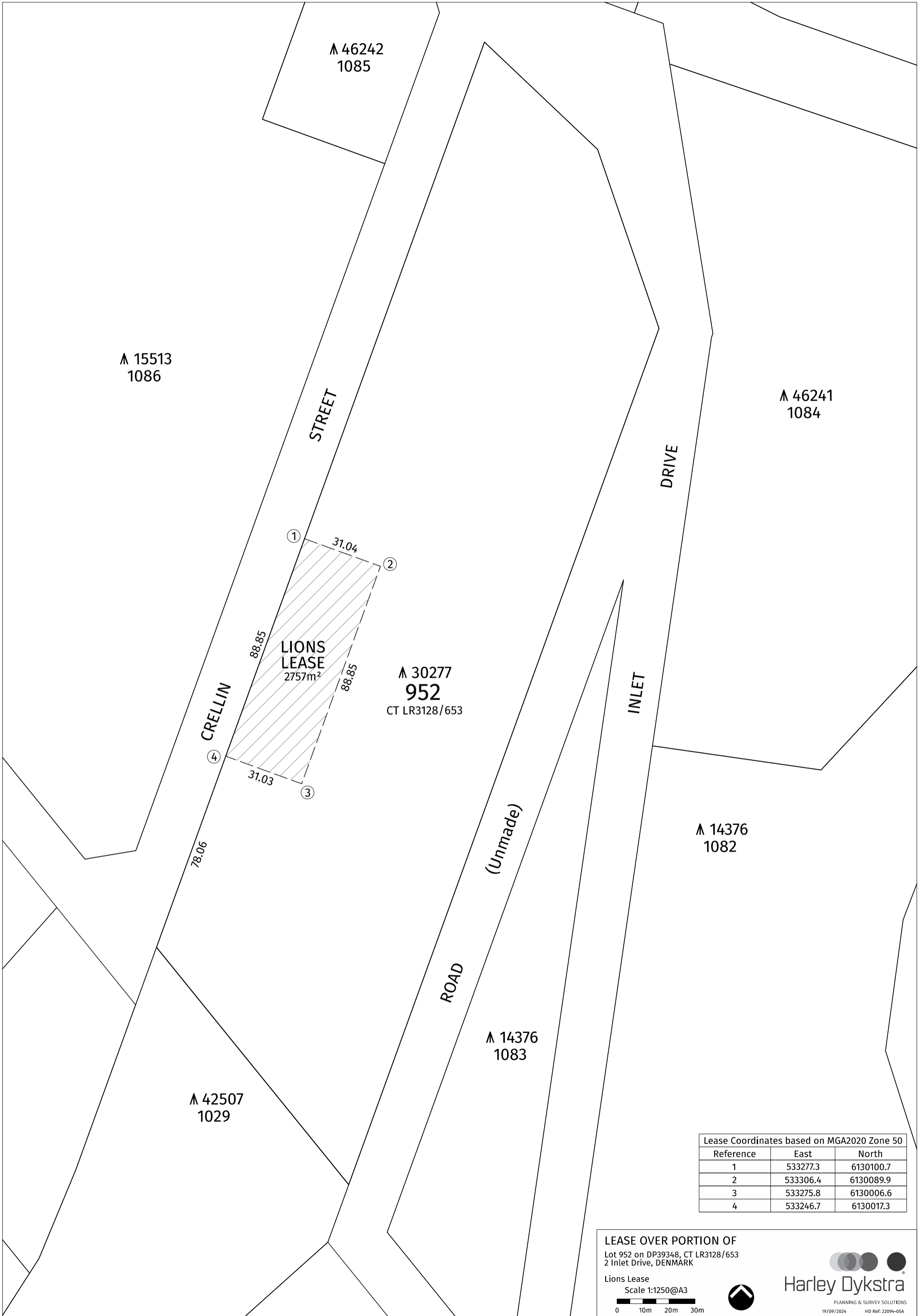
10.2 Heritage Precinct

The Lessee acknowledges that any development must take into consideration the significant historical value of the Land and any development on the Leased Premises must be aligned with the adopted Denmark Historical Railway Station Heritage Precinct Concept Plan.

