

Lease

**The Landlord as named in Item 1 of Schedule 1
and**

The Tenant as named in Item 2 of Schedule 1

DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING

Recitals

This Lease is made on

2022_____

between

the Landlord named in Item 1

and

the Tenant named in Item 2

Recitals

- A. The Land is as described in Item 4.
- B. The Landlord has been appointed by the Minister as the Committee of Management of the Land under s 14 of the Act and has power to enter into this Lease under the Applicable Leasing Power.
- C. The Landlord has agreed to grant to the Tenant a lease to use the Premises in accordance with the terms and conditions set out in this document.

Operative Provisions

See Part 1

Signing Page

Executed as a deed.

Landlord

Signed on behalf of **CASEY CITY
COUNCIL** pursuant to Instrument of
Delegation dated 25 February 2022 in
the presence of

)

)

) **Jessica Winston**

) **Team Leader Property Services**

.....
Witness

Landlord reference: [insert]

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Signing Page

Tenant

[Briefing Note: Choose one signature block option and delete all the others]

Company - Without Common Seal

EXECUTED by **[insert company name]** ACN **[insert ACN]** in accordance with s 127(1) of the *Corporations Act 2001* (Cth):

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

Company - With Common Seal

THE COMMON SEAL of **[insert company name]** ACN **[insert ACN]** was affixed in accordance with s 127(2) of the *Corporations Act 2001* (Cth):

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

Landlord reference: **[insert]**

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Signing Page

Company - Sole Director and Secretary

EXECUTED by **[insert company name]** ACN
[insert ACN] in accordance with s 127(1) of the
Corporations Act 2001 (Cth):

Signature of sole director and sole company
secretary

who states that he/she is the sole director and
the sole company secretary of the company

Name of sole director and sole company
secretary (print)

Incorporated association - With Common Seal

THE COMMON SEAL of **[insert incorporated
association name]** Organisation Number
[insert number] was affixed in accordance with
its Rules in the presence of:

Signature of committee member

Signature of committee member/secretary
(delete as applicable)

Name of committee member (print)

Name of committee member/secretary
(delete as applicable)

Usual Address (print)

Usual Address (print)

Incorporated association - Without Common Seal

EXECUTED by **[insert incorporated
association name]** Organisation Number
[insert number] by authority of the committee:

Signature of committee member

Signature of committee member/secretary
(delete as applicable)

Name of committee member (print)

Name of committee member/secretary (print)
(delete as applicable)

Landlord reference: **[insert]**

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Signing Page

Individual

SIGNED, SEALED AND DELIVERED by
[insert name of individual] in the presence of:

Signature of Witness

Signature of [insert name of individual]

Name of Witness (print)

By Power of Attorney (individual, corporation or incorporated association)

SIGNED, SEALED AND DELIVERED by
[insert name of individual signing] as
attorney for [insert name of
individual/company] under power of
attorney dated [insert date of power of
attorney] in the presence of:

Signature of Witness

Signature of [insert name of individual
signing]

Name of Witness (print)

Landlord reference: [insert]

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MINISTERIAL ATTESTATIONS

Section 17D Crown Land (Reserves) Act 1978

Under Section 17D of the *Crown Land (Reserves) Act 1978* I, **[insert full name and title of delegate]**, in the Department of Environment, Land, Water and Planning as delegate of the Minister for Energy, Environment and Climate Change hereby:
Consent to the grant of this lease;

Approve the covenants, exceptions, reservations and conditions contained therein;

Am satisfied that the purpose for which the lease is being granted is not detrimental to the purpose for which the land is reserved.

Signature of **[insert full name and title of delegate]**

Schedule 1 Lease particulars (Items)

- 1. Landlord**

Casey City Council (ABN 43 320 295 742)

Bunjil Place, 2 Patrick North East Drive, Narre Warren Vic 3805

Authorised Representative: Address: 2 Patrick Northeast Drive Narre Warren 3805

Telephone: 97099300

Email: kpole@casey.vic.gov.au
- 2. Tenant**

[Insert Tenant's name] of [insert street address]

Authorised Representative: [insert position title]

Address: [insert street address]

Telephone: [insert business telephone number]

Email: [insert business email address]
- 3. Act**

The relevant legislation is the *Crown Land (Reserves) Act 1978*.

Applicable Leasing Power

The Landlord has power to grant this Lease under Section 17D of the *Crown Land (Reserves) Act 1978*.
- 4. Land**

The Land is Crown land reserved under s 4 of the *Crown Land (Reserves) Act 1978*.

The land at 34A Homestead Road Berwick 3806, being Crown Allotment 9 Section 4 Parish of Berwick and temporarily reserved pursuant to an Order in Council of 9th August 1983 (vide Government Gazette 17th August 1983) for the purpose of conservation and area of historic interest purposes
- 5. Premises**

That part of the Land shown bounded in blue on Plan of Premises as the 'Premises' and the improvements erected on that part of the Land, including without limitation the improvements existing at the Commencement Date or that are subsequently installed or constructed on that part of the Land under this Lease, and situated at 34A Homestead Road Berwick
- 6. Term**

5 years
- 7. Commencement Date**

[insert]
- 8. Rent**

\$(insert) (excluding GST), payable monthly in advance, on or before the Commencement Date, and then on each subsequent month.
- 9. Review Date and Review Mechanism**

These Review Mechanisms and Review Dates marked with "X" below apply to this Lease:

Landlord reference: [insert]

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Schedule 1 Lease particulars (Items)

