



Naracoorte Lucindale Council  
*Better by Nature*

## Lease Agreement

2018-2028

## Lucindale Health Centre Trust

*The Best place in regional South Australia to live, work, do business, raise a family and retire.  
Created by having a Prosperous Community with Healthy Landscapes,  
Liveable Neighbourhoods and a focus on Harmony and Culture.*

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# LEASE AGREEMENT

**BETWEEN:**      **Naracoorte Lucindale Council**      (“the Council”)  
DeGaris Place, Naracoorte  
ABN: 53 761 172 798

**AND:**      **Lucindale Health Centre Trust**      (“the Lessee”)  
PO Box 21, Lucindale SA 5272  
ABN: 98 506 472 248

## **BACKGROUND:**

- A. The Premises described in **Item 2** of the Schedule is owned by the Council.
- B. The Premises described in **Item 2** of the Schedule is excluded from Community Land Classification (Section 193 Local Government Act, 1999)
- C. This Lease is issued pursuant to Section 201 of the Local Government Act 1999 and Council’s policy and procedures in relation to leasing and licencing of Council’s assets.
- D. This Lease is issued with reference to Council’s Land Management Plan, if any, for the land currently occupied by the Lucindale Health Centre.

## **TERMS AND CONDITIONS OF LEASE:**

### **1 INTERPRETING THIS LEASE**

- 1.1 The statements in the Background above form part of this Lease.
  - 1.2 The expressions below have the following meanings:
    - “the Schedule” means the Schedule at the back of this Lease
    - “the Premises” means the piece of land and building being Leased (as described in **Item 2** of the Schedule)
    - “the Council” includes the Council’s employees, servants, agents and contractors
    - “the Lessee” and the “Lessee’s visitors” includes the Lessee’s employees, servants, agents, contractors, and anybody else that the Lessee allows onto the Premises
  - 1.3 A reference to a party includes that party’s successors and transferees.
  - 1.4 Words in the singular include words in the plural and vice versa.
  - 1.5 If two or more persons are referred to in the Schedule as “the Lessee” then this Lease binds them jointly and severally.
  - 1.6 The words “person” or “group” includes a body corporate.
  - 1.7 A reference to any Act or law includes any Act or law that amends or replaces it.
  - 1.8 A reference to any Policy, Procedure or Management Plan includes any Policy, Procedure or Management Plan that amends or replaces it.
  - 1.9 A reference to “the Lease period” in this Lease includes any extension to it.
-

- 1.10 Clause headings are for reference only and should not be taken into account in interpreting this Lease.
- 1.11 This Lease shall be subject in all things to the consent of the Development Assessment Commission or its successors if such consent is required.
- 1.12 The provisions of the Retail and Commercial Leases Act 1995 will apply if this Lease meets the definition of “retail shop licence” set out in the Retail and Commercial Leases Act 1995.
- 1.13 All consents detailed in this Lease required by the Lessee cannot be unreasonably withheld by the Council.

## 2 GRANT OF LEASE

The Council grants to the Lessee a Lease of the Premises: -

- for the lease period stated in **Item 3** of the Schedule; and
- starting on the date stated in **Item 4** of the Schedule; and
- on condition that the Lessee meets all of its obligations under this Lease.

## 3 THE LESSEE'S OBLIGATIONS

The Lessee agrees with the Council as follows:

### 3.1 Lease Fee

- 3.1.1 The Lease Fee as set out in **Item 5 of the Schedule** must be paid to the Council at the time specified in **Item 6** of the Schedule.
- 3.1.2 The lease fee will be reviewed by 30 June annually.
- 3.1.3 The lease fee will increase by the Consumer Price Index (CPI) published by the Australian Government for Adelaide (All Groups) for the previous twelve months as at the December quarter.
- 3.1.4 Where agreed major development occurs in line with Management Plans the lease fee may be revised outside the terms in **Clause 3.1.3**.

