



City of
**Norwood
Payneham
& St Peters**

LEASE AGREEMENT

Sporting & Community (Not for Profit)

between

THE CORPORATION OF THE CITY OF NORWOOD
PAYNEHAM AND ST PETERS

and

HOLMESDALE MEMORIAL TENNIS CLUB INC

JOHN HORROCKS MEMORIAL GREEN

Schedule

Item 1 Premises	That portion of the Land being the Clubroom Buildings, Toilets and Tennis Courts at John Horrocks Memorial Green as shown on the plan attached as Annexure A
Item 2 Land	The whole of the land comprised in Certificate of Title Volume 5700 Folio 559, otherwise known as the John Horrocks Memorial Green
Item 3 Initial Term	Ten (10) years commencing on 1 April 2023 (Commencement Date) and expiring at midnight on 31 March 2033
Item 4 Renewal(s)	One right of renewal for a further term of ten (10) years commencing 1 April 2033 and expiring at midnight on 31 March 2043
Item 5 Rent	\$0.00 per annum (exclusive of GST) Certain costs will be payable in accordance with Special Condition 1
Item 6 Outgoings	Outgoings means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Land and/or Building, excluding building insurance
Item 7 Permitted Use	Conducting sporting and social club activities
Item 8 Public risk insurance	\$20,000,000.00

PARTIES

THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST PETERS of
175 The Parade, Norwood SA 5067 (**Council**)

and

HOLMESDALE MEMORIAL TENNIS CLUB INC. of PO Box 214 Marden, SA 5070 (**Lessee**)

BACKGROUND

- A. The Council is the registered proprietor, or has the care, control and management, of the Land.
- B. The Lessee has requested a lease to occupy the Premises for the Permitted Use.
- C. The Council has resolved to grant the Lessee a lease of the Premises and (if necessary) undertaken public consultation in accordance with the *Local Government Act 1999* (SA).
- D. The Council and Lessee wish to record the terms of their agreement in this lease.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease:

Agreed Consideration means the Rent, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Council under this lease (other than tax payable under clause 17).

Building means the interior and exterior of all present and future improvements on the Land and includes all Building Services and Common Areas and all other conveniences, services, amenities and appurtenances of in or to the Building.

Building Services includes all services (including gas, electricity, water, sewerage, lifts, escalators, communications, fire control, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them) to or of the Building or any premises in or on the Land supplied by any authority, the Council or any person the Council authorises.

Business Day means a day which is not a Saturday, Sunday or public holiday in Adelaide.

Commencement Date means the commencement date described in Item 3 of the Schedule .

Common Areas means all areas of the Land which are not licenced or tenanted and which are for common use by tenants and lessees of the Land or Building and their invitees and customers including driveways, car parks, walkways, washrooms, toilets and stairways.

Council means the party described as 'Council' in this lease and where the context permits includes the employees, contractors, agents and other invitees of the Council.

Council's Equipment means all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Premises and available for use by the Lessee.

GST has the meaning given to that term in the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any ancillary or similar legislation.

GST Rate means 10% or the rate of GST imposed from time to time under the GST Legislation.

Institute means the South Australian Division of the Australian Property Institute.

Initial Term means the initial term of this lease commencing on the Commencement Date and described in Item 3 of the Schedule .

Land means the land described in Item 2 of the Schedule and includes any part of the Land.

Legislation includes any relevant Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.

Lessee means the party described as 'Lessee' in this lease and where the context permits includes the employees, contractors, agents, customers and other invitees of the Lessee.

Lessee's Equipment means any and all fixtures and fittings and other equipment installed in or brought on to or kept in the Premises by the Lessee.

Lessee's Share means the proportion the lettable area of the Premises bears from time to time to the total lettable area of the Land as measured in accordance with the method of measurement recommended for such Premises by the Institute's guidelines current as at the Commencement Date or such other Institute method of measurement as the Council notifies the Lessee.

Outgoings means the outgoings described in Item 6 of the Schedule .

