



# MURFETT LEGAL

PROFESSIONALISM. UNDERSTANDING. RESULTS.

**SHIRE OF TRAYNING**

- and -

**FES MINISTERIAL BODY**

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**LEASE**

**PART LOT 172 SUTHERLAND STREET, TRAYNING**

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<sup>VF</sup>

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LEASE made

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**BETWEEN:**

The party named in Item 1 of the Schedule ("the Landlord");

and

The party named in Item 2 of the Schedule ("the Tenant").

**AGREEMENT**

**1. DEFINITIONS AND INTERPRETATION**

**1.1. Definitions**

In this Lease:

- 1.1.1. **Accounting Year** means each period of 12 months ending on 30 June in each year disregarding any part of that period falling outside the Term;
- 1.1.2. **Deliberately Omitted**
- 1.1.3. **Australian Property Institute** means the Australian Property Institute (Inc.) Western Australian Division;
- 1.1.4. **Authority** includes any governmental or public authority of any kind;
- 1.1.5. **Building** means any improvements at the Premises which form part of the Premises;
- 1.1.6. **Commencement Date** means the date specified in Item 5 of the Schedule;
- 1.1.7. **Environmental Laws** means all laws regulating or otherwise relating to the environment including laws relating to land use, planning, heritage, pollution, contamination, public and occupational health and safety, or any other aspect of protection of the environment;
- 1.1.8. **Expiry Date** means the date specified in Item 5 of the Schedule;
- 1.1.9. **Insolvency Event** means the happening of any of the following events in relation to a party:
  - 1.1.9.1. the party is unable to pay all the party's debts as and when they become due and payable or the party has failed to comply with a statutory demand as provided in section 459F of the *Corporations Act*, or the party is deemed to be unable to pay the party's debts under section 585 of the *Corporations Act*;
  - 1.1.9.2. a meeting is convened to place the party in voluntary liquidation or to appoint an administrator;
  - 1.1.9.3. an application is made to a court for the party to be wound up;
  - 1.1.9.4. the appointment of a controller (as defined in section 9 of the *Corporations Act*) of any of the party's assets;
  - 1.1.9.5. the party proposes to enter into or enters into any form of arrangement (formal or informal) with the party's creditors or any of them, including a deed of company arrangement;
  - 1.1.9.6. the party becomes an insolvent under administration, as defined in section 9 of the *Corporations Act*; or
  - 1.1.9.7. anything else having a similar effect to the events described happens to a party, including a party who is a natural person.
- 1.1.10. **Land** means the land described in Item 3 of the Schedule;
- 1.1.11. **Landlord** includes:
  - 1.1.11.1. in the case of a person, that person's executors, administrators and assigns; and

1.1.11.2. in any other case, the Landlord's successors and assigns;

- 1.1.12. **Landlord's Property** means the plant, equipment, fixtures, fittings and any other Landlord's property at the Premises (if applicable);
- 1.1.13. **Managing Agent** means any independent agent appointed by the Landlord to manage the Premises;
- 1.1.14. **Official Requirement** means any requirement, notice, order or direction properly given by any Authority;
- 1.1.15. **Outgoings** has the meaning set out in Annexure "A";
- 1.1.16. **Premises** means the premises described in Item 4 of the Schedule;
- 1.1.17. **Property Council** means the Property Council of Australia Limited;
- 1.1.18. **Rates and Taxes** means shire rates, water rates and land tax (calculated on the basis that the Land is the only land owned by the Landlord) assessed on the Land or the Premises;
- 1.1.19. **Rent Commencement Date** means the date stated in Item 8 of the Schedule;
- 1.1.20. **Schedule** means the schedule at the back of this Lease;
- 1.1.21. **Services** means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, hydraulic, security services and all other services or systems provided to the Premises or available for the Tenant's use whether provided by the Landlord or any Authority;
- 1.1.22. **Tenant** includes the Tenant's successors and permitted assigns;
- 1.1.23. **Tenant's Employees** means each of the Tenant's employees, contractors and agents and those persons over whom the Tenant exercises control at the Premises;
- 1.1.24. **Tenant's Property** means the property of the Tenant, brought onto, installed or erected at the Premises; and
- 1.1.25. **Term** means the term of this Lease stated in Item 5 of the Schedule and includes where the context permits any extension or renewal.

