

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.
Proposed Lessor	Town of Victoria Park ABN 77 284 859 739
Proposed Lessee	Jessica Kennedy ABN 311 311 036 91
Premises	25m ² portion of 42 Somerset Street, East Victoria Park Lot 331 on Plan 63589 Certificate of Title Volume 2798 Folio 118
Agreement Type	Lease
Term	5 years, with a break clause for the Tenant at 1 year.
Further Term	Nil
Rent	\$3,000 pa + GST
Rent Review	CPI increase on each anniversary date of commencement.
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.

	<ul style="list-style-type: none"> 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.
Assignments & Subletting	<p>Lessee has supplied a draft <i>practitioner agreement template</i> which the Lessor approves in advance as part of the lease. The Tenant will pay reasonable costs for the Lessor's lawyers to review and if applicable amend this template.</p> <p>Practitioners utilising the room will be required to provide relevant certifications and complete the online contractor induction for the Leisurelife facilities.</p>
Permitted Use	Allied Health services, including acupuncture, massage and other complementary health services and/or therapies.
Operating Hours	Proposed hours are in line with the Centre and lease requirements.
Insurance	The Tenant is responsible for \$20M Public Liability Insurance (and workers compensation cover should this be a legal requirement for the Tenant's business or use of the property), with ability for Lessor to review as reasonably required from time to time.
Signage	The Lessor consents to proposed fit out included in submission received (and indicated in this report). Any further works or fit out will require the prior written consent from the Lessor and the Tenant will be required to provide a design concept and location map for consideration.
Alterations, Works and Fit Out	Prior written consent from the Lessor required. Tenant has provided concept and design plans. Any agreed fit out and alterations made to the space within this lease, including installation of a hand wash basin and curtain rails, to remain in place at the end of the lease.
Special Conditions	<ul style="list-style-type: none"> 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.
- Town of Victoria Park to install hand washing basin inside the premises at the Lessor's expense in compliance with Tenants confirmation of AHPRA requirements for acupuncture clinics.
- The design and specification to be agreed with the tenant in advance. The Town's responsibility for specifying the hand washing basin shall be limited to implementing the design and specification provided by the tenant.
- Leisurelife Management to provide access cards for other therapists ensuring it's within proposed Leisurelife centre hours, and reasonable access, in common with other staff and users of the facility, for practitioners and clients to parking, toilets and the reception seating area.
- Tenant to pay legal costs associated with the lease.