Payment Date means the Commencement Date and the first day of each month during the Term.

Permitted Use means the use described in Item 7 of the Schedule .

Premises means the premises described in Item 1 of the Schedule including all present and future improvements thereon and the Council's Equipment.

Rates and Taxes means all present and future rates, charges, levies, assessments, duty and charges of any Statutory Authority, department or authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Land or Premises and includes water and sewer charges, council rates, emergency services levy.

Renewal Term/s means the term/s (if any) of renewal or extension in Item 4 of the Schedule .

Rent means the rent described in Item 5 of the Schedule .

Statutory Authorities means any government or authorities created by or under any relevant Legislation.

Statutory Requirements means all relevant Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation or by any Statutory Authorities.

Term means the Initial Term, the Renewal Term/s and any period during which the Lessee holds over or remains in occupation of the Premises.

1.2 Interpretation

In this lease, unless the context otherwise requires:

- 1.2.1 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.2 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.3 a reference to this lease includes any schedules and annexures to this lease;
- 1.2.4 a reference to any document (including this lease) is to that document as varied, novated, ratified or replaced from time to time;
- 1.2.5 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.6 an unenforceable provision or part of a provision may be severed, and the remainder of this lease continues in force; and
- 1.2.7 the special conditions in Annexure B prevail over the terms in the body of this lease to the extent of any inconsistency.

1.3 Background

The Background forms part of this lease and is correct.

2. GRANT OF LEASE

The Council grants and the Lessee accepts a lease of the Premises for the Term as set out in this lease.

3. RENT

The parties acknowledge that there is no Rent payable under this lease, however the Lessee will be required to make other payments and pay other costs as set out under Special Condition 1.

4. RATES AND TAXES AND OUTGOINGS

4.1 Liability for Rates and Taxes

- 4.1.1 The Lessee must pay or reimburse the Council all Rates and Taxes levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises, with the exception of Council Rates.
- 4.1.2 The applicable Rates and Taxes must be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this lease.

4.2 Payment of Outgoings

- 4.2.1 The Lessee must pay or reimburse the Council all Outgoings levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.
- 4.2.2 The Outgoings must be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this lease.

4.3 Lessee's Share

If there are Rates and Taxes and/or Outgoings payable under this lease and any of those Rates and Taxes and/or Outgoings are not separately assessed or charged in respect of the Premises, then the Lessee must pay the Lessee's Share of any such Rates and Taxes or Outgoings assessed or charged in respect of the Land.

4.4 Power and other utilities

- 4.4.1 The Lessee must pay, when due, all costs for the use of telephone, light and other facilities and the consumption of electricity, gas, and any and all other services and utilities supplied to or used from the Premises.
- 4.4.2 If there is no separate meter for a service or utility used on or from the Premises and if the Council so requires, then the Lessee must install the meter at its own cost.

- 4.4.3 Without limiting this subclause, the Lessee must comply with the *Electricity (General) Regulations 1997 (SA)* and any other applicable electricity laws.

5. USE OF PREMISES

5.1 Permitted Use

The Lessee may use the Premises only for the Permitted Use and must not use or allow the Premises to be used for any other use without the Council's consent.

5.2 Offensive activities

The Lessee must not carry on any offensive or dangerous activities on or from the Premises or create a nuisance or disturbance on the Premises at any time, and must ensure at all times that activities conducted on or from the Premises do not discredit the Council.

5.3 Use of facilities

5.3.1 The Lessee must ensure that the Building Services are used carefully and responsibly and in accordance with any directions given by the Council from time to time.

5.3.2 The Lessee must repair or correct any damage or malfunction which results from any misuse or abuse of the Building Services by the Lessee.

5.4 Statutory Requirements

The Lessee must comply with all Statutory Requirements (including the *Work Health and Safety Act 2012 (SA)*) relating to the Lessee's use and occupation of the Premises, as well as the Permitted Use.