## 1.2. Interpretation

In this Lease:

- 1.2.1. a reference to a statute, code or other written law includes State and Federal statutes, codes or other written laws and any regulations and other instruments under them and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the Commencement Date;
- 1.2.2. a reference to **law** includes any statute, rule, regulation, proclamation, ordinance or by-law, whether state, federal or otherwise;
- 1.2.3. a reference to the termination of this Lease includes the expiry of the Term; and
- 1.2.4. a reference to **rent** means the amount stated in Item 7 of the Schedule.

## 1.3. Schedule and appendices

All the provisions in the Schedule and the Annexure at the back of this Lease are incorporated in and form part of this Lease. In the event of any inconsistency between the provisions in this lease and the Schedule, the provisions in the Schedule will prevail.

## 2. TERM

### 2.1. Term

The Landlord leases to the Tenant and the Tenant takes a lease of the Premises for the Term commencing on the Commencement Date and terminating on the Expiry Date subject to the provisions of this Lease.

### 2.2. Quiet enjoyment

If the Tenant complies with the Tenant's obligations under this Lease, the Tenant may use the Premises without interruption or disturbance from the Landlord or any person claiming by, through or under the Landlord.

### **3. RENT**

#### **3.1. Rent**

The Tenant must pay the rent to the Landlord annually in advance, the first payment must be paid on the Rent Commencement Date and thereafter on each and every anniversary of the Rent Commencement Date during the Term and any further term (if demanded).

#### **3.2. No Review**

The Landlord acknowledges and agrees that the rent will not be reviewed, adjusted or increased at any time during the Term or any further term.

### **4. OUTGOINGS**

The Tenant shall pay Outgoings to the Landlord within 30 days of receipt of a valid tax invoice from the Landlord. Payment by the Tenant is subject to and conditional upon the Landlord first issuing to the Tenant:

- 4.1.1. a copy of the relevant notice of assessment or tax invoice relating to the relevant Outgoing; and
- 4.1.2. an invoice or statement indicating the proportion and the amount payable by the Tenant.

### **5. SERVICES**

#### **5.1. Charges for Services**

The Tenant must pay by the due date all charges for Services supplied to the Premises and consumed by the Tenant, as invoiced by the relevant supplier.

### **6. USE OF THE PREMISES**

#### **6.1. Permitted use**

The Tenant may use the Premises for fire and emergency services and all ancillary uses unless the Landlord consents to another use consistent with the purpose of Management Order P481027.

#### **6.2. Restrictions on use**

The Tenant must not:

- 6.2.1. carry on any noxious or offensive trade or business at the Premises;
- 6.2.2. cause any nuisance to occupiers of adjacent premises;
- 6.2.3. interfere with or obstruct the operation of or access to the Services or overload any Service; or
- 6.2.4. use any facilities at the Premises, including the toilets and drains, for any improper purpose.

### **7. MAINTENANCE AND REPAIR**

#### **7.1. Repair of Premises**

- 7.1.1. The Tenant at its cost shall maintain the Premises in reasonable repair and condition except for fair wear and tear and damage by fire, storm, tempest and any other risk which a prudent owner can and usually does insure against, including damage to plate glass.
- 7.1.2. The second exception in clause 7.1.1 does not apply to the extent that insurance money is irrecoverable through the negligent act or default of the Tenant or the Tenant's Employees.
- 7.1.3. Nothing in clause 7.1.1 imposes responsibility on the Tenant for any maintenance, replacement, renovation or repair of a capital or structural nature unless required because of:
  - 7.1.3.1. the negligent act or default of the Tenant or the Tenant's Employees; or
  - 7.1.3.2. the Tenant's use of the Premises other than as permitted by this Lease.
- 7.1.4. The Landlord acknowledges and agrees that the Outgoings will not include general costs for normal/standard maintenance and repair of the Premises, such costs being payable by the Tenant under clause 7.1.1.

## **7.2. Cleaning**

The Tenant must keep the Premises clean and tidy.

## **8. ALTERATIONS**

### **8.1. Alterations and additions**

The Tenant must not without the Landlord's consent, which will not be unreasonably refused or delayed, materially alter or add to the Premises or install any heavy article likely to overload the Building.

## **9. LEGAL OBLIGATIONS**

### **9.1. Compliance with laws and Official Requirements**

The Tenant must comply with and observe any law or Official Requirement concerning the Tenant's use or occupation of the Premises.

### **9.2. Structural alterations**

The Tenant is not required under clause 9.1 to do or pay for structural alterations or additions except those arising from the nature of the Tenant's business.

## **10. MANAGEMENT OF THE PREMISES BY LANDLORD**

### **10.1. Management**

The Landlord may appoint a Managing Agent to manage the Premises and represent the Landlord in relation to this Lease. If the Landlord appoints a Managing Agent, the Managing Agent is taken to be authorised to exercise the rights and powers of the Landlord under this lease.