### 3.2 Rates, Taxes, Charges and Costs

- 3.2.1 The Council is responsible for all rates, taxes and charges relating to the Premises that are levied to or by the Council.
- 3.2.2 The Lessee is responsible for the payment of all electricity, gas, telephone, refuse collection & disposal, excess water, cleaning, and other utility costs and may pass these and any other costs as agreed between the Lessee and sub-Lessees to the sub-Lessees.
- 3.2.3 The Lessee must comply with its obligations under this Lease at its own cost.
-

### **3.3 Sub-Leasing**

- 3.3.1 Subject to Clause **3.3.2**, The Lessee shall be entitled to sublet the Premises to providers who are deemed to provide a service that will be of benefit to the health and wellbeing of the Lucindale community
- 3.3.2 Unless otherwise authorised by Council, it is a binding condition of this lease that the Lessee shall sublet to the following
- South East Regional Community Health Services or other similar government health service provider
  - Limestone Coast Health Unit Trust or other General Practitioner Medical Service Provider
- 3.3.3 The Lessee must ensure that any sub-lease has the same terms and conditions as are detailed in this Lease with the exception of the right to sub-lease.
- 3.3.4 The Lessee is responsible for the management of any sub-lease, including the establishment of policies and procedures for day-to-day operational matters, maintenance expectations and dispute resolution.
- 3.3.5 The Lessee has complete discretion to determine sub-lease fees and charges, independent from the lease fee payable to Council.
- 3.3.6 The Lessee shall be responsible for the issuing and return of keys in relation to the premises. The Lessee must provide two (2) keys for access to external doors to the Council.

### **3.4 Transfer of Lease**

The Lessee must not assign or transfer this Lease, with exception to Clause 3.3

### **3.5 Use of the Premises**

- 3.5.1 The Lessee must not use nor allow any other person to use the Premises for:
- security for a loan
  - any purpose or activity except for that stated in **Item 7** of the Schedule unless it first gets the consent of the Council in writing
  - anything that is illegal or immoral

### **3.6 Hiring of the Premises**

- 3.6.1 The Lessee may hire the Premises to other persons or bodies on a casual or seasonal basis.
- 3.6.2 The Council reserves the right to fix conditions and fees for the hiring of the Premises by the Lessee and the Lessee must comply with any conditions or fees set by the Council.
- 3.6.3 The Lessee must ensure that any hire agreement it enters into does not breach **Clause 3.3** or **Clause 3.4**.

### **3.7 To Comply with Laws**

- 3.7.1 The Lessee must comply with the provisions of all Acts, regulations, and by-laws that affect the Premises or the Lessee's use of the Premises.
-

- 3.7.2 The Lessee must comply with any requirement imposed by any local government or semi-government authority in relation to the Premises or to the Lessee's use of the Premises.
- 3.7.3 Without limiting the generality of this clause, the Lessee must specifically comply with all requirements under laws dealing with work health and safety, public health, public safety, fire safety and safety generally.

### **3.8 Liquor and Gaming Licences**

- 3.8.1 Unless the Lessee first gets the consent of the Council in writing, the Lessee must not:
- apply for a liquor licence under the **Liquor Licensing Act 1997**
  - apply for a gaming machine licence under the **Gaming Machines Act 1992**
- 3.8.2 If the Lessee obtains a licence under **Clause 3.8.1**, the Lessee must ensure that it and any of its visitors do not do:
- anything that is in breach of the relevant Act or of the conditions of any licence
  - anything that may result in the licence being revoked or suspended

### **3.9 Maintenance and Repair**

- 3.9.1 The Lessee must maintain the Premises and all improvements thereon in good condition and free from hazards and must: -
- keep the Premises and all improvements clean, tidy and free from dirt, rubbish and vermin
  - keep the Premises and all improvements in good repair (fair wear and tear and damage by fire, storm, tempest, act of god, war, riot, civil commotion and earthquake excepted)
  - keep all toilet fittings, sinks, drains, pipes and other plumbing in good repair and free from blockages and ensure that no part of the Premises becomes contaminated
  - maintain any vegetation, lawns, garden and trees, including, but not limited to pruning, lopping and removal
  - maintain all roadways, carparks, fencing, playing surfaces, irrigation systems and other improvements in good repair
  - maintain all playgrounds, including the provision of soft fall, in compliance with Australian Standards
  - keep all of the Lessee's property in good condition so as to prevent any hazard to any person or any deterioration in the condition of the Premises
  - repair any damage to the Premises caused by the Lessee or its visitors
  - notify the Council as soon as it becomes aware of any defects in the Premises or anything which could present a hazard or cause harm to any person or the Premises
-