Appendix 1 – Premises

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▲ 14376
1082

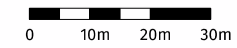
▲ 14376
1083

▲ 42507
1029

Lease Coordinates based on MGA2020 Zone 50		
Reference	East	North
1	533277.3	6130100.7
2	533306.4	6130089.9
3	533275.8	6130006.6
4	533246.7	6130017.3

LEASE OVER PORTION OF
Lot 952 on DP39348, CT LR3128/653
2 Inlet Drive, DENMARK

Lions Lease
Scale 1:1250@A3



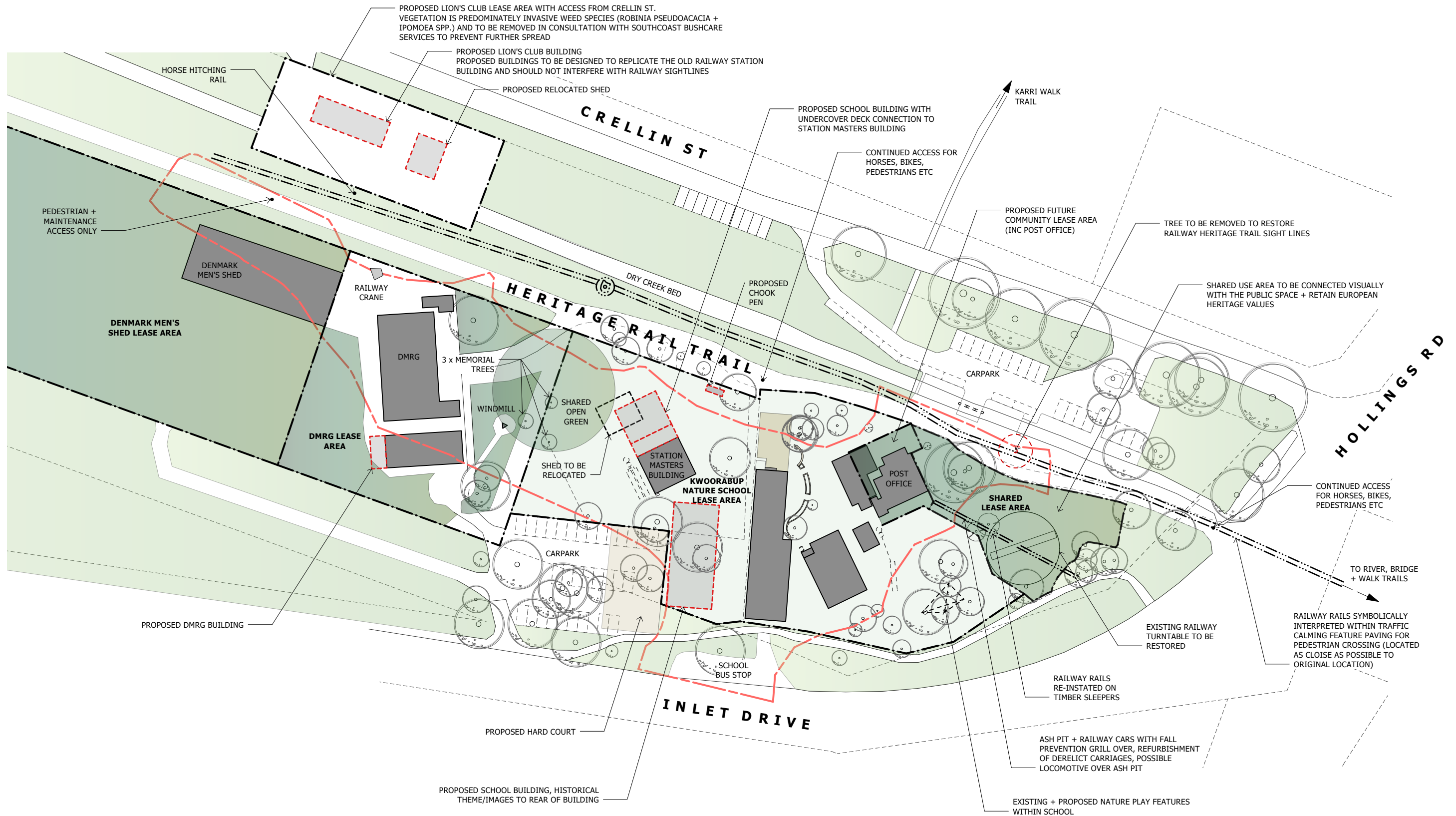
Harley Dykstra
PLANNING & SURVEY SOLUTIONS