- ☒ Review Mechanism to market review
(Market Review)
Date(s) for this Market Review
(Market Review Date): Every five years from the Commencement Date.
- ☒ Review Mechanism to fixed percentage review **(Fixed Percentage Review)**
Date(s) for this Fixed Percentage Review **(Fixed Percentage Review Date)**: Annually from the Commencement Date except when a Market Review applies.
Fixed Percentage: three percent (3%)
10. **Permitted Use** Operation of a cafe
11. **Maintenance and Repair** Except for fair wear and tear and subject to the Retail Leases Act, the Tenant must keep the Premises and Tenant's Improvements in good order and repair and in accordance with the obligations identified as the Tenants responsibilities in the Maintenance Schedule provided in Attachment 2. The Tenant acknowledges and agrees that the Condition Report attached to this lease in Attachment 3. Reflects the true condition of the Premises as at the Commencement date.
12. **Insurance** The insurance that applies is as marked "X" below:
☒ Public liability for the amount of \$20 million for a single event
13. **Further Term** 5 years
14. **Security** The security that applies is as marked "X" below:
☒ Bank Guarantee for the amount of 6 month's Rent
15. **Retail Lease** Whether the Retail Act applies is as marked "X" below:
☒ The Retail Act applies because the Premises are retail premises within the meaning of the Retail Act.
16. **Environmental Management** The Environmental Management requirements are as marked "X" below:
☐ Environmental Report
☐ Environmental Management Plan
☒ Not applicable

Schedule 1 Lease particulars (Items)

- | | | |
|-----|--------------------------------|---|
| 17. | Guarantee and Indemnity | <input checked="" type="checkbox"/> A guarantee and indemnity is required
<input type="checkbox"/> Not applicable |
| 18. | Landlords Improvements | All fittings, fixtures and chattels contained in the Premises at the Commencement date (as set out in the Condition Report shown as Attachment 3) or installed by the Landlord during the term |
| 19. | Tenants Improvements | All fittings, plant, equipment, furniture, internal partitions, fitout and other articles in the Premises in the nature of trade or Tenants fixtures in each case which are owned or leased by the Tenant or otherwise brought onto or installed in the Premises by or on behalf of the Tenant. |

Schedule 2 Special Conditions

See Part 1

Landlord reference: [insert]

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Schedule 3 Special Conditions (Site Specific)

7. Landlord Manager

- 7.1 The Tenant acknowledges that the Premises forms part of Land and buildings at 34A Homestead Road Berwick known as the Old Cheese Factory (Old Cheese Factory).
- 7.2 The Tenant acknowledges that the Old Cheese Factory is managed by the Landlord. The Tenant will follow Landlord's reasonable directions in relation to the Old Cheese Factory including, but not limited to, car parking and occupational health and safety issues.
- 7.3 The Tenant must attend quarterly meetings with the Old Cheese Factory Manager (as appointed by Landlord from time to time) to discuss matters of common interest relating to the Old Cheese Factory.

8. Bank Guarantee

- 8.1 To secure the Tenant's obligations under this Lease, on or before the Commencement Date, the Tenant must deliver to the Landlord the Bank Guarantee in favour of the Landlord that meets the requirements described in Special Condition 8.2.
- 8.2 The bank guarantee must be on terms acceptable to the Landlord, which will include: a discretionary ability to assign the bank guarantee; no expiry date; a requirement for the issuing party to be an Australian trading bank; and an obligation on the issuing party to pay money to the Landlord promptly on presentation and without further notice to the Tenant (collectively the '**Bank Guarantee**').
- 8.3 If the Tenant breaches any of its obligations under this Lease, the Landlord may draw upon the Bank Guarantee without providing Notice to the Tenant for the purpose of rectifying the Tenant's breach at no Cost to the Landlord (and the Tenant grants the Landlord a licence to access the Premises as and when required for these purposes).
- 8.4 If the Landlord has exercised its rights under Special Condition 8.3, the Tenant must, within 14 days of demand provide a replacement or additional bank guarantee to the Landlord, to ensure that the Bank Guarantee remains at the required level at all times.
- 8.5 The Landlord will return the Bank Guarantee to the Tenant within 60 days of the occurrence of the later of the following events:
 - 8.5.1 the ending of this Lease for any reason; or
 - 8.5.2 the Landlord, acting reasonably, being satisfied that the Tenant has complied with all its obligations under this Lease.

9. Further Term

- 9.1. **Option to renew**

Schedule 3 Special Conditions (Site Specific)

- 9.1.1 Unless a Further Term(s) is provided in Item 13, there is no option to renew this Lease.

9.2. Notice of intention to renew

Where Item 13 provides for a Further Term:

- 9.2.1 If the Tenant wishes to renew the Lease for a Further Term then the Tenant must give the Landlord a Notice of intention to renew the Lease not more than twelve (12) months or less than six (6) months before the Term expires (**Notice of Intention to Renew**).
- 9.2.2 If the Retail Act does not apply or the Lease does not provide a mechanism for setting the initial annual rent from the commencement of the Further Term, then:
- 9.2.2.1 within 2 months of receiving the Notice of Intention to Renew, the Landlord must give the Tenant a Notice specifying the current market value of the Further Term determined by a qualified valuer, which will be the Rent from the commencement of the Further Term (the **Further Term Notice**). The qualified valuer, will be instructed to disregard the value of any Tenant's Improvements and goodwill of the Tenant's business when determining the current market value of the Further Term:
 - 9.2.3 Within one month of receiving the Further Term Notice, if the Tenant wishes to renew the Lease for the Further Term at a rent which will be the current market valuation set out in the Further Term Notice, the Tenant must give the Landlord a Notice:
 - 9.2.3.1 stating that the Tenant wishes to renew the Lease for the Further Term; and
 - 9.2.3.2 accepting the current market value set out in the Further Term Notice (the **Renewal Notice**).