- 3.9.2 The Lessee does not have to undertake structural works on the Premises except for:
- works on structures, irrigation systems, carparks, playgrounds, fencing, fixtures, fittings and other improvements owned by the Lessee
  - works needed as a result of a negligent or wrongful act or omission by the Lessee or its visitors
  - works needed as a result of a breach of this Lease by the Lessee
- 3.9.3 The obligations imposed upon the Lease in this Clause, subject to **Clause 3.9.4** and **Clause 3.9.5**, are to be carried out at the Lessee's expense except if the cost of doing it is covered by insurance which either the Council or the Lessee has taken out under this Lease.
- 3.9.4 The sub-Lessees as defined in **Clause 3.3.2** shall be expected to assist the Lessee with meeting costs associated with any works to be undertaken under this Lease.
- 3.9.5 The Lessee may enter into an Agreement with its sub-Lessees requiring the sub-Lessee to pay the costs associated with any works to be undertaken under this Lease.

### **3.10 Entry by the Council**

- 3.10.1 The Lessee, must allow the Council to enter the Premises for the purpose of inspecting its condition and state of repair.
- 3.10.2 Except in an emergency, the Council must give the Lessee, reasonable notice before exercising its right under this Clause.

### **3.11 Work Required by the Council**

- 3.11.1 If the Council finds on inspection that any part of the Premises for which the Lessee, is responsible needs maintenance or repair then the Council may notify the Lessee in writing of the work to be done and the time within which such work must be done.
- 3.11.2 The Lessee, must comply with the notice to the satisfaction of the Council within the time stated in the notice (which must not be less than fourteen (14) days except in the case of an emergency).
- 3.11.3 If the Lessee, fails to carry out the work required by the notice within the time specified or fails to do the work to the satisfaction of the Council then the Council may undertake the repairs. The cost of such repairs and any other reasonable expenses incurred by the Council will be recoverable from the Lessee.

### **3.12 Erection/Alteration of Infrastructure**

- 3.12.1 Unless the Lessee first gets the consent of the Council in writing it must not in or on the Premises: -
- erect, alter or demolish a building, structure or signage
  - fix anything to the outside of a building or structure
-

- alter any existing water, drainage or sewerage supplies or facilities
  - make any other change of a semi-permanent or permanent nature
- 3.12.2 If the Council consents to any of the works under this Clause, then the works must be done strictly in accordance with any plans and specifications approved by the Council and will be done at the cost of the Lessee.
- 3.12.3 Granting of Council consent under **Clause 3.12.1** does not imply the granting of any planning, building, development or environmental approval required under any Act, including such approvals as must be sought from Council (e.g. building approval).
- 3.12.4 The following minor works are excluded from the requirements of **Clause 3.12.1**: -
- Freestanding signs of less than 2 square metres (*subject to signage not creating a visual nuisance for adjoining properties or roadways*)
  - Minor plumbing and drainage works
  - Minor internal alterations to existing structures which do not require planning or building approval
  - Installation of rainwater tanks and antennas which do not require planning or building approval

### **3.13 Ownership of Improvements**

- 3.13.1 It is acknowledged that all fixtures, fittings, floor coverings and chattels on the Premises are the property of and belong to the Lessee or sub-Lessee.
- 3.13.2 It is acknowledged that Plant and Equipment has been donated by the Community and is owned by the Lessee, as described in **Appendix B**.
- 3.13.3 It is acknowledged that the Council has no responsibility for maintenance (structural or otherwise), renewal or capital replacement of any structures, irrigation systems, carparks, playgrounds, fencing, fixtures, fittings and other improvements that have been established or are owned by the Lessee or sub-Lessee.