5.5 No alcohol

5.5.1 The Lessee must not:

5.5.1.1 serve, sell or provide to persons; or

5.5.1.2 consume or allow persons to consume;

alcoholic beverages on the Premises without the Council's consent, which may be granted by Council subject to whatever conditions it sees fit.

5.5.2 Further, the Lessee must not allow any other activities to be carried out on the Premises that would require a liquor licence under the *Liquor Licensing Act 1997 (SA)* without the Council's consent, which may be granted by Council subject to whatever conditions it sees fit.

5.6 Gaming Machines

Under no circumstances will Council approve the use of gaming machines upon the Premises.

5.7 **Signs**

The Lessee must not place any sign or advertisement on the outside or inside (if they can be seen from outside) of the Premises, except a sign or advertisement which is approved by the Council and complies with any relevant Statutory Requirements and policies of the Council.

5.8 **Dangerous equipment and installations**

The Lessee may only install or use within the Premises equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use and must not install or bring onto the Premises:

- 5.8.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard;
- 5.8.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard; or
- 5.8.3 any heavy equipment or items that may damage the Premises or Building.

5.9 **Fire precautions**

The Lessee must comply with all Statutory Requirements relating to fire safety and procedures including carrying out any structural works or modifications or other building works which are required as a consequence of the Lessee's use of the Premises.

5.10 **Security**

The Lessee must keep the Premises securely locked at all times when the Premises are not occupied and must provide a key to the Premises to the Council (or if the Council has engaged a manager, then to the manager) to be used only in emergencies.

5.11 **No warranty**

The Council makes no warranty or representation regarding the suitability of the Premises (structural or otherwise) for the Permitted Use or any other purpose.

6. **INSURANCE**

6.1 **Lessee must insure**

The Lessee must keep current during the Term:

- 6.1.1 public risk insurance for at least the amount in Item 8 of the Schedule (or any other amount the Council reasonably requires) for each claim;
- 6.1.2 all insurance in respect of the Lessee's Equipment for its full replacement value; and
- 6.1.3 other insurances required by any Statutory Requirement or which the Council reasonably requires.

6.2 Requirements for policies

Each policy must:

- 6.2.1 be with an insurer and on terms reasonably approved by the Council;
- 6.2.2 be in the name of the Lessee and note the interest of the Council and any other person the Council requires;
- 6.2.3 cover events occurring during the policy's currency regardless of when claims are made; and
- 6.2.4 note that despite any similar policies of the Council, the Lessee's policies will be primary policies.

6.3 Evidence of insurance

The Lessee must give the Council certificates evidencing the currency of each policy. During the Term the Lessee must:

- 6.3.1 pay each premium before it is due for payment;
- 6.3.2 give the Council certificates of currency each year when the policies are renewed and at other times the Council requests;
- 6.3.3 not vary, allow to lapse or cancel any insurance policy without the Council's consent;
- 6.3.4 notify the Council immediately if a policy is cancelled or if an event occurs which could prejudice or give rise to a claim under a policy.

6.4 Insurance affected

- 6.4.1 The Lessee must not do anything which may:
 - 6.4.1.1 prejudice any insurance of the Premises or the Building; or
 - 6.4.1.2 increase the premium for that insurance.
- 6.4.2 If the Lessee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Premises or the Building, the Lessee must on demand pay the amount of that increase to the Council.

7. REPAIR AND MAINTENANCE

7.1 Repair and Maintenance

- 7.1.1 The Lessee must, at its cost, maintain the Premises in good condition and free from hazards and must:
 - 7.1.1.1 keep the Premises clean, tidy and free from dirt, rubbish, pests and vermin;