### **10.2. Right to enter**

The Landlord may after giving at least 5 business days' notice to the Tenant (or in an emergency, without notice) enter the Premises to do any one or more of the following things:

- 10.2.1. repair the Premises (not being normal/standard repairs) and plant and equipment at the Premises;
- 10.2.2. maintain, repair or alter the Services; or
- 10.2.3. carry out structural work to the Building or any other work required by an Authority.

In exercising its entry rights under this lease, the Landlord or its employees, agents or contractors must be accompanied by a representative of the Tenant at all times and comply with the Tenant's reasonable directions.

### **10.3. Minimise disruption**

If the Landlord does anything permitted by the preceding clause 10.2 the Landlord must not disrupt the Tenant or the Tenant's use of the Premises and must promptly make good at the Landlord's cost any damage to the Premises or the Tenant's Property caused by the Landlord or the Landlord's employees, agents or contractors.

## **11. TENANT'S RIGHTS IN RELATION TO USE OF PREMISES**

### **11.1. Access**

The Tenant may access the Premises at all times of the day or night (24 hours a day, 7 days a week) during the Term and any further term.

## **12. ASSIGNMENT AND SUBLETTING**

### **12.1. Assignment and subletting permitted with consent**

The Tenant may assign this Lease or sublet all or part of the Premises with the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed) and the Minister for Lands.

### **12.2. Exclusion of Property Law Act**

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

### **12.3. Tenant released**

From the date that the Tenant assigns this Lease, the Tenant is released from all its obligations under this Lease.

## **13. INDEMNITY**

### **13.1. Indemnity**

The Tenant is responsible for and indemnifies the Landlord and the Minister for Lands (as the case may be) against any liability resulting from:

13.1.1. any loss of or damage to property or any injury to or death of any person occurring at the Premises caused by the Tenant; or

13.1.2. any reasonable action taken by the Landlord to remedy a default by the Tenant.

This indemnity does not apply to the extent that the liability is caused or contributed to by the Landlord or the Landlord's agents, contractors or employees or the Minister for Lands or the Minister for Lands agents, employees or contractors.

## **14. LANDLORD'S OBLIGATIONS CONCERNING PREMISES**

### **14.1. Suitability of Premises**

The Landlord warrants that at the Commencement Date the Premises are fit for occupation and for the use permitted by this Lease and comply with all laws relating to the Premises.

### **14.2. Deliberately Omitted**

### **14.3. Contamination, Asbestos and bacteria**

The Landlord warrants that to the best of the Landlord's knowledge the Premises are at the Commencement Date (and will continue during the Term to be) free of:

14.3.1 contamination;

14.3.2 hazardous materials (including ACP's);

14.3.3 asbestos and any bacteria of a type and in a quantity which may be hazardous or dangerous to health.

### **14.4. Environmental laws**

The Landlord must comply with all Environmental Laws.

### **14.5. Occupational Health**

The Landlord warrants that the Premises conform to and are consistent with all applicable notices and directions of the Department of Energy, Mines, Industry Regulation and Safety of the Government of Western Australia relating to work, health and safety.

## **15. LANDLORD'S OBLIGATIONS CONCERNING SERVICES**

### **15.1. Services**

The Landlord must use best endeavours to ensure all Services function properly at all times except when temporarily shut down for maintenance or repairs.

### **15.2. Maintain Services**

The Landlord at its cost must maintain the Services to the Premises at all times.

### **15.3. Interruption to Services**

In the event of any interruption or failure to function of the Services to the Premises, the Landlord at its cost must immediately reinstate the Services or procure the reinstatement of the Services to the Premises (as the case may be).

## **16. LANDLORD'S GENERAL OBLIGATIONS**

### **16.1. Structure**

The Landlord at its cost must maintain the structure of the Building to a sound, safe and watertight condition at all times.

### **16.2. Capital Costs**

For the avoidance of any doubt and for clarification purposes, the Landlord acknowledges and accepts that the Landlord at its sole cost and expense will be responsible for the replacement of all items of a capital and/or structural nature.

### **16.3. Insurance**

The Landlord must insure the Premises against damage by fire, storm, tempest and usual insurable risks including risk of damage to plate glass and providing for replacement of cracked or broken plate glass.

### **16.4. Rates and Taxes & Outgoings**

The Landlord must by the relevant due date or dates pay all Rates and Taxes and any other Outgoings relating to the Land or the Premises.