### **3.14 Lessee's Property**

- 3.14.1 The Council may (despite anything else to the contrary in this Lease) serve the Lessee with a notice in writing (either during the term of the Lease or at the end of the lease) requiring the Lessee to remove any of the Lessee's structures, irrigation systems, carparks, playgrounds, fencing, fixtures, fittings and other improvements from the Premises.
- 3.14.2 The Lessee must comply with the notice within twenty-eight (28) days of receiving it and must at its own cost repair any damage caused to the Premises.
- 3.14.3 If the Lessee fails to comply with the notice, the Council may do any of the actions required by the notice and the Lessee must pay to the Council any costs incurred by the Council in doing so.
-

### **3.15 Offensive Activities**

3.15.1 The Lessee must not do, nor allow its sub-Lessees or visitors to do, within the Premises or on any adjoining property: -

- anything that is noisy, offensive or dangerous
- anything that may cause annoyance, nuisance, or damage to any occupier or owner of nearby Land
- anything that may become an offence against any Act, regulation or by-law
- anything that may cause any insurance policy to become void or to be subject to an increased premium

### **3.16 Notification of Accidents and Hazards**

3.16.1 The Lessee must promptly notify the Council in writing of:

- any accident that occurs in, on or associated with the Premises
- anything that could present a hazard or that could harm any person or the Premises

### **3.17 Constitution Rules and Reports**

3.17.1 The Lessee must make available at the request of the Council:

- a copy of its constitution or trust deed
- a copy of any rules or by-laws of the Lessee
- a copy of any amendments to the constitution, trust deed, rules or by-laws of the Lessee within twenty-eight (28) days of them being made
- a copy of the annual report of the Lessee including the balance sheets and auditor's report
- the minutes of any meeting of the Lessee or any committee of the Lessee

### **3.18 Fire Precautions**

The Lessee must comply with all Statutory Requirements relating to fire safety and procedures, including the implementation of an Evacuation Procedure.

## **4 INDEMNITIES AND INSURANCES**

### **4.1 Indemnity**

The Lessee and sub-Lessees indemnify the Council and its servants and agents against any actions, demands, losses, damages, costs and expenses for which the Council and its servants and agents may become liable arising wholly or partly from any of the following:

- the misuse, negligent use, waste or abuse by the Lessee and sub-Lessees or its visitors of any services at the Premises including, but not limited to, water, gas, electricity or oil
-

- the overflow, leakage or escape of water (including rain water), fire, gas or electricity or other harmful agent in or from the Premises caused or contributed to by any act or omission of the Lessee and sub-Lessees or its visitors
- loss, damage or injury to property or persons caused or contributed to by the Lessee and sub-Lessees or its visitors' use or occupation of the Premises
- loss, damage or injury to property or persons in or on the Premises caused or contributed to by the neglect or default of the Lessee and sub-Lessees or its visitors
- loss, damage or injury to property or persons in or on the Premises caused or contributed to by Lessee's and sub-Lessees neglect or failure to observe or perform any of its obligations pursuant to this Lease

#### **4.2 Limits on Liability**

- 4.2.1 The Lessee and sub-Lessees will occupy and use the Premises at the risk of the Lessee and any Sub-Lessee.
- 4.2.2 The Lessee and sub-Lessee releases the Council and its servants and agents from any costs or loss arising from any accident, damage or injury occurring on the Premises except where such accident, damage or injury results from any wilful or negligent act or omission of the Council.
- 4.2.3 The Council and its servants and agents is not responsible for any loss of or damage to any buildings, structures, fixtures, fittings and other improvements or personal property of the Lessee and sub-Lessees.
- 4.2.4 The Council and its servants and agents is not responsible for any costs or loss suffered by the Lessee and sub-Lessees arising from any malfunction of or interruption to: -
- water, gas or electricity services
  - air conditioning equipment
  - fire equipment
  - any other plant, machinery or services
  - the blockage of any gutters, pipes or drains

#### **4.3 Public Risk Insurance**

- 4.3.1 The Lessee and sub-Lessees must take out and maintain during the lease period a public risk insurance policy for at least the amount stated in **Item 8** of the Schedule. The policy will be in respect of injury, loss or damage occurring in or on the Premises and will note the Council's rights and interests as proprietor of the Premises.
- 4.3.2 The Lessee must produce a copy of the policies and certificate of currency at the request of Council.
- 4.3.3 The Lessee must notify the Council in writing, giving full details, whenever the Lessee becomes aware of a possible claim.
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#### **4.4 General Insurance**