- 7.1.1.2 keep the Premises in good repair (fair wear and tear and damage by fire, storm, tempest, act of god, war, riot, civil commotion and earthquake excepted);
 - 7.1.1.3 paint any buildings and other improvements in the Facility to the Council's satisfaction;
 - 7.1.1.4 keep all sinks, drains, pipes and other plumbing that directly relate to the Premises in good repair and free from blockages and ensure that no part of the Premises becomes insanitary;
 - 7.1.1.5 keep all of the Lessee's property in good condition so as to prevent any hazard to any person or any deterioration in the condition of the Premises;
 - 7.1.1.6 repair any damage to the Premises caused by the Lessee or its visitors;
 - 7.1.1.7 notify the Council as soon as it becomes aware of any defects in the Premises or anything which could present a hazard or cause harm to any person or the Premises.
- 7.1.2 Any repairs of a structural nature will be the responsibility of the Council, except if specified otherwise or if relating to any alterations to the Premises made by the Lessee in accordance with clause 7.2.
- 7.1.3 In addition to its broader maintenance and repair obligations, the Lessee must also maintain the courts within the Premises in accordance with the Tennis/Netball Court Maintenance Schedule provided in Annexure C.
- 7.1.4 The Council may update or amend the Tennis/Netball Court Maintenance Schedule at its discretion, and must provide the Lessee with a copy of the updated or amended Tennis/Netball Court Maintenance Schedule.
- 7.1.5 For the avoidance of doubt, the Lessee will be responsible for the repair and maintenance of Council's Equipment during the Term, and must replace any damaged (through misuse) or missing Council's Equipment during the Term, to the same standard and value as the original.
- 7.1.6 If the Council so requires, the Lessee must promptly repair any damage to the Building or the Land caused or contributed to by the act, omission, negligence or default of the Lessee.

7.2 Alterations by Lessee

- 7.2.1 The Lessee must not carry out any alterations or additions to the Premises without the Council's consent.
- 7.2.2 The Lessee must provide full details of the proposed alterations and additions to the Council.

- 7.2.3 The Council may impose any conditions it considers necessary if it gives its approval, including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters into in relation to the alterations or additions.
- 7.2.4 Unless otherwise agreed in writing between the parties, all alterations and additions to the Land or the Premises made pursuant to this clause become the property of the Council.
- 7.2.5 The Lessee must pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Lessee's alterations and additions.

7.3 Refurbishment

The Lessee must refurbish the Premises on or before the expiration of the Initial Term to the following specification:

- 7.3.1 clean and repair all surfaces to be painted;
- 7.3.2 paint or wallpaper, stain, varnish or polish each surface to be redecorated according to the previous treatment of that surface; and
- 7.3.3 comply with all Lessee responsibilities listed in the Tennis/Netball Court Maintenance Schedule provided at Annexure C.

7.4 Cleaning

The Lessee must:

- 7.4.1 keep the Premises clean and tidy;
- 7.4.2 at its cost, arrange for an annual pest inspection to be carried out with respect to the Premises by a licensed pest control company, and must provide the Council with a copy of the annual pest inspection report within 14 days of receiving the report from the relevant company; and
- 7.4.3 not cause the Common Areas to be left untidy or in an unclean state or condition.

8. ASSIGNMENT, SUBLETTING AND HIRING OUT

8.1 Assignment and Subletting

The Lessee may only assign or sublease or otherwise part possession with the Premises with the consent of the Council, which consent may be granted at the Council's discretion and subject to any conditions that the Council sees fit.

8.2 **Hiring out Premises**

The Lessee may hire out the Premises without the Council's consent provided that hiring the Premises is consistent with Special Condition 2.3.

8.3 **Costs**

The Lessee must pay all costs reasonably incurred by the Council (including the costs of any consultant or any legal fees) in relation to any dealing with the Premises, including in considering whether or not to grant consent under this clause.

9. **LESSEE GOVERNANCE**

If requested, the Lessee must provide to the Council a copy of the Lessee's constitution and any other documents that regulate its governance and operations.

10. **COUNCIL'S OBLIGATIONS AND RIGHTS**

10.1 **Quiet enjoyment**

Subject to the Council's rights and to the Lessee complying with the Lessee's obligations under this lease, the Lessee may occupy the Premises during the Term without interference from the Council.