## **17. DEFAULT AND TERMINATION**

### **17.1. Tenant's default**

The Tenant is in default if :

- 17.1.1. the Tenant fails to comply with any of the Tenant's obligations under this Lease within 30 days after the Landlord has given the Tenant a notice specifying the default and requiring it to be remedied;
- 17.1.2. an Insolvency Event occurs in relation to the Tenant; or
- 17.1.3. the Tenant repudiates this Lease.

### **17.2. Forfeiture of Lease**

Subject to giving prior demand or notice to the Tenant, if the Tenant is in default in any manner specified in clause 17.1, the Landlord may terminate this Lease on the date being not less than 30 days after the giving of notice to the Tenant.

### **17.3. Interest on overdue money**

The Tenant must pay interest to the Landlord on any rent or other money due to the Landlord and unpaid for 30 days. Interest is to be computed from (and including) the due date for payment until (but not including) the date of actual payment. The rate of interest is to be 2% per annum above the highest overdraft rate charged by the Commonwealth Bank for overdraft accommodation of amounts not exceeding \$100,000 at the date for payment of any money.

### **17.4. Essential terms and damages**

Every obligation of the Tenant under this Lease:

- 17.4.1. to pay money;
- 17.4.2. not to do something without the Landlord's consent; or
- 17.4.3. relating to damage to the Premises or to the state of repair or condition of the Premises,

is an essential term of this Lease. (This clause does not prevent other obligations being essential terms).

If the Tenant defaults by not performing or complying with any obligation which is an essential term, the Landlord is entitled to recover damages for losses over the whole Term, including losses caused by the non-payment of money by the Tenant over that period, even if this Lease is terminated by the Landlord as a result of the Tenant's default before the Expiry Date.

This clause is not to be taken as relieving the Landlord of its duty to mitigate losses.

## 18. TERMINATION OF TERM

- 18.1.1. On termination of this Lease, the Tenant must leave the Premises clean and tidy and in good repair, order and condition in accordance with this Lease fair wear and tear excepted and taking into account the property condition report referred to in clause 23.
- 18.1.2. The Tenant may remove the Tenant's Property from the Premises at any time before termination of this Lease and must repair any damage to the Premises caused by removal of the Tenant's Property.
- 18.1.3. If the Tenant does not remove the Tenant's Property or any part before termination, the Landlord must give the Tenant notice of any Tenant's Property which has not been removed and allow the Tenant access to the Premises for the purpose of removing it within 7 days after the notice is given. If any of the Tenant's Property has not been removed within that time, the Landlord may treat that Tenant's Property as if it has become the Landlord's Property.

## 19. DAMAGE AND DESTRUCTION

### 19.1. Definition

In this clause 19 "**abatement notice**" means a notice given under clause 19.2.

### 19.2. Abatement

If at any time the Premises are wholly or partly:

- 19.2.1. unfit for occupation and use by the Tenant; or
- 19.2.2. inaccessible having regard to the nature and location of the Premises and the normal means of access to them,

as a result of:

- 19.2.3. destruction or damage;
- 19.2.4. contamination or any other hazardous materials;
- 19.2.5. the presence of or the removal of asbestos;
- 19.2.6. the existence of bacteria of a type or in a quantity harmful to the health of persons at the Premises; or
- 19.2.7. major repairs or works to the Premises by the Landlord, or any major construction, rebuilding, alteration or works to any adjoining property by the Landlord,

then from the date that the Tenant notifies the Landlord of the relevant event the rent and any other money payable by the Tenant are to abate according to the circumstances.

### 19.3. Tenant may terminate

If clause 19.2 applies, then at any time after 1 week from the date the abatement notice is given, the Tenant may terminate this Lease by notice to the Landlord.

## 20. MISCELLANEOUS

### 20.1. Notices

- 20.1.1. Any notice by any party under this Lease is valid if signed by any authorised representative or the solicitor of that party.
- 20.1.2. Any notice to any party under this Lease is valid if given to a managing agent appointed by that party to manage the Premises.
- 20.1.3. Any notice by the Tenant to the Landlord is taken to be properly given if:
  - 20.1.3.1. served personally;
  - 20.1.3.2. sent to any facsimile number used by the Landlord; or



20.1.3.3. forwarded by prepaid post addressed to the Landlord's address.

20.1.4. Any notice by the Landlord to the Tenant must be given by being sent by prepaid post to:

DFES  
20 Stockton Bend  
COCKBURN CENTRAL WA 6164  
Attention: Land and Buildings

20.1.5. All notices sent by post may be addressed to the address stated in this Lease or, if another address is used by the Landlord, to that other address.