- 4.4.1 The Lessee and sub-Lessees at its own expense shall insure and keep insured all structures, fixtures, fittings and other improvements which are owned by the Lessee or sub-Lessees.
- 4.4.2 The Lessee and sub-Lessee acknowledges that no liability or responsibility rests with the Council and its servants and agents for the insurance or under insurance of the Lessee's or sub-Lessee's property.

#### **4.5 Termination or Reduction of Fees on Damage**

If the whole or any part of the Premises is destroyed or damaged for any reason such as to make it substantially unfit for the Lessee's and sub-Lessees use and occupation, then this Clause will apply.

- 4.5.1 The Council may (in its absolute discretion) decide not to reinstate the Premises. If the Council so decides then it may end this Lease by written notice to the Lessee.
- 4.5.2 If the Council elects not to end this Lease under **Clause 4.5.1**, then it must ensure that the Premises is made fit for use by the Lessee and sub-Lessees within a reasonable time frame.
- 4.5.3 Until the Council either ends the Lease or makes the Premises fit for use, the lease fee and any other payments due under this Lease will be reduced. The amount of any reduction will be determined by the Council and will depend upon the nature and extent of the damage sustained and will continue until the Premises is made fit for the Lessee's and sub-Lessees occupation and use.
- 4.5.4 If, after six (6) months the Premises has not been substantially reinstated by the Council, this Lease may be terminated by either party by giving notice to the other in writing.
- 4.5.5 Any such termination will not reduce the rights of either party in respect of any previous breaches of this Lease.

## **5 THE COUNCIL'S OBLIGATIONS**

### **5.1 Quiet Possession**

The Council agrees that if the lease fee is paid in accordance with this Lease and obligations under this Lease are complied with, then the Lessee and sub-Lessees may quietly enjoy the Premises for the purposes set out in **Item 7** of the Schedule.

## **6 EXPIRY OR EARLY TERMINATION OF LEASE**

### **6.1 Termination**

- 6.1.1 This clause applies if the Lessee or sub-Lessees: -
- fails to pay the lease fee or any other money which is due to the Council for a period of twenty-eight (28) days from the due date for payment
  - fails to meet any other of its obligations under this Lease
  - becomes bankrupt, is wound up or in the case of an incorporated body ceases to be incorporated under the Associations Incorporation Act 1985
-

- fails to use the Premises as its permitted use as stated in **Item 7** of the Schedule
- 6.1.2 The Council may serve on the Lessee a notice in writing stating:
- the nature of the breach
  - what the Lessee must do to remedy the breach
  - the time frame in which the Lessee must remedy the breach
  - whether the Lessee is to pay any compensation and, if so, how much
- 6.1.3 If the Lessee fails to comply with the notice within the time stated in it then the Council may end this Lease and take possession of the Premises.
- 6.1.4 The right to terminate the Lease and enter into possession will not reduce the Council's right to take any other action for any of the Lessee's previous breaches.

## **6.2 Surrender**

- 6.2.1 Upon the expiration or earlier termination of the Lease, the Lessee and sub-Lesseees will peacefully and quietly surrender and give up possession of the Premises.
- 6.2.2 The Lessee and sub-Lesseees must remove from the Premises any of the Lessee's and sub-Lesseees structures, fixtures, fittings and other improvements and must immediately repair any damage caused in removing them.
- 6.2.3 Any reasonable costs incurred by the Council in cleaning or repairing any damage caused by the Lessee or sub-Lesseees in surrendering the Lease may be recovered by the Council from the Lessee or sub-Lessee.
- 6.2.4 If the Lessee fails to comply with **Clause 6.2.2**, Council may choose to remove the items and recover the associated costs from the Lessee or sub-Lessee.

# **7 OTHER RIGHTS AND OBLIGATIONS**

## **7.1 The Council able to Undertake Works**

The Council or any persons authorised by the Council may at any time enter the Premises and carry out works.