9.3. Renewal

Where Item 13 provides for a Further Term, the Landlord must grant to the Tenant and the Tenant must take a new lease for the Further Term if:

- 9.3.1 the Tenant has given the Renewal Notice on time;
- 9.3.2 there is no unremedied default of which the Landlord has given the Tenant written notice;
- 9.3.3 the Tenant has not persistently defaulted under this Lease throughout its Term and the Landlord has not given the Tenant notices of the defaults; and
- 9.3.4 if the Retail Act does not apply, the Tenant does not default under this Lease after giving the Landlord the Renewal Notice.

9.4. Terms of new lease

Schedule 3 Special Conditions (Site Specific)

The new lease will:

- 9.4.1 commence on the day after the Term expires;
- 9.4.2 if the Retail Act applies and the Retail Act provides a mechanism for setting the initial annual rent from the commencement of the Further Term, that mechanism will be used to set the initial annual rent from the commencement of the Further Term;
- 9.4.3 if the Retail Act does not apply or does not provide a mechanism for setting the initial annual rent from the commencement of the Further Term, the initial annual rent will be the current market value set out in the Further Term Notice; and
- 9.4.4 be on the terms and conditions contained in this Lease except with a commencement date being the day after this Lease expires, having a starting Rent in accordance with this Lease and the number of further options will progressively reduce with no option for renewal after the last option for a Further Term has been exercised.

9.5. Execution of extension of Lease

The Landlord and the Tenant at the option of the Landlord must execute either a new lease, an extension of lease or renewal of lease to be prepared by the Landlord at the Tenant's Cost, unless the Retail Act applies in which case each party will bear its own costs.

10. Other Obligations Concerning the Premises

10.1. Smoking Policy

The Landlord's smoking policy, as amended by Casey City Council from time to time, must be strictly complied with by the Tenant and the Tenant's Agents. Smoking is prohibited within 10 metres of the Premises.

10.2. Liquor Licence

The Tenant must:

- 10.2.1 seek the prior written consent of Landlord before applying for any licence or permit under the *Liquor Control Reform Act 1998* (Vic) (**Licence or Permit**), or applying for any variation, removal, transfer, surrender or release of the Licence or Permit or nominating any person to be a licensee or permittee;
- 10.2.2 produce the Licence or Permit to Landlord for inspection upon demand;
- 10.2.3 comply with any conditions of the Licence or Permit imposed by Landlord;
- 10.2.4 comply with all conditions of the Licence or Permit and all laws relating to the licence or permit;
- 10.2.5 not allow the Licence or Permit to be cancelled or suspended;

Schedule 3 Special Conditions (Site Specific)

- 10.2.6 renew the Licence or Permit and notify Landlord in writing within 14 days of the renewal;
- 10.2.7 promptly notify Landlord in writing if the Licence or Permit is cancelled or suspended or if the Tenant receives any notice, summons or fine in relation to the Licence or Permit;
- 10.2.8 indemnify Landlord for any damages or costs incurred in relation to the Licence or Permit or a breach of this clause by the Tenant; and
- 10.2.9 surrender the Licence or Permit within 21 days of receiving a written notice from Landlord, which Landlord may give to the Tenant if the Tenant's use of the Premises is causing or likely to cause a nuisance to local residents.

10.3. No Gaming Licence

The Tenant must not apply for or hold any licence under the *Gambling Regulation Act 2003* (Vic).

10.4. Vending Machines

The Tenant must not install in the Premises any machine for entertainment or dispensing food refreshments or merchandise.

10.5. Signs

The Tenant must seek the prior written consent of Landlord before displaying or affixing any signs, advertisements or notices to any part of the Premises where such signs, advertisements or notices are visible from outside the Premises.

10.6. Customer Comment and Complaints Register

10.6.1 Prior to the Tenant commencing trade from the Premises, the Tenant must, at its own cost, develop and display a customer comments and complaints register (Register), which is openly promoted to, and accessible by, customers of the Tenant, to record comments or complaints made in respect of the conduct of the Tenant's business from the Premises.

10.6.2 The Tenant must make the Register available for inspection by Landlord upon request.

10.7. Events

10.7.1 The Tenant acknowledges that the Landlord regularly holds events (Events) for the public at the Old Cheese Factory or hires out the Old Cheese Factory for Events and that the Tenant may be asked to participate in such Events and may be requested to have the Premises open for business outside of the Opening Hours.

10.7.2 The Tenant is required to provide the Landlord with at least 1 months' written notice if the Tenant will not be able to participate in the Event.

Schedule 3 Special Conditions (Site Specific)

10.7.3 This lease does not provide the Tenant with an exclusive right to sell food from the Old Cheese Factory

10.7.4 Council reserves the right to allow other food vendors to provide food at either Events or at other times from the Old Cheese Factory.

11. Approval of Tenant's business name

11.1 The Tenant must obtain the Landlord's written approval for the name of the Tenant's business to be operated from the Premises ("Business Name").

11.2 The Tenant must not, without the Landlord's prior written approval which consent may be given or withheld at the Council's sole discretion:

11.2.1 register a business name or any trademark which includes any part of the Old Cheese Factory name, or which uses any part of the Landlord's name;

11.2.2 display an advertisement, logo, notice, sign or

11.2.3 anything similar which includes the name of the Landlord or any part of it; or

11.2.4 use any part of the Landlord's name (or any parts of those names), in any logo for the Premises or for the Tenant's business that connects the Tenant's business with the Old Cheese Factory.

11.3 The Tenant must cease using the Business Name in any way when this lease ends and must cancel any registration adopting the Business Name within 7 days of the end of this lease. Alternatively, if required by the Landlord, the Tenant must assign or transfer the Business Name to any new tenant of the Premises upon the end of this lease.

11.4 The Tenant is solely responsible for all costs associated with the installation of any business or directional signage related to the Tenant's business, and any other signage of or in relation to the Tenant.