20.1.6. Any notice sent by:

20.1.6.1. post is taken to be given on the third business day after the day it was posted; or

20.1.6.2. facsimile is taken to be given at the time that the notice was transmitted unless the sender's facsimile machine indicates a malfunction in the transmission.

20.1.7. Any notice must be in writing.

20.1.8. If a notice is delivered or received after 5pm, it is to be treated as having been given at the beginning of the next business day.

## 20.2. Caveat

The Tenant may lodge a subject to claim caveat in respect of the Premises in relation to the Tenant's interests under this Lease subject to obtaining the prior consent of the Minister for Lands. The Tenant must withdraw a caveat lodged with the Minister for Lands consent after the Tenant has ceased to have any interest in the Premises under this Lease.

## 20.3. Costs and expenses arising on default

A party who is in default must pay to or reimburse the other party on demand the amount of all costs and expenses (including legal costs and expenses) arising as a result of enforcing any right under this Lease including giving a notice under section 81 of the *Property Law Act*.

## 20.4. Other costs and expenses

Unless otherwise stated in this Lease, each party will pay its own costs and expenses (including legal costs and expenses) in connection with this Lease or anything done or to be done under this Lease (including an extension of lease).

## 21. GST

### 21.1. Definitions

In this Lease:

21.1.1. **GST** has the meaning given in section 195-1 of the *GST Act*;

21.1.2. **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999*;

21.1.3. **Input Tax Credit** has the meaning given in section 195-1 of the *GST Act*;

21.1.4. **Primary Payment** means any payment by the Tenant to the Landlord under this Lease;

21.1.5. **Taxable Supply** has the meaning given in section 195-1 of the *GST Act*; and

21.1.6. **Tax Invoice** has the meaning given in section 195-1 of the *GST Act* and in the *A New Tax System (Goods and Services Tax) Regulations 1999*.

### 21.2. Payments exclusive of GST

The amount of all Primary Payments specified in this Lease is exclusive of GST.

### 21.3. Primary Payment increased

If GST is payable by the Landlord in respect of a Primary Payment or any part in connection with a Taxable Supply provided under this Lease:

21.3.1. the Primary Payment is increased by an amount equal to the applicable GST; and

21.3.2. the Tenant must pay the amount of the increase in the same manner and on the same date as the Tenant is required to pay the Primary Payment.

#### **21.4. Adjustment**

If the Primary Payment consists (wholly or partly) of the recovery by the Landlord of all or a portion of the Landlord's costs, the Primary Payment is to be reduced by the amount (or corresponding proportion) of the Input Tax Credits available to the Landlord in respect of these costs and then increased by any applicable GST payable under clause 21.3.

#### **21.5. Tax invoice**

If a Primary Payment is to be increased to account for GST under clause 21.3, the Landlord must, by the date on which the increased Primary Payment is to be paid, issue a Tax Invoice to the Tenant. The Landlord warrants that the amounts referred to in any Tax Invoice given to the Tenant are correct.

### **22. OPTION TO EXTEND**

#### **22.1. First Option Period**

If a period is stated in Item 6.1 of the Schedule (**First Option Period**), the Tenant has the option to extend this Lease for the First Option Period, if the Tenant is not in default under this Lease when the option is exercised (notice of which must have been previously provided to the Tenant). This option may be exercised by the Tenant notifying the Landlord in writing that the Tenant wants to extend this Lease for that period at least 1 month before the Expiry Date.

#### **22.2. Second Option Period**

If a period is stated in Item 6.2 of the Schedule (**Second Option Period**), the Tenant has the option to extend this Lease for the Second Option Period, if the Tenant is not in default under this Lease as extended when the option is exercised (notice of which must have been previously provided to the Tenant). This option may be exercised by the Tenant notifying the Landlord in writing that the Tenant wants to extend this Lease for that period at least 1 month before the last day of the First Option Period.

#### **22.3. Terms and conditions**

If this Lease is extended under clause 22.1, all the provisions of this Lease continue to apply, except the option in clause 22.1. If this Lease is further extended under clause 22.2, all the provisions of this Lease continue to apply, except the options in clauses 22.1 and 22.2.

### **23. PROPERTY CONDITION REPORT**

Notwithstanding any other provision contained in this Lease to the contrary, the Landlord acknowledges and accepts that the Landlord at its cost will arrange the preparation of a property condition report (including photographs and furniture inventory) on or about the Commencement Date to evidence the condition of the Premises as at the Commencement Date. A copy of the property condition report must be provided to the Tenant for the Tenant's approval.