## **7.2 Resumption**

If the Council receives notice of any proposed resumption or acquisition of the Premises by any Government (Federal or State) or other authority, or if the control of the Premises is otherwise taken away from the Council, then the Council may terminate this Lease by giving three (3) months' notice in writing to the Lessee.

## **7.3 Renewal**

- 7.3.1 At the end of the initial lease period, the Lessee will be entitled to an extension of this Lease for the period set out in **Item 9** of the Schedule provided that: -
- the Lessee gives the Council a written notice of its desire to be granted the extension not less than three (3) and not more than six (6) months before the expiration of the term of the Lease
-

- the Lessee or sub-Lessees have not committed any frequent and/or substantial breaches of the Lease during the current lease period
- the Lessee or sub-Lessees are not in breach of the Lease at the time the notice is given

7.3.2 Legislative changes, external influences and major development may be taken into consideration when reviewing the terms and conditions to apply for any extension to this Lease.

7.3.3 The extended term will exclude the right of further renewal.

#### **7.4 Holding Over**

7.4.1 If, with the consent of the Council, the Lessee continues to occupy the Premises after the expiry of the Lease then this Lease will continue as a monthly Lease on these same terms and conditions.

7.4.2 Either party may give the other one (1) month's written notice to terminate the monthly lease with the lease expiring one month from the date the notice is given.

#### **7.5 Waiver**

The failure or omission by either party to take any action for the breach of any term or condition of this Lease will not stop either party from taking action in relation to any other breaches of the same or any other term or condition of the Lease.

#### **7.6 Notices**

Any notice required to be given by either party to the other must be in writing and must be given by delivering it, emailing it or posting it to the address appearing in the Schedule or to such other place as previously nominated by either party to the other.

#### **7.7 Severance**

If any provision or obligation of this Lease is invalid, unlawful or not applicable, then it will be deleted from the Lease without affecting any other of the parties' obligations under this Lease.

#### **7.8 Entire Agreement**

The terms contained in this Lease comprise the whole of the Agreement between the parties, subject to the inclusion of any other documents as specified in **Item 10** of the schedule.

It is expressly agreed and declared by the parties that no further or other terms exist between them with respect to the Premises or the Lease.

**Appendix D** does not form part of the Agreement.

#### **7.9 No Warranty**

The Lessee acknowledges that the Council has not given any warranty as to the condition of the Premises or its suitability for the use referred to in the Schedule or for any other use.

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# AGREEMENT

SIGNED as an Agreement on the ..... day of .....2018  
as per resolution ...../18 at a meeting of the Naracoorte Lucindale Council on  
..... 2018.

THE COMMON SEAL of )  
**NARACOORTE LUCINDALE COUNCIL** )  
was affixed in the presence of:- )

..... Mayor

..... Chief Executive Officer

**SIGNED** as an authorised Trustees of the **Lucindale Health Centre Trust:**

..... (Signature)

..... (Name)  
Trustee

..... (Signature)

..... (Name)  
Trustee

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## THE SCHEDULE

ITEM 1	THE LESSEE:	Lucindale Health Centre Trust PO Box 21 Lucindale SA 5272
ITEM 2	THE PREMISES:	22 Musgrave Ave, Lucindale SA 5272  Formally described as Allotment 274, Filed plan 205620 in the Hundred of Joyce, as contained in Certificate of Title Volume 5452 Folio 700.
ITEM 3	THE LEASE PERIOD:	Ten (10) years
ITEM 4	THE COMMENCEMENT DATE:	1 July 2018
ITEM 5	THE LEASE FEE AT COMMENCEMENT OF THE TERM:	\$5,000 + GST (Total of \$5,500) Five Thousand Dollars plus GST, Per Annum.
ITEM 6	DATE FOR PAYMENT OF THE LEASE FEE:	To be paid on invoice.
ITEM 7	PERMITTED USE OF THE PREMISES:	To provide health and well-being services to the Lucindale Community.
ITEM 8	PUBLIC RISK INSURANCE:	Ten Million Dollars (\$10,000,000)  <i>Note: The Council has the right to require the Lessee to alter the Public Risk Insurance to a greater or lesser figure as nominated by the Council during the Lease Period.</i>
ITEM 9	PERIOD OF EXTENSION OF LEASE:	Ten (10) years
ITEM 10	OTHER DOCUMENTS	Nil