19/09/2024 HD Ref: 22094-05A

Appendix 2 – Ministerial Consent

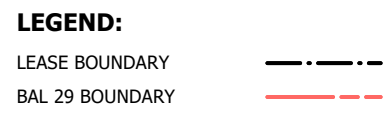
TO BE OBTAINED

DRAFT



1 PRECINCT CONCEPT PLAN
Scale: 1:1000

- THIS MASTERPLAN IS SUBJECT TO COUNCIL APPROVAL.
- PROPOSED BUILDING LOCATIONS INDICATIVE ONLY.
- SCHOOL BUILDINGS TO BE LOCATED WITHIN BAL 29 BOUNDARY.



29 October 2024 - Attachment 9.3.1b



GENERAL NOTES

1. SHED ON CONCRETE SLAB.

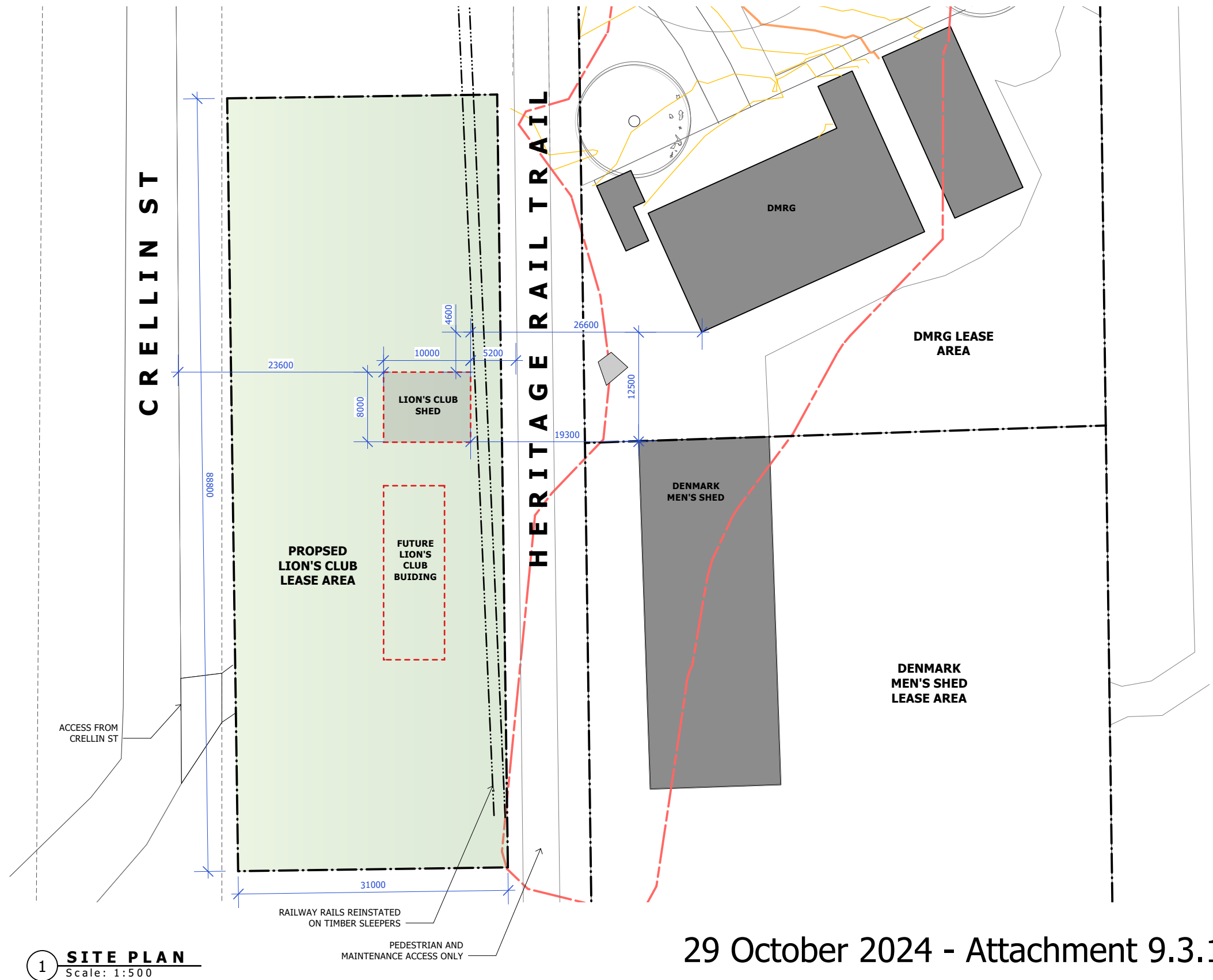


* INVASIVE WEED SPECIES TO BE REMOVED IN CONSULTATION WITH SOUTHCOAST BUSHCARE SERVICES TO PREVENT FURTHER SPREAD.

* PROPOSED BUILDINGS TO BE DESIGNED TO REPLICATE THE OLD RAILWAY STATION BUILDING AND SHOULD NOT INTERFERE WITH RAILWAY SIGHTLINES.

LEGEND:

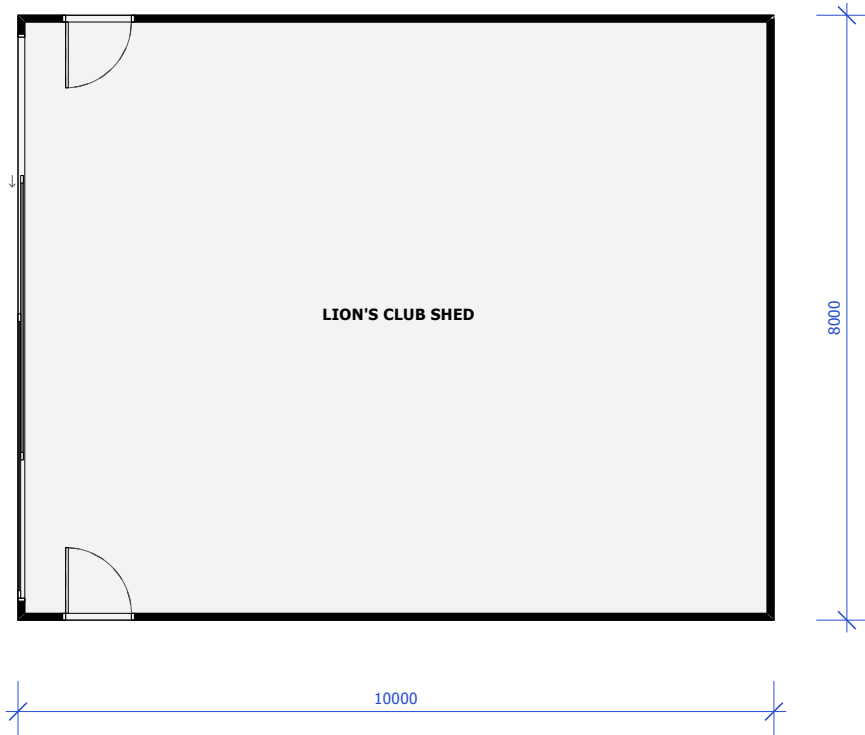
- LEASE BOUNDARY
- BAL 29 BOUNDARY



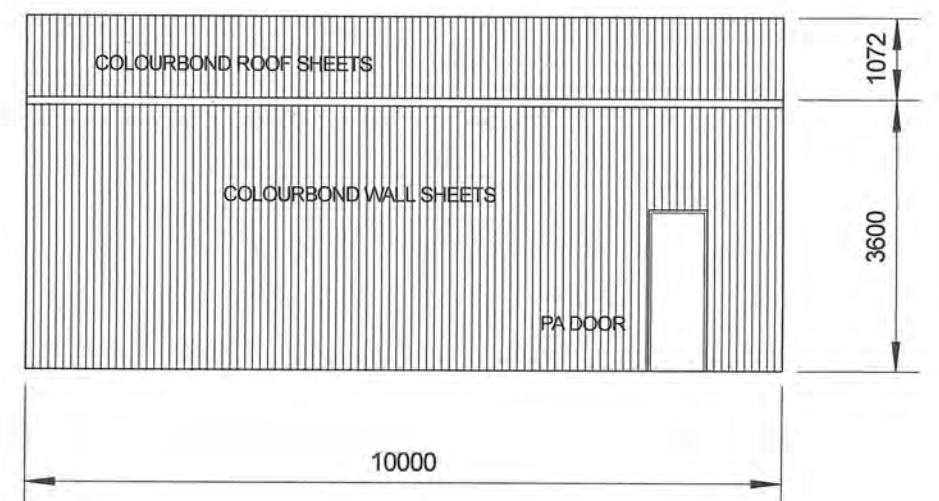