10.2 **Right to enter**

The Council may (except in an emergency when no notice is required) enter the Premises after giving the Lessee reasonable notice:

10.2.1 to see the state of repair of the Premises;

10.2.2 to do repairs to the Premises or the Building or other works which cannot reasonably be done unless the Council enters the Premises;

10.2.3 to do anything the Council must or may do under this lease or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and

10.2.4 to show prospective lessees through the Premises.

10.3 **Emergencies**

In an emergency the Council may:

10.3.1 close the Premises or Building; and

10.3.2 prevent the Lessee from entering the Premises or Building.

10.4 **Works and restrictions**

10.4.1 The Council may:

10.4.1.1 install, use, maintain, repair, alter, and interrupt Building Services;

10.4.1.2 carry out works on the Building (including extensions, renovations and refurbishment); and

10.4.1.3 close (temporarily or permanently) and restrict access to the Common Areas.

10.4.2 The Council must (except in an emergency) take reasonable steps to minimise interference with the Lessee's use and occupation of the Premises.

10.5 **Right to rectify**

The Council may at the Lessee's cost do anything which the Lessee should have done under this lease but which the Lessee has not done or which the Council reasonably considers the Lessee has not done properly.

11. **TERMINATION FOR DAMAGE OR DESTRUCTION**

If the Premises are destroyed or are damaged so that they are unfit for the Lessee's use then, if within three months that damage or destruction has not been repaired, either party may terminate this lease with one (1) months' notice.

12. **REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION**

If as part of any redevelopment, asset rationalisation or other project conducted by the Council that includes the Land, or for any other reason, the Council wishes to demolish or acquire vacant possession of the Premises or any part of the Premises, then the Council may terminate this lease with six (6) months' notice to the Lessee.

13. **RENEWAL**

13.1 If a right of renewal or first right of renewal is specified in Item 4 of the Schedule and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than 12 months before the expiry of the Initial Term stating it wishes to renew this lease for the period specified in Item 4 of the Schedule . If such notice is given the Council must renew this lease for the first Renewal Term on the terms in this lease (except this subclause) commencing immediately after the Initial Term expires.

13.2 If a second right of renewal is specified in Item 4 of the Schedule and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than 12 months before the expiry of the Renewal Term stating it wishes to renew this lease for the period specified in Item 4 of the Schedule . If such notice is given the Council must renew this lease for the second Renewal Term on the terms in this lease (except this subclause and the previous subclause) commencing immediately after the first Renewal Term expires.

13.3 The Lessee is not entitled to renew this lease if:

13.3.1 the Lessee has been in breach of this lease at any time before giving notice of exercise of the right of renewal;

13.3.2 the Lessee is in breach of this lease at the time of giving that notice; or

- 13.3.3 the Lessee is in breach or commits a breach of this lease after giving that notice but before commencement of the first or second Renewal Term (as applicable).

14. RIGHTS AND OBLIGATIONS ON EXPIRY

14.1 Expiry

This lease comes to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Lessee under this lease.

14.2 Handover of possession

Before this lease comes to an end, the Lessee must:

- 14.2.1 remove all of the Lessee's Equipment and repair any damage caused by such removal;
- 14.2.2 remove and reinstate any alterations or additions made to the Premises by the Lessee;
- 14.2.3 paint the Premises as required under clause 77.3.2; and
- 14.2.4 complete any repairs which the Lessee is obliged to carry out under this lease.

14.3 Abandoned goods

If, when this lease comes to an end, the Lessee leaves any goods or equipment at the Premises, then the Council may deal with and dispose of those goods at its discretion.

14.4 Holding over

If, with the Council's consent, the Lessee continues to occupy the Premises after the end of this lease, the Lessee does so under a monthly tenancy which:

- 14.4.1 either party may terminate on one month's notice given at any time; and
- 14.4.2 is on the same terms as this lease.