12. Hours of Use

12.1 In this Special Condition 13 **Hours of Use** means 7 am – 10 pm Monday - Sunday

12.2 The Tenant must only use the Premises during the Hours of Use and must comply with all guidelines and directions issued by the Environment Protection Authority, any planning permit conditions and the requirements of any relevant authority relation to hours of use.

13. Common Area and outdoor areas

13.1. Common Area

13.1.1 For the purposes of this Special Condition, Common Area means the areas of the Land that are licensed for common use, being the areas denoted as such on the Plan of Premises, and such access routes as are reasonably required to access the Premises.

Schedule 3 Special Conditions (Site Specific)

- 13.1.2 The Tenant may use the Common Area to access the Premises and for the purpose for which it is intended in common with the Landlord, the Landlord's Associates and other people authorised by the Landlord.
- 13.1.3 The Landlord will regularly maintain, clean and repair the Common Area, unless the need for such maintenance, cleaning and repair is caused by the Tenant, in which case these actions must be promptly attended to by the Tenant at its Cost.

13.2. Licence Areas

In this special condition 13.2:

- 13.2.1 'Store Area' means the area near the Premises within the grounds of the Old Cheese Factory which is as shown bounded in purple on the Plan in Attachment 1 of this Lease.
- 13.2.2 'Paved Area' means the area near the Premises within the grounds of the Old Cheese Factory which is as shown bounded in orange on the Plan in Attachment 1 of this Lease.
- 13.2.2 'Stage Area' means the area near the Premises within the grounds of the Old Cheese Factory which is shown as stage/shelter area bounded in yellow on the Plan in Attachment 1 of this Lease.
- 13.2.3 The Tenant is permitted to use the Store Area for storage of equipment and food. The Tenant is granted a non-exclusive licence to use the Store Area solely for these purposes. The Tenant's use of the Store Area must not in any way prevent or detract from members of the community using any surrounding area of the Old Cheese Factory in any way.
- 13.2.4 The Tenant is permitted to use the Paved Area for seating of patrons at the Premises during the Hours of Use and during any Events held at the Old Cheese Factory. The Tenant is granted a non-exclusive licence to use the Paved Area solely for these purposes. The Tenant's use of the Paved Area must not in any way prevent or detract from members of the community using any surrounding area of the Old Cheese Factory in any way.
- 13.2.5 The Tenant is permitted to use the Stage Area for seating of patrons at the Premises during the Hours of Use except during any Events held at the Old Cheese Factory. The Tenant is granted a non-exclusive licence to use the Stage Area solely for these purposes. The Tenant's use of the Stage Area must not in any way prevent or detract from members of the community using any surrounding area of the Old Cheese Factory in any way.
- 13.2.6 If the Tenant wants to provide additional seating within the Paved Area or Stage Area, it must first obtain the Landlord's prior written approval and must supply such additional seating at its own cost.
- 13.2.7 If the Tenant wants to use the Paved area or the Stage Area for an Event of any kind, the Tenant must first obtain the Landlord's prior written approval.
- 13.2.8 The Tenant is solely responsible for the cleanliness and presentation of the Stage Area, except when Events are on and the Store Area and Paved Area during Opening Hours and must keep the Store Area, Stage Area and the

Schedule 3 Special Conditions (Site Specific)

Paved Area clean and presentable to a high standard, in accordance with the following particular requirements:

- 13.2.8.1 free of rubbish;
- 13.2.8.2 regularly wiping the tables and chairs and keeping clean any items used by the Tenant or supplied to patrons of the Tenant;
- 13.2.8.3 remove all furniture and other items from the Stage Area prior to Events; and
- 13.2.8.4 any other directions of the Landlord's from time to time.

13.2.9 Throughout this lease, and in particular in any clause which sets out obligations on the Tenant or covenants given by the Tenant to the Landlord for the protection of the Landlord (for example, but without limitation, clauses dealing with use of the Premises, insurance, releases and indemnities), any reference to the Premises includes a reference to the Store Area, Stage Area and the Paved Area.

14. Deliveries to the Tenant's business

14.1 In this special condition 14:

- 14.1.1 "Delivery Hours" means 6:00AM to 9:00AM, Monday to Sunday, or such any other times as notified to the Tenant by the Landlord in writing from time to time, and which will be subject to change during periods when there are Events held in the Old Cheese. Factory.
- 14.1.2 The Tenant must not arrange for any deliveries of any kind to the Premises to occur outside of the Delivery Hours unless the Tenant has obtained the prior approval in writing of the Landlord.
- 14.1.3 Any change to the Delivery Hours requires the consent of the Landlord.
- 14.1.4 The Tenant must ensure that all the Tenant's Agents and delivery trucks comply with the directions of the Landlord and any applicable road rules when operating any vehicle within the Land.

15. Emergency requirements

15.1. Emergency precautions

The Tenant must at all times comply with and observe all reasonable directions given and rules laid down by Landlord in relation to precautions against fire and other emergencies in the Old Cheese Factory and in relation to actions to be taken in event of fire or other emergencies occurring in the Old Cheese Factory, including without limitation, ensuring that a fire extinguisher and fire blanket signage are clearly displayed at all times within the Premises.

15.2. Fire drills

The Tenant must take part in all fire evacuation drills organised for the Old Cheese Factory by the Landlord

15.3. Evacuation

In the event of any emergency in the Old Cheese Factory, the Tenant must comply in all respects with all directions given in regard to evacuation of the Premises or the Old Cheese Factory or any part of the Premises or the Old

Schedule 3 Special Conditions (Site Specific)

Cheese Factory by the fire warden or other person appointed by Landlord to take charge of such evacuation in those circumstances.

