

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.
Lessor	Town of Victoria Park ABN 77 284 859 739
Lessee	Children and Community Services Ministerial Body c/o Department of Communities of 5 Newman Court, Fremantle
Premises	A 1773m ² lot including the 384m ² building located at 1-5 Sussex Street, East Victoria Park on Lot 15 & 16 on Plan 1954 Certificate of Title Volume 1106 Folio 471; Lot 18 on Plan 1954 Certificate of Title Volume 1397 Folio 250; and Lot 17 on Plan 1954 being the whole of the land in Certificate of Title Volume 990 Folio 8
Agreement Type	Lease
Term	5 years
Further Term	5 years
Rent	\$1.00 plus GST
Goods and Services Tax (GST)	Both parties will be required to pay GST as it applies to payments under the lease or any licences. All amounts referred to in this proposal do not include GST.
Commencement Date	Upon execution of the Lease by both parties - TBC.
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: <ul style="list-style-type: none"> i. Refuse collection ii. Emergency services levy iii. Water rates iv. All utilities related to their use (e.g. electricity, gas, water, telecommunications.)
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 Landlord acknowledges that the Tenant, as a government agency, refers the contract to a panel contract managed by the Department of Finance.

Assignments & Subletting	<ul style="list-style-type: none"> ▪ Prior written consent from the Landlord is required ▪ The Landlord will not unreasonably withhold its consent to a sub-lease of part or the whole of the Premises ▪ The proposed sub-tenant will not use the Premises for any use which is not a Permitted Use ▪ Upon notification by the Tenant to the Landlord of the termination of any sub-lease or licence between the Tenant and licensee, the Tenant must provide 90 days written confirmation notice to the Lessor.
Permitted Use	Childcare Centre
Operating Hours	Proposed hours are currently between 7:00am to 6:00pm Monday to Friday. Both parties acknowledge if the operating hours change, the Lessor must be informed and provide approval.
Insurance	<p>The Lessor acknowledge that the Lessee self-insures through the Insurance Commission of Western Australia Insurance Division and maintains General Liability Insurance and workers' compensation cover. A copy of the Lessee' certificates of currency only will be provided upon request by the Lessor.</p> <p>The Lessor continues to self-insure the building through the LGIS. Lease to state that provided each party complies with these insurances, no further requirement applies to take out further insurances.</p>
Documentation and Costs	Each party will be responsible for its own legal costs and disbursements incurred in the preparation, negotiation, and finalisation of the Lease.
Lessor Redevelopment Clause	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.
Conditions Precedent	<p>(a) This proposal is subject to and conditional upon the formal approval of the Town of Victoria Park Council. The lease will not be legally binding until executed on behalf of the Town.</p> <p>(b) This proposal is subject to and conditional upon the formal approval of the Children and Community Services Ministerial Body. The lease will not be legally binding until the Children and Community Services Ministerial Body executes the lease document.</p>
Special Conditions	Lease to be drafted by the Towns lawyers.