15. BREACH

15.1 Council's rights on breach

- 15.1.1 The Council may come onto the Premises and remedy a breach of this lease without notice:
 - 15.1.1.1 in an emergency; or
 - 15.1.1.2 if the Lessee breaches any provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

15.1.2 The Lessee must pay or reimburse the Council on demand for all costs of remedying the breach.

15.2 Breach and re-entry

If:

15.2.1 the Lessee fails to pay a sum of money when due and fails to remedy that failure within seven days after receiving notice requiring it to do so; or

15.2.2 the Lessee breaches any other provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so;

then despite any other clause of this lease, the Council:

15.2.3 may terminate this lease and re-enter and repossess the Premises, without prejudice to its other rights; and

15.2.4 is discharged from any claim by or obligation to the Lessee under this lease.

15.3 Rights of Council not limited

A power or right of the Council under this lease or at law resulting from a breach or repudiation of this lease by the Lessee, or the exercise of such power or right, does not limit the Council's powers or rights.

16. INDEMNITY AND RELEASE

16.1 Risk

The Lessee occupies and uses the Premises at the Lessee's risk.

16.2 Indemnity

The Lessee is liable for and must indemnify the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly including in connection with:

16.2.1 any act or omission of the Lessee;

16.2.2 the use of the Premises by the Lessee or otherwise relating to the Premises; or

16.2.3 a breach of this lease by the Lessee.

16.3 Release

The Lessee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises or the Building except to the extent that they are caused by the Council's negligence.

16.4 Indemnities are independent

Each indemnity is independent from the Lessee's other obligations and continues during this lease and after this lease ends.

17. GOODS AND SERVICES TAX

- 17.1 If the Council is liable to pay GST in connection with a supply under this lease then:
- 17.1.1 the Agreed Consideration for that supply is exclusive of GST;
 - 17.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by the GST Rate; and
 - 17.1.3 the Lessee must pay the increased Agreed Consideration on the due date for payment by the Lessee of the Agreed Consideration.
- 17.2 Where the Agreed Consideration is increased under this clause, the Council must, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.
- 17.3 If the Lessee breaches this clause and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Lessee must pay the Council on demand an amount equal to the penalties and interest.

18. RESUMPTION

The Council may terminate this lease by giving at least three months' written notice to the Lessee if the Council receives notice of resumption or acquisition of the Premises or the Building or Land (or any part of the Building or Land affecting the Premises) from or by any Statutory Authority governmental or semi-governmental body.

19. MISCELLANEOUS

19.1 Entire agreement

This lease constitutes the entire agreement between the parties about the Premises and supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about the Premises.

19.2 Waiver

If the Council accepts or waives any breach by the Lessee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this lease.

19.3 Exercise of power

- 19.3.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this lease is not a waiver of that power or right.
- 19.3.2 An exercise of a power or right under this lease does not preclude a further exercise of it or the exercise of another right or power.

20. NOTICE

A notice, demand, consent, approval or communication under this lease (**Notice**) must be in writing and will be sufficiently given if sent via email to either parties' nominated email address or if posted by pre-paid post to the last known address of either party.

21. COSTS

On request, the Lessee must pay or reimburse to the Council:

- 21.1 one half of all costs incurred by the Council in connection with the preparation, negotiation and registration of this Lease;
- 21.2 all of the legal costs incurred by the Council in connection with any extension of this lease; and
- 21.3 all legal and other costs incurred by the Council in consequence of any actual or threatened breach by the Lessee under this lease or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council under this lease or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.

EXECUTED as an agreement on this day (date)

EXECUTED by an authorised representative of **THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST PETERS** under delegation pursuant to section 44 of the Local Government Act 1999:

.....
Signature of Authorised Representative

.....
Signature of Witness

.....
Name of Authorised Representative (print)

.....
Name of Witness (print)

.....
Position of Authorised Representative (print)

SIGNED on behalf of **HOLMESDALE MEMORIAL TENNIS CLUB INC.** in accordance with its constitution or articles of association:)
)
)