### **24. MINISTER FOR LANDS**

The Minister for Lands has consented to this Lease, a copy of which consent is attached to this Lease marked "2".

## SCHEDULE

- |               |   |
|---------------|---|
| <b>Item 1</b> | <p><b>Landlord</b></p> <p>Shire of Trayning of Railway Street, Trayning, WA</p>   |
| <b>Item 2</b> | <p><b>Tenant</b></p> <p><b>FES Ministerial Body</b> a body corporate pursuant to the Fire and Emergency Services Act 1998 (WA) of 20 Stockton Bend, Cockburn Central, WA</p>  |
| <b>Item 3</b> | <p><b>Land</b></p> <p>Lot 502 on Deposited Plan 417727 being the land comprised in Crown Land Title Volume LR3175 Folio 568</p>   |
| <b>Item 4</b> | <p><b>Premises</b></p> <p>Part of the Land including the Building situated thereon shown for identification purposes outlined in red on the plan attached marked "1".</p>   |
| <b>Item 5</b> | <p><b>Term</b></p> <p>The period of 50 years on and from the Commencement Date to the Expiry Date.</p> <p><b>Commencement Date</b></p> <p>The date of the Minister for Lands consent to this Lease, being 2 August 2024.</p> <p><b>Expiry Date</b></p> <p>The day before the 50<sup>th</sup> anniversary of the Commencement Date.</p>  |
| <b>Item 6</b> | <p><b>Option Term</b></p> <ol style="list-style-type: none"> <li>1. 10 years commencing on the 50<sup>th</sup> anniversary of the Commencement Date.</li> <li>2. 10 years commencing on the 60<sup>th</sup> anniversary of the Commencement Date.</li> </ol>  |
| <b>Item 7</b> | <p><b>Rent</b></p> <p>\$1.00 per annum (exclusive of GST) (if demanded)</p>   |
| <b>Item 8</b> | <p><b>Rent Commencement Date</b></p> <p>The Commencement Date</p>   |
| <b>Item 9</b> | <p><b>Additional Provisions</b></p> <ol style="list-style-type: none"> <li>1. The Tenant is not obliged at any time during the Term or at the end of the Lease to reinstate the Premises (including the Building) in any way whatsoever.</li> <li>2. The Tenant is not required at any time during the Term to provide any form of guarantee or security to the Landlord.</li> <li>3. The Landlord acknowledges and agrees that while the Tenant is FES Ministerial Body, the Tenant will maintain cover of the nature effected with the Western Australian Government Treasury Managed Fund (Riskcover) for the Premises.</li> <li>4. Before the Landlord transfers the Land, the Landlord must cause the transferee to enter into a deed of covenant with the Tenant agreeing to perform the Landlord's obligations contained in this Lease in the same manner and to the same extent as if the transferee had been named in this Lease as the Landlord. The deed is to be prepared by the Tenant's solicitors at the cost of the Landlord.</li> <li>5. Notwithstanding any other provision contained in this Lease to the contrary, the Tenant is not required at any time during the Term or at the end of the Lease to re-paint the Building or any part of the Building.</li> <li>6. The Landlord at its cost warrants at all times to upgrade the finishes and appearance of the Building and any Services to the Premises to keep the standard of the Premises commensurate with high quality premises in regional locations in Western Australia.</li> </ol> |

7. The parties acknowledge and agree that neither party will be considered to be in default of performance of any of its obligations under this Lease if such performance is prevented or delayed by Force Majeure. "**Force Majeure**" is to be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirement of law, or an act of God.
8. The Landlord acknowledges and agrees that the Tenant may terminate this lease at any time during the Term and any further term by giving 6 months notice to the Landlord and at the expiration of the notice period, this lease terminates. The Tenant is not liable to the Landlord for any loss caused by termination of this lease and the Landlord has no claim against the Tenant for compensation, damages or any other payment resulting from the Tenant exercising this right of termination.
9. The Landlord acknowledges and agrees that the Tenant may install signage at the Premises (including on the Building) for no additional rent or fee. The Tenant is responsible for all costs relating to the installation, maintenance and removal of the Tenant's signage.
10. Notwithstanding any other provision contained in this lease to the contrary, Clause 12.1 does not apply to an assignment, subletting or licence to any Government Tenant and the Tenant may assign this Lease, sublet part or all of the Premises or licence part or all of the Premises to a Government Tenant at any time without the Landlord's consent, but subject always to first obtaining the Minister for Lands consent. The Tenant must promptly give the Landlord notice of any assignment, sublease or licence to a Government Tenant.