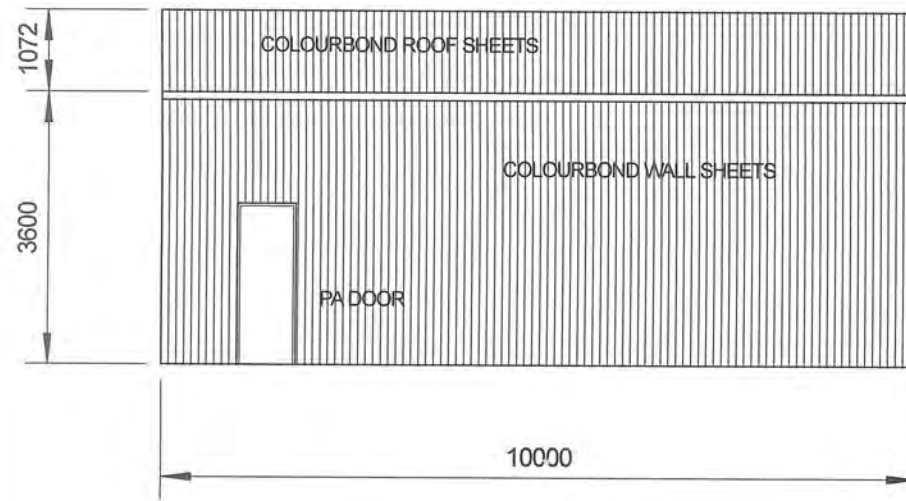
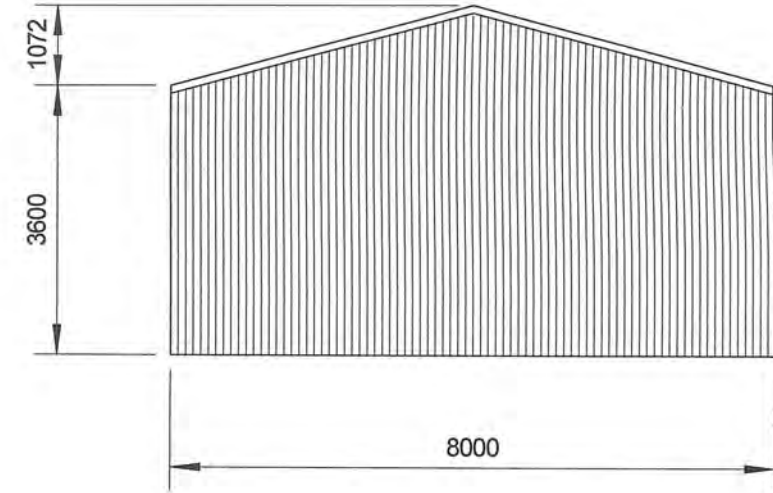
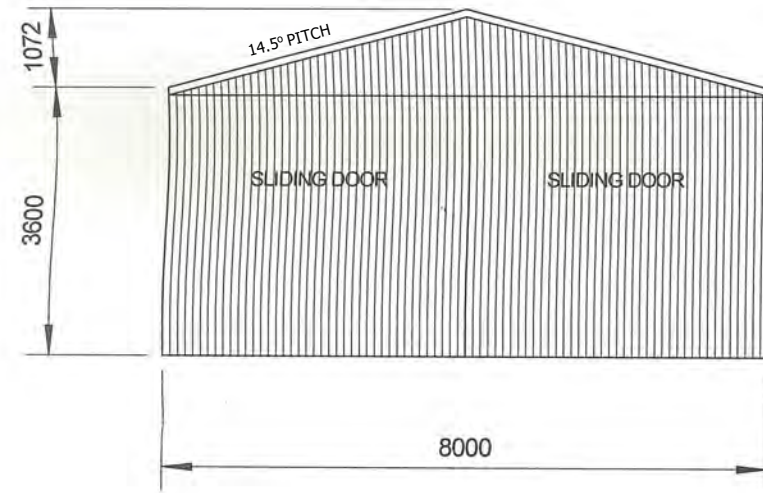
29 October 2024 - Attachment 9.3.1c