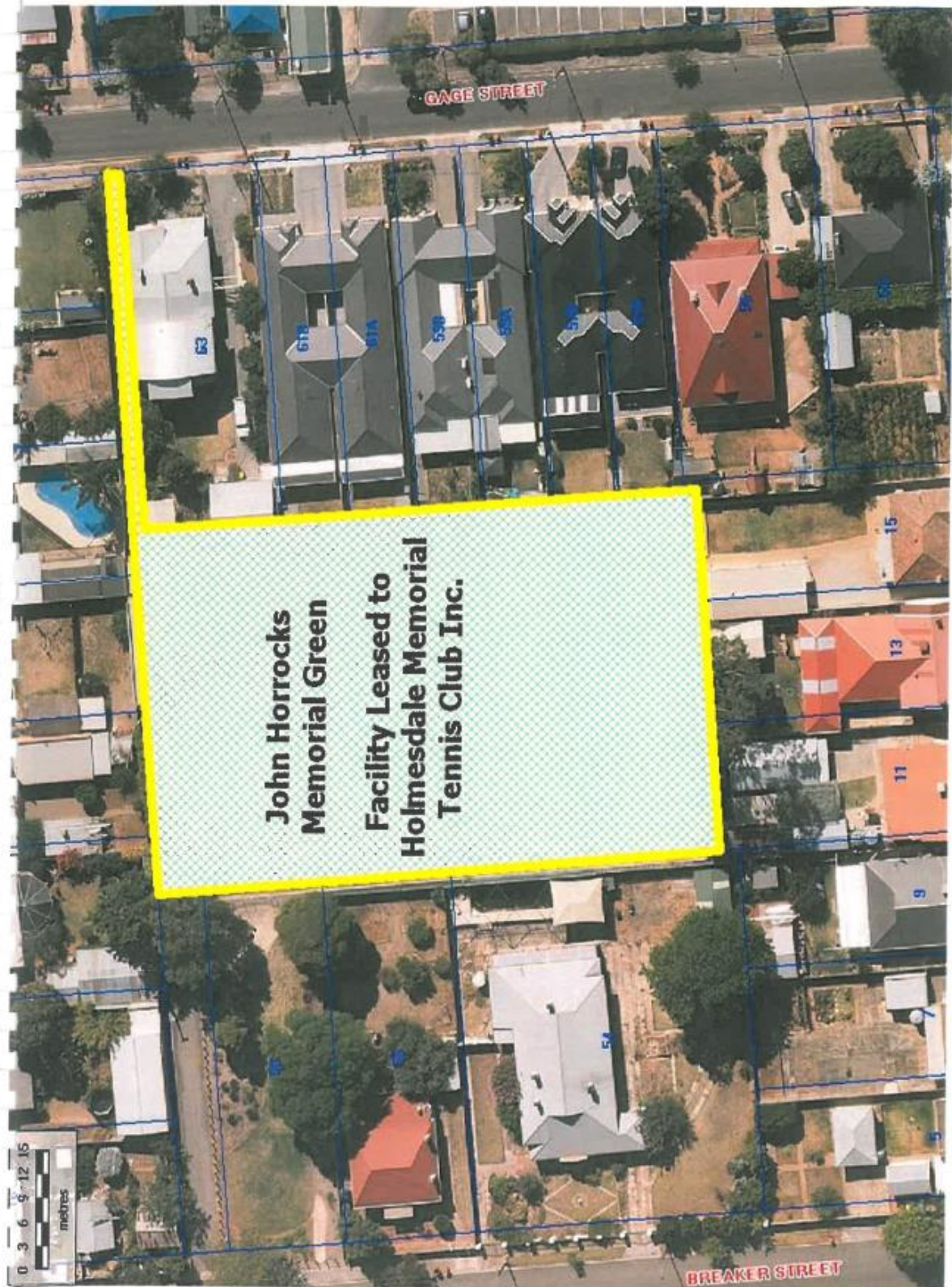
.....
Signature of President

.....
Signature of Secretary

.....
Name

.....
Name

Annexure A Plan



Annexure B Special Conditions

1. TENNIS FACILITIES POLICY

- 1.1 The Lessee acknowledges that it has read and understood the Council's Tennis Facilities Policy current as at the time of entering into this lease, and acknowledges the rights and obligations set out thereunder as applicable to this lease.
- 1.2 The Lessee acknowledges that the Council's Tennis Facilities Policy may undergo reasonable amendments and updates during the Term, or possibly be amalgamated into a broader leasing policy, and the Lessee will be bound by and comply with any such reasonable changes during the Term.
- 1.3 The Lessee acknowledges that in accordance with the Council's Tennis Facilities Policy, it will be responsible for the costs associated with resurfacing the tennis courts within the Premises (plexipave or similar approved surface) every 7 – 8 years during the Term, and failure to do so will be a breach of this lease.

2. PUBLIC ACCESS

- 2.1 Notwithstanding any other provisions of this lease, the Lessee acknowledges that it is a condition of this lease that the public be granted access to the Premises.
- 2.2 Public access to the Premises is to be provided for at all reasonable times that the Premises are not required for the Lessee's purposes in conducting tennis training or playing competition matches.
- 2.3 The Lessee may set and charge an hourly hire fee of an amount comparable to the hourly hire fee imposed by similar facilities. The Council has the right to review and impose a fee if it is considered that the fee proposed by the Lessee is inappropriate in that it is unreasonably high or low compared to that charged by other similar facilities.
- 2.4 The revenue raised from the hourly hire of the Premises belongs to the Lessee and may be expended by the Lessee in accordance with its constitution.
- 2.5 The Lessee will supply to the Council information on the availability of the Premises for public use, along with relevant contact details of the person or persons from the Lessee's organisation who will facilitate public access.
- 2.6 Upon request, the Lessee must provide the Council with any information relating to the hiring out of the Premises to the public.