# APPENDIX A



 Leased Area

## APPENDIX B

### LIST OF PLANT AND EQUIPMENT OWNED BY THE LUCINDALE HEALTH CENTRE TRUST

*This list is current as at time of signing of this lease*

ITEM	DETAILS	P/PRICE	DONATED BY
Panasonic Television	S/NAPA3BLO195	\$690	N Ferguson
Stand and Antennae		\$400	N Ferguson
Sharp Video Record			A Davidson
Wooden Clock		\$50	R Rehn
Kitchen Table & Chair		\$350	P&B Fisher
NEC Microwave	S/N21100318	\$230	Weight Watchers
Mistral Urnie	S/NQ89158	\$70	U Cox
Westinghouse Fridge	Model RA141S	\$349	Lions
Westinghouse Fridge	Model RA141S	\$340	Lions
Medicraft Medical Treatment Bed x 2		\$5,300	Lions
Physioline Podiatry Chair	S/N007053	\$2,500	Lions
ECG Machine	S/NMOL10147		Lions
Nanox 2 Pulseoximeter	S/N24736	\$1,445	Red Cross
Air Conditioner Daikin **	FYDP125	\$10,300	M Lawrie
Built in Cupboards	Walker	\$10,050	Lions
Carpet & Vinyl	Norman's	\$5,300	Lions
Curtains	Norman's	\$1,437	Lions
Kambrook Toaster	KT97	\$29	R Stevens
Kids Table & Chairs		\$60	A Gobbie

***\*\* It is noted that this item was replaced by the Naracoorte Lucindale Council in 2018 and therefore is no longer an asset of the Lucindale Health Centre Trust.***

**The Naracoorte Lucindale Council is under no obligation to replace and/or upgrade any item which is identified as belonging to the Lucindale Health Centre Trust.**

# APPENDIX C

## MAINTENANCE RESPONSIBILITIES

Maintenance, repair and building upgrades will be the responsibility of either Naracoorte Lucindale Council (NLC) or the Lucindale Health Centre Trust (LHCT) as shown in the table below.

In the event of an emergency the Lucindale Health Centre Trust (LHCT) may arrange the necessary repairs and notify the Naracoorte Lucindale Council as soon as possible.

The Lucindale Health Centre Trust must not undertake any maintenance or repair any item that contains or is assumed to contain asbestos. The Lucindale Health Centre Trust should refer to the Asbestos register for the Premises.

DESCRIPTION	NLC	LHCT
<b>Asbestos</b>		
Management/removal/record keeping/register	✓	
<b>Air Conditioning</b>		
Install/replace/repair	✓	
Filters & servicing		✓
<b>Bathroom appliances including taps</b>		
Install		✓
Replace/repair/maintain		✓
<b>Blinds/window dressings</b>		
Install/replace/repair/maintain		✓
<b>Ceilings</b>		
Replace	✓	
<b>Cleaning</b>		✓
<b>Cleaning Equipment &amp; Supplies</b>		
New/replace/maintain/equipment		✓
<b>Counters</b>		
New/replace/maintain		✓
<b>Dishwasher</b>		
Install/replace		✓
Maintain		✓
<b>Doorways</b>		
External /Internal – replace (excludes reconfiguration of doors)	✓	
External/Internal - damaged		✓
<b>Downpipes</b>		
Replacement due to rust	✓	
Leaks/damaged/blocked	✓	
<b>Electrical Supply</b>		
Meter Board	✓	
<b>Electrical Switches and Power Points</b>		
Replace	✓	