GENERAL NOTES

1. SHED ON CONCRETE SLAB.



1 FLOOR PLAN
Scale: 1:100



2 ELEVATIONS
Scale: 1:100



Additional Information provided to Councillors

In accordance with Council's *Meeting Framework Policy* Councillors can ask questions or request additional information on Agenda Items prior to the Council Meeting.

Where the information is requested by 4pm, 7 days prior to the meeting, the information is provided in writing and included as an attachment to the Minutes.

Following are the questions and/or information requested and the Chief Executive Officer's response(s).

Ordinary Council Meeting: 29 October 2024

ITEM 9.3.1 – DENMARK LIONS CLUB DRAFT LEASE

Cr Lewis asked the following questions.

The Denmark Lions Club have provided the responses.

1. Are the Denmark Lions currently holding their meetings at The Men's Shed?

Response:

Yes

2. Are they unable to continue holding their monthly meetings there? If so, have they approached other organizations such as the RSL, Riverside Club, Country Club, Masons Lodge, etc.? Have they considered other community buildings such as the CRC, The Arthouse, Scout Hall, or any of our community halls such as Scotsdale Hall?

Response:

Continuing holding Lions meetings within the Men's Shed is not guaranteed, but rather is at the Men's Shed discretion. There is no certainty of continued availability and no binding agreements in place. There is a fortnightly cost required to be paid by Lions for this use.

Lions have considered other such organisations as mentioned, but have, after careful consideration, determined that their own purpose-built club-room is exponentially more advantageous to the long-term future of the club, (and hence the community), for its ongoing and proposed activities for a number of very poignant reasons. The

29 October 2024 - Attachment 9.3.1d

very direct benefit the Lions Club bring to the community is considered by its members to be significantly increased with having its own club-room.

The Club has in excess of 50 years of collected memorabilia from both across Australia and Internationally, together with its honour boards, that importantly record the Club's history.

The club desires to proudly display this history to the community. The club believes that its very long and significant contribution to the Denmark community is both important and worthy of celebration. This cannot be achieved in other community buildings.

The Club wishes to incorporate a lookalike historical railway station as a facade to any future potential club-room, that visually adds to the Railway Heritage Precinct and facilitates the public display of historic signage and stories of the pioneering history of our forefathers. It would be located directly alongside the original railway line, passing through the Heritage Precinct, for all to see.

3. Have they investigated holding their meetings at any of the commercial venues in Denmark, like The Hotel or Tavern?

Response:

Commercial venues were investigated, but agreed to be a far less desirable meeting place in comparison to a Lions owned club-room. History has proven to the Club's membership that meeting in hotels or taverns is acoustically difficult, adds additional personal financial costs to each member (volunteers) for each meeting and that meeting in such open public forum is less productive, with outcomes being diminished. Being able to easily hear each other speak is an essential imperative. And, at our own club-room, we can cook and cater for ourselves.

4. If there is available space at any of the aforementioned venues to host The Lions' meetings, why have they decided to pursue a lease and construct their own building for their monthly meetings, other than the need to relocate their shed?

Response:

The Lions regular club meetings are held fortnightly not monthly. Further, members meet and attend to their business/projects/volunteering work over and above the regular meetings.

As the shed needs to be relocated (by council resolution) the club considers a lease as the best way forward to relocate the shed onto. Having the shed and any future

potential club-room contained side by side, within a single lease area, facilitates efficient work practice.

The Club holds considerable machinery which is used regularly for the ongoing maintenance of the cemetery grounds, the Denmark Historical Museum grounds and other local projects. This machinery requires ongoing regular maintenance which presently is conducted offsite by one of the club's members. It is possible that this maintenance may shift to onsite, which increases member presence at the shed. Having shower, toilet and fridge/microwave facilities makes longer attendance onsite more amenable.

