

Draft Key Terms	
Council Approval and LGA Compliance	All negotiations, discussions and correspondence are non-binding on the Council and do not create a lease or agreement to lease. Pre-requisites for any binding legal relationship to be created include a Council resolution, Local Government Act compliance and conclusion of appropriate lease documentation drafted by the Town's lawyers to the Town's satisfaction and executed by all parties.
Policy 310 - Leasing	Proposed Key Terms are further to Policy 310 – Leasing , which is the Council's standing policy for leasing. Any variation will require a written business case or justification provided by the Proposed Tenant to the satisfaction of the Council. No guarantee is provided.
Proposed Lessor	Town of Victoria Park ABN 77 284 859 739
Proposed Tenant	Onsite Psychology Pty Ltd ABN 78 607 105 635
Guarantor/s	David Winchester & Tina Charles
Premises	874 Albany Highway, East Victoria Park being Lot 442 on Plan 2072. CT 980/45
Proposed Agreement Type	Lease
Term	2 years (tenant break right at the end of year one – on one month's notice)
Further Term	Nil
Rent	\$25,000 (NET) Being the commercial rate as per Licensed Valuation undertaken on 15 November 2022.
Rent Review	CPI + 1.5% increase on each anniversary date of commencement.
Security Bond	\$3,600

Commencement Date	Upon execution of the agreement by both parties.
Outgoings	The Tenant is responsible for all outgoings which (in accordance with Policy 310 Leasing) shall be all operating/running costs, including but not limited to: (i) Refuse collection; (ii) Emergency services levy; (iii) Water rates; (iv) Council rates; and (v) All utilities related to their use (e.g. electricity, gas, water, telecommunications.) (vi) building and landlord insurances.
Maintenance	<ul style="list-style-type: none"> ▪ The Tenant is responsible for non-structural and preventative maintenance. ▪ The Landlord may in its absolute discretion undertake repair and maintenance (subject to availability of funds) in accordance with Asset Management Plans, and such other factors as may be considered by the Landlord to be reasonable and/or necessary. ▪ The Lessee will be permitted to undertake capital improvements (with prior written approval from the Chief Executive Officer), however such improvements will not provide for an entitlement to any subsidised rental.
Subletting	With prior written consent subject to the Town being satisfied with the terms and conditions of any sub-lease agreement.
Permitted Use	Psychological counselling
Operating Hours	The Lessee must keep the Premises open for business during the usual business hours generally applicable to a business comparable to the Lessee's business and hours are to be within planning and legislative parameters.
Insurance	The Tenant is responsible for \$20M Public Liability Insurance and workers compensation cover, with ability for Lessor to review as reasonably required from time to time.
Signage	Prior written consent from the Lessor required. Tenant to provide a design concept and location map for consideration.
Alterations, Works and Fit Out	Prior written consent from the Lessor required.

Special Conditions

- The Lease will include a redevelopment clause, whereby if the Town wishes to significantly redevelop the site the lease can be terminated by the Town giving six (6) months written notice to the Lessee to vacate the premises and the same written notice to the Lessee will indicate that the lease will be terminated six (6) months from the date of notice;
- No guarantee is provided as to the availability of any operating subsidy or of continued availability of the premises after the end of the Term.
- Tenant to pay legal costs associated with the lease.