16. Environmentally sustainable practices and rubbish removal

- 16.1 The Tenant must endeavour to practice, and encourage, appropriate environmentally sustainable practices, including:
 - 16.1.1 recycle and reuse of materials generated within the Premises;
 - 16.1.2 minimise the generation of any materials that may require depositing to landfill;
 - 16.1.3 minimise the consumption of energy and water within the Premises;
 - 16.1.4 as far as practicable, select environmentally appropriate materials for use within the Premises;
 - 16.1.5 minimise carbon emissions;
 - 16.1.6 if required by Landlord, work collaboratively with Landlord where possible to incorporate ecologically sustainable design principles into the design and operation of the Premises; and
 - 16.1.7 continually endeavour to improve the environmental performance of the Premises;
 - 16.1.8 comply with rules relating to the Old Cheese Factory in force from time to time that are notified in writing by the Landlord to the Tenant;

17. Food legislation

- 17.1 The Tenant must:
 - 17.1.1 comply with all provisions of the *Food Act 1984* (Vic) (**Food Act**);
 - 17.1.2 provide the Landlord with copies of any notices issued under the Food Act within 14 days of receipt of such notices;
 - 17.1.3 obtain and keep a current certificate of registration for food premises in accordance with the Food Act (**Registration Certificate**); and
 - 17.1.4 promptly notify the Landlord in writing if the Registration Certificate is cancelled or suspended, or if the Tenant receives any notice in relation to the Registration Certificate.
- 17.2 Without limiting the Tenant's obligations under clauses 18.1 or 18.8 or under any other provision of this Lease, the Tenant must display 'no smoking' signs in accordance with s 5EC(2) of the *Tobacco Act 1987* (Vic) in respect of any outdoor dining area within the meaning of that Act.

18. Café Operations

- 18.1. In this special condition 18:

Schedule 3 Special Conditions (Site Specific)

- 18.1.1. **Food Service Products** means all the containers, eating utensils and accessories used by the Tenant in serving the public including but not limited to cups, saucers, bowls, plates, drinking containers, food containers, disposable knives, forks and spoons, table accessories, paper bags, serviettes, take-away packs and trays;
- 18.1.2. **Menu** means the 'tenant's food menu for the Tenant's Business as approved in writing by the Landlord.

18.2. Standards

- 18.2.1 The Tenant must maintain and observe and ensure that the Tenant's staff maintain and observe the highest standards of professionalism in the quality, preparation, sale and service of food including food preparation, display, service, presentation, cleanliness, equipment and Food Service Products at all times and must comply with and observe the Landlord's reasonable directions with a view to achieving those standards.
- 18.2.2 The Tenant must use proper appliances for the storage or cooking of food and must not store or cook food in any part of the Premises other than in those parts of the Premises set aside for this purpose.
- 18.2.3 The Tenant must not recycle any prepared food.

18.3. Equipment

The Tenant must provide at the Tenant's expense all equipment and utensils required for the proper, efficient and economical carrying on of the Tenant's Business at the Premises in accordance with the provisions and standards provided for in this lease.

18.4. Menu

- 18.4.1 The Menu must be approved of in writing by the Landlord prior to the Commencement Date.
- 18.4.2 The Tenant may only vary the Menu with the prior written approval of the Landlord.
- 18.4.3 The Landlord may not unreasonably withhold its approval if the Menu as varied provides the same range, style and type of items as comprised the Menu prior to the variation. However, the Tenant must comply with any directions of the Landlord in regard to the variation in the Menu.