DESCRIPTION	NLC	NRCT
Damaged		✓
Additional		✓
<b>Emergency Lighting</b>		
Install	✓	
Maintain/replace due to damage/globes		✓
<b>Exhaust Fans</b>		
Install/replace	✓	
Repair/Clean		✓
<b>Fencing &amp; Gates</b>		
Install/replace		✓
Maintain		✓
<b>Fire Blankets</b>		
Install/replace/maintain		✓
<b>Fire Detection &amp; Alarms</b>		
Install	✓	
Maintain/replace due to damage		✓
Record Keeping		✓
<b>Fire Exit Doors</b>		
Install/replace	✓	
Maintain		✓
<b>Fire Extinguishers</b>		
Install	✓	
Maintain/refill/inspect		✓
Record Keeping		✓
<b>Fire Hose Reels</b>		
Install	✓	
Maintain/inspect		✓
Record Keeping		✓
<b>Floors Coverings – Carpets/Vinyl</b>		
Install		✓
Replace/Maintain		✓
<b>Floors – Timber/Concrete</b>		
Install/replace	✓	
Maintain	✓	
<b>Furniture</b>		
New/replace/maintain		✓
<b>Garden/Driveway/Carpark</b>		
Grass Mowing		✓
Weed Spraying		✓
Upgrade/Maintenance		✓
<b>Gas Supply/Pipes</b>		
Replace		✓
Repair damaged		✓
Record Keeping		✓
<b>Gutters</b>		
Replacement due to rust	✓	
Leaks/damaged/blocked/cleaning	✓	

DESCRIPTION	NLC	NRCT
<b>Hot Water Service</b>		
Install/replace	✓	
Maintain/minor repair		✓
<b>Irrigation System</b>		
Install/replace/maintain	✓	
<b>Kitchen Extraction Fans</b>		
Install/replace/compliance with statutory requirements		✓
Repair/maintain		✓
<b>Light Switches</b>		
Install	✓	
Maintain/replace due to damage		✓
Additional requirements		✓
<b>Lighting (Internal)</b>		
Install	✓	
Additional requirements		✓
Maintain/replace due to damage (including globes)		✓
<b>Locks &amp; Keys</b>		
Replace Locks – External Doors (initial issue of keys only, then responsibility rests with the NRCT)	✓	✓
Replace – Internal Doors		✓
<b>Mirrors</b>		
Install		✓
Maintain/replace due to damage		✓
<b>Paintwork</b>		
External	✓	
Internal		✓
<b>Pest Control</b>		
White Ants	✓	
All other pest control eg vermin, bees, black ants		✓
<b>Toilets</b>		
Install/replace	✓	
Maintain/repair		✓
<b>Rainwater Tanks</b>		
Install/replace		✓
Maintain		✓
<b>Roof</b>		
Replacement/repairs	✓	
<b>Rubbish Removal</b>		
Clean/maintain/replace bins		✓
Collection		✓
<b>Security Alarm System</b>		
Install		✓
Replace/maintain/repair/monitoring		✓
<b>Sewer Pipes</b>		
Replace	✓	
Blockages		✓
<b>Smoke Detectors (hardwired)</b>		
Install/replace	✓	

<b>DESCRIPTION</b>	<b>NLC</b>	<b>NRCT</b>
Repair/maintain/record keeping/batteries		✓
<b>Space Heating</b>		
Install/replace/repair/maintain		✓
<b>Testing &amp; Tagging Electrical Equipment</b>		
Schedule/record keeping		✓
<b>Verandah</b>		
Rusted iron or posts/rotted posts	✓	
<b>Walls</b>		
External – Repair/replace	✓	
Internal – Replace	✓	
Internal – Damaged		✓
<b>Water Supply Pipes</b>		
Replace/repair	✓	
<b>Windows</b>		
Rusted metal/rotten timber	✓	
Maintain/cleaning		✓

# APPENDIX D

## CONTACT DETAILS

### LESSEE:

NAME: \_\_\_\_\_

ABN: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PRIMARY CONTACT: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SECONDARY CONTACT: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

### THE COUNCIL:

NAME: Naracoorte Lucindale Council

ABN: 53 761 172 798

POSTAL ADDRESS: PO Box 555, Naracoorte SA 5271

TELEPHONE: 08 87 601 100

EMAIL: council@nlc.sa.gov.au

PRIMARY CONTACT: Kristy Lowe

SECONDARY CONTACT: Fiona Stringer

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