- 2.7 A sign must be erected and maintained at all times at the Premises detailing that the Premises is available for public hire and must state the contact telephone details for the person or persons who the public may contact to arrange for the hire of the Premises. Signage must include the Council's name and logo to acknowledge that the Premises is owned by the Council.

Annexure C

TENNIS/NETBALL COURT MAINTENANCE

Asset	Responsible Party	Issue	Task Description	Timeliness
Chainmesh fencing	Lessee	Maintenance	Inspect, tighten strainer lines and repair/replace fencing if bulging and/or damaged.	Ongoing
Court lighting	Lessee	Installation	Lessee to install subject to Council approval and development authorisation	As required
	Lessee	Maintenance	General maintenance as required including: maintain light poles and wires in a safe condition all electrical circuitry and wiring to comply with relevant legislation, codes and standards at all times replace globes when required	Ongoing, with a formal inspection by a qualified electrician at least once a year
Court line marking	Lessee	Maintenance	Inspect and professionally line mark as required	Ongoing
Posts & on court furniture	Lessee	Maintenance	Maintain in good condition and repair/replace as necessary. Any uprooting of the posts or cracking of the pavement caused by the posts are to be made good at the Lessee's expense	As required
Playing surface (including run-off areas bounded by the chainmesh fencing)	Lessee	Cleaning, care and maintenance	Comply with the instructions/guidelines issued by the surface contractor. Ensure that the playing surface is swept and cleaned regularly and that players wear the correct type of footwear (in good condition) to minimise slips and potential damage to the playing surface. Debris and dirt are to be removed and properly disposed of, not merely swept to one side. Leaves and other materials likely to stain and/or corrode the surface to be washed off with a gentle cleaning liquid.	Ongoing care and sweeping/ cleaning at least weekly
	Lessee	Resurfacing	Resurface the courts with acrylic sealer and re-line mark	As required, and in any case within 7-8 years of the previous resurfacing
Court pavement	Council	Replace pavement	If required replace pavement, re-profile, reseal with bitumen, resurface with acrylic sealer and line mark. Exact timing of works to be mutually agreed between the parties.	As required, (expected to be within 20 years of the previous reconstruction)