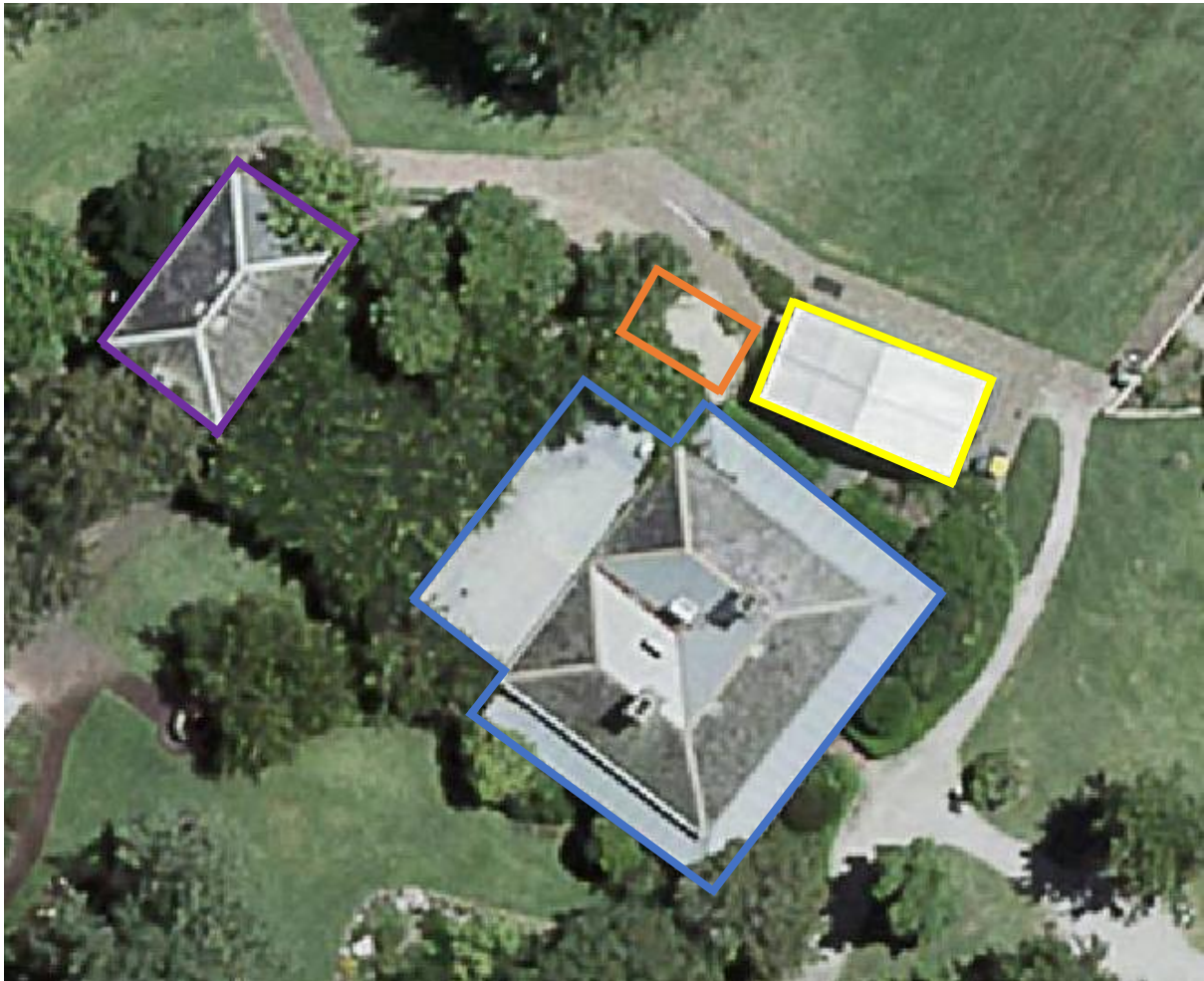
Attachment 1 Plan

Lease Plan

Plan of Lease Premises: Café marked in blue, (227.69 m2)

Plan of Licence Area:

- a) Storage area. marked in purple (50.51 m2)
- b) Stage/ shelter area marked in Yellow
- c) Paved area marked in Orange



Landlord reference: [insert]

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Attachment 1 Plan

Plan of Access Area:

Shared Carpark and pathway access indicated in Red



Landlord reference: [insert]

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Attachment 1 Plan

Store Area (50.51 m²)



Lease Premises (227.69 m²)



Landlord reference: [insert]

OFFICIAL

Attachment 1 Plan

Plan of Crown Land Property Boundary marked in orange



Landlord reference: [insert]

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Attachment 2 Maintenance Schedule

	Landlord Responsibility	Tenant Responsibility
All Building Alterations (external and internal)	Assess all requests submitted by the Tenant, and if approved by Landlord, ensuring satisfactory completion of work.	<p>The Premises is a heritage building and in most cases Council will not allow any works to be carried out by the Tenant.</p> <p>The Tenant must seek written consent from Landlord which may be given or withheld at the Council's sole discretion.</p>

Building – External		
Item	Landlord Responsibility	Tenant Responsibility
Awnings / Roller Shutters / Security Shutters etc. including Security Trolley Door (internal) (Landlord Provided)	Carry out condition audits and provide ongoing maintenance, repairs or renewal.	<ul style="list-style-type: none"> Organise cleaning as required. Report any damage to Landlord. Pay for repairs due to misuse by the Tenant or user.
Cleaning: (including outside signs and windows) / purchase of cleaning materials.	No responsibility for general cleaning.	<ul style="list-style-type: none"> To keep all areas in a clean and hygienic state. Purchase of all cleaning materials.
Doors: External	<ul style="list-style-type: none"> Carry out condition audits and provide ongoing maintenance, repairs or renewal. Landlord to repair or replace 	<ul style="list-style-type: none"> Inform Landlord of any issues which require attention. Organise cleaning as required. No locks are to be fitted without Landlord approval. Pay for repairs due to misuse by the Tenant or user.
Graffiti / Vandalism:	<ul style="list-style-type: none"> Removal of graffiti from external areas as determined by the Landlord. Repairs as required due to vandalism damage to Landlord property. 	<ul style="list-style-type: none"> Report to the Landlord and Police as soon as possible. Landlord's Graffiti Hotline: 1800 826 325. (1800 vandal).

Landlord reference: [insert]

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Attachment 2 Maintenance Schedule

Lighting: Security (building mounted)	Carry out condition audits and provide ongoing maintenance, repairs or renewal.	<ul style="list-style-type: none"> • Inform the Landlord of any issues. • Pay for repairs due to misuse by the Tenant or user.
Lighting: External (roadway or car park)	Capital cost of installation and maintenance. Repairs due to external vandalism	<ul style="list-style-type: none"> • Inform Landlord of any issues which require attention. • Pay for repairs due to misuse by the Tenant or user.
Main building: (includes pergolas attached to building)	<ul style="list-style-type: none"> • Carry out condition audits and provide ongoing maintenance, repairs or renewal. • Assess requests submitted by Tenant and, if approved by Landlord, ensure satisfactory completion of work. 	<ul style="list-style-type: none"> • Document specific works considered necessary and make application to Landlord. • Inform Landlord of issues which require attention. • Pay for repairs subject to the Retail Act
Painted Surfaces: (External)	<ul style="list-style-type: none"> • Carry out condition audits and provide ongoing maintenance, repairs or renewal. • Assess requests for alterations submitted by Tenant and, if approved by Landlord, ensure satisfactory completion of work, at the Tenants cost. 	<ul style="list-style-type: none"> • Carry out cleaning of painted surfaces as required. • Pay for repairs subject to the Retail Act
Plumbing: (External Fixtures, Taps attached to buildings)	Carry out condition audits and provide ongoing maintenance, repairs or renewal.	<ul style="list-style-type: none"> • Inform Landlord of any issues which require attention. • Pay for any “add on” fixtures such as hoses. • Pay for repairs subject to the Retail Act
Roof, gutters, downpipes:	<ul style="list-style-type: none"> • Carry out condition audits and provide ongoing maintenance, repairs or renewal. • Regular cleaning of spouting / guttering. 	<ul style="list-style-type: none"> • Monitor gutters for blockages and inform the Landlord of any issues which require attention, especially water damage (as a matter of urgency). • Pay for repairs due to misuse by the Tenant or user.
Signage:	Carry out condition audits and provide ongoing maintenance, repairs or renewal.	<ul style="list-style-type: none"> • Inform the Landlord of any issues.