Any future potential club-room, with a kitchen and ablutions included, would replace the facilities lost with the termination of the Clubs' previous accommodation. It is considered by the Club's members to be the best pathway forward. To continue to operate from the shed for decades into the future without a toilet, a kitchen or a shower is likely to be detrimental to the club's cause, effectiveness and membership.

When leased to the Lions Club, the Old Stationmasters house was made available to a considerable number of other community groups, at cost, over a long period of time. As a further contribution to the community, the Lions will readily make their own club-room available to both existing and future community groups as a desirable and affordable meeting place.

As already stated, after careful consideration, members have determined that their own purpose-built club-room is exponentially more advantageous to the long-term future of the club, (and hence the community), for its ongoing and proposed activities for a number of very poignant reasons. The very direct benefit the Lions Club bring to the community is considered by its members to be significantly increased with having its own club-room and allows for the club to easily introduce new fundraising initiatives, not currently undertaken, from their own club-room. This is not readily available to be done from the aforementioned venues. The club is focusing on providing continual and considerable benefit to the community for decades into the future, building on its already longstanding 50 years plus community contribution. The club's own club-room provides certainty of venue to enable this long-term progression.

The Club has in excess of 50 years of collected memorabilia from both across Australia and Internationally, together with its honour boards, that importantly record the Club's history. The club desires to proudly display this history to the community. The club believes that its very long and significant contribution to the Denmark

community is both important and worthy of celebration. This cannot be achieved in other community buildings.

The Club wishes to incorporate a lookalike historical railway station as a facade to any future potential club-room, that visually adds to the Railway Heritage Precinct and facilitates the public display of historic signage and storytelling of the pioneering history of our forefathers. It would be located directly alongside the original railway line, passing through the Heritage Precinct, for all to see.

History has proven to the Club's membership that meeting in hotels or taverns is acoustically difficult, adds additional personal financial costs to each member (volunteers) for each meeting and that meeting in such open public forum is less productive, with outcomes being diminished. Being able to easily hear each other speak is an essential imperative. And, at our own club-room, we can cook and cater for ourselves, lessening personal costs.

5. Have they considered holding their meetings at other venues until the Old Post Office building becomes available in the medium term?

Response:

Early on the Lions considered the Old Post Office building. However, the Lions do not want a repeat of having their lease terminated for the convenience of others. To have our own clubroom located adjacent to our shed, with the security of a 21-year lease is both far more appealing to the membership and far more efficient to work from.

There is no definitive time-frame stipulated as to when the Old Post Office building will be returned for the use of others, if ever. If it becomes available, is availability to Lions guaranteed or subject to other considerations or considerations of others?

Having our shed in one location (Lions proposed lease area or other) and the Old Post Office some distance away, presents practical issues. This alternative does not ensure the provision of a kitchen with a fridge for storing food, a toilet and shower for volunteers working at, and from, the shed.

Also, it does not offer the same future potential to expand Lions fundraising activities, as securing our own club-room would. Having a larger leased area offers far greater opportunity for expansion of fundraising enterprise.

6. How many of the Lions Clubs in WA meet in a building that they have exclusive use of?

Response:

Any Denmark Lions Club-room will not be for the exclusive use of the Lions. Use by other community groups will be actively encouraged and such support has already been verbalised to Denmark Lions by community groups. The Denmark Lions is an active club that does not need to be modelled on other clubs. To have a view that one size fits all is very limited thinking. There are thousands of Lions Clubs across the world, each with individual needs.

To aspire to provide a club-room to be proud of, to demonstrate the important history of the Lions movement, to enable community support for decades into the future and to add value to Denmark's Heritage Precinct is seen by the club to be positive.

7. What is the approximate cost of the facility they are looking to build?

Response:

The approximate cost is not determined. Whether a club-room would be locally built, built elsewhere and transported to site or scaled to fit any forthcoming grant monies or other financial contributions will be considered in due course.

It is highly improbable that the Denmark Lions Club will be approaching the Denmark Shire or Denmark Ratepayers for any building costs with the exception of any donations that may be forthcoming.

8. If the Lions obtain enough funding and construct a new club room on the leased site, what would happen to the building if the club ceases to operate for any reason?

Response (provided by the Chief Executive Officer):

The Club would be required to remove the building and all infrastructure and make good the site in accordance with the lease.