For the purposes of this Lease "**Government Tenant**" includes any corporation or other legal entity owned or controlled by a state or federal Government, and any person, agent, authority or other instrumentality acting for or exercising the power of a state or federal Government.

11. Notwithstanding any other provision contained in this lease to the contrary, the Landlord acknowledges and agrees that any payment under this Lease by the Tenant is subject to and conditional upon the Tenant receiving a valid tax invoice (incorporating 30 day payment terms) from the Landlord.

The Landlord acknowledges and agrees that the Landlord may not issue a tax invoice for rent later than 3 months after the start of the relevant year of the Term or any further term (time being of the essence). A tax invoice given other than within the period referred to in this paragraph of special condition 11 has no force or effect.

12. The Landlord must not itself knowingly nor will it knowingly permit any third party to alter, damage or in any way interfere with any part of the Tenant's Property or the Premises and indemnifies the Tenant against any costs, losses or expenses arising from any such alterations, damage or interference.
13. The parties acknowledge the following:
  - a. Reserve 17909 was created for the purpose of Recreation, Water Supply and Emergency Services.
  - b. The Landlord, as the primary interest holder, has the care, control and management of the Land pursuant to Management Order P481027.
  - c. Pursuant to the Management Order, the Landlord has the power to lease the Land for any term, subject to the prior written consent of the Minister for Lands.
  - d. Subject to obtaining the prior written consent of the Minister for Lands to this Lease, the Landlord has agreed to grant a lease to the Tenant on the terms contained in this Lease.

Executed as a Deed.

The Common Seal of the Shire of Trayning was  
hereunto affixed in the presence of:

Shire President

Print Full Name

CEO

Print Full Name

Signed by **RYAN BULLUSS** Executive Manager – )  
Land and Buildings as sub delegate of the Minister )  
under Sections 15 and 16 of the Fire and Emergency )  
Services Act 1998 (WA ) in the presence of: )