Landlord reference: **[insert]**

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(Casey Corporate - attached to building)		<ul style="list-style-type: none"> • Pay for repairs due to misuse by the Tenant or user.
Signage: (Tenant Provided)	Assess requests submitted by users and if approved by Landlord officers, ensure satisfactory completion of work.	<ul style="list-style-type: none"> • Seek approval of Landlord for signage. • Pay for ongoing maintenance, repairs or renewal.
Solar Panels: (Landlord provided)	Carry out condition audits and provide ongoing maintenance, repairs or renewal.	<ul style="list-style-type: none"> • Inform the Landlord of any issues. • Pay for repairs due to misuse by the Tenant or user. • Seek approval of Landlord for solar panels.
Solar Panels: (Tenant provided)	Carry out condition audits	<ul style="list-style-type: none"> • Seek approval of Landlord for solar panels. • Pay for ongoing maintenance, repairs or renewal.
Windows / Skylights / Glazing:	Carry out condition audits and provide ongoing maintenance, repairs or renewal.	<ul style="list-style-type: none"> • Inform the Landlord of any issues which require attention (as a matter of urgency if security is compromised). • Carry out day to day cleaning. • Pay for repairs due to misuse by the Tenant or user.

Attachment 2 Maintenance Schedule

Building – Internal		
Item	Landlord Responsibility	Tenant Responsibility
Audio System and Speakers: (hardwired and Landlord supplied and installed ONLY)	Installation and maintenance for normal wear and tear.	<ul style="list-style-type: none"> No unauthorised works allowed. Inform Landlord of any issues which require attention. Pay for repairs due to misuse by Tenant or user.
Bathroom / Toilet fittings:	<ul style="list-style-type: none"> Carry out condition audits and provide ongoing maintenance, repairs or renewal. Landlord will take no responsibility for items provided by the user. 	<ul style="list-style-type: none"> Inform the Landlord of any issues which require attention as a matter of urgency. Carry out day to day cleaning. Pay for repairs subject to the Retail Act.
Cleaning / purchase of cleaning materials:	No responsibility for general cleaning.	<ul style="list-style-type: none"> To keep all areas in a clean and hygienic state. Purchase of all cleaning materials.
Curtains, Blinds: electric or manual (Landlord Provided)	Carry out condition audits and provide ongoing maintenance, repairs or renewal.	<ul style="list-style-type: none"> Carry out day to day cleaning. Pay for repairs and replacement subject to the Retail Act
Curtains, Blinds: electric or manual (Tenant Provided)	No responsibility.	<ul style="list-style-type: none"> Request Landlord's consent to install. Carry out condition audits and provide ongoing maintenance, repairs or renewal.
Doorbell/ Audio phone / Videophone: (hard wired and battery operated, If installed)	Installation and maintenance including battery replacement for normal wear and tear.	<ul style="list-style-type: none"> Inform Landlord of any issues which require attention. Pay for repairs subject to the Retail Act
Door Furniture and Locks:	Carry out condition audits and provide ongoing maintenance, repairs or renewal.	<ul style="list-style-type: none"> Inform Landlord of any broken, inoperable or damaged locks or any issues which require attention (as a matter of urgency if security is compromised).

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		<ul style="list-style-type: none"> • Carry out day to day cleaning. • Request Landlord to install, replace or repair locks. • Pay for repairs due to misuse by the Tenant or user.
Doors: (internal including cupboard doors and door fittings)	Carry out condition audits and provide ongoing maintenance, repairs or renewal.	<ul style="list-style-type: none"> • Carry out day to day cleaning. • Inform Landlord of any issues which require attention. • Pay for repairs subject to the Retail Act.
Electrical wiring and fittings: (in building including Landlord provided sound systems)	Carry out condition audits and provide ongoing maintenance, repairs or renewal.	<ul style="list-style-type: none"> • Inform the Landlord of any issues which require attention as a matter of urgency. • Pay for repairs subject to the Retail Act. • No interference with electrical wiring and fittings by Tenant or user.
Fire extinguishers and fire hose reels:	<ul style="list-style-type: none"> • Carry out condition audits and provide ongoing maintenance, repairs or renewal. • Undertake Essential Safety Measure checks and maintain records. 	<ul style="list-style-type: none"> • Inform the Landlord of any issues which require attention as a matter of urgency. • Pay for repairs due to misuse by the Tenant or user.
Floor surfaces and coverings:	Carry out condition audits and provide ongoing maintenance, repairs or renewal.	<ul style="list-style-type: none"> • Carry out day to day cleaning. • Pay for repairs subject to the Retail Act.
Fridges and freezers or deep fryers: (Tenant Owned)	No responsibility.	<ul style="list-style-type: none"> • Arrange and pay for all ongoing maintenance, repairs or renewal.
Furniture: (Landlord Provided)	No responsibility.	<ul style="list-style-type: none"> • All regular cleaning and maintenance. Repairs and replacement where required
Furniture: (Tenant Provided)	No responsibility.	<ul style="list-style-type: none"> • Provide ongoing maintenance, repairs or renewal.
Heating / Cooling / Extraction fixtures: (Landlord provided)	<ul style="list-style-type: none"> • Capital cost of installation. • Carry out condition audits and provide 	<ul style="list-style-type: none"> • Carry out day to day general cleaning. Carry out cleaning as required of rangehood and kitchen extraction filters.

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	<p>ongoing maintenance, repairs or renewal.</p> <ul style="list-style-type: none"> Carry out scheduled maintenance cleaning of filters in air conditioning equipment, heaters, toilet extraction fans (Rangehoods, kitchen extraction equipment excluded) 	<ul style="list-style-type: none"> Inform the Landlord of any issues which require attention. Ensure equipment is used in a proper and appropriate manner. Pay for repairs subject to the Retail Act
Heating / Cooling / Extraction fixtures: (Tenant provided)	No responsibility.	<ul style="list-style-type: none"> Request Landlord consent to install. Carry out day to day cleaning. Carry out condition audits and provide ongoing maintenance, repairs or renewal. Carry out general cleaning as required.
Hot Water Service:	<ul style="list-style-type: none"> Capital cost of installation. Carry out condition audits and provide ongoing maintenance, repairs or renewal. 	<ul style="list-style-type: none"> Inform the Landlord of any issues which require Landlord attention, especially water damage (as a matter of urgency). Pay for repairs subject to the Retail Act
Keys: (External and Internal locks)	<ul style="list-style-type: none"> Purchase, installation and maintenance of all locks. Issue of four sets of restricted keys to Tenant. The building will be fitted with Landlord locks and made accessible to relevant Landlord officers. Maintain a register of key holders. 	<ul style="list-style-type: none"> All locks to be keyed to Council's keying system. Be responsible for all keys issued by Landlord. Inform Landlord of any lost keys as a matter of urgency. Pay for replacement of "lost" keys. Pay for additional keys. Pay for repairs due to misuse by user groups. Ensure that all areas of the building are accessible by Council officers at all times. Pay for rekeying of a facility due to keys being lost / misplaced or unaccounted for. No unauthorised works allowed. No locks are to be fitted without Landlord approval.

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		<ul style="list-style-type: none"> No additional keys may be cut without Landlord approval. Provide Landlord with a key register annually.
Kitchen equipment – fixed: (e.g. stove, oven, dishwasher, boiling water units etc.)	<ul style="list-style-type: none"> Carry out condition audits and provide ongoing maintenance and repairs. Landlord will take no responsibility for items provided by the user. 	<ul style="list-style-type: none"> Inform the Landlord of any issues which require attention as a matter of urgency. Carry out day to day cleaning. Pay for repairs and replacement subject to the Retail Act
Lighting: (exit and emergency lighting).	<ul style="list-style-type: none"> Carry out condition audits and provide ongoing maintenance, repairs or renewal. Undertake Essential Safety Measure checks and maintain records. 	<ul style="list-style-type: none"> Inform the Landlord of any issues which require attention as a matter of urgency. Pay for repairs due to misuse by the Tenant or user.
Lighting: (globes and fittings)	<ul style="list-style-type: none"> Repair faulty fittings. Replacement of light globes at a recharge to the Tenant if relevant 	<ul style="list-style-type: none"> Inform the Landlord of any issues which require attention. Payment of light globes / lamps (including ballasts & starters) subject to the Retail Act
Painted surfaces: (walls and ceilings)	Carry out condition audits and provide ongoing maintenance, repairs or renewal.	<ul style="list-style-type: none"> Inform the Landlord of any issues which require attention, especially water damage (as a matter of urgency). Ensure paintings, notices etc. are displayed appropriately. Ensure adhesive tape etc. is not applied to painted surfaces. Remove notices and hung pictures prior to painting and put back after painting if required. Carry out day to day cleaning of painted surfaces. Pay for repairs subject to the Retail Act.
Pests:	<ul style="list-style-type: none"> Manage termites and repair materials suffering termite damage. 	<ul style="list-style-type: none"> Inform Landlord of any termite issues which require attention. Manage and pay for all pest control except termites.

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	<ul style="list-style-type: none"> No responsibility for pests other than termites. 	
Plumbing: (fixtures, waste pipes and internal drains)	<ul style="list-style-type: none"> Carry out condition audits and provide ongoing maintenance, repairs or renewal. Excludes “add on” features. 	<ul style="list-style-type: none"> Inform Landlord of any issues which require attention as a matter of urgency. Pay for repairs subject to the Retail Act Pay for any “add on” features.
Plumbing and fixtures: (includes pipes, basins, taps and hot water service)	<ul style="list-style-type: none"> Carry out condition audits and provide ongoing maintenance, repairs or renewal. Excludes “add on” features. 	<ul style="list-style-type: none"> Inform the Landlord of any issues which require attention as a matter of urgency. Pay for any “add on” fixtures such as hoses etc. Pay for repairs subject to the Retail Act
Screens: fly wire (If provided)	Carry out condition audits and provide ongoing maintenance, repairs or renewal.	<ul style="list-style-type: none"> Inform the Landlord of any issues which require attention as a matter of urgency. Pay for repairs subject to the Retail Act
Security systems:	Responsible for fire/security systems and for hard wired smoke alarms.	<ul style="list-style-type: none"> Provide Landlord with a list of codes and code holders annually. Landlord code number <u>must</u> be installed into the system to allow for afterhours maintenance service access. Inform Landlord of any issues which require attention as a matter of urgency. Pay for monitoring of system. Pay for all call outs. Responsible for battery operated smoke alarms. Pay for repairs due to misuse by the Tenant or user.
Toilet paper, soap etc.	No responsibility.	Pay for and replenishment, as necessary.

Insert maintenance Schedule

Landlord reference: [insert]

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Attachment 3 Condition Report

Insert condition audit

Landlord reference: [insert]

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