Signature of Witness

**KARIN STUBBERFIELD**

Print name of Witness

**20 STOCKTON BEND  
LOCKBURN CENTRAL**

Address of Witness

**BUSINESS SUPPORT OFFICER**

Occupation of Witness

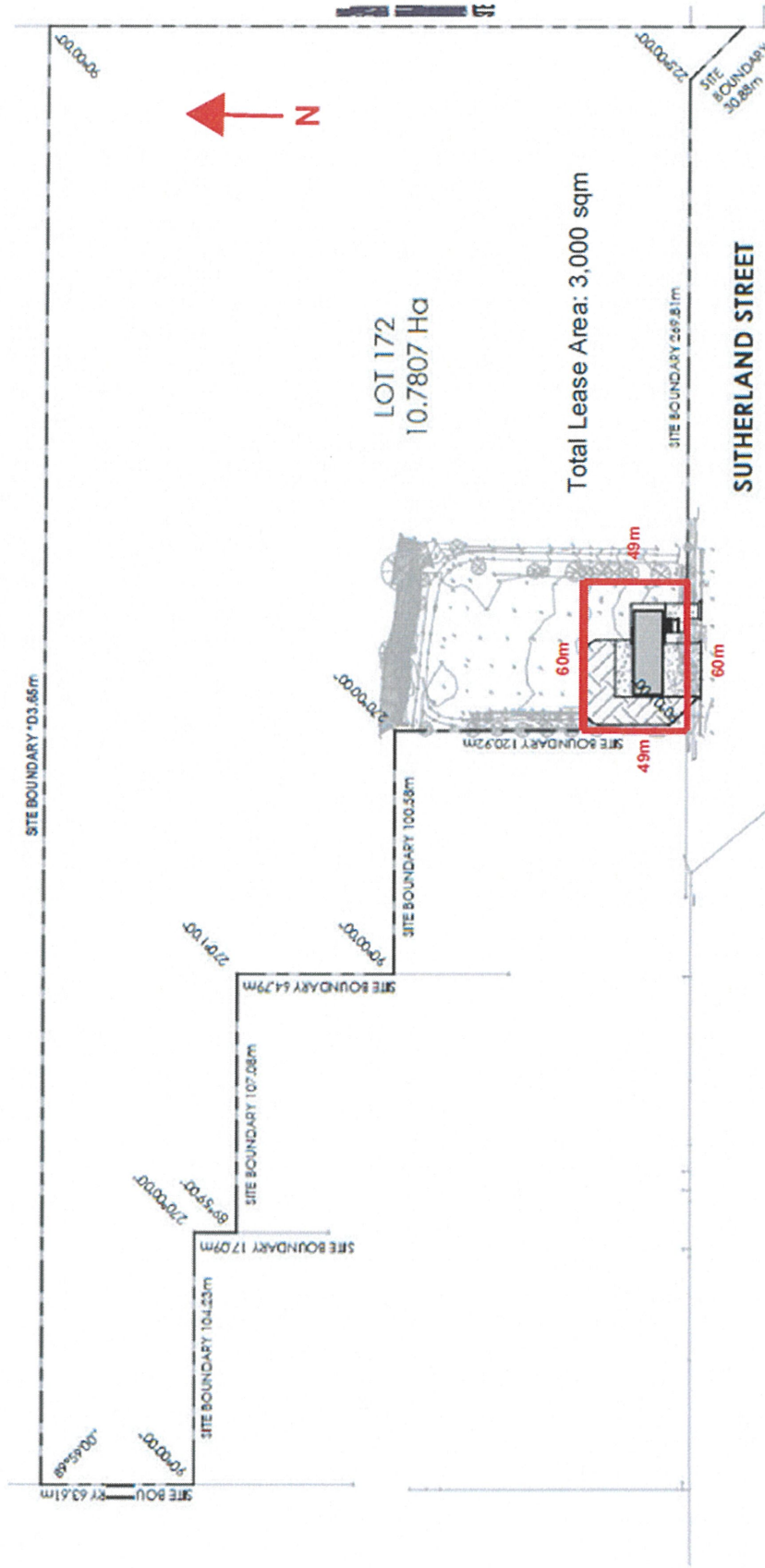
**“A”****DEFINITION OF “OUTGOINGS”**

**Outgoings** means the total of all amounts properly and reasonably paid or payable by the Landlord in respect of an Accounting Year for the Land or the Premises in connection with:

- (1) Rates and Taxes for the Land or the Premises;
- (2) premiums and any other costs or expenses relating to any insurance which the Landlord reasonably takes out in connection with the Premises;
- (3) supplying Services to the Premises, except Services which are separately metered and charged to the Tenant;
- (4) maintaining and repairing plant and equipment at the Premises (if applicable);
- (5) security and safety for the Premises, including providing all types of alarms.

The Outgoings do not include any capital costs (including the replacement of parts) or any expenditure for structural work or contributions to any sinking fund.

“1”



PROPOSED SITE PLAN - OVERALL  
1 : 2000







Department of Planning,  
Lands and Heritage

OFFICIAL

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Land Use Management

Our ref: 06972-1921 Case 2401850  
Objective ID A13663978  
Enquiries: Rosanna Monastra, ph 65524648  
Email: Rosanna.monastra@dplh.wa.gov.au

2 August 2024

Peter Broun  
Director, Property & Real Estate  
Murfett Legal  
Level 2, 111 Wellington Street  
EAST PERTH WA 6004

BY EMAIL ONLY: [peter.broun@murfett.com.au](mailto:peter.broun@murfett.com.au)

Dear Peter

**Section 18 Ministers Consent for proposed Lease Agreement over portion of Reserve 17909, Shire of Trayning between Shire of Trayning (Lessor) and FES Ministerial Body (Lessee)**

Thank you for your recent correspondence regarding permission to the Lease agreement over portion of Reserve 17909 (Lot 502 on Deposited Plan 417727 QCLT 3175-568) which is set aside for the purpose of "Recreation, Water Supply and Emergency Services" and managed by the Shire of Trayning with power to lease and or licence subject to the consent of the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) approval from the Minister for Lands is granted to the proposed Lease agreement provided to the Department of Planning, Lands and Heritage (the Department) by email dated 30 July 2024 on the condition that the final Lease agreement executed by the parties is on the same terms as that provided to the Department with that email. If the final document executed by the parties is not on the approved terms, then it may be void under section 18 LAA.

Please note that this approval is for the purposes of section 18 LAA only and does not constitute an endorsement as to the terms and effect of the document. The Department cannot provide any advice in respect of the Lease agreement and recommends that each party obtain their own independent advice as to their rights and obligations under the Lease agreement.

This approval is subject to the registration requirements of the *Transfer of Land Act 1893*. You will need to provide a copy of this letter to Landgate if the documents are to be lodged for registration at Landgate.

Should you have any enquiries please don't hesitate to contact me on any of the above details.

Yours sincerely

**Rosanna Monastra**  
Senior State Land Officer  
Case Delivery

